



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, JUNE 10, 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 May 27, 2025 City Council Meeting**
 - A. Approve minutes of the May 27, 2025 City Council Meeting
- 5. Requests to be Heard**
- 6. Consent Agenda**
 - A. Approve Claims List
 - B. Approve Private Hangar Land Lease
 - C. Resolution 2025-146 Accept Donations to Parks and Recreation Department
 - D. Resolution 2025-149 Approve LG214 Premises Permit Application
 - E. Resolution 2025-150 Authorize Payment as Recommended by the Charitable Gambling Board to Faribault Youth Empowerment Center
 - F. Resolution 2025-151 Authorize Payment as Recommended by the Charitable Gambling Board to Community Action Center
 - G. Resolution 2025-152 Approve Appointment to Parks and Recreation Advisory Board
 - H. Resolution 2025-153 Approve Hiring Police Officers
 - I. Resolution 2025-154 Approve Hiring Community Services Officers
 - J. Approve Professional Services Proposal for Twin Lakes Outlet Project - Contract 2025-10
 - K. Resolution 2025-156 Authorize Execution of MAB Second Addition Development Agreement
 - L. Resolution 2025-159 Accept Donation from Richard and Linda Moore to the Fire Department
 - M. Resolution 2025-147 Authorize Submittal of Municipal Airport Airfield Pavement Rehabilitation Project Grant Application
 - N. Approve 4th of July Fireworks Permit
 - O. Resolution 2025-160 Accept Southeastern Minnesota Arts Council and Faribault Foundation Grants
 - P. Resolution 2025-161 Approve Early Construction Agreement for MAB Second Addition
- 7. Public Hearings – None**
- 8. Items for Discussion**
 - A. Ordinance 2025-06 Dedication of Public Right of Way Along Grant Street (Second Reading)
 1. Approve Summary Publication for Ordinance 2025-06
 - B. Resolution 2025-155 Approve Purchase and Development Agreement for Property Described as Lot 1, Block 2, Riverchase Addition

- C. Ordinance 2025-4 Approve Rezoning Certain Properties at the Corner of 2nd Ave NW and 14th St NW to C-2, Highway Commercial (Second Reading)
 - 1. Approve Summary Publication of Ordinance 2025-4
- D. Ordinance 2025-5 Vacate a Portion of Drainage and Utility Easement at 190 20th St NW (Second Reading)
 - 1. Approve the Summary Publication of Ordinance 2025-5
- E. Ordinance 2025-7 Approve a Zoning Text Amendment to Allow Proof of Parking in Commercial Districts (Second Reading)
 - 1. Approve the Summary Publication of Ordinance 2025-7
- F. Faribo Downtown Central LLC/301 Central Avenue - Preliminary and Final Plat; Development Agreement
 - 1. Resolution 2025-157 Approve the Preliminary and Final Plats for Eastman Disbursal Addition
 - 2. Resolution 2025-158 Authorize Execution of Eastman Disbursal Addition Developer Platting-Only Agreement

9. Bids

- A. Resolution 2025-148 Accept Bids for Municipal Airport Airfield Pavement Rehabilitation Project

10. Boards and Commissions Reports, Announcements and Project Updates

11. Adjournment

(The Council may meet as a group for dinner)

NOTE:

CC Closed Captioning of Council meetings available on FCTV.

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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 AGENDA

COUNCIL CHAMBERS

TUESDAY, MAY 27, 2025

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

The meeting of the City Council was called to order by Mayor Tom Spooner at 6:00 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, Interim Parks and Recreation Director Kevin O'Brien, Police Chief John Sherwin, Fire Chief Dustin Dienst, Community and Economic Development Director David Wanberg, Human Resources Director Kevin Bushard, City Engineer Mark DuChene, Planning Manager Harry Davis and City Attorney Scott Riggs.

Approve Agenda

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

Presentations/Introductions

Safe Summer Kickoff Day Proclamation was read by the Mayor and presented to Chief Sherwin.

Approve minutes of the May 13th City Council Meeting

Motion by Doumbouya, seconded by van Sluis to approve minutes of the May 13th City Council Meeting and carried unanimously.

Requests to be Heard – None

Consent Agenda

- A. Approve List of Claims
- B. Resolution 2025-142 Approve Agreements for Northern Links Trail Crossing Within CPKC Railroad Right-of-Way
- C. Approve Use of Central Park for Light of Hope Celebration Event
- D. Resolution 2025-129 Accept Donations to the Parks & Recreation Department
- E. Resolution 2025-130 Accept Donations from Harry Brown's and Walmart to the Police Department
- F. Resolution 2025-131 Approve Street Closure for Heritage Days Car Cruise Night
- G. Approve Consent Assessment Agreement for 1300 Lyndale Avenue North
- H. Resolution 2025-143 Approve Permanent Right of Way Easement for Amber Court

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

Public Hearings

Ordinance 2025-2 Annexing Certain Land from Wells Township into the City (Second Reading) and Approve Summary Publication of Ordinance 2025-2

City Planning Manager Harry Davis stated that at the previous City Council meeting on May 12, 2025, City Council approved the first reading of Ordinance 2025-2. Staff did not make any substantial changes to the Ordinance.

Motion by Ross, seconded by Rowan to open the public hearing and carried unanimously. The public hearing was opened at 6:06 pm.

No comments were received.

Motion by Doumbouya, seconded by van Sluis to close the public hearing and carried unanimously. The public hearing was closed at 6:07 pm.

Motion by Ross, seconded by Barnes to approve Ordinance 2025-2 Annexing Certain Land from Wells Township into the City (Second Reading)

Roll Call Vote:

Aye: Councilor Barnes, Doumbouya, Ross, Rowan, van Sluis, Theile and Mayor Spooner
Nay:

Motion carried 7:0

Motion by van Sluis, seconded by Thiele to Approve Summary Publication of Ordinance 2025-2 and carried unanimously.

Resolution 2025-144 Order Improvements, Approve Plans and Establish Bid Date for 2025 Miscellaneous Street Reconstruction Project - Contract 2025-05

City Engineer Mark DuChene stated that resolution 2025-144 orders the improvements and approves the construction plans and specifications for the proposed 2025 Miscellaneous Street Reconstruction Improvements - Contract 2025-05 project, including removals, watermain replacement, sanitary sewer replacement, lot services, storm sewer construction, grading, aggregate base, sidewalk reconstruction, bituminous paving, turf restoration and related improvements on the following streets:

Amber Court (Crystal Lane to South End)
Division Street W (Intersection of Division Street W and 4th St SW)
Grant Street North (Park Avenue to 200' West)

The preliminary total estimated cost of the improvements, including contingency, permitting and engineering, is \$518,275.00. Proposed funding for the project is as follows:

Street Improvement Fund (401)	\$ 342,150.00
Water Utility Fund (601)	\$ 20,850.00
Sewer Utility Fund (602)	\$ 37,700.00
Storm Water Utility Fund (603)	\$ 10,750.00
Special Assessments	\$ 106,825.00

Resolution 2025-144 also establishes a bid date of June 18, 2025, for the project. Construction is anticipated to start in August and be completed by November.

Motion by Thiele, seconded by Doumbouya to open the public hearing and carried unanimously. The public hearing was opened at 6:15 pm.

No comments were received.

Motion by Ross, seconded by Theile to close the public hearing and carried unanimously. The public hearing was closed at 6:15 pm.

Motion by Ross, seconded by van Sluis to approve Resolution 2025-144 Order Improvements, Approve Plans and Establish Bid Date for 2025 Miscellaneous Street Reconstruction Project - Contract 2025-05 and carried unanimously.

Ordinance 2025-06 Dedication of Public Right of Way Along Grant Street

City Engineer Mark DuChene stated that as part of the City's approved 2025-2029 Capital Improvement Plan, the realignment of Grant Street with Park Avenue was included as part of the 2025 Miscellaneous Street Reconstruction Project, Contract 2025-05. In 2023, the City acquired the property at 422 Park Avenue and removed the existing dwelling and related structures to accommodate the street realignment project. Ordinance 2025-6 formally dedicates the necessary portion of the 422 Park Avenue parcel as a public right of way. The remainder of the parcel may be sold, replanted or redeveloped at a later date per future direction from the City Council.

Motion by van Sluis, seconded by Rowan to open the public hearing and carried unanimously. The public hearing was opened at 6:17 pm.

No comments were received.

Motion by Doumbouya, seconded by Rowan to close the public hearing and carried unanimously. The public hearing closed at 6:18 pm.

Motion by Thiele, seconded by Rowan to approve Ordinance 2025-06 Dedication of Public Right of Way Along Grant Street

Roll Call Vote:

Aye: Councilor Barnes, Doumbouya, Ross, Rowan, van Sluis, Thiele and Mayor Spooner.

Nay:

Motion carried 7:0

Items for Discussion

Mighty Fine Coffee/127 14th St NW - Comprehensive Plan Amendment; Zoning Map Amendment; Preliminary Plat; Final Plat; Variance(s); Conditional Use Permit; Resolution 2025-132 Approve a Comprehensive Plan Amendment to Guide Certain Property at the Corner of 2nd Ave NW and 14th St NW for Commercial/Residential Mixed Use; Resolution 2025-133 Approve Variances for Lot Area and Impervious Surface Coverage at 127 and 123 14th St NW; Ordinance 2025-4 Approve Rezoning Certain Properties at the Corner of 2nd Ave NW and 14th St NW to C-2, Highway Commercial (First Reading); Resolution 2025-134 Approve the Preliminary and Final Plats for Mighty Fine Coffee Addition; Resolution 2025-135 Approve a Conditional Use Permit for C-2 and Shoreland Overlay District at 127 and 123 14th St NW and Resolution 2025-136 Approve Variances for Parking Area Setbacks and Drive-Through Stacking Spaces at 127 and 123 14th St NW

City Planning Manager Harry Davis informed the Council that Mr. Steve Underdahl, on behalf of Nathaniel Cunnigham and Jordan Brennan and Jessica Swink requested approval of a Comprehensive Plan Amendment, Zoning Map Amendment, Preliminary Plat and Final Plat, Conditional Use Permit(s) and Variance(s) for redeveloping and combining two parcels. They intend to establish a coffee shop and drive-through with onsite coffee roasting at 123 & 127 14th St NW.

The comprehensive plan amendment application requested changing both the subject parcels from Established Residential Neighborhood to Commercial/Residential Mixed Use. The Zoning Map Amendment proposed rezoning both parcels from C-1, Neighborhood Commercial to C-2, Highway Commercial. The preliminary and final plats proposed combining the lots into one, making all the proposed uses on one parcel. The Conditional Use Permits (CUP) are required to allow a drive-through in C-2 and within the Shoreland Overlay District, part of the 1,000-foot buffer from Mill Pond, or the Cannon River Reservoir. In order to make the site work for the proposed use, the development needs four variances: for developing a property with less than the required amount of lot area; impervious surface coverage within Shoreland; parking area setbacks; and fewer stacking spaces than required for a drive-through.

Davis stated that staff worked with the applicant for a year before the applicant applied for the requested approvals. The DRC affirmed support for the project through meetings in April and early May. Staff support the comprehensive plan and zoning map amendments as the subject property is on two minor arterial roads. Placing commercial at the corner to serve the nearby neighborhood and primarily industrial intersection will be a benefit to the city and neighbors. The preliminary and final plats meet all criteria, and staff recommended approval. Staff supports the CUP requests with conditions that minimize the impact on adjoining residential properties. Regarding the variances, staff support all four variances with the general understanding that this street corner is historically commercial, both properties were at one time fully developed, and the impervious surface request has support from the DNR.

At the public hearing during the May 19th Planning Commission meeting, several members of the public, including neighbors to the property, voiced support for the proposals and welcomed both the amenity and the business itself to the neighborhood. Planning Commissioners generally supported the project and asked questions about traffic, safety, screening, and compatibility with the neighborhood. The first two resolutions received unanimous support from the Planning Commission. The zoning map amendment ordinance and the other resolutions received 6–1 votes. The dissenting vote was by Commissioner White, who had concerns over the traffic impact and cars stacking onto 14th St NW.

Steve Underdahl stated that many developers have shied away from developing the property in the past and that the applicants would appreciate a positive vote.

Motion by Ross, seconded by van Sluis to approve Resolution 2025-132 Approve a Comprehensive Plan Amendment to Guide Certain Property at the Corner of 2nd Ave NW and 14th St NW for Commercial/Residential Mixed Use and carried unanimously.

Motion by Thiele, seconded by Rowan to approve Resolution 2025-133 Approve Variances for Lot Area and Impervious Surface Coverage at 127 and 123 14th St NW and carried unanimously.

Motion by van Sluis, seconded by Ross to approve Ordinance 2025-4 Approve Rezoning Certain Properties at the Corner of 2nd Ave NW and 14th St NW to C-2, Highway Commercial (First Reading)

Roll Call Vote:

Aye: Councilor Barnes, Doumbouya, Ross, Rowan, van Sluis, Thiele and Mayor Spooner
Nay:

Motion carried 7:0

Motion by Thiele, seconded by Barnes to approve Resolution 2025-134 Approve the Preliminary and Final Plats for Mighty Fine Coffee Addition and carried unanimously.

Motion by Rowan, seconded by Doumbouya to approve Resolution 2025-135 Approve a Conditional Use Permit for C-2 and Shoreland Overlay District at 127 and 123 14th St NW and carried unanimously.

Motion by Barnes, seconded by Doumbouya to approve Resolution 2025-136 Approve Variances for Parking Area Setbacks and Drive-Through Stacking Spaces at 127 and 123 14th St NW and carried unanimously.

Malecha Auto Body/190 20th St NW - Vacation, Preliminary and Final Plat, CUP; Ordinance 2025-5 Vacate a Portion of Drainage and Utility Easement at 190 20th St NW; Resolution 2025-137 Approve the Preliminary and Final Plats for MAB Second Addition and Resolution 2025-138 Approve a Conditional Use Permit Amendment for Major Auto Repair in C-2 and Shoreland at 190 20th St NW

City Planning Manager Harry Davis explained that Steve Underdahl on behalf of Malecha Auto Body requested an easement vacation, preliminary and final plat, and conditional use permit amendment at 190 20th St NW. The subject property is zoned C-2, Highway Commercial, partially falls within the Shoreland Overlay District, and contains approximately 1.74 acres.

The proposed development includes the existing Malecha Auto Body business at 190 20th St NW and extends the business to an adjacent parcel at 2029 2nd Ave NW. The proposed structure will support and expand service for the main building and business operations. To combine the properties and get zoning entitlement supporting the new structure, the submittal includes an easement vacation to remove a previously platted easement along the bisecting property line, preliminary and final plats to combine both parcels, and an amendment to an existing conditional use permit (CUP) to expand a major auto repair use in C-2 and within the Shoreland Overlay. The previous CUP, Resolution 2022-158 and Resolution 2022-159, was approved in 2022 alongside platting the property, Resolution 2022-157 and a variance, Resolution 2022-209.

The proposed easement vacation, preliminary and final plats, and CUP amendment are consistent with the planning and zoning aspects of the City's Unified Development Ordinance. City staff do not recommend taking parkland dedication or fees in-lieu as the additional land at \$1,000 per gross acre for commercial development is less than the impact of the existing house of \$1,000 per single-family dwelling at 2029 2nd Ave NW that will be demolished for this project. The DRC recommended approval of this project at its May 6, 2025, meeting.

During the Planning Commission public hearing on May 19, 2025, the Planning Commission unanimously recommended approval of the project and the various submittals to City Council.

Motion by Ross, seconded by van Sluis to approve Ordinance 2025-5 Vacate a Portion of Drainage and Utility Easement at 190 20th St NW

Roll Call Vote:

Aye:

Nay:

Motion carried 7:0

Motion by Ross, seconded by Thiele to approve Resolution 2025-137 Approve the Preliminary and Final Plats for MAB Second Addition and carried unanimously.

Motion by Doumbouya, seconded by Barnes to approve Resolution 2025-138 Approve a Conditional Use Permit Amendment for Major Auto Repair in C-2 and Shoreland at 190 20th St NW and carried unanimously.

Blais/1216 1st Ave NW - CUP and Variances; Resolution 2025-139 Approve a CUP for an Accessory Structure at 1216 1st St NE; Resolution 2025-140 Approve Variance for

Placing an Accessory Structure in a Front Yard at 1216 1st St NE and Resolution 2025-141 Approve Variances for a Larger Accessory Structure than Allowed and for More Accessory Use and Structure Area than Primary Use and Structure at 1216 1st NE

City Planning Manager Harry Davis explained that David Blais requested a Conditional Use Permit (CUP) and variances at 1216 1st St NE. The property is zoned R-1, Single Family Residential and contains approximately 7.30 acres of land. The request from the applicant is to have a 100-foot by 40-foot or 4,000 square foot accessory structure on the property. The accessory structure will be for personal use. The submitted CUP is to allow an increase of 25% as allowed in the ordinance for an accessory structure. The variances are to address the additional square footage beyond the 25% increase, the amount of accessory use in comparison to residential use, and the location of the structure in the front yard.

Davis found that the requested CUP and variance from the front setback meet the criteria to be granted. The conditions for a CUP are met by the request, and the variance from the front setback demonstrates a practical difficulty where the flattest part of the site for a new structure is located in front of the house. However, staff cannot find a practical difficulty sufficient to meet all the required criteria for the 4,000-square-foot structure which is a 270% increase over what is allowed by the CUP and to have more accessory structure area and use than the primary structure area and use the amount of accessory structure proposed to be 177% the size of the dwelling.

At the Planning Commission public hearing on May 5th, the proposals generally received support from most of the Planning Commission. The Planning Commission voted 5-2 on tabling the items for the next meeting and providing staff direction on writing findings in favor of all the requests. Commissioners Green and Jackson dissented, wishing to vote on the items at that meeting. After revisions by staff, the items were heard again at the May 19th meeting. Planning Commissioners voted unanimously in favor of the CUP and the variance for the front setback. Commissioners then voted 5-2 to recommend approval of the size and accessory use versus primary use variance. Commissioners Green and Ackman dissented, stating that the rules should be followed and there is not a clear practical difficulty with the variances.

In addition to the recommended resolutions, the Planning Commission voted unanimously to request the City Council direct staff to research and propose new ordinance language that would permit larger accessory structures on lots over 5 acres.

Councilor Ross asked how this would affect future landowners, Davis stated that it might be difficult to develop, however, the owners do not intend to split the property. Ross also asked if they would be using the current driveway and if there would be any screening, Davis stated that they would use the driveway and there would not be additional screening. The property does not receive any city services, as they have their own septic and well. Rowan asked for Attorney Riggs opinion, he had nothing further to add. Ross asked if there would be any living quarters in the new garage, Davis stated that he was not aware of any intention of that.

Motion by Ross, seconded by van Sluis to approve Resolution 2025-139 Approve a CUP for an Accessory Structure at 1216 1st St NE and carried unanimously.

Motion by Doumbouya, seconded by Barnes to approve Resolution 2025-140 Approve Variance for Placing an Accessory Structure in a Front Yard at 1216 1st St NE and carried unanimously.

Motion by Ross, seconded by Thiele to approve Resolution 2025-141 Approve Variances for a Larger Accessory Structure than Allowed and for More Accessory Use and Structure Area than Primary Use and Structure at 1216 1st NE and carried unanimously.

Ordinance 2025-7 Approve a Zoning Text Amendment to Allow Proof of Parking in Commercial Districts

City Planning Manager Harry Davis explained that this request was brought forth by city staff to amend the Unified Development Ordinance and allow the same proof of parking concept allowed in industrial districts to apply to commercial districts.

City staff acknowledge recent redevelopment projects struggling with parking ratios for a minimum amount of parking spaces, while the existing business(es) demonstrate much lower parking demand. In an effort to work with applicants, the Development Review Committee previously issued determinations allowing developments to show “proof of parking”, where the property and development must demonstrate that there is enough room for parking on the property, but not construct all the required spaces. If parking demand requires additional spaces, the applicant could expand their parking facilities to accommodate it. This concept is expressly allowed in industrial districts, but the flexibility is not clearly extended to commercial districts.

To prevent a property from avoiding the cost of installing parking, the development may only use proof of parking for up to 30% of the required spaces, meaning that developments in a commercial district must provide at least 70% of the required parking. This proof of parking concept does not apply to residential uses, so in a situation where there is mixed-use, the residential parking ratios still fully apply, and the proof of parking would only be allowed for the non-residential portions of the development.

In general, the proposed amendment meets the code criteria for amending the zoning text. The request and recommended approach meet many goals and policies of the comprehensive plan. The ability for property owners to show that they have enough room to meet parking ratios, but not have to construct all the required parking, should be a huge benefit to redevelopment projects.

At the Planning Commission public hearing on May 19, 2025, the Planning Commission unanimously recommended approval of the ordinance to City Council.

Councilor Ross asked if this was only in commercial districts, Davis stated that it does not include residential. Mayor Spooner stated that this is a way to get their foot in the door, get started and then make them match the ordinance, it is business friendly. Councilor

Rowan asked what Attorney Riggs thoughts were on this, Riggs stated that this is a tool that the City can use to be flexible. Councilor Doumbouya likes the flexibility.

Motion by Thiele, seconded by Doumbouya to approve Ordinance 2025-7 Approve a Zoning Text Amendment to Allow Proof of Parking in Commercial Districts

Roll Call Vote:

Aye: Councilor Barnes, Doumbouya, Ross, Rowan, van Sluis, Thiele and Mayor Spooner.

Nay:

Motion carried 7:0

Ordinance 2025-3 Approve a Zoning Text Amendment to Match Land Uses in Shoreland with the DNR Model Ordinance (Second Reading) and Ordinance 2025-3 Summary Publication

City Planning Manager Harry Davis stated that at the previous City Council meeting on May 12, 2025, City Council approved the first reading of Ordinance 2025-3. Staff did not make any substantial changes to the Ordinance.

Motion by Ross, seconded by van Sluis to approve Ordinance 2025-3 Approve a Zoning Text Amendment to Match Land Uses in Shoreland with the DNR Model Ordinance (Second Reading)

Roll Call:

Aye: Councilor Barnes, Doumbouya, Ross, Rowan, van Sluis, Thiele, Mayor Spooner

Nay:

Motion carried 7:0

Motion by Ross, seconded by Rowan to approve Ordinance 2025-3 Summary Publication and carried unanimously.

Resolution 2025-145 Order Improvements, Approve Plans and Establish Bid Date for Northern Links Trail Project, Contract 2023-07

City Engineer Mark DuChene explained that the resolution 2025-145 orders the improvements and approves the construction plans and specifications for the proposed Northern Links Trail Project - Contract 2023-07 project including removals, grading, watermain replacement, bituminous trail paving, box culvert construction, turf restoration and related improvements for the Northern Links Trail connection from Hulett Avenue to North Alexander Park.

The preliminary total estimated cost of the improvements, including contingency, permitting and engineering, is \$1,557,850.00. Proposed funding for the project is as follows:

Street Improvement (401)/MSAS	\$ 733,582.00
Federal Funds	\$ 824,268.00

The resolution also established a bid date of June 18, 2025, for the project. The

construction timeline will be contingent on lead times for the box culvert and the availability of the railroad to complete their work.

Councilor van Sluis asked if this would affect traffic on Highway 3, DuChene stated that it would not. Barnes asked if this in on the North, DuChene stated that it is on Hullet east of the railroad and continues on the south side to provide a loop on the south. Barnes also thanked staff for cleaning up graffiti.

Motion by Doumbouya, seconded by Ross to approve Resolution 2025-145 Order Improvements, Approve Plans and Establish Bid Date for Northern Links Trail Project, Contract 2023-07 and carried unanimously.

Bids - None

Boards and Commissions Reports, Announcements and Project Updates

City Administrator Kinser stated that there were 98 properties that applied for the Ash Tree Removal Program totaling 179 trees. The next Council Chat will be held at the Great Hall at 5:00 pm on June 11, with Barr Engineering. The first Residents Academy session will be on June 2 at 6:00 pm at City Hall; there are currently 12 people registered. Councilor van Sluis stated that he would not be at the meeting next week. Councilor Barnes stated that The Straight River Arts Festival is this weekend at Central Park and Depot Fest is also taking place. Councilor Thiele reminded everyone of the Safe Summer Kick-off next week and encouraged everyone to attend. Mayor Spooner was in Wurzburg last week, it was a great time, he stated it was interesting seeing other forms of government and that we have the same issues as others such as housing and transportation.

Adjournment

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

The meeting was adjourned at 7:10 pm.

Respectfully Submitted,

Heather Slechta
City Clerk



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kindra Papenfus, Finance Director
MEETING DATE: June 10, 2025
SUBJECT: Approve Claims List

Background:

Please find the list of claims totaling \$850,331.31 to pay 359 invoices in the attachment, which provides details as to the department/funding source and amount for each individual invoice and vendor.

Recommendation:

Approve the June 10th Claims List

Attachments:

1. 061025FF

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 061025FF 06/10/2025

DUE DATE: 06/10/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10427	1st Line/Leewes Ventu	0000		INV	06/28/2025	151517					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Aquatic 42990		AquaticCtr	CmdResale		913.50				913.50	
						CHECK TOTAL	913.50			913.50	
10181	911 Tech Inc	0000		EFT	04/11/2025	1725 2					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 43090		Police	ProfSrv		1,984.50				1,984.50	
						CHECK TOTAL	1,984.50			1,984.50	
10453	A H Hermel Candy & To	0000		EFT	06/28/2025	1070883/1070883					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Aquatic 42990		AquaticCtr	CmdResale		1,191.29				1,191.29	
						CHECK TOTAL	1,191.29			1,191.29	
10044	Ag Partners Coop	0002		EFT	06/18/2025	1305499					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 42160		P&Tmaint	Chem&Prod		840.00				840.00	
						CHECK TOTAL	840.00			840.00	
10681	Amazon Capital Servic	0000		INV	06/18/2025	17LD-MCLG-NVM6					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 42160		SewerReclm	Chem&Prod		136.60				136.60	
10681	Amazon Capital Servic	0000		INV	06/18/2025	17PP-1RPY-MHVG					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 42010		Police	Supplies		198.00				198.00	
10681	Amazon Capital Servic	0000		INV	06/18/2025	1Y1Q-1CMM-TJRP					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 IndoorPI 42160		IndoorPool	Chem&Prod		362.36				462.31	
	2 IndoorPI 42010		IndoorPool	Supplies		99.95					

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 061025FF 06/10/2025

DUE DATE: 06/10/2025

CASH ACCOUNT: Treasury 10100				Cash							
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10681	Amazon Capital Servic			0000		INV	06/19/2025	1RHJ-J3FX-T1W1			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Library	42190		Library	Books			45.09		
									45.09		
10681	Amazon Capital Servic			0000		INV	06/21/2025	INV4-C3DR-N7XG			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Library	42190		Library	Books			202.55		
									202.55		
10681	Amazon Capital Servic			0000		INV	06/21/2025	1KT4-R4KV-NJYM			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	CC Fac	42410		CC Fac	MinorEquip			73.71		
									73.71		
10681	Amazon Capital Servic			0000		INV	06/21/2025	1NV4-C3DR-NPWW			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Youth	42010		Youth	Supplies			53.20		
									53.20		
10681	Amazon Capital Servic			0000		INV	06/21/2025	1NV4-C3DR-PXGP			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Library	42010		Library	Supplies			122.59		
									122.59		
10681	Amazon Capital Servic			0000		INV	06/21/2025	1HXP-Q91J-KFLH			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	SwrRecl	44040		SewerReclm	MachEqRpr			613.00		
									613.00		
10681	Amazon Capital Servic			0000		INV	06/08/2025	1M4N-MQ6M-6WML 2			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Youth	42010		Youth	Supplies			108.87		
	2	Adult	42010		Adult	Supplies			38.68		
									147.55		
10681	Amazon Capital Servic			0000		INV	06/22/2025	1TVG-F496-XTVJ			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Library	42190		Library	Books			103.88		
									103.88		
10681	Amazon Capital Servic			0000		INV	06/22/2025	1QXF-RQMQ-XNLD			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Library	42190		Library	Books			29.95		
									29.95		

Report generated: 06/05/2025 14:43:01
 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

City of Faribault



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Detail Invoice List

CHECK RUN: 061025FF 06/10/2025

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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	06/25/2025	1JFM-MFK6-3WXR			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Youth 42010			Youth	Supplies		423.07			
								423.07		
10681	Amazon Capital Servic		0000		INV	06/26/2025	1HCC-9XN7-9MLX			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Youth 42010			Youth	Supplies		180.49			
								180.49		
10681	Amazon Capital Servic		0000		INV	06/26/2025	1HYR-KCXH-6KMF			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 PW Fac 42010			PW Fac	Supplies		109.22			
								109.22		
10681	Amazon Capital Servic		0000		INV	06/26/2025	1WJX-CVCP-3YHX			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42190			Library	Books		46.21			
								46.21		
10681	Amazon Capital Servic		0000		INV	06/27/2025	1JM4-41RW-41C1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 IT 42010			IT	Supplies		58.98			
								58.98		
10681	Amazon Capital Servic		0000		INV	06/28/2025	1HYX-46Y9-3GHY			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42190			Library	Books		28.71			
								28.71		
10681	Amazon Capital Servic		0000		INV	06/28/2025	11CK-YRXQ-49QW			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42010			Library	Supplies		23.87			
								23.87		
10681	Amazon Capital Servic		0000		INV	06/29/2025	147Q-11RF-7V4P			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42190			Library	Books		102.28			
								102.28		
10681	Amazon Capital Servic		0000		INV	06/29/2025	1YRP-CD36-CF7P			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42010			Library	Supplies		18.45			
								18.45		

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Detail Invoice List

CHECK RUN: 061025FF 06/10/2025

DUE DATE: 06/10/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10681	Amazon Capital Servic	0000		INV	07/02/2025	1YV1-K97P-3YY4				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 PWAdmin 42010		PW Admin	Supplies		26.94				
							26.94			
10681	Amazon Capital Servic	0000		INV	07/02/2025	1CML-FGD6-7H94				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Youth 42010		Youth	Supplies		55.80				
	2 Adult 42010		Adult	Supplies		24.26				
							80.06			
10681	Amazon Capital Servic	0000		INV	07/02/2025	1H3L-L19Q-7RPC				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 PW Fac 42010		PW Fac	Supplies		73.56				
							73.56			
10681	Amazon Capital Servic	0000		INV	07/02/2025	11PV-MGG3-7XDM				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 42010		SewerReclm	Supplies		35.78				
							35.78			
						CHECK TOTAL	3,396.05			
10686	Ampion PBC	0000		INV	07/01/2025	2025060001898129				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrSign 43810		Sign Sig	Elec Util		34.76				
							34.76			
10686	Ampion PBC	0000		INV	07/01/2025	2025060001897948				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fire Fac 43810		Fire Fac	Elec Util		501.85				
	2 Lib Fac 43810		Lib Fac	Elec Util		1,735.36				
	3 Parks 43810		P&Tmaint	Elec Util		685.84				
	4 PW Fac 43810		PW Fac	Elec Util		0.46				
	5 Soccer 43810		SoccerComp	Elec Util		117.40				
	6 Storm 43810		Storm Wtr	Elec Util		0.01				
	7 StrLight 43810		StrLight	Elec Util		882.62				
	8 StrSign 43810		Sign Sig	Elec Util		382.80				
	9 SwrColl 43810		Sewer Coll	Elec Util		163.56				
	11 Water 43810		Water	Elec Util		3,414.96				
	12 Wshngtn 43810		Wshngtn	Elec Util		298.94				
							8,183.80			
						CHECK TOTAL	8,218.56			

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
11168	Amy May Miller		0000		INV	06/28/2025	052925			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Police 43090	25907	Police	ProfSrv			60.00		
								60.00		
							CHECK TOTAL	60.00		
10245	APG Media of Southern		0000		EFT	06/22/2025	FDN-20401 052325			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Library 42191		Library	PerMagNews			468.20		
								468.20		
10245	APG Media of Southern		0000		EFT	06/26/2025	FDN-54626 reverse			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Library 42191		Library	PerMagNews			-278.20		
								-278.20		
10245	APG Media of Southern		0000		EFT	05/28/2025	FND-54626 corr			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Admin 44330		Admin	DuesSubscr			278.20		
								278.20		
10245	APG Media of Southern		0000		EFT	06/23/2025	1049799			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Airport 43410		Airport	Advertisng			144.38		
								144.38		
							CHECK TOTAL	612.58		
10245	APG Media of Southern		0001		EFT	06/16/2025	1048887			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Council 43510		Council	LegalPubng			68.75		
								68.75		
10245	APG Media of Southern		0001		EFT	06/21/2025	1049672			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Planning 43510		P & Z	LegalPubng			55.00		
								55.00		
10245	APG Media of Southern		0001		EFT	06/23/2025	1049800			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Council 43510		Council	LegalPubng			302.50		
								302.50		

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CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10245	APG Media of Southern	0001		EFT	12/12/2024	1024090				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 HRA 43510		Frblt HRA	LegalPubng		123.75				
							123.75			
						CHECK TOTAL	550.00			
10278	Arrow Electric LLC	0000		EFT	06/30/2025	3299				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrLight 44040		StrLight	MachEqRpr		444.72				
							444.72			
10278	Arrow Electric LLC	0000		EFT	06/30/2025	3298				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrLight 44040		StrLight	MachEqRpr		1,342.08				
							1,342.08			
10278	Arrow Electric LLC	0000		EFT	07/01/2025	3297				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 LibDon 45200		LibDon	BldgImprov		962.68				
							962.68			
10278	Arrow Electric LLC	0000		EFT	07/01/2025	3296				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Airport 44010		Airport	Bldg Maint		617.53				
							617.53			
10278	Arrow Electric LLC	0000		EFT	07/01/2025	3295				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Wshngtn 44010		Wshngtn	Bldg Maint		87.23				
							87.23			
10278	Arrow Electric LLC	0000		EFT	07/01/2025	3294				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrLight 43090		StrLight	ProfSrv		160.00				
							160.00			
10278	Arrow Electric LLC	0000		EFT	07/01/2025	3311				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Lib Fac 44010		Lib Fac	Bldg Maint		11,990.00				
							11,990.00			
10278	Arrow Electric LLC	0000	61	EFT	06/29/2025	3312				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 PF Govt 44050		PF Govt	EOMaint		6,540.00				
							6,540.00			

City of Faribault



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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							CHECK TOTAL	22,144.24		
10315	Aspen Mills		0000		INV	06/26/2025	354911			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42180			Police	Uniforms			850.00		
								850.00		
10315	Aspen Mills		0000		INV	06/26/2025	354912			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42180			Police	Uniforms			1,247.89		
								1,247.89		
							CHECK TOTAL	2,097.89		
10316	Auto Value Parts Stor		0000		EFT	06/14/2025	48218802			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42210			P&Tmaint	VehEqParts			415.96		
								415.96		
10316	Auto Value Parts Stor		0000		EFT	06/15/2025	48218827			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 42010			Water	Supplies			28.98		
								28.98		
10316	Auto Value Parts Stor		0000		EFT	06/18/2025	48218848			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42210			StrMaint	VehEqParts			25.68		
								25.68		
10316	Auto Value Parts Stor		0000		EFT	06/22/2025	48218981			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42210			Police	VehEqParts			20.75		
								20.75		
10316	Auto Value Parts Stor		0000		EFT	06/20/2025	48218934			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 EqMaint 42010			EqMaint	Supplies			4.99		
								4.99		
10316	Auto Value Parts Stor		0000		EFT	06/12/2025	48218733			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Engineer 42210			Engineer	VehEqParts			149.99		
								149.99		

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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	06/22/2025	48218983				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Airport 44040		Airport	MachEqRpr		137.99				137.99
10316	Auto Value Parts Stor	0000		EFT	06/20/2025	48218907				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42210		StrMaint	VehEqParts		33.98				33.98
10316	Auto Value Parts Stor	0000		EFT	06/13/2025	48218774				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrColl 42210		Sewer Coll	VehEqParts		17.95				17.95
10316	Auto Value Parts Stor	0000		EFT	06/12/2025	48218739				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 42010		EqMaint	Supplies		26.97				26.97
10316	Auto Value Parts Stor	0000		EFT	06/28/2025	48219104				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Police 42210		Police	VehEqParts		50.16				50.16
10316	Auto Value Parts Stor	0000		EFT	06/29/2025	48219137				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42010		P&Tmaint	Supplies		8.99				8.99
10316	Auto Value Parts Stor	0000		EFT	06/28/2025	48219118				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42210		StrMaint	VehEqParts		56.46				
	2 EqMaint 42210		EqMaint	VehEqParts		14.11				
	3 Water 42210		Water	VehEqParts		21.17				
	4 SwrColl 42210		Sewer Coll	VehEqParts		21.17				
	5 Parks 42210		P&Tmaint	VehEqParts		28.23				
							141.14			
						CHECK TOTAL	1,063.53			
10332	Baker & Taylor Entert	0000		INV	06/18/2025	2039081867				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		359.44				359.44

