



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

**TUESDAY, AUGUST 26,
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 August 12, 2025 City Council Meeting**
 - A. Minutes of the August 12, 2025 City Council Meeting
- 5. Requests to be Heard**
- 6. Consent Agenda**
 - A. Approve List of Claims for Release
 - B. Resolution 2025-200 Approve Street Closures for IRIS 5K/10K Turkey Trot
 - C. Resolution 2025-201 Amend the 2025 Adopted Budget to Re-Estimate Fund 404 Parkland Improvements
 - D. Approve Biosolids Hauling and Application Agreement Extension
 - E. Approve Limited Use Agreement for On-Street Parking at 818 4th St. NW
 - F. Resolution 2025-202 Accept Donation from Harry Brown's LLC
 - G. Resolution 2025-203 Approve Execution Of MnDOT Contract No. 1060156 Trunk Highway Maintenance Agreement For State Fiscal Years 2026 & 2027
 - H. Resolution 2025-205 Amend Designation of Authorized Signers Official Depository and Broker/Dealers for the City of Faribault
 - I. Approve Professional Services Proposal for Two Rivers Siphon Box Project - Contract 2025-08
 - J. Resolution 2025-213 Amend the 2025 Adopted Budget and Approve Professional Services Proposal for TH 21 Corridor Study Project - Contract 2025-16
 - K. Approve Agreement for Services Performed by Independent Contractor
 - L. Resolution 2025-210 Approve Appointment of Board and Commission Member
 - M. Resolution 2025-211 Authorize Payment as Recommended by the Charitable Gambling Board to River Bend Nature Center
 - N. Resolution 2025-212 Authorize Payment as Recommended by the Charitable Gambling Board to Falcon Educational Enrichment Program
- 7. Public Hearings**
 - A. Resolution 2025-209 Approve a Redevelopment Plan for HENRY M RICE SQUARE Pursuant to Minn. Stat. § 469.028
- 8. Items for Discussion**
 - A. Hofmeister/South of Frederiksen Dr - Comprehensive Plan Amendment; Zoning Map Amendment; Preliminary Plat; Final Plat

1. Ordinance 2025-9 Approve Rezoning Property on the Southside of Frederiksen Dr to R-3 (Second Reading)
 - A. Approve Summary Publication of Ordinance 2025-9
2. Resolution 2025-206 Approve a Development Agreement for Hofmeister Fourth Addition
- B. Rice County/128 3rd St NW - Comprehensive Plan Amendment; Zoning Map Amendment; Preliminary Plat; Final Plat
 1. Ordinance 2025-10 Approve Rezoning Property at the Corner of 4th St NW and 2nd Ave NW to CBD (Second Reading)
 - A. Approve Summary Publication of Ordinance 2025-10
 2. Resolution 2025-204 Approve a Development Agreement for Henry M Rice Square
- C. Ordinance 2025-11 Approve a Zoning Text Amendment to Accessory Structure Requirements (Second Reading)
 1. Approve Summary Publication of Ordinance 2025-11
- D. Resolution 2025-207 Approve the Preliminary Plat for Jasy First Addition
- E. Resolution 2025-208 Declaring the Official Intent of the City to Reimburse Certain Expenditures From the Proceeds of Bonds Issued by the City
- F. Resolution 2025-216 Adopt Position Concerning Proposed Rice County Amendment to URI Zoning District

9. Bids - None

10. Boards and Commissions Reports, Announcements and Project Updates

11. Adjournment

(The Council may meet as a group for dinner)

NOTE:

CC Closed Captioning of Council meetings available on FCTV.

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

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

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



CITY COUNCIL MINUTES

COUNCIL CHAMBERS

TUESDAY, AUGUST 12,
2025

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

The City Council meeting was called to order by Mayor Tom Spooner at 6:00 pm. Councilors in attendance included Mandy Barnes, Adama Doumbouya, Royal Ross, John Rowan, and Chuck Thiele. Peter van Sluis was absent. Also in attendance were City Administrator Jessica Kinser, City Clerk Heather Slechta, Community and Economic Development Director David Wanberg, Police Sergeant Dave Dillon, City Engineer Mark DuChene, Communications Manager Brad Phenow, Environmental & Water Resources Coordinator Adam King, City Planning Manager Harry Davis, Public Works Director Travis Block, Fire Chief and Code Services Director Dustin Dienst, Library Services Director Delane James, Finance Director Kindra Papenfus, Parks and Recreation Director Rochelle Anderholm-Parsch and City Attorney Scott Riggs.

Approve Agenda

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

Presentations/Introductions

Communications Manager Brad Phenow introduced and presented the following members of the inaugural Residents Academy participants with a plaque; Chole Kucera, Ibrahim Khalif, Jane Egerdahl, Judy Becker, Travis Kath. Mary Pankonin, Mary Jo Weichmann and Brain Peterson were also participants but were unable to attend the meeting.

Approve minutes of the July 22, 2025, City Council Meeting and the July 22, 2025, Special City Council Meeting - Closed Session

Motion by Rowan, seconded by Doumbouya to approve the Minutes of the July 22, 2025, City Council Meeting and the July 22, 2025, Special City Council Meeting - Closed Session and carried unanimously.

Requests to be Heard - None

Consent Agenda

- A. Approve List of Claims for Release
- B. Resolution 2025-189 Accept Donation to the City of Faribault Municipal

- Airport Liz Wall Strohfus Field
- C. Resolution 2025-192 Amend the 2025 Adopted Budget to Re-estimate Funds 431 and 437
 - D. Approve LG240B Application to Conduct Excluded Bingo for Knights of Columbus 0525 General Shields Assembly
 - E. Approve Temporary Liquor License Applications for the Faribault Area Chamber of Commerce and Tourism
 - F. Approve Use of Central Park for Hispanic Heritage Month Community Celebration
 - G. Resolution 2025-198 Approve Agreement With AT&T for Northern Links Trail Project - Contract 2023-07
 - H. Resolution 2025-199 Approve Consent Assessment Agreements for 2025 City Wide Tree Removal Project - Contract 2025-14

Motion by Ross, seconded by Barnes to approve Consent Agenda Items A-H and carried 7:0 with Councilor Thiele abstaining from H. Resolution 2025-199 Approve Consent Assessment Agreements for 2025 City Wide Tree Removal Project - Contract 2025-14.

Public Hearings – None

Items for Discussion

Resolution 2025-191 Approve Findings of Fact and Record of Decision for Archer Datacenters EAW and Negative Declaration Needing an EIS

City Planning Manager Harry Davis and Alison Harwood, WSB Consultant, explained that Archer Datacenters is proposing to develop up to 500,000 square feet of data center buildings on approximately 84 acres south of 150th Street West and east of Acorn Trail in Faribault. The proposed development concept includes up to six data center buildings, each one-story in height. Construction will also include associated parking, utilities, stormwater management ponds, landscape improvements, and one substation. The City of Faribault public water and sanitary sewer will be extended to the site.

The proposed project exceeded the threshold for a mandatory Environmental Assessment Worksheet (EAW) per Minnesota Rules Chapter 4410.4300 Subpart 14. The proposed project does not exceed the threshold for a mandatory Environmental Impact Statement (EIS) as outlined in Minnesota Rule 4410.4400 Subpart 11. The purpose of an EAW is to gather information about a project to assess the potential environmental effects and identify whether those effects may be significant. An EAW is not an approval process, but the information gathered can inform project approvals.

An EAW was prepared and determined to be complete on May 14, 2025. The EAW was filed with the Environmental Quality Board (EQB) and circulated for review and comment to the required distribution list as well as noticed to the public. This notice included a description of the project, information on where copies of the EAW were available, and invited the public to provide comments. Copies of the EAW were available on the City's website and at City Hall. The comment period was open from May 20 to June 20, 2025.

The city received multiple comments during the EAW comment period. Comments were received from two state agencies and nine members of the public. The city's Environmental and Planning Commissions also reviewed and provided comments. The environmentally relevant comments received were related to:

- Potential for impacts to various water resources, including both ground and surface waters.
- Potential for impacts to wildlife and their habitats, including trees.
- Recommendations for native plantings and landscaping.
- Potential for impacts to air quality.
- Potential for noise impacts.

Each of the environmentally relevant comments received were considered, responded to and, if necessary, updates were noted in the Findings of Fact and Conclusions document.

Multiple permits and approvals will be necessary prior to site construction. Coordination of these permits and approvals with the various governmental agencies will ensure that the proposed project will be designed consistently with applicable regulations and impacts will be minimized and mitigated appropriately.

Based on the EAW and comments received, adequate information has been received to determine that the project will not have significant environmental impacts and development of an Environmental Impact Statement is not required. Both the Environmental and Planning Commissions unanimously recommend approval of Resolution 2025-191, along with the DRC and City Planning Manager. City Council will likely see this project again for preliminary and final plat approvals. The City and Developer's consultants who worked on the EAW will attend the City Council meeting to present and answer questions about the EAW.

Susan Erickson and Shodo Spring voiced concerns with the speed of the development of AI. Erickson stated that pollinators are being lost due to the loss of their habitat. Spring requested that the Council not move too quickly and do studies first.

Councilor Barnes asked why we do not have noise, air, etc. studies done yet to decide on the EAW, Harwood explained that the EAW is done with the best available information, and those studies may identify other needs to move forward with the project. Barnes also gave Kudos to the Environmental Commission for their work on this. Councilor Ross asked if this resolution approves the receipt of the EAW, Harwood stated that this study states that no EIS is required, and the EAW must be approved prior to other state agencies reviewing applications for the project.

Motion by Ross, seconded by Doumbouya to approve Resolution 2025-191 Approve Findings of Fact and Record of Decision for Archer Datacenters EAW and Negative Declaration Needing an EIS and carried unanimously.

Hofmeister/South of Frederiksen Dr - Comprehensive Plan Amendment; Zoning Map Amendment; Preliminary Plat; Final Plat; Resolution 2025-193 Approve a Comprehensive Plan Amendment to Guide Certain Property on the Southside of Frederiksen Dr to Commercial/Residential Mixed Use, Ordinance 2025-9 Approve Rezoning Property on the Southside of Frederiksen Dr to R-3 (First Reading) and Resolution 2025-194 Approve the Preliminary and Final Plats for Hofmeister Fourth Addition

City Planning Manager Harry Davis stated that Steve Underdahl on behalf of the Ann Hofmeister Trust requests comprehensive plan and zoning map amendments alongside preliminary and final plat approval for property on the south side of Frederiksen Dr between Airport Dr W and Hanson Ave, otherwise known as PID 18.23.1.78.001. The subject property is zoned C-2, Highway Commercial and contains approximately 6 acres of land. The proposal intends to create one single-family residential lot located on the far west side of the subject parcel and two commercial properties in the center and eastern parts. This is accomplished through a comprehensive plan amendment to change the land use designation from commercial to commercial/residential mixed use and from C-2 to R-3 on the west side. The preliminary and final plats are to create the corresponding lot lines for the residential and two commercial properties.

The request for redesignating commercial property to commercial/residential mixed use is in line with criteria for amending the comprehensive plan. Additional residential area in this part of the city will not be detrimental to the nearby area. The request to rezone part of the property from C-2 to R-3 is in line with criteria for a zoning map amendment. R-3 is expected to be compatible with adjacent properties and the remaining C-2 will ensure some commercial development in this area. The preliminary and final plats meet UDO requirements.

At their August 4, 2025, meeting, the Planning Commission voted unanimously to forward and recommend approval of the project. The DRC, Davis, and City Engineer Mark DuChene also recommended approval of the project. Public comment at the Planning Commission public hearing was focused on determining the future use of the residential area and maintaining the existing tree line that acts as a buffer for the property to the adjoining neighborhood on the west side.

Councilor Ross asked if only one home would be on the property, Davis stated that the owners are not planning to add any additional homes, only lot 1 would have a home.

Motion by Thiele, seconded by Barnes to approve Resolution 2025-193 Approve a Comprehensive Plan Amendment to Guide Certain Property on the Southside of Frederiksen Dr to Commercial/Residential Mixed Use and carried unanimously.

Motion by Ross, seconded by Rowan to approve Ordinance 2025-9 Approve Rezoning Property on the Southside of Frederiksen Dr to R-3 (First Reading)

Roll Call:

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

Nay:

Motion carried 6:0

Motion by Thiele, seconded by Barnes to approve Resolution 2025-194 Approve the Preliminary and Final Plats for Hofmeister Fourth Addition and carried unanimously.

Rice County/128 3rd St NW - Comprehensive Plan Amendment; Zoning Map Amendment; Preliminary Plat; Final Plat: Resolution 2025-195 Approve a Comprehensive Plan Amendment to Guide Certain Property at the Corner of 4th St NW and 2nd Ave NW, Ordinance 2025-10 Approve Rezoning Property at the Corner of 4th St NW and 2nd Ave NW to CBD (First Reading) and Resolution 2025-196 Approve the Preliminary and Final Plats for Henry M Rice Square

City Planning Manager Harry Davis explained that Sarah Folsted on behalf of Rice County requested a comprehensive plan amendment, zoning map amendment, preliminary plat, and final plat approval for the entire city block between 4th St NE, 2nd Ave NW, 3rd St NW, and 1st Ave NW. The subject property is zoned primarily P-I, Public Institutional with some CBD, Central Business District. The property contains approximately 109,600 square feet of land partially occupied by the Rice County Law Enforcement Center, Rice County Friendship House, and the Rice Soil and Water Conservation District. The proposed comprehensive plan amendment, rezoning, and plats seek to facilitate development on the northern half of the property by reconfiguring property lines for the entire block from 12 lots into five lots and rezoning part of the property to CBD from P-I. The redevelopment of the northern half is intended to include a new office building and a parking lot on Lot 1 and 2, respectively. The existing buildings on the southern half will remain in Lots 3, 4, and 5.

The request for redesignating part of the subject property from institutional to downtown is consistent with the comprehensive plan. The change is in the best interest of the public and will have little negative impact on adjoining properties. The request to rezone part of the property from P-I to CBD meets the criteria of a zoning map amendment. The CBD zoning is found elsewhere in the same block and subject property in addition to across the street. CBD will be compatible in terms of land uses with surrounding properties in terms of land use and zoning. The preliminary and final plats meet UDO requirements

At their August 4, 2025, meeting, the Planning Commission voted unanimously to forward and recommend approval of the project. The DRC, Davis, and City Engineer Mark DuChene also recommended approval of the project.

Motion by Doumbouya, seconded by Barnes to approve Resolution 2025-195 Approve a Comprehensive Plan Amendment to Guide Certain Property at the Corner of 4th St NW and 2nd Ave NW and carried unanimously.

Motion by Ross, seconded by Barnes to approve Ordinance 2025-10 Approve Rezoning Property at the Corner of 4th St NW and 2nd Ave NW to CBD (First Reading)

Roll Call:

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

Nay:

Motion carried 6:0

Motion by Barnes, seconded by Rowan to approve Resolution 2025-196 Approve the Preliminary and Final Plats for Henry M Rice Square and carried unanimously.

Resolution 2025-197 Approve an Interim Use Permit to Allow Storage Containers at 1512 30th Street NW

City Planning Manager Harry Davis stated that Michele Keller for Living Greens Farm on behalf of Ben Eastep from Van East Land Development Company requests an Interim Use Permit (IUP) to allow six (6) storage containers, currently located on the property, to remain at 1512 30th Street NW for no greater than two years. The subject property is zoned I-P, Industrial Park and contains 4.10 acres. The storage containers will be along the Industrial Dr right-of-way and be compliant with front building setbacks. The property received a similar IUP, Resolution 2020-017, that allowed storage containers in the same location. The justification for the IUP is to allow time for establishing a new business on the property and inventorying the contents of the storage containers, then either repurpose, reuse, or recycle the containers off-site.

The proposed Interim Use Permit is consistent with aspects of the City's Unified Development Ordinance. The corner side yard retains one of the two direct accesses to the public right-of-way for the subject property. The location of the containers is reasonably placed in proximity to the shipping and receiving area, the building itself, and the site's trash enclosure.

At the August 4, 2025, meeting, the Planning Commissioners unanimously supported forwarding and recommending approval of the project. The DRC and Davis also recommended approval of the project.

Councilor Ross stated that he did not see an issue with approving the IUP. Mayor Spooner stated that the business is in the industrial park, and did not see an issue with it. Councilor Rowan stated he was not in favor of the IUP as on was previously granted, however, after Council discussion his stance changed.

Motion by Barnes, seconded by Doumbouya to approve Resolution 2025-197 Approve an Interim Use Permit to Allow Storage Containers at 1512 30th Street NW and carried unanimously.

Ordinance 2025-11 Approve a Zoning Text Amendment to Accessory Structure Requirements (First Reading)

City Planning Manager Harry Davis explained that the City Council directed City Staff and the Planning Commission to review the accessory structure ordinance and make amendments that would allow larger accessory structures on large lots. In addition to addressing Council's request, staff identified over time several issues with the accessory structure ordinance that hinder its administration, clarity, and purpose.

The changes include:

- Clarify “area” when reviewing principal and accessory uses and structures
- Allowance for City Planner to waive drive-way requirement for accessory structures not built for vehicular access
- Exception for accessory structure positioning on the lot if there is shoreland, floodplain, steep slopes, or bluffs, or if the principal structure is more than 200 feet from ROW
- Allowance for property owner to remove garage unless home is remodeled cumulatively more than 50% of floor area/assessed value
- Clarification of requirements for different-sized accessory structures, including greenhouses
- Clarify membrane-covered structures and carports
- Clarify “area” when reviewing attached accessory structures and uses
- Remove restrictions on wall height for accessory structures

On August 4, 2025, the Planning Commission unanimously forwarded and recommended approval of the ordinance. The DRC and Davis also recommended the proposed amendments.

Councilor Barnes thanked Davis for his work on this and removing barriers.

Motion by Thiele, seconded by Barnes to approve Ordinance 2025-11 Approve a Zoning Text Amendment to Accessory Structure Requirements (First Reading)

Roll Call:

Aye: Councilor Barnes, Doumbouya, Ross, Rowan, Thiele, Mayor Voracek.

Nay:

Motion carried 6:0.

Resolution 2025-190 Approve Revised Purchase and Development Agreement for Property described as Lot 1, Block 2, Riverchase Addition

Community and Economic Development Director David Wanberg explained that on June 10, 2025, the City Council approved Resolution 2025-155, which approved a Purchase and Development Agreement involving the sale of City-owned property, described as Lot 1, Block 2, RIVERCHASE ADDITION, to Riverchase Faribault II LLC, for the purpose of developing a roughly 76-unit apartment building. While the Resolution allows the parties to make minor revisions to the Agreement as mutually agreed to, significant changes to the Agreement require City Council approval.

The revised agreement includes the following revisions that the City Council should be aware of before the parties execute the Agreement:

- Closing Date. The City and Developer originally intended to close on the Property, and the Developer intended to start construction this year. However, the parties agree that construction cannot realistically begin until the spring of 2026. Consequently, Section 4.05., F. of the Revised Agreement states that the

conveyance of the Property will occur no later than April 1, 2026.

- Potential Soil Correction. Section 4.08, F. of the Revised Agreement states that if the Developer encounters conditions that require soil correction, the parties will negotiate to determine if additional TIF assistance is available for the Project beyond any initial determination established in the Contract for Private Development.

If the Council supports the revisions described above, the Council should approve Resolution 2025-190, which approves the revised agreement. However, please note that the parties made clarifications and other minor changes to the Agreement that do not substantially change the purpose of the Agreement.

Mayor Spooner asked if it is okay closing in 2026, City Administrator Jessica Kinser stated that she removed it from the 2025 budget, and more discussion will be had at next Tuesdays Work Session.

Motion by Doumbouya, seconded by Ross to approve Resolution 2025-190 Approve Revised Purchase and Development Agreement for Property described as Lot 1, Block 2, Riverchase Addition and carried unanimously.

Bids - None

Boards and Commissions Reports, Announcements and Project Updates

Councilor Barnes stated that the Paradise Theater will have their last Holy Smokes event on Thursday, there is a new gallery opening on August 15 and Musical Trivia will be on August 21. City Administrator Jessica Kinser stated that the Council Chat is tomorrow at Central Park, there is a Chamber Joint Board meeting on Friday at Buckham West. She also reminded the Council of the upcoming HRA/EDA/Council meeting Monday.

Adjournment

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

The meeting was adjourned at 7:07 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: August 26, 2025
SUBJECT: Approve List of Claims for Release

Background:

The current list of open claims totaling \$1,517,351.98 for 323 invoices is attached, including details of the department, funding source and amount for each vendor and invoice.

Recommendation:

Approve payment of the August 26th Claims

Attachments:

1. 082725FF

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 082725FF 08/27/2025

DUE DATE: 08/27/2025

CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10678	Abdo LLP	0000		EFT	08/30/2025	510164			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl	43090	SewerReclm	ProfSrv			1,306.88		
	2 Water	43090	Water	ProfSrv			1,306.87		
							2,613.75		
						CHECK TOTAL	2,613.75		
10681	Amazon Capital Servic	0000		EFT	08/30/2025	1HGW-HF4T-XRJD			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Library	42010	Library	Supplies			101.67		
							101.67		
10681	Amazon Capital Servic	0000		EFT	08/30/2025	1XYH-PXFP-XPQT			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Library	42010	Library	Supplies			49.96		
							49.96		
10681	Amazon Capital Servic	0000		EFT	09/01/2025	13Y3-CVD7-MY9D			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Library	42190	Library	Books			180.49		
							180.49		
10681	Amazon Capital Servic	0000		EFT	09/03/2025	144D-7CRH-1PDP			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Library	42010	Library	Supplies			14.50		
							14.50		
10681	Amazon Capital Servic	0000		EFT	09/04/2025	1PMN-7TR1-PMLR			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Comms	42010	Communicat	Supplies			29.78		
							29.78		
10681	Amazon Capital Servic	0000		EFT	09/05/2025	1KGY-7F1P-4733			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 CC Admin	42010	CC Admin	Supplies			23.81		
							23.81		
10681	Amazon Capital Servic	0000		EFT	09/07/2025	1TMT-HPYK-99PC			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 CC Fac	42010	CC Fac	Supplies			359.92		
							359.92		
10681	Amazon Capital Servic	0000		EFT	09/08/2025	1LFJ-WM6N-KDYT			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Library	42190	Library	Books			13.99		

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 082725FF 08/27/2025

DUE DATE: 08/27/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
								13.99		
10681	Amazon Capital Servic		0000		EFT	09/08/2025	1TMT-HPYK-MCYV			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 PW Fac 42230			PW Fac	Bldg Supp			47.47		
								47.47		
10681	Amazon Capital Servic		0000		EFT	09/08/2025	13NN-1MGG-MRYH			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42010			SewerReclm	Supplies			22.16		
								22.16		
10681	Amazon Capital Servic		0000		EFT	09/10/2025	1Q63-P6VJ-7T6Y			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42210			SewerReclm	VehEqParts			18.99		
								18.99		
10681	Amazon Capital Servic		0000		EFT	09/10/2025	1W1Q-RKT7-4L4Q			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42410			SewerReclm	MinorEquip			572.21		
								572.21		
10681	Amazon Capital Servic		0000		EFT	09/10/2025	1RPC-1PG9-D77X			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42010			SewerReclm	Supplies			45.06		
								45.06		
10681	Amazon Capital Servic		0000		EFT	09/10/2025	14J9-FXWP-C6L1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 PW Fac 42230			PW Fac	Bldg Supp			18.18		
	2 SwrRecl 42010			SewerReclm	Supplies			37.99		
								56.17		
10681	Amazon Capital Servic		0000		EFT	09/11/2025	1MRG-ND69-MYJG			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42010			Library	Supplies			57.46		
								57.46		
10681	Amazon Capital Servic		0000		EFT	09/12/2025	1NP3-VWJP-VTM4			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fin 42010			Finance	Supplies			31.98		
								31.98		
10681	Amazon Capital Servic		0000		EFT	09/12/2025	191N-YJVK-13LG			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42010			Library	Supplies			13.78		
								13.78		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 082725FF 08/27/2025

DUE DATE: 08/27/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10681	Amazon Capital Servic		0000		EFT	09/17/2025	1FYT-FJGM-HFHJ			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fin 42010			Finance	Supplies			40.84		
								40.84		
10681	Amazon Capital Servic		0000		EFT	09/12/2025	147X-DPRL-CC1M			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fin 42010			Finance	Supplies			20.69		
	2 PWAdmin 42010			PW Admin	Supplies			20.69		
								41.38		
10681	Amazon Capital Servic		0000		EFT	09/13/2025	1K1K-PRMF-971R			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42190			Library	Books			14.99		
								14.99		
							CHECK TOTAL	1,736.61		
10245	APG Media of Southern		0001		EFT	09/08/2025	1060875			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Council 43510			Council	LegalPubng			75.63		
								75.63		
10245	APG Media of Southern		0001		EFT	09/08/2025	1060876			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Council 43510			Council	LegalPubng			226.88		
								226.88		
							CHECK TOTAL	302.51		
10278	Arrow Electric LLC		0000		EFT	09/05/2025	3346			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 43090			SewerReclm	ProfSrv			80.00		
								80.00		
10278	Arrow Electric LLC		0000		EFT	09/05/2025	3347			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrLight 43090			StrLight	ProfSrv			1,140.00		
								1,140.00		
10278	Arrow Electric LLC		0000		EFT	09/05/2025	3348			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 43090			P&Tmaint	ProfSrv			4,389.31		
								4,389.31		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 082725FF 08/27/2025

DUE DATE: 08/27/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10278	Arrow Electric LLC	0000		EFT	09/05/2025	3349					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Aquatic 44010		AquaticCtr	Bldg Maint		486.73					
							486.73				
10278	Arrow Electric LLC	0000		EFT	09/05/2025	3350					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrLight 43090		StrLight	ProfSrv		480.00					
							480.00				
10278	Arrow Electric LLC	0000		EFT	09/05/2025	3351					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrLight 43090		StrLight	ProfSrv		1,904.55					
							1,904.55				
						CHECK TOTAL	8,480.59				
10043	Ascentek Corp	0000		CRM	09/04/2025	433117 - duplicate					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 EqMaint 42010		EqMaint	Supplies		-11.25					
							-11.25				
10043	Ascentek Corp	0000		INV	09/12/2025	3888837					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42120		StrMaint	Motor Fuel		1,142.75					
	2 EqMaint 42120		EqMaint	Motor Fuel		285.69					
	3 Water 42120		Water	Motor Fuel		428.53					
	4 SwrColl 42120		Sewer Coll	Motor Fuel		428.53					
	5 Parks 42120		P&Tmaint	Motor Fuel		571.38					
							2,856.88				
						CHECK TOTAL	2,845.63				
10315	Aspen Mills	0000		INV	09/04/2025	358750					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 42410 25910		Police	MinorEquip		1,030.96					
							1,030.96				
10315	Aspen Mills	0000		INV	09/04/2025	358749					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 42410 25910		Police	MinorEquip		1,030.85					
							1,030.85				

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CASH ACCOUNT: Treasury 10100				Cash						
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10315	Aspen Mills		0000		INV	09/06/2025	358862			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	42410	25910	Police	MinorEquip			1,239.63		
								1,239.63		
10315	Aspen Mills		0000		INV	09/06/2025	358861			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	42180		Police	Uniforms			357.98		
								357.98		
10315	Aspen Mills		0000		INV	09/06/2025	358950			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	42180	25912	Police	Uniforms			1,912.56		
								1,912.56		
10315	Aspen Mills		0000		INV	09/10/2025	359072			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	42180		Police	Uniforms			620.04		
								620.04		
							CHECK TOTAL	6,192.02		
10316	Auto Value Parts Stor		0000		EFT	09/06/2025	48221007			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire	42210		Fire	VehEqParts			18.99		
								18.99		
10316	Auto Value Parts Stor		0000		EFT	09/10/2025	48221096			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library	42010		Library	Supplies			19.98		
								19.98		
10316	Auto Value Parts Stor		0000		EFT	09/10/2025	48221087			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	42210		Police	VehEqParts			69.99		
								69.99		
10316	Auto Value Parts Stor		0000		EFT	09/06/2025	48220993			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint	42210		StrMaint	VehEqParts			117.66		
								117.66		
10316	Auto Value Parts Stor		0000		EFT	09/05/2025	48220951			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	42210		Water	VehEqParts			4.42		
								4.42		

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Detail Invoice List

CHECK RUN: 082725FF 08/27/2025

DUE DATE: 08/27/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10316	Auto Value Parts Stor	0000		EFT	09/05/2025	48220952					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrColl 42120		Sewer Coll	Motor Fuel		65.88					
							65.88				
						CHECK TOTAL	296.92				
10332	Baker & Taylor Entert	0000		INV	09/03/2025	2039214037					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42190		Library	Books		484.19					
							484.19				
10332	Baker & Taylor Entert	0000		INV	08/28/2025	2039203816					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42190		Library	Books		6.11					
							6.11				
10332	Baker & Taylor Entert	0000		INV	08/28/2025	2039203818					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42190		Library	Books		116.06					
							116.06				
10332	Baker & Taylor Entert	0000		INV	08/28/2025	2039203817					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42190		Library	Books		572.28					
							572.28				
10332	Baker & Taylor Entert	0000		INV	08/28/2025	2039205737					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42190		Library	Books		391.05					
							391.05				
10332	Baker & Taylor Entert	0000		INV	08/30/2025	2039211173					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42190		Library	Books		518.36					
							518.36				
10332	Baker & Taylor Entert	0000		INV	09/04/2025	2039215642					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42190		Library	Books		349.31					
							349.31				
10332	Baker & Taylor Entert	0000		INV	09/07/2025	2039225430					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42190		Library	Books		459.53					
							459.53				

City of Faribault



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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	08/31/2025	2039217273				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		43.20				
						43.20				
						CHECK TOTAL	2,940.09			
10335	BCM Construction Inc	0000		EFT	08/29/2025	15628				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 43090		Water	ProfSrv		1,350.00				
						1,350.00				
10335	BCM Construction Inc	0000		EFT	08/29/2025	15627				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 43090		Water	ProfSrv		2,175.00				
						2,175.00				
10335	BCM Construction Inc	0000		EFT	08/29/2025	15626				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 43090		Water	ProfSrv		1,075.00				
						1,075.00				
10335	BCM Construction Inc	0000		EFT	08/29/2025	15625				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 43090		Water	ProfSrv		1,350.00				
						1,350.00				
10335	BCM Construction Inc	0000	72	EFT	08/30/2025	2025-04 Pay Reques				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrImp 45300		Street Imp	Impr Other		222,111.90				
						222,111.90				
						CHECK TOTAL	228,061.90			
10226	Bertelsmann Publishin	0000		EFT	08/29/2025	507581				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42192		Library	Audio Vis		1,205.81				
						1,205.81				
10226	Bertelsmann Publishin	0000		EFT	08/30/2025	507634				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42410		Library	MinorEquip		699.98				
						699.98				
						CHECK TOTAL	1,905.79			

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 User: Fawn Fuller (FFuller)
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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		
10221 BG Minnesota Inc	0000		EFT	09/10/2025	PI0068589					
ACCOUNT DETAIL					LINE AMOUNT					
1 Parks 42120		P&Tmaint	Motor Fuel		20.15					
2 StrMaint 42120		StrMaint	Motor Fuel		40.31					
3 SwrColl 42120		Sewer Coll	Motor Fuel		15.12					
4 Water 42120		Water	Motor Fuel		15.12					
5 EqMaint 42120		EqMaint	Motor Fuel		10.07					
						100.77				
					CHECK TOTAL	100.77				
10339 Border States Industr	0000		EFT	09/06/2025	930894459					
ACCOUNT DETAIL					LINE AMOUNT					
1 SwrRecl 42210		SewerReclm	VehEqParts		46.56					
						46.56				
					CHECK TOTAL	46.56				
10340 Braun Intertec Corpor	0000	94	INV	09/11/2025	B438338					
ACCOUNT DETAIL					LINE AMOUNT					
1 PrkInd 45300		Prk Dedic	Impr Other		3,515.00					
						3,515.00				
					CHECK TOTAL	3,515.00				
11194 Brian DesLauriers	0000	101	INV	08/31/2025	25-1026					
ACCOUNT DETAIL					LINE AMOUNT					
1 Fire 43090		Fire	ProfSvc		6,500.00					
						6,500.00				
					CHECK TOTAL	6,500.00				
10097 Canon Financial Servi	0000		INV	09/11/2025	41649781					
ACCOUNT DETAIL					LINE AMOUNT					
1 CodeInsp 44160		Code/Insp	Rents		167.08					
						167.08				
10097 Canon Financial Servi	0000		INV	09/11/2025	41619056					
ACCOUNT DETAIL					LINE AMOUNT					
1 Police 44160		Police	Rents		306.40					
						306.40				

City of Faribault



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CASH ACCOUNT: Treasury		10100		Cash							
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10097	Canon Financial Servi			0000		INV	09/11/2025	41619053			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	CH Fac	44160		CH Maint	Rents			224.41		
									224.41		
10097	Canon Financial Servi			0000		INV	09/11/2025	41619057			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Fire	44160		Fire	Rents			105.91		
									105.91		
								CHECK TOTAL	803.80		
11198	Carrie Corlee Goettic			0000		INV	09/06/2025	80725-1			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Youth	43090		Youth	ProfSrvc			648.00		
									648.00		
								CHECK TOTAL	648.00		
10260	Cengage Learning Inc			0000		INV	09/05/2025	999100771595			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Library	42190		Library	Books			15.39		
									15.39		
10260	Cengage Learning Inc			0000		INV	09/05/2025	99100771595			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Library	42190		Library	Books			15.39		
									15.39		
								CHECK TOTAL	30.78		
10353	Chadderdon Lumber			0000		INV	08/22/2025	216311			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Water	42010		Water	Supplies			75.21		
									75.21		
								CHECK TOTAL	75.21		
10711	Chamber Trust			0000		INV	09/10/2025	78			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Fin	43140		Finance	Train&Ed			1,400.00		
									1,400.00		
								CHECK TOTAL	1,400.00		

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CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10354	Cintas Corporation	0000		EFT	09/06/2025	4239400457			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 CC Fac 44060		CC Fac	Lndry Srvc		8.22	8.22		
10354	Cintas Corporation	0000		EFT	09/07/2025	4239539759			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 EqMaint 44060		EqMaint	Lndry Srvc		9.55			
	2 StrMaint 44060		StrMaint	Lndry Srvc		31.22	40.77		
10354	Cintas Corporation	0000		EFT	09/07/2025	4239539796			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 EqMaint 44060		EqMaint	Lndry Srvc		24.40	24.40		
10354	Cintas Corporation	0000		EFT	09/07/2025	4239539843			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Parks 44060		P&Tmaint	Lndry Srvc		36.55	36.55		
10354	Cintas Corporation	0000		EFT	09/07/2025	4239539795			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Storm 44060		Storm Wtr	Lndry Srvc		5.45			
	2 SwrColl 44060		Sewer Coll	Lndry Srvc		12.64			
	3 Water 44060		Water	Lndry Srvc		28.56	46.65		
10354	Cintas Corporation	0000		EFT	09/07/2025	4239539988			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 44060		SewerReclm	Lndry Srvc		44.87	44.87		
10354	Cintas Corporation	0000		EFT	09/07/2025	4239539977			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 44060		SewerReclm	Lndry Srvc		6.43	6.43		
10354	Cintas Corporation	0000		EFT	09/14/2025	4240272185			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 EqMaint 44060		EqMaint	Lndry Srvc		9.55			
	2 StrMaint 44060		StrMaint	Lndry Srvc		31.22	40.77		

City of Faribault



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CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10354	Cintas Corporation	0000		EFT	09/14/2025	4240272129					
ACCOUNT DETAIL						LINE AMOUNT					
1	EqMaint 44060		EqMaint	Lndry Srvc		24.40					
							24.40				
10354	Cintas Corporation	0000		EFT	09/14/2025	4240272223					
ACCOUNT DETAIL						LINE AMOUNT					
1	Storm 44060		Storm Wtr	Lndry Srvc		5.45					
2	SwrColl 44060		Sewer Coll	Lndry Srvc		12.64					
3	Water 44060		Water	Lndry Srvc		28.56					
							46.65				
CHECK TOTAL							319.71				
10713	City of Faribault	0000		INV	09/05/2025	08082025					
ACCOUNT DETAIL						LINE AMOUNT					
1	Airport 43820		Airport	Water Util		19.14					
2	Airport 43850		Airport	Sewer Util		16.24					
3	Airport 43860		Airport	StrmWtrUtl		402.19					
4	CityRent 43820		CityRent	Water Util		30.77					
5	CityRent 43850		CityRent	Sewer Util		39.30					
6	CityRent 43860		CityRent	StrmWtrUtl		10.44					
7	Soccer 43820		SoccerComp	Water Util		1,624.23					
8	Soccer 43850		SoccerComp	Sewer Util		13.13					
9	Soccer 43860		SoccerComp	StrmWtrUtl		54.06					
10	SwrRecl 43820		SewerReclm	Water Util		4,581.28					
11	SwrRecl 43860		SewerReclm	StrmWtrUtl		331.60					
12	Water 43850		Water	Sewer Util		110.53					
							7,232.91				
CHECK TOTAL							7,232.91				
10713	City of Faribault	0000		INV	09/11/2025	081225 Admin					
ACCOUNT DETAIL						LINE AMOUNT					
1	Roberds 43090		Roberds Lk	ProfSrv		594.00					
							594.00				
CHECK TOTAL							594.00				
10713	City of Faribault	0000		INV	09/11/2025	081225					
ACCOUNT DETAIL						LINE AMOUNT					
1	Roberds 43850		Roberds Lk	Sewer Util		4,233.03					

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
								4,233.03		
							CHECK TOTAL	4,233.03		
10357	Community Co-op Oil A		0000		INV	08/28/2025	159398			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 44040			P&Tmaint	MachEqRpr			27.00		
								27.00		
10357	Community Co-op Oil A		0000		INV	08/28/2025	159419			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42210			P&Tmaint	VehEqParts			15.00		
								15.00		
10357	Community Co-op Oil A		0000		INV	08/29/2025	042945			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42210			StrMaint	VehEqParts			251.00		
								251.00		
							CHECK TOTAL	293.00		
10724	Cottingham & Butler I		0000		INV	09/11/2025	418569			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 HR 43090			HR	ProfSrv			900.00		
								900.00		
							CHECK TOTAL	900.00		
10359	Crane Creek Asphalt		0000		EFT	09/11/2025	4800010973			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 42240			Water	StMaintMat			3,509.45		
								3,509.45		
							CHECK TOTAL	3,509.45		
10361	Culligan		0000		EFT	08/30/2025	119X01279806			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 44160			Library	Rents			40.50		
								40.50		
							CHECK TOTAL	40.50		
10160	Dakota Supply Group		0000		EFT	09/05/2025	S104929540.001			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42010			SewerReclm	Supplies			252.51		

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	07/04/2025	S104748407.001	252.51		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 42010			Water	Supplies			494.46		
								494.46		
							CHECK TOTAL	746.97		
10385	Diamond Vogel Inc		0001		INV	09/12/2025	807097830			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 42010			Water	Supplies			370.12		
								370.12		
							CHECK TOTAL	370.12		
10384	Dufours Cleaners		0000		INV	08/30/2025	113990			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire 43090			Fire	ProfSrv			12.00		
								12.00		
10384	Dufours Cleaners		0000		INV	08/30/2025	114011			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire 43090			Fire	ProfSrv			12.00		
								12.00		
							CHECK TOTAL	24.00		
10275	E O Johnson Company I		0000		EFT	08/31/2025	39800130			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Admin 44160			CC Admin	Rents			418.14		
								418.14		
10275	E O Johnson Company I		0000		EFT	09/17/2025	39907496			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 44160			Library	Rents			318.43		
								318.43		
							CHECK TOTAL	736.57		
10257	Eckberg Lammers PC		0000		EFT	09/01/2025	20259			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Legal 43045			Legal	LegalProsc			13,827.75		
								13,827.75		
							CHECK TOTAL	13,827.75		

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10207	Enterprise FM Trust		0000		EFT	09/04/2025	FBN5408810			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	44160		Police	Rents			14,115.88		
								14,115.88		
							CHECK TOTAL	14,115.88		
10400	Environmental Resourc		0000		INV	08/23/2025	121238			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	43090		SewerReclm	ProfSrv			136.26		
								136.26		
							CHECK TOTAL	136.26		
10745	Evoqua Water Technolo		0000		INV	09/05/2025	907156330			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	42210		SewerReclm	VehEqParts			1,985.67		
								1,985.67		
							CHECK TOTAL	1,985.67		
10749	Fareway Stores Inc #1		0000		INV	09/05/2025	00074879			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 HR	44382		HR	EmpProgram			256.42		
								256.42		
10749	Fareway Stores Inc #1		0000		INV	09/12/2025	00022768			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Admin	42010		Admin	Supplies			5.99		
								5.99		
10749	Fareway Stores Inc #1		0000		INV	09/12/2025	00022767			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Admin	42010		Admin	Supplies			4.98		
								4.98		
							CHECK TOTAL	267.39		
10410	Faribault Ace Hardwar		0000		INV	09/03/2025	508745/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	42010		P&Tmaint	Supplies			12.55		
								12.55		

City of Faribault



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CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10410	Faribault Ace Hardwar	0000		INV	09/04/2025	508770/1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Lib Fac 42010		Lib Fac	Supplies			10.00			
							10.00			
10410	Faribault Ace Hardwar	0000		INV	09/04/2025	508781/1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42010		P&Tmaint	Supplies			26.82			
							26.82			
10410	Faribault Ace Hardwar	0000		INV	09/04/2025	508787/1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Police 42010		Police	Supplies			6.29			
							6.29			
10410	Faribault Ace Hardwar	0000		INV	09/04/2025	508802/1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 42010		SewerReclm	Supplies			49.09			
							49.09			
10410	Faribault Ace Hardwar	0000		INV	09/06/2025	508890/1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrSign 42010		Sign Sig	Supplies			13.59			
							13.59			
10410	Faribault Ace Hardwar	0000		INV	09/06/2025	508907/1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42010		P&Tmaint	Supplies			16.89			
							16.89			
10410	Faribault Ace Hardwar	0000		INV	09/07/2025	508938/1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Pol Fac 42230		Pol Fac	Bldg Supp			134.07			
							134.07			
10410	Faribault Ace Hardwar	0000		INV	09/10/2025	508993/1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 42010		SewerReclm	Supplies			25.18			
							25.18			
10410	Faribault Ace Hardwar	0000		INV	09/10/2025	509009/1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrSign 42010		Sign Sig	Supplies			53.67			
							53.67			

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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	09/10/2025	509020/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire	42010		Fire	Supplies			9.38		
								9.38		
10410	Faribault Ace Hardwar		0000		INV	09/10/2025	509025/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	42010		SewerReclm	Supplies			23.57		
								23.57		
10410	Faribault Ace Hardwar		0000		INV	09/10/2025	509027/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	42010		P&Tmaint	Supplies			16.89		
								16.89		
10410	Faribault Ace Hardwar		0000		INV	09/11/2025	509067/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Pol Fac	42230		Pol Fac	Bldg Supp			52.15		
								52.15		
10410	Faribault Ace Hardwar		0000		INV	09/12/2025	509088/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	42010		Water	Supplies			41.81		
								41.81		
10410	Faribault Ace Hardwar		0000		INV	09/12/2025	509092/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	42010		Police	Supplies			31.48		
								31.48		
10410	Faribault Ace Hardwar		0000		INV	09/12/2025	509100/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	42010		Water	Supplies			16.78		
								16.78		
10410	Faribault Ace Hardwar		0000		INV	09/12/2025	509107/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	42010		Water	Supplies			5.00		
								5.00		
							CHECK TOTAL	545.21		
10751	Faribault Area Chambe		0000		INV	09/04/2025	647630a			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Adult	43090		Adult	ProfSrv			1,350.00		
								1,350.00		

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CHECK RUN: 082725FF 08/27/2025

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							CHECK TOTAL	1,350.00		
10411	Faribault Area Senior		0000	19	INV	09/01/2025	2025012			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Council 44383			Council	DonCvcOrg			28,175.50		
							CHECK TOTAL	28,175.50		
10075	Faribault Fleet Suppl		0000		EFT	09/03/2025	070736			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies			36.26		
								36.26		
10075	Faribault Fleet Suppl		0000		EFT	09/04/2025	070756			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrSign 42010			Sign Sig	Supplies			12.58		
								12.58		
10075	Faribault Fleet Suppl		0000		EFT	09/04/2025	070761			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 42010			Water	Supplies			56.97		
								56.97		
10075	Faribault Fleet Suppl		0000		EFT	09/05/2025	070793			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies			1.44		
								1.44		
10075	Faribault Fleet Suppl		0000		EFT	09/06/2025	070837			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42010			SewerReclm	Supplies			18.86		
								18.86		
10075	Faribault Fleet Suppl		0000		EFT	09/06/2025	070839			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 42010			Water	Supplies			25.43		
								25.43		
10075	Faribault Fleet Suppl		0000		EFT	09/06/2025	070864			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies			9.99		
								9.99		

