



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, JUNE 25, 2024

6:00 PM

- 1. Call to Order/Roll Call/Pledge of Allegiance**
- 2. Approve Agenda**
- 3. Presentations/Introductions**
- 4. Approve minutes of the June 11, 2024 City Council Meeting**
 - A. June 11, 2024 City Council Meeting Minutes
- 5. Requests to be Heard**
- 6. Consent Agenda**
 - A. List of Claims for Release
 - B. Approve Hold Harmless and Indemnification Agreement with the Faribault Area Chamber of Commerce
 - C. Resolution 2024-122 Accept Southeastern Minnesota Arts Council Grant
 - D. Resolution 2024-123 Approve Hiring Assistant Finance Director
 - E. Approve Quote for Well House Roofing Repairs
 - F. Resolution 2024-126 Accept Donation to the Faribault Parks and Recreation Department
 - G. Resolution 2024-127 Levying Special Assessments for Delinquent Water, Sewer, and Storm Water Accounts
 - H. Resolution 2024-128 Levying Special Assessments for Miscellaneous Delinquent Receivable Accounts
 - I. Resolution 2024-129 Approve Premises Permit Application for Divine Mercy Catholic Church
 - J. Authorize Execution of Merchant Vendor Agreement
 - K. Resolution 2024-130 Approve Separation Agreement
 - L. Resolution 2024-131 Approve Hiring Police Officer
- 7. Public Hearings – None**
- 8. Items for Discussion**
 - A. Resolution 2024-124 Authorize an Internal Loan for the Design, Construction and Equipping of Viaduct Park
 - B. Ordinance 2024-10 Approve a Zoning Text Amendment to Allow Laundry Services in C-1 Zoning (First Reading)
 - C. Resolution 2024-132 Declaring a Local State of Emergency for the City of Faribault, Minnesota
- 9. Bids - None**
- 10. Boards and Commissions Reports, Announcements and Project Updates**

A. Monthly Financial Report

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.



CITY COUNCIL AGENDA

BUCKHAM WEST
19 DIVISION STREET W.

TUESDAY, JUNE 11, 2024

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

The meeting of the City Council was called to order by Mayor Kevin Voracek at 6:05 pm. Councilors in attendance included Sara Caron, Adama Doumbouya, Royal Ross, Tom Spooner and Chuck Thiele. Councilor Peter van Sluis was absent. Also in attendance was City Administrator Jessica Kinser, City Clerk Heather Slechta, Police Chief John Sherwin, City Engineer Mark DuChene, Public Works Director Travis Block, Parks and Recreation Director Paul Peanasky, Communications Manager Brad Phenow and Community and Economic Development Director David Wanberg.

Approve Agenda

Motion by Ross, seconded by Doumbouya to approve the agenda as presented and carried unanimously.

Presentations/Introductions – None

Approve minutes of the May 28, 2024 Regular City Council Meeting and the May 28, 2024 Special City Council Meeting (Closed Session)

Motion by Thiele, seconded by Ross to approve the Minutes of the May 28, 2024 Regular City Council Meeting and the May 28, 2024 Special City Council Meeting (Closed Session) and carried unanimously.

Requests to be Heard – None

Consent Agenda

- A. List of Claims to be Released
- B. Vacation Policy Exceptions as of 5/31/24
- C. Approve Letter of Support for the Twin-Cities-Albert Lea Passenger Rail Corridor
- D. Approve Letter of Support for the San Antonio- Kansas City- Twin Cities Corridor
- E. Approve Applications and Permits for 1 Day to 4 Day Temporary On-Sale Liquor Licenses for the Faribault Area Chamber of Commerce
- F. Resolution 2024-109 Approve Street Closures and Use of North Alexander Park for Run Baby Run
- G. Resolution 2024-110 Accept Donations to the Parks and Recreation Department
- H. Approve Petition and Waiver of Assessment for Water Service Repair at 216 6th Ave. NE

- I. Approve Use of Central Park for Somali Cultural Festival
- J. Resolution 2024-114 Approve Minnesota Department of Transportation Contract No. 1055383 for Cannon River View Trail
- K. Resolution 2024-117 Rescind and Replace Resolution 2024-090 Approve Street Closure for Elks Family Fun Day
- L. Approve Yard Waste Composting Agreement with Rice County
- M. Resolution 2024-118 Authorize Payment as Recommended by the Charitable Gambling Board to the Rice County Agriculture Association
- N. Resolution 2024-119 Authorize Payment as Recommended by the Charitable Gambling Board to the Faribault Chamber Trust
- O. Resolution 2024-120 Authorize Payment as Recommended by the Charitable Gambling Board to the Jefferson Elementary School PTO
- P. Resolution 2024-121 Approve Hiring Wastewater Treatment Operator

Motion by Ross, seconded by Thiele to approve Consent Agenda Items A-P and carried unanimously. Mayor Voracek thanked all those that donated to the Park and Recreation Department.

Public Hearings – None

Items for Discussion

Resolution 2024-111 Approve a Sign Variance at 227 Central Avenue

Community and Economic Development Director David Wanberg stated that the United Way of Rice County doing business as Books on Central requested a sign variance to install a business sign on the former Dandelet building at 227 Central Avenue. The sign plan proposed using letters cut out of vinyl adhered to the façade. The sign design resembles the lettering style used by the Dandelet Jewelry store which occupied this storefront from the 1960s through 2005. The proposal requires two variances of the Downtown Sign District standards: vinyl lettering where sign materials may only be wood, metal, stone, glass, masonry, or tile, or material with a similar appearance; and, vinyl letter that is not raised or recessed from the sign face.

In summary, Books on Central demonstrates appropriate and sufficient findings for a general sign variance and meets the criteria for a historical variation from the Downtown Sign District standards. The building façade features art deco-era, vitrolite tiles, which the City's historic building inventory identifies this building as significant for its distinctive and intact vitrolite storefront. Instead of drilling into the vitrolite tiles and potentially cracking them, or using adhesive backed on wood or other material that could irreparably damage the tiles, the applicant proposes using cutout vinyl lettering, which has a significantly lower impact on the tiles and mimics the material and spirit of the font style used by the Dandelet Jewelry store's sign. Based on the reasoning above, this sign is eligible for a historical variation. Additionally, the proposed sign design emulates the sign used on this storefront since the 1960s and will fit the essential character of the downtown sign district and the heritage preservation district.

The Planning Commission discussed the proposal during a public hearing on June 3,

2024. After public comment from the applicant and minor discussion, the Planning Commission voted unanimously recommending the City Council approve the request with conditions. The Planning Commission's recommendation is supported by the Heritage Planning Commission through a granted Certificate of Appropriateness and positive support from the Development Review Committee at their May 21, 2024, meeting.

Councilor Spooner asked if the condition to maintain the sign is in the resolution, Wanberg stated that it is in the resolution.

Motion by Thiele, seconded by Caron to approve Resolution 2024-111 Approve a Sign Variance at 227 Central Avenue and carried unanimously.

Resolution 2024-115 Approve Plans and Specifications and Establish Bid Date for Cannon River View Trail - City Contract 2024-05

City Engineer Mark DuChene explained that the City's 2024 Capital Improvement Plan included the construction of the Cannon River View Trail from 20th Street NW to approximately 1,000 feet north of East View Drive. This project was awarded up to \$275,000 in a federal grant through the Carbon Reduction Program, a competitive grant program administered by MNDOT as part of the Infrastructure Investment and Jobs Act (IIJA).

The project includes removals, grading, aggregate base, bituminous trail and related construction for a trail segment that will connect Two Rivers Park to the north industrial park area via existing and proposed trail segments as well as connect directly to the planned Twin Oaks Subdivision, a Rice County work force housing development and park planned for just north of the Rice County Public Safety Center.

The total cost of the improvements is estimated to be \$360,500.00 with 80% of eligible construction costs to be paid for by the grant and the remainder of construction costs and engineering fees to be paid from the Park Improvement Fund.

Resolution 2024-115 approves the plans and specifications for the improvements as have been prepared by the City Engineering Department and establishes a bid opening date of July 17, 2024. Work is scheduled to start in September and be completed by mid-November.

Mayor Voracek asked if there would be any wayfinding signs in this project, DuChene stated that there hasn't been any concrete plans and staff have not done anything, however, if the Council directs staff, they can add this to budget discussions. Mayor Voracek stated that they could take small bites to get it done, DuChene stated that they have discussed using QR Codes directing people on the trails.

Motion by Ross, seconded by Doumbouya to approve Resolution 2024-115 Approve Plans and Specifications and Establish Bid Date for Cannon River View Trail - City Contract 2024-05 and carried unanimously.

Resolution 2024-116 Name a Park Located at the Intersection of Division Street Northeast and 1st Avenue Northeast

City Administrator Jessica Kinser explained to the Council that the Parks and Recreational Facilities Naming Policy defines the name of a park as that which is assigned by resolution of the City Council. She explained that the we are at an ideal time when a name for the new regional park to be located near the viaduct is necessary to assist with the fundraising effort and begin the branding/identification of this destination.

Park names were initially discussed in June 2023, and included following a request from the public for names, but no decisions were made at that time. The conversation was renewed at the May 21st work session. The discussion mostly involved the name "Viaduct Park" with the direction to bring this name forward for a vote at the June 11th City Council meeting. It is important to note that this name complies with the Park and Recreational Facilities Naming Policy, which has historic places and local landmarks as a category for naming consideration.

Additional naming options were provided to the Mayor and Council on the June 4th bus tour. Resolution 2024-116 included a blank where a name would ultimately be inserted if the Council is ready to do that at this meeting. If the Council would like additional discussion, she recommended tabling the item to the June 18th work session.

Through much discussion it was the consensus of the Council to name the park Viaduct Park, this was also the choice of the Park Board.

Motion by Thiele, seconded by Caron to approve Resolution 2024-116 Name a Park Located at the Intersection of Division Street Northeast and 1st Avenue Northeast as amended with the name Viaduct Park inserted and carried unanimously.

Bids

Resolution 2024-112 Accept Bids for Downtown Area Park Bid Package #1 - Multi-Purpose Building and Resolution 2024-113 Accept Bids for Downtown Area Park Bid Package #2 - Site Improvements

City Engineer Mark DuChene explained that bid Bids for the Downtown (Viaduct Area) Park were received and opened on Wednesday, February 14, 2024. Bid Package 1 (Building) low bidder was Robert W Carlstrom Co. and Bid Package 2 (Site Work and Splash Pad) low bidder was BCM Construction. The results were discussed at the February 20th, 2024 Special Work Session, the recommendation from Staff was to not move forward with the bids but to work with the low bidders to identify cost savings measures for bid packages 1 and 2.

Following the March 6th, 2024, Work Session, Council directed staff to engage the apparent low bidders for Bid Packages 1 & 2 for the Downtown Area Park Project to develop cost-saving measures and other value engineering ideas to try and bring the total project costs down. This included directions to place Bid Package 3 (Skate Loop) on the shelf for at least now and remove all related components to the ice system. The City Council authorized a professional services contract with the architect to redesign a portion

of the proposed structure to reduce the building footprint and remove the ice system refrigeration and resurfacing equipment rooms. The revised architectural drawings for Bid Package 1 (Building) as well as marked up drawings for Bid Package 2 (Site Work and Splash Pad) were shared with the apparent low bidders and revised pricing was submitted to the City.

The apparent low bidder for Bid Package 1 agreed to hold their bid by mutual agreement with the City as this process has borne out. At this time, based on Council direction from the May 21st, 2024 work session staff is recommending that the City Council award bid package 1 to RW Carlstrom based on the apparent low bid of \$3,867,000.00 and then negotiate a change order with the low bidder based on the revised design changes for a reduction in construction costs of \$811,366.00. Funding for the project is to come from an internal loan through the Sanitary Sewer Fund (602).

The apparent low bidder for Bid Package 2 also agreed to hold their bid by mutual agreement with the City as this process has borne out. At this time, based on Council direction from the May 21st, 2024 work session staff is recommending that the City Council award bid package 2 to BCM Construction based on the apparent low bid of \$3,272,272.00 and then negotiate a change order with the low bidder based on the revised design changes for a reduction in construction costs of \$941,265.50. Funding for the project will also come from an internal loan through the Sanitary Sewer Fund (602).

Assuming Council award of the contract, City staff will work to get contracts and construction schedules coordinated with the low bidder as well as bring back to council a professional services agreement for construction administration and testing services which are required and to be provided by the City.

Motion by Ross, seconded by Doumbouya to approve Resolution 2024-112 Accept Bids for Downtown Area Park Bid Package #1 - Multi-Purpose Building and carried unanimously.

Motion by Ross, seconded by Spooner to approve Resolution 2024-113 Accept Bids for Downtown Area Park Bid Package #2 - Site Improvements and carried unanimously.

Boards and Commissions Reports, Announcements and Project Updates

Mayor Voracek asked for an update on the FACC, Parks and Recreation Director Paul Peanasky stated that they are continue to work on it, crews have cut through the bottom of the pool and a crane will be arriving tomorrow, they continue to remove the water using two pumps. Crews are hoping to repair the pipes on Friday, re-bond the wires on Monday and pour concrete on Tuesday and Wednesday using a special additive. The water then should be added in two-weeks with a goal of opening at the end of the June. Mayor Voracek stated that Heritage Days is this weekend, with the Mayors Reception on Thursday from 5-7 pm at Central Park, he will be presenting a plaque to the Citizens of the Year and the parade will be on Saturday, there are many activities taking place.

Adjournment

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

The meeting was adjourned at 6:39 pm.

Respectfully Submitted,

Heather Slechta
City Clerk



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Jeanne Schmuck, Finance Director
MEETING DATE: June 25, 2024
SUBJECT: List of Claims for Release

Background:

A copy of the list of claims is available for City Council review through the City Administrator, in the amount of \$1,609,425.15, which includes check numbers 180944 to 181032 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. 06-25-2024 Council AP List

AP
AP Council Approval 06-25-2024



User: jtroska@ci faribault mn.us
Printed: 6/20/2024 2:23:34 PM

Check Numb	Last Name	Acct 1	Amount	Description
0	5 Star Inspections Inc	101-42400-420-43090	7,224.00	May Electrical Inspections
	5 Star Inspections Inc		7,224.00	
0	Advantage Computer Systems Inc	217-45500-450-45200	52,462.00	Great Hall
	Advantage Computer Systems Inc		52,462.00	
180952	Amazon Capital Services	101-45140-450-42110	6.99	Camp Supplies
180952	Amazon Capital Services	101-42210-420-42020	163.55	Dual Monitor Arm Desk Mount
180952	Amazon Capital Services	101-41580-410-42020	15.48	Screen and Device Protection Gloves
180952	Amazon Capital Services	101-42121-420-42420	53.85	Wireless Mouse
180952	Amazon Capital Services	602-49450-000-42110	7.56	Paper Plates - Paper Towels - Post It Notes
180952	Amazon Capital Services	603-49500-000-42110	1.07	Paper Plates - Paper Towels - Post It Notes
180952	Amazon Capital Services	101-45122-450-42410	33.88	Broken Extractor Kit
180952	Amazon Capital Services	101-43121-430-42110	72.60	Paper Plates - Paper Towels - Post It Notes
180952	Amazon Capital Services	601-49430-000-42110	7.56	Paper Plates - Paper Towels - Post It Notes
180952	Amazon Capital Services	101-42121-420-42410	56.00	Digital Voice Recorder
180952	Amazon Capital Services	101-45500-450-43130	21.40	Paper Cups for Storytime
180952	Amazon Capital Services	101-45500-450-42010	14.65	Envelopes
180952	Amazon Capital Services	101-45140-450-42110	27.84	Camp Supplies
180952	Amazon Capital Services	101-45140-450-42110	128.83	Youth Ball Supplies
180952	Amazon Capital Services	101-45500-450-42010	8.99	Envelopes
180952	Amazon Capital Services	101-45130-450-42110	71.51	Movies
180952	Amazon Capital Services	101-45130-450-42110	70.40	Medicine Exercise Ball
	Amazon Capital Services		762.16	
0	AMN Healthcare Language Services Inc	101-42110-420-43090	15.00	ASL Interpreting
	AMN Healthcare Language Services Inc		15.00	
180953	Anderson Dineen	601-00000-000-20200	6.67	Refund Check 019427-000, 509 3 St NW

Check Numb	Last Name	Acct 1	Amount	Description
	Anderson Dineen		6.67	
0	APG Media of Southern Minnesota LLC	101-41910-410-43510	63.40	Ordinance 2024-9 for Electronic Vehicle
0	APG Media of Southern Minnesota LLC	101-41910-410-43510	63.40	Legal Publishing for Books on Central 227 Central Ave
0	APG Media of Southern Minnesota LLC	101-41910-410-43510	58.05	Public Notice to Amend UDO for Laundromats in C1
0	APG Media of Southern Minnesota LLC	101-41410-410-43510	348.32	Election Notices
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	304.03	Legal Notices
0	APG Media of Southern Minnesota LLC	101-00000-000-22000	389.00	Twin Oaks TIF Escrow
	APG Media of Southern Minnesota LLC		1,226.20	
0	Arrow Electric LLC	101-45200-450-44010	635.36	Time Clock/Photo Eye
	Arrow Electric LLC		635.36	
180954	Aspen Mills	101-42700-420-42180	124.66	Bike Pants / D Nelson
180954	Aspen Mills	101-42123-420-43130	552.74	Bike Pants - Bike Polos
180954	Aspen Mills	101-42123-420-43130	206.35	Bike Polos
180954	Aspen Mills	101-42123-420-42180	197.87	Cargo Pants - Uniform Shirt / V Esquivel
	Aspen Mills		1,081.62	
0	Auto Value Parts Store	101-43126-430-42110	14.98	Wiring Connectors - Shop
0	Auto Value Parts Store	101-42700-420-42210	175.99	Battery / #13
0	Auto Value Parts Store	101-42121-420-42210	4.41	Oil Filter / #19
0	Auto Value Parts Store	101-42123-420-42210	203.79	Battery / #4
0	Auto Value Parts Store	602-49480-000-42110	2.99	Spark Plug
0	Auto Value Parts Store	101-43121-430-42210	15.18	Radiator Cap - Street #115
0	Auto Value Parts Store	101-43121-430-42210	-15.18	Radiator Cap Credit - Street #115
0	Auto Value Parts Store	101-43121-430-42210	22.99	Gasket Maker - Street #115
0	Auto Value Parts Store	101-41940-410-42210	11.32	Headlight Connector
0	Auto Value Parts Store	101-45200-450-42110	16.99	Paint
0	Auto Value Parts Store	101-43121-430-42210	6.60	Cabin Air Filter - Street #717
0	Auto Value Parts Store	225-49810-430-42210	140.66	Battery for Courtesy Car
0	Auto Value Parts Store	602-49450-000-42210	30.99	Battery #30
0	Auto Value Parts Store	101-42123-420-42210	11.97	Oil Filter / #24
	Auto Value Parts Store		643.68	
180955	B Stark & Co	101-45122-450-42180	420.00	Apparel Order for Recreation Programs Thru Out the Year
180955	B Stark & Co	101-45125-450-42180	2,858.70	Apparel Order for Recreation Programs Thru Out the Year
180955	B Stark & Co	101-45140-450-42180	1,015.70	Apparel Order for Recreation Programs Thru Out the Year

Check Numb	Last Name	Acct 1	Amount	Description
180955	B Stark & Co	101-45140-450-42110	2,932.15	Apparel Order for Recreation Programs Thru Out the Year
180955	B Stark & Co	101-45130-450-42110	1,298.25	Apparel Order for Recreation Programs Thru Out the Year
	B Stark & Co		8,524.80	
0	BG Minnesota Inc	601-49430-000-42130	7.54	HCF Grease for Stock
0	BG Minnesota Inc	603-49500-000-42130	1.07	HCF Grease for Stock
0	BG Minnesota Inc	602-49450-000-42130	7.54	HCF Grease for Stock
0	BG Minnesota Inc	101-43121-430-42130	72.45	HCF Grease for Stock
	BG Minnesota Inc		88.60	
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	179.14	
0	Blue Cross Blue Shield of Minnesota	101-42123-420-41310	820.63	
0	Blue Cross Blue Shield of Minnesota	101-42123-420-41310	1,868.96	
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	410.26	
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	999.77	
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	999.77	
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	999.77	
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	999.77	
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	892.61	
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	56.98	
0	Blue Cross Blue Shield of Minnesota	101-00000-000-21707	712.23	y
0	Blue Cross Blue Shield of Minnesota	101-00000-000-21707	148,827.99	Health Insurance Premiums - July
0	Blue Cross Blue Shield of Minnesota	101-42123-420-41310	655.25	
0	Blue Cross Blue Shield of Minnesota	101-00000-000-11510	1,874.91	
	Blue Cross Blue Shield of Minnesota		160,298.04	
0	Bolton & Menk Inc	404-45200-450-45200	199.00	Viaduct Park Re-Platting
0	Bolton & Menk Inc	290-46500-462-43090	1,424.00	TH Hwy 60
	Bolton & Menk Inc		1,623.00	
0	Border States Industries Inc	602-49480-000-42210	142.49	Light Board
0	Border States Industries Inc	602-49480-000-42110	84.96	Light Bulbs
	Border States Industries Inc		227.45	
180956	Broyhill Manufacturing Co The	101-45200-450-42210	125.44	Fuel Sending Unit
	Broyhill Manufacturing Co The		125.44	

Check Num	Last Name	Acct 1	Amount	Description
180957	Canon Financial Services Inc	603-49500-000-44160	2.02	Copier Rent June
180957	Canon Financial Services Inc	101-43121-430-44160	98.90	Copier Rent June
180957	Canon Financial Services Inc	101-42210-420-44160	68.46	Copier Contract Charge 06/01/2024 to 06/30/2024
180957	Canon Financial Services Inc	101-42124-420-44160	201.90	Copier Leases
180957	Canon Financial Services Inc	601-49430-000-44160	14.22	Copier Rent June
180957	Canon Financial Services Inc	101-41940-410-44160	224.41	Copier Lease
180957	Canon Financial Services Inc	602-49450-000-44160	10.29	Copier Rent June
180957	Canon Financial Services Inc	602-49450-000-44160	14.22	Copier Rent June
180957	Canon Financial Services Inc	603-49500-000-44160	1.47	Copier Rent June
180957	Canon Financial Services Inc	601-49430-000-44160	10.29	Copier Rent June
180957	Canon Financial Services Inc	101-43121-430-44160	136.62	Copier Rent June
	Canon Financial Services Inc		782.80	
180958	Carbones Faribault	101-41110-410-43130	1,000.00	Mayors Reception
	Carbones Faribault		1,000.00	
0	Carlo Lachmansingh Sales Inc	101-43170-430-42240	300.00	Traffic Light Bulbs
	Carlo Lachmansingh Sales Inc		300.00	
180959	Cemstone Products Co Inc	101-45122-450-42194	632.88	Concrete Sono Tubes (Batting Cage)
180959	Cemstone Products Co Inc	101-00000-000-10102	-632.88	Concrete Sono Tubes (Batting Cage)
180959	Cemstone Products Co Inc	101-00000-000-10100	632.88	Concrete Sono Tubes (Batting Cage)
180959	Cemstone Products Co Inc	101-45122-450-42194	1,421.50	Concrete (Batting Cage)
180959	Cemstone Products Co Inc	101-00000-000-10102	-1,421.50	Concrete (Batting Cage)
180959	Cemstone Products Co Inc	101-00000-000-10100	1,421.50	Concrete (Batting Cage)
	Cemstone Products Co Inc		2,054.38	
180960	Chamber Trust	210-46100-410-44383	3,500.00	Gambling Fund Donation
	Chamber Trust		3,500.00	
0	Cintas Corporation	101-45122-450-44060	14.79	Laundry Service - Mops
0	Cintas Corporation	101-43126-430-44060	24.40	Shop Towels
0	Cintas Corporation	602-49450-000-44060	12.64	Uniform Cleaning Sewer
0	Cintas Corporation	101-43126-430-44060	9.55	Uniform Cleaning Mechanics
0	Cintas Corporation	101-45200-450-44060	36.51	Laundry
0	Cintas Corporation	602-49480-000-44060	36.70	Uniform Laundry
0	Cintas Corporation	601-49430-000-44060	21.01	Uniform Cleaning Water
0	Cintas Corporation	101-43121-430-44060	31.22	Uniform Cleaning Streets

Check Numb	Last Name	Acct 1	Amount	Description
0	Cintas Corporation	603-49500-000-44060	5.45	Uniform Cleaning Storm
0	Cintas Corporation	602-49480-000-44060	6.43	Floor Mats
0	Cintas Corporation	101-43126-430-44060	9.55	Uniform Cleaning Mechanics
0	Cintas Corporation	101-43121-430-44060	-75.96	Uniform Cleaning Streets Credit
0	Cintas Corporation	602-49450-000-44060	12.64	Uniform Cleaning Sewer
0	Cintas Corporation	602-49480-000-44060	36.70	Uniform Laundry
0	Cintas Corporation	602-49480-000-44060	48.44	Lab Towels/Floor Mats
0	Cintas Corporation	603-49500-000-44060	5.45	Uniform Cleaning Storm
0	Cintas Corporation	601-49430-000-44060	21.01	Uniform Cleaning Water
0	Cintas Corporation	101-43121-430-44060	24.40	Shop Towels
0	Cintas Corporation	101-45200-450-44060	36.75	Laundry
0	Cintas Corporation	101-43121-430-44060	34.05	Uniform Cleaning Streets
0	Cintas Corporation	101-45200-450-44060	38.33	Laundry
Cintas Corporation			390.06	
180961	City of Faribault	280-46310-461-43070	234.86	Finance Work on HRA
180961	City of Faribault	602-49480-000-43820	3,171.22	005003-019 214 14 St NE
180961	City of Faribault	602-49480-000-43820	14.61	005003-022 214 14 St NE
180961	City of Faribault	225-49810-430-43850	16.86	005003-004 3401 Hwy 21 W
180961	City of Faribault	211-46310-460-43850	42.93	005003-000 16 1 St SE
180961	City of Faribault	602-49480-000-43860	300.56	005003-019 214 14 St NE
180961	City of Faribault	101-45127-450-43820	45.39	005003-043 705 17 St SW
180961	City of Faribault	225-49810-430-43820	19.96	005003-004 3401 Hwy 21 W
180961	City of Faribault	225-49810-430-43850	10.20	005003-005 Airport Terminal
180961	City of Faribault	225-49810-430-43860	364.70	005003-004 3401 Hwy 21 W
180961	City of Faribault	101-45127-450-43850	41.63	005003-043 705 17 St SW
180961	City of Faribault	101-45127-450-43860	48.39	005003-043 705 17 St SW
180961	City of Faribault	225-49810-430-43820	14.61	005003-005 Airport Terminal
180961	City of Faribault	902-00000-000-23935	-6,619.98	Water/Sewer - May
180961	City of Faribault	602-49480-000-43820	2,398.15	005003-023 214 14 St NE
180961	City of Faribault	101-45127-450-43820	29.96	005003-030 705 17 St SW-Irrigation
180961	City of Faribault	601-49430-000-43850	58.88	005003-032 812 8 Ave NW (New Water Plant)
180961	City of Faribault	211-46310-460-43820	33.18	005003-000 16 1 St SE
180961	City of Faribault	211-46310-460-43860	8.75	005003-000 16 1 St SE
180961	City of Faribault	902-00000-000-23935	6,619.98	Water/Sewer - May
180961	City of Faribault	873-49499-000-43850	5,168.92	Roberds Lake SIU Bill - May
180961	City of Faribault	873-49499-000-43090	594.00	Roberds Lake Billing Fee - May
City of Faribault			12,617.76	
0	CivicPlus	101-41110-410-43090	25.32	Closed Captioning

Check Numb	Last Name	Acct 1	Amount	Description
	CivicPlus		25.32	
0	CL Bensen Company Inc	101-45126-450-42110	160.32	HVAC Air Filters
0	CL Bensen Company Inc	101-45122-450-42230	373.20	HVAC Air Filters
	CL Bensen Company Inc		533.52	
180944	Colonial Life	101-00000-000-21711	80.00	PR Batch 00001.06.2024 Short Term Disability
	Colonial Life		80.00	
180962	Community Co-op Oil Assn	101-43121-430-42220	781.80	Tires - Street #604
180962	Community Co-op Oil Assn	101-45200-450-44040	39.00	Tire Repair
180962	Community Co-op Oil Assn	101-42220-420-42120	77.00	Fuel
180962	Community Co-op Oil Assn	101-45122-450-42120	50.00	Lawn Mower Gas
180962	Community Co-op Oil Assn	101-43121-430-44040	25.00	Tire Repair - Street #117
180962	Community Co-op Oil Assn	602-49480-000-44040	25.00	Tire Repair
180962	Community Co-op Oil Assn	602-49480-000-42120	2,202.48	Stand By Generator Fuel
	Community Co-op Oil Assn		3,200.28	
180963	Core & Main LP	601-49430-000-42110	105,705.00	MXU Radio Changeout Project
180963	Core & Main LP	601-49430-000-42110	45,360.00	MXU Radio Changeout Project
180963	Core & Main LP	601-49430-000-42410	1,047.50	Command Link and Programmer
	Core & Main LP		152,112.50	
0	Crane Creek Asphalt	101-43121-430-42240	1,553.81	Asphalt
0	Crane Creek Asphalt	101-43121-430-42240	480.00	Tack
0	Crane Creek Asphalt	478-43121-430-45302	29,008.06	2024-02 Pay Req 1
0	Crane Creek Asphalt	478-43121-430-45310	18,695.43	2023-10 Pay Req 1
	Crane Creek Asphalt		49,737.30	
180964	Creative Co-Op	603-49500-000-42110	0.30	Garbage Bags
180964	Creative Co-Op	101-42110-420-42230	24.00	55 Gallon Trash Bags
180964	Creative Co-Op	101-43121-430-42110	19.62	Garbage Bags
180964	Creative Co-Op	602-49450-000-42110	2.04	Garbage Bags
180964	Creative Co-Op	601-49430-000-42110	2.04	Garbage Bags
	Creative Co-Op		48.00	

Check Numb	Last Name	Acct 1	Amount	Description
0	Crysteel Truck Equipment Inc	101-45200-450-42210	3,114.00	Truck Parts
0	Crysteel Truck Equipment Inc	431-45200-450-45400	1,695.00	Whelen Strobe Lights
0	Crysteel Truck Equipment Inc	431-45200-450-45500	11,409.00	Snowplow/Truck Lights/Box/Accessories
	Crysteel Truck Equipment Inc		16,218.00	
180965	Daikin Applied Americas Inc	101-00000-000-22000	3,300.00	Release of Escrow for Daikin Landscape
	Daikin Applied Americas Inc		3,300.00	
180966	Diamond Mowers LLC	101-43121-430-42210	139.25	Belt
	Diamond Mowers LLC		139.25	
180967	Diamond Vogel, Inc.	101-43170-430-42240	1,237.50	White Paint
	Diamond Vogel, Inc.		1,237.50	
0	Donahues	101-41940-410-42110	57.00	Flowers - City Hall
0	Donahues	101-45200-450-42110	6,076.83	Flower Baskets
	Donahues		6,133.83	
0	Eckberg Lammers PC	101-41610-410-43045	13,425.00	Prosecution Retainer
	Eckberg Lammers PC		13,425.00	
180968	EleMech, Inc.	601-49430-000-43095	1,500.00	PortALogic Yearly Contract
	EleMech, Inc.		1,500.00	
180969	Elwood Michael S	101-43121-430-43090	520.00	Security Bank Clock Repair
	Elwood Michael S		520.00	
0	Empower Retirement-HCSP	101-00000-000-21720	759.69	PR Batch 00001.06.2024 Health Care Savings Plan L70 1
0	Empower Retirement-HCSP	101-00000-000-21720	1,612.05	PR Batch 00001.06.2024 Health Care Savings Plan 357
0	Empower Retirement-HCSP	101-00000-000-21720	29,537.74	PR Batch 00001.06.2024 Health Care Savings Plan
0	Empower Retirement-HCSP	101-00000-000-21720	876.90	PR Batch 00001.06.2024 Health Care Savings Plan L70 2
0	Empower Retirement-HCSP	101-00000-000-21720	1,049.23	PR Batch 00001.06.2024 Health Care Savings Act Fire
	Empower Retirement-HCSP		33,835.61	

