



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

**TUESDAY, FEBRUARY 11,
2025**

6:00 PM

- 1. Call to Order/Roll Call/Pledge of Allegiance**
- 2. Approve Agenda**
- 3. Presentations/Introductions – None**
- 4. Approve minutes of the January 28, 2025 City Council Meeting and the February 4, 2025 Special City Council Meeting**
 - A. Approve minutes of the January 28, 2025, City Council Meeting and the February 4, 2025, Special City Council Meeting
- 5. Requests to be Heard**
- 6. Consent Agenda**
 - A. Approve List of Claims to be Released
 - B. Resolution 2025-027 Accept Donation from State Bank of Faribault to the Police Department
 - C. Approve Use of Teepee Tonka Park for BlackTop Cruisers Midwest Car Show
 - D. Approve Use of North Alexander Park by Rice County Historical Society for Rendezvous
 - E. Approve North Alexander Park Facilities Cooperative Agreement with ISD #656
 - F. Approve Facility Use Agreements
 - G. Resolution 2025-033 Approve Street Closures for Mental Health Walk
 - H. Resolution 2025-035 Approve Promotion Public Works Superintendent
 - I. Resolution 2025-036 Approve Promotion Public Works Foreperson
 - J. Resolution 2025-037 Approve Preliminary Development Agreement Extension between the City of Faribault and Rebound Real Estate, LLC
 - K. Approve LG220 Application for Exempt Permit
 - L. Resolution 2025-038 Approve Appointment of Board and Commission Member
 - M. Approve Airport Engineering Services Contract with Foth
 - N. Resolution 2025-039 Approve Social Media Policy
 - O. Approve Quote for Sanitary Sewer Structure Rehabilitation
 - P. Approve Agricultural Land Lease for City Owned Property (Biosolids Disposal Property)
 - Q. Approve Private Hangar Land Lease
 - R. Resolution 2025-040 Approve Hiring Environmental & Water Resources Coordinator
- 7. Public Hearings**
 - A. Resolution 2025-021 Support a Minnesota Investment Fund Application in Connection with KGP Telecommunications LLC

- B. Resolution 2025-023 Declare the Existence of Slum and Blight Conditions in the general Central Business District area of the City related to the Small Cities Development Program
- C. Approvals associated with Redevelopment Grant Application -924 1st St NE
 - 1. Resolution 2025-024 Find Parcel is Occupied by Structurally Substandard Building -924 1st St NE
 - 2. Resolution 2025-025 Approve Submission of Redevelopment Grant Application in Connection with 924 1st St NE
 - 3. Resolution 2025-026 Commit Local Match for Redevelopment Grant Application and Authorize Contract Signatures in Connection with 924 1st St NE

8. Items for Discussion - None

9. Bids - None

10. Boards and Commissions Reports, Announcements and Project Updates

11. Adjournment

(The Council may meet as a group for dinner)

NOTE:

 **Closed Captioning of Council meetings available on FCTV.**

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

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

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



CITY COUNCIL MINUTES

COUNCIL CHAMBERS

**TUESDAY, JANUARY 28,
2025**

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

The Special meeting of the City Council was called to order by Mayor Tom Spooner 6:00 pm. Councilors in attendance included Mandy Barnes, Adama Doumbouya, Royal Ross, Peter van Sluis and Chuck Thiele. Also in attendance were City Administrator Jessica Kinser, City Clerk Heather Slechta, Parks and Recreation Director Paul Peanasky, Police Chief John Sherwin, Fire Chief Dustin Dienst, Community and Economic Development Director David Wanberg, Public Works Director Travis Block and Human Resources Manager Kevin Bushard.

Approve Agenda

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

Presentations/Introductions

Police Chief John Sherwin introduced Officer Jeff Burbank. Officer Jeff Burbank was promoted to Sergeant and his badge was pinned by his wife and family.

Approve minutes of January 14, 2025 City Council Meeting

Motion by Doumbouya, seconded by van Sluis to approve the minutes of January 14, 2025 City Council Meeting and carried unanimously.

Requests to be Heard – None

Consent Agenda

- A. List of Claims to be Released
- B. Resolution 2025-011 Approve Hiring Police Officers
- C. Approve LG220 Application for Exempt Permit
- D. Resolution 2025-012 Amend Small Cities Development Program Spend Plan
- E. Resolution 2025-014 Approve 2025 Massage Licenses
- F. Resolution 2025-015 Approve 2025 Salvage Dealer Licenses
- G. Resolution 2025-016 Approve 2025 Vehicle for Hire License
- H. Resolution 2025-17 Support Community Action Center Grant Application and Approve Memorandum of Understanding
- I. Resolution 2025-018 Approve Appointments of Board and Commission Members

- J. Approve 2025 CIP Purchase – Replacement Lawn Mower
- K. Accept Quote for Ultraviolet Light Disinfection Equipment at Water Reclamation Facility
- L. Approve CIP Purchase - Replace Toro Lawn Mower for Parks Department
- M. Approve Request to Apply for Hannah Lips Grant for Parks and Recreation
- N. Approve request to apply for the Hannah Lips Grant for the Fire Department
- O. Approve Hangar Rental Agreement Renewals
- P. Approve Agricultural Land Lease at Airport
- Q. Approve Quote for Sanitary Sewer Structure Rehabilitation
- R. Approve Contract for Faribault Woolen Mills Dam
- S. Approve 2025 Scope of Services with Clean River Partners (CRP)
- T. Approve Biomass Grinding Quote
- U. Resolution 2025-020 Approve Hiring Accounting Technician

Motion by Ross, seconded by Barnes to approve Consent Agenda items A-U and carried unanimously.

Public Hearings – None

Items for Discussion

Resolution 2025-013 Terminate Property Tax Abatement and Void the Contract for Private Development for Certain Property in the City of Faribault

Community and Economic Development Director David Wanberg explained that in 2023, Sage Electrochromics, Inc. requested tax abatement to accommodate the move of Vetrotech North America, to the Saint-Gobain North America Building Glass Campus in Faribault. They reported that the project would net 40 new jobs in Faribault, with an average wage of \$37.94 per hour.

On July 11, 2023, the Council approved Resolutions 2023-137 and 2023-138, which approved property tax abatement and the Contract for Private Development for the proposed 10,800-square-foot addition on the Campus at 1 Sage Way in Faribault. The project was completed staff was hired

On December 16, 2024, announced that Vetrotech North America would cease all operations in North America, including Faribault.

The first property tax abatement payment was scheduled for the second half of 2025. However, because the abatement is tied to the project, which is no longer realized, the City should terminate its portion of the tax abatement. At its January 16, 2024, meeting, the Faribault Economic Development Authority (EDA) concurred with City Staff's recommendation.

Wanberg stated that the EDA and the City appreciate the Developer's work in trying to establish Vetrotech North America in Faribault. Often, parent companies must make difficult decisions that are in the best interest of the parent company, and those decisions sometimes affect local employees and operations. We continue to value Saint-

Gobain/Sage Electrochromics in Faribault and look forward to working with them in the future to retain and grow their presence here.

Councilor Ross stated that they finished the project and the City will still get the property taxes on the improvement.

Motion by van Sluis, seconded by Doumbouya to approve Resolution 2025-013 Terminate Property Tax Abatement and Void the Contract for Private Development for Certain Property in the City of Faribault and carried unanimously.

Resolution 2025-019 Approve Appointment of John Rowan to City Council

City Administrator Jessica Kinser stated that with the election of Tom Spooner to the position of Mayor, a vacancy was created on January 7th, 2025, when he submitted his letter of resignation for the remainder of his City Council term. The City Council immediately declared a vacancy at the first meeting of the year. A process to solicit letters of interest was open until noon on Friday, January 17th, and resulted in five interested residents coming forward. The City Council discussed the applicants at the January 21st work session, and determined that John Rowan was the best candidate to fill the remaining time on the City Council term.

Motion by van Sluis, seconded by Doumbouya to approve Resolution 2025-019 Approve Appointment of John Rowan to City Council and carried unanimously.

Bids - None

Boards and Commissions Reports, Announcements and Project Updates

Mayor Spooner stated that the American Legion Super Bowl breakfast is this weekend.

Adjournment

Motion by Ross, seconded by van Sluis to adjourn the City Council meeting and carried unanimously.

The motion carried 6:0.

The meeting was adjourned at 6:13 pm.

Respectfully Submitted,

Heather Slechta
City Clerk



CITY COUNCIL MINUTES

PUBLIC MEETING ROOM TUESDAY, FEBRUARY 4,
2025

6:15 PM

or immediately following the Council Work Session

Call to Order

The Special meeting of the City Council was called to order by Mayor Tom Spooner 7:37 pm. Councilors in attendance included Mandy Barnes, Adama Doumbouya, Royal Ross, John Rowan, Peter van Sluis and Chuck Thiele. Also in attendance were City Administrator Jessica Kinser, City Clerk Heather Slechta, Parks and Recreation Director Paul Peanasky, Police Chief John Sherwin, Fire Chief Dustin Dienst, Communications Manager Brad Phenow, Community and Economic Development Director David Wanberg, Public Works Director Travis Block and Human Resources Manager Kevin Bushard.

Approve Agenda

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

Consent Agenda

- A. Approve Appointment of Council Members to Board and Commissions
- B. Resolution 2025-028 Approve Council Recommendation of Charter Commission Member Appointments
- C. Resolution 2025-029 Approve Appointment of Heritage Preservation Commission Member
- D. Resolution 2025-030 Approve Appointment of Economic Development Authority Members
- E. Resolution 2025-031 Approve Appointment of Housing and Redevelopment Authority Members
- F. Resolution 2025-034 Approve Hiring Accounting Technician

Councilor Ross pulled items A. Approve Appointment of Council Members to Board and Commissions and E. Resolution 2025-031 Approve Appointment of Housing and Redevelopment Authority Members for further discussion.

Motion by Rowan, seconded by van Sluis to approve Consent Agenda items B-D and F and carried unanimously.

Approve Appointment of Council Members to Board and Commissions

Councilor Ross opposed appointing two Councilors to the Housing and Redevelopment Authority (HRA), as there were citizens that applied to serve on the HRA.

Motion by Thiele, seconded by Doumbouya to Approve Appointment of Council Members to Board and Commissions and carried 5:1 with Ross voting Nay and Rowan abstaining.

Resolution 2025-031 Approve Appointment of Housing and Redevelopment Authority Members

Motion by Thiele, seconded by Barnes to approve Resolution 2025-031 Approve Appointment of Housing and Redevelopment Authority Members and carried unanimously.

Items for Discussion

Resolution 2025-032 Approve Revised Utility Billing Policies

City Administrator Jessica Kinser explained that the City Council approved a set of policies related to Utility Billing in December 2022, which have not been reviewed until now. For the most part the changes are fairly minor and are meant to provide more flexibility and efficiency in handling a high volume of accounts that come through the Finance Department on an annual basis. Some of these changes include changing the language relating to calculating interest on refunds, as that is not a current practice. Language was also changed to provide for any forgiveness related to leaks or an "unusual water event". Sewer use charges have been and are proposed to continue as the only fees to be forgiven should something unusual happen. This has always been a one-month allowance, but this is proposed to change to two months simply due to the timing of bills and when someone might be able to address a leak. Bills go out around the 10th, and could be received around a week later. If this is the first indication of excessive water usage, there is already more than a half month of usage that is likely already occurred due to an unknown cause. This leaves a property owner with ~15 days before the next reading will occur.

The language regarding disconnections has been removed as that is no longer taking place for nonpayment. Also, the removal of the requirement that an appeal of something related to a bill occur within 5 days of the bill being received. That seems like a short timeframe.

Motion by Ross, seconded by van Sluis to approve Resolution 2025-032 Approve Revised Utility Billing Policies and carried unanimously.

Adjournment

Motion by Ross, seconded by van Sluis to adjourn the Special City Council meeting and carried unanimously.

The meeting was adjourned at 7:48 pm.

Respectfully Submitted,

Heather Slechta
City Clerk



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: February 11, 2025
SUBJECT: Approve List of Claims to be Released

Background:

The attached list of claims is ready for Council approval. A total of 359 invoices with a total amount to be paid of \$1,275,662.08. The account detail for each claim provides information to assist readers in understanding the purpose of the purchase as well as the different area of the City organization where the purchase was made.

Approval is recommended to meet the required 35-day payment requirements for valid claims presented to the City.

Recommendation:

Approve the list of claims to be paid.

Attachments:

1. 2.11.25 Claims List

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 021125RG 02/07/2025

DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10427	1st Line/Leewes Ventu	0000		INV	07/15/2023	145730					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Aquatic 42990		AquaticCtr	CmdResale			384.75				
							384.75				
	CHECK TOTAL						384.75				
10131	5 Star Inspections In	0000		EFT	03/05/2025	465					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CodeInsp 43090		Code/Insp	ProfSrv			10,069.96				
							10,069.96				
	CHECK TOTAL						10,069.96				
10057	Airtex Manufacturing	0000		INV	02/02/2025	DS145519					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 42210		SewerReclm	VehEqParts			73.39				
							73.39				
	CHECK TOTAL						73.39				
10061	Allied Medical Traini	0000		INV	02/15/2025	3906					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 43140		Police	Train&Ed			220.50				
							220.50				
10061	Allied Medical Traini	0000		INV	03/01/2025	EMTReCert-Burbank					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 43140		Police	Train&Ed			220.50				
							220.50				
	CHECK TOTAL						441.00				
10681	Amazon Capital Servic	0000		INV	02/19/2025	1PCX-R6PQ-CKRN					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CC Fac 42010		CC Fac	Supplies			35.14				
							35.14				
10681	Amazon Capital Servic	0000		INV	02/22/2025	11CF-LKG1-KJJG					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42010		Library	Supplies			37.65				
							37.65				

CLAIMS LIST REPORT**Detail Invoice List**

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DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10681	Amazon Capital Servic		0000		INV	02/22/2025	1MVF-1VM9-P979			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42190			Library	Books			103.70		
								103.70		
10681	Amazon Capital Servic		0000		INV	02/20/2025	1GLP-WHFG-HMFK			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42010			Library	Supplies			23.40		
								23.40		
10681	Amazon Capital Servic		0000		INV	02/20/2025	11VX-DD4Y-Q1TD			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42010			Library	Supplies			23.99		
								23.99		
10681	Amazon Capital Servic		0000		INV	02/20/2025	1RNK-4CM6-JNTL			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 IndoorPI 42160			IndoorPool	Chem&Prod			29.71		
								29.71		
10681	Amazon Capital Servic		0000		INV	02/01/2025	1WNH-KKLH-9THD			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42010			Library	Supplies			8.99		
								8.99		
10681	Amazon Capital Servic		0000		INV	02/22/2025	1T1G-RL11-CRQ3			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Youth 42010			Youth	Supplies			169.34		
								169.34		
10681	Amazon Capital Servic		0000		INV	02/24/2025	11NK-39M4-MHJ4			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42010			Library	Supplies			15.99		
								15.99		
10681	Amazon Capital Servic		0000		INV	02/24/2025	14RV-Y3GM-TCRT			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42190			Library	Books			67.63		
								67.63		
10681	Amazon Capital Servic		0000		INV	02/23/2025	1W6J-7KYY-HXG7			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Youth 42010			Youth	Supplies			95.99		
								95.99		

CLAIMS LIST REPORT

Detail Invoice List

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DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10681	Amazon Capital Servic	0000		INV	02/27/2025	1QJY-4WX6-3YXJ					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Storm 42010		Storm Wtr	Supplies		0.17					
	2 StrMaint 42010		StrMaint	Supplies		11.44					
	3 SwrColl 42010		Sewer Coll	Supplies		1.19					
	4 Water 42010		Water	Supplies		1.19					
							13.99				
10681	Amazon Capital Servic	0000		INV	02/27/2025	1Q3M-WXGV-J3CW					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Wshngtn 42410		Wshngtn	MinorEquip		99.99					
							99.99				
10681	Amazon Capital Servic	0000		INV	02/28/2025	1C77-D3YF-4FV6					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 42010		SewerReclm	Supplies		86.97					
							86.97				
10681	Amazon Capital Servic	0000		INV	03/02/2025	14WM-9MHX-9YVQ					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 HR 42010		HR	Supplies		28.97					
							28.97				
10681	Amazon Capital Servic	0000		INV	03/06/2025	1QVY-3FMQ-DT3V					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42230		Library	Bldg Supp		91.78					
							91.78				
10681	Amazon Capital Servic	0000		INV	03/05/2025	1RLF-LHJD-3F3L					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fire 42010		Fire	Supplies		127.52					
							127.52				
10681	Amazon Capital Servic	0000		INV	03/05/2025	13L9-L4VD-1CTL					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42010		StrMaint	Supplies		36.69					
	2 Water 42010		Water	Supplies		3.82					
	3 SwrColl 42010		Sewer Coll	Supplies		3.82					
	4 Storm 42010		Storm Wtr	Supplies		0.54					
							44.87				
10681	Amazon Capital Servic	0000		INV	03/05/2025	1DFH-QF94-3YCT					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 42010		SewerReclm	Supplies		37.35					
							37.35				

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10681	Amazon Capital Servic		0000		INV	03/07/2025	19TM-6JJM-4X63			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Library 42010		Library	Supplies			14.76		
								14.76		
							CHECK TOTAL	1,157.73		
11080	American Badge Inc		0000		INV	02/28/2025	PROF892			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Police 43090		Police	ProfSrv			4,500.00		
								4,500.00		
							CHECK TOTAL	4,500.00		
10311	American Red Cross		0000		INV	02/21/2025	22753626			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Adult 42010		Adult	Supplies			275.00		
								275.00		
							CHECK TOTAL	275.00		
10686	Ampion PBC		0000		INV	03/03/2025	2025020001527926			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	StrSign 43810		Sign Sig	Elec Util			10.05		
								10.05		
10686	Ampion PBC		0000		INV	03/03/2025	2025020001527742			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Fire Fac 43810		Fire Fac	Elec Util			298.46		
	2	Lib Fac 43810		Lib Fac	Elec Util			501.62		
	3	Parks 43810		P&Tmaint	Elec Util			325.72		
	4	PW Fac 43810		PW Fac	Elec Util			3.02		
	5	Soccer 43810		SoccerComp	Elec Util			33.93		
	6	Storm 43810		Storm Wtr	Elec Util			0.04		
	7	StrLight 43810		StrLight	Elec Util			1,241.24		
	8	StrSign 43810		Sign Sig	Elec Util			110.64		
	9	SwrColl 43810		Sewer Coll	Elec Util			51.54		
	11	Water 43810		Water	Elec Util			1,160.26		
	12	Wshngtn 43810		Wshngtn	Elec Util			177.78		
								3,904.25		
							CHECK TOTAL	3,914.30		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

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DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10324	Ancom Technical Cente		0000		INV	02/28/2025	126002			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire	44040	Fire		MachEqRpr			180.00		
									180.00	
							CHECK TOTAL	180.00		
10245	APG Media of Southern		0000		EFT	02/24/2025	1448011			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Council	43510	Council		LegalPubng			158.13		
									158.13	
							CHECK TOTAL	158.13		
10278	Arrow Electric LLC		0000		EFT	02/25/2025	3187			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrLight	44040	StrLight		MachEqRpr			210.00		
									210.00	
							CHECK TOTAL	210.00		
10315	Aspen Mills		0000		INV	03/05/2025	347962			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	42180	Police		Uniforms			138.36		
									138.36	
							CHECK TOTAL	138.36		
10316	Auto Value Parts Stor		0000		EFT	01/13/2025	48215574			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrColl	42210	Sewer Coll		VehEqParts			-20.98		
									-20.98	
10316	Auto Value Parts Stor		0000		EFT	02/23/2025	48215864			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 EqMaint	42010	EqMaint		Supplies			26.97		
									26.97	
10316	Auto Value Parts Stor		0000		EFT	02/20/2025	48215756			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	42010	Water		Supplies			12.99		
									12.99	

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CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10316	Auto Value Parts Stor	0000		EFT	03/06/2025	48216095				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 42010		EqMaint	Supplies		5.49				
							5.49			
10316	Auto Value Parts Stor	0000		EFT	02/26/2025	48215921				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42010		P&Tmaint	Supplies		28.50				
							28.50			
						CHECK TOTAL	52.97			
10332	Baker & Taylor Entert	0000		INV	02/09/2025	2038797609				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		33.37				
							33.37			
10332	Baker & Taylor Entert	0000		INV	02/14/2025	2038818904				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		42.14				
							42.14			
10332	Baker & Taylor Entert	0000		INV	02/20/2025	2038830885				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		152.35				
							152.35			
10332	Baker & Taylor Entert	0000		INV	02/20/2025	2038830884				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		3.66				
							3.66			
10332	Baker & Taylor Entert	0000		INV	02/20/2025	2038830886				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		22.04				
							22.04			
10332	Baker & Taylor Entert	0000		INV	02/20/2025	2038829696				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		149.07				
							149.07			
10332	Baker & Taylor Entert	0000		INV	02/16/2025	20388267464				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		262.10				
							262.10			

CLAIMS LIST REPORT

Detail Invoice List

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DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10332	Baker & Taylor Entert		0000		INV	02/19/2025	2038826389			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42190			Library	Books		347.57			
								347.57		
10332	Baker & Taylor Entert		0000		INV	02/19/2025	2038826390			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42190			Library	Books		42.14			
								42.14		
10332	Baker & Taylor Entert		0000		INV	02/19/2025	2038826388			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42190			Library	Books		3.66			
								3.66		
10332	Baker & Taylor Entert		0000		INV	02/16/2025	2038820005			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42190			Library	Books		646.48			
								646.48		
10332	Baker & Taylor Entert		0000		INV	02/09/2025	2038797611			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42190			Library	Books		65.55			
								65.55		
10332	Baker & Taylor Entert		0000		INV	02/08/2025	2038799510			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42190			Library	Books		417.07			
								417.07		
10332	Baker & Taylor Entert		0000		INV	02/09/2025	2038797610			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42190			Library	Books		166.30			
								166.30		
10332	Baker & Taylor Entert		0000		INV	02/14/2025	2038811680			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42190			Library	Books		327.78			
								327.78		
10332	Baker & Taylor Entert		0000		INV	03/05/2025	2038844059			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42190			Library	Books		29.36			
								29.36		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 021125RG 02/07/2025

DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10332	Baker & Taylor Entert	0000		INV	02/27/2025	2038850786					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42190		Library	Books			121.12				
							121.12				
						CHECK TOTAL	2,831.76				
10335	BCM Construction Inc	0000		EFT	02/27/2025	15561					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 43090		SewerReclm	ProfSrv			7,725.00				
							7,725.00				
10335	BCM Construction Inc	0000		EFT	02/27/2025	15560					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 44050		Water	EOMaint			1,400.00				
							1,400.00				
10335	BCM Construction Inc	0000		EFT	02/27/2025	15563					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 44050		Water	EOMaint			1,625.00				
							1,625.00				
10335	BCM Construction Inc	0000		EFT	02/27/2025	15562					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 44050		Water	EOMaint			1,487.50				
							1,487.50				
						CHECK TOTAL	12,237.50				
10221	BG Minnesota Inc	0000		EFT	03/05/2025	PI0065966					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 EqMaint 42210		EqMaint	VehEqParts			81.89				
	2 Parks 42210		P&Tmaint	VehEqParts			163.77				
	3 StrMaint 42210		StrMaint	VehEqParts			327.54				
	4 SwrColl 42210		Sewer Coll	VehEqParts			122.83				
	5 Water 42210		Water	VehEqParts			122.82				
							818.85				
						CHECK TOTAL	818.85				
10031	BHE Renewables	0000		EFT	02/21/2025	352917					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 43810		SewerReclm	Elec Util			4,441.44				
							4,441.44				

City of Faribault



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Detail Invoice List

CHECK RUN: 021125RG 02/07/2025

DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
					CHECK TOTAL	4,441.44				
10337 Bolton & Menk Inc	0000		EFT	03/02/2025	0355383					
ACCOUNT DETAIL					LINE AMOUNT					
1 Water 45300		Water	Impr Other			35,025.25			35,025.25	
					CHECK TOTAL	35,025.25				
10339 Border States Industr	0000		EFT	02/27/2025	929771158					
ACCOUNT DETAIL					LINE AMOUNT					
1 StrMaint 42230		StrMaint	Bldg Supp			9.73			9.73	
10339 Border States Industr	0000		EFT	03/01/2025	929782548					
ACCOUNT DETAIL					LINE AMOUNT					
1 Fire 42230		Fire	Bldg Supp			70.73			70.73	
					CHECK TOTAL	80.46				
10432 Burand Inc	0000		EFT	02/23/2025	84462					
ACCOUNT DETAIL					LINE AMOUNT					
1 SwrRecl 42210		SewerReclm	VehEqParts			446.04			446.04	
					CHECK TOTAL	446.04				
10701 Burbank Jeffrey	0000		EFT	02/15/2025	20250311Train-Burban					
ACCOUNT DETAIL					LINE AMOUNT					
1 Police 43310		Police	Travel Exp			15.00			15.00	
					CHECK TOTAL	15.00				
10097 Canon Financial Servi	0000		INV	02/11/2025	37775933					
ACCOUNT DETAIL					LINE AMOUNT					
1 CodeInsp 44160		Code/Insp	Rents			167.08			167.08	

