



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, JUNE 22, 2021

6:00 PM

1. Call to Order/Roll Call
2. Presentations/Introductions – None
3. Approve minutes of
 - A. June 8, 2021 Regular Council Meeting and June 8, 2021 Special Council Meeting (Closed Session) (majority vote)
4. Consent Agenda
 - A. List of Claims for Release
 - B. Approve Union Pacific Railroad Right of Way Agreement
 - C. Resolution 2021-133 Approve Execution of MnDOT Contract No. 1046450 Trunk Highway Maintenance Agreement for Fiscal Years 2022 and 2023
 - D. Resolution 2021-131 Approve Archery Deer Hunt at River Bend Nature Center
 - E. Approve SELCO Public Library Membership Agreement
 - F. Revise Policy and Procedures for Non-Profit/Civic Organization Funding
 - G. Resolution 2021-135 Accept Donation Made by Laura and Logan Lin
 - H. Resolution 2021-138 Approve Massage Therapist License
 - I. Approve Temporary 1-4 Day Temporary On-Sale Liquor License
5. Requests to be Heard
6. Public Hearings
 - A. Resolution 2021-132 Authorizing of Issuance of a Taxable Revenue Obligation for the Benefit of Shattuck-St. Mary's School; Authorization to Execute the Taxable Revenue Obligation and Related Documents and Taking Other Actions Related Thereto
7. Items for Discussion - None
8. Bids
 - A. Resolution 2021-134 Accept Bids for NW Area Watermain, Contract 2019-12B
9. Boards and Commissions Reports, Announcements and Project Updates
 - A. Monthly Financial Reports
10. Adjournment

(The Council may meet as a group for dinner)

NOTE:

CC Closed Captioning of Council meetings available on FCTV.

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



CITY COUNCIL MINUTES

COUNCIL CHAMBERS

TUESDAY, JUNE 8, 2021

6:15 PM

OR IMMEDIATELY FOLLOWING THE SPECIAL (CLOSED) CITY COUNCIL MEETING

Call to Order/Roll Call/Pledge of Allegiance

The regular meeting of the City Council was called to order by Mayor Kevin Voracek at 6:28 pm. Councilors Sara Caron, Royal Ross, Peter van Sluis, Tom Spooner, Janna Viscomi, and Jon Wood were in attendance. Also in attendance was City Administrator Tim Murray, Assistant to the City Administrator Heather Slechta, Police Chief Andy Bohlen and Parks and Recreation Director Paul Peanasky.

Presentations/Introductions – None

Approve minutes of May 25, 2021 Regular Council Meeting

Motion by Ross, seconded by Caron to approve minutes of May 25, 2021 Regular Council Meeting and carried unanimously.

Consent Agenda:

- A. List of Claims for Release
- B. Resolution 2021-130 Approve Premises Permit for Faribault Rotary Youth Services, Inc.
- C. Resolution 2021-124 Accepting the Coronavirus Local Fiscal Recovery Fund Established Under the American Rescue Plan Act Funds
- D. Resolution 2021-122 Bonding Request for Northern Link Trail
- E. Approve Golf Cart/Recreational Vehicle Permit for 2021-2024
- F. Approve 2021 Budget Amendment and Purchase of GPS System for Engineering Department
- G. Approve Supplemental Letter Agreement with SEH for Well No. 5 Replacement Building – Design & Construction Services
- H. Resolution 2021-125 Accept Donations to Faribault Parks and Recreation Department
- I. Resolution 2021-127 Authorize Payment as Recommended by the Charitable Gambling Board to Blue Collar Festival
- J. Resolution 2021-128 Authorize Payment as Recommended by the Charitable Gambling Board to Falcon Education Enrichment Program
- K. Resolution 2021-129 Authorize Payment as Recommended by the Charitable Gambling Board to the Faribault Diversity Coalition
- L. Resolution 2021-123 Approve Appointments of Committee, Board, and Commission Members
- M. Approve Additional Six-Month Extension for Johnston Hall Redevelopment Management Agreement to Terminate on December 10, 2021
- N. Approve Quote to Resurface Gymnasium and Racquetball Court Floors at Community Center

Councilor van Sluis requested that Item 4I. Resolution 2021-127 Authorize Payment as Recommended by the Charitable Gambling Board to Blue Collar Festival and Item 4K. Resolution 2021-129 Authorize Payment as Recommended by the Charitable Gambling Board to the Faribault Diversity Coalition be removed and voted on as separate items due to a conflict of interest.

Councilor Viscomi asked for more information on Item 4D. Resolution 2021-122 Bonding Request for Northern Link Trail Parks and Recreation Director Paul Peanasky explained that it is a request to be added to next years bonding bill.

Councilor Spooner asked if there were any formal documents for Item 4M. Approve Additional Six-Month Extension for Johnston Hall Redevelopment Management Agreement to Terminate on December 10, 2021, Community and Economic Development Director Deanna Kuennen explained

that this is an extension of the original agreement and that by approving Item 4M. the Council and Allina Hospital agree to the December 10, 2021 deadline.

Motion by Ross, seconded by Wood to approve Consent Agenda Items 4A-4H, 4J and 4L-N and carried unanimously.

Motion by Caron, seconded by Viscomi to approve Item 4I. Resolution 2021-127 Authorize Payment as Recommended by the Charitable Gambling Board to Blue Collar Festival and 4K. Resolution 2021-129 Authorize Payment as Recommended by the Charitable Gambling Board to Faribault Diversity Coalition and carried 6:0 with Councilor van Sluis and Mayor Voracek abstaining.

Requests to be Heard - None

Public Hearings – None

Items for Discussion

Resolution 2021-118 Order Improvements, Approve Plans and Specifications, and Establish Bid Date for Fleckenstein Bluffs Park River Overlook

Parks and Recreation Director Paul Peanasky explained that Resolution 2021-1188 orders the improvements and establishes the bid date for the river overlook at Fleckenstein Bluffs Park. This project was included in the approved 2021 Capital Improvement Plan. Peanasky reviewed the location and the overlook plans with the Council. If approved, the bid opening is scheduled for Wednesday, June 30, at 2:00pm at the Faribault Community Center. The City Council would receive those bids at their July 13, 2021 meeting for approval. The anticipated start date would be in late July with substantial completion in December.

Motion by Spooner, seconded by van Sluis to approve Resolution 2021-118 Order Improvements, Approve Plans and Specifications, and Establish Bid Date for Fleckenstein Bluffs Park River Overlook and carried unanimously.

Bids

Resolution 2021-126 Accept Bids for Picnic Shelter/Restroom Building at Fleckenstein Bluffs Park

Parks and Recreation Director Paul Peanasky informed the Council that on Wednesday, June 2, 2021, bids were received for the construction of the picnic shelter/restroom building at Fleckenstein Bluffs Park. Three bids were received and tabulated as follows:

Healy Construction Co., Inc.	\$316,855.00
Met-Con Construction, Inc.	\$393,300.00
Integral Contracting LLC	\$441,533.00.

The cost did come in approximately \$41,500 higher than the estimate. Peanasky explained that if awarded, staff will work with the contractor to identify potential changes to reduce the overall cost of the project. One option to reduce the price may be to eliminate one of the restrooms in the shelter. Councilor Ross and Caron were not in favor of reducing the number of restrooms at the park. Councilor van Sluis asked if there was a minimum restroom requirement, City Administrator Tim Murray explained that there is not a requirement for restrooms at parks, however any restroom would be ADA accessible.

Motion by Ross, seconded by van Sluis to approve Resolution 2021-126 Accept Bids for Picnic Shelter/Restroom Building at Fleckenstein Bluffs Park and carried unanimously.

Boards and Commissions Reports, Announcements, and Project Updates

Parks and Recreation Director Paul Peanasky requested that the Council allow for a “Free Day” at the Aquatic Center since the Aquatic Center was closed all of 2020. The Council supported this, the “Free Day” will be on June 16, 2021. Peanasky reviewed the Heritage Days schedule, Heritage Days will be June 16-19 this year. City Administrator Tim Murray informed the Council that the 2021 Council retreat would be on July 20, however Mayor Voracek informed Mr. Murray that he will not be able to attend the meeting that date, the retreat will now be held on August 17, 2021. Councilor van Sluis invited the public to attend the Flag Ceremony on June 14, 2021 at Central Park at 5:30pm, this event

is put on each year by the Elk's Club. Also, on June 14, the Boy Scouts will be holding a flag retirement at the American Legion at 5:30pm. Mayor Voracek stated that the ribbon cutting at the new mural will be prior to the Mayor's Reception on June 17, 2021.

Adjournment

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

Meeting adjourned at 6:54pm.

Respectfully Submitted,

Heather J. Slechta
Assistant to the City Administrator



SPECIAL CITY COUNCIL MINUTES

COUNCIL CHAMBERS

TUESDAY, JUNE 8, 2021

The Special meeting of the City Council was called to order by Mayor Kevin Voracek at 6:00pm.

Councilmembers Sara Caron, Royal Ross, Peter van Sluis, Tom Spooner, Janna Viscomi and Jon Wood were in attendance. Also in attendance were City Administrator Tim Murray, City Attorney Scott Riggs, Attorney Paul Reuvers, Police Chief Andy Bohlen, and Community and Economic Development Director Deanna Kuennen.

Motion by Councilmember Ross, seconded by Councilmember van Sluis to close the Special City Council meeting and carried unanimously. The meeting was closed at 6:00 pm.

The City Council held a Special Closed Meeting pursuant to Minnesota Statutes, Section 13D.05, subdivision 3(b), to conduct a closed session pursuant to the attorney-client privilege to engage in confidential attorney-client communications and litigation strategy related to a pending litigation matter: Thelma Jones, Priyia Lacey, Faiza Abdi, Ali Ali, Rukiya Hussein, Lucia Porras, David Trotter-Ford, and Somali Community Resettlement Services, Inc. vs. City of Faribault.

Motion Councilmember van Sluis, seconded by Councilmember Caron to open the Special City Council and carried unanimously. The meeting was opened at 6:25 pm.

Adjournment

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

Meeting Adjourned at 6:25 pm.

Respectfully Submitted,

Timothy C. Murray
City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Day, Finance Director
MEETING DATE: June 22, 2021
SUBJECT: List of Claims for Release

Background:

A copy of the list of claims is available for City Council review through the City Administrator, in the amount of \$1,750,423.80 which includes check number 171725 to 171869.

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:

It is recommended that the City Council approve the attached List of Claims for Release.

Attachments:

1. List of Claims

AP
AP Council Approval 06-22-2021



User: jwalburn
Printed: 6/18/2021 9:41:33 AM

Check Numb	Last Name	Acct 1	Amount	Description
0	5 Star Inspections Inc	101-00000-420-32220	1,109.06	Contract Electrical Inspections
	5 Star Inspections Inc		1,109.06	
0	A H Hermel Candy & Tobacco	101-45125-450-42990	3,874.42	Concessions Items
0	A H Hermel Candy & Tobacco	101-45125-450-42990	1,651.85	Concessions Items
	A H Hermel Candy & Tobacco		5,526.27	
0	Ag Partners Coop	101-45200-450-42160	648.20	Weed Killer/Roundup
0	Ag Partners Coop	101-43121-430-42160	324.10	Weed Killer
0	Ag Partners Coop	101-45200-450-42160	162.05	Weed Killer/Roundup
	Ag Partners Coop		1,134.35	
171731	Aguirre Liliana	101-00000-000-20810	0.64	Refund - Sales Tax Payable
171731	Aguirre Liliana	101-00000-000-20816	0.05	Refund - Rice County Tax
171731	Aguirre Liliana	101-00000-450-34721	9.31	Refund - Overcharge of Aquatic Center Admissions
	Aguirre Liliana		10.00	
171732	Airgas USA LLC	101-43126-430-44160	69.34	Oxygen & Acetylene Tank Rental
	Airgas USA LLC		69.34	
171733	Ali Farah	241-46330-461-44700	44.94	Security Deposit Interest Refund 900 C Spring Road
171733	Ali Farah	241-00000-000-22000	560.50	Security Deposit Refund 900 C Spring Road
	Ali Farah		605.44	
0	All Pro Cleaners LLC	898-46310-000-44010	934.38	May Janitorial Services 31.25 Hours
0	All Pro Cleaners LLC	241-46330-461-44010	149.50	5 Hours Trash Pick Up May
0	All Pro Cleaners LLC	898-46310-000-44010	104.65	#204 3.5 Hours Cleaning

Check Numb	Last Name	Acct 1	Amount	Description
0	All Pro Cleaners LLC	241-46330-461-44010	239.20	621 Hulet Avenue 8 Hours Cleaning
0	All Pro Cleaners LLC	241-46330-461-44010	224.25	900 C Spring Road 7.5 Hours Cleaning
	All Pro Cleaners LLC		1,651.98	
171734	Allina Health System	437-41940-410-44370	874.64	Johnston Hall Expenses
171734	Allina Health System	437-41940-410-44370	1,322.08	Johnston Hall Expenses April 2021
	Allina Health System		2,196.72	
171735	Amazon Capital Services	602-49480-000-42010	58.75	Ink Cartridge
171735	Amazon Capital Services	101-42220-420-42110	257.00	Replacement Motorola Radio Batteries
171735	Amazon Capital Services	101-45130-450-43131	-49.62	Summer Outdoor Movies
171735	Amazon Capital Services	101-42110-420-42410	70.97	iPhone Case
171735	Amazon Capital Services	101-45122-450-42110	174.47	General Pool Supplies
171735	Amazon Capital Services	101-41510-410-42420	61.84	Wireless Keyboard & Mouse Combo w/Cable
171735	Amazon Capital Services	101-42220-420-42180	251.90	Fire Tactical ID Patches
171735	Amazon Capital Services	101-45140-450-42110	298.55	Washington Program Supplies
171735	Amazon Capital Services	101-45140-450-42110	70.03	Washington Program Supplies
171735	Amazon Capital Services	101-45130-450-43131	-21.99	Summer Outdoor Movies
171735	Amazon Capital Services	101-45140-450-42110	22.98	Washington Program Supplies
	Amazon Capital Services		1,194.88	
171736	Anderson Kristofer	601-00000-000-20200	32.38	Refund Check 012011-000, 117 5 Ave NW
	Anderson Kristofer		32.38	
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	75.00	Public Notice for Ordinance 20 Matejcek
0	APG Media of Southern Minnesota LLC	101-41910-410-43510	137.50	Public Notices-Met Con & Stoneridge
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	687.50	Legal Notices
0	APG Media of Southern Minnesota LLC	404-45200-450-45300	500.00	Ad for Bid - Fleckenstein Bluffs Park Building
0	APG Media of Southern Minnesota LLC	101-45500-450-42191	384.95	FDN-20401 Yearly Subscription
	APG Media of Southern Minnesota LLC		1,784.95	
171737	Apling Lesley	101-00000-450-34700	122.04	Refund - Remaining Taekwondo Punches
	Apling Lesley		122.04	
171738	Aspen Mills	101-42123-420-42180	1,257.01	Full Uniform / T Wilson
171738	Aspen Mills	101-42123-420-42180	159.16	Uniform Pants Gliem

Check Numb	Last Name	Acct 1	Amount	Description
	Aspen Mills		1,416.17	
171739	Axon Enterprise Inc	101-42123-420-42410	2,686.70	Tasers and Batteries
	Axon Enterprise Inc		2,686.70	
171740	Baker & Taylor Entertainment	101-45500-450-42190	9.06	Books
171740	Baker & Taylor Entertainment	101-45500-450-42190	1,242.36	Books
171740	Baker & Taylor Entertainment	101-45500-450-42190	263.51	Books
171740	Baker & Taylor Entertainment	101-45500-450-42190	808.73	Books
171740	Baker & Taylor Entertainment	101-45500-450-42190	676.67	Books
171740	Baker & Taylor Entertainment	101-45500-450-42190	149.27	Books
171740	Baker & Taylor Entertainment	101-45500-450-42190	56.12	Books
171740	Baker & Taylor Entertainment	101-45500-450-42190	9.07	Books
171740	Baker & Taylor Entertainment	101-45500-450-42190	922.12	Books
171740	Baker & Taylor Entertainment	101-45500-450-42190	353.25	Books
171740	Baker & Taylor Entertainment	101-45500-450-42190	705.32	Books
171740	Baker & Taylor Entertainment	101-45500-450-42190	1,141.07	Books
171740	Baker & Taylor Entertainment	101-45500-450-42190	352.46	Books
	Baker & Taylor Entertainment		6,689.01	
171741	Bauer Ryan	101-43121-430-44010	77.68	Repair Leaky Hand Sink in Shop Area-PWP
171741	Bauer Ryan	601-49430-000-44010	8.08	Repair Leaky Hand Sink in Shop Area-PWP
171741	Bauer Ryan	603-49500-000-44010	1.16	Repair Leaky Hand Sink in Shop Area-PWP
171741	Bauer Ryan	101-41940-410-44050	1,402.10	Install Lawn Sprinkler Stub Out
171741	Bauer Ryan	101-45125-450-44010	677.55	Repair Shower
171741	Bauer Ryan	101-42110-420-44010	134.55	Repair Kit - Labor
171741	Bauer Ryan	602-49450-000-44010	8.08	Repair Leaky Hand Sink in Shop Area-PWP
	Bauer Ryan		2,309.20	
0	BCM Construction Inc	601-49430-000-44050	9,252.00	Well #5 Watermain Repair
	BCM Construction Inc		9,252.00	
0	Bergan KDV	603-49500-000-43010	310.35	Audit Services Final Billing for 12-31-2020
0	Bergan KDV	101-45500-450-43010	355.06	Audit Services Final Billing for 12-31-2020
0	Bergan KDV	601-49430-000-43010	1,088.96	Audit Services Final Billing for 12-31-2020
0	Bergan KDV	602-49450-000-43010	1,987.85	Audit Services Final Billing for 12-31-2020
0	Bergan KDV	101-41510-410-43010	5,107.78	Audit Services Final Billing for 12-31-2020
0	Bergan KDV	241-46330-461-43010	1,475.00	REAC Audit Services Final Billing for 12-31-2020

Check Numb	Last Name	Acct 1	Amount	Description
	Bergan KDV		10,325.00	
0	BGMN Inc	601-49430-000-42210	29.71	Diesel Fuel Conditioner Stock
0	BGMN Inc	101-43121-430-42210	79.22	Diesel Fuel Conditioner Stock
0	BGMN Inc	101-45200-450-42210	39.61	Diesel Fuel Conditioner Stock
0	BGMN Inc	602-49450-000-42210	29.71	Diesel Fuel Conditioner Stock
0	BGMN Inc	101-42123-420-42210	19.81	Diesel Fuel Conditioner Stock
	BGMN Inc		198.06	
0	Bolton & Menk Inc	601-49430-000-45300	38,999.00	(2019-12) NW Water Tower 1/9/21-5/14/21
	Bolton & Menk Inc		38,999.00	
0	Border States Industries Inc	101-45200-450-42110	275.17	Ballfield Light Bulbs
0	Border States Industries Inc	101-42220-420-42210	8.54	Clamp & Spring Nut
	Border States Industries Inc		283.71	
171742	Brennan Jordyn	290-46500-462-43130	5,000.00	EDA Program Fund for Mural
171742	Brennan Jordyn	240-46210-460-43090	2,525.00	Balance of Mural Payment to CED
	Brennan Jordyn		7,525.00	
171743	Brissett Clayton	601-00000-000-20200	25.61	Refund Check 016258-000, 1045 6 St NW
171743	Brissett Clayton	601-00000-000-20200	43.12	Refund Check 016258-000, 1045 6 St NW
	Brissett Clayton		68.73	
171744	BrockWhite Company LLC	101-45200-450-42110	829.95	Archery Targets
	BrockWhite Company LLC		829.95	
171745	Brodersen Tyler & Tiffany	601-00000-000-20200	45.37	Refund Check 021318-000, 1061 9 Ave SW
	Brodersen Tyler & Tiffany		45.37	
171746	Brownells Inc	101-42123-420-42410	51.73	AR-15/M16 M-Lok Angled Fore Grips
	Brownells Inc		51.73	
171747	Bug Busters Inc	241-46330-461-44010	212.00	1808 Shumway Ave 2nd Bedbug Treatment

Check Numb	Last Name	Acct 1	Amount	Description
171747	Bug Busters Inc	241-46330-461-44010	44.00	1806 Shumway Mouse Service
171747	Bug Busters Inc	101-41510-410-43090	32.00	Insect Treatment in Finance Director Office
	Bug Busters Inc		288.00	
0	Burbank Jeffrey	101-42121-420-43310	28.00	Gas Narcotics Training
	Burbank Jeffrey		28.00	
0	Cardmember Service	101-41510-410-43140	420.00	2021 Virtual GFOA Conference Jeanne Day
0	Cardmember Service	101-42123-420-43140	75.00	BCA - DMT Recertification / Kolling
0	Cardmember Service	101-45500-450-42192	28.22	Amazon-Audio/Visual
0	Cardmember Service	101-45500-450-42190	112.74	Amazon-Books
0	Cardmember Service	101-45500-450-42190	12.45	Amazon-Books
0	Cardmember Service	101-45500-450-42190	65.67	Amazon-Books
0	Cardmember Service	101-45110-450-44330	14.99	Zoom.US - Zoom Monthly Subscription
0	Cardmember Service	101-41510-410-44325	-35.00	Credit-Reversed Returned Payment Fee
0	Cardmember Service	101-45500-450-42110	97.17	Amazon-Nitrile Gloves
0	Cardmember Service	101-42110-420-42110	-457.63	Uber Eats-Credit Fraud
0	Cardmember Service	101-42220-420-42410	-28.75	Blair/HeyMed Supply - Splints
0	Cardmember Service	101-42220-420-42410	28.75	Blair/HeyMed Supply - Splints
0	Cardmember Service	101-42123-420-43140	10.00	ALICE Training Inst: Recertification / Skluzacek
0	Cardmember Service	101-45500-450-42010	7.43	Amazon-Name Badge Holder
0	Cardmember Service	101-45500-450-43130	10.31	Amazon-Craft Paper
0	Cardmember Service	101-45500-450-42010	17.79	Amazon-Monitor Stand
0	Cardmember Service	101-45126-450-42110	647.00	AED Superstore - AED Kits and Electrodes
0	Cardmember Service	101-45500-450-42010	5.86	Amazon-Contact Paper for book covering
0	Cardmember Service	101-41580-410-43095	254.40	Atera: Webroot Software
0	Cardmember Service	101-45500-450-42010	51.37	Amazon-Monitor Stand
0	Cardmember Service	101-45500-450-43130	24.95	Amazon-Cardstock
0	Cardmember Service	101-45500-450-43096	468.00	Vengage-Info Graphic Maker Online Software
0	Cardmember Service	101-45500-450-42190	17.30	Amazon-Books
0	Cardmember Service	101-45500-450-42192	9.64	Amazon-Audio/Visual
0	Cardmember Service	101-42124-420-43140	175.00	Paypal/MN Div Int'l Assoc ID - Palan
0	Cardmember Service	101-45500-450-43096	9.36	Foreign Trans Fee-Vengage
0	Cardmember Service	101-42110-420-42110	457.63	Uber Eats-Fraud
0	Cardmember Service	101-45500-450-43130	6.99	Amazon-Makerspace Card Embellishment
0	Cardmember Service	101-45500-450-42190	114.01	Amazon-Books
0	Cardmember Service	101-45110-450-43310	10.74	Jimmy John's - Meal - CPO Training - Paul Peanasky
0	Cardmember Service	101-45110-450-44330	14.99	Zoom.US - Zoom Monthly Subscription
0	Cardmember Service	101-45500-450-44330	170.00	MN Library Assoc-Allyn McColley Membership
0	Cardmember Service	101-42210-420-44330	100.00	MN Dept of Labor & Industry - City's Electrical License
0	Cardmember Service	101-42110-420-43140	175.00	Paypal/MN Div Int'l Assoc ID - Severson

