



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, OCTOBER 22,
2024

6:00 PM

1. **Call to Order/Roll Call/Pledge of Allegiance**
2. **Approve Agenda**
3. **Presentations/Introductions – None**
4. **Approve minutes of the October 8, 2024, City Council Meeting and the October 8, 2024 Special City Council Meeting - Closed Session**
 - A. Approve minutes of the October 8, 2024, City Council Meeting and the October 8, 2024, Special City Council Meeting - Closed Session
5. **Requests to be Heard**
6. **Consent Agenda**
 - A. List of Claims for Release
 - B. Approve LG204B Applications to Conduct Excluded Bingo
 - C. Approve Intensive Comprehensive Peace Officer Education Training (ICPOET) Grant Candidate Agreements
 - D. Resolution 2024-206 Approve Street Closure for Peace Lutheran Church and Preschool Trunk or Treat
 - E. Approve Hold Harmless and Indemnification Agreement with the Faribault Chamber of Commerce
 - F. Approve Quote for Stormwater Outfall Materials at Water Reclamation Facility
 - G. Resolution 2024-207 Declare Desk as Surplus and Donate to the Rice County Historical Society
 - H. Resolution 2024-208 Establishing a Fee Schedule for Administrative Citations
 - I. Approve Task Order No. 13 with Foth for Airfield Pavement Rehabilitation Planning Services at the Airport
 - J. Resolution 2024-212 Accept Donation to the Parks and Recreation Department
 - K. Approve Petition and Waiver for Water Service Repair at 719 5th Ave. NW
 - L. Approve Petition and Waiver for Water Service Repair at 9 8th St. NW
 - M. Resolution 2024-213 Approve Appointment of Board and Commission Members
7. **Public Hearings – None**
8. **Items for Discussion**
 - A. Ordinance 2024-16 Amend Chapter 28, Division 4 of the Code of Ordinances, Regarding Disconnection of Water for Nonpayment (Second Reading)
 1. Approve Summary Publication of Ordinance 2024-16

- B. Resolution 2024-209 Approve the Assignment of an Additional Investor, Restructuring of the Ownership Entity, and Mortgage Subordination related to the Property at 311 Central Avenue
- C. Resolution 2024-211 Approve COREY LEE NEWBY, DBA URBAN FLEA MARKET Developer's Agreement
- D. Resolution 2024-210 Approve a Restructuring of the Ownership Entity related to the Redevelopment of Lot 1 and Lot 2, Block 1, Midwest First Addition, Rice County, Minnesota

9. Bids - None

10. Boards and Commissions Reports, Announcements and Project Updates

11. Adjournment

(The Council may meet as a group for dinner)

NOTE:

CC Closed Captioning of Council meetings available on FCTV.

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

Para pedir este documento en otro idioma, envíe un correo electrónico y adjunte el documento a accessibility@faribault.org.

Si aad u codsato dukumeentigan oo ku qoran luqad kale, fadlan e-mail u soo dir oo ku soo lifaaq dukumiintiga accessibility@faribault.org.



CITY COUNCIL MINUTES

COUNCIL CHAMBERS

TUESDAY, OCTOBER 8,
2024

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

The meeting of the City Council was called to order by Mayor Kevin Voracek at 6:00 pm. Councilors in attendance included Sara Caron, Adama Doumbouya, Royal Ross, Tom Spooner and Chuck Thiele. Councilor Peter van Sluis was absent. Also in attendance were City Administrator Jessica Kinser, City Clerk Heather Slechta, Fire Chief Dustin Dienst, Police Chief John Sherwin, Community and Economic Development Director David Wanberg, City Planner Harry Davis, Human Resources Manager Kevin Bushard and City Attorney Scott Riggs.

Approve Agenda

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

Presentations/Introductions

Infants Remember in Silence Proclamation

Mayor Voracek read a proclamation proclaiming October 15, 2024 as National Pregnancy and Infant Loss Awareness Day. Diane Kelly stated that there will be a candle lighting ceremony at 7:00 pm at the IRIS Office.

Oath of Office for Paid On-Call Firefighters

City Administrator Jessica Kinser gave the Oath of Office to five new firefighters; Brad Phenow, Gary Jacobs, Joseph Martin, Nic Sutherland and Andrew Shankey.

Approve minutes of the September 24, 2024 City Council Meeting and the October 1, 2024 Special City Council Meeting - Closed Session

Motion by Ross, seconded by Doumbouya to Approve minutes of the September 24, 2024, City Council Meeting and the October 1, 2024, Special City Council Meeting - Closed Session and carried unanimously.

Requests to be Heard – None

Consent Agenda

- A. List of Claims for Release
- B. Resolution 2024-199 Accept Donations to the Parks and Recreation Department
- C. Approve Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License for Faribault Minnesota Chapter, Inc.
- D. Resolution 2024-200 Appoint 2024 Election Judges
- E. Approve Server and UPS Purchases
- F. Resolution 2024-201 Approve Hiring HRA Executive Director
- G. Resolution 2024-202 Authorize the Fire Department to Accept the State of Minnesota ARMER Equipment Grant Award
- H. Resolution 2024-203 Authorize the Fire Department to Accept the Compeer Financial

Emergency Response Equipment Grant

- I. Resolution 2024-204 Approve Hiring Police Officer
- J. Resolution 2024-205 Removing Eric Delgado from the Planning Commission and Declaring a Vacancy
- K. Approve Hangar Rental Agreement

Motion by Caron, seconded by Thiele to approve Consent Agenda items A-K and carried unanimously.

Public Hearings – None

Items for Discussion

Ordinance 2024-16 Amend Chapter 28, Division 4 of the Code of Ordinances, Regarding Disconnection of Water for Nonpayment (First Reading)

City Administrator Jessica Kinser explained that staffing shortages and changes in the Finance Department resulted in an examination of operations in utility billing to look for some efficiencies. The monthly process to disconnect water for non-payment only addressed about 10% of the accounts that could be disconnected in any given month, resulting in a time-consuming process for both Finance and Public Works where very little was accomplished in terms of collections of past due accounts. Instead of disconnecting water service for non-payment, staff proposed utilizing the special assessment process to place past due amounts as an assessment on the property. This would reduce the monthly activities associated with disconnection, while still providing notice to individuals that they are behind throughout the year. Kinser stated that upon approval and publication, the intent is to implement this change immediately.

Motion by Ross, seconded by Thiele to approve Ordinance 2024-16 Amend Chapter 28, Division 4 of the Code of Ordinances, Regarding Disconnection of Water for Nonpayment (First Reading)

Roll Call Vote:

Aye: Councilor Caron, Doumbouya, Ross, Spooner, Thiele, Mayor Voracek

Nay:

Motion carried 6:0

Bids – None

Boards and Commissions Reports, Announcements and Project Updates

Councilor Ross thanked all of the Election Judges for their time and effort. Mayor Voracek stated that the Spooktacular Fun Run and Bloody Fest is taking place this weekend. Mayor Voracek also read the following statement in regards to City Administrator Jessica Kinser's 6-month review: The City Council has conducted a 6-month performance review of Jessica L. Kinser, as City Administrator for the City of Faribault. As part of the evaluation process, the City Council evaluated Jessica on reporting, fiscal management, supervision, leadership, Council relations, intergovernmental relations, community relations and personal traits. The process reached the following conclusions: Jessica L. Kinser's performance has an average score that is exceeding expectations. Goals, objectives and areas to focus on were given to Jessica to work towards. As per Jessica's employment agreement with the City of Faribault, and by exceeding expectations, she will receive a one-step increase in wages to Grade V Step 9, under the Amended Non-Union Compensation Plan 2022-2024 and receive 3 days of administrative leave. This will be effective October 1, 2024. Thank you, Jessica!

Adjournment

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

The meeting was adjourned at 6:15 pm.

Respectfully Submitted,

Heather Slechta
City Clerk



SPECIAL CITY COUNCIL MINUTES

PUBLIC MEETING ROOM

TUESDAY, OCTOBER 8, 2024

The Special meeting of the City Council was called to order by Mayor Kevin Voracek at - 6:44 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 were City Administrator Jessica Kinser, Human Resources Manager Kevin Bushard and City Attorney Scott Riggs.

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

The meeting was closed at 6:45 pm.

The City Council held a Special Council Meeting-Closed Session, pursuant to Minnesota Statutes, Section 13D.03, subdivision I(b) on Tuesday, October 8, 2024, in the Public Meeting Room at City Hall, 208 1st Avenue NW, Faribault, Minnesota to consider strategies for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiations proposals, conducted pursuant to Minnesota Statutes Sections 179A.01 -179A.025.

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

The meeting was opened at 7:07 pm.

Adjournment

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

Meeting adjourned at 7:07 pm.

Respectfully Submitted,

Jessica L. Kinser
City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Jessica Kinser, City Administrator
MEETING DATE: October 22, 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 \$2,286,710.98, which includes check numbers 181672 to 181756 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. 10-22-2024 Council AP List

AP
AP Council Approval 10-22-2024



User: pdavidson@ci.faribault.mn.us
Printed: 10/18/2024 9:59:03 AM

Check Numb	Last Name	Acct 1	Amount	Description
0	5 Star Inspections Inc	101-42400-420-43090	3,977.88	August Electrical Inspections
0	5 Star Inspections Inc	101-42400-420-43090	8,526.90	September Electrical Inspections
	5 Star Inspections Inc		12,504.78	
0	Advantage Computer Systems Inc	217-45500-450-45200	16,000.00	Hearing Loop for Great Hall
	Advantage Computer Systems Inc		16,000.00	
0	Ag Partners Coop	101-43121-430-42160	769.80	Weed Killer
	Ag Partners Coop		769.80	
181681	Amazon Capital Services	101-45500-450-43130	51.98	Filament
181681	Amazon Capital Services	240-46210-460-43131	135.55	Amazon Toolkit items for Environmental Commission.
181681	Amazon Capital Services	101-45500-450-43130	19.99	Toy for Children's Area
181681	Amazon Capital Services	101-45500-450-42190	35.44	Book
181681	Amazon Capital Services	101-45500-450-42410	32.77	Voice Amplifier Headset
181681	Amazon Capital Services	101-45500-450-42190	14.19	Books
181681	Amazon Capital Services	101-45500-450-43130	9.99	Halloween Paper
181681	Amazon Capital Services	101-45500-450-43130	9.79	Natural Wood Slices
181681	Amazon Capital Services	101-45122-450-42110	100.94	Supplies to Repair the Fiber Glass Pool Steps
181681	Amazon Capital Services	101-45500-450-42190	77.60	Books
181681	Amazon Capital Services	101-42123-420-42110	38.97	iPhone Cases / N Smith - M Mohamed
181681	Amazon Capital Services	101-43121-430-42110	195.93	Fruit Snacks - Scary Harry Event
181681	Amazon Capital Services	101-45500-450-42190	14.39	Books
181681	Amazon Capital Services	240-46210-460-43131	-33.58	Return of Moisture Meter Certs Toolkit ENV
181681	Amazon Capital Services	101-45200-450-42210	11.99	Transmission Vent Valve
181681	Amazon Capital Services	101-45500-450-42010	12.97	Lysol Wipes
181681	Amazon Capital Services	101-45500-450-43130	65.53	Laminating Film for Storywalk
	Amazon Capital Services		794.44	

Check Numb	Last Name	Acct 1	Amount	Description
181682	American Red Cross	101-45130-450-43131	190.00	Civic Certifications for Babysitters Class
	American Red Cross		190.00	
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	148.00	Work Session Publication
0	APG Media of Southern Minnesota LLC	101-41910-410-43510	48.13	Publication for Ordinance 2024 18 Rezone from R2 to PI
0	APG Media of Southern Minnesota LLC	101-41910-410-43510	41.25	Publication for Ordinance 2024 19 Vacating Portion of Easement 2
0	APG Media of Southern Minnesota LLC	101-41910-410-43510	41.25	Legal Notices Publishing for Ordinance 2024 3
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	151.25	10/08 Agenda
	APG Media of Southern Minnesota LLC		429.88	
0	Arrow Electric LLC	101-45200-450-44010	3,732.37	Electrical Repairs
0	Arrow Electric LLC	101-43160-430-42110	4,903.19	Streetlight Covers
	Arrow Electric LLC		8,635.56	
181683	Aspen Mills	101-42110-420-42180	1,250.05	Body Armor / B Gliem
181683	Aspen Mills	101-42123-420-42180	1,024.18	Full Uniform and Accessories / A Schloo
181683	Aspen Mills	101-42123-420-42180	1,132.98	Full Uniform and Accessories / Y Noor
181683	Aspen Mills	101-42123-420-42180	12.00	Freight Charges
181683	Aspen Mills	101-42123-420-42180	278.22	Cargo Pant - Under Vest Shirt / J Gramling
181683	Aspen Mills	101-42123-420-42180	109.90	Taser Holsters (2)
	Aspen Mills		3,807.33	
0	Auto Value Parts Store	101-43110-430-42110	10.99	RTU Belt - Public Works Building
0	Auto Value Parts Store	101-45110-450-42210	19.81	Oil Filter and Air Filter #4
0	Auto Value Parts Store	101-45110-450-42210	7.99	Windshield Wiper Blades #4
0	Auto Value Parts Store	101-43121-430-42210	11.99	Head Light Bulb - Street Unit 118
0	Auto Value Parts Store	602-49450-000-42210	4.25	Disc Brake Pad Set
0	Auto Value Parts Store	601-49430-000-42210	4.25	Disc Brake Pad Set
0	Auto Value Parts Store	101-43121-430-42210	40.88	Disc Brake Pad Set
0	Auto Value Parts Store	101-43121-430-42210	295.98	Batteries - Street Unit 107
0	Auto Value Parts Store	603-49500-000-42210	0.61	Disc Brake Pad Set
0	Auto Value Parts Store	101-42110-420-42210	15.99	Breakaway Switch / #31
0	Auto Value Parts Store	101-42220-420-42210	16.68	Adhesion Promoter
0	Auto Value Parts Store	101-43121-430-42210	13.48	Silicone Sealant and Plastic Bonder
0	Auto Value Parts Store	602-49450-000-42210	1.40	Silicone Sealant and Plastic Bonder
0	Auto Value Parts Store	603-49500-000-42210	0.20	Silicone Sealant and Plastic Bonder
0	Auto Value Parts Store	601-49430-000-42210	1.40	Silicone Sealant and Plastic Bonder

Check Numb	Last Name	Acct 1	Amount	Description
	Auto Value Parts Store		445.90	
181684	Axon Enterprise Inc	101-42110-420-44160	16,744.78	Fleet 3 Advanced Renewal - Transfer Credit
	Axon Enterprise Inc		16,744.78	
181685	Baker & Taylor Entertainment	101-45500-450-42190	183.68	Books
181685	Baker & Taylor Entertainment	101-45500-450-42190	45.74	Books
181685	Baker & Taylor Entertainment	101-45500-450-42190	356.28	Books
181685	Baker & Taylor Entertainment	101-45500-450-42190	55.73	Books
181685	Baker & Taylor Entertainment	101-45500-450-42190	376.27	Books
181685	Baker & Taylor Entertainment	101-45500-450-42190	337.15	Books
181685	Baker & Taylor Entertainment	101-45500-450-42190	179.56	Books
	Baker & Taylor Entertainment		1,534.41	
181686	Bauer Ryan	101-45122-450-44010	10,978.97	Removing and/or Replacing Reinstalling Sinks-Toilet-Urinals
181686	Bauer Ryan	101-45125-450-44010	722.56	Plumbing Work Done at Aquatic Center
	Bauer Ryan		11,701.53	
0	BCM Construction Inc	478-43121-430-45303	372,907.78	2024-03 Pay Req 2
0	BCM Construction Inc	404-45200-450-45200	177,222.50	Park BP 2 - Pay Req 1
	BCM Construction Inc		550,130.28	
181679	Benjamin or Lisa Erickson	601-00000-000-20200	127.34	Refund Check 024694-000, 915 3 Ave NW
	Benjamin or Lisa Erickson		127.34	
181687	Bentley Jeff	601-00000-000-20200	84.73	Refund Check 007310-001, 510 3 St NW
	Bentley Jeff		84.73	
0	BG Minnesota Inc	601-49430-000-42210	11.93	Transmission Service Kits for Stock
0	BG Minnesota Inc	101-42123-420-42210	7.96	Transmission Service Kits for Stock
0	BG Minnesota Inc	602-49450-000-42210	11.93	Transmission Service Kits for Stock
0	BG Minnesota Inc	101-45200-450-42210	15.92	Transmission Service Kits for Stock
0	BG Minnesota Inc	101-43121-430-42210	31.82	Transmission Service Kits for Stock
	BG Minnesota Inc		79.56	

Check Numb	Last Name	Acct 1	Amount	Description
0	BHE Renewables	602-49480-000-43810	14,285.63	Solar Energy - August
	BHE Renewables		14,285.63	
181688	Bold North Roofing and Contracting	101-00000-000-20820	1.00	Building Permit (2024-01411) Refund Surcharge
181688	Bold North Roofing and Contracting	101-00000-420-34220	1.00	Building Permit (2024-01411) Refund License Verification
181688	Bold North Roofing and Contracting	101-00000-420-32210	90.00	Building Permit (2024-01411) Refund
	Bold North Roofing and Contracting		92.00	
0	Border States Industries Inc	601-49430-000-42110	47.22	Meter Wire Connectors
0	Border States Industries Inc	601-49430-000-42410	50.84	Crimping Pliers
	Border States Industries Inc		98.06	
0	Buendorf Deni	101-45500-450-43310	36.00	MLA Conference Per Diem
	Buendorf Deni		36.00	
181672	c/o Teledoc Inc Healthiest You	101-00000-000-21707	890.00	Healthiest You October 2024
	c/o Teledoc Inc Healthiest You		890.00	
181689	Canon Financial Services Inc	101-41940-410-44160	224.41	Copier Lease
181689	Canon Financial Services Inc	240-46210-460-44160	112.20	Copier Charges
181689	Canon Financial Services Inc	101-41910-410-44160	112.21	Copier Charges
181689	Canon Financial Services Inc	101-42210-420-44160	68.46	Copy Machine Charges 10/01/2024 to 10/31/2024
181689	Canon Financial Services Inc	101-42400-420-44160	167.08	Copier Charges 10/1/24-10/31/24
	Canon Financial Services Inc		684.36	
0	Cardmember Service	101-41350-410-44330	79.00	Government Social Media - Annual Membership
0	Cardmember Service	101-41800-410-44382	87.94	Employee Program - Meeting
0	Cardmember Service	101-45110-450-44330	18.24	Spotify Subscription
0	Cardmember Service	101-41350-410-43310	14.00	League of Minnesota Cities Conference - Parking Fee - 06.27.24
0	Cardmember Service	101-41940-410-43090	397.50	Matting and Framing Alexander Faribault Picture - Council Chambe
0	Cardmember Service	101-43121-430-43140	810.00	IMCA Registration
0	Cardmember Service	101-45500-450-44330	30.00	MLA Membership for Deni Buendorf
0	Cardmember Service	101-42110-420-44330	5.00	Reconyx
0	Cardmember Service	101-42110-420-43220	86.40	USPS: Certified Mail
0	Cardmember Service	101-42110-420-43130	161.34	Godfathers:Lunch for Officers During Safe Summer Kickoff
0	Cardmember Service	101-41320-410-43310	14.00	Parking for LMC Annual Conference
0	Cardmember Service	101-45110-450-43430	10.00	Advertising Programs

Check Num	Last Name	Acct 1	Amount	Description
0	Cardmember Service	101-45110-450-44330	240.00	Sling Subscription
0	Cardmember Service	101-41320-410-44330	225.00	GFOA Membership
0	Cardmember Service	101-42110-420-42115	83.43	Godfathers: Flood
0	Cardmember Service	101-41910-410-44330	245.00	David Wanberg AELSLAGID Certification
0	Cardmember Service	240-46210-460-43310	10.00	Receipt for Parking
0	Cardmember Service	101-41800-410-43140	1,612.40	NPELRA - Conference - Bushard and Walburn
0	Cardmember Service	101-42110-420-43250	4.56	Safe Summer Kickoff Facebook boost
0	Cardmember Service	101-41320-410-43310	378.95	Airfare for ICMA
0	Cardmember Service	101-45110-450-43430	1.57	Advertising Programs
0	Cardmember Service	101-45500-450-44330	230.00	MLA Membership for Delane James
0	Cardmember Service	101-45110-450-43430	36.00	Advertising - Programs
0	Cardmember Service	101-45110-450-43430	14.00	Advertising Programs
0	Cardmember Service	101-43121-430-42110	197.27	2021-04 Aluminum Brackets
0	Cardmember Service	101-42400-420-44325	25.00	Authorize.net - Fee for Online Permitting
0	Cardmember Service	240-46210-460-43095	139.95	Grammarly Full Subscription for David Wanberg
0	Cardmember Service	101-42110-420-42030	47.00	MN Chiefs: Permits to Acquire Cards
0	Cardmember Service	101-43190-430-43140	1,920.00	ESRI Sharing Content to GIS Course - DJohnson
0	Cardmember Service	101-41580-410-43095	311.40	Atera DYN Webroot Subscriptions
0	Cardmember Service	101-41350-410-43310	6.00	League of Minnesota Cities Conference - Parking Fee - 06.26.24
0	Cardmember Service	101-00000-000-10100	161.34	Godfathers:Lunch for Officers During Safe Summer Kickoff
0	Cardmember Service	101-45110-450-43430	10.00	Advertising Programs
0	Cardmember Service	101-42110-420-43130	23.38	NRA: Safety Camp DVD
0	Cardmember Service	602-49450-000-43140	56.18	Collections License Application - S McDermott
0	Cardmember Service	101-41320-410-44330	50.00	MCFOA Membership Renewal
0	Cardmember Service	101-45130-450-42110	299.95	Taekwondo Boards
0	Cardmember Service	101-42110-420-43095	18.48	ZOOM
0	Cardmember Service	101-43190-430-43140	1,920.00	ESRI Configuring a Base Course - DJohnson
0	Cardmember Service	101-45122-450-42194	426.32	Hitting Tees - Baseball
0	Cardmember Service	101-45110-450-44330	15.99	Zoom Subscription
0	Cardmember Service	101-43121-430-42210	344.34	Sunshade and Repair Kit
0	Cardmember Service	101-00000-000-10108	-161.34	Godfathers:Lunch for Officers During Safe Summer Kickoff
0	Cardmember Service	101-42400-420-44325	25.00	Authorize.net - Fee for Online Permitting
	Cardmember Service		10,630.59	
181690	Casper Thomas	601-00000-000-20200	48.10	Refund Check 013218-000, 213 12 Ave SE
	Casper Thomas		48.10	
0	CCS Cleaning & Restoration	101-43121-430-44010	626.03	Carpet Cleaning
0	CCS Cleaning & Restoration	603-49500-000-44010	9.27	Carpet Cleaning
0	CCS Cleaning & Restoration	601-49430-000-44010	65.15	Carpet Cleaning
0	CCS Cleaning & Restoration	602-49450-000-44010	65.15	Carpet Cleaning

Check Numb	Last Name	Acct 1	Amount	Description
CCS Cleaning & Restoration			765.60	
181691	Chadderdon Lumber	101-45200-450-42230	115.33	Lumber
181691	Chadderdon Lumber	101-45200-450-42230	40.99	Plywood
181691	Chadderdon Lumber	101-45200-450-42230	376.55	Lumber
Chadderdon Lumber			532.87	
0	Cintas Corporation	101-45122-450-44060	14.79	Laundry Service - Mops
0	Cintas Corporation	101-45200-450-44060	36.55	Laundry
0	Cintas Corporation	603-49500-000-44060	5.45	Uniform Cleaning Storm
0	Cintas Corporation	101-45200-450-44060	36.55	Laundry
0	Cintas Corporation	602-49480-000-44060	6.43	Floor Mats
0	Cintas Corporation	101-43126-430-44060	24.40	Shop Towels
0	Cintas Corporation	101-43121-430-44060	31.22	Uniform Cleaning Streets
0	Cintas Corporation	602-49480-000-44060	42.61	Uniform Laundry
0	Cintas Corporation	602-49450-000-44060	12.64	Uniform Cleaning Sewer
0	Cintas Corporation	601-49430-000-44060	28.56	Uniform Cleaning Water
0	Cintas Corporation	101-43126-430-44060	9.55	Uniform Cleaning Mechanics
0	Cintas Corporation	601-49430-000-44060	28.56	Uniform Cleaning Water
0	Cintas Corporation	101-43126-430-44060	24.40	Shop Towels
0	Cintas Corporation	101-43126-430-44060	9.55	Uniform Cleaning Mechanics
0	Cintas Corporation	101-45200-450-44060	36.55	Laundry
0	Cintas Corporation	603-49500-000-44060	5.45	Uniform Cleaning Storm
0	Cintas Corporation	602-49480-000-44060	42.61	Uniform Laundry
0	Cintas Corporation	602-49450-000-44060	12.64	Uniform Cleaning Sewer
0	Cintas Corporation	602-49480-000-44060	48.44	Lab Towels Floor Mats
0	Cintas Corporation	101-43121-430-44060	31.22	Uniform Cleaning Streets
Cintas Corporation			488.17	
181692	City of Faribault	873-49499-000-43850	2,999.40	Roberds Lake SIU Bill - September
181692	City of Faribault	873-49499-000-43090	594.00	Roberds Lake Billing Fee - September
181692	City of Faribault	225-49810-430-43820	19.41	005003-004 3401 Hwy 21 W
181692	City of Faribault	902-00000-000-23935	-8,722.64	Water/Sewer - September
181692	City of Faribault	602-49480-000-43820	2,925.62	005003-019 214 14 St NE
181692	City of Faribault	601-49430-000-43850	124.93	005003-032 812 8 Ave NW (New Water Plant)
181692	City of Faribault	211-46310-460-43860	8.75	005003-000 16 1 St SE
181692	City of Faribault	602-49480-000-43820	2,298.99	005003-023 214 14 St NE
181692	City of Faribault	602-49480-000-43820	14.61	005003-022 214 14 St NE
181692	City of Faribault	225-49810-430-43850	10.20	005003-005 Airport Terminal
181692	City of Faribault	101-45127-450-43820	30.80	005003-043 705 17 St SW

Check Numb	Last Name	Acct 1	Amount	Description
181692	City of Faribault	225-49810-430-43820	14.61	005003-005 Airport Terminal
181692	City of Faribault	211-46310-460-43820	30.70	005003-000 16 1 St SE
181692	City of Faribault	225-49810-430-43860	364.70	005003-004 3401 Hwy 21 W
181692	City of Faribault	101-45127-450-43860	48.39	005003-043 705 17 St SW
181692	City of Faribault	101-45127-450-43850	17.66	005003-043 705 17 St SW
181692	City of Faribault	602-49480-000-43860	300.56	005003-019 214 14 St NE
181692	City of Faribault	902-00000-000-23935	8,722.64	September Water Charges
181692	City of Faribault	225-49810-430-43850	15.94	005003-004 3401 Hwy 21 W
181692	City of Faribault	211-46310-460-43850	38.56	005003-000 16 1 St SE
181692	City of Faribault	101-45127-450-43820	2,458.21	005003-030 705 17 St SW-Irrigation
	City of Faribault		12,316.04	
181693	City of Northfield	101-45500-450-43096	2,025.76	Ancestry/Heritage Quest Subscription
	City of Northfield		2,025.76	
0	CivicPlus	101-41110-410-43090	10,326.95	Civic Clerk
0	CivicPlus	101-41110-410-43090	216.29	Closed Captioning - September
	CivicPlus		10,543.24	
0	Clean River Partners	603-49500-000-43090	10,604.05	SWPPP Education 3rd Quarter
	Clean River Partners		10,604.05	
181673	Colonial Life	101-00000-000-21711	80.00	PR Batch 00001.10.2024 Short Term Disability
	Colonial Life		80.00	
181694	Community Co-op Oil Assn	101-42700-420-44040	20.00	Tire Repair / #23
181694	Community Co-op Oil Assn	101-42210-420-44040	144.00	Valve Stems / Mount & Balance #2101
181694	Community Co-op Oil Assn	603-49500-000-42120	41.00	Non Oxy Fuel
181694	Community Co-op Oil Assn	101-43121-430-44040	162.00	Tire Repair - Street Unit 316
181694	Community Co-op Oil Assn	101-43121-430-42220	190.00	Tire - Street Unit 604
181694	Community Co-op Oil Assn	101-00000-000-15520	11,882.97	Diesel Fuel
181694	Community Co-op Oil Assn	101-00000-000-15520	9,962.49	Unleaded Fuel
181694	Community Co-op Oil Assn	602-49450-000-44045	141.90	Mount Front Tires Vector
181694	Community Co-op Oil Assn	602-49450-000-42220	1,527.54	Front Tires Vector
181694	Community Co-op Oil Assn	101-42220-420-42120	80.65	Fuel
	Community Co-op Oil Assn		24,152.55	

Check Numb	Last Name	Acct 1	Amount	Description
181695	Cottingham & Butler Inc	101-41800-410-43090	1,000.00	FLSA Review - Planning Positions
181695	Cottingham & Butler Inc	101-41800-410-43090	1,375.00	Classification Review - Planning Positions
	Cottingham & Butler Inc		2,375.00	
0	Craig Travis	601-49430-000-43140	62.00	Per Diem Payment
	Craig Travis		62.00	
0	Crane Creek Asphalt	478-43121-430-45310	116,511.83	2023-10 Pay Req 5
0	Crane Creek Asphalt	478-43121-430-45302	86,910.07	2024-02 Pay Req 5
0	Crane Creek Asphalt	101-43121-430-42240	808.02	Asphalt
	Crane Creek Asphalt		204,229.92	
181696	Creative Co-Op	101-45122-450-42110	192.00	Garbage Bags
	Creative Co-Op		192.00	
0	Culligan	101-42110-420-42230	193.45	Bottled Water
	Culligan		193.45	
0	Curbside Compost Co-op	240-46210-460-43131	40.00	Monthly Charges for Composting
	Curbside Compost Co-op		40.00	
0	Dakota Supply Group	601-49430-000-42110	1,063.97	Hydrant Extension
0	Dakota Supply Group	602-49480-000-42110	825.62	Carbon Filters
	Dakota Supply Group		1,889.59	
181697	Dalco	601-49430-000-42110	15.06	Soap - Disinfectant - Hydrogen Peroxide Wipes
181697	Dalco	602-49450-000-42110	15.06	Soap - Disinfectant - Hydrogen Peroxide Wipes
181697	Dalco	101-43121-430-42110	144.70	Soap - Disinfectant - Hydrogen Peroxide Wipes
181697	Dalco	603-49500-000-42110	2.14	Soap - Disinfectant - Hydrogen Peroxide Wipes
	Dalco		176.96	
181698	Data Center Systems Inc	602-49480-000-42210	64.00	Electrical Contacts
181698	Data Center Systems Inc	602-49480-000-42210	56.00	Electric Relay

