CITY COUNCIL AGENDA

COUNCIL CHAMBERS TUESDAY, FEBRUARY 8, 2022 6:00 PM

1. **Call to Order/Roll Call/Pledge of Allegiance**
2. **Presentations/Introductions – None**
3. **Approve minutes of January 25, 2022 City Council Meeting**
   A. January 25, 2022 City Council Meeting Minutes
4. **Consent Agenda**
   A. List of Claims for Release
   B. Approve Quote to Replace Pool Heater at Faribault Family Aquatic Center
   C. Resolution 2022-025 Approve Appointments of Committee, Board, and Commission Members
   D. Resolution 2022-026 Revising the 2022 Adopted Budget for Encumbrances
   E. Approve Biosolids Hauling and Application Agreement Extension
   F. Approve Agricultural Land Lease
   G. Approve 2022 CIP Purchase - Skid Loader
   H. Approve Petition and Waiver of Assessment for Water Service Repair at 523 7th Street NW
   I. Resolution 2022-027 Accept American Rescue Plan Act Grant for Municipal Airport
   J. Approve Parks and Recreation Facility Use Agreements
   K. Resolution 2022-028 Accept Donations to Parks and Recreation Department
   L. Resolution 2022-029 Final Project Acceptance of NW Area Watermain Improvements - City Contract 2019-12B
   M. Resolution 2022-031 Approve Massage Licenses
   N. Approve Hangar Rental Agreement
   O. Resolution 2022-033 Receive/File Feasibility Report and Establish Public Hearing for 2022 MSA Street Reconstruction Improvements - Contract 2022-04
   P. Resolution 2022-034 Receive/File Feasibility Report and Establish Public Hearing for 2022 Faribault Road Reconstruction & Lyndale Avenue Trail Improvements - Contract 2022-03
   Q. Approve LG230 Application to Conduct Off-Site Gambling for Faribault Youth Services, Inc.
   R. Approve Preliminary Development Agreement for Demolition of Farmer Seed Building (818 4th Street NW)
   S. Resolution 2022-032 Approve Hiring of Police Chief
5. **Requests to be Heard**
6. **Public Hearings – None**

7. Items for Discussion

A. Ordinance 2021-16 Rezoning from R-1, Single Family Residential to C-2 Highway Commercial District at 1440 Willow Street - Second Reading

1. Approve Summary Publication of Ordinance 2021-16

B. Resolution 2022-030 Approve Plans and Specifications and Establish Bid Date for 2022 Street Overlays and Sidewalk Improvements - Contract 2022-02

8. Bids - None

9. Boards and Commissions Reports, Announcements and Project Updates

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, JANUARY 25, 2022 6:00 PM

Call to Order/Roll Call/Pledge of Allegiance
The regular meeting of the City Council was called to order by Mayor Kevin Voracek at 6:00pm. Councilors Sara Caron, Royal Ross, Peter van Sluis, Tom Spooner, and Jon Wood were in attendance. Councilor Janna Viscomi was absent. Also, in attendance was City Administrator Tim Murray, Administrative Assistant II Kari Casper, Parks and Recreation Director Paul Peanasky, Human Resources Manager Kevin Bushard, Fire Dustin Dienst, City Engineer Mark DuChene, Community and Economic Development Director Deanna Kuennen, Police Chief Andy Bohlen, Public Works Director Travis Block, and City Attorney Scott Riggs.

Presentations/Introductions
The Faribault Area Chamber of Commerce and Tourism Annual Report was provided by Tourism Director Kelly Nygaard. Ms. Nygaard reviewed the 2021 financials, lodging tax collections, media and marketing strategies as well as the Minne-Road Trip. Lodging tax was up $40,000 over 2020 revenues, and $10,000 shy of pre-Covid numbers. $122,000 has been budgeted for next year including a $6,000 Explore Minnesota Tourism grant that they are hoping to receive. Billboard partnerships have continued as well as other print aspects throughout the year that focused on outdoor activities due to Covid. Travel guides and brochures are distributed at the airport, MOA and hotels. The website along with other social media are continuously being monitored. The digital campaigns in 2021, focused on outdoors. Travel trends showed that more females were booking trips and managing the travel budget, this led to the creation of a girl's weekend itinerary being put together. Ms. Nygaard has continued to work with influencers and bloggers as it has become a pivotal part of travel campaigns. Three Bloggers each with different track record and customized experience came to Faribault, these visits have led their followers to visit Faribault as well.

There were different media opportunities this year including stories by KSTP and the Town Ball Tour this past summer. Bus tours are coming back, there were nine different tours in 2021. The Chamber continues to use American Stories branding across all media.

The Minne-Road trip with Owatonna and Northfield attended the Iowa Sports Show. Staff are able to get phone numbers and emails of those in attendance when they take their photo in the Wagoneer. Staff are then able to send them emails to remind them why to visit this area. The wagon attended the Excelsior Woolen Mills grand opening.

Approve minutes of the January 11, 2022 City Council Meeting
Motion by Ross, seconded by Caron to approve January 11, 2022 City Council Minutes and carried unanimously.

Consent Agenda

A. List of Claims for Release
B. Resolution 2022-016 Approve 2021 Budget Amendments
C. Resolution 2022-018 Authorizing the Transfer of the 2021 Balance of Restricted Cash in Fund 240-00000-460-39200 to the Economic Development Authority of the City of Faribault, Minnesota
D. Approve Hangar Rental Agreements
E. Approve Rescinding of the City of Faribault Employee Choice Vaccination Policy and Attestation Form
F. Resolution 2022-017 Approve Appointments of Board and Commission Members
G. Resolution 2022-022 Impose Monetary Fines for Off-Sale and/or On-Sale and Sunday Liquor Licensees for Compliance Check Failures
H. Approve Significant Industrial User Contracts
I. Approve Contract with Clean River Partners for MS4 Permit Educational Services
J. Approve Private Hangar Land Lease Agreement
K. Resolution 2022-023 Authorization to Apply for the Staffing for Adequate Fire and Emergency Response (S.A.F.E.R.) Grant
L. Resolution 2022-024 Approve Hiring Police Officer

Councilor Spooner stated that he was voting in favor of all Consent Agenda Items, however would be abstaining from 4F. Resolution 2022-017 Approve Appointments of Board and Commission members due to a conflict of interest.

Motion by van Sluis, seconded by Ross to approve Consent Agenda Items 4A-4L and carried unanimously.

Requests to be Heard – None

Public Hearings – None

Items for Discussion

Resolution 2022-020 Approving Minnesota Department of Employment and Economic Development Redevelopment Grant and Authorizing Submittal of Grant Application for the Former Farmer Seed Building Located at 818 4th Street NW, Faribault, MN

Community and Economic Development Director Deanna Kuennen explained that at the City Council Work Session on January 18, 2022, the City Council was updated on a proposal for the redevelopment of the former Farmer Seed building and site. The Farmer Seed building was purchased by KK&G Properties, LLC (KK&G). While their original intent was to reuse the entire grouping of buildings for indoor storage, a conditions analysis and structural review revealed structural issues and significant damage to four (4) of the seven (7) buildings past the point of repair. Due to the building being listed on the national registry of historic places, KK&G applied to the Heritage Preservation Commission for a Certificate of Appropriateness for a partial demolition permit, which was granted in December 2021.

With the issuance of the Certificate of Appropriateness for the partial demolition, KK&G engaged additional engineers and architects to develop a reuse proposal for the site. The proposed redevelopment includes saving the oldest part of the building and renovating it into 18 apartments, converting two of the existing buildings into climate controlled self-storage, constructing a new 3-story climate controlled self-storage building, and constructing a standalone 42-unit apartment building. The total estimated cost for the redevelopment is approximately $12,200,000.00, with $1,191,002.99 in possible public financing and

$11,008,677.01 privately financed.

The site requires costly cleanup, and many of those cleanup costs are eligible for the DEED Redevelopment Grant Program. The Redevelopment Grant Program focuses on projects where there was previous development and the need to recycle the land for more productive use exists. The program can pay for up to 50-percent of certain development costs for a qualifying site. This grant is competitive, is offered only twice per year and is awarded to projects that provide the highest return in public benefits for the public costs incurred. The next grant application round closes on February 1, 2022. In partnership with KK& G Properties LLC, a draft grant has been prepared. The total eligible redevelopment costs is $1,047,650 and the requested DEED grant is $523,825.

Resolution 2022-020 is required to be adopted prior to submittal of the grant application. The resolution identifies the City of Faribault as the applicant and legal sponsor for the project, authorizes the grant to be submitted, and commits the funding match to the grant. Staff will continue to refine the grant application, in collaboration with KK&G Properties, Inc. with the intention of submitting the grant by the application deadline of February 1, 2022.

Councilor Spooner asked what happens if they apply for the grant and they do not move forward, Kuennen explained that the money goes back to the state. Councilor Caron asked about language in the grant application that states “trees and landscaping will be a vast improvement to the site” as well as “amenities will be lost”, Kuennen explained that all of this will be reviewed during the planning process, and that if the grant is not approved, the scope of the project would be scaled back. Kuennen also stated that this is just the beginning of the project, they still need to go through the planning and zoning process as well as the TIF components. City Administrator Tim Murray explained that in a perfect world that this would have gone through the other processes, however, due to the February 1, 2022 deadline, this part is being done first.

Motion by Ross, seconded by van Sluis to approve Resolution 2022-020 Approving Minnesota Department of Employment and Economic Development Redevelopment Grant and Authorizing Submittal of Grant Application for the Former Farmer Seed Building Located at 818 4th Street NW, Faribault, MN and carried unanimously.

Resolution 2022-019 Finding Parcel is Occupied by Structurally Substandard Buildings
Community and Economic Development Director Deanna Kuennen explained in order for the project to move forward at Famer Seed, there is a need for public financing, potentially a Redevelopment TIF District. The developers have applied and received a certificate of appropriateness to demo the building, but before we allow demo we want to be sure that we have the components in place to allow for Redevelopment TIF District. Staff worked with LHB, Inc. to conduct a TIF blight analysis of the Farmer Seed building site at 818 4th Street NW, Faribault, MN - PID 18.31.2.26.120 and provide a letter of findings. The purpose of this exercise was to determine if the site would be eligible and meet the criteria for a redevelopment tax increment financing district. If yes, then the City Council could approve a resolution with this finding, and once approved, demolition could take place without eliminating the ability to establish a redevelopment tax increment financing district within a three (3) year window. The Letter of Finding indicates that after inspecting and evaluating the building and applying the current statutory criteria for a redevelopment district, it is the opinion of LHB, Inc. that the building/site qualifies as substandard.

Councilor Wood stated that the building report it states that building code deficiencies total more

than 15% replacement costs not including energy code, is that a benchmark? Kuennen, stated that she believed that is the threshold in the statutes.

Motion by van Sluis, seconded by Wood to approve Resolution 2022-019 Finding Parcel is Occupied by Structurally Substandard Buildings and carried unanimously.

Ordinance 2022-1 Amend the Specific Development Standards for Residential Care Facilities Outlined in Chapter 7, Sec. 7-30 of the City's Unified Development Ordinance - Second Reading and Approve Summary Publication

Community and Economic Development Director Deanna Kuennen explained that on January 11, 2022, the City Council approved the first reading of Ordinance 2022-1, which amends the specific development standards for residential care facilities outlined in Chapter 7, Sec. 7-30 of the City's Unified Development Ordinance. Since the first reading of the ordinance, Staff has not received any comments from the public, nor has Staff made any changes to the ordinance

For clarification purposes, the City could require a greater separation between residential care facilities than what the state requires for its purposes. However, aligning the City's ordinances with state statutes gives the City Council the flexibility to approve or deny a conditional use permit for a residential care facility that does not meet separation requirements. A conditional use permit is currently required (and will still be required) for residential care facilities over six (6) units. The proposed amendment eliminates the extra step to approve or deny a variance for a residential care facility that does not meet separation requirements from other residential care facilities and childcare facilities, in addition to the conditional use permit. The amendment simplifies the approval process while still providing the City Council with the authority to consider whether to approve or deny a request related to the location of a proposed residential care facility.

Motion by Wood, seconded by van Sluis to approve Ordinance 2022-1 Amend the Specific Development Standards for Residential Care Facilities Outlined in Chapter 7, Sec. 7-30 of the City's Unified Development Ordinance

Roll Call Vote:
Aye: Councilor Caron, Ross, van Sluis, Spooner, Wood, Mayor Voracek
Nay:
Motion carried 6:0

Motion by Ross, seconded Caron to Approve Summary Publication and carried unanimously.

Ordinance 2022-2 Amend Table 11-1 of the City's Unified Development Ordinance Related to Residential Care Facilities in Commercial Zoning Districts - Second Reading and Approve Summary Publication

Community and Economic Development Director Deanna Kuennen explained that on January 11, 2022, the City Council approved the first reading of Ordinance 2022-2, which amends Table 11-1 of the City's Unified Development Ordinance related to residential care facilities in the C-2 and C-3 zoning districts. Table 11-1 currently does not allow residential care facilities serving more than 32 persons in the C-2 and C-3 districts. However, Ordinance 2022-2 amends Table 11-1 to allow residential care facilities serving seventeen (17) or more persons in the C-2 and C-3 zoning districts with the approval of a conditional use permit. Since the first reading of Ordinance 2022-2, Staff has not received any comments from the public, nor has Staff made any changes to the ordinance.

Motion by Ross, seconded by Wood to approve Ordinance 2022-2 A mend Table 11-1 of the City's Unified Development Ordinance Related to Residential Care Facilities in Commercial Zoning Districts - Second Reading

Roll Call Vote:
Aye: Councilor Caron, Ross, van Sluis, Spooner, Wood, Mayor Voracek
Nay:
Motion carried 6:0

Motion by Spooner, seconded by van Sluis to Approve Summary Publication and carried unanimously.

Ordinance 2022-3 Approve a Zoning Text Amendment to Create a Public / Institutional Zoning District - Second Reading and Approve Summary Publication
Community and Economic Development Director Deanna Kuennen explained that on January 11, 2022, the City Council approved the first reading of Ordinance 2022-3, which approves a zoning text amendment to create a public/institutional zoning district for medium to large-scale public/institutional uses such as educational facilities, hospitals, and government facilities. Since the first reading of the ordinance, Staff has not received any comments from the public, nor has Staff made any changes to the ordinance.

Motion by Spooner, seconded by van Sluis to approve Ordinance 2022-3 Approve a Zoning Text Amendment to Create a Public / Institutional Zoning District - Second Reading

Roll Call Vote:
Aye: Councilor Caron, Ross, van Sluis, Spooner, Wood, Mayor Voracek
Nay:
Motion carried 6:0

Motion by Ross, seconded by Spooner to approve Summary Publication and carried unanimously.

Bids
Resolution 2022-021 Accept Bid for Roof Replacement on Community Center and Buckham Memorial Library
Parks and Recreation Director Paul Peanasky stated that on Tuesday, January 18, 2022, bids were received for the replacement of the roof on the Community Center and Buckham Memorial Library. The library roof was last replaced in 1994 and the Community Center roof was last replaced in 1999. Both roofs have had numerous repairs over the past years and continue to leak. The replacement also includes the old section of Buckham West. Buckham West is responsible for 50% of the cost of their building. The cost to Buckham West for their share will be $53,500, which includes the roof replacement and resetting of the HVAC units. Several roof drains will also be added in the library's lower level roof as no roof drains were originally installed. Without roof drains, all the water on the roof had to drain to scuppers on the edges of the roof. This will get the water off the roof quicker and cause fewer future issues.

The cost also includes the full removal of all of the skylights on the Community Center and replacement of the two sky lights on the library. Due to the size of the sky lights on the library, it will be much cheaper to replace them than to remove them. The new sky lights also have a life expectancy of 35 years.

The roof itself has a 30-year warranty and if proper inspections are done on the roof, an additional 10 years are added to the warranty. All inspections are done annually at no charge by the Garland Company.

In the 2022 Capital Improvement Budget, $1,385,000 was budgeted for roof replacement and additional roof repairs.

Three bids were received and tabulated as follows:

Palmer West Construction Co. Inc.	$1,717,700
Schwickerts' Tecta America	$1,775,450
Jackson and Associates LLC	$1,829,000

Palmer West plans to begin construction in the spring with an approximate 60-day construction schedule.

One item that is being discussed internally is the addition of a screen for the HVAC unit on the Library. City Code Chapter 6-30 paragraph A4 requires the screening if the unit is visible. However, the wall on the library may cover most of the unit and it is the screening that is visible. If required, the screening was put in the bid as an alternate and the cost would be an additional $28,800. For a project this size, we do also anticipate there may be some change orders.

With the higher cost than anticipated for this project, we are also requesting a budget adjustment to cover the difference. With the funds required for the roof repairs, approximately $325,000 will be needed in the budget adjustment from the Facilities Improvement Fund.

Councilor Ross asked if the Senior Center was bid separately, Peanasky stated that it was bid separately. The drains are not going through the building, they will go through the roof of the building and to the storm sewer.

Motion by Ross, seconded by Wood to approve Resolution 2022-021 Accept Bid for Roof Replacement on Community Center and Buckham Memorial Library and carried unanimously.

Boards and Commissions Reports, Announcements and Project Updates

The Monthly Financial Report was provided to the Council as part of the meeting materials prior to the meeting.

Murray reminded the Council that next week's Work Session is on Wednesday at 6, and prior to that is Open House for Police Chief candidates at the Police Department. Councilor Spooner asked if the police chief appointment would be discussed at a closed session, Murray explained that it would be in an open session. Spooner also asked if the Council would be asked to decide that night. Murray stated that they would be asked to consider deciding, that would be the objective, but it would depend on the Council.

Adjournment

Motion by Wood, seconded Ross to adjourn the meeting and carried unanimously.
Meeting adjourned at 6:43pm.

Respectfully Submitted,

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Heather Slechta

Assistant to the City Administrator

Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Day, Finance Director
MEETING DATE: February 8, 2022
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 $960,756.86, which includes check numbers 173847 to 173980 and automatic clearing house payments.

The description line for each claim provides information to assist readers in understanding the purpose of the purchase and the department making the purchase. Initials of the department making the purchase are included in the description when possible. At the bottom of each page is a key, listing the primary funds to help identify the fund associated with the claim.

Recommendation:
It is recommended that the City Council approve the attached List of Claims for release.

Attachments:
1. 02-08-2022 Council AP List

AP
AP Council Approval 02-08-2022

User: astadler
Printed: 2/4/2022 9:35:40 AM

Check Numb	Last Name	Acct 1	Amount	Description
173861	1st Line/Leewes Ventures LLC	101-45125-450-42990	273.25	Slush Flavtoring for Resale at Aquatic Center
173861	1st Line/Leewes Ventures LLC	101-45125-450-42990	390.50	Slush Flavoring for Resale at Aquatic Center
173861	1st Line/Leewes Ventures LLC	101-45125-450-42990	407.00	Slush Flavoring for Resale at Aquatic Center
173861	1st Line/Leewes Ventures LLC	101-45125-450-42990	156.00	Slush Flavoring for Resale at Aquatic Center
173861	1st Line/Leewes Ventures LLC	101-45125-450-42990	365.00	Slush Flavoring for Resale at Aquatic Center
	1st Line/Leewes Ventures LLC		1,591.75	
173862	Airgas USA LLC	101-43126-430-44160	70.42	Oxygen & Acetylene Rental
	Airgas USA LLC		70.42	
0	All Pro Cleaners LLC	898-46310-000-44010	1,143.68	January 2022 Janitorial Service 38.25 Hours
0	All Pro Cleaners LLC	898-46310-000-44010	119.60	#118 Cleaning 4 hours
0	All Pro Cleaners LLC	241-46330-461-44010	276.58	519 Lincoln Ave Floor Polishing
	All Pro Cleaners LLC		1,539.86	
173863	Amazon Capital Services	602-49480-000-42210	31.45	Snow Blower Scraper/Shave Part
173863	Amazon Capital Services	101-42110-420-42230	46.00	Flag Spreader
173863	Amazon Capital Services	101-45140-450-42110	16.99	Washington Camp Supplies
	Amazon Capital Services		94.44	
173864	American Boarding Kennel	101-42123-420-43135	312.92	Boarding Cannon-Reissue Lost Check
	American Boarding Kennel		312.92	
173865	American Red Cross	101-45130-450-43131	123.00	Lifeguarding Civic Certificates
173865	American Red Cross	101-45122-450-43140	300.00	Lifeguarding Provider Fee
	American Red Cross		423.00	

KEY: General Fund (101), Airport (225), Public Housing (241), Water (601), Sewer (602), Storm (603), Robinwood (898)

Check Numb	Last Name	Acct 1	Amount	Description
173866	Ancom Technical Center	101-42123-420-42410	425.00	Holster with Clip
	Ancom Technical Center		425.00	
173867	[redacted]	241-46330-461-44375	220.00	February Utility Reimbursement 408 NW 13th Street
	[redacted]		220.00	
173868	Armed Forces Reserve Center	101-45122-450-44160	2,540.00	Armory Hours - July Thru December 2021
	Armed Forces Reserve Center		2,540.00	
0	Arrow Electric LLC	101-45122-450-44010	170.98	Install Power for Pool Clock
0	Arrow Electric LLC	898-46310-000-42110	354.53	Community Room Ceiling Fans
0	Arrow Electric LLC	101-41940-410-44010	275.10	Convert Light Fixtures to LED & Repair Light Fixture 12/16/21
0	Arrow Electric LLC	101-41940-410-44010	46.00	Check Power to Roof Top Unit 12/8/21
0	Arrow Electric LLC	898-46310-000-44010	422.89	Install Community Room Ceiling Fans
	Arrow Electric LLC		1,269.50	
173869	Aspen Mills	101-42110-420-42180	464.36	Color Brass - Flag Pins
173869	Aspen Mills	101-42123-420-42180	59.95	Cargo Pants / S Angle
173869	Aspen Mills	101-42123-420-42180	59.95	Cargo Pants / B Arens
173869	Aspen Mills	101-42123-420-42180	35.96	Name Tag / J Perry
173869	Aspen Mills	101-42700-420-42180	105.31	Uniform Shirts / D Delesha
173869	Aspen Mills	101-42123-420-42180	-229.98	CREDIT - Returned Sample Vest Carriers
	Aspen Mills		495.55	
173870	Association of Training Officers of MN	101-42123-420-43140	1,100.00	Basic FTO Training / B Considine - S Tollefson
	Association of Training Officers of MN		1,100.00	
173871	Auto Value Parts Store	101-42123-420-42210	138.99	Battery / #18
173871	Auto Value Parts Store	601-49430-000-42210	4.49	Body Retainers Truck #11
	Auto Value Parts Store		143.48	
173872	Baker & Taylor Entertainment	101-45500-450-42190	-8.24	Book Credit
173872	Baker & Taylor Entertainment	101-45500-450-42190	-21.97	Book Credit
173872	Baker & Taylor Entertainment	101-45500-450-42190	450.96	Books
173872	Baker & Taylor Entertainment	101-45500-450-42190	507.29	Books
173872	Baker & Taylor Entertainment	101-45500-450-42190	415.75	Books

Check Numb	Last Name	Acct 1	Amount	Description
173872	Baker & Taylor Entertainment	101-45500-450-42190	537.88	Books
173872	Baker & Taylor Entertainment	101-45500-450-42190	130.14	Books
173872	Baker & Taylor Entertainment	101-45500-450-42190	30.43	Books
173872	Baker & Taylor Entertainment	101-45500-450-42190	126.87	Books
173872	Baker & Taylor Entertainment	101-45500-450-42190	51.81	Books
173872	Baker & Taylor Entertainment	101-45500-450-42190	394.28	Books
	Baker & Taylor Entertainment		2,615.20	
0	BGMN Inc	101-42123-420-42130	53.88	Diesel Fuel Additive
0	BGMN Inc	101-43121-430-42130	215.50	Diesel Fuel Additive
0	BGMN Inc	101-45200-450-42130	107.76	Diesel Fuel Additive
0	BGMN Inc	602-49450-000-42130	80.81	Diesel Fuel Additive
0	BGMN Inc	601-49430-000-42130	80.81	Diesel Fuel Additive
	BGMN Inc		538.76	
0	BHE Renewables	602-49480-000-43810	4,350.43	Solar Energy December
	BHE Renewables		4,350.43	
0	Bolton & Menk Inc	401-43121-430-45300	2,663.00	2023 Northern Link Trail Environmental Doc. (003)
0	Bolton & Menk Inc	401-43121-430-45300	11,788.00	2023 Northern Link Trail Design/Const. (004)
0	Bolton & Menk Inc	602-49450-000-45300	7,558.00	2023 TH 3 Sanitary Sewer Project
	Bolton & Menk Inc		22,009.00	
173873	Borchardt Gina	601-00000-000-20200	14.13	Refund Check 016417-000, 1410 25 Ave NW
	Borchardt Gina		14.13	
0	Border States Industries Inc	602-49480-000-42110	60.98	Light Bulbs
	Border States Industries Inc		60.98	
173874	Bound Tree Medical LLC	101-42220-420-42110	1,679.98	Batteries for Lucas CPR
	Bound Tree Medical LLC		1,679.98	
173875	Bug Busters Inc	898-46310-000-44010	82.00	#103 Treat Ants & #102 Treat Drain Flies
	Bug Busters Inc		82.00	

Check Numb	Last Name	Acct 1	Amount	Description
173876	Bulson Tony	601-00000-000-20200	14.84	Refund Check 008377-000, 14 12 St NW
	Bulson Tony		14.84	
0	Burbank Jeffrey	101-42121-420-43310	30.00	Lunch Per Diem / MSCIC Conf
	Burbank Jeffrey		30.00	
173877	Canon Financial Services Inc	101-42400-420-44160	224.41	Copier Lease 1/1/22-1/31/22
173877	Canon Financial Services Inc	101-42210-420-44160	68.46	Copier Charges 01/01/2022 to 01/31/2022
173877	Canon Financial Services Inc	101-42124-420-44160	201.90	Copier Leases 1/1/22-1/31/22
173877	Canon Financial Services Inc	602-49450-000-44160	11.46	Public Works Copier Rent 1/1/22-1/31/22
173877	Canon Financial Services Inc	101-41940-410-44160	224.41	Copier Lease 1/1/22-1/31/22
173877	Canon Financial Services Inc	601-49430-000-44160	11.46	Public Works Copier Rent 1/1/22-1/31/22
173877	Canon Financial Services Inc	101-43121-430-44160	110.14	Public Works Copier Rent 1/1/22-1/31/22
173877	Canon Financial Services Inc	603-49500-000-44160	1.63	Public Works Copier Rent 1/1/22-1/31/22
	Canon Financial Services Inc		853.87	
173878	Cargill Incorporated	101-43125-430-42160	11,856.41	Road Salt
	Cargill Incorporated		11,856.41	
0	CCS Cleaning & Restoration	241-46330-461-44010	443.90	519 Lincoln Polish Floors 3 Bedrooms
	CCS Cleaning & Restoration		443.90	
173879	Cengage Learning Inc	101-45500-450-42190	38.50	Books
	Cengage Learning Inc		38.50	
173847	CenturyLink	602-49450-000-43210	50.14	507-334-2308 Lift Station
173847	CenturyLink	602-49450-000-43210	64.96	507-334-0586 787
173847	CenturyLink	601-49430-000-43210	64.96	507-334-0557 655
173847	CenturyLink	602-49480-000-43210	173.88	507-334-8696 581
173847	CenturyLink	601-49430-000-43210	82.18	507-332-9045 313Sensus Back-up Dialer
173847	CenturyLink	101-41940-410-43210	285.38	507-332-2400 019
173847	CenturyLink	902-00000-000-23935	838.39	Monthly Service 01/13/22-02/12/22
173847	CenturyLink	902-00000-000-23935	-838.39	Monthly Service 01/13/22-02/12/22
173847	CenturyLink	602-49450-000-43210	53.50	507-334-0412 356 Matteson St Lift Station
173847	CenturyLink	225-49810-430-43210	64.96	507-334-2850 219
173847	CenturyLink	101-45500-450-43210	48.57	507 334-0138 069 Elevator Phone

Check Numb	Last Name	Acct 1	Amount	Description
	CenturyLink		888.53	
0	Cintas Corporation	602-49480-000-44060	23.28	Lab Towels/Floor Mats
0	Cintas Corporation	601-49430-000-44060	23.39	Uniform Cleaning Water
0	Cintas Corporation	101-43126-430-44060	3.50	Laundry Shop Towels
0	Cintas Corporation	101-43126-430-44060	12.71	Uniform Cleaning Mechanics
0	Cintas Corporation	603-49500-000-44060	6.40	Uniform Cleaning Stormwater
0	Cintas Corporation	101-43121-430-44060	26.70	Uniform Cleaning Streets
0	Cintas Corporation	602-49480-000-44060	33.20	Uniform Laundry
0	Cintas Corporation	602-49450-000-44060	15.57	Uniform Cleaning Sewer
0	Cintas Corporation	101-45200-450-44060	30.95	Laundry
0	Cintas Corporation	898-46310-000-42110	2.00	1324 Prairie Ave Hand Sanitizer
0	Cintas Corporation	898-46310-000-44010	24.00	1324 Prairie Ave Sanitizer Service
0	Cintas Corporation	898-46310-000-44060	46.04	1324 Prairie Ave Mats
0	Cintas Corporation	101-45122-450-44060	14.40	Laundry Services - Mops
0	Cintas Corporation	101-43126-430-44060	3.50	Shop Towels
0	Cintas Corporation	101-43126-430-44060	12.71	Uniform Cleaning Mechanics
0	Cintas Corporation	101-43121-430-44060	26.70	Uniform Cleaning Streets
0	Cintas Corporation	602-49480-000-44060	10.96	Lab Towels/Floor Mats
0	Cintas Corporation	602-49480-000-44060	30.45	Uniform Laundry
0	Cintas Corporation	101-45200-450-44060	30.95	Laundry
	Cintas Corporation		377.41	
173880	City of Faribault	241-46330-461-44375	187.00	February Utility Reimbursement 910 SW 1st Street Water Acct 022
173880	City of Faribault	241-46330-461-44375	242.00	February Utility Reimbursement 830 SW 9th Ave Acct 020404-000
173880	City of Faribault	241-46330-461-43820	7.95	519 Lincoln Ave Vacant Thru 12/31/2021 Water
173880	City of Faribault	241-46330-461-43860	3.86	519 Lincoln Ave Vacant Storm Water Thru 12/31/21
173880	City of Faribault	241-46330-461-43850	6.13	519 Lincoln Ave Vacant Sewer Thru 12/31/21 Sewer
	City of Faribault		446.94	
173881	Community Co-op Oil Assn	101-43121-430-42110	19.76	Gas For Saws
173881	Community Co-op Oil Assn	101-41940-410-42120	7.40	Gas - Snow Blower
173881	Community Co-op Oil Assn	101-43121-430-44040	28.70	Tire Repair / Street #306
173881	Community Co-op Oil Assn	101-43121-430-44040	54.95	Tire Repair / Street #212
173881	Community Co-op Oil Assn	101-45122-450-42120	32.02	Gas - Snow Blower
	Community Co-op Oil Assn		142.83	
0	Considine William	101-42123-420-43310	75.00	Per Diem / Basic FTO

Check Numb	Last Name	Acct 1	Amount	Description
	Considine William		75.00	
173882	Consolidated Communications	601-49430-000-43250	71.45	Water Plant DSL w/ Static IP
173882	Consolidated Communications	101-42110-420-43210	540.25	Police Phone Services and Long Distance Fees
173882	Consolidated Communications	902-00000-000-23935	-844.82	Consolidated Communications Monthly Bill
173882	Consolidated Communications	902-00000-000-23935	844.82	Consolidated Communications Monthly Bill
173882	Consolidated Communications	101-41940-410-43250	219.92	City Hall Metro Line
173882	Consolidated Communications	101-41110-410-43250	13.20	Council Chambers TV Services
	Consolidated Communications		844.82	
173883	Core & Main LP	601-49430-000-42110	3,414.64	Iperl Water Meters
	Core & Main LP		3,414.64	
173884	CRDVOTF	101-42121-420-43130	4,500.00	Annual Membership Dues
	CRDVOTF		4,500.00	
173885	Creative Co-Op	101-45122-450-42110	198.00	Garbage Bags
	Creative Co-Op		198.00	
173886	Culligan	101-45500-450-44160	38.20	Drinking Water Equipment Rental
173886	Culligan	101-42110-420-42230	164.85	Water
173886	Culligan	898-46310-000-42110	40.50	50 LB Solar Salt & Inspection
173886	Culligan	101-45122-450-42110	220.50	Softener Salt & Rust Remover Salt
173886	Culligan	101-45122-450-44160	37.10	Water Equipment Rental
173886	Culligan	101-41940-410-44160	92.30	Water Equipment Rental
173886	Culligan	101-45200-450-42110	113.95	Softener Salt & Rust Remover Salt
	Culligan		707.40	
173887	Curt's Truck & Diesel Service Inc	101-43126-430-42110	643.72	Cutting Edge #307
	Curt's Truck & Diesel Service Inc		643.72	
173888	Dahle Gretchen	601-00000-000-20200	46.01	Refund Check 020340-000, 1607 Brentwood Ln
	Dahle Gretchen		46.01	
173848	Daikin Applied Americas Inc	101-00000-000-22110	56,561.93	County Tax Abatement