City of Faribault



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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	09/07/2025	070878			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Water	42010		Water	Supplies			19.99		
									19.99		
10075	Faribault Fleet Suppl			0000		EFT	09/10/2025	070965			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	StrSign	42010		Sign Sig	Supplies			15.98		
									15.98		
10075	Faribault Fleet Suppl			0000		EFT	09/11/2025	070997			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Airport	42010		Airport	Supplies			19.01		
									19.01		
10075	Faribault Fleet Suppl			0000		EFT	09/11/2025	071003			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Parks	42010		P&Tmaint	Supplies			25.90		
									25.90		
10075	Faribault Fleet Suppl			0000		EFT	09/12/2025	071016			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	StrSign	42010		Sign Sig	Supplies			25.97		
									25.97		
10075	Faribault Fleet Suppl			0000		EFT	09/12/2025	071022			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	StrSign	42010		Sign Sig	Supplies			19.00		
									19.00		
10075	Faribault Fleet Suppl			0000		EFT	09/12/2025	071027			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	StrSign	42010		Sign Sig	Supplies			2.00		
									2.00		
10075	Faribault Fleet Suppl			0000		EFT	09/12/2025	071038			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Water	42010		Water	Supplies			45.98		
									45.98		
								CHECK TOTAL	335.36		

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CASH ACCOUNT: Treasury 10100				Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10757	Faribault Post Office		0000		INV	09/11/2025	081225 On Target				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 Storm	43090		Storm Wtr	ProfSrv			1,462.31			
	2 SwrRecl	43090		SewerReclm	ProfSrv			1,462.31			
	3 Water	43090		Water	ProfSrv			1,462.31			
									4,386.93		
							CHECK TOTAL	4,386.93			
10413	Faribault Rental Equi		0000		CRM	02/18/2025	Credit State 021825				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 StrMaint	42210		StrMaint	VehEqParts			-399.99			
									-399.99		
10413	Faribault Rental Equi		0000		INV	06/29/2025	602174				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 Police	42010 25907		Police	Supplies			35.00			
									35.00		
10413	Faribault Rental Equi		0000		INV	07/26/2025	604582				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 Parks	42010		P&Tmaint	Supplies			10.46			
									10.46		
10413	Faribault Rental Equi		0000		INV	08/02/2025	604937				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 StrMaint	42410		StrMaint	MinorEquip			179.99			
									179.99		
10413	Faribault Rental Equi		0000		INV	08/08/2025	605150				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 Parks	42010		P&Tmaint	Supplies			24.99			
									24.99		
10413	Faribault Rental Equi		0000		INV	09/04/2025	606383				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 Adult	42010		Adult	Supplies			216.00			
									216.00		
							CHECK TOTAL	66.45			
10418	Fastenal Company		0000		EFT	09/06/2025	MNDUN136978				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 StrSign	42240		Sign Sig	StMaintMat			20.00			
									20.00		

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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	20.00			
10111	FPR Inc	0000		INV	08/16/2025	71697				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 44040		SewerReclm	MachEqRpr			62.78			
							62.78			
						CHECK TOTAL	62.78			
10445	Garlick Brothers LLC	0000		EFT	03/30/2025	120872				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Pol Fac 44010		Pol Fac	Bldg Maint			40.00			
							40.00			
						CHECK TOTAL	40.00			
11127	Genuine Parts Company	0000		INV	08/29/2025	014215				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 42160		SewerReclm	Chem&Prod			119.24			
							119.24			
11127	Genuine Parts Company	0000		INV	09/04/2025	014745				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 PF PW 42410		PF PW	MinorEquip			101.99			
							101.99			
11127	Genuine Parts Company	0000		INV	09/05/2025	014847				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42210		P&Tmaint	VehEqParts			26.31			
							26.31			
11127	Genuine Parts Company	0000		INV	09/10/2025	015259				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 42010		SewerReclm	Supplies			23.47			
							23.47			
11127	Genuine Parts Company	0000		INV	09/10/2025	015286				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 42010		SewerReclm	Supplies			13.96			
							13.96			
						CHECK TOTAL	284.97			

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		
10433 GFOA	0000		INV	09/11/2025	081225					
ACCOUNT DETAIL					LINE AMOUNT					
1 Fin 43140		Finance	Train&Ed		277.35				277.35	
					CHECK TOTAL	277.35			277.35	
10777 Glenn's Service LLC	0000		INV	08/08/2025	961					
ACCOUNT DETAIL					LINE AMOUNT					
1 Police 42120		Police	Motor Fuel		45.81				45.81	
10777 Glenn's Service LLC	0000		INV	08/14/2025	69240					
ACCOUNT DETAIL					LINE AMOUNT					
1 StrMaint 43090		StrMaint	ProfSrv		90.00				90.00	
10777 Glenn's Service LLC	0000		INV	08/16/2025	71382					
ACCOUNT DETAIL					LINE AMOUNT					
1 StrMaint 43090		StrMaint	ProfSrv		360.00				360.00	
					CHECK TOTAL	495.81			495.81	
10780 Glynn Bryan	0000		EFT	09/04/2025	080525 B Glynn					
ACCOUNT DETAIL					LINE AMOUNT					
1 Water 43140		Water	Train&Ed		98.00				98.00	
					CHECK TOTAL	98.00			98.00	
10436 Godfather's Pizza	0000		EFT	09/03/2025	07250					
ACCOUNT DETAIL					LINE AMOUNT					
1 Aquatic 42990		AquaticCtr	CmdResale		90.00				90.00	
10436 Godfather's Pizza	0000		EFT	09/02/2025	07248					
ACCOUNT DETAIL					LINE AMOUNT					
1 Aquatic 42990		AquaticCtr	CmdResale		90.00				90.00	
10436 Godfather's Pizza	0000		EFT	09/05/2025	07252					
ACCOUNT DETAIL					LINE AMOUNT					
1 Aquatic 42990		AquaticCtr	CmdResale		135.00				135.00	

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CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10436	Godfather's Pizza	0000		EFT	09/04/2025	07251					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Aquatic 42990		AquaticCtr	CmdResale		120.00					
							120.00				
10436	Godfather's Pizza	0000		EFT	09/06/2025	07254					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Aquatic 42990		AquaticCtr	CmdResale		120.00					
							120.00				
10436	Godfather's Pizza	0000		EFT	09/08/2025	07258					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Aquatic 42990		AquaticCtr	CmdResale		45.00					
							45.00				
10436	Godfather's Pizza	0000		EFT	09/07/2025	07257					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Aquatic 42990		AquaticCtr	CmdResale		225.00					
							225.00				
10436	Godfather's Pizza	0000		EFT	09/06/2025	07253					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Youth 42010		Youth	Supplies		186.40					
							186.40				
						CHECK TOTAL	1,011.40				
10439	Grainger Inc	0000		EFT	09/11/2025	9604851551					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 42010		SewerReclm	Supplies		131.98					
							131.98				
10439	Grainger Inc	0000		EFT	09/12/2025	9605027631					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 42010		SewerReclm	Supplies		102.05					
							102.05				
						CHECK TOTAL	234.03				
10786	Hagen Christensen & M	0000	39	EFT	08/31/2025	2342.02-12					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 PrkInd 45200		Prk Dedic	BldgImprov		6,232.00					
							6,232.00				
						CHECK TOTAL	6,232.00				

City of Faribault



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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10447	Harry Brown's LLC		0000		EFT	08/23/2025	5042317			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	CH Fac 44040		CH Maint	MachEqRpr			93.36		
								93.36		
10447	Harry Brown's LLC		0000		EFT	08/23/2025	CW072425			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Police 44040		Police	MachEqRpr			238.80		
								238.80		
							CHECK TOTAL	332.16		
10447	Harry Brown's LLC		0001		EFT	08/24/2025	5042334			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	CH Fac 44040		CH Maint	MachEqRpr			70.32		
								70.32		
							CHECK TOTAL	70.32		
10448	Hart's Auto Supply		0000		EFT	08/28/2025	40965			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Police 42210		Police	VehEqParts			1,172.16		
								1,172.16		
							CHECK TOTAL	1,172.16		
10449	Hawkins Inc		0000		EFT	09/03/2025	7158342			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Water 42160		Water	Chem&Prod			4,831.20		
								4,831.20		
10449	Hawkins Inc		0000		EFT	09/06/2025	7159714			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	SwrRecl 42160		SewerReclm	Chem&Prod			10,541.47		
								10,541.47		
10449	Hawkins Inc		0000		EFT	09/06/2025	7160184			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Water 42160		Water	Chem&Prod			3,655.90		
								3,655.90		
10449	Hawkins Inc		0000		EFT	09/06/2025	7160190			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	IndoorPl 42160		IndoorPool	Chem&Prod			1,139.89		
								1,139.89		

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10449	Hawkins Inc		0000		EFT	09/06/2025	7160186			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Aquatic 42160		AquaticCtr	Chem&Prod			1,404.12		
								1,404.12		
10449	Hawkins Inc		0000		EFT	09/11/2025	7163622			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	SwrRecl 42160		SewerReclm	Chem&Prod			10,537.08		
								10,537.08		
							CHECK TOTAL	32,109.66		
10788	HD Supply Inc		0001		INV	08/28/2025	INV00781640			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	SwrRecl 42010		SewerReclm	Supplies			106.95		
								106.95		
							CHECK TOTAL	106.95		
10096	Healthy Community Ini		0000		EFT	08/30/2025	07312025-2			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Police 43140		Police	Train&Ed			300.00		
								300.00		
							CHECK TOTAL	300.00		
10460	Helen M Nagel Inc		0000		INV	08/31/2025	07222025			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Parks 42250		P&Tmaint	PlantMat			245.00		
								245.00		
							CHECK TOTAL	245.00		
10018	Henry G Meigs LLC		0000	66	INV	08/30/2025	5513377987			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	StrMaint 42240		StrMaint	StMaintMat			33,747.31		
								33,747.31		
10018	Henry G Meigs LLC		0000		INV	09/03/2025	5513378124			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	StrMaint 42240		StrMaint	StMaintMat			157.50		
								157.50		

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CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10018	Henry G Meigs LLC	0000		INV	09/10/2025	5513379497				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 43090		StrMaint	ProfSrv		855.00				
						855.00				
	CHECK TOTAL					34,759.81				
11121	HP Inc	0001		INV	09/03/2025	9022255783				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CC Admin 42410		CC Admin	MinorEquip		410.00				
						410.00				
11121	HP Inc	0001		INV	09/03/2025	9022255782				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42410		Library	MinorEquip		205.00				
						205.00				
11121	HP Inc	0001		INV	09/06/2025	9022274015				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fin 42410		Finance	MinorEquip		1,065.00				
						1,065.00				
11121	HP Inc	0001		INV	09/06/2025	9022276262				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fin 42010		Finance	Supplies		820.00				
						820.00				
	CHECK TOTAL					2,500.00				
10188	Imperial Supplies Hol	0000		EFT	05/15/2025	4379986 CR				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CC Fac 42010		CC Fac	Supplies		-95.51				
						-95.51				
10188	Imperial Supplies Hol	0000		EFT	09/05/2025	I001EC6031				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 42410		SewerReclm	MinorEquip		268.35				
						268.35				
	CHECK TOTAL					172.84				
10472	Innovative Office Sol	0000		EFT	08/27/2025	IN4892563				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CodeInsp 42010		Code/Insp	Supplies		4.54				
						4.54				

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10472	Innovative Office Sol		0000		EFT	09/04/2025	IN4900190			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	42010		Police	Supplies			69.03		
								69.03		
10472	Innovative Office Sol		0000		EFT	09/10/2025	CIN129824			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Admin	42010		CC Admin	Supplies			369.78		
								369.78		
10472	Innovative Office Sol		0000		EFT	09/06/2025	IN4902156			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 HR	42010		HR	Supplies			31.68		
	2 IT	42010		IT	Supplies			3.48		
								35.16		
10472	Innovative Office Sol		0000		EFT	09/11/2025	IN4905837			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Admin	42010		CC Admin	Supplies			67.15		
								67.15		
10472	Innovative Office Sol		0000		EFT	09/12/2025	IN4906568			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fin	42010		Finance	Supplies			124.75		
	2 Admin	42010		Admin	Supplies			15.27		
	3 HR	42010		HR	Supplies			15.27		
								155.29		
10472	Innovative Office Sol		0000		EFT	09/13/2025	IN4908072			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Admin	42010		CC Admin	Supplies			52.23		
								52.23		
10472	Innovative Office Sol		0000		EFT	09/14/2025	IN4909180			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fin	42010		Finance	Supplies			127.53		
								127.53		
							CHECK TOTAL	880.71		
10473	Insty-Prints		0000		EFT	08/16/2025	166023			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Youth	42010 25903		Youth	Supplies			55.64		
								55.64		
							CHECK TOTAL	55.64		

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 082725FF 08/27/2025

DUE DATE: 08/27/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
11187	Interstate Services,		0002		INV	08/05/2025	151396			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Police 43090		Police	ProfSrv			277.00		
								277.00		
							CHECK TOTAL	277.00		
10471	Intoximeters Inc		0000		EFT	09/13/2025	794496			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Police 42010		Police	Supplies			145.00		
								145.00		
							CHECK TOTAL	145.00		
10654	Jayanti LLC		0000		INV	09/04/2025	080525			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Water 43220		Water	Postage			18.34		
								18.34		
							CHECK TOTAL	18.34		
11189	John Wunderlich		0000		EFT	09/11/2025	081225 Wunderlich			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Police 43310		Police	Travel Exp			56.00		
								56.00		
							CHECK TOTAL	56.00		
11005	Kanopy Inc		0002		INV	08/30/2025	462552 – PPU			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Library 43096		Library	OnLineRes			52.00		
								52.00		
							CHECK TOTAL	52.00		
10274	Keystone Interpreting		0000		EFT	09/12/2025	1302-00028			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Library 43090		Library	ProfSrv			307.40		
								307.40		
							CHECK TOTAL	307.40		

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 082725FF 08/27/2025

DUE DATE: 08/27/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10301	Kielmeyer Constructio		0000		EFT	08/27/2025	4095			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint	42240		StrMaint	StMaintMat			500.44		
								500.44		
							CHECK TOTAL	500.44		
10482	Kline Distributing LL		0000		EFT	09/04/2025	36590			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic	42990		AquaticCtr	CmdResale			708.48		
								708.48		
							CHECK TOTAL	708.48		
10099	Loffler Companies Inc		0000		INV	08/31/2025	5090243			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CH Fac	44160		CH Maint	Rents			109.80		
								109.80		
							CHECK TOTAL	109.80		
10140	MacQueen Equipment LL		0000		EFT	09/11/2025	P53159			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire	42210		Fire	VehEqParts			174.00		
								174.00		
10140	MacQueen Equipment LL		0000	46	EFT	07/27/2025	E02226			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrColl	45500		Sewer Coll	Vehicles			678,557.69		
								678,557.69		
							CHECK TOTAL	678,731.69		
10836	Mankato Bearing Compa		0000		INV	09/05/2025	10419029			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint	42210		StrMaint	VehEqParts			42.01		
								42.01		
							CHECK TOTAL	42.01		
10130	Martin A Windows LLC		0000		INV	08/30/2025	2896			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	43090		P&Tmaint	ProfSrv			1,950.00		
	2 StrMaint	43090		StrMaint	ProfSrv			1,950.00		

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
10130	Martin A Windows LLC		0000		INV	08/30/2025	2941	3,900.00		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 43090			P&Tmaint	ProfSrv			1,200.00		
								1,200.00		
							CHECK TOTAL	5,100.00		
10211	Martin Marietta Mater		0000		EFT	09/07/2025	46737989			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42240			StrMaint	StMaintMat			365.98		
								365.98		
10211	Martin Marietta Mater		0000		EFT	09/11/2025	46772299			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42240			StrMaint	StMaintMat			221.34		
								221.34		
10211	Martin Marietta Mater		0000		EFT	09/14/2025	46817660			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42240			StrMaint	StMaintMat			225.72		
								225.72		
							CHECK TOTAL	813.04		
10508	Menards		0000		INV	09/10/2025	87432			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 42010			Water	Supplies			2,264.22		
								2,264.22		
							CHECK TOTAL	2,264.22		
10543	Midwest Tape LLC		0000		EFT	08/30/2025	507537037			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 43096			Library	OnLineRes			403.85		
								403.85		
10543	Midwest Tape LLC		0000		EFT	08/31/2025	507533822			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42192			Library	Audio Vis			26.99		
								26.99		
10543	Midwest Tape LLC		0000		EFT	08/31/2025	507533821			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42192			Library	Audio Vis			23.24		

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
								23.24		
10543	Midwest Tape LLC		0000		EFT	08/31/2025	507533709			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42192			Library	Audio Vis			52.99		
								52.99		
10543	Midwest Tape LLC		0000		EFT	09/07/2025	507566923			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42192			Library	Audio Vis			52.99		
								52.99		
10543	Midwest Tape LLC		0000		EFT	09/07/2025	507566924			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42192			Library	Audio Vis			71.22		
								71.22		
							CHECK TOTAL	631.28		
10851	Minnesota Ag Power In		0001		INV	09/04/2025	10578505			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42210			P&Tmaint	VehEqParts			403.01		
								403.01		
10851	Minnesota Ag Power In		0001		INV	09/04/2025	10579444			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 42210			Water	VehEqParts			174.24		
								174.24		
							CHECK TOTAL	577.25		
10530	Minnesota Department		0007		INV	09/11/2025	092325 Water Test TF			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 43140			Water	Train&Ed			32.00		
								32.00		
							CHECK TOTAL	32.00		
11196	Minnesota GFOA		0000		INV	09/11/2025	3929			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fin 43140			Finance	Train&Ed			575.00		
								575.00		
							CHECK TOTAL	575.00		

City of Faribault



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Detail Invoice List

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DUE DATE: 08/27/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10524	Minnesota Recreation	0000		EFT	08/31/2025	11257				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CC Admin 43410		CC Admin	Advertisng		175.00				
							175.00			
						CHECK TOTAL	175.00			
10523	Minnesota Valley Test	0000		EFT	09/05/2025	1317856				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 43090		SewerReclm	ProfSrv		502.40				
							502.40			
10523	Minnesota Valley Test	0000		EFT	09/06/2025	1318098				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 43090		SewerReclm	ProfSrv		502.40				
							502.40			
10523	Minnesota Valley Test	0000		EFT	09/06/2025	1318128				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 43090		SewerReclm	ProfSrv		242.00				
							242.00			
10523	Minnesota Valley Test	0000		EFT	09/06/2025	1318141				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 43090		SewerReclm	ProfSrv		242.00				
							242.00			
10523	Minnesota Valley Test	0000		EFT	09/12/2025	1318952				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 43090		SewerReclm	ProfSrv		242.00				
							242.00			
						CHECK TOTAL	1,730.80			
10538	Motorola Solutions In	0000	48	INV	07/20/2025	8282152635				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CP PS 45400		CP PS	Mach&Equip		39,476.16				
							39,476.16			
						CHECK TOTAL	39,476.16			
10525	MTI Distributing Inc	0000		EFT	09/05/2025	1488542-00				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42210		P&Tmaint	VehEqParts		153.90				
							153.90			

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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	153.90		
10989	NCPERS Group Life Ins		0000		INV	08/22/2025	8929			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Treasury 21710			Treasury	Life Pay			144.00		
								144.00		
							CHECK TOTAL	144.00		
10548	Northern Safety Techn		0000		EFT	09/04/2025	59744			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42210			StrMaint	VehEqParts			93.71		
								93.71		
							CHECK TOTAL	93.71		
10664	OK Tire Store		0000		INV	09/04/2025	21-8197			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Airport 42210			Airport	VehEqParts			154.00		
								154.00		
10664	OK Tire Store		0000		INV	08/07/2025	21-7692			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Airport 44040			Airport	MachEqRpr			44.97		
								44.97		
10664	OK Tire Store		0000		INV	08/02/2025	21-7645			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Airport 44040			Airport	MachEqRpr			49.97		
								49.97		
							CHECK TOTAL	248.94		
10559	On Target A & M Inc		0000		EFT	09/10/2025	1815001			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Storm 43090			Storm Wtr	ProfSrv			287.74		
	2 SwrRecl 43090			SewerReclm	ProfSrv			287.74		
	3 Water 43090			Water	ProfSrv			287.75		
								863.23		
							CHECK TOTAL	863.23		

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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
10580	Paape Companies Inc			0000		EFT	09/07/2025	118421			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Pol Fac	44010		Pol Fac	Bldg Maint			509.00		
									509.00		
10580	Paape Companies Inc			0000		EFT	09/07/2025	118413			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	PW Fac	44010		PW Fac	Bldg Maint			187.50		
									187.50		
								CHECK TOTAL	696.50		
10170	Palmer West Construct			0000		EFT	08/30/2025	44568			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Lib Fac	44010		Lib Fac	Bldg Maint			665.00		
									665.00		
								CHECK TOTAL	665.00		
10568	Plunkett's Pest Contr			0000		EFT	07/02/2025	9199446			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	CH Fac	43090		CH Maint	ProfSrv			131.25		
									131.25		
10568	Plunkett's Pest Contr			0000		EFT	08/31/2025	10045963			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Lib Fac	44010		Lib Fac	Bldg Maint			455.77		
									455.77		
10568	Plunkett's Pest Contr			0000		EFT	09/06/2025	10073542			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	CC Fac	44010		CC Fac	Bldg Maint			45.55		
									45.55		
10568	Plunkett's Pest Contr			0000		EFT	09/04/2025	10069774			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	StrMaint	43090		StrMaint	ProfSrv			143.90		
	2	Water	43090		Water	ProfSrv			14.98		
	3	SwrColl	43090		Sewer Coll	ProfSrv			14.98		
	4	Storm	43090		Storm Wtr	ProfSrv			2.12		
									175.98		
10568	Plunkett's Pest Contr			0000		EFT	09/04/2025	10069351			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	CH Fac	44010		CH Maint	Bldg Maint			109.20		

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City of Faribault



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DUE DATE: 08/27/2025

CASH ACCOUNT: Treasury 10100		Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
					CHECK TOTAL	109.20			
						917.75			
11199	QSC of Northfield Inc	0000	INV	09/04/2025	9539				
	ACCOUNT DETAIL				LINE AMOUNT				
	1 CH Fac 44010	CH Maint	Bldg Maint			3,976.68			
						3,976.68			
					CHECK TOTAL	3,976.68			
10587	Quality Appliance Inc	0000	EFT	08/13/2025	07115001				
	ACCOUNT DETAIL				LINE AMOUNT				
	1 Fire 42410	Fire	MinorEquip			684.10			
						684.10			
					CHECK TOTAL	684.10			
10588	Quality Aviation Inc	0000	EFT	09/01/2025	20258				
	ACCOUNT DETAIL				LINE AMOUNT				
	1 Airport 43070	Airport	Mgmt Srvc			3,500.00			
						3,500.00			
					CHECK TOTAL	3,500.00			
999997	Fieldstone Family Hom	0000	INV	09/26/2025	082725 Fieldstone				
	ACCOUNT DETAIL				LINE AMOUNT				
	1 101 22000	General	Deposits			1,000.00			
						1,000.00			
					CHECK TOTAL	1,000.00			
999997	Larry Crooks	0000	INV	09/11/2025	081225 Crooks				
	ACCOUNT DETAIL				LINE AMOUNT				
	1 StrMaint 44040	StrMaint	MachEqRpr			61.96			
						61.96			
					CHECK TOTAL	61.96			
999997	Rick Cashin	0000	INV	09/12/2025	081325 Cashin				
	ACCOUNT DETAIL				LINE AMOUNT				
	1 101 22000	General	Deposits			1,000.00			
						1,000.00			
					CHECK TOTAL	1,000.00			

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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	0000		INV	09/11/2025	081225					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Roberds 44371		Roberds Lk	SwrChrgCol		5,805.69					
							5,805.69				
						CHECK TOTAL	5,805.69				
10204	Rice County Recorder'	0002		INV	08/28/2025	202500001838					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 45300		Water	Impr Other		46.00					
							46.00				
						CHECK TOTAL	46.00				
11062	Rice County Historica	0000	22	INV	09/01/2025	20252					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Council 44383		Council	DonCvcOrg		8,452.50					
							8,452.50				
						CHECK TOTAL	8,452.50				
10901	Rice/Steele 911 Cente	0000		INV	08/29/2025	2025-JT-53					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fire 44330		Fire	DuesSubscr		147.50					
							147.50				
						CHECK TOTAL	147.50				
10071	Sakatah Carvers LLC	0000		EFT	08/22/2025	1713					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CodeInsp 42010		Code/Insp	Supplies		42.87					
							42.87				
						CHECK TOTAL	42.87				
10066	Sanco Equipment LLC	0000		EFT	09/04/2025	PS2044618-1					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42210		StrMaint	VehEqParts		227.57					
							227.57				
						CHECK TOTAL	227.57				

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		
10193	Walter D Schirmer	0000		EFT	08/31/2025	1376					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Lib Fac 44010		Lib Fac	Bldg Maint		495.00					
							495.00				
						CHECK TOTAL	495.00				
10614	Sherwin Williams Comp	0000		INV	09/04/2025	9015-1					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrSign 42410		Sign Sig	MinorEquip		45.80					
							45.80				
						CHECK TOTAL	45.80				
10628	SHI International Cor	0000		EFT	07/25/2024	CR-886716					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 IT 42010		IT	Supplies		-1,164.00					
							-1,164.00				
10628	SHI International Cor	0000		EFT	03/11/2024	CR-839540					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 IT 42410		IT	MinorEquip		-377.00					
							-377.00				
10628	SHI International Cor	0000		EFT	07/08/2024	CR-881069					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 IT 42410		IT	MinorEquip		-375.00					
							-375.00				
10628	SHI International Cor	0000		EFT	05/11/2025	B19620342					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 HR 43095		HR	SoftwrSupp		283.20					
	2 Engineer 43095		Engineer	SoftwrSupp		849.60					
	3 Fin 43095		Finance	SoftwrSupp		849.60					
	4 IT 43095		IT	SoftwrSupp		283.20					
							2,265.60				
						CHECK TOTAL	349.60				
10032	Shred Right	0000		EFT	09/04/2025	0054259					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 HR 43090		HR	ProfSrv		286.75					
							286.75				

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CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10032	Shred Right	0000		EFT	09/04/2025	0054255					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 43090		Police	ProfSrv		40.00					
							40.00				
	CHECK TOTAL						326.75				
10194	Sophos Payment Resour	0000		EFT	08/27/2025	18773736					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 IT 43095		IT	SoftwrSupp		960.00					
							960.00				
	CHECK TOTAL						960.00				
10124	Springbrook Holding C	0000		EFT	08/30/2025	INV-021334					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 44325		Water	BankFeeChrg		1,811.50					
	2 SwrColl 44325		Sewer Coll	BankFeeChrg		1,811.50					
							3,623.00				
10124	Springbrook Holding C	0000		EFT	08/30/2025	TM INV-009712					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 43090		Water	ProfSrv		100.00					
	2 SwrRecl 43090		SewerReclm	ProfSrv		100.00					
	3 Storm 43090		Storm Wtr	ProfSrv		50.00					
							250.00				
10124	Springbrook Holding C	0000		EFT	08/30/2025	TM INV-009713					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 43090		Water	ProfSrv		275.00					
	2 SwrRecl 43090		SewerReclm	ProfSrv		275.00					
	3 Storm 43090		Storm Wtr	ProfSrv		137.50					
							687.50				
	CHECK TOTAL						4,560.50				
10108	Star Sports & Apparel	0000		INV	08/14/2025	Clover2025 Jul22					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CodeInsp 42180		Code/Insp	Uniforms		743.50					
							743.50				
	CHECK TOTAL						743.50				

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 082725FF 08/27/2025

DUE DATE: 08/27/2025

CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10620	Streicher's Inc	0000		INV	08/30/2025	I1775783			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Police 42180		Police	Uniforms		188.00			
							188.00		
10620	Streicher's Inc	0000		INV	08/31/2025	I1775886			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Police 42410		Police	MinorEquip		3,334.95			
							3,334.95		
10620	Streicher's Inc	0000		INV	08/31/2025	I1776112			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Police 42010		Police	Supplies		458.14			
							458.14		
10620	Streicher's Inc	0000		INV	09/03/2025	I1776353			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Police 42180		Police	Uniforms		20.00			
							20.00		
						CHECK TOTAL	4,001.09		
11133	Summit Infrastructur	0000	42	INV	05/15/2025	1056			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 44050		SewerReclm	EOMaint		15,795.00			
							15,795.00		
						CHECK TOTAL	15,795.00		
10243	Swank Motion Pictures	0000		INV	09/05/2025	DB 4030523			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Youth 42010		Youth	Supplies		405.00			
							405.00		
						CHECK TOTAL	405.00		
10635	Temple Electric Motor	0000		EFT	09/17/2025	S3037			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 42210		SewerReclm	VehEqParts		72.00			
							72.00		
						CHECK TOTAL	72.00		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 082725FF 08/27/2025

DUE DATE: 08/27/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10611	Tom's Lock & Key LLC	0000		INV	08/31/2025	0015174					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 42010		P&Tmaint	Supplies		45.00					
							45.00				
10611	Tom's Lock & Key LLC	0000		INV	08/16/2025	0015170					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Pol Fac 44010		Pol Fac	Bldg Maint		75.00					
							75.00				
						CHECK TOTAL	120.00				
11201	Trenten Fritz	0000		EFT	09/04/2025	080525 Water Test TF					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 43140		Water	Train&Ed		98.00					
							98.00				
						CHECK TOTAL	98.00				
10133	Truck Center Companie	0002		EFT	09/04/2025	XA304187657:01					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42210		StrMaint	VehEqParts		928.52					
							928.52				
10133	Truck Center Companie	0002		EFT	09/05/2025	XA304187715:01					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42210		StrMaint	VehEqParts		91.08					
							91.08				
						CHECK TOTAL	1,019.60				
10222	Tyler Technologies In	0000		EFT	08/22/2025	045-530855					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CP Govt 43090		CP Govt	ProfSrv		1,956.00					
							1,956.00				
10222	Tyler Technologies In	0000		EFT	08/29/2025	045-531694					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CP Govt 43090		CP Govt	ProfSrv		4,564.00					
							4,564.00				
						CHECK TOTAL	6,520.00				

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 082725FF 08/27/2025

DUE DATE: 08/27/2025

CASH ACCOUNT: Treasury 10100				Cash					
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
999998	Dineen Enterprises LL	0000		INV	08/20/2025	692			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 601 20200		Water	AP		93.12			
							93.12		
						CHECK TOTAL	93.12		
999998	Fieldstone Family Hom	0000		INV	08/18/2025	687			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 601 20200		Water	AP		286.27			
							286.27		
						CHECK TOTAL	286.27		
999998	Jacob Morris	0000		INV	08/20/2025	698			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 601 20200		Water	AP		30.24			
							30.24		
						CHECK TOTAL	30.24		
999998	Jennifer & Aarin Ward	0000		INV	08/20/2025	697			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 601 20200		Water	AP		345.13			
							345.13		
						CHECK TOTAL	345.13		
999998	Leslie Wander	0000		INV	08/20/2025	693			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 601 20200		Water	AP		64.35			
							64.35		
						CHECK TOTAL	64.35		
999998	Mario Mjelleli	0000		INV	08/20/2025	695			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 601 20200		Water	AP		150.00			
							150.00		
						CHECK TOTAL	150.00		

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 082725FF 08/27/2025

DUE DATE: 08/27/2025

CASH ACCOUNT: Treasury 10100				Cash					
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
999998	Megan Clements	0000		INV	08/20/2025	696			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 601 20200		Water	AP		42.32			
							42.32		
						CHECK TOTAL	42.32		
999998	Neil Olson	0000		INV	08/20/2025	688			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 601 20200		Water	AP		26.85			
							26.85		
						CHECK TOTAL	26.85		
999998	Pat Walter	0000		INV	08/20/2025	689			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 601 20200		Water	AP		52.03			
							52.03		
						CHECK TOTAL	52.03		
999998	Piller Properties LLC	0000		INV	08/20/2025	691			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 601 20200		Water	AP		26.48			
							26.48		
						CHECK TOTAL	26.48		
999998	Roger Yeager	0000		INV	08/20/2025	690			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 601 20200		Water	AP		55.38			
							55.38		
						CHECK TOTAL	55.38		
999998	Stephanie Strouth	0000		INV	08/20/2025	694			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 601 20200		Water	AP		55.07			
							55.07		
						CHECK TOTAL	55.07		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 082725FF 08/27/2025

DUE DATE: 08/27/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10107	Utility Logic LLC	0000		INV	09/07/2025	15685					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 42160		SewerReclm	Chem&Prod		124.08					
							124.08				
						CHECK TOTAL	124.08				
10658	Vessco Inc	0000		EFT	09/06/2025	098414					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 42210		SewerReclm	VehEqParts		942.26					
							942.26				
						CHECK TOTAL	942.26				
11200	Visu-Sewer LLC	0000	106	INV	05/30/2025	39056					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrColl 44050		Sewer Coll	EOMaint		75,710.25					
							75,710.25				
						CHECK TOTAL	75,710.25				
10964	Wal-Mart	0000		INV	08/10/2025	669136354					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Aquatic 42010		AquaticCtr	Supplies		94.12					
							94.12				
10964	Wal-Mart	0000		INV	08/08/2025	668960051					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fire Fac 42230		Fire Fac	Bldg Supp		26.46					
							26.46				
10964	Wal-Mart	0000		INV	08/07/2025	668887133					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42010		Library	Supplies		121.78					
							121.78				
10964	Wal-Mart	0000		INV	08/02/2025	668670291					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Aquatic 42010		AquaticCtr	Supplies		118.19					
							118.19				
10964	Wal-Mart	0000		INV	07/31/2025	668480825					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Youth 42010 25901		Youth	Supplies		31.82					
							31.82				

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 Program ID: apwarnt

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 082725FF 08/27/2025

DUE DATE: 08/27/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10964	Wal-Mart	0000		INV	08/16/2025	669531028				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CC Admin 42010		CC Admin	Supplies		27.65				
							27.65			
10964	Wal-Mart	0000		INV	09/03/2025	23604563460515153673				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Aquatic 42010		AquaticCtr	Supplies		19.77				
							19.77			
10964	Wal-Mart	0000		INV	09/06/2025	83677799765042447992				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Youth 42010 25903		Youth	Supplies		41.56				
							41.56			
10964	Wal-Mart	0000		INV	09/06/2025	49814214022693237146				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CC Fac 42010		CC Fac	Supplies		110.82				
							110.82			
10964	Wal-Mart	0000		INV	09/12/2025	67543039350679724128				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Police 42010		Police	Supplies		39.94				
							39.94			
						CHECK TOTAL	632.11			

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 082725FF 08/27/2025

DUE DATE: 08/27/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10662	Waste Management of W		0000		INV	08/31/2025	9321848-2282-7			
ACCOUNT DETAIL							LINE AMOUNT			
1	Airport	43840		Airport	RefuseDisp			135.41		
2	Aquatic	43840		AquaticCtr	RefuseDisp			815.83		
3	CC Fac	43840		CC Fac	RefuseDisp			135.84		
4	CH Fac	43840		CH Maint	RefuseDisp			132.69		
5	Fire Fac	43840		Fire Fac	RefuseDisp			123.91		
6	Lib Fac	43840		Lib Fac	RefuseDisp			135.85		
7	Parks	43840		P&Tmaint	RefuseDisp			1,282.91		
8	Pol Fac	43840		Pol Fac	RefuseDisp			129.66		
9	PW Fac	43840		PW Fac	RefuseDisp			1,025.23		
10	Soccer	43840		SoccerComp	RefuseDisp			100.91		
11	Storm	43840		Storm Wtr	RefuseDisp			15.17		
12	SwrColl	43840		Sewer Coll	RefuseDisp			106.70		
13	SwrRecl	43840		SewerReclm	RefuseDisp			1,978.97		
14	Water	43840		Water	RefuseDisp			106.70		
15	Wshngtn	43840		Wshngtn	RefuseDisp			56.64		
								6,282.42		
10662	Waste Management of W		0000		INV	08/31/2025	9321847-2282-9			
ACCOUNT DETAIL							LINE AMOUNT			
1	Parks	43840		P&Tmaint	RefuseDisp			446.98		
								446.98		
							CHECK TOTAL	6,729.40		
10973	Xcel Energy		0000		INV	09/08/2025	939638269			
ACCOUNT DETAIL							LINE AMOUNT			
1	StrLight	43810		StrLight	Elec Util			21.15		
								21.15		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 082725FF 08/27/2025

DUE DATE: 08/27/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10973 Xcel Energy	0000		INV	09/12/2025	940086576					

ACCOUNT DETAIL

LINE AMOUNT

1	Airport	43830	Airport	Gas Util	154.57
2	Aquatic	43810	AquaticCtr	Elec Util	26,402.11
3	Aquatic	43830	AquaticCtr	Gas Util	2,239.94
4	CC Fac	43810	CC Fac	Elec Util	8,368.27
5	CC Fac	43830	CC Fac	Gas Util	711.54
6	CH Fac	43810	CH Maint	Elec Util	2,777.62
7	CH Fac	43830	CH Maint	Gas Util	174.26
8	EmrgMgmt	43810	EmrgMgmt	Elec Util	56.59
9	Fire Fac	43810	Fire Fac	Elec Util	1,387.93
10	Fire Fac	43830	Fire Fac	Gas Util	419.84
11	Lib Fac	43810	Lib Fac	Elec Util	1,449.56
12	Lib Fac	43830	Lib Fac	Gas Util	762.54
13	Parks	43810	P&Tmaint	Elec Util	3,513.37
14	Parks	43830	P&Tmaint	Gas Util	40.00
15	Pol Fac	43810	Pol Fac	Elec Util	6,445.09
16	Pol Fac	43830	Pol Fac	Gas Util	728.22
17	PW Fac	43830	PW Fac	Gas Util	95.06
18	Soccer	43810	SoccerComp	Elec Util	293.25
19	Storm	43810	Storm Wtr	Elec Util	58.25
20	Storm	43830	Storm Wtr	Gas Util	1.41
21	StrLight	43810	StrLight	Elec Util	318.11
22	StrSign	43810	Sign Sig	Elec Util	467.48
23	SwrColl	43810	Sewer Coll	Elec Util	746.74
24	SwrColl	43830	Sewer Coll	Gas Util	83.92
25	SwrRecl	43810	SewerReclm	Elec Util	53,166.64
26	SwrRecl	43830	SewerReclm	Gas Util	1,216.28
27	Water	43810	Water	Elec Util	35,274.45
28	Water	43830	Water	Gas Util	29.89
29	Wshngtn	43810	Wshngtn	Elec Util	982.52
30	Wshngtn	43830	Wshngtn	Gas Util	89.04
31	PW Fac	43810	PW Fac	Elec Util	3,936.60

152,391.09

CHECK TOTAL

152,412.24

10671 Zarnoth Brush Works I 0000

EFT 09/03/2025

0203153-IN

ACCOUNT DETAIL

LINE AMOUNT

1	StrMaint	42210	StrMaint	VehEqParts	628.00
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Report generated: 08/21/2025 13:51:22
 User: Fawn Fuller (FFuller)
 Program ID: apwarrrt

Page 45

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 082725FF 08/27/2025
DUE DATE: 08/27/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
							628.00			
						CHECK TOTAL	628.00			
10673	Ziegler Inc	0000		EFT	09/05/2025	IN002014221				
	ACCOUNT DETAIL					LINE AMOUNT				
	1	StrMaint	42210	StrMaint	VehEqParts		203.57			
							203.57			
						CHECK TOTAL	203.57			
322	INVOICES			WARRANT TOTAL			1,469,321.98		1,469,321.98	



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 082625FF 08/26/2025
DUE DATE: 08/26/2025

CASH ACCOUNT: Treasury		10100	Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
11203	AT&T Enterprises LLC		0000	109	INV	09/18/2025	081925 AT&T Enterpri			
		ACCOUNT DETAIL					LINE AMOUNT			
	1	StrImp	45300	Street Imp	Impr Other		48,030.00			
								48,030.00		
							CHECK TOTAL	48,030.00		
1	INVOICES			WARRANT TOTAL			48,030.00	48,030.00		

CLAIMS LIST REPORT

Check Run Summary

CHECK RUN: 082625FF 08/26/2025
DUE DATE: 08/26/2025

FUND	ORG	ACCOUNT	AMOUNT	AVLB BUDGET
401	StrImp	Street Improvement Pr	48,030.00	-281,523.07
Improvements Oth than				
FUND TOTAL			48,030.00	
WARRANT SUMMARY TOTAL			48,030.00	
GRAND TOTAL			48,030.00	



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Rochelle Anderholm-Parsch, Parks and Recreation Director
MEETING DATE: August 26, 2025
SUBJECT: Resolution 2025-200 Approve Street Closures for IRIS 5K/10K Turkey Trot

Background:

The Turkey Trot is scheduled for Thursday, November 27, 2025, from approximately 7:30 AM to 11:30 AM. This will require some street closures, but barricades will not be used, and Faribault police will assist with the intersections along the routes. This run is scheduled for Thanksgiving morning when there should not be much traffic on the roads.

Both the 5K and 10K routes will be the same as last year. Please see the attached maps. IRIS has been working closely with the Faribault Police Department regarding coordination of this run.

Recommendation:

Approve Resolution 2025-200 to intermittently close streets for the IRIS 5K/10K Turkey Trot on Thursday, November 27, 2025.

Attachments:

1. Resolution 2025-200 Approve Street Closures for IRIS 5K 10K Turkey Trot
2. Turkey Trot Request
3. Turkey Trot Maps

CITY OF FARIBAULT

RESOLUTION #2025-200

APPROVE STREET CLOSURES FOR IRIS 5K/10K TURKEY TROT

WHEREAS, Infants Remembered in Silence (IRIS) is sponsoring the IRIS 5K/10K Turkey Trot on Thursday, November 27, 2025; and

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

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

NOW, THEREFORE BE IT RESOLVED, that street closures will be required for the 2025 Turkey Trot. Route maps are attached. The streets will be intermittently closed on November 27, 2025, from approximately 7:30 AM to 11:30 AM for the Annual IRIS 5K/10K Turkey Trot.

Date Adopted: August 26, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

From: Diana Kelley <diana@irisremembers.com>

Sent: Tuesday, August 12, 2025 2:21 PM

To: Rochelle Anderholm-Parsch <rap@faribaultmn.gov>; Dave Dillon <ddillon@faribaultmn.gov>; Dustin Dienst <ddienst@faribaultmn.gov>; Heather Slechta <hslechta@faribaultmn.gov>

Subject: Turkey Trot for IRIS Request

Dear City of Faribault Staff,

Please accept this letter as a formal request from Infants Remembered In Silence (IRIS) for Road Closure, Trail use, orange parking cones, Faribault Fire Department, Faribault Police Department and other volunteer associated groups for help for the 17th Annual Turkey Trot on Thanksgiving morning, Thursday November 27th.

1. Road Closure: 17th St. SW from Willow St. to 9th Ave. SW (in front of the Faribault Middle School) on Thursday November 27, 2025 from 7:45 – 11:45 am.

Youth Events: (Tot Trot and Gobble Wobble) start at 8 am and will be held on 17th St.

Adult Events are also started on 17th St.

10K Run start time 8:30 am

5K Run start time 8:35 am

5K Walk start time 8:45 am

Please see the attached map of the run/walk route map.

2. Trail Use: We would like to request use of the trail from Prairie Ave. to Springwood Lane, Cuyll Bay to Willow St., and Glynview Trail to 9th Ave.

If you have any questions, please contact me at the numbers below.

Thank You!