Check Numb	Last Name	Acct 1	Amount	Description
	Cardmember Service		3,091.38	
171748	Castle Rock Materials LLC	101-45200-450-42110	20.31	Sand
	Castle Rock Materials LLC		20.31	
171749	CenturyLink	602-49450-000-43210	50.97	507-334-2734 300 Acorn Trl Lift Station
171749	CenturyLink	225-49810-430-43210	57.28	507-334-3495 952 Airport
171749	CenturyLink	101-42210-420-43210	121.56	507-334-0486 496
171749	CenturyLink	225-49810-430-43210	57.28	507-334-7494 946 Airport
171749	CenturyLink	902-00000-000-23935	694.36	507 Z01-0018 863 Monthly Charges
171749	CenturyLink	602-49450-000-43210	57.28	507-334-0574 498
171749	CenturyLink	602-49450-000-43210	57.28	507-333-2530 953
171749	CenturyLink	902-00000-000-23935	-694.36	507 Z01-0018 863 Monthly Charges
171749	CenturyLink	101-41940-410-43210	57.28	507-334-8409 948
171749	CenturyLink	602-49450-000-43210	57.28	507-334-2013 950
171749	CenturyLink	602-49450-000-43210	57.28	507-333-2550 951
171749	CenturyLink	602-49450-000-43210	57.28	507-334-2308 955 Lift Station
171749	CenturyLink	602-49450-000-43210	57.28	507-333-2548 954
171749	CenturyLink	101-41940-410-43210	325.00	507 F17-0266 725 City Hall-June
171749	CenturyLink	602-49450-000-43210	57.28	507-334-2185 956 Lift Station
	CenturyLink		1,070.33	
0	Cintas Corporation	602-49450-000-44060	8.57	Uniform Cleaning Sewer
0	Cintas Corporation	101-43121-430-44060	32.97	Laundry Service PWP
0	Cintas Corporation	601-49430-000-44060	3.43	Laundry Service PWP
0	Cintas Corporation	602-49480-000-44060	36.00	Uniform Laundry
0	Cintas Corporation	603-49500-000-44060	6.45	Uniform Cleaning Stormwater
0	Cintas Corporation	603-49500-000-44060	6.45	Uniform Cleaning Stormwater
0	Cintas Corporation	602-49450-000-44060	15.70	Uniform Cleaning Sewer
0	Cintas Corporation	101-45200-450-44060	30.24	Laundry
0	Cintas Corporation	898-46310-000-42110	2.00	Hand Sanitizer
0	Cintas Corporation	898-46310-000-44060	10.98	Mats
0	Cintas Corporation	601-49430-000-44060	24.64	Uniform Cleaning Water
0	Cintas Corporation	101-45200-450-44060	30.74	Laundry
0	Cintas Corporation	101-43126-430-44060	12.89	Uniform Cleaning Mechanics
0	Cintas Corporation	101-43121-430-44060	26.51	Uniform Cleaning Streets
0	Cintas Corporation	602-49480-000-44060	33.25	Uniform Laundry
0	Cintas Corporation	898-46310-000-44010	4.00	Hand Sanitizer Stand
0	Cintas Corporation	601-49430-000-44060	24.66	Uniform Cleaning Water
0	Cintas Corporation	602-49480-000-44060	10.96	Lab Towels/Floor Mats

Check Numb	Last Name	Acct 1	Amount	Description
0	Cintas Corporation	101-41940-410-44060	11.98	Laundry Services - Mops & Towels
0	Cintas Corporation	602-49480-000-44060	23.28	Lab Towels Floor Mats
0	Cintas Corporation	602-49450-000-44060	3.43	Laundry Service PWP
0	Cintas Corporation	603-49500-000-44060	0.49	Laundry Service PWP
	Cintas Corporation		359.62	
171750	City of Faribault	873-49499-000-43850	3,188.97	Roberds Lake SIU Bill-May
171750	City of Faribault	241-46330-461-43860	1.10	900 C Spring Road Vacant Storm Water
171750	City of Faribault	602-49480-000-43860	195.80	005003-019 214 14 St NE
171750	City of Faribault	241-46330-461-43860	19.10	005090-000 910 1 St SW
171750	City of Faribault	241-46330-461-43820	11.36	005090-026 910 1 St NW
171750	City of Faribault	225-49810-430-43820	15.45	005003-004 3401 Hwy 21 W
171750	City of Faribault	902-00000-000-23935	-8,962.45	Monthly Utility Bill - May
171750	City of Faribault	241-46330-461-43860	6.62	1806 Shumway Storm Water Vacant 5/26/2021 to 5/31/2021
171750	City of Faribault	602-49480-000-43820	2,231.46	005003-023 214 14 St NE
171750	City of Faribault	898-46310-000-43850	302.72	014197-000 1324 Prairie Ave
171750	City of Faribault	241-46330-461-43820	11.36	005090-001 920 1 St SW
171750	City of Faribault	601-49430-000-43850	29.58	005003-032 812 8 Ave NW (New Water Plant)
171750	City of Faribault	101-45127-450-43820	1,779.18	005003-030 705 17 St SW-Irrigation
171750	City of Faribault	225-49810-430-43850	8.32	005003-005 Airport Terminal
171750	City of Faribault	241-46330-461-43830	2.47	900 C Spring Road Vacant Water
171750	City of Faribault	241-46330-461-43820	11.36	005090-016 1814 Shumway Ave
171750	City of Faribault	241-46330-461-43820	11.36	005090-003 1528 Western Ave
171750	City of Faribault	241-46330-461-43820	11.36	005090-004 1818 Shumway Ave
171750	City of Faribault	241-46330-461-43820	11.36	005090-026 1526 Western Ave
171750	City of Faribault	602-49480-000-43820	11.36	005003-022 214 14 St NE
171750	City of Faribault	211-46310-460-43850	28.58	005003-000 16 1 St SE
171750	City of Faribault	241-46330-461-43860	20.69	005090-007 1806 Shumway Ave
171750	City of Faribault	873-49499-000-43090	594.00	Roberds Lake Billing Fee-May
171750	City of Faribault	225-49810-430-43820	11.36	005003-005 Airport Terminal
171750	City of Faribault	241-46330-461-43850	9.96	1806 Shumway Sewer Vacant Unit 5/26/21 to 5/31/2021
171750	City of Faribault	241-46330-461-43850	2.14	900 C Spring Road Vacant Sewer
171750	City of Faribault	241-46330-461-43820	11.36	005090-006 1810 Shumway Ave
171750	City of Faribault	101-45127-450-43860	31.52	005003-043 705 17 St SW
171750	City of Faribault	101-45127-450-43820	23.17	005003-043 705 17 St SW
171750	City of Faribault	241-46330-461-43820	13.34	1806 Shumway Water Vacant Unit 5/26/21 to 5/31/2021
171750	City of Faribault	225-49810-430-43850	13.69	005003-004 3401 Hwy 21 W
171750	City of Faribault	101-45127-450-43850	13.22	005003-043 705 17 St SW
171750	City of Faribault	211-46310-460-43820	21.77	005003-000 16 1 St SE
171750	City of Faribault	211-46310-460-43860	5.70	005003-000 16 1 St SE
171750	City of Faribault	898-46310-000-43860	68.74	014197-000 1324 Prairie Ave
171750	City of Faribault	225-49810-430-43860	237.58	005003-004 3401 Hwy 21 W

Check Numb	Last Name	Acct 1	Amount	Description
171750	City of Faribault	902-00000-000-23935	8,962.45	Monthly Utility Bill - May
171750	City of Faribault	602-49480-000-43820	3,589.90	005003-019 214 14 St NE
171750	City of Faribault	898-46310-000-43820	174.32	014197-000 1324 Prairie Ave
171750	City of Faribault	241-46330-461-43860	38.36	005090-026 1526 Western Ave
171750	City of Faribault	241-46330-461-43820	11.36	005090-007 1806 Shumway Ave
	City of Faribault		12,781.05	
171751	CivicPlus	101-45110-450-43095	-5,250.00	CREDIT - Data Importing Fees
171751	CivicPlus	101-45110-450-43095	10,248.50	CivicRec & CP Pay Annual Fees
171751	CivicPlus	101-45110-450-43095	683.00	Standard Department Header Annual Fee
	CivicPlus		5,681.50	
171752	CL Bensen Company Inc	101-41940-410-42230	87.66	RTU Air Filters
	CL Bensen Company Inc		87.66	
171753	Clean Choice Energy	602-49450-000-43810	365.57	3040518161200 Belview Tr
171753	Clean Choice Energy	101-43160-430-43810	23.91	3043806371690 Highway 60W Street Lighting
171753	Clean Choice Energy	902-00000-000-23935	12,780.32	Solar Energy - April
171753	Clean Choice Energy	601-49430-000-43810	1,672.64	3039299721904 Fairgrounds Dr Well
171753	Clean Choice Energy	101-43160-430-43810	147.19	3041576321602 2nd Ave NW
171753	Clean Choice Energy	602-49450-000-43810	134.67	3036919802219 Grant St NW Lift Station
171753	Clean Choice Energy	101-43160-430-43810	18.05	3041165121000 Lyndale Ave S
171753	Clean Choice Energy	602-49450-000-43810	14.16	303203605319 Lind St Lift Station
171753	Clean Choice Energy	101-45127-450-43810	108.79	304160080705 17 St SW (Soccer Complex)
171753	Clean Choice Energy	101-43160-430-43810	240.99	3041576453305 Highway 60
171753	Clean Choice Energy	601-49430-000-43810	365.57	3040518161200 Belview Tr
171753	Clean Choice Energy	101-43170-430-43810	80.51	3042653021990A Lyndale Ave N Signal
171753	Clean Choice Energy	101-45200-450-43810	47.86	302261595920 9th Ave SW
171753	Clean Choice Energy	101-45126-450-43810	570.00	303373970117 Shumway Ave
171753	Clean Choice Energy	603-49500-000-43810	51.97	3040518161200 Belview Tr
171753	Clean Choice Energy	101-43160-430-43810	352.38	302767481210 3 St NE St Light
171753	Clean Choice Energy	101-45200-450-43810	167.26	304017445900 Lyndale Ave N
171753	Clean Choice Energy	101-43170-430-43810	20.23	3041315032200 30 St NW Signal Lights
171753	Clean Choice Energy	101-42210-420-43810	638.93	302527702122 2nd St NW (Fire Hall)
171753	Clean Choice Energy	101-43160-430-43810	186.72	303661815495 Heritage Place
171753	Clean Choice Energy	101-45500-450-43810	1,608.21	30234228711 Division St E (Library)
171753	Clean Choice Energy	101-43170-430-43810	163.43	3025252474050 Highway 60W Signal Lights
171753	Clean Choice Energy	101-45200-450-43810	33.65	303510224520 3rd St NW (Central Pk Bandstand)
171753	Clean Choice Energy	101-43170-430-43810	171.09	3034532651500 7th St NW Signal Lights
171753	Clean Choice Energy	101-45200-450-43810	581.24	3025764661815 Alexander Dr

Check Numb	Last Name	Acct 1	Amount	Description
171753	Clean Choice Energy	601-49430-000-43810	1,264.03	302969048350 Alexander Park Well #6
171753	Clean Choice Energy	101-45200-450-43810	146.38	3043066891800 Alexander Dr Concession Stand
171753	Clean Choice Energy	101-45200-450-43810	15.54	3023211021000 7th Ave SW
171753	Clean Choice Energy	602-49450-000-43810	16.34	3027721851150 Willow St Lift Station
171753	Clean Choice Energy	902-00000-000-23935	-12,780.32	Solar Energy - April
171753	Clean Choice Energy	101-45200-450-43810	16.20	303239611330 9th Ave SW Sr High Tennis Cts
171753	Clean Choice Energy	101-43160-430-43810	20.90	304116511800 Lyndale Ave SW
171753	Clean Choice Energy	101-43121-430-43810	3,512.63	3040518161200 Belview Tr
171753	Clean Choice Energy	101-43160-430-43810	23.28	3041165101904 Grant St
	Clean Choice Energy		12,780.32	
171725	Colonial Life	101-00000-000-21711	80.00	PR Batch 00511.06.2021 Short Term Disability
	Colonial Life		80.00	
171754	Commercial Asphalt Company	101-45200-450-44050	703.20	Asphalt (Nature Center)
171754	Commercial Asphalt Company	101-43121-430-42240	2,357.21	Asphalt For Street Patching
	Commercial Asphalt Company		3,060.41	
171755	Community Co-op Oil Assn	101-45200-450-44040	8.50	Tire Repair
171755	Community Co-op Oil Assn	101-43121-430-42220	1,672.28	Truck Tires For Stock
171755	Community Co-op Oil Assn	101-00000-000-15520	12,257.35	Unleaded Fuel For Vehicles & Equipment
171755	Community Co-op Oil Assn	601-49430-000-44040	19.00	Tire Repair Truck #11
171755	Community Co-op Oil Assn	101-00000-000-15520	-600.20	Diesel Discount
171755	Community Co-op Oil Assn	101-43121-430-42220	3,344.56	New Drive Tires #110
171755	Community Co-op Oil Assn	101-00000-000-15520	6,512.17	Diesel Fuel For Vehicles & Equipment
171755	Community Co-op Oil Assn	101-43121-430-42220	50.00	Used Rim #110
171755	Community Co-op Oil Assn	101-42220-420-44040	8.50	Plug Tire
171755	Community Co-op Oil Assn	101-45122-450-42120	26.98	Lawn Mower Gas
171755	Community Co-op Oil Assn	101-43121-430-42120	-8.57	Credit for Federal Tax Gas Purchased at C-Store
171755	Community Co-op Oil Assn	101-43121-430-44040	176.00	Mount Tires #110
	Community Co-op Oil Assn		23,466.57	
171756	Consolidated Communications	225-49810-430-43250	14.00	Airport TV Services
171756	Consolidated Communications	101-41110-410-43250	14.00	Council Chambers TV Services
171756	Consolidated Communications	902-00000-000-23935	-974.32	Consolidated Communications Monthly Bill
171756	Consolidated Communications	601-49430-000-43250	75.80	Water Plant DSL w/ Static IP
171756	Consolidated Communications	602-49450-000-43210	61.91	Phone Service For Liftstation
171756	Consolidated Communications	902-00000-000-23935	974.32	Consolidated Communications Monthly Bill
171756	Consolidated Communications	101-41940-410-43250	233.29	City Hall Metro Line

Check Numb	Last Name	Acct 1	Amount	Description
171756	Consolidated Communications	101-45110-450-43250	64.13	Community Center Public Wifi
171756	Consolidated Communications	101-42110-420-43210	573.10	Police Phone Services and Long Distance Fees
	Consolidated Communications		1,036.23	
171757	Core & Main LP	601-49430-000-42230	694.80	90 Degree Fitting For Well 3
	Core & Main LP		694.80	
171758	CoreLogic SafeRent	898-46310-000-43090	23.86	2 Background Checks
	CoreLogic SafeRent		23.86	
171759	Crane Creek Asphalt	101-43121-430-42240	160.00	Tack For Asphalt
171759	Crane Creek Asphalt	404-45200-450-45300	9,986.41	Wapacuta Basketball Court (Asphalt)
171759	Crane Creek Asphalt	101-45200-450-44050	961.40	Asphalt (Nature Center)
	Crane Creek Asphalt		11,107.81	
171760	Culligan	101-45500-450-44160	37.00	Drinking Water Equipment Rental
171760	Culligan	101-41940-410-44160	146.90	Drinking Water Equipment Rental
171760	Culligan	101-45122-450-44160	36.00	Drinking Water Equipment Rental
171760	Culligan	898-46310-000-44010	39.95	Inspect & Check Water Softener
171760	Culligan	602-49480-000-44160	30.88	Water Softener Rental
171760	Culligan	898-46310-000-42110	71.50	50 LB Solar Salt & Fee
171760	Culligan	101-45122-450-42110	141.00	Softener Salt & Rust Remover Salt
171760	Culligan	101-42110-420-42230	161.20	Water
	Culligan		664.43	
171761	D&S Banner Sign & Print LLC	101-45110-450-42030	102.00	Sponsorship Banner for Bandshell
	D&S Banner Sign & Print LLC		102.00	
171762	Dan Frie Real Estate Inc	601-00000-000-20200	24.92	Refund Check 023792-000, 1039 Home Pl
	Dan Frie Real Estate Inc		24.92	
171763	Del Aguila Luis & Ana	601-00000-000-20200	13.09	Refund Check 012420-000, 1910 13 St NW
	Del Aguila Luis & Ana		13.09	
171764	Demmer Estate Boyd	601-00000-000-20200	32.69	Refund Check 009632-000, 2019 Paulis Dr

Check Numb	Last Name	Acct 1	Amount	Description
	Demmer Estate Boyd		32.69	
171765	Diamond Vogel	101-43170-430-42240	897.00	Paint For Streets
	Diamond Vogel		897.00	
171766	Donahues	101-45200-450-42250	262.00	Plants - Garfield Park
171766	Donahues	101-45200-450-42110	4,429.25	City Flower Baskets & Fertilizer
171766	Donahues	101-45200-450-42250	309.93	Flowers & Plants-Fleckenstein Park
	Donahues		5,001.18	
171767	Downhole Well Services LLC	601-49430-000-43090	2,700.00	Video Inspection Well # 1 & Casing
171767	Downhole Well Services LLC	601-49430-000-43090	1,550.00	Video Inspection Well # 5 Casing
	Downhole Well Services LLC		4,250.00	
171768	E O Johnson Company Inc-Dallas	101-45110-450-44160	237.53	Lanier C4500 Copier Lease
171768	E O Johnson Company Inc-Dallas	101-45500-450-44160	95.00	Lanier C2003 Copier
	E O Johnson Company Inc-Dallas		332.53	
0	Eckberg Lammers PC	101-41610-410-43045	12,369.85	Retainer/Hourly Charges
	Eckberg Lammers PC		12,369.85	
171769	Ehlers & Associates Inc	292-46500-462-43090	600.00	Department 65 Periscope for Expert Fees
171769	Ehlers & Associates Inc	290-46500-462-43090	67.50	TIF Consulting Rice 4
	Ehlers & Associates Inc		667.50	
171770	Evans-de-Carpio Marjorie A	241-46330-461-43090	351.90	Spanish Public Housing Application Translation
	Evans-de-Carpio Marjorie A		351.90	
171771	Evoqua Water Technologies LLC	602-49480-000-42210	108.00	Heat Exchanger Seal
	Evoqua Water Technologies LLC		108.00	
171772	Falcon Education Enrichment Program	210-46100-410-44383	2,500.00	Donation Supplies for Classrooms

Check Numb	Last Name	Acct 1	Amount	Description
	Falcon Education Enrichment Program		2,500.00	
0	Falkstone LLC	101-43121-430-42240	2,158.75	Sealcoat Rock
0	Falkstone LLC	101-43121-430-42240	5,575.58	Sealcoat Rock
	Falkstone LLC		7,734.33	
171773	Fame Awards	101-41110-410-42010	20.00	Sara Caron Name Tag
	Fame Awards		20.00	
171774	Fareway Stores Inc #126	101-45130-450-42110	3.99	Water for Band
171774	Fareway Stores Inc #126	101-42400-420-42110	12.97	Beverages for Contractor's Forum 6/3/2021
	Fareway Stores Inc #126		16.96	
171775	Faribault Ace Hardware	101-45200-450-42410	5.39	Screw Extractor
171775	Faribault Ace Hardware	101-45140-450-42110	41.35	Rope and Soap - Muddy Mile
171775	Faribault Ace Hardware	601-49430-000-42110	11.34	Fasteners
171775	Faribault Ace Hardware	101-45200-450-42110	4.49	Fuse
171775	Faribault Ace Hardware	101-42220-420-42110	14.56	Fasteners
171775	Faribault Ace Hardware	101-45140-450-42110	27.86	Construction Camp Supplies
171775	Faribault Ace Hardware	101-45125-450-42110	53.95	Sunscreen for Staff
171775	Faribault Ace Hardware	602-49480-000-42110	41.36	Fine Screen Cleaner
171775	Faribault Ace Hardware	101-43126-430-42410	17.99	3/4 Drill Bit
171775	Faribault Ace Hardware	602-49480-000-42110	34.95	Cleaning Supplies
171775	Faribault Ace Hardware	101-45200-450-42160	53.99	Chlorine Tablets
171775	Faribault Ace Hardware	101-45122-450-42230	44.95	Hand-held Sprayer & Light Bulbs
171775	Faribault Ace Hardware	602-49480-000-42110	37.08	Plumbing Repair Parts
171775	Faribault Ace Hardware	101-41940-410-42110	43.16	Trash Bags
171775	Faribault Ace Hardware	101-45200-450-42110	6.99	Measuring Cup
171775	Faribault Ace Hardware	601-49430-000-42110	8.33	Extra Keys
171775	Faribault Ace Hardware	601-49430-000-42110	13.30	Tape & Fasteners
171775	Faribault Ace Hardware	101-42220-420-42110	5.16	Fasteners
171775	Faribault Ace Hardware	101-45122-450-42110	17.98	Laundry Detergent Community Center
171775	Faribault Ace Hardware	601-49430-000-42110	10.77	Carabiners For Key Sets
171775	Faribault Ace Hardware	602-49480-000-42110	39.48	Weed Killer
171775	Faribault Ace Hardware	101-45122-450-42110	49.92	Weed Killer/Razor Blades/ Cleaner/Garbage Bags
171775	Faribault Ace Hardware	601-49430-000-42110	23.38	Threaded Rod For Well # 1
171775	Faribault Ace Hardware	101-41940-410-42110	31.39	Paper Towels/Disinfectant/ Glass Cleaner
171775	Faribault Ace Hardware	101-45126-450-42110	29.68	Pruner & Sprayer
171775	Faribault Ace Hardware	101-41940-410-42230	35.96	Light Bulbs

