



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

**TUESDAY, DECEMBER 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 November 25, 2025 City Council Meeting, the November 25, 2025 Special City Council Meeting-Closed Session, the December 2, 2025 Special City Council Meeting, and the December 2, 2025 Special City Council Meeting - Closed Session**
 - A. Approve the minutes of the November 25, 2025 City Council Meeting, the November 25, 2025 Special City Council Meeting-Closed Session, the December 2, 2025 Special City Council Meeting, and the December 2, 2025 Special City Council Meeting - Closed Session
- 5. Requests to be Heard**
- 6. Consent Agenda**
 - A. Approve Claims List
 - B. Approve Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License
 - C. Resolution 2025-296 Approve Leasehold Mortgage and Private Hangar Land Lease Agreement for Lot #1209 at Airport
 - D. Resolution 2025-330 Adopt Revised City Council Rules and Procedures
 - E. Resolution 2025-341 Approve Hiring Police Officer
 - F. Resolution 2025-342 Amend the 2025 Adopted Budget for the General Fund
 - G. Resolution 2025-347 Approve Public Purchase Expenditure and Purchasing Policy
 - H. Resolution 2025-349 Approve Grant Agreement with Community Action Center of Northfield for Housing TIF Funds for Ridgeview Heights
 - I. Resolution 2025-352 Accept Donation to the Fire Department
- 7. Public Hearings**
 - A. 2026 Property Tax Levy and Budget
 1. Resolution 2025-331 Adopt the 2026 Property Tax Levy
 2. Resolution 2025-332 Adopt the 2026 Budget and Fund Appropriations
 3. Resolution 2025-333 Adopt the 2026 Housing and Redevelopment Authority Tax Levy
 4. Resolution 2025-334 Adopt the 2026 Economic Development Authority Tax Levy
 5. Resolution 2025-335 Adopt the 2026 Fee Schedule

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6. Resolution 2025-336 Approve the 2026-2030 Capital Improvement Plan
7. Resolution 2025-337 Approve the 2026 Franchise Fee Distribution

8. Items for Discussion

- A. Whitetail Haven/415 Brand Ave - Preliminary Plat; Final Plat; Development Agreement
 1. Resolution 2025-340 Approve the Preliminary and Final Plats for Whitetail Haven
 2. Resolution 2025-343 Authorize Execution of Whitetail Haven Development Agreement
- B. Resolution 2025-344 Approve Conditional Use Permit Amendment for a K-12 Charter School at 128 8th Avenue NW
- C. Ordinance 2025-17 Approve a Zoning Text Amendment to P/I Public Institutional Zoning Requirements
- D. Resolution 2025-345 Approve Axon Services Agreement Extension
- E. Resolution 2025-348 Professional Service Contract for Police-Related Towing, Impounding, and Vehicle Storage
- F. Resolution 2025-346 Approve Airport Management and Operating and Airport Maintenance Agreement Extension with Quality Aviation Inc.
- G. Resolution 2025-350 Approve Managerial Services Agreement with the Housing and Redevelopment Authority
- H. Resolution 2025-351 Approve Managerial Services Agreement with the Economic Development Authority
- I. Mighty Fine Coffee Addition/123 14th St NW - Developer's Agreement, Encroachment Agreement
 1. Resolution 2025-353 Authorize Execution of Mighty Fine Coffee Addition Development Agreement
 2. Resolution 2025-354 Authorize Execution of an Encroachment Agreement Related to Mighty Fine Coffee

9. Bids

- A. Resolution 2025-339 Accept Bid for Well Sealing Project

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.

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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, NOVEMBER 25,
2025**

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

The meeting of the City Council was called to order by Mayor Thomas Spooner at 6:00 pm. Councilors in attendance included Mandy Barnes, Adama Doumbouya, John Rowan, Peter van Sluis, Chuck Thiele. Also in attendance were City Administrator Jessica Kinser, Human Resources Director Kevin Bushard, Public Works Director Travis Block, Fire and Code Services Director Dustin Dienst, Community and Economic Development Director David Wanberg, City Planning Manager Harry Davis, Police Chief John Sherwin and City Attorney Scott Riggs.

Approve Agenda

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

Presentations/Introductions – None

Approve minutes of the November 12, 2025 City Council Meeting and the November 18, 2025 Special Joint City Council Meeting with Rice County Commissioners

Motion by Doumbouya, seconded by Barnes to approve the Minutes of the November 12, 2025 City Council Meeting and the November 18, 2025 Special Joint City Council Meeting with Rice County Commissioners and carried unanimously.

Requests to be Heard - None

Consent Agenda

- A. Claims List
- B. Resolution 2025-304 Amend the 2025 Adopted Budget for 225 Airport Fund
- C. Resolution 2025-303 Approve Quotes for Door Access Panels for City Hall and Fire Department
- D. Approve Petition and Waiver for Water Service Repair at 522 1st St. NW
- E. Resolution 2025-308 Approve 2026 Tobacco Licenses
- F. Resolution 2025-309 Approve 2026 Off-Sale Liquor Licenses
- G. Resolution 2025-310 Approve 2026 Club/Sunday Liquor Licenses
- H. Resolution 2025-311 Approve 2026 Low Volume/Sunday Liquor License Renewal
- I. Resolution 2025-312 Approve 2026 Off-Sale Malt Liquor Licenses
- J. Resolution 2025-313 Approve 2026 Restaurant On-Sale/Sunday Liquor Licenses

- K. Resolution 2025-314 Approve 2026 On-Sale Theater Wine and Malt Liquor License
- L. Resolution 2025-315 Approve 2026 On-Sale Wine and 3.2% Malt Liquor Licenses
- M. Resolution 2025-316 Approve 2026 Liquor License for 10,000 Drops Craft Distillers LLC
- N. Resolution 2025-317 Approve 2026 Convention Center On-Sale and Sunday Liquor Licenses
- O. Resolution 2025-318 Approve Pawnbrokers License Renewal for Pawn Minnesota
- P. Approve Fireworks Display Permit for Winterfest
- Q. Resolution 2025-320 Approve an Address Change from 1300 Lyndale Avenue North to 1180 Amber Court for Van Der Veen
- R. Resolution 2025-321 Approve an Address Change for the Eastman Building for Faribo Downtown Central LLC
- S. Resolution 2025-324 Accept 2026 Seasonal Bids for Miscellaneous Materials and Services
- T. Resolution 2025-322 Authorize Payment as Recommended by the Charitable Gambling Board to Midwest Community Development
- U. Resolution 2025-323 Authorize Payment as Recommended by the Charitable Gambling Board to Infants Remembered in Silence, Inc.
- V. Approve Private Hangar Land Lease
- W. 3rd Quarter Financial Report (2025)
- X. Resolution 2025-325 Temporarily Adjust a Full-Time Firefighter from the 40-Hour Schedule to the 56-Hour Schedule
- Y. Resolution 2025-326 Rescind and Replace Resolution 2025-258 Approve Creation of an Ad Hoc Committee for Board and Commission Application Review, Interviews and Recommendation to City Council for Appointment
- Z. Resolution 2025-327 Authorize Minnesota Department of Transportation Agreements No. 1061603 and No. 1061646 for Airport Pavement Project
- AA. Resolution 2025-328 Suspension of Off-Sale Liquor License for Indigo Dreams LLC

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

Public Hearings – None

Items for Discussion

Jasy First Addition/801 4th St NW - Final Plat; Developer's Agreement

City Planning Manager Harry Davis explained that Nate Snyder with County E, LLC on behalf of Lampert Yards, Inc (Property Owner) requested a final plat at 801 4th St NW. The property is zoned C-2, Highway Commercial. The proposal would combine two lots across two different plats into one lot. The lot combination will allow for reuse of the old Lampert's building and outdoor storage yard. The proposed final plat is consistent with the planning and zoning aspects of the City's Unified Development Ordinance. Davis stated that City staff do not recommend taking parkland dedication or fees in-lieu as the land is currently developed and will not increase in intensity with a future use. The DRC

recommended approval of this project at its November 4, 2025, meeting.

During the Planning Commission public hearing on November 17, 2025, the Planning Commission unanimously recommended approval of the project to City Council. No one from the public spoke during the public hearing and staff received no comments prior to the meeting.

The developer's platting agreement is a standard agreement for platting new property within city limits. The agreement is needed to support the new lot and future redevelopment. The encroachment agreement is for the existing Lampert's sign located along 4th St NW. The developer would like to reuse the sign, but the existing sign is within the easements to be platted with the final plat.

Motion by Ross, seconded by van Sluis to approve Resolution 2025-306 Approve the Final Plat for Jasy First Addition and carried unanimously.

Motion by van Sluis, seconded by Thiele to approve Resolution 2025-307 Authorize Execution of Jasy First Addition Development Agreement and carried unanimously.

Motion by Rowan, seconded by Barnes to approve Resolution 2025-319 Authorize Execution of an Encroachment Agreement between the City and County E LLC and carried unanimously.

Ordinance 2025-16 Approve the Rezoning of Property between 6th St NW, 7th St NW, and 2nd Ave NW from R-3, Medium Density Residential to R-4, High Density Residential (Second Reading) and Approve Ordinance 2025-16 Summary Publication

City Planning Manager Harry Davis stated that at the previous City Council meeting on November 12, 2025, City Council approved the first reading of Ordinance 2025-16. Staff did not make any substantial changes to the Ordinance.

Motion by Ross, seconded by Doumbouya to approve Ordinance 2025-16 Approve the Rezoning of Property between 6th St NW, 7th St NW, and 2nd Ave NW from R-3, Medium Density Residential to R-4, High Density Residential (Second Reading)

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

Nay:

Motion carried 7:0

Motion by Doumbouya, seconded by van Sluis to approve Ordinance 2025-16 Summary Publication and carried unanimously.

Bids - None

Boards and Commissions Reports, Announcements and Project Updates

Councilor Barnes stated that The Sound of Music will be at the Paradise Theater

December 5th-11th and the Community Thanksgiving is on Thursday at the Eagles. Councilor Rowan stated that Winterfest is December 4th-6th.

Adjournment

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

The meeting was adjourned at 6:08 pm.

Respectfully Submitted,

Heather Slechta
City Clerk



SPECIAL CITY COUNCIL MINUTES

PUBLIC MEETING ROOM

TUESDAY, NOVEMBER 25, 2025

The Special meeting of the City Council was called to order by Mayor Thomas Spooner at 6:13 pm. Councilors in attendance included Mandy Barnes, Adama Doumbouya, Royal Ross, 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 6:13 pm.

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

The meeting was opened at 6:32 pm.

Adjournment

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

The meeting adjourned at 6:32 pm.

Respectfully Submitted,

Jessica L. Kinser
City Administrator



CITY COUNCIL MINUTES

COUNCIL CHAMBERS

TUESDAY, DECEMBER 2,
2025

6:00 PM

Call to Order/Roll Call

The Special meeting of the City Council was called to order by Mayor Thomas Spooner at 6:00 pm. Councilors in attendance included Mandy Barnes, John Rowan, Peter van Sluis, Chuck Thiele. Councilor Adama Doumbouya was absent. Also in attendance were City Administrator Jessica Kinser, City Clerk Heather Slechta, Police Chief John Sherwin, Library Services Director Delane James, Communications Manager Brad Phenow, Human Resources Director Kevin Bushard and City Attorney Scott Riggs.

Items for Discussion

Hearing on the Removal of Travis Kath from the Housing and Redevelopment Board

City Administrator Jessica Kinser explained that she received a complaint regarding Travis Kath's behavior at recent and past HRA board meetings. To substantiate the complaints, she interviewed Dave Wanberg, Community and Economic Development Director, Tom Furman, HRA Executive Director, and Allyson Brunette, a consultant hired by the HRA for strategic planning. Based on these interviews, she substantiated the following from the initial complaint:

- At an HRA strategic planning work session held on Saturday, November 15th:
- Mr. Kath frequently brought up matters not pertinent to the HRA and strategic planning in the public session which were not items related to the agenda;
- Mr. Kath referenced needing to smoke marijuana to be present at the meeting;
- Mr. Kath left the session before it was complete in what was interpreted as dissatisfaction with the consultant and another HRA Board member.

Mr. Kath was previously counseled by City staff on his behavior at HRA Board meetings following an outburst in a public meeting in May 2024 where Mr. Kath slammed his head on the table and left the meeting while still in progress. Mr. Kath decided not to resign at that time.

Kinser explained that the bylaws of the City of Faribault Housing and Redevelopment Authority state that "an HRA Board member may be removed by the Mayor and the City Council for inefficiency, neglect of duty, or misconduct in office in accordance with Minnesota Statutes, Section 469.010, as amended."

Minnesota Statutes, Section 469.010, which governs the removal of Housing and Redevelopment Authorities, states the following:

"For inefficiency or neglect of duty, or misconduct in office, a commissioner may be removed by the governing body of the municipality. The commissioner must be given a copy of the charges at least ten days prior to a hearing at which the commissioner has an opportunity to be heard in person or by counsel. When charges in writing have been preferred against a commissioner, pending final action thereon the governing body may temporarily suspend the commissioner. If it is found that those charges have not been substantiated, the commissioner shall immediately be reinstated in office. When any commissioner is removed, a record of the proceedings, together with the charges and findings thereon, shall be filed in the office of the clerk."

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Kinser provided a definition of “inefficiency” as failure to make the best use of time and resources, stating that Kath’s comments not related to HRA items and then leaving the session abruptly led to the HRA not completing their strategic planning process, which is resulting in additional costs and/or staff time to bring the process to completion. Kinser also defined “neglect of duty” as failure to perform a duty or responsibility required of the position. Identified ways in which Mr. Kath has neglected his duty as a member of the HRA board include not adhering to rules of decorum for a public meeting, making disruptive comments, failure to adhere to group rules agreed upon to stay on track, willingness to leave a planning session because of disagreement or dislike of rules, and impeding the progress of remaining board members.

Motion by Thiele, seconded by van Sluis to approve Resolution 2025-329 Approve Removal of Travis Kath as a Member of the Housing and Redevelopment Authority Board. The motion carried unanimously.

Adjournment

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

The meeting was adjourned at 6:08 pm.

Respectfully Submitted,

Heather Slechta
City Clerk



SPECIAL CITY COUNCIL MINUTES

PUBLIC MEETING ROOM

TUESDAY, DECEMBER 2, 2025

The Special meeting of the City Council was called to order by Mayor Thomas Spooner at 6:45 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, Public Works Director Travis Block, Streets Superintendent Kyle Kobe, Police Chief John Sherwin and City Attorney Scott Riggs.

Mayor Spooner requested a motion to go into closed session Pursuant to Minnesota Statutes, Section 13D.05, subdivision 2(b), to conduct a closed meeting (the meeting must be open at the request of the individual who is the subject of the meeting) for preliminary consideration of allegations or charges against an individual subject to the City Council's authority, and subdivision 3(a), to conduct a closed meeting (the meeting must be open at the request of the individual who is the subject of the meeting) to evaluate the performance of an individual subject to the City Council's authority, Mr. Jeremy Hauschen.

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 evaluate the performance of an individual subject to the City Council's authority, Mr. Jeremy Hauschen

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

The meeting was closed at 6:47 pm.

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

The meeting was opened at 6:54 pm.

Motion by Barnes, seconded by Rowan to approve Resolution 2025-338 Approve Termination of Employment and carried unanimously.

Adjournment

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

The meeting adjourned at 6:56 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: December 9, 2025
SUBJECT: Approve Claims List

Background:

The current list of open claims totaling \$1,979,729.43 for 316 invoices is attached, including details of the department, funding source and amount for each vendor and invoice.

Recommendation:

Approve payment of the December 9th Claims

Attachments:

1. 121025FF

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10131	5 Star Inspections In	0000		EFT	12/31/2025	478				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CodeInsp 43090		Code/Insp	ProfSrv		5,974.34				
							5,974.34			
						CHECK TOTAL	5,974.34			
10329	Able Hose & Rubber LL	0000		INV	12/19/2025	238692-001				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 42210		SewerReclm	VehEqParts		1,536.39				
							1,536.39			
						CHECK TOTAL	1,536.39			
11190	Ad Astra Education, L	0000		INV	12/24/2025	INV123551				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		959.22				
							959.22			
						CHECK TOTAL	959.22			
11124	Allison Fillipi	0000		EFT	12/10/2025	111025 AF				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Police 43310		Police	Travel Exp		38.00				
							38.00			
						CHECK TOTAL	38.00			
10680	Alltrees LLC	0000	165	INV	12/18/2025	2805				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Police 43095		Police	SoftwrSupp		6,391.44				
							6,391.44			
						CHECK TOTAL	6,391.44			
10681	Amazon Capital Servic	0000		EFT	12/15/2025	1PCL-NHCJ-WXMQ				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Viaduct 42010		ViaductPrk	Supplies		149.90				
							149.90			
10681	Amazon Capital Servic	0000		EFT	12/15/2025	16PC-3C9W-X1R9				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42010		Library	Supplies		29.99				
							29.99			

Report generated: 12/04/2025 14:56:57
 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10681	Amazon Capital Servic		0000		EFT	12/17/2025	16V9-KRPD-GXMN			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42190			Library	Books			24.63		
								24.63		
10681	Amazon Capital Servic		0000		EFT	12/17/2025	1VF9-YRGD-L3P1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Viaduct 42230			ViaductPrk	Bldg Supp			68.79		
								68.79		
10681	Amazon Capital Servic		0000		EFT	12/18/2025	11KY-WDGX-9F77			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42010			Library	Supplies			11.39		
								11.39		
10681	Amazon Capital Servic		0000		EFT	12/19/2025	1FJR-HFQN-NRWX			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42010			Library	Supplies			24.99		
								24.99		
10681	Amazon Capital Servic		0000		EFT	12/19/2025	11VH-F3VF-PP14			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42190			Library	Books			19.36		
								19.36		
10681	Amazon Capital Servic		0000		EFT	12/20/2025	1D7Y-HJQ9-4RC3			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42010			Library	Supplies			16.98		
								16.98		
10681	Amazon Capital Servic		0000		EFT	12/20/2025	1VWT-JDJD-4VMY			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Admin 42010			CC Admin	Supplies			78.30		
								78.30		
10681	Amazon Capital Servic		0000		EFT	12/20/2025	1V1R-JGGQ-697W			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42190			Library	Books			17.56		
								17.56		
10681	Amazon Capital Servic		0000		EFT	12/21/2025	1NHT-1NL7-RFFD			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire 42210			Fire	VehEqParts			227.99		
								227.99		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10681	Amazon Capital Servic	0000		EFT	11/14/2025	1Y1M-WX1Y-H6NL					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42010		Water	Supplies			-28.00				
	2 StrMaint 42010		StrMaint	Supplies			-28.00				
							-56.00				
10681	Amazon Capital Servic	0000		EFT	12/22/2025	1Q7C-QPDK-77QL					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Viaduct 42230		ViaductPrk	Bldg Supp			34.97				
							34.97				
10681	Amazon Capital Servic	0000		EFT	11/22/2025	1GFV-JLYH-FWWY					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42190		Library	Books			-15.20				
							-15.20				
10681	Amazon Capital Servic	0000		EFT	11/23/2025	1GFV-JLYH-NRGK					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42190		Library	Books			-16.69				
							-16.69				
10681	Amazon Capital Servic	0000		EFT	12/24/2025	1J63-QD4Q-9K3N					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CEDAdmin42010		CED Admin	Supplies			48.14				
							48.14				
10681	Amazon Capital Servic	0000		EFT	11/22/2025	17NM-QVCN-H46G					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Viaduct 42230		ViaductPrk	Bldg Supp			-34.97				
							-34.97				
10681	Amazon Capital Servic	0000		EFT	12/24/2025	1M9P-GK1G-HJLD					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42010		Library	Supplies			35.26				
							35.26				
10681	Amazon Capital Servic	0000		EFT	12/24/2025	1NMM-7HQV-JKPR					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Youth 42010		Youth	Supplies			457.61				
							457.61				
10681	Amazon Capital Servic	0000		EFT	12/25/2025	1XRM-WYTQ-GPP4					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42010		Library	Supplies			14.98				
							14.98				

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10681	Amazon Capital Servic		0000		EFT	12/29/2025	1DYM-WR7V-X3VV			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42190			Library	Books			15.99		
								15.99		
10681	Amazon Capital Servic		0000		EFT	12/29/2025	11C4-KPVD-WT4Y			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42010			Library	Supplies			45.17		
								45.17		
10681	Amazon Capital Servic		0000		EFT	12/29/2025	16RR-YVYV-XPVR			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42010			Library	Supplies			9.33		
								9.33		
10681	Amazon Capital Servic		0000		EFT	12/31/2025	11PN-K6TK-3LGF			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Adult 42410			Adult	MinorEquip			259.99		
								259.99		
							CHECK TOTAL	1,468.46		
10686	Ampion PBC		0000		INV	12/31/2025	2025120002493586			
	ACCOUNT DETAIL						LINE AMOUNT			
	2 Lib Fac 43810			Lib Fac	Elec Util			1,475.15		
	3 Parks 43810			P&Tmaint	Elec Util			310.41		
	4 PW Fac 43810			PW Fac	Elec Util			9.33		
	5 Soccer 43810			SoccerComp	Elec Util			99.79		
	6 Storm 43810			Storm Wtr	Elec Util			0.14		
	7 StrLight 43810			StrLight	Elec Util			593.19		
	8 StrSign 43810			Sign Sig	Elec Util			325.38		
	9 SwrColl 43810			Sewer Coll	Elec Util			152.31		
	11 Water 43810			Water	Elec Util			6,330.40		
								9,296.10		
10686	Ampion PBC		0000		INV	12/31/2025	2025120002493617			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrSign 43810			Sign Sig	Elec Util			29.54		
								29.54		
							CHECK TOTAL	9,325.64		

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10245	APG Media of Southern		0001		EFT	12/15/2025	1074137			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Council 43510			Council	LegalPubng			151.25		
								151.25		
10245	APG Media of Southern		0001		EFT	12/15/2025	1074136			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Council 43510			Council	LegalPubng			96.25		
								96.25		
10245	APG Media of Southern		0001		EFT	12/20/2025	1074771			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CEDAdmin43510			CED Admin	LegalPubng			75.63		
								75.63		
10245	APG Media of Southern		0001		EFT	12/22/2025	1074933			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Council 43510			Council	LegalPubng			192.50		
								192.50		
10245	APG Media of Southern		0001		EFT	12/22/2025	1074931			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Council 43510			Council	LegalPubng			247.50		
								247.50		
							CHECK TOTAL	763.13		
11256	Aquarius Water Condit		0000		INV	12/01/2025	2075866574			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Pol Fac 42230			Pol Fac	Bldg Supp			15.00		
								15.00		
11256	Aquarius Water Condit		0000		INV	12/01/2025	2075866899			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Pol Fac 42230			Pol Fac	Bldg Supp			25.00		
								25.00		
11256	Aquarius Water Condit		0000		INV	12/31/2025	2081804312			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Pol Fac 42230			Pol Fac	Bldg Supp			15.00		
								15.00		
							CHECK TOTAL	55.00		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025
DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10278	Arrow Electric LLC	0000		EFT	12/23/2025	3447					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Viaduct 44010		ViaductPrk	Bldg Maint		252.39				252.39	
10278	Arrow Electric LLC	0000		EFT	12/23/2025	3448					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Viaduct 44010		ViaductPrk	Bldg Maint		1,892.28				1,892.28	
10278	Arrow Electric LLC	0000		EFT	12/23/2025	3451					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 44010		Water	Bldg Maint		276.23				276.23	
10278	Arrow Electric LLC	0000		EFT	12/23/2025	3452					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CC Fac 44010		CC Fac	Bldg Maint		238.08				238.08	
10278	Arrow Electric LLC	0000		EFT	12/23/2025	3453					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Lib Fac 44010		Lib Fac	Bldg Maint		479.35				479.35	
10278	Arrow Electric LLC	0000		EFT	12/23/2025	3454					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CC Fac 44040		CC Fac	MachEqRpr		632.80				632.80	
10278	Arrow Electric LLC	0000		EFT	12/30/2025	3472					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Lib Fac 44010		Lib Fac	Bldg Maint		348.57				348.57	
10278	Arrow Electric LLC	0000		EFT	12/30/2025	3473					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrLight 43090		StrLight	ProfSrv		1,027.39				1,027.39	
10278	Arrow Electric LLC	0000		EFT	12/30/2025	3474					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrLight 43090		StrLight	ProfSrv		160.00				160.00	

City of Faribault



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Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10278	Arrow Electric LLC		0000		EFT	12/30/2025	3476			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Pol Fac	44010	Pol Fac	Bldg Maint			546.33		
	2	Pol Fac	44010	Pol Fac	Bldg Maint			1.00		
								547.33		
							CHECK TOTAL	5,854.42		
10315	Aspen Mills		0000		INV	12/20/2025	365483			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Police	42180	Police	Uniforms			119.61		
								119.61		
10315	Aspen Mills		0000		INV	12/19/2025	365318			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Police	42180	Police	Uniforms			127.96		
								127.96		
							CHECK TOTAL	247.57		
10316	Auto Value Parts Stor		0000		EFT	12/10/2025	48223619			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Parks	42010	P&Tmaint	Supplies			43.98		
								43.98		
10316	Auto Value Parts Stor		0000		EFT	12/10/2025	48223615			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Parks	42210	P&Tmaint	VehEqParts			15.97		
								15.97		
10316	Auto Value Parts Stor		0000		EFT	12/07/2025	48223571			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	EqMaint	42010	EqMaint	Supplies			23.99		
								23.99		
10316	Auto Value Parts Stor		0000		EFT	12/17/2025	48223802			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Parks	42210	P&Tmaint	VehEqParts			3.99		
								3.99		
10316	Auto Value Parts Stor		0000		EFT	12/14/2025	48223725			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	StrMaint	42210	StrMaint	VehEqParts			59.95		
								59.95		

City of Faribault



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CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10316	Auto Value Parts Stor	0000		EFT	12/13/2025	48223716				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 42010		EqMaint	Supplies		19.99				
							19.99			
10316	Auto Value Parts Stor	0000		EFT	12/12/2025	48223671				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 42010		EqMaint	Supplies		25.79				
							25.79			
10316	Auto Value Parts Stor	0000		EFT	12/19/2025	48223906				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 42210		EqMaint	VehEqParts		28.44				
	2 Parks 42210		P&Tmaint	VehEqParts		56.87				
	3 StrMaint 42210		StrMaint	VehEqParts		113.75				
	4 SwrColl 42210		Sewer Coll	VehEqParts		42.66				
	5 Water 42210		Water	VehEqParts		42.65				
							284.37			
10316	Auto Value Parts Stor	0000		EFT	11/25/2025	48224062				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrColl 42210		Sewer Coll	VehEqParts		-75.98				
							-75.98			
10316	Auto Value Parts Stor	0000		EFT	12/25/2025	48224053				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrColl 42120		Sewer Coll	Motor Fuel		40.00				
							40.00			
							442.05			
	CHECK TOTAL									
10221	BG Minnesota Inc	0000		EFT	12/10/2025	PI0069844				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42120		P&Tmaint	Motor Fuel		184.40				
							184.40			
10221	BG Minnesota Inc	0000		EFT	12/10/2025	PI0069845				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42120		StrMaint	Motor Fuel		131.27				
	2 EqMaint 42120		EqMaint	Motor Fuel		32.82				
	3 Water 42120		Water	Motor Fuel		49.23				
	4 SwrColl 42120		Sewer Coll	Motor Fuel		49.23				
	5 Parks 42120		P&Tmaint	Motor Fuel		65.62				
							328.17			

Report generated: 12/04/2025 14:56:57
User: Fawn Fuller (FFuller)
Program ID: apwarnt

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Detail Invoice List

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DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	512.57		
10031	BHE Renewables	0000		EFT	12/20/2025	12210980			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 43810		SewerReclm	Elec Util		9,174.71			
							9,174.71		
						CHECK TOTAL	9,174.71		
10337	Bolton & Menk Inc	0000	167	EFT	11/23/2025	0377971			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Water 43090		Water	ProfSrv		1,727.00			
							1,727.00		
10337	Bolton & Menk Inc	0000		EFT	12/12/2025	OM1.125143.000			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 StrImp 45300		Street Imp	Impr Other		723.00			
							723.00		
						CHECK TOTAL	2,450.00		
10305	Brainfuse Inc	0000		EFT	12/31/2025	2014475			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 101 15500		General	PrePd Item		4,250.00			
							4,250.00		
						CHECK TOTAL	4,250.00		
10097	Canon Financial Servi	0000		INV	12/11/2025	42130773			
	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		
10260	Cengage Group	0001		INV	12/21/2025	999101737473			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Library 42190		Library	Books		40.98			
							40.98		

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CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10260	Cengage Group	0001		INV	12/21/2025	999101737475				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		62.11				
							62.11			
						CHECK TOTAL	103.09			
10353	Chadderdon Lumber	0000		INV	12/12/2025	218747				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42010		P&Tmaint	Supplies		55.00				
							55.00			
						CHECK TOTAL	55.00			
10354	Cintas Corporation	0002		EFT	12/14/2025	4249929343				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 44060		EqMaint	Lndry Svc		10.38				
	2 StrMaint 44060		StrMaint	Lndry Svc		52.88				
							63.26			
10354	Cintas Corporation	0002		EFT	12/14/2025	4249929368				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 44060		P&Tmaint	Lndry Svc		130.14				
							130.14			
10354	Cintas Corporation	0002		EFT	12/14/2025	4249929379				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 44060		EqMaint	Lndry Svc		25.00				
	2 StrMaint 44060		StrMaint	Lndry Svc		76.98				
							101.98			
10354	Cintas Corporation	0002		EFT	12/21/2025	4250751179				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 41010		EqMaint	FTEmployee		30.90				
							30.90			
10354	Cintas Corporation	0002		EFT	12/21/2025	4250751286				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 44060		P&Tmaint	Lndry Svc		58.64				
							58.64			
10354	Cintas Corporation	0002		EFT	12/21/2025	4250751227				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 44060		EqMaint	Lndry Svc		30.13				
	2 StrMaint 44060		StrMaint	Lndry Svc		30.13				

City of Faribault



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Detail Invoice List

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DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10354	Cintas Corporation		0002		EFT	12/21/2025	4250751244	60.26		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Storm	44060		Storm Wtr	Lndry Srvc			8.40		
	2 SwrColl	44060		Sewer Coll	Lndry Srvc			16.78		
	3 Water	44060		Water	Lndry Srvc			25.17		
10354	Cintas Corporation		0002		EFT	12/21/2025	4250751476	50.35		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	44060		SewerReclm	Lndry Srvc			119.73		
10354	Cintas Corporation		0002		EFT	12/21/2025	4250751532	119.73		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	44060		SewerReclm	Lndry Srvc			61.93		
10354	Cintas Corporation		0002		EFT	12/26/2025	4251305884	61.93		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Fac	44060		CC Fac	Lndry Srvc			13.50		
10354	Cintas Corporation		0002		EFT	12/28/2025	4251407581	13.50		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	44060		P&Tmaint	Lndry Srvc			84.79		
10354	Cintas Corporation		0002		EFT	12/28/2025	4251407859	84.79		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	44060		SewerReclm	Lndry Srvc			49.78		
10354	Cintas Corporation		0002		EFT	12/28/2025	4251407668	49.78		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	44060		SewerReclm	Lndry Srvc			7.00		
10354	Cintas Corporation		0002		EFT	12/28/2025	4251407540	7.00		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Storm	44060		Storm Wtr	Lndry Srvc			3.25		
	2 SwrColl	44060		Sewer Coll	Lndry Srvc			12.64		
	3 Water	44060		Water	Lndry Srvc			34.46		
								50.35		

City of Faribault



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CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10354	Cintas Corporation	0002		EFT	12/28/2025	4251407299				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 44060		EqMaint	Lndry Srvc		9.38				
	2 StrMaint 44060		StrMaint	Lndry Srvc		50.88				
							60.26			
10354	Cintas Corporation	0002		EFT	12/28/2025	4251407489				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 44060		EqMaint	Lndry Srvc		26.77				
							26.77			
						CHECK TOTAL	969.64			
10357	Community Co-op Oil A	0000		INV	12/20/2025	162624976				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42120		StrMaint	Motor Fuel		7.16				
							7.16			
10357	Community Co-op Oil A	0000		INV	12/31/2025	2074				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CC Fac 42120		CC Fac	Motor Fuel		7.00				
							7.00			
						CHECK TOTAL	14.16			
10721	Consolidated Communic	0000		INV	12/22/2025	112225				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 43250		Water	Other Comm		76.23				
							76.23			
						CHECK TOTAL	76.23			
10723	Core & Main LP	0000		INV	12/25/2025	Y175115				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 42010		Water	Supplies		2,624.24				
							2,624.24			
						CHECK TOTAL	2,624.24			
11034	Cox, Brendan	0000		INV	12/26/2025	1041				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CEDAdmin43090		CED Admin	ProfSrvc		719.00				
	2 CEDAdmin43090		CED Admin	ProfSrvc		1.00				
							720.00			

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 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							CHECK TOTAL	720.00		
10054	Creative Co-Op		0001		EFT	12/24/2025	112425			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Pol Fac	42230		Pol Fac	Bldg Supp			40.00		
							CHECK TOTAL	40.00		
10361	Culligan		0000		EFT	12/30/2025	119X01332902			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library	44160		Library	Rents			40.50		
								40.50		
10361	Culligan		0000		EFT	12/30/2025	119X01334007			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Fac	44160		CC Fac	Rents			45.50		
							CHECK TOTAL	86.00		
10160	Dakota Supply Group		0000		EFT	12/18/2025	S105227348.001			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	42210		SewerReclm	VehEqParts			274.18		
								274.18		
10160	Dakota Supply Group		0000		EFT	12/18/2025	S105227276.001			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	42010		Water	Supplies			328.61		
								328.61		
10160	Dakota Supply Group		0000		EFT	12/18/2025	S105227389.001			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	42210		SewerReclm	VehEqParts			169.00		
								169.00		
10160	Dakota Supply Group		0000		EFT	12/26/2025	S105250749.001			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	42410		Water	MinorEquip			161.34		
							CHECK TOTAL	933.13		

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	
10381	Demco Inc	0000		EFT	12/21/2025	7730341				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42010		Library	Supplies		839.41				
							839.41			
						CHECK TOTAL	839.41			
10389	Display Sales	0000		INV	12/20/2025	INV9077				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42010		P&Tmaint	Supplies		518.00				
							518.00			
						CHECK TOTAL	518.00			
10275	E O Johnson Company I	0000		EFT	12/17/2025	40589011				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 44160		Library	Rents		334.41				
							334.41			
						CHECK TOTAL	334.41			
10749	Fareway Stores Inc #1	0000		INV	12/15/2025	00223697				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 HRA 42010		FrbIt HRA	Supplies		61.91				
							61.91			
10749	Fareway Stores Inc #1	0000		INV	12/18/2025	00091161				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CH Fac 42010		CH Maint	Supplies		47.82				
							47.82			
						CHECK TOTAL	109.73			
10410	Faribault Ace Hardwar	0000		INV	12/18/2025	512655/1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42410		P&Tmaint	MinorEquip		69.99				
							69.99			
10410	Faribault Ace Hardwar	0000		INV	12/18/2025	512661/1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CH Fac 42230		CH Maint	Bldg Supp		8.99				
							8.99			

City of Faribault



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CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10410	Faribault Ace Hardwar	0000		INV	12/18/2025	512662/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 CH Fac 42230		CH Maint	Bldg Supp			14.39		
							14.39		
10410	Faribault Ace Hardwar	0000		INV	12/19/2025	512670/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 42010		SewerReclm	Supplies			70.04		
							70.04		
10410	Faribault Ace Hardwar	0000		INV	12/20/2025	512713/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 42210		SewerReclm	VehEqParts			12.58		
							12.58		
10410	Faribault Ace Hardwar	0000		INV	12/20/2025	512723/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Fire 42210		Fire	VehEqParts			8.24		
							8.24		
10410	Faribault Ace Hardwar	0000		INV	12/20/2025	512725/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 42210		SewerReclm	VehEqParts			18.96		
							18.96		
10410	Faribault Ace Hardwar	0000		INV	12/21/2025	512762/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Parks 42010		P&Tmaint	Supplies			12.58		
							12.58		
10410	Faribault Ace Hardwar	0000		INV	12/21/2025	512771/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Parks 42010		P&Tmaint	Supplies			13.79		
							13.79		
10410	Faribault Ace Hardwar	0000		INV	12/21/2025	512779/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Parks 42230		P&Tmaint	Bldg Supp			39.58		
							39.58		
10410	Faribault Ace Hardwar	0000		INV	12/24/2025	512827/1			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Parks 42010		P&Tmaint	Supplies			5.39		
							5.39		

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Detail Invoice List

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CASH ACCOUNT: Treasury 10100				Cash							
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10410	Faribault Ace Hardwar			0000		INV	12/24/2025	512844/1			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 Police	42410			Police	MinorEquip			17.98		
									17.98		
10410	Faribault Ace Hardwar			0000		INV	12/25/2025	512871/1			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 CC Admin	42010			CC Admin	Supplies			33.48		
									33.48		
10410	Faribault Ace Hardwar			0000		INV	12/25/2025	512877/1			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 Fire	42010			Fire	Supplies			12.58		
									12.58		
10410	Faribault Ace Hardwar			0000		INV	12/26/2025	512923/1			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 Parks	42010			P&Tmaint	Supplies			136.98		
									136.98		
10410	Faribault Ace Hardwar			0000		INV	12/31/2025	513032/1			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 CC Fac	42010			CC Fac	Supplies			42.27		
									42.27		
								CHECK TOTAL	517.82		
10075	Faribault Fleet Suppl			0000		EFT	12/17/2025	073814			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 Parks	42010			P&Tmaint	Supplies			18.58		
									18.58		
10075	Faribault Fleet Suppl			0000		EFT	12/18/2025	073858			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 Parks	42010			P&Tmaint	Supplies			5.97		
									5.97		
10075	Faribault Fleet Suppl			0000		EFT	12/18/2025	073885			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 Parks	42410			P&Tmaint	MinorEquip			157.19		
									157.19		
10075	Faribault Fleet Suppl			0000		EFT	12/21/2025	073954			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 Parks	42160			P&Tmaint	Chem&Prod			169.99		
									169.99		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10075	Faribault Fleet Suppl	0000		EFT	12/21/2025	073956				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42160		P&Tmaint	Chem&Prod		169.99				169.99
10075	Faribault Fleet Suppl	0000		EFT	12/24/2025	074000				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42210		StrMaint	VehEqParts		12.74				12.74
10075	Faribault Fleet Suppl	0000		EFT	12/24/2025	074010				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42410		StrMaint	MinorEquip		49.94				
	2 EqMaint 42010		EqMaint	Supplies		22.02				71.96
10075	Faribault Fleet Suppl	0000		EFT	12/25/2025	074027				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrColl 42010		Sewer Coll	Supplies		26.98				26.98
10075	Faribault Fleet Suppl	0000		EFT	12/25/2025	074047				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrColl 42010		Sewer Coll	Supplies		3.49				3.49
10075	Faribault Fleet Suppl	0000		EFT	12/26/2025	074086				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42010		P&Tmaint	Supplies		3.05				3.05
10075	Faribault Fleet Suppl	0000		EFT	12/29/2025	074133				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fire 42010		Fire	Supplies		7.33				7.33
10075	Faribault Fleet Suppl	0000		EFT	12/31/2025	074157				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fire 42010		Fire	Supplies		12.97				12.97
10075	Faribault Fleet Suppl	0000		EFT	12/31/2025	074160				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 42120		Water	Motor Fuel		34.95				
	2 Water 42010		Water	Supplies		10.17				45.12

Report generated: 12/04/2025 14:56:57
 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10075	Faribault Fleet Suppl	0000		EFT	11/21/2025	X60896				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42160		P&Tmaint	Chem&Prod		-60.00				
							-60.00			
						CHECK TOTAL	645.36			
10413	Faribault Rental Equi	0000		INV	12/14/2025	611420				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 44160		P&Tmaint	Rents		179.60				
							179.60			
10413	Faribault Rental Equi	0000		INV	12/17/2025	611927				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42210		P&Tmaint	VehEqParts		150.99				
							150.99			
						CHECK TOTAL	330.59			
10758	Faribault Vacuum & Se	0000		INV	12/20/2025	61362				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Pol Fac 44010		Pol Fac	Bldg Maint		124.98				
							124.98			
						CHECK TOTAL	124.98			
10417	Faribo Plumbing & Hea	0000		EFT	12/25/2025	66201				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Viaduct 44040		ViaductPrk	MachEqRpr		1,050.75				
							1,050.75			
						CHECK TOTAL	1,050.75			
10418	Fastenal Company	0000		EFT	12/17/2025	MNDUN138975				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 42160		SewerReclm	Chem&Prod		260.00				
							260.00			
10418	Fastenal Company	0000		EFT	12/19/2025	MNDUN139011				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 42210		SewerReclm	VehEqParts		109.20				
							109.20			
						CHECK TOTAL	369.20			

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100				Cash						
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
11072	Ferguson Waterworks #		0000		INV	12/21/2025	0559080			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	43030		SewerReclm	EnginFee			512.42		
								512.42		
							CHECK TOTAL	512.42		
10421	Fette Electronics Inc		0000		EFT	12/20/2025	11727			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 PW Fac	44010		PW Fac	Bldg Maint			539.92		
								539.92		
10421	Fette Electronics Inc		0000		EFT	12/14/2025	11708			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Lib Fac	44010		Lib Fac	Bldg Maint			3,023.00		
								3,023.00		
							CHECK TOTAL	3,562.92		
10426	Fire Safety USA Inc		0000		INV	12/17/2025	208558			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire	42410		Fire	MinorEquip			2,333.80		
								2,333.80		
							CHECK TOTAL	2,333.80		
10770	Flom Septic & Drain I		0000		INV	12/20/2025	20972			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	43090		SewerReclm	ProfSrv			650.00		
								650.00		
							CHECK TOTAL	650.00		
11122	Furman, Thomas		0000		EFT	12/15/2025	5481597			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 HRA	42010		FrbIt HRA	Supplies			13.94		
								13.94		
							CHECK TOTAL	13.94		
10441	Geiger		0000		EFT	11/30/2025	6049397RI			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrColl	42180		Sewer Coll	Uniforms			150.00		
								150.00		

Report generated: 12/04/2025 14:56:57
 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							CHECK TOTAL	150.00		
11127	Genuine Parts Company		0001		EFT	12/21/2025	024490			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 42210			Water	VehEqParts			28.47		
								28.47		
11127	Genuine Parts Company		0001		EFT	12/24/2025	024653			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42210			StrMaint	VehEqParts			37.77		
								37.77		
11127	Genuine Parts Company		0001		EFT	12/24/2025	024669			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42410			StrMaint	MinorEquip			142.97		
								142.97		
11127	Genuine Parts Company		0001		EFT	12/26/2025	024817			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42120			StrMaint	Motor Fuel			103.92		
								103.92		
11127	Genuine Parts Company		0001		EFT	12/28/2025	024933			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42120			SewerReclm	Motor Fuel			52.53		
								52.53		
11127	Genuine Parts Company		0001		EFT	12/31/2025	025121			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrColl 42210			Sewer Coll	VehEqParts			69.36		
								69.36		
							CHECK TOTAL	435.02		

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
10003	GIS Benefits		0000		EFT	12/01/2025	14459AG20251201			
ACCOUNT DETAIL							LINE AMOUNT			
1	Treasury	21715	Treasury		DentInsPay			6,542.50		
2	Treasury	21717	Treasury		VisInsPay			628.21		
3	Treasury	21711	Treasury		LTDPay			852.10		
4	Treasury	21710	Treasury		Life Pay			1,534.25		
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			-67.42		
11	101	11510	General		COBRA Rec			757.44		
12	101	11510	General		COBRA Rec			51.77		
13	101	11510	General		COBRA Rec			0.01		
							CHECK TOTAL	11,181.04		
								11,181.04		
10436	BRHB Inc		0000		EFT	12/17/2025	07511			
ACCOUNT DETAIL							LINE AMOUNT			
1	Library	42010	Library		Supplies			27.75		
								27.75		
10436	BRHB Inc		0000		EFT	09/03/2025	07249			
ACCOUNT DETAIL							LINE AMOUNT			
1	Youth	42010	Youth		Supplies			88.90		
								88.90		
10436	BRHB Inc		0000		EFT	08/10/2025	07220			
ACCOUNT DETAIL							LINE AMOUNT			
1	Aquatic	42990	AquaticCtr		CmdResale			150.00		
								150.00		
							CHECK TOTAL	266.65		
10439	Grainger Inc		0000		EFT	12/21/2025	9720715763			
ACCOUNT DETAIL							LINE AMOUNT			
1	CC Fac	42230	CC Fac		Bldg Supp			241.63		
								241.63		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10439	Grainger Inc	0000		EFT	12/26/2025	9725355904					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 42410		Police	MinorEquip		493.12					
							493.12				
						CHECK TOTAL	734.75				
10447	Harry Brown's LLC	0000		EFT	12/10/2025	5043729					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrColl 42210		Sewer Coll	VehEqParts		93.76					
							93.76				
						CHECK TOTAL	93.76				
10447	Abra Auto Body & Glas	0002		EFT	11/07/2025	37686 supplement					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 44450		Police	ClmDamages		399.86					
							399.86				
						CHECK TOTAL	399.86				
10449	Hawkins Inc	0000		EFT	12/14/2025	7261188					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 IndoorPl 42160		IndoorPool	Chem&Prod		875.68					
							875.68				
10449	Hawkins Inc	0000		EFT	12/14/2025	7261189					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42160		Water	Chem&Prod		2,415.60					
							2,415.60				
10449	Hawkins Inc	0000		EFT	12/19/2025	7262636					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42160		Water	Chem&Prod		5,033.19					
							5,033.19				
10449	Hawkins Inc	0000		EFT	12/20/2025	7263768					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42160		Water	Chem&Prod		2,366.00					
							2,366.00				
10449	Hawkins Inc	0000		EFT	12/24/2025	7265914					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 42160		SewerReclm	Chem&Prod		10,523.91					
							10,523.91				

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							CHECK TOTAL	21,214.38		
10993	Teladoc Health Inc		0000		INV	12/31/2025	2025124254428			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Treasury 21707		Treasury	MedicalPay			1,020.00			
								1,020.00		
							CHECK TOTAL	1,020.00		
10454	Hillyard Hutchinson		0000		INV	12/26/2025	606014501			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 PW Fac 42010		PW Fac	Supplies			185.42			
								185.42		
10454	Hillyard Hutchinson		0000		INV	12/31/2025	606016088			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 PW Fac 42010		PW Fac	Supplies			221.95			
								221.95		
							CHECK TOTAL	407.37		
10113	House of Print		0000		INV	12/19/2025	081760			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Admin 42010		CC Admin	Supplies			3,280.10			
								3,280.10		
							CHECK TOTAL	3,280.10		
11121	HP Inc		0001		INV	12/18/2025	9046120643			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42410		StrMaint	MinorEquip			768.50			
								768.50		
							CHECK TOTAL	768.50		
10462	Huber Technology Inc		0000		EFT	12/11/2025	CD10029806			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42210		SewerReclm	VehEqParts			2,052.26			
								2,052.26		
							CHECK TOTAL	2,052.26		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10455	Hy-Vee - Accounts Rec	0000		INV	11/08/2025	06275148942062751					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fire 42010	25906	Fire	Supplies		132.00				132.00	
										CHECK TOTAL	132.00
11259	Infants Remember In S	0000		INV	12/25/2025	RESOLUTION 2025-323					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CharGmbl 44383		Char Gmbl	DonCvcOrg		2,000.00				2,000.00	
										CHECK TOTAL	2,000.00
11253	Ingram Library Servic	0001		EFT	12/10/2025	91839576					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42190		Library	Books		274.20				274.20	
11253	Ingram Library Servic	0001		EFT	12/09/2025	91829388					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42190		Library	Books		41.48				41.48	
11253	Ingram Library Servic	0001		EFT	12/06/2025	91773447					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42190		Library	Books		306.59				306.59	
11253	Ingram Library Servic	0001		EFT	12/18/2025	92053493					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42190		Library	Books		114.28				114.28	
11253	Ingram Library Servic	0001		EFT	12/18/2025	92053494					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42190		Library	Books		25.79				25.79	
11253	Ingram Library Servic	0001		EFT	12/25/2025	92234134					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42190		Library	Books		26.92				26.92	

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
11253	Ingram Library Servic	0001		EFT	12/20/2025	92119558				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books			57.20			
							57.20			
11253	Ingram Library Servic	0001		EFT	12/19/2025	92091958				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books			227.64			
							227.64			
11253	Ingram Library Servic	0001		EFT	12/17/2025	92012876				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books			691.86			
							691.86			
11253	Ingram Library Servic	0001		EFT	12/16/2025	92000029				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books			87.89			
							87.89			
						CHECK TOTAL	1,853.85			
10472	Innovative Office Sol	0000		EFT	12/21/2025	IN4990417				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CEDAdmin42010		CED Admin	Supplies			35.19			
							35.19			
10472	Innovative Office Sol	0000		EFT	12/24/2025	IN4991925				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CC Admin 42010		CC Admin	Supplies			27.96			
							27.96			
10472	Innovative Office Sol	0000		EFT	12/25/2025	IN4993048				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Police 42010		Police	Supplies			49.76			
							49.76			
10472	Innovative Office Sol	0000		EFT	12/25/2025	IN4993195				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42010		Library	Supplies			16.54			
							16.54			
10472	Innovative Office Sol	0000		EFT	12/25/2025	IN4993173				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fire 42010		Fire	Supplies			26.64			
							26.64			

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10472	Innovative Office Sol		0000		EFT	12/26/2025	IN4994263			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	CEDAdmin42010		CED Admin	Supplies			20.82		
								20.82		
10472	Innovative Office Sol		0000		EFT	12/26/2025	IN4993855			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Fin 42010		Finance	Supplies			14.84		
								14.84		
10472	Innovative Office Sol		0000		EFT	12/31/2025	IN4995628			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Library 42010		Library	Supplies			5.62		
								5.62		
							CHECK TOTAL	197.37		
10473	Insty-Prints		0000		EFT	10/29/2025	167106			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	StrMaint 42010		StrMaint	Supplies			131.22		
	2	Water 42010		Water	Supplies			13.66		
	3	SwrColl 42010		Sewer Coll	Supplies			13.66		
	4	SwrColl 42010		Sewer Coll	Supplies			1.93		
								160.47		
10473	Insty-Prints		0000		EFT	12/07/2025	167654			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	CodeInsp 42010		Code/Insp	Supplies			342.93		
								342.93		
10473	Insty-Prints		0000		EFT	12/17/2025	167760			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Viaduct 42010		ViaductPrk	Supplies			168.00		
								168.00		
							CHECK TOTAL	671.40		
10654	Jayanti LLC		0000		INV	12/24/2025	1ZK1OR470306130014			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Water 43220		Water	Postage			19.21		
								19.21		
							CHECK TOTAL	19.21		

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 121025FF 12/10/2025

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
11005	Kanopy Inc		0002		INV	12/30/2025	480852 – PPU			
ACCOUNT DETAIL							LINE AMOUNT			
1	Library	43096		Library	OnLineRes			109.00		
								109.00		
							CHECK TOTAL	109.00		
10481	Kennedy & Graven Char		0000		EFT	12/31/2025	190888			
ACCOUNT DETAIL							LINE AMOUNT			
1	Airport	43040		Airport	LegalCivil			115.00		
2	CodeInsp	43040		Code/Insp	LegalCivil			206.00		
3	CodeInsp	43040		Code/Insp	LegalCivil			1.00		
4	EDA	43040		EDA	LegalCivil			9,555.60		
5	HR	43040		HR	LegalCivil			897.00		
6	Legal	43040		Legal	LegalCivil			12,858.40		
								23,633.00		
							CHECK TOTAL	23,633.00		
10301	Kiellmeyer Constructio		0000		EFT	12/26/2025	4305			
ACCOUNT DETAIL							LINE AMOUNT			
1	StrMaint	42240		StrMaint	StMaintMat			2,130.57		
								2,130.57		
							CHECK TOTAL	2,130.57		
10494	Lerner Publishing Gro		0000		EFT	12/20/2025	1550970			
ACCOUNT DETAIL							LINE AMOUNT			
1	Library	42190		Library	Books			23.99		
								23.99		
10494	Lerner Publishing Gro		0000		EFT	12/19/2025	1550710			
ACCOUNT DETAIL							LINE AMOUNT			
1	Library	42190		Library	Books			1,118.49		
								1,118.49		
							CHECK TOTAL	1,142.48		
10142	Lexipol LLC		0001		EFT	12/31/2025	INVPRA11261679			
ACCOUNT DETAIL							LINE AMOUNT			
1	101	15500		General	PrePd Item			1,928.00		
								1,928.00		
							CHECK TOTAL	1,928.00		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10502	LifeLine Training Ltd		0000		INV	12/10/2025	152864			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Police 43140		Police	Train&Ed			359.00		
								359.00		
10502	LifeLine Training Ltd		0000		INV	12/20/2025	154065			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Police 43140		Police	Train&Ed			359.00		
								359.00		
							CHECK TOTAL	718.00		
10099	Loffler Companies Inc		0000		INV	12/25/2025	5195294			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Admin 42010		Admin	Supplies			0.28		
	2	CC Admin 42010		CC Admin	Supplies			1.04		
	3	CEDAdmin42010		CED Admin	Supplies			9.30		
	4	EqMaint 42010		EqMaint	Supplies			1.46		
	5	Fin 42010		Finance	Supplies			84.20		
	6	HR 42010		HR	Supplies			12.46		
	7	IT 42010		IT	Supplies			8.28		
	8	Library 42010		Library	Supplies			0.14		
	10	Police 42010		Police	Supplies			65.10		
	12	StrMaint 42010		StrMaint	Supplies			0.50		
	13	SwrColl 42010		Sewer Coll	Supplies			0.19		
	14	SwrRecl 42010		SewerReclm	Supplies			17.34		
	15	Water 42010		Water	Supplies			7.97		
	16	Wshngtn 42010		Wshngtn	Supplies			9.30		
								217.56		
10099	Loffler Companies Inc		0000		INV	12/31/2025	5198527			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Fire 44160		Fire	Rents			9.40		
	2	Police 44160		Police	Rents			74.84		
								84.24		
							CHECK TOTAL	301.80		
10503	Madison National Life		0000		EFT	12/31/2025	1732781			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Treasury 21711		Treasury	LTDPay			2,037.00		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10503	Madison National Life		0000		EFT	12/31/2025	1732780	2,037.00		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Treasury	21710		Treasury	Life Pay			3,644.72		
	2 Fire	41330		Fire	Life Ins			62.58		
								3,707.30		
							CHECK TOTAL	5,744.30		
11209	Maxfield LLC		0000	168	INV	12/13/2025	1417			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 HRA	43090		Frblt HRA	ProfSrv			3,307.50		
								3,307.50		
							CHECK TOTAL	3,307.50		
10508	Menards		0000		INV	12/20/2025	91969			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	42010		Water	Supplies			2,015.16		
								2,015.16		
10508	Menards		0000		INV	12/20/2025	91999			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	42230		P&Tmaint	Bldg Supp			181.34		
								181.34		
							CHECK TOTAL	2,196.50		
10843	MESERB		0000	121	INV	01/02/2026	MESERB 2025-2026			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	44330		SewerReclm	DuesSubscr			7,707.00		
								7,707.00		
							CHECK TOTAL	7,707.00		
10509	Met-Con Construction		0000		EFT	12/14/2025	38492			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	43090		SewerReclm	ProfSrv			850.00		
								850.00		
							CHECK TOTAL	850.00		

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10845	Metronet Holdings LLC		0000		EFT	01/01/2026	1685102-December25			
ACCOUNT DETAIL							LINE AMOUNT			
1	Admin	43250		Admin	Other Comm			39.55		
2	Airport	43250		Airport	Other Comm			204.17		
3	Aquatic	43250		AquaticCtr	Other Comm			598.55		
4	CC Admin	43250		CC Admin	Other Comm			476.20		
5	CEDAdmin	43250		CED Admin	Other Comm			504.27		
6	CH Fac	43250		CH Maint	Other Comm			625.54		
7	Council	43250		Council	Other Comm			19.77		
8	Engineer	43250		Engineer	Other Comm			258.65		
9	EqMaint	43250		EqMaint	Other Comm			114.16		
10	Fin	43250		Finance	Other Comm			118.65		
11	CodeInsp	43250		Code/Insp	Other Comm			59.32		
12	Fire Fac	43250		Fire Fac	Other Comm			352.11		
13	HR	43250		HR	Other Comm			68.66		
14	IT	43250		IT	Other Comm			611.24		
15	Library	43250		Library	Other Comm			584.98		
16	Parks	43250		P&Tmaint	Other Comm			59.32		
17	Planning	43250		P & Z	Other Comm			39.55		
19	Police	43250		Police	Other Comm			1,725.61		
20	PWAdmin	43250		PW Admin	Other Comm			339.28		
22	StrMaint	43250		StrMaint	Other Comm			155.98		
23	SwrColl	43250		Sewer Coll	Other Comm			19.77		
24	SwrRecl	43250		SewerReclm	Other Comm			398.86		
25	Water	43250		Water	Other Comm			749.02		
26	Wshngtn	43250		Wshngtn	Other Comm			249.09		
								8,372.30		
CHECK TOTAL								8,372.30		
11061	Midwest Community Dev		0000		INV	01/02/2026	RESOLUTION #2025-322			
ACCOUNT DETAIL							LINE AMOUNT			
1	CharGmbl	44383		Char Gmbl	DonCvcOrg			1,000.00		
								1,000.00		
CHECK TOTAL								1,000.00		
10192	Midwest Landscaping C		0000	153	EFT	12/17/2025	2025-14AA Pay App 2			
ACCOUNT DETAIL							LINE AMOUNT			
1	PWAdmin	44070		PW Admin	Reimb Exp			5,035.00		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025
DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10192	Midwest Landscaping C	0000	152	EFT	12/17/2025	2025-14BB Pay App 2	5,035.00		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 PWAdmin 44070		PW Admin	Reimb Exp		6,441.00			
							6,441.00		
10192	Midwest Landscaping C	0000	151	EFT	12/17/2025	2025-14CC Pay App 2			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 PWAdmin 44070		PW Admin	Reimb Exp		12,407.00			
							12,407.00		
10192	Midwest Landscaping C	0000	150	EFT	12/17/2025	2025-14DD Pay App 2			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 PWAdmin 44070		PW Admin	Reimb Exp		13,537.50			
							13,537.50		
						CHECK TOTAL	37,420.50		
10543	Midwest Tape LLC	0000		EFT	12/07/2025	508000290			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Library 42192		Library	Audio Vis		29.98			
							29.98		
10543	Midwest Tape LLC	0000		EFT	12/07/2025	508000291			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Library 42192		Library	Audio Vis		19.99			
							19.99		
10543	Midwest Tape LLC	0000		EFT	12/14/2025	508034220			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Library 42192		Library	Audio Vis		22.49			
							22.49		
10543	Midwest Tape LLC	0000		EFT	12/14/2025	508034206			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Library 42192		Library	Audio Vis		149.97			
							149.97		
10543	Midwest Tape LLC	0000		EFT	12/14/2025	508034207			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Library 42192		Library	Audio Vis		634.86			
							634.86		
10543	Midwest Tape LLC	0000		EFT	12/14/2025	508034209			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Library 42192		Library	Audio Vis		39.99			