Check Numb	Last Name	Acct 1	Amount	Description
	Daikin Applied Americas Inc		56,561.93	
173889	Dakota Supply Group	601-49430-000-42110	234.23	Watermain Repair Clamp
173889	Dakota Supply Group	601-49430-000-42110	759.89	Repair Clamps For Watermain Breaks
	Dakota Supply Group		994.12	
173890	Davenport Group Inc	101-41110-410-42420	931.00	OptiPlex 3090 SFF BTX Computer
	Davenport Group Inc		931.00	
173891	Deputy Registrar	225-49810-430-44390	14.25	Airport Courtesy Vehicle #2752 Registration
173893	Deputy Registrar	101-42110-420-44390	14.25	2008 Ford VIN#1595 - Plate GCS067
173891	Deputy Registrar	101-43121-430-44390	19.25	2018 Freightliner Patch Truck VIN#1280 - Plate 961692
173891	Deputy Registrar	101-43121-430-44390	19.25	2010 International Truck VIN#9317 - Plate 932585
173891	Deputy Registrar	101-45110-450-44390	19.25	2007 Chev Impala VIN#1623 - Plate 941942
173891	Deputy Registrar	601-49430-000-44390	19.25	2020 Ram 350 VIN#5091 - Plate 966921
173891	Deputy Registrar	602-49450-000-44390	19.25	2010 Ford Srw VIN#1178 - Plate 934120
173891	Deputy Registrar	101-43190-430-44390	19.25	2007 Ford Pickup VIN#5218 - Plate 924793
173891	Deputy Registrar	101-45200-450-44390	19.25	2019 Chev Silverado 2500 VIN#8206 - Plate 966907
173891	Deputy Registrar	101-43121-430-44390	19.25	2001 Sterling Truck VIN#3495 - Plate 907632
173891	Deputy Registrar	602-49450-000-44390	19.25	2012 Ford Pickup VIN#5521 - Plate 966912
173891	Deputy Registrar	601-49430-000-44390	19.25	2014 Dodge Ram VIN#5181 - Plate 940483
173891	Deputy Registrar	602-49480-000-44390	19.25	1988 International VIN#5003 - Plate 134039
173891	Deputy Registrar	101-43121-430-44390	19.25	2008 Ford Pickup VIN#7942 - Plate 927904
173891	Deputy Registrar	603-49500-000-44390	19.25	2011 Ford Pickup VIN#6594 - Plate 934137
173891	Deputy Registrar	101-45200-450-44390	19.25	2012 Ford Pickup VIN#8964 - Plate 940807
173891	Deputy Registrar	101-43121-430-44390	19.25	2017 Tymco International VIN#6685 - Plate 955173
173891	Deputy Registrar	101-45200-450-44390	19.25	2012 Ford F550 Dump Truck VIN#8966 - Plate 941603
173891	Deputy Registrar	101-41910-410-44390	19.25	2007 Chev Malibu VIN#0276 - Plate 920943
173891	Deputy Registrar	101-45110-450-44390	19.25	2008 Dodge Durango VIN#6825 - Plate 957445
173891	Deputy Registrar	101-45200-450-44390	19.25	2008 Ford Pickup VIN#4199 - Plate 924794
173891	Deputy Registrar	602-49450-000-44390	19.25	2016 Ford Pickup VIN#7626 - Plate 948253
173891	Deputy Registrar	101-45200-450-44390	19.25	2014 Ford Pickup VIN#2580 - Plate 945018
173891	Deputy Registrar	101-43121-430-44390	19.25	2017 Dodge Ram VIN#5391 - Plate 957446
173891	Deputy Registrar	101-42400-420-44390	19.25	2017 Dodge Ram VIN#1972 - Plate 957444
173891	Deputy Registrar	240-46210-460-44390	19.25	2019 Niss LEF VIN#2236 - Plate 968209
173891	Deputy Registrar	101-43121-430-44390	19.25	2020 Frht 114SD VIN#6617 - Plate 966918
173891	Deputy Registrar	101-45110-450-44390	19.25	2011 Dodge Ram 1500 VIN#9470 - Plate 972185
173891	Deputy Registrar	101-45200-450-44390	19.25	2012 Ford Bucket Truck VIN#4894 - Plate 936793
173891	Deputy Registrar	101-43121-430-44390	19.25	2019 Freightliner Plow Truck VIN#5116 - Plate 966898
173891	Deputy Registrar	101-43121-430-44390	19.25	1995 Chevrolet Pickup VIN#8189 - Plate 135466

Check Numb	Last Name	Acct 1	Amount	Description
173891	Deputy Registrar	101-43121-430-44390	19.25	2005 Sterling Flusher Truck VIN#7319 - Plate 918146
173891	Deputy Registrar	602-49450-000-44390	19.25	2019 Freightliner Vactor VIN#9611 - Plate 966897
173891	Deputy Registrar	101-43190-430-44390	19.25	2012 Ford Econoline Van VIN#8476 - Plate 940800
173891	Deputy Registrar	101-45200-450-44390	19.25	2011 Ford Dump Truck VIN#7856 - Plate 934131
173891	Deputy Registrar	101-43121-430-44390	19.25	2005 Towmaster VIN#1238 - Plate 185103
173891	Deputy Registrar	101-45110-450-44390	19.25	2018 Dodge Car VIN#2021 - Plate 961951
173891	Deputy Registrar	101-43121-430-44390	19.25	2008 Ford F550 VIN#1296 - Plate 927900
173891	Deputy Registrar	602-49480-000-44390	19.25	2021 Chev Silverado VIN#0727 - Plate 972184
173891	Deputy Registrar	101-43121-430-44390	19.25	2015 Towmaster Trailer VIN#0997 - Plate 188070
173891	Deputy Registrar	101-45200-450-44390	19.25	2012 Ford Pickup VIN#8965 - Plate 940806
173891	Deputy Registrar	601-49430-000-44390	19.25	2022 Ford F250 VIN#7952 - Plate 969379
173891	Deputy Registrar	101-45200-450-44390	19.25	2008 Ford Pickup VIN#4326 - Plate 927913
173891	Deputy Registrar	101-43190-430-44390	19.25	2014 Ford F150 VIN#3816 - Plate 941944
173891	Deputy Registrar	101-43121-430-44390	19.25	2013 Ford Explorer VIN#8953 - Plate 948252
173891	Deputy Registrar	225-49810-430-44390	19.25	1997 Ford VIN#6614 - Plate 173267
173891	Deputy Registrar	602-49450-000-44390	19.25	2007 Quip Trailer VIN#2333 - Plate 186647
173891	Deputy Registrar	101-45200-450-44390	19.25	2004 Ford Pickup VIN#9940 - Plate 918144
173891	Deputy Registrar	101-45200-450-44390	19.25	1999 GMC VIN#0016 - Plate 091828
173891	Deputy Registrar	902-00000-000-23935	1,347.50	License Tab Renewals 02/28/2022-02/28/2024
173891	Deputy Registrar	240-46210-460-44390	19.25	2004 Ford Cargo Van VIN#5797 - Plate 912996
173891	Deputy Registrar	101-43121-430-44390	19.25	2013 International Truck VIN#4305 - Plate 941605
173891	Deputy Registrar	101-43121-430-44390	19.25	2007 Sterling Truck VIN#5849 - Plate 924790
173891	Deputy Registrar	602-49480-000-44390	19.25	2012 Ford Pickup VIN#5522 - Plate 940802
173891	Deputy Registrar	101-43121-430-44390	19.25	2006 Ford F550 VIN#1177 - Plate 920932
173891	Deputy Registrar	601-49430-000-44390	19.25	2013 Ford Pickup VIN#9272 - Plate 941606
173891	Deputy Registrar	602-49450-000-44390	19.25	2003 Towm VIN#1888 - Plate 186648
173891	Deputy Registrar	101-43121-430-44390	19.25	2018 Chev Silverado VIN#9026 - Plate 961695
173891	Deputy Registrar	101-43121-430-44390	19.25	2013 International Truck VIN#6961 - Plate 941604
173891	Deputy Registrar	101-45200-450-44390	19.25	2008 Quip Trailer VIN#2968 - Plate 186649
173891	Deputy Registrar	603-49500-000-44390	19.25	2005 Ford Pickup VIN#8327 - Plate 920926
173891	Deputy Registrar	101-45200-450-44390	19.25	2019 Ford F250 VIN#2608 - Plate 966899
173891	Deputy Registrar	902-00000-000-23935	-1,347.50	License Tab Renewals 02/28/2022-02/29/2024
173891	Deputy Registrar	602-49450-000-44390	19.25	2018 Dodge Ram 350 VIN#7262 - Plate 966634
173891	Deputy Registrar	603-49500-000-44390	19.25	2020 Ram 450 VIN#1895 - Plate 970909
173891	Deputy Registrar	101-43121-430-44390	19.25	2011 Ford Explorer VIN#4070 - Plate 972190
173891	Deputy Registrar	602-49450-000-44390	19.25	2020 Ram 550 VIN#1474 - Plate 970910
173891	Deputy Registrar	240-46210-460-44390	19.25	2019 Mits OUT VIN#4956 - Plate 960423
173891	Deputy Registrar	101-43121-430-44390	19.25	2007 Sterling L7500 VIN#6710 - Plate 927901
173891	Deputy Registrar	101-43121-430-44390	19.25	2014 International Truck VIN#3545 - Plate 941609
173891	Deputy Registrar	101-45200-450-44390	19.25	2012 Chev Pickup VIN#1918 - Plate 938349
173891	Deputy Registrar	101-45110-450-44390	19.25	2008 Dodge R15 VIN#8810 - Plate 966641
173891	Deputy Registrar	101-43121-430-44390	19.25	1988 Pari Trailer VIN#4088 - Plate 195087
173891	Deputy Registrar	101-43121-430-44390	19.25	2019 Ford F250 VIN#4886 - Plate 966910

Check Numb	Last Name	Acct 1	Amount	Description
173892	Deputy Registrar	101-42110-420-44390	19.25	Tabs / Cargo Trailer VIN#2454
	Deputy Registrar		1,395.25	
173894	Dufours Cleaners	101-42110-420-43090	15.99	Cleaning of Tablecloth
	Dufours Cleaners		15.99	
173895	E O Johnson Company Inc-Dallas	101-45500-450-44160	305.49	Copier Lanier C2500 Copier
173895	E O Johnson Company Inc-Dallas	101-45110-450-44160	258.18	Copier Lease Payment
	E O Johnson Company Inc-Dallas		563.67	
173896	Ehlers & Associates Inc	290-46500-462-43090	390.00	General TIF Consulting Through 12/31/2021
	Ehlers & Associates Inc		390.00	
0	Entenmann-Rovin Co	101-42110-420-42180	262.00	Badge Refinishing
	Entenmann-Rovin Co		262.00	
173897	Environmental Equipment & Service	101-43121-430-42210	400.00	Curtain Set / Street #317
173897	Environmental Equipment & Service	101-43121-430-42210	1,093.00	Repair Parts #317
	Environmental Equipment & Service		1,493.00	
173898	Environmental Toxicity Control Inc	602-49480-000-43090	1,400.00	Effluent Toxicity Testing
	Environmental Toxicity Control Inc		1,400.00	
173899	Fareway Stores Inc #126	101-41940-410-42115	25.47	Coffee
	Fareway Stores Inc #126		25.47	
173900	Faribault Ace Hardware	601-49430-000-42110	13.01	Limeaway/Distilled Water
173900	Faribault Ace Hardware	601-49430-000-42110	47.29	Waterplant Plumbing Supplies
173900	Faribault Ace Hardware	601-49430-000-42110	33.81	Cleaning Supplies-Rust Remover/Etc.
173900	Faribault Ace Hardware	601-49430-000-42110	8.09	Muriatic Acid
173900	Faribault Ace Hardware	240-46210-460-42110	4.31	Thermometer Fridge/Freezer
173900	Faribault Ace Hardware	602-49480-000-42110	27.98	Cleaner
173900	Faribault Ace Hardware	602-49480-000-42110	87.24	Trashbags & Cleaning Supplies
173900	Faribault Ace Hardware	101-45122-450-42110	20.97	Ziploc Bags
173900	Faribault Ace Hardware	101-45200-450-42110	3.40	Hardware-Fasteners

Check Numb	Last Name	Acct 1	Amount	Description
173900	Faribault Ace Hardware	101-45200-450-42110	119.98	Flower Basket Chain/Hardware
173900	Faribault Ace Hardware	101-43170-430-42110	8.62	Utility Knife
173900	Faribault Ace Hardware	101-41940-410-42110	61.30	Mops/Garbage Bags/Cleaners
173900	Faribault Ace Hardware	101-42210-420-42110	19.58	Bleach / Garbage Bags
173900	Faribault Ace Hardware	101-45200-450-42110	53.33	Wooden Dowel/Stainless Bolts
173900	Faribault Ace Hardware	602-49480-000-42110	108.15	Cleaning Supplies/Shelving
173900	Faribault Ace Hardware	101-41940-410-42230	6.29	Hinges
173900	Faribault Ace Hardware	101-45200-450-42110	12.58	Zip Ties
	Faribault Ace Hardware		635.93	
173901	Faribault Area Chamber of Commerce	101-41110-410-44384	8,798.83	Lodging Taxes - December
	Faribault Area Chamber of Commerce		8,798.83	
0	Faribault Fleet Supply Inc	601-49430-000-42110	7.49	1" PVC Weld Slip
0	Faribault Fleet Supply Inc	101-45200-450-42110	27.47	Drill Bits/Socket Adapters
0	Faribault Fleet Supply Inc	101-45200-450-42110	10.99	Drill Bit
0	Faribault Fleet Supply Inc	101-45200-450-42110	21.98	Sander Belts
0	Faribault Fleet Supply Inc	601-49430-000-42110	132.15	Hose Hangar/Vise/Plier/Clothes Hook Etc
0	Faribault Fleet Supply Inc	603-49500-000-42110	81.46	High Heat Torch Kit/Latch Hook/Sealant
0	Faribault Fleet Supply Inc	603-49500-000-42110	17.01	Latch Hook/Spray Gun
0	Faribault Fleet Supply Inc	101-45200-450-42110	14.32	Fiber Lock Nuts
0	Faribault Fleet Supply Inc	101-45200-450-42110	36.58	Pulley
	Faribault Fleet Supply Inc		349.45	
173902	Faribault Ice Arena Association	101-45130-450-43090	7,140.00	Ice Arena Hours - December 2021
	Faribault Ice Arena Association		7,140.00	
173903	Faribault Interiors	241-46330-461-44010	400.00	912 SW 1st Street Bedroom Floor Tile Repair
	Faribault Interiors		400.00	
0	Faribo Plumbing & Heating Inc	898-46310-000-44010	100.00	#211 Check Heat
0	Faribo Plumbing & Heating Inc	241-46330-461-44010	200.00	902 B Spring Road Water Heater Repair
0	Faribo Plumbing & Heating Inc	241-46330-461-42110	69.50	902 B Spring Road Water Heater Pilot Assembly
	Faribo Plumbing & Heating Inc		369.50	
0	Fastenal Company	101-43126-430-42110	41.55	Misc. Nuts & Bolts For Stock
0	Fastenal Company	101-43126-430-42110	125.45	Fasteners

Check Numb	Last Name	Acct 1	Amount	Description
0	Fastenal Company	101-43126-430-42110	229.85	Batteries
0	Fastenal Company	601-49430-000-42110	59.69	Staples For Water Meter Radio Wiring
	Fastenal Company		456.54	
0	Fette Electronics Inc	101-45130-450-42110	274.98	Group Exercise CD Player & Install
0	Fette Electronics Inc	601-49430-000-44010	384.00	Fire and Sprinkler System Monitoring
0	Fette Electronics Inc	898-46310-000-44010	285.00	Replacement Camera
0	Fette Electronics Inc	898-46310-000-42110	331.79	Replacement Camera E93
	Fette Electronics Inc		1,275.77	
0	Flom Disposal	241-46330-461-43840	21.00	1518 Western Ave Trash Removal Thru 1/31/22
0	Flom Disposal	241-46330-461-43840	265.21	910 SW 1st Street Trash Removal Thru 1/31/2022
0	Flom Disposal	898-46310-000-43840	235.50	1324 Prairie Ave Trash Removal Thru 1/31/2022
0	Flom Disposal	898-46310-000-43840	239.74	1324 Prairie Ave Trash Removal Thru 2/28/2022
0	Flom Disposal	241-46330-461-43840	21.38	1518 Western Ave Trash Removal Thru 2/28/2022
0	Flom Disposal	241-46330-461-43840	204.13	910 SW 1st Street Trash Removal Thru 2/28/22
	Flom Disposal		986.96	
173904	Foremost Promotions	101-42110-420-42110	905.91	Anniversary Mugs
	Foremost Promotions		905.91	
173905	Fremarek, Inc.	101-45200-450-42160	602.80	Weed Killer
	Fremarek, Inc.		602.80	
173906	Galls An Aramark Company	101-00000-000-10108	-850.60	Dress Uniforms (Qty. 4) - Sandra Thomas Donation
173906	Galls An Aramark Company	101-00000-000-10100	850.60	Dress Uniforms (Qty. 4) - Sandra Thomas Donation
173906	Galls An Aramark Company	101-42220-420-42180	850.60	Dress Uniforms (Qty. 4) - Sandra Thomas Donation
173906	Galls An Aramark Company	101-42121-420-42180	69.79	Clip on Badge Holder
173906	Galls An Aramark Company	101-42110-420-42180	40.00	Clip on Badge Holder
	Galls An Aramark Company		960.39	
173907	Geiger	101-45110-450-42180	62.23	Sweatshirts - Mona G.
	Geiger		62.23	
173855	GIS Benefits	101-00000-000-21716	1,064.65	Accident/Critical Illness - February
173855	GIS Benefits	101-00000-000-21715	4,294.13	Dental Insurance Prepaid - February

Check Numb	Last Name	Acct 1	Amount	Description
173855	GIS Benefits	101-00000-000-21711	463.25	Voluntary Short Term Disability - February
173855	GIS Benefits	101-00000-000-21710	1,802.73	Voluntary Short Term Disability - February
173855	GIS Benefits	101-00000-000-21717	443.11	Vision Insurance Prepaid - February
	GIS Benefits		8,067.87	
173908	Glenn's Service LLC	101-42123-420-44040	96.00	Mount and Balance Tires / #4
173908	Glenn's Service LLC	101-42123-420-44040	96.00	Mount and Balance Tires / #17
173908	Glenn's Service LLC	101-42121-420-43090	61.80	Tow Jeep 3rd St NW to PD Evidence Garage
	Glenn's Service LLC		253.80	
0	Godfather's Pizza	101-45140-450-42110	55.00	Frostival Pizza
0	Godfather's Pizza	101-45500-450-43130	39.17	Pizza For Book Club
	Godfather's Pizza		94.17	
173909	Gopher Sport	101-45140-450-42110	1,244.10	FPR Playdate Equipment
	Gopher Sport		1,244.10	
173910	Grainger Inc	101-45200-450-42410	449.62	10" Skill Saw
173910	Grainger Inc	101-45122-450-42160	36.35	Pool Chemical Supplies
	Grainger Inc		485.97	
173911	Hacker Benjamin & Susan	601-00000-000-20200	45.51	Refund Check 019137-001, 2417 14 St NE
	Hacker Benjamin & Susan		45.51	
173912	Hanson Randy	601-00000-000-20200	0.81	Refund Check 012608-000, 321 5 St NW
	Hanson Randy		0.81	
173913	Harlequin Sales Corp/Reader Service	101-45500-450-42190	21.96	Books
173913	Harlequin Sales Corp/Reader Service	101-45500-450-42190	30.30	Books
	Harlequin Sales Corp/Reader Service		52.26	
173914	Harry Brown's LLC	101-42123-420-44040	186.20	Car Washes 11/24/21 - 12/26/21
173914	Harry Brown's LLC	101-42123-420-44040	134.10	Car Washes

Check Numb	Last Name	Acct 1	Amount	Description
	Harry Brown's LLC		320.30	
173915	Hawkins Inc	601-49430-000-42160	-0.01	Chlorine Cylinder Return
173915	Hawkins Inc	601-49430-000-42160	0.01	Chlorine Cylinder Return
173915	Hawkins Inc	601-49430-000-42160	0.01	Chlorine Cylinder Return
173915	Hawkins Inc	601-49430-000-42160	-0.01	Chlorine Cylinder Return
173915	Hawkins Inc	601-49430-000-42160	2,432.10	Fluoride & Sodium Permanganate For Water Treatment
173915	Hawkins Inc	601-49430-000-42160	3,003.80	Sodium Silicate For Water Treatment
173915	Hawkins Inc	602-49480-000-42160	7,494.57	Ferric Phos Control
173915	Hawkins Inc	601-49430-000-42160	1,280.00	Chlorine For Water Treatment
173915	Hawkins Inc	601-49430-000-42160	4,309.80	Sodium Silicate For Water Treatment
173915	Hawkins Inc	602-49480-000-42160	759.71	Bleach Filament Control
	Hawkins Inc		19,279.98	
173916	HD Supply Facilities Maintenance	898-46310-000-42110	117.65	Paper Towels Multi Fold/Zep Floor Cleaner
173916	HD Supply Facilities Maintenance	898-46310-000-42110	167.04	Sink Baskets/Kitchen Sink Strainer/Stove Drip Pans
173916	HD Supply Facilities Maintenance	898-46310-000-42110	560.00	Faucets & Kitchen/Bathroom Disinfectant Wipes
173916	HD Supply Facilities Maintenance	241-46330-461-42110	801.69	2 Delta Faucets/12 Passage Knobs/3 Grab Bars/20 Hinge Dowels/18
173916	HD Supply Facilities Maintenance	241-46330-461-42110	12.68	24 Screen Clips
173916	HD Supply Facilities Maintenance	241-46330-461-42110	188.10	Brass Force and Suction Pump
173916	HD Supply Facilities Maintenance	240-46210-460-42110	54.18	Coffee Maker & Filters
173916	HD Supply Facilities Maintenance	241-46330-461-42110	48.83	Toilet Tank Lid/Fittings/Icemaker Install Kit
	HD Supply Facilities Maintenance		1,950.17	
173917	HDS LLC	240-46210-460-43090	120.00	MTCS Transmittal Thru 3/31/2022 Public Housing
	HDS LLC		120.00	
173856	Healthiest You c/o Teledoc Inc	101-00000-000-21707	1,070.00	Healthiest You - January
173856	Healthiest You c/o Teledoc Inc	101-00000-000-21707	1,050.00	Healthiest You - February
	Healthiest You c/o Teledoc Inc		2,120.00	
173918	Hennemann Sharon	601-00000-000-20200	31.90	Refund Check 012849-000, 622 Central Ave
	Hennemann Sharon		31.90	
173919	Hiawathaland Transit/Three Rivers Community Action	101-00000-000-20400	143.00	Bus Token Sales - January

Check Numb	Last Name	Acct 1	Amount	Description
	Hiawathaland Transit/Three Rivers Community Action		143.00	
173920	Hillyard Hutchinson	101-43121-430-42230	78.03	Urinal Screens/Soap/Wipes
173920	Hillyard Hutchinson	602-49450-000-42230	8.12	Urinal Screens/Soap/Wipes
173920	Hillyard Hutchinson	603-49500-000-42230	1.16	Urinal Screens/Soap/Wipes
173920	Hillyard Hutchinson	101-42110-420-42230	139.66	Urinal Screen - Defoamer - Peroxide Wipes
173920	Hillyard Hutchinson	601-49430-000-42230	8.12	Urinal Screens/Soap/Wipes
	Hillyard Hutchinson		235.09	
173921	Horton Michael	601-00000-000-20200	5.68	Refund Check 023373-000, 826 1 St SW
	Horton Michael		5.68	
173922	Houston Engineering Inc	603-49500-000-43095	1,500.00	MS4 Software Subscription 2022
	Houston Engineering Inc		1,500.00	
173923	[redacted]	241-46330-461-44375	206.00	February Utility Reimbursement 523 Lincoln Ave
	[redacted]		206.00	
173924	Hy-Vee - Accounts Receivable	101-45140-450-42110	17.98	FPR Playdate Food
173924	Hy-Vee - Accounts Receivable	101-45140-450-42110	11.98	FPR Playdate Food
	Hy-Vee - Accounts Receivable		29.96	
173857	ICMA Retirement Trust 457	101-00000-000-21706	335.00	PR Batch 00502.01.2022 ICMA Deferred Comp
	ICMA Retirement Trust 457		335.00	
173925	IFACS	101-45200-450-42110	87.74	Stainless Steel Nuts and Bolts
173925	IFACS	101-45200-450-42110	179.81	Stainless Steel Bolts
	IFACS		267.55	
0	Innovative Office Solutions LLC	101-42123-420-42010	16.20	Small Memo Books
0	Innovative Office Solutions LLC	240-46210-460-42010	65.15	Batteries/Mouse/Notes Dispenser/Folders
0	Innovative Office Solutions LLC	101-45110-450-42010	25.99	Pens/Binder Clips/Writing Pad/Folders & Calendar
0	Innovative Office Solutions LLC	240-46210-460-42010	3.17	Post It Notes

Check Numb	Last Name	Acct 1	Amount	Description
	Innovative Office Solutions LLC		110.51	
0	Internal Revenue Service	101-00000-000-21701	41,570.73	PR Batch 00502.01.2022 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21704	6,155.95	PR Batch 00502.01.2022 Medicare Employer
0	Internal Revenue Service	101-00000-000-21704	6,155.95	PR Batch 00502.01.2022 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	17,550.65	PR Batch 00502.01.2022 FICA Employer
0	Internal Revenue Service	101-00000-000-21703	17,550.65	PR Batch 00502.01.2022 FICA Employee
	Internal Revenue Service		88,983.93	
0	Kennedy & Graven, Chartered	241-46330-461-43040	139.80	Public Housing Declaration of Trust
0	Kennedy & Graven, Chartered	280-46310-461-43040	497.50	1116 2nd Street NW Legal Fees
0	Kennedy & Graven, Chartered	101-41610-410-43040	495.00	FA105-00417 2021 City Council Meeting
0	Kennedy & Graven, Chartered	101-00000-000-22000	2,001.00	FA105-00433 MET CON Business Park Fourth Addition
0	Kennedy & Graven, Chartered	101-41610-410-43040	451.00	FA105-00356 Notice of Legal Claim: ACLU V CoF
0	Kennedy & Graven, Chartered	101-41610-410-43040	120.50	FA105-00449 Northgate Business Park
0	Kennedy & Graven, Chartered	101-41610-410-43040	82.00	FA105-00444 National Opioid Settlement
0	Kennedy & Graven, Chartered	101-00000-000-22000	96.40	FA105-00395 Daikin 24th Street Matter
0	Kennedy & Graven, Chartered	601-49430-000-43040	184.50	FA105-00430 Well House #5 Claim
0	Kennedy & Graven, Chartered	101-41610-410-43040	487.20	FA105-00005 General Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	399.75	FA105-00010 General Employment Matters
0	Kennedy & Graven, Chartered	101-42400-420-43130	2,009.00	FA105-00448 1811 7th Street NW - Hazardous Buildings
0	Kennedy & Graven, Chartered	266-46500-462-43070	313.30	FA105-00044 TIF Matters - No.8
0	Kennedy & Graven, Chartered	101-41610-410-43040	678.60	FA105-00012 General Licensing Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	852.20	FA105-00260 Senior Center
0	Kennedy & Graven, Chartered	101-41610-410-43040	72.30	FA105-00450 County Public Safety Center
0	Kennedy & Graven, Chartered	101-41610-410-43040	156.60	FA105-00028 General Planning Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	34.80	FA105-00011 Public Works Department
0	Kennedy & Graven, Chartered	101-00000-000-11540	530.20	FA105-00100 TIF District K-Mart Site
0	Kennedy & Graven, Chartered	101-41610-410-43040	417.23	FA105-00445 Farmer Seed & Nursery Redevelopment Project
0	Kennedy & Graven, Chartered	101-41610-410-43040	34.80	FA105-00418 2021 Planning Commission Meetings
0	Kennedy & Graven, Chartered	101-41610-410-43040	67.20	FA105-00197 Charter Commission
0	Kennedy & Graven, Chartered	101-41610-410-43040	191.40	FA105-00063 Police Department Matters
	Kennedy & Graven, Chartered		10,312.28	
173926	Kersten Kent	101-00000-420-32220	40.00	Permit Refund
173926	Kersten Kent	101-00000-000-20820	0.06	Permit Refund
	Kersten Kent		40.06	
173927	KLJ Solutions Holding Co.	472-43121-430-45300	5,825.00	(2023-04) TH3 / 30th St NW Roundabout - Noise Analysis

Check Numb	Last Name	Acct 1	Amount	Description
	KLJ Solutions Holding Co.		5,825.00	
173928	Lamperts	241-46330-461-42110	1,050.00	Garage Door T Handles
173928	Lamperts	241-46330-461-42110	37.39	Fasteners Exterior Wood Screw 5 lb
173928	Lamperts	241-46330-461-42110	75.00	Heavy Duty Adjustable Zinc Plate
	Lamperts		1,162.39	
173929	Larkin Jimmie	898-46310-000-44010	70.54	Fire Alarm System Monthly Security
	Larkin Jimmie		70.54	
0	Larson Anthony	101-42123-420-43310	30.00	Lunch Per Diem / MSCIC Conf
	Larson Anthony		30.00	
173930	League of Minnesota Cities Ins Trust	101-42123-420-44450	125.36	Work Comp Deductible Claim #00450662 LP
	League of Minnesota Cities Ins Trust		125.36	
173931	Little Falls Machine Inc	101-43121-430-42210	681.82	Sander Spinners/Hubs / Stock & Street #306
173931	Little Falls Machine Inc	101-43121-430-42210	2,278.75	Hydraulic Couplers For #111
	Little Falls Machine Inc		2,960.57	
173932	Loffler Companies Inc	101-42124-420-44160	69.49	B/W and Color Copies
	Loffler Companies Inc		69.49	
173933	Lube-Tech ESI	101-42123-420-42130	185.81	Heavy Equip. Oil/Fluids
173933	Lube-Tech ESI	101-45200-450-42130	371.62	Heavy Equip. Oil/Fluids
173933	Lube-Tech ESI	602-49450-000-42130	278.71	Heavy Equip. Oil/Fluids
173933	Lube-Tech ESI	601-49430-000-42130	278.71	Heavy Equip. Oil/Fluids
173933	Lube-Tech ESI	101-43121-430-42130	743.23	Heavy Equip. Oil/Fluids
	Lube-Tech ESI		1,858.08	
0	MacQueen Equipment LLC	101-43121-430-42210	163.05	Latch For Door #719
0	MacQueen Equipment LLC	101-43121-430-42210	997.89	Cutting Edge For #719
	MacQueen Equipment LLC		1,160.94	

Check Numb	Last Name	Acct 1	Amount	Description
173859	Madison National Life Insurance Co Inc	101-00000-000-21711	1,577.08	PR Batch 00502.01.2022 Long Term Disability
173858	Madison National Life Insurance Co Inc	101-42220-420-41330	62.58	Part-Time Firefighters Life Insurance
173858	Madison National Life Insurance Co Inc	101-00000-000-21710	3,472.74	Life Insurance - February
173859	Madison National Life Insurance Co Inc	101-00000-000-21711	11.20	R Bartsch LTD
173859	Madison National Life Insurance Co Inc	101-00000-000-21711	13.19	M Shuda LTD
173859	Madison National Life Insurance Co Inc	101-00000-000-21711	13.08	T Schwarz LTD
173859	Madison National Life Insurance Co Inc	101-00000-000-21711	9.34	J Remme LTD
173859	Madison National Life Insurance Co Inc	101-00000-000-21711	-13.19	B Cartensen LTD
	Madison National Life Insurance Co Inc		5,146.02	
0	Marco Technologies LLC	101-41510-410-44045	157.80	Monthly Printer Contract CN184829-01
0	Marco Technologies LLC	101-42110-420-44045	12.71	Police Administration Print Fee
0	Marco Technologies LLC	101-41800-410-44045	35.62	HR Print Fee
0	Marco Technologies LLC	101-43126-430-44045	12.71	Public Works Maintenance Shop Print Fee
0	Marco Technologies LLC	101-45126-450-44045	12.71	Washinton Rec Print Fee
0	Marco Technologies LLC	101-41320-410-44045	25.42	Administration Print Fee
0	Marco Technologies LLC	101-45200-450-44045	12.71	Parks Print Fee
0	Marco Technologies LLC	240-46210-460-44045	25.42	Community & Economic Development Print Fee
0	Marco Technologies LLC	101-41510-410-44045	70.22	Finance Print Fee
0	Marco Technologies LLC	101-45110-450-44045	12.71	Community Center Back Desk Print Fee
0	Marco Technologies LLC	101-43110-430-44045	12.71	Public Works Department Print Fee
0	Marco Technologies LLC	101-42124-420-44045	72.53	Police Records and Evd. Print Fee
0	Marco Technologies LLC	101-42123-420-44045	58.01	Police Patrol Print Fee
0	Marco Technologies LLC	101-45500-450-44045	25.82	Library Print Fee
0	Marco Technologies LLC	902-00000-000-23935	389.30	Marco Monthly Subscription
0	Marco Technologies LLC	902-00000-000-23935	-389.30	Marco Monthly Subscription
	Marco Technologies LLC		547.10	
173934	McNeilus Steel Inc	101-45200-450-42110	542.06	Steel
	McNeilus Steel Inc		542.06	
0	Met Con Companies	101-43125-430-43090	2,192.00	Snow Hauling
	Met Con Companies		2,192.00	
173935	Midwest Tape LLC	101-45500-450-42192	22.49	Audio/Visual
173935	Midwest Tape LLC	101-45500-450-42192	22.49	Audio/Visual
173935	Midwest Tape LLC	101-45500-450-42192	71.21	Audio/Visual
173935	Midwest Tape LLC	101-45500-450-42192	22.49	Audio/Visual
173935	Midwest Tape LLC	101-45500-450-42192	128.46	Audio/Visual