Check Numb	Last Name	Acct 1	Amount	Description
171775	Faribault Ace Hardware	101-45126-450-42110	37.79	Weed Killer
171775	Faribault Ace Hardware	101-42220-420-42110	2.68	Thread Seal Tape
171775	Faribault Ace Hardware	241-46330-461-42110	50.36	902 A Spring Road Grass Seed/Scouring Stick/Twine
171775	Faribault Ace Hardware	101-41940-410-42110	38.98	Weed Killer & Insect Killer
171775	Faribault Ace Hardware	101-42123-420-42070	28.79	Ear Plugs for Firearms Training
171775	Faribault Ace Hardware	101-42220-420-42110	8.68	Fasteners
171775	Faribault Ace Hardware	898-46310-000-42110	31.84	Rubber Roof Cement/Putty Knife
	Faribault Ace Hardware		903.88	
171776	Faribault Area Chamber of Commerce	210-46100-410-44383	6,500.00	Donation-Blue Collar Festival
171776	Faribault Area Chamber of Commerce	101-00000-000-20300	5,891.21	Lodging Tax April
	Faribault Area Chamber of Commerce		12,391.21	
171777	Faribault Area Senior Citizens Inc	101-41940-410-42115	77.00	Building Code Forum
	Faribault Area Senior Citizens Inc		77.00	
171778	Faribault Diversity Coalition	210-46100-410-44383	3,000.00	Donation International Festival
	Faribault Diversity Coalition		3,000.00	
0	Faribault Fleet Supply Inc	602-49450-000-42110	1.99	Hitch Pin
0	Faribault Fleet Supply Inc	101-43121-430-42110	33.99	Grinding Wheel For Sharpening Chain Saws
0	Faribault Fleet Supply Inc	601-49430-000-42110	668.36	Softener Salt For Ammonia Feed System
0	Faribault Fleet Supply Inc	101-43126-430-42110	6.28	Wire Nuts
0	Faribault Fleet Supply Inc	602-49450-000-42110	2.59	Hitch Pin
0	Faribault Fleet Supply Inc	101-43121-430-42240	68.56	Concrete For Curb Repair
0	Faribault Fleet Supply Inc	601-49430-000-42110	8.95	Weed Trimmer Line
0	Faribault Fleet Supply Inc	101-45200-450-42110	17.49	Spray Wand
0	Faribault Fleet Supply Inc	101-45200-450-42110	92.94	Hand Soap & Simple Green
0	Faribault Fleet Supply Inc	603-49500-000-42410	21.18	Load Binders - Storm Water Trailer
0	Faribault Fleet Supply Inc	101-43121-430-42110	11.34	Oil For Blowers
0	Faribault Fleet Supply Inc	101-42210-420-42230	56.46	Sprayer & Potting Soil
	Faribault Fleet Supply Inc		990.13	
171779	Faribault Interiors	898-46310-000-44050	2,300.00	#204 Carpet
	Faribault Interiors		2,300.00	
171780	Faribault Post Office	603-49500-000-43220	1,059.90	Utility Bill Postage

Check Numb	Last Name	Acct 1	Amount	Description
171780	Faribault Post Office	601-49430-000-43220	1,059.89	Utility Bill Postage
171780	Faribault Post Office	602-49480-000-43220	1,059.89	Utility Bill Postage
	Faribault Post Office		3,179.68	
171781	Faribault Rental Equipment Inc	101-43121-430-42210	2.62	Carburetor Gasket-Street Tamper
171781	Faribault Rental Equipment Inc	101-45140-450-42110	57.24	Tool for Pounding in Base Pegs for Ball Field
171781	Faribault Rental Equipment Inc	101-45200-450-44160	129.60	Equipment for Sand Distribution
171781	Faribault Rental Equipment Inc	101-45200-450-44160	69.48	Tiller Rental
	Faribault Rental Equipment Inc		258.94	
0	Faribault Umpire Association	101-45130-450-43130	2,520.00	June 2021 Umpire Fees
	Faribault Umpire Association		2,520.00	
0	Faribo Plumbing & Heating Inc	241-46330-461-42110	248.00	621 Hulet Avenue Tub Faucet & Supplies
0	Faribo Plumbing & Heating Inc	241-46330-461-42110	26.00	1528 Western Toilet Stops
0	Faribo Plumbing & Heating Inc	898-46310-000-44010	100.00	Loosen Outside Water Handle
0	Faribo Plumbing & Heating Inc	241-46330-461-44010	150.00	621 Hulet Avenue Tub/Shower Faucet
0	Faribo Plumbing & Heating Inc	602-49480-000-42210	79.75	Plumbing Parts For Heat Exchanger
0	Faribo Plumbing & Heating Inc	241-46330-461-44010	100.00	1528 Western Valve for Wash Machine Repair/Toilet Stops
	Faribo Plumbing & Heating Inc		703.75	
0	Fastenal Company	602-49480-000-42170	36.05	Tyvec Suits For Air Scrubber Entry
	Fastenal Company		36.05	
0	FCTV	101-41110-410-44383	15,011.75	3rd Quarter Contribution
	FCTV		15,011.75	
171782	Ferguson Enterprises Inc #3326/3099	101-45200-450-42410	750.12	Metal Detector
	Ferguson Enterprises Inc #3326/3099		750.12	
171783	Ferguson Enterprises Inc. #1657	101-45200-450-42110	2.04	Service Charge on Inv 8416222
171783	Ferguson Enterprises Inc. #1657	603-49500-000-42110	132.42	Storm Water Repairs
	Ferguson Enterprises Inc. #1657		134.46	
0	Fette Electronics Inc	898-46310-000-44010	59.06	Video Recorder Camera System Repair/Reset

Check Numb	Last Name	Acct 1	Amount	Description
0	Fette Electronics Inc	101-45122-450-43095	240.00	FFAC Security
0	Fette Electronics Inc	601-49430-000-44045	46.81	Projector Screen Motor Repair PWP
0	Fette Electronics Inc	101-43121-430-44045	449.74	Projector Screen Motor Repair PWP
0	Fette Electronics Inc	603-49500-000-44045	6.64	Projector Screen Motor Repair PWP
0	Fette Electronics Inc	602-49450-000-44045	46.81	Projector Screen Motor Repair PWP
0	Fette Electronics Inc	290-46500-462-43430	1,325.00	Camera for Mural
	Fette Electronics Inc		2,174.06	
171784	Flagship Recreation	101-45200-450-42110	185.00	Plaque for Park Bench
	Flagship Recreation		185.00	
171785	Galls An Aramark Company	101-42123-420-42180	110.93	Tactical Pants - J Holm
	Galls An Aramark Company		110.93	
171786	Gardner Den	101-45130-450-43131	650.00	Concert in the Park 6/24
	Gardner Den		650.00	
171787	Gerholdt James E	101-45140-450-43130	450.00	Safety Camp Presenter
	Gerholdt James E		450.00	
171788	Gernandt Francis	601-00000-000-20200	8.42	Refund Check 011402-000, 2015 14 St NE
	Gernandt Francis		8.42	
171789	Girards Business Solutions Inc	101-41510-410-44045	487.33	Folder Inserter Service Contract 07-18-20210 thru 07-17-2021
171789	Girards Business Solutions Inc	602-49450-000-44045	487.34	Folder Inserter Service Contract 07-18-20210 thru 07-17-2021
171789	Girards Business Solutions Inc	601-49430-000-44045	487.33	Folder Inserter Service Contract 07-18-20210 thru 07-17-2021
	Girards Business Solutions Inc		1,462.00	
0	Godfather's Pizza	101-45125-450-42990	42.92	Concessions Pizza
0	Godfather's Pizza	101-45140-450-42110	73.71	Pizza -Training Day
	Godfather's Pizza		116.63	
171790	Gold Star Band	101-45130-450-43131	800.00	Concert in the Park 6/17

Check Numb	Last Name	Acct 1	Amount	Description
	Gold Star Band		800.00	
171791	Grainger Inc	101-45122-450-42110	44.84	Batteries
	Grainger Inc		44.84	
0	Gramling John	101-42123-420-43310	59.66	Gas FTO Training
	Gramling John		59.66	
171792	Hach Company	601-49430-000-42110	25.17	Beakers For Water Testing
	Hach Company		25.17	
171793	Hager Dan	601-00000-000-20200	65.37	Refund Check 015356-001, 1207 Maple Ln
171793	Hager Dan	601-00000-000-20200	9.11	Refund Check 015356-001, 1207 Maple Ln
	Hager Dan		74.48	
171794	Hart's Auto Supply	101-42123-420-42210	197.20	Rear Brake Pads Stock
171794	Hart's Auto Supply	101-42123-420-42210	256.00	Front Brake Pads Stock
	Hart's Auto Supply		453.20	
171795	Hatfield Taylor & Sarah	601-00000-000-20200	30.68	Refund Check 017967-000, 721 1 St NW
	Hatfield Taylor & Sarah		30.68	
171796	Hawkins Inc	601-49430-000-42160	2,697.84	Fluoride And Sodium Silicate For Water Treatment
171796	Hawkins Inc	602-49480-000-42160	6,055.56	Ferric Phosphorus Removal
171796	Hawkins Inc	601-49430-000-42160	4,611.00	Sodium Silicate/ Ammonia For Water Treatment
171796	Hawkins Inc	101-45122-450-42160	417.14	Pool Chemicals
171796	Hawkins Inc	602-49480-000-42160	5,842.12	Ferric Phos. Removal
171796	Hawkins Inc	601-49430-000-42160	677.00	Chlorine For Water Treatment
171796	Hawkins Inc	602-49480-000-42160	1,237.69	Bleach Phos Removal
171796	Hawkins Inc	101-45125-450-42160	500.92	Pool Chemicals
	Hawkins Inc		22,039.27	
171797	HD Supply Facilities Maintenance	241-46330-461-42110	33.67	12 Dap Kwik Seal
171797	HD Supply Facilities Maintenance	241-46330-461-42110	206.28	12 Toilet Seats
171797	HD Supply Facilities Maintenance	898-46310-000-42110	109.95	3.5 Gallon Battery Recycling Kit

Check Numb	Last Name	Acct 1	Amount	Description
171797	HD Supply Facilities Maintenance	898-46310-000-42110	986.88	Trash Bags/Smoke Detectors/Kick Plates/etc.
171797	HD Supply Facilities Maintenance	898-46310-000-42110	11.36	Appliance Brushes (2)
	HD Supply Facilities Maintenance		1,348.14	
171798	HD Supply Facilities Maintenance LTD	241-46330-461-42110	2,541.90	Alarms/Batteries/Range Hood/Mini Blinds Etc
	HD Supply Facilities Maintenance LTD		2,541.90	
171799	Hiawathaland Transit/Three Rivers Community Action	101-00000-000-20400	366.25	Bus Token Sales - May
	Hiawathaland Transit/Three Rivers Community Action		366.25	
171800	Hillyard Hutchinson	101-45122-450-42110	239.52	Hand Sanitizer
171800	Hillyard Hutchinson	101-45122-450-42230	64.44	Stainless Steel Cleaner
	Hillyard Hutchinson		303.96	
171801	Hy-Vee - Accounts Receivable	601-49430-000-42110	2.65	Paper Towels
171801	Hy-Vee - Accounts Receivable	101-43121-430-42110	17.94	Water for Street Department
171801	Hy-Vee - Accounts Receivable	101-43110-430-42110	25.48	Paper Towels
171801	Hy-Vee - Accounts Receivable	603-49500-000-42110	0.38	Paper Towels
171801	Hy-Vee - Accounts Receivable	602-49450-000-42110	2.65	Paper Towels
	Hy-Vee - Accounts Receivable		49.10	
0	I & S Group Inc	263-46500-462-44370	380.00	Project 20-24550 1116 2 St NW Modular Homes Specs
0	I & S Group Inc	898-46310-000-43090	7,950.00	Project 21-25019 Parking Lot
	I & S Group Inc		8,330.00	
171726	IAFF Local 665	101-00000-000-21708	720.00	PR Batch 00511.06.2021 IAFF Local 665
	IAFF Local 665		720.00	
171727	ICMA Retirement Trust 457	101-00000-000-21706	335.00	PR Batch 00511.06.2021 ICMA Deferred Comp
	ICMA Retirement Trust 457		335.00	
0	Innovative Office Solutions LLC	101-45110-450-42010	37.59	Dry Erase Markers
0	Innovative Office Solutions LLC	101-45500-450-42010	122.70	Markers-Post-its- Writing Pads-Batteries-Labels-Lint Roller Refi
0	Innovative Office Solutions LLC	101-45122-450-42110	20.70	Secure Bags for Bank Deposits
0	Innovative Office Solutions LLC	101-41940-410-42110	46.08	Kleenex

Check Numb	Last Name	Acct 1	Amount	Description
0	Innovative Office Solutions LLC	101-41320-410-42020	84.38	Keyboard and USB Port Hub Extender
0	Innovative Office Solutions LLC	101-42110-420-42010	20.64	P-Touch Label Tape
	Innovative Office Solutions LLC		332.09	
171802	Insty-Prints	101-42700-420-42030	173.50	Business Cards-Delesha/ Mesta/Esquivel
	Insty-Prints		173.50	
0	Internal Revenue Service	101-00000-000-21703	17,608.47	PR Batch 00511.06.2021 FICA Employer
0	Internal Revenue Service	101-00000-000-21701	42,710.06	PR Batch 00511.06.2021 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21704	6,140.43	PR Batch 00511.06.2021 Medicare Employer
0	Internal Revenue Service	101-00000-000-21703	17,608.47	PR Batch 00511.06.2021 FICA Employee
0	Internal Revenue Service	101-00000-000-21704	6,140.43	PR Batch 00511.06.2021 Medicare Employee
	Internal Revenue Service		90,207.86	
171728	IUOE Local 70	101-00000-000-21708	2,308.08	PR Batch 00511.06.2021 Local 70 Union Dues
	IUOE Local 70		2,308.08	
0	Jandro Excavating	601-49430-000-43090	510.00	Labor/Sample Taps Wells 1 & 3
0	Jandro Excavating	101-45200-450-44010	585.00	Plumbing Work (Bell Field)
0	Jandro Excavating	601-49430-000-42210	637.50	Sample Taps Wells 1 & 3
	Jandro Excavating		1,732.50	
171803	Jerrow Ryan	601-00000-000-20200	43.20	Refund Check 020519-000, 218 7 Ave NW
	Jerrow Ryan		43.20	
171804	Jindra Nolan & Jamie	101-00000-000-22000	1,000.00	Escrow Release for 1841 Paulis Drive
	Jindra Nolan & Jamie		1,000.00	
0	John Henry Foster MN Inc	602-49480-000-44040	304.31	Air Compressor Repair
	John Henry Foster MN Inc		304.31	
171805	Johnson L Steven	601-00000-000-20200	1,287.28	Refund Check 018118-000, 210 8 Ave NW
	Johnson L Steven		1,287.28	

Check Numb	Last Name	Acct 1	Amount	Description
171806	Johnson Scott or Nancy	601-00000-000-20200	7.37	Refund Check 017228-012, 1147 7 Ave SW
	Johnson Scott or Nancy		7.37	
171807	Kaderlik Randy	101-00000-410-32190	75.00	Golf Cart Permit Refund due to Insurance Issues
	Kaderlik Randy		75.00	
171808	Kasper Deborah K	101-45122-450-43090	390.00	Swim Lesson Interpreter
	Kasper Deborah K		390.00	
0	Kennedy & Graven, Chartered	101-41610-410-43040	697.00	FA105-00356 Notice of Legal Claim: ACLU V CoF
0	Kennedy & Graven, Chartered	101-41610-410-43040	184.50	FA105-00007 General Development Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	678.60	FA105-00005 General Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	2,410.00	FA105-00427 Met Con Business Park Second Addition
0	Kennedy & Graven, Chartered	437-41940-410-45204	144.70	FA105-00387 Acquisition of Lockerby Property
0	Kennedy & Graven, Chartered	290-46500-462-43040	61.50	FA275-00005 EDA Meetings
0	Kennedy & Graven, Chartered	101-41610-410-43040	1,198.20	FA105-00417 2021 City Council Meeting
0	Kennedy & Graven, Chartered	101-00000-000-11540	385.60	FA105-00190 Faribault Foods
0	Kennedy & Graven, Chartered	474-43121-430-45303	697.00	FA105-00429 2021 Land Acquisition from Faribault Foods
0	Kennedy & Graven, Chartered	280-46310-461-43040	389.50	FA155-00085 Donation of Lot 18.32.2.80.002 Division St E
0	Kennedy & Graven, Chartered	101-41610-410-43040	121.80	FA105-00012 General Licensing Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	184.50	FA105-00260 Senior Center
0	Kennedy & Graven, Chartered	225-49810-430-43040	69.60	FA105-00004 Faribault Municipal Airport
0	Kennedy & Graven, Chartered	280-46310-461-43040	20.50	FA155-00006 General Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	1,397.80	FA105-00426 Stoneridge Third Addition
0	Kennedy & Graven, Chartered	601-49430-000-43040	20.50	FA105-00430 Well House #5 Claim
0	Kennedy & Graven, Chartered	290-46500-462-43040	192.80	FA275-00060 Trystar Matter
0	Kennedy & Graven, Chartered	101-41610-410-43040	1,250.50	FA105-00010 General Employment Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	1,479.00	FA105-00028 General Planning Matters
0	Kennedy & Graven, Chartered	270-46500-462-43070	48.20	FA105-00377 Hamilton Apartment Project
0	Kennedy & Graven, Chartered	101-00000-000-22000	1,205.00	FA105-00421 Camelot Court Estates
0	Kennedy & Graven, Chartered	101-41610-410-43040	102.50	FA105-00197 Charter Commission
0	Kennedy & Graven, Chartered	101-41610-410-43040	143.50	FA105-00428 Remediation & Clean-up of the Old Manuf. Gas Plant
0	Kennedy & Graven, Chartered	437-41940-410-45207	35.40	FA105-00401 Purchase of FBO Properties LLC Parcel of Land
0	Kennedy & Graven, Chartered	280-46310-461-43040	52.20	FA155-00084HRA Meetings
	Kennedy & Graven, Chartered		13,170.40	
171809	Knutson Michelle	601-00000-000-20200	9.89	Refund Check 012732-000, 526 8 Ave NW

Check Numb	Last Name	Acct 1	Amount	Description
	Knutson Michelle		9.89	
171810	Kwik Case LLC	101-45500-450-42410	1,054.08	Kwik Cases for DVDs
	Kwik Case LLC		1,054.08	
171811	Lake Superior College	101-43190-430-42110	170.00	MnDOT Spec Books
	Lake Superior College		170.00	
171812	Landscape Structures Inc	404-45200-450-45300	117,255.80	Fleckenstein Bluffs Park Playground Equipment
	Landscape Structures Inc		117,255.80	
171813	Larson Milo	101-42700-420-42030	29.63	No Trespass Notice
171813	Larson Milo	101-42700-420-42030	111.95	Night to Unite
	Larson Milo		141.58	
171729	Law Enforcement Labor Services Inc	101-00000-000-21708	1,333.50	PR Batch 00511.06.2021 LELS 357 Union Dues
	Law Enforcement Labor Services Inc		1,333.50	
171814	League of Minnesota Cities Ins Trust	101-45140-450-41510	915.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	101-41800-410-41510	197.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	902-00000-000-23935	110,614.00	Workers Compensation Coverage Premium
171814	League of Minnesota Cities Ins Trust	101-42400-420-41510	397.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	101-43121-430-41510	11,530.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	101-43126-430-41510	1,589.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	101-41910-410-41510	374.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	101-42700-420-41510	1,637.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	101-42210-420-41510	1,951.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	101-42124-420-41510	442.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	101-45125-450-41510	2,189.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	101-42123-420-41510	29,067.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	601-49430-000-41510	2,061.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	902-00000-000-23935	-110,614.00	Workers Compensation Coverage Premium
171814	League of Minnesota Cities Ins Trust	602-49450-000-41510	6,099.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	101-43190-430-41510	504.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	101-42220-420-41510	17,195.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	101-42121-420-41510	9,341.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	101-45122-450-41510	1,059.00	Workers Compensation Insurance