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CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10332	Baker & Taylor Entert	0000		INV	06/15/2025	2039079593				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		401.90				
							401.90			
10332	Baker & Taylor Entert	0000		INV	06/22/2025	2039093729				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		27.19				
							27.19			
10332	Baker & Taylor Entert	0000		INV	06/22/2025	2039093730				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		179.92				
							179.92			
10332	Baker & Taylor Entert	0000		INV	06/22/2025	2039093731				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		105.56				
							105.56			
10332	Baker & Taylor Entert	0000		INV	06/22/2025	2039092558				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		318.41				
							318.41			
10332	Baker & Taylor Entert	0000		INV	06/20/2025	2039086673				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		89.49				
							89.49			
						CHECK TOTAL	1,481.91			
11135	Barr Engineering Co	0000	51	EFT	06/22/2025	23661050.00 - 4				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Storm 45300		Storm Wtr	Impr Other		11,315.50				
							11,315.50			
						CHECK TOTAL	11,315.50			
10342	Ryan Bauer	0000		INV	06/20/2025	5747				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CC Fac 44010		CC Fac	Bldg Maint		509.07				
							509.07			

City of Faribault



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CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10342	Ryan Bauer	0000		INV	06/20/2025	5746				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Pol Fac 44010		Pol Fac	Bldg Maint		146.19				146.19
10342	Ryan Bauer	0000		INV	06/20/2025	5745				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Pol Fac 44010		Pol Fac	Bldg Maint		233.14				233.14
10342	Ryan Bauer	0000		INV	06/20/2025	5744				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 44010		P&Tmaint	Bldg Maint		552.99				552.99
10342	Ryan Bauer	0000		INV	06/20/2025	5743				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 44010		P&Tmaint	Bldg Maint		217.05				217.05
	CHECK TOTAL						1,658.44			
10335	BCM Construction Inc	0000	44	EFT	06/30/2025	Pay Request 3				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 PrkInd 45200		Prk Dedic	BldgImprov		190,115.90				190,115.90
	CHECK TOTAL						190,115.90			
10702	Burmeister Mark	0000		INV	05/18/2025	20250626Concert				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Adult 43090		Adult	ProfSrv		350.00				350.00
	CHECK TOTAL						350.00			
10097	Canon Financial Servi	0000		INV	06/11/2025	40719404				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CodeInsp 44160		Code/Insp	Rents		167.08				167.08
	CHECK TOTAL						167.08			

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CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10364	Cemstone Products Co	0000		INV	06/15/2025	7750976				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 44050		P&Tmaint	EOMaint		651.50				
							651.50			
						CHECK TOTAL	651.50			
10260	Cengage Learning Inc	0000		INV	06/26/2025	999100481786				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		30.78				
							30.78			
10260	Cengage Learning Inc	0000		INV	06/26/2025	999100481785				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		40.98				
							40.98			
						CHECK TOTAL	71.76			
10353	Chadderdon Lumber	0000		INV	06/21/2025	214966				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42010		P&Tmaint	Supplies		104.99				
							104.99			
						CHECK TOTAL	104.99			
10354	Cintas Corporation	0000		EFT	06/22/2025	4231540015				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 44060		EqMaint	Lndry Srv		9.55				
	2 StrMaint 44060		StrMaint	Lndry Srv		31.22				
							40.77			
10354	Cintas Corporation	0000		EFT	06/22/2025	4231539999				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 44060		P&Tmaint	Lndry Srv		36.55				
							36.55			
10354	Cintas Corporation	0000		EFT	06/22/2025	4231539908				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 44060		EqMaint	Lndry Srv		24.40				
							24.40			

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CASH ACCOUNT: Treasury 10100				Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10354	Cintas Corporation		0000		EFT	06/22/2025	4231539973				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 Storm	44060		Storm Wtr	Lndry Svc			5.45			
	2 SwrColl	44060		Sewer Coll	Lndry Svc			12.64			
	3 Water	44060		Water	Lndry Svc			28.56			
								46.65			
10354	Cintas Corporation		0000		EFT	06/22/2025	4231540185				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 SwrRecl	44060		SewerReclm	Lndry Svc			44.87			
								44.87			
10354	Cintas Corporation		0000		EFT	06/22/2025	4231540100				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 SwrColl	44060		Sewer Coll	Lndry Svc			48.44			
								48.44			
10354	Cintas Corporation		0000		EFT	06/29/2025	4232274113				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 EqMaint	44060		EqMaint	Lndry Svc			24.40			
	2 PW Fac	42010		PW Fac	Supplies			61.64			
								86.04			
10354	Cintas Corporation		0000		EFT	06/29/2025	4232274103				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 Parks	44060		P&Tmaint	Lndry Svc			36.55			
								36.55			
10354	Cintas Corporation		0000		EFT	06/29/2025	4232274172				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 Storm	44060		Storm Wtr	Lndry Svc			5.45			
	2 SwrColl	44060		Sewer Coll	Lndry Svc			12.64			
	3 Water	44060		Water	Lndry Svc			28.56			
								46.65			
10354	Cintas Corporation		0000		EFT	06/29/2025	4232274326				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 SwrRecl	44060		SewerReclm	Lndry Svc			44.87			
								44.87			
10354	Cintas Corporation		0000		EFT	06/29/2025	4232274289				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 SwrRecl	44060		SewerReclm	Lndry Svc			6.43			
								6.43			

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10354	Cintas Corporation		0000		EFT	06/29/2025	4232274090			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	EqMaint 44060		EqMaint	Lndry Srvc			9.55		
	2	StrMaint 44060		StrMaint	Lndry Srvc			31.22		
								40.77		
							CHECK TOTAL	502.99		
10372	Clean Plus Inc		0000		INV	06/19/2025	2505103			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Police 42010		Police	Supplies			214.65		
								214.65		
							CHECK TOTAL	214.65		
10357	Community Co-op Oil A		0000		INV	06/06/2025	157831			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Parks 44040		P&Tmaint	MachEqRpr			33.00		
								33.00		
10357	Community Co-op Oil A		0000		INV	06/06/2025	157833			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Parks 44040		P&Tmaint	MachEqRpr			26.00		
								26.00		
10357	Community Co-op Oil A		0000		INV	06/25/2025	4412			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Fire 42120		Fire	Motor Fuel			23.00		
								23.00		
10357	Community Co-op Oil A		0000		INV	06/22/2025	567			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Storm 42120		Storm Wtr	Motor Fuel			20.00		
								20.00		
10357	Community Co-op Oil A		0000		INV	06/20/2025	158098			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	SwrRecl 44040		SewerReclm	MachEqRpr			70.00		
								70.00		
10357	Community Co-op Oil A		0000		INV	06/27/2025	42410			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	StrMaint 42120		StrMaint	Motor Fuel			31.00		
								31.00		

City of Faribault



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Detail Invoice List

CHECK RUN: 061025FF 06/10/2025

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CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10357	Community Co-op Oil A	0000		INV	06/26/2025	158168				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 44040		P&Tmaint	MachEqRpr		15.00				
							15.00			
						CHECK TOTAL	218.00			
10721	Consolidated Communic	0000		INV	06/21/2025	0152225				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 43250		Water	Other Comm		64.98				
							64.98			
						CHECK TOTAL	64.98			
10358	Continental Research	0000		EFT	06/22/2025	0063416				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42010		P&Tmaint	Supplies		1,085.72				
							1,085.72			
						CHECK TOTAL	1,085.72			
10723	Core & Main LP	0000		INV	06/28/2025	X055797				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 42010		Water	Supplies		4,802.46				
							4,802.46			
10723	Core & Main LP	0000		INV	06/29/2025	X067695				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 42010		Water	Supplies		3,923.37				
							3,923.37			
						CHECK TOTAL	8,725.83			
10359	Crane Creek Asphalt	0000		EFT	06/26/2025	4800010776				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 42240		Water	StMaintMat		3,267.50				
							3,267.50			
10359	Crane Creek Asphalt	0000		EFT	06/30/2025	4800010795				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 42240		Water	StMaintMat		1,889.21				
							1,889.21			
						CHECK TOTAL	5,156.71			

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CHECK RUN: 061025FF 06/10/2025

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CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10054	Creative Co-Op	0000		INV	06/28/2025	052925					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Aquatic 42010		AquaticCtr	Supplies		360.00					
							360.00				
						CHECK TOTAL	360.00				
10361	Culligan	0000		EFT	04/30/2025	119X01241905					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 42010		Police	Supplies		-7.09					
							-7.09				
10361	Culligan	0000		EFT	06/30/2025	119X01253306					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CC Fac 44160		CC Fac	Rents		45.50					
							45.50				
10361	Culligan	0000		EFT	06/30/2025	119X01256804					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Pol Fac 44010		Pol Fac	Bldg Maint		162.00					
	2 Police 42010		Police	Supplies		161.25					
							323.25				
						CHECK TOTAL	361.66				
10051	D&S Banner Sign & Pri	0000		INV	06/27/2025	9832					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 42010 25907		Police	Supplies		128.85					
							128.85				
						CHECK TOTAL	128.85				
10160	Dakota Supply Group	0000		EFT	06/14/2025	S104662070.002					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42010		Water	Supplies		42.10					
							42.10				
10160	Dakota Supply Group	0000		EFT	06/18/2025	S104693316.001					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42010		Water	Supplies		1,512.51					
							1,512.51				
10160	Dakota Supply Group	0000		EFT	06/19/2025	S104718274.001					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42010		Water	Supplies		1,387.91					

City of Faribault



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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10160	Dakota Supply Group		0000		EFT	06/27/2025	S104738952.001	1,387.91		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 42010		Water	Supplies			386.63			
								386.63		
10160	Dakota Supply Group		0000		EFT	07/02/2025	S104673936.001			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 44050		SewerReclm	EOMaint			4,870.29			
								4,870.29		
							CHECK TOTAL	8,199.44		
10387	Donahues		0000		EFT	06/28/2025	340201/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42250		P&Tmaint	PlantMat			648.18			
								648.18		
							CHECK TOTAL	648.18		
10383	Donohue & Associates		0000	67	INV	06/07/2025	14465-10			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 43090		SewerReclm	ProfSrv			15,222.40			
								15,222.40		
							CHECK TOTAL	15,222.40		
10275	E O Johnson Company I		0000		EFT	06/18/2025	39243276			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 44160		Library	Rents			441.37			
								441.37		
							CHECK TOTAL	441.37		
10396	Emergency Apparatus M		0000		INV	06/27/2025	136459			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire 42210		Fire	VehEqParts			941.17			
								941.17		
							CHECK TOTAL	941.17		
10095	Marjorie A Evans-de-C		0000		EFT	06/24/2025	052525			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 LibDon 43090		LibDon	ProfSrv			117.40			

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CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							117.40		
						CHECK TOTAL	117.40		
10033	Falkstone LLC	0000	35	EFT	06/16/2025	10829			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 StrMaint 42240		StrMaint	StMaintMat			538.48		
							538.48		
10033	Falkstone LLC	0000	35	EFT	06/16/2025	10859			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 StrMaint 42240		StrMaint	StMaintMat			256.01		
							256.01		
10033	Falkstone LLC	0000	35	EFT	06/23/2025	10899			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 StrMaint 42240		StrMaint	StMaintMat			7,519.24		
							7,519.24		
						CHECK TOTAL	8,313.73		
11169	Family Tree Outdoor S	0002		INV	07/02/2025	11402			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Water 44050		Water	EOMaint			2,550.00		
							2,550.00		
						CHECK TOTAL	2,550.00		
10749	Fareway Stores Inc #1	0000		INV	06/26/2025	00202047			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 CH Fac 42010		CH Maint	Supplies			58.12		
							58.12		
10749	Fareway Stores Inc #1	0000		INV	06/27/2025	00202261			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Police 44370		Police	Misc Chrgs			14.99		
							14.99		
10749	Fareway Stores Inc #1	0000		INV	06/28/2025	00226905			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Police 42010 25907		Police	Supplies			24.90		
							24.90		
10749	Fareway Stores Inc #1	0000		INV	07/04/2025	00063268			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 HR 44382		HR	EmpProgram			320.36		

City of Faribault



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Detail Invoice List

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
								320.36		
10749	Fareway Stores Inc #1		0000		INV	07/04/2025	00075357			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 HR 44382		HR	EmpProgram				42.56		
								42.56		
							CHECK TOTAL	460.93		
10410	Faribault Ace Hardwar		0000		INV	06/15/2025	505812/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire 42010		Fire	Supplies				12.59		
								12.59		
10410	Faribault Ace Hardwar		0000		INV	06/19/2025	505938/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42410		P&Tmaint	MinorEquip				17.99		
								17.99		
10410	Faribault Ace Hardwar		0000		INV	06/19/2025	505935/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010		P&Tmaint	Supplies				1.42		
								1.42		
10410	Faribault Ace Hardwar		0000		INV	06/19/2025	505914/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010		P&Tmaint	Supplies				99.96		
								99.96		
10410	Faribault Ace Hardwar		0000		INV	06/21/2025	506054/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42010		Police	Supplies				16.19		
								16.19		
10410	Faribault Ace Hardwar		0000		INV	06/22/2025	506090/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Engineer 42010		Engineer	Supplies				28.77		
								28.77		
10410	Faribault Ace Hardwar		0000		INV	06/22/2025	506112/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010		P&Tmaint	Supplies				7.19		
								7.19		
10410	Faribault Ace Hardwar		0000		INV	06/27/2025	506240/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42010		SewerReclm	Supplies				54.85		

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City of Faribault



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Detail Invoice List

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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	06/29/2025	506359/1	54.85		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies			3.00		
								3.00		
10410	Faribault Ace Hardwar		0000		INV	06/29/2025	506387/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies			11.92		
								11.92		
10410	Faribault Ace Hardwar		0000		INV	07/02/2025	506437/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies			52.17		
								52.17		
10410	Faribault Ace Hardwar		0000		INV	07/03/2025	506515/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Admin 42010			CC Admin	Supplies			81.19		
								81.19		
10410	Faribault Ace Hardwar		0000		INV	07/03/2025	506481/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42010			SewerReclm	Supplies			73.22		
								73.22		
							CHECK TOTAL	460.46		
10075	Faribault Fleet Suppl		0000		EFT	05/31/2025	067740			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42010			SewerReclm	Supplies			57.98		
								57.98		
10075	Faribault Fleet Suppl		0000		EFT	06/19/2025	068389			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic 42010			AquaticCtr	Supplies			103.93		
								103.93		
10075	Faribault Fleet Suppl		0000		EFT	05/31/2025	067750			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies			28.75		
								28.75		
10075	Faribault Fleet Suppl		0000		EFT	06/20/2025	068428			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42210			StrMaint	VehEqParts			4.39		

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
								4.39		
10075	Faribault Fleet Suppl		0000		EFT	05/31/2025	067751			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies			59.99		
								59.99		
10075	Faribault Fleet Suppl		0000		EFT	06/20/2025	068456			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42410			P&Tmaint	MinorEquip			59.98		
								59.98		
10075	Faribault Fleet Suppl		0000		EFT	06/11/2025	068095			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies			79.96		
								79.96		
10075	Faribault Fleet Suppl		0000		EFT	06/27/2025	068617			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42010			SewerReclm	Supplies			64.22		
								64.22		
10075	Faribault Fleet Suppl		0000		EFT	05/31/2025	067762			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrSign 42010			Sign Sig	Supplies			24.17		
								24.17		
10075	Faribault Fleet Suppl		0000		EFT	06/21/2025	068470			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42210			StrMaint	VehEqParts			6.36		
								6.36		
10075	Faribault Fleet Suppl		0000		EFT	06/12/2025	068146			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 EqMaint 42010			EqMaint	Supplies			3.99		
								3.99		
10075	Faribault Fleet Suppl		0000		EFT	06/28/2025	068647			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42160			SewerReclm	Chem&Prod			90.98		
								90.98		
10075	Faribault Fleet Suppl		0000		EFT	06/01/2025	067781			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42250			P&Tmaint	PlantMat			17.22		
								17.22		

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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	06/21/2025	068489			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Parks	42010		P&Tmaint	Supplies			162.98		
									162.98		
10075	Faribault Fleet Suppl			0000		EFT	05/31/2025	067727			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Parks	42010		P&Tmaint	Supplies			20.70		
									20.70		
10075	Faribault Fleet Suppl			0000		EFT	06/13/2025	068174			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Water	42010		Water	Supplies			198.13		
									198.13		
10075	Faribault Fleet Suppl			0000		EFT	06/29/2025	068689			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Parks	42010		P&Tmaint	Supplies			63.61		
									63.61		
10075	Faribault Fleet Suppl			0000		EFT	06/27/2025	068605			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	StrMaint	42010		StrMaint	Supplies			5.16		
									5.16		
10075	Faribault Fleet Suppl			0000		EFT	06/01/2025	067800			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Parks	42010		P&Tmaint	Supplies			79.96		
									79.96		
10075	Faribault Fleet Suppl			0000		EFT	05/08/2025	066998			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	StrMaint	42210		StrMaint	VehEqParts			3.16		
									3.16		
10075	Faribault Fleet Suppl			0000		EFT	05/09/2025	067026			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	StrMaint	42010		StrMaint	Supplies			8.76		
									8.76		
10075	Faribault Fleet Suppl			0000		EFT	05/29/2025	067680			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	StrMaint	42240		StrMaint	StMaintMat			219.99		
									219.99		

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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	05/01/2025	066804			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	StrMaint	42010		StrMaint	Supplies			128.86		
									128.86		
10075	Faribault Fleet Suppl			0000		EFT	05/02/2025	066850			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	StrMaint	42210		StrMaint	VehEqParts			6.78		
									6.78		
10075	Faribault Fleet Suppl			0000		EFT	05/07/2025	066968			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	StrMaint	42010		StrMaint	Supplies			60.57		
									60.57		
10075	Faribault Fleet Suppl			0000		EFT	05/18/2025	067365			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	StrSign	42010		Sign Sig	Supplies			17.99		
									17.99		
								CHECK TOTAL	1,578.57		
10416	Faribo Air Conditioni			0000		EFT	05/22/2025	22443			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Water	44010		Water	Bldg Maint			1,848.00		
									1,848.00		
								CHECK TOTAL	1,848.00		
10418	Fastenal Company			0000		EFT	06/20/2025	MNDUN135532			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	SwrRecl	44040		SewerReclm	MachEqRpr			57.50		
									57.50		
								CHECK TOTAL	57.50		
10421	Fette Electronics Inc			0000		EFT	05/14/2025	11355			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	CC Fac	44010		CC Fac	Bldg Maint			124.00		
									124.00		
10421	Fette Electronics Inc			0000		EFT	06/27/2025	11455			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Aquatic	43090		AquaticCtr	ProfSrv			240.00		
									240.00		

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CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
						CHECK TOTAL	364.00			
10163	Kevin Filan	0000		EFT	06/19/2025	14817				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 43090		P&Tmaint	ProfSrv			225.00			
										225.00
10163	Kevin Filan	0000		EFT	06/19/2025	14723				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 44050		P&Tmaint	EOMaint			775.00			
										775.00
						CHECK TOTAL	1,000.00			
10426	Fire Safety USA Inc	0000		INV	06/18/2025	201586				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fire 42010		Fire	Supplies			344.90			
										344.90
						CHECK TOTAL	344.90			
11043	Foth & Van Dyke LLC	0000	68	INV	06/12/2025	96751				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Airport 43090		Airport	ProfSrv			65,700.00			
										65,700.00
11043	Foth & Van Dyke LLC	0000	68	INV	06/12/2025	96750				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Airport 43090		Airport	ProfSrv			4,175.00			
										4,175.00
						CHECK TOTAL	69,875.00			
10774	Gailey Raymond A	0000		INV	06/25/2025	052625				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Adult 43090		Adult	ProfSrv			455.00			
										455.00
						CHECK TOTAL	455.00			
11127	Genuine Parts Company	0000		CRM	05/05/2025	006090				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 42010		EqMaint	Supplies			-40.84			
										-40.84

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CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
11127	Genuine Parts Company	0000		INV	06/21/2025	007772				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42210		StrMaint	VehEqParts			29.98			
							29.98			
11127	Genuine Parts Company	0000		INV	06/21/2025	007773				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Police 42210		Police	VehEqParts			22.38			
							22.38			
11127	Genuine Parts Company	0000		INV	06/21/2025	007830				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fire 42210		Fire	VehEqParts			43.44			
							43.44			
11127	Genuine Parts Company	0000		INV	06/27/2025	008268				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fire 42210		Fire	VehEqParts			79.22			
							79.22			
11127	Genuine Parts Company	0000		INV	06/26/2025	008114				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42210		StrMaint	VehEqParts			17.49			
							17.49			
11127	Genuine Parts Company	0000		INV	06/27/2025	008315				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fire 42210		Fire	VehEqParts			116.82			
							116.82			
11127	Genuine Parts Company	0000		INV	07/02/2025	008738				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42210		StrMaint	VehEqParts			142.17			
							142.17			
11127	Genuine Parts Company	0000		INV	07/03/2025	008844				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrColl 42210		Sewer Coll	VehEqParts			12.17			
							12.17			
						CHECK TOTAL	422.83			
10777	Glenn's Service LLC	0000		INV	06/25/2025	71296				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Police 43090		Police	ProfSrv			92.86			
							92.86			

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 061025FF 06/10/2025

DUE DATE: 06/10/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10777	Glenn's Service LLC	0000		INV	06/17/2025	44674					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 43090		Police	ProfSrv		92.86					
							92.86				
						CHECK TOTAL	185.72				
10439	Grainger Inc	0000		EFT	06/07/2025	9499547033					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CC Fac 42010		CC Fac	Supplies		317.09					
							317.09				
10439	Grainger Inc	0000		EFT	06/14/2025	9507335900					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Aquatic 42010		AquaticCtr	Supplies		152.47					
							152.47				
10439	Grainger Inc	0000		EFT	06/29/2025	9524039097					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CH Fac 42010		CH Maint	Supplies		67.08					
							67.08				
						CHECK TOTAL	536.64				
10784	Gustafson Jay	0000		EFT	06/14/2025	051525					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Youth 43090		Youth	ProfSrv		300.00					
							300.00				
						CHECK TOTAL	300.00				
10786	Hagen Christensen & M	0000	39	EFT	06/04/2025	2342.02-9					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 PrkInd 45200		Prk Dedica	BldgImprov		7,165.02					
							7,165.02				
						CHECK TOTAL	7,165.02				
10449	Hawkins Inc	0000		EFT	06/21/2025	7076220					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42160		Water	Chem&Prod		6,416.42					
							6,416.42				

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 061025FF 06/10/2025

DUE DATE: 06/10/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10449	Hawkins Inc	0000		EFT	06/27/2025	7081060					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 42160		SewerReclm	Chem&Prod		10,528.30					
							10,528.30				
10449	Hawkins Inc	0000		EFT	06/29/2025	7084819					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42160		Water	Chem&Prod		2,366.00					
							2,366.00				
10449	Hawkins Inc	0000		EFT	07/02/2025	7085278					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42160		Water	Chem&Prod		5,911.24					
							5,911.24				
						CHECK TOTAL	25,221.96				
10993	Teladoc Health Inc	0000		INV	07/01/2025	2025063376260					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Treasury 21707		Treasury	MedicalPay		970.00					
							970.00				
						CHECK TOTAL	970.00				
10452	Heiman Fire Equipment	0000		EFT	06/14/2025	0942535-IN					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fire 42410		Fire	MinorEquip		563.09					
							563.09				
						CHECK TOTAL	563.09				
10460	Helen M Nagel Inc	0000		INV	06/26/2025	5-27-25					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42240		Water	StMaintMat		125.00					
							125.00				
10460	Helen M Nagel Inc	0000		INV	06/20/2025	5-21-25					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42240		Water	StMaintMat		125.00					
							125.00				
10460	Helen M Nagel Inc	0000		INV	06/13/2025	051425					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42240		Water	StMaintMat		125.00					
							125.00				

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 061025FF 06/10/2025

DUE DATE: 06/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							CHECK TOTAL	375.00		
10792	Hildebrandt Michael		0000		INV	05/18/2025	20250619Concert			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Adult 43090			Adult	ProfSrv		800.00			
							CHECK TOTAL	800.00		
10454	Hillyard Hutchinson		0000		INV	05/10/2025	605792763			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies		175.58			
								175.58		
10454	Hillyard Hutchinson		0000		INV	06/26/2025	605836018			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CH Fac 42010			CH Maint	Supplies		420.13			
								420.13		
10454	Hillyard Hutchinson		0000		INV	06/29/2025	700657180			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Pol Fac 44010			Pol Fac	Bldg Maint		633.34			
								633.34		
							CHECK TOTAL	1,229.05		
10455	Hy-Vee - Accounts Rec		0000		INV	07/04/2025	00111770406250040000			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 HR 44382			HR	EmpProgram		19.26			
								19.26		
							CHECK TOTAL	19.26		
10467	IFACS		0000		INV	06/19/2025	5359892			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42210			StrMaint	VehEqParts		14.99			
								14.99		
							CHECK TOTAL	14.99		
10188	Imperial Supplies Hol		0000		EFT	06/18/2025	4379986			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Fac 42010			CC Fac	Supplies		95.51			
								95.51		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 061025FF 06/10/2025

DUE DATE: 06/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							CHECK TOTAL	95.51		
10115	In Control Inc		0000		EFT	05/30/2025	S-INV02528			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 43095			Water	SoftwrSupp		2,121.25			
								2,121.25		
							CHECK TOTAL	2,121.25		
10472	Innovative Office Sol		0000		EFT	06/21/2025	IN4844819			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42010			Police	Supplies		9.76			
								9.76		
10472	Innovative Office Sol		0000		EFT	06/21/2025	IN4845056			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 PW Fac 42010			PW Fac	Supplies		116.63			
								116.63		
10472	Innovative Office Sol		0000		EFT	06/27/2025	IN4848082			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42010			Police	Supplies		18.25			
								18.25		
10472	Innovative Office Sol		0000		EFT	06/29/2025	IN4849892			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Admin 42010			Admin	Supplies		22.39			
								22.39		
10472	Innovative Office Sol		0000		EFT	07/02/2025	IN4851393			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42010			Library	Supplies		8.00			
								8.00		
							CHECK TOTAL	175.03		
10476	Institute for Environ		0000		INV	06/13/2025	00057876			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrImp 45300			Street Imp	Impr Other		3,982.00			
								3,982.00		
							CHECK TOTAL	3,982.00		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 061025FF 06/10/2025

DUE DATE: 06/10/2025

CASH ACCOUNT: Treasury 10100			Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10473	Insty-Prints		0000		EFT	06/21/2025	165347				
ACCOUNT DETAIL							LINE AMOUNT				
1	PWAdmin	42010		PW Admin	Supplies			171.47			
2	Engineer	42010		Engineer	Supplies			171.46			
								342.93			
10473	Insty-Prints		0000		EFT	05/31/2025	165141				
ACCOUNT DETAIL							LINE AMOUNT				
1	Council	42010		Council	Supplies			52.25			
2	Council	42010		Council	Supplies			52.25			
3	Council	42010		Council	Supplies			52.25			
4	Fin	42010		Finance	Supplies			52.25			
								209.00			
CHECK TOTAL								551.93			
11005	Kanopy Inc		0000		INV	06/30/2025	454858				
ACCOUNT DETAIL							LINE AMOUNT				
1	Library	43096		Library	OnLineRes			127.00			
								127.00			
CHECK TOTAL								127.00			
10479	Deborah K Kasper		0000		EFT	07/01/2025	060125				
ACCOUNT DETAIL							LINE AMOUNT				
1	Police	43090	25907	Police	ProfSrv			165.00			
								165.00			
CHECK TOTAL								165.00			
10481	Kennedy & Graven Char		0000		EFT	06/11/2025	187677				
ACCOUNT DETAIL							LINE AMOUNT				
1	Water	43040		Water	LegalCivil			46.00			
2	SwrRecl	43040		SewerReclm	LegalCivil			19.50			
3	Legal	43040		Legal	LegalCivil			9,385.80			
4	101	22000		General	Deposits			2,375.40			
5	CodeInsp	43040		Code/Insp	LegalCivil			1,208.50			
6	EDA	43040		EDA	LegalCivil			84.60			
7	HR	43040		HR	LegalCivil			1,562.00			
								14,681.80			
CHECK TOTAL								14,681.80			

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 061025FF 06/10/2025

DUE DATE: 06/10/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
11154	Kevin Fisher	0000		EFT	06/12/2025	051325					
ACCOUNT DETAIL						LINE AMOUNT					
1	Police 43310		Police	Travel Exp		80.00					
						CHECK TOTAL	80.00				
							80.00				
10274	Keystone Interpreting	0000		EFT	07/03/2025	1212-00031					
ACCOUNT DETAIL						LINE AMOUNT					
1	Council 43090		Council	ProfSrv		237.50					
						CHECK TOTAL	237.50				
							237.50				
10301	Kielmeyer Constructio	0000		EFT	04/02/2025	3941					
ACCOUNT DETAIL						LINE AMOUNT					
1	StrMaint 42240		StrMaint	StMaintMat		1,435.14					
2	Water 42240		Water	StMaintMat		1,258.32					
						CHECK TOTAL	2,693.46				
							2,693.46				
10482	Kline Distributing LL	0000		EFT	06/29/2025	36168					
ACCOUNT DETAIL						LINE AMOUNT					
1	Aquatic 42990		AquaticCtr	CmdResale		4,725.67					
						CHECK TOTAL	4,725.67				
							4,725.67				
11067	League of Minnesota C	0000		INV	05/16/2025	428648					
ACCOUNT DETAIL						LINE AMOUNT					
1	Admin 43140		Admin	Train&Ed		850.00					
2	Council 43140		Council	Train&Ed		425.00					
						CHECK TOTAL	1,275.00				
							1,275.00				
10099	Loffler Companies Inc	0000		INV	07/02/2025	5039951					
ACCOUNT DETAIL						LINE AMOUNT					
1	StrMaint 44160		StrMaint	Rents		79.06					
2	Water 44160		Water	Rents		8.23					
3	SwrColl 44160		Sewer Coll	Rents		8.23					
4	Storm 44160		Storm Wtr	Rents		1.16					

Report generated: 06/05/2025 14:43:01
 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 061025FF 06/10/2025

DUE DATE: 06/10/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10099 Loffler Companies Inc	0000		INV	07/02/2025	5039949	96.68				
ACCOUNT DETAIL					LINE AMOUNT					
1 CH Fac 44160		CH Maint	Rents			53.45				
10099 Loffler Companies Inc	0000		INV	07/02/2025	5039948	53.45				
ACCOUNT DETAIL					LINE AMOUNT					
1 CH Fac 44160		CH Maint	Rents			109.80				
10099 Loffler Companies Inc	0000		INV	07/02/2025	5039950	109.80				
ACCOUNT DETAIL					LINE AMOUNT					
1 Police 44160		Police	Rents			135.39				
					CHECK TOTAL	395.32				
10043 Lube-Tech & Partners	0000		INV	06/20/2025	3814607					
ACCOUNT DETAIL					LINE AMOUNT					
1 StrMaint 42120		StrMaint	Motor Fuel			55.66				
2 EqMaint 42120		EqMaint	Motor Fuel			13.92				
3 Water 42120		Water	Motor Fuel			20.87				
4 SwrColl 42120		Sewer Coll	Motor Fuel			20.87				
5 Parks 42120		P&Tmaint	Motor Fuel			27.83				
					CHECK TOTAL	139.15				
10140 MacQueen Equipment LL	0000		EFT	06/22/2025	W16349					
ACCOUNT DETAIL					LINE AMOUNT					
1 StrMaint 43090		StrMaint	ProfSrv			1,078.01				
					CHECK TOTAL	1,078.01				
10506 Matejcek Implement Co	0000		EFT	06/21/2025	IB41794					
ACCOUNT DETAIL					LINE AMOUNT					
1 StrMaint 42210		StrMaint	VehEqParts			132.73				
					CHECK TOTAL	132.73				

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 061025FF 06/10/2025

DUE DATE: 06/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10845	Metronet Holdings LLC		0002		EFT	06/23/2025	1685102-June25			
ACCOUNT DETAIL							LINE AMOUNT			
1	Admin	43250		Admin	Other Comm			39.89		
2	Airport	43250		Airport	Other Comm			205.93		
3	Aquatic	43250		AquaticCtr	Other Comm			554.06		
4	CC Admin	43250		CC Admin	Other Comm			450.96		
5	CEDAdmin	43250		CED Admin	Other Comm			530.18		
6	CH Fac	43250		CH Maint	Other Comm			623.78		
7	Council	43250		Council	Other Comm			19.95		
8	Engineer	43250		Engineer	Other Comm			213.81		
9	EqMaint	43250		EqMaint	Other Comm			115.15		
10	Fin	43250		Finance	Other Comm			119.68		
11	Fire	43250		Fire	Other Comm			288.13		
12	CodeInsp	43250		Code/Insp	Other Comm			59.83		
13	HR	43250		HR	Other Comm			69.24		
14	IT	43250		IT	Other Comm			692.58		
15	Library	43250		Library	Other Comm			601.69		
16	Parks	43250		P&Tmaint	Other Comm			59.83		
17	Planning	43250		P & Z	Other Comm			39.89		
19	Police	43250		Police	Other Comm			1,889.63		
20	PWAdmin	43250		PW Admin	Other Comm			295.13		
21	Storm	43250		Storm Wtr	Other Comm			19.95		
22	StrMaint	43250		StrMaint	Other Comm			157.34		
23	SwrColl	43250		Sewer Coll	Other Comm			49.31		
24	SwrRecl	43250		SewerReclm	Other Comm			354.60		
25	Water	43250		Water	Other Comm			699.01		
26	Wshngtn	43250		Wshngtn	Other Comm			251.24		
							CHECK TOTAL	8,400.79		
								8,400.79		
10543	Midwest Tape LLC		0000		EFT	06/15/2025	507185106			
ACCOUNT DETAIL							LINE AMOUNT			
1	Library	42192		Library	Audio Vis			31.99		
								31.99		
10543	Midwest Tape LLC		0000		EFT	06/15/2025	507185105			
ACCOUNT DETAIL							LINE AMOUNT			
1	Library	42192		Library	Audio Vis			15.19		
								15.19		

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 061025FF 06/10/2025

DUE DATE: 06/10/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10543	Midwest Tape LLC	0000		EFT	06/15/2025	507185101				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42192		Library	Audio Vis		75.87				
							75.87			
10543	Midwest Tape LLC	0000		EFT	06/15/2025	507185103				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42192		Library	Audio Vis		39.99				
							39.99			
10543	Midwest Tape LLC	0000		EFT	06/15/2025	507185104				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42192		Library	Audio Vis		111.98				
							111.98			
10543	Midwest Tape LLC	0000		EFT	06/22/2025	507185583				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42192		Library	Audio Vis		313.94				
							313.94			
10543	Midwest Tape LLC	0000		EFT	06/30/2025	507258402				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 43096		Library	OnLineRes		479.44				
							479.44			
						CHECK TOTAL	1,068.40			
11049	Midwest Testing LLC	0000		INV	06/27/2025	6406				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 43090		SewerReclm	ProfSrv		1,150.00				
							1,150.00			
11049	Midwest Testing LLC	0000		INV	06/19/2025	6402				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 43090		Water	ProfSrv		100.00				
							100.00			
						CHECK TOTAL	1,250.00			
10849	Midwest Tree LLC	0000		INV	06/07/2025	1724				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 43090		P&Tmaint	ProfSrv		3,200.00				
							3,200.00			
						CHECK TOTAL	3,200.00			

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 061025FF 06/10/2025

DUE DATE: 06/10/2025

CASH ACCOUNT: Treasury 10100				Cash						
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10851	Minnesota Ag Power In		0000		INV	06/29/2025	10493662			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint	42210		StrMaint	VehEqParts			19.92		
								19.92		
10851	Minnesota Ag Power In		0000		INV	07/03/2025	10498881			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	44040		SewerReclm	MachEqRpr			72.33		
								72.33		
							CHECK TOTAL	92.25		
11170	Minnesota Association		0000		INV	06/11/2025	00839			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	43140		Police	Train&Ed			225.00		
								225.00		
11170	Minnesota Association		0000		INV	06/12/2025	00840			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	43140		Police	Train&Ed			225.00		
								225.00		
							CHECK TOTAL	450.00		
10530	Minnesota Department		0003		INV	06/27/2025	P00019697			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint	43090		StrMaint	ProfSrv			4,215.91		
								4,215.91		
							CHECK TOTAL	4,215.91		
10530	Minnesota Department		0007		INV	06/28/2025	2025 Street Reconstr			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrImp	45300		Street Imp	Impr Other			150.00		
								150.00		
							CHECK TOTAL	150.00		
10062	Minnesota Petroleum S		0000		EFT	06/19/2025	0000158837			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Airport	44010		Airport	Bldg Maint			1,000.00		
								1,000.00		
							CHECK TOTAL	1,000.00		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 061025FF 06/10/2025