Diana Kelley

Founder and Executive Director

Infants Remembered In Silence, Inc. (c) (IRIS)

218 3rd Ave. NW

Faribault, MN 55021

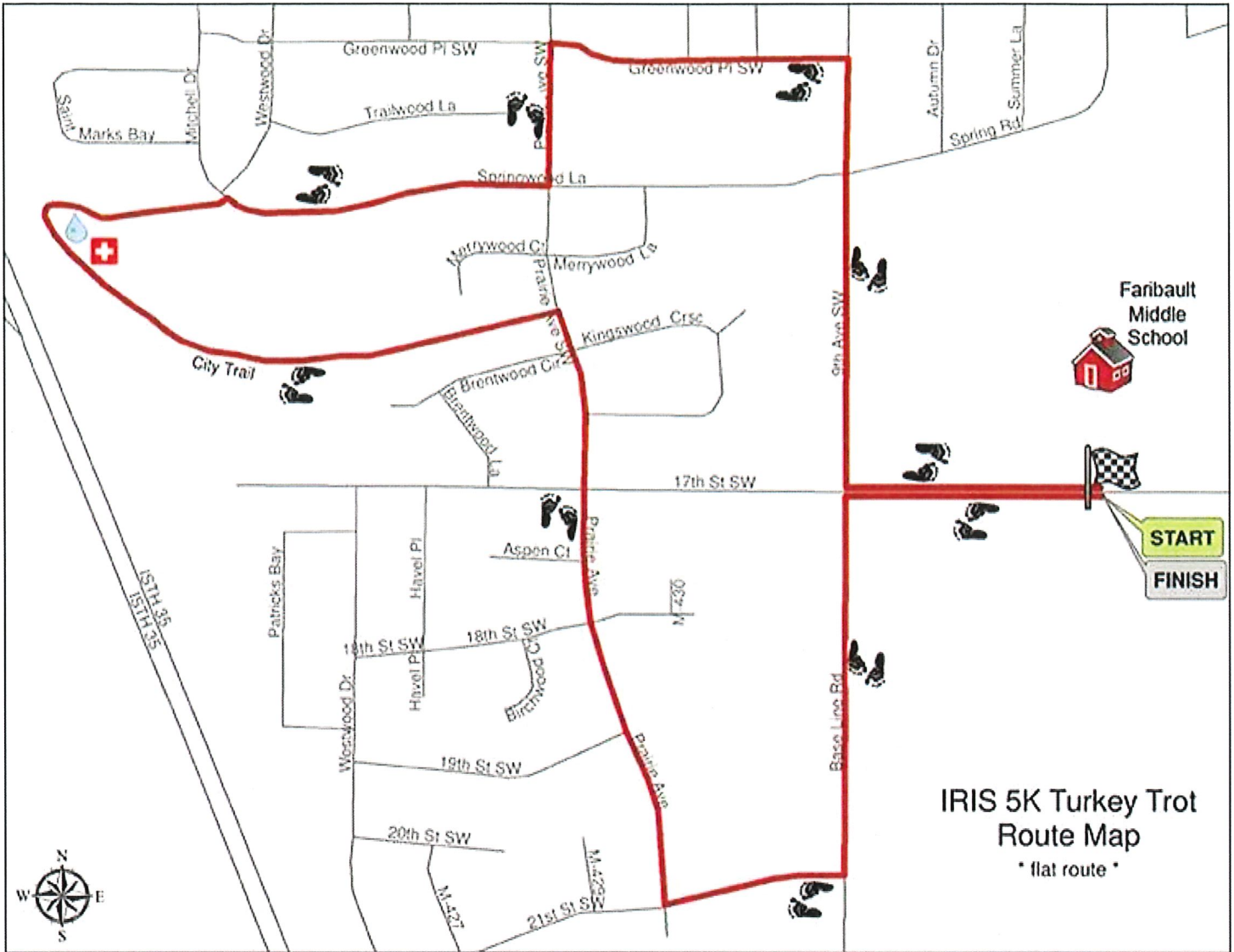
Office: (507) 334-4748

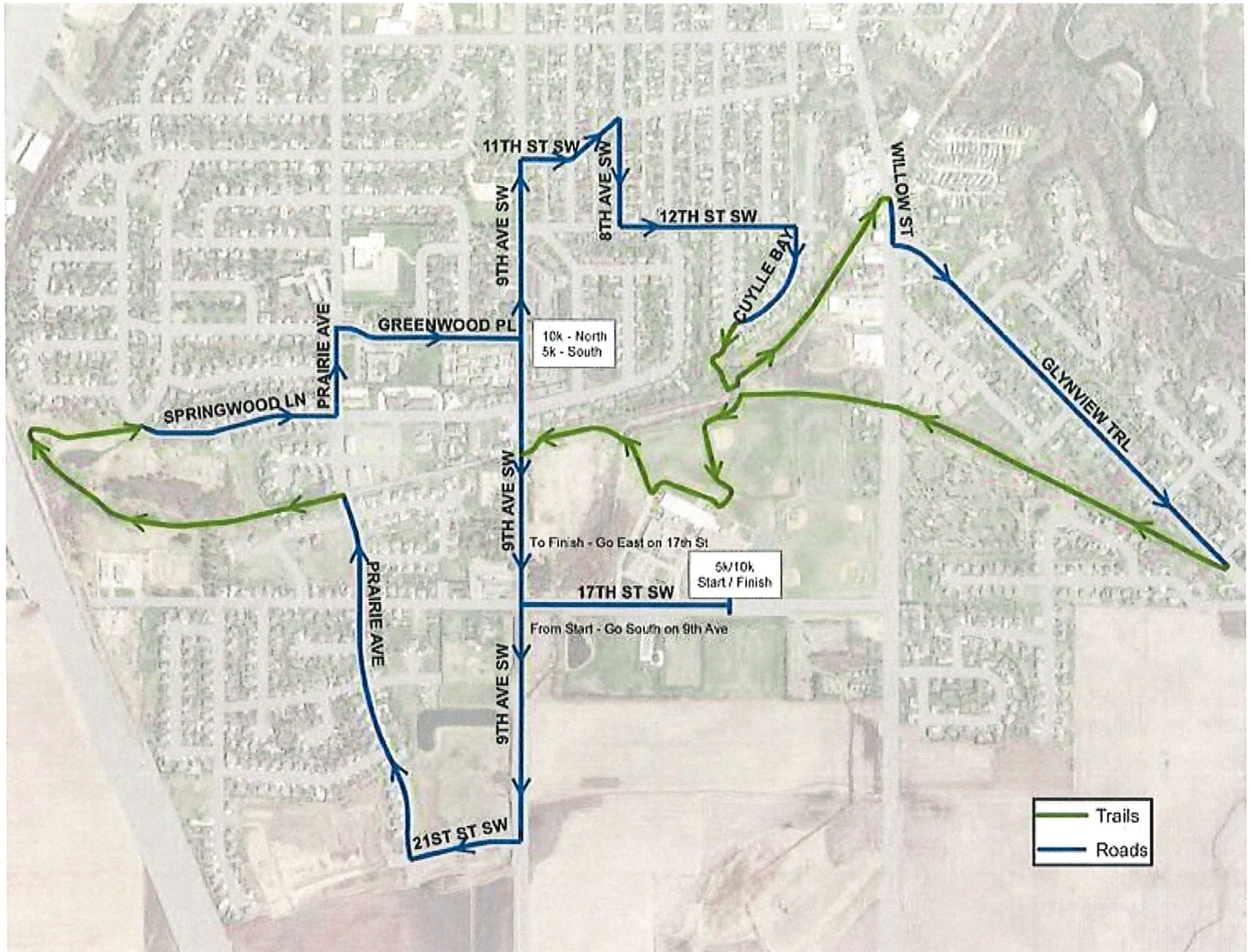
Cell: (507) 330-2148

Email: support@irisRemembers.com

Website: www.irisRemembers.com or www.irisRemembers.org

Founded in 1987







Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: August 26, 2025
SUBJECT: Resolution 2025-201 Amend the 2025 Adopted Budget to Re-Estimate Fund 404 Parkland Improvements

Background:

Fund 404- Parkland Improvements was recently reviewed as part of the 2026 budget process. Through that review it was noted that a budget amendment is needed to help clean-up things that have or have not happened in the current fiscal year. The attached resolution adjusts the 2025 budget to account for where 2024 ended related to the Viaduct Park Phase 1 and the internal loan and anticipated construction costs. It also adjusts the franchise fee revenue down based on the changes of allocations to this fund.

Recommendation:

To approve Resolution 2025-201

Attachments:

1. Resolution 2025-201 Budget Amendment Re-Estimate 404

CITY OF FARIBAULT

RESOLUTION #2025 - 201

AMEND THE 2025 ADOPTED BUDGET TO RE-ESTIMATE FUND 404- PARKLAND IMPROVEMENTS

WHEREAS, the City Council of the City of Faribault did formally adopt a 2025 Budget and establish fund appropriations for 2025 on December 10, 2024, on Resolution 2024-245 in accordance with City Charter and State Statutes; and

WHEREAS, throughout the fiscal year it is necessary to make certain amendments to the budget; and

WHEREAS, the Faribault City Council desires to revise the adopted 2025 budget to more accurately depict expected expenditures for the current year.

NOW, THEREFORE BE IT RESOLVED that City staff is hereby directed to revise the 2025 Budget as follows:

Organization	Object	Amount	Purpose
PrkInd	34111	-70,000	Reduce franchise fee revenue
PrkInd	36250	+39,500	Increase parkland fees YTD actual
PrkInd	39310	-163,753	Reduce internal loan revenue to actual to be borrowed in 2025
PrkInd	45200	-476,853	Reduce Viaduct Park Phase 1 project costs to expected actual
PrkInd	46110	+120,000	Add interest expense for Viaduct Park internal loan
PrkInd	46010	+200,000	Establish budget for expected internal loan principal (for cash budgeting)

Date Adopted: August 26, 2026

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: August 26, 2025
SUBJECT: Approve Biosolids Hauling and Application Agreement Extension

Background:

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

WRF personnel are satisfied with the services provided by Fergus Power Pump Inc. under this contract, and are recommending proceeding with a two-year extension. Under the proposed extension, the cost of the work would increase from the current rate of \$0.061/gallon to \$0.062/gallon in 2026 and \$0.064/gallon in 2027. A fuel surcharge is also added for fuel above \$3.50/gallon. A fee for \$4,400.00 will be applied for mixing the lagoon as needed. The increases are a result of rising trucking costs.

The City has been working with this company since 1997. Included in this agreement, Fergus Power Pump, Inc. completes all the required reporting and permitting for the hauling and land application of the biosolids.

Recommendation:

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

Attachments:

1. Faribault Contract Extension 2026 2027 contract



**FERGUS
POWER
PUMP INC.**

**Biosolids
Management**

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

7-22-25

Steve McDowell
City of Faribault
214NE 14th Street
Faribault, MN 55021

REF: Contract Extension

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

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

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

2026	\$0.062 / gallon
2027	\$0.064 / gallon

Lagoon Crawler agitation 2026-2027	\$4,400.00
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Dredging, hauling, and land application will be conducted as per Minnesota Pollution Control Agency, MPCA and EPA Rules. Fergus Power Pump is a MPCA Type IV Certified Corporation.

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

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

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

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

Sincerely,

McClain Okerstrom, Vice President



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: August 26, 2025
SUBJECT: Approve Limited Use Agreement for On-Street Parking at 818 4th St. NW

Background:

The property owner at 818 4th St NW, Midwest Flats LLC, is currently constructing a multifamily building as part of the second phase of their development project. Part of the approved site plan calls for the construction of parking along 5th St. NW right-of-way, to be used by residents, as shown in Exhibit C in the attached agreement.

The City Attorney has drafted a limited use agreement to allow the use. The initial term of the agreement expires in 2045 with the option to extend upon mutual written consent of both parties. This agreement is consistent with those the City has approved for the same use at 107 3rd Ave. NW and 25 2nd St. NW.

Recommendation:

Approve Limited Use Agreement for On-Street Parking at 818 4th St. NW

Attachments:

1. LUA 818 4th St. NW

LIMITED USE AGREEMENT

THIS LIMITED USE AGREEMENT made and entered into as of this 26th day of August, 2025, by and between Midwest Flats LLC, a Minnesota Limited Liability Company (hereinafter referred to as "Grantee") and the City of Faribault, a Minnesota municipal corporation (hereinafter referred to as "City").

WITNESSETH:

- A. The Grantee is the fee owner of the property described in the attached Exhibit A (the "Property").
- B. The Grantee has requested that the Grantor agrees to allow Grantee to improve and use right-of-way located along 5th Street NW ("the ROW"), depicted in the attached Exhibit B.
- C. The Grantee has requested permission to use the City's property for the purpose of constructing a bituminous road surface and other improvements over the right-of-way to create parking spaces for use by the Grantee.
- D. Any improvements to the City Property shall be at the sole cost of the Grantee. Further, Grantee shall bear all risk associated with constructing improvements upon the City Property.

THEREFORE, on the basis of the foregoing and upon the mutual undertakings and promises herein contained, the parties hereto stipulate and agree as follows:

1. Use of the City Property. In consideration of the covenants and agreements herein to be performed by Grantee and other good and valuable consideration, and subject to the limitations contained herein, the City does hereby allow Grantee the non-exclusive use of that portion of the City Property necessary for access, and the construction of a bituminous surface for parking purposes upon the ROW. The use granted herein shall comply generally with the depiction attached as Exhibit C hereto. Prior to installing any improvements within the City Property, Grantee shall obtain written permission from the

City Engineer as to location and minimum specifications of the parking improvements to be installed. Grantee shall not cause nor allow the ROW to be utilized as a private or public access to any other properties beyond the Property.

The City reserves the right to use the ROW during the term of this Agreement for its own purposes, in the City's sole discretion.

2. Term and Extensions. The term of this Agreement commences on the date that this Agreement is executed by the parties and will terminate on December 31, 2045 or such earlier date as provided for in this Agreement. The term of this Agreement may be extended with the mutual written consent of the City and Grantee.

3. Termination During Term. This Agreement may be terminated prior to the expiration of the term set forth herein, as follows:

- a. The Grantee may terminate this Agreement during its term by giving at least thirty (30) days advance written notice to the other party. Termination will be effective on the date specified in the notice, and if no date is specified, thirty (30) days following the mailing of notice.
- b. The City may terminate this Agreement during its term immediately upon notice to the Grantee.

4. ROW Construction, Maintenance and Repair. The Grantee shall be solely responsible for the cost and the construction, maintenance and repair of the bituminous surface at the ROW, both during the installation and after the completion of construction. Maintenance shall include all snow removal, drainage issues, repair, replacement, and any other issues that may arise due to the construction of the bituminous surface. Grantee shall return the areas surrounding the ROW to its present condition after installation of the bituminous surface.

Grantee shall repair and maintain, in a proper, substantial, and workmanlike manner, the ROW during the term of this Agreement. Grantee shall be responsible for the costs of removal of any refuse or waste materials from the ROW. Grantee shall not use the ROW for the storage, handling, transportation or disposal of any hazardous substance, hazardous waste, pollutant or contaminant as those terms are defined in 42 U.S.C. Section 9601, et. seq. ("CERCLA") or Minnesota Statutes Chapter 115B ("MERLA"). In the event that Grantee fails to repair or maintain the ROW during the term of this Agreement, such limited use grant may be revoked by the City.

5. Liens and Encumbrances. The Grantee agrees that during the term of this Agreement it shall not permit or suffer any liens or encumbrances to be placed against the ROW, nor shall it during such term engage in any activity that would cause or result in the placement of any liens or encumbrances against the ROW.
6. Costs/Letter of Credit. The Grantee agrees that all costs for installing a bituminous surface

and other improvements on the ROW must be paid by Grantee. City shall assume no cost, either directly or indirectly, for the installation or maintenance of the bituminous surface and other improvements. The Grantee agrees that all costs for removal of the improvements, including but not limited to the bituminous surface at the ROW, shall be paid by the Grantee.

In order to ensure completion of the improvements covered by this Agreement and to satisfy any current or future costs to the City, the Grantee agrees to deliver to the City prior to any work on the ROW a letter of credit or cash deposit ("Letter of Credit") in the amount of \$5,000.00, which amount represents 100% of the estimated cost to the City should it have to repair or maintain the improvements, or remove the improvement to exercise its right of entry onto the City Property. This amount represents the maximum risk exposure to the City, rather than the entire cost of all improvements. The Letter of Credit shall be delivered to the City prior to issuance of a building permit for the City Property and shall renew automatically thereafter until released by the City. The Letter of Credit shall be in a form acceptable to the City. The Letter of Credit shall allow the City to draw upon the instrument, in whole or in part, in order to complete any construction, maintenance, or removal of any improvement in the ROW, and to pay any fees or costs due to the City.

The City agrees to release or reduce the Letter of Credit upon termination of this Agreement and satisfaction of all of Grantee's duties under this Agreement. If at any time the City determines that the bank issuing the Letter of Credit no longer satisfies the City's requirements regarding solvency and creditworthiness, the City shall notify the Grantee and the Grantee shall provide to the City, within 30 days, a substitute Letter of Credit from another bank meeting the City's requirements. If the Grantee fails to provide the City within 30 days with a substitute Letter of Credit from an issuing bank satisfactory to the City, the City may draw on the existing Letter of Credit.

In the event the City does not recover its costs under the provisions of this paragraph 6, as an additional remedy, the City may, at its option, assess the Property in the manner provided by Minnesota Statutes, Chapter 429, and Grantee 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 as service charges, in the manner provided by Minnesota Statutes, Sections 415.01, 366.011, and 366.012, and the Grantee hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to Minnesota Statutes, provided the amount levied does not exceed the expenses actually incurred by the City pursuant to this Agreement.

This Paragraph 6 shall survive termination of this Agreement and shall be binding on the Grantee regardless of the enforceability of any other provision of this Agreement.

7. Right of Entry. City shall retain all right of entry upon the ROW. City may, at its sole

discretion, remove or alter any part of the bituminous surface within the ROW to exercise its rights in the right-of-way. If City plans to exercise this right, City shall make reasonable efforts to notify Grantee before any removal or alteration work will commence. Nothing in this agreement shall create liability on behalf of the City for removing or altering the bituminous surface at the ROW, and Grantee shall have no right to recover any damages, in money or equity, for the removal or alteration of same.

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

Grantee shall indemnify, hold harmless and defend the City, its officials, employees, contractors and agents from and against any and all liability, loss, costs, damages, expenses, claims, actions or judgments, including reasonable attorneys' fees which Grantee, its officers, employees, agents or contractors may hereinafter sustain, incur, or be required to pay, arising out of by reason of any act or failure to act by Grantee, its officers, employees, agents or contractors or arising out of or by reason of this Agreement.

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.

9. Insurance. Grantee shall acquire and maintain property and liability insurance in at least the sum of \$1,500,000. Grantee shall provide to City a current certificate of liability insurance or policies of insurance for all insurance coverage required herein. Such certificate of liability insurance or policies of insurance shall contain a statement that such policies of insurance shall not be cancelled or amended unless sixty (60) days written notice is provided to the City. The City shall be named as an additional insured on such policies of insurance as to the ROW.
10. Taxes. Grantee shall be responsible for all real estate taxes and installments on special assessments which are due and payable on the Property and the ROW, if any.
11. Assignment. The rights granted to Grantee hereunder may not be transferred or assigned without the prior written consent of the City.
12. No Damages; No Relocation Benefits. Grantee understands and acknowledges that City is willing to enter into this Agreement and carry out its obligations hereunder only because Grantee has agreed that it will make no claim for damages or relocation benefits upon termination of this Agreement or pursuant to any other agreement with the City.

Specifically, and without limitation of the foregoing, Grantee understands that upon the expiration or other termination of this Agreement, the City has no obligation to provide Grantee with other routes for access to the Property.

13. No Property Interest. This instrument is not an easement or a lease, creates no landlord-tenant relationship, and nothing in this Agreement will be deemed to create any property interest other than as expressed in this Agreement.
14. Permits. Grantee agrees to properly apply for and retain any and all permits necessary to carry out any improvements outlined in this Agreement. Grantee shall be solely responsible for determining the proper boundaries of the ROW and shall be liable to any other property owners for trespass onto their property.
15. Notice. Any notice which is required under this Agreement will be deemed "given" upon hand delivery or three (3) days after prepaid posting in the U. S. Mail whichever will first occur. Notices shall be delivered or mailed to, or to such other address as a party may designate by notice to the other party:
 - a. If to the Grantee:

Midwest Flats LLC
2105 Winnetka Avenue North
Golden Valley, MN 55427
ATTN: Nicole El Sawaf
 - b. If to the City:

City of Faribault
208 NW 1st Avenue
Faribault, MN 55021
ATTN: City Administratorwith a copy to:

Scott J. Riggs
Kennedy & Graven
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
16. Discrimination Provision. Grantee, in the use of the Property, shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, or national origin.
17. Waiver. The waiver by City or Grantee of any breach of any term of this Agreement shall not be deemed a waiver of any prior or subsequent breach of the same term or any

other term of this Agreement.

18. Entire Agreement; Modification. This Agreement, together with any 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, concerning this Agreement. This Agreement may be modified or amended only by court order or by a writing executed by all the parties hereto under the provisions of this Agreement.
19. Headings. Any headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.
20. Severability. If any part of this Agreement shall be held invalid, it shall not affect the validity of the remaining parts of this Agreement, provided that such invalidity does not materially prejudice either party under the remaining parts of this Agreement and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.
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.
22. Public Data. This Agreement and the information related to it are subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, which presumes that data collected by City is public data unless classified otherwise by law.
23. Relationship of Parties. Nothing contained in this Agreement shall be deemed to create a partnership, association or joint venture between the City and Grantee, or to create any other relationship between the parties other than that of City and Grantee.
24. Compliance with Laws. Grantee agrees to abide by and conform to all laws, rules, and regulations, including future amendments, controlling or affecting the use or occupancy of the Property and the City Property.
25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.
26. Attorney Fees. Grantee agrees to pay the City's costs and expenses, including attorney fees in the drafting and review of this Agreement. Grantee further agrees to pay the City's costs and expenses, including attorney fees, in the event a suit or action is brought by the City against the Grantee to enforce the terms of this Agreement.

27. Recitals. The recitals set forth above are incorporated into the Agreement.

[The remainder of this page was intentionally left blank]



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

GRANTEE
MIDWEST FLATS LLC

By:



Nicole El Sawaf

Its:

Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this 8th day of August, 2025, by Nicole El Sawaf, the Manager of Midwest Flats LLC, a Minnesota Limited Liability Company, Grantee.





Notary Public

CITY
CITY OF FARIBAULT

By: _____
Thomas J. Spooner
Its: Mayor

By: _____
Jessica L. Kinser
Its: City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

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

Notary Public

THIS DOCUMENT DRAFTED BY:

Kennedy & Graven, Chartered (SJR)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 1, Lot 2, Lot 3, Lot 4, Lot 7, Lot 8, Lot 9 and Lot 10 and those parts of Lot 5 and Lot 6, Block 9, in McClelland's Addition to Faribault, Rice County, Minnesota, described as follows: Beginning at the Southwest corner of the East 40 feet of said Lot 7; thence South 89 degrees, 17 minutes, 01 second West, along the Southerly line of said Block 9 (for purposes of this description bearings are assumed and based on said South line being South 89 degrees, 17 minutes, 01 second West), 34.63 feet; thence North 04 degrees, 30 minutes, 21 seconds West, 330.30 feet to a point in the north line of said Block 9; thence North 89 degrees, 15 minutes, 22 seconds East, along said North line, 59.67 feet to the Northwest corner of the East 40.00 feet of said Lot 4; thence South 00 degrees, 09 minutes 30 seconds East, along the West line of the East 40.00 feet of said Lots 4 and 7, a distance of 329.63 feet to said point of beginning.

TOGETHER WITH

Part of Lots 4, 5, 6 & 7, Block 9, in McClelland's Addition to Faribault, Rice County, Minnesota, described as follows:

Beginning at the southwest corner of the East 40.00 feet of said Lot 7; thence South 89 degrees 17 minutes 01 seconds West, along the southerly line of said Block 9 (for purposes of this description bearings are assumed and based on said South line being South 89 degrees 17 minutes 01 second West), 34.63 feet; thence North 04 degrees 30 minutes 21 seconds West, 330.30 feet to a point in the North line of said Block 9; thence North 89 degrees 15 minutes 22 seconds East, along said North line, 59.67 feet to the Northwest corner of the East 40.00 feet of said Lot 4; thence South 00 degrees 09 minutes 30 seconds East, along the West line of the East 40.00 feet of said Lots 4 and 7, a distance of 329.63 feet to said point of beginning.

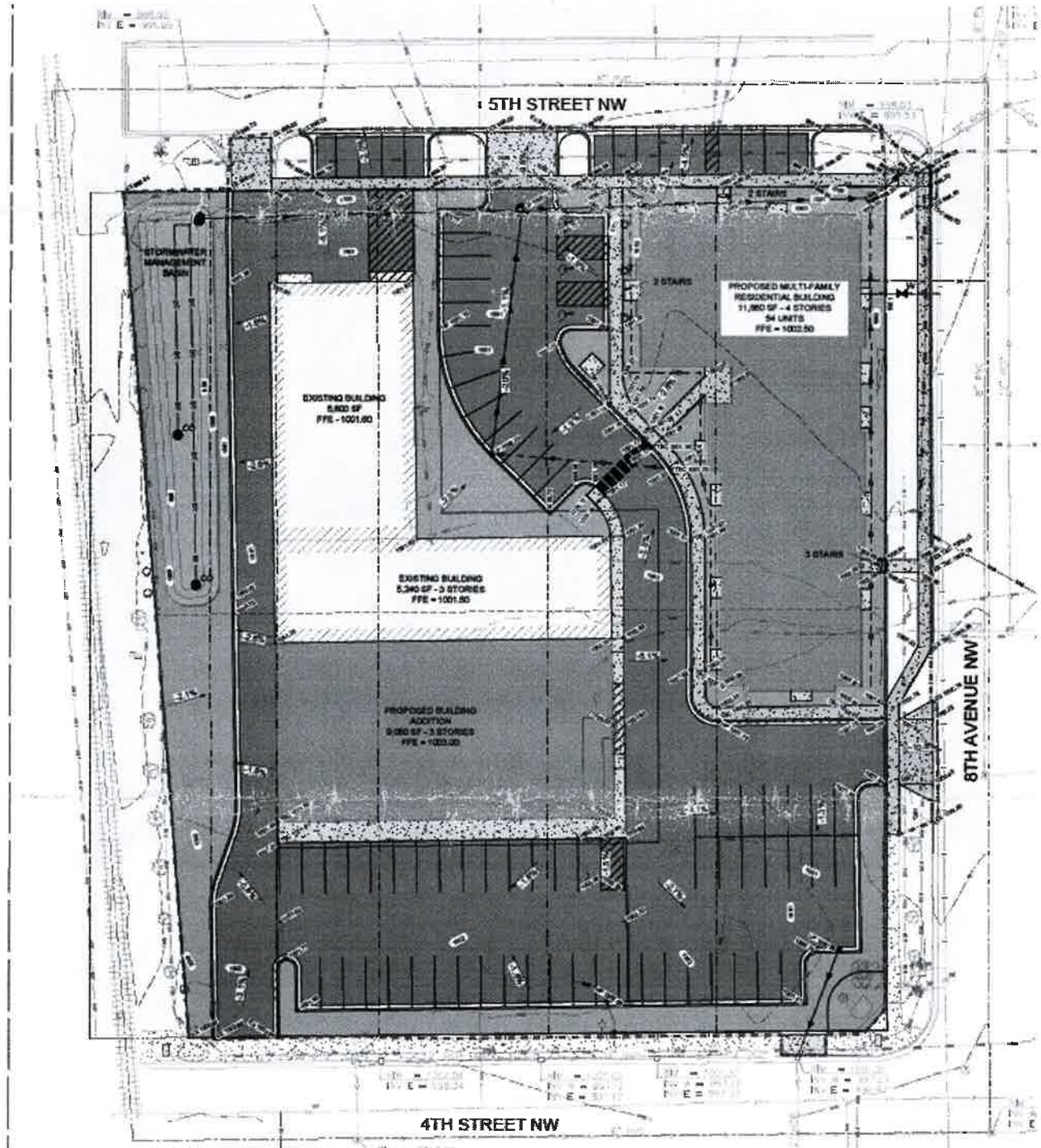
EXHIBIT B
LIMITED USE AREA



B-1

EXHIBIT C

PROPERTY IMPROVEMENT PLANS



C-1



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Rochelle Anderholm-Parsch, Parks and Recreation Director
MEETING DATE: August 26, 2025
SUBJECT: Resolution 2025-202 Accept Donation from Harry Brown's LLC

Background:

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

This is a request to accept a donation from Harry Brown's LLC in the amount of \$3,000.00 for the 2025 Pet Parade.

Recommendation:

Approve Resolution 2025-202 Accept Donation Harry Brown's LLC as requested.

Attachments:

1. Resolution 2025-202 Accept Donation from Harry Brown's LLC

CITY OF FARIBAULT

RESOLUTION #2025-202

ACCEPT DONATION FROM HARRY BROWN'S LLC

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 a donation from Harry Brown's LLC in the amount of \$3,000 for the Pet Parade.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes Faribault Parks and Recreation Department to accept the donation of \$3,000 from Harry Brown's LLC for the Pet Parade.

Date Adopted: August 26, 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: August 26, 2025
SUBJECT: Resolution 2025-203 Approve Execution Of
MnDOT Contract No. 1060156 Trunk Highway
Maintenance Agreement For State Fiscal Years
2026 & 2027

Background:

Attached is a copy of proposed MnDOT Contract No.1060156. This contract is for trunk highway maintenance (snow plowing, sweeping, patching etc.) for portions of T.H. 60. The agreement is for the State fiscal years (SFY) 2026 and 2027. The contract will expire on June 30, 2027. The compensation rate for the contract will increase by 3.4% for each SFY from the current rate of \$2,493.92 per lane mile to \$2,581.21 per lane mile in SFY 2026, and \$2,671.55 per lane mile in SFY 2027. Total compensation for the two-year agreement is \$60,721.691.

Recommendation:

Approve Resolution 2025-203

Attachments:

1. Resolution 2025-203
2. 1060156 Agr Faribault City TH 60 Biennial Maintenance Agreement

CITY OF FARIBAULT

RESOLUTION #2025-203

**APPROVE EXECUTION OF MNDOT CONTRACT NO. 1060156 TRUNK
HIGHWAY MAINTENANCE AGREEMENT FOR STATE FISCAL YEARS 2026 &
2027**

WHEREAS, an agreement has been prepared MnDOT Contract No. 1060156 for the City of Faribault to provide routine maintenance upon, along and adjacent to Trunk Highway No. 60 the limits of which are defined in said agreement, which is attached and made part of this resolution; and

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

NOW, THEREFORE BE IT RESOLVED, that the City of Faribault shall execute Contract No. 1060156 with the Minnesota Department of Transportation to provide routine maintenance services upon, along and adjacent to Trunk Highway No. 60, the limits which are defined in said Contract.

ALSO, BE IT RESOLVED, that the Mayor and City Administrator are hereby authorized and directed to execute MnDOT Contract No. 1060156 for routine maintenance on Trunk Highway No. 60 in the City of Faribault.

Date Adopted: August 26, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

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

Routine Maintenance Performed by the City
on:

Total Agreement Amount

\$60,721.91

Trunk Highway Number (T.H.): 60

Amount Encumbered (Fiscal Year 2026)

\$29,838.79

Amount Encumbered (Fiscal Year 2027)

\$30,883.12

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

Recitals

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

Agreement

1. Term of Agreement; Survival of Terms

- 1.1. Effective Date.** This Agreement will be effective on July 1, 2025, or the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2. Expiration Date.** This Agreement will expire on June 30, 2027, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 7. Liability; Worker Compensation Claims; Insurance; 10. State Audits; 11. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure.

2. Agreement Between the Parties

2.1. *Maintenance by the City.*

- A. **Location.** The City will perform routine maintenance of the following portions of the trunk highway system within the Corporate City limits:
 - i. On Trunk Highway No. 60 from the junction with Trunk Highway No. 21 easterly and southerly to Shumway Avenue, a total distance of 1.9 miles consisting of 9.04 lane miles.
 - ii. On Trunk Highway No. 60 from Western Avenue easterly to the west side of Trunk Highway No. 21, a total distance of 0.63 miles consisting of 2.52 lane miles.
- B. **Total Mileage.** The total trunk highway mileage for the routine maintenance performed under this Agreement is 2.53 miles consisting of 11.56 lane miles.

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

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

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

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

2.4. Traffic Control.

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

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

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

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

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

3. Basis of State Cost

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

4. State Cost and Payment by the State

4.1. State Cost. \$60,721.91 is the State's estimated total cost for the routine maintenance covered under this Agreement based on the data below:

-3-

A. Fiscal Year 2026: \$29,838.79 = 11.56 lane miles times \$2,581.21 per lane mile

B. Fiscal Year 2027: \$30,883.12 = 11.56 lane miles times \$2,671.55 per lane mile

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

A. Encumbrance by the State of the necessary funds for the routine maintenance payment amount.

B. Execution of this Agreement and transmittal to the City.

C. The State's receipt of an invoice from the City for the applicable quarter, signed by the State's authorized representative attesting that all routine maintenance has been performed in full conformity with this Agreement.

i. The invoice must indicate the amount, if any, deducted from the estimated quarterly payment under Article 2.5 and Article 2.6 of this Agreement.

ii. The City will keep records and accounts that enable it to provide the State, when requested, with documentation itemizing the labor, materials, and equipment used to perform the routine maintenance.

5. Authorized Representatives

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

5.1. The State's Authorized Representative will be:

Name, Title: Joseph Fiesler, Maintenance Supervisor (or successor)
 Address: 1010 21st Avenue Northwest, Owatonna, MN 55060
 Telephone: 507-205-6407
 E-Mail: joseph.fiesler@state.mn.us

5.2. The City's Authorized Representative will be:

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

6. Assignment; Amendments; Waiver; Contract Complete

6.1. Assignment. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City from contracting with a third party to perform City maintenance responsibilities covered under this Agreement.

6.2. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

6.3. Waiver. If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

6.4. Contract Complete. This Agreement contains all prior negotiations and agreements, with respect to routine maintenance, between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability; Worker Compensation Claims; Insurance

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

8. Nondiscrimination

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

9. Title VI/Non-discrimination Assurances

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

10. State Audits

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

11. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

12. Governing Law; Jurisdiction; Venue

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

13. Termination

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

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

14. Force Majeure

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

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STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Purchase Order: 3000835772

CITY OF FARIBAULT

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

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

-7-

Payable Routine Maintenance (Cooperative Agreements)

CITY OF FARIBAULT

RESOLUTION

IT IS RESOLVED that the City of Faribault enter into MnDOT Agreement No. 1060156 with the State of Minnesota, Department of Transportation for the following purposes:

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

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

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Faribault at an authorized meeting held on the _____ day of _____, 20_____, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day
of _____, 20_____

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kindra Papenfus, Finance Director
MEETING DATE: August 26, 2025
SUBJECT: Resolution 2025-205 Amend Designation of Authorized Signers Official Depository and Broker/Dealers for the City of Faribault

Background:

The Finance Department proposes the addition of Moreton Capital Markets as an approved provider of investment services for the City. A review of Moreton's credentials has verified that they satisfy our Investment Policy requirements. Moreton offers tools such as analytical investment review, local benchmarking and free training, along with an efficient and proactive process for maintaining investment ladders. Current satisfied users of Moreton's services include the cities of Alexandria, Duluth, New Ulm and Waconia as well as several counties in the state.

Recommendation:

Approval of the addition of Moreton Capital Markets as an broker / dealer for the City of Faribault

Attachments:

1. Resolution 2025-205 Amend Designation of Authorized Signers Official Depository and Broker Dealers for City of Faribault

CITY OF FARIBAULT

RESOLUTION #2025-205

AMEND DESIGNATION OF AUTHORIZED SIGNERS, OFFICIAL DEPOSITORY AND BROKER/DEALERS FOR THE CITY OF FARIBAULT

WHEREAS, Minnesota State Statute 118A, and the City's Investment Policy requires that the City designate authorized signers and official depositories; and

WHEREAS, the listed financial institutions have agreed to follow the City of Faribault Investment Policy and have provided adequate collateralization for City funds.

NOW, THEREFORE BE IT RESOLVED, that the following individuals be designated as official signers for the City of Faribault as of April 28, 2025:

Thomas Spooner, Mayor
Jessica Kinser, City Administrator
Kindra Papenfus, Finance Director

ALSO, BE IT RESOLVED, that the following financial institutions be designated as depositories for the City of Faribault:

Citizens Community Federal
State Bank of Faribault
Wells Fargo Bank

ALSO, BE IT RESOLVED, that the following institutions be designated as broker/dealers for the investment of City funds:

RBC Capital Market, LLC.
Oppenheimer & Co. Inc.
League of Minnesota Cities 4M Fund
Moreton Capital Markets

Date Adopted: August 26, 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: August 26, 2025
SUBJECT: Approve Professional Services Proposal for Two Rivers Siphon Box Project - Contract 2025-08

Background:

The 2025-2029 Capital Improvement Plan includes the replacement of the the sanitary sewer siphon box that carries sanitary sewer waste from the west side of the Canon River to the east side and the Water Reclamation Facility. The current siphon boxes are deteriorating at an accelerated rate due to hydrogen sulfide gases and are need of replacement. A feasibility study was completed and previously discussed and the consensus was the best option was to replace both siphon boxes (one on each side of the river) as well as the siphon pipes (Alternative 3). A copy of the feasibility study is attached for reference. The proposed project will not only replace critical infrastructure that is in a deteriorated state, but the new siphon box system will be moved back from the river banks providing long term resiliency from high water events as well as the system will be designed for future growth and expansion as shown in the City's Comprehensive Sanitary Sewer Plan.

Attached is a proposal for a professional design services proposal from Stantec for the proposed work. Stantec was chosen as they are the consultant that completed the feasibility study for the project and are already familiar with the project as they competed the preliminary project scoping. Funding fo the project will come from the sewer utility fund (602).

Recommendation:

Approve Professional Services Proposal for Two Rivers Siphon Box Project - Contract 2025-08 with Stantec and Authorize Mayor and City Administrator to Execute a Contract

Attachments:

1. Faribault_Siphon_Improvement_Study_FINAL
2. Faribault Siphon Improv Final Design Letter Proposal_08052025

3. Faribault Siphon Improv Final Design Contract Docs_08052025

Faribault Siphon Improvements Study



Prepared for:
City of Faribault

March 21, 2025

Prepared by:
Stantec Consulting Services

Project/File:
193807321

Disclaimer

The conclusions in the Report titled Faribault Siphon Improvements Study are Stantec's professional opinion, as of the time of the Report, and concerning the scope described in the Report. The opinions in the document are based on conditions and information existing at the time the scope of work was conducted and do not consider any subsequent changes. The Report relates solely to the specific project for which Stantec was retained and the stated purpose for which the Report was prepared. The Report is not to be used or relied on for any variation or extension of the project, or for any other project or purpose, and any unauthorized use or reliance is at the recipient's own risk.

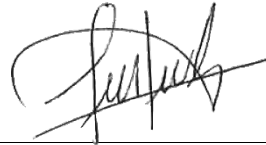
Stantec has assumed all information received from City of Faribault (the "Client") and third parties in the preparation of the Report to be correct. While Stantec has exercised a customary level of judgment or due diligence in the use of such information, Stantec assumes no responsibility for the consequences of any error or omission contained therein.

This Report is intended solely for use by the Client in accordance with Stantec's contract with the Client. While the Report may be provided by the Client to applicable authorities having jurisdiction and to other third parties in connection with the project, Stantec disclaims any legal duty based upon warranty, reliance or any other theory to any third party, and will not be liable to such third party for any damages or losses of any kind that may result.

Prepared by:



Erik Peters, P.E.



Luisa Torres, P.E.

Approved by:



Joe Palen, P.E.

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Appendix C	Itemized Cost Estimates
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1 Introduction

The City of Faribault (City) has two deteriorating siphon manholes and two siphon pipes of unknown condition crossing the Cannon River just downstream of its confluence with the Straight River (see Figure 1). Stantec Consulting Services, Inc. (Stantec) was requested by the City to complete an alternatives analysis to evaluate options and cost to replace portions of or the entire sanitary sewer siphon. The goal of this analysis is to provide Faribault information and considerations to reliably continue to deliver sewage to the wastewater treatment facility (WWTF), minimize future maintenance needs within the siphon system and reduce the risk of future flood damage. The scope of work is found in Appendix A.

2 Background

Over the last seven years, sulfuric acid (produced by bacteria metabolizing hydrogen sulfide gas generated under anoxic conditions) has severely corroded both concrete siphon manhole structures and the siphon valves are no longer operational. The condition of the ductile iron (DI) siphon pipes is unknown but is suspected to have some corrosion as well.

The siphon crossing consists of two pipes: a 12-inch and 16-inch diameter DI pipe. The primary siphon pipe is the 12-inch pipe due to a weir in the upstream siphon manhole structure that directs flow to the 12- inch pipe at low flows. In 1998 the current siphon structures and DI siphon pipes were installed. City staff regularly conduct maintenance flushing of siphon pipes (typically annually).

The two siphon manholes are located on the top of bank along outside bends of both the Cannon and Straight River. The riverbanks near the siphon manholes are subject to natural scouring by the two rivers. In the past 27 years, river scour has exposed an old sewer pipe that was abandoned in 2004 and is threatening the current siphon structures. Bank scour and channel migration lead the City to place riprap along the Straight River in the 2020s to protect the gravity pipe draining into the downstream siphon structure to the WWTF. The siphon piping was placed roughly 4 feet below the channel bottom at the time of construction. During high flow events river scour may expose the pipe.

3 Hydraulic Analysis

3.1 Existing Flow Conditions

The City provided the following data:

- Latest GIS database including manholes, sewer gravity mains, cleanouts, fittings, siphons, etc.
- Siphon record drawings.



- Existing SSA sanitary sewer model used in preparation of 2021 sewer comprehensive plan.
- 2021 Sanitary Sewer Comprehensive Plan.
- Flow metering data for the siphon system from November and December of 2024.

Stantec developed an existing conditions PCSWMM model based on the above data. To represent existing flow, Stantec completed a dry-weather flow (DWF) analysis of the latest meter data and compared it to the value used in the 2021 SSA model for average peak flow. The 2024 average DWF was calculated to be 770 gallons/minute (gpm), similar to the 2021 value of 790 gpm. The average DWF is essentially unchanged since 2020/2021. Since the 2024 data is more recent, it was input into the PCSWMM model upstream of the siphon to represent existing conditions average flow rate.

Based on meter data, the existing peak DWF is 1,040 gpm, resulting in a 1.35 multiplier to the average DWF. To estimate the existing peak wet-weather flow (WWF), Stantec applied a Metropolitan Council Environmental Services (MCES) peaking factor of 3.1 based on the average DWF for a peak WWF of 2,400 gpm. For details on peaking factors refer to [MCES Water Resources Policy Plan](#).

3.2 Design Flow Development

The 2021 Sanitary Sewer Comprehensive Plan (SSCP) provided future flow projection for the City at ultimate build-out. At ultimate build-out the SSCP estimated a peak flow to the siphon at roughly 11,000 gpm. The City believes that ultimate buildout is likely to be more than 50 years out and the consensus opinion was that a lower design value was needed.

A design peak flow rate of 5,700 gpm was selected after consultation with city staff. The 5,700 gpm matches the capacity of the existing 27" gravity sewer pipe draining to and from the siphon. The 5,700 gpm design peak flow correlates to a future average peak flow of 1,835 gpm as discussed below. Designing the future siphon capacity to match the existing gravity pipe capacity opens an additional 1,860 gpm of conveyance capacity.

To model the variability of future flows Stantec developed a hydrograph based on the following assumptions:

- The 3.1 peaking factor used for the existing wet weather flow (WWF) conditions will be the same for the future WWF conditions.
- The future WWF is the flow at which the pipes downstream of the siphon reach full capacity.
- The 1.35 multiplier between peak and average DWF for existing conditions will be the same for future peak DWF conditions.

Based on the above assumptions, the future average DWF was estimated to be 1,835 gpm (the future WWF divided by the peaking factor). The future peak DWF was estimated at 2,470 gpm (future average DWF multiplied by 1.35 and rounded).



Per the scope of work found in Appendix A, Stantec modeled different alternatives to inform design. Alternatives requiring siphon pipe replacement were modeled under the following flow scenarios:

- Existing peak DWF flow.
- Existing peak WWF flow.
- Future peak DWF flow.
- Future peak WWF.

The existing 12-inch and 16-inch diameter siphon pipes do not have the capacity to pass 5,700 gpm without unacceptable impacts to the upstream sewer system (flow surcharging ≥ 1 foot above top of pipe). For Alternatives 1 and 2, the existing siphon piping and its capacity would not be improved. Not increasing the siphon capacity leaves the current siphon as a flow conveyance restriction. The existing siphon capacity is estimated at 3,840 gpm without causing upstream surcharging conditions.

3.3 Siphon Design Considerations

When designing the siphon alternatives, Stantec made the following considerations:

- Worked collaboratively with City staff on pipe alignments and piping considerations.
- To address potential corrosion issues, the design assumes plastic pipe instead of DIP for new pipe.
- Preference for locating the new siphon manholes outside of the active channel migration area.
- Provide an average siphon flow velocity of at least 2 ft/s, preferably 3 ft/s to reduce sediment accumulation in the main siphon.

4 Improvement Alternatives

Three alternatives were developed with City staff to progressively address each of the above siphon design considerations. Each alternative is described below. The following are common to each alternative:

- New siphon structures sized to allow for the addition of the third siphon barrel to increase conveyance capacity (above current design peak flow).
- New siphon structures would be resistant to microbial induced corrosion. Prefabricated, reinforced polymer concrete structures are preferred over lined cement concrete structures. Polymer structures are inherently corrosion resistant. Whereas liners regardless of type (e.g. spray on, HPDE, FRP, etc.) typically have a shorter lifespan if pinholes gaps occur or due to aging.



- Bypass pumping of sewer flows would utilize the existing siphon piping. Bypass pumping would be routed into one siphon while a siphon connection is made to a new structure. Then the pump discharge would be directed to the other siphon pipe when the second siphon connect is made.

4.1 Alternative No. 1

The first alternative replaces and relocates the upstream siphon structure and trunk gravity sewer leading to the upstream siphon manhole (see Figure 2). All work takes place within Two Rivers Park. The new siphon structure would be set approximately 40 feet back farther from the existing structure and river. The new siphon structure was sited with the intention to not physically impact the park's pavilion during construction. The siphon piping that would be exposed with the removal of the existing structure would be removed and replaced with plastic piping and extended to the new structure.

This alternative leaves the existing siphon piping down the riverbank and along the river channel bottom in place. This alternative is the least costly alternative. The siphon structure would be setback roughly twice the distance from the eroding bank compared to the 1998 design. The small changes to the siphon piping will not have an impact of the current siphon capacity. Drawbacks and unknowns of this alternative include the following:

1. The condition of the siphon pipes is unknown. Internal corrosion or external river scour may have degraded the pipe wall thickness.
2. While moving the siphon structure 40 ft from the riverbank will provide an elevated level of protection from high water events and river scour reducing the likelihood of performance issues compared to its current location, the structure will remain in a somewhat vulnerable location given its relative proximity to the confluence of the Straight and Cannon Rivers and the predominant currents.
3. This alternative defers the cost of addressing future siphon capacity constraints until a later date.
4. Adding a future third siphon pipe under the river will be challenging between the two siphon structures. Crossing the river again by open cut trenching may not be feasible due to environmental protection, scour protection and permitting considerations. Crossing the river by horizontal directional drilling (HDD) will be constrained by pipe bend radius required to make the necessary vertical curves for the desired vertical profile across the river. Consequently, the HDD entry and exit drilling pits will be well beyond/landward of the siphon structures. Shored excavation would be required to dig down to the HDD pipe behind/landward of the siphon structures to make the pipe connection behind each siphon structure.

The significance of the above four issues is outside the scope of this study. The first issue will be an ongoing issue regardless of the siphon's current conditions. The second issue will constrain the City's alternatives for stabilizing the channel banks (i.e. more rock/riprap that is less friendly for river access and aquatic habitat) and its schedule for implementing channel stabilization. Both issues have unknown long-term costs associated with them that are not reflected in the cost estimate. The differed cost to provide



siphon capacity similar to Alternative 3 will likely be substantial given the fourth issue. These unknowns likely result in a higher life cycle cost compared to Alternative 3.

4.2 Alternative No. 2

The second alternative incorporates all the first alternative improvements plus replacing and relocating downstream siphon structure and setting back a portion of the gravity sewer draining the siphon to the WWTF (see Figure 3). The portion of gravity sewer that parallels the transmission lines would be set back from the river to the other side of the transmission lines and tower.

This alternative, like Alternative 1, leaves the existing siphon piping down the riverbank and along the river channel bottom in place. The drawbacks and unknowns associated with Alternative 1 are part of this alternative as well. The added benefits of this alternative over Alternative 1 include:

1. The downstream siphon structure is set approximately 100 feet back from the existing structure that is on the riverbank that until recent placement of riprap was actively eroding.
2. Approximately 450 linear feet of 27" gravity sewer pipe will be setback from the riverbank, an outside bend of the Straight River. This setback will help protect the sewer system from channel migration and make maintenance of the existing riprap armor unnecessary for protecting city infrastructure.
3. The downstream connection to the existing sewer pipe will remove a corroding MH with a leaking pipe boot seal, reducing infiltration into the sewer system.

Alternative 2 was evaluated in the PCSWMM model under existing and future DWF and WWF conditions. Under existing conditions, no impact on flow capacity due to the siphon piping extension was identified.

4.3 Alternative No. 3

The third alternative replaces the siphon structures and the two siphon pipes under the river. The proposed design layout is shown in Figure 4. Both new siphon structures would be located beyond the estimated active channel migration zone. The siphon piping will have flow capacity roughly matching the downstream 27" gravity sewer pipe. The benefits of this alternative include:

1. The new siphon pipes would be directionally drilled under the river channel and the active channel zone, ideally below scour depth (yet unknown). The drilling will avoid most ecological concerns for a river crossing and facilitate permitting compared to previous alternatives.
2. The setback siphon structures, and deeper siphon piping gives the city flexibility to consider future aquatic habitat improvement and flood level reduction efforts over the siphon pipe alignment. Benefiting properties would include the WWTF.
3. The siphon structures will be much better protected from and accessible during flooding and protected from channel scour compared to the previous two alternatives.



Faribault Siphon Improvements Study

4 Improvement Alternatives

4. The proposed HDPE siphon pipes will not be susceptible to corrosion unlike the current DI siphon pipes.

Alternative 3 was evaluated in the PCSWMM model under existing and future DWF and WWF conditions. The main siphon pipe size criteria for the model evaluation were:

1. Provide design peak flow capacity discussed in Section 3.2.
2. Attain average siphon pipe velocity at least 2 ft/s, preferably reaching 3 ft/s to promote self-cleaning conditions.

The siphon system would initially consist of two siphon pipes between each siphon structure. At the upstream siphon a weir will route flow to a single, main siphon at lower flows, like the City's current siphon headworks. The low flow routing helps keep flow velocities up at lower flows. At higher flows the second siphon will be utilized.

Various pipe size and weir height combinations were evaluated in the model, for details refer to Appendix B. City staff chose a combination of 14" and 18" siphon pipes to best achieve the siphon design considerations discussed above. Table 1 displays the model results for the selected configuration. The pipe sizes are referenced by their inside diameter (ID).

The selected siphon sizes are a compromise to achieve the sizing criteria under most of the expected range of flow rates. Under existing DWF conditions the minimum average flow velocity falls just under the desired 2 ft/s. The City's continued, routine maintenance flushing of the siphons will remain important regardless of selected siphon sizing. Should this alternative progress further into design the weir height will be refined to route all DWF to the main siphon pipe.



Faribault Siphon Improvements Study
4 Improvement Alternatives

Table 1 Alternative No. 3 Model Results

Conditions	Max Inflow (gpm)	Main Siphon Pipe ID	Secondary Siphon Pipe ID	Material	Main Siphon Pipe				Weir Height (ft)	US Pipes Surcharged?
					Siphon Ave Velocity (ft/s)	Siphon Max Velocity (ft/s)	Siphon Ave Flow (gpm)	Siphon Max Flow (gpm)		
Existing DWF	1,040	14	18	HDPE	1.66	2.16	800	1,040	0.55	No
Existing WWF	2,400	14	18	HDPE	2.30	3.84	1,100	1,900	0.55	No
Future DWF	2,470	14	18	HDPE	3.34	4.00	1,600	1,920	0.55 DWF overflow to WWF pipe	No
Future WWF	5,700	14	18	HDPE	3.87	5.27	1,900	2,530	0.55	Surcharging upstream pipes < 1 ft (approx. 6in)



5 Opinion of Probable Cost

Stantec determined the estimated cost for each alternative. The summarized cost estimate for each alternative shown below in Table 2 are based on a concept study evaluation. The cost estimates have been assigned a 15% construction contingency due to undeveloped design details and supporting information. All Options have been assigned a 12% design and admin percentage to the total construction cost to come up with the opinion on probable total project cost. Appendix C contains the itemized cost estimate for each alternative. Listed below each itemized cost estimate are assumptions informing each cost estimate.

Table 2 Cost Summary

Alternative No.	Total Project Cost
No. 1	\$816,000
No. 2	\$1,759,000
No. 3	\$1,787,000

6 Next Steps

Should the City proceed with one of the above alternatives the following action items are recommended to advance the design:

1. Conduct a condition assessment for the existing siphon piping if Alternative 1 or 2 is selected to determine the wall integrity of the existing ductile iron siphon piping.
2. Conduct geotechnical exploration and laboratory soil testing at the new siphon structure locations and along the pipe alignment.
3. Field survey at the new siphon structure locations. For Alternative 3 conduct additional topographic survey along the siphon alignment.
4. To determine the river's likely scour depth conduct a river scour analysis informed by refining existing hydraulic modeling of the river system around the siphon crossing.
5. River channel migration estimation to confirm or inform the placement of siphon manholes for Alternative 3.
6. Cultural resources assessment, wetland delineation, review of overhead power easement rights and obligations, and correspondence with MnDNR regarding License to Cross Public Lands and Waters requirements.



Figures





Legend

- Existing Pipe
- Existing Manhole



0 100 200 Feet
(At original document size of 8.5x11)
1:2,138

Project Location
City of Faribault, MN

Client/Project
City of Faribault, MN
Faribault Siphon Improvement Study

Figure No.
1

Title
Existing Siphon



Legend

- Existing Pipe
- Proposed Pipe
- Existing Manhole
- Proposed Manhole



0 60 120 Feet
(At original document size of 8.5x11)
1:1,261

Project Location
City of Faribault, MN

Client/Project
City of Faribault, MN
Faribault Siphon Improvement Study

Figure No.
2

Title
Alternative No. 1



Legend

- Existing Pipe
- Proposed Pipe
- Existing Manhole
- Proposed Manhole



0 60 120 Feet
 (At original document size of 8.5x11)
 1:1,261

Project Location
 City of Faribault, MN

Client/Project
 City of Faribault, MN
 Faribault Siphon Improvement Study

Figure No.
3

Title
Alternative No. 2



Legend

- Existing Pipe
- Proposed Pipe
- Existing Manhole
- Proposed Manhole



0 60 120 Feet
 (At original document size of 8.5x11)
 1:1,261

Project Location
 City of Faribault, MN

Client/Project
 City of Faribault, MN
 Faribault Siphon Improvement Study

Figure No.
4

Title
Alternative No. 3

Appendix A Scope of Work





Stantec Consulting Services Inc.
 3800 Highway 52 North, Suite 130
 Rochester MN 55901
 Tel: (507) 282-2100

October 17, 2024

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

Reference: **Faribault Sanitary Sewer Siphon Improvement Project
 Siphon River Crossing Replacement Alternatives Analysis and Report**

The City of Faribault (City) has two deteriorating siphon manholes and two siphon pipes of unknown condition crossing the Cannon River just downstream of its confluence with the Straight River. Over the last ~7 years, sewage and sulfuric acid (produced by bacteria metabolizing hydrogen sulfide gas) have severely corroded both concrete siphon manhole structures and the siphon valves are no longer operational. The condition of the ductile iron siphon pipe is unknown. In addition, the riverbanks near the siphon manholes are subject to scouring by the river and channel migration threatens the east siphon structure and downstream trunk sanitary sewer that runs parallel with the river channel.

City staff have requested Stantec prepare a proposal to complete an alternatives analysis and report to evaluate options and cost to replace portions of or the entire sanitary sewer siphon system and mitigate risk of future flood damage and continued corrosion of the siphon infrastructure. Stantec's letter proposal was developed after meeting with city staff to review present conditions of the siphon and surrounding sanitary sewer system and the risks posed to the sewer system by the adjacent river channels. The goal of this analysis is to provide information and recommendations to best position the city to continue to reliably deliver sewage to the wastewater treatment facility (WWTF), minimize future maintenance needs within the siphon system and reduce the risk of future flood damage.

Scope of Work

We have discussed this project with City staff on several occasions and consulted with various members of our municipal design services team to develop a detailed scope of services and work plan for this project. Enclosed is our Project Work Plan which includes proposed project work tasks, estimated hours, staff assignments, and estimated reimbursable expenses for your information. The project work plan tasks are described in detail in the following text.

Task 100: Project Management

This task includes the organization, management and coordination of services described in this scope of work. Stantec will perform the following:



October 17, 2024
Page 2 of 5

Reference: Faribault Siphon Improvement Project

- Keep Mark DuChene - Faribault Director of Engineering advised on aspects of the work under this contract and communicate regarding progress and budget.
- Coordinate with City staff and other city consultants as necessary.
- Set up and maintain project files.
- Develop, monitor, and update as needed a project schedule.
- Coordinate with the project design team, verifying work is performed in an integrated manner, producing deliverables of consistent quality in compliance with the contract.
- Provide monthly invoices.

Stantec will hold a virtual kick-off meeting with City staff and key Stantec project members and prepare follow-up meeting notes. The meeting will facilitate the start of a collaborative effort between Faribault and Stantec staff and be used to discuss the details of the proposed project scope.

Task 200: Siphon Existing Conditions Evaluation and Modeling

This task includes collection and evaluation of 1998 design and construction records and associated GIS sewer system information provided by the City. In addition, Stantec will review pertinent parts of the City's comprehensive sanitary sewer plan including existing and projected ultimate peak sewage flows for the siphon river crossing and the existing SSA hydraulic model developed in 2020. We assume the 2020 Comprehensive Sanitary Sewer Plan includes wet and dry weather flows and projected 2040 sewer flows. City staff have indicated the projected sewer flows are likely unrealistically high and were based upon aggressive growth assumptions.

A representative model of the existing siphon will be developed using PCSWMM software. The model will be used to evaluate existing conditions and proposed alternatives in succeeding tasks. To develop the hydraulic model, Stantec will need the following data:

- Latest GIS / CAD database including manholes, sewer gravity mains, interceptors, cleanouts and fittings, siphons, etc. Data must include horizontal locations, pipe sizes, structure rims and invert elevations and pipe materials. Survey grade data is preferred.
- Siphon maintenance records including records of sediment and debris removal, if available.
- As-built trunk sanitary sewer main and siphon record drawings.
- Existing SSA sanitary sewer model used in preparation of past sewer comprehensive plan.
- Flow metering data for the sanitary sewer currently flowing through the siphon river crossing over the past 5 years. Stantec's assumes that manipulation of the flow metering data will not be required to provide accurate existing condition flow values.



October 17, 2024

Page 3 of 5

Reference: Faribault Siphon Improvement Project

- Projected design flows to be used to size the siphon river crossing assuming the comprehensive sewer flow projections are deemed inadequate.

The data will be used to develop a hydraulic model and run initial capacity assessment scenarios. Existing metered flow data (if available) will be used to verify existing conditions. Detailed model calibration under dry and wet weather flow is not included in this scope.

Task 300: Alternatives Analysis and Report

Under this task Stantec will conduct an alternatives analysis to identify, assess and document trunk sewer siphon alternatives and estimated construction costs. Stantec will work with City staff on refining the alternatives for evaluation, if needed. The budget for this proposal is based on evaluation of the following three alternatives:

1. Replacement of upstream siphon manhole and trunk sewer leading to the upstream manhole with the new siphon manhole set back farther from the river.
2. Replacement of both the upstream and downstream siphon manholes and the trunk sewer connecting to the upstream / downstream manhole. Both siphon manholes will likely be set back farther from the river and the existing siphon pipe would be extended to the new manholes.
3. Replacement of both siphon manholes and the siphon piping under the river. The siphon piping will likely be lengthened significantly with the replacement of the downstream siphon manhole located toward the edge of the active floodplain and active channel migration area. Also reconfigure approximately 450-feet of trunk sewer immediately downstream of the east siphon structure so the sewer main is not at risk from the adjacent river channel migration.

A hydraulic model will be used to run existing and ultimate design flow conditions for the second and third alternative and a recommendation for the proposed siphon pipe size in alternative #3 will be provided. It is assumed that the siphon hydraulics in the first alternative would be similar to existing conditions and modeling would be unnecessary.

A brief report (up to ten pages) will be prepared describing each alternative and our associated analysis. For each alternative the following will be developed:

- Project cost estimates
- Sanitary sewer bypass pumping requirements and options to maintain flows using existing infrastructure
- Structure corrosion mitigation options and recommendations.
- Concept sewer configuration figure (plan view)
- Recommendations for pipe and structure sizing for current and future flows



October 17, 2024
Page 4 of 5

Reference: Faribault Siphon Improvement Project

- Discussion of each alternative benefits and drawbacks

The cost estimates will be within the expected accuracy range for schematic design or concept studies (up to 15% design) as defined by AACE International¹.

One draft report will be prepared for City staff review. After receiving a consolidated list of comments, the report will be finalized. Responses to City staff comments will be discussed with the City prior to finalizing the report.

Excluded Work

The following work is not included in the proposal. Stantec can complete the following additional work tasks as a supplemental service if authorized by the City.

- Hydraulic model calibration
- Geotechnical exploration and laboratory soil testing
- Topographic survey or field measurements
- River scour depth analysis and hydraulic modeling of the Cannon and Straight rivers
- River channel migration analysis
- Cultural resources assessment
- Odor or hydrogen sulfide gas mitigation
- Structural analysis

Compensation and Schedule

The enclosed Project Work Plan includes our estimated work hours and associated fees for each work task, including project reimbursable expenses. We propose to complete the work detailed in our scope of services on an hourly rate basis, with a total estimated cost of \$34,750 plus reimbursable expenses estimated at \$100 for a total estimated not to exceed fee of \$34,850. The project duration from kick-off to final report is estimated at four months.

All of Stantec's work will be completed in accordance with the terms and conditions attached to this letter proposal. Upon acceptance of this proposal and notification to proceed from the City of Faribault, we will initiate work on the proposed tasks as described in the Scope of Work. Should you have any questions or concerns, please feel free to contact me at (507) 529-6036.

¹ AACE International Recommended Practice No. 56R-o8, Cost Estimate Classification System – As Applied For The Building And General Construction Industries



October 17, 2024

Page 5 of 5

Reference: Faribault Siphon Improvement Project

Regards,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in blue ink that reads "Joseph C. Palen".

Joseph C. Palen, PE

Principal

Phone: (507) 529-6036

Joseph.palen@stantec.com

By signing this proposal, the City of Faribault authorizes Stantec Consulting Services Inc. to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the ____ day of 11/13/2024, 2024.

Per: City of Faribault

Jessica Kinser

Faribault City Administrator

Signed by:
A handwritten signature in black ink that reads "Jessica L. Kinser".
6DF2BA7D1C3D4A9...
Signature

DocuSigned by:
A handwritten signature in black ink that reads "Kevin F. Voracek".
AF5449CB049D4F7...

Appendix B Hydraulic Analysis



Faribault, MN

Location: Cannon River Siphon Crossing Replacement at Two Rivers Park

Planning level model results for siphon

Meets Vel Criteria? ¹	Conditions	Max Inflow (gpm)	Main Siphon Pipe 1 Size ID	Siphon Pipe Size ID 2	Material and Roughness	Main Siphon Pipe				Weir Height	US Pipes Surcharging?
						Siphon Velocity Ave (ft/s)	Siphon Velocity Max (ft/s)	Siphon Flow Average (gpm)	Siphon Flow Max (gpm)		
☒	Existing DWF	1,040	ex. 12"	ex. 16"	DIP, 0.015	2.25	2.90	790	1,020	0.75 ft	No
☒	Existing WWF	2,400	ex. 12"	ex. 16"	DIP, 0.015	2.71	3.64	960	1,300	0.75ft	No
☐	Existing DWF	1,040	18"	18"	HDPE, 0.01	1.00	1.31	800	1,040	0.45 ft	No
☐	Existing WWF	2,400	18"	18"	HDPE, 0.01	1.45	2.84	1,150	2,300	0.45 ft	No
☒	Future DWF	2,470	18"	18"	HDPE, 0.01	2.39	3.11	1,900	2,500	0.75 ft	No
☒	Future WWF	5,700	18"	18"	HDPE, 0.01	3.18	4.90	2,500	3,900	0.75 ft	No
☐	Existing DWF	1,040	16"	16"	HDPE, 0.01	1.28	1.67	800	1,040	0.45 ft	No
☒	Existing WWF	2,400	16"	16"	HDPE, 0.01	1.81	3.37	1,100	2,100	0.45 ft	No
☒	Future DWF	2,470	16"	16"	HDPE, 0.01	3.04	3.96	1,900	2,500	0.95 ft	No
☒	Future WWF	5,700	16"	16"	HDPE, 0.01	3.83	6.11	2,400	3,800	0.95 ft	Yes, upstream sewer surcharging > 1ft
☐	Existing DWF	1,040	14"	14"	HDPE, 0.01	1.66	2.16	800	1,049	0.55 ft	No
☒	Existing WWF	2,400	14"	14"	HDPE, 0.01	2.31	3.88	1,100	1,900	0.55 ft	No
☒	Future DWF	2,920	14"	14"	HDPE, 0.01	3.38	4.04	1,600	1,940	0.55 ft, DWF overflow to WWF pipe	Minimal surcharging head structure < 2 inch
☒	Future WWF	5,700	14"	14"	HDPE, 0.01	4.23	6.96	2,030	3,340	0.55 ft	Yes, surcharging upstream sewers > 3ft
☐	Existing DWF	1,040	14"	18"	HDPE, 0.01	1.66	2.16	800	1,040	0.55 ft	No
☒	Existing WWF	2,400	14"	18"	HDPE, 0.01	2.30	3.84	1,100	1,900	0.55 ft	No
☒	Future DWF	2,470	14"	18"	HDPE, 0.01	3.34	4.00	1,600	1,920	0.55 ft, DWF overflow to WWF pipe	No
☒	Future WWF	5,700	14"	18"	HDPE, 0.01	3.87	5.27	1,900	2,530	0.55 ft	Yes, surcharging upstream pipes < 1ft (approx. 6-inches)

Notes:

1. Velocity Criteria: Desired that pipe velocities reach 2 ft/s and preferably 3 ft/s to keep solids moving at target flow rates.
2. Pipe and siphons in many situations will have velocities fall below 2 ft/s when flows are below average or when minimum flow enters the 2nd siphon barrel.

Appendix C Itemized Cost Estimates



Opinion of Probable Cost

Date: Feb. 2025

Client: City of Faribault

Project Name: Siphon Improvement Study

Project Design Stage: Concept Development

No.	Item	Unit	Quantity	Unit Price (\$)	Total Amount (\$)
ALTERNATIVE #1 - Replace Upstream Siphon Structure					
1	Mobilization (% of Cost)	LS	1	5%	\$ 30,156.00
2	Temporary Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00
3	Silt Fence	LF	1030	\$ 4.00	\$ 4,120.00
4	Construction Entrance	EA	1	\$ 4,000.00	\$ 4,000.00
5	Bypass Pumping	LS	1	\$ 50,000.00	\$ 50,000.00
6	Remove 12" DI Pipe	LF	10	\$ 50.00	\$ 500.00
7	Remove 16" DI Pipe	LF	10	\$ 50.00	\$ 500.00
8	Plug and Abandon 27" PVC Pipe	EA	1	\$ 1,000.00	\$ 1,000.00
9	Remove Gate Valve and Box	EA	2	\$ 300.00	\$ 600.00
10	Remove 4 ft Dia. SSMH	EA	2	\$ 700.00	\$ 1,400.00
11	Remove 8'x8' Siphon Vaults	EA	1	\$ 20,000.00	\$ 20,000.00
12	12" PVC Pipe	LF	50	\$ 105.00	\$ 5,250.00
13	16" PVC Pipe	LF	50	\$ 130.00	\$ 6,500.00
14	27" PVC PS-115 Sewer Pipe	LF	320	\$ 300.00	\$ 96,000.00
15	12" 22.5 deg DI Bend, Lined	EA	1	\$ 5,250.00	\$ 5,250.00
16	16" 22.5 deg DI Bend, Lined	EA	1	\$ 6,600.00	\$ 6,600.00
17	12" X 4" DI Tee, Lined	EA	1	\$ 3,000.00	\$ 3,000.00
18	16" X 6" DI Tee, Lined	EA	1	\$ 4,600.00	\$ 4,600.00
19	6" x 4" DI Reducer, Lined	EA	1	\$ 1,000.00	\$ 1,000.00
20	4" Vent Pipe	LS	1	\$ 2,000.00	\$ 2,000.00
21	12" GV & Box with SS Stem	EA	1	\$ 11,000.00	\$ 11,000.00
22	16" GV & Box W/Bevel Gear and SS Stem	EA	1	\$ 26,000.00	\$ 26,000.00
23	Connect to Existing 12" DI Pipe	EA	1	\$ 1,200.00	\$ 1,200.00
24	Connect to Existing 16" DI Pipe	EA	1	\$ 1,200.00	\$ 1,200.00
25	Connect to Existing 27" PVC Pipe	EA	1	\$ 1,200.00	\$ 1,200.00
26	8'x12' Polymer Conc. Vault	EA	1	\$ 275,000.00	\$ 275,000.00
27	4 ft Dia. Polymer Conc. SSMH	EA	1	\$ 45,000.00	\$ 45,000.00
28	CCTV Installed Pipe	LF	420	\$ 15.00	\$ 6,300.00
29	Bituminous Trail Restoration	SY	27	\$ 100.00	\$ 2,700.00
30	Turf Grass Seed and Mulch	SY	3300	\$ 4.00	\$ 13,200.00
31	1" Caliper Tree	EA	5.00	\$ 600.00	\$ 3,000.00
ALTERNATIVE #1 - Replace Upstream Siphon Structure SUBTOTAL					\$ 633,276
Contingencies				15%	\$ 94,991
Construction Cost Subtotal					\$ 728,267
ALTERNATIVE #1 TOTAL CONSTRUCTION COST					\$ 728,267
Engineering, Legal, Administration				12%	\$ 87,392
TOTAL ALTERNATIVE #1 ESTIMATED COST					\$ 816,000

Total Cost assumes the following:

1. No park improvements beyond restoration.
2. No foundation improvement under new siphon vaults required.
3. No Build America Buy America restrictions on product sources.
4. Dewatering will not be required and construction will be scheduled with groundwater levels are below siphon structures.
5. No work along river channel banks removing or adding riprap.
6. Permit acquisition costs are not included.

Opinion of Probable Cost

Date: Feb. 2025

Client: City of Faribault

Project Name: Siphon Improvement Study

Project Design Stage: Concept Development

No.	Item	Unit	Quantity	Unit Price (\$)	Total Amount (\$)
ALTERNATIVE #2 - Replace Both Siphon Structures					
1	Mobilization (% of Cost)	LS	1	5%	\$ 65,046.25
2	Temporary Traffic Control	LS	1	\$ 5.00	\$ 5.00
3	Silt Fence	LF	1030	\$ 4.00	\$ 4,120.00
4	Construction Entrance	EA	1	\$ 4,000.00	\$ 4,000.00
5	Bypass Pumping	LS	1	\$ 100,000.00	\$ 100,000.00
6	Remove 12" DI Pipe	LF	20	\$ 50.00	\$ 1,000.00
7	Remove 16" DI Pipe	LF	20	\$ 50.00	\$ 1,000.00
8	Plug and Abandon 27" PVC Pipe	EA	2	\$ 1,000.00	\$ 2,000.00
9	Remove Gate Valve and Box	EA	4	\$ 300.00	\$ 1,200.00
10	Remove 4 ft Dia. SSMH	EA	3	\$ 700.00	\$ 2,100.00
11	Remove 8'x8' Siphon Vaults	EA	2	\$ 20,000.00	\$ 40,000.00
12	12" PVC Pipe	LF	160	\$ 105.00	\$ 16,800.00
13	16" PVC Pipe	LF	160	\$ 130.00	\$ 20,800.00
14	27" PVC PS-115 Sewer Pipe	LF	700	\$ 300.00	\$ 210,000.00
15	12" 22.5 deg DI Bend, Lined	EA	22	\$ 5,250.00	\$ 115,500.00
16	16" 22.5 deg DI Bend, Lined	EA	2	\$ 6,600.00	\$ 13,200.00
17	12" X 4" DI Tee, Lined	EA	1	\$ 3,000.00	\$ 3,000.00
18	16" X 6" DI Tee, Lined	EA	1	\$ 4,600.00	\$ 4,600.00
19	6" x 4" DI Reducer, Lined	EA	1	\$ 1,000.00	\$ 1,000.00
20	4" Vent Pipe	LS	1	\$ 2,000.00	\$ 2,000.00
21	12" GV & Box with SS Stem	EA	2	\$ 11,000.00	\$ 22,000.00
22	16" GV & Box W/Bevel Gear and SS Stem	EA	2	\$ 26,000.00	\$ 52,000.00
23	Connect to Existing 12" Pipe	EA	2	\$ 1,200.00	\$ 2,400.00
24	Connect to Existing 16" Pipe	EA	2	\$ 1,200.00	\$ 2,400.00
25	Connect to Existing 27" Pipe	EA	2	\$ 1,200.00	\$ 2,400.00
26	8'x12' Polymer Conc. Vault	EA	2	\$ 275,000.00	\$ 550,000.00
27	4 ft Dia. Polymer Conc. SSMH	EA	2	\$ 45,000.00	\$ 90,000.00
28	CCTV Installed Pipe	LF	1020	\$ 15.00	\$ 15,300.00
29	Bituminous Trail Restoration	SY	27	\$ 100.00	\$ 2,700.00
30	Turf Grass Seed and Mulch	SY	3300	\$ 4.00	\$ 13,200.00
31	Upland Native Seed Mix	AC	0.80	\$ 3,000.00	\$ 2,400.00
32	1" Caliper Tree	EA	5.00	\$ 600.00	\$ 3,000.00
33	Straw Mulch	TN	1.6	\$ 500.00	\$ 800.00
ALTERNATIVE #2 - Replace Both Siphon Structures SUBTOTAL					\$ 1,365,971
	<i>Contingencies</i>			15%	\$ 204,896
	Construction Cost Subtotal				\$ 1,570,867
ALTERNATIVE #2 TOTAL CONSTRUCTION COST					\$ 1,570,867
	<i>Engineering, Legal, Administration</i>			12%	\$ 188,504
TOTAL ALTERNATIVE #2 ESTIMATED COST					\$ 1,759,000

Total Cost assumes the following:

1. No park improvements beyond restoration.
2. No foundation improvement under new siphon vaults required.
3. No Build America Buy America restrictions on product sources.
4. Dewatering will not be required and construction will be scheduled with groundwater levels are below siphon structures.
5. No work along river channel banks.
6. Permit acquisition costs are not included.

Opinion of Probable Cost

Date: Feb. 2025

Client: City of Faribault

Project Name: Siphon Improvement Study

Project Design Stage: Concept Development

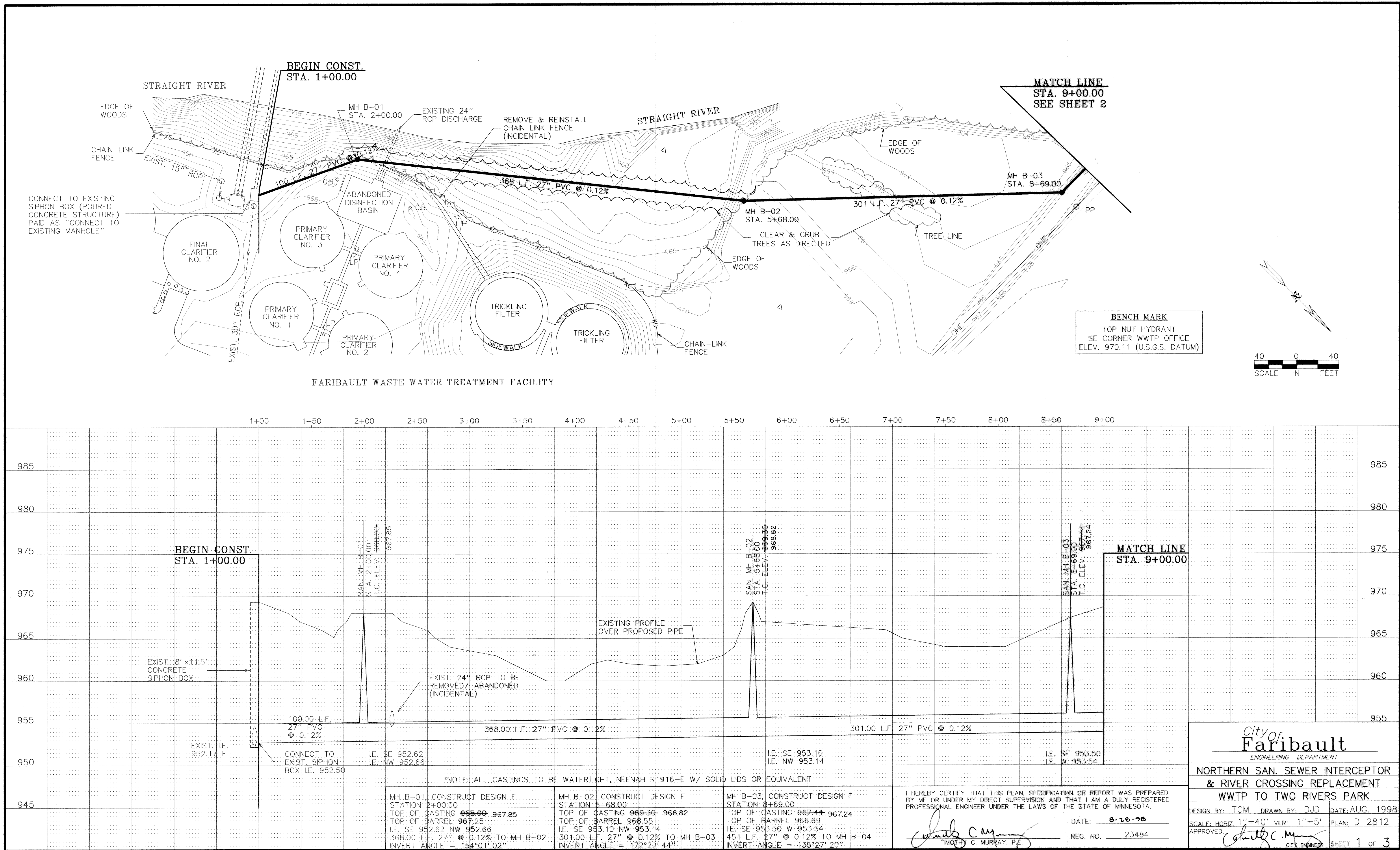
No.	Item	Unit	Quantity	Unit Price (\$)	Total Amount (\$)
ALTERNATIVE #3 - Replace Siphon System					
1	Mobilization (% of Cost)	LS	1	5%	\$ 66,051.00
2	Temporary Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00
3	Silt Fence	LF	1030	\$ 4.00	\$ 4,120.00
4	Construction Entrance	EA	2	\$ 4,000.00	\$ 8,000.00
5	Bypass Pumping	LS	1	\$ 100,000.00	\$ 100,000.00
6	Remove 12" DI Pipe	LF	20	\$ 50.00	\$ 1,000.00
7	Remove 16" DI Pipe	LF	20	\$ 50.00	\$ 1,000.00
8	Plug and Abandon 27" PVC Pipe	EA	2	\$ 1,000.00	\$ 2,000.00
9	Remove Gate Valve and Box	EA	4	\$ 300.00	\$ 1,200.00
10	Remove 4 ft Dia. SSMH	EA	3	\$ 700.00	\$ 2,100.00
11	Remove 8'x8' Siphon Vaults	EA	2	\$ 20,000.00	\$ 40,000.00
12	Plug, Fill and Abandon 12" DI Siphon Pipe	LF	180	\$ 10.00	\$ 1,800.00
13	Plug, Fill and Abandon 16" DI Siphon Pipe	LF	180	\$ 15.00	\$ 2,700.00
14	18" HDPE IPS DR 11 Directional Drilled	LF	810	\$ 220.00	\$ 178,200.00
15	22" HDPE IPS DR 11 Directional Drilled	LF	810	\$ 270.00	\$ 218,700.00
16	27" PVC PS-115 Sewer Pipe	LF	140	\$ 300.00	\$ 42,000.00
17	18"x4" HDPE IPS DR 11 Tee	EA	2	\$ 5,000.00	\$ 10,000.00
18	22"x4" HDPE IPS DR 11 Tee	EA	2	\$ 6,000.00	\$ 12,000.00
19	4" HDPE Vent Pipe	LS	1	\$ 2,000.00	\$ 2,000.00
20	14" GV & Box with SS Stem	EA	2	\$ 19,500.00	\$ 39,000.00
21	18" GV & Box W/Bevel Gear and SS Stem	EA	2	\$ 35,000.00	\$ 70,000.00
22	8'x12' Polymer Conc. Vault	EA	2	\$ 275,000.00	\$ 550,000.00
23	Connect to Existing 27" Pipe	EA	2	\$ 1,200.00	\$ 2,400.00
24	CCTV Installed Pipe	LF	1760	\$ 5.00	\$ 8,800.00
25	Turf Grass Seed and Mulch	SY	3200	\$ 4.00	\$ 12,800.00
26	Upland Native Seed Mix	AC	0.80	\$ 3,000.00	\$ 2,400.00
27	1" Caliper Tree	EA	5	\$ 600.00	\$ 3,000.00
28	Straw Mulch	TN	1.6	\$ 500.00	\$ 800.00
ALTERNATIVE #3 - Replace Siphon System SUBTOTAL					\$ 1,387,071
Contingencies				15%	\$ 208,061
Construction Cost Subtotal					\$ 1,595,132
ALTERNATIVE #3 TOTAL CONSTRUCTION COST					\$ 1,595,132
Engineering, Legal, Administration				12%	\$ 191,416
TOTAL ALTERNATIVE #3 ESTIMATED COST					\$ 1,787,000

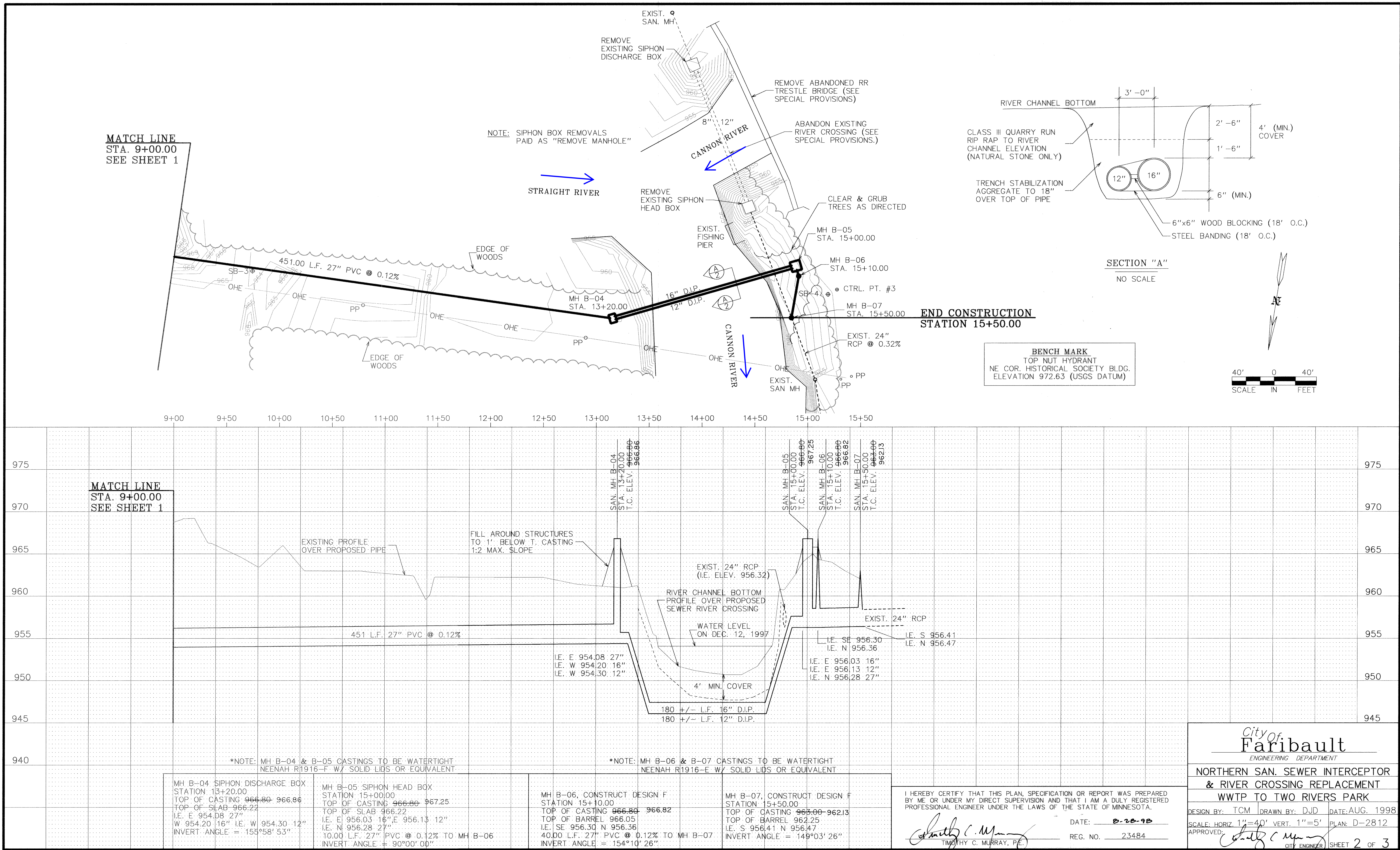
Total Cost assumes the following:

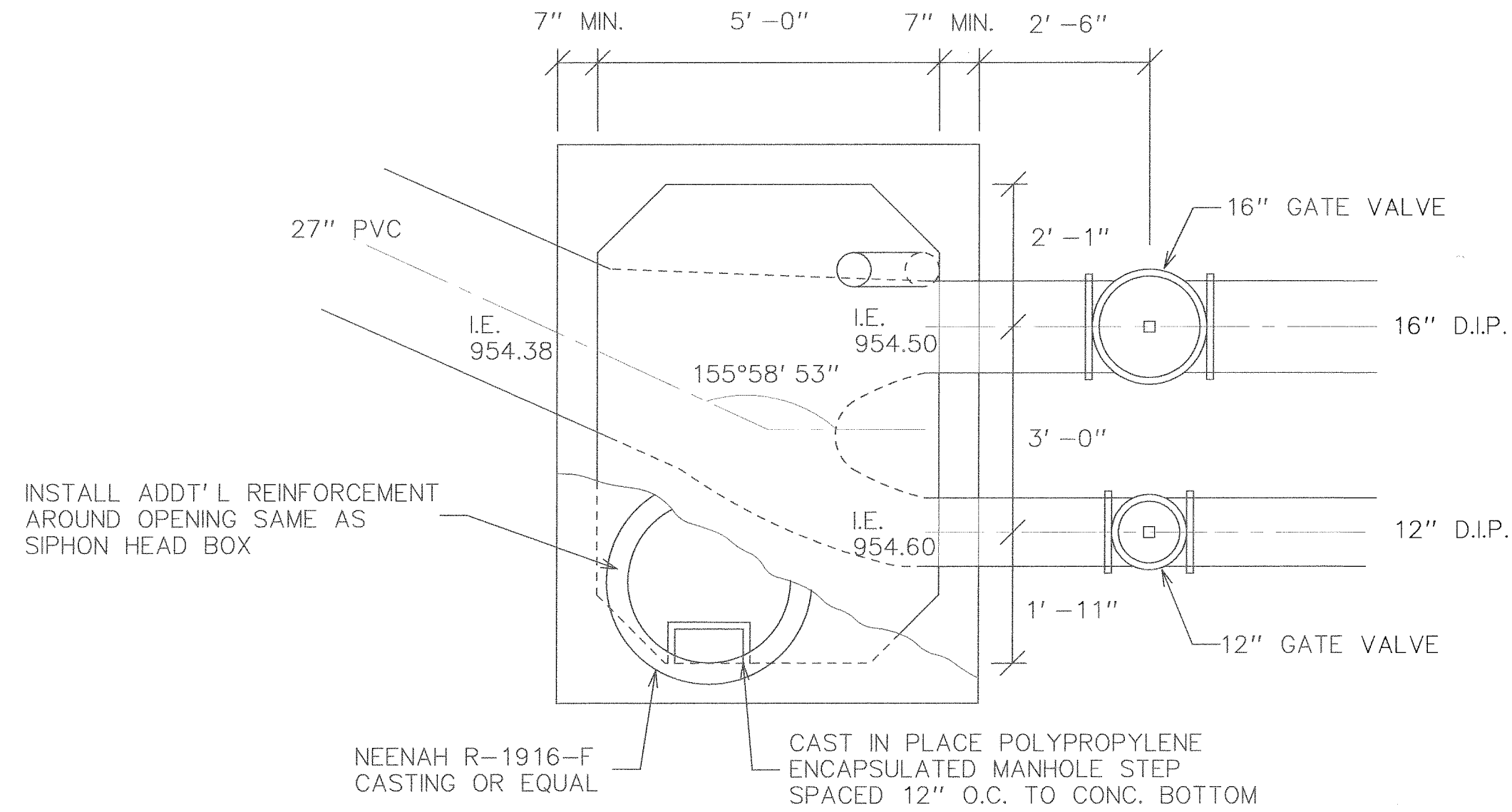
1. No park improvements beyond restoration.
2. No foundation improvement under new siphon vaults required.
3. No Build America Buy America restrictions on product sources.
4. Dewatering will not be required and construction will be scheduled with groundwater levels are below siphon structures.
5. No work along river channel banks.
6. Permit acquisition costs are not included.
7. Soils will allow directional drilling of pipe across river (no bedrock restrictions).

Appendix D Record Drawings

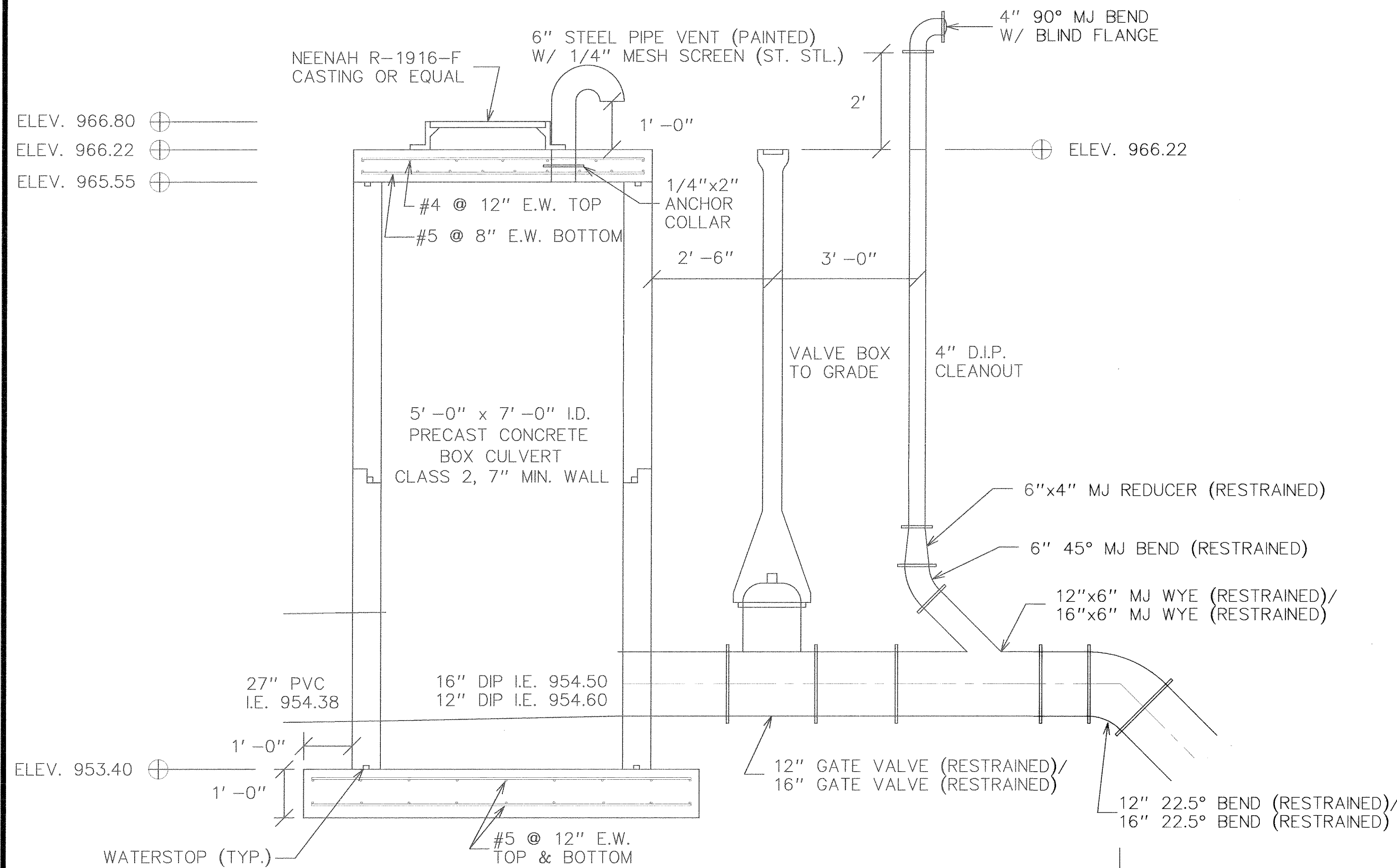








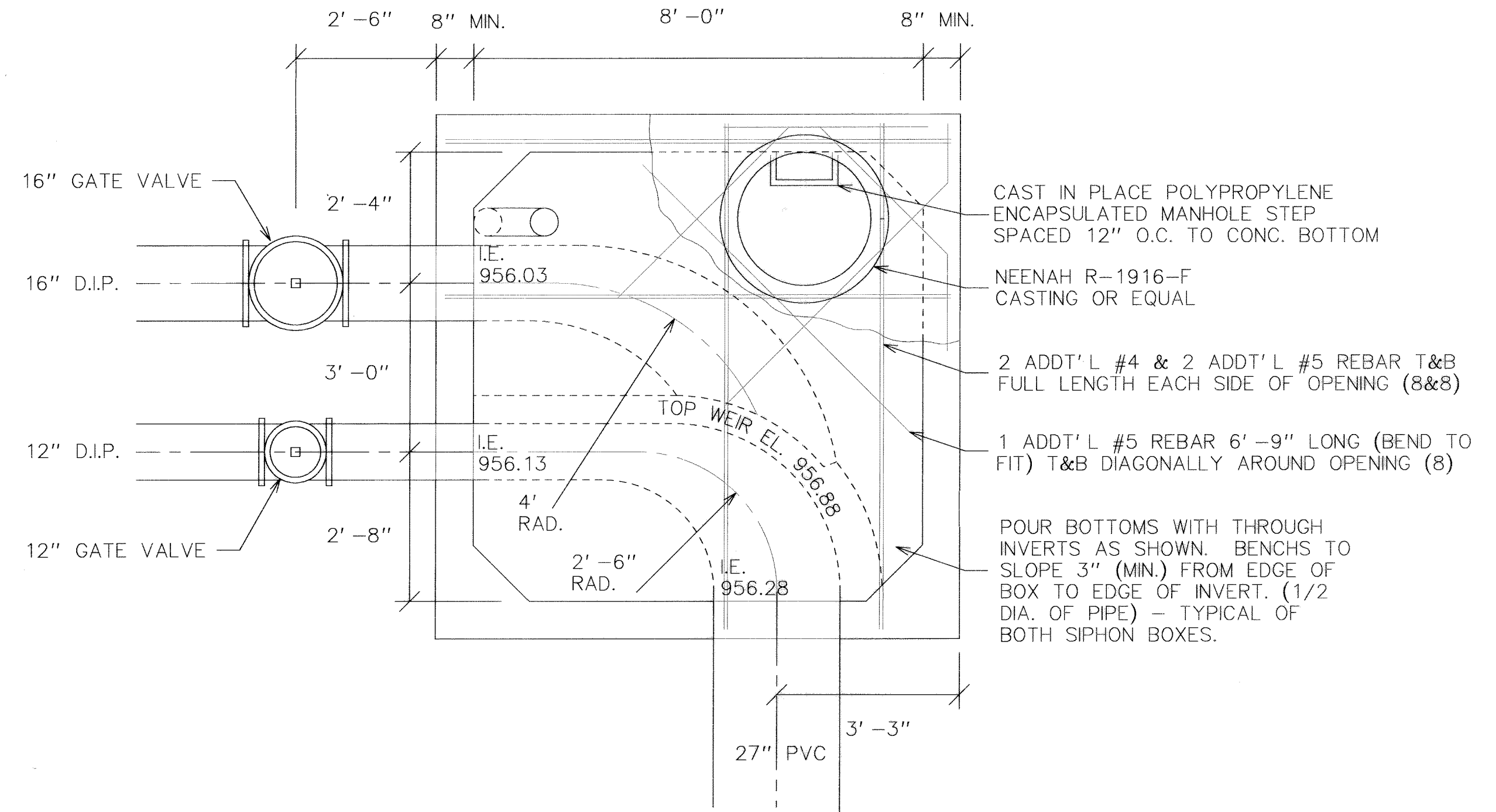
SIPHON DISCHARGE BOX
PLAN VIEW



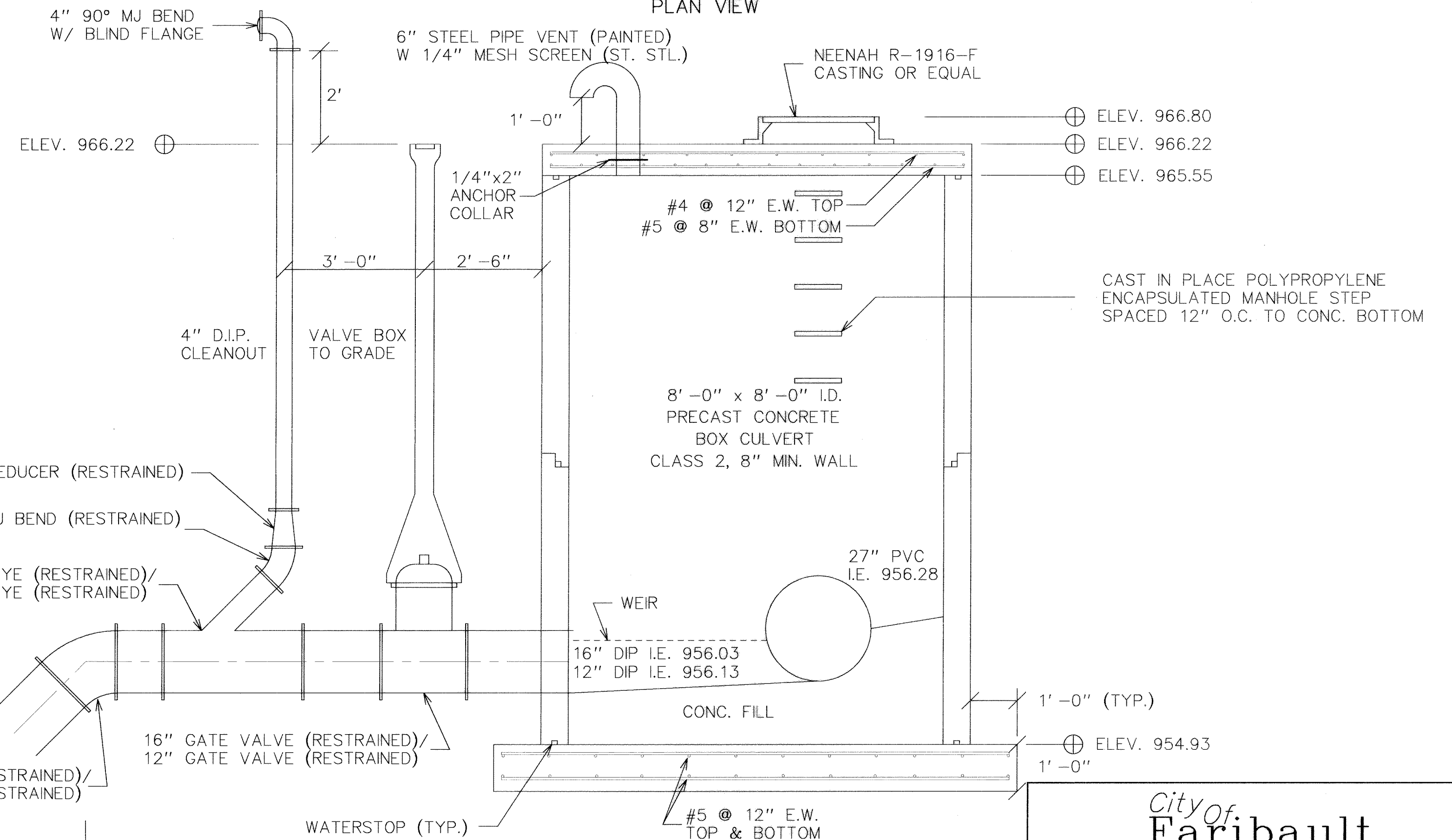
SIPHON DISCHARGE BOX
SIDE VIEW

PAYMENT FOR DISCHARGE
HEAD BOX IS THROUGH
22.5° BENDS

PAYMENT FOR RIVER CROSSING
PIPE IS BETWEEN 22.5° BENDS



SIPHON HEAD BOX
PLAN VIEW



SIPHON HEAD BOX
SIDE VIEW

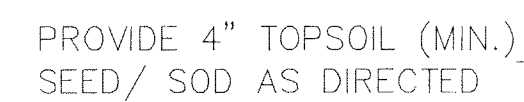
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Timothy C. Murray
TIMOTHY C. MURRAY, P.E.

DATE: 8-28-98
REG. NO. 23484

City of Faribault ENGINEERING DEPARTMENT		
NORTHERN SAN. SEWER INTERCEPTOR & RIVER CROSSING REPLACEMENT SIPHON DETAILS		
DESIGN BY: TCM	DRAWN BY: DJD	DATE: AUG. 1998
SCALE: HORIZ. 1/2"=1' VERT. 1/2"=1'	APPROVED: <i>Timothy C. Murray</i>	PLAN: D-2812
CITY ENGINEER		SHEET 3 OF 3

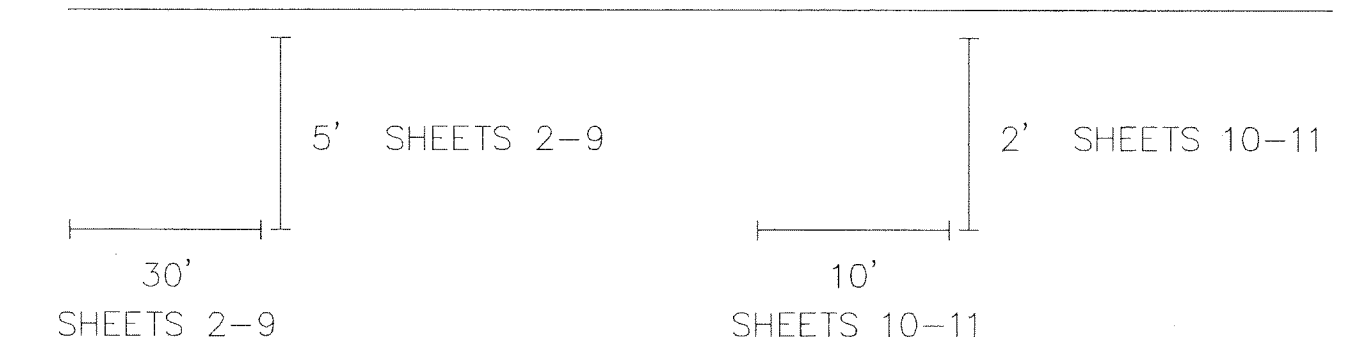
PROJECT LOCATION



SHEET NO. 1	TITLE SHEET & LOCATION MAP
SHEET NO. 2-9	PLAN & PROFILE
SHEET NO. 10-11	CROSS SECTIONS

THIS PLAN CONTAINS 11 SHEETS

SCALES



GOVERNING SPECIFICATIONS

THE CITY OF FARIBAULT "STANDARD SPECIFICATIONS FOR CONSTRUCTION" DATED APRIL 1993, AS AMENDED OR MODIFIED BY THE PROJECT SPECIAL PROVISIONS, SHALL GOVERN.

ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

APPROVED:  CITY ENGINEER

9/29/04
DATE

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED
BY ME OR UNDER MY DIRECT SUPERVISION AND THAT
I AM A FULLY LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF MINNESOTA.

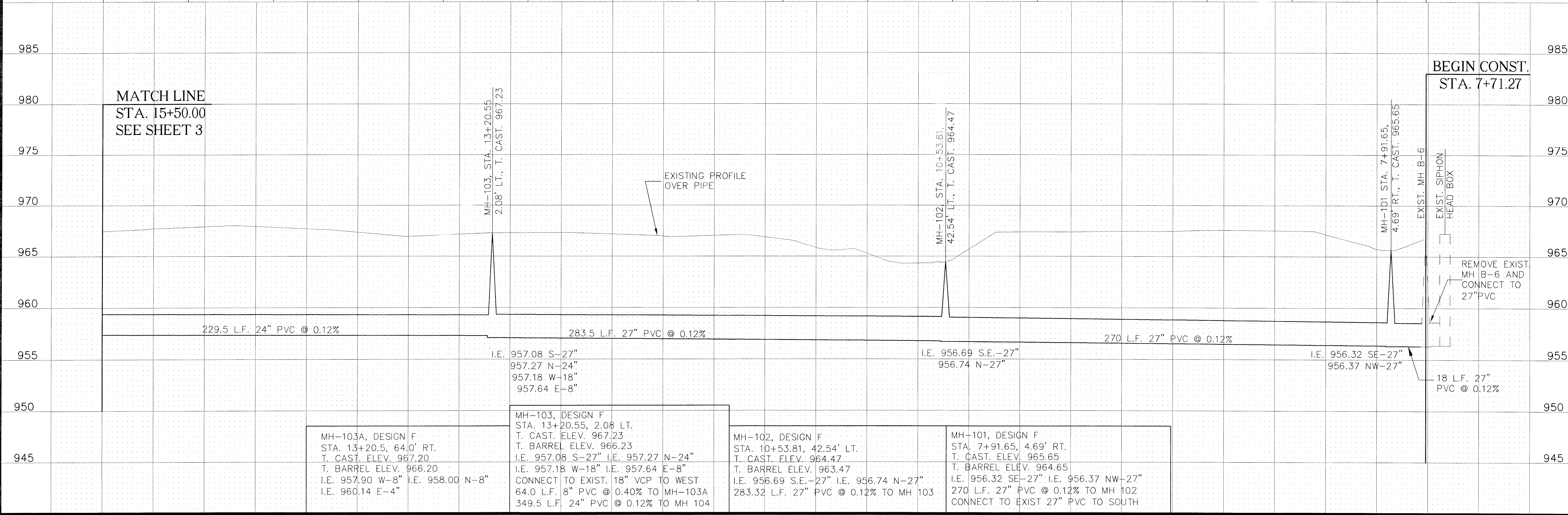
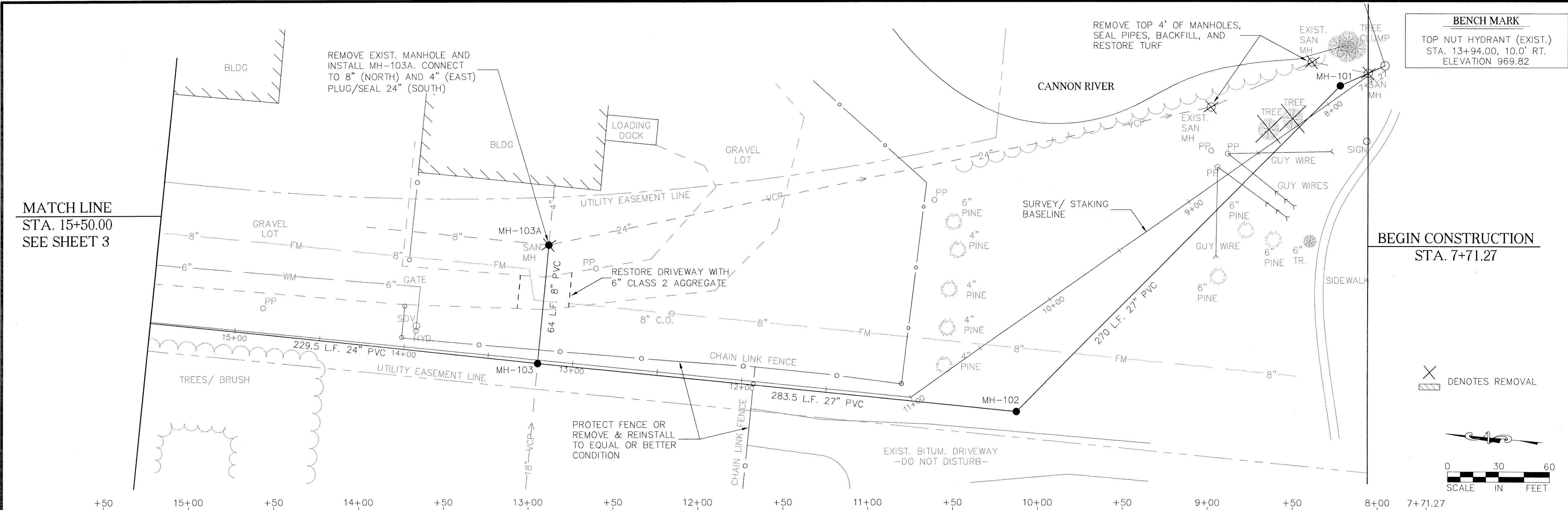
TIMOTHY C. MURRAY P.E.
COMMUNITY PARTNERS DESIGNS INC.
LIC. NO. 29484 DATE 9-27-2004

DESIGN BY: TCM	DRAWN BY: DJD
SCALE: HORIZ. NA	VERT. NA
DATE: SEPT. 2004	

NORTHERN SANITARY SEWER
INTERCEPTOR - PHASE 2
1ST AVE./ 27TH ST. N.W. RECONSTRUCT.

City of
Faribault
ENGINEERING DEPARTMENT

PLAN: D-2887
SHEET 1 OF 11



DESIGN BY: TCM
SCALE: HORIZ. 1" = 30'
DATE: SEPT. 2004

DRAWN BY: DJD
VERT. 1" = 5'

DATE: 9-27-2004

NORTHERN SANITARY SEWER
INTERCEPTOR - PHASE 2
1ST AVE./ 27TH ST. N.W. RECONSTRUCT.

City of
Faribault
ENGINEERING DEPARTMENT

PLAN:
D-2887

SHEET 2
OF 11



Stantec is a global leader in sustainable engineering, architecture, and environmental consulting. The diverse perspectives of our partners and interested parties drive us to think beyond what's previously been done on critical issues like climate change, digital transformation, and future-proofing our cities and infrastructure. We innovate at the intersection of community, creativity, and client relationships to advance communities everywhere, so that together we can redefine what's possible.



Stantec Consulting Services Inc.
3800 Highway 52 North, Suite 130
Rochester MN 55901
Tel: (507) 282-2100

August 5, 2025

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

Reference: **Faribault Sanitary Sewer Siphon Improvement Project Proposal**

The City of Faribault (City) has elected to move forward and replaced two deteriorating siphon structures and two siphon pipes of unknown condition crossing the Cannon River just downstream of its confluence with the Straight River. The City selected Alternative #3 to advance to final design and construction based upon a study prepared by Stantec in March of 2025.

City staff have requested Stantec prepare a proposal to complete final design and provide construction plans, technical specifications and provide assistance during construction.

Scope of Work

We have discussed this project with City staff on several occasions and consulted with various members of our municipal design services team to develop a detailed scope of services and work plan for this project. Enclosed is our Project Work Plan which includes proposed project work tasks, estimated hours, staff assignments, and estimated reimbursable expenses for your information. The project work plan tasks are described in detail in the following text.

Task 100: Project Management

This task includes the organization, management and coordination of services described in this scope of work. Stantec will perform the following:

- Keep Mark DuChene - Faribault Director of Engineering advised on aspects of the work under this contract and communicate regarding progress and budget.
- Coordinate with City staff and other city consultants as necessary.
- Set up and maintain project files.
- Develop, monitor, and update as needed a project schedule.
- Coordinate with the project design team, verifying work is performed in an integrated manner, producing deliverables of consistent quality in compliance with the contract.
- Provide monthly invoices.

Stantec will hold a virtual kick-off meeting with City staff and key Stantec project members and prepare follow-up meeting notes. The meeting will facilitate the start of a collaborative effort between Faribault and Stantec staff and be used to discuss design details.



Reference: Faribault Siphon Improvement Project

Task 200: Siphon Hydraulic Modeling

Stantec will use the model developed for the previous study to refine the siphon design and confirm the siphon pipe design. A separate model (Hades) will be used to design the upstream siphon structure, including optimizing the weir height(s). A design memo will be provided to document the final hydraulic model output, design recommendations and assumptions. The memo will be submitted to City Staff for review and concurrence.

Task 300: Final Design

Stantec will develop a 60% draft and 95% and 100% final construction package including plans and technical specifications for construction and construction cost estimate.

Construction plans will include:

- Title Sheet
- Legend Sheet
- General Construction Notes including discussion of project access constraints and requirements, construction phasing and staging, and maintenance of sanitary sewer conveyance.
- Erosion Control, Stormwater Pollution Prevention Plan, and Turf Restoration
- Existing Conditions Mapping and Removals (survey and GIS mapping provided by City)
- Standard Construction Detail Plates
- Siphon Manhole Structure Design Details
- Siphon Pipe and Sanitary Sewer Plan and Profile Sheets include existing topographic mapping, ground profile over pipe, existing public and private utilities, and proposed sanitary sewer construction. Proposed sewer improvement shown in split plan / profile view. Proposed sanitary sewer improvements illustrated in profiles view to include structure design information (rims, inverts, sizes, station / offset), pipe invert design elevations every 50 feet, pipe design grades, materials and construction requirements.

Stantec will assist the City in preparing a project manual containing bidding information, contract documents, and technical specifications for the proposed project. We understand City Staff will prepare a bid form (based upon Stantec's detailed construction cost estimate) and related front end bidding and contract documents. Stantec will prepare technical specifications for the construction of the proposed sewer improvements. Stantec will assemble the project manual using documents provided by the City of Faribault with the technical construction specifications prepared by Stantec and review for completeness and consistency. The final project manual will be assembled by Stantec and delivered to Faribault in pdf format for use during project bidding and construction.



Reference: Faribault Siphon Improvement Project

Stantec will also prepare the necessary permits for the City or Contractor to obtain.

Anticipated permits include:

- MPCA Sanitary Sewer Extension Permit
- MnDNR - License for Utility to Cross Public Waters.
- NPDES Stormwater Construction Permit (applied for by the Contract at the direction of the City of Faribault.

Stantec Assumptions: used to develop scope of service and work plan tasks and hours estimate:

- The City will provide topographic survey of the project site and river channel at the siphon crossing location.
- City will provide GIS mapping for the project area as needed and generally including parcel lines, existing public utilities, aerial photos, 2-foot contours
- Stantec will utilize Geotechnical Evaluation Report for the project prepared by Braun Intertec.
- Siphon pipe to be constructed using horizontal directional drilling (HDD) construction.
- No wetland or cultural resource investigation or permit required.
- No riverbank stabilization, scour analysis, or river system hydraulic modeling required.
- Existing siphon structures and siphon pipe will be removed to a depth of 3-4 feet and then sand filled and abandoned in place.
- The City will provide review comments for the 60% and 95% construction drawings at and the 95% project manual.
- Odor or hydrogen sulfide gas mitigation is not included in project.

Task 400: Construction Bid Support

Stantec will address contractor and supplier questions and prepare addenda in response to bidder questions as necessary. Faribault City Staff will assist Stantec with issuance of required addenda. We understand the City will prepare ad for bid and advertise project for bid via One-Office and in the City's official paper. City staff will also open, analyze and tabulate construction bids. Stantec to support the Faribault throughout the bidding process.

Task 300: Construction Management

The City of Faribault staff will provide construction staking, observation, and administration for the construction of the sanitary sewer improvements. Stantec will support City staff during construction with the following services:

1. Attend and participate in the Preconstruction Conference.
2. Review shop drawing submittals on structures and pipe.



Reference: Faribault Siphon Improvement Project

3. Observation of contractor horizontal directional drilling of siphon pipe under the river (assume 4 trips totaling 16 hours of observation).
4. Observation of siphon structure installation (assume 2 trips totaling 8 hours of observation).

Compensation and Schedule

The enclosed Project Work Plan includes our estimated work hours and associated fees for each work task, including project reimbursable expenses. We propose to complete the work detailed in our scope of services on an hourly rate basis, with a total estimated cost of \$82,224 plus reimbursable expenses estimated at \$560 for a total estimated not to exceed fee of \$82,784.

All of Stantec's work will be completed in accordance with the terms and conditions attached to this letter proposal. Upon acceptance of this proposal and notification to proceed from the City of Faribault, we will initiate work on the proposed tasks as described in the Scope of Work. Should you have any questions or concerns, please feel free to contact me at (507) 529-6036.

Regards,

STANTEC CONSULTING SERVICES INC.

Joseph C. Palen, PE

Principal

Phone: (507) 529-6036

Joseph.palen@stantec.com



FEE ESTIMATE - Faribault Siphon Final Design

EXHIBIT B

		PM, Civil TL	Drafter / Civil Eng	Siphon Design Coord	PMA	Hydraulic Modeling	Hydraulic Model DL	Structure Eng	Siphon	Construction Observation	Mileage				
Name		Palen, Joseph	Moen, Tom	Peters, Erik	Chapman, Debbie	Marra, Cameron	Chan, Carl	Weston, Dan	DuPont, Mike	Barton, Jeff		Hours	Labour	Expense	Total
Project Billing Rate (T&M)		\$221.00	\$163.00	\$200.00	\$155.00	\$176.00	\$221.00	\$200.00	\$246.00	\$176.00	\$0.70	0.00	\$0.00	\$0.00	\$0.00
Total Units (T&M)		98.00	145.00	48.00	10.00	29.00	5.00	30.00	38.00	24.00	800.00	427.00	\$82,224.00	\$560.00	\$82,784.00
Fee (T&M)		\$21,658.00	\$23,635.00	\$9,600.00	\$1,550.00	\$5,104.00	\$1,105.00	\$6,000.00	\$9,348.00	\$4,224.00	\$560.00	427.00	\$82,224.00	\$560.00	\$82,784.00
WBS Code	Task Name	Units										Hours	Labour	Expense	Total
1	Project Management	20.00	2.00	10.00	10.00	3.00	1.00	0.00	4.00	0.00	400.00	50.00	\$10,029.00	\$280.00	\$10,309.00
1.1	City Kickoff Meeting (via Teams)	4.00		2.00					2.00			8.00	\$1,776.00	\$0.00	\$1,776.00
1.2	Internal Kickoff Meeting (via Teams)	2.00	2.00	2.00		1.00	1.00		2.00			10.00	\$2,057.00	\$0.00	\$2,057.00
1.3	3 Client Meetings (1-in person, 2 via Teams)	8.00		6.00		2.00					400.00	16.00	\$3,320.00	\$280.00	\$3,600.00
1.4	Project setup, management & invoicing	6.00			10.00							16.00	\$2,876.00	\$0.00	\$2,876.00
2	Siphon Hydraulic Modeling and Tech Memo	4.00		16.00		24.00	4.00		12.00			60.00	\$12,144.00	\$0.00	\$12,144.00
3	Civil Design - Construction Plans	66.00	139.00	18.00	0.00	2.00	0.00	28.00	22.00	0.00	0.00	275.00	\$52,207.00	\$0.00	\$52,207.00
3.1	Title, Legend, Construction Notes (3-sheets)	2.00	8.00	2.00								12.00	\$2,146.00	\$0.00	\$2,146.00
3.2	Erosion Control, Turf Rest. SWPPP (4-sheets)	2.00	24.00									26.00	\$4,354.00	\$0.00	\$4,354.00
3.3	Existing Conditions Mapping (2-sheets)	2.00	8.00									10.00	\$1,746.00	\$0.00	\$1,746.00
3.4	Standard Construction Details (1-sheet)	2.00	8.00						4.00			14.00	\$2,730.00	\$0.00	\$2,730.00
3.5	Quantity Takeoff and Cost Estimate	4.00	8.00	2.00								14.00	\$2,588.00	\$0.00	\$2,588.00
3.6	Siphon MH Structure Details (1 sheet)	2.00	35.00	4.00				20.00	16.00			77.00	\$14,883.00	\$0.00	\$14,883.00
3.7	Siphon & Sewer Pipe Design P/P (2-sheets)	4.00	12.00	2.00								18.00	\$3,240.00	\$0.00	\$3,240.00
3.8	Technical Specifications & Assemble PM	36.00		4.00				8.00				48.00	\$10,356.00	\$0.00	\$10,356.00
3.9	60% plan submission and address comments	4.00	16.00	4.00		2.00			2.00			28.00	\$5,136.00	\$0.00	\$5,136.00
3.10	95% plan submission and address comments	4.00	12.00									16.00	\$2,840.00	\$0.00	\$2,840.00
3.11	Permit applications (MPCA & DNR)	4.00	8.00									12.00	\$2,188.00	\$0.00	\$2,188.00
4	Construction Bid Support	4.00	4.00	2.00								10.00	\$1,936.00	\$0.00	\$1,936.00
5	Construction Managmeent	4.00		2.00				2.00		24.00	400.00	32.00	\$5,908.00	\$280.00	\$6,188.00

This Agreement is made and entered into effective August 5, 2025 (the "Agreement Date") by and between:

"Client"

Name: City of Faribault
Address: 1200 Belview Trail, Faribault, MN 55021
Phone: 507-333-0360
Representative: Mark Duchene, Director of Engineering Email: mduchene@ci.faribault.mn.us

"Stantec"

Name: Stantec Consulting Services Inc.
Address: 3800 Highway 52 N, Suite 130
Phone: 507-529-6036
Representative: Joseph Palen Email: joseph.palen@stantec.com

Sanitary Sewer Siphon Improvements (the "Project"):
City of Faribault

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff within 28 days of receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The Client will make electronic payment of the invoices, the details of which can be obtained or verified by contacting ar@stantec.com.

Unless expressly defined in the scope of work attached to this Agreement, the Services do not include any services related to lawsuits, arbitrations, mediations, government enforcement actions, or freedom of information requests ("FOI"). The Client agrees to compensate Stantec on a time and materials basis at rates two times (2x) those identified in Stantec's current rate table if Stantec is required to respond to a FOI, subpoena, serve as a witness, or prepare for or attend a deposition, examination for discovery, trial, arbitration, or mediation arising out of the Project or related to a legal proceeding to which Stantec is not a named defendant.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits, or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as or be an employee of the Client.

TERMINATION: Stantec may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations, and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the Services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities, or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup, or related costs.

In the prosecution of work, Stantec will take reasonable precautions to avoid damage to subterranean structures or utilities. However, it is the responsibility of the Client to provide Stantec with assistance in locating underground structures and utilities in the vicinity of any construction, exploration, or investigation. Stantec shall also rely upon third party sources in order to determine the existence and location of any underground structures and utilities of any kind. The Client acknowledges and agrees that Stantec may rely on such third-party advice, so long as such third party is, in Stantec's opinion, a reasonable source for such information, without any requirement that Stantec shall make an independent evaluation or investigation of such underground structures and utilities. In the event that the information supplied by third parties is incorrect, the Client acknowledges that Stantec shall not be responsible for any damages done to any such underground structures or utilities. If neither party can confirm the location of such structures and utilities, the Client agrees to accept all liabilities, costs, expenses and damages, whether direct, indirect, economic, punitive, incidental, special, exemplary or consequential, associated with the repair, replacement or restoration of any damages to such structures and utilities caused by Stantec or its subcontractor(s) or subconsultant(s) in the performance of the Services and the Client agrees to defend, indemnify and hold Stantec harmless from any such damages.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws, and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes, and regulations of government agencies, including federal, state, provincial, municipal, and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations, and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment, or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify, and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or \$500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers, or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

In no event shall Stantec's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon, or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify, and hold Stantec, its officers, employees, consultants, and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed, and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions, or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted, and executed this Agreement as of the Agreement Date noted above.

City of Faribault
Stantec Consulting Services Inc.

Jessica Kinser, Faribault City
Administrator

Print Name and Title

Joseph Palen, Principal

Print Name and Title

Signature

Signature



Print Name and Title

Print Name and Title

Signature

Signature

Attached to and forming part of the Agreement BETWEEN:

City of Faribault
(Hereinafter called the "Client")
- and -
Stantec Consulting Services Inc.
(Hereinafter called "Stantec")

EFFECTIVE: August 5, 2025

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above-described Agreement.

SERVICES: Stantec shall perform the following Services:

Sanitary sewer siphon design and construction services as described in **Exhibit A**.
(Hereinafter called the "Services")

CONTRACT TIME: Commencement Date: August 18, 2025
Estimated Completion Date: October 1, 2026

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

The City of Faribault shall pay Stantec on an hourly basis an estimated labor fee of \$82,224 plus reimbursable expenses estimated at \$560 for a total estimated not to exceed fee of \$82,784 as described in Exhibit A and Exhibit B.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a 0 percent (0%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

No additional conditions.

ADDITIONAL ATTACHMENTS: The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

Exhibit A: Faribault – Faribault Sanitary Sewer Siphon Improvement Project Proposal

Exhibit B: Stantec Fee Estimate

Exhibit C: Stantec 2025 Standard Rate Table

**INSURANCE
REQUIREMENTS:**

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.



Stantec Consulting Services Inc.
3800 Highway 52 North, Suite 130
Rochester MN 55901
Tel: (507) 282-2100

August 5, 2025

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

Reference: **Faribault Sanitary Sewer Siphon Improvement Project Proposal**

The City of Faribault (City) has elected to move forward and replaced two deteriorating siphon structures and two siphon pipes of unknown condition crossing the Cannon River just downstream of its confluence with the Straight River. The City selected Alternative #3 to advance to final design and construction based upon a study prepared by Stantec in March of 2025.

City staff have requested Stantec prepare a proposal to complete final design and provide construction plans, technical specifications and provide assistance during construction.

Scope of Work

We have discussed this project with City staff on several occasions and consulted with various members of our municipal design services team to develop a detailed scope of services and work plan for this project. Enclosed is our Project Work Plan which includes proposed project work tasks, estimated hours, staff assignments, and estimated reimbursable expenses for your information. The project work plan tasks are described in detail in the following text.

Task 100: Project Management

This task includes the organization, management and coordination of services described in this scope of work. Stantec will perform the following:

- Keep Mark DuChene - Faribault Director of Engineering advised on aspects of the work under this contract and communicate regarding progress and budget.
- Coordinate with City staff and other city consultants as necessary.
- Set up and maintain project files.
- Develop, monitor, and update as needed a project schedule.
- Coordinate with the project design team, verifying work is performed in an integrated manner, producing deliverables of consistent quality in compliance with the contract.
- Provide monthly invoices.

Stantec will hold a virtual kick-off meeting with City staff and key Stantec project members and prepare follow-up meeting notes. The meeting will facilitate the start of a collaborative effort between Faribault and Stantec staff and be used to discuss design details.



Reference: Faribault Siphon Improvement Project

Task 200: Siphon Hydraulic Modeling

Stantec will use the model developed for the previous study to refine the siphon design and confirm the siphon pipe design. A separate model (Hades) will be used to design the upstream siphon structure, including optimizing the weir height(s). A design memo will be provided to document the final hydraulic model output, design recommendations and assumptions. The memo will be submitted to City Staff for review and concurrence.

Task 300: Final Design

Stantec will develop a 60% draft and 95% and 100% final construction package including plans and technical specifications for construction and construction cost estimate.

Construction plans will include:

- Title Sheet
- Legend Sheet
- General Construction Notes including discussion of project access constraints and requirements, construction phasing and staging, and maintenance of sanitary sewer conveyance.
- Erosion Control, Stormwater Pollution Prevention Plan, and Turf Restoration
- Existing Conditions Mapping and Removals (survey and GIS mapping provided by City)
- Standard Construction Detail Plates
- Siphon Manhole Structure Design Details
- Siphon Pipe and Sanitary Sewer Plan and Profile Sheets include existing topographic mapping, ground profile over pipe, existing public and private utilities, and proposed sanitary sewer construction. Proposed sewer improvement shown in split plan / profile view. Proposed sanitary sewer improvements illustrated in profiles view to include structure design information (rims, inverts, sizes, station / offset), pipe invert design elevations every 50 feet, pipe design grades, materials and construction requirements.

Stantec will assist the City in preparing a project manual containing bidding information, contract documents, and technical specifications for the proposed project. We understand City Staff will prepare a bid form (based upon Stantec's detailed construction cost estimate) and related front end bidding and contract documents. Stantec will prepare technical specifications for the construction of the proposed sewer improvements. Stantec will assemble the project manual using documents provided by the City of Faribault with the technical construction specifications prepared by Stantec and review for completeness and consistency. The final project manual will be assembled by Stantec and delivered to Faribault in pdf format for use during project bidding and construction.



Reference: Faribault Siphon Improvement Project

Stantec will also prepare the necessary permits for the City or Contractor to obtain.

Anticipated permits include:

- MPCA Sanitary Sewer Extension Permit
- MnDNR - License for Utility to Cross Public Waters.
- NPDES Stormwater Construction Permit (applied for by the Contract at the direction of the City of Faribault.

Stantec Assumptions: used to develop scope of service and work plan tasks and hours estimate:

- The City will provide topographic survey of the project site and river channel at the siphon crossing location.
- City will provide GIS mapping for the project area as needed and generally including parcel lines, existing public utilities, aerial photos, 2-foot contours
- Stantec will utilize Geotechnical Evaluation Report for the project prepared by Braun Intertec.
- Siphon pipe to be constructed using horizontal directional drilling (HDD) construction.
- No wetland or cultural resource investigation or permit required.
- No riverbank stabilization, scour analysis, or river system hydraulic modeling required.
- Existing siphon structures and siphon pipe will be removed to a depth of 3-4 feet and then sand filled and abandoned in place.
- The City will provide review comments for the 60% and 95% construction drawings at and the 95% project manual.
- Odor or hydrogen sulfide gas mitigation is not included in project.

Task 400: Construction Bid Support

Stantec will address contractor and supplier questions and prepare addenda in response to bidder questions as necessary. Faribault City Staff will assist Stantec with issuance of required addenda. We understand the City will prepare ad for bid and advertise project for bid via One-Office and in the City's official paper. City staff will also open, analyze and tabulate construction bids. Stantec to support the Faribault throughout the bidding process.

Task 300: Construction Management

The City of Faribault staff will provide construction staking, observation, and administration for the construction of the sanitary sewer improvements. Stantec will support City staff during construction with the following services:

1. Attend and participate in the Preconstruction Conference.
2. Review shop drawing submittals on structures and pipe.



Reference: Faribault Siphon Improvement Project

3. Observation of contractor horizontal directional drilling of siphon pipe under the river (assume 4 trips totaling 16 hours of observation).
4. Observation of siphon structure installation (assume 2 trips totaling 8 hours of observation).

Compensation and Schedule

The enclosed Project Work Plan includes our estimated work hours and associated fees for each work task, including project reimbursable expenses. We propose to complete the work detailed in our scope of services on an hourly rate basis, with a total estimated cost of \$82,224 plus reimbursable expenses estimated at \$560 for a total estimated not to exceed fee of \$82,784.

All of Stantec's work will be completed in accordance with the terms and conditions attached to this letter proposal. Upon acceptance of this proposal and notification to proceed from the City of Faribault, we will initiate work on the proposed tasks as described in the Scope of Work. Should you have any questions or concerns, please feel free to contact me at (507) 529-6036.

Regards,

STANTEC CONSULTING SERVICES INC.

Joseph C. Palen, PE

Principal

Phone: (507) 529-6036

Joseph.palen@stantec.com



FEE ESTIMATE - Faribault Siphon Final Design

EXHIBIT B



ATTACHMENT – STANDARD RATE TABLE

BC1938_1_2025

LABOR RATES

Staff Level	Billing Level	Hourly Rate
CAD Technician, Civil Designer, Inspector, Planner, Project Technician, Scientist	3	\$114
	4	\$128
	5	\$139
	6	\$144
	7	\$152
Civil Technician, Designer, Engineer, Field Supervisor, GIS Analyst, Inspector, Land Surveyor, Landscape Architect, Project Manager, Scientist, Senior CAD Designer, Senior Civil Technician	8	\$158
	9	\$170
	10	\$176
	11	\$189
	12	\$195
Engineer, Field Supervisor, Principal, Project Manager, Senior Engineer, Senior Landscape Architect, Senior Planner, Senior Principal, Specialist	13	\$204
	14	\$214
	15	\$241
	16	\$274
Specialist, Vice President	17	\$284
	18	\$290
Survey Crew	1-Person Crew	\$178
	2-Person Crew	\$261

These rates are adjusted in accordance with the normal review procedures of Stantec, typically annually.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Mark DuChene, Director of Engineering (City Engineer)
MEETING DATE: August 26, 2025
SUBJECT: Resolution 2025-213 Amend the 2025 Adopted Budget and Approve Professional Services Proposal for TH 21 Corridor Study Project - Contract 2025-16

Background:

The 2025-2029 Capital Improvement Plan included the construction of a regional stormwater basin in 2027 to provide rate control and water quality treatment for the Country Club Estates area where currently none exists today. The basin was to be constructed on parcel of land adjacent to TH 21 and would meet the goals and requirements of the City's Municipal Separate Storm Sewer System (MS4) permit. Recently, the parcel of land where the regional basin is proposed was placed on the real estate market. The City reached out to the representatives of the parcel and there is interest in working towards a deal to facilitate land acquisition for the regional basin. The subject parcel and some adjacent largely undeveloped parcels have been identified in the City's Comprehensive Plan for redevelopment along the TH 21 corridor to utilize the visibility and proximity to key transportation infrastructure. In order to best plan for this redevelopment in conjunction with the regional basin plans, Staff is recommending that the Council adopt a budget amendment and accept the attached proposal for a TH 21 Corridor Analysis to look at this entire redevelopment including the TH 21 Corridor to identify long term access and safety improvements to TH 21 which will be necessary to facilitate any development in this area.

Attached is a proposal for a professional design services proposal from Stonebrooke for the proposed work. Funding for the project will come from the street improvement fund (401) which has adequate fund balance to accommodate the budget amendment.

Recommendation:

Agenda Item: 6.J

Approve Resolution 2025-213 Amending the 2025 Adopted Budget and Approve Professional Services Proposal for TH 21 Corridor Study Project - Contract 2025-16 with Stonebrooke

Attachments:

1. Resolution 2025-213 Amend the 2025 Adopted Budget and Approve Professional Services Proposal for TH 21 Corridor Study Project - Contract 2025-16
2. TH 21 Corridor Analysis 2025-08-07

CITY OF FARIBAULT

RESOLUTION #2025 - 213

AMEND THE 2025 ADOPTED BUDGET AND APPROVE PROFESSIONAL SERVICES PROPOSAL FOR TH 21 CORRIDOR STUDY PROJECT - CONTRACT 2025-16

WHEREAS, the 2025-2029 Capital Improvement Plan included the construction of a regional stormwater basin in 2027 to provide rate control and water quality treatment for the Country Club Estates area where currently none exists today; and

WHEREAS, the parcel of land where the regional stormwater basin was to be constructed has recently been placed on the real estate market and in order to most accurately determine a value for the land and properly plan for future development within the area a study must be done; and

WHEREAS, the City Council of the City of Faribault did formally adopt a 2025 Budget and establish fund appropriations for 2025 on December 10, 2024, on Resolution 2024-245 in accordance with City Charter and State Statutes; and

WHEREAS, throughout the fiscal year it is necessary to make certain amendments to the budget; and

WHEREAS, the Faribault City Council desires to revise the adopted 2025 budget to more accurately depict expected expenditures for the current year.

NOW, THEREFORE BE IT RESOLVED that the City Council does hereby accept the proposal from Stonebrook for a TH 21 Corridor Analysis and authorizes the Mayor and City Administrator to execute a contract for said work; and

BE IT FURTHER RESOLVED that City staff is hereby directed to revise the 2025 Budget as follows:

Organization	Object	Amount	Purpose
Street Improvement Projects	43090	\$33,820	TH 21 Corridor Analysis

Date Adopted: August 26, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

a 12279 Nicollet Avenue Burnsville, MN 55337
o 952-402-9202 f 952.403.6803
w stonebrookeengineering.com

Mark DuChene, PE
Director of Engineering
1200 Belview Trail
Faribault, MN 55021

RE: Professional Services Contract
TH 21 Corridor Analysis

Dear Mr. DuChene:

Thank you for the opportunity to submit this scope of work and engineering fee for an analysis of the TH 21 Corridor from 20th Street to 7th Street.

The following summarizes our understanding of the scope of services to be provided, along with our associated assumptions, based on previous communications with you.

Schedule

We understand the City of Faribault wishes to have Stonebrooke commence engineering services in approximately September 2025, with completion of engineering services by the end of 2025. Our schedule can be flexible with this and we are fully open to further discuss and refine the schedule in conversation with you. We will work with you to establish an acceptable detailed schedule after project authorization.

Task 1 - Project Management

Our proposed project principal, Tyler Newhall, and project manager Jeremy Kaemmer, are fully prepared to manage internal staff and project delivery to deliver the tasks within scope, on time, within budget, meeting the City of Faribault's and industry standards of care. Tasks anticipated for project management will include:

- Regular phone calls held with the City representative to provide updates of the work and discuss any ongoing project challenges or issues.
- 3 formal virtual check-in meetings. The timing of these can be coordinated with you to ensure that the time is being utilized in the optimal fashion. These meetings most likely would coincide with:
 - Completion of initial traffic evaluation and a first concept layout.
 - Completion of 3 alternative concept layouts with the variation in each being the intersection type at the Cannon Circle intersection location (restricted access, signalized, and roundabout).
 - Completion of the construction cost estimating.
- Monthly invoices will be submitted with labors hours broken down by task and progress status reports with each invoice.
- MnDOT Coordination: At this time we have not included MnDOT coordination per our discussions.

Task 2 - TH 21 Corridor Analysis

We understand that future development is likely west of TH 21, across from the location of Cannon Circle (which is approximately 500' north of where TH 21 crosses the Cannon River).

As a first step in planning for this future development, the City would like to evaluate various options for access and connections to TH 21 at this location. This would include a concept layout of the street connections on either side of TH 21 at this location, plus possible access modifications to both the north and south of TH 21. The full concept layout is expected to extend from 20th Street on the north to 7th Street on the south.

Concurrent with this we will complete future traffic projections primarily geared towards the future TH 21 intersection. This includes evaluating future projections on TH 21 along with traffic anticipated from connection of 13th Street NW to the west and Cannon Circle to the east. Based on these future traffic volumes we would provide initial feedback on the feasibility of roundabout and signalized intersection options. Our scope of work does not include traffic modeling or a formal traffic study document (ICE Report).

Our team would produce 3 high-level concept layouts at this location. Each would have a different option for intersection control at the TH 21 intersection with the future road connections, including:

- Restricted access in the form of right-in/right-out, RCI, etc.
- Signalized intersection.
- Roundabout intersection.

The layout would also include the interconnecting road network west of this proposed intersection which would include, at minimum, extensions and connections for Riverside Ct, 13th St NW, and Bradley Rd.

A construction cost estimate associated with the local road connections and different intersection improvements would also be included. Prior to completing this work we would meet with the City to agree on the anticipated scope of improvements on the full TH 21 corridor (rehabilitation vs. reconstruction (or a combination of the two)). The cost estimate would also be split between the segments of TH 21 south and north of the river bridge.

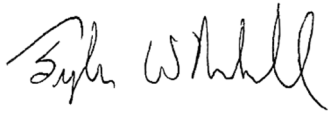
At this time we understand the City is not planning to obtain any survey data so our proposed layouts would be drawn in at a conceptual level based on aerial photography.

Proposed Fee

Our proposed hourly, not-to-exceed fee is shown on the attached summary and is based on our understanding of the work required and as outlined in our proposal. Should work beyond these tasks and fee be identified, we will work with the City on a mutually agreed upon fee for completing that work.

We appreciate your consideration of our proposal and welcome the opportunity to discuss specifics. Please contact me with any questions or concerns you may have regarding our proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Tyler Newhall". The signature is fluid and cursive, with the first name "Tyler" and last name "Newhall" clearly distinguishable.

Tyler Newhall, PE
Stonebrooke Engineering



**COST PROPOSAL
TH 21 Corridor Analysis
City of Faribault**

CLIENT:	City of Faribault							
PROJECT:	TH 21 Corridor Analysis							
CONSULTANT:	Stonebrooke Engineering, Inc.							
		Project Principal	Project Manager	Sr. Design Engineer	Traffic Engineer	Sr. CADD Technician/Design Engineer	Total Hours	Total Cost
Task No.	Work Task Description							
TASK 1.0	PROJECT MANAGEMENT	8	20	0	0	10	38	\$7,030.00
TASK 2.0	TH 21 ANALYSIS	4	30	114	24	32	204	\$26,790.00
	TOTAL HOURS	12	50	114	24	42	242	
	AVERAGE HOURLY RATE	\$290.00	\$185.00	\$112.00	\$170.00	\$101.00		
	TOTAL LABOR COST	\$3,480.00	\$9,250.00	\$12,768.00	\$4,080.00	\$4,242.00		\$33,820.00
EXPENSES (printing, plan set, mileage)								\$0.00
TOTAL PROJECT FEE								\$33,820.00



Stonebrooke

DETAILED COST ESTIMATE
ESTIMATED PERSON-HOURS AND FEES
TH 21 Corridor Analysis
City of Faribault

CLIENT:	City of Faribault						
PROJECT:	TH 21 Corridor Analysis						
CONSULTANT:	Stonebrooke Engineering, Inc.						
Task No.	Work Task Description	Project Principal	Project Manager	Sr. Design Engineer	Traffic Engineer	Sr. CADD Technician/ Design Engineer	Totals
TASK 1.0	PROJECT MANAGEMENT						
1.01	General Coordination	4	12				16
1.02	Design/Coordination Meetings (Virtual) - Assume 3	4	5				9
1.03	Obtain Aerials and Draw in Existing Linework for Layout Use (this assumes no field survey or other detail is obtained)		1			10	11
1.04	Obtain As-Builts and Existing Roadway Information From MnDOT and City		2				2
	SUBTOTAL HOURS - TASK 1.0	8	20	0	0	10	38
TASK 2.0	TH 21 ANALYSIS						
2.01	Traffic Projections and High-Level Intersection Operations Considerations	1	6		24		31
2.01	Concept Layout of TH 21 with access modifications and intersection improvements - option with restricted access at Cannon Circle location	1	4	32		12	49
2.02	Concept Layout of TH 21 with access modifications and intersection improvements - option with signalization at Cannon Circle location		6	14		8	28
2.03	Concept Layout of TH 21 with access modifications and intersection improvements - option with roundabout at Cannon Circle location	1	6	28		8	43
2.04	Provide concept level construction cost estimates for the 3 alternative options included in the layouts	1	6	28			35
2.05	Modifications Based on City Comments/Feedback		2	12		4	18
	SUBTOTAL HOURS - TASK 2.0	4	30	114	24	32	204



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Dustin Dienst, Director of Fire & Code Services
MEETING DATE: August 26, 2025
SUBJECT: Approve Agreement for Services Performed by Independent Contractor

Background:

The City has begun utilizing administrative fines for various ordinance violations. One such violation is tall grass and weeds, chapter 31 of our Code of Ordinances. In the past, this Ordinance was enforced by the Police Department, and now our property maintenance inspectors are responsible for enforcement.

As a part of enforcement, we have the ability, and responsibility, to remedy the ordinance violation in a timely manner. The City will hire a contractor to mow the tall grass and weeds on property where the owner has not complied with the enforcement order in the time allotted by the inspector.

Attached is a proposed agreement from Property Pros LLC for the mowing of properties that have not complied with enforcement orders.

Recommendation:

Approve Agreement for Services Performed by Independent Contractor with Property Pros of Faribault LLC

Attachments:

1. Agreement for Services with Property Pros

**AGREEMENT FOR SERVICES
PERFORMED BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made on the 1 day of August, 2025, between the CITY OF FARIBAULT ("City"), a Minnesota municipal corporation, whose business address is 208 NW First Avenue, Faribault, MN 55021, and Property Pros of FBO ("Contractor"), a LLC, whose business address is 303 1st Ave NE #108.
Faribault, MN 55021

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

1. **Independent Contractor.** The City hereby retains the Contractor as an independent contractor upon the terms and conditions set forth in this Agreement. The Contractor is an independent contractor and not an employee of the City. The Contractor shall be responsible for selecting the means and methods of performing the work. The Contractor shall furnish any and all supplies, tools, equipment, materials and incidentals necessary for the Contractor's performance under this Agreement at his/her/its own expense. The City and the Contractor agree that the Contractor shall not at any time or in any manner represent that the Contractor or any of the Contractor's agents or employees are in any manner agents or employees of the City. The Contractor shall be exclusively responsible under this Agreement for the Contractor's own FICA payments, workers' compensation insurance, unemployment compensation insurance, withholding amounts, or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.
2. **Contractor's Services.** The Contractor agrees to provide lawn mowing services for the City as described in the proposal/bid/scope of services which is attached to and made a part of this Agreement as Exhibit A. Due to weather conditions and the rate of grass growth, the City reserves the right to adjust the amount of frequency the Contractor will be asked to mow certain properties within the City. In the event the City requests that a property not be mowed by the Contractor, the City will not be obligated to pay the Contractor if the property is not mowed. The Contractor shall, in the execution of services, conform to all applicable federal, state, and local laws, codes, ordinances, and regulations. All services provided by the Contractor shall be performed by properly licensed personnel and shall be performed in accordance with OSHA safety standards for traffic control and personal protective equipment. Any violation of this section will constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
3. **Damages to Contractor's Equipment.** Any unforeseen damages to Contractor's equipment or property occurring during the performance of any services covered by this Agreement and at a property requested for services by the City shall be given notice by the Contractor to the City within ten (10) business days of the damages occurring. The notice must be in writing and describe the type of damages, list the property address at which the damages occurred, describe the cause of damages and an estimate of the cost to repair or replace said damages. By their sole discretion, the City may assess the cost of repair or replacement of damages to the owner of the property at which the services were being performed, under Faribault City Code, Sec. 31-6. Contractor agrees the City shall not be liable for any costs or expenses incurred related to the replacement or repair of any damages

occurring during the performance of services under this Agreement, nor does this provision change the scope of Section 8 (Indemnification) as it applies to this Agreement.

4. **Compensation for Services.** The City agrees to pay the Contractor for the services in the amount of \$75/HR/PP. The Contractor shall submit to the City, on a monthly basis, itemized bills for the services performed under this Agreement. The Contractor will be paid by the City only for actual mowing services performed. Bills submitted shall be paid in the same manner as other claims made to the City.
5. **Term.** Unless otherwise terminated in accordance with this Agreement, the term of this Agreement shall be for 2025, commencing on the date first written above. Either party, without cause, may terminate this Agreement by seven days' written notice delivered to the other party at the address written above. After termination, the City shall have no further obligation to the Contractor except to compensate the Contractor for services performed prior to the date of the notice of termination.
6. **Subcontractors.** The Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City.
7. **Assignment.** Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.
8. **Indemnification.** The Contractor agrees to defend, indemnify and hold the City, its officials, employees, agents and contractors harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from an act or omission (including without limitation professional errors or omissions) of the Contractor, its agents, employees, or subcontractors in the performance of the services provided by this Agreement and against all losses by reason of the failure of the Contractor fully to perform, in any respect, all obligations under this Agreement.
9. **Workers' Compensation Insurance.** The Contractor shall have workers' compensation insurance coverage that meets the requirements of Minnesota law. The Contractor shall execute the form attached hereto prior to commencing work under this Agreement.
10. **Records Access.** The Contractor shall provide the City access to any books, documents, papers, and records which are directly pertinent to the Agreement, for the purpose of making audit, examination, excerpts, and transcriptions, for three years after final payments and all other pending matters related to this Agreement are closed.
11. **General Liability Insurance.** The Contractor shall maintain adequate insurance with limits acceptable to the City to protect him/her/itself and the City from claims and liability for injury or damages to persons or property for all work performed by the Contractor and its respective employees or agents under this Agreement. The Contractor shall name the City as an additional insured under its policy. Prior to performing any services under this Agreement, the Contractor shall provide evidence to the City that acceptable insurance coverage is in effect.

12. **Data Privacy.** The Contractor shall comply with Minnesota Statutes Chapter 13, the Minnesota Government Data Practices Act. The Contractor shall not disclose non-public information except as authorized by the Act.
13. **Governing Law.** The laws of the State of Minnesota shall control this Agreement.
14. **Severability.** The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
15. **Entire Agreement; Amendments.** This Agreement constitutes the entire Agreement between the parties, and no other agreement prior to or contemporaneous with this Agreement shall be effective, except as expressly set forth or incorporated herein. Any purported amendment to this Agreement is not effective unless it is in writing and executed by both parties.
16. **No Waiver by the City.** By entering into this Agreement, the City does not waive its entitlement to any immunities under statute or common law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year written above.

CONTRACTOR

By: M. M. Ulmenlonga
Its: Partner

CITY

By: _____

Its: Mayor

By: _____

Its: City Administrator

**PROOF OF WORKERS' COMPENSATION
INSURANCE COVERAGE**

Minnesota Statutes Section 176.182 requires every governmental subdivision entering into a contract for doing any public work to obtain acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes Section 176.181, subdivision 2. This information will be furnished, upon request, to the Department of Labor and Industry to check for compliance with Minnesota Statutes Section 176.181, subdivision 2.

This information is required by law, and a contract for the doing of any public work may not be entered into if it is not provided or is falsely reported. Furthermore, if this information is not provided or is falsely reported, it may result in a penalty assessed against your business by the Commissioner of the Department of Labor and Industry.

Provide the information specified above in the spaces provided, or certify the precise reason your business is excluded from compliance with the insurance coverage requirement for workers' compensation.

INSURANCE COMPANY NAME: Integrity Insurance
(**NOT** the insurance agent)

POLICY NO. OR SELF-INSURANCE PERMIT NO.: 2673192-10

DATES OF COVERAGE: 3/10/25 to 3/10/26

- **OR** -

I am not required to have workers' compensation liability coverage because:

- ☐ I have no employees covered by the law.
- ☐ Other (*specify*): _____

I HAVE READ AND UNDERSTAND MY RIGHTS AND OBLIGATIONS WITH REGARD TO PUBLIC CONTRACTS AND WORKERS' COMPENSATION COVERAGE, AND I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.


(Signature)

EXHIBIT A

Copy of the Contractor's Bid/Proposal/Scope of Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Truax & Associates Insurance Agency 215 Western Ave NW Faribault MN 55021		CONTACT NAME: Sienna Ellison PHONE (A/C, No, Ext): (507) 334-5850 E-MAIL ADDRESS: sellison.truax@gmail.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: INTEGRITY MUT INS CO	
		INSURER B: INTEGRITY PROP & CAS INS CO	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CT 2673192	03/10/2025	03/10/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA 2673898	03/10/2025	03/10/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	WCP2673195	03/10/2025	03/10/2026	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City Of Faribault 208 1st Ave NW Faribault MN 55021	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Sienna Ellison</i>
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Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: August 26, 2025
SUBJECT: Resolution 2025-210 Approve Appointment of Board and Commission Member

Background:

Due to a resignation, there is an opening on the Housing and Redevelopment Authority (HRA). At their August 19, 2025, Council Work Session, the Council reviewed applications from Sara Caron, Brian Peterson and Shafi Qanyare. Through much discussion, it was the consensus of the Council to move forward with the appointment of Shafi Qanyare to fill the 5-year term on the HRA. If approved, Qanyare's term will expire on January 31, 2030.

Recommendation:

Approve Resolution 2025-210.

Attachments:

1. Resolution 2025-210 Approve Appointment of Board and Commission Member

CITY OF FARIBAULT

RESOLUTION #2025-038

APPROVE APPOINTMENT OF BOARD AND COMMISSION MEMBER

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

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

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

<u>Appointee</u>	<u>Board/Commission</u>	<u>Expiration</u>
Qanyare, Shafi	Housing and Redevelopment Authority	1/31/2030

Date Adopted: August 26, 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: August 26, 2025
SUBJECT: Resolution 2025-211 Authorize Payment as Recommended by the Charitable Gambling Board to River Bend Nature Center

Background:

The Charitable Gambling Advisory Board met on August 20, 2025, to review requests for donations. Brittany Smith on behalf of the River Bend Nature Center, requested \$5,000.00 to use towards expenses associated with their Little Sprouts Program. The Charitable Gambling Board recommended a donation of \$2,5000.00 at this time.

Recommendation:

Approve Resolution 2025-211.

Attachments:

1. Resolution 2025-211 Authorize Payment as Recommended by the Charitable Gambling Board to River Bend Nature Center

CITY OF FARIBAULT

RESOLUTION #2025-211

AUTHORIZE PAYMENT AS RECOMMENDED BY THE CHARITABLE GAMBLING BOARD TO RIVER BEND NATURE CENTER

WHEREAS, the Faribault Charitable Gambling Board reviewed a request for funding from the River Bend Nature Center at their August 20, 2025 meeting. The Charitable Gambling Board recommends funding the request in the amount of \$2,500 to use towards expenses related to their Little Sprouts Program; 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: August 26, 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: August 26, 2025
SUBJECT: Resolution 2025-212 Authorize Payment as Recommended by the Charitable Gambling Board to Falcon Educational Enrichment Program

Background:

The Charitable Gambling Advisory Board met on August 20, 2025, to review requests for donations. Deb Scheil, on behalf of the Falcon Educational Enrichment Program, requested \$3,000.00 to use towards expenses associated with school staff grant requests. The Charitable Gambling Board recommended a donation of \$1,5000.00 at this time.

Recommendation:

Approve Resolution 2025-212

Attachments:

1. Resolution 2025-212 Authorize Payment as Recommended by the Charitable Gambling Board to Falcon Educational Enrichment Program

CITY OF FARIBAULT

RESOLUTION #2025-212

**AUTHORIZE PAYMENT AS RECOMMENDED BY THE CHARITABLE GAMBLING BOARD
TO FALCON EDUCATIONAL ENRICHMENT PROGRAM**

WHEREAS, the Faribault Charitable Gambling Board reviewed a request for funding from the Falcon Educational Enrichment Program at their August 20, 2025 meeting. The Charitable Gambling Board recommends funding the request in the amount of \$1,500 to use towards expenses related to their Grant Program; 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: August 26, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, CED Director
MEETING DATE: August 26, 2025
SUBJECT: Resolution 2025-209 Approve a Redevelopment Plan for HENRY M RICE SQUARE Pursuant to Minn. Stat. § 469.028

Background:

The City Council has the statutory responsibility under Minnesota Statutes, Section 469.028, to approve or deny redevelopment plans and projects associated with a Housing and Redevelopment Authority operating in or for the City.

Rice County owns property to the south and east of the intersection of 2nd Avenue NW and 4th Street NW. On August 12, 2025, the Council passed Resolution 2025-196, which approved preliminary and final plats of HENRY M RICE SQUARE to accommodate proposed redevelopment in the area. After the County records the plat, it will convey Lots 1 and 2 on the north half of the plat to the County HRA. The County HRA, in turn, intends to convey Lot 1 at the northwest corner of the plat to a private entity wishing to construct a commercial office building. The County HRA will convey Lot 2 at the northeast corner of the plat (across from the Police Department) to the City of Faribault to construct a public parking lot that will serve the office building and other private and public uses in the area.

Pursuant to Minnesota Statutes, Section 469.028, to approve the Redevelopment Plan for the area, the Council must find the following:

1. Necessity of financial aid. The land in the Project Area would not be made available without the financial aid being sought. The County HRA intends to convey property associated with the Redevelopment Plan for a favorable price that supports the proposed redevelopment. The City and County also intend to support the proposed redevelopment through tax abatement, and the Faribault Economic Development Authority intends to provide financial assistance as well.

2. Maximum opportunity by private enterprise. The Redevelopment Plan in the locality will afford maximum opportunity, consistent with the needs of the locality as a whole, for redevelopment by private enterprise. Lot 1, Block 1, HENRY M RICE SQUARE will be redeveloped as a commercial office building. Lot 2, Block 1, HENRY M RICE will provide a public parking lot to support the commercial office building and other private and public uses in the vicinity.
3. Plan conformity. The Plan conforms to the City's general plan (also known as the City's Comprehensive Plan) for the development of the locality as a whole. Lot 1, Block 1, HENRY M RICE SQUARE is guided for commercial use, and Lot 2, Block 1, HENRY M RICE is guided for public/institutional use, which is consistent with the Redevelopment Plan.

The attached Resolution 2025-209 approves the Redevelopment Plan based on the above findings. Approval of the Redevelopment Plan does not exempt the need for additional City approvals, including but not limited to preparing and approving development agreements, tax abatement agreements, and undertaking public improvements, site plan approval, and building and other development approvals related to the Redevelopment Plan.

Recommendation:

Approve Resolution 2025-209.

Attachments:

1. Resolution 2025-209

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2025-209

APPROVE A REDEVELOPMENT PLAN FOR HENRY M RICE SQUARE PURSUANT TO MINN. STAT. § 469.028

WHEREAS, the City Council (the "Council") of the City of Faribault, Minnesota (the "City") has the statutory responsibility under Minnesota Statutes, Section 469.028, to approve or deny redevelopment plans and projects associated with a Housing and Redevelopment Authority operating in or for the City; and

WHEREAS, Rice County, Minnesota (the "County") owns real property south and east of the 2nd Avenue NW and 4th Street NW intersection, legally described in Exhibit A; and

WHEREAS, the County submitted a request to the City to replat said property as HENRY M RICE SQUARE; and

WHEREAS, on August 12, 2025, the Council passed Resolution 2025-196, which approved with conditions, the preliminary and final plats of HENRY M RICE SQUARE as presented in Exhibit B; and

WHEREAS, after the County records the final plat of HENRY M RICE SQUARE, the County intends to convey Lots 1 and 2, Block 1, HENRY M RICE SQUARE to the Housing and Redevelopment Authority of Rice County (the "County HRA") for redevelopment purposes; and

WHEREAS, in turn, the County HRA intends to convey Lot 1, Block 1,

HENRY M RICE SQUARE to a developer for the purpose of constructing an office building on the lot, and it intends to convey Lot 2, Block 1, HENRY M RICE SQUARE to the City for the purpose of constructing a public parking lot on the lot (collectively the "Project Area" for the "Redevelopment Plan" as presented in Exhibit C); and

WHEREAS, pursuant to Minnesota Statutes § 469.028, the County, on behalf of the County HRA, requests Council approval of the Redevelopment Plan; and

WHEREAS, pursuant to Minn. Stat. § 469.028, subd. 1, after proper notice, the Council duly noticed a public hearing on the Redevelopment Plan for August 26, 2025.

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

Section 1. Findings. The Council hereby finds and determines the following pursuant to Minn. Stat. § 469.028. subd. 2:

- A. Necessity of financial aid. The land in the Project Area would not be made available without the financial aid to be sought. The County HRA intends to convey property associated with the Redevelopment Plan for a favorable price that supports the proposed redevelopment. The City and County also intend to support the proposed redevelopment through tax abatement, and the Faribault Economic Development Authority intends provide financial assistance as well.
- B. Maximum opportunity by private enterprise. The Redevelopment Plan in the locality will afford maximum opportunity, consistent with the needs of the locality as a whole, for redevelopment by private enterprise. Lot 1, Block 1, HENRY M RICE SQUARE will be redeveloped for a commercial office building. Lot 2, Block 1, HENRY M RICE will provide a public parking lot to support the commercial office building and other private and public uses in the vicinity.
- C. Plan conformity. The Plan conforms to the City's general plan (also known as the City's Comprehensive Plan) for the development of the locality as a whole. Lot 1, Block 1, HENRY M RICE SQUARE is guided for commercial use, and Lot 2, Block 1, HENRY M RICE is guided for public/institutional use, which is consistent with the Redevelopment Plan.

Section 2. Approval of the Redevelopment Plan. The Council hereby approves the Redevelopment Plan as generally presented in Exhibit C of this Resolution. The Council's approval of the Redevelopment Plan does not exempt the need for further approvals related to development agreements, tax abatement, site plan approval, building permits, and other pertinent approvals.

Section 3. Authorization. The Council hereby authorizes City Staff and its consultants to take all actions necessary or convenient to carry out the Redevelopment Plan, including but not limited to preparing and approving development agreements, tax abatement agreements, undertaking public improvements, site plan approval, and building and other development approvals related to the Redevelopment Plan, consistent with Minnesota Statutes Chapter 469. The Council also authorizes City Staff and its consultants to revise this Resolution as necessary or convenient to ensure its intent.

Section 4. Effective Date. This Resolution is effective upon its passage.

[SIGNATURE PAGE FOLLOWS]

Date Adopted: August 26, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A
LEGAL DESCRIPTION OF COUNTY PROPERTY BEING REPLATTED
INTO HENRY M RICE SQUARE TO ACCOMMODATE THE
REDEVELOPMENT PLAN

The North 100 feet of Lot 1 In Block 44 In the Original Town now City of Faribault, Rice County, Minnesota
(Abstract Property)

AND

The northerly 115 feet of the easterly 28 feet of Lot 2, Block 44, Original Town and the North 130 feet of the East 37 feet of Lot 3, and the North 115 feet of the West 38 feet of Lot 2 and also the North 15 feet of the West 1/2 of the South 50 feet of Lot 2, subject to the East 5 feet of the West 38 feet of the North 115 feet of Lot 2, together with the West 5 feet of the east 28 feet of the North 115 feet of Lot 2 for alley purposes, all In Block 44 of the Original Town, City of Faribault, Rice County, Minnesota
(Abstract Property)

AND

The East 52 Feet of the North 75 Feet of Lot 3; And also the West 14 feet of Lot 3; And also All of Lot 4, Except the West 1.65 Feet of the North 52.46 Feet thereof; All In Block 44, In the Original Town, now City of Faribault, Rice County, Minnesota.
(Abstract Property)

AND

All that Part of Lots 4 and 5, in Block 44, in the Original Town, now City of Faribault, Rice County, Minnesota, described as follows to-wit: Beginning at a point in the North line of said Lot 5, 43.15 feet Easterly from the Northwest Corner of said Lot 5; Thence continuing easterly along said North line of Lot 5, and the North line of said Lot 4, a distance of 24.50 feet; thence deflect to the right 90° 09' 30", 52.46 feet to a point in a line which is the Easterly prolongation of the center of a tile wall, 0.70 feet thick; thence deflect to the right 90° 10' 00", 24.50 feet to the East line of the wall of the two story brick building located on the West 44 feet of said Lot 5; thence deflect to the right 89° 50' 00", 52.36 feet, along said East line of wall of the two story brick building to the point of beginning; subject to and together with the easements, wall rights, restrictions as set forth in Warranty Deed bearing date June 7, 1963, and filed for record in the office of the county recorder on June 20, 1963 at 2 P.M. and Recorded in Book 217 of Deeds on Pages 65-66.
(Abstract Property)

AND

The North 60.3 feet of the West 44 feet of Lot 5, Block 44, In the Original Town (now City) of Faribault, Rice County, Minnesota.
(Abstract Property)

AND

Lot Five (5), In Block Forty-four (44) In the original Town (now City) of Faribault, Rice County, Minnesota, EXCEPTING THEREFROM the two (2) following described tracts of land, to-wit:

TRACT NO. 1: The North 60.3 feet of the West 44 feet of said Lot Five (5).

TRACT NO. 2: Beginning at a point in the north line of said Lot Five (5), 43.15 feet easterly from the Northwest (NW) corner of said Lot Five (5); thence continuing easterly along said north line of Lot Five (5) and the north line of said Lot Four (4) a distance of 24.50 feet; thence deflect to the right 90° 09' 30", 52.46 feet to a point in a line which is the easterly prolongation of the center of a tile wall 0.70 feet thick; thence deflect to the right 90° 10' 00", 24.50 feet to the east line of the wall of the 2 story brick building located on the West 44 feet of said Lot Five (5); thence deflect to the right 89° 50' 00", 52.36 feet, along said east line of wall of the 2 story brick building to the point of beginning.
(Abstract Property)

[Continued on the following page]

AND

Lots 6 and 7 in Block 44 in the town of Faribault in said County according to the recorded plat thereof, excepting that part of said Lot 7, described as follows viz: Commencing at the Southeast corner of said Lot 7 running thence West on the South line of said Lot 30 feet running thence North 100 feet running thence east 30 feet to the East line of said Lot running thence South on the East line aforesaid 100 feet to the place of beginning.
(Abstract Property)

AND

All that part of Lot 7 in Block 44 of the original town (now city) of Faribault, Rice County, Minnesota described as follows: Commencing at the Southeast corner of Lot 7, thence running West 50 feet; thence North 100 feet; thence East 50 feet to the East line of said Lot; thence South on said East line 100 feet to the place of beginning.
(Abstract Property)

AND

The South 75 feet of Lot 8 and all that part of Lot 9 described as follows, to wit: Beginning on the South line of said Block 44, a distance of 68 feet West of the Southeast corner thereof; thence North 50 feet; thence West 32 feet; thence North 25 feet; thence West 32 feet to the East line of Lot 8; thence South to the South line of said Block; thence East along the South line of said Block to the place of beginning; all being in Block 44 in the Original Town (now City) of Faribault, Rice County, Minnesota; subject to a Driveway Easement, over, under and across the following described property; Beginning at the Southwest corner of said Lot 8; thence running North along the West line of said Lot 8, 75 feet; thence East parallel with the South line of said Block, 98 feet; thence South parallel with the East line of said Block 16 feet; thence West parallel with the said South line of said Block 69 feet; thence South 45° West 12.7 feet; thence South parallel with the said West line of Lot 8 to the South line of said block; thence West 20 feet to the point of beginning.
(Abstract Property)

AND

All of Lot Eight (8), except the South Seventy-five (75) feet thereof, and the North Twenty-five (25) feet of the South One Hundred (100) feet of the West Thirty-two (32) feet of Lot Nine (9) in Block Forty-four (44) in the original Town (now City) of Faribault, Rice County, Minnesota, together with a driveway easement over, under and across the following described property: Beginning at the South west corner of said Lot Eight (8); thence running North along the West line of said Lot Eight (8), Seventy-five (75) feet; thence east, parallel with the South line of said Block Forty-four (44), Ninety-eight (98) feet; thence South, parallel with the East line of said Block Forty-four (44), Sixteen (16) feet; thence West, parallel with the said South line of Block Forty-four (44), Sixty-nine (69) feet; thence South 45° West, 12.73 feet; thence South, parallel with the said West line of Lot Eight (8), Fifty (50) feet to the South line of Block Forty-four (44); thence West, Twenty (20) feet to the point of beginning. - AND- The South Twenty-three (23) feet of the North Sixty-five (65) feet of the West 48.9 feet of Lot Nine (9) in said Block Forty-four (44) - AND - The West 16.9 feet of the East Thirty-four (34) feet of the North Fifty (50) feet of the South One Hundred (100) feet of Lot Nine (9) Block Forty-four (44) of the original Town (now City) of Faribault, Rice County, Minnesota.
(Abstract Property)

[Continued on the following page]

AND

The South 23 feet of Lot 10 and the South 23 feet of the East 2 feet of Lot 9, all in Block 44 in the original town (now City) of Faribault, Rice County, Minnesota. AND ALSO, Beginning at the southeast corner of Block 44, Original Town, thence North along the West line of First Avenue Northwest, a distance of 23 feet; thence East at right angles a distance of 2 feet; thence South parallel to the West line of First Avenue a distance of 23 feet; thence West to the point of beginning, being that portion of First Avenue Northwest which lies adjacent to the south 23 feet of Lot 10, Block 44 of the Original Town (now City) of Faribault, which was vacated by Resolution No. A2443 of the Council of the City of Faribault on May 24, 1955 recorded in the office of the Register of Deeds for Rice County, Minnesota, on June 9, 1955 and recorded in book Y of M.R. on pages 539-540. (Abstract Property)

AND

The North 27 feet of the South 50 feet of Lot 10, and the North 27 feet of the South 50 feet of the East 2 feet of Lot 9, all in Block 44 of the Original Town, now city, of Faribault, Rice County Minnesota; and also commencing at the Southeast corner of Block 44 original Town, thence North along the West line of First Avenue Northwest, a distance of 23 feet to the point of beginning thence North along the West line of First Avenue Northwest a distance of 27 feet; thence East at right angles a distance of 2 feet; thence South parallel to the West line of First Avenue Northwest, a distance of 27 feet; thence West to the point of beginning, being that portion of First Avenue Northwest which lies adjacent to the North 27 feet of the South 50 feet of Lot 10 in Block 44 of the Original Town, now city, of Faribault, which was vacated by Resolution No. A2443 of the Council of the City of Faribault on May 24, 1955, recorded in the Office of the Register of Deeds for Rice County, Minnesota, on June 9th, 1955 and recorded in Book Y of Misc. Records on pages 539-540. (Abstract Property)

AND

Those parts of Lots 9 and 10, Block 44, in the original Town, now City of Faribault, Rice County, Minnesota, described as follows: The north 50 feet of the south 100 feet of said Lot 10; and the north 50 feet of the south 100 feet of the east 17.1 feet of said Lot 9; together with that part of vacated First Avenue Northwest (vacated by City of Faribault Resolution Number A2443, dated May 24, 1955 and filed for record in the Office of the County Recorder, Rice County, Minnesota, on June 9, 1955 and recorded in Book Y of misc. records on pages 539 and 540 lying southerly from a prolongation easterly of the north line of the above described parcel and lying northerly of a prolongation easterly of the south line of the above described parcel. (Abstract Property)

[Continued on the following page]

The South 23 feet of the North 65 feet of Lot 9 and 10 in Block 44 in the Original Town (now City) of Faribault, Rice County, Minnesota, excepting therefrom the South 23 feet of the West 48.90 feet of the North 65 feet of said Lot 9; subject, however, to a certain party wall agreement dated May 14, 1913 and filed for Record May 15th, 1913 and recorded in Book 73 of Mortgages on pages 4041 of record in the office of the Register of Deeds in and for Rice County, Minnesota.
(Abstract Property)

AND

The North 42 feet of Lot Ten (10) and the North 42 feet of the East 17.10 feet of Lot Nince (9) of Block Fourty-Fourt (44) of the Original Town (now City) of Faribault, Rice County, Minnesota
(Torrens Property)

AND

The North 42 feet of Lots 9 & 10, in Block 44, Original Town of Faribault, Rice County, Minnesota. Except the North 42 feet of Lot 10 and the North 42 feet of the East 17.10 feet of Lot 9 of said Block 44.
(Torrens Property)

AND

The South 35.00 feet of the West One-half of Lot 2 and the South 35.00 feet of the East 37.00 feet of Lot 3 and the West 14.60 feet of the East 51.60 feet of said Lot 3 except the North 75.00 feet thereof, all being in Block 44, of the Original Town, (now City) of Faribault, Rice County, Minnesota.
(Abstract Property)

AND

All of Lot 1, except the North 100 feet thereof; and the East One-half (E1/2) of the South 50 feet of Lot 2; all in Block 44, in the Original Town, now City, of Faribault, Rice County, Minnesota; together with an easement for Ingress and egress in, over and upon the Southerly 10 feet of the Northerly 100 feet of the Easterly 52 Feet of Lot 1, and the Southerly 8 feet of the Northerly 100 Feet of the Westerly 13.94 Feet of Lot 1, and the Southerly 23 Feet of the Northerly 115 Feet of the Easterly 33 Feet of Lot 2: in Block 44, all in the Original Town (now City) of Faribault, Rice County, Minnesota.
(Abstract Property)

EXHIBIT B FINAL PLAT OF HENRY M RICE SQUARE

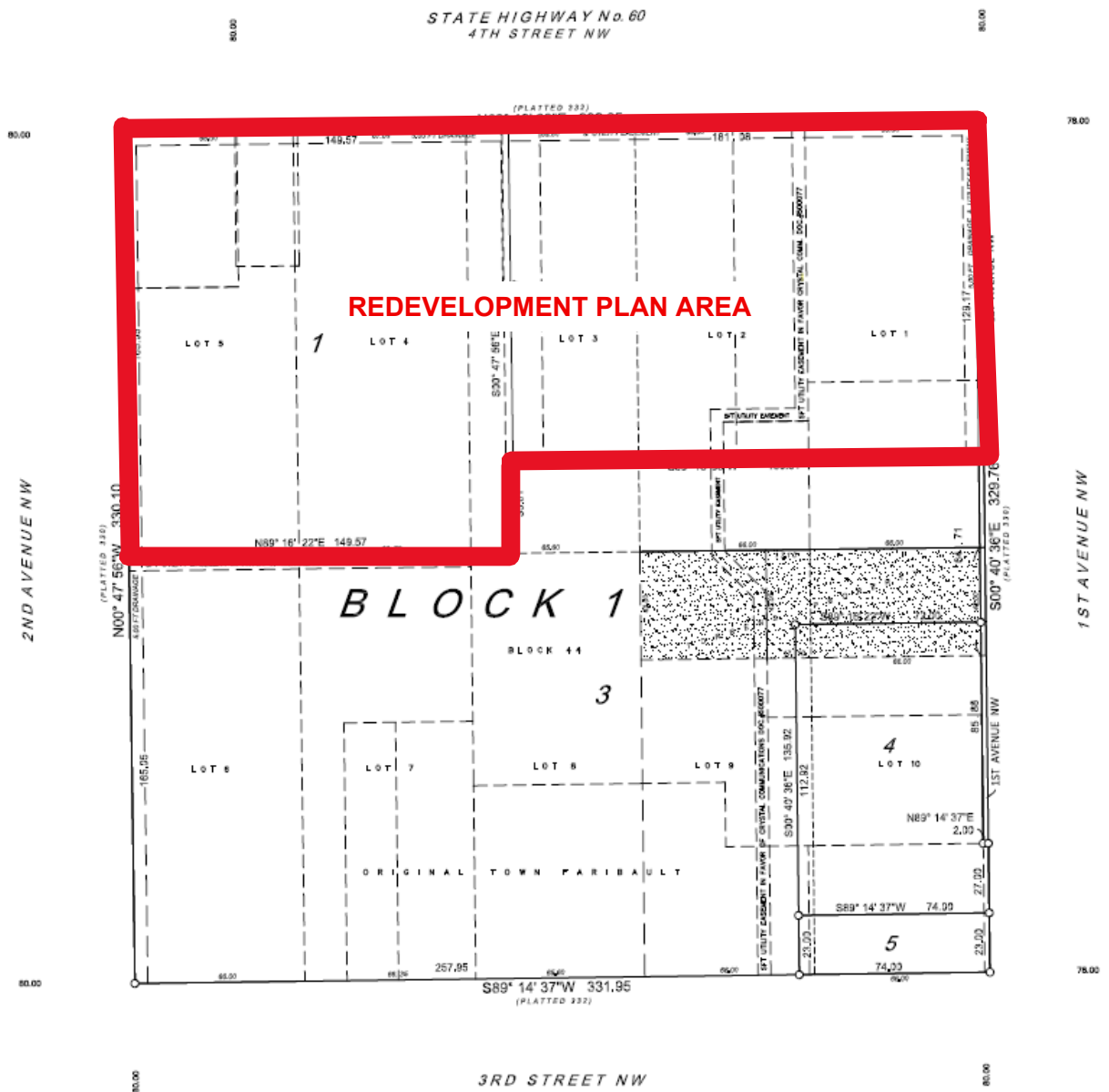
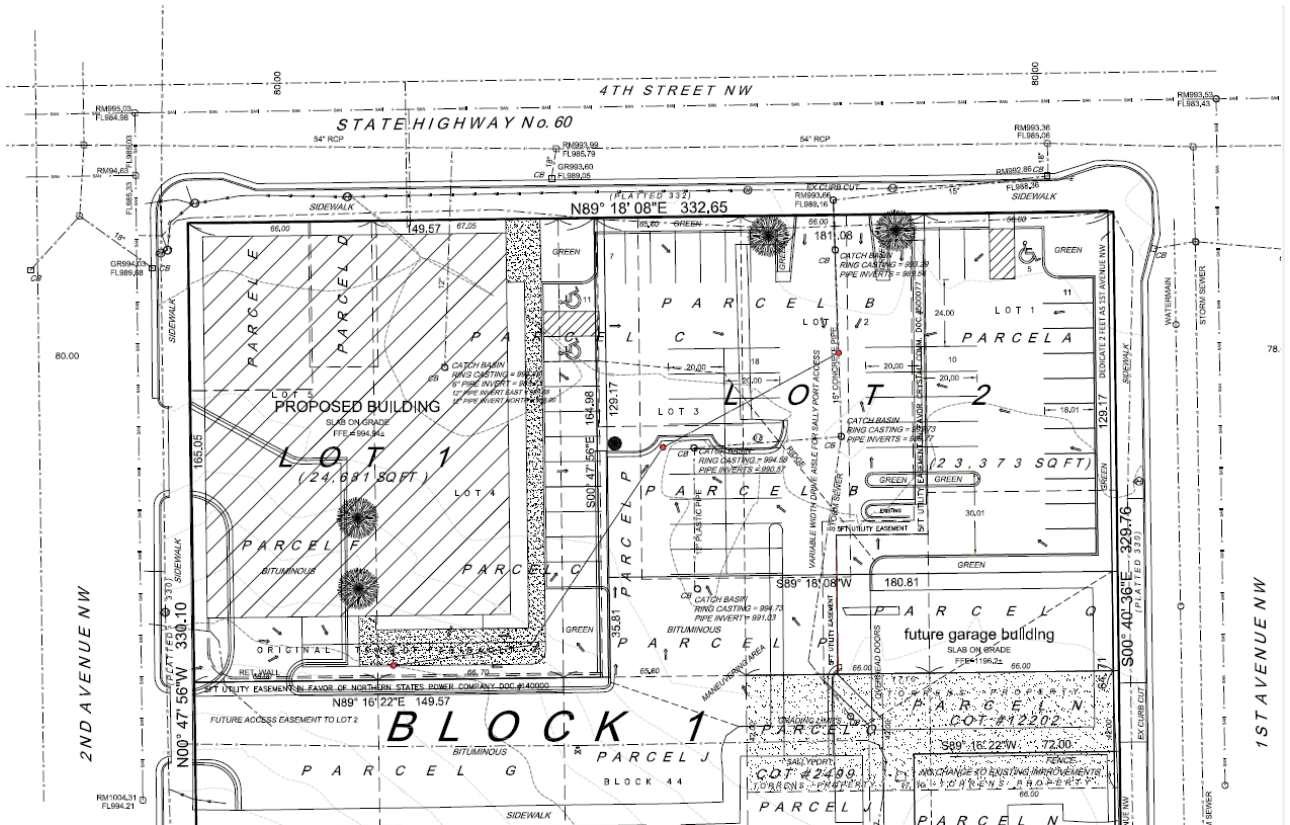


EXHIBIT C REDEVELOPMENT PLAN





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: August 26, 2025
SUBJECT: Hofmeister/South of Frederiksen Dr -
Comprehensive Plan Amendment; Zoning Map
Amendment; Preliminary Plat; Final Plat

Background:

At the August 12, 2025 City Council meeting, the Hofmeister Fourth Addition comprehensive plan amendment, preliminary plat, and final plat were approved along with the first reading of the zoning map amendment. For this agenda item, a second reading of the ordinance is required for approval. In addition to the ordinance, staff proposes a developer's agreement to be approved by resolution. The developer's agreement is associated with the final plat. Details on this item may be found in the associated agenda sub-item.

Recommendation:

Approve the associated ordinance and resolutions to this agenda item.

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: August 26, 2025
SUBJECT: Ordinance 2025-9 Approve Rezoning Property on the Southside of Frederiksen Dr to R-3 (Second Reading)

Background:

At the previous City Council meeting on August 12, 2025, City Council approved the first reading of Ordinance 2025-9. Staff did not make any substantial changes to the Ordinance.

Recommendation:

Approve the second reading of Ordinance 2025-9

Attachments:

1. Ordinance 2025-9 Approve Rezoning Property on the Southside of Frederiksen Dr to R-3

**CITY OF FARIBAULT
ORDINANCE No. 2025-9**

**APPROVE REZONING CERTAIN PROPERTY ON THE SOUTH SIDE OF
FREDERIKSEN DR TO R-3, MEDIUM DENSITY RESIDENTIAL**

WHEREAS, Steve Underdahl (Applicant) on behalf of Ann Hofmeister (Owner) requests that the City Council rezone property on the southside of Frederiksen Dr between Airport Dr and Hanson Ct from C-2, Highway Commercial to R-3, Medium Density Residential; and

WHEREAS, the property 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 2025-193 on August 12, 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 August 4, 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 2025-193, the Land Use Plan guides the subject property for commercial/residential mixed use, which is consistent with the proposed 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 C-2 and has been zoned as such for a long time. Allowing part of the property to shift into residential and retaining C-2 in the center and eastern parts of the property is a reasonable request. Future commercial uses will contribute to city amenities and tax base while R-3 will make appropriate use of the remaining property and act as a buffer between the residential neighborhood and future commercial.

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 property is zoned C-2 and it immediately abuts existing residential zoned R-3. Rezoning part of the property to R-3 immediately adjacent to the R-3 is appropriate and compatible. Development standards will ensure commercial development is compatible with future and existing residential development. Additional R-3 in this area is not expected to conflict with or be detrimental to C-2 properties.

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

Finding: The existing underused parcels included in this rezoning proposal are not the highest and best use of the land. The property owner can utilize part of the property for residential property to fill a short term need while the remaining part of the property zoned C-2 will facilitate any commercial needs in the area.

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 current property owner has evaluated their needs and the neighborhood's land uses and determined that additional residential land is appropriate and needed at this time. Some C-2 is retained to help facilitate future commercial needs. Therefore, rezoning the subject properties to R-3, Medium Density Residential is appropriate.

WHEREAS, the City Council held a public meeting on August 12, 2025, to consider approval of the first reading of Ordinance 2025-9; and

WHEREAS, the City Council also held a public meeting on August 26, 2025 to consider approval of the second reading of Ordinance 2025-9; 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 described and graphically depicted in Exhibit A to R-3, Medium Density Residential. 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 R-3, Medium Density Residential 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:	August 4, 2025
First Reading:	August 12, 2025
Second Reading:	August 26, 2025
Publication Date:	September 2, 2025

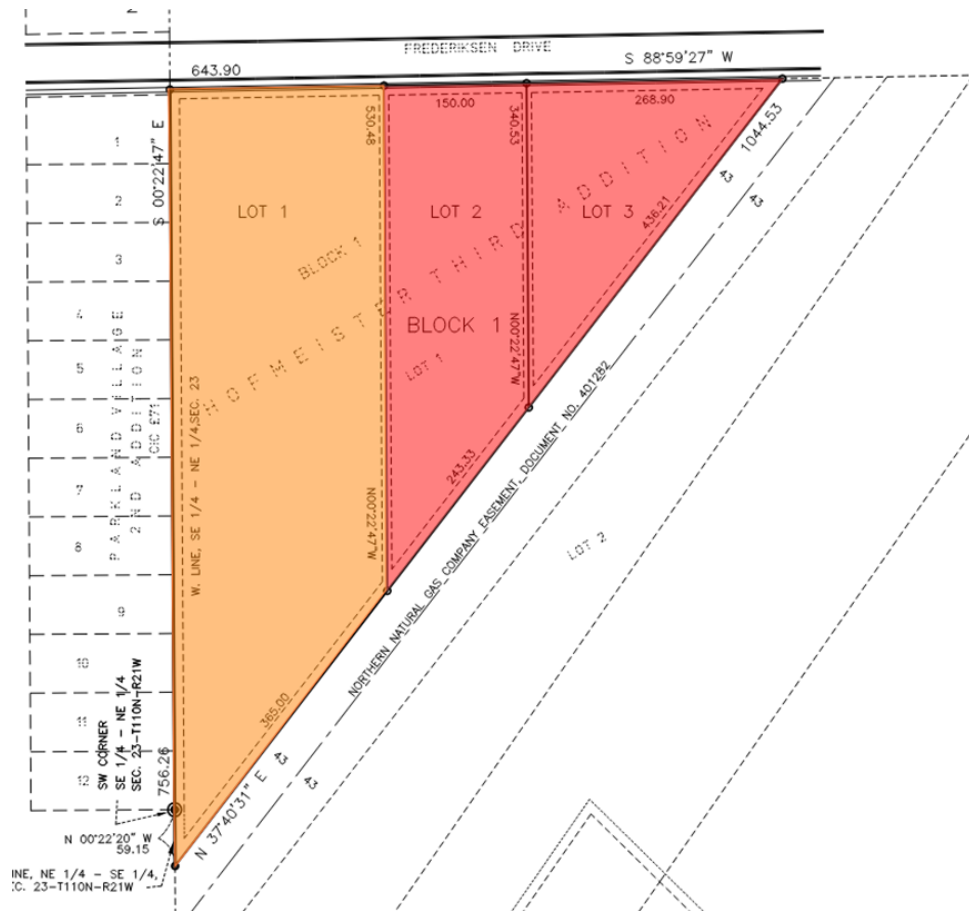
Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A: Depiction of Subject Property to be Rezoned



Area Covered in Orange = Rezone to R-3, Medium Density Residential
Area Covered in Red = Remain C-2, Highway Commercial



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: August 26, 2025
SUBJECT: Approve Summary Publication of Ordinance 2025-9

Background:

Ordinance 2025-9 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 2025-9.

Recommendation:

Approve the summary publication for Ordinance 2025-9

Attachments:

1. Ordinance 2025-9 Summary Publication

Summary Publication

CITY OF FARIBAULT ORDINANCE No. 2025-9

APPROVE REZONING CERTAIN PROPERTY ON THE SOUTH SIDE OF FREDERIKSEN DR TO R-3, MEDIUM DENSITY RESIDENTIAL

On August 26, 2025, the Faribault City Council adopted Ordinance 2025-9 approving a zoning map amendment to change the zoning of property on the south side of Frederiksen Dr. 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: August 12, 2025
Second Reading: August 26, 2025
Publication: September 2, 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: August 26, 2025
SUBJECT: Resolution 2025-206 Approve a Development Agreement for Hofmeister Fourth Addition

Background:

At the August 12, 2025, meeting, City Council approved the preliminary and final plats of Hofmeister Fourth Addition. A developer's platting agreement is needed to support the new lots, coordinate redevelopment, and protect utility and access for each resulting parcel. The attached agreement is substantially complete, but requires some cleanup and refinements. Resolution 2025-206 authorizes staff to refine the agreement as necessary or convenient without bringing the final agreement back to the Council for approval.

Recommendation:

Approve Resolution 2025-206.

Attachments:

1. Resolution 2025-206 Authorize Execution of Hofmeister 4th Addition Development Agreement

CITY OF FARIBAULT

RESOLUTION #2025-206

AUTHORIZE EXECUTION OF HOFMEISTER FOURTH ADDITION DEVELOPMENT AGREEMENT

WHEREAS, the Faribault City Council, on August 12, 2025, approved Resolution 2025-194: Approve the Preliminary and Final Plats for HOFMEISTER FOURTH ADDITION; and

WHEREAS, as a condition of approval of said final plat, Resolution 2025-194 requires that the City of Faribault (the "City") and Ann M Hofmeister, Trustee of The Ann M. Hofmeister Living Trust (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: August 26, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A

DEVELOPERS AGREEMENT

(insert Developer's Agreement after this page)

HOFMEISTER 4th 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 Ann M Hofmeister, Trustee of The Ann M. Hofmeister Living Trust (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 HOFMEISTER 4TH ADDITION (the "**Plat**"), approved by the City Council in Resolution No. 2025-194 (the "**Authorizing Resolution**") on August 12, 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 individual.
- B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the 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. Improvements to be installed that are identified to be dedicated and accepted by the City, in the City's sole discretion upon satisfactory completion, are included as part of the Public Improvements. The Public Improvements are being constructed on the Property and abutting public rights-of-way as part of the proposed subdivision, platted and developed in accordance with the preliminary and final Plat, approved under the Authorizing Resolution. Improvements are to be installed by the Developer at the Developer's sole cost responsibility and include an extension of public sanitary sewer main and related appurtenances. Any other improvements contemplated to be constructed by the Developer, or future property owners, on the Property will be deemed private improvements and are not covered by this Agreement, and construction of any such improvements shall be done in accordance with any and all applicable codes and regulations, and subject to appropriate review and permitting.

3.02. Design and Construction Engineering Services. The Developer agrees to pay the City for Engineering Services per Option 1 as outlined below. The fees for the various options will be based on the construction costs as determined by competitive bids let by the City.

Table A – City Engineer Service Fees

Project Amount	Option 1	Option 2	Option 3
	15 %	9 %	5 %

Option 1 – In this case, the Developers are required to submit the required information for the platting process and the City Engineer will complete design, let the project and oversee the construction of the public utility and street improvements as well as perform the construction staking on the project based on subdivision monumentation provided by the Developers. The City Engineering services also include preparation of the subdivision agreement, general project administration, and attendance at all meetings, coordination of the development project through the City process including the review of the preliminary plat submittal, the final plat and preparation of the assessment role. Also included in the City Engineering services is project coordination with City, County and State Agencies as well as the application and payment for all local, state and federal permits required for the installation of City Utilities and Streets. Under Option 1 the City will produce as-built drawings (including ties to all service locations).

Option 2 – Same as Option 1 however, the Developers hire a private consulting engineering firm (consultant) to complete the final design engineering, plans and specifications. All consulting engineering firms are subject to approval by the City Engineer. The Developers have retained a Private Consultant to prepare the Plans and Specifications.

Option 3 – Same as Option 2, except that the Developers also retain the private consulting engineering firm to oversee the construction of the public utility and street improvements as well as perform the construction staking as well as to produce as-built drawings (including ties to all service locations) using reproducible originals and computer drawing files (compatible with the City's software).

1. Construction Staking - The Consulting Engineer shall be responsible for all staking services for grading, sanitary sewer, watermain, storm sewer, lot services, sidewalks, trails, and all roadway improvements, including curb elevations and centerline "blue-topping" for tolerancing subgrade and Class 5 aggregate base.

2. Construction Inspection and Testing – The construction contract work shall include requirements for all contractors to perform testing that is identified as contractor responsibility under the governing specifications (latest editions of MnDOT Standard Specifications for Construction and CEAM Standard Specifications, and the project Special Provisions) and provide copies of all test results to the City. Access, coordination, and assistance with City personnel for other testing work being done by City shall also be included as part of the construction contract work.

3. Televising of Sanitary Sewers - The construction contract work shall include the televising of all sanitary sewers installed as part of the Public Improvements and a copy of said recording (on DVD) shall be provided to the City.

4. As-Built/Record Drawings – At the completion of construction, a full set of as-built drawings for the Site Grading and the Public Improvements (including ties to all service locations) using reproducible originals and computer drawing files (compatible with the City's software) shall be provided to the City.

All inspection and testing services that are the responsibility of the Developer shall be performed by competent personnel, currently certified by the Minnesota Department of Transportation in the areas of construction being performed as part of the Project, or having other certification of training acceptable to the City.

3.03. Site Improvements. The Developer must obtain all necessary approvals and permits from the City of Faribault and all other applicable jurisdictions before constructing any improvements on the Property.

- 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 grading permits, work in the right-of-way permits and building permits.
- B. The Developer has indicated they are going to place a deed restriction on all lots in the proposed subdivision to limit the cumulative developable impervious land coverage to less than one (1) acre. A copy of said deed restriction with proof of recording at Rice County shall be provided to the City prior to any building permits being issued. Any common plan for development across the proposed plat that creates one (1) acre more of cumulative impervious surface shall be subject to the water quality treatment requirements of the Minnesota Pollution Control Agency's Construction Storm Water Permit, the City's Municipal Separate Stormwater Permit and the City's Developer's Guide for Stormwater Management in regards to permanent stormwater management in effect at the time of development. Developer shall comply with all other requirements of City's Developer's Guide for Stormwater Management and applicable City Codes.
- 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.

- F. The Developer shall enter into a public sidewalk easement agreement (Exhibit G) with the City that shall cover the encroached sidewalk on the Property.

Article Four Additional Provisions

4.01. Platting Requirements. The Developer shall plat the Property consistent with the preliminary and final plat of HOFMEISTER 4th ADDITION approved by the City Council in Resolution No. 2025-194, dated August 12, 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 HOFMEISTER 4th ADDITION and shall cause the final plat of HOFMEISTER 4th 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 HOFMEISTER 4th 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: Ann M Hofmeister, Trustee of The Ann M. Hofmeister Living Trust

XXX

Faribault, MN XXXXX

(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, 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 in the previous HOFMEISTER 3rd ADDITION. 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. 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.

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

4.20. 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.

4.21. 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.

4.22. 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.

4.23. 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.

4.24. 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.

4.25. 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**.

4.26. 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.

4.27. 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.

4.28. 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.

4.29. 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

Ann M Hofmeister, Trustee of The Ann M.
Hofmeister Living Trust

Ann M. Hofmeister

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Ann M. Hofmeister.

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, HOFMEISTER THIRD ADDITION

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)

EXHIBIT D OF THE DEVELOPER'S PLATTING AGREEMENT

CERTIFICATE OF COMPLETION

The undersigned hereby certifies that [update with developer details] (the "Developer"), has fully complied with its obligations under the Developer's Platting 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

[illegible]

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

EXHIBIT E

CERTIFICATION 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 F

(Insert Approved Civil Engineering Plan)

EXIBIT G

(Insert Declaration of Easement Agreement)



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: August 26, 2025
SUBJECT: Rice County/128 3rd St NW - Comprehensive Plan
Amendment; Zoning Map Amendment;
Preliminary Plat; Final Plat

Background:

At the August 12, 2025 City Council meeting, the Henry M Rice Square comprehensive plan amendment, preliminary plat, and final plat were approved along with the first reading of the zoning map amendment. For this agenda item, a second reading of the ordinance is required for approval. In addition to the ordinance, staff proposes a developer's agreement to be approved by resolution. The developer's agreement is associated with the final plat. Details on this item may be found in the associated agenda sub-item.

Recommendation:

Approve the associated ordinance and resolutions to this agenda item.

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: August 26, 2025
SUBJECT: Ordinance 2025-10 Approve Rezoning Property at
the Corner of 4th St NW and 2nd Ave NW to CBD
(Second Reading)

Background:

At the previous City Council meeting on August 12, 2025, City Council approved the first reading of Ordinance 2025-10. Staff did not make any substantial changes to the Ordinance.

Recommendation:

Approve the second reading of Ordinance 2025-10

Attachments:

1. Ordinance 2025-10 Approve Rezoning Property at the Corner of 4th St NW and 2nd Ave NW to CBD

**CITY OF FARIBAULT
ORDINANCE No. 2025-10**

**APPROVE REZONING CERTAIN PROPERTIES AT THE CORNER OF 4TH ST NW
AND 2ND AVE NW TO CBD, CENTRAL BUSINESS DISTRICT**

WHEREAS, Sara Folsted (Applicant) on behalf of Rice County (Owner) request that the City Council rezone property in the SE corner of 4th St NW and 2nd Ave NW; 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 2025-195 on August 12, 2025, which amended the City's comprehensive plan to guide the subject property for downtown; 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 July 21, 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 2025-195, the Land Use Plan guides the subject properties for downtown, which is consistent with the

proposed zoning used on downtown properties known as CBD, Central Business District.

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 institutional and not intended to remain owned by a government or institutional organization. Allowing the subject area to be a downtown commercial zoning district will allow for business investment in the downtown area. Commercial uses will contribute to city amenities and tax base. Rezoning the property to a commercial zone will facilitate the investment needed to make appropriate use of the property.

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 property is zoned P-I for an institutional use, which the current owner will not utilize. Rezoning the property to CBD makes sense as the surrounding properties include existing institutional, commercial, and office uses. The rezoning area borders a major route (Highway 60) through the city. The mix of uses nearby and the opportunity to provide more spaces for new businesses in the downtown area 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 underused parcels included in this rezoning proposal are not the highest and best use of the land. The future use for this property in the downtown area is better served by commercial development.

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 current property owner bought all the land on the same block, removed some of the existing buildings, and is reconfiguring space for commercial development and existing Rice County uses on the southern part of the block. Retaining the Rice County uses and adding commercial land will strengthen this area of downtown and reconnect it with nearby properties. Therefore, rezoning the subject properties to C-2, Highway Commercial is appropriate.

WHEREAS, the City Council held a public meeting on August 12, 2025, to consider approval of the first reading of Ordinance 2025-10; and

WHEREAS, the City Council also held a public meeting on August 26, 2025 to consider approval of the second reading of Ordinance 2025-10; 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 described and graphically depicted in Exhibit A to CBD, Central Business District. 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:	August 4, 2025
First Reading:	August 12, 2025
Second Reading:	August 26, 2025
Publication Date:	September 2, 2025

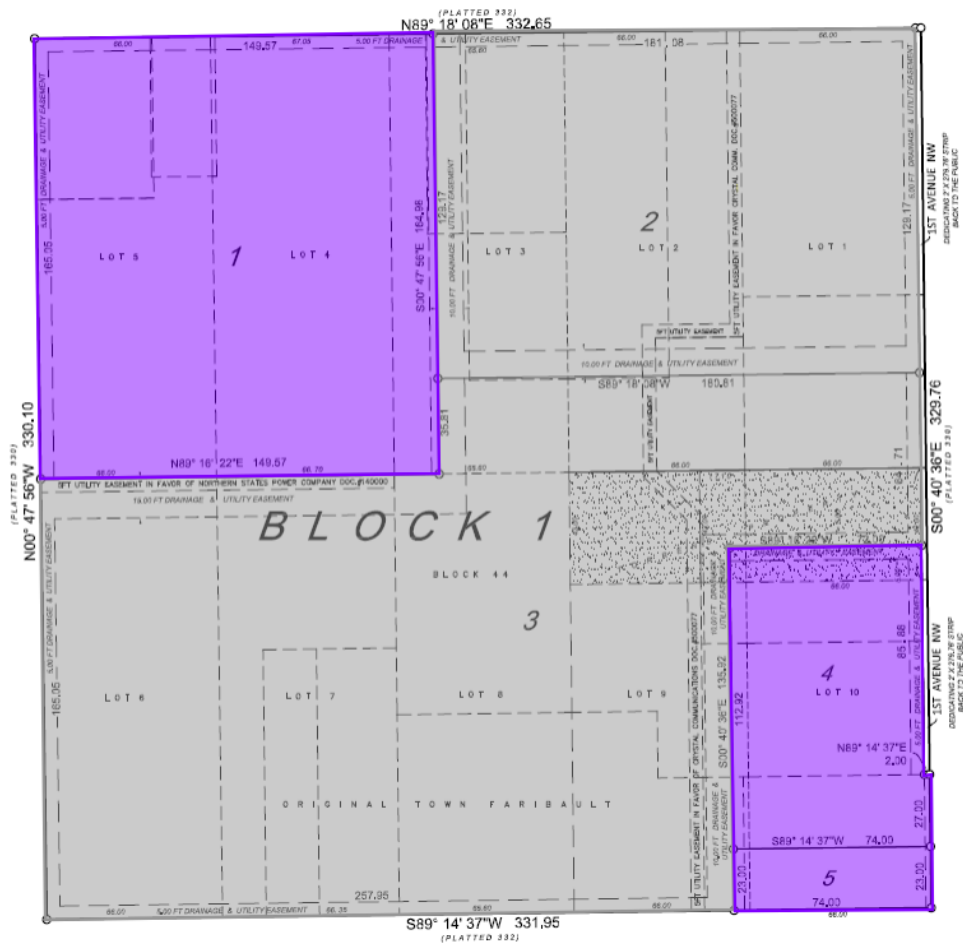
Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A:
Depiction of Subject Property to be Rezoned
To CBD, Central Business District



Area Overlaid with Purple = Rezoned from P-I to CBD
Area Overlaid with Grey = Remain P-I



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, Planning Manager
MEETING DATE: August 26, 2025
SUBJECT: Approve Summary Publication of Ordinance 2025-10

Background:

Ordinance 2025-10 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 2025-10.

Recommendation:

Approve the attached summary publication.

Attachments:

1. Ordinance 2025-10 Summary Publication

Summary Publication

CITY OF FARIBAULT ORDINANCE No. 2025-10

APPROVE REZONING CERTAIN PROPERTIES AT THE CORNER OF 4TH ST NW AND 2ND AVE NW To CBD, CENTRAL BUSINESS DISTRICT

On August 26, 2025, the Faribault City Council adopted Ordinance 2025-10 approving a zoning map amendment to change the zoning of properties between 4th St NW, 3rd St NW, 2nd Ave NW, and 1st Ave 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: August 12, 2025
Second Reading: August 26, 2025
Publication: September 2, 2025



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, CED Director
MEETING DATE: August 26, 2025
SUBJECT: Resolution 2025-204 Approve a Development Agreement for Henry M Rice Square

Background:

At its August 12, 2025, meeting, the City Council approved the preliminary and final plats of HENRY M RICE SQUARE. The draft Development Agreement attached to Resolution 2025-204 supports the creation of the new lots, coordinates redevelopment, and protects utility and access to each resulting parcel. The resolution authorizes City Staff to refine the draft Development Agreement as necessary or convenient.

Recommendation:

Approve Resolution 2025-204.

Attachments:

1. Resolution 2025-204

CITY OF FARIBAULT

RESOLUTION #2025-204

APPROVE A DEVELOPMENT AGREEMENT FOR HENRY M RICE SQUARE

WHEREAS, the Faribault City Council, on August 12, 2025, approved Resolution 2025-196: Approve the Preliminary and Final Plats for HENRY M RICE SQUARE; and

WHEREAS, as a condition of approval of said final plat, Resolution 2025-196 requires that the City of Faribault (the "City") and Rice County (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 as needed or convenient to finalize the Agreement and its exhibits.

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

Date Adopted: August 26, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A
DEVELOPERS AGREEMENT

[Development Agreement to start on the following page]

HENRY M RICE SQUARE DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") dated _____, 2025, by and between the City of Faribault, a Minnesota municipal corporation, (the "City"), and Rice County, a political subdivision, AKA County of Rice, a public corporation, under the laws of the State of Minnesota (the "Developer"), together with the City (the "Parties") or each a ("Party").

RECITALS

- A. The Developer is the fee owner of certain real property in the City of Faribault, Rice County, Minnesota (the "Property"), legally described in Exhibit A.
- B. The Faribault City Council approved, with conditions, the preliminary plat and final plat (the "Plat") of the Property in Resolution 2025-196 on August 12, 2025 (attached as Exhibit B). Said resolution (the "Authorizing Resolution") is incorporated by reference to this Agreement as if fully set forth herein. This Agreement is subject to the conditions and requirements of the Authorizing Resolution, the Faribault City Code, state statutes, and the City Attorney's plat opinion.
- C. The Plat subdivides the Property as Lots 1-5, Block 1, HENRY M RICE SQUARE, as follows:
 - 1. Lot 1: The Developer intends to convey Lot 1 to the Housing and Redevelopment Authority of Rice County (the "County HRA") for redevelopment purposes. In turn, the County HRA intends to

convey Lot 1 to another developer for the construction of a private office building.

2. Lot 2: The Developer intends to convey Lot 2 to the County HRA for redevelopment purposes. In turn, the County HRA intends to convey Lot 2 to the City for the construction of a public parking lot.
 3. The Developer intends to maintain ownership of Lots 3, 4, and 5 for existing or future public and institutional use.
- D. The City Council approved Resolution 2025-209 on August 26, 2025, which approved a Redevelopment Plan for Lots 1 and 2 of the Plat, as described in the above recitals. The Redevelopment Plan and limited development on Lot 3 of the Plat are collectively referred to as the "Project" in this Agreement.

TERMS OF THE AGREEMENT

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

ARTICLE ONE GENERAL PROVISIONS

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

ARTICLE TWO REPRESENTATIONS AND WARRANTIES

- 2.01. City Representations and Warranties.** The City makes the following representations related to its obligations in this Agreement:
- A. The City is a municipal corporation under the laws of the State 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 political subdivision, AKA County of Rice, a public corporation, under the laws of the State 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, the Project, and its Improvements. The Developer is unaware of any pending or threatened claim of any such violation. Including the above, the Developer expressly acknowledges and agrees that it has and must at all times comply with every provision of the City's subdivision, zoning, and other related municipal code regulations.
- E. There is no suit, action, arbitration, legal or administrative proceeding, or other proceeding or governmental investigation pending or threatened against or affecting the Developer or the Property. The Developer is not in default for any order, writ, injunction, or decree of any federal, state, local or foreign court, department, agency, or instrumentality.
- F. The Developer must not make any untrue or misleading statement of material fact or omit any material fact to this Agreement or any written document that the Developer, or

anyone on behalf of the Developer, will furnish.

- G. The Developer has sufficient funds or has obtained a commitment to finance the construction of any work that the Developer may undertake in conjunction with the Plat, the Project, and its Improvements.

ARTICLE THREE CONSTRUCTION IMPROVEMENTS

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

ARTICLE FOUR ADDITIONAL PROVISIONS

- 4.01. Platting Requirements.** The Developer must plat the Property consistent with the final Plat of HENRY M RICE SQUARE approved by the City Council in Resolution No. 2025-196 on August 12, 2025, attached as Exhibit B. Platting requirements include, but are not limited to, the following:
 - A. General Requirements. The Developer must satisfy, complete, and abide by all requirements in the Authorizing Resolution outlined in Exhibit B and elsewhere in this Agreement. The Developer must address all plat, engineering, and other items and opinions as may be directed by the City Attorney, City Engineer, or others with City review and approval authority.
 - B. Title Work/Consent/Attorney Review. Before recording the Plat with Rice County, the Developer must provide the City with an updated and certified Abstract of Title and/or Registered Property Abstract per Minnesota Statutes 505.03. Alternatively, the Developer must provide a Commitment for a Title Insurance

Policy for the Property naming the City as the proposed insured and with \$100,000.00 coverage. If the Developer does not record the Plat in the year 2025, the Developer must adjust the policy coverage per the formula approved by the City for the year the Plat is recorded with Rice County.

The above-referenced title work must identify all entities with a legal interest in the Property, including but not limited to any entity with mortgage interest, easement interest, or related interest. Before recording the Plat with Rice County, the Developer must provide the City with signed consent from all entities with a legal interest in the Property, including but not limited to any entity with mortgage interest. The City Council's approval of the Plat contemplated by the Authorizing Resolution and this Agreement is subject to the Developer's compliance with this provision.

The evidence of title, which determines which entities must execute the Plat and other documents to be recorded against the property, is subject to the review and approval of the City Attorney and the issuance of the City Attorney's plat opinion attached and incorporated into this Agreement as Exhibit C. If the Developer provides the City with a Commitment for a Title Insurance Policy, the Developer must cause a Title Insurance Policy to be issued consistent with the Commitment for a Title Insurance Policy. The policy must be to the satisfaction of the City Attorney, and the policy must be effective on the date on which the Plat is recorded. The City will not issue any permits or certificates of occupancy until the Developer provides the City with the following:

1. The required Title Insurance Policy;
 2. Evidence that all documents have been recorded per this Agreement; and
 3. All conditions for the release of the Plat have been met to the satisfaction of the City Attorney.
- C. Plat Revisions. The Parties to this Agreement acknowledge that revisions or corrections to the Plat may need to occur. The

Developer agrees to undertake, assist with, and resolve such revisions or corrections as directed by the City. The Parties agree to cooperate regarding any reasonable requests to revise or correct any errors in the Plat and provide all additional documentation deemed necessary by either Party to effectuate such revisions or corrections to the Plat. The Developer is responsible for all application fees, development, and construction costs associated with such revisions.

- D. No Parkland Dedication Required. As per the findings of Resolution 2025-196 (see Exhibit B), approved by the Faribault City Council on August 26, 2025, no parkland dedication nor cash in lieu of parkland dedication is required for the plat.
- E. First Avenue NW Right-of-Way Dedication. The Developer expressly acknowledges and agrees that a roughly 2-foot by 279.76-foot strip of County property immediately west of the First Avenue NW right-of-way shall be dedicated to the First Avenue NW right-of-way as described in the Plat. The dedicated right-of-way shall inure to the City upon the Developer's compliance with this Agreement and approval and recording of the final plat as set forth in the City's subdivision regulations.
- F. Stormwater Management Facilities. The City owns and maintains a regional stormwater facility that serves the Property and other contributing areas. The regional stormwater facility is adequate to meet the stormwater treatment requirements for the redevelopment of the Property by the Developer. In coordination with the City Engineer, the Developer is responsible for ensuring appropriate drainage and connection to the City's stormwater system.
- G. Property Monumentation. The Developer must complete the following tasks:
 - 1. Furnish and install temporary property monumentation by, or under the direction of, a registered land surveyor before and during the construction of the Public Improvements as needed to ensure proper layout of

the development.

2. 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.
 3. 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
 4. Mark all monuments with a steel or fiberglass post (as feasible) to allow an authorized agent of the City to verify the installation of the property monuments.
- H. Copies of the Plat. The Developer must provide the City Engineer with a reproducible signed Mylar copy and an electronic file of the Plat, in a format suitable to the City Engineer, after all signatures have been obtained.
- I. Deadline to Record Plat. The Developer must record the Plat with the Rice County Recorder's Office within twelve (12) months following City Council approval. The Developer's failure to record the Plat within the required deadline will automatically make the Plat null and void unless the City Council extends the deadline to record the Plat.

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

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

equipment, construction materials, or other items associated with the Project. To the extent possible, parking, storage, and staging must occur on the Property. The Developer must submit a plan to the City Engineer that adequately depicts and defines contractor parking and all construction staging areas. The Developer must delineate all construction staging areas with appropriate construction fencing.

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

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

- D. Survivability of Payment of the City's Costs. This Section survives termination of this Agreement and binds the Developer, regardless of the enforceability of other provisions of this Agreement.

4.04. Building Permits and Occupancy Permits. City approval of the Plat does not include City approval of a building permit. The Developer or another party applying for a building permit is responsible for paying the required fees associated with a building permit and other deferred fees specified in this Agreement. The City will not issue a building permit for any construction associated with the Plat until the following has occurred to the satisfaction of the City:

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

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

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

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

4.07. Miscellaneous Provisions.

- A. Complete Understandings between the Parties. This Agreement and its recitals and exhibits constitute the complete and exclusive statement of all mutual understandings between the Parties to this Agreement. This Agreement supersedes all prior or contemporaneous proposals, communications, and understandings, whether oral or written, on the subject matter.
- B. Amendment. Any amendment to this Agreement must be in writing and signed by both Parties.
- C. Assignment. The Developer intends to convey Lots 1 and 2 of the Plat to the County HRA, which in turn intends to convey Lot 1 to another developer for the construction of a private office building and Lot 2 to the City for the construction of a public parking lot. The Developer must not assign any of its obligations under this Agreement without the prior written consent of the City.
- D. Agreement to Run with the Land. The Developer must record

this Agreement among the land records of Rice County, Minnesota. This Agreement runs with the Property and binds the Developer and its assigns or successors in interest. Notwithstanding the preceding, no conveyance of the Property or any part of the Property relieves the Developer of its liability for the full performance of this Agreement unless the City releases the Developer in writing.

- E. Access Easement to Lot 2 of the Plat. The Developer expressly acknowledges and agrees to allow public access over Lot 3 of the Plat to access Lot 2 of the Plat as generally shown on the preliminary plat approved by the City Council. The Developer agrees to enter into an Access Easement with the City in the form included in Exhibit X.
- F. Shared Parking, Access, and Maintenance Agreement between Lots 1 and 2 of the Plat. The Developer and its successor or assign of Lot 1 of the Plat agrees to enter into a Shared Parking, Access, and Maintenance Agreement with the City regarding the proposed public parking lot on Lot 2 of the Plat. The Agreement shall be to the satisfaction of the City Attorney.
- G. Compliance with Laws and Regulations. The Developer represents to the City that the Project and 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, the Plat, 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 must cease work until there is compliance.
- H. No Third-Party Recourse. Third parties will have no recourse against the City under this Agreement.
- I. 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.

- J. 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.
- K. 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.
- L. Enforcement of this Agreement. No failure by any Party to enforce the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any consequent right or remedy to a breach of this Agreement, constitutes a waiver of any such breach of any other covenant, agreement, term, or condition. No such failure implies that any Party may again waive such covenant, agreement, term, or condition.

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

- O. Counterparts. The Parties to this Agreement may execute in any counterparts, each of which will constitute the same instrument.
- P. 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.
- Q. 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.
- R. 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.
- S. Additional Requirements. The Developer must 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 must 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.
- T. 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.

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

- A. As to the Developer: Rice County
Attn: Sara Folsted
320 3rd St NW
Faribault, MN 55021
- B. As to the City: City of Faribault
Attn: City Administrator
208 NW First Avenue
Faribault, MN 55021-5105

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

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

The remainder of this page is left intentionally blank.

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

By: _____

By: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____ and _____, respectively, of Rice County, on behalf of the Developer..

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

The North 100 feet of Lot 1 In Block 44 In the Original Town now City of Faribault, Rice County, Minnesota
(Abstract Property)

AND

The northerly 115 feet of the easterly 28 feet of Lot 2, Block 44, Original Town and the North 130 feet of the East 37 feet of Lot 3, and the North 115 feet of the West 38 feet of Lot 2 and also the North 15 feet of the West 1/2 of the South 50 feet of Lot 2, subject to the East 5 feet of the West 38 feet of the North 115 feet of Lot 2, together with the West 5 feet of the east 28 feet of the North 115 feet of Lot 2 for alley purposes, all In Block 44 of the Original Town, City of Faribault, Rice County, Minnesota
(Abstract Property)

AND

The East 52 Feet of the North 75 Feet of Lot 3; And also the West 14 feet of Lot 3; And also All of Lot 4, Except the West 1.65 Feet of the North 52.46 Feet thereof; All In Block 44, In the Original Town, now City of Faribault, Rice County, Minnesota.
(Abstract Property)

AND

All that Part of Lots 4 and 5, In Block 44, In the Original Town, now City of Faribault, Rice County, Minnesota, described as follows to-wit: Beginning at a point In the North line of said Lot 5, 43.15 feet Easterly from the Northwest Corner of said Lot 5; Thence continuing easterly along said North line of Lot 5, and the North line of said Lot 4, a distance of 24.50 feet; thence deflect to the right 90° 09' 30", 52.46 feet to a point In a line which Is the Easterly prolongation of the center of a tile wall, 0.70 feet thick; thence deflect to the right 90° 10' 00", 24.50 feet to the East line of the wall of the two story brick building located on the West 44 feet of said Lot 5; thence deflect to the right 89° 50' 00", 52.36 feet, along said East line of wall of the two story brick building to the point of beginning; subject to and together with the easements, wall rights, restrictions as set forth In Warranty Deed bearing date June 7, 1963, and filed for record In the office of the county recorder on June 20, 1963 at 2 P.M. and Recorded In Book 217 of Deeds on Pages 65-66.
(Abstract Property)

AND

The North 60.3 feet of the West 44 feet of Lot 5, Block 44, In the Original Town (now City) of Faribault, Rice County, Minnesota
(Abstract Property)

AND

Lot Five (5), In Block Forty-four (44) In the original Town (now City) of Faribault, Rice County, Minnesota, EXCEPTING THEREFROM the two (2) following described tracts of land, to-wit:

TRACT NO. 1: The North 60.3 feet of the West 44 feet of said Lot Five (5).

TRACT NO. 2: Beginning at a point In the north line of said Lot Five (5), 43.15 feet easterly from the Northwest (NW) corner of said Lot Five (5); thence continuing easterly along said north line of Lot Five (5) and the north line of said Lot Four (4) a distance of 24.50 feet; thence deflect to the right 90° 09' 30", 52.46 feet to a point In a line which Is the easterly prolongation of the center of a tile wall 0.70 feet thick; thence deflect to the right 90° 10' 00", 24.50 feet to the east line of the wall of the 2 story brick building located on the West 44 feet of said Lot Five (5); thence deflect to the right 89° 50' 00", 52.36 feet, along said east line of wall of the 2 story brick building to the point of beginning.
(Abstract Property)

AND

Lots 6 and 7 In Block 44 In the town of Faribault In said County according to the recorded plat thereof, excepting that part of said Lot 7, described as follows viz: Commencing at the Southeast corner of said Lot 7 running thence West on the South line of said Lot 30 feet running thence North 100 feet running thence east 30 feet to the East line of said Lot running thence South on the East line aforesaid 100 feet to the place of beginning,
(Abstract Property)

AND

The South 75 feet of Lot 8 and all that part of Lot 9 described as follows, to wit: Beginning on the South line of said Block 44, a distance of 68 feet West of the Southeast corner thereof; thence North 50 feet; thence West 32 feet; thence North 25 feet; thence West 32 feet to the East line of Lot 8; thence South to the South line of said Block; thence East along the South line of said Block to the place of beginning; all being in Block 44 in the Original Town (now City) of Faribault, Rice County, Minnesota; subject to a Driveway Easement, over, under and across the following described property: Beginning at the Southwest corner of said Lot 8; thence running North along the West line of said Lot 8, 75 feet; thence East parallel with the South line of said Block, 98 feet; thence South parallel with the East line of said Block 16 feet; thence West parallel with the said South line of said Block 69 feet; thence South 45° West 12.7 feet; thence South parallel with the said West line of Lot 8 to the South line of said block; thence West 20 feet to the point of beginning.
(Abstract Property)

AND

All of Lot Eight (8), except the South Seventy-five (75) feet thereof, and the North Twenty-five (25) feet of the South One Hundred (100) feet of the West Thirty-two (32) feet of Lot Nine (9) in Block Forty-four (44) in the original Town (now City) of Faribault, Rice County, Minnesota, together with a driveway easement over, under and across the following described property: Beginning at the South west corner of said Lot Eight (8); thence running North along the West line of said Lot Eight (8), Seventy-five (75) feet; thence east, parallel with the South line of said Block Forty-four (44), Ninety-eight (98) feet; thence South, parallel with the East line of said Block Forty-four (44), Sixteen (16) feet; thence West, parallel with the said South line of Block Forty-four (44), Sixty-nine (69) feet; thence South 45° West, 12.73 feet; thence South, parallel with the said West line of Lot Eight (8), Fifty (50) feet to the South line of Block Forty-four (44); thence West, Twenty (20) feet to the point of beginning. - AND- The South Twenty-three (23) feet of the North Sixty-five (65) feet of the West 48.9 feet of Lot Nine (9) in said Block Forty-four (44) - AND - The West 16.9 feet of the East Thirty-four (34) feet of the North Fifty (50) feet of the South One Hundred (100) feet of Lot Nine (9) Block Forty-four (44) of the original Town (now City) of Faribault, Rice County, Minnesota.
(Abstract Property)

AND

The South 23 feet of Lot 10 and the South 23 feet of the East 2 feet of Lot 9, all in Block 44 in the original town (now City) of Faribault, Rice County, Minnesota. AND ALSO, Beginning at the southeast corner of Block 44, Original Town, thence North along the West line of First Avenue Northwest, a distance of 23 feet; thence East at right angles a distance of 2 feet; thence South parallel to the West line of First Avenue a distance of 23 feet; thence West to the point of beginning, being that portion of First Avenue Northwest which lies adjacent to the south 23 feet of Lot 10, Block 44 of the Original Town (now City) of Faribault, which was vacated by Resolution No. A2443 of the Council of the City of Faribault on May 24, 1955 recorded in the office of the Register of Deeds for Rice County, Minnesota, on June 9, 1955 and recorded in book Y of M.R. on pages 539-540.
(Abstract Property)

AND

The North 27 feet of the South 50 feet of Lot 10, and the North 27 feet of the South 50 feet of the East 2 feet of Lot 9, all in Block 44 of the Original Town, now city, of Faribault, Rice County Minnesota; and also commencing at the Southeast corner of Block 44 original Town, thence North along the West line of First Avenue Northwest, a distance of 23 feet to the point of beginning thence North along the West line of First Avenue Northwest a distance of 27 feet; thence East at right angles a distance of 2 feet; thence South parallel to the West line of First Avenue Northwest, a distance of 27 feet; thence West to the point of beginning, being that portion of First Avenue Northwest which lies adjacent to the North 27 feet of the South 50 feet of Lot 10 in Block 44 of the Original Town, now city, of Faribault, which was vacated by Resolution No. A2443 of the Council of the City of Faribault on May 24, 1955, recorded in the Office of the Register of Deeds for Rice County, Minnesota, on June 9th, 1955 and recorded in Book Y of Misc. Records on pages 539-540.
(Abstract Property)

AND

Those parts of Lots 9 and 10, Block 44, in the original Town, now City of Faribault, Rice County, Minnesota, described as follows: The north 50 feet of the south 100 feet of said Lot 10; and the north 50 feet of the south 100 feet of the east 17.1 feet of said Lot 9; together with that part of vacated First Avenue Northwest (vacated by City of Faribault Resolution Number A2443, dated May 24, 1955 and filed for record in the Office of the County Recorder, Rice County, Minnesota, on June 9, 1955 and recorded in Book Y of misc. records on pages 5390 and 540 lying southerly from a prolongation easterly of the north line of the above described parcel and lying northerly of a prolongation easterly of the south line of the above described parcel.
(Abstract Property)

AND

The South 23 feet of the North 65 feet of Lot 9 and 10 in Block 44 in the Original Town (now City) of Faribault, Rice County, Minnesota, excepting therefrom the South 23 feet of the West 48.90 feet of the North 65 feet of said Lot 9; subject, however, to a certain party wall agreement dated May 14, 1913 and filed for Record May 15th, 1913 and recorded in Book 73 of Mortgages on pages 4041 of record in the office of the Register of Deeds in and for Rice County, Minnesota.
(Abstract Property)

AND

The North 42 feet of Lot Ten (10) and the North 42 feet of the East 17.10 feet of Lot Nine (9) of Block Forty-Four (44) of the Original Town (now City) of Faribault, Rice County, Minnesota
(Torrens Property)

AND

The North 42 feet of Lots 9 & 10, in Block 44, Original Town of Faribault, Rice County, Minnesota. Except the North 42 feet of Lot 10 and the North 42 feet of the East 17.10 feet of Lot 9 of said Block 44,
(Torrens Property)

AND

The South 35.00 feet of the West One-half of Lot 2 and the South 35.00 feet of the East 37.00 feet of Lot 3 and the West 14.60 feet of the East 51.60 feet of said Lot 3 except the North 75.00 feet thereof, all being in Block 44, of the Original Town, (now City) of Faribault, Rice County, Minnesota.
(Abstract Property)

AND

All of Lot 1, except the North 100 feet thereof; and the East One-half (E1/2) of the South 50 feet of Lot 2; all in Block 44, in the Original Town, now City, of Faribault, Rice County, Minnesota; together with an easement for ingress and egress in, over and upon the Southerly 10 feet of the Northerly 100 feet of the Easterly 52 Feet of Lot 1, and the Southerly 8 feet of the Northerly 100 Feet of the Westerly 13.94 Feet of Lot 1, and the Southerly 23 Feet of the Northerly 115 Feet of the Easterly 33 Feet of Lot 2: in Block 44, all in the Original Town (now City) of Faribault, Rice County, Minnesota.
(Abstract Property)

(The remainder of this page is left intentionally blank.)

EXHIBIT B

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2025-196

APPROVE THE PRELIMINARY AND FINAL PLATS FOR HENRY M RICE SQUARE

WHEREAS, Sara Folsted (Applicant) on behalf of Rice County (Owner) request preliminary and final plat approval to combine relocate lot lines for all property within the boundaries of 4th St NW, 3rd St NW, 2nd Ave NW, and 1st Ave NW, legally described in Exhibit A (Property); and

WHEREAS, City Staff reviewed the Applicant's 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 August 4, 2025, following proper notice, held a public hearing regarding the applications, and following said public hearing, made written findings and recommended approval of the applications; and

WHEREAS, the City Council, on August 12, 2025, at a public meeting, considered the applications; and

WHEREAS, based upon said report, hearing, and recommendation, the City Council hereby finds that approval of the preliminary plat for Henry M Rice Square, as depicted in Exhibit B and subject to 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 substantially consistent with UDO requirements within the P-I, CBD, 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, following Resolution 2025-195, guides the subject property for downtown. The proposed commercial 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 reasonable use of land intended for commercial development on the north side while retaining land for Rice County on the south side. Their approach is based on sound planning and engineering principles. The project utilizes existing infrastructure and street frontages to accommodate a new commercial use.

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. Access onto public roads surrounding the subject property will be addressed during site plan review.

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 Henry M Rice Square 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 Henry M Rice Square 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 final plat:
 - a. Perimeter easements as required by City Engineer.
 - b. Stronger indication of ROW to be dedicated on plat.
 - c. Name and address of owner and surveyor.
 - d. Date of plat creation and amendments.
 - e. Statement for dedication per ordinance.
 - f. 'Jessica L. Kinser' for City Administrator and 'Thomas J. Spooner' for Mayor
 - g. Notarized certification of surveyor.
 - h. Signatures from all owners and persons of interest in the property, including mortgage holders.
2. Perimeter drainage and utility easements proposed on the plat may overlap with the existing building on the subject property. If accurate, the applicant must enter into an encroachment agreement with the city to allow the existing building to stay within the dedicated easements.
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 amount of platted land is not expanding and the size of the previous buildings demolished is comparable to the potential development proposed.
5. Any comments and conditions stipulated by MN DOT in their review of the plat are incorporated into this Resolution and will be addressed

between the Applicant, City, and MN DOT to the satisfaction of MN DOT.