Check Numb	Last Name	Acct 1	Amount	Description
171814	League of Minnesota Cities Ins Trust	101-42110-420-41510	7,698.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	101-43110-430-41510	103.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	101-45126-450-41510	90.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	101-45500-450-41510	934.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	101-41320-410-41510	273.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	603-49500-000-41510	951.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	101-45200-450-41510	5,315.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	240-46210-460-41510	1,327.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	101-41110-410-41510	17.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	101-45110-450-41510	624.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	602-49480-000-41510	4,510.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	101-41580-410-41510	190.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	101-45130-450-41510	287.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	101-45122-450-41510	446.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	101-41510-410-41510	445.00	Workers Compensation Insurance
171814	League of Minnesota Cities Ins Trust	101-41940-410-41510	857.00	Workers Compensation Insurance
	League of Minnesota Cities Ins Trust		110,614.00	
171815	Liffengren Dennis Ray	101-45200-450-44040	75.00	Wheel Alignment
	Liffengren Dennis Ray		75.00	
0	Little Rodney	101-45127-450-43090	1,640.00	Mowing
0	Little Rodney	101-45126-450-43090	220.00	Mowing
	Little Rodney		1,860.00	
171816	LNS Court Reporting and Captioning	101-41110-410-43090	232.00	Closed Captioning
	LNS Court Reporting and Captioning		232.00	
171817	Loffler Companies Inc	101-42123-420-44160	66.38	B/W and Color Copies
	Loffler Companies Inc		66.38	
0	Long Matt	101-42123-420-43140	14.00	Per diem - Pursuit Refresher 6/30
	Long Matt		14.00	
171818	Lube-Tech ESI	101-43121-430-42130	709.34	Heavy Equipment Oil
171818	Lube-Tech ESI	601-49430-000-42130	177.34	Heavy Equipment Oil
171818	Lube-Tech ESI	603-49500-000-42130	266.00	Heavy Equipment Oil

Check Numb	Last Name	Acct 1	Amount	Description
171818	Lube-Tech ESI	101-45200-450-42130	354.67	Heavy Equipment Oil
171818	Lube-Tech ESI	602-49450-000-42130	266.00	Heavy Equipment Oil
	Lube-Tech ESI		1,773.35	
171819	Manke's Outdoor Eqt & Appliances	101-45200-450-42110	235.89	Weed Trimmer Parts
	Manke's Outdoor Eqt & Appliances		235.89	
171820	Marvets Anthony & Julie	601-00000-000-20200	178.55	Refund Check 022094-000, 404 Willow St
	Marvets Anthony & Julie		178.55	
0	McCarthy-Cray Brandon	101-42123-420-43310	14.00	Per Diem Pursuit Refresher 6/30
	McCarthy-Cray Brandon		14.00	
171821	McDonough Christian	601-00000-000-20200	54.25	Refund Check 023142-000, 113 22 Ave SW
	McDonough Christian		54.25	
0	Met Con Companies	101-43121-430-43090	5,861.46	Hauling Of Sealcoat Material
	Met Con Companies		5,861.46	
171822	Midwest Tape LLC	101-45500-450-42192	25.99	Audio/Visual
171822	Midwest Tape LLC	101-45500-450-42192	142.70	Audio/Visual
171822	Midwest Tape LLC	101-45500-450-42192	244.94	Audio/Visual
171822	Midwest Tape LLC	101-45500-450-42192	128.69	Audio/Visual
171822	Midwest Tape LLC	101-45500-450-42192	21.74	Audio/Visual
171822	Midwest Tape LLC	101-45500-450-42192	317.92	Audio/Visual
171822	Midwest Tape LLC	101-45500-450-42192	22.49	Audio/Visual
171822	Midwest Tape LLC	101-45500-450-42192	164.96	Audio/Visual
171822	Midwest Tape LLC	101-45500-450-42192	907.75	Audio/Visual
	Midwest Tape LLC		1,977.18	
0	Minnesota ASA	101-45130-450-43130	575.00	USA Team Sanction Fee
	Minnesota ASA		575.00	
0	Minnesota Child Support Payment Center	101-00000-000-21716	632.26	PR Batch 00511.06.2021 Child Support

Check Numb	Last Name	Acct 1	Amount	Description
	Minnesota Child Support Payment Center		632.26	
171823	Minnesota Department of Labor & Industry	101-00000-000-20820	759.57	March MN Surcharge Report
171823	Minnesota Department of Labor & Industry	101-00000-000-20820	733.22	Surcharge Report for April
	Minnesota Department of Labor & Industry		1,492.79	
0	Minnesota Department of Revenue	101-00000-000-21702	18,295.16	PR Batch 00511.06.2021 State Income Tax
	Minnesota Department of Revenue		18,295.16	
171730	Minnesota Teamsters Local 320	101-00000-000-21708	323.00	PR Batch 00511.06.2021 Teamsters Local 320 Non-Essent
171730	Minnesota Teamsters Local 320	101-00000-000-21708	566.20	PR Batch 00511.06.2021 Teamsters 320 Union Dues
	Minnesota Teamsters Local 320		889.20	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	427.40	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	191.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	191.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	415.40	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	212.60	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49450-000-43090	191.00	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		1,628.40	
171824	Money Movers Inc	101-45110-450-43090	9.50	Insurance Reimbursement Maintenance Fee - May
	Money Movers Inc		9.50	
0	Motor Parts & Equipment Corp	601-49430-000-42210	25.40	Connectors - Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	1.60	Oil Filter Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	14.40	Cab Filter #101
0	Motor Parts & Equipment Corp	101-43121-430-42210	52.89	Primary Wire and Tape #110
0	Motor Parts & Equipment Corp	101-43121-430-42210	-2.64	Return Carburetor Gasket Street Tamper
0	Motor Parts & Equipment Corp	101-45200-450-42210	33.87	Connectors - Stock
0	Motor Parts & Equipment Corp	101-43126-430-42210	4.27	Oil Filter Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	1.07	Oil Filter Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	23.57	Oil and Air Filters Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	25.41	Connectors - Stock
0	Motor Parts & Equipment Corp	101-43126-430-42110	53.16	Discs For Gasket Removal
0	Motor Parts & Equipment Corp	101-43121-430-42210	83.89	Spring Brake #217
0	Motor Parts & Equipment Corp	101-43170-430-42110	25.06	Tire Pressure Gauge

Check Numb	Last Name	Acct 1	Amount	Description
0	Motor Parts & Equipment Corp	601-49430-000-42210	1.60	Oil Filter Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	5.29	Electrical Connectors #110
0	Motor Parts & Equipment Corp	101-43190-430-42210	107.00	Shock Absorbers #2
0	Motor Parts & Equipment Corp	601-49430-000-42210	17.67	Oil and Air Filters Stock
0	Motor Parts & Equipment Corp	602-49480-000-42130	11.45	Trickling Filter Oil
0	Motor Parts & Equipment Corp	101-42123-420-42210	12.70	Tire Foam - Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	2.64	Carburetor Gasket-Street Tamper
0	Motor Parts & Equipment Corp	101-43126-430-42110	7.29	Oil Change Labels
0	Motor Parts & Equipment Corp	602-49450-000-42210	17.67	Oil and Air Filters Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	5.02	Panel Clips
0	Motor Parts & Equipment Corp	101-43121-430-42210	38.00	Primary Wire #110
0	Motor Parts & Equipment Corp	101-43121-430-42210	-87.50	Wiper & Bearing Return #317
0	Motor Parts & Equipment Corp	101-42123-420-42210	16.94	Connectors - Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	67.74	Connectors - Stock
0	Motor Parts & Equipment Corp	603-49500-000-42210	109.09	Battery For Unit #107
0	Motor Parts & Equipment Corp	101-45200-450-42210	12.46	Oil Filter
0	Motor Parts & Equipment Corp	101-42123-420-42210	11.78	Oil and Air Filters Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	2.13	Oil Filter Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	47.13	Oil and Air Filters Stock
	Motor Parts & Equipment Corp		748.05	
0	MTI Distributing Inc	101-45200-450-42220	174.07	Tires
	MTI Distributing Inc		174.07	
171825	MWOA	602-49480-000-43140	275.00	MWOA Annual Conference - Morgan
	MWOA		275.00	
171826	National Rec & Park Association	101-45110-450-44330	175.00	2021 NRPA Membership- Peanasky
	National Rec & Park Association		175.00	
0	NCL of Wisconsin Inc	602-49480-000-42160	334.50	Lab Chemicals
	NCL of Wisconsin Inc		334.50	
171827	Northbound Enterprise Inc.	601-00000-000-20200	97.61	Refund Check 023182-001, 624 2 St NE
	Northbound Enterprise Inc.		97.61	
171828	On Target A & M Inc	601-49430-000-42030	550.00	Water Quality Report

Check Numb	Last Name	Acct 1	Amount	Description
171828	On Target A & M Inc	601-49430-000-43090	173.83	Utility Bill Insertion
171828	On Target A & M Inc	602-49480-000-43090	173.83	Utility Bill Insertion
171828	On Target A & M Inc	603-49500-000-43090	173.82	Utility Bill Insertion
	On Target A & M Inc		1,071.48	
0	Orchard Trust Company	101-00000-000-21706	1,175.00	PR Batch 00511.06.2021 Roth Deferred Compensation
0	Orchard Trust Company	101-00000-000-21706	10,176.88	PR Batch 00511.06.2021 MN Deferred Comp
	Orchard Trust Company		11,351.88	
0	Paape Companies Inc	101-42210-420-44010	390.25	Boiler Repair
0	Paape Companies Inc	101-42210-420-44045	875.00	Labor/Materials-Install Venting New Pressure Washer
	Paape Companies Inc		1,265.25	
171829	Paradise Center for the Arts	101-45110-450-44383	16,000.00	Capital Funding Request - 2021
	Paradise Center for the Arts		16,000.00	
171830	Perkins + Will Inc	101-45500-450-45300	1,105.55	Plaza Project
	Perkins + Will Inc		1,105.55	
171831	Petty Cash	101-42121-420-44390	12.00	New License Plates #22 Deputy Registrar
	Petty Cash		12.00	
171832	Pioneer Athletics	101-45127-450-42110	770.00	Marking Paint (Soccer Yellow)
	Pioneer Athletics		770.00	
0	Property Pros	241-46330-461-44010	550.00	49 Units Litter Removal
0	Property Pros	241-46330-461-44010	10.50	1319 NW 7th Street Clean Gutters/Unclog Bathroom Sink
0	Property Pros	241-46330-461-44010	1,764.00	621 Hulet Ave Painting
0	Property Pros	241-46330-461-44010	10.50	1323 NW 7th Street Clean Gutters
0	Property Pros	241-46330-461-44010	21.00	1536 Western Weatherstrip Door Sheetrock/Panel Repair
0	Property Pros	241-46330-461-44010	3,228.00	49 Units Mowing May 2021
0	Property Pros	241-46330-461-44010	33.00	Spring Road Spray Weeds/Landscaping
0	Property Pros	898-46310-000-44010	730.15	1324 Prairie Avenue Mowing May 2021
0	Property Pros	241-46330-461-44010	42.00	527 Lincoln Repair Kitchen Drain
0	Property Pros	241-46330-461-44010	31.50	1323 NW 7th Street Repair Bedroom Door Hinges
0	Property Pros	241-46330-461-44010	42.00	725 Willow Unclog Bathtub

Check Numb	Last Name	Acct 1	Amount	Description
0	Property Pros	241-46330-461-44010	1,300.00	49 Units Spray Weeds
0	Property Pros	211-46310-460-44010	45.00	16 SE 1st Street Spray Weeds
0	Property Pros	241-46330-461-42110	217.68	1806 Shumway Sherwin Williams Paint
0	Property Pros	241-46330-461-44010	26.00	910-920 1st Street SW Spray Weeds/Landscaping
0	Property Pros	211-46310-460-44010	100.00	16 SE 1st Street Mowing May 2021
0	Property Pros	241-46330-461-42110	35.19	904 D Spring Road Lamperts Brick Moulding
0	Property Pros	263-46500-462-44370	70.00	1116 2nd Street Mowing May 2021
0	Property Pros	898-46310-000-44010	209.38	1324 Prairie Avenue Spray Weeds
0	Property Pros	241-46330-461-44010	147.00	900 C Spring Road Garage Door Repair
0	Property Pros	241-46330-461-44010	42.00	900 D Spring Road Repairs
0	Property Pros	241-46330-461-42110	228.79	621 Hulet Avenue Sherwin Williams Paint/Tape
0	Property Pros	241-46330-461-44010	966.00	1806 Shumway Paint Unit
0	Property Pros	241-46330-461-44010	42.00	1225 NW 2nd Street Kitchen Drain Repair
0	Property Pros	241-46330-461-44010	252.00	904 D Spring Road Repair Bathroom Ceiling/Paint Entry Door Trim
0	Property Pros	241-46330-461-44010	41.00	1324 Prairie Avenue Spray Weeds/Landscaping
0	Property Pros	241-46330-461-44010	84.00	523 Division Street Replace Fire Alarm/Repair Cabinet
	Property Pros		10,268.69	
0	Public Employees Retirement Association	101-00000-000-21705	17,253.23	PR Batch 00511.06.2021 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	25,879.81	PR Batch 00511.06.2021 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	19,541.66	PR Batch 00511.06.2021 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	16,936.10	PR Batch 00511.06.2021 PERA Coordinated
	Public Employees Retirement Association		79,610.80	
171833	Quadient Leasing USA Inc	101-41940-410-44160	703.26	Lease Postage Machine-04/04/21-07/03/21
	Quadient Leasing USA Inc		703.26	
0	Quality Aviation Inc	225-49810-430-43090	1,416.67	Management Agreement
0	Quality Aviation Inc	225-49810-430-43090	2,083.33	Maintenance Agreement
	Quality Aviation Inc		3,500.00	
171834	Reagan Outdoor Advertising of Rochester	101-45110-450-43430	150.00	Advertising
171834	Reagan Outdoor Advertising of Rochester	101-45110-450-43430	150.00	FPR Billboard Advertisement
	Reagan Outdoor Advertising of Rochester		300.00	
171835	Recap Advisors LLC	241-46330-461-43090	500.00	RAD Feasibility through 5/31/2021

Check Numb	Last Name	Acct 1	Amount	Description
	Recap Advisors LLC		500.00	
171837	Rice County	101-41410-410-42110	710.00	Election Machine/Automark Maintenance
171837	Rice County	873-49499-000-44371	5,475.29	Roberds Lake Sewer Collected-May
	Rice County		6,185.29	
0	Rice County Recorder	101-41910-410-43520	46.00	Easement-S & K Group/1308 Willow Street A739853
	Rice County Recorder		46.00	
171836	Rice John	601-00000-000-20200	49.01	Refund Check 013451-000, 705 3 St NE
	Rice John		49.01	
171838	Riebe Aaron	601-00000-000-20200	66.90	Refund Check 022209-000, 419 Shumway Ave
	Riebe Aaron		66.90	
171839	Rintoul Ryan & Bobbi	601-00000-000-20200	42.45	Refund Check 022040-000, 1117 Shumway Ct
171839	Rintoul Ryan & Bobbi	601-00000-000-20200	38.64	Refund Check 022040-000, 1117 Shumway Ct
	Rintoul Ryan & Bobbi		81.09	
171840	River Birch Properties	601-00000-000-20200	23.09	Refund Check 015709-001, 720 4 St NW
	River Birch Properties		23.09	
171841	Rock River Industries LLC	101-42220-420-42210	54.81	Lock/Pin/Swivel
	Rock River Industries LLC		54.81	
171842	Roe Quillan	101-45130-450-43131	850.00	Concert in the Park 7/8/2021
	Roe Quillan		850.00	
171843	Rook Philip Anthony	101-45130-450-43131	1,200.00	Concert in the Park 7/1
	Rook Philip Anthony		1,200.00	
171844	Rouchka Tom	101-41580-410-43090	300.00	Firewall Configuration and Training

Check Numb	Last Name	Acct 1	Amount	Description
	Rouchka Tom		300.00	
171845	S.M. Hentges & Sons Inc	602-49480-000-45300	868,429.28	WRF Flood Mitigation Pay App. 1
	S.M. Hentges & Sons Inc		868,429.28	
171846	Safety-Kleen Systems Inc	101-43126-430-42110	103.15	Parts Washer
	Safety-Kleen Systems Inc		103.15	
0	Sammon Eric	101-42123-420-43310	14.00	Per Diem Pursuit Refresher 6/30/21
	Sammon Eric		14.00	
0	Schilling Supply Company	101-41940-410-42110	203.95	Soap/Air Deodorizer/Urinal Screens
	Schilling Supply Company		203.95	
171847	Schwartz Heidi	601-00000-000-20200	13.32	Refund Check 015231-000, 1312 1 St NW
	Schwartz Heidi		13.32	
0	Selco	101-45500-450-43250	3,718.06	Basic Service Fees & PC Support
	Selco		3,718.06	
171848	Sherwin Williams Company #3037	101-43170-430-42240	126.45	Paint For Street Painting
171848	Sherwin Williams Company #3037	101-45200-450-42110	159.43	Picnic Table Paint
171848	Sherwin Williams Company #3037	101-42110-420-42230	18.08	Paint
	Sherwin Williams Company #3037		303.96	
0	ShofCorp LLC	898-46310-000-43090	70.05	TRACS Data Processing June 2021
	ShofCorp LLC		70.05	
0	Short Elliott Hendrickson Inc	602-49450-000-43030	2,745.52	Water Reclamation Facility Through 3/31/21
0	Short Elliott Hendrickson Inc	602-49480-000-45300	22,726.85	Flood Mitigation
0	Short Elliott Hendrickson Inc	601-49430-000-43030	2,184.81	AWIA Risk Assess./ERP Through 5/29/21
	Short Elliott Hendrickson Inc		27,657.18	

Check Numb	Last Name	Acct 1	Amount	Description
0	Springbrook Holding Company LLC	602-49450-000-44325	1,338.00	CivicPay Fees-May
0	Springbrook Holding Company LLC	601-49430-000-44325	1,338.00	CivicPay Fees-May
	Springbrook Holding Company LLC		2,676.00	
171849	Srubas AJ	101-45130-450-43131	700.00	Concert in the Park 6/10/2021
	Srubas AJ		700.00	
171850	Stadler Linda	601-00000-000-20200	25.00	Re-issue Check #171611 UB Refund 010972-000
	Stadler Linda		25.00	
171851	Star Sports & Apparel LLC	101-45125-450-42110	29.98	Pool Break Horn
171851	Star Sports & Apparel LLC	101-45140-450-42110	135.04	Baseballs for Youth Baseball
	Star Sports & Apparel LLC		165.02	
171852	Steele County Treasurer	101-42123-420-44330	150.00	Logis - Auto-Tagging / Monthly
171852	Steele County Treasurer	101-42123-420-44330	150.00	Use of LOGIS System
	Steele County Treasurer		300.00	
171853	T. Nelson Properties	601-00000-000-20200	64.14	Refund Check 017470-080, 314 23 St NW Apt 6
	T. Nelson Properties		64.14	
171854	TAVCOM Inc	101-41800-410-43410	995.00	Veteran's Recruitment Ad
	TAVCOM Inc		995.00	
171855	Thomson Reuters - West	101-42121-420-43090	420.82	Nationwide Database
	Thomson Reuters - West		420.82	
171856	Tom's Lock & Key, LLC	602-49480-000-42110	40.00	Keys
171856	Tom's Lock & Key, LLC	241-46330-461-44010	90.00	1806 Shumway Rekey 2 Locks
171856	Tom's Lock & Key, LLC	898-46310-000-42110	12.00	#204 4 Keys
171856	Tom's Lock & Key, LLC	241-46330-461-42110	24.00	1806 Shumway 4 Front Door Keys & 4 Patio Door Keys
171856	Tom's Lock & Key, LLC	241-46330-461-42110	18.00	1522 Western Avenue 2 Front Door/Patio Door/Garage Door Keys
171856	Tom's Lock & Key, LLC	241-46330-461-44010	105.00	621 Hulet Rekey 3 Locks
171856	Tom's Lock & Key, LLC	898-46310-000-44010	75.00	#204 Rekey Apartment & 4 Keys
171856	Tom's Lock & Key, LLC	241-46330-461-42110	12.00	621 Hulet Avenue 4 Keys

Check Numb	Last Name	Acct 1	Amount	Description
	Tom's Lock & Key, LLC		376.00	
171857	TRI Air Testing Inc	101-42220-420-43090	195.01	CGA Grade E Moisture Air Test
	TRI Air Testing Inc		195.01	
171858	Truck Center Companies East LLC	101-43121-430-42210	10.71	Cab Filter #118
	Truck Center Companies East LLC		10.71	
0	Uline	101-42121-420-42110	103.62	Clear Cylinder Bottle - Tape
	Uline		103.62	
171859	UPS Store The	101-42220-420-43250	11.36	Shipping on Return Package
171859	UPS Store The	601-49430-000-43250	21.42	Water Samples Shipped To MDH
171859	UPS Store The	601-49430-000-43250	15.25	Water Samples Shipped To The MDH
	UPS Store The		48.03	
171860	US Bank Equipment Finance	240-46210-460-44160	128.07	Equipment ID 109043
171860	US Bank Equipment Finance	101-41940-410-44160	128.08	Equipment ID 109061
	US Bank Equipment Finance		256.15	
171861	Venture Hydraulics Inc	101-43126-430-42110	245.16	Hydraulic O-ring Kit
	Venture Hydraulics Inc		245.16	
171862	Verified Credentials Inc	101-42123-420-43090	20.00	Background Screening - V. Malecha
	Verified Credentials Inc		20.00	
171863	Verizon Wireless	602-49450-000-43210	70.02	Data Air Cards- sewer
171863	Verizon Wireless	902-00000-000-23935	-1,640.28	Data Charges-May
171863	Verizon Wireless	602-49480-000-43210	68.46	WWTP Phones
171863	Verizon Wireless	101-43121-430-43210	35.01	Data Street Sign Shop Devices
171863	Verizon Wireless	101-45140-450-43210	35.01	Data Community Center Youth Sports
171863	Verizon Wireless	101-42110-420-43210	70.02	Data/Admin Ipad
171863	Verizon Wireless	101-42210-420-43210	35.01	Data Fire Chief
171863	Verizon Wireless	101-42220-420-43210	35.01	Data Fire Captains
171863	Verizon Wireless	603-49500-000-43210	210.06	Data Air Cards- storm