Check Numb	Last Name	Acct 1	Amount	Description
	Data Center Systems Inc		120.00	
181699	Diamond Mowers LLC	101-43121-430-42210	286.81	Bearings
	Diamond Mowers LLC		286.81	
181700	Divine Mercy Catholic Church	101-00000-000-22000	28,331.43	Partial Escrow Release for Divine Mercy 135 Mercy Drive
	Divine Mercy Catholic Church		28,331.43	
0	E O Johnson Company Inc-Dallas	101-45110-450-44160	686.76	Copier Lease Payment
	E O Johnson Company Inc-Dallas		686.76	
0	Eckberg Lammers PC	101-41610-410-43045	13,425.00	Eckberg and Lammers Retainer
	Eckberg Lammers PC		13,425.00	
0	Electric Pump Inc	602-49450-000-44045	692.75	HWY 60 Liftstation Pump Repairs
	Electric Pump Inc		692.75	
0	Empower Retirement-HCSP	101-00000-000-21720	1,646.26	PR Batch 00001.10.2024 Health Care Savings Plan 357
0	Empower Retirement-HCSP	101-00000-000-21720	807.61	PR Batch 00001.10.2024 Health Care Savings Plan L70 1
0	Empower Retirement-HCSP	101-00000-000-21720	862.10	PR Batch 00001.10.2024 Health Care Savings Plan L70 2
0	Empower Retirement-HCSP	101-00000-000-21720	1,027.59	PR Batch 00001.10.2024 Health Care Savings Act Fire
	Empower Retirement-HCSP		4,343.56	
181701	Fareway Stores Inc #126	101-45110-450-42115	7.00	Creamer
	Fareway Stores Inc #126		7.00	
181702	Faribault Ace Hardware	101-41940-410-42110	3.41	Ammonia
181702	Faribault Ace Hardware	602-49480-000-42110	92.13	Cleaning Supplies
181702	Faribault Ace Hardware	101-45122-450-42110	12.57	Containers and Sponges
181702	Faribault Ace Hardware	101-45122-450-42110	47.97	Gloves - Manure - Glass Cleaner
181702	Faribault Ace Hardware	101-42124-420-42110	12.59	Garbage Bags / Evidence
181702	Faribault Ace Hardware	101-45200-450-42110	23.38	Pulleys
181702	Faribault Ace Hardware	101-45122-450-42110	3.12	Fasteners
181702	Faribault Ace Hardware	101-45200-450-42410	17.99	Pliers/Pinchers
181702	Faribault Ace Hardware	101-45126-450-42110	21.57	Batteries - Shop

Check Numb	Last Name	Acct 1	Amount	Description
181702	Faribault Ace Hardware	101-42220-420-42110	0.84	Fasteners
181702	Faribault Ace Hardware	101-42110-420-42110	5.39	Tablecloth Clamps
181702	Faribault Ace Hardware	602-49480-000-42110	18.40	Pipe Insulation
181702	Faribault Ace Hardware	101-45200-450-42110	0.24	Fasteners
181702	Faribault Ace Hardware	101-42123-420-42070	6.29	Staples - Firearms Training
181702	Faribault Ace Hardware	101-45200-450-42110	1.95	Fasteners
181702	Faribault Ace Hardware	603-49500-000-42130	54.98	Chainsaw Bar Oil
181702	Faribault Ace Hardware	101-45200-450-42110	19.99	Batteries/Meadows Play Equipment
181702	Faribault Ace Hardware	101-43126-430-42110	8.99	Battery - Shop
181702	Faribault Ace Hardware	601-49430-000-42410	214.24	Minor Tools
181702	Faribault Ace Hardware	101-41940-410-42110	23.36	Paint Trays - Paint Brush and Rollers
Faribault Ace Hardware			589.40	
181704	Faribault Area Chamber of Commerce	290-46500-462-43090	17,000.00	New Agreement with Chamber
181703	Faribault Area Chamber of Commerce	101-41110-410-44384	13,787.88	Lodging Tax - August
Faribault Area Chamber of Commerce			30,787.88	
0	Faribault Fleet Supply Inc	101-43121-430-42110	26.49	Bar and Chain Oil
0	Faribault Fleet Supply Inc	101-45200-450-42110	13.58	Mulch
0	Faribault Fleet Supply Inc	101-43170-430-42110	23.98	Tape
0	Faribault Fleet Supply Inc	101-45200-450-42110	49.96	Hardware
0	Faribault Fleet Supply Inc	101-45200-450-42110	19.18	Cable Ties/Bell Windscreen
0	Faribault Fleet Supply Inc	101-42110-420-42210	178.37	Safety Chains - Hitch Ball - Air Bags / #1 - Firerems Trailer
0	Faribault Fleet Supply Inc	101-45200-450-42110	35.95	Caulk/Cord
0	Faribault Fleet Supply Inc	101-43121-430-42110	8.69	Pruning Seal
0	Faribault Fleet Supply Inc	101-43121-430-42120	48.11	Propane
0	Faribault Fleet Supply Inc	101-45200-450-42110	19.48	Wipes/Expanding Foam
0	Faribault Fleet Supply Inc	601-49430-000-42110	30.99	Chain Loop
Faribault Fleet Supply Inc			454.78	
181705	Faribault Post Office	601-49430-000-43220	1,352.33	Utility Bills - October
181705	Faribault Post Office	603-49500-000-43220	1,352.32	Utility Bills - October
181705	Faribault Post Office	602-49480-000-43220	1,352.32	Utility Bills - October
Faribault Post Office			4,056.97	
0	Faribault Rental Equipment Inc	101-43121-430-43090	46.00	Hedge Trimmer Sharpening
Faribault Rental Equipment Inc			46.00	

Check Numb	Last Name	Acct 1	Amount	Description
0	Faribo Plumbing & Heating Inc	601-49430-000-44050	6,060.00	Curb Stop Repair List 130 9th Ave SW
0	Faribo Plumbing & Heating Inc	601-49430-000-44050	6,060.00	Curb Stop Repair 1014 1st St NW
	Faribo Plumbing & Heating Inc		12,120.00	
181706	Faribo Powder Coating LLC	101-42210-420-44040	480.00	Powder Coating Wheels New #2101
	Faribo Powder Coating LLC		480.00	
0	Fastenal Company	101-43170-430-42240	192.80	Street Sign Parts
	Fastenal Company		192.80	
0	Faul Kiri Ann	101-00000-000-10108	-1,000.00	Officer Wellness Visits PLEASE PAY WITH OFFICER WELLNESS FUNDS
0	Faul Kiri Ann	101-42220-420-43090	400.00	Firefighter Wellness (PSA Funds)
0	Faul Kiri Ann	101-00000-000-10108	-400.00	Firefighter Wellness (PSA Funds)
0	Faul Kiri Ann	101-00000-000-10100	1,000.00	Officer Wellness Visits PLEASE PAY WITH OFFICER WELLNESS FUNDS
0	Faul Kiri Ann	101-00000-000-10100	400.00	Firefighter Wellness (PSA Funds)
0	Faul Kiri Ann	101-42110-420-43090	1,000.00	Officer Wellness Visits PLEASE PAY WITH OFFICER WELLNESS FUNDS
	Faul Kiri Ann		1,400.00	
0	Fergus Power Pump Inc	602-49480-000-43090	207,495.15	Biosolids Application
	Fergus Power Pump Inc		207,495.15	
0	Fette Electronics Inc	101-45122-450-44010	150.00	Reset Access Controls After Network Failure
	Fette Electronics Inc		150.00	
0	Filan Kevin	101-45200-450-43090	6,772.50	Broadleaf Control
0	Filan Kevin	101-45200-450-43090	775.52	Broadleaf Spraying
	Filan Kevin		7,548.02	
181707	Froehle Herman	601-00000-000-20200	26.57	Refund Check 017336-000, 1320 South Trail Dr
	Froehle Herman		26.57	
0	Garlick Brothers LLC	101-42110-420-44160	40.00	Reverse Osmosis
	Garlick Brothers LLC		40.00	

Check Numb	Last Name	Acct 1	Amount	Description
181708	Geller Deb	601-00000-000-20200	9.03	Refund Check 017347-000, 1027 6 St NW
	Geller Deb		9.03	
0	Glende Michael	602-49450-000-43140	62.00	Per Diem Payment
	Glende Michael		62.00	
0	Godfather's Pizza	101-45500-450-43130	52.09	Pizza for Programming
	Godfather's Pizza		52.09	
0	Gopher State One Call	602-49450-000-43090	139.50	One Call Locate Tickets for September
0	Gopher State One Call	601-49430-000-43090	139.50	One Call Locate Tickets for September
0	Gopher State One Call	603-49500-000-43090	139.50	One Call Locate Tickets for September
	Gopher State One Call		418.50	
0	Grainger Inc	602-49480-000-42110	443.72	Hose Fittings
	Grainger Inc		443.72	
0	Gustafson Jay	101-45140-450-43090	987.50	Cub Football Interpreting
	Gustafson Jay		987.50	
0	Guth Electric, LLC	476-43121-430-45307	1,320.00	2022-07 Line Repairs
	Guth Electric, LLC		1,320.00	
0	Hagen Christensen & McIlwain Architects PA	404-45200-450-45200	4,697.49	Park CD's
	Hagen Christensen & McIlwain Architects PA		4,697.49	
0	Harry Brown's LLC	101-42123-420-44040	431.20	Car Washes
0	Harry Brown's LLC	101-42123-420-44040	324.00	Car Washes
	Harry Brown's LLC		755.20	
0	Hawkins Inc	601-49430-000-42160	3,612.48	Sodium Permanganate Sodium Silicate
	Hawkins Inc		3,612.48	

Check Numb	Last Name	Acct 1	Amount	Description
0	Healy Construction Company Inc	401-43121-430-44050	2,766.40	2024-01 Pay Req 3
	Healy Construction Company Inc		2,766.40	
0	Heiman Fire Equipment	101-43121-430-42210	58.83	Adapter - Street Unit 105
	Heiman Fire Equipment		58.83	
181709	Hill Piper Ann	101-45140-450-43090	1,560.00	Golf Lessons Instruction
	Hill Piper Ann		1,560.00	
181710	Hillyard Hutchinson	101-45110-450-42210	83.59	Vacuum Hose
	Hillyard Hutchinson		83.59	
181711	Hogan Coltan	240-46210-460-43130	208.29	Mileage Reimbursement for 2024 Preserve MN Conf
	Hogan Coltan		208.29	
181674	IAFF Local 665	101-00000-000-21708	810.00	PR Batch 00001.10.2024 IAFF Local 665
	IAFF Local 665		810.00	
0	ICON LLC	602-49450-000-45300	34,363.40	2023-08 Pay Req 7
0	ICON LLC	476-43121-430-45307	265,823.00	2022-07 Pay Req 4
	ICON LLC		300,186.40	
0	Innovative Office Solutions LLC	101-45500-450-42010	8.10	Batteries
0	Innovative Office Solutions LLC	101-42123-420-42010	43.26	Expand Files/Clipboard
0	Innovative Office Solutions LLC	101-42400-420-42010	84.20	Notebooks/Pens/Paper/Tape Measure
0	Innovative Office Solutions LLC	101-45500-450-42020	83.65	Receipt Tape
	Innovative Office Solutions LLC		219.21	
0	Insty-Prints	101-42123-420-42030	223.50	Business Cards - D Ikonitski-Y Noor-A Schloo
	Insty-Prints		223.50	
0	Internal Revenue Service	101-00000-000-21703	17,250.90	PR Batch 00001.10.2024 FICA Employer
0	Internal Revenue Service	101-00000-000-21701	38,737.22	PR Batch 00001.10.2024 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21704	6,303.79	PR Batch 00001.10.2024 Medicare Employer

Check Numb	Last Name	Acct 1	Amount	Description
0	Internal Revenue Service	101-00000-000-21703	17,250.90	PR Batch 00001.10.2024 FICA Employee
0	Internal Revenue Service	101-00000-000-21704	6,303.79	PR Batch 00001.10.2024 Medicare Employee
	Internal Revenue Service		85,846.60	
181675	IUOE Local 70	101-00000-000-21708	2,013.50	PR Batch 00001.10.2024 Local 70 Union Dues
	IUOE Local 70		2,013.50	
0	James Delane	101-45500-450-43310	36.00	MLA Conference Per Diem
	James Delane		36.00	
181712	Jensen Dwight D	101-45200-450-42250	6,975.00	Tree Plantings
	Jensen Dwight D		6,975.00	
181713	Johnson Cole	101-00000-000-22000	11,041.25	Escrow Release for Grant Street Commons 1746 Grant Street
	Johnson Cole		11,041.25	
181714	Kanopy Inc	101-45500-450-43096	250.00	Kanopy Kids Streaming
	Kanopy Inc		250.00	
181715	Kelly Auto Parts	602-49450-000-42210	7.23	Taillight Assembly
181715	Kelly Auto Parts	603-49500-000-42210	1.04	Taillight Assembly
181715	Kelly Auto Parts	601-49430-000-42210	7.23	Taillight Assembly
181715	Kelly Auto Parts	101-43121-430-42210	69.50	Taillight Assembly
	Kelly Auto Parts		85.00	
0	Kennedy & Graven, Chartered	101-00000-000-22000	744.00	FA105-00520 Stoneridge Fourth Addition
0	Kennedy & Graven, Chartered	101-00000-000-22000	54.60	FA105-00495 Hometown Credit Union Lot Combination Matter
0	Kennedy & Graven, Chartered	101-41610-410-43040	327.60	FA105-00505 Property Re-Use
0	Kennedy & Graven, Chartered	601-49430-000-43040	44.60	FA105-00430 Well House #5 Claim
0	Kennedy & Graven, Chartered	101-00000-000-22000	491.40	FA105-00297 Jennie-O
0	Kennedy & Graven, Chartered	101-00000-000-22000	218.40	FA105-00457 TIF Matters for Aleph Development Project at Willow
0	Kennedy & Graven, Chartered	101-41610-410-43040	75.80	FA105-00070 Park and Rec. Dept
0	Kennedy & Graven, Chartered	101-00000-000-22200	1,373.40	FA105-00526 RSA Properties LLC Subdivision No. 2
0	Kennedy & Graven, Chartered	101-41610-410-43040	2,220.90	FA105-00488 County Housing Site
0	Kennedy & Graven, Chartered	290-46500-462-43040	136.50	FA105-00469 Downtown Investment Group Matter
0	Kennedy & Graven, Chartered	101-41610-410-43040	94.75	FA105-00027 Code Enforcement Issues - General

Check Numb	Last Name	Acct 1	Amount	Description
0	Kennedy & Graven, Chartered	101-42400-420-43130	356.80	FA105-00258 Hazardous Property: 1215 East Division Street
0	Kennedy & Graven, Chartered	101-41610-410-43040	56.85	FA105-00012 General Licensing Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	379.00	FA105-00510 2024 City Council Meetings
0	Kennedy & Graven, Chartered	101-41610-410-43040	151.60	FA105-00028 General Planning Matters
0	Kennedy & Graven, Chartered	290-46500-462-43040	54.60	FA105-00490 Project Buckeye
0	Kennedy & Graven, Chartered	101-41610-410-43040	200.70	FA105-00528 Rental Property located at 25 3rd Street NW - Sylvia
0	Kennedy & Graven, Chartered	101-41610-410-43040	94.75	FA105-00405 Charter Franchise
0	Kennedy & Graven, Chartered	101-00000-000-22000	334.50	FA105-00514 Kleeberger Matter
0	Kennedy & Graven, Chartered	101-41610-410-43040	75.80	FA105-00063 Police Department Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	121.50	FA105-00461 Divine Mercy Project
0	Kennedy & Graven, Chartered	290-46500-462-43040	111.45	Kennedy Graven Legal Bills for EDA
0	Kennedy & Graven, Chartered	101-00000-000-22000	772.80	FA105-00525 Stoeckel Minor Subdivision
0	Kennedy & Graven, Chartered	601-49430-000-43040	66.90	FA105-00498 PFAS Matter
0	Kennedy & Graven, Chartered	437-41940-410-43040	26.40	FA105-00501 Sale of City Light Industrial Site to the Yetzers
0	Kennedy & Graven, Chartered	101-41610-410-43040	267.60	FA105-00009 Telecommunication Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	18.95	FA105-00011 Public Works Department
0	Kennedy & Graven, Chartered	101-41610-410-43040	37.90	FA105-00511 2024 Planning Commission Meetings
0	Kennedy & Graven, Chartered	101-41610-410-43040	2,122.40	FA105-00005 General Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	27.30	FA105-00445 TIF Matters for Farmer Seed & Nursery Redevelopment
0	Kennedy & Graven, Chartered	101-41610-410-43040	18.95	FA105-00508 Heritage Preservation Commission
0	Kennedy & Graven, Chartered	101-41610-410-43040	66.90	FA105-00183 General Labor Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	958.90	FA105-00527 Confined Space Incident
0	Kennedy & Graven, Chartered	101-00000-000-22000	491.40	FA105-00459 Senior/Memory Care Housing Project - Redline
0	Kennedy & Graven, Chartered	101-41610-410-43040	121.50	FA105-00509 505 Central Avenue
0	Kennedy & Graven, Chartered	101-41610-410-43040	780.50	FA105-00010 General Employment Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	362.70	FA105-00509 505 Central Avenue
0	Kennedy & Graven, Chartered	101-00000-000-22000	109.20	FA105-00519 1620 17th Street NW
0	Kennedy & Graven, Chartered	101-00000-000-22000	249.40	FA105-00525 Stoeckel Minor Subdivision
0	Kennedy & Graven, Chartered	290-46500-462-43040	197.85	EDA General Legal Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	113.70	FA105-00511 2024 Planning Commission Meetings
0	Kennedy & Graven, Chartered	101-41610-410-43040	83.25	FA105-00507 Community Action Center
0	Kennedy & Graven, Chartered	101-41610-410-43040	56.85	FA105-00027 Code Enforcement Issues - General
0	Kennedy & Graven, Chartered	601-49430-000-43040	66.90	FA105-00498 PFAS Matter
0	Kennedy & Graven, Chartered	290-46500-462-43040	2,261.99	FA105-00490 Project Buckeye
0	Kennedy & Graven, Chartered	101-00000-000-22000	356.80	FA105-00523 3015 Cardinal Apartments and Days Inn
0	Kennedy & Graven, Chartered	101-41610-410-43040	397.95	FA105-00012 General Licensing Matters
0	Kennedy & Graven, Chartered	266-46500-462-43070	273.00	FA105-00044 TIF Matters
0	Kennedy & Graven, Chartered	290-46500-462-43040	27.30	FA105-00469 Downtown Investment Group Matter
0	Kennedy & Graven, Chartered	101-41610-410-43040	1,516.40	FA105-00183 General Labor Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	1,378.80	FA105-00520 Stoneridge Fourth Addition
0	Kennedy & Graven, Chartered	101-00000-000-22000	269.40	FA105-00461 Divine Mercy Project
0	Kennedy & Graven, Chartered	101-41610-410-43040	89.20	FA105-00500 Rasmussen vs. City
0	Kennedy & Graven, Chartered	270-46500-462-43070	27.30	FA105-00377 Hamilton Apartment Project

Check Numb	Last Name	Acct 1	Amount	Description
0	Kennedy & Graven, Chartered	101-42400-420-43130	44.60	FA105-00258 Hazardous Building: 1215 East Division Street
0	Kennedy & Graven, Chartered	101-41610-410-43040	1,345.45	FA105-00510 2024 City Council Meetings
0	Kennedy & Graven, Chartered	280-46310-461-43040	250.30	HRA General Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	663.25	FA105-00005 General Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	218.40	FA105-00445 TIF Matters for Farmer Seed & Nursery Redevelopment
0	Kennedy & Graven, Chartered	101-41610-410-43040	917.40	FA105-00488 County Housing Site
0	Kennedy & Graven, Chartered	101-00000-000-22000	54.60	FA105-00453 C&S Vending Matter
0	Kennedy & Graven, Chartered	101-00000-000-22000	163.80	FA105-00459 Senior/Memory Care Housing Project - Redline
0	Kennedy & Graven, Chartered	101-41610-410-43040	178.40	FA105-00518 2024 Xcel Energy Franchise Renewal
0	Kennedy & Graven, Chartered	101-41610-410-43040	89.20	FA105-00522 Sale of 3.88 Acre Parcel
0	Kennedy & Graven, Chartered	101-00000-000-22000	309.00	FA105-00495 Hometown Credit Union Lot Combination Matter
0	Kennedy & Graven, Chartered	101-41610-410-43040	156.10	FA105-00197 Charter Commission
0	Kennedy & Graven, Chartered	101-41610-410-43040	18.95	FA105-00508 Heritage Preservation Commission
0	Kennedy & Graven, Chartered	101-41610-410-43040	178.40	FA105-00010 General Employment Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	56.85	FA105-00028 General Planning Matters
	Kennedy & Graven, Chartered		25,980.59	
181716	Kenyon Veterinary Clinic PA	101-42700-420-43090	446.57	Care of Stray
	Kenyon Veterinary Clinic PA		446.57	
0	Kielmeyer Construction Inc	601-49430-000-45200	2,279.07	Class 5 Rock for Cold Storage Building Construction
0	Kielmeyer Construction Inc	101-43121-430-42240	613.39	Class 5 Rock
	Kielmeyer Construction Inc		2,892.46	
181717	Kleeberger Donald	601-00000-000-20200	86.36	Refund Check 007445-010, 223 2 St NW
	Kleeberger Donald		86.36	
0	Kline Distributing LLC	101-45140-450-42110	43.62	Special Event Popcorn
	Kline Distributing LLC		43.62	
181718	KnowBe4 Inc.	101-41580-410-43095	8,943.00	Knowbe4 Subscription
	KnowBe4 Inc.		8,943.00	
0	Lano Equipment Inc	101-45200-450-42210	97.60	Bobcat Glass
	Lano Equipment Inc		97.60	

Check Numb	Last Name	Acct 1	Amount	Description
181676	Law Enforcement Labor Services Inc	101-00000-000-21708	1,551.00	PR Batch 00001.10.2024 LELS 357 Union Dues
	Law Enforcement Labor Services Inc		1,551.00	
0	Lerner Publishing Group	101-45500-450-42190	29.99	Books
	Lerner Publishing Group		29.99	
181680	Likens Angela	601-00000-000-20200	68.17	Refund Check 025746-000, 530 6 St NW
	Likens Angela		68.17	
0	Locators and Supplies Inc	101-43121-430-42170	56.85	Safety Vests
0	Locators and Supplies Inc	101-43170-430-42110	64.88	Marking Paint
	Locators and Supplies Inc		121.73	
181719	Loffler Companies Inc	101-42210-420-44160	9.09	Copy Machine Charges
181719	Loffler Companies Inc	101-42124-420-44160	130.41	Black and White and Color Copies
181719	Loffler Companies Inc	240-46210-460-44160	54.93	Copier Contract Charges
181719	Loffler Companies Inc	101-41910-410-44160	54.93	Copier Contract Charges
181719	Loffler Companies Inc	601-49430-000-44160	44.56	September Copier Overages
181719	Loffler Companies Inc	101-41940-410-44160	189.92	Copier Lease
181719	Loffler Companies Inc	101-42400-420-44160	44.09	Copier Charges 9/1/24-9/30/24
	Loffler Companies Inc		527.93	
181720	Lube-Tech & Partners LLC	101-43121-430-42130	1,295.40	Bulk Oil
181720	Lube-Tech & Partners LLC	602-49450-000-42130	-12.00	Bulk Oil Pickup
181720	Lube-Tech & Partners LLC	101-42123-420-42210	6.50	Used Oil Filter Pickup
181720	Lube-Tech & Partners LLC	602-49450-000-42130	485.78	Bulk Oil
181720	Lube-Tech & Partners LLC	101-43121-430-42210	26.00	Used Oil Filter Pickup
181720	Lube-Tech & Partners LLC	101-42123-420-42130	323.85	Bulk Oil
181720	Lube-Tech & Partners LLC	101-45200-450-42130	-16.00	Bulk Oil Pickup
181720	Lube-Tech & Partners LLC	101-43121-430-42130	-32.00	Bulk Oil Pickup
181720	Lube-Tech & Partners LLC	101-45200-450-42130	647.70	Bulk Oil
181720	Lube-Tech & Partners LLC	601-49430-000-42130	485.78	Bulk Oil
181720	Lube-Tech & Partners LLC	601-49430-000-42130	-12.00	Bulk Oil Pickup
181720	Lube-Tech & Partners LLC	602-49450-000-42210	9.75	Used Oil Filter Pickup
181720	Lube-Tech & Partners LLC	601-49430-000-42210	9.75	Used Oil Filter Pickup
181720	Lube-Tech & Partners LLC	101-42123-420-42130	-8.00	Bulk Oil Pickup
181720	Lube-Tech & Partners LLC	101-45200-450-42210	13.00	Used Oil Filter Pickup

Check Numb	Last Name	Acct 1	Amount	Description
	Lube-Tech & Partners LLC		3,223.51	
0	MacQueen Equipment LLC	602-49450-000-42210	40.56	Indicator Light
0	MacQueen Equipment LLC	602-49450-000-42210	112.45	Couplers
0	MacQueen Equipment LLC	602-49450-000-42210	704.24	Swivel
	MacQueen Equipment LLC		857.25	
181721	Martin A Windows LLC	101-43121-430-43090	3,262.50	Landscape Maintenance
181721	Martin A Windows LLC	101-45200-450-43090	3,262.50	Landscaping Maintenance
	Martin A Windows LLC		6,525.00	
0	Martin Marietta Materials Inc	602-49450-000-44050	1,777.26	Asphalt Wear 7th St Liftstation
	Martin Marietta Materials Inc		1,777.26	
0	Martin-McAllister Consulting Psychologists Inc	101-42123-420-43090	1,250.00	Public Safety Assessment / M Mohamed - N Smith
	Martin-McAllister Consulting Psychologists Inc		1,250.00	
0	McColley Allyn	101-45500-450-43310	36.00	MLA Conference Per Diem
	McColley Allyn		36.00	
0	Metronet Holdings LLC	101-43126-430-43250	115.48	Hosted Phone System
0	Metronet Holdings LLC	101-42700-420-43250	65.83	Hosted Phone System
0	Metronet Holdings LLC	101-45125-450-43250	554.78	Hosted Phone System
0	Metronet Holdings LLC	101-45110-450-43250	452.23	Hosted Phone System
0	Metronet Holdings LLC	101-41940-410-43250	625.53	Hosted Phone System
0	Metronet Holdings LLC	101-42124-420-43250	141.25	Hosted Phone System
0	Metronet Holdings LLC	101-41510-410-43250	120.02	Hosted Phone System
0	Metronet Holdings LLC	101-45500-450-43250	603.38	Hosted Phone System
0	Metronet Holdings LLC	225-49810-430-43250	206.51	Hosted Phone System
0	Metronet Holdings LLC	101-45126-450-43250	251.95	Hosted Phone System
0	Metronet Holdings LLC	101-42121-420-43250	161.26	Hosted Phone System
0	Metronet Holdings LLC	101-42400-420-43250	60.01	Hosted Phone System
0	Metronet Holdings LLC	902-00000-000-23935	-8,258.33	Hosted Phone System
0	Metronet Holdings LLC	601-49430-000-43250	411.92	Hosted Phone System
0	Metronet Holdings LLC	240-46210-460-43250	343.11	Hosted Phone System-Robinwood
0	Metronet Holdings LLC	101-42110-420-43250	882.62	Hosted Phone System
0	Metronet Holdings LLC	101-42123-420-43250	643.97	Hosted Phone System

Check Numb	Last Name	Acct 1	Amount	Description
0	Metronet Holdings LLC	902-00000-000-23935	8,258.33	September 2024 Charges
0	Metronet Holdings LLC	101-41800-410-43250	69.45	Hosted Phone System
0	Metronet Holdings LLC	602-49480-000-43250	355.38	Hosted Phone System
0	Metronet Holdings LLC	101-43190-430-43250	214.42	Hosted Phone System
0	Metronet Holdings LLC	101-41320-410-43250	40.00	Hosted Phone System
0	Metronet Holdings LLC	602-49450-000-43250	49.44	Hosted Phone System
0	Metronet Holdings LLC	101-43110-430-43250	295.97	Hosted Phone System
0	Metronet Holdings LLC	101-42210-420-43250	288.95	Hosted Phone System
0	Metronet Holdings LLC	101-41110-410-43250	20.00	Hosted Phone System
0	Metronet Holdings LLC	101-45200-450-43250	60.01	Hosted Phone System
0	Metronet Holdings LLC	240-46210-460-43250	188.33	Hosted Phone System
0	Metronet Holdings LLC	603-49500-000-43250	20.00	Hosted Phone System
0	Metronet Holdings LLC	101-41580-410-43250	818.75	Hosted Phone System
0	Metronet Holdings LLC	101-43121-430-43250	157.78	Hosted Phone System
0	Metronet Holdings LLC	101-41910-410-43250	40.00	Hosted Phone System
	Metronet Holdings LLC		8,258.33	
0	Midwest Tape LLC	101-45500-450-42192	120.97	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	121.97	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	52.47	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42190	11.99	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42190	44.99	Audio/Visual
	Midwest Tape LLC		352.39	
181722	Midwest Testing LLC	602-49480-000-43090	1,150.00	Flow Meter Testing
	Midwest Testing LLC		1,150.00	
181723	Midwest Tree LLC	101-45200-450-43090	3,000.00	Tree Removals
181723	Midwest Tree LLC	101-45200-450-43090	2,500.00	Tree Removal
	Midwest Tree LLC		5,500.00	
181724	Minnesota Ag Power Inc	101-43121-430-42210	196.31	Shifter Handle
	Minnesota Ag Power Inc		196.31	
0	Minnesota Child Support Payment Center	101-00000-000-21716	1,297.81	PR Batch 00001.10.2024 Child Support
	Minnesota Child Support Payment Center		1,297.81	