Check Numb	Last Name	Acct 1	Amount	Description
0	Enterprise FM Trust	101-42700-420-44160	750.29	Full Lease / #8
0	Enterprise FM Trust	101-42121-420-44160	635.64	Full Lease / #19
0	Enterprise FM Trust	101-42121-420-44160	732.59	Full Lease / #1
0	Enterprise FM Trust	101-42121-420-44160	694.49	Full Lease / #12
0	Enterprise FM Trust	101-42110-420-44160	909.41	Full Lease / #20
0	Enterprise FM Trust	101-42123-420-44160	843.65	Full Lease / #6
0	Enterprise FM Trust	101-42110-420-44160	979.65	Full Lease / #13
0	Enterprise FM Trust	101-42123-420-44160	838.23	Full Lease / #3
0	Enterprise FM Trust	101-42123-420-44160	888.62	Full Lease / #11
0	Enterprise FM Trust	101-42123-420-44160	844.36	Full Lease / #24
0	Enterprise FM Trust	101-42110-420-44160	635.32	Full Lease / #22
0	Enterprise FM Trust	101-42700-420-44160	924.31	Full Lease / #23
0	Enterprise FM Trust	101-42123-420-44160	875.91	Full Lease / #16
0	Enterprise FM Trust	101-42121-420-44160	923.59	Full Lease / #11
Enterprise FM Trust			11,476.06	
180970	Environmental Equipment & Service	101-43121-430-42210	62.00	Gutter Broom Assist Springs - Street #317
Environmental Equipment & Service			62.00	
180971	Fareway Stores Inc #126	101-42123-420-42070	62.73	Items for Bike Patrol Training
180971	Fareway Stores Inc #126	101-45110-450-42115	22.87	Donuts - Baseball Meeting
180971	Fareway Stores Inc #126	101-42110-420-42115	19.37	Water - Gaterade
180971	Fareway Stores Inc #126	101-42110-420-43130	17.97	Ice - Safe Summer Kickoff
180971	Fareway Stores Inc #126	101-00000-000-10108	-17.97	Ice - Safe Summer Kickoff
180971	Fareway Stores Inc #126	101-00000-000-10100	17.97	Ice - Safe Summer Kickoff
180971	Fareway Stores Inc #126	101-41800-410-44382	25.96	Cheese and Water - Grab and Go Lunch
180971	Fareway Stores Inc #126	101-41800-410-44382	185.88	Grab N Go Luncheon - Walk for Wellness
180971	Fareway Stores Inc #126	101-41800-410-44382	11.01	Grab N Go Luncheon - Walk for Wellness
Fareway Stores Inc #126			345.79	
180972	Faribault Ace Hardware	602-49480-000-42110	22.18	Batteries
180972	Faribault Ace Hardware	101-42110-420-42230	13.49	Light Bulbs
180972	Faribault Ace Hardware	101-41940-410-42110	63.87	Weed Killer - Hose Nozzle - Surge Protector
180972	Faribault Ace Hardware	101-45200-450-42110	4.49	Hanging Strips
180972	Faribault Ace Hardware	101-45122-450-42110	0.95	Bolt
180972	Faribault Ace Hardware	101-45126-450-42110	26.99	Trash Can
180972	Faribault Ace Hardware	602-49480-000-42110	47.16	Batteries
180972	Faribault Ace Hardware	602-49480-000-42110	48.55	Cleaning Supplies
180972	Faribault Ace Hardware	101-45122-450-42230	28.39	Broom - Dust Pan - Cleaners
180972	Faribault Ace Hardware	101-41940-410-42110	17.98	Coffee Filters

Check Num	Last Name	Acct 1	Amount	Description
180972	Faribault Ace Hardware	101-42110-420-42230	24.29	Round Up
180972	Faribault Ace Hardware	101-45200-450-42110	17.99	Weed & Grass Killer
180972	Faribault Ace Hardware	101-45200-450-42110	4.24	Fasteners
180972	Faribault Ace Hardware	101-45122-450-42230	34.19	Rubber Paste
180972	Faribault Ace Hardware	101-42110-420-42110	21.57	10# Nail Pegs
180972	Faribault Ace Hardware	101-45200-450-42110	43.13	Hand Soap
180972	Faribault Ace Hardware	101-45122-450-42230	21.29	Cleaning Supplies
180972	Faribault Ace Hardware	101-45500-450-42110	17.09	Lawn Trimmer Spool of Line
180972	Faribault Ace Hardware	601-49430-000-42110	14.37	Distilled Water and Trash Bags
180972	Faribault Ace Hardware	602-49480-000-42110	44.99	LED Bulb
Faribault Ace Hardware			517.20	
0	Faribault Fleet Supply Inc	602-49480-000-42110	27.48	Batteries
0	Faribault Fleet Supply Inc	101-43170-430-42240	4.56	Hardware
0	Faribault Fleet Supply Inc	602-49450-000-42110	19.59	Coupler and Nipple
0	Faribault Fleet Supply Inc	101-43121-430-42110	7.99	Scraper
0	Faribault Fleet Supply Inc	101-45200-450-42110	2.10	Bolts/Nuts/Washers
0	Faribault Fleet Supply Inc	101-43190-430-42110	62.00	Hardware
0	Faribault Fleet Supply Inc	603-49500-000-42170	124.98	Muck Boots/Socks
0	Faribault Fleet Supply Inc	101-45200-450-42210	19.99	Bushing
0	Faribault Fleet Supply Inc	602-49480-000-42410	56.80	Ratchet Strap/Hose and Inserts
0	Faribault Fleet Supply Inc	101-42123-420-42070	63.15	Grinder - Flapwheel For Firearms
0	Faribault Fleet Supply Inc	101-43126-430-42110	13.49	Degreaser - Shop
0	Faribault Fleet Supply Inc	101-45200-450-42110	11.99	Plumbing Connector
0	Faribault Fleet Supply Inc	101-45200-450-42110	-11.99	Plumbing Connector
0	Faribault Fleet Supply Inc	602-49480-000-42110	-14.99	Battery Credit
0	Faribault Fleet Supply Inc	601-49430-000-42110	25.99	Gate Wheel
0	Faribault Fleet Supply Inc	602-49450-000-42230	1.96	Air Filter
0	Faribault Fleet Supply Inc	602-49450-000-42410	40.70	Levels
0	Faribault Fleet Supply Inc	601-49430-000-42230	1.96	Air Filter
0	Faribault Fleet Supply Inc	101-43121-430-42230	18.80	Air Filter
0	Faribault Fleet Supply Inc	603-49500-000-42170	-4.99	Sock Return Credit
0	Faribault Fleet Supply Inc	603-49500-000-42230	0.27	Air Filter
0	Faribault Fleet Supply Inc	602-49480-000-42110	36.56	Batteries
Faribault Fleet Supply Inc			508.39	
180973	Faribault Post Office	601-49430-000-43220	1,254.95	Utility Bills - June
180973	Faribault Post Office	603-49500-000-43220	1,254.94	Utility Bills - June
180973	Faribault Post Office	602-49480-000-43220	1,254.94	Utility Bills - June

Check Numb	Last Name	Acct 1	Amount	Description
	Faribault Post Office		3,764.83	
0	Faribault Rental Equipment Inc	101-45200-450-42210	13.56	Chain Saw Parts
	Faribault Rental Equipment Inc		13.56	
0	FCTV	101-41110-410-44383	14,552.75	Non-Profit/Civic Organization Funding
	FCTV		14,552.75	
0	Fette Electronics Inc	101-41940-410-44010	359.98	Door Opening System - Public Meeting Room
	Fette Electronics Inc		359.98	
180974	Fitzgerald Excavating & Trucking Inc	603-49500-000-45300	25,222.50	2022-14 Pay Req 5
	Fitzgerald Excavating & Trucking Inc		25,222.50	
180975	Flexible Pipe Tools & Equipment	602-49450-000-42410	227.60	Inserts for Jaws Nozzle
180975	Flexible Pipe Tools & Equipment	602-49450-000-42410	3,683.05	Sewer Cleaning Nozzle
	Flexible Pipe Tools & Equipment		3,910.65	
0	Flicek Jerry	101-45200-450-43090	875.38	Treat Ash Trees in Garfield Park
	Flicek Jerry		875.38	
180976	Flynn Allison	601-00000-000-20200	40.00	Refund Check 025163-000, 215 6 Ave NE
	Flynn Allison		40.00	
0	G & B Environmental Inc	101-45122-450-44010	5,287.55	Screens for HVAC Units
	G & B Environmental Inc		5,287.55	
180945	GIS Benefits	101-00000-000-11510	79.02	
180945	GIS Benefits	101-00000-000-11510	31.65	
180945	GIS Benefits	101-00000-000-21710	1,486.24	Voluntary Life Insurance - July
180945	GIS Benefits	101-00000-000-21716	1,065.30	Accident/Critical Illness - July
180945	GIS Benefits	101-00000-000-21715	-79.02	
180945	GIS Benefits	101-00000-000-11510	79.02	
180945	GIS Benefits	101-00000-000-21717	545.67	Vision Insurance Prepaid - July

Check Numb	Last Name	Acct 1	Amount	Description
180945	GIS Benefits	101-00000-000-11510	8.63	
180945	GIS Benefits	101-00000-000-11510	31.65	
180945	GIS Benefits	101-00000-000-11510	79.02	
180945	GIS Benefits	101-00000-000-21711	797.00	Voluntary Short Term Disability - July
180945	GIS Benefits	101-00000-000-21715	5,696.88	Dental Insurance Prepaid - July
180945	GIS Benefits	101-00000-000-11510	8.63	
180945	GIS Benefits	101-00000-000-11510	31.65	
180945	GIS Benefits	101-00000-000-21717	-8.63	
180945	GIS Benefits	101-00000-000-11510	15.09	
180945	GIS Benefits	101-00000-000-21715	-31.65	
180945	GIS Benefits	101-00000-000-11510	79.02	
180945	GIS Benefits	101-00000-000-21715	-79.02	
	GIS Benefits		9,836.15	
180977	Glenn's Service LLC	101-42123-420-43090	71.03	Tow #2 from FPD to City Shop
	Glenn's Service LLC		71.03	
0	Godfather's Pizza	101-45140-450-42115	57.88	Staff Training
0	Godfather's Pizza	101-45125-450-42110	115.75	Emergency Pool Draining - Pizza Brought In
0	Godfather's Pizza	101-45140-450-42115	56.69	Staff Meeting
	Godfather's Pizza		230.32	
0	Gopher State One Call	602-49450-000-43090	170.55	One Call Locate Tickets for May 2024
0	Gopher State One Call	603-49500-000-43090	170.55	One Call Locate Tickets for May 2024
0	Gopher State One Call	601-49430-000-43090	170.55	One Call Locate Tickets for May 2024
	Gopher State One Call		511.65	
0	Grainger Inc	602-49480-000-42110	31.90	Caster Wheel
	Grainger Inc		31.90	
180978	Grinnell Viola	601-00000-000-20200	117.59	Refund Check 020883-000, 18 Mitchell Dr
	Grinnell Viola		117.59	
0	Gym Works Inc	101-45122-450-44045	429.00	Repair Leg Press Machine
	Gym Works Inc		429.00	

Check Numb	Last Name	Acct 1	Amount	Description
180979	Hagen Eric & Anna	601-00000-000-20200	64.96	Refund Check 020294-000, 1123 1 Ave NW
	Hagen Eric & Anna		64.96	
180980	Harlequin Sales Corp/Reader Service	101-45500-450-42190	27.56	Books - Acct# 328689385
	Harlequin Sales Corp/Reader Service		27.56	
0	Hawkins Inc	601-49430-000-42160	-0.01	Chlorine Cylinder
0	Hawkins Inc	601-49430-000-42160	5,867.08	Sodium Permanganate Sodium Silicate
0	Hawkins Inc	601-49430-000-42160	0.01	Chlorine Cylinder
0	Hawkins Inc	601-49430-000-42160	2,322.00	Chlorine
0	Hawkins Inc	101-45122-450-42160	1,338.78	Pool Chemicals
0	Hawkins Inc	601-49430-000-42160	5,716.56	Ammonia/Sodium Permanganate/Sodium Silicate
	Hawkins Inc		15,244.42	
180981	Heartland Animal Hospital	101-42700-420-43090	1,295.67	Care of Stray
	Heartland Animal Hospital		1,295.67	
0	Heiman Fire Equipment	431-42220-420-45400	35,977.25	Payment on Heiman Quick Attack
0	Heiman Fire Equipment	101-42220-420-42170	180.82	Firefighter Gloves
	Heiman Fire Equipment		36,158.07	
180982	Henry Home Buyer LLC	601-00000-000-20200	16.28	Refund Check 023003-001, 808 Prairie Ave
	Henry Home Buyer LLC		16.28	
0	Heritage Pool Supply Group Inc	101-45122-450-42110	1,862.23	Pool Ladder
	Heritage Pool Supply Group Inc		1,862.23	
180983	Hildebrandt Michael	101-45130-450-43131	550.00	Concerts in the Park - Relativity 6/27/2024
	Hildebrandt Michael		550.00	
180984	Hillyard Hutchinson	101-42110-420-42230	278.10	Enmotion Towels
	Hillyard Hutchinson		278.10	
180985	Holmes Jamarus & Heather	601-00000-000-20200	22.97	Refund Check 023272-000, 1806 13 St NW

Check Numb	Last Name	Acct 1	Amount	Description
	Holmes Jamarcus & Heather		22.97	
180986	Hometown Super Marketing Limited	101-45110-450-43430	205.00	Advertising on Back of Fareway Receipts
180986	Hometown Super Marketing Limited	101-45110-450-43430	205.00	Advertising on Back of Fareway Receipts
	Hometown Super Marketing Limited		410.00	
180987	Hy-Vee - Accounts Receivable	101-43121-430-42110	10.00	Water
	Hy-Vee - Accounts Receivable		10.00	
0	I & S Group Inc	437-41940-410-45200	337.50	Construction Admin Fees - City Hall Restrooms
	I & S Group Inc		337.50	
180946	IAFF Local 665	101-00000-000-21708	810.00	PR Batch 00001.06.2024 IAFF Local 665
	IAFF Local 665		810.00	
0	ICON LLC	602-49450-000-45300	427,014.55	2023-08 Pay Req 3
	ICON LLC		427,014.55	
180988	IKI Inc	101-45130-450-43131	49.00	Instant Piano Class Instruction
	IKI Inc		49.00	
0	Imperial Supplies Holdings Inc	602-49450-000-42210	142.81	Unions and Couplers
0	Imperial Supplies Holdings Inc	101-43126-430-42410	153.20	Mechanical Refrigerant Gauge Set - Shop
0	Imperial Supplies Holdings Inc	101-43121-430-42410	1,029.51	Hose Reel and Pump Part
	Imperial Supplies Holdings Inc		1,325.52	
0	Innovative Office Solutions LLC	101-42210-420-42010	5.73	Desk Tray
0	Innovative Office Solutions LLC	101-45110-450-42010	119.91	Bulletin Board
0	Innovative Office Solutions LLC	101-42210-420-42410	2,511.68	Desks and Overhead Storage for Firefighter Office
0	Innovative Office Solutions LLC	101-42110-420-42010	7.50	Sharpies
	Innovative Office Solutions LLC		2,644.82	
0	Insty-Prints	101-41910-410-42030	134.32	Envelopes for Planning and Zoning Mailings

Check Numb	Last Name	Acct 1	Amount	Description
	Insty-Prints		134.32	
0	Internal Revenue Service	101-00000-000-21703	18,223.53	PR Batch 00001.06.2024 FICA Employee
0	Internal Revenue Service	101-00000-000-21704	6,529.52	PR Batch 00001.06.2024 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	18,223.53	PR Batch 00001.06.2024 FICA Employer
0	Internal Revenue Service	101-00000-000-21704	6,529.52	PR Batch 00001.06.2024 Medicare Employer
0	Internal Revenue Service	101-00000-000-21701	39,441.35	PR Batch 00001.06.2024 Federal Income Tax
	Internal Revenue Service		88,947.45	
180947	IUOE Local 70	101-00000-000-21708	2,043.50	PR Batch 00001.06.2024 Local 70 Union Dues
	IUOE Local 70		2,043.50	
180989	Jandro Jeff	101-00000-000-22000	1,000.00	Escrow Release for 1010 8th for Permit No 2020-01320
	Jandro Jeff		1,000.00	
180990	Jefferson Elementary School PTO	210-46100-410-44383	5,000.00	Charitable Gambling Donation
	Jefferson Elementary School PTO		5,000.00	
180991	Joe's Flooring and Decking LLC	601-00000-000-20200	35.95	Refund Check 025903-000, 718 1 St SE
	Joe's Flooring and Decking LLC		35.95	
180992	Johnson Tricia	101-00000-000-10108	-105.00	ASL Interpreting - Safe Summer Kickoff
180992	Johnson Tricia	101-00000-000-10100	105.00	ASL Interpreting - Safe Summer Kickoff
180992	Johnson Tricia	101-42110-420-43090	105.00	ASL Interpreting - Safe Summer Kickoff
	Johnson Tricia		105.00	
0	Kasper Deborah K	101-42110-420-43090	137.50	ASL Interpreting - Safe Summer Kickoff
0	Kasper Deborah K	101-00000-000-10108	-137.50	ASL Interpreting - Safe Summer Kickoff
0	Kasper Deborah K	101-00000-000-10100	137.50	ASL Interpreting - Safe Summer Kickoff
	Kasper Deborah K		137.50	
0	Kennedy & Graven, Chartered	101-41610-410-43040	18.95	FA105-00507 Community Action Center
0	Kennedy & Graven, Chartered	290-46500-462-43040	27.30	FA105-00469 Downtown Investment Group Matter
0	Kennedy & Graven, Chartered	101-00000-000-22000	573.30	FA105-00445 TIF Matters for Farmer Seed & Nursery
0	Kennedy & Graven, Chartered	101-41610-410-43040	132.65	FA105-00028 General Planning Matters

Check Num	Last Name	Acct 1	Amount	Description
0	Kennedy & Graven, Chartered	101-41610-410-43040	27.30	FA105-00509 505 Central Avenue
0	Kennedy & Graven, Chartered	101-41610-410-43040	846.30	FA105-00476 Forest to Fork
0	Kennedy & Graven, Chartered	101-41610-410-43040	354.90	FA105-00484 Faribault Mill
0	Kennedy & Graven, Chartered	280-46310-461-43040	290.30	Legal Bills for HRA
0	Kennedy & Graven, Chartered	101-41610-410-43040	1,061.20	FA105-00005 General Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	246.35	FA105-00012 General Licensing Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	423.70	FA105-00512 P.J.W. Matter
0	Kennedy & Graven, Chartered	601-49430-000-43040	200.70	FA105-00498 PFAS Matter
0	Kennedy & Graven, Chartered	290-46500-462-43040	100.85	Legal Bills for EDA General Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	109.20	FA105-00519 1620 17th Street NW
0	Kennedy & Graven, Chartered	101-00000-000-22000	27.30	FA105-00481 2023 Faribault Sage Tax Abatement
0	Kennedy & Graven, Chartered	101-41610-410-43040	739.05	FA105-00510 2024 City Council Meetings
0	Kennedy & Graven, Chartered	266-46500-462-43070	27.30	FA105-00044 TIF Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	208.45	FA105-00006 Finance Department
0	Kennedy & Graven, Chartered	101-41610-410-43040	2,033.40	FA105-00488 County Housing Site
0	Kennedy & Graven, Chartered	101-00000-000-22000	2,839.20	FA105-00488 A Twin Oaks TIF Matter
0	Kennedy & Graven, Chartered	101-41610-410-43040	18.95	FA105-00011 Public Works Department
0	Kennedy & Graven, Chartered	101-41610-410-43040	947.50	FA105-00027 Code Enforcement Issues - General
0	Kennedy & Graven, Chartered	404-45200-450-45200	54.60	FA105-00492 River Ridge 4th Addition
0	Kennedy & Graven, Chartered	290-46500-462-43040	141.00	Legal Bills for EDA Bowling Alley
0	Kennedy & Graven, Chartered	280-46310-461-43040	1,715.60	HRA Legal Bills 204 Central and FDC
	Kennedy & Graven, Chartered		13,165.35	
180993	Keppers Kevin & Sue	873-00000-000-20200	36.19	Refund Check 024107-000, 3693 Chappuis Trl
	Keppers Kevin & Sue		36.19	
180994	Klemensen Jon	101-45126-450-43090	250.00	Contract Mowing
180994	Klemensen Jon	101-45127-450-43090	1,841.67	Contract Mowing
180994	Klemensen Jon	101-45200-450-43090	791.67	Contract Mowing
	Klemensen Jon		2,883.34	
0	Kline Distributing LLC	101-42110-420-43130	103.78	Condiments - Safe Summer Kickoff
0	Kline Distributing LLC	101-00000-000-10100	103.78	Condiments - Safe Summer Kickoff
0	Kline Distributing LLC	101-00000-000-10108	-103.78	Condiments - Safe Summer Kickoff
0	Kline Distributing LLC	101-45125-450-42990	582.26	Donuts/Pretzels/Ice Cream for Resale at Aquatic Center
	Kline Distributing LLC		686.04	
180995	Krampitz Jr Martin Havin	601-49430-000-44045	4.60	O Rings for Pressure Washers
180995	Krampitz Jr Martin Havin	603-49500-000-44045	0.64	O Rings for Pressure Washers

Check Numb	Last Name	Acct 1	Amount	Description
180995	Krampitz Jr Martin Havin	101-43121-430-44045	44.16	O Rings for Pressure Washers
180995	Krampitz Jr Martin Havin	602-49450-000-44045	4.60	O Rings for Pressure Washers
	Krampitz Jr Martin Havin		54.00	
180996	Lamperts	101-45200-450-42110	80.70	Lumber/Stakes
180996	Lamperts	101-45200-450-42110	68.22	Lumber
180996	Lamperts	101-45140-450-42110	72.99	Fun Center Slide Material
180996	Lamperts	101-45200-450-42110	20.99	Treated Lumber (Fishing Pier)
	Lamperts		242.90	
0	Lano Equipment Inc	101-43121-430-42210	391.29	Hydraulic Couplers - Street #122
	Lano Equipment Inc		391.29	
180948	Law Enforcement Labor Services Inc	101-00000-000-21708	1,410.00	PR Batch 00001.06.2024 LELS 357 Union Dues
	Law Enforcement Labor Services Inc		1,410.00	
0	Locators and Supplies Inc	601-49430-000-42110	74.64	Cut Level Gloves
	Locators and Supplies Inc		74.64	
180997	Loffler Companies Inc	101-41910-410-44160	82.69	Copier Lease
180997	Loffler Companies Inc	240-46210-460-44160	82.70	Copier Lease
180997	Loffler Companies Inc	101-42500-420-44160	61.88	5/1/24-5/31/24 Copier Charges
	Loffler Companies Inc		227.27	
180998	Lund Elliott	601-00000-000-20200	15.61	Refund Check 020551-001, 1037 Pleasant Ln
	Lund Elliott		15.61	
0	MacQueen Equipment LLC	602-49450-000-42410	329.42	Jet Nozzle Orifices
0	MacQueen Equipment LLC	602-49450-000-42410	1,523.65	Hose Reel and Hose
	MacQueen Equipment LLC		1,853.07	
180999	Mankato Area Community Band	101-45130-450-43131	550.00	Concerts in the Park Band 7/3/2024
	Mankato Area Community Band		550.00	

Check Num	Last Name	Acct 1	Amount	Description
0	Martin Marietta Materials Inc	101-43121-430-42240	217.74	Asphalt
0	Martin Marietta Materials Inc	101-43121-430-42240	1,752.75	Asphalt
0	Martin Marietta Materials Inc	101-43121-430-42240	507.58	Asphalt
	Martin Marietta Materials Inc		2,478.07	
0	McCarthy-Cray Brandon	101-42123-420-43310	15.00	Lunch Per Diem
	McCarthy-Cray Brandon		15.00	
181000	Michael Gramse Trust	101-00000-000-22000	1,000.00	Escrow Release-17795 Bagley Ave Permit 2019-00401
	Michael Gramse Trust		1,000.00	
181001	Midwest Tree LLC	101-45200-450-43090	600.00	Tree Removal - Meder Park
	Midwest Tree LLC		600.00	
181002	Minnesota Ag Power Inc	601-49430-000-42210	66.18	Lawn Mower Blades
181002	Minnesota Ag Power Inc	602-49480-000-42210	-165.56	Coupler for Loader Credit
181002	Minnesota Ag Power Inc	602-49480-000-42210	7.53	Lawn Mower Gas Cap
181003	Minnesota Ag Power Inc	431-45200-450-45400	26,000.00	2024 John Deere Gator
181002	Minnesota Ag Power Inc	101-43121-430-42210	834.36	Water Pump #115
	Minnesota Ag Power Inc		26,742.51	
0	Minnesota Child Support Payment Center	101-00000-000-21716	1,044.75	PR Batch 00001.06.2024 Child Support
	Minnesota Child Support Payment Center		1,044.75	
0	Minnesota Department of Revenue	101-00000-000-21702	18,483.28	PR Batch 00001.06.2024 State Income Tax
	Minnesota Department of Revenue		18,483.28	
0	Minnesota Elevator Inc	101-41940-410-44010	294.34	Repair Elevator - City Hall
	Minnesota Elevator Inc		294.34	
180949	Minnesota Public Employees Association	101-00000-000-21708	124.00	PR Batch 00001.06.2024 Police Support Services
	Minnesota Public Employees Association		124.00	
180950	Minnesota Teamsters Local 320	101-00000-000-21708	733.20	PR Batch 00001.06.2024 Teamsters 320 Union Dues

Check Numb	Last Name	Acct 1	Amount	Description
	Minnesota Teamsters Local 320		733.20	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	234.00	Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	234.00	SIU Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	234.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	234.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	484.00	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		1,420.00	
180951	Mission Square 303492	101-00000-000-21706	50.00	PR Batch 00001.06.2024 Mission Square
	Mission Square 303492		50.00	
0	Mississippi Welders Supply Inc	101-43126-430-42110	112.44	Welding Gas - Shop
	Mississippi Welders Supply Inc		112.44	
0	Money Movers Inc	101-45110-450-43090	11.00	Insurance Reimbursement Fee
	Money Movers Inc		11.00	
0	Motor Parts & Equipment Corp	101-43126-430-42110	13.98	Wiring Connectors - Shop
0	Motor Parts & Equipment Corp	101-42220-420-42210	19.79	Pipe Reducer
0	Motor Parts & Equipment Corp	601-49430-000-42110	39.15	Coupling
0	Motor Parts & Equipment Corp	601-49430-000-42410	29.99	Grease Gun
0	Motor Parts & Equipment Corp	602-49480-000-42110	16.62	Carb Cleaner
0	Motor Parts & Equipment Corp	602-49450-000-42110	-31.32	Coupling Return Credit
0	Motor Parts & Equipment Corp	101-43121-430-42210	60.50	Starter - Street #294
0	Motor Parts & Equipment Corp	101-43121-430-42110	-0.01	Starter Warranty - Street #294
0	Motor Parts & Equipment Corp	225-49810-430-42210	69.08	Radiator Hose
0	Motor Parts & Equipment Corp	101-43121-430-42110	0.01	Starter Warranty - Street #294
0	Motor Parts & Equipment Corp	101-43121-430-42210	24.69	Interior Hood Latch - Street #294
0	Motor Parts & Equipment Corp	101-43121-430-42210	-60.50	Starter Core Credit - Street #294
0	Motor Parts & Equipment Corp	101-43121-430-42210	28.99	Seat Covers - Street #717
0	Motor Parts & Equipment Corp	225-49810-430-42210	3.12	O Ring
0	Motor Parts & Equipment Corp	602-49480-000-42130	62.64	Pump Oil
0	Motor Parts & Equipment Corp	101-45200-450-42210	15.99	Fuse Holder
0	Motor Parts & Equipment Corp	101-43121-430-42210	10.43	Radiator Cap - Street #115
0	Motor Parts & Equipment Corp	101-43121-430-42210	146.95	Floor Mats - Street #717
0	Motor Parts & Equipment Corp	602-49450-000-42210	8.29	Breakaway Replacement Cable Pin #30
0	Motor Parts & Equipment Corp	602-49480-000-42160	-14.40	Brake Cleaner Credit

Check Numb	Last Name	Acct 1	Amount	Description
0	Motor Parts & Equipment Corp	602-49480-000-42160	55.08	Brake Cleaner
	Motor Parts & Equipment Corp		499.07	
181004	Motorola Solutions Inc	101-00000-000-10100	25,642.24	Radios - Public Safety Aid Funds
181004	Motorola Solutions Inc	101-42220-420-42410	25,642.24	Radios - Public Safety Aid Funds
181004	Motorola Solutions Inc	101-00000-000-10113	-25,642.24	Radios - Public Safety Aid Funds
	Motorola Solutions Inc		25,642.24	
0	MTI Distributing Inc	101-45200-450-42210	224.46	Seal Kit
0	MTI Distributing Inc	101-45200-450-42210	417.02	Heater Valve
0	MTI Distributing Inc	101-45200-450-42210	0.01	Misc
0	MTI Distributing Inc	101-45200-450-42210	-0.01	Misc
0	MTI Distributing Inc	101-45200-450-42210	-1,633.96	Brake Assemblies Returned
0	MTI Distributing Inc	101-45200-450-42210	139.06	Mower Parts
0	MTI Distributing Inc	101-45200-450-42210	-265.82	Seal Kit
0	MTI Distributing Inc	101-45200-450-43140	270.00	Training Classes
0	MTI Distributing Inc	101-45200-450-42210	111.85	V-Belt/Fuel Filter
0	MTI Distributing Inc	101-45200-450-42210	432.59	Seal Kits
0	MTI Distributing Inc	101-45200-450-42210	53.11	Inner-Tube
0	MTI Distributing Inc	101-45200-450-42210	224.44	Seal Kit
0	MTI Distributing Inc	101-45200-450-42210	248.24	Mower Parts
	MTI Distributing Inc		220.99	
0	Northern Safety Technology Inc	101-45200-450-42210	123.50	Phantom Antenna
0	Northern Safety Technology Inc	101-45200-450-42210	78.06	Antenna Connector
	Northern Safety Technology Inc		201.56	
181005	Northwest Lasers Inc	101-43190-430-42110	65.00	Survey Markers
	Northwest Lasers Inc		65.00	
0	Orchard Trust Company	101-00000-000-21706	10,641.00	PR Batch 00001.06.2024 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21706	2,257.00	PR Batch 00001.06.2024 Roth Deferred Compensation
	Orchard Trust Company		12,898.00	
181006	Paine Gregory & Jessica	601-00000-000-20200	148.28	Refund Check 013641-010, 2504 Cardinal Ave

Check Numb	Last Name	Acct 1	Amount	Description
	Paine Gregory & Jessica		148.28	
0	Plunkett's Pest Control	101-45122-450-44010	43.80	Pest Control
0	Plunkett's Pest Control	101-45122-450-44010	43.80	Pest Control
	Plunkett's Pest Control		87.60	
0	Policy Confluence Inc	101-41110-410-43090	44,800.00	Community Survey/Employee Survey/Online Budgeting
	Policy Confluence Inc		44,800.00	
0	Porras Juan	101-42123-420-43090	125.00	Interpreting Service / #24-1261
	Porras Juan		125.00	
0	Public Employees Retirement Association	101-00000-000-21705	19,632.55	PR Batch 00001.06.2024 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	29,448.87	PR Batch 00001.06.2024 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	20,545.03	PR Batch 00001.06.2024 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	17,805.65	PR Batch 00001.06.2024 PERA Coordinated
	Public Employees Retirement Association		87,432.10	
181007	Public Safety Equipment LLC	101-42123-420-43090	596.00	RADAR and LISAR Certifications
	Public Safety Equipment LLC		596.00	
0	PVS Technologies Inc	602-49480-000-42160	10,725.73	Ferric Phos Removal
	PVS Technologies Inc		10,725.73	
181008	Quadient Leasing USA Inc	101-41940-410-44160	717.03	Postage Machine
	Quadient Leasing USA Inc		717.03	
0	Quality Aviation Inc	225-49810-430-43090	2,083.33	Airport Maintenance Agreement
0	Quality Aviation Inc	225-49810-430-43090	1,416.67	Airport Management Agreement
	Quality Aviation Inc		3,500.00	
0	R C Bliss Inc	101-42123-420-42210	29.06	Shield / #14
0	R C Bliss Inc	101-42123-420-42210	278.06	Water Heater Hoses / #17
0	R C Bliss Inc	101-42123-420-42210	406.03	V-Belt/Exhaust Valve/O-Ring/Air Conditioning Kit/Gaskets

Check Numb	Last Name	Acct 1	Amount	Description
0	R C Bliss Inc	101-42123-420-42210	973.57	Valve/Accumulator/Compressor Assemblies / #1
0	R C Bliss Inc	101-42123-420-44040	317.79	Recharged AC / #17
0	R C Bliss Inc	101-43121-430-42210	14.96	Interior Panel Clips - Street #717
0	R C Bliss Inc	101-42123-420-42210	176.49	Insulator Assembly / #2
	R C Bliss Inc		2,195.96	
181009	Rice County	873-49499-000-44371	3,421.59	Roberds Lake Sewer Collected - May
	Rice County		3,421.59	
181010	Rice County Agriculture Association	210-46100-410-44383	3,000.00	Charitable Gambling Donation
	Rice County Agriculture Association		3,000.00	
181011	Rice County Environmental Services - Solid Waste	101-45122-450-43840	30.00	Disposal - Wood Desk
	Rice County Environmental Services - Solid Waste		30.00	
0	Rice County Recorder	101-00000-000-22000	148.00	Recording of the Plat/ Development Agreement/ Resolution for Ron
0	Rice County Recorder	476-43121-430-45307	46.00	2022-07 Easement Agreement Airtech Court Street & Utility Extens
	Rice County Recorder		194.00	
181012	Rice/Steele 911 Center	101-42123-420-43090	2,499.90	Everbridge
181012	Rice/Steele 911 Center	101-42500-420-43090	2,499.90	Everbridge Weather Alert / Mass Notification
	Rice/Steele 911 Center		4,999.80	
181013	Rick Cashin Construction	101-00000-000-22000	1,000.00	Release of Escrow for 2025 13th St 2022-01423
	Rick Cashin Construction		1,000.00	
181014	Rick Cashin Construction Inc	601-00000-000-20200	15.70	Refund Check 006940-070, 2010 13 St NW
	Rick Cashin Construction Inc		15.70	
181015	Rockmount Research & Alloys Inc	101-43126-430-42110	272.01	Grinding Wheels/Solder - Shop
181015	Rockmount Research & Alloys Inc	101-43126-430-42410	236.11	Left Handed Drill Extractor Kit - Shop
	Rockmount Research & Alloys Inc		508.12	
181016	Rosenbauer Minnesota LLC	101-42220-420-44040	5,746.00	Remove Rear Steps #2115