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 page intentionally left blank)

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

Date Adopted: August 12, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

DRAFT

Exhibit A

Legal Description

The North 100 feet of Lot 1 In Block 44 In the Original Town now City of Faribault, Rice County, Minnesota
(Abstract Property)

AND

The northerly 115 feet of the easterly 28 feet of Lot 2, Block 44, Original Town and the North 130 feet of the East 37 feet of Lot 3, and the North 115 feet of the West 38 feet of Lot 2 and also the North 15 feet of the West 1/2 of the South 50 feet of Lot 2, subject to the East 5 feet of the West 38 feet of the North 115 feet of Lot 2, together with the West 5 feet of the east 28 feet of the North 115 feet of Lot 2 for alley purposes, all In Block 44 of the Original Town, City of Faribault, Rice County, Minnesota
(Abstract Property)

AND

The East 52 Feet of the North 75 Feet of Lot 3; And also the West 14 feet of Lot 3; And also All of Lot 4, Except the West 1.65 Feet of the North 52.46 Feet thereof; All In Block 44, In the Original Town, now City of Faribault, Rice County, Minnesota.
(Abstract Property)

AND

All that Part of Lots 4 and 5, in Block 44, in the Original Town, now City of Faribault, Rice County, Minnesota, described as follows to-wit; Beginning at a point in the North line of said Lot 5, 43.15 feet Easterly from the Northwest Corner of said Lot 5; Thence continuing easterly along said North line of Lot 5, and the North line of said Lot 4, a distance of 24.50 feet; thence deflect to the right 90° 09' 30", 52.46 feet to a point in a line which is the Easterly prolongation of the center of a tile wall, 0.70 feet thick; thence deflect to the right 90° 10' 00", 24.50 feet to the East line of the wall of the two story brick building located on the West 44 feet of said Lot 5; thence deflect to the right 89° 50' 00", 52.36 feet, along said East line of wall of the two story brick building to the point of beginning; subject to and together with the easements, wall rights, restrictions as set forth in Warranty Deed bearing date June 7, 1963, and filed for record in the office of the county recorder on June 20, 1963 at 2 P.M. and Recorded in Book 217 of Deeds on Pages 65-66.
(Abstract Property)

AND

The North 60.3 feet of the West 44 feet of Lot 5, Block 44, In the Original Town (now City) of Faribault, Rice County, Minnesota.
(Abstract Property)

AND

Lot Five (5), In Block Forty-four (44) In the original Town (now City) of Faribault, Rice County, Minnesota, EXCEPTING THEREFROM the two (2) following described tracts of land, to-wit:

TRACT NO. 1: The North 60.3 feet of the West 44 feet of said Lot Five (5).

TRACT NO. 2: Beginning at a point in the north line of said Lot Five (5), 43.15 feet easterly from the Northwest (NW) corner of said Lot Five (5); thence continuing easterly along said north line of Lot Five (5) and the north line of said Lot Four (4) a distance of 24.50 feet; thence deflect to the right 90° 09' 30", 52.46 feet to a point in a line which is the easterly prolongation of the center of a tile wall 0.70 feet thick; thence deflect to the right 90° 10' 00", 24.50 feet to the east line of the wall of the 2 story brick building located on the West 44 feet of said Lot Five (5); thence deflect to the right 89° 50' 00", 52.36 feet, along said east line of wall of the 2 story brick building to the point of beginning.
(Abstract Property)

(Continued)

AND

Lots 6 and 7 in Block 44 in the town of Faribault in said County according to the recorded plat thereof, excepting that part of said Lot 7, described as follows viz: Commencing at the Southeast corner of said Lot 7 running thence West on the South line of said Lot 30 feet running thence North 100 feet running thence east 30 feet to the East line of said Lot running thence South on the East line aforesaid 100 feet to the place of beginning.
(Abstract Property)

AND

All that part of Lot 7 in Block 44 of the original town (now city) of Faribault, Rice County, Minnesota described as follows: Commencing at the Southeast corner of Lot 7, thence running West 50 feet; thence North 100 feet; thence East 50 feet to the East line of said Lot; thence South on said East line 100 feet to the place of beginning.
(Abstract Property)

AND

The South 75 feet of Lot 8 and all that part of Lot 9 described as follows, to wit: Beginning on the South line of said Block 44, a distance of 68 feet West of the Southeast corner thereof; thence North 50 feet; thence West 32 feet; thence North 25 feet; thence West 32 feet to the East line of Lot 8; thence South to the South line of said Block; thence East along the South line of said Block to the place of beginning; all being in Block 44 in the Original Town (now City) of Faribault, Rice County, Minnesota; subject to a Driveway Easement, over, under and across the following described property; Beginning at the Southwest corner of said Lot 8; thence running North along the West line of said Lot 8, 75 feet; thence East parallel with the South line of said Block, 98 feet; thence South parallel with the East line of said Block 16 feet; thence West parallel with the said South line of said Block 69 feet; thence South 45° West 12.7 feet; thence South parallel with the said West line of Lot 8 to the South line of said block; thence West 20 feet to the point of beginning.
(Abstract Property)

AND

All of Lot Eight (8), except the South Seventy-five (75) feet thereof, and the North Twenty-five (25) feet of the South One Hundred (100) feet of the West Thirty-two (32) feet of Lot Nine (9) in Block Forty-four (44) in the original Town (now City) of Faribault, Rice County, Minnesota, together with a driveway easement over, under and across the following described property: Beginning at the South west corner of said Lot Eight (8); thence running North along the West line of said Lot Eight (8), Seventy-five (75) feet; thence east, parallel with the South line of said Block Forty-four (44), Ninety-eight (98) feet; thence South, parallel with the East line of said Block Forty-four (44), Sixteen (16) feet; thence West, parallel with the said South line of Block Forty-four (44), Sixty-nine (69) feet; thence South 45° West, 12.73 feet; thence South, parallel with the said West line of Lot Eight (8), Fifty (50) feet to the South line of Block Forty-four (44); thence West, Twenty (20) feet to the point of beginning. - AND- The South Twenty-three (23) feet of the North Sixty-five (65) feet of the West 48.9 feet of Lot Nine (9) in said Block Forty-four (44) - AND - The West 16.9 feet of the East Thirty-four (34) feet of the North Fifty (50) feet of the South One Hundred (100) feet of Lot Nine (9) Block Forty-four (44) of the original Town (now City) of Faribault, Rice County, Minnesota.
(Abstract Property)



(Continued)

AND

The South 23 feet of Lot 10 and the South 23 feet of the East 2 feet of Lot 9, all in Block 44 in the original town (now City) of Faribault, Rice County, Minnesota. AND ALSO, Beginning at the southeast corner of Block 44, Original Town, thence North along the West line of First Avenue Northwest, a distance of 23 feet; thence East at right angles a distance of 2 feet; thence South parallel to the West line of First Avenue a distance of 23 feet; thence West to the point of beginning, being that portion of First Avenue Northwest which lies adjacent to the south 23 feet of Lot 10, Block 44 of the Original Town (now City) of Faribault, which was vacated by Resolution No. A2443 of the Council of the City of Faribault on May 24, 1955 recorded in the office of the Register of Deeds for Rice County, Minnesota, on June 9, 1955 and recorded in book Y of M.R. on pages 539-540.
(Abstract Property)

AND

The North 27 feet of the South 50 feet of Lot 10, and the North 27 feet of the South 50 feet of the East 2 feet of Lot 9, all in Block 44 of the Original Town, now city, of Faribault, Rice County Minnesota; and also commencing at the Southeast corner of Block 44 original Town, thence North along the West line of First Avenue Northwest, a distance of 23 feet to the point of beginning thence North along the West line of First Avenue Northwest a distance of 27 feet; thence East at right angles a distance of 2 feet; thence South parallel to the West line of First Avenue Northwest, a distance of 27 feet; thence West to the point of beginning, being that portion of First Avenue Northwest which lies adjacent to the North 27 feet of the South 50 feet of Lot 10 in Block 44 of the Original Town, now city, of Faribault, which was vacated by Resolution No. A2443 of the Council of the City of Faribault on May 24, 1955, recorded in the Office of the Register of Deeds for Rice County, Minnesota, on June 9th, 1955 and recorded in Book Y of Misc. Records on pages 539-540.
(Abstract Property)

AND

Those parts of Lots 9 and 10, Block 44, in the original Town, now City of Faribault, Rice County, Minnesota, described as follows: The north 50 feet of the south 100 feet of said Lot 10; and the north 50 feet of the south 100 feet of the east 17.1 feet of said Lot 9; together with that part of vacated First Avenue Northwest (vacated by City of Faribault Resolution Number A2443, dated May 24, 1955 and filed for record in the Office of the County Recorder, Rice County, Minnesota, on June 9, 1955 and recorded in Book Y of misc. records on pages 5390 and 540 lying southerly from a prolongation easterly of the north line of the above described parcel and lying northerly of a prolongation easterly of the south line of the above described parcel.
(Abstract Property)

(Continued)

AND

The South 23 feet of the North 65 feet of Lot 9 and 10 in Block 44 in the Original Town (now City) of Faribault, Rice County, Minnesota, excepting therefrom the South 23 feet of the West 48.90 feet of the North 65 feet of said Lot 9; subject, however, to a certain party wall agreement dated May 14, 1913 and filed for Record May 15th, 1913 and recorded in Book 73 of Mortgages on pages 4041 of record in the office of the Register of Deeds in and for Rice County, Minnesota.
(Abstract Property)

AND

The North 42 feet of Lot Ten (10) and the North 42 feet of the East 17.10 feet of Lot Nince (9) of Block Fourty-Fourt (44) of the Original Town (now City) of Faribault, Rice County, Minnesota
(Torrens Property)

AND

The North 42 feet of Lots 9 & 10, in Block 44, Original Town of Faribault, Rice County, Minnesota. Except the North 42 feet of Lot 10 and the North 42 feet of the East 17.10 feet of Lot 9 of said Block 44.
(Torrens Property)

AND

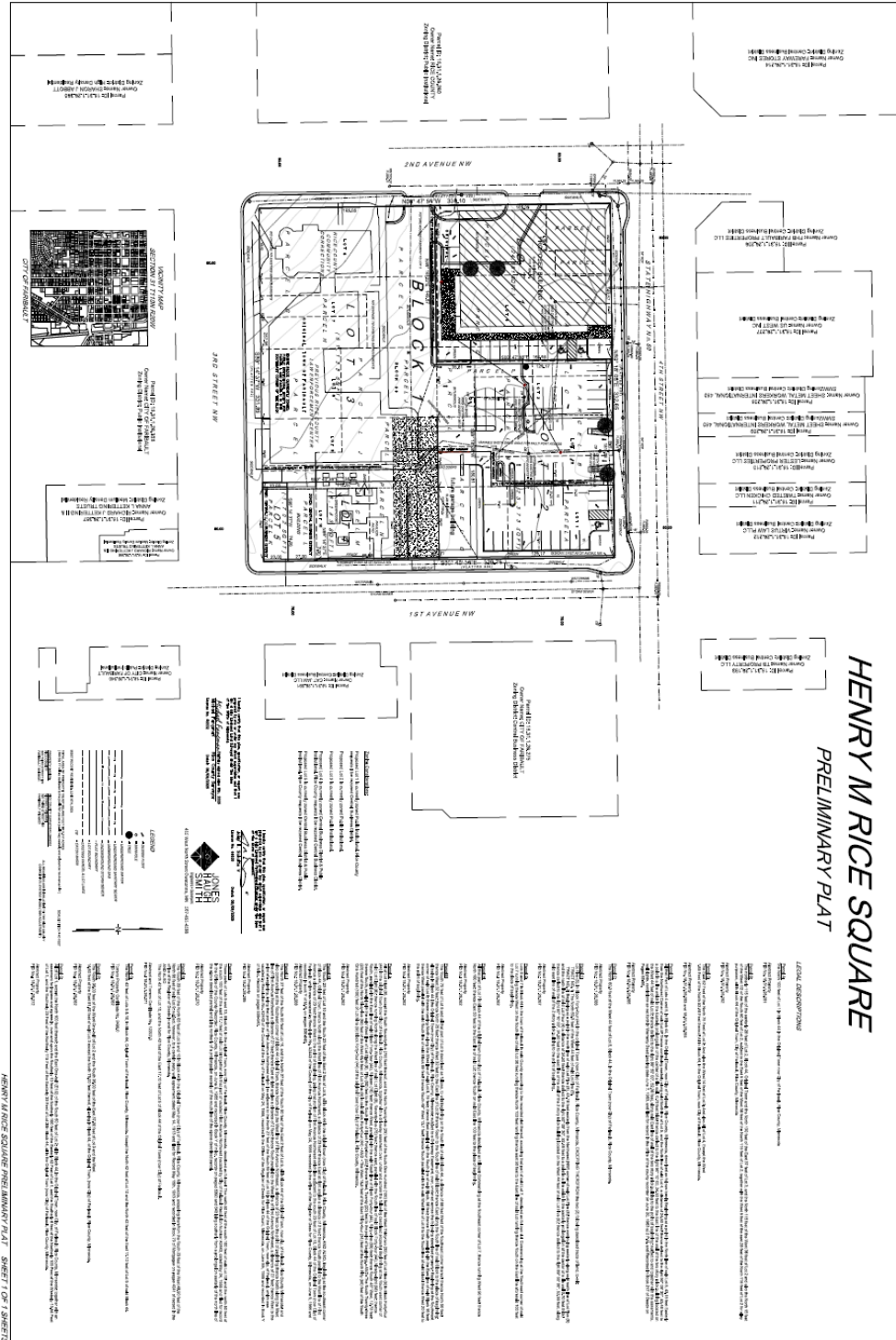
The South 35.00 feet of the West One-half of Lot 2 and the South 35.00 feet of the East 37.00 feet of Lot 3 and the West 14.60 feet of the East 51.60 feet of said Lot 3 except the North 75.00 feet thereof, all being in Block 44, of the Original Town, (now City) of Faribault, Rice County, Minnesota.
(Abstract Property)

AND

All of Lot 1, except the North 100 feet thereof; and the East One-half (E1/2) of the South 50 feet of Lot 2; all in Block 44, in the Original Town, now City, of Faribault, Rice County, Minnesota; together with an easement for Ingress and egress in, over and upon the Southerly 10 feet of the Northerly 100 feet of the Easterly 52 Feet of Lot 1, and the Southerly 8 feet of the Northerly 100 Feet of the Westerly 13.94 Feet of Lot 1, and the Southerly 23 Feet of the Northerly 115 Feet of the Easterly 33 Feet of Lot 2: in Block 44, all in the Original Town (now City) of Faribault, Rice County, Minnesota.
(Abstract Property)



Exhibit B Depiction of the Preliminary Plat



HENRY M RICE SQUARE



EXHIBIT C

Insert Plat Opinion

DRAFT

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 _____, a Minnesota _____ (the "Developer"), has fully complied with its obligations under the Development Agreement dated _____, 20____ (the "Agreement") with the City of Faribault, which is 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 as 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
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: August 26, 2025
SUBJECT: Ordinance 2025-11 Approve a Zoning Text Amendment to Accessory Structure Requirements (Second Reading)

Background:

At the previous City Council meeting on August 12, 2025, City Council approved the first reading of Ordinance 2025-11. Staff did not make any substantial changes to the Ordinance.

Recommendation:

Approve the second reading of Ordinance 2025-11

Attachments:

1. Ordinance 2025-11 Approve a Zoning Text Amendment to Accessory Structure Requirements

CITY OF FARIBAULT
ORDINANCE No. 2025-11

**APPROVE A ZONING TEXT AMENDMENT TO ACCESSORY STRUCTURE
REQUIREMENTS**

WHEREAS, the City of Faribault (the "Applicant") requests a zoning text amendment to change requirements for accessory structures within city limits; and

WHEREAS, City Council requested the Planning Commission and City Staff review accessory structure requirements and recommend changes; and

WHEREAS, City Staff and the Planning Commission held a work session on July 7 to review and propose amendments, culminating in the recommended changes depicted in Exhibit A; and

WHEREAS, the Planning Commission, on August 4, 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 remove or lessen limitations on accessory structures for residential properties. Residential properties are proposed to allow more structures and square footage of accessory uses. Large residential lots will have the most flexibility.

- Balance individual property rights with community interests and goals.

The proposed zoning amendment will allow for residential property owners to expand and invest in their homes and accessory structures. There are still limits on accessory structure size, so accessory structures may not suddenly dominate small lots in close, urban settings.

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 lifts and modifies limitations placed on accessory structures to the benefit of the property owner.

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 criterion does not apply.

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 criterion does not apply.

WHEREAS, the City Council held a public meeting on August 12, 2025, to consider approval of the first reading of Ordinance 2025-11; and

WHEREAS, the City Council also held a public meeting on August 26, 2025, to consider approval of the second reading of Ordinance 2025-11; 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 – General and Residential Accessory Structures. The Faribault City Council hereby amends (additions and amendments shown in the underlined text; removals shown in the ~~striketrough~~ text) to the Unified Development Ordinance under Chapter 6, as proposed in Exhibit A.

(Remainder of this page intentionally left blank)

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: August 4, 2025
First Reading: August 12, 2025
Second Reading: August 26, 2025
Publication: September 2, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A

**Amended Sections 6-170, 6-180, and 6-190; under Chapter 6, Article 4 of
the Unified Development Ordinance**

(insert proposed amendment document)

ARTICLE 4. ACCESSORY USES AND STRUCTURES

Sec. 6-170. General requirements.

Accessory uses and structures shall comply with the following standards and all other applicable regulations of this ordinance:

- (1) No accessory use or structure shall be constructed or established on any lot prior to the time of construction of the principal use to which it is accessory.
- (2) The accessory use or structure shall be incidental to and customarily associated with the principal use or structure except in the case of a detached accessory dwelling unit, as provided elsewhere in this ordinance.
- (3) The total accessory use or structure floor area shall be subordinate in area, extent, and purpose to the total principal use or structure floor area served. Floor area from non-walkout basements, mezzanines, attics, lofts, and other similar areas shall not count towards the total floor area. Lots meeting the conditions of Table 6-2 are exempt from this provision.
- (4) The accessory use or structure shall contribute to the comfort, convenience, or necessity of the occupants of the principal use or structure served, except in the case of a detached accessory dwelling unit, as provided elsewhere in this ordinance. In no case shall an accessory structure be utilized as an independent residence, either permanently or temporarily, except as provided elsewhere in this ordinance.
- (5) The accessory use or structure shall be located on the same zoning lot as the principal use or structure, except for accessory off-street parking and loading facilities, subject to the provisions of Chapter 8, Off-Street Parking and Loading.
- (6) The accessory use or structure shall not be injurious to the use and enjoyment of surrounding properties.
- (7) An accessory structure, ~~when it is capable of storing one or more motorized vehicles, of 200 square feet or more~~ shall be provided with a driveway in compliance with the provisions of Chapter 8, Off-Street Parking and Loading. If an accessory structure is proposed and an interior plan is provided that demonstrates no accessibility for motorized vehicles, the City Planner may waive the requirement for a driveway to the accessory structure.
- (8) Accessory structures located on lots with frontage on a water body may be located between the public road and the principal structure, provided it is clearly demonstrated that physical conditions require such a location, such as floodplain, shoreland, steep slopes, or bluffs, but must adhere to setbacks applicable to the principal structure.
- (9) When a principal structure is 200 feet or more from a public road right-of-way, an accessory structure may be located in the front yard, but must adhere to setbacks applicable to the principal structure.

(Ord. No. 99-20, § 1, 11-23-99; Ord. No. 2009-12, § 2, 10-27-09)

Sec. 6-180. Residential accessory buildings.

- (A) *In general.* In all ~~residential~~ districts, all new single family residential construction, or existing single family where remodeling or additions cumulatively exceed 50% of the total floor area or property's assessed market value, whether attached or detached units, shall require the construction or retention of at least a single stall garage. If changes to the dwelling do not trigger the conditions stated above, the property owner may remove or convert an existing garage. In no case shall a single family use, whether detached or attached, with a garage be permitted to eliminate the garage or to provide less than a one stall garage on the property, either through conversion, demolition or other means of destruction.
- (1) In no case shall an accessory ~~structures~~ structure be placed less than five (5) feet from a property line nor less than ten (10) feet from other structures except as provided in paragraph two (2) of this section.
 - (2) Accessory structures shall be properly anchored with tie downs or strapped, bolted or otherwise properly connected to concrete peers or other types of permanent foundations to secure it from high winds in accordance with manufacturer's specifications or as may be approved by the City Building Official.
 - (3) Accessory structures of less than eighty (80) square feet shall not require zoning certificates and shall not be subject to building separation requirements, but if placed within ten (10) feet of another structure must meet the applicable setback requirement for that structure.
 - (4) Accessory structures between eighty (80) square feet and less than two hundred (200) square feet require a zoning certificate prior to installation on site and shall be subject to all building separation and setback requirements for accessory structures, but shall not be subject to building design and compatibility requirements set forth in elsewhere in this section. Accessory structures less than two hundred (200) square feet shall not be subject to building permits and no color or design standards shall be required.
 - (5) Accessory structures of two hundred (200) square feet or more in area shall be subject to building permit approval ~~and a zoning certificate shall be required (which shall constitute a zoning certificate)~~ prior to installation on site. A certificate of survey is required at the time of building permit for all new construction of 200 square feet or more accessory structures. Enclosed accessory structures such as sheds and garages, of two hundred (200) square feet or greater (accessory buildings), ~~shall have the same or similar exterior finish and building materials as those of the principal building. Accessory buildings~~ shall be compatible with the principal building on the lot.
 - (a) "Compatible" for the purpose of this section shall mean that the exterior appearance of the accessory building is not at variance with that of the principal building from an aesthetic and architectural standpoint as to cause a degree of incongruity or a nuisance. The exterior colors of the roofing and siding materials shall match or compliment that of the principal structure. Greenhouses may utilize different building materials and finishes from the principal structure, provided that the greenhouse is translucent or transparent by means of glass, vinyl, or other similar materials.
 - (6) Carports and similar open sided roofed structures shall be subject to the same setbacks, size limits and design compatibility requirements as other accessory structures. Carports and similar open sided roofed structures shall be constructed of durable construction materials secured to a permanent foundation (as approved by the Building Official) and shall have a parking surface that is paved with concrete, asphalt or paver bricks and shall be compatible with the principal building on the lot. Carports must have a paved driveway with access to the public street. Steel tube framed carports.

structures as described in (8) below, and similar open sided roofed structures with metal siding and roofs are prohibited.

- (a) "Compatible" for carports and similar open sided roofed structure shall mean that the exterior appearance of the structure is not at variance with that of the principal building from an aesthetic and architectural standpoint as to cause a degree of incongruity or a nuisance. The exterior colors of the roofing materials and supporting members shall match or compliment that of the principal structure.

(7) Temporary accessory uses:

- (a) Temporary reception/special event tents shall be permitted for up to seven (7) days per event and no more than fourteen (14) days per year without a zoning certificate. A zoning certificate shall be required for temporary reception/special event tents needed for events or activities greater than seven (7) days in duration. Reception/special event tents and enclosures shall not be permitted for more than thirty (30) days per year in residential districts.
- (b) Personal camping/recreational tents for personal recreational uses of persons residing at the premise shall be exempt from this section.
- (c) Storage Pods used for a short term during remodeling and household moving are permitted for up to six (6) months without a zoning certificate and up to one (1) year with a zoning certificate or current building permit.

(8) Prohibited accessory structures or uses:

- (a) ~~Membrane-covered~~Membrane-covered accessory structures, which may including include carports and storage enclosures utilizing membrane covers or a similar fabric-like material, are prohibited except as provided in paragraph (7) of this section.
- (b) Cargo or shipping containers except as provided in paragraph (7)(c) above.
- (c) Greenhouses shall not be used for storage of materials or equipment not used in the greenhouse.

(B) *Attached structures.* An accessory structure shall be considered attached, and an integral part of, the principal structure when it is connected by an enclosed passageway. Such structures shall be subject to the following requirements:

- (1) The structure shall meet the required setbacks for a principal structure, as established for the zoning district in which it is located.
- (2) In no case shall the total floor area of an attached garage, carport, or other accessory structure exceed the ~~ground-total~~ floor area of the principal building located on the same lot. Floor area from non-walkout basements, mezzanines, attics, lofts, and other similar areas shall not count towards total floor area. Lots meeting the conditions of Table 6-2 are exempt from this provision.
- (3) The structure shall not exceed the height of the principal building to which it is attached.

(C) *Detached structures.* Detached accessory structures shall be permitted in residential districts in accordance with the requirements shown in Table 6-1 and as follows:

- (1) Detached accessory structures shall be located to the side or rear of the principal building, and are not permitted within the front yard or within a corner side yard. When such structure is located in a side yard, the required setback shall be the same as that for the principal structure.
- (2) The maximum size may be increased by up to twenty-five (25) percent upon approval of a conditional use permit, provided that lot coverage requirements are satisfied.
- (3) Structures with a corrugated metal exterior finish shall not be permitted.

- (4) Garages, when accessed from and situated perpendicular to a public alley, shall maintain a setback of at least twenty (20) feet from said alley right-of-way.
- (5) Maximum lot coverage for detached structures is regulated under Section 10-130. For those properties that are exempted under Section 10-130, no more than thirty (30) percent of the rear yard area may be covered by accessory structures.
- (6) Distance between structures shall be measured from wall to wall.

Table 6-~~1-2~~. Requirements for detached accessory structures, residential districts.

Use	One or two-family residential use**	Other multi-family residential use	Permitted non-residential use
Number of Structures Allowed	3	3	3
Maximum Combined Size of all Detached Accessory Structures	1,200 sq. ft. ****	350 sq. ft./unit	1,250 sq. ft.
Maximum Size—1st structure	864 sq. ft.	300 sq. ft./unit	1,000 sq. ft.
Maximum Size—2nd structure	120 sq. ft.	250 sq. ft.	250 sq. ft.
Maximum Height	16 feet ***	16 20 feet	20 feet
Maximum Side Wall Height	9 feet *	9 feet *	9 feet *
Required Setbacks			
Side	5 feet	10 feet	15 feet
Rear	5 feet	10 feet	15 feet
Between structures	10 feet	10 feet	10 feet

* See Section 6-190.

** See exceptions for larger properties in Table 6-2 below.

*** May be increased to two (2) stories or 24 feet to accommodate a second-story accessory dwelling unit.

**** Accessory structures over 1,000 square feet must meet building code requirements, which may include construction standards and permitting similar to a commercial building, or segmented building construction into no larger than 1,000 square foot sections.

Table 6-2. Detached accessory structure allowances for large single-family lots.*

	<u>Lots over 2 acres</u>	<u>Lots over 5 acres</u>
<u>Number of Structures Allowed</u>	<u>3</u>	<u>4</u>
<u>Maximum Combined Size of all Detached Accessory Structures</u>	<u>3,000 sq. ft.</u>	<u>4,000 sq. ft.</u>
<u>Maximum Height</u>	<u>20 feet **</u>	<u>24 feet</u>
<u>Required Setbacks</u>		
<u>Side</u>	<u>15 feet</u>	<u>20 feet</u>
<u>Rear</u>	<u>15 feet</u>	<u>20 feet</u>
<u>Between structures</u>	<u>10 feet</u>	<u>10 feet</u>

* Accessory structures over 1,000 square feet must meet building code requirements, which may include construction standards and permitting similar to a commercial building, or segmented building construction into no larger than 1,000 square foot sections.

** May be increased to two (2) stories or 24 feet to accommodate a second-story accessory dwelling unit.

(Ord. No. 99-20, § 1, 11-23-99; Ord. No. 2001-24, § 1, 1-8-02; Ord. No. 2009-12, § 2, 10-27-09; Ord. No. 2010-04, § 2, 5-25-10; Ord. No. 2018-3, § 1, 8-15-18)

~~Sec. 6-190. Increase in wall height.~~

~~The maximum side wall height for a detached garage in a residential district may be increased up to twelve (12) feet provided that the maximum building height provision is satisfied and that an additional setback of two (2) feet is provided from side and rear lot lines for each additional foot of side wall height over nine (9) feet.~~

(Ord. No. 99-20, § 1, 11-23-99; Ord. No. 2001-24, § 1, 1-8-02)



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, Planning Manager
MEETING DATE: August 26, 2025
SUBJECT: Approve Summary Publication of Ordinance 2025-11

Background:

Ordinance 2025-11 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 2025-11.

Recommendation:

Approve Ordinance 2025-11.

Attachments:

1. Ordinance 2025-11 Summary Publication

Summary Publication

CITY OF FARIBAULT ORDINANCE No. 2025-11

APPROVE A ZONING TEXT AMENDMENT TO ACCESSORY STRUCTURE REQUIREMENTS

On August 26, 2025, the Faribault City Council adopted Ordinance 2025-11 approving a zoning text amendment to modify accessory structure requirements in the Unified Development Ordinance. 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: August 12, 2025
Second Reading: August 26, 2025
Publication: September 2, 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: August 26, 2025
SUBJECT: Resolution 2025-207 Approve the Preliminary Plat for Jasy First Addition

Background:

Nate Snyder (Applicant) on behalf of Lampert Yards, Inc. (Property Owner) requests approval of a preliminary plat to combine two parcels addressed as 801 4th Street NW and 320 8th Avenue NW by replatting the properties.

The applicant wishes to adapt the property for their business needs as a contractor's office and storage yard. The common boundary dividing the two properties runs through an existing structure of about 15,000 square feet, which is a circumstance that is no longer permitted for new construction and must be resolved prior to seeking a building permit for the interior remodel. The adjoining carwash property is not part of this proposal.

The proposed preliminary plat is consistent with the planning and zoning aspects of the City's Unified Development Ordinance. More detail on the criteria and findings may be found in the resolution. The DRC recommended approval of this project at its August 5, 2025, meeting.

During the Planning Commission public hearing on August 18, 2025, the Planning Commission unanimously recommended approval of the project to City Council.

Recommendation:

Approve Resolution 2025-207

Attachments:

1. Resolution 2025-207 Approve the Preliminary Plat for Jasy First Addition

CITY OF FARIBAULT

RESOLUTION #2025-207

**APPROVE THE PRELIMINARY PLAT FOR
JASY FIRST ADDITION**

WHEREAS, Nate Snyder (the "Applicant") on behalf of Lampert Yards, Inc. (the "Owner") requests preliminary plat approval for the Jasy First Addition at 801 4th Street NW and 320 8th Avenue NW, 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 August 18, 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 August 26, 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 Lampert Yards, Inc, Jasy First 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 C-2 Highway Commercial District, with consideration of prior city planning approvals which include a variance and conditional use permit, along with 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 commercial 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 assemblage of two existing parcels into one lot for the purpose of performing adaptive reuse of the existing primary structure and site. The prior development and platting of the parcel was 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. One change required is the removal of the northern driveway access on 8th Avenue NW. This driveway is deemed as being too close to the intersection at 8th Ave. NW and 4th St. NW and does not follow current roadway design standards for recommended distances for egress/exiting to/from the property.

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

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

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

1. Approval is contingent on removal of the northern street driveway access on 8th Ave NW with restoration of the boulevard and paving in the street right of way, prior to a certificate of occupancy.
2. Perimeter drainage and utility easements are required on the final plat and may overlap with the existing building on the subject property. If accurate, the applicant must enter into an encroachment agreement with the city to allow the existing building(s) to stay within the dedicated easements.
3. The Owner and City must enter into a Development Agreement that specifies the provisions of the development related to the future final 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 land is already developed and not changing its general commercial use.
5. Any comments and conditions stipulated by MN DOT in their review of the plat are incorporated into this Resolution and will be addressed between the Applicant, Owner, City, and MN DOT to the satisfaction of MN DOT.
6. An approved preliminary plat shall be valid for a period not to exceed one (1) year from the date of approval by the City Council. In the event that a final plat is not submitted within such time, the preliminary plat will become void.
7. As a part of final plat, the Applicant, Owner, or Developer shall submit current title work for the Property pursuant to Minnesota Statutes Section 505.03 and the Faribault City Code.

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.

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

Date Adopted: August 26, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Exhibit A Legal Description

PROPERTY DESCRIPTION

Parcel 1

All of Lots 1, 2 and 3, and that part of Lots 4 and 5 in Block 10 McClelland's Addition to the Town, now City, of Fairbault, Rice County, Minnesota, which lies Easterly of a curved line, convex to the East having a radius of 1432.7 feet, which line intersects the North line of said Lot 5, Distant 0.4 foot West from the Northeast corner thereof and extends Southerly a distance of 166.5 feet, more or less, to its intersection with the South line of said Lot 4, distant 43.1 feet West from the Southeast corner thereof.

ALSO all of Lots 1 and 2 and that part of Lot 3 in Block 4, McClelland's Second Addition to the Town, now City, of Fairbault, which lies easterly of a straight line which intersects the North line of said Lot 3, Distant 14.53 feet East from the Northwest Corner thereof and intersects the South line of said Lot 3, Distant 19.1 feet West from the Southeast corner thereof.

AND ALSO

Part of Lots 3 and 4, Block 4, McClelland's Second Addition to Fairbault, Minnesota, and part of Lots 3 and 4, Block 10, McClelland's Addition to Fairbault, Minnesota, described as follows: Beginning at a point in the South line of said Block 4 (for purposes of this description bearing of said South line is assumed North 90 degrees 00 minutes 00 seconds West), a distance of 151.12 feet Westerly from the Southeast corner of said Block 4; thence North 10 degrees 33 minutes 44 seconds West, 168.92 feet; thence North 89 degrees 36 minutes 29 seconds West, 57 .09 feet to a point in a line 10.00 feet Easterly from (when measured radially), the center line of the sidetrack of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence Southeasterly, along a curve, concave Southwesterly (curve data: radius equals 3000.00 feet; delta angle equals 3 degrees 10 minutes 58 seconds; chord bearing and distance equal South 2 degrees 38 minutes 51 seconds East, 166.63 feet), an arc distance of 166.65 feet to a point in said South line of Block 4; thence North 90 degrees 00 minutes 00 seconds East, along said South line of Block 4, a distance of 80.36 feet to said point of beginning: together with approximately 127 lineal feet of track situated thereon.

EXCEPTING THEREFROM Those parts of Lots 3,4 and 5, Block 10 McClelland's Addition to the City of Fairbault, Rice County, Minnesota, described as follows: Beginning at a point in the North line of said Block 10 (for purposes of this description bearing of said North line is assumed North 90 degrees 00 minutes 00 seconds West), a distance of 18.00 feet Westerly from the Northeast corner of said Lot 3; thence South 0 degrees 33 minutes 30 seconds West, parallel with and 18.00 feet Westerly from the East line of said Lot 3, a distance of 100.00 feet to a point in a line 100.00 feet Southerly from and parallel with said North line of Block 10; thence North 90 degrees 00 minutes 00 seconds West, about 100 feet to a point in a line 8.50 feet Northeasterly and radially from the centerline of the side track of the Chicago, Milwaukee, St. Paul and Pacific Railway Company; thence Northwesterly, along said line 8.50 feet Northeasterly from and parallel with the centerline of said side track, about 100 feet to a point in said North line of Block 10; thence North 90 degrees 00 minutes 00 seconds East, 115.42 feet to said point of beginning,

ALSO EXCEPTING THEREFROM: The North 100 feet of Lots 1 and 2, and the North 100 feet of the East 18 feet of Lot 3 all in Block 10 of McClelland's Addition to the Town (Now City) of Fairbault, Rice County, Minnesota.

Parcel 2

The North 100 feet of Lots 1 and 2, and the North 100 feet of the East 18 feet of Lot 3, all in Block 10, McClelland's Addition to the Town, now City, of Fairbault, Rice County, Minnesota.

PROPOSED PROPERTY DESCRIPTION

Lot 1, Block 1, JASY FIRST ADDITION, Rice County, Minnesota.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: August 26, 2025
SUBJECT: Resolution 2025-208 Declaring the Official Intent of the City to Reimburse Certain Expenditures From the Proceeds of Bonds Issued by the City

Background:

The City Council has discussed borrowing funds for the second phase of Viaduct Park for many months, including current conversations as part of the 2026 budget process. The tax abatement bond will not be pursued until 2026, but there are expenses that will need to occur before borrowing, like the engineering/architecture to get a design out to bid. The attached resolution authorizes the City to incur expenses as part of the second phase of Viaduct Park and reimburse those costs with the bond proceeds once borrowed. If the Council chooses not to borrow any funds, but costs have been incurred, the City will have to utilize other funds to cover those expenses.

Recommendation:

To approve Resolution 2025-208

Attachments:

1. DOCSOPEN-#1044151-v2-City_of_Faribault_Reimbursement_Resolution_8_26_25

EXTRACT OF MINUTES OF MEETING
OF THE CITY COUNCIL OF THE
CITY OF FARIBAULT
RICE COUNTY, MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Faribault, Rice County, Minnesota, was duly held in the City Hall on August 26, 2025, commencing at 6:00 o'clock p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution, and moved its adoption:

RESOLUTION NO. 2025-208

RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF BONDS ISSUED BY THE CITY

BE IT RESOLVED By the City Council of City of Faribault, Rice County, Minnesota (the “City”) as follows:

1. Background. It is hereby determined that:

(a) The Internal Revenue Service has issued Treasury Regulation § 1.150-2 (the “Reimbursement Regulations”) providing that proceeds of tax-exempt bonds allocated to reimburse expenditures originally paid from a source other than the tax-exempt bonds will not be deemed expended unless certain requirements are met.

(b) The City expects to incur certain expenditures that may be financed temporarily from sources other than tax-exempt bonds and reimbursed from the proceeds of tax-exempt bonds.

(c) The City has determined to make this declaration of official intent (the “Declaration”) to reimburse certain costs from proceeds of bonds in accordance with the Reimbursement Regulations.

2. Declaration of Intent. The City proposes to issue general obligation bonds (the “Bonds”) to provide funds for the construction of capital improvements in the City, including the design and construction of the Viaduct Park project (the “Project”), and related financing costs. The City reasonably expects to reimburse original expenditures made for certain costs of the Project from the proceeds of the Bonds in an estimated maximum principal amount of \$3,600,000. All reimbursed expenditures will be capital expenditures, costs of issuance of the Bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

3. Declaration Made Not Later Than 60 Days. This Declaration has been made not later than 60 days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of the Bonds, except for the following expenditures: (a) costs of issuance of the Bonds; (b) costs in an amount not in excess of \$100,000 or five (5) percent of the proceeds of the Bonds; or (c) “preliminary expenditures” up to an amount not in excess of 20 percent of the aggregate issue price of the Bonds that finance or are reasonably expected by the City to finance the Project for which the preliminary expenditures were incurred. The term “preliminary expenditures” includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

4. Reasonable Expectations. This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the Bonds described in Section 2, above, are consistent with the City's budgetary and financial circumstances. No sources other than proceeds of the Bonds to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City's budget or financial policies to pay such original expenditures.

5. Official Intent. This resolution is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

(The remainder of this page is intentionally left blank.)

The motion for the adoption of the foregoing resolution was duly seconded by _____, and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
)
COUNTY OF RICE) ss.
)
CITY OF FARIBAULT)

I, the undersigned, being the duly qualified City Administrator of the City of Faribault, Rice County, Minnesota (the “City), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on the date specified above, with the original minutes on file in my office and the extract is a full, true, and correct copy of the minutes insofar as they relate to a Resolution Declaring the Official Intent of the City to Reimburse Certain Expenditures from the Proceeds of Bonds Issued by the City.

WITNESS My hand officially as such City Administrator this _____ day of August, 2025.

City Administrator
City of Faribault, 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: August 26, 2025
SUBJECT: Resolution 2025-216 Adopt Position Concerning
Proposed Rice County Amendment to URI Zoning
District

Background:

On July 24, 2025, City Staff received a notice from Rice County regarding a proposed change to their zoning district called Urban Reserve Industrial to allow solar developments as an interim use. After reviewing the request, City Staff wrote a letter stating concerns with the request. On August 22, 2025, City Staff received a second notice of the proposed change, which was modified following a discussion between City Staff and the applicant. The amendment did not significantly change the request.

The Rice County Comprehensive Plan Future Land Use Map and Rice County Zoning Map identify and zone a sizeable expanse of area on the north and southwest sides of Faribault for expansion of industrial uses and businesses. This designation in the Comprehensive Plan and zoning district on the zoning map only exists around Faribault, near to places where the City either has an established industrial park (on the north side) or identified future industrial park south of Highway 60 on the other side of I-35 (identified in the City's Comprehensive Plan and recently adopted Highway 60 Master Plan). The request directly impacts the City's ability to market and grow its industrial sector as solar development occupies a property for a significant amount of time and may cause unsustainable infrastructure improvements and extensions due to leapfrog development.

City Staff prepared a letter to Rice County on behalf of the City Council, to be signed by the Mayor if this item is approved.

Recommendation:

Approve Resolution 2025-216

Attachments:

1. Resolution 2025-216 Adopt Position Concerning Proposed Rice County Amendment to URI Zoning District

CITY OF FARIBAULT

RESOLUTION #2025-XXX

ADOPT POSITION CONCERNING RICE COUNTY AMENDMENT TO URI ZONING DISTRICT

WHEREAS, the David Watts of US Solar on behalf of the DeGrood family proposed an amendment to Rice County's Urban Reserve Industrial (URI) zoning district to allow solar farms to be allowed by interim use permit; and

WHEREAS, Rice County staff shared the request with the City of Faribault; and

WHEREAS, City Staff reviewed the request and shared significant concerns with the request; and

WHEREAS, the request directly impacts the City of Faribault as URI is found in areas designated by the City as potential areas of annexation and industrial development, consistent with the City's Comprehensive Plan and Highway 60 Master Plan; and

WHEREAS, solar development occupies a property for a significant amount of time and may cause unsustainable infrastructure improvements and extensions due to leapfrog development; and

WHEREAS, City Staff drafted a letter, Exhibit A, on behalf of City Council to be signed by the Mayor consistent with this Resolution.

(Remainder of page intentionally left blank)

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council has strong concerns regarding the proposed Rice County amendment to the URI zoning district that would allow solar development through interim use and encourages Rice County to refrain from passing the amendment.

Date Adopted: August 26, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A

LETTER OF CONCERN TO RICE COUNTY

(insert letter after this page)



August 26, 2025

Rice County
320 3rd St NW
Faribault, MN 55021

RE: Zoning Amendment Application Solar in Urban Reserve Industrial

Dear Rice County Planning Commissioners:

I am contacting you on behalf of the Faribault City Council, stating that the City of Faribault has strong and numerous concerns with the requested code amendment proposed for the Urban Reserve Industrial zoning district in Rice County to permit solar as an interim use.

On July 24, 2025, Jeremy Edwards with Rice County Environmental Services contacted the City of Faribault about the potential code amendment. After reviewing the request and reading through both the Rice County and City of Faribault Comprehensive Plans, the purpose statement of the Urban Reserve Industrial zoning district, and reviewing the Rice County zoning map, city staff wrote a letter stating strong and numerous concerns with the proposed ordinance amendment. The amendment's representative, David Watts from US Solar, met with city staff on August 13, 2025 to discuss city staff's concerns with the proposal.

On August 22, 2025, Jeremy Edwards shared an updated request with the City of Faribault, which included possible tools to curb solar development in ideal development locations: prohibiting solar farm development in topographically flat areas, a remaining/leftover minimum lot size, and increased setbacks from certain roads. The updated request reads that the applicant development team requests only to move forward with larger setbacks from certain roads.

As stated in the previous letter, the Rice County Comprehensive Plan Future Land Use Map and Rice County Zoning Map identify and zone a sizeable expanse of area on the north and southwest sides of Faribault for expansion of industrial uses and businesses. This designation in the Comprehensive Plan and zoning district on the zoning map only exists around Faribault, near to places where the City either has an established industrial park (on the north side) or identified future industrial park south of Highway 60 on the other side of I-35 (identified in the City's Comprehensive Plan and recently adopted Highway 60 Master Plan).

While renewable energy by solar is a great investment for the environment and energy independence from fossil fuels, solar farms require significant electrical utility investment and take up a considerable amount of land area for anywhere from 20 to 40 years. This land area is often flat, prime land for industrial development, which is why the City's and Rice County's comprehensive plans align on designating the north and southwest sides of Faribault for industrial development. Uncoordinated and patchwork large solar systems may lead to leapfrog development from industrial uses searching for an appropriate amount of space for their operations—putting urban development farther into rural areas and directly conflicting with Rice County Comprehensive Plan's goals for preserving and protecting farmland. The county as a whole may lose out on attracting key businesses if the land isn't available or too costly to service due to infrastructure improvements and extensions. The electrical investments made for a solar farm are of further concern to the City, since abandoning the electrical infrastructure after 20 years seems inefficient. Any leasing of land or interim use permit may be extended for another few decades and new solar panels installed to take advantage of the previously laid infrastructure instead of relocating elsewhere.

While the City appreciates the applicant's representative making suggestions for tools on curbing solar growth, we have concerns over the tools described and their proposed setback. The request does not detail a setback amount and potentially results in inadequate lot areas for industrial development, which typically take up many acres and have large buildings setback from the road to facilitate safety or operational support areas. The other tools don't propose amounts or methods for determining compliance, and requiring a minimum remaining amount of lot size to develop doesn't change or avoid uncoordinated, checkerboard development of solar between various companies, operators, and landowners.

The Faribault City Council strongly requests Rice County to reconsider allowing solar as a use in Urban Reserve Industrial zoned areas, which primarily impact and potentially constrict areas of identified industrial growth for Faribault.

The Faribault City Council does recognize that the City has no jurisdiction over Rice County's ordinances and humbly respects your decision on this item. If the amendment does continue through and solar may become an allowed use by interim use permit or other means, the City strongly suggests that Rice County consider some restrictions on solar farm placement: proximity to substations and major power lines. The idea is that limiting the scope of locations available for solar would minimize the risk of impeding future industrial development in Urban Reserve Industrial areas.

Thank you, and if you have any questions, please do not hesitate to contact me.

Sincerely,

Thomas J. Spooner
Mayor
507-384-0567
tspooner@faribaultmn.gov