Check Numb	Last Name	Acct 1	Amount	Description
181725	Minnesota Department of Labor & Industry	101-00000-420-36260	-80.28	July Surcharges Retained
181725	Minnesota Department of Labor & Industry	101-00000-420-36260	4,014.23	July Surcharges
181725	Minnesota Department of Labor & Industry	101-00000-000-20820	2,049.12	May Surcharges
181725	Minnesota Department of Labor & Industry	101-00000-420-36260	-33.17	June Surcharges Retained
181725	Minnesota Department of Labor & Industry	101-00000-000-20820	1,658.66	June Surcharges
181725	Minnesota Department of Labor & Industry	101-00000-420-36260	-40.98	May Surcharges Retained
	Minnesota Department of Labor & Industry		7,567.58	
0	Minnesota Department of Revenue	101-00000-000-21702	18,163.22	PR Batch 00001.10.2024 State Income Tax
	Minnesota Department of Revenue		18,163.22	
181726	Minnesota Department of Transportation	478-43121-430-45310	98.95	Materials Testing & Inspections
	Minnesota Department of Transportation		98.95	
181677	Minnesota Public Employees Association	101-00000-000-21708	124.00	PR Batch 00001.10.2024 Police Support Services
	Minnesota Public Employees Association		124.00	
181678	Minnesota Teamsters Local 320	101-00000-000-21708	733.20	PR Batch 00001.10.2024 Teamsters 320 Union Dues
	Minnesota Teamsters Local 320		733.20	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	234.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	484.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	525.60	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	234.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	234.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	234.00	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		1,945.60	
181727	MN BCA Criminal Justice Training & Education Unit	101-42110-420-44330	600.00	CJDN Access Fee
	MN BCA Criminal Justice Training & Education Unit		600.00	
0	Money Movers Inc	101-45110-450-43090	10.25	Monthly Insurance Reimbursement Fee
	Money Movers Inc		10.25	
0	Motor Parts & Equipment Corp	101-42220-420-42210	25.93	Grease / Lube #2117

Check Numb	Last Name	Acct 1	Amount	Description
0	Motor Parts & Equipment Corp	101-42220-420-42210	3.70	Hose Clamps #2110
0	Motor Parts & Equipment Corp	101-42121-420-42210	210.90	Air Helper Spring Kit / #1
0	Motor Parts & Equipment Corp	101-43121-430-42210	22.32	Wheel Bearing Grease - Street Unit 604
	Motor Parts & Equipment Corp		262.85	
0	NCL of Wisconsin Inc	602-49480-000-42160	513.37	Lab Supplies
	NCL of Wisconsin Inc		513.37	
0	Northern Safety Technology Inc	603-49500-000-45500	953.36	Light Bar Equipment
0	Northern Safety Technology Inc	431-43190-430-45400	1,055.86	Light Bar Equipment
	Northern Safety Technology Inc		2,009.22	
181728	Northland Securities, Inc	601-49430-000-43090	1,590.00	Utility and Debt Planning Model
181728	Northland Securities, Inc	603-49500-000-43090	795.00	Utility and Debt Planning Model
181728	Northland Securities, Inc	602-49450-000-43090	1,590.00	Utility and Debt Planning Model
	Northland Securities, Inc		3,975.00	
0	Olson Jack	101-45200-450-42250	6,000.00	Trees
	Olson Jack		6,000.00	
181729	O'Malley Tammy	601-00000-000-20200	63.81	Refund Check 015051-002, 1129 Shumway Ct
	O'Malley Tammy		63.81	
0	Orchard Trust Company	101-00000-000-21706	2,533.00	PR Batch 00001.10.2024 Roth Deferred Compensation
0	Orchard Trust Company	101-00000-000-21706	9,025.00	PR Batch 00001.10.2024 MN Deferred Comp
	Orchard Trust Company		11,558.00	
0	Paape Companies Inc	101-45500-450-44010	1,217.94	New Compressors Plus Installation and One Contactor
	Paape Companies Inc		1,217.94	
0	Pantheon Computer Systems Inc	601-49430-000-43095	583.33	Windows Upgrade for GIS
0	Pantheon Computer Systems Inc	602-49450-000-43095	583.33	Windows Upgrade for GIS
0	Pantheon Computer Systems Inc	603-49500-000-43095	583.34	Windows Upgrade for GIS

Check Numb	Last Name	Acct 1	Amount	Description
	Pantheon Computer Systems Inc		1,750.00	
0	Prairie Creek Fence LLC	101-45200-450-44050	2,971.74	Fence Install
	Prairie Creek Fence LLC		2,971.74	
0	Public Employees Retirement Association	101-00000-000-21705	19,633.66	PR Batch 00001.10.2024 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	29,450.50	PR Batch 00001.10.2024 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	20,599.95	PR Batch 00001.10.2024 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	17,853.29	PR Batch 00001.10.2024 PERA Coordinated
	Public Employees Retirement Association		87,537.40	
0	PVS Technologies Inc	602-49480-000-42160	10,498.13	Ferric Phos. Removal
	PVS Technologies Inc		10,498.13	
0	Quality Aviation Inc	225-49810-430-43090	1,416.67	Airport Management Agreement
0	Quality Aviation Inc	225-49810-430-43090	2,083.33	Airport Maintenance Agreement
	Quality Aviation Inc		3,500.00	
181730	Quality Forklift Sales and Service Inc	101-43121-430-42210	15.99	Water Tank Cap
	Quality Forklift Sales and Service Inc		15.99	
0	R C Bliss Inc	101-42220-420-42210	119.88	Mudflap Kit #2101
0	R C Bliss Inc	431-43190-430-45400	43,267.96	2024 Ford F150
0	R C Bliss Inc	603-49500-000-45500	42,013.25	2024 Ford F150
0	R C Bliss Inc	101-42220-420-42210	7.33	Grease Cap #2101
0	R C Bliss Inc	431-43190-430-45400	119.88	Mud Flaps
0	R C Bliss Inc	603-49500-000-45500	119.88	Mud Flaps
	R C Bliss Inc		85,648.18	
0	Rent 'N' Save Portable Services	101-45200-450-44160	911.60	Portable Restroom Rentals
	Rent 'N' Save Portable Services		911.60	
181731	Rice County	873-49499-000-44371	7,788.51	Roberds Lake Sewer Collected - September

Check Numb	Last Name	Acct 1	Amount	Description
	Rice County		7,788.51	
181732	Rice County Habitat for Humanity	280-46310-461-43130	30,000.00	HRA - 6 New Homes Assistance with Permit Fees
	Rice County Habitat for Humanity		30,000.00	
0	Rice County Recorder	101-41910-410-43520	46.00	Johnson Reiland Ordinance 2024 19 Shattuck
	Rice County Recorder		46.00	
181733	River Bend Nature Center	101-41110-410-44383	30,500.00	River Bend Nature Center Capital Improvements
	River Bend Nature Center		30,500.00	
0	Rochester Service Company	477-43121-430-45305	148,062.72	2024-05 Pay Req 1
	Rochester Service Company		148,062.72	
181734	Rockmount Research & Alloys Inc	101-43126-430-42110	165.50	Grinding Shields - Shop
	Rockmount Research & Alloys Inc		165.50	
0	Sanity Solutions Inc	101-41580-410-43095	139.80	Backup Subscription
0	Sanity Solutions Inc	101-41580-410-43095	69.90	Backup Subscription
0	Sanity Solutions Inc	101-41580-410-43095	139.80	Cloud Backup Subscription
	Sanity Solutions Inc		349.50	
0	Schatz Stuart	101-43190-430-43150	3,301.42	2024 Spring Tuition - S Schatz
	Schatz Stuart		3,301.42	
0	Schilling Supply Company	101-45200-450-42110	1,405.51	Toilet Tissue
	Schilling Supply Company		1,405.51	
181735	Schultz Martha	101-00000-450-34700	32.00	Refund - Account Credit
	Schultz Martha		32.00	
181736	Sheridan Jon	601-00000-000-20200	91.04	Refund Check 018318-000, 931 7 Ave SW

Check Numb	Last Name	Acct 1	Amount	Description
	Sheridan Jon		91.04	
0	SHI International Corp	101-45122-450-43095	98.27	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-41910-410-43095	98.27	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-41320-410-43095	196.54	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-42400-420-43095	294.81	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-43190-430-43095	393.08	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-41510-410-43095	589.62	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-41800-410-43095	196.54	Acrobat Pro DC License For Eprise
0	SHI International Corp	602-49450-000-43095	98.27	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-45500-450-43095	196.54	Acrobat Pro DC License For Eprise
0	SHI International Corp	902-00000-000-23935	7,081.23	October 2024-October 2025 Adobe
0	SHI International Corp	101-42121-420-43095	98.27	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-42110-420-43095	1,870.99	Acrobat Pro DC License For Eprise
0	SHI International Corp	602-49480-000-43095	98.27	Acrobat Pro DC License For Eprise
0	SHI International Corp	902-00000-000-23935	-7,081.23	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-42210-420-43095	98.27	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-42124-420-43095	489.42	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-45110-450-43095	1,082.90	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-41580-410-43095	196.54	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-41350-410-43095	886.36	Acrobat Pro DC License For Eprise
0	SHI International Corp	601-49430-000-43095	98.27	Acrobat Pro DC License For Eprise
0	SHI International Corp	101-42400-420-43095	8.09	Adobe License
	SHI International Corp		7,089.32	
181737	Sioux Sales Company	101-42110-420-42410	2,451.83	Holsters (25) PLEASE PAY FROM THE PUBLIC SAFETY AID FUNDS
181737	Sioux Sales Company	101-00000-000-10100	2,451.83	Holsters (25) PLEASE PAY FROM THE PUBLIC SAFETY AID FUNDS
181737	Sioux Sales Company	101-00000-000-10113	-2,451.83	Holsters (25) PLEASE PAY FROM THE PUBLIC SAFETY AID FUNDS
	Sioux Sales Company		2,451.83	
181738	Smith Donna or Richard	601-00000-000-20200	35.89	Refund Check 016356-003, 2124 Baker Trl
	Smith Donna or Richard		35.89	
0	Sophos Payment Resources	101-41580-410-43095	960.00	Sophos Subscription - Invoice #17221912
	Sophos Payment Resources		960.00	
181739	Star Sports & Apparel LLC	101-42210-420-42110	8.00	Engraved Name Plaque
181739	Star Sports & Apparel LLC	101-41580-410-42180	90.00	Work Clothes

Check Numb	Last Name	Acct 1	Amount	Description
	Star Sports & Apparel LLC		98.00	
181740	Stevens Robert	601-00000-000-20200	29.67	Refund Check 019700-000, 1015 8 St SW
	Stevens Robert		29.67	
181741	T Nelson Properties	601-00000-000-20200	53.90	Refund Check 017470-001, 326 Central Ave Apt A & B
	T Nelson Properties		53.90	
0	Texon II Inc	101-45122-450-42110	746.06	Gym Wipes
	Texon II Inc		746.06	
181742	The UPS Store	601-49430-000-43250	12.67	Water Samples Shipped
	The UPS Store		12.67	
181743	Thomson Reuters - West	101-42121-420-43090	560.01	Clear Database
	Thomson Reuters - West		560.01	
0	Timm's Trucking Inc	101-45200-450-44050	828.86	Black Dirt/Teepee Tonka
0	Timm's Trucking Inc	101-45200-450-44050	8,886.84	Black Dirt/Teepee
	Timm's Trucking Inc		9,715.70	
181744	TK Elevator Corp	101-42110-420-44010	1,465.64	Elevator Inspection
	TK Elevator Corp		1,465.64	
181745	T-Mobile	101-45500-450-43096	120.83	Hotspots
	T-Mobile		120.83	
181746	Tom's Lock & Key, LLC	101-45200-450-44010	302.08	Lock Repairs/Replacements
	Tom's Lock & Key, LLC		302.08	
0	Towmaster	101-43121-430-42210	423.76	Ball Mount and Coupler Unit 604

Check Numb	Last Name	Acct 1	Amount	Description
	Towmaster		423.76	
181747	Triangle Automotive Machine Inc	101-42220-420-42210	3,480.00	DOC/DPF Filters #2110
	Triangle Automotive Machine Inc		3,480.00	
181748	Turek Eugene	601-00000-000-20200	100.00	Refund Check 006111-000, 808 10 St SW
	Turek Eugene		100.00	
0	Tyler Technologies Inc	431-41510-410-44050	1,304.00	Tyler SAAS Fees
0	Tyler Technologies Inc	431-41510-410-44050	2,965.00	Touchscreen 7: Biometric & Prox Reader/Maintenance
0	Tyler Technologies Inc	431-41510-410-44050	3,912.00	Remote Implementation
	Tyler Technologies Inc		8,181.00	
181749	Valek Jeffrey	101-42220-420-43090	175.00	Steel Wheel Blasting
	Valek Jeffrey		175.00	
0	Valley Asphalt Products, Inc	101-43121-430-42240	2,912.00	Winter Mix
	Valley Asphalt Products, Inc		2,912.00	
181750	Verified Credentials Inc	101-42123-420-43090	58.00	Background Screening / N Matheson - N Smith
	Verified Credentials Inc		58.00	
181751	Verizon Wireless	902-00000-000-23935	979.16	September 2024
181751	Verizon Wireless	902-00000-000-23935	-979.16	Data Charges - August
181751	Verizon Wireless	101-42121-420-43210	40.01	Drone Jetpack
181751	Verizon Wireless	101-41350-410-43210	40.01	Jetpack Brad
181751	Verizon Wireless	602-49480-000-43210	68.50	WWTP Phones
181751	Verizon Wireless	101-43190-430-43210	40.01	Data Engineering Survey Device
181751	Verizon Wireless	101-42123-420-43210	676.80	Data Air Cards - MDC
181751	Verizon Wireless	601-49430-000-43210	113.83	Data Air Cards- Water
	Verizon Wireless		979.16	
181752	Visu-Sewer Inc	602-49450-000-45300	10,756.25	Sanitary Manhole Rehab

Check Numb	Last Name	Acct 1	Amount	Description
	Visu-Sewer Inc		10,756.25	
181753	Wal-Mart	101-45500-450-42010	62.21	Kleenex/Paper Towels/Swiffer/ Distilled Water/Lysol Wipes/ Small
181753	Wal-Mart	101-45500-450-43130	10.54	Popcorn for Take-n-Makes
	Wal-Mart		72.75	
181754	Waste Management of WI-MN	101-45200-450-43840	994.50	North Alexander Park 1810 2nd Ave NW
181754	Waste Management of WI-MN	601-49430-000-43840	102.72	PW Facility 1200 Belview Trl
181754	Waste Management of WI-MN	902-00000-000-23935	5,878.77	September 2024 Charges
181754	Waste Management of WI-MN	101-42110-420-43840	129.66	Police 25 4th St NW
181754	Waste Management of WI-MN	101-45200-450-43840	109.69	TeePee Tonka 10 3rd St NE
181754	Waste Management of WI-MN	101-45200-450-43840	47.09	Parking Lot Behind Post Office 26 3rd St NE
181754	Waste Management of WI-MN	603-49500-000-43840	14.61	PW Facility 1200 Belview Trl
181754	Waste Management of WI-MN	101-41940-410-43840	132.69	City Hall 208 1st Ave NW
181754	Waste Management of WI-MN	225-49810-430-43840	135.41	Aiport 3401 Hwy 21 W
181754	Waste Management of WI-MN	101-45126-450-43840	56.64	Washington Rec Center 117 Shumway
181754	Waste Management of WI-MN	602-49450-000-43840	102.72	PW Facility 1200 Belview Trl
181754	Waste Management of WI-MN	101-43121-430-43840	986.96	PW Facility 1200 Belview Trl
181754	Waste Management of WI-MN	602-49480-000-43840	1,885.37	Wastewater Facility 214 14th St NE
181754	Waste Management of WI-MN	902-00000-000-23935	-5,878.77	Service 09/01/2024-09/30/2024
181754	Waste Management of WI-MN	101-45127-450-43840	100.91	Soccer Field 704 17th St SW
181754	Waste Management of WI-MN	101-45500-450-43840	271.69	Buckham Center 11 Division St E
181754	Waste Management of WI-MN	101-45125-450-43840	552.58	Aquatic Center 1820 2nd Ave NW
181754	Waste Management of WI-MN	101-45200-450-43840	131.63	Dog Park 900 Lyndale Ave
181754	Waste Management of WI-MN	101-42210-420-43840	123.91	Fire 122 2nd St NW
181754	Waste Management of WI-MN	101-45500-450-43840	436.08	Central Ave Refuse September
	Waste Management of WI-MN		6,314.86	
181755	Winter Jeffrey C	601-00000-000-20200	39.72	Refund Check 025955-000, 2918 Millie Ave
	Winter Jeffrey C		39.72	
181756	Xcel Energy	601-49430-000-43810	9,171.92	303929972 1904 Fairground Dr
181756	Xcel Energy	101-42500-420-43810	5.73	164184 930 4th CD Siren
181756	Xcel Energy	101-42500-420-43810	2.76	154013 1851 220 St E CD Siren
181756	Xcel Energy	101-45122-450-43810	14.61	154794 16 Central Ave
181756	Xcel Energy	101-42500-420-43810	2.76	167157 1203 Parshall St
181756	Xcel Energy	101-42500-420-43810	5.73	146104 920 9 Ave SW CD Siren
181756	Xcel Energy	101-43170-430-43810	5.73	156258 117 Shumway CD Siren
181756	Xcel Energy	902-00000-000-23935	9,245.21	September Electric Bill

Check Numb	Last Name	Acct 1	Amount	Description
181756	Xcel Energy	902-00000-000-23935	-9,245.21	Electricity Bill-September
181756	Xcel Energy	101-42500-420-43810	2.76	178539 2613A Hulett Court
181756	Xcel Energy	101-45126-450-43810	14.10	171746 117 Shumway Lighting
181756	Xcel Energy	101-45200-450-43810	19.11	175957 500 Maple Lawn Cartway
181756	Xcel Energy	101-43160-430-43810	0.50	51-0010353780-3 - 1690 Highway 60W Street Lighting
181756	Xcel Energy	101-43160-430-43810	20,285.34	51-4930975-3 Street Lighting
	Xcel Energy		29,531.05	
			2,286,710.98	



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: October 22, 2024
SUBJECT: Approve LG204B Applications to Conduct Excluded Bingo

Background:

The Women of the Moose Faribault Chapter #1476 submitted two LG240B Applications to Conduct Excluded Bingo for events on November 24, 2024, and April 13, 2025. The events will be held at the Faribault Moose Lodge #2098. If approved by the Council, Staff will send the applications to the Minnesota Gambling Control Board for final review and approval.

Recommendation:

Approve Applications to Conduct Excluded Bingo

Attachments:

1. Women of the Moose - LG240B

LG240B Application to Conduct Excluded Bingo

No Fee

ORGANIZATION INFORMATION

Organization Name: WOMEN OF THE MOOSE FARIBAULT CHAPTER 1476 Previous Gambling Permit Number: [REDACTED]

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: [REDACTED]

Mailing Address: 1810 NW 4th St.

City: FARIBAULT State: MN Zip: 55001 County: RICE

Name of Chief Executive Officer (CEO): TARA VIGESAA-BAHL

CEO Daytime Phone: 507-330-0438 CEO Email: _____
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): chapter 1476 @ moose units.org

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☒ Fraternal ☐ Religious ☐ Veterans ☐ Other Nonprofit Organization

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

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

- ☐ **Current calendar year Certificate of Good Standing**
Don't have a copy? This certificate must be obtained each year from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6762
- ☐ **Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**
Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.
- ☒ **Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

EXCLUDED BINGO ACTIVITY

Has your organization held a bingo event in the current calendar year? ☒ Yes ☐ NoIf yes, list the dates when bingo was conducted: MARCH 24, 2024

The proposed bingo event will be:

- ☒ one of four or fewer bingo events held this year. Dates: Nov. 24, 2024
-OR-
- ☐ conducted on up to 12 consecutive days in connection with a:
- ☐ county fair Dates: _____
- ☐ civic celebration Dates: _____
- ☐ Minnesota State Fair Dates: _____

Person in charge of bingo event: TARA VIGESAA-BAHL Daytime Phone: _____Name of premises where bingo will be conducted: FARIBAULT MOOSE LODGE #2098Premises street address: 1810 NW 4th St.City: FARIBAULT If township, township name: _____ County: RICE

LG240B Application to Conduct Excluded Bingo**No Fee****ORGANIZATION INFORMATION**

Organization Name: WOMEN OF THE MOOSE CHAPTER 1476 FARIBAUT Previous Gambling Permit Number: [REDACTED]

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: [REDACTED]

Mailing Address: 1810 NW 4th St.

City: FARIBAUT State: MN Zip: 55021 County: RICE

Name of Chief Executive Officer (CEO): TARA VIGESAA - BAHL

CEO Daytime Phone: 507-330-0432 CEO Email: _____
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): chapter 1476 @ moose units.org

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☒ Fraternal ☐ Religious ☐ Veterans ☐ Other Nonprofit Organization

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

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

- ☐ **Current calendar year Certificate of Good Standing**
Don't have a copy? This certificate must be obtained each year from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- ☐ **Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**
Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.
- ☒ **Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

EXCLUDED BINGO ACTIVITYHas your organization held a bingo event in the current calendar year? ☐ Yes ☒ No

If yes, list the dates when bingo was conducted: _____

The proposed bingo event will be:

- ☒ one of four or fewer bingo events held this year. Dates: APRIL 13, 2025
-OR-
- ☐ conducted on up to 12 consecutive days in connection with a:
- ☐ county fair Dates: _____
- ☐ civic celebration Dates: _____
- ☐ Minnesota State Fair Dates: _____

Person in charge of bingo event: TARA VIGESAA - BAHL Daytime Phone: _____Name of premises where bingo will be conducted: FARIBAUT MOOSE LODGE #2098Premises street address: 1810 NW 4th St.City: FARIBAUT If township, township name: _____ County: RICE



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: October 22, 2024
SUBJECT: Approve Intensive Comprehensive Peace Officer Education Training (ICPOET) Grant Candidate Agreements

Background:

The passage of Resolution 2024-014 during the January 9, 2024, City Council Meeting, authorized the police department to seek up to two, \$50,000 grant awards, from the Minnesota Office of Justice Programs, Department of Public Safety, Intensive Comprehensive Peace Officer Education and Training (ICPOET) grant. On April 9, 2024, the City Council approved Resolution 2024-074 accepting the terms of the ICPOET grant including two \$50,000 awards received by the police department.

A hiring process was initiated and candidates Muna Mohamed and Nicholas Smith were offered ICPOET Officer positions. During the September 10, 2024 Council Meeting, both Mohamed and Smith were hired under Resolution 2024-183. Because of the unique nature of these positions and required educational training and expenses incurred, Chief Sherwin worked with City Attorney Riggs in the drafting of Employment Agreements with the candidates. The agreements reimburse the city for the cost of their education should the candidates initiate separation of employment within two years of being hired as police officers. This agreement is consistent with other education reimbursement agreements used by the city.

Attached are the signed candidate agreements that include additional information related to the ICPOET grant program.

Recommendation:

Approve Candidate Agreements

Attachments:

1. ICPOET Candidate Agreement - Mohamed
2. ICPOET Candidate Agreement - Smith

City of Faribault
POLICE ICPOET CANDIDATE AGREEMENT

THIS AGREEMENT is made this 7th day of October, 2024, by and between the City of Faribault, Minnesota (“City”), and Muna Mohamed (“ICPOET Candidate”).

RECITALS

WHEREAS, the Minnesota Office of Justice Program (“OJP”) and the Minnesota Department of Public Safety created the 2024 Intensive Comprehensive Peace Officer Education and Training Grant (“ICPOET Grant”), described in the Grant Request for Proposals, the terms and conditions of which are hereby incorporated by reference as if fully set forth herein and attached as **Exhibit A**, intended to aid law enforcement agencies to recruit, educate, and train licensed-eligible peace officers; and

WHEREAS, the ICPOET Grant is meant to reimburse police departments for up to \$50,000 (fifty-thousand dollars) per candidate for the cost of education, training, and salary of an eligible peace officer candidate; and

WHEREAS, City and the Faribault Police Department (“Department”) applied for and received an ICPOET Grant; and

WHEREAS, on April 24, 2024, the City and the Department entered into an ICPOET Grant Contract Agreement, the terms and conditions of which hereby incorporated by reference as if fully set forth herein and attached as **Exhibit B**, with the OJP to receive an ICPOET Grant to fund two peace officer candidates; and

WHEREAS, the City has selected the ICPOET Candidate to become one of its peace officer candidates; and

WHEREAS, the ICPOET Candidate is enrolled to receive Professional Peace Officer Education (“PPOE”) at Hennepin Technical College; and

WHEREAS, once training is complete, the ICPOET Candidate desires to pursue and maintain a law enforcement career with the Department; and

WHEREAS, the City is committed to hiring and retaining high quality, dedicated peace officers.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement the City and the ICPOET Candidate agree as follows:

Section 1. Conditions.

- A. The ICPOET Candidate understands that they are not a full-time employee of the Department but a temporary contract police recruit candidate for

employment with a pending offer of employment upon the completion of the terms and conditions of this Agreement.

- B. The ICPOET Candidate understands that they will only become a full-time employee of the City and the Department upon the completion of training, obtaining of POST certification, and acceptance of a full-time position at the Department.
- C. The ICPOET Candidate understands that in order to benefit from the ICPOET Grant monies, they must remain employed with the Department for a minimum of 2 (two) years.
 - 1. The ICPOET Candidate agrees to return any ICPOET Grant reimbursements they have received from the City if they voluntarily leave the Department before the second anniversary of their employment.
 - 2. The Grant reimbursements will be returned as detailed in Section 5.

Section 2. Term. The ICPOET Candidate position will commence on October 7, 2024. The ICPOET Candidate position will terminate upon the occurrence of one of the following events:

- A. the ICPOET Candidate is promoted to a full-time peace officer position with the City; or
- B. the ICPOET Candidate fails to complete their PPOE; or
- C. the ICPOET Candidate fails to pass the state board exam; or
- D. the ICPOET Candidate is terminated by the City; or
- E. the ICPOET Candidate turns down an offer to be promoted to a Faribault police officer or is disqualified from accepting the position; or
- F. the ICPOET Candidate voluntarily leaves the City.

Section 3. City's Obligations. The City agrees to:

- A. Facilitate payment in the amount of \$11,344.00 as incurred by the ICPOET Candidate pursuant to the terms and conditions of the ICPOET Grant Contract Agreement for educational expenses, including tuition, books, and City-approved educational expenses to complete the PPOE program and become eligible for a licensed police officer position, subject to the following conditions:

1. The City will make such educational expenses payments to Hennepin Technical College when due for the ICPOET Candidate upon reimbursement from the State of Minnesota.
 2. The City will discontinue payment of educational expenses if the ICPOET Candidate ceases full-time school attendance.
- B. Appoint the ICPOET Candidate to a full-time peace officer position if all of the following conditions have been met:
1. The ICPOET Candidate is determined to be in good standing by the City as an ICPOET Candidate;
 2. The ICPOET Candidate has successfully completed the PPOE and all the required pre-service peace officer education as mandated by the Minnesota Peace Officer Standards and Training (POST) Board;
 3. The ICPOET Candidate has successfully passed the POST peace officer licensing examination and has received official documentation from the POST Board certifying the ICPOET Candidate is eligible to be licensed as a full-time police officer;
 4. The ICPOET Candidate has not been the subject of serious discipline (defined as any suspension, demotion, termination or disciplinary transfer) in the ICPOET Candidate position or in any other concurrent public law enforcement or related employment or volunteer work;
 5. The ICPOET Candidate is not disqualified during the Department's peace officer background investigation update at the time such investigations are scheduled for the opening that has arisen;
 6. The ICPOET Candidate passes the Department's peace officer physical agility examination at the time such examinations are scheduled for the opening that has arisen;
 7. The ICPOET Candidate passes the Department's peace officer medical examination at the time such examinations are given for the opening that has arisen;
 8. The ICPOET Candidate passes the Department's psychological peace officer examination at the time such examinations are scheduled for the opening that has arisen; and
 9. The ICPOET Candidate passes or meets any other POST-mandated or Department-mandated selection criteria that are in effect at the time the opening arises.

Section 4. ICPOET Candidate's Obligations. The ICPOET Candidate agrees to:

- A. Register for and take the POST test as soon as possible after qualifying to do so;
- B. Reimburse the City for all education reimbursement paid if:
 - 1. The ICPOET Candidate terminates this Agreement with the City prior to being offered a police officer position,
 - 2. The Department offers the ICPOET Candidate a peace officer job once they receive a POST letter certifying the ICPOET Candidate's eligibility to be licensed as a peace officer and the ICPOET Candidate rejects the Department's job offer to become a peace officer; or
 - 3. The ICPOET Candidate is appointed to a position as a police officer with the City and terminates this position on their own accord within two (2) years of their initial employment with the City.
- C. The ICPOET Candidate understands that they will be subject to the City's applicable personnel and administrative policies, and any applicable collective bargaining agreements upon employment as full-time officer.

Section 5. Repayment of Education Reimbursement.