Check Numb	Last Name	Acct 1	Amount	Description
171863	Verizon Wireless	101-42123-420-43210	840.34	Data Air Cards - MDC
171863	Verizon Wireless	601-49430-000-43210	241.34	Data Air Cards- water
171863	Verizon Wireless	902-00000-000-23935	1,640.28	Data Charges-May
Verizon Wireless			1,640.28	
0	Virg's Appliance Service Inc	241-46330-461-44010	105.95	912 SW 1st St Refrigerator Gasket Repair Labor
0	Virg's Appliance Service Inc	241-46330-461-44010	117.00	621 Hulet Ave Refrigerator Repair Shelf/Trim Labor
0	Virg's Appliance Service Inc	241-46330-461-44010	95.00	920 SW 1st Street Range Repair/Burner Cleaning
0	Virg's Appliance Service Inc	898-46310-000-44010	95.00	#226 Refrigerator Condenser Fan Labor
0	Virg's Appliance Service Inc	241-46330-461-44010	95.00	914 SW 1st St Burner Repair
0	Virg's Appliance Service Inc	241-46330-461-42110	81.90	900 B Spring Rd Burner/Receptacle
0	Virg's Appliance Service Inc	241-46330-461-44010	95.00	521 Lincoln Ave Refrigerator Repair Gasket
0	Virg's Appliance Service Inc	241-46330-461-44010	95.00	1816 Shumway Range Burner Repair
0	Virg's Appliance Service Inc	241-46330-461-44010	95.00	621 Hulet Ave Refrigerator Repair
0	Virg's Appliance Service Inc	241-46330-461-44010	95.00	900 B Spring Rd Range Burner Repair Labor
0	Virg's Appliance Service Inc	241-46330-461-42110	39.95	1323 NW 7th Street Range Repair Burner
0	Virg's Appliance Service Inc	241-46330-461-44010	95.00	1528 Western Range Install after Cabinet Repair
0	Virg's Appliance Service Inc	241-46330-461-42110	109.95	521 Lincoln Ave Refrigerator Gasket
0	Virg's Appliance Service Inc	241-46330-461-44010	105.95	918 SW 1st St Refrigerator Gasket Repair
0	Virg's Appliance Service Inc	241-46330-461-42110	110.00	621 Hulet Ave Refrigerator Cover Pan Replaced
0	Virg's Appliance Service Inc	241-46330-461-42110	164.90	621 Hulet Ave Refrigerator Repair Shelf/Trim
0	Virg's Appliance Service Inc	241-46330-461-42110	286.00	918 SW 1st St Refrigerator Gasket and Shelf
0	Virg's Appliance Service Inc	241-46330-461-44050	1,164.00	412 NW 13th Street Refrigerator Whirlpool
0	Virg's Appliance Service Inc	241-46330-461-44010	25.00	621 Hulet Ave Refrigerator Cover Pan Replaced Labor
0	Virg's Appliance Service Inc	898-46310-000-42110	75.11	#226 Refrigerator Condenser Fan Repair
0	Virg's Appliance Service Inc	898-46310-000-44010	95.00	#107 Range Repair
0	Virg's Appliance Service Inc	241-46330-461-44010	95.00	1812 Shumway Range Burner Repair
0	Virg's Appliance Service Inc	241-46330-461-42110	89.95	912 SW 1st St Refrigerator Gasket Repair
0	Virg's Appliance Service Inc	241-46330-461-44010	95.00	1536 Western Range Repair
0	Virg's Appliance Service Inc	898-46310-000-44050	989.30	#107 Glass Top Range
0	Virg's Appliance Service Inc	241-46330-461-42110	89.95	1534 Western Range Ignitor
0	Virg's Appliance Service Inc	241-46330-461-44010	95.00	1323 NW 7th Street Range Repair Labor
Virg's Appliance Service Inc			4,694.91	
171864	Wal-Mart	101-42220-420-42110	14.92	Carafe
171864	Wal-Mart	101-45140-450-42110	263.38	Washington Camp Supplies
171864	Wal-Mart	101-42210-420-42230	19.76	Pepper & Tomato Plants - Fire Dept
171864	Wal-Mart	101-45140-450-42110	61.81	Washington Camp Supplies
171864	Wal-Mart	101-45140-450-42110	114.24	Fun Center Supplies
171864	Wal-Mart	101-45140-450-42110	187.69	Bats for Summer Baseball

Check Numb	Last Name	Acct 1	Amount	Description
	Wal-Mart		661.80	
171865	Waste Management of WI-MN	101-45500-450-43840	365.28	Central Ave 5/1/21-5/31/21
171865	Waste Management of WI-MN	101-45200-450-43840	105.30	White Sands - 900 Lyndale Ave
171865	Waste Management of WI-MN	101-45126-450-43840	21.65	Washington Rec Center - 117 Shumway Ave
171865	Waste Management of WI-MN	602-49480-000-43840	1,211.65	Wastewater Reclamation Facility-214 14th St NE
171865	Waste Management of WI-MN	101-45125-450-43840	160.78	Aquatic Center - 1810 2nd Ave NW
171865	Waste Management of WI-MN	601-49430-000-43840	63.84	PW Facility - 1200 Belview Tr
171865	Waste Management of WI-MN	101-45122-450-43840	110.00	Community Center
171865	Waste Management of WI-MN	225-49810-430-43840	126.59	Airport - 3401 Hwy 21 W
171865	Waste Management of WI-MN	602-49450-000-43840	63.84	PW Facility - 1200 Belview Tr
171865	Waste Management of WI-MN	101-45500-450-43840	109.99	Buckham Center - 11 Division St E
171865	Waste Management of WI-MN	101-45200-450-43840	96.24	Teepee Tonka Park - 10 3rd Ave NE
171865	Waste Management of WI-MN	101-42110-420-43840	115.10	Police - 25 4th St NW
171865	Waste Management of WI-MN	101-45127-450-43840	107.57	Soccer Field - 704 17th St SW
171865	Waste Management of WI-MN	101-41940-410-43840	111.97	City Hall - 208 1st Ave NW
171865	Waste Management of WI-MN	101-45200-450-43840	384.96	North Alex. Park - 1810 2nd Ave NW
171865	Waste Management of WI-MN	603-49500-000-43840	9.08	PW Facility - 1200 Belview Tr
171865	Waste Management of WI-MN	101-45200-450-43840	40.96	Parking Lot Behind Post Office
171865	Waste Management of WI-MN	101-43121-430-43840	613.40	PW Facility - 1200 Belview Tr
171865	Waste Management of WI-MN	101-42210-420-43840	118.97	Fire - 122 2nd St NW
	Waste Management of WI-MN		3,937.17	
171866	Woo Kit	601-00000-000-20200	26.65	Refund Check 010164-135, 1309 2 St NW Apt 2
	Woo Kit		26.65	
0	WSB & Associates Inc	603-49500-000-43030	6,615.75	2021 SWMP Update/MS4 4/1/21-4/30/21
	WSB & Associates Inc		6,615.75	
171867	Xcel Energy	898-46310-000-43830	260.44	Gas Thru 06/09/2021
171867	Xcel Energy	101-43160-430-43810	51.90	51-0012926306-6 328 4 St NW-4 Ave NW Signal System
171867	Xcel Energy	902-00000-000-23935	-18,032.49	Xcel Misc-April
171867	Xcel Energy	101-43160-430-43810	42.16	51-0012926306-6 402 Central-Central Ave Signal System
171867	Xcel Energy	241-46330-461-43810	35.02	621 Hulet Ave Electric thru 6/07/2021 Final
171867	Xcel Energy	225-49810-430-43830	26.93	51-0325544-5 Hangar 910G - Rental
171867	Xcel Energy	101-43160-430-43810	91.65	51-0012776642-4 720 4 St NW Street Light Feed Point
171867	Xcel Energy	241-46330-461-43830	4.88	621 Hulet Ave Gas Thru 6/07/2021 Final
171867	Xcel Energy	601-49430-000-43810	31.75	51-0013092616-3 812 8 Ave NW Bldg B-WTP
171867	Xcel Energy	602-49450-000-43810	23.98	51-0012509758-8 1321 Matteson St-Lift Station

Check Numb	Last Name	Acct 1	Amount	Description
171867	Xcel Energy	101-43160-430-43810	16.73	51-5358630-4 45 State Ave Lighting
171867	Xcel Energy	902-00000-000-23935	18,032.49	Xcel Misc-April
171867	Xcel Energy	101-45200-450-43810	17.93	51-0013096682-1 705 3 Ave NW-Wapacuta Park Shelter
171867	Xcel Energy	898-46310-000-43810	318.08	Electric thru 6/09/2021
171867	Xcel Energy	241-46330-461-43830	14.15	1806 Shumway Gas Thru 6/7/2021
171867	Xcel Energy	241-46330-461-43810	27.98	621 Hulet Ave Electric Thru 06/02/2021
171867	Xcel Energy	225-49810-430-43830	25.00	51-0325546-7 Hangar 910B - City
171867	Xcel Energy	601-49430-000-43810	191.52	51-0012893015-3 812 8 Ave NW-WTP
171867	Xcel Energy	241-46330-461-43810	19.85	1806 Shumway Electric thru 6/7/2021
171867	Xcel Energy	225-49810-430-43830	28.83	51-0325271-5 Hangar 910A - City
171867	Xcel Energy	101-43160-430-43810	72.13	51-0012965373-9 1190 Hwy 60 W Street Light
171867	Xcel Energy	241-46330-461-43810	16.61	910-920 SW 1st Street Parking Lot Lights thru 06/06/2021
171867	Xcel Energy	101-43160-430-43810	151.29	51-0012776641-3 218 3 St NW/129 4 St NW Street Light
171867	Xcel Energy	225-49810-430-43830	83.68	51-0013139038-3 3401 Hwy 21 W
171867	Xcel Energy	101-43160-430-43810	55.12	51-0012926306-6 415/430 2 Ave NW-2 Ave Signal System
171867	Xcel Energy	101-43160-430-43810	17,069.49	51-4930975-3 Street Lighting
171867	Xcel Energy	101-43160-430-43810	52.40	51-0012926306-6 419 8 Ave NW-8 Ave Signal System
171867	Xcel Energy	241-46330-461-43830	14.97	621 Hulet Ave Gas Thru 06/02/2021
	Xcel Energy		18,744.47	
171868	Zep Sales & Service	101-43126-430-42110	559.03	Orange Spray Degreaser
	Zep Sales & Service		559.03	
171869	Zielske Suzette	601-00000-000-20200	39.06	Refund Check 016657-001, 813 8 Ave SW
	Zielske Suzette		39.06	
			1,750,423.80	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: June 22, 2021
SUBJECT: Approve Union Pacific Railroad Right of Way Agreement

Background:

A connection to a watermain that is in Union Pacific Railroad (UPRR) right-of-way is required as part of construction of the Water Treatment Plant. The watermain connection will ensure reliable delivery of water to customers in the City. In order to make the connection, an agreement must be executed with UPRR for work within their right-of-way. The cost of the agreement is \$4,600.00.

Recommendation:

Approve Union Pacific Railroad Right of Way Agreement

Attachments:

1. UPRR Agreement



June 10, 2021
Folder: 03216-15

TIM MURRAY
CITY OF FARIBAULT
208 NW 1ST AVE
FARIBAULT MN 55021

RE: Proposed Construction of 25 Feet Of Underground 12 Inch DIP Pipeline Encroachment For Transporting And Conveying Water Only at Mile Post 45 on the Faribault (PROG) Subdivision at or near Faribault, Rice County, Minnesota

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please print two copies, execute on your behalf and return ALL DOCUMENTS in one mailed package, as shown below to 1400 Douglas Street, Omaha, NE 68179-1690, Attn: Craig Benson.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity*.

- Payment in the amount of **Four Thousand Six Hundred Dollars (\$4,600.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. When submitting payment, please refer to the UPRR's payment guidance that was included with your agreement. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If you have any questions concerning this Agreement, please contact me at (402) 544-8620.

Sincerely,

Craig Benson
Mgr II Real Estate Contracts - Real Estate
Email : COBENSON@up.com
Phone : (402) 544-8620

LONGITUDINAL PIPELINE AGREEMENT

Mile Post 4, Faribault (PROG) Subdivision
Location: Faribault, Rice County, Minnesota

THIS AGREEMENT (“Agreement”) is made and entered into as of June 10, 2021, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **CITY OF FARIBAULT**, to be addressed at 208 NW 1st Ave, Faribault, Minnesota 55021 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate 25 feet of underground 12 inch DIP pipeline for transporting and conveying water only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Faribault, Rice County, State of Minnesota ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated May 17, 2021, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for 25 feet of underground 12 inch DIP pipeline for transporting and conveying water, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Four Thousand Six Hundred Dollars (\$4,600.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensors at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensors to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensors herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensors to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensors of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensors to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensors, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensors's written consent, will be absolutely void and may result in Licensors's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 03216-15)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF FARIBAULT
208 NW 1st Ave
Faribault, Minnesota 55021

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF FARIBAULT

By: _____

By: _____

Craig Benson
Mgr II Real Estate Contracts

Name Printed: _____

Title: _____



LEGEND:

PIPELINE ENCROACHMENT - - - - -

UPRRCO. R/W OUTLINED - - - - -

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

FARIBAULT, RICE COUNTY, MINNESOTA

M.P. 45 - FARIBAULT (LEASED TO PROG)

MAP CGW V-31A / S-13

SCALE: 1" = 100'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 5-17-2021

PJB FILE: 0321615

CADD FILENAME	0321615
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SCAN FILENAME	X
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EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensors to use and maintain its entire property including the right and power of Licensors to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensors without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensors to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensors's satisfaction and in strict conformity with: (i) Licensors's current engineering standards and specifications, including those for shoring and cribbing to protect Licensors's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensors's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensors, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensors's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensors's approval, Licensee shall contact both of Licensors's field representatives ("Licensors's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of

five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensors if flagging services are needed again after such five day cessation notice has been given to Licensors.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensors then current safety standards located at the below web address ("Licensors Safety Standards") to ensure uniformity with the safety standards followed by Licensors own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensors if it determines that any of Licensors Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensors Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensors, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensors operations and work performed by Licensors personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensors shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensors Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensors shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensors operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensors provides such support, Licensors shall invoice Licensee, and Licensee shall pay Licensors as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensors Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensors then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad

Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment

Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licenser and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licenser at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licenser immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licenser at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licenser's requirements. Upon Licenser's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licenser may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licenser will be at the cost and expense of Licensee. In the event that Licenser performs any of the Restoration Work, Licensee shall release Licenser from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licenser's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the

additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensors only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensors property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensors as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensors as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensors and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensors or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensors from Licensee or any third party will not be limited by the amount of the required insurance coverage.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: June 22, 2021
SUBJECT: Resolution 2021-133 Approve Execution of MnDOT Contract No. 1046450 Trunk Highway Maintenance Agreement for Fiscal Years 2022 and 2023

Background:

Attached is a copy of the proposed MnDOT Contract No.1046450. This contract is for trunk highway maintenance for portions of T.H. 60, T.H. 298 & T.H. 299. The agreement is for the fiscal years (FY) 2022 and 2023 and the contract will expire on June 30, 2023. The compensation rate for the contract will increase from the current rate of \$2,131.91 per lane mile to \$2,206.53 per lane mile in FY 2022, and \$2,283.76 per lane mile in FY 2023. Total compensation for the two-year agreement is \$62,055.80.

Recommendation:

Approve Resolution 2021-133

Attachments:

1. Resolution 2021-133
2. Agreement No.1046450

CITY OF FARIBAULT

RESOLUTION #2021-133

**APPROVE EXECUTION OF MNDOT CONTRACT NO. 1046450 TRUNK
HIGHWAY MAINTENANCE AGREEMENT FOR FISCAL YEARS 2022 AND 2023**

WHEREAS, an agreement has been prepared MnDOT Contract No. 1046450 for the City of Faribault to provide routine maintenance upon, along and adjacent to Trunk Highway No.'s 60, 298 and 299, the limits of which are defined in said agreement, which is attached and made part of this resolution; and

WHEREAS, having the City provide said routine maintenance is deemed to be in the public interest for the citizens of Faribault as well as the traveling public on these roadways; and

NOW, THEREFORE BE IT RESOLVED, that the City of Faribault shall execute Contract No. 1046450 with the Minnesota Department of Transportation to provide routine maintenance services upon, along and adjacent to Trunk Highway No.'s 60, 298 and 299, the limits which are defined in said Contract.

ALSO, BE IT RESOLVED, that the Mayor and City Administrator are hereby authorized and directed to execute MnDOT Contract No. 1046450 for routine maintenance on Trunk Highways 60, 298 and 299 in the City of Faribault.

Date Adopted: June 22, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF FARIBAULT
ROUTINE MAINTENANCE
AGREEMENT**

Routine Maintenance Performed by the City
on:

Trunk Highway Number (T.H.): 60
Trunk Highway Number (T.H.): 298
Trunk Highway Number (T.H.): 299

Total Agreement Amount

\$62,055.80

Amount Encumbered (Fiscal Year 2022)

\$30,494.24

Amount Encumbered (Fiscal Year 2023)

\$31,561.56

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Faribault, acting through its City Council ("City").

Recitals

1. The State requests the City perform routine maintenance on certain trunk highway(s) located within the corporate city limits, and the City is willing to perform the routine maintenance; and
2. The State will reimburse the City for the routine maintenance performed; and
3. Under Minnesota Statutes § 161.38, subdivision 3, the State and the City wish to enter into an agreement that will provide routine maintenance performed by the City on certain trunk highway(s) located within the City limits; and
4. Minnesota Statutes § 161.20, subdivision 2, authorizes the Commissioner of Transportation to make agreements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms

- 1.1. *Effective Date.*** This Agreement will be effective on July 1, 2021 or the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2. *Expiration Date.*** This Agreement will expire on June 30, 2023, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. *Survival of Terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 7. Liability; Worker Compensation Claims; Insurance; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.

2. Agreement Between the Parties

2.1. Maintenance by the City.

- A. Location.** The City will perform routine maintenance of the following portions of the trunk highway system within the Corporate City limits:
- i. On Trunk Highway No. 60 from the junction with Trunk Highway No. 21 easterly and southerly to Shumway Avenue, a total distance of 1.9 miles consisting of 9.04 lane miles under Control Sections No. 6606 and No. 6607.
 - ii. On Trunk Highway No. 60 from Western Avenue easterly to the west side of Trunk Highway No. 21, a total distance of 0.63 miles consisting of 2.52 lane miles under Control Section No. 6606.
 - iii. On Trunk Highway 298 from Trunk Highway No. 60 (1st Street Northeast) southerly to State Avenue, a total distance of 0.31 miles consisting of 0.62 lane miles under Control Section No. 6615.
 - iv. On Trunk Highway No. 299 from Trunk Highway No. 60 (1st Street Northeast) northerly to include all of Trunk Highway No. 299, including the loop for the Minnesota State Academy for the Deaf, a total distance of 0.82 miles consisting of 1.64 lane miles under Control Section No. 6616.
- B. Total Mileage.** The total trunk highway mileage for the routine maintenance performed under this Agreement is 13.82 miles.

2.2. Maintenance Responsibilities (Reimbursable). The City will perform the following routine maintenance duties to the satisfaction of the State's District Maintenance Engineer at Owatonna. All materials used in the performance of said routine maintenance must comply with the State's current "Standard Specifications for Construction".

- A. Maintain the trunk highway(s) to keep them smooth and in good repair for the passage of traffic and free from all obstructions and impediments to traffic. This includes all necessary preventative maintenance to preserve the roadbed in its present condition, such as proper and timely crack sealing of the surface, restoration of utility openings, and all necessary patching of the roadbed.
- B. Keep the traveled roadway free and clear of ice, snow, litter, debris, and any other foreign matter of any nature.
- C. Sand, salt, or chemically treat the traveled roadway as necessary to provide for safe public travel.
- D. Maintain the roadside vegetation and landscaping in a neat and orderly fashion by mowing, trimming, and providing for noxious weed control according to Minnesota Statutes § 160.23.
- E. Dispose of all snow, litter, debris, and any other foreign matter collected upon, along, or adjacent to the trunk highway proper and within the Trunk Highway Right-of-Way limits and State roadside development facilities (i.e. rest areas) according to all applicable laws, ordinances, and regulations.
- F. Maintain roadway markings, traffic control devices and safety devices in operating and usable condition. The State will place, install, and maintain at all times suitable guide signs, warning signs, route markers, and center lines for the guidance of traffic on the trunk highway(s).
- G. Furnish all labor, materials, tools, equipment, and any other necessary items to perform the routine maintenance duties covered under this Agreement.

2.3. Other Maintenance Responsibilities; Agreements (Non-Reimbursable). The City is responsible for performing the following routine maintenance duties, without cost or expense to the State:

- A. Keep the pedestrian user areas of the walkways, medians, pedestrian ramps, and curb and gutter free and clear of ice, snow, litter, debris, and any other foreign matter of any nature.
- B. Sand, salt, or chemically treat, and repair joints and panels in the pedestrian user areas of the walkways, medians, pedestrian ramps, and curb and gutter.
- C. Maintain any other facilities located within the Trunk Highway Right-of-Way that are covered under other agreements or Limited Use Permits. This Agreement does not supersede any other agreements between the parties.

2.4. Traffic Control.

- A. The City may partially block the trunk highway to perform the routine maintenance under this Agreement. In cases of emergency, the City may block the trunk highway and prevent passage of traffic thereon. At no time, however, may the City continue to obstruct the free passage of traffic on the trunk highway for a longer period of time than is reasonably required for making the necessary repairs.
- B. The City may close the trunk highway to travel as necessary for the repair or installation of water or gas mains, electric or telephone cables, or sewers. The City must give the State ten days written notice and obtain a permit before such repairs or installation, except for extraordinary emergencies.
- C. The City will not close any portion of the trunk highway to traffic for reasons other than those set forth above and in no event for a time longer than necessary to complete the required maintenance work. In the event of the total blocking or closing of the trunk highway, the City must provide a suitable detour during such time.
- D. The City must conduct all trunk highway partial and total closures in conformance with the current Minnesota Manual on Uniform Traffic Control Devices (MNMUTCD) and Temporary Traffic Control Zone Layouts - Field Manual.