Check Numb	Last Name	Acct 1	Amount	Description
	Midwest Tape LLC		267.14	
173849	Mill City Properties LLC	101-00000-000-22110	22,248.88	County Tax Abatement
	Mill City Properties LLC		22,248.88	
0	Minnesota Child Support Payment Center	101-00000-000-21716	426.30	PR Batch 00502.01.2022 Child Support
	Minnesota Child Support Payment Center		426.30	
173936	Minnesota Department of Health	601-49430-000-43140	32.00	Water Supply System Operator Exam Fee-Glende
	Minnesota Department of Health		32.00	
173937	Minnesota Department of Labor & Industry	101-00000-420-36260	-25.00	January 2022 Surcharge Retained
173937	Minnesota Department of Labor & Industry	101-00000-000-20820	743.74	January 2022 Surcharge
	Minnesota Department of Labor & Industry		718.74	
0	Minnesota Department of Revenue	101-00000-000-21702	17,858.66	PR Batch 00502.01.2022 State Income Tax
	Minnesota Department of Revenue		17,858.66	
173850	Minnesota Department of Transportation	225-49810-430-44600	5,125.00	Hangar Loan October 2021
173938	Minnesota Department of Transportation	225-49810-430-44600	5,125.00	Hangar Loan Agreement February 2022
	Minnesota Department of Transportation		10,250.00	
0	Minnesota Elevator Inc	898-46310-000-44010	199.83	February 2022 Monthly Service
0	Minnesota Elevator Inc	101-41940-410-44010	187.88	Elevator Monthly Maintenance - February
	Minnesota Elevator Inc		387.71	
0	Minnesota Public Facilities Authority	602-49480-000-46110	136,578.00	Public Facilities Loan Pmt - WWTP
0	Minnesota Public Facilities Authority	601-49430-000-46110	41,370.77	Public Facilities Loan Pmt - Water Plant
	Minnesota Public Facilities Authority		177,948.77	
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	191.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	191.00	SIU Lab Testing

Check Numb	Last Name	Acct 1	Amount	Description
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	393.80	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		1,776.20	
173939	Mississippi Welders Supply Inc	101-43126-430-42110	96.13	Welding Gas
	Mississippi Welders Supply Inc		96.13	
0	Motor Parts & Equipment Corp	101-43126-430-42110	23.38	Floor Dry For Shop
0	Motor Parts & Equipment Corp	101-42123-420-42110	110.40	De-Icer/Cleaning Wipes
0	Motor Parts & Equipment Corp	101-45200-450-42210	51.74	Light Bulbs
0	Motor Parts & Equipment Corp	601-49430-000-42210	79.99	Tailgate Mat Truck #11
0	Motor Parts & Equipment Corp	101-42700-420-42210	6.99	Light Bulbs / #15
0	Motor Parts & Equipment Corp	101-41940-410-42110	26.53	RTU Belt
0	Motor Parts & Equipment Corp	101-42123-420-42110	18.67	Cleaning Wipes - Wash and Wax Wipes
0	Motor Parts & Equipment Corp	101-43126-430-42110	19.99	Gloves
0	Motor Parts & Equipment Corp	101-42220-420-42210	9.12	Weatherstrip #2116
0	Motor Parts & Equipment Corp	101-42123-420-42210	20.99	Small Charger
0	Motor Parts & Equipment Corp	101-42110-420-42210	120.91	Battery / #20
	Motor Parts & Equipment Corp		488.71	
173940	MSCIC	101-42123-420-43140	175.00	Mn South Central Investigators Conference - T Larson
	MSCIC		175.00	
173941	MWOA	601-49430-000-43140	60.00	SE Section Meeting - M.Glende/Judd/Nagel
173941	MWOA	602-49480-000-43140	120.00	SE Section Meeting - Morgan/McDowellSchroht/T.Glende/Mensing/Pal
	MWOA		180.00	
173942	Nationstar Mortgage LLC dba Champion Mortgage Co	601-00000-000-20200	10.64	Refund Check 024049-000, 2716 Village Dr
	Nationstar Mortgage LLC dba Champion Mortgage Co		10.64	
0	NCL of Wisconsin Inc	602-49480-000-42160	284.11	Lab Chemicals
	NCL of Wisconsin Inc		284.11	
173860	NCPERS Group Life Insur	101-00000-000-21710	192.00	PR Batch 00502.01.2022 PERA Life Insurance

Check Numb	Last Name	Acct 1	Amount	Description
	NCPERS Group Life Insur		192.00	
173943	Northland Securities, Inc	344-47000-470-43090	300.00	Continuing Disclosure Year Ended 12-31-2020
173943	Northland Securities, Inc	345-47000-470-43090	300.00	Continuing Disclosure Year Ended 12-31-2020
173943	Northland Securities, Inc	348-47000-470-43090	300.00	Continuing Disclosure Year Ended 12-31-2020
173943	Northland Securities, Inc	347-47000-470-43090	40.00	County Auditors Certificate Year Ended 12-31-2020
173943	Northland Securities, Inc	345-47000-470-43090	40.00	County Auditors Certificate Year Ended 12-31-2020
173943	Northland Securities, Inc	346-47000-470-43090	40.00	County Auditors Certificate Year Ended 12-31-2020
173943	Northland Securities, Inc	360-47000-470-43090	300.00	Continuing Disclosure Year Ended 12-31-2020
173943	Northland Securities, Inc	360-47000-470-43090	40.00	County Auditors Certificate Year Ended 12-31-2020
173943	Northland Securities, Inc	344-47000-470-43090	40.00	County Auditors Certificate Year Ended 12-31-2020
173943	Northland Securities, Inc	346-47000-470-43090	300.00	Continuing Disclosure Year Ended 12-31-2020
	Northland Securities, Inc		1,700.00	
0	Orchard Trust Company	101-00000-000-21706	9,271.88	PR Batch 00502.01.2022 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21706	1,492.00	PR Batch 00502.01.2022 Roth Deferred Compensation
	Orchard Trust Company		10,763.88	
0	Paape Companies Inc	101-45122-450-44010	239.50	Replace Sensor - Locker Room
0	Paape Companies Inc	101-45122-450-44010	202.00	Programming Changes for RTU - Fitness Room
	Paape Companies Inc		441.50	
173944	PCM3, LLC	101-41800-410-43090	2,129.25	Chief of Police Candidate Background Check
173944	PCM3, LLC	101-41800-410-43090	2,390.04	Chief of Police Candidate Background Check
173944	PCM3, LLC	101-41800-410-43090	2,303.30	Chief of Police Candidate Background Check
	PCM3, LLC		6,822.59	
173945	Peck Joseph	601-00000-000-20200	24.83	Refund Check 016742-000, 416 2 St NW
	Peck Joseph		24.83	
173946	Petty Cash	101-42110-420-43220	4.50	Postage
	Petty Cash		4.50	
173947	Plunkett's Pest Control	101-45126-450-44010	56.16	Pest Control - Washington Rec Center

Check Numb	Last Name	Acct 1	Amount	Description
	Plunkett's Pest Control		56.16	
173948	Powerplan OIB	101-43126-430-44040	539.00	Rebuild Cylinder
173948	Powerplan OIB	101-43121-430-42210	338.47	Hydraulic Oil Line / Street #119
	Powerplan OIB		877.47	
0	Property Pros	241-46330-461-44010	294.00	408 NW 13th Street Water Leaking From Bathtub Faucet Ceiling Rep
0	Property Pros	241-46330-461-44010	42.00	1812 Shumway Remove TV From Wall
0	Property Pros	241-46330-461-42110	44.09	408 NW 13th Street Lamperts Drywall/Tape
0	Property Pros	898-46310-000-44010	42.00	#211 Install Showerhead
0	Property Pros	241-46330-461-44010	42.00	1319 NW 7th Street Unclog Sink
0	Property Pros	241-46330-461-42110	15.02	900 D Spring Road Ace Fluorescent Bulbs
0	Property Pros	241-46330-461-44010	105.00	914 SW 1st Street Replace Sink Faucet
0	Property Pros	241-46330-461-42110	96.63	914 SW 1st Street Ace Hardware Kitchen Faucet
0	Property Pros	241-46330-461-44010	42.00	1323 NW 7th Street Siding Repair
0	Property Pros	241-46330-461-44010	63.00	902 B Spring Road Unplug Toilets
0	Property Pros	241-46330-461-42110	227.55	912 SW 1st Street Sherwin Williams Paint 5 gallons (5)
0	Property Pros	241-46330-461-44010	105.00	404 NW 13th Street Bedroom Window Closure Repair
0	Property Pros	241-46330-461-44010	84.00	725 Willow Entry Closet Door Repair
0	Property Pros	241-46330-461-44010	63.00	900 D Spring Road Repair Light/Repair Window Closure
0	Property Pros	241-46330-461-42110	11.57	918 SW 1st Street Ace Hardware Glue /Drill Bit
0	Property Pros	241-46330-461-44010	42.00	1812 Shumway Kitchen Sink Unclog
0	Property Pros	241-46330-461-44010	126.00	918 SW 1st Street Entry Closet Door Repair/Kitchen Cabinet Repai
0	Property Pros	241-46330-461-44010	1,449.00	912 SW 1st Street Painting Wall Prep
	Property Pros		2,893.86	
0	Public Employees Retirement Association	101-00000-000-21705	220.73	PR Batch 00502.01.2022 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	20,707.87	PR Batch 00502.01.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	26,203.41	PR Batch 00502.01.2022 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	17,468.92	PR Batch 00502.01.2022 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	17,946.73	PR Batch 00502.01.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	220.73	PR Batch 00502.01.2022 PERA Defined
	Public Employees Retirement Association		82,768.39	
0	R C Bliss Inc	101-42123-420-42210	85.36	Spark Plug - Gasket - Boot Ignition / #9
0	R C Bliss Inc	101-42123-420-42210	436.20	Alternator / #18
0	R C Bliss Inc	101-42123-420-42210	-75.00	Alternator Part Returned from Invoice 5026397 / #18
0	R C Bliss Inc	101-42123-420-42210	733.54	Tensioner - Brackets - Bolts - Belt/Chain / #4

Check Numb	Last Name	Acct 1	Amount	Description
	R C Bliss Inc		1,180.10	
173949	R.A.W. Construction LLC	898-46310-000-44010	500.00	1/14/22 Plow/Sand/Shovel
173949	R.A.W. Construction LLC	211-46310-460-44010	30.00	16 SE 1st Street 1/14/22 Plow/Sand
173949	R.A.W. Construction LLC	241-46330-461-44010	965.00	49 Units 1/14/22 Plow/Sand/Shovel
173949	R.A.W. Construction LLC	101-45500-450-44010	30.00	16 SE 1st Street Plow/Sand 1/23/22
173949	R.A.W. Construction LLC	241-46330-461-44010	965.00	49 Units Plow/Shovel/Sand 1/23/22
173949	R.A.W. Construction LLC	898-46310-000-44010	500.00	1324 Prairie Ave Plow/Sand/Shovel 1/23/22
173949	R.A.W. Construction LLC	898-46310-000-44010	500.00	1324 Prairie Ave Plow/Shovel/Sand 1/24/22
173949	R.A.W. Construction LLC	241-46330-461-44010	965.00	49 Units Plow/Shovel/Sand 1/24/22
173949	R.A.W. Construction LLC	211-46310-460-44010	30.00	16 SE 1st Street Plow/Sand 1/24/22
	R.A.W. Construction LLC		4,485.00	
173950	Recreation Supply Company	101-45122-450-42110	409.50	Lane Line Parts
	Recreation Supply Company		409.50	
173951	Rice County Highway Department	475 43121 430 45300	616 88	I 35/CSAH 9 Interchange Analysis 12/20/21
	Rice County Highway Department		616.88	
173952	Rice/Steele 911 Center	101-42123-420-44330	1,800.00	LOGIS / Body Cams
	Rice/Steele 911 Center		1,800.00	
173953	Riverland Community College	101-42220-420-43140	900.00	Fire Instructors
	Riverland Community College		900.00	
173954	Rockmount Research & Alloys Inc	101-43190-430-42110	902.90	Grinding Wheels
	Rockmount Research & Alloys Inc		902.90	
0	Ronco Engineering Sales	101-43126-430-42110	842.58	Hydraulic Hose And Fittings
	Ronco Engineering Sales		842.58	
173955	Rosenau Mark	601-00000-000-20200	12.82	Refund Check 024351-000, 317 Western Ave
	Rosenau Mark		12.82	

KEY: General Fund (101), Airport (225), Public Housing (241), Water (601), Sewer (602), Storm (603), Robinwood (898)

Check Numb	Last Name	Acct 1	Amount	Description
173956	Rosenbauer Minnesota LLC	101-42220-420-42210	199.13	Light Pump Panel Dome LED
	Rosenbauer Minnesota LLC		199.13	
173957	Ruben Matt	101-45200-450-44040	2,740.00	Large Chair Material/Lumber
	Ruben Matt		2,740.00	
173851	Sage Electrochromics Inc	101-00000-000-22110	65,263.85	County Tax Abatement
	Sage Electrochromics Inc		65,263.85	
173958	Sanity Solutions Inc	101-41580-410-43095	309.84	Azure Backup Subscription 9/28/21-10/27/21
	Sanity Solutions Inc		309.84	
173959	Schema Farms Custom Work LLC	101-43125-430-43090	2,070.00	Snow Hauling
173959	Schema Farms Custom Work LLC	101-43125-430-43090	2,242.50	Snow Hauling
	Schema Farms Custom Work LLC		4,312.50	
0	Schirmer Karl D	101-45500-450-44010	395.00	Carpet Maintenance
	Schirmer Karl D		395.00	
173960	Schmitz Paul	601-00000-000-20200	28.00	Refund Check 007115-005, 26 2 St SE
	Schmitz Paul		28.00	
173961	Sherman Cindy	601-00000-000-20200	39.32	Refund Check 023839-000, 2805 Hanson Ave
	Sherman Cindy		39.32	
173962	SHI International Corp	101-41580-410-43095	4.72	Visio Monthly Subscription
	SHI International Corp		4.72	
0	ShofCorp LLC	898-46310-000-43090	70.05	January 2022 TRACS Data Processing
	ShofCorp LLC		70.05	
0	Shred Right	101-42124-420-43090	20.25	Shredding Service

Check Numb	Last Name	Acct 1	Amount	Description
	Shred Right		20.25	
173963	[redacted]	241-46330-461-44375	214.00	February Utility Reimbursement 1532 Western Ave
	[redacted]		214.00	
0	Southwest Service Cooperative	101-00000-000-11510	58.54	Dustin Delmonico Insurance
0	Southwest Service Cooperative	101-00000-000-11510	731.72	Jerry Marzahn Insurance
0	Southwest Service Cooperative	101-42123-420-41310	675.01	John Harmon Insurance
0	Southwest Service Cooperative	101-42123-420-41310	1,920.11	Maggie Hunt Insurance
0	Southwest Service Cooperative	101-00000-000-11510	1,536.44	Kimberly Lang Insurance
0	Southwest Service Cooperative	101-42123-420-41310	673.18	Dustin Delmonico Insurance
0	Southwest Service Cooperative	101-00000-000-11510	731.72	Carol Luczak-Dillerud Insurance
0	Southwest Service Cooperative	101-00000-000-11510	823.17	Nancy Andrist Insurance
0	Southwest Service Cooperative	101-00000-000-11510	148.16	John Harmon Insurance
0	Southwest Service Cooperative	101-00000-000-11510	421.48	Maggie Hunt Insurance
0	Southwest Service Cooperative	101-00000-000-21707	142,595.24	Health Insurance Premiums - January
	Southwest Service Cooperative		150,314.77	
173964	Star Sports & Apparel LLC	101-45110-450-42110	62.00	Blanket for Outgoing Park Board Member
	Star Sports & Apparel LLC		62.00	
173965	Steele Waseca Coop Electric	225-49810-430-43810	41.60	1017445-2011 T-Hangar
173965	Steele Waseca Coop Electric	225-49810-430-43810	7.89	41926-Airport
173965	Steele Waseca Coop Electric	602-49450-000-43810	194.05	30493-Lift Station
173965	Steele Waseca Coop Electric	225-49810-430-43810	560.83	41875-Airport S Hangars
173965	Steele Waseca Coop Electric	602-49480-000-43810	62.28	23271-Sludge Farm
173965	Steele Waseca Coop Electric	225-49810-430-43810	711.91	23947-Airport 10
173965	Steele Waseca Coop Electric	225-49810-430-43810	67.51	20891-Airport New Hangar
173965	Steele Waseca Coop Electric	225-49810-430-43810	267.60	1018611-Hangar 910K
173965	Steele Waseca Coop Electric	902-00000-000-23935	-2,416.63	Monthly Charges-December
173965	Steele Waseca Coop Electric	602-49450-000-43810	73.96	1089247-Lift Station-15625 Acorn Trl
173965	Steele Waseca Coop Electric	225-49810-430-43810	53.98	32094-Airport
173965	Steele Waseca Coop Electric	902-00000-000-23935	2,416.63	Monthly Charges-December
173965	Steele Waseca Coop Electric	101-43160-430-43810	101.77	27205-Airtech Park
173965	Steele Waseca Coop Electric	225-49810-430-43810	7.89	41927-Airport
173965	Steele Waseca Coop Electric	225-49810-430-43810	7.89	1077021-Security Hangar 2
173965	Steele Waseca Coop Electric	225-49810-430-43810	34.00	1018624-Hangar 910J
173965	Steele Waseca Coop Electric	225-49810-430-43810	159.69	41901-Airport
173965	Steele Waseca Coop Electric	101-43160-430-43810	63.78	32089-Highway 21 Lights

Check Numb	Last Name	Acct 1	Amount	Description
	Steele Waseca Coop Electric		2,416.63	
173852	Stein Air Inc	101-00000-000-22110	3,283.40	County Tax Abatement
	Stein Air Inc		3,283.40	
173966	Sticha Home Improvement Company	601-00000-000-20200	5.18	Refund Check 010010-000, 2211 2 Ave NW
	Sticha Home Improvement Company		5.18	
173967	Streicher's Inc.	101-42123-420-42410	210.00	Tactical Assault Carrier / B Considine
173967	Streicher's Inc.	101-42123-420-42180	33.97	Cloth Name Tags - ID Patch
	Streicher's Inc.		243.97	
0	Team Laboratory Chemical LLC	602-49450-000-42160	1,092.50	Sanitary Liftstation Chemicals
	Team Laboratory Chemical LLC		1,092.50	
173968	The UPS Store	101-45110-450-43220	355.84	Returned Lane Parts
173968	The UPS Store	601-49430-000-43250	15.61	Silica Samples Sent To MDH
173968	The UPS Store	101-42220-420-43250	13.88	Shipping Charges - Kussmaul
173968	The UPS Store	101-42220-420-43250	11.22	Shipping Charges - Ancom
	The UPS Store		396.55	
0	Tollefson Sarah	101-42123-420-43310	75.00	Per Diem / Basic FTO
	Tollefson Sarah		75.00	
173969	Tom's Lock & Key, LLC	101-45200-450-42110	167.40	Padlocks
	Tom's Lock & Key, LLC		167.40	
173970	Truck Center Companies East LLC	101-43121-430-42210	224.76	Spring Brake Valve #110
173970	Truck Center Companies East LLC	101-42220-420-42210	36.21	Replacement Mirror #2110
173970	Truck Center Companies East LLC	101-43121-430-42210	300.27	Fuel Supply Tube For #104
	Truck Center Companies East LLC		561.24	
173853	Trystar LLC	101-00000-000-22110	19,226.40	County Tax Abatement

Check Numb	Last Name	Acct 1	Amount	Description
	Trystar LLC		19,226.40	
173971	Universal Truck Equipment Inc.	101-43121-430-42210	167.75	Wing Monitor / Street #213
	Universal Truck Equipment Inc.		167.75	
173972	US Auto Force	101-42123-420-42220	584.04	Tires / #4
173972	US Auto Force	101-42121-420-42220	900.00	Tires / #17
	US Auto Force		1,484.04	
173973	US Bank Equipment Finance	101-42400-420-44160	95.73	Copier Lease
	US Bank Equipment Finance		95.73	
0	Utility Consultants Inc	602-49480-000-43090	236.25	Monthly Coliform Samples
0	Utility Consultants Inc	602-49480-000-43090	791.12	Lab Testing
	Utility Consultants Inc		1,027.37	
173974	VAG USA LLC	602-49480-000-42210	641.34	Pump Parts
	VAG USA LLC		641.34	
173975	Verizon Wireless	602-49450-000-43210	82.44	Cell Phone Service - Sewer Collection
173975	Verizon Wireless	101-42210-420-43210	82.44	Cell Phone Service - Fire Administration
173975	Verizon Wireless	101-42400-420-43210	203.68	Cell Phone Service - Building Codes
173975	Verizon Wireless	603-49500-000-43210	41.22	Cell Phone Service - Storm Water Utility
173975	Verizon Wireless	101-42700-420-43210	206.10	Cell Phone Service - Special Services
173975	Verizon Wireless	101-41940-410-43210	82.44	Cell Phone Service - Building Maintenance
173975	Verizon Wireless	101-43110-430-43210	41.22	Cell Phone Service - PW Admin
173975	Verizon Wireless	101-45110-450-43210	241.42	Cell Phone Service - Parks & Rec
173975	Verizon Wireless	101-42110-420-43210	164.88	Cell Phone Service - Police Administration
173975	Verizon Wireless	240-46210-460-43210	65.36	Cell Phone Service - Community Development
173975	Verizon Wireless	101-43190-430-43210	41.22	Cell Phone Service - Engineering
173975	Verizon Wireless	101-42121-420-43210	329.76	Cell Phone Service - Investigations
173975	Verizon Wireless	902-00000-000-23935	3,036.08	Monthly Phone Bill-Jan
173975	Verizon Wireless	101-42123-420-43210	989.28	Cell Phone Service - Patrol
173975	Verizon Wireless	101-45500-450-43210	24.14	Cell Phone Service - Library
173975	Verizon Wireless	101-42220-420-43210	151.94	Cell Phone Service - Fire Suppression
173975	Verizon Wireless	101-41510-410-43210	82.44	Cell Phone Service - Finance
173975	Verizon Wireless	902-00000-000-23935	-3,036.08	Monthly Phone Bill-Jan

Check Numb	Last Name	Acct 1	Amount	Description
173975	Verizon Wireless	101-41580-410-43210	41.22	Cell Phone Service - IT
173975	Verizon Wireless	601-49430-000-43210	164.88	Cell Phone Service - Water Distribution
	Verizon Wireless		3,036.08	
0	Virg's Appliance Service Inc	241-46330-461-44010	95.00	519 Lincoln Range Repair
0	Virg's Appliance Service Inc	241-46330-461-42110	69.95	519 Lincoln Ave Range Switch Repair
0	Virg's Appliance Service Inc	898-46310-000-44010	85.00	#203 Refrigerator Repair/Clear Drain
0	Virg's Appliance Service Inc	241-46330-461-44010	85.00	404 NW 13th Street Repair Range
0	Virg's Appliance Service Inc	241-46330-461-44050	962.00	404 NW 13th Street Replace Range/Oven
	Virg's Appliance Service Inc		1,296.95	
173976	Wal-Mart	101-42210-420-42110	14.78	Trash Bags
173976	Wal-Mart	101-45122-450-42110	23.71	Paper Plates/Paper Bowls/Tea
173976	Wal-Mart	101-42220-420-42110	-14.88	HDMI Cable - Credit
173976	Wal-Mart	101-42220-420-42110	27.76	Adapter / HDMI Cable
173976	Wal-Mart	101-42220-420-42110	14.88	HDMI Cable
173976	Wal-Mart	101-45500-450-42010	43.08	Cutlery/Magnets/Ziploc Bags/ Isopropyl Alcohol/Kleenex/ Napkins/
173976	Wal-Mart	101-45500-450-43130	4.00	Programming Water
173976	Wal-Mart	101-45140-450-42110	79.96	Portable Check-in Tables
	Wal-Mart		193.29	
173977	Water Conservation Service Inc	601-49430-000-43090	482.70	Watermain Leak Detection Summer Ln
	Water Conservation Service Inc		482.70	
173978	Wilds Kevin	601-00000-000-20200	80.00	Refund Check 015891-001, 724 6 St NE
	Wilds Kevin		80.00	
0	WSB & Associates Inc	603-49500-000-43030	11,372.50	2021 SWMP MS4 Project 12/1/21-12/31/21
	WSB & Associates Inc		11,372.50	
173854	Xcel Energy	101-43160-430-43810	18,460.69	51-4930975-3 Street Lighting
173854	Xcel Energy	101-43160-430-43810	0.93	51-0010353780-3 1690 Hwy 60 W-Street Lighting
173854	Xcel Energy	225-49810-430-43830	1,404.75	51-0013139038-3 3401 Hwy 21 W
173854	Xcel Energy	225-49810-430-43830	321.73	51-0325544-5 Hangar 910G - Rental
173854	Xcel Energy	101-43160-430-43810	203.04	51-0012776642-4 720 4 St NW Street Light Feed Point
173854	Xcel Energy	101-45200-450-43810	18.70	51-0013096682-1 705 3 Ave NW-Wapacuta Park Shelter
173854	Xcel Energy	601-49430-000-43810	32.19	51-0013092616-3 812 8 Ave NW Bldg B-WTP

KEY: General Fund (101), Airport (225), Public Housing (241), Water (601), Sewer (602), Storm (603), Robinwood (898)

Check Numb	Last Name	Acct 1	Amount	Description
173854	Xcel Energy	601-49430-000-43810	308.15	51-0012893015-3 812 8 Ave NW-WTP
173854	Xcel Energy	225-49810-430-43830	178.85	51-0325271-5 Hangar 910A - City
173854	Xcel Energy	225-49810-430-43830	130.31	51-0325546-7 Hangar 910B - City
173854	Xcel Energy	241-46330-461-43810	17.27	910-920 SW 1st Street Parking Lot Lights Thru 1/6/22
173854	Xcel Energy	101-43160-430-43810	63.71	51-0012926306-6 415/430 2 Ave NW-2 Ave Signal Sys.
173854	Xcel Energy	241-46330-461-43810	35.92	1526 Western Avenue Parking Lot Lights Thru 1/5/22
173854	Xcel Energy	101-43160-430-43810	42.78	51-0012926306-6 402 Central-Central Ave Signal Sys
173854	Xcel Energy	101-43160-430-43810	63.71	51-0012926306-6 419 8 Ave NW-8 Ave Signal Sys.
173854	Xcel Energy	101-43160-430-43810	62.83	51-0012926306-6 328 4 St NW-4 Ave NW Signal Sys.
173854	Xcel Energy	602-49450-000-43810	34.01	51-0012509758-8 1321 Matteson St-Lift Station
173854	Xcel Energy	101-43160-430-43810	281.69	51-0012776641-3 218 3 St NW/129 4 St NW Street Light
173854	Xcel Energy	101-43160-430-43810	138.25	51-0012965373-9 1190 Hwy 60 W Street Light
173854	Xcel Energy	101-43160-430-43810	28.89	51-0013749706-5 New Bridge Lights 2nd Ave Bridge
173854	Xcel Energy	101-43160-430-43810	19.01	51-5358630-4 45 State Ave Lighting
173854	Xcel Energy	902-00000-000-23935	21,794.22	Electric Bill
173854	Xcel Energy	902-00000-000-23935	-21,794.22	Electric Bill
173854	Xcel Energy	898-46310-000-43830	1,940.97	1324 Prairie Ave Gas Thru 1/11/2022
173854	Xcel Energy	898-46310-000-43810	554.17	1324 Prairie Avenue Electric Thru 1/11/22
173979	Xcel Energy	898-46310-000-43810	1,917.20	1324 Prairie Ave Electric 51 Units Thru 1/11/2022
173979	Xcel Energy	101-43160-430-43810	12.86	1990A Lyndale Ave N
173979	Xcel Energy	101-45200-450-43810	69.21	1800 Alexander Dr
	Xcel Energy		26,341.82	
173980	Ziegler Inc	101-43121-430-42210	127.00	Filters For #316
173980	Ziegler Inc	225-49810-430-42210	123.23	Airport Loader Parts
	Ziegler Inc		250.23	
			960,756.86	

KEY: General Fund (101), Airport (225), Public Housing (241), Water (601), Sewer (602), Storm (603), Robinwood (898)

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Paul J. Peanasky, Parks and Recreation Director
MEETING DATE:	February 8, 2022
SUBJECT:	Approve Quote to Replace Pool Heater at Faribault Family Aquatic Center

Background:

We recently requested quotes to replace the pool heater at the Faribault Family Aquatic Center (FFAC). Two quotes were received to remove and dispose of the existing heater and install the new pool heater. The low quote received was from Horizon Commercial Pool Supply at a cost of $31,274.52. There will also be some minor expenses for hooking up the gas and plumbing for the heater. In the 2022 CIP, $40,000 was budgeted for this project.

Recommendation:

Approve a quote from Horizon Commercial Pool Supply to replace the pool heater at the Faribault Family Aquatic Center at a cost of $31,274.52.

Attachments:

1. Pool Heater Quotes

4444 Round Lake Rd W, Arden Hills, MN 55112
WWW.HORIZONPOOLSUPPLY.COM
1-800-969-0454
Local 651-917-3075
Fax 651-917-3087

HORIZON COMMERCIAL POOL SUPPLY

Customer Proposal / Quotation

Quoted to:

Faribault Family Aquatic Center
1830 Alexander Drive

Faribault, MN 55021

Contact 1: Kevin O'Brien
Contact 2:
Phone: (507) 334-2064
Fax:

Date: 1/3/2022
Good Through: 1/31/2022
Quote #: **20220103 FAR04**

Description: **FAR04**

Quoted by: **Jordan Pinney**

OPTION 1:
Install Pentair PowerMax Commercial Pool Heater(s) on Outdoor Pool as follows:

- Remove existing heater(s) and dispose of.
- Provide the following heater and equipment:
  (1) PEN-PM1500NACC3PJN 1.5 Million BTU Pentair PowerMax Commercial Pool Heater, ASME certified, Digital, Electronic Ignition, Cupro-Nickel Heat Exchanger, CSD1 Code Compliant
- Plumb heater to existing plumbing, gas, venting and electrical if able. (Others may need to complete)

OPTION 2:
Install New Heat Exchanger on Existing TOP Pentair PowerMax Commercial Pool Heater as follows:

- Top heater needs to be pulled from its current position and brought down to the floor due to accessibility.
- Heater is to be torn apart to expose the heat exchanger, replace exchanger and reassemble the heater.
- Heater to be reinstalled on the shelf and reconnected to the gas, venting electrical (Others may need to complete)
- Quote excludes any other replacement and/or repairs the existing heater (To be charged additional Time and Material)

NOTES:
- **Installation does not include modifications to gas, venting or electrical.**
- Access and space must be provided for new heater. Sufficient gas pressure & make-up air are required.
- Installation does not include re-plumbing of any other equipment or significant re-plumbing unless specified.
- Excludes the cost of freight.
- Includes cost of renting a gantry hoist to lift and move around the heater (Required for Option 1 & 2)

Pricing:

Quantity	Item Number	Description	Unit Price	Total Price
1	SER-01	Install pool heater as specified – Labor	$5,373.50	
1	*See Above	Pentair PowerMax Commercial Pool Heater	$25,901.02	
			31,274.52	
[redacted]				

Total: **$**

ACCEPTANCE OF PROPOSAL – I am authorized to sign on behalf of the owner and I have read the attached **Terms & Conditions** and Proposal Notes and the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment(s) will be made as specified.

Quote Accepted By: _____

Date: _____

Authorized Signature: _____

- Products and equipment used to complete job are subject to applicable state & city sales taxes.
- **Quotes exceeding $2,000 will require a payment of 50% upon quote acceptance and the remainder is due Net 10 Days.**
- Please read all attached Terms & Conditions, Proposal Notes, and product information. This quote, once signed, is a contract between Horizon Commercial Pool Supply & the property owner.

TERMS AND CONDITIONS

MECHANIC'S LIEN NOTICES (Minnesota & Wisconsin)

MINNESOTA: Pursuant to MINN. STAT. § 514.011 (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

WISCONSIN: As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

PAYMENT: On contracts exceeding two-thousand dollars ($2,000.00), unless otherwise agreed, in writing on the first page of this Contract, payment shall be made in two equal installments. The first installment shall be due as a deposit and paid at the time this contract is signed by the Customer. The second installment is due and payable upon completion of the Project. If, for any reason, any amount less than 50% of the Contract is paid in the first installment, the entire remaining balance shall be paid in the second installment even though such payment renders the installment unequal. All payments on account must be made within **10 days from the invoice date**, unless otherwise agreed to by Horizon Commercial Pool Supply and Customer in writing. Customer agrees that receipt of any invoice setting forth the amount owed to Horizon Commercial Pool Supply represents an account stated unless, within ten days (10) days of receipt of the invoice, Customer objects to the invoice in writing and said written objection is delivered to Horizon Commercial Pool Supply.

INTEREST AND ATTORNEYS' FEES: Horizon Commercial Pool Supply will charge, and Customer agrees to pay, a service charge of 1.5% per month (18.0% per annum) or the maximum rate allowed by law. The service charge will be assessed on the past due portion of the account. Customer agrees to pay on demand all costs and expenses including reasonable attorneys' fees incurred by Horizon Commercial Pool Supply in connection with this Contract, and any other document or agreement related thereto, including all costs, expenses and attorneys' fees incurred by Horizon Commercial Pool Supply in enforcing these Terms and Conditions.

SCHEDULING AND ESTIMATES: All time estimates, schedules, start dates, completion dates, etc., are subject to change at Horizon Commercial Pool Supply's sole discretion and Horizon shall not be liable for any changes thereof. Customer acknowledges that time estimates, schedules, start and completion dates can and will change due to weather, unforeseen changes to jobs, workforce variations, material availability, unforeseen delays due to other contractor's work, equipment breaking down and holidays, etc. Any quotes, estimates or representations as to pricing are subject to change at Horizon Commercial Pool Supply's sole discretion as well.

LIMITED WARRANTY ON WORKMANSHIP: Horizon Commercial Pool Supply provides a limited one year warranty on its workmanship. This Limited Warranty on Workmanship ("Warranty") covers labor provided by Horizon staff only. Any product or equipment warranties are limited to and provided by their respective manufacturer or supplier. This Warranty does not cover problems arising from normal wear and tear, chemical action, stains from pool water or pool water minerals, neglect, abuse, or acts of God. Failure to pay the full Contract price relieves Horizon Commercial Pool Supply of all of its responsibilities under this Warranty and shall render this Warranty void. Warranty claims can be made by contacting Horizon Commercial Pool Supply at (651) 917-3075 within 12 months of completion. Horizon Commercial Pool Supply shall not be responsible or held liable for damages resulting from causes beyond its control caused by fire, flood, accidents, delay in transit, labor difficulty, inability of our normal sources of supply, acts of god, any law, act or regulation of any governmental body. Customer acknowledges and agrees that Horizon Commercial Pool Supply's liability for any reason, including, without limitation, negligence, or strict liability, shall not include special, consequential or incidental damages.