- A. If the ICPOET Candidate is required to reimburse the City for education funding under Section 1 (C) and Section 4 (B) (1) – (3), the ICPOET Candidate will agree to a repayment schedule as established by the City.

Section 6. Termination.

- A. The City may terminate the ICPOET Candidate for any of the following reasons:
 - 1. Poor job performance or inappropriate work habits as defined by and in the sole discretion of the City and the Department; or
 - 2. Conduct by the ICPOET Candidate that makes them unsuitable for a police officer position, as defined by and in the sole discretion of the City and the Department; or
 - 3. Incompetence at implementing essential police skills, as determined by the City and the Department; or
 - 4. Inability to work and communicate effectively with the public, as determined by the City and the Department; or
 - 5. Any firearm safety violations; or
 - 6. Unsafe or illegal driving in a city-owned vehicle; or

7. Criminal conduct or violation of traffic laws on or off-duty; or
8. Becoming the subject of any adverse peace officer license action by the Minnesota POST Board; or
9. Inappropriate disclosure of confidential information; or
10. Failure to complete the required education in a timely manner to become eligible for peace officer licensure; or
11. Failure to register for or take the POST Board test in a timely manner, as soon as possible after becoming qualified to take the test.
12. If the City and the Department loses funding for the position, or is subject to layoffs, or position eliminations.

- B. If the ICPOET Candidate is terminated, the ICPOET Candidate is no longer eligible for a promotion to a peace officer position as identified in this Agreement.

CITY OF FARIBAULT, MINNESOTA

ICPOET CANDIDATE

By: _____

Kevin F. Voracek

Its: Mayor

Date: _____


Signature

Muna Mohamed

Name Printed

Date

10/09/2024

By: _____

Jessica Kinser

Its: City Administrator

Date: _____

EXHIBIT A

**2024 INTENSIVE COMPREHENSIVE PEACE OFFICER
EDUCATION AND TRAINING GRANT**



**Department of Public Safety
Minnesota Office of Justice Programs**

**2024 Intensive Comprehensive Peace
Officer Education and Training (ICPOET)
Grant Program**

GRANT REQUEST FOR PROPOSALS (RFP)

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1.5 Eligible Applicants

Local units of government and tribal governments are eligible to apply including county sheriff's offices, police departments and tribal public safety agencies. A group of law enforcement agencies may collaborate on a joint application with one organization serving as the fiscal agency. Colleges and universities that operate law enforcement training programs are not eligible applicants.

1.6 Questions, Technical Assistance, and Information Sessions

Please submit any questions regarding this RFP by email to Mary.Vukelich@state.mn.us. Questions and answers will be updated on the ICPOET RFP Question Answer (QA) document on the grants page of the [OJP website](#) each Friday during the window for RFP applications.

Application Information Sessions

OJP will offer two online information sessions. Staff will provide a brief background on the Intensive Comprehensive Peace Officer Education and Training (ICPOET) grant program, provide an overview of the RFP and application requirements, provide an overview of the application review process, and answer questions. Prospective applicants are encouraged to participate in at least one information session. Questions and answers from both information sessions will be posted on the ICPOET RFP Question Answer (QA) document on the grants page of the [OJP website](#).

- ICPOET Session I: Thursday, January 4, 2024, from 1:30-2:15 pm [Register Here](#)
- ICPOET Session II: Tuesday, January 16, 2024, from 10:45-11:30 am [Register Here](#)

RFP Part 2: Background Information

2.1 Project Overview

The ICPOET program is intended to address the critical shortage of peace officers in the state by providing grants to law enforcement agencies that have developed a plan to recruit, educate, and train highly qualified two- and four-year college graduates to become license-eligible peace officers in the state. Law enforcement agencies may apply for reimbursement grants up to \$50,000 per eligible candidate for the cost of educating, training, and paying an eligible peace officer candidate until the candidate is licensed by the board as a peace officer. An agency may apply for more than one candidate up to a maximum of 5 candidates.

Minnesota requires those aspiring to work in law enforcement to complete an educational program certified by the Minnesota Peace Officer Standards and Training (POST) Board at a Professional Peace Officer Education (PPOE) certified institution and pass the state board exam. Licensing itself only occurs when eligible candidates are appointed to a peace officer position [and certain selection standards](#) are met.

Grantees identify eligible candidates that meet the standards for admission to a board-certified Professional Peace Officer Education (PPOE) program as well as standards for license eligibility. The eligible candidates are then registered for a cohort, by each agency executing a contract with the selected academic provider. The two schools designated as approved providers for the ICPOET program are Hennepin Technical College and Alexandria Technical and Community College. The inaugural cohorts will start in October 2024 and end in March 2025.

The Peace Officer Licensing Exam is administered to individuals who possess a post-secondary degree from a [regionally accredited](#) college or university and successfully complete a Minnesota PPOE program from a POST Board certified school. Tuition to the designated cohort hosted by one of the two approved education providers are eligible grant expenses for the grantee agency to seek reimbursement. Other eligible expenses, which are anticipated to be included in the total education cost, include books, equipment, uniforms, and other associated academic expenses.

Candidates shall be employed by the grantee during PPOE enrollment. Salary and fringe benefits for candidates are eligible grant expenses.

RFP Part 3: Application Process and Instructions

3.1 Application Deadline

Applications must be submitted using the [e-grants](#) web-based system by 4:00 pm on January 31, 2024. Applications cannot be submitted after this time. No paper submissions will be accepted.

3.2 Application Submission Instructions

Applications must be submitted via e-grants, the Office of Justice Programs (OJP) online grants management system. [E-grants](#) can also be accessed via the Office of Justice Programs [website](#). If you have never applied for a grant with the Office of Justice Programs, create a user account by clicking on the purple "New User" option in the login box in the upper right corner of the e-grants website and follow instructions to fill out the profile. Contact the e-grants Helpdesk at 1-800-820-1890 if you have login issues.

3.3 Terms and Conditions, Grant Program Guidelines, OJP Grant Manual

As part of submitting this application in e-grants the applicant agency agrees to the Terms and Conditions of OJP Grantees for applicants as well as the ICPOET Grant Program Guidelines 2024. Applicants are encouraged to print and review these documents with the appropriate agency staff prior to submitting the application in e-grants. If selected for funding, the grantee will need to submit required certifications. Grantees agree to follow the OJP [Grant Manual](#), which provides basic information on policies and procedures for grant administration. These documents become, by reference, part of the formal grant contract agreement.

3.4 Application Content

The application consists of the following required parts; any missing part will prevent the application from submission.

A. Project Information Form

Input this information directly into the form in e-grants and it will be used as the cover sheet for the application. You will need:

- Contact information for the Fiscal Agent, including federal and state identification numbers.
- Authorized representative information (the person/s responsible for signing the grant agreement)
- Contact information for agency representative designated as project contact
- Financial agent contact information
- Project information

B. Intensive Comprehensive Peace Officer and Training Information Form

This form includes information around candidate recruitment (and identification), department's authorized and actual hiring levels, and the anticipated preferred education provider.

C. Narrative (20 points):

Address the following in a three-page maximum Word document with $\frac{3}{4}$ " margins, single-spaced and with a 12-point font size. When ready to submit, **upload the narrative as an attachment in e-grants**. The narrative should address the following issues:

- Elaborate on any information provided in ICPOET Information Form.
- Description of your plan to recruit, educate and train highly qualified two- and four-year college graduates for the Intensive Comprehensive Peace Officer Education & Training program; include details around recruitment and selection process.
- Overview of department and community demographics and any intentional recruitment of candidates reflected in Section 1.3 of the RFP.

D. Budget (5 Points):

Budget information will be entered directly into e-grants.

- Budget line items will generally include program, salary, & fringe; anticipate \$25,000 for program (tuition & related supplies) and \$25,000 for salary & fringe.
- Tuition expenses should be listed under program expenses. More specifics will be available after grants awarded.
- Each candidate requested should have individual line items for program, salary & fringe.
- Include candidate's actual pay & fringe calculations for the position.
- Note that source documentation will be required for all items reimbursed.

Enter the budget directly into e-grants. Directions for entering the budget are available in the [Application Guide](#).

E. Organizational Financial Information Form

This Information will be entered into e-grants form.

1. *OJP Grantee Status (active grant in last 12 months or not)*

2. *Fiscal Information*

- A. Accounting basis.
- B. Organization's Fiscal year time-period.
- C. Total revenue last completed fiscal year.
- D. Total federal expenditures (only from federal sources) last completed fiscal year.
- E. How often financial document are produced.
- F. Nonprofits only: Most Recent IRS Form 990.
- G. Nonprofits only: Date and status of annual financial filing
- H. Nonprofits only: Upload evidence of good standing with the Secretary of State
- I. Allocation method document (if applicable)

3. *Financial Document*

Upload the financial document(s) applicable to your organization:

- Agency with annual revenue under \$50,000
 - Statement of Financial Position (Balance Sheet)
 - Statement of Activity (Income and Expense Statement)
- Agency with total annual revenue of over \$750,000, but with federal expenditures less than \$750,000
 - Certified Financial Audit
 - Certified Financial Audit Management Letter
 - Corrective Action Plan (if applicable)
- Agency that spent \$750,000 or more in federal funds during fiscal year
 - Single Audit
 - Single Audit Management Letter
 - Corrective Action Plan (if applicable)
- Audit Information
 - Name of Auditors
 - Type of Audit
 - Description of Audit Findings

4. *Administrative Systems*

Answer yes or no to the following statements:

- Our organization has had an instance of misuse or fraud in the past 36 months.
- Our organization has current or pending lawsuit against the organization.

- Our organization is currently designated as a high risk grant recipient by the federal government.
- Current principals (defined as a public official, a board member or staff with the authority to access funds provided by this agency or determine how funds are used) have been convicted of a felony financial crime in the last 10 years.
- We have separate accounts for different programs/revenue sources to prevent commingling of funds.
- Our organization uses a daily time tracking log for each position being paid using multiple sources of funding.
- Our organization has a paid bookkeeper.
- Our organization has an approval process that requires multiple approvals before funds can be expended.
- Our organization has written policies and procedures for accounting, purchasing and payroll.
- Our organization's accounting system can identify and track grant program-related income and expenses separate from all other income and expenses.
- We can easily retrieve original receipts for expenses that are reimbursed by the grant.
- Nonprofits only: Our Board of Directors meets at least every month.
- Our organization has a Conflict-of-Interest Policy.

5. *Grant Management Experience*

- We have had more than one administrative turnover in the past 12 months (defined as anyone involved in working on or managing grants)
- Select an option that applies to your organization:
 - Monitored funding and completed reporting for non-federal and/or only federal grants
 - Monitored funding and completed reporting for only non-federal grants
 - Monitored funding and completed reporting for contracts but not grants
 - No prior experience monitoring and reporting for contracts and/or grants

WHAT AN APPLICATION MUST INCLUDE TO BE FORWARDED FOR REVIEW:

(E-grants will not allow the application to be submitted if any of these are missing.)

- Project Information form must be completed
- ICPOET Information form must be completed
- Narrative addressing questions listed above must be uploaded
- Budget with calculations included
- Organization Financial Information form must be completed

Intensive Comprehensive Peace Officer Education and Training 2024

EXHIBIT A

Organization: Faribault Police Department

A-ICPOE-2024-FARIBAPD-009

Budget Summary

ICPOE: ICPOE				
Budget Category	Award			
Personnel				
Fringe benefits for recruit #1	\$9,000.00			
Fringe benefits for recruit #2	\$9,000.00			
Payroll for recruit #1	\$20,160.00			
Payroll for recruit #2	\$20,160.00			
Total	\$58,320.00			
Program Expenses				
School tuition, books and miscellaneous school expenses such as uniforms for recruit #1	\$20,800.00			
School tuition, books and miscellaneous school expenses such as uniforms for recruit #2	\$20,800.00			
Total	\$41,200.00			
Other Expenses				
Travel Expenses	\$480.00			
Total	\$480.00			
Total	\$100,000.00			

03/29/2024

Page 1 of 1



Grant Contract Agreement

Page 2 of 2

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual crafters that funds have been encumbered as required by Minn. Stat. § 16A.13.

Signed: Patti Hagen
Digitally signed by Patti Hagen
 Date: 2024.04.25 10:14:10
 +05'00'
 Date: _____

3. STATE AGENCY

Signed: Cecilia Miller
Digitally signed by Cecilia Miller
 Date: 2024.04.24 17:44:32
 +08'00'
 (with delegated authority)
 Title: Grants Director
 Date: 4/24/2024

Grant Contract Agreement No. / P.O. No. A-ICPOE-2024-FARIBAPD-009 / 3-94613

Project No. (indicate N/A if not applicable): N/A

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: Kevin F. Voracek
APPROVED BY
 Print Name: Kevin F. Voracek
 Title: Mayor
 Date: 4/22/2024

Delegated by
 Signed: Jessica L. Kinser - City Administrator
APPROVED BY
 Print Name: Jessica L. Kinser - City Administrator
 Title: City Administrator
 Date: 4/22/2024

Signed: _____
 Print Name: _____
 Title: _____
 Date: _____

Distribution: **DPS/EAS**
 Grantee
 State's Authorized Representative

DPS Grant Contract Agreement Non-State (rev. September 2022)

EXHIBIT B

GRANT CONTRACT AGREEMENT

DocuSign Envelope ID: 7243D73C-20F9-47DA-8E73-DAEASCC877C3

	Grant Contract Agreement	Page 1 of 2
Minnesota Department of Public Safety ("State") Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139		
Grant Program: Intensive Comprehensive Peace Officer Education and Training 2024 Grant Contract Agreement No.: A-ICPOE-2024-FARIBAPD-009		
Grantee: City of Faribault, Police Department 208 NW 1st Avenue Faribault, Minnesota 55021		
Grant Contract Agreement Term: Effective Date: 6/1/2024 Expiration Date: 6/30/2025		
Grantee's Authorized Representative: John Sherwin, Police Chief City of Faribault, Police Department 25 NW 4th Street Faribault, Minnesota 55021 (507) 334-0920 jsherwin@ci.faribault.mn.us		
Grant Contract Agreement Amount: Original Agreement \$100,000.00 Matching Requirement \$0.00		
State's Authorized Representative: Kristin Lail, Grants Specialist Coordinator Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 230-3358 Kristin.lail@state.mn.us		
Federal Funding: CFDA/ALN: None FAIN: N/A State Funding: Minnesota Session Laws of 2023, Chapter 52, Article 2, Section 3, Subdivision 8. Special Conditions: None		

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Terms: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Intensive Comprehensive Peace Officer Education and Training 2024 Application ("Application") which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota, 55101-2139. The Grantee shall also comply with all requirements referenced in the Intensive Comprehensive Peace Officer Education and Training 2024 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

DPS Grant Contract Agreement Non-State (rev. September 2022)

RFP Part 4: Application Review Process

This is a competitive application process. A review committee will read and rate applications using a 25-point scale. The reviewers will meet and discuss the proposals and then put forth their recommendations. The Commissioner of Public Safety will make the final funding decisions and award notification will be by email to applicants.

RFP Part 5: Post Award Requirements

- **Pre-Award Risk Assessment and Financial Review.** In accordance with state and federal grant management policies it is required to consider a grant applicant's past performance before awarding subsequent grants to them.
- **Minnesota's Commitment to Diversity and Inclusion in Procurement**
The State of Minnesota is committed to diversity and inclusion in its public procurement process. The goal is to ensure that those providing goods and services to the State are representative of our Minnesota communities and include businesses owned by minorities, women, veterans, and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides for additional options and greater competition in the marketplace, creates stronger relationships and engagement within our communities, and fosters economic development and equality.
To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296- 2600 or go to the [OEP website](#).
- **Grant Contract Process.** After being selected for funding, OJP staff will work with the applicant to negotiate a final budget. The formal grant contract consists of the Grant Agreement, the Terms and Conditions, the Program Guidelines, and budget. The Grant Agreement will be initiated, signed by grantee and OJP, and once fully executed it is then a legally binding agreement. Grant agreements not signed within 30 days of receipt may be canceled.
- **Progress Reporting.** Grantees will be required to submit quarterly progress and expense reports with supporting reimbursement documentation and one final report with the POST number for each candidate and any outstanding supporting reimbursement documentation.
- **Grant Payments.** This is a cost reimbursement grant. Grantees will only be paid for eligible expenses that are incurred and are consistent with the negotiated budget.
- **OJP Grant Manual.** Grantees, grantee subgrants and contracts agree to follow the OJP Grant Manual as part of the application process. The manual is a resource for how our office manages grants and covers topics such as grant administration policies, program modification policies, general accounting requirements, etc. [OJP Grant Manual](#)

RIGHT OF CANCELLATION

The State reserves the right to cancel this solicitation if it is considered to be in its best interest. The State reserves the right to negotiate modifications to the application or to reject any and all applications received as a result of this Request for Proposals. The State does not intend to award a grant contract solely on the basis of any response made to this request or pay for information solicited or obtained.

City of Faribault
POLICE ICPOET CANDIDATE AGREEMENT

THIS AGREEMENT is made this 7th day of October, 2024, by and between the City of Faribault, Minnesota (“City”), and Nicholas Smith (“ICPOET Candidate”).

RECITALS

WHEREAS, the Minnesota Office of Justice Program (“OJP”) and the Minnesota Department of Public Safety created the 2024 Intensive Comprehensive Peace Officer Education and Training Grant (“ICPOET Grant”), described in the Grant Request for Proposals, the terms and conditions of which are hereby incorporated by reference as if fully set forth herein and attached as **Exhibit A**, intended to aid law enforcement agencies to recruit, educate, and train licensed-eligible peace officers; and

WHEREAS, the ICPOET Grant is meant to reimburse police departments for up to \$50,000 (fifty-thousand dollars) per candidate for the cost of education, training, and salary of an eligible peace officer candidate; and

WHEREAS, City and the Faribault Police Department (“Department”) applied for and received an ICPOET Grant; and

WHEREAS, on April 24, 2024, the City and the Department entered into an ICPOET Grant Contract Agreement, the terms and conditions of which hereby incorporated by reference as if fully set forth herein and attached as **Exhibit B**, with the OJP to receive an ICPOET Grant to fund two peace officer candidates; and

WHEREAS, the City has selected the ICPOET Candidate to become one of its peace officer candidates; and

WHEREAS, the ICPOET Candidate is enrolled to receive Professional Peace Officer Education (“PPOE”) at Hennepin Technical College; and

WHEREAS, once training is complete, the ICPOET Candidate desires to pursue and maintain a law enforcement career with the Department; and

WHEREAS, the City is committed to hiring and retaining high quality, dedicated peace officers.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement the City and the ICPOET Candidate agree as follows:

Section 1. Conditions.

- A. The ICPOET Candidate understands that they are not a full-time employee of the Department but a temporary contract police recruit candidate for

employment with a pending offer of employment upon the completion of the terms and conditions of this Agreement.

- B. The ICPOET Candidate understands that they will only become a full-time employee of the City and the Department upon the completion of training, obtaining of POST certification, and acceptance of a full-time position at the Department.
- C. The ICPOET Candidate understands that in order to benefit from the ICPOET Grant monies, they must remain employed with the Department for a minimum of 2 (two) years.
 - 1. The ICPOET Candidate agrees to return any ICPOET Grant reimbursements they have received from the City if they voluntarily leave the Department before the second anniversary of their employment.
 - 2. The Grant reimbursements will be returned as detailed in Section 5.

Section 2. Term. The ICPOET Candidate position will commence on October 7, 2024. The ICPOET Candidate position will terminate upon the occurrence of one of the following events:

- A. the ICPOET Candidate is promoted to a full-time peace officer position with the City; or
- B. the ICPOET Candidate fails to complete their PPOE; or
- C. the ICPOET Candidate fails to pass the state board exam; or
- D. the ICPOET Candidate is terminated by the City; or
- E. the ICPOET Candidate turns down an offer to be promoted to a Faribault police officer or is disqualified from accepting the position; or
- F. the ICPOET Candidate voluntarily leaves the City.

Section 3. City's Obligations. The City agrees to:

- A. Facilitate payment in the amount of \$11,344.00 as incurred by the ICPOET Candidate pursuant to the terms and conditions of the ICPOET Grant Contract Agreement for educational expenses, including tuition, books, and City-approved educational expenses to complete the PPOE program and become eligible for a licensed police officer position, subject to the following conditions:

1. The City will make such educational expenses payments to Hennepin Technical College when due for the ICPOET Candidate upon reimbursement from the State of Minnesota.
 2. The City will discontinue payment of educational expenses if the ICPOET Candidate ceases full-time school attendance.
- B. Appoint the ICPOET Candidate to a full-time peace officer position if all of the following conditions have been met:
1. The ICPOET Candidate is determined to be in good standing by the City as an ICPOET Candidate;
 2. The ICPOET Candidate has successfully completed the PPOE and all the required pre-service peace officer education as mandated by the Minnesota Peace Officer Standards and Training (POST) Board;
 3. The ICPOET Candidate has successfully passed the POST peace officer licensing examination and has received official documentation from the POST Board certifying the ICPOET Candidate is eligible to be licensed as a full-time police officer;
 4. The ICPOET Candidate has not been the subject of serious discipline (defined as any suspension, demotion, termination or disciplinary transfer) in the ICPOET Candidate position or in any other concurrent public law enforcement or related employment or volunteer work;
 5. The ICPOET Candidate is not disqualified during the Department's peace officer background investigation update at the time such investigations are scheduled for the opening that has arisen;
 6. The ICPOET Candidate passes the Department's peace officer physical agility examination at the time such examinations are scheduled for the opening that has arisen;
 7. The ICPOET Candidate passes the Department's peace officer medical examination at the time such examinations are given for the opening that has arisen;
 8. The ICPOET Candidate passes the Department's psychological peace officer examination at the time such examinations are scheduled for the opening that has arisen; and
 9. The ICPOET Candidate passes or meets any other POST-mandated or Department-mandated selection criteria that are in effect at the time the opening arises.

Section 4. ICPOET Candidate's Obligations. The ICPOET Candidate agrees to:

- A. Register for and take the POST test as soon as possible after qualifying to do so;
- B. Reimburse the City for all education reimbursement paid if:
 - 1. The ICPOET Candidate terminates this Agreement with the City prior to being offered a police officer position,
 - 2. The Department offers the ICPOET Candidate a peace officer job once they receive a POST letter certifying the ICPOET Candidate's eligibility to be licensed as a peace officer and the ICPOET Candidate rejects the Department's job offer to become a peace officer; or
 - 3. The ICPOET Candidate is appointed to a position as a police officer with the City and terminates this position on their own accord within two (2) years of their initial employment with the City.
- C. The ICPOET Candidate understands that they will be subject to the City's applicable personnel and administrative policies, and any applicable collective bargaining agreements upon employment as full-time officer.

Section 5. Repayment of Education Reimbursement.

- A. If the ICPOET Candidate is required to reimburse the City for education funding under Section 1 (C) and Section 4 (B) (1) – (3), the ICPOET Candidate will agree to a repayment schedule as established by the City.

Section 6. Termination.

- A. The City may terminate the ICPOET Candidate for any of the following reasons:
 - 1. Poor job performance or inappropriate work habits as defined by and in the sole discretion of the City and the Department; or
 - 2. Conduct by the ICPOET Candidate that makes them unsuitable for a police officer position, as defined by and in the sole discretion of the City and the Department; or
 - 3. Incompetence at implementing essential police skills, as determined by the City and the Department; or
 - 4. Inability to work and communicate effectively with the public, as determined by the City and the Department; or
 - 5. Any firearm safety violations; or
 - 6. Unsafe or illegal driving in a city-owned vehicle; or

7. Criminal conduct or violation of traffic laws on or off-duty; or
8. Becoming the subject of any adverse peace officer license action by the Minnesota POST Board; or
9. Inappropriate disclosure of confidential information; or
10. Failure to complete the required education in a timely manner to become eligible for peace officer licensure; or
11. Failure to register for or take the POST Board test in a timely manner, as soon as possible after becoming qualified to take the test.
12. If the City and the Department loses funding for the position, or is subject to layoffs, or position eliminations.

B. If the ICPOET Candidate is terminated, the ICPOET Candidate is no longer eligible for a promotion to a peace officer position as identified in this Agreement.

CITY OF FARIBAULT, MINNESOTA

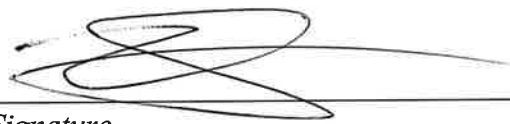
ICPOET CANDIDATE

By: _____

Kevin F. Voracek

Its: Mayor

Date: _____



Signature

Nicholas Smith

Name Printed

10-9-24

Date

By: _____

Jessica Kinser

Its: City Administrator

Date: _____

EXHIBIT A

**2024 INTENSIVE COMPREHENSIVE PEACE OFFICER
EDUCATION AND TRAINING GRANT**



Department of Public Safety
Minnesota Office of Justice Programs

**2024 Intensive Comprehensive Peace
Officer Education and Training (ICPOET)
Grant Program**

GRANT REQUEST FOR PROPOSALS (RFP)

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1.5 Eligible Applicants

Local units of government and tribal governments are eligible to apply including county sheriff's offices, police departments and tribal public safety agencies. A group of law enforcement agencies may collaborate on a joint application with one organization serving as the fiscal agency. Colleges and universities that operate law enforcement training programs are not eligible applicants.

1.6 Questions, Technical Assistance, and Information Sessions

Please submit any questions regarding this RFP by email to Mary.Vukelich@state.mn.us. Questions and answers will be updated on the ICPOET RFP Question Answer (QA) document on the grants page of the [OJP website](#) each Friday during the window for RFP applications.

Application Information Sessions

OJP will offer two online information sessions. Staff will provide a brief background on the Intensive Comprehensive Peace Officer Education and Training (ICPOET) grant program, provide an overview of the RFP and application requirements, provide an overview of the application review process, and answer questions. Prospective applicants are encouraged to participate in at least one information session. Questions and answers from both information sessions will be posted on the ICPOET RFP Question Answer (QA) document on the grants page of the [OJP website](#).

- ICPOET Session I: Thursday, January 4, 2024, from 1:30-2:15 pm [Register Here](#)
- ICPOET Session II: Tuesday, January 16, 2024, from 10:45-11:30 am [Register Here](#)

RFP Part 2: Background Information

2.1 Project Overview

The ICPOET program is intended to address the critical shortage of peace officers in the state by providing grants to law enforcement agencies that have developed a plan to recruit, educate, and train highly qualified two-and four-year college graduates to become license-eligible peace officers in the state. Law enforcement agencies may apply for reimbursement grants up to \$50,000 per eligible candidate for the cost of educating, training, and paying an eligible peace officer candidate until the candidate is licensed by the board as a peace officer. An agency may apply for more than one candidate up to a maximum of 5 candidates.

Minnesota requires those aspiring to work in law enforcement to complete an educational program certified by the Minnesota Peace Officer Standards and Training (POST) Board at a Professional Peace Officer Education (PPOE) certified institution and pass the state board exam. Licensing itself only occurs when eligible candidates are appointed to a peace officer position [and certain selection standards](#) are met.

Grantees identify eligible candidates that meet the standards for admission to a board-certified Professional Peace Officer Education (PPOE) program as well as standards for license eligibility. The eligible candidates are then registered for a cohort, by each agency executing a contract with the selected academic provider. The two schools designated as approved providers for the ICPOET program are Hennepin Technical College and Alexandria Technical and Community College. The inaugural cohorts will start in October 2024 and end in March 2025.

The Peace Officer Licensing Exam is administered to individuals who possess a post-secondary degree from a [regionally accredited](#) college or university and successfully complete a Minnesota PPOE program from a POST Board certified school. Tuition to the designated cohort hosted by one of the two approved education providers are eligible grant expenses for the grantee agency to seek reimbursement. Other eligible expenses, which are anticipated to be included in the total education cost, include books, equipment, uniforms, and other associated academic expenses.

Candidates shall be employed by the grantee during PPOE enrollment. Salary and fringe benefits for candidates are eligible grant expenses.

RFP Part 3: Application Process and Instructions

3.1 Application Deadline

Applications must be submitted using the [e-grants](#) web-based system by 4:00 pm on January 31, 2024. Applications cannot be submitted after this time. No paper submissions will be accepted.

3.2 Application Submission Instructions

Applications must be submitted via e-grants, the Office of Justice Programs (OJP) online grants management system. [E-grants](#) can also be accessed via the Office of Justice Programs [website](#). If you have never applied for a grant with the Office of Justice Programs, create a user account by clicking on the purple "New User" option in the login box in the upper right corner of the e-grants website and follow instructions to fill out the profile. Contact the e-grants Helpdesk at 1-800-820-1890 if you have login issues.

3.3 Terms and Conditions, Grant Program Guidelines, OJP Grant Manual

As part of submitting this application in e-grants the applicant agency agrees to the Terms and Conditions of OJP Grantees for applicants as well as the ICPOET Grant Program Guidelines 2024. Applicants are encouraged to print and review these documents with the appropriate agency staff prior to submitting the application in e-grants. If selected for funding, the grantee will need to submit required certifications. Grantees agree to follow the OJP [Grant Manual](#), which provides basic information on policies and procedures for grant administration. These documents become, by reference, part of the formal grant contract agreement.

3.4 Application Content

The application consists of the following required parts; any missing part will prevent the application from submission.

A. Project Information Form

Input this information directly into the form in e-grants and it will be used as the cover sheet for the application. You will need:

- Contact information for the Fiscal Agent, including federal and state identification numbers.
- Authorized representative information (the person/s responsible for signing the grant agreement)
- Contact information for agency representative designated as project contact
- Financial agent contact information
- Project information

B. Intensive Comprehensive Peace Officer and Training Information Form

This form includes information around candidate recruitment (and identification), department's authorized and actual hiring levels, and the anticipated preferred education provider.

C. Narrative (20 points):

Address the following in a three-page maximum Word document with $\frac{3}{4}$ " margins, single-spaced and with a 12-point font size. When ready to submit, upload the narrative as an attachment in e-grants.