Check Numb	Last Name	Acct 1	Amount	Description
	Rosenbauer Minnesota LLC		5,746.00	
0	Safe-Fast, Inc.	602-49480-000-42170	83.00	Nitrile Gloves
	Safe-Fast, Inc.		83.00	
0	Sanity Solutions Inc	101-41580-410-43095	69.90	Sanity Backup Subscription
0	Sanity Solutions Inc	101-41580-410-43095	139.80	Sanity Backup Subscription
0	Sanity Solutions Inc	101-42220-420-42420	105.32	PDF Converter
0	Sanity Solutions Inc	101-41580-410-42420	4,047.82	UPS Replacements For PD
	Sanity Solutions Inc		4,362.84	
0	Selco	101-45500-450-43250	2,136.05	SELCO ILS Package
	Selco		2,136.05	
181017	Sherwin Williams Company #3037	602-49480-000-42170	27.18	Tyvek Suit
181017	Sherwin Williams Company #3037	101-45122-450-42110	15.55	Paint Thinner to Clean Surface for New Mat
	Sherwin Williams Company #3037		42.73	
0	SHI International Corp	101-42124-420-42420	1,350.00	Notebook
0	SHI International Corp	601-49430-000-42420	675.00	Notebook HP
0	SHI International Corp	602-49480-000-42420	675.00	Notebook HP
0	SHI International Corp	602-49480-000-42020	438.00	IPad
	SHI International Corp		3,138.00	
181018	Southern Minnesota Initiative Foundation	290-46500-462-44330	4,000.00	Southern Minnesota Initiative Foundation Annual Dues
	Southern Minnesota Initiative Foundation		4,000.00	
0	Springbrook Holding Company LLC	601-49430-000-44325	1,686.50	CivicPay IVR Subscription - May
0	Springbrook Holding Company LLC	602-49450-000-44325	1,686.50	CivicPay IVR Subscription - May
	Springbrook Holding Company LLC		3,373.00	
181019	Star Sports & Apparel LLC	101-42400-420-42180	685.00	Logo Apparel
181019	Star Sports & Apparel LLC	101-43126-430-42180	104.00	Sweatshirts
181019	Star Sports & Apparel LLC	101-43121-430-42180	425.00	Sweatshirts
181019	Star Sports & Apparel LLC	601-49430-000-42110	15.00	Name Plate TCraig

Check Num	Last Name	Acct 1	Amount	Description
	Star Sports & Apparel LLC		1,229.00	
181020	Steele Waseca Coop Electric	902-00000-000-23935	2,086.75	Monthly Charges - May
181020	Steele Waseca Coop Electric	602-49480-000-43810	62.28	23271-Sludge Farm
181020	Steele Waseca Coop Electric	225-49810-430-43810	43.36	32094-Airport
181020	Steele Waseca Coop Electric	225-49810-430-43810	29.92	1017445-2011 T-Hangar
181020	Steele Waseca Coop Electric	225-49810-430-43810	338.62	41875-Airport S Hangars
181020	Steele Waseca Coop Electric	225-49810-430-43810	8.01	41926-Airport
181020	Steele Waseca Coop Electric	101-43160-430-43810	49.96	32089-Highway 21 Lights
181020	Steele Waseca Coop Electric	225-49810-430-43810	28.85	1018624-Hangar 910J
181020	Steele Waseca Coop Electric	602-49450-000-43810	74.61	1089247-Lift Station-15625 Acorn Trl
181020	Steele Waseca Coop Electric	225-49810-430-43810	8.01	1077021-Security Hangar 2
181020	Steele Waseca Coop Electric	601-49430-000-43810	294.42	1116570-Water Tower-Met Con Way
181020	Steele Waseca Coop Electric	225-49810-430-43810	156.25	1018611-Hangar 910K
181020	Steele Waseca Coop Electric	225-49810-430-43810	8.01	41927-Airport
181020	Steele Waseca Coop Electric	225-49810-430-43810	42.90	41901-Airport
181020	Steele Waseca Coop Electric	225-49810-430-43810	589.63	23947-Airport 10
181020	Steele Waseca Coop Electric	101-43160-430-43810	85.23	27205-Airtech Park
181020	Steele Waseca Coop Electric	602-49450-000-43810	222.25	30493-Lift Station
181020	Steele Waseca Coop Electric	902-00000-000-23935	-2,086.75	Monthly Charges-May
181020	Steele Waseca Coop Electric	225-49810-430-43810	44.44	20891-Airport New Hangar
	Steele Waseca Coop Electric		2,086.75	
181021	Streefland Mark	601-00000-000-20200	56.27	Refund Check 007156-002, 716 Rice St
	Streefland Mark		56.27	
181022	Streicher's Inc.	101-42123-420-42410	56.49	Mag Pouch - Tourniquet Pouch
	Streicher's Inc.		56.49	
181023	T Nelson Properties	601-00000-000-20200	60.10	Refund Check 020530-000, 310 23 St NW Apt 4
	T Nelson Properties		60.10	
181024	T Nelson Properties LLC	101-00000-000-22000	5,000.00	Escrow Release for 312 23rd St NW 2014-00618
	T Nelson Properties LLC		5,000.00	
0	Tech Sales Co	602-49480-000-42210	3,362.00	Sampler Parts

Check Numb	Last Name	Acct 1	Amount	Description
	Tech Sales Co		3,362.00	
0	The Library Store Inc	101-45500-450-42030	2,973.32	Camp Snoopy Library Cards
	The Library Store Inc		2,973.32	
181025	The Prophet Corporation	101-45130-450-42110	64.16	Dumbbells
	The Prophet Corporation		64.16	
0	Thompson Concrete & Masonry LLC	101-45200-450-44050	12,126.98	Concrete Curbing (Blue Bird Park)
	Thompson Concrete & Masonry LLC		12,126.98	
181026	Thomson Reuters - West	101-42121-420-43090	500.01	Clear Database
	Thomson Reuters - West		500.01	
0	Timm's Trucking Inc	101-45200-450-42110	95.00	Wood Mulch
0	Timm's Trucking Inc	101-45200-450-42110	240.00	Wood Mulch
	Timm's Trucking Inc		335.00	
0	Top Gear Inc.	101-45140-450-43130	440.10	Safety Camp Bike Helmets
	Top Gear Inc.		440.10	
0	Tyler Technologies Inc	431-41510-410-44050	3,912.00	Tyler SAAS Fees
0	Tyler Technologies Inc	431-41510-410-44050	1,956.00	Tyler SAAS Fee
0	Tyler Technologies Inc	431-41510-410-44050	2,608.00	Tyler SAAS Fee
0	Tyler Technologies Inc	431-41510-410-44050	4,564.00	Tyler SAAS Fees
	Tyler Technologies Inc		13,040.00	
181027	Unity House	101-00000-000-22000	1,000.00	Escrow Release for 1107 2nd St NE Permit No.2018-00853
	Unity House		1,000.00	
181028	Utility Logic LLC	602-49450-000-44040	625.00	Push Camera Repairs
181028	Utility Logic LLC	602-49450-000-42210	1,209.00	Push Camera Parts

Check Numb	Last Name	Acct 1	Amount	Description
	Utility Logic LLC		1,834.00	
181029	Verizon Wireless	101-43190-430-43210	40.01	Data Engineering Survey Device
181029	Verizon Wireless	602-49480-000-43210	67.82	WWTP Phones
181029	Verizon Wireless	902-00000-000-23935	-1,016.52	Data Charges - May
181029	Verizon Wireless	101-42121-420-43210	40.01	Drone Jetpack
181029	Verizon Wireless	101-42123-420-43210	715.86	Data Air Cards - MDC
181029	Verizon Wireless	902-00000-000-23935	1,016.52	Data Charges - May
181029	Verizon Wireless	601-49430-000-43210	112.81	Data Air Cards- Water
181029	Verizon Wireless	101-41350-410-43210	40.01	Jetpack Brad
	Verizon Wireless		1,016.52	
181030	Wal-Mart	101-45140-450-42110	24.54	Camp Supplies
181030	Wal-Mart	101-45140-450-42110	66.86	Camp Supplies
181030	Wal-Mart	101-42110-420-43130	0.72	Index Cards - Safe Summer Kickoff
181030	Wal-Mart	101-00000-000-10108	-0.72	Index Cards - Safe Summer Kickoff
181030	Wal-Mart	101-00000-000-10100	0.72	Index Cards - Safe Summer Kickoff
181030	Wal-Mart	101-45140-450-42110	80.32	Camp Supplies
181030	Wal-Mart	101-00000-000-10108	-207.30	Cutlery/Napkins/Mustard/Tongs - Safe Summer Kickoff
181030	Wal-Mart	101-00000-000-10100	207.30	Cutlery/Napkins/Mustard/Tongs - Safe Summer Kickoff
181030	Wal-Mart	101-42110-420-43130	207.30	Cutlery/Napkins/Mustard/Tongs - Safe Summer Kickoff
181030	Wal-Mart	101-45140-450-42110	33.90	Camp Supplies
181030	Wal-Mart	101-42123-420-42110	26.92	Washer Fluid
181030	Wal-Mart	101-42220-420-42110	23.96	Gatorade
181030	Wal-Mart	101-42210-420-42230	74.25	Bathroom Cleaner / Clorox / Tissue
	Wal-Mart		538.77	
181031	Waste Management of WI-MN	602-49480-000-43840	1,885.35	Wastewater Facility 214 14th St NE
181031	Waste Management of WI-MN	101-45200-450-43840	109.69	TeePee Tonka 10 3rd St NE
181031	Waste Management of WI-MN	101-45122-450-43840	135.85	Community Center 15 Division St W
181031	Waste Management of WI-MN	101-45500-450-43840	135.85	Buckham Center 11 Division St E
181031	Waste Management of WI-MN	225-49810-430-43840	135.41	Aiport 3401 Hwy 21 W
181031	Waste Management of WI-MN	101-45200-450-43840	47.09	Parking Lot Behind Post Office 26 3rd St NE
181031	Waste Management of WI-MN	101-45127-450-43840	100.91	Soccer Field 704 17th St SW
181031	Waste Management of WI-MN	101-45200-450-43840	348.08	Dog Park 900 Lyndale Ave
181031	Waste Management of WI-MN	101-42210-420-43840	123.91	Fire 122 2nd St NW
181031	Waste Management of WI-MN	603-49500-000-43840	11.99	PW Facility 1200 Belview Trl
181031	Waste Management of WI-MN	902-00000-000-23935	5,878.77	Service 05/01/2024-05/31/2024
181031	Waste Management of WI-MN	101-45125-450-43840	552.58	Aquatic Center 1820 2nd Ave NW
181031	Waste Management of WI-MN	101-42110-420-43840	129.66	Police 25 4th St NW

Check Num	Last Name	Acct 1	Amount	Description
181031	Waste Management of WI-MN	602-49450-000-43840	84.30	PW Facility 1200 Belview Trl
181031	Waste Management of WI-MN	101-45126-450-43840	56.64	Washington Rec Center 117 Shumway
181031	Waste Management of WI-MN	101-43121-430-43840	809.97	PW Facility 1200 Belview Trl
181031	Waste Management of WI-MN	101-45200-450-43840	994.50	North Alexander Park 1810 2nd Ave NW
181031	Waste Management of WI-MN	101-41940-410-43840	132.69	City Hall 208 1st Ave NW
181031	Waste Management of WI-MN	902-00000-000-23935	-5,878.77	Service 05/01/2024-05/31/2024
181031	Waste Management of WI-MN	601-49430-000-43840	84.30	PW Facility 1200 Belview Trl
	Waste Management of WI-MN		5,878.77	
0	WSB & Associates Inc	603-49500-000-43090	2,832.00	2023-13 Stormwater Pond Analysis - April
	WSB & Associates Inc		2,832.00	
181032	Xcel Energy	101-43160-430-43810	2.33	51-0010353780-3 - 1690 Highway 60W Street Lighting
181032	Xcel Energy	101-43160-430-43810	20.49	51-5358630-4 - 45 State Ave Lighting
181032	Xcel Energy	101-45200-450-43810	36.35	304915622 705 3 Ave NW-Wapacuta Park Shelter
181032	Xcel Energy	101-43170-430-43810	-122.49	303691980 2219 Grant St Light
181032	Xcel Energy	101-43160-430-43810	110.85	304882766 17 3rd St NE Unit Street Light
181032	Xcel Energy	225-49810-430-43830	24.18	302414965 3401 Hwy 21 W
181032	Xcel Energy	101-45200-450-43830	24.18	304017445 900 Lyndale Ave N
181032	Xcel Energy	101-45122-450-43810	5,040.95	303273787 15 Central Ave Load Profile
181032	Xcel Energy	101-42500-420-43810	32.76	304214955 930 4th Ave NW Siren
181032	Xcel Energy	101-45200-450-43810	-54.26	304017445 900 Lyndale Ave N
181032	Xcel Energy	101-42110-420-43830	599.18	303688424 25 4th St NW
181032	Xcel Energy	101-45127-450-43810	2.69	304160080 705 17th St SW
181032	Xcel Energy	601-49430-000-43810	-2,418.57	303929972 1904 Fairground Dr
181032	Xcel Energy	602-49480-000-43810	12,525.96	304239286 214 14th St NE
181032	Xcel Energy	902-00000-000-23935	-53,043.63	Electricity Bill-May
181032	Xcel Energy	101-45200-450-43810	-3.00	303510224 Central Park Band Stand
181032	Xcel Energy	101-43160-430-43810	193.83	304850219 218 3 St NW/129 4 St NW Street Light
181032	Xcel Energy	101-43170-430-43810	8.00	156258 117 Shumway CD Siren
181032	Xcel Energy	101-41510-410-44370	696.56	Non-Recurring Charges/Credit-Late Fee
181032	Xcel Energy	602-49450-000-43810	37.53	302346525 3030 Hwy 60 W Lift Station
181032	Xcel Energy	602-49450-000-43810	21.72	302412146 1901 7 St NW Lift Station
181032	Xcel Energy	101-42110-420-43810	322.88	303877775 11 20th St NW Evidence Garage
181032	Xcel Energy	101-45200-450-43810	19.71	303683055 100 TP Tonka Security
181032	Xcel Energy	101-42110-420-43830	85.49	303877775 11 20th St NW Evidence Garage
181032	Xcel Energy	101-45122-450-43810	22.63	244829 16 Central Ave
181032	Xcel Energy	101-45200-450-43810	63.96	304428352 601 1st Ave NE Fleckenstein Bluffs Park
181032	Xcel Energy	101-42210-420-43810	-200.25	302527702 122 2 St NW Fire Hall
181032	Xcel Energy	602-49480-000-43830	739.01	302858086 214 14 St NE
181032	Xcel Energy	101-45126-450-43810	-305.98	303373970 117 Shumway Load Profile

Check Num	Last Name	Acct 1	Amount	Description
181032	Xcel Energy	101-45200-450-43810	29.10	303920032 540 2nd Ave NW
181032	Xcel Energy	101-42110-420-43810	5,342.01	303688424 25 4th St NW
181032	Xcel Energy	101-43160-430-43810	78.72	304850223 415/430 2 Ave NW-2 Ave Signal System
181032	Xcel Energy	101-43160-430-43810	86.63	305155739 201 30th St NW Lighting
181032	Xcel Energy	101-45200-450-43810	99.22	303239611 Sr High Tennis Courts
181032	Xcel Energy	101-45200-450-43830	24.18	302627100 Jefferson Warming House
181032	Xcel Energy	101-42500-420-43810	8.00	146104 920 9 Ave SW CD Siren
181032	Xcel Energy	601-49430-000-43810	386.34	304051816 1200 Belview Trl
181032	Xcel Energy	101-45126-450-43810	40.97	302492805 117 Shumway Washington Center
181032	Xcel Energy	101-45500-450-43810	126.78	302342287 11 Division St E
181032	Xcel Energy	101-45200-450-43810	14.73	302321102 1000 7 Ave SW-S Alex Sec
181032	Xcel Energy	101-41940-410-43830	152.35	303640982 208 1 Ave NW City Hall
181032	Xcel Energy	101-45122-450-43830	384.78	303402179 16 Central Ave
181032	Xcel Energy	601-49430-000-43810	708.53	302814303 1217 Parshall Reservoir #2
181032	Xcel Energy	601-49430-000-43830	64.40	304914908 812 8 Ave NW Bldg B-WTP
181032	Xcel Energy	101-45200-450-43810	29.73	303683055 100 Tee Pee Tonka Park
181032	Xcel Energy	101-43170-430-43810	-147.25	302525247 4050 Hwy 60 W
181032	Xcel Energy	101-45500-450-43810	142.62	302342287 11 Division St E
181032	Xcel Energy	602-49450-000-43830	24.18	302458578 828 8 Ave NW Park Shop
181032	Xcel Energy	101-43160-430-43810	75.01	304850222 328 4 St NW-4 Ave NW Signal System
181032	Xcel Energy	101-45200-450-43810	647.32	302576466 1815 Alexander Dr
181032	Xcel Energy	101-43160-430-43810	-83.22	303661815 495 Heritage Pl
181032	Xcel Energy	602-49450-000-43810	12.11	302794134 98 3 Ave NW Viaduct Lift Station
181032	Xcel Energy	101-45122-450-43810	1,614.50	302825421 19 Division St W
181032	Xcel Energy	101-43121-430-43810	3,712.22	304051816 1200 Belview Trl
181032	Xcel Energy	101-43160-430-43810	-153.09	304157632 1602 2nd Ave NW
181032	Xcel Energy	603-49500-000-43810	54.93	304051816 1200 Belview Trl
181032	Xcel Energy	101-43170-430-43810	76.82	303446090 1418 Division St W Signal Light
181032	Xcel Energy	602-49450-000-43810	22.26	303670994 1090 Cannon Circle Lift Station
181032	Xcel Energy	602-49450-000-43810	14.58	303333605 410 Frink Ave Lift Station
181032	Xcel Energy	602-49450-000-43830	28.05	304051816 1200 Belview Trl
181032	Xcel Energy	101-43160-430-43810	36.70	305051521 New Bridge Lights 2nd Ave Bridge
181032	Xcel Energy	601-49430-000-43810	803.79	302969048 350 Alexander Park Well #6
181032	Xcel Energy	101-45125-450-43810	1,534.43	303727721 1830 2 Ave NW Aquatic Center
181032	Xcel Energy	602-49450-000-43810	17.31	303203605 319 Lind St Lift Station
181032	Xcel Energy	101-43160-430-43810	89.76	304886692 1190 60 W Street Light
181032	Xcel Energy	101-45122-450-43810	20.39	154794 16 Central Ave
181032	Xcel Energy	602-49450-000-43810	40.94	304801551 1321 Matteson St Lift Station
181032	Xcel Energy	101-45126-450-43810	19.41	171746 117 Shumway Lighting
181032	Xcel Energy	902-00000-000-23935	53,043.63	Electricity Bill - May
181032	Xcel Energy	602-49450-000-43810	5.71	302772185 1150 Willow Lift Station
181032	Xcel Energy	101-43170-430-43810	-120.39	303453265 1500 7 St NW Signal Light
181032	Xcel Energy	101-43160-430-43810	18.24	305251679 1701 Grant St NW St Light

Check Numb	Last Name	Acct 1	Amount	Description
181032	Xcel Energy	101-43170-430-43810	19.27	304131503 2200 30th St NW
181032	Xcel Energy	101-43160-430-43810	135.66	304850220 720 4 St NW Street Light Feed Point
181032	Xcel Energy	101-42500-420-43810	42.11	303930334 Fairgrounds/300 Western
181032	Xcel Energy	101-42500-420-43810	3.86	167157 1203 Parshall St
181032	Xcel Energy	601-49430-000-43830	24.18	302971552 824 7th St NW Water Works
181032	Xcel Energy	101-45200-450-43810	-58.10	302261595 920 9 Ave SW
181032	Xcel Energy	101-42500-420-43810	3.86	154013 1851 220 St E CD Siren
181032	Xcel Energy	225-49810-430-43830	24.18	304268058 Hangar 910B - City
181032	Xcel Energy	601-49430-000-43810	6,445.62	303329691 824 7 St NW Pump Water
181032	Xcel Energy	602-49450-000-43810	45.41	305211022 140 Riverchase Ct Lift Station
181032	Xcel Energy	101-45126-450-43830	87.32	302971175 117 Shumway Washington Center
181032	Xcel Energy	101-43160-430-43810	30.12	303328788 1600 30 St NW
181032	Xcel Energy	225-49810-430-43830	90.66	304924581 3401 Hwy 21 W
181032	Xcel Energy	101-43160-430-43810	9.93	304116511 800 Lyndale Ave S
181032	Xcel Energy	101-43160-430-43810	76.36	304850221 419 8 Ave NW-8 Ave Signal System
181032	Xcel Energy	601-49430-000-43810	7,362.76	302568990 410 Alexander Park Well #5
181032	Xcel Energy	101-45122-450-43830	280.49	302342287 Boiler Heat Line 30%
181032	Xcel Energy	101-43121-430-43830	269.47	304051816 1200 Belview Trl
181032	Xcel Energy	101-43170-430-43810	144.11	302531059 103 3 St NE Signal Light
181032	Xcel Energy	101-45200-450-43810	24.33	304850239 Tee Pee Tonka Park Tunnel
181032	Xcel Energy	101-43160-430-43810	28.33	304087990 510 2 Ave NW Carnival
181032	Xcel Energy	101-43160-430-43810	62.11	304850224 402 Central-Central Ave Signal System
181032	Xcel Energy	602-49480-000-43810	-29.70	Non-Recurring Charges/Credit
181032	Xcel Energy	101-45500-450-43830	654.48	302342287 11 Division St E 70%
181032	Xcel Energy	101-43170-430-43810	208.86	303396625 27 Division St E Signal Light
181032	Xcel Energy	225-49810-430-43830	24.18	304268037 Hangar 910A - City
181032	Xcel Energy	101-43160-430-43810	-255.41	304157645 3305 Highway 60
181032	Xcel Energy	101-45200-450-43810	44.94	302165394 415 2nd Ave SW Wapacuta Pk
181032	Xcel Energy	101-43160-430-43810	10.04	304116510 1904 Grant St NW
181032	Xcel Energy	101-45125-450-43830	891.58	303727721 1830 2 Ave NW Aquatic Center
181032	Xcel Energy	101-45500-450-43810	20.60	302342287 11 Division St E Security
181032	Xcel Energy	101-45200-450-43810	26.57	175957 500 Maple Lawn Cartway
181032	Xcel Energy	101-43160-430-43810	18.77	304116512 1000 Lyndale Ave S
181032	Xcel Energy	101-42500-420-43810	3.86	178539 2613A Hulett Court
181032	Xcel Energy	601-49430-000-43810	412.06	304872579 812 8 Ave NW-WTP
181032	Xcel Energy	101-43160-430-43810	-542.65	302767481 210 3 St NE St Light HP
181032	Xcel Energy	603-49500-000-43830	3.99	304051816 1200 Belview Trl
181032	Xcel Energy	602-49450-000-43810	386.34	304051816 1200 Belview Trl
181032	Xcel Energy	602-49480-000-43810	29.93	302940983 502 3rd Ave NW
181032	Xcel Energy	101-42500-420-43810	8.00	164184 930 4th CD Siren
181032	Xcel Energy	602-49450-000-43810	83.70	302976387 1301 Willow St Lift Station
181032	Xcel Energy	601-49430-000-43830	28.05	304051816 1200 Belview Trl
181032	Xcel Energy	101-45200-450-43810	29.77	303659432 618 9 Ave SW Sledding Hill

Check Numb	Last Name	Acct 1	Amount	Description
181032	Xcel Energy	225-49810-430-43830	24.18	304268056 Hangar 910G - Rental
181032	Xcel Energy	101-42210-420-43830	385.86	302350193 122 2 St NW Fire Hall
181032	Xcel Energy	101-41940-410-43810	1,835.92	303683323 208 1 Ave NW
	Xcel Energy		53,066.45	
			1,609,425.15	



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: June 25, 2024
SUBJECT: Approve Hold Harmless and Indemnification Agreement with the Faribault Area Chamber of Commerce

Background:

The City Council approved an application for a 1-4 Day Temporary On-Sale Liquor License from the Faribault Area Chamber of Commerce at their June 11, 2024, meeting for the Blue Collar BBQ Festival that will be held at Teepee Tonka Park, 10 3rd Ave NE, August 2-August 3, 2024. Since this event is held on City property, a Hold Harmless and Indemnification Agreement will also be signed by the Faribault Area Chamber.

Recommendation:

Approve Hold Harmless and Indemnification Agreement

Attachments:

1. Hold Harmless-Indemnification-Chamber - August

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Hold Harmless and Indemnification Agreement (“Agreement”) is made this 25th day of June, 2024 by and between the City of Faribault, a Minnesota municipal corporation (the “City”) and Faribault Chamber of Commerce and Tourism, 530 Wilson Ave, Faribault, MN.

Recitals

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

WHEREAS, Faribault Chamber of Commerce and Tourism has requested that the City allow it to sell intoxicating liquor outdoors at an event being held at Teepee Tonka Park, 10 3rd Ave NW, on August 2 and 3, 2024 (the “Event”); and

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

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

AGREEMENT

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

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

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Its: Mayor

By: _____
Jessica L. Kinser
Its: City Administrator

**FARIBAULT CHAMBER OF COMMERCE AND
TOURISM**

By: _____
Its: _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: June 25, 2024
SUBJECT: Resolution 2024-122 Accept Southeastern Minnesota Arts Council Grant

Background:

Faribault Parks and Recreation Department was recently awarded a Southeastern Minnesota Arts Council Grant in the amount of \$5,000.00. This grant was requested to assist with the cost of the summer concerts series in Central Park.

This is a request to accept the grant in the amount of \$5,000 from the Southeastern Minnesota Arts Council (SEMAC).

Recommendation:

Approve Resolution 2024-122 to accept the Southeastern Minnesota Arts Council Grant in the amount of \$5,000.00.

Attachments:

1. Resolution 2024-122 Accept Southeastern Minnesota Arts Council Grant
2. Award Letter

CITY OF FARIBAULT

RESOLUTION #2024-122

ACCEPT SOUTHEASTERN MINNESOTA ARTS COUNCIL GRANT

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

WHEREAS, the Southeastern Minnesota Arts Council Grant has allocated funding to the Faribault Parks and Recreation Department to assist with the costs of the summer concerts series in Central Park; and

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes the Faribault Parks and Recreation Department to accept the Southeastern Minnesota Arts Council Grant in the amount of \$5,000.00.

Date Adopted: June 25, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica Kinser, City Administrator



7 June 2024

Denise Hansen
RE Faribault Parks & Recreation
15 W Division St
Faribault MN 55021

Re: **Grant 8424LM**

Dear Denise:

We are pleased to enclose a grant check from the SEMAC Legacy Grant fund. This \$5,000 award is designated for expenses related to the project *Faribault Concerts in the Park Series*. Checks are negotiable for ninety days and should be deposited immediately upon receipt. The grantee will be responsible for all fees associated with reissuing a check due to loss or untimely deposit.

The Contractual Agreement between Faribault Parks & Recreation and the Southeastern Minnesota Arts Council has been confirmed on the grant interface. Please refer to this document for information regarding your enumerated obligations, which include the following:

- The required credit line and logo for all publicity related to the project.
- Letters of thanks sent to senators and representatives in the Minnesota Legislature.
- A Final Report submitted online no later than **10/19/2024**.

Please note that SEMAC grants are made possible by taxpayer monies, and any inappropriate expenditure by the grantee constitutes a misuse of public funds.

We wish you the very best. Thank you again for your efforts to further the arts in southeastern Minnesota.

Sincerely,

Anastasia D. Shartin
Executive Director

enclosure

WE'VE MOVED! Our new address is 2510 Superior Dr NW, Suite B, Rochester MN 55901.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: June 25, 2024
SUBJECT: Resolution 2024-123 Approve Hiring Assistant Finance Director

Background:

Due to a retirement, there is a need to fill the Assistant Finance Director position. The position was posted from March 4, 2024 to June 14, 2024.

Six applications were received, reviewed and scored. One applicant was selected for an interview. The interview panel consisted of Jeanne Schmuck, Finance Director, Jessica Kinser, City Administrator, and Kevin Bushard, Human Resources Director. The panel selected Chad Guse as the recommendation for hire.

Resolution 2024-123 recommends the hiring of Chad Guse. Chad would be hired at grade M step 3, as per the Amended Non-Union Compensation Plan 2022-2024. He will begin employment on July 8, 2024.

Recommendation:

Approve resolution 2024-123, approving the hiring of Chad Guse as Assistant Finance Director.

Attachments:

1. Resolution 2024-123 Approve Hiring Assistant Finance Director

CITY OF FARIBAULT

RESOLUTION #2024-123

APPROVE HIRING ASSISTANT FINANCE DIRECTOR

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

WHEREAS, the City has advertised and interviewed for the Assistant Finance Director position with the City; and

WHEREAS, the City Council desires to fill the vacant Assistant Finance Director position.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Chad Guse be extended an offer of employment to fill the vacant Assistant Finance Director position.

Date Adopted: June 25, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: June 25, 2024
SUBJECT: Approve Quote for Well House Roofing Repairs

Background:

Three well houses containing drinking water wells have roofs that are leaking and need repair. It is critical to complete these repairs to protect the electrical components for the wells. Repairs to the roofs were last made in 1996.

Staff solicited a quote for the repairs from Schwickert's Tecta America, LLC, Mankato, MN for \$56,193.00. The quote is for and adhered repair. Staff is recommending making repairs to all three of the well houses at one time to save \$26,089.00 versus doing each one separately at later dates. This is an un-budgeted expense for 2024, so a budget adjustment to Fund 601-49430 will be necessary. Funding will be provided by the Water Fund (601).

Recommendation:

Approve Quote for Well House Roof Repairs from Schwickert's Tecta America, LLC , Mankato, MN and Budget Adjustment to Fund 601-49430

Attachments:

1. Schwickert's Quote
2. 601-49430 Budget Adjustment



design | build | repair | replace

6/4/24

PROPOSAL #: CS982524

To Whom It May Concern:

Thank you for your interest in working with Schwickert's Tecta America!

Founded in 1906 by George Schwickert, Schwickert's has been a locally known name in Southern Minnesota for over 110 years. As a leading Midwest roofing and mechanical systems contractor, we serve commercial, industrial and residential markets in roofing, architectural metals, mechanical piping and plumbing, heating, air conditioning, electrical, air duct cleaning, dryer vent cleaning, chimney sweeping and specialty fabrication products. In addition to the products offered, our services include design, start-up, commissioning, preventative maintenance programs, inspections, and more.

Schwickert's is well-known in the industry and is a leading roofing and mechanical contractor in the country. In fact, our reputation of being the best has developed from our quality workmanship, years of experience, innovative solutions and from the consistent way in which we satisfy our customers.

Thank you for giving us this opportunity to assist you in making an educated decision about your roofing needs. We look forward to working with you!

Sincerely,

A handwritten signature in black ink, appearing to read "Camryn Schulz".

Camryn Schulz
Project Manager
Schwickert's Tecta America, LLC

Cell: (507) 380-9217

Cschulz3@tectaamerica.com

SCHWICKERT TECTA AMERICA'S SOLUTIONS DESIGNED TO ADDRESS YOUR NEEDS

**You can rely on Schwickert's Tecta America, your trusted business partner,
to provide a combination of products and services that best suit your needs.**

City of Faribault Utility Wells Multiple Addresses

SCOPE OF WORK: RECOMMENDATIONS

Water Tower Well: Ballasted EPDM

- Shovel off ballast rock and set aside for re-use.
- Tear off roofing down to existing insulation and dispose of properly.
- Install 1 layer of 1.5" Polyisocyanurate insulation (ISO) over existing insulation.
- Install 1 layers of 2x6 wood blocking to outside perimeter to accommodate new insulation height.
- Insulation R-value to be enhanced to average of R-30, state required code for Minnesota.
- Install 60-mil ballasted EPDM roof system per manufacturer's specifications.
- Install all flashings and accessories required to complete roof system.
- Flash all existing penetrations.
- Re-install ballast rock at a rate of 10 lbs. per square foot.
- Install new metal coping cap, and scuppers at perimeter locations
- Metal to be 24-gauge pre-finished steel.
- Color TBD by owner from standard Una Clad color chart.
- Includes 20-year Total System Roofing Warranty according to manufacturer's specifications.