2.5. Maintenance of Route Change of Trunk Highway. If there is a change in the routing of the trunk highway, a substitution of a new route for the trunk highway, or a variation from the present location of the trunk highway, the City will maintain the new trunk highway in accordance with this Agreement after such changes, substitution, or variation and will be paid the amount to which it is entitled under this Agreement. If the State relocates any portion of the trunk highway and the roadway reverts to the City, the City will maintain the reverted portion at its sole expense.

2.6. City's Failure to Adequately Maintain. If the City fails to perform any of the routine maintenance according to the terms of this Agreement, the State may reduce the amount payable to the City by either an amount judged to be fair and equitable for such routine maintenance, or, if the State performs such routine maintenance, by the actual cost of the maintenance performed by the State in accordance with this Agreement.

2.7. Extraordinary Maintenance. The City is not required to perform any extraordinary maintenance, construction or reconstruction under this Agreement. If the City is willing to perform extraordinary maintenance, and the State's District Maintenance Engineer at Owatonna approves such performance, the parties to this Agreement must enter into a separate agreement therefore. No expenses may be incurred on the extraordinary maintenance prior to the full execution of such an agreement as governed by Minnesota Statutes § 16A.15, subdivision 3.

2.8. Inspection of City Performed Maintenance. Authorized representatives of the City and the State will jointly inspect the involved trunk highways on a regular basis during the life of this Agreement to determine if the routine maintenance is being performed according to the terms of this Agreement.

3. Basis of State Cost

The State's payment to the City for routine maintenance will be based on the number of lane miles times the dollar value to be paid per lane mile per State fiscal year. Fractional miles (to the hundredth of a mile) will be used in computing the amounts payable under this Agreement.

4. State Cost and Payment by the State

4.1. State Cost. \$62,055.80 is the State's estimated total cost for the routine maintenance covered under this Agreement based on the data below:

A. Fiscal Year 2022: \$30,494.24 = 13.82 lane miles times \$2,206.53 per lane mile

B. Fiscal Year 2023: \$31,561.56 = 13.82 lane miles times \$2,283.76 per lane mile

4.2. Conditions of Payment. The State will make a lump sum payment to the City for routine maintenance performed, on a quarterly basis, on or after September 30, December 31, March 31, and June 30 of each State fiscal year after the following conditions have been met:

- A.** Encumbrance by the State of the necessary funds for the routine maintenance payment amount.
- B.** Execution of this Agreement and transmittal to the City.
- C.** The State's receipt of an invoice from the City for the applicable quarter, signed by the State's authorized representative attesting that all routine maintenance has been performed in full conformity with this Agreement.
 - i.** The invoice must indicate the amount, if any, deducted from the estimated quarterly payment under Article 2.5 and Article 2.6 of this Agreement.
 - ii.** The City will keep records and accounts that enable it to provide the State, when requested, with documentation itemizing the labor, materials, and equipment used to perform the routine maintenance.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1. The State's Authorized Representative will be:

Name, Title: Tim Zierden, Maintenance Supervisor (or successor)
 Address: 1010 21st Avenue Northwest, Owatonna, MN 55060
 Telephone: 507-456-5348
 E-Mail: tim.zierden@state.mn.us

5.2. The City's Authorized Representative will be:

Name, Title: Travis Block, Public Works Director (or successor)
 Address: 1200 Belview Trail, Faribault, MN 55021
 Telephone: 507-333-0365
 E-Mail: tblock@ci.faribault.mn.us

6. Assignment; Amendments; Waiver; Contract Complete

6.1. Assignment. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

- 6.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4. Contract Complete.** This Agreement contains all prior negotiations and agreements, with respect to routine maintenance, between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability; Worker Compensation Claims; Insurance

- 7.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).
- 7.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 7.3.** The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

8. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

9. Title VI/Non-discrimination Assurances

The City agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. The City will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the City's compliance with this provision. The City must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making City staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

10. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

11. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created,

collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

12. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination

13.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below

13.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

14. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: _____

CITY OF FARIBAULT

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CITY OF FARIBAULT

RESOLUTION

IT IS RESOLVED that the City of Faribault enter into MnDOT Agreement No. 1046450 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for routine maintenance by the City upon, along, and adjacent to Trunk Highway No. 60, No. 298, and No. 299, the limits of which are defined in said Agreement.

IT IS FURTHER RESOLVED that the _____
(Title)
and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Faribault at an authorized meeting held on the _____ day of _____, 2021, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 2021

Notary Public

My Commission Expires

(Signature)

(Type or Print Name)

(Title)



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks & Recreation Director
MEETING DATE: June 22, 2021
SUBJECT: Resolution 2021-131 Approve Archery Deer Hunt at River Bend Nature Center

Background:

River Bend Nature Center (RBNC) is requesting Council approval for an archery deer hunt in the RBNC. The RBNC has been successful in managing archery deer hunts in the park in the past. In addition, the RBNC has been working with the Department of Natural Resources to provide technical assistance in order to ensure the RBNC achieves its harvest goals.

Details of the hunt and communication of the deer hunt to the public will be the responsibility of the RBNC.

Recommendation:

Approve Resolution 2021-131 Approve Archery Deer Hunt at River Bend Nature Center.

Attachments:

1. Resolution 2021-131 Approve Archery Deer Hunt at RBNC
2. RBNC 2021 Special Hunt Plan (Archery Only)

CITY OF FARIBAULT

RESOLUTION #2021-131

APPROVE ARCHERY DEER HUNT AT RIVER BEND NATURE CENTER

WHEREAS, the City recognizes that in order to maintain a healthy balance between people, habitat and wildlife, it is necessary to develop and execute a deer management plan in certain areas of the city; and

WHEREAS, the River Bend Nature Center has developed a deer management plan that includes an archery deer hunt in order to maintain that area's deer herd population and native vegetation; and

WHEREAS, the River Bend Nature Center, in partnership with the Minnesota Department of Natural Resources, has managed an archery deer hunt in the River Bend Nature Center in previous years; and

WHEREAS, the River Bend Nature Center has requested approval from the City Council to conduct an archery deer hunt in the Nature Center in 2021; and

WHEREAS, the City supports the proposed archery deer hunt to be conducted on the days designated by the River Bend Nature Center.

NOW, THEREFORE BE IT RESOLVED, the Faribault City Council approves an archery deer hunt at the River Bend Nature Center on October 16 and October 17, 2021.

Date Adopted: June 22, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

River Bend Nature Center 2021 Special Hunt Plan (Archery Only)

Saturday, October 16-Sunday, October 17

River Bend Nature Center is planning to hold an archery only deer hunt this fall to reduce the deer herd population. The current herd population is causing damage to vegetation not only within the boundaries of River Bend but also to surrounding properties. In reducing the deer herd, we are also helping to reduce the spread of Chronic Wasting Disease (CWD).

Hunt Administrator: Brittany Smith, Naturalist/Natural Resources Manager

Hunter Capacity: 35 hunters with a 2 deer bag limit (earn a buck)-need to be confirmed by MNDNR

Important Dates:

- Application Deadline Wednesday, September 1
- Lottery Drawing Wednesday, September 8
- Hunter Notification Tuesday, September 14
- Orientation (Required) Saturday, September 25 @ River Bend Interpretive Center
- Deer Stand Set Up: Monday, October 11 - Friday, October 15
- Special Hunt Dates: Saturday, October 16 – Sunday, October 17

Main Details

- River Bend will be **CLOSED** to visitors during the hunt
 - Post signage at all trail entrances
 - Barricade and have volunteers/staff at each entrance
 - Press Releases
 - Sign at main entrance
 - Article in the newsletter (July)
 - Importance of having a hunt when the deer density is too large
 - Reduce the spread of disease
 - Reduce the impact on native vegetation; deer cause a significant amount of damage when there are too many concentrated in one area and a lack of natural predators.
 - Website
- All applicants must be a member of River Bend Nature Center
 - At time of application and maintain it through out the hunt if selected
- All applicants will be required to pass a proficiency test.
 - Will accept proficiency test results from within the last year as long as documentation is provided.
 - Will be reaching out to Faribault Archery Club to conduct proficiency tests for those who need it. Looking at July-August timeframe. – Need to confirm yet
- Applicants will be selected using a lottery system (random drawing)
 - Applicants that are selected are required to attend and orientation meeting



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Delane James, Library and Communications Director
MEETING DATE: June 22, 2021
SUBJECT: Approve SELCO Public Library Membership Agreement

Background:

While updating the organization's bylaws, the SELCO Bylaws Task Force recommended that certain membership requirements be removed from the bylaws and instead incorporated into the membership agreement. The revised SELCO Public Library Membership Agreement was approved by the SELCO Board at their January 26, 2021 quarterly meeting. As with the previous agreement, this new version outlines the purpose of the consortium, the services provided by SELCO and the responsibilities of the library.

Changes from the previous agreement include:

1. Removed Section 1, F that refers to the SELCO bylaws. Replaced with the last line in the opening paragraph with *"The Library must meet the minimum requirements for location, financial support and service hours as stated in the SELCO bylaws in order to qualify for membership."*
2. Section I, B: added an example to make the requirement clearer.
3. The following requirements in Section I: F, G, H, I, J, & L all reflect language in the previous bylaws' membership requirements. The libraries reviewed the membership requirements from the bylaws for relevance and enforceability.
4. Section I, K is an added requirement suggested by the libraries. It was felt that the annual report is an important document and it should be a requirement to complete it each year.
5. Section II, F: removed *"on a cost-share basis"*. SELCO does not charge the public libraries for delivery services.
6. Section II, G: changed *"mailings"* to *"notifications"* to better reflect current practices.
7. Section H, reworded the strategic plan to include specific language on member input and to assure a plan is relevant to member needs.
8. Incorporated language from bylaws on termination of library's

membership in SELCO by the Board so that the language exists in both documents.

9. Incorporated language from the ILS Agreement to provide mutual indemnification.

The Library Advisory Board reviewed the changes to the agreement during their June 14, 2021 meeting and recommends the City Council approve the revised SELCO Public Library Membership Agreement.

Recommendation:

Staff recommend approving the revised SELCO Public Library Membership Agreement.

Attachments:

1. SELCO Public Library Membership Agreement



SELCO – Southeastern Libraries Cooperating Public Library Membership Agreement

This Agreement is made between the Buckham Memorial Library (hereinafter referred to as the Library) seeking to improve library service to its users by participating in Southeastern Libraries Cooperating (hereinafter referred to as SELCO). SELCO is a non-profit corporation organized under Minnesota Statutes 317A, also designated as a regional public library system and recognized in Minnesota Statutes 134.20. SELCO's purpose, as specified in Minnesota Statutes 134.34, shall be to strengthen, improve and promote library services in the participating areas. The Library must meet the minimum requirements for location, financial support and service hours as stated in the SELCO bylaws in order to qualify for membership.

- I. The Library, as identified in Minnesota Statutes 134.001 and 134.07, wishes to participate in SELCO with no membership fee and agrees to the following terms and conditions. The Library agrees to:
 - A. Maintain a bibliographically organized collection of materials that are available for reading, listening, and/or viewing by its clients.
 - B. Share resources consistent with its current circulation policies. For example, a library may not borrow materials types that it is not willing to lend.
 - C. Provide relevant information about its resources, programming, staffing and hours of services, as well as contact information for the library; and allowing for such information to be published in both print or electronic format.
 - D. Work towards development of shared bibliographic information or other contributions that are mutually agreed upon.
 - E. Maintain financial support of its own library at a level, which in no way is reduced because of participation in SELCO.
 - F. Charge a non-resident fee, not less than the fee established, from time to time, by the Board of Directors, to all users not residing within or paying property taxes in the State of Minnesota.
 - G. Provide full, accessible and non-discriminatory service to regional residents, participate in regional resource sharing and accept the terms of the Reciprocal Borrowing Compact.
 - H. Promptly pay, when due, any dues, fees or assessments set by the Board of Directors.
 - I. Have a representative attend two-thirds of the Advisory Committee meetings held during the fiscal year.
 - J. Participate in the SELCO Integrated Library System (ILS) or maintain a separate ILS. Notification is given to the SELCO Board of Directors of any intentions to purchase or create a new separate ILS from the SELCO ILS. Any direct system-to-system connection between ILS in the region requires an agreement between the members on appropriate technology, costs and procedures as well as determining financial responsibilities.
 - K. Complete and submit an annual report as required by the State of Minnesota.
 - L. Participate in the SELCO strategic planning process.
- II. SELCO programs and services will be based on the availability of funds appropriated by the State Legislature. Every attempt to provide the listed services will be made; however, SELCO retains the right to modify the range of services due to changes in funding. SELCO will:

- A. Provide professional development opportunities, including continuing education opportunities, training workshops, special programs, and other professional development events at little or no cost.
- B. Offer grants and scholarships to assist members in their special needs.
- C. Host member Web sites, if desired.
- D. Assist in the maintenance of resources on the SELCO/SELS Website for member libraries, including an online directory of member libraries, staff, and contact information.
- E. Enhance resource sharing and support reciprocal borrowing.
- F. Provide regional delivery service.
- G. Keep members informed of services and programs through appropriate notifications and meetings.
- H. Administer a relevant strategic plan based on member input
- I. Advocate on behalf of member libraries, if desired.
- J. Administer special grant funds.

A library may voluntarily terminate its membership with sixty (60) days of written notice.

If the Library chooses to terminate its SELCO membership, materials, equipment and other items received from SELCO within the last three years will be returned promptly. Any items borrowed from other participating libraries will be returned promptly and/or payment will be made to the owning library for lost or damaged items. Termination of membership does not relieve the member of any current financial obligations.

The Board of Directors, may, at its meeting, by a two-thirds (⅔) vote of those present and voting (assuming a quorum), terminate the membership of any library in violation of any requirement of Section (get specific mention or this agreement, provided that notice of such meeting shall specifically state that such termination shall be one of the items of business to be considered at the meeting.

To the extent permitted by law, the Participating Library and SELCO agrees to indemnify and hold the other and its officers, Board members, agents and employees harmless from any liability, loss or damage it may suffer as a result of claims, demands, costs or judgments against it arising out of the activities to be carried out pursuant to the obligations of this Agreement.

This membership agreement shall commence January 27, 2021 and will automatically renew each year.

Buckham Memorial Library
 Name of Library
Faribault, Rice
 City County

Signature and Title of Library Board Chair or Authorized Local Government Official	Date
<u>Delane R. James</u>	<u>6/15/21</u>
Signature of Library Director	Date
<u>Charles Sparks</u>	<u>2/2/2021</u>
Signature of SELCO/SELS Board President	Date



Request for Council Action

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: June 22, 2021
SUBJECT: Revise Policy and Procedures for Non-Profit/Civic Organization Funding

Background:

A couple of recommended changes to the adopted Policy and Procedures for Non-Profit/Civic Organization Funding (the "Policy") were reviewed at the June 15, 2021 Council Work Session. These changes regarded some dates/deadlines in the Policy that do not align very well with the timing of the annual budget development process. The Council was supportive of making these revisions. The packet materials from the Work Session, which show the changes, are attached for reference, along with an updated version of the Policy with the changes made.

Recommendation:

Approve Revisions to Policy and Procedures for Non-Profit/Civic Organization Funding

Attachments:

1. 2021-06-15 Work Session Memo and Attachment
2. Funding for Non-Profit Organizations - Revised 2021-06-22



Council Work Session Memorandum

TO: City Council
FROM: Tim Murray, City Administrator
MEETING DATE: June 15, 2021
SUBJECT: Revisions to Policy and Procedures for Non-Profit/Civic Organization Funding

Discussion:

The adopted Policy and Procedures for Non-Profit/Civic Organization Funding (the "Policy") includes a couple of dates/deadlines that do not align very well with the timing of the annual budget development process. These sections, along with the proposed changes (~~delete~~/add), are as follows:

4. PROCEDURES

A. Application Process

1. A public notice announcing the request for applications will be made on the CITY's website (www.ci.faribault.mn.us) and in the local newspaper by the last week in ~~July~~June of each year to coincide with the annual budget process for the upcoming fiscal year.
2. The application form will be available digitally on the City's website, and physically in the City Administrator's office.
3. Applications are due back to the City Administrator's Office by the last working day in ~~August~~July. The address is 208 1st Avenue NW, Faribault, MN 55021.

In a related matter, based upon the adopted policy of allocating up to 0.50% of the prior year's general fund revenues, the projected amount of available funding for 2022 will be \$82,746, which is \$8,554 (-9.4%) lower than the 2021 amount of \$91,300 (note, however, that the 2021 amount included an "extra" \$6,500 that Heritage Days did not use in 2020 due to the pandemic). In addition to those funds, based on the adopted allocation of 22.5% of cable television franchise fees, FCTV will receive \$56,380 in 2022 (down from \$60,047 (6.1%) in 2021).

Attachments:

- Current Policy and Procedures for Non-Profit/Civic Organization Funding (items proposed to be revised are **highlighted**)

City of Faribault

Policy and Procedures for Non-Profit/Civic Organization Funding

1. **PURPOSE:**

To establish a policy and procedure that ensures an accountable and consistent process for submitting, reviewing, and approving nonprofit/civic organization (NPCO) funding requests. The City of Faribault (CITY) has no statutory or other legal requirements to fund NPCOs. However, the City Council may consider providing funding to NPCOs that provide facilities, services, and/or community events the City does not provide, or if the NPCO agency can deliver the service at a reduced cost or in a more expedient or efficient manner or to better the community. Approved requests will be funded for one year only. All NPCOs must apply annually for consideration. This policy is subject to the availability and allocation of funds by the City Council as part of the annual budget process.

2. **BACKGROUND**

It has been the practice of the CITY to allocate limited grant funding from the City's General Fund (101) to support a variety of highly successful and well-attended community-based programs and activities conducted by civic/charitable/non-profit organizations.

Consideration and priority will be given to NPCOs falling in one of the following categories:

Arts & Culture	Community Well Being
Natural Resources/Environmental	Recreation

It is important to limit the use of the general fund, as it is the primary source of revenue for primary City operations, including public safety. A maximum overall amount of 0.50% of the actual general fund budget revenue (from the prior budget year) will be considered available to provide funding support for grant requests and other similar budget allocations for organizational support, other than that provided to Faribault Community Television (FCTV). For FCTV, the City will provide 22.5% of the franchise fees received from the cable television companies operating within the city. The City may also provide in-kind support as deemed appropriate.

In order to ensure that a uniform process is followed in the appropriation of City general funds or in-kind City support requests that are annually submitted to the City, the following guidelines will be followed.

3. **ELIGIBILITY:**

- A. Only one application will be allowed per NPCO per fiscal year.
- B. NPCO must provide a mission statement along with goals and objectives, as well as an organizational chart.
- C. NPCO must provide financial and budget documents.

- D. Startup NPCO's will be considered for funding, but must submit a budget and a plan of operation.

The NPCO Funding Policy has been established by the City Council to provide guidelines to non-profit organizations that are seeking financial assistance or in-kind assistance with the following:

- A. Grant sponsorship funding for established community events or festivals.
- B. Funding towards event partnerships between the City and/or organizations.
- C. Funding to maintain and/or operate private structures, other governmental or property that are used to the benefit of the community as a whole.
- D. Requests for in-kind support through the use of City equipment, structures, assets, public space, services and staffing.
- E. One time start-up funding for a new community program, service, event or festival (support will be limited to funding/in-kind support not to exceed \$5,000).

4. PROCEDURES

A. Application Process

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2. The application form will be available digitally on the City's website, and physically in the City Administrator's office.
3. Applications are due back to the City Administrator's Office by the last working day in August. The address is 208 1st Avenue NW, Faribault, MN 55021.
4. Applications received after the deadline will not be considered for inclusion in the annual budget for funding as part of the budget process.
5. Applications that are incomplete will be deemed ineligible for funding and will be returned to the organization with an explanation of rejection.
6. Annual budget, board roster and a non-discrimination statement must be submitted with application.
7. Annual audit or financial review, in a form and substance acceptable to the City for prior year must be submitted with application.
8. All other funding sources for prior year must be included with application.
9. Submission of a complete application is no assurance of funding.

B. Application Information

1. Application must state community need for organization's services and NPCO must provide a service that meets the description in the policy statement above.
2. Application must state outcome based goals and outline a plan to meet stated goals.
3. NPCO must demonstrate diversity of funding sources.
4. NPCO must demonstrate financial stability.

C. Review Process

1. Eligible application will be reviewed by the Finance Committee.
2. Completed applications will be provided to the Finance Committee as part of the annual budget process.
3. The NPCO's that are selected for funding consideration must make presentations to the Finance Committee if requested at a work session.
4. The Finance Committee will be responsible for recommending the funding amount for each NPCO chosen to receive funding.
5. The City Council will review the Finance Committee recommendation and determine which NPCOs will receive funding.
6. Letters will be sent to the NPCO applicants notifying them of the outcome of their requests no later than September 30th.
7. NPCOs that are awarded funding will be sent a memorandum of understanding, which must be completed and returned in a timely manner.

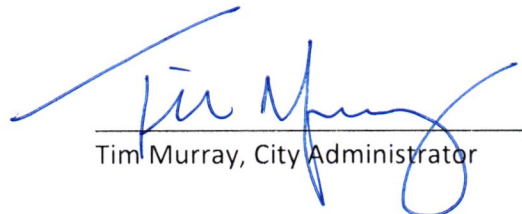
D. Accountability

1. A financial report in form and substance satisfactory to the City must be submitted by the NPCOs at the end of the funding period, December 31st.
2. An annual program performance report, which will include the use of the City's funds and the accomplishments of the program, must be submitted by the NPCO at the end of the funding period, December 31st.
3. Failure to comply with any of the above requirements will result in suspension of current funding and /or elimination of consideration for future funding.