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Detail Invoice List

CHECK RUN: 021125RG 02/07/2025

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CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10097	Canon Financial Servi	0000		INV	02/11/2025	37566605					
ACCOUNT DETAIL						LINE AMOUNT					
1	Storm	44160	Storm Wtr	Rents		1.46					
2	StrMaint	44160	StrMaint	Rents		98.90					
3	SwrColl	44160	Sewer Coll	Rents		10.29					
4	Water	44160	Water	Rents		10.30					
							120.95				
						CHECK TOTAL	288.03				
10377	Cave Creek LLC	0000		EFT	01/30/2025	2024TIF9-CaveCreek					
ACCOUNT DETAIL						LINE AMOUNT					
1	TIFFarRd	44930	9-FaribRd	PAYGo Pmnt		4,521.90					
							4,521.90				
						CHECK TOTAL	4,521.90				
10352	Cedar Lake Electric I	0000		INV	01/17/2025	75810					
ACCOUNT DETAIL						LINE AMOUNT					
1	Pol Fac	44010	Pol Fac	Bldg Maint		119.95					
							119.95				
						CHECK TOTAL	119.95				
10353	Chadderdon Lumber	0000		INV	02/12/2025	213161					
ACCOUNT DETAIL						LINE AMOUNT					
1	StrMaint	42010	StrMaint	Supplies		92.80					
							92.80				
10353	Chadderdon Lumber	0000		INV	02/28/2025	213338					
ACCOUNT DETAIL						LINE AMOUNT					
1	Parks	42010	P&Tmaint	Supplies		210.00					
							210.00				
10353	Chadderdon Lumber	0000		INV	02/28/2025	213336					
ACCOUNT DETAIL						LINE AMOUNT					
1	PW Fac	44010	PW Fac	Bldg Maint		615.92					
							615.92				
10353	Chadderdon Lumber	0000		INV	02/26/2025	213313					
ACCOUNT DETAIL						LINE AMOUNT					
1	Fire	42010	Fire	Supplies		9.28					
							9.28				
						CHECK TOTAL	928.00				

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CHECK RUN: 021125RG 02/07/2025

DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10711	Chamber Trust	0000		INV	02/26/2025	1326306			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Council 43140		Council	Train&Ed		600.00			
	2 CEDAdmin43140		CED Admin	Train&Ed		100.00			
							700.00		
						CHECK TOTAL	700.00		
11051	ChemTreat Inc	0000		INV	02/23/2025	CIN010794133			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 42160		SewerReclm	Chem&Prod		2,056.20			
							2,056.20		
						CHECK TOTAL	2,056.20		
10354	Cintas Corporation	0000		EFT	02/22/2025	4218888208			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 CC Fac 44060		CC Fac	Lndry Srvc		8.22			
							8.22		
10354	Cintas Corporation	0000		EFT	02/23/2025	4218958172			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Parks 44060		P&Tmaint	Lndry Srvc		36.55			
							36.55		
10354	Cintas Corporation	0000		EFT	02/23/2025	4218958419			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 44060		SewerReclm	Lndry Srvc		42.61			
							42.61		
10354	Cintas Corporation	0000		EFT	02/23/2025	4218958303			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 44060		SewerReclm	Lndry Srvc		6.43			
							6.43		
10354	Cintas Corporation	0000		EFT	02/23/2025	4218958103			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Storm 44060		Storm Wtr	Lndry Srvc		5.45			
	2 SwrColl 44060		Sewer Coll	Lndry Srvc		12.64			
	3 Water 44060		Water	Lndry Srvc		28.56			
							46.65		

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Detail Invoice List

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DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10354	Cintas Corporation	0000		EFT	02/23/2025	4218958041				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 44060		EqMaint	Lndry Srvc		24.40				24.40
10354	Cintas Corporation	0000		EFT	02/23/2025	4218958021				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 44060		EqMaint	Lndry Srvc		9.55				
	2 StrMaint 44060		StrMaint	Lndry Srvc		31.22				40.77
10354	Cintas Corporation	0000		EFT	03/02/2025	4219713227				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Storm 44060		Storm Wtr	Lndry Srvc		5.45				
	2 SwrColl 44060		Sewer Coll	Lndry Srvc		12.64				
	3 Water 44060		Water	Lndry Srvc		28.56				46.65
10354	Cintas Corporation	0000		EFT	03/02/2025	4219713334				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 44060		P&Tmaint	Lndry Srvc		36.55				36.55
10354	Cintas Corporation	0000		EFT	03/02/2025	4219713223				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 44060		EqMaint	Lndry Srvc		24.40				24.40
10354	Cintas Corporation	0000		EFT	03/02/2025	4219713177				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 44060		EqMaint	Lndry Srvc		9.55				
	2 StrMaint 44060		StrMaint	Lndry Srvc		31.22				40.77
10354	Cintas Corporation	0000		EFT	03/02/2025	4219713577				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 44060		SewerReclm	Lndry Srvc		42.61				42.61
10354	Cintas Corporation	0000		EFT	03/02/2025	4219713535				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 44060		SewerReclm	Lndry Srvc		48.44				48.44

City of Faribault



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CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10354	Cintas Corporation	0000		EFT	12/29/2024	4213157649					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 44060		SewerReclm	Lndry Srvc		42.61					
							42.61				
						CHECK TOTAL	487.66				
10713	City of Faribault	0000		INV	01/30/2025	486					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 HRA 43090		Frblt HRA	ProfSrvc		29,513.04					
							29,513.04				
						CHECK TOTAL	29,513.04				
10713	City of Faribault	0000		INV	03/08/2025	20250206-2024-PC					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 PWAdmin 43090		PW Admin	ProfSrvc		35.25					
	2 Parks 43090		P&Tmaint	ProfSrvc		1.00					
	3 PWAdmin 43090		PW Admin	ProfSrvc		1.65					
							37.90				
						CHECK TOTAL	37.90				
10374	CL Bensen Company Inc	0000		EFT	11/21/2024	149274					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CC Fac 42230		CC Fac	Bldg Supp		158.04					
							158.04				
10374	CL Bensen Company Inc	0000		EFT	12/04/2024	149450					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Wshngtn 42230		Wshngtn	Bldg Supp		80.16					
							80.16				
10374	CL Bensen Company Inc	0000		EFT	11/27/2024	149355					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CC Fac 42230		CC Fac	Bldg Supp		387.48					
							387.48				
10374	CL Bensen Company Inc	0000		EFT	11/27/2024	149356					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Wshngtn 42010		Wshngtn	Supplies		80.16					
							80.16				
						CHECK TOTAL	705.84				

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 User: Jessica Kinser (jkinser)
 Program ID: apwarnt

City of Faribault



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Detail Invoice List

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DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10988	Colonial Life & Accid		0000		INV	02/07/2025	2776			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 101	21711		General	LTDPay			80.00		
								80.00		
							CHECK TOTAL	80.00		
10357	Community Co-op Oil A		0000		INV	02/22/2025	156487			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint	44040		StrMaint	MachEqRpr			31.00		
								31.00		
10357	Community Co-op Oil A		0000		INV	02/26/2025	156518			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire	44040		Fire	MachEqRpr			36.00		
								36.00		
10357	Community Co-op Oil A		0000		INV	02/26/2025	156523			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire	44040		Fire	MachEqRpr			84.00		
								84.00		
10357	Community Co-op Oil A		0000		INV	02/27/2025	080401			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 101	15520		General	PrePd Fuel			20,805.62		
								20,805.62		
10357	Community Co-op Oil A		0000		INV	03/02/2025	156594			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint	42210		StrMaint	VehEqParts			486.00		
								486.00		
10357	Community Co-op Oil A		0000		INV	02/23/2025	156498			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 EqMaint	42210		EqMaint	VehEqParts			290.00		
								290.00		
							CHECK TOTAL	21,732.62		
10054	Creative Co-Op		0000		INV	02/22/2025	20250123			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Pol Fac	42230		Pol Fac	Bldg Supp			24.00		
								24.00		
							CHECK TOTAL	24.00		

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CLAIMS LIST REPORT

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10365	Creative Forms & Conc		0000		INV	02/20/2025	121008			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	HR 42010		HR	Supplies			94.99		
								94.99		
							CHECK TOTAL	94.99		
10361	Culligan		0000		EFT	03/02/2025	119X01195903			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	CC Fac 44160		CC Fac	Rents			45.50		
								45.50		
10361	Culligan		0000		EFT	03/02/2025	119X01199103			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Parks 42010		P&Tmaint	Supplies			117.00		
								117.00		
							CHECK TOTAL	162.50		
10369	Cursor Control Inc		0000		INV	02/26/2025	2012-1209			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	CEDAdmin43095		CED Admin	SoftwrSupp			1,465.00		
								1,465.00		
							CHECK TOTAL	1,465.00		
10128	Daikin Applied Americ		0000		EFT	01/30/2025	2024TaxAbate-Daikin			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	CEDAbate 44940		CED Abate	Tax Abate			59,933.56		
								59,933.56		
							CHECK TOTAL	59,933.56		
10160	Dakota Supply Group		0000		EFT	02/22/2025	S104413108.001			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Water 42010		Water	Supplies			505.16		
								505.16		
							CHECK TOTAL	505.16		

City of Faribault



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CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10380	Dalco	0000		INV	03/01/2025	4336822				
ACCOUNT DETAIL						LINE AMOUNT				
1	Storm	42010	Storm Wtr	Supplies		2.06				
2	StrMaint	42010	StrMaint	Supplies		139.02				
3	SwrColl	42010	Sewer Coll	Supplies		14.47				
4	Water	42010	Water	Supplies		14.46				
							170.01			
CHECK TOTAL							170.01			
10729	Darren Viland Carpent	0000		INV	02/15/2025	Escrow 2021-00447				
ACCOUNT DETAIL						LINE AMOUNT				
1	101	22000	General	Deposits		1,000.00				
							1,000.00			
CHECK TOTAL							1,000.00			
11084	Data Center Systems I	0000		INV	02/23/2025	Inv99443				
ACCOUNT DETAIL						LINE AMOUNT				
1	SwrRecl	42210	SewerReclm	VehEqParts		273.00				
							273.00			
CHECK TOTAL							273.00			
10383	Donohue & Associates	0000		INV	02/08/2025	14465-07				
ACCOUNT DETAIL						LINE AMOUNT				
1	SwrRecl	42410	SewerReclm	MinorEquip		3,787.50				
							3,787.50			
CHECK TOTAL							3,787.50			
10275	E O Johnson Company I	0000		EFT	03/05/2025	38462609				
ACCOUNT DETAIL						LINE AMOUNT				
1	CC Admin	44160	CC Admin	Rents		287.56				
							287.56			
CHECK TOTAL							287.56			
10395	Ehlers & Associates I	0000		INV	02/08/2025	1389				
ACCOUNT DETAIL						LINE AMOUNT				
1	EDA	43090	EDA	ProfSrv		1,242.50				
							1,242.50			
CHECK TOTAL							1,242.50			

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 User: Jessica Kinser (jkinser)
 Program ID: apwarnt

City of Faribault



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Detail Invoice List

CHECK RUN: 021125RG 02/07/2025

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10744	Evergreen Knoll Limit		0000		INV	01/30/2025	2024TIF15 -LoftsatEv			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 TIFLofts 44930			15-Lofts	PAYGo Pmnt			26,857.31		
								26,857.31		
							CHECK TOTAL	26,857.31		
10409	Fame Awards		0000		INV	02/24/2025	20251907			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Council 42010			Council	Supplies			46.60		
								46.60		
							CHECK TOTAL	46.60		
10749	Fareway Stores Inc #1		0000		INV	03/02/2025	01			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42010			Police	Supplies			49.98		
								49.98		
10749	Fareway Stores Inc #1		0000		INV	02/14/2025	00183352			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CH Fac 42010			CH Maint	Supplies			52.88		
								52.88		
							CHECK TOTAL	102.86		
10410	Faribault Ace Hardwar		0000		INV	02/16/2025	501516/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies			162.32		
								162.32		
10410	Faribault Ace Hardwar		0000		INV	02/23/2025	501720/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42010			SewerReclm	Supplies			36.97		
								36.97		
10410	Faribault Ace Hardwar		0000		INV	02/26/2025	501797/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42010			Police	Supplies			16.19		
								16.19		
10410	Faribault Ace Hardwar		0000		INV	02/26/2025	501821/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Fac 42010			CC Fac	Supplies			1.68		

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 User: Jessica Kinser (jkinser)
 Program ID: apwarnt

City of Faribault



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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
								1.68		
10410	Faribault Ace Hardwar		0000		INV	02/27/2025	501828/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	42010		SewerReclm	Supplies			15.27		
								15.27		
10410	Faribault Ace Hardwar		0000		INV	02/26/2025	501819/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	42010		P&Tmaint	Supplies			32.99		
								32.99		
10410	Faribault Ace Hardwar		0000		INV	02/27/2025	501844/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	42410		P&Tmaint	MinorEquip			8.99		
								8.99		
10410	Faribault Ace Hardwar		0000		INV	02/28/2025	501855/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint	42010		StrMaint	Supplies			20.09		
								20.09		
10410	Faribault Ace Hardwar		0000		INV	03/01/2025	501897/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	42010		Police	Supplies			29.58		
								29.58		
10410	Faribault Ace Hardwar		0000		INV	03/02/2025	501932/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	42010		Police	Supplies			38.68		
								38.68		
10410	Faribault Ace Hardwar		0000		INV	03/02/2025	501939/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Airport	42010		Airport	Supplies			35.18		
								35.18		
10410	Faribault Ace Hardwar		0000		INV	03/02/2025	501945/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Fac	42230		CC Fac	Bldg Supp			3.75		
								3.75		
10410	Faribault Ace Hardwar		0000		INV	03/05/2025	501972/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Fac	42010		CC Fac	Supplies			44.22		
								44.22		

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City of Faribault



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CASH ACCOUNT: Treasury 10100				Cash							
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10410	Faribault Ace Hardwar			0000		INV	03/07/2025	502086/1			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	CC Fac	42010		CC Fac	Supplies			16.19		
									16.19		
10410	Faribault Ace Hardwar			0000		INV	03/08/2025	502115/1			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	SwrRecl	42010		SewerReclm	Supplies			8.99		
									8.99		
10410	Faribault Ace Hardwar			0000		INV	03/09/2025	502139/1			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	StrMaint	42010		StrMaint	Supplies			5.96		
									5.96		
								CHECK TOTAL	477.05		
10561	Faribault Daily News			0000		INV	03/04/2025	FDN-1096			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	CC Admin	44330		CC Admin	DuesSubscr			252.20		
									252.20		
								CHECK TOTAL	252.20		
10753	Faribault Division LL			0000		INV	01/30/2025	2024Tif13 - Hamilton			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	TIFHamil	44930		13-Hamilton	PAYGo Pmnt			27,234.52		
									27,234.52		
								CHECK TOTAL	27,234.52		
10075	Faribault Fleet Suppl			0000		EFT	02/26/2025	065100			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Parks	42010		P&Tmaint	Supplies			19.99		
									19.99		
10075	Faribault Fleet Suppl			0000		EFT	02/26/2025	065098			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Parks	42010		P&Tmaint	Supplies			19.99		
									19.99		
10075	Faribault Fleet Suppl			0000		EFT	02/26/2025	065093			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	EqMaint	42010		EqMaint	Supplies			5.25		
									5.25		

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CASH ACCOUNT: Treasury 10100				Cash							
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10075	Faribault Fleet Suppl			0000		EFT	02/26/2025	065109			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Water	42010		Water	Supplies			31.06		
									31.06		
10075	Faribault Fleet Suppl			0000		EFT	02/27/2025	065115			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	StrMaint	42410		StrMaint	MinorEquip			29.99		
									29.99		
10075	Faribault Fleet Suppl			0000		EFT	02/27/2025	065123			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Parks	42010		P&Tmaint	Supplies			12.48		
									12.48		
10075	Faribault Fleet Suppl			0000		EFT	02/28/2025	065147			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	PW Fac	44010		PW Fac	Bldg Maint			46.28		
									46.28		
10075	Faribault Fleet Suppl			0000		EFT	02/28/2025	5314-25			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	SwrRecl	42010		SewerReclm	Supplies			-14.99		
									-14.99		
10075	Faribault Fleet Suppl			0000		EFT	02/28/2025	065167			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Fire	42210		Fire	VehEqParts			0.96		
									0.96		
10075	Faribault Fleet Suppl			0000		EFT	02/28/2025	065157			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Storm	42010		Storm Wtr	Supplies			0.06		
	2	StrMaint	42010		StrMaint	Supplies			4.23		
	3	SwrColl	42010		Sewer Coll	Supplies			0.44		
	4	Water	42010		Water	Supplies			0.44		
									5.17		
10075	Faribault Fleet Suppl			0000		EFT	03/01/2025	065177			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Parks	42410		P&Tmaint	MinorEquip			43.98		
									43.98		
10075	Faribault Fleet Suppl			0000		EFT	03/05/2025	065267			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	StrMaint	42010		StrMaint	Supplies			49.98		

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10075	Faribault Fleet Suppl		0000		EFT	03/06/2025	065309	49.98		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 EqMaint	42010		EqMaint	Supplies			8.98		
								8.98		
							CHECK TOTAL	259.12		
10757	Faribault Post Office		0000		INV	03/05/2025	2025SpringBulletin			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Admin	43220		CC Admin	Postage			2,655.09		
								2,655.09		
							CHECK TOTAL	2,655.09		
10417	Faribo Plumbing & Hea		0000		EFT	02/23/2025	25496			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 PW Fac	44010		PW Fac	Bldg Maint			337.50		
								337.50		
10417	Faribo Plumbing & Hea		0000		EFT	02/26/2025	25497			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 PW Fac	44010		PW Fac	Bldg Maint			525.00		
								525.00		
							CHECK TOTAL	862.50		
10418	Fastenal Company		0000		EFT	02/23/2025	MNDUN133152			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	42160		SewerReclm	Chem&Prod			704.56		
								704.56		
							CHECK TOTAL	704.56		
10421	Fette Electronics Inc		0000		EFT	03/01/2025	11209			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 IT	43090		IT	ProfSrv			500.00		
								500.00		
10421	Fette Electronics Inc		0000		EFT	03/05/2025	11214			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 IT	43090		IT	ProfSrv			175.00		
								175.00		
							CHECK TOTAL	675.00		

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10768	Flexible Pipe Tools &		0000		INV	03/07/2025	30977			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrColl 42410			Sewer Coll	MinorEquip			78.80		
								78.80		
							CHECK TOTAL	78.80		
11043	Foth & Van Dyke LLC		0000		INV	02/19/2025	94590			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Airport 43090			Airport	ProfSrv			10,325.00		
								10,325.00		
							CHECK TOTAL	10,325.00		
10774	Gailey Raymond A		0000		INV	02/23/2025	January Pickleball			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Adult 43090			Adult	ProfSrv			260.00		
								260.00		
							CHECK TOTAL	260.00		
10445	Garlick Brothers LLC		0000		EFT	03/02/2025	119629			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Pol Fac 42230			Pol Fac	Bldg Supp			40.00		
								40.00		
							CHECK TOTAL	40.00		
10777	Glenn's Service LLC		0000		INV	03/02/2025	69554			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42210			Police	VehEqParts			39.90		
								39.90		
							CHECK TOTAL	39.90		
10778	Gliem Brandon		0000		EFT	02/15/2025	20250107Train-Gliem			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 43310			Police	Travel Exp			14.06		
								14.06		
10778	Gliem Brandon		0000		EFT	02/23/2025	20250506Train-Gliem			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 43310			Police	Travel Exp			30.00		

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CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							30.00		
						CHECK TOTAL	44.06		
10438	Gopher State One Call	0000		EFT	03/02/2025	5010395			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Water 43090		Water	ProfSrv			40.96		
	2 SwrColl 43090		Sewer Coll	ProfSrv			40.96		
	3 Storm 43090		Storm Wtr	ProfSrv			40.98		
							122.90		
						CHECK TOTAL	122.90		
10242	Great Northern Enviro	0000		EFT	02/22/2025	5816			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrColl 42210		Sewer Coll	VehEqParts			279.20		
							279.20		
10242	Great Northern Enviro	0000		EFT	02/22/2025	5817			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 42210		SewerReclm	VehEqParts			2,316.20		
							2,316.20		
						CHECK TOTAL	2,595.40		
10443	GS Direct Inc	0000		INV	03/02/2025	379163			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Engineer 43090		Engineer	ProfSrv			320.00		
							320.00		
						CHECK TOTAL	320.00		
10001	Guardian Fleet Safety	0000		EFT	01/16/2025	301490			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Police 42210		Police	VehEqParts			80.47		
							80.47		
10001	Guardian Fleet Safety	0000		EFT	02/23/2025	301630			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Police 42210		Police	VehEqParts			14,872.62		
							14,872.62		
						CHECK TOTAL	14,953.09		

City of Faribault



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CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10784	Gustafson Jay	0000		INV	02/22/2025	001 Bitty Basketball				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CC Admin 43090		CC Admin	ProfSrv		600.00				
							600.00			
						CHECK TOTAL	600.00			
10786	Hagen Christensen & M	0000		EFT	02/05/2025	2342.02-5				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 PrkInd 45200		Prk Dedic	BldgImprov		3,243.96				
							3,243.96			
						CHECK TOTAL	3,243.96			
10592	Harlequin Sales Corp/	0000		INV	02/09/2025	905512				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		27.56				
							27.56			
						CHECK TOTAL	27.56			
10447	Harry Brown's LLC	0000		EFT	12/25/2024	CW122524				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Police 44040		Police	MachEqRpr		-51.40				
							-51.40			
10447	Harry Brown's LLC	0000		EFT	02/24/2025	CW012425				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Police 44040		Police	MachEqRpr		206.90				
							206.90			
						CHECK TOTAL	155.50			
10079	Craig L Havelka	0000		EFT	02/05/2025	44756				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Pol Fac 44010		Pol Fac	Bldg Maint		79.00				
							79.00			
						CHECK TOTAL	79.00			
10449	Hawkins Inc	0000		EFT	02/20/2025	6965539				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CC Fac 42160		CC Fac	Chem&Prod		1,051.88				
							1,051.88			

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CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10449	Hawkins Inc	0000		EFT	02/23/2025	6968888					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42160		Water	Chem&Prod		6,381.58					
							6,381.58				
10449	Hawkins Inc	0000		EFT	02/28/2025	6973330					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42160		Water	Chem&Prod		2,366.00					
							2,366.00				
10449	Hawkins Inc	0000		EFT	03/06/2025	6976254					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 42160		SewerReclm	Chem&Prod		10,532.69					
							10,532.69				
						CHECK TOTAL	20,332.15				
10993	Teladoc Health Inc	0000		INV	03/03/2025	2025029336184					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 101 21707		General	MedicalPay		930.00					
							930.00				
						CHECK TOTAL	930.00				
10452	Heiman Fire Equipment	0000		EFT	02/12/2025	0938207-IN					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fire 42010		Fire	Supplies		513.43					
							513.43				
10452	Heiman Fire Equipment	0000		EFT	02/14/2025	0938372-IN					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fire 42210		Fire	VehEqParts		1,586.20					
							1,586.20				
						CHECK TOTAL	2,099.63				
11090	Heinrich Envelope Cor	0000		INV	02/20/2025	484295					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fin 42010		Finance	Supplies		460.50					
							460.50				
						CHECK TOTAL	460.50				

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10463	Hiawathaland Transit		0000		EFT	03/05/2025	002243			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Transit	44370		Transit	Misc Chrgs			12,000.00		
									12,000.00	
							CHECK TOTAL		12,000.00	
11032	Hill, Piper		0000		INV	01/30/2025	2024YouthGolf			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Youth	43090		Youth	ProfSrv			1,560.00		
									1,560.00	
							CHECK TOTAL		1,560.00	
10454	Hillyard Hutchinson		0000		INV	03/02/2025	700631431			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Fac	42210		CC Fac	VehEqParts			525.54		
									525.54	
							CHECK TOTAL		525.54	
10990	IAFF Local 665		0000		INV	02/07/2025	2777			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 101	21708		General	UnDuesPay			810.00		
									810.00	
							CHECK TOTAL		810.00	
10467	IFACS		0000		INV	12/26/2024	5349345			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint	42010		StrMaint	Supplies			51.31		
									51.31	
10467	IFACS		0000		INV	11/29/2024	5347677			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	42010		P&Tmaint	Supplies			21.74		
									21.74	
10467	IFACS		0000		INV	11/22/2024	5347217			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	42010		P&Tmaint	Supplies			5.66		
									5.66	