Water Tower Well: Adhered

- Tear off roofing down to existing concrete deck and dispose of properly.
- Install self-adhering vapor barrier over concrete deck.
- Install 2 layers of 2.6" Polyisocyanurate insulation (ISO).
- Insulation to be attached using low-rise polyurethane adhesives.
- Install 1 layers of 2x6 wood blocking to outside perimeter to accommodate new insulation height.
- Insulation R-value to be enhanced to average of R-30, state required code for Minnesota.
- Install 60-mil Adhered EPDM roof system per manufacturer's specifications.
- Install all flashings and accessories required to complete roof system.
- Flash all existing penetrations.
- Install new metal coping cap, and scuppers at perimeter locations
- Metal to be 24-gauge pre-finished steel.
- Color TBD by owner from standard Una Clad color chart.
- Includes 20-year Total System Roofing Warranty according to manufacturer's specifications.

West Alexander Well: Ballasted

- Shovel off ballast rock and set aside for re-use.
- Tear off roofing down to existing concrete deck and dispose of properly.
- Install 2 layers of 2.6" Polyisocyanurate insulation (ISO) over vapor barrier.
- Insulation R-value to be enhanced to average R-30, state required code for Minnesota.
- Install 60-mil ballasted EPDM roof system per manufacturer's specifications.
- Install all flashings and accessories required to complete roof system.
- Flash all existing penetrations.
- Re-install ballast rock at a rate of 10 lbs. per square foot.
- Install new expansion joint metal per manufacturer's specifications.
- Install new metal coping cap, and scuppers at perimeter locations
- Metal to be 24-gauge pre-finished steel.
- Color TBD by owner from standard Una Clad color chart.

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507.281.0611

8600 West 125th Street
Savage, MN 55378
612.284.4233

1841 E 1450 Road
Lawrence, KS 66044
913.674.4445

- Includes 20-year Total System Roofing Warranty according to manufacturer's specifications.

West Alexander Well: Adhered

- Tear off roofing down to existing concrete deck and dispose of properly.
- Install self-adhering vapor barrier over concrete deck.
- Install 2 layers of 2.6" Polyisocyanurate insulation (ISO) over vapor barrier.
- Insulation to be attached using low-rise polyurethane adhesives.
- Insulation R-value to be enhanced to average R-30, state required code for Minnesota.
- Install 60-mil Adhered EPDM roof system per manufacturer's specifications.
- Install all flashings and accessories required to complete roof system.
- Flash all existing penetrations.
- Install new expansion joint metal per manufacturer's specifications.
- Install new metal coping cap, and scuppers at perimeter locations
- Metal to be 24-gauge pre-finished steel.
- Color TBD by owner from standard Una Clad color chart.
- Includes 20-year Total System Roofing Warranty according to manufacturer's specifications.

North Alexander Well: Ballasted

- Shovel off ballast rock and set aside for re-use.
- Tear off roofing down to existing concrete deck and dispose of properly.
- Install 2 layers of 2.6" Polyisocyanurate insulation (ISO) over vapor barrier.
- Install 3 layers of 2x4 wood blocking to existing sleepers to accommodate new insulation height.
- Install 3 layers of 2x6 blocking to outside perimeter to accommodate new insulation height.
- Install 3 layers of 2x6 blocking to existing roof hatch to accommodate new insulation heights.
- Insulation R-value to be enhanced to average R-30, state required code for Minnesota.
- Install 60-mil ballasted EPDM roof system per manufacturer's specifications.
- Install all flashings and accessories required to complete roof system.
- Flash all existing penetrations.
- Re-install ballast rock at a rate of 10 lbs. per square foot.
- Install new metal coping cap, and scuppers at perimeter locations.
- Metal to be 24-gauge pre-finished steel.
- Color TBD by owner from standard Una Clad color chart.
- Includes 20-year Total System Roofing Warranty according to manufacturer's specifications.

North Alexander Well: Adhered

- Tear off roofing down to existing concrete deck and dispose of properly.
- Install self-adhering vapor barrier.
- Install 2 layers of 2.6" Polyisocyanurate insulation (ISO) over existing insulation.
- Insulation to be attached using low-rise polyurethane adhesives.
- Install 3 layers of 2x4 wood blocking to existing sleepers to accommodate new insulation height.
- Install 3 layers of 2x6 blocking to outside perimeter to accommodate new insulation height.
- Install 3 layers of 2x6 blocking to existing roof hatch to accommodate new insulation heights.
- Insulation R-value to be enhanced to average R-30, state required code for Minnesota.
- Install 60-mil Adhered EPDM roof system per manufacturer's specifications.
- Install all flashings and accessories required to complete roof system.
- Flash all existing penetrations.
- Install new metal coping cap, and scuppers at perimeter locations.
- Metal to be 24-gauge pre-finished steel.
- Color TBD by owner from standard Una Clad color chart.
- Includes 20-year Total System Roofing Warranty according to manufacturer's specifications.

PRE- & POST-CONSTRUCTION SPECIFICATIONS

Project Preparation:

- Perform a pre-job meeting to determine jobsite logistics and safety requirements

- Furnish proposed construction scheduled, if needed.

Post-job procedures:

Upon completion of project, we offer to conduct a post job closeout meeting which includes:

- Review of Executed Scope of Work
- Review of Any Unforeseen Conditions
- Final Joint Walk of New Roof Assembly
- Submission of Critical Project Documents and Job Progress Photos
- Brief Orientation and Care Requirements of Your New Roofing System.
- Delivery of Contractor's and Manufacturer's Warranty
- Discuss Tecta Tracker & Preventative Maintenance programs

GENERAL NOTES AND QUALIFICATIONS

Employee Professionalism:

All work shall be performed in a safe, professional manner in compliance with Schwickert's policy.

Permits:

Schwickert's will obtain necessary permits.

Safe & Clean Work Environment:

All work premises will be cleaned daily during the construction process and at the completion of the project. Trash will be removed to dumpster provided by Schwickert's

Warranty:

Workmanship is covered by Schwickert's Tecta America's Two year warranty. Form to be standard similar to the Midwest Roofing Contractors Association (MRCA) warranty. This warranty excludes any routine maintenance and recommended repair work beyond the terms of the warranty.

Details will be installed in accordance with NRCA (National Roofing Contractor Association) guidelines and manufacturer's recommendations. Shop drawings for any specific details will be provided upon request for your approval prior to the preconstruction meeting.

Additional Inclusions and Exclusions:

- Hoisting of materials is included in this proposal
- Identification, abatement and disposal of hazardous materials is not included.
- Sales and excise taxes are included.
- All electrical work unless specifically noted within the mechanical specification is not included.
- Wood blocking is included.
- Deck repair/replacement is not included in this proposal outside of predetermined areas. Replacement can be done on a time and material basis.
- Any Mechanical or Electrical disconnects or reconnects are not included in this proposal.
- Lawn or pavement restoration is not included in this proposal.
- This proposal assumes no premium time/and or acceleration costs.
- We do not include costs for temporary utilities and/or facilities
- Snow and ice removal is not included in this proposal.
- Owner shall be responsible for all costs associated to perform an asbestos survey if required by any governmental authority.
- Our price stated in this contract proposal is based upon current material prices. Because of raw material price volatility, including the price of oil, our material suppliers are unable to provide us with price protection for the materials included within this proposal. Accordingly, should our material prices increase during the term of this proposal, and during the time of performance of work contemplated by this proposal, our price for performance of the work contemplated by this proposal shall be increased by such direct material cost increases

CONTRACT

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Base Bid:

Water Tower Well: Ballasted EPDM (\$23,114.00) Twenty-Three Thousand One Hundred Fourteen Dollars and 00/100

Water Tower Well: Adhered (\$28,298.00) Twenty- Eight Thousand Two Hundred Ninety-Eight Dollars and 00/100

West Alexander Well: Ballasted (\$25,342.00) Twenty- Five Thousand Three Hundred Forty-Two Dollars and 00/100

West Alexander Well: Adhered (\$26,052.00) Twenty- Six Thousand Fifty-Two Dollars and 00/100

North Alexander Well: Ballasted (\$25,853.00) Twenty-Five Thousand Eight Hundred Fifty-Three Dollars and 00/100

North Alexander Well: Adhered (\$27,932.00) Twenty-Seven Thousand Nine Hundred Thirty-Two Dollars and 00/100

Combined Price: Adhered (\$56,193.00) Fifty-Six Thousand One Hundred Ninety-Three Dollars and 00/100

Please also note that these prices are based on current material costs and do not include protection beyond 30 days.
All applicable tax is not included.

This proposal has been prepared and submitted by Camryn Schulz.

**SUBMITTED BY
SCHWICKERT'S TECTA AMERICA, LLC**



Camryn Schulz

Project Manager

6/4/24

**ACCEPTED BY
OWNER**

PROPOSAL #: CS982524

PRE-LIEN NOTICE OF PRIME CONTRACTOR

(To be Attached as Rider to all Prime Contracts
for Work on Private Property)

“(a) ANY PERSON OR PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.”

TERMS: Owner agrees that all payments required under this Contract shall be due and payable within 20 days of date of invoice whether billing is for job preparation, material stored, work completed each month or final payment. Owner further agrees that Contractor may charge interest at the annual rate of eighteen percent (18%), unless a lesser percentage is required by law on any sum due under this Contract which is not paid within 30 days of invoice date. If payments are not made when due, interest, costs incidental to collection and attorneys’ fees (if an attorney is retained for collection) shall be added to the unpaid balance. Contractor reserves the right, without penalty from Owner, to stop work on the project if Owner does not make payments to Contractor when due. Owner hereby releases Contractor of notice requirements for lien rights in the event payments are not made when due as outlined in this paragraph. **This Proposal/Contract may be withdrawn by Contractor if not accepted within 30 days, or at anytime, subject to increases related to material prices as noted above.**

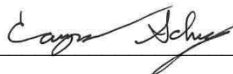
Attached to this Proposal/Contract are Special Conditions. The terms and conditions contained in the attached Special Conditions to Proposal/Contract are incorporated into and are an integral part of this Proposal/Contract.

RECEIPT

This proposal has been submitted by Camryn Schulz. Please call (507) 380-9217 if you have any questions on this proposal.

Receipt of this Pre-Lien Notice, and a copy hereof, is hereby acknowledged by

**SUBMITTED BY
SCHWICKERT’S TECTA AMERICA, LLC**



Camryn Schulz

Project Manager

6/4/24

**ACCEPTED BY
OWNER**

PROPOSAL #: CS982524

SPECIAL CONDITIONS TO PROPOSAL / CONTRACT

Dated _____ between _____ and Schwickert's Tecta America LLC

1. This Contract incorporates all of the agreements of the parties to date. Any changes, alterations or additions thereto shall not be binding or enforceable unless approved in writing by both parties.
2. Our price stated in this contract proposal is based upon current material prices. Because of raw material price volatility, including the price of oil, our material suppliers are unable to provide us with price protection for the materials included within this proposal. Accordingly, should our material prices increase during the term of this proposal, and during the time of performance of work contemplated by this proposal, our price for performance of the work contemplated by this proposal shall be increased by such direct material cost increases.
3. Issuance of a purchase order by Owner will constitute acceptance of each and every term and condition of this Contract. Any additional terms and conditions stated in Owner's purchase order, or other written communication accepting this Contract, or by alteration by Owner of this Contract form, shall not be valid under any circumstances unless specifically adopted or approved by written response of Contractor. Failure to respond by Contractor shall be deemed a denial of any additional and conditions stated in Owner's acceptance.
4. Should leaks occur after completion of installation of the roofing system, inspections or repairs performed by Contractor shall be treated as warranty matters, and such circumstances shall not be grounds for withholding payment of the Contract price; provided, however, if the roof membrane is installed over an existing system, Contractor shall have no responsibility for water penetration which occurs as a result of moisture contained in the old, or former, roofing system.
5. **Any person or company supplying labor or material for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.**
6. **Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amount due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.**
7. If roof tear-off is to be performed, Contractor shall not be responsible for damages caused by water penetration into the building resulting from moisture contained or trapped in or under the existing roof surface, which is released during tear-off. Unless written arrangements are made in advance, Contractor shall not be responsible for damages from leaks through any area of the existing (present) roof surface where Contractor has not performed tear-off surface preparation work.
8. If a warranty of the manufacturer of the roofing system to be installed is to be issued to Owner, a sample copy of such warranty is attached to this Contract. Acceptance of this Contract by Owner shall constitute acceptance of the terms, conditions and limitations of said warranty.
9. Attached hereto and incorporated herein by reference is the Schwickert 2 year Contractor's warranty, which warranty form will be supplied by Contractor to Owner upon completion of this Contract. Acceptance of this Contract by Owner shall constitute acceptance of the terms, conditions and limitations of said warranty.
10. Completion of this Contract shall be the date on which Contractor's work is finished, as distinguished from the date of Owner's acceptance thereof.
11. If structures of any kind are to be added to and installed on the roof membrane after its application, such installation shall be entirely at the risk of Owner, unless Contractor is given reasonable notice in writing of the time and date of such installation and is permitted to supervise or conduct (at its option) the cutting and sealing of the roof membrane necessary for such installation. Contractor shall be paid on a time-and-material basis for such supervision or work. (See manufacturer's warranty for requirements after warranty is delivered.)
12. Damage occurring to the installed roofing membrane, resulting from acts of other contractors or persons authorized by Owner to conduct operations above or upon the installed membrane shall be the responsibility of Owner.
13. Contractor may include owner name, testimonials, location and project information for marketing and communications across any medium the contractor chooses.
14. Contractor may place company signage at the project location for the duration of the project.
15. Contractor is not responsible for costs of repair or damages, including disruption of service, resulting from heavy equipment, including, but not limited to cracks in concrete on the ground at the project site.
16. Contractor accepts no liability to indemnify or hold Owner harmless for damages to persons or property, except those that are the direct result of Contractor's negligent error or omission which occur during performance of Contractor's work.
17. Contractor reserves the right to cancel this Contract by written notice to Owner within 15 days of Owner's acceptance thereof, in the event that Contractor, in the reasonable exercise of its judgment, determines that Owner's credit history or rating is deemed insufficient for the purposes of this Contract.

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

18. Contractor's price includes furnishing all labor, materials and equipment necessary to complete the Contract, subject only to latent conditions of the work area, which could not be reasonably anticipated by the examination of core samples, or the visual inspection ordinarily employed in the roofing trade. If such latent conditions cause or require additional labor or material in the performance of the Contract, Contractor shall promptly notify Owner of such condition, and such additional material and work will be supplied and performed on a time-and-material basis by Contractor, unless the parties agree to a stated price for such additional work.
19. Contractor will perform the work specified herein in accordance with the written specifications, if any, attached or stated in the Contract and the specifications of the manufacturer of the roofing system to be installed, so that the installation will qualify for the issuance of the manufacturer's warranty (identified above) to Owner. Contractor shall not be responsible for any defects or deficiencies in said specifications. Contractor EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE with respect to said specifications.
20. Contractor makes no warranty respecting "Wind Uplift Resistance" of the installed roof system. If a "Factory Mutual Insurance Co. Wind Uplift Standard" is specified, Contractor represents only that the roofing system installed is represented by the manufacturer thereof to meet such specified standards.
21. Contractor warrants that the materials and accessories supplied will be those specified for this Contract and will be new and of recent manufacture and free from obvious defects. Contractor

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shall not be responsible for latent defects in materials and accessories.

22. Contractor shall not be responsible for damages arising from delay due to inclement weather (including the threat of inclement weather), strikes, fires, accidents, delays in shipment or delivery of manufacturer's materials, or other causes beyond its reasonable control; or, if any Interruption of Contractor's work occurs by reason of operations of other contractors at the job site, or from Owner's failure to provide Contractor with reasonable access to the job site to perform this Contract.
23. Contractor shall advise Owner promptly upon completion of work and submit the same for Owner's inspection. Contractor, conditioned upon Owner's prompt inspection and notification to Contractor of any omitted work, or other discrepancies, will remedy the same if required by the specifications or performance standards of the Contract.
24. Contractor will have Workers' Compensation insurance in limits required by state law and Comprehensive General Liability Insurance coverage in force for all of its operations under this Contract.
25. Insurance for replacement of our own work product, for wear and tear, gradual deterioration, latent defect, mildew, mold or fungus, bacteria and other micro-organisms, inherent vice, depreciation, insects or vermin is not reasonably available in the market. As a result, and notwithstanding any other language to the contrary, the parties exclude from this contract, including any indemnity provision, any liability to Contractor for damages caused by the items listed in the previous sentence, because insurance to cover these risks is not reasonably available. Owner will further hold harmless and indemnify Contractor from claims, including claims of tenants and occupants, arising from indoor air quality, including but not limited to the growth of mold, whether as a result of Owner's failure to maintain the building or otherwise.
26. Contractor shall take all reasonable safety precautions with respect to its work, and shall have responsibility for compliance of its equipment and employees with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety and health of person on the job site. Contractor shall have specific responsibility for housekeeping in its immediate work area, and will remove rubbish and debris caused by its work. Contractor shall not be responsible for the safety and health of any persons present at the job site who are not employees of Contractor.

DUTIES AND RESPONSIBILITIES OF OWNER

27. Owner represents to Contractor that the roof deck on which the installation is to be made is in a sound weight-bearing condition, sufficient for the purposes of Contractor's work and that all surfaces to be utilized by Contractor for fastening, adhering or attaching the roofing system will be adequate for the installation to be performed. Promptly after execution of this Contract and prior to commencement of Contractor's work, Owner will inform Contractor in writing of any deck or subsurface conditions which could be damaged by penetrations made by Contractor in installing the roofing system.
28. At the time Contractor commences its work, Owner will provide Contractor with exclusive access and use of all roof areas where work is to be performed and such additional areas as are reasonably necessary for the Contractor to perform its work without interruption. All roof area work surfaces shall be free of debris and in a dry accessible condition. If preliminary work on the roof area is to be performed by others prior to Contractor's work, such work will be complete. Contractor shall not be required to perform its work while snow or other moisture conditions exist on the roof surface, unless Owner provides for removal or curing of such conditions.
29. Owner shall obtain permission for Contractor to work on or over adjoining property, if reasonably necessary to perform this Contract, at no cost to Contractor. Owner will arrange for

restriction of vehicles on property under Owner's control in reasonable proximity of the job site to prevent damage while Contractor's work is in progress, if requested by Contractor.

30. Owner understands and agrees that Contractor shall have no responsibility at any time after completion of the work for damages of any kind to persons or property located below the installed roof membrane, whether or not such damages result from leaks or other weather-oriented sources.
31. Owner agrees to supply all necessary electricity including 220-volt, 30 amp capacity and water. Owner shall permit ready and convenient access to the building and roof area at all times by stairway or elevator service, if available.
32. Owner shall promptly inspect Contractor's work upon notice of completion, and shall either accept the work or give prompt, written notice to Contractor of omitted work or of other discrepancies. If Owner fails to give such notice to Contractor within 7 days from notice of completion, Contractor's performance shall be deemed to be completed for purposes of final payment.
33. Owner will rely exclusively upon the warranty, if any, of the manufacturer of any materials which are not specifically described and included in the "sample warranty" attached hereto.
34. Owner shall make no changes in the scope of the roof installation described herein or the specifications which would tend to disqualify the installation from the issuance of the manufacturer's warranty referred to above.
35. If Contractor's work is to be inspected by Owner's representative, or an architect, Owner agrees to make firm arrangements to have such person available promptly after notice to make inspection as Contractor's work progresses, so as not to cause delay. Owner designates _____ to execute additional work orders or changes and to act for and on behalf of Owner to accept completed work.
36. If, in order for Contractor to perform its work under this Contract, it becomes necessary to disconnect, remove, relocate or otherwise deal with any mechanical or other equipment located on the deck or other surface on which Contractor's work is to be performed, Owner or Owner's agent shall provide for the disconnection, removal, relocation or other appropriate action with respect to such mechanical or other equipment following completion of Contractor's work. Contractor shall have no responsibility with respect to any such rooftop equipment, unless it is specifically provided otherwise in this Contract.
37. Owner agrees to provide at its expense builder's risk insurance for the benefit and protection of Contractor.
38. Prior to Contractor's commencement of performance of its work under this Contract, an appropriate number of tests of substances and materials above and below the roof deck may be conducted by, or on behalf of the Owner, at Owner's expense, to determine if asbestos or similar hazardous substances are present, above or below the roof deck, which could be disturbed or otherwise affected by Contractor's work under this Contract. If such tests indicate the presence of asbestos or similar hazardous substances, Contractor may, at its option, (a) terminate this Contract upon written notice by Contractor to Owner; (b) delay commencement of performance of its work under this Contract until such products or materials, and any hazards connected therewith, are located and abated, encapsulated or removed (in which case Contractor shall receive an extension of time to complete its work thereunder and compensation for delays encountered as a result of such situation and correction); or (c) proceed to locate, abate, encapsulate and remove such products or materials and any hazards connected therewith at a price to be determined by mutual agreement between Contractor and Owner and to be paid by Owner. If Contractor proceeds with its work under this Contract on the assumption that there is no asbestos or similar hazardous substance present, based upon results of tests conducted prior to commencement of its performance or if no tests are performed and Contractor does encounter any such products or material in the course of performing work at the job

site, or if such hazardous materials are encountered by any other firm performing work at the job site, and Contractor determines that such materials present a hazard to its employees, Contractor shall have the right to discontinue its work and remove its employees from the job site until such products or materials and any hazards connected therewith are located and abated, encapsulated or removed, or it is determined that no hazard exists (as the case may be), and Contractor shall receive an extension of time to complete its work hereunder and compensation for delays encountered as a result of such situation and correction. To the extent permitted by law, Owner shall defend, indemnify and hold Contractor harmless from any and all penalties, actions, liabilities, costs, expenses and damages arising from or relating to the presence of asbestos or similar hazardous substances at this work site, including without limitation, installation, disturbance or removal of any product containing asbestos or similar hazardous substances or violation of governmental regulations relating to asbestos or similar hazardous substances. Owner releases Contractor from all claims and liabilities relating to asbestos or similar hazardous substances at this work site, including claims for subrogation. Should Contractor undertake to locate, abate, encapsulate and remove any asbestos or similar hazardous substance present at this work site, provided Contractor conducts its operations in accordance with applicable requirements established by the Occupational Safety and Health Administration and the Environmental Protection Agency, Owner agrees to exonerate, indemnify, defend and hold harmless Contractor from and against all claims, demands and lawsuits and all damages, expenses and losses incurred by Contractor's removal of materials containing asbestos or similar hazardous substances from Owner's building and work site. Without limitation of the foregoing, this indemnification shall include any and all claims, damages, fines, judgments, penalties, costs, response costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys', consultant and expert fees) incurred by Contractor resulting from Contractor's removal, transportation and disposal

of materials containing asbestos or similar hazardous substances from Owner's building and work site, and specifically including any and all costs incurred because of any investigation of the site at which such materials are disposed of by Contractor or any cleanup, removal, remediation or restoration of such site mandated by a federal, state or local agency or political subdivision.

As used herein, the term "hazardous substances" means:

- (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and any regulations promulgated thereunder.
- (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; and
- (c) any substance which is or becomes regulated by any federal, state, or local governmental authority.

ARBITRATION, ACCEPTANCE AND EXECUTION

- 39. All disputes, claims and questions regarding the rights and obligations of the parties under the terms of this Contract are subject to arbitration. Either party may make a demand for arbitration by filing such demand in writing with the other party within 30 days after the dispute first arises. Thereafter, arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.
- 40. This Contract, when accepted by Owner, will constitute the entire agreement between the parties hereto, there being no promises or agreements, written or oral, except as herein set forth. Within 30 days from the date hereof, but not thereafter, Owner may accept this Proposal / Contract by executing the same in the places provided and returning to Contractor.

RECEIPT

Receipt of the Contract/Proposal Special Conditions, and a copy hereof, is hereby acknowledged by

**SUBMITTED BY
SCHWICKERT'S TECTA AMERICA, LLC**



Camryn Schulz

Project Manager

6/4/24

**ACCEPTED BY
OWNER**

PROPOSAL #: CS982524

Marketing Consent and Release

Type of Activity: Interviews, Testimonials/Reviews, Photographs, Videotapes and/or Audio

Purpose: Marketing and Communications

Use: By Schwickert's Tecta America to use in various marketing mediums

My signature on this Consent and Release indicates that:

- I. I understand that my interviews, testimonials/reviews, photographs, videotapes and/or audio may be recorded, collected and used for marketing purposes.
- II. I understand that the inclusion of the activities listed above, reveal the company name and/or project/service information.
- III. I understand that no special compensation will be provided to me for use of these items.
- IV. I understand that I may request a copy of activities collected.

I understand that my consent is voluntary and that I am not required to sign this Consent and Release, and that I have the right to refuse to sign it.

Customer: _____

Representative: _____

Authorized Signature: _____

Date: _____

FUND TITLE:	Water
FUND NUMBER:	601

DEPARTMENT: Public Works
YEAR: 2024

Additional Remarks:

An increase in expenditures in any line item(s) must be offset by either a corresponding decrease in expenditures in another line item(s) or an increase in revenue.

[illegible]



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: June 25, 2024
SUBJECT: Resolution 2024-126 Accept Donation to the Faribault Parks and Recreation Department

Background:

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

This is a request to accept a donation from Harry Brown's LLC in the amount of \$1,000.00 for the 2024 Concerts in the Park series.

Recommendation:

Approve Resolution 2024-126 Accept Donation to the Parks and Recreation Department in the amount of \$1,000.00 from Harry Brown's LLC.

Attachments:

1. Resolution 2024-126 Accept Donation to Faribault Parks and Recreation Department

CITY OF FARIBAULT

RESOLUTION #2024-126

ACCEPT DONATIONS TO THE PARKS AND RECREATION DEPARTMENT

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

WHEREAS, Faribault Parks and Recreation received a donation of \$1,000.00 from Harry Brown's LLC for the 2024 Concerts in the Park series; and

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes Faribault Parks and Recreation Department to accept the donation of \$1,000.00 from Harry Brown's LLC for the 2024 Concerts in the Park series.

Date Adopted: June 25, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Jeanne Schmuck, Finance Director
MEETING DATE: June 25, 2024
SUBJECT: Resolution 2024-127 Levying Special Assessments for Delinquent Water, Sewer, and Storm Water Accounts

Background:

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

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

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

Recommendation:

Approve Resolution 2024-127 Levying Special Assessments for Miscellaneous Delinquent Water, Sewer and Storm Water Accounts.

Attachments:

1. Resolution 2024-127 Levy Assessments for Delinquent Utility Balances
2. Resolution 2024-127 Exhibit A

CITY OF FARIBAULT

RESOLUTION #2024-127

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

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

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

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

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

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

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

1. Assessment Roll for Delinquent Unpaid Water, Sewer and Storm Water attached hereto as Exhibit A in the amount of \$20,437.24.
2. A copy of Exhibit A, which is attached hereto and made a part hereof, is hereby accepted and shall constitute a special assessment against the properties named therein. The owner of property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the date of the adoption of the final assessment resolution; and he may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of

the year in which such payment is made. Such payment must be made before December 31, 2024, or interest will be charged through December 31 of the succeeding year.

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

Date Adopted: June 25, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica Kinser, City Administrator

Utility Billing

Collections Turnover

User: bblank
 Printed: 06/20/2024 - 11:20AM
 Batch: 00001.05.2024 - 06-25-2024 Collections
 Display: Owner

Report Type: Summary
 Sort By: Account Number



Account No	Owner Name	Owner Address 1	Owner Address 2	Service Address	Tax Lot	Amount	Interest	Total
014469-001	Faribault HRA LLC	3520 E River Rd NE	Rochester, MN 55906-5407	20 14 St NE	18-30-4-26-006	50.52	25.00	75.52
015193-002	Paul & Annette Armstrong	535 7 St NW	Faribault, MN 55021	518 7 Ave NW	18-31-2-26-060	97.87	25.00	122.87
016551-006	Mario Rodriguez	117 Tischler Ave SE	Faribault, MN 55021	2932 8 Ave NW	18-19-2-51-045	14.10	25.00	39.10
018713-001	Khoi-Nguyen Nguyen	951 Southwell Enclave	Byron, MN 55920	1216 Cuylle Bay	18-06-3-02-005	92.77	25.00	117.77
021327-001	Cory Plank	1605 Deerwood Ln	Faribault, MN 55021	1605 Deerwood Ln	18-01-4-80-022	42.48	25.00	67.48
021813-000	SRP LLC	PO Box 493	Faribault, MN 55021	815 Willow St	18-06-1-28-003	83.06	25.00	108.06
022653-003	Shafi Qanyare	3011 Acorn Trail	Faribault, MN 55021	3011 Acorn Trl	18-19-2-01-007	14.54	25.00	39.54
023741-001	Chad & Brad Wendel	17171 Hunt Lake Trl	Faribault, MN 55021	26 1 Ave SW Apt 1	18-31-4-26-026	253.95	25.40	279.35
024098-000	Tim Smith	3115 Acorn Trl	Faribault, MN 55021	3115 Acorn Trl	18-19-2-01-003	172.96	25.00	197.96
025470-000	Andrew Behrman	1229 Bradley St	Saint Paul, MN 551305305	123 4 Ave SW	18-31-3-01-045	41.00	25.00	66.00
025575-000	Prime Properties LLC	6426 Oxford Rd N	Shakopee, MN 55379	1114 3 St NW Apt 1	18-36-1-76-095	121.69	25.00	146.69
026260-000	Diane Hagen	735 Ravine St	Faribault, MN 55021	105 4 Ave SW	18-31-3-01-041	64.36	25.00	89.36
008047-000	Peter L Brinkman Revocable Trust	4672 Kenyon Blvd	Faribault, MN 55021	628 5 Ave NW	18-31-1-26-118	1,672.01	167.20	1,839.21
008047-001	Peter L Brinkman Revocable Trust	4672 Kenyon Blvd	Faribault, MN 55021	103 1 St NW	18-31-1-26-518	1,173.27	117.33	1,290.60
008047-002	Peter L Brinkman Revocable Trust	4672 Kenyon Blvd	Faribault, MN 55021	113 1 St NW	18-31-1-26-519	858.91	85.89	944.80
008047-003	Peter L Brinkman Revocable Trust	4672 Kenyon Blvd	Faribault, MN 55021	121 1 St NW	18-31-1-26-520	611.61	61.16	672.77
008047-005	Peter L Brinkman Revocable Trust	4672 Kenyon Blvd	Faribault, MN 55021	14 3 St NW Apt 1 - 8	18-31-1-26-282	966.74	96.67	1,063.41
008341-002	William Kuntze	323 14th St NW	Faribault, MN 55021	701 Division St W	18-31-3-25-001	675.66	67.57	743.23
008341-003	William Kuntze	323 14th St NW	Faribault, MN 55021	110 1 Ave SW	18-31-4-26-049	390.41	39.04	429.45
010035-000	Gary Hunt	14364 Flora Ct	St. Paul, MN 55124	2401 2 Ave NW	18-19-4-25-019	243.43	25.00	268.43
010135-000	Bill Healy	323 6th Ave SW	Faribault, MN 55021	607 Hulett Ave	18-36-1-25-004	197.89	25.00	222.89
010313-001	Jorge Hernandez	713 1 St NW	Faribault, MN 55021	319 Willow St	18-31-4-26-135	58.36	25.00	83.36
011509-001	Chad Breitenfeldt	2835 2 Ave NW	Faribault, MN 55021	2835 2 Ave NW	18-19-1-50-009	58.36	25.00	83.36
011671-004	Gary Benton Jr Et Al	2635 2 Ave NW	Faribault, MN 55021	2635 2 Ave NW	18-19-4-25-008	32.92	25.00	57.92
013094-000	Larry Preuss	638 Southbend Ave	Mankato, MN 56001-2168	1215 Division St E	18-32-4-26-005	243.43	25.00	268.43
014346-002	Cave Creek LLC	5353 Gamble Dr Ste 300	Saint Louis Park, MN 55416-1545	901 Faribault Rd	18-01-2-04-001	2,323.92	232.39	2,556.31
015376-000	Mary Stanley & Andy Lee	312 S Main St	Medford, MN 55049	25 3 St NW	18-31-1-26-339	461.04	46.10	507.14
015961-001	Salama Investments LLC	2700 Cardinal Ave	Faribault, MN 55021	131 Lyndale Ave	18-36-1-50-015	1,222.21	122.22	1,344.43
015961-002	Salama Investments LLC	2700 Cardinal Ave	Faribault, MN 55021	131 Lyndale Ave	18-36-1-50-015	210.07	25.00	235.07
017483-002	Jonathan & Jacqueline Hernandez Silva	719 Willow St	Faribault, MN 55021	521 3 St NW	18-31-1-26-397	1,800.86	180.09	1,980.95
017483-007	Jonathan & Jacqueline Hernandez Silva	719 Willow St	Faribault, MN 55021	719 Willow St	18-31-4-52-032	290.91	29.09	320.00
017925-009	Susan Moore	111 2nd St NW Apt 6	Faribault, MN 55021	111 2 St NW	18-31-1-26-457	369.89	36.99	406.88
018237-002	Jenaro Paz	1155 Willow St #33S	Faribault, MN 55021	1518 4 St NW	18-36-1-52-039	250.15	25.02	275.17
018587-000	Nichole M Farmer	502 Central Ave	Faribault, MN 55021	1300 Willow St A	18-06-3-00-003	1,325.50	132.55	1,458.05
018682-000	Nichole M Farmer	502 Central Ave	Faribault, MN 55021	1300 Willow St	18-06-3-00-003	218.15	25.00	243.15
021381-000	Prime Properties LLC	6426 Oxford Rd N	Shakopee, MN 55379	311 Lyndale Ave	18-36-1-50-005	25.76	25.00	50.76
021550-000	Salama Investments LLC	2700 Cardinal Ave	Faribault, MN 55021	2700 Cardinal Ave	18-24-3-03-001	839.88	83.99	923.87
022653-002	Extreme Unlimited LLC	3202 8 Ave NW	Faribault, MN 55021	2702 Park Ave	18-24-2-79-003	58.36	25.00	83.36
022743-000	Joshua Thorp	PO Box 145	Waldorf, MN 56091-0145	718 1 St SW	18-31-3-25-012	327.06	32.71	359.77
023617-003	Chad & Brad Wendel	17171 Hunt Lake Trl	Faribault, MN 55021	26 1 Ave SW Apt 4	18-31-4-26-026	264.93	26.49	291.42
025197-000	Alejandro Hernandez & Jessica Olanda Fonseca	3600 Hwy 60 W	Faribault, MN 55021	3600 Hwy 60 W	18-35-2-75-003	58.36	25.00	83.36
Batch Totals:						18,279.35	2,157.89	20,437.24



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Jeanne Schmuck, Finance Director
MEETING DATE: June 25, 2024
SUBJECT: Resolution 2024-128 Levying Special Assessments for Miscellaneous Delinquent Receivable Accounts

Background:

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

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

Once an account balance is determined to be uncollectible, the balances are removed from the accounts receivable ledgers and are considered as miscellaneous revenue collections if ever received through the collection process.