THIS POLICY SPECIFICALLY REPEALS AND REPLACES ALL PRIOR CITY POLICIES OR PROCEDURES RELATIVE TO NON-PROFIT/CIVIC ORGANIZATION FUNDING POLICY.

Approved:


Kevin Voracek, Mayor


Tim Murray, City Administrator

12/23, 2019

City of Faribault

Policy and Procedures for Non-Profit/Civic Organization Funding

1. **PURPOSE:**

To establish a policy and procedure that ensures an accountable and consistent process for submitting, reviewing, and approving nonprofit/civic organization (NPCO) funding requests. The City of Faribault (CITY) has no statutory or other legal requirements to fund NPCOs. However, the City Council may consider providing funding to NPCOs that provide facilities, services, and/or community events the City does not provide, or if the NPCO agency can deliver the service at a reduced cost or in a more expedient or efficient manner or to better the community. Approved requests will be funded for one year only. All NPCOs must apply annually for consideration. This policy is subject to the availability and allocation of funds by the City Council as part of the annual budget process.

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Consideration and priority will be given to NPCOs falling in one of the following categories:

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Community Well Being

Natural Resources/Environmental

Recreation

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- D. Requests for in-kind support through the use of City equipment, structures, assets, public space, services and staffing.
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6. Annual budget, board roster and a non-discrimination statement must be submitted with application.
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B. Application Information

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3. The NPCO's that are selected for funding consideration must make presentations to the Finance Committee if requested at a work session.
4. The Finance Committee will be responsible for recommending the funding amount for each NPCO chosen to receive funding.
5. The City Council will review the Finance Committee recommendation and determine which NPCOs will receive funding.
6. Letters will be sent to the NPCO applicants notifying them of the outcome of their requests no later than September 30th.
7. NPCOs that are awarded funding will be sent a memorandum of understanding, which must be completed and returned in a timely manner.

D. Accountability

1. A financial report in form and substance satisfactory to the City must be submitted by the NPCOs at the end of the funding period, December 31st.
2. An annual program performance report, which will include the use of the City's funds and the accomplishments of the program, must be submitted by the NPCO at the end of the funding period, December 31st.
3. Failure to comply with any of the above requirements will result in suspension of current funding and /or elimination of consideration for future funding.

THIS POLICY SPECIFICALLY REPEALS AND REPLACES ALL PRIOR CITY POLICIES OR PROCEDURES RELATIVE TO NON-PROFIT/CIVIC ORGANIZATION FUNDING POLICY.

Approved:

Kevin Voracek, Mayor

Tim Murray, City Administrator

Date: June 22, 2021



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Andy Bohlen, Chief of Police
MEETING DATE: June 22, 2021
SUBJECT: Resolution 2021-135 Accept Donation Made by Laura and Logan Lin

Background:

Recently, the police department received a donation of \$5,000.00 from Laura and Logan Lin of the Asian Buffet restaurant. Their thoughtful donation was made to show their support and appreciation of the service provided by the officers of the Faribault Police Department. The Chief and captain met with members of the Lin family to thank them for the gift and advised it would go towards a department need. It has been determined that the generous gift will go towards supporting officer and staff mental health and will be placed into a fund that accomplishes that task.

Recommendation:

Accept the donation from Laura and Login Lin of the Asian Buffet restaurant.

Attachments:

1. Resolution 2012-135 Accept Donation Made by Laura and Logan Lin
2. Letter from Laura and Logan Lin
3. Check from Laura and Logan Lin

CITY OF FARIBAULT

RESOLUTION #2021-135

ACCEPT DONATION FROM LAURA AND LOGAN LIN

WHEREAS, on June 4, 2021, Laura and Logan Lin made a \$5,000.00 donation to the Faribault Police Department's mental health program for its officers and staff; and

NOW, THEREFORE BE IT RESOLVED, the \$5,000.00 donation from Laura and Logan Lin be accepted and utilized for the department's mental health program for officers and staff.

Date Adopted: June 22, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Dear Faribault Police,

Thank you for serving us, I know your job is really hard and it's really dangerous being a police. The reason being a police is dangerous is that you could get hurt when there is a Bank Robbery. Your job is important because sometimes you could accidentally arrest somebody when they're actually innocent, you might get yelled at for that. You would always be tired because your job is basically 24 hours. If there weren't any police nobody would be able to help at times when help is needed and this World would be chaotic. I hope for your safety and I appreciate your work:)))

From,

Laura and Logan Lin

10/1/2006

June 4th 2021

pay to the order of Police Department of Fairbault \$ 1000.00

Five thousand and $\frac{44}{100}$ dollars

1000

for donation

MP



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: June 22, 2021
SUBJECT: Resolution 2021-138 Approve Massage Therapist License

Background:

The City Administrator's Office has received an application for a new Massage Therapist license. Colleen Godfrey has submitted all of the necessary forms and payment for the licenses. A background investigation is in process with the Faribault Police Department.

Recommendation:

Approve Resolution 2021-138

Attachments:

1. Resolution 2021-138 Approve New Massage Therapist Licenses

CITY OF FARIBAULT

RESOLUTION #2021-138

APPROVE MASSAGE THERAPIST LICENSE

WHEREAS, Colleen Godfrey has presented an application to the City of Faribault for a Massage Therapist License; and

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

WHEREAS, pending a background investigation by the Faribault Police Department; and

WHEREAS, pending proof of successful completion of graduation from a recognized school;

NOW, THEREFORE BE IT RESOLVED, that the above-named applicant be granted a Massage Therapist license with the City of Faribault for the term of April 14, 2021 to January 31, 2022.

Date Adopted: June 22, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: June 22, 2021
SUBJECT: Approve Temporary 1-4 Day Temporary On-Sale Liquor License

Background:

The City Administrator's Office has received an application for a 1-4 Day Temporary Liquor License from BPOE Lodge #1166. The permit/license will be used at North Alexander Park on July 30, 2021-August 1, 2021 for Corkey's Softball Tournament. A background investigation is in process with the Faribault Police Department.

Recommendation:

Approve 1-4 Day Temporary Liquor License for BPOE Lodge #1166

Attachments:

1. BPOE Lodge 1166 1-4 Day Temp Application



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date organized		Tax exempt number	
BPOE Lodge 1166		7-16-1909			
Address		City	State	Zip Code	
131 Lyndale Ave. PO Box 754		Faribault	MN	55024	
Name of person making application		Business phone		Home phone	
Lynn Erickson		507-334-7811			
Date(s) of event		Type of organization			
July 30 & 31, 2021 August 1		☐ Club ☐ Charitable ☐ Religious ☒ Other non-profit			
Organization officer's name		City	State	Zip Code	
Robin Finke		Faribault	MN	55024	
Organization officer's name		City	State	Zip Code	
Emily Braun		Faribault	MN	55024	
Organization officer's name		City	State	Zip Code	
Lynn Erickson		Faribault	MN	55024	
Organization officer's name		City	State	Zip Code	
Jeff Isaacson		Faribault	MN	55024	

Location where permit will be used. If an outdoor area, describe.

Alexander Park North

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

Benevolent & Protective Order of Elks of the USA
Grand Lodge, Subordinate Lodges
2750 N. Lakeview Ave.
Chicago, IL 60608

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

[Redacted area]

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

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Day, Finance Director
MEETING DATE: June 22, 2021
SUBJECT: Resolution 2021-132 Authorizing of Issuance of a Taxable Revenue Obligation for the Benefit of Shattuck-St. Mary's School; Authorization to Execute the Taxable Revenue Obligation and Related Documents and Taking Other Actions Related Thereto

Background:

Shattuck-St. Mary's School, a Minnesota nonprofit corporation (the "Borrower"), has requested that the City of Faribault (the "City") issue revenue obligations in an estimated principal amount not to exceed \$25,000,000 to refinance the Educational Facility Revenue Bonds (Shattuck-St. Mary's School Project), Series 2015 (the "Series 2015 Bonds"), issued by Rice County, Minnesota in the original aggregate principal amount of \$25,000,000. The Borrower used the proceeds of the Series 2015 Bonds to (a) refinance the ice arena and functionally related facilities (the "2004 Project"); (b) refinance a soccer dome and functionally related facilities (the "2005 Project"); (c) refinance an athletic facility, conversion of the rectory to a dormitory, improvements to the existing HVAC system, remodeling of the school theater, additions of classrooms, improvements of handicapped accessibility, installation and improvement of windows, light poles, and signage, and functionally related facilities (the "2007 Project"); (d) refinance the acquisition of land and school buildings adjacent to the school (the "2009 Project"); (e) refinance a new science building, certain improvements to the math building, and kitchen equipment (the "2010 Project"); (f) refinance improvements to the school facilities and campus, including improvements to the school buildings, auditorium, faculty house and student housing, and a golf training facility (the "2013 Project"); and (g) finance the acquisition, construction, expansion, rehabilitation, remodeling, renovation, and equipping of certain educational facilities of the Borrower (the "2015 Project"). The 2004 Project, the 2005 Project, the 2007 Project, the 2009 Project, the 2010 Project, the 2013 Project, and the 2015 Project are referred to collectively as the "Project." The Project is owned and operated by the Borrower and is located at 1000 Shumway Avenue and 1500 Shumway Avenue in the City.

The Series 2015 Bonds mature on August 1, 2022 and are not subject to optional redemption prior to maturity. In order to refinance the Series 2015 Bonds for cost savings, the Borrower has proposed that the City issue the revenue obligations on a taxable basis this month, to be designated as the Taxable Revenue Refunding Note (Shattuck-St. Mary's School Project), Series 2021 (the "Series 2021 Note"), which will allow the Series 2015 Bonds to be defeased prior to maturity. Next year, the City will be asked to issue a revenue refunding note on a tax-exempt basis (the "Series 2022 Note"), the proceeds of which will be used to refund the Series 2021 Note.

The Series 2021 Note will be issued pursuant to Minnesota Statutes, Sections 469.152 through 469.1655, as amended (the "Act"). Pursuant to Section 469.154, subdivision 4 of the Act, the City Council is required to conduct a public hearing on the issuance of the Series 2021 Note, which will be held on June 22, 2021. Following the public hearing, the City Council will be asked to consider the enclosed resolution approving the issuance of the Series 2021 Note and the execution of documents in connection therewith, including a Loan and Security Agreement (the "Loan and Security Agreement") between the City, the Borrower, and Boston Private Bank & Trust Company, a Massachusetts state chartered bank, as the purchaser of the Series 2021 Note.

Even though the Series 2021 Note will be issued on a taxable basis, the public hearing will satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, which will allow the Series 2022 Note to be issued on a tax-exempt basis next year. On August 10, 2021, the City Council will be asked to consider a resolution authorizing the issuance of the Series 2022 Note.

The Series 2021 Note will be secured solely by the revenues derived from the Loan and Security Agreement and from other security provided by the Borrower. The Series 2021 Note will not constitute a general or moral obligation of the City, will not be secured by or payable from any property or assets of the City (other than the interests of the City in the Loan and Security Agreement), and will not be secured by any taxing power of the City. The Series 2021 Note will not be subject to any debt limitation imposed on the City, and the issuance of the Series 2021 Note will not have any adverse impact on the credit rating of the City, even in the event that the Borrower encounters financial difficulties with respect to the facilities to be refinanced with proceeds of the Series 2021 Note.

The issuance of the Series 2021 Note will not affect the general obligation bonds previously issued by the City this year or the City's ability to issue additional general obligation bonds or conduit revenue bonds in calendar year 2021.

The Borrower will agree to pay the out-of-pocket expenses of the City with respect to this transaction as well as the City's administrative fee.

Julie Eddington will attend the City Council meeting and can answer any questions that arise during the meeting.

Recommendation:

Approve Resolution 2021-132 Authorizing of Issuance of a Taxable Revenue Obligation for the Benefit of Shattuck-St. Mary's School; Authorization to Execute the Taxable Revenue Obligation and Related Documents; and Taking Other Actions Related Thereto.

Attachments:

1. Resolution 2021-132 Authorizing of Issuance of Taxable Revenue Obligation for the Benefit of Shattuck-St. Mary's

CITY OF FARIBAULT

RESOLUTION #2021-132

RESOLUTION AUTHORIZING THE ISSUANCE OF A TAXABLE REVENUE OBLIGATION FOR THE BENEFIT OF SHATTUCK-ST. MARY'S SCHOOL; AUTHORIZING THE EXECUTION OF THE TAXABLE REVENUE OBLIGATION AND RELATED DOCUMENTS; AND TAKING OTHER ACTIONS RELATED THERETO

WHEREAS, pursuant to Minnesota Statutes, Sections 469.152 through 469.1655, as amended (the "Act"), the City of Faribault, Minnesota (the "City") is authorized to issue revenue obligations to finance or refinance, in whole or in part, the cost of the acquisition, construction, reconstruction, improvement, betterment, or extension of a "project," defined in the Act, in part, as any properties, real or personal, used or useful in connection with a revenue producing enterprise, or any combination of two or more such enterprises engaged in any business; and

WHEREAS, Shattuck-St. Mary's School, a Minnesota nonprofit corporation (the "Borrower"), has proposed that the City issue its Taxable Revenue Refunding Note (Shattuck-St. Mary's School Project), Series 2021 (the "Series 2021 Note"), in an estimated aggregate principal amount not to exceed \$25,000,000, for the benefit of the Borrower to (i) refinance the Educational Facility Revenue Bonds (Shattuck-St. Mary's School Project), Series 2015 (the "Series 2015 Bonds"), issued by Rice County, Minnesota in the original aggregate principal amount of \$25,000,000; (ii) fund any required reserves; and (iii) pay costs of issuance of the Series 2021 Note; and

WHEREAS, the proceeds of the Series 2015 Bonds were used to (i) refinance the ice arena and functionally related facilities (the "2004 Project"); (ii) refinance a soccer dome and functionally related facilities (the "2005 Project"); (iii) refinance an athletic facility, conversion of the rectory to a dormitory, improvements to the existing HVAC system, remodeling of the school theater, additions of classrooms, improvements of handicapped accessibility, installation and improvement of windows, light poles, and signage, and functionally related facilities (the "2007 Project"); (iv) refinance the acquisition of land and school buildings adjacent to the school (the "2009 Project"); (v) refinance a new science building, certain improvements to the math building, and kitchen equipment (the "2010 Project"); (vi) refinance improvements to the school facilities and campus, including improvements to the school buildings, auditorium, faculty house and student housing, and a

golf training facility (the "2013 Project"); and (vii) finance the acquisition, construction, expansion, rehabilitation, remodeling, renovation, and equipping of certain educational facilities of the Borrower (the "2015 Project"); and

WHEREAS, the 2004 Project, the 2007 Project, the 2009 Project, the 2010 Project, the 2013 Project, and the 2015 Project are referred to collectively as the "Project," and the Project is located at 1000 Shumway Avenue and 1500 Shumway Avenue in the City; and

WHEREAS, the Borrower has represented to the City that it is exempt from federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), as a result of the application of Section 501(c)(3) of the Code; and

WHEREAS, Section 469.154, subdivision 4 of the Act requires that, prior to the issuance of the Series 2021 Note, the City Council approve the issuance of the Series 2021 Note after conducting a public hearing thereon preceded by publication of a notice of public hearing in the official newspaper of the City at least fourteen (14) days prior to the public hearing date; and

WHEREAS, a notice of public hearing was published at least fourteen (14) days prior to the regularly scheduled meeting of the City Council in the *Faribault Daily News*, the official newspaper of and a newspaper of general circulation in the City, with respect to the required public hearing under the Act; and

WHEREAS, on the date hereof, the City Council conducted a public hearing at which a reasonable opportunity was provided for interested individuals to express their views, both orally and in writing, on the Project and the proposed issuance of the Series 2021 Note; and

WHEREAS, the Series 2021 Note will be sold to Boston Private Bank & Trust Company, a Massachusetts state chartered bank, or any parent, subsidiary, or other affiliate, or any successor or assign thereof (collectively, the "Lender"), and the City will loan the proceeds derived from the sale of the Series 2021 Note to the Borrower pursuant to a Loan and Security Agreement (the "Loan and Security Agreement") between the City, the Borrower, and the Lender; and

WHEREAS, the Loan and Security Agreement requires the Borrower to make loan repayments to produce revenue sufficient to pay the principal of, premium, if any, and interest on the Series 2021 Note when due; and

WHEREAS, the Loan and Security Agreement provides for the refinancing of the Series 2021 Note with the proceeds of the Revenue Refunding Note (Shattuck-St. Mary's School Project), Series 2022 (the "Series 2022 Note"), to be issued by the City on or about August 1, 2022, which is expected to be purchased by the Lender; and

WHEREAS, the City consider final approval of the issuance of the Series 2022 Note and related documents on August 10, 2021; and

NOW, THEREFORE BE IT RESOLVED, that the issuance and sale of the Series 2021 Note, the execution and delivery by the City of the Loan and Security Agreement, and the performance of all covenants and agreements of the City contained in the Loan and Security Agreement are undertaken pursuant to the Act.

ALSO, BE IT RESOLVED, that the issuance of the Series 2021 Note is authorized by the Act and is consistent with the purposes of the Act and that the issuance of the Series 2021 Note and the other actions of the City under the Loan and Security Agreement and this resolution constitute a public purpose and are in the best interests of the City.

ALSO, BE IT RESOLVED, that the loan repayments to be made by the Borrower under the Loan and Security Agreement are fixed to produce revenues sufficient to provide for the prompt payment of principal of, premium, if any, and interest on the Series 2021 Note issued under this resolution when due, and the Loan and Security Agreement also provides that the Borrower is required to pay all expenses of the operation and maintenance of the Project, including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and all lawfully imposed taxes and special assessments levied upon or with respect to the Project and payable during the term of the Loan and Security Agreement.

ALSO, BE IT RESOLVED, that, as provided in the Loan and Security Agreement, the Series 2021 Note shall not be payable from or charged upon any funds other than the revenues or funds and assets pledged to their payment, nor shall the City be subject to any liability thereon, except as otherwise provided in this paragraph. No holder of the Series 2021 Note shall ever have the right to compel any exercise by the City of its taxing powers to pay any of the Series 2021 Note or the interest or premium thereon, or to enforce payment thereof against any property of the City except the interests of the City in the Loan and Security Agreement and the revenues and assets thereunder, which will be assigned to the Lender. The Series 2021 Note shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any

property of the City, except the interests of the City in the Loan and Security Agreement, and the revenues and assets thereunder, which will be assigned to the Lender. The Series 2021 Note shall recite that the Series 2021 Note is issued pursuant to the Act, that the Series 2021 Note, including interest and premium, if any, thereon, is payable solely from the revenues and assets pledged to the payment thereof, and that the Series 2021 Note shall not constitute a debt of the City within the meaning of any constitutional or statutory limitations.

ALSO, BE IT RESOLVED, that the City hereby authorizes the issuance of the Series 2021 Note in a principal amount not to exceed \$25,000,000. The Series 2021 Note shall be issued pursuant to the terms set forth in the form of Series 2021 Note now on file with the City. The aggregate principal amount of the Series 2021 Note, the interest rate of the Series 2021 Note, the terms for adjustment of the interest rate on the Series 2021 Note, and the terms of redemption of the Series 2021 Note may be established or modified with the approval of the City. The execution and delivery of the Series 2021 Note shall be conclusive evidence that the City has approved such terms as subsequently established or modified. The offer of the Lender to purchase the Series 2021 Note at the price of par plus accrued interest, if any, to the date of delivery at the interest rate or rates specified in the Series 2021 Note is hereby accepted. The Mayor and the City Administrator are hereby authorized to execute and deliver any agreements with any depository institution, including any representation letter or amendment to any existing representation letter, in the event the City and the Lender elect to register the Series 2021 Note in book-entry form.

ALSO, BE IT RESOLVED, that the Series 2021 Note shall be a special, limited obligation of the City payable solely from the revenues provided by the Borrower pursuant to the Loan and Security Agreement. The City Council hereby authorizes and directs the Mayor and the City Administrator to execute and deliver the Series 2021 Note in substantially the form now on file with the City.

ALSO, BE IT RESOLVED, that the Loan and Security Agreement is hereby approved in substantially the form on file with the City, and the Mayor and the City Administrator are authorized and directed to execute and deliver the Loan and Security Agreement. The terms of the Loan and Security Agreement may be established or modified with the approval of the City. The execution and delivery of such documents shall be conclusive evidence that the City has approved such terms as subsequently established or modified. Copies of all of the documents necessary to the transaction herein described shall be delivered, filed, and recorded as provided herein and in the Loan and Security Agreement.

ALSO, BE IT RESOLVED, that the Mayor and the City Administrator and other officers, employees, and agents of the City are hereby authorized and directed to prepare and furnish to Kennedy & Graven, Chartered, as bond counsel to the City ("Bond Counsel"), and the Lender certified copies of all proceedings and records of the City relating to the issuance of the Series 2021 Note, including a certification of this resolution. Such officers, employees, and agents are hereby authorized to execute and deliver, on behalf of the City, all other certificates, instruments, and other written documents that may be requested by Bond Counsel, the Lender, or other persons or entities in conjunction with the issuance of the Series 2021 Note. Without imposing any limitation on the scope of the preceding sentence, such officers, employees, and agents are specifically authorized to execute and deliver one or more certificates of the City and all other documents and certificates as shall be necessary and appropriate in connection with the issuance, sale, and delivery of the Series 2021 Note. The City hereby authorizes Bond Counsel to prepare, execute, and deliver one or more approving legal opinions with respect to the Series 2021 Note.

ALSO, BE IT RESOLVED, that the City hereby authorizes the Borrower to provide such security for payment of its obligations under the Loan and Security Agreement and for payment of the Series 2021 Note, as is agreed upon by the Borrower and the Lender, and the City hereby approves the execution and delivery of such security.

ALSO, BE IT RESOLVED, that all agreements, covenants, and obligations of the City contained herein and in the above-referenced documents shall be deemed to be the agreements, covenants, and obligations of the City to the full extent authorized or permitted by law, and all such agreements, covenants, and obligations shall be binding on the City and enforceable in accordance with their terms. No agreement, covenant, or obligation contained in this resolution or in the above-referenced documents shall be deemed to be an agreement, covenant, or obligation of any member of the City Council, or of any officer, employee, or agent of the City in that person's individual capacity. Neither the members of the City Council nor any officer executing the Series 2021 Note shall be liable personally on the Series 2021 Note or be subject to any personal liability or accountability by reason of the issuance of the Series 2021 Note.