DUE DATE: 06/10/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10521	Minnesota Sports Fede	0000		INV	06/19/2025	052025					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Adult 43090		Adult	ProfSrv		490.00					
							490.00				
						CHECK TOTAL	490.00				
10037	Minnesota State Colle	0004		INV	06/20/2025	337900-11870					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 43140		Police	Train&Ed		1,290.00					
							1,290.00				
						CHECK TOTAL	1,290.00				
10523	Minnesota Valley Test	0000		EFT	06/21/2025	1306756					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 43090		SewerReclm	ProfSrv		589.20					
							589.20				
10523	Minnesota Valley Test	0000		EFT	06/21/2025	1306768					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 43090		SewerReclm	ProfSrv		242.00					
							242.00				
10523	Minnesota Valley Test	0000		EFT	06/22/2025	1306978					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 43090		SewerReclm	ProfSrv		242.00					
							242.00				
10523	Minnesota Valley Test	0000		EFT	06/28/2025	1307764					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 43090		SewerReclm	ProfSrv		242.00					
							242.00				
10523	Minnesota Valley Test	0000		EFT	06/28/2025	1307720					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 43090		SewerReclm	ProfSrv		589.20					
							589.20				
10523	Minnesota Valley Test	0000		EFT	06/29/2025	1307970					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 43090		SewerReclm	ProfSrv		242.00					
							242.00				
						CHECK TOTAL	2,146.40				

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 061025FF 06/10/2025
DUE DATE: 06/10/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10858	MN-LEAP	0000		INV	03/30/2025	2025126					
ACCOUNT DETAIL						LINE AMOUNT					
1	Police 44330		Police	DuesSubscr		100.00				100.00	
						CHECK TOTAL	100.00				
10525	MTI Distributing Inc	0000		EFT	06/19/2025	1475088-00					
ACCOUNT DETAIL						LINE AMOUNT					
1	Soccer 42010		SoccerComp	Supplies		1,646.82				1,646.82	
10525	MTI Distributing Inc	0000		EFT	06/28/2025	1476382-00					
ACCOUNT DETAIL						LINE AMOUNT					
1	Parks 42210		P&Tmaint	VehEqParts		948.95				948.95	
						CHECK TOTAL	2,595.77				
10551	North Shore Analytica	0000		EFT	06/26/2025	15088					
ACCOUNT DETAIL						LINE AMOUNT					
1	SwrRecl 43090		SewerReclm	ProfSrv		285.00				285.00	
						CHECK TOTAL	285.00				
10555	Nuss Truck & Equipmen	0002		INV	06/12/2025	PSO204461-1					
ACCOUNT DETAIL						LINE AMOUNT					
1	Fire 42210		Fire	VehEqParts		121.28				121.28	
						CHECK TOTAL	121.28				
10874	Office Depot Inc	0000		INV	06/22/2025	421676395001					
ACCOUNT DETAIL						LINE AMOUNT					
1	Library 42010		Library	Supplies		159.96				159.96	
						CHECK TOTAL	159.96				
10877	Olympic Fire Protecti	0000		INV	06/27/2025	10005583					
ACCOUNT DETAIL						LINE AMOUNT					
1	Fire Fac 44010		Fire Fac	Bldg Maint		200.00				200.00	

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CLAIMS LIST REPORT

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CHECK RUN: 061025FF 06/10/2025

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
					CHECK TOTAL	200.00				
10880 OPG-3 Inc	0000		INV	05/31/2025	8830					
ACCOUNT DETAIL					LINE AMOUNT					
1	Fin	43095	Finance	SoftwrSupp	1,741.07					
2	HR	43095	HR	SoftwrSupp	545.19					
3	IT	43095	IT	SoftwrSupp	597.94					
4	Admin	43095	Admin	SoftwrSupp	844.16					
5	Fire	43095	Fire	SoftwrSupp	545.19					
6	HRA	43095	Frbt HRA	SoftwrSupp	298.97					
7	EDA	43095	EDA	SoftwrSupp	298.97					
8	Planning	43095	P & Z	SoftwrSupp	597.94					
9	CEDAdmin	43095	CED Admin	SoftwrSupp	597.94					
10	Library	43095	Library	SoftwrSupp	889.50					
11	CodeInsp	43095	Code/Insp	SoftwrSupp	1,786.41					
12	Police	43095	Police	SoftwrSupp	1,688.32					
13	Engineer	43095	Engineer	SoftwrSupp	1,283.85					
14	Water	43095	Water	SoftwrSupp	738.66					
15	StrMaint	43095	StrMaint	SoftwrSupp	738.66					
16	PWAdmin	43095	PW Admin	SoftwrSupp	545.19					
17	SwrRecl	43095	SewerReclm	SoftwrSupp	492.44					
18	Aquatic	43095	AquaticCtr	SoftwrSupp	246.22					
19	CC Admin	43095	CC Admin	SoftwrSupp	1,530.07					
21	Fin	43095	Finance	SoftwrSupp	507.26					
						16,513.95				
					CHECK TOTAL	16,513.95				
10580 Paape Companies Inc	0000		EFT	06/26/2025	117520					
ACCOUNT DETAIL					LINE AMOUNT					
1	Pol Fac	44010	Pol Fac	Bldg Maint	3,016.10					
						3,016.10				
					CHECK TOTAL	3,016.10				
10218 Pantheon Computer Sys	0000		EFT	06/06/2025	1411					
ACCOUNT DETAIL					LINE AMOUNT					
1	IT	43090	IT	ProfSrv	10,520.00					
						10,520.00				
					CHECK TOTAL	10,520.00				

City of Faribault



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Detail Invoice List

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DUE DATE: 06/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10564	Pepsi Cola of Mankato		0000		EFT	06/14/2025	9438209			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic 42990			AquaticCtr	CmdResale			3,756.67		
								3,756.67		
10564	Pepsi Cola of Mankato		0000		EFT	06/28/2025	9439658			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic 42990			AquaticCtr	CmdResale			647.02		
								647.02		
							CHECK TOTAL	4,403.69		
10564	Pepsi Cola of Mankato		0002		EFT	06/21/2025	348458 1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic 42010			AquaticCtr	Supplies			79.00		
								79.00		
							CHECK TOTAL	79.00		
10569	Thomas Polzin		0000		EFT	06/28/2025	300949			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42210			P&Tmaint	VehEqParts			114.00		
								114.00		
							CHECK TOTAL	114.00		
10139	Quality Forklift Sale		0000		INV	06/19/2025	R00288			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 44160			SewerReclm	Rents			625.00		
								625.00		
							CHECK TOTAL	625.00		
10591	RC Bliss Inc		0000		EFT	06/26/2025	5030499			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42210			Police	VehEqParts			970.88		
								970.88		
							CHECK TOTAL	970.88		
999997	Ryan Erickson Sr.		0000		INV	06/27/2025	052825			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 101 22000			General	Deposits			1,650.00		

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City of Faribault



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DUE DATE: 06/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
						1,650.00				
					CHECK TOTAL	1,650.00				
999997	Sara Flom	0000	INV	06/22/2025	052325					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 Parks 34780	P&Tmaint	FcltyRent		60.00					
	2 101 20810	General	SaleTaxPay		4.13					
	3 101 20816	General	RiceCtyTax		0.30					
						64.43				
					CHECK TOTAL	64.43				
999997	Thomas & Andrea Petri	0000	INV	06/08/2025	32255551364482824386					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 SwrColl 44450	Sewer Coll	CImDamages		85.88					
						85.88				
					CHECK TOTAL	85.88				
10594	Rent 'N' Save Portabl	0000	EFT	02/18/2025	021825 STATEMENT					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 StrMaint 42410	StrMaint	MinorEquip		-201.93					
						-201.93				
10594	Rent 'N' Save Portabl	0000	EFT	05/30/2025	82696					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 Parks 44160	P&Tmaint	Rents		384.18					
						384.18				
					CHECK TOTAL	182.25				
10204	Rice County Recorder'	0002	INV	06/18/2025	202500001135					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 EDA 43520	EDA	RecordFee		92.00					
						92.00				
					CHECK TOTAL	92.00				
10204	Rice County Solid Was	0005	INV	06/22/2025	17907					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 IT 43840	IT	RefuseDisp		136.00					
						136.00				
					CHECK TOTAL	136.00				

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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		
10204	Rice County Solid Was	0005		INV	06/27/2025	18094					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 PrkInd 45200	25002	Prk Dedic	BldgImprov			496.20				
										496.20	
						CHECK TOTAL	496.20				
10204	Rice County Solid Was	0005		INV	06/27/2025	18103					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 PrkInd 45200		Prk Dedic	BldgImprov			548.40				
										548.40	
						CHECK TOTAL	548.40				
10204	Rice County Solid Was	0005		INV	06/27/2025	18101					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 PrkInd 45200		Prk Dedic	BldgImprov			447.90				
										447.90	
						CHECK TOTAL	447.90				
10901	Rice/Steele 911 Cente	0000		INV	06/21/2025	2025-JT-36					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 42010		Police	Supplies			30.00				
	2 Police 44330		Police	DuesSubscr			107.50				
										137.50	
						CHECK TOTAL	137.50				
10904	River Bend Nature Cen	0000		INV	05/09/2025	04092024					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 43090		P&Tmaint	ProfSrv			1,380.00				
										1,380.00	
						CHECK TOTAL	1,380.00				
11004	Robert W Carlstrom Co	0000	38	INV	06/15/2025	Pay App 6					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 PrkInd 45200		Prk Dedic	BldgImprov			294,149.58				
										294,149.58	
						CHECK TOTAL	294,149.58				

City of Faribault



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CASH ACCOUNT: Treasury 10100				Cash						
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10607	Safety-Kleen Systems		0000		INV	06/18/2025	R003421043			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	EqMaint 42010		EqMaint	Supplies			103.15		
								103.15		
10607	Safety-Kleen Systems		0000		INV	06/22/2025	97171714			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	EqMaint 42010		EqMaint	Supplies			406.80		
								406.80		
							CHECK TOTAL	509.95		
10071	Sakatah Carvers LLC		0000		EFT	06/19/2025	1701			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Parks 44050		P&Tmaint	EOMaint			4,780.46		
								4,780.46		
							CHECK TOTAL	4,780.46		
10296	Sanity Solutions Inc		0000		EFT	06/28/2025	INV215179			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	IT 43095		IT	SoftwrSupp			195.56		
								195.56		
							CHECK TOTAL	195.56		
11150	Sartor, Gregory		0000		INV	05/21/2025	20250626ConcertGSart			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Adult 43090		Adult	ProfSrv			350.00		
								350.00		
							CHECK TOTAL	350.00		
11149	Sartor, Jeffrey		0000		INV	05/21/2025	20250626ConcertJSart			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Adult 43090		Adult	ProfSrv			350.00		
								350.00		
							CHECK TOTAL	350.00		
10610	Schindler Elevator Co		0000		INV	07/01/2025	8106923325			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Lib Fac 44010		Lib Fac	Bldg Maint			594.09		
								594.09		

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Detail Invoice List

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							CHECK TOTAL	594.09		
10193	Walter D Schirmer		0000		EFT	06/29/2025	1351			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Lib Fac	44010		Lib Fac	Bldg Maint			495.00		
							CHECK TOTAL	495.00		
10032	Shred Right		0000		EFT	06/12/2025	0048578			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	43090		Police	ProfSrv			40.00		
								40.00		
10032	Shred Right		0000		EFT	04/17/2025	0044651			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	43090		Police	ProfSrv			40.00		
							CHECK TOTAL	80.00		
10922	Shuda Matthew		0000		EFT	06/14/2025	051525			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	43310		Police	Travel Exp			76.00		
							CHECK TOTAL	76.00		
10928	Slechta Heather		0000		EFT	03/20/2025	021825			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Admin	43310		Admin	Travel Exp			78.00		
								78.00		
10928	Slechta Heather		0000		EFT	06/17/2025	0546			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Admin	43310		Admin	Travel Exp			168.00		
							CHECK TOTAL	246.00		
10194	Sophos Payment Resour		0000		EFT	06/27/2025	18469140			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 IT	43095		IT	SoftwrSupp			960.00		
								960.00		

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							CHECK TOTAL	960.00		
10108	Star Sports & Apparel		0000		INV	06/26/2025	MHWJ7VT9MBH2M			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire 42010			Fire	Supplies		60.00			
								60.00		
10108	Star Sports & Apparel		0000		INV	06/26/2025	MHWJ7VT15MBH2M			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Admin 42010			CC Admin	Supplies		20.00			
								20.00		
							CHECK TOTAL	80.00		
10620	Streicher's Inc		0000		INV	06/26/2025	I1763758			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42180			Police	Uniforms		82.98			
								82.98		
							CHECK TOTAL	82.98		
10942	Superior Sewer Servic		0000		INV	06/25/2025	1057			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrColl 44050			Sewer Coll	EOMaint		2,970.00			
								2,970.00		
							CHECK TOTAL	2,970.00		
10950	T-Mobile		0000		INV	06/18/2025	9605269829			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 43090			Police	ProfSrv		115.00			
								115.00		
							CHECK TOTAL	115.00		
10654	The UPS Store		0000		INV	06/26/2025	CU00083367 052725			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 43250			Water	Other Comm		27.03			
								27.03		
10654	The UPS Store		0000		INV	06/27/2025	12505285731B033261			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 43220			SewerReclm	Postage		19.15			
								19.15		

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 061025FF 06/10/2025

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							CHECK TOTAL	46.18		
10648	Timm's Trucking Inc		0000		EFT	06/28/2025	71932			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42250			P&Tmaint	PlantMat			150.00		
							CHECK TOTAL	150.00		
10948	TireHub LLC		0000		INV	11/16/2024	45165617			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 44040			Police	MachEqRpr			146.00		
								146.00		
10948	TireHub LLC		0000		INV	03/11/2023	32661392			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 44040			Police	MachEqRpr			592.00		
								592.00		
10948	TireHub LLC		0000		CRM	02/10/2023	32677326			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 44040			Police	MachEqRpr			-592.00		
								-592.00		
							CHECK TOTAL	146.00		
10611	Tom's Lock & Key LLC		0000		INV	06/03/2025	0015061			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies			30.00		
								30.00		
							CHECK TOTAL	30.00		
10052	Top Gear Inc		0000		EFT	07/02/2025	71634			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Youth 43090 25901			Youth	ProfSrv			438.80		
								438.80		
							CHECK TOTAL	438.80		
10137	Todd B Trembley		0000		EFT	06/26/2025	115			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 43090			Police	ProfSrv			135.99		
								135.99		

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		
					CHECK TOTAL	135.99				
10951 Triangle Automotive M	0000		INV	06/21/2025	27922					
ACCOUNT DETAIL					LINE AMOUNT					
1 Fire 44040	Fire		MachEqRpr		431.00				431.00	
					CHECK TOTAL	431.00				
10222 Tyler Technologies In	0000		EFT	06/20/2025	045-521485					
ACCOUNT DETAIL					LINE AMOUNT					
1 CP Govt 44050	CP Govt		EOMaint		1,956.00				1,956.00	
10222 Tyler Technologies In	0000		EFT	06/27/2025	045-522712					
ACCOUNT DETAIL					LINE AMOUNT					
1 CP Govt 44050	CP Govt		EOMaint		652.00				652.00	
					CHECK TOTAL	2,608.00				
999998 Abel & Alba Bojorque	0000		INV	06/05/2025	597					
ACCOUNT DETAIL					LINE AMOUNT					
1 601 20200	Water		AP		45.61				45.61	
					CHECK TOTAL	45.61				
999998 Brandon Markham	0000		INV	06/05/2025	608					
ACCOUNT DETAIL					LINE AMOUNT					
1 601 20200	Water		AP		8.80				8.80	
					CHECK TOTAL	8.80				
999998 Brittany & Dan Freden	0000		INV	06/05/2025	600					
ACCOUNT DETAIL					LINE AMOUNT					
1 601 20200	Water		AP		26.96				26.96	
					CHECK TOTAL	26.96				

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		
999998	David Swanson	0000		INV	06/05/2025	611					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 601 20200		Water	AP		61.99					
							61.99				
						CHECK TOTAL	61.99				
999998	Gregory & Jessica Pai	0000		INV	06/05/2025	594					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 601 20200		Water	AP		100.00					
							100.00				
						CHECK TOTAL	100.00				
999998	Harrison & Angelia Ro	0000		INV	06/05/2025	604					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 601 20200		Water	AP		66.89					
							66.89				
						CHECK TOTAL	66.89				
999998	Heritage Investment G	0000		INV	06/05/2025	593					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 601 20200		Water	AP		173.45					
							173.45				
						CHECK TOTAL	173.45				
999998	J Steffens Investment	0000		INV	06/05/2025	599					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 601 20200		Water	AP		24.83					
							24.83				
						CHECK TOTAL	24.83				
999998	Jaime & Steve Healy	0000		INV	06/05/2025	609					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 601 20200		Water	AP		51.56					
							51.56				
						CHECK TOTAL	51.56				

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CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
999998	Jesse and Deb Graber	0000		INV	06/05/2025	601					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 601 20200		Water	AP		18.99					
							18.99				
						CHECK TOTAL	18.99				
999998	Jose Rodrigo Solis-Tr	0000		INV	06/05/2025	603					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 601 20200		Water	AP		27.16					
							27.16				
						CHECK TOTAL	27.16				
999998	Ken Johnson	0000		INV	06/05/2025	598					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 601 20200		Water	AP		140.17					
							140.17				
						CHECK TOTAL	140.17				
999998	Lorraine Deming	0000		INV	06/05/2025	592					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 601 20200		Water	AP		25.66					
							25.66				
						CHECK TOTAL	25.66				
999998	Michelle Jasinski	0000		INV	06/05/2025	610					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 601 20200		Water	AP		60.78					
							60.78				
						CHECK TOTAL	60.78				
999998	Perez Investments	0000		INV	06/05/2025	607					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 601 20200		Water	AP		174.13					
							174.13				
						CHECK TOTAL	174.13				

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CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
999998	Raymond Sammon	0000		INV	06/05/2025	595				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 601 20200		Water	AP		39.54				
							39.54			
						CHECK TOTAL	39.54			
999998	Robert Degonda	0000		INV	06/05/2025	591				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 601 20200		Water	AP		190.37				
							190.37			
						CHECK TOTAL	190.37			
999998	Steve Barnett	0000		INV	06/05/2025	602				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 601 20200		Water	AP		56.48				
							56.48			
						CHECK TOTAL	56.48			
11083	US Bank	0000		INV	06/20/2025	7753971				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 46200		Water	Agent Fee		850.00				
							850.00			
11083	US Bank	0000		INV	06/22/2025	7758566				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 DebtStA 46200		DSSStateAid	Agent Fee		575.00				
							575.00			
						CHECK TOTAL	1,425.00			
10656	Utility Consultants I	0000		EFT	06/27/2025	124075				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 43090		SewerReclm	ProfSrv		1,660.81				
							1,660.81			
10656	Utility Consultants I	0000		EFT	06/27/2025	124135				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 43090		Water	ProfSrv		557.00				
							557.00			
						CHECK TOTAL	2,217.81			

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 061025FF 06/10/2025

DUE DATE: 06/10/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
11172	Venture Hydraulics, I	0000		INV	06/14/2025	42122				
ACCOUNT DETAIL						LINE AMOUNT				
1	EqMaint 42010		EqMaint	Supplies		537.36				
							537.36			
						CHECK TOTAL	537.36			
10015	Verified Credentials	0000		INV	06/30/2025	363628				
ACCOUNT DETAIL						LINE AMOUNT				
1	Police 43090		Police	ProfSrv		58.00				
							58.00			
						CHECK TOTAL	58.00			
10959	Verizon Wireless	0000		INV	06/15/2025	6114275873				
ACCOUNT DETAIL						LINE AMOUNT				
1	Admin 43210		Admin	Telephone		76.54				
2	CC Fac 43210		CC Fac	Telephone		316.69				
3	CH Fac 43210		CH Maint	Telephone		76.54				
4	CodeInsp 43210		Code/Insp	Telephone		331.43				
5	Comms 43210		Communicat	Telephone		78.28				
6	Engineer 43210		Engineer	Telephone		216.62				
7	Fin 43210		Finance	Telephone		38.27				
8	Fire 43210		Fire	Telephone		313.18				
9	HR 43210		HR	Telephone		76.54				
10	IT 43210		IT	Telephone		76.20				
11	Library 43210		Library	Telephone		38.27				
12	Parks 43210		P&Tmaint	Telephone		20.02				
13	Police 43210		Police	Telephone		3,000.08				
14	PWAdmin 43210		PW Admin	Telephone		58.29				
15	Storm 43210		Storm Wtr	Telephone		116.58				
16	StrMaint 43210		StrMaint	Telephone		58.29				
17	SwrColl 43210		Sewer Coll	Telephone		174.87				
18	Water 43210		Water	Telephone		429.00				
19	CEDAdmin 43210		CED Admin	Telephone		114.81				
20	SwrRecl 43210		SewerReclm	Telephone		34.38				
							5,644.88			

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 061025FF 06/10/2025

DUE DATE: 06/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10959	Verizon Wireless		0000		INV	05/23/2025	6111770075			
ACCOUNT DETAIL							LINE AMOUNT			
1	Admin	43210		Admin	Telephone			82.78		
2	CC Fac	43210		CC Fac	Telephone			322.93		
3	CH Fac	43210		CH Maint	Telephone			82.78		
4	CodeInsp	43210		Code/Insp	Telephone			347.03		
5	Comms	43210		Communicat	Telephone			81.40		
6	Engineer	43210		Engineer	Telephone			222.86		
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			20.02		
13	Police	43210		Police	Telephone			3,033.34		
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			184.23		
18	Water	43210		Water	Telephone			436.22		
19	CEDAdmin	43210		CED Admin	Telephone			124.17		
20	SwrRecl	43210		SewerReclm	Telephone			18.31		
							CHECK TOTAL	5,785.71		
								11,430.59		
10964	Wal-Mart		0000		INV	06/26/2025	30077066955048437932			
ACCOUNT DETAIL							LINE AMOUNT			
1	Library	42010		Library	Supplies			79.93		
								79.93		
10964	Wal-Mart		0000		INV	06/28/2025	62943797190671749188			
ACCOUNT DETAIL							LINE AMOUNT			
1	Police	42010	25907	Police	Supplies			46.81		
								46.81		
10964	Wal-Mart		0000		INV	06/29/2025	02931590032891909007			
ACCOUNT DETAIL							LINE AMOUNT			
1	Aquatic	42010		AquaticCtr	Supplies			51.12		
								51.12		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 061025FF 06/10/2025

DUE DATE: 06/10/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10964	Wal-Mart	0000		INV	06/27/2025	89595692087730103680				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Youth 42010		Youth	Supplies		185.76				
							185.76			
10964	Wal-Mart	0000		INV	06/28/2025	77804507648519171623				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42010		StrMaint	Supplies		3.98				
							3.98			
10964	Wal-Mart	0000		INV	07/04/2025	26524065020475059028				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CC Fac 42010		CC Fac	Supplies		108.62				
							108.62			
						CHECK TOTAL	476.22			
10665	Westman Freightliner	0000		INV	06/28/2025	XA304184087:01				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fire 42210		Fire	VehEqParts		88.23				
							88.23			
10665	Westman Freightliner	0000		INV	07/03/2025	XA304184293:01				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42210		StrMaint	VehEqParts		136.87				
							136.87			
						CHECK TOTAL	225.10			
10249	WSB & Associates Inc	0000		EFT	06/29/2025	R-027890-000 - 4				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 43095		Water	SoftwrSupp		1,607.25				
	2 SwrColl 43095		Sewer Coll	SoftwrSupp		1,607.25				
	3 Storm 43095		Storm Wtr	SoftwrSupp		1,607.25				
							4,821.75			
						CHECK TOTAL	4,821.75			
359	INVOICES		WARRANT TOTAL			850,331.31	850,331.31			

City of Faribault

CLAIMS LIST REPORT



FUND TOTAL		970.00
WARRANT SUMMARY TOTAL		850,331.31
GRAND TOTAL		850,331.31



Request for Council Action

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

MEETING DATE: June 10, 2025
SUBJECT: Approve Private Hangar Land Lease

Background:

The City has received a Private Hangar Land Lease Agreement from Rare Aircraft on Lot #203 at the Faribault Municipal Airport. A lease for this lot was previously held by Mel Henschel who sold the hangar to Rare Aircraft. A new land lease is required for the rental of Lot #203. The land lease agreement has a term of 20 years with an expiration in 2045.

Recommendation:

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

Attachments:

1. Lot #203 Rare Aircraft Private Hangar Land Lease

PRIVATE HANGAR LAND LEASE AGREEMENT

This agreement, made this 1st day of June, by and between the CITY OF FARIBAULT (the "City") and Rare Aircraft Ltd (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 #203 (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 (20) years ("Term"), commencing on June 1, 2025, ("Commencement Date") and expiring, unless earlier terminated, on June 1, 2045.
 - 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, 2026.

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: Rare Aircraft Ltd
 Attn: Ben Redman
 3401 Hwy 21 W
 Faribault, MN 55021

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.

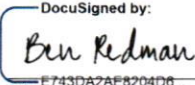
This Agreement shall not take effect until it has been approved by the City Council of the City of Faribault.

CITY OF FARIBAULT:

Dated: _____ By: _____
Thomas J Spooner, Mayor

Attest: _____
Jessica L. Kinser, City Administrator

TENANT:

Dated: 5/29/2025 _____ By: 
E743DA2AE8204D6...
Tenant



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kevin O'Brien, Interim Parks & Recreation Director
MEETING DATE: June 10, 2025
SUBJECT: Resolution 2025-146 Accept Donations to Parks and Recreation Department

Background:

Donations are received on behalf of the Faribault Parks and Recreation Department. These monetary donations are received to support existing programs and to provide enhancements to the City of Faribault Parks and Recreation Department. This is a request to accept the following donations for the designated areas:

Safety Camp

C & S Vending Co, Inc.	\$100
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Concerts in the Park

Arrow Electric, LLC	\$200.
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Recommendation:

Approve Resolution 2025-146 Accept Donations to the Parks and Recreation Department in the amount of \$300.00.

Attachments:

1. Resolution 2025-146 Accept Donations to Parks and Recreation Department

CITY OF FARIBAULT

RESOLUTION #2025-146

ACCEPT DONATIONS TO PARKS AND RECREATION DEPARTMENT

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

WHEREAS, businesses and individuals would like to donate to the Faribault Parks and Recreation Department; and

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

<u>Safety Camp</u>	
C & S Vending Co. Inc.	\$100.00
<u>Concerts in the Park</u>	
Arrow Electric, LLC	\$200.00.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes Faribault Parks and Recreation Department to accept the donations of \$300.00 for the designated areas.

Date Adopted: June 10, 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: June 10, 2025
SUBJECT: Resolution 2025-149 Approve LG214 Premises Permit Application

Background:

At their May 13, 2025 City Council meeting the Council approved resolution 2025-124 approving a premises permit for Faribault Wrestling at Signature Bar and Grill. After review of the application by the Gambling Control Board, the application was denied due to an error in the application. Faribault Wrestling has since updated their application and has submitted a request to approve the corrected application.

Recommendation:

Approve Resolution 2025-149.

Attachments:

1. Resolution 2025-149 Approve Premises Permit for Faribault Wrestling

CITY OF FARIBAULT

RESOLUTION #2025-149

APPROVE PREMISES PERMIT FOR FARIBAULT WRESTLING CLUB

WHEREAS, an LG214 Gambling Premises Permit application was received by the City of Faribault from Faribault Wrestling Club for charitable gambling to be located at The Signature Bar & Grill, 201 Central Ave, Faribault, MN 55021; and

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

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

NOW, THEREFORE BE IT RESOLVED, that said premises permit be approved for Faribault Wrestling for charitable gambling to be located at The Signature Bar & Grill, 201 Central Ave, Faribault, MN 55021.

Date Adopted: June 10, 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
Charitable Gambling Advisory Board
FROM: Heather Slechta, City Clerk
MEETING DATE: June 10, 2025
SUBJECT: Resolution 2025-150 Authorize Payment as
Recommended by the Charitable Gambling Board
to Faribault Youth Empowerment Center

Background:

The Faribault Charitable Gambling Board reviewed a request for funding from the Faribault Youth Empowerment Center at their May 28, 2025 meeting. The Charitable Gambling Board recommends funding the request in the amount of \$1,000 to use towards expenses related to ongoing expenses for community events throughout 2025. The recommendation for funding this request is in accordance with City and State regulations for charitable gambling fund contributions.

Recommendation:

Approve Resolution 2025-150.

Attachments:

1. Resolution 2025-150 Authorize Payment as Recommended by the Charitable Gambling Board to Faribault Youth Empowerment Center

CITY OF FARIBAULT

RESOLUTION #2025-150

AUTHORIZE PAYMENT AS RECOMMENDED BY THE CHARITABLE GAMBLING BOARD TO FARIBAULT YOUTH EMPOWERMENT CENTER

WHEREAS, the Faribault Charitable Gambling Board reviewed a request for funding from the Faribault Youth Empowerment Center at their May 28, 2025 meeting. The Charitable Gambling Board recommends funding the request in the amount of \$1,000 to use towards expenses related to ongoing expenses for community events throughout 2025; and

WHEREAS, the recommendation for funding this request is in accordance with City and State regulations for charitable gambling fund contributions.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes payment as recommended by the Charitable Gambling Board.

Date Adopted: June 10, 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
Charitable Gambling Advisory Board
FROM: Heather Slechta, City Clerk
MEETING DATE: June 10, 2025
SUBJECT: Resolution 2025-151 Authorize Payment as
Recommended by the Charitable Gambling Board
to Community Action Center

Background:

The Faribault Charitable Gambling Board reviewed a request for funding from the Community Action Center at their May 28, 2025 meeting. The Charitable Gambling Board recommends funding the request in the amount of \$10,000 to use towards expenses related to the construction of Ridgeview Heights. The recommendation for funding this request is in accordance with City and State regulations for charitable gambling fund contributions.

Recommendation:

Approve Resolution 2025-151

Attachments:

1. Resolution 2025-151 Authorize Payment as Recommended by the Charitable Gambling Board to Community Action Center

CITY OF FARIBAULT

RESOLUTION #2025-151

**AUTHORIZE PAYMENT AS RECOMMENDED BY THE CHARITABLE GAMBLING BOARD
TO COMMUNITY ACTION CENTER**

WHEREAS, the Faribault Charitable Gambling Board reviewed a request for funding from the Community Action Center at their May 28, 2025 meeting. The Charitable Gambling Board recommends funding the request in the amount of \$10,000 to use towards expenses related to the construction of Ridgeview Heights; and

WHEREAS, the recommendation for funding this request is in accordance with City and State regulations for charitable gambling fund contributions.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes payment as recommended by the Charitable Gambling Board.

Date Adopted: June 10, 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: June 10, 2025
SUBJECT: Resolution 2025-152 Approve Appointment to Parks and Recreation Advisory Board

Background:

An application was received to fill a youth opening on the Parks and Recreation Board from Whitney Huberty. Should the Council approve the appointment, Huberty's term would expire on January 31, 2026.

Recommendation:

Approve Resolution 2025-152.

Attachments:

1. Resolution 2025-152 Approve Appointment to Parks and Recreation Advisory Board

CITY OF FARIBAULT

RESOLUTION #2025-152

APPROVE APPOINTMENT TO PARKS AND RECREATION ADVISORY BOARD

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>
Huberty, Whitney	Parks and Recreation Advisory Board	1/31/2026

Date Adopted: June 10, 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: June 10, 2025
SUBJECT: Resolution 2025-153 Approve Hiring Police Officers

Background:

Due to resignation, there is a need to hire Police Officers. The position was posted internally from February 27, 2025, to March 14, 2025.

Three applications were received, reviewed, scored and all applicants were interviewed. The interview panel consisted of Police Administration Staff. From the interview process, Jason Shuda and Joseph Bravo were selected as the recommendations for hire.

Resolution 2025-153 recommends the hiring of Jason Shuda and Joseph Bravo. Jason and Joseph will be hired at grade J step 1 of the LELS CBA 2025.

Recommendation:

Approve resolution 2025-153, approving the hiring of Jason Shuda and Joseph Bravo as Police Officers.

Attachments:

1. Resolution 2025-153 Approve Hiring Police Officers

CITY OF FARIBAULT

RESOLUTION #2025-153

APPROVE HIRING POLICE OFFICERS

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

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

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

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Jason Shuda and Joseph Bravo shall be extended offers of employment to fill the vacant Police Officer positions.

Date Adopted: June 10, 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: June 10, 2025
SUBJECT: Resolution 2025-154 Approve Hiring Community Services Officers

Background:

Due to promotion, there is a need to hire Community Services Officers. The position was posted from April 29, 2025, to May 16, 2025.

Ten applications were received, reviewed and scored. Nine applicants were selected for an interview. The interview panel consisted of the Police Command Staff. From the interview process, Christopher Ferris and Courtney Lewis are the recommendations for hire.

Resolution 2025-154 approves hiring Christopher Ferris and Courtney Lewis. Christopher and Courtney will be hired at grade E step 1 of the MNPEA 2025 CBA.

Recommendation:

Approve resolution 2025-154, approving the hiring of Christopher Ferris and Courtney Lewis as Community Services Officers.

Attachments:

1. Resolution 2025-154 Approve Hiring Community Services Officers

CITY OF FARIBAULT

RESOLUTION #2025-154

APPROVE HIRING COMMUNITY SERVICES OFFICERS

WHEREAS, the City of Faribault (the "City") presently has vacant Community Services Officer positions that need to be filled by a qualified candidate; and

WHEREAS, the City has advertised and interviewed for the Community Services Officer positions with the City; and

WHEREAS, the City Council desires to fill the vacant Community Services Officer positions.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Christopher Ferris and Courtney Lewis shall be extended offers of employment to fill the vacant Community Services Officer positions.

Date Adopted: June 10, 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: Mark DuChene, Director of Engineering (City Engineer)
MEETING DATE: June 10, 2025
SUBJECT: Approve Professional Services Proposal for Twin Lakes Outlet Project - Contract 2025-10

Background:

The draft 2025-2029 Capital Improvement Plan includes the replacement of the outlet for the Twin Lakes basin system and improvements to the culverts under Acorn Trail. These collective storm water system components help control the elevations of the water basins at Twin Lakes and the contributing watershed. The goal of the project is to provide a modern outlet for this system to reduce high water events and prevent water from topping Acorn Trail up to the 100-year storm event.

Attached is a proposal for a professional design services proposal from WSB for the proposed work. WSB was chosen as they are the consultant that completed the City's 2022 Comprehensive Surface Water Management Plan and are already familiar with the project as they completed the preliminary project scoping. Funding for the project will come from the water utility fund (601).

Recommendation:

Approve Professional Services Proposal for Twin Lakes Outlet Project - Contract 2025-10 with WSB

Attachments:

1. LTR PROP-mduchene-Twin Lakes Outlet



May 2, 2025

Mr. Mark DuChene
Director of Engineering
City of Faribault
1200 Belview Trail
Faribault, MN 55021

Re: Twin Lakes Outlet
City of Faribault, MN

Dear Mr. DuChene:

Attached for your review and approval is our proposed scope of services, fee, and schedule for providing professional engineering services to complete final design of the Twin Lakes Outlet, as preliminarily designed in the Twin Lakes Stormwater CIP Risk Assessment and Proposed Solutions memo, dated April 2022. The improvements included in this scope of work are those included in Options 1 and 2. It is our understanding that the City desires to bid the additional Option 2 items as a bid alternative at this time. Stream stabilization will include the first 200 feet immediately downstream of the Basin 20220 outlet.

We look forward to working with you on the Twin Lakes Outlet project. If you are in agreement with this proposal, please sign where indicated below and return one copy. The necessary contract documents will then be provided. WSB will start work upon receipt of a signed contract. Please do not hesitate to contact Jake at 612-990-3576 with any questions.