Recommendation:

Approval of Resolution 2024-128 Levying Special Assessments for Miscellaneous Delinquent Receivable Accounts.

Attachments:

1. Resolution 2024-128 Levy Assessments for Delinquent Balances
2. Resolution 2024-128 Exhibit A

CITY OF FARIBAULT

RESOLUTION 2024-128

LEVYING SPECIAL ASSESSMENTS FOR MISCELLANEOUS DELINQUENT RECEIVABLE ACCOUNTS

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

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

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

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

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

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

1. Assessment Roll for Delinquent Miscellaneous Accounts Receivable attached hereto as Exhibit A in the amount of \$2,202.
2. A copy of Exhibit A, which is attached hereto and made a part hereof, is hereby accepted and shall constitute a special assessment against the properties named therein. The owner of property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the date of the adoption of the final assessment resolution; and the owner may, at any time thereafter, pay to the City Treasurer the entire amount

of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before December 31, 2024, or interest will be charged through December 31 of the succeeding year.

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

Date Adopted: June 25, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica Kinser, City Administrator

CITY OF FARIBAULT
DELINQUENT ACCOUNTS RECEIVABLE CERTIFICATION
June 25, 2024

<i>Name</i>	<i>Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	<i>Property Address</i>	<i>PID</i>	<i>Description</i>	<i>Certified</i>	<i>Interest</i>	<i>Total</i>	<i>Invoice #</i>	<i>Date</i>
Jacob A. Nelson	715 10th St SW	Faribault	MN	55021	715 10th St SW	18.06.2.51.047	Curb Stop Repair 11/28/23	\$ 2,000.00	\$ 202.00	\$ 2,202.00	80192	12/7/2023
Total Certification								\$ 2,000.00	\$ 202.00	\$ 2,202.00		



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: June 25, 2024
SUBJECT: Resolution 2024-129 Approve Premises Permit Application for Divine Mercy Catholic Church

Background:

Divine Mercy Catholic Church submitted an application to conduct gambling at the Catholic Church of Divine Mercy of Faribault, located at 139 Mercy Drive. Divine Mercy Catholic Church currently has lawful gambling at various establishments in the City.

Recommendation:

Approve Resolution 2024-129

Attachments:

1. 2024-129 Approve Premises Permit for Divine Mercy Catholic Church
2. DivineMercyLG214Application_Redacted

CITY OF FARIBAULT

RESOLUTION #2024-129

APPROVE PREMISES PERMIT APPLICATION FOR DIVINE MERCY CATHOLIC CHURCH

WHEREAS, a Gambling Premises Permit application was received by the City of Faribault from Divine Mercy Catholic Church for charitable gambling to be located at The Catholic Church of Divine Mercy of Faribault, located at 139 Mercy Drive, Faribault, MN 55021; and

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

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

NOW, THEREFORE BE IT RESOLVED, that said premises permit be approved for Divine Mercy Catholic Church for gambling to be located at the Catholic Church of Divine Mercy of Faribault, located at 139 Mercy Drive, Faribault, MN 55021.

Date Adopted: June 25, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

LG214 Premises Permit Application**Annual Fee \$150 (NON-REFUNDABLE)****REQUIRED ATTACHMENTS TO LG214**

1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to "**State of Minnesota**."

Mail the application and required attachments to:

Minnesota Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113

Questions? Call 651-539-1900 and ask for Licensing.**ORGANIZATION INFORMATION**Organization Name: Divine Mercy Catholic ChurchChief Executive Officer (CEO) Cory RohlfingDaytime Phone: 507-380-9095Gambling Manager: Phillip ParrishDaytime Phone: 507--838-6514**GAMBLING PREMISES INFORMATION**Current name of site where gambling will be conducted: The Catholic Church of Divien Mercy of Faribault

List any previous names for this location:

Street address where premises is located: 139 Mercy Drive

(Do not use a P.O. box number or mailing address.)

City:

OR

Township:

County:

Zip Code:

Faribault

Rice

55021

Does your organization own the building where the gambling will be conducted?



Yes



No

If no, attach LG215 Lease for Lawful Gambling Activity.

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site?



Yes



No



Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site?



Yes



No



Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA**ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES**

MN

MN

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

**CITY APPROVAL
for a gambling premises
located within city limits**

City Name: _____

Date Approved by City Council: _____

Resolution Number: _____
(If none, attach meeting minutes.)

Signature of City Personnel: _____

Title: _____ Date Signed: _____

**Local unit of government
must sign.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

County Name: _____

Date Approved by County Board: _____

Resolution Number: _____
(If none, attach meeting minutes.)

Signature of County Personnel: _____

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: _____

ACKNOWLEDGMENT AND OATH

1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.
2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.
3. I have read this application and all information submitted to the Board is true, accurate, and complete.
4. All required information has been fully disclosed.
5. I am the chief executive officer of the organization.
6. I assume full responsibility for the fair and lawful operation of all activities to be conducted.
7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.
8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect.
9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.
10. I understand the fee is non-refundable regardless of license approval/denial.

Signature of Chief Executive Officer (designee may not sign) _____

Date 6/13/2024

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.

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

An equal opportunity employer



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Jeanne Schmuck, Finance Director
MEETING DATE: June 25, 2024
SUBJECT: Authorize Execution of Merchant Vendor Agreement

Background:

As part of the Enterprise ERP system conversion, merchant vendors were reviewed as well. The Invoice Cloud suite of services will give the City and its customers the ability to accept online payments for invoiced and non-invoiced items. The Service will allow us to offer online payment processing in a securely hosted real-time environment. Customers will be able to locate, view, and print bills or invoices and payment records online and pay using credit cards, debit cards, and electronic checks.

This will be phased in with the various modules as they are implemented. Execution of the agreement will allow us to begin the implementation process.

Recommendation:

Authorize the Mayor and City Administrator to execute the agreement with Invoice Cloud.

Attachments:

1. Faribault Documents - Complete

1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors. Throughout the Term of this Agreement, for "Invoice Types" listed on the Biller Order Form (e.g., real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions, for each electronic payment method selected in the Biller Order Form.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards), within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order under "Data Retention", and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration except as prohibited by applicable law or in the event of exigent circumstances.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers consider confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as permitted under this Agreement or required to perform the Service or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, the Agreement, customer and/or prospective customer information, product features and plans, the marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish,

disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

5. Billing. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are either auto debited from the Biller Bank Account or payable on receipt of invoice from Invoice Cloud, and are non-cancellable, and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under this Agreement, at any time upon thirty days written notice to Biller: a) based on increases incurred by Invoice Cloud on Network Fees from credit card processors, bank card issuers, payment associations, ACH and check processors; or b) if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 110% of the Average Credit Card Transaction \$ specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees. Invoice Cloud, on at least 30 days written notice to Biller, may also increase any or all fees referenced in the Biller Order Form (including any Invoice Parameter Sheets), by no more than the greater of CPI for the preceding period or 5%, provided, however, that such increase may not apply during the first year after the execution date of the Biller Order Form and may not occur more than once per year thereafter.

6. Term and Termination. The initial term of this Agreement shall commence as of the execution date of the Biller Order Form and continue for a period of three (3) years after the Go Live Date ("Initial Term"), and will automatically renew for each of additional successive one (1) year terms ("Renewal Term") unless terminated as set forth herein. "Term" as used herein shall mean the Initial Term and any Renewal Term. This Agreement may be terminated by either party effective at the end of the Initial Term or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. Upon any early termination of this Agreement by Invoice Cloud as a result of breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise invoice Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Biller Order Form and the Statement of Work, attached hereto and incorporated herein by reference (the "Statement of Work"), under normal use and circumstances, and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided, that the Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted pursuant to applicable law and PCI-DSS standards). In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty. EXCEPT AS PROVIDED IN SECTION 7, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processors, ACH, bank and other related circumstances.

Billers Agreement

Billers agrees and acknowledges that in the event that Billers has access to, receives from, creates, or receives protected health information, or Billers has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 (“ARRA”), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Billers is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Billers is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Billers’s Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Billers allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Billers will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Billers may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer’s account; nor may Billers give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law. Billers shall cooperate with Invoice Cloud to effect a timely Implementation by Billers allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Billers’s software and service providers and providing to Invoice Cloud the information required to integrate with Billers’s billing, CIS and other applicable systems.

10. Indemnification. Invoice Cloud shall indemnify and hold Billers and Billers’s employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Billers’s costs, and reasonable attorneys’ fees) arising out of: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction data). This indemnification does not apply to any claim or complaint relating to Billers’s failure to resolve a payment dispute concerning debts owed to Billers or Billers’s negligence or willful misconduct or violation of any applicable agreement or law.

11. Fees.

Invoice Cloud will charge the Billers and/or payer, payment transaction and other fees as provided in the Billers Order Form. In addition, Invoice Cloud will charge the fees set forth on the Billers Order Form for the initial platform setup, configuration, implementation and integration with Billers system(s) of its standard Service as set forth in the Statement of Work (the “Implementation”). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation, and for any requests by Billers following the implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

- Custom development and features which are not stated in the Statement of Work and Billers Order Form, and change requests and modifications to existing platform functionality not stated in the Statement of Work and Billers Order Form;
- Additional integrations or integration modifications after the Go Live Date that are not provided for in the Billers Order Form or Statement of Work;
- Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to Billers’s specifications after Billers has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties; and
- Data conversion not listed in the Statement of Work, or repetitive re-loading of data due to Billers error.

12. Limitation of Liability. INVOICE CLOUD’S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLERS IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE BEING SOUGHT OR SUCH PARTY’S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Billers.

13. Export Control. The Billers agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

14. Notice. Either party may give notice by electronic mail to the other party’s email address (for Billers, that address on record on the Billers Order Form) or by written communication sent by first class mail or pre-paid post to the other party’s address on record in Invoice Cloud’s account information for Billers, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 101, Braintree, MA 02184

Biller Agreement

Attention: Client Services or helpdesk@invoicecloud.com. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

15. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

16. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the Term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.
- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

17. Immigration Laws. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

18. Beta Products. In the event that there is any functionality labelled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED \$10.

19. General.

(a) With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order Form and any add on Biller Order Form, if applicable), and no documentation (including any implementation planning documents) except as specifically referenced in this Biller Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 18 and 19(a) and (b) shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the version of the Service that Biller is using. Where this Agreement is incorporated into, embedded in or otherwise made a part of a separate agreement between Invoice Cloud, Biller and a third party service provider ("Third Party Agreement"), and such Third Party Agreement is terminated or expires, Biller and Invoice Cloud agree that the terms and conditions of this Agreement shall survive and remain in effect as between Biller and Invoice Cloud until this Agreement expires or is otherwise terminated by either Biller or Invoice Cloud in accordance with the terms herein.

(b) Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/biller-terms-and-conditions (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.

Invoice Cloud

Statement of Work

City of Faribault

Overview

The Invoice Cloud (IC) suite of services (The Service) will give the *City of Faribault* (Biller) and its customers the ability to accept online payments for invoiced and non-invoiced items. The Service will allow the *City of Faribault* to offer online payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, and electronic checks.

Definitions:

1. Biller – Merchant / *City of Faribault*
2. Payer – Client customer, resident, person paying a bill or invoice
3. EBPP – Electronic Bill Presentment & Payment
4. Bill – Bill and Invoice are used synonymously throughout this document
5. RTDR - Real-Time Data Refresh – collects and aggregates the data as soon as a user accesses a specific function
6. NTDR – Near-Time Data Refresh – integration that happens periodically; the data is collected immediately but it is not aggregated until later – data can be processed every day, every hour or even every few minutes

1. Security and Industry Compliance

Invoice Cloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. Invoice Cloud will abide by such guidelines for the security of all cardholder data that Invoice Cloud possesses.

- a. **PCI** - Invoice Cloud will provide compliant storage of Biller's customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.
- b. **Software as a Service (SaaS) Architecture** – All Biller customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Biller.
- c. **Browser Compatibility** - Invoice Cloud supports the most current version of the industry's most common browsers.

2. Data Integration

Invoice Cloud does maintain an integration with *Tyler Munis*. The integration for the *City of Faribault* will include the functionality found in Appendix B.

3. Payer Portal

The Payer Portal is an electronic bill presentment and online payment portal where a Biller's customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.

- a. Invoice Cloud will present bills electronically through a payer portal that is branded for Biller or via an email notification, if the Payer provides an email address.
- b. The electronic invoice presentment will simulate the paper invoice Biller uses and will be available in PDF and/or html format.
- c. The Service may provide the Payer the option of making a payment via credit card (Visa, MasterCard, American Express and Discover) or electronic check (also referred to as ACH, e-check, EFT).

- d. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.
- e. A Payer will have the ability to choose their payment date (also known as scheduled payments).
- f. The system will accept partial, full, or overpayments as defined by the Biller.
- g. The Payer will register with the Service using the authentication method designated by Biller.
- h. Linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.
- i. The Payer will receive an email confirmation of payment after any payment process.
- j. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of rolling history from the point of Biller's first invoice file upload to the Service. This includes invoice history and account history.
- k. Biller has the option of allowing the Payer to pay via different payment methods which include online, IVR, IC Biller Portal, Pay by Text, CloudCSRConnect and CloudPOSConnect.
- l. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.
- m. The Service includes shopping cart functionality.
- n. The Service will allow the Payer the option to elect paperless billing.
- o. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Biller via email.
- p. The Service complies with Federal E-Signature Act for paperless billing and AutoPay by providing a system in which a Payer must confirm enrollment in paperless billing and/or AutoPay by responding to an email sent after the Payer registers for paperless billing and/or AutoPay through online self-service.

4. **Biller Portal**

The Biller Portal is an administrative portal where Biller staff will have access to reporting, search customers, search invoices, search payments, initiate payments or credits, login as a Payer, modify email templates, etc.

- a. Biller can log in as the Payer on either the Biller or Payer Portal and make a payment on behalf of the Payer. There is an audit trail for who made the payment, and the source of every payment (CSR, Pay by Text, AutoPay, Web, IVR, etc.).
- b. Biller will have the capability of blocking future payments by specific Payer and payment method type (i.e. Credit Card or E-Check (ACH)).
- c. **Permissions** – The Biller Portal includes a table of role based permissions, determined by the Biller's System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Biller administrator, changes can be made quickly on an as needed basis.
- d. **Administrative Email Notifications** - Biller may set up the system to send several administrative notifications and request system notifications be sent to multiple staff members. This allows different departments to get the information they need in a timely manner. The notifications include:
 - ACH Reject Notifications
 - Batch Close Notifications
 - Daily Management Report
 - File Processing Notifications
 - Month End Billing Invoice
 - Paperless Customer Email Bounce Daily Report

- Request System Notifications (this is the ticketing system available in the Invoice Cloud payer portal).
 - Status Notifications (notifications of planned outages, new features, etc.)
- e. **Biller Controlled Configuration Options** – The Biller Portal includes several Biller controlled configurable options to customize the way payments and customer accounts are handled. The Biller will be able to configure for:
- allowing Auto-Pay and scheduled payments
 - allowing customers to update their phone or mailing address through the payer portal
 - allowing customers to pay less than, or more than the balance due based on receivable type
 - updating Refund Policy description
 - updating customer service phone number

5. **Biller Portal - Reporting**

Biller can access a selection of pre-configured reports. Biller can request reports for daily, monthly, or date range activity. Most reports can be exported to excel files or scheduled for download as a custom report, as indicated by asterisk (*) in the report name. All stored payment data is truncated, and this is reflected in all reports.

- a. Reports:
- b. Search Customers*
- c. Search Invoices
- d. Search Payment Transactions*
- e. Monthly Summary
- f. Registration Report*
- g. Autopay Report*
- h. Paperless Report*
- i. Data Synchronization History
- j. EFT/ACH Rejects*
- k. View Scheduled Payments*
- l. Invoice File History
- m. Import Errors
- n. Daily Payments Received*
- o. Total Outstanding Invoices
- p. Email Notification Summary
- q. Email Statistics
- r. Email Tracking
- s. Bounced Email Report
 - Email Statistics
 - Email Tracking
 - Bounced Email Report

6. **Payer Email Notifications**

Invoice Cloud provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentment and payment activity. Email notifications may be customized through the Biller Portal using a Word style editor and options to insert secure hyperlinks to website, links to electronic documents such as newsletter or bill inserts, and/or variable fields selected from the Biller's data file.

- a. Three (3) email notifications can be scheduled. The first notification is based on the number of days from the invoice due date. Second and third notifications will only be sent to Payers with an outstanding balance, not those with a scheduled payment, or Payers who have signed up for Auto-Pay.

b. At the discretion of Biller, Payer email notifications can be delivered for each of the following events.

- First Invoice Email Notification
- Second Invoice Email Notification
- Third Invoice Email Notification
- Payment Transaction Receipt
- Declined Auto Pay Transaction
- Late Fee Email Notification
- Declined Scheduled Payment Notification
- Registered Customer Welcome Email
- AutoPay Registration Notification
- Paperless Registration Notification
- ACH Reject/Chargeback Notices (with reason codes and descriptors)
- Credit Card Expiration Notification
- Scheduled Payment Confirmation
- AutoPay Reminder Notification
- FlexPay Confirmation Notification
- Scheduled Payment Reminder
- Paperless Off Confirmation
- Online Bank Direct Payment Receipt
- Check 21 Payment Receipt
- Linked Accounts First Notice Notification
- Linked Accounts Second Notice Notification
- Linked Accounts Third Notice Notification
- AutoPay Off Confirmation
- Conveyed Customer Notification
- Multiple Registered Customers Welcome Email
- Recurring Scheduled Payment Confirmation
- Recurring Scheduled Payment Canceled

7. Business Rules

The Invoice Cloud solution is designed for flexibility for customers and Billers. There are many rules currently available and we will also undertake the creation of new business rules as we both agree. Each bill type operates independently and can accept different payment types as well as other business rules. At Biller's option, multiple business rules can be applied to each bill type. Invoice Cloud provides flexibility regarding business rules to support specific needs, including:

- a. Ability to allow partial payments, over payments, full balance only, or late fees.
 - b. Ability to allow payments beyond the due date - The service is designed to accommodate Biller specific business rules like allowing payments beyond their due date.
- c. Ability to allow for multiple payment types for one customer for the same bill - The service allows multiple payment types from one customer for the same bill when partial payments are allowed. Credit/debit card and e-check (ACH) can be run separately and an unlimited number of remittance types can be used. For example, a customer can pay part of a bill with a checking account, another part with a credit card and the remainder with a second credit card of a different type.

8. Implementation Process

Invoice Cloud assigns an Implementations Manager (IM) to each Biller. The IM will be the Biller's primary contact during the implementation process and coordinates all necessary resources from Biller, Biller software company, Invoice Cloud, and any sub-contractors. The IM will provide the Biller with the following documents to facilitate the project:

- a. **New Biller Questionnaire & Questionnaire Key** – Documents critical information needed to setup and initiate the service including information on business rules and feature selection.
- b. **Project Timeline** – Details project schedule and milestones.
- c. **Testing & Training Plan** – This plan walks the Biller through a set of user acceptance testing criteria and facilitates training on the service.

9. Support & Training

- a. **Business Hours** – The business hours will be Monday through Friday from 8 a.m. to 8 p.m. Eastern Standard Time. Note: Biller Support hours are 8 a.m. to 8 p.m. EST. Payer Support hours are currently 8 a.m. to 4 p.m. EST.
- b. **Help Desk** - The Service will provide a helpdesk ticketing system for Biller within the Biller Portal to get help from Invoice Cloud client support team. This tool will allow Biller to track and retain resolutions for historical reference.
- c. **Payer Support** – The Payer Support is two tiered with Biller staff as the first line of support regarding account, registration and billing questions. Issues with the Invoice Cloud service operation or incorrect credit card charges will be routed to Invoice Cloud Client Support via telephone or a Biller helpdesk ticket.
- d. **Biller Support** - If Biller encounters an inquiry which they cannot resolve Biller will create a helpdesk support ticket. Invoice Cloud Customer Support will address the issue and if applicable provide training to Biller to allow the address of tickets in a timely matter; often within twenty-four (24) business hours. Biller and technical support is available during business hours.
 - i. **Routine Technical Support** - Technical Support is available during business hours. Biller may call customer support directly; however, the use of the helpdesk ticketing system is encouraged as the preferred method of contact. Invoice Cloud staff views all tickets as they are submitted and routes them to the appropriate person for resolution.
 - ii. **Emergency After-Hours Support** – The helpdesk service is monitored after business hours and emergency support issues are addressed within one (1) hour. An emergency support issue is defined as an issue involving the system being down and inoperable and does not include Payer payment issues. Biller may request email notification be provided in the event the system is down and inoperable.
- e. **Service Enhancements** - Most enhancements do not require action on the part of Biller. Upgrades as agreed are done at the Invoice Cloud server level, so there are no mandatory actions for Biller to take. Support levels are not affected by enhancements.
- f. **Biller Training**- Biller staff will be guided in how to use the system through in-house training, documentation, remote live sessions, and access to our client support team.
 - All standard training will be done remotely. Invoice Cloud’s training personnel will provide sessions for both Payer and Biller portals for Biller’s staff.
 - Separate training is conducted for Biller’s technical staff regarding the uploading of bill files and any other applicable processes.
 - Ongoing phone and Go-To-Meeting training will be provided during the first *month of use at no additional cost to Biller*.

10. Marketing

Invoice Cloud provides free marketing resources that billers can use to promote EBPP payment solutions to their payers. Billers will receive a comprehensive document outlining proven marketing best practices. In addition, billers will be granted access to Invoice Cloud's proprietary Marketing Resource Center. This online tool allows billers to easily and simply download and/or customize marketing materials on demand. These materials include:

- Bill inserts
- Envelope teasers
- Onsite posters

- Counter displays and clear acrylic stands
- Social media and website graphics
- Content for newsletters and press releases
- Pay buttons
- Email content and layout suggestions
- Communications plans
- and more

Billers also have access to weekly live training sessions where they will learn about our recommended best practices for effectively communicating the many benefits of making payments electronically and have the ability to ask questions. We'll outline simple steps to help improve online payment adoption among their customers. We'll also review the Marketing Resource Center which will enable billers to create many of the materials mentioned above

11. CloudIVRConnect™

The IC CloudIVRConnect allows Billers to accept payments via our interactive voice response system. It provides customers with 24-hour access to account status and billing information (total balance due, past due amount, last payment made, next billing date etc.). The following options are available:

- Provides for a toll-free call and a caller ID number set by the Biller
- Supports messaging in both English and Spanish
- Provides for a customizable initial greeting (includes City/County/Company name) – all remaining prompts are standard
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Replays information with Invoice Cloud generated confirmation #

12. CloudSMSConnect™

The IC CloudSMSConnect allows Billers to accept payments via SMS text messaging. The following options are available:

- Provides interactive registration and service sign-up confirmation
- Sends notification when new bills are available for payment
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Allows for payment utilizing a stored-payment method

13. AgentConnect™

The IC AgentConnect allows Billers (Agent/CSR/Other) to login to the Customer Portal and perform actions on behalf of a specific customer/account. The following options are available:

- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Ability to enroll customer in AutoPay
- Ability to enroll customer in Paperless
- Ability to enroll customer in Pay by Text
- Option to require authorization/disclosure statement before Customer Portal entry
- Option to enable card swipe functionality at point of sale
- Provides built-in auditing to track Agent/CSR activity in the Biller Portal

14. CloudStore™

The IC CloudStore allows Billers to accept payments for non-invoiced services like books, t-shirts, etc., fire, police, building permits, or activity programs. The following options are available:

- Accept electronic check and or credit/debit cards.
- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for instant fulfillment services.
- Ability to apply convenience fees, if required.
- Reporting by service type.
- Linked to Biller branded payment portal.
- Each service type can have its own online registration form.
- Can be setup to accept payments over the counter.

15. Online Bank Direct™

The IC Online Bank Direct (OBD) allows Billers to electronically import echeck (ACH) payments initiated from consumer bank bill sites. The following options are available:

- Auto-matching of payments with open invoices
- Email consumer a payment notification for those customers with an email address on file
- Ability to apply a single payment to multiple invoices
- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding echecks

This SOW contains many products, services and payment methods. Only the specific products, services and payment methods selected by the **City of Faribault**, as outlined in the Biller Order Form, are included in the delivery of products, services and payment methods.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

City of Faribault

Invoice Cloud, Inc.

1. By: _____

Printed Name: Jessica Kinser

Title: City Administrator

Date: _____

By: 

Printed Name: Kevin W. O'Brien

Title: CEO

Date: 6/20/2024

2. By: _____

Printed Name: Kevin Voracek

Title: Mayor

Date: _____

Appendix A: System Modifications

As outlined below, Invoice Cloud has agreed to make the following changes to the setup and functionality of our platform:

NONE

Appendix B: Integration Supported Features

Tyler Technologies	Munis	
PRODUCTS		
EBPP	Supported	
Invoice Types	Taxes: #7-Personal Property, #8-Real Estate, #9- Motor Vehicle Utility: #1 - Water	
IVR	Supported	
Pay by Text	Supported	
Cloud POS Connect	Not Supported	
Cloud CSR Connect	Not Supported	
KIOSK	Not Supported	
DATA EXCHANGE	Method	Frequency
Invoices	Batch File via Stratus or FTP	Each Billing Cycle
Payments	Batch File via Stratus or FTP	Daily
AutoPay Flags	Change Logs via Status or FTP	Daily
Paperless Flags	Change Logs via Status or FTP	Daily
Account Balances	Batch File via Stratus or FTP	Daily
Block Payment Method (Credit/ACH)	Manual	Via Biller Portal
INVOICE FILES		
IC Translates file	Supported	
Historical Data (2 years shown online)	Supported	
BILL PRESENTMENT		
PDF Extraction (Partial/Full)	Supported	
Templates	Supported	
Link to PDFs	Supported	
BATCH CLOSE		
Standard or Custom	Standard	
CUSTOM OPTIONS		
Single Sign-on	Not Supported	
Branded Biller Portal	Supported	
Branded Payer Portal	Supported	

Appendix C: Biller Deliverables

Deliverable
Sample Invoice File (BIF)
Sample Adjustment/Balance File (BAF)
Sample Payment/Lockbox file
Sample Images of Bills
Auto Pay Conversion data if applicable
Paperless conversion data if applicable

SALES INFORMATION							
IC Sales Rep	Vince Pegurri			Vertical	Utility		
Order Date	6/12/2024			Billing Software	Tyler - Munis		

BILLER INFORMATION							
Ownership Type	Government			Phone	507-334-2222	Fax	
Legal Name	City of Faribault			Website URL	www.ci.faribault.mn.us		
Address 1	208 1st Avenue Northwest			Bus. Open Date			
Address 2				Federal Tax ID	41-6005150		
City	Faribault			<i>*Federal Tax ID and Legal Name must match on all documents</i>			
State	MN	ZIP	55021				

BILLER CONTACT							
Primary Contact Name	Jeanne Schmuck						
Phone	507-333-0345						
Email Address	jschmuck@ci.fairbault.mn.us						

SIGNING AUTHORITY							
Name	Jessica Kinser			Title	City Administrator		
Phone		Fax		Email Address	jkinser@ci.faribault.mn.us		

BILLER BANK ACCOUNT (FOR INVOICE CLOUD AND NETWORK FEES, AND AS PROVIDED IN THE BILLER AGREEMENT)							
Note: Must include voided business check or bank letter for each unique account							
Billing Method	Direct Debit						
Routing #							
				Last 4 Acct #			

PAYMENT METHODS ACCEPTED							
Payment Methods	[American Express] [VISA/Mastercard/Discover] [PayPal] [ACH/EFT]						

BILLER PRICING (see Invoice Type Parameter Sheet(s) for invoice-type-specific pricing)*							
Description	Interval	Cost Type	Cost				
Credit Card - Chargeback Fee Non-Submitter	Per Transaction	Fixed (\$)	\$10.00				
EFT - ACH Reject Fee Non-Submitter	Per Transaction	Fixed (\$)	\$10.00				
PayPal Brands - Chargeback Fee (PayPal Brands)	Per Transaction	Fixed (\$)	\$10.00				
Biller Portal Access Fee	Monthly	Fixed (\$)	\$0.00				
Invoice Presentment For Paperless Customers	Per Transaction	Fixed (\$)	\$0.00				

HARDWARE							
Card Reader Type	Swipe Only	Quantity	7	Cost per Reader	\$0.00		
Card Reader	IDTech SREDKey			Billing Interval	Monthly		

Shipping Address (if different than location address)	
--	--

DATA RETENTION		
Months to Keep	24	*Additional Fees apply if greater than 24 months

IMPLEMENTATION CHARGES			
Description	Interval	Cost	
Implementation (per SOW)	One-Time	\$0.00 (WAIVED)	

NOTES/SPECIAL HANDLING

[signature page follows]

CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller hereby ratifies its authorization for Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to the Biller Bank Account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in Biller Bank Account account number(s) or bank has occurred at which time this authorization shall apply to such new/changed Biller Bank Account. This notification must be received no less than 10 business days in advance of any change. A fee will be charged for any returned or rejected ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, ratifies the Biller Agreement, Biller T+Cs (referenced in the Biller Agreement) and other Order Forms previously executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports ; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will continue to be bound by the Order Form and the Biller Agreement in its entirety and any new agreement forms executed herewith; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (8) In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.
- C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.
- D. This Biller Order Form will become effective only when signed by Invoice Cloud.

In WITNESS WHEREOF, the parties have executed this Agreement as of this day

Accepted by Biller:

X

Corporate Officer/Authorized Official

Jessica Kinser

Printed Name

City Administrator

Title

Accepted by Biller:

X

Corporate Officer/Authorized Official

Kevin Voracek

Printed Name

Mayor

Title

Accepted by Invoice Cloud, Inc.:

X

Kevin W. O'Brien

Corporate Officer

Kevin W. O'Brien

Printed Name

CEO

Title

BILLER ORDER FORM INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Utility	Pricing Model	Non-Submitter	
Biller Pays Network Fees			Yes	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
7500	7500	7500	7500	7500	7500	7500	7500	7500	7500	7500	7500

Avg CC Transaction \$	162.00	Max Invoice \$	125,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	7500
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PRODUCTS AND SERVICES

Products and Services	[EBPP] [IVR] [Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
All Payment Sources	Credit/Debit/PayPal	1%		
All Payment Sources	ACH/EFT		\$0.50	
IVR Surcharge	All Payment Methods		\$0.50	

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
SERVICE FEE EXCEPTIONS				

MAX PAYMENT CAP

Card and PayPal Max (\$)	125,000	ACH Max (\$)	125,000	
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

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BILLER ORDER FORM INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	General Billing	Pricing Model	Non-Submitter	
Biller Pays Network Fees			Yes	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
100	100	100	100	100	100	100	100	100	100	100	100

Avg CC Transaction \$	500.00	Max Invoice \$	125,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	100
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PRODUCTS AND SERVICES

Products and Services	[EBPP] [IVR]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
All Payment Sources	Credit/Debit/PayPal	1%		
All Payment Sources	ACH/EFT		\$0.50	
IVR Surcharge	All Payment Methods		\$0.50	

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
SERVICE FEE EXCEPTIONS				

MAX PAYMENT CAP

Card and PayPal Max (\$)	125,000	ACH Max (\$)	125,000	
--------------------------	---------	--------------	---------	--

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

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Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: June 25, 2024
SUBJECT: Resolution 2024-130 Approve Separation Agreement

Background:

Recommendation:

Approve Resolution 2024-130

Attachments:

1. Resolution 2024-130 Approve Separation Agreement
2. SEPARATION AGREEMENT AND RELEASE OF CLAIMS

CITY OF FARIBAULT

RESOLUTION #2024-130
APPROVE SEPARATION AGREEMENT

WHEREAS, the City of Faribault is a named party in Peter Waldock vs. City of Faribault, Minnesota Department of Human Rights Case No. 75675; and

WHEREAS, the parties agreed to mediation which occurred on June 20, 2024; and

WHEREAS, the result of the mediation was the attached Separation Agreement;

NOW, THEREFORE BE IT RESOLVED, that the attached Separation Agreement is hereby approved.