The narrative should address the following issues:

- Elaborate on any information provided in ICPOET Information Form.
- Description of your plan to recruit, educate and train highly qualified two- and four-year college graduates for the Intensive Comprehensive Peace Officer Education & Training program; include details around recruitment and selection process.
- Overview of department and community demographics and any intentional recruitment of candidates reflected in Section 1.3 of the RFP.

D. Budget (5 Points):

Budget information will be entered directly into e-grants.

- Budget line items will generally include program, salary, & fringe; anticipate \$25,000 for program (tuition & related supplies) and \$25,000 for salary & fringe.
- Tuition expenses should be listed under program expenses. More specifics will be available after grants awarded.
- Each candidate requested should have individual line items for program, salary & fringe.
- Include candidate's actual pay & fringe calculations for the position.
- Note that source documentation will be required for all items reimbursed.

Enter the budget directly into e-grants. Directions for entering the budget are available in the [Application Guide](#).

E. Organizational Financial Information Form

This Information will be entered into e-grants form.

1. *OJP Grantee Status (active grant in last 12 months or not)*
2. *Fiscal Information*
 - A. Accounting basis.
 - B. Organization's Fiscal year time-period.
 - C. Total revenue last completed fiscal year.
 - D. Total federal expenditures (only from federal sources) last completed fiscal year.
 - E. How often financial document are produced.
 - F. Nonprofits only: Most Recent IRS Form 990.
 - G. Nonprofits only: Date and status of annual financial filing
 - H. Nonprofits only: Upload evidence of good standing with the Secretary of State
 - I. Allocation method document (if applicable)
3. *Financial Document*

Upload the financial document(s) applicable to your organization:

 - Agency with annual revenue under \$50,000
 - Statement of Financial Position (Balance Sheet)
 - Statement of Activity (Income and Expense Statement)
 - Agency with total annual revenue of over \$750,000, but with federal expenditures less than \$750,000
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Answer yes or no to the following statements:

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- We have separate accounts for different programs/revenue sources to prevent commingling of funds.
- Our organization uses a daily time tracking log for each position being paid using multiple sources of funding.
- Our organization has a paid bookkeeper.
- Our organization has an approval process that requires multiple approvals before funds can be expended.
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- We have had more than one administrative turnover in the past 12 months (defined as anyone involved in working on or managing grants)
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- Narrative addressing questions listed above must be uploaded
- Budget with calculations included
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- **Pre-Award Risk Assessment and Financial Review.** In accordance with state and federal grant management policies it is required to consider a grant applicant's past performance before awarding subsequent grants to them.
- **Minnesota's Commitment to Diversity and Inclusion in Procurement**
The State of Minnesota is committed to diversity and inclusion in its public procurement process. The goal is to ensure that those providing goods and services to the State are representative of our Minnesota communities and include businesses owned by minorities, women, veterans, and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides for additional options and greater competition in the marketplace, creates stronger relationships and engagement within our communities, and fosters economic development and equality.
To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296- 2600 or go to the [OEP website](#).
- **Grant Contract Process.** After being selected for funding, OJP staff will work with the applicant to negotiate a final budget. The formal grant contract consists of the Grant Agreement, the Terms and Conditions, the Program Guidelines, and budget. The Grant Agreement will be initiated, signed by grantee and OJP, and once fully executed it is then a legally binding agreement. Grant agreements not signed within 30 days of receipt may be canceled.
- **Progress Reporting.** Grantees will be required to submit quarterly progress and expense reports with supporting reimbursement documentation and one final report with the POST number for each candidate and any outstanding supporting reimbursement documentation.
- **Grant Payments.** This is a cost reimbursement grant. Grantees will only be paid for eligible expenses that are incurred and are consistent with the negotiated budget.
- **OJP Grant Manual.** Grantees, grantee subgrants and contracts agree to follow the OJP Grant Manual as part of the application process. The manual is a resource for how our office manages grants and covers topics such as grant administration policies, program modification policies, general accounting requirements, etc. [OJP Grant Manual](#)

RIGHT OF CANCELLATION

The State reserves the right to cancel this solicitation if it is considered to be in its best interest. The State reserves the right to negotiate modifications to the application or to reject any and all applications received as a result of this Request for Proposals. The State does not intend to award a grant contract solely on the basis of any response made to this request or pay for information solicited or obtained.

EXHIBIT B

GRANT CONTRACT AGREEMENT

DocuSign Envelope ID: 7243D73C-20F9-47DA-9E73-DAEASCC877C3

	Grant Contract Agreement	Page 1 of 2
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Minnesota Department of Public Safety ("State") Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Intensive Comprehensive Peace Officer Education and Training 2024 Grant Contract Agreement No.: A-ICPOE-2024-FARIBAPD-009				
Grantee: City of Faribault, Police Department 208 NW 1st Avenue Faribault, Minnesota 55021	Grant Contract Agreement Term: Effective Date: 6/1/2024 Expiration Date: 6/30/2025				
Grantee's Authorized Representative: John Sherwin, Police Chief City of Faribault, Police Department 25 NW 4th Street Faribault, Minnesota 55021 (507) 334-0920 jsherwin@ci.faribault.mn.us	Grant Contract Agreement Amount: <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Original Agreement</td> <td style="width: 20%; text-align: right;">\$100,000.00</td> </tr> <tr> <td>Matching Requirement</td> <td style="text-align: right;">\$0.00</td> </tr> </table>	Original Agreement	\$100,000.00	Matching Requirement	\$0.00
Original Agreement	\$100,000.00				
Matching Requirement	\$0.00				
State's Authorized Representative: Kristin Lail, Grants Specialist Coordinator Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 230-3358 Kristin.lail@state.mn.us	Federal Funding: CFDA/ALN: None FAIN: N/A State Funding: Minnesota Session Laws of 2023, Chapter 52, Article 2, Section 3, Subdivision 8. Special Conditions: None				

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Terms: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:
 Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Intensive Comprehensive Peace Officer Education and Training 2024 Application ("Application") which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota, 55101-2139. The Grantee shall also comply with all requirements referenced in the Intensive Comprehensive Peace Officer Education and Training 2024 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

DPS Grant Contract Agreement Non-State (rev. September 2022)



Grant Contract Agreement

Page 2 of 2

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.13.

Signed: Patti Hagen
Digitally signed by Patti Hagen
 Date: 2024.04.25 10:14:10
 425100
 Date: _____

3. STATE AGENCY

Signed: Cecilia Miller
Digitally signed by Cecilia Miller
 Date: 2024.04.24 17:44:32
 426130
 (with delegated authority)
 Title: Grants Director
 Date: 4/24/2024

Grant Contract Agreement No / P.O. No. A-ICPOE-2024-FARIBAPD-009 / 3-94613

Project No.(indicate N/A if not applicable): N/A

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: Kevin F. Voracek
APR 25 2024 10:14:10
 Print Name: Kevin F. voracek
 Title: Mayor
 Date: 4/22/2024

Delegated by
 Signed: Jessica L. Kinser - City Administrator
APR 25 2024 10:14:10
 Print Name: Jessica L. Kinser - City Administrator
 Title: City Administrator
 Date: 4/22/2024

Signed: _____
 Print Name: _____
 Title: _____
 Date: _____

Distribution: **DPS/FAS**
 Grants
 State's Authorized Representative

DPS Grant Contract Agreement Non-State (rev. September 2022)

Organization: Faribault Police Department

A-ICPOE-2024-FARIBAPD-009

Budget Summary

ICPOE: ICPOE				
Budget Category	Award			
Personnel				
Fringe benefits for recruit #1	\$9,000.00			
Fringe benefits for recruit #2	\$9,000.00			
Payroll for recruit #1	\$20,160.00			
Payroll for recruit #2	\$20,160.00			
Total	\$58,320.00			
Program Expenses				
School tuition, books and miscellaneous school expenses such as uniforms for recruit #1	\$20,800.00			
School tuition, books and miscellaneous school expenses such as uniforms for recruit #2	\$20,800.00			
Total	\$41,200.00			
Other Expenses				
Travel Expenses	\$480.00			
Total	\$480.00			
Total	\$100,000.00			

03/29/2024

Page 1 of 1



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: October 22, 2024
SUBJECT: Resolution 2024-206 Approve Street Closure for Peace Lutheran Church and Preschool Trunk or Treat

Background:

JoAnna Lane, on behalf of Peace Lutheran Church and Preschool, has contacted us regarding a street closure to host a Halloween Trunk or Treat event. The Trunk or Treat event will be held on Thursday, October 31, 2024.

They are requesting to close 6th Avenue SW between 2nd Street SW and 3rd Street SW from 5:15 p.m. to 8:00 p.m. This is the block in front of Peace Lutheran Church/Preschool and their parking lot.

Recommendation:

Approve Resolution 2024-206 Approve Street Closure for Peace Lutheran Church & Preschool Trunk or Treat.

Attachments:

1. Resolution 2024-206 Approve Street Closure for Peace Lutheran Church & Preschool Trunk or Treat
2. Street Closure Request

CITY OF FARIBAULT

RESOLUTION #2024-206

**APPROVE STREET CLOSURE FOR PEACH LUTHERAN CHURCH
AND PRESCHOOL TRUNK OR TREAT**

WHEREAS, Peace Lutheran Church and Preschool is hosting a Trunk or Treat on Thursday, October 31, 2024; and

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

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

NOW, THEREFORE BE IT RESOLVED, that 6th Avenue SW from 2nd Street SW to 3rd Street SW will be closed from 5:15 p.m. to 8:00 p.m. on Thursday, October 31, 2024, for the Peace Lutheran Church and Preschool Trunk or Treat.

Adopted: October 22, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica Kinser, City Administrator



Street Closure Application

(I) (we) hereby request consideration for closure of

213 6th Ave SW

Street Address

between

2nd St. SW

(Street Name)

and

3rd St. SW

(Street Name)

for

Peace Lutheran Church ? Preschool Trunk or Treat

(description of event)

between the hours of

5:15 pm

and

8pm

on

Date:

Oct. 31st 2024

Applicant information:

Name:

JoAnna Lane

Address:

213 6th Ave SW Faribault

Phone:

952-200-6400

2nd Contact person:

Name:

Matthew Lane

Address:

213 6th Ave SW

Phone:

507-340-4744

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

This application has been reviewed and approved on:

By:

Public Works Department

By:

Fire Department

By:

Police Department



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: October 22, 2024
SUBJECT: Approve Hold Harmless and Indemnification Agreement with the Faribault Chamber of Commerce

Background:

The Faribault Area Chamber of Commerce will be holding an event on December 7, 2024, at 20-28 3rd Street NW. On August 14, 2024, the City Council approved an Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License. Since this event will be held on City-owned property, a Hold Harmless and Indemnification Agreement is required.

Recommendation:

Approve agreement.

Attachments:

1. Hold Harmless-Indemnification-Chamber December

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Hold Harmless and Indemnification Agreement (“Agreement”) is made this 22nd day of October, 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 20-28 3rd Street NW, December 7th, 2024 from 1:00 pm to 11:59 pm (the “Event”); and

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

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

AGREEMENT

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

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

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Its: Mayor

By: _____
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: Travis Block, Public Works Director
MEETING DATE: October 22, 2024
SUBJECT: Approve Quote for Stormwater Outfall Materials at Water Reclamation Facility

Background:

A stormwater outfall located behind the yard waste site at the Water Reclamation Facility (WRF) draining river water from the area after a flooding event is inadequate and needs to be upsized. The size increase is necessary to reduce the amount of time it takes to drain the area and allow timely access to the brush site. The current outfall pipe is six inches in diameter. It is proposed to be replaced with a twenty inch pipe.

DSG, Otsego, MN has provided a quote for \$23,068.51 for the necessary materials. Funding will be provided by the Sewer Fund (602). Installation will occur in the late fall or early winter.

Recommendation:

Approve Quote for Stormwater Outfall Materials from DSG, Otsego, MN,

Attachments:

1. DSG Quote



DSG - MONTICELLO
7505 KADLER AVE NE
OTSEGO, MN 55362
Phone 763-295-3588
Fax 763-295-3589



Quotation

EXPIRATION DATE	QUOTE NUMBER
11/09/2024	S104140669
WRITER	PAGE NO.
Andy Ostendorf andy.ostendorf@dsgsupply.com	1 of 2

QUOTE TO:

SHIP TO:

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

CITY OF FARIBAULT-WW
1200 BELVIEW TRAIL
FARIBAULT, MN 55021-8582

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON		
59075		20" STORM GATEVALVE				Jeff Dale		
ORDERED BY			SHIP VIA		TERMS		QUOTE DATE	FREIGHT ALLOWED
			ROUTE TRUCK SE		Net 25th Prx		10/10/2024	No
ORDER QTY	DESCRIPTION					PART NO	Unit Price	EXT PRICE
	SHIPPING INSTRUCTIONS LEAD TIMES FOR MANUFACTURE SOVAL GATE VALVE NON-UL/FM- 4-5 WEEKS DUCTILE CL53 - IN-STOCK MANUFACTURE **ESTIMATED FREIGHT CHARGE IS FOR IN-BOUND DUCTILE ONLY FROM OHIO** **NO OUT-BOUND FREIGHT CHARGE FOR FREIGHT COMING BY DSG TRUCK** SOLVAL 20" GATE VAVLE AWWA C-515							
1ea	20" MJ RW NRS AWWA C-515 NON-UL/FM (SOLVAL) * Item not returnable without RGA *					749136	7985.058/ea	7985.06
	.							
	DUCTILE IRON- CL53 - IN-STOCK MANUFACTURE							
56ft	20" X 18' PO CL52 DIP CL SC/SC Y					371348	168.391/ft	9429.89
	.							
	ACC. FOR GATE VALVE							
2ea	20" MJ PLAIN RUBBER GASKET					994	31.516/ea	63.03
2ea	20" MJ EBAA MEGALUG PVC DOMESTIC					48213	456.771/ea	913.54
2ea	20" MJ EBAA MEGALUG DIP DOMESTIC					48152	392.971/ea	785.94
28ea	3/4"X 4-1/2" COR-BLUE MJ T-BOLT w/HEAVY NUT					24169	8.994/ea	251.82
1ea	20" METAL VALVE BOX ADAPTOR F/#6 BASE (AFC-MUELLER)					349499	150.300/ea	150.30
1ea	6860 G VALVE BOX COMPLETE(DOMESTIC) (LIDW+26THD+24EXT+36B+#6BASE) Kit Components 1 36B 6860 HD VALVE BOX BOTTOM(G) (DOMESTIC) 1 26T 26" HD VALVE BOX TOP (DOMESTIC) 1 #60 24" HD VALVE BOX EXT 6850/6860(SCREW TYPE)(DOMESTIC) 1 #6 HD VALVE BOX BASE (TYLER DOMESTIC) 1 5-1/4" HD DROP LID (WATER) (DOMESTIC)						488.932/ea	488.93
	Subtotal -----							20068.51
	.							
	ESTIMATED IN BOUND DUCTILE FREIGHT CHARGE							
1ea	FREIGHT CHARGE INBOUND					226417	3000.000/ea	3000.00
	Subtotal -----							3000.00

** Continued on Next Page **



Quotation

EXPIRATION DATE	CUSTOMER PO NUMBER	QUOTE NUMBER	PAGE NO.
11/09/2024	20" STORM GATEVALVE	S104140669	2 of 2

ORDER QTY	DESCRIPTION	PART NO	Unit Price	EXT PRICE

TAX IS NOT INCLUDED IN PRICE ON BID/QUOTE
All quotations are made in accordance with our interpretation of the plans and specifications and include only the materials listed, subject to correction for errors. Deviations in quantities may modify prices quoted. Unless otherwise noted: all prices are subject to change without notice and are void unless accepted within 30-days from the date. In the event of a price increase, any unfilled portion of any order will be billed at the price in effect at the time of shipment. DSG shall not be liable for failure to deliver or delivery performance due to causes beyond our reasonable control. A Summary of DSG standard terms & conditions of sales can be found at www.dsgsupply.com/terms.

Subtotal	23068.51
S&H Charges	0.00
Amount Due	23068.51



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: October 22, 2024
SUBJECT: Resolution 2024-207 Declare Desk as Surplus and Donate to the Rice County Historical Society

Background:

The desk that was in the City Council Chambers has been sitting in the first floor hall since the City Hall remodel began. This desk does have historical significance in that it was used in the trial of the Younger Brothers. We currently do not have a need for it in City Hall. I have contacted the Rice County Historical Society, and they have the space to take the desk and put it on display. In order to donate it to them, we need to declare the item as surplus.

Council discussed this at their October 15th Work Session and agreed to declare the desk as surplus and donate it to the Rice County Historical Society.

Recommendation:

Approve Resolution 2024-207 declaring the desk as surplus and donating it to the Rice County Historical Society.

Attachments:

1. Resolution 2024-207 Declare Desk as Surplus and Donate to the Rice County Historical Society

CITY OF FARIBAULT

RESOLUTION #2024-207

DECLARE DESK AS SURPLUS AND DONATE TO THE RICE COUNTY HISTORICAL SOCIETY

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

WHEREAS, when items are no longer needed they must be disposed of in accordance with State Law; and

WHEREAS, the Rice County Historical Society is interested in obtaining a desk used in the Younger Brothers Trial.

NOW, THEREFORE BE IT RESOLVED that the Faribault City Council declares a desk as surplus and will donate it to the Rice County Historical Society for display.

Adopted: October 22, 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: Heather Slechta, City Clerk
MEETING DATE: October 22, 2024
SUBJECT: Resolution 2024-208 Establishing a Fee Schedule for Administrative Citations

Background:

Ordinance 2024-11 approved on July 23, 2024, established an administrative fine program within the City of Faribault. Since that time, Staff have reviewed the City Code of Ordinances to create a list of potential administrative violations and suggested fines. At the October 15, 2024, City Council Work Session, the Council reviewed the list of violations and the suggested fines and supported moving forward with the recommendations. The attached fee schedule, if approved, will be added as an attachment to the Council approved 2024 Fee Schedule.

Recommendation:

Approve Resolution 2024-208

Attachments:

1. Resolution 2024-208 Establishing a Fee Schedule for Administrative Citations

CITY OF FARIBAULT

RESOLUTION #2024-208

ESTABLISHING A FEE SCHEDULE FOR ADMINISTRATIVE CITATIONS

WHEREAS, the City Council recently enacted an Administrative Citations Ordinance establishing an administrative process for violations of the Faribault Code of Ordinances; and

WHEREAS, the Council must adopt a fee schedule establishing penalties for such violations.

NOW, THEREFORE BE IT RESOLVED, that the attached fee schedule, Attachment A is hereby adopted.

Date Adopted: October 22, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Attachment A
Administrative Penalty Fee Schedule

City Code Section	Description of Violation	Penalty Amount
Chapter 7	All violations, except otherwise stated	\$ 100.00
Chapter 10	All violations, except otherwise stated	\$ 100.00
Chapter 11	All violations, except otherwise stated	\$ 100.00
Chapter 12	All violations, except otherwise stated	\$ 100.00
Chapter 14	All violations, except otherwise stated	\$ 100.00
Chapter 16	All violations, except otherwise stated	\$ 100.00
Chapter 16	Exposed accumulation of decayed or unwholesome food or vegetable matter	\$ 50.00
Chapter 16	Public nuisances affecting health	\$ 50.00
Chapter 16	All noxious weeds and other rank growths of vegetation upon public or private property, except as otherwise permitted by chapter 31 of the City Code	\$ 50.00
Chapter 16	Dense smoke, noxious fumes, gas and soot or cinders in unreasonable quantities	\$ 50.00
Chapter 19	All violations, except otherwise stated	\$ 100.00 per day
Chapter 25	All violations, except otherwise stated	\$ 100.00
Chapter 27	All violations, except otherwise stated	\$ 100.00
Chapter 28	All violations, except otherwise stated	\$ 100.00
Chapter 28	Stormwater Pollution Prevention and Wetland Protection	\$ 100.00 per day/per violation
Chapter 28	Illicit Discharge and Illicit Connections to the Storm Drain System	\$ 100.00 per day
Chapter 31	All violations, except otherwise stated	\$ 50.00
UDO	All violations, except otherwise stated	\$ 100.00



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: October 22, 2024
SUBJECT: Approve Task Order No. 13 with Foth for Airfield Pavement Rehabilitation Planning Services at the Airport

Background:

Attached is a copy of Task Order No.13 with Foth (engineering consultants for the Municipal Airport), for a planning services contract for \$38,000.00. The task order includes the scope of services for planning an airfield pavement rehabilitation project that is included in the proposed 2025 Budget and CIP. Under the proposed project, pavement on the apron and adjacent taxi-lanes will be rehabilitated, and drainage improvements would be made to extend the pavement life cycle.

The task order includes the necessary coordination of approvals with the Federal Aviation Administration (FAA) and Minnesota Department of Transportation (MnDOT), surveying and mapping, geotechnical services, environmental review, Disadvantaged Business Enterprise (DBE) program updates and preliminary design for the project. These services will be reimbursed under the grant funding for the project at the rate of 92/2.5/2.5% Federal, State and Local split. The preliminary cost estimate for the project is \$1.3M (92/2.5/2.5%). Funding will be provided by the Airport Fund (225).

Project and grant approval, final design and construction will take place in 2025. The approval of Task Order No. 12 is necessary to begin planning in 2024 to ensure the project complies with the federal fiscal year 2025 timeline.

Recommendation:

Approve Task Order No.13 with Foth for Airfield Pavement Rehabilitation Planning Services at the Airport

Attachments:

1. Task Order 13 - FBL - Pavement Rehab Planning

TASK ORDER NO. 13

For

Foth Infrastructure & Environment, LLC

In accordance with Section 1 of the Agreement between CITY and Consultant for Aviation Planning, Engineering and Surveying Services dated December 23, 2019 ("Agreement"), CITY and Consultant agree as follows:

Specific Project Data

A. Title: **Airfield Pavement Rehabilitation Planning**

B. Description:

The City of Faribault desires to rehabilitate aging airfield pavement on the apron and taxiways. The project limits are to be established by this task order, with necessary field investigations and coordination with the FAA and MNDOT to gain approval for a project which will be designed and constructed in 2025. Total available funds for project construction are approximately \$1,000,000.

1. Services of Consultant

See Attachment No. 1 – Scope of Services

2. CITY's Responsibilities

CITY's responsibilities in accordance with Section 3, of the Contract between Owner and Consultant for Professional Services dated December 23, 2019.

3. Times for Rendering Services

<u>Task</u>	<u>Completion Date</u>
Survey and Geotechnical Field Work	November 15, 2024
CATEX Submission	November 22, 2024
Preliminary Engineering	December 6, 2024

4. Payments to Engineer

METHOD OF PAYMENT, LUMP SUM:

The total compensation for services identified under Section 1 of the Task Order shall be \$38,000 based on the following distribution:

PHASE	COMPENSATION
Project Management	\$8,000
Survey and Mapping	\$6,000
Geotechnical	\$10,000
CATEX	\$8,500
Preliminary Design	\$5,500
Total	\$38,000

5. List of Subconsultant's as it pertains to this Task Order:

Jones, Haugh, & Smith – Survey and Mapping

Braun Intertec – Geotechnical

The Effective Date of this Task Order is October 22, 2024.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Task Order in duplicate on the respective dates indicated below.

CITY: **City of Faribault**

ATTEST:

Kevin F. Voracek, Mayor

Jessica Kinser, City Administrator

Date: _____

Consultant: **Foth Infrastructure &
Environment, LLC**

Adam Wilhelm, Client Director

Date: _____

ATTACHMENT NO.1 - SCOPE OF SERVICES

Airfield Pavement Rehabilitation Planning

The scope of services to be performed by the Consultant includes all detail work, services, materials, equipment and supplies necessary to provide the scope of work outlined below for project planning activities in support of a project to rehabilitate apron and taxiway pavements. The estimated project construction budget is approximately \$1,000,000, with funding from FAA Airport Improvement Program, FAA Airport Infrastructure Grant, State of Minnesota, and local funding. Refer to Exhibit 1 for project definition exhibit.

The Consultant shall complete the scope of services in accordance with generally accepted standards of practice and shall include all work necessary to complete the tasks outlined in this agreement.

TASK A – PROJECT MANAGEMENT

A1.0 PROJECT ADMINISTRATION

A1.1 Project Management and Administration

The Consultant shall be responsible for the development and tracking of the scope of services for the duration of this contract. This includes task identification, staff scheduling and coordination, project communications, monthly progress reporting and invoicing and other important elements of the project. The duration is assumed to be 3 months.

A1.2 Project Development Team Meetings

The Consultant will maintain communications with the Project Development Team (PDT). The PDT will include the Faribault Municipal Airport (commission, city staff, FBO, and/or tenants), the Consultant, and Subconsultants. The Consultant and the PDT will meet periodically to review progress and to discuss specific elements of the design. The meetings will also serve to establish schedules, verify project goals, promote a dialog between the various entities, improve the decision-making process, and expedite design development. The Consultant will prepare minutes of meetings and keep documentation of other communications. For budget purposes, it is assumed that one meeting will be held, and the meeting will be attended by an average of two staff members of the Consultant.

The following project meetings are included with the Scope of Services:

- ✧ Kickoff meeting with on-site review of project – 1 meeting

A1.3 FAA Coordination

During the course of the scope of services the Consultant will communicate with the FAA Great Lakes Region on design details and coordination issues. The Airport will be included in all communications, and communication on program direction, funding, and schedule will originate from the Airport. Anticipated coordination items for the project include:

- ✧ Project definition exhibit with eligibility and cost estimate
- ✧ Environmental documentation, Categorical Exclusion (CATEX)

A1.4 Update DBE Program

The Consultant will update the City of Faribault DBE program to meet the current FAA AIP requirements. Updated DBE program will establish the overall program goal, and the project DBE goal. The City of Faribault shall provide historical information concerning awarded federal projects, past DBE goals and accomplishments, and a copy of the current DBE program.

TASK B – SURVEY AND MAPPING

B1.0 DESIGN SURVEYS

The Consultant will perform field and office tasks required to collect additional topographic information deemed necessary to complete the scope of services. The Airport will provide any available mapping of the project area. The specific survey tasks to be performed include the following:

B1.1 Supplemental Control Surveys

The Consultant will utilize existing Primary Airport Control (PAC) and Secondary Airport Control (SAC) point(s) if available, in establishing supplemental survey control points for the project. Horizontal control will be in state-plane coordinates and vertical control per USGS datum.

B1.2 Supplemental Topographic Survey

The Consultant will perform topographic surveys required to establish accurate locations of pavement features, storm sewer pipes and structures, buildings, underground utilities, and ground topography within the project limits.

TASK C – GEOTECHNICAL SERVICES

Consultant will complete geotechnical exploration for the rehabilitation of the apron and taxiways defined as the project area. These services will be in general accordance with the standard specifications for airfield subsurface investigations and design. This task includes field and office services to provide a geotechnical analysis.

C1.1 Pavement Core and Soil Boring

The task involves obtaining seven pavement cores and soil borings to a depth of ten feet below existing pavement elevation for purposes of verifying existing pavement section, use in subgrade condition and pavement design parameters, laboratory testing and engineering analysis. The geotechnical exploration will include coordination of traffic control measures and arranging utility locates to access the boring location.

Pavement core will be used for layer thickness determination and will be 6-inch diameter or smaller. The core will be visually examined and layer thickness determined. A photographic log of the core will be produced. After the core has been drilled and necessary boring operations completed, the Consultant will backfill core hole with asphalt cold mix, finish and texture the surface to match the surrounding surface.

C1.2 Geotechnical Analyses

Tests to be conducted on soil boring include moisture content tests, dry unit weight determinations, Atterberg limit tests, unconfined compressive strength tests, calibrated hand penetrometer tests, CBR value, and standard Proctor tests. These tests will aid in determining soil classification and provide data for use in the pavement analysis.

TASK D – ENVIRONMENTAL SERVICES

D1.1 Categorical Exclusion Preparation

As described in the Environmental Orders (FAA Order 1050.1F and FAA Order 5050.4B), it is anticipated that the project is eligible for a categorical exclusion (CATEX). In order for the Airport to request a CATEX determination from the FAA, the Consultant will review potentially affected environmental resources, review the requirements of the applicable special purpose laws, and consult with the FAA about the type of information needed. As part of this task, the Documented CATEX form from Appendix A of FAA ARP Standard Operating Procedure (SOP) 5.1, along with supporting documentation will be completed and submitted to the FAA Airports District Office.

TASK E – DESIGN SERVICES

E1.0 PRELIMINARY DESIGN

E1.1 Critical Aircraft Determination

The Consultant will establish the critical aircraft based on current operations, in accordance with FAA Advisory Circular 150/5000-17. This is required to determine which design group will govern for the project and to establish eligibility of the proposed project areas.

E1.2 Project Definition and Eligibility

Utilizing the information developed from the geotechnical analysis, critical aircraft determination, and coordination with the FAA and MNDOT, the Consultant will develop a project approach which addresses the greatest area of pavement for rehabilitation while meeting the project budget limitations. This task includes development of project exhibits for review by the City, Airport Manager, FAA, and MNDOT.