Sincerely,

WSB

Jake Newhall, PE
Director of Water Resources

Laura Rescorla, PE
Water Resources Project Manager

Attachment

ACCEPTED BY:

City of Faribault, MN

Name _____

Title _____

Date _____

**SCOPE OF ENGINEERING SERVICES
FOR
TWIN LAKES OUTLET DESIGN**

CITY OF FARIBAULT, MN

SCOPE OF ENGINEERING SERVICES

Task 1 – Project Management (\$5,000)

Project management will be performed throughout the course of the project. The following subtasks are included as part of Project Management:

- 1.1 Attend project update meetings with City staff. This will include developing the agenda, preparing handouts and graphics, and attending the meeting.
- 1.2 Work with project team to coordinate project deliverables, schedule, and budget.
- 1.3 Site visit

Deliverables: Two (2) meetings: one meeting with City Staff to discuss draft plans and one to discuss final plans for the regional basin. Site visit.

Task 2 – Topographic Survey (\$5,900)

Topographic survey data as well as any additional background data be gathered to adequately design the improvements. A topographic survey is anticipated along Acorn Trail to verify shoulder elevations, culvert sizes, and culvert invert elevations as well as in the area of each proposed outlet.

Deliverables: Utility and topographic survey along Acorn Trail and at outlet locations in the project area.

Task 3 – Permit Coordination (\$11,700)

This task consists of coordinating and obtaining the required permits for the proposed improvements. Anticipated permits include:

- 3.1 DNR Work in Public Waters Permit
- 3.2 USACE Nationwide Permit
- 3.3 Wetland Conservation Act (WCA)

This scope assumes that a WCA No-Loss Determination can be achieved without wetland delineations for all improvements except for basin 20219. A wetland delineation is anticipated for this area, due to proposed lowering of the HWL. This task includes coordination with the TEP and a wetland replacement plan for basin 20219.

Deliverables: Necessary permitting documentation. This task does not include any necessary permit application fees; these will be passed on to the City if applicable.

Task 4 – Easement Documentation (\$25,200)

This task includes the creation of permanent easement documentation (including the description and an exhibit) for easements necessary to cover the proposed improvements. This task includes drafting the easements and including them in the construction plans. This does not include a full

boundary survey or field work and assumes that the City will file the easement documentation and facilitate communication with the Owners. The cost for preparing easement documents is estimated to be \$8,400 per parcel. This scope of work assumes that documents are needed for 3 parcels.

Deliverables: Easement descriptions and exhibits. This task includes title search fees, but not the cost of purchasing easements.

Task 5 – Construction Documents (\$34,500)

Before developing the construction plans, we will update the XPSWMM and P8 models built as part of the City's Surface Water Management Plan (SWMP) based on the topographic information collected in Task 2. The proposed design will be adjusted as necessary based on the survey. The constructed improvements will be included in the City-wide models for future use.

This task consists of completing construction plans and project specific specifications and bid documents (bid form, Division 1, Division 2). It assumes the City will provide front end specifications, assemble the final project manual, and manage bidding.

Plans are anticipated to include cover sheet, details, utility plan, restoration/erosion control, and site access/traffic control. Plans and specifications will be divided into a Base Bid (those improvements outlined in Option 1 of the Stormwater CIP Risk Assessment and Proposed Solutions memo, dated April 2022) and Bid Alternate (those additional improvements outlined in Option 2). One site visit is anticipated to confirm construction access and other constructability details. In addition, an updated cost estimate will be developed to verify consistency between the proposed improvements and the City's budget.

This scope assumes we will answer questions during the bid process to help facilitate the understanding of construction expectations.

- 5.1 Prepare draft construction plans, specifications, and updated cost estimate
- 5.2 Finalize construction plans, specifications and bidding documents based on feedback from City staff.

Deliverables: Draft Plans, Final Plans, Specifications, and Bid Documents. Updated XPSWMM and P8 models.

TOTAL ESTIMATED ENGINEERING FEE

The scope of services outlined in this proposal will be billed hourly, based on our current hourly rates. We are proposing to complete the tasks outlined above for a not-to-exceed fee of **\$82,300**.

TIME SCHEDULE

WSB proposes to complete plans, specifications, and bidding documents by July for bidding in late July or early August with construction anticipated in the fall of 2025.



Request for Council Action

TO: Mayor and City Council
THROUGH: David Wanberg, CED Director
Jessica Kinser, City Administrator
FROM: Harry Davis, Planning Manager
MEETING DATE: June 10, 2025
SUBJECT: Resolution 2025-156 Authorize Execution of MAB
Second Addition Development Agreement

Background:

The City Council approved the final plat of MAB Second Addition on May 27, 2025. Before recording the plat, the City and Developer must enter into a Development Agreement. The attached resolution authorizes the execution of the attached Development Agreement.

Recommendation:

Approve Resolution 2025-156.

Attachments:

1. Resolution 2025-156 Authorize Execution of MAB Second Addition Development Agreement

CITY OF FARIBAULT

RESOLUTION #2025-156

AUTHORIZE EXECUTION OF MAB SECOND ADDITION DEVELOPMENT AGREEMENT

WHEREAS, the Faribault City Council, on May 27, 2025, approved Resolution 2025-137: Approve the Preliminary and Final Plats for MAB SECOND ADDITION; and

WHEREAS, as a condition of approval of said final plat, Resolution 2025-137 requires that the City of Faribault (the "City") and Malecha Properties Limited Liability Company, a Minnesota limited liability company (the "Developer"), enter into a Development Agreement; and

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

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

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

ALSO, BE IT RESOLVED, that the Developer must submit current title work for the Property pursuant to Minnesota Statutes Section 505.03, the Faribault City Code, and the required Development Agreement for this matter and abide by all conditions resulting from such title work and the resulting attorney plat opinion, as well as city staff review of the title work.

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

Date Adopted: June 10, 2024

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A

MAB SECOND ADDITION DEVELOPER'S PLATTING AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made this _____ day of _____, 20____, by and between the CITY OF FARIBAULT, a Minnesota municipal corporation, (the "**City**") and Malecha Properties Limited Liability Company, a Minnesota limited liability company (the "**Developer**") (together with the City the "**Parties**" or each a "**Party**").

Recitals

WHEREAS, the Developer is the fee owner of certain real property located in the City of Faribault, Rice County, Minnesota, (the "**Property**"), legally described in **Exhibit A**.

WHEREAS, the Developer shall plat the Property consistent with the preliminary and final plat of MAB SECOND ADDITION (the "**Plat**"), approved by the City Council in Resolution No. 2025-137 (the "**Authorizing Resolution**") on May 27, 2025 which is set forth in **Exhibit B** and incorporated by reference to this Agreement as if fully set forth herein, subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, this Agreement, and state statutes.

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Terms of the Agreement

Article One General Provisions

1.01. Incorporation of Recitals and Exhibits. The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

Article Two
Representations and Warranties

2.01. City Representations and Warranties. The City makes the following representations as the basis for the undertakings on its part contained herein:

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

2.02. Developer Representations and Warranties. The Developer makes the following representations as the basis for the undertakings on its part contained herein:

- A. The Developer is a Minnesota Limited Liability Company.
- B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the individuals who execute this Agreement on behalf of the Developer are duly authorized to sign on behalf of the Developer and to bind the Developer thereto.
- C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree which would prohibit the execution or performance of this Agreement by the Developer or prohibit any of the transactions provided for in this Agreement.
- D. The Developer has complied with and will continue to comply with all applicable federal, state, and local statutes, laws, ordinances, and regulations including, without limitation, any permits, licenses, and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property. The Developer is not aware of any pending or threatened claim of any such violation. Without limitation of the foregoing, the Developer expressly acknowledges and agrees that it has and shall at all times comply with each and every provision of the City's subdivision, zoning, and other related municipal code regulations.
- E. There is no suit, action, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending or threatened against

or affecting the Developer or the Property. The Developer is not in default with respect to any order, writ, injunction, or decree of any federal, state, local or foreign court, department, agency, or instrumentality.

- F. None of the representations and warranties made by the Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by the Developer or on its behalf contains or will contain any untrue statement of material fact or omits any material fact, the omission of which would be misleading.

Article Three Construction of Improvements

3.01. Public Improvements. There are no proposed public improvements to City owned infrastructure. The Property is served by public sanitary sewer and watermain. No changes or improvements regarding public utilities are proposed as part of the Plat.

3.02. Site Improvements. The Developer proposes the construction of a 2,880-square-foot Auto Body Repair Shop and Auto Sales support facility and associated parking area and driveways (the "Project"). The Project is adjacent to an existing 10,400-square-foot main building with a parking lot, an outdoor storage area, and a stormwater detention basin.

- A. The Developer shall obtain all necessary approvals and permits from the City of Faribault related to site improvements in the Plat, including but not limited to, a Conditional Use Permit for development in the Shoreland Overlay District, grading permits, work in the right-of-way permits and building permits.
- B. The Developer shall enter into a stormwater maintenance agreement for the stormwater system proposed to serve this property substantially in the form as shown in **Exhibit E**. The construction of required stormwater management facilities shall be built by the developer to serve the Property and is not designed to serve surrounding properties.
- C. Site grading shall be in substantial conformance with the approved Site Plan. No significant deviations from the Final Grading Plan, as determined by the City Engineer, shall occur without the approval of the City Engineer. The Developer shall provide an as-built Grading Plan for the Property before issuance of a final certificate of occupancy, which shall identify building pad elevations, lot corner elevations, stormwater storage ponds, surface drainage ways, common greenways, and open space. The as-built Grading Plan shall have a maximum two (2) foot contours and meet the requirements

of the City's Code of Ordinances, Chapter 28, Article VII Sec 28-30.

- D. **Underground Utilities.** In accordance with Sec. 15-380 of Appendix B (Unified Development Regulations) of the City Code of Ordinances, all utilities that serve newly developing areas are to be placed underground, unless overhead utilities are required based on a determination by the City Engineer. Both parties to this Agreement acknowledge that high voltage electric transmission lines will be overhead.
- E. **Other Governmental Jurisdictions.** The Developer shall be responsible for securing all necessary approvals and permits from all appropriate federal, state, regional, and local jurisdictions prior to the commencement of site grading or construction of the Public or Private Improvements, and shall provide copies of all required permits to the City prior to beginning any work covered under the respective permit.

Article Four Additional Provisions

4.01. **Platting Requirements.** The Developer shall plat the Property consistent with the preliminary and final plat of MAB SECOND ADDITION approved by the City Council in Resolution No. 2025-137, dated May 27, 2025 subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, the City Attorney's plat opinion, this Agreement, and state statutes. Subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, the City Attorney's plat opinion, this Agreement, and state statutes, the Developer shall finalize the plat of MAB SECOND ADDITION and shall cause the final plat of MAB SECOND ADDITION to be recorded with the Rice County Recorder/Registrar of Titles and provide the City with a reproducible mylar copy of said plat and a digital copy of said plat in a format suitable to the City Engineer.

4.02. **Additional Requirements.** The Developer shall satisfy, complete, and abide by all requirements set forth in the Authorizing Resolution set forth in **Exhibit B**, including adequately addressing all items as may be directed by the City Attorney, City Engineer or others with review and approval authority of the City including any plat, or engineer opinions and the City Attorney's plat opinion as set forth in **Exhibit C** and incorporated herein by reference as if fully set forth in this Agreement required by the Authorizing Resolution, and all adopted City ordinances and resolutions affecting the Property, all of which are incorporated herein by reference as if fully set forth in this Agreement.

4.03. City Attorney Review; Title Work. Prior to recording the Plat with Rice County, the Developer agrees to provide the City with current title work for the Property identifying any other entity with a legal interest in the Property, including but not limited to any entity with a mortgage interest, easement interest, etc. The City Council's approval of the Plat contemplated by Resolution No. 2025-137 and this Agreement is subject to the Developer's compliance with this provision. The Developer shall provide an updated and certified Abstract of Title and/or Registered Property Abstract as required by Minn. Stat. § 505.03, or in the alternative, the Developer must provide an updated Commitment for a Title Insurance Policy for the Property naming the City as the proposed insured and with the amount of coverage for this policy being equal to \$100,000.00 per acre dedicated to the City (including but not limited to streets, rights-of-way, park dedication, and drainage and utility easements). \$100,000.00 per dedicated acre represents the coverage amount formula approved by the City for the year 2025. If final Plat is not released for filing in the year 2025, the above-referenced policy coverage amount shall be adjusted based upon the formula approved by City for the year in which the final Plat is actually released for filing with the Rice County Recorder/Registrar. The Developer shall provide the Owner's Policy of Title Insurance naming the City as the insured, showing the party recording the plat and dedicating the easements as the fee simple owner, and insuring against loss or damage of all covered risks in the policy in the event that the party filing the Plat and dedicating the easements did not own the property. The City shall have the ability to make a claim on the policy in the event the party filing the Plat and dedicating the easements did not own the property.

The above-mentioned evidence of title shall be subject to the review and approval of the City Attorney to determine what entities must execute the final Plat and other documents to be recorded against the Property. In the event the Developer provides the City with an Owner's Policy of Title Insurance, the Owner's Policy of Title Insurance shall be consistent with the requirements of the City Attorney and with an effective date on which the final Plat is recorded. The City will not issue any building permits or certificates of occupancy until the Developer has provided the City with the Owner's Policy of Title Insurance to the satisfaction of the City Attorney. Further, the Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to the Authorizing Resolution and by the City Attorney are recorded and all conditions for release of the final Plat have been met prior to the City processing or approving any building permits or other permits applicable to the development of the Property.

4.04. Plat Modifications and Revisions. The Parties acknowledge that various potential modifications and revision issues associated with the Plat may need to occur. The Developer agrees to undertake, assist with, and resolve such issues

as directed by the City. The Developer and the City agree to cooperate with each other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to revise or correct any errors in the Plat and to provide any and all additional documentation deemed necessary by either party to effectuate such revisions or corrections to the Plat.

4.05. Property Monumentation. The Developer agrees to install all permanent subdivision monumentation within six (6) months from the date of recording of this Agreement and shall submit to the City written certification by a licensed land surveyor that the required monuments have been installed throughout the plat. All monuments shall be marked with a steel or fiberglass post to allow for easy location following their installation.

4.06. Payment of City Costs. The Developer agrees to reimburse the City its actual costs regarding: (i) preparing and administering this Agreement and all other documents, permits, and applications related thereto; (ii) processing the plat of MAB SECOND ADDITION and subdivision approvals relating to the Property; and (iii) preparing and reviewing an environmental assessment worksheet (EAW) and environmental impact statement (EIS), if required. In addition to and without limitation of the foregoing, the costs to be reimbursed by the Developer to the City shall include, but not be limited to, attorneys' fees, engineering fees, inspection fees, and the costs and fees of other technical and professional assistance (including but not limited to the cost of City staff time) incurred or expended by the City on activities arising out of this Agreement, and other undertakings related thereto.

In the event the City does not recover its costs under the provisions of this section, as an additional remedy, City may, at its option, assess the Property in the manner provided by Minnesota Statutes, Chapter 429, and Developer hereby consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments pursuant to Minnesota Statutes, Section 429.081, provided the amount levied, together with the funds deposited with the City under this paragraph, does not exceed the expenses actually incurred by the City. Further, the City may, at its option, as an additional remedy, recover expenses actually incurred by the City, in the manner provided by Minnesota Statutes, Section 415.01, 366.011 and 366.012, and the Developer hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied, together with the funds deposited with the City under this section, does not exceed the expenses actually incurred by the City pursuant to this Agreement. Finally, the Developer agrees all such unpaid amounts constitute charges for governmental services that the City may, at its option, collect as a first in priority lien on any unsold lots and on any other property the Developer may own in the state pursuant to

Minnesota Statutes, section 514.67.

This section shall survive termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

4.07. Attorneys' Fees. If the City employs attorneys for the enforcement of any obligation on the part of the Developer under this Agreement, and the City prevails in the action, the Developer agrees that it will pay to the City the reasonable fees of the attorneys so incurred by the City.

4.08. Amendment. Any amendment to this Agreement must be in writing and signed by both Parties.

4.09. Assignment. The Developer may not assign any of its obligations under this Agreement without the prior written consent of the City.

4.10. Agreement to Run with Land. This Agreement may be recorded among the land records of Rice County, Minnesota. The provisions of this Agreement shall run with the Property and be binding upon the Developer and its assigns or successors in interest. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

4.11. Representatives Not Individually Liable. No official, agent, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City on any obligation or term of this Agreement.

4.12. Notices and Demands. Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

(a) as to the Developer: Malecha Properties Limited Liability Company

23227 Bagley Avenue
Faribault, MN 55021

(b) as to the City: City of Faribault

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

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

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section.

4.13. Parkland Dedication. Parkland dedication for the Property has been completely satisfied as the expansion is removing a single-family dwelling. The additional \$1,000 per gross acre calculated with the added commercial property is cancelled out by the removal of said dwelling, which is \$1,000 per single-family home. There is no parkland dedication required as part of this Agreement.

4.14. Public Improvements. No public improvements are proposed or required as part of this subdivision approval.

4.15. Easement Dedication. The Developer expressly acknowledges and agrees that all easements and other rights in the Property necessary and related to the City's control over the public dedications (all of which shall be described in the plat required by the City's subdivision regulations), shall inure to the City upon the Developer's compliance with this Agreement and approval and recording of a final plat as set forth in the City's subdivision regulations.

4.16. Parking and Storage. The Developer agrees to provide adequate parking and storage area for workers, equipment, construction materials, or other items associated with the improvements. The Developer shall submit a plan to the City that adequately depicts and defines contractor parking and all construction staging areas. All construction staging areas shall be further delineated on site with appropriate construction fencing.

4.17. City's Access. The Developer hereby grants the City, its agents, employees, officials and contractors a non-revocable license to enter the Property to perform all work and inspections deemed appropriate by the City related to the Project and the Property.

4.18 Stormwater Operation and Maintenance Agreement.

- A. The Developer shall construct stormwater facilities in accordance with the Plans and in compliance with all City requirements regarding such improvements. The stormwater facilities include, but are not limited to the ponds and all other improvements shown on the Plans.
- B. Unless specifically noted otherwise, the stormwater facilities serving the Plat will be private and will be maintained by the Developer at its sole expense. The Developer shall be responsible for the maintenance, repair or replacement of all stormwater facilities serving the Property. The City does not intend to accept the stormwater facilities as public and does not intend to maintain them. The Developer agrees to enter into a Stormwater Maintenance Agreement with the City in the form attached hereto as **Exhibit E**. The purpose of the Stormwater Maintenance Agreement is to ensure that the Developer maintains the stormwater facilities and to give the City the right, but not the obligation to do so if the Developer fails in its obligations. The Stormwater Maintenance Agreement will be recorded against the land within the Plat and will run with the land. The Developer acknowledges that i) the stormwater facilities will not be owned by the City; ii) the City does not plan to maintain or pay for routine maintenance, repair or replacement of the stormwater facilities and that the Developer will have responsibility for such work; iii) maintenance work shall be considered routine and shall be 100% the responsibility of the Developer; iv) when non-routine maintenance work is proposed, the Developer shall review the proposed work with the City Engineer or the City Engineer's representative for approval; v) the City has the right, but not the obligation to perform necessary work upon the failure or refusal by the Developer to do so; and vi) if the City performs any work on the stormwater facilities, the City has the right to specially assess or otherwise recover the cost of such work against the Property within the Plat.
- C. The Developer agrees to inform purchasers within the Plat that i) the City does not plan to maintain or pay for routine maintenance, repair or replacement of the stormwater facilities and that the Developer will have primary responsibility for such work; ii) the City has the right, but not the obligation to perform necessary work upon the failure or refusal by the Developer to do so; and iii) if the City performs any work on the stormwater facilities, the City intends to recover the cost of such work from the owners of any lots within the Plat.
- D. The Parties acknowledge that a stormwater facility to serve the Property, is to be constructed by the Developer on the site to serve the proposed plat area as shown on the Civil Engineering Grading Plan

attached herto as **Exhibit F**.

4.19. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.

4.20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

4.21. 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.

4.22. Indemnification. Notwithstanding anything to the contrary in this Agreement, the City, its officials, agents, and employees shall not be liable or responsible in any manner to the Developer, the Developer's successors or assigns, the Developer's contractors or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance of this Agreement. The Developer, and the Developer's successors or assigns, agree to protect, defend and save the City, and its officials, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees, consulting engineering services, and other technical, administrative, or professional assistance, except to the extent caused by the negligence or willful misconduct of the City, its officials, agents, and employees. 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.

This section shall survive termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

4.23. Developer's Default. In the event of default by the Developer as to any work or undertaking required by this Agreement, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act,

and it shall not be necessary for the City to seek an order from any court for permission to enter the Property for such purposes. If the City does any such work, the City may, in addition to its other remedies, levy special assessments against the lots within the subdivision to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes Section 429.081, provided the amount levied does not exceed the expenses actually incurred by the City. Further, the City may, at its option, as an additional remedy, recover expenses actually incurred by the City, in the manner provided by Minnesota Statutes, Section 415.01, 366.011 and 366.012, and the Developer hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied does not exceed the expenses actually incurred by the City pursuant to this Agreement.

4.24. Compliance with Existing Laws. The Developer warrants that all work performed pursuant to this Agreement shall be in compliance with existing Federal, State, and City laws, ordinances, pertinent regulations, standards, and specifications of the City.

4.25. Building Permits. Approval of the Plat does not include approval of a building permit for any structures on the Property. The Developer must submit and the City must approve building plans prior to an application for a building permit for a structure on any lot within the Plat. The Developer or the parties applying for the building permit shall be responsible for payment of the customary fees associated with the building permits and other deferred fees as specified in this Agreement.

4.26. Miscellaneous Provisions.

- A. The Developer represents to the City that the subdivision and the Plat comply with all city, county, state, and federal laws and regulations including, but not limited to: subdivision ordinances and zoning ordinances. If the City determines that the subdivision or the Plat does not comply, the City may, at its option, refuse to allow construction or development work on the Property until the subdivision or the Plat does comply. Upon the City's demand, the Developer shall cease work until there is compliance. Upon the City's demand, the Developer shall correct any and all errors contained in the Plat, including but not limited to legal descriptions, names of parties in interest, depictions, etc., solely

at the cost of the Developer; further, the Developer shall take all necessary actions such that the Plat will be in compliance with existing laws, ordinances, pertinent regulations, standards, and specifications of the City, solely at the cost of the Developer.

- B. Third parties shall have no recourse against the City under this Agreement.
- C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
- D. Wherever possible, each provision of this Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other related document.
- E. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of any other covenant, agreement, term, or condition, nor does it imply that such covenant, agreement, term, or condition may be waived again. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing and signed by the parties. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- F. Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.
- G. This Agreement, together with the exhibits hereto, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals,

communications, and understandings, whether oral or written, pertaining to the subject matter of this Agreement.

- H. Data provided to the Developer or received from the Developer under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.
- I. Upon the Developer's compliance with the Agreement and recording of the Plat, the City agrees to execute and record a Certificate of Completion in the form attached hereto as **Exhibit D**.

4.27. Additional Requirements. The Developer shall satisfy, complete and abide by all requirements set forth in the Authorizing Resolution, the City Approvals, and all adopted City ordinances and resolutions affecting the Property, all of which are incorporated herein by reference as if fully set forth in this Agreement. In addition, the Developer shall adequately address all items as may be directed by the City Attorney, the City Engineer or others with review and approval authority for the City.

4.28. Plat Clean-up. The parties to this Agreement acknowledge that various potential clean-up issues associated with the Plat may need to occur. The Developer agrees to undertake, assist with and resolve such issues as directed by the City. The Developer and the City agree to cooperate with each other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to revise or correct any errors in the Plat and to provide any and all additional documentation deemed necessary by either party to effectuate such revisions or corrections to the Plat.

4.29. Other Agreements. Any other agreements, affecting the Property are incorporated herein by reference as necessary as if fully set forth herein. In the case of any inconsistencies between such agreements and this Agreement, the language of this Agreement shall control.

4.30. Changes in Official Controls. For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout, or dedications of the approved plat unless required by state or federal law or agreed to in writing by the Developer and the City. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Agreement.

[The remainder of this page to remain intentionally blank].

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

CITY OF FARIBAULT

By:

Thomas J. Spooner
Mayor

By:

Jessica L. Kinser
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Thomas J. Spooner and Jessica L. Kinser, the Mayor and City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of the City.

Notary Public

Malecha Properties Limited Liability Company.

William Malecha
Chief Manager

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by William Malecha, Chief Manager of Malecha Properties Limited Liability Company.

This document drafted by:

The Planning Division
City of Faribault
208 NW 1st Avenue
Faribault, MN 55021
(507)-333-0374

EXHIBIT A OF THE DEVELOPER'S PLATTING AGREEMENT

LEGAL DESCRIPTION OF THE PROPERTY

Lot 1, Block 1, MAB ADDITION, AND ALSO, Lot 3 Block 1, 218 ADDITION, Rice County, Minnesota. according to the plat thereof, on file and of record in the office of the County Recorder, Rice County, Minnesota.

EXHIBIT B OF THE DEVELOPER'S PLATTING AGREEMENT
THE AUTHORIZING RESOLUTION

(INSERT RESOLUTION 2025-137)

EXHIBIT C OF THE DEVELOPER'S PLATTING AGREEMENT
CITY ATTORNEY'S PLAT OPINION

(INSERT PLAT OPINION)

CERTIFICATE OF COMPLETION

Dated: _____, 20____.

By:

By:

[illegible]

Notary Public

EXIBIT E

(Insert Stormwater Maintenance Agreement)

EXHIBIT F

(Insert Approved Civil Engineering Plan)



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Dustin Dienst, Director of Fire & Code Services
MEETING DATE: June 10, 2025
SUBJECT: Resolution 2025-159 Accept Donation from Richard and Linda Moore to the Fire Department

Background:

Linda Moore, a longtime resident of Faribault, would like to make a donation to the Faribault Fire Department as a way to honor the memory of her friend, Lucille "Luci" Bultman. Linda and Luci were classmates and graduated together from Faribault in 1968. Luci moved to Australia and was a volunteer firefighter for many years before passing away from cancer. Linda would like to donate \$50 to the Fire Department in memory of Luci.

Recommendation:

Approve Resolution 2025-159 to Accept Donation from Richard & Linda Moore to the Fire Department

Attachments:

1. Resolution 2025-159 Accept Donation from Richard & Linda Moore

CITY OF FARIBAULT

RESOLUTION #2025-159

ACCEPT DONATION FROM RICHARD & LINDA MOORE TO THE FIRE DEPARTMENT

WHEREAS, the Faribault Fire Department is responsible for fire and life safety response in the City of Faribault and the Rural Fire District; and

WHEREAS, the Faribault Fire Department responds to emergencies, promotes fire safety, and conducts regular and specialized training to ensure that superior service is provided by the Fire Department; and

WHEREAS, Linda and Richard Moore would like to make a donation to the Fire Department in memory of a former Faribault resident and classmate of Linda's who was a firefighter in Australia and recently passed away from cancer.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes the Faribault Fire Department to accept the donation of \$50 from Richard & Linda Moore.

Date Adopted: June 10, 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: June 10, 2025
SUBJECT: Resolution 2025-147 Authorize Submittal of
Municipal Airport Airfield Pavement Rehabilitation
Project Grant Application

Background:

The Federal Aviation Administration (FAA) and Minnesota Department of Transportation (MNDOT) administer grant funding for aviation improvement projects at Municipal Airports throughout the State. The Faribault Municipal Airport relies on grant money from the FAA & MNDOT as a funding source for projects. The attached resolution seeks authorization for staff to apply for a grant, which will fund 97.5% (95% FAA & 2.5% MNDOT) of a project to make improvements to the airfield lighting at the Municipal Airport. The City's share (2.5%) for the project will come from the Airport Fund (225).

Acceptance of the grant will be presented to Council as part of the project approval process.

Recommendation:

Approve Resolution 2025-147

Attachments:

1. Resolution 2025-147
2. Grant Summary Form

CITY OF FARIBAULT

RESOLUTION #2025-147

AUTHORIZE SUBMITTAL OF MUNICIPAL AIRPORT AIRFIELD PAVEMENT REHABILITATION PROJECT GRANT APPLICATION

WHEREAS, the City operates and maintains the Faribault Municipal Airport for general aviation practices; and

WHEREAS, periodically projects are required to make improvements to keep the Airport operating in a safe manner; and

WHEREAS, the Federal Aviation Administration (FAA) and the Minnesota Department of Transportation (MnDOT) provide funding for the purpose of making Airport improvements; and

WHEREAS, the City relies on FAA & MNDOT funding to complete improvement projects.

NOW, THEREFORE BE IT RESOLVED, that the City of Faribault wishes to apply for FAA & MnDOT funding to complete the Municipal Airport Airfield Pavement Rehabilitation Project. The Public Works Director is directed to submit the application.

ALSO, BE IT RESOLVED, that the Mayor and City Administrator is hereby authorized to execute such Agreements as are necessary to implement the project on behalf of the City.

Date Adopted: June 10, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



GRANT SUMMARY FORM

Pre-Application ☐ Application ☒ Award Acceptance ☐ Amendment ☐
Department: Public Works- Airport
Contact Person: Public Works Director

Grant Name: Municipal Airport Airfield Pavement Rehabilitation Project
Grantor: Federal Aviation Administration and MN Dept. of Transportation
Total Project Cost: \$ 958,405.00 Total Award Amount: \$ 855,686.32
Total Cash Match: \$ 102,718.68 Total In-Kind Match: _____
Application Date: 06/10/25 Grant Period From 06/10/25 To 06/10/26
Funding Type (Federal, State, Other): Federal & State
CFDA Number: _____ Electronic or Hardcopy Submission: both

Project Description

The project includes taxiway and apron pavement rehabilitation, and drainage improvements to extend pavement lifecycle.

How is the Match Amount Determined::

Federal and State eligibility as determined by those agencies.

Fixed Amount: \$ 855,686.32 or % of project cost 0.00% or Other ☐

Explanation of Other:

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

Already In Department Budget: \$ 32,500.00 Not Budgeted: \$ 70,218.68
Proposed Source of Match: Airport Fund 225

Director Approval

Administrator Approval

Jessica Kinser



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: June 10, 2025
SUBJECT: Approve 4th of July Fireworks Permit

Background:

RESPyro on behalf of the City of Faribault has submitted an Application for Display of Fireworks/Pyrotechnic Special Effects for the July 4th Fireworks Display (backup date of July 5th) at the Rice County Fairgrounds. RESPyro has paid all required fees and submitted a Certificate of Insurance for the event that will be reviewed by the City Attorney.

Recommendation:

Approve Fireworks Permit.

Attachments:

1. Faribault Permit App 2025-0704 (signed)
2. Faribault Shoot Site 2025-0704



208 NW 1st Avenue
Faribault, MN 55021
507-334-2222
507-333-0399 (FAX)

APPLICATION FOR DISPLAY OF FIREWORKS / PYROTECHNIC SPECIAL EFFECTS

Applicant Instructions:

1. This application and required attachments must be completed and returned at least 15 business days prior to the date of display. Permit shall be valid only for dates approved/issued.
2. Permit Fee - \$ 25 payable to the City of Faribault. Due when application is submitted.

Applicant Information

Today's Date: June 6th, 2025

Name of Applicant (Sponsoring Organization): City of Faribault

Address of Applicant (Sponsoring Organization): 208 First Ave NW, Faribault, MN 55021

Name of Authorized Agent of Applicant: RES Pyro

Address of Authorized Agent of Applicant: 21595 286th St., Belle Plaine, MN 56011

Telephone Number of Authorized Agent: 952-873-3113

Fireworks/Pyrotechnics Display Information

Date of Display: July 4th, 2025 Start Time: 10:00pm End Time: 10:20pm *Limited to 20 minutes

Location of Display: Rice County Fairgrounds, Faribault, MN 55021

Property Owner: _____ Phone #: _____

Method for transporting fireworks to site: RES Vehicle

Method for storing fireworks on site (permitted on day of show only): n/a-delivered day of show

Description of shells including type, number and diameter: _____

(324)-3" shells, (214)-4" Shells, (120)-5" Shells

Types of mortars: HDPE Plastic

Types of ignition devices: Electric Match

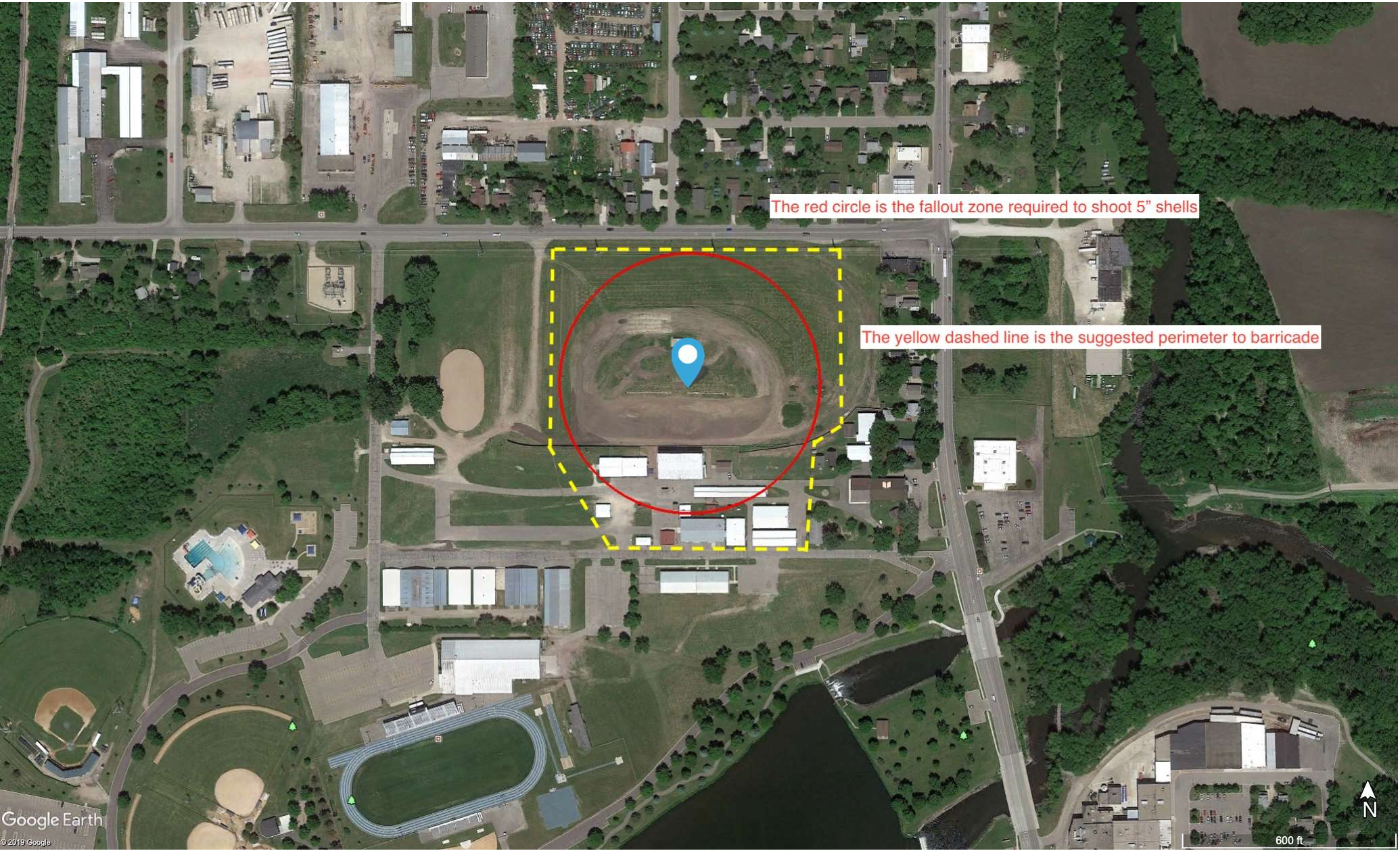
Methods for security: _____

Portable fire extinguishers (# of extinguishers & locations): 2-H2O near launch site

Procedure for searching display area afterwards to recover all fired or misfired shells: _____

RES Pyro shall clean up and remove debris from the launch location

Procedure for handling misfired shells: returned to RES Pyro





Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kevin O'Brien, Interim Parks & Recreation Director
MEETING DATE: June 10, 2025
SUBJECT: Resolution 2025-160 Accept Southeastern Minnesota Arts Council and Faribault Foundation Grants

Background:

Faribault Parks and Recreation Department was recently awarded a Southeastern Minnesota Arts Council (SEMAC) Grant in the amount of \$5,000. This grant was requested to assist with the cost of the summer concerts series in Central Park. Parks and Recreation was also awarded \$3,000 in grant funds from the Faribault Foundation. Concerts in the Park, Safety Camp and Friday Night Free Open Gym were each awarded \$1,000 through the Faribault Foundation CommUnity Microgrant Program.