Date Adopted: June 25, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

**SEPARATION AGREEMENT AND RELEASE OF CLAIMS
BETWEEN THE CITY OF FARIBAULT, MINNESOTA
AND PETER WALDOCK**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Faribault, Minnesota (the “City”) and Peter Waldock (“Waldock”).

WHEREAS, Waldock has been employed by the City since August 2003; and

WHEREAS Waldock has asserted allegations and claims against the City related to his employment in a charge filed with the Minnesota Department of Human Rights captioned as *Peter Waldock v. City of Faribault*, Case Number 75675; and

WHEREAS the City has denied the allegations and claims asserted in the charge; and

WHEREAS, the City and Waldock have mutually agreed that it is in their best interests to settle the claims and sever the employment relationship; and

WHEREAS, the City and Waldock have agreed to the following terms and conditions of his separation from the City.

NOW, THEREFORE, IN CONSIDERATION of the following mutual covenants and agreements, the sufficiency of which is hereby acknowledged by both parties, the City and Waldock agree as follows:

1. Employment Termination. Waldock hereby resigns from his employment with the City effective June 21, 2024. Simultaneous with the execution of this Agreement, Waldock will submit to Jessica Kinser, City Administrator, a resignation letter confirming his resignation.

2. Payment. In full and complete settlement of all of Waldock’s allegations, claims, charges and causes of action alleged, including but not limited to any claims for unpaid wages, benefits, damages or attorney fees and costs, without any admission as to liability or damages, in consideration of the other agreements contained herein, the City agrees to pay Waldock the total sum of TWENTY-FIVE THOUSAND and NO/100 DOLLARS (\$25,000.00), for which a Form 1099 will be issued to Waldock. The City makes no warranty concerning the tax treatment of any payment to Waldock pursuant to this Separation Agreement and Release.

Payment shall be made 5 days after the expiration of the rescission period referred to in paragraph 8, which period begins to run after Waldock signs the Separation Agreement and the Release.

3. Separation Benefits. The parties agree that Waldock will be considered to have separated from employment with the City in good standing for purposes of receiving Separation Benefits pursuant to City policy, and consist of the salary equivalent to 1/2 of 500 hours of his unused sick leave, and all vacation, holiday and compensatory time earned up to the date of separation, which will be placed in his Health Care Savings Plan.

Waldock is entitled to continuation of his health insurance benefits pursuant to the Consolidated Omnibus Reconciliation Act ("COBRA"), 29 U.S.C. § 1161, et seq. If Waldock elects to continue his coverage pursuant to COBRA, he is responsible for payment of his health insurance premiums.

4. Release. In consideration of the above-referenced payments in paragraph 2, Waldock, for himself and his heirs, administrators, representatives, successors, and assigns, hereby releases and forever discharges the City and its current and former attorneys, agents, representatives, employees, insurers, heirs, executors, and assigns from any and all past, present, or future claims, demands, obligations, actions, or causes of action at law or in equity, whether arising by statute, common law, contract, or otherwise, including, but not limited to, all claims for damages of whatever kind or nature; all claims for attorneys' fees and costs and expenses; all claims of any kind arising out of Waldock's employment, including, but not limited to claims of harassment, discrimination, wrongful termination, defamation, intentional/reckless/negligent infliction of emotional distress, constructive discharge, or retaliation; all claims under the City's employee handbook; and all claims or actions arising from discussions in efforts to negotiate the Agreement.

In consideration of the above-referenced payments into the extent allowed by law, Waldock further acknowledges that he is knowingly and voluntarily waiving all possible rights or claims arising under the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A; Equal Employment Opportunity Act; Americans with Disabilities Act of 1990, as amended; Age Discrimination in Employment Act; Title VII of the Civil Rights Act, 42 U.S.C. §§ 2000e – e-17; Family and Medical Leave Act, 29 U.S.C. §§ 2601-54; Americans with Disabilities Act, 42 U.S.C. § 12101-117; the Rehabilitation Act of 1973, 29 U.S.C. § 701-96i; the Public Employment Labor Relations Act, Minn. Stat. §§ 179A.01-.30; the Minnesota Occupational Health and Safety Act, Minn. Stat. §§ 182.65-.676; the Minnesota Whistleblower Act, Minn. Stat. §§ 181.931-.935; the state and federal Fair Labor Standards Acts, 29 U.S.C. §§ 201-19, Minn. Stat. §§ 177.21-.35; the Minnesota Government Data Practices Act, Minn. Stat. § 13.01, et seq.; and the Minnesota Open Meeting Law, Minn. Stat. § 13D.01, et seq.

Waldock agrees to seek to withdraw any lawsuits, complaints, arbitrations, claims and charges that he currently has pending against the City, including in particular, Minnesota Department of Human Rights Charge Number 75675. With regard to Charge Number 75675, Waldock will seek a withdrawal of such Charge, and if the MDHR grants his request to withdraw the Charge, Waldock will complete any documentation or take any actions required by the MDHR to accomplish the withdrawal of the Charge.

Nothing in this Agreement shall be construed to prohibit Waldock from filing a charge with or participating in any investigation or proceeding conducted by the U.S. Equal Employment Opportunity Commission (EEOC) or a comparable state or local agency. Notwithstanding the foregoing, Waldock agrees to waive his right to recover monetary damages in any charge, complaint, or lawsuit filed by him or by anyone else on his behalf.

It is specifically understood that the aforementioned release is intended to include only those claims arising from any conduct, event, or transaction occurring prior to the date of this Agreement and intended to include any and all claims for unknown injuries and/or damages, unanticipated injuries and/or damages, and unexpected consequences of injuries and/or damages.

Waldock further acknowledges that he fully understands the terms of this Agreement, including the release of claims, that pursuant to the Age Discrimination in Employment Act, he has had 21 days to consider it and seek the advice of his attorney, and that he is signing it freely and voluntarily. Waldock understands that if he signs this Agreement, including the release of claims, prior to the expiration of the 21-day period, it is because he has decided that he does not need any additional time to consider whether he wishes to release any potential claims.

5. Representation by Counsel. Waldock represents to the City that he has had an opportunity to consult counsel of his choosing with respect to this Agreement and all matters covered by and relating to it. Waldock further agrees and represents that he has not received or relied upon any advice or representations by the City or the City's counsel in entering into this Agreement. The Agreement shall be binding upon Waldock and his attorneys and inure to the benefit of the City and its respective successors, assigns, subsidiaries, heirs, executors, personal representatives, insurers, and agents.

6. No Admission of Liability. It is specifically understood that by reason of agreeing to the Agreement, the parties hereby released admit absolutely no liability, misconduct, wrongdoing, unethical or unprofessional conduct of any sort, and it is further specifically understood that the Agreement shall not be construed as an admission of liability, misconduct, wrongdoing, unethical or unprofessional conduct of any sort on the part of any party.

7. Voluntary and Knowing Action. The parties acknowledge that they have thoroughly read and understand the terms of the Agreement, and that they are voluntarily entering into the Agreement to resolve the matter.

8. Rescission/Revocation. The Agreement is subject to the following rescission/revocation periods as provided by law:

Age Discrimination in Employment Act, 7 days, 29 U.S.C. § 626(f)(1)(G);
Minnesota Human Rights Act, 15 days, Minn. Stat. § 363A.31, subd. 2.

Once the Agreement has been executed, Waldock understands that he has the right to rescind and/or revoke the waivers and releases contained in this Agreement. To be effective, any such rescission must be in writing and delivered to: Jessica Kinser, City Administrator, Faribault City Hall, 208 1st Avenue N.W., Faribault, MN 55021, within 15 days from Waldock's execution of the Agreement, either: a) By hand by 5:00 p.m. on the last day; or b) By certified mail return receipt requested, postmarked by the last day.

9. Complete Agreement. The parties acknowledge and represent that no promise or representation not contained in the Agreement has been made to them. This Agreement may only be modified in a writing signed by all parties.

10. **Governing Law.** The Agreement will be construed, enforced, and governed in accordance with the laws of the State of Minnesota.

11. **Reasons for Agreement.** Pursuant to Minn. Stat. § 13.43, subd. 2(a)(6), the City states that the reason it is entering into this Agreement is to amicably separate the employment relationship with Waldock and provide him with certain benefits in light of his termination from employment.

12. **Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, the unenforceable provision shall be amended to the extent necessary to conform to applicable law. If such provision cannot be so amended without materially altering the intention of the parties, it shall be severed from this Agreement. In either event, the remainder of the Agreement shall continue in full force and effect.

13. **Counterparts.** This Agreement may be executed in multiple counterparts, which shall be construed together as if one instrument. In addition, any party shall be entitled to rely on any electronic or facsimile copy of a signature as if it were the original.

IN WITNESS WHEREOF, the City and Waldock have approved and executed the Agreement:

Dated: _____

PETER WALDOCK:

Peter Waldock

Dated: _____

CITY OF FARIBAULT:

By: _____

Its: _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: June 25, 2024
SUBJECT: Resolution 2024-131 Approve Hiring Police Officer

Background:

Due to a resignation, there is a need to hire a Police Officer. The position has been open until filled since April 8, 2024.

Eleven applications were received, reviewed and scored. From that review, five applicants were selected for an interview. The panel consisted of police command staff. The panel selected Dylan Nelson as the recommendation for hire.

Resolution 2024-131, recommends the hiring of Dylan Nelson. Dylan will be hired at grade J step 1, as per the Local 357 LELS CBA 2022-2024.

Recommendation:

Approve resolution 2024-131, approving the hiring of Dylan Nelson as Police Officer.

Attachments:

1. Resolution 2024-131 Approve Hiring Police Officer

CITY OF FARIBAULT

RESOLUTION #2024-131

APPROVE HIRING POLICE OFFICER

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

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

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

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

Date Adopted: June 25, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: June 25, 2024
SUBJECT: Resolution 2024-124 Authorize an Internal Loan for the Design, Construction and Equipping of Viaduct Park

Background:

At the May 21st work session, the Council discussed the two bid packages for the first phase of Viaduct Park with the proposed change orders on the packages, and moved forward with approval of those contracts at the June 11th City Council meeting. The Council also discussed total project costs including design and platting for the first bid packages as part of the conversation of the overall financing of the Viaduct Park project. Staff proposed an internal loan from the Sewer Fund to the Parkland Dedication Fund for the costs of the project, with repayment to occur from \$650,000 in franchise fees (\$630,000 gas/electric and \$20,000 sewer/water) annually to be credited to the Parkland Dedication Fund. The attached resolution accomplishes this internal loan in a not-to-exceed amount of \$6.3 million.

This will be a revolving loan, meaning that funds will be moved to cover costs as needed rather than the not-to-exceed amount being transferred all at once. Payments on the loan will occur four times a year. The interest rate is 5 percent; however, this is subject to change based on the City's investment earnings. One unknown element that impacts the internal loan is how the fundraising by the Faribault Foundation will change the amortization table to reduce the principal and the life of the loan. At this time, with no donations to the project using the assumptions in the resolution, it is anticipated to take 13 years to pay off this loan.

The not-to-exceed amount consists of the following incurred or projected costs:

- \$300,000 Design Fees (existing costs incurred in fund 404; this redirects cash to support other projects that are coming in over budget)
- \$5,400,000 Construction Costs Bid Package 1 & 2

- \$200,000 Furniture/Fixtures/Equipment
- \$75,000 Other Owner Costs (fiber, construction testing)
- \$325,000 Contingency

The actual amount of the loan will depend upon the use of the contingency. Also, assuming the Council will move forward with the design and construction of an ice phase, this revolving loan resolution can be amended at that time to include the additional costs and increase the not-to-exceed amount.

Recommendation:

Approve Resolution 2024-124

Attachments:

1. Resolution 2024-124 Authorize Internal Loan Viaduct Park

CITY OF FARIBAULT

RESOLUTION #2024-124

AUTHORIZE AN INTERNAL LOAN FOR THE DESIGN, CONSTRUCTION AND EQUIPPING OF VIADUCT PARK

WHEREAS, the City of Faribault has incurred costs for the design of a regional park located near downtown to be known as Viaduct Park; and

WHEREAS, the City Council awarded bid packages 1 and 2 at the June 11, 2024, City Council meeting; and

WHEREAS, opening the facility will require the purchase of furniture, fixtures and equipment necessary for the operations of the park; and

WHEREAS, the funding for these costs was contemplated as an internal loan from 602- Sewer Fund to 404- Parkland Dedication Fund.

NOW, THEREFORE BE IT RESOLVED, that a revolving loan is hereby authorized from 602- Sewer Fund to 404- Parkland Dedication Fund with the following terms and conditions:

- The amount of the loan shall not exceed \$6,300,000 unless this Resolution is amended by the City Council at a future date;
- The interest rate shall be 5 percent annually to ensure the rate payers of sewer fees receive a return on investment comparable to what would be obtained through existing investment vehicles;
- The City Council may amend this Resolution at a future time to reduce or increase the interest rate as necessary to ensure comparability with other interest rates earned through City investments;
- Franchise fees for park improvements shall be the repayment source provided in fund 404, which is estimated to be \$650,000 annually;
- Payments on the outstanding balance of the internal loan shall occur quarterly, beginning on July 30, 2024;
- The principal balance shall be reduced by payments received from the Faribault Foundation for contributions to the project, adjusting the amortization table as necessary.

Date Adopted: June 25, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, Community and Economic Development Director
MEETING DATE: June 25, 2024
SUBJECT: Ordinance 2024-10 Approve a Zoning Text Amendment to Allow Laundry Services in C-1 Zoning (First Reading)

Background:

The applicant, J.C. and Loni Ahlers, requests an ordinance amendment allowing laundromats and laundry services as a by-right use in C-1, Neighborhood Commercial zoning district. City Staff crafted an ordinance amendment based on the request and subsequent conversations. The amendment adds definitions and clarifies other code sections related to laundromats.

The City Planner initially reviewed the codes of Owatonna, Lakeville, and Northfield for ideas on how they regulate laundromats and similar services. Based on feedback from Planning Commission work sessions, the City Planner sought additional peer cities to gain a better understanding of laundromat regulations in other cities. In summary, 8 out of 10 peer cities treat dry-cleaning, self-service laundromats, and other laundry services as a by-right, permitted use in their neighborhood-level or local service commercial zoning districts. None of the researched cities have performance standards attached to laundry businesses aside from regular noise/odor, general development, and zoning restrictions. Based on a conceptual comparison of laundromats with the uses currently permitted by right in C-1, the City Planner does not see laundromats as more intense or impactful on adjacent properties compared to currently allowed uses such as a bakery, discount store, hardware store, sporting goods, sports facility, or clinic. There may be different development and operational intensities of uses currently allowed, but in general, laundromats fit well with the other uses currently allowed in C-1.

The proposed amendment adheres to the comprehensive plan's core guiding principles and meets many goals, objectives, and policies in the plan's implementation section. It also meets the criteria for a zoning text amendment. Additionally, laundromats in C-1 are not different from other

by-right uses already allowed, and the approach is similar to most peer cities researched. The ordinance provides a full narrative of how the request meets the criteria.

The Planning Commission held a public hearing during their regularly scheduled June 17, 2024, meeting and recommended in favor of the proposal by a vote of 4-1. One commissioner dissented based on wanting laundromats and dry-cleaning establishments to be conditional uses, thereby allowing public input on aspects such as hours of operation, on-site attendants, lighting, and venting odors. City staff received no public comments before or at the public hearing.

Recommendation:

Approve Ordinance 2024-10 allowing a zoning text amendment for by-right laundry services in C-1 zoning. (First Reading)

Attachments:

1. Ordinance 2024-10
2. PC Staff Report with Attachments

CITY OF FARIBAULT

ORDINANCE No. 2024-10

**APPROVE A ZONING TEXT AMENDMENT TO ALLOW LAUNDRY SERVICES
IN C-1 ZONING DISTRICTS**

WHEREAS, J.C. Ahlers and Loni Ahlers (the "Applicant") applied for a zoning text amendment to allow self-service laundromats and laundry services in C-1 zoning; and

WHEREAS, the Planning Commission, on April 15, 2024, and following proper notice, held a public hearing regarding the proposed zoning text amendment, and continued the hearing until June 17, 2024; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve the above-referenced zoning text amendment based on the following written findings outlined in Section 2-180 of the City's Unified Development Ordinance as follows:

1. **Criteria: Whether the amendment is consistent with the applicable policies of the City's Land Use Plan.**

Finding: The Comprehensive Plan's numbers 3 and 4 of the Core Guiding Principles support the general direction of the proposed zoning amendment:

3. Remove or minimize barriers and create or strengthen opportunities for all individuals, businesses, industries, organizations, and services to succeed.

The proposed zoning amendment will allow for laundry service businesses to be in more places within the community, thereby providing better access for the public and fostering new business development.

4. Encourage innovation, creativity, flexibility, and openness to new ideas and positive change in all sectors of the community.

The proposed zoning amendment will give flexibility on finding new locations for laundry service businesses in Faribault. C-1 zoning is meant to be compatible and supporting of nearby residential neighborhoods. Having laundry services nearby for many people will be a positive change.

In addition to the Core Guiding Principles, there are several goals, objectives, and policies met by the zoning text amendment:

Goal: Faribault's investments in its built assets retain and attract quality businesses, industries, institutions, and housing, ensuring that Faribault is an outstanding place to live, work, and play.

Objective 1.1: Guide land to provide an appropriate mix of compatible land uses that meets the City's current and anticipated needs.

Policy 1.1.A: Guide and regulate land to respond to social and market demands, respect significant natural and cultural assets, and support the efficient use of infrastructure.

Policy 1.1.B: Seek first to strengthen existing development and guide new development in areas currently served by existing infrastructure, but where appropriate, allow logical and strategic staged growth in undeveloped areas if it is in the City's best interest.

Policy 1.1.C: Encourage the development of complete neighborhoods where all people have reasonable, safe, and convenient access to healthy food, goods, parks, social offerings, and services.

Policy 1.1.D: Identify and implement opportunities to maximize synergies and minimize conflicts between land uses.

Goal: Faribault has a diverse and resilient economy that supports employment and business opportunities for people of all backgrounds and skills.

Objective 1.1: Cultivate an economy and labor force that has the skills, resources, and support structures to thrive in a rapidly changing economy.

Policy 1.1.C: Work with a variety of partners to ensure Faribault residents have access to people, places, organizations, and businesses that are welcoming and supportive of their attempts to enrich themselves and their families.

Objective 1.2: Nurture a business environment supportive of all industry sectors while balancing economic growth with living wage jobs, equitable employment practices, and minimal impacts on the environment.

Policy 1.2.A: Support the development, growth, and retention of small businesses.

Policy 1.2.B: Encourage innovation, creativity, flexibility, and openness to new ideas and positive change in all sectors of the community.

Objective 1.3: Ensure opportunities are available for Faribault to grow and change in a manner that benefits current as well as future generations.

Policy 1.3.A: Identify areas appropriate for new development or redevelopment that are consistent with market demand, have limited environmental impact, and support the efficient use or extension of existing infrastructure.

Goal: Faribault maximizes opportunities for residents to live a healthy life in which they are safe, well nourished, and have access to a range of housing, healthcare, and employment.

Objective 1.1: Strengthen opportunities in the design, development, and maintenance of Faribault's built environment to promote healthy living for all.

Policy 1.1.B: Encourage complete neighborhoods where all people have safe and convenient access to healthy food, goods, and services in all neighborhoods.

2. **Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.**

Finding: The proposed zoning text amendment is not intended to benefit only one property owner. It will be effective citywide and benefit many different property owners and agencies. This amendment does not impose undue burdens or limits on property owners as it allows for a greater range of laundry services within C-1 zoning.

3. **Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: Although the proposed text amendment does not change the zoning classification of property in the city, there are existing properties zoned C-1 where a property owner or business may want to start a laundromat or other laundry service. Faribault does have one active representation of a laundromat within a neighborhood at the NW corner of Central Ave and 1st Ave NE. City staff is unaware of any complaints lodged against or issues related to its operation. When comparing laundromats to other by-right uses in C-1, such as

bakeries, clinics, sports facilities, department and discount stores, and others, laundromats are not more intense or create more activity. Based on peer city research, most cities allow for laundromats and dry-cleaning services in commercial districts, including zoning districts meant for placement within or on the edge of existing neighborhoods. These cities include:

- *Northfield*
- *Owatonna*
- *Lakeville*
- *Mankato*
- *Saint Peter*
- *Red Wing*
- *Austin*
- *Winona*

4. **Criteria: Whether there are reasonable uses of the property in question permitted under the existing zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The proposed text amendment does not change the zoning classification of property in the city. Therefore, this required finding does not apply to the proposed text amendment.

5. **Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The proposed text amendment does not change the zoning classification of property in the city. Therefore, this required finding does not apply to the proposed text amendment.

WHEREAS, the City Council held a public meeting on June 25, 2024, to consider approval of the first reading of Ordinance 2024-10; and

WHEREAS, the City Council also held a public meeting on _____, 2024, to consider approval of the second reading of Ordinance 2024-10; and

WHEREAS, based on the City Staff report, the results of the public hearing, and the written findings and recommendation of the Planning Commission, the City Council of the City of Faribault concurs with the written findings of the Planning Commission as stated in the above recitals and hereby makes the

identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Findings and Incorporation of Recitals and Exhibits. The recitals in this ordinance are part of this ordinance and, where applicable, constitute the written findings of the City Council of the City of Faribault.

Section 2: Text Amendment – Added Definitions. The Faribault City Council hereby adds the following definitions (shown in the underlined text) to Chapter 1, Section 1-120 of the City’s Unified Development Ordinance:

Laundromat. A facility where patrons wash, dry, or clean clothing or other fabrics in machines operated by the patron, including facilities that offer laundry services such as ‘wash-dry-fold’ or similar services.

Dry cleaning establishment. An establishment or business maintained for the pickup and delivery of dry cleaning and/or laundry without the maintenance or operation of any laundry or dry-cleaning equipment or machinery on the premises.

Commercial laundry. An establishment where clothing, linens, rags, rugs, or other articles are cleaned, dry cleaned, and/or washed for remuneration by the employee(s) or agent (s) of the establishment in addition, but not limited to, industrial laundries providing services for commercial and industrial businesses not located on the same site and linen services that launder on-premises.

Section 3: Text Amendment – Principal Uses for the Commercial Districts. The Faribault City Council hereby adds or amends (shown in the underlined text) and removes (shown in ~~striketrough~~ text) the following standards to Chapter 11, Article 1 of the City’s Unified Development Ordinance, hereby altering Section 11-30 titled Principal uses for the commercial districts:

Sec. 11-30. Principal uses for the commercial districts.

- (A) *In general.* All permitted and conditional uses allowed in the commercial districts are listed in Table 11-1.
- (B) *Permitted uses.* Uses specified with a "P" are permitted in the district or districts where designated, provided that the use complies with all other applicable provisions of this ordinance. Persons wishing to establish a

permitted use shall obtain a zoning certificate for such use as specified in Sections 2-190 through 2-250.

- (C) *Conditional uses.* Uses specified with a "C" are allowed as a conditional use in the district or districts where designated, provided that the use complies with all other applicable provisions of this ordinance. Persons wishing to establish or expand a conditional use shall obtain a conditional use permit for such use as specified in Sections 2-260 through 2-340.
- (D) *Prohibited uses.* Any use not listed as either "P" (permitted) or "C" (conditional) in a particular district or any use not determined by the City Planner to be substantially similar to a use listed as permitted or conditional shall be prohibited in that district. Such determination shall be made in the manner provided for in Section 2-50 governing determination of substantially similar uses.
- (E) *Specific development standards.* Permitted and conditional uses specified with an "x" under the Specific Development Standards column shall be subject to the standards identified in Chapter 7, Specific Development Standards.
- (F) *Generalized use categories.* Table 11-1 employs generalized use categories for some types of commercial uses. A particular use may be determined to be within a generalized use category if not listed specifically elsewhere in Table 11-1 and if not determined to be within another less restrictive generalized use category. Determination of whether a particular use is included within a generalized use category shall be made by the City Planner in the manner provided for in Section 2-50 governing determination of substantially similar uses.
 - (1) *General retail sales and services.* General retail sales and services uses include the retail sale of new products or the provision of services to the general public that produce minimal off-site impacts. General retail sales and services include the following uses:
 - (a) Automobile parts and accessories.
 - (b) Bakery/catering service.
 - (c) Barber shop/beauty salon.
 - (d) Bicycle sales and repair.
 - (e) Clothing and accessories.
 - (f) Department and discount stores.
 - (g) Drug store.
 - (h) Dry-cleaning establishments and laundromats.
 - (i) Electronics sales and repair.

- (j) Film developing/photographic supplies.
 - (k) Florist.
 - (l) Hardware store.
 - (m) Household furnishings and appliances.
 - (n) Locksmith.
 - (o) Musical instruments.
 - (p) Office and school supplies.
 - (q) Picture framing.
 - (r) Shoe repair/tailor.
 - (s) Sporting goods/bait and tackle.
- (2) *Craftsman studios, limited production and processing.* Craftsman studios, limited production and processing uses include activities that are consistent and compatible with retail sales and services if such services are conducted wholly within an enclosed building if operated in a manner that prevents external effects of the activity such as (but not limited to) smoke, soot, dirt, vibration, and odor from being detectable at the property line. These uses produce minimal off-site impacts due to their limited nature and scale. Craftsman studios, limited production and processing is allowed as a principal use provided the use shall not exceed a maximum floor area of two thousand five hundred (2,500) square feet, and the main entrance shall open to a retail or office area. Such uses may include wholesale and off-premises sales, subject to other restrictions established in this ordinance. Limited production, processing and storage uses greater than two thousand five hundred (2,500) square feet in area, may be allowed subject to a conditional use permit in accordance with Sections 2-260 through 2-340 of the UDO, with requirements for noise, vibration, dust and odor controls. Craftsman studios, limited production and processing includes the following uses or similar uses:
- (a) Apparel and other finished products made from fabrics.
 - (b) Computers and accessories, including circuit boards and software.
 - (c) Electronic components and accessories.
 - (d) Film, video and audio recording.
 - (e) Food and beverage products, except no live slaughter or grain milling, cereal, vegetable oil, or vinegar.
 - (f) Jewelry, ornamental ceramics and pottery.
 - (g) Leather crafting and upholstery.

- (h) Precision medical and optical goods.
- (i) Signs and advertising devices.
- (j) Visual arts and artist's studio.
- (k) Watches and clocks.
- (l) Wood crafting and carving.
- (m) Wood furniture, woodworking, cabinetry, millwork, and upholstery, not including sawmills.

Table 11-1. Principal uses in the commercial districts.

Use	District					Development Standards
	C-1	C-2	C-3	CBD	SH	
Commercial uses						
Auction establishments		C	C		-	X
Retail sales and services						
General retail sales and services	P	P	P	P	C	
Ambulance facility	-	C	-	-	C	X
Antiques and collectibles	-	P	P	P	C	
Bank or financial institution	-	P	P	P	C	
Boat and marine sales	-	P	P	-	C	
Bookstore	P	P	P	P	C	
Building material sales	-	P	P	-	C	
Child care center	C	P	P	P	C	X
Digital Billboards	-	C	C	-	C	see 9-160(I)
Firearms dealer	-	P	P	P	C	X
Funeral home	-	P	P	P	C	X
Greenhouse, lawn and garden supplies	-	P	P	P	C	
Grocery or convenience store	C	P	P	P	C	
Laundry, self-service	-	P	P	P	C	X
Pawn shop	-	P	P	P	C	
Performing, visual, or martial arts school	-	P	P	P	C	
Pet store	-	P	P	P	C	X
Photocopying	P	P	P	P	C	

Recreational vehicle sales and service	-	P	P	-	C	
Rental of household goods and equipment	-	P	P	P	C	
Shopping center	C	P	P	P	C	
Small engine repair	-	P	P	P	-	
Tattoo parlor	-	P	P	P	C	
Veterinary clinic	-	P	P	P	C	X
Video store	P	P	P	P	C	
Offices	C	P	P	P	C	X
Automobile services						
Automobile convenience facility	C	P	P	P	C	X
Automobile rental	-	P	P	P	-	X
Automobile repair, minor	-	P	P	C	C	X
Automobile repair, major	-	C	C	C	-	X
Automobile sales	-	P	P	-	-	X
Transportation						
Truck and trailer sales and service	-	C	-	-	-	X
Car wash	-	P	P	-	C	X
Food and beverages						
Bar, nightclub, liquor establishment	-	P	P	P	C	X
Brewery	-	C	C	C	C	X
Coffee shop with limited entertainment	P	P	P	P	C	X
Liquor store	-	P	P	P	C	
Microdistillery	-	C	C	C	C	X
Restaurant, drive-through	-	C	C	C	C	X
Restaurant	C	P	P	P	C	X
Restaurant with general entertainment	C	P	P	P	C	X
Commercial recreation, entertainment and lodging						
Bed and breakfast facility	-	-	-	P	C	X
Bowling alley	-	P	P	-	C	

Hotel, motel	-	P	P	P	C	
Indoor recreational facility	-	P	P	C	-	
Outdoor recreation area	-	C	C	C	P	X
Sports and health facility	P	P	P	P	C	
Theater, indoor	-	P	P	C	C	
Limited recycling collection center	-	C	C	-	C	X
Institutional and public uses						
Educational facilities						
College or university	-	P	P	C	C	
Early childhood education center	C	P	P	P	C	X
Schools, K-12	-	C	C	C	C	X
Schools, vocational or business	-	P	P	C	C	
Parking facilities, ramps	C	C	C	C	C	X
Social, cultural, charitable, and recreational facilities						
Stadiums, arenas	-	C	C	-	-	X
Clubs and lodges	C	P	P	P	C	
Community center	C	P	P	C	-	X
Library	C	P	P	P	-	
Museum	C	P	P	P	-	
Park	P	P	P	P	P	
Religious institutions						
Place of assembly	C	C	C	C	C	
Health and medical facilities						
Clinic, medical or dental	P	P	P	P	C	
Laboratory, medical or dental	-	P	P	P	C	
Hospital	-	C	C	-	-	X
Massage parlor	-	P	P	P	C	
Production, processing, and storage						
Farm and construction equipment sales	-	P	P	-	C	X
Craftsman studios	-	P	P	P	C	X
Limited production and processing up to 2,500 sq. ft.	-	P	P	P	C	X

Limited production and processing over 2,500 sq. ft.	-	C	C	C	C	X
Contractor office and showroom	-	P	P	P	-	X
Furniture moving and storage	-	P	P	-	-	
Industrial machinery and equipment, sales, service, and rental	-	P	P	-	C	
Laundry, commercial	-	P	P	P	-	X
Packaging of finished goods	-	P	P	P	-	
Printing and publishing	-	P	P	P	-	
Self-service storage facility	-	P	P	C	C	
Wholesaling, warehousing, and distribution	-	P	P	C	-	X
Residential uses						
Dwellings						
Dwelling unit as part of mixed-use structure	-	-	-	P	C	X
Multiple-family dwelling	C	C	C	C	-	
Dwelling in conjunction with business	C	C	C	C	C	X
Congregate living						
Residential care facility, serving six or fewer persons	C	C	C	C	C	
Residential care facility, serving seven to sixteen persons	C	C	C	C	C	X
Residential care facility, serving seventeen or more persons	-	C	C	-	C	X
Nursing home, senior housing facility	C	C	C	C	C	X
Public service and utilities						
Communication facilities, towers	C	C	C	C	see section 6-230	

Electric or gas substation	C	P	P	P		
Essential services	P	P	P	P		
Electricity generation plant, non-nuclear	-	C	C	-		
Governmental buildings and structures	C	P	P	P		
Governmental buildings and structures (other than those used primarily as offices)	-	C	C	C	C	X
Public utility buildings and structures	C	P	P	P		

Section 4: Text Amendment – Principal Uses for the Commercial Districts. The Faribault City Council hereby amends (shown in the underlined text) the following standards to Chapter 12, Article 1 of the City’s Unified Development Ordinance, hereby altering Table 12-1 of Section 11-30 titled Principal uses for the industrial districts:

Table 12-1. Principal uses in the industrial districts.