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CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10467	IFACS	0000		INV	11/22/2024	5345261				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42010		StrMaint	Supplies		4.04				
							4.04			
10467	IFACS	0000		INV	10/20/2024	5345228				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42010		P&Tmaint	Supplies		6.41				
							6.41			
10467	IFACS	0000		INV	10/12/2024	5344679				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42010		P&Tmaint	Supplies		117.46				
							117.46			
						CHECK TOTAL	206.62			
10188	Imperial Supplies Hol	0000		EFT	02/19/2025	I001CF4616				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 42410		Water	MinorEquip		139.33				
							139.33			
						CHECK TOTAL	139.33			
10472	Innovative Office Sol	0000		EFT	02/21/2025	IN4747228				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CC Fac 42010		CC Fac	Supplies		49.18				
							49.18			
10472	Innovative Office Sol	0000		EFT	02/23/2025	IN4749466				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Police 42010		Police	Supplies		21.03				
							21.03			
						CHECK TOTAL	70.21			
10473	Insty-Prints	0000		EFT	02/07/2025	163673				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Planning 42010		P & Z	Supplies		57.25				
	2 HRA 42010		Frbt HRA	Supplies		74.50				
							131.75			
10473	Insty-Prints	0000		EFT	10/03/2024	161923				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CodeInsp 42010		Code/Insp	Supplies		15.90				

City of Faribault



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CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							15.90		
10473	Insty-Prints	0000		EFT	10/23/2024	162278			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 CodeInsp 42010		Code/Insp	Supplies		98.75			
							98.75		
10473	Insty-Prints	0000		EFT	12/18/2024	162939			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Admin 42010		Admin	Supplies		137.99			
							137.99		
10473	Insty-Prints	0000		EFT	02/14/2025	163639			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Police 42010		Police	Supplies		42.25			
							42.25		
10473	Insty-Prints	0000		EFT	03/09/2025	163875			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Admin 42010		Admin	Supplies		41.80			
							41.80		
						CHECK TOTAL	468.44		
10804	International Assoc o	0000		INV	05/31/2025	000278171			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Fire 44330		Fire	DuesSubscr		125.42			
							125.42		
						CHECK TOTAL	125.42		
10478	John Henry Foster MN	0000		EFT	03/05/2025	10731966-01			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 44050		SewerReclm	EOMaint		1,692.26			
							1,692.26		
						CHECK TOTAL	1,692.26		
11005	Kanopy Inc	0000		INV	03/02/2025	437467 – PPU			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Library 43096		Library	OnLineRes		80.00			
							80.00		
						CHECK TOTAL	80.00		

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10481	Kennedy & Graven Char		0000		EFT	02/27/2025	186107			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Legal 43040			Legal	LegalCivil		280.00			
								280.00		
							CHECK TOTAL	280.00		
10008	Kimley-Horn and Assoc		0000		EFT	01/30/2025	160918003-1224			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 PrkInd 45200			Prk Dedic	BldgImprov		7,511.07			
								7,511.07		
							CHECK TOTAL	7,511.07		
11091	Kinser, Jessica		0000		EFT	03/07/2025	7298			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fin 42010			Finance	Supplies		50.00			
								50.00		
11091	Kinser, Jessica		0000		EFT	02/14/2025	26/679/82/2			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Admin 43310			Admin	Travel Exp		25.00			
								25.00		
							CHECK TOTAL	75.00		
11095	Komline-Sanderson Cor		0000		INV	02/20/2025	42062165			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42210			SewerReclm	VehEqParts		1,850.00			
								1,850.00		
							CHECK TOTAL	1,850.00		
10819	Krampitz Jr Martin Ha		0000		INV	02/16/2025	5784			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 EqMaint 42210			EqMaint	VehEqParts		6.32			
	2 Parks 42210			P&Tmaint	VehEqParts		12.64			
	3 StrMaint 42210			StrMaint	VehEqParts		25.28			
	4 SwrColl 42210			Sewer Coll	VehEqParts		9.48			
	5 Water 42210			Water	VehEqParts		9.48			
								63.20		
							CHECK TOTAL	63.20		

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CHECK RUN: 021125RG 02/07/2025

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CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10488	LaCanne's Marine Inc	0000		INV	03/02/2025	197086				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 42120		SewerReclm	Motor Fuel		59.97				
							59.97			
10488	LaCanne's Marine Inc	0000		INV	03/02/2025	197097				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 42210		SewerReclm	VehEqParts		232.97				
							232.97			
						CHECK TOTAL	292.94			
10489	Lamperts	0000		INV	02/28/2025	2974023-019				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Storm 42010		Storm Wtr	Supplies		2.07				
	2 StrMaint 42010		StrMaint	Supplies		140.19				
	3 SwrColl 42010		Sewer Coll	Supplies		14.59				
	4 Water 42010		Water	Supplies		14.59				
							171.44			
						CHECK TOTAL	171.44			
10210	Lano Equipment Inc	0000		EFT	02/26/2025	01-1131618				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42210		P&Tmaint	VehEqParts		312.10				
							312.10			
						CHECK TOTAL	312.10			
11092	Larson, Tony	0000		EFT	02/22/2025	20240205Train-Larson				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Police 43310		Police	Travel Exp		30.00				
							30.00			
						CHECK TOTAL	30.00			
10501	LaserLine Mfg Inc	0000		INV	02/22/2025	47313				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42210		StrMaint	VehEqParts		306.55				
							306.55			
						CHECK TOTAL	306.55			

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 021125RG 02/07/2025

DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100				Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10498	Law Enforcement Labor		0000		INV	02/07/2025	2775				
							ACCOUNT DETAIL	LINE AMOUNT			
1	101	21708	General	UnDuesPay				1,971.00			
							CHECK TOTAL	1,971.00			
								1,971.00			
							CHECK TOTAL	1,971.00			
11067	League of Minnesota C		0000		INV	03/02/2025	422631				
							ACCOUNT DETAIL	LINE AMOUNT			
1	Council	43140	Council	Train&Ed				350.00			
							CHECK TOTAL	350.00			
								350.00			
							CHECK TOTAL	350.00			
10518	League of Minnesota C		0000		INV	03/02/2025	9440				
							ACCOUNT DETAIL	LINE AMOUNT			
1	PrptLiab	44450	Prpty Lib	CImDamages				1,562.47			
							CHECK TOTAL	1,562.47			
								1,562.47			
							CHECK TOTAL	1,562.47			
10142	Lexipol LLC		0000		EFT	01/30/2025	#INVPR11245201				
							ACCOUNT DETAIL	LINE AMOUNT			
1	Fire	43140	Fire	Train&Ed				1,836.16			
							CHECK TOTAL	1,836.16			
								1,836.16			
							CHECK TOTAL	1,836.16			

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 021125RG 02/07/2025

DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10099	Loffler Companies Inc		0000		INV	02/28/2025	4928292			
ACCOUNT DETAIL							LINE AMOUNT			
	1 Admin	43091		Admin	ProfServAI		3.15			
	2 Fin	43091		Finance	ProfServAI		36.30			
	3 HR	43091		HR	ProfServAI		19.76			
	4 Police	43091		Police	EProfSvcA		93.33			
	5 PWAdmin	43091		PW Admin	ProfServAI		0.03			
	6 SwrColl	43091		Sewer Coll	ProfServAI		0.73			
	7 StrMaint	43091		StrMaint	ProfServAI		0.64			
	8 EqMaint	43091		EqMaint	ProfServAI		2.33			
	9 Water	43091		Water	ProfServAI		8.59			
	10 SwrRecl	43091		SewerReclm	ProfServAI		26.91			
	11 CC Admin	43091		CC Admin	ProfServAI		1.97			
	12 Wshngtn	43091		Wshngtn	ProfServAI		9.30			
	13 Parks	43091		P&Tmaint	ProfServAI		0.05			
	14 Library	43091		Library	ProfServAI		1.66			
								204.75		
10099	Loffler Companies Inc		0000		INV	03/01/2025	4930208			
ACCOUNT DETAIL							LINE AMOUNT			
	1 HR	42410		HR	MinorEquip		1,394.53			
								1,394.53		
10099	Loffler Companies Inc		0000		INV	02/02/2025	4906925			
ACCOUNT DETAIL							LINE AMOUNT			
	1 CEDAdmin	44160		CED Admin	Rents		54.90			
	2 Planning	44160		P & Z	Rents		54.90			
								109.80		
10099	Loffler Companies Inc		0000		INV	03/05/2025	4932632			
ACCOUNT DETAIL							LINE AMOUNT			
	1 CodeInsp	44160		Code/Insp	Rents		32.04			
								32.04		
10099	Loffler Companies Inc		0000		INV	03/05/2025	4932633			
ACCOUNT DETAIL							LINE AMOUNT			
	1 Police	44040		Police	MachEqRpr		101.00			
	2 Fire	44040		Fire	MachEqRpr		33.48			
								134.48		
10099	Loffler Companies Inc		0000		INV	03/05/2025	4932634			
ACCOUNT DETAIL							LINE AMOUNT			
	1 Water	44160		Water	Rents		65.99			

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 021125RG 02/07/2025

DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10099 Loffler Companies Inc	0000		INV	03/05/2025	4932631	65.99				
ACCOUNT DETAIL					LINE AMOUNT					
1 CH Fac 44160		CH Maint	Rents			109.80				
					CHECK TOTAL	109.80				
						2,051.39				
10829 Long Matt	0000		EFT	02/16/2025	24-2917					
ACCOUNT DETAIL					LINE AMOUNT					
1 Police 43310		Police	Travel Exp			18.00				
					CHECK TOTAL	18.00				
						18.00				
10140 MacQueen Equipment LL	0000		EFT	02/27/2025	W15590					
ACCOUNT DETAIL					LINE AMOUNT					
1 Storm 44050		Storm Wtr	EOMaint			1,944.92				
						1,944.92				
10140 MacQueen Equipment LL	0000		EFT	02/27/2025	W15591					
ACCOUNT DETAIL					LINE AMOUNT					
1 Storm 44050		Storm Wtr	EOMaint			668.25				
					CHECK TOTAL	668.25				
						2,613.17				
11068 Madson, Billy	0000		EFT	02/12/2025	0422125MadsonTrain					
ACCOUNT DETAIL					LINE AMOUNT					
1 Police 43310		Police	Travel Exp			15.00				
					CHECK TOTAL	15.00				
						15.00				
11040 Matheson, Nathaniel	0000		EFT	02/15/2025	2025025Train-Matheso					
ACCOUNT DETAIL					LINE AMOUNT					
1 Police 43310		Police	Travel Exp			30.00				
					CHECK TOTAL	30.00				
						30.00				
					CHECK TOTAL	30.00				

City of Faribault



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CASH ACCOUNT: Treasury 10100				Cash					
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10845	Metronet Holdings LLC	0000		EFT	02/23/2025	02022025			
ACCOUNT DETAIL						LINE AMOUNT			
1	Admin 43250	Admin	Other Comm			40.08			
2	Airport 43250	Airport	Other Comm			206.90			
3	Aquatic 43250	AquaticCtr	Other Comm			555.25			
4	CC Admin 43250	CC Admin	Other Comm			453.06			
5	CEDAdmin43250	CED Admin	Other Comm			532.29			
6	CH Fac 43250	CH Maint	Other Comm			626.69			
7	Council 43250	Council	Other Comm			20.03			
8	Engineer 43250	Engineer	Other Comm			214.81			
9	EqMaint 43250	EqMaint	Other Comm			115.68			
10	Fin 43250	Finance	Other Comm			120.23			
11	Fire 43250	Fire	Other Comm			289.48			
13	HR 43250	HR	Other Comm			69.58			
14	IT 43250	IT	Other Comm			864.25			
15	Library 43250	Library	Other Comm			604.49			
16	Parks 43250	P&Tmaint	Other Comm			60.12			
17	Planning 43250	P & Z	Other Comm			40.08			
19	Police 43250	Police	Other Comm			1,898.42			
20	PWAdmin 43250	PW Admin	Other Comm			296.51			
21	Storm 43250	Storm Wtr	Other Comm			20.03			
22	StrMaint 43250	StrMaint	Other Comm			158.07			
23	SwrColl 43250	Sewer Coll	Other Comm			49.54			
24	SwrRecl 43250	SewerReclm	Other Comm			355.89			
25	Water 43250	Water	Other Comm			412.67			
26	Wshngtn 43250	Wshngtn	Other Comm			252.41			
27	CodeInsp 43250	Code/Insp	Other Comm			60.12			
							8,316.68		
CHECK TOTAL							8,316.68		
10543	Midwest Tape LLC	0000		EFT	02/08/2025	506587487			
ACCOUNT DETAIL						LINE AMOUNT			
1	Library 42192	Library	Audio Vis			26.99			
							26.99		
10543	Midwest Tape LLC	0000		EFT	02/01/2025	506561237			
ACCOUNT DETAIL						LINE AMOUNT			
1	Library 42192	Library	Audio Vis			20.24			
							20.24		

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User: Jessica Kinser (jkinser)
Program ID: apwarnt

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 021125RG 02/07/2025

DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10543	Midwest Tape LLC	0000		EFT	02/15/2025	506619424				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42192		Library	Audio Vis		37.73				
							37.73			
10543	Midwest Tape LLC	0000		EFT	02/22/2025	506652960				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42192		Library	Audio Vis		10.99				
							10.99			
10543	Midwest Tape LLC	0000		EFT	02/22/2025	506653735				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42192		Library	Audio Vis		26.99				
							26.99			
10543	Midwest Tape LLC	0000		EFT	02/22/2025	506652962				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42192		Library	Audio Vis		24.74				
							24.74			
10543	Midwest Tape LLC	0000		EFT	03/02/2025	506692890				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 43096		Library	OnLineRes		986.00				
							986.00			
						CHECK TOTAL	1,133.68			
10530	State of Minnesota	0000		INV	02/13/2025	W24120489				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Police 43090		Police	ProfSrv		430.50				
							430.50			
						CHECK TOTAL	430.50			
10530	Minnesota Department	0005		INV	02/24/2025	ABR0347498X				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Pol Fac 44010		Pol Fac	Bldg Maint		20.00				
							20.00			
						CHECK TOTAL	20.00			
10530	State of Minnesota De	0010		INV	02/02/2025	6603000902024 M-141				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 44390		Water	Taxes Lics		100.00				
							100.00			

City of Faribault



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Detail Invoice List

CHECK RUN: 021125RG 02/07/2025

DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10530	State of Minnesota De	0010		INV	03/08/2025	6603000692024 M-1444					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 44390		SewerReclm	Taxes Lics		25.00					
							25.00				
						CHECK TOTAL	125.00				
10541	Minnesota Fire Servic	0000		INV	02/20/2025	13486					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fire 43140		Fire	Train&Ed		1,254.00					
							1,254.00				
						CHECK TOTAL	1,254.00				
10537	Minnesota Public Faci	0000		EFT	02/20/2025	02202025					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 46110		SewerReclm	Bond Inter		88,561.50					
	2 Water 46110		Water	Bond Inter		35,575.00					
	3 Water 46110		Water	Bond Inter		2,140.00					
							126,276.50				
						CHECK TOTAL	126,276.50				
10524	Minnesota Recreation	0000		EFT	01/30/2025	11108					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 43140		P&Tmaint	Train&Ed		390.00					
							390.00				
						CHECK TOTAL	390.00				
10523	Minnesota Valley Test	0000		EFT	01/12/2025	90030834					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 43090		SewerReclm	ProfSrv		-484.00					
							-484.00				
10523	Minnesota Valley Test	0000		EFT	02/23/2025	1290549					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 43090		SewerReclm	ProfSrv		234.00					
							234.00				
10523	Minnesota Valley Test	0000		EFT	02/02/2025	1288119					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrColl 43090		Sewer Coll	ProfSrv		108.60					
							108.60				

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 User: Jessica Kinser (jkinser)
 Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 021125RG 02/07/2025

DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10523	Minnesota Valley Test	0000		EFT	03/01/2025	1291274				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 43090		SewerReclm	ProfSrv		234.00				
							234.00			
10523	Minnesota Valley Test	0000		EFT	03/01/2025	1291244				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 43090		SewerReclm	ProfSrv		484.00				
							484.00			
10523	Minnesota Valley Test	0000		EFT	03/02/2025	1291401				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 43090		SewerReclm	ProfSrv		234.00				
							234.00			
10523	Minnesota Valley Test	0000		EFT	03/08/2025	1292086				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 43090		SewerReclm	ProfSrv		234.00				
							234.00			
10523	Minnesota Valley Test	0000		EFT	03/08/2025	1292064				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 43090		SewerReclm	ProfSrv		484.00				
							484.00			
						CHECK TOTAL	1,528.60			
10856	Mitchell Repair Infor	0000		INV	02/26/2025	RL4329256				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 43095		EqMaint	SoftwrSupp		910.22				
							910.22			
10856	Mitchell Repair Infor	0000		INV	02/23/2025	RL4329412				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 43095		EqMaint	SoftwrSupp		1,788.00				
							1,788.00			
						CHECK TOTAL	2,698.22			
10992	MNPEAGENERAL	0000		INV	02/07/2025	2779				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 101 21708		General	UnDuesPay		1,728.00				
							1,728.00			
						CHECK TOTAL	1,728.00			

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 User: Jessica Kinser (jkinser)
 Program ID: apwarnt

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 021125RG 02/07/2025

DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10991	MNPEAPOLICES		0000		INV	02/07/2025	2778			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 101	21708		General	UnDuesPay			124.00		
								124.00		
							CHECK TOTAL	124.00		
10090	Motor Parts & Equipme		0000		EFT	02/13/2025	996529			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 EqMaint	42010		EqMaint	Supplies			47.62		
								47.62		
10090	Motor Parts & Equipme		0000		EFT	02/22/2025	997272			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	42010		Police	Supplies			22.38		
								22.38		
10090	Motor Parts & Equipme		0000		EFT	03/01/2025	997862			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Storm	42210		Storm Wtr	VehEqParts			85.98		
								85.98		
10090	Motor Parts & Equipme		0000		EFT	03/05/2025	998115			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	42210		Police	VehEqParts			41.79		
								41.79		
10090	Motor Parts & Equipme		0000		EFT	03/08/2025	998393			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CA PW	45400		CA PW	Mach&Equip			67.44		
								67.44		
10090	Motor Parts & Equipme		0000		EFT	03/08/2025	998429			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	42160		SewerReclm	Chem&Prod			28.68		
								28.68		
							CHECK TOTAL	293.89		
10538	Motorola Solutions In		0000	3	INV	12/26/2024	8282048776			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	42410		Police	MinorEquip			155,571.84		
								155,571.84		
							CHECK TOTAL	155,571.84		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 021125RG 02/07/2025

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10861	Muddy Paws LLC		0000		INV	03/02/2025	12-2024			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	43090		Police	ProfSrv			1,260.00		
									1,260.00	
							CHECK TOTAL	1,260.00		
10544	NAHRO		0000		INV	02/27/2025	INV-32550-S3X0D7			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 HRA	44330		Frbt HRA	DuesSubscr			162.00		
									162.00	
							CHECK TOTAL	162.00		
10546	NCL of Wisconsin Inc		0000		EFT	02/26/2025	514407			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	42160		SewerReclm	Chem&Prod			777.17		
									777.17	
							CHECK TOTAL	777.17		
10547	NFPA		0000		INV	02/19/2025	3025487			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire	44330		Fire	DuesSubscr			225.00		
									225.00	
							CHECK TOTAL	225.00		
10548	Northern Safety Techn		0000		EFT	03/01/2025	58907			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	42210		P&Tmaint	VehEqParts			137.74		
									137.74	
10548	Northern Safety Techn		0000		EFT	03/01/2025	58906			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint	42210		StrMaint	VehEqParts			68.87		
									68.87	
							CHECK TOTAL	206.61		

City of Faribault



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Detail Invoice List

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DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100		Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10244 Northland Securities	0000		INV	02/20/2025	INV-1284				
ACCOUNT DETAIL					LINE AMOUNT				
1 DebtStA 43090		DSSStateAid	ProfSrv		500.00				
2 DebtStA 43090		DSSStateAid	ProfSrv		50.00				
3 DebtImp 43090		DS Imp	ProfSrv		1,500.00				
4 DebtImp 43090		DS Imp	ProfSrv		150.00				
						2,200.00			
					CHECK TOTAL	2,200.00			
10170 Palmer West Construct	0000		EFT	12/04/2024	44386				
ACCOUNT DETAIL					LINE AMOUNT				
1 CC Fac 44010		CC Fac	Bldg Maint		495.00				
						495.00			
					CHECK TOTAL	495.00			
10218 Pantheon Computer Sys	0000		EFT	02/27/2025	140833				
ACCOUNT DETAIL					LINE AMOUNT				
1 IT 43090		IT	ProfSrv		10,520.00				
						10,520.00			
					CHECK TOTAL	10,520.00			
10585 PermitWorks LLC	0000		INV	02/27/2025	20255-0717				
ACCOUNT DETAIL					LINE AMOUNT				
1 CodeInsp 43095		Code/Insp	SoftwrSupp		3,680.00				
						3,680.00			
					CHECK TOTAL	3,680.00			
10567 Pioneer Press	0000		INV	02/12/2025	Subscription 01				
ACCOUNT DETAIL					LINE AMOUNT				
1 Library 42191		Library	PerMagNews		3.67				
						3.67			
					CHECK TOTAL	3.67			
10568 Plunkett's Pest Contr	0000		EFT	12/12/2024	8885296				
ACCOUNT DETAIL					LINE AMOUNT				
1 PW Fac 44010		PW Fac	Bldg Maint		175.98				
						175.98			

City of Faribault



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Detail Invoice List

CHECK RUN: 021125RG 02/07/2025
DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10568	Plunkett's Pest Contr	0000		EFT	09/04/2024	8709471					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CH Fac 44010		CH Maint	Bldg Maint		113.17					
							113.17				
10568	Plunkett's Pest Contr	0000		EFT	03/01/2025	8998212					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 PW Fac 44010		PW Fac	Bldg Maint		175.98					
							175.98				
						CHECK TOTAL	465.13				
10574	Push Pedal Pull - SLP	0000		INV	09/23/2024	387855					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CC Fac 42210		CC Fac	VehEqParts		104.00					
							104.00				
						CHECK TOTAL	104.00				
11094	Quale, Tyler	0000		EFT	03/08/2025	Bituminous Reimburse					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Engineer 43140		Engineer	Train&Ed		45.00					
							45.00				
						CHECK TOTAL	45.00				
10591	RC Bliss Inc	0000		EFT	02/26/2025	5030109					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 42210		Police	VehEqParts		83.15					
							83.15				
						CHECK TOTAL	83.15				
10594	Rent 'N' Save Portabl	0000		EFT	02/26/2025	596725					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42410		StrMaint	MinorEquip		399.99					
							399.99				
10594	Rent 'N' Save Portabl	0000		EFT	03/09/2025	596724					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42410		StrMaint	MinorEquip		686.95					
							686.95				
						CHECK TOTAL	1,086.94				

Report generated: 02/09/2025 11:43:55
User: Jessica Kinser (jkinser)
Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 021125RG 02/07/2025
DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10204	Rice County	0000		EFT	02/26/2025	01/2025					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 44330		P&Tmaint	DuesSubscr		350.00					
							350.00				
10204	Rice County	0000		EFT	03/05/2025	2024-98					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Election 43095		Election	SoftwrSupp		4,352.00					
							4,352.00				
							4,702.00				
	CHECK TOTAL						4,702.00				
10204	Rice County Sheriff's	0001		INV	02/12/2025	2025-001					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 43090		Police	ProfSrv		1,000.00					
	2 Police 43140		Police	Train&Ed		1,000.00					
							2,000.00				
							2,000.00				
	CHECK TOTAL						2,000.00				
10905	Riverchase Faribault	0000		INV	01/30/2025	2024TIF17-Riverchase					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 TIFRvrCh 44930		17-Rvrchs	PAYGo Pmnt		6,666.09					
							6,666.09				
							6,666.09				
	CHECK TOTAL						6,666.09				
10995	Robert Harris III	0000		EFT	02/26/2025	20250123Train-Harris					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 EDA 43310		EDA	Travel Exp		80.94					
							80.94				
							80.94				
	CHECK TOTAL						80.94				
11004	Robert W Carlstrom Co	0000		INV	02/16/2025	Park Pay App #3					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 PrkInd 45200		Prk Dedic	BldgImprov		204,427.65					
							204,427.65				
							204,427.65				
	CHECK TOTAL						204,427.65				
10239	Roger Rosen	0000		INV	02/21/2025	CAL350423I					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42190		Library	Books		204.44					

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CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 021125RG 02/07/2025

DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
					CHECK TOTAL	204.44				
						204.44				
10607	Safety-Kleen Systems	0000	INV	03/02/2025	96518687					
	ACCOUNT DETAIL				LINE AMOUNT					
1	EqMaint 43090	EqMaint	ProfSrv			406.47				
						406.47				
					CHECK TOTAL	406.47				
10296	Sanity Solutions Inc	0000	EFT	02/20/2025	INV212929					
	ACCOUNT DETAIL				LINE AMOUNT					
1	IT 43095	IT	SoftwrSupp			1,155.60				
						1,155.60				
					CHECK TOTAL	1,155.60				
10610	Schindler Elevator Co	0000	INV	12/31/2024	8106770613					
	ACCOUNT DETAIL				LINE AMOUNT					
1	Lib Fac 44010	Lib Fac	Bldg Maint			572.13				
						572.13				
					CHECK TOTAL	572.13				
10193	Walter D Schirmer	0000	EFT	03/05/2025	1305					
	ACCOUNT DETAIL				LINE AMOUNT					
1	Wshngtn 43090	Wshngtn	ProfSrv			75.00				
						75.00				
10193	Walter D Schirmer	0000	EFT	03/05/2025	1304					
	ACCOUNT DETAIL				LINE AMOUNT					
1	Parks 43090	P&Tmaint	ProfSrv			610.00				
						610.00				
10193	Walter D Schirmer	0000	EFT	03/05/2025	1302					
	ACCOUNT DETAIL				LINE AMOUNT					
1	Lib Fac 44010	Lib Fac	Bldg Maint			395.00				
						395.00				
					CHECK TOTAL	1,080.00				
10612	Selco	0000	EFT	03/05/2025	053151					
	ACCOUNT DETAIL				LINE AMOUNT					
1	Library 43250	Library	Other Comm			2,172.04				

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 User: Jessica Kinser (jkinser)
 Program ID: apwarnt

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 021125RG 02/07/2025

DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
								2,172.04		
							CHECK TOTAL	2,172.04		
10628	SHI International Cor		0000		EFT	02/22/2025	B19289710			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire 42410		Fire	MinorEquip				495.52		
								495.52		
10628	SHI International Cor		0000		EFT	02/22/2025	B19295216			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Council 42410		Council	MinorEquip				784.47		
								784.47		
10628	SHI International Cor		0000		EFT	02/22/2025	B19295413			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire 42410		Fire	MinorEquip				5,535.18		
	2 CodeInsp 42410		Code/Insp	MinorEquip				4,436.81		
								9,971.99		
10628	SHI International Cor		0000		EFT	02/23/2025	B19304149			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CodeInsp 42410		Code/Insp	MinorEquip				31.32		
								31.32		
10628	SHI International Cor		0000		EFT	03/05/2025	B19337400			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Storm 42410		Storm Wtr	MinorEquip				1,273.75		
	2 SwrRecl 42410		SewerReclm	MinorEquip				1,273.75		
	3 EqMaint 42410		EqMaint	MinorEquip				1,425.75		
	4 EqMaint 42410		EqMaint	MinorEquip				1,289.82		
								5,263.07		
							CHECK TOTAL	16,546.37		
10010	SMART		0000		EFT	02/22/2025	2025Dues			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Admin 44330		CC Admin	DuesSubscr				25.00		
								25.00		
							CHECK TOTAL	25.00		
10194	Sophos Payment Resour		0000		EFT	02/27/2025	17843915			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 IT 43095		IT	SoftwrSupp				960.00		

Detail Invoice List

CHECK RUN: 021125RG 02/07/2025
DUE DATE: 02/07/2025

[illegible]

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 021125RG 02/07/2025

DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	64.50		
10331	Stargate Inc	0000		EFT	02/28/2025	57624			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 PW Fac 44010		PW Fac	Bldg Maint		698.80			
							698.80		
						CHECK TOTAL	698.80		
10080	Storm Training Group	0000		INV	01/25/2025	CORCB09B-0004			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Police 43140		Police	Train&Ed		1,398.00			
							1,398.00		
						CHECK TOTAL	1,398.00		
10215	Straight River Apartm	0000		EFT	01/30/2025	2024TIF14-StraightRv			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 TIFStrRv 44930		14-StrRvr	PAYGo Pmnt		64,713.02			
							64,713.02		
						CHECK TOTAL	64,713.02		
11019	Straight River Arts	0000		INV	02/28/2025	2025SRAContribution			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 EDA 44600		EDA	LoansGrant		8,000.00			
							8,000.00		
						CHECK TOTAL	8,000.00		
10620	Streicher's Inc	0000		INV	03/01/2025	I1743140			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Police 42410		Police	MinorEquip		2,796.99			
							2,796.99		
						CHECK TOTAL	2,796.99		
10098	Team Laboratory Chemi	0000		EFT	02/20/2025	INV0044862			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrColl 42160		Sewer Coll	Chem&Prod		5,908.00			
							5,908.00		
						CHECK TOTAL	5,908.00		

Report generated: 02/09/2025 11:43:55
 User: Jessica Kinser (jkinser)
 Program ID: apwarrrt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 021125RG 02/07/2025

DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10944	Tecta America Corpora	0000		INV	02/27/2025	002					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 45200		Water	BldgImprov		8,567.60					
							8,567.60				
						CHECK TOTAL	8,567.60				
10635	Temple Electric Motor	0000		EFT	03/06/2025	RI-3888					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 44040		SewerReclm	MachEqRpr		2,150.00					
							2,150.00				
						CHECK TOTAL	2,150.00				
11070	The Wall Street Journ	0000		INV	01/31/2025	25 Renewal					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42191		Library	PerMagNews		809.33					
							809.33				
						CHECK TOTAL	809.33				
10611	Tom's Lock & Key LLC	0000		INV	02/26/2025	0014773					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 42010		P&Tmaint	Supplies		177.84					
							177.84				
10611	Tom's Lock & Key LLC	0000		INV	02/12/2025	0014762					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Wshngtn 42010		Wshngtn	Supplies		170.00					
							170.00				
						CHECK TOTAL	347.84				
10119	Trystar LLC	0000		EFT	01/30/2025	2024TaxAbate-Trystar					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CEDAbate 44940		CED Abate	Tax Abate		7,674.11					
							7,674.11				
						CHECK TOTAL	7,674.11				
10222	Tyler Technologies In	0000		EFT	02/14/2025	045-501156					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CP Govt 44050		CP Govt	EOMaint		5,380.00					
							5,380.00				

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 User: Jessica Kinser (jkinser)
 Program ID: apwarnt

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 021125RG 02/07/2025

DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10222	Tyler Technologies In		0000		EFT	01/31/2025	045-500474			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Water 43095		Water	SoftwrSupp			18,917.00		
	2	SwrColl 43095		Sewer Coll	SoftwrSupp			19,024.00		
	3	Storm 43095		Storm Wtr	SoftwrSupp			10,502.00		
	4	Fin 43095		Finance	SoftwrSupp			85,131.00		
	5	HR 43095		HR	SoftwrSupp			23,263.00		
	6	Engineer 43095		Engineer	SoftwrSupp			5,208.00		
								162,045.00		
10222	Tyler Technologies In		0000		EFT	01/30/2025	045-499913			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	CP Govt 44050		CP Govt	EOMaint			1,956.00		
								1,956.00		
10222	Tyler Technologies In		0000		EFT	02/21/2025	045-502202			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	CP Govt 44050		CP Govt	EOMaint			1,988.69		
								1,988.69		
10222	Tyler Technologies In		0000		EFT	02/21/2025	045-502201			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	CP Govt 44050		CP Govt	EOMaint			1,304.00		
								1,304.00		
10222	Tyler Technologies In		0000		EFT	02/28/2025	045-503017			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	CP Govt 43090		CP Govt	ProfSrv			652.00		
								652.00		
10222	Tyler Technologies In		0000		EFT	02/28/2025	045-503016			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	CP Govt 43090		CP Govt	ProfSrv			1,304.00		
								1,304.00		
								174,629.69		
	CHECK TOTAL									
999998	Central Car Clinic		0000		INV	02/06/2025	547			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	601 20200		Water	AP			68.81		
								68.81		
								68.81		
	CHECK TOTAL							68.81		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 021125RG 02/07/2025

DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
999998	Desta & Russell Klein	0000		INV	02/06/2025	546					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 601 20200		Water	AP		40.42					
							40.42				
						CHECK TOTAL	40.42				
999998	Francis and Jeanette	0000		INV	02/06/2025	542					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 601 20200		Water	AP		21.76					
							21.76				
						CHECK TOTAL	21.76				
999998	Inisfail Inc	0000		INV	02/06/2025	541					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 601 20200		Water	AP		105.46					
							105.46				
						CHECK TOTAL	105.46				
999998	James Heyer	0000		INV	02/06/2025	538					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 601 20200		Water	AP		12.02					
							12.02				
						CHECK TOTAL	12.02				
999998	Jeff Bentley	0000		INV	02/06/2025	540					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 601 20200		Water	AP		84.73					
							84.73				
						CHECK TOTAL	84.73				
999998	Johnson Reiland Bldrs	0000		INV	02/06/2025	544					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 601 20200		Water	AP		19.11					
							19.11				
						CHECK TOTAL	19.11				

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 021125RG 02/07/2025

DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
999998	Kirk Walker	0000		INV	02/06/2025	537				
ACCOUNT DETAIL						LINE AMOUNT				
1	601 20200	Water	AP			49.17				
						CHECK TOTAL	49.17			
							49.17			
999998	Loren Balken	0000		INV	02/06/2025	539				
ACCOUNT DETAIL						LINE AMOUNT				
1	601 20200	Water	AP			41.92				
						CHECK TOTAL	41.92			
							41.92			
999998	Rick Kutter	0000		INV	02/06/2025	543				
ACCOUNT DETAIL						LINE AMOUNT				
1	601 20200	Water	AP			100.00				
						CHECK TOTAL	100.00			
							100.00			
999998	Robert Nelson	0000		INV	02/06/2025	545				
ACCOUNT DETAIL						LINE AMOUNT				
1	601 20200	Water	AP			54.57				
						CHECK TOTAL	54.57			
							54.57			
10656	Utility Consultants I	0000		EFT	02/27/2025	122844				
ACCOUNT DETAIL						LINE AMOUNT				
1	SwrRecl 43090	SewerReclm ProfSrv				844.74				
						CHECK TOTAL	844.74			
							844.74			

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 021125RG 02/07/2025

DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10959	Verizon Wireless		0000		INV	02/15/2025	6104337400			
ACCOUNT DETAIL							LINE AMOUNT			
1	Admin	43210		Admin	Telephone			41.39		
2	CC Fac	43210		CC Fac	Telephone			122.79		
3	CH Fac	43210		CH Maint	Telephone			82.78		
4	CodeInsp	43210		Code/Insp	Telephone			347.03		
5	Comms	43210		Communicat	Telephone			100.75		
6	Engineer	43210		Engineer	Telephone			220.17		
7	Fin	43210		Finance	Telephone			41.39		
8	Fire	43210		Fire	Telephone			325.66		
9	HR	43210		HR	Telephone			82.78		
10	IT	43210		IT	Telephone			92.78		
11	Library	43210		Library	Telephone			41.39		
12	Parks	43210		P&Tmaint	Telephone			40.03		
13	Police	43210		Police	Telephone			3,403.69		
14	PWAdmin	43210		PW Admin	Telephone			61.41		
15	Storm	43210		Storm Wtr	Telephone			122.82		
16	StrMaint	43210		StrMaint	Telephone			61.41		
17	SwrColl	43210		Sewer Coll	Telephone			164.21		
18	Water	43210		Water	Telephone			470.95		
19	CEDAdmin	43210		CED Admin	Telephone			124.17		
20	CC Fac	43210		CC Fac	Telephone			200.48		
21	SwrRecl	43210		SewerReclm	Telephone			101.00		
							CHECK TOTAL	6,249.08		
								6,249.08		
10658	Vessco Inc		0000		EFT	02/27/2025	122843			
ACCOUNT DETAIL							LINE AMOUNT			
1	Water	43090		Water	ProfSrv			278.50		
								278.50		
							CHECK TOTAL	278.50		
10661	W W Goetsch Associate		0000		INV	02/26/2025	113964			
ACCOUNT DETAIL							LINE AMOUNT			
1	SwrRecl	42210		SewerReclm	VehEqParts			4,229.11		
								4,229.11		
							CHECK TOTAL	4,229.11		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 021125RG 02/07/2025

DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100				Cash							
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10964	Wal-Mart			0000		INV	02/21/2025	02707			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	CC Fac	42010		CC Fac	Supplies			39.30		
									39.30		
10964	Wal-Mart			0000		INV	03/04/2025	01899			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	CC Fac	42010		CC Fac	Supplies			13.95		
									13.95		
								CHECK TOTAL	53.25		
10970	Witt Jason			0000		EFT	02/15/2025	20250311Train-Witt			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Police	43310		Police	Travel Exp			15.00		
									15.00		
10970	Witt Jason			0000		EFT	02/28/2025	20250129-WittParking			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Police	43310		Police	Travel Exp			5.00		
									5.00		
								CHECK TOTAL	20.00		
10249	WSB & Associates Inc			0000		EFT	02/26/2025	R-024339-000 - 7			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Water	43090		Water	ProfSrv			289.66		
	2	SwrColl	43090		Sewer Coll	ProfSrv			289.66		
	3	Storm	43090		Storm Wtr	ProfSrv			289.68		
									869.00		
								CHECK TOTAL	869.00		
10279	Cox Subscriptions			0000		EFT	02/06/2025	3145015			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Library	42191		Library	PerMagNews			6,117.68		
									6,117.68		
								CHECK TOTAL	6,117.68		
10973	Xcel Energy			0000		INV	02/24/2025	912378927			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Parks	43810		P&Tmaint	Elec Util			198.71		
									198.71		

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 User: Jessica Kinser (jkinser)
 Program ID: apwarnt

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 021125RG 02/07/2025

DUE DATE: 02/07/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10973	Xcel Energy	0000		INV	03/05/2025	913296666				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrLight	43810	StrLight	Elec Util		21,645.27				
							21,645.27			
						CHECK TOTAL	21,843.98			
10671	Zarnoth Brush Works I	0000		EFT	02/23/2025	0200749-IN				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks	42210	P&Tmaint	VehEqParts		1,020.00				
							1,020.00			
						CHECK TOTAL	1,020.00			
10673	Ziegler Inc	0000		EFT	02/23/2025	SI000596783				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint	43090	StrMaint	ProfSrv		768.45				
							768.45			
						CHECK TOTAL	768.45			
359	INVOICES		WARRANT TOTAL			1,275,662.08	1,275,662.08			



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: John Sherwin, Chief
MEETING DATE: February 11, 2025
SUBJECT: Resolution 2025-027 Accept Donation from State Bank of Faribault to the Police Department

Background:

Recently, the State Bank of Faribault generously donated \$500.00 to the Police Department. In keeping with the needs of the department, the funds will be used for continued support of Officer's well being.

Recommendation:

Accept the donation from the State Bank of Faribault.

Attachments:

1. Resolution 2025-027 Accept Donation from State Bank of Faribault to the Police Department

CITY OF FARIBAULT

RESOLUTION #2025-027

**ACCEPT DONATION FROM THE STATE BANK OF FARIBAULT TO THE
POLICE DEPARTMENT**

WHEREAS, the Faribault Police Department is responsible for life safety and property preservation in our community; and

WHEREAS, the State Bank of Faribault recognizes the Police Department's commitment to serving our community and would like to make a donation to our department.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes the Faribault Police Department to accept the donation of \$500.00.

Date Adopted: February 11, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: February 11, 2025
SUBJECT: Approve Use of Teepee Tonka Park for BlackTop Cruisers Midwest Car Show

Background:

Nick Matejcek has contacted us requesting the use of Teepee Tonka Park to host the Blacktop Cruisers Midwest Car Show on Saturday, October 4, 2025. He is requesting to use the park from 8:00 a.m. to 4:00 p.m. with the show running from 11:00 a.m. to 3:00 p.m. All proceeds from the car show will be donated to charities as he's done in the past. He also requested any park rental fees be waived.

Recommendation:

Approve the use of Teepee Tonka Park for the BlackTop Cruisers Midwest Car Show as requested with all park rental fees waived.

Attachments:

1. Request

Denise Hansen

From: Nick Matejcek <blktopcruisers@gmail.com>
Sent: Wednesday, January 22, 2025 5:24 PM
To: Paul Peanasky; Denise Hansen
Subject: BlackTop Cruisers carshow 2025

Good evening Paul and Denise,

Thank you so much for your help on our successful 2024 show! We were able to donate over \$800 to each of our 3 charity.

We're beginning the planning for our 4th annual carshow which will be held October 4th 2025.

We would love to continue having it at tepee Tonka Park.

The only complaint we heard last year was the dust due to the dirt roads.

Is it a possibility that the city would cover the cost of dust control spray for the show?

I look forward to hearing from you.

Nick Matejcek



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: February 11, 2025
SUBJECT: Approve Use of North Alexander Park by Rice County Historical Society for Rendezvous

Background:

Dave Nichols, on behalf of the Rice County Historical Society (RCHS), has contacted us and requested the use of the south side of North Alexander Park on May 6-11, 2025, for a Rendezvous. The event will run May 8-11, 2025, but setup will begin May 6. All ball games at North Alexander Park will be held as normal during this timeframe.

They are requesting use of the park for the Rendezvous event and also use of the grassy area east of the Faribault Ice Arena for parking. They have also requested any park rental fees be waived for this community event.

Recommendation:

Approve Rice County Historical Society's use of North Alexander Park as requested with all park rental fees waived.

Attachments:

1. Request
2. Rendezvous Maps

Denise Hansen

From: Paul Peanasky
Sent: Thursday, January 23, 2025 1:32 PM
To: Denise Hansen
Subject: FW: Rendezvous Email for Council

Can you put on council agenda to allow use of NA and waive fee.



PAUL J. PEANASKY

Parks and Recreation Director

OFFICE | 507-334-2064

EMAIL | ppeanasky@ci.faribault.mn.us

WEB | www.faribault.org

ADDRESS | 15 W. Division St., Faribault, MN 55021

From: Executive Director <director@rchistory.org>
Sent: Thursday, January 23, 2025 12:02 PM
To: Paul Peanasky <ppeanasky@ci.faribault.mn.us>
Subject: Rendezvous Email for Council

Hi Paul,

Now that we are into 2025 I realized I owed you an email for Rendezvous information for the council.

So I think we talked about asking for a Community Event designation, and I'm also going to be getting black powder demonstrations covered with John. I also wanted to claim the area we use for the Flea Market for parking for this event as well. Event dates are May 8-11 and we will have people coming as early as May 6th.

We also talked about opening up the showers in the Aquatic Center in the mornings and evenings for demonstrators to use.

I haven't gotten a hold of the DNR contact about the fishing pier but its on my list of "to-dos". I'm not sure there was anything else you immediately needed but if there is let me know.

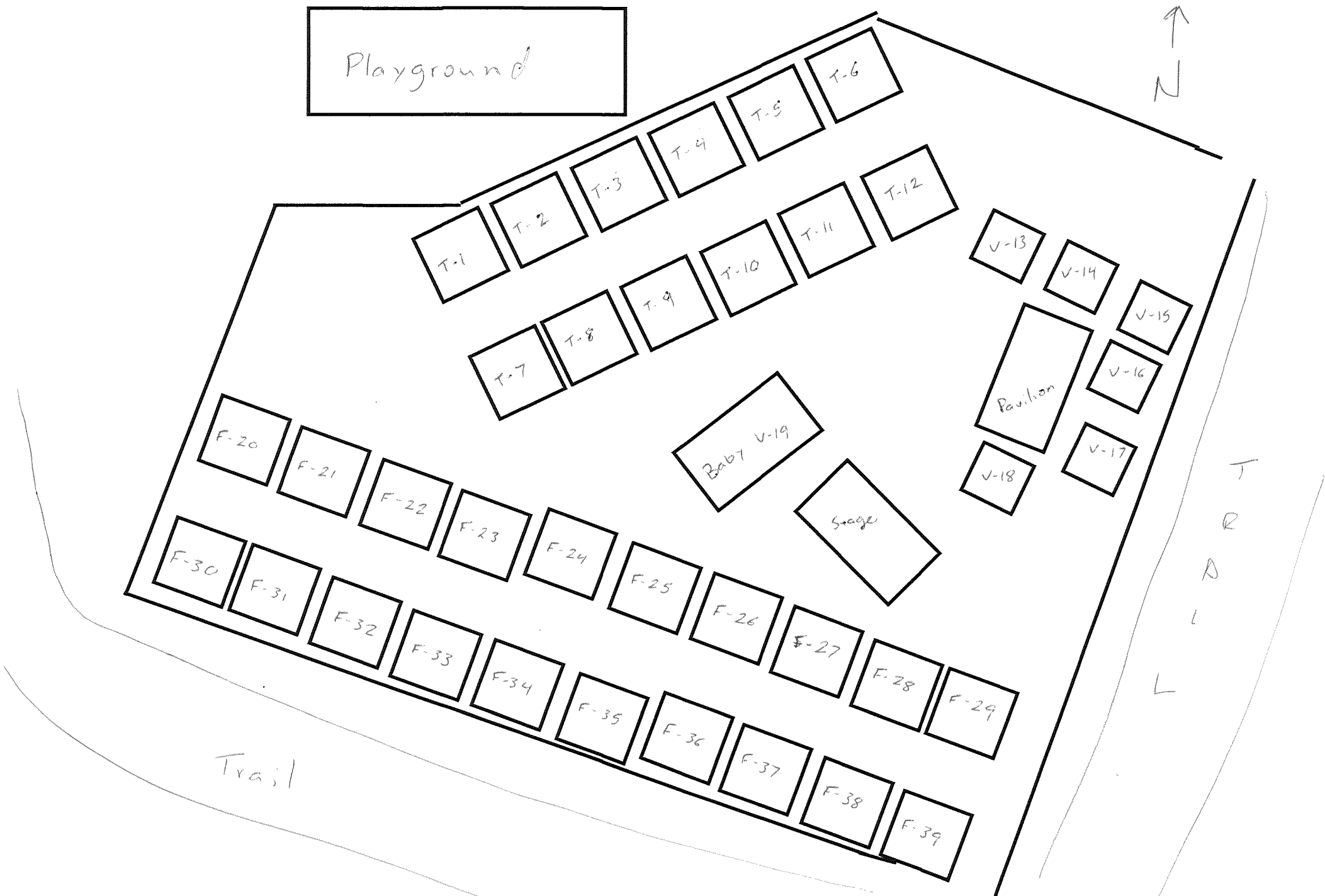
Thanks,

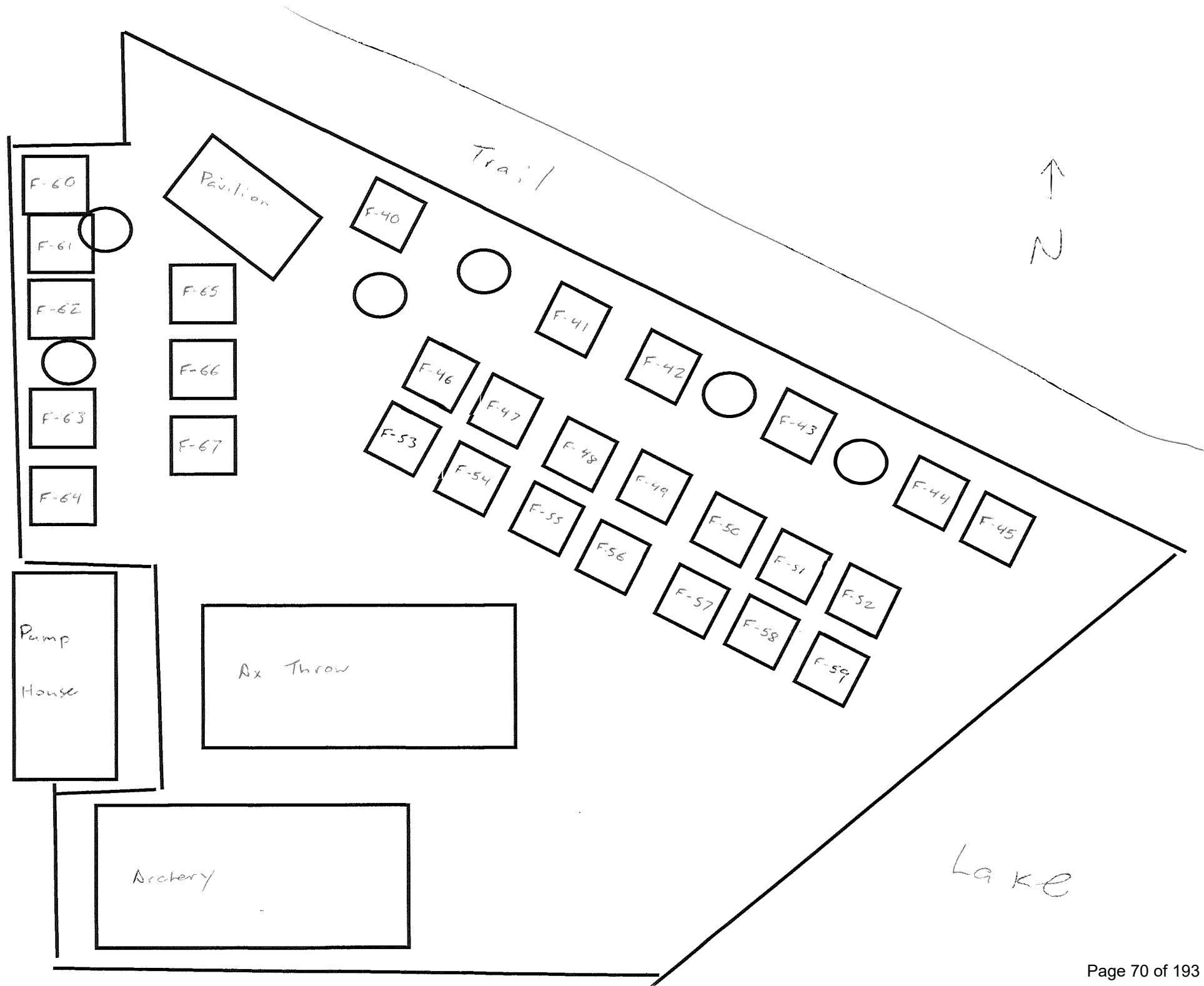
Dave

--

Dave Nichols
Executive Director
Rice County Historical Society
1814 NW 2nd Ave
Faribault, MN 55021
507-332-2121
director@rchistory.org
rchistory.org









Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: February 11, 2025
SUBJECT: Approve North Alexander Park Facilities Cooperative Agreement with ISD #656

Background:

Please find attached a copy of the North Alexander Park Facilities Cooperative Agreement. Due to shared use of facilities, this agreement allows the City to share some of the expenses of Bell Baseball Field and the softball complex with ISD #656. This agreement was approved by ISD #656 and runs through December 31, 2044.

