



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

**TUESDAY, SEPTEMBER 9,
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 26, 2025 City Council Meeting and the August 26, 2025 Special City Council Meeting - Closed Session**
 - A. Approve minutes of the August 26, 2025 City Council Meeting and the August 26, 2025 Special City Council Meeting - Closed Session
- 5. Requests to be Heard**
- 6. Consent Agenda**
 - A. List of Claims for Release
 - B. Resolution 2025-217 Approve Hiring of Recreation Program Coordinator
 - C. Approve 2025-2026 School Resource Officer (SRO) Contract
 - D. Resolution 2025-219 Approve Lease Agreement with Rice County for Antenna Space
 - E. Resolution 2025-214 Declare Public Works Equipment Surplus Property
 - F. Resolution 2025-220 Authorize Execution of Minnesota Department of Transportation Grant Agreement No. 1060311 for Airport Maintenance and Operation
 - G. Resolution 2025-225 Amend the 2025 Adopted Budget for the Purchase of Police Equipment with Public Safety Aid Funds
 - H. Resolution 2025-223 Approve Street Closures for Bethlehem Academy Homecoming Parade
 - I. Resolution 2025-226 Approve Street Closure for 3rd & Long on 3rd Street
 - J. Resolution 2025-224 Amend the 2025 Adopted Budget for Water Reclamation Facility Improvements
 - K. Approve Task Order No. 15 with Foth for Airport Pavement Rehabilitation Project
 - L. Resolution 2025-228 Amend the 2025 Adopted Budget
 - M. Resolution 2025-229 Approve L.E.L.S. Patrol CBA 2026 Labor Agreement
- 7. Public Hearings – None**
- 8. Items for Discussion**
 - A. V and B Vinar Subdivision/1500 Lyndale Ave N - Preliminary Plat; Final Plat
 1. Resolution 2025-221 Approve the Preliminary and Final Plats for V and B Vinar Subdivision
 2. Resolution 2025-222 Approve a Development Agreement for V and B Vinar Subdivision
 - B. Ordinance 2025-12 Approve a Zoning Text Amendment to Chapter 3 Nonconformities (First Reading)

- C. Resolution 2025-227 Approve Purchase Agreement and Accept Real Estate from Rice County
- D. Resolution 2025-215 Approve Agreement for Legal Services with Kennedy & Graven
- E. Resolution 2025-218 Approve Agreement for Prosecution and Legal Services with Eckberg Lammers
- F. Ordinance 2025-13 Granting to Northern States Power Company, A Minnesota Corporation, Its Successors and Assigns, Permission to Construct, Operate, Repair, and Maintain IN the City of Faribault, Minnesota, an Electric Distribution System and Transmission Lines, Including Necessary Poles, Lines, Fixtures, and Appurtenances, for the Furnishing of Electric Energy to the City, Its Inhabitants, and Others, and to Use the Public Grounds and Public Ways of the City for Such Purposes (First Reading)
- G. Ordinance 2025-14 Granting to Northern States Power Company, A Minnesota Corporation, Its Successors and Assigns, Permission to Erect a Gas Distribution System for the Purposes of Constructing, Operating, Repairing and Maintaining in the City of Faribault, Minnesota, the Necessary Gas Pipes, Mains and Appurtenances for the Transmission or Distribution of Gas to the City and Its Inhabitants and Others and Transmitting Gas Into and Through the City and To Use the Public Grounds and Public Ways of the City For Such Purposes (First Reading)

9. Bids - None

10. Boards and Commissions Reports, Announcements and Project Updates

11. Adjournment

(The Council may meet as a group for dinner)

NOTE:

 Closed Captioning of Council meetings available on FCTV.

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

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

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



CITY COUNCIL MINUTES

COUNCIL CHAMBERS

TUESDAY, AUGUST 26,
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, John Rowan and Peter van Sluis and Chuck Thiele. Councilors Adama Doumbouya and Royal Ross were not in attendance. Also in attendance were City Administrator Jessica Kinser, City Clerk Heather Slechta, Community and Economic Development Director David Wanberg, Police Chief John Sherwin, City Engineer Mark DuChene, Human Resources Director Kevin Bushard, Parks and Recreation Director Rochelle Anderholm-Parsch, Fire and Code Services Director Dusty Dienst, Public Works Director Travis Block, Planning Manager Harry Davis, and City Attorney Scott Riggs.

Approve Agenda

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

Presentations/Introductions – None

Approve minutes of the August 12, 2025 City Council Meeting

Motion by Thiele, seconded by Barnes to approve the Minutes of the August 12, 2025, City Council Meeting and carried unanimously.

Requests to be Heard - None

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

Councilor Barnes stated that there is a typo in the memos for Items M and N. The typo did not affect the attached resolutions as the correct amount was stated in the resolutions.

Motion by Barnes, seconded by Rowan to approve Consent Agneda items A-N and carried unanimously.

Public Hearings

Resolution 2025-209 Approve a Redevelopment Plan for HENRY M RICE SQUARE Pursuant to Minn. Stat. § 469.028

Community and Economic Development Director David Wanberg explained that the City Council has 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 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:

- 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.
- 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.
- 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.

Resolution 2025-209 approves the Redevelopment Plan based on the above findings. Wanberg noted that 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.

Motion by van Sluis, seconded by Rowan to open the public hearing and carried unanimously. The public hearing was opened at 6:05 pm.

There were no comments received from the public.

Motion by van Sluis, seconded by Rowan to close the public hearing and carried unanimously. The public hearing was closed at 6:05 pm.

Motion by Thiele, seconded by Barnes to approve Resolution 2025-209 Approve a Redevelopment Plan for HENRY M RICE SQUARE Pursuant to Minn. Stat. § 469.028 and carried unanimously.

Items for Discussion

Hofmeister/South of Frederiksen Dr - Comprehensive Plan Amendment; Zoning Map Amendment; Preliminary Plat; Final Plat; Ordinance 2025-9 Approve Rezoning Property on the Southside of Frederiksen Dr to R-3 (Second Reading); Approve Summary Publication of Ordinance 2025-9; Resolution 2025-206 Approve a Development Agreement for Hofmeister Fourth Addition

Planning Manager Harry Davis Ordinance stated that 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. A second reading of the ordinance is required for approval. In addition to the ordinance, staff proposed a developer's agreement to be approved by resolution. The developer's agreement is associated with the final plat.

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

Roll Call:

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

Nay:

Motion carried 5:0

Motion by Rowan, seconded by Thiel to approve Summary Publication of Ordinance 2025-9 and carried unanimously.

Motion by Thiele, seconded by van Sluis to approve Resolution 2025-206 Approve a Development Agreement for Hofmeister Fourth Addition and carried unanimously.

Rice County/128 3rd St NW - Comprehensive Plan Amendment; Zoning Map Amendment; Preliminary Plat; Final Plat; Ordinance 2025-10 Approve Rezoning Property at the Corner of 4th St NW and 2nd Ave NW to CBD (Second Reading); Approve Summary Publication of Ordinance

2025-10; Resolution 2025-204 Approve a Development Agreement for Henry M Rice Square

Planning Manager Harry Davis stated that 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. A second reading of the ordinance is required for approval. In addition to the ordinance, staff proposed a developer's agreement to be approved by resolution. The developer's agreement is associated with the final plat.

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

Roll Call Vote:

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

Nay:

Motion carried 5:0

Motion by van Sluis, seconded by Rowan to Approve Summary Publication of Ordinance 2025-10 and carried unanimously.

Motion by Thiele, seconded by Barnes to approve Resolution 2025-204 Approve a Development Agreement for Henry M Rice Square and carried unanimously.

Ordinance 2025-11 Approve a Zoning Text Amendment to Accessory Structure Requirements (Second Reading) and Approve Summary Publication of Ordinance 2025-11

Planning Manager Harry Davis stated that 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.

Motion by Thiele, seconded by van Sluis to approve Ordinance 2025-11 Approve a Zoning Text Amendment to Accessory Structure Requirements (Second Reading).

Roll Call Vote:

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

Nay:

Motion carried 5:0

Motion by Barnes, seconded by van Sluis to Approve Summary Publication of Ordinance 2025-11 and carried unanimously.

Resolution 2025-207 Approve the Preliminary Plat for Jasy First Addition

Planning Manager Harry Davis stated that Nate Snyder on behalf of Lampert Yards, Inc. requested 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 Snyder wishes to adapt the property to 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. During the Planning Commission public hearing on August 18, 2025, the Planning Commission unanimously recommended approval of the project to City Council.

Motion by van Sluis, seconded by Barnes to approve Resolution 2025-207 Approve the Preliminary Plat for Jasy First Addition and carried unanimously.

Resolution 2025-208 Declaring the Official Intent of the City to Reimburse Certain Expenditures From the Proceeds of Bonds Issued by the City

City Administrator Jessica Kinser explained that 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.

Motion by Barnes, seconded by Thiele to approve Resolution 2025-208 Declaring the Official Intent of the City to Reimburse Certain Expenditures From the Proceeds of Bonds Issued by the City and carried unanimously.

Resolution 2025-216 Adopt Position Concerning Proposed Rice County Amendment to URI Zoning District

Planning Manager Harry Davis explained that 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 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.

Through some discussion, it was the consensus of the Council to request that Rice County not move forward with this designation. Davis will send a letter to Rice County on behalf of the Mayor and Council stating our position on the Rice County Amendment to URI Zoning District.

Motion by Thiele, seconded by van Sluis to approve Resolution 2025-216 Adopt Position Concerning Proposed Rice County Amendment to URI Zoning District and carried unanimously.

Bids - None

Boards and Commissions Reports, Announcements and Project Updates

Councilor Barnes stated that Partners for Pollinators will be hosting an event at Faribault Mill on September 6, 2025, the Mill will also be giving tours. Councilor Theile mentioned that the Taste of Faribault is coming soon. Mayor Spooner stated that he will not be at the Council Work Session next week.

Adjournment

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

The meeting was adjourned at 6:24 pm.

Respectfully Submitted,

Heather Slechta
City Clerk



SPECIAL CITY COUNCIL MINUTES

PUBLIC MEETING ROOM

TUESDAY, AUGUST 26, 2025

The Special meeting of the City Council was called to order by Mayor Thomas Spooner at 6:29 pm. Councilors in attendance included Mandy Barnes, John Rowan, Peter van Sluis, Chuck Thiele. Also in attendance were City Administrator Jessica Kinser, Human Resources Director Kevin Bushard and City Attorney Scott Riggs.

Mayor Spooner requested a motion to go into closed session pursuant to Minnesota Statutes, section 13D.03 regarding the following, to conduct a closed session to consider strategies for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiations proposals, conducted pursuant to Minnesota Statutes Sections 179A.01 - 179A.025.

The need for confidentiality outweighs the purposes of the open meeting law because the city council, city staff and the city attorney intend to candidly discuss the City's potential strategies, negotiation positions, and its options related to labor negotiations.

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

The meeting was closed at 6:31 pm.

Motion by Rowan, seconded by Barnes to open the Special City Council meeting and carried unanimously.

The meeting was opened at 7:06 pm.

Adjournment

Motion by Barnes, seconded by Theile to adjourn the meeting and carried unanimously.

Meeting adjourned at 7:06 pm.

Respectfully Submitted,

Jessica L. Kinser
City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kindra Papenfus, Finance Director
MEETING DATE: September 9, 2025
SUBJECT: List of Claims for Release

Background:

The current list of open claims totaling \$2,952,345.60 for 312 invoices is attached, including details of the department, funding source and amount for each vendor and invoice.

Recommendation:

Approve List of Claims for Release

Attachments:

1. 091025FF

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 091025FF 09/10/2025

DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10676	2U Entertainment LLC		0000		EFT	06/13/2025	0000349			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Youth 42010			Youth	Supplies			695.00		
								695.00		
							CHECK TOTAL	695.00		
10044	Ag Partners Coop		0002		EFT	09/11/2025	1307042			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42160			P&Tmaint	Chem&Prod			310.32		
								310.32		
							CHECK TOTAL	310.32		
10681	Amazon Capital Servic		0000		EFT	09/13/2025	1WYT-WDKV-93KX			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Youth 42010			Youth	Supplies			44.30		
								44.30		
10681	Amazon Capital Servic		0000		EFT	09/14/2025	1DYH-QQFW-JLGH			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Fac 42010			CC Fac	Supplies			59.02		
								59.02		
10681	Amazon Capital Servic		0000		EFT	09/17/2025	16Q1-GJFN-HTGL			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire 42210			Fire	VehEqParts			52.95		
								52.95		
10681	Amazon Capital Servic		0000		EFT	09/17/2025	16GV-PWHV-J6JH			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Youth 42010			Youth	Supplies			37.79		
								37.79		
10681	Amazon Capital Servic		0000		EFT	09/18/2025	16GV-PWHV-N9F9			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fin 42010			Finance	Supplies			474.51		
								474.51		
10681	Amazon Capital Servic		0000		EFT	09/20/2025	11Y3-Y9PD-K6MT			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42190			Library	Books			50.65		
								50.65		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 091025FF 09/10/2025

DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100				Cash						
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10681	Amazon Capital Servic		0000		EFT	09/20/2025	1GW4-CC7F-HDJD			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42410		Police	MinorEquip			21.98	21.98		
10681	Amazon Capital Servic		0000		EFT	09/20/2025	1QWP-TYWH-HQP6			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CEDAdmin42010		CED Admin	Supplies			23.99	23.99		
10681	Amazon Capital Servic		0000		EFT	09/19/2025	1NN4-MKJM-C9X9			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrSign 42010		Sign Sig	Supplies			38.96	38.96		
10681	Amazon Capital Servic		0000		EFT	09/19/2025	1GW4-CC7F-76G6			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fin 42010		Finance	Supplies			59.49	59.49		
10681	Amazon Capital Servic		0000		EFT	09/24/2025	19XV-L9N1-1RQC			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42010		Library	Supplies			32.10	32.10		
10681	Amazon Capital Servic		0000		EFT	09/25/2025	1M6F-VF1Y-4R1X			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42190		Library	Books			12.99	12.99		
10681	Amazon Capital Servic		0000		EFT	09/26/2025	1JWL-VKLR-D7XK			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Airport 42010		Airport	Supplies			10.97			
	2 PW Fac 42010		PW Fac	Supplies			125.05	136.02		
10681	Amazon Capital Servic		0000		EFT	09/28/2025	1X94-W33X-J9NF			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 IT 42010		IT	Supplies			38.44			
	2 Police 42010		Police	Supplies			17.00	55.44		
10681	Amazon Capital Servic		0000		EFT	09/28/2025	14CL-NPTJ-77HK			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42010		Police	Supplies			3.49	3.49		

Report generated: 09/05/2025 09:08:21
 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 091025FF 09/10/2025

DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
					CHECK TOTAL	1,103.68				
10311 American Red Cross	0000		INV	09/12/2025	22951176					
ACCOUNT DETAIL					LINE AMOUNT					
1 Youth 42010		Youth	Supplies			280.00				
									280.00	
10311 American Red Cross	0000		INV	09/26/2025	22976861					
ACCOUNT DETAIL					LINE AMOUNT					
1 Adult 42010		Adult	Supplies			40.00				
									40.00	
					CHECK TOTAL	320.00				
10686 Ampion PBC	0000		INV	10/01/2025	2025090002262625					
ACCOUNT DETAIL					LINE AMOUNT					
1 Fire Fac 43810		Fire Fac	Elec Util			1,363.19				
2 Lib Fac 43810		Lib Fac	Elec Util			2,267.42				
3 Parks 43810		P&Tmaint	Elec Util			1,482.72				
4 PW Fac 43810		PW Fac	Elec Util			13.60				
5 Soccer 43810		SoccerComp	Elec Util			153.39				
6 Storm 43810		Storm Wtr	Elec Util			0.20				
7 StrLight 43810		StrLight	Elec Util			1,413.76				
8 StrSign 43810		Sign Sig	Elec Util			500.16				
9 SwrColl 43810		Sewer Coll	Elec Util			233.01				
11 Water 43810		Water	Elec Util			9,444.40				
12 Wshngtn 43810		Wshngtn	Elec Util			812.02				
									17,683.87	
10686 Ampion PBC	0000		INV	10/01/2025	2025090002262793					
ACCOUNT DETAIL					LINE AMOUNT					
1 StrSign 43810		Sign Sig	Elec Util			45.41				
									45.41	
					CHECK TOTAL	17,729.28				
10245 APG Media of Southern	0001		EFT	09/04/2025	1060642					
ACCOUNT DETAIL					LINE AMOUNT					
1 CEDAdmin43510		CED Admin	LegalPubng			247.50				
									247.50	

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 091025FF 09/10/2025

DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10245	APG Media of Southern	0001		EFT	09/06/2025	1060772				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Planning 43510		P & Z	LegalPubng		61.88				
							61.88			
10245	APG Media of Southern	0001		EFT	09/15/2025	1061627				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Council 43510		Council	LegalPubng		75.63				
							75.63			
10245	APG Media of Southern	0001		EFT	09/20/2025	1062281				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Planning 43510		P & Z	LegalPubng		110.00				
							110.00			
10245	APG Media of Southern	0001		EFT	09/22/2025	1062974				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Council 43510		Council	LegalPubng		226.88				
							226.88			
10245	APG Media of Southern	0001		EFT	09/29/2025	1063996				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Council 43510		Council	LegalPubng		68.75				
							68.75			
10245	APG Media of Southern	0001		EFT	09/27/2025	1063871				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Planning 43510		P & Z	LegalPubng		55.00				
							55.00			
10245	APG Media of Southern	0001		EFT	09/27/2025	1063872				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Planning 43510		P & Z	LegalPubng		48.13				
							48.13			
						CHECK TOTAL	893.77			
10278	Arrow Electric LLC	0000		EFT	09/21/2025	3362				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrLight 43090		StrLight	ProfSrv		367.50				
							367.50			
10278	Arrow Electric LLC	0000		EFT	09/21/2025	3368				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrLight 43090		StrLight	ProfSrv		532.35				
							532.35			

Report generated: 09/05/2025 09:08:21
 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 091025FF 09/10/2025

DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10278	Arrow Electric LLC	0000		EFT	09/21/2025	3369					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Pol Fac 44010		Pol Fac	Bldg Maint		538.44					
							538.44				
10278	Arrow Electric LLC	0000		EFT	09/21/2025	3370					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Pol Fac 44010		Pol Fac	Bldg Maint		278.70					
							278.70				
10278	Arrow Electric LLC	0000		EFT	09/21/2025	3371					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CH Fac 44010		CH Maint	Bldg Maint		160.00					
							160.00				
10278	Arrow Electric LLC	0000		EFT	09/21/2025	3372					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrLight 43090		StrLight	ProfSrv		120.00					
							120.00				
10278	Arrow Electric LLC	0000		EFT	09/21/2025	3373					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrColl 43090		Sewer Coll	ProfSrv		320.00					
							320.00				
10278	Arrow Electric LLC	0000		EFT	09/23/2025	3380					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 45200		Water	BldgImprov		4,788.99					
							4,788.99				
10278	Arrow Electric LLC	0000		EFT	09/23/2025	3377					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 43090		SewerReclm	ProfSrv		4,719.54					
							4,719.54				
10278	Arrow Electric LLC	0000		EFT	10/01/2025	3383					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 44010		P&Tmaint	Bldg Maint		603.76					
							603.76				
						CHECK TOTAL	12,429.28				
10316	Auto Value Parts Stor	0000		EFT	08/23/2025	48220576					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CH Fac 44040		CH Maint	MachEqRpr		6.98					
							6.98				

Report generated: 09/05/2025 09:08:21
 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 091025FF 09/10/2025

DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100				Cash							
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10316	Auto Value Parts Stor			0000		EFT	09/06/2025	48220997			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 Parks	42210			P&Tmaint	VehEqParts			8.82		
									8.82		
10316	Auto Value Parts Stor			0000		EFT	09/06/2025	48220989			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 Parks	42010			P&Tmaint	Supplies			25.98		
									25.98		
10316	Auto Value Parts Stor			0000		EFT	09/12/2025	48221161			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 Parks	42210			P&Tmaint	VehEqParts			15.98		
									15.98		
10316	Auto Value Parts Stor			0000		EFT	09/13/2025	48221197			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 Storm	42210			Storm Wtr	VehEqParts			169.99		
									169.99		
10316	Auto Value Parts Stor			0000		EFT	09/10/2025	48221100			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 StrMaint	42210			StrMaint	VehEqParts			110.31		
									110.31		
10316	Auto Value Parts Stor			0000		EFT	09/10/2025	48221080			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 StrMaint	42210			StrMaint	VehEqParts			51.50		
									51.50		
10316	Auto Value Parts Stor			0000		EFT	09/18/2025	48221336			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 StrMaint	42210			StrMaint	VehEqParts			17.98		
									17.98		
10316	Auto Value Parts Stor			0000		EFT	09/17/2025	48221282			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 StrMaint	42210			StrMaint	VehEqParts			11.98		
									11.98		
10316	Auto Value Parts Stor			0000		EFT	09/17/2025	48221283			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 EqMaint	42410			EqMaint	MinorEquip			15.99		
									15.99		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 091025FF 09/10/2025

DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10316	Auto Value Parts Stor	0000		EFT	09/18/2025	48221311				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 42010		EqMaint	Supplies			13.26			
							13.26			
10316	Auto Value Parts Stor	0000		EFT	09/18/2025	48221315				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrColl 42210		Sewer Coll	VehEqParts			4.99			
							4.99			
10316	Auto Value Parts Stor	0000		EFT	09/18/2025	48221314				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrColl 42210		Sewer Coll	VehEqParts			34.99			
							34.99			
						CHECK TOTAL	488.75			
10038	B & N Enterprises LLC	0000		EFT	09/20/2025	IBE-0821-05450				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Engineer 42210		Engineer	VehEqParts			50.00			
							50.00			
						CHECK TOTAL	50.00			
10332	Baker & Taylor Entert	0000		INV	09/14/2025	2039237958				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books			383.03			
							383.03			
10332	Baker & Taylor Entert	0000		INV	09/13/2025	2039235301				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books			362.56			
							362.56			
10332	Baker & Taylor Entert	0000		INV	09/12/2025	2039232930				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books			311.25			
							311.25			
10332	Baker & Taylor Entert	0000		INV	09/10/2025	2039225619				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books			210.41			
							210.41			

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 091025FF 09/10/2025
DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100				Cash						
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10332	Baker & Taylor Entert		0000		INV	09/11/2025	2039229332			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library	42190		Library	Books			106.51		
								106.51		
10332	Baker & Taylor Entert		0000		INV	09/11/2025	2039229331			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library	42190		Library	Books			836.53		
								836.53		
10332	Baker & Taylor Entert		0000		INV	09/10/2025	2039226963			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library	42190		Library	Books			65.08		
								65.08		
10332	Baker & Taylor Entert		0000		INV	09/10/2025	2039226962			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library	42190		Library	Books			183.06		
								183.06		
10332	Baker & Taylor Entert		0000		INV	09/10/2025	2039226961			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library	42190		Library	Books			7.33		
								7.33		
10332	Baker & Taylor Entert		0000		INV	09/19/2025	2039241509			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library	42190		Library	Books			837.72		
								837.72		
10332	Baker & Taylor Entert		0000		INV	09/17/2025	2039243953			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library	42190		Library	Books			43.20		
								43.20		
							CHECK TOTAL	3,346.68		
11135	Barr Engineering Co		0000	51	EFT	09/21/2025	23661050.00 - 7			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Storm	45300		Storm Wtr	Impr Other			5,133.50		
								5,133.50		
							CHECK TOTAL	5,133.50		

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Detail Invoice List

CHECK RUN: 091025FF 09/10/2025

DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10342	Ryan Bauer	0000		INV	09/17/2025	5769				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Aquatic 44010		AquaticCtr	Bldg Maint		193.68				193.68
10342	Ryan Bauer	0000		INV	09/17/2025	5770				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Aquatic 44010		AquaticCtr	Bldg Maint		159.59				159.59
10342	Ryan Bauer	0000		INV	09/17/2025	5771				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 44010		P&Tmaint	Bldg Maint		499.72				499.72
10342	Ryan Bauer	0000		INV	09/17/2025	5772				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Aquatic 44010		AquaticCtr	Bldg Maint		297.17				297.17
10342	Ryan Bauer	0000		INV	09/17/2025	5773				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Aquatic 44010		AquaticCtr	Bldg Maint		285.62				285.62
10342	Ryan Bauer	0000		INV	09/17/2025	5774				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Aquatic 44010		AquaticCtr	Bldg Maint		274.04				274.04
10342	Ryan Bauer	0000		INV	09/17/2025	5775				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 44010		Water	Bldg Maint		305.18				305.18
10342	Ryan Bauer	0000		INV	09/17/2025	5776				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Aquatic 44010		AquaticCtr	Bldg Maint		145.00				145.00
10342	Ryan Bauer	0000		INV	09/17/2025	5777				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Wshngtn 44010		Wshngtn	Bldg Maint		119.18				119.18

City of Faribault



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Detail Invoice List

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DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10342	Ryan Bauer	0000		INV	09/17/2025	5778				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Aquatic 44010		AquaticCtr	Bldg Maint		294.59				
							294.59			
10342	Ryan Bauer	0000	111	INV	09/28/2025	5793				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 PW Fac 44010		PW Fac	Bldg Maint		18,978.00				
							18,978.00			
						CHECK TOTAL	21,551.77			
10335	BCM Construction Inc	0000	72	EFT	07/02/2025	Pay App 6				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrImp 45300		Street Imp	Impr Other		79,924.45				
							79,924.45			
						CHECK TOTAL	79,924.45			
10041	Bergan KDV	0000		EFT	08/30/2025	1263751				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 HRA 43010		Frblt HRA	AuditSrv		5,775.00				
	2 Fin 43010		Finance	AuditSrv		1,725.00				
							7,500.00			
10041	Bergan KDV	0000		EFT	09/29/2025	1266402				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fin 43010		Finance	AuditSrv		22,000.00				
							22,000.00			
						CHECK TOTAL	29,500.00			
10221	BG Minnesota Inc	0000		EFT	09/10/2025	PI0068590				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42120		P&Tmaint	Motor Fuel		184.40				
							184.40			
10221	BG Minnesota Inc	0000		EFT	09/24/2025	PI0068768				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42120		P&Tmaint	Motor Fuel		184.40				
							184.40			
						CHECK TOTAL	368.80			

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
10031	BHE Renewables		0000		EFT	09/29/2025	12210334			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	43810		SewerReclm	Elec Util		12,653.03			
								12,653.03		
							CHECK TOTAL	12,653.03		
11186	Bituminous Materials		0000	89	INV	08/30/2025	2025-02 Pay Reques			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrImp	45300		Street Imp	Impr Other		429,726.40			
								429,726.40		
							CHECK TOTAL	429,726.40		
10337	Bolton & Menk Inc		0000		EFT	09/18/2025	0370938			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrColl	45300		Sewer Coll	Impr Other		2,416.50			
								2,416.50		
							CHECK TOTAL	2,416.50		
10339	Border States Industr		0000		EFT	09/17/2025	930954080			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	42010		P&Tmaint	Supplies		37.86			
								37.86		
10339	Border States Industr		0000		EFT	09/18/2025	930961931			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	42010		Water	Supplies		613.87			
								613.87		
							CHECK TOTAL	651.73		
10340	Braun Intertec Corpor		0000	90	INV	09/11/2025	B438337			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Storm	45300		Storm Wtr	Impr Other		2,320.00			
								2,320.00		
10340	Braun Intertec Corpor		0000	91	INV	09/11/2025	B438339			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrColl	45300		Sewer Coll	Impr Other		2,805.00			
								2,805.00		
							CHECK TOTAL	5,125.00		

Report generated: 09/05/2025 09:08:21
 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 091025FF 09/10/2025

DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10097	Canon Financial Servi	0000		INV	09/11/2025	41619055					
ACCOUNT DETAIL						LINE AMOUNT					
1	StrMaint	44160	StrMaint	Rents			98.90				
2	Water	44160	Water	Rents			10.29				
3	SwrColl	44160	Sewer Coll	Rents			10.29				
4	Storm	44160	Storm Wtr	Rents			1.47				
							120.95				
						CHECK TOTAL	120.95				
10364	Cemstone Products Co	0000		INV	09/26/2025	7873281					
ACCOUNT DETAIL						LINE AMOUNT					
1	Parks	43090	P&Tmaint	ProfSrv			955.00				
							955.00				
						CHECK TOTAL	955.00				
10260	Cengage Group	0001		INV	09/14/2025	999100811952					
ACCOUNT DETAIL						LINE AMOUNT					
1	Library	42190	Library	Books			20.49				
							20.49				
						CHECK TOTAL	20.49				
10353	Chadderdon Lumber	0000		INV	08/19/2025	216850					
ACCOUNT DETAIL						LINE AMOUNT					
1	Water	42010	Water	Supplies			58.78				
							58.78				
						CHECK TOTAL	58.78				
11193	Charles R Nelson & As	0000	110	INV	09/04/2025	1					
ACCOUNT DETAIL						LINE AMOUNT					
1	Water	45300	Water	Impr Other			1,631.88				
							1,631.88				
						CHECK TOTAL	1,631.88				
10354	Cintas Corporation	0000		EFT	09/14/2025	4240272274					
ACCOUNT DETAIL						LINE AMOUNT					
1	Parks	44060	P&Tmaint	Lndry Srv			36.55				
							36.55				

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 091025FF 09/10/2025

DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10354	Cintas Corporation	0000		EFT	09/14/2025	4240272405				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 44060		SewerReclm	Lndry Srvc		44.87				
							44.87			
10354	Cintas Corporation	0000		EFT	09/14/2025	4240272388				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 44060		SewerReclm	Lndry Srvc		48.44				
							48.44			
10354	Cintas Corporation	0000		EFT	09/21/2025	4241008897				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 44060		P&Tmaint	Lndry Srvc		36.55				
							36.55			
10354	Cintas Corporation	0000		EFT	09/21/2025	4241008944				
	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	09/21/2025	4241008974				
	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	09/21/2025	4241009032				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 PW Fac 42010		PW Fac	Supplies		61.64				
	2 EqMaint 44060		EqMaint	Lndry Srvc		24.40				
							86.04			
10354	Cintas Corporation	0000		EFT	09/21/2025	4241009114				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 44060		SewerReclm	Lndry Srvc		6.43				
							6.43			
10354	Cintas Corporation	0000		EFT	09/21/2025	4241009282				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 44060		SewerReclm	Lndry Srvc		44.87				
							44.87			
						CHECK TOTAL	391.17			

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		
10354	Cintas Corporation	0002		EFT	09/28/2025	4241762478					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 44060		P&Tmaint	Lndry Srvc		36.55				36.55	
10354	Cintas Corporation	0002		EFT	09/28/2025	4241762490					
	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	0002		EFT	09/28/2025	4241762499					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 EqMaint 44060		EqMaint	Lndry Srvc		24.40				24.40	
10354	Cintas Corporation	0002		EFT	09/28/2025	4241762511					
	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	0002		EFT	09/28/2025	4241762841					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 44060		SewerReclm	Lndry Srvc		48.44				48.44	
10354	Cintas Corporation	0002		EFT	09/28/2025	4241762908					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 44060		SewerReclm	Lndry Srvc		44.87				44.87	
	CHECK TOTAL						241.68				
10713	City of Faribault	0000		INV	07/30/2025	1292					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 HRA 43090		FrbIt HRA	ProfSrv		38,087.36				38,087.36	
	CHECK TOTAL						38,087.36				
10988	Colonial Life & Accid	0000		INV	09/05/2025	9328					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Treasury 21711		Treasury	LTDPAy		80.00					

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User: Fawn Fuller (FFuller)
Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 091025FF 09/10/2025
DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	80.00		
							80.00		
10357	Community Co-op Oil A	0000		INV	09/19/2025	1745			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Fire 42120		Fire	Motor Fuel			16.00		
							16.00		
10357	Community Co-op Oil A	0000		INV	09/19/2025	159820			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Parks 44040		P&Tmaint	MachEqRpr			38.00		
							38.00		
10357	Community Co-op Oil A	0000		INV	09/25/2025	895873483			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 CC Fac 42120		CC Fac	Motor Fuel			17.20		
							17.20		
10357	Community Co-op Oil A	0000		INV	10/04/2025	628			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 StrMaint 42120		StrMaint	Motor Fuel			8.04		
							8.04		
						CHECK TOTAL	79.24		
10721	Consolidated Communic	0000		INV	09/21/2025	082225			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Water 43250		Water	Other Comm			76.23		
							76.23		
						CHECK TOTAL	76.23		
10359	Crane Creek Asphalt	0000	88	EFT	08/30/2025	2025-03 Pay App 2			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 StrImp 45300		Street Imp	Impr Other			269,041.33		
							269,041.33		
10359	Crane Creek Asphalt	0000		EFT	09/25/2025	4800010999			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 StrMaint 42240		StrMaint	StMaintMat			93.13		
							93.13		

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Detail Invoice List

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DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10359	Crane Creek Asphalt	0000		EFT	09/15/2025	4800010991			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 StrMaint 42240		StrMaint	StMaintMat		600.00			
	2 Water 45200		Water	BldgImprov		2,254.38			
							2,854.38		
						CHECK TOTAL	271,988.84		
10160	Dakota Supply Group	0000		EFT	09/05/2025	S104929540.002			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 42010		SewerReclm	Supplies		206.29			
							206.29		
10160	Dakota Supply Group	0000		EFT	09/05/2025	S104929540.003			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 42010		SewerReclm	Supplies		158.69			
							158.69		
10160	Dakota Supply Group	0000		EFT	09/25/2025	S104935702.001			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Water 42010		Water	Supplies		1,297.51			
							1,297.51		
						CHECK TOTAL	1,662.49		
10380	Dalco	0000		INV	09/07/2025	4410725			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 PW Fac 42010		PW Fac	Supplies		37.24			
							37.24		
						CHECK TOTAL	37.24		
10025	DeZURIK Inc	0000		INV	09/10/2025	INV209874			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Water 42010		Water	Supplies		1,927.24			
							1,927.24		
						CHECK TOTAL	1,927.24		
10241	Digi-Key Corporation	0000		INV	06/29/2025	113120138			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 42210		SewerReclm	VehEqParts		87.22			
							87.22		

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 091025FF 09/10/2025

DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10241	Digi-Key Corporation		0000		INV	01/31/2025	109609180			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	42210		SewerReclm	VehEqParts			131.76		
								131.76		
10241	Digi-Key Corporation		0000		INV	02/02/2025	109311572			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	42210		SewerReclm	VehEqParts			219.58		
								219.58		
10241	Digi-Key Corporation		0000		INV	01/19/2025	109164477			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	42210		SewerReclm	VehEqParts			261.25		
								261.25		
10241	Digi-Key Corporation		0000		INV	01/31/2025	101784488			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	42210		SewerReclm	VehEqParts			180.53		
								180.53		
							CHECK TOTAL	880.34		
10383	Donohue & Associates		0000	67	INV	09/06/2025	14465-13			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	43090		SewerReclm	ProfSrv			7,925.90		
								7,925.90		
							CHECK TOTAL	7,925.90		
10275	E O Johnson Company I		0000		EFT	10/01/2025	40011434			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Admin	44160		CC Admin	Rents			316.27		
								316.27		
							CHECK TOTAL	316.27		

City of Faribault



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Detail Invoice List

CHECK RUN: 091025FF 09/10/2025

DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10395 Ehlers	0001		INV	09/10/2025	102404					
ACCOUNT DETAIL					LINE AMOUNT					
1 TIF6Hsg 43070		6-Hsng	Mgmt Svc		1,333.12					
2 TIFFarm 43070		16-FrmSeed	Mgmt Svc		1,333.12					
3 TIFFarRd 43070		9-FaribRd	Mgmt Svc		1,333.12					
4 TIFHamil 43070		13-Hamilton	Mgmt Svc		1,333.12					
5 TIFLofts 43070		15-Lofts	Mgmt Svc		1,333.13					
6 TIFRvrCh 43070		17-Rvrchs	Mgmt Svc		1,333.13					
7 TIFRvrR 43070		8-RvrRg	Mgmt Svc		1,333.13					
8 TIFStrRv 43070		14-StrRvr	Mgmt Svc		1,333.13					
9 TIFTwin 43070		TIF19TWIN	Mgmt Svc		1,333.13					
10 TIFWilw 43070		18-Willow	Mgmt Svc		1,333.12					
						13,331.25				
CHECK TOTAL						13,331.25				
10738 EleMech Inc.	0000		INV	09/13/2025	21101					
ACCOUNT DETAIL					LINE AMOUNT					
1 Water 43095		Water	SoftwrSupp		1,500.00					
						1,500.00				
CHECK TOTAL						1,500.00				
10410 Faribault Ace Hardwar	0000		INV	09/11/2025	509082/1					
ACCOUNT DETAIL					LINE AMOUNT					
1 Parks 42010		P&Tmaint	Supplies		10.00					
						10.00				
10410 Faribault Ace Hardwar	0000		INV	09/13/2025	509139/1					
ACCOUNT DETAIL					LINE AMOUNT					
1 Parks 42010		P&Tmaint	Supplies		32.99					
						32.99				
10410 Faribault Ace Hardwar	0000		INV	09/13/2025	509142/1					
ACCOUNT DETAIL					LINE AMOUNT					
1 Fire 42010		Fire	Supplies		15.29					
						15.29				
10410 Faribault Ace Hardwar	0000		INV	09/13/2025	509144/1					
ACCOUNT DETAIL					LINE AMOUNT					
1 CC Fac 42010		CC Fac	Supplies		24.49					
						24.49				