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User: Fawn Fuller (FFuller)
Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025
DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10543	Midwest Tape LLC		0000		EFT	12/07/2025	508000293	39.99		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42192			Library	Audio Vis			46.48		
								46.48		
10543	Midwest Tape LLC		0000		EFT	12/30/2025	508110416			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 43096			Library	OnLineRes			399.95		
								399.95		
10543	Midwest Tape LLC		0000		EFT	12/25/2025	508087118			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42192			Library	Audio Vis			48.99		
								48.99		
10543	Midwest Tape LLC		0000		EFT	12/25/2025	508087116			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42192			Library	Audio Vis			40.48		
								40.48		
10543	Midwest Tape LLC		0000		EFT	12/21/2025	508067109			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42192			Library	Audio Vis			23.24		
								23.24		
10543	Midwest Tape LLC		0000		EFT	12/21/2025	508067106			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42192			Library	Audio Vis			23.24		
								23.24		
10543	Midwest Tape LLC		0000		EFT	12/21/2025	508067107			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42192			Library	Audio Vis			87.98		
								87.98		
							CHECK TOTAL	1,567.64		
10530	Minnesota Department		0007		INV	12/21/2025	21914			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 IndoorPI 44390			IndoorPool	Taxes Lics			760.00		
								760.00		
10530	Minnesota Department		0007		INV	01/02/2026	120325 Viaduct Park			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Viaduct 44390			ViaductPrk	Taxes Lics			50.00		

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User: Fawn Fuller (FFuller)
Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
						50.00				
					CHECK TOTAL	810.00				
10530	Office of MNIT Servic	0012	INV	12/17/2025	W25100507					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 Police 43090	Police	ProfSrv			520.20				
							520.20			
					CHECK TOTAL	520.20				
10530	Dept. of Public Healt	0015	INV	12/31/2025	1660002 10/1-12/31/2					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 Water 44370	Water	Misc Chrgs			18,594.00				
							18,594.00			
					CHECK TOTAL	18,594.00				
10037	Minnesota State Colle	0004	INV	12/20/2025	337900-12377					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 Police 43140	Police	Train&Ed			1,310.00				
							1,310.00			
10037	Minnesota State Colle	0004	INV	12/21/2025	337900-12383					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 Police 43140	Police	Train&Ed			535.00				
							535.00			
					CHECK TOTAL	1,845.00				
10523	Minnesota Valley Test	0000	EFT	12/19/2025	1334353					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 SwrRecl 43090	SewerReclm	ProfSrv			328.80				
							328.80			
10523	Minnesota Valley Test	0000	EFT	12/19/2025	1334484					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 SwrRecl 43090	SewerReclm	ProfSrv			264.00				
							264.00			
10523	Minnesota Valley Test	0000	EFT	12/20/2025	1334584					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 SwrRecl 43090	SewerReclm	ProfSrv			285.40				
							285.40			

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10523	Minnesota Valley Test	0000		EFT	12/21/2025	1334742				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 43090		SewerReclm	ProfSrv		242.00				
							242.00			
10523	Minnesota Valley Test	0000		EFT	12/26/2025	1335493				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 43090		SewerReclm	ProfSrv		415.60				
							415.60			
10523	Minnesota Valley Test	0000		EFT	12/26/2025	1335550				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 43090		SewerReclm	ProfSrv		242.00				
							242.00			
10523	Minnesota Valley Test	0000		EFT	12/31/2025	1335951				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 43090		SewerReclm	ProfSrv		242.00				
							242.00			
						CHECK TOTAL	2,019.80			
10992	MNPEAGENERAL	0000		INV	12/04/2025	11906				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Treasury 21708		Treasury	UnDuesPay		48.00				
							48.00			
						CHECK TOTAL	48.00			
11216	Multi Service Technol	0000		EFT	12/21/2025	162c4689				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CC Admin 42010		CC Admin	Supplies		42.42				
							42.42			
11216	Multi Service Technol	0000		EFT	12/21/2025	1cb804e9				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fin 42010		Finance	Supplies		3.25				
							3.25			
11216	Multi Service Technol	0000		EFT	12/24/2025	053119a5				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CC Admin 42010		CC Admin	Supplies		79.97				
							79.97			

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
11216	Multi Service Technol		0000		EFT	12/26/2025	b1349269			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Fac 42010			CC Fac	Supplies			18.97		
								18.97		
							CHECK TOTAL	144.61		
10864	Myers Supply Inc		0000		INV	12/03/2025	4086239			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire 42010			Fire	Supplies			95.00		
								95.00		
							CHECK TOTAL	95.00		
10989	NCPERS Group Life Ins		0000		INV	11/28/2025	11661			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Treasury 21710			Treasury	Life Pay			144.00		
								144.00		
							CHECK TOTAL	144.00		
10580	Paape Companies Inc		0000		EFT	12/25/2025	119850			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 PW Fac 44010			PW Fac	Bldg Maint			696.50		
								696.50		
10580	Paape Companies Inc		0000		EFT	12/25/2025	119789			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Pol Fac 44010			Pol Fac	Bldg Maint			446.53		
								446.53		
10580	Paape Companies Inc		0000		EFT	12/25/2025	119788			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 44010			Water	Bldg Maint			2,559.65		
								2,559.65		
							CHECK TOTAL	3,702.68		
10564	Pepsi Cola of Mankato		0002		EFT	12/20/2025	9460558			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Viaduct 42990			ViaductPrk	CmdResale			230.90		
								230.90		
							CHECK TOTAL	230.90		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10568	Plunkett's Pest Contr		0000		EFT	12/11/2025	10249414			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	CC Fac 44010		CC Fac	Bldg Maint		45.55			
								45.55		
							CHECK TOTAL	45.55		
11255	Progressive Rail Inco		0000	163	INV	12/24/2025	45256			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	StrImp 45300		Street Imp	Impr Other		80,400.00			
								80,400.00		
							CHECK TOTAL	80,400.00		
10573	Property Pros		0000		EFT	12/31/2025	8241			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	CodeInsp 44070		Code/Insp	Reimb Exp		200.00			
								200.00		
							CHECK TOTAL	200.00		
999997	Angela Scheffler		0000		INV	01/01/2026	120225 AS			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	StrMaint 44450		StrMaint	ClmDamages		65.00			
								65.00		
							CHECK TOTAL	65.00		
999997	Betty M Reuvers Trust		0000		INV	01/01/2026	120225 BRT			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	StrMaint 44450		StrMaint	ClmDamages		65.00			
								65.00		
							CHECK TOTAL	65.00		
999997	Darrel & Wendy Rossow		0000		INV	01/01/2026	120225 DWR			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	StrMaint 44450		StrMaint	ClmDamages		65.00			
								65.00		
							CHECK TOTAL	65.00		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
999997	Jed Schweisthal	0000		INV	01/01/2026	120225 Jed Sch				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 44450		StrMaint	ClmDamages		65.00				
							65.00			
						CHECK TOTAL	65.00			
999997	John & Teresa Sarzoza	0000		INV	01/01/2026	120225 JTS				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 44450		StrMaint	ClmDamages		65.00				
							65.00			
						CHECK TOTAL	65.00			
999997	Paul Boehne	0000		INV	01/01/2026	120225 PB				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 44450		StrMaint	ClmDamages		65.00				
							65.00			
						CHECK TOTAL	65.00			
999997	Ryan & Karri Kenow	0000		INV	01/01/2026	120225 RK				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 44450		StrMaint	ClmDamages		65.00				
							65.00			
						CHECK TOTAL	65.00			
10594	Big Top Tent Rental,	0000		EFT	11/30/2025	85780				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 44160		P&Tmaint	Rents		915.00				
							915.00			
						CHECK TOTAL	915.00			
10204	Rice County Solid Was	0005		INV	12/19/2025	26719				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 43840		P&Tmaint	RefuseDisp		59.96				
							59.96			
						CHECK TOTAL	59.96			

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10601	Rivercity Refrigerati		0000		INV	12/21/2025	3776			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 PW Fac	44010		PW Fac	Bldg Maint			341.00		
									341.00	
							CHECK TOTAL	341.00		
10607	Safety-Kleen Systems		0000		INV	12/19/2025	R003554437			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 EqMaint	42010		EqMaint	Supplies			103.15		
									103.15	
							CHECK TOTAL	103.15		
10066	Sanco Equipment LLC		0000		EFT	10/28/2025	PR2002145-1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	42210		P&Tmaint	VehEqParts			-17.59		
									-17.59	
10066	Sanco Equipment LLC		0000		EFT	12/13/2025	PS2046637-2			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrColl	42410		Sewer Coll	MinorEquip			91.32		
									91.32	
							CHECK TOTAL	73.73		
10296	Sanity Solutions Inc		0000		EFT	12/24/2025	INV218394			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	43095		Police	SoftwrSupp			164.86		
									164.86	
							CHECK TOTAL	164.86		
10610	Schindler Elevator Co		0000		INV	12/31/2025	4607301079			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Lib Fac	44010		Lib Fac	Bldg Maint			594.09		
									594.09	
							CHECK TOTAL	594.09		
10193	Walter D Schirmer		0000		EFT	12/26/2025	1420			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Lib Fac	44010		Lib Fac	Bldg Maint			495.00		
									495.00	

Report generated: 12/04/2025 14:56:57
 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							CHECK TOTAL	495.00		
10623	Shattuck-St Mary's		0000		INV	12/17/2025	1003			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Youth 43090			Youth	ProfSrv			1,980.00		
								1,980.00		
							CHECK TOTAL	1,980.00		
10166	DFC Company		0000	174	EFT	12/21/2025	420553			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrSign 42240			Sign Sig	StMaintMat			6,976.01		
								6,976.01		
							CHECK TOTAL	6,976.01		
10124	Springbrook Holding C		0000		EFT	12/30/2025	INV-022389			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 43095			Water	SoftwrSupp			1,782.00		
	2 SwrColl 43095			Sewer Coll	SoftwrSupp			1,782.00		
								3,564.00		
							CHECK TOTAL	3,564.00		
10024	Stantec Consulting Se		0000	115	EFT	12/25/2025	2488442			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrColl 45300			Sewer Coll	Impr Other			7,929.50		
								7,929.50		
10024	Stantec Consulting Se		0000	119	EFT	12/25/2025	2488438			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 PrkInd 45300			Prk Dedic	Impr Other			4,771.50		
								4,771.50		
							CHECK TOTAL	12,701.00		
10108	Star Sports & Apparel		0000		EFT	12/18/2025	FM31CCB7F6F23C			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42180			SewerReclm	Uniforms			150.00		
								150.00		
10108	Star Sports & Apparel		0000		EFT	12/18/2025	FM31CCB7F6F22C			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42180			SewerReclm	Uniforms			150.00		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100			Cash		TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR	REMIT	PO								
10108	Star Sports & Apparel	0000			EFT	12/18/2025	FM31CCB7F6F21C	150.00		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	42180	SewerReclm	Uniforms				150.00		
10108	Star Sports & Apparel	0000			EFT	12/18/2025	FM31CCB7F6F19C	150.00		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	42180	SewerReclm	Uniforms				150.00		
10108	Star Sports & Apparel	0000			EFT	12/19/2025	FM31CCB7F6F26C	150.00		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	42180	Police	Uniforms				166.50		
	CHECK TOTAL							166.50		
								766.50		
10620	Streicher's Inc	0000	170		INV	12/12/2025	I1793977			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	42180	Police	Uniforms				5,419.81		
	CHECK TOTAL							5,419.81		
								5,419.81		
10941	Superior Companies of	0000			INV	12/10/2025	AR0027493			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Airport	44010	Airport	Bldg Maint				735.00		
	CHECK TOTAL							735.00		
								735.00		
11258	The Artina Group	0000			INV	12/24/2025	107987			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fin	42010	Finance	Supplies				106.69		
	CHECK TOTAL							106.69		
								106.69		
10064	Thompson Concrete & M	0000			EFT	12/13/2025	802			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	43090	P&Tmaint	ProfSvc				4,642.20		
	CHECK TOTAL							4,642.20		
								4,642.20		

Report generated: 12/04/2025 14:56:57
 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10948	TireHub LLC		0000		INV	12/14/2025	54431466			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Police 44040		Police	MachEqRpr			552.00		
								552.00		
							CHECK TOTAL	552.00		
11202	Toltz, King, Duvall,		0000	122	EFT	12/31/2025	002025006919			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Water 45300		Water	Impr Other			137.69		
								137.69		
							CHECK TOTAL	137.69		
10646	Towmaster		0000		EFT	12/24/2025	90003379			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	StrMaint 42210		StrMaint	VehEqParts			1,424.90		
								1,424.90		
							CHECK TOTAL	1,424.90		
10133	Truck Center Companie		0002		EFT	12/21/2025	XA304192999:01			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	StrMaint 42210		StrMaint	VehEqParts			444.02		
								444.02		
10133	Truck Center Companie		0002		EFT	12/21/2025	XA304193311:01			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	StrMaint 42210		StrMaint	VehEqParts			1,020.26		
								1,020.26		
10133	Truck Center Companie		0002		EFT	12/25/2025	XA304193484:01			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	StrMaint 42210		StrMaint	VehEqParts			134.99		
								134.99		
10133	Truck Center Companie		0002		EFT	12/25/2025	XA304193313:01			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Parks 42210		P&Tmaint	VehEqParts			62.64		
								62.64		
							CHECK TOTAL	1,661.91		

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10644	Twin Cities Business	0000		INV	12/24/2025	2025 renewal				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42191		Library	PerMagNews		24.95				
							24.95			
						CHECK TOTAL	24.95			
999998	Jon & Megan Parker	0000		INV	12/02/2025	791				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 601 20200		Water	AP		1,400.00				
							1,400.00			
						CHECK TOTAL	1,400.00			
999998	Public Housing	0000		INV	12/02/2025	792				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 601 20200		Water	AP		401.53				
							401.53			
						CHECK TOTAL	401.53			
10955	United Laboratories I	0000		INV	12/11/2025	INV448392				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 42010		EqMaint	Supplies		620.68				
							620.68			
						CHECK TOTAL	620.68			
10652	Universal Truck Equip	0000		INV	12/25/2025	66443				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42210		StrMaint	VehEqParts		190.00				
							190.00			
						CHECK TOTAL	190.00			
11083	US Bank	0000		INV	12/25/2025	7974008				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 15AImp 46200		2015AImpro	Agent Fee		300.00				
	2 15ARefun 46200		2015ARefun	Agent Fee		300.00				
							600.00			
						CHECK TOTAL	600.00			

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10958	US Bank - Acct 1620		0000		EFT	12/15/2025	3043690			
ACCOUNT DETAIL							LINE AMOUNT			
1	15AImp	46010		2015AImp	BondPrncpl		95,000.00			
2	15AImp	46110		2015AImp	Bond Inter		7,600.00			
3	15ARefun	46010		2015ARefun	BondPrncpl		165,000.00			
4	15ARefun	46110		2015ARefun	Bond Inter		5,531.25			
5	951	22530		GW Conver	RvBdPayCur		-5,000.00			
6	951	22530		GW Conver	RvBdPayCur		-5,000.00			
7	951	23130		GW Conver	RevPay Non		100,000.00			
8	951	23130		GW Conver	RevPay Non		170,000.00			
9	951	23135		GW Conver	BndPayOffs		-95,000.00			
10	951	23135		GW Conver	BndPayOffs		-165,000.00			
								273,131.25		
CHECK TOTAL								273,131.25		
11156	US Bank - Acct 5979		0000		EFT	12/15/2025	3043695			
ACCOUNT DETAIL							LINE AMOUNT			
1	Water	46110		Water	Bond Inter		171,746.45			
								171,746.45		
CHECK TOTAL								171,746.45		
11156	US Bank - Acct 5979		0000		EFT	12/15/2025	3043693			
ACCOUNT DETAIL							LINE AMOUNT			
1	21AImp	46010		2021AImp	BondPrncpl		145,000.00			
2	21AImp	46110		2021AImp	Bond Inter		8,640.00			
3	951	23130		GW Conver	RevPay Non		145,000.00			
4	951	23135		GW Conver	BndPayOffs		-145,000.00			
								153,640.00		
CHECK TOTAL								153,640.00		
11156	US Bank - Acct 5979		0000		EFT	12/15/2025	3043692			
ACCOUNT DETAIL							LINE AMOUNT			
1	21BRefun	46010		2021BRefun	BondPrncpl		905,000.00			
2	21BRefun	46110		2021BRefun	Bond Inter		69,975.00			
3	951	22530		GW Conver	RvBdPayCur		-50,000.00			
4	951	23130		GW Conver	RevPay Non		955,000.00			
5	951	23135		GW Conver	BndPayOffs		-905,000.00			
								974,975.00		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
					CHECK TOTAL	974,975.00				
11152 VEGA Americas, Inc	0000		INV	10/26/2025	661348					
ACCOUNT DETAIL					LINE AMOUNT					
1 SwrRecl 42210		SewerReclm	VehEqParts			1,450.31				
									1,450.31	
11152 VEGA Americas, Inc	0000		INV	12/20/2025	666969					
ACCOUNT DETAIL					LINE AMOUNT					
1 SwrRecl 42210		SewerReclm	VehEqParts			1,604.34				
									1,604.34	
					CHECK TOTAL	3,054.65				
10959 Verizon Wireless	0000		INV	12/15/2025	6129264726					
ACCOUNT DETAIL					LINE AMOUNT					
1 Admin 43210		Admin	Telephone			76.82				
2 CC Fac 43210		CC Fac	Telephone			395.10				
3 CH Fac 43210		CH Maint	Telephone			76.82				
4 CodeInsp 43210		Code/Insp	Telephone			292.13				
5 Comms 43210		Communicat	Telephone			78.42				
6 Engineer 43210		Engineer	Telephone			198.48				
7 Fin 43210		Finance	Telephone			76.82				
8 Fire 43210		Fire	Telephone			313.74				
9 HR 43210		HR	Telephone			76.82				
10 IT 43210		IT	Telephone			76.82				
11 Library 43210		Library	Telephone			38.41				
12 Parks 43210		P&Tmaint	Telephone			20.02				
13 CEDAdmin 43210		CED Admin	Telephone			115.23				
14 Police 43210		Police	Telephone			3,001.62				
15 PWAdmin 43210		PW Admin	Telephone			58.43				
16 Storm 43210		Storm Wtr	Telephone			155.27				
17 StrMaint 43210		StrMaint	Telephone			58.43				
18 SwrColl 43210		Sewer Coll	Telephone			175.29				
19 Water 43210		Water	Telephone			430.53				
20 SwrRecl 43210		SewerReclm	Telephone			34.49				
									5,749.69	
					CHECK TOTAL	5,749.69				

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025

DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10005	Walton's Inc	0001		EFT	12/18/2025	IN224988				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 42210		SewerReclm	VehEqParts		999.80				
							999.80			
						CHECK TOTAL	999.80			
10249	WSB & Associates Inc	0000		EFT	12/24/2025	R-027890-001 - 2				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 43090		Water	ProfSrv		188.92				
	2 SwrColl 43090		Sewer Coll	ProfSrv		188.92				
	3 Storm 43090		Storm Wtr	ProfSrv		188.91				
							566.75			
10249	WSB & Associates Inc	0000	178	EFT	12/17/2025	R-031738-000 - 1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrImp 45300		Street Imp	Impr Other		7,518.75				
							7,518.75			
						CHECK TOTAL	8,085.50			
10973	Xcel Energy	0000		INV	12/24/2025	954572776				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 43810		P&Tmaint	Elec Util		83.64				
							83.64			
10973	Xcel Energy	0000		CRM	11/20/2025	953899489				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrLight 43810		StrLight	Elec Util		-6.43				
							-6.43			
10973	Xcel Energy	0000		INV	12/31/2025	955363968				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrLight 43810		StrLight	Elec Util		20,120.89				
							20,120.89			
						CHECK TOTAL	20,198.10			
10672	Acuity Specialty Prod	0000		EFT	12/18/2025	9012081083				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 42010		EqMaint	Supplies		137.77				
							137.77			
						CHECK TOTAL	137.77			



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 121025FF 12/10/2025
DUE DATE: 12/10/2025

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
316	INVOICES			WARRANT TOTAL		1,979,729.43	1,979,729.43			



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: December 9, 2025
SUBJECT: Approve Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License

Background:

Faribault Minnesota Chapter - Harley has applied for a 1-4 Day Temporary Liquor License for an event that will be held on January 24, 2026 at their location located at 2704 W. Airport Drive. If approved by the Council, staff will submit the application to Alcohol and Gambling Enforcement for review and approval.

Recommendation:

Approve Temporary Liquor License.

Attachments:

1. 1-4 Day - Faribault Minnesota Chapter, Inc. Harley



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date of organization	
Faribault Minnesota Chapter		05/13/1996	
Organization Address (No PO Boxes)		City	State
2704 W. Airport Drive		Faribault	Minnesota
			Zip Code
			55021
Name of person making application		Business phone	
Ann M Hofmeister		5073345130	
Date(s) of event		Type of organization ☐ Microdistillery ☐ Small Brewer	
January 24, 2026		☒ Club ☐ Charitable ☐ Religious ☐ Other non-profit	
Organization officer's name		City	State
Ann M Hofmeister		Faribault	Minnesota
			Zip Code
			55021
Organization officer's name		City	State
			Minnesota
			Zip Code
Organization officer's name		City	State
			Minnesota
			Zip Code

Location where permit will be used. If an outdoor area, describe.

We will set up indoors at Faribault H-D

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

[Redacted area]

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Event in conjunction with a community festival ☐ Yes ☐ No	City or County E-mail Address
Current population of city	

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: December 9, 2025
SUBJECT: Resolution 2025-296 Approve Leasehold Mortgage and Private Hangar Land Lease Agreement for Lot #1209 at Airport

Background:

Quality Aviation Inc. is in the process of purchasing a hangar on lot #1209 at the Airport. Quality Aviation Inc.'s lender, Reliance Bank, is requiring a leasehold mortgage be approved by the City as part of the funding requirements. A copy of the leasehold mortgage is attached. This requirement is also part of our private hangar land lease agreement.

A new private hangar land lease agreement is required for the sale of the hangar as well. The land lease agreement has a term of 20 years with an expiration in 2045.

Recommendation:

Approve Resolution 2025-296

Attachments:

1. Resolution 2025-296
2. Leasehold Mortgage - 569,059.84
3. Private Hangar Land Lease Agreement - Quality Aviation

CITY OF FARIBAULT

RESOLUTION #2025-296

**APPROVE LEASEHOLD MORTGAGE AND PRIVATE HANGAR LAND LEASE
AGREEMENT FOR LOT #1209 AT AIRPORT**

WHEREAS, Steve Spang currently owns a hangar on lot #1209 at the Airport and wishes to sell the hangar to Quality Aviation Inc.; and

WHEREAS, Quality Aviation Inc.'s lender requires the City to approve a leasehold mortgage for the sales transaction.

NOW, THEREFORE BE IT RESOLVED, that the City of Faribault consents to the Leasehold Mortgage with Reliance Bank as required under Section 12 of the Private Hangar Land Lease Agreement.

ALSO, BE IT RESOLVED, that a Private Hangar Land Lease Agreement for lot #1209 at the Airport with Quality Aviation Inc. is hereby approved.

Date Adopted: December 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

LEASEHOLD MORTGAGE

RECORDATION REQUESTED BY:

Reliance Bank
2300 NW 30th St
Faribault, MN 55021

WHEN RECORDED MAIL TO:

Reliance Bank
2300 NW 30th St
Faribault, MN 55021

MAXIMUM LIEN. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE **MAXIMUM** INDEBTEDNESS SECURED BY THIS MORTGAGE IS \$569,059.84.

THIS MORTGAGE dated December 12, 2025, is made and executed between Quality Aviation, Inc.; A Minnesota Corporation (referred to below as "Grantor") and City of Faribault; A Minnesota Municipal Corporation (referred to below as "Landlord") and Reliance Bank, whose address is 2300 NW 30th St, Faribault, MN 55021 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and conveys to Lender, with power of sale, all of Grantor's right, title, and interest in, to and under the Lease described below of the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation any rights Grantor later acquires in the fee simple title to the land, subject to the Lease, and all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in Rice County, State of Minnesota:**

See the exhibit or other description document which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 3401 Highway 21 W Hanger 1209, Faribault, MN 55021. The Real Property tax identification number is 18.14.3.00.917.

In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property.

THIS MORTGAGE, INCLUDING THE SECURITY INTEREST IN PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE AND THIS MORTGAGE. **THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's leasehold interest in the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses, including attorneys' fees, consultants' fees, and costs which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Compliance with Lease. Grantor will pay all rents and will strictly observe and perform on a timely basis all other terms, covenants, and conditions of the Lease. Grantor will indemnify, defend, and hold Lender harmless against all losses, liabilities, actions, suits, proceedings, costs including reasonable attorneys' fees claims, demands, and damages whatsoever which may be incurred by reason of Grantor's failure to pay rents or strictly observe or perform under the Lease.

Other Agreements Relating to the Lease. Grantor further agrees (1) not to surrender, terminate, or cancel the Lease, and (2) not to modify, change, supplement, alter, or amend the Lease, either orally or in writing, without Lender's prior written consent. Any attempt by Grantor to do any of the foregoing without Lender's prior written consent will be void and of no force and effect. At Lender's option, Grantor will deposit with Lender as further security all original documents relating to the Lease and the leasehold interest in the Property. Unless Grantor is in breach or default of any of the terms contained in this Mortgage, Lender will have no right to cancel, modify, change, supplement, alter or amend the leasehold interest. No estate in the Property, whether fee title to the leasehold premises, the leasehold estate, or any subleasehold estate, will merge without Lender express written consent; rather these estates will remain separate and distinct, even if there is a union of these estates in the landlord, Grantor, or a third party who purchases or otherwise acquires the estates. Grantor further agrees that if Grantor acquires all or a portion of the fee simple title, or any other leasehold or subleasehold title to the Property, that title will, at Lender's option, immediately become subject to the terms of this Mortgage, and Grantor will execute, deliver and record all documents necessary or appropriate to assure that such title is secured by this Mortgage.

Notices Relating to the Lease. Grantor will promptly notify Lender in writing:

- (1) if Grantor is in default in the performance or observance of any of the terms, covenants, or conditions which Grantor is to perform or observe under the Lease;
- (2) if any event occurs which would constitute a default under the Lease;
- (3) if any notice of default is given to Grantor by the landlord under the Lease;
- (4) if, pursuant to the Lease, any proceeds received for the Property are deposited with someone other than Lender, whether

received from any insurance on the Property or from the taking of any or all of the Property by eminent domain; and

(5) if any arbitration or appraisal proceedings are requested or instituted pursuant to the Lease.

Grantor agrees to provide Lender promptly with a copy of all written materials relating to any of the above and to provide Lender with such other information as Lender may reasonably request. Grantor agrees that promptly after the execution and delivery of this Mortgage, Grantor will notify the landlord under the Lease in writing of the execution and delivery of this Mortgage and of the name and address of Lender and will deliver a copy of this Mortgage to the landlord.

Option to Cure Lease Default. Upon Lender's receipt of any written notice of Grantor's default under the Lease, Lender may, at Lender's option, cure such default, even though Grantor, or any party on behalf of Grantor, questions or denies the existence of such default or the nature of the default. Grantor expressly grants to Lender the absolute and immediate right to enter upon the Property to such extent and as often as Lender in its sole discretion deems necessary or desirable in order to prevent or cure any such default by Grantor.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Minnesota law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and

repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the leasehold interest in the Property pursuant to the Lease, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the

Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Lease Default. Grantor defaults under the terms of the Lease, or any other event (whether or not Grantor's fault) results in the termination or cancellation of Grantor's leasehold rights.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code. If notice to Grantor of the intended disposition of the Personal Property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Grantor at least ten (10) calendar days prior to the date of intended disposition. Grantor shall pay on demand all costs and expenses, including but not limited to reasonable attorneys' fees and legal expenses, incurred by Lender in exercising these rights and remedies.

Appoint Receiver. Lender, to the maximum extent permitted by law, shall be entitled, as a matter of right, to the appointment of a receiver of the Property, without notice or demand, and without regard to the adequacy of the security for the Indebtedness or the solvency of the Grantor, by an action separate from any foreclosure of this Mortgage pursuant to Minnesota Statutes Chapter 580 or pursuant to Minnesota Statutes Chapter 581, or as a part of the foreclosure action under said Chapter 581 (it being agreed that the existence of a foreclosure pursuant to said Chapter 580 or a foreclosure action pursuant to said Chapter 581 is not a prerequisite to any action for a receiver hereunder). The receiver, who shall be an experienced property manager, shall collect (until the Indebtedness is fully paid and satisfied and, in the case of a foreclosure sale, during the entire redemption period) the Rents, and shall manage the Property, execute leases within or beyond the period of the receivership if approved by the court and apply all rents, profits and other income collected by him in the order specified below. Notwithstanding the appointment of any receiver, Lender shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by or payable or deliverable under the terms of any Related Documents to Lender. Lender shall have the right, at any time and without limitation, as provided in Minnesota Statutes, Section 582.03, to advance money to the receiver to pay any part or all of the items which the receiver should otherwise pay if cash were available from the Property and sums so advanced, with interest at the highest default rate set forth in the Note, shall be secured hereby, or if advanced during the period of redemption shall be part of the sum required to be paid to redeem from the sale. Any Rents received by the receiver hereunder shall be applied in the order prescribed by Minn. Stat. Section 576.25, Subd. 5, as amended, including but not limited to expenses for the Property's normal maintenance and reasonable receivership fees, and then against the Indebtedness if received prior to the commencement of a foreclosure, to be in such order as Lender may elect, and if received after the commencement of a foreclosure, to be applied to the amount required to be paid to effect a reinstatement prior to foreclosure sale, or, after a foreclosure sale to any deficiency and thereafter to the amount required to be paid to effect a redemption, all pursuant to Minnesota Statutes, Sections 580.30, 580.23 and 581.10, with any excess to be paid to Grantor. Provided, that if this Mortgage is not reinstated nor the Property redeemed as provided by said Sections 580.30, 580.23 or 581.10, the entire amount paid to Lender pursuant hereto shall be the property of Lender together with all or any part of the Property acquired through foreclosure.

Foreclosure and Sale. Lender may, and is hereby authorized and empowered to, foreclose this Mortgage by action or advertisement pursuant to the statutes of the State of Minnesota providing for such foreclosure. Power is expressly granted to Lender (1) to sell the Property at public auction and to convey the Property, in fee simple, to the purchasers at such sale, and (2) to pay, out of the proceeds of the sale, all of the Indebtedness secured by this Mortgage, with interest, and all legal costs and charges of the foreclosure including the maximum attorneys' fees permitted by law and Grantor agrees to pay all such costs, and charges and fees.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or

to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. Grantor understands that if Lender elects to foreclose by advertisement, no personal notice is required to be served upon Grantor. Grantor further understands that under the Constitution of the United States and the Constitution of the State of Minnesota it may have the right to notice and hearing before the Property may be sold and that the procedure for foreclosure by advertisement described above does not ensure that notice will be given to Grantor and neither said procedure for foreclosure by advertisement nor the Code requires any hearing or other judicial proceeding. GRANTOR HEREBY RELINQUISHES, WAIVES AND GIVES UP ANY CONSTITUTIONAL RIGHTS GRANTOR MAY HAVE TO NOTICE AND HEARING BEFORE SALE OF THE PROPERTY AND EXPRESSLY CONSENTS AND AGREES THAT THE PROPERTY MAY BE FORECLOSED BY ADVERTISEMENT AND THAT THE PROPERTY MAY BE DISPOSED OF PURSUANT TO THE CODE, ALL AS DESCRIBED ABOVE. GRANTOR ACKNOWLEDGES THAT GRANTOR IS REPRESENTED BY LEGAL COUNSEL; THAT BEFORE SIGNING THIS DOCUMENT, THIS SECTION AND GRANTOR'S CONSTITUTIONAL RIGHTS WERE FULLY EXPLAINED BY SUCH COUNSEL AND THAT GRANTOR UNDERSTANDS THE NATURE AND EXTENT OF THE RIGHTS WAIVED HEREBY AND THE EFFECT OF SUCH WAIVER.

LANDLORD CONSENT. Landlord consents to and acknowledges the assignment of all Mortgagor's rights, title and interest in the Property. In the event of default, Landlord will not unreasonably withhold any consent necessary for Lender to exercise any remedy.

DEFAULT UNDER LEASE. If Mortgagor defaults under any term of the lease, Landlord agrees to notify Lender in writing of the default before exercising any rights or remedies available to Landlord as a result of the default. In addition, Landlord agrees that Lender will have the right to cure any default within 30 days of receipt of such notice unless the nature of the default is such that it cannot be cured within 30 days, in which case Lender will have a reasonable time to cure so long as Lender exercises reasonable diligence in affecting such cure. During the application cure period, Landlord agrees that Landlord will take no action to exercise any rights or remedies available under the Lease or by law as a result of such default without Lender's prior written consent.

In the event Lender cures any default by Mortgagor under the Lease, Mortgagor agrees to indemnify and hold Lender harmless from any expenses incurred by Lender to cure or consent the default under the Lease. Mortgagor agrees that Lender shall be subrogated to all the rights and remedies of the Landlord under the Lease. Lender is not responsible for any prior default of Mortgagor under the Lease and in no way assumes or guarantees Mortgagor's performance under the Lease.

At Lender's option, Lender may:

- A. Consent any allegations by Landlord of default under the Lease.
- B. Cure the default and retain Mortgagor in possession of the Property.
- C. Cure the default and foreclose by subrogation to the Landlord's rights against Mortgagor's interest in the Property and assume all responsibilities of Mortgagor under the Lease.

REMEDIES. If Lender exercises any remedy, Lender shall be obligated to the Landlord under the terms of the Lease only for the time Lender is in possession of the Property. Lender shall have no further obligation to Landlord and shall be deemed to be released by Landlord from the terms of the Lease when Lender relinquishes possession of the Property. Lender shall have no obligation to undertake any further remedies whatsoever and has no obligation to Mortgagor to cure any defaults under the Lease, except as specifically and expressly undertaken by Lender.

CONDEMNATION. Mortgagor and Landlord will give Lender prompt notice to any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in

connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Grantor's Copy of Documents. Lender agrees to provide Grantor with a conformed copy of both the Note and this Mortgage at the time they are executed or within a reasonable time after recording this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Minnesota without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Minnesota.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Rice County, State of Minnesota.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Quality Aviation, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto, or common law, and shall also include pollutants, contaminants, polychlorinated biphenyls, asbestos, urea formaldehyde, petroleum and petroleum products, and agricultural chemicals.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Quality Aviation, Inc..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note

or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lease. The word "Lease" means the lease of the Property dated November 10, 2025, between City of Faribault, Landlord and Grantor.

Lender. The word "Lender" means Reliance Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated December 12, 2025, **in the original principal amount of \$569,059.84** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is December 12, 2030.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

QUALITY AVIATION, INC.

By: _____
Jill M Serres, President of Quality Aviation, Inc.

LANDLORD:

CITY OF FARIBAULT

By: _____
Jessica Kinser, City Administrator of City of Faribault

By: _____
Thomas Spooner, Mayor of City of Faribault

This Mortgage was drafted by:

Loan Operations
Reliance Bank
2300 NW 30th St
Faribault, MN 55021

CORPORATE ACKNOWLEDGMENT

STATE OF _____

) ss

COUNTY OF _____

)

This instrument was acknowledged before me on _____, 20____ by **Jill M Serres, President of Quality Aviation, Inc..**

Signature of Notarial Officer

Title (and Rank)

My commission expires _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____

) ss

COUNTY OF _____

)

This instrument was acknowledged before me on _____, 20__ __ by **Jessica Kinser, City Administrator of City of Faribault and Thomas Spooner, Mayor of City of Faribault.**

Signature of Notarial Officer

Title (and Rank)

My commission expires _____

Exhibit A

All that part of the Southeast Quarter (SE1/4) of Section Fourteen (14), Township One Hundred Ten (110) North of Range Twenty-one (21) West which lies south and west of the Faribault and Shieldsville Road, except Parcel 245, on the Plats designated as State Highway Right of Way Plats Numbered 66-1 and 66-2, Rice County, Minnesota; AND The Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) , Section Fourteen (14), Township One Hundred Ten (110) North of Range Twenty-one (21) West of the Fifth Principal Meridian, in Rice County, Minnesota; AND The West Eight Hundred (800) feet of the South Three Hundred and Thirty (330) feet of the Northeast Quarter of the Southwest Quarter (NE1/4 of SW1/4) of Section Fourteen (14), Township One Hundred Ten (110) North, Range Twenty-one (21) West, Rice County, Minnesota; AND The Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 14, Township 110 North, Range 21 West of the 5th P.M., excepting therefrom the south 330 feet of the west 800 feet, Rice County, Minnesota; AND The Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 14, Township 110 North, Range 21 West of the 5th P.M., Rice County, Minnesota.

Abstract Property

PRIVATE HANGAR LAND LEASE AGREEMENT

This agreement, made this 9th day of December, by and between the CITY OF FARIBAULT (the “City”) and Quality Aviation, Inc. (the “tenant”), is for the purpose of outlining the rights and responsibilities of the parties to this Agreement. The parties to this Agreement do agree as follows:

1. **Lease of airport property:** The tenant leases from the City a private hangar lot, as described on Exhibit A. The lot is situated upon the Faribault Municipal Airport, an airport owned by the City. The lot is leased together with land and any improvements that may have been placed on it. This lease is for lot #1209 (hereinafter referred to as “lot” or “premises”).
2. **Use of the airport:** The tenant has the privilege of using the public portions of the airport in common with other users. Tenant shall have the right to conduct all operations authorized pursuant to the terms of this lease, provided, however, that this lease shall not be deemed to grant to tenant, or those claiming under tenant, the exclusive right to use any part or portion of the airport other than the premises. Use of the airport is subject to the rules and conditions as now exist or may be enacted in the future by the City, the State of Minnesota, or the United States government. The tenant is subject to customary charges for such use as may be established from time to time by the City. The City reserves the right to enter, at any time, upon the leased land as described in this agreement and any building on said land for the purpose of inspection to determine compliance with all terms of this agreement. Reasonable efforts will be made to notify tenant of such entry before entry is made.
3. **Term of this agreement:**
 - a. **Initial Term**

The term of this lease shall be (20) years (“Term”), commencing on December 9, 2025, (“Commencement Date”) and expiring, unless earlier terminated, on December 9, 2045.
 - b. **Holding Over**

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

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

An annual sum of \$.1989 (2025) per square foot per year, as determined by the outside dimensions of the building, is due each year. Lease payments are due in advance annually by the 1st day of January, beginning on January 1, 2026.

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

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

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

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

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

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

During construction of the building, the tenant and/or tenant's contractor shall provide a certificate of insurance showing liability limits of at least \$1 million and name the City as an Additional Insured and shall provide insurance with respect to tenant's full indemnification and defense responsibilities contained in this lease. All required insurance policies shall insure on an occurrence and not a claims-made basis, shall be issued by insurance companies which are reasonably acceptable to the City, and shall not

be cancelable, reduced or materially changed unless thirty (30) days prior written notice shall have been given to the City. The City must approve insurance coverage before construction begins. The tenant and/or tenant's contractor shall protect the City from liability to persons or property for damages arising out of the construction or customary use of the building prior to obtaining an occupancy permit from the City. The tenant shall provide the City with a current certificate of liability insurance consistent with these requirements.

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

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

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

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

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

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

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

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

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

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

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

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

9. **Default**

a. **Events of Default**

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

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

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

b. City Remedies

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

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

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

c. Cumulative Default

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

d. Default of Other Agreements

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

10. Termination provisions:

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

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

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

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

11. Liability provisions; Indemnification; Insurance:

Notwithstanding anything to the contrary in this lease, the City, its officers, agents, and employees shall not be liable or responsible in any manner to the tenant, tenant's successors or assigns, the tenant's contractor or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this lease or the performance of this lease, nor will the tenant make any claim against the City for or on account of any injury, loss or damage resulting from the tenant's property or use thereof.. The tenant, and the tenant's successors or assigns, agree to protect, defend and save the City, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting services, and other technical, administrative or professional assistance. Nothing in this lease shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.

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

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

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

13. **Discrimination provision:** The tenant, in the use of the Faribault Municipal Airport, shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, or national origin or in any manner prohibited by Part 21 of the Regulations of the Office of the United States Secretary of Transportation, and the tenant further agrees to comply with any requirement made to enforce such regulation which may be demanded of the City by the United States Government under authority of said Part 21.
14. **Civil Rights:** Tenant agrees that it will comply with applicable laws, statutes and rules that are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates tenant or its transferee for the period during which federal assistance is extended to the airport, except where federal assistance is to provide, or is in form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (1) the period during which the property is used by the sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (2) the period during which the airport sponsor or any transferee retains ownership or possession of the property.
15. **Laws, rules and regulations:** The tenant shall abide by and conform with all laws, rules, and regulations, including future amendments thereto, controlling or in any manner affecting the tenant relative to the use or occupancy of the tenant.
16. **Commercial Use:** Tenant must indicate to City at time of signing that the leased property will be used to conduct commercial activities and obtain written permission from the City to conduct such activities. Any wish to alter the use of the property to include commercial activity during the term of this agreement requires prior written consent of the City. Failure to notify the City and obtain written consent as described above shall be grounds for immediate termination of this agreement. Commercial activities include repair, restoration, maintenance or rental of aircraft. No commercial activity which is not directly related to aeronautics is permitted. No outdoor storage of planes or equipment is permitted in the hangar area. Any hangar constructed or used to conduct commercial activities shall comply with any all applicable City of Faribault building code requirements for commercial buildings.
17. **General Provisions**
- a. **Airport Access**
- Tenant has the privilege of using the public portions of the airport, such as runways and other public facilities, under such terms, ordinances, rules and regulations as now exist or may be enacted by City, and subject to charges for such use as may be established by City, by ordinance or agreement with tenant.

b. Waiver

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

c. Headings

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

d. Entire Agreement; Amendments

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

e. Severability

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

f. Choice of Law and Venue

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

g. Public Data

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

h. Commitments to Federal and State Agencies

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

i. Successors

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

j. Relationship of Parties

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

k. Multiple Parties

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

l. Consent and Approvals

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

m. Notice

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

If to the City: City of Faribault
 Department of Public Works
 1200 Belview
 Faribault, MN 55021

If to the tenant: Quality Aviation (Jill Serres)
 29607 Gerlach Way
 Cannon Falls, MN 55009

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

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

CITY OF FARIBAULT:

Dated: _____ By: _____
Thomas J Spooner, Mayor

Attest: _____
Jessica L. Kinser, City Administrator

TENANT:

Dated: _____ By: _____
Tenant

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me on this 8th day of December 2025, by Jessica Kinser, the City Administrator, of the City of Faribault, a political subdivision under the laws of the State of Minnesota, on behalf of the City.

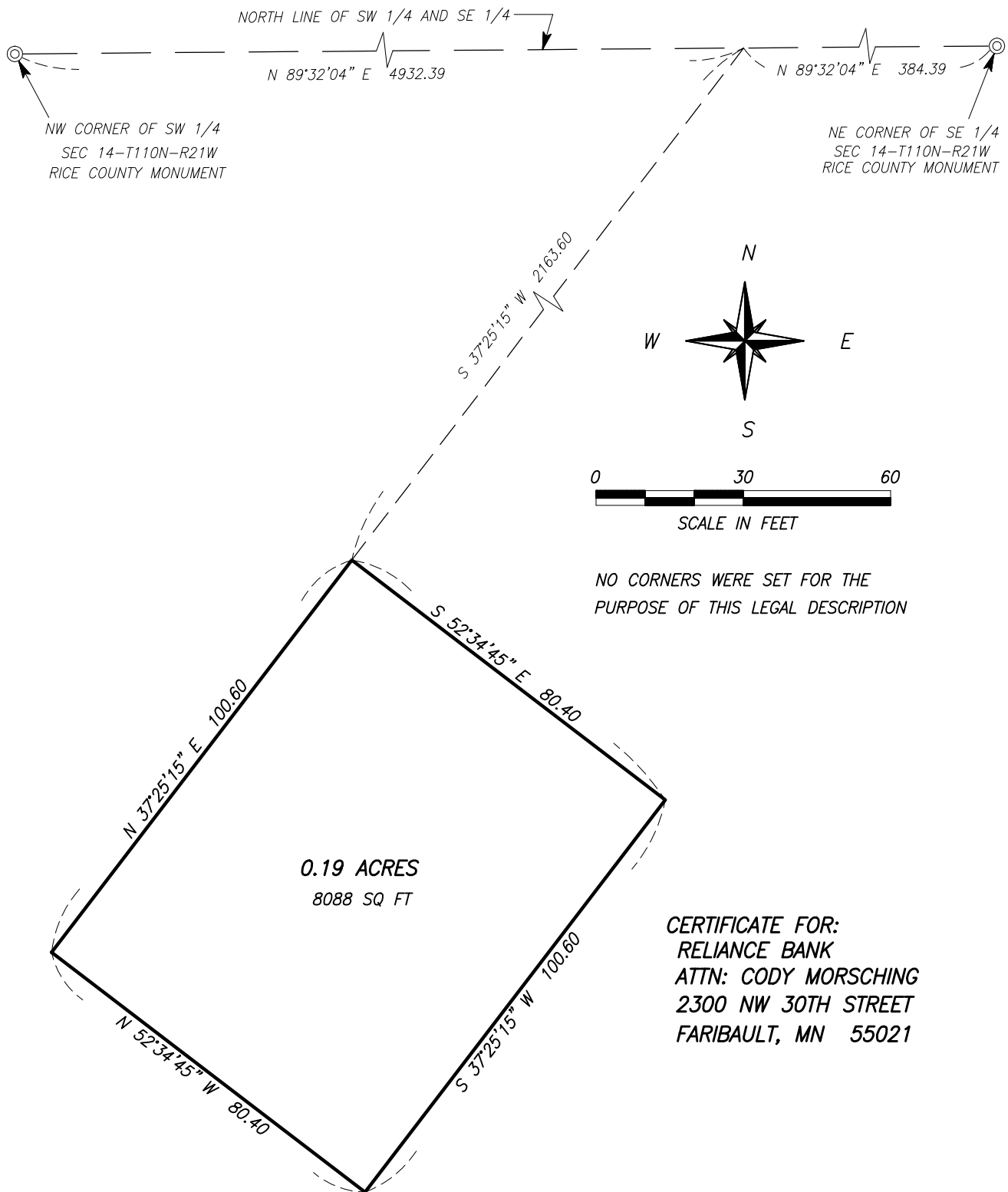
[S E A L]

Notary Public

Subscribed and sworn to before me

this ____ day of _____, 2025.

Exhibit A



LEGAL DESCRIPTION:
That part of the Southeast Quarter of Section 14, Township 110 North, Range 21 West, Rice County, Minnesota, described as follows: Commencing at the northwest corner of the Southwest Quarter of said Section 14; thence North 89 degrees 32 minutes 04 seconds East (assumed bearing) along the north line of said Southwest Quarter and the Southeast Quarter of Section 14, a distance of 4932.39 feet; thence South 37 degrees 25 minutes 15 seconds West 2163.60 feet to the point of beginning of the land to be described; thence South 52 degrees 34 minutes 45 seconds East 80.40 feet; thence South 37 degrees 25 minutes 15 seconds West 100.60 feet; thence North 52 degrees 34 minutes 45 seconds West 80.40 feet; thence North 37 degrees 25 minutes 15 seconds East 100.60 feet to the point of beginning.
Containing 8088 square feet (0.19 acres), more or less.
Subject to all easements and restrictions
of record, if any.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

DECEMBER 3, 2025
Dated: David G. Rapp
David G. Rapp
Minnesota Registration No. 22044

RAPP LAND SURVEYING, INC.
45967 HIGHWAY 56 BLVD
KENYON, MN 55946
612-532-1263

DRAWN BY: DGR	DATE: 12-3-25	PROJECT NO. D25322
SCALE: 1"=30'	SHEET 1 of 1 sheet	BOOK/PAGE N/A



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: December 9, 2025
SUBJECT: Resolution 2025-330 Adopt Revised City Council Rules and Procedures

Background:

The City Council reviewed the Council Rules and Procedures at the November 4th work session. The changes coming from that review are related to section 6 and preparation of the agenda. The language in this section has been modified to no longer require the agenda to be published in the City's official newspaper, but a notice of the meeting which will provide ways in which the agenda can be accessed. No other changes or modifications are proposed.

This review satisfies the annual review for 2026.

Recommendation:

Approve Resolution 2025-330

Attachments:

1. Resolution 2025-330 Adopt Revised Council Rules and Procedures
2. 2026 Council Rules and Procedures

CITY OF FARIBAULT

RESOLUTION #2025-330

ADOPT REVISED CITY COUNCIL RULES AND PROCEDURES

WHEREAS, the City Council adheres to an approved set of rules and procedures as adopted; and

WHEREAS, annually the City Council reviews the City Council Rule and Procedures for any changes or modifications; and

WHEREAS, a review in advance of fiscal year 2026 found the section related to agenda preparation needed modification based on recent decisions to forgo publishing the Council meeting and work session agendas in the official newspaper of the City.

NOW, THEREFORE BE IT RESOLVED, that the City of Faribault adopts revised City Council Rules and Procedures for 2026.

Date Adopted: December 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



City Council Rules and Procedures

Adopted December 9, 2025

Section 1. Purpose.

- Subd. 1. General. It is recognized that in order to enhance the concept of effective and democratic government, it is essential that the City Council, as a legislative body, establish formal rules of procedure so that a true deliberative process is observed and not disturbed.

Section 2. General.

- Subd. 1. Law. The City Charter, Ordinances and State Statutes governing the City Council shall be followed and supplemented by these Rules.
- Subd. 2. General Rules. In all matters of parliamentary procedures, the Council shall be governed by the latest printed edition of Robert's Rules of Order (Newly Revised Edition) as published from time to time except as otherwise provided by Charter or by these Rules and Procedures.

Section 3. Meetings.

- Subd. 1. Organizational Meeting. The Council shall conduct an Annual Planning Session at its first meeting in January of each year or as soon as practical thereafter. Topics for this meeting include organizational issues; committee assignments; tentative meeting schedules; goals, objectives, and priorities; and other related matters.
- Subd. 2. Regular Meetings. Regular meetings of the City Council shall be held on the second and fourth Tuesdays of each month at 6:00 p.m. at City Hall, unless otherwise specified in the published agenda. Meetings may be adjourned from time to time to a specified date. Notice for regular meetings shall be as required by law. If the Council decides to hold a meeting at a different time or place, it must give the notice required by law for a special meeting.
- Subd. 3. Council Work Sessions. Work Sessions shall typically be held on the first and third Tuesdays of each month, and optionally on a fifth Tuesday, at 6:00 p.m. at City Hall, unless otherwise specified in the published agenda. All Work Sessions shall be open to the public except as

otherwise permitted by law. Items to be studied at a Work Session shall be limited to those items contained in the notice. Any Council member may request that an item of business be placed on a Work Session meeting agenda. The City Administrator will determine what other items will be placed on Work Session agendas, shall determine the date items will be brought forward, and shall establish the order of the items on the agenda. No formal or final action may be take on any matters presented or discussed in a Work Session, but direction may be given to City staff.

- Subd. 4. Special Meetings. Special meetings are meetings of the City Council that are held at a time or location different from that of a regular meeting. The Mayor, any three members of the Council, or the City Administrator may call a special meeting of the City Council. Notice for special meetings shall be as required by law.
- Subd. 5. Emergency Meetings. An emergency meeting is a special meeting called because of circumstances that, in the judgment of the City Council or the City Administrator, require immediate consideration. Notice for emergency meetings shall be as required by law.
- Subd. 6 Ad Hoc Committees. The Council may create Ad Hoc Committees to research and explore solutions to problems, address specific issues, and/or brainstorm on projects. An Ad Hoc Committee will be comprised of the Mayor and two additional Council members, appointed by the Council. The Council may also designate one or more City staff members to support the activities of the Ad Hoc Committee. Each Ad Hoc Committee will have a limited scope of study, and shall have no decision-making authority. Notice for Ad Hoc Committee meetings shall be as required by law. Summaries and recommendations of Ad Hoc Committee work will be reported to the full City Council as requested. The Ad Hoc Committee will be discontinued upon the completion of their assigned work.
- Subd. 7 Closed Session. The Council may move from an open meeting into a closed session for certain matters allowed under State law. Some of the more common matters that may be considered in closed session are attorney-client privilege/litigation, sale or purchase of real or personal property, labor negotiations, and performance evaluations for an individual subject to the Council's authority. The Council is required to follow the procedures for closed meetings as outlined in applicable laws, to include providing a statement as to the legal authority it has to close the meeting, and describe what it will discuss at the closed meeting.

Section 4. Presiding Officer.

- Subd. 1. Who Presides. The Mayor shall be the Presiding Officer, and preside at all meetings of the Council. In the absence of the Mayor, the Vice Mayor shall be the Presiding Officer of the Council. In the absence of both the Mayor and Vice Mayor, the Presiding Officer shall be the Council member present with the most seniority. The Presiding Officer shall have the right to vote on all matters, but shall have no veto power. Every Council member, Staff member, or member of the public shall respectfully address the Presiding Officer by his or her title followed by his or her last name, and shall not speak further until recognized by the Presiding Officer. The Presiding Officer shall have the power to preserve strict order and decorum at meetings, enforce these Rules and determine without debate, subject to the final decision of the Council on appeal, all questions of procedure and order. The City Attorney, or the City Administrator in the City Attorney's absence, shall act as parliamentarian.
- Subd. 2. Appeal of the Ruling of the Presiding Officer. Any member of the Council may appeal from a ruling of the Presiding Officer. If the appeal is seconded, the member may speak once solely on the question involved and the Presiding Officer may explain the ruling, but no other Council member shall participate in the discussion. The appeal shall be sustained if it is approved by a majority vote of the Council.

Section 5. Secretary of the Council.

- Subd. 1. Secretary of the Council. The Secretary of the Council shall be the City Clerk or his or her designee.
- Subd. 2. Journal. It shall be the duty of the Secretary to keep official records (referred to as a "journal" in Section 3.02 of the City Charter) of the proceedings of the Council and perform such duties as may be required by the Charter or the Council. The Secretary shall not allow the official records of the City to be taken from his or her custody without the knowledge and consent of the Council. The official records may consist of written documents, audio and/or video recordings, and electronic documents and/or recordings. The Secretary will make a recording of Council meetings for reference, but the approved minutes will be the official record of Council meetings.
- Subd. 3. Minutes. The Secretary shall prepare the minutes of the preceding meeting of the Council and place them in the agenda packet. The Council shall review the minutes at the meeting and may correct any mistake or omission. Once the minutes are approved by the Council, copies of the minutes must be made available to the public in the City Administrator's Office and placed on the City web site.

Section 6. Agenda; Meetings.

- Subd. 1. Matters for Consideration. Matters for Council action, other than those requested by Council and/or Staff, shall be submitted by members of the public to the City Administrator. Persons wishing to place an item of business upon the agenda shall advise the City Administrator of the particular item of business not later than noon of the Wednesday immediately preceding the date of the Council meeting. The City Administrator shall make the determination as to when, and in which section of the agenda, items shall be brought to the Council for consideration.
- Subd. 2. Preparation. An agenda of business for each regular and special meeting shall be prepared in the Office of the City Administrator in advance of the meeting and publicly noticed/published as required by law. Notices of the regular meeting and work sessions shall be published in the official City newspaper. The agendas shall be posted in City Hall and on the City website so as to provide the public with timely and accurate notice of regular City Council meetings and work sessions.
- Subd. 3. Notification of Absence. A Council member shall notify the City Administrator if he or she is going to be absent at the meeting as soon as practicable.
- Subd. 4. Order of Business at Regular Meetings. At the hour appointed for the regular meeting of the City Council, the meeting shall be called to order by the Presiding Officer. The roll of the members shall then be called by the Secretary by the appellation "Council member" and the last name of each Council member in alphabetical order, and the Presiding Officer shall be called last. A majority of the members of the Council shall constitute a quorum for the transaction of business. If a quorum is present, the City Council shall then proceed with its business in the following order:
- Item No. 1 - Call to Order/Roll Call/Pledge of Allegiance
 - Item No. 2 – Approve Agenda
 - Item No. 3 - Presentations/Introductions
 - Item No. 4 - Approval of the Minutes
 - Item No. 5 - Requests to Be Heard
 - Item No. 6 - Consent Agenda
 - Item No. 7 - Public Hearings
 - Item No. 8 - Items for Discussion
 - Item No. 9 - Bids
 - Item No. 10 - Board and Commission Reports, Announcements and Project Updates
 - Item No. 11 - Adjournment

- Subd. 5. Varying Order of Business. The order of business may be varied by the Presiding Officer.
- Subd. 6. Consent Agenda. Matters for the Council of a routine or non-controversial nature which need minimal Council deliberation shall be placed on the agenda as Consent Agenda. Consent Agenda items are to be approved by the Council by one motion unless a Council member requests separate action. If a Council member requests that an item be considered separately, it shall be removed from the Consent Agenda items and placed upon the regular agenda for debate immediately following the Consent Agenda items.
- Subd. 7. Items Not on the Agenda. The Council may consider items not appearing on the agenda as normal business if an objection is not raised by the Mayor or a Council member. If an objection is raised, a vote shall be taken by the Council to determine the appropriateness of further consideration of the matter at that time.
- Subd. 8. Public Participation. Members of the public may address the City Council during:
- a. Requests to be Heard. This portion of the meeting shall be limited to 15 minutes and individuals shall be requested to limit their comments to three minutes or less. If a majority of the Council determines that additional time on a specific issue is warranted, then discussion on that issue may be continued. In order to address the Council during the Requests to be Heard portion of the meeting, an individual must sign up on the sign-up sheet located in the Council chambers before the beginning of the meeting. The City Council will not take immediate action on matters brought up by individuals during Requests to be Heard. If action is requested by the individual, the Council may refer the matter to City staff or to a Council Work Session, or place the matter on the agenda of a future Council meeting.
 - b. Public Hearings.
 - c. At other such times as may be allowed by the Presiding Officer. Public comment is typically not permitted at Work Session or Ad Hoc Committee meetings except in the case of persons presenting information or as otherwise may be deemed by the Presiding Officer to have information that will be helpful for the Council to better understand and consider the topic being reviewed.