Recommendation:

Approve the North Alexander Park Facilities Cooperative Agreement.

Attachments:

1. North Alexander Park Facilities Cooperative Agreement

**NORTH ALEXANDER PARK FACILITIES
COOPERATIVE AGREEMENT**

THIS JOINT FACILITY AGREEMENT, made and entered into by the Independent School District #656 through its School Board (hereinafter referred to the School District), and the City of Faribault, State of Minnesota, by and through its Council (hereinafter referred to as the City).

WITNESSETH THAT:

IN CONSIDERATION, of the mutual covenant's contained herein, the parties agree as follows:

Section 1. **PURPOSE**

The purpose of this cooperative agreement is to make available to each party the benefits of Bell Field and the softball complex located in North Alexander Park as a common item used by both parties, hereto, subject to the terms and conditions hereinafter set forth.

Section 2. **EFFECTIVE DATE**

This cooperative agreement shall become effective when signed by the duly authorized representative of the parties. The term of the agreement shall extend through December 31, 2044, unless renewed through mutual consent and action by the governing bodies of both parties.

Section 3. **CAPITAL IMPROVEMENTS**

It is understood and agreed that all capital improvements to the facility shall be discussed and agreed to prior to the undertaking of the project. Should either party undertake an improvement, they shall be financially responsible for all improvement costs.

Section 4. **MAINTENANCE**

The City agrees to perform or have performed such maintenance activities as are necessary to keep the facility in a safe and playable condition. The School District agrees to reimburse the City fifty (50) percent of the cost to said maintenance activity; provided the City agrees to obtain the express approval of the School District before contracting for maintenance activities the cost of which is estimated to exceed one thousand (\$1,000) dollars.

Section 5 **FACILITY ACCESS**

The City agrees to coordinate the use of the facility through the Parks and Recreation Department. Access may be temporarily restricted with advanced notice for maintenance and improvement activities.

Section 6. **RECORD KEEPING AND PAYMENT**

The City agrees to keep and supply to the School District a statement of all expenses associated with the maintenance of the facility. The School District agrees to pay the verified amount of the maintenance expense which is their portion.

Section 7. **INDEMNITY**

The City and the School District mutually agree that neither party shall be liable for injuries of the users of the other in connection with City or School District sponsored activities.

Section 8. **AMENDMENTS**

This agreement is non-cancelable during its duration; however, this agreement may be changed or modified in writing by both parties when mutually agreeable.

IN WITNESS WHEREOF, the parties hereto have caused this Joint Powers Agreement to be signed and approved by the proper officers of each of the contracting parties, and attested by the proper officer on the dates written below.

INDEPENDENT SCHOOL DISTRICT #656

CITY OF FARIBAULT

BY:



CHAIRMAN

MAYOR

ATTEST:



SUPERINTENDENT

CITY ADMINISTRATOR

11/27/2025

DATE

DATE



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: February 11, 2025
SUBJECT: Approve Facility Use Agreements

Background:

Please find attached copies of the Faribault Parks and Recreation Facility Use Agreements for the 2025 season. These agreements cover facility usage for organizations using City of Faribault parks or recreational areas. They are similar to past agreements. Agreements are for the following:

Faribault Farmers' Market
Makers Market
Faribault Baseball Association
Faribault Fastpitch Association
Faribault Softball Association
Rugby Players Association
Bethlehem Academy
Faribault Rotary Club
Faribault BMX, Inc.

Recommendation:

Approve 2025 Facility Use Agreements.

Attachments:

1. Faribault Farmers Market Agreement
2. Makers Market Agreement
3. Faribault Baseball Association Agreement
4. Faribault Fastpitch Association Agreement
5. Faribault Softball Association Agreement
6. Rugby Association Agreement
7. Bethlehem Academy Agreement
8. Faribault Rotary Club Agreement
9. Faribault BMX Agreement



Facility Use Agreement

Owner:

City of Faribault, Minnesota

User:

Faribault Farmers' Market

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 "Owner", and the Faribault Farmers' Market, hereinafter referred to as "User".

Purpose: The purpose of this Facility Use Agreement is to allow User ability to host a local Farmers' market at Central Park located in Faribault, MN.

Lease Conditions:

1. User will use the designated park as agreed upon by User and Owner.
2. User 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. User will be responsible for any damages done to park grounds or property during operation and/or use.
4. User agrees to pay Owner for all necessary preparations.
5. User shall indemnify the Owner of any and all liability claims made against User resulting from any activities sponsored by User.
6. User shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all User activities and participants.
7. User agrees to schedule events during regular park hours and avoid use of said property after those hours.
8. Owner shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to User sponsored events held on said properties.
9. This agreement covers the period of time from the date signed until December 31, 2025.

City of Faribault (Owner),

Faribault Farmers' Market (User),

Representative

Representative

Date Signed

Date Signed



Facility Use Agreement

Owner:

City of Faribault, Minnesota

User:

Makers Market

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 “Owner”, and the Makers Market, hereinafter referred to as “User”.

Purpose: The purpose of this Facility Use Agreement is to allow User ability to host a local craft market at Central Park located in Faribault, MN.

Lease Conditions:

1. User will use the designated park as agreed upon by User and Owner.
2. User 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. User will be responsible for any damages done to park grounds or property during operation and/or use.
4. User agrees to pay Owner for all necessary preparations.
5. User shall indemnify the Owner of any and all liability claims made against User resulting from any activities sponsored by User.
6. User shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all User activities and participants.
7. User agrees to schedule events during regular park hours and avoid use of said property after those hours.
8. Owner shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to User sponsored events held on said properties.
9. This agreement covers the period of time from the date signed until December 31, 2025.

City of Faribault (Owner),

Makers Market (User),

Representative

Representative

Date Signed

Date Signed



Facility Use Agreement

Owner:

City of Faribault, Minnesota

User:

Faribault Baseball 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 “Owner”, and the Faribault Baseball Association, hereinafter referred to as “User”.

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

Lease Conditions:

1. User will use the designated ball fields, parking lots and public restrooms of Teepee Tonka Park and North Alexander Park as agreed upon by User and Owner.
2. User 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. User will be responsible for any damages done to park grounds or property during operation and/or use.
4. User agrees to pay Owner for all necessary ball field preparations.
5. User agrees to disclose to Owner all practice and game schedules in a timely manner and prior to actual activity times.
6. User shall indemnify the Owner of any and all liability claims made against User resulting from any activities sponsored by User.
7. User shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all User activities and participants.
8. User agrees to schedule events during regular park hours and avoid use of said property after those hours.
9. Owner shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to User sponsored events held on said property.
10. This agreement covers the period of time from the date signed until December 31, 2025.

City of Faribault (Owner),

Faribault Baseball Association (User),

Representative

Representative

Date Signed

Date Signed



Facility Use Agreement

Owner:

City of Faribault, Minnesota

User:

Faribault Fastpitch 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 “Owner”, and the Faribault Fastpitch Association, hereinafter referred to as “User”.

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

Lease Conditions:

1. User will use the designated ball fields, parking lots and public restrooms of North Alexander Park as agreed upon by User and Owner.
2. User 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. User will be responsible for any damages done to park grounds or property during operation and/or use.
4. User agrees to pay Owner for all necessary ball field preparations.
5. User agrees to disclose to Owner all practice and game schedules in a timely manner and prior to actual activity times.
6. User shall indemnify the Owner of any and all liability claims made against User resulting from any activities sponsored by User.
7. User shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all User activities and participants.
8. User agrees to schedule events during regular park hours and avoid use of said property after those hours.
9. Owner shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to User sponsored events held on said property.
10. This agreement covers the period of time from the date signed until December 31, 2025.

City of Faribault (Owner),

Faribault Fastpitch Association (User),

Representative

Representative

Date Signed

Date Signed



Facility Use Agreement

Owner:

City of Faribault, Minnesota

User:

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 “Owner”, and the Faribault Softball Association, hereinafter referred to as “User”.

Purpose: The purpose of this Facility Use Agreement is to allow User 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. User will use the softball fields, parking lots, concession stands and directly adjacent areas of North Alexander Park as agreed upon by User and Owner.
2. User 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. User will be responsible for any damages done to park grounds during operation and/or use of the property.
4. User and Owner must mutually agree to all game and practice schedules in a timely manner and prior to actual activity times.
5. User shall indemnify the Owner of any and all liability claims made against User resulting from any activities sponsored by User.
6. User shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all User activities, participants and staff.
7. User agrees to condone the use and possession of glass containers within park property.
8. User agrees to schedule events during regular park hours and avoid use of said property after those hours.
9. Owner agrees to prepare ball fields as per scheduled games and tournaments.
10. Owner shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to User sponsored events.
11. This agreement covers the period of time from January 1, 2025 – December 31, 2025.

City of Faribault (Owner),

Faribault Softball Association (User),

Representative

Representative

Date Signed

Date Signed



Facility Use Agreement

Owner:

City of Faribault, Minnesota

User:

Rugby Players 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 “Owner”, and the Rugby Players Association, hereinafter referred to as “User”.

Purpose: The purpose of this Facility Use Agreement is to allow User 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. User will use the designated park fields, parking lots and public restrooms of said parks as agreed upon by User and Owner.
2. User 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. User will be responsible for any damages done to park grounds or property during operation and/or use.
4. User agrees to pay Owner for all necessary field preparations.
5. User agrees to disclose to Owner all practice and game schedules in a timely manner and prior to actual activity times.
6. User shall indemnify the Owner of any and all liability claims made against User resulting from any activities sponsored by User.
7. User shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all User activities and participants.
8. User agrees to schedule events during regular park hours and avoid use of said property after those hours.
9. Owner shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to User sponsored events held on said properties.
10. This agreement covers the period of time from the date signed until December 31, 2025.

City of Faribault (Owner),

Rugby Players Association (User),

Representative

Representative

Date Signed

Date Signed



Facility Use Agreement

Owner:

City of Faribault, Minnesota

User:

Bethlehem Academy

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 “Owner”, and Bethlehem Academy, hereinafter referred to as “User”.

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

Lease Conditions:

1. User will use the fields, parking lots and adjacent areas of Teepee Tonka Park and North Alexander Park as agreed upon by User and Owner.
2. User 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. User will be responsible for any damages done to park grounds during operation and/or use of the property.
4. User agrees to prepare fields prior to each use.
5. User agrees to disclose to Owner all game and practice schedules in a timely manner and prior to actual activity times.
6. User shall indemnify the Owner of any and all liability claims made against User resulting from any activities sponsored by User.
7. User shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all User activities, participants and staff.
8. User agrees to schedule events during regular park hours and avoid use of said property after those hours.
9. Owner shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to User sponsored events held on said property.
10. This agreement covers the period of time from the date signed until December 31, 2025.

City of Faribault (Owner),

Bethlehem Academy (User),

Representative

Representative

Date Signed

Date Signed



Facility Use Agreement

Owner:

City of Faribault, Minnesota

User:

Faribault Rotary Club

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 “Owner”, and the Faribault Rotary Club, hereinafter referred to as “User”.

Purpose: The purpose of this Facility Use Agreement is to allow User the ability to maintain a community garden at 1830 Alexander Drive, Faribault, MN.

Lease Conditions:

1. User will use the designated area as agreed upon by User and Owner.
2. User 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. User will be responsible for any damages done to grounds or property during operation and/or use.
4. User shall indemnify the Owner of any and all liability claims made against User resulting from any activities sponsored by User.
5. User shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all User activities and participants.
6. User agrees to schedule events during regular park hours and avoid use of said property after those hours.
7. Owner shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to User sponsored events held on said property.
8. This agreement covers the period of time from the date signed until December 31, 2025.

City of Faribault (Owner),

Faribault Rotary Club (User),

Representative

Representative

Date Signed

Date Signed



**AGREEMENT BETWEEN CITY OF FARIBAULT
AND FARIBAULT BMX, INC.**

This agreement is entered into this _____ day of _____, 2025, between the City of Faribault, Minnesota, Owner, and Faribault BMX, Inc., a Minnesota non-profit corporation as User.

The Owner hereby agrees to agreement to User real property owned by Owner 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 agreement is to allow User to develop and operate a non-motorized track for BMX bicycles in accordance with the terms and conditions of this agreement.

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

User may grade the premises and bring in fill to develop the track. User 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 agreement, the premises will be restored to their original condition without cost to Owner.

User 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.

User agrees that it will establish appropriate safety rules including rules controlling the number of people using the track at any one time. Further, User 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. User shall post signage at the entrance to the premises identifying User as the operator and stating rules of operation.

User shall maintain liability insurance for the track operation in an amount not less than \$1,000,000 and Owner 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 Owner. In no event shall User allow riding on the track at anytime when its insurance coverage is not in place. The User agrees to have insurance coverage for all track users and participants.

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

B. User 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. User agrees that ownership of the permanent building will revert to Owner should their organization dissolve or cease to exist.

User shall keep the premises neat and free of litter, including the area immediately surrounding the agreement premises. User 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 premises, and any utility services shall be contracted for and metered in the name of User unless processed through the City of Faribault.

Rules of Operation

- a. User'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 agreement 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: Jessica Kinser, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: February 11, 2025
SUBJECT: Resolution 2025-033 Approve Street Closures for Mental Health Walk

Background:

Lynda Devine has contacted us regarding hosting the Mental Health Walk on Wednesday, May 28, 2025, from approximately 12:00 PM to 1:30 PM. This will require some street closures but barricades will not be used and volunteers will assist with crossing the intersections along the route.

The walk will begin and end at the Buckham Center parking lot. The route will go north on Central Avenue, west on 3rd Street NW, south on 3rd Avenue NW, east on 1st Street SW, north on 1st Avenue SW and return to the Buckham Center parking lot.

Recommendation:

Approve Resolution 2025-033 to intermittently close the listed intersections for the Mental Health Walk on Wednesday, May 28, 2025, as requested.

Attachments:

1. Resolution 2025-033 Approve Street Closures for Mental Health Walk
2. Request and Map

CITY OF FARIBAULT

RESOLUTION #2025-033

APPROVE STREET CLOSURES FOR MENTAL HEALTH WALK

WHEREAS, Rice County Local Advisory Council is sponsoring the Mental Health Walk on Wednesday, May 28, 2025; and

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

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

NOW, THEREFORE BE IT RESOLVED, that locations will be closed intermittently on May 28, 2025, from approximately 12:00 PM to 1:30 PM to allow for the Mental Health Awareness Walk. The walk will begin and end at the Buckham Center parking lot. The route will proceed north on Central Avenue, west on 3rd Street NW, south on 3rd Avenue NW, east on 1st Street SW, north on 1st Avenue SW and return to the Buckham Center parking lot.

Date Adopted: February 11, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Denise Hansen

From: Paul Peanasky
Sent: Tuesday, January 14, 2025 1:40 PM
To: Denise Hansen
Subject: FW: parade permit
Attachments: May is MH Walk Route 2025.docx; walk route map.pdf



PAUL J. PEANASKY
Parks and Recreation Director

OFFICE | 507-334-2064

EMAIL | ppeanasky@ci.faribault.mn.us

WEB | www.faribault.org

ADDRESS | 15 W. Division St., Faribault, MN 55021

From: Lynda Devine <Lynda.Devine@RiceCountyMN.gov>
Sent: Tuesday, January 14, 2025 12:52 PM
To: Paul Peanasky <ppeanasky@ci.faribault.mn.us>
Cc: Dana Shutrop <Dana.Shutrop@RiceCountyMN.gov>
Subject: parade permit

Hi Paul

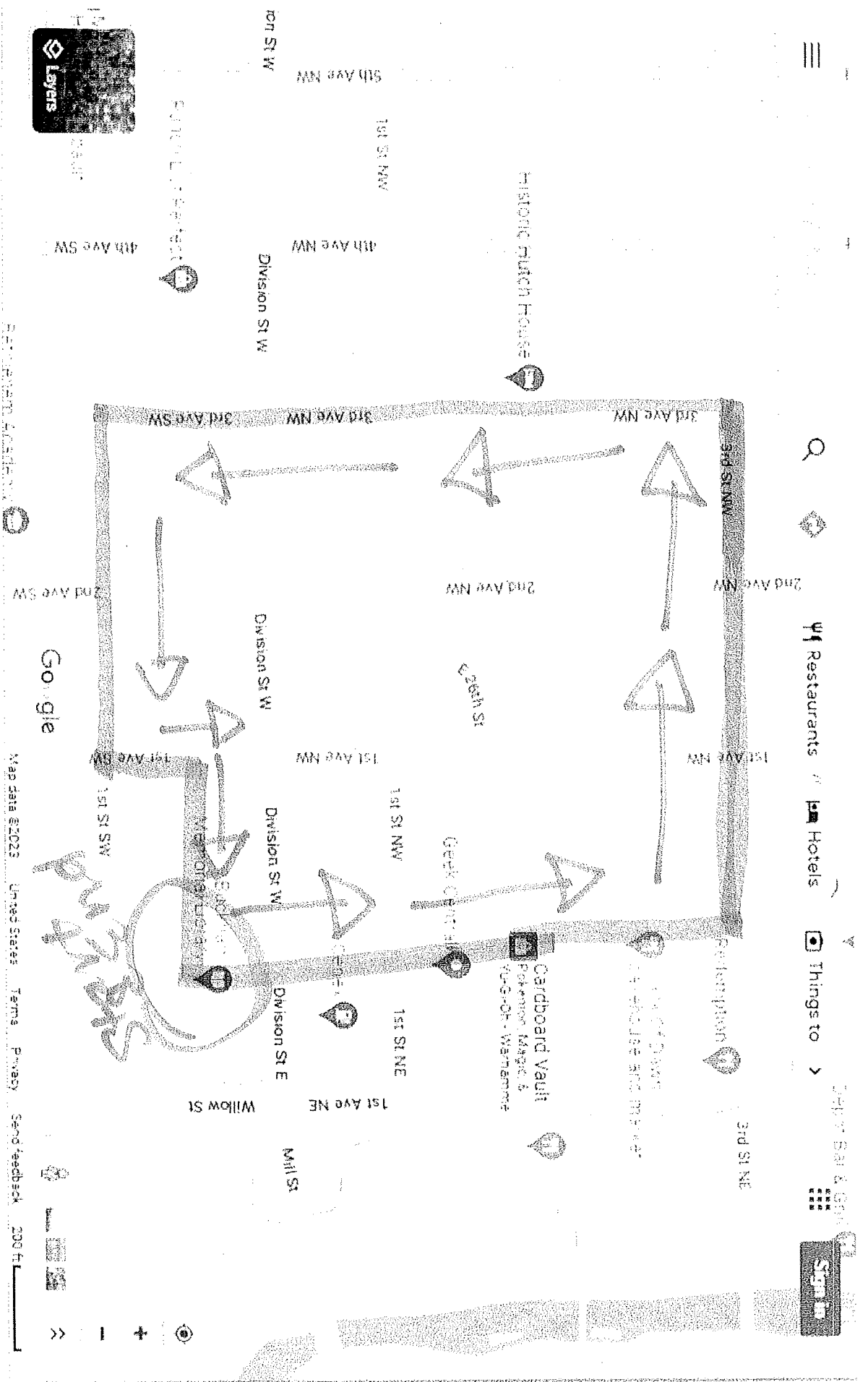
The Friendship House will be hosting the annual May is Mental Health Awareness Walk again originating and concluding at Buckham West on Wednesday May 28. The walk will begin promptly at 12 noon. Can you provide us with a parade permit and pass to onto City Hall?

Attached are the walk written walk route and a map of the walk route.

Thank you!

Lynda Devine

Dana Shutrop



May is MH Walk Route

Start at Buckham West

Proceed North

Cross Division St at Central Ave

Proceed to Central Ave

Turn Left 3rd St NW

Proceed to 3rd Ave NW turn left (head south)

Cross over Division St

Turn left 1st St SW

Turn left 1st Ave SW

Arrive back to Buckham West



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: February 11, 2025
SUBJECT: Resolution 2025-035 Approve Promotion Public Works Superintendent

Background:

Due to retirement, there is a need to hire a Public Works Superintendent. The position was posted internally for promotional opportunity for five days, January 17, 2025 to January 24, 2025.

The City received two applications for the position, which were reviewed, scored and interviewed for the position. The interview panel consisted of Public Works Director, Travis Block and Human Resources Director, Kevin Bushard. From those interviews, staff selected Steven McDowell as the recommendation for hire.

Resolution 2025-035 recommends the hiring of Steve McDowell. Steve will be hired at grade M step 5 as per the Non-Union Compensation Plan 2025.

Recommendation:

Approve resolution 2025-035 promoting Steven McDowell to Public Works Superintendent.

Attachments:

1. Resolution 2025-035 Approve Promotion Public Works Superintendent

CITY OF FARIBAULT

RESOLUTION #2025-035

APPROVE PROMOTION PUBLIC WORKS SUPERINTENDENT

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

WHEREAS, the City has advertised and interviewed for the Public Works Superintendent position with the City; and

WHEREAS, the City Council desires to fill the vacant Public Works Superintendent position.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Steven McDowell be extended the promotion to fill the vacant Public Works Superintendent position.

Date Adopted: February 11, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: February 11, 2025
SUBJECT: Resolution 2025-036 Approve Promotion Public Works Foreperson

Background:

Due to promotion, there is a need to hire a Public Works Foreperson. The position was posted internally for promotion for five days, January 29, 2025, to February 4, 2025.

One application was received, reviewed, scored and interviewed. The interview panel consisted of Steven McDowell, Public Works Foreperson, Travis Block, Public Works Director, and Kevin Bushard, Human Resources Director. The panel selected Chas Schroht for the recommendation for promotion.

Resolution 2025-036 recommends the promotion of Chas Schroht. Chas would be hired at grade J step 7 as per the MNPEA CBA 2025.

Recommendation:

Approve resolution 2025-036, approving the promotion of Chas Schroht to Public Works Foreperson.

Attachments:

1. Resolution 2025-036 Approve Promotion Public Works Foreperson

CITY OF FARIBAULT

RESOLUTION #2025-036

APPROVE PROMOTION PUBLIC WORKS FOREPERSON

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

WHEREAS, the City has advertised and interviewed for the Public Works Foreperson position with the City; and

WHEREAS, the City Council desires to fill the vacant Public Works Foreperson position.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Chas Schroht be extended the promotion to fill the vacant Public Works Foreperson position.

Date Adopted: February 11, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, CED Director
MEETING DATE: February 11, 2025
SUBJECT: Resolution 2025-037 Approve Preliminary Development Agreement Extension between the City of Faribault and Rebound Real Estate, LLC

Background:

The City of Faribault owns an undeveloped 2.69-acre parcel at 105 Riverchase Court. On February 13, 2024, the City of Faribault and Rebound Real Estate, LLC ("Rebound") entered into a Preliminary Development Agreement that allowed the parties one year to negotiate a purchase agreement for the property. Rebound submitted a request to extend the Agreement's expiration date an additional 180 days to allow sufficient time to determine the available TIF balance and finalize the project's underwriting and financing.

At the City Council's February 4, 2025, work session, the Council said it would not support a 180-day extension to the Agreement but could support a ninety (90) day extension. The attached Resolution 2025-037 extends the Agreement's expiration date by ninety (90) days.

Recommendation:

Approve Resolution 2025-037.