Use	District				Development Standards
	I-P	I-1	I-2	SH	
Industrial uses					
Generalized use categories					
Limited industrial	P	P	P	C	
General industrial	-	-	P	-	
Specific industrial uses					
Aircraft storage and maintenance	P	P	P	C	
Ammunition and explosives, storage and manufacturing	-	-	C	-	
Boat construction, repair, and storage	P	P	P	C	
<u>Commercial laundry</u>	P	P	P	C	x
Concrete, asphalt, and rock crushing facility	-	-	C	-	x
Contractor showroom	P	P	P	C	x
Contractor yard	P	P	P	C	
Furniture moving and storage	C	P	P	C	
Grain elevator or storage	-	-	P	-	
Grain milling and distillation	-	-	P		

Greenhouse, wholesale	P	P	P	C	
Industrial machinery and equipment sales, service, and rental	P	P	P	C	
Research, development, and testing laboratory	P	P	P	C	
Recycling facility	C	C	P	-	
Refuse disposal and incineration facility	-	-	C	-	x
Scrap/salvage yard, metal milling facility	-	-	C	-	x
Self service storage	P	P	P	C	
Stockyards, slaughter of animals	-	-	C	-	x
Wholesaling, warehousing and distribution	P	P	P	C	
Commercial uses					
Adult entertainment uses	P	P	P	C	x
Animal kennel, veterinary services	P	P	P	C	x
Auction establishments	C	C	C	C	x
Automobile Services					
Automobile convenience facility	P	P	P	C	x
Automobile repair, major	P	P	P	C	x
Automobile repair, minor	P	P	P	C	x
Automobile sales	C	C	-	C	x
Brewery	P	P	P	C	x
Commercial recreation, entertainment and lodging					
Firearm range, indoor	P	P	P	C	x
Hotel, motel	C	C	-	-	
Indoor recreational facility	P	P	P	P	x
Outdoor recreation area	C	C	C	C	x
Digital Billboards	C	C	C	C	see 9-160(I)
Offices	P	P	P	C	
Retail sales and services					
Ambulance Facility	C	C	C	C	x
Building material sales, lumberyard	P	P	P	C	
Child care center (as principal use)	C	C	-	C	
Farm and construction equipment	P	P	P	C	
Restaurants, liquor establishments	C	C	C	C	x
Transportation					
Bus garage or maintenance facility	C	P	P	C	
Heliport	-	C	C	-	x
Package delivery service	P	P	P	C	
Transportation services	P	P	P	C	
Transportation terminal	P	P	P	C	x
Truck, trailer, boat or recreational vehicle, sales service or rental	P	P	P	C	

Waste hauler	-	C	P	-	x
Institutional and public uses					
Educational facilities					
School, vocational or business	P	P	P	C	
Parking facilities, ramps	C	C	C	C	x
Social, cultural, charitable, & recreational facilities					
Armories, convention halls	P	P	P	C	
Stadiums, arenas	C	C	C	C	x
Clubs and lodges	P	P	P	C	
Religious institutions					
Place of assembly	P	P	-	C	x
Residential uses					
Dwelling in conjunction w/business	C	C	C	C	x
Public service and utilities					
Communication facilities	P	P	P	C	x
Communication towers	C	C	C	C	see § 6-230
Electric or gas substation	P	P	P	C	x
Electricity generation plant, non-nuclear	-	-	C	-	x
Essential services	P	P	P	P	x
Governmental buildings and structures	P	P	P	C	x
Public utility buildings and structures	P	P	P	C	x
Street and equipment maintenance facility	P	P	P	C	
Waste transfer or disposal facility	-	C	C	-	x

Section 5: Effective Date. This ordinance shall be effective immediately upon its passage and publication per the provisions of the Faribault City Charter.

Public Hearing: June 17, 2024

First Reading: June 25, 2024

Second Reading: _____, 2024

Publication: _____, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Staff Report to the Planning Commission

TO: Planning Commission
THROUGH: David Wanberg, Community & Economic Development Director
FROM: Harry Davis, City Planner
MEETING DATE: June 17, 2024
SUBJECT: Approve a Zoning Text Amendment to Allow Laundry Services in C-1 Zoning Districts

Request:	Applicant initiated a zoning text amendment to allow laundromats and/or laundry services in the C-1 zoning district.
Recommendation:	The City Planner recommends allowing laundromats and other laundry services in C-1 zoning as a by-right use. The amendment also includes adding definitions for ease of administration.
Recommended Motion:	Motion to forward and recommend approval of the requested amendment allowing laundromats in C-1 zoning districts, including additional definitions and clarifications within the code based on the request.

Background:

In February 2024, JC Ahlers (the 'Applicant') and the City Planner initiated a discussion on converting an old gas station and convenience store zoned C-1 into a laundromat with laundry services (think wash-fold-dry). C-1 does not allow a laundromat or laundry services as by-right uses.

Request:

The applicant requests a text amendment allowing laundromats as a by-right use in C-1, Neighborhood Commercial zoning districts. The applicant did not ask for a specific method of making the use by-right, so city staff interprets the request and crafts the following recommendation based on the submittal and subsequent conversations. For clarity in administration regarding all kinds of laundry-related uses, the City Planner recommends adding several definitions and making clarifications to other code sections.

Previous Report Information

Previous information covered during May 6 or June 3 Planning Commission work sessions may be found as attachments to this report, including:

- *Laundromats and Similar Services in Faribault Code*
A narrative of how laundromats are categorized within code and different code sections that may improve with definitions and clarity.
- *May 6 and June 3 Planning Commission Work Sessions*
A list of topics covered during the May 6 Planning Commission work session.

Peer Cities

The City Planner initially reviewed codes of Owatonna, Lakeville, and Northfield for ideas on how other communities regulate laundromats and similar services. Based on feedback from Planning Commission work sessions, the City Planner sought additional peer cities and getting a greater understanding of laundromats and their restrictions in other cities. Below is a table summarizing the research.

<u>Peer Cities and Laundry Services</u>			
<u>Peer City</u>	<u>Laundromats allowed by right in C-1 or equivalent?</u>	<u>Specific performance standards for laundromats?</u>	<u>Dry cleaning allowed by-right in C-1 or equivalent?</u>
Northfield	X	-	X
Owatonna	X	-	X
Lakeville	X	-	X
Mankato	X	-	X
Saint Peter	X	-	X
Red Wing	X	-	X
Willmar	-	-	-
Albert Lea	-	-	-
Austin	X	-	X
Winona	X	-	X

X = Yes, - = No

In summary, 8 out of 10 peer cities treat dry-cleaning, self-service laundromats, and other laundry services as a by-right, permitted use in their neighborhood-level or local service commercial zoning districts. None of the researched cities have performance standards attached to laundry businesses, aside from regular noise/odor, general development, and zoning restrictions.

Detailed notes and callouts from each of the researched cities may be found in the attachments.

Laundromats vs Uses Allowed By-Right in C-1

Below is a summarized list of uses that are allowed by-right in C-1 zoning:

- General retail sales and services
 - o Automobile parts and accessories
 - o Bakery/catering service
 - o Bicycle sales and repairs
 - o Clothing and accessories
 - o Department and discount stores
 - o Drug store
 - o Dry-cleaning establishment
 - o Electronic sales and repair
 - o Florist
 - o Hardware store
 - o Household furnishing and appliances
 - o Locksmith
 - o Musical instruments
 - o Office and school supplies
 - o Sporting goods/bait and tackle
 - o Shoe repair/tailor
- Bookstore
- Photocopying
- Video store
- Coffee shop
- Sports and health facility
- Clinic

Based on a conceptual comparison of laundromats with the uses currently permitted by-right in C-1, the City Planner does not see laundromats as more intense or impactful on adjacent properties compared to a bakery, discount store, hardware store, sporting goods, sports facility, or clinic. There may be different intensities of any of the uses currently allowed, but in general laundromats fit well with the other uses currently allowed in C-1.

Discussion:

2024 Comprehensive Plan

The proposed changes meet numbers 3 and 4 of the Core Guiding Principles:

3. Remove or minimize barriers and create or strengthen opportunities for all individuals, businesses, industries, organizations, and services to succeed
4. Encourage innovation, creativity, flexibility, and openness to new ideas and positive change in all sectors of the community.

Additionally, the amendment supports many policies in the plan related to transportation and economic assets. Some of the implementations goals met by the request are:

- Faribault's investments in its built assets retain and attract quality businesses, industries, institutions, and housing, ensuring that Faribault is an outstanding place to live, work, and play.
- Faribault has a diverse and resilient economy that supports employment and business opportunities for people of all backgrounds and skills.
- Faribault maximizes opportunities for residents to live a healthy life in which they are safe, well nourished, and have access to a range of housing, healthcare, and employment.

A full list of goals, objectives, and policies met by the proposed request is found in the draft ordinance.

Criteria for Adopting a Zoning Text Amendment

In general, the proposed amendment meets the code criteria for amending the zoning text. The request and recommended approach meet many goals and policies of the comprehensive plan. Additionally, laundromats in C-1 are not different from other by-right uses already allowed and the approach is similar to most peer cities researched. A full narrative of how the request meets the criteria is found in the draft ordinance.

Development Review Committee

The Development Review Committee (DRC) reviewed the request on April 16 and expressed support for allowing laundromats in C-1 zoning.

Recommendation:

The City Planner and DRC recommend Planning Commission support and forward the requested amendment allowing laundromats in C-1 zoning districts, including additional definitions and clarifications within the code based on the request.

The City Planner recommends the following actions and includes a draft ordinance:

1. Amend Sec 11-30(F)(1)(h) under "General retail sales and services." to read "Dry-cleaning establishments and laundromats".
2. Amend "Table 11-1. Principal uses in commercial districts." in Sec 11-30 to remove "Laundry, self-service".
3. Amend "Table 12-1. Principal uses in industrial districts." in Sec 12-30 to replace "Cleaning services and laundries" with "Commercial laundry".
4. Amend Sec 1-120 Definitions to include:
 - a. Laundromat.
 - b. Dry cleaning establishment.
 - c. Commercial laundry.

Attachments:

- Draft Ordinance
- Previous Planning Commission Work Session Information:
 - o Laundromats and Similar Services in Faribault Code
 - o May 6 and June 3 Planning Commission Work Sessions
- Applicant's Reasoning for Zoning Text Amendment
- Detailed Peer Cities Review
- Locations of Existing C-1 Zoned Property Across Faribault

Laundromats and Similar Services in Faribault Code

In the UDO, self-service laundromats and other laundry or dry-cleaning services are separated across the code. "Dry-cleaning establishment" is allowed in all commercial zoning districts as it falls under general retail sales and services (see Sec 11-30(F)(1)(h)). However, "self-service laundry" is a separate use in the commercial use table and is not allowed in C-1.

"Cleaning services and laundries" is another use identified in the industrial districts use table.

City code does not provide definitions for self-service laundry, commercial laundry, and dry-cleaning, so it is unclear why a distinction is made. The City Planner suggests the following reasons may contribute to the distinction:

- A self-service laundromat may have longer hours available to clients, which generates more traffic, activity, and noise.
- Dry-cleaning services typically do not have cleaning machines on-site due to their high cost and use of chemicals.
- A self-service laundromat will generate odors vented into the air, which some may find unpleasant.
- "Cleaning services and laundries" is a broad definition and inclusive of many possible uses, but this may be deliberate to permit flexibility in laundromats and self-service laundry on up to commercial businesses doing dry-cleaning or operating a cleaning business with commercial traffic, high use of chemicals, and consistent smells or noise.

Under Sec 7-30 which regulates development standards, self-service and commercial laundry services shall vent and direct odors, gas, and fumes away from residential uses.

Under Sec 8-200 which regulates off-street parking requirements for different uses, none of the above names for laundry services are used. "Commercial laundry" is the only use identified and related to any laundry services. It is unclear if this use applies to self-service and large-scale commercial laundry businesses since dry cleaning falls under general retail.

As a refresher, the intent or purpose behind C-1 is as follows:

"The purpose of the neighborhood commercial district is to provide for the establishment of local centers for convenience, office, retail, or service outlets. These centers are located in close proximity to residences and are to be arranged and designed to be a functional and harmonious part of a residential neighborhood. It is the intent of this ordinance that the location and nature of these commercial activities be reasonably serviced with public sidewalks or other pedestrian access. The district is not intended to draw customers from the entire community, but to be limited in size and number of uses to assure continued compatibility with surrounding residential uses."

May 6 and June 3 Planning Commission Work Sessions

At the May 6 Work Session, Planning Commissioners reviewed the request and received initial information and ideas from city staff to consider and provide feedback to the applicant. Said feedback included:

- General Preference on Project Direction
 - Allow laundromats to be a conditional use in C-1 zoning.
Reasoning: Allow the public/PC/CC to review prior to approval. May allow for context-specific solutions to potential issues not covered by performance standards.
 - Restrict dry cleaning services to be a conditional use in C-1 zoning.
Reasoning: Consistency across treatment of laundry services.
- Potential Performance Standard
 - Require an employee on-site during hours of operation and restrict hours disallowing late-night operation.
Reasoning: Minimize traffic and activity impacts on adjacent property owners. An on-site employee can handle issues as they arise.
- Concerns on Laundromat Operations
 - Environmental impacts on adjacent properties
 - Smell
 - Chemicals/Detergent
 - Litter
 - Traffic and Activity
 - On-site Employee
 - Hours of Operation

At the June 3 Work Session, Planning Commissioners reviewed an amended request with a draft ordinance and background addressing most of the topics from May 6. The June 3 commission was divided between allowing laundromats as a by-right use or allowing laundromats as a conditional use. No commissioners gave input on keeping laundromats prohibited from locating in C-1 districts.



RECEIVED

APR 05 2024

City of Faribault
Community Development

APPLICATION FOR REQUESTED ACTION
Rezoning/Text Amendment

Planning Case # _____
Filing Fee _____
Hearing Date _____

TO BE FILLED OUT BY ALL APPLICANTS

TYPE OF REQUEST: X REZONING or X TEXT AMENDMENT
APPLICANT J.C. Ahlers / Lori Ahlers E-MAIL jc_ahlers@yahoo.com
PHONE 612-466-1433 (H) 507-332-7210 (W) (FAX)
ADDRESS 2445 Hulet Ave Faribault mn 55021

REZONING

Legal Description 41133128.509085 Size of Property .75 Acre
Current Zoning C1 Proposed Zoning C1
Existing Use of Property old Kwik Trip Proposed Use of Property Laundromat
Identify All Adjacent Land Uses Residential
Reason for Request to open laundromat

REQUIRED SUBMITTALS:

- ☐ Boundary survey of the property
- ☐ Concept development plan

TEXT AMENDMENTS

A detailed written summary fully explaining the proposed amendment to the ordinance which should include the following:

- ☐ Specific section of City Code to be amended
- ☐ List of the specific changes being proposed
- ☐ Specific reasons for the requested amendment
- ☐ Any necessary graphics
- ☐ Statement of why the amendment should be granted
- ☐ Benefits to be derived by the proposed change in text
- ☐ Impacts of the proposed amendment on those affected by it
- ☐ Relationship of the proposed amendment to community plans

SIGNATURE OF APPLICANT

(Must submit proof of property control)

DATE 4-4-2024

Reasons for requested amendment:

The easiest point to make would be that we have had previous C1 zoned buildings that have been used as laundromats (127 14th ST NW) and ones that are currently being used (704 Central Ave) for laundry service. In my opinion, to not allow my proposed building (1112 2nd Ave NW), to not have the same provisions wouldn't make a lot of sense considering it's for the same purpose.

Statement of why amendment should be granted:

The easiest answer for me is the same as the reason for request. Also, we are trying to add a service that would definitely add value to the people of the city that use laundry services. We have over 900 new apartments alone in FBLT and have recently lost one of the largest laundromats serving the area. This would help fill the need for more places to wash their clothes.

Benefits:

There are over 3000 renter occupied households in the surrounding area (1-3 Miles radius) with over 2500 of those below average household incomes. Approximately 35% of all renter occupied homes and 40% of households with lower than average incomes use laundromats. We would be adding another laundromat to help with the growing needs for family to have quality laundry service. Not everyone has access to laundry facilities at home, especially in rental properties or for those experiencing homelessness. A community laundromat ensures everyone has a basic necessity covered.

Impacts of the proposed amendment for those impacted by it:

By adding a fully attended laundromat, with new equipment, fully automated to use all types of card swiping payment for all laundry/drying machines, as well as traditional cash options, with an abundance of off street parking, we would be giving the clients a better facility to service their needs. We would also implement a drop, wash and fold service (DWF) to handle all consumer's laundry needs in one facility. When businesses invest in the local area, residents often reciprocate by supporting them. This can lead to a cycle of mutual benefit, where both the business and the community thrive together.

Relationship with city plans:

I'm not sure I know exactly what the community plans are for Faribault as a city, but I would imagine that growth is in the plans. With 21 washers from 20-85lb capacity and 26 dryers with the same capacities and room to add more in the future, I think that we would be a good partner with those same plans for the future of Faribault. Overall, a new laundromat in Faribault, MN, can serve as more than just a place to do laundry; it can become an integral part of the community, providing convenience, social interaction, and economic growth.

Peer Cities Review

Northfield

(BB) **Personal Services**. Establishments that are primarily engaged in providing **services** generally involving the care of the **person** or **person's** possessions. **Personal services** may include, but are not limited to, laundry and dry-cleaning **services**, barber shops, beauty salons, health and fitness studios, music schools, informational and instructional **services**, tanning salons, and portrait studios.

Table 2.7-1: Permitted Principal Uses																
Use Category and Use Type *Fixed-Boundary Zoning District P = Permitted Use C = Conditional Use PE = Pre-Existing Use [#] Reference to Notes at Bottom of the Table	Base Zoning Districts									Special Base Zoning Districts				Floating Zoning Districts		Use-Specific Standards in Section:
	R1	R2 [1]	R3 [1]	R4	N1 [1]	N2	C1 [3]	C2 [4]	I1	A-S	CD-S [2]	PB-S	PI-S	NC-F	ED-F	
Personal Services	I	I	I	I	I	I	P	P	P	I	I	I	I	I	C	

Owatonna

§ 157.021 BUSINESS DISTRICTS.

Uses	B-1⁽¹⁾	B-2	B-3
Drive up or drive through facilities from which business is transacted directly with customers located in a motor vehicle during such business transactions	C	C	C
Drug stores	P	P	P
Dry cleaning and laundromats	P	P	P
Essential services	P	P	P
Financial institutions	P	P	P
Florist shop	P	P	P
Food vending vehicle			C

Lakeville

COMMERCIAL USE: The principal use of land or buildings for the sale, lease, rental or trade of products, goods, and services, including, but not limited to, the following unless specifically defined by this title:

A. Office (General): An establishment located within a building or portion of a building for the conduct of business activities involving predominantly professional, or administrative service operations including attorneys, financial advisors, consultants, insurance, and other uses of similar character.

B. Office (Medical): An establishment located within a building or portion of a building for the conduct of business activities involving predominantly professional medical or dental service operations, outpatient health services, and other uses of similar character.

C. Restaurant (Convenience): An establishment that serves food and/or beverages, in or on disposable or edible containers, for consumption on or off premises, including drive-in restaurants, and including drive-through facilities.

D. Restaurant (General): An establishment which serves food in or on nondisposable dishes to be consumed primarily while seated at tables or booths within the building.

E. Retail Business: An establishment engaged in the display and sale of products produced off site directly to consumers within a building or portion of a building, excluding any exterior display and sales.

F. Service Business (Off Site): A company that provides labor, maintenance, repair and activities incidental to business production or distribution where the service is provided at the customer's location, including delivery services, catering services, plumbing and sewer services, and other uses of similar character.

G. **Service Business (On Site)**: An establishment that provides labor, maintenance, repair and activities incidental to business production or distribution where the customer patronizes the location of the operation, such as banks, copy centers, barber/beauty salons, tanning salons, **laundromats, dry cleaners**, funeral homes and mortuaries, animal grooming, appliance repair, tailor shops, travel bureaus.

Permitted use in:

- M-1, Mixed Use
- M-2, Mixed Use
- O-R, Office/Residential Transition
- C-1, Neighborhood Commercial
- C-2, Highway Commercial
- C-3, General Commercial
- C-CBD, Commercial-Central Business District

Mankato

Sec. 10.45. - **B-1 Community Business Districts.**

Subd. 1. Purpose. The B-1, Community Business District, is designed to provide for a **broad range of retail developments which are adjacent to residential areas**. The district will also accommodate office and institutional uses as well as limited light industry.

Subd. 2. **Permitted Uses**. Except as specifically limited herein, the following uses are permitted in the B-1, Community Business District. Every use, unless expressly exempted below or allowed by a conditional use permit, shall be operated in its entirety within a completely enclosed structure, including the storage of all materials, products, and equipment:

A. Antique shops.

B.Apparel stores.
C.Appliance stores and home electronics stores.

...

X.Drug stores.

Y.Dry-cleaning, Laundromats, and diaper services.

Z.Essential service utility structures and facilities, per Section 10.82.

AA.Floral sales.

...

No performance standards specifically for laundromats/dry-cleaning.

Saint Peter

Sec. 24-15. - General description of commercial use types.

Commercial use types include the sale, rental, service, and distribution of goods; and the provision of services other than those classified as industrial or civic uses. These shall include the following:

...

(24) **Personal services**: Establishments primarily engaged in the provision of frequently or recurrently needed services of a personal nature. Typical uses include beauty and barbershops, seamstress, tailor, shoe repair shops, **self-service laundry, apparel cleaning or dry cleaning services.**

...

DIVISION 6. - **RP-1 RESIDENTIAL/PROFESSIONAL OFFICE DISTRICT**

Sec. 24-158. - Statement of intent.

The RP-1 District is intended and designed to provide certain areas of the City for the **development of professional and business offices in areas where residential dwellings predominate.** The district is intended to include primarily established residential areas where changing conditions have made limited office use suitable and not incompatible with the basic residential character of the district. The district is also intended for certain residential areas which, by reason of proximity to existing commercial areas and major streets, would be suitable for limited office use. It is further the intention of this section that the classification as RP-1 of an area will aid in the preservation and stabilization of property values. To this end, it is the intention that new buildings or the conversion and alteration of existing buildings be compatible by means of landscaping, open space, and architectural treatment with neighboring residences.

Sec. 24-159. - **Principal permitted uses.**

Unless otherwise provided in this chapter, no building or lands shall be used for other than one or more of the following purposes:

(1)Residential uses.

a.Single-family residential.

b.Duplex residential.

(2)Civic uses.

- a. Day care services (limited).
- b. Local utility services.
- (3) Commercial uses.
 - a. Personal improvement.
 - b. Personal services.
 - c. Professional office.
 - d. Studio/gallery (limited).

No performance standards specifically for laundromats/dry-cleaning.

Note: RP-1 is Saint Peter's closest match to C-1.

Red Wing

71. **Personal Services.** Establishments primarily engaged in providing services involving the care of a person or his or her apparel, such as barber shops, clothing rental, reducing salons and health clubs, photographic studios, **cleaning and garment services** (but not including power laundries or dry cleaning plants) or **coin operated laundries.**

Business Use Classifications				NP	Not Permitted
				P	Permitted
				C	Conditional Use Permit
				CC	Certificate of Compliance
Use	Zoning District				Additional Use Regulations
	B-1	B-2	B-2a	B-3	
Fast Food Restaurant	C	P	P	P	55-210
Financial Institution	P	P	P	P	
Funeral Home	NP	CC	CC	P	
Garden Center	CC	CC	CC	C	
Gasoline Station	NP	C	C	NP	
Indoor Athletic Facility	NP	CC	CC	CC	
Indoor Recreation	NP	CC	CC	CC	
Medical Facilities	C	C	C	C	
Neighborhood Convenience Store	P	P	P	P	
Nursing and Personal Care	NP	C	C	NP	
Offices	P	P	P	P	
Outdoor Entertainment	NP	C	NP	NP	
Personal Services	P	P	P	P	
Repair and Maintenance Shop	C	P	P	P	
Restricted Recreation	NP	C	C	NP	
Retail Trade	C	P	P	P	
Sales and Storage Lots	NP	CC	CC	NP	
Self-Service Storage Facility (Incidental to Primary Use)	NP	NP	NP	C	

No performance standards specifically for laundromats/dry-cleaning.

Willmar

SECTION 6. ZONING DISTRICTS AND DISTRICT REGULATIONS

A. DISTRICT SUMMARY. For purposes of this Ordinance, the City of Willmar is hereby divided into zoning districts which shall be designated as follows:

1. Residential Districts.
 - a. R-1, One-Family Residential District.
 - b. R-2, One- and Two-Family Residential District.
 - c. R-3, Low Density Multiple Family Residential District.
 - d. R-4, Medium Density Multiple Family Residential District.
 - e. R-5, High Density Multiple Family Residential District.
2. Business Districts.
 - a. LB, Limited Business District.
 - b. **GB, General Business District.**
 - c. CB, Central Business District.
 - d. SC, Shopping Center District.

Not allowed, permitted or conditional use, in LB (equivalent to C-1)

I. GB. GENERAL BUSINESS DISTRICT (ORDINANCE 1512)

1. Permitted Uses. Only the following uses shall be permitted outright:

- a. Alterations/tailor shops.
- b. Appliance sales and service.
- c. Art and photo studios, including sale of prints and photographic and supplies.
- d. Athletic/recreation facilities.
- e. Bait and tackle stores.
- f. Bakeries.
- g. Banks/financial institutions.
- h. Bicycle sales and service.
- i. Broadcasting studios.
- j. Carpet/floor covering stores.
- k. Churches.
- l. Commercial day nurseries or schools.
- m. Drug stores/pharmacies.
- n. Dry cleaners.**
- o. Employment agencies.
- p. Essential services and public uses.
- q. Flower shops.
- r. Funeral homes/crematoriums.
- s. Furniture stores.
- t. General Retail Stores
- u. Glass sales/service.
- v. Hair care (barbers, beauty shops, salons, etc.)
- w. Hardware stores.
- x. Laundromats.**
- y. Liquor sales, on and off.
- z. Medical/dental clinics.
- aa. Museums.

No performance standards specifically for laundromats/dry-cleaning.

Albert Lea

DIVISION 7. - B-1 NEIGHBORHOOD BUSINESS DISTRICT

Sec. 50.0374. - Purpose.

It is the purpose of the B-1 neighborhood business district to permit and to encourage the establishment of small convenience goods and personal service centers located as to be a functional and harmonious part of a residential neighborhood.

Sec. 50.0375. - Conditional use permit.

- (a) All uses within the B-1 neighborhood business district shall be permitted only by conditional use permit.

No performance standards specifically for laundromats/dry-cleaning.

Austin

PERSONAL SERVICES. Establishments providing nonmedically related services, including salons, spas (with or without massage), barber shops, garment tailoring or repair, laundry and dry-cleaning establishments, body art establishments, and post offices. These uses may also include accessory retail sales of products related to the services provided.

<i>P=Permitted; C=Conditional; Blank Cell = Prohibited absent an Interim Use Permit</i>	<i>Residential</i>				<i>Commercial</i>		<i>Industrial</i>	
	<i>R-1</i>	<i>R-2</i>	<i>R-O</i>	<i>R-M</i>	<i>B-2</i>	<i>B-3*</i>	<i>I-1</i>	<i>I-2</i>
Animal shelter or adoption center							P	
Repair and maintenance services		P	P		P		P	P
Funeral home or mortuary		P	P		P	P	P	P
Personal service and repair (e.g. salon, tailor)		P	P		P	P	P	P
Self-storage facility							P	
Bank		P	P		P	P		
Business and Technical Services								
Professional use (up to 1,500 sq. ft.)	P	P	P		P	P	P	P
Professional use (more than 1,500 sq. ft.)		P	P		P	P	P	P

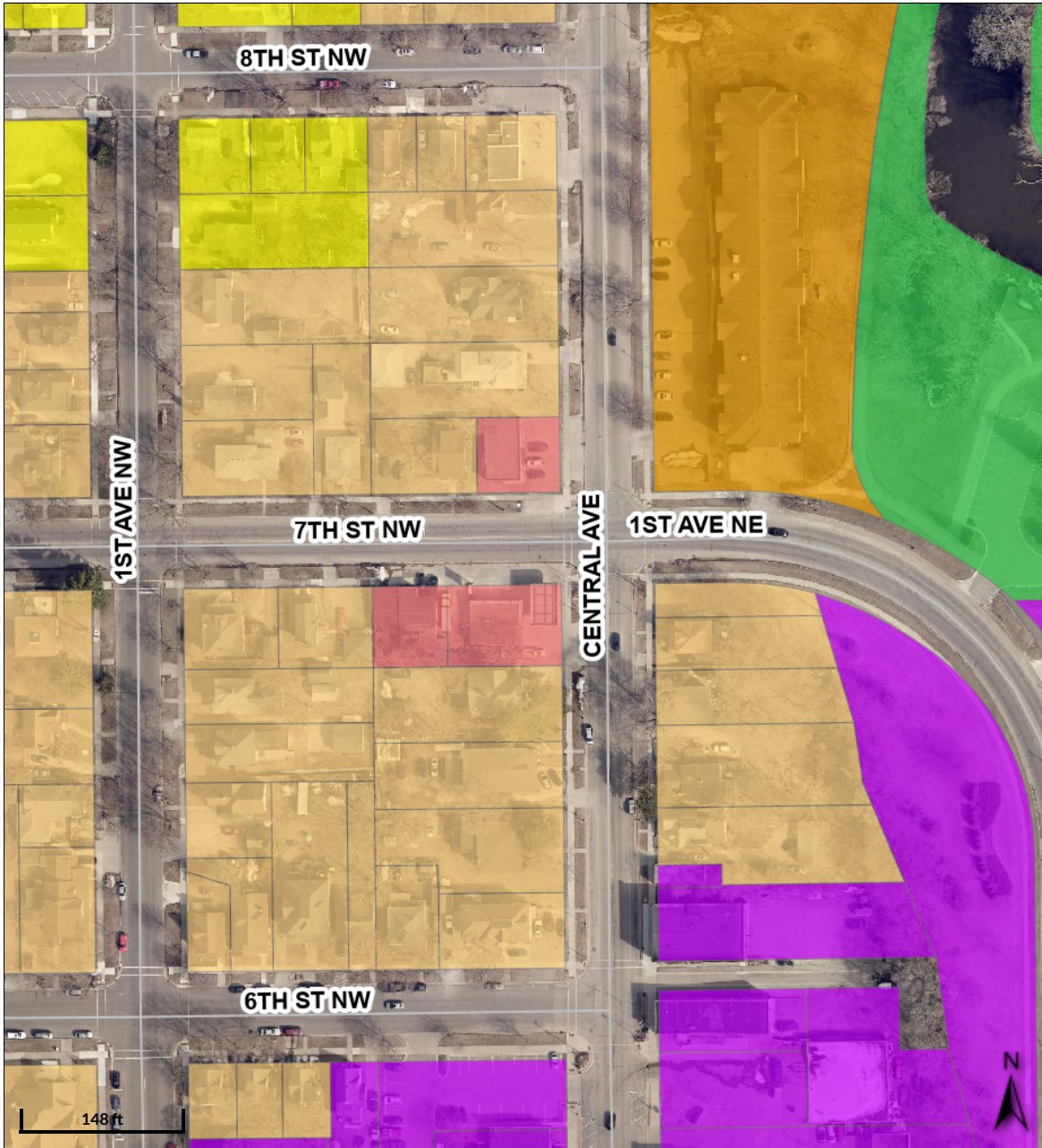
No performance standards specifically for laundromats/dry-cleaning.

Note: Austin had a B-1 similar in use to our C-1, but the R-O is currently their most applicable comparison.

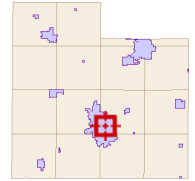
Table 43-1: Principal Uses Table

	RESIDENTIAL						MIXED USE			BUSINESS			INDUSTRIAL		AGRICULTURAL	USE SPECIFIC STANDARDS
Use Type	R-R	R-S	R-1	R-1.5	R-2	R-3	MU-DC	MU-DF	MU-N	B-1	B-2	B-3	I-1	I-2	AG/NR	
Automotive repair, major								PS				PS	PS	PS		Yes
Clinic						P	P	P	P	P	P	P	P	P		Yes
Day care facility							P	P	P	P	P	P	P	P		Yes
Funeral home or mortuary						C		C	C	C	C	P	P	P		Yes
Personal service and repair business							P	P	P	P	P	P	P	P		Yes
Personal service with drive-through							C	PS	C		PS	P	P	P		Yes
Storage facility								PS		P	P	P	P	P		Yes
Business & Technical Services																
Office, business, professional or						C	P	P	P	P	P	P	P	P		Yes

No definition for personal services. No performance standards specifically for laundromats/dry-cleaning.