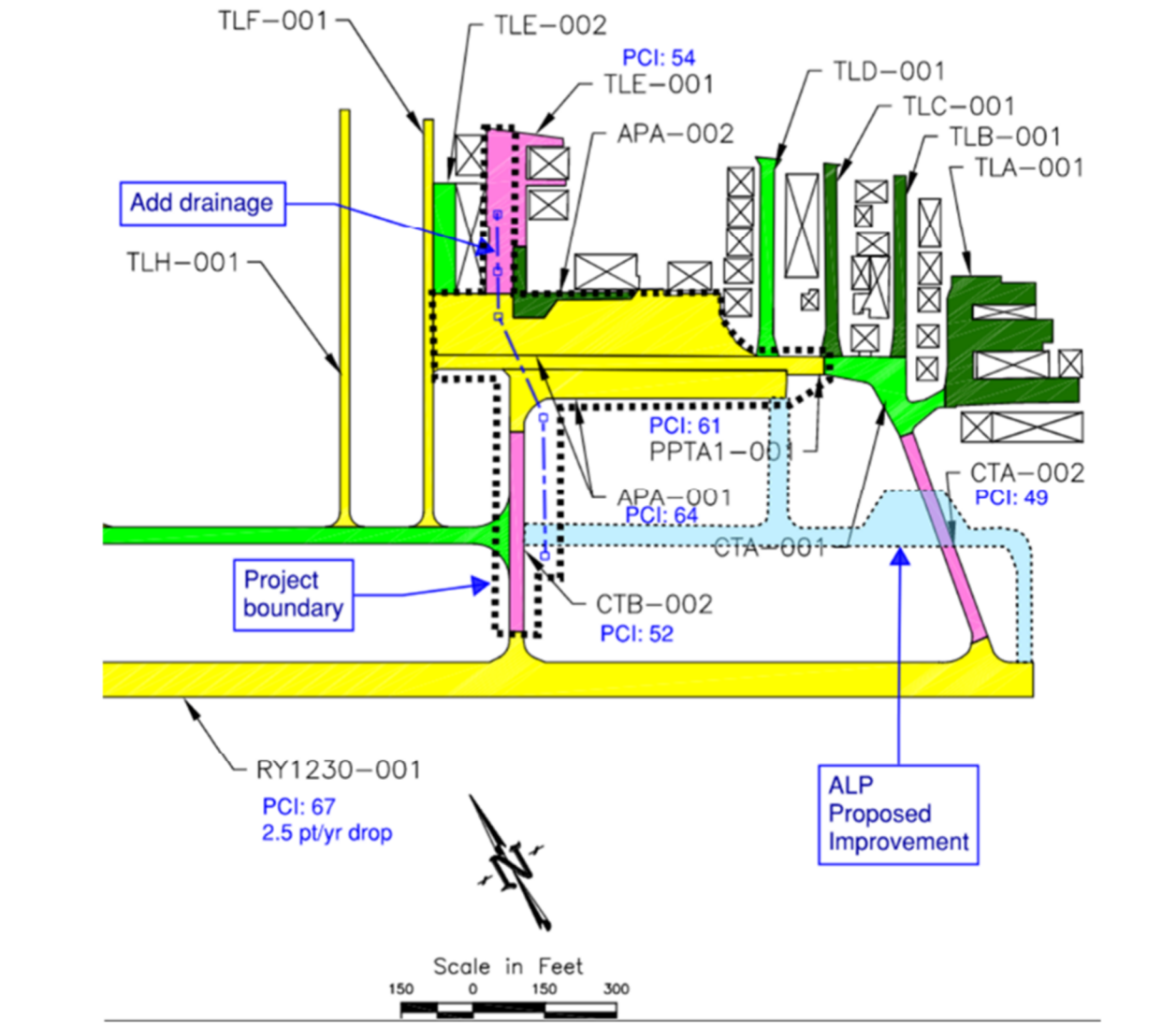
E1.3 Engineer's Opinions of Probable Project Costs

The Consultant will prepare an updated opinion of probable construction cost for the project and compare the cost to the Airport's current project budget. The Consultant will, if necessary, make recommendations pertaining to modifications in the project in order to address budgetary concerns, including potential bid alternates. The cost estimate will be based on representative major project elements, historical bid information, and current bidding climate.

Excluded Tasks

Specifically excluded from this scope of services are detailed engineering or development of project plans and specifications. A future task order will be prepared which includes these tasks once the project definition is agreed to by the City, FAA, and MNDOT.

Exhibit 1 – Project Area





Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: October 22, 2024
SUBJECT: Resolution 2024-212 Accept Donation to the 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 an anonymous donation in the amount of \$10,000.00 to reduce the swimming lesson costs for beginning swim lessons and give children the opportunity to learn to swim. This donation will provide for a 50% discount for Infant/Toddler through Level 3 swim lessons until the funds are depleted.

Recommendation:

Approve Resolution 2024-212 Accept Donation to the Parks and Recreation Department in the amount of \$10,000.00.

Attachments:

1. Resolution 2024-212 Accept Donation to Parks and Recreation Department

CITY OF FARIBAULT

RESOLUTION #2024-212

ACCEPT DONATION TO PARKS AND RECREATION DEPARTMENT

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

WHEREAS, Faribault Parks and Recreation Department received an anonymous donation of \$10,000.00 to be used to reduce the swimming lesson costs for beginning swim lessons.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes Faribault Parks and Recreation Department to accept the anonymous donation of \$10,000.00 for beginning swimming lessons.

Date Adopted: October 22, 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: Travis Block, Public Works Director
MEETING DATE: October 22, 2024
SUBJECT: Approve Petition and Waiver for Water Service Repair at 719 5th Ave. NW

Background:

Resolution 2022-229 approves the use of the miscellaneous assessment process by petition and waiver for financing the replacement of water and sanitary sewer services, using Minnesota Statute Chapter 429 and the Community Management Plan.

The Public Works Department has prepared a Petition and Waiver Agreement for repairs to the water service at 719 5th Ave. NW. The water service has failed. The property owner, Magdalena Higgins has completed a Petition and Waiver form and received a quote from Flom Septic & Drain Inc. for replacement of the water service for \$9,227.00. The final cost of the project will be entered into an agreement and assessed to the property as provided in the chart below.

Owner	Address	Purpose	Amount	Term	Rate
Magdalena Higgins	719 5 th Ave. NW	Water Service	\$9,227.000	10 Years	4.80%

Recommendation:

Approve Petition and Waiver Agreement for Water Service Repair at 719 5th Ave. NW

Attachments:

1. 719 5th Ave NW Petition & Waiver

PETITION AND WAIVER AGREEMENT

This Agreement made this 21st day of October, 2024, by and between the City of Faribault, a Minnesota municipal corporation ("City") and Magdalena Higgins a single person/husband and wife ("Owner").

RECITALS

WHEREAS, the Owner is the fee owner of certain land in Rice County, Minnesota, located at 719 5th Ave NW, PID #18.30.3.75.078 , and is legally described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the Owner has requested that the City perform certain improvements to the Property, here described: Replace 1924 lead leaking water service line ("Improvements") and the City has agreed to perform said improvements.

WHEREAS, the Owner has agreed to reimburse the City for 100 percent of the cost of the Improvements; and

WHEREAS, the Owner has requested that payment to the City of cost of the Improvements be financed by the City levying an assessment against the Property which will be payable to the City in installments over 10 years; and

WHEREAS, the Owner requests that the City construct or cause the construction of the Improvements without notice of hearing or hearing on the Improvements, and without notice of hearing or hearing on the assessment levied to finance the Improvements, and to levy 100 percent of the cost of the Improvements in a total amount of \$9227.00 against the Property as an assessment; and

WHEREAS, the City is willing to finance and construct the Improvements without such notices or hearings, provided the assurances and covenants hereinafter stated are made by the Owner to ensure that the City will have a valid and collectable assessment as it relates to the Property to receive payment for the Improvements; and

WHEREAS, were it not for the assurances and covenants hereinafter provided, the City would not construct the Improvements without such notices and hearings

NOW, THEREFORE, on the basis of the mutual covenants and agreements hereinafter provided, it is hereby agreed by and between the parties hereto as follows:

1. The Owner hereby petitions the City for construction of the Improvements. The Improvements to be constructed by the City are described as follows: Replace 1924 lead leaking water service line /Described in the document attached as Exhibit B.
2. The Owner represents and warrants that the Owner is the owner of 100 percent of the Property, that the Owner has full legal power and authority to encumber the Property as herein provided, and that as of today, the Owner has fee simple absolute title in the Property.
3. The Owner represents and warrants that the Property is not classified for tax purposes as to result in deferral of the obligation to pay the assessment; and the Owner agrees that the Owner will take no action to secure such tax status for the Property during the term of this Agreement.
4. The amount of the assessment which is to be assessed by the City against the Property is \$9227.00. The Owner requests that this amount be assessed against the Property.
5. The Owner agrees that the assessment will be payable in installments over ten (10) years. The Owner understands and agrees that the interest rate to be applied to the assessment will be four point eight (4.8) percent per annum.
6. The Owner waives the right to appeal the levy of the assessment in accordance with this Agreement pursuant to Minnesota Statutes Section 429.081, or reapportionment thereof upon land division pursuant to Minnesota Statutes Section 429.071, subdivision 3, or otherwise, and further specifically agrees with respect to such assessments against the Property or reapportionment that:
 - a. Any requirements of Minnesota Statutes Chapter 429 with which the City does not comply are hereby waived by the Owner;
 - b. The increase in fair market value of the Property resulting from construction of the Improvements will be at least equal to \$9227.00, and that such increase in fair market value is a special benefit to the Property;
 - c. Assessment of 100 percent of the cost of the Improvements against the Property is reasonable, fair and equitable and there are no other properties against which the cost should be assessed; and
 - d. The Owner further specifically waives notice and the right to appeal reapportionment of such assessment upon land division pursuant to Minnesota Statutes

Section 429.071, subdivision 3.

7. The Owner agrees that the assessment may be alternatively made against the Property pursuant to Minnesota Statutes Sections 366.011, 366.012 or 415.01, or pursuant to any other authority available to the City.
8. The Owner further agrees that payment of the assessment will continue to be the Owner's personal obligation until it is paid in full and the Owner will pay any part of the assessment which the City is unable to collect through the assessment process.
9. The covenants, waivers and agreements contained in this Agreement shall bind the successors and assigns of the Owner and shall run with the Property and bind all successors in interest thereof. It is the intent of the parties hereto that this Agreement be in a form which is recordable among the land records of Rice County, Minnesota; and the parties hereto agree to make any changes in this Agreement which may be necessary to effect the recording and filing of this Agreement against the title of the Property.
10. This Agreement shall terminate upon the final payment of the assessment levied against the Property regarding the Improvements.

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

OWNER

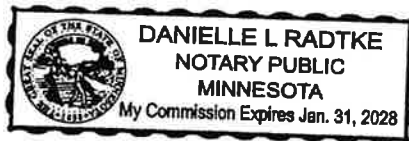
By Magna M. Higgins

Printed Name: MAGDA HIGGINS

By: _____

Printed Name: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)



The foregoing instrument was acknowledged before me this 21 day of October, 2024,
by Magna Higgins, a single person/husband and wife.

D. Radtke
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, a single person/husband and wife.

Notary Public

CITY OF FARIBAULT

By: _____

Kevin F. Voracek

Its: Mayor

By: _____

Jessica L. Kinser

Its: City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Kevin F. Voracek and Jessica L. Kinser, the Mayor and City Administrator, respectively, of the City of Faribault, a municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

Notary Public

This document was drafted by:

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

EXHIBIT A

Legal Description of the Property

Lot 4 Block 5 of PAQUINS 2ND ADD PAQUINS 2ND S55FT L4 & L5 B5

Flom Septic & Drain Inc

23220 Glynview Trail
Faribault MN 55021
507-334-7867

Estimate

Date	Estimate #
10/17/2024	394

Name / Address
Magdalena Higgins 719 5th Ave. nw Faribault MN 55021

			Project
Description	Qty	Rate	Total
Install new 1" k Cooper curbstop to house hookup to watermeter. Price includes all labor and material		9,227.00	9,227.00
		Subtotal	\$9,227.00
		Sales Tax (7.38%)	\$0.00
		Total	\$9,227.00



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: October 22, 2024
SUBJECT: Approve Petition and Waiver for Water Service Repair at 9 8th St. NW

Background:

Resolution 2022-229 approves the use of the miscellaneous assessment process by petition and waiver for financing the replacement of water and sanitary sewer services, using Minnesota Statute Chapter 429 and the Community Management Plan.

The Public Works Department has prepared a Petition and Waiver Agreement for repairs to the water service at 9 8th St. NW. The water service has failed. The property owner, Marilyn Hanson has completed a Petition and Waiver form and received a quote from Flom Septic & Drain Inc. for replacement of the water service for \$8,890.00. The final cost of the project will be entered into an agreement and assessed to the property as provided in the chart below.

Owner	Address	Purpose	Amount	Term	Rate
Marilyn Hanson	9 8 th St. NW	Water Service	\$8,890.00	10 Years	4.80%

Recommendation:

Approve Petition and Waiver Agreement for Water Service Repair at 9 8th St. NW

Attachments:

1. 9 8th St NW Petition & Waiver

PETITION AND WAIVER AGREEMENT

This Agreement made this 21st day of October, 2024, by and between the City of Faribault, a Minnesota municipal corporation ("City") and Marilyn Hanson a single person/husband and wife ("Owner").

RECITALS

WHEREAS, the Owner is the fee owner of certain land in Rice County, Minnesota, located at 9 8th St NW, PID #18.30.4.51.053, and is legally described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the Owner has requested that the City perform certain improvements to the Property, here described: Replace the 1910 lead leaking water service line ("Improvements") and the City has agreed to perform said improvements.

WHEREAS, the Owner has agreed to reimburse the City for 100 percent of the cost of the Improvements; and

WHEREAS, the Owner has requested that payment to the City of cost of the Improvements be financed by the City levying an assessment against the Property which will be payable to the City in installments over 10 years; and

WHEREAS, the Owner requests that the City construct or cause the construction of the Improvements without notice of hearing or hearing on the Improvements, and without notice of hearing or hearing on the assessment levied to finance the Improvements, and to levy 100 percent of the cost of the Improvements in a total amount of \$8890.00 against the Property as an assessment; and

WHEREAS, the City is willing to finance and construct the Improvements without such notices or hearings, provided the assurances and covenants hereinafter stated are made by the Owner to ensure that the City will have a valid and collectable assessment as it relates to the Property to receive payment for the Improvements; and

WHEREAS, were it not for the assurances and covenants hereinafter provided, the City would not construct the Improvements without such notices and hearings

NOW, THEREFORE, on the basis of the mutual covenants and agreements hereinafter provided, it is hereby agreed by and between the parties hereto as follows:

1. The Owner hereby petitions the City for construction of the Improvements. The Improvements to be constructed by the City are described as follows: Replace the 1910 lead leaking water service line /Described in the document attached as Exhibit B.
2. The Owner represents and warrants that the Owner is the owner of 100 percent of the Property, that the Owner has full legal power and authority to encumber the Property as herein provided, and that as of today, the Owner has fee simple absolute title in the Property.
3. The Owner represents and warrants that the Property is not classified for tax purposes as to result in deferral of the obligation to pay the assessment; and the Owner agrees that the Owner will take no action to secure such tax status for the Property during the term of this Agreement.
4. The amount of the assessment which is to be assessed by the City against the Property is \$8890.00. The Owner requests that this amount be assessed against the Property.
5. The Owner agrees that the assessment will be payable in installments over ten (10) years. The Owner understands and agrees that the interest rate to be applied to the assessment will be four point eight (4.8) percent per annum.
6. The Owner waives the right to appeal the levy of the assessment in accordance with this Agreement pursuant to Minnesota Statutes Section 429.081, or reapportionment thereof upon land division pursuant to Minnesota Statutes Section 429.071, subdivision 3, or otherwise, and further specifically agrees with respect to such assessments against the Property or reapportionment that:
 - a. Any requirements of Minnesota Statutes Chapter 429 with which the City does not comply are hereby waived by the Owner;
 - b. The increase in fair market value of the Property resulting from construction of the Improvements will be at least equal to \$8890.00, and that such increase in fair market value is a special benefit to the Property;
 - c. Assessment of 100 percent of the cost of the Improvements against the Property is reasonable, fair and equitable and there are no other properties against which the cost should be assessed; and
 - d. The Owner further specifically waives notice and the right to appeal reapportionment of such assessment upon land division pursuant to Minnesota Statutes

Section 429.071, subdivision 3.

7. The Owner agrees that the assessment may be alternatively made against the Property pursuant to Minnesota Statutes Sections 366.011, 366.012 or 415.01, or pursuant to any other authority available to the City.
8. The Owner further agrees that payment of the assessment will continue to be the Owner's personal obligation until it is paid in full and the Owner will pay any part of the assessment which the City is unable to collect through the assessment process.
9. The covenants, waivers and agreements contained in this Agreement shall bind the successors and assigns of the Owner and shall run with the Property and bind all successors in interest thereof. It is the intent of the parties hereto that this Agreement be in a form which is recordable among the land records of Rice County, Minnesota; and the parties hereto agree to make any changes in this Agreement which may be necessary to effect the recording and filing of this Agreement against the title of the Property.
10. This Agreement shall terminate upon the final payment of the assessment levied against the Property regarding the Improvements.

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

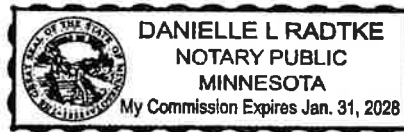
OWNER

By Marilyn Hanson
Printed Name: Marilyn Hanson

By: _____

Printed Name: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)



The foregoing instrument was acknowledged before me this 11th day of October, 2024,
by Marilyn Hanson, a single person/husband and wife.

[Signature]
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, a single person/husband and wife.

Notary Public

CITY OF FARIBAULT

By: _____

Kevin F. Voracek

Its: Mayor

By: _____

Jessica L. Kinser

Its: City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Kevin F. Voracek and Jessica L. Kinser, the Mayor and City Administrator, respectively, of the City of Faribault, a municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

Notary Public

This document was drafted by:

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

EXHIBIT A

Legal Description of the Property

Lot 5 Block 8 of PAQUINS ADD PAQUINS E2 W85FT L5 B8

Flom Septic & Drain Inc

23220 Glynview Trail
Faribault MN 55021
507-334-7867

Estimate

Date	Estimate #
10/8/2024	392

Name / Address
City of Faribault Accounts Payable 208 NW 1st Ave Faribault MN 55021

			Project
Description	Qty	Rate	Total
Install new 3/4" K Cooper curbstop to house and hookup to meter in house Price includes all labor and material and replace cocreate that is removed. Marilyn Hanson 9 8th St NW Faribault (Price good for 15 days)		8,890.00	8,890.00
		Subtotal	\$8,890.00
		Sales Tax (0.00)	\$0.00
		Total	\$8,890.00



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: October 22, 2024
SUBJECT: Resolution 2024-213 Approve Appointment of Board and Commission Members

Background:

A vacancy was declared on the Planning Commission at the October 8, 2024, City Council meeting. Staff received an application for the Planning Commission from Tina Wilson. If appointed, Wilson's term will end on January 31, 2026.

Recommendation:

Approve Resolution 2024-213.

Attachments:

1. Resolution 2024-213 Approve Appointment of Board and Commission Members

CITY OF FARIBAULT

RESOLUTION #2024-213

APPROVE APPOINTMENT OF BOARD AND COMMISSION MEMBERS

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

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

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

<u>Appointee</u>	<u>Board/Commission</u>	<u>Expiration</u>
Wilson, Tina	Planning Commission	1/31/2026

Date Adopted: October 22, 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: October 22, 2024
SUBJECT: Ordinance 2024-16 Amend Chapter 28, Division 4 of the Code of Ordinances, Regarding Disconnection of Water for Nonpayment (Second Reading)

Background:

Staffing shortages and changes in the Finance Department resulted in an examination of operations in utility billing to look for some efficiencies. The monthly process to disconnect water for non-payment only addressed about 10% of the accounts that could be disconnected in any given month, resulting in a time-consuming process for both Finance and Public Works where very little was accomplished in terms of collection of past due accounts. Instead of disconnecting water service for non-payment, staff proposed utilizing the special assessment process to place past due amounts as an assessment on the property. This would reduce the monthly activities associated with disconnection, while still providing notice to individuals that they are behind throughout the year.

Upon approval and publication, the intent is to implement this change immediately, with assessments to be presented to the Council for the November 30th assessment deadline.

Recommendation:

To approve the second reading of Ordinance 2024-16.

Attachments:

1. Ordinance 2024-16 Amend Chapter 28, Division 4 of the Code of Ordinances, Regarding Disconnection of Water for Nonpayment

**CITY OF FARIBAULT
ORDINANCE No. 2024-16**

***Amend Chapter 28, Division 4 of the Code of Ordinances, Regarding
Disconnection of Water for Nonpayment***

THE CITY OF FARIBAULT ORDAINS that the City Code of Ordinances shall be amended by the deletions of the stricken language and the additions in underlined language as follows:

Section 1. Chapter 28, Water, Division 4, Rates and Charges

Sec. 28-71. - Same—Collection; receipts for payment; delinquent list; report to city administrator; etc.

The city administrator shall receive all monies from all persons or consumers of water shown by the statement of the water division of the department of public works to be due. Upon payment by any person of the water charges so charged, the city administrator shall give such person a suitable receipt and endorse on the proper places on such statement the time and amount of such payment. ~~On the sixth (6th) day of the month after receiving copies of such statements, the city administrator shall make out and deliver to the water division superintendent a statement or list of all persons who shall have failed to make payment of water charges so charged against them. It shall be the duty of the city administrator to preserve all of the copies of statements delivered by the water division superintendent and return the same with an official receipt for the amount collected to the financial records in the office of the city administrator on or before the last day of each month.~~

Sec. 28-72. - Same—Turning off service.

(a) ~~It shall be the duty of the water division superintendent, upon receiving, pursuant to section 28-71 of this division, the list or statement of such persons who shall have failed to pay water bills by the sixth (6th) day of the month following receipt of the bill, to forthwith make a diligent effort to enforce payment, and. The failure by the a consumer to pay a service account within a reasonable time thereafter shall be deemed sufficient cause for turning off the water and implementing collection for the service to such premises. Water service will generally not be disconnected for non-payment, except in special circumstances where the integrity of the water system is in question.~~

(b) When a consumer's water has been turned off it shall not be turned on again until payment of disconnection processing fee, in addition to full payment of delinquent water rent. The disconnection processing fee shall be set by the city council in the fee schedule.

Sec. 28-73. - Same—Assessment.

Water rent shall be a charge against the owner, lessee or occupant of the premises and shall constitute a lien against the lot or parcel served and in the event of delinquency, the city administrator may commence legal action to collect such unpaid rent or certify such delinquency to the county auditor to be assessed against such lot or parcel and collected with real estate taxes.

Section 2. This ordinance amendment shall take effect and be in force after its passage and publication in accordance with Section 3.05 of the City Charter.

First Reading: October 8, 2024

Second Reading: October 22, 2024

Publication Date: October 26, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Summary Publication
CITY OF FARIBAULT
ORDINANCE No. 2024-16

***Amending Chapter 28, Division 4 of the Code of Ordinances, Regarding
Disconnection of Water for Nonpayment***

On October 22, 2024, the Faribault City Council adopted Ordinance 2024-16 Amending Chapter 28, Division 4 of the Code of Ordinances, Regarding Disconnection of Water for Nonpayment. A complete copy of the ordinance is available for public review during regular business hours at City Hall, 208 1st Avenue NW, Faribault, Minnesota.

First Reading: October 8, 2024
Second Reading: October 22, 2024
Publication: October 26, 2024



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, Community and Economic Development Director
MEETING DATE: October 22, 2024
SUBJECT: Resolution 2024-209 Approve the Assignment of an Additional Investor, Restructuring of the Ownership Entity, and Mortgage Subordination related to the Property at 311 Central Avenue

Background:

On November 28, 2023, the Faribault City Council approved Resolution 2023-232, which authorized the transfer of \$500,000 from the City's General Fund to the Faribault Economic Development Authority (the "EDA") to Administer a Special Commercial Rehabilitation Loan for Faribo Downtown Central ("FDC"). The loan agreement follows the City's Business Subsidy Policy, which requires the FDC to own the properties associated with the loan for five years. 311 Central is one of the properties that can benefit from the loan.

FDC proposes to include an additional investor in the loan agreement. FDC would have a 33% ownership stake in 311 Central Avenue. Piepho Partners, LLC, would have the remaining ownership stake. On October 17, 2024, the EDA approved a request from FDC to restructure the ownership entity associated with 311 Central Avenue. Because the City Council provided the \$500,000 loan, the City Council should also take action on FDC's request to restructure the ownership of 311 Central Avenue.

The attached resolution approves the restructuring of the ownership of 311 Central Avenue. The City Council would need to take additional action if the ownership is proposed to be changed in the future per the loan agreement terms.

Recommendation:

Resolution 2024-209 Approve the Assignment of an Additional Investor, Restructuring of the Ownership Entity, and Mortgage Subordination related to the Property at 311 Central Avenue

Attachments:

1. Resolution 2024-09

CITY OF FARIBAULT

RESOLUTION #2024-209

APPROVE THE ASSIGNMENT OF AN ADDITIONAL INVESTOR, RESTRUCTURING OF THE OWNERSHIP ENTITY, AND MORTGAGE SUBORDINATION RELATED TO PROPERTY AT 311 CENTRAL AVENUE

WHEREAS, Faribo Downtown Central, LLC ("FDC") is the current owner of the property located at 311 Central Avenue, Faribault, Minnesota (the "Property"); and

WHEREAS, On November 28, 2023, the Faribault City Council approved Resolution 2023-232, which authorized the transfer of \$500,000 from the City's General Fund to the Faribault Economic Development Authority (the "EDA") to Administer a Special Commercial Rehabilitation Loan for Faribo Downtown Central ("FDC"); and

WHEREAS, FDC has proposed the inclusion of an additional investor to the Loan Agreement and the Property along with FDC, with the ownership of the Property being restructured under a new entity, Piepho Partners, LLC; and

WHEREAS, the City Council recognizes that the restructuring of the ownership and the assignment of the Loan Agreements and the Property to Piepho Partners, LLC will facilitate further development and investment in downtown Faribault, consistent with the Council's goals; and

WHEREAS, upon the restructuring of the ownership of the Property, FDC has requested that the Property be exempted from the terms of the Loan Agreements – for this transaction - preventing the sale, transfer, or conveyance of the Property per the terms of the Loan Agreements; and

WHEREAS, FDC has also requested approval of the subordination of its mortgage on the Property to the State Bank of Faribault to secure financing necessary for the ongoing development of the Property; and

WHEREAS, the City Council has reviewed the request and determined that approving the inclusion of an additional investor, the restructuring of ownership and assignment to Piepho Partners, LLC, the exemption from sale, transfer, or conveyance of the Property under the original Loan Agreements, and the mortgage subordination aligns with the Council's goals to support the redevelopment of downtown Faribault.

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

1. The City Council hereby approves the inclusion of an additional investor, the restructuring of the ownership of the Property located at 311 Central Avenue, and assignment of the Loan Agreements referenced in the above recitals to Piepho Partners, LLC.
2. The Property located at 311 Central Avenue is hereby exempted from the terms of the Loan Agreements as to the sale, transfer, or conveyance of the Property for this transaction only.
3. The City Council further approves the subordination of the mortgage on the Property to the State Bank of Faribault to facilitate necessary financing for the ongoing development of the Property.
4. City staff and legal counsel are authorized to draft and revise all necessary Loan Agreement documents to accomplish the intent of this Resolution.
5. The recitals in the preamble of this Resolution and the exhibits attached to this Resolution, if any, are incorporated into this Resolution as if fully set forth herein.
6. The Mayor and the City Administrator are hereby authorized and directed to take any and all additional steps and actions necessary or convenient to accomplish the intent of this Resolution.

Date Adopted: October 22, 2024.

Faribault City Council

Kevin F. Voracek

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planner
MEETING DATE: October 22, 2024
SUBJECT: Resolution 2024-211 Approve COREY LEE NEWBY,
DBA URBAN FLEA MARKET Developer's Agreement

Background:

On October 8, 2024, the City Council directed city staff to work with Corey Newby, property owner at 15 3rd Ave SW, on allowing operation of the business Urban Flea Market at the subject property. The attached Resolution 2024-211 authorizes the City to execute the Developer's Agreement, which is attached to the Resolution for reference. The Developer's Agreement will allow Urban Flea Market and Corey Newby to operate on the property subject to conditions and a 9-month plan to become fully compliant with the Unified Development Ordinance.

Recommendation:

Approve Resolution 2024-211.

Attachments:

1. Resolution 2024-211 Approve COREY LEE NEWBY, DBA URBAN FLEA MARKET Developer's Agreement

CITY OF FARIBAULT

RESOLUTION #2024-211

**APPROVE COREY LEE NEWBY, DBA URBAN FLEA MARKET DEVELOPER'S
AGREEMENT**

WHEREAS, the Faribault City Council during a work session on October 8, 2024 directed City of Faribault (the "City") staff to work with the property owner at 15 3rd Ave SW, Corey Newby (the "Developer"), for development and use of the property for the business called Urban Flea Market; and

WHEREAS, the City, in consultation with the Developer prepared the Developer's Agreement attached as Exhibit A to this Resolution; and

WHEREAS, the Faribault City Council acknowledges that said Development Agreement is in a draft form that may require limited revisions before the execution and recording of the said Agreement.

NOW, THEREFORE BE IT RESOLVED, that Faribault City Council hereby approves the Development Agreement included in Exhibit A of this Resolution and authorizes City Staff and the City's Consultants to make limited revisions to the Agreement if needed to finalize the Agreement and its exhibits.

ALSO, BE IT RESOLVED, that the Faribault City Council hereby authorizes the Mayor and City Administrator to execute and record said Developer's Agreement and related agreements included in the exhibits.

Date Adopted: October 22, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A
(Attach Copy of Development Agreement)

**COREY LEE NEWBY, DBA URBAN FLEA MARKET
DEVELOPER'S AGREEMENT**

THIS DEVELOPER'S AGREEMENT (this "Agreement") dated October ____, 2024, by and between the City of Faribault, a Minnesota municipal corporation (the "City"), and Corey Lee Newby, dba Urban Flea Market, an individual (the "Developer") together with the City (the "Parties") or each a ("Party").