Attachments:

1. Resolution 2025-037 Approve Preliminary Development Agreement Extension between the City of Faribault and Rebound Real Estate, LLC

CITY OF FARIBAULT

RESOLUTION #2025-037

APPROVE PRELIMINARY DEVELOPMENT AGREEMENT EXTENSION BETWEEN THE CITY OF FARIBAULT AND REBOUND REAL ESTATE, LLC

WHEREAS, the City of Faribault (the "City") owns an undeveloped 2.69-acre parcel at 105 Riverchase Court, legally described as Lot 1, Block 2, RIVERCHASE ADDITION (the "Property"); and

WHEREAS, the City and Rebound Real Estate, LLC ("Rebound"), entered into a Preliminary Development Agreement (the "Agreement") on February 13, 2024, that allowed the parties one year to negotiate an agreement for Rebound to purchase the Property; and

WHEREAS, without an extension to the Agreement, neither the City nor Rebound has any obligations related to the Agreement after February 12, 2025; and

WHEREAS, Rebound intends to develop a 41-unit, age-restricted apartment building and two twin homes (the "Project") on the Property; and

WHEREAS, Rebound requests a 180-day extension to the Agreement's expiration date to allow Rebound sufficient time to determine the available tax increment financing balance and finalize the Project's underwriting and financing; and

WHEREAS, at the City Council's February 4, 2025 work session, the Council indicated that a 180-day extension was not in the City's best interest, but it could support a ninety (90) day extension to the Agreement to allow Rebound to complete its due diligence and enter into a Purchase Agreement for the Property with the City.

NOW, THEREFORE, BE IT RESOLVED, the Faribault City Council hereby denies Rebound's request for a 180-day extension but approves a ninety (90) day extension to the Preliminary Development Agreement described in the second recital above.

ALSO, BE IT RESOLVED, the Mayor, City Staff, City Attorney, and City Consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient to accomplish the intent of this Resolution.

Date Adopted: February 11, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: February 11, 2025
SUBJECT: Approve LG220 Application for Exempt Permit

Background:

Faribault Ducks Unlimited submitted an LG220 Application for Exempt Permit for an event on March 8, 2025 at the Faribault American Legion, 112 5th Street NE. If approved by the Council, Staff will forward the application to the Minnesota Gambling Control Board for final review and approval.

Recommendation:

Approve LG220.

Attachments:

1. Faribault Ducks Unlimited - LG220

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Faribault Ducks Unlimited

Previous Gambling Permit Number: X- [REDACTED]

Minnesota Tax ID Number, if any: _____

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

Mailing Address: 1421 150th St. W.

City: Faribault State: MN Zip: 55021 County: Rice

Name of Chief Executive Officer (CEO): Dustin D. Dienst

CEO Email: [REDACTED]

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☒ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Faribault American Legion

Physical Address (do not use P.O. box): 112 5th St. NE

Check one:

☒ City: Faribault Zip: 55021 County: Rice

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): March 8, 2025

Check each type of gambling activity that your organization will conduct:

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

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: February 11, 2025
SUBJECT: Resolution 2025-038 Approve Appointment of Board and Commission Member

Background:

The Library Advisory Board is made up of seven (7) voting members, of which one member is a student that is at least 13 years of age and lives within the city or the library service area. Students serve a one-year term. That seat is currently filled by Langston Richter and they have applied to serve another term as the student member.

Recommendation:

Approve Resolution 2025-038.

Attachments:

1. Resolution 2025-038 Approve Appointment of Board and Commission Member

CITY OF FARIBAULT

RESOLUTION #2025-038

APPROVE APPOINTMENT OF BOARD AND COMMISSION MEMBER

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

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

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

<u>Appointee</u>	<u>Board/Commission</u>	<u>Expiration</u>
Richter, Langston	Library Advisory Board	1/31/2026

Date Adopted: February 11, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: February 11, 2025
SUBJECT: Approve Airport Engineering Services Contract with Foth

Background:

The Federal Aviation Administration (FAA) requires the City to solicit proposals for airport consulting services at least every five years. A request for qualifications was distributed to five firms; Foth (current consultant), Bolton & Menk, TKDA, SEH and KLJ. The selection committee included the Public Works Director, Airport Manager and the Airport Advisory Board members. Copies of the proposals are on file in the Public Works Director's office.

The two responding firms were Foth and KLJ. After a review of the proposals, the selection committee recommends Foth. They are a full-service consulting engineering, surveying, and planning firm with a local Lake Elmo, MN office with additional support provided by the Des Moines, IA office. Foth has provided similar services for 75 years to over 80 airports while completing hundreds of projects. Foth has served as the City's Airport Engineering Consultant since 2014 and has delivered several successful projects at the Airport including the west & east taxiway rehabilitations, fuel system replacement, crack sealing, tornado recovery repair and lighting system improvements.

Recommendation:

Approve Airport Engineering Services Contract with Foth

Attachments:

1. Agreement-Aviation_Consulting-Faribault_and_Foth_2025 (002)
2. Attachments to Master Agreement-FOTH

**AGREEMENT FOR AVIATION PLANNING, ENGINEERING
AND SURVEYING SERVICES**

BETWEEN: City of Faribault, Minnesota

AND: Foth Infrastructure and Environment, LLC

EFFECTIVE DATE: February 11, 2025

This Agreement, made this 11th day of February 2025, by and between the City of Faribault, a municipal corporation, hereinafter referred to as the “City” or “Sponsor”, and Foth, hereinafter referred to as the “Contractor” or “Consultant”:

RECITALS

- A. Contractor is engaged in the business of Consulting Aviation Planning, Engineering & Surveying Services.
- B. City desires to engage Contractor to provide the services described in this Agreement and Contractor is willing to provide such services on the terms and conditions set forth herein.

AGREEMENT

- 1. **Services to be Provided.** Contractor agrees to provide City with Consulting Aviation Planning, Engineering & Surveying services, for the various projects as assigned through individual task orders (the “Work”). Refer to Attachment 1 for a sample task order.
- 2. **Time for Completion.** This Agreement shall remain in force and effect from the date of this Agreement until December 31, 2029. Each task order for the Work shall have a specific schedule.
- 3. **Consideration.** The consideration, which City shall pay to Contractor, for both the Work, performed by Contractor and the expenses incurred by Contractor in performing the Work, shall be assigned on an individual task order basis. Prior to assigning a task order, the scope of work and the budget will be agreed upon prior to the commencement of the Work. City shall make progress payments, based on monthly invoices from Contractor, together with a progress report containing a summary of the Work completed for which payment is requested. City’s payment shall be made within 30 days after Contractor’s statement. Refer to Attachment 2 for 2025 Rate Schedule. Future year rate schedules shall be subject to the approval of the City and the Contractor.
- 4. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:
 - 4.1 The parties, by mutual written agreement, may terminate this Agreement at any time.

- 4.2 Either party may terminate this Agreement in the event of a breach of the Agreement by the other party.
- 4.3 The City may terminate this Agreement at any time at its option, for any reason, or no reason at all.
- 4.4 City may terminate this Agreement immediately upon Contractor's failure to have in force any insurance required by this Agreement.

Except as provided in paragraph 5 below, in the event of a termination, City shall pay Contractor for Work performed to the date of termination.

5. **Remedies.**

- 5.1 In the event of a termination of this Agreement by City because of a breach by Contractor, City may complete the Work either by itself or by contract with other persons, or any combination thereof. Contractor shall be liable to City for any reasonable costs or losses incurred by City arising out of or related to the breach, including costs incurred in selecting other contractors, time-delay losses, attorney fees and the like, less the remaining unpaid balance of the consideration provided in this Agreement. City may withhold payment of sums due Contractor for Work performed to the date of termination until City's costs and losses have been determined, at which time City may offset any such amount due Contractor against the costs and losses incurred by City.
- 5.2 The foregoing remedies provided to City for breach of this Agreement by Contractor shall not be exclusive. City shall be entitled to exercise any one or more other legal or equitable remedies available because of Contractor's breach.
- 5.3 In the event of breach of this Agreement by City, Contractor's remedy shall be limited to termination of this Agreement and payment for Work performed to the date of termination.

- 6. **Records/Inspection.** Contractor shall maintain records of its charges to City under this Agreement for a period of not less than three full fiscal years following Contractor's completion of this Agreement.

7. **Standard of Care.**

- 7.1 Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions.

8. **Indemnification.**

- 8.1 **Claims For Other Than Professional Liability.** 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 Contractor, Contractor's successors or assigns, the Contractor's subcontractors, material suppliers, laborers, or to any other person or

persons for any claim, demand, damage, or cause of action of any kind, nature, or character, other than the city's contractual obligations in this Agreement, arising out of or by reason of the execution of this Agreement or the performance of this Agreement. Contractor shall defend, save, and hold harmless the City of Faribault, its officers, agents, and employees from all claims, suits, or actions any kind, nature, or character, including intentional acts, resulting from or arising out of the negligent activities of Contractor or its subcontractors, agents, or employees under this Agreement.

- 8.2 Claims for Professional Liability. Contractor shall defend, save, and hold harmless the City of Faribault, its officers, agents, and employees from all claims, suits, or actions resulting from the negligent acts, errors or omissions, whether alleged or actual, of the Contractor or its subcontractors, agents or employees in performance of professional services under this Agreement.
- 8.3 City Immunity. 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.
- 8.4 Notwithstanding the foregoing, Contractor shall be entitled to reimbursement of any defense costs that exceeds the proportionate share of Contractor's finally determined percentage of liability as established by a court of competent jurisdiction.
9. **Insurance.** Contractor will maintain insurance coverage for: Worker's Compensation and General Liability, Automobile Liability, and Professional Liability in an amount of not less than \$1,500,000.00, and will provide information as to specific limits upon receipt of signed Agreement. Contractor shall provide City with a current certificate of liability insurance for all insurance coverage referenced above. Such certificate of liability insurance shall contain a statement that such policies of insurance shall not be cancelled or amended unless sixty (60) days written notice is provided to the City.
10. **Subcontracting.** Neither the City nor the Contractor shall assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Contractor from employing such independent consultants, associates, and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder.
11. **Assignment.** Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without City's prior written approval.
12. **Independent Contractor.** Whether Contractor is a corporation, partnership, other legal entity, or an individual, Contractor shall be deemed an independent contractor. If Contractor is an individual, Contractor's duties will be performed with the understanding that Contractor is a self-employed person, has special expertise as to the services which Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by

Contractor; however, the nature of the services and the results to be achieved shall be specified by City. Contractor is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein. All services provided by the Contractor pursuant to this Agreement shall be provided by the Contractor as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

13. **Compliance with Laws.** Contractor shall comply with all applicable Federal, State, and local laws, rules, ordinances, and regulations at all times and in the performance of the Work pursuant to this Agreement, including specifically all the requirements attached hereto at Exhibit A which are incorporated herein to this Agreement by reference.
14. **Reuse of Documents.** All documents, including Drawing and Specifications prepared by the Contractor pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the City's sole risk. Any such verification or adaption will entitle the Contractor to further compensation at rates to be agreed upon by the City and the Contractor.
15. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

Contractor: Adam Wilhelm, PE
Foth Infrastructure and Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131

City: Travis Block
Public Works Director
City of Faribault
208 NW 1st Avenue
Faribault, MN 55021

Or such other address as either party may provide to the other by notice given in accordance with this provision.

16. **Attorney Fees.** In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees incurred in the proceeding, as set by the court, at trial, on appeal or upon review.
17. **Entire Agreement.** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between the City and the Contractor, and supersedes any other written or oral agreements between the City and the

Contractor. This Agreement can only be modified in writing signed by the City and the Contractor.

18. **Third Party Rights.** The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
19. **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.
20. **Conflict of Interest.** The Contractor shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety in representation of the City. In the event of a conflict, the Contractor, with the consent of the City, shall arrange for suitable alternative engineering representation. It is the intent of the Contractor to refrain from handling engineering matters for any other person or entity that may pose a conflict of interest, or may not be in the best interests of the City.
21. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of services pursuant to this Agreement shall become the property of the City, but reproductions of such records, information, materials and other work products in whole or in part may be retained by the Contractor.
22. **Agreement Not Exclusive.** The City retains the right to hire other engineering representation for other matters, in the City's sole discretion.
23. **Data Practices Act Compliance.** Data provided to the Contractor or created by the Contractor under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
24. **Federal Assurances.** During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest agrees to be bound by and shall observe all terms, conditions and requirements set forth in Attachment 3, with all such terms, conditions and requirements being incorporated into this Agreement as if fully set forth herein.

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

CITY: **City of Faribault**

ATTEST:

Thomas J. Spooner, Mayor

Jessica L. Kinser, City Administrator

Date: _____

Contractor: **Foth Infrastructure and
Environment, LLC**

ATTEST:

Susan Davis
VP of Risk Management

Adam Wilhelm
Client Director

Date: _____

Attachment 1

TASK ORDER NO. XX

For

Foth Infrastructure & Environment, LLC

In accordance with Section 1 of the Agreement between CITY and Consultant for Aviation Planning, Engineering and Surveying Services dated February 11, 2025 ("Agreement"), CITY and Consultant agree as follows:

Specific Project Data

A. Title: **Project Name**

B. Description:

The City of Faribault desires to

1. Services of Consultant

See Attachment No. 1 – Scope of Services

2. CITY's Responsibilities

CITY's responsibilities in accordance with Section 3, of the Contract between Owner and Consultant for Professional Services dated February 11, 2025.

3. Times for Rendering Services

<u>Task</u>	<u>Completion Date</u>
Task 1	Date
Task 2	Date
Task 3	Date

4. Payments to Engineer

METHOD OF PAYMENT, LUMP SUM:

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

PHASE	COMPENSATION
Example 1	\$XXX
Example 2	\$XXXX
Example 3	\$XXXX
Example 4	\$XXXX
Example 5	\$XXXX
Total	\$XXXXX

Attachment 1

METHOD OF PAYMENT, DIRECT LABOR COSTS TIMES A FACTOR:

The following estimated cost for **Construction Administration Services** and **Construction Observation/Resident Project Services** shall be based on the services proposed in Attachment No. 1, Scope of Services. In the event additional services are required; any additional Construction Administration Services shall be renegotiated.

Direct Labor	\$ XXXX
Overhead	\$ XXXXX
Non-Salary Expenses	\$ XXXX
Subtotal	\$XXXXXX
Fixed Payment	\$ XXXXX
Subcontractors	\$ XXXXX
Total	\$ XXXXX

METHOD OF PAYMENT, STANDARD HOURLY RATES:

1. The Standard Hourly Rates are as shown in Attachment No. 2 of the Master Agreement.
2. The total compensation for services identified under Section 1 of the Task Order shall be \$XX,XXX based on the following distribution:

PHASE	COMPENSATION
Example 1	\$XXX
Example 2	\$XXXX
Example 3	\$XXXX
Total	\$XXXXXX

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

Firm A – Services Provided

Firm B – Services Provided

The Effective Date of this Task Order is DATE, YEAR.

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

CITY: **City of Faribault**

ATTEST:

Thomas J. Spooner, Mayor

Jessica Kinser, City Administrator

Date: _____

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

Adam Wilhelm, Client Director

Date: _____

Attachment No. 2

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC 2025 STANDARD HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>	<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Engineer/Planner/Scientist XII	\$298.00	Technician/Designer XII	\$225.00
Engineer/Planner/Scientist XI	\$273.00	Technician/Designer XI	\$212.00
Engineer/Planner/Scientist X	\$258.00	Technician/Designer X	\$199.00
Engineer/Planner/Scientist IX	\$243.00	Technician/Designer IX	\$186.00
Engineer/Planner/Scientist VIII	\$228.00	Technician/Designer VIII	\$173.00
Engineer/Planner/Scientist VII	\$213.00	Technician/Designer VII	\$170.00
Engineer/Planner/Scientist VI	\$198.00	Technician/Designer VI	\$157.00
Engineer/Planner/Scientist V	\$183.00	Technician/Designer V	\$144.00
Engineer/Planner/Scientist IV	\$168.00	Technician/Designer IV	\$131.00
Engineer/Planner/Scientist III	\$153.00	Technician/Designer III	\$118.00
Engineer/Planner/Scientist II	\$138.00	Technician/Designer II	\$105.00
Engineer/Planner/Scientist I	\$123.00	Technician/Designer I	\$92.00
Project Administrator VI	\$125.00	Surveyor/Construction Manager VI	\$253.00
Project Administrator V	\$110.00	Surveyor/Construction Manager V	\$233.00
Project Administrator IV	\$95.00	Surveyor/Construction Manager IV	\$213.00
Project Administrator III	\$80.00	Surveyor/Construction Manager III	\$193.00
Project Administrator II	\$75.00	Surveyor/Construction Manager II	\$173.00
Project Administrator I	\$65.00	Surveyor/Construction Manager I	\$153.00

REIMBURSABLE EXPENSES

1. All equipment, field services vehicles, materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2025. Rates subject to change annually on January 1.

Attachment No. 3

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", "OFFEROR", AND "APPLICANT" SHALL PERTAIN TO THE ARCHITECT /ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB - TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUB CONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*)(prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, etseq).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious

physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2CFR 200.322

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled,

terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;

3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed \$150,000.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Exhibit No. 5

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", "OFFEROR", AND "APPLICANT" SHALL PERTAIN TO THE ARCHITECT /ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB - TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUB CONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*)(prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, etseq).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious

physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2CFR 200.322

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled,

terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;

3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed \$150,000.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Brad Phenow, Communications Manager
MEETING DATE: February 11, 2025
SUBJECT: Resolution 2025-039 Approve Social Media Policy

Background:

Following the March 2024 U.S. Supreme Court ruling related to public officials' use of social media, City staff is proposing changes to the City Social Media Policy which includes better guidance on distinguishing the difference between personal and government pages.

Staff brought the attached policy forward during the Feb. 4 City Council Work Session for discussion and is now bringing the policy forward for approval.

With approval of Resolution 2024-039, staff is able to provide City representatives and employees with the most up-to-date best practices and guidelines to ensure proper use of social media sites and to minimize risk associated with social networking activities.

Recommendation:

Approve resolution 2025-039, approving the Social Media Policy

Attachments:

1. Resolution 2025-039 Approve Social Media Policy
2. Faribault Social Media Policy - 2025

CITY OF FARIBAULT

RESOLUTION #2025- 039 APPROVE SOCIAL MEDIA POLICY

WHEREAS, the City of Faribault (the "City") wishes to continues its positive and informative social media presence by sharing information and engaging with its citizens; and

WHEREAS, the U.S. Supreme Court has issued a ruling which required the need to update the current Social Media Policy to provide better guidance on distinguishing the difference between personal and government pages; and

WHEREAS, the City wishes to provide City representatives and employees with the most up-to-date best practices and guidelines to ensure proper use of social media sites and to minimize risk associated with social networking activities; and

NOW, THEREFORE BE IT RESOLVED, the Faribault City Council approve the Social Media Policy.

Date Adopted: Feb. 11, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



City of Faribault, Minnesota Social Media Policy

Purpose

Social networking in government serves two primary functions: to communicate and deliver messages directly to citizens and to encourage citizen involvement, interaction, and feedback. Information which is distributed via social networking must be accurate, consistent, and timely and meet the information needs of the City's intended audience. Social media is used for social networking, and this policy seeks to ensure proper administration of the City of Faribault's social media sites by its representatives.

The City has limited control of social media accounts with third parties (i.e., Facebook, Instagram, X (formerly Twitter), etc.). At the same time, there is a general expectation by the public that the City maintains a social media presence by which to share information about current City projects and City business. For municipal purposes, the City's social media accounts will be used for incidental, non-vital communication and general information only. It is not the purpose of the City's social media accounts to be a medium for transactions of City business. The one exception is in the case of a natural or man-made disaster, if it is determined by the City that the best means of communicating with the public is through the social media account(s).

The City of Faribault wishes to establish a positive and informative social media presence. City representatives have the responsibility to use the City's social media resources in an efficient, effective, ethical, and lawful manner pursuant to all existing City policies. This policy seeks to ensure proper use of the City of Faribault's social media sites by its representatives to minimize risk associated with social networking activities. City representatives include its employees and other agents of the City, including independent contractors and elected officials.

Policy

The City of Faribault will determine, at its discretion, how its web-based social media resources will be designed, implemented, and managed as part of its overall communication and information sharing strategy.

City of Faribault social media accounts are considered a City asset and administrator access to these accounts will be securely administered in accordance with the City's Computer Use Policy.

All social media websites created and utilized during the course and scope of an employee's performance of his/her job duties will be identified as belonging to the City of Faribault, including a link to the City's official website.



Scope

This policy applies to any existing or proposed social media websites sponsored, established, registered, or authorized by the City of Faribault. A formal list of the City's social media accounts is maintained by the City Administrator's Office.

The City does not create, collect, disseminate, or regulate use of any other social media accounts, including the personal accounts of its elected officials and staff. Questions regarding the scope of this policy should be directed to the Communications Manager.

Definition

Social media are internet and mobile-based applications, websites, and functions, other than email, for sharing and discussing information, where users can post photos, video, comments, and links to other information to create content on any imaginable topic. This may be referred to as "user-generated content" or "consumer-generated media."

Social media includes, but is not limited to:

- Social networking sites and apps such as Facebook, LinkedIn, Twitter, and Nextdoor
- Blogs
- Social news sites such as Reddit and BuzzFeed
- Video and photo sharing sites and apps such as YouTube, Instagram, SnapChat, and Flickr
- Wikis, or shared encyclopedias, such as Wikipedia
- An ever-emerging list of new web-based platforms generally regarded as social media or having many of the same functions as those listed above

As used in this policy, "employees and agents" means all City representatives, including its employees and other agents of the City, such as independent contractors, or elected officials.

"Social media manager" means any City employee or agent with administrator access who, when posting or responding to a post, appears to be the City social media account owner.

Rules of Use

City social media managers are responsible for managing City social media accounts or websites.

Facilities or departments wishing to have a new social media presence must initially submit a request to the Communications Manager in order to ensure social media accounts are kept to a sustainable number and policies are followed. All approved sites will be clearly marked as the City of Faribault site and will be linked with the official City website (www.ci.faribault.mn.us). No one may establish social media accounts or websites on behalf of the City unless authorized in accordance with this policy.

The City's social media page must conspicuously display or link to Appendix A of this policy which informs the public of the purpose of the social media presence and the terms one agrees to in accessing, using, or posting to the City's social media page.



Administration of all City social media websites will comply with applicable laws, regulations, and policies as well as proper business etiquette.

City social media accounts covered by this policy will not be used by social media managers for private or personal purposes or for the purpose of expressing private or personal views on personal, political, or policy issues or to express personal views or concerns pertaining to City employment relations matters.

The City respects employees and agents' rights to post and maintain personal websites, blogs and social media pages and to use and enjoy social media on their own personal devices during non-work hours. The City requires employees and agents to act in a prudent manner with regard to website and internet postings that reference the City of Faribault, its personnel, its operation or its property.

Employees and agents and others affiliated with the City may not use a City brand, logo or other City identifiers on their personal sites, nor post information that purports to be the position of the City without prior authorization, other than listing the City of Faribault as an employer under employment on their page. Failure to adhere to this could result in the Courts finding your page being deemed as a government page.

No City social media account may be used by the City or any social media manager to disclose private or confidential information. No social media website should be used to disclose sensitive information; if there is any question as to whether information is private, confidential, or sensitive, contact the Communications Manager.

Outside of situations of disaster, no City social media account will be used for transactions of city business. In the event a user initiates a request, application, or question through social media that affects city business or requires another city policy or process to be followed, follow up with that user by phone, email, or other channels. If comments are allowed, in the event of a question of general interest, a response may be given in comments, the initial post may be edited, or a subsequent post may be created to include the information.

City staff and Councilmembers are prohibited from deleting and/or hiding posts and related comments without prior approval to avoid violating Minnesota Public Records Law and to refrain from infringing on First Amendment rights. Comments posted by members of the public may be removed if they are in violation of Appendix A of this policy. Please consult with the Communications Manager and/or City Administrator before removing content.

City staff and Councilmembers are prohibited from blocking individuals and/or individual pages.

A member of the public whose comment is removed may appeal the removal of the comment and seek reconsideration of its removal by contacting the City in writing and explaining how the comment does not fall into one of the categories for removal. A written response should be provided as soon as reasonably possible.



A member of the public who disputes the legality of any portion of this policy may dispute the particular portion in writing. The City should acknowledge the claim promptly and, upon consultation of the city attorney, respond to the claim concerning legality of the policy portion as soon as reasonably possible under the circumstances.

Elected Officials and Officials Appointed to City Boards, Committees and Commissions

Official city social media sites shall not be used for campaigning purposes. Comments or links to any content that endorses or opposes political candidates or ballot propositions, including links to an elected official's campaign site, shall not be posted.

Elected officials and members serving on a City board, commission, or committee should be mindful of the risks of electronic communication in relation to the Minnesota Data Practices Act and Open Meeting Law; two-way communication between elected officials or between members of the City boards, commissions, committees should be avoided. Adding to a post or comment on a non-public, private social media website that would create a quorum of the group you represent is prohibited. If the comment or posting requires official review it should be handled before the group at a public meeting.

Account Transition

When an elected official leaves office, and if a social media account has been created for that seat, the account will transfer to the new office-holder. The accounts will be updated to reflect the new elected official.

Data Ownership and Retention

All communications or messages within social media accounts covered by this policy composed, sent, or received on City or personal equipment are the property of the City and will be subject to the Minnesota Government Data Practices Act. This law classifies certain information as available to the public upon request. As no transactions of City business shall be conducted through social media accounts (outside of disasters), in accordance with the City's records retention schedule, the City shall retain all social media messages only until read.