City of Faribault



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Detail Invoice List

CHECK RUN: 091025FF 09/10/2025

DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10410	Faribault Ace Hardwar		0000		INV	09/15/2025	509211/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire Fac	42230		Fire Fac	Bldg Supp			34.19		
								34.19		
10410	Faribault Ace Hardwar		0000		INV	09/17/2025	509242/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	42010		SewerReclm	Supplies			16.19		
								16.19		
10410	Faribault Ace Hardwar		0000		INV	09/17/2025	509258/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Engineer	42010		Engineer	Supplies			16.18		
								16.18		
10410	Faribault Ace Hardwar		0000		INV	09/17/2025	509268/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Fac	42010		CC Fac	Supplies			44.06		
								44.06		
10410	Faribault Ace Hardwar		0000		INV	09/17/2025	509274/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire	42010		Fire	Supplies			7.19		
								7.19		
10410	Faribault Ace Hardwar		0000		INV	09/19/2025	509367/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Airport	42010		Airport	Supplies			6.49		
								6.49		
10410	Faribault Ace Hardwar		0000		INV	09/26/2025	509604/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	42160		P&Tmaint	Chem&Prod			161.99		
								161.99		
10410	Faribault Ace Hardwar		0000		INV	09/27/2025	509616/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic	42010		AquaticCtr	Supplies			68.35		
								68.35		
10410	Faribault Ace Hardwar		0000		INV	09/27/2025	509657/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	42010		SewerReclm	Supplies			50.04		
								50.04		

City of Faribault



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CHECK RUN: 091025FF 09/10/2025
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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	09/28/2025	509684/1					
ACCOUNT DETAIL					LINE AMOUNT					
1 Parks 42010		P&Tmaint	Supplies		3.58				3.58	
10410 Faribault Ace Hardwar	0000		INV	09/29/2025	509734/1					
ACCOUNT DETAIL					LINE AMOUNT					
1 SwrRecl 42010		SewerReclm	Supplies		22.29				22.29	
CHECK TOTAL						513.32				
10075 Faribault Fleet Suppl	0000		EFT	09/13/2025	071068					
ACCOUNT DETAIL					LINE AMOUNT					
1 Parks 42410		P&Tmaint	MinorEquip		11.58				11.58	
10075 Faribault Fleet Suppl	0000		EFT	09/20/2025	071263					
ACCOUNT DETAIL					LINE AMOUNT					
1 SwrColl 42010		Sewer Coll	Supplies		13.98				13.98	
10075 Faribault Fleet Suppl	0000		EFT	09/20/2025	071254					
ACCOUNT DETAIL					LINE AMOUNT					
1 EqMaint 42010		EqMaint	Supplies		30.97				30.97	
10075 Faribault Fleet Suppl	0000		EFT	09/19/2025	071241					
ACCOUNT DETAIL					LINE AMOUNT					
1 Storm 42010		Storm Wtr	Supplies		17.98				17.98	
10075 Faribault Fleet Suppl	0000		EFT	09/24/2025	071368					
ACCOUNT DETAIL					LINE AMOUNT					
1 Storm 42010		Storm Wtr	Supplies		29.98				29.98	
10075 Faribault Fleet Suppl	0000		EFT	09/26/2025	071430					
ACCOUNT DETAIL					LINE AMOUNT					
1 StrMaint 42010		StrMaint	Supplies		14.25				14.25	
10075 Faribault Fleet Suppl	0000		EFT	09/27/2025	071474					
ACCOUNT DETAIL					LINE AMOUNT					
1 SwrRecl 42010		SewerReclm	Supplies		28.98				28.98	

Report generated: 09/05/2025 09:08:21
User: Fawn Fuller (FFuller)
Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 091025FF 09/10/2025

DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10075	Faribault Fleet Suppl	0000		EFT	10/02/2025	071572				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Storm 42210		Storm Wtr	VehEqParts		55.99				
							55.99			
10075	Faribault Fleet Suppl	0000		EFT	10/04/2025	75066				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42010		StrMaint	Supplies		19.99				
							19.99			
							CHECK TOTAL			223.70
10413	Faribault Rental Equi	0000		INV	09/25/2025	607824				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Storm 42210		Storm Wtr	VehEqParts		12.49				
							12.49			
							CHECK TOTAL			12.49
10417	Faribo Plumbing & Hea	0000		EFT	09/07/2025	25678				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 43090		P&Tmaint	ProfSrv		800.00				
							800.00			
							CHECK TOTAL			800.00
11072	Ferguson Waterworks #	0000		INV	09/10/2025	1877627				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42010		P&Tmaint	Supplies		220.28				
							220.28			
							CHECK TOTAL			220.28
10421	Fette Electronics Inc	0000		EFT	09/19/2025	11561				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Pol Fac 44010		Pol Fac	Bldg Maint		354.99				
							354.99			
10421	Fette Electronics Inc	0000		EFT	09/19/2025	11560				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CC Fac 44010		CC Fac	Bldg Maint		350.00				
							350.00			

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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
10421	Fette Electronics Inc			0000		EFT	09/19/2025	11558			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 Parks	44010			P&Tmaint	Bldg Maint			75.00		
									75.00		
10421	Fette Electronics Inc			0000		EFT	09/19/2025	11557			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 CC Admin	44040			CC Admin	MachEqRpr			175.00		
									175.00		
10421	Fette Electronics Inc			0000		EFT	09/24/2025	11568			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 PW Fac	44010			PW Fac	Bldg Maint			384.00		
									384.00		
10421	Fette Electronics Inc			0000		EFT	10/02/2025	11595			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 PW Fac	44010			PW Fac	Bldg Maint			255.00		
									255.00		
								CHECK TOTAL	1,593.99		
11127	Genuine Parts Company			0000		INV	09/12/2025	015542			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 Parks	42210			P&Tmaint	VehEqParts			11.98		
									11.98		
11127	Genuine Parts Company			0000		INV	09/13/2025	015578			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 Parks	42210			P&Tmaint	VehEqParts			162.89		
									162.89		
11127	Genuine Parts Company			0000		INV	09/19/2025	016063			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 SwrRecl	42410			SewerReclm	MinorEquip			146.99		
									146.99		
11127	Genuine Parts Company			0000		EFT	09/25/2025	016634			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 SwrRecl	42010			SewerReclm	Supplies			34.44		
									34.44		
11127	Genuine Parts Company			0000		EFT	09/25/2025	016652			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 SwrColl	42210			Sewer Coll	VehEqParts			29.89		
									29.89		

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
11127	Genuine Parts Company		0000		EFT	09/25/2025	016666			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint	42120		StrMaint	Motor Fuel			12.99		
								12.99		
11127	Genuine Parts Company		0000		EFT	09/25/2025	016724			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	42010		Police	Supplies			22.38		
								22.38		
11127	Genuine Parts Company		0000		EFT	10/02/2025	017302			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	42210		SewerReclm	VehEqParts			24.61		
								24.61		
							CHECK TOTAL	446.17		
10003	GIS Benefits		0000		INV	09/01/2025	14459AG20250901			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Treasury	21715		Treasury	DentInsPay			6,511.68		
	2 Treasury	21717		Treasury	VisInsPay			618.31		
	3 Treasury	21711		Treasury	LTDPay			886.75		
	4 Treasury	21710		Treasury	Life Pay			1,548.98		
	5 Treasury	21716		Treasury	OthPRPay			983.08		
	6 101	11510		General	COBRA Rec			33.71		
	7 101	11510		General	COBRA Rec			84.16		
	8 101	11510		General	COBRA Rec			84.16		
	9 101	11510		General	COBRA Rec			33.71		
	10 101	11510		General	COBRA Rec			33.71		
	11 101	11510		General	COBRA Rec			34.52		
								10,852.77		
							CHECK TOTAL	10,852.77		
10777	Glenn's Service LLC		0000		INV	09/21/2025	69935			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	43090		P&Tmaint	ProfSrv			90.00		
								90.00		
10777	Glenn's Service LLC		0000		INV	09/20/2025	69726			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	43090		Police	ProfSrv			127.86		
								127.86		

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	217.86		
10436	Godfather's Pizza		0000		EFT	08/28/2025	07240			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic 42990			AquaticCtr	CmdResale			135.00		
								135.00		
10436	Godfather's Pizza		0000		EFT	08/29/2025	07241			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic 42990			AquaticCtr	CmdResale			45.00		
								45.00		
10436	Godfather's Pizza		0000		EFT	09/09/2025	07259			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic 42990			AquaticCtr	CmdResale			90.00		
								90.00		
10436	Godfather's Pizza		0000		EFT	09/10/2025	07260			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic 42990			AquaticCtr	CmdResale			90.00		
								90.00		
10436	Godfather's Pizza		0000		EFT	09/11/2025	07261			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic 42990			AquaticCtr	CmdResale			90.00		
								90.00		
10436	Godfather's Pizza		0000		EFT	09/12/2025	07262			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic 42990			AquaticCtr	CmdResale			90.00		
								90.00		
10436	Godfather's Pizza		0000		EFT	09/13/2025	07263			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic 42990			AquaticCtr	CmdResale			75.00		
								75.00		
10436	Godfather's Pizza		0000		EFT	09/14/2025	07265			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic 42990			AquaticCtr	CmdResale			135.00		
								135.00		
10436	Godfather's Pizza		0000		EFT	09/15/2025	07266			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic 42990			AquaticCtr	CmdResale			90.00		
								90.00		

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Detail Invoice List

CHECK RUN: 091025FF 09/10/2025

DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10436	Godfather's Pizza	0000		EFT	09/16/2025	07267				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Aquatic 42990		AquaticCtr	CmdResale		75.00				
							75.00			
						CHECK TOTAL	915.00			
10439	Grainger Inc	0000		EFT	09/17/2025	9611749509				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 42010		SewerReclm	Supplies		16.63				
							16.63			
10439	Grainger Inc	0000		EFT	09/27/2025	9623625861				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 42160		SewerReclm	Chem&Prod		41.04				
							41.04			
						CHECK TOTAL	57.67			
11174	Grant Sheehan	0001		EFT	09/12/2025	3 of 6				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 43090		P&Tmaint	ProfSrv		2,883.33				
							2,883.33			
						CHECK TOTAL	2,883.33			
10449	Hawkins Inc	0000		EFT	09/13/2025	7166982				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 42160		Water	Chem&Prod		1,493.28				
							1,493.28			
10449	Hawkins Inc	0000		EFT	09/14/2025	7167876				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Aquatic 42160		AquaticCtr	Chem&Prod		10.00				
							10.00			
10449	Hawkins Inc	0000		EFT	09/18/2025	7174202				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 42160		Water	Chem&Prod		2,629.13				
							2,629.13			
10449	Hawkins Inc	0000		EFT	09/17/2025	7172273				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 42160		Water	Chem&Prod		4,831.20				
							4,831.20			

City of Faribault



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Detail Invoice List

CHECK RUN: 091025FF 09/10/2025

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CASH ACCOUNT: Treasury 10100			Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10449	Hawkins Inc		0000		EFT	09/17/2025	7176714				
	ACCOUNT DETAIL						LINE AMOUNT				
	1	SwrRecl 42160		SewerReclm	Chem&Prod			10,523.91			
									10,523.91		
10449	Hawkins Inc		0000		EFT	09/26/2025	7182865				
	ACCOUNT DETAIL						LINE AMOUNT				
	1	Water 42160		Water	Chem&Prod			2,366.00			
									2,366.00		
10449	Hawkins Inc		0000		EFT	09/27/2025	7183571				
	ACCOUNT DETAIL						LINE AMOUNT				
	1	Water 42160		Water	Chem&Prod			6,137.70			
									6,137.70		
							CHECK TOTAL		27,991.22		
10788	HD Supply Inc		0001		INV	09/07/2025	INV00792990				
	ACCOUNT DETAIL						LINE AMOUNT				
	1	SwrRecl 42010		SewerReclm	Supplies			29.98			
									29.98		
							CHECK TOTAL		29.98		
10993	Teladoc Health Inc		0000		INV	10/01/2025	2025097034954				
	ACCOUNT DETAIL						LINE AMOUNT				
	1	Treasury 21707		Treasury	MedicalPay			960.00			
									960.00		
							CHECK TOTAL		960.00		
10450	Healy Construction Co		0000	77	INV	08/30/2025	2025-02 Pay Request				
	ACCOUNT DETAIL						LINE AMOUNT				
	1	StrImp 44050		Street Imp	EOMaint			5,734.20			
									5,734.20		
							CHECK TOTAL		5,734.20		
10463	Hiawathaland Transit		0000		EFT	10/04/2025	002677				
	ACCOUNT DETAIL						LINE AMOUNT				
	1	Transit 44370		Transit	Misc Chrgs			18,784.80			
									18,784.80		
							CHECK TOTAL		18,784.80		

Report generated: 09/05/2025 09:08:21
 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 091025FF 09/10/2025

DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100				Cash							
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10454	Hillyard Hutchinson			0000		INV	09/24/2025	605921268			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	CC Fac	42230		CC Fac	Bldg Supp			2,947.56		
	2	Wshngtn	42230		Wshngtn	Bldg Supp			1,473.78		
									4,421.34		
10454	Hillyard Hutchinson			0000		INV	09/26/2025	605924238			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	CC Fac	42010		CC Fac	Supplies			466.26		
									466.26		
								CHECK TOTAL	4,887.60		
10464	Horizon Commercial Po			0000		EFT	07/30/2025	INV109110			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Aquatic	44010		AquaticCtr	Bldg Maint			854.17		
									854.17		
								CHECK TOTAL	854.17		
10113	House of Print			0000		INV	09/21/2025	080713			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	CC Admin	42010		CC Admin	Supplies			3,282.76		
									3,282.76		
								CHECK TOTAL	3,282.76		
11121	HP Inc			0001		INV	09/14/2025	9022310608			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Parks	42410		P&Tmaint	MinorEquip			130.00		
									130.00		
11121	HP Inc			0001		INV	09/20/2025	9022336142			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Parks	42410		P&Tmaint	MinorEquip			1,168.34		
									1,168.34		
								CHECK TOTAL	1,298.34		
10990	IAFF Local 665			0000		INV	09/05/2025	9329			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Treasury	21708		Treasury	UnDuesPay			810.00		
									810.00		
								CHECK TOTAL	810.00		

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 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 091025FF 09/10/2025

DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10188	Imperial Supplies Hol		0000		EFT	09/20/2025	I001EI0956			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	42410		SewerReclm	MinorEquip			238.89		
								238.89		
							CHECK TOTAL	238.89		
10472	Innovative Office Sol		0000		EFT	09/20/2025	IN4912901			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 HR	42010		HR	Supplies			25.19		
	2 IT	42010		IT	Supplies			30.28		
								55.47		
10472	Innovative Office Sol		0000		EFT	09/20/2025	IN4913184			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Admin	42010		Admin	Supplies			23.73		
								23.73		
10472	Innovative Office Sol		0000		EFT	09/26/2025	IN4917951			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 PW Fac	42010		PW Fac	Supplies			49.48		
								49.48		
10472	Innovative Office Sol		0000		EFT	09/28/2025	IN4920230			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	42010		Police	Supplies			243.24		
								243.24		
							CHECK TOTAL	371.92		
10473	Insty-Prints		0000		EFT	09/20/2025	166516			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	42010		Police	Supplies			52.25		
								52.25		
10473	Insty-Prints		0000		EFT	09/05/2025	166292			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	42010		Police	Supplies			146.21		
								146.21		
10473	Insty-Prints		0000		EFT	08/31/2025	166247			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	42010		Police	Supplies			52.25		
								52.25		

City of Faribault



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Detail Invoice List

CHECK RUN: 091025FF 09/10/2025

DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							CHECK TOTAL	250.71		
10654	Jayanti LLC		0000		INV	08/22/2025	072325 Water			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 43220			Water	Postage		25.39			
								25.39		
10654	Jayanti LLC		0000		INV	09/25/2025	1ZK10R470304653614			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 43220			Water	Postage		19.21			
								19.21		
							CHECK TOTAL	44.60		
10481	Kennedy & Graven Char		0000		EFT	01/31/2025	FA155-00089			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 HRA 43040			Frblt HRA	LegalCivil		27.30			
								27.30		
10481	Kennedy & Graven Char		0000		EFT	09/28/2025	189454			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 EDA 43040			EDA	LegalCivil		966.20			
								966.20		
10481	Kennedy & Graven Char		0000		EFT	09/28/2025	189452			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 HRA 43040			Frblt HRA	LegalCivil		1,104.00			
								1,104.00		
							CHECK TOTAL	2,097.50		
10301	Kielmeyer Constructio		0000		EFT	09/11/2025	4113			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42240			StrMaint	StMaintMat		1,377.56			
								1,377.56		
							CHECK TOTAL	1,377.56		
10482	Kline Distributing LL		0000		EFT	07/26/2025	36330			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic 42990			AquaticCtr	CmdResale		437.82			
								437.82		
							CHECK TOTAL	437.82		

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CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10488	LaCanne's Marine Inc	0000		INV	09/18/2025	204217					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fire 42210		Fire	VehEqParts		55.99					
							55.99				
						CHECK TOTAL	55.99				
10210	Lano Equipment Inc	0000		EFT	08/30/2025	01-1172806					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 42210		P&Tmaint	VehEqParts		224.90					
							224.90				
10210	Lano Equipment Inc	0000		EFT	08/30/2025	01-1172590					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 42210		P&Tmaint	VehEqParts		104.01					
							104.01				
						CHECK TOTAL	328.91				
10498	Law Enforcement Labor	0000		INV	09/05/2025	9327					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Treasury 21708		Treasury	UnDuesPay		2,190.00					
							2,190.00				
						CHECK TOTAL	2,190.00				
10518	League of Minnesota C	0000		INV	08/14/2025	9772					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 PrptLiab 44450		Prpty Lib	CImDamages		1,000.00					
							1,000.00				
						CHECK TOTAL	1,000.00				
10099	Loffler Companies Inc	0000		INV	09/25/2025	5110932					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 42410		Police	MinorEquip		811.00					
							811.00				

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Detail Invoice List

CHECK RUN: 091025FF 09/10/2025

DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10099	Loffler Companies Inc		0000		INV	09/28/2025	5112154			
ACCOUNT DETAIL							LINE AMOUNT			
1	Admin	42010		Admin	Supplies			3.08		
2	CC Admin	42010		CC Admin	Supplies			5.36		
3	CEDAdmin	42010		CED Admin	Supplies			9.30		
4	EqMaint	42010		EqMaint	Supplies			2.28		
5	Fin	42010		Finance	Supplies			44.55		
6	HR	42010		HR	Supplies			6.08		
7	IT	42010		IT	Supplies			26.96		
8	Library	42010		Library	Supplies			0.14		
10	Police	42010		Police	Supplies			69.04		
12	StrMaint	42010		StrMaint	Supplies			0.67		
13	SwrColl	42010		Sewer Coll	Supplies			1.57		
14	SwrRecl	42010		SewerReclm	Supplies			19.71		
15	Water	42010		Water	Supplies			8.60		
16	Wshngtn	42010		Wshngtn	Supplies			9.30		
								206.64		
10099	Loffler Companies Inc		0000		INV	10/02/2025	5116061			
ACCOUNT DETAIL							LINE AMOUNT			
1	Water	44160		Water	Rents			51.14		
								51.14		
10099	Loffler Companies Inc		0000		INV	10/02/2025	5116060			
ACCOUNT DETAIL							LINE AMOUNT			
1	Fire	44160		Fire	Rents			20.81		
2	Police	44160		Police	Rents			129.90		
								150.71		
10099	Loffler Companies Inc		0000		INV	10/02/2025	5116058			
ACCOUNT DETAIL							LINE AMOUNT			
1	CH Fac	44160		CH Maint	Rents			112.70		
								112.70		
10099	Loffler Companies Inc		0000		INV	10/02/2025	5116059			
ACCOUNT DETAIL							LINE AMOUNT			
1	CH Fac	44160		CH Maint	Rents			50.93		
								50.93		
CHECK TOTAL								1,383.12		

City of Faribault



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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10140	MacQueen Equipment LL		0000		EFT	09/04/2025	P52808			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire 43090		Fire	ProfSrv			480.60			
								480.60		
10140	MacQueen Equipment LL		0000		EFT	09/28/2025	P67187			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrColl 42210		Sewer Coll	VehEqParts			617.47			
								617.47		
							CHECK TOTAL	1,098.07		
10503	Madison National Life		0000		INV	09/01/2025	1713088			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Treasury 21711		Treasury	LTDPay			1,967.90			
								1,967.90		
10503	Madison National Life		0000		INV	09/01/2025	1713087			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire 41330		Fire	Life Ins			62.58			
	2 101 11510		General	COBRA Rec			19.77			
	3 Treasury 21710		Treasury	Life Pay			3,025.81			
								3,108.16		
							CHECK TOTAL	5,076.06		
10211	Martin Marietta Mater		0000		EFT	09/28/2025	46994873			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42240		StrMaint	StMaintMat			295.85			
								295.85		
							CHECK TOTAL	295.85		
10145	Robert P Matthies		0000		INV	09/06/2025	080725			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Youth 43090		Youth	ProfSrv			300.00			
								300.00		
							CHECK TOTAL	300.00		

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CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10845	Metronet Holdings LLC	0002		EFT	10/02/2025	1685102-September25			
ACCOUNT DETAIL						LINE AMOUNT			
1	Admin 43250		Admin	Other Comm		39.89			
2	Airport 43250		Airport	Other Comm		205.93			
3	Aquatic 43250		AquaticCtr	Other Comm		554.06			
4	CC Admin 43250		CC Admin	Other Comm		450.96			
5	CEDAdmin 43250		CED Admin	Other Comm		530.18			
6	CH Fac 43250		CH Maint	Other Comm		623.78			
7	Council 43250		Council	Other Comm		19.95			
8	Engineer 43250		Engineer	Other Comm		213.81			
9	EqMaint 43250		EqMaint	Other Comm		115.15			
10	Fin 43250		Finance	Other Comm		119.68			
11	CodeInsp 43250		Code/Insp	Other Comm		59.83			
12	Fire Fac 43250		Fire Fac	Other Comm		288.13			
13	HR 43250		HR	Other Comm		69.24			
14	IT 43250		IT	Other Comm		685.32			
15	Library 43250		Library	Other Comm		601.69			
16	Parks 43250		P&Tmaint	Other Comm		59.83			
17	Planning 43250		P & Z	Other Comm		39.89			
19	Police 43250		Police	Other Comm		1,889.63			
20	PWAdmin 43250		PW Admin	Other Comm		295.13			
21	Storm 43250		Storm Wtr	Other Comm		19.95			
22	StrMaint 43250		StrMaint	Other Comm		157.34			
23	SwrColl 43250		Sewer Coll	Other Comm		49.31			
24	SwrRecl 43250		SewerReclm	Other Comm		354.60			
25	Water 43250		Water	Other Comm		699.01			
26	Wshngtn 43250		Wshngtn	Other Comm		251.24			
							8,393.53		
						CHECK TOTAL	8,393.53		
10848	Midwest Groundcover	0000		INV	09/05/2025	25090			
ACCOUNT DETAIL						LINE AMOUNT			
1	Parks 43090		P&Tmaint	ProfSrv		4,672.50			
							4,672.50		
10848	Midwest Groundcover	0000	105	INV	09/18/2025	25092			
ACCOUNT DETAIL						LINE AMOUNT			
1	PrkInd 45300		Prk Dedic	Impr Other		7,120.00			
							7,120.00		

City of Faribault



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Detail Invoice List

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DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10848	Midwest Groundcover	0000		INV	09/07/2025	25091				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 43090		P&Tmaint	ProfSrv		4,672.50				
							4,672.50			
						CHECK TOTAL	16,465.00			
10543	Midwest Tape LLC	0000		EFT	09/14/2025	507599153				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42192		Library	Audio Vis		26.99				
							26.99			
10543	Midwest Tape LLC	0000		EFT	09/14/2025	507599155				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42192		Library	Audio Vis		26.99				
							26.99			
						CHECK TOTAL	53.98			
10530	Minnesota Department	0007		INV	09/11/2025	092325 Water Test BG				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 43140		Water	Train&Ed		32.00				
							32.00			
						CHECK TOTAL	32.00			
10530	State of Minnesota BC	0011		INV	09/17/2025	42265				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Police 43140		Police	Train&Ed		375.00				
							375.00			
						CHECK TOTAL	375.00			
10530	Office of MNIT Servic	0012		INV	09/17/2025	W25070515				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Police 43090		Police	ProfSrv		499.82				
							499.82			
						CHECK TOTAL	499.82			
10530	Dept. of Public Healt	0015		INV	09/30/2025	1660002 7/1-9/30/25				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 44370		Water	Misc Chrgs		18,572.49				
							18,572.49			

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 Program ID: apwarnt

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CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	18,572.49		
11196	Minnesota GFOA	0000		INV	09/27/2025	4034			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Fin 44330		Finance	DuesSubscr			70.00		
						CHECK TOTAL	70.00		
10524	Minnesota Recreation	0000		EFT	09/24/2025	04130			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 CC Admin 43140		CC Admin	Train&Ed			460.00		
						CHECK TOTAL	460.00		
10523	Minnesota Valley Test	0000		EFT	09/13/2025	1319177			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 43090		SewerReclm	ProfSrv			589.20		
									589.20
10523	Minnesota Valley Test	0000		EFT	09/13/2025	1319201			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 43090		SewerReclm	ProfSrv			242.00		
									242.00
10523	Minnesota Valley Test	0000		EFT	09/20/2025	1320253			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 43090		SewerReclm	ProfSrv			242.00		
									242.00
10523	Minnesota Valley Test	0000		EFT	09/19/2025	1320030			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 43090		SewerReclm	ProfSrv			285.40		
									285.40
10523	Minnesota Valley Test	0000		EFT	09/27/2025	1321396			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 43090		SewerReclm	ProfSrv			242.00		
									242.00
						CHECK TOTAL	1,600.60		

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DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10992	MNPEAGENERAL	0000		INV	09/05/2025	9331					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Treasury 21708		Treasury	UnDuesPay		1,776.00					
							1,776.00				
	CHECK TOTAL						1,776.00				
10991	MNPEAPOLICES	0000		INV	09/05/2025	9330					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Treasury 21708		Treasury	UnDuesPay		76.00					
							76.00				
	CHECK TOTAL						76.00				
10525	MTI Distributing Inc	0000		EFT	09/26/2025	1489880-00					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 42210		P&Tmaint	VehEqParts		27.66					
							27.66				
	CHECK TOTAL						27.66				
10548	Northern Safety Techn	0000		EFT	09/17/2025	59792					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrColl 42210		Sewer Coll	VehEqParts		54.94					
							54.94				
10548	Northern Safety Techn	0000		EFT	09/18/2025	59802					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42210		StrMaint	VehEqParts		426.83					
							426.83				
	CHECK TOTAL						481.77				
10007	Original Watermen Inc	0000		INV	04/19/2025	95292					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Aquatic 42180		AquaticCtr	Uniforms		3,048.63					
							3,048.63				
	CHECK TOTAL						3,048.63				
10218	Pantheon Computer Sys	0000		EFT	10/01/2025	1858					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 IT 43090		IT	ProfSrv		10,520.00					
							10,520.00				

City of Faribault



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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							CHECK TOTAL	10,520.00		
11165	PCI Roads, LLC		0002		INV	09/19/2025	WWTP - Pay App 01			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	45300		SewerReclm Impr Other			749,242.19	749,242.19		
							CHECK TOTAL	749,242.19		
10118	Prairie Creek Fence L		0000		EFT	09/27/2025	4143			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Soccer	43090		SoccerComp ProfSrv			720.00	720.00		
							CHECK TOTAL	720.00		
10139	Quality Forklift Sale		0000		INV	09/18/2025	P05704			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint	42210		StrMaint VehEqParts			43.53	43.53		
							CHECK TOTAL	43.53		
10591	RC Bliss Inc		0000		EFT	09/19/2025	5030780			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrColl	42210		Sewer Coll VehEqParts			469.38	469.38		
10591	RC Bliss Inc		0000		EFT	09/20/2025	5030784			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrColl	42210		Sewer Coll VehEqParts			43.30	43.30		
							CHECK TOTAL	512.68		
999997	Professional Contract		0000		INV	09/18/2025	081925 Hofmeister			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Planning	34103		P & Z ZonSubdFee			600.00	600.00		
							CHECK TOTAL	600.00		

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CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10594	Rent 'N' Save Portabl	0000		EFT	09/27/2025	607983					
	ACCOUNT DETAIL					LINE AMOUNT					
1	Storm 42210		Storm Wtr	VehEqParts		98.98					
							98.98				
						CHECK TOTAL	98.98				
10204	Rice County Recorder'	0002		INV	08/10/2025	202500001668					
	ACCOUNT DETAIL					LINE AMOUNT					
1	Planning 43520		P & Z	RecordFee		388.00					
							388.00				
						CHECK TOTAL	388.00				
10204	Rice County Recorder'	0002		INV	08/31/2025	202500001880					
	ACCOUNT DETAIL					LINE AMOUNT					
1	EDA 43520		EDA	RecordFee		46.00					
							46.00				
						CHECK TOTAL	46.00				
11004	Robert W Carlstrom Co	0000	38	INV	09/11/2025	ViaductPark Pay App8					
	ACCOUNT DETAIL					LINE AMOUNT					
1	PrkInd 45200		Prk Dedicat	BldgImprov		829,210.18					
							829,210.18				
						CHECK TOTAL	829,210.18				
10607	Safety-Kleen Systems	0000		INV	09/18/2025	R003488100					
	ACCOUNT DETAIL					LINE AMOUNT					
1	EqMaint 42010		EqMaint	Supplies		103.15					
							103.15				
						CHECK TOTAL	103.15				
10296	Sanity Solutions Inc	0000		EFT	09/17/2025	INV216646					
	ACCOUNT DETAIL					LINE AMOUNT					
1	CC Admin 44330		CC Admin	DuesSubscr		143.95					
							143.95				
						CHECK TOTAL	143.95				

City of Faribault



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CASH ACCOUNT: Treasury		10100		Cash							
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10622	Short Elliott Hendric			0000	112	EFT	09/14/2025	493676			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Water	45300		Water	Impr Other		1,365.42			
									1,365.42		
								CHECK TOTAL	1,365.42		
10629	Southeast Service Co			0000		INV	09/10/2025	INV-03841-L7X1N3			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Planning	43140		P & Z	Train&Ed		35.00			
									35.00		
								CHECK TOTAL	35.00		
10108	Star Sports & Apparel			0000		INV	09/11/2025	Clover 2025 Aug14			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	CC Admin	42010		CC Admin	Supplies		30.00			
									30.00		
10108	Star Sports & Apparel			0000		INV	09/17/2025	Clover 2025 Aug19			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Fin	42180		Finance	Uniforms		79.00			
									79.00		
10108	Star Sports & Apparel			0000		INV	09/19/2025	4TYHTR12ZQH8P			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	CEDAdmin	42180		CED Admin	Uniforms		145.25			
									145.25		
10108	Star Sports & Apparel			0000		INV	09/19/2025	4TYHTR12ZQH7P			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	CEDAdmin	42180		CED Admin	Uniforms		72.75			
									72.75		
								CHECK TOTAL	327.00		
11180	Starlight Sounds DJ L			0000		INV	09/12/2025	256			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Aquatic	43090		AquaticCtr	ProfSrv		500.00			
									500.00		
								CHECK TOTAL	500.00		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 091025FF 09/10/2025

DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10056 Steele Waseca Coop El	0000		INV	09/18/2025	081925					
ACCOUNT DETAIL					LINE AMOUNT					
1 Airport 43810		Airport	Elec Util			1,477.01				
2 StrLight 43810		StrLight	Elec Util			133.97				
3 SwrColl 43810		Sewer Coll	Elec Util			670.14				
4 SwrRecl 43810		SewerReclm	Elec Util			62.28				
5 Water 43810		Water	Elec Util			319.09				
						2,662.49				
CHECK TOTAL						2,662.49				
10243 Swank Motion Pictures	0000		INV	08/29/2025	DB 4024341					
ACCOUNT DETAIL					LINE AMOUNT					
1 Youth 42010		Youth	Supplies			405.00				
						405.00				
CHECK TOTAL						405.00				
11207 ThinkBiz, LLC	0000		INV	09/20/2025	2025-11 ThinkBiz					
ACCOUNT DETAIL					LINE AMOUNT					
1 251 13700		EDA Rvlv	Loan Rec			210,000.00				
						210,000.00				
CHECK TOTAL						210,000.00				
10064 Thompson Concrete & M	0000		EFT	09/06/2025	771					
ACCOUNT DETAIL					LINE AMOUNT					
1 Parks 43090		P&Tmaint	ProfSrv			533.50				
						533.50				
CHECK TOTAL						533.50				
10648 Timm's Trucking Inc	0000		EFT	08/01/2025	72609					
ACCOUNT DETAIL					LINE AMOUNT					
1 Parks 42250		P&Tmaint	PlantMat			250.00				
						250.00				
10648 Timm's Trucking Inc	0000		EFT	08/16/2025	72578					
ACCOUNT DETAIL					LINE AMOUNT					
1 Parks 42010		P&Tmaint	Supplies			300.00				
						300.00				

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 091025FF 09/10/2025

DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10648	Timm's Trucking Inc		0000		EFT	09/12/2025	73323			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	42250		P&Tmaint	PlantMat			202.69		
								202.69		
10648	Timm's Trucking Inc		0000		EFT	08/17/2025	72893			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	42250		P&Tmaint	PlantMat			112.52		
								112.52		
							CHECK TOTAL	865.21		
10133	Truck Center Companie		0002		EFT	09/17/2025	XA304188393:01			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint	42210		StrMaint	VehEqParts			21.84		
								21.84		
							CHECK TOTAL	21.84		
10222	Tyler Technologies In		0000		EFT	09/13/2025	045-533341			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CP Govt	44050		CP Govt	EOMaint			1,304.00		
								1,304.00		
							CHECK TOTAL	1,304.00		
999998	Aaron Gillen		0000		INV	08/29/2025	702			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 601	20200		Water	AP			15.32		
								15.32		
							CHECK TOTAL	15.32		
999998	Alan or Teresa Dobson		0000		INV	08/29/2025	701			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 601	20200		Water	AP			167.80		
								167.80		
							CHECK TOTAL	167.80		
999998	Carolynn Allen-Evans		0000		INV	08/29/2025	705			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 601	20200		Water	AP			57.50		
								57.50		

Report generated: 09/05/2025 09:08:21
 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 091025FF 09/10/2025

DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100				Cash							
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
								CHECK TOTAL	57.50		
999998	Chase Mittelsteadt			0000		INV	08/29/2025	706			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	601	20200	Water	AP				59.39		
									59.39		
								CHECK TOTAL	59.39		
999998	Collin Merrill			0000		INV	08/29/2025	704			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	601	20200	Water	AP				127.87		
									127.87		
								CHECK TOTAL	127.87		
999998	Dan & Karissa Brinkma			0000		INV	08/29/2025	703			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	601	20200	Water	AP				102.54		
									102.54		
								CHECK TOTAL	102.54		
999998	David Bergevin			0000		INV	08/29/2025	700			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	601	20200	Water	AP				82.87		
									82.87		
								CHECK TOTAL	82.87		
999998	Mike Peroutka			0000		INV	08/29/2025	699			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	601	20200	Water	AP				52.53		
									52.53		
								CHECK TOTAL	52.53		
10656	Utility Consultants I			0000		EFT	09/21/2025	124988			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Water	43090	Water	ProfSrv				22.28		
									22.28		
								CHECK TOTAL	22.28		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 091025FF 09/10/2025

DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10959 Verizon Wireless	0000		INV	09/15/2025	6121796858					
ACCOUNT DETAIL					LINE AMOUNT					
1 Admin 43210		Admin	Telephone		76.76					
2 CC Fac 43210		CC Fac	Telephone		355.27					
3 CH Fac 43210		CH Maint	Telephone		76.76					
4 CodeInsp 43210		Code/Insp	Telephone		291.97					
5 Comms 43210		Communicat	Telephone		728.38					
6 Engineer 43210		Engineer	Telephone		179.10					
7 Fin 43210		Finance	Telephone		92.33					
8 Fire 43210		Fire	Telephone		313.62					
9 HR 43210		HR	Telephone		76.76					
10 IT 43210		IT	Telephone		76.76					
11 Library 43210		Library	Telephone		38.38					
12 Parks 43210		P&Tmaint	Telephone		20.02					
13 CEDAdmin 43210		CED Admin	Telephone		158.29					
14 Police 43210		Police	Telephone		2,956.12					
15 PWAdmin 43210		PW Admin	Telephone		58.40					
16 Storm 43210		Storm Wtr	Telephone		155.18					
17 StrMaint 43210		StrMaint	Telephone		58.40					
18 SwrColl 43210		Sewer Coll	Telephone		175.20					
19 Water 43210		Water	Telephone		431.81					
20 SwrRecl 43210		SewerReclm	Telephone		34.33					
					CHECK TOTAL	6,353.84				
						6,353.84				
10964 Wal-Mart	0000		INV	08/09/2025	669049973					
ACCOUNT DETAIL					LINE AMOUNT					
1 Youth 42010		Youth	Supplies		71.34					
						71.34				
10964 Wal-Mart	0000		INV	09/14/2025	90477878733042468962					
ACCOUNT DETAIL					LINE AMOUNT					
1 Fire 42010		Fire	Supplies		54.46					
						54.46				
10964 Wal-Mart	0000		INV	09/19/2025	92012603266939387485					
ACCOUNT DETAIL					LINE AMOUNT					
1 CC Fac 42010		CC Fac	Supplies		39.97					
						39.97				
					CHECK TOTAL	165.77				

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 091025FF 09/10/2025
DUE DATE: 09/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10249	WSB & Associates Inc		0000	78	EFT	09/20/2025	R-030810-000 - 2			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Storm 45300			Storm Wtr	Impr Other		14,157.50			
								14,157.50		
10249	WSB & Associates Inc		0000		EFT	09/20/2025	R-028492-000 - 5			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 101 22000			General	Deposits		1,441.75			
								1,441.75		
							CHECK TOTAL	15,599.25		
10973	Xcel Energy		0000		CRM	08/29/2025	938657477			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrLight 43810			StrLight	Elec Util		-4.76			
								-4.76		
10973	Xcel Energy		0000		INV	09/22/2025	941717307			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 43810			P&Tmaint	Elec Util		14.86			
								14.86		
							CHECK TOTAL	10.10		
10671	Zarnoth Brush Works I		0000		EFT	09/03/2025	0203152-IN			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42210			P&Tmaint	VehEqParts		1,746.00			
								1,746.00		
							CHECK TOTAL	1,746.00		
10968	Zumbrota Sport & Spin		0000		INV	08/29/2025	1120			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 43090			Police	ProfSrv		185.00			
								185.00		
10968	Zumbrota Sport & Spin		0000		INV	09/21/2025	1133			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 43090			Police	ProfSrv		370.00			
								370.00		
							CHECK TOTAL	555.00		
312	INVOICES						WARRANT TOTAL	2,952,345.60	2,952,345.60	

Report generated: 09/05/2025 09:08:21
User: Fawn Fuller (FFuller)
Program ID: apwarrnt



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: September 9, 2025
SUBJECT: Resolution 2025-217 Approve Hiring of Recreation Program Coordinator

Background:

With the addition of the Viaduct Park, a Recreation Program Coordinator position is needed to coordinate the functions of the park. The position was posted from July 28, 2025, to August 8, 2025.

Fifty-two applications were received, reviewed and scored. From that review, twelve were selected for a first round of interviews. Following those interviews, five were selected for a final round of interviews. The interview panel consisted of Recreation Administrative Staff and Human Resources. From that interview, the staff selected Marcela Gaitan as the recommendation for hire.

Resolution 2025-217 recommends the hiring of Marcela Gaitan. Marcela will be hired at grade I step 8 as per the 2025 Non-Union Compensation Plan.

Recommendation:

Approve resolution 2025-217, approving the hiring of Marcela Gaitan as Recreation Program Coordinator.

Attachments:

1. Resolution 2025-217 Approve Hiring Recreation Program Coordinator

CITY OF FARIBAULT

RESOLUTION #2025-217

APPROVE HIRING RECREATION PROGRAM COORDINATOR

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

WHEREAS, the City has advertised and interviewed for the Recreation Program Coordinator position with the City; and

WHEREAS, the City Council desires to fill the vacant Recreation Program Coordinator position.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Marcela Gaitan be extended an offer of employment to fill the vacant Recreation Program Coordinator position.

Date Adopted: September 9, 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: John Sherwin, Chief of Police
MEETING DATE: September 9, 2025
SUBJECT: Approve 2025-2026 School Resource Officer (SRO) Contract

Background:

The Faribault Police Department and Faribault School District desire to continue School Resource Officer (SRO) services for the 2025-2026 school year. Under the terms of the agreement, SROs will remain assigned to both Faribault Middle School and Faribault High School.

During the August 18, 2025, Faribault Public School Board meeting, the School District was authorized to reimburse the City a total of \$154,696 for SRO services. This amount represents an estimated 50% of the anticipated wages and benefits of the SROs assigned to the schools.

Recommendation:

Approve the 2025-2026 School Resource Officer Contract Agreement

Attachments:

1. SRO Contract FY26

**2025-2026 Agreement Between
The City of Faribault**

AND

**Faribault School District #656
For School Resource Officer Services**

This agreement is between the City of Faribault (City) and Faribault School District #656 (School District or District).

Whereas, the City and School District wish to maintain a cooperative working relationship in protecting the safety of all students and staff on school property and all attendees at District sponsored events and activities, and to provide a safe environment for everyone in our community; and

Whereas, the School District and City desire to join in a mutual effort to curb delinquency, crime, and substance use disorder in the community; and

Whereas, Minnesota Statutes, section 126C.44 authorizes the District to contract with the City to have peace officers provide school resource officer, hereinafter referred to as SRO, services; and

Whereas, Minnesota Statutes, section 126C.44 further authorizes the District to levy for an appropriate portion of the costs incurred paying wages, providing benefits, and providing transportation for peace officers who are assigned to perform school resource officer services; and

Now, therefore, in consideration of the City and School District agree as follows:

School Resource Officer Program

A. Definitions. The following definitions apply to this Agreement:

Additional services – services that a peace officer provides; at the District's request, outside the regular hours of SRO service that are described in paragraph four (4) of this Agreement. By way of example, but without limitation, an SRO performs additional services if, at the request of a school administrator or District administrator, the SRO attends a school board meeting, an extracurricular activity, or a community function that is held outside of regularly scheduled hours.

School resource officer or SRO – a licensed peace officer who is employed by the City and is assigned to provide SRO duties or additional services pursuant to this Agreement.

SRO Duties – those duties performed by an SRO, as described in Section B of this Agreement.

B. Responsibilities – City

1. *Scope of SRO duties and services* – include, but are not limited to:
 - i. Promoting positive behavior on school property;
 - ii. Protecting persons who are present on school property or at a school sponsored event or activity;
 - iii. Protecting real and personal property;
 - iv. Deterring and addressing truancy;
 - v. Serving as a role model for students, parents, and community members;
 - vi. Serving as a mentor and resource for students;
 - vii. Conferring with students, parents, and community members for the purpose of deterring or addressing criminal behavior on school property or at a school sponsored event or activity;
 - viii. Visiting and inspecting high delinquency areas on school property;
 - ix. Being present and visible on school property and surrounding areas;
 - x. Deterring all forms of criminal activity on school property and at school sponsored events and activities;
 - xi. Enforcing all criminal laws on school property and at school sponsored events and activities as necessary in the SRO's professional judgement;
 - xii. Assisting the School District in developing plans and strategies to prevent and/or minimize dangerous situations and to address other security issues identified by the School District administration, when applicable, a school principal and/or the SRO;
 - xiii. Giving presentations to students and staff that are designed to promote safety or to deter, decrease, or otherwise address illegal substance use or other potential criminal activity by students;
 - xiv. In all matters related to law enforcement actions taken within the school or on school property (including investigations, interviews and searches or confiscation of property related to students), conducting themselves in a manner consistent with relevant federal and state statutes and case law, the standard operating procedures and general orders of their department, their professional judgement, and the board-adopted policies and procedures of the District;
 - xv. Investigating and otherwise addressing criminal activity that has occurred, is alleged to have occurred, may have occurred, or is expected to occur on school property or at a school sponsored event or activity;
 - xvi. Participating in any criminal prosecutions that may arise from services provided under this Agreement;
 - xvii. Conducting searches of students, student lockers, student backpacks, school property, and student vehicles as authorized by law and at the request of a school official when the school official has reasonable grounds to believe the search will result in the discovery of drugs, a weapon, or any other item that is unlawful for a student to possess on school property, or the discovery of other evidence establishing that a student has committed a crime that has a direct nexus to school property or a school sponsored event or activity;
 - xviii. Referring complaints about noncriminal student behavior to school administration as most school incidents and policy violations do not constitute criminal conduct and should not be addressed through law enforcement action;
 - xix. Recovering lost or stolen property;

- xx. Responding to emergencies including, but not limited to, medical emergencies and situations involving a threat of violence or harm to property or to any person who is on school property or is at a school sponsored event or activity;
- xxi. Meeting and collaborating with school administrators and District administrators to develop and work toward mutually agreed upon goals; and
- xxii. Other tasks as assigned by the Faribault Police Department.

2. *Vehicles, Equipment, and Training.* The City is responsible for providing each SRO with a vehicle and all necessary law enforcement equipment, including necessary electronic devices. The City is also responsible for providing training and education to all peace officers who are assigned to provide services pursuant to this Agreement.

C. Responsibilities – School District

It shall be the responsibility of the School District to:

1. Provide guidance and assistance to the SRO through principals, teachers, administrative staff, and student body.
2. Provide meeting and office space and support services in both the Middle and Senior High Schools for use by the SRO to meet with students and staff on a public and private meeting basis.
3. Provide clerical help and assistance to the SRO when needed by them within any school in which they are working based on mutual agreement with the school principal.
4. The School District agrees to cooperate with the City on future community policing activities. Facilitate opportunities for SRO involvement in student and faculty programs and activities.

D. Accountability and Relationship of Parties

1. The administration of the School District and the City/Police Department commit to providing the necessary support to make the SRO program successful.
2. The SRO is a City employee subject to all personnel policies and practices of the Faribault Police Department regarding investigations, interviews, body-worn cameras, and searches relating to juveniles, except as such policies or practices may be modified by the terms and conditions of this Agreement. At all times and for all purpose, the City is and will remain the exclusive employer of all peace officers who perform services pursuant to this Agreement. No SRO may be considered to be an official, employee, agent, educational service provider, or representative of the District, and no SRO may make any representation to the contrary. The City maintains full control over the peace officers it employs and is solely responsible for all employment and administrative functions related its employees, including, but not limited to, supervision and evaluation, payroll and deductions, maintenance of all required insurance (e.g., workers' compensation insurance, unemployment insurance, liability insurance), and any labor disputes or grievances.

3. Nothing in this Agreement may be construed to create a partnership or joint venture between the District and the City. Neither party has any authority or power to take any unilateral action that could legally bind the other party. For purposes of the Minnesota Government Data Practices Act, each party is considered to be an independent contractor relative to the other party.

E. Payment:

1. School District will pay to the City a total of \$154,696 for SRO Services, which will be made in two equal payments on December 15, 2025 and March 15, 2026.
2. The City will invoice the District for "additional services" as defined in this agreement at the contract off-duty employment rate of \$90 per hour in 2025, and \$95 per hour in 2026. Invoices shall be paid by the District within 30 days of receipt.

F. General Provisions:

1. *Indemnification.* Each party is solely responsible for the act(s) and omission(s) of its own officers, employees, officials, agents, and representatives. To the extent permitted by law, each party agrees to indemnify the other party from any and all damages, liability, judgments, claims, expenses, attorney fees, and costs resulting from any act or omission of any of its officers, employees, officials, agents, or representatives. Each party's liability, if any, is limited under Minnesota Statutes Chapter 466, and nothing this Agreement may be deemed to constitute a waiver of those limits.
2. *SRO Reassignment for Emergency Response.* The City reserves the right to suspend this Agreement and reassign the SRO in the event of natural or man-made disaster, civil unrest, terrorism, war, pandemic, or any similar unforeseen event for the duration of such an event. The School district agrees that the City's failure to perform or delay the performance of the City's specified duties in the Agreement will not constitute a breach of contract if the failure to perform or delay in the performance of the City's specified duties is due to or caused by an event of natural or man-made disaster, civil unrest, terrorism, war, pandemic, or any similar unforeseen event.
3. *Effective Date and Term.* This agreement shall be effective upon execution by both parties and will automatically renew each year unless a party notifies the other party 90 days prior to expiration of the agreement that they wish to terminate the contract.
4. *Termination.* Either party may terminate this agreement for cause on 90 days written notice to the other party. If this agreement is terminated by the School District, the City shall receive from the School District the funds allocated for the program based on services provided through the date of termination.
5. *Future Funding.* The City and the School District will review the long-term funding of these programs on a continuous basis, but not less than annually.
6. *Notice.* Notice shall be provided to the addresses in this Section F(5). All notices, demands, or other communications required in the Agreement shall be effective: (i) if given personally, upon receipt; (ii) if given by electronic mail, when the other party

confirms receipt; (iii) if mailed by certified mail, postage prepaid, return receipt requested.

City

Title: Chief of Police
Address: 25 Fourth Street NW
Faribault, MN 55021
Email: jsherwin@faribaultmn.gov

School District

Title: [Insert]
Address: [Insert]
Email: [Insert]

7. *SRO Selection.* The City and School District agree to continue with the SRO appointed for the 2024-2025 school year, and beginning in the 2025-2026 school year, or if the 2024-2025 SRO is no longer available to complete the duties under this Agreement, will each provide input and work together and come to agreement on any candidates to be considered for School Resource Officer.
8. *Data Practices.* Parties acknowledge that both the School District and City are subject to the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13). The SRO shall only be considered a school official for purposes of any District Policy, the Family Educational Rights and Privacy Act or the Minnesota Government Data Practices Act when performing SRO duties.
9. *Audit.* Each party must allow the other party or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the party's books, records, documents, and accounting procedures and practices that are pertinent to all services provided under this Agreement for a minimum of six years from the termination of this Agreement.
10. *Waiver.* Any waiver by any party of a breach of any provisions of this Agreement shall not affect in any respect the validity of the remainder of this Agreement.
11. *Entire Agreement and Amendments.* This Agreement constitutes the entire Agreement between the parties. This Agreement may only be amended by written agreement of both parties.

Executed this _____ day of _____, 2025.

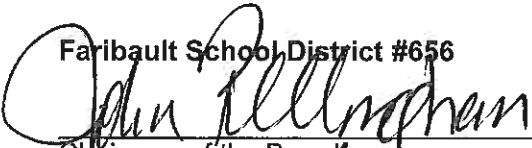
City of Faribault

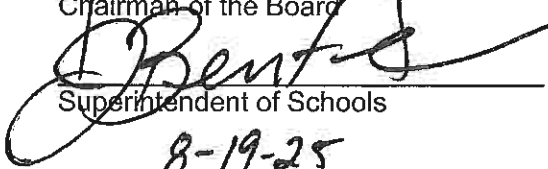
Mayor

City Administrator

Date

Faribault School District #656


Chairman of the Board


Superintendent of Schools

8-19-25
Date



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: September 9, 2025
SUBJECT: Resolution 2025-219 Approve Lease Agreement with Rice County for Antenna Space

Background:

The City has leased land at 1225 Parshall Street to American Tower since 1995. As part of that lease, the City is able to place equipment on the tower or allow another political subdivision to do so. The City has had a lease with Rice County for emergency equipment to be placed on the tower since September 2012. That lease expired on August 31, 2025, and the County has expressed a desire to renew the lease. The term is for 10 years, with a rent amount of \$1 per year. The lease with American Tower can be extended through 2055, so this lease with the County does not outlast the lease for the tower.

Recommendation:

Approve Resolution 2025-219

Attachments:

1. Resolution 2025-219 Approve Lease Agreement Rice County Antenna Space
2. DOCSOPEN-#397502-v4-Rice_County_Tower_Lease_Agreement

CITY OF FARIBAULT

RESOLUTION #2025-219

APPROVE LEASE AGREEMENT WITH RICE COUNTY FOR ANTENNA SPACE

WHEREAS, the City of Faribault has a lease with Rice County for space on an antenna located at 1225 Parshall Street; and

WHEREAS, said lease expired August 31, 2025; and

WHEREAS, both parties find it mutually agreeable to renew the lease for antenna space at 1225 Parshall Street.

NOW, THEREFORE BE IT RESOLVED, that the City of Faribault hereby approves the Lease Agreement with Rice County for space on the antenna at 1225 Parshall Street for a 10-year period.

Date Adopted: September 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

LEASE AGREEMENT

This Lease Agreement (“Agreement”) is made as of this 29th day of August, 2025, by and between the City of Faribault, a Minnesota municipal corporation (the “City”), whose address is 208 NW 1st Avenue, Faribault, MN 55021 and Rice County, a Minnesota political subdivision (the “County”), whose address is 320 N.W. 3rd Street, Faribault, MN 55021, for the lease of certain property located at 1225 Parshall Street, Faribault, Minnesota 55021 pursuant to the following terms:

1. **PROPERTY.** The City owns certain real property located at 1225 Parshall Street, legally described on Exhibit A attached hereto (the “City Property”). On September 6, 1995, the City entered into a 30 year lease with Minnesota RSA 10 Limited Partnership (“Minnesota RSA 10”) to allow Minnesota RSA 10 to construct a new 210 foot telecommunications transmissions tower and its appurtenances (the “Tower”), an equipment building and a security fence on the City Property (the “Minnesota RSA Lease”). As part of the Minnesota RSA Lease, Minnesota RSA 10 gave the City the right to install and place three communications antennas at the top of the Tower and the right to use the remaining antenna spaces available on the Tower. The City also retained the right to use the portion of the City Property that was not occupied by Minnesota RSA 10.

The City hereby leases and grants to the County use of the City’s antenna space on the Tower for emergency radio communications antennas and use of the City Property for the construction of certain improvements including, but not limited to, an equipment shelter with interior standby generator, fences, driveways, and ice bridges in the locations as depicted on Exhibit B attached hereto (the “Improvements”).

2. **TERM.** The term of this Agreement shall begin on September 1, 2025 and shall terminate on August 31, 2035, if not terminated earlier by the parties (“Term”).

3. **RENT.**

A. **Rent Amount.** The annual rent shall be \$1.00 per year. The City is entitled to retain any and all rent payments that it receives under the Minnesota RSA Lease.

4. **USE.**

A. **General.** The County may use the City Property for the purpose of constructing, installing, operating, maintaining, removing, and replacing the Improvements in the locations designated on Exhibit B. The County agrees that it will ensure that its use of the City Property does not interfere with the maintenance or operation of the Tower and its appurtenances and Minnesota RSA’s telecommunications business. The County shall comply with all present and future rules and regulations imposed by any local, state or federal authority having jurisdiction over transmissions and operations involved in the use and operation of the Tower and the equipment located thereon.

B. **Access to the City Property.** The County shall have the right to access the City Property and its Improvements, 24 hours per day, seven days per week. The

County shall be fully liable for any and all loss, damage or claim associated with its use of the City Property.

5. **FACILITIES.**

- A. **Installation.** The County shall install and maintain its Improvements in compliance with all applicable codes, ordinances and statutes, Federal Communications Commission (“FCC”) rules and regulations and good engineering practices. The County agrees that the Improvements must be of a type and frequency which will not cause radio frequency interference to the City.
- B. **Maintenance.** The County shall reasonably and safely maintain and repair its Improvements at its own expense.

6. **UTILITIES.**

- A. **Phone Service.** The City has four phone lines that connect to the Tower and the Improvements. The County shall be entitled to use these phone lines. The County shall reimburse the City for one-half of the City’s monthly phone service costs associated with these phone lines. The City will send the County periodic invoices for these costs, which shall be paid by the County within 30 days of the date of the invoice.
- B. **Electricity.** The County’s antennas and the Improvements are in need of electricity to function. The County shall be responsible for maintaining electric service to its antennas and the Improvements. The City shall reimburse the County for one-half of the County’s monthly electric service costs associated with the antennas and the Improvements. The County will send the City periodic invoices for these costs, which shall be paid by the City within 30 days of the date of the invoice.

7. **INDEMNITY AND INSURANCE.**

- A. **Indemnity.** The County shall defend and indemnify the City and hold the City harmless from and against any and all claims and demands relating to the negligence or misconduct of the County, its agents, contractors, officials and employees, including the payment of reasonable attorneys’ fees and costs for damages to property and injury or death to persons, including any payments made under any workers’ compensation law or any plan for employees’ disability and death benefits, which may arise out of or be caused by the construction, installation, maintenance, presence, use or removal of the Improvements on the City Property.
- B. **Workers’ Compensation.** The County must maintain workers’ compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer’s Liability coverage.
- C. **General Liability.** The County must maintain an occurrence form Commercial General Liability Coverage. Such coverage shall provide for third party bodily

injury and property damage arising out of the County's use, maintenance, or operation of the City Property and the Improvements. The County must maintain the aforementioned Commercial General Liability Coverage with limits of liability of \$1,500,000 each occurrence.

- D. **Property Insurance.** The County must keep in force during the term of this Agreement a policy covering damages to its Improvements and their connections on the City Property, radio equipment and the County's antennas on the Tower. The amount of coverage shall be sufficient to replace the damaged property and loss of use. Pursuant to the Minnesota RSA Lease, Minnesota RSA maintains insurance for the Tower.
- E. **Additional Insured – Certificate of Insurance.** The County shall provide the City with evidence of the required insurance in the form of a Certificate of Insurance, which includes all coverage required in this Agreement. The County shall name the City as an Additional Insured on the Commercial General Liability Policy. The Certificate shall provide that the coverage may not be canceled without prior written notice to City.
- F. **Casualty.** Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or other casualty.

8. **TERMINATION.**

- A. **Termination.** Except as otherwise provided herein, this Agreement may be terminated at any time by either party without any penalty or further liability, upon the party providing 30 days' notice to the other party.
- B. **Site Restoration.** Upon termination of this Agreement, the County shall have 90 days from the termination date to remove its Improvements from the City Property and repair and restore the site. In the event that the Improvements are not removed within 90 days, the Improvements shall be deemed abandoned and become the property of the City and the County shall have no further rights thereto.

9. **MAINTENANCE AND OPERATION OF THE CITY PROPERTY.**

- A. **County's Right to Operate.** The City shall not be liable to the County for any interruption of the County's services or for interference with the operation of the Improvements arising in any manner from use of the City of the City Property, unless due solely to the negligence or willful misconduct of the City, its officials, employees, contractors, agents, or invitees.
- B. **Temporary Interruptions of Service.** If the City reasonably determines that continued operation of the Improvements would cause or contribute to an immediate threat to public health or safety including evidence that is failing to comply with the FCC emission standards to radio frequency transmission, the City may order the County to discontinue its operation. The County shall immediately comply with such order. Service shall be discontinued only for the

period that the immediate threat exists. If the City does not give prior notice to the County, the City shall notify the County as soon as possible after its action and give its reason for taking the action. The City shall not be liable to the County or any other party for any interruption in the County's service or interference with the County's operation of its Improvements, except as may be caused by the negligence or willful misconduct of the City, its officials, employees or agents. If the discontinuance extends for a period greater than three days, either consecutively or cumulatively, the County shall have the right to immediately terminate this Agreement.

10. **HAZARDOUS SUBSTANCES.** The County represents and warrants that hazardous substances will not be generated, stored, disposed of or transported to, on, under, or around the City Property by the County. The County shall hold the City harmless from, defend and indemnify the City against any damage, loss, expense, response costs, or liability, including consultant fees and attorneys' fees resulting from hazardous substances generated, stored, disposed of, or transported to, on, under, or around the City Property by the County, or its officials, employees, agents or contractors.
11. **CASUALTY.** If any portion of the City Property or the Improvements is damaged by any casualty and such damage adversely affects the County's use of the City Property, this Agreement shall terminate as of the date of the casualty if the County gives written notice of the same within 30 days after the County receives notice of such casualty.
12. **CONDEMNATION.** If a condemning authority takes any portion of the City Property and such taking adversely affects the County's use of the Leased Premises, in the County's sole determination, this Agreement shall terminate as of the date of the taking if the County gives written notice of the same within 30 days after the County receives notice of such taking. The parties shall be entitled to make claims in any condemnation proceeding for the value of their respective interests in the City Property (which for the County may include, where applicable, the value of the Improvements and moving expenses). Sale of all or part of the City Property to a purchaser with the power of eminent domain in the face of exercise of such power shall be treated as a taking by condemnation.
13. **MISCELLANEOUS.**
 - A. **Integration; Amendment.** This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the City and the County with respect to the Improvements on the City Property, including, but not limited to, the Radio Communications Tower Letter of Agreement between the City and the County dated August 30, 1995, the Letter of Agreement regarding the Parshall Street Tower Lease dated January 3, 2012, and the Lease Agreement dated February 14, 2012. This Agreement may only be amended in writing signed by both parties. All exhibits are incorporated into this Agreement by reference.
 - B. **Counterparts.** This Agreement may be signed in counterparts by the parties hereto.

- C. **No Assignment.** The County shall not assign or transfer this Agreement at any time or sublease a portion of the City Property or space on the Tower without the City's prior written consent. The City may assign this Agreement upon written notice to the County.
- D. **Notice.** Notices shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by courier service to the address set forth in this Agreement.
- E. **Governing Law.** This Agreement shall be construed in accordance with the laws of Minnesota.
- F. **Severability.** If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

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

CITY OF FARIBAULT

By: _____
Thomas J. Spooner
Its: Mayor

By: _____
Jessica Kinser
Its: City Administrator

RICE COUNTY

By: _____
Galen Malecha
Its: Chairperson

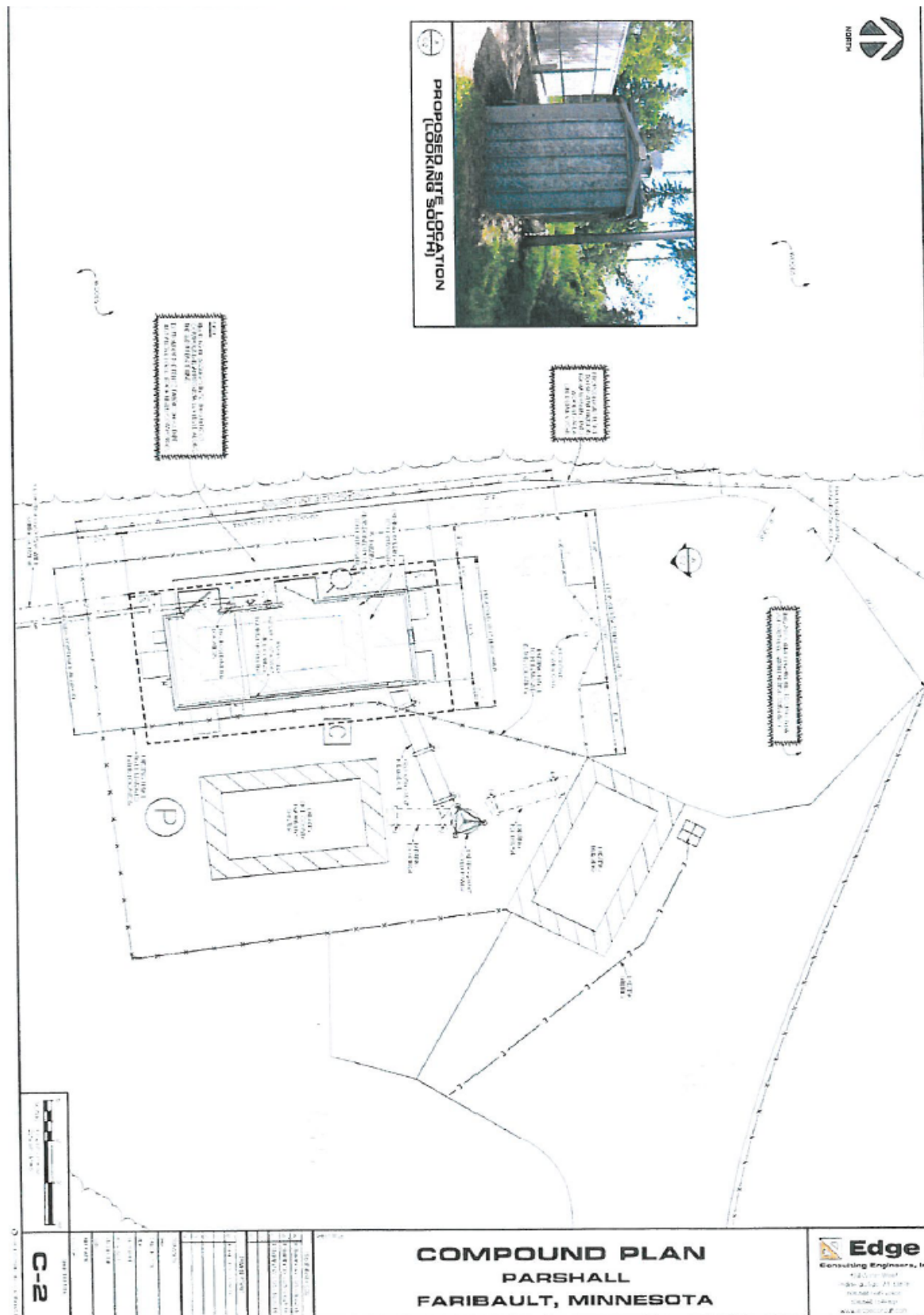
Attest: _____
Sara Folsted
Its: County Administrator

EXHIBIT A

Legal Description of the City Property

Beginning in the center of the Faribault-Cannon City Road (now called St. Paul Avenue), where the center line of Parshall Street (formerly called College Road) intersects same running thence North 71.5 degrees West along the center of said Parshall Street to a point where the center line thereof intersects the center of a road laid out and recorded in the office of Register of Deeds of Rice County, Minnesota, in Book 52 of Deeds, page 28, thence South 5 degrees East along the center of said dedicated road to its intersection with the center line of said St. Paul Avenue, thence North 45 degrees East along the center line of said St. Paul Avenue to the point of beginning.

EXHIBIT B **Location of the Improvements**





Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: September 9, 2025
SUBJECT: Resolution 2025-214 Declare Public Works Equipment Surplus Property

Background:

The Public Works Department has several pieces of equipment that are either outdated or have been replaced by other pieces of equipment and are no longer needed. A list of the equipment is as follows:

- VariTech Industries Brine Maker VAR Model SB600
- Ace Roto-Mold 10,000 Gallon tank
- 2,100 Gallon tank

Staff is proposing to declare the equipment as surplus and sell it on Govdeals. This equipment is associated with Street Maintenance so sale proceeds will go to the General Fund.

Recommendation:

Approve Resolution 2025-214

Attachments:

1. Resolution 2025-214

CITY OF FARIBAULT

RESOLUTION #2025-214

DECLARE PUBLIC WORKS EQUIPMENT SURPLUS PROPERTY

WHEREAS, the City of Faribault has items needed to operate each City Department; and

WHEREAS, when items are outdated or need replacement, they must be disposed of in accordance with State Law; and

WHEREAS, any revenue generated from the sale of items will be deposited into the City of Faribault General Fund.

NOW, THEREFORE, BE IT RESOLVED, that the Faribault City Council declares a VariTech Industries Brine Maker VAR Model SB600, an Ace Roto-Mold 10,000 gallon tank, 2,100 gallon tank as surplus and authorizes the sale of the items on GovDeals.

Date Adopted: September 9, 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: September 9, 2025
SUBJECT: Resolution 2025-220 Authorize Execution of Minnesota Department of Transportation Grant Agreement No. 1060311 for Airport Maintenance and Operation

Background:

The State of Minnesota (through MNDOT) provides financial assistance for the maintenance and operation of the City's municipal airport. The attached resolution and grant agreement are for the State's Fiscal Years (FY) 2026 and 2027. The amount of aid is based upon length of runways, taxiways, lighting, beacon, signage, etc. The maximum reimbursement each year is \$32,312.03.

Each year, staff complete a credit application for eligible expenses such as utilities, telephone, janitorial services, parts, supplies, training, and audit. Previously, the City received the full amount of the reimbursement each year.

Recommendation:

Approve Resolution 2025-220

Attachments:

1. Resolution 2025-220
2. Faribault_MO26-27_State Grant Agreement

CITY OF FARIBAULT

RESOLUTION #2025-220

**AUTHORIZE EXECUTION OF MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT
AGREEMENT No. 1060311 FOR AIRPORT MAINTENANCE AND OPERATION**

WHEREAS, the State of Minnesota provides financial assistance for operation and maintenance activities at the City's Municipal Airport; and

WHEREAS, a grant agreement has been prepared by the Minnesota Department of Transportation for State Fiscal Years 2026 & 2027 to provide for this assistance.

NOW, THEREFORE BE IT RESOLVED, that the State of Minnesota Agreement No.1060311, "State of Minnesota Airport Maintenance and Operation Grant Contract," State Projects A6601-MO26 & A6601-MO27 at the Faribault Municipal Airport is accepted.

ALSO, BE IT RESOLVED, that the Mayor and City Administrator are hereby authorized and directed to execute this Agreement and any amendments thereto on behalf of the City of Faribault.

Date Adopted: September 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

**STATE OF MINNESOTA
STATE AIRPORTS FUND
AIRPORT MAINTENANCE AND OPERATIONS GRANT AGREEMENT**

State Project Number (S.P.): A6601-MO26

State Project Number (S.P.): A6601-MO27

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and City of Faribault, City of Faribault, 208 Northwest First Avenue, Faribault, MN 55021 acting through its City Council (“Grantee”) (“Agreement”).

RECITALS

1. Minnesota Statutes §§360.015 and 360.305 authorize the State to provide financial assistance to airports for maintenance and operations activities.
2. Grantee owns, operates, or controls an airport (“Airport”) in the state system, and desires financial assistance from the State for maintenance and operations activities for State Fiscal Year 2026 and State Fiscal Year 2027.
3. Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the State.

AGREEMENT TERMS

1. Term of Agreement and Survival of Terms

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Grantee until this Agreement is fully executed.
- 1.2. **Expiration Date.** This Agreement will expire on June 30, 2027.
- 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, but not limited to, the following clauses: Indemnification; State Audits; Government Data Practices; Governing Law, Jurisdiction and Venue; and Data Disclosure.

2. Grantee’s Duties

- 2.1. **Airport Use.** In accordance with Minnesota Statutes §360.305, subd. 4, Grantee must operate and maintain the Airport, for the use and benefit of the public, in a safe, serviceable manner for aeronautical purposes only for a period of one (1) year from the date Grantee receives final reimbursement under this Agreement.
- 2.2. **Grounds Maintenance.** Grantee will keep the runway and the area around the lights at the Airport mowed and plowed. The grass must be mowed at least seven (7) feet beyond the lights and must not exceed six (6) inches in height on the landing area. The areas around any navigational aids must be sufficiently mowed and plowed to keep the area clear for vehicle access. If the Airport remains operational during the winter months, Grantee will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snowbanks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.

- 2.3. **Periodic Paint Striping.** If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Agreement, Grantee will cooperate with the marking operation. Grantee must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.4. **Inspections.** Grantee will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.
- 2.5. **Third-Party Contracting.** Grantee will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Agreement.

3. Grantee's Assurances

- 3.1. Grantee represents and warrants that Grantee has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§360.061 to 360.074.
- 3.2. Grantee will comply with all required grants management policies and procedures set forth in Minnesota Statutes §16B.97 subd. 4(a)(1).

4. Consideration and Payment

- 4.1. **Consideration.** State will pay for all eligible maintenance and operations costs incurred by Grantee under this Agreement as follows:
 - 4.1.1. **Basis.** Grantee will be reimbursed for 75% of all eligible maintenance and operations costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative or their designee according to the State's Funding Eligibility Guidance, which is available at:
<https://www.dot.state.mn.us/aero/airportdevelopment/fundingandgrants.html>
 - 4.1.2. **Fiscal Year Obligations.** State has currently obligated \$32,312.03 in each state fiscal year to reimburse 75% of eligible costs incurred by Grantee during each fiscal year and will be capped at this amount for each fiscal year. Any funding granted but not requested for reimbursement within the first fiscal year will not roll over into the second fiscal year.
 - 4.1.3. **Total Obligation.** The State's total obligation for all compensation and reimbursements to Grantee under this Agreement will not exceed \$64,624.06 (reflecting state fiscal years 2026 and 2027 combined obligations).
- 4.2. **Payment.**

- 4.2.1. **Invoices.** Grantee must submit detailed reimbursement requests for its eligible costs to the State's Authorized Representative on a quarterly basis or as otherwise directed by State's Authorized Representative. Invoices for expenses incurred after grant funds were encumbered by the State, but before the Effective Date of this Agreement, may not be submitted for reimbursement until after the Effective Date of this Agreement. The State's Office of Aeronautics will supply the reimbursement request forms that Grantee must submit. Reimbursement requests must be submitted according to the following schedule:

- Quarter 1 (Jul. 1st – Sept. 30th): **On or after October 1, and no later than November 15;**
- Quarter 2 (Oct. 1st – Dec. 31st): **On or after January 1, and no later than February 15;**
- Quarter 3 (Jan. 1st – Mar. 31st): **On or after April 1, and no later than May 15;** and
- Quarter 4 (Apr. 1st – Jun. 30th): **On or after July 1, and no later than August 15.**

The State may reject any costs submitted for reimbursement that the State determines, in its sole discretion, are not eligible maintenance and operations expenses. Any invoices not received by the State's Authorized Representative by December 31st of the fiscal year in which the expenses were incurred will be ineligible for reimbursement and rejected.

- 4.2.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at the State's discretion.
- 4.2.3. **Progress Reports.** The State may, at its sole discretion, require Grantee to submit quarterly progress reports in addition to its invoices. If so requested, the State will provide a progress report form for Grantee's completion and submittal with its invoices.
- 4.2.4. **The State's Payment Requirements.** The State will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. The State will make undisputed payments no later than thirty (30) days after receiving Grantee's invoices and progress reports, if requested by the State, for services performed. If an invoice is incorrect, defective or otherwise improper, the State will notify Grantee within ten (10) days of discovering the error. After the State receives the corrected invoice, State will pay Grantee within thirty (30) days of receipt of such invoice.
- 4.2.5. **Grant Monitoring Visit and Financial Reconciliation.** If the State's total obligation is greater than \$50,000.00, the State will conduct at least one monitoring visit and financial reconciliation of Grantee's expenditures. If the State's total obligation is greater than \$250,000.00, the State will conduct annual monitoring visits and financial reconciliations of Grantee's expenditures. The State's Authorized Representative will notify Grantee's Authorized Representative where and when monitoring visits and financial reconciliations will take place, which state employees and Grantee staff members should be present, as well as which, if any, of Grantee's contractors or consultants, or their agents, are required to participate. Grantee will be provided at least seven (7) days' notice prior to monitoring visits and/or financial reconciliations. Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by the State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.2.6. **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
5. **Conditions of Payment.** All services provided by Grantee under this Agreement must be performed to the State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law. In the event the Airport fails to pass any periodic inspection conducted by a representative of the State's Office of Aeronautics, Grantee will not receive payment under this Agreement until all deficiencies identified by any such inspection have been rectified to the Office of Aeronautics' satisfaction.

6. Authorized Representatives

6.1. State's Authorized Representative. State's Authorized Representative will be:

Name/Title: Jenny Bahneman, Grants Specialist Coordinator
 Address: Office of Aeronautics
 395 John Ireland Boulevard, Mail Stop 410
 Saint Paul, Minnesota 55155
 E-Mail: jenny.bahneman@state.mn.us

State's Authorized Representative or their successor, will monitor Grantee's performance and has the authority to accept or reject the services provided under this Agreement. If the Grantee's duties are performed in a satisfactory manner, the State's Authorized Representative will accept each reimbursement request submitted for payment.

6.2. Grantee's Authorized Representative. Grantee's Authorized Representative will be:

Name/Title: Travis Block, Public Works Director
 Address: City of Faribault, 208 Northwest First Avenue, Faribault, MN 55021

Telephone: (507) 333-0365

E-Mail: tblock@ci.faribault.mn.us

If Grantee's Authorized Representative changes at any time during this Agreement, Grantee must immediately notify State.

7. **Assignment; Amendments; Waiver; Agreement Complete; Electronic Records; Certification**

- 7.1. **Assignment.** Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2. **Amendments.** An 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.
- 7.3. **Waiver.** If the State fails to enforce any provision of this Agreement, such failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4. **Agreement Complete.** This Agreement contains all prior negotiations and agreements between the State and Grantee. No other prior understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- 7.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6. **Certification.** By signing this Agreement, Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8. **Liability and Indemnification.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of Grantee. Notwithstanding the foregoing, Grantee 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, and expenses, including reasonable attorneys' fees, arising in connection with the services performed under this Agreement, asserted by, or resulting from the acts or omissions of Grantee's contractors, consultants, agents or any other third parties under the direct control of Grantee.
9. **State Audits.** Under Minnesota Statutes § 16B.98 subd. 8, the books, records, documents, and accounting procedures and practices of Grantee, or those of any other party relevant to this grant Agreement, or transactions resulting from this Agreement, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the expiration of this Agreement or receipt and approval of all final reports, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.
10. **Government Data Practices.** Grantee and the State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Grantee 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 Grantee or the State. If Grantee receives a request to release the data referred to herein, Grantee must immediately notify the State and consult with the State as to how Grantee should respond to the request. Grantee's response to the request must comply with applicable law.
11. **Workers' Compensation.** Grantee certifies that it is in compliance with Minnesota Statutes §176.181, subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered state employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of Grantee's employees, as well as any claims made by any third party as a consequence of any act or omission on the part of Grantee's employees are in no way the State's obligation or responsibility.

12. **Governing Law, Jurisdiction and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs 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. **Data Disclosure.** Under Minnesota Statutes §270C.65, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.
14. **Termination and Suspension**
- 14.1. **Termination by the State.** The State or Commissioner of Administration may unilaterally terminate this Agreement at any time, with or without cause, upon written notice to Grantee. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. **Termination for Cause.** The State may immediately terminate this Agreement if the State finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3. **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature or if funding cannot be continued at a level sufficient to pay for the services contracted for under this Agreement. Termination must be by written or fax notice to Grantee. The State is not obligated to pay for any services that are performed after notice and effective date of termination. However, Grantee 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 the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 14.4. **Suspension.** The State may immediately suspend this Agreement in the event of a total or partial government shutdown due to its failure to pass an approved budget by the legal deadline. Work performed by Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
15. **Fund Use Prohibited.** Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee has been awarded funds for the Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.
16. **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every agreement for or on behalf of the State, or any county, city, town, township, school, school district or any other district in the State, for materials, supplies or construction will contain provisions by which Grantee agrees that:
- 16.1. In the hiring of common or skilled labor for the performance of any work under any agreement, or any sub-agreement, no contractor, material supplier, vendor, or other agent of Grantee will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

- 16.2. No contractor, material supplier, vendor, or other agent of Grantee will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified herein, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any agreement on account of race, creed or color;
 - 16.3. A violation of this Section is a misdemeanor; and
 - 16.4. Any subsequent violations of this Section may result in the termination of this Agreement and any sub-agreements by the State, or any county, city, town, township, school, school district or other entity or person authorized to enter into agreements for employment, and all money due, or to become due, under this Agreement or any sub-agreements may be forfeited.
17. **Limitation.** Under this Agreement, the State is only responsible for disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by Grantee; however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its agreements with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

STATE ENCUMBRANCE VERIFICATION

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

By: _____

SWIFT Contract (SC) ID No. _____

Purchase Order (PO) ID No. _____

*PO staged and to be encumbered with future State fiscal year funds.

GRANTEE

Grantee certifies that the appropriate persons have executed this Agreement on behalf of Grantee as required by applicable articles, bylaws, ordinances, or resolutions.

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION
(with delegated authority)

By: _____

MnDOT CONTRACT MANAGEMENT

By: _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: September 9, 2025
SUBJECT: Resolution 2025-225 Amend the 2025 Adopted Budget for the Purchase of Police Equipment with Public Safety Aid Funds

Background:

Recent incidents involving the Faribault Police Department, both locally and when providing mutual aid to Minnesota communities through our participation with South Metro SWAT, have demonstrated the value of an expanded Unmanned Aerial Systems (UAS) program. The department's UAS (or Drone) program is limited to a large drone capable of aerial flight missions. The department is seeking to use Public Safety Aid funds to expand our UAS program.

The proposed budget adjustment allows the department to purchase a second UAS capable of aerial flight and two small drones capable of indoor flight. The addition of a second aerial drone will serve as a backup to our existing drone should an equipment issue occur. It will also allow for continuous flight during times when a battery change is required. Indoor drones provide greater maneuverability, officer safety, and act as a personnel multiplier for certain incidents. Instead of sending teams of officers into a building at the risk of officer safety, an indoor drone can be deployed and provide greater operational efficiency.

The purchase price of the large drone is \$9,259, while the smaller drones total \$3,766. Resolution 2025-225 approves the allocation of PSA funds to the General fund to facilitate the purchases from Vertex Unmanned Solutions.

Recommendation:

Approve Resolution

Attachments:

1. Vertex Unmanned Solutions Quote(s)
2. Resolution 2025- Ammend the 2025 Budget to Purchase Police Drones



Quote #D7290
Jun 16, 2025

SHIPPING ADDRESS

Matt Shuda
Faribault Police Department
25 4th Street Northeast
Faribault MN 55021
United States
Tel. +15073340936

CUSTOMER

Matt Shuda
Faribault Police Department
25 4th Street Northeast
Faribault MN 55021
United States

ITEMS		PRICE	TAX	QTY	ITEM TOTAL
	DJI Matrice 4T Worry-Free Plus Combo	\$7,849.00	\$0.00	1	\$7,849.00
	DJI Matrice 4 Series Flight Battery	\$230.00	\$0.00	3	\$690.00
	DJI AL1 Spotlight - Matrice 4	\$430.00	\$0.00	1	\$430.00
	DJI AS1 Speaker - Matrice 4	\$290.00	\$0.00	1	\$290.00

Subtotal \$9,259.00

Shipping \$0.00

MN STATE TAX -
MINNESOTA \$0.00
0.0%



25912

Quote #D7140
May 29, 2025

SHIPPING ADDRESS

Matt Shuda
Faribault Police Department
25 4th Street Northeast
Faribault MN 55021
United States
Tel. +15073340936

CUSTOMER

Matt Shuda
Faribault Police Department
25 4th Street Northeast
Faribault MN 55021
United States

ITEMS		PRICE	TAX	QTY	ITEM TOTAL
	Avata 2 Fly More Bundle - 3 battery	\$1,499.00	\$0.00	2	\$2,998.00
	DJI Avata 2 Tactical Light Kit (4 Light Kit)	\$159.99	\$0.00	2	\$319.98
	DJI AVATA CASE SKU: 850005270898	\$249.00	\$0.00	1	\$249.00
	DJI FPV Remote Controller 3	\$199.00	\$0.00	1	\$199.00

Subtotal \$3,765.98

Shipping \$0.00

MN STATE TAX -
MINNESOTA \$0.00
0.0%

CITY OF FARIBAULT

RESOLUTION #2025 –225

AMEND THE 2025 ADOPTED BUDGET TO PURCHASE POLICE DRONES WITH PUBLIC SAFETY AID FUNDS

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
Police	45400	\$9,259	Purchase DJI Matrice UAS Drone
Police	42410	\$3,766	Purchase Avata2 UAS Drone (x 2)

BE IT FURTHER RESOLVED that the purchase agreement with Vertex Unmanned Solutions is approved.

Date Adopted: September 9, 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: Rochelle Anderholm-Parsch, Parks and Recreation Director
MEETING DATE: September 9, 2025
SUBJECT: Resolution 2025-223 Approve Street Closures for Bethlehem Academy Homecoming Parade

Background:

Bethlehem Academy (BA) will be hosting its Homecoming Parade at 1:30 p.m. on Friday, September 12, 2025.

The parade will begin at the BA parking lot, proceed north on 3rd Avenue, east on 3rd Street NW, south on 2nd Avenue and west on 1st Street SW returning to the BA parking lot. They are requesting this route be closed for their parade.

Recommendation:

Approve Resolution 2025-223 as requested.

Attachments:

1. Resolution 2025-223 Approve Street Closures for Bethlehem Academy Homecoming Parade
2. BA Request
3. BA Parade Route

CITY OF FARIBAULT

RESOLUTION #2025-223

APPROVE STREET CLOSURES FOR BETHLEHEM ACADEMY HOMECOMING PARADE

WHEREAS, Bethlehem Academy (BA) High School is hosting its annual Homecoming Parade on Friday, September 12, 2025, at 1:30 p.m.; and

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

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

NOW, THEREFORE BE IT RESOLVED, that 3rd Avenue starting at the BA parking lot north to 3rd Street NW, east on 3rd Street NW to 2nd Avenue, south on 2nd Avenue to 1st Street SW and west on 1st Street SW to the BA parking lot will be closed from 1:30 p.m. to 2:30 p.m. on Friday, September 12, 2025, for the Bethlehem Academy Homecoming Parade.

Adopted: September 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser City Administrator



Outlook

FW: BA Homecoming Parade

From Friesen, Ed <efriesen@bacards.org>
Date Fri 8/29/2025 11:37 AM
To Denise Hansen <dhansen@faribaultmn.gov>

From: Ed Friesen <efriesen@bacards.org>
Date: Wednesday, August 27, 2025 at 5:24 PM
To: Rochelle Anderholm-Parsch <rap@faribaultmn.gov>
Cc: "jscherwin@ci.faribault.mn.us" <jscherwin@ci.faribault.mn.us>, Dave Dillon <ddillon@ci.faribault.mn.us>, "jthomas@co.rice.mn.us" <jthomas@co.rice.mn.us>, "ddienst@ci.faribault.mn.us" <ddienst@ci.faribault.mn.us>
Subject: BA Homecoming Parade

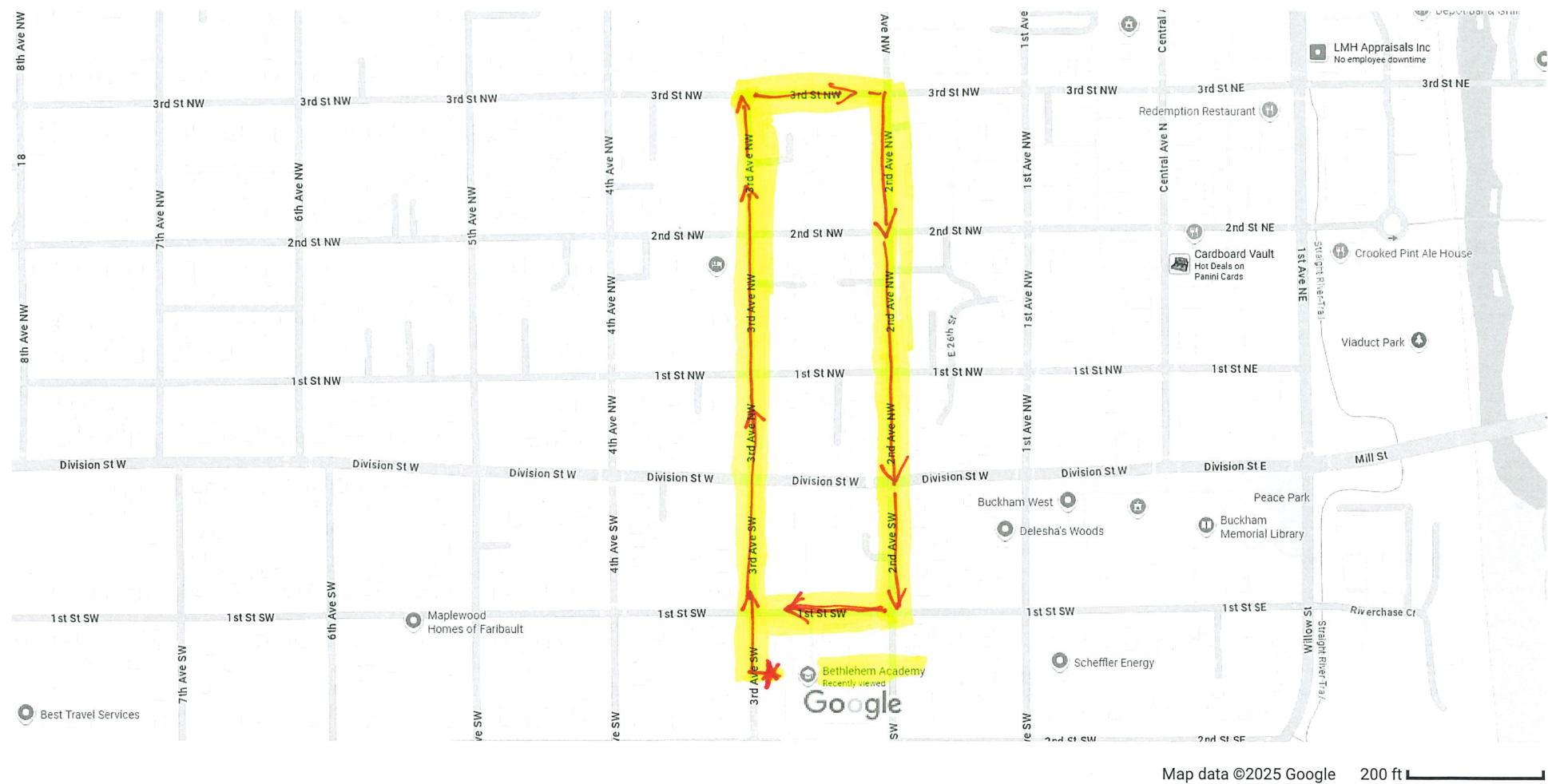
BA's homecoming is the weekend of September 12-13.

We would like to have a homecoming parade on Friday, September 12 starting at 1:30pm. The parade route will be a shorter version of what we have traditionally done in the past.

The parade would start in our school parking lot.
Head north on 3rd Ave SW to 3rd St. NW.
Turn right and go 1 block on 3rd St. NW to 2nd Ave.
Turn right on 2nd Ave NW and head south to 1st SW
Turn right on 1st St SW and return to the school parking lot.

Thank you,

Ed Friesen
Director of Academics and Student Life
Bethlehem Academy
Faribault, Minnesota





Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Rochelle Anderholm-Parsch, Parks and Recreation Director
MEETING DATE: September 9, 2025
SUBJECT: Resolution 2025-226 Approve Street Closure for 3rd & Long on 3rd Street

Background:

A request has been made by Casie Steeves and Peter Roessler, on behalf of the Faribault Chamber of Commerce and Our Place on 3rd, to hold the 3rd & Long on 3rd Street Event in downtown Faribault. The event will be held on Friday, September 26, 2025, from 6-9 p.m. They are requesting to close 3rd Street NW on the south side of the Elks Club from 1st Avenue NW to the alley halfway to Central Avenue for autographs by Vikings legend Tommy Kramer, football, live music and street dance. They have requested the street be closed from 2 p.m. to 11 p.m. to allow time for set up and clean up.

Recommendation:

Approve Resolution 2025-226 as requested.

Attachments:

1. Resolution 2025-226 Approve Street Closure for 3rd & Long on 3rd Street Event
2. 3rd & Long Poster
3. 3rd & Long Request

CITY OF FARIBAULT

RESOLUTION #2025-226

APPROVE STREET CLOSURE FOR 3RD & LONG ON 3RD STREET EVENT

WHEREAS, the Faribault Chamber of Commerce in cooperation with Our Place on 3rd and Elks Club No. 1166 in Faribault is hosting a 3rd & Long on 3rd Street Event in downtown Faribault on Friday, September 26, 2025; and

WHEREAS, they plan to have autographs by Vikings legend Tommy Kramer, football, live music and a street dance on 3rd Street NW; and

WHEREAS, the Chamber will provide a completed event agreement including liability insurance information prior to the event; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the part of 3rd Street NW on the south side of the Elks Club from 1st Avenue NW to the alley hallway to Central Avenue will be closed from 2 p.m. to 11 p.m. on Friday, September 26, 2025, for the 3rd & Long on 3rd Street Event.

Date Adopted: September 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

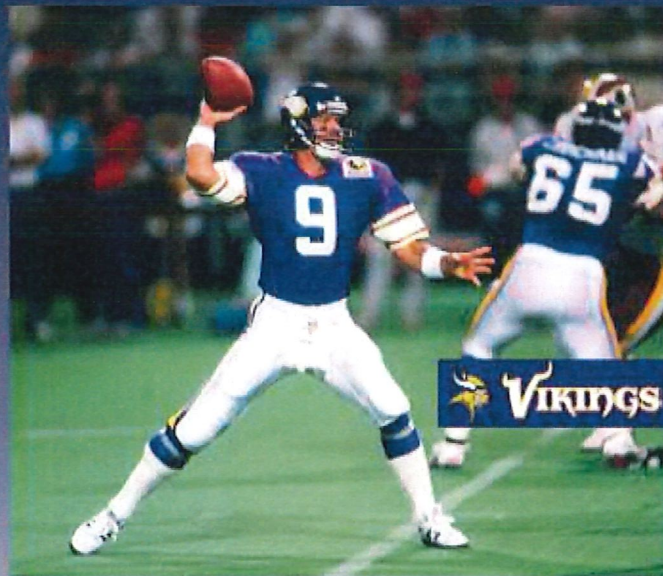
Jessica L. Kinser City Administrator

3rd & Long... on 3rd Street!

Quarterback Tommy Kramer

Meet Vikings Legend Tommy Kramer!

Former Pro Bowl quarterback and NFL Comeback Player of the Year, "Two-Minute Tommy" lit up the field with over 24,000 career passing yards. Now he's bringing the action to 3rd Street in Faribault!



Join us on 3rd street between

**OUR
PLACE**

- ON 3RD -



Friday, September 26 6:00pm - 9:00pm

Autographs, Fans, Football & Live Music by Steve & Steve

Free Event Sponsored by:



**OUR
PLACE**
ON 3RD





Street Closure Application

(I) (we) hereby request consideration for closure of

3rd St NW

Street Address

between

1st Ave NW

and

20 3rd St NW

(Street Name)

(Street Name)

for

Street dance

(description of event)

between the hours of

2PM

and

11 PM
~~to 12 AM~~

on

Date:

9/24/2025

Applicant information:

Name:

Cassie Steeves

Address:

530 Wilson Avenue

Phone:

507 4334-4341 or 507 411 6175

2nd Contact person:

Name:

Peter Roessler

Address:

20 3rd St NW

Phone:

507 201 7404

Orange traffic cones are available upon request. The applicant will be responsible for picking up and returning the cones.
Applicant will make arrangements with Public Works at 333-0361 for date of pickup.

This application has been reviewed and approved on: _____

By: _____

Public Works Department

By: _____

Fire Department

By: _____

Police Department



Outlook

RE: Message from "RNP583879778F1B"

From Casie Steeves <casie@faribaultmn.org>

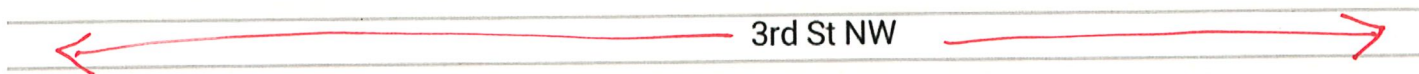
Date Thu 8/14/2025 3:22 PM

To Rochelle Anderholm-Parsch <rap@faribaultmn.gov>; peter.roessler@state.mn.us <peter.roessler@state.mn.us>

Cc Nort Johnson <nort@faribaultmn.org>; Denise Hansen <dhansen@faribaultmn.gov>

I will let Pete share the details of the event via the flyer that is in progress.
Attached is a screenshot of the area

This is a collaboration between Our Place and The Elks, as far as the band and street closure (stage as well)
We will likely need barricades (4-6 would be sufficient) and would be utilizing our staff to place.
Both establishments have liquor permits and will be selling inside the establishment only



Casie Steeves

Director of Operations

Faribault Area Chamber of Commerce & Tourism

507-334-4381 | 507-491-6175 | casie@faribaultmn.orgwww.faribaultmn.org

530 Wilson Avenue Faribault, MN 55021





Outlook

RE: Message from "RNP583879778F1B"

From Roessler, Peter (DOC) <peter.roessler@state.mn.us>**Date** Wed 9/3/2025 8:45 AM**To** Denise Hansen <dhansen@faribaultmn.gov>; Nort Johnson <nort@faribaultmn.org>; Casie Steeves <casie@faribaultmn.org>

Good morning Denise,

Our Place on 3rd and the Elks would like to close the street on the evening of Friday September 26Th. We are hosting Tommy Kramer, and are having a band that night. Casie has the flyer posted on the Chamber website. Please let me know what else you need from me.

Thank you, Pete

From: Denise Hansen <dhansen@faribaultmn.gov>**Sent:** Wednesday, August 27, 2025 10:06 AM**To:** Nort Johnson <nort@faribaultmn.org>; Casie Steeves <casie@faribaultmn.org>; Roessler, Peter (DOC) <peter.roessler@state.mn.us>**Subject:** Re: Message from "RNP583879778F1B"

You don't often get email from dhansen@faribaultmn.gov. [Learn why this is important](#)

This message may be from an external email source.

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

Just an FYI - we have not received any additional information re: this street closure request. Please forward information regarding the event so we can request Council approval. The next Council meeting is September 9 so we would need information by September 4 to get it on the agenda.

Thank you!
Denise

DENISE HANSEN

Administrative Coordinator

OFFICE | 507-334-2064**EMAIL** | dhansen@faribaultmn.gov**WEB** | www.faribault.org**ADDRESS** | 15 W. Division St., Faribault, MN 55021

From: Nort Johnson <nort@faribaultmn.org>**Sent:** Sunday, August 17, 2025 7:54 PM**To:** Rochelle Anderholm-Parsch <rap@faribaultmn.gov>; Casie Steeves <casie@faribaultmn.org>; peter.roessler@state.mn.us <peter.roessler@state.mn.us>**Cc:** Denise Hansen <dhansen@faribaultmn.gov>**Subject:** RE: Message from "RNP583879778F1B"

Thanks so much – let me know if I can help...

Nort Johnson

Faribault Area Chamber of Commerce and Tourism

office; 507.334.4381 mobile; 605.490.4237

nort@faribaultmn.org

"The meaning of life is to find your gift. The purpose of life is to give it away." - Pablo Picasso

From: Rochelle Anderholm-Parsch <rap@faribaultmn.gov>

Sent: Thursday, August 14, 2025 3:41 PM

To: Casie Steeves <casie@faribaultmn.org>; peter.roessler@state.mn.us

Cc: Nort Johnson <nort@faribaultmn.org>; Denise Hansen <dhansen@faribaultmn.gov>

Subject: Re: Message from "RNP583879778F1B"

Thank you, we will look forward to hearing from Pete.

Rochelle Anderholm-Parsch

Parks and Recreation Director

OFFICE | 507-384-0512

EMAIL | rap@faribaultmn.gov

WEB | www.faribaultmn.gov

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

From: Casie Steeves <casie@faribaultmn.org>

Sent: Thursday, August 14, 2025 3:22 PM

To: Rochelle Anderholm-Parsch <rap@faribaultmn.gov>; peter.roessler@state.mn.us <peter.roessler@state.mn.us>

Cc: Nort Johnson <nort@faribaultmn.org>; Denise Hansen <dhansen@faribaultmn.gov>

Subject: RE: Message from "RNP583879778F1B"

I will let Pete share the details of the event via the flyer that is in progress.

Attached is a screenshot of the area

This is a collaboration between Our Place and The Elks, as far as the band and street closure (stage as well)

We will likely need barricades (4-6 would be sufficient) and would be utilizing our staff to place.

Both establishments have liquor permits and will be selling inside the establishment only



Casie Steeves

Director of Operations

Faribault Area Chamber of Commerce & Tourism

507-334-4381 | 507-491-6175 | casie@faribaultmn.org

www.faribaultmn.org

530 Wilson Avenue Faribault, MN 55021



From: Rochelle Anderholm-Parsch <rap@faribaultmn.gov>

Sent: Thursday, August 14, 2025 3:10 PM

To: Casie Steeves <casie@faribaultmn.org>; 'peterroessler@state.mn.us' <peterroessler@state.mn.us>

Cc: Nort Johnson <nort@faribaultmn.org>; Denise Hansen <dhansen@faribaultmn.gov>

Subject: Re: Message from "RNP583879778F1B"

Hi Cassie,

Thanks so much for sending this in! To help us move your street closure request forward, could you share a bit more detail?

If you're able, please include a map showing the exact street area you're requesting. It would also be helpful to know more about the event, such as the name, purpose, and any relevant details like an alcohol license, cones, barricades, etc., if applicable.

I've cc'd Denise Hansen, who helps us process these through Council. Once we have the details, I'd also suggest looping in Police and Public Works. We copy them on the request, but since it's a street closure, our role is more about helping connect the right people.

Thanks again for getting this started, we'll help guide it through the process!

Rochelle Anderholm-Parsch

Parks and Recreation Director

OFFICE | 507-384-0512

EMAIL | rap@faribaultmn.govWEB | www.faribaultmn.gov

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

From: Casie Steeves <casie@faribaultmn.org>**Sent:** Thursday, August 14, 2025 1:24 PM**To:** 'peterroessler@state.mn.us' <peterroessler@state.mn.us>; Rochelle Anderholm-Parsch <rap@faribaultmn.gov>**Cc:** Nort Johnson <nort@faribaultmn.org>**Subject:** FW: Message from "RNP583879778F1B"

Good Afternoon!

Please see the attached street closure form for an event on 9/26/2025

Pete is copied on this email, and would be happy to answer any questions i/a

Thanks!

Casie Steeves

Director of Operations

Faribault Area Chamber of Commerce & Tourism

507-334-4381 | 507-491-6175 | casie@faribaultmn.orgwww.faribaultmn.org

530 Wilson Avenue Faribault, MN 55021

-----Original Message-----

From: chambercopier@faribaultmn.org <chambercopier@faribaultmn.org>**Sent:** Thursday, August 14, 2025 12:06 PM**To:** Casie Steeves <casie@faribaultmn.org>**Subject:** Message from "RNP583879778F1B"

This E-mail was sent from "RNP583879778F1B" (IM C3500).

Scan Date: 08.14.2025 12:05:58 (-0500)

Queries to: chambercopier@faribaultmn.org

This email is intended to be read only by the intended recipient. This email may be legally privileged or protected from disclosure by law. If you are not the intended recipient, any dissemination of this email or any attachments is strictly prohibited, and you should refrain from reading this email or examining any attachments. If you received this email in error, please notify the sender immediately and delete this email and any attachments.

Thank you.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: September 9, 2025
SUBJECT: Resolution 2025-224 Amend the 2025 Adopted Budget for Water Reclamation Facility Improvements

Background:

Improvements at the Water Reclamation Facility (WRF) were approved with the passing of Resolution 2025-096. One of the improvements included in the bid package was an alternate to replace the primary splitter box structure. The alternate was accepted in the amount of \$900,000.000. This amount was not included in the 2025 budget. The attached resolution adjusts the 2025 budget for the WRF.

Recommendation:

Approve Resolution 2025-224

Attachments:

1. Resolution 2025-224 Budget Amendment

CITY OF FARIBAULT

RESOLUTION #2025-224

AMEND THE 2025 ADOPTED BUDGET FOR WATER RECLAMATION FACILITY 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
SwrRecl	45300	+1,089,000	The addition of primary clarifier splitter box replacement alternate

Date Adopted: September 9, 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: September 9, 2025
SUBJECT: Approve Task Order No. 15 with Foth for Airport Pavement Rehabilitation Project

Background:

Attached is a copy of Task Order No. 15 with Foth (Engineering consultants for the Municipal Airport), for a construction administration contract for \$99,476.00. The task order includes the scope of services for a pavement rehabilitation project that is included in the approved 2025 Budget and CIP. Under the project, taxiway and apron pavement will be rehabilitated, and drainage improvements will be made to extend the pavement lifecycle. These services will be reimbursed under the grant funding for the project at the rate of 90/5/5% Federal, State and Local split.

Recommendation:

Approve Task Order No.15 with Foth for Airfield Pavement Rehabilitation Project at Airport

Attachments:

1. Task Order 15 - FBL - Airfield Pavement Rehab CACO

TASK ORDER NO. 15

For

Foth Infrastructure & Environment, LLC

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

Specific Project Data

A. Title: **Airfield Pavement Rehabilitation – Construction Phase Services**

B. Description:

The City of Faribault desires to rehabilitate aging airfield pavement on the apron and taxiways. This project will be reconstruct and rehabilitate portions of the aircraft apron, Taxiway E1, and Taxiway B. Design work has been completed under a prior task order. This task order provides for the construction observation and administration services for the project.

1. Services of Consultant

See Attachment No. 1 – Scope of Services

2. CITY's Responsibilities

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

3. Times for Rendering Services

<u>Task</u>	<u>Completion Date</u>
Construction Administration	October 2025
Construction Observation	September 2025
Project Closeout	December 2025

4. Payments to Engineer

The total contract value of this Task Order is **\$99,476** of which the construction administration and observation activities are compensated by Cost Plus Fixed Fee format while the closeout activities are compensated by lump sum format as detailed below.

METHOD OF PAYMENT, DIRECT LABOR COSTS TIMES A FACTOR:

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

Direct Labor	\$ 22,362
Overhead	\$ 40,227
Non-Salary Expenses	\$ 4,045

Subtotal	\$66,634
Fixed Payment	\$ 8,137
Subcontractors	\$ 18,000
Total	\$ 92,771

METHOD OF PAYMENT, LUMP SUM:

The total compensation for **Project Closeout** services identified in Attachment 1, Scope of Services, of this Task Order shall be **\$6,705**.

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

Braun Intertec – Construction Material Sampling and Testing

The Effective Date of this Task Order is September 9, 2025.

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

CITY: **City of Faribault**

ATTEST:

Thomas Spooner, Mayor

Jessica Kinser, City Administrator

Date: _____

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



Adam Wilhelm, Client Director

Date: 9/4/2025

ATTACHMENT NO.1 - SCOPE OF SERVICES

TASK ORDER 15 Airfield Pavement Rehabilitation Construction Phase Services

The scope of services to be performed by the Consultant includes all detail work, services, materials, equipment and supplies necessary to provide construction phase professional services for the airfield pavement rehabilitation project. Construction is anticipated to take place during the later summer/early fall of 2025.

The Consultant shall complete the scope of services in accordance with generally accepted standards of practice and shall include all work necessary to complete the tasks outlined in this agreement.

TASK A – PROJECT MANAGEMENT

A1.0 PROJECT ADMINISTRATION

A1.1 Project Management and Administration

The Consultant shall be responsible for the development and tracking of the scope of services for the duration of this contract. This includes task identification, staff scheduling and coordination, project communications, monthly progress reporting and invoicing and other important elements of the project. The duration is assumed to be **four** months.

TASK B – CONSTRUCTION ADMINISTRATION SERVICES

B1.1 General Administration of Construction Contract

Consultant shall consult with and advise Owner and act as Owner's representative as provided in the General Specifications of the construction documents. The extent and limitations of the duties, responsibilities, and authority of Consultant as assigned in said General Specifications shall not be modified except as Consultant may otherwise agree in writing. All of Owner's instructions to Contractor(s) shall be issued through Consultant who shall have authority to act on behalf of Owner to the extent provided in said General Specifications except as otherwise provided in writing.

B1.2 Construction Meetings

- a. The Consultant shall conduct a pre-construction meeting after award of construction contract. Meeting attendees will include the Owner, Contractor, any subcontractors, and other interested parties. Meeting agenda will be in accordance with FAA AC 150/5370-12B. Consultant shall provide 10 day advance notice of the pre-construction meeting.
- b. The Consultant shall conduct construction progress meetings during construction. Weekly progress meetings shall be held through the course of the project, with an expected **eight** meetings being held.
- c. The Consultant will attend the construction progress meeting on-site or remotely. The purpose of the meeting is to facilitate open communications between the Owner, Contractor, and all stakeholders. To that end the Consultant shall prepare an agenda, keep record of conversations and decisions made at the construction progress meeting, and distribute minutes to all stakeholders.

B1.3 Site Visit

The Project Engineer shall visit the construction area to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant shall determine,

in general, if such work is proceeding in accordance with the Plans, and the Consultant shall keep the Owner informed of the progress of the work.

- a. The purpose of the visit to the site will be to enable the Consultant to better carry out his duties and responsibilities during the construction phase and, in addition, by exercise of the Project Engineer's efforts as an experienced and qualified design professional, to provide for the Owner a greater degree of confidence that the completed work of the Contractor will conform to the construction contract documents, and that the integrity of the design concept as reflected in the construction contract documents has been implemented and preserved by the Contractor.
- b. During the site visit, the Project Engineer may disapprove of or reject the Contractor's work while it is in progress if the Project Engineer believes that such work will not produce a completed project that conforms to the construction contract documents, or that it will prejudice the integrity of the design concept of the project as reflected in the construction contract documents.

The Project Engineer Site Visit is anticipated to occur in conjunction with the construction progress meetings. The site visit is in addition to the site visits required for Construction Observation – Section C. For budget purposes, **four** site visits are included with this scope of services. Additional visits by the Project Engineer may be made, as requested or required, but shall be beyond this scope of services.

B1.4 Shop Drawings

Consultant shall review Shop Drawings, samples, and other data, which Contractor(s) are required to submit, but only for conformance with the design concept of the construction contract documents.

B1.5 Request For Information (RFI)

Consultant and the Consultant's agents shall review and respond to RFI's submitted by Contractor.

B1.6 Inspections and Tests

Consultant shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the construction contract documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with the construction contract documents).

B1.7 Contractor Payroll, Labor Standards Review, and DBE Monitoring

Consultant will monitor Contractor compliance with wage and labor requirements as well as DBE participation. Consultant will collect and review weekly payroll submittals from Contractor and all subcontractors. In addition the Consultant will conduct wage rate interviews, using GSA form SF 1445, to support Davis-Bacon monitoring efforts. Any violations discovered, complaints received, or discrepancies observed in DBE participation will be turned over to the Owner for investigation. DBE participation will be observed and recorded in the daily project notes. It is anticipated that **eight** weeks of payrolls will be reviewed. Payroll records will be provided to the Owner at the completion of the project, or at intervals during the project as requested.

B1.8 Applications for Payment

Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative, and on review of applications for payment and accompanying data and schedules:

- a. Consultant shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment shall constitute a representation to Owner, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such work is generally in accordance with the

construction contract documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any other qualifications stated in the recommendation). In the case of unit price work, Consultant recommendations of payment shall include final determinations of quantities and classifications of such work (subject to subsequent adjustments allowed by the construction contract documents).

- b. By recommending any payment Consultant shall not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Agreement and the construction contract documents. Consultant's review of Contractor(s)' work for the purposes of recommending payments shall not impose on Consultant responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It shall also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price as set forth in agreement between Contractor and Owner, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- c. Three applications for payment are anticipated for this project.

B1.9 Change Orders

The Consultant shall issue necessary interpretations and clarifications of the construction contract documents and in connection therewith, prepare change orders as required. Inclusive of this task is the work required to conduct a cost analysis for items that prices are not already established prior to negotiation with contractor on change order pricing. For purposes of this contract, it is estimated that one change order will be processed during the construction, along with a final reconciliation of final quantities change order at the completion of the construction contract.

B1.10 Disputes Between Owner and Contractor

Consultant shall act as initial interpreter of the requirements of the construction contract documents and judge of the acceptability of the work there under and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the construction contract documents pertaining to the execution and progress of the work. Consultant shall advise and assist the Owner in settling disputes between the Owner and the Contractor. Such advice and assistance shall not include preparation for or testimony during any litigation, which might arise following such dispute or preparation for or participation during mediation, if required. Such preparation for or testimony during litigation or mediation, should it be necessary, shall be considered outside the scope of this contract.

B1.11 Final Project Inspection

Consultant shall conduct a final project review to determine if the work is substantially complete and to determine if the completed work is acceptable, so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to Owner and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).

TASK C – CONSTRUCTION OBSERVATION SERVICES

C1.0 RESIDENT PROJECT REPRESENTATIVE SERVICES

Resident Project Representatives shall be Consultant's agent or employee and under Consultant's supervision. For this project, the services of the Consultant's Project Representative shall be based on the following construction observations visits during construction:

- Pre-Construction Preparation
 - 8 hours total
- Full-time Observation
 - 40 Working Days at 6 hours per day = 320 Hours

The visits above result in a maximum of **248 hours** of construction observation. Only 1 staff member from the Consultant or the Consultant's agent will act as the Field representative during construction. In the event further construction observation visits are needed, resident project services shall be provided as further discussed in the "Changes in Scope of Services" section of the contract.

C2.0 CONSTRUCTION SURVEY AND STAKING

Survey for the construction of the work of this project will be completed by the Contractor. This includes all layout required for the construction of the work. The Consultant shall establish horizontal and vertical control for the project.

C3.0 QUALITY ASSURANCE / CONSTRUCTION MATERIAL TESTING

Under this task the Consultant shall employ the services of a construction materials testing sub-consultant. The sub-consultant's laboratory furnishing testing services for the project shall be tested for proficiency by a nationally recognized accreditation program i.e. AASHTO, NVLAP or A2LA. [NOTE: If a testing laboratory can show evidence that it has applied for and paid necessary fees to an acceptable laboratory accreditation program, such evidence may satisfy this requirement.] The laboratory shall only be required to have accreditation for tests required in the project.

Testing functions occurring in the field such as density testing, material sampling, or specimen preparation may be performed by accredited laboratory personnel or other qualified personnel.

C3.1 Construction Material Sampling and Testing

Testing related to project construction will include, but is not limited to the following:

- a. Field density testing of subgrade and subbase materials
- b. Portland Cement Concrete Quality Assurance Testing, including air, slump, and compressive strength.
- c. Bituminous pavement plant monitoring, pavement cores, and quality assurance testing.

TASK D – PROJECT CLOSEOUT SERVICES

The Consultant shall provide the following grant closeout services. Project closeout services shall be completed, and closeout documentation submitted to the FAA within 90 days of the final payment to the Contractor. The Consultant shall address all FAA closeout document review comments.

D1.1 Final Construction Report

Prepare and deliver Final Construction Report in PDF format, one to the Owner and one to the FAA, which shall include the following sections and appendices:

- Part A – Overview
 - A.1- Summary of work accomplished (includes AIP eligible and ineligible items).
 - A.2 – Project Costs and Funding Sources

- A.3 – Project Team – List parties involved in accomplishing the work (Owner, Engineer, Prime Contractor, major Subcontractors, utility companies, etc.). List the work performed by the Prime Contractor and major subcontractors.
- A.4 – Milestones;
 - Bid Advertisements
 - Prebid Meeting
 - Receipt of Bids (Bid Opening)
 - Public Hearing
 - Construction Contract Execution
 - Grant Execution
 - Pre-Construction Meeting
 - CQCP Meeting
 - Pre-Pave Meeting
 - NTPs for Construction
 - Physical Start of Construction
 - Substantial Completion
 - Final Inspection
 - Physical End of Construction (Punchlist Complete)
 - Engineer's Statement of Completion
 - Final Payment to Contractor (date of Owner signature), and
 - Owner Acceptance (if different than date of Final Payment signed)
- A.5 – Construction Photographs
- A.6 – Final Inspection and Punch List (Summary with reference to Appendix)
- A.7 – Construction time (original contract time, final contract time, actual time used) summary and, if required explanation of liquidated damages.
- A.8 – QA Materials Testing Summary. A copy of all acceptance test results will be provided in a PDF file separate from the Final Construction Report.
- Part B – Project Costs
 - B.1 – Administrative Costs with delineation of AIP eligible & ineligible costs.
 - B.2 – Engineering Costs with delineation of AIP eligible & ineligible costs.
 - B.3 – Construction Costs including contract versus final quantities (line item summary), explanation and justification of underruns and overruns, summary of change orders, and delineation of AIP eligible & ineligible costs.
- Part C - Compliance
 - C.1 – Statement on compliance with Buy American Provision (refer to shop drawing submittal log).
 - C.2 – Compliance with Airport Lighting Equipment Certification. The following statement will be included: The airfield lighting equipment installed under this project complies with the FAA Airport Lighting Equipment Certification Program described in AC 150/5345-53D. At the time of bid opening, the Appendix 3 Addendum dated April 2023 to this AC was applicable. Refer to Appendix [] of this report for a copy of the shop drawings submittals log. The Sponsor retains on file the product information sheets of the installed airfield lighting equipment which are available to the FAA upon request.
 - C.3 – Statement of compliance with contract labor provisions (payroll reviews, complaints, etc.). Reference AC 150/5100-6.
 - C.4 – Compliance with Environmental Requirements

- C.5 – Summary of DBE Participation (includes table of original and final DBE participation amounts for each DBE company that is similar in format to Iowa DOT Certification of DBE Accomplishment, Form 102115). Compare goal to final amount. If participation by any DBE company was significantly reduced (10% or more) or removed, provide the reason(s) for such.
- Part D – Update of Airport Documents and Aeronautical Data
 - D.1 – As-Built Plans (Documents)
 - ~~○ D.2 – As-Built ALP Set (Documents)~~
 - ~~○ D.3 – Updated Airport Master Record 5010 Form (Data)~~
 - ~~○ D.4 – Updated Airport Diagram (Data)~~
 - ~~○ D.5 – As-Built Survey (Data)~~
- Appendices
 - A. Construction Photographs
 - B. Final Project Cost Summary (FAA Format)
 - C. Shop Drawings Submittal Log (Complete with Buy American)
 - D. Final Inspection Report (with signature of Project Engineer) with completed Punchlist, Administrated Expenses (invoices, receipts, purchase orders, etc.), Final Engineering Invoice, and the Contractor's Final Payment Request (signed by Owner, Consultant, and Contractor)
 - E. Executed Change Orders
 - F. Contractor Lien Waivers and "Receipt of Final Payment" letters from DBE Subcontractor(s)

D1.2 Financial Forms

The Consultant shall prepare for the Owner's review and signature the SF-271, *Outlay Report and Request for Reimbursement of Construction Projects*, and SF-425, *Federal Financial Report*, reflecting the final costs and Federal share. The forms shall be submitted separate from the Final Construction Report.

D1.3 Record Drawings

The Consultant shall prepare construction record drawings (as-builts) defining the approximate locations of improvements and fixtures. The Consultant shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the RPR. The Consultant shall provide the Owner with one of the record drawings and all project CADD files and the FAA with a PDF.

D1.4 Airport Part 139 Sign Plan

Not Applicable.

D1.5 As-built Airport Layout Plan (ALP)

No update to the Airport Layout Plan is required, excluded from the project scope.

D1.6 Airport Master Record, Form 5010

No update to the Airport Master Record, Form 5010 is required as a part of this project and therefore has been excluded from the scope.

D1.7 Airport Diagram (AD)

No update to the Airport Diagram is required, excluded from the project scope.

D1.8 Airport GIS As-Built Submittal Modification

No update to the Airport GIS As-Built Submittal Modification is required as a part of the project and therefore has been excluded from the scope.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, CED Director
MEETING DATE: September 9, 2025
SUBJECT: Resolution 2025-228 Amend the 2025 Adopted Budget

Background:

The Economic Development Authority (the "EDA") approved EDA Resolution 2025-11 on August 21, 2025, which approved a special demolition loan and rehabilitation agreement for the removal of the former Mayo Clinic building at 924 1st Street NE. The City Council's approval of this Resolution (Resolution 2025-228) will transfer \$210,000 from EDA Fund 250 (the EDA's general operating fund) to Fund 251 (the EDA's revolving loan fund) to cover the cost of the loan.

Recommendation:

Approve Resolution 2025-228.

Attachments:

1. Resolution 2025-228

CITY OF FARIBAULT

RESOLUTION #2025 - 228 AMEND THE 2025 ADOPTED BUDGET

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
EDA	47200	(\$210,000)	Transfer funds to Revolving Loans
EDA Rvlv	39200	\$210,000	Revolving Loans

Date Adopted: September 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: September 9, 2025
SUBJECT: Resolution 2025-229 Approve L.E.L.S. Patrol CBA 2026 Labor Agreement

Background:

City staff began labor negotiations with L.E.L.S. Patrol Labor Union on August 18, 2025. Through those negotiations we have reached an agreement on wages and articles within that contract. Staff is recommending the approval of L.E.L.S. Patrol CBA 2026 labor agreement as it is written.

Recommendation:

Approve resolution 2025-229 approving the L.E.L.S. Patrol CBA 2026 labor agreement.

Attachments:

1. Resolution 2025-229 Approve L.E.L.S. Patrol 2026 Labor Agreement
2. 2026 LELS 357 Contract Final

CITY OF FARIBAULT

RESOLUTION #2025-229

APPROVE L.E.L.S. PATROL 2026 LABOR AGREEMENT

WHEREAS, the City Council wishes to negotiate with L.E.L.S. Patrol Labor Union a Collective Bargaining Agreement (CBA) that determines the annual compensation and policy directives for all Patrol Officers for the City of Faribault; and

WHEREAS, the CBA will be adjusted on a contracted period of time in consideration of the changes in negotiated language, cost of living adjustment, market conditions, and position classification; and

WHEREAS, the City Council desires to adopt the L.E.L.S. Patrol 2026 Labor Agreement.

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

- 0.1 The following CBA is hereby adopted for the Patrol Officer Union, L.E.L.S. and its members.

SECTION 1 - EFFECTIVE DATE

- 1.1 Duration

This Resolution shall remain in effect until December 31, 2026.

Date Adopted: September 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

***AGREEMENT
BETWEEN
CITY OF FARIBAULT
AND***



***LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL NO. 357)***

JANUARY 1, 2026 TO DECEMBER 31, 2026

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ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered between the City of Faribault, hereinafter called the Employer, and Law Enforcement Labor Services, Inc. (Local No. 357), hereinafter called the Union. It is the purpose of this Agreement to;

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes Law Enforcement Labor Services, Inc. as the exclusive representative for all essential licensed employees employed by the City of Faribault Minnesota who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding confidential, supervisory and all other employees, as certified in BMS Case No. 10PRE0904.
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 Neither the Union nor the Employer shall discriminate against any employee because of Union membership or non-membership, nor because of race, creed, sex, color, religious belief, or political belief.

ARTICLE 3. DEFINITIONS

- 3.1 Union: Law Enforcement Labor Services, Inc. (Local 357).
- 3.2 Union Member: A member of Law Enforcement Labor Services, Inc. (Local 357).
- 3.3 Employee: A member of the exclusively recognized bargaining unit.
- 3.4 Department: The City of Faribault Police Department.
- 3.5 Employer: The City of Faribault.
- 3.6 Union Officer: Officer elected or appointed by Law Enforcement Labor Services, Inc. (Local #357):
- 3.7 Scheduled Shift: A consecutive work period including two rest breaks and a lunch break.
- 3.8 Rest Breaks: Periods during the scheduled shift during which the employee remains on~ continual duty and is responsible for assigned duties.
- 3.9 Lunch Break: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.

- 3.10 Regular Part-Time: A regular part-time employee is defined as one that works less than 30 hours in a standard work week for an indefinite period. Such employee shall receive prorated fringe benefits and the full wage stated in the section on wages.

ARTICLE 4. EMPLOYER SECURITY

The Union agrees that during the life of this Agreement that the Union will not cause, encourage, participate in or support any strike, slow-down, or other interruption of or interference with the normal functions of the Employer.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 6. UNION SECURITY

- 6.1 The Employer shall deduct from the wages of Employees who authorize such a deduction, in writing, an amount necessary to cover monthly union dues as provided in Minnesota State Statute 179A if the employee elects to become a member of the Union. Such monies shall be remitted to the Union not less than once a month and shall not be changed more than once per year.
- 6.2 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 7. EMPLOYEE - GRIEVANCE PROCEDURE

A grievance shall mean a dispute or disagreement as to the interpretation or application of any term or terms of this contract. A grievance may only be filed that claims that the City has not complied with the intent of this contract. All grievances must be filed in writing to the appropriate departmental supervisor within fourteen (14) work days from the date of the alleged infraction of the contract by management personnel.

7.1 Definitions: For the purpose of this article, the following definitions shall apply:

- I. A "grievance" shall mean an allegation by an employee or Union resulting in a dispute or disagreement between the employee/Union and the City as to the interpretation or application of terms and conditions contained in this Agreement.
2. The term "days" means calendar days including Saturdays, Sundays, and any days designated by this Agreement or by Minnesota Statutes as holidays.
3. In "computing any period of time" prescribed or allowed by procedures herein, the date of the alleged infraction or event giving cause for the grievance shall not be included.
4. The day in which the "act or event giving cause" for the grievance to be filed shall be considered the day or days in which the grievance occurred or the day in which the employee filing the grievance should have been aware of the act or event.
5. The "filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period allowed.
6. The Employer will recognize "union representatives" designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such union representatives and of their successors when ~ so designated, as provided by Section 6.2 of this Agreement.
7. "Reduced to writing" means a written statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.
8. "Answer" means a written response outlining the party's position on the grievance.

7.2 Processing of a Grievance

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved Employee and the Union Officer, shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union Officer have notified and received the approval of the Employee's designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the employer.

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred or the employee through the use of reasonable diligence should have had knowledge of the occurrence of the alleged violation, present such grievance to the employee's supervisor. The grievance may be presented either orally or in writing. The supervisor will discuss and give an answer, in writing, to

such Step 1 grievance within fourteen (14) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it was based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within fourteen (14) calendar days after the Supervisor's answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within fourteen (14) calendar days shall be considered waived.

Step 2. If appealed, the grievance shall be in writing and presented by the Union to the Chief of Police. The Chief shall notify the Union of any scheduled meeting in which the grievance will be presented and discussed within fourteen (14) calendar days after receipt of such Step 2 grievance and give the Union the Employer's Step 2 answer in writing within fourteen (14) calendar days after such scheduled meeting. A grievance not resolved in Step 2 may be appealed to Step 3 within fourteen (14) calendar days following the Chiefs final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within fourteen (14) calendar days shall be considered waived.

Step 3. If appealed, the grievance shall be in writing and presented by the Union to the City Administrator. The City Administrator shall notify the Union of any scheduled meeting in which the grievance will be presented and discussed within fourteen (14) calendar days after receipt of such Step 3 grievance and give the Union the Employer's Step 3 answer in writing within fourteen (14) calendar days after such scheduled meeting. A grievance not resolved in Step 3 may be appealed to Step 4 within fourteen (14) calendar days following the City Administrator's final Step 3 answer. Any grievance not appealed in writing to Step 4 by the Union within fourteen (14) calendar days shall be considered waived.

Step 3a. If the grievance is not resolved at Step 3 of the grievance procedure, by mutual consent, parties may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves time lines for Step 4 of the grievance procedure. Any grievance not appealed in writing to Step 4 by the Union within fourteen (14) calendar days of the mediation shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892. In all other instances the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

7.3 Waiver

1. If the Union fails to respond within time limits established in the procedure, the grievance shall be deemed settled and the City's last answer shall prevail. If the City fails to answer a grievance or an appeal thereof in accordance with the schedule in the grievance procedure, the grievance shall be deemed denied by the Employer at that step and the Employee may immediately appeal the grievance to the next step.
2. The grievance may be withdrawn by the aggrieved person at any level in writing without prejudice.

3. The time limits may be extended by mutual written agreement.

7.4 Arbitrator's Cost. The cost of the arbitrator shall be borne equally between the City and the Union. The cost of a court reporter shall be borne by the party requesting the court reporter, provided if both parties desire a verbatim record of the proceedings the cost shall be born equally. All other expenses incurred, by either party shall be borne by the respective party:

7.5 Arbitrator's Authority. The Arbitrator shall have no right to amend, modify, nullify, ignore or add provisions to this agreement. The Arbitrator's authority shall be limited to the extent that it may only consider and decide the particular issue or issues presented to it by the City and/or Union. Disputes or differences regarding the negotiable issues are expressly not subject to arbitration. The Arbitrator shall make their findings known simultaneously to the City and to the Union within sixty (60) days from final arbitration hearing. The decision of the Arbitrator shall be final and binding on both parties.

7.6 Choice of Remedy. If the grievance involves the suspension, demotion or discharge of an Employee who has completed the required probationary period, the grievance has been denied by the Employer through Step 3 of the grievance procedure, and the aggrieved Employee has the right to pursue a hearing under the Minnesota Veteran's Preference Act, the grievance may be appealed by the Employee to either Step 4 of this Article or to the Veteran's Preference forum. If appealed to the Veterans Preference forum, the grievance is not subject to the arbitration procedure as provided in this Article and the Employee shall be deemed to have waived the Employee's right to arbitrate pursuant to this Article.

ARTICLE 8. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Faribault. In the event any provision of this Agreement shall be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 9. COURT TIME

An employee who is required to appear in Court during their scheduled-off duty time shall receive a minimum of two (2) hours pay at one and one-half (1 1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the employee for the two (2) hour minimum. If an employee is scheduled to appear in Court and a cancellation occurs after 5:00 p.m. on the day prior to the Court appearance, then the employee shall receive the two (2) hour minimum.

ARTICLE 10. SENIORITY

10.1 Seniority shall be determined by an employee's length of continuous employment with the Employer, by classification recognized by this Agreement. Seniority rosters shall be maintained by the Employer on the basis of time in grade and time within specific classifications.

10.2 Seniority shall be one of the factors considered for the bidding of shifts and vacation.

10.3 All employees, upon commencing full-time service with the City, shall serve a probationary period

of one year. The wages of all probationary employees will be in accordance with provisions provided in the section on wages. Employees shall have no seniority until they have completed their probationary period. Upon completion of the probationary period, the employee shall be credited with seniority dating from the date of employment with the Employer. The terms of this contract shall not apply to any probationary employee with the exception of the provisions provided in the section on wages, special duty pay, and provisions of this section. Probationary employees shall receive no fringe benefits except health insurance, vacation, sick leave, and holidays until completion of their probationary period. Upon completion of the probationary period, employees shall receive all fringe benefits retroactive to the date of hiring. During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer.

- 10.4 Layoffs shall be accomplished on the basis of seniority. The employee to be laid off shall retain seniority for up to two (2) years from the time of the layoff. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of their layoff before any new employee is hired except that, any employee on layoff who is notified by registered mail to return to work and fails to do so within twelve (12) work days shall be considered to have voluntarily terminated employment with the Employer.

ARTICLE 11. DISCIPLINE

- 11.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:
1. Oral reprimand;
 2. Written reprimand;
 3. Suspension;
 4. Demotion; or
 5. Discharge.
- 11.2 Suspensions, demotions, and discharges will be in written form.
- 11.3 Notice of an Employee's suspension, demotion or discharge shall become part of the Employee's personnel file after being provided to and acknowledged by signature of the Employee. Both the Employee and the Union will receive a copy of such notices. If an Employee refuses to sign the acknowledgement, that will be documented and placed with the notice in the Employee's personnel file.
- 11.4 Employees' may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 11.5 Discharges will be preceded by a five (5) day suspension without pay.
- 11.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee had been given an opportunity to have a Union representative present at such questioning.
- 11.7 Grievances relating to the discharge of an employee may be initiated by the Union at Step 3 of the grievance procedure.

- 11.8 Except in cases for discipline resulting from an Employee's misconduct, the Employer shall generally impose progressive discipline but reserves the right to take any disciplinary action it deems appropriate under the circumstances.

ARTICLE 12. WORK WEEK

The standard work schedule will consist of either a twelve (12), ten (10), or eight (8) hour day equivalent to 2080 hours per year. For purpose of calculating vacation, holiday, and sick leave accrual, an 8-hour work day will be used. One floating holiday will be calculated at twelve (12) hours per day when on a twelve (12) hour day, ten (10) hours per day when on a ten (10) hour day or eight (8) hours per day when on an eight (8) hour day.

ARTICLE 13. OVERTIME

- 13.1 Employees will be compensated at one and one-half (1 1/2) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Changes of shifts do not qualify an employee for overtime under this Article.
- 13.2 Overtime will be distributed as equally as practicable, excluding court time.
- 13.3 Overtime refused by employees will, for record purposes under Article 13.2, be considered as unpaid overtime worked.
- 13.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 13.5 Overtime will be calculated to the nearest fifteen (15) minutes.

ARTICLE 14. CALL-BACK TIME

An employee who is called to duty during their scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's base rate. An employee will not be entitled to the two hours of call-back pay if the call-back occurs within two hours of a prior call-back for the employee. An extension of early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum. If the call-back work assignment and the employee's regular work shift overlap, the employee shall be paid the call-back rate of time and one-half (1-1/2) until their regular shift time begins, and the regular shift shall continue until the employee's normal quitting time. Training required by the City does not qualify an employee for call-back time under this Article.

ARTICLE 15. WORKING OUT OF CLASSIFICATION

When an employee is required to accept the responsibility and duties of Officer in Charge (OIC) the employee shall be paid at OIC pay rate of 6% above their current wage, while so acting. OIC is at the discretion of Police Department Administration and is not based solely on seniority. The time shall be computed each pay period and will be reimbursed during the pay period it was earned.

ARTICLE 16. LEAVES OF ABSENCE

- 16.1 Military Leave. All existing federal and state statutes, applicable to the rights of any employee who is on a leave of absence from the City of Faribault for military service, shall be applicable under this Agreement.

16.2 Jury Duty. Any employee called and selected for jury duty, shall- receive regular compensation and other benefits for such duty. Pay received for jury duty must be given to the Employer by the employee.

16.3 Pregnancy and Parenting Leave. Employees who work twenty (20) hours or more per week and have been employed more than one year are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota. Female employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with after the birth or adoption of a child as eligible for up to 12 weeks of unpaid leave and must begin within twelve (12) months of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital. Employee should provide reasonable notice, which is at least two weeks. If the leave must be taken in less than three days, the employee should give as much notice as practicable.

Employees are required to use accrued leave (i.e., sick leave, vacation leave, etc.) during Pregnancy and Parenting Leave. If the employee has any FMLA eligibility remaining at the time this leave commences, this leave will also count as FMLA leave. The two leaves will run concurrently. The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain available while the employee is on leave pursuant to the Pregnancy and Parenting Leave Act, but the employee will be responsible for the entire premium unless otherwise provided in this policy (i.e., where leave is also FMLA qualifying). For employees on an FMLA absence as well, the employer contributions toward insurance benefits will continue during the FMLA leave absence.

16.4 Emergency Leave. Emergency leave may be granted to an employee in the event of serious illness or other emergency in the family of said employee. Employees in need of such leave shall make application therefore to the City Administrator. Such time as is granted shall be chargeable against the employee's paid leave accounts. The rate time charged against the paid leave accounts shall be that of the actual time absent from work. The granting of such emergency leave shall not be unreasonable or arbitrarily withheld.

16.5 Funeral Leave. Employees are allowed to use up three (3) days for the death of an immediate family member, with pay, as funeral leave upon the death of an immediate family member. One (1) day of paid funeral leave is provided to an Employee in the event of the death of any another family member.

Immediate family members include an Employee's spouse, parents, children, siblings, grandparents, grandchildren, similarly-related step relationships, in-laws, and domestic partners. Other family members include aunts, uncles, nieces, nephews, and similarly related in-laws. Funeral leave will not be deducted from the Employee's vacation or sick leave balances. Employees may request additional time off for a longer leave or to attend the funeral of a more distant relative or friend. Prior approval of the applicable Department Director or City Administrator is required, and if allowed, such leave actually used by the Employee will be charged against the Employee's sick leave account.

16.6 Personal Leave of Absence. An employee may request a personal leave of absence without pay. All requests for personal leave of absence shall state the reason for which the request is made in

writing to the City Administrator. The City Administrator may grant personal leaves of absence up to two (2) weeks in duration. Leaves of absence for more than two (2) weeks shall be presented to the City Council. While on personal leave of absence without pay, employee shall retain their seniority; however, they shall forfeit all fringe benefits while on the leave. If the leave exceeds two (2) weeks, the employee may maintain the City's health insurance at the employee's own expense.

ARTICLE 17. POSTING OF JOB ASSIGNMENTS

Any job assignments covered by this Agreement shall be posted for fifteen (15) work days prior to filing of the assignment, in a prominent place, for information of the members of the unit.

ARTICLE 18. SICK LEAVE

- 18.1 Employees, hired prior to January 1, 1999, shall earn sick leave at the rate of one hundred sixty eight (168) hours per year. Employees hired on or after January 1, 1999 will earn sick leave at a rate of one hundred twenty (120) hours per year. Sick leave shall be compensated at the regular rate of pay. Working days only will be counted when using sick leave.
- 18.2 Sick leave may be legitimately used for the employee's own personal injury or illness. Employees must use sick leave in increments of at least one-half day or a minimum of one hour increments with supervisor approval. Employees shall be allowed to use sick leave as needed except that in order to qualify for sick leave, an employee must report that they are sick not later than one hour before the time for which they are scheduled to report for work. This one hour restriction shall not apply to employees who become sick while at work.
- 18.3 Employees on sick leave for their own personal injury or illness for more than two consecutive days may be required to submit a physician's statement of illness. Employees may be required to submit a physician's statement of illness after one day, if that day is immediately before or after a holiday or a regularly scheduled day off, at the City's expense. Employees who, during the past year have used 80 hours sick leave in increments of one and two days may, at the discretion of the City, be required to submit a physician's statement of illness each time they use sick leave during the next one year and until such time that the average annual usage is below 80 hours per year. A physician's statement may be on forms prescribed by the City and shall state the illness and if the employee is able to return to work and fully perform the duties of his or her position.
- 18.4 Any employee who has exhausted their sick leave and requires additional sick leave time for their own personal injury or illness may substitute any part of unused vacation time for the same.
- 18.5 When an employee is eligible for worker's compensation payments, the employee may supplement these payments with a prorated portion of their sick leave so that the combination of the two benefits will equal the employee's net pay. Net pay is defined for these purposes as regular pay received from a standard work week less mandatory deductions which include federal and state taxes, social security, Medicare, PERA and wage garnishments. If the employee should exhaust their accumulated sick leave, the employee will receive worker's compensation payments only.

- 18.6 An employee may use personal sick leave benefits for absences due to an illness of or injury to the employee's child, as defined in Minnesota Statute 181.940, subd. 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.
- 18.7 An employee may use sick leave for safety leave for such reasonable periods of time as may be necessary for the purpose of providing assistance to the employee or assistance to the relatives described in Section 18.6, because of sexual assault, domestic abuse, or stalking.
- 18.8 The use of sick leave for safety leave or for absences due to the illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent is limited to up to 160 hours in any 12-month period. This Section 18.7 does not apply to absences due to the illness or injury of a child, as defined in Minnesota Statute 181.940, subd. 4.
- 18.9 Employees shall be allowed a year-end accumulation maximum of five hundred (500) unused sick leave hours. As part of the final pay period each year, Employees shall be compensated for their excess sick leave at a rate of one (1) hour of pay for every three (3) hours of unused sick leave in excess of the maximum five hundred (500) hours.
- 18.10 The City will provide, without cost to the employee, long-term disability insurance which will provide 66.6% of normal compensation to a maximum of five thousand dollars (\$5,000.00) per month payable to the age of 65 and commencing from the 91st day of disability. Changes in the policy shall be discussed with the Union prior to implementation. Such discussions are for the purpose of providing notice and an opportunity for comment by the Union and shall not be deemed a renegotiation of benefits.
- 18.11 An employee once disabled and collecting long term disability benefits after the 91st day shall not accrue vacation, holiday time or sick leave and accrual of said benefits shall not begin until such time the disability stops and the employee returns to full-time duty.

ARTICLE 19. VACATIONS

- 19.1 Employees who have been employed uninterruptedly with no breaks in employment except for brief layoffs which are directed by management shall be eligible for a paid vacation at their regular rate of pay pursuant to the following schedule. At date of hire each employee will receive 40 hours of vacation and accrue at the rate of 1.54 hours per pay period. After year one, vacation will be earned at the monthly rate of 3.08 hours per pay period for the first 5 years; at the monthly rate of 4.62 hours per pay period for the second 5 year; and at the monthly rate of 6.16 hours per pay period thereafter.
- 19.2 Earned vacation may be taken so as not to jeopardize sufficient municipal operations at any time by written request from the employee to the respective Department Head at least one week prior to the date in which the vacation is requested unless otherwise approved. Such request shall indicate the number of days sought to be used. Employees shall choose vacation periods in accordance with their seniority in their shift and in the department. Management shall establish reasonable regulations so as to maintain sufficient operating personnel throughout the year.

- 19.3 An employee may not commence using vacation leave until the employee has an accumulated a total of at least two (2) work days, which is six months of continuous employment or for relocation or prescheduled vacation only. Employees earning vacation at the rate of 3.08 hours per pay period may not accumulate more than 140 hours. Employees earning vacation at the rate of 4.62 hours per pay period may not accumulate more than 200 hours. Employees earning vacation at the rate of 6.16 hours per pay period may not accumulate more than 260 hours.

One floating holiday (12, 10 or 8 hours based on schedule) will be given in full to each employee at the time of hire, which can be used during their probationary period or anytime thereafter.

- 19.4 Employees will not be allowed to accumulate vacation in excess of the maximum amounts previously specified unless they were specifically asked to forego a portion of their vacation in writing by the City Administrator. If it is necessary for the City Administrator to request that an employee forego a portion of their vacation time, the employee will be entitled to use that portion previously accumulated during the next ensuing six month period.
- 19.5 Employees will earn additional vacation day(s) per the total years of full-time service with the City of Faribault. Accrual day(s) will commence on the employee's anniversary date of hire per the chart below:

Years of service	Extra days of vacation
10-14 years	1 day
15-19 years	3days
20+years	5days

ARTICLE 20. INSURANCE

20.1

Employee health insurance premiums for this contract and going forward will be based on the following percentages. Any changes to plans would only be due to Federal requirements and regulations.

Plan:

\$3500 Deductible	Single	Single+1	Family
Employer Percentage	92%	87%	82%
Employee Percentage	8%	13%	18%

\$2000 Deductible	Single	Single+1	Family
Employer Percentage	82%	77%	72%
Employee Percentage	18%	23%	28%

- 20.2 The City will match an Employee's contribution to their Health Savings Account (H.S.A.) under the City H.S.A. plan up to

\$67.70/month for 2026. Employer contributions into the H.S.A. plan will be made on a pro-rata basis per pay period. The most recent H.S.A. employer contribution will increase based upon agreed Cost of Living Adjustment (COLA) listed in Article 23 for future contracts.

- 20.3 If any other city employee receives a higher Employer contribution, employees in this bargaining unit will receive the higher contribution as part of this agreement.
- 20.4 The employee's portion of the premium cost shall be paid through payroll deduction. In no case shall the City's contribution exceed the actual cost of the coverage selected by the employee. The City will provide at no cost to the employee a \$100,000 term life insurance policy.
- 20.5 Any employee provided with dependent health care coverage shall file such information as may be required by the Employer to determine the availability of health care insurance to employed dependents.
- 20.6 No employee shall file, or permit to be filed, an insurance claim against the Employer's health care provider until any health care benefits of employed dependents' health care plan have been utilized.
- 20.7 The Employer will allow retired employees to continue on as members in the medical insurance program, but the retired employee shall reimburse the Employer for the entire cost of the medical insurance policy.

ARTICLE 21 HOLIDAYS

- 21.1 Employees shall have the holidays hereinafter enumerated. Employees shall be granted the holidays off without loss of pay. For purposes of this contract the following dates shall be considered holidays: 1) New Year's Day; 2) Martin Luther King Day 3) President's Day; 4) Memorial Day; 5) Juneteenth; 6) Independence Day; 7) Labor Day; 8) Veteran's Day; 9) Thanksgiving Day; 10) Day after Thanksgiving 11) Christmas Day.
- 21.2 In addition to the holidays cited above all employees shall receive two (2) floating holiday to be utilized in accordance with the rules governing vacation.
- 21.3 Employees shall be credited 8 hours to the employee's holiday bank for each holiday as recognized in Article 21.1. Such credited hours shall be compensated for at their regular rate of pay on the last pay period preceding December 25th of each year.
- 21.4 Any employee required to work on a shift recognized as a Holiday in Article 21.1 shall receive compensation at one and one-half (1 1/2) times the employee's regular base rate of pay for the hours worked.
- 21.5 Employees working overtime on a shift recognized as a Holiday in Article 21.1 will be compensated at two and one-fourth (2 1/4) times the employee's regular base pay rate for the hours worked in excess of the employee's regularly scheduled shift. Changes of shifts do not qualify an employee for pay in this Article.

ARTICLE 22. TERMINATION CONSIDERATION

- 22.1 When an employee leaves the employment of the City in good standing, with at least three (3) years of service, the employee shall receive in salary equivalent one-half (1/2) of their accumulated sick leave up to a maximum of 240 hours. Upon retirement or death, the employee will be paid one-half 1/2) of their unused sick leave.
- 22.2 When an employee leaves the employment of the City in good standing, with at least three (3) years of service, the employee shall receive all vacation earned up to the date of termination regardless of anniversary date.
- 22.3 Upon written notification of retirement, an employee may begin to draw sick leave separation pay up to 18 months prior to the employee's last day of employment: The separation pay shall be computed at the rate of pay in effect when the employee receives the pay. The employee shall give notice of retirement prior to August 1 at of the year in which payment is to be received.

ARTICLE 23: WAGES

Cost of Living Adjustments (COLA) are as follows:

2026 4%

The City completed a Compensation Study in 2025, including a new wage structure. Job Title grades in the new structure for LELS 357 employees are as follows:

Patrol Officer Grade "K"

All new employees shall be placed between steps 1 through 9 based on experience and education. They will receive a step increase based on the scale below and meeting the requirements of their position.

All current employees will be placed in the new wage schedule Grade K one step below their Grade J wage step as of December 31, 2025 and continue to progress based on their time in their position. Any officer in Grade J2 as of December 31, 2025 will convert to Grade K2 as of January 1, 2026 and continue to progress based on their time in their position. For employees hired on or before September 1, 2021, September 1st is designated as the employee’s “anniversary” date for performance evaluations and future step increases. For employees hired on or after September 2, 2021 , the employee’s anniversary date for performance evaluations and future step increases shall be the date of hire.

2026 Grade K

1	2	3	4	5	6	7	8	9	10	11	12	13
Start	6 month	6 month	6 month	6 month	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months
\$ 40.99	\$ 42.16	\$ 43.35	\$ 44.50	\$ 45.68	\$ 46.88	\$ 48.12	\$ 49.38	\$ 50.68	\$ 52.01	\$ 53.38	\$ 54.79	\$ 56.23

ARTICLE 24. UNIFORMS

The Employer shall furnish the total uniform of the sworn police personnel. The cleaning and routine repair of the uniform issued shall be the responsibility of the employee with the City paying a \$45 per month

maintenance allowance in December of each year, unless otherwise requested. In addition to the above compensation the Employer will provide up to one hundred sixty dollars (\$160.00), payable the last pay period preceding December 25th of each year, towards the purchase of approved footwear and is taxable as wages unless a receipt of purchase is presented.

ARTICLE 25. SPECIAL DUTY PAY

Sworn personnel assigned unique additional responsibilities as defined by the Employer shall receive \$1.50 per hour in addition to their regular rate of pay while working a special duty assignment (SWAT, Mobile Field Force, Use of Force Instructor, and Firearms Instructor) which has been made in writing. Field Training Officers (FTO) shall receive additional compensation of 3% of base pay for all hours worked while assigned to the FTO program and the Patrol Division. Investigations Unit, SRO, K9, will receive \$480 per month while assigned. Reasonable notice shall be given for shift changes and they shall not be arbitrary.

Special duty assignments are at the sole discretion of the management and are not grievable under the terms of this contract.

ARTICLE 26. FOREIGN LANGUAGE PAY

Employees shall take a speaking exam through Language Testing International, or a mutually approved equivalent testing service. This is a 30 minute over-the-phone test, the cost of which will be paid by the City. To qualify for incentive pay, employees must score at the Advanced Level on the current ACTFL Proficiency scale. Employees must successfully re-test once every two-years in order to maintain eligibility for the incentive pay. Eligible foreign languages are those having a recognized presence in the community, as noted by the Faribault Public Schools records of languages spoken in student's homes. American Sign Language shall be an eligible language for the purposes of this component. Sign language proficiency shall be measured by the American Sign Language Proficiency Interview offered through Gallaudet University, or a mutually approved equivalent testing service. Employees must score at or above Proficiency Level 3, and successfully re-test once every two-years. Eligibility immediately upon hire.

Employees determined to be proficient in a foreign language according to this section shall be compensated an additional \$100 per pay period.

ARTICLE 27. SHIFT DIFFERENTIAL

Employees will receive a shift differential of seventy-five cents (\$0.75) per hour for their entire shift if half of their hours on the shift are between 5:00 p.m. and 7:00 a.m. Shift differential shall be paid for hours worked and for paid time off, such as vacation and sick hours, used for scheduled shifts to which the shift differential applies.

ARTICLE 28. TRAINING

The City will pay overtime for mandatory training required by written department policy, which is not part of a regular shift. Approved training, not required, will be at regular rate of pay.

ARTICLE 29. CONTINUING EDUCATION

The City shall reimburse tuition and book expenses to the employee upon satisfactory completion of a recognized course of job related instruction. Such job related instruction must be reviewed and approved by the City Administrator or their designee prior to the initiation of cost in order to be eligible for reimbursement. Such eligible reimbursement is entered into individually by the employee and City and a reimbursement to the City is required should the employee terminate their employment early, as per to the schedule given at time of acceptance to the individual. Job related instruction does not include mandatory training necessary to maintain minimum licensing requirements.

ARTICLE 30. DURATION

The duration of this contract is to be one (1) year effective January 1, 2026 through December 31, 2026 .

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____ 2025.

FOR THE CITY OF ARIBAULT:

FOR LAW ENFORCEMENT LABOR
SERVICES, INC.

Mayor

Terry Olson, L.E.L.S. B.A.

City Administrator

Matthew Kolling, LELS (Local #357) President

Matt Shuda, LELS (Local #357) Vice President

Tony Larson, LELS (Local #357) Steward



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: September 9, 2025
SUBJECT: V and B Vinar Subdivision/1500 Lyndale Ave N -
Preliminary Plat; Final Plat

Background:

Vance Vinar (Applicant) on behalf of GSES of Faribault LLC (Property Owner) requests preliminary plat and final plat approval for subdividing 1500 20th St NW. The subject property is zoned C-2, Highway Commercial and contains approximately 3.5 acres of land. The development team submitted preliminary and final plat applications and documents to subdivide 1500 20th St NW into two separate properties. One lot contains the existing Grandstay hotel and the other lot will be offered as available for development. The existing access drive will be in a shared access easement.

The preliminary and final plats meet UDO requirements and staff is proposing approval of the Developer's Agreement alongside plat approvals. The Developer's Agreement is needed to support the new lots, coordinate redevelopment, and protect utility and access for each resulting parcel. All details on findings for each project's criteria may be found in the attached and associated Resolutions in this agenda item's sub-items.

At their September 2, 2025 meeting, the Planning Commission voted unanimously to forward and recommend approval of the project. The DRC, City Planning Manager, and City Engineer also recommend approval of the project. No members of the public submitted comments or spoke at the public hearing.

Recommendation:

Approve the associated Resolutions.

Attachments:



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: September 9, 2025
SUBJECT: Resolution 2025-221 Approve the Preliminary and Final Plats for V and B Vinar Subdivision

Background:

See main agenda item.

Recommendation:

Approve Resolution 2025-221.

Attachments:

1. Resolution 2025-221 Approve the Preliminary and Final Plats for V and B Vinar Subdivision

CITY OF FARIBAULT

RESOLUTION #2025-221

APPROVE THE PRELIMINARY AND FINAL PLATS FOR V AND B VINAR SUBDIVISION

WHEREAS, Vance Vinar (Applicant) on behalf of GSES of Faribault LLC (Owner) requests preliminary and final plat approval for property , 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 September 2, 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 September 9, 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 V and B Vinar Subdivision, 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 C-2, Highway Commercial Zoning District and subdivision platting requirements.

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

Finding: The City's Land Use Plan guides the subject property for commercial. The proposed subdivision will accommodate a new commercial development.

- 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 east undeveloped parcel while accommodating the existing commercial use on the western parcel. Their approach is based on sound planning and engineering principles. The project utilizes existing infrastructure and street frontage.

- 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 and building permit.

- 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 V and B Vinar Subdivision 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 V and B Vinar Subdivision 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. Labeling of Lot verbiage
 - b. Indication of ROW dimensions required.
 - c. The residual portion of the private drive easement that extends beyond the northern limits of the proposed cross access easement terminating at the northern property line must be extinguished.
 - d. Distinguish existing and proposed easements.
 - e. Perimeter and internal lot drainage and utility easements.
 - f. Name and address of all owners
 - g. Current date of plat creation and amendments.
 - h. Statement for dedication per ordinance.
 - i. 'Jessica L. Kinser' for City Administrator
 - j. 'Thomas J. Spooner' for City Mayor
 - k. Notarized certification of surveyor.

- l. All taxes and special assessments paid.
 - m. Signatures from all owners and persons of interest in the property, including mortgage holders.
2. The Owner and City must enter into a Development Agreement that specifies the provisions of the development related to the plat.
3. Under Sec 15-338(A), the applicant will be required to dedicate parkland or pay fees in lieu of parkland dedication for the land area of the newly created developable parcel.
4. Before recording the plat with the Rice County Recorder, the Owner must pay all applicable fees, special assessments, and taxes.
5. 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.
6. 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.
7. Any remaining requirements as indicated by staff in the staff report to Planning Commission in Exhibit D.

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: September 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Exhibit A
Legal Description

V and B Vinar Subdivision

That part of the NE1/4 of Section 25, Township 110, North, Range 21 West of the 5th P.M., in the City of Faribault, Rice County, Minnesota, lying northerly from Minnesota Trunk Highway 21, described as follows:

Beginning at a point in the North line of said NE1/4 (for purposes of this description bearing of said North line is assumed North 89°27'38" East), a distance of 187.25 feet easterly from the Northwest corner of said NE1/4, said point being in the northeasterly right of way line of Minnesota Trunk Highway 165; thence North 89°27'38" East, along said North line, 620.25 feet; thence South 11°01'59" East, 222.87 feet to a point in the northerly right of way line of said Highway 21; thence westerly, along said Highway right of way lines to the point of beginning on the following courses; thence South 74°12'33" West, 162.30 feet; thence westerly, along a curve, concave northerly (curve data: radius equals 497.96 feet; delta angle equals 40°00'00"; chord bearing and distance equal North 85°47'29" West, 340.63 feet), an arc distance of 347.64 feet; thence North 65°47'29" West, 104.00 feet; thence northwesterly, along a curve concave northeasterly (curve data: radius equals 50.00 feet; delta angle equals 50°00'00"; chord bearing and distance equal North 40°47'29" West, 42.26 feet, an arc distance of 43.63 feet; thence North 15°47'29" West, 163.61 feet to said point of beginning.

SHEET 1 OF 1 SHEETS



Exhibit D
Staff Report

(Insert staff report after this page)



Staff Report to the Planning Commission

TO: Planning Commission
THRU: Harry Davis, City Planning Manager
FROM: Leslie McGillivray-Rivas, Planner I
 Mark DuChene, Director of Engineering
MEETING DATE: September 2, 2025
SUBJECT: V and B Vinar Subdivision/1500 20th St NW – PPL; FPL

Request:	A preliminary and final plat to divide the subject property into two lots.
Recommendation:	The City Planning Manager and DRC recommend the Planning Commission forward the requests to City Council, recommending approval.
Recommended Motion:	Motion to forward the requests with a recommendation of approval to City Council.

Request:

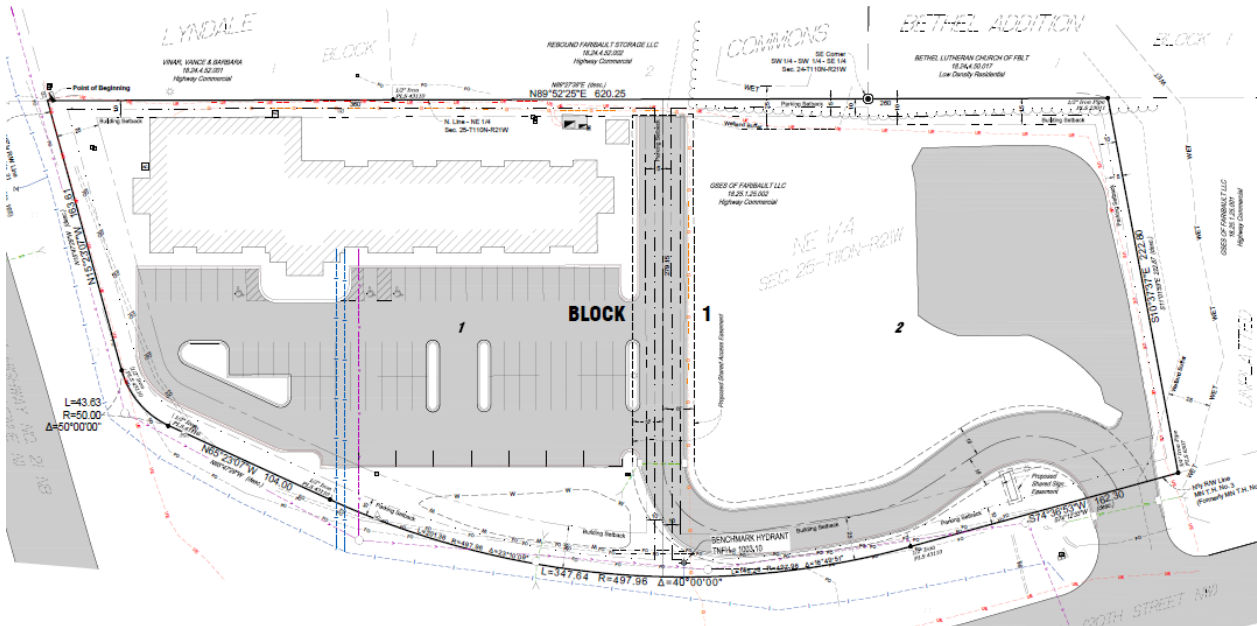
Vance Vinar (Applicant) on behalf of GSES of Faribault LLC (Property Owner) requests preliminary plat and final plat approvals for 1500 20th St NW. The subject property is zoned C-2, Highway Commercial and contains approximately 3.5 acres of land, as depicted in the attached plans.



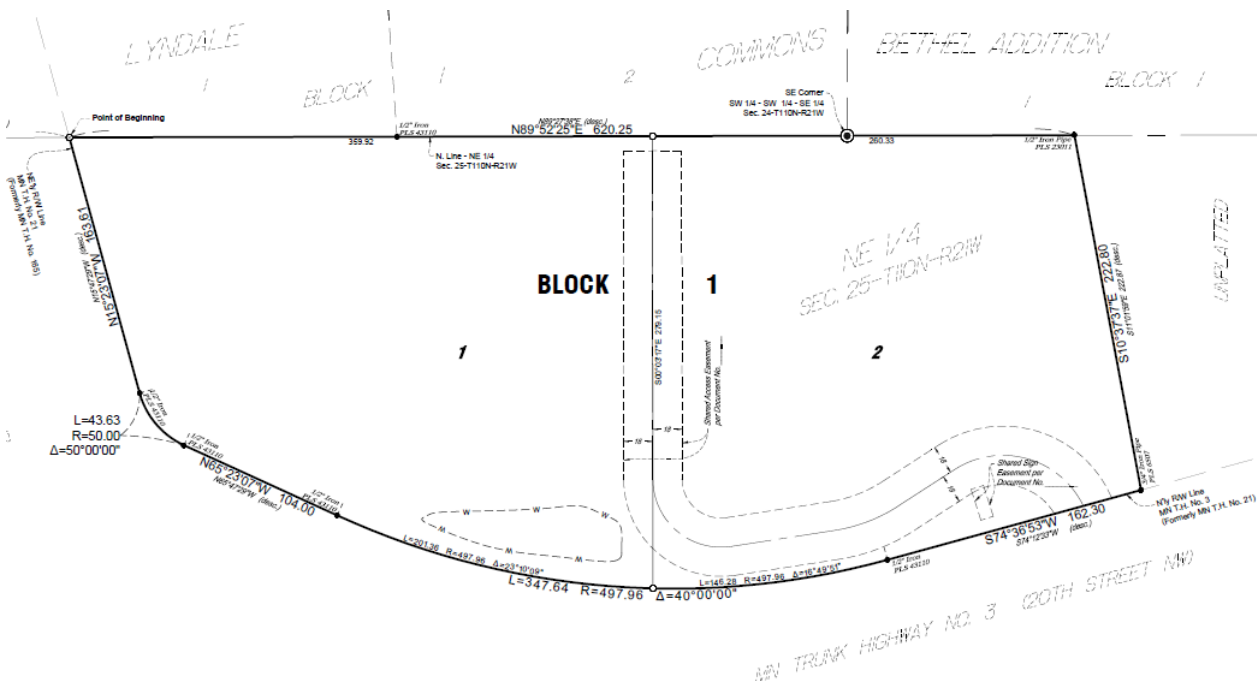
Location at corner of 6th St NW and 2nd Ave NW

Background and Project Description:

The development team submitted preliminary and final plat applications and documents to subdivide 1500 20th St NW into two separate properties. One lot contains the existing Grandstay hotel and the other lot will be offered as available for development. The existing access drive will be in a shared access easement.



Preliminary Plat



Final Plat

The site is located in the Northeast Quarter of Section 25, Township 110, Range 21 and is an unplatted property.

The proposed development will be completed by:

Owner: GSES of Faribault LLC

Surveyor: ISG

The areas within the plat includes:

Lot 1, Block 1	1.83 acres
<u>Lot 1, Block 2</u>	<u>1.67 acres</u>
Total	3.50 acres

At the time of final plat, the Developer agrees to provide sufficient permanent property monumentation per the development agreement and shall submit to the City written verification by a registered land surveyor licensed in the State of Minnesota. Developer shall submit a digital copy of the final plat in an AutoCAD format to the City Engineer.

Discussion:

The following provides an overview of the key planning and zoning-related items associated with:

Preliminary Plat Summary

1. Required Information and Contents. The following information is missing:
 - Plat documents in required formatting. The submission is formatted as part of a construction document set.
 - Topography
 - Labeling and quantification of the area of the surface material on the undeveloped parcel which was to be removed, and the site restored after the hotel construction.
 - List and graphic depiction on the plat of recorded easements for the private road. The private road was intended to provide cross access for travel to the surrounding road network through the Grandstay and the north parcel when it developed.
 - Location of recorded easements to be vacated. The northern property developed without a provision for reciprocal cross access. Therefore, the private road need not extend to the northern property line.
2. Required Supplemental Information. The applicant's representative has provided the approved wetland delineation and report to the

Rice Soil and Water Conservation District. The Local Government Decision approved the consultants' findings of the Level 2 delineation conducted in June of 2025. There are no wetlands within the property boundary, two wetlands were found adjacent. On the east side of the property, the wetland was determined to be a Type 5 shallow open water wetland. To the north of the property, a constructed stormwater pond created was which was reviewed by This is one factor which is a requirement prior to redevelopment of the parcel.

3. Design Standards. The proposed plat complies with most of the required design standards. The plat shall include a stronger recognition of existing and proposed easements specifically pertaining to the existing private road and proposed access easement.

4. Existing Easements

- All existing easements noted on the title commitment shall be shown and addressed per the City Attorney's title opinion letter.
- The title commitment submitted noted existing private road easements (Doc Nos 631015 and 3631016). These easements shall either be vacated, (or documentation provided if they have been extinguished) or clearly delineated on the final plat. New perimeter public easements shall not be dedicated over existing easements unless existing easements are vacated or a consent to easement is provided.

5. Proposed Easements

- Perimeter public drainage and utility easements shall be shown on the preliminary and final plat per Sec 15-290 of the City Subdivision Regulations.
- The proposed shared access easement shall be adjusted in the southeast corner of Lot 2 to fully encompass the driveway connection to TH 3/20th Street NW.
- The proposed shared sign easement shall be reviewed to make sure its size is adequate for future maintenance and replacement if necessary.
- There are existing underground electric and gas lines shown on the preliminary plat that appear to serve multiple parcels. These utilities should be placed within an easement. (Perimeter

easements may have to be oversized to accommodate said utilities)

6. Park Dedication. Under the UDO, Chapter 15, Article 7, the applicant is required to dedicate parkland or pay fees in lieu. The applicant shall be required to pay the fees in lieu at \$1,000 per gross acre in the subdivision.
7. Required Basic Improvements. The proposed plat complies with design standards for basic improvements.
8. Street Layout.

The plat is adjacent to TH 21 (Lyndale Avenue) and TH 3 (20th Street NW). Both of these streets are under the jurisdiction of MNDOT and classified as Principal Arterials. TH 21 is a four-lane divided highway and TH 3 is a two-lane undivided highway. Access and improvements are subject to MNDOT.

The two created parcels are accessed by a common drive access to be dedicated by access easement. The common drive has direct driveway access to 20th St NW/ State Highway 3. No other public improvements are proposed.

9. Grading, Drainage, and Erosion Control.

The development is located within the Cannon River (M-048) district as identified in the City's 2022 Surface Water Management Plan. Stormwater management facilities exist for the current improvements on Lot 1.

Proposed development on Lot 2 must meet the requirements of the City's Developers Guide for Stormwater Management and the City's MS4 permit regulations and ordinances.

Proposed storm sewer improvements must be designed to accommodate the runoff from a 10-year storm, 24-hour SCS Type II precipitation event as defined by the National Oceanic and Atmospheric Administration Atlas 14 precipitation frequency estimate for the Faribault Station. When the easterly lot is to be developed, a grading and drainage plan shall be submitted to the City Engineer for review and approval with the final construction plans. Storm sewer systems must be designed to limit the post construction rate of runoff from the 2, 10 & 100 yr. 24-hour storm events to less than or equal to existing conditions. Final storm sewer locations and construction are subject to City of Faribault

standards and must be approved by the City Engineer with final construction plans.

A City grading permit and a National Pollution Discharge Elimination System Construction Stormwater General Permit for construction activity is required by the Minnesota Pollution Control Agency (MPCA) for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA. A stormwater pollution prevention plan (SWPPP) must be submitted meeting the requirements of the City's municipal separate storm sewer system permit and associated ordinances and the erosion and sediment control requirement as set forth in the MPCA construction stormwater general permit. A full copy of the SWPPP must be submitted to the City Engineer with the final construction plans for review and approval.

A final post construction as-built grading plan must be submitted meeting the requirements of Article VII, Section 28-230 of the City of Faribault Code of Ordinances.

10. Wetlands

The Developer submitted a wetland delineation notice of determination and there are two existing wetlands close to the site. The MNRAM assessment classified the wetlands as manage 2, or medium quality which require a Wetland Buffer Strip Width of 25', and a wetland buffer minimum structure setback of 15'. The wetland buffer shall be shown and per City Code Se. 28-231(3) (b) a conservation easement must be submitted for review and recorded prior to any building permits being issued. The conservation easement must encompass any parts of the wetland and/or wetland buffer strip area contained within the proposed plat.

11. Utilities and Easements.

Lot 1 is presently served with public sewer and water services. Lot 2 will be served by existing City water and sewer from within the TH 3 Right of Way. Existing utilities have sufficient capacity to serve the proposed development. Future services to serve Lot 2 must be constructed to City standards and are 100% the cost responsibility of the Developer.

12. Phasing and Development Schedule. Presuming the City Council approves the preliminary and final plat, the Applicant and City will enter into a Development Agreement that will address the details, responsibilities, and costs associated with the proposed subdivision. City staff anticipates development to be at the discretion of a future buyer or developer of the property.

Final Plat

1. The final plat must include:
 - Lot labels
 - Perimeter easements depicted graphically and in written form.
 - Execution of all owners of any interest in the land and any holders of a mortgage thereon of the certificates required by Minn. Stat. § 505.02, as amended, and which certificate shall include a dedication of streets, utility easements, and other public areas.
 - Addition of the City Administrator and Mayor's names.
 - Certification indicating that all taxes and special assessments due on the property have been paid in full.

Development Review Committee Recommendation

The Development Review Committee reviewed and recommended approval of the requests at their August 19, 2025 meeting.

Public Comment

A public notice was posted in the newspaper on August 21st, 2025 and neighborhood notices were sent to all properties within 350 feet. Staff has not received any input from the public as of publishing this report.

Outside Agency Comments

The Minnesota Department of Transportation was contacted to review and comment on the proposed applications. No comments were received.

Recommendation:

The City Planning Manager and DRC recommend Planning Commission forward the requests to City Council with a recommendation of approval, with conditions.



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: September 9, 2025
SUBJECT: Resolution 2025-222 Approve a Development Agreement for V and B Vinar Subdivision

Background:

See main agenda item.

Recommendation:

Approve Resolution 2025-222.

Attachments:

1. Resolution 2025-222 Approve a Development Agreement for V and B Vinar Subdivision

CITY OF FARIBAULT

RESOLUTION #2025-222

APPROVE A DEVELOPMENT AGREEMENT FOR V AND B VINAR SUBDIVISION

WHEREAS, the Faribault City Council, on September 9, 2025, approved Resolution 2025-221: Approve the Preliminary and Final Plat for V and B Vinar Subdivision; and

WHEREAS, as a condition of approval of said final plat, Resolution 2025-221 requires that the City of Faribault (the "City") and GSES of Faribault, LLC, a Minnesota limited liability company, (the "Developer") enter into a Development Agreement; and

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

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

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

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

ALSO, BE IT RESOLVED, that the Faribault City Council authorizes and directs City Staff and City Consultants to take all additional steps, changes, and actions necessary or convenient to accomplish the intent of this Resolution.

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: September 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A

Insert Developers Agreement

V AND B VINAR SUBDIVISION DEVELOPER'S PLATTING AGREEMENT

THIS DEVELOPER'S PLATTING AGREEMENT (this "Agreement") dated _____, 2025, by and between the City of Faribault, a Minnesota municipal corporation (the "City"), and GSES of Faribault, LLC, a limited liability company under the laws of Minnesota, (the "Developer") together with the City (the "Parties") or each a ("Party").

RECITALS

- A. The 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 Developer intends to subdivide the Property as follows:
 - 1. One (1) lot containing an existing hotel use in the C-2, Highway Commercial zoning district; and
 - 2. One (1) lot for future commercial use in the C-2, Highway Commercial zoning district.
- C. The City Council approved the preliminary plat and final plat of the Property in Resolution 2025-221 on September 9, 2025, (attached as Exhibit B; the "Plat"). Said resolutions (collectively the "Authorizing Resolutions") are incorporated by reference to this Agreement as if fully set forth herein. This Agreement is subject to the conditions and requirements of the Authorizing Resolutions, the Faribault City Code, state statutes, and the City Attorney's plat opinion.

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 Minnesota.
- B. The City has the right, power, and authority to execute, deliver and perform its obligations under this Agreement.

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

- A. The Developer is a Minnesota limited liability company.
- B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the individual who executes this Agreement is duly authorized to sign on behalf of the Developer and bind the Developer to this Agreement.
- C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound, which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree that would prohibit the Developer's execution, performance, or transactions provided for in this Agreement.

- D. The Developer has complied with and will continue to comply with all applicable federal, state, and local statutes, laws, ordinances, and regulations, including any permits, licenses, and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property and the Public 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 the Public Improvements and other work that the Developer may undertake in conjunction with the Public 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 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 V AND B VINAR SUBDIVISION approved by the City Council in Resolution No. 2025-221 on September 9, 2025, attached as Exhibit C. 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 Resolutions 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 \$50,000.00 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. Parkland Dedication Fee. The required parkland dedication fee is outlined in Resolution 2024-164 (Exhibit B) as follows:

1. Lot 1, V AND B VINAR SUBDIVISION contains an existing hotel use. No parkland dedication fee is required for Lot 1.
2. The Developer anticipates constructing a commercial use on Lot 2, V AND B VINAR SUBDIVISION. The Developer must pay the required cash in lieu of

parkland per the City Code of Ordinances in effect when the Developer requests a building permit for Lot 2, V AND B VINAR SUBDIVISION. The City will not issue a building permit or other development permit for the lot until the Developer pays the required parkland dedication fee.

- E. Stormwater Operation and Maintenance Agreement. The Developer must provide stormwater facilities that serve the Property per all applicable codes and regulations in effect at the time of development or site improvements. The City Engineer must review and approve the stormwater facilities before the City will issue a building permit related to work associated with the Property. The City will not issue a certificate of occupancy for any development until the Developer enters into a stormwater operation and maintenance agreement, if required, to the satisfaction of the City Engineer.
- F. 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 to allow an authorized agent of the City to verify the installation of the property monuments.

- G. 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.
- H. 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 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 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. 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.

- F. No Third-Party Recourse. Third parties will have no recourse against the City under this Agreement.
- G. 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.
- H. 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.
- I. 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.
- J. 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.

- K. 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.

- L. 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.
- M. Counterparts. The Parties to this Agreement may execute in any counterparts, each of which will constitute the same instrument.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.

- R. 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.
- S. Access Easements. Before issuance of a building permit, the Developer must modify or extinguish the private road easements and agreement, as identified in the Commitment for Title Insurance dated May 30, 2025 and known by Document Numbers 606910, 631015, and 631016. Changes to these documents must be done to the satisfaction of the City Engineer and City Attorney. A shared access easement must remain to cover the driveway crossing over Lot 2 to Lot 1 to the benefit of both.
- T. Signage Easement. Before issuance of a sign and building permit for the multi-tenant freestanding sign, details on the shared sign easement identified on the Plat for V and B Vinar Subdivision must be shared. Coordination between the shared sign easement and the shared access easement must take place. The shared sign easement must be prepared and recorded to the satisfaction of the City Planner and City Attorney.
- U. Restoration and Maintenance of Lot 2. If no development has occurred on Lot 1, Block 2 by April 30, 2027, the Developer must remove the existing pavement and restore the Lot to the satisfaction of the City Engineer. The Developer must at all times maintain the Lot per the City's property maintenance standards.

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: GSES of Faribault, LLC

Attn: Vance Vinar

[address to be included]

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

GSES OF FARIBAULT, LLC

By: _____
Vance Vinar

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Vance Vinar on behalf of GSES of Faribault, LLC, a Minnesota limited liability company, the fee owner.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

That part of the NE1/4 of Section 25, Township 110, North, Range 21 West of the 5th P.M., in the City of Faribault, Rice County, Minnesota, lying northerly from Minnesota Trunk Highway 21, described as follows:

Beginning at a point in the North line of said NE1/4 (for purposes of this description bearing of said North line is assumed North 89°27'38" East), a distance of 187.25 feet easterly from the Northwest corner of said NE1/4, said point being in the northeasterly right of way line of Minnesota Trunk Highway 165; thence North 89°27'38" East, along said North line, 620.25 feet; thence South 11°01'59" East, 222.87 feet to a point in the northerly right of way line of said Highway 21; thence westerly, along said Highway right of way lines to the point of beginning on the following courses; thence South 74°12'33" West, 162.30 feet; thence westerly, along a curve, concave northerly (curve data: radius equals 497.96 feet; delta angle equals 40°00'00"; chord bearing and distance equal North 85°47'29" West, 340.63 feet), an arc distance of 347.64 feet; thence North 65°47'29" West, 104.00 feet; thence northwesterly, along a curve concave northeasterly (curve data: radius equals 50.00 feet; delta angle equals 50°00'00"; chord bearing and distance equal North 40°47'29" West, 42.26 feet, an arc distance of 43.63 feet; thence North 15°47'29" West, 163.61 feet to said point of beginning.

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

EXHIBIT B
RESOLUTION #2025-221 APPROVE PRELIMINARY AND
FINAL PLAT OF V AND B VINAR SUBDIVISION

Insert Signed Resolution

DRAFT

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: September 9, 2025
SUBJECT: Ordinance 2025-12 Approve a Zoning Text Amendment to Chapter 3 Nonconformities (First Reading)

Background:

City Staff are seeing development interest in lots that are currently undersized for their underlying zoning district. While variances may address a few properties, there are many properties in Faribault that are legally platted and do not conform to minimum size and dimensional requirements which is likely to cause more variances and headaches for property owners down the road. Plats that pre-date modern zoning code would often plat several small, narrow lots in a row and allow future owners to buy several lots to make up today's lots that are found in older parts of Faribault.

City Staff requests an amendment to Chapter 3, Nonconformities that governs nonconforming structures, uses, and lots. The proposal includes amending Sec 3-60 to allow for the development of existing, legally-platted properties that are too small for current zoning requirements. The structure built on the property must meet development standards to be used as a nonconforming lot, have access to city water and sewer, and front onto a public street. Unless otherwise stated in the ordinance, the proposed amendment facilitates developing existing, nonconforming lots at 50% of their width and area, down to 40-feet in width and 4,000 square feet. The minimum amount has the potential to not include some of the smallest lots in Faribault, but those property owners can still request a variance for their property and it avoids truly undevelopable property that is either too narrow or too small to be developed in a compatible way with the rest of the neighborhood.

City Staff believe the above changes will help draw in new housing and redevelopment projects. As a baseline, development should not occur if the property does not have access to an existing public street (paved or unpaved), water, and sewer. Putting a minimum amount of land area and

lot width for properties catches most platted lots seen across the city and leaves out lots that are truly not large enough for development and would be very inconsistent with surrounding properties. Overall, the changes will remove or minimize barriers to development and investment in properties while balancing individual property rights with community interests. At the September 2, 2025 Planning Commission public hearing, Commissioners unanimously forwarded this Ordinance to Council, recommending approval. Staff received no public comment and none was presented at the public hearing.

Recommendation:

Approve the first reading of Ordinance 2025-12.

Attachments:

1. Ordinance 2025-12 Approve a Zoning Text Amendment to Chapter 3 Nonconformities

CITY OF FARIBAULT
ORDINANCE No. 2025-12

**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 nonconforming lots within city limits; and

WHEREAS, City Staff and the Planning Commission held a work session on August 18 to review staff's initial amendments, culminating in the recommended changes depicted in Exhibit A; and

WHEREAS, the Planning Commission, on September 2, 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 lessen limitations on existing parcels and developed areas facing redevelopment pressures. Both residential and commercial properties will benefit from the changes and avoid delays by variances for property that exists.

- Balance individual property rights with community interests and goals.

The proposed zoning amendment will allow for property owners to expand and invest in their homes and businesses. Commercial

properties are going to be held at the 50% minimum, but residential properties can't be too small that they are unable to construct a reasonably sized home with adequate lot area. In areas encumbered by shoreland, the allowance below lot size minimums is superseded by the shoreland ordinances.

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 modifies and lessens limitations placed on lot sizes and widths 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 September 9, 2025, to consider approval of the first reading of Ordinance 2025-12; and

WHEREAS, the City Council also held a public meeting on September 23, 2025, to consider approval of the second reading of Ordinance 2025-12; 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 ~~strikethrough~~ text) to the Unified Development Ordinance under Chapter 3, 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:	September 2, 2025
First Reading:	September 9, 2025
Second Reading:	September 23, 2025
Publication:	September 30, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A

**Amended Section 3-60, under Chapter 3 of the Unified Development
Ordinance**

(insert proposed amendment document)

Sec. 3-60. ~~Reserved~~Nonconforming lots.

- (1) Lots that do not fully meet the requirements of the Unified Development Ordinance to be considered a conforming lot for development, and thus are considered nonconforming lots, may be utilized for development under the following provisions:
- (a) A proposed structure shall meet all applicable building setbacks, height and lot coverage requirements and other applicable zoning and development codes, with the specific exception of the reason for which the lot is nonconforming.
 - (b) Such lot shall have frontage onto a public street, and water and sewer shall be provided to the lot at the time of development.
 - (c) Such lot shall have at least 50% of the required lot width and area of the underlying zoning district, but shall have at a minimum 40 feet in width and 4,000 square feet in area, unless otherwise specified or allowed in the Unified Development Ordinance. Corner lots that trigger this provision may reduce principal structure corner side setbacks to be consistent with side setback requirements, but in any case shall not be reduced below 10 feet.
 - (d) A nonconforming lot that does not meet the provisions above may be brought into conformity by way of an approved variance, a rezoning action, or by combining a lot(s) to meet the standards of the underlying zoning district. A lot that was established unlawfully shall not be considered a legal lot of record under this chapter and no building or development permit may be granted until the lot is legally established as provided herein.

~~Editor's note(s) — Ord. No. 2009-03, § 1, adopted February 24, 2009, repealed § 3-60, which pertained to nonconforming lots and derived from Ord. No. 99-20, adopted November 23, 1999.~~



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: September 9, 2025
SUBJECT: Resolution 2025-227 Approve Purchase Agreement and Accept Real Estate from Rice County

Background:

The City has worked closely with Rice County on the replatting of Henry M. Rice Square, which creates two main parcels one of which is slated for an economic development project. Part of the discussions on how to contribute to the economic development of the area was through the addition of a City-owned parking lot that would function to serve the future use on the adjacent lot as well as other parking needs in the immediate area of 1st Avenue, like the Police Station. The attached resolution from Rice County authorizes the transfer of land to the City for a parking lot. This resolution formalizes the purchase agreement with Rice County and accepts the property. Ownership will not be immediate as the plat has to be recorded, and a new parcel number assigned in order for the formal transfer to occur.

The parking lot construction will be a 2026 project and will not increase budgeted expenditures. The City has a 2025 budget for the construction of a parking lot when 505 Central Avenue is removed. Instead, grass will be planted, and a green space will be started to avoid an expense which could change depending on the use of the area. A budget amendment to remove the 2025 project from the 2025 Street Improvement budget will come forward in the near future, and the 2026 Street Improvement budget will include the parking lot project for the corner of 4th Street and 1st Avenue.

The Purchase Agreement is attached. The closing date is dependent upon when the plat can be recorded, so that remains blank. The use of the property has been restricted to a parking lot or future economic development. The County is still working on the updated abstract that is requested as part of this as well.

Recommendation:

Approve Resolution 2025-227

Attachments:

1. Resolution 2025-227 Approve Purchase Agreement Accept Real Estate
2. 25-033 Transfer portions of land parcels to the City of Faribault for Public Parking
3. Minnesota-Commercial-Real-Estate-Purchase-Agreement w city

CITY OF FARIBAULT

RESOLUTION #2025-227

**APPROVE PURCHASE AGREEMENT AND ACCEPT REAL ESTATE
FROM RICE COUNTY**

WHEREAS, Rice County has invested significant amounts of public funds in the purchase and removal of buildings in the 100 Block of 4th Street Northwest; and

WHEREAS, this investment has resulted in the parcels being replatted into two main parcels, one of which is for economic growth and the other for a City-owned parking lot; and

WHEREAS, the City of Faribault wishes to complete a purchase agreement with Rice County to be able to set terms to accept the parcel of land from Rice County.

NOW, THEREFORE BE IT RESOLVED, that the City of Faribault hereby approves the Purchase Agreement and accepts the real estate from Rice County.

ALSO, BE IT RESOLVED, that the Mayor and City Administrator may take actions necessary to complete the transfer of the property to the City of Faribault.

Date Adopted: September 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

**BOARD of COMMISSIONERS
RICE COUNTY, MINNESOTA**

RESOLUTION # 25-033

**RESOLUTION TO TRANSFER PORTIONS OF LAND PARCELS NUMBERS
18.31.1.26.261; 18.31.1.26.262; 18.31.1.26.263; AND 18.31.1.26.272 TO
THE CITY OF FARIBAULT FOR A PUBLIC PARKING LOT**

WHEREAS, the Rice County Board of Commissioners ("County") has the authority, pursuant to Minnesota Statute 465.035, to convey its lands to another public corporation for public use.

WHEREAS, a redevelopment plan and plat have been approved for the Henry M. Rice Square in the City of Faribault, which include all or portions of Parcels 18.31.1.26.261; 18.31.1.26.262; 18.31.1.26.263; AND 18.31.1.26.272;

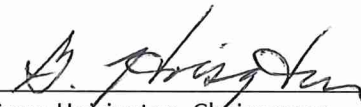
WHEREAS, the County believes that the redevelopment plan for Henry M. Rice Square will afford maximum opportunity, consistent with the needs of the City of Faribault, for the redevelopment of the area;

WHEREAS, the County believes that the redevelopment plan for Henry M. Rice Square conforms with the general plan for redevelopment in that section of the City of Faribault;

NOW, THEREFORE BE IT RESOLVED, the Rice County Board of Commissioners authorizes the transfer of parcels 18.31.1.26.261; 18.31.1.26.262; 18.31.1.26.263; AND 18.31.1.26.272 to the City of Faribault for a public parking lot pursuant to the recorded plat for the Henry M. Rice Square.

Dated this 2nd day of September 2025.

RICE COUNTY BOARD OF COMMISSIONERS



Gerry Holsington, Chairperson

ATTEST:



Sara Folsted, County Administrator

MINNESOTA

COMMERCIAL REAL ESTATE PURCHASE AGREEMENT

I. THE PARTIES. This Commercial Real Estate Purchase Agreement ("Agreement") made on _____, 20____ ("Agreement Date"), between:

_____ ("Buyer") with a mailing address of _____, City of _____, State of _____ who agrees to buy, and

_____ ("Seller") with a mailing address of _____, City of _____, State of _____, who agrees to sell and convey real and personal property as described in Sections II & III. Buyer and Seller shall be collectively known as the "Parties."

II. LEGAL DESCRIPTION. The real property along with improvements and fixtures thereon and with all appurtenant rights, privileges, and easements is best described as: (check one)

- ☐ - Industrial Property
- ☐ - Land (only)
- ☐ - Multi-Family with _____ total residential units
- ☐ - Office Building
- ☐ - Retail Property
- ☐ - Mixed Use Property (any combination of above)
- ☐ - Other: _____

Street Address: _____

Tax Parcel Information (i.e., "Parcel ID" or "Tax Map & Lot"): _____

Other Description: _____

III. PERSONAL PROPERTY. In addition to the real property described in Section II, the Seller shall include the following personal property: _____

The real property in Section II and any personal property in Section III shall be collectively known as the "Property".



Buyer's Initials _____ Seller's Initials _____

IV. PURCHASE PRICE. The Buyer agrees to purchase the Property by payment of \$ _____ (_____ Dollars) as follows: (check one)

☐ - **All Cash Offer.** No loan or financing of any kind is required in order to purchase the Property. Buyer shall provide Seller written third (3rd) party documentation verifying sufficient funds to close no later than _____, 20____, at _____: _____ ☐ AM ☐ PM. Seller shall have three (3) calendar days after the receipt of such documentation to notify Buyer, in writing, if the verification of funds is not acceptable. If Buyer fails to provide such documentation, or if Seller finds such verification of funds is not acceptable, Seller may terminate this Agreement. Failure of Seller to provide Buyer written notice of objection to such verification shall be considered acceptance of verification of funds.

☐ - **Bank Financing.** The Buyer's ability to purchase the Property is contingent upon the Buyer's ability to obtain financing under the following conditions:

a.) **Loan Application.** Buyer agrees, within a reasonable time, to make a good faith loan application with a credible financial institution;

b.) **Contingency.** If Buyer does not reveal a fact of contingency to the lender and this purchase does not record because of such nondisclosure after initial application, the Buyer shall be in default;

c.) **Letter.** On or before _____, 20____, the Buyer will provide the Seller a letter from a credible financial institution verifying a satisfactory credit report, acceptable income, source of down payment, availability of funds to close, and that the loan approval ☐ is ☐ is not contingent on the lease, sale, or recording of another property;

d.) **Failure to Produce.** In the event the Buyer fails to produce the aforementioned letter or other acceptable verification by the date above in Section IV(c), this Agreement may be terminated at the election of the Seller with written notice provided to the Buyer within _____ calendar days from the date in Section IV(c);

e.) **Seller's Approval.** Buyer must obtain Seller's approval, in writing, to any change to the letter described in Section IV(c) regarding the financial institution, type of financing, or allocation of closing costs; and

f.) **Fees.** Buyer agrees to pay all fees and satisfy all conditions in a timely manner required by the financial institution for processing the loan application. Buyer agrees the interest rate offered by a lender or the availability of any financing program is not a contingency of this Agreement, so long as Buyer qualifies for the financing herein agreed. The availability of any financing program may change at any time. Any licensed real estate agent hired by either party is not responsible for representations or guarantees as to the availability of any loans, project, and/or property approvals or interest rates.

☐ - **Seller Financing.** Seller agrees to provide financing to the Buyer under the following terms and conditions:

a.) **Loan Amount:** \$ _____



Buyer's Initials _____ Seller's Initials _____

- b.) **Down Payment:** \$ _____
- c.) **Interest Rate** (per annum): _____ %
- d.) **Term:** _____ ☐ Months ☐ Years
- e.) **Documents:** The Buyer shall be required to produce documentation, as required by the Seller, verifying the Buyer's ability to purchase according to the Purchase Price and the terms of the Seller Financing. Therefore, such Seller Financing is contingent upon the Seller's approval of the requested documentation to be provided on or before _____, 20____. The Seller shall have until _____, 20____, to approve the Buyer's documentation. In the event the Buyer fails to obtain Seller's approval, this Agreement shall be terminated with the Buyer's Earnest Money being returned within five (5) calendar days.

~~**V. EARNEST MONEY DEPOSIT.** After acceptance by all Parties, the Buyer agrees to make a payment in the amount of \$ _____ as consideration by _____, 20____, at _____:____ ☐ AM ☐ PM ("Earnest Money"). The Earnest Money shall be applied to the Purchase Price at Closing and subject to the Buyer's ability to perform under the terms of this Agreement. Any Earnest Money accepted ☐ is ☐ is not required to be placed in a separate trust or escrow account in accordance with Minnesota law. The Earnest Money shall be held by _____ ("Escrow Agent").~~

~~a.) **Return of Deposit.** Unless otherwise specified in this Agreement, in the event any condition of this Agreement is not met and the Buyer has fulfilled any required notice obligation in a timely manner regarding the condition having not been met, the Escrow Money shall be returned in accordance with Minnesota law.~~

~~**VI. INSPECTION PERIOD.** Buyer shall be under no obligation to purchase the Property or otherwise perform under this Agreement unless Buyer determines the Property to be, in all respects, suitable for its intended purposes. The decision as to whether the Property is suitable for its intended purposes shall be the sole decision of Buyer, determined in the absolute discretion of Buyer, with Buyer's decision being final and binding upon both Parties. Buyer shall have until _____, 20____, at _____:____ ☐ AM ☐ PM to notify Seller of its termination of this Agreement due to Buyer's determination that the Property is unsuitable for its intended purpose ("Inspection Period"). In the event Buyer elects to terminate this Agreement, Buyer shall provide written notice of termination to Seller prior to the expiration of the Inspection Period. In the event Buyer provides said notice of termination, Seller and any Escrow Agent shall be obligated to return the Escrow Money to the Buyer as provided in Section V hereof, and neither party shall have any further rights or obligations under this Agreement. In the event Buyer does not submit written notice of termination prior to the expiration of the Inspection Period, the Buyer shall be deemed to be satisfied with its inspections of the Property and this contingency shall be deemed to be fulfilled. The Seller, at no expense, shall fully cooperate with Buyer in obtaining any and all approvals required from any Federal, State, or Local Government ("Governmental Approvals") necessary for Buyer to satisfy their needs during the Inspection Period for the suitability of the Property. Said Governmental Approvals shall be~~

~~obtained during the Inspection Period unless the Parties agree otherwise. Any additional agreements related to this Section must be done in writing and attached to this Agreement.~~

VII. SELLER'S DISCLOSURES. ~~In order to meet the Buyer's obligations during the Inspection Period, the Seller shall be required to provide the following documents and records, to the extent they are within the possession or control of the Seller, at the Seller's sole cost and expense:~~

- ~~a.) **Title Commitment.** A title commitment ("Title Commitment") from a title company selected by the Seller to the Buyer's approval ("Title Company"), together with a copy of each instrument, agreement or document listed as an exception to title in such Title Commitment;~~
- ~~b.) **Disclosure Statement.** A disclosure statement of the Property signed and dated by the Seller;~~
- ~~c.) **Other Agreements.** A true and correct copy of all management agreements and contracts affecting the Property;~~
- ~~d.) **Studies and Reports.** All copies in the Seller's possession of studies and/or reports which have previously been performed in connection with or for the Property, including without limitation, environmental reports, soils studies, seismic studies, physical inspection reports, site plans and surveys, and identification of such studies of which the Seller is aware but that are not in their possession;~~
- ~~e.) **Written Notices.** All copies of written notices relating to a violation of a Local, State, or Federal law including, without limitation, environmental laws relating to land use, zoning compliance, or building codes;~~
- ~~f.) **Water Rights.** Water rights and/or water shares used in connection with the Property;~~
- ~~g.) **Copies of Leases.** Copies of all current leases together with any ongoing evictions or legal matters related to the Property; and~~
- ~~h.) **Other Documents.** Any other documents related to the Property that could serve as evidence to adversely affect its value.~~

~~Seller shall be required to provide the aforementioned disclosures within ____ calendar days after the Effective Date of this Agreement.~~

VIII. TITLE. Merchantable title shall be conveyed by _____ deed, subject to conditions, zoning, restrictions, and easements of record, if any, which do not interfere with or restrict the existing use of the Property.

- a.) **Title Insurance.** At the ☐ Seller's expense ☐ Buyer's expense ☐ Shared expense of both Parties, the Seller shall provide the Buyer with a standard owner's policy insuring marketable title in the amount of the Purchase Price. If any matter disclosed by the Title Commitment adversely and materially affects the value of the Premises or Buyer's intended use of the Property, the Buyer shall have the right to terminate this Agreement by giving the Seller written notice within ____ calendar days after copies of the Title Commitment, in accordance with Section VII, are delivered to the Buyer; otherwise, the Buyer's right to terminate this Agreement pursuant to this Section shall be deemed to have been waived. A matter disclosed on the Title Commitment that is in the form of a lien that is liquidated in amount, and

~~that can be readily discharged, shall not be grounds for termination of this Agreement by Buyer under this Section so long as the Seller discharges such lien(s) at Closing.~~

IX. SURVEY. The Parties agree that: (check one)

☐ - **Seller's Recorded Surveys are Satisfactory.** The Parties agree that the survey provided in accordance with Section VII from the Seller's records shall be adequate to fulfill the survey obligations of the Buyer. If a survey is not provided by the Seller, a new survey shall be requested and provided to the Buyer at the expense of the Seller.

☐ - **New Survey Requested.** Buyer will, at the ☐ Seller's ☐ Buyer's ☐ Shared expense and within a timeframe allowed to deliver and examine title evidence, obtain a certified survey of the Property from a certified and registered surveyor within the State. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, such encroachments will constitute a title defect. The Buyer shall have the right to terminate this Agreement with written notice to the Seller within ____ calendar days of being notified of said title defect.

X. CURE PERIOD. Prior to any claim for default being made, either the Buyer or Seller will have an opportunity to cure any alleged default. If either Buyer or Seller fails to comply with any provision of this Agreement, the other party will deliver written notice to the non-complying party specifying such non-compliance. The non-complying party shall have ____ calendar days after delivery of such notice to cure the non-compliance.

XI. CLOSING. The purchase of the Property shall be closed on _____, 20____, at ____:____ ☐ AM ☐ PM or earlier at the office of a title company to be agreed upon by the Parties ("Closing"). Any extension of the Closing must be agreed upon, in writing, by Buyer and Seller. Real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be paid by the Seller and prorated as of the Closing.

a.) **Closing Costs.** The costs attributed to the Closing of the Property shall be the responsibility of ☐ Buyer ☐ Seller ☐ Both Parties. The fees and costs related to the Closing shall include, but not be limited to, a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property.

XII. SALE OF BUYER'S PROPERTY. Performance under this Agreement: (check one)

☐ - **Shall not** be contingent upon the Buyer selling another property.

☐ - **Shall be** contingent upon the Buyer selling another property with a mailing address of _____, City of _____, State of _____, within _____ calendar days from the Effective Date.

XIII. ASSIGNABILITY. This Agreement is: (check one)

☐ - **Assignable.** If this Agreement may be assignable, the Buyer shall deliver a copy of the assignment agreement to the Seller at least _____ calendar days prior to Closing.

☐ - **Not Assignable.**

XIV. NOTICES. All notices shall be in writing and may be delivered by the following acceptable method(s): (check all that apply)

☐ - E-Mail

☐ - Certified Mail (with return receipt)

☐ - Personal Delivery

☐ - Other: _____

Such notices shall be sent to the respective Parties' mailing addresses listed in Section I unless otherwise listed below:

Buyer: _____

Seller: _____

XV. CONVEYANCE. Upon performance by the Buyer of the closing obligations specified herein, the Seller shall convey marketable title of the Property to the Buyer by the deed mentioned in Section VIII, including, but not limited to, oil, gas, and other mineral rights, subject only to building and use restrictions, easements, and restrictions of record, if any.

XVI. ENVIRONMENTAL WARRANTY, DISCLOSURES AND INDEMNIFICATION. To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State, and Local statutes and regulations, have been disposed of, released, or found. No claim has been made against Seller with regard to hazardous substances or wastes as set forth herein, and Seller is not aware that any such claim is current or ever has been threatened. Seller shall inform Buyer, to the best of Seller's knowledge, of any hazardous materials or release of any such materials into the environment, and of the existence of any underground structures or utilities which are or may be present on the Property.

XVII. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. As an inducement to Buyer to enter into this Agreement and to purchase the Property, Seller warrants, represents, and covenants to Buyer, as follows:



Buyer's Initials _____ Seller's Initials _____

a.) **Authority.** Seller: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws in the State of Minnesota or another State; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Buyer in accordance with the terms and provisions of this Agreement.

b.) **Title and Characteristics of Property.** Seller, as of the date of execution of this Agreement, owns the Property in fee simple and has marketable and good title of public record and, in fact, the Property at Closing shall have the title status as described in Section VIII of this Agreement.

c.) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller at the Closing, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound. At Closing, all necessary and appropriate action will have been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller at Closing, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

d.) **Condemnation.** The Seller has received no notice of, nor is Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof.

e.) **Litigation.** There is no action, suit or proceeding pending or, to Seller's knowledge, threatened by or against or affecting Seller or the Property, which does or will involve or affect the Property or title thereto. Seller will defend, indemnify, and otherwise hold Buyer harmless from any and all claims of any person due to, arising out of or relating to the Property, including any and all costs, expenses, and attorneys' fees which Buyer may incur as a result of Seller's breach of its warranty hereunder. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Buyer written notice thereof.

f.) **Assessments and Taxes.** No assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens, and Seller shall notify Buyer of any such assessments which are brought to Seller's attention after the execution of this Agreement. The Seller will pay or cause to be paid promptly all City, State, and County ad valorem taxes and similar taxes and assessments, all sewer and water charges, and all other governmental charges levied or imposed upon or assessed against the Property which are due on or prior to the Closing.

g.) **Boundaries.** (i) There is no dispute involving or concerning the location of the lines and corners of the Property; (ii) to Seller's knowledge there are no

encroachments on the Property and no portion of the Property is located within any "Special Flood Hazard Area" designated by the United States Department of Housing and Urban Development and/or Federal Emergency Management Agency, or in any area similarly designated by any agency or other governmental authority; and (iii) no portion of the Property is located within a watershed area imposing restrictions upon the use of the Property or any part thereof.

h.) **No Violations.** The Seller has received no notice there are any violations of State or Federal laws, municipal or county ordinances, or other legal regulations or requirements with respect to the Property, including those violations referenced in Paragraph 7 above. The Seller has received no notice (oral or written) that any municipality or governmental or quasi-governmental authority has determined that there are such violations. In the event Seller receives notice of any such violations affecting the Property prior to the Closing, Seller shall promptly notify Buyer thereof, and shall promptly and diligently defend any prosecution thereof and take any and all necessary actions to eliminate said violations.

i.) **Foreign Ownership.** Seller is not a "foreign person" as that term is defined in the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and Buyer has no obligation under Section 1445 of the U.S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U.S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445).

j.) **Prior Options.** No prior options or rights of first refusal have been granted by Seller to any third parties to purchase or lease any interest in the Property, or any part thereof, which are effective as of the execution date.

k.) **Mechanics and Materialmen.** At Closing, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect, or engineer for work, labor, or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property and shall not have done any work on the Property within one-hundred twenty (120) days prior to Closing.

XVIII. BUYER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. Buyer: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of Minnesota or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement.

a.) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Buyer at the Closing, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Buyer is a party, or any judicial order or judgment of any nature by which Buyer is bound. At Closing, all

necessary and appropriate action will have been taken by Buyer authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Buyer of the documents and instruments to be executed by Buyer at Closing, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

XIX. ESCROW AGENT. The Parties authorize the Escrow Agent to receive, deposit, and hold funds and other property in escrow, including Earnest Money, that is subject to collection and disburse them in accordance with the terms of this Agreement. The Parties agree that the Escrow Agent will not be liable to any person for misdelivery of Escrow Money to the Buyer and the Seller, unless the misdelivery is due to the Escrow Agent's willful breach of this Agreement or gross negligence. If the Escrow Agent has doubt as to their duties or obligations under this Agreement, Escrow Agent may, at their sole decision:

- a.) **Hold the Escrow Money.** Hold any Escrow Money until the Parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the Parties; or
- b.) **Deposit.** Deposit the Escrow Money with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the Parties of such action, Escrow Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Escrow Agent is a licensed real estate broker, Escrow Agent will comply with Minnesota law. In any suit in which Escrow Agent interpleads the escrowed items or is made a party because of acting as Escrow Agent hereunder, Escrow Agent will recover reasonable attorneys' fees and costs incurred, with these amounts to be paid from and out of the Escrow Money and charged and awarded as court costs in favor of the prevailing party.

XX. SELLER'S DEFAULT. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Buyer may, at Buyer's option and as its sole remedy, elect to either: (i) specifically enforce the terms hereof; or (ii) demand and be entitled to an immediate refund of the Escrow Money, in which case this Agreement shall terminate in full.

XXI. BUYER'S DEFAULT. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Buyer's default hereunder, Seller shall be entitled, as its sole and exclusive remedy hereunder, to receipt of the Escrow Money amount as full and complete liquidated damages for such default of Buyer. The Parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Buyer's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Escrow Money is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages is Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Buyer, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer for any claims, injury, or loss arising from or in connection with this Agreement, including without limitation: (i) for specific



performance of this Agreement; or (ii) to recover any damages in excess of such liquidated damages.

XXII. ATTORNEYS' FEES. In any claim or controversy arising out of or relating to this Agreement, the prevailing party, which for purposes of this provision shall include the Buyer, Seller, and any real estate agent, will be awarded reasonable attorneys' fees, costs, and expenses.

~~**XXIII. DAMAGE TO THE PROPERTY.** If the property is damaged, by fire or other casualty, after the Effective Date and before the Closing, the Seller will bear the risk of loss and the Buyer may cancel this Agreement without liability and the Escrow Money shall be returned to the Buyer. Alternatively, the Buyer will have the option of purchasing the Property at the agreed-upon Purchase Price and the Seller will credit the deductible, if any, and transfer to the Buyer at Closing any insurance proceeds or Seller's claim to any insurance proceeds payable for the damage. The Seller will cooperate with and assist the Buyer in collecting any such proceeds. The Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.~~

~~Furthermore, if any part of the Property, after the Effective Date and before the Closing, is taken in condemnation or under the right of eminent domain, or proceedings for such taking are pending or threatened, the Buyer may cancel this Agreement without liability and the Escrow Money will be returned to the Buyer. Alternatively, the Buyer will have the option of purchasing what is left of the Property at the agreed-upon Purchase Price and the Seller will transfer to the Buyer at Closing the proceeds of any award or the Seller's claim to any award payable for the taking. The Seller will cooperate with and assist the Buyer in collecting such an award.~~

XXIV. OPERATION OF PROPERTY DURING AGREEMENT PERIOD. The Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to the Agreement and will take no action that would adversely impact the Property, tenants, lender, or business, if any. Any changes, such as renting vacant space, that materially affects the Property or the Buyer's intended use will be permitted only with the Buyer's consent.

XXV. CLOSING PROCEDURE. Unless otherwise agreed or stated herein, the Closing shall be in accordance with the laws located in the State of Minnesota.

- a.) **Possession and Occupancy.** The Seller will deliver possession and occupancy of the Property to the Buyer at Closing. The Seller shall provide access to all locks, including keys, remote controls, and any security/access codes, necessary to operate all locks, mailboxes, and security systems.
- b.) **Costs.** The Buyer will pay the Buyer's attorneys' fees, taxes, and recording fees on notes, mortgages, and financing statements and recording fees for the deed. The Seller will pay the Seller's attorneys' fees, taxes on the deed, and recording fees for documents needed to cure title defects.
- c.) **Documents.** The Seller will provide: the deed, the bill of sale, mechanic's lien affidavit, originals of those assignable service and maintenance contracts that will be

assumed by the Buyer after the Closing, letters to each service contractor from the Seller advising each of them of the sale of the Property, and if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by the Seller from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases and updated rent roll; tenant and lender estoppel letters; tenant subordination, non-disturbance and attornment agreements (SNDA's) required by the Buyer or the Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, the Seller will certify to the buyer that the lease is correct. If the Seller is an entity, the Seller will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. The Seller will transfer security deposits to the Buyer. The Buyer will provide the closing statement, mortgages and notes, security agreements, and financing statements.

d.) **Taxes and Prorations.** The real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by the Buyer, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to Buyer, and operating expenses will be prorated through the day before Closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at the request of either party, be readjusted upon receipt of the current year's tax bill; this provision will survive the Closing.

e.) **Special Assessment Liens.** Certified, confirmed, and ratified special assessment liens as of the Closing will be paid by the Seller. If a certified, confirmed, and ratified special assessment is payable in installments, the Seller will pay all installments due and payable on or before the Closing, with any installment for any period extending beyond the Closing prorated, and the Buyer will assume all installments that become due and payable after the Closing. The Buyer shall be responsible for all assessments of any kind which become due and owing after the Closing, unless an improvement is substantially completed as of the Closing. If an improvement is substantially completed as of the Closing but has not resulted in a lien before Closing, the Seller will pay an amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

XXVI. RECORDING. Buyer and Seller agree that before the recording of the deed can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the State of Minnesota, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.

XXVII. ACCEPTANCE. Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Therefore, by the Seller's authorization below, he/she/they accept the above offer and agrees to sell the Property on the above terms



Buyer's Initials _____ Seller's Initials _____

and conditions and agrees to the agency relationships in accordance with any agreement(s) made with a licensed real estate agent(s). The Seller has read and acknowledges receipt of a copy of this Agreement and authorizes any licensed real estate agent(s) to deliver a signed copy to the Buyer.

Delivery may be in any of the following: (i) hand delivery; (ii) email under the condition that the party transmitting the email receives electronic confirmation that the email was received to the intended recipient; and (iii) by facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

~~a.) **Real Estate Agent(s).** If Buyer or Seller have hired the services of the licensed real estate agent(s) to perform representation on their behalf, he/she/they shall be entitled to payment for their services as outlined in their separate written agreement.~~

XXVIII. BINDING EFFECT. This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives, and assigns, which, therefore, constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

XXIX. SEVERABILITY. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

~~**XXX. DISCLOSURES.** The following disclosures are attached to this Agreement and required to be read and signed by the Parties:~~

- a.) _____
- b.) _____
- c.) _____
- d.) _____

XXXI. DISPUTE RESOLUTION. Buyer and Seller agree to mediate any dispute or claim arising out of this Agreement, or in any resulting transaction, before resorting to arbitration or court action.

- a.) **Mediation.** If a dispute arises between or among the Parties, and it is not resolved prior to or after recording, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to arbitration or litigation.
- b.) **Arbitration.** The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator is required to be a retired judge or justice, or an attorney with at least five (5) years of residential real estate law experience, unless the Parties mutually agree to a different arbitrator. Under arbitration, the Parties shall have the right to discovery in accordance with Minnesota law. Judgment upon the



award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this Agreement to arbitrate shall be governed by the Federal Arbitration Act.

- c.) **Exclusions.** The following matters shall be excluded from the mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed, mortgage or installment land sale contract as defined in accordance with Minnesota law; (ii) an unlawful detainer action, forcible entry detainer, eviction action, or equivalent; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of probate, small claims, or bankruptcy court. The filing of court action to enable the recording of a notice of pending action, for an order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions of this Section.

XXXII. TERMS AND CONDITIONS OF OFFER. This is an offer to purchase the Property in accordance with the above-stated terms and conditions of this Agreement. ~~If at least one, but not all, of the Parties initial such pages, a counteroffer is required until an agreement is reached. The Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of acceptance. If this offer is accepted and the Buyer subsequently defaults, the Buyer may be responsible for payment of licensed real estate agent(s) compensation.~~ This Agreement and any supplement, addendum, or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

XXXIII. GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws in the State of Minnesota ("Governing Law").

XXXIV. OFFER EXPIRATION. This offer to purchase the Property as outlined in this Agreement shall be deemed revoked, ~~and the Earnest Money shall be returned,~~ unless this Agreement is signed by Seller and a copy of this Agreement is personally given to the Buyer by _____, 20____, at ____:____ ☐ AM ☐ PM.

a.) Effective Date. The "Effective Date" of this Agreement is the date on which the last one of the Parties has signed or initialed and delivered this offer or the final counteroffer. Calendar days will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. local time of the next business day. Time is of the essence in this Agreement.

XXXV. ADDITIONAL TERMS & CONDITIONS. _____

XXXVI. ENTIRE AGREEMENT. This Agreement, together with any attached addendums or disclosures, shall supersede any and all other prior understandings and agreements, either oral or in writing, between the Parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the Parties with respect to the said



Buyer's Initials _____ Seller's Initials _____

Property. All prior negotiations and agreements between the Parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement, or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

Seller's Signature: _____ **Date:** _____

Print Name: _____

Seller's Signature: _____ **Date:** _____

Print Name: _____

Buyer's Signature: _____ **Date:** _____

Print Name: _____

Buyer's Signature: _____ **Date:** _____

Print Name: _____

Agent's Signature: _____ **Date:** _____

Print Name: _____

Agent's Signature: _____ **Date:** _____

Print Name: _____



Buyer's Initials _____ Seller's Initials _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: September 9, 2025
SUBJECT: Resolution 2025-215 Approve Agreement for Legal Services with Kennedy & Graven

Background:

The City has retained Kennedy & Graven for legal services for a number of years. The current three-year agreement is ending as of December 31, 2025, and Scott Riggs has presented another three-year agreement for the Council to consider. For 2026, rates are increasing by 4.8 percent; 3.4 percent for 2027; and 6 percent for 2028 (general municipal billing). Rates are on a schedule based on the type of work to be done, with lower rates for law clerks and paralegals.

Recommendation:

To approve Resolution 2025-215

Attachments:

1. Resolution 2025-215 Approve Agreement for Legal Services with Kennedy & Graven
2. DOCSOPEN-#1041798-v1-2026-2028_Faribault_Legal_Services_Agreement

CITY OF FARIBAULT

RESOLUTION #2025-215

APPROVE AGREEMENT FOR LEGAL SERVICES WITH KENNEDY & GRAVEN

WHEREAS, the City of Faribault retains outside legal counsel through Kennedy & Graven; and

WHEREAS, the current agreement is ending as of December 31, 2025; and

WHEREAS, the City of Faribault wishes to continue the relationship with Kennedy & Graven.

NOW, THEREFORE BE IT RESOLVED, that the City of Faribault hereby approves the agreement for legal services from January 1, 2026 through December 31, 2028.

Date Adopted: September 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

AGREEMENT FOR LEGAL SERVICES

This Agreement, entered into between the CITY OF FARIBAULT, a Minnesota municipal corporation (City) and the law firm of KENNEDY & GRAVEN, CHARTERED (City Attorney) as of this 1st day of January, 2026, provides as follows:

SECTION 1. Background: Findings.

1.01. *Authority.* The appointment and removal of the City Attorney are made by the City Council.

1.02. *Council Determination.* At a duly called regular meeting of the City Council, the City Council determined that the firm of Kennedy & Graven, Chartered be engaged as City Attorney, with Scott J. Riggs of that firm serving as primary legal counsel for the City and instructed the City Administrator to prepare an agreement between the firm and the City setting forth the terms and conditions of the engagement.

SECTION 2. Terms and Conditions.

2.01. *Consideration.* In consideration of the mutual promises and conditions contained in this Agreement the City and the City Attorney agree to the terms and conditions set forth herein.

2.02. *City Attorney Appointment.* The City appoints the firm of Kennedy & Graven, Chartered as City Attorney, with Scott J. Riggs acting as primary legal counsel for the City.

2.03. *Usual and Customary Legal Services.* The City Attorney agrees to perform all usual and customary legal services for the City in accordance with the terms of this Agreement, including, but not limited to the following:

- a) Attendance at City Council meetings and other City board, commission, or committee meetings as requested by the City Council or City Administrator.
- b) Draft ordinances, resolutions, and correspondence as requested.
- c) Review of all City Council, Planning Commission, Housing and Redevelopment Authority and Economic Development Authority agenda packets and minutes and provide email comments and suggestions regarding the same.
- d) Assist in the recodification of the City Code and continuing codification of City ordinances on a current basis.
- e) Meetings and/or telephone conversations with and advising Mayor, Council Members, City Administrator, Department Managers, and designated individuals on general legal matters.
- f) Review of municipal contracts, including contracts for public improvements, joint powers agreements, construction, purchase of equipment, etc.
- g) Representation of the City in the acquisition of properties for public improvement projects, etc.

- h) Representation of the City in condemnation proceedings for public improvement projects, etc.
- i) Representation of the City in matters related to the enforcement of city building, housing and zoning codes.
- j) Representation of the City in employment related issues, administrative hearings, and in litigation involving the same.
- k) Representation and advice with respect to municipal employment matters including, but not limited to: personnel policy, FLSA, FMLA, veteran's preference, and unemployment compensation.
- l) Review documents submitted by bond counsel involving the issuance of debt related instruments and provide opinions as required.
- m) Research and submission of legal options on municipal or other legal matters requested by City Council or City Administrator.
- n) Meet with the City Administrator at least once per month to review the status of all legal matters before the City and provide a quarterly written status report on all pending legal matters.
- o) Providing a legal briefing as requested to the City staff and Council regarding new or proposed legislation affecting municipal operations and activities.
- p) Defend the City in all litigation, except in those cases where insurance companies are required to exclusively provide defense, including, but not limited to: (1) human rights claims; (2) zoning and land use regulation matters; (3) permits and administrative actions; and (4) employment matters.
- q) Review bonds and insurance requirements required by or for City contracts or activities.
- r) Provide an initial response to City staff inquiries and return telephone calls within the same day of inquiry.

2.04. *Compensation for Legal Services.* For legal services in the year 2026, except as provided in Section 2.08, the City agrees to compensate the City Attorney at the following hourly rates for services indicated below:

- a) For all attorneys in general municipal matters not covered below \$205/hr.
- b) For all attorneys in litigation and administrative proceedings \$243/hr.
- c) For all attorneys in real estate matters \$243/hr.
- d) For all attorneys in telecommunications matters \$243/hr.
- e) For all employment and labor negotiation matters \$243/hr.

- f) For all attorneys in matters in which costs are passed through to developer
\$296/hr.
- g) For all attorneys in development, redevelopment and tax increment matters
\$296/hr.
- h) For all law clerks
\$106/hr.
- i) For all paralegals
\$138/hr.

For legal services in the year 2027, except as provided in Section 2.08, the City agrees to compensate the City Attorney at the following hourly rates for services indicated below:

- a) For all attorneys in general municipal matters not covered below
\$212.25/hr.
- b) For all attorneys in litigation and administrative proceedings
\$253.50/hr.
- c) For all attorneys in real estate matters
\$253.50/hr.
- d) For all attorneys in telecommunications matters
\$253.50/hr.
- e) For all employment and labor negotiation matters
\$253.50/hr.
- f) For all attorneys in matters in which costs are passed through to developer
\$311/hr.
- g) For all attorneys in development, redevelopment and tax increment matters
\$311/hr.
- h) For all law clerks
\$109/hr.
- i) For all paralegals
\$142/hr.

For legal services in the year 2028, except as provided in Section 2.08, the City agrees to compensate the City Attorney at the following hourly rates for services indicated below:

- a) For all attorneys in general municipal matters not covered below
\$226/hr.
- b) For all attorneys in litigation and administrative proceedings
\$266.25/hr.
- c) For all attorneys in real estate matters
\$266.25/hr.
- d) For all attorneys in telecommunications matters
\$266.25/hr.
- e) For all employment and labor negotiation matters
\$266.25/hr.
- f) For all attorneys in matters in which costs are passed through to developer
\$326.50/hr.
- g) For all attorneys in development, redevelopment and tax increment matters
\$326.50/hr.
- h) For all law clerks
\$112/hr.
- i) For all paralegals
\$146/hr.

2.05. *Compensation for Expenses.* The City will compensate the City Attorney for the following actual and necessary expenses incurred by the City Attorney on behalf of the City:

The firm will bill its out-of-pocket costs for such things as postage, long distance telephone calls, photocopying, filing fees and witness fees, and similar items.

Photocopying:	\$.05 per page
Mileage:	IRS-approved reimbursement rate
Westlaw or Lexis fees:	Actual cost charged
Other charges such as:	Actual cost charged
Messenger service	
Express mail	
Long distance telephone calls	
Filing fees	

Our monthly billing statements provide detail for all fees and costs.

2.06. *Billing Statements.* Billings by the City Attorney to the City for services will be on a monthly basis, except as may otherwise be agreed upon by the parties. The billing statement shall

be of sufficient detail to adequately inform the City concerning the tasks performed, the attorney or staff performing them, the time spent on each task and the nature and extent of costs and disbursements. The statement shall also contain a summary that shows the total time spent for each category and the total fees, charges and disbursements for each category.

2.07. *Term of Agreement.* The term of this Agreement shall be for three years. The hourly rates specified in this Agreement will remain in effect for the term of this Agreement.

2.08. *Bond Counsel Services.* The City Attorney will act as approving bond counsel for the City if so requested by the City. These services are not part of this Agreement, but may be made such by mutual agreement of the parties. In the event such services are desired by the City, fees for these services will be those usual and customarily charged by the firm of Kennedy & Graven, Chartered.

2.09. *Primary Legal Counsel.* It is the intention of the parties and it is hereby agreed by the City Attorney, that the term "primary legal counsel" as used herein means and refers to Scott J. Riggs who will, except in the case of extraordinary circumstances involving disability, unavoidable conflict or other good and substantial reasons, perform, supervise and be responsible to the City for the legal services to be provided.

2.10. *Entire Agreement.* This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between the City and the City Attorney, and supersedes any other written or oral agreements between the City and the City Attorney. This Agreement can only be modified in writing signed by the City and the City Attorney.

2.11. *Termination.* This Agreement may be terminated by the City at any time or by the City Attorney upon 60 days written notice.

2.12. *Conflict of Interest.* The City Attorney shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety in representation of the City. In the event of a conflict, the City Attorney, with the consent of the City, shall arrange for suitable alternative legal representation. It is the intent of the City Attorney to refrain from handling legal matters for any other person or entity that may pose a conflict of interest.

2.13. *Agreement Not Assignable.* Except as provided in Paragraph 2.12 of this Agreement relating to conflicts of interest, the rights and obligations created by this Agreement may not be assigned by either party.

2.14. *Agreement Not Exclusive.* The City retains the right to hire other legal representation for specific legal matters.

2.15. *Independent Contractor Status.* All services provided by the City Attorney pursuant to this Agreement shall be provided by the City Attorney as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts

and eligibility for employee benefits.

2.16. *Work Products.* All records, information, materials and other work products prepared and developed in connection with the provision of services pursuant to this Agreement shall become the property of the City.

2.17. *Insurance and Indemnification.* City Attorney agrees to maintain a valid policy of Professional Liability Insurance for the duration of this Agreement. The value of the policy shall not be less than the cap for municipal tort liability as established by Minnesota Statutes. City Attorney further agrees to defend, indemnify, and hold harmless the City, its agents and employees against all causes of actions against the City or any of its agents or employees that arise from or as a result of the City Attorney's negligent actions or advice under the terms of this Agreement.

2.18. *Data Practices Act Compliance.* Data provided to the City Attorney under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

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

2.20. *Reporting.* The City Attorney shall provide monthly reporting regarding year-to-date totals on billings per file number, along with year-end statistical data totals on billings per file number.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their proper officers and representatives as of the day and year first above written.

CITY OF FARIBAULT, MINNESOTA

By: _____
Thomas J. Spooner
Its Mayor

By: _____
Jessica Kinser
Its City Administrator

KENNEDY & GRAVEN, CHARTERED

By: _____
Scott J. Riggs
City Attorney



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: September 9, 2025
SUBJECT: Resolution 2025-218 Approve Agreement for Prosecution and Legal Services with Eckberg Lammers

Background:

Eckberg Lammers has provided prosecutorial services to the City since being designated as chief prosecutor by the City Council in 2014. The City's contract with Eckberg Lammers for prosecution and legal services, including training and consultation related to criminal matters, is set to expire at the end of 2025. The attached 3-year contract is valid through 2028.

In addition to criminal matters, the attached contract also includes consultation and representation for Extreme Risk Protection Order (ERPO) services, a civil process under Minnesota law. The drafting of documents related to ERPO proceedings is a 24/7 possibility, and Eckberg Lammers provides around-the-clock availability to the Police Department through this contract.

The yearly retainer rate for 2026 is \$171,740.64.

Recommendation:

Approve Resolution 2025-218

Attachments:

1. Resolution 2025-218, Approve Contract Agreement for Prosecution and Legal Services with Eckberg Lammers
2. Faribault - Proposed Contract - Prosecution ERPOs

CITY OF FARIBAULT

RESOLUTION #2025-218

APPROVE CONTRACT FOR PROSECUTION AND LEGAL SERVICES WITH ECKBERG LAMMERS

WHEREAS, Eckberg Lammers Law Firm was designated by the City Council as the "chief prosecutor" for the City in 2014, and the City of Faribault (the "City") currently contracts with Eckberg Lammers for prosecution and legal services; and

WHEREAS, the current contract with Eckberg Lammers expires at the end of 2025; and

WHEREAS, the City and Police Department wish to continue utilizing Eckberg Lammers for prosecution and legal services, including consultation related to Extreme Risk Protection Orders (ERPO), through 2028.

NOW, THEREFORE BE IT RESOLVED that a contract is approved by the City Council between the City and Eckberg Lammers for prosecution and legal services through 2028.

Date Adopted: September 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

CONTRACT FOR CRIMINAL PROSECUTION LEGAL SERVICES

This CONTRACT FOR CRIMINAL PROSECUTION LEGAL SERVICES (the "Agreement") is entered into by and between the City of Faribault, a Minnesota municipal corporation (the "City") and the law firm of Eckberg Lammers, P.C., with its principal office located at 1809 Northwestern Avenue, Stillwater, Minnesota, 55082 (the "Law Firm"), for the purpose of utilizing the Law Firm to provide prosecution legal services to the City.