ALSO, BE IT RESOLVED, that, except as herein otherwise expressly provided, nothing herein or in the Loan and Security Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the City and the registered and beneficial owners of the Series 2021 Note, any right, remedy, or claim, legal or equitable, under

and by reason of this resolution or any provision hereof or of the Loan and Security Agreement or any provision thereof; this resolution, the Loan and Security Agreement and all of their provisions being intended to be, and being for the sole and exclusive benefit of the City and the registered and beneficial owners of the Series 2021 Note issued under the provisions of this resolution and the Loan and Security Agreement, and the Borrower to the extent expressly provided in the Loan and Security Agreement.

ALSO, BE IT RESOLVED, that, in case any one or more of the provisions of this resolution, other than the provision that the Series 2021 Note shall constitute a special, limited obligation of the City, or of the documents mentioned herein, or of the Series 2021 Note issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution, or of the aforementioned documents, or of the Series 2021 Note, but this resolution, the aforementioned documents, and the Series 2021 Note shall be construed and endorsed as if such illegal or invalid provisions had not been contained therein. If for any reason the Mayor or the City Administrator, or any other officers, employees, or agents of the City authorized to execute certificates, instruments, or other written documents on behalf of the City, shall for any reason cease to be an officer, employee, or agent of the City after the execution by such person of any certificate, instrument, or other written document, such fact shall not affect the validity or enforceability of such certificate, instrument, or other written document. If for any reason the Mayor or the City Administrator is unable to execute and deliver the documents referred to in this resolution, such documents may be executed by any member of the City Council or any officer of the City delegated the duties of the Mayor or the City Administrator with the same force and effect as if such documents were executed and delivered by the Mayor or the City Administrator.

ALSO, BE IT RESOLVED, that the authority to approve, execute, and deliver any future amendments to the documents executed and delivered by the City in connection with the Series 2021 Note is hereby delegated to the Finance Director of the City, subject to the following conditions: (a) such amendments do not require the consent of the Lender or, if required, such consent has been obtained; (b) such amendments do not materially adversely affect the interests of the City as the issuer of the Series 2021 Note; and (c) such amendments are acceptable in form and substance to Bond Counsel.

ALSO, BE IT RESOLVED, that the Borrower has agreed to pay directly or through the City any and all costs paid or incurred by the City in connection with the transactions authorized by this resolution, whether or not the Series 2021 Note is issued.

ALSO, BE IT RESOLVED, that this resolution shall be in full force and effect from and after its passage.

Date Adopted: June 22, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: June 22, 2021
SUBJECT: Resolution 2021-134 Accept Bids for NW Area Watermain, Contract 2019-12B

Background:

On Wednesday, June 16, 2021 bids were received for the proposed NW Area Watermain Improvements, City Contract 2019-12B, including extension of public watermain from Acorn Trail (CSAH 76) to the proposed NW Area Water Tower location. Note the water tower itself is to be bid under a separate contract with those bids due July 6, 2021.

The bids are tabulated as follows:

Ryan Contracting Companies, Elko New Market, MN	\$ 684,040.75
Heselon Construction, Faribault, MN	\$ 697,599.00
BCM Construction, Inc, Faribault, MN	\$ 738,634.00
GM Contracting, Inc, Lake Crystal, MN	\$ 786,303.55
A-1 Excavating, Bloomer, WI	\$ 807,857.00
Krueger Excavating, Inc, Prior Lake, MN	\$1,036,461.00
SL Contracting, Inc, Rochester, MN	\$1,107,905.25
Engineer's Estimate	\$1,170,611.50

The low project bid is well under the Engineer's Estimate and a majority of the construction costs for this contract will be financed through a low interest loan from the Minnesota Public Facilities Authority (PFA) Drinking Water Revolving Loan Fund. Final funding breakdowns will be completed after the water tower project is bid as the two projects share funding sources.

It is recommended to award to the low bidder, Ryan Contracting Companies. There is a flexible start date on the construction for this project as the watermain is not needed to be operational until such time as the water tower is to go online so construction may start this fall or next spring depending on the Contractor's work load.

Recommendation:

Approve Resolution 2021-134 and award contract to low bidder

Attachments:

1. Resolution 2012-134 Accept Bids
2. 2019-12B Project Location Map

CITY OF FARIBAULT

RESOLUTION #2021-134

ACCEPT BIDS FOR NW AREA WATERMAIN CONTRACT 2019-12B

WHEREAS, pursuant to the advertisement for bids for the NW Area Watermain Improvements project (Contract 2019-12B), bids were received, opened, and tabulated according to law and the following bids were received complying with the advertisement for bids:

Ryan Contracting Companies, Elko New Market, MN	\$ 684,040.75
Heselton Construction, Faribault, MN	\$ 697,599.00
BCM Construction, Inc., Faribault, MN	\$ 738,634.00
GM Contracting, Inc, Lake Crystal, MN	\$ 786,303.55
A-1 Excavating, Bloomer, WI	\$ 807,857.00
Krueger Excavating, Inc, Prior Lake, MN	\$1,036,461.00
SL Contracting, Inc, Rochester, MN	\$1,107,950.25

And;

WHEREAS, it appears that Ryan Contracting Companies, Elko New Market, MN is the lowest responsible bidder.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Administrator are hereby authorized and directed to enter into contract with Ryan Contracting Companies in the name of the City of Faribault for NW Area Watermain Improvements project (Contract 2019-12B) in the amount of \$684,040.75 according to the Plans and Specifications prepared and on file in the office of the City Engineer.

ALSO, BE IT RESOLVED, that the City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposit of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Date Adopted: June 22, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

CITY OF FARIBAULT

CONSTRUCTION PLANS FOR

NW AREA TOWER AND WATERMAIN IMPROVEMENTS

BMI PROJECT NUMBER: T21.119018

JANUARY, 2021

RESOURCE LIST

CITY OF FARIBAULT

City Hall
208 1st Avenue NW
Faribault, MN 55021
(507) 334-2222

City Administrator:
Tim Murray

Mayor: Kevin Voracek (507) 384-0567

City Council Members:

Sara Caron
Peter van Sluis
Royal Ross
Thomas Spooner
Janna Viscomi
Jonathan Wood

City Engineer:

Mark DuChene, P.E. (507) 333-0361

Bolton & Menk, Inc.

Water Tower Design:

Seth Peterson, P.E. (612) 803-5223

Watermain Design:

Mitchell R Hoeft, P.E. (952) 358-1845

Utility Superintendent:

Mike Glende (507) 384-0559

UTILITIES

Provided by City of Faribault
(507) 334-2222
Sanitary Sewer
Storm Sewer
Water Service

GAS

Xcel Energy

Nathan Luedtke (507) 334-2923
Greater MN Gas (888) 931-3411
David Pinney (507) 209-2114
Magellan Pipeline Co (507) 334-8370
Jeff Brown (651) 635-4264
Cynthia Pierce (918) 574-7464

TELEPHONE

Jaguar Communications
Lauren Deml (507) 214-0263
Verizon Wireless Communications
Greg Allen (612) 619-9602

CABLE

Charter

David Jensen (507) 434-5916
CentryLink
Michael Spieker (612) 861-8781
Consolidated Communications
Justin Grev:
justin.grev@consolidated.com

ELECTRIC

Xcel Energy

Bruce Zemke (612) 330-7815
Steele-Waseca Cooperative Electric
Jeff Daley (507) 451-7340

SHEET NUMBER

GENERAL

G0.01 - G0.03

SHEET TITLE

TITLE SHEET, LEGEND, GENERAL NOTES

CIVIL

C1.01 - C1.02

DETAILS

C2.01 - C2.03

SWPPP

C3.01

OVERALL SITE LAYOUT

C4.01 - C4.06

WATERMAIN PLAN & PROFILE

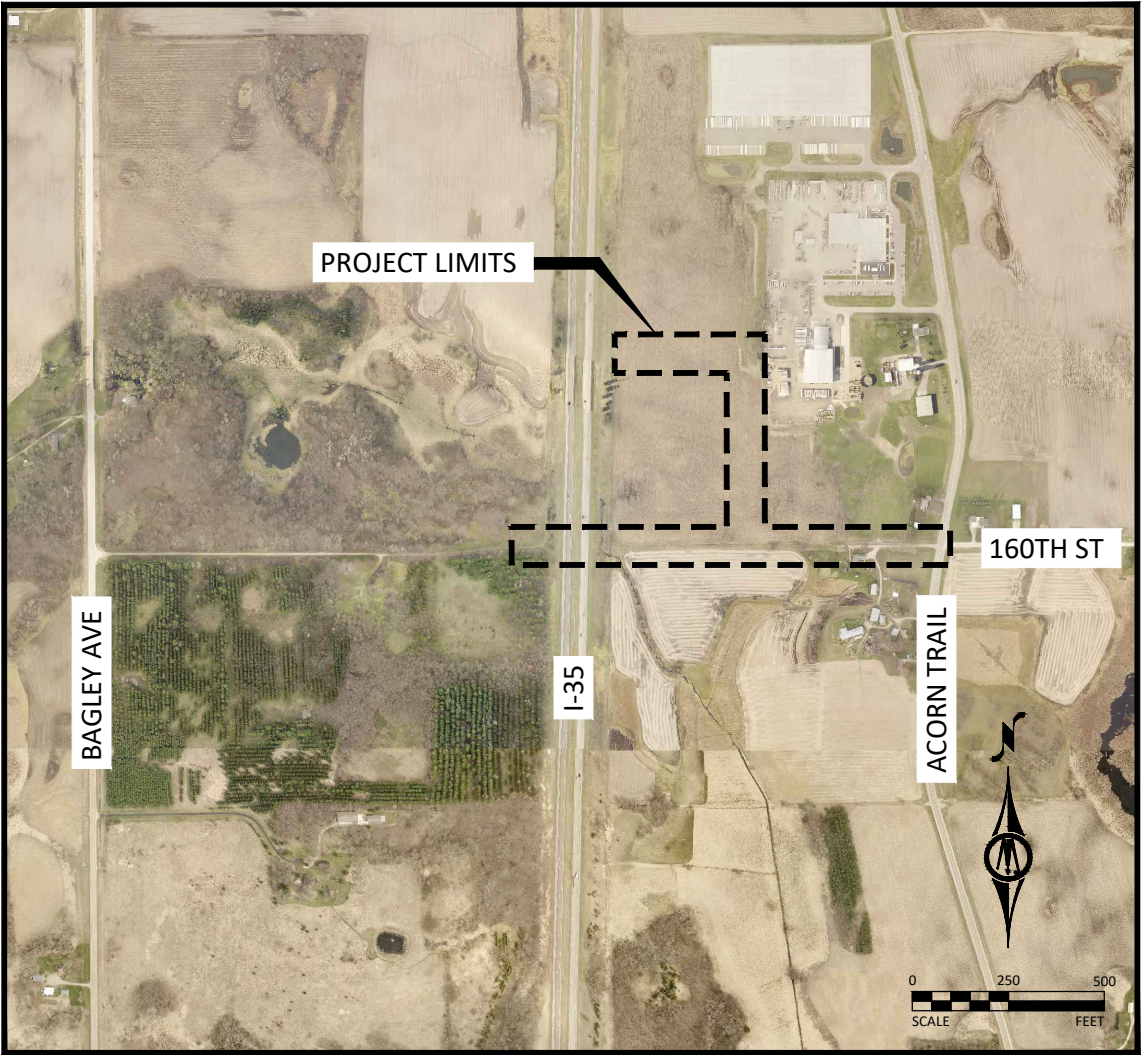
C6.01 - C6.02

ACCESS ROAD PLAN & PROFILE, TOWER SITE PLAN

C9.01 - C9.02

CROSS SECTIONS

THIS PLAN SET CONTAINS 19 SHEETS.



NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

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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.

Mitchell R. Hoeft

LIC. NO. 50850

DATE 04/23/2021



12224 NICOLLET AVENUE
BURNSVILLE, MINNESOTA 55337
Phone: (952) 890-0509
Email: BurnsVille@bolton-menk.com
www.bolton-menk.com



DESIGNED	NO.	ISSUED FOR	DATE
MRH/JAM			
DRAWN			
JAM/LKS			
CHECKED			
MRH			
CLIENT PROJ. NO.			
T21.119018			

CITY OF FARIBAULT, MINNESOTA	SHEET
NW AREA TOWER AND WATERMAIN IMPROVEMENTS	G0.01
TITLE SHEET	

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
5 MONTHS ENDING May 31, 2021
41.67%



GENERAL FUND

	Actual	Annual Budget	Actual to Date	YTD %
Revenues	FY 2020	FY 2021	FY 2021	Collected
Taxes	\$ 7,866,482	\$ 8,825,835	\$ 89,503	1.01%
Permit & Licenses	546,332	496,305	157,261	31.69%
Intergovernmental Revenue	8,883,181	7,168,662	246,095	3.43%
Charges for Services	1,464,405	1,295,426	138,514	10.69%
Fines & Forfeits	101,772	145,000	60,001	41.38%
Miscellaneous Revenue	817,406	143,020	22,010	15.39%
Other Sources	212,314	337,721	-	0.00%
Total	\$ 19,891,891	\$ 18,411,969	\$ 713,385	3.87%
Expenditures				
Council	\$ 255,369	\$ 293,251	\$ 115,860	39.51%
City Administration	271,495	287,292	106,119	36.94%
Elections	39,892	4,520	910	20.13%
Finance Administration	498,517	519,072	225,769	43.49%
Information Services	232,652	254,314	86,452	33.99%
Legal Services	220,153	324,700	110,815	34.13%
Personnel Administration	256,911	264,403	109,034	41.24%
Planning & Zoning	414,668	444,842	165,674	37.24%
City Hall Maintenance	175,778	190,526	67,582	35.47%
Police Administration	976,578	1,010,267	420,640	41.64%
Criminal Investigation	954,681	989,807	366,504	37.03%
Uniform Patrol	3,117,858	3,276,518	1,256,980	38.36%
Police Records	440,267	464,577	176,184	37.92%
Fire Administration	253,562	301,051	102,504	34.05%
Fire Suppression	1,328,880	1,394,985	496,352	35.58%
Code Enforcement -Inspection	504,371	553,484	184,108	33.26%
Emergency Management	3,205	5,550	247	4.45%
Community Services	238,304	327,129	93,503	28.58%
Public Works Administration	108,902	113,053	39,986	35.37%
Street Maintenance Projects	1,413,086	1,453,336	514,141	35.38%
Ice & Snow Removal	104,759	121,000	104,537	86.39%
Equipment Maintenance	287,681	293,048	116,314	39.69%
Street Lighting	299,276	280,500	77,690	27.70%
Traffic Signs & Signals	47,063	52,100	11,828	22.70%
Engineering	559,407	571,967	219,881	38.44%
Community Center Administration	601,949	701,828	247,521	35.27%
Community Center Building	411,469	522,488	163,024	31.20%
Aquatic Center	61,123	297,347	39,238	13.20%
Washington Center	35,255	59,254	14,432	24.36%
Soccer Complex	26,738	34,418	8,092	23.51%
Adult Programs	97,857	147,864	38,990	26.37%
Youth Programs	45,363	127,568	25,275	19.81%
Parks	1,043,535	1,089,419	353,437	32.44%
Library	1,239,298	1,174,632	430,100	36.62%
Miscellaneous Unallocated	976,292	504,939	162,465	32.18%
Mass Transit	-	10,000	-	0.00%
Total	\$ 17,542,197	\$ 18,461,049	\$ 6,652,185	36.03%
	2,349,695	(49,080)	(5,938,800)	
* transfer to capital funds	(530,723)			
YTD Fund Balance Increase (Decrease)	1,818,971			

WATER FUND

	Actual FY 2020	Annual Budget FY 2021	Actual to Date FY 2021	YTD % Collected
Revenues				
Charges for Services	\$ 3,529,388	\$ 3,656,925	\$ 1,485,041	40.61%
Miscellaneous Revenue	848,583	51,700	(24,811)	-47.99%
Other Sources	3,000	-	2,125	
Total	\$ 4,380,971	\$ 3,708,625	\$ 1,462,355	39.43%
Expenses				
Personnel Services	\$ 525,031	\$ 597,379	\$ 212,068	35.50%
Supplies	348,831	349,460	114,605	32.79%
Other Services & Charges	1,300,025	765,697	254,948	33.30%
Capital Outlay	-	7,349,687	123,123	1.68%
Debt Service	54,306	563,043	37,530	6.67%
Other Uses	104,076	90,000	37,500	41.67%
Total	\$ 2,332,269	\$ 9,715,266	\$ 779,774	8.03%
YTD Fund Balance Increase (Decrease)	2,048,702	(6,006,641)	682,581	
Depreciation		(1,100,000)	(458,333)	
YTD Fund Balance Increase (Decrease) with depreciation	2,048,702		224,248	

SEWER FUND

	Actual FY 2020	Annual Budget FY 2021	Actual to Date FY 2021	YTD % Collected
Revenues				
Charges for Services	\$ 6,509,217	\$ 5,635,000	\$ 2,625,201	46.59%
Miscellaneous Revenue	461,671	77,000	(16,043)	-20.83%
Other Sources	64,680	-	-	0.00%
Total	\$ 7,035,568	\$ 5,712,000	\$ 2,609,158	45.68%
Expenses				
Sewer Collection				
Personnel Services	\$ 484,869	\$ 503,219	\$ 181,238	36.02%
Supplies	72,841	97,037	13,202	13.60%
Other Services & Charges	770,271	297,538	78,791	26.48%
Capital Outlay	-	1,539,654	104,320	6.78%
Other Uses	105,000	55,838	43,750	78.35%
Water Reclamation Plant				
Personnel Services	948,345	944,529	365,592	38.71%
Supplies	436,193	371,050	141,515	38.14%
Other Services & Charges	2,108,825	998,061	441,112	44.20%
Capital Outlay	-	2,165,000	5,272	0.24%
Debt Service	322,580	1,497,603	151,802	10.14%
Other Uses	105,000	105,000	43,750	41.67%
Total	\$ 5,353,923	\$ 8,574,529	\$ 1,570,343	18.31%
YTD Fund Balance Increase (Decrease)	1,681,644	(2,862,529)	1,038,815	
Depreciation		(1,905,000)	(793,750)	
YTD Fund Balance Increase (Decrease) with depreciation	1,681,644		245,065	

STORM WATER FUND

	Preliminary FY 2020	Annual Budget FY 2021	Actual to Date FY 2021	YTD % Collected
Revenues				
Charges for Services	\$ 990,687	\$ 1,120,643	\$ 468,983	41.85%
Miscellaneous Revenue	116,985	22,500	(9,838)	-43.72%
Intergovernmental	4,000	-	-	
Total	\$ 1,111,672	\$ 1,143,143	\$ 459,145	40.17%
Expenses				
Personnel Services	\$ 196,022	\$ 234,495	\$ 85,332	36.39%
Supplies	41,472	36,600	7,067	19.31%
Other Services & Charges	444,188	163,442	41,563	25.43%
Capital Outlay	-	1,491,181	-	0.00%
Other Uses	20,040	-	-	
Total	\$ 701,721	\$ 1,925,718	\$ 133,962	6.96%
YTD Fund Balance Increase (Decrease)	409,951	(782,575)	325,183	
Depreciation		(400,000)	(166,667)	
YTD Fund Balance Increase (Decrease) with depreciation	409,951		158,516	

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
5 MONTHS ENDING May 31, 2021
41.67%



CASH AND INVESTMENTS					
101	General Fund	4,355,756			Average interest Rate
	Fire Insurance Escrow	78,215	Wells Fargo	405,888	0.01%
210	Charitable Gambling Board	75,561	4M Fund	2,238,747	0.02%
211	City Rental Property Mgmt	78,179	State Bank of Faribault	5,832,716	0.30%
215	Public Safety Programs	78,479	Citizens Community Federal	3,573,904	0.30%
225	Airport	495,262	Citizens Comm. Federal CDs	495,838	2.79%
240	Community Development	451,421	RBC	28,269,203	2.00%
	EDA Future Project	464,181	UBS Financial	2,217,865	2.83%
241	Public Housing	(27,297)		<u>\$ 43,034,162</u>	
	Security Deposits Escrow	16,653			
243	Industrial Development Loan	243,831			
244	Rental Housing Rehabilitation	188,647			
245	Revolving Loans	63,557	Petty cash (on hand)	2,185	
247	SCDP Revolving Loans	304,806	Escrow Accounts	110,949	0.30%
248	Federal MIF Loans	625,184		<u>\$ 113,134</u>	
249	Minnesota Investment Fund	14,049			
254	CRV Rehabilitation Program	57,051			
263-272	TIF Districts	53,869			
280	Faribault HRA	729,773			
290	Economic Development Authority	304,538	TOTAL CASH	<u><u>\$ 43,147,296</u></u>	
292	EDA Revolving Fund	378,912			
344-348	Debt Service Funds	1,783,753			
360	Equipment Certificates	233,096			
401	Street Improvement Projects	2,926,642			
404	Park Land Dedication	1,051,191			
431	Capital Replacement Fund	2,205,878			
437	Public Facility Projects	1,906,849			
469	2018 Construction Projects	1,261,213			
470	TH60 Reconstruct (2019)	(807,762)			
472	30th St NW & TH3	(27,589)			
473	2020 Construction Projects	16,124			
474	2021 Construction Projects	(1,906)			
601	Water Fund	7,270,781			
602	Sewer Fund	12,208,004			
603	Storm Water Fund	2,674,677			
704	Worker's Compensation	251,003			
705	Property Liability Reserve	122,012			
873	Roberds Lake Sewer District	17,852			
897	Elderly Housing Corporation	461,056			
898	Robinwood Manor	547,717			
	Escrow Account	16,081			
	Total	<u>\$ 43,147,296</u>			