All City social media accounts (including those administered by City staff and elected officials) shall be archived via archiving software to allow for easy management of content. This web-based software is administered by the Communications Manager.

Policy Violations

Violations of this Policy will subject the employee to disciplinary action up to and including discharge from employment.



APPENDIX A

The purpose of the City of Faribault's social media presence is to provide members of the community with information in more places and more ways than were traditionally available. All content of this site is public and is subject to disclosure pursuant to the Minnesota Government Data Practices Act. Please be aware that anything you post may survive deletion, whether by you or others. Do not post sensitive or personally identifiable information, such as social security numbers.

Following or "friending" persons or organizations is not an endorsement by the City and is only intended as a means of broadening communication. The City is not responsible for content found at links to third parties, nor the views or opinions expressed by third-party comments.

Please be advised that comments falling into the following category or categories may be removed:

- Obscene or pornographic content
- Direct threats to persons or property
- Material asserted to violate the intellectual property of another person
- Private, personal information about a person published without his/her consent
- Information that endangers the public by compromising a public safety security system
- Statutorily private, confidential, or nonpublic data
- Commercial promotions or spam
- Hyperlinks to material that falls into at least one of the foregoing categories

Should your comment be removed by the City and you believe it does not fall into one of the above categories, contact the Communications Manager (accessibility@ci.faribault.mn.us) in writing to explain how the comment does not fall into one of these categories.

Should you wish to challenge the legality of any portion of this notice or the City's social media policy, you may contact Communications Manager (accessibility@ci.faribault.mn.us) in writing and explain the basis for the challenge in detail.

If you have any other questions about the City of Faribault's social media presence, contact Communications Manager at accessibility@ci.faribault.mn.us.

By accessing, using, or posting to this City of Faribault's social media page, you acknowledge you have been advised of the foregoing.



Representative Acknowledgement

I have received and read the above policy and have had an opportunity to ask any questions. I understand that my failure to follow this policy may result in disciplinary action, including revocation of system privileges or termination.

_____ (Print Name)

_____ (Signature)

_____ (Position Title)

_____ (Date)

State of Minnesota County of Rice





Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: February 11, 2025
SUBJECT: Approve Quote for Sanitary Sewer Structure Rehabilitation

Background:

During a 2024 Inflow and Infiltration investigation, staff identified three sanitary sewer structures of the two rivers interceptor within the Water Reclamation Facility area that need rehabilitating. The seals around the sanitary sewer pipe within the structures had failed and were allowing significant amounts of groundwater into the wastewater stream. Staff has obtained quotes for the project and a summary of the quotes is as follows:

Summit Infrastructure, Combined Locks, WI	\$17,215.00
Visu-Sewer, Pewaukee, WI	\$25,850.00

The Sanitary Sewer Fund (602) will provide the funding.

Recommendation:

Approve Quote for Sanitary Sewer Structure Rehabilitation from Summit Infrastructure, Combined Locks, WI

Attachments:

1. Summit Quote

ESTIMATE

Summit Infrastructure LLC

607 DeBruin Rd

Combined Locks, WI 54113

creynolds@summitinfrastructure.com

+1 (920) 809-3737

www.SummitInfrastructure.com



to

Faribault WWTP

attn: Steve McDowell

214 14th St. NE

Faribault, MN 55021

Estimate details

Estimate no.: 200100

Estimate date: 01/21/2025

Project Name: Manhole Rehab

Project Location: Faribault WWTP

#	Product or service	Description	Amount
1.	Manhole Rehab (Tri-layer)	MH 1798	\$4,065.00
2.	Manhole Rehab (Tri-layer)	MH 1799	\$5,740.00
3.	Manhole Rehab (Tri-layer)	MH 1800	\$5,545.00
4.	Mobilization		\$1,865.00
Total			\$17,215.00

Note to customer

Includes:

- Clean and prep of manholes
- Application of polyurea based three-layer system
- Grouting of manholes if needed
- All materials and labor to complete project
- Minor bench repair if needed
- 10-year warranty on labor and materials

Water supply provided by town

Town to provide location for debris disposal if needed

Excludes:

- Sales and use tax
- Vac truck or bypass pumping services

**Discount mobilization \$1,000 if project is done in conjunction with City of Faribault MH Rehab project

Accepted date

Accepted by



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: February 11, 2025
SUBJECT: Approve Agricultural Land Lease for City Owned Property (Biosolids Disposal Property)

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 to land apply biosolids (sludge) from the plant. The property contains approximately 110 tillable acres, which is proposed to be leased to Jim Purfeest from 2025 to 2027 for agricultural use. The rental rate will be \$140/acre in 2025, \$145/acre in 2026 and \$150/acre in 2027, with the revenues going to the Water Reclamation Facility fund.

Recommendation:

Approve Agricultural Land Lease for 2025-2027

Attachments:

1. Agricultural Land Lease - Jim Purfeerst

City of Faribault
Agricultural Land Lease
2025-2027

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

AGRICULTURAL LAND FARM LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 30th day of January, 2025, 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, 2025 and terminating on the last day of December, 2027.
3. Rent: Rents are to be calculated on the basis of \$140 per acre for the cropping year 2025, \$145 per acre in the cropping year 2026, and \$150 per acre in the cropping year 2027.
 - 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 from 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
7625 ~~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

By: _____
Thomas J. Spooner
Mayor

Attest: _____
Jessica L. Kinser
City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director

MEETING DATE: February 11, 2025
SUBJECT: Approve Private Hangar Land Lease

Background:

The City has received a Private Hangar Land Lease Agreement from Larry and Diana on Lot #444 at the Faribault Municipal Airport. Larry and Diana's previous Private Hangar Land Lease has expired, and they would like to renew a land lease agreement for a term of 5 years with an expiration in 2030.

Recommendation:

Staff Recommends that the Council Approve the Above Referenced Private Hangar Land Lease Agreement.

Attachments:

1. Larry & Diana Winn Private Hangar Land Lease Agreement

PRIVATE HANGAR LAND LEASE AGREEMENT

This agreement, made this 1st day of February, by and between the CITY OF FARIBAULT (the “City”) and Larry and Diana Winn (the “tenant”), is for the purpose of outlining the rights and responsibilities of the parties to this Agreement. The parties to this Agreement do agree as follows:

1. **Lease of airport property:** The tenant leases from the City a private hangar lot, as described on a map located at the Public Works office. The lot is situated upon the Faribault Municipal Airport, an airport owned by the City. The lot is leased together with land and any improvements that may have been placed on it. This lease is for lot #444 (hereinafter referred to as “lot” or “premises”).
2. **Use of the airport:** The tenant has the privilege of using the public portions of the airport in common with other users. Tenant shall have the right to conduct all operations authorized pursuant to the terms of this lease, provided, however, that this lease shall not be deemed to grant to tenant, or those claiming under tenant, the exclusive right to use any part or portion of the airport other than the premises. Use of the airport is subject to the rules and conditions as now exist or may be enacted in the future by the City, the State of Minnesota, or the United States government. The tenant is subject to customary charges for such use as may be established from time to time by the City. The City reserves the right to enter, at any time, upon the leased land as described in this agreement and any building on said land for the purpose of inspection to determine compliance with all terms of this agreement. Reasonable efforts will be made to notify tenant of such entry before entry is made.
3. **Term of this agreement:**
 - a. **Initial Term**

The term of this lease shall be five (5) years (“Term”), commencing on February 1, 2025, (“Commencement Date”) and expiring, unless earlier terminated, on February 1, 2030.
 - b. **Holding Over**

If tenant remains in possession of the Premises after the expiration of the term, such holding over will only create a year-to-year tenancy, which may be terminated by either party at the end of any calendar year, upon thirty (30) days advance written notice. In the event of such holding over, tenant shall perform all of the terms and conditions of this lease.

4. **Lease payments:** The tenant agrees to pay to the City:

An annual sum of \$.1989 (2025) per square foot per year, as determined by the outside dimensions of the building, is due each year. Lease payments are due in advance annually by the 1st day of January, beginning on January 1, 2025.

The City reserves the right to amend rates identified at any time during the term of this agreement. The City's Airport Advisory Board shall recommend any revision of rates to the City Council. The City shall give rate revisions with due regard to the value of the property leased, the improvements used, and the expense to the City of the tenant's operations. Rate revisions are reviewed and adopted, if necessary, by the City Council annually.

5. **Construction of private buildings on leased property:**

Any structure built upon leased property shall be constructed in compliance with applicable building codes and any building requirements established by the Airport Advisory Board. The building and any attachments and appurtenances, other than ramps or driveways, must be located entirely upon the leased premises. Any building constructed shall be used for the sole purpose of storage of aircraft registered or leased to the tenant and related aviation purposes.

Uses of any building on leased property are subject to the same restrictions placed on City-owned hangars. Any uses of the building, other than aircraft storage, shall be described and approved by the City, in writing.

The tenant agrees that any building shall be constructed at no cost to the City. In the event the tenant has not completed construction of the building on the leased premises within twelve (12) months from the date of this agreement, the City may terminate the lease without further obligation to the tenant.

Prior to construction of any building located on leased property, the tenant shall furnish to the City, for the Airport Advisory Board's review and approval by the City Council, the plans for the building, and provide the estimated cost of completing the building. The tenant shall provide the City with a letter of credit, bond or other security with a surety satisfactory to the City conditioned upon the commencement, completion of and payment for the construction of the building; and against loss or damage by reason of mechanics lien. City staff may specify the acceptable type of surety.

During construction of the building, the tenant and/or tenant's contractor shall provide a certificate of insurance showing liability limits of at least \$1 million and name the City as an Additional Insured and shall provide insurance with respect to tenant's full indemnification and defense responsibilities contained in this lease. 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 City must approve insurance coverage before construction begins. The tenant and/or tenant's contractor shall protect the City from liability to persons or property for damages arising out of the construction or customary use of the building prior to obtaining an occupancy permit from the City. The tenant shall provide the City with a current certificate of liability insurance consistent with these requirements.

The tenant shall obtain the necessary regulatory authority and permits from the City of Faribault. All construction shall be in a good and workmanlike manner and shall be in conformity with building codes, ordinances, and other regulations applicable to the City and Faribault Municipal Airport.

Tenants shall construct aircraft storage facilities that conform to design standards described by the City Council. These design standards may include color, style, size, and other aesthetic requirements. Construction and significant improvements may not begin before receiving written authority from the City.

Tenants shall pay the entire cost of such construction, and shall pay the entire cost of utility services and other required building systems. The tenant shall pay all site improvement costs, including but not limited to, grading, gravel, bituminous, concrete, utility installations, and any other improvements required on the leased property.

6. **Maintenance of leased property:** Tenants, at their own cost and expense, shall take good care of the leased property and any buildings or structures placed thereon. Tenants shall keep and maintain the property in good order and repair and in a clean and neat condition.

Tenant shall not permit any waste or nuisance on the leased property nor permit anything on the leased property to interfere with the rights of other tenants of the City or users of the airport. In the event the property is not properly maintained, the City may, after notifying the tenant, cause the property to be maintained. The costs of maintenance and an administrative fee will be billed to the tenant and become tenant's responsibility. Unpaid billings shall be certified to property taxes.

The cost for customary maintenance routinely performed by the City, related to areas affecting the value or use of leased properties are included in the annual lease costs charged for the property, and includes snow removal, grounds maintenance and maintenance of apron areas. Snow removal is performed by City employees on a priority basis. The City of Faribault reserves the right to perform snow removal functions in whatever manner it deems necessary. In any case, snow removal in front of buildings is the tenant's responsibility. The City is not required to perform any snow removal function on leased property, but may plow snow on or adjacent to leased properties to expedite other snow removal operations at the airport. Mowing and weed control are the

tenant's responsibility, however, the City may mow or perform weed control on or adjacent to leased properties to expedite other maintenance operations. The City shall establish the standards by which ramp areas and other paved surfaces are maintained.

7. **Hazardous Materials:** Tenant shall not store hazardous materials on the leased premises except such materials normal to and reasonably necessary for aircraft operation and such maintenance operations reasonably conducted on the premises. All hazardous materials shall be stored, handled, and disposed of properly in accordance with all local, state and federal rules and regulations, and any spill or discharge shall be immediately reported to the City. Improper storage, use, handling, or disposal of hazardous materials shall be grounds for termination of this lease agreement.

8. **Taxes, assessments, and other charges:**

In addition to other charges identified in this agreement, the tenant shall pay all taxes, assessments, licenses, fees, or other charges that may be levied or assessed upon the tenant's property or building or any activity of the tenant. Should it be determined that the interest of the tenant in this Agreement is taxable, and should any tax be levied, the tenant shall pay such tax. Upon request by the City, the tenant shall provide proof of such payment.

The tenant shall establish their own accounts for utilities, and pay all rates and charges for any utility used or consumed in connection with or in the leased property during the term of this Agreement. Upon request by the City, the tenant shall provide proof of such payment.

In the event the tenant fails to pay the lease payments, taxes, assessments, fees, or other charges due, the City shall notify the tenant of the default. If the tenant fails to cure such default within ten days from the receipt of the written notice, the City shall have the right to immediately terminate this lease without further obligation to the tenant.

9. **Default**

- a. **Events of Default**

Any of the following shall constitute a default under this lease:

- (1) Tenant fails to pay money owed to City under this lease when due, and such failure continues for ten (10) days after written notice from City to tenant.
- (2) Tenant uses the premises for any purpose not expressly authorized by this lease and such default continues for ten (10) days following written notice from City to tenant.

- (3) Tenant fails to allow an inspection in accordance with the terms and conditions of this lease and such default continues for ten (10) days following written notice from City to tenant.
- (4) Tenant assigns, subleases or transfers this Lease except as otherwise permitted, and such default continues for ten (10) days following written notice from City to tenant.
- (5) Tenant fails to carry the insurance required under this lease; any insurance required under this lease is cancelled, terminated, expires or is reduced or materially changed so as to not comply with this lease; or City receives notice of any such conditions, and such failure continues for a period of ten (10) days following written notice from City to tenant.
- (6) Tenant vacates or abandons the premises, and such default continues for ten (10) days following written notice from City to tenant.
- (7) Tenant fails to discharge, by payment or bond, any lien or encumbrance placed upon the premises or improvements in violation of this lease within thirty (30) days following written notice from City to tenant that any such lien or encumbrance is filed against the premises and/or improvements.
- (8) Tenant (a) makes a general assignment for the benefit of creditors; (b) commences any case, proceeding or other action seeking to have an order for relief entered or to adjudicate tenant bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or (c) involuntarily becomes the subject of any proceeding for relief which is not dismissed within sixty (60) days of its filing or entry.
- (9) Tenant fails to comply with any other term or condition of this lease and such default continues for more than thirty (30) days after written notice from City to tenant, or for a longer period of time as may be reasonably necessary to cure the default, but only if: (i) tenant is reasonably capable of curing the default, and (ii) is working diligently as determined by City to cure the default.

b. City Remedies

If a default occurs, City, at its option and in its sole discretion, may at any time thereafter do one or more of the following to the extent permitted by applicable law:

- (1) City may, without releasing tenant from its obligations under the lease, attempt to cure the default. City may enter the premises for such purpose and take such action as it deems desirable or appropriate to cure the default. This entry is not an eviction of tenant or a termination of this lease;
- (2) With legal process, but without further notice to tenant, re-enter the premises or any part thereof and take possession of it fully and absolutely, without such re-entry working a forfeiture of the money to be paid and the terms and conditions to be performed by tenant for the full term of this lease. City's re-entry of the premises is not a termination of this lease. In the event of such re-entry, City may proceed for the collection of money to be paid under this lease or for properly measured damages;
- (3) Terminate this lease upon written notice to tenant and re-enter the premises as of its former estate, and tenant covenants in the case of such termination to indemnify City against all loss of rents and expenses during the remainder of the term; and
- (4) Exercise all other rights and remedies including injunctive relief, ejectment or summary proceedings such as an eviction action and any other lawful remedies, actions or proceedings.

In the event of any default and for any type of remedy chosen by City, tenant shall reimburse City for all reasonable fees and costs incurred by City, including reasonable attorneys' fees, relating to such default and/or the enforcement of City's rights hereunder, and costs incurred attempting to cure a default. Any and all legal remedies, actions and proceedings shall be cumulative.

c. Cumulative Default

Notwithstanding the notice and cure periods set forth above, and subject to the inspection procedures or rights set forth herein, City shall only be required to provide tenant with notice and opportunity to cure two (2) cumulative defaults in any calendar year. Only for purposes of this paragraph, cumulative default means: (i) tenant's failure to pay money due under this lease; (ii) tenant's failure to comply with the use of premises section of this lease; and (iii) any violation of the terms and conditions of this lease which has the likelihood in City's reasonable discretion to cause harm to life or property. In addition, City shall only be required to provide tenant with notice and opportunity to cure two (2) defaults of failing to allow an inspection of the premises in any calendar year. Beginning with the third (3rd) cumulative default or third (3rd) failure to allow an inspection in any calendar year, City will not be required to provide notice and opportunity to cure and may immediately take such action as City deems appropriate under this lease.

d. Default of Other Agreements

A default by tenant of any other agreement between tenant and City shall constitute of default of this lease. Notice of a default in another agreement shall be deemed notice of default under this lease.

10. Termination provisions:

At the termination of this lease the tenant has the privilege of removing all buildings and properties placed upon the property. The tenant shall have a period of ninety-days (90 days) from the termination date to remove property. In the event the tenant cannot complete the removal within 90 days, the City may grant an extension of time, no longer than six months, if the tenant can demonstrate the reasons for failure to remove property within the ninety-day (90 day) period are beyond the control of the tenant. If the tenant does not remove the property within the period granted by the City, the City may retain ownership of the building and property for any municipal purpose.

If the leased premises become deserted, abandoned or vacated, the City may terminate the lease. If the tenant's interest in the property is taken by process of law, the City may terminate the lease. If the buildings or properties on the premises are destroyed, the City or tenant shall have the right to terminate this agreement upon giving written notice, with response, to the other party.

Should the tenant default in the performance of any terms, conditions or covenants of this Agreement not otherwise specified, and should the default continue for a period of more than twenty (20) days after the City serves the tenant with written notice, the City may terminate the lease. This may be done with or without terminating this Agreement and without prejudice to any other remedy for lease payments or breach of covenant. In any such event the City may terminate this Agreement by giving written notice of the termination. The rights and remedies given to the City are, and shall be deemed to be, cumulative, and the exercise of one shall not be deemed to be an election excluding the exercise by the City at any other or different time of a different or inconsistent remedy.

Should the leased property be declared condemned, either because the airport is closed to the public, or the property is needed for another municipal purpose, the City shall reimburse the tenant for all lease payments received from time the lease was signed until the property is vacated. The City shall provide the tenant with ninety-days (90 days) notice of such action. The tenant shall have a period of ninety-days (90 days) from the termination date to remove property. In the event the tenant cannot complete the removal within 90 days, the City may grant an extension of time, no longer than six months, if the tenant can demonstrate the reasons for failure to remove property are beyond the control of the tenant.

11. Liability provisions; Indemnification; Insurance:

Notwithstanding anything to the contrary in this lease, the City, its officers, agents, and employees shall not be liable or responsible in any manner to the tenant, tenant's successors or assigns, the tenant'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 lease or the performance of this lease, nor will the tenant make any claim against the City for or on account of any injury, loss or damage resulting from the tenant's property or use thereof.. The tenant, and the tenant'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 lease 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 tenant 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 tenant'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 tenant's full indemnification and defense responsibilities contained in this lease. 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 tenant shall provide the City with a current certificate of liability insurance consistent with these requirements.

The tenant 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 lease.

- 12. Transferring, subletting, selling:** The tenant shall not assign, transfer, sublet or sell any interest in this agreement or in the improvements located on the property without first obtaining the written consent of the City. Failure to obtain written consent shall be sufficient grounds for terminating this agreement without obligation of the City to the tenant.

13. **Discrimination provision:** The tenant, in the use of the Faribault Municipal 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, and the tenant further agrees to comply with any requirement made to enforce such regulation which may be demanded of the City by the United States Government under authority of said Part 21.
14. **Civil Rights:** Tenant 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 tenant 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.
15. **Laws, rules and regulations:** The tenant shall abide by and conform with all laws, rules, and regulations, including future amendments thereto, controlling or in any manner affecting the tenant relative to the use or occupancy of the tenant.
16. **Commercial Use:** Tenant must indicate to City at time of signing that the leased property will be used to conduct commercial activities and obtain written permission from the City to conduct such activities. Any wish to alter the use of the property to include commercial activity during the term of this agreement requires prior written consent of the City. Failure to notify the City and obtain written consent as described above shall be grounds for immediate termination of this agreement. Commercial activities include repair, restoration, maintenance or rental of aircraft. No commercial activity which is not directly related to aeronautics is permitted. No outdoor storage of planes or equipment is permitted in the hangar area. Any hangar constructed or used to conduct commercial activities shall comply with any all applicable City of Faribault building code requirements for commercial buildings.
17. **General Provisions**
- a. **Airport Access**
- Tenant 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 tenant.

b. Waiver

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

c. Headings

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

d. Entire Agreement; Amendments

This lease represents the entire agreement between the parties and supercedes any prior agreements regarding the premises. This lease 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 lease shall be held invalid, it shall not affect the validity of the remaining parts of this lease, provided that such invalidity does not materially prejudice either party under the remaining parts of this lease.

f. Choice of Law and Venue

This lease 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 lease shall be heard in the state or federal courts of Minnesota, and all parties to this lease 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 tenant in a confidential manner to the extent permitted by law. This lease, 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 lease 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 lease shall extend to bring the legal representatives, successors and assigns of the parties to this lease.

j. Relationship of Parties

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

k. Multiple Parties

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

l. Consent and Approvals

Whenever in this lease 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 lease 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
 1200 Belview
 Faribault, MN 55021

If to the tenant: Larry and Diana Winn
 3279 45th St W
 Webster, MN 55088

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 shall not take effect until it has been approved by the City Council of the City of Faribault.

CITY OF FARIBAULT:

Dated: _____ By: _____
Thomas J Spooner, Mayor

Attest: _____
Jessica L. Kinser, City Administrator

TENANT:

Dated: 1/14/2025 By: Larry Winn
Tenant

Dated: 1/14/2025 By: Diana K. Winn
Tenant



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: February 11, 2025
SUBJECT: Resolution 2025-040 Approve Hiring
Environmental & Water Resources Coordinator

Background:

With the budgeted personnel request, there is a need to hire an Environmental & Water Resources Coordinator. The position was posted from December 13, 2024, to January 17, 2025.

Six applications were received, reviewed and scored. One applicant was selected for an interview. The interview panel consisted of Community and Economic Development Director, David Wanberg, Director of Engineering, Mark Duchene, and Human Resources Director, Kevin Bushard. From that interview, the panel selected Adam King as the recommendation for hire.

Resolution 2025-040 recommends the hiring of Adam King. Adam would be hired at grade J step 6, as per the Non-Union Compensation Plan 2025. Adam will begin his new position on March 31, 2025.

Recommendation:

Approve resolution 2025-040, approving the hiring of Adam King as Environmental & and Water Resources Coordinator.

Attachments:

1. Resolution 2025-040 Approve Hiring Environmental & Water Resources Coordinator

CITY OF FARIBAULT

RESOLUTION #2025-040

APPROVE HIRING ENVIRONMENTAL & WATER RESOURCES COORDINATOR

WHEREAS, the City of Faribault (the "City") presently has a vacant Environmental & Water Resources Coordinator position that needs to be filled by a qualified candidate; and

WHEREAS, the City has advertised and interviewed for the Environmental & Water Resources Coordinator position with the City; and

WHEREAS, the City Council desires to fill the vacant Environmental & Water Resources Coordinator position.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Adam King be extended an offer to fill the vacant Environmental & Water Resources Coordinator position.

Date Adopted: February 11, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: David Wanberg, CED Director; Jessica Kinser, City Administrator
FROM: Robert Harris III, Economic Development Coordinator
MEETING DATE: February 11, 2025
SUBJECT: Resolution 2025-021 Support a Minnesota Investment Fund Application in Connection with KGP Telecommunications LLC

Background:

KGP Telecommunications, LLC, ("KGPCo") currently at 3305 Highway 60 West, needs a new site for its headquarters. If KGPCo receives adequate financial assistance, it would like to remain and grow in Faribault – ideally in the downtown area. City Staff identified Minnesota Department of Employment and Economic Development (DEED) as a possible resource for financial assistance. Based on anticipated capital expenditures of \$4.8 to \$5.0 million, the retention of 78 jobs, and the creation of eight new jobs, DEED indicated it would consider providing a \$100,000 forgivable Minnesota Investment Fund (MIF) loan. If granted, the City of Faribault would serve as a pass-through for the forgivable loan and, as such, would have administrative responsibilities. Consequently, DEED requires the City to conduct a public hearing and adopt a resolution supporting the MIF application. City Staff recommends the City Council support the MIF application.