RECITALS

A. The City wishes to utilize and retain the Law Firm to provide criminal prosecution legal services and Extreme Risk Protection Order (ERPO) legal services on behalf of the City.

B. The Law Firm agrees to provide criminal prosecution legal services and Extreme Risk Protection Order (ERPO) legal services to the City paid by the City to the Law Firm.

C. The rates identified for criminal prosecution legal services submitted by the Law Firm are as follows:

	2026 +%	2027 +3.5%	2028 +3.5%
Monthly Retainer Fee	\$14,311.72	\$14,812.63	\$15,331.07
Yearly Total	\$171,740.64	\$177,751.56	\$183,972.84

The rates identified for Extreme Risk Protection Order (ERPO) legal services are as follows:

	2026 +%	2027 +3.5%	2028 +3.5%
Hourly Rate	\$300	\$310	\$321

The minimum increments billed for each service are recorded in .10 per hour increments.

NOW THEREFORE, IN CONSIDERATION OF the mutual promises contained herein and other good and sufficient consideration, incorporating the Recitals in full the parties agree to the following:

TERMS

ARTICLE I: SERVICES

1.1. Scope and Nature of Prosecution Services: The parties hereto agree to the following description of the nature of the legal services to be provided by the Law Firm to the City:

- A. Meetings and/or telephone conversations with and advising the Mayor, Council Members, City Administrator, and other authorized staff on general criminal legal matters.
- B. Research and submission of legal opinions on municipal or other criminal legal matters requested by the City Administrator or other authorized staff; availability to answer staff questions by telephone,
- C. Legal consultation and general support for the Mayor, Council Members, City Administrator, and other authorized staff on general criminal legal matters.
- D. Provide a high level of customer service by responding in a prompt manner.
- E. Prosecute all petty misdemeanor, misdemeanor and statutorily delegated gross misdemeanor offenses committed within the corporate limits of the City. This service includes all such cases initiated by any law enforcement agency and citizen complaints including, but not limited to, traffic violations, DWI cases, theft and criminal City Code violations and criminal actions.
- F. Provide advice, consultation and training where required to the City's Police Department and to all other departments of the City in the interpretation and enforcement of statutes, ordinances and investigations of violations in connection with the prosecution of criminal cases.
- G. Prepare criminal complaints where facts warrant.
- H. Evaluate all cases where a plea of not guilty is entered and prosecute where warranted.
- I. Prepare appropriate pre-trial notices as required,

- J. Seek such additional investigation as required.
- K. Negotiate and enter plea bargains where deemed advisable.
- L. Represent the City at all pre-trial hearings including motions.
- M. Perform all legal research and prepare briefs when required.
- N. Try all jury and court trials.
- O. Draft Ordinances, ordinance amendments, resolutions and correspondence as requested.
- P. Review ordinances as requested.
- Q. Render written opinions on law when requested, including interpretation of statutes, ordinances, rules and regulations.
- R. Ensure proper notification and preparation of witnesses, police officers, and staff for trial.
- S. Investigate and evaluate all claims by the City against others and recommend appropriate courses of action, including but not limited to code enforcement issues and administrative citations.
- T. Handle all criminal appeals and contested DWI forfeitures matters.

1.2. Scope and Nature of Extreme Risk Protection Order (ERPO) Services: The parties hereto agree to the following description of the nature of the legal services to be provided by the Law Firm to the City:

- a. Legal Representation at Extreme Risk Protection Order (ERPO) hearings
- b. Preparation, consultation and advising on processes, drafting of orders, research, filing of exhibits and documents.

ARTICLE II: REIMBURSABLE COSTS AND EXPENSES.

2.1. General Rule: The City will reimburse the Law Firm for actual, necessary, and reasonable costs and expenses incurred by the Law Firm in the performance of legal services contained in the Agreement.

2.2. Specific Rates: Expenses to be billed:

Mileage	No Charge
Parking	Actual Cost
Photocopying	\$0.20 per page
Electronic Copying	No Charge
Facsimile	\$1.00 per page
Postage, Courier/Delivery	Actual Cost
Process Server	Actual Cost
Messenger	Actual Cost
Court Costs/Filing Fees	Actual Cost
Court Reporter Transcription Fees	Actual Cost
Other Contested Case Costs	Actual Cost
Westlaw Research Fees	No Charge
Printing Expenses	No Charge

ARTICLE III: CONFLICT OF INTEREST AND ATTORNEY/CLIENT PRIVILEGE.

3.1 Conflict of Interest: If the Law Firm represents or has ever represented an opposing party in a legal matter, whether within or outside of any of the scope of services mentioned by the retainer above, the Law Firm shall arrange for suitable alternative representation at the Law Firm's expense. The City will be responsible for any conflict-of-interest expenses incurred if a conflict of interest exists due to the City's relationship with potential parties to a prosecution case.

3.2 Attorney/Client Privilege: The Law Firm is authorized to utilize e-mail without encryption to transmit and receive confidential client information. While digital cordless and cellular telephones within a digital service area would be best to be used to transmit and receive confidential client information and may be used by the Law Firm to transmit and receive confidential client information. The City specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception.

ARTICLE IV. PROSECUTION SERVICES BILLING FORMAT, CYCLE, PAYMENT EXPECTATIONS, AND TERM OF CONTRACT.

4.1 Billing Format: The Law Firm will submit monthly statements for criminal prosecution legal services rendered for the prior month, including expenses incurred.

4.2 Payment Expectations: The City will pay the bill of the Law Firm routinely According to its internal payment procedures by forwarding a check to the Law Firm paying for both legal services and expenses shown on the Law Firm's monthly statement.

4.3 City Approval and Term of Contract:

- A.** The City Council authorizes the Law Firm to commence performing the services contemplated under this Agreement. The term of this Contract will be from _____ through _____.
- B.** During the term of the Agreement including renewal terms, either party may terminate the Agreement at any time. The Parties agree, when reasonably possible, to provide 60 calendar days written notice to the other party in recognition of the importance of providing for an organized transition.

ARTICLE V. MISCELLANEOUS.

5.1 Audit. Pursuant to Minn. Stat. 16C.05, Subd. 5, the Law Firm agrees that the books, records, documents, and accounting procedures and practices of the Law Firm or other party, that are relevant to the Agreement or transaction, are subject to examination by the City and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The Law Firm agrees to maintain these records for a period of six years from the date of termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement as of the date first written above.

THE CITY OF _____

By: _____ Dated: _____
Mayor

By: _____ Dated: _____
City Administrator

ECKBERG LAMMERS, P.C.

By: _____ Dated: _____

Joe Van Thomme, Eckberg Lammers, PC



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: September 9, 2025
SUBJECT: Ordinance 2025-13 Granting to Northern States Power Company, A Minnesota Corporation, Its Successors and Assigns, Permission to Construct, Operate, Repair, and Maintain IN the City of Faribault, Minnesota, an Electric Distribution System and Transmission Lines, Including Necessary Poles, Lines, Fixtures, and Appurtenances, for the Furnishing of Electric Energy to the City, Its Inhabitants, and Others, and to Use the Public Grounds and Public Ways of the City for Such Purposes (First Reading)

Background:

The franchise agreement allows Xcel Energy to operate an electrical distribution and transmission system within the City of Faribault. The franchise was last adopted in November 2024, for a period of 20 years. While this is expired, there is essentially a one-year period for the City to renew the franchise with Xcel. The existing franchise ordinance is located in Appendix A — Franchises, Article 2, of the Code of Ordinances.

Work to renew the franchise started in mid-2024, and came to a sticking point with Xcel Energy wanting to be exempted from the City's right-of-way permit requirements and bonding requirements related to working in the right-of-way. The City has held a firm position that no other utilities are exempted from these requirements, so this would not be separately granted to Xcel Energy for electrical work. The point of the permits and the bonding is not a revenue grab for the City but one that insures that we know what is happening in the right-of-way as we are typically called by residents to figure out what is happening. It also ensures that the right-of-way is properly restored after any work is completed. If this does not happen, we have a bond to fall back on to have the work completed. Xcel recommended that the City increase the electrical franchise fee to complete any lost revenue. The franchise fees are not set by this ordinance, and it is not recommended that we change the franchise fees charged to all customers in order to remove a permit requirement for Xcel.

At this time, the ordinance before you for a first reading is the version that the City's legal counsel has prepared and does not incorporate the recommended changes Xcel has provided. I am also including the marked-up version from Xcel for your reference.

Recommendation:

Approve the first reading on Ordinance 2025-13

Attachments:

1. Ordinance 2025-13 Xcel Electric Franchise
2. Draft Faribault NSP Electric Franchise.09.04.25.F&B edits to City edits(87347766.1)

ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. 2025-13.

CITY OF FARIBAULT, RICE COUNTY, MINNESOTA

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF FARIBAULT, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

THE CITY COUNCIL OF THE CITY OF FARIBAULT, RICE COUNTY, MINNESOTA, ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

- 1.1 **City.** The City of Faribault, County of Rice, State of Minnesota.
- 1.2 **City Utility System.** Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.
- 1.3 **Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all, or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.
- 1.4 **Company.** Northern States Power Company, a Minnesota corporation, its successors and assigns.
- 1.5 **Electric Facilities.** Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by Company for the purpose of providing electric energy for public use.
- 1.6 **Notice.** A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the General Counsel, 401 Nicollet Mall, 8th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City Administrator, City of Faribault, 208 NW 1st Avenue, Faribault, MN 55021. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.
- 1.7 **Public Ground.** Land owned by the City for park, open space or similar purpose, which is held for use in common by the public.

1.8 **Public Way.** Any street, alley, walkway or other public right-of-way within the City.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 Grant of Franchise. City hereby grants Company, for a period of 20 years from the date this Ordinance passed and approved by the City, the right to transmit and furnish electric energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to state law.

2.2 Effective Date; Written Acceptance. This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City, by Council resolution, may revoke this franchise agreement if Company does not file a written acceptance with the City within 90 days after publication.

2.3 Service and Rates. The service to be provided and the rates to be charged by Company for electric service in City are subject to the jurisdiction of the Commission. The area within the City in which Company may provide electric service is subject to the provisions of Minnesota Statutes, Section 216B.40.

2.4 Publication Expense. The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

2.5 Dispute Resolution. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used, or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

2.6 Continuation of Franchise. If the City and Company are unable to agree on the terms of a new franchise by the time this Franchise expires, this Franchise will remain in effect until a new franchise is agreed upon, or until 90 days after the City or Company serves written Notice to the other party of its intention to allow the franchise to expire, but in no event shall this franchise continue for more than one year after expiration of the 20-year term set forth in Section 2.1.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 Location of Facilities. Electric Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so

as not to disrupt normal operation of any City Utility System previously installed therein. Electric Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Electric Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground Electric Facilities in place, provided at the City's request, Company will remove abandoned metal or concrete encased conduit interfering with a City improvement project, but only to the extent such conduit is uncovered by excavation as part of the City improvement project.

3.2 Field Locations. Company shall provide field locations for its underground Electric Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Electric Facilities. In such event Company shall notify the City by telephone, email, or equivalent to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same, including paving and its foundation, in accordance with Minnesota Rules, part 7819.1100 and applicable City ordinances consistent with state law. Company shall restore Public Ground to as good a condition as formerly existed, and shall maintain any paved surface in good condition for one year thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4.

3.5 Avoid Damage to Electric Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities while performing any activity.

3.6 Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Electric Facilities.

3.7 Shared Use of Poles. Company shall make space available on its poles or towers for City fire, water utility, police or other City facilities upon terms and conditions acceptable to Company whenever such use will not interfere with the use of such poles or towers by Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost incurred by Company because of such use by City.

SECTION 4. RELOCATIONS.

4.1 Relocation of Electric Facilities in Public Ways. If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to relocate its Electric Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4.3, Company shall relocate its Electric Facilities at its own expense. The City shall give Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within five years of a prior relocation of the same Electric Facilities, which was made at Company expense, the City shall reimburse Company for non-betterment costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Electric Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary, at the sole determination of the City, for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

4.2 Relocation of Electric Facilities in Public Ground. City may require Company, at Company's expense, to relocate or remove its Electric Facilities from Public Ground upon a finding by City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

4.3 Projects with Federal Funding. City shall not order Company to remove or relocate its Electric Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. Relocation, removal or rearrangement of any Company Electric Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the rights herein granted to Company are valuable rights.

4.4 No Waiver. This franchise shall not be construed to waive or modify any rights obtained by Company for installations within a right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company may trim all trees and shrubs in the Public Grounds and Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that Company shall save the City harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner, of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This Franchise shall not constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. The City and the Company shall comply with Minnesota Rules 7819.3100 and 7819.3200 with respect to any request for vacation. Further, except where required for a City improvement project, the vacation of any Public Way, after the installation of Electric Facilities, shall not operate to deprive Company of its rights to operate and maintain such Electric Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall City be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

9.1 Fee Schedule. During the term of the franchise hereby granted, the City shall continue to require Company to pay a franchise fee as established in Ordinance 2005-20, as amended, which was most recently updated in Ordinance 2021-9, and included in the City Code in Appendix A, enacted in accordance with Minnesota Statutes, sections 216B.36 and 301B.01. The franchise fee shall be in addition to, not in lieu of any other fees, payments or amounts owed to the city including, but not limited to, right-of-way permit fees.

9.2 Separate Ordinance. Any modification to the franchise fee shall be imposed by a separate ordinance duly adopted by the City Council which ordinance shall not be adopted until at least 90 days after written notice enclosing such proposed ordinance has been served upon Company by certified mail. The updated fee shall not become effective until the beginning of a Company billing month at least 90 days after written notice enclosing such adopted ordinance has been served upon Company by certified mail. Section 2.5 shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance. The fee may be (i) a percentage of gross revenues received by the Company for its operations within the City, or (ii) a flat fee per customer based on metered service to retail customers within the City or on some other similar basis, or (iii) a fee based on units of energy delivered to any class of retail customers within the corporate limits of the City. The method of imposing the franchise fee, the percentage of revenue rate, or the flat rate based on metered service may differ for each customer class or combine the methods described in (i) – (iii) above in assessing the fee. The City shall seek to use a formula that provides a stable and predictable amount of fees, without placing the Company at a competitive disadvantage. If the Company claims that the City's required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company shall provide a formula that will produce a substantially similar fee amount to the City and reimburse the City's reasonable fees and costs in reviewing and implementing the formula. The City will attempt to accommodate the Company but is under no franchise obligation to adopt the Company-proposed franchise fee formula and each review will not delay the implementation of the City-imposed fee.

9.3 Terms Defined. For the purpose of this Section 9, the following definitions apply:

9.3.1 "Customer Class" shall refer to the classes listed on the Fee Schedule and as defined or determined in Company's electric tariffs on file with the Commission.

9.3.2 "Fee Schedule" refers to the schedule in Section 9.1 setting forth the various customer classes from which a franchise fee would be collected if a separate ordinance were implemented immediately after the effective date of this franchise agreement. The Fee Schedule in the separate ordinance may include new Customer Class added by Company to its electric tariffs after the effective date of this franchise agreement.

9.4 Collection of the Fee. The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for electric service in each class. The payment shall be

due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no charge shall require a collection from any customer for electric service in excess of the amounts specifically permitted in the then current franchise fee ordinance.. The time and manner of collecting the franchise fee is subject to the approval of the Commission. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for electric service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers.

9.5 Equivalent Fee Requirement. The separate ordinance imposing the fee shall not be effective against Company unless it lawfully imposes and the City monthly or more often collects a fee or tax of substantially similar amount on the receipts from sales of electric energy within the City by any other electric energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax.

9.6 Continuation of Franchise Fee. If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon notwithstanding the franchise expiration as provided in section 2.6 above.

SECTION 10. PROVISIONS OF ORDINANCE.

10.1 Severability. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2 Limitation on Applicability. This Ordinance constitutes a franchise agreement between the City and Company as the only parties, and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's

written consent thereto with the City Clerk within 90 days after the date of final passage by the City of the amendatory ordinance.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes Ordinance 2004-22

Passed and approved: _____, 20__.

Mayor

Attest:

City Administrator

Date Published:_____

ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. _____.

CITY OF FARIBAULT, RICE COUNTY, MINNESOTA

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF FARIBAULT, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

THE CITY COUNCIL OF THE CITY OF FARIBAULT, RICE COUNTY, MINNESOTA, ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

1.1 **City.** The City of Faribault, County of Rice, State of Minnesota.

1.2 **City Utility System.** Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.

1.3 **Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all, or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.

1.4 **Company.** Northern States Power Company, a Minnesota corporation, its successors and assigns.

1.5 **Electric Facilities.** Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by Company for the purpose of providing electric energy for public use.

1.6 **Notice.** A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the General Counsel, 401 Nicollet Mall, 8th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City Administrator, City of Faribault, 208 NW 1st Avenue, Faribault, MN 55021. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

1.7 **Public Ground.** Land owned by the City for park, open space or similar purpose, which is held for use in common by the public.

1.8 **Public Way.** Any street, alley, walkway or other public right-of-way within the City.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 **Grant of Franchise.** City hereby grants Company, for a period of 20 years from the date this Ordinance passed and approved by the City, the right to transmit and furnish electric energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to state law.

2.2 **Effective Date; Written Acceptance.** This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City, by Council resolution, may revoke this franchise agreement if Company does not file a written acceptance with the City within 90 days after publication.

2.3 **Service and Rates.** The service to be provided and the rates to be charged by Company for electric service in City are subject to the jurisdiction of the Commission. The area within the City in which Company may provide electric service is subject to the provisions of Minnesota Statutes, Section 216B.40.

2.4 **Publication Expense.** The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

2.5 **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used, or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

2.6 **Continuation of Franchise.** If the City and Company are unable to agree on the terms of a new franchise by the time this Franchise expires, this Franchise will remain in effect until a new franchise is agreed upon, or until 90 days after the City or Company serves written Notice to the other party of its intention to allow the franchise to expire, but in no event shall this franchise continue for more than one year after expiration of the 20-year term set forth in Section 2.1.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 **Location of Facilities.** Electric Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System previously installed therein. Electric

Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Electric Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground Electric Facilities in place, provided at the City's request, Company will remove abandoned metal or concrete encased conduit interfering with a City improvement project, but only to the extent such conduit is uncovered by excavation as part of the City improvement project.

3.2 Field Locations. Company shall provide field locations for its underground Electric Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee ~~subject to Section 9.1 of this Ordinance~~. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Electric Facilities. In such event Company shall notify the City by telephone, email, or equivalent to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same, including paving and its foundation, in accordance with Minnesota Rules, part 7819.1100 and applicable City ordinances consistent with state law. Company shall restore Public Ground to as good a condition as formerly existed, and shall maintain any paved surface in good condition for one year thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. ~~This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way.~~ but the City hereby waives any requirement for Company to post a construction performance bond, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way.

3.5 Avoid Damage to Electric Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities while performing any activity.

3.6 Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Electric

Commented [KAA1]: Re-inserted.

Commented [JS2R1]: Re-deleted. The City does not provide this to other utility providers and Xcel will not receive special treatment.

Commented [JS3R1]: Note to City: Company senior leadership will not agree to pay permit fees in addition to franchise fees, but are willing to discuss increasing franchise fees to cover permit fees.

Commented [KAA4]: Re-inserted.

Commented [JS5R4]: Re-deleted. The City does not provide this to other utility providers and Xcel will not receive special treatment.

Commented [JS6R4]: Note to City: The Company is unable to accommodate the request to remove this language. They are willing to remove "certificate of insurance" as shown, and will provide the same if required.

Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Electric Facilities.

3.7 Shared Use of Poles. Company shall make space available on its poles or towers for City fire, water utility, police or other City facilities upon terms and conditions acceptable to Company whenever such use will not interfere with the use of such poles or towers by Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost incurred by Company because of such use by City.

SECTION 4. RELOCATIONS.

4.1 Relocation of Electric Facilities in Public Ways. ~~Company and City shall comply with the provisions of Minnesota Rules 7819.3100 with respect to requests for the Company to relocate Electric Facilities located in Public Ways.~~ If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to relocate its Electric Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4.3, Company shall relocate its Electric Facilities at its own expense. The City shall give Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within five years of a prior relocation of the same Electric Facilities, which was made at Company expense, the City shall reimburse Company for non-betterment costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Electric Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary, at the sole determination of the City, for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

4.2 Relocation of Electric Facilities in Public Ground. City may require Company, at Company's expense, to relocate or remove its Electric Facilities from Public Ground upon a finding by City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

4.3 Projects with Federal Funding. City shall not order Company to remove or relocate its Electric Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. Relocation,

Commented [KAA7]: Re-inserted. This language aligns with MN rules plus provides a check on the City from requesting unnecessary and/or excessive relocations in the same area.

Commented [JS8R7]: Understood, I have made one addition that seeks to eliminate future disputes by making clear that city is the entity that determines whether it is reasonably necessary. Then it is acceptable.

Commented [JS9R7]: Note to City: The Company is unable to agree to adding your requested language in the last sentence of Section 4.1. Nothing in the ROW Rules or in the MPUC's companion SONAR document that explains the Rules states that such a determination should be on the part of the City.

removal or rearrangement of any Company Electric Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the rights herein granted to Company are valuable rights.

4.4 No Waiver. This franchise shall not be construed to waive or modify any rights obtained by Company for installations within a right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company may trim all trees and shrubs in the Public Grounds and Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that Company shall save the City harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner, of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This Franchise shall not constitute a waiver by the City of any of its defenses or immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. The City and the Company shall comply with Minnesota Rules 7819.3100 and 7819.3200 with respect to any request for vacation. Further, except where required for a City improvement project, the vacation of any Public Way, after the installation of Electric Facilities, shall not operate to deprive Company of its rights to operate and maintain such Electric Facilities, until the reasonable cost of

relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall City be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

9.1 Fee Schedule. During the term of the franchise hereby granted, ~~the City shall continue to require Company to pay a franchise fee as established in Ordinance 2005-20 as amended and included in the City Code in Appendix A, enacted in accordance with Minnesota Statutes, sections 216B.36 and 301B.01. The franchise fee shall be -in addition to, not in lieu of, any other fees, payments or amounts owed to the city including, but not limited to, right-of-way permit fees, and in lieu of any permit or other fees being imposed on Company, the City may impose on Company a franchise fee by collecting the amounts indicated in a Fee Schedule set forth in a separate ordinance from each customer in the designated Company Customer Class. The parties have agreed that the franchise fee collected by the Company and paid to the City in accordance with this Section 9 shall not exceed the following amounts:~~

<u>Class</u>	<u>Fee Per Premise Per Month</u>
<u>Residential</u>	<u>\$ 0.00</u>
<u>Small C & I - Non-Demand</u>	<u>\$ 0.00</u>
<u>Small C & I - Demand</u>	<u>\$ 0.00</u>
<u>Large C & I</u>	<u>\$ 0.00</u>
<u>Public Street Lighting</u>	<u>\$ 0.00</u>
<u>Municipal Pumping - Non-Demand</u>	<u>\$ 0.00</u>
<u>Municipal Pumping - Demand</u>	<u>\$ 0.00</u>

9.2 Separate Ordinance. ~~Any modification to the franchise fee shall be imposed by a separate ordinance duly adopted by the City Council. The franchise fee shall be imposed by a separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least 3920 days after written notice enclosing such proposed ordinance has been served upon Company by certified mail. The updated fee shall not become effective until the beginning of a Company billing month at least 3920 days after written notice enclosing such adopted ordinance has been served upon Company by certified mail. Section 2.5 shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance. No action by the City to implement a separate ordinance will commence until this Ordinance is effective. A separate ordinance which imposes a lesser franchise fee on the residential class of customers than the maximum amount set forth in Section 9.1 above shall not be effective against Company unless the fee imposed on each other customer classification is reduced proportionately in the same or greater amount per class as the reduction represented by the lesser fee on the residential class. The fee may be (i) a percentage of gross revenues received by the Company for its operations within the City, or (ii) a flat fee per customer based on metered service to retail customers within the City or on some other similar basis, or (iii) a fee based on units of energy delivered to any class of retail customers within the corporate limits of the City. The method of imposing the franchise fee, the percentage of revenue rate, or the flat rate based on metered service may differ for each customer class or combine the methods described in (i) - (iii) above in assessing the fee. The City shall seek to use a formula that provides a stable and predictable amount of fees, without placing the Company at a competitive disadvantage. If the Company claims that the City's required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company shall provide a formula that will produce a substantially similar fee amount to the City and reimburse the City's reasonable fees and costs in reviewing and~~

Commented [JS10]: This is one of the sticking points, however this language is included in the separate fee ordinance and applies to all utility suppliers in the city.

Commented [JS11R10]: Note to City: As previously mentioned, the Company will not agree to pay permit fees in addition to franchise fees, but is willing to discuss increasing the franchise fees to accommodate permit fee amounts.

~~implementing the formula. The City will attempt to accommodate the Company but is under no franchise obligation to adopt the Company proposed franchise fee formula and each review will not delay the implementation of the City imposed fee. The franchise fee will remain a flat fee per customer based on meter service to retail customers within the City which fee structure will be agreed to by both parties prior to implementation. The fee may be (1) a percentage of gross revenues received by the Company for its operations within the City, or (2) a flat fee, or (3) on some other similar basis as agreed to by the parties. The method of imposing the franchise fee, the percentage of revenue rate, or the flat fee may differ for each customer class or combine the methods described in (1) – (3) above in assessing the fee. The City shall use a formula that provides a stable and predictable amount of fees and complies with Commission rules and orders and Company tariffs, and that Company is reasonably able to implement under its then-current billing system.~~

Commented [KAA12]: Xcel cannot accept this language.

Commented [JS13R12]: This is the language from the standard league model policy.

Commented [JS14R12]: Note to City: The Company is willing to include a modified version of your language, as shown.

Commented [JS15]: The city will maintain the right to implement the fee it desires as part of the separate ordinance and therefore this is rejected.

Commented [JS16R15]: Note to City: See suggested language.

9.3 **Terms Defined.** For the purpose of this Section 9, the following definitions apply:

9.3.1 “Customer Class” shall refer to the classes listed on the Fee Schedule and as defined or determined in Company’s electric tariffs on file with the Commission.

~~9.3.2 “Fee Schedule” refers to the schedule in Section 9.1 setting forth the various customer classes from which a franchise fee would be collected if a separate ordinance were implemented immediately after the effective date of this franchise agreement. The Fee Schedule in the separate ordinance may include new Customer Class added by Company to its electric tariffs after the effective date of this franchise agreement.~~

9.4 **Collection of the Fee.** The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for electric service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no charge shall require a collection from any customer for electric service in excess of the amounts specifically permitted in the then current franchise fee ordinance.. The time and manner of collecting the franchise fee is subject to the approval of the Commission. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company’s applicable rates for electric service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers.

9.5 **Equivalent Fee Requirement.** The separate ordinance imposing the fee shall not be effective against Company unless it lawfully imposes and the City monthly or more often collects a fee or tax of ~~a substantially similarthe same or greater equivalent~~ amount on the receipts from sales of ~~electric~~ energy within the City by any other ~~electric~~ energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. ~~The “same or greater equivalent~~

Commented [KAA17]: Reject changes in this section.

Commented [JS18R17]: Note to City: See edits to 9.5. Franchises fees must be applicable to all electric and gas providers for competitive reasons.

amount' shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. If the Company specifically consents in writing to a franchise or separate ordinance collecting or failing to collect a fee from another energy supplier in contravention of this Section 9.5, the foregoing conditions will be waived to the extent of such written consent.

~~9.6 — Continuation of Franchise Fee. If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon notwithstanding the franchise expiration as provided in section 2.6 above.~~

9.6 Continuation of Franchise Fee. If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon, but in no event shall the franchise fee continue past the term set forth un Section 2.6 above.

Commented [JS19]: If the company can collect fees for service, it can collect franchise fees. Reject this rejection.

Commented [JS20R19]: Note to City: The Company is willing to re-insert 9.6 so long as the franchise fee term aligns with the franchise term in 2.6.

SECTION 10. PROVISIONS OF ORDINANCE.

10.1 Severability. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2 Limitation on Applicability. This Ordinance constitutes a franchise agreement between the City and Company as the only parties, and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 90 days after the date of final passage by the City of the amendatory ordinance.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes Ordinance 2004-22.

Passed and approved: _____, 20__.

Mayor

Attest:

City Clerk

Date Published: _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: September 9, 2025
SUBJECT: Ordinance 2025-14 Granting to Northern States Power Company, A Minnesota Corporation, Its Successors and Assigns, Permission to Erect a Gas Distribution System for the Purposes of Constructing, Operating, Repairing and Maintaining in the City of Faribault, Minnesota, the Necessary Gas Pipes, Mains and Appurtenances for the Transmission or Distribution of Gas to the City and Its Inhabitants and Others and Transmitting Gas Into and Through the City and To Use the Public Grounds and Public Ways of the City For Such Purposes (First Reading)

Background:

The City of Faribault has granted a franchise to Xcel Energy for operating a natural gas distribution and transmission system in the City. This franchise was last approved on November 9, 2004, for a period of 20 years. The City has until September 30th to renew this franchise. The ordinance extends this for another 20-year period.

Over the last year, the progress with Xcel on renewals focused solely on the electric franchise and the ordinance presented tonight has the same terms as those proposed by the City for the electric franchise renewal. Xcel has not had a chance to provide comment on this ordinance specifically, but we believe they will present the same objections as those in the electric franchise, which includes having to pay right-of-way permit fees and provide bond coverage for work done in the right-of-way for the gas system. These are not negotiable items for the City as noted with the electric franchise ordinance. Xcel has been provided with the ordinance that is on the agenda for the first reading.

Recommendation:

Approve the first reading of Ordinance 2025-14.

Attachments:

1. Ordinance 2025-14 Xcel Gas Franchise Faribault

GAS FRANCHISE ORDINANCE

ORDINANCE NO. 2025-14.

CITY OF FARIBAULT, RICE COUNTY, MINNESOTA

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO ERECT A GAS DISTRIBUTION SYSTEM FOR THE PURPOSES OF CONSTRUCTING, OPERATING, REPAIRING AND MAINTAINING IN THE CITY OF FARIBAULT, MINNESOTA, THE NECESSARY GAS PIPES, MAINS AND APPURTENANCES FOR THE TRANSMISSION OR DISTRIBUTION OF GAS TO THE CITY AND ITS INHABITANTS AND OTHERS AND TRANSMITTING GAS INTO AND THROUGH THE CITY AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

THE CITY COUNCIL OF THE CITY OF FARIBAULT, RICE COUNTY, MINNESOTA, ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

- 1.1 **City.** The City of Faribault, County of Rice, State of Minnesota.
- 1.2 **City Utility System.** Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.
- 1.3 **Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all, or part of the authority to regulate Gas retail rates now vested in the Minnesota Public Utilities Commission.
- 1.4 **Company.** Northern States Power Company, a Minnesota corporation, its successors and assigns.
- 1.5 **Gas.** "Gas" as used herein shall be held to include natural gas, manufactured gas, or other form of gaseous energy.
- 1.6 **Gas Facilities.** Pipes, mains, regulators, and other facilities owned or operated by Company for the purpose of providing gas service for public use.
- 1.7 **Notice.** A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the General Counsel, 401 Nicollet Mall, 8th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City Administrator, City of Faribault, 208 NW 1st Avenue, Faribault, MN 55021. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

1.8 **Public Ground.** Land owned by the City for park, open space or similar purpose, which is held for use in common by the public.

1.9 **Public Way.** Any street, alley, walkway or other public right-of-way within the City.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 **Grant of Franchise.** City hereby grants Company, for a period of 20 years from the date this Ordinance passed and approved by the City, the right to transmit and furnish gas energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to state law.

2.2 **Effective Date; Written Acceptance.** This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City by Council resolution may revoke this franchise agreement if Company does not file a written acceptance with the City within 90 days after publication.

2.3 **Service and Rates.** The service to be provided and the rates to be charged by Company for Gas service in City are subject to the jurisdiction of the Commission.

2.4 **Publication Expense.** The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

2.5 **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

2.6 **Continuation of Franchise.** If the City and Company are unable to agree on the terms of a new franchise by the time this Franchise expires, this Franchise will remain in effect until a new franchise is agreed upon, or until 90 days after the City or Company serves written Notice to the other party of its intention to allow the franchise to expire, but in no event shall this franchise continue for more than one year after expiration of the 20-year term set forth in Section 2.1.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 Location of Facilities. Gas Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System previously installed therein. Gas Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Gas Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground gas facilities in place, provided, at City's request, Company will remove abandoned metal pipe interfering with a City improvement project, but only to the extent such metal pipe is uncovered by excavation as part of the City's improvement project.

3.2 Field Locations. Company shall provide field locations for its underground Gas Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Gas Facilities. In such event Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same, including paving and its foundation, in accordance with Minnesota Rules, part 7819.1100 and applicable City ordinances consistent with law. Company shall restore Public Ground to as good a condition as formerly existed, and shall maintain any paved surface in good condition for one year thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4.

3.5 Avoid Damage to Gas Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Gas Facilities while performing any activity.

3.6 Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and

(v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Gas Facilities.

SECTION 4. RELOCATIONS.

4.1 Relocation of Gas Facilities in Public Ways. Company and City shall comply with the provisions of Minnesota Rules 7819.3100 with respect to requests for the Company to relocate Electric Facilities located in Public Ways.

4.2 Relocation of Gas Facilities in Public Ground. If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to relocate its Gas Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4.3, Company shall relocate its Gas Facilities at its own expense. The City shall give Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within five years of a prior relocation of the same Gas Facilities, which was made at Company expense, the City shall reimburse Company for non-betterment costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Gas Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary, at the sole determination of the City, for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

4.3 Projects with Federal Funding. City shall not order Company to remove or relocate its Gas Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. Relocation, removal or rearrangement of any Company Gas Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the rights herein granted to Company are valuable rights.

4.4 No Waiver. This franchise shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company is also granted the permission and authority to trim all shrubs and trees, including roots, in the Public Ways of City to the extent Company finds necessary to avoid interference with the proper

construction, operation, repair and maintenance of Gas Facilities, provided that Company shall save City harmless from any liability in the premises.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Gas Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Company, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This Franchise shall not constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. The City and the Company shall comply with Minnesota Rules 7819.3100 and 7819.3200 with respect to any request for vacation. . Further, except where required for a City improvement project, the vacation of any Public Way, after the installation of Gas Facilities, shall not operate to deprive Company of its rights to operate and maintain such Gas Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall City be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

9.1 Fee Schedule. During the term of the franchise hereby granted, the City shall continue to require Company to pay a franchise fee as established in Ordinance 2005-20, as it may be amended from time to time, including at the time of adoption of this franchise, in Ordinance 2021-9, and included in the City Code in Appendix A, enacted in accordance with Minnesota Statutes, sections

216B.36 and 301B.01. The franchise fee shall be in addition to, not in lieu of, any other fees, payments or amounts owed to the city including right-of-way permit fees.

9.2 Separate Ordinance.

Any modification to the franchise fee shall be imposed by a separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least 90 days after written notice enclosing such proposed ordinance has been served upon Company by certified mail. The updated fee shall not become effective until the beginning of a Company billing month at least 90 days after written notice enclosing such adopted ordinance has been served upon Company by certified mail. Section 2.5 shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance. The fee may be (i) a percentage of gross revenues received by the Company for its operations within the City, or (ii) a flat fee per customer based on metered service to retail customers within the City or on some other similar basis, or (iii) a fee based on units of energy delivered to any class of retail customers within the corporate limits of the City. The method of imposing the franchise fee, the percentage of revenue rate, or the flat rate based on metered service may differ for each customer class or combine the methods described in (i) – (iii) above in assessing the fee. The City shall seek to use a formula that provides a stable and predictable amount of fees, without placing the Company at a competitive disadvantage. If the Company claims that the City's required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company shall provide a formula that will produce a substantially similar fee amount to the City and reimburse the City's reasonable fees and costs in reviewing and implementing the formula. The City will attempt to accommodate the Company but is under no franchise obligation to adopt the Company-proposed franchise fee formula and each review will not delay the implementation of the City-imposed fee.

9.3 Collection of the Fee. The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for gas service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually. The time and manner of collecting the franchise fee is subject to the approval of the Commission. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for gas service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers.

9.4 Terms Defined.

9.4.1 "Customer Class" shall refer to classes listed in the Fee Schedule and as defined or determined in Company's gas rate book on file with the Commission.

9.4.2 “Fee Schedule” refers to the Schedule in Section 9.1 setting forth the various customer classes from which a franchise fee would be collected if a separate ordinance were implemented immediately after the effective date of this franchise agreement. The Fee Schedule in the separate ordinance may include new Customer Classes added by the Company to its gas tariffs after the effective date of this franchise agreement.

9.4.3 Therm shall be a unit of gas providing 100,000 Btu of heat content adjusted for billing purposes under the rate schedules of Company on file with the Commission.

9.5 Equivalent Fee Requirement. The separate ordinance imposing the fee shall not be effective against Company unless it lawfully imposes and the City monthly or more often collects a fee or tax of substantially similar amount on the receipts from sales of gas energy within the City by any other gas energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax.

9.6 Continuation of Franchise Fee. If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon notwithstanding the franchise expiration as provided in section 2.6 above.

SECTION 10. PROVISIONS OF ORDINANCE.

10.1 Severability. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2 Limitation on Applicability. This Ordinance constitutes a franchise agreement between the City and Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 90 days after the date of final passage by the City of the amendatory ordinance.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes Ordinance 2004-21.

Passed and approved: _____, 20__.

Mayor

Attest:

City Clerk

Date Published:_____