Overview

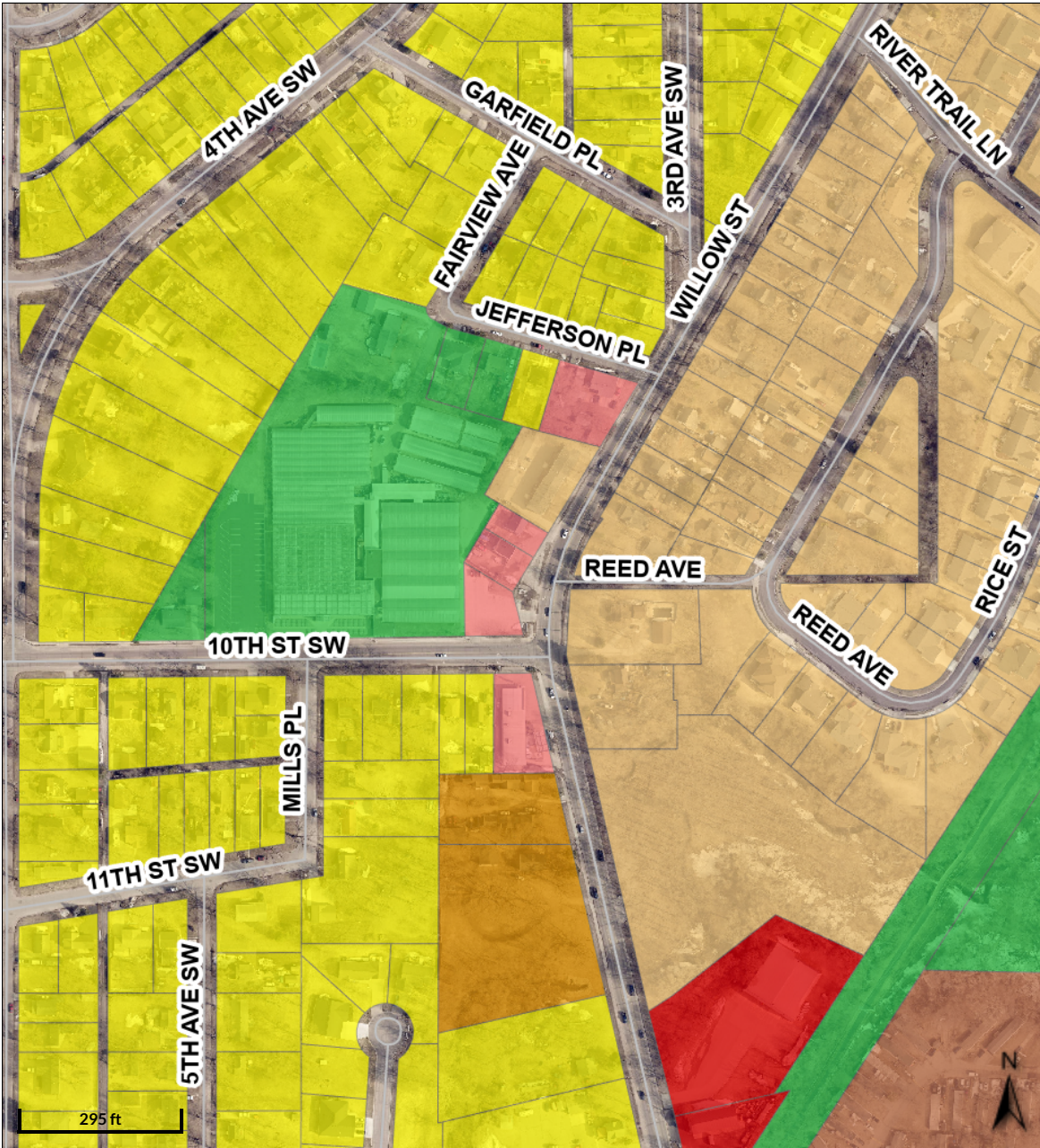


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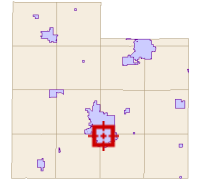
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- Faribault Zoning
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 - C-2
 - C-3
 - CBD
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 - R-2
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GEOSPATIAL



Overview

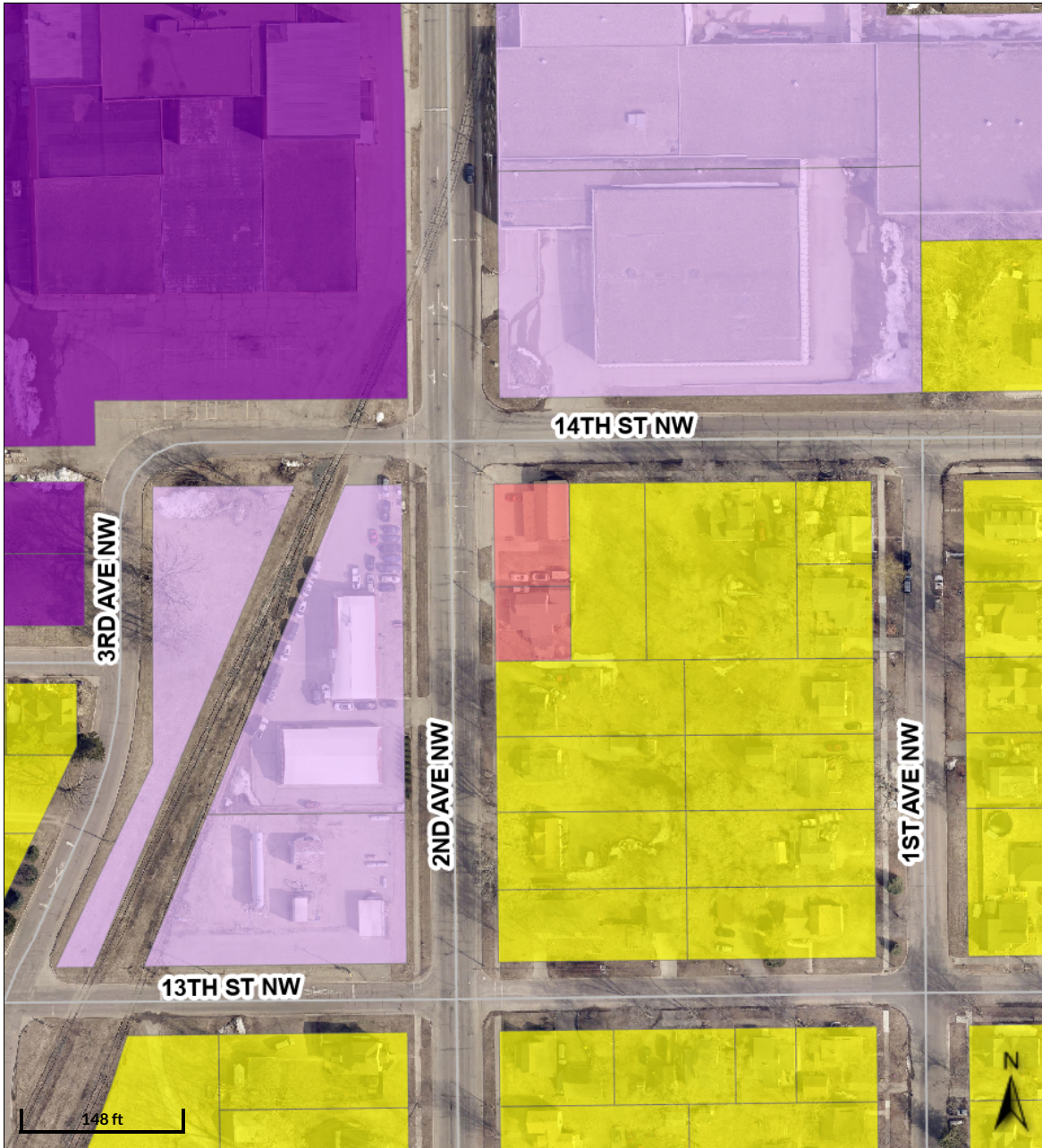


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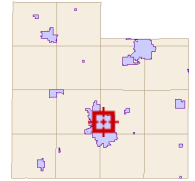
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Overview

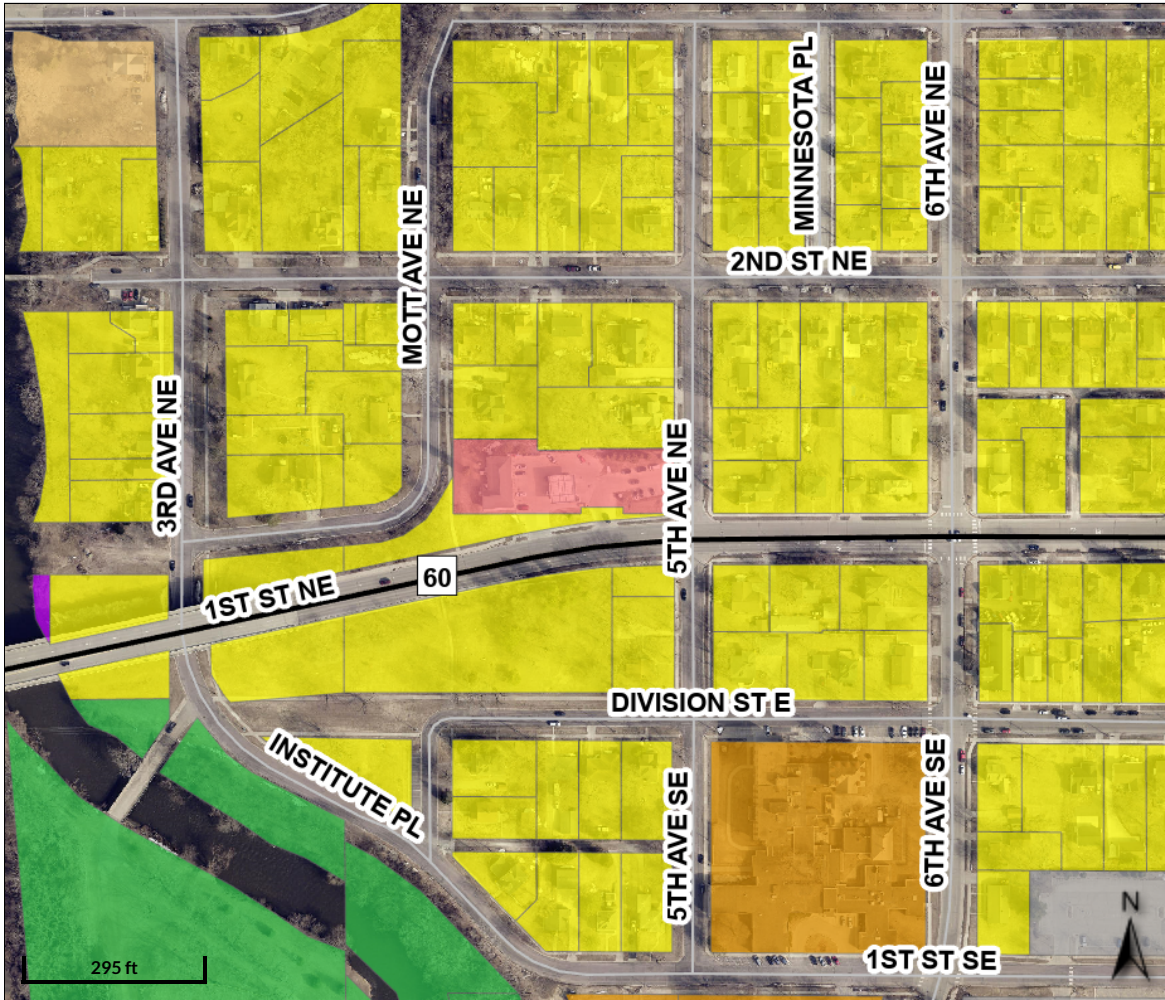


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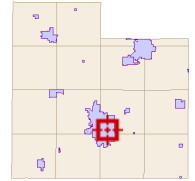
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Overview



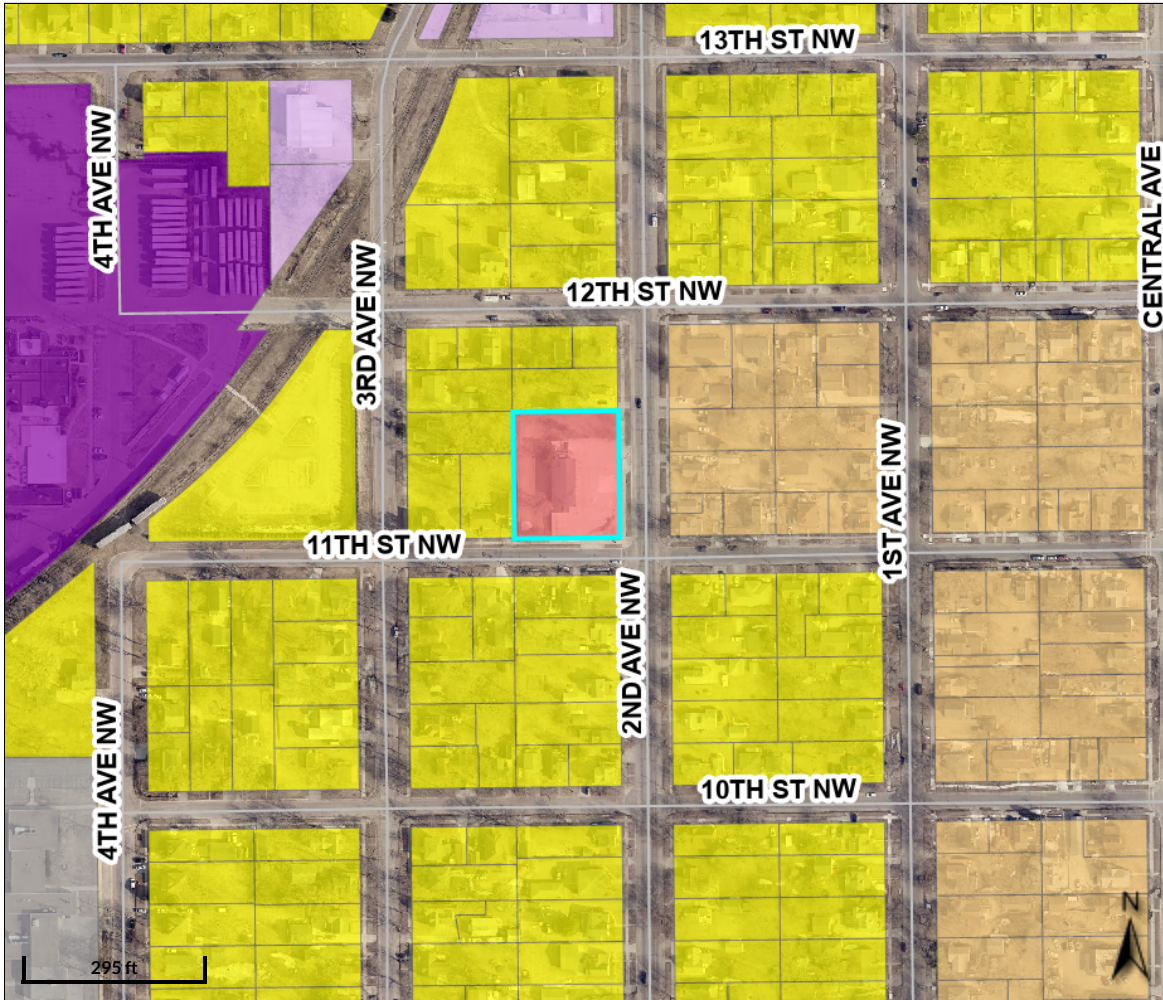
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- Roads
- Road Numbers
- Faribault Zoning
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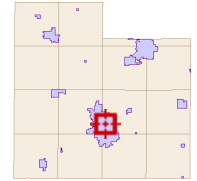
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Zoning: C-1

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Developed by  **Schneider**
 GEOSPATIAL



Overview



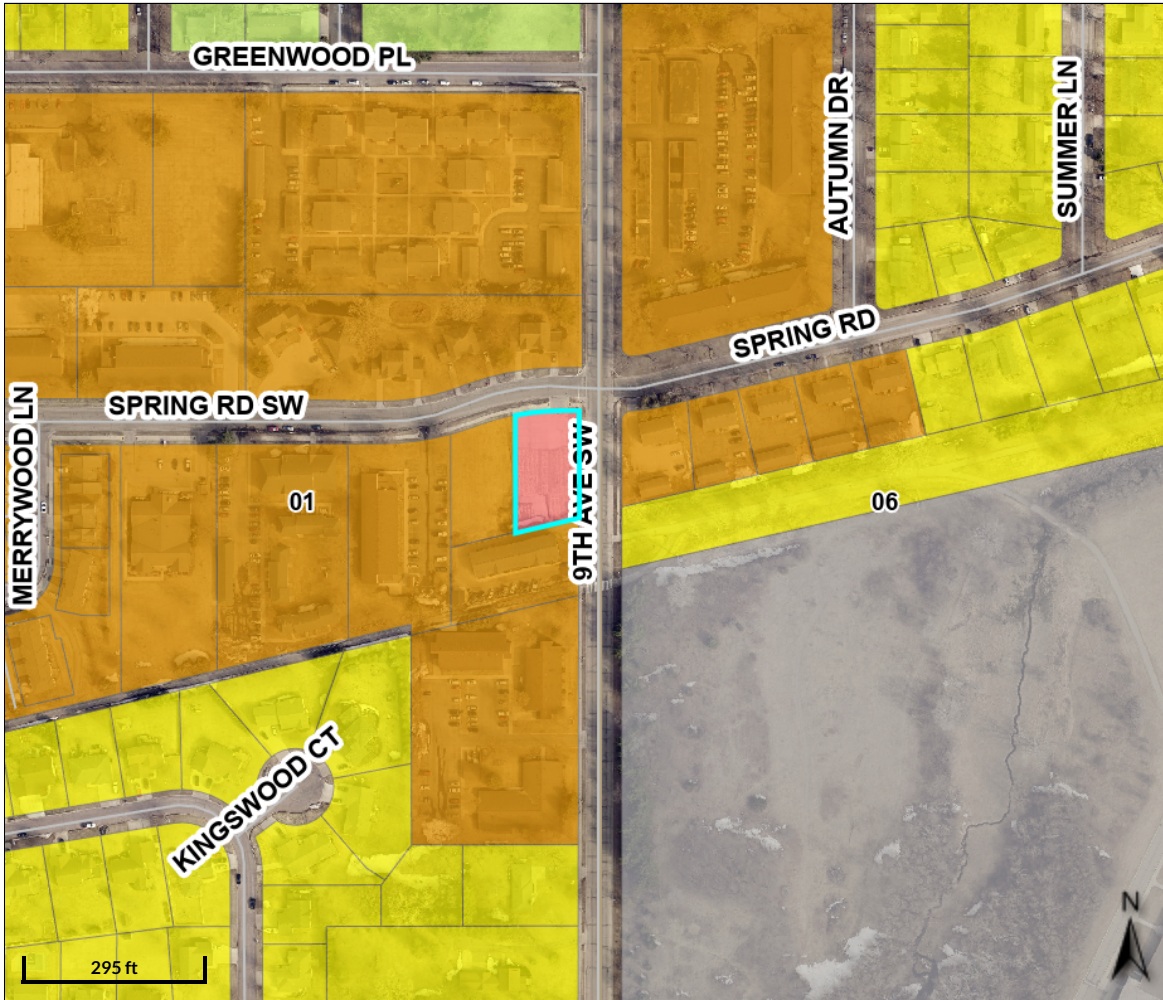
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- Roads
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- Faribault Zoning
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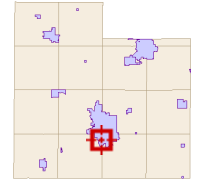
Parcel ID	1830426143	Alternate ID	n/a	Owner Address	KWIK TRIP INC
Sec/Twp/Rng	n/a	Class	3A-Commercial/Industrial/Public Utility		1626 OAK ST
Property Address	1112 2ND AVE NW	Acreage	n/a		LA CROSSE WI 54603
	FARIBAULT				
District	FARIBO-SD656-HSP-HRA-EDA				
Brief Tax Description	Lot 5 Block 15 of NORTH FARIBAULT				
	NORTH FBLT LOTS 5 & 8 & 9 B15				
	(Note: Not to be used on legal documents)				

Date created: 4/26/2024
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Overview



Legend

-  Townships
-  Sections
-  Roads
-  Road Numbers
- Faribault Zoning**
 -  C-1
 -  C-2
 -  C-3
 -  CBD
 -  I-1
 -  I-2
 -  I-P
 -  O
 -  P-I
 -  R-1
 -  R-1A
 -  R-2
 -  R-3
 -  R-4
 -  RM
 -  TUD

Parcel ID	1801476001	Alternate ID	n/a	Owner Address	ZRH PARTNERSHIP
Sec/Twp/Rng	n/a	Class	3A-Commercial/Industrial/Public Utility		1626 OAK ST PO BOX 2107
Property Address	1508 9TH AVE SW	Acreage	n/a		LA CROSSE WI 54602-2107
	FARIBAULT				
District	FARIBO-SD656-HSP-HRA-EDA				
Brief Tax Description	Lot 1 Block 1 of WINDSOR PARK 10				
	(Note: Not to be used on legal documents)				

Date created: 4/26/2024
Last Data Uploaded: 4/26/2024 8:35:47 AM

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Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: June 25, 2024
SUBJECT: Resolution 2024-132 Declaring a Local State of Emergency for the City of Faribault, Minnesota

Background:

The City of Faribault has experienced excessive rainfall which has resulted in flooding conditions throughout community. Waters have not receded and there is no way of knowing what damage could to public infrastructure after the waters have receded, so Mayor Voracek signed a proclamation declaring a state of emergency for this flooding event. This went into effect on Saturday. The resolution formalizes this proclamation with an action of the entire City Council.

Chief Dienst is the City's Emergency Manager will provide an update of flood status and efforts at the meeting.

Recommendation:

To approve Resolution 2024-132

Attachments:

1. Resolution 2024-132 Declare Local State of Emergency
2. Proclamation No. E2024-1 Declaring a Local Emergency in the City of Faribault

CITY OF FARIBAULT

RESOLUTION #2024-132

DECLARING A LOCAL STATE OF EMERGENCY FOR THE CITY OF FARIBAULT, MINNESOTA

WHEREAS, the Mayor of the City of Faribault, Minnesota (the "City") has declared that a local emergency is in effect in the City; and

WHEREAS, the City Council of the City of Faribault, Minnesota (the "Council") finds that a local emergency continues in the City and is in effect in the City through the end of the day on June 30, 2024, unless extended further by the Council, and that immediate action to respond to the local emergency is needed in order to protect the health, safety and welfare of the City and the community; and

WHEREAS, the City Council finds that the immediate purchase of construction and other miscellaneous materials to protect, stabilize, and secure buildings, infrastructure, and property and contracting for backhoes, loaders, trucks, chippers, generators, other miscellaneous equipment, and professional services is and was required to respond to the local emergency; and

WHEREAS, Minnesota Statutes §§ 12.29 and 12.37 authorizes the actions taken in this resolution and provides that an emergency contract is not subject to the normal purchasing and competitive-bidding requirements because of the local emergency.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL that the City Council, City staff and City consultants are hereby authorized and directed to purchase any necessary materials and equipment and authorizes the contracting for such necessary materials, backhoes, loaders, trucks, chippers, generators, other miscellaneous equipment, etc. and professional services required to respond to the local emergency from vendors able to respond promptly.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL that the Council hereby authorizes and directs the Mayor and City Administrator to execute any necessary contracts, agreements and related documents regarding the local emergency and necessary to implement corrective action relative to the local emergency and to protect the health, safety and welfare of the City and the community.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL that the Council directs City staff to take any appropriate action and to prepare any appropriate documents to facilitate the directives of the Council as set forth in this resolution.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL that the Mayor, City Administrator, City staff, City attorney, and City consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this resolution.

NOW, THEREFORE, BE IT FINALLY RESOLVED BY THE CITY COUNCIL that City staff is directed to prepare a report of all activities and expenditures following the conclusion of the local emergency.

Date Adopted: June 25, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

CITY OF FARIBAULT

**PROCLAMATION DECLARING A LOCAL EMERGENCY
IN THE CITY OF FARIBAULT, MINNESOTA**

PROCLAMATION NO. E2024-1

WHEREAS, Kevin F. Voracek, Mayor of the City of Faribault, Minnesota, (the "City") finds that the following situation exists: excessive rainfall occurring on June 21 and June 22, 2024, has led to flooding conditions causing known damage to City parks and unknown damage to the streets where water continues to be over the roadway and to the City's stormwater and wastewater infrastructure which has been overwhelmed by the rainfall;

WHEREAS, this proclamation is made by the Mayor and is done under the authority of Minnesota Statutes sections 12.29 and 12.37;

WHEREAS, the Mayor finds that the situation is sudden and unforeseen and could not have been anticipated;

WHEREAS, the Mayor finds that conditions in the City have worsened considerably as a result of the situation;

WHEREAS, the Mayor finds that this situation threatens the health, safety, and welfare of the citizens of the City and the community;

WHEREAS, the Mayor finds that the situation has resulted in loss to the City of Faribault, or will cause such loss if not immediately addressed; and

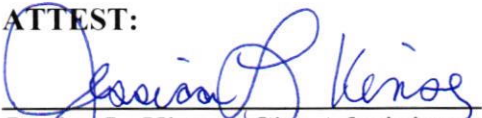
WHEREAS, the Mayor finds that traditional sources of relief are not able to repair or prevent the injury or loss.

NOW, THEREFORE, the Mayor declares this situation in the City to be a local emergency effective at 5:00 PM on June 22, 2024. This declaration of a local emergency will invoke the City's disaster plan. The portions that are necessary for response to and recovery from the emergency must be used.

Date Adopted: June 22, 2024.


Kevin F. Voracek, Mayor

ATTEST:


Jessica L. Kinser, City Administrator

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
5 MONTHS ENDING May 31, 2024
41.67%



GENERAL FUND

	Actual FY 2023	Annual Budget FY 2024	Actual to Date FY 2024	YTD % Collected
Revenues				
Taxes	\$ 9,686,807	\$ 10,621,995	\$ 36,294	0.34%
Permit & Licenses	849,511	665,450	274,098	41.19%
Intergovernmental Revenue	8,764,561	7,796,176	493,758	6.33%
Charges for Services	1,809,971	1,845,562	272,736	14.78%
Fines & Forfeits	142,315	133,000	51,606	38.80%
Miscellaneous Revenue	847,988	286,040	205,249	71.76%
Other Sources	439,325	(467,418)	-	0.00%
Total	\$ 22,540,479	\$ 20,880,805	\$ 1,333,741	6.39%
Expenditures				
Council	\$ 422,221	\$ 550,827	\$ 204,911	37.20%
City Administration	313,447	342,933	252,735	73.70%
Communications	105,036	104,496	60,978	58.35%
Elections	1,928	44,310	14,680	33.13%
Finance Administration	475,179	524,303	211,463	40.33%
Information Services	269,657	431,304	143,411	33.25%
Legal Services	222,535	262,100	107,588	41.05%
Personnel Administration	351,903	365,906	199,858	54.62%
Planning & Zoning	352,383	490,690	200,665	40.89%
City Hall Maintenance	170,656	179,330	67,077	37.40%
Police Administration	1,317,954	1,223,480	714,650	58.41%
Criminal Investigation	1,213,105	1,239,037	489,663	39.52%
Uniform Patrol	3,494,868	3,762,268	1,485,528	39.48%
Police Records	313,580	381,885	138,753	36.33%
Fire Administration	310,569	327,627	130,391	39.80%
Fire Suppression	1,586,171	1,722,877	625,318	36.29%
Code Enforcement - Inspection	495,319	499,700	169,116	33.84%
Emergency Management	3,905	6,250	3,125	49.99%
Community Services	333,657	352,202	80,582	22.88%
Public Works Administration	135,168	134,294	52,210	38.88%
Street Maintenance Projects	1,594,517	1,643,304	639,524	38.92%
Ice & Snow Removal	140,880	131,000	97,347	74.31%
Equipment Maintenance	299,147	299,873	124,333	41.46%
Street Lighting	325,984	324,400	95,469	29.43%
Traffic Signs & Signals	30,733	45,630	14,994	32.86%
Engineering	585,922	615,135	239,187	38.88%
Community Center Administration	640,637	733,165	273,806	37.35%
Community Center Building	622,692	603,618	263,839	43.71%
Aquatic Center	387,520	384,866	54,890	14.26%
Washington Center	65,363	73,429	25,895	35.26%
Soccer Complex	41,611	31,857	3,425	10.75%
North Viaduct Area Park	-	-	-	-
Adult Programs	164,804	165,797	51,717	31.19%
Youth Programs	146,723	151,337	21,343	14.10%
Parks	1,213,319	1,274,838	418,116	32.80%
Library	1,226,301	1,366,260	530,650	38.84%
Miscellaneous Unallocated	592,895	80,477	6,768	8.41%
Mass Transit	-	10,000	26,236	262.36%
Total	\$ 19,968,288	\$ 20,880,805	\$ 8,240,241	39.46%
	2,572,191	-	(6,906,500)	
Lease Proceeds				
* transfer to capital funds	-			
YTD Fund Balance Increase (Decrease)	2,572,191			



WATER FUND

	Actual FY 2023	Annual Budget FY 2024	Actual to Date FY 2024	YTD % Collected
Revenues				
Charges for Services	\$ 4,436,059	\$ 4,248,227	\$ 1,691,662	39.82%
Miscellaneous Revenue	451,616	189,530	99,205	52.34%
Other Sources	682,450	-	125,000	
Total	\$ 5,570,124	\$ 4,437,757	\$ 1,915,868	43.17%
Expenses				
Personnel Services	\$ 615,650	\$ 617,228	\$ 253,264	41.03%
Supplies	694,274	833,900	288,660	34.62%
Other Services & Charges	1,760,469	663,460	380,961	57.42%
Capital Outlay	-	4,132,275	190,570	4.61%
Debt Service	82,550	540,030	40,015	7.41%
Other Uses	90,000	141,134	37,500	26.57%
Total	\$ 3,242,942	\$ 6,928,027	\$ 1,190,970	17.19%
YTD Fund Balance Increase (Decrease)	2,327,182	(2,490,270)	724,898	
Depreciation	-	(1,100,000)	(458,333)	
YTD Fund Balance Increase (Decrease) with depreciation	2,327,182		266,565	

SEWER FUND

	Actual FY 2023	Annual Budget FY 2024	Actual to Date FY 2024	YTD % Collected
Revenues				
Charges for Services	\$ 7,222,123	\$ 6,843,375	\$ 2,906,701	42.47%
Fines & Forfeits	-	-	16,580	
Miscellaneous Revenue	802,906	351,590	213,011	60.58%
Other Sources	28,268	-	-	
Total	\$ 8,053,298	\$ 7,194,965	\$ 3,136,292	43.59%
Expenses				
Sewer Collection				
Personnel Services	\$ 496,979	\$ 551,760	\$ 224,369	40.66%
Supplies	87,606	67,850	36,374	53.61%
Other Services & Charges	927,581	286,329	101,417	35.42%
Capital Outlay	-	2,444,500	508,509	20.80%
Other Uses	113,773	114,337	43,750	38.26%
Water Reclamation Plant				
Personnel Services	978,379	1,041,568	428,415	41.13%
Supplies	590,931	463,188	352,683	76.14%
Other Services & Charges	2,425,667	1,274,771	518,704	40.69%
Capital Outlay	-	613,000	99,774	16.28%
Debt Service	230,403	1,496,942	104,971	7.01%
Other Uses	105,000	105,000	43,750	41.67%
Total	\$ 5,956,318	\$ 8,459,245	\$ 2,462,717	29.11%
YTD Fund Balance Increase (Decrease)	2,096,980	(1,264,280)	673,575	
Depreciation	-	(1,725,000)	(718,750)	
YTD Fund Balance Increase (Decrease) with depreciation	2,096,980		(45,175)	

STORM WATER FUND

	Actual FY 2023	Annual Budget FY 2024	Actual to Date FY 2024	YTD % Collected
Revenues				
Charges for Services	\$ 1,550,620	\$ 1,677,484	\$ 765,393	45.63%
Miscellaneous Revenue	811,657	123,177	56,538	45.90%
Intergovernmental	28,000	5,000	-	0.00%
Total	\$ 2,390,277	\$ 1,805,661	\$ 821,931	45.52%
Expenses				
Personnel Services	\$ 195,599	\$ 243,204	\$ 91,259	37.52%
Supplies	20,258	27,250	4,755	17.45%
Other Services & Charges	544,120	233,673	37,355	15.99%
Capital Outlay	-	1,859,500	850,210	45.72%
Other Uses	23,024	868	-	
Total	\$ 783,001	\$ 2,364,495	\$ 983,580	41.60%
YTD Fund Balance Increase (Decrease)	1,607,276	(558,834)	(161,648)	
Depreciation	-	(330,000)	(137,500)	
YTD Fund Balance Increase (Decrease) with depreciation	1,607,276		(299,148)	



CASH AND INVESTMENTS					
101	General Fund	6,937,247			Average interest Rate
	Fire Insurance Escrow	5,605	Wells Fargo	73,317	0.00%
210	Charitable Gambling Board	62,884	4M Fund	1,619,154	5.28%
211	City Rental Property Mgmt	110,197	State Bank of Faribault	1,543,394	5.56%
215	Public Safety Programs	17,803	Citizens Community Federal	4,547,263	5.53%
217	Library Estate Donation	3,062,587	RBC	32,301,746	1.88%
225	Airport	701,782	Oppenheimer	10,399,514	3.28%
239	Tax Abatements	-		<u>\$ 50,484,387</u>	
240	Community Development	(59,127)			
241	Public Housing	569,559			
	Security Deposits Escrow	22,616			
243	Industrial Development Loan	279,578	Petty cash (on hand)	2,045	
244	Rental Housing Rehabilitation	199,903	Escrow Accounts	42,878	1.90%
247	SCDP Revolving Loans	391,587		<u>\$ 44,923</u>	
248	Federal MIF Loans	662,487			
249	Minnesota Investment Fund	14,887			
254	CRV Rehabilitation Program	60,455			
263-276	TIF Districts	167,233			
280	Faribault HRA	931,826	TOTAL CASH	<u><u>\$ 50,529,310</u></u>	
290	Economic Development Authority	489,588			
292	EDA Revolving Fund	377,825			
344-349	Debt Service Funds	2,162,379			
401	Street Improvement Projects	4,914,033			
404	Park Land Dedication	677,627			
431	Capital Replacement Fund	861,665			
437	Public Facility Projects	30,275			
601	Water Fund	7,107,866			
602	Sewer Fund	13,688,152			
603	Storm Water Fund	4,001,498			
704	Worker's Compensation	302,907			
705	Property Liability Reserve	209,077			
873	Roberds Lake Sewer District	9,069			
897	Elderly Housing Corporation	472,924			
898	Robinwood Manor	1,070,658			
	Escrow Account	14,657			
	Total	<u>\$ 50,529,310</u>			