- Subd. 9. Written Communications on all Matters. All interested parties or their authorized representatives may address the Council by written communication regarding all matters under the Council's consideration. The City Administrator shall copy these communications to the Council and forward said communications with the Council meeting packet if possible. If written communications are received after the meeting packets are delivered to the Council, such communications shall be handed out at the meeting.

Section 7. Voting.

- Subd. 1. Procedure. Items on the agenda may be debated prior to the submission of an ordinary motion. The withdrawal of either the motion or the second to a motion shall terminate debate on the motion. The Presiding Officer shall restate any motion if requested to do so by a member of the Council. The votes of the members of the council on any ordinance shall be by roll call vote. The votes of the members on any resolution or motion shall be by voice vote, unless the Presiding Officer or any member of the Council requests that a roll call vote be taken. The Presiding Officer shall call for a roll call vote whenever a voice vote of the Council is not clear as to the disposition of the action before the Council.
- Subd. 2. Voting; Excuse; Failure. Every Council member present at the meeting must vote, unless the Council, for special reasons, has excused a Council member from voting prior to the calling of the roll or the Council member has a conflict of interest. Any Council member, who being present when his or her name is called fails or refuses to vote upon any then pending proposition, unless previously excused by the Council, shall be counted as having voted in the negative.
- Subd. 3. Voting Order for Roll Call. The Secretary shall call for the vote in alphabetical order of last name. The Presiding Officer shall always vote last.

Section 8. Rules of Decorum.

- Subd. 1. Council. While the Council is in session, Council members must preserve order and decorum. A member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Council nor disturb any member while speaking or refuse to obey the orders of the Presiding Officer.
- Subd. 2. Staff. Members of City staff shall observe the same rules of order and decorum that are applicable to the City Council.

- Subd. 3. Recognition. No member of the Council, City staff person, or member of the public shall address the Council without first being recognized by the Presiding Officer.
- Subd. 4. Pertinent to Matter Under Debate. Members of the Council, staff, and the public shall confine remarks to the matter under debate.
- Subd. 5. Addressing the Council. Council members and City staff shall respectfully address one another using his or her title followed by his or her last name. If agreed upon by the City Council, less formal address may be allowed during work sessions. Each member of the public addressing the Council shall step up to a microphone provided for the use of the public after being recognized by the Presiding Officer and give his or her name and address in an audible tone of voice for the record, state the subject to be discussed and state who he or she is representing if representing an organization or other person. All remarks shall be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the Council, without permission of the Presiding Officer. No question may be asked of a Council member or a member of City staff without the permission of the Presiding Officer.
- Subd. 6. Spokesperson for a Group of Persons. In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the Council on the same subject, it shall be proper for the Presiding Officer to request that a spokesperson be chosen by the group to address the Council and, in case additional matters are to be presented by any other member of said group, to limit the number of such persons addressing the Council.
- Subd. 7. After Motion. After a motion has been made or a public hearing has been closed, no member of the public shall address the Council from the audience on the matter under consideration without first securing permission to do so by a majority vote of the City Council.
- Subd. 8. Conduct. Any member of the Council, City staff, or person indulging in personalities or making impertinent, slanderous or profane remarks or who willfully utters loud, threatening or abusive language, or engages in any disorderly conduct which would impede, disrupt or disturb the orderly conduct of any meeting, hearing or other proceeding, shall be called to order by the Presiding Officer and, if such conduct continues, may at the discretion of the Presiding Officer, be ordered removed.
- Subd. 9. Members of the Audience. No person in the audience shall engage in disorderly conduct such as hand clapping, stamping of feet, whistling,

using profane language, yelling and similar demonstrations, which conduct disturbs the peace and good order of the meeting.

Section 9. Enforcement of Decorum.

- Subd. 1. Warning. All persons shall, at the request of the Presiding Officer, be silent. If, after receiving a warning from the Presiding Officer, a person persists in disturbing the meeting, said officer may order this person removed from the meeting. If this person does not leave willingly, the Presiding Officer may call a recess and order that person be removed by the Sergeant-at-Arms.
- Subd. 2. Sergeant-at-Arms. The Chief of Police, or such member or members of the Police Department, shall be Sergeant-at-Arms of the Council meetings. The Chief or other Police Department representative shall carry out all orders and instructions given by the Presiding Officer for the purpose of maintaining order and decorum at the Council meeting. Upon instruction of the Presiding Officer, it shall be the duty of the Sergeant-at-Arms to remove from the meeting any person who intentionally disturbs the proceedings of the Council.
- Subd. 3. Motions to Enforce. Any Council member may move to require the Presiding Officer to enforce these rules and the affirmative vote of a majority of the Council shall require the Presiding Officer to do so.
- Subd. 4. Suspension or Amendment of Rules. These Rules shall not be suspended, altered, or rescinded except upon the affirmative vote of a majority of the members of the Council.
- Subd. 5. Special Adjournment. In the event that any meeting is willfully disturbed by a group of persons so as to render the orderly conduct of such meeting unfeasible and when order cannot be restored by the removal of individuals who are creating the disturbance, the meeting may be adjourned with the remaining business considered at the next regular meeting.
- Subd. 6. Special Meetings. If the matter being addressed prior to adjournment is of such a nature as to demand immediate attention, the Presiding Officer may adjourn the meeting to another date.

Section 10. Cameras and Recording Devices.

- Subd. 1. Use of Cameras and Recording Devices. Cameras, including television and motion picture cameras, electronic sound recording devices and any other mechanical, electrical or electronic recording device may be used

during any public meeting, but only in such a manner as will cause no interference with or disturbance of the proceedings of the Council.

Section 11. Severability.

Subd. 1. General. If any section, subsection, sentence, clause, phrase, or portion of these Rules is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

THESE RULES WILL TAKE EFFECT and be in force from and after their adoption by the Council and any and all prior rules are hereby rescinded.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: December 9, 2025
SUBJECT: Resolution 2025-341 Approve Hiring Police Officer

Background:

Due to resignation, there is a need to hire a Police Officer. The position was posted from September 4, 2025, to October 3, 2025.

Six applications were received, reviewed, scored, and interviewed. The interview panel consisted of Police Administration staff. From those interviews, staff selected Todd Bristol for the recommendation for hire.

Resolution 2025-341 recommends the hiring of Todd Bristol. Todd would be hired at grade I6 based on the LELS CBA 2025.

Recommendation:

Approve resolution 2025-341, approving the hiring of Todd Bristol as Police Officer.

Attachments:

1. Resolution 2025-341 Approve Hiring Police Officer

CITY OF FARIBAULT

RESOLUTION #2025-341

APPROVE HIRING POLICE OFFICER

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

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

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

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Todd Bristol be extended an offer of employment to fill the vacant Police Officer position.

Date Adopted: December 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:
MEETING DATE: December 9, 2025
SUBJECT: Resolution 2025-342 Amend the 2025 Adopted Budget for the General Fund

Background:

As was presented at the December 2nd work session, an amendment to the revenues of the General Fund is needed to better reflect the revenues actually received in 2025. This amendment impacts many different accounts, and will put the General Fund at a budgeted surplus of less than \$10,000 once approved. There is also one proposed expenditure amendment. This is to remove the \$60,000 budget for contingency to the Finance department. The costs of the audit preparation work greatly exceeded what was budgeted, and this will help defray some of the costs. Overall no significant expenditure amendment is recommended as it appears that most departmental costs will come in as budgeted.

Recommendation:

Approve Resolution 2025-342

Attachments:

1. Resolution 2025-342 Budget Amendment General Fund

CITY OF FARIBAULT

RESOLUTION #2025-342

AMEND THE 2025 ADOPTED BUDGET FOR THE GENERAL FUND

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:

Org/Object	Amount	Purpose
Admin 31410	(120,000)	Establish lodging tax budget
Admin 32110	(125)	Increase budget based on actual revenues
Admin 32160	100	Decrease budget based on actual revenues
Admin 32190	(250)	Increase budget based on actual revenues
Admin 36220	5,938	Decrease due to relcass of lease revenue
Admin 36240	(1,666)	Increase budget based on actual revenues
Aquatic 34720	(7,000)	Increase budget based on actual revenues
Aquatic 34740	9,467	Decrease based on actual FFAC revenues
Aquatic 34780	2,600	
Aquatic 34920	1,200	
CC Admin 32275	(120)	
CC Admin 34720	(39,200)	Increase budget based on actual revenues
CC Admin 34780	(48,000)	
CC Admin 34920	(350)	
CC Admin 36200	(1,235)	
CC Admin 36230	(4,573)	
CC Admin 36240	21,740	Decrease budget based on actual revenues
CodeInsp 32211	73,000	Decrease based on less State work occurring
CodeInsp 32220	10,000	Decrease budget based on actual revenues
CodeInsp 32225	(45,000)	Establish mechanical permit budget
CodeInsp 32230	10,000	Decrease budget based on actual revenues
CodeInsp 32270	(3,000)	Increase budget based on actual revenues
CodeInsp 34104	(32,000)	

Org/Object	Amount	Purpose
CodeInsp 34106	14,500	Decrease based on less State work occurring
CodeInsp 34110	(1,000)	Increase budget based on actual revenues
CodeInsp 35102	(3,000)	
CodeInsp 36200	(1,150)	
Council 39998	(396,969)	Increase to remove negative revenue; increase based on estimated fund balance use
Fin 34107	1,000	Decrease budget based on actual revenues
Fin 34108	25,665	
Fin 36240	(100)	Increase budget based on actual revenues
Fire 32235	(18,000)	
Fire 32240	(2,000)	
Fire 33422	(86,145)	
Fire 34201	(117)	
Fire 36200	(202)	
Fire 36230	(4,913)	
Fire 36240	(286)	
GF Govt 31020	(60,000)	Establish budget for delinquent tax revenue
GF Govt 31030	(5,000)	Increase budget based on 2024 actual
GF Govt 31035	(2,000)	Increase budget based on actual revenues
GF Govt 31040	(7,407)	
GF Govt 31410	120,000	Remove lodging tax budget
GF Govt 31810	35,000	Decrease cable franchise fee revenue
GF Govt 36101	(5,100)	Increase budget based on actual revenues
GF Govt 36200	4,500	Decrease budget based on actual revenues
GF Govt 36215	(54,013)	Increase budget based on actual revenues
GF Govt 36240	(21,500)	
IndoorPI 34720	200,000	Remove budget; revenue placed in CC Admin or Aquatic
Library 34720	(2,250)	Increase budget based on actual revenues
Parks 34780	(16,890)	
Planning 32260	1,000	Decrease budget based on actual revenues
Planning 34103	(23,000)	Increase budget based on actual revenues
Police 32190	(2,853)	
Police 32263	500	Decrease budget based on actual revenues
Police 33160	(21,905)	
Police 33416	34,000	Decrease budget as going to different line item
Police 33422	(109,000)	Increase budget based on actual revenues
Police 33630	(15,473)	
Police 34110	3,000	Decrease budget based on actual revenues
Police 34201	(10,000)	Increase budget based on actual revenues
Police 34207	(4,000)	
Police 35200	(538)	Establish forfeited asset budget
Police 36200	400	Decrease budget based on actual revenues
Police 36230	(10,416)	Establish donation budget
Police 36230 25907	(5,000)	Establish donation budget (Safe Summer)

Org/Object	Amount	Purpose
Police 36240	(27,000)	Increase budget based on actual revenues
Police 39101	(17,850)	Establish sale of capital asset budget
PWAdmin 32261	(34,000)	Increase budget based on actual revenues
PWAdmin 32262	(1,000)	
PWAdmin 34108	(17,665)	
PWAdmin 36200	(2,213)	
PWAdmin 39101	(4,250)	
Soccer 36240	(2,887)	Establish refund/reimb budget
StrLight 36240	(14,800)	Establish refund/reimb budget
UnallGovt 48100	(60,000)	Reallocate contingency amount to audit prep expenditures
Finance 43090	60,000	

Date Adopted: December 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: Kindra Papenfus, Finance Director
MEETING DATE: December 9, 2025
SUBJECT: Resolution 2025-347 Approve Public Purchase Expenditure and Purchasing Policy

Background:

The objective of the Public Purpose Expenditure and Purchasing policy is to ensure the City's compliance with State Statute and the City Charter when spending public funds and give clear guidance to City Council and employees when making purchasing decisions. The recommended, updated policy has been reorganized and had the language simplified to promote clarity in carrying out the purchasing functions of the City. It seeks to balance the responsible stewardship of public resources with efficient operations within the City.

Specific recommended changes, updates and highlights fall into several categories:

Purchasing Authority:

- The City Administrator is authorized to sign contracts and authorize purchases up to \$25,000, per annual resolution (unchanged from prior policy)
- The City Administrator is authorized to approve the renewal of existing, budgeted professional service & intangible contracts of up to \$75,000.
- The City Administrator delegates purchasing authority of up to \$15,000 to Department Heads
- The City Administrator may authorize payment of certain contractually required payments such as TIF and Tax Abatements, as well as unexpected costs of \$500 or less
before the Council approves the claims list.

New Sections:

- Policy has been expanded to include the HRA and EDA under MN Statute 469
 - * As component units of the City, they may adopt stricter guidelines but are otherwise bound by this policy

HONESTY • RESPECT • DEDICATED • VISIONARY • ACCOUNTABILITY

- Payment of Sales Tax is addressed, along with requirements to recapture unallowed sales tax
- Purchasing requirements matrix moves to Exhibit B

Updates to Existing Sections:

- Surplus items with a value of \$500 or less or not in a condition for resale may be disposed of as waste
- Limits \$150 apparel allowance to full time employees not covered by another contract with a clothing or uniform allowance
- Recognizes the City's ERP Software - Currently Tyler MUNIS - as the recordkeeping system for purchasing and expenditures
- Incorporates MN Statue 471.345, requiring consideration of Cooperative Purchasing pricing when using the quote method of procurement
- Differentiates between purchases covered by Uniform Municipal Contract Law - which covers the purchase OR rent of real property, plus the repair and maintenance of that property- vs. other purchases.

Recommendation:

Approve the Public Purpose Expenditure and Purchasing Policy, effective January 1, 2026.

Attachments:

1. Resolution 2025-347 Approve Public Purpose Expenditures and Purchasing Policy Effective 1.1.2026
2. Public Purpose Expenditure and Purchasing Policy

CITY OF FARIBAULT

RESOLUTION #2025-347

APPROVE PUBLIC PURPOSE EXPENDITURE AND PURCHASING POLICY, EFFECTIVE JANUARY 1, 2026

WHEREAS, expenditures by a public entity must be authorized by statute or Charter and also must have a public purpose; and

WHEREAS, the City of Faribault has only such powers as are determined by statute or Charter which may be necessarily and reasonably implied therefrom and may make expenditures only in the reasonable exercise of those powers; and

WHEREAS, the City Council wishes to define certain practices and procedures as they relate to public purpose expenditures and purchasing practices; and

WHEREAS, the Public Purpose Expenditures and Purchasing Policy is presented with amendments that comply with the Minnesota Office of the State Auditor and the League of Minnesota Cities.

NOW, THEREFORE BE IT RESOLVED, that the City of Faribault adopts the attached Public Purpose Expenditures & Purchasing Policy, with an effective date of January 1, 2026 .

Date Adopted: December 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Public Purpose Expenditure and Purchasing Policy

Date Adopted: December 9, 2025

Date Effective: January 1, 2026

1. PURPOSE

The purpose of this policy is to establish guidelines for purchases made on behalf of the City of Faribault. Pursuant to provisions of the Faribault City Charter and the statutes and laws of the State of Minnesota, which permit and require the expenditure of public funds for public purposes, this policy establishes guidelines for purchases made by the officials, employees and representatives of the City of Faribault. The policy has the following objectives:

- A. Ensure compliance with Minnesota Public Purpose Doctrine.
- B. Ensure compliance with the Faribault City Charter, Chapter 7 – Taxation and Finances.
- C. Ensure compliance with applicable state laws, particularly Minnesota Statute §471.345, Uniform Municipal Contracting.
- D. Provide clear guidance to City Council and City employees to ensure purchasing decisions result in the best use of tax dollars for constituents.
- E. Encourage purchases from local and state vendors when cost effective.
- F. Maintain fair, open competition and avoid conflicts of interest.

2. GUIDELINES

- A. The Constitution of the State of Minnesota, Article X, Section 1, provides that taxes shall be levied and collected for public purposes. The Minnesota Public Purpose Doctrine provides that for an expenditure of public funds to be lawful, there must be specific or implied authority for the expenditure in state statute or the City's Charter and it must be a public purpose expenditure. To be considered a public purpose expenditure the activity must meet all the following criteria:
 - 1. It benefits the city as a body.
 - 2. It is directly related to functions of government.
 - 3. The primary objective is not the benefit of a private interest, instead it promotes the public health, safety, general welfare, security, prosperity, and contentment of all city residents.

Exhibit A provides additional guidelines regarding expenditures that are authorized as being made for a public purpose, even though a limited personal employee benefit may be derived.

- B. Under State Statute and City Charter Section 7.06, the annual adoption of the budget constitutes Council appropriations for the year at the fund and department level. The City Administrator will identify Department Heads or other employees who will be responsible for each fund or department in the annual budget. These individuals will be responsible for compliance with the annual budget and for all expenditures for their departments and funds.

- C. As provided in the Faribault City Charter, Section 7.14, the City Council establishes a Public Expenditure Policy which is reviewed and approved by the City Council a minimum of biannually. In reviewing and approving the policy, the City Council considers whether the expenditures serve a public purpose. When determining the content of the policy, the City Council considers the opinion of the City Attorney and statewide sources of authority, which may include judicial determinations, Minnesota Attorney General's opinions and findings of the Office of the State Auditor.
- D. The Faribault City Charter, Section 6.05, Purchases and Contracts, provides that all contracts, bonds, and instruments of any kind to which the City is a party shall be signed by the Mayor and the City Administrator on behalf of the City and shall be executed in the name of the City.
- E. A resolution approving the administrator's purchasing and contracting authority, is executed by the City Council annually, per the Faribault City Charter, Section 6.05, Purchases and Contracts. This resolution authorizes the City Administrator to make purchases and approve contracts when the amount involved does not exceed \$25,000, and to approve budgeted renewals of professional costs & other intangibles such as software and licensing up to \$75,000. The City Administrator may delegate purchasing and signature authority as listed in 2F of this policy. Further, this policy authorizes the City Administrator to delegate their purchasing authority to department heads and their designees as described.
- F. Purchasing and budgetary control is the responsibility of each department head. The department head may designate other employees within their department to purchase goods and services in compliance with the annual budget. Department heads and their designees are authorized to make purchases of goods and services within their approved budget of up to \$15,000.
- G. All disbursements will be authorized by the City Council. All accounts, claims, and invoices will be reviewed by the Finance Department and presented to the Council for approval. The City Council has delegated its authority to the City Administrator to pay claims made against the City prior to formal authorization, when necessary to pay monthly utility, credit card, regular payroll costs, and contractually required payments that could result in late charges, unexpected costs of a value of \$500 or less.
- H. Additional purchasing limitations:
- Authorized purchasers are only allowed to authorize funds from within their department's budget. When making joint purchases, department heads must collaborate to ensure all participating departments approve.
 - Employees may not make any purchases for personal use through the City. All items purchased by the City must be delivered to a City owned location.
 - Information technology (IT) purchases should be coordinated with the City's IT Coordinator to ensure purchases are compatible with and supported by the City's IT infrastructure systems.

3. Decentralized Purchasing

The City of Faribault has a decentralized purchasing program where individual departments are responsible for making their own purchases. Procurement records will be maintained in the Finance ERP System using Projects, Contracts, Purchase Requestions / Purchase Orders and Accounts Payable functions. The following responsibilities lie with each department when contracting and purchasing

- obtain bids, proposals, or quotes according to applicable regulations and policy
- obtain W2s from new vendors and submit to finance
- obtain proof that a vendor is not debarred when making a purchase using Federal funds
- purchase in the open market when appropriate
- place orders
- receive deliveries
- code invoices according to budget and approve invoices for payment
- maintain oversight to ensure contractors perform according to the terms, conditions and specifications of their contracts or performance agreements
- maintain records of the contracting & procurement process in accordance with applicable laws, funding requirements and city policy

4. Types of Contracts and Purchases

Different categories of purchased goods and services have different statutory requirements as described below. Refer to **Exhibit B** for a summary of these requirements.

A. Uniform Municipal Contracting Law (UMCL). It is the policy of the City that UMCL will govern all the contracts and purchases in which it applies. This includes contracts and purchases of all real and personal property: supplies, materials, equipment and equipment rental along with the construction, alteration, repair or maintenance of such property. The City will follow the contracting and bidding requirements of the UMCL based on the estimated contract cost categories as listed:

1. **UMCL Contracts Over \$175,000** require sealed bids solicited by public notice in the manner and subject to the particular requirements of the City. The sealed bids will be kept on file. The City Council approves all contracts under this category.
2. **UMCL Contracts of between \$25,000 and \$175,000** may be made by Request for Proposal (RFP), direct negotiation with multiple quotes, or with sealed bids. When direct negotiation is chosen, 2 or more quotes must be solicited (see sole source provision) but do not require advertising for bids or other aspects of competitive bidding. The City Council approves all new contracts under this category.

In accordance with Minnesota Statutes, Section 471.345 Subd. 15, for a contract estimated to exceed \$25,000, the city **must** consider the availability, price and quality of supplies, materials or equipment available through the Cooperative Purchasing Venture or another cooperative purchasing agreement before purchasing through another source.

3. **UMCL Contracts of \$25,000 or less** may be made upon quotation or in the open market. If the contract is made upon quotation, it will be based on at least 2 quotes which will be kept on file for at least one year after receipt. Purchase agreements and contracts of up to \$15,000 may be approved by the department head(s) from the department(s) making the purchase. Purchases and contracts between \$15,001 and \$24,999 require the City Administrator's approval.
- B. Professional Service Contracts. Advisory, auditing, engineering, financial, legal, personnel, technical, training, and other services that rely on an individual's specific and advanced knowledge base are considered professional services.
1. Contracts will be made only with responsible providers who have the capacity to successfully fulfill the contractual requirements.
 2. Consideration will be given to their past performance and experience, financial capacity to complete a project, the available of personnel and other appropriate criteria.
 3. Solicitation for contracts of \$15,000 and greater will be made through request for proposals advertised or distributed to potential service providers, through multiple quotes or through direct negotiation. Contracts under \$15,000 may use the open market method of procurement.
 4. Professional service providers will be selected on a best value basis, considering the difficulty of the work proposed, its value to the City, the expertise and capacity of the provider and the overall cost.
- C. Intangibles. Intangibles are items such as dues, licenses, software, and access to data & information that do not take physical form and are a more passive form of service.
1. Contracts for intangibles will be made only with responsible suppliers who have the capacity to successfully fulfill the contractual requirements.
 2. Solicitation levels follow those of Professional Service Contracts.

5. Methods of Solicitation

- A. Open Market. Open Market solicitation is used for purchases of \$15,000 or less. Purchases will be made in a way that is in the best interest of the City. It is the responsibility of each purchaser to ensure that the purchase price is reasonable using prior history or publicly available information to make price comparisons.

The City's priority is to make purchases with local businesses when their pricing is deemed reasonable. In order to maintain fair, open competition, employees will spread open market purchases among qualified local suppliers when value, which takes into account both price and quality of service, is comparative.

- B. Quotes. A quote is a firm, fixed price for a specific product or service. A minimum of 2 quotes from unrelated vendors is required to meet the quote solicitation requirement. Quotes should be in writing. If an employee is unable to obtain a written quote, they may substitute

documentation of a verbal quote which includes the supplier, date of quote, employee giving the quote, description of quoted items, and the quoted price. Quotes may be used for purchases from \$15,001 to \$174,999

- C. Cooperative Purchasing Agreement. Every effort should be used to take advantage of cooperative purchasing agreements as cost savings measures. The City will maintain its membership with the state Cooperative Purchasing Venture (CPV) Program. Using a cooperative purchasing agreement eliminates the need for multiple quotes.

For contracts exceeding \$25,000, Minnesota Statute Section 471.345 subd. 15 requires the City to consider the availability, price and quality of supplies, materials or equipment available through the state's CPV before purchasing through another source. The City may also purchase through a national municipal association's purchasing alliance or a joint powers cooperative agreement and similarly meet the bidding requirements of the state statute.

Under any cooperative purchasing method, the City Administrator or City Council, as applicable based on amount, must still approve the contract or purchase as otherwise defined by this policy.

- D. Request for Proposals (RFPs). Requests for proposal may be used to solicit proposals for professional services. Typical information to address in RFPs include:

1. Background and scope of the project
2. The project's budget to ensure that the proposals stay within that range
3. Proposal requirements should include adequate information to allow for proper review and evaluation including:
4. Description of firm and qualifications, including any specialized experience related to the project
5. A list of similar projects that the firm has completed
6. Project timetables including: estimate of hours, breakdown by hours by phase, and the City's expectation of a completion date
7. Designation of a firm principal who will be in charge of the project
8. Résumés for all personnel who will work on the project
9. Statement that either no subcontractors are allowed or that all subcontractors will be identified and are subject to the City's approval
10. Estimate of cost to provide the service, outline of fee schedule and payment schedule
11. Description of City's selection process
12. City's evaluation criteria, which typically may include:
 1. Quality and thoroughness of the proposal
 2. Similar past experience and/or experience
 3. References
 4. Cost estimate
13. Submittal deadline: date, time, project name, and addressee
14. Statement: "Proposers are solely responsible for delivery of their proposals to the City before the deadline. Any proposal received after the deadline will not be considered and will be returned."

15. Information about where questions should be directed

16. The following statement **must** be included: “The City reserves the right to reject any and all proposals, waive all technicalities and accept any proposal deemed to be in the City’s best interest.”

E. Sealed Bids. A formal sealed bid procedure is required for all Uniform Municipal Contracts of \$175,000 or more.

1. A published notice of bid is required in the official City newspaper and/or the City’s website per MN Statute 331A.03 at least ten days in advance of bid opening, except in cases where the estimated costs of the contract exceed \$350,000 or special assessments are intended to finance a local improvement project, in which case the City will follow statutory requirements. The published notice must state where the plans and specifications can be obtained by bidders and specifically, where the bid opening will be held. The notice may also be published on the City’s official web site; however, this publication is in addition to the official newspaper publication.
2. All bid openings will be administered by originating department.
3. The preparation of all specifications are the responsibility of the originating department.
4. Required authorization for all plans and specifications is the responsibility of the originating department.
5. Contract change orders may be approved by the City Administrator or his/her designee provided the total change does not exceed purchasing limitations as outlined in the City Charter.
6. The City Council must formally approve the bid contract.

F. Direct Negotiation. Direct Negotiation may be used for engaging professional services, when the requirements are highly specialized or unique and depend on the professional providing them. It requires direct engagement in dialogue between City employees and suppliers. This method allows for flexibility in negotiations and allows the City to tailor the agreement to very specific requirements. The agreement must maintain price reasonableness.

6. Solicitation Exceptions

A. Sole Source. Procurement by non-competitive proposals is referred to as sole source. Sole source purchases are discouraged, however there are some circumstances where they are necessary. Examples include when an item is available from only one supplier, often due to the need for compatibility with existing equipment or software, unique requirements, or the proprietary nature of a product. Other justifications include public utilities, unique artistic services, and compelling urgency.

Department Heads are required to justify the use of the sole source method when seeking approval for use of the method and are required to keep records supporting the use.

- B. Emergency Purchases. Occasions arise where an immediate purchase is necessary to protect life, health, or safety of citizens or to preserve the property of the City or its citizens. To the greatest extent possible, normal purchasing procedures will be followed. However, when expediency is required to mitigate an emergency situation, any or all of these procedures may be waived pursuant to Minnesota Statutes, Sections 12.29 and 12.37. If possible, the City Administrator will be contacted to approve the emergency purchase. In the absence of the City Administrator, a Department Head will approve the purchase and report to the City Administrator at the earliest opportunity. A report to the City Council will be made at the next regular Council meeting.

7. Code of Conduct

The City of Faribault holds its employees to the highest ethical standards. Purchases shall be conducted so they foster public confidence in the integrity of the City's procurement system, and open and free competition among prospective suppliers. The following code of conduct regarding purchasing conflicts of interest and the performance of its employees will be upheld:

1. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial interest or other interest in or a tangible personal benefit from a firm considered for a contract.
 1. Officers, employees, and agents of the City may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, vendors or parties to subcontracts.
 2. If the financial interest is not substantial or the gift is an unsolicited item of nominal value, it may be allowable upon review by the City Administrator.
 3. Violations of these standards by officers, employees, or agents of the City will result in disciplinary action up to and including termination.
 4. If federal funding is involved, the City must disclose in writing any potential conflict of interest to the federal awarding agency or pass-through entity.
 5. In keeping with the values and ethical standards expected from City employees, they should avoid the following practices when making purchases on behalf of the City:
 - a. Circumventing competitive bidding requirements by splitting purchases so that they can be made through several small purchases; using the emergency procedure process when no true emergency exists; using a sole source exemption when competition is available; or other manners of avoiding competitive bidding.
 - b. Denying one or more vendors the opportunity to bid on a contract using unnecessarily restrictive specifications; pre-qualifying bidders on a discriminatory basis; removing companies from a bidders list

without just cause; requiring unnecessarily high bonding; or other manners of denying opportunities for vendors to bid.

- c. Giving favored vendors an unfair advantage by providing vendors with information regarding their competition's offers in advance of a bid opening; making information available to favored vendors and not to others; giving un-favored vendors inaccurate or misleading information; or other manners to provide unfair advantages.
 - d. Avoiding the use of outside vendors by using employees of the City to provide goods or services through their personal business practices; not providing fair opportunity to vendors for all goods or services required for City operations; or other means to use City employees as an alternative to outside vendors.
- B. City employees will avoid acquisitions of unnecessary or duplicative items. In addition, each department will implement internal controls to ensure that goods and services ordered are received, that only goods and services received are paid for, that goods and services ordered are necessary and that no duplicate payments are made.
- C. City employees will seek out purchasing alternatives that result in the most economical outcomes. Consideration will be given to consolidating or breaking out purchases, lease versus purchase options, and other appropriate alternatives. In addition, Minnesota's Cooperative Purchasing Venture and other joint purchasing agreements will be considered.
- D. Construction contracts will be awarded based on Minnesota Statute §412.311 which allows the City to use a "Best Value" alternative instead of awarding the bid to the lowest responsible bidder. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, qualifications of key personnel and financial and technical resources.
- E. City employees will maintain records that sufficiently detail the history of their purchases. These records will include, but are not necessarily limited to, the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price. Sole Source procurements will include justification for using the sole source method. All bids and quotes received will be kept on file for 1 year. Procurement records will be centrally maintained in the ERP System using Projects, Contracts, Purchase Requestions / Purchase Orders and Accounts Payable functions. Contracts or Purchase Requestions / Orders are required for purchases of \$15,000 or more. Purchases of \$175,000 or more for capital building, building & parkland improvements and infrastructure also require a project number in the ERP system.
- F. Department Heads are responsible, in accordance with good administrative practice and sound business judgement, for the settlement of all contractual and administrative issues

arising out of procurements led by their department. These issues include source evaluation, protests, disputes, and claims.

- G. All procurement transactions will be conducted in a manner that provides full and open competition. For federal contracts this includes prohibiting the use of statutory or administratively imposed state or local geographical preferences, except in those cases where applicable federal statutes expressly mandate or encourage geographical preference. In addition:

1. All solicitations will provide clear and accurate descriptions of the technical requirements that must be provided for the material, product, or service to be procured.
2. All solicitations will identify the requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
3. All pre-qualified lists of people, firms, or products which are used in acquiring goods and services will be current and include enough qualified sources to ensure maximum open and free competition. The City will not preclude potential bidders from qualifying during the solicitation period.

- H. The City will take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and veterans' business enterprises are used when possible, including:

1. Placing qualified businesses and enterprises on solicitation lists.
2. Assuring that qualified businesses and enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by these businesses and enterprises.
4. Establishing delivery schedules, when requirements permit, that encourage participation by these businesses and enterprises.
5. Using the services and assistance, as appropriate, of organizations such as the Small Business Administration and the Minority Business Development Agency.
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

- I. City employees will make every effort to purchase goods and services from local vendors and award purchases to those vendors when cost effective, and when no federal funds are involved. This can be accomplished by ensuring that local and state vendors who have goods or services available are included in the competitive shopping process that will precede most purchases.

8. EDA / HRA

This policy will apply to the EDA and HRA, except where there are references to the City or Council; the EDA or HRA, as applicable, or the respective governing board of each shall be inserted instead. This policy is subject to the governing law contained in Minnesota Statutes, Chapter 469 as well as any provisions through their respective resolutions.

9. Surplus Equipment

If the purchase of items results in the need to dispose of existing city property, the following guidelines apply:

- A. City employees will make a recommendation to the City Council, and the Council will determine if the capital assets are surplus and should be subsequently sold or disposed.
- B. Council must approve the disposal of equipment via trade-in, which may be performed as part of the approval of the purchase of new equipment.
- C. Surplus capital assets in a condition for sale are to be sold at public auction, online auction or through a sealed bid process with reasonable public notice regarding the upcoming sale.
- D. Minnesota Statute §471.345, subd. 17 states that a city “may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused using an electronic selling process in which purchasers compete to purchase the surplus supplies, materials, or equipment at the highest purchase price in an open and interactive environment.”
- E. No employee of the City who is a member of the administrative department, a department head, a member of the Council, or an advisor serving the City in a professional capacity may be a purchaser of property sold under this section. Other City employees may be purchasers if they are not directly involved in the sale, if they are the highest responsible bidder in the public disposition process.
- F. City property not in a condition for sale or of a value of less than \$500 should be disposed of according to waste management guidelines.
- G. In all instances, the City will abide by applicable Minnesota Statutes in regard to the disposal or sale of capital assets.

10. Sales Tax

It is the policy of the City of Faribault to use all available sales and use tax exemptions available under Minnesota Statutes, Chapter 297A.

- A. Purchase for general government functions including tangible personal property and services are considered exempt. Employees must ensure purchases are billed directly to the City and provide vendors with a completed Minnesota Department of Revenue Form ST3, Certificate of Exemption.
- B. The following purchases are still subject to sales tax, even when purchased directly for government functions
 - 1. Construction materials purchased by a contractor or subcontractor for use on a City owned project.
 - 2. Purchases of construction materials for buildings or facilities that are not principally used by local government.
 - 3. Lodging, prepared food, candy, and soft drinks.
 - 4. Leases and purchases of motor vehicles
 - 5. Other taxes on specific products such as solid waste tax and petroleum tax
 - 6. Purchases made by an employee and reimbursed by the local government.
- C. It is the responsibility of the purchaser to recover incorrectly paid sales tax.

EXHIBIT A

Public Purpose Expenditures

Pursuant to provisions of the Faribault City Charter, Section 7.14 – Authority for expenditures, the City Council expressly authorizes expenditures related to any of the following activities to be deemed as public purpose expenditures. All benefited full time and part time employees, elected officials and commission members will follow the public purpose expenditures guidelines. Under no circumstances will expenditures be authorized as a public purpose if made for the benefit of spouses, partners, family members, or friends of employees unless those individuals are serving in an otherwise authorized capacity. Officials and employees must obtain separate receipts for authorized and non-authorized City expenditures for reimbursement and auditing purposes.

Certain awards or incentives may be considered additional compensation to employees and will be reported on the employees' W-2 form as required by law. The City's Personnel Policies provide guidelines and procedures related to clothing benefits, conference attendance and authorized travel expenses.

Permitted Expenditures

Every City expenditure must be valid based upon the public purpose for which it is expended. The following items are deemed to meet the Council definition of public purpose expenditures:

A. Employee Recognition and Retention

These permitted expenditures are intended to serve the public purpose of recruitment and retention of personnel. These practices are meant to ensure high employee productivity and morale and reduce expenses resulting from low productivity and high turnover.

1. City Employees and Retirees meeting the years of service recognition as per the Employee Recognition Award Program, not to exceed \$675 as determined by City Council.
2. Annually, in conjunction with the presentation of service award catalogs, the City may sponsor an Employee Recognition event for City employees.
3. Annually, the City may sponsor a Volunteer Recognition event to promote teamwork and coordination among the City Council, department directors, commission/committee members, and employees. This event and a token gift for volunteers also serve as de minimis compensation for the service provided by the volunteers.
4. The City supports other events that are planned and paid for by employees to encourage team building activities.
5. The City may sponsor for a cake, or similar food, in recognition of long-time service or retirement for employees, volunteers, and elected officials.

B. Employee Wellness and Safety Programs

The City Council recognizes the importance of employee fitness and health as it relates to the overall work and life satisfaction of the employee and the overall impact on the City's health insurance plan. As such, the City Council supports an Employee Wellness Committee and Program, which has been designated to educate employees on fitness and health issues.

The incentives provided to employees through the Wellness Program are considered “additional compensation” for work performed by employees and is dependent on receiving funding from year-to-year.

The Employee Safety Program supports programs to promote and maintain a safe work environment. Safety incentives may be used to recognize accomplishments with an award to the department to sponsor a team event for participating in and promoting safety practices in their respective departments.

C. Meals and Refreshments

The City Council recognizes that situations in which City business needs to be discussed and may need to occur during or adjacent to a meal hour. In addition, there are public and employee meetings and events in which reasonable refreshments may be necessary to create a more productive environment and to be responsive to participants’ time schedules. The following items meet the Council definition of public purpose expenditures regarding meals and refreshments:

1. Meals and refreshments are allowed when they are part of a meal hour meeting for official City business when it is the only practical time to meet. These meetings must have a pre-planned agenda and typically involve meetings with City Council members, Committee/Commission members, or local business or civic organizations.
2. Meals and refreshments are allowed at employee meetings and events that have the purpose of discussing City issues, part of employee training, or a City Employee Wellness, Appreciation, or Holiday Event. These meetings must have a pre-planned agenda and do not include routine staff meetings.
3. Meals and refreshments are allowed when work activities require continuous service and it is not possible to break for meals (e.g., election days, water main breaks, high profile criminal investigation, on-going emergency response activities, etc.). All non-emergency events require advance authorization by the department director responsible.
4. City sponsored training or work-related meetings where employees are required to participate or be available during break periods and/or lunch.
5. Travel expenses for employees, including meals, are outlined in the Personnel Policies.
6. No purchase of alcoholic beverages is allowed at any time.

D. Membership, Dues and Contributions

The City Council has determined that the City will fund memberships and dues (individual or organization) in professional organizations, and local social and community organizations when the purpose is to promote, advertise, improve or develop the City’s resources and advantages that advance the City’s efforts in improving economic development, civic, educational and governmental efficiency but such expenditures shall not have as their primary purpose the personal interest or gain of an individual employee.

Monetary contributions to civic organizations must be approved by the City Council during the annual budget process and/or by City resolution. Monetary contributions provided by the City must be for programs that serve our citizens and are deemed to meet the public purpose guidelines.

E. International, Cultural, and Economic Development Programs

The City Council has determined that funds may be expended for the purpose of advertising the City and its resources and advantages. Sister Cities programs, or their equivalent, are expressly authorized by this provision. Funds appropriated pursuant to this authority may be allocated for activities such as preparation or advertising materials, official travel to related events, and monuments memorializing participation in such events. Funds appropriated pursuant to this authority may further be used in any manner that the City Administrator deems appropriate for the purpose of advancing the City's interests with respect to international, cultural, or economic development activities.

F. Community Events, Festivals, and Celebrations

The City Council authorizes the allocation and expenditure of funds for the purpose of hosting or participating in community events, festivals, or celebrations. The City shall not expend any funds unless it has been determined, by the City Administrator, that participation in such event shall positively advertise the City.

G. City Apparel

The City Council recognizes the importance of allowing Elected and Appointed Officials and City employees to represent the City during the execution of tasks related to their role as members of the City and believes that providing apparel with the City's official logo is a cost-effective and efficient way for Elected and Appointed Officials and City employees to identify themselves as such and to promote the City.

The City Council authorizes the allocation of funds to purchase City apparel up to \$150 each fiscal year for all full time, permanent employees that do not have a uniform allowance or have the City provide their uniforms as part of a collective bargaining agreement. This apparel is to be worn during the performance and execution of official City duties related to their role with the City. The clothing will be treated as taxable income. The City Administrator shall oversee the selection and ordering of the official City logo apparel.

EXHIBIT B
Purchasing Requirements - Approval, Method and Recordkeeping Summary

Purchase Amount	Approval	Contract Type	Solicitation Method	ERP Record
\$0 - \$15,000	Department Head	All	Open Market	Invoice
\$15,001 - \$24,999	City Administrator	All	Cooperative Purchasing Multiple Quotes	PO or Contract
\$25,000 - \$175,000	City Council	Uniform Municipal Contract	Cooperative Purchasing <u>Consideration Required</u> Multiple Quotes Request for Proposal	PO or Contract
		Professional Service Contracts & Intangibles	Cooperative Purchasing Multiple Quotes Request for Proposal Direct Negotiation	PO or Contract
Over \$175,000	City Council	Uniform Municipal Contract	Sealed Bid	Project + PO or Contract
		Professional Service Contracts & Intangibles	Request for Proposal Direct Negotiation	PO or Contract

Purchase Amount	Approval	Contract Type	Exceptions	ERP Record
\$15,001 - \$24,999	City Administrator	All	Sole Source Emergency Purchase	PO or Contract
\$25,000 and Above	City Council	All		PO or Contract
\$15,001 - \$74,999	City Administrator	Professional Service Contracts & Intangibles	Budgeted renewals of software, licenses, leases, professional contracts	PO or Contract
\$75,000 and Above	City Council			PO or Contract

Appropriation of Funds

The cost of authorized public purpose expenditures will be included in the City's annual budget and approved by the Council as part of the overall budget approval process which includes public notification and the opportunity for public input regarding budgeted expenditures.

THIS POLICY SPECIFICALLY REPEALS AND REPLACES PRIOR CITY POLICIES AND ADMINISTRATIVE MEMORANDA RELATIVE TO PUBLIC PURPOSE EXPENDITURES AND PURCHASING POLICIES.

Approved:

Mayor

City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: December 9, 2025
SUBJECT: Resolution 2025-349 Approve Grant Agreement with Community Action Center of Northfield for Housing TIF Funds for Ridgeview Heights

Background:

The City Council discussed contributing funds on-hand in TIF District #6, which was decertified in 2023, at the August 12th, work session. These are funds that can only be used to support housing and need to be utilized quickly in order to avoid any carryover into 2026, which would require another year (and costs) of reporting in 2027. Community Action Center's Ridgeview Heights project was a prime project for the quick distribution of funds while meeting the housing goal of renting 20 percent units of housing for those at or below 50 percent AMI, which is a state requirement for these funds. Ridgeview Heights has two emergency housing units, which are 25 percent of the total units and will be rented to families at the required income level. In August, we did not know the exact dollar amount, but it is \$97,073.58.

An agreement is still being drafted by the City Attorney and will be uploaded with the agenda when available.

Recommendation:

Approve Resolution

Attachments:

1. Resolution 2025-349 Approve Agreement CAC for Housing TIF Funds
2. DOCSOPEN-#1064500-v4-Grant_Agreement

CITY OF FARIBAULT

RESOLUTION #2025-349

APPROVE GRANT AGREEMENT WITH COMMUNITY ACTION CENTER OF NORTHFIELD FOR HOUSING TIF FUNDS FOR RIDGEVIEW HEIGHTS

WHEREAS, the City of Faribault decertified TIF District #6 as of December 31, 2023, which had remaining TIF and interest proceeds since the time of decertification; and

WHEREAS, the City of Faribault may utilize the funds to support rental or ownership opportunities that meet specific income levels or return the funds to the County to be reapportioned to all tax entities; and

WHEREAS, the desire by the City is to disburse the funds prior to December 31, 2025, to avoid additional State-required reporting and accounting of these funds into the 2026 fiscal year; and

WHEREAS, the Community Action Center of Northfield has undertaken a unique construction project of eight new rental units, two of which will be emergency family housing and meet the requirements set forth for the use of the funds.

NOW, THEREFORE BE IT RESOLVED, that the City of Faribault hereby approves the attached Grant Agreement for the TIF 6 housing funds; and

BE IT FURTHER RESOLVED, the Mayor and City Administrator have the authority to execute all agreements related to this grant, including the form of a forgivable loan.

Date Adopted: December 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made on this _____ day of December, 2025, by and between the City of Faribault, a Minnesota municipal corporation (the “City”) and Community Action Shelter Associates, Inc., a Minnesota nonprofit corporation (the “CAC”).

WITNESSETH:

WHEREAS, CAC has proposed to construct approximately eight (8) units of affordable workforce housing (the “Project”), dedicating two (2) of the units to the emergency housing needs of families with children, as generally shown in the preliminary concept drawings attached as **EXHIBIT B**; and

WHEREAS, CAC has been awarded grant funding from the Minnesota Department of Human Services towards the construction costs of the Project, and will provide the remaining funding needs with financing, grants, and fundraising efforts; and

WHEREAS, CAC presented their proposal for the Project to the City at the City Council Work Session on February 6, 2024, and requested that the City donate the land to CAC as a local government contribution to the Project; and

WHEREAS, the City agreed to transfer the Property to CAC for the construction of the Project to help provide affordable workforce housing and emergency short-term housing; and

WHEREAS, the City acknowledges that housing challenges exist in the community, including a shortage of affordable workforce housing and emergency short-term housing; and

WHEREAS, the City finds there to exist within the community buildings that have a blighting influence on surrounding properties and are structurally substandard due to their poor physical condition or functional obsolescence and which, because of those conditions, threaten the health, safety and welfare of the community; and

WHEREAS, the City finds that it is in the public interest, helpful for the tax base and beneficial for the health, safety and welfare of the community as a whole to remove vacant, underutilized, obsolete, and structurally substandard buildings and to replace them with new workforce housing; and

WHEREAS, the City finds that, due to market conditions which exist today and are likely to persist for the foreseeable future, the private sector alone is not able to accomplish development of the type needed within the community and, therefore, such will not occur without public intervention; and

WHEREAS, in order to foster development in general and particularly the Project, the City established Development District No. 1 and a Development Program associated therewith, as modified, and adopted a development project plan related thereto, to implement the goals and objectives thereof, all pursuant to Minnesota Statutes, sections 469.001 through 469.047; and

WHEREAS, the City established Tax Increment Financing District No. 6 (the “District”) and adopted a tax increment financing plan related thereto, all pursuant to Minnesota Statutes, sections 469.174 through 469.1799; and

WHEREAS, the CAC has proposed to develop the Project at the Property through a project which the City believes is in the vital and best interests of Faribault and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable state and local laws and requirements for which Development District No. 1 and the Development Program associated therewith was established; and

WHEREAS, in order to the alleviate the housing challenges that exist in the community, including a shortage of affordable workforce housing and emergency short-term housing, the City desires to provide assistance in the amount of \$97,073.58 from excess and available tax increment from the District; and

NOW, THEREFORE, in consideration of the covenants and the mutual obligations of the City and CAC, each of them does hereby covenant and agree with the other to the following terms and conditions:

1. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

2. **CAC PROPERTY.** The CAC owns real property located on the southeast corner of the intersection of 1st Street NW and 1st Avenue NW, in Faribault, Minnesota as described below:

Lot 1, Block 1, FARIBAULT HILLSIDE ADDITION according to the plat thereof, on file at the County Recorder’s office, Rice County, Minnesota.

And

The East Sixty feet (60’) of Lot Four (4) and the East Sixty feet (60’) of the North Thirty-Four feet (34’) of Lot Five (5), in Block Seventy-Seven (77) of the Original Town of Faribault, Rice County, Minnesota.

(the “Property”).

3. **INITIAL TERMS AND CONDITIONS.** The City and CAC had agreed to the terms and conditions identified in the Memorandum of Understanding (the “MOU”) as set forth in the attached **EXHIBIT A**. The City and CAC agree that the terms and conditions identified in the MOU are incorporated into this Agreement as if fully set forth herein. To the extent there are any inconsistencies between the terms of the MOU and this Agreement, the terms of this Agreement shall control.

4. **CONSTRUCTION OF THE PROJECT.** Pursuant to previous agreements and approvals, the City required that the CAC commence construction of the Project consisting of approximately eight (8) rental units of affordable workforce housing, dedicating two (2) of the

rental units to the emergency housing needs of families with children no later than August 1, 2026 and that the CAC shall obtain a certificate of occupancy for the Project no later than December 31, 2027, unless otherwise agreed by the City, or the Property will revert back to the City. Further, the CAC must not transfer title to the Property within one year of closing without the consent of the City.

5. **PROJECT REQUIREMENTS.** It is required of CAC in the construction of the eight (8) rental units at the Project, that two (2) or 25% of the rental units have a zero-dollar rent as the units are designated for families experiencing housing instability. CAC has committed to the emergency sheltering units requiring 50% AMI or below at intake and has committed to maintaining the 50% AMI requirement on the two (2) emergency housing units for a two-year duration of the Project.

6. **RENTAL RESTRICTIONS.** The two (2) units comprising of 25% of the total units shall be required to be rented to persons at or below 50% AMI (the “Rental Restrictions”) to allow the City to provide assistance for the Project.

7. **FUNDS; FORGIVABLE LOAN.** The City desires to provide assistance to the Project in the amount of \$97,073.58 (the “Funds”). The City will grant the Funds from the District to CAC and the Project, in the form of a forgivable loan, so long as CAC satisfies the Rental Restrictions set forth herein, and the terms and conditions of this Agreement and the MOU. The City and the CAC shall enter into the City’s standard forgivable loan agreement (the “Loan”) for the Funds, with the Loan being substantially in the form as set forth in **EXHIBIT C**.

8. **NO BUSINESS SUBSIDY.** The CAC proposes to utilize the financial assistance from the City to construct workforce housing and therefore such assistance is not a “business subsidy” within the meaning of Minnesota Statutes, sections 116J.993 to 116J.995.

9. **NOTICES.** Any notice or other communication which must or may be given under the terms of this Agreement shall be in writing, and shall be given by personal service or dispatched by certified mail, return receipt requested, postage prepaid, to the addresses shown below, or such other address of which notice is provided in accordance with the terms of this paragraph.

A. If to CAC:
Community Action Shelter Associates, Inc.
1400 Cannon Circle, Suite #8
Faribault, MN 55021
Attn: Rod Christensen

B. If to the City:
City of Faribault
208 1st Avenue NW
Faribault, MN 55021
Attn: City Administrator

C. And Copy to:
Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
Attn: Scott J. Riggs

10. **TERMINATION.** If the City shall fail to perform its obligations hereunder or shall otherwise breach this Agreement, or if any representation or warranty of the City set forth in this Agreement hereof shall not be true and accurate as of the date stated and as of the date of Closing, the CAC shall have the option to terminate this Agreement by written notice to the City. If the CAC shall default in the performance of any of the CAC's obligations hereunder, then the City's sole remedy shall be to terminate this Agreement.

11. **PROHIBITION AGAINST SALE OF THE PROJECT.** The CAC represents and agrees that its use of the Property and its other undertakings pursuant to the Agreement are, and will be, used for the purpose of the Project on the Property and not for speculation in land holding. The CAC represents and agrees that, consistent with MOU, there shall be no sale of the Property or the Project constructed thereon nor shall the CAC suffer any such sale to be made, without the prior written approval of the City. As a condition of approval of any such Sale, the City shall require, at a minimum, that the proposed transferee shall have entered into an agreement whereby the transferee expressly assumes all of the CAC's obligations under this Agreement. Any such agreement shall include the City as a party and otherwise be in form and substance reasonably acceptable to the City.

12. **GOVERNING LAW; VENUE.** This Agreement shall be construed in accordance with the laws of Minnesota. Any dispute arising from this Agreement shall be heard in the State or federal courts of Minnesota, and all parties waive any objection to the jurisdiction thereof, whether based on convenience or otherwise.

13. **RECORDS.** The City and its representatives will have the right at all reasonable times after reasonable notice to inspect, examine and copy invoices paid by CAC and/or its general contractor relating to the Project.

14. **CONFLICT OF INTERESTS; REPRESENTATIVES NOT INDIVIDUALLY LIABLE.** No member, official, or employee of the City shall have any personal financial interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his or her personal financial interests or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No member, official, or employee of the City shall be personally liable to the CAC, or any successor in interest, in the event of any default or breach or for any amount which may become due or on any obligations under the terms of this Agreement.

15. **EQUAL EMPLOYMENT OPPORTUNITY.** The CAC, for itself and its successors and assigns, agrees that during the construction of the Project provided for in this Agreement, it will comply with all applicable equal employment and nondiscrimination laws and regulations.

16. **RESTRICTIONS ON USE.** The CAC agrees that through the term of this Agreement it will use the Project for only such uses as permitted under the City's land use regulations.

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

18. **DISCLAIMER OF RELATIONSHIPS.** The CAC acknowledges that nothing contained in this Agreement nor any act by the City or the CAC shall be deemed or construed by the CAC or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between City and the CAC.

19. **AMENDMENT.** This Agreement may be amended only by the written agreement of the parties.

20. **RECORDING.** The City intends to record this Agreement among the land records of Rice County, Minnesota and the CAC agrees to pay for the cost of recording same.

21. **INDEMNITY.** The CAC hereby agrees that the City, and its governing body members, officers, agents, and employees shall not be liable for, and hereby agrees to indemnify and hold harmless the same, against any loss or claims arising under this Agreement, except for losses or claims arising out of the acts or omissions of the City.

22. **TITLES OF ARTICLES AND SECTIONS.** Any titles of the several parts, articles, and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

[SIGNATURE PAGES TO FOLLOW]

**COMMUNITY ACTION SHELTER
ASSOCIATES, INC.**

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of December, 2025, by Rod Christensen, the _____, of Community Action Shelter Associates, Inc., a Minnesota non-profit corporation, on behalf of the corporation.

By: _____
Notary Public

CITY OF FARIBAULT

By: _____
Thomas J. Spooner
Its: Mayor

By: _____
Jessica L. Kinser
Its: City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of December, 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

EXHIBIT A
MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the City of Faribault (the “City”) and Community Action Center and its affiliate Community Action Shelter Associates, Inc (“CAC”).

WHEREAS, the City owns two contiguous parcels of land located on the southeast corner of the intersection of 1st Street NW and 1st Avenue NW as described in **EXHIBIT A** (the “Property”); and

WHEREAS, the City declared the Property as surplus upon the passage of Resolution 2023-066 on March 28, 2023; and

WHEREAS, the City acknowledges that housing challenges exist in the community, including a shortage of affordable workforce housing and emergency short-term housing; and

WHEREAS, CAC has proposed to construct approximately six (6) units of affordable workforce housing (the “Project”), dedicating two (2) of the units to the emergency housing needs of families with children, as generally shown in the preliminary concept drawings attached as **EXHIBIT B**; and

WHEREAS, CAC has been awarded grant funding from the Minnesota Department of Human Services towards the construction costs of the Project, and will provide the remaining funding needs with financing, grants, and fundraising efforts; and

WHEREAS, CAC presented their proposal for the Project to the City at the City Council Work Session on February 6, 2024, and requested that the City donate the land to CAC as a local government contribution to the Project; and

WHEREAS, the City is agreeable to transferring the Property to CAC for the construction of the Project to help provide affordable workforce housing and emergency short-term housing.

NOW, THEREFORE, the City and CAC agree to the following terms and conditions of this MOU:

1. The City will prepare a purchase agreement and applicable conveyance documents and execute a deed, transferring the Property at no cost to CAC. The deed shall include a reversionary clause, returning the Property to the City, should CAC not construct the Project, or an alternate development addressing housing needs, acceptable to the City.
2. CAC will prepare and submit the necessary land use and zoning applications to facilitate the construction of the Project on the Property. These may include, but are not limited to, administrative subdivision, platting, rezoning, and conditional use permit.
3. CAC will prepare final development plans for the Project and submit to the City for approval.
4. CAC shall be responsible for applying for all permits required for the construction of the Project, and shall be responsible for all permit costs and fees.
5. CAC will begin construction on all or part of the Project no later than April 1, 2026
6. CAC shall complete all construction of the Project no later than December 31, 2027, unless otherwise agreed to by the City.
7. The City's sole contribution to the Project shall be the donation of the Property to CAC. All other development costs associated with the Project shall be the responsibility of CAC.

CITY OF FARIBAULT, MINNESOTA
A Municipal Corporation

DocuSigned by:
Kevin F. Voracek
By AF6449CB048D4F7
Mayor

DocuSigned by:
Jessica L. Kinser - City Administrator
By 6DF2BA7D1C3D4A6...
City Administrator

Dated: April 23, 2024

COMMUNITY ACTION CENTER and
Community Action Shelter Associates, Inc
A Nonprofit Corporation(s)

By [Signature]
Executive Director

Dated: April 26, 2024

PREPARED BY:
City of Faribault - Administration
208 1st Avenue NW
Faribault, MN 55021
(507) 333-0355

DOCSOPEN\FA105\507\940281.v1-3/15/24

3

EXHIBIT A

Legal Description of the Property

Lot 1, Block 1, FARIBAULT HILLSIDE ADDITION according to the plat thereof, on file at the County Recorder's office, Rice County, Minnesota

and

The East Sixty feet (60') of Lot Four (4) and the East Sixty feet (60') of the North Thirty-Four feet (34') of Lot Five (5), in Block Seventy-Seven (77) of the Original Town of Faribault, Rice County, Minnesota

Abstract Property

A-1

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EXHIBIT B PROJECT PRELIMINARY CONCEPT DRAWINGS

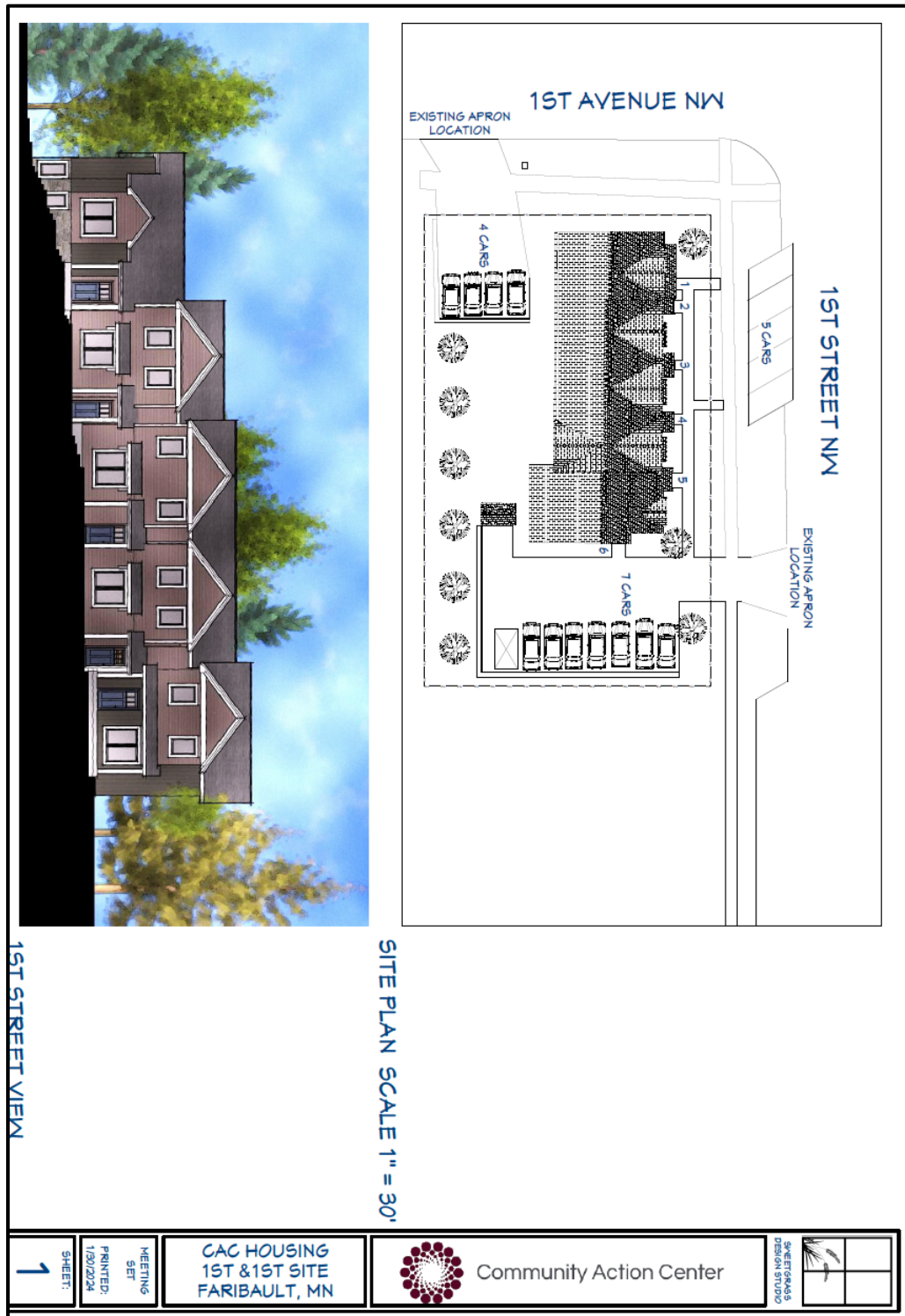


EXHIBIT C

FORGIVABLE LOAN

[Insert Forgivable Loan]



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Dustin Dienst, Director of Fire & Code Services
MEETING DATE: December 9, 2025
SUBJECT: Resolution 2025-352 Accept Donation to the Fire Department

Background:

Recognizing the commitment to service by the Faribault Fire Department, Nathan and Connie McHenry would like to make a donation of \$50.00 to the Fire Department.

Recommendation:

Approve Resolution 2025-352 Accept Donation to the Fire Department

Attachments:

1. Resolution 2025-352 Accept Donation to the Fire Department

CITY OF FARIBAULT

RESOLUTION #2025-352

ACCEPT DONATION TO THE FIRE DEPARTMENT

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

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

WHEREAS, a Faribault resident would like to recognize the Fire Department's commitment to serving our community by making a donation to our department.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes the Faribault Fire Department to accept a donation of \$50 from Nathan and Connie McHenry.

Date Adopted: December 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:
MEETING DATE: December 9, 2025
SUBJECT: 2026 Property Tax Levy and Budget

Background:

The 2026 budget process is at its final step: the public hearing on the tax levy and Council's consideration of a number of resolutions to adopt the budget, capital improvement plan and other elements for 2026. Getting to this point has taken a significant amount of work and time than prior years. Delays in completing the 2024 audit resulted in a lot of work being done by department heads in spreadsheets and outside the software and well after things would normally start. We did not have much time to talk about the preliminary tax levy, but the Council made quick decisions on how to get to a rate for the adoption of the preliminary tax levy on September 23rd. Continued review of the special revenue funds, enterprise/utility funds and more continued beyond September 23rd to get to where we are tonight.

Thank you to the leadership team for remaining flexible and responsive to all the steps along the way, and for quickly learning some new software late in the game. Thank you to the Council for understanding the delays and making the best use of the time we had to get through a condensed process. Finally, thank you to Kindra Papenfus and Joyce Prahm for taking on new roles in a new organization and launching into new information. Both have quickly gained the knowledge of the City's budget and budget process and will do a great job leading this process in the future.

Recommendation:

Attachments:



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: December 9, 2025
SUBJECT: Resolution 2025-331 Adopt the 2026 Property Tax Levy

Background:

The 2026 tax levy is proposed to be a 7.74 percent increase in terms of the dollars requested between 2025 and 2026. For property owners, this will translate to a 1.94 percent increase where market value has not changed. This is a decrease from the 10.4 percent that was published in the Truth In Taxation notices sent to all property owners informing them of the City's public hearing on the property tax levy.

The total tax levy is made up of 4 different areas- General Fund, Community and Economic Development Fund, Tax Abatement, and Debt Service. Below is a brief update for where each of these areas:

- General Fund - Property tax revenue is 51 percent of the total revenue (\$24,428,099) in the General Fund and is the source of revenue that gives the city the most flexibility in meeting year-to-year expenditure fluctuations. Most of the City's employees and non-utility functions exist in the General Fund, and it is the largest fund of the City. For 2026, expenditures increased due to a 4 percent cost of living and other wage adjustments from the compensation study, while insurance rates increased by 7%. One area that decreased significantly from the preliminary levy to now is the City's workers' compensation costs. The rates for 2026 are going down and the City is seeing a lower modification factor based on our current claims history, which translates to additional discounts. There are some significant one-time expenditures in IT for license renewals, as well as Community Center Admin has \$100,000 for professional services to help the Council determine a path for the Community Center.

- **Community and Economic Development** - The Council authorized a transfer from the General Fund in 2025 to eliminate the cash deficit in the Community and Economic Development Fund. The tax levy for 2026 is to cover the difference between expenditures and all other revenues. This is the only other fund to have employees as part of the budget other than the General Fund and utility funds, so the expenditures are subject to the same effects of personnel costs as noted above.
- **Tax Abatement** - Our total tax abatement amount decreased from 2025 to 2026 with the retirement of two abatement contracts in 2024. While this is a smaller amount now, a new abatement was just approved for KGP to start in 2028. The City is also planning to issue a tax abatement bond in 2026 which will also increase the tax abatement property tax request for a 15-year period.
- **Debt Service** - 2026 is a peak year for property taxes for bond payments as 3 bonds and 1 internal loan are active. Part of the increase is due to the full principal and interest is being levied for the 2025 internal loan. This scenario changes in 2027, which is the last year for a 2015 refunding bond and a decline of \$500,000 plus in the final three years of payments on a 2021 bond.

Recommendation:

Approve Resolution 2025-331

Attachments:

1. Resolution 2025-331 Adopt 2026 Property Tax Levy
2. Presentation Levy 2026

CITY OF FARIBAULT

RESOLUTION #2025-331

ADOPT THE 2026 PROPERTY TAX LEVY

WHEREAS, the City of Faribault has gone through a process to prepare a property tax request for the 2026 fiscal year; and

WHEREAS, the preliminary tax levy of 10.4 percent increase from 2025 was approved at a meeting on September 23, 2025, and the public hearing on the final tax levy was set on the same date; and

WHEREAS, the City Council held the Truth In Taxation public hearing on a final tax levy increase of 7.74 percent for the 2026 property tax levy on December 9, 2025.

NOW, THEREFORE BE IT RESOLVED, that there is hereby levied on the taxable property of the City of Faribault, Rice County, Minnesota, for the fiscal year 2026 for the following funds:

General Levy	\$12,432,782
Community Development	\$ 399,617
Debt Service	\$ 1,557,342
Tax Abatement	<u>\$ 143,926</u>

Total Levy \$14,533,667

BE IT ALSO RESOLVED, the Finance Director is hereby authorized, empowered, and directed to file a certified copy of this resolution with the Rice County Auditor pursuant to applicable statutes.

Date Adopted: December 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Exhibit A



2026 Property Tax Levy Certification

OPERATING LEVY:

General Fund	\$	12,432,782
Community Development	\$	399,617
	\$	12,832,399

DEBT SERVICE LEVY:

G. O. Refunding Improvement Bonds 2021B	\$	1,071,536
G. O. Crossover Refunding Bonds 2015A	\$	186,651
G. O. Improvement Bonds 2015A	\$	77,245
Internal Capital Equipment Loan, 2025	\$	221,910
	\$	1,557,342

TAX ABATEMENT LEVY:

Daikin Corp.	\$	92,074
Steinair, Inc.	\$	4,264
Tru Vu, Inc.	\$	47,587
	\$	143,925

Total City Levy	\$	14,533,667
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**CITY OF FARIBAULT
2026 FINAL Tax Levy**

MARKET AND TAX CAPACITY VALUES						
Tax Years Payable	2022	2023	2024	2025	2026	Change
Taxable Market Value	\$ 1,661,037,400	1,952,217,600	2,154,605,500	2,235,466,200	2,377,275,600	6.34%
Tax Capacity:						
Gross Tax Capacity	\$ 20,686,820	23,879,474	26,199,879	27,233,164	28,931,417	6.24%
Less: Captured Tax Increment	(254,980)	(305,930)	(448,837)	(570,798)	(727,386)	27.43%
Net Tax Capacity	\$ 20,431,840	23,573,544	25,751,042	26,662,366	28,204,031	3.54%
Operating Tax Levies						
General (101)	\$ 8,675,211	9,255,408	10,220,851	11,423,928	12,432,782	1,008,854 8.83%
Community Development (240)	198,451	132,300	66,149	396,947	399,617	2,670 0.67%
Tax Abatement Projects (239)	426,275	401,976	409,651	237,133	143,926	(93,207) -39.31%
Property Tax Levy	\$ 9,309,937	9,789,684	10,696,651	12,111,765	12,976,325	864,560 7.14%
Bond Principal & Interest (300's)	1,236,597	1,382,104	1,323,410	1,365,405	1,557,342	191,937 14.06%
Net Tax Levy	\$ 10,559,078	11,184,332	12,032,605	13,489,714	14,533,667	1,043,953 7.74%
Special Tax Levies						
HRA (280)	\$ 309,820	328,850	380,253	416,418	439,868	36,165 9.51%
EDA (290)	\$ 303,623	322,273	372,648	408,089	431,071	35,441 9.51%
Total Tax Rate Special Levies	0.0300	0.0276	0.0292	0.0309	0.0309	0.0570
Net Tax Levy - All City Levies	\$ 11,172,521	11,835,455	12,785,506	14,314,221	# 15,404,606	
Total Tax Rate City and Special Levies	11,785,964	12,486,578	13,538,407	15,138,728	16,275,545	11.82%
Local Government Aid (LGA)	\$ 6,029,788	6,102,837	6,972,221	6,982,826	6,999,458	0.15%
Local Government Aid Change		73,049	942,433	10,605	16,632	



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: December 9, 2025
SUBJECT: Resolution 2025-332 Adopt the 2026 Budget and Fund Appropriations

Background:

One of the actions the City Council needs to take is to set the appropriations for 2026 by approving the expenditures that are budgeted for each fund. The breakdown of the expenditure budgets by fund is found in the attached Exhibit A to the resolution. For 2026 the total expenditures budgeted across all funds, including capital projects, is \$71,098,971. This expenditure authority can be amended throughout the year with budget amendments, but otherwise should not be exceeded.

Recommendation:

Approve Resolution 2025-332

Attachments:

1. Resolution 2025-332 Adopt 2026 Budget and Fund Appropriations
2. Resolution 2025-332 Exhibit A 2026 Appropriations Report By Fund

CITY OF FARIBAULT

RESOLUTION #2025-332

ADOPT THE 2026 BUDGET AND FUND APPROPRIATIONS

WHEREAS, the City of Faribault has gone through a process to prepare a budget for the 2026 fiscal year; and

WHEREAS, this result of the 2026 budget process is revenue and expenditure budgets which require formal adoption by the City Council.

NOW, THEREFORE BE IT RESOLVED, that the City of Faribault 2026 budget is hereby approved in accordance with State Statutes and the City of Faribault Municipal Charter with expenditures as follows on Exhibit A.

BE IT ALSO RESOLVED, that maximum appropriations may be increased in and when additional revenues are anticipated or received.

Date Adopted: December 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 20261 2026 Operating Budget					FOR PERIOD 99		
ACCOUNTS FOR:							
General Fund	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Proposed	PCT CHANGE
TOTAL General Fund	22,165,674.46	22,854,656.00	23,725,667.89	21,205,904.90	.00	24,428,099.00	3.0%
TOTAL Charitable Gambling Bo	49,657.72	30,850.00	30,850.00	58,496.80	.00	40,000.00	29.7%
TOTAL City Rental Prop	4,874.04	8,679.00	8,679.00	4,870.96	.00	8,815.00	1.6%
TOTAL Forfeiture Fund	90.16	1,000.00	5,795.00	3,479.84	.00	.00	-100.0%
TOTAL Library Estate Donatio	127,791.41	50,000.00	120,010.00	49,537.46	.00	84,000.00	-30.0%
TOTAL Airport	169,516.59	1,718,617.00	1,718,617.00	298,076.49	.00	2,530,524.00	47.2%
TOTAL CED Tax Abatements	684,731.42	237,133.00	237,133.00	105,686.16	.00	143,926.00	-39.3%
TOTAL CED Administration	297,303.77	530,932.00	530,932.00	436,156.33	.00	552,877.00	4.1%
TOTAL SCDP Revolving Loans	.00	84,000.00	84,000.00	.00	.00	430,000.00	411.9%
TOTAL Economic Development A	564,464.78	865,265.00	655,265.00	124,391.90	.00	910,300.00	38.9%
TOTAL EDA Revolving Fund	200,000.00	100,000.00	100,000.00	.00	.00	650,000.00	550.0%
TOTAL EDA Industrial Develop	.00	100,000.00	100,000.00	.00	.00	.00	-100.0%
TOTAL TIF 6 Housing	3.00	.00	.00	2,764.58	.00	.00	.0%
TOTAL TIF 8 River Ridge	1,549.62	.00	.00	69,102.82	.00	.00	.0%
TOTAL TIF 9 Faribault Road	91,710.14	95,999.00	95,999.00	45,321.82	.00	97,610.00	1.7%

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 20261 2026 Operating Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
TIF 13 Hamilton	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Proposed	PCT CHANGE
TOTAL TIF 13 Hamilton	84,910.24	88,419.00	88,419.00	19,723.61	.00	91,896.00	3.9%
TOTAL TIF 14 Strtht River	152,233.89	174,339.00	174,339.00	103,189.41	.00	206,239.00	18.3%
TOTAL TIF 15 Lofts	53,768.74	56,715.00	56,715.00	15,207.38	.00	22,508.00	-60.3%
TOTAL TIF 16 Farmer Seed	508.03	14,318.00	14,318.00	2,775.73	.00	3,000.00	-79.0%
TOTAL TIF 17 Riverchase Apts	14,327.58	115,393.00	115,393.00	59,869.12	.00	120,574.00	4.5%
TOTAL TIF 18 Willow St. Apts	1,327.16	34,461.00	34,461.00	17,574.17	.00	144,544.00	319.4%
TOTAL TIF 19 Twin Oaks	.00	.00	.00	.00	.00	2,577.00	.0%
TOTAL Faribault HRA	394,981.48	527,513.00	527,513.00	86,957.96	.00	436,725.00	-17.2%
TOTAL HRA Public Housing	294,112.01	475,769.00	475,769.00	41,828.92	.00	576,320.00	21.1%
TOTAL Debt Service Revolving	.00	1,535,492.50	40,000.00	1,640,000.00	.00	221,909.00	454.8%
TOTAL 2015A Improvement Bond	114,040.00	.00	110,700.00	108,431.25	.00	113,800.00	2.8%
TOTAL 2015A Refunding Bond	173,712.50	.00	176,562.50	178,431.25	.00	178,263.00	1.0%
TOTAL 2021A Improvement Bond	165,180.00	.00	162,780.00	162,855.00	.00	164,955.00	1.3%
TOTAL 2021B Refunding Bond	1,044,316.00	.00	1,045,450.00	1,045,450.00	.00	1,050,200.00	.5%
TOTAL 2026 Bond	.00	.00	.00	.00	.00	101,871.00	.0%

NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PROJECTION: 20261 2026 Operating Budget						FOR PERIOD 99	
ACCOUNTS FOR:							
Street Improvement Projects	2024 ACTUAL	2025 ORIG BUD	2025 REVISED BUD	2025 ACTUAL	2025 PROJECTION	2026 Proposed	PCT CHANGE
TOTAL Street Improvement Pro	6,062,619.23	4,769,500.00	6,525,529.00	5,530,101.12	.00	3,374,000.00	-48.3%
TOTAL Parkland Dedication	1,237,679.61	6,563,100.00	5,756,247.00	9,172,698.35	.00	5,330,500.00	-7.4%
TOTAL Capital Replacement Fu	1,217,852.04	1,934,675.00	1,998,236.00	2,821,969.87	.00	936,209.00	-53.1%
TOTAL Public Facility Projec	729,849.26	400,000.00	334,060.00	266,773.00	.00	186,000.00	-44.3%
TOTAL Water Fund	2,783,220.76	8,886,134.00	10,521,134.00	3,677,666.13	.00	10,555,529.00	.3%
TOTAL Sewer Fund	6,141,910.88	10,952,299.00	12,454,953.00	6,840,379.29	.00	13,420,687.00	7.8%
TOTAL Storm Water Fund	1,035,128.79	2,801,486.00	2,948,041.00	1,249,532.70	.00	4,189,155.00	42.1%
TOTAL Workers Compensation	.00	30,000.00	30,000.00	.00	.00	.00	-100.0%
TOTAL Property Liability Res	26,640.99	100,000.00	100,000.00	5,020.40	.00	.00	-100.0%
TOTAL Roberds Lake Sewer Dis	125,916.91	.00	.00	99,015.50	.00	115,700.00	.0%
TOTAL Robinwood Manor	392,114.51	494,499.00	494,499.00	.00	.00	.00	-100.0%
GRAND TOTAL	46,603,717.72	66,631,243.50	71,598,066.39	55,549,240.22	.00	71,419,312.00	-.2%
** END OF REPORT - Generated by Jessica Kinser **							



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: December 9, 2025
SUBJECT: Resolution 2025-333 Adopt the 2026 Housing and Redevelopment Authority Tax Levy

Background:

The Housing and Redevelopment Authority adopted a resolution to request the City Council consent to the maximum tax levy as allowed by statute of 0.0185 percent of taxable market value. For 2026, this amount is estimated to be \$439,867.91. This amount did not change from the preliminary tax levy adopted by the City Council on September 23rd.

Recommendation:

Approve Resolution 2025-333

Attachments:

1. Resolution 2025-333 Adopt the 2026 Housing and Redevelopment Authority Tax Levy
2. 2025-09 Resolution Approving Tax Levy For FY 2026 (2)

CITY OF FARIBAULT

RESOLUTION #2025-333

ADOPT THE 2026 HOUSING AND REDEVELOPMENT AUTHORITY TAX LEVY

WHEREAS, the Housing and Redevelopment Authority of the City of Faribault (HRA) may request the establishment of a special benefit tax pursuant to Minnesota Statute 469.033 Subdivision 6; and

WHEREAS, the Faribault HRA did, by Resolution 2025-09 on November 10, 2025, levy a special tax on taxable property of the City of Faribault, Rice County, Minnesota in the amount of \$439,867.91 for 2026; and

WHEREAS, Minnesota Statute 469.033 Subdivision 6 requires the consent, by resolution, of the governing body of the municipality to levy said tax.

NOW, THEREFORE BE IT RESOLVED, pursuant to Minnesota Statute 469.033 Subdivision 6, the special benefit tax as determined by the Housing and Redevelopment Authority of the City of Faribault is hereby approved for collection in 2026 in the amount \$439,867.91.

Date Adopted: December 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

**HOUSING AND REDEVELOPMENT AUTHORITY OF
FARIBAULT, MINNESOTA**

Resolution #2025-09

APPROVE THE HRA TAX LEVY FOR FISCAL YEAR 2026

WHEREAS, Minnesota Statute 469.033, Subdivision 6 provides that a City may, at the request of its Housing and Redevelopment Authority (HRA), levy a tax each year on all taxable property within the taxing district for the benefit of the HRA; and

WHEREAS, Minnesota Statute 469.033, Subdivision 6 limits the levy to a maximum of 0.0185 percent of the estimated taxable market value in the district; and

WHEREAS, the 2025 actual taxable market value in the district is \$2,377,664,400; and

WHEREAS, the maximum the City Council can levy for HRA purposes in 2026 is \$439,867.91 ($\$2,377,664,400 \times 0.000185 = \$439,867.91$); and

WHEREAS, the HRA's work program and budget depend on whether the HRA receives the maximum levy amount allowed by the statute.

NOW, THEREFORE, BE IT RESOLVED, by the Housing and Redevelopment Authority of Faribault, Minnesota (the "HRA"), that it establishes and recommends the City Council approve a 2026 tax levy of \$439,867.91 for HRA purposes.

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ADOPTED: November 10, 2025

F. DA Rm

CHAIR

ATTEST:

[Signature]

Executive Director



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: December 9, 2025
SUBJECT: Resolution 2025-334 Adopt the 2026 Economic Development Authority Tax Levy

Background:

The Economic Development Authority adopted a resolution to request the City Council consent to the maximum tax levy as allowed by statute of 0.0183 percent of taxable market value. For 2026, this amount is estimated to be \$431,071. This amount did not change from the preliminary tax levy adopted by the City Council on September 23rd.

Recommendation:

Approve Resolution 2025-334

Attachments:

1. Resolution 2025-334 Adopt 2026 EDA Levy
2. Resolution 2025-20 Establish the EDA's Preliminary Tax Levy for Fiscal Year 2026

CITY OF FARIBAULT

RESOLUTION #2025-334

ADOPT THE 2026 ECONOMIC DEVELOPMENT AUTHORITY TAX LEVY

WHEREAS, the City of Faribault may levy a tax in any year for the benefit of activities of the Economic Development Authority pursuant to Minnesota Statute 469.107 Subdivision 1; and

WHEREAS, the Faribault Economic Development Authority did, by Resolution 2025-20 on November 20, 2025, levy a special tax on taxable property of the City of Faribault, Rice County, Minnesota in the amount of \$431,071 for 2026; and

WHEREAS, Minnesota Statute 469.107 Subdivision 1 requires the consent, by resolution, of the governing body of the municipality to levy said tax.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Faribault hereby gives final approval for the collection of a levy for the benefit of economic development activities within the community in fiscal year 2026 in the amount of \$431,071.

Date Adopted: December 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

ECONOMIC DEVELOPMENT AUTHORITY OF FARIBAULT, MINNESOTA

RESOLUTION #2025-20

ESTABLISH THE EDA'S FINAL TAX LEVY FOR FISCAL YEAR 2026

WHEREAS, Minnesota Statute 469.107, Subdivision 1 provides that a City may, at the request of its Economic Development Authority (the "EDA"), levy a tax each year on all taxable property within the taxing district for the benefit of the EDA; and

WHEREAS, Minnesota Statute 469.107, Subdivision 1 limits the levy to a maximum of 0.01813 percent of the estimated taxable market value in the district; and

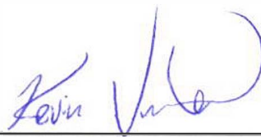
WHEREAS, the 2025 estimated taxable market value in the district is \$2,377,664,400; and

WHEREAS, the maximum the City Council can levy for EDA purposes in 2026 is \$431,071 ($\$2,377,664,400 \times 0.0001813 = \$431,071$); and

WHEREAS, the EDA's work program and budget depend on whether the EDA receives the maximum levy amount allowed by Minnesota Statutes; and

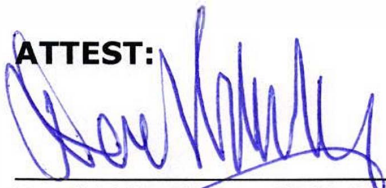
NOW, THEREFORE, BE IT RESOLVED, by the Economic Development Authority of Faribault, Minnesota (the "EDA"), that it establishes and recommends that the City Council approve a 2026 tax levy of \$431,071 for the EDA's purposes.

ADOPTED: November 20, 2025



Kevin Voracek, President

ATTEST:



David Wanberg, CED Director



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: December 9, 2025
SUBJECT: Resolution 2025-335 Adopt the 2026 Fee Schedule

Background:

One part of the budget process is a review of the various fees that the City charges for licenses and permits, utilities, use of facilities, programming and more. These fees are compiled into one document, known as the Fee Schedule, which is adopted for the next fiscal year. Here are some of the highlighted fee changes for 2026:

- Water rates are increasing by 2%.
- Stormwater rates are increasing by 2%.
- Sanitary Sewer rates are increasing by 6%.
- Multiple charges under Chapter 7 are increasing by varying amounts.
- Multiple Park and Recreation program and use fees are increasing by varying amounts.

One change that was not discussed with Council but is included in the fee schedule is the dining hall rental rate at Buckham West. In previous years, it has been priced at a lower rate even though it is a larger space. It has been adjusted from \$28/hour and \$38/hour during and before/after business hours, respectively, to \$40/hour during business hours and \$55/hour outside of regular hours of operation. For a point of comparison, the classrooms are \$30/\$48 per hour for the differing times.

Should any changes be needed during fiscal year 2026, the schedule will come back to the City Council for discussion.

Recommendation:

Approve Resolution 2025-335

Attachments:

1. Resolution 2025-335 Adopt the 2026 Fee Schedule

HONESTY • RESPECT • DEDICATED • VISIONARY • ACCOUNTABILITY

2. 2026 Fee Schedule FINAL

CITY OF FARIBAULT

RESOLUTION #2025-335

ADOPT THE 2026 FEE SCHEDULE

WHEREAS, the City of Faribault sets various fees, charges and utility rates as required by the Code of Ordinances; and

WHEREAS, the annual budget process includes a review and discussion of the rates and charges; and

WHEREAS, the attached fee schedule, Exhibit A, contains all proposed fee changes incorporated into the 2026 budget.

NOW, THEREFORE BE IT RESOLVED, that the fees, charges, and utility rates as authorized in Exhibit A shall be effective January 1, 2026; and

ALSO BE IT RESOLVED, whenever any provision of this resolution is in conflict with the City of Faribault Code of Ordinances, it is the intent of the City Council that the Code shall prevail; and

ALSO BE IT RESOLVED, this resolution shall supersede prior resolutions or previous measures of the City Council that set, established or fixed a specific amount for such fees, charges, and utility rates.

Date Adopted: December 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A - Resolution 2026-335

2026 FEES, CHARGES AND UTILITY RATES

CHAPTER 4 - ALCOHOLIC BEVERAGES

Intoxicating 4-15

On-Sale Liquor (City Code Sec 4-15 (a) (2)) (State Statute 340A.408 Subd. 2).....\$3,896
 A Public Hearing is required to increase non-state regulated liquor license fees according to State Statute 340A.408 Subd. 3a; fee set by City but subject to limits; fee intended to cover costs of issuing, inspecting, and other directly related costs of enforcement.

Low Volume Liquor (Res. 2009-210)\$2,000

Sunday On-Sale (State Statute 340A.504) (cannot pro-rate).....\$200

Theater On-Sale (Ord. 2009-04) (License includes Sundays).....\$500

Limited Culinary On-Sale (Ord. 2009-05) (License does not include Sundays)\$300

Club On-Sale (State regulated, fees set by State Statute 340A.408, Subd. 3a (2) & Subd.3c)

Membership of 200 or less\$300

Membership between 201 & 500.....\$500

Membership between 501 & 1,000.....\$650

Membership between 1,001 & 2,000.....\$800

Membership between 2,001 & 4,000.....\$1,000

Membership between 4,001 & 6,000.....\$2,000

Membership of 6,001 or more\$3,000

Off-Sale Liquor (State regulated, fees set by State Statute 340A.408, Subd. 3a (2) & Subd. 3c) ..\$560
 \$100 refunded if conditions set out in State Statute are met.

Wine Sale (State Statute 340A.408 2c)\$1,671

Wine fee cannot exceed 1/2 On-Sale Liquor License fee or \$2,000, whichever is less.

Theater Wine (Ord. 2009-04).....\$200

Temporary On-Sale Intoxicating Liquor (City Code Sec 4-15 a. (9) - up to 4 days).....\$35/day

Consumption & Display Permits (Setup) (State Statute 340A.414 Subd. 6)..... \$300
 (plus \$150 State fee)

Consumption/Display Permits cannot exceed \$300 by state regulation.

One-day Consumption & Display Permit (Setup) (State Statute 340A.414 Subd. 9) (Limit 10/year)
 (Cannot exceed \$25 by state regulation).....\$25

4-15 Malt Liquor (3.2%)

On-Sale License (3.2% Beer) (may pro-rate) Annual Fee - set by City Code (Sec. 4-15 (a) (1))..\$200

Theater On-Sale Malt Liquor-3.2% Beer (Ord. 2009-04).....\$100

Off-Sale License (3.2% Beer) (may pro-rate) Annual fee - set by City Code (Sec. 4-15 (a) (1))...\$100

Temporary On-Sale License (3.2% Beer) City Code Sec. 4-15 (a) (9)\$50/day up to 7 days

Address Change for 3.2% Licenses\$20

4-25 Brewery and Taproom

Brewer Taproom License (Res. 2014-036).....\$600

Small Brewer License (Res. 2014-036).....\$200

4-25 Micro-Distillery	
Distiller and Cocktail Room License.....	\$600
Small Distiller License.....	\$200

Investigation Fees - City Code 4-15 (f) (State Statute 340A. 412, subd 2 limits to \$500)

Investigation – In-State (Liquor, Wine, Beer).....	\$500
Investigation – Out-of-State (Liquor, Wine, Beer).....	Actual Cost Not to Exceed \$10,000
Renewal Application Late	\$100

CHAPTER 5 – AMUSEMENTS

5-57 Dances

Temporary Public Dance License.....	\$25
License Transfer	\$20

CHAPTER 6 - ANIMALS AND FOWL

Animals

6-49 Board	\$35/day
6-24 Voluntary Disposal of Dog	\$50
6-36 Kennel License	\$150
Prescribed Grazing & Beekeeping	See Administrative Zoning Permit

CHAPTER 7 - BUILDINGS AND BUILDING REGULATIONS

Building Permits

7-16 Uniform Building Code Permit Plan

Building Permit	Valuation x 2010 FS
Checking for Commercial Building Plan Review	65% of Permit Fee
Residential Plan Check.....	50% of Permit Fee
Reinspection - Additional Visits (Second Reinspection and Thereafter)	\$75
License Verification.....	\$1
Special Inspection.....	\$75
In-ground Pool	\$150
Above-ground Pool	\$75
Demolition Permit (\$1,500 Escrow for Land Restoration).....	\$150
Building Without Permit	Double the Permit Fee
Solar Installations	\$110
State Surcharge (State Statute 326B.148)\$1 Minimum or Project Valuation x 326B.148 Fee Schedule	
Manufactured Home Set-up (Footing/Foundation)	\$150
Manufactured Home Set-up (Complete).....	\$290
Parking Lot Restriping	\$150

7-39 Rental Property License Fees

Single Family	\$110
Multi-Family.....	\$110 per building + \$20 per unit
Re-Inspection	\$100 (1-3 units), \$50 per unit (4+units)
Rental Compliance Appeal	\$50

Re-Instatement of License	\$50
Delinquent Penalty (Sec 7-39, 1. License Fees, City Ordinances)	15% of the amount of the license fee

7-14 Moving Structures

Moving Permit per Structure	\$150
State Surcharge (State Statute 326B.148)	\$1
License Verification Fee	\$1

Shingling/ Roofing Permit

One-Family and Two-Family Residences	\$150
All Other Uses	Valuation x 2010 FS
Checking for Commercial Building Plan Review	65% of Permit Fee
State Surcharge (per State Statute 326B.148)	\$1 or Project Valuation x 326B.148 Fee Schedule
License Verification Fee	\$1

Siding Permit

One-Family and Two-Family Residences	\$150
Window Replacement	\$150
All Other Uses	Valuation x 2010 FS
Checking for Commercial Building Plan Review	65% of Permit Fee
State Surcharge (State Statute 326B.148)	\$1 or Project Valuation x 326B.148 Fee Schedule
License Verification Fee	\$1

7-68 Electrical Permits, Inspections, and Fees

Residential

Electrical - Temporary Service	\$80
Electrical - New Construction	\$225
Panel Service Charge	\$160
Lower Level (Basement Finish)	\$160
One Trip/One Outlet	\$80
Additional Inspections	\$80
Pool	\$160
Hot Tub/Spa	\$80
Sub Panel	\$110
Solar Arrays	\$160
Service Lateral (Conversion to Underground/Trench Inspection)	\$80
Off-peak Car Charger	\$80
State Surcharge (State Statute 326B.148)	\$1 Minimum
License Verification Fee	\$1

Commercial

Electrical	Valuation x 1.5% up to \$10,000, 1% above \$10,000
If contract cost x 1.5% is less than \$40 (one trip) or \$70 (two trips) then minimum must be paid.	
State Surcharge (per State Statute 326B.148)	Project valuation x 326B.148 Fee Schedule

Commercial Fee Minimums

One Trip	\$80 + State Surcharge
Two Trips	\$160 + State Surcharge
Annual Permit or Audit for Incidental Electrical Work Done Throughout Year by Master of Record Employed by a Business Entity	\$800
Annual Permit State Surcharge	\$1
License Verification Fee	\$1

Plumbing Permits

Residential Dwelling	\$225
Alteration or Additional Fixtures	\$150
Apartments/Unit (1-3)	\$150
Commercial/Industrial - New	2.5% of Valuation
Plan Review.....	10% of permit fee
State Surcharge (State Statute 326B.148)	\$1 or Project Valuation x 326B.148 Fee Schedule
License Verification Fee	\$1

Mechanical Permits

Residential Dwelling (New).....	\$290
HVAC Alteration/Change Out	\$75
Apartments	\$75/Unit
Commercial/Industrial.....	Valuation x 2010 FS
State Surcharge (State Statute 326B.148)	\$1 or Project Valuation x 326B.148 Fee Schedule
License Verification Fee	\$1

Administrative Penalty	\$100
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CHAPTER 10 - FIRE PREVENTION/PROTECTION**Fire Prevention - Sprinkler Review**

Sprinkler Plan Review	2% of value of Project
New Construction	\$.015 x value of project
Existing/Retrofit.....	\$0.015 x Value of Project; minimum of \$54
State Surcharge (State Statute 326B.148).....	Project Valuation x 326B.148 Fee Schedule

Police & Fire Alarm Charge

Each False Alarm in Excess of 2	\$58
Each False Alarm in Excess of 5	\$112
Each False Alarm in Excess of 10	\$224

Administrative Penalty	\$100
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CHAPTER 11 - GARBAGE AND REFUSE**11-3 License and Inspection**

Garbage and Refuse Hauler License	\$70
Garbage and Refuse Hauler Vehicle Inspection (Per Vehicle - Under 2 Tons).....	\$40
Garbage and Refuse Hauler Vehicle Inspection (Per Vehicle - Over 2 Tons).....	\$75

Administrative Penalty	\$100
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CHAPTER 14 - LICENSE AND BUSINESS REGULATIONS

4-27 Tobacco

Tobacco License (cannot pro-rate).....	\$200
Tobacco License Name or Address Change	\$20

14-30 Salvage Dealers

14-45 Salvage Dealer License	\$60
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14-142 Pawnbrokers

Pawn Shop/Pawnbroker License	\$500
Pawn Transaction	\$1.15/Transaction

14-56 Massage Establishments

Massage Therapist License (may pro-rate)	\$55
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14-100 Charitable Gambling

Gambling License Exemptions	\$45
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14-112 Fireworks

Fireworks Display License Fee (Res 2010-162)	\$25
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14-116 Fireworks - Sale of (Limits set by State Statute 624.20 Subd.1 (d))

Retailers Selling Only Fireworks	\$350/yr
Retailers Selling Fireworks in Addition to Other Items	\$100/yr

Administrative Penalty	\$100
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14-172 Cannabis and Hemp Businesses (Limits set by State Statute 342.22, subd. 5(e))

Initial Registration and Annual Renewal	
Cannabis Microbusiness	\$0.00
Cannabis Mezzobusiness	\$500/yr
Cannabis Retailer	\$500/yr
Medical Cannabis	\$500/yr
Low-Potency Hemp Products	\$0.00

Second Annual Renewal and Beyond

Cannabis Microbusiness	\$0.00
Cannabis Mezzobusiness	\$1,000/yr
Cannabis Retailer	\$1,000/yr
Medical Cannabis	\$1,000/yr
Low-Potency Hemp Products	\$1,000/yr

Administrative Penalty	\$100
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CHAPTER 15 - MOTOR VEHICLES AND TRAFFIC

15-40 Parking Fine - 18 hr/Specialty Vehicles/Trailers	\$50
15-44 Parking Fine - Snow Emergency Parking	\$50
15-60 Downtown 14-day Residential Parking Permit (Res. 2018-247)	\$100/yr
15-61 Parking Fine - All Other	\$25

15-82 Golf Cart Permits.....	\$150
15-82 Golf Cart Permits (Physical Disability Qualifications).....	\$75
15-82 Mini Truck Permits	\$75

CHAPTER 16 – NUISANCES

Administrative Penalty (certain violations listed below)	\$50
Exposed accumulation of decayed or unwholesome food or vegetable matter	
Public nuisances affecting health	
All noxious weeds and other rank growths of vegetation upon public or private property, except as permitted by Chapter 31 of the City Code	
Dense smoke, noxious fumes, gas and soot or cinders in unreasonable quantities	
Administrative Penalty (all other violations)	\$100

CHAPTER 17 - OFFENSES

17-52 Repeat Nuisance Calls

Petty Misdemeanors & Misdemeanors Offenses

3rd Call	\$250
4th Call	\$350
5th Call	\$450

Gross Misdemeanors and Felonies

2nd Call	\$1,000
3rd Call	\$2,500
4th Call	\$5,000

CHAPTER 18 - PARKS AND RECREATION

18-10 Liquor and Non-intoxicating Malt Liquor Permitted in Alexander Faribault Park (North Alexander) Under Certain Conditions

Keg Permit.....	\$30
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CHAPTER 19 - PEDDLERS

Peddlers License.....	\$50 per person
Transient Merchant Permit.....	\$50 per person
Mobile Food Unit (Food Truck) Annual Registration (City Code Sec. 19-10).....	\$50

Administrative Penalty	\$100 per day
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CHAPTER 25 – STREETS, SIDEWALKS, AND PUBLIC GROUNDS

Administrative Penalty	\$100
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CHAPTER 27 – VEHICLES FOR HIRE

Vehicle for Hire License (City Code Sec. 27-31).....	\$75 includes first vehicle
Vehicle for Hire - Per Vehicle	\$10 each additional
Vehicle for Hire - Per Vehicle	\$20-each additional vehicle registered after February 1
Administrative Penalty	\$100

CHAPTER 28 - WATER, SEWER, & STORM WATER

Administrative Penalty (all violations unless otherwise stated).....	\$100
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Water Rates

Monthly Fixed Water Service Access Charge (Based on Meter Size):

5/8" - 3/4"	\$14.49
1"	\$15.86
1 1/2"	\$26.73
2"	\$30.62
3"	\$83.00
4"	\$96.34
6"	\$127.54

Consumption - Residential/Multi-Family

0-12,000 gallons/month	\$0.002239/gal
12,001-24,000 gallons/month	\$0.002511/gal
>24,000 gallons/month	\$0.002861/gal

Consumption - Commercial

0-50,000 gallons/month	\$0.002402/gal
50,001-300,000 gallons/month	\$0.002483/gal
>300,000 gallons/month	\$0.002777/gal

Consumption - Industrial

0-300,000 gallons/month	\$0.001775/gal
300,001-500,000 gallons/month	\$0.002040/gal
>500,000 gallons/month	\$0.002290/gal

Water Via Fill Station	\$0.008686/gal
Bulk Water Fob Deposit	\$25
Water Meter	City Cost Rounded Up to Nearest Dollar
Water Meter Testing	\$200
Water Disconnection Processing	\$75
Water Irrigation Meter Reshelving	\$75
Water Disconnection/Reconnect for Service Request	\$75
Water Meter/System Tampering	\$130
Hydrant Connection	\$125
Backflow device & meter deposit	\$250
Backflow device & meter rental	\$20/day

Water Restriction Violation Fines

1st Offense.....	Warning
2nd Offense.....	\$25
3rd Offense.....	\$50
4th Offense.....	\$100
5th Offense.....	Place Restrictive Device on Sprinkler System and Outside Water Tap
Lawn Watering Permit.....	No Charge
NOTE: Required to register newly sodded or planted lawns with Public Works Department	

Water Availability Charge

Standard.....	\$1,500
Non-standard.....	\$5,665

Late Payment: A penalty of ten percent (10%) of the amount of the consumer's water bill for water supplied by the municipal water system shall be imposed on any such bills that are delinquent.

Service Call (City Code Sec. 28-74)	\$125
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Sewer Rates

Residential	
Monthly Base Sewerage User Fee (\$/month)	\$11.02
Flow Charge	0.004061/gal
Designated Irrigation Meter.....	No Sewer Charges for a Designated Irrigation Meter

Late Payment: A penalty of ten percent (10%) of the amount of the consumer's sewer bill shall be imposed on any such bills that are delinquent.

Sewer Rates Significant Industrial User (SIU)

Monthly Fixed Charge	\$11.02
Flow Charge.....	Per individual SIU contract

Surcharge/Credit Coefficients

CBOD5	\$0.2925/lb
TSS.....	\$0.3442/lb
NH3	\$0.1032/lb
TP	\$0.4130/lb

Penalties:

Daily Limit Per SIU Contract.....	\$500
Monthly Limit Per SIU Contract	\$1,000
pH	\$100/incident

*SIUs who do not renew their contracts within 90 days of the expiration date will automatically and retroactively revert to the residential flow charge, plus any surcharges and penalties as outlined above.

Sewer Availability Charge

Standard.....	\$1,500
Non-standard.....	\$5,865

Storm Water Rates

Residential Lot Equivalent (RLE)	\$9.82/RLE
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Residential Lot Equivalent (RLE) equals 3,500 square feet of impervious surface. Each single-family residential property is one RLE. The other developed properties will be individually assigned a certain number of RLEs based on property size, impervious surface, and calculated storm water run-off.

Late Payment: A penalty of ten percent (10%) of the amount of the consumer's storm water bill may be imposed onto any such bills that are delinquent.

Water Availability Charge (WAC) Units & Sewer Availability Charge (SAC) Units

The City will adopt and use the Met-Council WAC & SAC schedule to determine the units for calculation of fees, excluding residential multifamily. Residential multifamily per unit (duplex, fourplex, apartments, etc.) 2 units=1 WAC/SAC.

<https://metro council.org/Wastewater-Water/Publications-And-Resources/Appendix-A-SAC-Criteria-for-Commercial-Properties.aspx>

Water Reclamation Facility

Hauled Waste\$44.11/1,000 gallons
Hauled Waste - Annual Registration\$300

Stormwater Pollution Prevention and Wetland Protection

Administrative Penalty\$100 per day per violation

CHAPTER 31 – TALL GRASS, WEED AND OTHER VEGETATION MANAGEMENT

Administrative Penalty\$100

APPENDIX B - UNIFIED DEVELOPMENT REGULATIONS

Administrative Penalty\$100

ADMINISTRATIVE FEES

Copies

Copies (100 pages or fewer).....\$.25/copy; \$.50/2-sided
Special requests from the public for information requiring more than 100 pages will be charged at the hourly wage of lowest paid employee able to retrieve/copy data plus materials and mailing costs.

Adopted Budget Book\$30
Annual Comprehensive Financial Report.....\$30
Capital Improvement Plan\$50
City Code Book Available Online\$0
City Code Book (Printed).....\$150
Code SupplementsActual Cost
City Council Packet (Available on website).....\$30
Copy of Meeting – DVD Format\$10
Filing for Mayor's Office & City Council (State Statute 205.13 Subd.3(b)\$5

Board/Commission Packets

Heritage Preservation Commission.....	\$20
Faribault HRA.....	\$25
Faribault EDA.....	\$25
Planning Commission.....	\$25
Ad Hoc Committee.....	\$15

Maps

Maps.....	\$5
Color map (42 x 60).....	\$30
Color map (24x36).....	\$20
Color map (11x17).....	\$5
Color map (8.5x11).....	\$2
Custom made maps.....	\$25-\$50

Project plans and specifications

Project costs < \$50,000.....	\$10/set
Project costs < \$50,000 - \$250,000.....	\$25/set
Project costs > \$250,000 - \$1,000,000.....	\$50/set
Project costs> \$1,000,000.....	\$75/set
Residential Lot Inventory (new document-multiple color pages).....	\$20
Returned Payment (per State Statute 604.113).....	\$30

Late Payment for Recurring Accounts Receivable Accounts: A penalty of ten percent (10%) of the amount of the customer's bill may be imposed on any such bills that are delinquent.

Assessment Searches

Standard response 2-5 business days.....	\$22
Rush response within 2 business days.....	\$33

Currency Exchange License Application Approval.....\$110

Airport Hangar Rent (based on 1-year lease – for monthly lease add \$15 per month)

Building 2.....	\$227.11/Month
Building 3.....	\$227.11/month
Building 4.....	\$254.68/month
Building 5 Unheated.....	\$350.59/month
Building 5 Heated.....	\$561.17/month
Private Hangar Land Lease (One-time charge of \$100 linear front ft at start of lease).....	\$0.2088/month
Glider Trailer Storage.....	\$288.75/Season
Glider Trailer Storage (November 15 th to March 15 th).....	\$500.00/month
Airport Fuel Flowage.....	\$0.0654month

Engineering Fees

Full Engineering Services - Design, Bidding, Construction Management Including Inter-Agency Coordination and Permits As Well As Project Inspection and Staking.....15%

Bidding and Construction Management Including Inter-Agency Coordination and Permits As Well As Project Inspections and Staking.....9%

General Project Administration, Overview and Limited Inspection to Ensure Compliance to City Standards and Project Acceptance by the City.....	5%
Right-Of-Way Management Registration	\$60
Excavation Permit	
Hole - Paved Surface	\$90
Hole - Unpaved Surface	\$60
Hole - Emergency.....	\$60
Trenching or Directional Boring	\$10/100 l.f. + holes
Obstruction Permit.....	\$45 + \$5/day
Permit Extension	\$25 + \$10/day
Driveway/Second Curb Cut.....	\$30
Sidewalk/Driveway Replacement.....	\$30
Utility Restoration Administrative Charge.....	\$300/hr. - 2 hr. minimum
Grading Permit without Recorded Stormwater Operations and Maintenance Agreement	\$50
Grading Permit with Recorded Stormwater Operations and Maintenance Agreement.....	\$100

Antenna Tower/Utility Pole Rental

Lease agreements are negotiated pursuant to rates, but subject to circumstances, technology, available space, etc.

Tenant's Leasing Space on City Elevated Tower or Monopole

One to Three PCS or Cellular, Community, Repeater, RCC, Multi-User, or Single User Antennas at Same Elevation.....	\$5,500/year
Four to Nine PCS or Cellular, Community, Repeater, RCC, Multi-User, or Single User Antennas at Same Elevation.....	\$16,500/year
Additional Antenna.....	\$1,850/year
Microwave or Sat. Dish < 2' additional fee	\$500/year
Microwave or Sat. Dish 2-3' additional fee.....	\$750/year
Microwave or Sat. dish > 3' additional fee	\$950/year
Small Cell/Can Antenna/Antenna Tower/Utility Pole Rental	Up to \$150 per year rent
Maintenance	\$25 per year
Electrical Service for nodes <= 100 watts.....	\$73 per radio node
Electrical Service for nodes > 100 watts.....	\$182 per radio node
Limit One Coaxial Line Per Antenna or Add Per Additional Coaxial Line.....	\$950/year
Initial Consulting for Review, Mapping, Study, etc. - Paid Prior to Review.....	\$2,500
Initial Landscape and Restoration - Paid Prior to Construction	\$1,500
Utility Pole Rental (increase 2% per year)	\$1,948.37

Subdivision and Vacation Application Fees (County fees included)

Minor Subdivision.....	\$300
Preliminary Plat.....	\$650+\$25/parcel (resulting)
Final Plat	\$500+\$25/parcel (resulting)
Plat Approval Extension.....	\$250

Vacation of Street, Easement or Other Public Reservation	\$500
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Zoning and Comprehensive Plan Application Fees (County fees included)

Certificate of Appropriateness.....	\$150
Comprehensive Plan Amendment	\$700
Conditional Use Permit	\$550
Interim Use Permit	\$550
Ordinance Amendment	\$550
PUD	\$800
PUD Amendment	\$500
Zoning Map Amendment.....	\$450
Site Plan Review	\$600
Site Plan Security/Building Permit TCO Escrow	110% of Improvements (Security in the form of cash, certified check, performance bond, or irrevocable letter of credit, subject to City approval)
SF/Duplex Building Permit Escrow	\$3,000 (For required driveway and landscape associated with construction and/or replacement of garage)
Zoning Appeal.....	\$200
Variance	\$400

Annexation and Environmental Review Application Fees (County fees included)

Annexation Petition	\$500
EAW, AUAR, or EIS.....	\$500
Extension to Record Documents or Start Construction	\$150

Administrative Zoning Permit Fees (County/State fees included)

Address Change Request from Property Owner	\$100
Beekeeping Permit	\$75
Home Occupation Permit	\$200
Home Occupation Permit Renewal	\$50 (every two years)
Sign Permit.....	\$100*
Sign Permit, Temporary	\$50
Sign Permit (Penalty for Installation Without a Permit)	Double the Sign Permit
Zoning Certificate (incl. Prescribed Grazing)	\$75
Zoning Compliance Letter	\$75
Expedited Zoning Compliance Letter (2-3 business days, as workload allows)	\$225

* When there is more than one sign per wall or leased area frontage, each sign is charged separately

Police Department Fees

Photos (i.e. accident, burglary, etc.)	\$0.25/printed photo
Copies of Police Reports.....	\$.25/pg for first 100 pgs

Over 100 Copies ..Charge hourly wage of lowest paid employee able to retrieve/copy the data plus materials/mailling costs.
 Copy of Items Put onto Media File.....\$12
 Contract Off-Duty Work\$95 per hour

Library Fees

Copies & Printing\$.15/sheet
 Copies & Printing (Double-sided).....\$.30/sheet
 Meeting Room (Non-profit Groups - No Charge).....\$30/4 hours
 3D Printing\$0.10/gram of filament
 Non-Residential Card (Set by State Statute)\$40
 Replacement Cards\$2
 Payment for Lost and Damaged Materials.....Replacement cost
 Obituary Research\$10/obituary
 Headphones.....\$1
 Flash Drives\$10
 Discarded Materials Sale Shelf Paperbacks \$0.25; Hardcover \$0.50; Books on CD \$2.00;
 DVDs \$1.00; Music CDs \$0.50

Private Activity (Tax Exempt) Bonds Issuance

Administrative Fee1/2 of 1% of the face amount of bond

Point of Sale Inspection

Inspector License.....\$113
 Inspection.....\$35
 Additional Visit\$35

Commercial and Industrial Development Program Application

Special Program Application.....\$150
 Industrial Development Loan\$350
 Minnesota Investment Fund.....\$350
 Economic Development Revolving Fund.....\$350
 Micro Loan Program\$100

Tax Abatement Program

Application\$500
 Tax Abatement Escrow \$10,000*
 *Applicants pay City's legal costs and consultant costs. Balance returned after City costs are recovered.

Tax Increment Financing

Application	\$500
Tax Increment Financing Escrow	\$20,000*
*Applicants pay City's legal costs and consultant costs . Balance returned after City costs are recovered.	

Recreation Center

(Periodically allows discounts up to 20% on programs for promotional purposes)

Aquatics

Lap Swim Punch Card (14 times)	\$55
Lap Swim - Individual.....	\$5
Open Swim - Ages 3 and up	\$5
Open Swim - Family.....	\$16
Open Swim Punch card (14 Punches).....	\$55
3 - Month Lap Swim Unlimited - Individual.....	\$90
Annual Lap Swim Unlimited - Individual (Jan - Dec 31).....	\$330
Pool Rental - One Hour.....	\$100
Birthday Party Rental (Room and Pool).....	\$120
Swim Lessons	\$50
Private Swimming Lesson - 1 Lesson.....	\$50
Private Swimming Lesson - 3 Lessons	\$100
Private Swimming Lesson - 5 Lessons	\$140
Semi-Private Lessons Per One-half Hour (2 Students) 1 Session	\$70
Semi-Private Lessons Per One-half Hour (2 Students) 3 Sessions.....	\$160
Semi-Private Lessons Per One-half Hour (2 Students) 5 Sessions.....	\$225
Water Fitness Punch Card (14 Punches)	\$55
Water Fitness (Pay Per Visit).....	\$5

Fitness Room

Weight Room Passes	Individual	Couples
Same Household		
1 month	\$40	\$60
3 months	\$90	\$144
6 months	\$170	\$275
12 months	\$300	\$400

Daily	\$6
Punch Card (14 Punches).....	\$55
Personal Training	varies

All Around Pass	Individual	Couples	Family (4 Members + \$20/member/month)
Same Household			
1 month	\$48	\$85	\$95
3 months	\$120	\$210	\$240
6 months	\$230	\$380	\$416
12 months	\$400	\$640	\$670

Aerobics- Individual

Daily	\$6
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Punch Card (14 Punches).....	\$55
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Locker Rooms

Daily lock rental.....	\$0
1 Month - Small Locker.....	\$7
1 Month - Large Locker.....	\$8
2 Months - Small Locker.....	\$9
3 Months - Small Locker.....	\$12
3 Months - Large Locker.....	\$14
4 Months - Small Locker.....	\$14
4 Months - Large Locker.....	\$16
5 Months - Small Locker.....	\$18
5 Months - Large Locker.....	\$20
6 Months - Small Locker.....	\$23
6 Months - Large Locker.....	\$25

Miscellaneous

Noon Time Adult Basketball - Daily	\$4
Open Gym.....	\$4
Open Gym Punch Card (14 Punches).....	\$48
Sauna Punch Card (14 punches).....	\$53
Sauna Only	\$6
Pickle Ball Punch Card (14 punches)	\$55
Pickleball - Daily.....	\$5

Youth Programs

Youth Sports - 4 sessions (Indoor Soccer, Bitty Basketball, Youth Basketball, Floor Hockey)	\$32
Youth Sports - 6 Sessions (Indoor Soccer, Bitty Basketball, Youth Basketball, Floor Hockey).....	\$40
Youth Sports - 8 sessions (Indoor Soccer, Bitty Basketball, Youth Basketball, Floor Hockey)	\$46
Flag Football.....	\$45
Cub Football.....	\$55
Summer Ball (Includes All Youth Summer Ball Programs).....	\$43
Baseball	\$50
Hershey Track.....	\$25
Safety Camp	\$53
Little Tykes.....	\$40

Youth Camps

Youth Camps - 4 Sessions - 3 1/2 to 8 years	\$32
Science Camp.....	\$40
Little Champ.....	\$46

Fun Center

Drop In (Daily).....	\$10
2 Weeks - Morning.....	\$36
2 Weeks - Afternoon	\$45
2 Weeks - Full Day.....	\$70
3 Weeks - Morning.....	\$54
3 Weeks - Afternoon	\$65
3 Weeks – Full Day.....	\$92

Tennis	\$47
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Youth Volleyball	\$40
Volleyball Camp (per Day).....	\$10
Youth Pickleball.....	\$28
Youth Soccer, hockey & Bitty Basketball weekday.....	\$35
Weekend.....	\$30
Spirit Team.....	\$32

Adult Programs

TKD (Taekwondo) Punch Card (10 Punches)	\$55
TKD (Taekwondo) Punch Card (20 Punches)	\$100
TKD (Taekwondo) Punch Card (40 Punches)	\$150
3-on-3 Basketball	\$185
Racquetball League	\$45
Racquetball - Daily	\$5 Per Person/Hr
Racquetball - 1 Month.....	\$32
Racquetball Punch Card (14 Punches).....	\$55
Adult Volleyball	\$40/game
Adult Volleyball Double-headers	\$40/game
Beginner Golf	\$63
Enrichment	Negotiable

Softball (Team)	
Plus Men 20 Games	\$40/game
Plus Other Leagues 12G	\$40/game

Fall Softball (10 games)	
Team.....	\$40/game
Teen softball league.....	\$300

Drop-In Programs

Ice Arena Public Skating - Individual	\$5
Ice Arena Public Skating - Family	\$18
Ice Arena Public Skating Punch Card (14 Punches)	\$53
Ice Skating Lessons	negotiable

Faribault Family Aquatic Center

General Admission at Entrance.....	\$8 w/tax
Active Military Rate	\$5 w/tax
Admission After 5:00 pm	\$5 w/tax
Resident Discount Pass - 10 passes	\$65 + tax
Resident Discount Pass - 20 passes	\$120 + tax
Resident Discount Pass - 30 passes	\$160 + tax
Non-Resident Discount Passes - 10 passes.....	\$60 + tax
Season Pass - Individual	\$80 + tax
Season Pass - Family	\$175+tax+addl members
(2 adults & 2 youth, plus \$20 any extra immediate family members)	
Preseason Sale	10% discount until May 15 for season tickets and discount tickets
Pool Rental (Before or After Hours).....	\$300 per hour + tax
Free Day	3rd Wednesday in June

Park Shelter Reservations

Full Day.....	\$60
Entire Park (Excluding North or South Alexander).....	\$350

Facility Rent

Classrooms – During Regular Hours of Operation	\$30/hour
Classrooms – Before Regular Hours of Operation	\$47/hour
Gymnasium – During Regular Hours of Operation	\$47/hour
Gymnasium – Before Regular Hours of Operation	\$62/hour
After hours rentals.....	\$87/hr

Washington Center (Full Facility).....	\$72/hour
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Community Center Birthday Party Sat and Sunday 1-4pm..	\$100/hour
Community Center- 3hr – Gym and Peterson Room with 2hr of pool time.....	\$300 + Tax
Community Center (Includes 2 hours of pool) Overnight.....	\$500

Armory Building Classrooms.....	\$35
Armory Building Gymnasium - 1 Court = 1/2 Gymnasium	\$35
Armory Building Gymnasium - 2 Courts = Full Gymnasium	\$70

Buckham West Dining Hall and Activity Room – During Regular Hours of Operation	\$40/hour
Buckham West Dining Hall and Activity Room – Before/After Regular Hours of Operation	\$55/hour
Buckham West Conference Room - During Regular Hours of Operation.....	\$53/hour
Buckham West Conference Room - Before or After Regular Hours of Operation.....	\$68/hour
Buckham West Commons Area - During Regular Hours of Operation.....	\$53/hour
Buckham West Commons Area - Before or After Regular Hours of Operation	\$63/hour
Buckham West Small Offices - During Regular Hours of Operation.....	\$18/hour
Buckham West Small Offices - Before or After Regular Hours of Operation.....	\$23/hour
Facility Rental Deposit (Refundable)	\$100
Military Discount (Families).....	10%

Viaduct Park

Meeting/warming room (3 hour block)	\$100 + Tax
○ Additional hourly rate	\$34 + Tax
Large gathering room & Fire Pit (3 hour block).....	\$300 + Tax
○ Additional hourly rate.....	\$100 + Tax
Pavillion - cement (summer season) (3 hour block)	\$100 + Tax
○ Additional hourly rate.....	\$34 + Tax
Pavillion - cement (summer months) (all day).....	\$500/day + Tax

References:

Ord. = City of Faribault Ordinance and may be found at <https://www.ci.faribault.mn.us/>

Res. = City of Faribault Resolution and may be found at <https://www.ci.faribault.mn.us/>

State Statute = State Statutes may be found at <https://www.revisor.mn.gov/statutes/>



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: December 9, 2025
SUBJECT: Resolution 2025-336 Approve the 2026-2030 Capital Improvement Plan

Background:

The City prepares a Capital Improvement Plan (CIP) for five-years with every budget process. The 2026-2030 CIP by fund is attached with this item. Below is a brief summary of 2026 and future budget years for each of these funds. Please note that other items that are considered capital could be purchased from other funds throughout the year based on the City's capitalization thresholds.

- **225 Airport** - 2026 will be a big year for the Airport as two significant construction projects - taxi lane and apron improvements that did not happen in 2025 and a runway overlay -- total more than \$2 million in work. This is mostly funded by federal and state grants, with the Airport fund able to support the local match through fund balance. Beyond 2026, no major construction projects are scheduled, with planning and maintenance items planned for 2028-2030.
- **217 Library Donation** - The Library's donation fund continues to earn interest with very modest spending on projects. 2026 has a planned spend of \$50,000 on new lighting for the third floor. A future project for a makerspace incubator is planned for 2028 or when a decision is made related to the future of the Community Center.
- **401 Street Improvements** - This fund required some extra discussion as we have a timing issue of revenues and expenditures. Specifically, there are a number of projects planned for 2026, but the revenues and fund balance cannot cover those expenditures. Given the stability of the franchise fee revenue, the Council agreed with the recommendation of staff to allow the fund to be budgeted to end in a negative cash position in 2026. Future reconstruction projects include 7th Street in 2030. A future review

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of available state aid for construction will be necessary moving forward as it appears local funds will be needed to accomplish some projects on state aid roads.

- **404 Park Improvements** - This fund has a very big 2026 planned as phase 2 of Viaduct Park has a planned borrowing and expenditure. 2026 will also represent the start of the full payments on the internal loan for phase 1 of Viaduct Park. 2026 also has some very important projects, including the replacement of Deer Bridge and the replacement/relocation of bathrooms in North Alexander Park. Playground equipment replacement continues to be planned annually as well. 2030 is the next year of major construction project which includes a skate park.
- **431 Capital Replacement** - This fund took some effort to plan for 2026. Due to fund balance levels over 50% at the end of 2024 in the General Fund, a transfer out to this fund has provided much needed cash to finance the 2026 projects and some in 2027, but will continue to be a future conversation with each budget cycle on how to fund capital needs. Some of the highlights for 2026 include the conclusion of the door access and facility camera upgrades and a new end loader. 2029 and 2030 have very large expenditures planned for the replacement of a pumper truck and ladder truck in the Fire Department. These purchases will require the City to borrow.
- **437 Public Facilities Fund** - This fund is going to kick-off 2026 with a negative cash balance and is awaiting the sale of two city-owned properties to return to a positive balance. 2026 has minimal planned expenditures with an upgrade to the Library elevator being the biggest project. More spending is proposed in future years as roof replacements become a priority for City Hall (2027) and the Public Works Facility (2029). There are also future facility projects planned which will start to take shape in the coming years. The community center has been bumped to 2028/2029 with the price tag for the largest new option proposed, and a new fire station is proposed for 2028. 2030 has a big expense for a new storage facility for the Police Department. There is not an ongoing funding source to support the smaller capital needs, while the bigger needs will require borrowing.
- **601 Water Fund** - This fund has some significant work planned for 2026, but a majority of it is related to things that did not get started in 2025, including multiple water main looping projects as well as the water reservoir rehabilitation project. 2027 is another big year of projects, as the rehabilitation of Well 3 will be necessary and a study for Well 8 will get underway. These projects are supported by bond proceeds from 2025 or the rates of the system moving forward.

- **602 Sanitary Sewer** - There are some significant sanitary sewer projects planned for 2026, including the siphon box project and repairs to buildings and structures at the Water Reclamation Facility. These will be funded with a \$3.5 million proposed bond. The next significant project year is 2030, where two major projects are set to occur at the WRF: \$8.5 million for a new final clarifier and \$5 million for general upgrades that will be better defined as that year gets closer. Absent bond funds, these projects are supported by the rates of the system.
- **603 Storm Water** - This fund has some big projects planned for 2026, which includes some sewer lining and a new outlet for Twin Lakes that did not occur in 2025. 2029 is the next year with significant spending on projects, which includes flood mitigation work along Division Street. This extends into 2030 as well. These projects are supported by the rates of the system.

Recommendation:

Approve Resolution 2025-336

Attachments:

1. Resolution 2025-336 Approve 2026-2030 Capital Improvement Plan
2. 2026 - 2030 Capital Improvement Plan

CITY OF FARIBAULT

RESOLUTION #2025-336

APPROVE THE 2026-2030 CAPITAL IMPROVEMENT PLAN

WHEREAS, a five-year Capital Improvement Plan has been prepared as part of the 2026 budget process, focusing on construction, equipment and large maintenance projects through 2030; and

WHEREAS, this plan takes into consideration the policies and programs previously established by the City Council, the urgent need and necessity for certain projects, the appropriate sequence of construction projects, and the capital expenditures necessary to carry on a balanced five-year program; and

WHEREAS, the Capital Improvement Plan allows for the coordination of long-range municipal needs and planning financially for large dollar projects.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Faribault, Minnesota, hereby adopts the 2026-2030 Capital Improvement Plan.

Date Adopted: December 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

2026 through 2030
Capital Improvement Plan
 Faribault, MN
Sources and Uses of Funds Details

Source	Project #	2026	2027	2028	2029	2030
Library Donation Fund (217)						
Beginning Balance		0	-50,000	-50,000	-1,050,000	-1,050,000
<u>Revenues and Other Fund Sources</u>						
<i>Revenue</i>						
<i>Other Fund Sources</i>						
Total Revenues and Other Fund Sources		0	0	0	0	0
Total Funds available		0	-50,000	-50,000	-1,050,000	-1,050,000
<u>Expenditures and Uses</u>						
<i>Capital Projects & Equipment</i>						
<u>Library</u>						
Library Makerspace Incubator	LIB E 27-02	0	0	1,000,000	0	0
Library Third Floor Lighting	LIB 26-02	50,000	0	0	0	0
	Total	50,000	0	1,000,000	0	0
<i>Other Uses</i>						
Total Expenditures and Uses		50,000	0	1,000,000	0	0
Change in Fund Balance		-50,000	0	-1,000,000	0	0
<u>Ending Balance</u>		-50,000	-50,000	-1,050,000	-1,050,000	-1,050,000

2026 through 2030
Capital Improvement Plan
 Faribault, MN
Sources and Uses of Funds Details

Source	Project #	2026	2027	2028	2029	2030
Airport Fund (225)						
Beginning Balance		783,613	679,900	660,400	635,400	620,400
<u>Revenues and Other Fund Sources</u>						
<i>Revenue</i>						
Federal- FAA		1,892,735	0	450,000	270,000	0
Sale of Capital Asset		0	3,000	0	0	0
State- MnDOT Aeronautics		133,479	52,500	25,000	15,000	52,500
Total		2,026,214	55,500	475,000	285,000	52,500
<i>Other Fund Sources</i>						
Total Revenues and Other Fund Sources		2,026,214	55,500	475,000	285,000	52,500
Total Funds available		2,809,827	735,400	1,135,400	920,400	672,900
<u>Expenditures and Uses</u>						
<i>Capital Projects & Equipment</i>						
<u>Airport</u>						
Taxi Lane/Apron Pavement Improvements	AIR 25-01	929,927	0	0	0	0
Airfield Crack Sealing	AIR F 30-01	0	0	0	0	75,000
Master Plan-AGIS	AIR E 27-02	0	0	500,000	0	0
Mill and Overlay East Taxilane Area	AIR F 29-01	0	0	0	300,000	0
Overlay of Runway 12/30	AIR F 26-02	1,200,000	0	0	0	0
Replacement - 2010 Toro 4110-D Mower #1108	AIR E 27-01	0	75,000	0	0	0
Total		2,129,927	75,000	500,000	300,000	75,000
<i>Other Uses</i>						
Total Expenditures and Uses		2,129,927	75,000	500,000	300,000	75,000
Change in Fund Balance		-103,713	-19,500	-25,000	-15,000	-22,500
<u>Ending Balance</u>		679,900	660,400	635,400	620,400	597,900

2026 through 2030
Capital Improvement Plan
 Faribault, MN
Sources and Uses of Funds Details

Source	Project #	2026	2027	2028	2029	2030
Street Imp Projects Fund (401)						
Beginning Balance		597,676	-316,776	29,094	1,720,214	2,724,134
<u>Revenues and Other Fund Sources</u>						
<i>Revenue</i>						
Federal Aid		0	0	0	720,000	0
Franchise Fees 34111		1,540,000	1,550,000	1,560,000	1,570,000	1,580,000
Gravel Tax		500	500	500	500	500
Interest 36210		50,000	0	25,000	7,500	10,000
MSA Construction 33419		380,000	870,000	1,623,750	2,984,975	4,642,500
MSA Maintenance 33418		85,620	88,620	91,620	94,720	96,230
Other State Aid 33422		55,428	60,000	65,000	70,000	75,000
Spec Assess 36101/2		184,000	190,000	180,000	170,000	160,000
Transfer In 39200		164,000	164,000	164,000	164,000	164,000
Total		2,459,548	2,923,120	3,709,870	5,781,695	6,728,230
<i>Other Fund Sources</i>						
Total Revenues and Other Fund Sources		2,459,548	2,923,120	3,709,870	5,781,695	6,728,230
Total Funds available		3,057,224	2,606,344	3,738,964	7,501,909	9,452,364
<u>Expenditures and Uses</u>						
<i>Capital Projects & Equipment</i>						
<u>Engineering</u>						
2026 - 2030 Downtown Area Parking Lot/Alley Imp	DWNTWN	350,000	50,000	50,000	50,000	50,000
2026 - 2030 Sidewalk/Trail Improvements	SWKTRL	0	49,000	0	66,000	0
2026 - 2030 Street Overlays	STOVLY	380,000	1,755,000	675,000	1,835,000	1,135,000
2026 - 2030 Street Reconstruction	STCON	2,644,000	723,250	1,293,750	2,826,775	4,162,500
Total		3,374,000	2,577,250	2,018,750	4,777,775	5,347,500
<i>Other Uses</i>						
Total Expenditures and Uses		3,374,000	2,577,250	2,018,750	4,777,775	5,347,500
Change in Fund Balance		-914,452	345,870	1,691,120	1,003,920	1,380,730
Ending Balance		-316,776	29,094	1,720,214	2,724,134	4,104,864

2026 through 2030
Capital Improvement Plan
 Faribault, MN
Sources and Uses of Funds Details

Source	Project #	2026	2027	2028	2029	2030
Park Improvements (404)						
Beginning Balance		1,200,000	245,500	136,500	127,500	-181,500
<u>Revenues and Other Fund Sources</u>						
<i>Revenue</i>						
Bond Proceeds 39310		3,700,000	0	0	0	0
E/G Franchise Fee 34111		560,000	560,000	560,000	560,000	560,000
Interest 36210		10,000	10,000	10,000	10,000	10,000
Parkland Dedication 36250		20,000	20,000	20,000	20,000	20,000
Transfer In 39200		86,000	86,000	86,000	86,000	86,000
Total		4,376,000	676,000	676,000	676,000	676,000
<i>Other Fund Sources</i>						
Total Revenues and Other Fund Sources		4,376,000	676,000	676,000	676,000	676,000
Total Funds available		5,576,000	921,500	812,500	803,500	494,500
<u>Expenditures and Uses</u>						
<i>Capital Projects & Equipment</i>						
<u>Engineering</u>						
2026 - 2030 Sidewalk/Trail Improvements	SWKTRL	45,500	0	0	0	0
2026- 2030 Bridge & Dam Improvements	BRIDGE	450,000	0	0	0	0
Total		495,500	0	0	0	0
<u>Parks</u>						
2025-2029 Trail Improvements/Maintenance	TRAILS	25,000	25,000	25,000	30,000	30,000
Picnic Shelter Addition - Kinder Park	PAR F 30-01	0	0	0	0	30,000
Picnic Shelter Addition - Spring Park	PAR F 29-02	0	0	0	30,000	0
Picnic Shelter Addition- Seabury Park	PAR F 29-10	0	0	0	100,000	0
Picnic Shelter At North Alexander Park	PAR F 29-09	0	0	0	65,000	0
Purchase - Zamboni	PAR E 25-04	0	100,000	0	0	0
Replacement - N Alexander Park Restrooms/MainBldg	PAR F 25-02	450,000	0	0	0	0
Replacement - Park Playground Equipment	PAR E 25-06	100,000	100,000	100,000	100,000	100,000
Repurpose Teepee Tonka Park	PAR F 29-03	0	0	0	100,000	0
Skatepark	PAR F 29-04	0	0	0	0	450,000
Viaduct Park- Ice Phase	VPark26	3,700,000	0	0	0	0
Total		4,275,000	225,000	125,000	425,000	610,000
<i>Other Uses</i>						
Internal Loan Int/Prin		560,000	560,000	560,000	560,000	560,000
Total		560,000	560,000	560,000	560,000	560,000
Total Expenditures and Uses		5,330,500	785,000	685,000	985,000	1,170,000
Change in Fund Balance		-954,500	-109,000	-9,000	-309,000	-494,000
Ending Balance		245,500	136,500	127,500	-181,500	-675,500

2026 through 2030
Capital Improvement Plan
 Faribault, MN
Sources and Uses of Funds Details

Source	Project #	2026	2027	2028	2029	2030
Capital Replacement Fund (431)						
Beginning Balance		1,130,134	328,225	0	0	0
<u>Revenues and Other Fund Sources</u>						
<i>Revenue</i>						
Bond Proceeds 39310		0	66,475	711,050	2,355,300	2,856,695
E/G Franchise Fee 34111		59,000	59,000	59,000	59,000	59,000
Interest 36210		10,000	0	0	0	0
Sale of Capital Asset 39101		65,300	35,800	39,200	204,700	11,000
Total		134,300	161,275	809,250	2,619,000	2,926,695
<i>Other Fund Sources</i>						
Total Revenues and Other Fund Sources		134,300	161,275	809,250	2,619,000	2,926,695
Total Funds available		1,264,434	489,500	809,250	2,619,000	2,926,695
<u>Expenditures and Uses</u>						
<i>Capital Projects & Equipment</i>						
<u>Aquatic Facility</u>						
Replacement- Climbing Wall	Aqua F 26-1	10,000	0	0	0	0
Total		10,000	0	0	0	0
<u>City Hall</u>						
Smart Board	SB-CH01	15,000	0	0	0	0
Total		15,000	0	0	0	0
<u>Community Center</u>						
Climbing Wall	COM E 29-01	0	0	0	16,000	0
Indoor Pool Climbing Wall	Com Pool E 26-1	15,000	0	0	0	0
Replacement - Fitness Room Equipment	COM E 24-01	11,500	12,000	12,500	13,000	13,500
Replacement - Gym Divider Curtain & Motor	COM E 26-02	15,000	0	0	0	0
Replacement - Strength Equipment	COM E 30-01	0	0	0	0	75,000
Total		41,500	12,000	12,500	29,000	88,500
<u>Engineering</u>						
Replacement - 2012 Ford Econoline Van	ENG E 27-02	0	60,000	0	0	0
Replacement - 2014 F150 Pickup #3	ENG E 30-01	0	0	0	0	60,000
Replacement - GPS Surveying Equipment	ENG E 28-02	0	0	40,000	0	0
Replacement - Plotter/Scanner	ENG E 28-01	0	0	20,000	0	0
Replacement - Topcon Station Survey Equip	ENG E 27-01	0	60,000	0	0	0
Replacement - Traffic Counting Equipment	ENG E 26-01	10,000	0	0	0	0
Total		10,000	120,000	60,000	0	60,000
<u>Equipment Maintenance</u>						
Break Press	STR-E-30-01	0	0	0	0	100,000
Total		0	0	0	0	100,000
<u>Finance</u>						
Folding Machine	Fin2030-1	0	0	0	0	18,195
Total		0	0	0	0	18,195
<u>Fire & Code Services</u>						
Inspector Vehicle	FIR E 26-01	55,000	0	0	0	0
Replacement - 1997 Ford F350 #2130	FIR E 28-02	0	0	100,000	0	0

Source	Project #	2026	2027	2028	2029	2030
Replacement - 2008 Spartan Fire Pumper #2115	FIR E 28-01	0	0	0	1,500,000	0
Replacement - Aerial Ladder Truck #2117	FIR E 30-01	0	0	0	0	2,500,000
Replacement - Trailer #2	FIR E 29-01	0	0	0	30,000	0
Total		55,000	0	100,000	1,530,000	2,500,000
<u>IT</u>						
Police Department Cameras	ITPD-CA26	104,325	0	0	0	0
Police Department Door Access	DCPD-IT26	108,675	0	0	0	0
Public Works Building Camera's	ITPW-CA26	48,709	0	0	0	0
Total		261,709	0	0	0	0
<u>Library</u>						
Replacement - Library Furniture	LIB E 26-01	0	0	75,000	0	0
Replacement - Library Security Gate System	LIB E 27-01	0	0	30,000	0	0
Replacement - Self-Checkout System	LIB E 28-01	0	0	12,000	0	0
Total		0	0	117,000	0	0
<u>Parks</u>						
Replacement - 2000 Toro Aerator #51	PAR E 27-05	0	6,500	0	0	0
Replacement - 2008 Towmaster Trailer #40	PAR E 28-06	0	0	15,000	0	0
Replacement - 2009 Downeaster Sander	PAR E 29-01	0	0	0	12,000	0
Replacement - 2012 Ford F550 Bucket Truck #39	PAR E 27-01	0	200,000	0	0	0
Replacement - 2014 Bobcat Soil Conditioner #42	PAR E 26-01	11,000	0	0	0	0
Replacement - 2015 Toro 72" Mower #30	PAR E 28-04	0	0	45,000	0	0
Replacement - 2017 Toolcat Stump Grinder #59	PAR E 27-02	0	15,000	0	0	0
Replacement - 2018 Toro 4000D Lawn Mower #27	PAR E 28-05	0	0	75,000	0	0
Replacement - 2019 Bobcat Toolcat #38	PAR E 28-03	0	0	75,000	0	0
Replacement - 2019 Chevrolet Silverado 2500 #6	PAR E 29-02	0	0	0	45,000	0
Replacement - 2020 Toro 5610 16" Mower #22	PAR E 30-01	0	0	0	0	130,000
Replacement - Backflow & Irrigation, N. Alexander	PAR M 26-01	30,000	0	0	0	0
Replacement - Backstop, North Alexander	PAR E 29-07	0	0	0	22,000	0
Replacement - Ballcarts (Parks) 2024 Forward	PAR-EQ-32	0	33,000	0	0	0
Replacement - Bleachers	PAR E 29-04	21,000	0	0	0	0
Replacement - Broyhill Load & Pack Garbage Truck	PAR E 29-03	0	0	0	220,000	0
Replacement - Ford F250 Pickup #32	PAR E 28-01	0	0	70,000	0	0
Replacement - Holiday Angels	PAR E 29-06	0	0	0	14,000	0
Replacement - Pickup Trucks (Parks) 2025 Forward	PAR-EQ-31	0	0	40,000	0	0
Replacement - Scoreboards, North Alexander	PAR E 28-02	0	0	78,000	0	0
Replacement - Wood Chipper #26	PAR E 25-01	0	70,000	0	0	0
Total		62,000	324,500	398,000	313,000	130,000
<u>Street</u>						
Drill Press	STR E 30-02	0	0	0	0	10,000
OTC 100-ton Press	STR E 30-01	0	0	0	0	20,000
Replacement - 2001 Sterling Patch Truck #101	STR E 29-01	0	0	0	222,000	0

Source	Project #	2026	2027	2028	2029	2030
Replacement - 2005 Sellair Compressor #305	STR E 27-02	0	33,000	0	0	0
Replacement - 2008 Ford F250 #407	STR E 27-04	56,000	0	0	0	0
Replacement - 2011 Cat Loader #111	STR E 26-01	425,000	0	0	0	0
Replacement - Grayco Sprayer #103	STR E 28-02	0	0	36,750	0	0
Replacement - John Deere Tractor #211	STR E 29-02	0	0	0	160,000	0
Replacement - Tar Kettle #401	STR E 28-03	0	0	85,000	0	0
Replacement- 2008 Cat 140H Grader #208	STR E 29-03	0	0	0	365,000	0
	Total	481,000	33,000	121,750	747,000	30,000
<i>Other Uses</i>						
Total Expenditures and Uses		936,209	489,500	809,250	2,619,000	2,926,695
Change in Fund Balance		-801,909	-328,225	0	0	0
	Ending Balance	328,225	0	0	0	0

2026 through 2030
Capital Improvement Plan
 Faribault, MN
Sources and Uses of Funds Details

Source	Project #	2026	2027	2028	2029	2030
Public Facilities Fund (437)						
Beginning Balance		0	599,082	0	0	0
<u>Revenues and Other Fund Sources</u>						
<i>Revenue</i>						
Bond Proceeds 39310		0	96,573	13,159,655	72,056,940	0
E/G Franchise Fee 34111		162,000	162,000	162,000	162,000	162,000
Interest 36210		6,082	0	0	0	0
Sale of Capital Asset 39101		592,000	0	0	0	0
Transfer In 39200		25,000	25,000	25,000	25,000	25,000
Transfer In- 2021BRefunding		0	0	0	0	1,948,859
Total		785,082	283,573	13,346,655	72,243,940	2,135,859
<i>Other Fund Sources</i>						
Total Revenues and Other Fund Sources		785,082	283,573	13,346,655	72,243,940	2,135,859
Total Funds available		785,082	882,655	13,346,655	72,243,940	2,135,859
<u>Expenditures and Uses</u>						
<i>Capital Projects & Equipment</i>						
<u>Aquatic Facility</u>						
Replacement - Aquatic Center Surfacing	AQU E 27-01	0	325,000	0	0	0
Total		0	325,000	0	0	0
<u>City Hall</u>						
Electrical Vehicle Charging Posts	EV-CH26	0	0	14,000	0	0
Exterior CH Maintenance	EX-CH30	0	0	0	0	50,000
Retaining Walls and Sidewalk	RE-CH28	0	0	55,000	0	0
Roof Power Supply Replacement	RF2-CH27	0	40,000	0	0	0
Roof Replacement	RF-CH27	0	250,000	0	0	0
Total		0	290,000	69,000	0	50,000
<u>Community Center</u>						
Replacement - Community Center	COM F 27-01	0	0	0	70,000,000	0
Total		0	0	0	70,000,000	0
<u>Fire & Code Services</u>						
Fire Station #2	FIR F 28-01	0	0	13,000,000	0	0
Fire Station Back Man Door	FIR F 27-02	0	10,000	0	0	0
Fire Station Expansion Joints Rehab	FIR F 26-01	11,000	0	0	0	0
Fire Station Windows	FIR F 29-01	0	0	0	45,000	0
Replacement - Fire Station Boiler	FIR F 27-01	0	50,000	0	0	0
Total		11,000	60,000	13,000,000	45,000	0
<u>Library</u>						
Clean & Restore Great Hall Murals	LIB F 27-01	0	60,000	0	0	0
Library Flooring	LIB F 29-01	0	0	0	200,000	0
Library Storm Windows-Lower Level and Clock Tower	LIB F 25-01	0	0	0	50,000	0
Upgrade - Library Elevator	LIB F 26-01	125,000	0	0	0	0
Total		125,000	60,000	0	250,000	0
<u>Parks</u>						
Bea Duncan Memorial Fountain Renovation	PAR F 28-01	0	0	30,000	0	0
Fishing Pier Addition	PAR F 28-02	0	0	35,000	0	0
Replacement - White Sands Trail Head Facility Roof	PAR F 26-01	0	25,000	0	0	0

Source	Project #	2026	2027	2028	2029	2030
Upgrade - Central Park Bandshell	PAR F 27-01	0	0	0	0	105,000
Upgrade Ballfied Lights to LED at No Alex Park	PAR F 29-05	0	0	0	100,000	0
Total		0	25,000	65,000	100,000	105,000
<u>Police</u>						
Storage Building	POL F 30-01	0	0	0	0	1,000,000
Total		0	0	0	0	1,000,000
<u>Street</u>						
LED Upgrade for All Facilities	LIGHTREP	50,000	0	0	0	0
Replacement - Roof Public Works & Parks Facility	STR F 29-01	0	0	0	1,635,400	0
Replacement - HVAC - Public Works Facility	STR F 27-01	0	122,655	122,655	163,540	122,655
Replacement - Salt Storage Shed Roof	STR F 28-01	0	0	90,000	0	0
Total		50,000	122,655	212,655	1,798,940	122,655
<u>Washington Center</u>						
Upgrade - Washington Center Air Conditioning	WCT F 29-01	0	0	0	50,000	0
Total		0	0	0	50,000	0
<u>Other Uses</u>						
Total Expenditures and Uses		186,000	882,655	13,346,655	72,243,940	1,277,655
Change in Fund Balance		599,082	-599,082	0	0	858,204
<u>Ending Balance</u>		<u>599,082</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>858,204</u>

2026 through 2030
Capital Improvement Plan
 Faribault, MN
Sources and Uses of Funds Details

Source	Project #	2026	2027	2028	2029	2030
Water Fund (601)						
Beginning Balance		0	-6,567,000	-10,074,015	-11,012,030	-12,232,250
<u>Revenues and Other Fund Sources</u>						
<i>Revenue</i>						
<i>Other Fund Sources</i>						
Total Revenues and Other Fund Sources		0	0	0	0	0
Total Funds available		0	-6,567,000	-10,074,015	-11,012,030	-12,232,250
<u>Expenditures and Uses</u>						
<i>Capital Projects & Equipment</i>						
<u>Engineering</u>						
2026 - 2030 Street Overlays	STOVLY	10,000	30,000	20,000	20,000	20,000
2026 - 2030 Street Reconstruction	STCON	772,000	197,250	258,750	303,000	832,500
	Total	782,000	227,250	278,750	323,000	852,500
<u>Street</u>						
Replacement - Roof Public Works & Parks Facility	STR F 29-01	0	0	0	170,200	0
Replacement - 2007 Int'l Single Axle #107	STR E 28-01	0	0	236,500	0	0
Replacement - HVAC - Public Works Facility	STR F 27-01	0	12,765	12,765	17,020	12,765
	Total	0	12,765	249,265	187,220	12,765
<u>Water</u>						
2025 - 2029 Valve & Hydrant Replacement	WATER 01	0	100,000	0	100,000	0
2026 - 2030 Water System Improvements	WATER	3,400,000	3,000,000	400,000	600,000	0
Replacement - Bobcat Skidloader #12	WAT E 30-01	0	0	0	0	80,000
Replacement - CAT Generator	WAT E 27-01	0	140,000	0	0	0
Replacement - Ram 3500 Pickup Truck #8	WAT E 30-02	0	0	0	0	65,000
Replacement - Water Meter Radios	WAT E 26-01	10,000	10,000	10,000	10,000	10,000
Reservoir Rehabilitation	WAT F 26-02	2,000,000	0	0	0	0
Water Supply Plan Update	WAT F 27-01	0	17,000	0	0	0
Well Sealing	WAT F 26-01	375,000	0	0	0	0
	Total	5,785,000	3,267,000	410,000	710,000	155,000
<i>Other Uses</i>						
Total Expenditures and Uses		6,567,000	3,507,015	938,015	1,220,220	1,020,265
Change in Fund Balance		-6,567,000	-3,507,015	-938,015	-1,220,220	-1,020,265
	Ending Balance	-6,567,000	-10,074,015	-11,012,030	-12,232,250	-13,252,515

2026 through 2030
Capital Improvement Plan
 Faribault, MN
Sources and Uses of Funds Details

Source	Project #	2026	2027	2028	2029	2030
Sanitary Sewer Fund (602)						
Beginning Balance		0	-5,525,900	-7,510,915	-8,778,930	-10,694,150
<u>Revenues and Other Fund Sources</u>						
<i>Revenue</i>						
<i>Other Fund Sources</i>						
Total Revenues and Other Fund Sources		0	0	0	0	0
Total Funds available		0	-5,525,900	-7,510,915	-8,778,930	-10,694,150
<u>Expenditures and Uses</u>						
<i>Capital Projects & Equipment</i>						
<u>Engineering</u>						
2026 - 2030 Street Overlays	STOVLY	10,000	40,000	20,000	20,000	20,000
2026 - 2030 Street Reconstruction	STCON	769,500	197,250	258,750	303,000	832,500
Total		779,500	237,250	278,750	323,000	852,500
<u>Sewer Collection</u>						
2026 - 2030 Sanitary Sewer System Improvements	SWR SYST	3,485,400	1,195,000	500,000	550,000	500,000
New Trash Pump	SWR E 26-02	50,000	0	0	0	0
Replacement - 2007 Towmaster Trailer #207	SWR E 27-01	0	25,000	0	0	0
Replacement - 2016 Ford F550 #01	SWR E 28-03	0	0	80,000	0	0
Replacement - 2018 Dodge Ram #10	SWR E 28-02	0	0	60,000	0	0
Replacement - Case Backhoe #25	SWR E 28-01	0	0	105,000	0	0
Replacement - Liftstation Generator	SWR E 28-04	0	0	85,000	0	0
Replacement - Skid Loader #207	SWR E 30-01	0	0	0	0	71,000
Replacement - Trailer Mount Pressure Washer	SWR E 26-01	16,000	0	0	0	0
Sanitary Sewer Structure Rehabilitation	SWR-REHAB	75,000	75,000	75,000	75,000	75,000
Total		3,626,400	1,295,000	905,000	625,000	646,000
<u>Street</u>						
Replacement - Roof Public Works & Parks Facility	STR F 29-01	0	0	0	170,200	0
Replacement - 2007 Int'l Single Axle #107	STR E 28-01	0	0	71,500	0	0
Replacement - HVAC - Public Works Facility	STR F 27-01	0	12,765	12,765	17,020	12,765
Total		0	12,765	84,265	187,220	12,765
<u>Water Reclamation Facility</u>						
Digester 2 Crack Repair/Block Rehab	WRF F 30-01	0	0	0	0	350,000
Digester 3 Access Hatch	WRF F 29-01	0	0	0	780,000	0
Final Clarifier 3 Addition	WRF F 30-02	0	0	0	0	8,500,000
Final Clarifier Building Roof Repair	WRF F 26-03	200,000	0	0	0	0
Primary Clarifier Structural Repairs	WRF F 26-01	650,000	0	0	0	0
Primary Sludge Piping Replacement	WRF F 27-02	0	410,000	0	0	0
Replacement - 2012 Ford Pickup #120	WRF E 26-02	50,000	0	0	0	0
Replacement - Sludge Lagoon Pump	WRF E 27-01	0	30,000	0	0	0
Replacement Influent Pump	WRF E 26-03	100,000	0	0	0	0
Wastewater Plant Upgrade	WRF F 30-03	0	0	0	0	5,000,000
WRF VFD Replacement	WRF E 26-01	120,000	0	0	0	0
Total		1,120,000	440,000	0	780,000	13,850,000
<i>Other Uses</i>						

Source	Project #	2026	2027	2028	2029	2030
Total Expenditures and Uses		5,525,900	1,985,015	1,268,015	1,915,220	15,361,265
Change in Fund Balance		-5,525,900	-1,985,015	-1,268,015	-1,915,220	-15,361,265
	Ending Balance	-5,525,900	-7,510,915	-8,778,930	-10,694,150	-26,055,415

2026 through 2030
Capital Improvement Plan
 Faribault, MN
Sources and Uses of Funds Details

Source	Project #	2026	2027	2028	2029	2030
Storm Water Fund (603)						
Beginning Balance		0	-3,206,000	-5,023,815	-5,709,630	-8,707,850
<u>Revenues and Other Fund Sources</u>						
<i>Revenue</i>						
<i>Other Fund Sources</i>						
Total Revenues and Other Fund Sources		0	0	0	0	0
Total Funds available		0	-3,206,000	-5,023,815	-5,709,630	-8,707,850
<u>Expenditures and Uses</u>						
<i>Capital Projects & Equipment</i>						
<u>Engineering</u>						
2026 - 2030 Street Overlays	STOVLY	0	50,000	50,000	10,000	10,000
2026 - 2030 Street Reconstruction	STCON	626,000	263,000	0	0	400,000
2026- 2030 Bridge & Dam Improvements	BRIDGE	50,000	150,000	0	0	0
	Total	676,000	463,000	50,000	10,000	410,000
<u>Stormwater</u>						
2026 - 2030 Stormwater Construction Projects	STW CONST	2,150,000	491,000	484,000	2,811,600	702,900
Replacement - Rover X Sewer Inspection Camera	STW E 26-01	230,000	0	0	0	0
Structural Stormwater BMP Projects	STW-REHAB	150,000	150,000	150,000	150,000	150,000
	Total	2,530,000	641,000	634,000	2,961,600	852,900
<u>Street</u>						
Replacement - Roof Public Works & Parks Facility	STR F 29-01	0	0	0	24,200	0
Replacement - 2005 Sterling Flusher #105	STR E 27-03	0	325,000	0	0	0
Replacement - HVAC - Public Works Facility	STR F 27-01	0	1,815	1,815	2,420	1,815
Replacement - Tymco Sweeper #217	STR E 27-01	0	387,000	0	0	0
	Total	0	713,815	1,815	26,620	1,815
<i>Other Uses</i>						
Total Expenditures and Uses		3,206,000	1,817,815	685,815	2,998,220	1,264,715
Change in Fund Balance		-3,206,000	-1,817,815	-685,815	-2,998,220	-1,264,715
Ending Balance		-3,206,000	-5,023,815	-5,709,630	-8,707,850	-9,972,565



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: December 9, 2025
SUBJECT: Resolution 2025-337 Approve the 2026 Franchise Fee Distribution

Background:

One major revenue of the City is franchise fees, which come from two sources. One is related to cable television franchise fees, which are received from Spectrum quarterly each year. This is a 5 percent fee that is captured on a customer's Spectrum bill and is then remitted to the City quarterly. These funds are deposited in the General Fund to support the general operations of the City. The other franchise fee is the gas and electric franchise fee, which is collected on a flat fee per meter basis from Xcel, Greater Minnesota Gas, and Steele Waseca and remitted to the City quarterly. While these revenues are budgeted and discussed as part of the funds they are part of, this resolution is a summary of only franchise fees, what is budgeted, and how they are to be allocated.

You will note that water and sewer are listed on the attachment as well. This actually functions as a transfer out of the Water and Sewer Funds and is a transfer in to the funds listed on the attachment, which is done on a monthly basis by the Finance Department. This charge is to even the playing field with those companies we charge a franchise fee to, though it is not broken out separately on a customer's bill each month. We are all paying for infrastructure in the right-of-way.

The attachment shows that we are budgeting less on cable franchise fees than in 2025. Currently, the 2025 figures are likely not going to hit the \$200,000 budget, so a reduction closer to what 2024 experienced is necessary. We are also budgeting less gas and electric franchise fee revenue overall, and are changing allocations based on how the allocation for Viaduct Park was to work. The Street Improvement Fund is only to receive the most recently adopted 2023 flat fee for gas and electric, while the other funds get a percentage distribution of the remaining original flat fee. Another year with actual data will help us better understand how the fees are flowing into each of the funds.

HONESTY • RESPECT • DEDICATED • VISIONARY • ACCOUNTABILITY

Recommendation:

Approve Resolution 2025-337

Attachments:

1. Resolution 2025-337 Approve 2026 Franchise Fee Distribution
2. Franchise Fees 2026-Revenues Allocations

CITY OF FARIBAULT

RESOLUTION #2025-337

APPROVE THE 2026 FRANCHISE FEE DISTRIBUTION

WHEREAS, the City of Faribault receives franchise fees from cable television and electric and gas utilities; and

WHEREAS, the City of Faribault also distributes a franchise fee from City-owned sewer and water funds; and

WHEREAS, franchise fees may be distributed among multiple funds for the various public purposes approved by the City Council.

NOW, THEREFORE BE IT RESOLVED, that the franchise fees for 2026 shall be distributed as listed on the attached schedule, effective January 1, 2026.

Date Adopted: December 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

CITY OF FARIBAULT FRANCHISE FEE HISTORY

	Actual 2022	Actual 2023	Actual 2024	Budget 2025	Budget 2026
REVENUE					
Cable Television (General fund & Street Improvement)	\$ 239,270	\$ 215,480	\$ 189,477	\$ 200,000	180,000
Gas & Electric (split below)	\$ 2,010,134	\$ 2,504,799	\$ 2,518,788	\$ 2,500,000	2,435,000
Water	\$ 94,630	\$ 94,630	\$ 94,630	\$ 94,630	94,630
Sewer	\$ 205,370	\$ 205,370	\$ 205,370	\$ 205,370	205,370
TOTAL	\$ 2,549,404	\$ 3,020,279	\$ 3,008,265	\$ 3,000,000	\$ 2,915,000

DESIGNATIONS (Cable Television)

General Fund - 101	\$ 239,270	\$ 215,480	\$ 189,477	\$ 200,000	180,000
TOTAL	\$ 239,270	\$ 215,480	\$ 189,477	\$ 200,000	\$ 180,000

DESIGNATIONS (Gas & Electric)

General Fund - 101		\$ 63,026	\$ 63,340	\$ 62,500	62,500
Street Improvement Fund - 401	\$ 1,470,134	\$ 1,701,506	\$ 1,820,918	\$ 1,536,000	1,540,000
Public Facility Projects - 437	\$ 162,000	\$ 206,371	\$ 207,314	\$ 162,000	162,000
Public Works Bond - 349	\$ 51,500	\$ 40,544	\$ 40,769	\$ 51,500	51,500
Capital Equipment Fund (431)	\$ 75,000	\$ 59,087	\$ 59,380	\$ 58,000	59,000
Park Improvements Fund (404)	\$ 251,500	\$ 434,264	\$ 327,067	\$ 630,000	560,000
TOTAL	\$ 2,010,134	\$ 2,504,798	\$ 2,518,788	\$ 2,500,000	\$ 2,435,000

DESIGNATIONS (Water & Sewer)

Street Improvement Fund - 401	\$ 250,000		\$ 164,000	\$ 164,000	164,000
Public Works Bond - 349	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	25,000
Park Improvements Fund (404)		\$ 250,000	\$ 86,000	\$ 86,000	86,000
Public Facility Projects - 437	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	25,000
TOTAL	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000

DESIGNATIONS (Overall)

General Fund - 101	\$ 239,270	\$ 278,506	\$ 252,817	\$ 262,500	\$ 242,500
Street Improvement Fund - 401	\$ 1,720,134	\$ 1,701,506	\$ 1,984,918	\$ 1,700,000	\$ 1,704,000
Public Works Bond - 349 (old 344 old 342)	\$ 76,500	\$ 65,544	\$ 65,769	\$ 76,500	\$ 76,500
Public Facility Projects - 437	\$ 187,000	\$ 231,371	\$ 232,314	\$ 187,000	\$ 187,000
Capital Equipment Fund (431)	\$ 75,000	\$ 59,087	\$ 59,380	\$ 58,000	\$ 59,000
Park Improvements Fund (404)	\$ 251,500	\$ 684,264	\$ 413,067	\$ 716,000	\$ 646,000
TOTAL	\$ 2,549,404	\$ 3,020,278	\$ 3,008,265	\$ 3,000,000	\$ 2,915,000

NOTES:

Ordinances 2005-20 and 2005-21 established the electric and gas franchise fees effective January 1, 2006.

Hickory Tech was granted a cable television franchise in 2006.

Greater Minnesota Gas was granted a natural gas franchise in 2018.

10%/year increases on electric and natural gas franchise fees in 2019 and 2020 adopted per Ord. 2018-09

2021 Consolidation of Franchise Fees and Operating Levy

2022 Increase in Electric & Gas Franchise Fee for Street Improvement Fund to eliminate road maintenance special assessments.

2023 Increase in Electric Franchise Fee for Xcel didn't begin January 1, began May 1.

2025 Decrease in Cable TV due to Hickory Tech discontinuing cable service

2026 Decrease in Cable TV due to Metronet entering internet market



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: December 9, 2025
SUBJECT: Whitetail Haven/415 Brand Ave - Preliminary Plat;
Final Plat; Development Agreement

Background:

Jason Olson (Owner) requests approval of a preliminary and final plat at 415 Brand Ave. The subject property is zoned R-2, Low Density Residential. The proposal combines two unplatted lots into one lot. The lot combination will allow for the property owner to erect a new accessory structure. The proposed preliminary and final plats are consistent with the planning and zoning aspects of the City's Unified Development Ordinance. More detail on the criteria and findings for the plats may be found in the corresponding resolutions. City staff do not recommend taking parkland dedication or fees in-lieu as the land is currently developed and will not increase in intensity with a future use. The DRC recommended approval of this project at its November 18, 2025, meeting.

During the Planning Commission public hearing on December 1, 2025, the Planning Commission unanimously recommended approval of the project to City Council. No one from the public spoke during the public hearing and staff received no comments prior to the meeting.

The developer's platting agreement is a standard agreement for platting new property within city limits. The agreement is needed to support the new plat and any future development.

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: December 9, 2025
SUBJECT: Resolution 2025-340 Approve the Preliminary and Final Plats for Whitetail Haven

Background:

See main agenda item.

Recommendation:

Approve Resolution 2025-340

Attachments:

1. Resolution 2025-340 Approve the Preliminary and Final Plats for Whitetail Haven

CITY OF FARIBAULT

RESOLUTION #2025-340

**APPROVE THE PRELIMINARY AND FINAL PLATS FOR
WHITETAIL HAVEN**

WHEREAS, Jason Olson (the “Applicant” and “Property Owner”) requests preliminary and final plat approval to combine two lots into one, legally described in Exhibit A (the “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 December 1, 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, between City Council and Planning Commission, the Applicant in consultation with, and by request of, Rice County changed only the name of the plat from Olson Addition to Whitetail Haven for the purposes of differentiating this plat from other plats in the County; and

WHEREAS, the City Council, on December 9, 2024, 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 Whitetail Haven as depicted on Exhibit B, subject to the attached conditions of approval, is appropriate with the following findings as required by Section 15-130 of the City's Unified Development

Ordinance:

- 1. Criteria: The proposed preliminary plat conforms with the requirements of the Unified Development Ordinance, the applicable zoning district regulations, and any other applicable provisions of this Ordinance, subject only to acceptable rule exceptions.**

Finding: The proposed preliminary plat is consistent with UDO requirements within the R-2, Low Density Residential 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 planned residential neighborhood. The existing residential use is consistent with this plan.

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

Finding: The preliminary plat provides for reasonable use of land intended for the existing residential development, based on sound planning and engineering principles. The project utilizes existing infrastructure and street frontages.

- 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. No new infrastructure is proposed and no change in access or traffic is expected.

- 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 Whitetail Haven 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 Whitetail Haven included in Exhibit B and Exhibit C, respectively, subject to the following conditions:

1. The Applicant or Owner must address to the satisfaction of the City, all plat-related comments and general clean-up items from City Staff including those listed in the Staff Report in Exhibit D and the City Attorney.
2. 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.

3. The Owner and City must enter into a Development Agreement the specifies the provisions of the development related to the plat.
4. Under Sec 15-338(A), the applicant will not be required to dedicate parkland or pay fees in lieu of parkland dedication, as the plat combines two parcels into one and there is no proposed intensity of land use.
5. Before recording the plat with the Rice County Recorder, the Owner must pay all applicable fees, special assessments, and taxes.
6. 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.
7. The City Planning Manager shall be provided with the signed Mylar copy of the final plat, after the final plat has been successfully recorded at Rice County. Mylar's of the Final Plat are retained by the City Engineer.
8. The City Engineer shall be provided with a final plat in a digital format suitable to the City Engineer as soon as possible after the final plat has been successfully recorded at Rice County.

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: December 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Exhibit A
Legal Description

Parcel 1: The South 100.00 feet of the North 218.00 feet of the West 150.00 feet of the North Half of the Southeast Quarter of the Southeast Quarter of Section 32, Township 110 North, Range 20 West of the Fifth Principle Meridian, in the City of Faribault, Rice County, Minnesota, subject to the Brand Avenue over and across the West side thereof.

AND

Parcel 2: The East 90.00 feet of the West 240.00 feet of the South 100.00 feet of the North 218.00 feet of the North Half of the Southeast Quarter of the Southeast Quarter of Section 32, Township 110 North, Range 20 West of the Fifth Principle Meridian, City of Faribault, Rice County, Minnesota

[illegible]

EXHIBIT D

STAFF REPORT

Insert Staff Report after this page



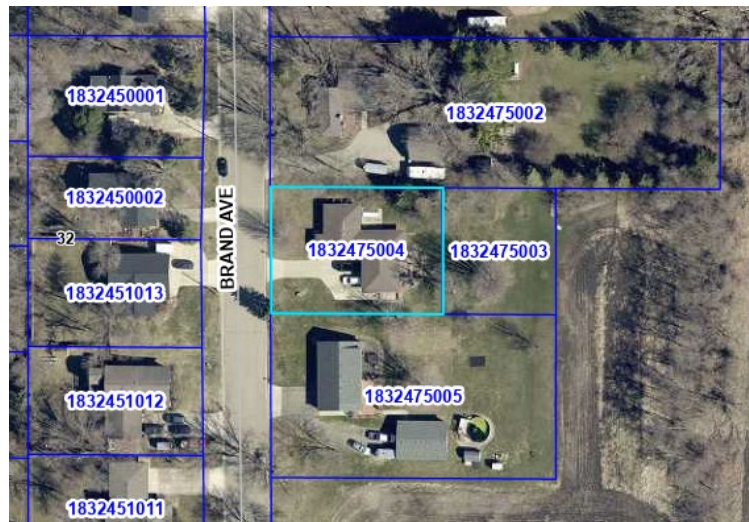
Staff Report to the Planning Commission

TO: Planning Commission
THROUGH: David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: December 1, 2025
SUBJECT: Olson Addition/415 Brand Ave – PPL; FPL

Request:	Applicant requests a preliminary and final plat approval for Olson Addition.
Recommendation:	The DRC, City Engineer, and City Planner recommend approval of the plats to City Council based on the findings and conditions in the attached draft resolutions.
Recommended Motion:	Motion to forward and recommend approval of the preliminary and final plats of Olson Addition to City Council, with findings and conditions suggested by city staff.

Request:

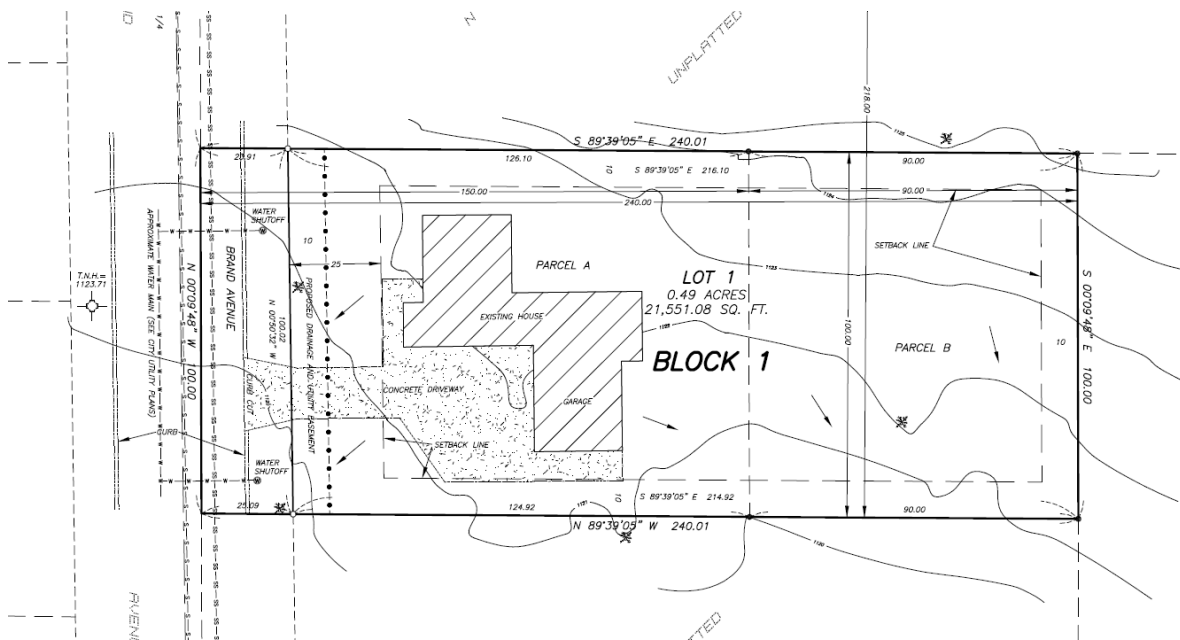
Jason Olson (the "Applicant" and "Property Owner") requests preliminary and final plat approval to combine two lots into one at 415 Brand Ave. The subject property is zoned R-2, Low Density Residential and contains approximately 21,551 square feet (0.49 acres) of land, as depicted in the attached plans.



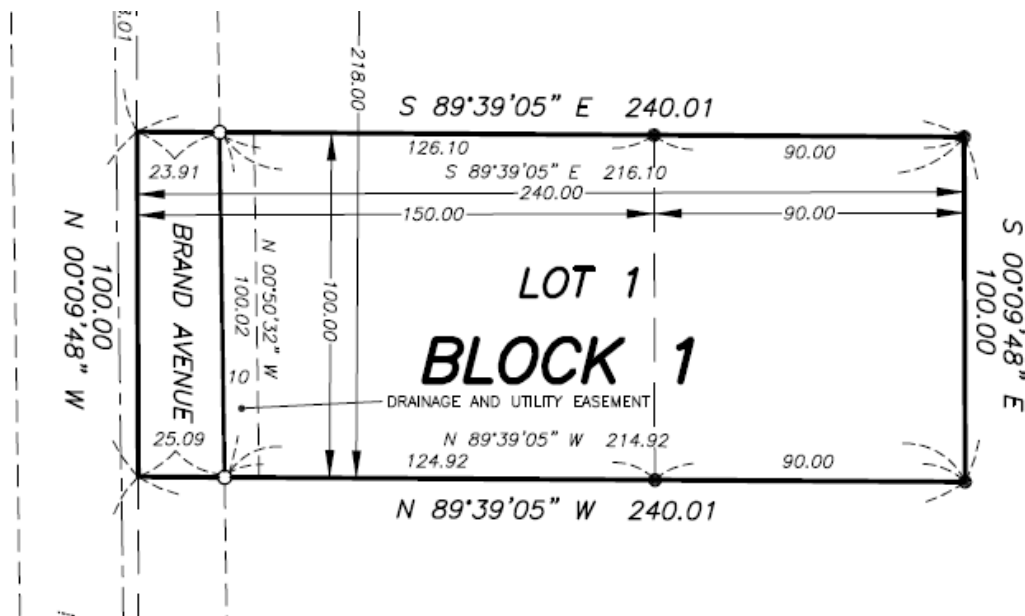
Location along Brand Ave

Background and Project Description:

The proposed preliminary and final plat seeks to combine two unplatted lots along Brand Ave. The adjoining properties are all residential uses and zoned R-2, with the exception of undeveloped land to the east zoned TUD, Transitional Urban Development. The combining of these properties will facilitate a new accessory structure in the backyard, which must be on the same property as the principal structure.



Preliminary Plat



Final Plat

Discussion:

The proposed preliminary and final plats are consistent with the planning and zoning aspects of the City's Unified Development Ordinance. The following provides an overview of the key planning and zoning-related items associated with:

Preliminary Plat

1. Existing and Surrounding Conditions. The subject property is bound to the north and east by residential. To the east is undeveloped land. To the west across Brand Ave are more residential uses.
2. Relationship to the Journey to 2040 Comprehensive Plan. The Journey to 2040 Comprehensive Plan guides the subject property for planned residential neighborhood. The proposed preliminary and final plat is consistent with the City's land use plan for this property.
3. Relationship to the Official Zoning Map. Faribault's Official Zoning Map identifies the subject property as R-2, Highway Commercial zoning district. The proposed preliminary plat is consistent with the uses and bulk regulations of the R-2 zoning district.
4. Street and Site Layout. The plat is east of and adjacent to Brand Avenue a 36-foot wide local road with no sidewalk and unmarked parallel parking on both sides. This road was reconstructed in 2019. The plat shall dedicate the necessary right-of-way for Brand Avenue to provide for a 60-foot total road right-of-way.
5. Grading, Drainage and Erosion Control. No proposed grading or drainage changes are proposed as part of the plat. Any future grading or drainage improvements must be in conformance with City Code and the City's Developer's Guide for Stormwater Management in effect at the time of the improvements.
6. Utilities and Easements.

There are no proposed utility improvements associated with the proposed plat. The existing use is connected to City services with sufficient size to serve the property.

Per City code section **Sec. 15-290. - Easements.**

- (A) *For utilities.* An easement for utilities at least five (5) feet wide shall be provided along side and rear lot lines, which when combined with easements on adjoining lots, forms a continuous easement of at least ten (10) feet. Additionally, a similar easement of at least ten (10) feet shall be provided

across the front lot line. If necessary for the extension of main water or sewer lines or similar utilities, easements of greater width may be required along lot lines or across lots, at the discretion of the City Engineer.

The City Engineer has determined that a 10-foot easement shall be dedicated along Brand Avenue and 5-foot easements along the remaining plat boundary lines.

7. Phasing and Development Schedule. Presuming City Council approves the preliminary and final plats concurrently, the Applicant and City will enter into a Platting Agreement that will address the details, responsibilities, and costs associated with the proposed subdivision.
8. Parkland Dedication or Fees In-Lieu. The plat meets the criteria to not require parkland dedication or fees in-lieu due to the number of lots decreasing and the intensity of the residential use not changing.

Final Plat

1. Final Plat Requirements. The proposed final plat is consistent with the preliminary plat.

Development Review Committee Recommendation. The City's Development Review Committee (DRC) reviewed the proposed applications on November 18, 2025, and recommended approval of the plats with conditions. The Applicant has not yet revised the plats to address the DRC's conditions.

Public Comment. City Staff received no public comment prior to publishing this report. Notification for this item was published in the paper on November 20, 2025 and letters sent to property owners within 350-feet.

Recommendation:

The DRC, City Engineer, and City Planner recommend approval of the easement vacation, plats, and CUP to City Council based on the findings and conditions in the attached draft ordinance and resolutions.



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: December 9, 2025
SUBJECT: Resolution 2025-343 Authorize Execution of
Whitetail Haven Development Agreement

Background:

See main agenda item.

Recommendation:

Approve Resolution 2025-343

Attachments:

1. Resolution 2025-343 Authorize Execution of Whitetail Haven Development Agreement

CITY OF FARIBAULT

RESOLUTION #2025-343

AUTHORIZE EXECUTION OF WHITETAIL HAVEN DEVELOPMENT AGREEMENT

WHEREAS, the Faribault City Council, on December 9, 2025, approved Resolution 2025-340: Approve the Preliminary and Final Plats for Whitetail Haven; and

WHEREAS, as a condition of approval of said final plat, Resolution 2025-340 requires that the City of Faribault (the "City") and Jason Olson (the "Developer") enter into a Development Agreement; and

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

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

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

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

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

(remainder of this page is intentionally left blank)

Date Adopted: December 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A

Developer's Platting Agreement

(insert Developer's Platting Agreement after this page)

**WHITETAIL HAVEN
DEVELOPER'S PLATTING-ONLY AGREEMENT**

THIS DEVELOPER'S PLATTING AGREEMENT (this "Agreement") dated _____, 20____, by and between the City of Faribault, a Minnesota municipal corporation (the "City"), and Jason Olson, a single person (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 combine the Property into one lot for residential use, zoned R-2, Low Density Residential.
- C. The City Council approved the preliminary and final plat of the Property in Resolution 2025-340 on December 9, 2025, (attached as Exhibit B) (the "Plat" or "Authorizing Resolution"). Said resolution is incorporated by reference to this Agreement as if fully set forth herein. This Agreement is subject to the conditions and requirements of the Authorizing Resolution, the Faribault City Code, state statutes, and the City Attorney's plat opinion.

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 fee owner of the Property, a single person.
- B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under 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 WHITETAIL ADDITION approved by the City Council in Resolution No. 2025-340 on May 25, 2022, attached as Exhibit B. Platting requirements include, but are not limited to, the following:

- A. General Requirements. The Developer must satisfy, complete, and abide by all requirements in the Authorizing Resolution outlined in Exhibit B and elsewhere in this Agreement. The Developer must address all plat, engineering, and other items and opinions as may be directed by the City Attorney, City Engineer, or others with City review and approval authority.
- B. Title Work/Consent/Attorney Review. Before recording the Plat with Rice County, the Developer must provide the City with an updated and certified Abstract of Title and/or Registered Property Abstract per Minnesota Statutes 505.03. Alternatively, the Developer must provide a Commitment for a Title Insurance Policy for the Property naming the City as the proposed insured and with \$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 Developer is not required to dedicate parkland or pay fees in-lieu as the subdivision meets the exemption outlined under the Unified Development Ordinance, Chapter 15, Sec. 15-338. The proposed subdivision does not increase the number of parcels and will not intensify the demand for city parks.
- E. 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.
- F. 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.
- G. 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.

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

- A. 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.
- B. 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 any of the provisions or requirements of this Agreement. 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.

- C. 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 or unassociated 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 lot 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.

- J. Remedies Not Exclusive. No remedy conferred by any provision of this Agreement is the Party's exclusive remedy. In addition to the rights and remedies in this Agreement, the Parties will have all other rights and remedies provided to them by applicable law, rule, exception, or other agreement.
- K. Disclaimer of Relationships. The Developer or any third party must not deem or construe this Agreement or any act by the City or the Developer to create any relationship of a third party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.
- L. Counterparts. The Parties to this Agreement may execute in any counterparts, each of which will constitute the same instrument.
- M. Changes in Official Controls. For two (2) years from the date of

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

- N. Other Development Agreements. Any additional development agreements affecting the Property are incorporated in this Agreement by reference as if fully included in this Agreement. If any such development agreements and this Agreement are inconsistent, the language of this Agreement will control.
- O. Administration of Data. The City will administer data provided to the Developer or received from the Developer under this Agreement per the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- P. Additional Requirements. The Developer 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.
- Q. Certificate of Completion. Upon the Developer's compliance with the Agreement and recording of the Plat, the City agrees to execute and record a Certificate of Completion in the form attached hereto as Exhibit E.

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

under this Agreement as follows:

- A. As to the Developer: Jason Olson
415 Brand Avenue
Faribault, MN 55021
- B. As to the City: City of Faribault
Attn: City Administrator
208 NW First Avenue
Faribault, MN 55021-5105
- with a copy to: Scott J. Riggs, City Attorney
Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402-1299

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

The remainder of this page is left intentionally blank.

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

CITY OF FARIBAULT

By: _____

Thomas J. Spooner
Mayor

By: _____

Jessica L. Kinser
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 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.

By: _____

Notary Public

DEVELOPER

By: _____

Jason Olson

STATE OF MINNESOTA)
) SS.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Jason Olson, a single person, the property owner and Developer.

Notary Public

This document drafted by:

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

EXHIBIT A
LEGAL DESCRIPTION

Parcel 1: The South 100.00 feet of the North 218.00 feet of the West 150.00 feet of the North Half of the Southeast Quarter of the Southeast Quarter of Section 32, Township 110 North, Range 20 West of the Fifth Principle Meridian, in the City of Faribault, Rice County, Minnesota, subject to the Brand Avenue over and across the West side thereof.

AND

Parcel 2: The East 90.00 feet of the West 240.00 feet of the South 100.00 feet of the North 218.00 feet of the North Half of the Southeast Quarter of the Southeast Quarter of Section 32, Township 110 North, Range 20 West of the Fifth Principle Meridian, City of Faribault, Rice County, Minnesota

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

EXHIBIT B
RESOLUTION #2025-340 APPROVE PRELIMINARY AND FINAL PLAT OF
WHITETAIL HAVEN

(Insert after this page)

EXHIBIT C

Insert Plat Opinion

EXHIBIT D
CERTIFICATE OF PLAT MONUMENTATION



Certification of Plat Monumentation

Name of Plat/Subdivision: _____

Name of Developer: _____

Survey Company: _____

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

Signature

Date

Name

License No.

EXHIBIT E
CERTIFICATE OF COMPLETENESS

The undersigned hereby certifies that _____, fee owner and single man (the "Developer"), has fully complied with their obligations under the Development Agreement dated _____, 20____ (the "Agreement") with the City of Faribault, which was recorded with the County recorder of Rice County, Minnesota on _____, 20____ as Document Number _____ and the Registrar of Title for Rice County, Minnesota on _____, 20____ as Document Number _____.

Dated: _____, 20____.

CITY OF FARIBAULT

By: _____
Thomas J. Spooner
Mayor

By: _____
Jessica L. Kinser
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

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

Notary Public



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: December 9, 2025
SUBJECT: Resolution 2025-344 Approve Conditional Use Permit Amendment for a K-12 Charter School at 128 8th Avenue NW

Background:

Jonathan Starr (Applicant) with support from Todd Nelson of T Nelson Properties LLC (Property Owner) requests approval of a conditional use permit (CUP) amendment to expand the Surad Academy K-12 school at 128 8th St NW. The CUP amendment proposed by Surad Academy will expand the school into the former daycare part of the building. The part they currently occupy is approximately 13,000 square feet and the expansion is approximately 6,000 square feet. Although Surad Academy is increasing its space, the number of staff is not expected to increase significantly. The total number of students (250) and staff (25) from the original CUP is not changing, as the expansion is needed to facilitate meeting the original limit. The property has significantly more parking spaces than required by City Ordinance and the school has operated since 2023 with an acceptable plan for pick up and drop off.

The proposal meets the criteria for granting a CUP amendment. The expansion is a reasonable request and helps facilitate Surad Academy continuing operations in Faribault. City staff are not aware of any issues with current traffic to the property and don't anticipate further issues as they continue building to full capacity. The parking lot can accommodate more than the minimum number required for this use. More details on the criteria and findings may be found in the associated Resolution.

At the Planning Commission public hearing on December 1, 2025, Commissioners unanimously forwarded the proposal with a recommendation for approval to City Council. No public comments were heard at the meeting or submitted to City Staff.

Recommendation:

HONESTY • RESPECT • DEDICATED • VISIONARY • ACCOUNTABILITY

Approve Resolution 2025-344

Attachments:

1. Resolution 2025-344 Approve a Conditional Use Permit Amendment for a K-12 Charter School at 128 8th Avenue NW

CITY OF FARIBAULT

RESOLUTION #2025-344

APPROVE A CONDITIONAL USE PERMIT AMENDMENT FOR A K-12 CHARTER SCHOOL AT 128 8TH AVE NW

WHEREAS, Jonathan Starr (the "Applicant") with support from Todd Nelson of T Nelson Properties LLC (the "Property Owner") requests approval of a conditional use permit (CUP) amendment to expand the Surad Academy K-12 school at 128 8th St NW (the "Property"), legally described in Exhibit A; and

WHEREAS, the Applicant proposes expanding their existing use into the rest of the approximately 19,000 square foot building (the "Project"), as generally depicted in Exhibit B; and

WHEREAS, the Property is zoned C-2 Highway Commercial District; and

WHEREAS, Chapter 11, Article 1, Table 11-1 of the City of Faribault's Unified Development Ordinance requires a conditional use permit for K-12 school in the C-2 Highway Commercial District; and

WHEREAS, City Council approved the original CUP (Resolution 2023-074) with conditions; and

WHEREAS, this Resolution intends to amend and update Resolution 2023-074 pursuant to the recitals in this Resolution; and

WHEREAS, City Staff completed a review of the Applicant's conditional use permit application and prepared a report to the Planning Commission about said request, attached as Exhibit C; and

WHEREAS, the Planning Commission, on December 1, 2025, following proper notice, held a public hearing to consider the Applicant's request; and

WHEREAS, following the public hearing, the Planning Commission unanimously recommended that the City Council approve the Applicant's conditional use permit amendment request based on the findings required in Section 2-300 of the Unified Development Ordinance as follows:

- 1. The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare.**

Finding: The proposed school expansion will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare of neighboring properties. The use and overall property are compatible with nearby uses within the general area and adjacent commercial and residential properties. The applicants demonstrated their current pick-up and drop-off procedures do not create a traffic issue and staff has not received any complaints about their operations. Staff does not anticipate traffic concerns that will result in adverse impacts.

- 2. The conditional use will not be injurious to the use and enjoyment of other property in the vicinity and will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**

Finding: The expanded school use will not negatively impact other nearby properties. Properties in the immediate area are primarily commercial and residential, but the applicant has successfully demonstrated they can contain most of their operations on the subject property and adjoining rights-of-way. The proposed school expansion and development of the property does not impede the investment and development of adjacent properties.

- 3. The conditional use will be designed, constructed, operated, and maintained in a manner that is compatible in appearance with the existing or intended character of the surrounding area.**

Finding: The proposed school expansion will take place within an existing structure, which is compatible and supportive in the context of other properties in the general area. Review of the application has demonstrated that performance standards of the city are met and are complementary to the character of the surrounding area.

4. The conditional use will not impose hazards or disturbing influences on neighboring properties.

Finding: The proposed school expansion has demonstrated their ability to limit any traffic hazards on the neighborhood, and the use itself does not generate any hazards or disturbing influences on the neighborhood.

5. The conditional use will not substantially diminish the value of neighboring properties.

Finding: The proposed school expansion is unlikely to diminish nearby property values. The applicant will continue their operations and address any traffic concerns that may arise. The presence of the school and reinvestment in the property may positively impact nearby property values.

6. The site is served adequately by essential public facilities and services, including utilities, access roads, drainage, police and fire protection, and schools or will be served adequately as a result of improvements proposed as part of the conditional use.

Finding: Public sewer, water, and all other applicable municipal services serve the subject property. The property has adequate access to the larger road network. The business may generate traffic, but Division St and 4th St to the south and west, respectively, will adequately disperse traffic.

7. Development and operation of the conditional use will not create excessive additional requirements at public cost for facilities and services and will not be detrimental to the economic welfare of the community.

Finding: The project will not generate a notable increase in demand for public facilities or services. The expansion utilizes existing infrastructure and is located in a location with existing coverage of city services. The school's expansion may be seen

as a positive contribution to the economic welfare of the community by increasing opportunities for education and improving the quality of life.

- 8. Adequate measures have been or will be taken to minimize traffic congestion in the public streets and to provide for adequate on-site circulation of traffic.**

Finding: The City Engineer reviewed the original project and noted that the surrounding streets and site layout can accommodate the increased traffic. The number of students and staff are not increasing with this amendment, so the impact is the same despite an increase in square footage.

- 9. The conditional use will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance to the community.**

Finding: The Property does not have important natural, scenic, or historic features.

- 10. The conditional use is consistent with the applicable policies and recommendations of the City's Land Use Plan or other adopted land use studies.**

Finding: The City's Comprehensive Plan guides the Property for commercial/residential mixed use and is consistent with the overall project proposal.

- 11. The conditional use(s), in all other respects, conforms to the applicable regulations of the district in which it is located.**

Finding: The project conforms to the Unified Development Ordinance requirements and applicable regulations within the C-2 Highway Commercial Zoning District for a K-12 school.

WHEREAS, Section 7-30 of the Unified Development Ordinance includes specific development standards required for K-12 schools in permitted commercial districts as follows:

School, (K-12) in permitted commercial districts.

- 1. Parking must comply with chapter 8 of the City's Unified Development Ordinance.**

Finding: The subject site has adequate parking for the number of students and staff.

2. **The school must provide an appropriate pick-up and drop-off area that minimizes traffic congestion and is safe for vehicles and pedestrians.**

Finding: The original CUP established a pick-up and drop-off system that has not received any complaints. The applicant has demonstrated that they have an acceptable plan for minimizing traffic congestion and establishing safety for cars and pedestrians.

3. **Outdoor play or activities must have a defined space enclosed by a fence, landscape buffer, or other measure suitable for the age group served.**

Finding: The property has an existing outdoor play area on the north side of the building.

4. **To the extent practical all new construction or additions to existing buildings shall be compatible with the scale and character of the surroundings.**

Finding: No changes to the building exterior are proposed.

5. **Exterior building materials must meet the standards specified for commercial uses.**

Finding: No changes to the building exterior are proposed.

WHEREAS, the City Council, during a public meeting on December 9, 2025, considered the Applicant's conditional use permit request; and

WHEREAS, based on the City Staff report, the results of the public hearing, and the written findings of the Planning Commission as noted above, the City Council concurs with the findings of the Planning Commission and makes identical findings.

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

Section 1: Approval of a Conditional Use Permit. The City Council hereby approves the Applicant's conditional use permit request at the

property described in Exhibit A to establish the drive-through at the Property described in Exhibit B, subject to the conditions in Sections 2, 3, and 4 of this Resolution.

Section 2: Prior Approval Amended and Updated. The Faribault City Council hereby amends the previous CUP approval through Resolution 2023-074 pursuant to the update described and approval granted in this Resolution.

Section 3: Conditions of Approval. The conditional use permit is approved subject to conditions listed herein as authorized under Section 2-310 of the Unified Development Ordinance, which are deemed necessary to mitigate potential adverse impacts associated with the conditional use, to protect neighboring properties, and to achieve the objectives identified in the Unified Development Ordinance. The conditions of approval are as follows:

1. The Applicant and Owner must install and maintain the approved fence and appropriate traffic circulation signage and surface painting, in substantial conformance with the plan in Exhibit B.
2. The City's Development Review Committee (DRC) is authorized to approve minor amendments to the site for this use (as determined by the DRC).
3. The proposed school and expansion must meet all required development conditions listed in Section 7-30 of the City's Unified Development Ordinance.
4. If the City's DRC identifies and determines that the proposed use creates a parking problem, the Applicant and Owner must prepare and implement a plan to mitigate parking concerns, subject to DRC approval.
5. The DRC may require that the exit driveway from the site onto 9th Ave NW may be widened up to a maximum of twenty-four (24) feet wide for traffic congestion, as determined by the DRC.
6. Before any remodeling of or within the building, the Applicant and Owner must obtain all required and applicable permits and licenses.

7. The Owner must complete a lot combination or platting process to combine the two parcels within one (1) year of the date of this resolution. The application shall include a certificate of survey and title commitment.

Section 4: Additional Conditions of Approval. This conditional use permit includes the following additional conditions of approval:

1. Failure of the City to act on a violation of a condition, covenant, or term of this permit is not a waiver of such condition, covenant, or term, or any subsequent violation of the same or any other condition, covenant, or term.
2. The City may inspect the Property at all reasonable times to ensure compliance with the conditions of this permit.
3. This permit is subject to the City's code requirements. The Owner must comply with all applicable federal, state, and local laws, rules, and ordinances and obtain other permissions and permits as may be required.
4. The violation of any terms or conditions of this permit, including but not limited to any applicable federal, state, or local laws, rules, regulations, and ordinances, may result in revocation of the permit. The City must give the Owner written notice of any violation and reasonable time, as determined by the City, to cure the violation before the permit revocation.
5. This permit and its conditions are binding on the parties, their successors, and assigns. This permit runs with the Property and does not affect the subsequent sale, lease, or change from current ownership. The Owner's obligations under this permit shall also be the obligations of any subsequent owners or assigns of the Property.
6. Use of the Property as allowed by this permit signifies the agreement of the permit's terms and conditions without qualification, limitation, or reservation.
7. If substantial development or construction of the Project has not taken place within one (1) year of the date of approval of the conditional use permit, such permit shall be void unless the City Council grants a time extension. The Owner must submit an extension request in writing at least thirty (30) days before the expiration of the conditional use permit.

Section 5. Findings and Incorporation of Recitals and Exhibits.

Where applicable, the recitals and exhibits incorporated in this Resolution constitute the written findings of the City Council, all of which protect the public's health, safety, and welfare.

Section 6. Authorization to take Additional Steps. The City Council authorizes the Mayor, City Administrator, City Staff, and the City's Consultants to take any additional steps and actions necessary or convenient to accomplish the intent of this Resolution, including any minor changes to this Resolution.

Section 6. Effective Date. This Resolution shall be effective upon passage.

(Remainder of this page intentionally left blank)

Date Adopted: December 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Exhibit A

Legal Description

LEGAL DESCRIPTIONS:

PARCEL 1

Those parts of Lots 1, 2, 3, 8, 9, 10, the vacated alley in Block 12, and that part of vacated First Street Northwest which lies adjacent to and directly South of said Block 12, which lie South and East of a line parallel with and 10.00 feet southeasterly from and at right angles to the center line of the easterly most spur track of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; all being in the plat of MCCLELLANS'S SECOND ADDITION, Faribault, Rice County, Minnesota; subject to County State Aid Highway 18 over the northerly side of said Lots 1 and 2 in Block 12; said parcel being more exactly described as follows: Beginning at the Southwest corner of Northwest Quarter of Section 31, Township 110 North, Range 20 West of the Fifth Principal Meridian, Faribault, Rice County, Minnesota; thence easterly, along the South line of said Northwest Quarter of Section 31 (for purposes of this description bearing of said South line of Northwest Quarter is assumed North 89° 28' 15" East), a distance of 349.56 feet to a point in the prolongation southerly of the West line of Eighth Avenue Northwest; thence North 0° 00' 00", along the West line and the prolongation southerly of said West line of Eighth Avenue Northwest, 278.00 feet to the Southeast corner of Block 12 in said MCCLELLANS'S SECOND ADDITION and the true point of beginning of the parcel to be herein described; thence North 0° 00' 00", along the East line of said Block 12 and said West line of Eighth Avenue Northwest, 326.34 feet to a point in the South line of County State Aid Highway 18; thence South 73° 57' 53" West, along the South line of said Highway, 133.77 feet to a point in a line, distant 10.00 feet southeasterly from and parallel with the center line of the most easterly spur track of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence along said parallel line South 3° 37' 08" West, 114.70 feet to the beginning of a circular curve; thence along said curve, concave northwesterly, an arc distance of 272.56 feet (curve data: delta angle = 28° 14' 39", radius = 552.91 feet), to a point in the South line of vacated First Street Northwest; thence North 89° 28' 36" East, along said South line of vacated First Street Northwest 217.98 feet to the West line of Eighth Avenue Northwest; thence North 0° 00' 00", a distance of 80.00 feet to the true point of beginning.

PARCEL 2

Part of Block 12, the vacated alley in said Block 12 and the vacated portion of First Street Northwest, MCCLELLAND'S SECOND ADDITION, Faribault, Rice County, Minnesota, bounded on the south by the south line of said vacated First Street Northwest, on the west by the easterly right of way line of County State Aid Highway 18 (also known as Ninth Avenue Northwest), on the north by the southerly right of way line of said County State Aid Highway 18 (also known as Second Street Northwest), and on the east by the following described line: Commencing at the southeast corner of said Block 12; thence North 0°00'00" (for purposes of this description bearings are assumed and based on the east line of said Block 12 being North 0°00'00"), along said east line 326.34 feet to a point in the south line of said County State Aid Highway 18; thence South 73°57'53" West, along said south line, 133.77 feet to a point in a curve 10.00 feet southeasterly from and parallel with the center line of the most easterly spur track of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company (now known as Canadian Pacific Railroad) and the point of beginning of the line to be herein described; thence South 3°37'08" West, along said parallel line, 114.70 feet to the beginning of a circular curve; thence along said curve, concave northwesterly, an arc distance of 272.35 feet (curve data: delta angle= 27°10'14", radius= 574.31 feet) to a point in the south line of vacated First Street Northwest and there terminating.

Exhibit B (contd.)

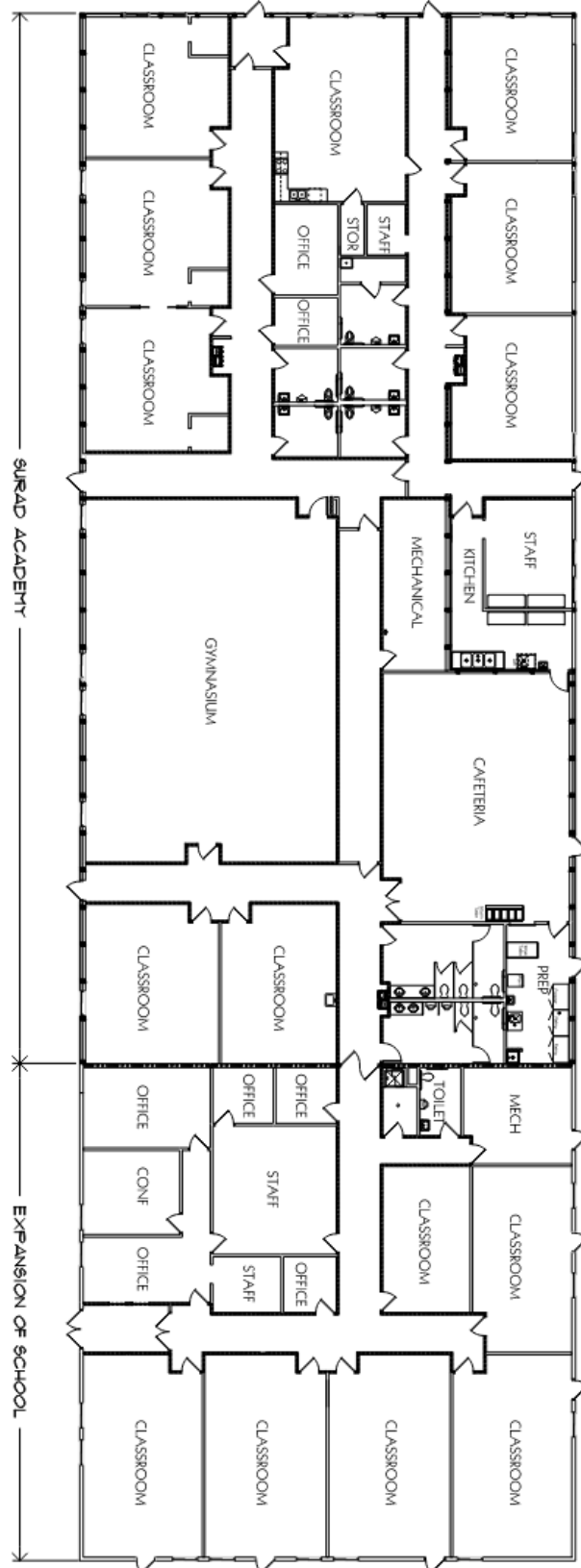


Exhibit C
Staff Report from Planning Commission

(insert document after this page)



Staff Report to the Planning Commission

TO: Planning Commission
THROUGH: David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: December 1, 2025
SUBJECT: Surad Academy CUP Amendment – 128 8th Ave NW

Request:	Applicant requests approval of a conditional use permit amendment for expanding a K-12 school in C-2 at 128 8 th Ave NW.
Recommendation:	The DRC and City Planning Manager recommend Planning Commission forward the request to City Council with a recommendation of approval based on the findings in the attached draft resolution.
Recommended Motion:	Motion to forward and recommend approval of a conditional use permit amendment to allow the expansion of a K-12 school in C-2 to City Council, with findings as suggested by city staff.

Request and Background:

Jonathan Starr (Applicant) with support from Todd Nelson of T Nelson Properties LLC (Property Owner) requests approval of a conditional use permit (CUP) amendment to expand the Surad Academy K-12 school at 128 8th St NW. The subject property is zoned C-2, Highway Commercial and contains approximately 1.86 acres of land.

To the north are commercial and industrial uses zoned C-2 and I-2. To the west is a railroad line and undeveloped and commercial properties zoned I-2. To the south and east are residential properties, with properties to the south zoned I-2 and properties to the east zoned R-2.

Surad Academy started operating from this property in 2023 after receiving the initial CUP (Resolution 2023-074). Their space was limited to 2/3^{ds} of the building with an existing daycare use in the remaining 1/3rd. Both uses have enough parking and adequately manage pick-up and drop-off traffic. The property contains up to 71 stalls, which is more than adequate for the two uses.

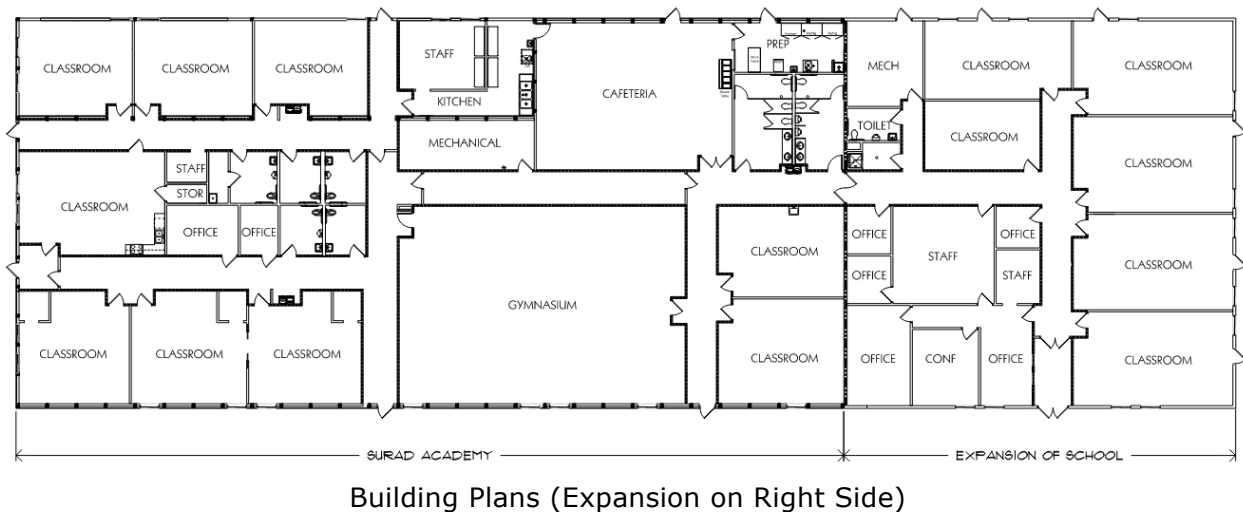
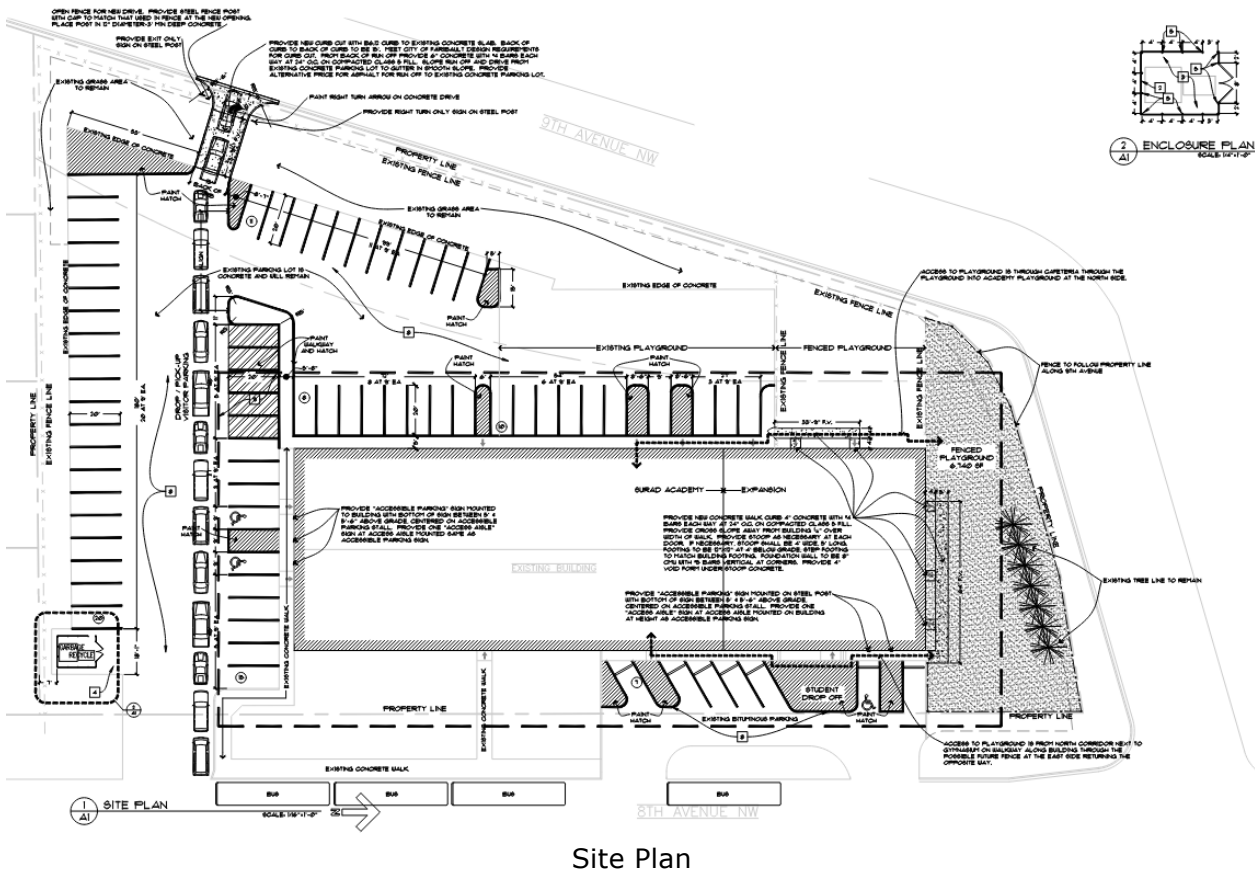


Location at 2nd St NW and 8th Ave NW

Project Description:

The CUP amendment proposed by Surad Academy will expand the school into the former daycare part of the building. The part they currently occupy is approximately 13,000 square feet and the expansion is approximately 6,000 square feet. Although Surad Academy is increasing their space, the number of staff is not expected to significantly increase. The total number of students and staff from the original CUP is not changing, as the expansion is needed to facilitate meeting the original limit.

Of the 71 stalls on the property, Surad Academy needs approximately 41 spaces at 1 per 20 students and 1 per staff member. The total number of occupants anticipated when Surad Academy is fully operational is 250 students with 25 staff members. They do not propose changing their current organization regarding buses and pick-up and drop-off lines or times, as diagrammed on the site plan.



Discussion:

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

CUP Criteria and Findings Summary. The proposal meets the criteria for granting a CUP amendment. The expansion is a reasonable request and helps facilitate Surad Academy continuing operations in Faribault. City staff are not aware of any issues with current traffic to the property and don't anticipate further issues as they continue building to full capacity. The

parking lot can accommodate more than the minimum number required for this use. More details on the criteria and findings may be found in the associated Resolution.

Development Review Committee Recommendation. On November 18th, 2025, the City's Development Review Committee (DRC) reviewed the proposed application and recommended approval.

Public Comment. The City Planning Manager received no public comment prior to publishing this report. Notification for this item was published in the paper on November 20, 2025, and letters were sent to property owners within 350 feet.

Recommendation:

The DRC and City Planning Manager recommend Planning Commission forward and recommend approval of the CUP amendment based on the criteria and findings in the draft resolution, with conditions of approval.



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: December 9, 2025
SUBJECT: Ordinance 2025-17 Approve a Zoning Text Amendment to P/I Public Institutional Zoning Requirements

Background:

City Staff requests approval of a zoning text amendment to Chapter 13 regarding P/I, Public Institutional zoning requirements. The request reinstates requirements for setbacks and district area for the P/I zoning district. In January of 2022, City Council reviewed and passed Ordinance 2022-3, which integrated P/I into the UDO and included requirements for the size of contiguous area zoned to P/I and setbacks for structures in Sec 13-560. Later in 2022, City Council passed an Ordinance approving a comprehensive code rewrite for MS4-related reasons, but it used an earlier version of the Ordinance, thereby overwriting Sec 13-560. Since the summer of 2022, the City rezoned several properties to P/I, but the minimum requirements for area and setbacks were technically not enforceable as they were removed from the UDO. City Staff continues to determine that the requirements adopted are applicable; however, they are confusing to applicants and in administering development requirements.

City staff believe the changes will help with code administration and development/redevelopment clarity of properties zoned P/I. The changes meet our criteria for a zoning text update and are supported by the Comprehensive Plan. Details regarding criteria and findings may be found in the attached Ordinance.

At the Planning Commission public hearing on December 1, 2025, the Commissioners recommended approval of and forwarded this request to City Council with a unanimous vote. No members of the public spoke about the request and none submitted comments prior to the meeting.

Recommendation:

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Approve the first reading of Ordinance 2025-17.

Attachments:

1. Ordinance 2025-17 Approve a Zoning Text Amendment to PI Public Institutional Zoning Requirements

**CITY OF FARIBAULT
ORDINANCE No. 2025-17**

**APPROVE A ZONING TEXT AMENDMENT TO P/I PUBLIC
INSTITUTIONAL ZONING REQUIREMENTS**

WHEREAS, the City of Faribault (the "Applicant") requests a zoning text amendment to change requirements for properties zoned P/I, Public Institutional; and

WHEREAS, City Council adopted Ordinance 2022-3 in January of 2022 to create the P/I zoning district, which established lot area and setback requirements; and

WHEREAS, City Council adopted Ordinance 2022-13 in June 2022 to amend City ordinances regarding MS4 Permit compliance, which inadvertently removed the P/I lot area and setback requirements; and

WHEREAS, City Staff propose reinserting the standards, as depicted in Exhibit A; and

WHEREAS, the Planning Commission, on December 1, 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 alleviate an administrative issue regarding regulating new and existing P/I zoned properties.

- Balance individual property rights with community interests and goals.

The proposed zoning amendment will re-establish reasonable limits on new and redeveloped P/I properties throughout the City.

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 property owners within and adjacent to P/I with reasonable restrictions on setbacks and district areas.

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 December 9, 2025, to consider approval of the first reading of Ordinance 2025-XX; and

WHEREAS, the City Council also held a public meeting on December 23, 2025, to consider approval of the second reading of Ordinance 2025-XX; and

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

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

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

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

Section 2: Text Amendment – General and Residential Accessory Structures. The Faribault City Council hereby amends (additions and amendments shown in the underlined text; removals shown in the ~~striketrough~~ text) to the Unified Development Ordinance under Chapter 13, Article 5, Sec. 13-560, 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: December 1, 2025
First Reading: December 9, 2025
Second Reading: December 23, 2025
Publication: December 30, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A

**Amended Section 13-560, under Chapter 13 of the Unified Development
Ordinance**

(insert proposed amendment document)

Sec. 13-560. Lot dimension and building bulk regulations.

Lot area and setback requirements for the special districts shall be as specified in Table 13-3. Wetland buffer and buffer setback requirements shall be as specified and by the regulations specified in Chapter 28, Section 28-232, Wetlands and Wetland Buffer Strips [Appendix].

Table 13-3. Lot dimension and setback requirements, special districts.

	O District	TUD District	<u>P/I District</u>
<u>Minimum district size</u>	<u>N/A</u>	<u>N/A</u>	<u>2.5 acres</u>
Minimum lot area	1 acre	1 acre	<u>None</u>
Minimum lot width	200 feet	100 feet	<u>None</u>
Minimum lot depth	200 feet	100 feet	<u>None</u>
Building setback requirements			
Front	50 feet	50 feet	<u>25 feet</u>
Side	25 feet	25 feet	<u>10 feet</u>
Rear	25 feet	25 feet	<u>10 feet</u>

(Ord. No. 99-20, § 1, 11-23-99; Ord. No. 2010-04, § 7, 5-25-10; Ord. No. 2022-13, § 5, 6-28-22)



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: December 9, 2025
SUBJECT: Resolution 2025-345 Approve Axon Services Agreement Extension

Background:

The Faribault Police Department uses a suite of Axon Enterprise technologies to support core law enforcement functions. Axon equipment includes body-worn cameras, squad car cameras, less-lethal Taser devices, and the department's digital evidence management system, Evidence.com. Axon software also supports officer oversight, compliance and risk-management functions, and serves as the operational platform for the department's drone program.

The department has partnered with Axon since entering into a five-year services agreement in 2018. In 2022, one year before that agreement was set to expire, the department renewed and expanded the contract to secure updated technology at 2022 pricing. Under terms of the renewed 2022 agreement, newly developed Axon products are provided as part of the existing annual subscription, without additional cost. Over the past three years, the 2022 renewal has allowed the department to deploy new Tasers, updated squad car cameras, virtual-reality training tools, and Axon's latest generation of body-worn cameras. The 2022 extension also allowed the department to implement Axon Standards, an agency-specific internal reporting and tracking program to manage citizen/internal complaints, use of force reporting, pursuit reporting, officer coaching, awards, and other performance management measures. Thus, increasing oversight and reducing liability.

The 2022 contract fixed the department's annual cost at approximately \$128,000 per year for the 5-year term. In evaluating the current contract and licensing structure, we are short 7 Taser and body camera licenses. The original 2018, and subsequent 2022 contracts, did not envision full-staffing, nor the need for Community Service Officers and Police Command Staff to utilize body cameras. Given current staffing levels and the nature

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of police work, adding 7 additional licenses is a need. Purchasing these products à la carte, would add another \$35k+ to the contract in 2026, with an escalating price thereafter based on undetermined pricing.

When discussing these additional licenses with Axon, the department also explored the option of a five-year contract extension. The attached quote incorporates seven new licenses and fixes the department's annual cost at \$162,694 annually through 2030. By locking in pricing at the 2026 rate, Axon estimates a projected savings of approximately \$455,000 over the life of the contract when compared to an annual renewal. The department has budgeted for the increased annual cost in our 2026 budget and believes extending the agreement for five years is a fiscally responsible approach that secures essential technology while mitigating long-term cost escalation.

Recommendation:

Approve Resolution 2025-345

Attachments:

1. Resolution 2025-345 Approve Axon Services Contract Extension
2. Axon Services Agreement Presentation
3. Axon Services Quote - Faribault PD

CITY OF FARIBAULT

RESOLUTION #2025-345

APPROVE AXON SERVICES AGREEMENT EXTENSION

WHEREAS, the City of Faribault Police Department has identified technological needs necessary to carry out various public safety functions and services;

WHEREAS, it has been determined that it can best meet those needs through our existing partnership with Axon Enterprise, Inc., which provides the department with Body Worn Cameras, Squad Car Cameras, Less Lethal Taser weapons, Digital Evidence Management, and an assortment of other technology platforms and tools that help mitigate risk, enhance both officer and community safety, and reduce liability;

NOW, THEREFORE BE IT RESOLVED, that the City of Faribault hereby approves a contract extension between Axon Enterprise, Inc. and the Faribault Police Department from 2026 – 2030.

Date Adopted: December 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Faribault Police Department

COMMUNITY, INTEGRITY, HONOR, COURAGE



Axon Services Contract

Historical Perspective

- Original 5- year contract signed in 2018 for Body Worn Cameras (BWC), Squad Car Cameras, Tasers, and digital evidence management through evidence.com
- 2022, the department renegotiated the contract adding the Officer Safety Plan 7+ program (OSP7+).
- OSP 7+ includes the following products: Axon Respond (Live streaming of cameras), Standards (Internal Reporting), Performance (BWC Audit/Compliance), upgrade to Taser 7, upgrade to BWC 3, upgrade to Fleet Camera 3 (which has a built-in ALPR system), Auto-transcription of BWC recordings, Air (UAV software interaction with evidence.com), and VR Training for Taser
- The 2022 renegotiation established a fixed cost of \$128,000 per year through 2027.

Why Renegotiate Now?

- Our original contract in 2018, and subsequent renegotiation in 2022 only accounted for 30 licenses, despite having an authorized strength of 35 officers, plus 3 Community Service Officers.
- Command Staff and Community Service Officers were never considered in previous contracts.
- Carrying only 30 licenses had not been a problem due to staffing shortages.
- That has changed this year, and to properly equip the department, we need to add 7 licenses to the existing services contract.
- You save money with Axon by bundling.
- Axon has a new bundled platform, OSP 10 Premium, which includes all previous products and an immediate upgrade to Taser 10.

Officer Safety Plan 10 Premium Cost

- OSP 10 Premium is a 5-year contract valid through 2030.
- The cost is \$162,694 per year and includes 37 licenses (\$158,579 in 2026 due to a transfer credit).
- In review of our existing contract, consideration of a la carte pricing to reach 37 licenses, and anticipated cost savings in future years by locking in at the 2026 price rate, the department is estimated to save \$455,000 over the life of the contract.
- The additional cost was accounted for in this year's budget, and it's my recommendation the Council approve extending our Services Agreement with Axon.
- Questions?

Non-Binding Budgetary Estimate



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-706132-45995KP

Issued: 12/04/2025

Quote Expiration: 12/11/2025

Estimated Contract Start Date: 03/01/2026

Account Number: 107277

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Faribault Police Department - MN 25 4TH ST NE FARIBAULT, MN 55021-5206 USA	Faribault Police Department - MN 25 4TH ST NE FARIBAULT MN 55021-5206 USA Email: bgliem@faribaultmn.gov

SALES REPRESENTATIVE	PRIMARY CONTACT
Kevin Pirehpour Phone: Email: kpirehpour@axon.com Fax:	Brandon Gliem Phone: 507-339-3135 Email: bgliem@ci.faribault.mn.us Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$809,356.56
ESTIMATED TOTAL W/ TAX	\$809,356.56

Discount Summary

Average Savings Per Year	\$90,940.05
TOTAL SAVINGS	\$454,700.24

Payment Summary

Date	Subtotal	Tax	Total
Feb 2026	\$158,579.80	\$0.00	\$158,579.80
Feb 2027	\$162,694.19	\$0.00	\$162,694.19
Feb 2028	\$162,694.19	\$0.00	\$162,694.19
Feb 2029	\$162,694.19	\$0.00	\$162,694.19
Feb 2030	\$162,694.19	\$0.00	\$162,694.19
Total	\$809,356.56	\$0.00	\$809,356.56

Non-Binding Budgetary Estimate

Quote Unbundled Price:	\$1,264,014.90
Quote List Price:	\$973,578.90
Quote Subtotal:	\$809,356.56

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			\$1.00	\$4,511.08	\$4,511.08	\$0.00	\$4,511.08
100552	TRANSFER BALANCE - GOODS	1			\$1.00	\$11,215.28	\$11,215.28	\$0.00	\$11,215.28
Fleet3ARe	Fleet 3 Advanced Renewal	12	60	\$203.01	\$189.57	\$129.80	\$93,456.00	\$0.00	\$93,456.00
M00043	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	38	60	\$437.29	\$314.15	\$264.78	\$603,698.40	\$0.00	\$603,698.40
A la Carte Hardware									
H00001	AB4 Camera Bundle	7			\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	1			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	60		\$32.98	\$32.98	\$3,957.60	\$0.00	\$3,957.60
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	60		\$28.21	\$28.21	\$5,077.80	\$0.00	\$5,077.80
100579	AXON AIR - DRONESENSE UAS (CLASS 1)	1	60		\$116.67	\$116.67	\$7,000.20	\$0.00	\$7,000.20
100580	AXON AIR - DRONESENSE UAS (CLASS 2)	1	60		\$216.67	\$216.67	\$13,000.20	\$0.00	\$13,000.20
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	4	60		\$57.50	\$57.50	\$13,800.00	\$0.00	\$13,800.00
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	60		\$111.75	\$111.75	\$53,640.00	\$0.00	\$53,640.00
ProLicense	Pro License Bundle	4	60		\$48.82	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Services									
101186	AXON VR - PSO - VIRTUAL	1			\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,700.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$809,356.56	\$0.00	\$809,356.56

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	1	02/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	02/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100126	AXON VR - TACTICAL BAG	2	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	38	2	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	760	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	380	1	02/01/2026

Non-Binding Budgetary Estimate

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100401	AXON TASER 10 - CARTRIDGE - INERT	20	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100591	AXON TASER - CLEANING KIT	1	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	36	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	2	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100748	AXON VR - CONTROLLER - TASER 10	2	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	2	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101294	AXON VR - TABLET	2	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101300	AXON VR - TABLET CASE	2	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	38	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	1	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101886	SIGNAL SENSOR	38	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	20018	AXON TASER - BATTERY PACK - TACTICAL	8	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	20018	AXON TASER - BATTERY PACK - TACTICAL	38	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	76	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	02/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	02/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	7	1	03/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	8	1	03/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	8	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	02/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	310	1	02/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	110	1	02/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	300	1	02/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100210	AXON VR - TAP REFRESH 1 - TABLET	2	1	08/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2	1	08/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	1	08/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	08/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	73309	AXON BODY - TAP REFRESH 1 - CAMERA	39	1	08/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	5	1	08/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	02/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	310	1	02/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	110	1	02/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	300	1	02/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	73310	AXON BODY - TAP REFRESH 2 - CAMERA	39	1	02/01/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	5	1	02/01/2031
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	12	1	02/01/2031

Non-Binding Budgetary Estimate

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	38	03/01/2026	02/28/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100590	AXON MY90 - LICENSE	38	03/01/2026	02/28/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101180	AXON TASER - DATA SCIENCE PROGRAM	38	03/01/2026	02/28/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101706	AXON FUSUS - LICENSE - PRO+ USER	38	03/01/2026	02/28/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	20248	AXON TASER - EVIDENCE.COM LICENSE	38	03/01/2026	02/28/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	20248	AXON TASER - EVIDENCE.COM LICENSE	1	03/01/2026	02/28/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	20370	AXON VR - USER ACCESS - FULL VR	38	03/01/2026	02/28/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	38	03/01/2026	02/28/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	38	03/01/2026	02/28/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	73618	AXON COMMUNITY REQUEST	38	03/01/2026	02/28/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	73638	AXON STANDARDS - LICENSE	38	03/01/2026	02/28/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	38	03/01/2026	02/28/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	38	03/01/2026	02/28/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	73739	AXON PERFORMANCE - LICENSE	38	03/01/2026	02/28/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	73746	AXON EVIDENCE - ECOM LICENSE - PRO	38	03/01/2026	02/28/2031
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	12	03/01/2026	02/28/2031
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	12	03/01/2026	02/28/2031
Fleet 3 Advanced Renewal	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	12	03/01/2026	02/28/2031
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	24	03/01/2026	02/28/2031
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	12	03/01/2026	02/28/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	4	03/01/2026	02/28/2031
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	4	03/01/2026	02/28/2031
A la Carte	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	1	03/01/2026	02/28/2031
A la Carte	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	1	03/01/2026	02/28/2031
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	03/01/2026	02/28/2031
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	03/01/2026	02/28/2031
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	03/01/2026	02/28/2031

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100105	COMMUNITY LINK/PRO PSO SETUP	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	38
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	2
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101193	AXON TASER - ON DEMAND CERTIFICATION	38
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	38
A la Carte	101186	AXON VR - PSO - VIRTUAL	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	12	03/01/2026	02/28/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100213	AXON VR - EXT WARRANTY - TABLET	2	02/01/2027	02/28/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	38	02/01/2027	02/28/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	02/01/2027	02/28/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	02/01/2027	02/28/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	02/01/2027	02/28/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	38	02/01/2027	02/28/2031

Non-Binding Budgetary Estimate

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	8	02/01/2027	02/28/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	02/01/2027	02/28/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	80464	AXON BODY - TAP WARRANTY - CAMERA	38	02/01/2027	02/28/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	80464	AXON BODY - TAP WARRANTY - CAMERA	1	02/01/2027	02/28/2031
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	5	02/01/2027	02/28/2031

Non-Binding Budgetary Estimate

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	25 4TH ST NE	FARIBAULT	MN	55021-5206	USA
2	25 4TH ST NE	FARIBAULT	MN	55021-5206	USA

Payment Details

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	\$11,215.28	\$0.00	\$11,215.28
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	\$4,511.08	\$0.00	\$4,511.08
Year 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	4	\$2,484.00	\$0.00	\$2,484.00
Year 1	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	1	\$1,260.04	\$0.00	\$1,260.04
Year 1	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	1	\$2,340.04	\$0.00	\$2,340.04
Year 1	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$914.00	\$0.00	\$914.00
Year 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$712.37	\$0.00	\$712.37
Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$9,655.20	\$0.00	\$9,655.20
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	12	\$16,822.08	\$0.00	\$16,822.08
Year 1	H00001	AB4 Camera Bundle	7	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Year 1	M00043	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	38	\$108,665.71	\$0.00	\$108,665.71
Year 1	ProLicense	Pro License Bundle	4	\$0.00	\$0.00	\$0.00
Total				\$158,579.80	\$0.00	\$158,579.80

Mar 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00043	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	38	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	4	\$2,829.00	\$0.00	\$2,829.00
Year 2	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	1	\$1,435.04	\$0.00	\$1,435.04
Year 2	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	1	\$2,665.04	\$0.00	\$2,665.04
Year 2	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,040.95	\$0.00	\$1,040.95
Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$811.31	\$0.00	\$811.31
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$10,996.20	\$0.00	\$10,996.20
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	12	\$19,158.48	\$0.00	\$19,158.48
Year 2	H00001	AB4 Camera Bundle	7	\$0.00	\$0.00	\$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Year 2	M00043	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	38	\$123,758.17	\$0.00	\$123,758.17
Year 2	ProLicense	Pro License Bundle	4	\$0.00	\$0.00	\$0.00

Non-Binding Budgetary Estimate

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$162,694.19	\$0.00	\$162,694.19

Feb 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	4	\$2,829.00	\$0.00	\$2,829.00
Year 3	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	1	\$1,435.04	\$0.00	\$1,435.04
Year 3	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	1	\$2,665.04	\$0.00	\$2,665.04
Year 3	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,040.95	\$0.00	\$1,040.95
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$811.31	\$0.00	\$811.31
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$10,996.20	\$0.00	\$10,996.20
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	12	\$19,158.48	\$0.00	\$19,158.48
Year 3	H00001	AB4 Camera Bundle	7	\$0.00	\$0.00	\$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Year 3	M00043	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	38	\$123,758.17	\$0.00	\$123,758.17
Year 3	ProLicense	Pro License Bundle	4	\$0.00	\$0.00	\$0.00
Total				\$162,694.19	\$0.00	\$162,694.19

Feb 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	4	\$2,829.00	\$0.00	\$2,829.00
Year 4	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	1	\$1,435.04	\$0.00	\$1,435.04
Year 4	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	1	\$2,665.04	\$0.00	\$2,665.04
Year 4	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,040.95	\$0.00	\$1,040.95
Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$811.31	\$0.00	\$811.31
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$10,996.20	\$0.00	\$10,996.20
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	12	\$19,158.48	\$0.00	\$19,158.48
Year 4	H00001	AB4 Camera Bundle	7	\$0.00	\$0.00	\$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Year 4	M00043	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	38	\$123,758.17	\$0.00	\$123,758.17
Year 4	ProLicense	Pro License Bundle	4	\$0.00	\$0.00	\$0.00
Total				\$162,694.19	\$0.00	\$162,694.19

Feb 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	4	\$2,829.00	\$0.00	\$2,829.00
Year 5	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	1	\$1,435.04	\$0.00	\$1,435.04
Year 5	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	1	\$2,665.04	\$0.00	\$2,665.04
Year 5	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,040.95	\$0.00	\$1,040.95
Year 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$811.31	\$0.00	\$811.31
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$10,996.20	\$0.00	\$10,996.20
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	12	\$19,158.48	\$0.00	\$19,158.48
Year 5	H00001	AB4 Camera Bundle	7	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Year 5	M00043	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	38	\$123,758.17	\$0.00	\$123,758.17

Non-Binding Budgetary Estimate

Feb 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	ProLicense	Pro License Bundle	4	\$0.00	\$0.00	\$0.00
Total				\$162,694.19	\$0.00	\$162,694.19

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-399495, Q-403359, Q-590646, Q-622700, Q-704300.

Agency is terminating those contracts effective 3/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Balance of \$15,726.36.





Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: December 9, 2025
SUBJECT: Resolution 2025-348 Professional Service Contract for Police-Related Towing, Impounding, and Vehicle Storage

Background:

The Faribault Police Department's current professional service contract for towing, impounding, and storage of vehicles expires at the end of the year. In anticipation of this expiration, the department issued a Request for Proposals (RFP) for towing services on November 12, with publication on the city's website. Public notice was also given through the Faribault Daily News on November 15 and 22. The deadline for submitting proposals was the close of business on December 1. In addition, two service providers who had previously expressed interest, were personally contacted by the Police Chief.

The department received two proposals, from Glenn's Service LLC and Dean's Towing. Both companies meet the minimum qualifications as outlined in the RFP. A proposal review committee was established made up of one police Supervisor, the City Clerk, and a representative from City Administration. The proposals were evaluated and scored as written based on the following factors: experience/reputation, services available, tow/business hour availability, and proposed fees.

Based on their review, the committee recommended the 2026-2030 contract for towing, impounding, and storage of vehicles be awarded to Glenn's Service LLC. I concur with their findings and recommend the City Council approve a professional services contract with Glenn's Service LLC.

Recommendation:

Approve Resolution 2025-348 Professional Service Contract for Police-Related Towing, Impounding, and Vehicle Storage

Attachments:

Agenda Item: 8.E

1. Resolution 2025-348 Approve Professional Services Contract for Police-Related Towing, Impounding, and Vehicle Storage
2. Tow Services Proposal Comparables
3. Dean's Proposal
4. Glenn's Proposal
5. Evaluation Summary Scoring

CITY OF FARIBAULT

RESOLUTION #2025-348

**APPROVE PROFESSIONAL SERVICES CONTRACT FOR POLICE RELATED TOWING,
IMPOUNDING, AND VEHICLE STORAGE**

WHEREAS, the Faribault Police Department issued a Request for Proposals (RFP) process to obtain motor vehicle towing, impounding, and storage services on an as-needed and directed basis for the years 2026-2030, and;

WHEREAS, the City received two proposals from qualified contractors in response to the RFP, and;

WHEREAS, a committee of City staff reviewed and evaluated the proposals based on contractor experience and reputation, available services, towing and business hour availability, and proposed fees, and;

WHEREAS, following this evaluation, Glenn's Service LLC was determined to be the most qualified and is recommended for award of the contract for police-related towing services.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Faribault, Minnesota, that the Professional Services Contract for police-related towing, impounding, and vehicle storage services between the City of Faribault and Glenn's Service LLC for the period of 2026–2030 is hereby approved.

Date Adopted: December 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Faribault Police Department

COMMUNITY, INTEGRITY, HONOR, COURAGE



Tow Service Proposal Review

Glenn's Service		Dean's Towing	
Experience/Background	✓	Experience/Background	✓
Services	✓	Services	
Tow/Business Availability	✓	Tow/Business Availability	
Proposed Fees		Proposed Fees	✓



FARIBAULT TOWING, IMPOUNDING AND STORAGE SERVICES PROPOSAL

**Dean's Towing
3105 Industrial Dr.
Faribault, MN 55021**

Date: 12/01/2025

Summary of Existing Services

Dean's Towing is Southern Minnesota's trusted towing and recovery company. With locations in Faribault, Owatonna, Albert Lea and Dodge Center: our team of towing operators provides services for drivers, fleets, and law enforcement along I-35 and I-90. Services include light, medium and heavy-duty towing, roadside assistance (jump starts, lock-out solutions, fuel delivery, tire change), and accident recovery. We provide specialized services, including air cushion recovery, three 65 ton+ rotators, a knuckle boom crane, and two track-bobcats with a recovery winch for off-road recovery.

Our company utilizes a highly reputable cloud-based towing software, allowing for up to date and accurate information, easily accessible by all our staff regardless of their location. Additionally, the software utilized provides our company with comprehensive and flexible reporting options.

Experience and Qualifications

Dean's Towing has been providing high quality towing and recovery services since 1981, having been founded by Dean Wordleman and under ownership by Noah Kreitinger since 2015. Noah began his career in the towing industry under the training and mentorship of Dean and has continued with formal training through various Tow Schools and conferences. Noah is now considered an expert in the field, particularly in specialized recovery. He is an instructor for the Minnesota Professional Towing Association (MPTA) and sits as a member of the Board of Directors for the MPTA as well.

Dean's Towing employs around 25 towing operators, all of whom are provided with paid training in company, as well as, offered paid training through Tow Schools/conferences. The majority of our operators hold Commercial Driver's Licenses and our operators that hold Class D Driver's Licenses maintain a "medical card". Dean's Towing values mentorship and growing the

1164 W Frontage Road
Owatonna, MN 55021

507.455.1950
deanstowing@hotmail.com



field with training new operators, though most of our operators have many years of experience, ranging up to 20+ years. Dean's Towing maintains compliance with MN DOT and FMCSA.

Additionally, our company completes BCA background checks with predatory offender registration status on all our drivers.

Dean's Towing is well experienced with law enforcement towing and recovery service needs. By providing reliable response to calls and high-quality service on scene our company has maintained respected relationships with our first responder partners, including law enforcement, fire departments and EMTs. Our company has locations across Southern MN, holding contracts, agreements and/or rotations with various law enforcement agencies including but not limited to Minnesota State Patrol, Rice County Sheriff's Office, Steele County Sheriff's Office, Owatonna Police Department, Waseca County Sheriff's Office, Freeborn County Sheriff's Office, Albert Lea Police Department and others as requested. Dean's Towing as a company provides quality services with courtesy and respect to the public at all times, resulting in our trusted reputation.

Staffing Hours and Availability

Company physical locations, including Faribault, is staffed and open to the public Monday-Friday 8:00am-5:00pm (excluding holidays).

Dean's Towing provides services 365 days a year, 24 hours per day through on-call basis.

Our Faribault location is staffed with a minimum of three operators during normal business hours and a minimum of two available on-call drivers for all other hours of operation. Additionally, we have several operators who can respond quickly as needed from the Faribault and Owatonna areas.

Location of Storage

3105 Industrial Dr.
Faribault, MN 55021

Additional storage location if needed:
ABC Companies
1506 30th St NW
Faribault, MN 55021

1164 W Frontage Road
Owatonna, MN 55021

507.455.1950
deanstowing@hotmail.com



Potential Towing Conflicts

None, that management is aware of.

1164 W Frontage Road
Owatonna, MN 55021

507.455.1950
deanstowing@hotmail.com

PROPOSAL FORM:

The following will become Exhibit A to the Agreement between the City and contractor:

- I. Submit a comprehensive summary of the existing service business, experience, qualifications, availability, staffing hours, locations for zoning compliant storage (inside & outside), and potential towing conflicts.
- II. Submit a listing of all equipment to be utilized in provision of the services which must be owned, leased, or under the direct control of the contractor and must be within the city limits of the City of Faribault. The following equipment must be included, at a minimum:
 - a. Three tow trucks having a manufacturer's gross vehicle weight rating of 8,000 pounds or more, to be equipped with a crane and winch, and further equipped to control the movement of the towed vehicle; and
 - b. Equipment sufficient and designed to move a completely demolished vehicle by means of roll-back flat-bed truck equipped with a winch; and
 - c. One tow truck having a manufacturer's gross vehicle weight rating of 17,000 pounds or more to be equipped with a crane and winch, and further equipped to control the movement of a towed vehicle with a gross vehicle weight of 12,000 to 21,000 pounds.

Such listing shall show the make and model of all equipment available for use under this contract along with the size and all other pertinent information, such as specialized equipment not necessarily herein specified, but which may be a factor in performing effectively and efficiently. All equipment to be used by the contractor under this contract shall be maintained in good repair and condition.

III. Towing Charges (attached trailers included):

1. Passenger cars, trucks of less than one and one half ton factory rated capacity, motorcycles, scooters, snowmobiles, all-terrain vehicles and unattended utility trailers towed from within the city.....\$ 60
 - (a) Use of "dolly"\$ 0
 - (b) Use of "winch" without tow.....\$ 10 minimum
\$ 30 per hour
 - (c) Use of "winch" with tow.....\$ 0 minimum

(d) Tow outside of the City..... \$ 1.50 per mile round trip

(e) After hours charge..... \$ 17.50

2. In the event that the contractor is called to tow a vehicle, and after arriving at the scene the vehicle has been released to the owner through proper authorization of the police, minimum service charge.....\$ 0
3. If a tow originates in an area with other than normal access for the towing equipment, thereby substantially increasing the length of time to complete the tow, the fee is to be.....\$ 0 minimum
4. When a flatbed is used for removal of a vehicle, the fee is to be\$ 60

IV. Storage Charges:

	First 15 Days	16+ Days
1. Inside storage.....	\$ <u>20.00</u>	\$ <u>5.00</u>
2. Outside storage.....	\$ <u>10.00</u>	\$ <u>5.00</u>

The undersigned hereby verifies that he/she has read the specifications and fully understand the provisions thereof and the full scope of the service to be provided; and if awarded a contract will enter into such contract with the city under all of the terms herein specified.

Firm Name Dean's Towing Phone No. (507) 455-1950

Address 3105 Industrial Dr Faribault, MN 55021

Authorized Signature [Signature] Title President

Dated

This proposal is accepted by the City of Faribault.

Dated: _____

Jessica Kinser
City Administrator

Contractor agrees to be bound by this proposal.

Dated: _____



Faribault Trucks/Equipment List

Light Duty Tow trucks:

219 – RAM 5500

123 – RAM 5500

Flatbeds:

122 – 2014 Freightliner M2

320 – 2020 Freightliner M2

Heavy Duty Tow trucks:

100 – 1998 Freightliner FLC120

Additionally, our Faribault location has access to a variety of other trucks and equipment as needed for any task/job that arises, along with additional operators to respond:

Hazardous Fluid Containment Trailer (Fully equipped for diesel spills, etc.)

Heavy Duty Rotators – (x3)

Heavy Duty Wreckers – (x5)

Heavy Duty Industrial Rollbacks – (x2)

Medium Duty Wreckers – (x5)

Power Units (Tractors) – (x6)

Heavy Haul Power Units (x2)

Trailers:

Van Trailers (x2)

Reefer Trailer (x1)

Step Deck Trailer (x1)

AG Detachable Trailer (x2)

RGN Trailer (x7)

Container Trailer (x1)

Dump Trailer (x1)

Slide Axle (x1)

Tracked Skid Loaders (x2)

Off-Road Recovery Winches (x2)

An assortment of various equipment including but not limited to:

Sweepers

Grapple Buckets (Skid loaders)

1164 W Frontage Road
Owatonna, MN 55021

507.455.1950
deanstowing@hotmail.com

11
15

11
15



References:

Brian Buck

Minnesota State Patrol

Captain

507-923-2051

Lon Thiele

Steele County Sheriff Office

Sheriff

507-444-3800

Dustin Dienst

Faribault Fire Department

Fire Chief

507-333-0396

John Jasinski

Minnesota Senate

Senator, Former Mayor of Faribault

507-291-1341

1164 W Frontage Road
Owatonna, MN 55021

507.455.1950
deanstowing@hotmail.com

City of Faribault Police Division

REQUEST FOR PROPOSALS

2026-2030 TOWING, IMPOUNDING, AND STORAGE

GENERAL:

The City of Faribault is soliciting quotes for motor vehicle towing, impounding and storage services for the City of Faribault (Police Division) on an as needed and directed basis.

The long-term professional Service Contract for service is a five-year renewable service agreement and shall commence on January 1, 2026, and terminate on December 31, 2030.

This request for proposal consists of instructions, submittal forms, and a form of agreement, included here as Exhibit A, that will be executed by the City and selected contractor.

If you are interested in providing a quote for this program, please review the attached documents and submit your proposal to John Sherwin, Chief of Police, at jsherwin@faribaultmn.gov or 25 Fourth Street Northwest Faribault, MN 55021 by Dec. 1 at 4 p.m.

Please contact Chief John Sherwin with any questions at jsherwin@faribaultmn.gov.

SERVICE AWARD:

Award shall be based upon, but not necessarily limited to the following:

1. Adherence to all conditions and requirements of the specifications;
2. Unit prices of fees bid;
3. General reputation and experience of the bidder, and his/her staff proposed to perform under this contract;
4. Evaluation of the bidder's ability to serve the city. Equipment inventory, availability and description to be employed;
5. Proof of financial responsibility of bidder may be requested;
6. Prior knowledge of and experience with the bidder in terms of past performance both with the city and others;
7. Needs and requirements of the city;

8. Size, location and adequacy of storage area as herein specified, including city code and zoning requirements;
9. Oral interview and inspection of facilities if requested.

MAY SELECT MULTIPLE PROVIDERS:

The City may enter into agreements contract with multiple service providers.

SPECIAL PROVISIONS:

This section contains provisions that are included in the Agreement and are also included here to highlight their importance to the work being requested:

1. Contractor must own or have direct access to satisfactory equipment and trained, available personnel, in order to provide immediate and prompt service as requested by the authorized city officials. The qualifying of bids to meet this requirement such as the acquisition of equipment being dependent upon bid award will not be permitted.
2. The successful contractor must own, lease or have under their direct control within the city limits of the City of Faribault the following equipment as a minimum:
 - a. Three tow trucks having a manufacturer's gross vehicle weight rating of 8,000 pounds or more, to be equipped with a crane and winch, and further equipped to control the movement of the towed vehicle; and
 - b. Equipment sufficient and designed to move a completely demolished vehicle by means of roll-back flat-bed truck equipped with a winch; and
 - c. One tow truck having a manufacturer's gross vehicle weight rating of 17,000 pounds or more to be equipped with a crane and winch, and further equipped to control the movement of a towed vehicle with a gross vehicle weight of 12,000 to 21,000 pounds.
3. All storage and parking lot facilities and all equipment of the contractor must be located in, or in the vicinity of, the City of Faribault in an impound lot that is compliant with all zoning requirements.
4. The facilities proposed to be utilized under this contract must have the capability of storing twenty (20) vehicles inside, and a further capability of providing storage for over 75 vehicles outside. Inside storage will be necessary only when requested by an authorized official of the City of Faribault. When a direction is given to store a unit inside, such directions may be accompanied by certain instructions for security measures to be employed. These security responsibilities become the responsibility of the storing agent

while the unit is in his/her keeping.

5. The contractor shall be responsible for the conduct of his/her employees. Contractor's employees will be adequately trained, will respond promptly to all calls, will provide safe and adequate equipment (as herein specified), be clean and neat in appearance, use decent language, free of profanity, and treat the public courteously at all times. Failing to meet any or all of the requirements of this section may result in termination of the contract at any time.
6. The contractor will be solely responsible for loss or damage to any vehicle being towed or stored, including all equipment and contents, from the time the vehicle is turned over to the contractor until such time as the vehicle is legally released to the registered or actual owner or legal agent thereof.
7. Contractor must maintain proper records of all vehicles received. The record keeping system shall meet the approval of the Chief of Police and is to be available at all times for inspection by authorized city officials.
8. Upon arrival at the scene of a tow where a vehicle accident has occurred, the contractor, in addition to the physical removal of the vehicle, assumes full responsibility for removing any vehicular parts or other debris, excluding liquids and other commercial cargo, resulting from the accident. This cleanup to be completed without any additional compensation.
9. The contractor shall be entitled to a charge for his/her towing and storage services pursuant to the fees submitted in the accompanying service proposal. The contractor agrees that neither the city nor any department thereof is responsible for any charges as a result of towing and/or storage and that the contractor assumes all liability for any and all unpaid charges.
10. Should the contractor fail to appear at a designated tow point within twenty (20) minutes after receiving a call for a tow, the city reserves the right to call another towing service to perform the work.
11. Nothing herein is intended or should be construed in any manner as creating the relationship of co-partners between parties hereto or as constituting the city or any of its employees as the principal agent, representative or employee of the contractor for any purpose or in any manner whatsoever.
12. The contractor shall operate and maintain its parking and storage facility in compliance with the terms of this contract and all laws, ordinances, rules and regulations which are presently in effect of which may hereafter be adopted.
13. In the event of a breach by the contractor of any terms or conditions of this agreement, the city shall have, in addition to any other legal recourse, the right to terminate this agreement forthwith.

14. Either party may terminate this contract upon the serving of such termination notice to the other, in writing, thirty (30) days prior to the intended termination date.
15. A copy of the authorized fee schedule shall be posted in a conspicuous place in the contractor's place of business.
16. This towing agreement is not transferable. A new towing contractor agreement shall be submitted to the Faribault Police Division for review and acceptance or rejection of a new or continuing agreement for the remainder of the current contract period by any new owner or operator of the business.
17. The contractor must have a reputation of professionalism in the towing industry and have little complaints from citizen and law enforcement on their performance.

INSURANCE:

The contractor shall not commence work under this contract until the specified insurance coverage has been obtained, and proof filed with the City Clerk.

The following coverage are required as minimums:

- A.
 1. Public Liability Insurance: \$1,500,000.00 Comprehensive General Liability (including assault and battery);
 2. Business Auto Policy with all coverage (all vehicles) with \$500,000.00 limits;
 3. Garage Keepers Legal Liability.

These policies name the City of Faribault as an additional insured.

- B. The insurer shall agree to provide the Faribault City Clerk five (5) days written notice in the event any policy is cancelled or a material change is effected.

INDEMNIFICATION:

The contractor performing under this contract shall defend, indemnify, and hold harmless, the City of Faribault, its employees and agents from all claims, causes of action, lawsuits, damages, losses, expenses on account of bodily injury, sickness, disease, death and property damage as a result, directly or indirectly of the operations of service of the contractor in connection with the work specified to be performed under the contract.

PROPOSAL FORM:

The following will become Exhibit A to the Agreement between the City and contractor:

- I. Submit a comprehensive summary of the existing service business, experience, qualifications, availability, staffing hours, locations for zoning compliant storage (inside & outside), and potential towing conflicts.
- II. Submit a listing of all equipment to be utilized in provision of the services which must be owned, leased, or under the direct control of the contractor and must be within the city limits of the City of Faribault. The following equipment must be included, at a minimum:
 - a. Three tow trucks having a manufacturer's gross vehicle weight rating of 8,000 pounds or more, to be equipped with a crane and winch, and further equipped to control the movement of the towed vehicle; and
 - b. Equipment sufficient and designed to move a completely demolished vehicle by means of roll-back flat-bed truck equipped with a winch; and
 - c. One tow truck having a manufacturer's gross vehicle weight rating of 17,000 pounds or more to be equipped with a crane and winch, and further equipped to control the movement of a towed vehicle with a gross vehicle weight of 12,000 to 21,000 pounds.

Such listing shall show the make and model of all equipment available for use under this contract along with the size and all other pertinent information, such as specialized equipment not necessarily herein specified, but which may be a factor in performing effectively and efficiently. All equipment to be used by the contractor under this contract shall be maintained in good repair and condition.

III. Towing Charges (attached trailers included):

1. Passenger cars, trucks of less than one and one half ton factory rated capacity, motorcycles, scooters, snowmobiles, all-terrain vehicles and unattended utility trailers towed from within the city.....\$ 67.50
 - (a) Use of "dolly"\$ 0.00
 - (b) Use of "winch" without tow.....\$ 15.00 minimum
\$ 40.00 per hour
 - (c) Use of "winch" with tow.....\$ 0.00 minimum

(d) Tow outside of the City..... \$ 2.00 per mile round trip

(e) After hours charge..... \$ 19.50

2. In the event that the contractor is called to tow a vehicle, and after arriving at the scene the vehicle has been released to the owner through proper authorization of the police, minimum service charge.....\$ 0.00

3. If a tow originates in an area with other than normal access for the towing equipment, thereby substantially increasing the length of time to complete the tow, the fee is to be.....\$ 0.00 minimum

4. When a flatbed is used for removal of a vehicle, the fee is to be
.....\$ 73.00

IV. Storage Charges:	First	16+
	15 Days	Days
1. Inside storage.....	\$ <u>30.00</u>	\$ <u>10.00</u>
2. Outside storage.....	\$ <u>15.00</u>	\$ <u>5.00</u>

* 3% cost of living increase annually starting Jan 1, 2027
SWB 11/24/25

The undersigned hereby verifies that he/she has read the specifications and fully understand the provisions thereof and the full scope of the service to be provided; and if awarded a contract will enter into such contract with the city under all of the terms herein specified.

Firm Name Glenn's Service LLC Phone No. (507) 334 4202

Address 628 Central Ave N, Faribault, MN 55021

Authorized Signature [Signature] Title Owner/Operator

Dated 11/24/25

This proposal is accepted by the City of Faribault.

Dated: _____

Jessica Kinser
City Administrator

Contractor agrees to be bound by this proposal.

Dated: _____

Contractor
EXHIBIT A
Form of Agreement



GLENN'S SERVICE LLC

628 Central Avenue • Faribault, MN 55021
Phone: (507) 334-4202 • Fax: (507) 331-7153
www.glennstowing.net

November 24, 2025

City of Faribault
Police Dept. Division
Attn: Chief John Sherwin

Re: Equipment Inventory as per Towing Agreement (All equipment listed below is available on an on-call basis with a minimum of two men 24 hours a day 365 days a year.)

Listed below is a complete listing of equipment available to the City of Faribault under the Towing, Impounding, and Storage Agreement.

(Unit #1) - 19,500 lbs GVW - 2015 Dodge 5500 Wrecker including Vulcan V24 Twin Line Winch

Basic Ratings: Boom & Winch Rating: 24,000 lbs. Fully Retracted
Boom & Winch Rating: 10,000 lbs. Fully Extended

Vulcan V24 Wheel Lift.

Lift Rating: 6,000 lbs.
Tow Rating: 20,000 lbs.

(Unit #2) - 19,500 lbs GVW - 2015 Dodge 5500 Wrecker including Vulcan V24 Twin Line Winch

Basic Ratings: Boom & Winch Rating: 24,000 lbs. Fully Retracted
Boom & Winch Rating: 10,000 lbs. Fully Extended

Vulcan V24 Wheel Lift

Lift Rating: 6,000 lbs.
Tow Rating: 20,000 lbs.

(Unit #4) - 80,000 lbs GVW - 2007 Peterbilt 378 Century 9055 Twin Line 50 Ton Integrated Wrecker

Boom & Winch Rating: 100,000 lbs. Fully Retracted
Boom & Winch Rating: 30,000 lbs. Fully Extended

3 Stage Century 9055 with Coach Under Lift:

Under lift Rating: 55,000 lbs. Fully Retracted
Under lift Rating: 17,000 lbs. Fully Extended

(Unit #5) - 2007 Dodge Dakota PU Road Service Vehicle includes the following equipment

Air compressor, Starting Unit 12/24 V. Tire Change Equip.
Lock out tools for Locked Vehicles, Gas Delivery.

(Unit #7) - 54,000 lbs GVW - 2005 Freightliner CL120 including Jerr-Dan 35 Ton Integrated Wrecker

Boom & Winch Rating: 70,000 lbs. Fully Retracted
Boom & Winch Rating: 22,000 lbs. Fully Extended

Jerr-Dan Wheel Lift

Under lift Rating: 35,000 lbs. Fully Retracted
Under lift Rating: 16,000 lbs. Fully Extended

(Unit #8) - 26,000 lbs GVW - 2021 International MV w/ Low Center of Gravity Flat-bed Roll back Car Carrier equipped with Winch

Winch Rating: 8,000 lbs.
Bed Capacity: 12,000 lbs.
Independent Wheel Lift Rating Lift: 3,500 lbs
Tow: 10,000 lbs.



GLENN'S SERVICE LLC

628 Central Avenue • Faribault, MN 55021
Phone: (507) 334-4202 • Fax: (507) 331-7153
www.glennstowing.net

(Unit #9) - 26,000 lbs GVW - 2019 International MV w/ Low Center of Gravity Flat-bed Roll back Car Carrier equipped with Winch

Winch Rating: 8,000 lbs
Bed Capacity: 12,000 lbs
Independent Wheel Lift Rating Lift: 3,500 lbs
Tow: 10,000 lbs.

(Unit #10) - 2018 Dodge Ram 2500 P/U for use in the removal of Snowmobiles & ATV Vehicles

(Unit #11) – 2008 Bobcat T320 Skid loader with misc. attachments for off-road recovery

(Misc Equip) - Dolly Jacks for use in removing vehicles from parking stalls when parked in Park Position

All Equipment Listed above will be available on an On-Call basis for use in the City of Faribault under the direction of the Deputy Director of Public Safety / Chief of Police.



GLENN'S SERVICE LLC

628 Central Avenue • Faribault, MN 55021
Phone: (507) 334-4202 • Fax: (507) 331-7153
www.glennstowing.net

Summary of requirements set forth by City of Faribault Police Dept.

Minimum Equipment Requirement

- *Tow Truck with GVW of 8,000 lbs or more* – Glenn's has two such vehicles on call 24/7

Light Duty Tow trucks have much more maneuverability for quick access to accident scenes without added congestion of larger Tow trucks.

- *Flat-bed roll-back Truck with winch with GVW of 10,000 lbs or more*– Glenn's has two such vehicles on call 24/7

Flat-bed trucks are required more than ever, not only for the removal of wrecked/demolished vehicles, but the huge number of All-Wheel Drive and Four-Wheel Drive vehicles now.

- *Tow Truck with GVW of 17,000 lbs or more* – Glenn's has two such vehicles on call 24/7

Heavy Duty Tow trucks are needed approximately two to three times monthly for the removal of stalled or wrecked vehicles with sizes ranging from Postal vehicles (i.e. UPS/FedEx) up to Semi Tractor/Trailers.

Requirement of Adequate Storage

- *Glenn's complaint storage facility has the capability of storing 26 vehicles inside and 75+ outside. Additional complaint 15,000 sq ft overflow outside storage is available as well.*

Glenn's went through a very thorough and intense procedure including environmental impact studies with the City of Faribault to move its current compliant storage facility to a larger facility in an industrial area 30 years ago, which was denied by the City council due to city code, flooding and zoning requirements. Security measures employed by Glenn's include inside alarm system, locked outside fencing, and night lighting.

Requirement to maintain proper records

Glenn's has all tow/storage records on computer and hard copy available for inspection at any time by authorized City officials. Our records date back to 1997. Our record system contains the following: pricing, vehicle information, date of tow, date of release, to whom the vehicle was released to, and photocopy of picture ID (when possible) of person or persons receiving vehicle. Lien notices are sent out to registered owners/lienholders after 5 days as per MN Statute.



GLENN'S SERVICE LLC

628 Central Avenue • Faribault, MN 55021
Phone: (507) 334-4202 • Fax: (507) 331-7153
www.glennstowing.net

Insurance Requirements

City of Faribault Police Dept. has on file a current Certificate of Liability Insur naming the City of Faribault as an additional insured. This certificate includes \$2,000,000 Comprehensive General Liability/Umbrella Policy, a \$1,000,000 Business Auto Policy, Garage Keepers Legal Liability, and Workers Comp insurance.

Business Location

Glenn's Towing location is located at 628 Central Avenue which is properly zoned and compliant commercial property for a towing business. We are Front Door open for all customers from 7:00 AM – 6:00 PM Monday – Friday, 7:00 AM – 5:30 PM Saturday, and closed Sundays. Customers may retrieve impounded vehicles on Sunday by phoning our 24-hour number 507-334-4202.

**2025 City of Faribault
Towing Service
Evaluation Summary**

Tow Company Name Glenns

Evaluator: Heather Slechta **Date of Assessment:** 12/3/25
Brad Phenow

INSTRUCTIONS/PROCEDURE:

Review submitted Request for Proposal documents, fill out an Evaluation Summary form for each individual Service Vendor, complete scoring form per Selection Criteria sections, return completed form for tallying of scores, conduct internal meeting to review evaluations and make recommendation for selection of company providing towing services.

1.	Experience/Background	Maximum Possible Points	Actual Points	Comments
A	Service Qualifications	10	10	
B	Number of Staff Members	10	10	
C	Reputation/Complaints	10	10	
	Subtotal Points	30	30	

2.	Services Available	Maximum Possible Points	Actual Points	Comments
A	Trucks Available: Standard Flatbed	5	5	meets standards
B	Local Inside Storage Capacity	5	5	24
C	Local Outside Storage Capacity in Compliant Zone	15	10	15 + 15000 Sq ft overflow
D	Tow for Apartment Complexes/Conflict	5	0	
	Subtotal Points	30	25	

3.	Tow Availability	Maximum Possible Points	Actual Points	Comments
A	Daytime Hours	10	10	longer open hours
B	Evening Hours	10	10	
C	On Call / availability	10	10	open on Saturdays
	Subtotal Points	30	30	

4.	Financial Approach	Maximum Possible Points	Actual Points	Comments
A	Proposed tow Fees / Rates	10	0	
	Subtotal Points	10	0	

GRAND TOTAL	100	95
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**2025 City of Faribault
Towing Service
Evaluation Summary**

Tow Company Name Deans

Evaluator: Heather Slechta
Brad Phelan

Date of Assessment: 12/31/25

INSTRUCTIONS/PROCEDURE:

Review submitted Request for Proposal documents, fill out an Evaluation Summary form for each individual Service Vendor, complete scoring form per Selection Criteria sections, return completed form for tallying of scores, conduct internal meeting to review evaluations and make recommendation for selection of company providing towing services.

1.	Experience/Background	Maximum Possible Points	Actual Points	Comments
A	Service Qualifications	10	10	
B	Number of Staff Members	10	10	
C	Reputation/Complaints	10	10	
	Subtotal Points	30	30	

2.	Services Available	Maximum Possible Points	Actual Points	Comments
A	Trucks Available: Standard Flatbed	5	5	less in city limits meets standards
B	Local Inside Storage Capacity	5	2	UNKNOWN amount
C	Local Outside Storage Capacity in Compliant Zone	15	5	UNKNOWN amount
D	Tow for Apartment Complexes/Conflict	5	0	
	Subtotal Points	30	12	

3.	Tow Availability	Maximum Possible Points	Actual Points	Comments
A	Daytime Hours	10	9	
B	Evening Hours	10	9	
C	On Call / availability	10	10	
	Subtotal Points	30	28	

4.	Financial Approach	Maximum Possible Points	Actual Points	Comments
A	Proposed tow Fees / Rates	10	10	
	Subtotal Points	10	10	

GRAND TOTAL	100	80
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Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: December 9, 2025
SUBJECT: Resolution 2025-346 Approve Airport Management and Operating and Airport Maintenance Agreement Extension with Quality Aviation Inc.

Background:

Quality Aviation, Inc. has been the airport manager/fixed base operator (FBO) for Faribault Municipal Airport since February 18, 2000, managing both operations and maintenance under two separate agreements. During that time, they have done an excellent job with positive comments from airport users.

The current management agreement expires December 31, 2025. The proposed management agreement is for five years with compensation of \$17,850.00 annually with the option to renew for an additional five years by mutual agreement of both parties.

The current maintenance agreement expires December 31, 2025. The proposed maintenance agreement is for five years with compensation of \$26,250.00 annually with the option to renew for an additional five years by mutual agreement of both parties.

The agreements have been reviewed by the Airport Advisory Board and the City Attorney and are recommended for approval.

Recommendation:

Approve Resolution 2025-346

Attachments:

1. Resolution 2025-346
2. 2026-2030 Airport Maintenance Agreement
3. 2026-2030 Airport Management and Operating Agreement

CITY OF FARIBAULT

RESOLUTION #2025-346

APPROVE AIRPORT MANAGEMENT AND OPERATING AND AIRPORT MAINTENANCE AGREEMENT EXTENSION WITH QUALITY AVIATION INC.

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

WHEREAS, there is the need for Airport management, operating and maintenance services; and

WHEREAS, these services are currently provided under agreements with Quality Aviation Inc. expiring on December 31, 2025; and

WHEREAS, the City wishes to extend these agreements for a five-year term commencing on January 1, 2026, and expiring on December 31, 2030.

NOW, THEREFORE BE IT RESOLVED, that the Airport Management and Operating Agreement for \$17,850.00 and the Airport Maintenance Agreement for \$26,250.00, both commencing on January 1, 2026, and expiring on December 31, 2030, between the City and Quality Aviation Inc. are approved.

ALSO BE IT RESOLVED, the Mayor and City Administrator are authorized to execute these agreements on behalf of the City of Faribault.

Date Adopted: December 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

AIRPORT MAINTENANCE AGREEMENT

This Agreement made this 9th day of December, 2025, between the City of Faribault, a Municipal Corporation of Rice County, Minnesota, as party of the first part, hereinafter referred to as “City” and Quality Aviation, Inc., as party of the second part, hereinafter referred to as the “Airport Maintenance Supervisor”.

WITNESSETH

WHEREAS, the City of Faribault owns and operates the Faribault Municipal Airport located in the City of Faribault in the State of Minnesota, County of Rice, and;

WHEREAS, the City of Faribault is in need of an Airport Maintenance Supervisor for said Airport, and;

WHEREAS, the City of Faribault is willing to enter into a five (5) year Airport Maintenance Agreement with Quality Aviation, Inc. and this agreement may be renewed for additional five (5) years by mutual agreement of the parties.

ARTICLE I – TERMS

The term of the Agreement shall be for a period of five (5) years, commencing on January 1, 2026 and continuing through December 31, 2030. This agreement may be renewed for an additional five (5) years by mutual agreement of the parties, at which time compensation will be reviewed.

ARTICLE II – COMPENSATION

For and in consideration of its maintenance services, the City agrees to pay the Airport Maintenance Supervisor the sum of \$2,187.50 per month, payable on the 1st day of the month of account. Checks will be made payable to Quality Aviation, Inc. Payments shall be prorated for partial months in the Agreement term.

ARTICLE III – AIRPORT MAINTENANCE SUPERVISOR’S DUTIES

The Airport Maintenance Supervisor will:

Maintain the Airport on a daily basis, including but not limited to, the following:

1. Inspect all airport buildings and hangars on at least quarterly. File a written report of any conditions that require maintenance to the Director of Public Works.
2. Inspect runways, taxiways, and grounds on a weekly basis. File a written report of any conditions that require maintenance to the Director of Public Works.
3. Inform the Director of Public Works of requirements for replacement parts and supplies.
4. Inspect airport lighting systems on a weekly basis or as requested, replace fixtures and bulbs as required.
5. Mow grass as required from areas adjacent to runways, taxiways, hangars, and other buildings. The supervisor shall file with the Advisory Board for review and approval, a maintenance plan specifying mowing priorities and standard grass height in various use areas.
6. Remove the snow from airport runways, taxiways, ramps, hangar areas, parking lots, roads, terminal sidewalks, and other areas as necessary. The supervisor shall file with the Advisory Board for review and approval snow removal priorities with removal timelines for various use areas of the airport.
7. Provide forms for hangar tenant maintenance requests. Airport Maintenance Supervisor will refer these requests to the City. The City will respond within 15 days.
8. Not make or suffer any unlawful, improper or offensive use of the Airport premises or any use of any occupancy thereof contrary to any law, ordinance, or government regulation.
9. The Maintenance Supervisor shall meet the Director of Public Works at least one time per month to discuss and evaluate the Maintenance Supervisor's performance and the services being provided at the Airport.

ARTICLE IV – CITY'S DUTIES

The City will:

1. Provide all heat, water, and lights to the Airport Terminal for the proper conduct of services to be performed by the Airport Maintenance Supervisor.
2. Provide all equipment, parts, and supplies needed to perform airfield maintenance, mowing, snow removal, and other services required of the Airport Maintenance Supervisor.
3. Provide to the Airport Maintenance Supervisor up-to-date engineering drawing and wiring diagrams of the Airport, including buildings and equipment installed thereon.
4. Furnish fuel, oil, and lubricants required to maintain and operate City-owned equipment.
5. Perform construction and repair of all paved Airport areas including runways, taxiways, ramps, parking lots, and roads.

6. Inform the Airport Maintenance Supervisor of any and all plans for development and improvement of the Airport, as well as when Airport or FBO issues will be heard or addressed by the City Council.
7. Provide all maintenance and repair to all City-owned airport buildings.

ARTICLE V – CONDITIONS

1. Airport Maintenance Supervisor acknowledges that he/she is not an employee of the City and that his legal status is that of an independent contractor. Airport Maintenance Supervisor further acknowledges that he is not entitled to city employee benefits including, but not limited to, workers' compensation, unemployment compensations, sick leave, vacation, or insurance.
2. The City retains control of the agricultural land within the Airport boundaries for all purposes not directly related to aviation.
3. No right or privilege has been granted which would prevent any person, firms, or corporation operating aircraft at the Airport from performing any services on its own aircraft with its own regular employees, including but not limited to, maintenance and repair that it may choose to perform.
4. The City reserves the right and privilege to further develop or improve the Airport as it sees fit.
5. The City reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspections it may deem expedient to the proper enforcement of any of the covenants or conditions of this Agreement.
6. This Agreement shall not be assigned or transferred by the Airport Maintenance Supervisor without the expressed written approval of the City.
7. During a time of war or national emergency, the City shall have the right to lease the Airport, or any part thereof, to the State of Minnesota or the United States Government and, if such lease is executed, the provisions of this Agreement insofar as they are inconsistent with the provisions of the lease to the State of Minnesota or the United States Government shall be suspended.
8. In the use of the Airport premise as a part of the considerations herein, the Airport Maintenance Supervisor does hereby covenant and agree that:
 - A. No person on the grounds of race, color, sex, creed, sexual orientation, religion, national origin, marital status, status with regard to public assistance, disability, or age, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities.
 - B. That in the construction of any improvements on, over or under such land and the furnishings of services thereon, no person on the grounds of race, color, sex, creed, sexual orientation, religion, national origin, marital status, status with regard to public assistance, disability or age shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

- C. That the premises shall be used in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation. Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of Airport Maintenance Supervisor's breach of any of the above nondiscrimination covenants, the City shall have the right to terminate this Agreement and hold same as if this Agreement has never been made or issued.
9. The Agreement shall be subordinate to the operation of any existing or future agreement between the City and the United States Government or State of Minnesota, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal and State funds for the development of the Airport.

ARTICLE VI – DEFAULT AND TERMINATION

1. Termination. This Agreement may be subject to terminations by the Airport Maintenance Supervisor or the City in the event of any one or more of the following events:
- A. Abandonment of the Airport as an airport or airfield for any type, class, or category of aircraft
 - B. Damage to or destruction of all or a material part of the premises or Airport facilities.
 - C. The lawful assumption by the United States or any authorized agency thereof, of the operation, control, or use of the Airport, in such a manner as to restrict substantially the Airport Maintenance Supervisor's ability to perform the required services for a period in excess of ninety (90) days.
 - D. Violation by the Airport Maintenance Supervisor of any of the provisions of this Agreement.
2. Exercise. Exercise of the rights of termination set forth above shall be upon the ten (10) days written notice given to the other party at their business address. Upon six months written notice, either party may terminate the agreement without cause.

ARTICLE VII – MISCELLANEOUS PROVISIONS

- A. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering fixed base operation services at the FBO Municipal Airport. Any change or modification hereof must be in writing, signed by both parties.
- B. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provision shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- C. Notice. Any notice given by one party to the other in connection with the Agreement shall be in writing and shall be sent by registered mail, return requested, with postage and registration fees prepaid:

If to the CITY, addressed to:

City Administrator
City of Faribault
208 NW 1st Avenue
Faribault, MN 55021

If to the FBO, addressed to:

Jill Serres
Quality Aviation, Inc.
3401 W. Hwy. 21
Faribault, MN 55021

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt.

- D. Headlines. The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope of meaning of any provisions of this Agreement.
- E. Governing Law. This Agreement is to be constructed in accordance with the laws of the State of Minnesota.

- F. Public Data. This Agreement and the information related to it, is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, (the “Act”) which presumes that data collected by the **FBO/Airport Maintenance Supervisor** or the City is public data unless classified otherwise by law. All of the data created, collected, received, stored, used, maintained, or disseminated by the **FBO/Airport Maintenance Supervisor** or the City in performing functions under this Agreement is subject to the requirements of the Act and both the City and the **FBO/Airport Maintenance Supervisor** must comply with those requirements. If any provision of this Agreement is in conflict with the Act or other Minnesota state laws, state law shall control.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this day and year in this Lease first above written.

CITY OF FARIBAULT

By: _____
Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

QUALITY AVIATION, INC.

Jill Serres,
Airport Maintenance Supervisor

AIRPORT MANAGEMENT AND OPERATING AGREEMENT (FBO)

This Management and Operating Agreement (Agreement) entered into this 9th day of December, 2025, by and between the City of Faribault, Minnesota (CITY), and Quality Aviation, Inc., a corporation under the laws of the State of Minnesota with authority to do business in the State of Minnesota (FBO).

WITNESSETH:

WHEREAS, the CITY now owns, controls, and operates the Faribault Municipal Airport in the City of Faribault, County of Rice, State of Minnesota, and;

WHEREAS, fixed base operation services are essential to the proper accommodation of general and commercial aviation at the Airport, and;

WHEREAS, the CITY desires to make such services available at the Airport and the FBO is qualified, ready, willing, and able to provide such services.

NOW, THEREFORE, in consideration of the premised and mutual covenants contained in this Agreement, the parties hereby agree as follows:

ARTICLE I – TERM

The term of the Agreement shall be for a period of five (5) years, commencing on January 1, 2026 and continuing through December 31, 2030. This agreement may be renewed for an additional five (5) years by mutual agreement of the parties, at which time compensation will be reviewed.

ARTICLE II – PREMISES

The CITY hereby provides to the FBO, the following premises, identified and shown on Exhibit A, together with the right of ingress and egress for both vehicles and aircraft:

- A. Real Property as follows: Non-agricultural land area on Airport, south of MnTH21 and west of I-35.

- B. Improvement on said real property as follows:
1. A/D Building and Maintenance Hangar
 2. Ramp and Apron Area – Approximately 100,000 sq. ft.
 3. Office area in main terminal building.
- C. Fuel Storage Area: Storage tanks for at least 10,000 gallons aviation gasoline and 6,000 gallons jet fuel,

ARTICLE III – RIGHTS AND OBLIGATIONS OF FBO

- A. Required Services. The FBO agrees and is hereby granted the non-exclusive privilege to engage in the business of providing full and complete fixed base operation services at the Airport. Basic services, as described in 1, 2, and 3 below, shall typically be provided based on the following hours with flexibility of operating hours as approved by the Airport Advisory Board as needed:

From May 15 through September 15 – Monday – Friday, 8:00 a.m. to 8:00 p.m.;

From September 16 through May 14 – Monday – Friday, 8:00 a.m. to 5:00 p.m.;

It is agreed that the business may close for City observed holidays.

The repair and maintenance service described in 4 below shall be provided 8:00 a.m. to 5:00 p.m., Monday through Friday, year round. It is understood that the FBO shall have the authority to vary hours of operations based on weather conditions and other circumstances when airport use is not possible or highly unlikely.

All services shall be provided as requested or required basis twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, including those listed below.

1. Ramp service, including sale and into-plane delivery of aviation fuels, lubricants, and other related aviation products.
2. Apron servicing of, and assistance to, aircraft, including itinerant parking, storage and tie-down service.
3. Customary accommodations for the convenience of users, including pilot lounge area, informational services and telephone service connections to the Flight Service Station as may be requested by the City.
4. Repair and maintenance of based and transient aircraft. FBO agrees to maintain and operate a repair shop employing one or more FAA certified authorized inspectors and Airframe and Power plant mechanics. The

employee shall be based at Faribault with approximately 90% of time spent on location. FBO acknowledges that no right or privilege has been granted that would prevent any person, firm, or corporation operating aircraft on the Airport from performing service on its own aircraft, with its own qualified employees, including maintenance and repair services.

5. Flight training and instruction.

B. Authorized Services. In addition to the services required to be provided by the FBO pursuant to Paragraph a above, the FBO is authorized, but not required, to provide the following services and to engage in the following activities:

1. Ramp service at the Main Terminal or other Airport Locations, including into-plane delivery of aircraft fuel, lubricants, and other related aviation products; loading and unloading of passengers, baggage, mail, and freight; and providing ramp equipment, aircraft cleaning, and other services for air carriers and other persons or firms.
2. Special flight services, including aerial sight seeing, aerial advertising, aerial photograph, and patrol of power lines or pipelines.
3. The sale of new and used aircraft.
4. Aircraft charter operations conducted by FBO or subcontractor to FBO.

C. Operating Standards. In providing any of the required and/or authorized services or activities specified in this Agreement, FBO shall operate for the use and benefit of the public and shall meet or exceed the following standards:

1. FBO shall furnish service on a fair, reasonable, and non-discriminatory basis to all users of the Airport. FBO shall charge fair, reasonable and non-discriminatory prices for each unit of sale or service.
2. FBO shall provide, at its sole expense, a sufficient number of employees to provide effectively and efficiently the services required or authorized in this Agreement.
3. FBO shall control the conduct, demeanor, and appearance of its employees, who shall possess such technical qualification as may be required in carrying out assigned duties.
4. FBO shall meet all expenses and payments in connection with providing services specified in Paragraphs A and B above, including taxes, (excluding real estate taxes), permit fees and license fees lawfully levied by the Local, State, and Federal governments.

5. FBO shall comply with all federal, state, and local laws, rules, and regulations that may apply to the conduct of the business, including rules and regulations promulgated by the CITY. FBO shall keep in effect and post in a prominent place all necessary and/or required licenses or permits.
 6. FBO shall keep and maintain the premises in good condition, order, and repair, and shall surrender the same upon the expiration of this Agreement, in the condition in which they are required to be kept.
 7. It is expressly understood and agreed that, in providing required and authorized services pursuant to this Agreement, the FBO shall have the right to choose, at its sole discretion, its vendors and suppliers.
 8. FBO shall maintain a positive, progressive attitude in a cooperative effort with City officials, MnDOT officials, FAA. officials, pilots, and the general public to promote the future of the Faribault Municipal Airport. Specific requirements under this section include:
 - a. Host one or more public events such as a Fly-In Breakfast, annually.
 - b. Develop a pilot training program.
 - c. Promote the airport with various service groups.
 - d. Work with general public and local school on airport awareness.
 - e. Provide liaison with visiting pilots providing recommendations for rental cars, motels, visitor packs, and other amenities.
 9. The FBO shall not sublease services required under this agreement without the written consent of the City of Faribault. In addition, the subleasing of space within City owned facilities shall be limited to short term storage of aircraft unless written consent of the City is granted.
- D. Signs. During the term of this Agreement, the FBO shall have the right, at its expense to place in or on the premises a sign or signs identifying the FBO and FBO's affiliation with product suppliers. Said sign or signs shall be of a size, shape, and design, and at a location or locations approved by the CITY. Notwithstanding any other provisions of this Agreement, said sign(s) shall remain the property of FBO. FBO shall remove, at its expense, all lettering, signs, and placards so erected on the premises at the expiration of the term of the Agreement.
- E. Non-Exclusive Right. It is not the intent of this Agreement to grant to the FBO the exclusive right to provide any or all of the services described in this article at any time during the term of this Agreement. The CITY reserves the right to grant other certain rights and privileges upon the Airport, which are identified in part, or in whole to those granted to the FBO. However, the CITY does covenant and agree that:
1. It shall enforce all minimum operating standards or requirements for all aeronautical endeavors and activities conducted at the Airport, and;

2. Any other operator or aeronautical endeavors or activities will not be permitted to operate at the Airport under rates, terms, or conditions that are more favorable than those set forth in this Agreement, and;
3. It will not permit the conduct of any aeronautical endeavor or activity at the Airport except under an approved lease or operating agreement.

F. Additional Responsibilities/Manager

1. The FBO shall be responsible for prompt issuance of Notice to Airmen (NOTAM'S) when required regarding any abnormal conditions existing at the Airport.
2. The FBO shall give advisory assistance to pilots on such matters as air traffic, field conditions, and parking. Contact proper authorities, advising them of any violations of airport rules and regulations.
3. The FBO shall abide by City of Faribault, State of Minnesota, and Federal Government of the United States rules and regulations regarding operation and use of the Airport.
4. The FBO shall recommend to the City in writing, such rules and regulations as they believe to be necessary.
5. The FBO shall not make or suffer any unlawful, improper, or offensive use of the Airport premises or any use of any occupancy thereof contrary to any law, ordinance, or government regulation.
6. The FBO shall monitor the actions of any persons on airport property, including, without limitation, agents, and employees of the Operator, and members of the public operating or working upon said premises, including employees of the City. The FBO shall establish rules and controls subject to City approval. Implementation and enforcement of rules and regulations established by the FBO and the City shall be the responsibility of the FBO.
7. The FBO shall, in compliance with all applicable state or federal statutes, rules, or regulations, and in the exercise of sound discretion determine when the airport shall be closed as a result of weather or other conditions rendering use of the airport unsafe for aviation purposes.
8. The FBO shall determine traffic patterns and establish rules and regulations for the implementation of such traffic patterns related to landing, ground movement of aircraft, parking of aircraft, automobile parking and any and all other kinds of traffic, vehicular or otherwise, upon the airport.
9. The FBO shall report any hazardous conditions, which exist on the airport premises immediately to the City and shall take such steps as necessary to warn and protect the public against existing hazards.

10. The FBO shall submit to the City a written report by February 15 of each year describing the mode, method, and number of operations, fee charges for ordinary services provided, the volume of activity of the preceding year, the efforts of the FBO to promote the use of the airport facilities, and such other information as the City may request or which the FBO feels is necessary to provide an understanding of the airport operation.
11. The FBO shall keep and maintain adequate financial records and reports of the business operation and such reports and records shall be available for inspection by the City Administrator and the Faribault City Council upon request.
12. The FBO shall furnish and maintain clean arrival/departure facilities and public areas. FBO will file a cleaning schedule with the Director of Public Works
13. The FBO shall monitor and report to the City on the occupancy and usage of City owned hangars, and shall maintain a current list of potential tenants. The City shall be responsible for all billing and rent collection.
14. The FBO shall serve as the Airport Manager for the purposes of carrying out the duties and responsibilities as listed in Article III Section "F".

ARTICLE IV – APPURTENANT PRIVILEGES

- A. Use of Airport Facilities. FBO shall be entitled, in common with others so authorized, to use all public facilities and improvements which are now or may hereafter be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking areas designated by the CITY.
- B. Maintenance of Airport Facilities. The CITY will attempt to maintain all public and common or joint use of the Airport, including the Air Operations Area, in good repair, and shall make such repairs, replacements, or additions thereto as, in its opinion, are required and necessary for the safe and efficient operations of the Airport.
- C. Non-competition. The CITY will not engage directly or indirectly in any of the activities described in Paragraphs A and B of Article III of this Agreement.

ARTICLE V – LEASEHOLD IMPROVEMENTS

- A. Existing Improvements. Improvements already made to the premises by the FBO prior to this Agreement and any improvements covered by Paragraph B, below shall remain the property of the FBO until the Termination Date, at which time they shall become the property of the CITY.

- B. New Improvements. Any further improvements to the premises by the FBO must first be approved in writing by the CITY. Improvements made for the convenience of the FBO or to further the FBO's business shall be at the expense of the FBO.
- C. Removal of Improvements. The FBO shall not be permitted to remove attached leasehold improvements except upon prior written consent of the CITY.

ARTICLE VI – PAYMENTS

- A. Fee. The CITY agrees to pay the FBO in accordance with the following fee schedule for operation and management of the premises described in Article II and Article III.

<u>Year</u>	<u>Fee</u>
2026 – 2030	\$17,850

- B. Payment. The management fee specified above shall be paid monthly in advance, the first payment to be made on January 15th of this Agreement and like payments to be made on or before the first day of each month thereafter during the term of this Agreement.

ARTICLE VII – UTILITIES

- A. Public Utilities. The CITY agrees to provide normal utility services including electricity, water, and sewer to the premises throughout the term of this Agreement. The services are at no cost to the FBO.

ARTICLE VIII – INSURANCE

- A. Required Insurance. The FBO shall obtain and maintain, at its sole expense, continuously in effect at all times during the term of this Agreement, the following insurance:
 - 1. Comprehensive general liability insurance protecting CITY against any and all liability by reason of the FBO's conduct incident to the use of the premises, or resulting from any accident occurring on or about the roads, driveways, parking areas, runways, taxiways, or other places used by the FBO at the Airport, caused by or arising out of any wrongful act or omission of FBO, in the amount of \$1,500,000. The CITY shall be named as an additional insured.
 - 2. Hangar keepers liability insurance in the minimum amount of \$1,500,000.
 - 3. Product liability insurance in the minimum amount of \$1,500,000.
 - 4. Professional liability insurance in the minimum amount of \$1,500,000.

5. Passenger liability insurance in the minimum amount of \$1,500,000 per occurrence.
6. Fire and extended coverage insurance on all fixed improvements erected by the FBO on or in the premises to the full insurable value thereof.
7. Workers Compensation Insurance as required by State law.

The FBO shall annually supply a Certificate of Insurance to the CITY showing the limits and period of the insurance. The Certificate shall contain a binding statement that the policy may not be canceled, terminated, changed, or modified without giving thirty (30) days written advance notice thereof to the CITY. If at any time any of the policies shall be or become unsatisfactory to the CITY, the FBO shall promptly obtain a new and satisfactory policy in replacement. The FBO shall furnish copies of these policies to the City Administrator's office when they are received by the FBO.

- B. Notice. The CITY agrees to notify the FBO in writing as soon as practicable of any claim, demand, or action arising out of an occurrence covered hereunder of which the CITY has knowledge, and to cooperate with the FBO in the investigation and defense thereof.
- C. Indemnify and Hold Harmless. The FBO shall indemnify and hold harmless the CITY, its Mayor, Council, Officers, Agents, and Employees from and against all claims, demands, and lawsuits of third parties arising or alleged to arise out of or in connection with injuries to its passengers or any other person or persons, while riding in or on, boarding or alighting from, or being struck by any aircraft operated, owned, used, or maintained by the FBO. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes Chapter 466 or otherwise.

ARTICLE IX – INDEPENDENT CONTRACTOR

In conducting its business hereunder, it is agreed that the FBO acts as an independent contractor and not as an agent of the CITY. The selection, retention, assignment, direction, and payment of FBO employees shall be the sole responsibility of the FBO.

ARTICLE X – ASSIGNMENT

This Agreement, or any part thereof, may not be assigned, transferred, or subleased by the FBO, by process or operation of law or in any manner whatsoever, without the prior written consent of the CITY. The CITY shall respond, in the positive or negative, to any written request regarding this Article within 90 days of receipt of such request.

ARTICLE XI – NON-DISCRIMINATION

Notwithstanding any other or inconsistent provision of the Agreement, the FBO, for itself, its heirs, personal representatives, successor in interest and assigns, as part of the consideration for this Agreement, does hereby covenant and agree that:

- A. No person on the grounds of race, color, creed, religion, sex, sexual orientation, national origin, marital status, status with regard to public assistance, disability or age shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the premises, and;
- B. In the construction of any improvements on, over, or under the premises, and the furnishing of services therein or there, no person on the grounds of race, color, religion, creed, sexual orientation, sex, national origin, marital status, status with regard to public assistance, disability or age shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and;
- C. The FBO shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended, and;
- D. In the event of breach of any of the above non-discrimination covenants the CITY reserves the right to terminate this Agreement and re-enter and reposes the premises and hold the same as if said Agreement has never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 have been followed and completed, including expiration of Appeal rights.

ARTICLE XII – REQUIREMENTS OF THE UNITED STATES

This Agreement shall be subject and subordinate to the provisions of any existing or future agreement between the CITY and the United States, or any agency thereof, relative to the operation or maintenance of the Airport. The CITY will, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of the FBO in and to the premises.

ARTICLE XIII – DEFAULT AND TERMINATION

- A. Termination. This Agreement may be subject to termination by the FBO or the CITY in the event of any one or more of the following events:
 - 1. Abandonment of the Airport as an airport or airfield for any type, class or category of aircraft.

2. Damage to or destruction of all or a material part of the premises or Airport facilities necessary to the operation of the FBO business.
 3. The lawful assumption by the United States or any authorized agency thereof, of the operation, control, or use of the Airport, in such a manner as to restrict substantially the FBO from conducting business operations for a period in excess of ninety (90) days.
 4. Violation by the FBO of any of the provisions of the Agreement.
- B. Exercise. Exercise of the rights of termination set forth above shall be upon 10 days written notice given to the other party at their business address. Upon six months written notice, either party may terminate the agreement without cause.
- C. Removal of Property. Upon termination of this Agreement, the FBO, at its sole expense, shall remove from the premises, all signs, trade fixtures, furnishings, personal property, equipment, and materials, which the FBO was permitted to install or maintain under the rights granted herein.

ARTICLE XIV – MISCELLANEOUS PROVISIONS

- A. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering fixed base operation services at the FBO Municipal Airport. Any change or modification hereof must be in writing, signed by both parties.
- B. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provision shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- C. Notice. Any notice given by one party to the other in connection with the Agreement shall be in writing and shall be sent by registered mail, return requested, with postage and registration fees prepaid:

If to the CITY, addressed to:

City Administrator
City of Faribault
208 NW 1st Avenue
Faribault, MN 55021

If to the FBO, addressed to:

Jill Serres
Quality Aviation, Inc.
3401 W. Hwy. 21
Faribault, MN 55021

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt.

- D. Headlines. The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope of meaning of any provisions of this Agreement.
- E. Governing Law. This Agreement is to be constructed in accordance with the laws of the State of Minnesota.
- F. Public Data. This Agreement, and the information related to it, is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, (the "Act") which presumes that data collected by the **FBO/Airport Maintenance Supervisor** or the City is public data unless classified otherwise by law. All of the data created, collected, received, stored, used, maintained, or disseminated by the **FBO/Airport Maintenance Supervisor** or the City in performing functions under this Agreement is subject to the requirements of the Act and both the City and the **FBO/Airport Maintenance Supervisor** must comply with those requirements. If any provision of this Agreement is in conflict with the Act or other Minnesota state laws, state law shall control.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this day and year in this Lease first above written.

CITY OF FARIBAULT

By: _____
Thomas J. Spooner, Mayor

ATTEST:

Jessica L Kinser, City Administrator

QUALITY AVIATION, INC.

Jill Serres
Airport FBO/Owner



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: December 9, 2025
SUBJECT: Resolution 2025-350 Approve Managerial Services Agreement with the Housing and Redevelopment Authority

Background:

The City has done a direct billing to the HRA for staff time starting in 2024, related to Robinwood, Scattered Sites housing, and the HRA tax levy. In discussions with the HRA board for this billing, a flat fee for service was brought up versus staff tracking of time. In 2026, Robinwood will no longer be part of the HRA's portfolio and require any work, leaving the management of the HRA tax levy funds and board activity and the Scattered Sites. The attached agreement has been drafted for a one-year period that can be automatically renewed for an additional year to allow the City to bill the HRA \$50,000 for services defined in the agreement related to the tax levy fund and board coordination. The billing for scattered sites will still be done on an hourly basis with staff tracking time to better understand the obligations the HRA is taking on without a property manager in place. The total estimated revenue in the Community and Economic Development Fund (240) for these billings is \$100,000.

Recommendation:

Approve Resolution 2025-350

Attachments:

1. Resolution 2025-350 Approve Managerial Services HRA
2. DOCSOPEN-#1064293-v2-City_HRA_MANAGERIAL_SERVICES_AGREEMENT

CITY OF FARIBAULT

RESOLUTION #2025-350

**APPROVE MANAGERIAL SERVICES AGREEMENT WITH THE HOUSING AND
REDEVELOPMENT AUTHORITY**

WHEREAS, the City of Faribault Community and Economic Development Department provides operational support for the Housing and Redevelopment Authority (HRA); and

WHEREAS, the City has billed the HRA for time based on actual work performed in the past; and

WHEREAS, both parties are willing to pay a flat fee for the work of the HRA and tax levy fund and continue the hourly billing for the management of the Scattered Sites.

NOW, THEREFORE BE IT RESOLVED, that the City of Faribault the Agreement for Managerial Services with the Housing and Redevelopment Authority is hereby approved.

Date Adopted: December 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

MANAGERIAL SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is by and between the City of Faribault, Minnesota, a Minnesota municipal corporation (“City”), and Faribault Housing and Redevelopment Authority (“HRA”).

RECITALS:

WHEREAS, the City has established an HRA and intends to levy a tax to support the operations of the HRA and work related to housing and redevelopment within the community; and

WHEREAS, all operations of the HRA within the City shall be conducted and performed pursuant to City and HRA policies, and applicable Minnesota Statutes; and

WHEREAS, the HRA appoints an Executive Director pursuant to Section 5 of the HRA Bylaws, and the City provides administrative staffing and support services to assist the HRA in carrying out its operations; and

WHEREAS, the City and the HRA desire to enter into an agreement to set forth a mutually agreed upon scope of work.

NOW THEREFORE, in consideration of the mutual promises and agreements in this Agreement, the Parties agree as follows:

1. Recitals. The Recitals above are hereby incorporated as terms of this agreement.
2. Term of the Agreement. This Agreement shall commence on January 1, 2026, and shall terminate on December 31, 2026, and shall automatically be extended by a one-year renewal, provided that neither party wishes to modify or terminate the Agreement.
3. Fee and Billing. The fee for providing managerial services as in the Scope of work in Section 4 shall be broken down by HRA function.
 - a. HRA Tax Levy Fund – The HRA shall compensate the City \$50,000 annually for the operations of the HRA as defined below. The City shall send an invoice to the HRA for half of the total to be processed at the June meeting following the first disbursement of property tax revenue. An invoice for the second half shall be sent in December following the final disbursement of property tax revenue.
 - b. Public Housing -- Scattered Sites – The HRA shall compensate the City for all actual costs related to hours worked managing the fifty (50) HUD scattered site housing units. Hourly rates shall be based on the 2026 wage and benefit amounts and be updated each fiscal year. Other costs shall be reimbursed with evidence of an invoice and a receipt. The City may bill the HRA quarterly for costs incurred with the management of the scattered sites.

4. Scope of Work. The City will provide the following managerial services:

a. HRA

1. Board Meetings – The City will host and coordinate all HRA board meetings, including creating the agenda and meeting materials, providing the public meeting notice, hosting the meeting, keeping minutes, and any follow-up required to carry out as directed by the HRA Board.
2. Financial Management – The City will conduct the following financial management services on behalf of the HRA and the tax levy fund:
 - Maintain a separate bank account for the HRA operations fund;
 - Reconcile and provide financial reports for the HRA operations fund;
 - Process payments to be made from the HRA operations fund;
 - Track and receipt revenues for the HRA operations fund;
 - Manage all existing loans and future loan programs of the HRA;
 - Include all HRA funds as part of the City’s audit as a component unit
3. Program Coordination – The City will provide administrative and clerical support to assist the HRA in carrying out its programs, as directed by the HRA.

b. Scattered Sites, formerly Public Housing

1. Provide a secure location at City Hall where Scattered Site tenants may drop off rent payments for the HRA. All payments will remain secured until retrieved and processed by Community and Economic Development staff.
2. Assist, as needed, with incorporating Scattered Site revenues and expenditures into financial documents and reports prepared by the HRA’s auditors or fee accountants, when required for City audit or financial operations purposes.
3. Establish, or authorize the HRA to establish, a Capital Reserve Fund for the Scattered Site program. Scattered Site revenues may be deposited into this fund, and the HRA will determine and authorize the use of these funds for capital improvements and major repairs.
4. The City will provide staff to perform general administrative and clerical tasks related to the Scattered Sites program, including handling tenant paperwork, data entry, scheduling, coordinating with fee accountants and auditors as needed, and routing maintenance or contractor communication. All such work shall be performed under the direction of the HRA.

5. Termination. Either party may terminate the Agreement with 60 days written notice.

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.

FARIBAULT HRA:

By: _____
John Rowan
Its: Board Chair

By: _____
Thomas Furman
Its: Executive Director

CITY:

CITY OF FARIBAULT

By: _____
Thomas Spooner
Its: Mayor

By: _____
Jessica Kinser
Its: City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: December 9, 2025
SUBJECT: Resolution 2025-351 Approve Managerial Services Agreement with the Economic Development Authority

Background:

The 2026 budget includes a payment from the EDA tax levy funds to the Community and Economic Development Fund (240) of \$50,000 for the overall management and oversight the City provides for the EDA's operations. This work is completed through the Community and Economic Development Department, mostly by the Economic Development Coordinator, with assistance from the CED Director and CED Administrative Assistant. The EDA is somewhat unique in that the enabling resolution provides a fairly comprehensive scope of work that did not require much elaboration in the agreement. The agreement is for calendar year 2026, but would be extended by one-year if no changes or termination comes forward for each party. It is contemplated that the City will revisit the dollar amount as part of the 2027 budget process.

Recommendation:

Approve Resolution 2025-351

Attachments:

1. Resolution 2025-351 Approve Managerial Services EDA
2. DOCSOPEN-#1063585-v3-draft_City_EDA_MANAGERIAL_SERVICES_AGREEMENT

CITY OF FARIBAULT

RESOLUTION #2025-351

**APPROVE MANAGERIAL SERVICES AGREEMENT WITH THE ECONOMIC
DEVELOPMENT AUTHORITY**

WHEREAS, the City of Faribault Community and Economic Development Department provides operational support for the Economic Development Authority; and

WHEREAS, through the 2026 budget process, the City Council requested a financial contribution from the EDA to the Community and Economic Development Fund for this financial support.

NOW, THEREFORE BE IT RESOLVED, that the City of Faribault the Agreement for Managerial Services with the Economic Development Authority is hereby approved.

Date Adopted: December 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

MANAGERIAL SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is by and between the City of Faribault, Minnesota, a Minnesota municipal corporation (“City”), and Faribault Economic Development Authority (“EDA”).

RECITALS:

WHEREAS, the City has adopted an enabling resolution (“Enabling Resolution”) establishing the EDA, which was most recently amended by Resolution 2021-082; the City Council reaffirmed the enabling Resolution 2025-121 on May 13, 2025, attached as Exhibit A; and

WHEREAS, all operations of the EDA and work related to economic growth and development within the community shall be conducted and performed pursuant to the Enabling Resolution, City and EDA policies, and applicable Minnesota Statutes; and

WHEREAS, the City intends to levy a tax to support the operations of the EDA and work related to economic growth and development within the community; and

WHEREAS, the City provides staff to conduct the business of the EDA; and

WHEREAS, the City and the EDA desire to enter into an agreement to set forth a mutually agreed upon scope of work.

NOW THEREFORE, in consideration of the mutual promises and agreements in this Agreement, the Parties agree as follows:

1. Recitals. The Recitals above are hereby incorporated as terms of this agreement.
2. Term of the Agreement. This Agreement shall commence on January 1, 2026, and shall terminate on December 31, 2026, and shall automatically be extended by a one-year renewal, provided that neither party wishes to modify or terminate the Agreement.
3. Fee and Billing. The EDA shall compensate the City \$50,000 annually for the operations of the EDA as defined below in the Scope of Work. The City shall send an invoice to the EDA for half of the total, or \$25,000, to be processed at the June meeting following the first disbursement of property tax revenue. An invoice for the second half (\$25,000) shall be sent in December following the final disbursement of property tax revenue.
4. Scope of Work. In addition to the City providing staff to carry out the specific duties listed in the Enabling Resolution, the following services are to also be provided:
 - A). Board Meetings – The City will host and coordinate all EDA board meetings, including creating the agenda and meeting materials, providing the public meeting notice, hosting the meeting, keeping minutes, and any follow-up required to carry out the direction of the EDA.

B). Financial Management – The City will conduct the following financial management services on behalf of the EDA:

- Establish and maintain a fund structure for the EDA;
- Provide financial reports for EDA funds;
- Process payments to be made from the EDA funds;
- Track and receipt revenues for the EDA
- Manage all existing loans and future loan programs of the EDA;
- Include all EDA funds as part of the City’s audit as a component unit

C). Program Coordination – The City will coordinate and manage all EDA programs.

5. Termination. Either party may terminate the Agreement with 60 days written notice.

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.

FARIBAULT ECONOMIC DEVELOPMENT
AUTHORITY

By: _____
Kevin F. Voracek
Its: President

By: _____
David J. Wanberg
City of Faribault Community & Economic
Development Director

CITY:

CITY OF FARIBAULT

By: _____
Thomas Spooner
Its: Mayor

By: _____
Jessica Kinser
City Administrator

EXHIBIT A

Resolution 2025-121 Reaffirm the Enabling Resolution Establishing an Economic Development Authority for the City of Faribault as Outlined in Resolution 2021-082

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2025-121

REAFFIRM THE ENABLING RESOLUTION ESTABLISHING AN ECONOMIC DEVELOPMENT AUTHORITY FOR THE CITY OF FARIBAULT AS OUTLINED IN RESOLUTION #2021-082

WHEREAS, Section 469,092, Subdivision 3 of Minnesota Statutes requires the EDA to "submit to the Council a report each year stating whether and how the [EDA's] enabling resolution should be modified;" and

WHEREAS, on April 17, 2025, the Economic Development Authority (the "EDA") reviewed its enabling resolution as outlined in City Council Resolution #2021-082, attached as Exhibit A to this resolution; and

WHEREAS, the EDA determined modifications to the enabling resolution outlined in Resolution #2021-082 are not required.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council reaffirms – with no modifications - the EDA's enabling resolution outlined in Resolution #2021-082, attached as Exhibit A to this resolution.

Date Adopted: May 13, 2025

Faribault City Council

Signed by:

Thomas J. Spooner

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Thomas J. Spooner, Mayor

ATTEST:

Signed by:

Jessica L. Kinser

54D6D6D133343C...

Jessica L. Kinser, City Administrator

**Exhibit A: Resolution #2021-082 Amending and Restating the
Enabling Resolution Establishing an Economic Development
Authority for the City of Faribault**

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CITY OF FARIBAULT

RESOLUTION #2021-082

AMENDING AND RESTATING THE ENABLING RESOLUTION ESTABLISHING AN ECONOMIC DEVELOPMENT AUTHORITY FOR THE CITY OF FARIBAULT

WHEREAS, the City is authorized by Minnesota Statutes, Chapter 469 (the "Act") and specifically Section 469.091, to establish an Economic Development Authority (hereinafter the "EDA") to coordinate and administer economic development and redevelopment plans and programs of the City of Faribault; and

WHEREAS, an Economic Development Authority would facilitate and assist economic development in the City of Faribault by directly involving certain groups and agencies in the process; and

WHEREAS, such an Authority will increase the overall efficiency of business recruitment, to the greatest benefit of the entire community; and,

WHEREAS, a public hearing was held for the establishment of an Economic Development Authority pursuant to Minnesota Statutes prior to the adoption of Resolution 86-77, the initial enabling resolution originally adopted May 27, 1986, for the EDA and Resolution 86-77 was amended and restated on January 22, 2008, following a public hearing by Resolution No. 2008-015, and was again amended and restated on June 22, 2010, following a public hearing by Resolution No. 2010-092, and amended and restated again on June 10, 2014, following a public hearing by Resolution No. 2014-097; and

WHEREAS, the City desires to amend the enabling resolution for the EDA, as hereinafter set forth, pursuant to Minnesota Statutes Section 469.093; and

WHEREAS, a public hearing has been held for this amendment to the enabling resolution of the EDA pursuant to Minnesota Statutes Section 469.093.

NOW, THEREFORE, THE CITY OF FARIBAULT RESOLVES:

SECTION 1. APPOINTMENT OF AN ECONOMIC DEVELOPMENT AUTHORITY FOR THE CITY OF FARIBAULT, MINNESOTA

Section 1.1. Economic Development Authority Established. The Economic Development Authority for the City of Faribault, Minnesota (hereinafter the "EDA") is hereby established. The EDA shall have all the powers, duties and responsibilities set forth in Sections 469.090 to 469.108 of the Act and as said Act may be amended from time to time and all other applicable laws, except as limited by this Resolution.

Section 1.2. Purpose. The appointment of an EDA, pursuant to the provisions, restrictions and regulations contained herein, is intended to provide the City with a board comprised of representatives from both city government and private enterprise, capable of administering business incentives and other economic development measures. The EDA shall be the chief economic development agency for the City, and shall be under the authority of the City Council.

Section 1.3. Definition. An EDA is a public body corporate and politic and a political subdivision of the state with the right to sue and be sued in its own name. An EDA carries out an essential governmental function when it exercises its power, but the EDA is not immune from liability because of this.

Section 1.4. Responsibility. The EDA shall have primary responsibility for commercial and industrial development and redevelopment and the Housing and Redevelopment Authority in and for the City of Faribault shall have primary responsibility for residential development and redevelopment.

SECTION 2. COMPOSITION OF THE EDA

Section 2.1. Composition. The seven commissioners of the EDA shall be selected or appointed as follows:

- a. Two City Council members shall be appointed as commissioners by the City Council.
- b. The City Council may appoint the remaining commissioners to serve at large or from organizations which may have a role in economic development. An appointment could be from such

organizations as City Commissions, the Faribault Industrial Corporation, the School District, County, Community Board or Chamber of Commerce.

Section 2.2. Terms. Initial appointees receive terms of 1, 2, 3, 4, 5, 6 and 6 years; thereafter all terms are for six years, except as hereinafter provided. The City Council shall set the term of the commissioners who are members of the City Council to coincide with their term of office as members of the City Council. All terms shall expire at the City Council meeting at which the EDA appointments are made. Commissioners may serve no more than a maximum of two (2) consecutive terms (full or partial) and no more than a total of twelve (12) consecutive years. Commissioners may re-apply for additional terms after a one (1) year absence from the EDA.

Section 2.3. Compensation and Reimbursement. EDA members shall be reimbursed for actual expenses as determined by the City Council.

Section 2.4. Vacancies. A vacancy is created in the membership of the EDA when a City Council member of the EDA ends Council membership. A vacancy for this or another reason must be filled for the balance of the unexpired term, in the manner in which the original appointment was made.

Section 2.5. Conflict of Interest. Except as authorized in Minnesota Statutes Section 471.88, a commissioner, officer, or employee of the EDA must not acquire any financial interest, direct or indirect, in any project or in any property included or planned to be included in any project, nor shall the person have any financial interest, direct or indirect, in any contract or proposed contract for materials or service to be furnished or used in connection with any project.

Section 2.6. Removal for Cause. An EDA commissioner may be removed by the City Council as provided in Minnesota Statutes Section 469.095, subd. 5.

SECTION 3. TRANSFER OF TAX INCREMENT AUTHORITY

Section 3.1. The City shall transfer the control, authority and operation of its tax increment development plans pursuant to Chapter 462, implemented by Resolutions 85-151, 85-140, 85-22, 85-21, 85-20, 81-168, 81-5, and pursuant to Chapter 472A, implemented by Resolutions 85-141 and 83-58, located within the City, from the

governmental agency or subdivision that established the project to the EDA. The City Council requires acceptance of control, authority, and operation of the tax increment development plans by the EDA. The EDA may exercise all of the powers that the governmental unit establishing the project could exercise with respect to the project.

When a project or program is transferred to the EDA, it shall covenant and pledge to perform the terms, conditions, and covenants of the bond indenture or other agreements executed for the security of any bonds issued by the governmental subdivision that initiated the project or program. The EDA may exercise all of the powers necessary to perform the terms, conditions, and covenants of any indenture or other agreements executed for the security of the bonds when the project or program is transferred.

SECTION 4. ORGANIZATIONAL MATTERS

Section 4.1. Staffing. All required EDA staffing will be appointed by the City Administrator from the City of Faribault staff, for purposes of technical assistance, accounting, purchasing supplies, etc., as needed for the operation of the EDA.

Section 4.2. By-Laws. The EDA may adopt by-laws and rules of procedure and shall adopt an official seal.

Section 4.3. Officers. The EDA shall elect a president, a vice president, a treasurer, a secretary, and an assistant treasurer. The EDA shall elect the president, treasurer and secretary annually. A commissioner shall not serve as president and vice president at the same time. The other offices may be held by the same commissioner. The offices of secretary and assistant treasurer need not be held by a commissioner.

Section 4.4. Treasurer. The City of Faribault shall assist the official treasurer for the EDA in performing the statutory duties of the treasurer, with the City handling EDA funds and accounting through the City's financial management system.

Section 4.5. Public Money. EDA money is public money.

Section 4.6. Legal Services. The EDA shall use the services of the City Attorney for its legal needs. The City Attorney is its chief legal advisor.

Section 4.7. City Purchasing. The EDA may use the facilities of the City's purchasing department in connection with construction work and to purchase supplies, equipment or materials.

Section 4.8. Delegation Power. The EDA may delegate to one or more of its agents or employees powers or duties as it may deem proper.

SECTION 5. FINANCIAL MATTERS

Section 5.1. Budget to City. The EDA shall annually submit its budget to the City Council for approval. The budget must include a detailed written estimate of the amount of money that the EDA expects to need from the City to perform its business during the next fiscal year.

Section 5.2. Fiscal Year. The fiscal year for the EDA shall be the same as the City.

Section 5.3. Report to City. Annually, at a time and in a form fixed by the City Council, the EDA shall make a written report to the Council giving a detailed account of its activities and of its receipts and expenditures during the preceding calendar year, together with additional matters and recommendations it deems advisable for the economic development of the City.

Section 5.4. Financial Statement. The EDA's financial statement must show all receipts and disbursements, their nature, the money on hand, the purposes to which the money is to be applied, the EDA's credits and assets, and its outstanding liabilities, in a form required for the City's financial statements. The EDA shall examine the statement together with the treasurer's vouchers. If the EDA finds the vouchers are correct, it shall approve them by resolution and enter the resolution into its records.

Section 5.5. Audits. The financial statements of the EDA must be prepared, audited, filed and published or posted in a manner required for the financial statements of the City. The financial statements must permit comparison and reconciliation with the City's accounts and financial reports. The report must be filed with the state auditor by June 30 of each year. The auditor shall review the report and may accept it or, in the public interest, audit the books of the EDA.

SECTION 6. SCHEDULE OF POWERS

Section 6.1. Economic Development Districts. The EDA may establish and define the boundaries of economic development districts at any place and at any time within the City. The EDA must hold a public hearing on the matter, with notice published at least 10 days prior to the hearing in the official city newspaper. The establishment of an economic development district must be approved by the City Council pursuant to Minnesota Statutes.

Section 6.2. Acquisition of Property. The EDA may acquire by lease, purchase, gift, devise or condemnation proceedings the needed right, title and interest in property to create economic development districts.

Section 6.3. Revolving Loan Fund. The EDA shall have the power to administer the Economic Development Revolving Loan Fund.

Section 6.4. Options. The EDA may sign options to purchase, sell or lease property.

Section 6.5. Eminent Domain. The EDA may use eminent domain under Chapter 117, or under the City Charter to acquire property it is authorized to acquire through condemnation.

Section 6.6. Contracts. The EDA may make contracts for the purposes of economic development within its granted powers. The EDA may arrange with the federal government, any of its agencies, with persons, public corporations, the state, or any of its political subdivisions, commissions or agencies, for separate or joint action, on any matter related to the EDA's powers or doing its duties. The EDA may contract to purchase and sell real and personal property. However, the EDA is not authorized to issue debt without prior Council approval.

Section 6.7. Limited Partner. The EDA may be a limited partner in a partnership whose purpose is consistent with the EDA's purpose.

Section 6.8. Rights and Easements. The EDA may acquire rights or easements for a term of years or perpetually for development of an economic development district.

Section 6.9. Receipt of Public Property. The EDA may accept land, money, or other assistance, whether by gift, loan or otherwise, in any form from the federal or state governments, or any political subdivisions or agencies thereof, to acquire and develop economic development districts.

Section 6.10. Development District Authority. The EDA may sell or lease land held by it for economic development in economic development districts.

Section 6.11. As Agent. The EDA may cooperate or act as an agent for the federal or state government, or a state public body, or an agency or instrumentality of a government or public body, to carry out the EDA's duties, or any other related federal, state or local law in the area of economic development district improvement.

Section 6.12. Studies, Analysis and Research. The EDA may study and analyze economic development needs in the City, and ways to meet those needs.

Section 6.13. Public Relations. To further an authorized purpose, the EDA may: (1) join an official, industrial, commercial or trade association, or other organization concerned with the purpose; (2) have a reception of officials who may contribute to advancing the City and its economic development; and (3) carry out other public relations activities to promote the City and its economic development.

Section 6.14. Accept Public Land. The EDA may accept conveyances of land from all other public agencies, commissions, or other units of government, if the land can be properly used by the EDA in an economic development district.

Section 6.15. Economic Development. The EDA may carry out the law on economic development districts to develop and improve lands in an economic development district to make it suitable and available for its purposes.

SECTION 7. DEBT ISSUANCE.

Section 7.1. Debt Issuance. The EDA cannot issue debt obligations without the prior approval of the City Council.

Section 7.2. Bonds. General Obligation Bonds, Industrial Development Bonds, Tax Increment Bonds, and Revenue Bonds, whose proceeds are required for EDA approved projects, must be issued by the City Council pursuant to the City of Faribault Charter and applicable Minnesota Statutes.

Section 7.3. Pledge. All bonds issued by the City Council for the debt obligations of the EDA must be secured by the full faith, credit and resources of the City.

Section 7.4. Tax Levy. The tax levy must be certified by the City Council, and must be pledged back to the City.

Section 7.5. As Borrower and Lender. The EDA may borrow for its approved projects from the City; and, from its own proceeds, may make or purchase loans for economic development facilities which it believes requires financing.

SECTION 8. SALE OF PROPERTY

Section 8.1. Power. The EDA may sell and convey property owned by it within the city or an economic development district consistent with the requirements of Minnesota Statutes Section 469.105.

SECTION 9. ADVANCES BY EDA

Section 9.1. Advances by the EDA. The EDA may advance its general fund money or its credit, or both, without interest, for its objectives and purposes.

SECTION 10. DATE EFFECTIVE

Section 10.1. Adoption. This resolution shall be adopted upon affirmative vote of the majority of the City Council.

Section 10.2. Effect. This resolution shall be in full force upon its adoption and shall continue until such time as it may be amended or rescinded by the City Council.

Section 10.3. Conflicts. Any conflicts arising out of the conduct and operation of the EDA shall be resolved with reference to Minnesota statutes, and if there arises any conflict between this resolution and Minnesota statutes, Minnesota statutes shall prevail.

Date Adopted: April 27, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
Dave Wanberg, CED Director
Harry Davis, City Planning Manager
FROM: Leslie McGillivray-Rivas, Planner I
MEETING DATE: December 9, 2025
SUBJECT: Mighty Fine Coffee Addition/123 14th St NW -
Developer's Agreement, Encroachment
Agreement

Background:

Jessica Swink and Jordan Brennan (the "Developer") request approval of the Development Agreement and the Encroachment Agreement related to the Final Plat approval of the Mighty Fine Coffee Addition. On May 27, 2025, the City Council approved resolutions and an ordinance related to the project, a walk-up and drive-through coffee shop. These included a Comprehensive Plan Amendment, Zoning Map Amendment, Conditional Use Permit, and variances related to the project. An Early Construction Agreement (Resolution 2025-259) approved by the City Council on October 14, 2025, to allow the project to begin construction before the Mighty Fine Coffee Addition plat is recorded. The developer's platting agreement brings the Developer one more step forward to advance the project. The developer's platting agreement is a standard agreement for platting new property within city limits.

The Encroachment agreement is needed to support the new lot and support redevelopment. The encroachment agreement is for the existing building located south of 14th St NW which will encroach on the 10' drainage and utility easement created with the Mighty Fine Coffee Addition plat. The building is permitted to remain and be adapted and reused for the walk-up and drive-through coffee shop.

Recommendation:

Approve the associated resolutions.

Attachments:



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
Harry Davis, City Planning Manager
FROM: Leslie McGillivray-Rivas, Planner I
MEETING DATE: December 9, 2025
SUBJECT: Resolution 2025-353 Authorize Execution of
Mighty Fine Coffee Addition Development
Agreement

Background:

See main agenda item.

Recommendation:

Approve Resolution 2025-353

Attachments:

1. Resolution 2025-353 Authorize Execution of Mighty Fine Coffee Addition Development Agreement

CITY OF FARIBAULT

RESOLUTION #2025-353

AUTHORIZE EXECUTION OF MIGHTY FINE COFFEE ADDITION DEVELOPMENT AGREEMENT

WHEREAS, the Faribault City Council, on May 27, 2025, approved Resolution 2025-134: Approve the Final Plat for MIGHTY FINE COFFEE ADDITION; and

WHEREAS, as a condition of approval of said final plat, Resolution 2025-134 requires that the City of Faribault (the "City") and Jordan Brennan and Jessica Swink, spouses married to each other (the "Developers") enter into a Development Agreement; and

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

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

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

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

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

(remainder of this page is intentionally left blank)

Date Adopted: December 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A

Developer's Platting Agreement

(insert Developer's Platting Agreement after this page)

**MIGHTY FINE COFFEE ADDITION
DEVELOPER'S PLATTING AGREEMENT**

THIS DEVELOPER'S PLATTING AGREEMENT (this "Agreement") made and entered into as of this ____ day of _____, 20__ by and between the City of Faribault, a Minnesota municipal corporation (the "City"), and Jordan Brennan and Jessica Swink, spouses married to each other, (the "Developer") together with the City of Faribault (the "Parties") or each a ("Party").

RECITALS

- A. The Developer is the fee owners of certain real property in the City of Faribault, Rice County, Minnesota (the "Property"), legally described in Exhibit A.
- B. The Developer intends to plat the Property's two parcels into a single platted lot to facilitate redevelopment of the Property into a walk-up and drive-through coffee shop with site improvements (the "Project").
- C. The City Council approved the preliminary plat and final plat for the Property in Resolution 2025-134 on May 27, 2025 (attached as Exhibit B); Said Resolution is incorporated by reference to this Agreement as if fully set forth herein. This Agreement is subject to the conditions and requirements of the Authorizing Resolutions, the Faribault City Code, state statutes, and the City Attorney's plat opinion.
- D. The Developer obtained an Early Construction Agreement prior to replat of the property per Resolution 2025-259, October 28, 2025, between the City of Faribault and the Developer (attached as Exhibit C). The Early Start Agreement details city approvals previously granted and supports the developer in their desire to commence construction on the Project before the Planning Commission and City Council can act on Preliminary and Final Plat.

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, Jordan Brennan and Jessica Swink are spouses married to each other.
- B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the individuals who execute this Agreement are 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 acknowledge and agree 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.** A private connection to the existing public storm sewer is proposed as part of this project. There is existing public sewer, watermain, and roads serving 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 initiating construction for any ongoing improvements on the Property related to the project. This work must remain within the scope and boundaries of the Early Start Agreement (Exhibit C) defined within Article Three: Early Construction work and Article Four: Additional Provisions.

ARTICLE FOUR **ADDITIONAL PROVISIONS**

4.01. Platting Requirements. The Developer must plat the Property consistent with the final Plat of MIGHTY FINE COFFEE ADDITION approved by the City Council in Resolution No. 2025-134 on May 27, 2025, attached as Exhibit B. 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. 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 \$100,000.00 coverage. If the Developer does not record the Plat in the year 2025, the Developer must adjust the policy coverage per the formula approved by the City for the year the Plat is recorded with Rice County.

The above-referenced title work must identify all entities with a legal interest in the Property, including but not limited to any

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

The evidence of title, which determines which entities must execute the Plat and other documents to be recorded against the property, is subject to the review and approval of the City Attorney and the issuance of the City Attorney's plat opinion attached and incorporated into this Agreement as Exhibit D. 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. Per Resolution 2025-134, the City Council determined that parkland dedication, nor cash in lieu of parkland, is required because the Property is developed and maintaining its general commercial use.
- 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 E 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 for the purposes of conducting and any additional work required by this Agreement 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. 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.
- B. 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 agree 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.

- C. 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 is able to issue a building permit for any construction associated with the Plat per the terms of the Early Start Agreement.

A Temporary Certificate of Occupancy or Final Certificate of Occupancy will not be issued 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. An Encroachment Agreement, attached as Exhibit G has been executed and recorded with Rice County;
- C. The Developer has paid all required fees associated with the Plat and this Agreement; and

- D. 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 default.
- 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.

- D. Cure Provisions: Developer shall have a period of 60 business days commencing on the receipt of the city's notice default under the terms of this agreement in which to either cure the default or begin the implementation of the default cure and advise the City that such cure shall require more than 60 days to fully implement.

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 represent 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 F
- S. Encroachment Agreement for the Existing Building. The City will not issue either a temporary or final certificate of occupancy until the Developer enter into an Encroachment Agreement with the City that governs the continued use of the Building in the easement as generally outlined in Exhibit G

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: Jordan Brennan and Jessica Swink
1601 Monroe Ct.
Northfield, MN 55057
Email: jordan@mightyfinecoffee.com

B. As to the City: City of Faribault
208 NW First Avenue
Faribault, MN 55021-5105
Atten: Jessica L. Kinser, City Administrator
Email: jkinser@faribaultmn.gov

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

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 _____, 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.

By: _____

Notary Public

Jordan Brennan

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Jordan Brennan, the fee owner.

Notary Public

Jessica Swink

STATE OF MINNESOTA)
)ss.
COUNTY OF RICE)

This instrument was acknowledged before me on the _____ day of _____ 20__, by Jessica Swink, the fee owner.
(Seal)

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Rice, State of Minnesota and is described as follows:

Parcel A:

All of Lot 5 except the south 65 feet, in Block 6, in the Town of North Faribault, Rice County, Minnesota.

Parcel B:

Lot 4, Block 6, North Faribault, Rice County, Minnesota.

Abstract Property

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

EXHIBIT B
RESOLUTION 2025-134 APPROVE THE PRELIMINARY AND FINAL
PLATS for MIGHTY FINE COFFEE ADDITION

Insert Signed Resolution

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2025-134

APPROVE THE PRELIMINARY AND FINAL PLATS FOR MIGHTY FINE COFFEE ADDITION

WHEREAS, Steve Underdahl on behalf of Nathaniel Cunningham of Mighty Fine Coffee (the "Applicant"), along with Jordan Brennan and Jessica Swink (the "Owner" and co-Applicants), request preliminary and final plat approval to combine two lots into one, legally described in Exhibit A (the "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 May 19, 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 May 27, 2024, 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 Mighty Fine Coffee Addition, 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.

The proposed platted cumulative land area does not meet the requirement of the minimum lot area being 20,000 sq. ft. The applicant has applied for a variance from this standard, which is supported due to the limits of available land area for redevelopment. This variance is granted in Resolution 2025-133.

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

Finding: The City's Land Use Plan, following Resolution 2025-132, guides the subject property for commercial/residential mixed use. The proposed commercial use is consistent with this plan.

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

Finding: The preliminary plat provides for reasonable use of land intended for commercial development, based on sound planning and engineering principles. The project utilizes existing infrastructure and street frontages to accommodate an expanded commercial use.

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

Finding: The preliminary plat lot is consistent with the provisions of the City's Unified Development Ordinance. On-site stormwater management is proposed along with a proposed connection to the infrastructure on 14th Street NW. There are two new proposed curb-cut locations on 14th Street NW to facilitate the proposed entrance to the drive through and access to site parking.

A single curb cut will serve the exit from the site onto 2nd Avenue NW, narrowing the egress to one location along the property boundary.

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 Mighty Fine Coffee Addition as depicted on Exhibit C, subject to certain conditions of approval, is appropriate with the following findings as required by Section 15-210 of the City's Unified Development Ordinance:

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

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

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

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

3. All submission requirements have been satisfied.

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

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

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

1. The Applicant/Property Owner must make the following changes regarding the final plat:
 - a. Name and address of owner and surveyor
 - b. Revision of dedication statement to comply with

- ordinance.
 - c. Put 'Jessica L. Kinser' for name under City Administrator signature line.
 - d. Notarized certification of surveyor.
 - e. Signatures from all owners and persons of interest, including mortgage holders.
2. Perimeter drainage and utility easements proposed on the plat do overlap with the existing building on the subject property. The applicant must enter into an encroachment agreement with the city to allow the existing building to stay within the dedicated easements.
3. The Owner and City must enter into a Development Agreement the specifies the provisions of the development related to the plat.
4. Under Sec 15-338(A), the applicant will not be required to dedicate parkland or pay fees in lieu of parkland dedication, as the impact of the expanded commercial property is less than the demolished residential home.
5. Before recording the plat with the Rice County Recorder, the Owner must pay all applicable fees, special assessments, and taxes.
6. 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.
7. 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.
8. Regarding the easement and encroachment by the adjoining property owner to the south and southwest, subject to City Staff approval, the owner must:
 - a. Dedicate the required 10-foot wide perimeter drainage and utility easements. The private easement holder must give consent to plat.
 - b. If the private easement holder will not consent to the plat, perimeter drainage and utility easements may be platted up to the private easement. At such time the encroachment onto the subject property is removed, the owner must dedicate, at no cost to the city, a drainage and utility easement sufficient to complete the required perimeter easements.

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

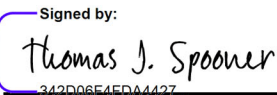
Section 3. Authorization to take Additional Steps. The City Council authorizes and directs City Staff and City Consultants to take all additional steps and actions necessary or convenient to accomplish the intent of this Resolution.

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

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

Date Adopted: May 27, 2025

Faribault City Council

Signed by:

342D06E4EDA4427
Thomas J. Spooner, Mayor

ATTEST:

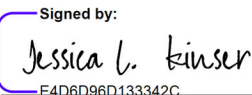
Signed by:

F4D6D96D133342C
Jessica L. Kinser, City Administrator

Exhibit A
Legal Description

Parcel A:

All of Lot 5 except the south 65 feet, in Block 6, in the Town of North Faribault, Rice County, Minnesota.

Parcel B:

Lot 4, Block 6, North Faribault, Rice County, Minnesota.

Abstract Property

MIGHTY FINE COFFEE ADDITION

THE LAND SURVEYORS, INC.
CONSULTING ENGINEERING FIRM

EXHIBIT C
RESOLUTION 2025-259 APPROVE EARLY CONSTRUCTION AGREEMENT
FOR MIGHTY FINE COFFEE ADDITION

Insert Early Construction Agreement

*State of Minnesota
County of Rice*

CITY OF FARIBAULT

RESOLUTION #2025-259

APPROVE EARLY CONSTRUCTION AGREEMENT FOR MIGHTY FINE COFFEE ADDITION

WHEREAS, Jessica Swink and Jordan Brennan (the "Developer") desire to replat the property (the "Property") legally described in EXHIBIT A of this Resolution and convert an existing vacant building on the Property into a walk-up and drive-through coffee shop with site improvements.

WHEREAS, on May 27, 2025, the Faribault City Council approved the following resolutions and ordinance related to the Project:

1. Resolution 2025-132: Approve a Comprehensive Plan Amendment to Guide Certain Property at the Corner of 2nd Ave NW and 14th St NW for Commercial Residential Use;
2. Resolution 2025-133: Approve Variances for Lot Area and Impervious Surface Coverage at 127 and 123 14th St NW;
3. Ordinance 2025-4: Approve Rezoning Certain Properties at the Corner of 2nd Ave NW and 14th St NW to C-2, Highway Commercial (first reading on May 27, 2025 and the second reading on June 10, 2025);
4. Resolution 2025-134: Approve the Preliminary and Final Plats for MIGHTY FINE COFFEE ADDITION;

5. Resolution 2025-135: Approve a Conditional Use Permit for C-2 and Shoreland Overlay District at 127 and 123 14th Street NW; and
6. Resolution 2025-136: Approve Variances for Parking Area Setbacks and Drive-Through Stacking Spaces at 127 and 124 14th St NW; and

WHEREAS, an Easement Agreement, dated December 18, 2023, filed January 1, 2024, as Document No. A764833 affects the Property by providing rights to an adjoining property owner for ingress and egress, parking/storage, green space, and personal use, and for the placement and maintenance of a garage in a specified area on the Property; and

WHEREAS, given the need to resolve the constraints to the Project arising out of the Easement Agreement, and given the need to address other revisions to the Project as identified by the Developer, the Developer submitted the following revised applications to the City on October 8, 2025, which are intended to rescind and replace the resolutions and ordinance outlined in Section B of the recitals of this Resolution; and

WHEREAS, the Developer's revised preliminary and final plat applications intend to subdivide that portion of the Property covered by the Easement Agreement into a separate parcel. The Developer intends to transfer this parcel (Lot 2) to the adjacent property owner, who is expected to combine it with their existing parcel; and

WHEREAS, the Developer desires to commence construction on the Project before the Planning Commission and City Council can act on the revised applications described in the above recitals (the "Early Construction"); and

WHEREAS, for the following reasons, the City Council finds that it is in the community's best interest to allow the Early Construction identified in this Agreement to move forward before it acts on the revised applications:

1. With the exception of the proposed subdivision that will create a parcel from the area covered by the Easement Agreement, which the Developer intends to transfer to an adjacent property owner, the Project remains largely unchanged from that approved by the Council on May 27, 2025.
2. Without the Council's approval of this Early Start Agreement, the timing of the City's review and approval process related to the Developer's revised applications would likely prevent the Developer

from commencing construction on the Project in 2025. This Property has been vacant for many years. It is in the community's best interest to see the Developer improve the Property and fill the vacant building with a new business as soon as practical; and

WHEREAS, the City Council finds that the City may issue permits for the Early Construction if the Early Construction conforms to the current zoning requirements, the subdivision requirements of the City, and the provisions of this Agreement, except as otherwise allowed by this Agreement; and

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

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

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

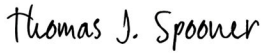
NOW, THEREFORE BE IT RESOLVED, that Faribault City Council hereby approves the Early Construction Agreement included in EXHIBIT B of this Resolution, and hereby authorizes City Staff and the City's Consultants to make limited revisions to the Agreement as may be necessary to finalize the Agreement.

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

[The remainder of this page left intentionally blank.]

Date Adopted: October 14, 2025

Faribault City Council

Signed by:

342D00F47DA4427...
Thomas J. Spooner, Mayor

ATTEST:

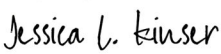
Signed by:

F4D6D96D133342C...
Jessica L. Kinser, City Administrator

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Parcel A:

All of Lot 5 except the south 65 feet, in Block 6, in the Town of North Faribault, Rice County, Minnesota.

Parcel B:

Lot 4, Block 6, North Faribault, Rice County, Minnesota.

Abstract Property

**EARLY CONSTRUCTION AGREEMENT
MIGHTY FINE COFFEE ADDITION**

THIS EARLY CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this 28th day of October, 2025, is by and between the CITY OF FARIBAULT, a Minnesota municipal corporation (the "City"), and JORDAN BRENNAN AND JESSICA SWINK, spouses married to each other, (the "Developer" and "Property Owner"). This Agreement refers to the City and the Developer/Property Owner individually as a "Party" and collectively as the "Parties".

RECITALS

- A. The Developer desires to replat the property (the "Property") legally described in EXHIBIT A of this Resolution and convert an existing vacant building on the Property into a walk-up and drive-through coffee shop with site improvements (the "Project").
- B. On May 27, 2025, the Faribault City Council approved the following resolutions and ordinance related to the Project:
 - 1. Resolution 2025-132: Approve a Comprehensive Plan Amendment to Guide Certain Property at the Corner of 2nd Ave NW and 14th St NW for Commercial Residential Use;
 - 2. Resolution 2025-133: Approve Variances for Lot Area and Impervious Surface Coverage at 127 and 123 14th Street NW;
 - 3. Ordinance 2025-4: Approve Rezoning Certain Properties at the Corner of 2nd Avenue NW and 14th Street NW to C-2, Highway Commercial (first reading on May 27, 2025 and the second reading on June 10, 2025);

4. Resolution 2025-134: Approve the Preliminary and Final Plats for MIGHTY FINE COFFEE ADDITION;
 5. Resolution 2025-135: Approve a Conditional Use Permit for C-2 and Shoreland Overlay District at 127 and 123 14th Street NW; and
 6. Resolution 2025-136: Approve Variances for Parking Area Setbacks and Drive-Through Stacking Spaces at 127 and 124 14th Street NW.
- C. An Easement Agreement, dated December 18, 2023, filed January 1, 2024, as Document No. A764833 affects the Property by providing rights to an adjoining property owner for ingress and egress, parking/storage, green space, and personal use, and for the placement and maintenance of a garage in a specified area on the Property.
- D. Given the need to resolve the constraints to the Project arising out of the Easement Agreement, and given the need to address other revisions to the Project as identified by the Developer, the Developer submitted the following revised applications to the City on October 8, 2025:
1. Comprehensive Plan Amendment to guide a portion of the Property
 2. Variance Application for Lot Area, Impervious Surface Coverage, Parking Area Setbacks and Drive-Through Stacking Spaces at 127 and 123 14th Street NW.
 3. Rezoning Certain Properties at the Corner of 2nd Ave and 14th Street NW to C-2 Highway Commercial.
 4. Preliminary and Final Plats for MIGHTY FINE COFFEE ADDITION
 5. Conditional Use Permit for C-2 and Shoreland Overlay District at 127 and 123 14th Street NW
- E. The Developer intends to submit revised preliminary and final plat applications to the City, subdividing that portion of the Property covered by the Easement Agreement into a separate parcel. The Developer intends to transfer this parcel to the adjacent property owner, who will then combine it with their existing parcel.

- F. The Developer desires to commence construction on the Project before the Planning Commission and City Council can act on the revised preliminary and final plat applications, as well as related revised applications (the "Early Construction").
- G. For the following reasons, the City Council finds that it is in the community's best interest to allow the Early Construction identified in this Agreement to move forward before it acts on the revised applications:
 - 1. With the exception of the proposed subdivision that will create a parcel covered by the Easement Agreement, which the Developer intends to transfer to an adjacent property owner, the Project remains largely unchanged from its approval by the Council on May 27, 2025.
 - 2. Without the Council's approval of this Early Start Agreement, the timing of the City's review and approval process related to the Developer's revised applications would likely prevent the Developer from commencing construction on the Project in 2025. This Property has been vacant for many years. It is in the community's best interest to see the Developer improve the Property and fill the vacant building with a new business as soon as practical.
- H. Resolution 2025-134, Approve the Preliminary and Final Plats of MIGHTY FINE COFFEE ADDITION (the "Authorizing Resolution") included in EXHIBIT C of this Agreement, for the property (the "Property") legally described in EXHIBIT A of this Agreement. Refer to the final plat graphically depicted in EXHIBIT B.
- I. The City Council finds that the City may issue permits for the Early Construction if the Early Construction conforms to the current zoning requirements, the subdivision requirements of the City, and the provisions of this Agreement, except as otherwise allowed by this Agreement.
- J. The Developer is ready and able to proceed with the Early Construction at the Developer's sole risk.

TERMS OF THE EARLY CONSTRUCTION AGREEMENT

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

ARTICLE ONE GENERAL PROVISIONS

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

ARTICLE TWO REPRESENTATIONS AND WARRANTIES

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

transactions provided for in this Agreement.

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

ARTICLE THREE EARLY CONSTRUCTION

- 3.01. Extent of Early Construction Work.** Per the applicable provisions of this Agreement, the Developer may request, and the City may issue, permits for Early Construction before recording the MIGHTY FINE COFFEE ADDITION plat and the related resolutions, ordinance, and agreements. The extent of the Early Construction is limited to the area that is generally depicted in EXHIBIT D. No work shall occur in the area identified in the Easement Agreement dated December 18, 2023, filed January 1, 2024, as Document No. A764833.

- A. Construction staging;
- B. Installation of construction limits;
- C. Erosion control measures;
- D. Site grading;
- E. Stormwater improvements;
- F. General utility work;
- G. Removal and installation of paving and curbing; and
- H. Building renovations.

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

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

3.04. Existing Easements. The Developer is responsible for ensuring that the Early Construction work will not interfere with any existing easements on the Property.

3.05. Certificate of Occupancy. The Developer acknowledges that the City will not issue a temporary or permanent Certificate of Occupancy to the Developer until all required terms and conditions of the Development Agreement between the Developer and City have been satisfied.

ARTICLE FOUR ADDITIONAL PROVISIONS

4.01. Duration of this Agreement. This Agreement will take effect upon the date the Parties sign this Agreement. This Agreement will automatically terminate upon the Parties' recording of the plat and all related resolutions, ordinances, and agreements regarding the Project. Alternatively, this Agreement will terminate when the Parties mutually agree to terminate this Agreement.

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

- A. City Access. The Developer grants the City, its agents, employees, officials, and contractors a non-revocable license to enter the Property to perform all work, testing, and inspections deemed appropriate by the City related to the Early Construction and the Property.
- B. Parking and Storage. The Developer must provide adequate parking and storage area for workers, equipment, construction materials, or other items associated with the Early Construction. Parking, storage, and staging must occur on the Property unless approved otherwise by the City.

4.03. Indemnification. The City, its officials, agents, and employees are not liable or responsible to the Developer, the Developer's successors or assigns, the Developer's contractors or subcontractors, material suppliers, laborers, or any other person for any claim, demand, damage, or cause of action or character arising out of or because of the execution of this Agreement or the performance and completion of this Agreement. The Developer and the Developer's successors or assigns agree to protect, defend and save the City and its officials, agents, and employees harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorney fees, consulting engineering services, and other technical, administrative or professional assistance. This Agreement does not waive or limit immunity or limitation on liability that Minnesota Statutes, Chapter 466, or other applicable laws entitle to the City.

4.04. Work Stoppage. If the Developer stops any portion of the Early Construction, the Developer must maintain the Property to a condition approved by the City to protect the health, safety, and welfare of the public. If construction is abandoned or is to be permanently discontinued, the City may require the Developer to remove the improvements and restore any disturbed areas in accordance with City Ordinance requirements.

- 4.05. City Responsibilities.** All covenants, stipulations, promises, agreements, and obligations of the City contained in this Agreement are the covenants, stipulations, promises, agreements, and obligations of the City and not of any governing body member, officer, agent, servant, or employee of the City in an individual capacity.
- 4.06. Interpretation.** Any interpretation of this Agreement must be consistent with the laws of the state of Minnesota.
- 4.07. Entire Agreement.** This Agreement constitutes the entire agreement among the Parties regarding Early Construction permits. It supersedes and replaces any previous verbal or written agreements among or between the Parties related to Early Construction prior to the Parties recording the plat and related documents, including the resolutions, ordinance, and Development Agreement.
- 4.08. Breach of this Agreement.** If a breach of this Agreement occurs, the breaching Party agrees that it shall pay the non-breaching Party reasonable attorney fees and other expenses incurred by the non-breaching Party and its employees for the performance or observance of any obligation or agreement of the breaching Party under this Agreement.
- 4.09. Notices and Demands.** A Party must provide in-person or deliver via registered, certified, postage prepaid, or return receipt requested mail, all notices, demands, or other communications to the other Party. Email provides sufficient communication only if the receiving Party acknowledges in writing (or via email) having received the communication. Contact information for the Parties is as follows:
- A. The Developer: Jordan Brennan and Jessica Swink
1601 Monroe Court
Northfield, MN 55057
Email: jordan@mightyfinecoffee.com
 - B. The City: City of Faribault
208 NW 1st Avenue
Faribault, MN 55021
Attn: Jessica Kinser, City Administrator
Email: jkinser@faribaultmn.gov

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

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

The remainder of this page is intentionally left blank.

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

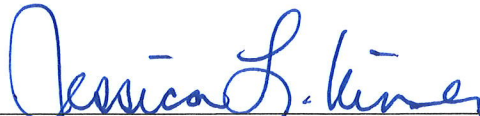
CITY OF FARIBAULT

By: _____



Thomas J. Spooner, Mayor

By: _____



Jessica L. Kinser, City Administrator

STATE OF MINNESOTA)

) SS.

COUNTY OF RICE)



The foregoing instrument was acknowledged before me this 14th day of November, 2025, by Thomas J. Spooner and Jessica L. Kinser, the Mayor and City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of the corporation.



Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Parcel A:

All of Lot 5 except the south 65 feet, in Block 6, in the Town of North Faribault, Rice County, Minnesota.

Parcel B:

Lot 4, Block 6, North Faribault, Rice County, Minnesota.

Abstract Property

MIGHTY FINE COFFEE ADDITION

B-1

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**EXHIBIT D
PLAT OPINION**

Insert Plat Opinion

EXHIBIT E
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 F
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

EXHIBIT G
ENCROACHMENT AGREEMENT

Insert Encroachment Agreement



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
Harry Davis, City Planning Manager
FROM: Leslie McGillivray-Rivas, Planner I
MEETING DATE: December 9, 2025
SUBJECT: Resolution 2025-354 Authorize Execution of an
Encroachment Agreement Related to Mighty Fine
Coffee

Background:

See main agenda item.

Recommendation:

Approve Resolution 2025-354

Attachments:

1. Resolution 2025-354 Authorize Execution of an Encroachment Agreement related to Mighty Fine Coffee

CITY OF FARIBAULT

RESOLUTION #2025-354

AUTHORIZE EXECUTION OF AN ENCROACHMENT AGREEMENT BETWEEN THE CITY OF FARIBAULT, JORDAN BRENNAN AND JESSICA SWINK

WHEREAS, the Faribault City Council, on May 27, 2025, approved Resolution 2025-135: Approve the Preliminary and Final Plat for Mighty Fine Coffee Addition (the "Plat" for property legally described as follows (the "Property")):

Lot 1, Block 1, MIGHTY FINE COFFEE ADDITION; and

WHEREAS, the Plat dedicates public drainage and utility easements along the perimeter of the Plat; and

WHEREAS, there is an existing building in the north and western portion of the Property that is within a public drainage and utility easement; and

WHEREAS, the owner of the Property, Jordan Brennan and Jessica Swink, spouses married to each other, request approval to maintain and use the existing building in the public drainage and utility easement; and

WHEREAS, the City is willing to allow the existing building to remain in the public drainage and utility easement, provided that the City and the Owner enter into an Encroachment Agreement that outlines the terms and conditions of maintaining and using the existing sign in the easement; and

WHEREAS, the City prepared the Encroachment Agreement attached to this Resolution as Exhibit A; and

WHEREAS, the Faribault City Council acknowledges that the said Encroachment Agreement is in draft form and may require limited revisions prior to its execution and recording.

NOW, THEREFORE, BE IT RESOLVED, the Faribault City Council hereby approves the Encroachment Agreement attached to this Resolution and authorizes City Staff and the City's Consultants to make limited revisions to the Agreement as needed.

Date Adopted: December 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A

Encroachment Agreement

Insert Encroachment Agreement

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (this "Agreement") made and entered into as of this ____ day of _____, 20__, by and between the City of Faribault, a Minnesota municipal corporation (the "City"), and Jordan Brennan and Jessica Swink, spouses married to each other (the "Owners"), together with the City of Faribault, (the "Parties") or each (a "Party ").

RECITALS

- A. The Owner is the fee owner of the following described real property (the "Property"):

Lot 1, Block 1, Mighty Fine Coffee Addition, Faribault, Rice County, Minnesota.
- B. The Property has an existing building (the "Building") located in the northern portion of the Property. The Building is within a public drainage and utility easement (the "Encroachment") (see Exhibit A). The Building was constructed prior to the Developer's acquisition of the Property.
- C. The Owner requested permission from the City to maintain and use the existing Building in the Easement.
- D. The City is willing to allow the Encroachment to remain in the Encroachment subject to the terms and conditions of this Agreement.

AGREEMENT

In consideration of each Party's mutual covenants, terms, and conditions outlined in this Agreement, the Parties mutually agree to the following:

- 1. Incorporation of Recitals.** The recitals and exhibit in this Agreement are incorporated into this Agreement as though they were contained herein.
- 2. Limited Use Within the Encroachment.** The City warrants that it has the right to grant this limited use interest affecting the Encroachment. Per the terms and conditions of this Agreement, the City grants the Owners the right to continue to maintain the existing Building in the Encroachment. The Owners must not alter the grade or permit alterations in the Easement, without the City's prior express written consent. The Owners must conduct all of its activities in the Easement in a manner that does not interfere with the operation and maintenance of drainage and public utilities.
- 3. Maintenance and Repair of the Existing Building.** The Owners agrees to repair and maintain the existing Building in a manner consistent with the City's ordinances. If the Owners fail to repair or maintain the existing Building in the Encroachment during the term of this Agreement, the City may revoke the limited use granted by this Agreement.
- 4. City's Right to Use the Easement.** The City reserves the right to use the public and drainage utility easement, including the Encroachment, during the term of this Agreement for its purposes. Nothing in this Agreement prevents the City from taking any action necessary to exercise its interest in the public drainage and utility easement, including excavation that may render the Encroachment unusable. The Owners shall have no claim against the City if the Encroachment becomes unusable for the use contemplated in this Agreement.
- 5. City's Access, Utilities, and the Easement.** If the City must affect the existing Building in the public drainage and utility easement to construct, maintain, operate, repair, remove, or resize a public utility, the City shall not be liable for loss, damage, or repair, or replacement of the Building or any associated equipment and facilities within the public drainage and utility easement. The Owners release the City, its employees, and agents from all liability for any such loss or damage. In no way does this Agreement constitute a waiver by the City of its rights to use its public drainage and utility easement unencumbered by the existing Building within the easement.
- 6. Assumption of Risk.** The Owners assume all risks for damages, injuries, or loss to either property or persons that the Owners or its

respective agents, invitees, or licensees may incur in or near the public drainage and utility easement in any way associated with the Encroachment.

- 7. Hold Harmless; Indemnification.** Any and all claims that arise or may arise against the Owners, its officers, employees, agents or contractors while engaged in its use of the Encroachment shall in no way be the obligation of the City. Furthermore, the Owners must indemnify, hold harmless and defend the City, their officials, employees, contractors, and agents from and against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including reasonable attorneys' fees which the City, its officers, employees, agents or contractors may sustain, incur, or be required to pay, arising out of by reason of any act or failure to act by Owners, its officers, employees, agents or contractors or arising out of or by reason of this Agreement. Nothing in this Agreement shall be construed as a waiver by the City of any immunity, defenses, or other limitations on liability to which the City is entitled by law.
- 8. Insurance.** During the term of this Agreement, the Owners must procure and keep in force a general property casualty insurance policy that includes the area designated within the Encroachment. Any claims for damages based upon the Owner's use of the Agreement shall be submitted to Owner's insurance policy.
- 9. Term.** This Agreement shall be effective upon execution and shall terminate when the Owners remove the Encroachment from the Easement, or the City vacates the portion of the Easement within the Encroachment.
- 10. Termination.** The Owners or City may terminate this Agreement at any time by giving the other Party 30 days' written notice. Unless the City vacates the public drainage and utility easement within the Encroachment, upon termination of this Agreement, the Owners shall immediately remove the Building from the Encroachment and return the land area underlying the Encroachment to an acceptable condition required by city ordinances at the Owner's sole cost. All applicable city permits shall be required prior to removal or alteration of the existing Building.
- 11. Notices.** Any notice, demand, or other communication under this Agreement by either Party to the other shall be sufficiently given or delivered if it is dispatched by certified or registered mail or delivered personally to the respective address of each Party as outlined as follows:

As to the Owners: Jordan Brennan and Jessica Swink
1601 Monroe Ct.
Northfield, MN 55057
Email: jordan@mightyfinecoffee.com

As to the City: City of Faribault
208 NW First Avenue
Faribault, MN 55021-5105
Atten: Jessica L. Kinser, City Administrator
Email: jkinser@faribaultmn.gov

with a copy to: Scott J. Riggs, City Attorney
Kennedy & Graven Chartered
150 South Fifth Street,
Suite 700
Minneapolis, MN 55402-1299
Email: sriggss@Kennedy-Graven.com

- 12. Recording.** On behalf of the Owners and at the Owner's sole cost, the City shall record this Agreement and any amendments to it in the office of the Rice County Recorder or Registrar of Titles.
- 13. Entire Agreement; Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes any other written or oral agreements between the Parties related to the Encroachment and the Encroachment. Any modification of this Agreement or additional obligation assumed by any Party in connection with this Agreement shall be binding only if evidenced in writing signed by the Parties to be affected by said modification or additional obligation and recorded in the office of the Rice County Recorder or Registrar of Titles.
- 14. Assignment.** The Owner shall not have the right to assign any rights under this Agreement except with the City's prior, express, and written consent and the entering of a new Agreement with any new Owner of the Property.

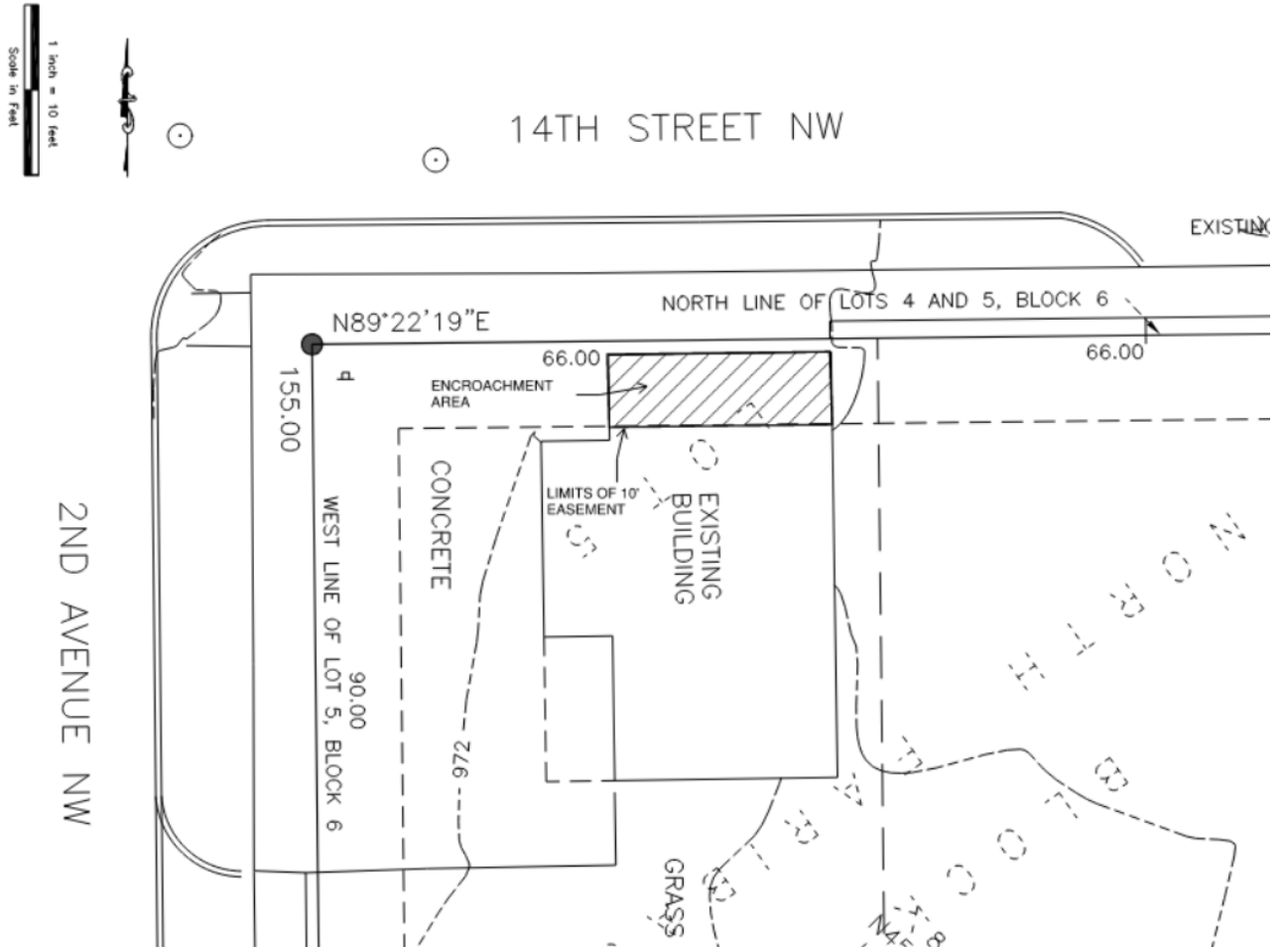
IN WITNESS WHEREOF, the Owner and City have executed this Agreement this ____ day of _____, 20__.

Thomas J. Spooner, Mayor

Notary Public

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EXHIBIT A
EXISTING BUILDING ENCROACHMENT





Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: December 9, 2025
SUBJECT: Resolution 2025-339 Accept Bid for Well Sealing Project

Background:

On Tuesday, November 25, 2025, bids were received for the Well Sealing Project. The project includes drilling out the casing and removing debris from the two abandoned wells, pouring in grout to fully seal the wells to prevent future contamination of the aquifer/groundwater and restoring the area.

One bid was received and is as follows:

Traut Companies, St. Joseph, MN	\$421,890.00
<i>Engineer's Estimate</i>	<i>\$375,000.00</i>

Traut's bid includes a \$10,000.00 contingency. It is recommended to award the bid to Traut Companies.

The total project costs are as follows:

Construction	\$421,890.00
Engineering Design	\$ 23,500.00
Construction Administration	<u>\$ 18,200.00</u>
Total	\$ 463,590.00

Based on the low bidder's price, the estimated funding is as follows:

State Grant Funding	\$250,000.00
Water Fund 601	\$213,590.00

Construction on the project is scheduled to begin in the spring of 2026 and be substantially completed by the end of December.

Recommendation:

Approve Resolution 2025-339

HONESTY • RESPECT • DEDICATED • VISIONARY • ACCOUNTABILITY

Attachments:

1. Resolution 2025-339
2. 2025-11-26 24X134736 Bid Evaluation Faribault Seal Wells 1-2
3. 2025-12-09 24X134736 Notice of Award (City to Sign) (Traut) FARI Seal Wells 1-2

CITY OF FARIBAULT

**RESOLUTION #2025-339
ACCEPT BID FOR WELL SEALING PROJECT**

WHEREAS, pursuant to the advertisement for bids for the Water Reclamation Facility Improvements Project, bids were received, opened, and tabulated according to law and the following bids were received complying with the advertisement for bids:

Traut Companies, Saint Joseph, MN	\$ 421,890.00
Engineer's Estimate	\$ 375,000.00

and;

WHEREAS, it appears that Traut Companies, Saint Joseph, MN is the lowest responsible bidder.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Administrator are hereby authorized and directed to enter into contract with Traut Companies, in the name of the City of Faribault for the Well Sealing Project in the amount of \$421,890.00 to which the plans and specifications prepared and on file in the office of the Public Works Director.

Date Adopted: December 9, 2025

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337

Phone: (952) 890-0509
Bolton-Menk.com

VIA EMAIL

November 26, 2025

City of Faribault
ATTN: Travis Block, Public Works Director
1200 Belview Trail
Faribault, MN 55021
tblock@faribaultmn.gov

RE: Bid Evaluation – Sealing of Wells No. 1 and No. 2
City of Faribault, Minnesota
Project No.: 24X.134736

Dear Travis,

One (1) bid was received on Tuesday, November 25, 2025, for the Sealing of Wells No. 1 and No. 2 project. As shown in the attached Bid Tabulation, the total bid price was \$421,890.00. The low responsive and responsible bid was received from Traut Companies from St. Joseph, Minnesota. The bid documents were clear and did not have ambiguities.

The engineer's estimate was \$375,000. The original estimate did not include a contingency, and the bid from Traut includes a \$10,000 contingency. Any funds not used will be returned to the City. Several bid items were higher than the original estimate, with the mobilization of the drill rig being the biggest change. This is due to the tight conditions for servicing Wells No. 1 and No. 2.

Traut Companies is a reputable well company and has constructed numerous well projects engineered by Bolton & Menk. Traut Companies is experienced in municipal well drilling and sealing and has significant well experience.

I recommend that the contract be awarded to Traut Companies for \$421,890.

Sincerely,

Bolton & Menk, Inc.

Seth A. Peterson, P.E.

Water/Wastewater Division Leader | Senior Principal

cc: Kaija Ornes-Ward - Bolton & Menk, Inc.

Enclosure: Bid Tabulation and Itemized Bid Worksheet



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BID TABULATION

Project Location: City of Faribault, MN
Project Title: Sealing of Wells No. 1 and No. 2

Bid Day/Date: Tuesday, November 25, 2025
Bid Time: 11:00 AM

Project No.: 24X.134736
Addendum(s): No. 1 – 11/20/2025

BIDDERS		TOTAL BID PRICE
1.	Traut Companies St. Joseph, Minnesota	\$421,890.00

Faribault, City of - Sealing of Wells No. 1 and No. 2 - 24X.134736 (Quest #9927811)

Owner: City of Faribault, Minnesota

Solicitor: Bolton & Menk, Inc. - Burnsville, MN

11/25/2025 11:00 AM CST

				TRAUT COMPANIES	
Line Item	Item Description	UofM	Quantity	Unit Price	Extension
1	Mobilization, demobilization, and reports, including any required permits and site restoration.	LS	1	\$6,300.00	\$6,300.00
2	Excavate to expose both wells. Use a trench box or other suitable means at Well No. 1 to protect the nearby generator installation. Once tops of wells are exposed, remove caps to access the borehole.	LS	1	\$8,500.00	\$8,500.00
3	Mobilize and demobilize the reverse circulation drill rig. Mud rotary drilling will not be acceptable.	LS	1	\$64,240.00	\$64,240.00
4	Furnish and install 12" well casing riser sections to the surface in both wells.	LF	30	\$160.00	\$4,800.00
5	Drill open well shaft and remove all fill or debris currently in the bore holes (cumulative for both wells). Well No. 1 - 1,055 feet; Well No. 2 - 765 feet.	LF	1820	\$130.00	\$236,600.00
6	Video tape and Gamma log both open bore holes.	EA	2	\$5,000.00	\$10,000.00
7	Furnish and install neat cement grout in both wells (* Qty Note).	CY	50	\$975.00	\$48,750.00
8	Clean sand fill or pea rock (if required).	CY	50	\$380.00	\$19,000.00
9	Water-tight dumpster rental to store drill cuttings prior to disposal.	LS	2	\$4,500.00	\$9,000.00
10	Dispose of the drill cuttings in a suitable place. Include any permit fee if required.	CY	40	\$75.00	\$3,000.00
11	Cut off well casing below grade as directed by the owner.	EA	2	\$850.00	\$1,700.00
12	Contingency allowance.	LS	1	\$10,000.00	\$10,000.00
Bid Total:					\$421,890.00

NOTICE OF AWARD

Date of Issuance: December 9, 2025

Owner: City of Faribault, Minnesota

Owner's Project No.:

Engineer: Bolton & Menk, Inc.

Engineer's Project No.: 24X.134736

Project: Sealing of Wells No. 1 and No. 2

Contract Name: Sealing of Wells No. 1 and No. 2

Bidder: Traut Companies

Bidder's Address: 32640 County Rd. 133, St. Joseph, MN 56374

You are notified that Owner has accepted your Bid dated November 25, 2025, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

- Sealing of Wells No. 1 and No. 2

The Contract Price of the awarded Contract is \$421,890.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three (3) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Deliver to Owner executed Section 00 51 11 "RESPONSIBLE CONTRACTOR SUBCONTRACTORS LIST". Delivery is a condition precedent to execution of this contract and failure to submit this form shall be cause for the Owner to cancel Award of Contract and declare your Bid security forfeited.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Faribault

By (signature): _____

Name (printed): Jessica Kinser

Title: City Administrator

Copy: Engineer