This is a request to accept grant funds in the amount of \$8,000 from SEMAC and the Faribault Foundation.

Recommendation:

Approve Resolution 2025-160 to accept grants for the Parks and Recreation Department for the amount of \$8,000.

Attachments:

1. Resolution 2025-160 Accept SEMAC and Faribault Foundation Grants
2. Grant Award Letters

CITY OF FARIBAULT

RESOLUTION #2025-160

**ACCEPT SOUTHEASTERN MINNESOTA ARTS COUNCIL AND
FARIBAULT FOUNDATION GRANTS**

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

WHEREAS, the Southeastern Minnesota Arts Council Grant has awarded \$5,000 in funding to the Faribault Parks and Recreation Department to assist with the costs of the summer concerts series in Central Park; and

WHEREAS, the Faribault Foundation has awarded \$3,000 to the Faribault Parks and Recreation Department with \$1,000 to each of the following programs: Concerts in the Park, Safety Camp, and Friday Night Free Open Gym.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes the Faribault Parks and Recreation Department to accept the Southeastern Minnesota Arts Council Grant in the amount of \$5,000 and the Faribault Foundation Grants in the amount of \$3,000.

Date Adopted: June 10, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser City Administrator



Outlook

Grant from SEMAC

From SEMAC Office <administrator@grantinterface.com>

Date Wed 5/14/2025 12:46 PM

To Denise Hansen <dhansen@faribaultmn.gov>

 1 attachment (59 KB)
grant activity checklist.pdf;

I am pleased to inform you that the Board of Directors of the Southeastern Minnesota Arts Council, on the recommendation of its Arts Advisory Panel, has approved your Organizational Grants Mar 2025 request for expenses related to Faribault Concerts in the Park Series.

To electronically accept the award, logon to the grant interface. On the Applicant Dashboard, scroll down until you see the follow up form labeled Contractual Agreement - Project. Click Start on the far right to complete the Terms and Agreement for the award.

After receiving your submission, SEMAC will issue a grant check to the address you specify in the agreement (either the organization's or your personal address).

If the Agreement is not submitted **in the next two weeks**, SEMAC reserves the right to rescind this offer and award the funds to another qualified applicant.

Scores and comments that individual panelists submitted will be posted to the grant interface in the next few days. These comments may be helpful when writing future grant proposals. If you wish to watch a recording of the review meeting, let me know and I'll be happy to forward the link.

Attached is a grant activity checklist outlining steps that can help organize your responsibilities.

Accept our very best wishes for the success of your endeavor.

Thanks, Karen
Grants Program Manager
Southeastern Minnesota Arts Council
reply to staff@semac.org or (507) 281-4848

SEMAC activities are made possible by the voters of Minnesota through grants from MSAB thanks to a legislative appropriation from the arts & cultural heritage fund.

Applicant Information

Denise Hansen

15 W Division St

Faribault, MN 55021

507-334-2064

dhansen@ci.faribault.mn.us

Organization: City of Faribault Parks & Recreation

Form Name: Contractual Agreement - Project FY2025

Process Name: Organizational Grants Mar 2025

Project Name: Faribault Concerts in the Park Series



5 June 2025

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

Re: **Grant 7625LM**

Dear Denise:

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

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

- The required credit line and Legacy Logo for all publicity related to the project.
- Letters of thanks sent to senators and representatives in the Minnesota Legislature.
- A Final Report submitted online no later than **10/30/2025**.

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

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

Sincerely,

Anastasia D. Shartin
Executive Director

enclosure

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



May 29, 2025

Denise Hansen
City of Faribault Park & Rec
15 Division Street W
Faribault, MN 55021

Dear Denise,

The Faribault Foundation Board of Directors are pleased to award City of Faribault Park & Rec Concerts in the Park with a CommUnity Grant in the amount of \$1000.00 to support the 2025 summer concert series. We appreciate all you do through your organization to make Faribault a better place for all its residents.

Grants for the CommUnity microgrant program come from the CommUnity Opportunity Fund. A non-endowed discretionary fund of the Faribault Foundation. Donations into this fund from community members make our microgrant program possible! Financial support for this fund is always appreciated. Appropriate tax receipts are provided to donors.

Concerts in the Park representatives are invited to participate in the Faribault Foundation's grant award ceremony on Saturday June 14th, 2025, at 12:30 in Central Park as part of the Heritage Days Celebration. Photos will be taken during a group presentation on stage. Please RSVP so we may prepare a "large check" for your organization and the photo op.

After the completion of your project or as it is underway, please submit photos for our use. When you promote these projects, please mention Faribault Foundation as a supporter. Tagging the Faribault Foundation in any online social media posts related to your projects is encouraged.

Finally, a summary of your project is due to us by Friday November 14th, 2025. Failure to submit information may make your organization ineligible for future grants.

Sincerely,

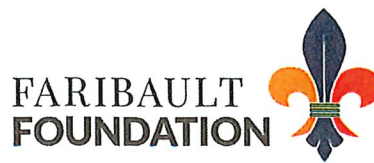
Laura M. Bock

Executive Director

Faribault Foundation

laurabock@faribaultfoundation.org

507-805-8800



May 29, 2025

Jill Strodman
Faribault Parks and Recreation Department
15 W Division St
Faribault, MN 55021

Dear Jill,

The Faribault Foundation Board of Directors are pleased to award Faribault's Parks and Recreation – Safety Camp with a CommUnity Grant in the amount of \$1,000.00 to support the educational camp for our youth. We appreciate all you do through your organization to make Faribault a better place for all its residents.

Grants for the CommUnity microgrant program come from the CommUnity Opportunity Fund. A non-endowed discretionary fund of the Faribault Foundation. Donations into this fund from community members make our microgrant program possible! Financial support for this fund is always appreciated. Appropriate tax receipts are provided to donors.

Faribault Safety Camp representatives are invited to participate in the Faribault Foundation's grant award ceremony on Saturday June 14th, 2025, at 12:30 in Central Park as part of the Heritage Days Celebration. Photos will be taken during a group presentation on stage. Please RSVP so we may prepare a "large check" for your organization and the photo op.

After the completion of your project or as it is underway, please submit photos for our use. When you promote these projects, please mention Faribault Foundation as a supporter. Tagging the Faribault Foundation in any online social media posts related to your projects is encouraged.

Finally, a summary of your project is due to us by Friday November 14th, 2025. Failure to submit information may make your organization ineligible for future grants. If you need more time because of the timing of your program just reach out and we will determine a different due date.

Sincerely,

Laura M. Bock

Executive Director

Faribault Foundation

laurabock@faribaultfoundation.org

507-805-8800



May 29, 2025

Devin Pewowaruk
City of Faribault Park & Rec
15 Division Street W
Faribault, MN 55021

Dear Devin,

The Faribault Foundation Board of Directors are pleased to award City of Faribault Park & Rec Friday School Nights Open Gym with a CommUnity Grant in the amount of \$1000.00 to support the 2025 -2026 school year program. We appreciate all you do through your organization to make Faribault a better place for all its residents.

Grants for the CommUnity microgrant program come from the CommUnity Opportunity Fund. A non-endowed discretionary fund of the Faribault Foundation. Donations into this fund from community members make our microgrant program possible! Financial support for this fund is always appreciated. Appropriate tax receipts are provided to donors.

Friday School Night Open Gym representatives are invited to participate in the Faribault Foundation's grant award ceremony on Saturday June 14th, 2025, at 12:30 in Central Park as part of the Heritage Days Celebration. Photos will be taken during a group presentation on stage. Please RSVP so we may prepare a "large check" for your organization and the photo op.

After the completion of your project or as it is underway, please submit photos for our use. When you promote these projects, please mention Faribault Foundation as a supporter. Tagging the Faribault Foundation in any online social media posts related to your projects is encouraged.

Finally, a summary of your project is due to us by Friday November 14th, 2025. Failure to submit information may make your organization ineligible for future grants. If you need to extend this due date, please contact me.

Sincerely,

Laura M. Bock
Executive Director
Faribault Foundation
laurabock@faribaultfoundation.org
507-805-8800



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, CED Director
MEETING DATE: June 10, 2025
SUBJECT: Resolution 2025-161 Approve Early Construction Agreement for MAB Second Addition

Background:

On May 27, 2025, the Faribault City Council approved Resolution 2025-137, which approved the preliminary and final plats of MAB SECOND ADDITION. Malecha Properties, LLC (the "Developer") and the City must coordinate final refinements to the plat and related agreements before recording the documents with Rice County. Due to unique construction scheduling issues, the Developer desires to start limited construction before recording the final plat and related agreements with Rice County. The attached Resolution 2025-161 approves an early construction agreement. City Staff believes the final plat and development agreement will be refined and recorded by late June.

Recommendation:

Approve Resolution 2025-161 Approve Early Construction Agreement for MAB Second Addition.

Attachments:

1. Resolution 2025-161

CITY OF FARIBAULT

RESOLUTION #2025-161

APPROVE EARLY CONSTRUCTION AGREEMENT FOR MAB SECOND ADDITION

WHEREAS, the Faribault City Council, on May 27, 2025, approved Resolution 2025-137: Approving the Preliminary Plat and Final Plat of MAB SECOND ADDITION; and

WHEREAS, Malecha Properties LLC (the "Developer"), and the City must coordinate final refinements to the plat and related agreements before recording the documents with Rice County; and

WHEREAS, due to unique construction scheduling issues, the Developer desires to start limited construction before recording the final plat and related agreements with Rice County; and

WHEREAS, the City, in consultation with the Developer, prepared the Early Construction Agreement (attached as Exhibit 1 to this Resolution); and

WHEREAS, the Faribault City Council acknowledges that the Early Construction Agreement is in a draft form that may require limited revisions before the execution and recording of the Agreement; and

WHEREAS, the City Council finds that it may issue permits for Early Construction if the Early Construction conforms to the current zoning requirements, subdivision requirements, and the provisions of the Early Construction Agreement; and

WHEREAS, the Developer is ready and able to proceed with Early Construction at the Developer's sole risk.

NOW, THEREFORE BE IT RESOLVED, that Faribault City Council hereby approves the Early Construction Agreement included in Exhibit 1 of this Resolution, and hereby authorizes City Staff and the City's Consultants to make limited revisions to the Agreement as may be necessary to finalize the Agreement.

ALSO, BE IT RESOLVED, that the Faribault City Council hereby authorizes the Mayor and City Administrator to sign the Early Construction Agreement.

Date Adopted: June 10, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT 1

EARLY CONSTRUCTION AGREEMENT MAB SECOND ADDITION

THIS EARLY CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this _____ day of June, 2025, is by and between the CITY OF FARIBAULT, a Minnesota municipal corporation (the "City"), and Malecha Properties LLC, a Minnesota Limited Liability Company (the "Developer"). This Agreement refers to the City and the Developer individually as a "Party" and collectively as the "Parties".

RECITALS

- A. On May 27, 2025, the Faribault City Council approved Resolution 2025-137, Approve the Preliminary and Final Plats of MAB SECOND ADDITION (the "Property"), legally described in EXHIBIT A of this Agreement and graphically depicted in EXHIBIT B.
- B. Per Resolution 2025-137, the Developer and the City must coordinate final refinements to the plat and related agreements before recording the documents with Rice County.
- C. Due to unique construction scheduling issues, the Developer desires to start construction on the Property before recording the plat and related documents with Rice County (the "Early Construction").
- D. The City Council finds that the City may issue permits for the Early Construction if the Early Construction conforms to the current zoning requirements, the subdivision requirements of the City, and the provisions of this Agreement, except as otherwise allowed by this Agreement.
- E. The Developer is ready and able to proceed with the Early Construction at the Developer's sole risk.

TERMS OF THE EARLY CONSTRUCTION AGREEMENT

Based on the recitals in this Agreement and each Party's promises outlined in this Agreement, the Parties mutually agree to the following.

ARTICLE ONE GENERAL PROVISIONS

- 1.01. Incorporation of Recitals and Exhibits.** This Agreement incorporates the recitals and exhibits in this Agreement as fully part of this Agreement.
- 1.02. Early Construction at the Sole Risk of the Developer.** All Early Construction as defined by this Agreement is at the sole risk of the Developer, including but not limited to any risk arising from completing and recording the plat and related agreements.

ARTICLE TWO REPRESENTATIONS AND WARRANTIES

- 2.01 City Representations and Warranties.** The City makes the following representations related to its obligations in this Agreement:
- A. The City is a municipal corporation under the laws of Minnesota.
 - B. The City has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement.
- 2.02. Developer's Representations and Warranties.** The Developer makes the following representations related to its obligations in this Agreement:
- A. The Developer is a Minnesota Limited Liability Company.
 - B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the individual who executes this Agreement is duly authorized to sign on behalf of the Developer and bind the Developer to this Agreement.
 - C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound, which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree that would prohibit the Developer's execution, performance, or transactions provided for in this Agreement.

- D. The Developer has complied with and will continue to comply with all applicable federal, state, and local statutes, laws, ordinances, and regulations, including any permits, licenses, and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property and the Early Construction. The Developer is not aware of any pending or threatened claim of any such violation. Including the above, the Developer expressly acknowledges and agrees that it has and must at all times comply with every provision of the City's subdivision, zoning, and other related municipal code regulations, except as otherwise allowed by this Agreement.
- E. There is no suit, action, arbitration, legal or administrative proceeding, or other proceeding or governmental investigation pending or threatened against or affecting the Developer or the Property. The Developer is not in default for any order, writ, injunction, or decree of any federal, state, local or foreign court, department, agency, or instrumentality.
- F. The Developer must not make any untrue or misleading statement of material fact or omit any material fact to this Agreement or any written document that the Developer, or anyone on behalf of the Developer, will furnish.
- G. The Developer has sufficient funds or has obtained a commitment to finance the Early Construction and other work that the Developer may undertake in conjunction with this Agreement.

ARTICLE THREE EARLY CONSTRUCTION

3.01. Extent of Early Construction Work. Per the applicable provisions in this Agreement, the Developer may request, and the City may issue, permits for Early Construction before recording the plat of MAB SECOND ADDITION. The extent of the Early Construction is limited to the following as generally depicted in EXHIBIT C:

- A. Construction staging;
- B. Installation of construction limits and wetland protection

measures;

- C. Erosion control measures;
- D. Rough site grading;
- E. Rough stormwater improvements;
- F. General utility work;
- G. Construction of the building pad; and
- H. Footing and foundation work.

3.02. Additional Early Construction Work. The City may allow additional work not described in Section 3.01 of this Agreement if requested by the Developer and approved in writing by the City.

3.03. Required Permits and Fees. The Developer must obtain and pay for all required permits from all applicable authorities before conducting the Early Construction work.

ARTICLE FOUR ADDITIONAL PROVISIONS

4.01. Duration of this Agreement. This Agreement will go into effect at the time the Parties sign this Agreement. This Agreement will automatically terminate when the Parties record the plat and development agreement for MAB SECOND ADDITION. Alternatively, this Agreement will terminate when the Parties mutually agree to terminate this Agreement.

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

- A. City Access. The Developer grants the City, its agents, employees, officials, and contractors a non-revocable license to enter the Property to perform all work, testing, and inspections deemed appropriate by the City related to the Early Construction and the Property.
- B. Parking and Storage. The Developer must provide adequate parking and storage area for workers, equipment, construction

materials, or other items associated with the Early Construction. Parking, storage, and staging must occur on the Property unless approved otherwise by the City.

- 4.03. Indemnification.** The City, its officials, agents, and employees are not liable or responsible to the Developer, the Developer's successors or assigns, the Developer's contractors or subcontractors, material suppliers, laborers, or any other person for any claim, demand, damage, or cause of action or character arising out of or because of the execution of this Agreement or the performance and completion of this Agreement. The Developer and the Developer's successors or assigns agree to protect, defend and save the City and its officials, agents, and employees harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorney fees, consulting engineering services, and other technical, administrative or professional assistance. This Agreement does not waive or limit immunity or limitation on liability that Minnesota Statutes, Chapter 466, or other applicable laws entitle to the City.
- 4.04. Work Stoppage.** If the Developer stops any portion of the Early Construction, the Developer must maintain the Property to a condition approved by the City to protect the health, safety, and welfare of the public. If construction is abandoned or is to be permanently discontinued, the City may require the Developer to remove the improvements and restore any disturbed areas in accordance with City Ordinance requirements.
- 4.05. City Responsibilities.** All covenants, stipulations, promises, agreements, and obligations of the City contained in this Agreement are the covenants, stipulations, promises, agreements, and obligations of the City and not of any governing body member, officer, agent, servant, or employee of the City in an individual capacity.
- 4.06. Interpretation.** Any interpretation of this Agreement must be consistent with the laws of the state of Minnesota.
- 4.07. Entire Agreement.** This Agreement constitutes the entire agreement among the Parties regarding Early Construction permits. It supersedes and replaces any previous verbal or written agreements among or between the Parties related to Early Construction before the Parties

record the plat and development agreement with the Developer for MAB SECOND ADDITION.

4.08. Breach of this Agreement. If a breach of this Agreement occurs, the breaching Party agrees that it shall pay the non-breaching Party reasonable attorney fees and other expenses incurred by the non-breaching Party and its employees for the performance or observance of any obligation or agreement of the breaching Party under this Agreement.

4.09. Notices and Demands. A Party must provide in-person or deliver via registered, certified, postage prepaid, or return receipt requested mail, all notices, demands, or other communications to the other Party. Email provides sufficient communication only if the receiving Party acknowledges in writing (or via email) having received the communication. Contact information for the Parties is as follows:

A. The Developer: Malecha Properties LLC.
 23227 Bagley Avenue
 Faribault, MN 55021
 Attn: William Malecha
 Email: _____

B. The City: City of Faribault
 208 NW 1st Avenue
 Faribault, MN 55021
 Attn: Tim Murray, City Administrator
 Email: tmurray@ci.faribault.mn.us

 With a copy to: Kennedy & Graven, Chartered
 Fifth Street Towers, Suite 700
 150 South Fifth Street
 Minneapolis, MN 55402
 Attn: Scott Riggs
 Email: sriggs@Kennedy-Graven.com

or at such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Agreement.

The Parties have executed this Agreement on the date written above.

CITY OF FARIBAULT

By: _____
Thomas J. Spooner, Mayor

By: _____
Jessica L. Kinser, City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Thomas J. Spooner and Jessica L. Kinser, the Mayor and City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

Malecha Properties LLC.

By: _____

William Malecha, Chief Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by William Malecha, Chief Manager, Malecha Properties LLC, a Minnesota Limited Liability Company.

Notary Public

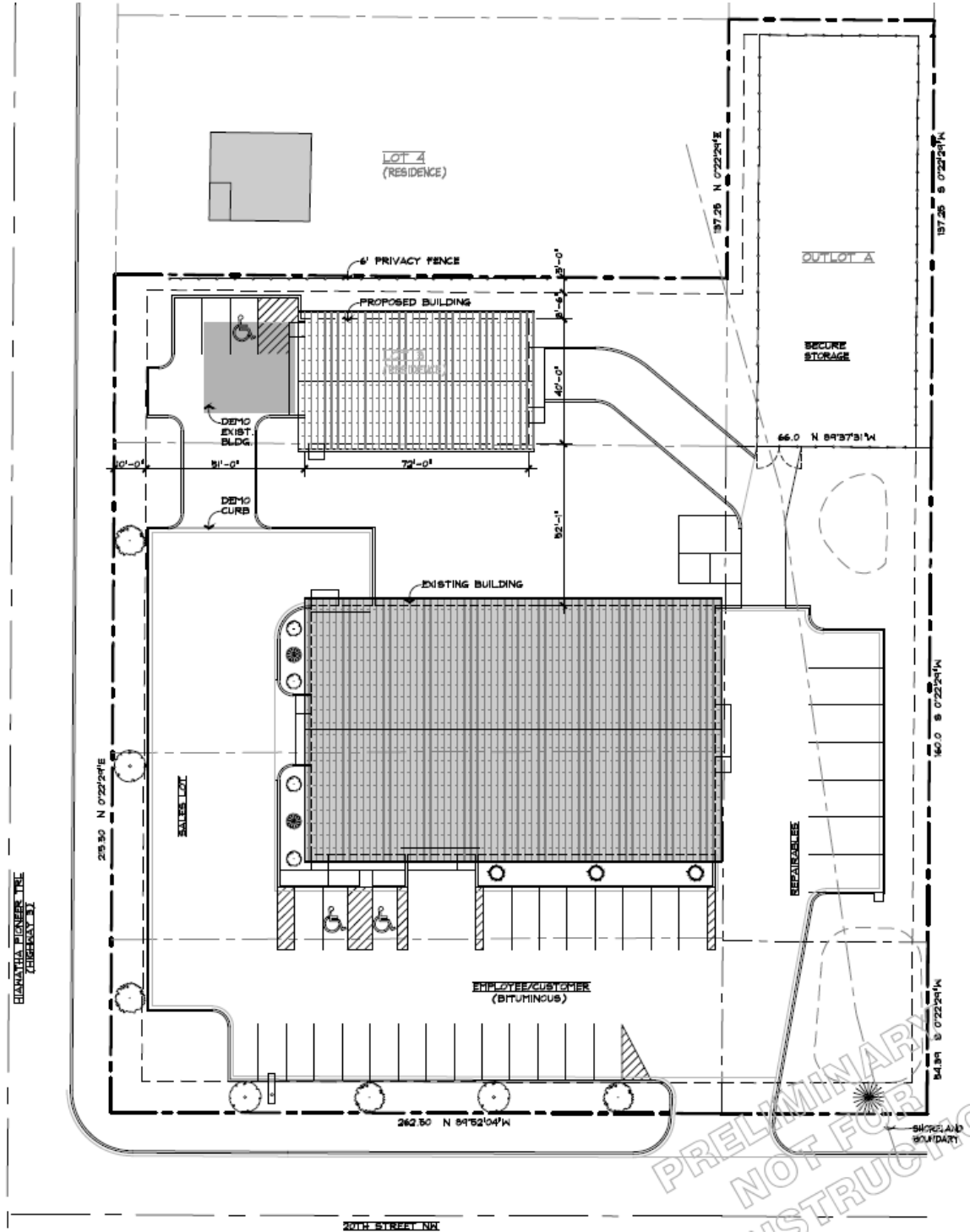
This document drafted by:

KENNEDY & GRAVEN, CHARTERED
Attn: Scott Riggs
Fifth Street Towers, Suite 700
150 South Fifth Street
Minneapolis, MN 55402

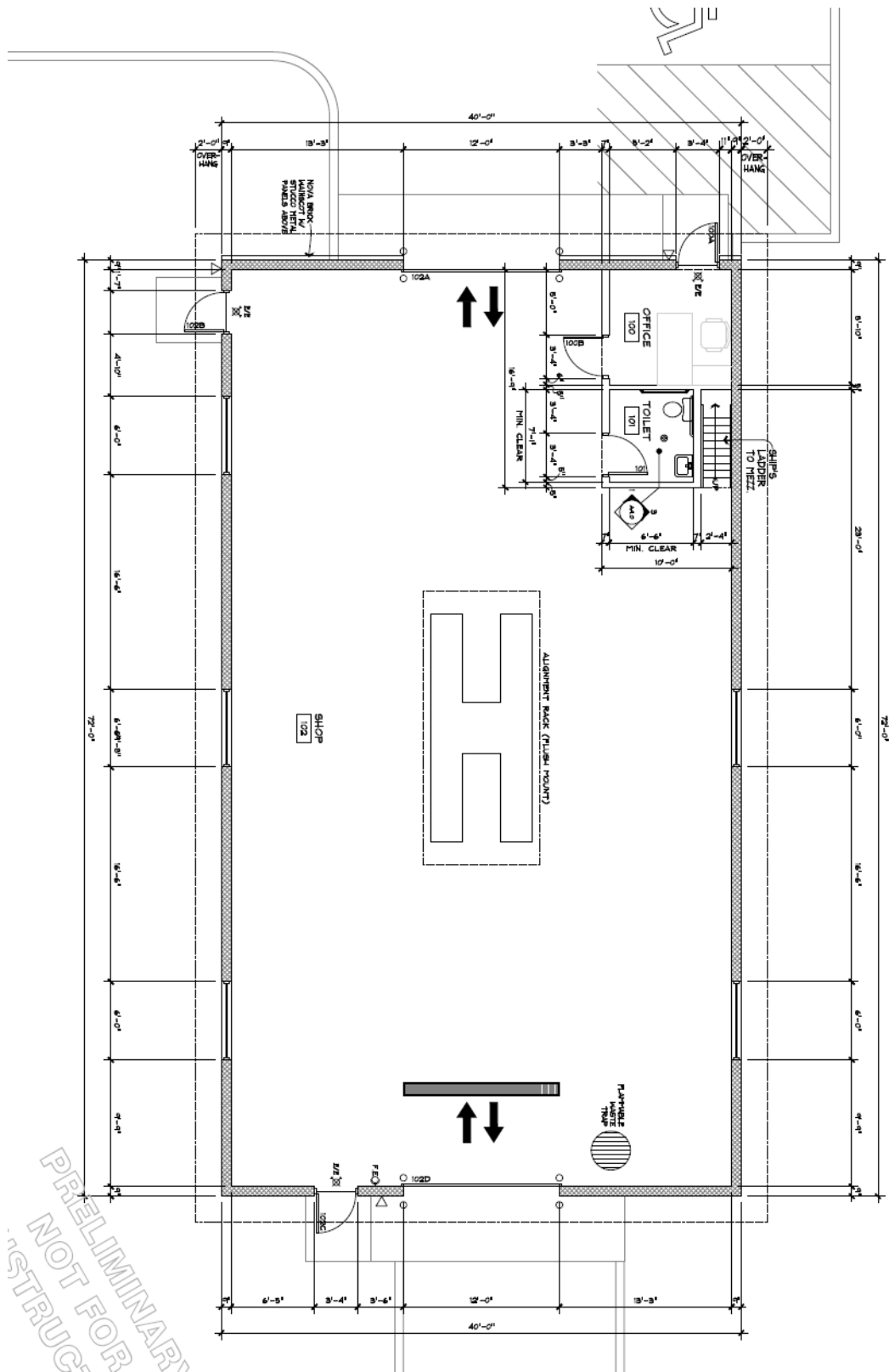
EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Lot 1, Block 1, MAB ADDITION, AND ALSO, Lot 3 Block 1, 218 ADDITION, Rice County, Minnesota. according to the plat thereof, on file and of record in the office of the County Recorder, Rice County, Minnesota.

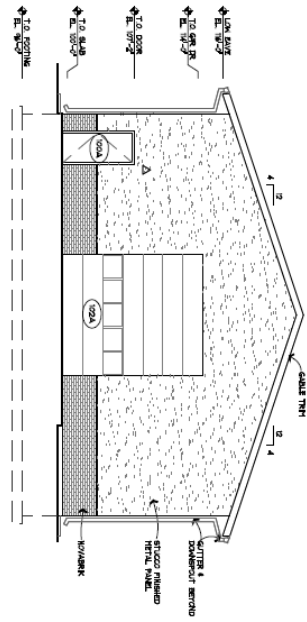
EXHIBIT C GENERAL DEPICTION OF THE EARLY CONSTRUCTION



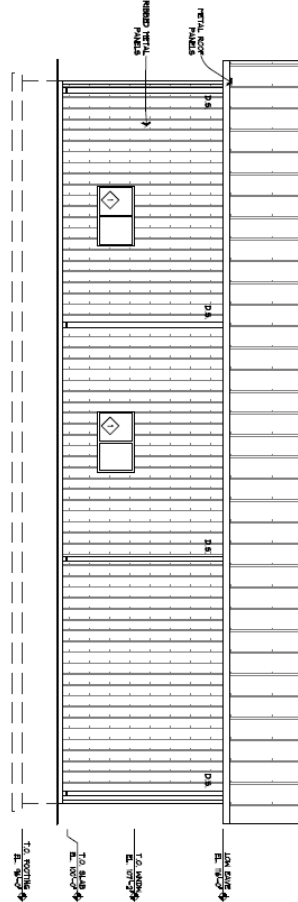
C-1



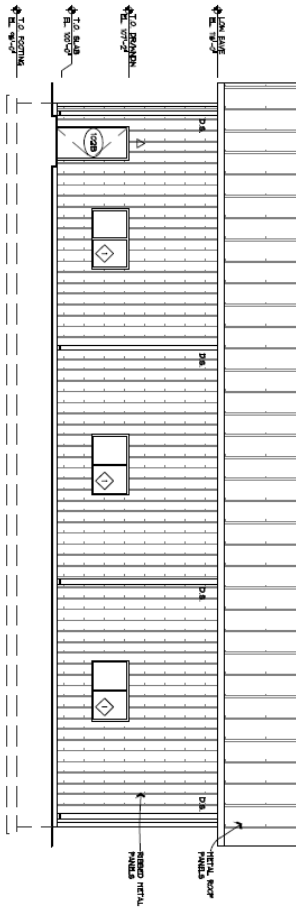
C-2



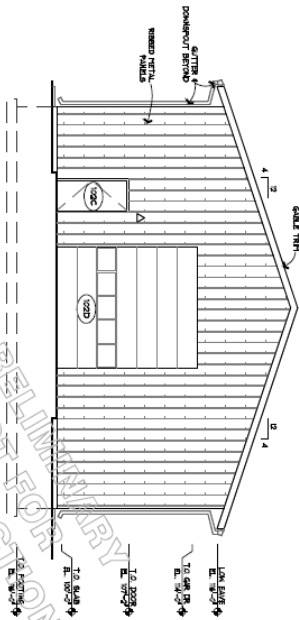
1 WEST ELEVATION
SCALE: 3/16" = 1'-0"



2 NORTH ELEVATION
SCALE: 3/16" = 1'-0"



3 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"



4 EAST ELEVATION
SCALE: 3/16" = 1'-0"



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Mark DuChene, Director of Engineering (City Engineer)
MEETING DATE: June 10, 2025
SUBJECT: Ordinance 2025-06 Dedication of Public Right of Way Along Grant Street (Second Reading)

Background:

At the previous City Council meeting on May 27, 2025, City Council approved the first reading of Ordinance 2025-06. Since that time, Staff did not make any changes to the Ordinance and no comments have been received.

Recommendation:

Approve Ordinance 2025-06 on second reading.

Attachments:

1. 2025-06 Dedication of Public Right-of-Way on Grant Street

CITY OF FARIBAULT
ORDINANCE No. 2025-06
DEDICATION OF PUBLIC RIGHT OF WAY ALONG GRANT STREET

WHEREAS, the City of Faribault acquired property at 422 Park Avenue on August 10, 2023, as shown and described on the Trustee's Deed from Jeffrey T. Jandro and Michelle G. Creasman, as Trustee(s) of the Gail L. Jandro Revocable Trust Agreement Dated December 13, 2018 to the City of Faribault and recorded in the office of the Rice County Recorder as Document No. 761930, and legally described on Exhibit A, and;

WHEREAS, the City obtained the property for the purposes of the relocation of Grant Avenue, and;

WHEREAS, the City of Faribault has determined the portion of the property that is required to be dedicated as right-of-way as shown on the attached Exhibit B and described in Exhibit C.

WHEREAS, the City Council finds that the dedication of the property owned by the City of Faribault as public right-of-way as shown on the attached Exhibit B and described in Exhibit C, is in the best interest of the City.

THE CITY OF FARIBAULT ORDAINS:

Section 1. Property currently owned by the City of Faribault as shown on the attached Exhibit B and described on Exhibit C, is hereby dedicated as public right-of-way.

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

First Reading: May 27, 2025

Second Reading: June 10, 2025

Publication Date: June 14, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A

Parcel Legal Description

That part of Lots 18, 19 and 20, Block 3, FAIR PARK ADDITION, Rice County, Minnesota, Beginning at the Northeast corner of said Lot 18, Block 3, FAIR PARK ADDITION; thence South 00°07'33" East (assumed bearing) along the east line of said Lot 18 and 19, Block 3, FAIR PARK ADDITION, 74.78 feet; thence South 38°38' 35" West 38.91 feet; thence South 89°05'30" West 141 .52 feet to a point in the west line of said Lot 20, Block 3, FAIR PARK ADDITION; thence North 00°07' 33" West along the west line of said Lots 18, 19 and 20, Block 3, FAIR PARK ADDITION, 107 .46 feet to the northwest corner of said Lot 18; thence South 89°59'02" East along the north line of said Lot 18, 165.88 feet to the point of beginning, and there terminating.

EXHIBIT B

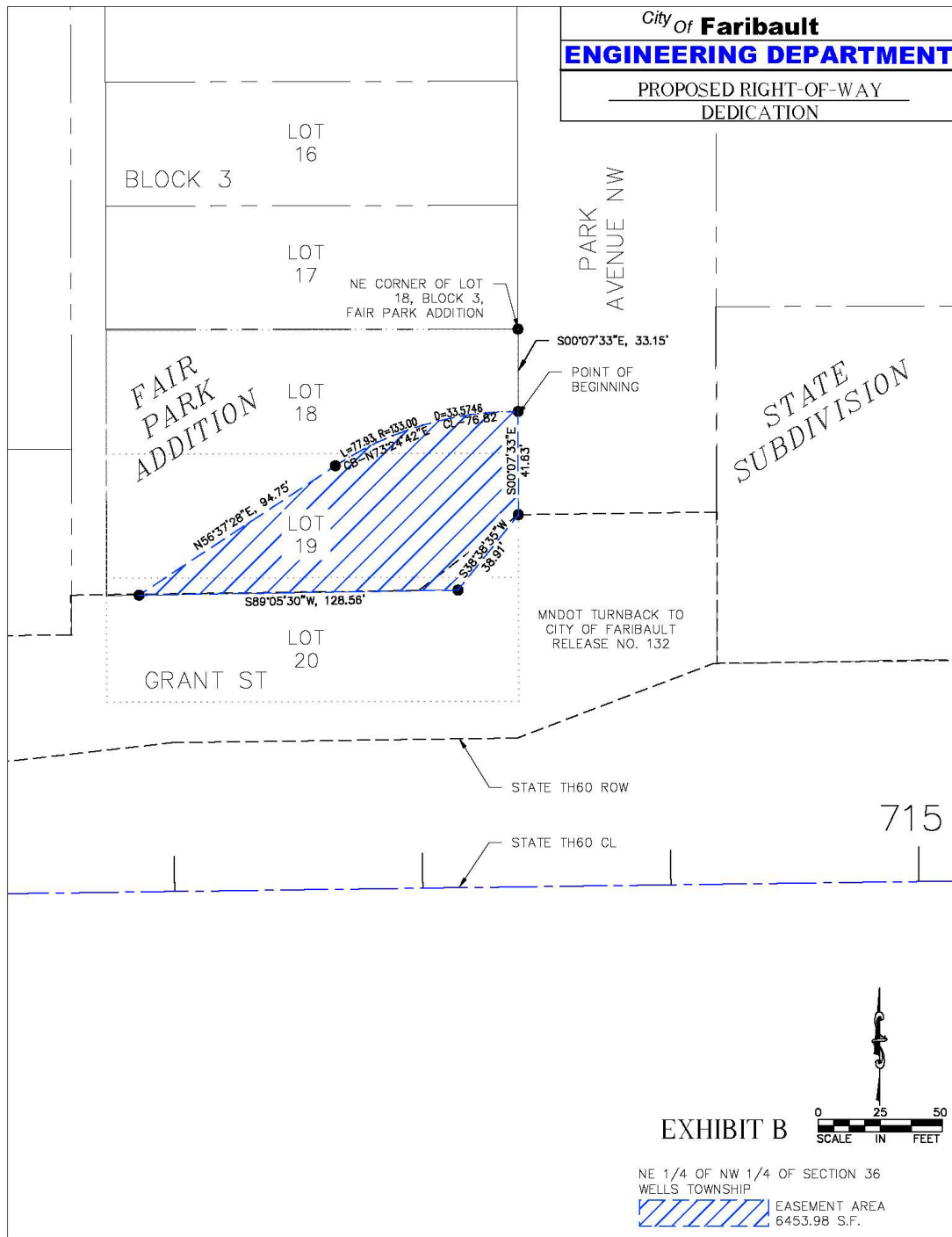


EXHIBIT C

Legal Description for area to be dedicated as Right of Way:

NE 1/4 OF NW 1/4 OF SECTION 36
WELLS TOWNSHIP

City Of **Faribault**

ENGINEERING DEPARTMENT

PROPOSED RIGHT-OF-WAY
DEDICATION

EXHIBIT C

PERMANENT RIGHT-OF-WAY DEDICATION DESCRIPTION:

A PERMANENT RIGHT-OF-WAY DEDICATION OVER, ACROSS, ON, UNDER, AND THROUGH LOTS 18,19, AND 20, BLOCK 3, FAIR PARK ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, RICE COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 18, BLOCK 3, FAIR PARK ADDITION, RICE COUNTY, MINNESOTA; THENCE SOUTH 00 DEGREES 07 MINUTES 33 SECONDS EAST A DISTANCE OF 33.15 FEET TO A TRUE POINT OF BEGINNING OF THE DESCRIBED RIGHT-OF-WAY DEDICATION; THENCE SOUTH 00 DEGREES 07 MINUTES 33 SECONDS EAST A DISTANCE OF 41.63 FEET; THENCE SOUTH 38 DEGREES 38 SECONDS 35 MINUTES A DISTANCE OF 38.91 FEET; THENCE SOUTH 89 DEGREES 05 MINUTES 30 SECONDS A DISTANCE OF 128.56 FEET; THENCE NORTH 56 DEGREES 37 MINUTES 28 SECONDS EAST A DISTANCE OF 94.75 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE SOUTHEASTERLY (CURVE DATA: RADIUS = 133.00 FEET; DELTA ANGLE = 33 DEGREES 57 MINUTES 46 SECONDS; CHORD BEARING AND DISTANCE = NORTH 73 DEGREES 24 MINUTES 42 SECONDS EAST, 76.82 FEET) AN ARC DISTANCE OF 77.93 FEET BACK TO THE POINT OF BEGINNING.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Mark DuChene, Director of Engineering (City Engineer)
MEETING DATE: June 10, 2025
SUBJECT: Approve Summary Publication for Ordinance 2025-06

Background:

Ordinance 2025-06 will take effect on the date of its publication in the official newspaper of the City of Faribault. Instead of publishing the entire ordinance, the Faribault City Charter allows the City Council, with a five-sevenths vote, to approve a summary publication of the ordinance that informs the public of the ordinance's title, intent, and effect. The summary must also state that the complete text of the ordinance is on file at the city administrator's office. Refer to the attached summary publication of Ordinance 2025-06.