Horizon Commercial Pool Supply, a division of Horizon Chemical Co., Inc.
4444 Round Lake Rd W, Arden Hills, MN 55112
651.917.3075 phone, 651.917.3087 fax
www.horizonpoolsupply.com

4444 Round Lake Rd W, Arden Hills, MN 55112
WWW.HORIZONPOOLSUPPLY.COM
1-800-969-0454
Local 651-917-3075
Fax 651-917-3087

HORIZON COMMERCIAL POOL SUPPLY

Cover Sheet

To: **Kevin O'Brien**

From: **Jordan Pinney**

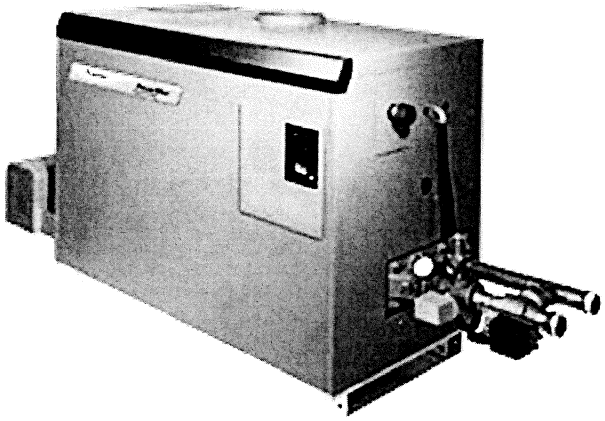
Pages: **3**
(including cover)

Hello Kevin,

Below are the updated quotes to 1.) Replace Existing Heater with New or 2.) Replace Heat Exchanger on the new heater. I do apologize for any delays getting you the requested quotes. Please do not hesitate to contact me with any questions or concerns.

Respectfully,

Jordan Pinney



PENTAIR

Additional Services Offered:

As an established commercial pool contractor & supplier we are here to provide additional services as needed including but not limited to:

- CPO training for your staff
- Training on local and state health codes
- Repair and maintenance of filter room equipment
- Repair and maintenance of pool vessel and plumbing
- Renovation services
- Online resources and purchasing
- Free ongoing consultation
- Water Quality Management Programs

AQUA LOGIC

Proposal

PROJECT NAME: City of Faribault

DATE: 1/25/2022

PROPOSAL TO:

Paul Peanasky
City of Faribault
ppeanasky@ci.faribault.mn.us
507.339.3110

PROJECT LOCATION:

Faribault Family Aquatic Center
1830 Alexander Drive NW
Faribault, MN 55021

PROJECT DESCRIPTION: Replace existing heater w/ Pentair Powermax Heater (Product # PUR-15-1333) est. completion date prior to June 1, 2022

WORK BY AQUA LOGIC INC:

1. Remove & replace existing heater.
2. Provide all pipe, fittings, valves for complete installation heaters.
3. Disposal of existing heater.

WORK NOT BY AQUA LOGIC – BY OTHERS

1. All electrical work.
2. Any gas/venting related to heater replacement.
3. Related permits, if required.

PROJECT TOTAL.....$46,500.00*

Pricing Excludes taxes

*Pricing good for 60 days
*Current heater lead times are 4 months

Submitted By:

Accepted By:

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, Assistant to the City Administrator
MEETING DATE:	February 8, 2022
SUBJECT:	Resolution 2022-025 Approve Appointments of Committee, Board, and Commission Members

---

Background:

Rich Caron has been recommended by the Faribault Hockey Association and Peter Dodge has been recommended by the Knights of Columbus to serve as their organization's representative on the Charitable Gambling Board. If appointed, both terms would expire on January 31, 2024.

Recommendation:

Approve Resolution 2022-025 Approve Appointments of Committee, Board, and Commission Members

Attachments:

1. 2022-025 Approve Appointments of Committee, Board, and Commission Members
2. Board Applications - Redacted

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-025

APPROVE APPOINTMENTS OF COMMITTEE, BOARD, AND COMMISSION MEMBERS

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

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

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

Appointee	Board/Commission	Expiration
Caron, Rick	Charitable Gambling Board	1/31/2024
Dodge, Peter	Charitable Gambling Board	1/31/2024

Date Adopted: February 8, 2022

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

Heather Slechta

From: noreply@civicplus.com
Sent: Wednesday, January 26, 2022 4:32 PM
To: Heather Slechta
Subject: Online Form Submittal: Boards and Commissions Application

Boards and Commissions Application

Select the Board, Commission or Committee you wish to apply for	Charitable Gambling Board
First Name	Richard
Last Name	Caron
Address1	[redacted]
Address2	
City	
State	
Zip	
Phone Number	
Email	
Occupation	
List the day and hours you are available for meetings	All
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which one(s)?	*Field not completed.*
Have you served on a Board, Commission or Committee before>	Yes
If yes, which one(s)?	Gambling

Please list your reasons for your interest to serve on this board or commission	*Field not completed.*
Please list your experience or expertise you can provide if appointed	*Field not completed.*
Personal Reference 1	*Field not completed.*
Personal Reference 2	*Field not completed.*

Email not displaying correctly? View it in your browser.

Heather Slechta

From: noreply@civicplus.com
Sent: Wednesday, January 26, 2022 4:24 PM
To: Heather Slechta
Subject: Online Form Submittal: Boards and Commissions Application

Boards and Commissions Application

Select the Board, Commission or Committee you wish to apply for	Charitable Gambling Board
First Name	Peter
Last Name	Dodge
Address1	[redacted]
Address2	
City	
State	
Zip	
Phone Number	
Email	
Occupation	
List the day and hours you are available for meetings	M-F 4-9pm
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which one(s)?	*Field not completed.*
Have you served on a Board, Commission or Committee before>	Yes
If yes, which one(s)?	Charitable Gambling

Please list your reasons for your interest to serve on this board or commission	I am gambling manager for Faribault Knights of Columbus.
Please list your experience or expertise you can provide if appointed	*Field not completed.*
Personal Reference 1	[redacted]
Personal Reference 2	

Email not displaying correctly? View it in your browser.

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Jeanne Day, Finance Director
MEETING DATE:	February 8, 2022
SUBJECT:	Resolution 2022-026 Revising the 2022 Adopted Budget for Encumbrances

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Background:

The City set a budget for 2021 which included multiple capital purchases and improvement projects. At the end of the fiscal year, several purchases or projects had not been completed. The amount budgeted for these expenditures may be encumbered into the new fiscal year to provide appropriations previously approved by the City Council. Upon the approval of the City Council, these appropriations will be moved into the current fiscal year and the purchases or projects will be completed within the 2022 budget.

Recommendation:

Adopt Resolution 2022-026, Revising the 2022 Adopted Budget for Encumbrances

Attachments:

1. Resolution 2022-026 Revising 2022 Adopted Budget for Encumbrances

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022 - 026

REVISING THE 2022 ADOPTED BUDGET FOR ENCUMBRANCES

WHEREAS, the City Council of the City of Faribault did formally adopt a 2022 Budget and establish fund appropriations for 2022 on December 14, 2021 (Resolution 2021-259) in accordance with City Charter and State Statutes; and

WHEREAS, various projects were not completed in 2021, funds need to be carried to allow these expenditures in 2022; and

WHEREAS, the Faribault City Council desires to revise the adopted 2022 budget to more accurately depict expected expenditures for the current year.

NOW, THEREFORE BE IT RESOLVED that City staff is hereby directed to revise the 2022 Budget to include the unexpended funds for 2021 projects attached hereto as Exhibit A in the amount of $1,661,145.

Date Adopted: February 8, 2022

Faribault City Council

_____
Kevin F. Voracek, Mayor

ATTEST:

_____
Timothy C. Murray, City Administrator

CITY OF FARIBAULT
2022 ENCUMBRANCES
EXHIBIT A

Account	Description	Purpose	Amount	Type
101-42220-420-42210	Vehicle/Equipment Parts	Pull Out Tray/Shelf for Fire Apparatus 2133	$ 845	General
101-42220-420-42410	Minor Equipment	Battery Operated Extrication Tool	$ 12,075	General
101-43170-430-42240	Street Maintenance Materials	Materials Ordered in 2021 & Invoiced in 2022	$ 7,137	General
404-45200-450-45300	Improvements Other Than Bldgs	Fleckenstein Bluffs Shelter & Restroom	$ 251,321	Capital Projects
404-45200-450-45300	Improvements Other Than Bldgs	Fleckenstein Blulffs Overlook	$ 148,155	Capital Projects
404-45200-450-45300	Improvements Other Than Bldgs	Playground Equipment & Prairie Park	$ 95,702	Capital Projects
437-45122-450-45200	Building & Improvements	Replace (3) HVAC Units	$ 344,800	Capital Projects
437-45122-450-45200	Building & Improvements	Replace Basketball Hoops	$ 22,950	Capital Projects
437-45200-450-45200	Building & Improvements	Resurface Gym & Racquetball Floors	$ 14,781	Capital Projects
469-43121-430-45300	Improvements Other Than Bldgs	2nd Avenue Bridge Work-In-Progress	$ 381,783	Capital Projects
601-49430-000-44050	Extraordinary Maintenance	2021 Miscellaneous Valve & Hydrant Work-In-Progress	$ 69,000	Enterprise
601-49430-000-45200	Building & Improvements	Improvements to Old Water Plant Garage	$ 8,812	Enterprise
602-49450-000-45300	Improvements Other Than Bldgs	Lift Station Control Improvements	$ 85,885	Enterprise
602-49480-000-45300	Improvements Other Than Bldgs	SCADA System Upgrade	$ 127,899	Enterprise
603-49500-000-45300	Improvements Other Than Bldgs	WSB Service Contract Not Completed	$ 90,000	Enterprise
	TOTAL		$ 1,661,145	

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Travis Block, Public Works Director
MEETING DATE:	February 8, 2022
SUBJECT:	Approve Biosolids Hauling and Application Agreement Extension

Background:

The City has previously held an agreement with Fergus Power Pump, Inc. for the dredging, hauling, and land application of biosolids (sludge) from the Water Reclamation Facility (WRF). The Council approved this agreement on March 10, 2015. The agreement allows for extensions to the agreement based upon satisfactory performance.

WRF personnel are satisfied with the services provided by Fergus Power Pump under this contract, and are recommending proceeding with a two-year extension. Under the proposed extension, the rate would increase from $0.055/gallon under the previous agreement to $0.056/gallon in 2022 and $0.057/gallon in 2023. The increase is a result of higher trucking costs. The City has been working with this company since 1997. Included in this agreement, Fergus Power Pump, Inc. completes all of the required reporting and permitting for the hauling and land application of the biosolids.

Recommendation:

Approve Biosolids Hauling and Application Agreement Extension with Fergus Power Pump Inc.

Attachments:

1. Fergus Power Pump Extension Letter

FERGUS POWER PUMP INC.

Biosolids Management

• 24978 - 225th Street • Fergus Falls, MN 56537
Phone (218) 736-6772 • Fax (218) 736-7115
Email: fppinc@prtel.com • www.ferguspowerpump.com

January 25, 2022

Mr. Henry Morgan
City of Faribault
214NE 14th Street
Faribault, MN 55021

REF: Contract Extension

Dear Mr. Morgan,

Fergus Power Pump, Inc. would like to thank you for the possibility of extension of the current contract for additional two years. The request for extension is based on current contract to be extended to the agreement based upon satisfactory performance.

All specifications in the original contract will apply to the contract extension.

City of Faribault is responsible to supply a crane for unloading and loading the dredge into the lagoon, along with providing anchors to support the dredge. The anchors will need to be mobile and have a gross weight of a minimum of 4,000 pounds.

Fergus Power Pump, Inc. proposes a project cost for dredging based on an estimated 3.0 million gallons per application with a 12-mile haul to permitted field sites as follows:

2022	$0.056 / gallon
2023	$0.057 / gallon

Dredging, hauling, land application will be conducted as per Minnesota Pollution Control Agency, MPCA and EPA Rules. Fergus Power Pump is a MPCA Type IV Certified Corporation.

A Fuel surcharge will be added should the price of fuel be over $3.50/gallon, per invoice of usage per unit. All equipment necessary will be full of fuel at the start of the project and refueled at the end of the project.

Example: Surcharge=Current price of fuel $3.85 - $3.50= $0.35 gallons used per unit.

Please send letter of acceptance to the two-year contract extension as outline per this letter.

If you have any questions, please do not hesitate to call.

Sincerely,

Mitch Okerstrom, C.E.O.

Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: February 8, 2022
SUBJECT: Approve Agricultural Land Lease

Background:

Attached is a 3-year lease for the agricultural land owned by the City located southeast of Faribault. The property is used by the Water Reclamation Facility (WRF) to land apply biosolids (sludge) from the plant.

The property contains approximately 104 tillable acres, which is proposed to be leased to Jim Purfeest from 2022 to 2024 for agricultural use. This is the same individual that has rented the land for the past 20 years, and with whom the City has had a positive relationship. The rental rate will increase from $125/acre in the previous lease to $135/acre in 2022, $140/acre in 2023 and $145/acre in 2024.

Recommendation:

Approve Agricultural Land Lease

Attachments:

1. Agricultural Land Lease

City of Faribault

Agricultural Land Lease

2022-2024

Public Works
City of Faribault
1200 Belview Trail
Faribault, MN 55021

AGRICULTURAL LAND FARM LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 25th day of January, 2022, by and between the City of Faribault, a Municipal Corporation, ("City") and Jim Purfeerst, 7803 240th Street East, Faribault, MN 55021.

1. Property Description: The City hereby rents to the Tenant in consideration of the rents and promises hereinafter described the following property located in the County of Rice and State of Minnesota, described as follows: (See Exhibit A)

   The property contains 104 acres, more or less, of tillable agricultural fields.

2. Term: The term of this lease is for 3 years commencing on the 1st day of January, 2022 and terminating on the last day of December, 2024.

3. Rent: Rents are to be calculated on the basis of $135 per acre for the cropping year 2022, $140 per acre in the cropping year 2023, and $145 per acre in the cropping year 2024.

   a. Tillable acres used for the basis of this document were calculated using the City's Geographic Information System equipment. Any dispute related to the tillable acres shall be determined by mutual agreement between the tenant and the City using sound geographic information procedures.
   b. The tenant waives any right to withhold rent in any claim against the City.
   c. Rent shall be paid to the City of Faribault, 1200 Belview Trail, Faribault, MN 55021 and credited to the appropriate accounts.
   d. Rent may be reduced if late biosolids application causes crop yield reduction.

4. City's Responsibilities: The City shall be responsible for paying or doing the following:

   a. The City's Wastewater Department shall cooperate with the tenant to the fullest extent possible to coordinate the application of biosolids form the City's Wastewater Treatment Plant, should that action be determined in the best interest of the City by that department.
   b. The City's Wastewater Department shall comply with all local, state, and federal regulations pertaining to the application of biosolids on field leases.
   c. The City shall peaceably allow the tenant to occupy the land for normal, customary, farming practices.
   d. In January, the City of Faribault will provide the lessee with an itemized statement of charges.

5. Tenant Responsibility: Tenant shall be responsible for paying or doing the following:

a. The tenant shall occupy the premises for agricultural purposes only. The tenant will use normal, customary farming practices in the care and maintenance of the property and, without limiting normal practices, keep the premises free of noxious weeds to the extent possible.
b. The tenant agrees to comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, county, and municipal governments regulating the use of the premises.
c. The tenant shall coordinate with and allow, at the City Wastewater Department's discretion, the application of biosolids from the City's Wastewater Treatment Plant on fields leased by the tenant.
d. Any applications of fertilizer made after the City's Wastewater Department has identified a field for application of biosolids shall be coordinated with the City's Wastewater Department so as to not exceed maximum fertilization rates as preserved by the University of Minnesota Bulletin.
e. The tenant shall coordinate with the City's Wastewater Department, who may require fields identified for application of biosolids be plowed prior to the end of each crop season.
f. The tenant shall allow access to the property by the City and its agents during all reasonable hours for the purpose of examining the property to ascertain compliance with the terms of this lease and for any other lawful purpose including, but not limited to, exhibiting the property for sale.
g. The tenant shall not remove or move any existing structures or improvements made to the property by the City. The tenant may not store equipment on the property for periods exceeding one week without coordinating such storage with the City.
h. The tenant shall pile rocks or other items taken out of any field in areas designated by the City.
i. The tenant shall plow back all fields prior to the termination of this lease.
j. This lease does not entitle tenant to allow or authorize use of property by any party for recreational purposes (e.g. hunting, ATV riding, etc.)

6. Independent Entities: The City does not retain the tenant as an agent of the City. The tenant does not retain the City as an agent of the tenant. The City shall not provide to the tenant, its agents or employees, any benefits or expenses, including, but not limited to, insurance for liability or property, or ordinary business expenses.

7. Costs associated with this Lease: The City is not responsible for paying any of the tenant's costs associated with this lease, including preparation of the property for farming. The tenant shall pay all costs related to farming the property, including the cost of plowing property back at the end of this lease.

8. Insurance: The tenant shall acquire and maintain property and/or liability insurance adequate for their operations conducted on the property. The tenant shall provide proof of insurance upon request by the City. The tenant, while performing any service or function related to this lease, agrees to indemnify, save

and hold harmless, defend the City and all its agents and employees from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the execution or performance of functions provided in accordance with this agreement.

9. Assignment and Subletting Prohibited: Tenant agrees to assign or sublease the premises only with the written consent of the City. If the City does not consent, it may, at its option, terminate the lease.

10. Surrender of Possession: The tenant shall surrender the property to the City in good condition and repair upon termination of the Lease, whether by lapse of time or otherwise.

11. Termination by the City: The City may, after providing 90 days written notice take possession of the property for any purpose deemed in the best interest of the City. The City shall allow the tenant to remove crops with normal, customary farming practices or return all rents paid for the year and compensate the tenant at rates not exceeding the current market rate per acre for any crop planted.

12. Remedy: If the tenant fails to pay the rent when due or fails to perform any of the promises contained in this lease, the City may re-enter and take possession of the property and hold the property without such re-entering working a forfeiture of the rents to be paid by the tenant for the full term of the lease, after furnishing the tenant with a thirty (30) day written notice specifying the default. If default occurs during cropping season, the City of Faribault will harvest any and all remaining crops and apply proceeds to rent payment.

13. Tenant's Default: Rights and remedies of the tenant are cumulative. None shall exclude any other right or remedy allowed by law or other provision of this agreement. In the event of one of the following acts, the tenant shall be in default:

    a. Tenant fails, neglects, or refuses to pay any installment of rent or any other monies agreed to be paid, as provided in this lease when those amounts become due and payable, and if such failure continues for five (5) days after written notification by the City.
    b. Any voluntary or involuntary petition or similar pleading, under any section of any bankruptcy act shall be filed by or against the tenant or should any proceeding in a court or tribunal declare the tenant insolvent or unable to pay debts.
    c. Tenant fails, neglects, or refuses to keep and perform any other conditions of this lease, and if such failure continues for a period of 30 days after written notification by the City.
    d. Should the tenant make any assignment of any interest in the lease to any entity without the written consent of the City.

In the event of any default or violation of this lease continuing more than 30 days after written notification by the City to the tenant of default, the City may enter into and take absolute possession of the property. Possession of the property in these conditions does not absolute possession of the property. Possession of the property in these condition does not relieve the tenant of the obligation to pay the rent or abide by other condition of the lease.

In the event of any default or violation of the lease continuing more than 30 days after written notification by the City to the tenant of a default, the City may return any rents paid by the tenant for that year and lease the property to another tenant.

14. Lease Agreement is Binding: This lease agreement shall be binding upon the parties hereto and their heirs, successors and assigns.

15. Notification: Notification related to lease shall be sent to the following addresses:

Tenant: Jim Purfeerst
7803 240th Street East
Faribault, MN 55021

Owner: City of Faribault
1200 Belview Trail
Faribault, MN 55021

IN TESTIMONY WHEREOF, the City and Tenant have set their hands as of the day and year first above written.

CITY OF FARIBAULT

Jim Purfeerst
JIM PURFEERST

By: _____
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: Travis Block, Public Works Director
MEETING DATE: February 8, 2022
SUBJECT: Approve 2022 CIP Purchase - Skid Loader

Background:
The approved 2022 Budget and CIP include $55,000.00 for the purchase of a skid loader to replace a 2012 model. This piece of equipment is used for various street maintenance functions, including paving and snow removal operations. The piece of equipment has required more maintenance and had more downtime recently. The skid loader has reached its useful life and needs to be replaced.

Staff obtained a quote for the purchase of a Bobcat S770 T4 from Clark Equipment Company dba Bobcat, West Fargo, ND, under Sourcewell Cooperative Purchasing Contract #040319 for $53,706.44. The delivering dealer will be Bobcat of Mankato, MN. The 2012 unit will be traded in. There is no sales tax on the purchase. The Capital Replacement Fund (431) will provide the funding. A summary of the quote is as follows:

2022 Bobcat S770 T4	$72,061.44
Freight, Materials, Dealer Costs	$ 6,645.00
2012 Bobcat S750 (Trade in)	-$25,000.00
	$53,706.44 Total

Recommendation:
Approve 2022 CIP Purchase - Skid Loader from Clark Equipment Company dba Bobcat Company, West Fargo, ND

Attachments:
1. CIP Sheet
2. Bobcat Quote

Project # STR E 22-04

Project Name Replacement - 2012 Bobcat Skid Steer Loader

Capital Asset # 22902

Unit # 212

Department Street

Contact Public Works Director

Type Equipment

Useful Life 7 years

Category Equipment-Machinery Vehicle

Priority 1 High

Description

Replacement of 2012 Bobcat Skid Steer Loader
S#1671

Acquisition Date: 9/18/2012

Hours 2,683 as of 10/11/2021

Justification

This piece of equipment is used for various street maintenance functions.

Expenditures	2022	2023	2024	2025	2026	Total
Equipment	55,000					55,000
Total	**55,000**					**55,000**

Funding Sources	2022	2023	2024	2025	2026	Total
Capital Replacement Fund (431)	55,000					55,000
Total	**55,000**					**55,000**

Product Quotation

Quotation Number: HMM-28264
Date: 2022-01-04 11:37:59

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF FARIBAULT 270354 **208 1st Ave Nw** **Faribault, MN 55021-5105**	**Craig** **Bobcat of Mankato, Mankato, MN** **2333 7TH AVENUE** **MANKATO MN 56001** **Phone: 507-625-4511** **Fax: 507-625-5072**	**Clark Equipment Company** **dba Bobcat Company** **250 E Beaton Dr** **West Fargo, ND 58078** **Phone: 701-241-8719** **Fax: 855-608-0681** **Contact: Heather Messmer** **Heather.Messmer@doosan.com**

Description	Part No	Qty	Price Ea.	Total
S770 T4 Bobcat Skid-Steer Loader **92 HP Turbo Tier 4 Diesel Engine** **Air Intake Heater (Automatically Activated)** **Auxiliary Hydraulics: Variable Flow** **Backup Alarm** **Bob-Tach** **Bobcat Interlock Control System (BICS)** **Controls: Bobcat Standard** **Engine/Hydraulic Systems Shutdown** **Horn** **Instrumentation: Engine Temp and Fuel Gauges, Hourmeter, RPM and Warning Lights**	M0283	1	$47,328.48	$47,328.48
Lift Arm Support **Lift Path: Vertical** **Lights, Front & Rear** **Operator Cab** • Includes: Adjustable Suspension Seat, Top & Rear Windows, Parking Brake, Seat Bar, Seat Belt • Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 • Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) Tires: 12-16.5 12 PR Bobcat Heavy Duty Warranty: 2 years, or 2000 hours whichever occurs first				
60 Month Protection Plus (2000 Hours)	9986172	1	$2,200.00	$2,200.00
P69 Performance Package	M0283-P06-P69	1	$5,032.08	$5,032.08
Power Bob-Tach **7-Pin Attachment Control Kit** **High Flow** **2-Speed** **Hydraulic Bucket Positioning** **Automatic Ride Control** **Reversing Fan**				
C37 Comfort Package	M0283-P07-C37	1	$4,633.20	$4,633.20
Enclosed Cab with AC/Heat **Sound Reduction** **Cab Accessories Package** **Deluxe Instrument Panel with Keyless Start** **Radio** **Heated Cloth Air Ride Suspension Seat**				
Selectable Joystick Controls (SJC)	M0283-R01-C04	1	$680.40	$680.40
NAGS Strobe	M0283-R16-C03	1	$220.00	$220.00
Engine Block Heater	M0283-A01-C02	1	$117.36	$117.36
74" Heavy Duty Bucket	7272680	1	$1,078.44	$1,078.44
SAS 200 Soil and Asphalt Spreader	7396290	1	$9,792.60	$9,792.60
--- **Kit Side Wing Option**	7403712	1	$512.24	$512.24
--- **Kit Control Panel**	7415330	1	$466.64	$466.64

Total of Items Quoted **$72,061.44**
Dealer P.D.I. **$300.00**

Freight Charges		**$1,127.00**
Dealer Assembly Charges		**$0.00**
Trade-in	**Bobcat 2012 S750**	**($25,000.00)**
Other Charges:	**Material and Logistics**	**$5,218.00**
Quote Total - US dollars		**$53,706.44**

Notes:

**Prices per the Sourcewell Contract #040319-CEC.*
**Terms Net 60 Days. Credit cards accepted.*
**FOB Destination*

**State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.*

**TID# 38-0425350*

**Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.*

**Quote valid for 30 days*

ORDER ACCEPTED BY:

_____ _____
SIGNATURE **DATE**

_____ _____
PRINT NAME AND TITLE **PURCHASE ORDER NUMBER**

DELIVERY ADDRESS:_____

BILLING ADDRESS (if different than Ship To):_____

TAX EXEMPT? _____**YES** _____**NO**

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____

Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: February 8, 2022
SUBJECT: Approve Petition and Waiver of Assessment for Water Service Repair at 523 7th Street NW

Background:
Resolution 2009-148 approves use of the miscellaneous assessment process by petition and waiver for financing the replacement of water and sanitary sewer services, using Minnesota Statute Chapter 429 and the Community Management Plan.

The Public Works Department has prepared a Petition and Waiver Agreement for repairs to the water service at 523 7th St. NW. The water service failed and needed to be repaired. The property owner, Martina Mendez Lopez, has completed a Petition and Waiver form to finance the costs of replacing the water service not covered by insurance. The cost of the project entered into the agreement and assessed to the property is outlined by the terms in the chart below.

Owner	Address	Purpose	Amount	Term	Rate
Martina Mendez Lopez	523 7th St. NW	Water Service Repair	$11,250.00	10 Years	4%

Recommendation:
Approve Petition and Waiver of Assessment for Water Service Repair at 523 7th St. NW

Attachments:
1. Petition & Waiver Agreement- 523 7th St. NW

PETITION AND WAIVER AGREEMENT

This Agreement made this 27th day of January, 2022 by and between the City of Faribault, a Minnesota municipal corporation ("City") and Martina Mendez Lopez a single person/husband wife ("Owner").

RECITALS

WHEREAS, the Owner is the fee owner of certain land in Rice County, Minnesota, which is located at: 523 7th St. NW and is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, the Owner has requested and the City has agreed to water service repair on the Property ("Improvements"); and

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

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

WHEREAS, the Owner requests that the City construct the Improvements without notice of hearing or hearing on the Improvements, and without notice of hearing or hearing on the assessment levied to finance the Improvements, and to levy 100 percent of the cost of the Improvements in a total amount of $11,250.00 against the Property as an assessment; and

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

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

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

1. The Owner hereby petitions the City for construction of the Improvements. The Improvements to be constructed by the City are described as follows: Water Service Repair.

2. The Owner represents and warrants that the Owner is the owner of 100 percent of the Property, that the Owner has full legal power and authority to encumber the Property as herein provided, and that as of the date hereof, the Owner has fee simple absolute title in the Property.

3. The Owner represents and warrants that the Property is not classified for tax purposes as to result in deferral of the obligation to pay the assessment; and the Owner agrees that the Owner will take no action to secure such tax status for the Property during the term of this Agreement.

4. The amount of the assessment which is to be assessed by the City against the Property is $11,250.00. The Owner requests that this amount be assessed against the Property.

5. The Owner agrees that the assessment will be payable in installments over 10 years. The Owner understands and agrees that the interest rate to be applied to the assessment will be 4 percent per annum.

6. The Owner waives the right to appeal the levy of the assessment in accordance with this Agreement pursuant to Minnesota Statutes Section 429.081, or reapportionment thereof upon land division pursuant to Minnesota Statutes Section 429.071, subdivision 3, or otherwise, and further specifically agrees with respect to such assessments against the Property or reapportionment that:

a. Any requirements of Minnesota Statutes Chapter 429 with which the City does not comply are hereby waived by the Owner;

b. The increase in fair market value of the Property resulting from construction of the Improvements will be at least equal to $11,250.00, and that such increase in fair market value is a special benefit to the Property;

c. Assessment of 100 percent of the cost of the Improvements against the Property is reasonable, fair and equitable and there are no other properties against which the cost should be assessed; and

d. The Owner further specifically waives notice and the right to appeal reapportionment of such assessment upon land division pursuant to Minnesota Statutes Section 429.071, subdivision 3.

7. The Owner agrees that the assessment may be alternatively made against the Property pursuant to Minnesota Statutes Sections 366.011, 366.012 or 415.01, or pursuant to any other authority available to the City.

8. The Owner further agrees that payment of the assessment will continue to be the Owner's personal obligation until it is paid and the Owner will pay any part of the assessment which the City is unable to collect through the assessment process.

9. The covenants, waivers and agreements contained in this Agreement shall bind the successors and assigns of the Owner and shall run with the Property and bind all successors in interest thereof. It is the intent of the parties hereto that this Agreement be in a form which is recordable among the land records of Rice County, Minnesota; and the parties hereto agree to make any changes in this Agreement which may be necessary to effect the recording and filing of this Agreement against the title of the Property.

10. This Agreement shall terminate upon the final payment of the assessment levied against the Property regarding the Improvements.

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

OWNER

By: Martina Mendez Lopez

Printed Name: Martina Mendez Lopez

By: _____

Printed Name: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF Rice)

The foregoing instrument was acknowledged before me this 27th day of January, 2022, by Martina Lopez, a single person/husband and wife.

Theresa A Manz
Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

THERESA ANN MANZ
Notary Public-Minnesota
My Commission Expires Jan 31, 2027

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

_____
Notary Public

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Its: Mayor

By: _____
Timothy C. Murray
Its: City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF RICE)

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

_____
Notary Public

This document was drafted by:

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

EXHIBIT A

Legal Description of the Property

[Insert Legal Description]

Faribo Plumbing & Heating Inc
Jandro Excavating
2345 8th Ave NW
Faribault MN 55021

Invoice

Date	Invoice #
1/28/2022	4343-2

Bill To
City of Faribault 208 1st Ave NW Faribault MN 55021

Description	Amount
Mendez Lopez - 523 7th ST NW New Water service from main to home	21,250.00
Mendez Lopez Payment	-10,000.00
Total	$11,250.00

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Travis Block, Public Works Director
MEETING DATE:	February 8, 2022
SUBJECT:	Resolution 2022-027 Accept American Rescue Plan Act Grant for Municipal Airport

Background:

The Secretary of Transportation announced on June 22, 2021, that the Faribault Municipal Airport-Liz Wall Strohfus Field is eligible for funds under the American Rescue Plan Act 2021 (Public Law 117-2) (ARPA). These funds will assist to address the COVID-19 public health emergency. Resolution 2021-193 authorized the grant application and designated the Public Works Director as signatory.

A grant has been prepared by the Federal Aviation Administration (FAA). Under the grant, the City will receive $32,000.00 which can be used for pandemic response related costs. The grant funds can also be used for debt service. The current T-hangar loan that the City has is an eligible expense. There is no local match for this grant, 100% is funded by the FAA. The attached Resolution 2022-027 accepts the grant.

Recommendation:

Approve Resolution 2022-027

Attachments:

1. Resolution 2022-027
2. FAA Grant Agreement
3. Grant Summary Form

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-027

ACCEPT AMERICAN RESCUE PLAN ACT GRANT

WHEREAS, the City operates and maintains the Faribault Municipal Airport-Liz Wall Strohfus Field for general aviation practices; and

WHEREAS, the Federal Aviation Administration (FAA) has allocated funding to U.S. airports under the American Rescue Plan Act; and

WHEREAS, the Faribault Municipal Airport-Liz Wall Strohfus Field is eligible to receive $32,000.00 in funding; and

NOW, THEREFORE BE IT RESOLVED, that the City of Faribault wishes to accept $32,000.00 of ARPA grant funding from the FAA.