RECITALS

- A. The Developer is the purported fee owner of certain real property in the City of Faribault, Rice County, Minnesota (the "Property"), legally described in Exhibit A.
- B. The Developer intends to develop the Property consistent with the following:
 - 1. The Developer's Site Plan Review application (the "Application") as set forth in Exhibit C and incorporated herein by reference; and
 - 2. The Developer's Site Plan Conditional Approval (the "Approval") as set forth in Exhibit D and incorporated herein by reference;with Recitals B.1. and B.2. collectively constituting the Developer's project for the Property (the "Project").
- C. The Developer requests the issuance of a conditional, temporary certificate of occupancy (the "TCO") from the City regarding only the zoning matters set forth in this Agreement, the Application and the Approval (not building code matters), with such TCO and this Agreement

subject to Developer's full compliance with the conditions and requirements of the Approval within nine (9) months from the date of this Agreement, all as attached and set forth in this Agreement and the attached Exhibits as incorporated herein by reference.

- D. The City Council approved the Project and this Agreement in Resolution 2024-211 on October 22, 2024, (attached as Exhibit B). Said resolution (the "Resolution") is incorporated by reference to this Agreement as if fully set forth herein. This Agreement is subject to the conditions and requirements of the Authorizing Resolution, the Faribault City Code, and state statutes.

TERMS OF THE AGREEMENT

In consideration of each Party's promises as outlined in this Agreement, the Parties mutually agree to the following:

ARTICLE ONE GENERAL PROVISIONS

- 1.01. Incorporation of Recitals and Exhibits.** This Agreement incorporates its recitals and exhibits as set forth herein.

ARTICLE TWO REPRESENTATIONS AND WARRANTIES

- 2.01. City Representations and Warranties.** The City makes the following representations related to its obligations in this Agreement:

- A. The City is a municipal corporation under the laws of Minnesota.
- B. The City has the right, power, and authority to execute, deliver and perform its obligations under this Agreement.

- 2.02. Developer's Representations and Warranties.** The Developer makes the following representations related to its obligations in this Agreement:

- A. The Developer is an individual.
- B. The Developer has the right, power, and authority to execute,

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

- C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound, which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree that would prohibit the Developer's execution, performance, or transactions provided for in this Agreement.
- D. The Developer has complied with and will continue to comply with all applicable federal, state, and local statutes, laws, ordinances, and regulations, including any permits, licenses, and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property and the Public Improvements. The Developer is unaware of any pending or threatened claim of any such violation. Including the above, the Developer expressly acknowledges and agrees that it has and must at all times comply with every provision of the City's subdivision, zoning, and other related municipal code regulations.
- E. There is no suit, action, arbitration, legal or administrative proceeding, or other proceeding or governmental investigation pending or threatened against or affecting the Developer or the Property. The Developer is not in default for any order, writ, injunction, or decree of any federal, state, local or foreign court, department, agency, or instrumentality.
- F. The Developer must not make any untrue or misleading statement of material fact or omit any material fact to this Agreement or any written document that the Developer, or anyone on behalf of the Developer, will furnish.
- G. The Developer has sufficient funds or has obtained a commitment to finance the construction of the Public Improvements and other work that the Developer may undertake in conjunction with the Public Improvements.

ARTICLE THREE CONSTRUCTION IMPROVEMENTS

- 3.01. Public Improvements.** There are no proposed public improvements associated with this Development. Existing public sewer, watermain, and roads serve the Property.
- 3.02. Private Improvements.** The Developer must obtain all necessary approvals and permits from the City of Faribault and all other applicable jurisdictions before constructing any improvements on the Property.

ARTICLE FOUR ADDITIONAL PROVISIONS

- 4.01. Project Requirements.** The Developer must develop the Property consistent with the following requirements including, but not limited to:
- A. General Requirements. The Developer must satisfy, complete, and abide by all requirements in the Authorizing Resolution outlined in Exhibit B and elsewhere in this Agreement. The Developer must address all planning building permit, engineering, and other requirements and opinions as may be directed by City staff, the City Attorney, City Engineer, or others with City review and approval authority.
 - B. Specific Requirements. The Developer must develop the Property consistent with the Application, the Approval, and this Agreement.
 - C. Stormwater Operation and Maintenance Agreement. The Developer must provide stormwater facilities that serve the Property per all applicable codes and regulations in effect at the time of development or site improvements. The City Engineer must review and approve the stormwater facilities before the City will issue a building permit related to work associated with the Property. The City will not issue a certificate of occupancy for any development until the

Developer enters into a stormwater operation and maintenance agreement, if required, to the satisfaction of the City Engineer.

4.02. Access and Use of the Property During Construction. The City's right to access the Property and the Developer's responsibilities for parking, storage, and staging during construction are as follows:

- A. City Access. The Developer grants the City, its agents, employees, officials, and contractors a non-revocable license to enter the Property to perform all work, testing, and inspections deemed appropriate by the City related to the Project and the Property.
- B. Parking and Storage. The Developer must provide adequate parking and storage area for workers, equipment, construction materials, or other items associated with the Project. To the extent possible, parking, storage, and staging must occur on the Property. The Developer must submit a plan to the City Engineer that adequately depicts and defines contractor parking and all construction staging areas. The Developer must delineate all construction staging areas with appropriate construction fencing.

4.03. Payment of City Costs. The Developer must reimburse the City for its actual costs as follows:

- A. Developer's Escrow to Process the Application and this Agreement. The Developer provided the City with a \$_____.00 cash escrow to reimburse the City for its actual costs regarding the following:
 - 1. The preparation and administration of this Agreement, the Application, and other related documents, permits, and applications associated with the Project; and
 - 2. The fees and the costs of the City Attorney and other technical and professional assistance (including but not limited to the cost of City staff time) incurred or expended by the City on activities arising out of this Agreement and related undertakings.

- B. Replenishment and Return of the Developer's Escrow. Within ten (10) days of demand by the City, the Developer must pay all City costs that exceed the amount of the established escrow. The City will return all remaining escrow to the Developer after the Project's completion and after the Developer has paid all required City costs and expenses per this Agreement.
- C. City Attorney's Fees to Enforce the Agreement. If the City brings a suit or action against the Developer to enforce the terms of this Agreement, the Developer must pay the City's costs and expenses, including attorney fees.
- D. Remedy to Recover the City's Costs. If the City does not recover its costs under the provisions of this Agreement, the City may assess the Property in the manner provided by Minnesota Statutes, Chapter 429. The Developer consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments under Minnesota Statutes, Section 429.081. The amount levied, together with the funds deposited with the City under this Agreement, must not exceed the expenses incurred by the City in the completion of the Project. Further, the City may recover incurred City expenses through service charges, per Minnesota Statutes, Section 415.01, 366.011, and 366.012. Finally, the Developer agrees all such unpaid amounts constitute charges for governmental services that the City may, at its option, collect as a first in priority lien on the Property or on any other property the Developer may own in the state pursuant to Minnesota Statutes, section 514.67.
- E. Survivability of Payment of the City's Costs. This Section survives termination of this Agreement and binds the Developer, regardless of the enforceability of other provisions of this Agreement.

4.04. Building Permits and Occupancy Permits. City approval of the Project does not include City approval of a building permit. The Developer or another party applying for a building permit is responsible for paying the required fees associated with a building permit and

other deferred fees specified in this Agreement. The City will not issue a building permit for any construction associated with the Project until the following has occurred to the satisfaction of the City:

- A. This Agreement has been executed;
- B. The Developer has paid all required fees associated with this Agreement; and
- C. The Developer has fulfilled all requirements of this Agreement to the satisfaction of the City.

4.05. Indemnification. The City, its officials, agents, and employees are not liable or responsible to the Developer, the Developer's successors or assigns, the Developer's contractors or subcontractors, material suppliers, laborers, or any other person for any claim, demand, damage, or cause of action or character arising out of or because of the execution of this Agreement or the performance and completion of this Agreement. The Developer and the Developer's successors or assigns agree to protect, defend and save the City and its officials, agents, and employees harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorney fees, consulting engineering services, and other technical, administrative or professional assistance. Nothing in this Agreement constitutes a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466, or otherwise.

4.06. Developer's Default. If the Developer defaults on any work or undertaking required by this Agreement, the City may perform the work as follows:

- A. Reimbursement. The Developer must promptly reimburse the City for any expense incurred by the City.
- B. License for City Action. This Agreement licenses the City to act. The City need not obtain a court order to enter the Property to perform any work on which the Developer defaults.

- C. Completion of Project. The City may complete the Project contemplated within this Agreement.
- D. Special Assessment. The City may levy special assessments against the Property to recover its costs for performing any work on which the Developer defaults. For this purpose, the Developer, for itself and its successors and assigns, expressly waives all procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the assessed land. For itself and its successors and assigns, the Developer also waives any appeal rights otherwise available under Minnesota Statutes Section 429.081.

4.07. Miscellaneous Provisions.

- A. Complete Understandings between the Parties. This Agreement and its recitals and exhibits constitute the complete and exclusive statement of all mutual understandings between the Parties to this Agreement. This Agreement supersedes all prior or contemporaneous proposals, communications, and understandings, whether oral or written, on the subject matter.
- B. Amendment. Any amendment to this Agreement must be in writing and signed by both Parties.
- C. Assignment. The Developer must not assign any of its obligations under this Agreement without the prior written consent of the City.
- D. Agreement to Run with the Land. The Developer must record this Agreement among the land records of Rice County, Minnesota. This Agreement runs with the Property and binds the Developer and its assigns or successors in interest. Notwithstanding the preceding, no conveyance of the Property or any part of the Property relieves the Developer of its liability for the full performance of this Agreement unless the City releases the Developer in writing.

- E. Compliance with Laws and Regulations. The Developer represents to the City that the Project and the development of the Property complies with all city, county, state, and federal laws and regulations including, but not limited to, subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the Project and the development of the Property does not comply with pertinent laws and regulations, the City may not allow work on the Property until there is compliance. Upon the City's demand, the Developer must cease work until there is compliance.
- F. No Third-Party Recourse. Third parties will have no recourse against the City under this Agreement.
- G. Breach of Agreement Terms. Any breach of the terms of this Agreement by the Developer are grounds for denial of building permits.
- H. Invalidation of a Provision. The provisions of this Agreement and related documents are understood to be valid under applicable law. If a court or other competent jurisdiction invalidates any provision, that provision will be ineffective only to the extent of such invalidity. It will not invalidate the remainder of the provision or the remaining provisions of this Agreement or related documents.
- I. Choice of Law and Venue. This Agreement is governed by and construed per the laws of the state of Minnesota. The state or federal courts in Minnesota will hear all disputes, controversies, or claims arising from this Agreement. All parties to this Agreement waive any objection to the jurisdiction of these courts.
- J. Enforcement of this Agreement. No failure by any Party to enforce the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any consequent right or remedy to a breach of this Agreement, constitutes a waiver of any such breach of any other covenant, agreement, term, or condition. No such failure implies that any Party may again waive such covenant, agreement, term, or

condition.

The action or inaction of the City will not constitute a waiver or amendment to the provisions of this Agreement. Binding amendments or waivers must be in writing and signed by the Parties. The City's failure to promptly take legal action to enforce this Agreement does not provide the Developer with a waiver or release.

- K. Remedies Not Exclusive. No remedy conferred by any provision of this Agreement is the Party's exclusive remedy. In addition to the rights and remedies in this Agreement, the Parties will have all other rights and remedies provided to them by applicable law, rule, exception, or other agreement.
- L. Disclaimer of Relationships. The Developer or any third party must not deem or construe this Agreement or any act by the City or the Developer to create any relationship of a third party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.
- M. Counterparts. The Parties to this Agreement may execute in any counterparts, each of which will constitute the same instrument.
- N. Other Development Agreements. Any additional development agreements affecting the Property are incorporated in this Agreement by reference as fully included in this Agreement. If any such development agreements and this Agreement are inconsistent, the language of this Agreement will control.
- O. Administration of Data. The City will administer data provided to the Developer or received from the Developer under this Agreement per the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- P. Additional Requirements. The Developer must satisfy, complete, and abide by all requirements outlined in the Authorizing Resolution, and all adopted City ordinances and resolutions affecting the Property, all of which are incorporated herein by reference as if fully outlined in this Agreement. In

addition, the Developer must adequately address all items as may be directed by City staff, the City Attorney, the City Engineer, or others with review and approval authority for the City.

4.08. Notices and Demands. Each Party must sufficiently give, personally deliver, or deliver by registered or certified mail, postage prepaid, return receipt requested, any notice, demand, or other communication under this Agreement as follows:

A. As to the Developer: Corey Lee Newby, dba Urban Flea Market
9594 202nd Street West
Lakeville, MN 55044-9504

B. As to the City: City of Faribault
Attn: City Administrator
208 NW First Avenue
Faribault, MN 55021-5105

with a copy to: Scott J. Riggs, City Attorney
Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402-1299

Either Party may designate another address for communications as per the provisions of this Agreement.

The remainder of this page is left intentionally blank.

10.17.2024

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

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Mayor

By: _____
Jessica L. Kinser
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

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

By: _____
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

Block 4, SOUTHERN ADDITION, in the City of Faribault, Rice County, Minnesota.

DRAFT

10.17.2024

EXHIBIT B
RESOLUTION #2024-_____ APPROVE DEVELOPMENT AGREEMENT

[Insert Resolution]

DRAFT

EXHIBIT C
APPLICATION
[Insert Application]

DRAFT



Community & Economic Development Department
Planning & Zoning Division

APPLICATION FOR SITE PLAN APPROVAL

Planning Case # _____

Filing Fee \$100.00

APPLICANT	
Name Corey Newby	Email coreynewby@gmail.com
Address 9594 202nd St W Lakeville, MN 55044	Phone 952-460-0055
DEVELOPER (if different from Applicant)	
Name	Email
Address	Phone
ARCHITECT, ENGINEER, CONTRACTOR, OR OTHER CONTACT	
Name	Email
Address	Phone

Property Owner Corey Newby Email coreynewby@gmail.com

PHONE 952-460-0055 (H) _____ (W) _____ (FAX) _____

ADDRESS 9594 202nd st W, Lakeville, MN 55044

ADDRESS OF PROPERTY 15 3rd Ave SW, Faribault, MN 55021

LEGAL DESCRIPTION Lot Block 4 of SOUTHERN ADD

ACREAGE/SIZE OF PROPERTY 2 acres

CURRENT ZONING Commercial

EXISTING USE OF PROPERTY School

PROPOSED USE OF PROPERTY Retail Market
(Including number of units per acre and types of uses if mixed use)

IDENTIFY ALL ADJACENT LAND USES Residential & Institutional

SIGNATURE OF PROPERTY OWNER Corey Newby DATE 9/20/2024

SIGNATURE OF APPLICANT Corey Newby DATE 9/20/2024
(Must submit proof of property control)

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

**SITE PLAN APPROVAL
Required Submittals**

This Site Plan checklist is intended to assist applicants with identifying the information that must be included on all Site Plan applications. If you are unsure of any item listed on this checklist, please refer to the City's Unified Development Ordinance for additional information about the requirements. If a checklist item does not apply to your application, please note in the box next to the item that it does not apply "N/A". Otherwise, please clearly mark each box in the checklist to indicate that the required information has been provided. Some but not all applications will require review by the Planning Commission and City Council, some may receive administrative approval by City Staff's Development Review Committee (DRC) if authorized by ordinance. Late applications, or applications determined to be deficient or incomplete, will not be eligible to be placed on the Planning Commission agenda. Corrected application documents must be resubmitted to the Planning & Zoning Division by the initial submittal deadline for the next regularly scheduled Planning Commission meeting if applicable.

Submit digital (PDF) plan set drawn to scale and other pertinent supplemental information.

Required Documents:

- Complete application, signed, and dated;
- Required fee;
- Three (3) sets of drawings and other pertinent supplemental information that may be required Electronic version is preferred and is requested.

Site Plan - Basic Information:

- ☒ Project Narrative (Brief Description);
- ☒ Plan drawn to scale, with scale noted;
- ☒ Date and north arrow;
- ☒ Boundaries and dimensions shown graphically, along with a written legal description of the property;
- ☒ Location of streets, public trails, railroads, or waterways;
- ☒ Existing and proposed topography of the site and adjacent areas within 50 feet by contour lines at an interval of not more than 5 feet, and by use of directional arrows, the proposed flow of storm water runoff from the site;
- ☒ Location of existing and proposed structures (height and gross floor area noted), with distance from property lines noted;
- ☒ Location and dimensions of existing and proposed off-street parking and loading spaces, curb cuts, aisles, and walkways, with distance from property lines noted;
- ☒ Location, height, and material for screening walls and fences;
- ☒ Type of surfacing and base course proposed for all parking area, loading areas, and walkways;
- ☒ Location of all existing and proposed water lines, hydrants, sanitary sewer lines and storm drainage systems;
- ☒ Existing and proposed public streets or rights-of-way, easements, or other reservations of land on the site;
- ☒ Location and method of screening of outdoor trash storage areas;
- ☒ Location and size of all proposed signage – calculations;
- ☒ Location and height of proposed lighting facilities – type of fixture, photometric plan;
- ☒ Elevation views of all proposed buildings or structures, with building materials and proposed colors noted;
- ☒ Indicate the ultimate development of the site and proposed development phases when a site is to be developed in stages; and
- ☒ Landscaping plan – number, type and size of plantings and features such as fences walls etc.

❖ Required supplemental information

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

Landscape Plan

- ☐ North point and scale.
- ☐ The boundary lines of the property with accurate dimensions.
- ☐ The location of all driveways, parking areas, sidewalks, structures, utilities, or other features, existing or proposed, affecting the landscaping and screening of the site.
- ☐ The location, size, and identification of all existing trees, shrubs, and other vegetation intended for use in meeting the planting requirements of this chapter.
- ☐ The location, common name, size, and quantity of all proposed landscape materials.
- ☐ Proposed seeding or sodding plans for all disturbed areas, including the type of groundcover and method of application.
- ☐ The location and height of any proposed earth berms, fences, or other measures used to satisfy the screening requirements of this chapter.

- ☐ A vicinity map which shall include the location of any railroads, major streams or rivers, and public streets in the vicinity of the site.
- ☐ The boundaries and dimensions shown graphically, along with a written legal description of the property.
- ☐ The present and proposed topography of the site and adjacent areas within fifty (50) feet by contour lines at an interval of not more than five (5) feet (but preferably two (2) feet or less), and by use of directional arrows, the proposed flow of storm water runoff from the site.
- ☐ The location of existing and proposed structures, with height and gross floor area appropriately noted.
- ☐ The location and dimensions of existing and proposed curb cuts, aisles, off-street parking and loading spaces, and walkways.
- ☐ The location, height, and material for screening walls and fences.
- ☐ The type of surfacing and base course proposed for all parking areas, loading areas, and walkways.
- ☐ The location of all existing and proposed water lines, hydrants, sanitary sewer lines and storm drainage systems.
- ☐ Existing and proposed public streets or rights-of-way, easements, or other reservations of land on the site.
- ☐ The location and method of screening of outdoor trash storage areas.
- ☐ The location and size of all proposed signage.
- ☐ The location and height of proposed lighting facilities.
- ☐ Elevation views of all proposed buildings or structures, with building materials and proposed colors noted.
- ☐ When a site is to be developed in stages, the plan should indicate the ultimate development of the site and proposed developmental phases.

Building Construction:

- ☐ Building elevations showing materials and colors;
- ☐ Grading and Drainage Plans;
- ☐ Storm Water Management and Erosion Control Plan;
- ☐ Erosion control plan; and
- ☐ Utilities and easements

♦ **Filing fee: \$100.00** (Effective 1/1/2019)

SIGNATURE OF APPLICANT Corey Newby **DATE** 9/20/2024

Planning case # _____

10.17.2024

EXHIBIT D

Site Plan Conditional Approval

[Insert Approval]

DRAFT



Community and Economic Development Department
Planning and Zoning Division

October 15, 2024

Corey Newby
Urban Flea Market
9594 202nd St W
Lakeville, MN 55044

RE: Site Plan Conditional Approval – Urban Flea Market

Dear Corey Newby:

On October 15, 2024, the City's Development Review Committee (DRC) conditionally approved your request to reuse the first floor of the former elementary school at 15 3rd Ave SW in Faribault. This approval is limited to plans submitted on 9/27/24. The City's DRC approval is based on the following findings:

1. The site plan conditionally conforms to all applicable standards of Chapter 4 (Site Plan Review) of the City's Unified Development Ordinance;
2. The site plan conditionally conforms to all applicable regulations of the City's Unified Development Ordinance and is consistent with the applicable policies of the City's Land Use Plan;
3. The site plan is consistent with any applicable functional or special area plans or development objectives adopted by the City Council; and
4. The site plan minimizes any adverse effects of property in the immediate vicinity and minimizes congestion of the public streets.

The conditions of the site plan approval are as follows:

1. Per direction from City Council at a work session on October 8, 2024 and subsequent discussion with you on October 14, 2024, you must enter into an agreement with the city regarding the phasing of improvements associated with your use of the subject property. This agreement is required prior to issuing a building permit.

2. Approval and use of the site is limited to the first floor of the former elementary school. Expansion of use or business into other parts of the subject property (2nd floor, house of worship, residence) is not permitted as a part of this approval. Expanding the use of the property will require an updated approval, subject to full review by the DRC.
3. Due to title issues identified by the applicant for approximately 30-feet along 3rd Ave SW, the applicant must resolve said title issues as part of site plan approval. The title issues encompass the western part of the former elementary school which are proposed for utilization as a part of this submittal. If the applicant cannot resolve title issues prior to a building permit, this approval becomes limited to areas on the subject property outside of the area encumbered by title issues. Utilization of the former school within the area of title issues after receiving a building permit shall require an amendment to the site plan approval and a new or amended building permit.
4. The following amendments to the submittal must be made before submittal for building permit approval:
 - a. The curb cut on the south side of the proposed parking area must be at least 24-feet wide to accommodate two-way traffic.
 - b. Screening between the parking lot and residences across 2nd Ave SW is required and may be achieved through planting shrubs, fences, berm, or a combination of elements. Details must be included in submittal (shrub type, berm height, fence materials/height, etc.)
 - c. A separate landscaping plan must be submitted showing locations for all existing and new plantings, their dimensions, name, and determination of evergreen or deciduous. The parcel, based on the surface coverage required and the building being two stories, requires 76 base plantings for the parcel. There are currently, 14 deciduous trees, 9 coniferous trees and 71 shrubs at 18" height proposed; however, less than 1/3 are coniferous, more than 1/3 are shrubs, and less than 1/3 are deciduous, which does not meet the set proportions for the 76 required plantings. Existing plantings may meet requirements for site, but screening is still a requirement and may require additional plantings.
 - d. Screening for proposed mechanical, trash, and parcels from residential properties is required. A screened area for the mechanical is planned as proposed. A new fence is proposed to replace the existing fence on the plan submitted, but it does not detail its height or opacity as required by code. The applicant

must have a designated location for trash collection with adequate fencing per the UDO.

- e. Placement, signage, and compliant walkways and gradients for two ADA spaces are required.
 - f. All drive aisles must be 24-feet in width. The drive aisle going past the playground in the southeastern corner does not meet this requirement.
 - g. Reduce the amount of curb placed on the property in the northwestern corner of the parking area between the building on the west going north and then east to the guardrail, where curb can continue.
- 5. All site plan documents, including amendments conditioned above, and the approval letter must be submitted alongside the building permit.
 - 6. Submit and receive approval of a lighting and photometric plan, including light fixture review.
 - 7. Submit and receive approval of a sign permit prior to any sign installation. Temporary signs (banner, feather, sandwich board, etc.) are subject to UDO limitations and are not a substitute or mechanism for avoiding signage requirements.
 - 8. Work with Public Works and the City Engineer regarding an agreement for retaining on-street parking along 3rd Ave SW. The city plans to reconstruct the street in 2025 and retention of those parking spaces is contingent on an agreement with the property owner. The agreement will address the striping and pavement of the reconstructed parking spaces and maintenance.
 - 9. Any other requirements of the building code, the UDO, stormwater, or other applicable local, State, and Federal requirements are applicable.

Next steps for this project include:

- The property owner and applicant must coordinate contractors and preparation of final site and building plans.
 - o Any changes regarding plumbing may require approvals from the State prior to work and building approval. We highly recommend submitting ASAP (as of writing this letter, the State is reviewing submittals from June, so there is an approximate 3-month delay).
- The City of Faribault will continue working on an agreement as mentioned above to be reviewed, discussed, and approved by City Council in late October or early November.

- The property owner and applicant must acquire an agreement with Public Works and the City Engineer regarding retaining the parking spaces on 3rd Ave SW.
- The property owner and applicant must submit a building permit with the Building Codes Division and John Rued, Building Official.

On behalf of the City of Faribault, thank you for your efforts to reuse and enhance the former Divine Mercy property in Faribault. We thank you for your interest in locating here and look forward to seeing the adaptive reuse completed and open for business.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Harry L. Davis".

Harry Davis, AICP
City Planner

hdavis@ci.faribault.mn.us – 507.333.0388

Attachments: DRC Memo 10/15/24
P&Z Redlines
P&Z Compliance Checklist

CC: Scott Tuchtenhagen, JHS
David Wanberg, City of Faribault
Mark DuChene, City of Faribault
John Rued, City of Faribault
Scott Riggs, Kennedy & Graven
Jean Short, Kennedy & Graven
Kari Casper, City of Faribault



Staff Report to the Development Review Committee

TO: Development Review Committee
FROM: Harry Davis, City Planner
Dylan Edwards, Consultant Planner
MEETING DATE: October 15, 2024
SUBJECT: Corey Newby/15 3rd Ave SW – Application for Site Plan
Review of Urban Flea Market

Request:

Corey Newby (Applicant) requests site plan review and approval of a retail business and a new parking lot at 15 3rd Ave SW. The subject property is zoned C-2, Neighborhood Commercial and contains approximately 108,900 square feet (2.5 acres) of land, as depicted in the attached plans.



Location at 15 3rd Ave SW

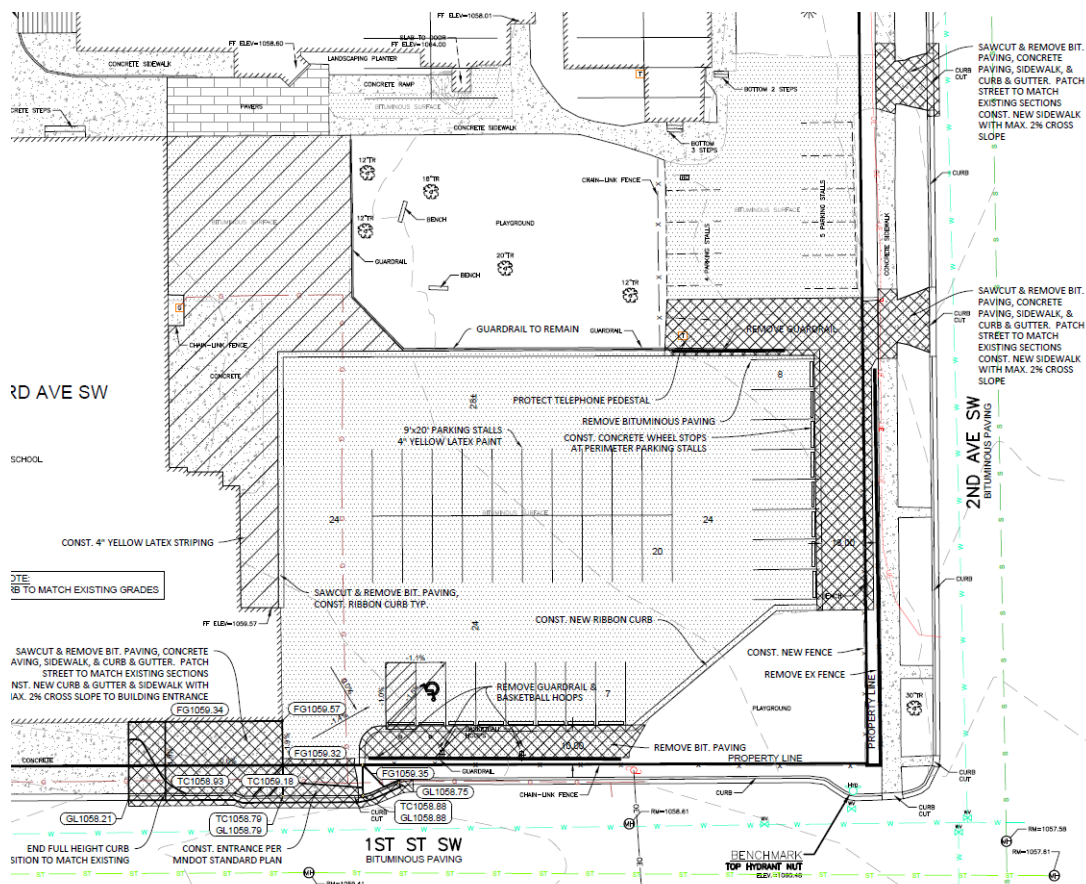
Background:

The Catholic Church of Divine Mercy of Faribault previously operated a

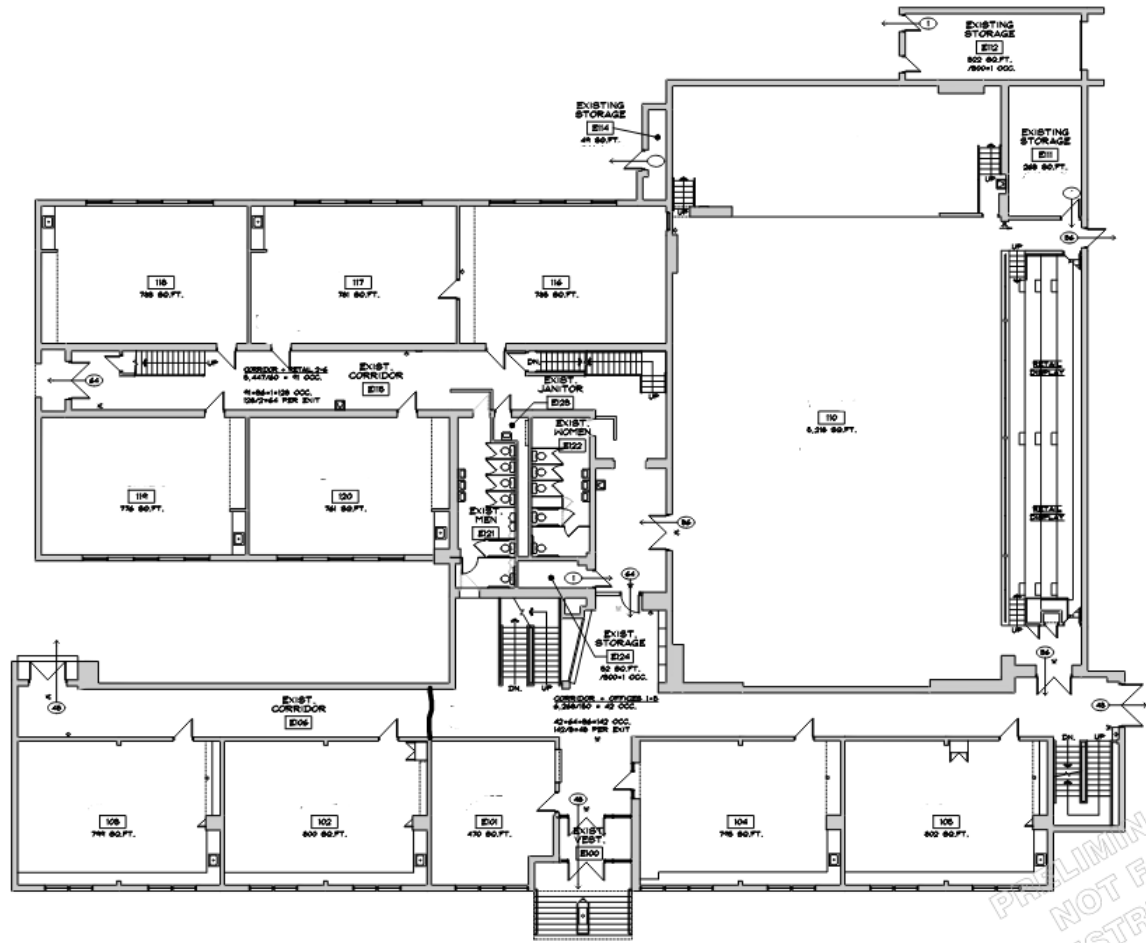
parish, rectory, and parochial school on the property until it was sold to the applicant on January 31, 2024. In early 2024, the applicant contacted city staff about operating an Urban Flea Market on the subject property, which resulted in a request to amend the comprehensive plan and zoning map. The comprehensive plan amendment regulated the land use designation of the property from institutional to commercial and the zoning map amendment rezoned the property from P/I, Public Institutional to C-2, Highway Commercial. Preceding the site plan application, the applicant submitted a variance to allow the parking lot setbacks to be 0' as opposed to the 10' required in the C-2 district and to not have parking lot curbing. Both requests are still under discussion at City Council as of publishing this report.