Recommendation:

Approve Summary Publication of Ordinance 2025-06 (Requires 5/7 vote)

Attachments:

1. Ordinance 2025-06 Summary Publication

Summary Publication

CITY OF FARIBAULT ORDINANCE No. 2025-06

DEDICATION OF PUBLIC RIGHT OF WAY ALONG GRANT STREET

On June 10, 2025, the Faribault City Council adopted Ordinance 2025-06 dedicating public right of way along Grant Street. A complete copy of the ordinance is available for public review during regular business hours at City Hall, 208 1st Avenue NW, Faribault, Minnesota.

First Reading: May 27, 2025
Second Reading: June 10, 2025
Publication: June 14, 2025



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, CED Director
MEETING DATE: June 10, 2025
SUBJECT: Resolution 2025-155 Approve Purchase and Development Agreement for Property Described as Lot 1, Block 2, Riverchase Addition

Background:

Since 2022, the City has actively pursued the sale of its property south of the viaduct. In 2022, Riverchase Faribault LLC purchased Lot 1, Block 1, RIVERCHASE ADDITION, and constructed a 77-unit market-rate apartment building. However, Lot 1, Block 2, RIVERCHASE ADDITION, a 2.69-acre parcel, is still owned by the City and remains undeveloped.

Starting in 2022, the City has entered into Preliminary Purchase Agreements with two separate developers to sell the remaining 2.69-acre parcel. However, the developers did not move forward in a timely manner to secure the purchase of the parcel, and the Preliminary Purchase Agreements expired.

Given the success of the existing Riverchase Apartments, Hamilton Real Estate (Riverchase Faribault LLC) is interested in purchasing the undeveloped 2.69-acre parcel to develop a 76-unit market-rate apartment building similar to the existing Riverchase apartment building (see the attached concept plan). The City has an asking price of \$254,000 for the parcel, which Hamilton Real Estate is willing to pay, contingent upon the creation of an Economic Development Tax Increment Finance (TIF) District similar to the one associated with the existing Riverchase apartment building.

It is in the public's interest to sell the City's 2.69-acre parcel this year and promote the development of the property as soon as possible. If feasible, Hamilton Real Estate intends to purchase the property and start construction this fall. To that end, City staff prepared a draft Purchase and Development Agreement for City Council consideration. Resolution 2025-155 authorizes City Staff to work with Hamilton Real Estate to finalize the Agreement.

Recommendation:

Approve Resolution 2025-155.

Attachments:

1. Resolution 2025-155
2. Concept Sketch of Proposed Riverchase II Apartment Building

CITY OF FARIBAULT

RESOLUTION #2025-155

APPROVE PURCHASE AND DEVELOPMENT AGREEMENT FOR PROPERTY DESCRIBED AS LOT 1, BLOCK 2, RIVERCHASE ADDITION

WHEREAS, the City of Faribault, a Minnesota municipal corporation (the "City"), and Riverchase Faribault LLC, a limited liability company (the "Developer") are jointly involved in developing property legally described as Lot 1, Block 2, RIVERCHASE ADDITION (the "Property"); and

WHEREAS, a Purchase and Development Agreement (the "Agreement") providing for the terms and conditions for the conveyance and development of the Property has been prepared, with such Agreement being as set forth in Exhibit A and incorporated into and made a part of this Resolution; and

WHEREAS, the City desires to enter into the Agreement to further facilitate development and conveyance from the City to the Developer of the Property and deems such development and conveyance to be in the public's interest; and

WHEREAS, the City has followed applicable statutory, charter and code provisions and the City finds that entering into the Agreement regarding the Property will fulfill the objectives, goals and mission of the City.

NOW, THEREFORE BE IT RESOLVED, that the recitals set forth in this Resolution are incorporated into and made a part of this Resolution.

ALSO, BE IT RESOLVED, that the Agreement is approved in substantially the form presented to the City Council on this date, subject to modifications that do not materially alter the City's rights and obligations under the Agreement and that are approved by the City's Mayor and City Administrator, which approvals shall be conclusively evidenced by execution of the Agreement.

ALSO, BE IT RESOLVED, that the Mayor and the City Administrator of the City are hereby authorized and directed to execute all appropriate documents and additional agreements, including but not limited to the Agreement, to effectuate and implement the approvals contemplated by this Resolution.

ALSO, BE IT RESOLVED, that the Mayor, City Administrator, staff and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution.

Date Adopted: June 10, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A

PURCHASE AND DEVELOPMENT AGREEMENT FOR PROPERTY DESCRIBED AS LOT 1, BLOCK 2, RIVERCHASE ADDITION

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DRAFT

**PURCHASE AND DEVELOPMENT AGREEMENT FOR
LOT 1, BLOCK 2, RIVERCHASE ADDITION**

THIS PURCHASE AND DEVELOPMENT AGREEMENT (this "Agreement") is made this _____ day of _____, 2025, by and between the City of Faribault, a Minnesota municipal corporation (the "City"), and Riverchase Faribault II LLC, a limited liability company under the laws of Minnesota (the "Developer"), together with the City (the "Parties") or each a ("Party").

RECITALS

- A. The City is the fee owner of certain real estate located in the city of Faribault, Rice County, Minnesota (the "Property"), legally described in *EXHIBIT A*.
- B. The City platted the Property as part of RIVERCHASE ADDITION (the "Plat"), approved in Resolution No. 2022-153, adopted by the Faribault City Council on July 26, 2022 (the "Authorizing Resolution"). The City Council zoned the Property Central Business District (CBD) per Ordinance 2022-24, approved by the Faribault City Council on August 10, 2022. Said Ordinance and the Authorizing Resolution (collectively the "City Approvals") are incorporated into this Agreement as if fully set forth herein.
- C. The Developer intends to purchase the Property for the purpose of developing a roughly 76-unit apartment building and related site improvements (the "Project") as generally shown in *EXHIBIT B*, and the City intends to sell the Property in accordance with the terms of this Agreement.
- D. The sale of the Property is based on the Developer's express agreement to fulfill the terms of this Agreement.

TERMS OF THIS AGREEMENT

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

ARTICLE ONE

GENERAL PROVISIONS

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

ARTICLE TWO

REPRESENTATIONS AND WARRANTIES

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

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

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

- A. The Developer is a limited liability corporation under the laws of Minnesota.
- B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the individual who executes this Agreement is duly authorized to sign on behalf of the Developer and bind the Developer to this Agreement.
- C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound, which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree that would prohibit the Developer's execution, performance, or transactions provided for in this Agreement.
- D. The Developer has complied with and will continue to comply with all applicable federal, state, and local statutes, laws, ordinances, and regulations, including any permits, licenses, and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the

Property and the Public Improvements. The Developer is not aware of any pending or threatened claim of any such violation. Including the above, the Developer expressly acknowledges and agrees that it has and must at all times comply with every provision of the City's subdivision, zoning, and other related municipal code regulations.

- E. There is no suit, action, arbitration, legal or administrative proceeding, or other proceeding or governmental investigation pending or threatened against or affecting the Developer or the Property. The Developer is not in default for any order, writ, injunction, or decree of any federal, state, local or foreign court, department, agency, or instrumentality.
- F. The Developer must not make any untrue or misleading statement of material fact or omit any material fact to this Agreement or any written document that the Developer, or anyone on behalf of the Developer, will furnish.
- G. The Developer has sufficient funds or has obtained a commitment to finance the purchase of the Property and to undertake the Project outlined in this Agreement.

ARTICLE THREE CONSTRUCTION OF IMPROVEMENTS

3.01. Public Improvements. The Parties acknowledge that the City previously constructed the streets, municipal utilities, and stormwater management facilities necessary to serve the Property (the "Public Improvements"). The Developer is not responsible for the original construction costs associated with the existing Public Improvements. However, the Developer is responsible for all modifications to the Public Improvements as needed to develop the Project. The following outlines the responsibilities of the Parties related to the Public Improvements:

- A. **Streets.** The City constructed the existing public streets that serve and are adjacent to the Property. The Developer is responsible for all Project-related modifications to the streets, including, but not limited to, curb cuts for the Project's driveways, street repairs due to utility connections, and similar Project-related actions.
- B. **Municipal Utilities.** Municipal water and sanitary sewer services to the Property are available in the Riverchase Court and Willow Street right-of-ways. The Developer is responsible for all costs associated with connecting its private utility lines to the existing

municipal utilities in a manner acceptable to the City.

- C. Stormwater Management Facilities. The City constructed regional stormwater management facilities that can accommodate the Property's stormwater runoff. The Developer is not required to provide onsite stormwater storage, but must connect its private stormwater runoff to the existing regional stormwater management facilities in a manner acceptable to the City.

3.02. Private Improvements. The Developer acknowledges that, in addition to the requirements of this Agreement, the construction of the Project's private improvements requires compliance with and approval from the City and possibly other governmental agencies. The Developer agrees to submit all necessary applications and pursue to their conclusion all other required approvals before constructing the Project's private improvements. The Developer's responsibilities related to the Project's private improvements include the following:

- A. Site Grading. The Developer must grade the Property at its sole expense and in accordance with a City-approved grading plan. The Developer must provide the City with an as-built grading plan upon completion of the final grading before the City will issue a certificate of occupancy.
- B. Storm Water Pollution Prevention Plan (SWPPP). The Developer is responsible for erosion and sediment control associated with the Project and Property as follows:
 - 1. Provide erosion and sediment control per the requirements of the City's Code of Ordinances (in particular Chapter 28, Article VII and Appendix B, Section 15-300) and the Minnesota Pollution Control Agency (MPCA) National Pollutant Discharge Elimination System (NPDES) General Stormwater Permit for Construction Activity requirement.
 - 2. Address, to the City Engineer's satisfaction, failed erosion control structures (or the apparent need for additional erosion control measures) within twenty-four (24) hours of notification by the City. This Agreement grants the City the right to enter onto the Property to correct any erosion control failures that the Developer fails to correct within the period specified by the City. The Developer must reimburse the City for all erosion control work performed on its behalf.
 - 3. Inspect and, if necessary, clean all catch basins, sumps, and ponding areas of erosion and siltation and restore them to the

original condition at the end of construction within this development. Remove all silt fences and other erosion control structures following the establishment of turf.

- C. Groundcover. The Developer must provide groundcover on the property as follows:
1. Sod all disturbed unpaved areas in the Riverchase Court and Willow Street right-of-ways.
 2. Sod drainage swales and emergency overflow swales as required by the City Engineer.
 3. Sod or seed all other disturbed areas.
 4. Guarantee the survivability of the sodded and seeded areas for one (1) year from the time of installation.
- D. Street and Trail Maintenance. Until the Project is complete, the Developer must promptly remove all debris and soil on the public streets attributable to the Project. If the Project causes street or trail hazards, the Developer must place warning signs to prevent public travel on the streets or trail and direct attention to detours. If a street or trail becomes impassible, the Developer, in consultation with the City, must barricade and close the street or trail.
- E. Damage Responsibilities. The Developer is financially responsible for repairing all damage done to the streets, trail, and public utilities directly related to the Project from the time of construction until the City approves the fully completed Project.
- F. Property Monumentation. The City installed the required permanent property monumentation associated with the Property. The Developer must exercise caution to protect the monumentation during the development of the Property. The Developer is responsible for replacing, at its cost, all damaged or missing monumentation caused by its activities.
- G. Underground Utilities. Per Section 15-380 of Appendix B of the Unified Development Regulations of the City Code of Ordinances, the Developer must serve the Property with underground utilities unless overhead utilities are required, as determined by the City Engineer. The Parties agree that any high-voltage electric transmission lines must be overhead.

- H. Other Governmental Jurisdictions. The Developer must secure all necessary approvals and permits from all applicable federal, state, regional, and local jurisdictions before commencing site grading or construction of the Project. The Developer must also provide copies of all required permits to the City before commencing any work covered under the respective permit.

ARTICLE FOUR CONVEYANCE PROVISIONS

- 4.01. Sale of Property.** As of the date of this Agreement, the City owns the Property. The City will convey title to and possession of the Property to the Developer, subject to all the terms and conditions of this Agreement.
- 4.02. Purchase Price and Provisions for Payment.** The Developer agrees to pay the City two hundred fifty-four thousand dollars (\$254,000.00) in exchange for the conveyance of the Property. The Developer must pay the full purchase by delivery of cash or other funds approved by the City.
- 4.03. Title Examination and Curing Title Defects.** As soon as reasonably possible after execution of this Agreement by the Parties, the Parties agree to the following:
- A. Abstract of Title and Title Insurance. The City must surrender any abstract of title and a copy of any owner's title insurance policy for the Property, if in the City's possession or control, to the Developer or the Developer's designated title service provider.
 - B. Title Evidence. The Developer must obtain the title evidence determined necessary or desirable by the Developer.
 - C. Objections to the Title. Within twenty (20) days after the date on which the Developer exercises the Option, the Developer will have thirty (30) days from the date it receives such title evidence to raise any objections to the title it may have. Objections not made within such time will be deemed waived. The City will have ninety (90) days from the date of such objections to affect a cure. However, the City will have no obligation to cure any objections and may inform the Developer accordingly. The Developer may then elect to close notwithstanding the uncured objections or declare this Agreement null and void. The Parties will thereby be released from any further obligation hereunder.
- 4.04. Conditions of Conveyance.** The City will convey title to and possession of

the Property to the Developer by a quitclaim deed substantially in the form of the deed attached in *EXHIBIT C*. The City's obligation to convey the Property to the Developer is subject to the satisfaction of the following terms and conditions. These conditions are solely for the benefit of the City, and the City may waive or modify them at its discretion as identified herein.

- A. Construction Documents. As soon as reasonably possible, the Developer agrees to submit to the City for review and approval all required construction documents for the Project.
- B. Events of Default. There are no existing uncured events of default under this Agreement.
- C. Execution of this Agreement and its Exhibits. The Parties must execute this Agreement and, as applicable, the attached exhibits. City must surrender any abstract of title and a copy of any owner's title insurance policy for the Property, if in the City's possession or control, to the Developer or the Developer's designated title service provider.
- D. Waiver of Conditions. The Parties must satisfy all the conditions of this Agreement, unless the City waives them, provided that such waiver is given not less than fifteen (15) days prior to the closing of the Property. Either Party may then terminate the Agreement by written notice to the non-waiving Party.
- E. Date to Close on the Property. The closing on the conveyance of the Property from the City to the Developer must occur on the satisfaction of conditions specified herein, but no later than July 10, 2025, or at such date as the Parties hereto may agree in writing. The closing shall occur at City Hall unless the Parties agree in writing to an alternative closing location.
- F. Recording. The deed required hereunder, and all other documents, must be in recordable form and must be promptly recorded in the proper office for recordation of deeds and other instruments pertaining to the Property.
- G. The Developer's Closing Costs. The Developer must pay the following costs at closing:
 - 1. The recording costs for the deed (excluding state deed tax) and costs associated with any additional recordable documents;

2. Title insurance commitment fees and premiums, if any;
3. Outstanding taxes and assessments, if any; and
4. Title company closing fees, if any.

H. The City's Closing Costs. The City must pay the following costs at closing:

1. State deed tax; and
2. Cost of recording any instruments used to clear title encumbrances.

4.05. As-is Condition of the Property. The Developer acknowledges that the City makes no representation or warranties as to the condition of the soils or other environmental conditions on the Property or its fitness for construction of any improvements thereupon or any other purpose for which the Developer may make use of the Property. The Developer further acknowledges that the Property shall be conveyed as-is.

THE DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER IS PURCHASING THE PROPERTY IN RELIANCE ON THE DEVELOPER'S INSPECTION OF THE PROPERTY PURSUANT TO THIS AGREEMENT AND ON THE DEVELOPER'S JUDGEMENT REGARDING THE SUFFICIENCY OF SUCH INSPECTIONS. THE DEVELOPER IS NOT RELYING ON ANY WRITTEN OR ORAL REPRESENTATION, WARRANTIES, OR STATEMENTS THAT THE CITY'S AGENTS HAVE MADE. SUBJECT TO THE DEVELOPER'S RIGHT TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS HEREIN, THE DEVELOPER IS PURCHASING THE PROPERTY IN "AS-IS" CONDITION.

The Developer further agrees that, after the closing, it will indemnify, defend, and hold harmless the City, and its governing body members, officers, and employees, from any claims or actions arising out of the presence, if any, of hazardous wastes or pollutants on the Property.

4.06. No Business Subsidy. The City and Developer hereby acknowledge that the assistance being provided by this Agreement, constitutes assistance for housing, and therefore does not constitute a business subsidy according to Minnesota Statutes, section 116J.993, subd. 3, para. (7).

ARTICLE FIVE ADDITIONAL PROVISIONS

5.01. Plat-related Requirements. The City Council approved the final Plat of

RIVERCHASE ADDITION in Resolution No. 2022-153 on July 26, 2022, subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, state statutes, the City Attorney's plat opinion attached hereto as *EXHIBIT X*, and this Agreement. The City recorded the final Plat with Rice County. The following conditions and terms apply to the final Plat:

- A. Easements. The Developer must provide additional easements, if any, including any additional drainage and utility easements, as required by the City Code and as directed by the City Engineer.
- B. Parkland Dedication Fulfilled. Per Resolution No. 2022-153, the parkland dedication for RIVERCHASE ADDITION is satisfied by the City, consisting of the use of City-retained parcels to be used for recreational trails, parking in support of park and trail uses, and open space. The Developer is not responsible for parkland dedication or cash-in-lieu of parkland dedication.

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

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

5.03. City Attorney's Fees to Enforce the Agreement. If the City brings a suit or action against the Developer to enforce the terms of this Agreement, the

Developer must pay the City's costs and expenses, including attorney fees.

- 5.04. Amendment.** Any amendment to this Agreement must be in writing and signed by the Parties.
- 5.05. Assignment.** The Developer may not assign any of its obligations under this Agreement without the prior written consent of the City.
- 5.06. Agreement to Run with the Land.** The Developer must record this Agreement among the land records of Rice County, Minnesota. This Agreement runs with the Property and binds the Developer and its assigns or successors in interest. Notwithstanding the preceding, no conveyance of the Property or any part of the Property relieves the Developer of its liability for the full performance of this Agreement unless the City releases the Developer in writing.
- 5.07. Representatives Not Individually Liable.** No official, agent, or employee of the City is personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City on any obligation or term of this Agreement.
- 5.08. City Ownership of Public Improvements and Documents.** The Developer expressly acknowledges the City's ownership of the Public Improvements and all easements and other rights in the Property. The City may maintain records of the Developer's reports, drawings, plans, and specifications related to the Project.
- 5.09. Building Permits and Occupancy Permits.** The City issuance of a building permit or an occupancy permit is contingent, in part, on the execution and recording of this Agreement and the City's receipt of any required security and financial assurances. The City will not issue an occupancy permit until the Developer completes the required site grading as approved by the City, installs the curbing and the first lift of bituminous as approved by the City, and has paid all permit fees in full.
- 5.10. Indemnification.** The City, its officials, agents, and employees are not liable or responsible to the Developer, the Developer's successors or assigns, the Developer's contractors or subcontractors, material suppliers, laborers, or any other person for any claim, demand, damage, or cause of action or character arising out of or because of the execution of this Agreement or the performance and completion of this Agreement and the Public Improvements. The Developer and the Developer's successors or assigns agree to protect, defend, and hold the City, and its officials, agents, and employees harmless from all

such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorney fees, consulting engineering services, and other technical, administrative or professional assistance. Nothing in this Agreement constitutes a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466, or otherwise.

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

- A. Reimbursement. The Developer must promptly reimburse the City for any expense incurred by the City.
- B. License for City Action. This Agreement licenses the City to act. The City need not obtain a court order to enter the Property to perform any work on which the Developer defaults.
- C. Special Assessment. The City may levy special assessments against the lots within the Plat to recover its costs for performing any work on which the Developer defaults. For this purpose, the Developer, for itself and its successors and assigns, expressly waives all procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the assessed land. For itself and its successors and assigns, the Developer also waives any appeal rights otherwise available under Minnesota Statutes Section 429.081.

4.08. Miscellaneous Provisions.

- A. Complete Understandings between the Parties. This Agreement and its exhibits constitute the complete and exclusive statement of all mutual understandings between the Parties to this Agreement. This Agreement supersedes all prior or contemporaneous proposals, communications, and understandings, whether oral or written, on the subject matter.
- B. Compliance with Laws and Regulations. The Developer represents to the City that the Project and the development of the Property will comply with all city, county, state, and federal laws and regulations including, but not limited to, subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the Project or the development of the Property does not comply with pertinent laws and regulations, the City may not allow work on

the Property until there is compliance. Upon the City's demand, the Developer shall cease work until there is compliance.

- C. No Third Party Recourse. Third parties shall have no recourse against the City under this Agreement.
- D. Breach of Agreement Terms. Any breach of the terms of this Agreement by the Developer are grounds for denial of building permits, including building permits associated with lots sold to third parties.
- E. Invalidation of a Provision. The provisions of this Agreement and related documents are understood to be valid under applicable law. If a court or other competent jurisdiction invalidates any provision, that provision will be ineffective only to the extent of such invalidity. It will not invalidate the remainder of the provision or the remaining provisions of this Agreement or related documents.
- F. Choice of Law and Venue. This Agreement is governed by and construed per the laws of the state of Minnesota. The state or federal courts in Minnesota will hear all disputes, controversies, or claims arising from this Agreement. All parties to this Agreement waive any objection to the jurisdiction of these courts.
- G. Amendments or Waivers to this Agreement. No failure by any Party to enforce the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any consequent right or remedy to a breach of this Agreement, constitutes a waiver of any such breach of any other covenant, agreement, term, or condition. No such failure implies that any Party may again waive such covenant, agreement, term, or condition.

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

- J. Remedies Not Exclusive. No remedy conferred by any provision of this Agreement is the Party's exclusive remedy. In addition to the rights and remedies in this Agreement, the Parties will have all other rights and remedies provided to them

by applicable law, rule, exception, or other agreement.

- K. Disclaimer of Relationships. The Developer or any third party must not deem or construe this Agreement or any act by the City or the Developer to create any relationship of a third party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.
- L. Counterparts. The Parties to this Agreement may execute in any counterparts, each of which shall constitute the same instrument.
- M. Changes in Official Controls. For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls will apply to or affect the use, development density, lot size, lot layout, or dedications of the approved plat unless required by state or federal law or agreed to in writing by the Developer and the City. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting, or dedication requirements enacted after the date of this contract.
- N. Other Development Agreements. Any additional development agreements affecting the Property are incorporated in this Agreement by reference as fully included in this Agreement. If any such development agreements and this Agreement are inconsistent, the language of this Agreement will control.
- O. Administration of Data. The City will administer data provided to the Developer or received from the Developer under this Agreement per the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- P. Additional Requirements. The Developer shall satisfy, complete, and abide by all requirements outlined in the Authorizing Resolution, the City Attorney's plat opinion, and all adopted City ordinances and resolutions affecting the Property, all of which are incorporated herein by reference as if fully outlined in this Agreement. In addition, the Developer shall

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

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

- A. As to the Developer: Riverchase Faribault II LLC
c/o Hamilton Real Estate Group
4057 28th Street NW, Suite 200
Rochester, MN 55901
Attn: Mac Hamilton
- B. As to the City: City of Faribault
208 NW First Avenue
Faribault, MN 55021-5105
Attn: City Administrator
- C. With a copy to: Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55021-5105
Attn: Scott J. Riggs

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

The remainder of this page is left intentionally blank.

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

CITY OF FARIBAULT

By: _____

Thomas J. Spooner
Mayor

By: _____

Jessica L. Kinser
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Thomas J. Spooner and Jessica L. Kinser, the Mayor and City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of the City.

By: _____

Notary Public

DEVELOPER

RIVERCHASE FARIBAULT II LLC

By: _____

John M. Hamilton

Its Managing Partner

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by John M. Hamilton, the Managing Partner of Riverchase Faribault II LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

This document drafted by:

KENNEDY & GRAVEN, CHARTERED (SJR)
150 South 5th Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

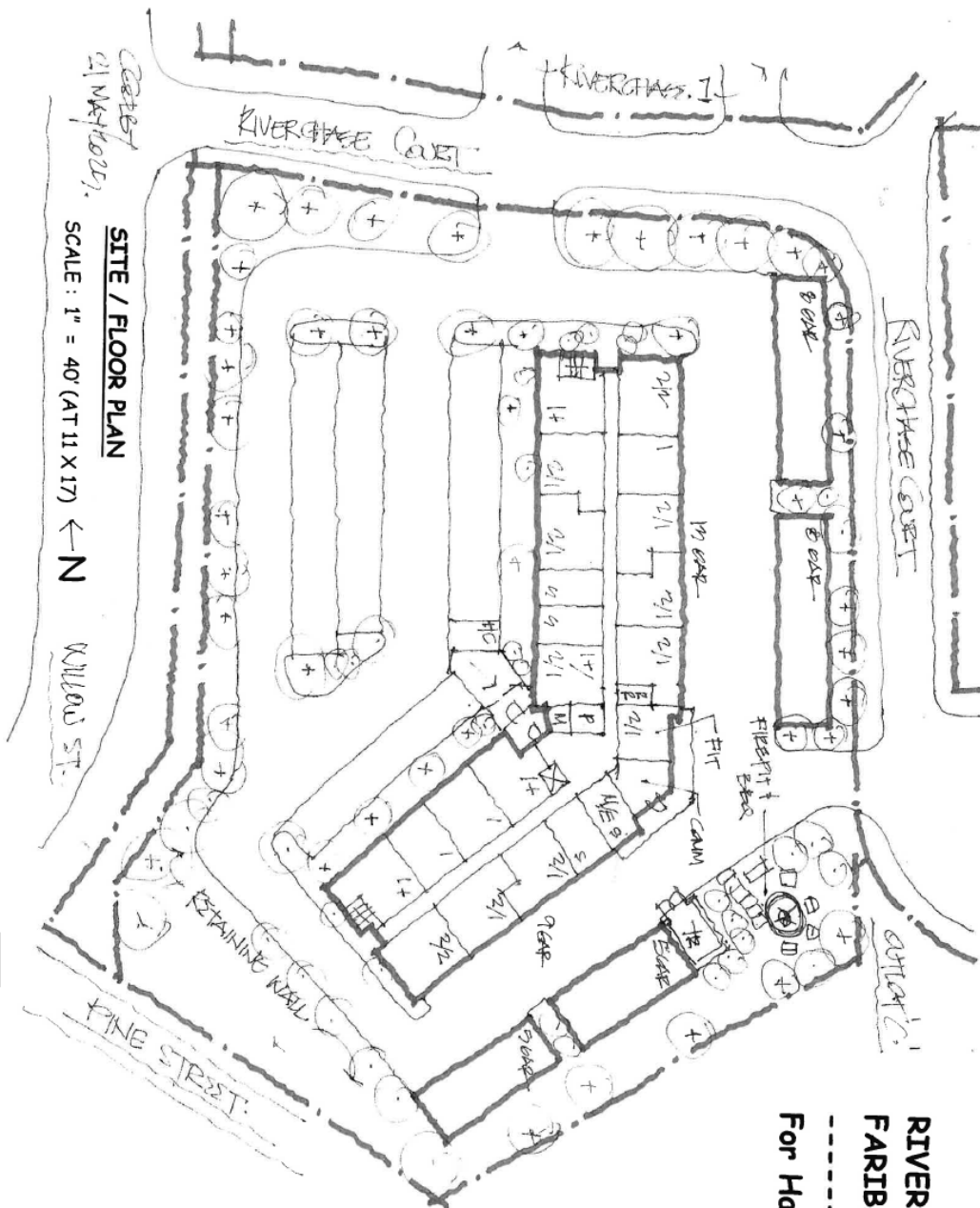
EXHIBIT A
LEGAL DESCRIPTION

Lot 1, Block 2 of RIVERCHASE ADDITION, according to the recorded plat thereof on file and of record in the office of the County Recorder in and for Rice County, Minnesota.

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DRAFT

EXHIBIT B THE PROJECT



**FARIBAULT, MINNESOTA
RIVER CHASE PHASE 2**

For Hamilton Real Estate

PROJECT SUMMARY

FIRST LEVEL:

10 UNITS

- 2 - STUDIO UNITS
- 2 - 1 BR UNITS
- 4 - 1 BR+ UNITS
- 2 - 2 BR/1BA UNITS
- 0 - 2 BR/2BA UNITS

TOTAL FIRST LEVEL : 10 UNITS

LEVELS 2 - 4

22 UNITS PER LEVER

- 4 - STUDIO UNITS
- 4 - 1 BR UNITS
- 3 - 1 BR+ UNITS
- 9 - 2 BR/1BA UNITS
- 2 - 2BR/2BA UNITS

TOTAL LEVELS 2 + 3 + 4 : 76 UNITS

TOTAL APARTMENTS AND UNIT MIX:

- 14 - STUDIO UNITS
14 - 1 BEDROOM UNITS
13 - 1 BEDROOM+ UNITS
29 - 2BR/1BA UNITS (50% 2 BR W/WDW)
6 - 2 BR/2BA UNITS

76 TOTAL UNITS

PARKING SUMMARY

- 22 UNDER BUILDING
53 SURFACE PER PLAN
26 DETACHED (GARAGES)

101 SPACES PER PLAN

**EXHIBIT C
QUITCLAIM DEED**

STATE DEED TAX DUE HEREON: _____

Date: _____, 2025

FOR VALUABLE CONSIDERATION, the City of Faribault, a Minnesota Municipal Corporation (the GRANTOR) hereby quitclaims to Riverchase Faribault II LLC, a Minnesota liability company (the GRANTEE) real property in Rice County, Minnesota, legally described on the attached Exhibit A, together with all hereditaments and appurtenances, easements of record or dedicated in the plat of RIVERCHASE ADDITION, and the Purchase and Development Agreement dated _____, 2025, and recorded contemporaneously with this deed.

CITY OF FARIBAULT

By: _____
Thomas J. Spooner
Mayor

By: _____
Jessica L. Kinser
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Thomas J. Spooner and Jessica L. Kinser, the Mayor and City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation under the laws of the State of Minnesota, on behalf of the municipal corporation, Grantor.

Notary Public

This instrument was drafted by:

Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402

Tax Statements should be sent to:

Riverchase Faribault II LLC
c/o Hamilton Real Estate Group
4057 28th Street NW, Suite 200
Rochester, MN 55901

**EXHIBIT A
LEGAL DESCRIPTION**

Lot 1, Block 2 of RIVERCHASE ADDITION, according to the recorded plat thereof on file and of record in the office of the County Recorder in and for Rice County, Minnesota.

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DRAFT

RIVER CHASE PHASE 2 FARIBAULT, MINNESOTA

For Hamilton Real Estate

PROJECT SUMMARY

FIRST LEVEL :

10 UNITS

- 2 - STUDIO UNITS
- 2 - 1 BR UNITS
- 4 - 1 BR+ UNITS
- 2 - 2 BR/1BA UNITS
- 0 - 2 BR/2BA UNITS

TOTAL FIRST LEVEL : 10 UNITS

LEVELS 2 - 4

22 UNITS PER LEVEL

- 4 - STUDIO UNITS
- 4 - 1 BR UNITS
- 3 - 1 BR+ UNITS
- 9 - 2 BR/1BA UNITS
- 2 - 2BR/2BA UNITS

TOTAL LEVELS 2 + 3 + 4 : 76 UNITS

TOTAL APARTMENTS AND UNIT MIX:

- 14 - STUDIO UNITS
- 14 - 1 BEDROOM UNITS
- 13 - 1 BEDROOM+ UNITS
- 29 - 2BR/1BA UNITS (50% 2 BR W/WDW)
- 6 - 2 BR/2BA UNITS

76 TOTAL UNITS

PARKING SUMMARY

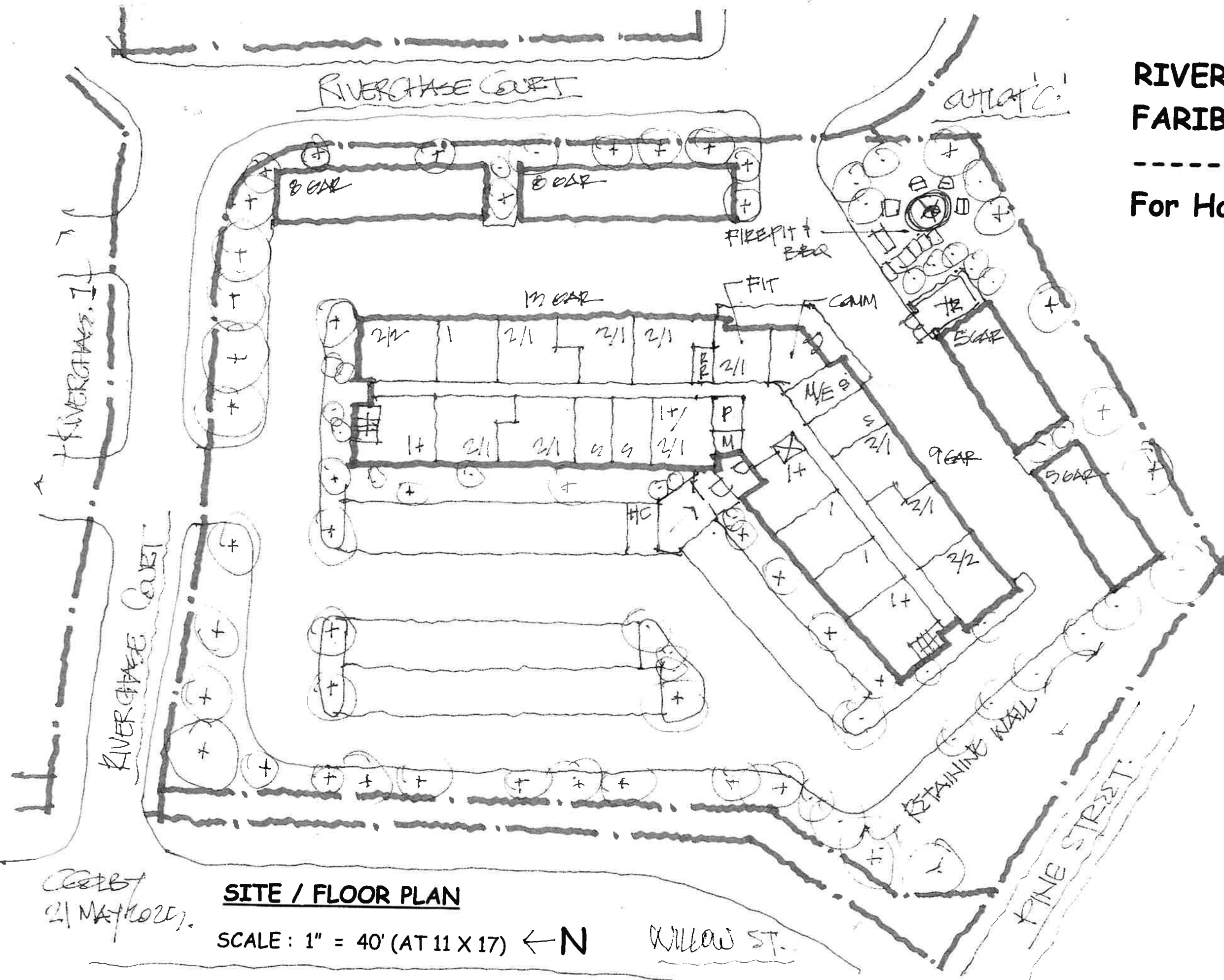
- 22 UNDER BUILDING
- 53 SURFACE PER PLAN
- 26 DETACHED (GARAGES)

101 SPACES PER PLAN

SITE / FLOOR PLAN

SCALE : 1" = 40' (AT 11 X 17) ← N

Willow ST.





Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: June 10, 2025
SUBJECT: Ordinance 2025-4 Approve Rezoning Certain Properties at the Corner of 2nd Ave NW and 14th St NW to C-2, Highway Commercial (Second Reading)

Background:

At the previous City Council meeting on May 27, 2025, City Council approved the first reading of Ordinance 2025-4. Staff did not make any substantial changes to the Ordinance.

Recommendation:

Approve the second reading of Ordinance 2025-4

Attachments:

1. Ordinance 2025-4 Approve Rezoning Certain Properties at the Corner of 2nd Ave NW and 14th St NW to C-2, Highway Commercial

**CITY OF FARIBAULT
ORDINANCE No. 2025-4**

**APPROVE REZONING CERTAIN PROPERTIES AT THE CORNER OF 2ND AVE NW
AND 14TH ST NW TO C-2, HIGHWAY COMMERCIAL**

WHEREAS, Steve Underdahl on behalf of Nathaniel Cunningham of Mighty Fine Coffee (the "Applicant"), along with Jordan Brennan and Jessica Swink (the "Owner" and co-Applicants), request that the City Council rezone 127 14th St NW and 123 14th St NW from C-1, Neighborhood Commercial to C-2, Highway Commercial; and

WHEREAS, the properties described in the above recitals and graphically depicted in Exhibit A are hereinafter referred to as the subject property; and

WHEREAS, the City Council approved Resolution 2025-132 on May 27, 2025, which amended the City's comprehensive plan to guide the subject property for commercial/residential mixed use; and

WHEREAS, City Staff reviewed the Applicant's rezoning request, prepared a report to the Planning Commission, and made a recommendation to approve the Applicant's rezoning request; and

WHEREAS, the Planning Commission, on May 19, 2025, following proper notice, held a public hearing regarding the said request; and

WHEREAS, the Planning Commission finds that it is appropriate to rezone the subject property as requested by the Applicant based on the following written findings of the Planning Commission as required by Section 2-180 of the City's Unified Development Ordinance:

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

Finding: Per Resolution 2025-132, the Land Use Plan guides the subject properties for commercial/residential mixed use, which is consistent with the proposed C-2, Highway Commercial zoning.

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

Finding: It is in the public's best interest to ensure reasonable and logical use of the property. The property is currently zoned commercial, but allowing a higher commercial zoning will allow for business investment into a commercial property that has struggled otherwise to stay occupied and contributing to city amenities and tax base. Rezoning the property to a higher commercial zone will facilitate the investment needed to make the property viable for commercial operations.

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

Finding: The existing properties are zoned commercial and along minor arterials through the city, but one is unimproved, and the other previously used for a laundromat and pet care. The surrounding properties include existing industrial and residential uses. The current conditions of a major route through the city, mix of uses nearby, and the opportunity to provide an amenity for the neighborhood through the various uses allowed in C-2 make the rezoning compatible with the neighborhood and context.

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

Finding: The existing undeveloped and underused parcels included in this rezoning proposal are not the highest and best use of the land. Furthermore, the City has received a request for commercial development on the subject property.

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

Finding: Many previous property owners have attempted to make use of these properties for other commercial uses and struggled. Elevating the commercial uses allowed on the properties will create more opportunities for current and future property owners to utilize the property and successfully carry out the intent for commercial evident in the current c-1 zoning. Therefore, rezoning the subject properties to C-2, Highway Commercial is appropriate.

WHEREAS, the City Council held a public meeting on May 27, 2025, to consider approval of the first reading of Ordinance 2025-4; and

WHEREAS, the City Council also held a public meeting on June 10, 2025 to consider approval of the second reading of Ordinance 2025-4; and

WHEREAS, based on the City Staff's report, the results of the public hearing, and the written findings of the Planning Commission, the City Council of the City of Faribault concurs with the written findings of the Planning Commission and makes the identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Findings and Incorporation of Recitals and Exhibits. Where applicable, the recitals and exhibits incorporated in this ordinance constitute the written findings of the City Council.

Section 2: Rezoning Approval. The City Council hereby rezones the subject property legally described and graphically depicted in Exhibit A to C-2, Highway Commercial. The effective date of the rezoning shall be as outlined in Section 5 of this resolution.

Section 3: Official Zoning Map. The City does not need to republish the City's official zoning map to show the rezoning. However, the City Planner shall show the rezoning on the official zoning map on file with the City.

Section 4: Authorization to Take Additional Steps. The City Council authorizes and directs the Mayor, City Staff, and City Consultants to take any additional steps and actions necessary and convenient to accomplish the intent of this ordinance. Such additional steps may include an adjustment to the C-2, Highway Commercial zoning district boundary on the property based on a future final plat of the property.

Section 5: Effective Date. This ordinance is effective immediately upon its passage and publication per the City Charter.

Public Hearing: May 19, 2025

First Reading: May 27, 2025

Second Reading: June 10, 2025

Publication Date: June 17, 2025

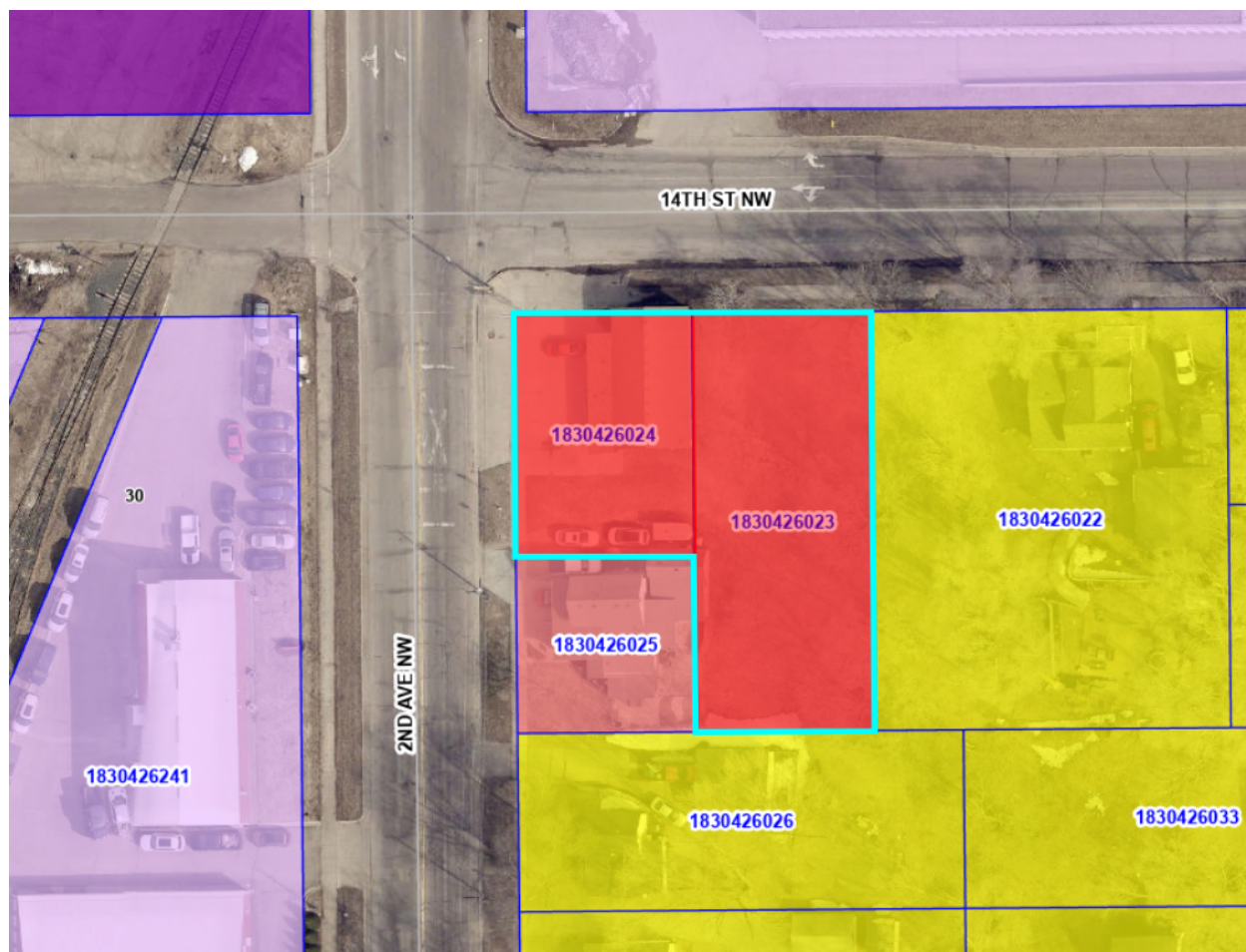
Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A:
Depiction of Subject Property to be Rezoned
to C-2, Highway Commercial



Area Outlined in Cyan = Rezoned from C-1 to C-2

Legal Description:

Lot 4, Block 6, NORTH FARIBAULT, AND ALSO, All of Lot 5 except the south 65 feet, in Block 6, in the Town of North Faribault, Rice County, Minnesota, according to the plat thereof, on file and of record in the office of the County Recorder, Rice County, Minnesota.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: June 10, 2025
SUBJECT: Approve Summary Publication of Ordinance 2025-4

Background:

Ordinance 2025-4 will take effect on the date of its publication in the official newspaper of the City of Faribault. Instead of publishing the entire ordinance, the Faribault City Charter allows the City Council, with a five-sevenths vote, to approve a summary publication of the ordinance that informs the public of the ordinance's title, intent, and effect. The summary must also state the complete text of the ordinance is on file at the city administrator's office. Refer to the attached summary publication of Ordinance 2025-4.

Recommendation:

Approve the summary publication for Ordinance 2025-4

Attachments:

1. Ordinance 2025-4 Summary Publication

Summary Publication

CITY OF FARIBAULT ORDINANCE No. 2025-4

APPROVE REZONING CERTAIN PROPERTIES AT THE CORNER OF 2ND AVE NW AND 14TH ST NW TO C-2, HIGHWAY COMMERCIAL

On June 10, 2025, the Faribault City Council adopted Ordinance 2025-4 approving a zoning map amendment to rezone 127 and 123 14th St NW from C-1, Neighborhood Commercial to C-2, Highway commercial. A complete copy of the ordinance is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

First Reading: May 27, 2025
Second Reading: June 10, 2025
Publication: June 19, 2025



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: June 10, 2025
SUBJECT: Ordinance 2025-5 Vacate a Portion of Drainage and Utility Easement at 190 20th St NW (Second Reading)

Background:

At the previous City Council meeting on May 27, 2025, City Council approved the first reading of Ordinance 2025-5. Staff did not make any substantial changes to the Ordinance.

Recommendation:

Approve the second reading of Ordinance 2025-5

Attachments:

1. Ordinance 2025-5 Vacate a Portion of Drainage and Utility Easement at 190 20th St NW

CITY OF FARIBAULT

ORDINANCE #2025-5

VACATE A PORTION OF DRAINAGE AND UTILITY EASEMENT AT 190 20TH ST NW

WHEREAS, Steve Underdahl (the "Applicant") on behalf of Malecha Auto Body (the "Property Owner") requests vacating a portion of a drainage and utility easement at 190 20th St NW, depicted and legally described in Exhibit A; and

WHEREAS, City Staff reviewed the application and made a report to the Planning Commission; and

WHEREAS, the Planning Commission, on May 19, 2025, following proper notice, held a public hearing regarding the Applicant's request; and

WHEREAS, based on a review of the City Staff report and the results of the public hearing, the Planning Commission recommended approval of the Applicant's request per the following findings as required by Section 2-540 of the City's Unified Development Ordinance:

- 1. Criteria: No private rights will be injured or endangered as a result of the vacation.**

Finding: The easement is completely within the applicant's property and will not impact the private rights of other properties or property owners.

- 2. Criteria: The public will not suffer loss or inconvenience resulting from the granting of the requested vacation.**

Finding: The easement is completely within the applicant's property and the public will not suffer any loss or inconvenience with the requested vacation.

3. Criteria: No written objection has been received, prior to the public hearing, from an adjacent property owner who did not join in the application.

Finding: City staff received no objections to the easement vacation.

WHEREAS, the City Council conducted the first reading of this ordinance on May 27, 2025, and the second reading of this ordinance on June 10, 2025; and

WHEREAS, based on the City Staff's report, the results of the public hearing, and the written findings and recommendation of the Planning Commission, the City Council concurred with the findings of the Planning Commission as stated in the above recitals and made identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1. Findings. The recitals and exhibits in this ordinance are incorporated into this ordinance, and, where applicable, constitute the City Council's findings.

Section 2. Vacation of a Portion of Drainage and Utility Easement. Pursuant to City of Faribault Unified Development Ordinance, Chapter 2, Article 10 and Minn. Stat. § 412.851, the City of Faribault hereby vacates the public drainage and utility easements situated in the City of Faribault, County of Rice, State of Minnesota, legally described and depicted in Exhibit A. The property owner and applicant are responsible for relocating any utilities in the vacated easement area.

Section 3. Authorization to take Additional Steps. City Staff, City Consultants, and the City Attorney are authorized and directed to take any additional steps and actions necessary or convenient to accomplish the intent of this ordinance.

(Remainder of this page intentionally left blank)

Section 4. Effective Date. This ordinance shall be effective immediately upon its passage and publication according to the Faribault City Charter.

First Reading: May 19, 2025
Second Reading: May 27, 2025
Publication Date: June 10, 2025

Faribault City Council

Thomas J. Spooner, Mayor

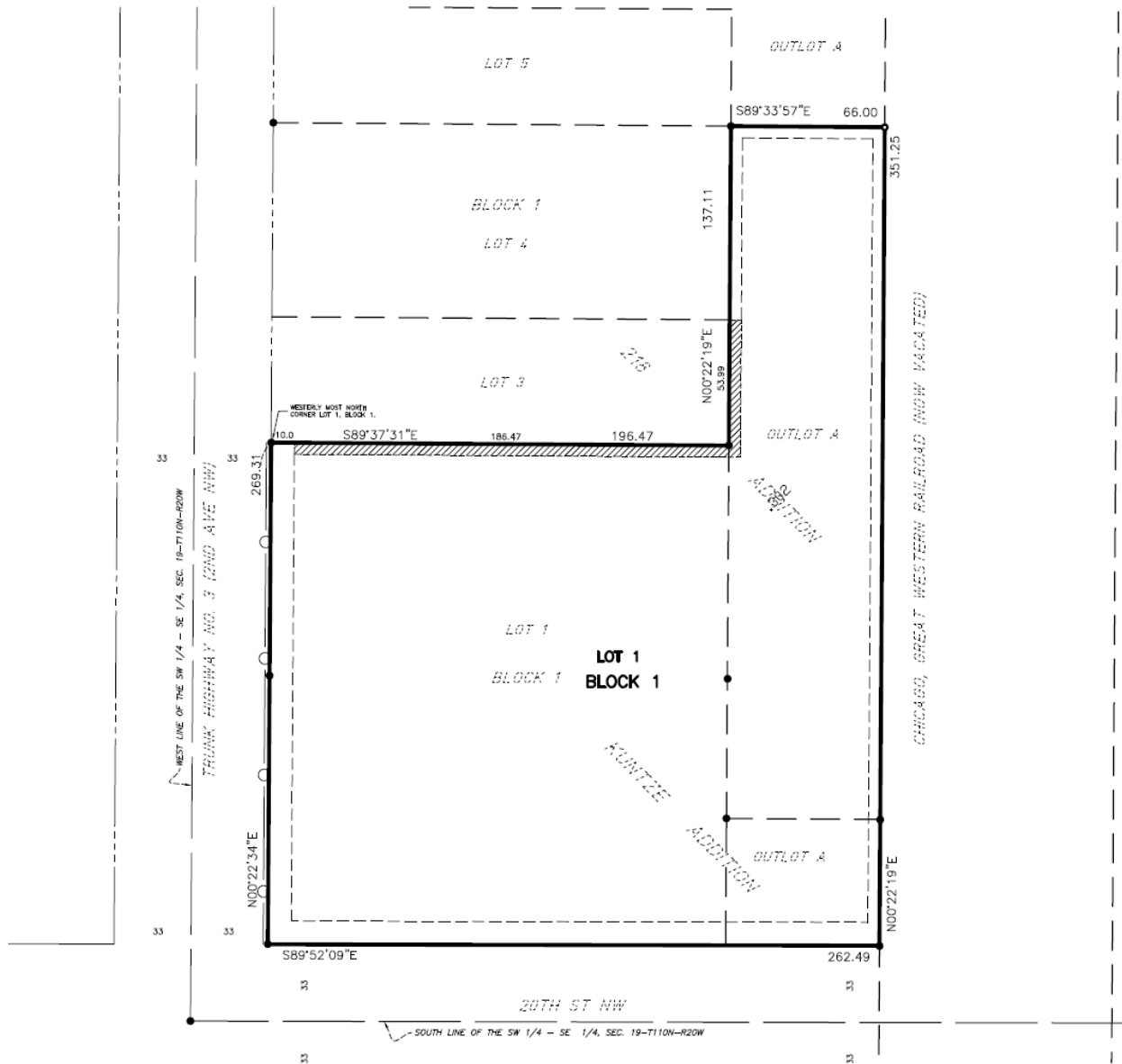
ATTEST:

Jessica L. Kinser, City Administrator

Exhibit A
Easement Vacation Legal Description

All that part of Lot 1, Block 1, MAB ADDITION, Rice County, Minnesota, described as follows: Being 5 feet in width and offset Southerly and Easterly from the following described line, commencing at the Westerly most North corner of said Lot 1; thence South 89 degrees 36 minutes 57 seconds East along the westerly most north line of said Lot 1, a distance of 10.00 feet to the Point of Beginning of the line to be described; thence continuing South 89 degrees 36 minutes 57 seconds East along the westerly most north line of said Lot 1, a distance of 186.47 feet to the property corner; thence North 00 degrees 22 minutes 19 seconds East along the property line a distance of 53.99 and there terminating.

Exhibit A Easement Vacation Area



Vacated area shown above as hatched



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: June 10, 2025
SUBJECT: Approve the Summary Publication of Ordinance 2025-5

Background:

Ordinance 2025-5 will take effect on the date of its publication in the official newspaper of the City of Faribault. Instead of publishing the entire ordinance, the Faribault City Charter allows the City Council, with a five-sevenths vote, to approve a summary publication of the ordinance that informs the public of the ordinance's title, intent, and effect. The summary must also state the complete text of the ordinance is on file at the city administrator's office. Refer to the attached summary publication of Ordinance 2025-5.

Recommendation:

Approve the summary publication of Ordinance 2025-5

Attachments:

1. Ordinance 2025-5 Summary Publication

Summary Publication

CITY OF FARIBAULT ORDINANCE No. 2025-5

VACATE A PORTION OF DRAINAGE AND UTILITY EASEMENT AT 190 20TH ST NW

On June 10, 2025, the Faribault City Council adopted Ordinance 2025-5 approving the vacating of a drainage and utility easement at 190 20th St NW. A complete copy of the ordinance is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

First Reading: May 27, 2025
Second Reading: June 10, 2025
Publication: June 19, 2025



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: June 10, 2025
SUBJECT: Ordinance 2025-7 Approve a Zoning Text Amendment to Allow Proof of Parking in Commercial Districts (Second Reading)

Background:

At the previous City Council meeting on May 27, 2025, City Council approved the first reading of Ordinance 2025-7. Staff did not make any substantial changes to the Ordinance.

Recommendation:

Approve the second reading of Ordinance 2025-7

Attachments:

1. Ordinance 2025-7 Approve a Zoning Text Amendment to Allow Proof of Parking in Commercial Districts

CITY OF FARIBAULT

ORDINANCE No. 2025-7

APPROVE A ZONING TEXT AMENDMENT TO ALLOW PROOF OF PARKING IN COMMERCIAL DISTRICTS

WHEREAS, the City of Faribault (the "Applicant") requests a zoning text amendment to allow proof of parking in commercial districts; and

WHEREAS, the Planning Commission, on May 19, 2025, following proper notice, held a public hearing regarding the proposed zoning text amendment; and

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

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

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

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

The proposed zoning amendment will allow for commercial properties undergoing redevelopment to phase in improvements as needed. This lessens the initial capital needed for investment in the property.

- Balance individual property rights with community interests and goals.

The proposed zoning amendment will allow for most business and property owners to improve their properties based on their needs and less on the city's understanding of parking minimums for their business. The limitation of no more than 30% of spaces shows as proof of parking protects the city and neighbors by ensuring there is parking available for the near-term and space available for expanded parking in the long-term.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Finding: The proposed zoning text amendment is not intended to benefit only one property owner. It will be effective citywide and benefit many different property owners and agencies. This amendment does not impose undue burdens or limits on property owners, as it still requires the applicant to provide proof that they can accommodate parking minimums.

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

Finding: The proposed text amendment does not change the zoning classification of property in the city, so this criterion does not apply.

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

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

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

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

WHEREAS, the City Council held a public meeting on May 27, 2025, to consider approval of the first reading of Ordinance 2025-7; and

WHEREAS, the City Council also held a public meeting on June 10, 2025, to consider approval of the second reading of Ordinance 2025-7; and

WHEREAS, based on the City Staff report, the results of the public hearing,

and the written findings and recommendation of the Planning Commission, the City Council of the City of Faribault concurs with the written findings of the Planning Commission as stated in the above recitals and hereby makes the identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

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

Section 2: Text Amendment – Proof of Parking in Commercial Districts. The Faribault City Council hereby amends (additions and amendments shown in the underlined text; removals shown in the ~~strikethrough~~ text) to the Unified Development Ordinance under Chapter 8, “Section 8-200. Specific off-street parking requirements.”, as proposed in Exhibit A.

Section 3: Effective Date. This ordinance shall be effective immediately upon its passage and publication per the provisions of the Faribault City Charter.

Public Hearing:	May 19, 2025
First Reading:	May 27, 2025
Second Reading:	June 10, 2025
Publication:	June 17, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A

**Amended Section 8-200. Specific off-street parking requirements., under
Chapter 8, Article 3 of the Unified Development Ordinance**

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Sec. 8-200. Specific off-street parking requirements.

- (A) *In general.* Accessory, off-street parking shall be provided as specified in Table 8-3 except as otherwise specified in this chapter. When a particular use specifies an "x" under the Notes column, such use is subject to specific standards as identified in Section 8-200(C) below.

Table 8-3. Specific off-street parking requirements.

Use	Minimum spaces required	Notes
Residential uses		
Dwellings		
Single-family	2 per unit	
Duplex	2 per unit	
Multi-family/Detached Accessory Dwelling Unit		
1-bedroom unit or less	1 per unit	
2-bedroom or larger unit	2 per unit	
Nursing home, senior housing	1 per every 2 units	x
Manufactured home park	2 per unit	
Congregate living		
Residential care facility	1 per employee plus 1 per 6 residents	x
Dormitories	Determined by staff based on parking study	x
Commercial uses		
Auction Establishments	20 spaces plus 1 space per 200 sf of public assembly space over the first 2,000 sf	
Farm and construction equipment sales	1 per 300 sq. ft. GFA of office or sales are plus 1 per 1,000 sq. ft GFA of service area and 1 per 3,000 sq. ft. GFA of storage area	
Retail sales and services		
Ambulance facility	1 per 300 sq. ft. of net floor area	x
General retail sales and services	1 per 300 sq. ft. GFA plus 1 per 1,000 sq. ft. of outside sales/display area	
Barber shop/beauty salon	2 per station plus 2 per 3 employee	x
Bank or financial institution	1 per 300 sq. ft. GFA plus 6 stacking spaces for each drive-thru lane	
Building material sales	1 per 300 sq. ft. GFA plus 1 per 1,000 sq. ft. of outside sales/display area	
Child care center	1 per 2 employees plus 1 drop-off space for each 5 enrollees	x
Funeral home	1 per each 5 seats plus 1 per 250 sq. ft. of non-seating area	

Greenhouse, lawn and garden supplies	1 per 300 sq. ft. GFA plus 1 per 1,000 sq. ft. of outside sales/display area	
Performing, visual, or martial arts school	30% of building capacity	
Recreational vehicle sales and service	1 per 300 sq. ft. GFA plus 1 per 1,000 sq. ft. of outside sales/display area	
Shopping center	1 per 300 sq. ft. GFA Veterinary clinic 6 per veterinarian	
Offices	1 per 300 sq. ft. GFA	
Automobile services		
Automobile convenience facility	1 per 300 sq. ft. GFA	
Automobile rental	1 per 300 sq. ft. GFA plus adequate space for rental vehicles	
Automobile repair	3 per service bay and one per employee	x
Automobile sales	1 per 300 sq. ft. GFA	
Automobile service station	1 per 300 sq. ft. GFA plus 2 per service bay	x
Car wash	2 spaces per facility plus adequate stacking	
Food and beverages		
Bar, nightclub, liquor establishment	30% of building capacity	
Coffee shop with limited entertainment	30% of building capacity	
Liquor store, off-sale	1 per 300 sq. ft. GFA Restaurant, drive-through 1 per 40 sq. ft. of dining area plus 6 stacking spaces per drive -up lane	
Restaurant	30% of building capacity	
Bakery and other take-out food store	1 per 100 sq. ft. of customer area	
Recreation, entertainment and lodging		
Auditorium or theater	1 per each 4 seats	
Bowling alley	5 per lane plus 30% of building capacity for related uses	
Golf course	5 per hole plus 30% of building capacity for related uses	
Hotel, motel	1 per rental unit plus 30% of building capacity for dining or meeting rooms	
Indoor recreational facility	1 per 150 sq. ft. of rink, court, or other recreation area	
Outdoor recreational area	Determined by staff based on parking study	x
Sports and health facility	Sum of requirements for component uses	
Swimming pool	1 per 100 sq. ft. of pool area	
Health/medical facilities		
Medical/dental office	1 per 300 sq. ft. GFA	

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(Supp. No. 74)

Laboratory	1 per 300 sq. ft. GFA	
Hospital	Determined by staff based on parking study	x
Institutional and public uses		
Educational facilities		
Early childhood education center	1 per employee plus 1 drop-off space per 5 enrollees	x
Schools, vocational or business	Determined by staff based on parking study	x
Schools, K-12	1 per classroom plus 1 per 5 students of legal driving age based on building capacity	
College/university	Determined by staff based on parking study	x
Social, cultural, charitable, and recreational facilities		
Stadiums, arenas	30% of facility capacity	
Cemetery	10 per interment, based on maximum number per hour	
Clubs and Lodges	30% of building capacity	
Community center	Determined by staff based on parking study	x
Religious institutions		
Place of assembly	1 per 4 seats based on capacity of main assembly area	
Convent or monastery	1 per 3 beds	
Production, processing, and storage		
Limited production and processing	1 per 1,000 sq. ft. GFA plus 1 per 2,000 sq. ft. GFA in excess of 20,000 sq. ft. or 2 per 3 employees	x
Concrete, asphalt, gravel facility	2 per 3 employees	x
Contractor office and showroom	1 per 300 sq. ft. GFA of office, sales or display area plus 1 per 3,000 sq. ft. GFA of storage area	
Furniture moving and storage	1 per 300 sq. ft. GFA of office or sales area plus 1 per 3,000 sq. ft. GFA of storage area	
Industrial machinery and equipment, sales, service, and rental	1 per 300 sq. ft. GFA of office or sales area plus 1 per 1,000 sq. ft. GFA of service area and 1 per 3,000 sq. ft. GFA of storage area	
Laundry, commercial	1 per 300 sq. ft. GFA	
Packaging of finished goods	1 per 1,000 sq. ft. GFA plus 1 per 2,000 sq. ft. GFA in excess of 20,000 sq. ft. or 2 per 3 employees	x

Printing and publishing	1 per 1,000 sq. ft. GFA plus 1 per 2,000 sq. ft. GFA in excess of 20,000 sq. ft. or 2 per 3 employees	x
Self-service storage facility	1 per 300 sq. ft. GFA of office or sales area plus 1 per 3,000 sq. ft. GFA of storage area	
Wholesaling, warehousing, and distribution	1 per 300 sq. ft. GFA of office or sales area plus 1 per 3,000 sq. ft. GFA of storage area	
Other out-of-doors industrial activity	2 per 3 employees	x
Public service and utilities		
Communication facilities	Determined by staff based on parking study	x
Governmental buildings and structures	Based on type of use	x
Public utility buildings and structures	Based on type of use	x
Street and equipment maintenance facility	1 per 300 sq. ft. GFA of office or sales area plus 1 per 3,000 sq. ft. GFA of storage area	
Other public service/utility uses	Determined by staff based on parking study	x

(B) *Special considerations for parking requirements.* Certain types of uses, due to their unique characteristics, require additional considerations to be made in determining parking requirements, as follows:

- (1) Senior housing. When senior housing may convert to general housing at some point in time, proof of additional parking shall be required.
- (2) Residential care facilities. For facilities that serve six (6) or fewer residents, and have no employees, the single-family dwelling parking requirement of two (2) spaces shall be required. For facilities that allow residents to own/operate vehicles, an additional one (1) space per two (2) residents shall be required. Garage stalls shall not be counted towards satisfaction of required parking.
- (3) Preschools and day care facilities. On-street drop-off spaces may be utilized to meet requirements subject to approval by the City Engineer.
- (4) Auto repair and service facilities. Service bays shall not contribute to the satisfaction of required parking.
- (5) Employee counts. When parking requirements are to be determined by employee counts, such calculation shall be based on the maximum number of employees on the premises at any one time.
- (6) Governmental and public uses. Parking requirements for governmental and other similar public uses shall be based on the type of use and the requirements established for such use.
- (7) Ambulance facilities. For the purposes of this use, net floor area shall be the total floor area of the facility minus the garage/storage area of the facility. In addition to the off-street parking requirements, all ambulance facilities shall provide one indoor and one outdoor parking space for each commercial vehicle used in the operation of the facility.
- (8) *Business vehicles.* In addition to the requirements in Table 8-3, one (1) parking space shall be provided for each commercial vehicle or vehicle necessary for the operation of the use that is maintained on the premises.

-
- (9) *Reduction in required parking.* A development may reduce the number of required parking spaces when the use can demonstrate, in documented form, a need which is less than required. In such cases, future parking sufficient in quantity to meet the ordinance requirement shall be shown on the approved site plan. The city may require the additional land that is necessary to meet the required parking standard to be placed in reserve for parking development should the use change or parking provided be determined inadequate. If at any time the city determines parking to be inadequate, the city may require construction of any or all of the additional parking held in reserve. A reduction in required parking is available for the following zoning districts, subject to any additional stipulations:

(i) ~~In all industrial zoning districts, only, the city may allow a reduction in the number of required parking stalls when the use can demonstrate, in documented form, a need which is less than required. In such cases, future parking sufficient in quantity to meet the ordinance requirement shall be shown on the approved site plan. The city may require the additional land that is necessary to meet the required parking standard to be placed in reserve for parking development should the use change or parking provided be determined inadequate. If at any time the city determines parking to be inadequate, the city may require construction of any or all of the additional parking held in reserve.~~

(ii) In C-1, C-2, C-3, PUD, and P-I zoning districts and overlays, provided the reduction in constructed spaces may not be more than 30% of the total required parking spaces.

(iii) A parking reduction through this provision shall not apply to residential uses.

(Ord. No. 99-20, § 1, 11-23-99; Ord. No. 2002-13, § 1, 6-25-02; Ord. No. 2002-16, § 1, 8-13-02; Ord. No. 2003-10, § 1, 5-27-03; Ord. No. 2004-14, § 1, 6-8-04; Ord. No. 2008-09, § 4, 5-13-08; Ord. No. 2008-15, § 1, 6-24-08; Ord. No. 2009-12, § 3, 10-27-09)



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: June 10, 2025
SUBJECT: Approve the Summary Publication of Ordinance 2025-7

Background:

Ordinance 2025-7 will take effect on the date of its publication in the official newspaper of the City of Faribault. Instead of publishing the entire ordinance, the Faribault City Charter allows the City Council, with a five-sevenths vote, to approve a summary publication of the ordinance that informs the public of the ordinance's title, intent, and effect. The summary must also state the complete text of the ordinance is on file at the city administrator's office. Refer to the attached summary publication of Ordinance 2025-7.

Recommendation:

Approve the summary publication for Ordinance 2025-7

Attachments:

1. Ordinance 2025-7 Summary Publication

Summary Publication

CITY OF FARIBAULT ORDINANCE No. 2025-7

APPROVE A ZONING TEXT AMENDMENT TO ALLOW PROOF OF PARKING IN COMMERCIAL DISTRICTS

On June 10, 2025, the Faribault City Council adopted Ordinance 2025-7 approving a zoning text amendment to allow proof of parking in commercial zoning districts. A complete copy of the ordinance is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

First Reading: May 27, 2025
Second Reading: June 10, 2025
Publication: June 19, 2025



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
Davis Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: June 10, 2025
SUBJECT: Faribo Downtown Central LLC/301 Central Avenue
- Preliminary and Final Plat; Development Agreement

Background:

Nort Johnson (Applicant) on behalf of Faribo Downtown Central, LLC (Property Owner) requests a preliminary and final plat and developer's platting agreement at 301 Central Ave.

Faribault Downtown Central LLC submitted an application and fee for a preliminary plat on November 18, 2024, to separate the subject property 301 Central Ave into three separate parcels following existing common walls within the property. A complete final plat application and fee were submitted May 13, 2025. The intent is to sell each lot, marketing them as separate units, following remodeling each unit. There will be access between buildings on the property, which will be addressed in the proposed covenants and Development Agreement.

The proposed preliminary and final plats are consistent with the planning and zoning aspects of the City's Unified Development Ordinance. More detail on the criteria and findings for each item may be found in the corresponding ordinance or resolution. The developer's platting agreement is needed to support the new lots, coordinate redevelopment, and protect utility and access for each resulting parcel. The DRC recommended approval of this project at its May 20, 2025, meeting.

During the Planning Commission public hearing on June 2, 2025, the Planning Commission unanimously recommended approval of the project to City Council.

Recommendation:

Approve the associated resolutions.

Attachments:



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: June 10, 2025
SUBJECT: Resolution 2025-157 Approve the Preliminary and Final Plats for Eastman Disbursal Addition

Background:

See main agenda item.

Recommendation:

Approve Resolution 2025-157

Attachments:

1. Resolution 2025-157 Approve the Preliminary and Final Plats for Eastman Disbursal Addition

CITY OF FARIBAULT

RESOLUTION #2025-157

**APPROVE THE PRELIMINARY AND FINAL PLATS FOR
EASTMAN DISBURSAL ADDITION**

WHEREAS, Faribault Downtown Central LLC (the "Owner"/"Applicant") requests preliminary and final plat approval for the Eastman Disbursal Addition at 301 Central Ave, at the northeast corner of Central Ave and 3rd St NE, legally described in Exhibit A; and

WHEREAS, City Staff completed a review of said applications and made a report to the Planning Commission, a copy of which City Staff presented to the City Council; and

WHEREAS, the Planning Commission, on June 2, 2025, following proper notice, held a public hearing regarding the applications, and following said public hearing, made findings and recommended approval of the applications; and

WHEREAS, the City Council, on June 10, 2025, at a public meeting, considered the application; and

WHEREAS, based upon said report, hearing, and recommendation, the City Council hereby finds that approval of the preliminary plat for Faribault Downtown Central LLC, Eastman Disbursal Addition as depicted on Exhibit B, subject to the attached conditions of approval, is appropriate with the following findings as required by Section 15-130 of the City's Unified Development Ordinance:

- 1. Criteria: The proposed preliminary plat conforms with the requirements of the Unified Development Ordinance, the**

applicable zoning district regulations, and any other applicable provisions of this Ordinance, subject only to acceptable rule exceptions.

Finding: The proposed preliminary plat is consistent with UDO requirements within the CBD, Central Business District, and subdivision platting requirements.

2. Criteria: The proposed subdivision is consistent with the City's Land Use Plan and any other adopted land use studies.

Finding: The City's Land Use Plan guides the subject property for a commercial/residential mix. The proposed mixed commercial/residential use is consistent with this plan.

3. Criteria: The plat contains a sound, well-conceived parcel and land subdivision layout that is consistent with good land planning and site engineering design principles.

Finding: The preliminary plat provides for the reasonable division of the parcel into three lots following interior building walls based on sound planning and engineering principles.

4. Criteria: The spacing and design of proposed curb cuts and intersection locations is consistent with good traffic engineering design and public safety considerations.

Finding: The preliminary plat lot is consistent with the provisions of the City's Unified Development Ordinance, as no changes to these are proposed.

5. Criteria: All submission requirements have been satisfied.

Finding: The proposed preliminary plat adequately addresses the submission requirements as outlined in the City's Unified Development Ordinance; and

WHEREAS, the City Council further finds that approval of the final plat of Eastman Disbursal Addition as depicted on Exhibit C, subject to certain conditions of approval, is appropriate with the following findings as required by Section 15-210 of the City's Unified Development Ordinance:

1. Criteria: The final plat substantially conforms to the approved preliminary plat.

Finding: The Owner concurrently applied for the final plat approval with the preliminary plat. The final plat conforms to the preliminary plat as required.

2. Criteria: The plat conforms to all applicable requirements of the Unified Development Ordinance, subject only to approved rule exceptions.

Finding: The final plat conforms to all applicable requirements or exceptions of the City's Unified Development Ordinance.

3. All submission requirements have been satisfied.

Finding: The proposed final plat adequately addresses the submission requirements outlined in the City's Unified Development Ordinance.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARIBAULT AS FOLLOWS:

Section 1. Preliminary and Final Plat Approval. The City Council approves the preliminary and final plat for Eastman Disbursal Addition included in Exhibit B and Exhibit C, respectively, subject to the following conditions:

1. The Applicant/Property Owner must make the following changes regarding the preliminary plat:
 - a. Amend the lot layout to match the final plat.
2. The Applicant/Property Owner must make the following changes regarding the final plat:
 - a. Clear identification of rights-of-way.
 - b. Name and address of developer and surveyor.
 - c. Date of plat creation and amendments.
 - d. Revision of dedication statement to comply with ordinance.
 - e. Put 'Jessica L. Kinser' for name under City Administrator signature line.
 - f. Notarized certification of surveyor.
 - g. Signatures from all owners and persons of interest, including mortgage holders.
3. The Owner and City must enter into a Development Agreement the specifies the provisions of the development related to the

- plat.
4. Under Sec 15-338(A), the applicant will not be required to dedicate parkland or pay fees in lieu of parkland dedication, as the buildings currently exist and there is no planned increase in intensity for residential. If additional residential units are proposed above what exists in the buildings today, the property owner must pay parkland fees according to Sec 15-336.
 5. The applicant must submit and record alongside the plat sufficient covenants and/or easement documentation for access, emergencies, and utilities across the property.
 6. Before recording the plat with the Rice County Recorder, the Owner must pay all applicable fees, special assessments, and taxes.
 7. The plat must be recorded with the Rice County Recorder within 12 months following City Council approval or it shall be automatically deemed null and void, unless the City Council extends the deadline to record the plat.
 8. The Developer shall submit current title work for the Property pursuant to Minnesota Statutes Section 505.03, the Faribault City Code and the required Development Agreement for this matter and abide by all conditions resulting from such title work and the resulting attorney plat opinion, as well as city staff review of the title work.

Section 2. Findings. The recitals in this Resolution are integral to this Resolution and, where applicable, constitute the findings of the City Council.

Section 3. Authorization to take Additional Steps. The City Council authorizes and directs City Staff and City Consultants to take all additional steps and actions necessary or convenient to accomplish the intent of this Resolution.

Section 4. Authorization to Execute Documents. The City Council authorizes and directs the Mayor and City Administrator to take all necessary actions and to execute all appropriate documents to effectuate the approvals contemplated by this Resolution.

(Remainder of this page intentionally left blank)

Section 5. Effective Date. This Resolution is effective immediately upon its passage and without publication.

Date Adopted: June 10, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

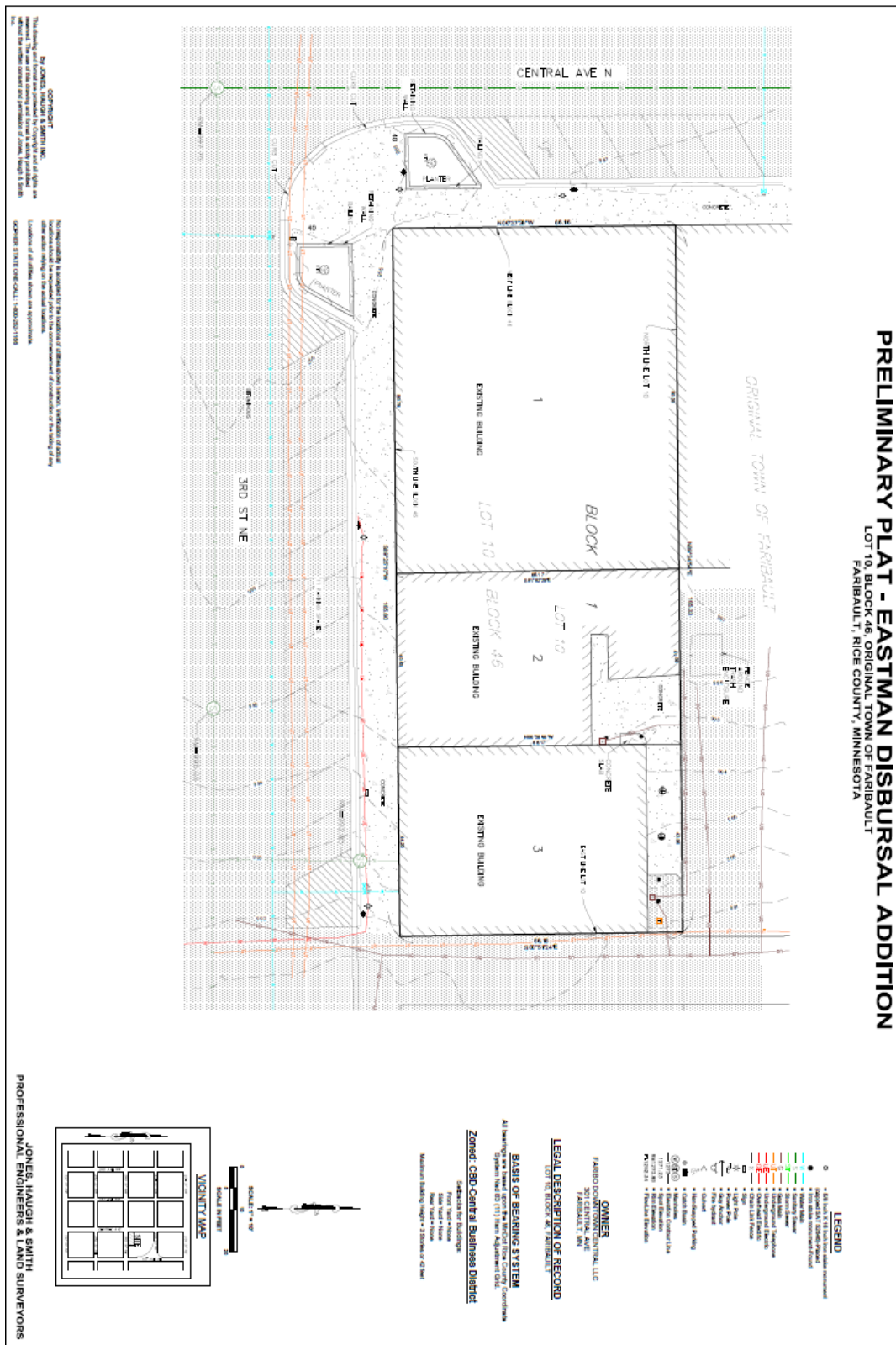
Jessica L. Kinser, City Administrator

Exhibit A
Legal Description

Lot 10, Block 46, ORIGINAL TOWN OF FARIBAULT, as the same is
platted and recorded in the office of the County Recorder of Rice
County, Minnesota.

Exhibit B

Depiction of the Preliminary Plat





Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: June 10, 2025
SUBJECT: Resolution 2025-158 Authorize Execution of
Eastman Disbursal Addition Developer Platting-
Only Agreement

Background:

See main agenda item.

Recommendation:

Approve Resolution 2025-158

Attachments:

1. Resolution 2025-158 Authorize Execution of Eastman Disbursal
Addition Developer Platting-Only Agreement

CITY OF FARIBAULT

RESOLUTION #2025-158

AUTHORIZE EXECUTION OF EASTMAN DISBURSAL ADDITION DEVELOPER PLATTING-ONLY AGREEMENT

WHEREAS, the Faribault City Council, on June 10, 2025, approved Resolution 2025-157: Approve the Preliminary and Final Plats for EASTMAN DISBURSAL ADDITION; and

WHEREAS, as a condition of approval of said final plat, Resolution 2025-157 requires that the City of Faribault (the "City") and Faribo Downtown Central, LLC, a Minnesota limited liability company (the "Developer"), enter into a Development Agreement; and

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

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

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

ALSO, BE IT RESOLVED, that the Developer must submit current title work for the Property pursuant to Minnesota Statutes Section 505.03, the Faribault City Code, and the required Development Agreement for this matter and abide by all conditions resulting from such title work and the resulting attorney plat opinion, as well as city staff review of the title work.

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

Date Adopted: June 10, 2024

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A

DEVELOPERS AGREEMENT – PLATTING ONLY

THIS AGREEMENT is made this _____ day of _____ 20____, by and between the City of Faribault, a Minnesota municipal corporation, (the "City"), and Faribo Downtown Central LLC, a limited liability company, property owner (the "Developer").

Recitals

A. The Developer is the fee owner of certain real estate located in the City of Faribault, Rice County, Minnesota, legally described as

(See **Exhibit A**)

(the "Property").

B. The Developer shall plat the Property consistent with the preliminary and final plat of EASTMAN DISBURSAL ADDITION ("Plat"), approved by the City Council in Resolution No. 2025-157 (the "Authorizing Resolution") on June 10, 2025, which is set forth in **Exhibit B** and incorporated by reference to this Agreement as if fully set forth herein, subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, this Agreement and state statutes.

Agreement

In consideration of each party's promises as set forth in this Agreement, it is mutually agreed as follows:

ARTICLE ONE REPRESENTATIONS AND WARRANTIES

1.01. City Representations and Warranties. The City makes the following representations as the basis for the undertakings on its part contained herein:

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

1.02. Developer Representations and Warranties. The Developer makes the following representations as the basis for the undertakings on its part contained herein:

- A. The Developer is fee owner of the property.
- B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the individuals who execute this Agreement on behalf of the Developer are duly authorized to sign on behalf of the Developer and to bind the Developer thereto.
- C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree which would prohibit the execution or performance of this Agreement by the Developer or prohibit any of the transactions provided for in this Agreement.
- D. The Developer has complied with and will continue to comply with all applicable federal, state and local statutes, laws, ordinances, and regulations including, without limitation, any permits, licenses, and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property. The Developer is not aware of any pending or threatened claim of any such violation. Without limitation of the foregoing, the Developer expressly acknowledges and agrees that it has and shall at all times comply with each and every provision of the City's subdivision, zoning, and other related municipal code regulations.
- E. There is no suit, action, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending or threatened against or affecting the Developer or the Property. The Developer is not in default with respect to any order, writ, injunction, or decree of any federal, state, local or foreign court, department, agency, or instrumentality.
- F. None of the representations and warranties made by the Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by the Developer or on its behalf contains or will contain any untrue statement of material fact or omits any material fact, the omission of which

would be misleading.

1.03. Incorporation of Recitals and Exhibits. The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

ARTICLE TWO ADDITIONAL PROVISIONS

2.01. Platting Requirements.

A. The Developer shall plat the Property consistent with the preliminary and final plat of EASTMAN DISBURSAL ADDITION, approved by the City Council in Resolution No. 2025-157, on June 10, 2025, subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, this Agreement and state statutes. Subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, this Agreement, and state statutes, the Developer shall finalize the plat of EASTMAN DISBURSAL ADDITION and shall cause the final plat of EASTMAN DISBURSAL ADDITION to be recorded with the Rice County Recorder/Registrar of Titles and provide the City with a reproducible Mylar copy of said plat.

B. Prior to approval of the final plat by the City, Developer shall amend the preliminary plat as required by the Authorizing Resolution, the Faribault City Code, this Agreement, and state statutes.

2.02. Permits. The Developer shall obtain any necessary permits from the City, the Minnesota Pollution Control Agency, the Minnesota Department of Natural Resources, the Minnesota Department of Health, the Minnesota Department of Transportation, the Rice County Highway Department, and any other agency having jurisdiction over the Property before proceeding with any construction.

2.03. Property Monumentation. The Developer must complete the following tasks:

A. Furnish and install all permanent property monumentation within one (1) year of the Plat's recording. The City will not issue a building permit on any lot in the development that does not have permanent property monuments.

B. Verify the installation of all required Property monumentation. Execute and submit to the City Engineer the Certificate of Installed Property Monumentation provided in **Exhibit D** of this Agreement.

C. Mark all monuments with a steel or fiberglass post to allow an authorized agent of the City to verify the installation of the property monuments.

2.04. Payment of City Costs. The Developer agrees to reimburse the City its actual costs regarding: (i) preparing and administering this Agreement and all other documents, permits, and applications related thereto; (ii) processing the plat of EASTMAN DISBURSAL ADDITION and subdivision approvals relating to the Property; and (iii) preparing and reviewing an environmental assessment worksheet (EAW) and environmental impact statement (EIS), if required. In addition to and without limitation of the foregoing, the costs to be reimbursed by the Developer to the City shall include, but not be limited to, attorneys' fees, engineering fees, inspection fees, and the costs and fees of other technical and professional assistance (including but not limited to the cost of City staff time) incurred or expended by the City on activities arising out of this Agreement, and other undertakings related thereto.

In the event City does not recover its costs under the provisions of this paragraph 2.04, as an additional remedy, City may, at its option, assess the Property in the manner provided by Minnesota Statutes, Chapter 429, and Developer hereby consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments pursuant to Minnesota Statutes, Section 429.081, provided the amount levied, together with the funds deposited with the City under this paragraph, does not exceed the expenses actually incurred by the City. Further, the City may, at its option, as an additional remedy, recover expenses actually incurred by the City, in the manner provided by Minnesota Statutes, Section 415.01, 366.011 and 366.012, and the Developer hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied, together with the funds deposited with the City under Section 2.04, does not exceed the expenses actually incurred by the City pursuant to this Agreement.

This Section 2.04 shall survive termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

2.05. Attorneys' Fees. The Developer agrees to pay the City's costs and expenses, including attorneys' fees, in the event a suit or action is brought by the City against the Developer to enforce the terms of this Agreement.

2.06. Amendment. Any amendment to this Agreement must be in writing and signed by both parties.

2.07. Assignment. The Developer may not assign any of its obligations under this Agreement without the prior written consent of the City.

2.08. Agreement to Run with Land. This Agreement may be recorded among the land records of Rice County, Minnesota. The provisions of this Agreement shall run with the Property and be binding upon the Developer and its assigns or successors in interest. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its liability for the full performance of this Agreement unless the City expressly so releases the Developer in writing.

2.09. Representatives Not Individually Liable. No official, agent, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City on any obligation or term of this Agreement.

2.10. Notices and Demands. Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

(a) as to the Developer: Faribo Downtown Central LLC
527 Professional Drive #100
Northfield, MN 55057
Attn: Nort Johnson

(b) as to the City: City of Faribault
208 NW First Avenue
Faribault, MN 55021-5105
Attn: City Administrator

with a copy to: Scott J. Riggs, City Attorney
Kennedy & Graven, Chartered
150 South Fifth Street, #700
Minneapolis, MN 55402

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section 2.10.

2.11. Park Dedications/Fees/Dedications. Without limitation of any other obligation of the Developer contained in this Agreement or set forth in federal, state, or local law, the Developer agrees to comply with any dedication

requirements, including park dedications or payments in lieu which may be required by the City's subdivision regulations. The Developer shall not be required to provide the City with a payment in lieu fee for parkland dedication. Any additional multi-family units constructed on the property will be subject to parkland dedication fees prior to building permit approval.

The Developer further expressly acknowledges and agrees that all easements and other rights in the Property necessary and related to the City's control over the public dedications (all of which shall be described in the plat required by the City's subdivision regulations), shall inure to the City upon the Developer's compliance with this Agreement and approval and recording of a final plat as set forth in the City's subdivision regulations.

2.12. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.

2.13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

2.14. 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.

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

This Section 2.15 shall survive termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

2.16. Developer's Default. In the event of default by the Developer as to any work or undertaking required by this Agreement, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Property for such purposes. If the City does any such work, the City may, in addition to its other remedies, levy special assessments against the lots within the subdivision to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes Section 429.081, provided the amount levied does not exceed the expenses actually incurred by the City. Further, the City may, at its option, as an additional remedy, recover expenses actually incurred by the City, in the manner provided by Minnesota Statutes, Section 415.01, 366.011 and 366.012, and the Developer hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied does not exceed the expenses actually incurred by the City pursuant to this Agreement.

2.17. Compliance with Existing Laws. The Developer warrants that all work performed pursuant to this Agreement shall be in compliance with existing Federal, State and City laws, ordinances, pertinent regulations, standards, and specifications of the City.

2.18. Building Permits. Approval of the plat of EASTMAN DISBURSAL ADDITION does not include approval of a building permit for any structures on the Property. The Developer must submit and the City must approve building plans prior to an application for a building permit for a structure on any lot within the subdivision. The Developer or the parties applying for the building permit shall be responsible for payment of the customary fees associated with the building permits and other deferred fees as specified in this Agreement.

2.19. Miscellaneous Provisions.

A. The Developer represents to the City that the development of the Property, the subdivision, and the plat comply with all city, county, state, and federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the subdivision, plat, or the development of the Property does not comply, the City may, at its option, refuse to allow construction or development work on the Property until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance. Upon the City's demand, the Developer shall correct any and all errors contained in the plat, including but not limited to legal descriptions, names of parties in interest, depictions, etc., solely at the cost of the Developer; further, the Developer shall take all necessary actions such that the plat will be in compliance with existing laws, ordinances, pertinent regulations, standards, and specifications of the City, solely at the cost of the Developer.

B. Third parties shall have no recourse against the City under this Agreement.

C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

D. Wherever possible, each provision of this Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other related document.

E. No public improvements are planned at the subject site at this time. The Developer shall cooperate with the City for the completion of any future public improvements.

F. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of any other covenant, agreement, term, or condition, nor does it imply that such covenant, agreement, term, or condition may be waived again. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing and signed by the parties. The City's failure to promptly take legal action to enforce this Agreement shall not

be a waiver or release.

G. Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so exciting may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

H. This Agreement, together with the exhibits hereto, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, pertaining to the subject matter of this Agreement.

I. No officer, agent, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City on any obligation or term of this Agreement.

J. Data provided to the Developer or received from the Developer under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

2.20. Additional Requirements. The Developer shall satisfy, complete and abide by all requirements set forth in the Authorizing Resolution set forth in **Exhibit B**, including adequately addressing all items as may be directed by the City Attorney, City Engineer or others with review and approval authority of the City including any plat, or engineer opinions and the City Attorney's plat opinion as set forth in **Exhibit C** and incorporated herein by reference as if fully set forth in this Agreement required by the Authorizing Resolution, and all adopted City ordinances and resolutions affecting the Property, all of which are incorporated herein by reference as if fully set forth in this Agreement.

2.21. City Attorney Review; Title Work. Prior to recording the Plat with Rice County, the Developer agrees to provide the City with a current title work for the Property identifying any other entity with a legal interest in the Property, including but not limited to any entity with a mortgage interest, easement interest, etc. The City Council's approval of the Plat contemplated by Resolution No. 2025-157 and this Agreement is subject to the Developer's compliance with this provision. The Developer shall provide an updated and certified Abstract of Title and/or Registered Property Abstract as required by Minn. Stat. § 505.03,

or in the alternative, the Developer must provide an updated Commitment for a Title Insurance Policy for the Property naming the City as the proposed insured and with the amount of coverage for this policy being equal to \$100,000.00 per acre dedicated to the City (including but not limited to streets, rights-of-way, park dedication, and drainage and utility easements). \$100,000.00 per dedicated acre represents the coverage amount formula approved by the City for the year 2025. If final Plat is not released for filing in the year 2025, the above-referenced policy coverage amount shall be adjusted based upon the formula approved by City for the year in which the final Plat is actually released for filing with the Rice County Recorder/Registrar. The above-mentioned evidence of title shall be subject to the review and approval of the City Attorney to determine what entities must execute the final Plat and other documents to be recorded against the Property. In the event the Developer provides the City with a Commitment for a Title Insurance Policy, the Developer shall cause a Title Insurance Policy to be issued consistent with the Commitment for a Title Insurance Policy provided by the Developer and the requirements of the City Attorney and with an effective date on which the final Plat is recorded (the City will not issue any building permits or certificates of occupancy until it is provided with said Title Insurance Policy). Further, Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to this Resolution and by the City Attorney are recorded and all conditions for release of the final Plat have been met prior to the City processing or approving any building permits or other permits applicable to the development of the Property.

2.22. Plat Modifications and Revisions. The parties to this Agreement acknowledge that various potential modifications and revision issues associated with the Plat may need to occur. The Developer agrees to undertake, assist with, and resolve such issues as directed by the City. The Developer and the City agree to cooperate with each other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to revise or correct any errors in the Plat and to provide any and all additional documentation deemed necessary by either party to effectuate such revisions or corrections to the Plat.

2.23. Certificate of Completion. Upon the Developer's compliance with the Agreement and recording of the Plat, the City agrees to execute and record a Certificate of Completion in the form attached hereto as **Exhibit E.**

2.24. Changes in Official Controls. For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout, or dedications of the approved plat unless required by state or federal law or agreed to in writing by the Developer and the City. Thereafter, notwithstanding

anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Agreement.

[The remainder of this page to remain intentionally blank].

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

CITY OF FARIBAULT

By: _____
Thomas J. Spooner
Mayor

By: _____
Jessica L. Kinser
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

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

Notary Public

LIMITED LIABILITY COMPANY

DEVELOPER
FARIBO DOWNTOWN CENTRAL LLC, A

By: _____

Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day
of _____, 20____, by Nort Johnson, Officer of Faribo Downtown Central
LLC, a limited liability company, as the Developer, pursuant to this Agreement.

Notary Public

This document drafted by:

Planning and Zoning Division
City of Faribault
208 1st Avenue NW
Faribault, MN 55021
(507) 334-0100

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot 10, Block 46, ORIGINAL TOWN OF FARIBAULT, as the same is platted and recorded in the office of the County Recorder of Rice County, Minnesota.

EXHIBIT B
AUTHORIZING RESOLUTION
Resolution No. 2025-157

(INSERT RESOLUTION 2025-157)

EXHIBIT C
CITY ATTORNEY'S PLAT OPINION

(INSERT PLAT OPINION)

EXHIBIT D
CERTIFICATE OF PLAT MONUMENTATION



Certification of Plat Monumentation

Name of Plat/Subdivision: _____

Name of Developer: _____

Survey Company: _____

I hereby certify that I am a Minnesota licensed land surveyor, and that all required plat monuments (property irons) have been installed by me, or under my direct supervision, as shown on the recorded Final Plat of the plat/subdivision, in compliance with the terms of the Subdivision Agreement, and meeting the requirements of Minnesota State Statutes, Chapter 505.

Signature

Date

Name

License No.

EXHIBIT E
CERTIFICATE OF COMPLETION

The undersigned hereby certifies that Ronald F. Carlsen (the "Developer"), has fully complied with its obligations under the Development Agreement dated _____, 20__ (the "Agreement") with the City of Faribault, which was recorded with the County Recorder of Rice County, Minnesota on _____, 20__ as Document Number _____ and the Registrar of Titles for Rice County, Minnesota on _____, 20__ as Document Number _____.

Dated: _____, 20__.

CITY OF FARIBAULT

By:

Thomas J. Spooner
Mayor

By:

Jessica L. Kinser
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Thomas J. Spooner and Jessica L. Kinser, the Mayor and City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of the City.

Notary Public



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: June 10, 2025
SUBJECT: Resolution 2025-148 Accept Bids for Municipal Airport Airfield Pavement Rehabilitation Project

Background:

On Wednesday, June 4, 2025, bids were received for the Airport Airfield Pavement Rehabilitation Project. The project includes taxiway and apron pavement rehabilitation, and drainage improvements to extend pavement lifecycle.

The bids are tabulated as follows:

BCM Construction Inc., Faribault, MN	\$732,729.00
Crane Creek Asphalt, Faribault, MN	\$767,310.25
<i>Engineer's Estimate</i>	<i>\$1,025,723.50</i>

It is recommended to award to the low bidder, BCM Construction Inc. The award recommendation is contingent upon receiving the Federal and State grant for the project.

The total project costs are as follows:

Construction	\$732,729.00
Engineering/Bidding	\$126,200.00
Construction Administration	<u>\$99,476.00</u>
Total	\$958,405.00

The funding breakdown for the total project costs is as follows:

Federal Funding	\$833,745.64	86.8%
State Funding	\$21,940.68	2.5%
Local (Airport)	<u>\$102,718.68</u>	<u>10.7%</u>
Total	\$958,405.00	100%

Construction on the project is scheduled to begin August 18th and be substantially completed by the end of October.

Recommendation:

Approve Resolution 2025-148

Attachments:

1. Resolution 2025-148
2. LTR-04June2025-FBL - Bid Recommendation

CITY OF FARIBAULT

RESOLUTION #2025-148

ACCEPT BIDS FOR MUNICIPAL AIRPORT AIRFIELD PAVEMENT REHABILITATION PROJECT

WHEREAS, pursuant to the advertisement for bids for the Municipal Airport Airfield Pavement Rehabilitation Project, bids were received, opened, and tabulated according to law and the following bids were received complying with the advertisement for bids:

BCM Construction Inc., Faribault, MN	\$ 732,729.00
Crane Creek Asphalt, Faribault, MN	\$ 767,310.25

; and

WHEREAS, it appears that BCM Construction Inc., Faribault, MN is the lowest responsible bidder.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Administrator are hereby authorized and directed to enter into contract with BCM Construction Inc. in the name of the City of Faribault for Municipal Airport Airfield Pavement Rehabilitation Project in the amount of \$732,729.00, contingent upon receiving Federal and State grant funding, according to the Plans and Specifications prepared and on file in the office of the Public Works Director.

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

Date Adopted: June 10, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



June 4, 2025

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

Re: Review of Bids and Engineer's Recommendation to Award
Airfield Pavement Rehabilitation Project
FAA AIP No. 3-27-0030-017

Dear Mr. Block:

At the June 4, 2025 bid opening, the City of Faribault received two bids for the above referenced project. The bids were reviewed for bid compliance.

The responsive low bidder is:

BCM Construction, Inc.

Total Base Bid: **\$732,729.00**

As a requirement of responsiveness, all Bidders were required to complete several bid forms. Below is a review of each required bid form with comments on conformance with the instructions to bidders for the responsive low bidder.

- **Signed Proposal Form** – Correct proposal form submitted and electronically signed.
- **Acknowledgement of Addendum** – There two addenda were acknowledged.
- **Disadvantaged Business Enterprise (DBE) Forms** – Committed to 5.48%. Project goal is 3.5%. Both required forms submitted with bid.
- **Buy American Certification** – Submitted, certified that they will meet all Buy American requirements without waiver.
- **Identity of Subcontractors** – To be submitted prior to execution of contract.
- **Bid Bond** – A bid bond of 5% of contract value was submitted with the bid.

The unit prices submitted by BCM Construction, Inc. were evaluated for irregularities, and none were identified. The Engineers Estimate for the project was \$1,025,723.50, and the BCM Construction, Inc. bid is under the estimate by 29%.

BCM Construction, Inc is registered and in good standing to do business in the State of Minnesota.

Based upon the analysis of the bids received, it is my recommendation the City of Faribault award the Airfield Pavement Rehabilitation project to BCM Construction, Inc.

Please do not hesitate to contact me should you have any questions or need any additional information.

Sincerely,
Foth Infrastructure & Environment, LLC



Adam Wilhelm, P.E.

8191 Birchwood Court, Suite L | Johnston, Iowa 50131

Direct: 515.251.2522 | Mobile: 515.491.8349

Adam.Wilhelm@foth.com | www.foth.com

Attached: Bid Tabulation

TABULATION OF BIDS
AIRFIELD PAVEMENT REHABILITATION
FARIBAULT MUNICIPAL AIRPORT
FAA AIP 3-27-0030-017
June 4, 2025

						Apparent Low Bidder			
				Engineers Estimate		BCM Construction, Inc. Faribault, MN		Crane Creek Asphalt Faribault, MN	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
BASE BID									
1	AIRFIELD PAVEMENT REMOVAL, 4" TO 6" ASPHALT PAVEMENT SECTION	SY	3,845	\$ 8.00	\$ 30,760.00	\$1.40	\$ 5,383.00	\$5.00	\$ 19,225.00
2	COLD MILLING, 1" TO 2" DEPTH	SY	16,740	\$ 5.00	\$ 83,700.00	\$1.00	\$ 16,740.00	\$2.10	\$ 35,154.00
3	JOINT AND CRACK REPAIR	LF	2,750	\$ 2.00	\$ 5,500.00	\$5.00	\$ 13,750.00	\$3.30	\$ 9,075.00
4	BITUMINOUS PATCH	SY	967	\$ 100.00	\$ 96,700.00	\$32.00	\$ 30,944.00	\$30.00	\$ 29,010.00
5	24 INCH DES 3006 CLASS III RCP	LF	827	\$ 180.00	\$ 148,860.00	\$100.00	\$ 82,700.00	\$96.50	\$ 79,805.50
6	CONSTRUCT DRAINAGE STRUCTURE DESIGN F	VF	25	\$ 1,500.00	\$ 37,500.00	\$500.00	\$ 12,500.00	\$711.00	\$ 17,775.00
7	CONNECT TO EXISTING DRAINAGE STRUCTURE	EA	1	\$ 2,000.00	\$ 2,000.00	\$600.00	\$ 600.00	\$721.00	\$ 721.00
8	RING CASTING 410ID, MANHOLE COVER NO 715	EA	2	\$ 1,000.00	\$ 2,000.00	\$1,240.00	\$ 2,480.00	\$1,000.00	\$ 2,000.00
9	RING CASTING 410ID, MANHOLE COVER NO 721	EA	2	\$ 1,000.00	\$ 2,000.00	\$1,240.00	\$ 2,480.00	\$1,000.00	\$ 2,000.00
10	PERFORATED SUBDRAIN, 4 INCH	LF	830	\$ 12.00	\$ 9,960.00	\$15.00	\$ 12,450.00	\$15.25	\$ 12,657.50
11	SUBDRAIN CLEANOUT	EA	2	\$ 500.00	\$ 1,000.00	\$700.00	\$ 1,400.00	\$1,850.00	\$ 3,700.00
12	SUBDRAIN CONNECTION TO EXISTING STRUCTURE	EA	1	\$ 500.00	\$ 500.00	\$275.00	\$ 275.00	\$470.00	\$ 470.00
13	UNCLASSIFIED EXCAVATION	CY	1,000	\$ 15.00	\$ 15,000.00	\$15.00	\$ 15,000.00	\$33.00	\$ 33,000.00
14	GEOTEXTILE FABRIC	SY	3,060	\$ 7.00	\$ 21,420.00	\$2.50	\$ 7,650.00	\$7.00	\$ 21,420.00
15	SUBGRADE PREP, 12 INCH	SY	3,060	\$ 8.00	\$ 24,480.00	\$1.20	\$ 3,672.00	\$4.25	\$ 13,005.00
16	AGGREGATE BASE COURSE, 8 INCH	SY	3,060	\$ 12.00	\$ 36,720.00	\$10.00	\$ 30,600.00	\$18.50	\$ 56,610.00
17	SALVAGED AGGREGATE BASE COURSE FOR STORM SEWER TRENCH BACKFILL	CY	340	\$ 10.00	\$ 3,400.00	\$24.00	\$ 8,160.00	\$13.25	\$ 4,505.00
18	BITUMINOUS SURFACE COURSE, 3/4 INCH MIX	TON	2,242	\$ 100.00	\$ 224,200.00	\$102.00	\$ 228,684.00	\$95.25	\$ 213,550.50
19	BITUMINOUS BASE COURSE, 3/4 INCH MIX	TON	342	\$ 100.00	\$ 34,200.00	\$111.00	\$ 37,962.00	\$105.50	\$ 36,081.00
20	6 INCH CONCRETE VALLEY GUTTER, 3 FOOT WIDTH	LF	265	\$ 55.00	\$ 14,575.00	\$71.00	\$ 18,815.00	\$60.00	\$ 15,900.00
21	6 INCH CONCRETE APRON, 2 FOOT WIDTH	LF	285	\$ 70.00	\$ 19,950.00	\$78.00	\$ 22,230.00	\$68.00	\$ 19,380.00
22	BITUMINOUS PRIME COAT	GAL	154	\$ 3.00	\$ 462.00	\$4.00	\$ 616.00	\$2.00	\$ 308.00
23	BITUMINOUS TACK COAT	GAL	848	\$ 3.00	\$ 2,544.00	\$3.50	\$ 2,968.00	\$2.00	\$ 1,696.00
24	FUEL RESISTANT PAVEMENT SEALER	SY	200.00	\$ 15.00	\$ 3,000.00	\$18.00	\$ 3,600.00	\$13.50	\$ 2,700.00
25	PAVEMENT MARKINGS	SF	1,095.00	\$ 6.50	\$ 7,117.50	\$7.00	\$ 7,665.00	\$5.00	\$ 5,475.00
26	AIRCRAFT TIE DOWN	EA	18	\$ 500.00	\$ 9,000.00	\$2,000.00	\$ 36,000.00	\$366.00	\$ 6,588.00
27	SODDING	SY	1,520	\$ 9.00	\$ 13,680.00	\$16.00	\$ 24,320.00	\$8.50	\$ 12,920.00
28	TOPSOIL	CY	150	\$ 15.00	\$ 2,250.00	\$24.00	\$ 3,600.00	\$78.25	\$ 11,737.50
29	CONTRACTOR QUALITY CONTROL PROGRAM	LS	1	\$ 25,000.00	\$ 25,000.00	\$4,000.00	\$ 4,000.00	\$4,000.00	\$ 4,000.00
30	SWPPP PREPARATION AND MANAGEMENT	LS	1	\$ 20,000.00	\$ 20,000.00	\$5,000.00	\$ 5,000.00	\$4,000.00	\$ 4,000.00
31	INLET PROTECTION DEVICE - PAVEMENT	EA	3	\$ 500.00	\$ 1,500.00	\$125.00	\$ 375.00	\$200.00	\$ 600.00
32	INLET PROTECTION DEVICE - TURF	EA	2	\$ 300.00	\$ 600.00	\$125.00	\$ 250.00	\$200.00	\$ 400.00
33	SILT FENCE	LF	1,215	\$ 3.00	\$ 3,645.00	\$4.00	\$ 4,860.00	\$2.75	\$ 3,341.25
34	TRAFFIC CONTROL/SECURITY	LS	1	\$ 7,500.00	\$ 7,500.00	\$16,000.00	\$ 16,000.00	\$12,000.00	\$ 12,000.00
35	CONSTRUCTION SURVEY	LS	1	\$ 15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00	\$10,000.00	\$ 10,000.00
36	MOBILIZATION AND MISCELLANEOUS	LS	1	\$ 100,000.00	\$ 100,000.00	\$54,000.00	\$ 54,000.00	\$66,500.00	\$ 66,500.00
TOTAL PROJECT COST				\$ 1,025,723.50		\$ 732,729.00		\$ 767,310.25	
				Percent of Engineers Estimate		71%		75%	

I hereby certify that this is a true and correct tabulation of bids received on June 4, 2025 for the Pavement Rehabilitation project.

June 4, 2025

Adam M. Wilhelm, PE Minnesota Reg. No. 52436 Date