Date Adopted: February 8, 2022

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

U.S. Department of Transportation Federal Aviation Administration

Airports Division
Great Lakes Region
Minnesota, North Dakota, South Dakota

FAA DMA ADO
6020 28th Ave S, Ste 102
Minneapolis, MN 55450-2700

Airport Rescue Grant Transmittal Letter

January 24, 2022

Mr. Travis Block
Faribault City Hall
208 First Ave. NW
Faribault, MN 55021

Dear Mr. Block:

Please find the following electronic Airport Rescue Grant Offer, Grant No. **3-27-0030-016-2022** for **Faribault Municipal-Liz Wall Strohfus Field Airport**. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **February 7, 2022** in order for the grant to be valid.

c. You may not make any modification to the text, terms or conditions of the grant offer.

d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the Airport Rescue Grants Frequently Asked Questions for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available here).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

E. Lindsay Butler
Manager

U.S. Department of Transportation Federal Aviation Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date January 24, 2022

Airport/Planning Area Faribault Municipal-Liz Wall Strohfus Field Airport

Airport Rescue Grant No. 3-27-0030-016-2022

Unique Entity Identifier 093914596

TO: City of Faribault

(herein called the "Sponsor")

Channeled through the State of Minnesota

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated October 21, 2021, for a grant of Federal funds at or associated with the Faribault Municipal-Liz Wall Strohfus Field Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Faribault Municipal-Liz Wall Strohfus Field Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Faribault Municipal-Liz Wall Strohfus Field incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$32,000,** allocated as follows:

   $32,000 ARPA KW2022

2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:

   a. The Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

   b. The Budget Period:

      1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

   c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before February 7, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procure a commercial sex act during the period of time that the award is in effect; or

3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.

b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or

2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –

A. Associated with performance under this Airport Rescue Grant; or

B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.

d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:

a. Gross mismanagement of a Federal grant;
b. Gross waste of Federal funds;
c. An abuse of authority relating to implementation or use of Federal funds;
d. A substantial and specific danger to public health or safety; or
e. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

a. A member of Congress or a representative of a committee of Congress;
b. An Inspector General;
c. The Government Accountability Office;
d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
e. A court or grand jury;
f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
g. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
   a. Will be maintained and used at the airport for which they were purchased; and
   b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

   The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
   a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated January 24, 2022

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

E. Lindsay Butler

(Typed Name)

Manager, FAA-DMA-ADO

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. [1]

Dated January 24, 2022

City of Faribault

(Name of Sponsor)

Travis Block

Travis Block (Jan 24, 2022 15:09 CST)

(Signature of Sponsor's Designative Official/Representative)

By: Travis Block

(Type Name of Sponsor's Designative Official/Representative)

Title: Public Works Director

(Title of Sponsor's Designative Official/Representative)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Scott Riggs , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Minnesota__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at January 24, 2022

By: _____
Scott Riggs (Jan 24, 2022 16:03 CST)

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. Chapter 471, as applicable

b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.

c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.

d. Hatch Act — 5 U.S.C. 1501, et. seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.

f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).

g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.

h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.

i. Clean Air Act, P.L. 90-148, as amended.

j. Coastal Zone Management Act, P.L. 93-205, as amended.

k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.

l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 — 29 U.S.C. 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.

s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.

u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.

v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.[2]

y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 – Environmental Justice

g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 – Procedures for predetermination of wage rates.[1]

g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).[1]

j. 49 CFR Part 20 – New restrictions on lobbying.

k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.

n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **City of Faribault**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
   A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
   B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
   C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
   D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of October 21, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at http://www.faa.gov/airports/resources/advisory_circulars and http://www.faa.gov/regulations_policies/advisory_circulars

City Of Faribault

GRANT SUMMARY FORM

Pre-Application ☐ Application ☐ Award Acceptance ☑ Amendment ☐

Department: Public Works

Contact Person: Public Works Director

Grant Name: American Rescue Plan Act 2021 (Public Law 117-2) (ARPA).

Grantor: Federal Aviation Administration (FAA)

Total Project Cost: $ 32,000.00 Total Award Amount: $ 32,000.00

Total Cash Match: $ 0.00 Total In-Kind Match: $ 0.00

Application Date: 09/14/21 Grant Period From 01/27/22 To 09/14/24

Funding Type (Federal, State, Other): Federal

CFDA Number: _____ Electronic or Hardcopy Submission: Electronic

Project Description

The Federal Government approved pandemic relief funding for Airport's under the American Rescue Plan Act. This grant is being provided to the Faribault Municipal Airport for eligible reimbursement under the program.

How is the Match Amount Determined::

Fixed Amount: _____ or % of project cost 0.00% or Other ☐

Explanation of Other:

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

Already In Department Budget: $ 0.00 Not Budgeted: $ 0.00

Proposed Source of Match: N/A

Director Approval

Administrator Approval

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Paul J. Peanasky, Parks and Recreation Director
MEETING DATE:	February 8, 2022
SUBJECT:	Approve Parks and Recreation Facility Use Agreements

Background:

Please find attached copies of the Faribault Parks and Recreation Facility Use Agreements for the 2022 season. These agreements cover facility usage for organizations using City of Faribault parks or recreational areas. They are very straight forward and are similar to past agreements. Agreements are for the following:

Faribault Baseball Association
Faribault Fastpitch Association
Faribault Softball Association
Rugby Association
Bethlehem Academy
Faribault BMX, Inc.

Recommendation:

Approve 2022 Facility Use Agreements.

Attachments:

1. Faribault Baseball Association Agreement
2. Faribault Fastpitch Association Agreement
3. Faribault Softball Association Agreement
4. Rugby Association Agreement
5. Bethlehem Academy Agreement
6. Faribault BMX Agreement

Facility Use Agreement

City of Faribault, Minnesota | Faribault Baseball Association

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

This is an agreement between the City of Faribault, hereinafter referred to as "Lessor", and the Faribault Baseball Association, hereinafter referred to as "Lessee".

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

Lease Conditions:

1. Lessee will use the designated ball fields, parking lots and public restrooms of Teepee Tonka Park and North Alexander Park as agreed upon by Lessee and Lessor.
2. Lessee will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. Lessee will be responsible for any damages done to park grounds or property during operation and/or use.
4. Lessee agrees to pay Lessor for all necessary ball field preparations.
5. Lessee agrees to disclose to Lessor all practice and game schedules in a timely manner and prior to actual activity times.
6. Lessee shall indemnify the Lessor of any and all liability claims made against Lessee resulting from any activities sponsored by Lessee.
7. Lessee shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all Lessee activities and participants.
8. Lessee agrees to schedule events during regular park hours and avoid use of said property after those hours.
9. Lessor shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to Lessee sponsored events held on said property.
10. This agreement covers the period of time from the date signed until December 31, 2022.

City of Faribault (Lessor),	**Faribault Baseball Association (Lessee),**
_____	_____
Representative	Representative
_____	_____
Date Signed	Date Signed

Facility Use Agreement

Lessor:

City of Faribault, Minnesota

Lessee:

Faribault Fastpitch Association

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

This is an agreement between the City of Faribault, hereinafter referred to as "Lessor", and the Faribault Fastpitch Association, hereinafter referred to as "Lessee".

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

Lease Conditions:

1. Lessee will use the designated ball fields, parking lots and public restrooms of North Alexander park as agreed upon by Lessee and Lessor.
2. Lessee will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. Lessee will be responsible for any damages done to park grounds or property during operation and/or use.
4. Lessee agrees to pay Lessor for all necessary ball field preparations.
5. Lessee agrees to disclose to Lessor all practice and game schedules in a timely manner and prior to actual activity times.
6. Lessee shall indemnify the Lessor of any and all liability claims made against Lessee resulting from any activities sponsored by Lessee.
7. Lessee shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all Lessee activities and participants.
8. Lessee agrees to schedule events during regular park hours and avoid use of said property after those hours.
9. Lessor shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to Lessee sponsored events held on said property.
10. This agreement covers the period of time from the date signed until December 31, 2022.

City of Faribault (Lessor),

_____
Representative

_____
Date Signed

Faribault Fastpitch Association (Lessee),

_____
Representative

_____
Date Signed

Facility Use Agreement

Lessor:

City of Faribault, Minnesota

Lessee:

Faribault Softball Association

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

This is an agreement between the City of Faribault, hereinafter referred to as "Lessor", and the Faribault Softball Association, hereinafter referred to as "Lessee".

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

Lease Conditions:

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

City of Faribault (Lessor),

_____

Representative

_____

Date Signed

Faribault Softball Association (Lessee),

_____

Representative

_____

Date Signed

Facility Use Agreement

Lessor:

City of Faribault, Minnesota

Lessee:

Rugby Players Association

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

This is an agreement between the City of Faribault, hereinafter referred to as "Lessor", and the Rugby Players Association, hereinafter referred to as "Lessee".

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

Lease Conditions:

1. Lessee will use the designated park fields, parking lots and public restrooms of said parks as agreed upon by Lessee and Lessor.
2. Lessee will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. Lessee will be responsible for any damages done to park grounds or property during operation and/or use.
4. Lessee agrees to pay Lessor for all necessary field preparations.
5. Lessee agrees to disclose to Lessor all practice and game schedules in a timely manner and prior to actual activity times.
6. Lessee shall indemnify the Lessor of any and all liability claims made against Lessee resulting from any activities sponsored by Lessee.
7. Lessee shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all Lessee activities and participants.
8. Lessee agrees to schedule events during regular park hours and avoid use of said property after those hours.
9. Lessor shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to Lessee sponsored events held on said properties.
10. This agreement covers the period of time from the date signed until December 31, 2022.

City of Faribault (Lessor),

_____
Representative

_____
Date Signed

Rugby Players Association (Lessee),

_____
Representative

_____
Date Signed

Facility Use Agreement

Lessor:

City of Faribault, Minnesota

Lessee:

Bethlehem Academy

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

This is an agreement between the City of Faribault, hereinafter referred to as "Lessor", and Bethlehem Academy, hereinafter referred to as "Lessee".

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

Lease Conditions:

1. Lessee will use the fields, parking lots and adjacent areas of Teepee Tonka Park and North Alexander Park as agreed upon by Lessee and Lessor.
2. Lessee will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. Lessee will be responsible for any damages done to park grounds during operation and/or use of the property.
4. Lessee agrees to prepare fields prior to each use.
5. Lessee agrees to disclose to Lessor all game and practice schedules in a timely manner and prior to actual activity times.
6. Lessee shall indemnify the Lessor of any and all liability claims made against Lessee resulting from any activities sponsored by Lessee.
7. Lessee shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all Lessee activities, participants and staff.
8. Lessee agrees to schedule events during regular park hours and avoid use of said property after those hours.
9. Lessor shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to Lessee sponsored events held on said property.
10. This agreement covers the period of time from the date signed until December 31, 2022.

City of Faribault (Lessor),

_____
Representative

_____
Date Signed

Bethlehem Academy (Lessee),

_____
Representative

_____
Date Signed

LEASE BETWEEN CITY OF FARIBAULT AND FARIBAULT BMX, INC.

This lease agreement is entered into this _____ day of _____, 2022, between the City of Faribault, Minnesota, Lessor, and Faribault BMX, Inc., a Minnesota non-profit corporation as Lessee.

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

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

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

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

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

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

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

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

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

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

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

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

Rules of Operation

a. Lessee's premises may not be open when the park is closed.

b. No vehicles shall be driven off the parking lot or road, or parked in the grass unless permission is granted for specific events.

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

Faribault BMX, Inc.	**City of Faribault**
By: _____	_____ Mayor
By: _____	_____ City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Paul J. Peanasky, Parks and Recreation Director
MEETING DATE:	February 8, 2022
SUBJECT:	Resolution 2022-028 Accept Donations to Parks and Recreation Department

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Background:

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

This is a request to accept a donation of $500 to Fish Camp from the Tri-Lakes Sportmen's Club, Inc., and $100 to the Tommy Allen Scholarship Fund from the Spikefest volleyball tournament.

Recommendation:

Approve Resolution 2022-028 Accept Donations to the Parks and Recreation Department in the amount of $600.00.

Attachments:

1. Resolution 2022-028 Accept Donations to Parks and Recreation Department

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-028

ACCEPT DONATIONS TO PARKS AND RECREATION DEPARTMENT

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

WHEREAS, Tri-Lakes Sportmen's Club and Spikefest Volleyball Tournament would like to donate to the Faribault Parks and Recreation Department; and

WHEREAS, Faribault Parks and Recreation Department received the following donations to be used towards the listed accounts;

Tri-Lakes Sportmen's Club	Fish Camp	$500.00
Spikefest Tournament	Tommy Allen Scholarship	$100.00

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes Faribault Parks and Recreation Department to accept the donations of $600.00 for the specified funds.

Date Adopted: February 8, 2022

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:	February 8, 2022
SUBJECT:	Resolution 2022-029 Final Project Acceptance of NW Area Watermain Improvements - City Contract 2019-12B

Background:

The NW Area Watermain Improvements – Contract 2019-12B, is complete and ready for final project acceptance. One of the requirements of the Public Facilities Authority Drinking Water Revolving Loan received for this project is for the governing board to pass a resolution acknowledging final acceptance of the project in order to make a final loan draw request. Final payment for the project was made to the contractor in November 2021.

Recommendation:

Approve Resolution 2022-029

Attachments:

1. Resolution 2022-029 Final Project Acceptance of NW Area Watermain Improvements
2. (2019-12B) Pay Req. 4 _ Final

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-029

FINAL PROJECT ACCEPTANCE OF NW AREA WATERMAIN IMPROVEMENTS-CITY CONTRACT 2019-12B

WHEREAS, Contract 2019-12B has in all things been completed, and the City Council being fully advised in the premises.

NOW, THEREFORE BE IT RESOLVED, that we do hereby accept said completed project for and on behalf of the City of Faribault and authorize final payment as specified herein.

Date Adopted: February 8, 2022

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

City of Faribault
1200 Belview Ave,
Faribault, MN 55021

Contract Number: 2019-12B
Final Pay Request Number: 4

Project Number	Project Description
201912B	NW Area Watermain Improvements

Contractor: Ryan Contracting Co. PO Box 246 Elko, MN 55020	**Vendor Number:** 4 **Up To Date:** 10/31/2021

Contract Amount		Funds Encumbered	
Original Contract	$684,040.75	Original	$684,040.75
Contract Changes	$0.00	Additional	N/A
Revised Contract	$684,040.75	Total	$684,040.75

Work Certified To Date	
Base Bid Items	$655,829.78
Contract Changes	$
Material On Hand	$0.00
Total	$655,829.78

Project	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
201912B	$14,270.50	$655,829.78	($32,077.96)	$609,481.32	$46,348.46	$655,829.78

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
$14,270.50	$655,829.78	$0.00	$609,481.32	$46,348.46	$655,829.78
		Percent: Retained: 0%	Percent Complete: 95.88%		
				Amount Paid this Final Pay Request: $46,348.46	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

City of Faribault
1200 Belview Ave,
Faribault, MN 55021

Approved By Mark W. DuChene

City Engineer

Date 11/3/2021

Approved By Ryan Contracting Co.

Contractor

Date 11/1/2021

Project No. : 201912B
Final Pay Request No. : 4
Contract No.: 2019-12B

Certificate of Final Contract Acceptance
Final Voucher Number: 4

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated _____ Signature _____ County/City/Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is $655,829.78 and agrees to the amount of $46,348.46 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Ryan Contracting Co. By _____ President

And _____ And _____ State of ,

On This 1 Day November, 2021, Before me appeared _____ To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as _____ free to act and deed

(Corporate Acknowledgment)

Thomas J. Ryan And _____, to me personally known, who, being each by me duly sworn

each did say that they are respectively the President and _____ of the

Ryan Contracting Co. Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

President and said _____ and _____

acknowledged said instrument to be the free act and deed of said Corporation.

Notarial Seal — My Commission as Notary Public in Dakota County

Expires 1/31/25 Signature

BETH R. TATGE
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2025

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated _____ Signature _____ District Engineer

City of Faribault
1200 Belview Ave, Faribault, MN 55021
Contract No: 2019-12B
Final Pay Request No. 4

City of Faribault
Certificate of Final Acceptance
Board Acknowledgment

Contract Number: 2019-12B
Contractor: Ryan Contracting Co.
Date Certified: 10l/31/2021
Payment Number: 4

Whereas; Contract No. 2019-12B has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of City of Faribault and authorize final payment as specified herein.

State of

I, _____, agency_name within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

City of Faribault
1200 Belview Ave,
Faribault, MN 55021

Dated this _____ day of _____, 20___

At _____,

Signed By _____

City of Faribault

(SEAL)

Contract Payment Summary				
Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-07-31	$45,000.00	$2,250.00	$42,750.00
2	2021-08-31	$395,344.00	$19,767.20	$375,576.80
3	2021-09-30	$201,215.28	$10,060.76	$191,154.52
4	2021-10-31	$14,270.50	($32,077.96)	$46,348.46

Contract Funding Category Summary						
Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
601	1	$655,829.78	$0.00	$609,481.32	$46,348.46	$655,829.78

Contract Funding Source Summary					
Accounting Number	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
601	Water Utility Fund	$46,348.46	$684,040.75	$684,040.75	$655,829.78

Project Payment Summary					
Project	Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
201912B	1	2021-07-31	$45,000.00	$2,250.00	$42,750.00
201912B	2	2021-08-31	$395,344.00	$19,767.20	$375,576.80
201912B	3	2021-09-30	$201,215.28	$10,060.76	$191,154.52

201912B	4	2021-10-31	$14,270.50	($32,077.96)	$46,348.46

Project Funding Category Summary

Project	Funding Category Name	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
201912B	601	$655,829.78	$0.00	$609,481.32	$46,348.46	$655,829.78

Project Funding Source Summary

Project	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
201912B	601	$46,348.46	$684,040.75	$684,040.75	$655,829.78

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
201912B	1	2021.501	MOBILIZATION	LUMP SUM	$40,000.00	1	0	$0.00	1	$40,000.00
201912B	2	2101.501	CLEARING & GRUBBING	LUMP SUM	$12,000.00	1	0	$0.00	1	$12,000.00
201912B	3	2104.503	REMOVE WATER MAIN	LIN FT	$25.00	10	0	$0.00	10	$250.00
201912B	4	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	$10.00	74	0	$0.00	74	$740.00
201912B	5	2105.507	COMMON EXCAVATION	CU YD	$5.00	3996	0	$0.00	3996	$19,980.00
201912B	6	2106.507	SELECT GRANULAR EMBANKMENT (CV)	CU YD	$20.00	826	0	$0.00	826	$16,520.00
201912B	7	2211.509	AGGREGATE BASE CLASS 5	TON	$20.00	1005	0	$0.00	984.81	$19,696.20
201912B	8	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	$2.25	115	90	$202.50	90	$202.50

City of Faribault
1200 Belview Ave,
Faribault, MN 55021

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
201912B	9	2360.504	TYPE SP 9.5 WEAR CRS MIX(3;C)3.0" THICK	SQ YD	$38.00	74	0	$0.00	86.7	$3,294.60
201912B	10	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3;C)	TON	$77.00	173	0	$0.00	133.06	$10,245.62
201912B	11	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3;C)	TON	$72.00	231	0	$0.00	176.38	$12,699.36
201912B	12	2501.502	12" RC PIPE APRON	EACH	$1,000.00	2	0	$0.00	2	$2,000.00
201912B	13	2501.503	12" RC PIPE CULVERT	LIN FT	$50.00	60	0	$0.00	60	$3,000.00
201912B	14	2502.503	6" PERF PVC PIPE DRAIN	LIN FT	$20.00	437	428	$8,560.00	828	$16,560.00
201912B	15	2502.602	6" PVC PIPE DRAIN CLEANOUT	EACH	$400.00	1	0	$0.00	1	$400.00
201912B	16	2503.503	18" RC PIPE SEWER	LIN FT	$60.00	12	0	$0.00	12	$720.00
201912B	17	2503.601	BORING PIT	EACH	$5,000.00	2	0	$0.00	2	$10,000.00
201912B	18	2503.608	DUCTILE IRON FITTINGS	POUND	$8.00	2045	0	$0.00	2196	$17,568.00
201912B	19	2504.602	6" GATE VALVE & BOX	EACH	$2,300.00	6	0	$0.00	6	$13,800.00
201912B	20	2504.602	10" GATE VALVE & BOX	EACH	$3,700.00	1	0	$0.00	1	$3,700.00
201912B	21	2504.602	12" GATE VALVE & BOX	EACH	$4,300.00	7	0	$0.00	7	$30,100.00
201912B	22	2504.602	16" BUTTERFLY VALVE & BOX	EACH	$6,000.00	2	0	$0.00	2	$12,000.00
201912B	23	2504.602	HYDRANT	EACH	$4,000.00	6	0	$0.00	6	$24,000.00
201912B	24	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	$3,000.00	3	0	$0.00	3	$9,000.00
201912B	25	2504.603	6" PVC WATERMAIN	LIN FT	$49.00	62	-8	($392.00)	52	$2,548.00

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
201912B	26	2504.603	10" PVC WATERMAIN	LIN FT	$50.00	974	40	$2,000.00	967	$48,350.00
201912B	27	2504.603	12" PVC WATERMAIN	LIN FT	$60.00	1758	65	$3,900.00	1759	$105,540.00
201912B	28	2504.603	16" PVC WATERMAIN	LIN FT	$90.00	605	0	$0.00	604	$54,360.00
201912B	29	2504.603	12" PVC WATERMAIN (INSTALLED IN CASING W/ RACI SPACERS)	LIN FT	$75.00	380	0	$0.00	400	$30,000.00
201912B	30	2503.603	24" HDPE CASING PIPE (TRENCHLESS)	LIN FT	$250.00	380	0	$0.00	400	$100,000.00
201912B	31	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL (SKIMMER)	EACH	$5,000.00	1	0	$0.00	1	$5,000.00
201912B	32	2511.507	RANDOM RIPRAP CLASS III	CU YD	$70.00	28	0	$0.00	14	$980.00
201912B	33	2531.503	CONCRETE CURB & GUTTER DESIGN B612	LIN FT	$16.00	1338	0	$0.00	1038	$16,608.00
201912B	34	2531.504	8" CONCRETE DRIVEWAY PAVEMENT (HIGH EARLY)	SQ YD	$100.00	66	0	$0.00	0	$0.00
201912B	35	2531.604	8" CONCRETE VALLEY GUTTER (HIGH EARLY)	SQ YD	$120.00	19	0	$0.00	0	$0.00
201912B	36	2573.502	STABILIZED CONSTRUCTION EXIT	EACH	$500.00	2	0	$0.00	0	$0.00
201912B	37	2573.502	STORM DRAIN INLET PROTECTION	EACH	$125.00	1	0	$0.00	0	$0.00
201912B	38	2573.503	SILT FENCE; TYPE MS	LIN FT	$2.00	888	0	$0.00	1407	$2,814.00
201912B	39	2574.507	COMMON TOPSOIL BORROW	CU YD	$20.00	713	0	$0.00	0	$0.00
201912B	40	2575.508	SEED MIXTURE 25-141	POUND	$5.00	141	0	$0.00	87.5	$437.50
201912B	41	2575.604	ROLLED EROSION PREVENTION CATEGORY 20	SQ YD	$1.50	11550	0	$0.00	7144	$10,716.00

City of Faribault
1200 Belview Ave,
Faribault, MN 55021

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid Totals:								$14,270.50		$655,829.78

Project Category Totals

Project	Category	Amount This Request	Amount To Date
201912B	NW Area Watermain Improvements	$14,270.50	$655,829.78

Contract Change Item Status

Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:										$		$

Contract Total	$655,829.78

Contract Change Totals

Number	Description	Amount This Request	Amount To Date

Material On Hand Additions

Line	Item	Description	Date	Added	Comments

Material On Hand Balance

Line	Item	Description	Date	Added	Used	Remaining

DEPARTMENT OF REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-144-964-768
Submitted Date and Time:	29-Oct-2021 11:30:11 AM
Legal Name:	RYAN CONTRACTING CO
Federal Employer ID:	41-1688270
User Who Submitted:	RyanContracting
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**615845888**
Minnesota ID:	1164420
Project Owner:	CITY OF FARIBAULT
Project Number:	NW AREA IMP
Project Begin Date:	09-Aug-2021
Project End Date:	24-Sep-2021
Project Location:	FARIBAULT
Project Amount:	$684,040.75

Subcontractor Summary

Name	ID	Affidavit Number
MATHY CONSTRUCTION CO	8749839	998576128
PARKE CORPORATION	2573416	1069092864

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please print this page for your records using the print or save functionality built into your browser.

Beth Tatge

From:	rob@subsurfacedrilling.com
Sent:	Friday, September 24, 2021 5:14 AM
To:	Beth Tatge
Subject:	FW: Your Recent Contractor Affidavit Request
Attachments:	scan.pdf

Thank you,
Rob

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-691-634-848
Submitted Date and Time:	24-Sep-2021 5:01:21 AM
Legal Name:	PARKE CORPORATION
Federal Employer ID:	45-5308567
User Who Submitted:	freezzing
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**1069092864**
Minnesota ID:	2573416
Project Owner:	CITY OF FARIBAULT
Project Number:	1122
Project Begin Date:	09-Aug-2021
Project End Date:	20-Aug-2021
Project Location:	FARIBAULT
Project Amount:	$60,000.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

How to View and Print this Request

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This message and any attachments are solely for the intended recipient and may contain nonpublic / private data. If you are not the intended recipient, any disclosure, copying, use, or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify us and immediately and permanently delete this message and any attachments. Thank you.

DEPARTMENT OF REVENUE

Your Contractor Affidavit request is Approved. A copy of this page MUST be provided to the contractor or government agency that hired you.

Submitted Date and Time:	1-Oct-2021 12:23:57 PM
Confirmation Number:	1-173-736-608
Name:	MATHY CONSTRUCTION CO
ID:	8749839
Affidavit Number:	**998576128**
Project Owner:	CITY OF FARIBUALT
Project Number:	2019-12B
Project Begin Date:	9/10/2021
Project End Date:	9/23/2021
Project Location:	FARIBAULT NW AREA WATERMAIN
Project Amount:	$26,712.88
Subcontractors:	No Subcontractors

Please print this page for your records using the print or save functionality built into your browser.

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, Assistant to the City Administrator
MEETING DATE:	February 8, 2022
SUBJECT:	Resolution 2022-031 Approve Massage Licenses

Background:

Andrea Calderon and Valeria Hullett have submitted applications to the City for Massage Therapist Licenses. The applicants have completed the proper paperwork and paid the required fees. Background checks are currently in process at the Police Department. If approved, the licenses will be in effect from February 9, 2022 - January 31, 2023.

Recommendation:

Approve Resolution 2022-031

Attachments:

1. Resolution 2022-031 Approve Massage Therapist Licenses

2tate of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-031

APPROVE MASSAGE THERAPIST LICENSES

WHEREAS, Andrea Calderon and Valerie Hullett have presented applications to the City of Faribault for Massage Therapist Licenses; and

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

WHEREAS, the Police Department has completed the required background investigation;

NOW, THEREFORE BE IT RESOLVED, that the above-named applicants be granted Massage Therapist licenses with the City of Faribault for the term of February 9, 2022 to January 31, 2023.

Date Adopted: February 8, 2022

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:	Travis Block, Public Works Director
MEETING DATE:	February 8, 2022
SUBJECT:	Approve Hangar Rental Agreement

Background:

The City has received a new Hangar rental Agreement from Brenden Selk of Farmington, MN due to a recent vacancy. The lease term expires on December 31, 2022.

Recommendation:

Staff recommends that the Council approve the above referenced Hangar Rental Agreement.

Attachments:

1. Hangar Rental Agreement - Selk, Brenden

HANGAR RENTAL AGREEMENT

In consideration of the provisions of this agreement, the City grants to the occupant, and the occupant accepts and takes the right to occupy and use a hangar space located at the Faribault Municipal Airport for aircraft storage. The right to occupy and use hangar space is subject to the terms and conditions of the provisions in this agreement.

This hangar rental agreement is made on: February 1, 2022

by and between the City of Faribault, a municipal corporation (the "City") and the occupant set forth in Section 1 of this agreement (the "Occupant");

SECTION 1 – OCCUPANT

1.1 Occupant Name: Brenden Selk

Occupant Address: 506 14th St.
Farmington, MN 55024

Phone: 651-202-6126

E-Mail (optional) w8tailwind@charter.net

Aircraft Registration No. N72216

Referred to as the "Occupant" in this document.

1.2 Registered Aircraft Owner/Lessee. The occupant must be a registered aircraft owner or lessee. The occupant must provide the City with a copy of aircraft registration and/or aircraft lease. These documents must be on file with the City prior to occupying a hangar. The occupant must inform the City of any changes in their status as to ownership or lease of an aircraft. From time to time, the City may require occupants to provide copies of their most recent aircraft registration.

1.3 Grace Period for Providing Registration/Lease Documentation. An existing hangar occupant must retain a valid aircraft registration or lease document to maintain possession of the hangar. There is an automatic sixty-day grace period for existing occupants to provide current aircraft registration or lease documents to the City. The City may, at its option, grant an additional sixty-day grace period to an existing occupant, if an existing occupant makes a written request and the City approves the request.

SECTION 2 – HANGAR

2.1 Hangar. This agreement is for Hangar # 441, in Building # 4 as identified on the map maintained by the City of Faribault Public Works Department.

2.2 Use of Hangar. The occupant has the right and privilege to use the hangar to store aircraft during the term of this agreement. The occupant's rights and privileges to use the hangar only pertain to aircraft storage and to no other purpose without the prior written consent of the City, except that other items incidental to the use of an aircraft may be stored therein.

It is the intention that the hangar leased pursuant to this agreement shall not be used for commercial purposes. Storage of an airplane owned by, or used in a business, where such use is incidental to the business, shall not be deemed commercial use of the hangar. The occupant may service and maintain occupant's aircraft, but may not service aircraft owned by others in the rented hangar space.

2.3 Hangar Door to be Closed. The occupant is responsible for ensuring the hangar door is closed at all times, except when entering or exiting the hangar. The occupant is responsible for, and holds the City harmless from, any damage or destruction to the door or to the hangar attributable to or caused wholly or partly by the occupant's failure to comply with this provision.

2.4 Condition of the Hangar. The occupant accepts the hangar in the condition existing on the date of this agreement. The City has no obligation to make any alteration, addition or improvement to the hangar.

2.5 Maintenance of the Hangar. The occupant, at occupant's own expense, must maintain the hangar in a safe, non-hazardous, neat, clean, and sanitary condition. No explosive, flammable or hazardous materials shall be stored in the leased hangar, provided, however, that materials incidental to the use and maintenance of the aircraft stored in the hangar may be kept in the hangar in such amounts as are reasonable for the above described purposes. Storage and use of such materials shall, at all times, comply with all federal, state and local laws, ordinances and regulations. Improper handling or disposal of hazardous materials shall be grounds for termination of this agreement.

The city, or its agent, will provide snow removal services to the area of the leased hangar and taxi-ways as close to the leased hangar entrance as possible, but the occupant will be primarily responsible for removal of snow and ice immediately in front of the leased premises.

The occupant is to report any maintenance concerns to the Airport Manager/FBO. If the manager is not available, occupant is to contact: Public Works Department, City of Faribault, 1200 Belview Trail, Faribault, MN 55021, (507) 333-0361, or to another address or telephone number as may be assigned to the responsible department of the City.

2.6 Fixtures; Improvements. The occupant cannot attach or install any fixture in the hangar, nor can the occupant repair, reconstruct, enlarge, add to or alter the hangar or any part of the hangar, without prior written consent of the City. Any fixtures or improvements added will be at the occupant's sole expense.

2.7 Ownership. The hangar, and all structural repairs, improvements, alterations, or additions made by the occupant, and any fixtures permanently attached to the hangar during the term of this agreement, become and remain the property of the City.

SECTION 3 – PAYMENTS, OTHER OCCUPANT RESPONSIBILITIES

3.1 Term. This agreement takes effect on the date hereof, and expires on December 31, _____. This agreement will automatically renew on a month by month basis, beginning on the first day of month following the expiration date of this agreement, or on other date as described in this agreement. The agreement automatically renews for an unlimited number of additional one-month terms until the agreement is terminated for any of the reasons described in the termination section of this agreement. An additional monthly fee (as provided for in the City's adopted fee schedule) will be assessed after the expiration of this agreement, and until a new agreement is signed.

3.2 Payments. The occupant must pay the amount identified in the City's fee schedule to the City on or before the first day of each month. The City Council reviews, revises and adopts the fee schedule annually. So long as payments are received in a timely manner, this agreement will remain in effect. Payments are to be made at the time and place indicated on the monthly billing. Correspondence can be sent to: Public Works Department, City of Faribault, 208 NW 1st Ave, Faribault, MN 55021, and (507) 333-0361. Occupants are responsible for informing the City of any changes in billing address.

3.3 Utilities. No utilities may be connected to a hangar, other than electricity provided by the City, unless prior written consent is received from the City. In the case of additional permitted utilities, the occupant is responsible for promptly paying all charges for using utilities. Utilities include, but are not limited to: water, gas, electricity, telephone, rubbish removal, or any other utility used or consumed in connection with or in the hangar during the term of this agreement. The occupant must be able to, within a reasonable time after a request by the City, provide proof of utility payments to the City.

3.4 Taxes. Should a determination be made that the interest of the occupant in this agreement is taxable in any way, and should any tax be levied, the occupant is responsible for promptly paying the tax when due. The occupant must be able to, within a reasonable time after a request by the City, provide proof of tax payments to the City.

3.5 Mortgages; Assignment. The occupant cannot mortgage, encumber, assign as security, transfer, assign, or sublet their interest in this agreement, in whole or in part, without receiving prior written consent from the City. Violations of this provision will terminate this agreement.

SECTION 4 – CITY OF FARIBAULT RIGHTS, RESPONSIBILITIES

4.1 Inspection. The occupant must allow the City access to the hangar, for the purpose of conducting inspections of the hangar to determine whether the occupant is complying with the provisions of this agreement. The occupant may be a party to the compliance inspection; however, the City is not required to notify the occupant nor make any accommodation to the occupant before conducting compliance inspections.

4.2 Maintenance. The occupant must allow the City access to the hangar, for the purpose of conducting maintenance on the hangar. The occupant may be a party to access for maintenance purposes; however, the City is not required to notify the occupant of its intent to conduct maintenance.

4.3 Access to Aircraft. The City of Faribault will not operate, move, or otherwise change the position of any aircraft. The Fixed Base Operator, or occupant will be contacted to operate, move, or otherwise change the position of any aircraft, if such action is necessary for inspection or maintenance in a hangar. During periods of maintenance and/or inspection of hangars, should the aircraft need to be tied down on the apron, any fees that are or may be in place will be waived.

4.4 Residential Through the Fence Access. The City of Faribault will not permit or enter into any arrangements that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport.

SECTION 5 – TERMINATION PROVISIONS

5.1 Termination. Either party to this agreement may, at any time and for any reason, terminate this agreement upon thirty days advance written notice to the other party. Billing for final payment will include the last full month (including periods of more than fifteen days).

5.2 Default. In the event the occupant defaults in the performance of any provisions of this agreement and the default continues for a period of twenty days after service of written notice of the default by the City on the occupant, the City may repossess the hangar or

any portion of it with or without terminating this agreement. Any such action by the City is done without prejudice to any other remedy for any payments due the City or other breach of agreement provision. In the case of default by the occupant, the City may, at its option, terminate this agreement by giving written notice of the termination. The rights and remedies given to the City are deemed to be cumulative, and the exercise of one cannot be deemed to be an election by the City to exclude the exercise of any other right or remedy at a different time.

5.3 Destruction. In the event the hangar is destroyed by any cause, whether natural or man-made, or is rendered unusable for any reason (as determined by the City), this agreement immediately and without further action terminates. In such an event, the occupant is to surrender possession of the hangar to the City. The City is to refund any amounts paid by the occupant as consideration, for the month in which such destruction occurs. The refund is to be equal to the proportion of the number of days in the month following the destruction to the number of days in the month.

5.4 Notice of Vacation. Prior to vacating the hangar for any reason, the occupant is to deliver to the City a notice of their intent to vacate the hangar. The occupant understands and agrees that up to five days before vacating the hangar and up to three days after vacating the hangar, the City may conduct vacation inspections to determine whether the occupant has complied with the provisions of this agreement. The occupant may be a party to the vacation inspection; however, the City is not required to make unreasonable accommodations in order to allow the occupant to be present at vacation inspections.

5.5 Removal of Items. The occupant cannot, under any circumstances, remove any property belonging to the City, including fixtures attached to and made part of the hangar, from the hangar.

5.6 Surrender of Possession. The occupant must peaceably vacate and quietly yield and surrender the hangar upon termination of this agreement. The occupant must surrender the hangar to the City in as good condition and repair as existed the date the occupant began using the hangar, with reasonable wear and tear excepted. Keys issued, as well as any copies that may have been made, must be given to the City upon termination.

SECTION 6 – OTHER PROVISIONS

6.1 Liability provisions; Indemnification; Insurance:

Notwithstanding anything to the contrary in this agreement, the City, its officers, agents, and employees shall not be liable or responsible in any manner to the occupant, occupant's successors or assigns, the occupant's contractor or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this agreement or the performance of this agreement, nor will the occupant make any claim against the City for or on account of any injury, loss or damage resulting from the occupant's property or use thereof. The occupant, and the occupant's successors or

assigns, agree to protect, defend and save the City, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting services, and other technical, administrative or professional assistance. Nothing in this agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.

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

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

6.2 Transferring, subletting, selling: The occupant shall not assign, transfer, sublet or sell any interest in this agreement or in the improvements located on the property. Upon termination of this agreement by either party under the provisions of this agreement, the hangar will be made available for rent to interested parties on the waiting list maintained by the Airport Manager. No exceptions to this provision shall be permitted without prior written consent of the City. Failure to obtain prior written consent before assigning, subletting, or selling any interest in this agreement or in the improvements located on this property shall be sufficient grounds for terminating this agreement without obligation of the City to the occupant.

6.3 Use of Airport Facilities. The occupant has the privilege of using the public portions of the airport. Use of the airport is under the rules and conditions as now exist or may be enacted in the future by the City, the State of Minnesota, or the United State government. The occupant is subject to customary charges for such use as may be established from time to time by the City.

6.4 Compliance with Laws. The occupant agrees to abide by and conform to all laws, rules, and regulations, including future amendments, controlling or affecting the use or occupancy of the hangar.

6.5 Discrimination. The occupant, in the use of the Faribault Municipal Airport or any facilities, including the hangar, at the Airport, shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color or national origin or in any manner prohibited by Part 21 of the Regulations of the Office of the United States Secretary of Transportation. The occupant further agrees to comply with any requirement made to enforce such regulation which may demanded of the City by the United States government under authority of said Part 21.

6.6 Civil Rights: Occupant agrees that it will comply with applicable laws, statutes and rules that are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates occupant or its transferee for the period during which federal assistance is extended to the airport, except where federal assistance is to provide, or is in form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (1) the period during which the property is used by the sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (2) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

6.7 General Provisions:

a. Airport Access

Occupant has the privilege of using the public portions of the airport, such as runways and other public facilities, under such terms, ordinances, rules and regulations as now exist or may be enacted by City, and subject to charges for such use as may be established by City, by ordinance or agreement with occupant.

b. Waiver

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

c. Headings

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

d. Entire Agreement; Amendments

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

e. Severability

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

f. Choice of Law and Venue

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

g. Public Data

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

h. Commitments to Federal and State Agencies

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

i. Successors

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

j. Relationship of Parties

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

k. Multiple Parties

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

l. Consent and Approvals

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

m. Notice

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

If to the City: City of Faribault
Department of Public Works
208 NW 1st Avenue
Faribault, MN 55021

If to the occupant: Brendan Selk
506 14th St.
Farmington, MN 55024

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

This agreement takes effect when it has been approved by the City Council of the City of Faribault or City Council's designated officer, is signed by occupant, and is accompanied by payment of one month's charges and other information, as provided in the agreement.

The term of this agreement begins on the date indicated: February 1, 2022

CITY OF FARIBAULT:

Dated: _____

By: _____
Kevin F. Voracek
Mayor

Attest: _____
Timothy C. Murray
City Administrator

OCCUPANT:

Dated: 2/2/22

By: _____
Occupant

SJR-227695v3
FA105-24

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Mark DuChene, City Engineer
MEETING DATE:	February 8, 2022
SUBJECT:	Resolution 2022-033 Receive/File Feasibility Report and Establish Public Hearing for 2022 MSA Street Reconstruction Improvements - Contract 2022-04

Background:

Attached is the feasibility report detailing the proposed improvements for the 2022 MSA Street Reconstruction Improvements - Contract 2022-04 project by including removals, watermain replacement, sanitary sewer replacement, lot services, storm sewer construction, grading, aggregate base, sidewalk replacement, bituminous paving, turf restoration and related improvements.

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

10th Street SW	(Prairie Avenue to 9th Avenue SW)
Prairie Avenue	(Springwood Lane to Trailwood Lane)

The preliminary total estimated cost of the improvements, including 10% contingency and 15% engineering, is $1,224,400.00. Proposed funding for the project is as follows:

Municipal State Aid Funds (MSAS)	$ 939,700.00	76.7%
Water Utility Fund (601)	$ 128,850.00	10.5%
Sewer Utility Fund (602)	$ 105,850.00	8.6%
Storm Water Utility Fund (603)	$ 50,000.00	4.1%
Total	$ 1,224,400.00	100.0%

The attached resolution also establishes a Public Hearing before the City Council for this project on March 8, 2022. Prior to the hearing, a virtual informational meeting will be conducted with the abutting property owners to review the proposed improvements. It is tentatively planned to receive bids on this project in April 2022, with construction to begin in May/June 2022, and be substantially completed by the end of September 2022.

Recommendation:

Approve Resolution 2022-033

Attachments:

1. Resolution 2022-033 Receive/File Feasibility Report and Establish Public Hearing for 2022 MSA Street Reconstruction Improvements - Contract 2022-04
2. (2022-04) Feasibility Report
3. Project Location 2022-04

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-033

RECEIVE/FILE FEASIBILITY REPORT AND ESTABLISH PUBLIC HEARING FOR 2022 MSA STREET RECONSTRUCTION IMPROVEMENTS - CONTRACT 2022-04

WHEREAS, a report has been prepared by the City Engineering Department with reference to the 2022 MSA Street Reconstruction Improvements - Contract 2022-04 project by including removals, watermain replacement, sanitary sewer replacement, lot services, storm sewer construction, grading, aggregate base, sidewalk replacement, bituminous paving, turf restoration and related improvements:

10th Street SW	(Prairie Avenue to 9th Avenue SW)
Prairie Avenue	(Springwood Lane to Trailwood Lane)

NOW, THEREFORE BE IT RESOLVED, that the Council will consider the 2022 MSA Street Reconstruction Improvements - Contract 2022-04 project by including removals, watermain replacement, sanitary sewer replacement, lot services, storm sewer construction, grading, aggregate base, sidewalk replacement, bituminous paving, turf restoration and related improvements:

10th Street SW	(Prairie Avenue to 9th Avenue SW)
Prairie Avenue	(Springwood Lane to Trailwood Lane)

in accordance with the feasibility report.

ALSO, BE IT RESOLVED, a public hearing shall be held on such proposed improvements on the 8th day of March, 2022 in the Council Chambers of the City Hall at 6:00 p.m. and the Administrator shall give mailed and published notice of such hearing of improvements as required by law.

Date Adopted: February 8, 2022

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

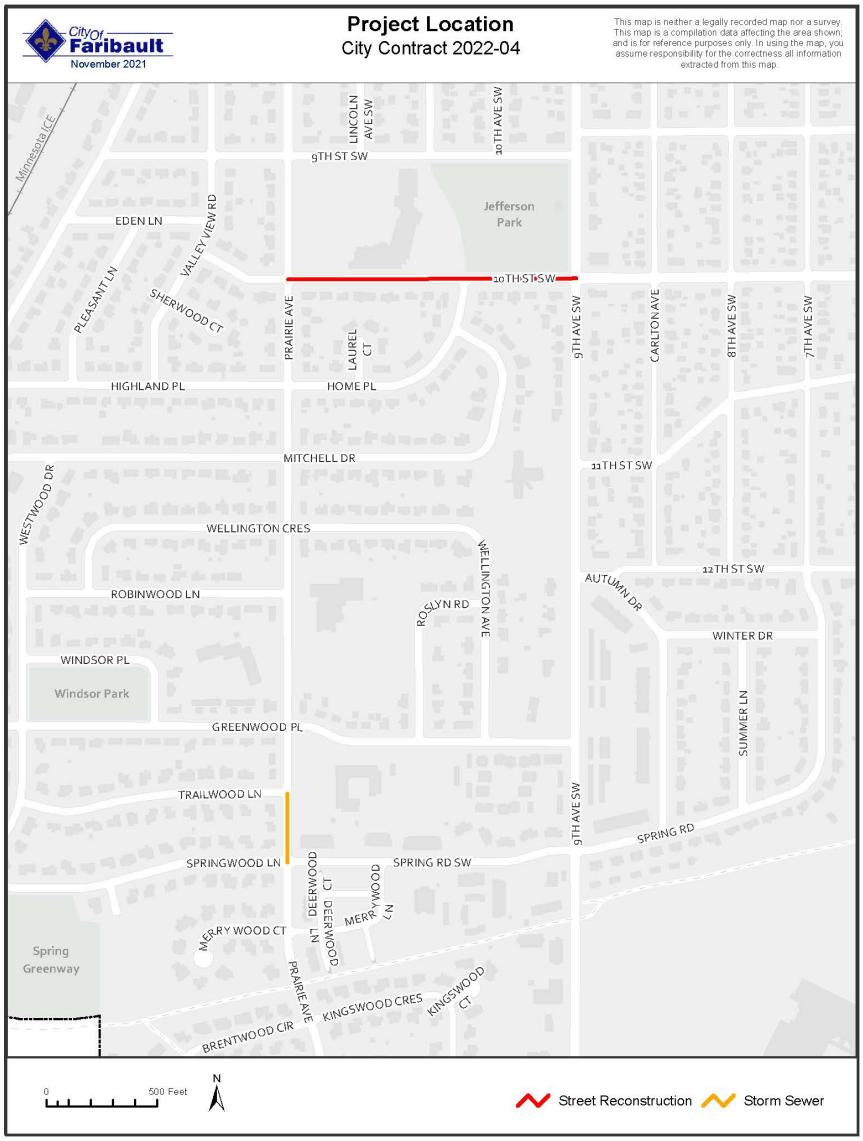
2022 MSA STREET RECONSTRUCTION IMPROVEMENTS

FEASIBILITY REPORT
Contract 2022-04

Project Location

10th Street SW	-	9th Avenue SW to Prairie Avenue
Prairie Avenue SW	-	Springwood Lane to Trailwood Lane

Project Location Map



Project Initiation

The improvements are included in the approved 2022-2026 Capital Improvements Plan (CIP) as well as the approved 2022 Annual Budget. The project was formally initiated upon the passage of Resolution 2021-252 by the City Council on November 23, 2021, which also ordered the preparation of this report.

These improvements are non-petitioned, and proposed to be funded without the use of special assessments, a simple majority vote of the City Council is required to proceed. In general, street and utility improvements are programmed annually and included in the Capital Improvement Plan and Budget based on the age of the streets coupled with an inspection of the existing pavements.

Project Scope

Part 1: 10th Street SW – 9th Avenue SW to Prairie Avenue

Street Improvements: The right of way (ROW) width for 10th Street SW is 66 feet and the current roadway is a 37-foot-wide (back-of-curb to back-of-curb) urban roadway section with curb and gutter on both sides and a 6-foot sidewalk on the north side. The roadway was platted in 1955 as part of the Jefferson Addition plat and originally constructed in the 1950's. A review of records available indicate the road was last overlaid in 1993. Proposed street improvements include the full reconstruction of the roadway section with 14" aggregate base, B618 concrete curb and gutter, and 6" of bituminous pavement. The proposed width for the reconstructed street is 40-feet (face of curb to face of curb). Due to the presence of Jefferson Elementary School on the north side and the number of activities hosted at the school site both during and outside of the normal school calendar, it is proposed to widen 10th Street SW to accommodate two 12-foot drive lanes (one in each direction) as well as an 8-foot parking lane on both sides of the street.

City staff have been coordinating with ISD 656 representatives of Jefferson Elementary School to discuss their student pick up/drop off procedures. One possibility being explored is the reopening of the driveway access to the east parking lot at the intersection of Home Place and 10th Street NW. Home Place between the school and east ball fields was previously a public street within a dedicate public right-of-way.

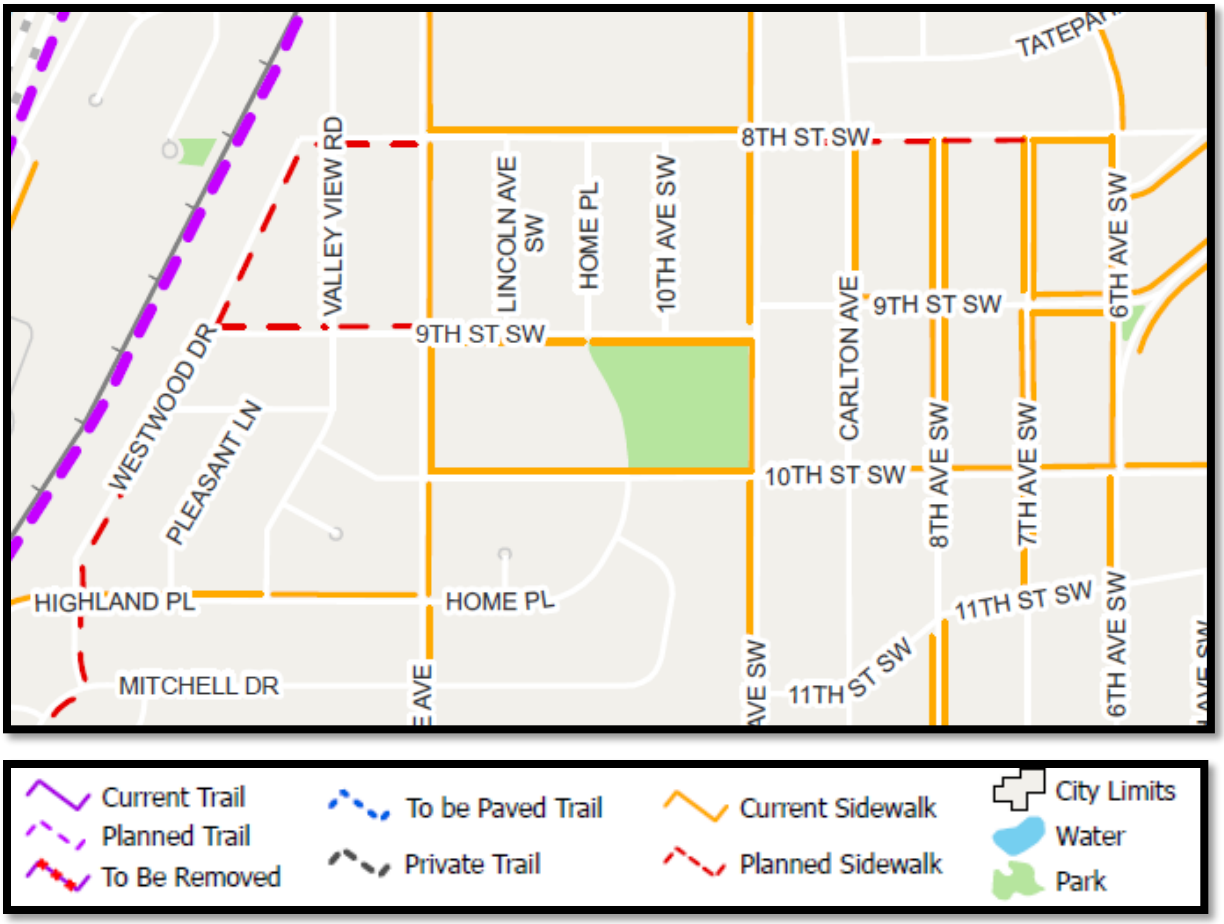
10th Street SW Pictures

Sanitary Sewer: The sanitary sewer was installed in 1956, consisting of 8" vitrified clay pipe (VCP). It is proposed to replace the piping with new 8" PVC, with new precast concrete manholes. Individual service lines will be replaced out from the main to the boulevard, typically with 4" or 6" PVC piping depending on the property use.

Watermain: The watermain is 6" pipe (material unknown), installed in 1956. There are two recorded watermain breaks on this segment of watermain (2005 & 2007). It is proposed to replace the main with new 8" PVC watermain. Individual service lines generally will be replaced with 1" copper or matching size to existing. New valves and hydrants will also be included with the project. Temporary water services will be set up during the construction to maintain service to the area properties.

Storm Sewer: There is existing storm sewer in 10th Street SW only at the intersections with Prairie Avenue and 9th Avenue SW. It is proposed to replace this system with new RCP pipe and new precast concrete drainage structures meeting the state aid design standards for storm sewer systems.

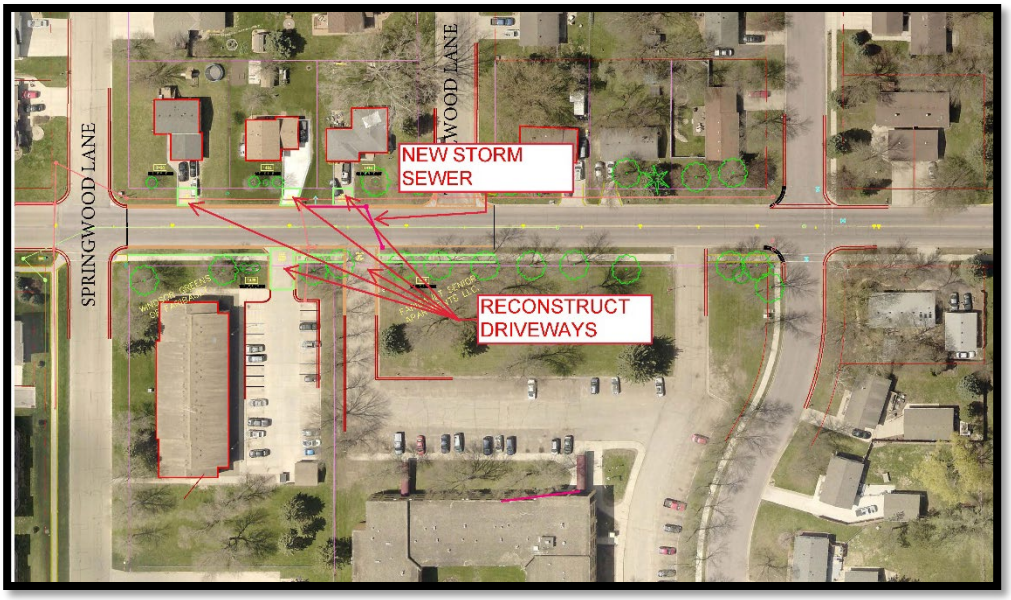
Sidewalks: There is an existing sidewalk on the north side of 10th Street SW adjacent to Jefferson School. This sidewalk is generally 6-feet wide and adjacent to the property line. The sidewalk is widened all the way to the curb along the school building to facilitate student pick up/drop off. No new sidewalk is planned and existing sidewalk will be replaced as necessary either due to road design changes or sidewalk that is in a hazardous condition.



Snapshot of 2021 Comp. Sidewalk and Trails Plan

Part 2: Prairie Avenue – Springwood Lane to Trailwood Lane

<u>Street/Storm Sewer Improvements:</u> There is a low point in Prairie Avenue between Springwood Lane and Trailwood Lane that during significant rain events can cause localized flooding to occur with ponding depths of water up to approximately 3 feet. The proposed project is to reconstruct Prairie Avenue including removing and replacing pavement, curb and gutter, driveways and sidewalks as necessary to raise the low point and reduce the depth and frequency of ponding that occurs in this area during those significant storm events. Additional catch basins are also proposed to be installed to increase the inlet capacity of the existing storm sewer system which is a contributing factor to the cause of the localized flooding. By raising the road, the depth of localized flooding can be reduced to approximately 1.5 ft.



Prairie Avenue

Project Financing

The preliminary estimated cost of the improvements is $1,224,400, which includes a 10% contingency and 15% for engineering fees (a copy of the preliminary construction estimate is attached). Funding for the work will come from the City's Municipal State Aid Construction Fund as both Prairie Avenue and 10th Street SW are on our municipal state aid system, and a portion of the Prairie Avenue improvements will also be funded from the Stormwater (603) Utility fund. Additional funding sources available to the City and proposed to be used include the Water, Sanitary Sewer and Storm Water Utility Funds (601, 602, and 603, respectively) The adopted 2022 Capital Improvement Plan has $1,435,000.00 budgeted for this project.

Estimated financing for this project is as follows:

Municipal State Aid Funds (MSAS)	$ 939,700.00	76.7%
Water Utility Fund (601)	$ 128,850.00	10.5%
Sewer Utility Fund (603)	$ 105,850.00	8.6%
Storm Sewer Utility Fund (603)	$ 50,000.00	4.1%
Total	$1,224,400.00	100.0%

Project Feasibility

The improvements proposed as part of this project do not appear to present any insurmountable design or construction issues. The project will be funded from a combination of the City's municipal state aid street construction fund, and the utility enterprise funds, and the project is deemed to be financially feasible. Based upon the information presented in this report, the City Council is hereby advised in a preliminary way that the proposed improvements are necessary, cost-effective and feasible, and should be made as recommended in this report.

Project Schedule

If ordered, a proposed project schedule is as follows:

Initiate Project Order Feasibility Report	November 23, 2021
Receive/File Feasibility Report	February 8, 2022
Informational Meeting	Virtual
Order Improvements Order Preparation of Plans and Specifications	March 8, 2022
Approve Plans and Specifications Establish Bid Date	March 22, 2022
Bid Opening Date	April 13, 2022
Receive Bids Award Contract	April 19, 2022
Begin Construction	Summer 2022
Final Completion	September 31, 2022

Dated: February 4, 2022
Prepared By: Mark W DuChene, City Engineer

I hereby certify that this 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.

Mark W. DuChene, P.E. Reg. No. 46594 2/4/2022 Date

Contract 2022-04 - Funding Category Estimate Values by Item by Project/Category
Report Date: 2/3/2022

Part-1: S.A.P. 125-112-004 - 10th Street S.W. (Prairie Avenue to 9th Street S.W.) Schedule A : Roadway Improvements

Line	Number	Description	Unit	Estimated Price	Quantity	Total
1	2021.501/00010	MOBILIZATION	LS	$15,000.00	1	$15,000.00
2	2104.503/00315	REMOVE CURB & GUTTER	L F	$3.00	2,610	$7,830.00
3	2104.504/00070	REMOVE PAVEMENT	S Y	$3.00	6,500	$19,500.00
4	2104.518/00130	REMOVE CONCRETE SIDEWALK	S F	$2.00	9,010	$18,020.00
5	2104.518/00160	REMOVE CONCRETE DRIVEWAY PAVEMENT	S F	$3.00	2,656	$7,968.00
6	2105.507/00015	COMMON EXCAVATION (P)	C Y	$12.50	2,350	$29,375.00
7	2105.507/00050	SUBGRADE EXCAVATION	C Y	$11.00	500	$5,500.00
8	2105.507/00290	SELECT GRANULAR BORROW (CV)	C Y	$24.00	500	$12,000.00
9	2211.507/00170	AGGREGATE BASE (CV) CLASS 5 (P)	C Y	$30.00	2,400	$72,000.00
10	2301.503/02060	INTEGRANT CURB DESIGN B6	L F	$25.00	16	$400.00
11	2360.509/23205	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	TON	$70.00	688	$48,160.00
12	2360.509/23300	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	$75.00	1,376	$103,200.00
13	2506.502/06020	ADJUST FRAME & RING CASTING	EACH	$500.00	1	$500.00
14	2521.518/00040	4" CONCRETE WALK	S F	$5.00	10,214	$51,070.00
15	2521.518/00060	6" CONCRETE WALK	S F	$7.00	300	$2,100.00
16	2531.503/02315	CONCRETE CURB & GUTTER DESIGN B618	L F	$30.00	2,512	$75,360.00
17	2531.503/02320	CONCRETE CURB & GUTTER DESIGN B624	L F	$35.00	20	$700.00
18	2531.504/00060	6" CONCRETE DRIVEWAY PAVEMENT	S Y	$7.00	1,965	$13,755.00
19	2531.618	8" CONCRETE PAVEMENT (CURB RADIUS)	SQ FT	$15.00	50	$750.00
20	2531.618/00010	TRUNCATED DOMES	S F	$55.00	80	$4,400.00
21	2563.601/00010	TRAFFIC CONTROL	LS	$5,000.00	1	$5,000.00
22	2573.501/00025	STABILIZED CONSTRUCTION EXIT	LS	$2,000.00	1	$2,000.00
23	2573.502/00110	STORM DRAIN INLET PROTECTION	EACH	$250.00	7	$1,750.00
24	2575.504/00011	SODDING TYPE LAWN	SQ YD	$8.00	2,147	$17,176.00
25	2582.503/30104	4" SOLID LINE MULTI COMP	L F	$3.00	2,331	$6,993.00
26	2582.503/30112	12" SOLID LINE MULTI COMP	L F	$5.00	52	$260.00
27	2582.503/30404	4" DBLE SOLID LINE MULTI COMP	L F	$4.00	1,163	$4,652.00
28	2582.518/06000	CROSSWALK MULTI COMP	S F	$6.00	504	$3,024.00

Total: $528,443.00

Part-1: S.A.P. 125-112-004 - 10th Street S.W. (Prairie Avenue to 9th Street S.W.) Schedule B : Watermain Improvements

Line	Number	Description	Unit	Estimated Price	Quantity	Total
29	2504.601/00040	TEMPORARY WATER SERVICE	LS	$10,000.00	1	$10,000.00
30	2504.602/00010	CONNECT TO EXISTING WATER MAIN	EACH	$1,000.00	5	$5,000.00
31	2504.602/00024	INSTALL HYDRANT & VALVE	EACH	$6,000.00	1	$6,000.00
32	2504.602/00410	1" CORPORATION STOP	EACH	$300.00	12	$3,600.00
33	2504.602/00410	1" CORPORATION STOP	EACH	$300.00	12	$3,600.00
34	2504.602/00858	8" GATE VALVE	EACH	$2,000.00	4	$8,000.00
35	2504.603/02008	8" PVC WATERMAIN	L F	$45.00	1,350	$60,750.00
36	2504.608/00020	DUCTILE IRON FITTINGS	LB	$10.00	450	$4,500.00
85	2104.502/00840	REMOVE GATE VALVE	EACH	$200.00	2	$400.00

Total: $101,850.00

Part-1: S.A.P. 125-112-004 - 10th Street S.W. (Prairie Avenue to 9th Street S.W.) Schedule C: Sanitary Sewer Improvements

Line	Number	Description	Unit	Estimated Price	Quantity	Total
37	2104.502/00780	REMOVE MANHOLE	EACH	$350.00	5	$1,750.00
38	2451.607/00400	TRENCH STABILIZATION MATERIAL (CV)	C Y	$20.00	200	$4,000.00
39	2503.503/13080	8" PVC PIPE SEWER	L F	$40.00	1,085	$43,400.00
40	2503.602/00300	CONNECT TO EXISTING SANITARY SEWER	EACH	$500.00	1	$500.00
41	2503.602/13402	8"X4" PVC WYE	EACH	$250.00	12	$3,000.00
42	2503.603/20290	CLEAN & VIDEO TAPE PIPE SEWER	L F	$2.50	1,085	$2,712.50
43	2503.603/24004	4" PVC SANITARY SERVICE PIPE	L F	$30.00	360	$10,800.00
44	2503.603/24006	6" PVC SANITARY SERVICE PIPE	L F	$50.00	30	$1,500.00
45	2506.602/06120	INSTALL MANHOLE	EACH	$4,000.00	4	$16,000.00

Total: $83,662.50

Part-1: S.A.P. 125-112-004 - 10th Street S.W. (Prairie Avenue to 9th Street S.W.) Schedule D: Storm Sewer Improvements

Line	Number	Description	Unit	Estimated Price	Quantity	Total
46	2104.502/00790	REMOVE CATCH BASIN	EACH	$400.00	3	$1,200.00
47	2104.503/00285	REMOVE SEWER PIPE (STORM)	L F	$9.00	95	$855.00
48	2503.503/15125	12" RC PIPE SEWER CLASS V	L F	$70.00	935	$65,450.00
49	2503.602/00360	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	$800.00	3	$2,400.00
50	2506.602/06100	ADJUST FRAME & RING CASTING	EACH	$500.00	1	$500.00
51	2506.602/06370	CONST DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	$2,500.00	7	$17,500.00

Total: $87,905.00

Part-2: S.A.P. 125-114-009 Prairie Avenue-(Spring Road to Trailwood Lane) Schedule A : Roadway Improvements

Line	Number	Description	Unit	Estimated Price	Quantity	Total
52	2021.501/00010	MOBILIZATION	LS	$15,000.00	1	$15,000.00
53	2104.503/00310	REMOVE INTEGRANT CURB	L F	$3.00	70	$210.00
54	2104.503/00315	REMOVE CURB & GUTTER	L F	$3.00	770	$2,310.00
55	2104.503/00660	REMOVE CONCRETE GUTTER	L F	$3.00	33	$99.00
56	2104.504/00120	REMOVE BITUMINOUS PAVEMENT	S Y	$3.00	1,621	$4,863.00
57	2104.518/00130	REMOVE CONCRETE SIDEWALK	S F	$2.00	1,700	$3,400.00
58	2104.518/00160	REMOVE CONCRETE DRIVEWAY PAVEMENT	S F	$3.00	2,600	$7,800.00
59	2104.518/00200	REMOVE CONCRETE PAVEMENT	S F	$3.00	300	$900.00
60	2105.507/00015	COMMON EXCAVATION	C Y	$25.00	50	$1,250.00
61	2105.507/00050	SUBGRADE EXCAVATION	C Y	$20.00	50	$1,000.00
62	2105.507/00290	SELECT GRANULAR BORROW (CV)	C Y	$25.00	50	$1,250.00
63	2211.507/00170	AGGREGATE BASE (CV) CLASS 5	C Y	$35.00	50	$1,750.00
64	2301.503/02060	INTEGRANT CURB DESIGN B6	L F	$25.00	70	$1,750.00
65	2360.509/23205	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	TON	$70.00	150	$10,500.00
66	2360.509/23300	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	$75.00	300	$22,500.00
67	2503.503/15155	15" RC PIPE SEWER CLASS V	L F	$70.00	50	$3,500.00
68	2503.602/00360	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	$800.00	1	$800.00
69	2506.502/06020	ADJUST FRAME & RING CASTING	EACH	$500.00	6	$3,000.00
70	2506.602/06370	CONST DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	$2,500.00	2	$5,000.00
71	2521.518/00040	4" CONCRETE WALK	S F	$5.00	1,700	$8,500.00
72	2521.518/00060	6" CONCRETE WALK	S F	$7.00	20	$140.00
73	2531.503/02315	CONCRETE CURB & GUTTER DESIGN B618	L F	$30.00	770	$23,100.00
74	2531.503/02320	CONCRETE CURB & GUTTER DESIGN B624	L F	$35.00	20	$700.00
75	2531.504/00060	6" CONCRETE DRIVEWAY PAVEMENT	S Y	$7.00	2,600	$18,200.00
76	2531.604/00208	8" CONCRETE VALLEY GUTTER	S Y	$75.00	41	$3,075.00
77	2531.604/00208	8" CONCRETE VALLEY GUTTER	S Y	$75.00	33	$2,475.00
78	2531.618	8" CONCRETE PAVEMENT (CURB RADIUS)	SQ FT	$15.00	300	$4,500.00
79	2531.618/00010	TRUNCATED DOMES	S F	$55.00	32	$1,760.00
80	2563.601/00010	TRAFFIC CONTROL	LS	$3,500.00	1	$3,500.00
81	2573.501/00025	STABILIZED CONSTRUCTION EXIT	LS	$2,000.00	1	$2,000.00
82	2573.502/00110	STORM DRAIN INLET PROTECTION	EACH	$250.00	7	$1,750.00
83	2575.504/00011	SODDING TYPE LAWN	S Y	$8.00	1,050	$8,400.00
84	2582.503/30404	4" DBLE SOLID LINE MULTI COMP	L F	$4.00	250	$1,000.00

Total: $165,982.00

Funding Source	Prairie Avenue Storm Sewer - Group (Split 75/25 between MSA & 603)	Water Utility Fund (601) - Group	Sewer Utility Fund (602) - Group	MSA - Group	Totals
Construction	$165,982.00	$101,850.00	$83,662.50	$616,348.00	$165,982.00
Contingency	$16,598.20	$10,185.00	$8,366.25	$61,634.80	$16,598.20
Engineering	$27,387.03	$16,805.25	$13,804.31	$101,697.42	$27,387.03
Total	$209,967.23	$128,840.25	$105,833.06	$779,680.22	$209,967.23

	603	601	602	MSA	Total
Rounded	$50,000.00	$128,850.00	$105,850.00	$939,700.00	$1,224,400.00
	4.10%	10.50%	8.60%	76.70%	100.00%

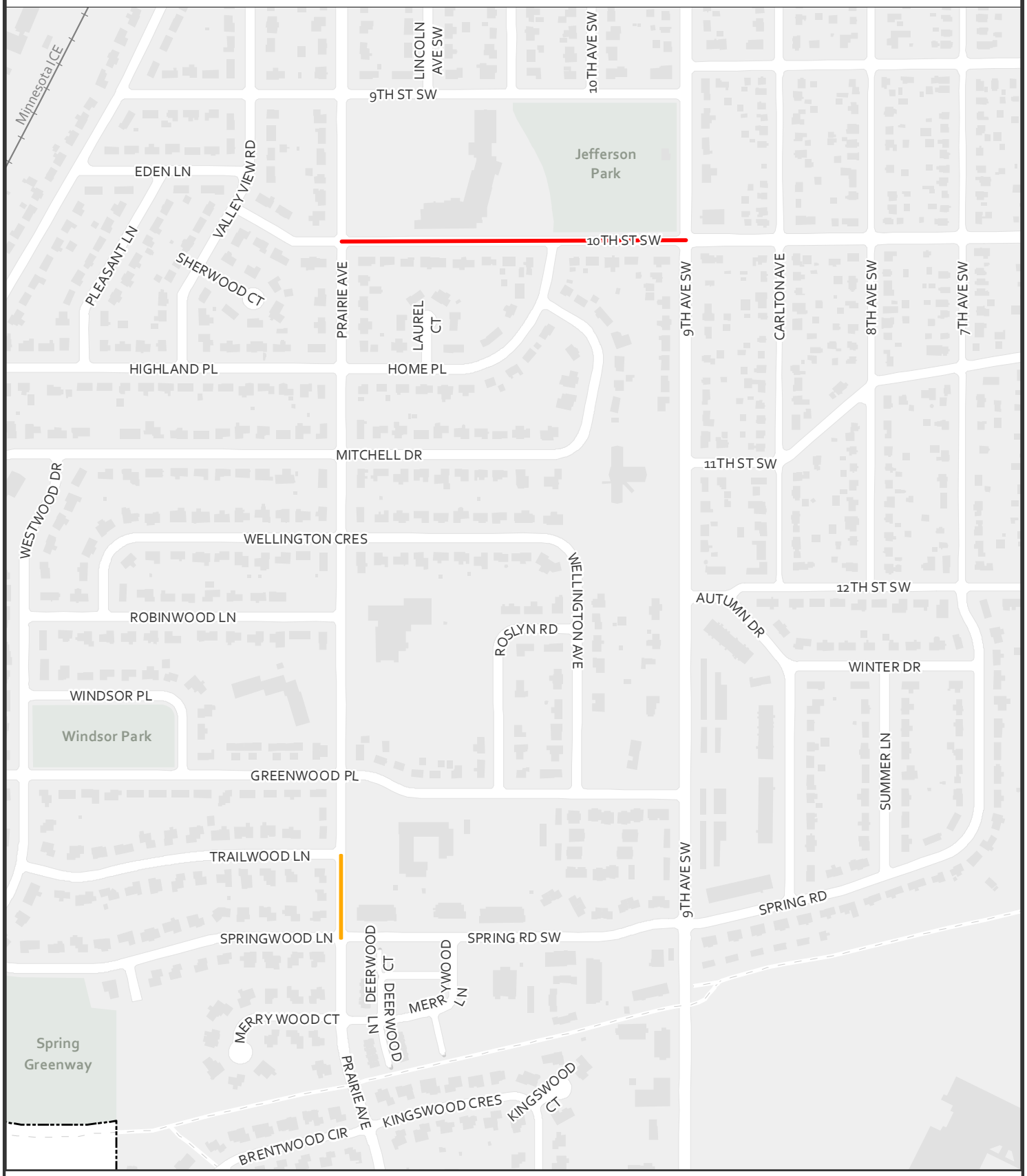
Project Location

City Contract 2022-04

City Of Faribault

November 2021

This map is neither a legally recorded map nor a survey. This map is a compilation data affecting the area shown; and is for reference purposes only. In using the map, you assume responsibility for the correctness all information extracted from this map.



Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Mark DuChene, City Engineer
MEETING DATE:	February 8, 2022
SUBJECT:	Resolution 2022-034 Receive/File Feasibility Report and Establish Public Hearing for 2022 Faribault Road Reconstruction & Lyndale Avenue Trail Improvements - Contract 2022-03

Background:

Attached is the feasibility report detailing the proposed improvements for the 2022 Faribault Road and Lyndale Avenue Trail Improvements - Contract 2022-03 project including pavement replacement, concrete curb and gutter construction, watermain replacement, bituminous trail construction, and related improvements.

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

Faribault Road	(Town Square Lane to Jensen Drive)
Lyndale Avenue Trail	(Town Square Lane to Highland Place)

The preliminary total estimated cost of the improvements, including 10% contingency and 15% engineering, is $1,217,600.00. Proposed funding for the project is as follows:

Street Improvement Fund (401)	$ 641,600.00	52.7%
Municipal State Aid Funds (MSAS)	$ 185,500.00	15.2%
DNR Trails Grant	$ 100,000.00	8.2%
Storm Water Utility Fund (603)	$ 290,500.00	23.9%
Total	$ 1,217,600.00	100.0%

The attached resolution also establishes a Public Hearing before the City Council for this project on March 8, 2022. Prior to the hearing, a virtual informational meeting will be conducted with the abutting property owners to review the proposed improvements. It is tentatively planned to receive bids on this project in April 2022, with construction to begin in May/June 2022, and be substantially completed by the end of September 2022.

Recommendation:

Approve Resolution 2022-034

Attachments:

1. Resolution 2022-034 ReceiveFile Feasibility Report-Establish Public Hearing for 2022 Faribault Road Reconstruction Lyndale Avenue Trail Improveme
2. (2022-03) Feasibility Report
3. Project Location 2022-03

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-034

RECEIVE/FILE FEASIBILITY REPORT AND ESTABLISH PUBLIC HEARING FOR 2022 FARIBAULT ROAD RECONSTRUCTION & LYNDALE AVENUE TRAIL IMPROVEMENTS - CONTRACT 2022-03

WHEREAS, a report has been prepared by the City Engineering Department with reference to the 2022 Faribault Road and Lyndale Avenue Trail Improvements - Contract 2022-03 project by pavement replacement, concrete curb and gutter construction, watermain replacement, bituminous trail construction, and related improvements:

Faribault Road (Town Square Lane to Jensen Drive)
Lyndale Avenue Trail (Town Square Lane to Highland Place)

NOW, THEREFORE BE IT RESOLVED, that the Council will consider the 2022 Faribault Road and Lyndale Avenue Trail Improvements - Contract 2022-03 project by pavement replacement, concrete curb and gutter construction, watermain replacement, bituminous trail construction, and related improvements:

Faribault Road (Town Square Lane to Jensen Drive)
Lyndale Avenue Trail (Town Square Lane to Highland Place)

in accordance with the feasibility report.

ALSO, BE IT RESOLVED, a public hearing shall be held on such proposed improvements on the 8th day of March, 2022 in the Council Chambers of the City Hall at 6:00 p.m. and the Administrator shall give mailed and published notice of such hearing of improvements as required by law.

Date Adopted: February 8, 2022

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

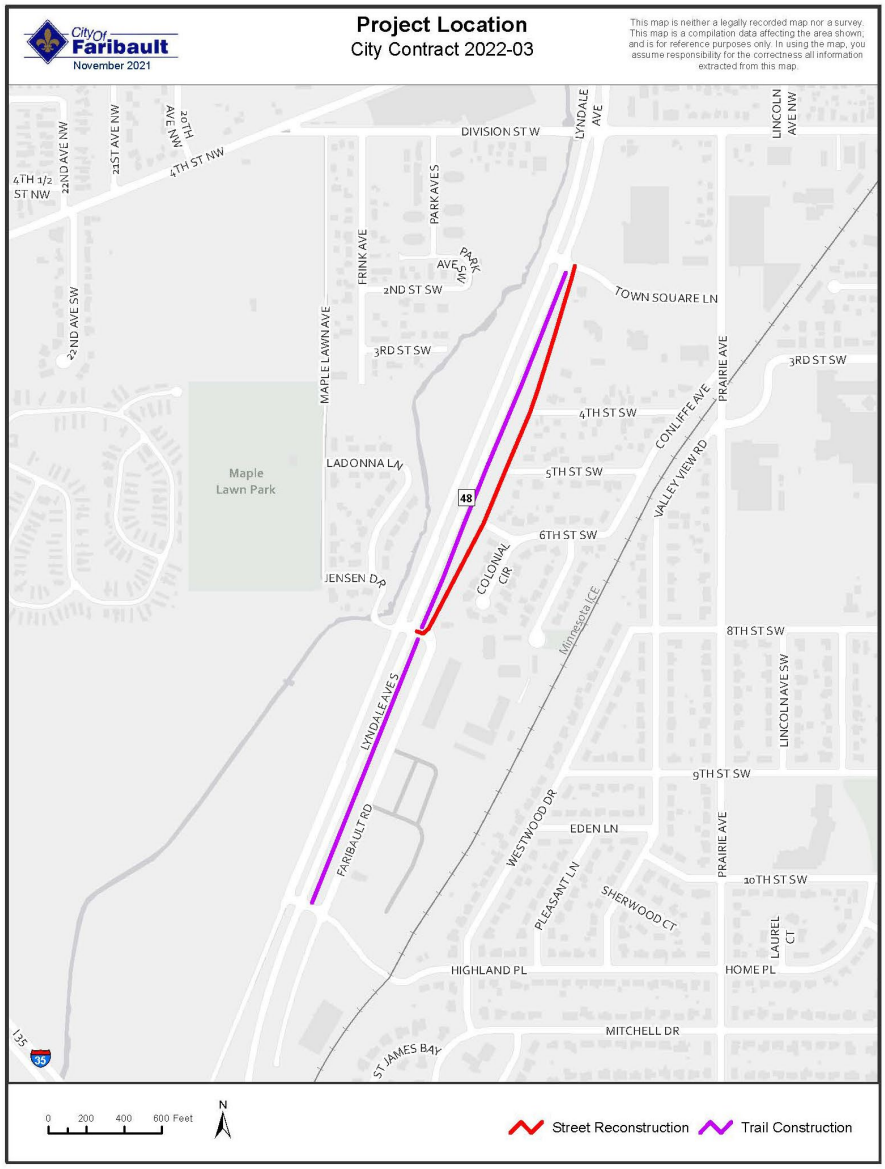
2022 FARIBAULT ROAD RECONSTRUCTION & LYNDALE AVENUE TRAIL IMPROVEMENTS

FEASIBILITY REPORT
Contract 2022-03

Project Location

Faribault Road	-	Town Square Lane to Jensen Drive
Lyndale Avenue Trail	-	Town Square Lane to Highland Place

Project Location Map



Project Initiation

The improvements are included in the approved 2022-2026 Capital Improvements Plan (CIP) as well as the approved 2022 Annual Budget. The project was formally initiated upon the passage of Resolution 2021-251 by the City Council on November 23, 2021, which also ordered the preparation of this report.

These improvements are non-petitioned, and proposed to be funded without the use of special assessments, a simple majority vote of the City Council is required to proceed. In general, street and utility improvements are programmed annually and included in the Capital Improvement Plan and Budget based on the age of the streets coupled with an inspection of the existing pavements. The Lyndale Avenue Trail Improvements were included in the Capital Improvement Plan and are shown on the 2021 City Sidewalks and Trail Plan.

Project Scope

Part 1: Faribault Road – Town Square Lane to Jensen Drive

Street Improvements: Faribault Road originally lied within the former TH 65 right-of-way. In 2016, Rice County completed and filed Rice County Right os Way Plat No 32 which created a separate right-of way parcel for the Faribault Road area and then quit claim deeded said parcel to the City of Faribault that same year. The right of way (ROW) width for Faribault Road varies at its southern and northern ends but is generally 98.25 feet wide and the current roadway is a 25-foot-wide rural roadway section.

The roadway appears to have been originally constructed as a frontage road to the former TH 65 and was released to Rice County when TH 65/Lyndale Avenue was released by the State. There were no records found indicating the original construction pavement section or any known pavement improvements since original construction. Proposed street improvements include the full reconstruction of the roadway section with 8" aggregate base, B618 concrete curb and gutter, and 3.5" of bituminous pavement. The proposed width for the reconstructed street is 28-feet (face of curb to face of curb).

Faribault Road Pictures

Sanitary Sewer: There is no sanitary sewer in this segment of Faribault Road.

Watermain: The watermain is 12" PVC, installed in 2014 as part of the Southwest Area Watermain Project. The watermain is located on the west side of the existing roadway and will be located beneath the proposed trail after construction. No improvements to the watermain are proposed other than relocating fire hydrants that are in conflict with the proposed trail.

Storm Sewer: There is no existing storm sewer in Faribault Road as it is currently a rural pavement section. It is proposed to install a new RCP pipe storm sewer system and new precast concrete drainage structures meeting the design standards for storm sewer systems.

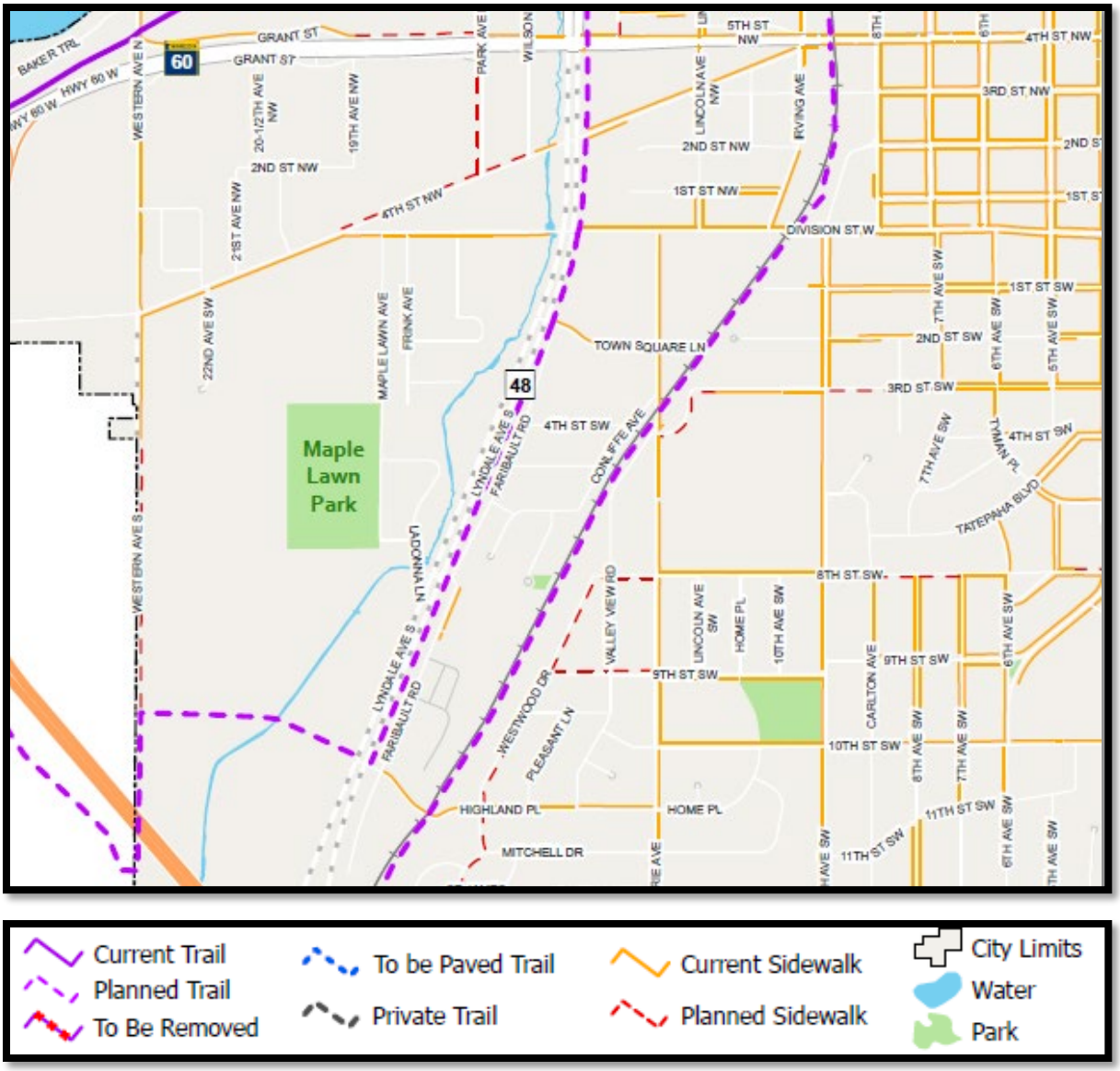
Sidewalks/Trails: There are no existing sidewalks or trails in this area. The City's adopted 2021 Sidewalk and Trails Plan shows a trail being extended along Lyndale Avenue from 7th Street NW to Highland Place. See Part 2 below for more information on the proposed trail alignment along Faribault Road.

Part 2: Lyndale Avenue Trail – Town Square Lane to Highland Place

The City's adopted 2021 Sidewalk and Trails Plan shows a trail being extended along Lyndale Avenue from 7th Street NW to Highland Place as shown on the snip of the adopted plan below. The design for the Lyndale Avenue Trail Segment from 7th Street NW to Town Square Lane was started in 2021 and is currently awaiting final approval from MnDOT pending the outcome of a required easement acquisition. It is anticipated that construction for the Lyndale Avenue Trail segment from 7th Street NW to Town Square Lane will also be done in 2022.

Due to the presence of the steep slope on the west side of Faribault Road and Lyndale Avenue (CSAH 48) located at the bottom of the slope, the proposed Lyndale Avenue Trail extension from Town Square Lane to Jensen Drive will be located directly adjacent to the west side curb along Faribault Road. The trail will be widened in this area to 12-ft to provide a 10-ft wide trail travel surface and a 2-foot paved buffer to the roadway. This alternative was deemed to be the most practical and economical for the trail location and design rather than having the trail near the bottom of the slope closer to Lyndale Avenue which would of required extensive retaining wall construction.

The segment of trail from Jensen Drive to Highland Place will be constructed on the west side of Faribault Road in the Lyndale Avenue right-of-way and boulevard area. All trail segments located within the Lyndale Avenue (CSAH 48) right-of-way will require a permit from Rice County.



Snapshot of 2021 Comp. Sidewalk and Trails Plan

Project Financing

The preliminary estimated cost of the improvements is $1,217,600.00, which includes a 10% contingency and 15% for engineering fees (a copy of the preliminary construction estimate is attached). Funding for the work on Faribault Road will come from the Street Improvement Projects fund (401), and Stormwater (603) Utility funds. The work on the Lyndale Avenue Trail will be paid for using MSAS funds and a $100,000 grant from the DNR trails program. The adopted 2022 Capital Improvement Plan has $1,573,000.00 budgeted for this project.

Estimated financing for this project is as follows:

Street Improvement Fund (401)	$ 641,600.00	52.7%
Municipal State Aid Funds (MSAS)	$ 185,500.00	15.2%
DNR Trails Grant	$ 100,000.00	8.2%
Storm Sewer Utility Fund (603)	$ 290,500.00	23.9%
Total	$1,217,600.00	100.0%

Project Feasibility

The improvements proposed as part of this project do not appear to present any insurmountable design or construction issues. The project will be funded from a combination of the City's municipal state aid street construction fund, and the utility enterprise funds, and the project is deemed to be financially feasible. Based upon the information presented in this report, the City Council is hereby advised in a preliminary way that the proposed improvements are necessary, cost-effective and feasible, and should be made as recommended in this report.

Project Schedule

If ordered, a proposed project schedule is as follows:

Initiate Project Order Feasibility Report	November 23, 2021
Receive/File Feasibility Report	February 8, 2022
Informational Meeting	Virtual
Order Improvements Order Preparation of Plans and Specifications	March 8, 2022
Approve Plans and Specifications Establish Bid Date	March 22, 2022
Bid Opening Date	April 13, 2022
Receive Bids Award Contract	April 19, 2022
Begin Construction	Summer 2022
Final Completion	September 31, 2022

Dated: February 4, 2022
Prepared By: Mark W DuChene, City Engineer

I hereby certify that this 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.

Mark W. DuChene, P.E. Reg. No. 46594 2/4/2022 Date

Contract 2022-03 - Funding Category Estimate Values by Item by Project/Category
Report Date: 2/2/2022

Part 1: Faribault Road (Jenson Drive to Townsquare Lane) Schedule A: Roadway Improvements

Line	Number	Description	Unit	Estimated Price	Quantity	Total
1	2021.501/00010	MOBILIZATION	LS	$35,000.00	1	$35,000.00
2	2101.501/00020	CLEARING & GRUBBING	LS	$5,000.00	1	$5,000.00
3	2104.502/00790	REMOVE CATCH BASIN	EACH	$400.00	3	$1,200.00
4	2104.503/00285	REMOVE SEWER PIPE (STORM)	L F	$15.00	165	$2,475.00
5	2104.503/00315	REMOVE CURB & GUTTER	L F	$3.00	280	$840.00
6	2104.504/00120	REMOVE BITUMINOUS PAVEMENT	S Y	$3.00	5,880	$17,640.00
7	2104.518/00160	REMOVE CONCRETE DRIVEWAY PAVEMENT	S F	$3.00	740	$2,220.00
8	2105.507/00015	COMMON EXCAVATION (P)	C Y	$15.00	7,475	$112,125.00
9	2105.507/00050	SUBGRADE EXCAVATION	C Y	$12.00	200	$2,400.00
10	2105.507/00290	SELECT GRANULAR BORROW (CV)	C Y	$25.00	200	$5,000.00
11	2211.507/00170	AGGREGATE BASE (CV) CLASS 5	C Y	$30.00	1,760	$52,800.00
12	2360.509/23205	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	TON	$75.00	810	$60,750.00
13	2360.509/23300	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	$80.00	608	$48,640.00
14	2501.502/05015	15" RC PIPE APRON	EACH	$1,500.00	1	$1,500.00
15	2501.502/05036	36" RC PIPE APRON	EACH	$3,500.00	2	$7,000.00
16	2503.503/15155	15" RC PIPE SEWER CLASS V	L F	$70.00	2,000	$140,000.00
17	2503.503/15363	36" RC PIPE SEWER CLASS III	L F	$150.00	50	$7,500.00
18	2506.502/00300	CONST DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	$3,000.00	12	$36,000.00
19	2506.502/02420	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	$4,000.00	1	$4,000.00
20	2506.502/03620	CONST DRAINAGE STRUCTURE DES 72-4020	EACH	$8,000.00	2	$16,000.00
21	2506.502/06020	ADJUST FRAME & RING CASTING	EACH	$500.00	1	$500.00
22	2531.503/02315	CONCRETE CURB & GUTTER DESIGN B618	L F	$30.00	4,170	$125,100.00
23	2531.503/02320	CONCRETE CURB & GUTTER DESIGN B624	L F	$35.00	106	$3,710.00
24	2531.504/00060	6" CONCRETE DRIVEWAY PAVEMENT	S Y	$75.00	90	$6,750.00
25	2563.601/00010	TRAFFIC CONTROL	LS	$5,000.00	1	$5,000.00
26	2573.501/00025	STABILIZED CONSTRUCTION EXIT	LS	$2,000.00	1	$2,000.00
27	2573.502/00110	STORM DRAIN INLET PROTECTION	EACH	$250.00	5	$1,250.00
28	2575.504/00011	SODDING TYPE LAWN	S Y	$8.00	2,240	$17,920.00
29	2575.504/00073	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	$3.00	690	$2,070.00
30	2575.505/00021	SEEDING	ACRE	$3,150.00	0.15	$472.50
					Construction	$722,862.50
					Contingency	$72,286.25
					Engineering	$119,272.31
					Total	$914,421.06

Part 2: Faribault Road (Highland Place to Townsquare Lane) Schedule A: Trail Improvements

Line	Number	Description	Unit	Estimated Price	Quantity	Total
31	2021.501/00010	MOBILIZATION	LS	$15,000.00	1	$15,000.00
32	2101.501/00020	CLEARING & GRUBBING	LS	$3,000.00	1	$3,000.00
33	2104.502/02080	SALVAGE HYDRANT & VALVE	EACH	$4,000.00	1	$4,000.00
34	2105.507/00015	COMMON EXCAVATION	C Y	$15.00	1,348	$20,220.00
35	2211.507/00170	AGGREGATE BASE (CV) CLASS 5 (P)	C Y	$30.00	845	$25,350.00
36	2360.509/23300	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	$85.00	978	$83,130.00
37	2501.502/01012	12" CS PIPE APRON	EACH	$500.00	1	$500.00
38	2501.502/05036	36" RC PIPE APRON	EACH	$3,500.00	1	$3,500.00
39	2501.503/12012	12" CS PIPE CULVERT	L F	$40.00	130	$5,200.00
40	2503.503/15363	36" RC PIPE SEWER CLASS III	L F	$150.00	20	$3,000.00
41	2503.602/00320	CONNECT TO EXISTING STORM SEWER	EACH	$350.00	5	$1,750.00
42	2504.602/00032	ADJUST GATE VALVE & BOX	EACH	$300.00	3	$900.00
43	2521.518/00060	6" CONCRETE WALK	S F	$7.00	540	$3,780.00
44	2531.503/02315	CONCRETE CURB & GUTTER DESIGN B618	L F	$35.00	62	$2,170.00
45	2531.618/00010	TRUNCATED DOMES	S F	$55.00	84	$4,620.00
46	2557.603/11051	INSTALL CHAIN LINK FENCE	L F	$30.00	900	$27,000.00
47	2563.601/00010	TRAFFIC CONTROL	LS	$1,200.00	1	$1,200.00
48	2573.501/00020	STORM DRAIN INLET PROTECTION	LS	$250.00	3	$750.00
49	2573.501/00025	STABILIZED CONSTRUCTION EXIT	LS	$2,000.00	1	$2,000.00
50	2573.503/00023	SILT FENCE, TYPE MS	L F	$3.50	2,250	$7,875.00
51	2575.504/00011	SODDING TYPE LAWN	S Y	$8.00	2,180	$17,440.00
52	2575.504/00073	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	$3.00	2,000	$6,000.00
53	2575.505/00021	SEEDING	ACRE	$3,150.00	0.4	$1,260.00
					Construction	$239,645.00
					Contingency	$23,964.50
					Engineering	$39,541.43
					Total	$303,150.93

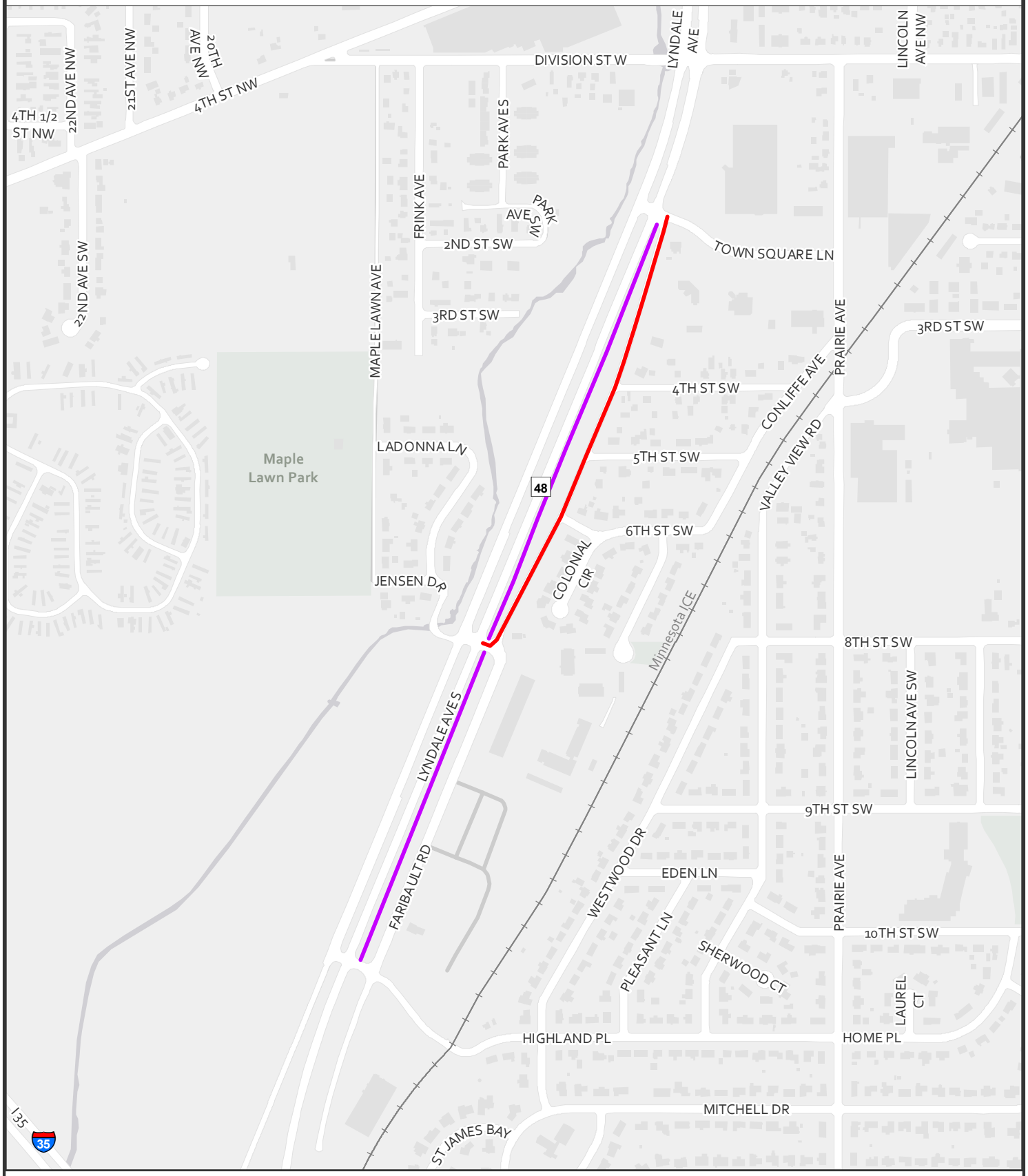
Project Location

City Contract 2022-03

City Of Faribault

November 2021

This map is neither a legally recorded map nor a survey. This map is a compilation data affecting the area shown; and is for reference purposes only. In using the map, you assume responsibility for the correctness all information extracted from this map.



Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, Assistant to the City Administrator
MEETING DATE:	February 8, 2022
SUBJECT:	Approve LG230 Application to Conduct Off-Site Gambling for Faribault Youth Services, Inc.

Background:

City Staff received a LG230 Application to Conduct Off-Site Gambling from Faribault Rotary Youth Services, Inc. for an event at Bell Field, September 2, 2022 - September 5, 2022. Faribault Rotary Youth Services, Inc has provided the proper paperwork and has paid the appropriate fees.

Recommendation:

Approve LG230 Application to Conduct Off-Site Gambling for Faribault Rotary Youth Services, Inc.

Attachments:

1. LG230 - Faribault Rotary Youth Service, Inc. - 2022-09-02

LG230 Application to Conduct Off-Site Gambling

No Fee

ORGANIZATION INFORMATION

Organization Name: Faribault Rotary Youth Services, Inc. License Number: [redacted]

Address: 407 NW 1st Ave City: Faribault, MN Zip: 55021

Chief Executive Officer (CEO) Name: Chad Koepke Daytime Phone: [redacted]

Gambling Manager Name: Brenda DeMars Daytime Phone: [redacted]

GAMBLING ACTIVITY

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

From 09 / 02 / 22 to 09 / 05 / 22

Check the type of games that will be conducted:

- [ ] Raffle
- [x] Pull-Tabs
- [ ] Bingo
- [ ] Tipboards
- [ ] Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Bell Field, Faribault MN

Street address and City (or township): 1830 2nd Ave NW Faribault, MN Zip: 55021 County: Rice

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

Does your organization own the gambling premises?

- [ ] **Yes** If yes, a lease is not required.
- [x] **No** If no, the lease agreement below must be completed, and signed by the lessor.

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

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

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

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

Lessor's Signature: _____ Date: _____

Print Lessor's Name: _____

CONTINUE TO PAGE 2

Acknowledgment by Local Unit of Government: Approval by Resolution

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

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

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

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

[redacted]

Mail or fax to:

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

No attachments required.

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

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

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

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

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

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

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Deanna Kuennen, Community & Economic Development Director
MEETING DATE:	February 8, 2022
SUBJECT:	Approve Preliminary Development Agreement for Demolition of Farmer Seed Building (818 4th Street NW)

Background:

Over the last few months, actions have occurred to position the Farmer Seed building site for redevelopment. At the January 25, 2022 meeting, the City Council passed Resolution 2022-019, which found the parcel to be occupied by a structurally substandard building, as defined in Minnesota Statutes, Section 469.174, Subd. 10 (e). This action started a three (3) year window to demolish the building and establish a redevelopment tax increment finance (TIF) district. Subsequently, a demolition permit has been issued and the developer is preparing for the removal of some of the buildings in anticipation of redevelopment and reuse of the site.

Prior to demolition actually occurring, it is necessary to enter into a Pre-Development Agreement with the developer, to establish the expectations and responsibilities of the demolition. The Pre-Development Agreement articulates that the City desires to promote redevelopment, that the developer will demolish the buildings before December 31, 2022 at no cost to the City, and that the City and developer will evaluate and negotiate in good faith the redevelopment proposal and the request for public financial assistance.The agreement expires at the end of the year.

Recommendation:

Approve the Pre-Development Agreement for the Demolition of the Farmer Seed Building (818 4th Street NW) authorizing the Mayor and City Administrator to execute said agreement.

Attachments:

1. Preliminary Development Agreement for Demolition - 818 4th St NW

PRELIMINARY DEVELOPMENT AGREEMENT

THIS PRELIMINARY DEVELOPMENT AGREEMENT (this "Agreement"), dated this _____ of February, 2022, by and between the City of Faribault, a Minnesota municipal corporation (the "City") and KK & G PROPERTIES LLC, a Minnesota limited liability company, or its successors or assigns (the "Developer"):

WITNESSETH

WHEREAS, the City desires to promote redevelopment of property located in the City of Faribault and legally described in Exhibit A (the "Property"); and

WHEREAS, the Developer owns or intends to acquire the Property and intends to demolish certain buildings located on the Property; and

WHEREAS, pursuant to an analysis performed by LHB dated January 13, 2022, the buildings to be demolished are structurally substandard; and

WHEREAS, by resolution adopted by the City Council on January 25, 2022 (Resolution 2022-019), and in reliance on the analyses of LHB, the City has found certain buildings located on the Property that are planned to be demolished to be structurally substandard within the meaning of Minnesota Statutes, Section 469.174, subd. 10a; and

WHEREAS, the City and the Developer have determined that is in the best interest of the parties to demolish the buildings, all as further described in this Agreement;

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

1. During the term of this Agreement, the Developer (or its successors and assigns) shall:

   (a) At no cost to the City, cause the certain buildings on the Property to be demolished and all demolition debris to be removed from the Property as soon as reasonably practicable after the date of this Agreement. The parties agree that such demolition shall occur no later than December 31, 2022.

   (b) Maintain the Property in compliance with City ordinances.

   (c) If the Developer determines not to undertake redevelopment of the Property directly, it will use its best efforts to seek a successor entity that will proceed with such redevelopment.

(d) Negotiate in good faith with the City and the Faribault Economic Development Authority (the "EDA") regarding any proposed redevelopment of the Property, including any possible public financial assistance related thereof, all with the goal of entering into a contract for private redevelopment (the "Contract").

2. During the term of this Agreement, the City agrees to:

(a) Review any proposed successor to the Developer, and if the City determines to approve that successor, thereafter cooperate with the successor as the Developer under this Agreement.

(b) Cooperate with the Developer or its successor in evaluating any redevelopment proposal submitted by the Developer, including whether any public financial assistance is warranted in connection with that effort.

(c) Proceed to seek all necessary information with regard to the anticipated public costs associated with any proposed redevelopment.

(d) If the City determines that tax increment assistance is reasonably necessary in order to induce the proposed redevelopment of the Property, with the Developer's assistance, begin the process to create a redevelopment tax increment financing district encompassing the Property, including the preparation of a tax increment financing plan, pursuant to Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the "TIF Act"); provided that parties agree and understand that the City must file a request for certification of such a tax increment financing district within three years after the date of demolition of the building on the Property, unless Section 469.174, subd. 10(d) of the TIF Act is hereafter amended to extend that time period.

(e) Negotiate in good faith with the Developer or a successor regarding any proposed redevelopment of the Property, including any possible public financial assistance related thereto, all with the goal of entering into the Contract.

3. It is expressly understood that execution and implementation of the Contract shall be subject to:

(a) A determination by the City in its sole discretion that its undertakings are feasible based on (i) the projected tax increment revenues and any other revenues designated by the City; (ii) the purposes and objectives of any tax increment, development, or other plan created or proposed for the purpose of providing financial assistance for the redevelopment; and (iii) the best interests of the City.

(b) A determination by the City that any City financial assistance is reasonably necessary in order to make the redevelopment financially feasible.

(c) A determination by the Developer or its successor that the redevelopment is economically feasible and in the best interests of the Developer or its successor.

4. This Agreement is effective from the date hereof through December 31, 2022. After such date, neither party shall have any obligation hereunder except as expressly set forth to the contrary herein. Notwithstanding anything to the contrary herein, the term of this Agreement may be extended by mutual written agreement of the parties.

5. The Developer shall solely be responsible for all costs incurred by the Developer and the City in connection with the negotiation and drafting of this Agreement and the parties obligations hereunder.

6. This Agreement may be terminated upon ten (10) days' written notice by either party to the other of any of the following events of default, only if such events of default shall remain uncured during the aforementioned notice period:

(a) an essential precondition to the execution of the Contract cannot be met; or

(b) if, in the sole discretion of the City, an impasse has been reached in the negotiation or implementation of any material term or condition of this Agreement or the Contract.

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

8. In the event any covenant contained in this Agreement should be breached by one party and subsequently waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach. This Agreement may not be amended nor any of its terms modified except by a writing authorized and executed by all parties hereto.

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

(a) As to the City:

City of Faribault
208 NW First Avenue
Faribault, MN 55021-5105
Attn: City Administrator

with a copy to:

Scott J. Riggs, City Attorney
Kennedy & Graven, Chartered
700 Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402

(b) As to the Developer: KK & G PROPERTIES LLC
2105 Winnetka Avenue North
Golden Valley, MN 66537
Attn: Nicole El-Sawaf, Manager

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

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

12. At any time during the term of this Agreement and in its sole discretion, the City may assign this Agreement to the Faribault Economic Development Authority.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

CITY OF FARIBAULT

By: _____
Kevin R. Voracek
Its: Mayor

By: _____
Timothy C. Murray
Its: City Administrator

DEVELOPER:
KK & G PROPERTIES LLC

By: _____
Nicole El-Sawaf
Its: Manager

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 1 Block 9 of MCCLELLANDS ADD
L1 & L2 & L3 & L4 & L7 & L8 & L9 & L10 & THOSE PARTS L5 & L6 BEG SW COR E40FT L7 TH S89D17'01"W ALG SLY LI B9 34.63FT TH N04D30'21"W 330.30FT TAP N LI B9 TH N89D15'22"E ALG N LI 59.67FT TO NW COR E40FT L4 TH S0D09'30"E ALG W LI E40FT LOTS 4 & 7 329.63FT TO POB

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Kevin Bushard, Human Resources Manager
MEETING DATE:	February 8, 2022
SUBJECT:	Resolution 2022-032 Approve Hiring of Police Chief

Background:

Due to retirement, there is a need to fill the Police Chief position with the City of Faribault. The job description and duties were evaluated by the City Council and staff. The position was posted from October 22, 2021 to November 24, 2021.

Twelve applications were received, scored and evaluated for the position. From the applicant pool, five were selected for an interview. The interview committee consisted of the City Administrator, Directors, Police Captains, and Human Resources. Interviews were held on December 8, 2021. After the interview process, three were selected for background and reference checks.

All applicants passed the background and reference check process. Those remaining individuals were selected to move forward to the Public Meet and Greet held on February 2, 2022. After the Public Meet and Greet, the City Council held a discussion at the Work Session held on February 2, 2022, on all the candidates, and made a selection for a finalist. The candidate chosen as the finalist was John Sherwin.

Resolution 2022-032, approves the hiring of John Sherwin as Police Chief for the City of Faribault.This position is a Non-Union position, is wage Grade S, and John would be hired at Step 8, with a starting date of March 28, 2022.

Recommendation:

Approve Resolution 2022-032, approving the hiring of John Sherwin as Police Chief for the City of Faribault.

Attachments:

1. 2022-032 Approve Hiring of Police Chief

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-032

APPROVE HIRING OF POLICE CHIEF

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

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

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

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

Date Adopted: February 8, 2022

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Planning Commission Tim Murray, City Administrator
FROM:	Deanna Kuenen, Community & Economic Development Director
MEETING DATE:	February 8, 2022
SUBJECT:	Ordinance 2021-16 Rezoning from R-1, Single Family Residential to C-2 Highway Commercial District at 1440 Willow Street - Second Reading

Background:

The property owners Peter and Kathy Nass are seeking rezoning of their property at 1440 Willow Street from R-1, Single Family Residential District to C-2, Highway Commercial District. The property has an existing commercial building with a paved parking lot and an accessory building. The building was originally built (prior to annexation) for use as a snowmobile dealership and repair shop. The current owners operated their glass business from the property and rented space in the building for use as a locksmith's business. The property currently has space rented by Mad-Chassis car customizing business. It is also still used by the owners for their glass and mirror business on a part-time basis.

At its meeting of December 14, 2021, the City Council approved the first reading of Ordinance 2021-16, subject to the conditions of approval listed in the ordinance. The Council also approved associated resolutions granting a change to the City Comprehensive Plan to mixed Commercial / Residential Uses and a CUP for a major auto repair business (Mad Chassis custom cars) at the subject site. At the time, Mayor Voracek inquired whether the site improvements required by the change of use here were similar to other properties with a change of use. Since this site has a paved parking lot and driveway in good condition that meets the required setbacks and does not need to be expanded for the new use, the only improvement needed in this case will be new parking lot paint stripes and accessible parking spaces with proper signage. Perimeter curbing is not required for a change of use application on sites that have an existing paved parking lot and driveways that are large enough to meet the parking layout requirements of the Unified Development Ordinance without expansion.

Since the date of the first reading, the City has received email correspondence from the applicants seeking clarification on whether curbing was required and whether a trash enclosure would be required. Since no pavement expansion is needed to meet ordinances, curbs will not be required for this application. City ordinances only require trash enclosures if a dumpster is stored outside of a commercial building. The applicants are not planning on storing a dumpster or any materials outside in this case. So no trash enclosure is required unless outside storage is needed in the future. The applicant is also requesting that they not be required to separate the driveway from their home from the commercial lot as stipulated in the rezoning ordinance (ordinance does not require separation until such time that one of the lots is sold). The applicant cited safety concerns for this request. Rice County Highway Department has jurisdiction over driveway access to Willow Street (CSAH 45) at this location. Staff reached out to the Rice County Highway Engineers for comment. The County Highway Engineers agree with the City requirement to separate the driveways at the time of sale of one of the properties. City staff recommends that the driveway separation requirement remain as a condition of approval in the ordinance, with the understanding that this condition will be subject to obtaining a County Highway department access permit at such time in the future (recognizing that conditions could change).

In accordance with Sec. 2-180 of the Unified Development Ordinance, rezoning applications that change residential zoning classification to commercial classifications require a 2/3 majority vote (five out of seven of all City Council members) in order for approval.

Recommendation:

Approve second reading of Ordinance 2021-16 rezoning 1440 Willow Street, from R-1, Single Family Residential to C-2 Highway Commercial District

Attachments:

1. Ordinance 2021-16 Rezone to C-2 Highway Commercial District-1440 Willow Street
2. 2022.01.04 Email from Peter Nass Re. City Council Meeting 12_13_21

State of Minnesota
County of Rice

CITY OF FARIBAULT

ORDINANCE #2021-16

REZONING FROM R-1, SINGLE FAMILY RESIDENTIAL TO C-2 HIGHWAY COMMERCIAL DISTRICT AT 1440 WILLOW STREET

WHEREAS, Peter and Kathryn Nass, owners and applicants (the "Owners") have requested the rezoning of their property at 1440 Willow Street, legally described in Exhibit A, from R-1, Single Family Residential District to C-2 Highway Commercial District in order to continue commercial use of an existing multitenant commercial building at the subject site; and

WHEREAS, City Staff has prepared and presented a report to the Planning Commission regarding this rezoning proposal (#21-040); and

WHEREAS, the Planning Commission, on the 15th day of November, 2021 following proper notice, held a public hearing regarding said request; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of the rezoning request finding that the rezoning request is consistent with all of the required findings for rezoning property as required by Section 2-180 of the City's Unified Development Ordinance; and

WHEREAS, the City Council hereby finds rezoning the property described in Exhibit A is appropriate with the following findings as required by Section 2-180 of the City's Unified Development Ordinance:

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

   Finding: The Land Use Plan has been amended to guide the subject property for Commercial / Industrial Mixed Use in association with this application.

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

   Finding: The proposed rezoning is in the public interest in that it will accommodate existing commercial uses at this location.

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

   Finding: Rezoning the subject property to C-2 Highway Commercial District as proposed, is appropriate in that the site is adjacent to a County Highway and can be used in manner that is compatible with adjoining uses. However, the subject site shares its driveway with the residential use to the south. The driveway layout is in a manner that requires the residential property users to cross the commercial parking lot of the subject site to access the residential lot. The driveway access should be separated with a driveway directly accessing the public street for each of the two properties.

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

   Finding: The subject property currently is zoned for Single Family Residential uses. Rezoning the subject property to C-2 will accommodate continuation of existing uses in an existing commercial building on site and allow new commercial uses of the site in the future.

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

   Finding: The prior use of the property for commercial uses and the future commercial use will better serve the neighborhood and the community.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Amendment. Subject to the condition of approval noted in this section, the Official Zoning Map of the City of Faribault shall be amended to rezone the property described in Exhibit A from R-1, Single Family Residential District to C-2 Highway Commercial District.

> **Conditions of approval**. Prior to the sale of the subject property or the adjoining residential property at 1448 Willow Street, (PID# 18.06.3.75.004), the Owners shall provide a separate driveway directly to the public street for the adjoining residential lot at 1448 Willow Street, so as to avoid residential lot users from having to cross the commercial parking lot to access the dwelling to the south of the subject lot.
>
> The owners are not required to install perimeter curbs surrounding the existing pavement area as the pavement is in good condition and will not need to be adjusted to eliminate encroachments or expanded to meet ordinance requirements. Should the building be expanded or the use of the property changed to a more intensive use that requires the expansion of the paved surface area to provide the requisite parking to meet City ordinances at the time of the change of use, perimeter curbing shall be required in accordance with City policy at that time.
>
> The owners shall be required to install parking lot striping and the requisite accessible parking space(s) and signage mandated by Minnesota Statutes and/or the Federal standards of the Americans with Disabilities Act with the approval of this application.

Section 2: Official Zoning Map. The Official Zoning Map of the City of Faribault shall not be republished to show the aforesaid rezoning, but the City Planner shall appropriately update the Official Zoning Map on file with the City Planning Office for the purpose of indicating the rezoning.

Section 3: Effective Date. This ordinance shall be effective immediately upon its passage and publication according to the Faribault City Charter.

Public Hearing: November 15, 2021
First Reading: December 14, 2021
Second Reading: February 8, 2022
Published: February 15, 2022

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

EXHIBIT A

Address: 1440 Willow Street

PID# PID# 18.06.3.75.001

Legal Description

Part of the Southwest Quarter of Section 6, Township 109 North, Range 20 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, described as follows: Beginning at a point in the East line of said Southwest Quarter, 1225.31 feet northerly from the Southeast corner of said Southwest Quarter; thence westerly at right angles to said East line, 283.37 feet; thence northerly parallel with said East line to a point in the southerly right of way of the abandoned Chicago, Milwaukee, St. Paul and Pacific Railroad; thence southeasterly along said railroad right of way line to a point in said East line; thence southerly along said East line to said point of beginning; subject to Willow Street over the easterly side of said herein described parcel; subject to an easement for driveway purposes over and across a strip of land 20.00 feet in width, being 10.00 feet on both sides of the following described center line: Beginning at a point in said East line of Southwest Quarter 1314.31 feet northerly from the Southeast corner of said Southwest Quarter; thence westerly at right angles to said East line 93.00 feet; thence southerly, parallel with said East line 89.00 feet and there terminating.

From: Kathy Nass
To: Peter Waldock
Subject: City Council Meeting 12/13/21
Date: Sunday, December 19, 2021 9:40:00 PM

Peter,
Thank you again for working with us during this usage change.

At the end of the discussion, a comment was made that I needed to be consistent with other projects and include 'curb & gutter and a dumpster enclosure'. These items were not part of what the planning commission required. I need it in writing that they are not required. I cannot leave it to chance that someone would complain that they had to include it in their project so I need to include it also. I currently have a paved surface in good standing. I would reference the new NAPA location which also does not have curb & gutter.

Secondly is the shared driveway. While I appreciate that I can leave it as is while I own both sites, I still would like to see this reworded also. First we are not sure if the county would allow another curb cut? Secondly, there is soon to be much more traffic on Willow Street once DMCC builds and relocates the elementary school out at the church site. That and the increased traffic due to home construction would make this a hazardous driveway location as the crest of the hill is very close and the 40 mph speed limit in that zone. Many drivers are doing close to 50 as they come over that crest and I see that as a real danger. I would ask that the drive remains as is, whether I sell the sites or not. Also, there is an easement between the properties written in the abstract. Is this not a legal & binding agreement?

If they insist on a new driveway when the sites are sold, what if they are sold to the same individual? Could they not share the same access as we have for the past 30 years? It is the safest alternative.

I would appreciate it if you would share this email with those who need to see it and look forward to a reply.
Thank you,
Pete Nass
1440 Willow Street
Faribault MN 55021

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Deanna Kuennen, Community & Economic Development Director
MEETING DATE:	February 8, 2022
SUBJECT:	Approve Summary Publication of Ordinance 2021-16

Background:

Section 3.08 of the City Charter, provides for summary publication of ordinances if the council determines that publication of the title and a summary of an ordinance would clearly inform the public of the intent and effect of the ordinance. The council may, by a five-sevenths vote of its members, direct that only the title of the ordinance and a summary be published in the local newspaper.

A copy of the entire ordinance as approved by the City Council will be made available for inspection during regular office hours at the office of the city administrator. The publishing of the title and summary shall be deemed to fulfill all legal publication requirements as completely as if the entire ordinance had been published. A copy of the publication shall be attached to and filed with the ordinance for reference.

Recommendation:

Approve the summary publication of Ordinance 2021-16 as proposed.

Attachments:

1. Ordinance 2021-16 Summary Publication

Summary Publication

CITY OF FARIBAULT

ORDINANCE No. 2021-16

REZONING FROM R-1, SINGLE FAMILY RESIDENTIAL TO C-2 HIGHWAY COMMERCIAL DISTRICT AT 1440 WILLOW STREET

On February 8, 2022, the Faribault City Council adopted Ordinance 2021-16 which rezones property located at 1440 Willow Street from R-1 Single Family Residential District to C-2 Highway Commercial District for the purpose of establishing a custom auto building business in an existing building on the site. A complete copy of the ordinance is on file at City Hall, 208 NW 1st Avenue, Faribault, Minnesota and is available for public review during normal business hours.

Public Hearing:	November 15, 2021
First Reading:	December 14, 2021
Second Reading:	February 8, 2022
Publication:	February 15, 2022

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Mark DuChene, City Engineer
MEETING DATE:	February 8, 2022
SUBJECT:	Resolution 2022-030 Approve Plans and Specifications and Establish Bid Date for 2022 Street Overlays and Sidewalk Improvements - Contract 2022-02

Background:

The attached resolution approves the construction plans and specifications for the proposed 2022 Street Overlay & Sidewalk Improvements project (Contract 2022-02), including curb and gutter replacement, concrete sidewalk replacement, storm sewer repairs, casting adjustment/replacement, pavement milling, bituminous paving, pavement markings, and related improvements on the following streets:

Alexander Drive	(2nd Avenue NW to Fairgrounds Drive)
6th Street NW	(Central Avenue to 8th Avenue NW)
1st Avenue NW	(2nd Street NW to 3rd Street NW & 4th Street NW to 13th Street NW)
8th Street NW	(Central Avenue to 2nd Avenue NW)
10th Street NW	(Central Avenue to 2nd Avenue NW)
11th Street NW	(1st Avenue NE to 2nd Avenue NW)
Newhall Drive	Parshall Street to Matteson Streeet

*Includes New Sidewalk

Also included in the proposed bid package are improvements to the public parking lot in Original Town Block 57 and lighting improvements along 1st Avenue NE from 5th Street NE to 7th Street NE.

The improvements were formally ordered by the City Council on January 11, 2022 upon the passage of Resolution 2022-009, following the Public Hearing. After the improvements were ordered, the Engineering Department finalized the plans and specifications in preparation of bidding for the improvements.

The preliminary total estimated cost of the improvements, including 5%

contingency and 15% engineering, is $1,711,325.00. Proposed funding for the project is as follows:

Street Improvement Fund (401)	$ 1,653,725.00	96.6%
Water Utility Fund (601)	$ 9,800.00	0.6%
Sewer Utility Fund (602)	$ 21,000.00	1.2%
Storm Water Utility Fund (603)	$ 26,800.00	1.6%
Total	$ 1,711,325.00	100.0%

The attached resolution also establishes a bid date of March 2, 2022 for the project. Construction is scheduled to begin in June, with substantial completion by the end of July 2022.

Recommendation:

Approve Resolution 2022-030

Attachments:

1. Resolution 2022-030 Approve Plans and Specifications and Establish Bid Date for 2022 Street Overlays and Sidewalk Improvements - Contract 2022-02
2. (2022-02) Plans and Specifications (Cover Sheets Only)

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-030

APPROVE PLANS AND SPECIFICATIONS AND ESTABLISH BID DATE FOR 2022 STREET OVERLAYS AND SIDEWALK IMPROVEMENTS - CONTRACT 2022-02

WHEREAS, Resolution 2022-009, adopted on January 11, 2022, following a Public Hearing, ordered the improvements for the 2022 Street Overlay & Sidewalk Improvements project (Contract 2022-02), and;

WHEREAS, the project includes curb and gutter replacement, concrete sidewalk replacement, storm sewer repairs, casting adjustment/replacement, pavement milling, bituminous paving, pavement markings, and related improvements on the following streets:

Alexander Drive	(2nd Avenue NW to Fairgrounds Drive)
6th Street NW	(Central Avenue to 8th Avenue NW)
1st Avenue NW	(2nd Street NW to 3rd Street NW & 4th Street NW to 13th Street NW)
8th Street NW	(Central Avenue to 2nd Avenue NW)
10th Street NW	(Central Avenue to 2nd Avenue NW)*
11th Street NE/NW	(1st Avenue NE to 2nd Avenue NW)*
Newhall Drive	(Parshall Street to Matteson Street)

*Includes New Sidewalk

And;

WHEREAS, said resolution also ordered the preparation of the plans and specifications for said improvements, and;

WHEREAS, the total cost of the improvements is estimated to be $1,711,325.00, and;

WHEREAS, plans and specifications for the improvements have been prepared by the City Engineering Department.

NOW, THEREFORE BE IT RESOLVED, plans and specifications for the proposed 2022 Street Overlay & Sidewalk Improvements project (Contract 2022-02), prepared by the City Engineering Department, are hereby

approved.

ALSO, BE IT RESOLVED, a bid opening date of March 2, 2022 is hereby established for the 2022 Street Overlay & Sidewalk Improvements project (Contract 2022-02)

Date Adopted: February 8, 2022

Faribault City Council

_____

Kevin F. Voracek, Mayor

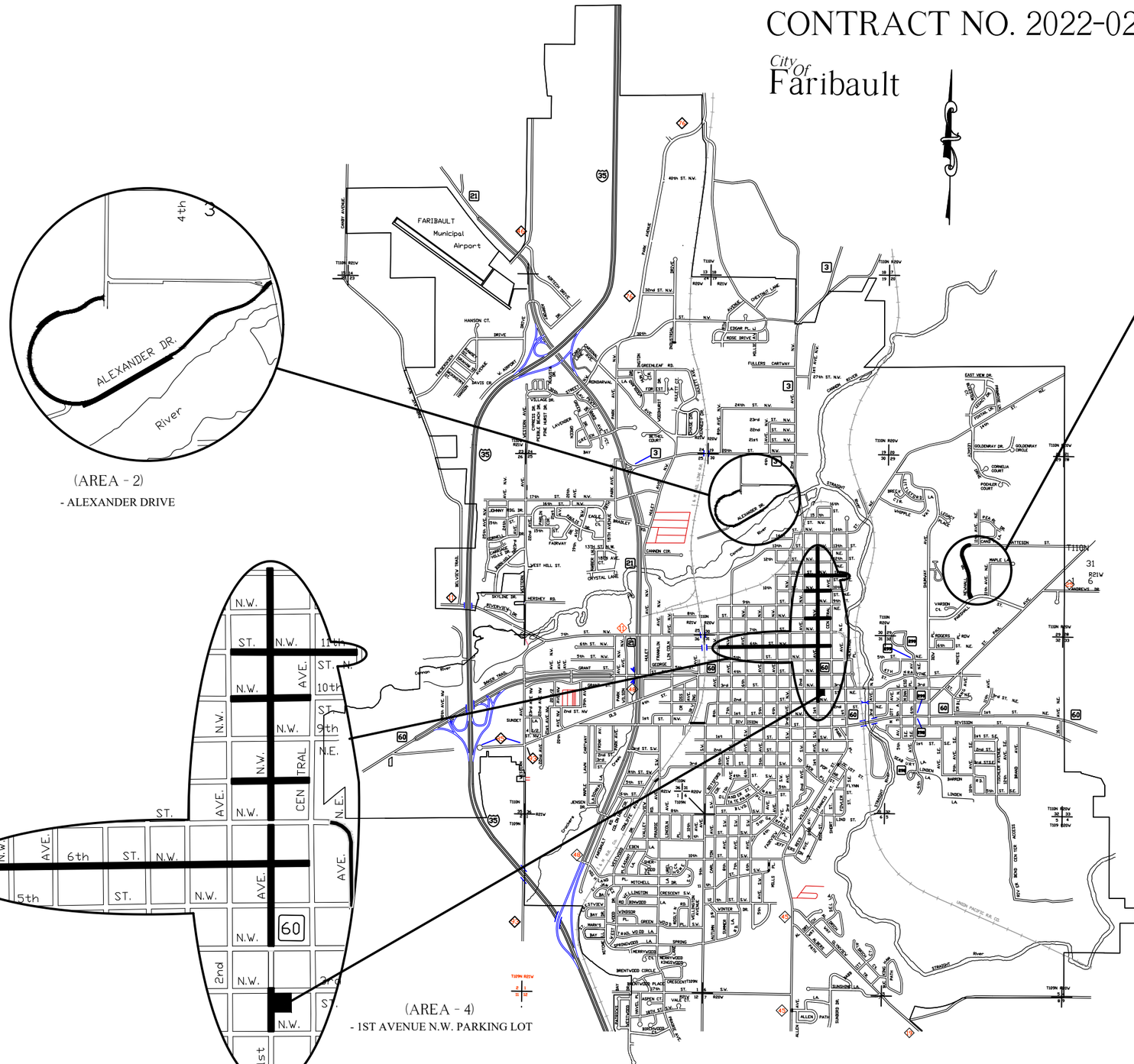
ATTEST:

_____

Timothy C. Murray, City Administrator

2022 STREET OVERLAY & SIDEWALK IMPROVEMENTS
CONTRACT NO. 2022-02

City Of Faribault



(AREA - 2)
- ALEXANDER DRIVE

(AREA - 3)
- NEWHALL DRIVE

(AREA - 1)
- 1ST AVENUE N.W. (2ND STREET N.W. TO 13TH STREET N.W.)
- 6TH STREET N.W. (8TH AVENUE N.W. TO CENTRAL AVENUE)
- 8TH STREET N.W. (2ND AVENUE N.W. TO CENTRAL AVENUE)
- 10TH STREET N.W. (2ND AVENUE N.W. TO CENTRAL AVENUE)
- 11TH STREET N.W. (2ND AVENUE N.W. TO 1ST AVENUE N.E.)
-1ST AVE N.E. LIGHTING (5TH ST N.E. TO 7TH ST N.E.)

(AREA - 4)
- 1ST AVENUE N.W. PARKING LOT

ALL UTILITY INFORMATION SHOWN IN THIS PLAN IS UTILITY QUALITY LEVEL "D". THIS QUALITY LEVEL HAS BEEN DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-.2 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

INDEX OF SHEETS

SHEET NO. 1	TITLE SHEET & LOCATION MAP
SHEET NO. 2-4	TYPICAL SECTIONS/CONSTRUCTION DETAILS
SHEET NO. 5-10	1ST AVENUE N.W.
SHEET NO. 11-14	6TH STREET N.W.
SHEET NO. 15	8TH STREET N.W.
SHEET NO. 16	10TH STREET N.W.
SHEET NO. 17-18	11TH STREET N.W.
SHEET NO. 19-23	ALEXANDER DRIVE
SHEET NO. 24-26	ALEXANDER DRIVE EXISTING CROSS-SECTIONS
SHEET NO. 27-29	NEWHALL DRIVE
SHEET NO. 30	1ST AVENUE N.W. PARKING LOT REMOVALS
SHEET NO. 31	1ST AVENUE N.W. PARKING LOT GRADING PLAN
SHEET NO. 32	1ST AVENUE N.W. PARKING LOT STORM SEWER
SHEET NO. 33	1ST AVENUE N.W. PARKING LOT RESTORATION
SHEET NO. 34-35	1ST AVE N.E. LIGHTING PLAN/DETAILS

THIS PLAN CONTAINS 35 SHEETS

SCALES

20'
SHEETS 30-33

40'
SHEETS 5-29, 34-35

GOVERNING SPECIFICATIONS

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE MnDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION – 2020 EDITION, THE CITY ENGINEERS ASSOCIATION OF MINNESOTA STANDARD SPECIFICATIONS – 2018 EDITION, AND THE SPECIAL PROVISIONS.

ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

CITY ENGINEER

I HEREBY CERTIFY THAT THIS PLAN 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.

MARK W. DUCHENE, P.E.
LIC. NO. 46594 DATE 1-21-2022

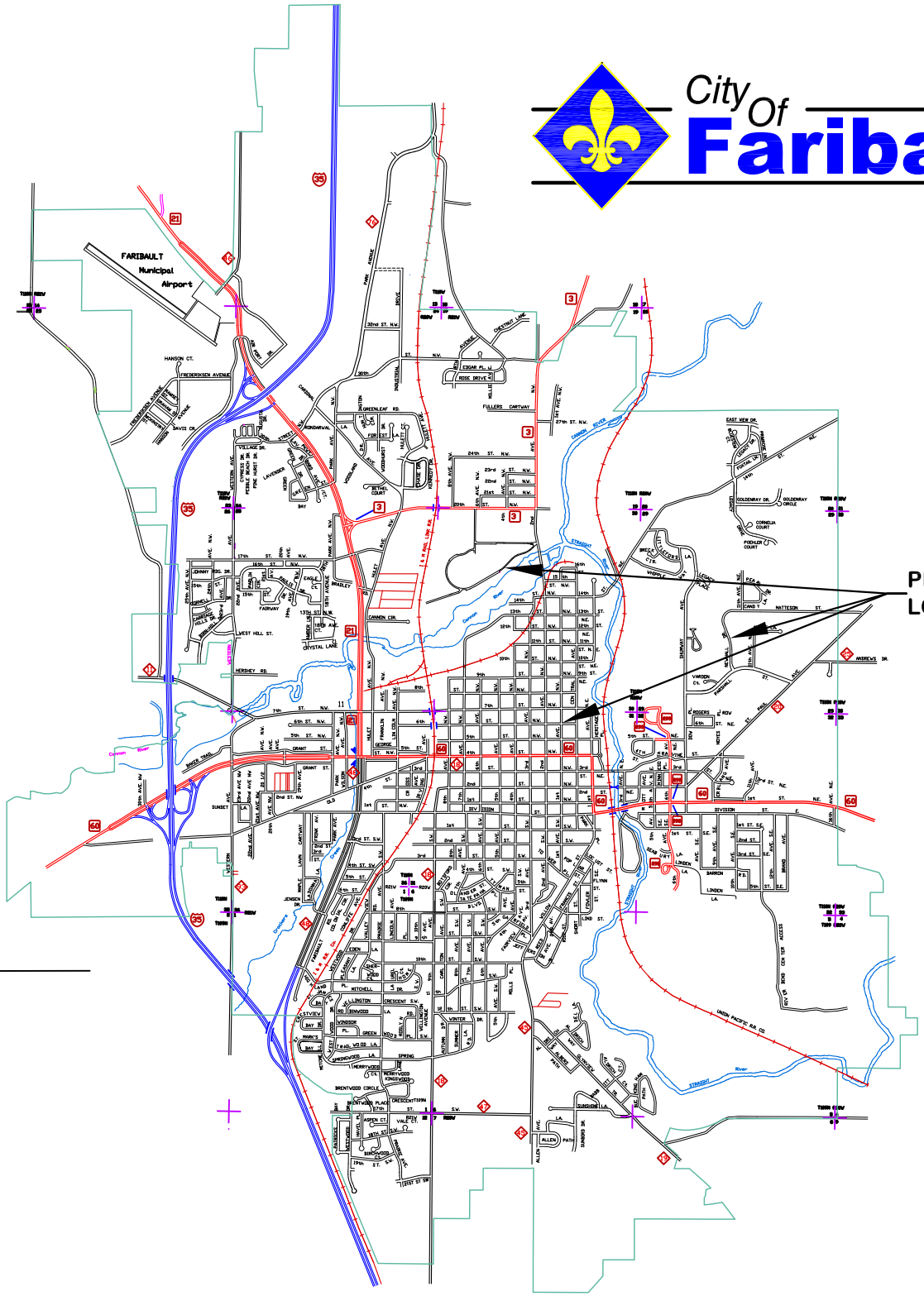
DESIGN BY: MWD DRAWN BY: TJQ
CITY CONTRACT: 2022-02
DATE: JANUARY, 2022

2022 STREET OVERLAY AND SIDEWALK IMPROVEMENTS
TITLE SHEET & LOCATION MAP

City Of Faribault ENGINEERING DEPARTMENT

PLAN: D-3025
SHEET 1 OF 35

City Of Faribault



CONTRACT: 2022-02

PROJECT: 2022 Street Overlay and Sidewalk

BID DATE: March 2, 2022 11:00 a.m.

I HEREBY CERTIFY THAT THIS PLAN 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.

Mark W. DuChene, City Engineer

LIC. NO. 46594 *DATE* 2-4-2022