Recommendation:

Approve Resolution 2025-021

Attachments:

1. Resolution 2025-021 Support a Minnesota Investment Fund Application in Connection with KGP Telecommunications LLC

CITY OF FARIBAULT

RESOLUTION #2025-021

SUPPORT OF A MINNESOTA INVESTMENT FUND PROGRAM APPLICATION IN CONNECTION WITH KGP TELECOMMUNICATIONS LLC

WHEREAS, the City of Faribault, Minnesota (the "City"), will act as the legal sponsor for the project contained in the Minnesota Investment Fund Application to be submitted on or about February 14, 2025, and that the City Council of the City of Faribault, Minnesota is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City; and

WHEREAS, the City has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to administer the proposed project; and

WHEREAS, the City has not violated any Federal, State, or local laws pertaining to fraud, bribery, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice; and

WHEREAS, that upon approval of its application by the State, the City may enter into a Grant Contract with the State of Minnesota for the approved project, and that the City certifies that it will comply with all applicable laws, statutes, regulations and rules as stated in the Grant Contract and described in the Project Compliance Certification of the Application; and

WHEREAS, the City has obtained credit reports and credit information on KGP Telecommunications LLC. Upon review by the City and City's Legal Counsel, no adverse findings or concerns regarding, but not limited to, tax liens, judgments, court actions, and filing with state, federal, and other regulatory agencies were identified. Failure to disclose any such adverse information could result in revocation or other legal action.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Faribault, Minnesota is hereby authorized to execute the Grant Contract and amendments, thereto, as are necessary to implement the project on behalf of the City.

Date Adopted: February 11, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: David Wanberg, CED Director; Jessica Kinser, City Administrator
FROM: Robert Harris III, Economic Development Coordinator
MEETING DATE: February 11, 2025
SUBJECT: Resolution 2025-023 Declare the Existence of Slum and Blight Conditions in the general Central Business District area of the City related to the Small Cities Development Program

Background:

In January 2025, the City Council approved a new spending plan for the use of Small Cities Development Program (SCDP) funds via Resolution 2025-012. The Resolution authorized that the new spending plan be submitted to the Minnesota Department of Employment and Economic Development (DEED) – the agency who administers the federal program. The resolution also directed the City Administrator and Staff to take all necessary steps to designate a Slum and Blight Area, conduct the required environmental review, and establish policies for adoption by the City Council as required for all SCDP projects.

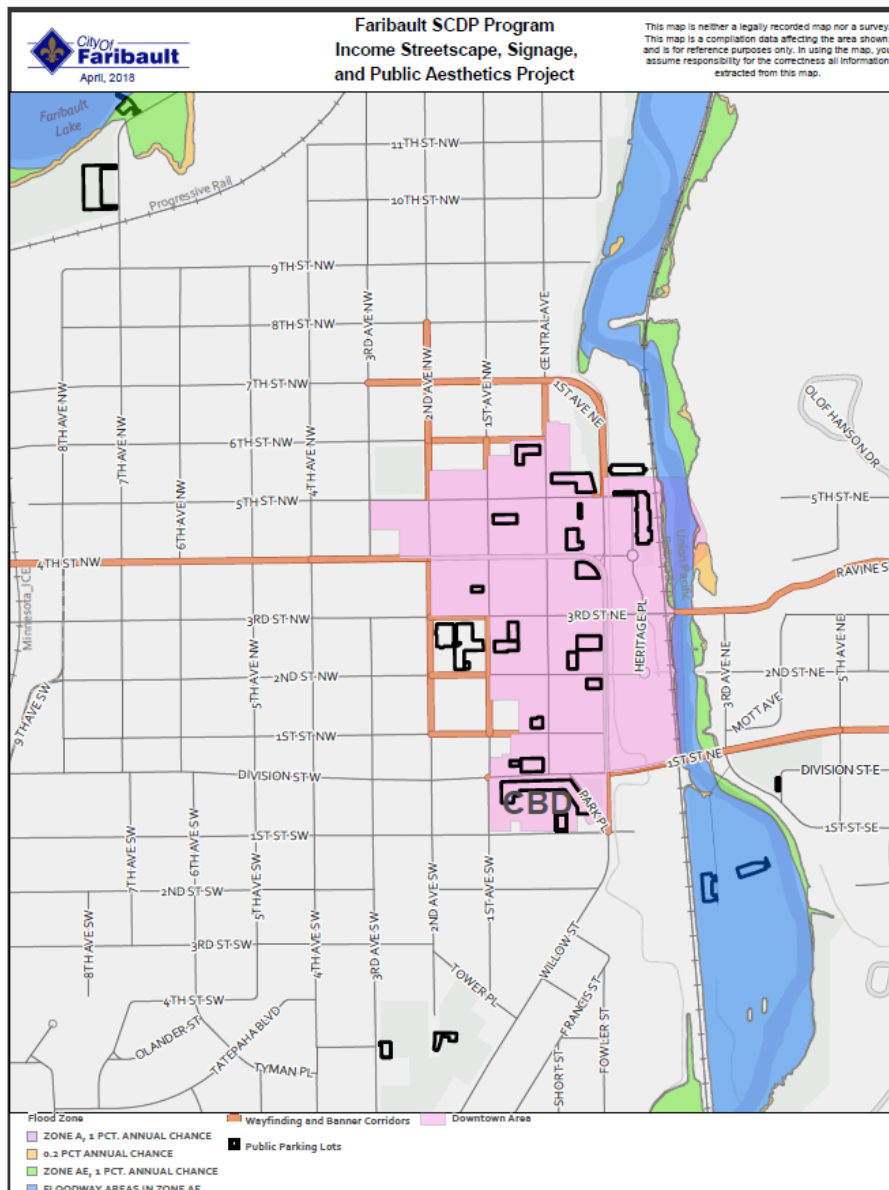
A formal response letter has been sent to DEED and the city is awaiting formal approval of the Spend Plan. To move the process forward, the city must fulfill all “program start-up” requirements affiliated with the use of the fund. SCDP is a federal program funded through the Department of Housing and Urban Development. Uses of the funds is governed by federal regulations, and program start-up requirements must be adhered to prior to spending funds. The start-up requirements include the designation of a Slum and Blight Area, environmental review, and the establishment of certain policies.

Prior to spending any of the SCDP funds, program start-up requirements must be completed. The resolution before you to utilize the SCDP funds includes:

- Declaring an area of Slum and Blight to meet HUD’s Federal Objectives- The Slum and Blight designation identifies the area where the program dollars can be spent. The target area must be

characterized as blighted by reason of "dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light, and sanitary facilities, excessive land coverage, deleterious land use, or obsolete layout, or any combination of these or other factors that are detrimental to the safety, health, or welfare of the community in accordance with MN Statutes 469.002, Sub. 11.

The Target Area for the purposes of the SCDP Program Income Spending Plan is:



Recommendation:

Approve Resolution 2025-023

Attachments:

Agenda Item: 7.B

1. Resolution 2025-023 Declare the Existence of Slum and Blight Conditions in the general Central Business District area of the City related to the Small

CITY OF FARIBAULT

RESOLUTION #2025 - 023

DECLARE THE EXISTENCE OF SLUM AND BLIGHT CONDITIONS IN THE GENERAL CENTRAL BUSINESS DISTRICT AREA OF THE CITY RELATED TO THE SMALL CITIES DEVELOPMENT PROGRAM

WHEREAS, the City of Faribault, Minnesota, (the "City") is concerned about the economic viability of slum and blighted area within its corporate limits; and

WHEREAS, the City has identified a specific area hereinafter referred to as the "Target Area" wherein slum and blight conditions exist, and within which revitalization activities are planned to occur; and

WHEREAS, the Target Area is described as follows:

Central Business District (CBD)
1st Avenue NE from CBD to Central Avenue
1st Avenue NW from 1st Street NW to CBD
1st Avenue NW from CBD to 7th Street NW
1st Street NE from CBD to 6th Avenue NE
2nd Avenue NW from 1st Street NW to the CBD
2nd Avenue NW from CBD to 8th Street NW
4th Street NW from the CBD west to 8th Avenue NW
6th Street NW from 2nd Avenue SW to the CBD
7th Street NW from 3rd Avenue NW to the CBD
Central Avenue from CBD to 7th Street NW
Ravine Street from CBD to 6th Avenue NE
Willow Street from 1st Street SW to CBD

as shown on Exhibit A attached hereto; and

WHEREAS, the Target Area projects a negative visual image of the community; and

WHEREAS, the economic, social, physical, and cultural well-being of the City is adversely affected by the conditions which exist in the Target Area; and

WHEREAS, there exists the opportunity to improve, preserve, and redevelop the Target Area to the benefit of the community; and

WHEREAS, the Faribault City Council has assessed the Target Area for purposes of the SCDP Program Income Spending Plan and determined that the Target Area can be characterized as blighted by reason of “dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light, and sanitary facilities, excessive land coverage, deleterious land use, or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, or welfare of the community” in accordance with MN Statute 469.002, Subd. 11; and

WHEREAS, following publication of the required notice, a hearing was held on February 11, 2025 to receive public input on the slum and blight designation, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

NOW, THEREFORE BE IT RESOLVED, by the City Council of Faribault, Minnesota, that the Target Area is characterized by conditions meeting the definition of “slum” and “blight.”

Date Adopted: February 11, 2025

Faribault City Council

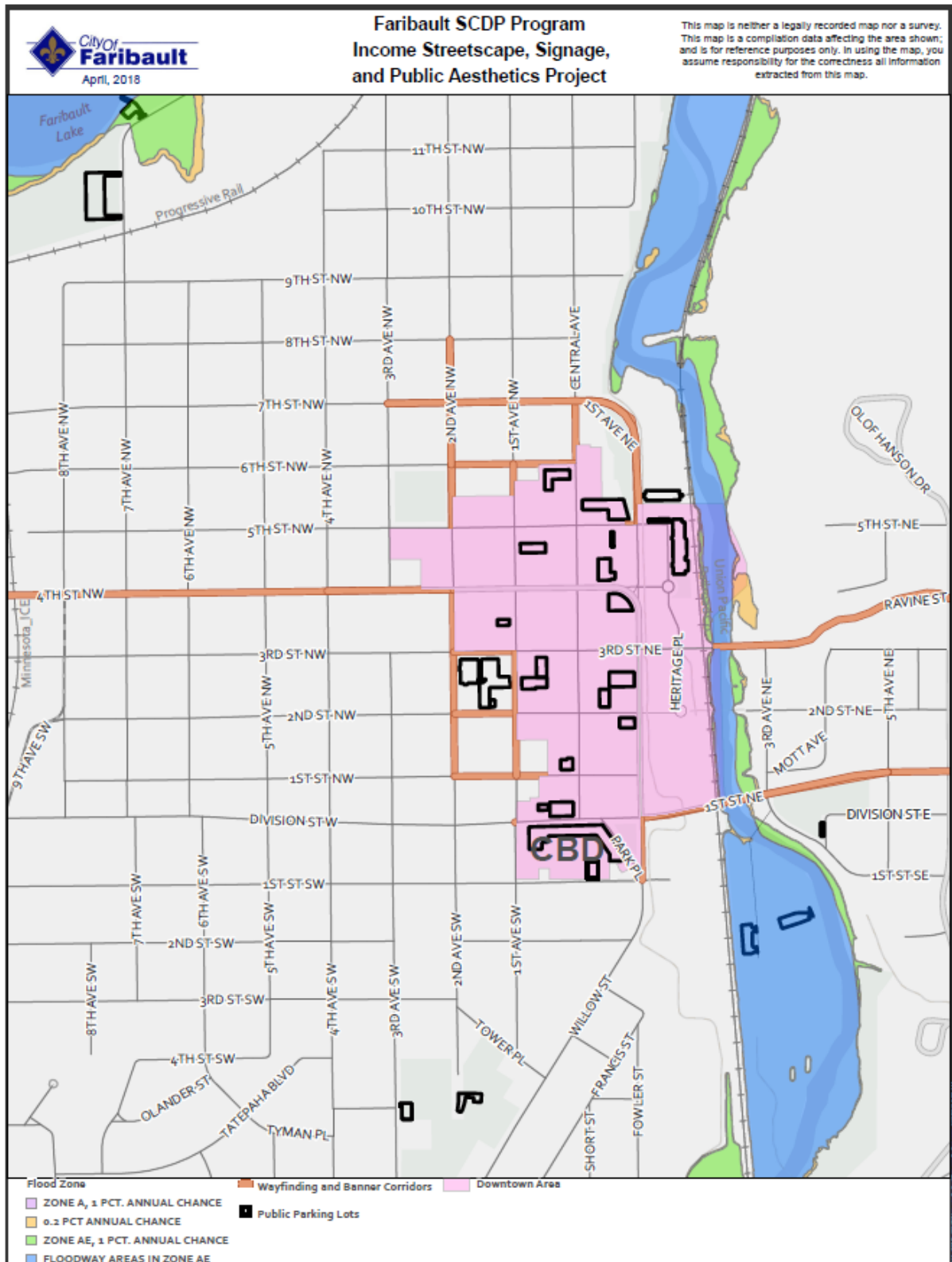
Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A

Depiction of Target Area





Request for Council Action

TO: Mayor and City Council
THROUGH: David Wanberg, CED Director; Jessica Kinser, City Administrator
FROM: Robert Harris III, Economic Development Coordinator
MEETING DATE: February 11, 2025
SUBJECT: Approvals associated with Redevelopment Grant Application -924 1st St NE

Background:

Think Biz LLC, an entity owned and operated by Rebound Real Estate, has requested assistance from city staff in preparing an application for the Minnesota Department of Employment and Economic Development (DEED) Redevelopment Grant. Given the grant's submission deadline of Monday, February 3rd, staff acted quickly to collaborate with the developer on a draft application and requested an extension from DEED, which has been granted until February 12, 2025.

The resolutions before the Council address several key components of the application:

1. **Blight and Substandard Declaration:** The resolution declares that the property at 924 1st St NE meets the statutory definition of a blighted and substandard property under Minnesota law.
2. **Redevelopment TIF District Eligibility:** This resolution establishes that the property meets the qualifications for a Redevelopment Tax Increment Financing (TIF) District under Minnesota Statutes, Chapter 469. Additionally, it specifies that if the City elects to certify a Redevelopment TIF District for this property, it must be done within three years of the building's demolition.
3. **Application Support and Local Match Commitment:** The final resolutions express the City's support for the DEED Redevelopment Grant application and confirm that the required 50% local match will be fully covered by the developer, Rebound Real Estate. No city funds will be required to meet this grant match obligation.

This initiative presents an opportunity to revitalize a blighted site without financial risk to the City while leveraging state resources for

redevelopment. Staff recommends approval of the resolutions to support the application.

Recommendation:

Approve Resolution 2025-024

Approve Resolution 2025-025

Approve Resolution 2025-026

Attachments:

CITY OF FARIBAULT

RESOLUTION #2025-024

FIND PARCEL IS OCCUPIED BY STRUCTURALLY SUBSTANDARD BUILDINGS – 924 1ST ST NE

WHEREAS, it has been proposed that the City Council for the City of Faribault, Minnesota (the “City”) create a tax increment financing district in an area within the City to be designated a redevelopment district as defined in Minnesota Statutes, section 469.174, subd. 10 (the “TIF District”); and

WHEREAS, in order to create this type of TIF District, the City must determine that before the demolition or removal of any substandard buildings, certain conditions exist; and

WHEREAS, in order to deem a parcel as being occupied by a structurally substandard building, the City must first pass a resolution before the demolition or removal that the parcel was occupied by one or more structurally substandard buildings and that after demolition and clearance the City intended to include the parcel within the proposed tax increment financing district; and

WHEREAS, there exists in the City on the parcel at 924 1st NE, Faribault, MN, PIDs 18.32.2.75.005 and 18.32.2.77.017 (the “Parcels”) structurally substandard buildings to be demolished or removed (the “Substandard Building Condition”); and

WHEREAS, a parcel is deemed to be occupied by a structurally substandard building if the parcel was occupied by one or more substandard buildings or met the criteria of Minnesota Statutes, section 469.174, Subd. 10(e) within three years of the filing of the request for certification of the parcel as part of the district with the county auditor, in addition to other requirements as are required by law.

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

1. The Council has received from Construction Management Services, A Division of WSE Engineering Service. the “Analysis of

building located at 924 1st St NE, Faribault , Minnesota”, dated October 29, 2024 (the “Inspection Report”), finding that, based on an inspection of the building located on the Parcel, the building was determined to be substandard under the definition set forth in the Minnesota Statutes, Sections 469.174 to 469.1794, as amended (the “TIF Act”). Based on the Inspection Report and other information available to the Council, the Council finds that the buildings on the Parcel are structurally substandard to a degree requiring substantial renovation or clearance and at least 15% of the area of the Parcel identified on Exhibit A attached hereto contains improvements, including a structurally substandard building, and therefore more than 70% of the area of the proposed TIF District is occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures as required by the TIF Act.

2. After the date of approval of this resolution, the building(s) on the Parcel may be demolished or removed by the City, or such demolition or removal may be financed by the City, or may be undertaken by a developer under a development agreement with the City.

3. The City intends to include the Parcel in a redevelopment TIF District, and to file the request for certification of such district with the county auditor within three years after the date of demolition of the buildings on the Parcels.

4. Upon filing the request for certification of a new tax increment financing district, the City will notify the county auditor that the original tax capacity of the Parcel must be adjusted to reflect the greater of (a) the current net tax capacity of the parcel, or (b) the estimated market value of the Parcel for the year in which the building was demolished or removed, but applying class rates for the current year, all in accordance with Minnesota Statutes, Section 469.174, Subd. 10(d).

5. The City may from time to time amend the terms of this Resolution to the extent permitted by law, including without limitation amendment to the payment schedule and the interest rate; provided that the interest rate may not be increased above the maximum specified in Section 469.178. subd. 7 of the TIF Act.

6. City staff and consultants are authorized to take any actions necessary to carry out the intent of this resolution.

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Date Adopted: February 11, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A





A Division of WSE Engineering Services, Ltd
1765 Restoration Rd SW
Rochester, MN 55902
507-282-8206

Analysis of building located at 924 1st St NE Faribault Minnesota.
Parcel ID: 18.32.2.75.005
Inspection Date: October 29, 1924

It is my opinion that this building is substandard because:
Substantial renovation is required to correct the conditions found.
Building Code deficiencies total more than 15% of replacement cost, this
does not include energy code deficiencies.

Estimated Replacement Cost:	\$1,462,728.00
Estimated Cost to Correct Building Code Deficiencies:	\$526,256.00
Percentage of Replacement Cost For Deficiencies.	36%
This cost does not include Energy Code Deficiencies.	

List of deficiencies.

1. Electrical system does not meet code.
2. Hvac system does not meet code.
3. Accessibility code has not been met.
Turning radiuses not met. Grab bars missing in restrooms. Maneuvering clearances have not been met.
4. The roof will have to be replaced.
5. There is siding on the exterior of the building that is missing.
6. Install new plumbing system on both floors to met the current State Plumbing Code.

The building does not comply with current Energy Code. Compliance would cause a very major renovation to the building.

7. The interior will have to be completely repainted.
8. Some of the ceiling is missing in the lower level. There appears to be some water damage that has occurred. Unable to determine the cause.
8. Emergency lighting is not installed throughout the entire building.
9. The sprinkler system requires updates to meet the Current Building Code requirements.
10. The exterior of the building has drainage issues and landscape issues that will require modifications.

A handwritten signature in black ink, appearing to read 'Jay Kruger', written over a horizontal line.

Jay Kruger
Building Official MN# 1701



Sketches

CITY OF FARIBAULT

RESOLUTION #2025-025

APPROVE SUBMISSION OF REDEVELOPMENT GRANT APPLICATION IN CONNECTION WITH 924 1ST ST NE

WHEREAS, Think Biz LLC has expressed an interest in redeveloping the Former Mayo Clinic site located at 924 1st St NE in Faribault, Minnesota, for the purpose of revitalizing the property and contributing to the community's economic development; and

WHEREAS, the City of Faribault has identified the redevelopment of this site as a priority to improve the local economy, enhance the appearance of the area, and attract new businesses and investment to the community; and

WHEREAS, the Minnesota Department of Employment and Economic Development (DEED) administers a Redevelopment Grant program designed to support the cleanup, redevelopment, and revitalization of underutilized properties within the state of Minnesota; and

WHEREAS, the City of Faribault desires to assist Think Biz LLC in securing a Redevelopment Grant from DEED to support the redevelopment of the site; and

WHEREAS, the City Council of the City of Faribault deems it in the best interest of the community to approve the submission of a Redevelopment Grant application to DEED for the Former Mayo Clinic site located at 924 1st St NE.

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

1. **Approval of Redevelopment Grant Application:** The City of Faribault hereby approves a Redevelopment Grant application to the Minnesota Department of Employment and Economic Development (DEED) submitted by Think Biz LLC for the Former Mayo Clinic site located at 924 1st St NE on February 3, 2025,
2. **Authorization to Submit Application:** The City Council authorizes the City Administrator and staff to take all necessary actions required to support the project through the DEED Redevelopment Grant process.

3. **Intent to Support Project:** The City of Faribault recognizes the significance of this project in enhancing the community's economic development and redevelopment efforts and fully supports Think Biz LLC's application for the Redevelopment Grant for the 924 1st St NE site.

Date Adopted: February 11, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

CITY OF FARIBAULT

RESOLUTION #2025-26

COMMIT LOCAL MATCH FOR REDEVELOPMENT GRANT APPLICATION AND AUTHORIZE CONTRACT SIGNATURES IN CONNECTION WITH 924 1ST ST NE

WHEREAS, the City of Faribault is committed to the redevelopment of the property located at 924 1st St NE in Faribault, Minnesota, and has partnered with Think Biz LLC, the developer, for this project; and

WHEREAS, the City of Faribault is submitting a Redevelopment Grant application to the Minnesota Department of Employment and Economic Development (DEED) for the project, which was approved by Resolution 2025-25; and

WHEREAS, the City of Faribault has committed to providing a local match of 50% for the Redevelopment Grant application, with all of the local match being provided through the developer's equity contributions towards the project, as outlined in the letter from Think Biz LLC in Exhibit A; and

WHEREAS, the City of Faribault has the legal authority to apply for financial assistance and the institutional, managerial, and financial capability to ensure adequate project administration; and

WHEREAS, Think Biz LLC has agreed to provide the local match in the form of equity toward the project, as outlined in Exhibit A.

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

1. The City of Faribault commits to a local match of 50% for the Redevelopment Grant application submitted to DEED for the redevelopment of the property at 924 1st St NE. All of the local match will come from the developer's equity contributions towards the project, as outlined in the letter from Think Biz LLC in Exhibit A.
2. The City of Faribault acts as the legal sponsor for the project contained in the Redevelopment Grant Program application submitted on February 3, 2025, and that the City Administrator and Staff hereby authorizes and supports the Redevelopment Grant application.

3. The City of Faribault has the legal authority to apply for financial assistance and the institutional, managerial, and financial capability to ensure adequate project administration.
4. The sources and amounts of the local match identified in the application are committed to the project identified, with all local match coming from the developer's equity, as outlined in Exhibit A.
5. If the project identified in the application fails to substantially provide the public benefits listed in the application within five years from the date of the grant award, the City of Faribault may be required to repay 100 percent of the awarded grant per Minn. Stat. § 116J.575, Subd. 4.
6. The City of Faribault has not violated any Federal, State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest, or other unlawful or corrupt practice.
7. Upon approval of its application by the state, the City of Faribault may enter into an agreement with the State of Minnesota for the above-referenced project(s), and that the City of Faribault certifies that it will comply with all applicable laws and regulations as stated in all contract agreements.
8. Upon award of the grant, the City of Faribault shall enter into a formal agreement with the developer to ensure that the project achieves the public benefits identified in the grant application. That said agreement shall include provisions for performance monitoring and compliance with the stated public benefits, and if the project fails to substantially provide these benefits within five years from the date of the grant award, the City of Faribault shall have the right to require repayment of up to 100 percent of the awarded grant, in accordance with Minn. Stat. § 116J.575, Subd. 4.
9. The City Council authorizes the City Administrator, staff, consultants, and contractors to take all necessary actions required to support the project through the DEED Redevelopment Grant process.
10. The Mayor and the City Administrator are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the City of Faribault.

Date Adopted: February 11, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Exhibit A



Rebound Partners
INVESTMENTS • MANAGEMENT

February 5, 2025

Mr. Robert Harris III
Economic Development Coordinator
City of Faribault
208 NW 1st Avenue
Faribault, MN 55021

Dear Robert,

On behalf of Thinkbiz, LLC, I hereby commit to executing on the DEED application as it was submitted. We are also committing to providing 50% of the demolition and abatement costs in a side-by-side manner with the Deed Grant funds for the property at 924 1st Street NE, in Faribault, MN.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brett Reese". The signature is fluid and stylized, with a long horizontal stroke extending to the left.

Brett Reese
Principal Thinkbiz, LLC

527 Professional Drive, Suite 100, Northfield, MN 55057