Project Description:

The proposal includes reusing a 5,218-square-foot portion of the former elementary school building and converting it into a sales floor for the Urban Flea Market. The applicant will also use 11,715 square feet of the building for storage (warehousing) related to the retail and online portions of their business.



Site Plan



Building Plan

Discussion:

The following provides an overview of the key planning and zoning-related items associated with:

Site Plan Review

1. Land Use. The property is zoned C-2 and permits retail and warehousing uses. The Comprehensive Plan guides the property for commercial land uses, which is also consistent with the proposal.
2. Lot Requirements. The property is large enough and has sufficient lot width to meet zoning requirements.
3. Principal Structure. The former elementary school building is well within 25-foot setbacks along 1st St SW and outside of the property along 3rd Ave SW. Staff understand that the applicant is currently working through title issues that put the elementary school outside of their described property. A condition of approval for the project and use of the existing building will require resolving title issues. Assuming the title issues can be resolved, the current building

envelope and location relative to the lot line will not require a variance for its new use. Any future expansion of the building within setbacks will require a variance.

A change of use at the parcel triggers a review of building and landscape compliance under Sec 11-90. The site will need to be improved under, but not limited to, the following aspects:

- Parking and parking lot setbacks
 - o The proposal must provide a 10-foot parking setback from ROW along 1st St SW and 2nd Ave SW for screening and landscape. Walkway for the proposed ADA spaces to connect from the spaces to the door is allowed and encouraged.
- Curb cut location and widths
 - o Both curb cuts along 2nd Ave SW are proposed to be removed. The extended curb cut along 1st St SW will be reduced in a future city reconstruction project.
- Landscaping and screening
 - o Screening between the parking lot and residences across 2nd Ave SW is required and may be achieved through planting shrubs, fences, berm, or a combination of elements. Details must be included in submittal (shrub type, berm height, fence materials/height, etc.)
 - o A separate landscaping plan must be submitted showing locations for all existing and new plantings.

4. Parking and Circulation. The submittal includes calculations for the number of parking spaces and accessible spaces.

As stated above, the property's non-conforming status will need to be improved regarding compliance with:

- Parking numbers and ADA
 - o Based on parking ratios, only 22 spaces are required, and 35 spaces are proposed.
 - o Only one space is required for ADA until the total number of spaces rises to 26, which would require an additional ADA space. As 35 are proposed, at least two are needed to be ADA-compliant
- Parking setback, space, and aisle dimensions

- Parking setback along 1st St SW and 2nd Ave SW is 10-feet, subject to the applicant's ongoing variance request. Current site dimensions, UDO parking space, and aisle dimensions can facilitate the parking setback with the variance.
- Parking space and aisle dimensions for the 90-degree spaces meet UDO dimensions at 9'x20'
- The newly constructed curb at the southwest corner of the parking lot does not have measurements; thus, it is unclear if the turn for the drive aisle meets the 24' width required.
- Curb cut size and location
 - The maximum size for curb cuts is 32 feet (applies to all existing curb cuts), and be at least 50 feet away from the intersection (applies to all curb cuts)
 - It is not noted on the plan if the remaining access will be 32' or less, as this is the maximum.

5. Landscaping and Screening. The submittal includes an inventory of existing plantings for the subject parcel. The applicant should have a separate landscape plan showing the locations of plantings, types, and dimensions for proposed and existing plantings.

As stated above, the non-conforming status of the property will need to be improved regarding compliance with:

- Landscaping and plantings
 - The parcel, based on the surface coverage required and the building being two stories, requires 76 base plantings for the parcel. There are currently, 14 deciduous trees, 9 coniferous trees and 71 shrubs at 18" height proposed; however, less than 1/3 are coniferous, more than 1/3 are shrubs, and less than 1/3 are deciduous, which does not meet the set proportions for the 76 required plantings. Existing plantings may meet requirements for site, but screening is still a requirement and may require additional plantings.
 - Existing landscaping is present on the plan; however, there are no specific locations for the remaining plantings other than the general noting of "landscape planter."
- Screening for use, mechanical, and trash

- Screening for proposed mechanical, trash, and parcels from residential properties is required. A screened area for the mechanical and trash areas is planned as proposed. A new fence is proposed to replace the existing fence on the plan submitted. However, it does not detail its height or opacity.
- The screening requirements must be met at the parcel as it abuts residential uses, and there is concern that headlights from the parking area at the subject parcel would intrude on these residential properties.
- Asphalt use and removal
 - The proposed use of the remaining asphalted areas is not included in the presented site plans and should be provided by the applicant.
 - Asphalt removals are proposed along 1st St SW and 2nd Ave SW. The removed sections include one access point to the parcel and areas along the sidewalks on both streets. The removal could be brought further west on the 1st St SW section of asphalt.
 - A prudent choice would be to use these areas of removed asphalt to incorporate greater vegetation and planting on the parcel.
 - The remaining concrete area between the playground and the former school building should be clearly marked as loading and not for parking. Signage and pavement marking is required.

The submittal is missing showing utility locations or easements as staff needs to determine if plantings are over easements or will conflict with utilities.

6. Performance Standards. The proposal lacks lighting information, including light fixtures and a photometric plan.

- Under Sec 7-30:
 - Effective buffering and screening shall be provided from adjacent properties, which includes a 6-foot tall privacy fence to screen from residential properties. Staff is not requiring a full, 6-foot-tall privacy fence

(substitution/reduction of landscape requirements under Sec 4-170) and encourages the applicant to look at other landscaping/screening as an alternative. See previous comments.

7. Signage. No signage is currently proposed. Signage is addressed in a separate permit and is not part of site plan review and approval.
8. Fencing and Gates. See landscape comments.
9. Miscellaneous. Any platted or recorded easements should be shown on the site plan.
 - The applicant will need to address title issues with the property prior to moving forward.

Development Review Committee Questions.

1. Are there any major concerns with the submittal?
2. Conditions of approval?

Recommendation:

The City Planner recommends that the applicant resubmit documents to be reviewed at a future DRC meeting, including documents addressing the title issue and landscaping and screening that meet the requirements of the UDO before further action is taken.

Attachments:

- P&Z Redlines
- P&Z Compliance Checklist

EARTHWORK NOTES:

1. CONTRACTOR TO FURNISH ON SITE GEOTECHNICAL CONSULTING ENGINEER AS REQUIRED.
2. SOIL CORRECTIONS UNDER THE PROPOSED CONCRETE & ASPHALTIC PAVEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, REMOVAL OF ALL TOPSOIL AND VISIBLY ORGANIC FILL MATERIAL.
3. CONTRACTOR TO FURNISH ON SITE GEOTECHNICAL CONSULTING ENGINEER TO COORDINATE SOIL CORRECTIONS UNDER PAVEMENTS.
4. THE SITE SHALL BE GRADED TO THE CONTOURS SHOWN AND TO PROVIDE THE DRAINAGE PATTERN SHOWN.
5. GRADE ALL AREAS TO DRAIN.
6. THE ENGINEER MAY ORDER ADJUSTMENTS TO THE GRADES SHOWN ON THE PLAN TO ENSURE PROPER OR BETTER DRAINAGE OR UTILITY COVERAGE AS WORK INCIDENTAL TO THE CONTRACT.

TURF ESTABLISHMENT

1. PROVIDE A MINIMUM OF 6" OF TOPSOIL OVER ALL AREAS DESIGNATED TO RECEIVE TURF.
2. STABILIZE ALL OTHER DISTURBED AREAS OF THE SITE NOT SHOWN TO RECEIVE SPECIAL TREATMENT ON THIS PLAN IN ACCORDANCE WITH THE LANDSCAPE PLAN OF IF NOT SHOWN, WITH HYDROSEED MIXTURE AS MNDOT RAPID STABILIZATION METHOD 3 WITH:
SEED MIX 25-131 @ 100 LB/ACRE,
FERTILIZER 22-5-10 @ 300 LBS/ACRE
TYPE 1 HYDRAULIC SOIL STABILIZER

WINTER STABILIZATION

- IN THE EVENT THAT FINAL STABILIZATION OF THE SITE HAS NOT OCCURRED PRIOR TO WINTER CONDITIONS, THE FOLLOWING ACTIVITIES WILL OCCUR:
1. STABILIZE ALL AREAS DESIGNATED TO RECEIVE TURF WITH SODDING OR SEED MIX 22-112 @ 40 LB/ACRE WITH SEED MIX 21-112 (WINTER WHEAT) @ 100 LB/ACRE, AND TYPE 1 MULCH FROZEN TO GROUND WITH WATER
 2. SPOT CHECK AND STABILIZE ALL AREAS ALREADY STABILIZED WITH THE ABOVE

Landscaping
14 - Deciduous trees - Marked on Survey/Site Plan
9 - Coniferous trees - Marked on Survey/Site Plan
71 - shrubs (18"+)
65 - perennials

38 Plantings required

Locations
Southwest property line.
11 shrubs with 20 perennials

Midwest side property line
12 shrubs with 15 perennials

Northeast property line
39 shrubs

Against parish House
9 shrubs with 30 perennials

LEGEND

- 848 — EXISTING ELEVATION CONTOUR LINE
— 848 — PROPOSED ELEVATION CONTOUR LINE
- FGXXXX.X FINISH GRADE ELEVATION
EGXXXX.X EXISTING GRADE ELEVATION
GLXXXX.X GUTTER LINE ELEVATION
TCXXXX.X TOP OF CURB ELEVATION
GRXXXX.X GRATE ELEVATION
HP HIGH POINT
LP LOW POINT

Production, processing, and storage

Wholesaling, warehousing, and distribution
1 per 300 sq. ft. GFA of office or sales area
plus 1 per 3,000 sq. ft. GFA of storage area

5,218 sq ft office/sales floor = 17.4 spaces
11,715 sq ft Storage = 3.9 spaces

Stalls Required: 22, 1 ADA Van
Stalls Provided: 35, 1 ADA Van

PARKING INFORMATION

STALLS REQUIRED: 1 ADA VAN
STALLS PROVIDED: 1 ADA VAN

20 0 20
HORIZ. SCALE FEET

DRAWINGS ON 11x17 SHEETS ARE HALF SCALE



Calculations for the number of required plantings not provided
Further plantings present do not meet the ratios in code of 1/3 Deciduous, 1/3 Coniferous, and less than 1/3 are shrubs

Shrub locations and heights not specifically shown

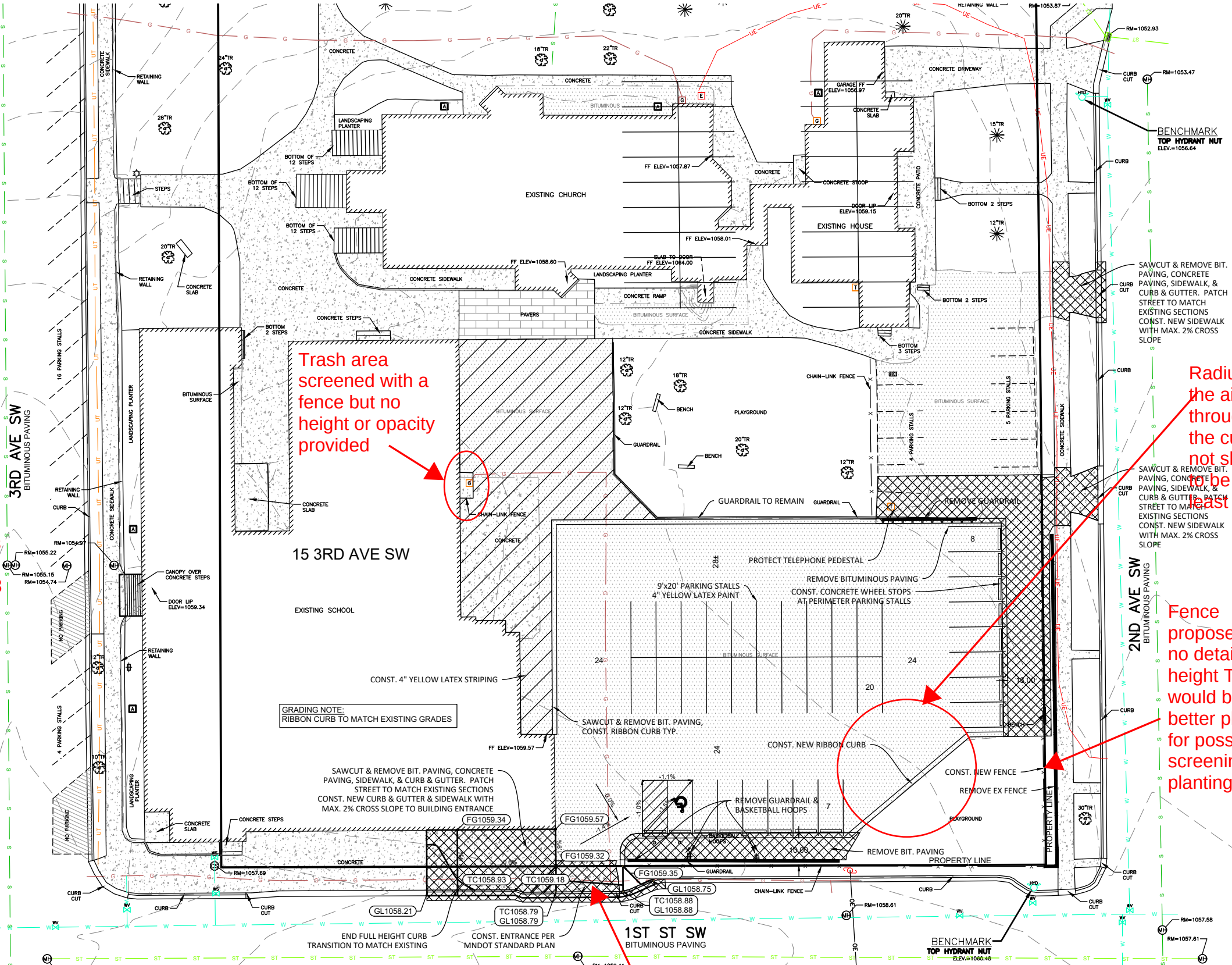
Trash area screened with a fence but no height or opacity provided

Radius of the aisle through the curve not shown to be at least 24'

Fence proposed with no details to height This would be a better place for possible screening plantings

NO width Provided

PERMIT REVIEW-NOT FOR CONSTRUCTION



REV.	BY	DATE	REVISION DESCRIPTION



DESIGNED: JHS
DRAWN: JHS
CHECKED: BW
Date: 9/18/24
DWG: 24-1130

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
John H. Schulte V
License No. 44639 Date: 9/18/24

15 3RD AVE SW COREY NEWBY BLOCK 4 SOUTHERN ADDITION, FARIBAULT SITE PLAN	SHEET 1 OF 2
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Urban Flea Market – 15 3rd Ave SW
PRELIMINARY SITE PLAN COMPLIANCE CHECKLIST – 10/15/24

LAND USE			
Guided Land Use	Existing Designation	Proposed Designation	Notes
Subject Parcels	Commercial	Retail and warehousing/storage	OK
North	Established Residential Neighborhood		
South	Public Use - Schools		
East	Established Residential Neighborhood		
West	Established Residential Neighborhood		
Zoning District/Overlays	Existing	Proposed	Notes
Subject Parcel	P-1, Public Institutional	C-2, Highway Commercial	OK
North	R-3, Medium Density Residential		
South	P-1, Public Institutional		
East	R-3, Medium Density Residential		
West	R-2, Low Density Residential		
Use	Existing	Proposed	Notes
Subject Parcel	Vacant	Retail and Warehousing/Storage	OK
North	Residential		
South	School		
East	Residential		
West	Residential		
LOT REQUIREMENTS			
Lot	Required	Existing	Notes
Area	10,000 sq ft	108,900 sq ft	OK
Width	100 ft	330.2 ft	OK
Depth	None	330.2 ft	
PRINCIPAL STRUCTURE			
Building Setback	Required	Proposed	Notes
Front and Corner Side	25 ft	9 ft/ 0 ft/	OK
Side	15 ft	N/A	OK
Rear	15 ft	N/A	OK
Building Height	Maximum Allowed	Proposed	Notes
C-1	3 stories or 42 ft	2 stories or 26 Ft	No changes to building height proposed
Building Materials	Allowed	Proposed	Notes
All sides (Sec 11-70)	Modular masonry materials such as brick, block, and stone; Precast concrete or aggregate panels; Stucco or stucco-like materials; Glass; Prefinished metal architectural panels, subject to Section 11-70(B)(a) and (b)	Brick	No changes to building height proposed
Building Guidelines	Expectation	Proposed	Notes
Sec 4-60 (Arch.)	Building materials, architectural features, signage	Details addressed elsewhere	Missing diagrams or photos of building elevations
Sec 4-70 (Site Layout)	Site features, building arrangement, service/docking, lighting, drive-through, public safety through design, stormwater	Details addressed elsewhere	Various non-compliance issues for an existing site; see P&Z redlines
Construction Staging/Phasing Plan	Diagram and explanation of construction phasing and staging	Missing diagram and narrative	Missing diagram and narrative, if applicable
Building Coverage	Allowed	Proposed	Notes
Sec 12-220 (I-P)	50% of total lot area	No change at 32.4% building coverage.	
PARKING AND CIRCULATION			
Parking Setback	Minimum Required (Table 11-2)	Proposed	Notes
Front	10'		OK

Side	10'	0'	Variance in process the parcel does not meet the standard and is nonconforming without a variance
Rear	10'	0'	Variance in process the parcel does not meet the standard and is nonconforming without a variance
Number of Parking Spaces	Minimum Required (Table 8-3)	Proposed	Notes
Standard	General retail sales and services: 1 per 300 sq. ft. GFA plus 1 per 1,000 sq. ft. of outside sales/display area, 1 per 3,000 sq. ft of warehouse storage	35 spaces	The calculation of the floor area for the building used for the proposed use requires 22 parking spaces
Accessible	Based on spaces constructed	1 space	35 spaces requires an additional ADA space
Size of Parking Spaces	Required	Proposed	Notes
Standard	9' x 20' (18' with 7'+ sidewalk)	9' x 20'	OK
Accessible	8' wide with 8' aisle	9' wide, 9' aisle	OK
Width of Driving Aisle	Required	Proposed	Notes
Two-way	See 8-170	24'	Must be 24" for a 2-way aisle with 90-degree spaces the south west corner of the parking lot has no measurement to verify the radius of the curve in the aisle maintains a 24' width.
One-way	See 8-170	N/A	
Interior Lot Landscaping	Required	Proposed	Notes
	In parking areas with more than 50 parking spaces, a landscaped island of a minimum of 100 square feet, containing 1 tree that provides shade, shall be provided for each 25 parking spaces	N/A	The area proposes less than 50 spaces
Curb Cut	Required (Table 8-1)	Proposed	Notes
	Maximum 32' wide	The provided curb cut does not have a marked measurement	This curb cut width must be detailed in a submittal
Parking Guidelines	Expectation (4-80)	Proposed	Notes
Vehicular access and circulation	Entrance/exits, traffic circulation, snow storage and removal, service, and delivery	The provided access does not have a provided width on the plan the maximum is 32'	This width must be detailed in a submittal
LANDSCAPING AND SCREENING			
Number of Plantings	Minimum Required (4-125, 4-130)	Proposed	Notes
Base plantings	~79.8% impervious -> 80-100% impervious = 12 plantings per acre -> 2.5 acres * 25% for 2 story building = 38 required plantings	94 proposed plantings	The applicant does not provide this calculation in their submittal which is required. The planner has provided the calculation to evaluate the proposed plantings against the most likely minimum calculation for base plantings.
Additional transitional plantings	+100% for adjacent to residential -> 76 plantings	94 proposed plantings	Missing calculations by the applicant
Existing plantings	Can contribute to plantings at certain caliper	Missing full details	The site plan has some planting locations but no details; Missing clarity on screening
Total plantings required	76 (see calculations above)	94 proposed plantings	Missing calculations by the applicant
Evergreens	1/3 = 25 (minimum)	9	Less than required
Deciduous	1/3 = 25	14	Less than required
Shrubs	1/3 = 26 (no more than)	71	Greater than allowed

Diversity of species	Not more than fifty (50) percent of the required number of trees or shrubs may be comprised of anyone (1) species.	Missing	Missing details by the applicant
Location of plantings	Not block lighting and sight lines; no placement over mains/service lines and stormwater	Verify no new planting placement on top of utilities	The Easements are on survey and this can be determined by cross referencing utility line maps.
Plant Size	Minimum Required	Proposed	Notes
Evergreen	4'-5' height	Present trees meet these requirements	Missing details by the applicant on additional plantings
Deciduous	1"-1.5" diameter	Present trees meet these requirements	Missing details by the applicant on additional plantings
Ornamental Tree	1" diameter	Missing	Missing details by the applicant
Shrub	18" height	18" proposed	
Location	Required	Proposed	Notes
Utilities	Present to site and placed underground	Listed on Survey	Listed on survey
Sight Triangle	No blocking sightlines		
Neighboring Property	No plantings to spill over into neighboring properties	OK	OK
Lawn Coverage	Required	Proposed	Notes
Disturbed areas on site	Covered in sod/grass	OK	
Disturbed areas in ROW	Covered in sod/grass	OK	
	Construction limits diagram		
Screening	Required (4-125-130, 6-30-40)	Proposed	Notes
Trash enclosure	enclosed on at least 3 sides by opaque screening at least six 6' in height; not to face street or abutting front yard	Enclosure proposed, no callout for fence height, located in the loading zone area.	Missing enclosure details: height requirement for screening is 6'
Mechanical	Screened from view	No mechanical indicated	
Service and docking facilities	N/A	A loading zone is proposed	No specific screening is proposed for it.
Use Screening	See 4-130	Screening is proposed however the height and details of this screening are not given	These details are required in a submittal
PERFORMANCE STANDARDS			
Use/Building	Required	Proposed	Notes
Sec 7-30 (Dev. Standards)			
	See <i>Commercial Districts</i>	Missing screening	See landscape and screening comments
Exterior Lighting	Allowed (6-340)	Proposed	Notes
Type and height of fixture	Lighting fixtures shall be effectively shielded and arranged so as not to shine directly on any residential property or max 2,000 lumens and 15' mounting height. Lighting of building facades or roofs shall be located, aimed, and shielded so that light is directed only onto the facade or roof	There is no indication of lighting; a photometric plan is needed	No indication of lighting; a photometric plan is needed
Lighting level	Maximum 5 foot-candles measured at the street curb line or non-residential property line	No indication of lighting; a photometric plan is needed	No indication of lighting; a photometric plan is needed
Noise	Allowed	Proposed	Notes
Sec 6-370	Compliance with MPCA	No indications of noncompliance with MPCA	OK
Odors	Allowed	Proposed	Notes
Sec 6-380	Compliance with MPCA	No indications of noncompliance with MPCA	OK
SIGNAGE			
Signage	Required	Proposed	Notes

Building Address Signage	Informational signs, not exceeding six (6) square feet in area or five (5) feet in height, if freestanding	No details shown	OK
Building sign	two (2) square feet per lineal foot of building frontage or one hundred twenty-five (125) square feet, whichever is less, for each frontage; one hundred twenty-five (125) square feet on any single building frontage	None proposed	Signs by separate permit
Monument and/or sign if desired.	area of the sign is no greater than one-third (1/3) of the total allowable square footage for signage on the property, up to a maximum of seventy-five (75) square feet	None proposed	Signs by separate permit
FENCING AND GATES			
Fencing	Required	Proposed	Notes
Sec 4-130(I) and 7-30 <i>Commercial Districts</i>	Sec 7-30: Effective buffering and screening shall be provided from adjacent properties. A minimum of a six-foot privacy fence is required to screen from residential properties. Sec 4-130(I): Screening shall be required when the area is visible from a residential zoning district or use.	None proposed	We are not requiring a six-foot privacy fence due to the proximity to residential zones screening may be achieved through planting shrubs, low fences, berm, or a combination of elements. Details must be included in a submittal detailing shrub type, or fence/berm height and material.
MISC			
Code Section	Required	Proposed	Notes



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, Community and Economic Development Director
MEETING DATE: October 22, 2024
SUBJECT: Resolution 2024-210 Approve a Restructuring of the Ownership Entity related to the Redevelopment of Lot 1 and Lot 2, Block 1, Midwest First Addition, Rice County, Minnesota

Background:

KK&G Properties LLC (the "Developer") entered into various agreements and received various approvals to redevelop the former Farmer Seed and Nursery site at 818 4th Street NW (Lot 1 and Lot 2, Block 1, MIDWEST FIRST ADDITION). KK&G is constructing an indoor-climate-controlled storage facility on Lot 1, Block 1, MIDWEST FIRST ADDITION. To help develop the previously Council-approved apartment building on Lot 2, Block 1, MIDWEST FIRST ADDITION, KK&G created a new ownership entity – Midwest Flats LLC. KK&G has a majority ownership stake in Midwest Flats LLC (roughly 78 percent), with TLS Companies (the contractor constructing the apartment building) owning the remainder.

KK&G submitted a building permit application for the foundation of the apartment building. Since the Developer received DEED funds to clean up and redevelop the former Farmer Seed and Nursery site, the Developer must start construction on the apartment building as soon as possible or risk the clawback of DEED funds. It is in the Developer's and City's interest to facilitate the timely completion of this project. The attached resolution authorizes the City and its consultants to amend, prepare, and finalize all required documents as needed to complete the project.

Recommendation:

Approve Resolution 2024-210.

Attachments:

1. Resolution 2024-210

CITY OF FARIBAULT

RESOLUTION #2024-210

APPROVE A RESTRUCTURING OF THE OWNERSHIP ENTITY RELATED TO THE REDEVELOPMENT OF LOT 1 AND LOT 2, BLOCK 1, MIDWEST FIRST ADDITION, RICE COUNTY, MINNESOTA

WHEREAS, KK&G Properties LLC (the "Developer") entered into agreements and received approvals to redevelop property legally described as Lot 1 and Lot 2, Block 1, Midwest First Addition, Rice County, Minnesota (the "Property"); and

WHEREAS, KK&G Properties LLC created a new ownership entity – Midwest Flats LLC – to facilitate the proposed apartment building development on Lot 2, Block 1, Midwest First Addition, Rice County, Minnesota; and

WHEREAS, the Faribault City Council acknowledges that the new ownership entity will facilitate further development consistent with the City's goals; and

WHEREAS, the City Council supports the continued development and investment in the Property through this ownership restructuring.

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

1. The City Council hereby approves the modification of pertinent previous agreements and approvals to reflect the new ownership entity – Midwest Flats LLC – as appropriate or necessary to facilitate the development of the proposed apartment building on the Property.
2. The City Council authorizes City staff and consultants to work with the Developer and new ownership entity to amend and finalize all pertinent previously executed documents to accomplish the intent of this Resolution.
3. The City Council authorizes City staff to prepare additional agreements and documents, including but not limited to an early start agreement and development agreement, as needed to allow the development to proceed. The City Council also authorizes the Mayor and the City Administrator to execute said agreements and documents.
4. The recitals in the preamble of this Resolution are incorporated into this Resolution as if fully set forth herein.

5. The Mayor, City Administrator, and City Consultants are hereby authorized and directed to take any and all additional steps necessary to accomplish the intent of this Resolution.

Date Adopted: October 22, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator