



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, APRIL 12, 2022

6:00 PM

1. Call to Order/Roll Call/Pledge of Allegiance

2. Presentations/Introductions

- A. Present Ann Remold with the Award of Financial Reporting Achievement by the Government Finance Officers Association
- B. Present Travis Block with a Certificate of Commendation from the Minnesota Pollution Control Agency for Compliance with MPCA NPDES/SDS in 2021

3. Approve minutes of March 22, 2022 Regular City Council Meeting and March 22, 2022 Special City Council Meeting (Closed Session)

- A. March 22, 2022 Regular City Council Meeting Minutes and March 22, 2022 Special City Council Meeting (Closed Session) Minutes

4. Consent Agenda

- A. List of Claims for Release
- B. Approve Use of North Alexander Park by Rice County Historical Society
- C. Resolution 2022-063 Establish the City of Faribault Authorized Community Festivals within the City and Provide for the Terms and Conditions for Alcohol Service and Consumption at Community Festivals
- D. Approve Mowing Quote
- E. Approve Quote for Shirts
- F. Resolution 2022-072 Accept Donations to Faribault Parks and Recreation Department
- G. Resolution 2022-073 Approve Street Closures for Mental Health Awareness Walk
- H. Approve Memorandum of Understanding with Rice County Regarding Rice County Public Safety Center and Cannon River View Plat
- I. Resolution 2022-076 Declare Existing Buildings as Surplus Property at 217 Mill Street and 55 Willow Street
- J. Approve First Amendment to Developer's Platting Agreement By and Between City of Faribault and McDonough Farms, LLC for Met Con Business Park Second Addition
- K. Accept Quote for Pressure Washing Elevated Tower and Ground Storage Reservoir
- L. Approve Change Order No. 3 for Water Treatment Plant
- M. Approve Agricultural Land Lease at Airport
- N. Approve Task Order No. 12 with Foth for Airfield Lighting Improvements Project at Airport
- O. Approve Federal Aviation Administration Agreement for Airfield Lighting Project at Airport
- P. Resolution 2022-078 Approve Hiring of Community Services Officers

- Q. Resolution 2022-080 Approve Hiring of Maintenance Engineer
- R. Approve Hangar Rental Agreement
- S. Resolution 2022-081 Approve Appointments of Committee, Board, and Commission Members
- T. Approve Consent to Improvements with Xcel Energy for Kwik Trip Pond Improvements
- U. Approve Facility Use Agreement with Rotary Club
- V. Resolution 2022-082 City of Faribault's Position Statement Opposing Significant Commercial/ Industrial Development Outside of City Limits
- W. Resolution 2022-083 Approve Acquisition of 127 Willow Street (PID 18.31.4.26.075) and Authorize the Execution of the Purchase Agreement
- X. Approve New Golf Cart/Recreational Vehicle Permit
- Y. Accept Professional Land Surveying Services Proposal for Former Lockerby Property and Surrounding Parcels
- Z. Approve Change Order No. 1 for Well House No. 5 Replacement

5. Requests to be Heard

6. Public Hearings – None

7. Items for Discussion

- A. Ordinance 2022-5 Amend Sections 28-26 & 28-156 of the City Code of Ordinances Regarding Restricting Utility Service Outside City Limits - First Reading
- B. Resolution 2022-077 Approve Plans and Specifications and Establish Bid Date for 2022 MSA Street Reconstruction Improvements - Contract 2022-04
- C. Resolution 2022-079 Approve a Conditional Use Permit for an Enclosed Loading Dock in the Shoreland Management District at the Faribault Woolen Mill at 1500 NW Second Avenue
- D. Ordinance 2022-6 Amend Chapter 9, Sec. 9-3, (a) of the City Code of Ordinances regarding the Residency Requirement for Environmental Commission Members - First Reading
- E. Ordinance 2022-7 Vacate Certain Unused Public Right of Way Easements and Access Restrictions on Lots 2 and 3 of FWF Addition - First Reading

8. Bids

- A. Resolution 2022-075 Accept Bids for Municipal Airport Airfield Lighting Improvements

9. Boards and Commissions Reports, Announcements and Project Updates

10. Adjournment

(The Council may meet as a group for dinner)

NOTE:

CC Closed Captioning of Council meetings available on FCTV.

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

CERTIFICATE OF COMMENDATION

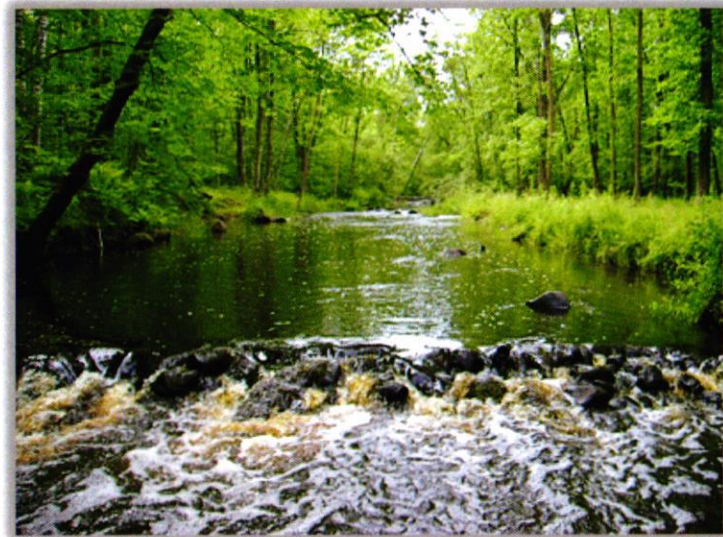
This Wastewater Treatment Facility Operational Award is presented to
Faribault WWTP
and its staff

in recognition of exceptional compliance with its Minnesota Pollution Control Agency
NPDES/SDS wastewater permit during the 2021 review period.

Your dedication to protecting Minnesota's waters are duly
recognized and appreciated by the state of Minnesota.

Katrina Kessler

Katrina Kessler, MPCA Commissioner





CITY COUNCIL MINUTES- Draft

COUNCIL CHAMBERS

TUESDAY, MARCH 22, 2022

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

The regular meeting of the City Council was called to order by Mayor Kevin Voracek at 6:00pm. Councilors Sara Caron, Royal Ross, Peter van Sluis, Tom Spooner, Janna Viscomi and Jon Wood were in attendance. Also in attendance were Deputy City Administrator Kevin Bushard, Assistant to the City Administrator Heather Slechta, Community and Economic Development Director Deanna Kuennen, Interim Police Chief Neal Pederson, Fire Chief Dustin Dienst, City Engineer Mark DuChene, Public Works Director Travis Block and City Attorney Scott Riggs.

Presentations/Introductions

Deputy City Administrator Kevin Bushard swore in new Police Chief John Sherwin. Mr. Sherwin comes to the City from Rochester where he worked for over 20 years. Mr. Sherwin's badge was pinned on by his wife Heather. Mr. Sherwin stated that he was honored and humbled as well as thankful for the opportunity to be the next Chief of Police for the City of Faribault.

Approve minutes of March 8, 2022 City Council Meeting

Motion by Ross, seconded by Wood to approve the March 8, 2022 City Council Meeting Minutes and carried unanimously.

Consent Agenda

- A. List of Claims for Release
- B. Approve 1-4 Day Temporary Liquor License and Indemnification Agreement for BPOE Lodge 1166
- C. Approve Fourth of July Fireworks Contract with RESpyro
- D. Resolution 2022-062 Accept Donations Made to the Faribault Police Department
- E. Resolution 2022-064 Authorize Submittal of Municipal Airport Airfield Lighting Improvements Project Grant Application
- F. Approve 2022 CIP Purchase – Replacement of Utilities Department Service Truck
- G. Resolution 2022-069 Approve Hiring of Paid On-Call Firefighters
- H. Approve the International Union of Operating Engineers Local 70 2022-2024 Collective Bargaining Agreement and Memorandum of Understanding
- I. Resolution 2022-070 Approve Hiring of Police Officer
- J. Resolution 2022-071 Approve Hiring of Mechanic

Motion by van Sluis, seconded by Viscomi to approve Consent Agenda items A-J and carried unanimously.

Requests to be Heard-None

Public Hearings

Resolution 2022-065 Order Improvements and Order Preparation of Plans and Specifications for 2022 Faribault Road Reconstruction and Lyndale Avenue Trail Improvements - Contract 2022-03

City Engineer Mark DuChene explained that Resolution 2022-065 orders the improvements for the proposed 2022 Faribault Road and Lyndale Avenue Trail Improvements - Contract 2022-03 project, including pavement replacement, concrete curb and gutter construction, watermain replacement, bituminous trail construction, and related improvements.

The streets proposed to be included in this project are Faribault Road (Town Square Lane to Jensen Drive) and Lyndale Avenue Trail (Town Square Lane to Highland Place).

The preliminary total estimated cost of the improvements, including 10% contingency and 15% engineering, is \$1,217,600.00. Proposed funding for the project is as follows:

Street Improvement Fund (401)	\$ 641,600.00	52.7%
Municipal State Aid Funds (MSAS)	\$ 185,500.00	15.2%
DNR Trails Grant	\$ 100,000.00	8.2%
Storm Water Utility Fund (603)	\$ 290,500.00	23.9%
Total	\$ 1,217,600.00	100.0%

The purpose of the hearing was to take public comment as part of the consideration by the Council in ordering the improvements. If the project was ordered, plans and specifications will be finalized and brought back to the Council for approval, along with the request for authorization to advertise for public bids.

DuChene stated that due to the COVID 19 pandemic, a traditional open house was not held, but rather, a virtual neighborhood meeting was held and people were encouraged to contact the City Engineer directly with any questions after viewing the virtual open house. No comments were received.

As detailed in the feasibility report, there will be no special assessments proposed as part of this project as revenues for the street improvement fund are designated to come from the franchise fee increases. As such, a simple majority vote of the City Council would be required to advance the improvements. Construction is scheduled to begin in May/June, with substantial completion by the end of September 2022.

Councilor Wood stated that the letter that was sent to the property owners was really good, and asked if it was a template, DuChene explained that it was the letter that they would be sending out for projects, however, it would be personalized as needed. Councilor Viscomi questioned if the trail would tie into anything, DuChene explained the various connections. She also asked if there was anything that directed people that use the trail, DuChene stated that he would look into the signage with Parks and Recreation Director Paul Peanasky. Viscomi asked for this to be discussed at a future Council Work Session.

Motion by van Sluis, seconded by Viscomi to open the public hearing and carried unanimously. The public hearing was opened at 6:18 pm.

There were no comments from the public.

Motion by Caron, seconded by Ross to close the public hearing and carried unanimously. The public hearing was closed at 6:19 pm.

Motion by Ross, seconded by Caron to approve Resolution 2022-065 Order Improvements and Order Preparation of Plans and Specifications for 2022 Faribault Road Reconstruction and Lyndale Avenue Trail Improvements - Contract 2022-03 and carried unanimously.

Resolution 2022-066 Order Improvements and Order Preparation of Plans and Specifications for 2022 MSA Street Reconstruction Improvements - Contract 2022-04

City Engineer Mark DuChene explained that Resolution 2022-066 orders the improvements for the proposed 2022 MSA Street Reconstruction Improvements - Contract 2022-04 project to include removals, watermain replacement, sanitary sewer replacement, lot services, storm sewer construction, grading, aggregate base, sidewalk replacement, bituminous paving, turf restoration and related improvements.

The streets proposed to be included in this project are 10th Street SW (Prairie Avenue to 9th Avenue SW) and Prairie Avenue (Springwood Lane to Trailwood Lane)

The preliminary total estimated cost of the improvements, including 10% contingency and 15% engineering, is \$1,224,400.00. Proposed funding for the project is as follows:

Municipal State Aid Funds (MSAS)	\$ 939,700.00	76.7%
Water Utility Fund (601)	\$ 128,850.00	10.5%
Sewer Utility Fund (602)	\$ 105,850.00	8.6%
Storm Water Utility Fund (603)	\$ 50,000.00	4.1%
Total	\$ 1,224,400.00	100.0%

The purpose of the hearing was to take public comment as part of the consideration by the Council in ordering the improvements. If the project was ordered, plans and specifications will be finalized and brought back to the Council for approval, along with the request for authorization to advertise for public bids.

DuChene again stated that due to the COVID 19 pandemic, a traditional open house was not held, but rather, a virtual neighborhood meeting was held and people were encouraged to contact the City Engineer directly with any questions after viewing the virtual open house. Comments from one property owner along 10th Street SW were received and generally pertained to the proposed street width, the reopening of access to Jefferson School at Home Place and access during construction.

As detailed in the feasibility report, there are no special assessments proposed as part of this project as revenues for the street improvement fund are designated to come from the franchise fee increases. As such, a simple majority vote of the City Council is required to advance the improvements. Construction is scheduled to begin in May/June, with substantial completion by the end of September 2022.

Councilor Spooner asked what control the City had over the timing of the project as there is T-Ball in that area four nights a week, June through July 4, DuChene stated that they try to be flexible with the contractors. Spooner suggested working with the Parks and Recreation Department to possibly move the programs to a different area.

Motion by Spooner, seconded by Viscomi to open the public meeting and carried unanimously. The public hearing opened at 6:25pm.

There were no comments from the public.

Motion by van Sluis, seconded by Caron to close the public hearing and carried unanimously. The public hearing was closed at 6:26pm.

Motion by Spooner, seconded by Wood to approve Resolution 2022-066 Order Improvements and Order Preparation of Plans and Specifications for 2022 MSA Street Reconstruction Improvements - Contract 2022-04 and carried unanimously.

Items for Discussion

Resolution 2022-068 Establishing Precinct Boundaries and Polling Places

Assistant to the City Administrator Heather Slechta explained that on February 16, 2022, the State released its approved redistricting plan. Once this plan was released, cities had until March 29, 2022 to reestablish/establish precinct lines and polling locations. At its December 7, 2021 Work Session, staff brought forward their recommended precinct changes. As stated at the Work Session, precinct boundaries are not tied to population size. However, staff worked to keep the size of each precinct somewhat similar. Another consideration considered was polling locations. Polling places must be fully accessible, large enough to accommodate election activities, free from other non-election activities, as well as smoke and liquor free. The current polling locations meet all requirements, and staff felt that the set-up of the polling locations allowed for easy voter access, with limited wait times. The consensus of the Council was to move forward with the recommended precinct lines and polling locations.

Motion by Spooner, seconded by Viscomi to approve Resolution 2022-068 Establishing Precinct Boundaries and Polling Places and carried unanimously.

Bids

Resolution 2022-067 Accept Bids for 2022 Miscellaneous Concrete Work (City Wide) - Contract 2022-01

City Engineer Mark DuChene explained that staff received bids for Contract 2022-01, 2022 Miscellaneous Concrete Work - City Wide on Wednesday, March 16, 2022. The bid came from Legends Concrete for a total of \$78,574.50

Financing for the project comes from the Street Improvement Projects Fund. The amount of work actually completed under this contract varies widely from year to year. The Street Improvement Projects Fund is then reimbursed from various other City funds based on the specific work performed.

Minor work in the public right-of-way is also performed at the request of private parties via petition and waiver agreements for assessment of the work back to the private party.

Councilor Wood asked how quantities are bid out, DuChene explained that they use the previous year's amount.

Motion by Ross, seconded by van Sluis to approve Resolution 2022-067 Accept Bids for 2022 Miscellaneous Concrete Work (City Wide) - Contract 2022-01 and carried unanimously.

Boards and Commissions Reports, Announcements and Project Updates

The Monthly Financial Report was provided to the Council as part of the meeting packet materials. Councilor Spooner attend the North Alexander Park meeting last week, there was nothing new to report, the park is a busy place in the summer.

Councilor van Sluis reported that on May 7, 2022 from 12:00pm-1:00pm the dedication to the Veteran's Memorial will be taking place at the Court House.

Adjournment

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

Meeting adjourned at 6:34pm.

Respectfully Submitted,

Heather Slechta
Assistant to the City Administrator



SPECIAL CITY COUNCIL MINUTES

PUBLIC MEETING ROOM

TUESDAY MARCH 22, 2022

The Special meeting of the City Council was called to order by Mayor Kevin Voracek at 6:39 pm. Councilors in attendance included Sara Caron, Royal Ross, Peter van Sluis, Tom Spooner, Janna Viscomi and Jon Wood. Also in attendance was Deputy City Administrator Kevin Bushard, Community and Economic Development Director Deanna Kuennen and City Attorney Scott Riggs.

Motion by van Sluis, seconded by Spooner to close the Special City Council meeting.

The meeting was closed at 6:40 pm.

The City Council held a Special Closed Meeting pursuant to Minnesota Statutes, Sections 13D.05, subdivision 3(c) and 13.44, subdivision 3, to conduct a closed City Council meeting concerning the property identified as Parcel ID 18.31.4.26.075 (hereinafter referred to as the "Property") and to consider strategies and to develop or consider offers or counteroffers for the purchase and/or sale of the Property and to review confidential appraisal information for the Property.

Motion by Ross, seconded by van Sluis to open the Special City Council meeting.

The meeting was opened at 6:53 pm.

Adjournment

Motion by Caron, seconded by van Sluis to adjourn the meeting.

Meeting adjourned at 6:54 pm.

Respectfully Submitted,

Kevin M. Bushard
Deputy City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Day, Finance Director
MEETING DATE: April 12, 2022
SUBJECT: List of Claims for Release

Background:

A copy of the list of claims is available for City Council review through the City Administrator, in the amount of \$1,603,512.48, which includes check numbers 174360 to 174500, 175501 to 175508 and automatic clearing house payments.

The description line for each claim provides information to assist readers in understanding the purpose of the purchase and the department making the purchase. Initials of the department making the purchase are included in the description when possible. At the bottom of each page is a key, listing the primary funds to help identify the fund associated with the claim.

Recommendation:

Approve the attached List of Claims for Release

Attachments:

1. 04-12-2022 Council AP List

AP
AP Council Approval 04-12-2022



User: astadler
Printed: 4/7/2022 2:46:55 PM

Check Numb	Last Name	Acct 1	Amount	Description
0	5 Star Inspections Inc	101-42400-420-43090	2,669.80	Electrical Inspections
	5 Star Inspections Inc		2,669.80	
174373	Advantage Dist, LLC	602-49480-000-42130	149.50	UV Oil
	Advantage Dist, LLC		149.50	
174374	Airgas USA LLC	601-49430-000-44160	62.82	Tank Lease
174374	Airgas USA LLC	601-49430-000-44160	-62.82	Torch Tank Lease Credit
174374	Airgas USA LLC	602-49480-000-42170	267.89	Calibration Gas For Monitoring Equipment
174374	Airgas USA LLC	101-43126-430-44160	70.90	Welding/Cutting Torch Gas Cylinder Rental
	Airgas USA LLC		338.79	
0	All Pro Cleaners LLC	898-46310-000-44010	1,240.85	38.5 Hours March 2022 Janitorial Service #122 3 Hours Cleaning
0	All Pro Cleaners LLC	241-46330-461-44010	59.80	49 Units 2 Hours Litter Removal March 2022
	All Pro Cleaners LLC		1,300.65	
174375	Aman Nathan	601-00000-000-20200	70.00	Refund Check 006132-000, 828 8 St SW
	Aman Nathan		70.00	
174376	Amazon Capital Services	101-45122-450-42110	-7.79	Credit for Gauge Returned
174376	Amazon Capital Services	101-45500-450-42190	30.63	Books
174376	Amazon Capital Services	101-45500-450-43130	62.55	Ukulele Music Books
174376	Amazon Capital Services	101-45500-450-43130	39.73	Edible Books Award Medals
174376	Amazon Capital Services	101-45500-450-42010	26.27	Alphabetical Index Card Set/Card File Box
174376	Amazon Capital Services	101-45110-450-42020	336.00	Barcode Scanners
174376	Amazon Capital Services	101-45500-450-43130	89.96	Items for Early Literacy Area
174376	Amazon Capital Services	101-45500-450-42410	206.74	Pop-Up Canopy Tent/Scotchguard Shield
174376	Amazon Capital Services	101-45500-450-42010	21.00	Index Card Box

Check Numb	Last Name	Acct 1	Amount	Description
174376	Amazon Capital Services	101-42700-420-42010	-19.16	Credit - Rubber Bands
174376	Amazon Capital Services	101-42123-420-42410	88.23	Streamlight Wall Adapter and Switch Kit
174376	Amazon Capital Services	101-45200-450-42210	44.84	Lawn Mower Carburetor
174376	Amazon Capital Services	101-45500-450-43131	38.98	Cricut Carrying Case and Mats for Adventure Kit
174376	Amazon Capital Services	101-45500-450-43131	21.10	Juggling Adventure Kit
174376	Amazon Capital Services	101-45500-450-43131	33.42	Magic Tricks Adventure Kit
174376	Amazon Capital Services	101-45500-450-42190	15.79	Book
174376	Amazon Capital Services	101-45500-450-43131	22.49	Adventure Kit
174376	Amazon Capital Services	101-42220-420-42410	77.32	Triage Belt and Triage Color Tape
174376	Amazon Capital Services	101-45500-450-42190	66.92	Books
174376	Amazon Capital Services	101-45500-450-42010	6.99	Binder Rings
174376	Amazon Capital Services	101-41580-410-42110	28.98	Cell Phone Case for Work Cell
174376	Amazon Capital Services	101-45500-450-42020	45.96	Kodak Ink Jet Replacement Inks
174376	Amazon Capital Services	101-41580-410-42010	15.49	Mouse Pad for IT
174376	Amazon Capital Services	101-45500-450-43131	147.78	Adventure Kits/Outdoor Games
174376	Amazon Capital Services	101-45500-450-42190	17.99	Book
174376	Amazon Capital Services	101-45500-450-43131	73.40	Adventure Pack/Disc Golf
174376	Amazon Capital Services	101-45500-450-43130	49.98	Thermal Laminating Film for Storywalks
174376	Amazon Capital Services	101-45500-450-43131	29.59	Sterilite Boxes for Adventure Kits
174376	Amazon Capital Services	101-45500-450-43131	181.53	Adventure Kit/Birdwatching
174376	Amazon Capital Services	101-45500-450-43131	89.05	Adventure Kit-Rock Kit
174376	Amazon Capital Services	101-45500-450-43096	-64.90	Refund of Hotspot Chargers
174376	Amazon Capital Services	101-45500-450-42010	12.67	Round Corner Punch
174376	Amazon Capital Services	101-42110-420-42110	22.10	Heavy Duty Tape
174376	Amazon Capital Services	101-42110-420-42410	34.77	Tripod with Bag
174376	Amazon Capital Services	101-45500-450-43131	7.99	Adventure Kit/Rockhounding
174376	Amazon Capital Services	101-45500-450-43131	17.99	Adventure Kit/Rockhounding Book
174376	Amazon Capital Services	101-41580-410-42110	29.99	Headset for LeAnna Deskphone
174376	Amazon Capital Services	101-45500-450-42010	8.99	Binder Rings
174376	Amazon Capital Services	101-45500-450-43131	50.54	AdventureKit/Dungeons & Dragons /3-D Printer Cases
174376	Amazon Capital Services	101-45500-450-43131	21.88	Adventure Kit/Knitting
174376	Amazon Capital Services	101-45500-450-42190	57.93	Books
174376	Amazon Capital Services	101-43121-430-42110	35.98	Dewalt Band Saw Blades
174376	Amazon Capital Services	101-45130-450-42110	144.90	Group Fitness Adult Equipment
174376	Amazon Capital Services	101-45500-450-43130	14.45	Early Literacy Toy
174376	Amazon Capital Services	602-49480-000-42020	320.85	Toner Cartridges Wastewater Treatment Plant
174376	Amazon Capital Services	101-42110-420-42410	152.73	Lithium Rechargeable Battery/Bit Set/Impact Driver/ Drill Bit Se
174376	Amazon Capital Services	101-42110-420-42010	74.95	Comfort Desk Mat
174376	Amazon Capital Services	101-45500-450-42010	41.43	Name Badge Holders/Command Strips
174376	Amazon Capital Services	101-43121-430-42020	22.05	Flash Drives
174376	Amazon Capital Services	602-49450-000-42020	2.30	Flash Drives
174376	Amazon Capital Services	603-49500-000-42110	0.82	Cups for Multi-Purpose Room PWP
174376	Amazon Capital Services	601-49430-000-42020	2.30	Flash Drives

Check Numb	Last Name	Acct 1	Amount	Description
174376	Amazon Capital Services	101-45500-450-42010	12.00	Binder Rings
174376	Amazon Capital Services	601-49430-000-42110	5.67	Cups for Multi-Purpose Room PWP
174376	Amazon Capital Services	101-45500-450-43130	24.99	3D Printer Filament
174376	Amazon Capital Services	602-49450-000-42110	5.67	Cups for Multi-Purpose Room PWP
174376	Amazon Capital Services	101-43121-430-42110	54.52	Cups for Multi-Purpose Room PWP
174376	Amazon Capital Services	603-49500-000-42020	0.32	Flash Drives
174376	Amazon Capital Services	101-45500-450-43131	24.99	Adventure Kit Container
	Amazon Capital Services		3,022.63	
174377	American Indian Library Association	101-45500-450-42010	36.50	AIYLA Book Award Stickers
	American Indian Library Association		36.50	
174378	American Red Cross	101-45130-450-43131	738.00	Civic LG Certifications (840-182 Credit Memo=738)
	American Red Cross		738.00	
0	APG Media of Southern Minnesota LLC	101-41910-410-43510	121.50	Public Hearing for Planning and Zoning
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	418.50	Meeting Notices
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	418.50	March Agendas and Notices
0	APG Media of Southern Minnesota LLC	225-49810-430-45300	648.00	Airfield Lighting Bid Ad
0	APG Media of Southern Minnesota LLC	101-41910-410-43510	202.50	Legal Notices
	APG Media of Southern Minnesota LLC		1,809.00	
174379		241-46330-461-44375	220.00	408 NW 13th Street Utility Reimb. April 2022
			220.00	
0	Arrow Electric LLC	241-46330-461-42110	77.18	912 SW 1st St 2 Outlets Bedroom Repair
0	Arrow Electric LLC	101-42110-420-44010	601.78	Installed New Circuit for SW Gate
0	Arrow Electric LLC	241-46330-461-44010	497.50	912 SW 1st St Bedroom Outlet Repair
0	Arrow Electric LLC	101-42110-420-44010	148.60	Changed Flourescent to LED Lights in Office
0	Arrow Electric LLC	602-49480-000-44010	486.73	Electrical Breaker Treatment Plant
0	Arrow Electric LLC	601-49430-000-42210	100.54	Electrical Thermostat Box Well 7
0	Arrow Electric LLC	601-49430-000-43090	46.00	Electrical Thermostat Box Installation Well 7
0	Arrow Electric LLC	603-49500-000-44010	8.22	Light Repairs PWP
0	Arrow Electric LLC	601-49430-000-44010	57.87	Light Repairs PWP
0	Arrow Electric LLC	101-43121-430-44010	556.03	Light Repairs PWP
0	Arrow Electric LLC	602-49450-000-44010	57.87	Light Repairs PWP
0	Arrow Electric LLC	101-45200-450-44010	562.96	Electrical Wiring (Bellfield)
0	Arrow Electric LLC	225-49810-430-44045	92.00	Airport Gate Operator Repair

Check Numb	Last Name	Acct 1	Amount	Description
0	Arrow Electric LLC	101-45122-450-44010	1,376.84	Replace Bad Receptacle - Repair Lights-Sauna & Roof Project
0	Arrow Electric LLC	601-49430-000-44045	299.00	Sodium Silicate Pump Maintenance
	Arrow Electric LLC		4,969.12	
174380	Aspen Mills	101-42110-420-42180	1,181.14	Full Uniform / J Sherwin
174380	Aspen Mills	101-42210-420-42180	181.80	Fire Chief Uniform
174380	Aspen Mills	101-42123-420-42180	859.31	Body Armor / T Larson
174380	Aspen Mills	101-42700-420-42180	131.85	Uniform Shirts / D Delesha
174380	Aspen Mills	101-42110-420-42180	239.36	Uniform Shirt - Patches - Collar Brass / J Sherwin
174380	Aspen Mills	101-42123-420-42110	33.88	Earpiece
174380	Aspen Mills	101-42123-420-42180	119.90	Uniform Shirt - Patches / B Gliem
	Aspen Mills		2,747.24	
174381	Associated Graphic Arts Inc	101-42110-420-42110	148.00	Star Decals for Front Window
	Associated Graphic Arts Inc		148.00	
174382	Atlas Outfitters	101-42400-420-42410	897.00	Ice Rescue Suit
	Atlas Outfitters		897.00	
174383	Auto Value Parts Store	101-43121-430-42130	96.56	Oil Additive - Street #213
174383	Auto Value Parts Store	101-42110-420-42210	425.96	Suspension Ball Joint and Controls / #22
174383	Auto Value Parts Store	101-45200-450-42110	12.98	Epoxy
174383	Auto Value Parts Store	602-49450-000-42210	147.49	Parts For Generator Unit 17
	Auto Value Parts Store		682.99	
174384	Axon Enterprise Inc	101-42123-420-42410	62.60	Sm Pocket Mount - Z-Bracket Mount
	Axon Enterprise Inc		62.60	
174385	Baker & Taylor Entertainment	101-45500-450-42190	53.61	Books
174385	Baker & Taylor Entertainment	101-45500-450-42190	164.93	Books
174385	Baker & Taylor Entertainment	101-45500-450-42190	19.28	Books
174385	Baker & Taylor Entertainment	101-45500-450-42190	464.80	Books
174385	Baker & Taylor Entertainment	101-45500-450-42190	56.42	Books
174385	Baker & Taylor Entertainment	101-45500-450-42190	82.91	Books
174385	Baker & Taylor Entertainment	101-45500-450-42190	351.58	Books
174385	Baker & Taylor Entertainment	101-45500-450-42190	51.51	Books
174385	Baker & Taylor Entertainment	101-45500-450-42190	48.14	Books

Check Numb	Last Name	Acct 1	Amount	Description
174385	Baker & Taylor Entertainment	101-45500-450-42190	114.62	Books
	Baker & Taylor Entertainment		1,407.80	
174386	Bankers Equipment Services Inc	101-41940-410-44045	315.75	Repair Large Shredder
	Bankers Equipment Services Inc		315.75	
174387	Bauer Ryan	101-42210-420-42230	36.97	Toilet Seat
174387	Bauer Ryan	101-43121-430-44010	157.01	Repair/Maintenance on Drinking Fountain
174387	Bauer Ryan	101-45122-450-44010	370.00	Repair Shower Mixing Valve
174387	Bauer Ryan	101-41940-410-44010	60.00	Repair Drinking Fountain City Hall
174387	Bauer Ryan	101-45122-450-44010	227.89	Replace Sink Overflow Assembly Community Center
174387	Bauer Ryan	101-45122-450-44010	333.23	Repair Faucet Community Center
	Bauer Ryan		1,185.10	
174388	Beacon Athletics LLC	101-45200-450-42110	1,675.20	Ballfield Chalk
	Beacon Athletics LLC		1,675.20	
174389	Berg Clarence	898-00000-000-22000	16.00	#122 Security Deposit Refund
174389	Berg Clarence	898-46310-000-44700	4.55	#122 Security Deposit Interest
	Berg Clarence		20.55	
0	Bergan KDV	898-46310-000-43010	8,100.00	Audit of Financial Statements FYE 12/31/21
	Bergan KDV		8,100.00	
0	BGMN Inc	101-43121-430-42130	1,123.32	Synthetic Oil for Stock
0	BGMN Inc	601-49430-000-42130	421.25	Synthetic Oil for Stock
0	BGMN Inc	602-49450-000-42130	421.25	Synthetic Oil for Stock
0	BGMN Inc	101-42123-420-42130	280.83	Synthetic Oil for Stock
0	BGMN Inc	101-45200-450-42130	561.65	Synthetic Oil for Stock
	BGMN Inc		2,808.30	
0	BHE Renewables	602-49480-000-43810	8,066.22	Solar Energy - February
	BHE Renewables		8,066.22	
0	Bolton & Menk Inc	401-43121-430-45300	7,270.00	Northern Link TH 3 Trail

Check Numb	Last Name	Acct 1	Amount	Description
0	Bolton & Menk Inc	601-49430-000-45300	990.00	NW Water Tower 12/11/21-3/18/22
	Bolton & Menk Inc		8,260.00	
0	Border States Industries Inc	101-42500-420-42110	128.58	Fuse
0	Border States Industries Inc	101-42500-420-42110	27.53	Hardware for Outdoor Warning Siren
	Border States Industries Inc		156.11	
174390	Brainfuse Inc	101-45500-450-43096	375.00	VetNow Subscription
	Brainfuse Inc		375.00	
174391	Braun Intertec Corporation	241-46330-461-43090	4,425.00	Environmental Assessment 1.2 Draft
	Braun Intertec Corporation		4,425.00	
174392	Bug Busters Inc	898-46310-000-44010	547.05	51 Units Annual Pest Inspection #104 Spray for Ants
174392	Bug Busters Inc	211-46310-460-44010	11.14	16 SE 1st Street Annual Pest Inspection
174392	Bug Busters Inc	241-46330-461-44010	545.81	49 Units Annual Pest Inspection 1518 Spray for Ants
	Bug Busters Inc		1,104.00	
174393	Canon Financial Services Inc	101-42220-420-44160	68.46	Copier Contract Charge 03/01/2022 to 03/31/2022
174393	Canon Financial Services Inc	101-42124-420-44160	201.90	Copier Leases
174393	Canon Financial Services Inc	101-42400-420-44160	224.41	Lease Services
174393	Canon Financial Services Inc	101-43121-430-44160	110.14	Public Works Copier Rent 3/1/22-4/1/22
174393	Canon Financial Services Inc	601-49430-000-44160	11.46	Public Works Copier Rent 3/1/22-4/1/22
174393	Canon Financial Services Inc	602-49450-000-44160	11.46	Public Works Copier Rent 3/1/22-4/1/22
174393	Canon Financial Services Inc	603-49500-000-44160	1.63	Public Works Copier Rent 3/1/22-4/1/22
174393	Canon Financial Services Inc	101-41940-410-44160	224.41	Copier Lease
	Canon Financial Services Inc		853.87	
174394	Cargill Incorporated	101-43125-430-42160	8,664.12	Salt For Streets
	Cargill Incorporated		8,664.12	
174395	Cengage Learning Inc	101-45500-450-42190	39.00	Books
	Cengage Learning Inc		39.00	
174360	CenturyLink	602-49450-000-43210	53.50	507-334-0412 356 Matteson St Lift Station

Check Numb	Last Name	Acct 1	Amount	Description
174360	CenturyLink	602-49480-000-43210	173.88	507-334-8696 581
174360	CenturyLink	602-49450-000-43210	65.96	507-334-0586 787
174360	CenturyLink	902-00000-000-23935	-841.39	Monthly Service 03/13/22-04/12/22
174360	CenturyLink	101-45500-450-43210	48.57	507 334-0138 069 Elevator Phone
174360	CenturyLink	902-00000-000-23935	841.39	Monthly Service 03/13/22-04/12/22
174360	CenturyLink	225-49810-430-43210	65.96	507-334-2850 219
174360	CenturyLink	101-41940-410-43210	285.38	507-332-2400 019
174360	CenturyLink	601-49430-000-43210	65.96	507-334-0557 655
174360	CenturyLink	601-49430-000-43210	82.18	507-332-9045 313Sensus Back-up Dialer
	CenturyLink		841.39	
174396	Chadderdon Lumber	101-43121-430-42110	174.72	Stakes For Bio-Log At Shop
	Chadderdon Lumber		174.72	
174397	Chicago Distribution Center	101-45500-450-42010	27.00	Book Award Stickers
	Chicago Distribution Center		27.00	
0	Cintas Corporation	602-49450-000-44060	16.42	Uniform Cleaning Sewer
0	Cintas Corporation	101-43126-430-44060	3.50	Shop Towels
0	Cintas Corporation	101-43121-430-44060	27.68	Uniform Laundry Streets
0	Cintas Corporation	101-43126-430-44060	6.43	Uniform Laundry Mechanics
0	Cintas Corporation	603-49500-000-44060	5.45	Uniform Cleaning Stormwater
0	Cintas Corporation	602-49480-000-44060	18.61	Lab Towels Floor Mats
0	Cintas Corporation	101-45200-450-44060	30.95	Laundry
0	Cintas Corporation	601-49430-000-44060	22.82	Uniform Cleaning Water
0	Cintas Corporation	602-49480-000-44060	33.20	Uniform Laundry
0	Cintas Corporation	101-45122-450-44060	14.40	Laundry Services - Mops
0	Cintas Corporation	898-46310-000-44060	46.04	Mats
0	Cintas Corporation	898-46310-000-42110	2.00	Hand Sanitizer
0	Cintas Corporation	898-46310-000-44010	24.00	Sanitizer Service
0	Cintas Corporation	603-49500-000-44060	5.45	Uniform Cleaning Stormwater
0	Cintas Corporation	101-45200-450-44060	30.95	Laundry
0	Cintas Corporation	602-49480-000-44060	12.71	Lab Towels/Floor Mats
0	Cintas Corporation	101-43126-430-44060	6.43	Uniform Cleaning Mechanics
0	Cintas Corporation	602-49450-000-44060	12.72	Uniform Cleaning Sewer
0	Cintas Corporation	602-49480-000-44060	30.45	Uniform Laundry
0	Cintas Corporation	601-49430-000-44060	26.52	Uniform Cleaning Water
0	Cintas Corporation	101-43121-430-44060	27.68	Uniform Cleaning Streets
0	Cintas Corporation	101-43126-430-44060	3.50	Shop Towels
0	Cintas Corporation	101-43126-430-44060	3.50	Laundry - Shop Towels

Check Numb	Last Name	Acct 1	Amount	Description
0	Cintas Corporation	602-49450-000-44060	15.50	Uniform Cleaning Sewer
0	Cintas Corporation	101-45200-450-44060	30.95	Laundry
0	Cintas Corporation	603-49500-000-44060	6.36	Uniform Cleaning Stormwater
0	Cintas Corporation	601-49430-000-44060	22.83	Uniform Cleaning Water
0	Cintas Corporation	602-49480-000-44060	33.20	Uniform Laundry
0	Cintas Corporation	602-49480-000-44060	18.61	Lab Towels/Floor Mats
0	Cintas Corporation	101-43121-430-44060	26.67	Uniform Cleaning Streets
0	Cintas Corporation	101-43126-430-44060	12.43	Uniform Cleaning Mechanics
0	Cintas Corporation	101-41940-410-44060	13.38	Mops & Towels
0	Cintas Corporation	898-46310-000-44060	14.04	Mats
0	Cintas Corporation	898-46310-000-42110	6.00	Hand Sanitizer & Stand
Cintas Corporation			611.38	
174398	City of Faribault	241-46330-461-44375	2.00	523 Division Acct 0165055-000 March/April 2022 Utility Reimb.
174398	City of Faribault	241-46330-461-44375	246.00	621 Hulet Ave Acct 022536-001 April 2022 Utility Reimb.
174398	City of Faribault	241-46330-461-44375	28.00	1812 Shumway Acct #024912-001 March & April 2022 Utility Reimb.
174398	City of Faribault	241-46330-461-44375	187.00	910 SW 1st St Acct 022499-001 April 2022 Utility Reimb
174398	City of Faribault	241-46330-461-44375	214.00	1532 Western Acct 021919-001 April 2022 Utility Reimb.
174398	City of Faribault	873-49499-000-43090	594.00	Roberds Lake Billing Fee - February
174398	City of Faribault	873-49499-000-43850	2,376.98	Roberds Lake Billing Fee - February
City of Faribault			3,647.98	
174399	CL Bensen Company Inc	101-42110-420-42230	159.54	Pleated Filters
CL Bensen Company Inc			159.54	
174400	Clean Choice Energy	602-49450-000-43810	11.34	303203605319 Lind St Lift Station
174400	Clean Choice Energy	603-49500-000-43810	16.79	3040518161200 Belview Tr
174400	Clean Choice Energy	101-43160-430-43810	97.12	303661815495 Heritage Place
174400	Clean Choice Energy	101-45126-450-43810	123.39	303373970117 Shumway Ave
174400	Clean Choice Energy	101-43170-430-43810	463.30	3025252474050 Highway 60W Signal Lights
174400	Clean Choice Energy	101-45200-450-43810	413.32	303239611330 9th Ave SW Sr High Tennis Cts
174400	Clean Choice Energy	101-45200-450-43810	1,159.87	3023211021000 7th Ave SW
174400	Clean Choice Energy	101-43170-430-43810	9.91	303021725126 4 St NW Signal Lights
174400	Clean Choice Energy	601-49430-000-43810	255.87	3040518161200 Belview Tr
174400	Clean Choice Energy	101-43160-430-43810	14.59	3041165121000 Lyndale Ave S
174400	Clean Choice Energy	601-49430-000-43810	120.63	3039299721904 Fairgrounds Dr Well
174400	Clean Choice Energy	101-43170-430-43810	34.52	3021541976 1/2 4 St NW Signal Liights
174400	Clean Choice Energy	101-45200-450-43810	17.25	3043066891800 Alexander Dr Concession Stand
174400	Clean Choice Energy	602-49450-000-43810	1,206.35	3036919802219 Grant St NW Lift Station
174400	Clean Choice Energy	602-49480-000-43810	58.06	304239286214 14 St NE

Check Numb	Last Name	Acct 1	Amount	Description
174400	Clean Choice Energy	101-43170-430-43810	106.16	3041315032200 30 St NW Signal Lights
174400	Clean Choice Energy	101-45200-450-43810	117.87	302458578828 8th Ave NW (Park Shop)
174400	Clean Choice Energy	101-42210-420-43810	421.46	302527702122 2nd St NW (Fire Hall)
174400	Clean Choice Energy	101-43170-430-43810	884.73	302954624400 4 St NW Signal Lights
174400	Clean Choice Energy	101-43160-430-43810	15.07	3041165101904 Grant St
174400	Clean Choice Energy	101-43170-430-43810	23.55	303507016415 8th Ave NW Signal Lights
174400	Clean Choice Energy	101-43160-430-43810	173.81	3041576321602 2nd Ave NW
174400	Clean Choice Energy	902-00000-000-23935	-9,106.06	Solar Bill - February
174400	Clean Choice Energy	101-45200-450-43810	255.52	3025764661815 Alexander Dr
174400	Clean Choice Energy	101-43121-430-43810	255.87	3040518161200 Belview Tr
174400	Clean Choice Energy	101-45200-450-43810	11.21	302261595920 9th Ave SW
174400	Clean Choice Energy	101-43160-430-43810	11.79	302767481210 3 St NE St Light
174400	Clean Choice Energy	602-49450-000-43810	36.38	3040518161200 Belview Tr
174400	Clean Choice Energy	101-45200-450-43810	2,458.61	304017445900 Lyndale Ave N
174400	Clean Choice Energy	902-00000-000-23935	9,106.06	Solar Bill - February
174400	Clean Choice Energy	101-43160-430-43810	13.02	304116511800 Lyndale Ave SW
174400	Clean Choice Energy	101-45200-450-43810	134.67	303510224520 3rd St NW (Central Pk Bandstand)
174400	Clean Choice Energy	101-43170-430-43810	105.57	3042653021990A Lyndale Ave N Signal
174400	Clean Choice Energy	101-43160-430-43810	78.46	3041576453305 Highway 60
	Clean Choice Energy		9,106.06	
174401	Climb Theatre Inc	101-45140-450-43130	700.00	Safety Camp Presenter
	Climb Theatre Inc		700.00	
174402	CMC Rescue, Inc.	101-42220-420-43140	1,299.00	Rope Rescue Tech I/II - Chris Bauer
174402	CMC Rescue, Inc.	101-42220-420-43140	1,299.00	Rope Rescue Tech I/II - Jason Bauer
174402	CMC Rescue, Inc.	101-42220-420-43140	1,299.00	Rope Rescue Tech I/II - Alex Bolster
	CMC Rescue, Inc.		3,897.00	
0	CoLibri System	101-45500-450-42010	413.67	Book Covers
	CoLibri System		413.67	
174403	Community Co-op Oil Assn	101-43121-430-44040	207.00	Tire Repair - Street #119
174403	Community Co-op Oil Assn	101-43121-430-44040	41.40	Front Tire Mounting - Street #115
174403	Community Co-op Oil Assn	101-43121-430-42110	4.65	Gas For Blowers
174403	Community Co-op Oil Assn	101-45200-450-42220	71.90	Tires
174403	Community Co-op Oil Assn	101-43121-430-42110	23.80	Gas For Blowers
174403	Community Co-op Oil Assn	101-42110-420-44040	79.95	Alignment / #22
174403	Community Co-op Oil Assn	601-49430-000-42120	35.28	Non Oxy Fuel For Small Engines

Check Numb	Last Name	Acct 1	Amount	Description
174403	Community Co-op Oil Assn	101-45200-450-42220	121.00	Tires
174403	Community Co-op Oil Assn	101-43121-430-42220	1,149.80	Tire Recaps - Street 212
174403	Community Co-op Oil Assn	101-43126-430-42110	27.94	Propane Refill - Shop 113
174403	Community Co-op Oil Assn	101-45200-450-42120	-2.27	Credit for Federal Tax Charged on Fuel at C-Store
174403	Community Co-op Oil Assn	601-49430-000-42120	-1.45	Credit for Federal Tax Charged on Fuel at C-Store
174403	Community Co-op Oil Assn	101-45200-450-42120	47.02	Gasoline
174403	Community Co-op Oil Assn	101-43121-430-42110	-1.17	Credit for Federal Tax Charged on Fuel at C-Store
	Community Co-op Oil Assn		1,804.85	
174404	Compass Minerals America Inc	101-43125-430-42160	7,531.53	Salt For Streets
174404	Compass Minerals America Inc	101-43125-430-42160	14,535.84	Salt For Streets
	Compass Minerals America Inc		22,067.37	
174368	Consolidated Communications	902-00000-000-23935	883.96	Consolidated Communication Monthly Services
174368	Consolidated Communications	101-42110-420-43210	572.98	Police Phone Services and Long Distance Fees
174368	Consolidated Communications	902-00000-000-23935	-883.96	Consolidated Communications
174368	Consolidated Communications	602-49450-000-43210	62.44	Sanitary Liftstation Phone Service
174368	Consolidated Communications	601-49430-000-43250	72.96	Water Plant DSL w/ Static IP
174368	Consolidated Communications	101-41110-410-43250	13.47	Council Chambers TV Services
174368	Consolidated Communications	101-41940-410-43250	224.55	City Hall Metro Line
	Consolidated Communications		946.40	
174405	CoreLogic SafeRent	898-46310-000-43090	35.23	3 Credit Background Checks
	CoreLogic SafeRent		35.23	
174406	Creative Co-Op	101-42121-420-42110	24.00	Garbage Bags
174406	Creative Co-Op	101-45122-450-42110	185.00	Garbage Bags
	Creative Co-Op		209.00	
174407	Crennan Joseph D	101-45500-450-42410	3,875.00	Bicycle Bookmobile
	Crennan Joseph D		3,875.00	
174408	Crowl James	601-00000-000-20200	3.48	Refund Check 013377-000, 1228 Maple Ln
	Crowl James		3.48	
174409	Culligan	101-45122-450-42110	336.00	Solar Salt & Rust Remover Salt

Check Numb	Last Name	Acct 1	Amount	Description
174409	Culligan	602-49480-000-44160	49.25	Water Softener Rental
174409	Culligan	101-45122-450-44160	37.10	Water Equipment Rental - Community Center
174409	Culligan	101-45500-450-44160	38.20	Drinking Water Equip Rental
174409	Culligan	101-45200-450-42110	121.20	Solar Salt & Rust Remover Salt
174409	Culligan	101-45500-450-44010	85.75	Solar Salt
174409	Culligan	101-41940-410-44160	92.30	Water Equipment Rental - City Hall
174409	Culligan	101-42110-420-42230	254.05	Water - Solar Salt
	Culligan		1,013.85	
0	Dakota Supply Group	602-49480-000-42410	206.36	Curb Stop Key
0	Dakota Supply Group	601-49430-000-43250	23.13	Shipping Charge For A Return
0	Dakota Supply Group	601-49430-000-42110	25.02	Watermain Supplies-Cored Plug
0	Dakota Supply Group	602-49480-000-42110	220.30	Watermain Repair Clamp
0	Dakota Supply Group	603-49500-000-42110	1,538.59	PVC Pipe For Storm Sewer
0	Dakota Supply Group	601-49430-000-43250	-0.01	Vendor Charged Shipping In Error
0	Dakota Supply Group	601-49430-000-43250	0.01	Vendor Charged Shipping In Error
0	Dakota Supply Group	601-49430-000-43250	-23.13	Parts Shipping Credit
0	Dakota Supply Group	601-49430-000-42110	240.88	Watermain Repair Clamp
	Dakota Supply Group		2,231.15	
174410	Dufours Cleaners	101-42220-420-42180	5.00	Sew Patch
174410	Dufours Cleaners	101-42220-420-42180	9.25	Press Uniform and Sew Patch
174410	Dufours Cleaners	101-42123-420-43090	13.25	Cleaned Uniform / 22-802
	Dufours Cleaners		27.50	
174411	E O Johnson Company Inc-Dallas	101-45500-450-44160	303.80	Lanier IM C2500 Copier
174411	E O Johnson Company Inc-Dallas	101-45110-450-44160	293.07	Lease Payment for Lanier Copier
	E O Johnson Company Inc-Dallas		596.87	
0	Electric Pump Inc	602-49450-000-43090	2,800.00	Liftstation Service Agreement
	Electric Pump Inc		2,800.00	
174412	Environmental Equipment & Service	101-43121-430-42210	241.00	Suction Tube Liner With Sealer - Street #317
	Environmental Equipment & Service		241.00	
174413	Fame Awards	101-41580-410-42010	28.00	Nameplates for IT

Check Numb	Last Name	Acct 1	Amount	Description
	Fame Awards		28.00	
174414	Fareway Stores Inc #126	101-41940-410-42115	16.98	Coffee
174414	Fareway Stores Inc #126	101-42110-420-42115	35.23	Refreshments for Open House / J Sherwin
174414	Fareway Stores Inc #126	101-41940-410-42110	8.49	Paper Towels
174414	Fareway Stores Inc #126	101-41940-410-42110	14.27	Trash Bags/Plastic Forks/Salt & Pepper
174414	Fareway Stores Inc #126	101-45110-450-42115	4.28	Coffee Creamer
174414	Fareway Stores Inc #126	101-41940-410-42115	12.98	Bottled Water
	Fareway Stores Inc #126		92.23	
174415	Faribault Ace Hardware	101-42220-420-42210	15.29	Brass Hose with Shutoff
174415	Faribault Ace Hardware	601-49430-000-42110	5.84	Pipe Plug
174415	Faribault Ace Hardware	602-49480-000-42110	69.24	Cleaning Supplies-Degreaser/Delimer
174415	Faribault Ace Hardware	101-45122-450-42230	17.97	Shower Curtains & Shower Rod
174415	Faribault Ace Hardware	101-45122-450-42110	30.38	Broom /Dustpan/Hook/Tape
174415	Faribault Ace Hardware	101-42123-420-42410	207.62	Air Compressor & Accessories (for Firearms Cleaning)
174415	Faribault Ace Hardware	101-42210-420-42230	14.39	Carpet Stain Remover
174415	Faribault Ace Hardware	602-49480-000-42110	81.35	Cleaning Supplies
174415	Faribault Ace Hardware	602-49480-000-42110	10.78	Faucet Parts
174415	Faribault Ace Hardware	241-46330-461-42110	2.06	1812 Shumway Mailbox Key
174415	Faribault Ace Hardware	101-45122-450-42110	58.03	Garbage Bags/Shower Curtain/Curtain Rings/Scrubber Pads
	Faribault Ace Hardware		512.95	
174416	Faribault Area Chamber of Commerce	101-41110-410-44384	7,887.01	Lodging Taxes-February
	Faribault Area Chamber of Commerce		7,887.01	
174417	Faribault Daily News	101-45110-450-44330	200.15	Annual Subscription
	Faribault Daily News		200.15	
0	Faribault Fleet Supply Inc	101-45200-450-42410	7.99	Allen Wrench
0	Faribault Fleet Supply Inc	101-45200-450-42110	1.78	Hardware
0	Faribault Fleet Supply Inc	101-45200-450-42110	14.99	Screen
0	Faribault Fleet Supply Inc	101-45200-450-42110	48.94	Flag Bolt Snaps
0	Faribault Fleet Supply Inc	101-43121-430-42210	5.99	Plug for Hitch #413
0	Faribault Fleet Supply Inc	601-49430-000-42110	30.07	WTP Supplies
0	Faribault Fleet Supply Inc	101-45200-450-42110	7.49	Plumbing Nipple
0	Faribault Fleet Supply Inc	602-49450-000-42110	14.95	Snap Links
0	Faribault Fleet Supply Inc	101-45200-450-42110	26.47	Hooks & Shackle

Check Num	Last Name	Acct 1	Amount	Description
0	Faribault Fleet Supply Inc	101-42220-420-42210	15.99	Ratchet Strap/Nuts/Bolts/ Washers
	Faribault Fleet Supply Inc		174.66	
174418	Faribault Ice Arena Association	101-45130-450-43090	2,760.00	February & March Open Skate Hours
	Faribault Ice Arena Association		2,760.00	
174419	Faribault Rental Equipment Inc	101-43121-430-42110	21.99	Chain For Chainsaw
174419	Faribault Rental Equipment Inc	101-43121-430-42110	7.54	Air Filter For Chainsaw
	Faribault Rental Equipment Inc		29.53	
0	Faribo Air Conditioning & Heating Inc	241-46330-461-44010	202.50	521 Lincoln Ave Thermostat Repair
0	Faribo Air Conditioning & Heating Inc	241-46330-461-42110	25.25	521 Lincoln Ave Furnace Thermostat Batteries/Misc Supplies
	Faribo Air Conditioning & Heating Inc		227.75	
0	Faribo Plumbing & Heating Inc	601-49430-000-44050	11,250.00	Water Service Replacement 523 7th St NW Petition And Waver Agree
0	Faribo Plumbing & Heating Inc	898-46310-000-42110	220.75	Apt. 110 Thermostat & Zone Valve
0	Faribo Plumbing & Heating Inc	898-46310-000-44010	220.00	Apt. 110 Replace Thermostat Apt. 119 Clear Bathtub Drain
	Faribo Plumbing & Heating Inc		11,690.75	
0	Fastenal Company	101-43121-430-42210	13.10	Bolts For Fender - Street #115
	Fastenal Company		13.10	
174420	Ferguson Enterprises Inc. #1657	898-46310-000-42110	137.23	2 Pressure Gauges (Boiler)
	Ferguson Enterprises Inc. #1657		137.23	
0	Fette Electronics Inc	898-46310-000-42110	10.73	#210 Antenna Connect
0	Fette Electronics Inc	898-46310-000-44010	69.80	#210 Antenna Connect
0	Fette Electronics Inc	101-45126-450-44010	419.98	Install TV and Mount
0	Fette Electronics Inc	101-41940-410-43090	240.00	Monitor Fire and Sprinkler System
0	Fette Electronics Inc	101-41580-410-42420	1,899.00	New Badge Printer for IT
	Fette Electronics Inc		2,639.51	
174421	Finley Greg	601-00000-000-20200	23.63	Refund Check 023113-001, 2901 Lavender Pkwy Ste 102

Check Numb	Last Name	Acct 1	Amount	Description
	Finley Greg		23.63	
0	Flom Disposal	241-46330-461-43840	21.16	1518 Western Ave Garbage Can Disposal Thru 4/30/22
0	Flom Disposal	898-46310-000-43840	292.27	Trash Removal Thru 4/30/22
0	Flom Disposal	241-46330-461-43840	178.66	910 SW 1st Street Garbage Disposal Thru 4/30/2022
	Flom Disposal		492.09	
0	Force America Distributing LLC	101-43121-430-42210	27.01	Rocker Switch #118
	Force America Distributing LLC		27.01	
174422	Foth & Van Dyke LLC	225-49810-430-43030	26,950.00	Airfield Lighting Improvements Thru February
	Foth & Van Dyke LLC		26,950.00	
174423	Getchell Michael & Alayna	601-00000-000-20200	80.00	Refund Check 021549-000, 1208 1 Ave NE
	Getchell Michael & Alayna		80.00	
174363	GIS Benefits	101-00000-000-11510	153.44	Dental Insurance D Knutson March & April
174363	GIS Benefits	101-00000-000-21711	479.00	Voluntary Short Term Disability - April
174363	GIS Benefits	101-00000-000-21717	428.02	Vision Insurance Prepaid - April
174363	GIS Benefits	101-00000-000-21715	4,002.51	Dental Insurance Prepaid - April
174363	GIS Benefits	101-00000-000-21710	1,995.95	Voluntary Life Insurance - April
174363	GIS Benefits	101-00000-000-21716	1,072.63	Accident/Critical Illness - April
	GIS Benefits		8,131.55	
174424	Glenn's Service LLC	101-43125-430-43090	80.00	Tow #115 To Shop
174424	Glenn's Service LLC	101-42121-420-44040	100.00	Mount and Balance Tires / #1
174424	Glenn's Service LLC	101-42123-420-44040	100.00	Mount and Balance Tires / #9
174424	Glenn's Service LLC	101-43121-430-43090	250.00	Tow #101 To Shop
	Glenn's Service LLC		530.00	
0	Godfather's Pizza	101-45500-450-43130	48.03	Pizza & Pages Program
	Godfather's Pizza		48.03	
0	Gopher State One Call	602-49480-000-43090	31.95	March One Call Tickets
0	Gopher State One Call	602-49450-000-43090	31.95	March One Call Tickets

Check Numb	Last Name	Acct 1	Amount	Description
0	Gopher State One Call	601-49430-000-43090	31.95	March One Call Tickets
	Gopher State One Call		95.85	
174425	Grainger Inc	101-45122-450-42110	576.30	Gym Wipes
174425	Grainger Inc	602-49480-000-42170	185.06	Electrical Safety Tools
174425	Grainger Inc	101-42210-420-42410	77.24	Space Heater
174425	Grainger Inc	602-49480-000-42110	21.53	Red Dye
174425	Grainger Inc	602-49480-000-42210	494.92	UV Couplings
174425	Grainger Inc	101-42110-420-42110	134.92	Batteries: AA /AAA/123/3VDC
174425	Grainger Inc	602-49480-000-42210	1,361.03	UV Fittings
174425	Grainger Inc	602-49480-000-42210	742.38	UV Parts
174425	Grainger Inc	602-49480-000-42210	866.11	UV Parts
	Grainger Inc		4,459.49	
0	Great Northern Environmental LLC	602-49480-000-42130	188.00	UV Oil
	Great Northern Environmental LLC		188.00	
0	Green Kristina	101-45200-450-42110	396.00	Pollinator Habitat Signs
	Green Kristina		396.00	
174426	Hach Company	601-49430-000-42110	173.06	WTP Testing Supplies
	Hach Company		173.06	
174427	Hanson Denise	601-00000-000-20200	92.01	Refund Check 023752-000, 611 Rose Dr
	Hanson Denise		92.01	
174428	Harlequin Sales Corp/Reader Service	101-45500-450-42190	22.96	Books
174428	Harlequin Sales Corp/Reader Service	101-45500-450-42190	31.80	Books
	Harlequin Sales Corp/Reader Service		54.76	
174429	Harry Brown's LLC	101-42123-420-44040	317.80	Car Washes - March
174429	Harry Brown's LLC	602-49480-000-42210	43.15	Pickup Door Hinges
	Harry Brown's LLC		360.95	
174430	Hawkins Inc	601-49430-000-42160	0.01	Chlorine Cylinder Return

Check Numb	Last Name	Acct 1	Amount	Description
174430	Hawkins Inc	601-49430-000-42160	1,280.00	Chlorine For Water Treatment
174430	Hawkins Inc	601-49430-000-42160	-0.01	Chlorine Cylinder Return
174430	Hawkins Inc	601-49430-000-42160	3,121.34	Sodium Silicate For Water Treatment
174430	Hawkins Inc	602-49480-000-42160	7,554.38	Ferric Phos Removal Solution
174430	Hawkins Inc	101-45122-450-42160	887.92	Pool Chemicals
174430	Hawkins Inc	601-49430-000-42160	3,709.04	Sodium Silicate For Water Treatment
174430	Hawkins Inc	602-49480-000-42160	7,538.64	Ferric Phos Removal
174430	Hawkins Inc	601-49430-000-42160	-0.01	Chlorine Cylinder Return
174430	Hawkins Inc	601-49430-000-42160	1,280.00	Chlorine For Water Treatment
174430	Hawkins Inc	601-49430-000-42160	0.01	Chlorine Cylinder Return
174430	Hawkins Inc	601-49430-000-42160	875.40	Ammonia For Water Treatment
174430	Hawkins Inc	601-49430-000-42160	2,618.53	Sodium Silicate For Water Treatment
174430	Hawkins Inc	602-49480-000-42160	7,551.23	Ferric Phos Removal
	Hawkins Inc		36,416.48	
174431	HD Supply Facilities Maintenance	241-46330-461-42110	81.00	Shower Rods (5)
174431	HD Supply Facilities Maintenance	241-46330-461-42110	39.06	6 Wax Ring Seals
174431	HD Supply Facilities Maintenance	898-46310-000-42110	8.17	Plumbing FIP Connector
174431	HD Supply Facilities Maintenance	898-46310-000-42110	1,728.45	Zone Valves/Handheld Shower/Kitchen Faucets/Towel Bars/Grab Bars
174431	HD Supply Facilities Maintenance	898-46310-000-42110	15.55	2" Brush
174431	HD Supply Facilities Maintenance	898-46310-000-42110	248.08	24 Closet Rod Covers/2 Furnace Air Vents
	HD Supply Facilities Maintenance		2,120.31	
174432	Healy Construction Company Inc	404-45200-450-45300	74,077.50	Fleckenstein Bluff Park Overlook Construction - Partial Payment
174432	Healy Construction Company Inc	404-45200-450-45300	97,261.00	Restroom/Shelter Facility Construction
	Healy Construction Company Inc		171,338.50	
0	Heiman Fire Equipment	101-42220-420-42410	226.70	Adapter Storz x Storz 5"x4"
0	Heiman Fire Equipment	101-42220-420-42410	-21.75	Wrench - Credit Defective
0	Heiman Fire Equipment	101-42220-420-42170	1,149.50	2 Pairs Coveralls
	Heiman Fire Equipment		1,354.45	
174433	Hiawathaland Transit/Three Rivers Community Action	101-00000-000-20400	89.25	Bus Token Sales - March
	Hiawathaland Transit/Three Rivers Community Action		89.25	
0	Holm Jacob	101-42123-420-43310	15.00	Lunch Per Diem / TASER Instructor Certification

Check Numb	Last Name	Acct 1	Amount	Description
	Holm Jacob		15.00	
174434	Housefacts	241-46330-461-44010	539.00	1812 Shumway Ave Garage Door Panel Repair
	Housefacts		539.00	
174435	Howmedica Osteonics Corp	101-42220-420-42210	996.96	LUCAS Battery - Power Supply
	Howmedica Osteonics Corp		996.96	
174436		241-46330-461-44375	206.00	523 Lincoln Ave Utility Reimb April 2022
			206.00	
174437	Hy-Vee - Accounts Receivable	101-42220-420-42070	3.52	Eggs for Training
	Hy-Vee - Accounts Receivable		3.52	
0	I & S Group Inc	101-45110-450-43090	766.00	Platting Fees Senior Center Expansion
0	I & S Group Inc	404-45200-450-45300	500.00	Construction Administration
	I & S Group Inc		1,266.00	
174364	ICMA Retirement Trust 457	101-00000-000-21706	50.00	PR Batch 00506.03.2022 ICMA Deferred Comp
	ICMA Retirement Trust 457		50.00	
174438	IFACS	601-49430-000-42110	3.12	Pipe Plug WTP
174438	IFACS	601-49430-000-42110	2.81	Pipe Cap WTP
	IFACS		5.93	
174439	In Control Inc	601-49430-000-43090	223.50	Engineering Services Win911
	In Control Inc		223.50	
0	Innovative Office Solutions LLC	101-42210-420-42010	43.95	Printer Paper - 1 Case
0	Innovative Office Solutions LLC	101-45500-450-43131	14.70	Pencil Box for Cricut Adventure Kit
0	Innovative Office Solutions LLC	101-45500-450-42010	40.34	Laminate Pouches
0	Innovative Office Solutions LLC	101-45110-450-42010	51.98	Paper
0	Innovative Office Solutions LLC	101-45500-450-42010	19.99	Red Rope Pocket File
0	Innovative Office Solutions LLC	240-46210-460-42010	-30.50	Return of Wrong Folders

Check Numb	Last Name	Acct 1	Amount	Description
0	Innovative Office Solutions LLC	101-41320-410-42010	44.91	Floor Mat for Administators Office
0	Innovative Office Solutions LLC	101-45500-450-42010	29.85	Command Hooks
0	Innovative Office Solutions LLC	101-45500-450-42010	4.53	Poly Fastener Folders
0	Innovative Office Solutions LLC	101-42124-420-42010	18.54	Pens
0	Innovative Office Solutions LLC	101-42110-420-42110	6.84	Cutlery Combo
0	Innovative Office Solutions LLC	101-45500-450-42010	125.94	Book Tape/Batteries/Correction Tape/Copier Paper
	Innovative Office Solutions LLC		371.07	
0	Insty-Prints	101-41320-410-42030	344.08	Envelopes
0	Insty-Prints	101-42700-420-42030	30.48	Duck Duck Cards Promoting Police Jeep
0	Insty-Prints	101-42110-420-42030	84.00	Business Cards / J Sherwin
0	Insty-Prints	101-42210-420-42030	202.78	Fire Department Logo Envelopes
	Insty-Prints		661.34	
0	Internal Revenue Service	101-00000-000-21703	15,945.70	PR Batch 00506.03.2022 FICA Employer
0	Internal Revenue Service	101-00000-000-21701	37,044.33	PR Batch 00506.03.2022 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21704	5,722.35	PR Batch 00506.03.2022 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	15,945.70	PR Batch 00506.03.2022 FICA Employee
0	Internal Revenue Service	101-00000-000-21704	5,722.35	PR Batch 00506.03.2022 Medicare Employer
	Internal Revenue Service		80,380.43	
174440	Jeno Cory J	601-49430-000-44050	8,812.00	WTP Garage Improvements
	Jeno Cory J		8,812.00	
0	JJD Companies LLC	602-49480-000-44160	3,120.00	Loader Rental
0	JJD Companies LLC	101-43121-430-44160	3,107.00	Loader Rental For Snow
	JJD Companies LLC		6,227.00	
174441	Kahnke Kendra	101-00000-000-20810	5.16	Partial Refund - Sales Tax
174441	Kahnke Kendra	101-00000-450-34793	75.00	Partial Refund - Membership Fees
174441	Kahnke Kendra	101-00000-000-20816	0.37	Partial Refund - Rice County Tax
	Kahnke Kendra		80.53	
0	Kennedy & Graven, Chartered	290-46500-462-43040	1,330.80	Legal Bills for EDA
0	Kennedy & Graven, Chartered	241-46330-461-43040	7,116.60	Public Housing Declaration of Trust Legal Fees
0	Kennedy & Graven, Chartered	280-46310-461-43040	1,065.20	HRA General Matters
0	Kennedy & Graven, Chartered	601-49430-000-43040	630.00	FA105-00430 Well House #5 Claim

Check Numb	Last Name	Acct 1	Amount	Description
0	Kennedy & Graven, Chartered	101-41610-410-43040	1,491.20	FA105-00451 2022 City Council Meeting
0	Kennedy & Graven, Chartered	101-41610-410-43040	246.00	FA105-00450 County Public Safety Center Project
0	Kennedy & Graven, Chartered	101-41610-410-43040	1,082.40	FA105-00458 Mac Hamilton Apartment Development Project
0	Kennedy & Graven, Chartered	101-41610-410-43040	467.40	FA105-00445 Farmer Seed & Nursery Redevelopment Project
0	Kennedy & Graven, Chartered	101-41610-410-43040	84.00	FA105-00356 Notice of Legal Claim: ACLU V CoF
0	Kennedy & Graven, Chartered	437-41940-410-45208	33.40	FA105-00435 Acquisition of Vern Blow Property
0	Kennedy & Graven, Chartered	101-41610-410-43040	357.00	FA105-00009 Telecommunication Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	178.00	FA105-00028 General Planning Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	569.60	FA105-00452 2022 Planning Commission Meetings
0	Kennedy & Graven, Chartered	101-41610-410-43040	959.40	FA105-00459 Senior/Memory Care Housing Project - Redline
0	Kennedy & Graven, Chartered	101-41610-410-43040	694.20	FA105-00005 General Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	24.80	FA105-00433 MET CON Business Park Fourth Addition
0	Kennedy & Graven, Chartered	101-00000-000-22000	861.00	FA105-00454 Kwik Trip 793
0	Kennedy & Graven, Chartered	101-41610-410-43040	53.40	FA105-00012 General Licensing Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	712.00	FA105-00011 Public Works Department
0	Kennedy & Graven, Chartered	269-46500-462-43070	442.80	FA105-00200 TIF No. 11
0	Kennedy & Graven, Chartered	101-00000-000-22000	492.00	FA105-00453 C&S Vending Matter
0	Kennedy & Graven, Chartered	101-41610-410-43040	63.00	FA105-00460 Borchert Annexation Matter
0	Kennedy & Graven, Chartered	101-41610-410-43040	1,008.60	FA105-00457 Aleph Development Project at Willow & 17th
0	Kennedy & Graven, Chartered	437-41940-410-45204	24.60	FA105-00387 Acquisition of Lockerby Property
0	Kennedy & Graven, Chartered	101-42400-420-43130	861.00	FA105-00448 1811 7th Street NW Hazardous Buildings
Kennedy & Graven, Chartered			20,848.40	
174442	Keystone Interpreting Solutions Inc	240-46210-460-43090	187.32	Environmental Commission Interpreting
Keystone Interpreting Solutions Inc			187.32	
174443	Klaras Jessica	601-00000-000-20200	51.45	Refund Check 015241-000, 1213 19 St SW
Klaras Jessica			51.45	
0	Kline Distributing LLC	603-49500-000-42230	1.01	Sanitizing Wipes
0	Kline Distributing LLC	101-43121-430-42230	68.69	Sanitizing Wipes
0	Kline Distributing LLC	602-49450-000-42230	7.15	Sanitizing Wipes
0	Kline Distributing LLC	601-49430-000-42230	7.15	Sanitizing Wipes
Kline Distributing LLC			84.00	
174444	Knutson Evan	601-00000-000-20200	25.87	Refund Check 024559-000, 823 7 Ave SW
Knutson Evan			25.87	

Check Numb	Last Name	Acct 1	Amount	Description
174445	Lakefield Veterinary Group, Inc.	101-42123-420-43135	779.36	Exam for Stomach Issues / Thor
	Lakefield Veterinary Group, Inc.		779.36	
174446	Lambert Raymond	602-00000-000-20200	0.25	Refund Check 021167-000, 2801 Hanson Ave
174446	Lambert Raymond	601-00000-000-20200	27.36	Refund Check 021167-000, 2801 Hanson Ave
	Lambert Raymond		27.61	
174447	Lamperts	898-46310-000-42110	52.56	Treated Plywood
	Lamperts		52.56	
0	Lang Jeffrey	101-43190-430-42120	20.00	Fuel Truck #8 Reimbursement
	Lang Jeffrey		20.00	
174448	Larkin Jimmie	898-46310-000-44010	70.54	Monthly Fire/Elevator/Occupant Alarm Monitoring
174448	Larkin Jimmie	898-46310-000-44010	1,557.50	Annual Fire Alarm System Test
	Larkin Jimmie		1,628.04	
174450	League of Minnesota Cities Ins Trust	101-42123-420-44450	2,200.00	Work Comp Deductible Claim #00094151 MT
174450	League of Minnesota Cities Ins Trust	101-42123-420-44450	502.73	Work Comp Deductible Claim #00450662 LP
174449	League of Minnesota Cities Ins Trust	280-46310-461-43610	2,591.00	Property/Liability Premium 2022
174449	League of Minnesota Cities Ins Trust	241-46330-461-43610	22,495.18	Property/Liability Premium 2022
174449	League of Minnesota Cities Ins Trust	898-46310-000-43610	9,887.82	Property/Liability Premium 2022
174449	League of Minnesota Cities Ins Trust	290-46500-462-43610	1,913.00	Property Casualty Coverage Premium
	League of Minnesota Cities Ins Trust		39,589.73	
174451	Lehmann-Doane Lori Ann	101-45130-450-43131	150.00	ASL Class Instruction
	Lehmann-Doane Lori Ann		150.00	
0	Locators and Supplies Inc	101-43190-430-42170	85.37	Safety Vests
	Locators and Supplies Inc		85.37	
174452	Loffler Companies Inc	101-42210-420-44160	22.68	Copier Charges 03/01/2022 to 03/31/2022
174452	Loffler Companies Inc	101-42124-420-44160	208.04	Monthly Copier Lease
174452	Loffler Companies Inc	603-49500-000-44160	0.52	Copies March 2022 PWP
174452	Loffler Companies Inc	602-49450-000-44160	3.66	Copies March 2022 PWP

Check Numb	Last Name	Acct 1	Amount	Description
174452	Loffler Companies Inc	101-41940-410-44160	128.89	Copy Machine
174452	Loffler Companies Inc	101-42124-420-44160	80.26	B/W and Color Copies
174452	Loffler Companies Inc	101-43121-430-44160	35.19	Copies March 2022 PWP
174452	Loffler Companies Inc	601-49430-000-44160	3.66	Copies March 2022 PWP
	Loffler Companies Inc		482.90	
174453	Lube-Tech ESI	101-43126-430-42110	55.00	Used Coolant Pickup
	Lube-Tech ESI		55.00	
0	MacQueen Equipment LLC	101-43121-430-42210	1,956.34	Carbides/Covers/Dirt Shoes #115
0	MacQueen Equipment LLC	101-43121-430-42210	3,125.37	Bearings/Seals/Dirt Shoes For #115
0	MacQueen Equipment LLC	101-43121-430-42210	1,375.68	Carbide Dirt Shoe Runners/Tow Bar Caps #115
0	MacQueen Equipment LLC	101-43121-430-42210	635.66	Brake Pad Kit - Street #115
0	MacQueen Equipment LLC	101-42220-420-42210	144.20	MSA Replacement Pressure Relief Valve
0	MacQueen Equipment LLC	101-43121-430-42210	-3,922.25	Credit - Street #115
0	MacQueen Equipment LLC	101-42210-420-42210	86.86	Replacement Gauge
0	MacQueen Equipment LLC	101-43121-430-42210	37.59	Gutter Broom Rocker Switch - Street #115
	MacQueen Equipment LLC		3,439.45	
174366	Madison National Life Insurance Co Inc	101-00000-000-21711	1,585.37	PR Batch 00506.03.2022 Long Term Disability
174365	Madison National Life Insurance Co Inc	101-00000-000-21710	2,384.68	Life Insurance - April
174365	Madison National Life Insurance Co Inc	101-42220-420-41330	62.58	Part-Time Firefighters Life Insurance
174366	Madison National Life Insurance Co Inc	101-00000-000-21711	-26.88	P Froman LTD
174366	Madison National Life Insurance Co Inc	101-00000-000-21711	-26.16	T Schwarz LTD
174366	Madison National Life Insurance Co Inc	101-00000-000-21711	-20.82	D Knutson LTD
174366	Madison National Life Insurance Co Inc	101-00000-000-21711	-13.13	S Whitney LTD
174366	Madison National Life Insurance Co Inc	101-00000-000-21711	-19.30	C Berndtson LTD
174366	Madison National Life Insurance Co Inc	101-00000-000-21711	14.02	Matt Shuda LTD
174366	Madison National Life Insurance Co Inc	101-00000-000-21711	-26.03	A Bohlen LTD
174366	Madison National Life Insurance Co Inc	101-00000-000-21711	-33.60	R Bartsch LTD
174366	Madison National Life Insurance Co Inc	101-00000-000-21711	-28.02	J Remme LTD
	Madison National Life Insurance Co Inc		3,852.71	
174454	Mankato Bearing Company	101-45200-450-42210	69.44	Lawn Mower Bearings
	Mankato Bearing Company		69.44	
0	Marco Technologies LLC	101-41510-410-44045	157.80	Monthly Printer Contract CN184829-01
0	Marco Technologies LLC	101-43110-430-44045	12.71	Public Works Department Print Fee

Check Numb	Last Name	Acct 1	Amount	Description
0	Marco Technologies LLC	101-42123-420-44045	63.71	Police Patrol Print Fee
0	Marco Technologies LLC	101-45200-450-44045	12.71	Parks Print Fee
0	Marco Technologies LLC	101-45110-450-44045	12.71	Community Center Back Desk Print Fee
0	Marco Technologies LLC	101-41800-410-44045	49.72	HR Print Fee
0	Marco Technologies LLC	101-41510-410-44045	70.32	Finance Print Fee
0	Marco Technologies LLC	101-41320-410-44045	25.42	Administration Print Fee
0	Marco Technologies LLC	101-42110-420-44045	12.71	Police Administration Print Fee
0	Marco Technologies LLC	101-45500-450-44045	19.42	Library Print Fee
0	Marco Technologies LLC	240-46210-460-44045	25.42	Community & Economic Development Print Fee
0	Marco Technologies LLC	101-45126-450-44045	12.71	Washinton Rec Print Fee
0	Marco Technologies LLC	902-00000-000-23935	-381.00	Marco Main 1
0	Marco Technologies LLC	902-00000-000-23935	381.00	Marco Printer Subscription
0	Marco Technologies LLC	101-43126-430-44045	12.71	Public Works Maintenance Shop Print Fee
0	Marco Technologies LLC	101-42124-420-44045	50.73	Police Records and Evd. Print Fee
	Marco Technologies LLC		538.80	
174455	Maxfield Research & Consulting LLC	280-46310-461-43090	8,060.00	Rental Housing Market Analysis -- HRA
	Maxfield Research & Consulting LLC		8,060.00	
174456	Menards	101-45200-450-42110	211.87	Plumbing Parts (Bellfield)
	Menards		211.87	
0	Met Con Companies	101-43125-430-43090	468.00	Snow Hauling
	Met Con Companies		468.00	
174369	Metronet Holdings LLC	225-49810-430-43250	177.25	Airport internet
	Metronet Holdings LLC		177.25	
174457	Midwest Tape LLC	101-45500-450-42192	56.22	Audio/Visual
174457	Midwest Tape LLC	101-45500-450-42192	14.99	Audio/Visual
174457	Midwest Tape LLC	101-45500-450-42192	22.49	Audio/Visual
174457	Midwest Tape LLC	101-45500-450-42192	44.97	Audio/Visual
174457	Midwest Tape LLC	101-45500-450-42192	38.17	Audio/Visual
174457	Midwest Tape LLC	101-45500-450-42192	27.74	Audio/Visual
	Midwest Tape LLC		204.58	
174458	Minneapolis/St Paul Business Journal	240-46210-460-44330	80.00	Subscription for MSP Business Journal

Check Numb	Last Name	Acct 1	Amount	Description
	Minneapolis/St Paul Business Journal		80.00	
174459	Minnehan LLC Bill	601-00000-000-20200	67.92	Refund Check 018810-000, 416 8 St NW
	Minnehan LLC Bill		67.92	
0	Minnesota Child Support Payment Center	101-00000-000-21716	426.30	PR Batch 00506.03.2022 Child Support
	Minnesota Child Support Payment Center		426.30	
174460	Minnesota Department of Health	601-49430-000-44330	23.00	Class D Water Certification - C Knoepke
174460	Minnesota Department of Health	601-49430-000-44330	23.00	Class C Water Certification - S McDermott
	Minnesota Department of Health		46.00	
174461	Minnesota Department of Labor & Industry	101-00000-420-36260	-52.80	March 2022 Surcharge Retained
174461	Minnesota Department of Labor & Industry	101-00000-000-20820	2,640.05	March 2022 Surcharge
	Minnesota Department of Labor & Industry		2,587.25	
0	Minnesota Department of Revenue	101-00000-000-21702	16,160.45	PR Batch 00506.03.2022 State Income Tax
	Minnesota Department of Revenue		16,160.45	
174463	Minnesota Department of Transportation	225-49810-430-44600	5,125.00	Hangar Loan Agreement April 2022
174462	Minnesota Department of Transportation	101-43190-430-44045	59.67	Testing Equipment Calibration
	Minnesota Department of Transportation		5,184.67	
0	Minnesota Elevator Inc	898-46310-000-44010	199.83	April 2022 Monthly Service
0	Minnesota Elevator Inc	101-41940-410-44010	195.40	Monthly Elevator Maintenance - City Hall
	Minnesota Elevator Inc		395.23	
0	Minnesota Petroleum Services Inc	225-49810-430-44045	1,353.28	Replace Hose on Fuel System
	Minnesota Petroleum Services Inc		1,353.28	
174464	Minnesota Pollution Control Agency	225-49810-430-45200	675.00	2018 Storm PBP Reimbursements Soil Correction AD Site
	Minnesota Pollution Control Agency		675.00	

Check Numb	Last Name	Acct 1	Amount	Description
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	198.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	198.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	410.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	198.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	198.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	410.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	674.40	Biosolids Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	198.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	423.20	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	198.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	671.60	Biosolids Lab Testing
	Minnesota Valley Testing Labs Inc		3,777.20	
174465	MLEEA	101-42123-420-43130	440.00	Explorer Conference Fees
	MLEEA		440.00	
174466	MN BCA Criminal Justice Training & Education Unit	101-42123-420-43140	75.00	DMT-G Recertification / D Skluzacek
	MN BCA Criminal Justice Training & Education Unit		75.00	
174467		241-46330-461-44375	242.00	830 SW 9th Ave Utility Reimb April 2022
			242.00	
0	Money Movers Inc	101-45110-450-43090	11.50	Monthly Insurance Reimbursement Fee
	Money Movers Inc		11.50	
174468	Motion Industries Inc	602-49480-000-42210	1,068.04	Air Scrubber Bearings
	Motion Industries Inc		1,068.04	
0	Motor Parts & Equipment Corp	601-49430-000-42110	7.88	Tape
0	Motor Parts & Equipment Corp	602-49450-000-42210	10.52	Oil Dry
0	Motor Parts & Equipment Corp	101-42400-420-42210	34.18	Mitsubishi - Wipers
0	Motor Parts & Equipment Corp	101-45200-450-42210	14.03	Oil Dry
0	Motor Parts & Equipment Corp	101-43121-430-42210	28.06	Oil Dry
0	Motor Parts & Equipment Corp	101-42123-420-42210	7.01	Oil Dry
0	Motor Parts & Equipment Corp	602-49450-000-42210	10.52	Oil Dry
0	Motor Parts & Equipment Corp	101-43121-430-42210	12.32	Hose Clamp - Street #110
0	Motor Parts & Equipment Corp	602-49450-000-42210	33.99	Pressure Gauge For Unit 7 Vactor

Check Numb	Last Name	Acct 1	Amount	Description
0	Motor Parts & Equipment Corp	101-42220-420-42210	50.76	Lamp-Grommet Kit #2155
0	Motor Parts & Equipment Corp	101-42220-420-42210	15.80	Cabinet Lamp LED
0	Motor Parts & Equipment Corp	101-42220-420-42210	7.99	Mount and License Kit #2155
0	Motor Parts & Equipment Corp	101-42220-420-42210	4.59	Ring Terminal #2155
0	Motor Parts & Equipment Corp	101-43121-430-42210	8.77	Plastic Epoxy Weld - Street #115
0	Motor Parts & Equipment Corp	101-43121-430-42210	38.15	Radiator Hose And Clamp - Street #110
0	Motor Parts & Equipment Corp	101-42123-420-42110	91.59	Oil /Antifreeze/Etc-Stock at PD
0	Motor Parts & Equipment Corp	101-45200-450-42210	22.29	Fuel Filters
0	Motor Parts & Equipment Corp	101-43126-430-42210	160.23	Battery For Man Lift - Shop #331286
0	Motor Parts & Equipment Corp	101-43126-430-42210	372.69	Batteries For Man Lift - Shop #331286
0	Motor Parts & Equipment Corp	101-42110-420-42210	96.28	Wheel Alignment Camber Bolt / #22
0	Motor Parts & Equipment Corp	101-42110-420-42210	4.75	Oil Filter / #22
0	Motor Parts & Equipment Corp	601-49430-000-42210	75.00	Filters For Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	99.98	Filters For Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	50.00	Filters For Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	75.00	Filters For Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	33.97	Wiper Blades - Street #511
0	Motor Parts & Equipment Corp	101-43121-430-42210	199.99	Filters For Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	40.13	Filters For Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	0.80	Frost Plug Unit 18 Generator
0	Motor Parts & Equipment Corp	602-49450-000-42210	7.27	Oil Filter Unit 18 Generator
0	Motor Parts & Equipment Corp	101-43121-430-42210	80.25	Filters For Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	30.09	Filters For Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	87.12	Hydraulic Filters
0	Motor Parts & Equipment Corp	101-42123-420-42210	20.06	Filters For Stock
0	Motor Parts & Equipment Corp	101-45200-450-42110	11.38	Electrical Tape
0	Motor Parts & Equipment Corp	602-49450-000-42210	30.09	Filters For Stock
0	Motor Parts & Equipment Corp	101-42110-420-42210	-48.14	Credit: Allignment Camber / #22
0	Motor Parts & Equipment Corp	602-49450-000-42210	1.79	Hose Clamp For Stock
0	Motor Parts & Equipment Corp	602-49450-000-44045	6.34	Hose for Fuel System
0	Motor Parts & Equipment Corp	601-49430-000-44045	6.34	Hose for Fuel System
0	Motor Parts & Equipment Corp	101-42123-420-42210	1.19	Hose Clamp For Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	1.79	Hose Clamp For Stock
0	Motor Parts & Equipment Corp	101-43121-430-44045	60.91	Hose for Fuel System
0	Motor Parts & Equipment Corp	101-43121-430-42210	4.76	Hose Clamp For Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	2.37	Hose Clamp For Stock
0	Motor Parts & Equipment Corp	603-49500-000-44045	0.90	Hose for Fuel System
0	Motor Parts & Equipment Corp	101-43126-430-42210	22.19	Coolant Test Strips
0	Motor Parts & Equipment Corp	101-42220-420-42210	6.70	Hydraulic Filter #2117
0	Motor Parts & Equipment Corp	602-49480-000-42130	72.90	Brake Cleaner
0	Motor Parts & Equipment Corp	101-45200-450-42210	20.15	Air and Oil Filters for Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	15.12	Air and Oil Filters for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	15.12	Air and Oil Filters for Stock

Check Numb	Last Name	Acct 1	Amount	Description
0	Motor Parts & Equipment Corp	101-42123-420-42210	10.08	Air and Oil Filters for Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	8.80	Generator Parts Generator Unit 17
0	Motor Parts & Equipment Corp	101-43121-430-42210	40.32	Air and Oil Filters for Stock
0	Motor Parts & Equipment Corp	602-49480-000-42130	68.28	Trash Pump Oil Change
	Motor Parts & Equipment Corp		2,191.44	
0	MTI Distributing Inc	101-45200-450-42210	109.30	Mower Belt
0	MTI Distributing Inc	101-45200-450-42210	82.93	Mower Parts- Caster Wheel & Spanner
0	MTI Distributing Inc	101-45200-450-42210	736.76	Mower Bearings & Bushings
0	MTI Distributing Inc	101-45200-450-42210	252.91	Mower Parts: Bearings Bushings Etc.
0	MTI Distributing Inc	101-45200-450-42210	168.89	Caster Bracket
	MTI Distributing Inc		1,350.79	
174469	Muddy Paws LLC	101-42700-420-43090	1,253.00	Impound Fees / Nov 2021
174469	Muddy Paws LLC	101-42700-420-43090	805.00	Impound Fees / Dec 2021
	Muddy Paws LLC		2,058.00	
174470	Navarro Antonia	601-00000-000-20200	117.43	Refund Check 017737-000, 1116 6 St NW
	Navarro Antonia		117.43	
0	NCL of Wisconsin Inc	602-49480-000-42110	241.56	General Lab Supplies
	NCL of Wisconsin Inc		241.56	
174367	NCPERS Group Life Insur	101-00000-000-21710	192.00	PR Batch 00506.03.2022 PERA Life Insurance
	NCPERS Group Life Insur		192.00	
174471	NJ Criminal Interdiction LLC	101-42123-420-43140	299.00	Pro Active Patrol Tactics / D Skluzacek
	NJ Criminal Interdiction LLC		299.00	
174472	██████████	241-46330-461-44375	217.00	904 B Spring Road Utility Reimb April 2022
	██████████		217.00	
174473	North American Safety Inc	101-43121-430-42170	1,089.34	High- Vis Clothing For Street Crew

Check Numb	Last Name	Acct 1	Amount	Description
	North American Safety Inc		1,089.34	
174474	Northern Star Council BSA	101-42123-420-43130	465.00	Youth/Adult Applications-Explorers
	Northern Star Council BSA		465.00	
0	Orchard Trust Company	101-00000-000-21706	9,136.88	PR Batch 00506.03.2022 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21706	1,537.00	PR Batch 00506.03.2022 Roth Deferred Compensation
	Orchard Trust Company		10,673.88	
174475	Palmer West Construction Company, Inc.	437-45122-450-45200	546,917.95	Reroof Community Center & Library - Payment 1
	Palmer West Construction Company, Inc.		546,917.95	
174476	Pioneer Athletics	101-45200-450-42110	2,017.40	Athletic Marking Paint
	Pioneer Athletics		2,017.40	
174477	PLEAA	101-42110-420-43140	125.00	Spring Conference-C.Holm
174477	PLEAA	101-42124-420-43140	125.00	Spring Conf / J Bestul
	PLEAA		250.00	
174478	Plunkett's Pest Control	101-45122-450-44010	39.36	Pest Control
174478	Plunkett's Pest Control	101-45126-450-44010	56.16	Pest Control
	Plunkett's Pest Control		95.52	
174479	Polzin Thomas	101-45126-450-44010	466.25	Replace Mirror Washington Center
	Polzin Thomas		466.25	
174480	Porras Juan	101-42121-420-43090	50.00	Interpreting Services / 22-105
	Porras Juan		50.00	
174481	Post-Bulletin Company, LLC	101-45500-450-42191	259.50	Rochester Post Bulletin Newspaper Subscription
	Post-Bulletin Company, LLC		259.50	
0	Property Pros	241-46330-461-42110	35.18	918 SW 1st Street Ace Hardware Batteries/Toilet Seat

Check Numb	Last Name	Acct 1	Amount	Description
0	Property Pros	241-46330-461-44010	42.00	523 Lincoln Unclogged Sink/Repaired Light
0	Property Pros	241-46330-461-44010	147.00	920 SW 1st Street Repair Bathroom Faucet Handle/Check Door
0	Property Pros	241-46330-461-44010	42.00	1812 Shumway Ave Checked Entry Door For Damage
0	Property Pros	241-46330-461-44010	42.00	900 D Spring Road Toilet Flapper Installed and Repair Light in H
0	Property Pros	241-46330-461-44010	42.00	521 Lincoln Ave Furnace Gas Turned On/Reset Furnace
0	Property Pros	241-46330-461-44010	42.00	1812 Shumway Check Entry Door For Damage
0	Property Pros	241-46330-461-42110	7.50	900 B Spring Road Ace Hardware LED Appliance Bulbs
0	Property Pros	241-46330-461-42110	11.26	918 SW 1st Street AA Batteries
0	Property Pros	241-46330-461-42110	22.52	523 Lincoln Ace Hardware Toilet Flapper/Light Bulbs
0	Property Pros	241-46330-461-44010	42.00	904 C Spring Road Toilet Repair/Install Living Room Light Bulb
0	Property Pros	241-46330-461-42110	4.28	918 SW 1st Street Ace Hardware Toilet Seat Return/CFL Bulbs/Toil
0	Property Pros	241-46330-461-44010	63.00	900 B Spring Road Toilet Repair/Install Oven Light Bulb
0	Property Pros	241-46330-461-44010	168.00	918 SW 1st Street Install 4 Smoke Detectors/Install Toilet Seat/
0	Property Pros	898-46310-000-44010	168.00	#221 Install Toilet Fill Valve/Install Blinds & Bulbs/Close Wind
	Property Pros		878.74	
0	Public Employees Retirement Association	101-00000-000-21705	16,652.01	PR Batch 00506.03.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	25,550.21	PR Batch 00506.03.2022 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	220.73	PR Batch 00506.03.2022 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	220.73	PR Batch 00506.03.2022 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	19,213.94	PR Batch 00506.03.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	17,033.47	PR Batch 00506.03.2022 PERA Police & Fire
	Public Employees Retirement Association		78,891.09	
0	R C Bliss Inc	101-42123-420-44040	173.34	Issue With Interior Temperature / #16
0	R C Bliss Inc	101-42210-420-42210	30.24	V-Belt for Chief's Vehicle
	R C Bliss Inc		203.58	
174482	Ramy Turf Products LLC	101-43121-430-42110	520.00	Bio-Log For Stockpile At Shop
	Ramy Turf Products LLC		520.00	
0	Real Estate Publishing Corporation	290-46500-462-43430	1,325.00	Sponsorship RE Awards
	Real Estate Publishing Corporation		1,325.00	
174483	Regal Forms Inc	101-42700-420-42030	1,750.00	Parking Tags
	Regal Forms Inc		1,750.00	

Check Numb	Last Name	Acct 1	Amount	Description
174484	Rice County	346-47000-470-43090	165.00	2022 Special Assessment Annual Maintenance
174484	Rice County	344-47000-470-43090	501.00	2022 Special Assessment Annual Maintenance
174484	Rice County	401-43121-430-43090	2,451.00	2022 Special Assessment Annual Maintenance
174484	Rice County	266-46500-462-43070	24.00	2022 TIF Annual Maintenance
174484	Rice County	603-49500-000-43090	71.00	2022 Special Assessment Annual Maintenance
174484	Rice County	271-46500-462-43070	6.00	2022 TIF Annual Maintenance
174484	Rice County	270-46500-462-43070	36.00	2022 TIF Annual Maintenance
174484	Rice County	267-46500-462-43070	153.00	2022 TIF Annual Maintenance
174484	Rice County	272-46500-462-43070	6.00	2022 TIF Annual Maintenance
174484	Rice County	602-49450-000-43090	74.00	2022 Special Assessment Annual Maintenance
174484	Rice County	263-46500-462-43070	6.00	2022 TIF Annual Maintenance
174484	Rice County	601-49430-000-43090	86.00	2022 Special Assessment Annual Maintenance
174485	Rice County	873-49499-000-44371	5,068.16	Roberds Lake Sewer Collected - February
	Rice County		8,647.16	
174486	Rice County Highway Department	475-43121-430-45300	603.93	I-35/CSAH 9 Interchange Analysis
	Rice County Highway Department		603.93	
0	Rice County Recorder	101-41910-410-43510	46.00	Hofmeister Recording of Subdivision Agreement
	Rice County Recorder		46.00	
174487	Rockmount Research & Alloys Inc	101-43126-430-42110	474.55	Grinding Discs/Reamer Set/Mandrel For Cutting Wheels
	Rockmount Research & Alloys Inc		474.55	
0	Ronco Engineering Sales	101-43126-430-42110	79.60	Hydraulic Hose Fittings For Stock
	Ronco Engineering Sales		79.60	
174488	Safety-Kleen Systems Inc	101-43126-430-42110	103.15	Parts Cleaner Solvent
	Safety-Kleen Systems Inc		103.15	
174489	Sanco Equipment LLC	101-45200-450-44040	809.86	Bobcat Equipment Service
	Sanco Equipment LLC		809.86	
174490	Sanity Solutions Inc	101-41580-410-43095	354.26	Azure Subscription

Check Numb	Last Name	Acct 1	Amount	Description
	Sanity Solutions Inc		354.26	
0	Schilling Supply Company	101-41940-410-42110	56.65	Lysol Bowl Cleaner
	Schilling Supply Company		56.65	
0	Selco	101-45500-450-42030	265.57	Barcodes
	Selco		265.57	
0	Severson Jason	101-42110-420-43310	11.00	Parking/Daycare Arbitration
	Severson Jason		11.00	
174491	SHI International Corp	101-42121-420-42420	6,654.00	Panasonic Toughbooks (2)
174491	SHI International Corp	101-42123-420-42420	13,308.00	Panasonic Toughbooks (4)
	SHI International Corp		19,962.00	
0	Shred Right	101-42124-420-43090	20.25	Shredding Service
	Shred Right		20.25	
0	Slechta Heather	101-41320-410-43310	424.58	MCFOA Conference - Travel Reimbursement
	Slechta Heather		424.58	
174492	Smith Kayla	601-00000-000-20200	52.65	Refund Check 023609-000, 2304 Sundet Ln
	Smith Kayla		52.65	
0	Southwest Service Cooperative	101-00000-000-11510	731.72	Carol Luczak-Dillerud Insurance
0	Southwest Service Cooperative	101-00000-000-11510	58.54	Dustin Delmonico Insurance
0	Southwest Service Cooperative	101-00000-000-11510	148.16	John Harmon Insurance
0	Southwest Service Cooperative	101-42123-420-41310	673.18	Dustin Delmonico Insurance
0	Southwest Service Cooperative	101-42123-420-41310	1,920.11	Maggie Hunt Insurance
0	Southwest Service Cooperative	101-00000-000-11510	823.17	Nancy Andrist Insurance
0	Southwest Service Cooperative	101-00000-000-21707	141,806.06	Health Insurance Premiums - April
0	Southwest Service Cooperative	101-00000-000-11510	1,646.34	Jackie Remme Insurance - March & April
0	Southwest Service Cooperative	101-00000-000-11510	421.48	Maggie Hunt Insurance
0	Southwest Service Cooperative	101-42123-420-41310	675.01	John Harmon Insurance
0	Southwest Service Cooperative	101-00000-000-11510	731.72	Jerry Marzahn Insurance

Check Numb	Last Name	Acct 1	Amount	Description
0	Southwest Service Cooperative	101-00000-000-11510	1,536.44	Kimberly Lang Insurance
0	Southwest Service Cooperative	101-00000-000-11510	823.17	Jackie Remme Insurance
	Southwest Service Cooperative		151,995.10	
174493	St Cloud State University	101-41320-410-43140	275.00	MCFOA Conference
	St Cloud State University		275.00	
174494	Star Sports & Apparel LLC	101-45500-450-42010	10.00	Nametag
174494	Star Sports & Apparel LLC	101-41580-410-42180	100.00	Work Clothes for LeAnna
	Star Sports & Apparel LLC		110.00	
174495	State Industrial Products	101-43121-430-42110	264.26	Wash Bay Soap
	State Industrial Products		264.26	
174361	Steele Waseca Coop Electric	225-49810-430-43810	7.89	41926-Airport
174361	Steele Waseca Coop Electric	225-49810-430-43810	7.89	1077021-Security Hangar 2
174361	Steele Waseca Coop Electric	602-49450-000-43810	73.96	1089247-Lift Station-15625 Acorn Trl
174361	Steele Waseca Coop Electric	225-49810-430-43810	695.47	23947-Airport 10
174361	Steele Waseca Coop Electric	602-49450-000-43810	150.51	30493-Lift Station
174361	Steele Waseca Coop Electric	101-43160-430-43810	56.15	32089-Highway 21 Lights
174361	Steele Waseca Coop Electric	225-49810-430-43810	50.21	1017445-2011 T-Hangar
174361	Steele Waseca Coop Electric	225-49810-430-43810	54.56	41901-Airport
174361	Steele Waseca Coop Electric	225-49810-430-43810	351.74	1018611-Hangar 910K
174361	Steele Waseca Coop Electric	902-00000-000-23935	-2,215.37	Monthly Charges-February
174361	Steele Waseca Coop Electric	902-00000-000-23935	2,215.37	Monthly Charges-February
174361	Steele Waseca Coop Electric	225-49810-430-43810	476.67	41875-Airport S Hangars
174361	Steele Waseca Coop Electric	101-43160-430-43810	86.74	27205-Airtech Park
174361	Steele Waseca Coop Electric	225-49810-430-43810	48.86	20891-Airport New Hangar
174361	Steele Waseca Coop Electric	602-49480-000-43810	62.28	23271-Sludge Farm
174361	Steele Waseca Coop Electric	225-49810-430-43810	7.89	41927-Airport
174361	Steele Waseca Coop Electric	225-49810-430-43810	35.61	1018624-Hangar 910J
174361	Steele Waseca Coop Electric	225-49810-430-43810	48.94	32094-Airport
	Steele Waseca Coop Electric		2,215.37	
174496	Streicher's Inc.	101-42123-420-42070	79.96	9mm Practice Ammo
174496	Streicher's Inc.	101-42123-420-42110	736.00	.45 ACP Duty Ammo - 9mm Duty Ammo
174496	Streicher's Inc.	101-42123-420-42410	296.99	Weapon Light - Rear Cap
174496	Streicher's Inc.	101-42110-420-42180	58.00	Holster / J Sherwin

Check Numb	Last Name	Acct 1	Amount	Description
	Streicher's Inc.		1,170.95	
174497	The UPS Store	601-49430-000-43250	11.22	Key Shipped to David Hardware Well 5 Project
174497	The UPS Store	601-49430-000-43250	27.21	Water Sample Sent To The MDH4/6
	The UPS Store		38.43	
174498	Tifco Industries Inc	101-43126-430-42110	256.35	Protective Hose Wrap/Grinding Discs
	Tifco Industries Inc		256.35	
174499	TK Elevator Corp	101-42110-420-44010	1,311.18	Elevator Inspection 4/1/22 to 6/30/22
	TK Elevator Corp		1,311.18	
174370	T-Mobile	101-45500-450-43096	273.67	Hot Spots
	T-Mobile		273.67	
174500	Tom's Lock & Key, LLC	241-46330-461-42110	51.75	918 SW 1st Street Deadbolt Lock
174500	Tom's Lock & Key, LLC	241-46330-461-44010	75.00	918 SW 1st Street Replace Apt Deadbolt Lock
174500	Tom's Lock & Key, LLC	241-46330-461-42110	6.00	920 SW 1st Street 2 Apt Keys
174500	Tom's Lock & Key, LLC	898-46310-000-42110	3.00	#118 Apt Key 1
174500	Tom's Lock & Key, LLC	241-46330-461-42110	16.95	1820 Shumway Mailbox Lock
174500	Tom's Lock & Key, LLC	241-46330-461-44010	60.00	1820 Shumway Mailbox Lock Replaced
174500	Tom's Lock & Key, LLC	241-46330-461-44010	60.00	1812 Shumway Repair Apt Lock
174500	Tom's Lock & Key, LLC	241-46330-461-42110	24.50	1812 Shumway Lock Cylinder
174500	Tom's Lock & Key, LLC	898-46310-000-42110	36.00	Apt #122 #202 #205 12 Keys
174500	Tom's Lock & Key, LLC	898-46310-000-44010	127.50	Rekey Locks Apt #122 #202 #205
174500	Tom's Lock & Key, LLC	898-46310-000-42110	6.00	#118 Keys 2
174500	Tom's Lock & Key, LLC	898-46310-000-42110	6.00	Apt 118 3 Mailbox keys
174500	Tom's Lock & Key, LLC	241-46330-461-42110	27.00	1812 Shumway 8 Apt Keys 1 Mailbox Key
174500	Tom's Lock & Key, LLC	241-46330-461-44010	90.00	1812 Shumway Rekey 2 Locks
174500	Tom's Lock & Key, LLC	241-46330-461-42110	6.00	918 SW 1st Street 2 Apt Keys
174500	Tom's Lock & Key, LLC	241-46330-461-42110	12.00	918 SW 1st Street 4 Keys
174500	Tom's Lock & Key, LLC	241-46330-461-44010	90.00	918 SW 1st Street Rekey 2 Locks
	Tom's Lock & Key, LLC		697.70	
175501	Treasurer, State of Minnesota	225-49810-430-44390	40.00	Renewal Fee for Public Use Landing Areas

Check Numb	Last Name	Acct 1	Amount	Description
	Treasurer, State of Minnesota		40.00	
175502	Triangle Automotive Machine Inc	101-43121-430-42210	1,800.00	Exhaust Filter - Street #413
175502	Triangle Automotive Machine Inc	101-43121-430-43090	370.84	Exhaust Filter Cleaning/Thread Repair - Street #413
	Triangle Automotive Machine Inc		2,170.84	
175503	Truck Center Companies East LLC	101-42220-420-42210	12.84	Clamp HD Spring T Bolt Hose for #2110
175503	Truck Center Companies East LLC	101-43121-430-42210	86.46	Air Filter - Street #317
175503	Truck Center Companies East LLC	101-43121-430-42210	5.50	Air Compressor Governor Fitting - Street #413
175503	Truck Center Companies East LLC	101-43121-430-42210	367.31	Water Pump/Serpentine Belt/Belt Tensioner #101
	Truck Center Companies East LLC		472.11	
175504	Ultimate Safety Concepts Inc	101-42220-420-42170	568.00	White Helmet & Yellow Helmet
	Ultimate Safety Concepts Inc		568.00	
174371	US Bank Equipment Finance	101-42400-420-44160	95.73	Copier Lease
	US Bank Equipment Finance		95.73	
0	Utility Consultants Inc	601-49430-000-43090	236.25	Total Coliform Testing
0	Utility Consultants Inc	602-49480-000-43090	1,173.43	Lab Testing
	Utility Consultants Inc		1,409.68	
175505	Verizon Wireless	902-00000-000-23935	-3,143.44	Monthly Phone Bill-March
175505	Verizon Wireless	101-42123-420-43210	1,096.64	Cell Phone Service - Patrol
175505	Verizon Wireless	101-42121-420-43210	329.76	Cell Phone Service - Investigations
175505	Verizon Wireless	101-41940-410-43210	82.44	Cell Phone Service - Building Maintenance
175505	Verizon Wireless	602-49450-000-43210	82.44	Cell Phone Service - Sewer Collection
175505	Verizon Wireless	101-41510-410-43210	82.44	Cell Phone Service - Finance
175505	Verizon Wireless	101-42220-420-43210	151.94	Cell Phone Service - Fire Suppression
175505	Verizon Wireless	101-42110-420-43210	164.88	Cell Phone Service - Police Administration
175505	Verizon Wireless	902-00000-000-23935	3,143.44	Monthly Phone Bill-March
175505	Verizon Wireless	603-49500-000-43210	41.22	Cell Phone Service - Storm Water Utility
175505	Verizon Wireless	101-42700-420-43210	164.88	Cell Phone Service - Special Services
175505	Verizon Wireless	601-49430-000-43210	164.88	Cell Phone Service - Water Distribution
175505	Verizon Wireless	101-41580-410-43210	82.44	Cell Phone Service - IT
175505	Verizon Wireless	101-45500-450-43210	24.14	Cell Phone Service - Library
175505	Verizon Wireless	101-42210-420-43210	82.44	Cell Phone Service - Fire Administration

Check Numb	Last Name	Acct 1	Amount	Description
175505	Verizon Wireless	101-42400-420-43210	203.68	Cell Phone Service - Building Codes
175505	Verizon Wireless	101-43190-430-43210	41.22	Cell Phone Service - Engineering
175505	Verizon Wireless	101-45110-450-43210	241.42	Cell Phone Service - Parks & Rec
175505	Verizon Wireless	240-46210-460-43210	65.36	Cell Phone Service - Community Development
175505	Verizon Wireless	101-43110-430-43210	41.22	Cell Phone Service - PW Admin
175505	Verizon Wireless	603-49500-000-43210	210.06	Data Air Cards- Storm
175505	Verizon Wireless	101-45140-450-43210	35.01	Data Community Center Youth Sports
175505	Verizon Wireless	101-42210-420-43210	35.01	Data Fire Chief
175505	Verizon Wireless	902-00000-000-23935	1,763.81	Data Charges 03/01/2022-03/28/2022
175505	Verizon Wireless	601-49430-000-43210	241.46	Data Air Cards- Water
175505	Verizon Wireless	101-43121-430-43210	35.01	Data Street Sign Shop Devices
175505	Verizon Wireless	602-49450-000-43210	70.02	Data Air Cards- Sewer
175505	Verizon Wireless	101-41580-410-43210	40.01	Data -IT
175505	Verizon Wireless	602-49480-000-43210	66.48	WWTP Phones
175505	Verizon Wireless	101-42123-420-43210	840.70	Data Air Cards - MDC
175505	Verizon Wireless	902-00000-000-23935	-1,763.81	Data Charges 03/01/2022-03/28/2022
175505	Verizon Wireless	101-42110-420-43210	70.02	Data/Admin Ipad
175505	Verizon Wireless	101-42220-420-43210	120.03	Data Fire Ipads (In Fire Trucks)
	Verizon Wireless		4,907.25	
0	Virg's Appliance Service Inc	241-46330-461-42110	208.90	1532 Western Range Burner & Switch
0	Virg's Appliance Service Inc	241-46330-461-44010	95.00	1532 Western Ave Range Repair Burner Switch
0	Virg's Appliance Service Inc	241-46330-461-42110	151.90	900 B Spring Road 2 Stove Burners & Receptacles
0	Virg's Appliance Service Inc	241-46330-461-44010	85.00	900 B Spring Road Stove Burners/Receptacle Replaced
	Virg's Appliance Service Inc		540.80	
175506	Wal-Mart	101-42210-420-42115	17.26	Coffee and Foam Cups
175506	Wal-Mart	101-45122-450-42110	38.72	Coffee - Baggies - Tea - Plasticware
175506	Wal-Mart	101-45122-450-42110	-0.64	CREDIT - Charged for Item in Error
	Wal-Mart		55.34	
0	Walton's Inc	602-49480-000-42210	919.80	Screen Bags
	Walton's Inc		919.80	
175507	Water Conservation Service Inc	601-49430-000-43090	414.78	Watermain Leak Detection
	Water Conservation Service Inc		414.78	
0	WSB & Associates Inc	603-49500-000-43090	6,835.00	2020-12 SWMP Update & MS4 Update

Check Numb	Last Name	Acct 1	Amount	Description
	WSB & Associates Inc		6,835.00	
174362	Xcel Energy	225-49810-430-43830	288.89	51-0325546-7 Hangar 910B - City
174362	Xcel Energy	101-45200-450-43810	20.08	51-0013096682-1 705 3 Ave NW-Wapacuta Park Shelter
174362	Xcel Energy	225-49810-430-43830	1,572.91	51-0013139038-3 3401 Hwy 21 W
174362	Xcel Energy	225-49810-430-43830	189.77	51-0325271-5 Hangar 910A - City
174362	Xcel Energy	601-49430-000-43810	35.49	51-0013092616-3 812 8 Ave NW Bldg B-WTP
174362	Xcel Energy	225-49810-430-43830	472.01	51-0325544-5 Hangar 910G - Rental
174362	Xcel Energy	601-49430-000-43810	330.37	51-0012893015-3 812 8 Ave NW-WTP
174362	Xcel Energy	241-46330-461-43810	17.72	918-920 SW 1st Street Electric Parking Lot Thru 3/8/22
174362	Xcel Energy	101-43160-430-43810	64.71	51-0012926306-6 419 8 Ave NW-8 Ave Signal Sys.
174362	Xcel Energy	101-43160-430-43810	225.27	51-0012776641-3 218 3 St NW/129 4 St NW Street Light
174362	Xcel Energy	101-43160-430-43810	42.96	51-0012926306-6 402 Central-Central Ave Signal Sys
174362	Xcel Energy	101-43160-430-43810	23.47	51-0013749706-5 New Bridge Lights 2nd Ave Bridge
174362	Xcel Energy	101-43160-430-43810	110.45	51-0012965373-9 1190 Hwy 60 W Street Light
174362	Xcel Energy	101-43160-430-43810	19.93	51-5358630-4 45 State Ave Lighting
174362	Xcel Energy	902-00000-000-23935	25,130.24	Electric Bill
174362	Xcel Energy	101-43160-430-43810	154.92	51-0012943772-6 17 3rd St NE Unit St Light
174362	Xcel Energy	101-42500-420-43810	17.94	304214955 930 4th Ave NW Siren
174362	Xcel Energy	101-42110-420-43810	3,887.99	303688424 25 4th St NW
174362	Xcel Energy	601-49430-000-43810	7,594.90	303929972 1904 Fairground Dr
174362	Xcel Energy	101-45200-450-43810	9.37	302321102 1000 7 Ave SW-S Alex Sec
174362	Xcel Energy	225-49810-430-43830	28.49	302414965 3401 Hwy 21 W
174362	Xcel Energy	101-43160-430-43810	-48.21	302767481 210 3 St NE St Light HP
174362	Xcel Energy	101-43160-430-43810	132.71	304157645 3305 Highway 60
174362	Xcel Energy	101-45200-450-43810	281.70	302261595 920 9 Ave SW
174362	Xcel Energy	602-49450-000-43810	32.25	303203605 319 Lind St Lift Station
174362	Xcel Energy	101-42500-420-43810	4.78	154013 1851 220 St E CD Siren
174362	Xcel Energy	602-49450-000-43810	54.33	302976387 1301 Willow St Lift Station
174362	Xcel Energy	602-49450-000-43830	276.42	302458578 828 8 Ave NW Park Shop
174362	Xcel Energy	101-43121-430-43810	1,024.45	304051816 1200 Belview Trl
174362	Xcel Energy	101-43170-430-43810	263.32	303396625 27 Division St E Signal Light
174362	Xcel Energy	101-43170-430-43810	51.54	302525247 4050 Hwy 60 W
174362	Xcel Energy	101-43170-430-43810	9.93	156258 117 Shumway CD Siren
174362	Xcel Energy	101-42500-420-43810	4.78	178539 2613A Hulett Court
174362	Xcel Energy	101-43170-430-43810	113.11	302531059 103 3 St NE Signal Light
174362	Xcel Energy	101-45500-450-43810	20.17	302342287 11 Division St E Security
174362	Xcel Energy	101-43170-430-43810	20.51	304131503 2200 30th St NW
174362	Xcel Energy	902-00000-000-23935	96,515.81	Electricity Bill-February
174362	Xcel Energy	437-41940-410-43810	241.12	303440015 217 Mill Street - Garage
174362	Xcel Energy	101-43170-430-43810	-13.94	303691980 2219 Grant St Lift Station
174362	Xcel Energy	601-49430-000-43830	480.07	302971552 824 7th St Nw Water Works

Check Numb	Last Name	Acct 1	Amount	Description
174362	Xcel Energy	601-49430-000-43810	4,142.71	302969048 350 Alexander Park Well #6
174362	Xcel Energy	101-45200-450-43810	577.41	302576466 1815 Alexander Dr
174362	Xcel Energy	602-49450-000-43810	-337.24	303670994 1090 Cannon Circle Lift Station
174362	Xcel Energy	601-49430-000-43830	505.49	304051816 1200 Belview Trl
174362	Xcel Energy	101-45126-450-43830	2,018.87	302971175 117 Shumway Washington Center
174362	Xcel Energy	602-49450-000-43810	106.62	304051816 1200 Belview Trl
174362	Xcel Energy	101-45126-450-43810	19.55	171746 117 Shumway Lighting
174362	Xcel Energy	101-45122-450-43830	1,228.86	303402179 16 Central Ave
174362	Xcel Energy	101-42500-420-43810	4.78	167157 1203 Parshall St
174362	Xcel Energy	101-45200-450-43810	26.74	304850239 TeePee Tonka Park Tunnel
174362	Xcel Energy	101-42500-420-43810	9.93	164184 930 4th CD Siren
174362	Xcel Energy	601-49430-000-43810	10,773.46	303329691 824 7 St NW Pump Water
174362	Xcel Energy	101-45500-450-43830	4,761.98	302342287 11 Division St E 70%
174362	Xcel Energy	902-00000-000-23935	-96,515.81	Electricity Bill-February
174362	Xcel Energy	101-43160-430-43810	15.07	303328788 1600 30 St NW
174362	Xcel Energy	602-49450-000-43810	27.44	303333605 410 Frink Ave Lift Station
174362	Xcel Energy	101-45126-450-43810	25.45	302492805 117 Shumway-Washington Center
174362	Xcel Energy	101-45200-450-43830	125.89	304017445 900 Lyndale Ave N
174362	Xcel Energy	602-49450-000-43810	43.98	302346525 3030 Hwy 60 W Lift Station
174362	Xcel Energy	602-49480-000-43810	-200.00	Non-Recurring Charges/Credit
174362	Xcel Energy	101-45125-450-43810	583.89	303727721 1830 2 Ave NW Aquatic Center
174362	Xcel Energy	101-43160-430-43810	30.18	304116511 800 Lyndale Ave S
174362	Xcel Energy	603-49500-000-43830	71.87	304051816 1200 Belview Trl
174362	Xcel Energy	437-41940-410-43810	15.07	302880124 217 Mill St - Diesel Plt
174362	Xcel Energy	101-45200-450-43810	6.68	303510224 Central Park Band Stand
174362	Xcel Energy	101-45126-450-43810	14.78	303373970 117 Shumway Load Profile
174362	Xcel Energy	101-43160-430-43810	29.37	304116510 1904 Grant St NW
174362	Xcel Energy	898-46310-000-43830	1,680.00	Gas Thru 3/13/22
174362	Xcel Energy	101-45127-450-43810	59.07	304160080 705 17th St SW
174362	Xcel Energy	437-41940-410-43830	735.93	303440015 217 Mill Street - Garage
174362	Xcel Energy	101-45122-450-43810	1,159.85	302825421 19 Division St W
174362	Xcel Energy	602-49480-000-43830	15,021.86	302858086 214 14 St NE
174362	Xcel Energy	101-45500-450-43810	914.12	302342287 11 Division St E
174362	Xcel Energy	101-45200-450-43810	-44.69	304017445 900 Lyndale Ave N
174362	Xcel Energy	101-42210-420-43830	1,672.39	302350193 122 2 St NW Fire Hall
174362	Xcel Energy	101-43160-430-43810	32.81	304157632 1602 2nd Ave NW
174362	Xcel Energy	101-45200-450-43830	144.94	302627100 Jefferson Warming House
174362	Xcel Energy	101-45200-450-43810	19.25	303683055 100 TP Tonka Security
174362	Xcel Energy	601-49430-000-43810	1,177.38	302814303 1217 Parshall Reservoir #2
174362	Xcel Energy	101-45200-450-43810	29.21	303683055 100 Tee Pee Tonka Park
174362	Xcel Energy	602-49450-000-43830	505.49	304051816 1200 Belview Trl
174362	Xcel Energy	101-43160-430-43810	5.18	303661815 495 Heritage Pl
174362	Xcel Energy	101-43160-430-43810	34.15	304116512 1000 Lyndale Ave S

Check Numb	Last Name	Acct 1	Amount	Description
174362	Xcel Energy	601-49430-000-43810	106.62	304051816 1200 Belview Trl
174362	Xcel Energy	101-42500-420-43810	9.93	146104 920 9 Ave SW CD Siren
174362	Xcel Energy	101-45122-450-43830	2,040.85	302342287 Boiler Heat Line 30%
174362	Xcel Energy	898-46310-000-43810	634.91	Electric Thru 3/13/22
174362	Xcel Energy	101-45122-450-43810	3,841.20	303273787 15 Central Ave Load Profile
174362	Xcel Energy	101-45125-450-43820	167.51	303727721 1830 2 Ave NW Aquatic Center
174362	Xcel Energy	101-43170-430-43810	64.71	303453265 1500 7 St NW Signal Light
174362	Xcel Energy	603-49500-000-43810	15.16	304051816 1200 Belview Trl
174362	Xcel Energy	101-43160-430-43810	15.07	304087990 510 2 Ave NW Carnival
174362	Xcel Energy	101-42500-420-43810	27.25	303930334 Fairgrounds/300 Western
174362	Xcel Energy	602-49450-000-43810	22.65	302794134 98 3 Ave NW Viaduct Lift Stati
174362	Xcel Energy	602-49450-000-43810	-371.50	302412146 1901 7 St NW Lift Station
174362	Xcel Energy	101-41940-410-43830	1,302.73	303640982 208 1 Ave NW City Hall
174362	Xcel Energy	101-45200-450-43810	23.47	302165394 415 2nd Ave SW Wapacuta Pk
174362	Xcel Energy	602-49480-000-43810	15.07	302940983 502 3rd Ave NW
174362	Xcel Energy	101-42210-420-43810	385.27	302527702 122 2 St NW-Fire Hall
174362	Xcel Energy	437-41940-410-43810	200.59	302678011 217 Mill St
174362	Xcel Energy	602-49450-000-43810	14.71	302772185 1150 Willow Lift Station
174362	Xcel Energy	902-00000-000-23935	-25,130.24	Electric Bill
174362	Xcel Energy	101-43160-430-43810	64.18	51-0012926306-6 328 4 St NW-4 Ave NW Signal Sys.
174362	Xcel Energy	602-49450-000-43810	34.40	51-0012509758-8 1321 Matteson St-Lift Station
174362	Xcel Energy	101-43160-430-43810	61.03	51-0012926306-6 415/430 2 Ave NW-2 Ave Signal Sys.
174362	Xcel Energy	101-43160-430-43810	21,249.27	51-4930975-3 Street Lighting
174372	Xcel Energy	241-46330-461-43810	33.96	1526 Western Ave Electric Parking Lot Thru 3/7/22
174362	Xcel Energy	101-43160-430-43810	0.16	51-0010353780-3 1690 Hwy 60 W-Street Lighting
174362	Xcel Energy	101-43160-430-43810	169.97	51-0012776642-4 720 4 St NW Street Light Feed Point
174362	Xcel Energy	101-45200-450-43810	15.07	303920032 540 2nd Ave NW
174362	Xcel Energy	101-43121-430-43830	4,857.06	304051816 1200 Belview Trl
174362	Xcel Energy	101-45200-450-43810	0.69	303239611 Sr High Tennis Courts
174362	Xcel Energy	101-43170-430-43810	84.47	303446090 1418 Divsion St W Signal Light
174362	Xcel Energy	101-45122-450-43810	35.42	154794 16 Central Ave
174362	Xcel Energy	101-42110-420-43830	3,048.14	303688424 25 4th St NW
174362	Xcel Energy	602-49480-000-43810	18,172.28	304239286 214 14th St NE
174362	Xcel Energy	101-45200-450-43810	23.60	303659432 618 9 Ave SW Sledding Hill
174362	Xcel Energy	101-41940-410-43810	1,787.61	303683323 208 1 Ave NW
174362	Xcel Energy	101-45200-450-43810	26.68	175957 500 Maple Lawn Cartway
175508	Xcel Energy	241-46330-461-43810	12.28	1812 Shumway Final Electric Thru 3/16/22
175508	Xcel Energy	241-46330-461-43830	22.69	1812 Shumway Final Gas Thru 3/16/22
174372	Xcel Energy	898-46310-000-43810	1,924.61	51 Units Electric Thru 3/13/22
175508	Xcel Energy	101-45200-450-43810	-9.16	1800 Alexander Dr-Solar Energy Credit Greater Than Bill
Xcel Energy			125,963.06	

Check Numb	Last Name	Acct 1	Amount	Description
			1,603,512.48	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: April 12, 2022
SUBJECT: Approve Use of North Alexander Park by Rice County Historical Society

Background:

Susan Garwood, on behalf of the Rice County Historical Society (RCHS), has contacted the Parks and Recreation Department and requested the use of a section of North Alexander Park for parking for their Spring Flea Market on Saturday, May 14, 2022.

They are requesting to use the grassy area east of the Faribault Ice Arena as they have in previous years. They will start setting up at 5:30 AM and they have requested any park rental fees be waived.

Recommendation:

Approve Rice County Historical Society's use of a section of North Alexander Park for the Spring Flea Market with all park rental fees waived.

Attachments:

1. Request
2. North Alexander Park - Parking Map

From: [Paul Peanasky](#)
To: [Denise Hansen](#)
Subject: FW: Request Permission for use of land for Flea Market Parking Lot
Date: Friday, March 11, 2022 9:26:31 AM

From: Susan Garwood <sgarwood@rchistory.org>
Sent: Tuesday, March 8, 2022 1:56 PM
To: Paul Peanasky <ppeanasky@ci.faribault.mn.us>
Subject: Request Permission for use of land for Flea Market Parking Lot

Paul,

We've set Saturday, May 14, 2022, for our Spring Flea Market this year. We are coordinating that with the Fair Board and the Cannon Valley Farmers Market - because it was such a successful and full event last year.

I would like to formally request the use of the grassy area for our parking lot for this event. We have yet to set the Fall Flea Market date but as soon as we have, we will make another request for the space at that time.

In the meantime, please let me know if there is anything more you need from us for the 2022 RCHS Spring Flea Market request.

Thanks.

Sue

Susan Garwood
Executive Director
Rice County Historical Society
1814 NW 2nd Ave.
Faribault, MN 55021
507-332-2121
sgarwood@rchistory.org
www.rchistory.org



th Alexander Park:
0 2nd Avenue NW

North Alexander Park



0 250 500
Fe



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: April 12, 2022
SUBJECT: Resolution 2022-063 Establish the City of Faribault Authorized Community Festivals within the City and Provide for the Terms and Conditions for Alcohol Service and Consumption at Community Festivals

Background:

In the past, the City Council has annually designated community events or festivals. This designation can aid non-profits with their temporary liquor licenses. These are events that were deemed to qualify based on widespread public participation; Heritage Days, Mayor's Reception, Blue Collar BBQ and Arts Festival, Main Street Car Cruise Nights, Rice County Fair, Amateur State Baseball Tournament and Winterfest. These are events that could be classified as community events should the Council so choose. Other events could be added at the City Council's option. Ultimately, it is up to the City Council to determine what events they would like to have classified as community events.

Staff can move forward with assisting all designated groups with receiving the proper permission for their events.

Recommendation:

Staff recommends passing Resolution 2022-063 Establish the City of Faribault Authorized Community Festivals within the City and Provide for the Terms and Conditions for Alcohol Service and Consumption at Community Festivals

Attachments:

1. Resolution 2022-063 Establish the City of Faribault Authorized Community Festivals

CITY OF FARIBAULT

RESOLUTION #2022-063

ESTABLISH THE CITY OF FARIBAULT AUTHORIZED COMMUNITY FESTIVALS WITHIN THE CITY AND PROVIDE FOR THE TERMS AND CONDITIONS FOR ALCOHOL SERVICE AND CONSUMPTION AT COMMUNITY FESTIVALS

WHEREAS, the City of Faribault is home to various community celebrations and events; and

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

WHEREAS, the Heritage Days Celebration is an annual event held in the City of Faribault and has the objective of promoting a spirit of pride, a sense of community and an atmosphere of celebration for all residents of the City of Faribault; and

WHEREAS, the Mayor's Reception is an activity included in the Heritage Days Celebration and part of such community event; and

WHEREAS, the Blue Collar BBQ Festival is an annual event held in the City of Faribault and has the objective of promoting a spirit of pride, a sense of community and an atmosphere of celebration for all residents of the City of Faribault; and

WHEREAS, the Main Street Car Cruise Nights are events held annually in the City of Faribault and has the objective of promoting a spirit of pride, a sense of community and an atmosphere of celebration for all residents of the City of Faribault; and

WHEREAS, the Rice County Fair is an annual event held in the City of Faribault and has the objective of promoting a spirit of pride, a sense of community and an atmosphere of celebration for all residents of the County; and

WHEREAS, the State Amateur Baseball Tournament is held this year in the City of Faribault and has the objective of hosting the tournament for the state class B baseball teams of which the

Faribault Lakers are a member and to promote the spirit of baseball within the community; and

WHEREAS, the Faribault Winterfest is an annual event held in the City of Faribault and has the objective of promoting a spirit of pride, sense of community and an atmosphere of winter celebration for all residents of the City of Faribault; and

WHEREAS, Minnesota Statutes Chapter 340A and Faribault Ordinance Code Chapter 4, provide for liquor licensing in cooperation with the Alcohol and Gambling Enforcement Division of the Minnesota Department of Public Safety; and

WHEREAS, Minnesota Statute Section 340A.404, Subd. 4(b) provides that as to a community festival, the governing body of a municipality may authorize the holder of a retail on-sale intoxicating liquor license issued by the municipality to dispense intoxicating liquor off premises at a community festival held within the municipality; and

WHEREAS, the Faribault City Council desires to authorize and establish the following community celebrations and events as community festivals as defined in Minnesota Statute Section 340A.404, Subd. 4(b):

1. Heritage Days Celebration, and accompanying events;
2. Mayors Reception
3. Blue Collar BBQ Festival, and accompanying events;
4. Main Street Car Cruise Nights;
5. Rice County Fair;
6. State Amateur Baseball Tournament;
7. Faribault Winterfest; and

WHEREAS, any community festival and entity serving such community festival desiring to provide intoxicating liquor service for the community festival shall endeavor to ensure that no alcohol will be sold to minors by checking identification; and

WHEREAS, any community festival and entity serving such community festival shall endeavor to ensure that intoxicating liquor dispensed and consumed by patrons at the community festival shall be only in the designated area established at the time of approval of the community festival by the City; and

WHEREAS, any community festival and entity serving such community festival shall have the required liability insurance as prescribed by Minnesota Statutes Section 340A.409 to cover the community festival and intoxicating liquor service; and

WHEREAS, any community festival and entity serving such community festival will be required to sign an agreement to indemnify and hold the City harmless in order to ensure that any community festival and entity serving such community festival will defend the City and pay for any claims against the City related to the use of any City facilities and the dispensing of the alcohol at the community festival.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Faribault that the recitals set forth in the preamble to this Resolution are incorporated into this Resolution as if fully set forth herein.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the City Council of the City of Faribault that the City of Faribault authorizes and establishes the following community celebrations and events as community festivals as defined in Minnesota Statute Section 340A.404, Subd. 4(b):

1. Heritage Days Celebration, and accompanying events;
2. Mayors Reception;
3. Blue Collar BBQ Festival, and accompanying events;
4. Main Street Car Cruise Nights;
5. Rice County Fair; and
6. State Amateur Baseball Tournament; and
7. Faribault Winterfest.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the City Council of the City of Faribault that such established and authorized community festivals will be permitted to have catered food and allowed to dispense intoxicating liquor, subject to the requirements and conditions of this Resolution.

NOW THEREFORE BE IF FINALLY RESOLVED, by the City Council of the City of Faribault that the Mayor, City Administrator, staff and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution.

Date Adopted: April 12, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: April 12, 2022
SUBJECT: Approve Mowing Quote

Background:

Annually, the Parks and Recreation Department contracts mowing services for a number of areas in and around Faribault. The areas that are mowed include Hwy 60 (4th Street) from Irving Avenue to Western Avenue, Washington Recreation Center, and the Faribault Soccer Complex. The Faribault Soccer Complex costs are split three (3) ways at the end of the season with the School District paying 1/3 of the cost, the Soccer Association paying 1/3 and the City paying the final 1/3. This year we asked for a two-year quote for 2022 and 2023.

In determining the low quote, the areas on Hwy 60 are for the entire season. The Washington Recreation Center and Soccer Complex are determined on a per-time basis. We estimated Washington at 20 mowings and the Soccer Complex at 34 mowings with trimming once every 2 weeks. Quotes were solicited as a two-year contract this year. We solicited quotes from six companies and we received three quotes. Of those three quotes, only two were complete.

Low quote is from Hanson's Lawn Care for a total of \$13,823 per year.

Recommendation:

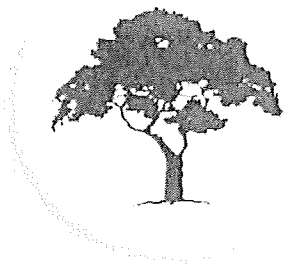
Approve a two-year quote from Hanson's Lawn Care for \$13,823 per year for mowing services for the summers of 2022 and 2023.

Attachments:

1. Summary of Quotes
2. Quotes

2022 Mowing Quotes

	<u>Hanson's</u>	<u>D&S</u>	<u>Little's</u>
<u>Hwy 60</u>	\$2,235	\$3,400	\$3,250
<u>Hwy 48 (21)</u>	\$2,600	\$5,600	\$3,100
<u>Washington Rec Center</u> (Estimate 20x)	\$1,100 (20 x \$55)	No Bid	\$1,500 (20 x \$75)
<u>Soccer Complex</u> Mowing (Estimate 34x)	\$7,888 (34 x \$232)	No Bid	\$12,750 (34 x \$375)
Trimming (Estimate 17x)	Included	No Bid	Included
Total	\$13,823	Incomplete	\$20,600



L A W N • C A R E

917 St. Paul Avenue
FARIBAULT, MN 55021
612-369-3635 - Jon - Mobile
507-330-2086 - Office

ESTIMATE

March 9, 2022

Keith Walker
City of Faribault
Faribault, MN 55021

RE: City of Faribault – Estimate

Highway 60	\$2,235.00
Highway 21	\$2,600.00
Washington Rec Center	\$1,100.00 (20 x \$55.00)
Soccer Complex Mowing	\$7,888.00 (34 x \$232.00)
Trimming	Included
TOTAL	\$13,823.00

This estimate is good for thirty (30) days from this date. Thank you and I look forward to speaking with you. If you have any questions, please feel free to contact me.

Sincerely,

Jon Klemensen
Hansons Lawn Care

March 8, 2022

To: Keith Walker
City of Faribault Public Works
1200 Belview Trail, Faribault, MN 55021
507-330-4185

From: David A. Soukup, owner
D&S Trucking and Snow Removal
1508 Greenleaf Rd., Faribault, MN 55021
507-269-3248 dsoukup1968@gmail.com

Keith,

I am submitting proposals only for the two areas listed below. Pricing for the maintenance listed below, will be provided by D&S Trucking and Snow Removal for the 2022-2023 seasons (May 1st -October 15th)

This is a pricing proposal for Hwy 60 Right of Way both sides Irving Ave. to Western Ave., in Faribault, MN.

- Lawn mowing \$3400.00 per season, including trimming and garbage/debris removal.

This is a pricing proposal for County Rd. 48 Median/Ditches -Highland to Hwy 60, in Faribault, MN.

- Lawn mowing \$ 5600.00 per season, including trimming and garbage/debris removal.

Thank you in advance for your time and consideration.

Sincerely,

David Soukup, owner, D&S Trucking and Snow Removal

Little's Lawn Care & Snow Removal LLC.

P.O. Box 702
Faribault, MN 55021
507-323-5781

Proposal

Proposal Date: 3/9/2022**Proposal #:** 320**Project:****Bill To:**

City of Faribault Parks Department
208 NW 1st Ave
Faribault MN 55021

Description	Est. Hours/Qty.	Rate	Total
Soccer complex per time	1	375.00	375.00T
Washington Rec. per time	1	75.00	75.00T
hwy 60 ditches per season	1	3,250.00	3,250.00T
county road 48 ditches per season	1	3,100.00	3,100.00T
Spraying of yards, weed control soccer complex per time	1	1,025.00	1,025.00T
Fuel surcharge may vary month to month do to prices at pump price of fuel is 4.00 for gas and 5.00 for diesel at time of this bid.		0.01	0.01
RICE CO Sales Tax		7.375%	577.09
Total			\$8,402.10



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: April 12, 2022
SUBJECT: Approve Quote for Shirts

Background:

Annually, the Parks and Recreation Department requests quotes for shirts for patrons and seasonal staff. This year we requested bids from seven (7) businesses and we received two bids. The low bid was received from Court Sports & More at a cost of \$13,203.90.

Recommendation:

Approve the quote from Court Sports & More for \$13,203.90 to purchase shirts for the Parks and Recreation Department.

Attachments:

1. Quotes for Shirts

Faribault Parks & Recreation 2022 Shirt Order									
Vendor: Court Sports... & More								Total Quote = \$13,203.90	
Phone & Email - 507-451-0567, office@courtsportsandmore.com									
								Total Quantity	Cost
Summer T-Shirts - \$3.90 / 2XL = \$5.90								605	\$2,371.50
Gildan 8000 DryBlend 50/50; Faribault Parks Recreation full front logo									Delivery Date
Color	Y 10/12	Y 14/16	Ad. Small	Ad. Med	Ad. Lg	Ad. XL	Ad. XXL	INK	
Red	12	6	16	10	8	0	0	white	
Royal Blue	50	6	6	4	2	0	0	white	
Kelly Green	24	24	10	10	8	0	0	white	
Yellow	4	10	0	0	0	0	0	black	
Light Pink	0	0	16	10	6	1	0	white	
Gravel	0	0	10	6	4	2	0	pantone 7442U purple	
Lime	0	0	12	9	9	1	0	pantone 3295U teal	
Orange	8	2	6	4	1	0	0	white	
Black	12	16	24	24	12	6	2	white	
Navy	12	16	24	24	12	6	2	white	
Charcoal	12	16	24	24	12	6	2	white	
								Total Quantity	Cost
Leader/Coaches Staff T-Shirts - \$4.40 / 2XL = \$6.40								60	\$268.00
Gildan 8000 DryBlend 50/50; Faribault Parks Recreation full front logo and STAFF on back									Delivery Date
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL			INK	
Forest Green	18	10	10	2	0			white	
Forest Green	2	4	6	6	2			white	
								Total Quantity	Cost
T-Shirts - \$4.30								36	\$154.80
Gildan 64000 Softstyle 4.5 oz 100% ring spun cotton; Faribault Parks Recreation full front logo									Delivery Date
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL			INK	
mint green	10	6	5	1	0			pantone 7442U purple	
iris	6	4	3	1	0			white	
								Total Quantity	Cost
Long Sleeve T-Shirts - \$13.00								36	\$468.00
Gildan 6014 Comfort Colors; Faribault Parks Recreation full front logo									Delivery Date
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL			INK	
topaz blue	14	10	10	2	0			white	
								Total Quantity	Cost
Leaders/Coaches Sweatshirt Hoodies - \$12.25 / 2XL = \$15.25								45	\$554.25
Port & Company PC78H									Delivery Date
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL			INK	
maroon	9	11	8	2	0			white	
sand	3	5	5	1	1			white	

								Total Quantity	Cost	Delivery Date
Safety Camp T-Shirts - \$5.40								50	\$270.00	6/15/22
Gildan Dryblend 50/50 or equivalent; multi-color character on full front and black ink donator list on back										
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL			INK		
ash grey	will send exact sizes end of May									
								Total Quantity	Cost	Delivery Date
Safety Camp Staff T-Shirts - \$3.90 / 2XL = \$5.90								22	\$89.80	6/15/22
Gildan Dryblend 50/50; Safety Camp logo full front										
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL			INK		
sports scarlet red	5	4	5	6	2			black		
								Total Quantity	Cost	Delivery Date
Fun Center T-Shirts - \$3.90								90	\$351.00	06/01/22
Dryblend 50/50 or equivalent; Fun Center full front logo										
	YOUTH Medium	YOUTH Large	Adult Small	Adult Medium	Adult Large	Adult XLG		INK		
sapphire	44	32	12	2	0	0		black		
								Total Quantity	Cost	Delivery Date
FPR Staff Hats (embroidered or badge logo) - \$14.00								70	\$980.00	06/01/22
Richardson Brand										
160 R-Active Visor	color: white							14		
225 Casual Lite Hat	Color: black/white split with FPR badge							8		
112 Trucker	Color: Alternate: White Front / Navy Back with white text on Navy FPR Badge							48		
								Total Quantity	Cost	Delivery Date
Spikefest 2023 - \$3.90 / 2XL = \$5.90								78	\$320.20	07/11/22
Dryblend 50/50 or equivalent; Use Spikefest logo with only text/silhouettes printing										
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL			INK		
Red	10	32	16	12	8			Black		
								Total Quantity	Cost	Delivery Date
FPR Staff - \$9.75 / 2XL = \$11.75 / 3XL = \$13.75								50	\$515.50	5/10/22
Anvil 987 Adult Long Sleeve Hooded T-Shirt, Fairbault Parks Recreation full front logo										
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult 2XL	Adult 3XL		INK		
Navy	1	3	2	1	1	1		White		
Black	2	5	2	4	2	1		White		
Gray	3	7	8	2	3	2		White		

							Total Quantity	Cost	Delivery Date
FFAC Manager T-Shirts - #ST350 = \$6.00							44	\$264.00	05/18/22
"FFAC Logo" 3 inches wide Logo Upper Left Chest, Faribault Parks Recreation logo Center Back, "Manager" 11" inches Top Center Back									
100% Poly Moisture Wicking 3.7-4.0 oz									
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL		INK		
Safety Pink	8	6	4	0			Black		
Carolina Blue	8	6	4	0			Black		
							Total Quantity	Cost	Delivery Date
FFAC Staff T-Shirts - \$9.50 / 2XL = \$11.50							120	\$1,150.00	05/18/22
"FFAC Logo" 3 inches wide Logo Upper Left Chest, Faribault Parks Recreation logo Center Back, "Staff" 11" inches Top Center Back									
Next level Apparel (6010) 50% polyester/25% combed ring-spun cotton/25% rayon jersey, 4.3oz									
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL		INK		
Vintage Red	30	40	25	15	5		White		
							Total Quantity	Cost	Delivery Date
FFAC Staff Tanks - #416100 = \$8.50 / 2XL = \$10.50							120	\$1,030.00	05/18/22
"FFAC Logo" 3 inches wide Logo Upper Left Chest, Faribault Parks Recreation logo Center Back, "Staff" 11" inches Top Center Back									
Badger Sports (#436600) 100% Heathered Poly Racerback Tank									
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL		INK		
RDHT- Red Heather	20	40	35	20	5				
							Total Quantity	Cost	Delivery Date
Muddy Mile (participants) - \$3.90							145	\$565.50	05/18/22
50/50 blend 5.0oz or better "Muddy Mile" 11 inches wide Color Logo front center chest									
	Y 10/12	Y 14/16	AD Small				INK		
Light Tan	60	60	25				Black		
							Total Quantity	Cost	Delivery Date
Muddy Mile (staff) - \$4.40							39	\$171.60	05/18/22
"FFAC Logo" 3 inches wide Logo Upper Left Chest, Faribault Parks Recreation logo upper right chest, "Staff" 11" inches Top Center Back									
	Ad. Small	Ad. Med	Ad. Lg.				INK		
Blaze Orange	12	15	12				Black		
							Total Quantity	Cost	Delivery Date
FFAC Long Sleeve - \$14.00 / 2XL = \$16.00							87	\$1,226.00	05/18/22
"FFAC Logo" 3 inches wide Logo Upper Left Chest, "Faribault Parks Recreation logo Center Back, "Staff" 11" inches Top Center Back									
Next Level Apparel (N6021) 50% Poly, 25% combined ringspun cotton, 25% Rayon Jersey 4.3oz.									
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL		INK		
Vintage Red	30	30	15	8	4		White		

								Total Quantity	Cost	Delivery Date
Racquetball League - \$8.75 / 2XL = \$10.75								35	\$326.25	07/11/22
Gildan 18000 Crew Sweatshirt 50/50. "Racquetball League logo on front, center."										
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL			INK		
Carolina Blue		5	10	10	10			Black		
								Total Quantity	Cost	Delivery Date
Membership Shirts - \$4.75 / 2XL = \$6.75								210	\$1,047.50	07/11/22
Gildan G640 Softstyle short sleeve with "FPR Logo" front and center.										
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL			INK		
Heather Lake Blue	5	15	20	40	25			White		
								Total Quantity	Cost	Delivery Date
Fanny Packs - Staff - \$11.00								100	\$1,100.00	06/01/22
found at BagWorld.com : Style F21912 in charcoal with screenprint FPR in black on front pocket panel										
	Hether Rounded 3 Pockets Fanny Pack							INK		
Charcoal	100							Black		

Faribault Parks & Recreation 2022 Shirt Order									
Vendor: Oak Glenn Gear							Total Quote 20465.40		
Phone & Email 507-451-9310 chelsea@oakglenngear.com									
							Total Quantity	Cost	Delivery Date
Summer T-Shirts							605	\$ 3939.40	6/1/2022
Gildan 8000 DryBlend 50/50; Faribault Parks Recreation full front logo									
Color	Y 10/12	Y 14/16	Ad. Small	Ad. Med	Ad. Lg	Ad. XL	Ad. XXL	INK	
Red	12	6	16	10	8	0	0	white	
Royal Blue	50	6	6	4	2	0	0	white	
Kelly Green	24	24	10	10	8	0	0	white	
Yellow	4	10	0	0	0	0	0	black	
Light Pink	0	0	16	10	6	1	0	white	
Gravel	0	0	10	6	4	2	0	pantone 7442U purple	
Lime	0	0	12	9	9	1	0	pantone 3295U teal	
Orange	8	2	6	4	1	0	0	white	
Black	12	16	24	24	12	6	2	white	
Navy	12	16	24	24	12	6	2	white	
Charcoal	12	16	24	24	12	6	2	white	
							Total Quantity	Cost	Delivery Date
Leader/Coaches Staff T-Shirts							60	\$ 390	5/10/22
Gildan 8000 DryBlend 50/50; Faribault Parks Recreation full front logo and STAFF on back									
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL			INK	
Forest Green	18	10	10	2	0			white	
Forest Green	2	4	6	6	2			white	
							Total Quantity	Cost	Delivery Date
T-Shirts							36	\$ 360	5/25/22
Gildan 64000 Softstyle 4.5 oz. 100% ring spun cotton; Faribault Parks Recreation full front logo									
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL			INK	
mint green	10	6	5	1	0			pantone 7442U purple	
iris	6	4	3	1	0			white	
							Total Quantity	Cost	Delivery Date
Long Sleeve T-Shirts							36	\$ 360	5/25/22
Gildan Comfort Colors; Faribault Parks Recreation full front logo									
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL			INK	
topaz blue	14	10	10	2	0			white	
							Total Quantity	Cost	Delivery Date
Leaders/Coaches Sweatshirt Hoodies							45	\$ 1125	5/10/22
Port & Company PC78H									
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL			INK	
maroon	9	11	8	2	0			white	
sand	3	5	5	1	1			white	

							Total Quantity	Cost	Delivery Date
Safety Camp T-Shirts							50	\$ 500	6/15/22
Gildan Dryblend 50/50 or equivalent; multi-color character on full front and black ink donator list on back									
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL		INK		
ash grey	will send exact sizes end of May								
							Total Quantity	Cost	Delivery Date
Safety Camp Staff T-Shirts							22	\$ 220	6/15/22
Gildan Dryblend 50/50; Safety Camp logo full front									
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL		INK		
sports scarlet red	5	4	5	6	2		black		
							Total Quantity	Cost	Delivery Date
Fun Center T-Shirts							90	\$ 630	06/01/22
Dryblend 50/50 or equivalent; Fun Center full front logo									
	YOUTH Medium	YOUTH Large	Adult Small	Adult Medium	Adult Large	Adult XLG	INK		
sapphire	44	32	12	2	0	0	black		
							Total Quantity	Cost	Delivery Date
FPR Staff Hats (embroidered or badge logo)							70	\$ 1050	06/01/22
Richardson Brand									
160 R-Active Visor	color: white						14		
225 Casual Lite Hat	Color: black/white split with FPR badge						8		
112 Trucker	Color: Alternate: White Front / Navy Back with white text on Navy FPR Badge						48		
							Total Quantity	Cost	Delivery Date
Spikefest 2023							78	\$ 585	07/11/22
Dryblend 50/50 or equivalent; Use Spikefest logo with only text/silhouettes printing									
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL		INK		
Red	10	32	16	12	8		Black		
							Total Quantity	Cost	Delivery Date
FPR Staff							50	\$ 700	5/10/22
Gildan 987 Adult Long Sleeve Hooded T-Shirt, Faribault Parks Recreation full front logo									
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult 2XL	Adult 3XL	INK		
Navy	1	3	2	1	1	1	White		
Black	2	5	2	4	2	1	White		
Gray	3	7	8	2	3	2	White		

							Total Quantity	Cost	Delivery Date
FFAC Manager T-Shirts							44	\$ 505	05/18/22
"FFAC Logo" 3 inches wide Logo Upper Left Chest, Faribault Parks Recreation logo Center Back, "Manager" 11" inches Top Center Back									
100% Poly Moisture Wicking 3.7-4.0 oz									
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL		INK		
Safety Pink	8	6	4	0			Black		
Carolina Blue	8	6	4	0			Black		
							Total Quantity	Cost	Delivery Date
FFAC Staff T-Shirts							120	\$ 1800	05/18/22
"FFAC Logo" 3 inches wide Logo Upper Left Chest, Faribault Parks Recreation logo Center Back, "Staff" 11" inches Top Center Back									
Next level Apparel (6010) 50% polyester/25% combed ring-spun cotton/25% rayon jersey, 4.3oz									
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL		INK		
Vintage Red	30	40	25	15	5		White		
							Total Quantity	Cost	Delivery Date
FFAC Staff Tanks							120	\$1800	05/18/22
"FFAC Logo" 3 inches wide Logo Upper Left Chest, Faribault Parks Recreation logo Center Back, "Staff" 11" inches Top Center Back									
Badger Sports (#436600) 100% Heathered Poly Racerback Tank								PRODUCT IS DISCONTINUED	
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL		INK		
RDHT- Red Heather	20	40	35	20	5				
							Total Quantity	Cost	Delivery Date
Muddy Mile (participants)							145	\$942.50	05/18/22
50/50 blend 5.0oz or better "Muddy Mile" 11 inches wide Color Logo front center chest									
	Y 10/12	Y 14/16	AD Small				INK		
Light Tan	60	60	25				Black		
							Total Quantity	Cost	Delivery Date
Muddy Mile (staff)							39	\$ 253.50	05/18/22
"FFAC Logo" 3 inches wide Logo Upper Left Chest, Faribault Parks Recreation logo upper right chest, "Staff" 11" inches Top Center Back									
	Ad. Small	Ad. Med	Ad. Lg.				INK		
Blaze Orange	12	15	12				Black		
							Total Quantity	Cost	Delivery Date
FFAC Long Sleeve							87	\$1740	05/18/22
"FFAC Logo" 3 inches wide Logo Upper Left Chest, "Faribault Parks Recreation logo Center Back, "Staff" 11" inches Top Center Back									
Next Level Apparel (N6021) 50% Poly, 25% combined ring-spun cotton, 25% Rayon Jersey 4.3oz.									
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL		INK		
Vintage Red	30	30	15	8	4		White		

							Total Quantity	Cost	Delivery Date
Racquetball League							35	\$700	07/11/22
Gildan Crew Sweatshirt 50/50. "Racquetball League logo on front, center."									
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL		INK		
Carolina Blue	5	10	10	10			Black		
							Total Quantity	Cost	Delivery Date
Membership Shirts							210	\$1365	07/11/22
Gildan Softstyle short sleeve with "FPR Logo" front and center.									
	Ad. Small	Ad. Med	Ad. Lg.	Ad. XL	Adult XXL		INK		
Heather Lake Blue	5	15	20	40	25		White		
							Total Quantity	Cost	Delivery Date
Fanny Packs - Staff							100	\$1500	06/01/22
found at BarWorld.com : Style F21912 in charcoal with screenprint FPR in black on front pocket panel									
	Hether Rounded 3 Pockets Fanny Pack						INK		
Charcoal	100						Black		



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: April 12, 2022
SUBJECT: Resolution 2022-072 Accept Donations to Faribault Parks and Recreation Department

Background:

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

This is a request to accept the following donations for the designated areas:

Tommy Allen Scholarship Fund	\$1,925.00
Park Bench Donation	\$1,450.00

Recommendation:

Approve of Resolution 2022-072 Accept Donations to Parks and Recreation Department in the amount of \$3,375.00.

Attachments:

1. Resolution 2022-072 Accept Donations to Parks and Recreation Department

CITY OF FARIBAULT

RESOLUTION #2022-072

ACCEPT DONATIONS TO PARKS AND RECREATION DEPARTMENT

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

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

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

Tommy Allen Scholarship Fund	\$1,925.00
Park Bench	1,450.00

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes Faribault Parks and Recreation Department to accept the donations of \$3,375.00 for the specified funds.

Date Adopted: April 12, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

DONATIONS

<u>Tommy Allen Scholarship Fund</u>	
Spikefest Volleyball Tournament	\$1,900.00
Renee and Ronald Morris	<u>\$ 25.00</u>
Total	\$1,925.00

<u>Park Bench</u>	
Timothy Hallet	\$1,450.00



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: April 12, 2022
SUBJECT: Resolution 2022-073 Approve Street Closures for Mental Health Awareness Walk

Background:

Lynda Devine has contacted me regarding hosting the Mental Health Awareness Walk on Wednesday, May 25, 2022, from approximately 12:00 PM to 1:30 PM. This will require some street closures but barricades will not be used and volunteers will assist with the intersections along the route.

The walk will begin at Buckham West at 19 West Division Street, cross Division Street, proceed north on 1st Avenue NW, west on 3rd Street NW, south on 3rd Avenue crossing Division Street, east on 1st Street SW, north on 1st Avenue SW to Division Street, returning to Buckham West.

Recommendation:

Approve Resolution 2022-073 to intermittently close the listed roads for the Mental Health Awareness Walk on May 25, 2022.

Attachments:

1. Resolution 2022-073 Approve Street Closures for Mental Health Awareness Walk
2. Request

CITY OF FARIBAULT

RESOLUTION #2022-073

APPROVE STREET CLOSURES FOR MENTAL HEALTH AWARENESS WALK

WHEREAS, Rice County Local Advisory Council is sponsoring the Mental Health Awareness Walk on Wednesday, May 25, 2022; and

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

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

NOW, THEREFORE BE IT RESOLVED, that locations will be closed intermittently on May 25, 2022, from approximately 12:00 PM to 1:30 PM to allow for the Mental Health Awareness Walk. The walk will begin at Buckham West at 19 West Division Street, cross Division Street, proceed north on 1st Avenue NW, west on 3rd Street NW, south on 3rd Avenue crossing Division Street, east on 1st Street SW, north on 1st Avenue SW to Division Street returning to Buckham West.

Date Adopted: April 12, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Denise Hansen

From: Paul Peanasky
Sent: Tuesday, March 29, 2022 3:46 PM
To: Denise Hansen
Subject: FW: Friendship House May is Mental health Walk
Attachments: May is MH Walk Route.docx

Another walk

From: Lynda Devine <ldevine@co.rice.mn.us>
Sent: Tuesday, March 29, 2022 3:10 PM
To: Paul Peanasky <ppeanasky@ci.faribault.mn.us>
Subject: Friendship House May is Mental health Walk

Hi Paul

My name is Lynda Devine, I am the coordinator at the Friendship House. My coworker, Mark Wisdorf has retired and he said I should contact you about our annual May is Mental Health Month Walk.

Again this year, we plan on starting and ending our walk at Buckham West. The date for this year's walk is Wednesday May 25, 2022 Walk to begin promptly at 12 noon. I have attached the walk route. Please contact me with any questions,

Thank You!

Regards, Lynda Devine
507/330-2171

The content of this e-mail (including any attachments) is strictly confidential. If you are not, or believe you may not be, the intended recipient, please advise the sender immediately by return e-mail, delete this e-mail and destroy any copies.

May is MH Walk Route

Start at Buckham West

Proceed North

Cross Division St

Proceed to 1st Ave NW

Turn Left 3rd St NW

(Water Station corner of 2nd St NW and 3rd Ave NW)

Cross Division St

Turn left 1st St SW

Turn left 1st Ave SW



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: April 12, 2022
SUBJECT: Approve Memorandum of Understanding with Rice County Regarding Rice County Public Safety Center and Cannon River View Plat

Background:

Staff from the City of Faribault and Rice County have been engaged in discussions about the County's proposed new public safety center project on the former Faribault Foods spray fields site and the City's planned roundabout construction at the intersection of TH 3 and 30th Street NW. The public safety center will be developed through the City's platting and site plan review processes with the County being the Developer and the County has already submitted plat documents for the proposed Cannon River View plat. Prior to the approval of the plat and site plan, which will include a formal development agreement, the City and County have negotiated some terms regarding the development and cost sharing, land swapping and other items as laid out in the attached memorandum of understanding (MOU). The MOU will serve as the basis for the formal development agreement and will be approved by both governing boards prior to the formal platting approvals to document and clarify each parties responsibilities. The terms of the MOU have been previously discussed with the City Council at prior work sessions and the Rice County Board of Commissioners is scheduled to consider the MOU at their regular board meeting on April 12, 2022.

Recommendation:

Approve Memorandum of Understanding with Rice County Regarding Rice County Public Safety Center and Cannon River View Plat Contingent on Approval of the Rice County Board of Commissioners and Authorizing City Staff to Make Minor Changes Necessary to Execute MOU

Attachments:

1. Memorandum of Understanding for Rice County Public Safety Center Development (Cannon River View Plat)

MEMORANDUM OF UNDERSTANDING
for Rice County Public Safety Center Related Improvements

WHEREAS, the County of Rice, acting by and through its Board of County Commissioners, hereinafter referred to as the “County”, and the City of Faribault, Minnesota, acting by and through its City Council, hereinafter referred to as the “City”, have negotiated the general terms and conditions for the cooperation of completing public improvements related to the construction of the new Rice County Public Safety Center; and

WHEREAS, the County and City have reviewed and discussed the proposed public improvements and have developed a preliminary understanding of terms and conditions to proceed with said public improvements; and

WHEREAS, the County and City wish to enter into this memorandum to establish the framework for completing the public improvements of the roadways and public infrastructure, to include the improvements to be made, amount and terms of compensation, and other requirements; and

NOW, THEREFORE, BE IT MUTUALLY AGREED, Rice County does hereby agree to:

- Deed to the City all of Rice County PID 18.19.4.25.001
- Deed to the City all of Rice County PID 18.19.1.75.001 south of the centerline of the City of Faribault Official Map No. 1 – East View Drive
- Deed to the City all of Rice County PID 18.19.1.50.001 south of the proposed right-of-way for the extension of East View Drive east of TH 3
- Dedicate to the City a trail and drainage and utility easements either via plat or separate easement document a width not to exceed 100-feet along the old railroad corridor from the centerline of the City of Faribault Official Map No. 1 – East View Drive to the northern limits of Rice County PID 18.19.1.75.001
- Rice County agrees to dedicate all necessary future public right of way for the extension of East View Drive east of its current proposed terminus as needed to facilitate the construction of a future street extension across the Cannon River as shown on the City of Faribault Official Map No. 1 – East View Drive
- Rice County shall select, contract and manage the construction contract including making payments directly to the selected contractor, and the hiring of a qualified design consultant for the extension of 1st Avenue NW and East View Drive roadway and public utility extensions outside of the City’s separate contract identified as SP 6612-102, SAP 125-010-017, City Contract 2023-04.
- Rice County agrees to cooperate with the City and the property owners at 18295 Faribault Boulevard, in the platting of the property PID 11.19.1.25.004, and dedicating the necessary right-of-way for the City improvement contract identified as SP 6612-102, SAP 125-010-017, City Contract 2023-04.
- Rice County shall select, contract and manage the construction contract including making payments directly to the selected contractor, and the hiring of a qualified design consultant for the design and construction of a regional stormwater basin and storm sewer infrastructure within the public roadways. County shall pay their prorated share of the design and construction of said regional stormwater basin based on a contributing share of acres drained to the basin. County shall also dedicate a public drainage and utility easement over said basin if deemed necessary.

- Rice County agrees to pay for the standard sewer access charge (SAC) and water access charge (WAC) fees for the new public safety center according to the rates and policies in effect at the time of building permit submittal. SAC/WAC units shall be calculated according to the “Police Station” business type category in the City’s adopted classification table found here: <https://metro council.org/Wastewater-Water/Funding-Finance/Rates-Charges/Sewer-Availability-Charge/SAC-Pubs/Appendix-A-SAC-Criteria-for-Commercial-Properties.aspx>
- If deemed necessary to serve the Rice County Public Safety Center and other adjacent land owned by the County identified for future redevelopment, Rice County agrees to pay for all costs related to the design and construction of a public lift station.
- Rice County agrees to acknowledge the City of Faribault as a partner in the development of the Rice County Public Safety Center Development as well as any future development on the surrounding lands served by the street and public infrastructure extensions.
- Rice County agrees in lieu of submitting a cash escrow for development review fees does hereby agree to reimburse the City for costs that would normally be paid from said escrow within 30 days of the City submitting an invoice to the County. City shall invoice the County for eligible expenses no more than monthly.

ALSO, BE IT MUTUALLY AGREED, the City of Faribault does hereby agree to:

- Reimburse the County for the construction costs of the extension of public sanitary sewer and watermain within 1st Avenue NW and East View Drive outside of the City’s separate contract identified as SP 6612-102, SAP 125-010-017, City Contract 2023-04. Said reimbursement shall be on terms and conditions mutually acceptable to the City and County.
- City agrees to quit claim deed to the County all City interest in any excess roadway easements related to the former TH 218 corridor.
- Reimburse the County based on their prorated share of the design and construction of said regional stormwater basin and storm sewer infrastructure within the public roadways based on a contributing share of acres drained to the basin. Said reimbursement shall be on terms and conditions mutually acceptable to the City and County.
- Reimburse the County for all construction oversizing costs of the public infrastructure including public utilities and street costs.
- City agrees to allow the County to dedicate a future public lift station if deemed necessary to the City and said lift station to become the property of the City and be operated and maintained by the City similar to other lift stations in the City. City also agrees to pay a prorated portion of the lift station design and construction costs if said lift station is determined to serve a service area in addition to lands owned by Rice County.
- City of Faribault agrees to acknowledge Rice County as a partner in the redevelopment of any of the parcels deeded to the City by the County.

ALSO, BE IT MUTUALLY AGREED, that said terms of this memorandum of understanding shall be the basis for the drafting and execution of a development agreement between Rice County and the City of Faribault and all other standard development agreement terms not included in this memorandum shall apply.

IN WITNESS OF THE ABOVE, the parties have caused this memorandum of understanding to be executed on the date and year written below.

COUNTY OF RICE

By: _____
Jim Purfeerst, Chairperson Date _____

By: _____
Sara Folsted, County Administrator Date _____

STATE OF MINNESOTA)
)ss
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Jim Purfeerst and Sara Folsted, the chairperson and county administrator, respectively, of the County of Rice.

Notary Public

CITY OF FARIBAULT

By: _____
Kevin F. Voracek, Mayor Date _____

By: _____
Timothy C. Murray, City Administrator Date _____

STATE OF MINNESOTA)
)ss
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Kevin F. Voracek and Timothy C. Murray, the mayor and city administrator, respectively, of the City of Faribault.

Notary Public



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: April 12, 2022
SUBJECT: Resolution 2022-076 Declare Existing Buildings as Surplus Property at 217 Mill Street and 55 Willow Street

Background:

The City has entered into pre-development agreements with two developers for the redevelopment of the former Lockerby and VP Online properties at 217 Mill Street and 55 Willow Street. As part of the pre-development agreements, the City is responsible for the removal of existing structures on the sites and the first step in that process is having the City Council declare the existing buildings as surplus city property so that they can then be removed. The City plans to see if there is any interest in another entity purchasing and removing any of the existing structures and any structures not purchased will then be demolished.

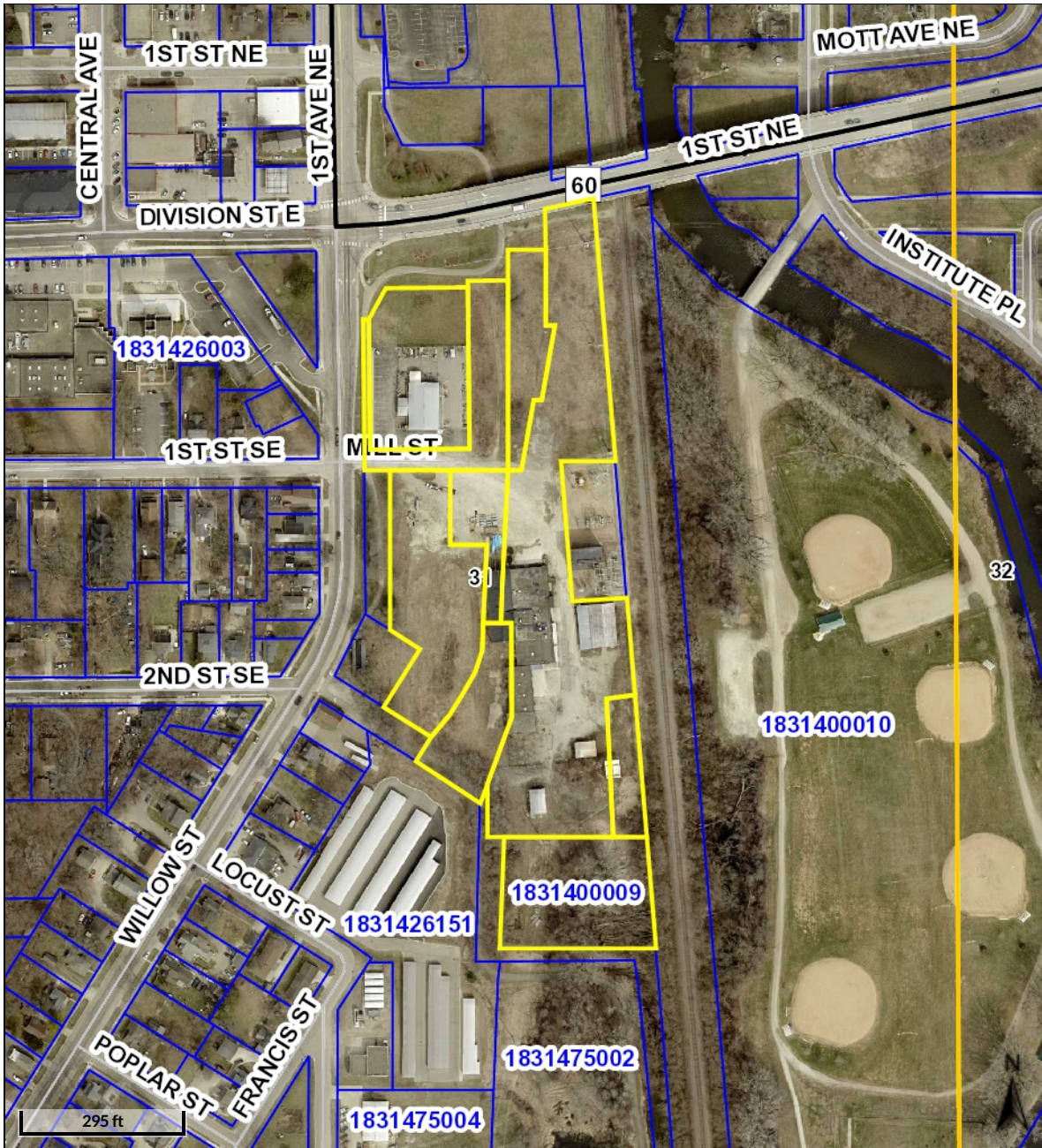
Recommendation:

Approve Resolution 2022-076 Declare Existing Buildings as Surplus Property at 217 Mill Street and 55 Willow Street

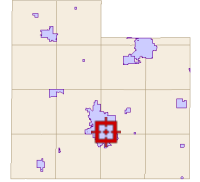
Attachments:

1. Location Map
2. Resolution 2022-076 Declare Surplus Property

55 Willow Street & 217 Mill Street Surplus Buildings



Overview



Legend

-  Townships
-  Sections
-  Parcels
-  Roads
-  Road Numbers

The parcels are the base parcels in Rice County.

Disclaimer: The information in this web site represents current data from a working file which is updated continuously. Information is believed reliable, but its accuracy cannot be guaranteed.

Date created: 4/7/2022

Last Data Uploaded: 4/7/2022 3:53:36 AM

Developed by  **Schneider**
GEOSPATIAL

CITY OF FARIBAULT

RESOLUTION #2022-076

**DECLARE EXISTING BUILDINGS AS SURPLUS PROPERTY AT 217 MILL STREET
AND 55 WILLOW STREET**

WHEREAS, the City owns multiple existing structures located at 217 Mill Street and 55 Willow Street that need to be cleared for a planned redevelopment project, and;

WHEREAS, when City property is deemed to no longer be needed it is to be disposed of in accordance with State Law, and;

WHEREAS, one or more of the buildings on the City-owned property may be suitable for relocation to another property or properties and the City desires to consider that option.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council declares the buildings located on the following City-owned parcels as surplus property that are no longer needed and are to be disposed of in accordance with State Law:

PID 18.31.4.26.001
PID 18.31.4.00.008
PID 18.31.4.00.009
PID 18.31.4.26.073

PID 18.31.4.00.006
PID 18.31.4.00.003
PID 18.31.4.00.004
PID 18.31.4.00.005

ALSO, BE IT RESOLVED, that any revenues generated from the sale of any of the surplus property shall be deposited into the Public Facilities Fund (Fund 437) of the City of Faribault, and if not sold, the surplus property will be disposed of in accordance with State Law.

ALSO, BE IT RESOLVED, that City staff are hereby directed to solicit quotes or proposals for the relocation of the existing buildings on the parcels listed declared as surplus property and any buildings not relocated may be demolished under the same or separate solicitation.

Date Adopted: April 12, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: April 12, 2022
SUBJECT: Approve First Amendment to Developer's Platting Agreement By and Between City of Faribault and McDonough Farms, LLC for Met Con Business Park Second Addition

Background:

The City and McDonough Farms, LLC entered into a Developer's Platting Agreement (Agreement) for the Met Con Business Park Second Addition on July 13, 2021, and recorded on August 31, 2021, as Document No. A743205 in the Office of the Recorder of Rice County, Minnesota. The Agreement laid out terms and conditions for the development including the Developer's share of costs for public infrastructure to serve the development that was to be installed under a City-administered contract and reimbursed to the City by the Developer. During administration of the City contract for the improvements, it was determined to be in the best interest of the City and Developer to have the Developer perform additional work related to the City improvements. The Developer completed said work and the costs for said work shall be deducted from the costs the Developer owes the City per the original Agreement as stated in the attached First Amendment to the Agreement.

Recommendation:

Approve First Amendment to Developer's Platting Agreement By and Between City of Faribault and McDonough Farms, LLC for Met Con Business Park Second Addition and Authorize City Staff to Make Minor Alterations if Necessary in Order to Execute Said Amendment

Attachments:

1. First_Amendment_to_Development_Agreement_MCBP_2nd_Add

**FIRST AMENDMENT TO
MET CON BUSINESS PARK SECOND ADDITION
DEVELOPER'S PLATTING AGREEMENT
BY AND BETWEEN CITY OF FARIBAULT AND
MCDONOUGH FARMS, LLC**

THIS FIRST AMENDMENT TO DEVELOPER'S PLATTING AGREEMENT is made and entered into this __ day of ____, 2022, by and between the CITY OF FARIBAULT, a Minnesota municipal corporation (the "City"), and McDonough Farms, LLC, a limited liability company formed under the laws of Minnesota (the "Developer").

WHEREAS, City and Developer have entered into a Developer's Platting Agreement (the "Agreement") related to the real property which is legally described in Exhibit A, attached hereto, and which bears the date of the 13th day of July, 2021, and recorded on the 31st day of August, 2021, as Document No. A743205 in the Office of the Recorder of Rice County, Minnesota;

WHEREAS, Article 3.09 of the Agreement under Developer Cost Share Responsibilities for Plan B Public Improvements stated "The Developer shall be responsible for a portion of the costs of the Plan B Public Improvements. The Developer shall be responsible for the equivalent length costs for an 8-inch watermain extended from Lot 3, Block 1 to the proposed water main along the south plat boundary as well as 50% of the equivalent costs for an 8-inch water main along the south plat boundary from the existing watermain located on the west side of Acorn Trail to the intersection with the proposed 12-inch watermain running north/south connecting to the water tower site at Lot 3, Block 1. The Developer shall also be responsible for an additional 15% on top of the equivalent construction costs for engineering fee reimbursements. The City shall be responsible for all costs beyond the responsibility of the Developer for the watermain. The Developer's cost share for the Plan B improvements is \$106,455.85.";

WHEREAS, the Developer at the direction of the City completed work related to the Plan B improvements as documented and on file with the City Engineer, not accounted for in the Agreement the total value of which is \$17,047.25.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration hereinafter set forth, the parties hereby amend the Agreement as hereinafter provided:

1. The last sentence of Article 3.09 of the Agreement shall be amended as follows: The Developer's cost share for the Plan B improvements is ~~\$106,455.85~~ \$89,408.60.

2. This First Amendment and any amendments thereto shall be recorded with the Rice County recorder along with the Developer's Platting Agreement.

3. Except as provided in this First Amendment to Developer's Platting Agreement, the Developer's Platting Agreement remains unchanged and in full force and effect.

The remainder of this page is left intentionally blank.

Exhibit A
Legal Description

Outlot A, MET CON BUSINESS PARK SECOND ADDITION, according to the plat herof, on file and of record in the office of the County Recorder, Rice County, Minnesota

Abstract Property

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: _____
Kevin F. Voracek, Mayor

By: _____
Timothy C. Murray, City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Kevin F. Voracek and Timothy C. Murray, the Mayor and City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

DEVELOPER

McDonough Farms, LLC, a Minnesota limited liability company

By: _____
Troy Zabinski
Its: Chief Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Troy Zabinski, Chief Manager of McDonough Farms, LLC, a Minnesota limited liability company.

Notary Public

DRAFTED BY:
City of Faribault
208 NW 1st Avenue
Faribault, MN 55021



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: April 12, 2022
SUBJECT: Accept Quote for Pressure Washing Elevated Tower and Ground Storage Reservoir

Background:

Attached is a quote from Perfect Clean Pressure Washing, LLC, Mankato, MN for pressure washing the elevated water tower and ground storage reservoir of the water distribution system located at 1225 Parshall St. The pressure washing is to remove mold and mildew that has accumulated on the outside of the tanks. Perfect Clean last cleaned in 2017 with satisfactory results. The total cost is \$15,000.00, funding will be provided by the Water Fund (601). Before and after photos of the cleaning process are attached.

Recommendation:

Accept Quote from Perfect Clean Pressure Washing, LLC, Mankato, MN

Attachments:

1. Perfect Clean Quote
2. Tank Pictures



Residential & Commercial

QUOTE

Perfect Clean Pressure Washing, LLC
336 Dolph Rd.
Mankato, MN 56001
(507) 995-7448

DATE: MARCH 18TH, 2022

Attn: Mike Glende
Utilities Superintendent
Department of Public Works
1200 Bellview Trail
Faribault, MN 55021

ESTIMATOR	JOB	PAYMENT TERMS	DUE DATE
Nathan (Owner/Operator)	Service	30 Days from Completion	

QTY	DESCRIPTION	UNIT	LINE TOTAL
	Professionally & thoroughly clean water tower. Remove mold, mildew, and or any type of debris which has built up over time bringing it back to a like new type of state. Mold and Mildew inhibitor will be applied to entire facility. Pricing includes all Materials & Supplies, Insurance (2 Million Policy), and Boom truck.		
	Water Tower		\$8500.00
	PLEASE CALL IF YOU HAVE ANY QUESTIONS		
SUBTOTAL			\$8500.00
			NO TAX
TOTAL			\$8500.00

Quotation prepared by: Nathan Beltz (Owner) **WE ARE FULLY INSURED!!**

This is a quote on the service/services mentioned above. Perfect Clean Pressure Washing, LLC is not liable or responsible for any damages occurred during the cleaning process to products that can be rendered defective if water is applied to them, i.e., certain electrical components. This is the responsibility of the owner to either cover or remove these products prior to the course of the cleaning. Perfect Clean Pressure Washing, LLC is not liable or responsible for any damages occurred to products or materials that have been installed improperly or are defective in any way prior to the course of the cleaning. Perfect Clean Pressure Washing, LLC is not liable or responsible for any products, surfaces or finishes which are dilapidated, degraded or wore to the point in which the cleaning could produce an adverse effect. Payment not received within the terms allotted may be subject to a 10% monthly surcharge.

www.perfectcleanmankato.com

www.facebook.com/PerfectClean32

Thank You for your Business!



Residential & Commercial

QUOTE

Perfect Clean Pressure Washing, LLC
336 Dolph Rd.
Mankato, MN 56001
(507) 995-7448

DATE: MARCH 18TH, 2022

Attn: Mike Glende
Utilities Superintendent
Department of Public Works
1200 Bellview Trail
Faribault, MN 55021

ESTIMATOR	JOB	PAYMENT TERMS	DUE DATE
Nathan (Owner/Operator)	Service	30 Days from Completion	

QTY	DESCRIPTION	UNIT	LINE TOTAL
	Professionally & thoroughly clean 2 million gallon water reservoir. Remove mold, mildew, and or any type of debris which has built up over time bringing it back to a like new type of state. Mold and Mildew inhibitor will be applied to entire facility.		
	Water Reservoir		\$6500.00
	PLEASE CALL IF YOU HAVE ANY QUESTIONS		
SUBTOTAL			\$6500.00
			NO TAX
TOTAL			\$6500.00

Quotation prepared by: Nathan Beltz (Owner) **WE ARE FULLY INSURED!!**

This is a quote on the service/services mentioned above. Perfect Clean Pressure Washing, LLC is not liable or responsible for any damages occurred during the cleaning process to products that can be rendered defective if water is applied to them, i.e., certain electrical components. This is the responsibility of the owner to either cover or remove these products prior to the course of the cleaning. Perfect Clean Pressure Washing, LLC is not liable or responsible for any damages occurred to products or materials that have been installed improperly or are defective in any way prior to the course of the cleaning. Perfect Clean Pressure Washing, LLC is not liable or responsible for any products, surfaces or finishes which are dilapidated, degraded or wore to the point in which the cleaning could produce an adverse effect. Payment not received within the terms allotted may be subject to a 10% monthly surcharge.

www.perfectcleanmankato.com

www.facebook.com/PerfectClean32

Thank You for your Business!







Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: April 12, 2022
SUBJECT: Approve Change Order No. 3 for Water Treatment Plant

Background:

Attached is Change Order No. 3 for (\$20,505.00), which is a deduct change order. Individual items are summarized in the attached change order. The item has been reviewed by the Engineer, Contractor and staff and is recommended for approval. Change Order No. 3 is the final change order for the project.

The original contract for the project was \$9,719,732.00. The approval of Change Order No. 2 revised the contract to \$9,764,252.45. Approval of Change Order No. 3 revises the contract to \$9,743,747.45 (0.25%). Funding for the change order will be provided by the Public Facilities Authority (PFA) loan for the project.

Recommendation:

Approve Change Order No. 3 for Water Treatment Plant

Attachments:

1. WTP Change Order No. 3



Owner: City of Faribault, 208 1st Ave NW, Faribault, MN 55021	Date 3/10/2022
Contractor: Rice Lake Construction Group, 22360 County Road 12, PO Box 517, Deerwood, MN 56444	
Bond Company: Federal Insurance Company 202B Hall's Mill Road, Whitehouse Station, NJ 08889	

CHANGE ORDER NO. 3
Water Treatment Plant
Faribault, Minnesota

Description of Work

The following items are deemed to be necessary to complete the project according to the intended design. In accordance with the terms of this Contract, the Contractor is hereby authorized and instructed to perform the work as altered by the following provisions.

Ref. No.	Item	Unit	Contract Quantity	Unit Price	Total Amount
PR-9	Sanitary Sewer Re-route Cost to re-route the water treatment plant sewer connection to the existing manhole located in 8th Avenue.				\$4,544.00
PR-12	Over-Head Door Power Control Cost to bring power to the chlorine room overhead door.				\$2,990.00
PR-15	Pre-Lube Lines Cost to add pre-lube lines to Well Nos. 1, 3, & 6.				\$6,848.00
PR-16	Demolition of Chemical Feed Building demolition costs for the existing 1 MG ground storage reservoir from the project. Includes cost for demolition of the existing chemical feed building, now being completed by Rice Lake.				(\$66,632.00)
PR-17	Water Softener Receptacle Cost to add a receptacle near relocated water softener system				\$1,107.00
PR-19	Raw Water Piping Modifications Cost for the work required to modify the 24-inch raw water piping, in order to relocate the raw water flow meter				\$39,089.00
WCD No. 2	Filter Face Piping Modification Cost to modify filter face piping and valves				\$5,731.00
WCD No. 5	Well 1 & 3 Modifications Cost to modify Well Nos. 1 & 3 for emergency start up of the wells				\$32,602.00
CR #1	W-13 Water Main Tie-in Cost associated with down time due to 12-inch line being present instead of a 16-inch line.				\$4,021.00
CR #2	Existing Water Main Modifications Cost to isolate 1937 and 1964 piping near the water works building.				\$40,656.00
PR-20	Water Works Site Pipe Removal Credit to leave in place and bulkhead piping at water works site instead of removing piping as shown on plans.				(\$21,000.00)
Allowance	Project Allowance Credit for unbilled computer and utility allowances included in the Contract Documents.				(\$81,738.00)
CR #3	Well No. 6 FCU Modifications Cost to modify layout out of FCU units in well house No. 6 to provide efficient cooling of the well house.				\$3,493.00
WCD No. 4	Receptacle for Chlorine Heater Cost to add receptacle in chlorine gas room to provide power to chlorine gas heaters.				\$1,787.00
CR #4	Filter Media Replacement Cost to replace filter media and prominent pump diaphragms.				\$11,129.00
Coatings	Filter Vessel Shop Welding and Coatings Inspection Credit for shop welding and coatings inspections completed per the contract documents for all four pressure filters.				(\$5,132.00)

Ref. No.	Item	Unit	Contract Quantity	Unit Price	Total Amount
	Original Contract Amount				\$9,719,732.00
	Previous Change Orders				\$44,520.45
	This Change Order				-\$20,505.00
	Revised Contract Amount (including this change order)				\$9,743,747.45

Contract Dates

Substantial Completion Dates

Phase 1: January 4, 2021

Phase 2: May 17, 2021

Phase 3: June 1, 2021

Final Completion Date: February 3, 2022

Recommended for Approval by:

SHORT ELLIOTT HENDRICKSON, INC.

McKenzie Hart

3/10/2022

Date

Approved by Owner:

CITY OF FARIBAULT

Date

Approved by Contractor:

RICE LAKE CONSTRUCTION GROUP

Shawn Close

Digitally signed by Shawn Close
DN: cn=Shawn Close, o=Rice Lake Construction Group, email=Shawn.Close@rice-lake.com, c=US
Date: 2022.03.11 13:45:43 -0500

3/11/2022

Date

cc: City of Faribault

Rice Lake Construction Group

Federal Insurance Company New Jersey

SEH, Inc.



Request for Council Action

TO: Mayor and City Council
THROUGH: Airport Advisory Board
Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: April 12, 2022
SUBJECT: Approve Agricultural Land Lease at Airport

Background:

The agricultural land lease at the Municipal Airport expired at the end of 2021. We are proposing to enter into a 3-year lease for 2022 through 2024. The Airport Advisory Board discussed the lease at their February 16, 2022 meeting and recommended continuing with the same party, John Schulz, who has leased the land for the past nine years, as we have had a good working relationship. Due to the constraints with the land, the board recommends keeping the rate at \$175.00/acre for the next three years. The lease will generate \$12,038.25 annually. A copy of the lease agreement is attached.

Recommendation:

Approve Agricultural Land Lease at Airport

Attachments:

1. Airport Agricultural Land Lease

City of Faribault
Agricultural Land Lease
2022-2024

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

AGRICULTURAL LAND FARM LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 12th day of April, 2022, by and between the City of Faribault, a Municipal Corporation, ("City") and John Schulz, 1574 E. 160th Street, Faribault, MN 55021.

1. Property Description: The City hereby rents to the Tenant in consideration of the rents and promises hereinafter described the following property located in the County of Rice and State of Minnesota, described as follows: (See Exhibit A)

The property contains 68.79 acres, more or less, of tillable agricultural fields as shown on Exhibit A.

2. Term: The term of this lease is for three years commencing on the 1st day of January, 2022 and terminating on the last day of December, 2024.
3. Rent: Rents are to be calculated on the basis of \$175.00 per acre for the cropping years of 2022, 2023 and 2024.
 - a. Tillable acres used for the basis of this document were calculated using the City's Geographic Information System equipment. Any dispute related to the tillable acres shall be determined by mutual agreement between the tenant and the City using sound geographic information procedures.
 - b. The tenant waives any right to withhold rent in any claim against the City.
 - c. Rent shall be paid to the City of Faribault, 208 1st Ave NW, Faribault, MN 55021 and credited to the appropriate accounts.
4. Tenant Responsibility: Tenant shall be responsible for paying or doing the following:
 - a. The tenant shall occupy the premises for agricultural purposes only. The tenant will use normal, customary farming practices in the care and maintenance of the property and, without limiting normal practices, keep the premises free of noxious weeds to the extent possible.
 - b. The tenant agrees to comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, county, and municipal governments regulating the use of the premises.
 - c. The tenant shall allow access to the property by the City and its agents during all reasonable hours for the purpose of examining the property to ascertain compliance with the terms of this lease and for any other lawful purpose including, but not limited to, exhibiting the property for sale.

- d. The tenant shall not remove or move any existing structures or improvements made to the property by the City. The tenant may not store equipment on the property for periods exceeding one week without coordinating such storage with the City.
 - e. The tenant shall pile rocks or other items taken out of any field in areas designated by the City.
 - f. The tenant shall plow back all fields prior to the termination of this lease.
 - g. This lease does not entitle tenant to allow or authorize use of property by any party for recreational purposes (e.g. hunting, ATV riding, etc.)
5. Independent Entities: The City does not retain the tenant as an agent of the City. The tenant does not retain the City as an agent of the tenant. The City shall not provide to the tenant, its agents or employees, any benefits or expenses, including, but not limited to, insurance for liability or property, or ordinary business expenses.
6. Costs associated with this Lease: The City is not responsible for paying any of the tenant's costs associated with this lease, including preparation of the property for farming. The tenant shall pay all costs related to farming the property, including the cost of plowing property back at the end of this lease.
7. Insurance: The tenant shall acquire and maintain property and/or liability insurance adequate for their operations conducted on the property. The tenant shall provide proof of insurance upon request by the City. The tenant, while performing any service or function related to this lease, agrees to indemnify, save and hold harmless, defend the City and all its agents and employees from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the execution or performance of functions provided in accordance with this agreement.
8. Assignment and Subletting Prohibited: Tenant agrees to assign or sublease the premises only with the written consent of the City. If the City does not consent, it may, at its option, terminate the lease.
9. Surrender of Possession: The tenant shall surrender the property to the City in good condition and repair upon termination of the Lease, whether by lapse of time or otherwise.
10. Termination by the City: The City may, after providing 90 days written notice take possession of the property for any purpose deemed in the best interest of the City. The City shall allow the tenant to remove crops with normal, customary farming practices or return all rents paid for the year and compensate the tenant at rates not exceeding the current market rate per acre for any crop planted.

11. Remedy: If the tenant fails to pay the rent when due or fails to perform any of the promises contained in this lease, the City may re-enter and take possession of the property and hold the property without such re-entering working a forfeiture of the rents to be paid by the tenant for the full term of the lease, after furnishing the tenant with a thirty (30) day written notice specifying the default. If default occurs during cropping season, the City of Faribault will harvest any and all remaining crops and apply proceeds to rent payment.
12. Tenant's Default: Rights and remedies of the tenant are cumulative. None shall exclude any other right or remedy allowed by law or other provision of this agreement. In the event of one of the following acts, the tenant shall be in default:
 - a. Tenant fails, neglects, or refuses to pay any installment of rent or any other monies agreed to be paid, as provided in this lease when those amounts become due and payable, and if such failure continues for five (5) days after written notification by the City.
 - b. Any voluntary or involuntary petition or similar pleading, under any section of any bankruptcy act shall be filed by or against the tenant or should any proceeding in a court or tribunal declare the tenant insolvent or unable to pay debts.
 - c. Tenant fails, neglects, or refuses to keep and perform any other conditions of this lease, and if such failure continues for a period of 30 days after written notification by the City.
 - d. Should the tenant make any assignment of any interest in the lease to any entity without the written consent of the City.

In the event of any default or violation of this lease continuing more than 30 days after written notification by the City to the tenant of default, the City may enter into and take absolute possession of the property. Possession of the property in these conditions does not absolute possession of the property. Possession of the property in these conditions does not relieve the tenant of the obligation to pay the rent or abide by other condition of the lease.

In the event of any default or violation of the lease continuing more than 30 days after written notification by the City to the tenant of a default, the City may return any rents paid by the tenant for that year and lease the property to another tenant.

13. Lease Agreement is Binding: This lease agreement shall be binding upon the parties hereto and their heirs, successors and assigns.

14. Notification: Notification related to lease shall be sent to the following addresses:

Tenant: John Schulz
1574 E. 160th Street
Faribault, MN 55021

Owner: City of Faribault
208 1st Ave NW
Faribault, MN 55021

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

CITY OF FARIBAULT


John Schulz

By: _____
Kevin F. Voracek
Mayor

Attest: _____
Timothy C. Murray
City Administrator

Rice, Minnesota

EXHIBIT A

PROGRAM YEAR: 2017

FSA - 578 (09-13-16)

REPORT OF COMMODITIES FARM AND TRACT DETAIL LISTING

RECEIVED

DATE: 6-19-2017
PAGE: 1

Farm Number: 2218

Operator Name and Address

JOHN A SCHULZ
1574 160TH ST E
FARIBAULT, MN 55021-7912

JUN 19 2017

RICE COUNTY FSA OFFICE

Original: _____
Revision: _____
Cropland: 68.79
Farmland: 96.54

Tract Number	CLU/Field	Crop/Commodity	Variety/Type	Irr Prc	Int Use	Actual Use	Land Use	Organic Status	Native Sod	C/C Status	Reporting Unit	Reported Quantity	Determined Quantity	Crop Land	Field ID	Official/Measured	Planting Date	Planting Period	End Date
2304	1	SOYBN	COM	N	GR			C	N	I	A	12.73		Yes			6-1-2017	01	
		Producer JOHN A SCHULZ																	
	19	SOYBN	COM	N	GR			C	N	I	A	9.79		Yes			6-1-2017	01	NAP Unit 866
		Producer JOHN A SCHULZ																	
	24	SOYBN	COM	N	GR			C	N	I	A	2.00		Yes			6-1-2017	01	NAP Unit 866
		Producer JOHN A SCHULZ																	
	30	SOYBN	COM	N	GR			C	N	I	A	6.23		Yes			6-1-2017	01	NAP Unit 866
		Producer JOHN A SCHULZ																	
	39	SOYBN	COM	N	GR			C	N	I	A	17.04		Yes			6-1-2017	01	NAP Unit 866
		Producer JOHN A SCHULZ																	
	43	SOYBN	COM	N	GR			C	N	I	A	13.11		Yes			6-1-2017	01	NAP Unit 866
		Producer JOHN A SCHULZ																	
	45	SOYBN	COM	N	GR			C	N	I	A	5.27		Yes			6-1-2017	01	NAP Unit 866
		Producer JOHN A SCHULZ																	
	47	SOYBN	COM	N	GR			C	N	I	A	2.62		Yes			6-1-2017	01	NAP Unit 866
		Producer JOHN A SCHULZ																	
		FSA Physical Location: Rice, Minnesota																	

PP	Cr/Co	Var/Type	Irr Prc	Int Use	Non-Irr	Irr	PP	Cr/Co	Var/Type	Irr Prc	Int Use	Non-Irr	Irr	PP	Cr/Co	Var/Type	Irr Prc	Int Use	Non-Irr	Irr
01	SOYBN	COM	N	GR	68.79															

Photo Number/Legal Description: SEC 14 & 23 WELLS TWSP

Cropland: 68.79

Reported on Cropland: 68.79

Difference: 0.00

Reported on Non-Cropland: 0.00



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: April 12, 2022
SUBJECT: Approve Task Order No. 12 with Foth for Airfield Lighting Improvements Project at Airport

Background:

Attached is a copy of Task Order No. 12 with Foth (Engineering consultants for the Municipal Airport), for construction administration services for \$45,532.00. The task order includes the scope of services for an airfield lighting improvement project that is included in the approved 2022 Budget and CIP. Under the project, runway lighting will be replaced with LED fixtures, electrical service feed improvements and improvements to the electrical vault will be made.

The task order includes construction administration and observation, testing and project closeout services for the project. These services will be reimbursed under the grant funding for the project at the rate of 90/5/5% Federal, State and Local split. Funding will be provided by the Airport Fund (225).

Recommendation:

Approve Task Order No. 12 with Foth for Airfield Lighting Improvements Project at Airport

Attachments:

1. Task Order No. 12

TASK ORDER NO. 12

For

Foth Infrastructure & Environment, LLC

In accordance with Section 1 of the Agreement between CITY and Consultant for Aviation Planning, Engineering and Surveying Services dated December 23, 2019 ("Agreement"), CITY and Consultant agree as follows:

Specific Project Data

A. Title: **Airfield Lighting Improvements – Construction Phase Services**

B. Description:

The City of Faribault desires to replace improve the airfield lights and airfield signs at the Faribault Municipal Airport. The runway edge lights and taxiway edge lights will be replaced with LED fixtures. The cable that powers the runway edge lights is nearing the end of its useful life and also needs to be replaced. The airfield signs will be upgraded to LED with LED power kits. The wind cone will also be replaced with an LED wind cone. Improvements will also be completed to the room in the hangar that houses the electrical equipment that provide power to the airfield lights and signs. Improvements include a wall with locking door, and a new ceiling. Design work has been completed under a prior task order. This task order provides for the construction observation and administration services for the project.

1. Services of Consultant

See Attachment No. 1 – Scope of Services

2. CITY's Responsibilities

CITY's responsibilities in accordance with Section 3, of the Contract between Owner and Consultant for Professional Services dated December 23, 2019.

3. Times for Rendering Services

<u>Task</u>	<u>Completion Date</u>
Construction Administration	May 2022 – October 2022
Construction Observation	2.5 Week Period between August – October 2022
Project Closeout	November – December 2022

4. Payments to Engineer

The total contract value of this Task Order is **\$45,532** of which the construction administration and observation activities are compensated by Cost Plus Fixed Fee format while the closeout activities are compensated by lump sum format as detailed below.

METHOD OF PAYMENT, DIRECT LABOR COSTS TIMES A FACTOR:

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

Direct Labor	\$ 9,740
Overhead	\$ 16,960
Non-Salary Expenses	\$ 1,152
Subtotal	\$27,852
Fixed Payment	\$ 4,005
Subcontractors	\$ 2,100
Total	\$ 33,957

METHOD OF PAYMENT, LUMP SUM:

The total compensation for **Project Closeout** services identified in Attachment 1, Scope of Services, of this Task Order shall be **\$11,575**.

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

RLP Architects – Construction Services for Improvements to Existing Vault Room

The Effective Date of this Task Order is April 12, 2022.

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

CITY: **City of Faribault**

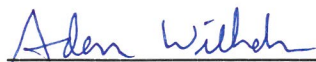
ATTEST:

Kevin F. Voracek, Mayor

Tim Murray, City Administrator

Date: _____

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



Adam Wilhelm, Client Director

Date: 4/6/2022

ATTACHMENT NO.1 - SCOPE OF SERVICES

TASK ORDER 12 Airfield Lighting Improvements Construction Phase Services

The scope of services to be performed by the Consultant includes all detail work, services, materials, equipment and supplies necessary to provide construction phase professional services for the airfield lighting improvements. Construction is anticipated to take place during the later summer/early fall of 2022.

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

TASK A – PROJECT MANAGEMENT

A1.0 PROJECT ADMINISTRATION

A1.1 Project Management and Administration

The Consultant shall be responsible for the development and tracking of the scope of services for the duration of this contract. This includes task identification, staff scheduling and coordination, project communications, monthly progress reporting and invoicing and other important elements of the project. The duration is assumed to be 7 months.

TASK B – CONSTRUCTION ADMINISTRATION SERVICES

B1.1 General Administration of Construction Contract

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

B1.2 Construction Meetings

- a. The Consultant shall conduct a pre-construction meeting after award of construction contract. Meeting attendees will include the Owner, Contractor, FAA Great Lakes Region, any subcontractors, and other interested parties. Meeting agenda will be in accordance with FAA AC 150/5370-12B. Consultant shall provide 10 day advance notice of the pre-construction meeting.
- b. The Consultant shall conduct construction progress meetings during construction. As the project is limited in area and duration it is anticipated that only one progress meeting will be held.
- c. The Consultant will attend the construction progress meeting on-site. The purpose of the meeting is to facilitate open communications between the Owner, Contractor, and all stakeholders. To that end the Consultant shall prepare an agenda, keep record of conversations and decisions made at the construction progress meeting, and distribute minutes to all stakeholders, including the FAA ADO project manager.

B1.3 Site Visit

In conjunction with the construction progress meeting, the Project Engineer shall also visit the construction area to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant shall determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant shall keep the Owner informed of the progress of the work.

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

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

B1.4 Shop Drawings

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

B1.5 Request For Information (RFI)

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

B1.6 Inspections and Tests

Consultant shall have authority, as Owner's representative, to require testing of the lighting components installed during construction. Meg testing of the cable installed is also required at the end of construction. This task includes coordination with FAA flight check for the flight check required to commission the installed runway edge lights, REILs, and PAPIs.

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

Consultant will monitor Contractor compliance with wage and labor requirements as well as DBE participation. Consultant will collect and review weekly payroll submittals from Contractor and all subcontractors. In addition the Consultant will conduct wage rate interviews, using GSA form SF 1445, to support Davis-Bacon monitoring efforts. Any violations discovered, complaints received, or discrepancies observed in DBE participation will be turned over to the Owner for investigation. DBE participation will be observed and recorded in the daily project notes. It is anticipated that 3 weeks of payrolls will be reviewed. Payroll records will be provided to the Owner at the completion of the project, or at intervals during the project as requested.

B1.8 Applications for Payment

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

- a. Consultant shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment shall constitute a representation to Owner, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such work is generally in accordance with the construction contract documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any other qualifications stated in the recommendation). In the case of unit price work, Consultant recommendations of payment shall include final determinations of quantities and classifications of such work (subject to subsequent adjustments allowed by the

construction contract documents).

- b. By recommending any payment Consultant shall not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Agreement and the construction contract documents. Consultant's review of Contractor(s)' work for the purposes of recommending payments shall not impose on Consultant responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It shall also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price as set forth in agreement between Contractor and Owner, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- c. Three (3) applications for payment are anticipated for this project.

B1.9 Change Orders

The Consultant shall issue necessary interpretations and clarifications of the construction contract documents and in connection therewith, prepare change orders as required. Inclusive of this task is the work required to conduct a cost analysis for items that prices are not already established prior to negotiation with contractor on change order pricing. For purposes of this contract, it is estimated that **one (1)** change order will be processed during the construction, along with a final reconciliation of final quantities change order at the completion of the construction contract.

B1.10 Disputes Between Owner and Contractor

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

B1.11 Final Project Inspection

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

B2.0 PROJECT CLOSEOUT SERVICES

Project closeout work to be completed within 60 days following receipt of all documents as detailed in the construction contract documents.

B2.1 Construction Project Closeout

Construction closeout shall include the following items:

- Explanation of liquidated damages (if required).
- Obtaining Contractor Lien Waivers.

- Summary of final contract cost/quantities.
- Preparation of Final Change Order.
- Contractor's Final Statement of Completion - typically submitted as the final payment request.
- Submittal of Project Photographs, Material Testing Results, Special Inspection Results, Submittals.

B2.2 Record Drawings

This task consists of preparation of construction record drawings defining the actual construction. The Consultant shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Project Representative. The Consultant shall provide the Owner with one (1) reproducible copy of the record drawings.

TASK C – CONSTRUCTION OBSERVATION SERVICES

C1.0 RESIDENT PROJECT REPRESENTATIVE SERVICES

Resident Project Representatives shall be Consultant's agent or employee and under Consultant's supervision. The duties and responsibilities of the Resident Project Representative are set forth in Attachment No. 5, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" of the Master Professional Services Agreement, between Authority and Consultant for professional services dated December 23, 2019.

For this project, the services of the Consultant's Project Representative shall be based on part-time observation and the following construction observations visits during construction:

- An average of three site visits every week for 5.0 hours for the duration of the project. It is anticipated the duration of construction will be a maximum of 2.5 weeks.

The visits above result in a maximum of **34 hours** of construction observation. Only 1 staff member from the Consultant or the Consultant's agent will act as the Field representative during construction. In the event further construction observation visits are needed, resident project services shall be provided as further discussed in the "Changes in Scope of Services" section of the contract.

C2.0 CONSTRUCTION SURVEY AND STAKING

Not Required.

C3.0 QUALITY ASSURANCE / CONSTRUCTION MATERIAL TESTING

Not Required.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: April 12, 2022
SUBJECT: Approve Federal Aviation Administration Agreement for Airfield Lighting Project at Airport

Background:

Attached is an agreement with the Federal Aviation Administration (FAA) to provide special flight inspection services for the Airfield Lighting Project at the Airport. Under the agreement, the equipment that is being replaced and upgraded will be checked prior to commissioning the project. The cost of the agreement is \$15,343.02. Funding will be provided by the Airport fund (225).

Recommendation:

Approve Federal Aviation Administration Agreement for Airfield Lighting Project at Airport

Attachments:

1. AC-005107 Faribault MN

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**CITY OF FARIBAULT, MINNESOTA
FARIBAULT, MN**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **City of Faribault, Minnesota** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA-Flight Program Operations and **City of Faribault, Minnesota**.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The purpose of this Agreement between the FAA and the Sponsor is to **provide a special flight inspection of the PAPIs on Rwy 12/30 & a commissioning flight inspection of the REILs/MIRLs on Rwy 12/30 at Faribault Municipal Airport-Liz Wall Strohfus Field (KFBL) Faribault, MN**. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

City of Faribault, Minnesota, Faribault, MN

- B. The FAA will **perform a special flight inspection of the PAPIs on Rwy 12/30 & a commissioning flight inspection of the REILs/MIRLs on Rwy 12/30 at Faribault Municipal Airport-Liz Wall Strohfus Field (KFBL) Faribault, MN.**
- C. The Sponsor will perform the following activities:
1. Provide funding as estimated in Article 7.
 2. Upon signature and payment of agreement, contact Randall Peterson at 405-954-1602 or randall.w.peterson@faa.gov once the site is ready for inspection. You may also call the Oklahoma City Service Center if you have any questions at 405-954-9780.
- D. This agreement is in whole or in part funded with funding from an AIP grant ☒ Yes ☐ No. If Yes, the grant date is: TBD and the grant number is: 3-27-0030-016-2022. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA, Flight Program Operations, Program Support Group, will provide administrative oversight of this Agreement. Shelley Ochs is the Agreement Coordinator and liaison with the Sponsor and can be reached at 405-954-5757 or via email at shelley.d.ochs@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The FAA, Flight Program Operations, Flight Management Group will perform the scope of work included in this Agreement. Henry Frakes is the Manager, Flight Management Group and liaison with the Sponsor and can be reached at 405-954-3955 or via email at henry.frakes@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Michele Mustin who can be reached at 405-954-7879 or via email at michele.d.mustin@faa.gov.

B. Sponsor:

Sponsor: City of Faribault, Minnesota
ATTN: Travis Block, Director of Public Works
Address: 1200 Belview Trail
Faribault, MN 55021-8582
Phone: 507-333-0365
E-mail: tblock@ci.faribault.mn.us

ARTICLE 5. Non-Interference with Operations [RESERVED]

ARTICLE 6. Property Transfer [RESERVED]

ARTICLE 7. Estimated Costs

A. The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
LABOR	
NA	\$0
NON-LABOR	
Flight Inspection	\$14,206.50
Non-Labor Overhead (8%)	\$ 1,136.52
Total Non-Labor	\$15,343.02
TOTAL ESTIMATED COST	\$15,343.02

Detailed Estimate:

Flight Inspection Estimated Cost

	Type	Hours	Inspections	Estimated Cost
<i>Beech Rate \$2,583/hr</i>				
PAPIs on Rwy 12/30	Special			
REILs/MIRLs on Rwy 12/30				
at KFBL	Commissioning	5.5	1	\$14,206.50
	8% Administrative Overhead			<u>\$ 1,136.52</u>
	Total Estimated Cost			\$15,343.02

- B. FAA reserves the right to determine which aircraft will be used for flight inspections. Flight hour rates will be adjusted automatically according to FAA Order 2500.36 (current edition), Application of Flight Hour Rates, or as approved by the Flight Program Executive. The **estimate** is based on rates in effect at the time this Agreement is signed.
- C. Estimated costs contained herein are for planning purposes only and can vary depending on the actual aircraft used, and actual flight hours expended to reach the facility and to accomplish the inspection. As required by regulation, the final bill submitted to the Sponsor will reflect actual hours and costs to Flight Program Operations.
- D. Sponsor will be notified of any necessary deviations or changes to the instrument flight procedure and agrees to negotiate with the FAA to resolve additional reimbursement issues exceeding 10% of the cost estimate, in accordance with Article 9.
- E. FAA flight inspection aircraft may be delayed from scheduled itineraries for unanticipated reasons such as a National Airspace System priority, weather, or unscheduled aircraft maintenance. FAA is not responsible for any additional cost the Sponsor may incur if an inspection must be rescheduled.

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section D of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send an electronic copy of the Agreement to the FAA Agreement Coordinator for FAA signature. The Sponsor will also send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

- C. The Reimbursable Receipts Team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612A
Washington D.C. 20591
Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

City of Faribault, Minnesota
Travis Block, Director of Public Works
1200 Belview Trail
Faribault, MN 55021-8582
507-333-0365
tbblock@ci.faribault.mn.us

- D. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence [RESERVED]

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities; 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Each of which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security [RESERVED]

ARTICLE 21. Ensuring Adequate COVID Safety Protocols [RESERVED]

ARTICLE 22. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

SIGNATURE _____
NAME Michele Mustin
TITLE Contracting Officer
DATE _____

**CITY OF FARIBAULT,
MINNESOTA**

SIGNATURE _____
NAME Timothy C. Murray
TITLE City Administrator
DATE _____

SIGNATURE _____
NAME Kevin F. Voracek
TITLE Mayor
DATE _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Manager
MEETING DATE: April 12, 2022
SUBJECT: Resolution 2022-078 Approve Hiring of Community Services Officers

Background:

Due to promotion and resignation, there is a need to fill Community Services Officer positions within the City of Faribault. The position was posted from February 16, 2022 to March 18, 2022.

Eleven applications were received and reviewed. Six applicants were selected for interviews. The interview panel consisted of Connie Holm, Police Administrative Assistant, Doug Delesha, Community Services Officer Supervisor, Neal Pederson, Police Captain and Kevin Bushard, Human Resources Manager. From those interviews, Macaela Vaale and Madilyn Trupe were selected as the candidates to be recommended for hire.

Resolution 2022-078 recommends Macaela Vaale and Madilyn Trupe be offered employment as the new Community Services Officers for the City. This is a union position and both will be hired at wage Grade E Step 1. Their hire date will be determined upon completion of background.

Recommendation:

Approve Resolution 2022-078, approving the hiring of Micaela Vaale and Madilyn Trupe as Community Services Officers for the City of Faribault.

Attachments:

1. Resolution 2022-078 Approve Hiring of Community Services Officers

CITY OF FARIBAULT

RESOLUTION #2022-078

APPROVE HIRING OF COMMUNITY SERVICES OFFICERS

WHEREAS, the City of Faribault (the "City") presently has vacancies for Community Services Officers that needs to be filled by qualified candidates; and

WHEREAS, the City has posted for and interviewed candidates for the Community Services Officer position within the City; and

WHEREAS, the City Council desires to fill the vacancies for the Community Services Officer position.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Micaela Vaale and Madilyn Trupe shall be extended offers of employment to fill the vacant Community Services Officer positions.

Date Adopted: April 12, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Manager
MEETING DATE: April 12, 2022
SUBJECT: Resolution 2022-080 Approve Hiring of Maintenance Engineer

Background:

Due to a retirement, there is a need to hire a Maintenance Engineer for the City of Faribault. The position was posted from March 10, 2022 to March 25, 2022.

Four applications were received and reviewed for this position. Four applicants were selected for interviews. The interview panel consisted of Paul Peanasky, Parks and Recreation Director, and Kevin Bushard, Human Resources Manager. From those interviews, Allen Twaites was selected as the candidate for recommendation to hire.

Resolution 2022-080 recommends Allen Twaites be offered employment as the Maintenance Engineer. This is a union position and he would be hired at wage Grade E Step 3. His hire date is yet to be determined.

Recommendation:

Approve Resolution 2022-080, approving the hiring of Allen Twaites as Maintenance Engineer for the City of Faribault.

Attachments:

1. Resolution 2022-080 Approve Hiring of Maintenance Engineer

CITY OF FARIBAULT

RESOLUTION #2022-080

APPROVE HIRING OF MAINTENANCE ENGINEER

WHEREAS, the City of Faribault (the "City") presently has a vacancy for a Maintenance Engineer that needs to be filled by a qualified candidate; and

WHEREAS, the City has posted for and interviewed candidates for the Maintenance Engineer position within the City; and

WHEREAS, the City Council desires to fill the vacancy for the Maintenance Engineer position.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Allen Twaites shall be extended an offer of employment to fill the vacant Maintenance Engineer position.

Date Adopted: April 12, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: April 12, 2022
SUBJECT: Approve Hangar Rental Agreement

Background:

The City has received a Hangar Rental Agreement from Brad Maslonka of Prior Lake MN due to a recent vacancy. The lease term expires on December 31, 2023.

Recommendation:

Staff recommends that the Council approve the above referenced Hangar Rental Agreement.

Attachments:

1. Maslonka Hangar Rental Agreement

HANGAR RENTAL AGREEMENT

In consideration of the provisions of this agreement, the City grants to the occupant, and the occupant accepts and takes the right to occupy and use a hangar space located at the Faribault Municipal Airport for aircraft storage. The right to occupy and use hangar space is subject to the terms and conditions of the provisions in this agreement.

This hangar rental agreement is made on: 4-1-2022

by and between the City of Faribault, a municipal corporation (the "City") and the occupant set forth in Section 1 of this agreement (the "Occupant");

SECTION 1 – OCCUPANT

1.1 Occupant Name:

BRAD MASLONKA

Occupant Address:

21070 MONTEREY AVE
PRIOR LAKE, MN 55372

Phone:

952-826-9406

E-Mail (optional)

BRADMASLONKA320@GMAIL.COM

Aircraft Registration No.

N 56834

Referred to as the "Occupant" in this document.

- 1.2 Registered Aircraft Owner/Lessee. The occupant must be a registered aircraft owner or lessee. The occupant must provide the City with a copy of aircraft registration and/or aircraft lease. These documents must be on file with the City prior to occupying a hangar. The occupant must inform the City of any changes in their status as to ownership or lease of an aircraft. From time to time, the City may require occupants to provide copies of their most recent aircraft registration.
- 1.3 Grace Period for Providing Registration/Lease Documentation. An existing hangar occupant must retain a valid aircraft registration or lease document to maintain possession of the hangar. There is an automatic sixty-day grace period for existing occupants to provide current aircraft registration or lease documents to the City. The City may, at its option, grant an additional sixty-day grace period to an existing occupant, if an existing occupant makes a written request and the City approves the request.

SECTION 2 – HANGAR

2.1 Hangar. This agreement is for Hangar # 133, in Building # 3 as identified on the map maintained by the City of Faribault Public Works Department.

2.2 Use of Hangar. The occupant has the right and privilege to use the hangar to store aircraft during the term of this agreement. The occupant's rights and privileges to use the hangar only pertain to aircraft storage and to no other purpose without the prior written consent of the City, except that other items incidental to the use of an aircraft may be stored therein.

It is the intention that the hangar leased pursuant to this agreement shall not be used for commercial purposes. Storage of an airplane owned by, or used in a business, where such use is incidental to the business, shall not be deemed commercial use of the hangar. The occupant may service and maintain occupant's aircraft, but may not service aircraft owned by others in the rented hangar space.

2.3 Hangar Door to be Closed. The occupant is responsible for ensuring the hangar door is closed at all times, except when entering or exiting the hangar. The occupant is responsible for, and holds the City harmless from, any damage or destruction to the door or to the hangar attributable to or caused wholly or partly by the occupant's failure to comply with this provision.

2.4 Condition of the Hangar. The occupant accepts the hangar in the condition existing on the date of this agreement. The City has no obligation to make any alteration, addition or improvement to the hangar.

2.5 Maintenance of the Hangar. The occupant, at occupant's own expense, must maintain the hangar in a safe, non-hazardous, neat, clean, and sanitary condition. No explosive, flammable or hazardous materials shall be stored in the leased hangar, provided, however, that materials incidental to the use and maintenance of the aircraft stored in the hangar may be kept in the hangar in such amounts as are reasonable for the above described purposes. Storage and use of such materials shall, at all times, comply with all federal, state and local laws, ordinances and regulations. Improper handling or disposal of hazardous materials shall be grounds for termination of this agreement.

The city, or its agent, will provide snow removal services to the area of the leased hangar and taxi-ways as close to the leased hangar entrance as possible, but the occupant will be primarily responsible for removal of snow and ice immediately in front of the leased premises.

The occupant is to report any maintenance concerns to the Airport Manager/FBO. If the manager is not available, occupant is to contact: Public Works Department, City of Faribault, 1200 Belview Trail, Faribault, MN 55021, (507) 333-0361, or to another address or telephone number as may be assigned to the responsible department of the City.

- 2.6 Fixtures; Improvements. The occupant cannot attach or install any fixture in the hangar, nor can the occupant repair, reconstruct, enlarge, add to or alter the hangar or any part of the hangar, without prior written consent of the City. Any fixtures or improvements added will be at the occupant's sole expense.
- 2.7 Ownership. The hangar, and all structural repairs, improvements, alterations, or additions made by the occupant, and any fixtures permanently attached to the hangar during the term of this agreement, become and remain the property of the City.

SECTION 3 – PAYMENTS, OTHER OCCUPANT RESPONSIBILITIES

- 3.1 Term. This agreement takes effect on the date hereof, and expires on December 31, 2023. This agreement will automatically renew on a month by month basis, beginning on the first day of month following the expiration date of this agreement, or on other date as described in this agreement. The agreement automatically renews for an unlimited number of additional one-month terms until the agreement is terminated for any of the reasons described in the termination section of this agreement. An additional monthly fee (as provided for in the City's adopted fee schedule) will be assessed after the expiration of this agreement, and until a new agreement is signed.
- 3.2 Payments. The occupant must pay the amount identified in the City's fee schedule to the City on or before the first day of each month. The City Council reviews, revises and adopts the fee schedule annually. So long as payments are received in a timely manner, this agreement will remain in effect. Payments are to be made at the time and place indicated on the monthly billing. Correspondence can be sent to: Public Works Department, City of Faribault, 208 NW 1st Ave, Faribault, MN 55021, and (507) 333-0361. Occupants are responsible for informing the City of any changes in billing address.
- 3.3 Utilities. No utilities may be connected to a hangar, other than electricity provided by the City, unless prior written consent is received from the City. In the case of additional permitted utilities, the occupant is responsible for promptly paying all charges for using utilities. Utilities include, but are not limited to: water, gas, electricity, telephone, rubbish removal, or any other utility used or consumed in connection with or in the hangar during the term of this agreement. The occupant must be able to, within a reasonable time after a request by the City, provide proof of utility payments to the City.

- 3.4 Taxes. Should a determination be made that the interest of the occupant in this agreement is taxable in any way, and should any tax be levied, the occupant is responsible for promptly paying the tax when due. The occupant must be able to, within a reasonable time after a request by the City, provide proof of tax payments to the City.
- 3.5 Mortgages: Assignment. The occupant cannot mortgage, encumber, assign as security, transfer, assign, or sublet their interest in this agreement, in whole or in part, without receiving prior written consent from the City. Violations of this provision will terminate this agreement.

SECTION 4 – CITY OF FARIBAULT RIGHTS, RESPONSIBILITIES

- 4.1 Inspection. The occupant must allow the City access to the hangar, for the purpose of conducting inspections of the hangar to determine whether the occupant is complying with the provisions of this agreement. The occupant may be a party to the compliance inspection; however, the City is not required to notify the occupant nor make any accommodation to the occupant before conducting compliance inspections.
- 4.2 Maintenance. The occupant must allow the City access to the hangar, for the purpose of conducting maintenance on the hangar. The occupant may be a party to access for maintenance purposes; however, the City is not required to notify the occupant of its intent to conduct maintenance.
- 4.3 Access to Aircraft. The City of Faribault will not operate, move, or otherwise change the position of any aircraft. The Fixed Base Operator, or occupant will be contacted to operate, move, or otherwise change the position of any aircraft, if such action is necessary for inspection or maintenance in a hangar. During periods of maintenance and/or inspection of hangars, should the aircraft need to be tied down on the apron, any fees that are or may be in place will be waived.
- 4.4 Residential Through the Fence Access. The City of Faribault will not permit or enter into any arrangements that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport.

SECTION 5 – TERMINATION PROVISIONS

- 5.1 Termination. Either party to this agreement may, at any time and for any reason, terminate this agreement upon thirty days advance written notice to the other party. Billing for final payment will include the last full month (including periods of more than fifteen days).
- 5.2 Default. In the event the occupant defaults in the performance of any provisions of this agreement and the default continues for a period of twenty days after service of written notice of the default by the City on the occupant, the City may repossess the hangar or

any portion of it with or without terminating this agreement. Any such action by the City is done without prejudice to any other remedy for any payments due the City or other breach of agreement provision. In the case of default by the occupant, the City may, at its option, terminate this agreement by giving written notice of the termination. The rights and remedies given to the City are deemed to be cumulative, and the exercise of one cannot be deemed to be an election by the City to exclude the exercise of any other right or remedy at a different time.

- 5.3 Destruction. In the event the hangar is destroyed by any cause, whether natural or man-made, or is rendered unusable for any reason (as determined by the City), this agreement immediately and without further action terminates. In such an event, the occupant is to surrender possession of the hangar to the City. The City is to refund any amounts paid by the occupant as consideration, for the month in which such destruction occurs. The refund is to be equal to the proportion of the number of days in the month following the destruction to the number of days in the month.
- 5.4 Notice of Vacation. Prior to vacating the hangar for any reason, the occupant is to deliver to the City a notice of their intent to vacate the hangar. The occupant understands and agrees that up to five days before vacating the hangar and up to three days after vacating the hangar, the City may conduct vacation inspections to determine whether the occupant has complied with the provisions of this agreement. The occupant may be a party to the vacation inspection; however, the City is not required to make unreasonable accommodations in order to allow the occupant to be present at vacation inspections.
- 5.5 Removal of Items. The occupant cannot, under any circumstances, remove any property belonging to the City, including fixtures attached to and made part of the hangar, from the hangar.
- 5.6 Surrender of Possession. The occupant must peaceably vacate and quietly yield and surrender the hangar upon termination of this agreement. The occupant must surrender the hangar to the City in as good condition and repair as existed the date the occupant began using the hangar, with reasonable wear and tear excepted. Keys issued, as well as any copies that may have been made, must be given to the City upon termination.

SECTION 6 – OTHER PROVISIONS

6.1 Liability provisions; Indemnification; Insurance:

Notwithstanding anything to the contrary in this agreement, the City, its officers, agents, and employees shall not be liable or responsible in any manner to the occupant, occupant's successors or assigns, the occupant's contractor or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this agreement or the performance of this agreement, nor will the occupant make any claim against the City for or on account of any injury, loss or damage resulting from the occupant's property or use thereof. The occupant, and the occupant'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 agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.

The occupant 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 occupant'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 occupant's full indemnification and defense responsibilities contained in this agreement. 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 occupant shall provide the City with a current certificate of liability insurance consistent with these requirements.

The occupant 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 agreement.

- 6.2 Transferring, subletting, selling: The occupant shall not assign, transfer, sublet or sell any interest in this agreement or in the improvements located on the property. Upon termination of this agreement by either party under the provisions of this agreement, the hangar will be made available for rent to interested parties on the waiting list maintained by the Airport Manager. No exceptions to this provision shall be permitted without prior written consent of the City. Failure to obtain prior written consent before assigning, subletting, or selling any interest in this agreement or in the improvements located on this property shall be sufficient grounds for terminating this agreement without obligation of the City to the occupant.
- 6.3 Use of Airport Facilities. The occupant has the privilege of using the public portions of the airport. Use of the airport is under the rules and conditions as now exist or may be enacted in the future by the City, the State of Minnesota, or the United State government. The occupant is subject to customary charges for such use as may be established from time to time by the City.
- 6.4 Compliance with Laws. The occupant agrees to abide by and conform to all laws, rules, and regulations, including future amendments, controlling or affecting the use or occupancy of the hangar.

- 6.5 Discrimination. The occupant, in the use of the Faribault Municipal Airport or any facilities, including the hangar, at the 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. The occupant further agrees to comply with any requirement made to enforce such regulation which may demanded of the City by the United States government under authority of said Part 21.
- 6.6 Civil Rights: Occupant 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 occupant 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.
- 6.7 General Provisions:
- a. Airport Access
- Occupant 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 occupant.
- b. Waiver
- The waiver by City or occupant of any breach of any term of this agreement shall not be deemed a waiver of any prior or subsequent breach of the same term or any other term of this agreement.
- c. Headings
- The headings in this agreement are for convenience in reference and are not intended to define or limit the scope of any provision of this agreement.

d. Entire Agreement; Amendments

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

f. Choice of Law and Venue

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

g. Public Data

City shall use reasonable care to treat matters pertaining to occupant in a confidential manner to the extent permitted by law. This agreement, 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 agreement 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 agreement shall extend to bring the legal representatives, successors and assigns of the parties to this agreement.

j. Relationship of Parties

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

k. Multiple Parties

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

l. Consent and Approvals

Whenever in this agreement 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 agreement 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
208 NW 1st Avenue
Faribault, MN 55021

If to the occupant: BRAD MASLONKA
21070 MONTEREY AVE
PILGRIM LAKE, MN 55372

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 takes effect when it has been approved by the City Council of the City of Faribault or City Council's designated officer, is signed by occupant, and is accompanied by payment of one month's charges and other information, as provided in the agreement.

The term of this agreement begins on the date indicated: _____

CITY OF FARIBAULT:

Dated: _____

By: _____

Kevin F. Voracek
Mayor

Attest: _____

Timothy C. Murray
City Administrator

OCCUPANT:

Dated: 10 MAR 2022

By: Brad J Maslowski
Occupant
BRAD J. MASLOWSKI



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: April 12, 2022
SUBJECT: Resolution 2022-081 Approve Appointments of Committee, Board, and Commission Members

Background:

Currently, the Environmental Commission and the Economic Development Authority each have one vacancy. City Staff have received one application for each of these vacancies. Lee Nordmeyer has applied to serve on the Environmental Commission, if appointed, his term would expire on January 31, 2024. Andrew Smith has applied to serve on the Economic Development Authority, if appointed, his term would expire on January 24, 2023.

Recommendation:

Approve Resolution 2022-081

Attachments:

1. Resolution 2022-081 Approve Appointments of Committee, Board, and Commission Members
2. 2022 Working List - Board and Commission Members
3. Appointment Applications

CITY OF FARIBAULT

RESOLUTION #2022-081

APPROVE APPOINTMENTS OF COMMITTEE, BOARD, AND COMMISSION MEMBERS

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

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

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

<u>Appointee</u>	<u>Board/Commission</u>	<u>Expiration</u>
Andrew Smith	Economic Development Authority	01/24/2023
Lee Nordmeyer	Environmental Commission	01/31/2024

Date Adopted: April 12, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



2022 COUNCIL-APPOINTED BOARD AND COMMISSION MEMBERS

AIRPORT ADVISORY BOARD – Ch. 3, Art. II, City Code of Ordinances (Ord. A-368, 76-09, 95-19, 2021-1); Seven (7) members (a minimum of 5 members who reside or work in the city, and up to 2 residents of the county); Advises the City Council and City Administrator on the construction, improvement, maintenance and operation of the municipal airport, and general aviation activities affecting the community.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Tom Waarvik	02/09/93	3 yrs.	1/31/2023
2. (James) Carl Hooper (county resident)	09/13/01	3 yrs.	1/31/2023
3. Doug Nelson	05/23/17	3yrs.	1/31/2023
4. Mike Brown, Sr.	12/22/09	3 yrs.	1/31/2024
5. (Robert) Pete Johnson	04/27/76	3 yrs.	1/31/2024
6. Stein Bruch	01/25/22	3 yrs.	1/31/2025
7. William Smith	02/12/19	3 yrs.	1/31/2025

- Airport Manager: Gerald Serres
- Meetings: Monthly, third Wednesday at 7:00 a.m., Airport Board Room
- City Staff & Agenda Contact: Travis Block, Public Works Director

JOINT AIRPORT ZONING BOARD (CITY REPRESENTATIVES) – Ch. 3, Art. III, City Code of Ordinances (Res. 2011-016, MN §360.063(3)); In cooperation w/Rice Co, Cannon City Twp., Wells Twp., establishes, administers, and enforces zoning laws for the area surrounding the airport and for the protection of the airport and the public.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Chuck Ackman (Planning Commission Rep)	02/08/11	indefinite	---
2. Tom Waarvik (Airport Advisory Board Rep)	02/08/11	indefinite	---

- Meetings: As Needed, City Hall Public Meeting Room
- City Staff & Agenda Contact: David Wanberg, City Planner
- Board Appointed Chairperson: **OPEN**

CHARTER COMMISSION –Resolution 2011-089. The Charter Commission is responsible for reviewing and revising the City Charter to ensure that it meets all applicable State and Federal laws and meets the needs of the citizens. Appointments made by District Chief Judge.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Kymn Anderson	05/24/11	4 yrs.	12/31/2022
2. Dan Behrens	05/24/11	4 yrs.	12/31/2022
3. Kay Duchene	01/22/19	4 yrs.	12/31/2022
4. John Jasinski	05/24/11	4 yrs.	12/31/2022
5. Pat Rice	05/24/11	4 yrs.	12/31/2022
6. Chuck Ackman	05/24/11	4 yrs.	12/31/2024

7. Daniel Burns	05/24/11	4 yrs.	12/31/2024
8. David Albers	05/23/17	4 yrs.	12/31/2024
9. Tom Spooner (Council rep.)	01/12/21	4 yrs.	12/31/2024

- Meetings: as scheduled (at least once annually)
- City Staff & Agenda Contact: Tim Murray, City Administrator

CHILDREN'S FUND (AQUATIC CENTER) BOARD –Resolution 2003-226; Advises City Council and staff on the Aquatic Center Scholarship fund monies.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Chad Christiansen	02/04/20	3 yrs.	1/31/2023
2. Ken Hubert	03/27/18	3 yrs.	1/31/2024
3. OPEN		3 yrs.	1/31/2025

- Meetings: Annually (and otherwise if needed)
- City Staff & Agenda Contact: Paul Peanasky, Parks & Recreation Director

ECONOMIC DEVELOPMENT AUTHORITY – Enabling Resolution 2016-239 (Res. 86-77, 2001-98, 2005-35, and 2008-015); The EDA has authority to take action on economic development programs for business and industry. The EDA manages tax increment financing districts and multiple grant and loan programs. Its powers are defined by state law.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Mayor Kevin Voracek (Council Rep.)	01/08/19	4 yrs.	1/14/2025
2. Janna Viscomi (Council Rep.)	01/08/19	4 yrs.	1/10/2023
3. Matthew Drevlow	05/23/17	6 yrs.	1/24/2023
4. Andrew Smith*	04/12/22	6 yrs.	1/24/2023
5. Rodney Gramse	02/11/14	6 yrs.	1/28/2025
6. Will Fort*	08/24/21	6 yrs.	1/26/2027
7. David Campbell	01/25/22	6 yrs.	1/25/2028

*Appointed to partial term to fill vacancy due to resignation

- Meetings: Monthly, third Thursday at 7:00 a.m., City Hall Public Meeting Room
- City Staff & Agenda Contact: Deanna Kuennen, Community and Economic Development Director

ENVIRONMENTAL COMMISSION – Ordinance 2020-3. The Commission advises the City Council on environmental issues and opportunities affecting the City while respecting the City's economic and social environments.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Richard Huston	04/14/20	3 yrs.	1/31/2023
2. Emily Nesvold	04/14/20	3 yrs.	1/31/2023
3. Roger Steinkamp	04/14/20	3 yrs.	1/31/2023
4. Lee Nordmeyer	04/12/22	3 yrs.	1/31/2024
5. Sonny Wasilowski	01/26/21	3 yrs.	1/31/2024
6. Katy Anderegg	01/25/22	3 yrs.	1/31/2025
7. Martha Brown	01/25/22	3 yrs.	1/31/2025

- Meetings: Monthly, fourth Monday at 6:00 p.m., City Hall Public Meeting Room
- City Staff & Agenda Contact: David Wanberg, City Planner

HERITAGE PRESERVATION COMMISSION - Ordinance 81-12, 83-05, 85-21, (Ord. 95-19 -7 members)

The Commission advises City Council and staff on issues related to the preservation of the community's cultural, historical and architectural heritage. Must be a City resident (per MN Stat. 471.193, Subd. 5). The Commission is actively involved in a variety of educational efforts that highlight Faribault's past.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Karl Vohs	07/22/08	3 yrs.	1/31/2023
2. David Sauer	01/14/20	3 yrs.	1/31/2023
3. Sam Temple	01/14/20	3 yrs.	1/31/2023
4. Ron Dwyer	02/23/21	3 yrs.	1/31/2024
5. Cori Weems	01/26/21	3 yrs.	1/31/2024
6. Rob Kuhlman	01/25/22	3 yrs.	1/31/2025
7. Lee Nordmeyer	04/14/20	3 yrs.	1/31/2025

- Meetings: Monthly, third Wednesday at 6:00 pm, City Hall Public Meeting Room
- City Staff & Agenda Contact: Peter Waldock, Planning Coordinator

HOUSING AND REDEVELOPMENT AUTHORITY – Resolution 2001-029, MN Statute 469.003; Per State law the HRA handles a variety of housing programs. It also manages public housing units and Robinwood Manor senior housing. Seven members, including one councilmember. Must be a resident of the city. Limited to maximum of three (3) consecutive five (5) year terms for a total of fifteen (15) years.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Jon Wood (Council rep)	01/11/22	1 yr.	1/31/2023
2. Matt Speckhals	04/26/16	5 yrs.	1/31/2024
3. Brendan Kennedy	03/01/15	5 yrs.	1/31/2025
4. Loni Ahlers	02/26/13	5 yrs.	1/31/2026
5. Narren Brown	01/22/19	5 yrs.	1/31/2026
6. Travis McColley	11/09/21	5 yrs.	1/31/2027
7. Travis Kath	02/22/22	5 yrs.	1/31/2027

- Meetings: Monthly, second Monday at 6:00pm, City Hall Public Meeting Room
- City Staff & Agenda Contact: Deanna Kuennen, Community and Economic Development Director

ICE ARENA BOARD (CITY REPRESENTATIVES) MEMBERS - The Ice Arena Board makes decisions regarding maintenance and operation for the Faribault Ice Arena, which is jointly owned by the City, School District, and Hockey Association, which each appoint three members to this board.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Mayor Kevin Voracek (Council rep)	01/11/22	1 yr.	1/31/2023
2. Peter van Sluis (Council rep)	01/11/22	1 yr.	1/31/2023
3. Paul Peanasky (City rep)*	02//22/22	3 yrs.	1/31/2023

*Appointed to partial term to fill vacancy due to resignation

- Meetings: Monthly, 2nd Wednesday at 7:00 pm, Faribault Ice Arena
- City Staff & Agenda Contact: Paul Peanasky, Parks & Recreation Director

LIBRARY ADVISORY BOARD – Ch. 13, Art. II, City Code of Ordinances, MN Statute 134.09; This Board advises the Council and the City Administrator regarding the maintenance and operation of Buckham Memorial Library. The Council appoints six (6) members to the board, who must be city residents. The Rice County Board may appoint one additional (seventh) member, or the Council may appoint a student from a city high school to a 1- or 2-year term as the seventh member of the board.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Travis Davidson	01/24/17	3 yrs.	1/31/2023
2. Gordon Liu*	01/25/22	1 yrs.	1/31/2023
3. Crystal Bauer	09/27/16	3 yrs.	1/31/2024
4. Melissa Kuhl	01/09/18	3 yrs.	1/31/2024
5. Keri Simon	02/23/16	3 yrs.	1/31/2025
6. Jayne Spooner	01/22/19	3 yrs.	1/31/2025
7. Nevaeh Weeg (Student)	01/14/20	1 yr.	1/31/2023

*Appointed to partial term to fill vacancy due to resignation
Jayne Spooner – Board appointed representative to SELCO

- Meetings: Monthly, second Monday at 6:00pm, Buckham Memorial Library
- City Staff & Agenda Contact: Delane James, Library Director

PARK & RECREATION ADVISORY BOARD – Resolution 2021-009; Seven (7) members, plus one (1) student member; This Board advises the City Council and staff on parkland dedication, park improvements, and recreation programs.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Sara Caron (Council rep)	01/11/22	1 yr.	1/31/2023
2. Mike Ross	01/14/20	3 yrs.	1/31/2023
3. Lola Brand	07/14/98	3 yrs.	1/31/2023
4. Sally Kramer	08/23/11	3 yrs.	1/31/2024
5. Mark Fuchs	01/25/22	3 yrs.	1/31/2025
6. Chad Kreager	11/22/05	3 yrs.	1/31/2025
7. Troy Temple	01/22/19	3 yrs.	1/31/2025
8. Henry Schonebaum (Student)	08/25/20	1 yr.	1/31/2023

- Meetings: Monthly, fourth Wednesday at 7:00 p.m., Community Center
- City Staff & Agenda Contact: Paul Peanasky, Parks & Recreation Director

PETER SMITH ADVISORY COMMITTEE – Resolution 86-201; This committee advises the Council and the Parks and Recreation Advisory Board on expenditures from the Peter Smith trust fund for youth recreation programs.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. George Cunniff	02/09/21	3 yrs.	1/31/2023
2. Kyle Murphy *	02/22/22	3 yrs.	1/31/2024
3. Gordon (Duffy) Elleby	02/09/21	3 yrs.	1/31/2025

*Appointed to partial term to fill vacancy due to resignation

- Meetings: Once Annually & As Needed
- City Staff & Agenda Contact: Paul Peanasky, Parks & Recreation Director

PLANNING COMMISSION – Chapter 20, City Code of Ordinances, M.S. § 462.354, subd. 1. (Ord. A-405, 75-2, Ord 95-19 - 7 members); Makes recommendations to the City Council on land use related issues: variances, conditional use permits, subdivisions and zoning changes.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Steve White	12/10/96	3 yrs.	1/31/2023
2. OPEN		3 yrs.	1/31/2023
3. Barton Jackson	01/26/21	3 yrs.	1/31/2023
4. Chuck Ackman	12/22/09	3 yrs.	1/31/2024
5. David Albers	01/13/14	3 yrs.	1/31/2024
6. David Campbell	10/11/16	3 yrs.	1/31/2025
7. Sam Temple	01/14/20	3 yrs.	1/31/2025

- Meetings: First & Third Monday of the month, City Hall, 6:00 pm
- City Staff & Agenda Contact: David Wanberg, City Planner

TOMMY ALLEN YOUTH ENDOWMENT FUND BOARD – Resolution 2003-225 - Advises City Council and staff on the Fund, administers program, determines guidelines to subsidize youth rec programs, and develop fundraising efforts.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Mike Jarvis	01/14/20	3 yrs.	1/31/2023
2. Cindy Griesert	11/08/11	3 yrs.	1/31/2023
3. Sharon Dell	02/14/06	3 yrs.	1/31/2024

- Meetings: Annually (and otherwise if needed)
- City Staff & Agenda Contact: Paul Peanasky, Parks & Recreation Director

TOURISM COMMISSION – Ch. 14, Art. V, City Code of Ordinances (Ord. 2014-014; Res. 2014-218; Ord. 2019-7) - Advises City Council and staff on the Tourism issues and the expenditure of lodging tax funds.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Janna Viscomi (Council Rep)	01/11/22	1 yr.	1/31/2023
2. Lesley Dudley*	01/25/22	3 yrs.	1/31/2023
3. Susan Garwood	11/25/14	3 yrs.	1/31/2023
4. David Connelly	01/14/20	3 yrs.	1/31/2024
5. Ashley Reller	01/26/21	3 yrs.	1/31/2024
6. Heidi Nelson (Agency Rep)	03/27/18	3 yrs.	1/31/2025
7. Miki Orr	03/12/19	3 yrs.	1/31/2025

*Appointed to partial term to fill vacancy due to resignation

- Meeting: Six (6) times (min.) per year, Second Monday of the month, 4:15 pm, City Hall Public Meeting Room
- City Staff & Agenda Contact: Heather Slechta, Assistant to the City Administrator

TREE BOARD – Est. 12/23/2008 - The Board advises the Park/Rec Board on issues related to trees.

	<u>Appointed</u>
1. Ed Bastyr	12/23/08

2. Pat Rice	12/23/08
3. Pauline Schreiber	12/23/08
4. Sally Kramer (Park/Rec Brd rep)	03/12/19
5. Wendy Eckert	01/14/20
6. Susan Erickson	01/14/20
7. Mark Zentner	01/14/20
8. Amanda Theis	01/25/22

- Meetings: as needed
- City Staff & Agenda Contact: Paul Peanasky, Parks & Recreation Director

CHARITABLE GAMBLING ADVISORY BOARD – Ordinance 95-26 (Ord. 89-01) – The Board is made up of representatives of the holders of Gambling licenses. Board makes recommendations to Council on spending City's charitable gambling taxes.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
a) City Council Representative			
a) Sara Caron	01/11/22	1 yr.	1/31/2023
b) American Legion			
a) James Douda	01/26/21	2 yrs.	1/31/2023
b) OPEN		2 yrs.	1/31/2024
c) Bethlehem Academy – Carbone's, Grampa Al's, Country Club			
a) Troy Marquardt	2017	2 yrs.	1/31/2023
b) OPEN		2 yrs.	1/31/2024
d) Divine Mercy School – Signature Bar, Carbone's			
a) Daniel Moyer	05/22/20	2 yrs.	1/31/2023
b) OPEN		2 yrs.	1/31/2024
e) Eagles			
a) Jon Sirek	01-25-12	2 yrs.	1/31/2024
b) OPEN		2 yrs.	1/31/2024
f) Elks			
a) Mike Donkers	06/08/21	2 yrs.	1/31/2024
b) OPEN		2 yrs.	1/31/2023
g) Faribault Hockey Association – Depot, Bashers, Joe's, Carbones			
a) Rick Caron	09-13-11	2 yrs.	1/31/2024
b) OPEN		2 yrs.	1/31/2023
h) Faribault Wrestling Club – J&J Bowling Center			
a) Jason Tobin	08-28-07	2 yrs.	1/31/2024
b) OPEN		2 yrs.	1/31/2023
i) Knights of Columbus			

a) Peter Dodge	01-09-18	2 yrs.	1/31/2024
b) OPEN		2 yrs.	1/31/2023
j) Moose			
a) Horace Vigesaa	02/23/21	2 yrs.	1/31/2024
b) Schwichtenberg, David		2 yrs.	1/31/2023
k) Morristown Fire Relief - Our Place on 3 rd			
a) Terry Meschke	03/12/2019	2 yrs.	1/31/2024
b) Johnathan Chmelik	06/08/2021	2 yrs.	1/31/2023
l) Defeat of Jesse James Days Committee – Corks and Pints			
a) Sheila Radtke	03/12/19	2 yrs.	1/31/2023
b) OPEN		2 yrs.	1/31/2023
m) Faribault Youth Rotary Services – Boxer's			
a) Brenda DeMars	06/08/21	2 yrs.	1/31/2023
b) Chad Koepke	06/08/21	2 yrs.	1/31/2023
- Meetings: Quarterly (3rd Wednesday of February, April, August, November) - City Staff & Agenda Contact: Heather Slechta, Assistant to the City Administrator			

Heather Slechta

From: noreply@civicplus.com
Sent: Tuesday, March 8, 2022 8:55 PM
To: Heather Slechta
Subject: Online Form Submittal: Boards and Commissions Application

Boards and Commissions Application

Select the Board,
Commission or Committee
you wish to apply for

Environmental Commission

First Name Lee

Last Name Nordmeyer

Address1 532 1st St NW

Address2 *Field not completed.*

City Faribault

State MN

Zip 55021

Phone Number

Email

Occupation Machine Technician Packaging Dept. Faribault Foods

List the day and hours you
are available for meetings Mon., Tues., Thur., 6:00-8:00

Are you currently serving on
other Boards, Commissions,
or Committees? Yes

If yes, which one(s)? Historical Preservation Committee

Have you served on a
Board, Commission or
Committee before? *Field not completed.*

If yes, which one(s)? *Field not completed.*

Please list your reasons for your interest to serve on this board or commission

I simply see climate change as being the single most problem for our species now and in our future.

Please list your experience or expertise you can provide if appointed

I would bring my interest in City government and a desire to act upon the negative effects of global change in my world of Faribault MN. My actions may help others to become concerned and volunteer themselves.

I could help the Environmental Commission change perceptions that others may have about Global Warming. The perceptions that global warming is not real, that there is nothing I can do to reduce my global footprint, that the problem is someone else's to correct not mine. The problem is ours!

Educating and showing others the Value that will be gained by acting is likely the best outcome this commission can attain.

The value shown can be a groundswell method used to speak to schools, civic organizations, business people, and City leaders. The commission having a concise agenda can closely help advise the City Council. A better understanding of issues may help the City Council act quickly.

The commission, by getting people educated, will draw others to help. We will find a new volunteer resource in this group.

Our commission has little monetary influence. One action then should be to research and promote the incentives and programs that the State and Federal Governments offer. We must be an advocate for ourselves and our world.

One group can change a direction if they are herd.

Personal Reference 1

Personal Reference 2

Email not displaying correctly? [View it in your browser.](#)

Heather Slechta

From: noreply@civicplus.com
Sent: Monday, March 7, 2022 7:03 AM
To: Heather Slechta
Subject: Online Form Submittal: Boards and Commissions Application

Boards and Commissions Application

Select the Board,
Commission or Committee
you wish to apply for

Economic Development Authority

First Name Andrew

Last Name Smith

Address1 15765 Acorn Trail, Faribault, MN 55021

Address2 *Field not completed.*

City Faribault

State MN

Zip 55021

Phone Number

Email

Occupation CEO

List the day and hours you
are available for meetings As needed by the EDA

Are you currently serving on
other Boards, Commissions,
or Committees? Yes

If yes, which one(s)? Trystar Board of Directors

Have you served on a
Board, Commission or
Committee before? Yes

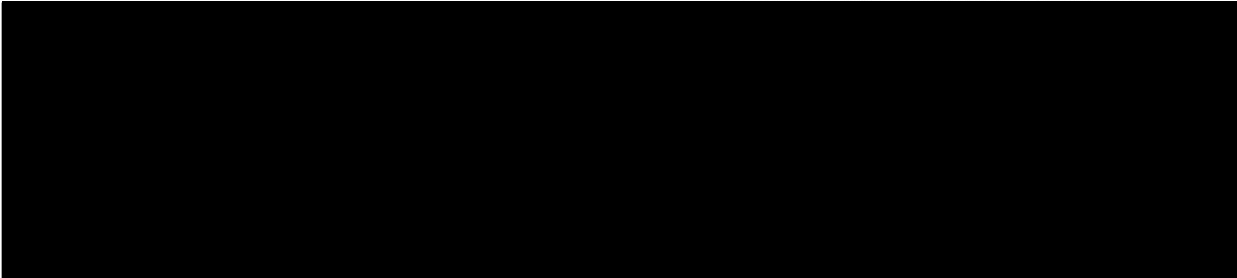
If yes, which one(s)? Trystar Board of Directors

Please list your reasons for your interest to serve on this board or commission

Industry input to help shape the mission of the Faribault EDA actions and activities. Trystar is a rapidly growing part of the Faribault community and would like to help the EDA continue to support that growth and the growth of other businesses in Faribault.

Please list your experience or expertise you can provide if appointed

- I have experienced first-hand the opportunity and challenges of trying to grow a business in Faribault
- I have had roles in most functional areas of a company (quality, IT, manufacturing, engineering, marketing, sales leadership) in addition to extensive experience in overall business leadership so expect I can provide ideas and insight on most activities the EDA would be involved with.



Email not displaying correctly? [View it in your browser.](#)



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: April 12, 2022
SUBJECT: Approve Consent to Improvements with Xcel Energy for Kwik Trip Pond Improvements

Background:

Previously, Kwik Trip approached the City Council about purchasing a drainage easement on City land adjacent to their proposed new convenience store at the intersection of 2nd Avenue NW and 20th Street NW to construct their necessary stormwater management basin. The City and Kwik Trip will execute said easement and related compensation as part of the platting development agreement process for the new store site. A portion of the proposed stormwater basin on the City-owned land will also be within an existing easement controlled by Xcel Energy. Kwik Trip has received approval from Xcel to construct said stormwater basin within a portion of the Xcel easement and part of that approval requires the owner of the improvements (Kwik Trip) and the owner of the land (City) to execute a consent to improvements agreement with Xcel a copy of which is attached.

Recommendation:

Approve Consent to Improvements with Xcel Energy for Kwik Trip Pond Improvements and Authorize Staff to Make Minor Changes As Necessary to Execute Consent Agreement

Attachments:

1. Consent to Improvements

(RESERVED FOR RECORDING DATA)

RETURN TO: Xcel Energy Siting & Land Rights, Seth Wight 414 Nicollet Mall, 06 Minneapolis, MN 55401

CONSENT TO IMPROVEMENTS

Line No. 0705 Kwik Trip Inc. & The City of Faribault

THIS CONSENT TO IMPROVEMENTS (this "Consent"), dated the _____ day of _____, 2022, is made by and between Kwik Trip Inc. and the City of Faribault a municipality of the State of Minnesota, their heirs, successors, and assigns ("Requestor") and Northern States Power Company, a Minnesota Corporation, herein referred to as "Xcel Energy", having an office and place of business in the City of Minneapolis, County of Hennepin, State of Minnesota.

WITNESSETH

WHEREAS, Xcel Energy obtained certain rights to construct and maintain facilities for the distribution and transmission of electrical energy in, over and across the following described property owned by Requestor (the "Premises"), by that document dated March 16th, 1992 and recorded on June 2nd, 1992 in Volume 21, page 93, as Document No. 6219 and by that document dated January 20th, 1987 and recorded on January 22nd, 1987 in Book 97 of MR, page 491-492 as Doc No. 316656. (the "Easement").

Premises:

Lot 3, Block 1, FWF Addition and Lot 2, Block 1, FWF Addition, City of Faribault, Rice County, Minnesota now known as Lot 1, Block 1, Kwik Trip 793, City of Faribault, Rice County, Minnesota

Torrens Certificate No. 13155.0 and 13156.0.

And

Part of the Northwest Quarter of the Northeast Quarter of Section 30, Township 110 North, Range 20 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, described as follows: Beginning at the Northwest corner of said Northwest Quarter of Northeast Quarter; thence South 89 degrees 44'13" East, assumed bearing, along the North line of said Northwest Quarter of Northeast Quarter, 392.02 feet, said point also being in the easterly line of the abandoned Chicago and

Northwestern Transportation Co. right of way to the true point of beginning of the parcel to be herein described; thence South 0 degrees 45'00" West, along said easterly right of way line, 179.06 feet; thence southerly, along said easterly right of way line, on a curve, concave easterly (curve data: Radius = 1398.07 feet; delta angle = 2 degrees 50'39"; chord bearing and distance=South 0 degrees 40'19" East, 69.39 feet), an arc distance of 69.40 feet; thence continue along said easterly right of way line on said curve, concave easterly (curve data: Radius=1398.07 feet; delta angle=12 degrees 58'45"; chord bearing and distance=South 8 degrees 35'01" East, 316.03 feet), an arc distance of 316.70 feet; thence North 89 degrees 44'13" West, 152.98 feet; thence North 0 degrees 45'00" East 560.72 feet; thence South 89 degrees 44'13" East, along the North line of said Northwest Quarter of Northeast Quarter, 100.00 feet to the point of beginning and there terminating.

WHEREAS, Requestor has applied to Xcel Energy for permission to use a portion of the Easement for commercial development purposes, hereinafter referred to as (the "Easement Area"). The Easement Area affected by this Consent is shown on Exhibit "B", attached hereto.

NOW THEREFORE, in consideration of the promises exchanged herein, the parties for themselves and their respective successors and assigns agree as follows:

1. Xcel Energy consents to Requestor's use of the Easement Area for the purposes described in Exhibit "A", attached hereto and made a part hereof, subject to Requestor's strict compliance with the terms set forth herein.
2. The Requestor acknowledges that it has inspected the Easement Area and determined it to be suitable for the uses described in Paragraph 1 above. Requestor agrees that it is not relying on any oral or written representation of Xcel Energy concerning the Easement Area (including but not limited to dimensions, soil conditions, environmental conditions, and municipal restrictions, or use by adjoining or third parties).
3. No future work shall be conducted on the Easement Area until Requestor has received written approval from Xcel Energy. As a condition to approval, Requestor shall submit detailed plans of the work and a description of work procedures. Xcel Energy's approval of any work or work procedures merely indicates its consent to the proposed activities and does not constitute a representation or warranty concerning the suitability, prudence, effectiveness, or propriety of the proposed activities.
4. Requestor agrees that within thirty (30) days of Xcel Energy's submittal of an invoice, Requestor shall reimburse Xcel Energy for its reasonable expenses to review any request for work (including but not limited to costs for administrative review, engineering and field inspection).
5. Prior to commencing work, Requestor shall designate a representative who will supervise the work, be present during all work, and be authorized to control and, if necessary, suspend the work.
6. Requestor shall immediately suspend its work if requested by Xcel Energy. If suspension is required due to Requestor's failure to strictly comply with the terms of this Consent, upon such suspension the parties shall consult in an effort to cure such noncompliance so that the Requestor may resume its activities.
7. Requestor shall not at any time use or store any pollutant or hazardous material within the Easement Area and shall at all times maintain the Easement Area in a safe and lawful condition.
8. Requestor shall, at its sole cost and risk, obtain all permits, consents or approvals required for its occupancy and use of the Easement Area. Upon Xcel Energy's request, Requestor shall provide evidence reasonably satisfactory to Xcel Energy that all required consents or permits are in force for Requestor's use of the Easement Area.

9. As part of Xcel Energy's business operations, Xcel Energy shall have the right, at any time and without liability or compensation to Requestor, to use the Easement Area to install, use, repair, maintain, relocate or remove facilities that presently exist or may in the future be located within the Easement Area.
10. LIMITATION OF LIABILITY; INDEMNITY. Requestor shall indemnify, defend and hold Xcel Energy, its agents, employees, and affiliates harmless from any cost, liability, damage, loss, claim, action or proceeding whatsoever for injury to persons (including death) or damage to property which may arise from or be claimed to have arisen from Requestor's exercise of the rights granted in this Consent. Requestor, on behalf of itself, its successors, assigns, and representatives, hereby releases Xcel Energy from any liability for damages incurred by Requestor, its successors, assigns, representatives, employees, agents, or those under its control arising from (1) Xcel Energy's use and improvement of the Easement Area for its business purposes, (2) the existing condition of the Easement Area, (3) Xcel Energy's future installations, (4) Xcel Energy's actions reasonably necessary to protect its property during emergency conditions, or (5) Xcel Energy's exercise of its rights to remove improvements, grading or other work installed within the Easement Area by or on behalf of Requestor without Xcel Energy's prior approval.
11. Unless otherwise provided for as part of the conditions for approval, throughout the time Requestor is conducting work on the Easement Area, Requestor shall insure that any contractor conducting said work shall maintain and provide evidence to Xcel Energy of insurance coverage at least equivalent to the following or Requestor shall provide, at Requestor's expense, the following coverage:
 - a. Worker's Compensation at statutory limits with Employers Liability coverage of at least \$100,000 limits if such party is at any time during the term of this Consent subject to the requirements of any applicable law governing worker's compensation.
 - b. Comprehensive General Liability Coverage, (including blanket contractual liability) against claims for bodily injury, death and property damage, including environmental damage, arising out of such party's operations, affording combined single limit protection of One Million Dollars (\$1,000,000) with respect to personal injury or death and property damage, including environmental damage.

All policies shall be endorsed to (1) name Xcel Energy its directors, officers, employees and affiliates as additional insured with respect to any and all bodily injury and/or property damage, and (2) to require thirty (30) days written notice be given to Xcel Energy prior to any cancellation or material changes in the policy.

[The balance of the page is left intentionally blank]

N WITNESS WHEREOF, the parties have caused this Consent to be executed on the date aforementioned.

Kwik Trip Inc.,

By: _____

It's:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____,

(Stamp)

Notary Public

My Commission Expires: _____

By: _____
It's: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____.

Notary Public
My Commission Expires: _____

Peter D. Gitzen, Manager
Siting & Land Rights
Xcel Energy Services Inc.
an Authorized Agent for
Northern States Power Company

Notary Public
My Commission Expires: _____

Page 159 of 256



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Department
MEETING DATE: April 12, 2022
SUBJECT: Approve Facility Use Agreement with Rotary Club

Background:

In 2021, the Parks and Recreation Department worked with the Rotary Club to create a community garden on the property at 1740 Willow Street. This was a one-year agreement between the Rotary Club and the City. Due to the possibility of development of this property, we looked at nine alternate sites within the City for a new location for the garden. This list was reduced to six sites and then we toured the sites with representatives from the Rotary Club.

After reviews and discussions, it was determined that the best site for the community garden would be north of the Faribault Family Aquatic Center in North Alexander Park. The Rotary Club and the Parks & Recreation Department would like a one-year agreement for a trial run with an automatic three-year renewal if this site is compatible.

Recommendation:

Approve a one-year agreement with the Rotary Club to create a community garden north of the Faribault Family Aquatic Center in North Alexander Park with an automatic three-year renewal if the site is agreeable with all parties.

Attachments:

1. Facility Use Agreement
2. Community Garden Map



Facility Use Agreement

Lessor:

City of Faribault, Minnesota

Lessee:

Faribault Rotary Club

Both parties consent to the proposed lease agreement highlighted below to take effect immediately. This agreement will bind the respective parties to the outlined terms until the said agreement is dissolved or the date of the agreement has expired.

This is an agreement between the City of Faribault, hereinafter referred to as “Lessor”, and the Faribault Rotary Club, hereinafter referred to as “Lessee”.

Purpose: The purpose of this Facility Use Agreement is to allow Lessee ability to conduct a Community Garden at 1830 Alexander Drive, Faribault, MN.

Lease Conditions:

1. Lessee will use the designated area as agreed upon by Lessee and Lessor.
2. Lessee will return the grounds to the same level of cleanliness, keeping the area free of litter and debris, as they originally found it after each use.
3. Lessee will be responsible for any damages done to grounds or property during operation and/or use.
4. Lessee shall indemnify the Lessor of any and all liability claims made against Lessee resulting from any activities sponsored by Lessee.
5. Lessee shall be responsible for privately obtaining and maintaining program and activity liability insurance of no less than one million dollars for all Lessee activities and participants.
6. Lessee agrees to schedule events during regular park hours and avoid use of said property after those hours.
7. Lessor shall not be held responsible for any property damages or losses, personal illness, injury or death occurred during or in-relation to Lessee sponsored events held on said property.
8. This agreement covers the period of time from the date signed until December 31, 2022.

City of Faribault (Lessor),

Faribault Rotary Club (Lessee),

Representative

Representative

Date Signed

Date Signed





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: April 12, 2022
SUBJECT: Resolution 2022-082 City of Faribault's Position Statement Opposing Significant Commercial/Industrial Development Outside of City Limits

Background:

At the April 5, 2022 City Council Work Session, the City Council reviewed a draft position statement opposing significant commercial and industrial development outside of the city limits. While the City has no control of land use decisions outside of the city limits, the City Council agreed that it was imperative to clarify the importance of orderly growth. The position statement reiterates the City's desire to support staged growth that is properly served in order to protect the public's health, safety, and welfare. The position statement also expresses that the extension of municipal infrastructure is prohibited outside of city limits.

Recommendation:

Approve Resolution 2022-082 City of Faribault's Position Statement Opposing Significant Commercial/Industrial Development Outside of City Limits.

Attachments:

1. Resolution. 2022-082 City of Faribault Position Statement Opposing Significant Commercial and Industrial Development Outside of City Limits

CITY OF FARIBAULT

RESOLUTION #2022-082

CITY OF FARIBAULT'S POSITION STATEMENTS OPPOSING SIGNIFICANT COMMERCIAL/INDUSTRIAL DEVELOPMENT OUTSIDE OF CITY LIMITS

WHEREAS, Rice County's 2040 Comprehensive Plan guides an area north of County Road 9 along both sides of Interstate Highway 35 for future commercial/industrial use (see Exhibit A); and

WHEREAS, Rice County has approved a zoning text amendment to create a new zoning classification Rural Industrial to support industrial development outside of areas with municipal infrastructure; and

WHEREAS, before Rice County adopted its 2040 Comprehensive Plan, the Mayor, on behalf of the City Council, sent a letter to the Rice County Commissioners, dated April 13, 2021 (see Exhibit B), expressing the City Council's support for logical and sequential development within the city limits and the City's staged growth area (see Exhibit C); and

WHEREAS, the letter further stated that if the City's staged growth area is developed over time, the City could support commercial and industrial development north of County Road 9 if the property is annexed into the City and served by municipal sewer and water; and

WHEREAS, Rice County's 2040 Comprehensive Plan does not outline a specific program for providing the area guided for commercial/industrial use with sewer and water infrastructure; and

WHEREAS, Bridgewater Township has applied for rezoning of a portion of the Township to Rural Industrial that includes 12 parcels (over 470 acres, as shown on Exhibit D); and

WHEREAS, Bridgewater Township and Forest Township entered into a joint powers agreement to provide sewer and water infrastructure to serve the area in the Towns guided for commercial/industrial use; and

WHEREAS, the Townships have explored the possibility of serving future commercial/industrial uses in the towns with onsite sewage treatment or requesting approval to connect the future commercial/industrial uses to the

City of Faribault and/or the City of Northfield wastewater treatment plants;
and

WHEREAS, the City Council held a work session on March 1, 2022, to discuss future pressures to extend municipal utility services outside of city limits, the negative consequences extensions without annexation would, and formal means to clarify the City's position on extension of municipal utility service outside the city limits; and

WHEREAS, the City Council further reviewed and discussed the importance of orderly growth and their position on significant commercial and industrial development outside of city limits at a work session on April 5, 2022; and

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

Section 1. City Council Position Statements.

1. The City Council directs City Staff to prepare an amendment to Sec. 28-26 of the City Code of Ordinances to prohibit water service to properties outside the city limits.
2. The City Council directs City Staff to prepare an amendment to Sec. 28-156 of the City Code of Ordinances to prohibit sanitary sewer service to properties outside the city limits, except for a sanitary sewer district comprised of developed lakeshore.
3. It is not in the best interest of the public's health, safety, and welfare to allow significant commercial and industrial development outside of municipal boundaries. Significant commercial and industrial development should be located in a city and served by city sewer, water, and other services.
4. Allowing significant commercial and industrial development to occur with onsite sewer and water facilities is premature and is not in the best interest of the public's health, safety, and welfare.

Section 2. 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 3. 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.

Section 4. Effective Date. This resolution is effective immediately upon its passage and without publication.

Date Adopted: April 12, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A Rice County 2040 Future Land Use

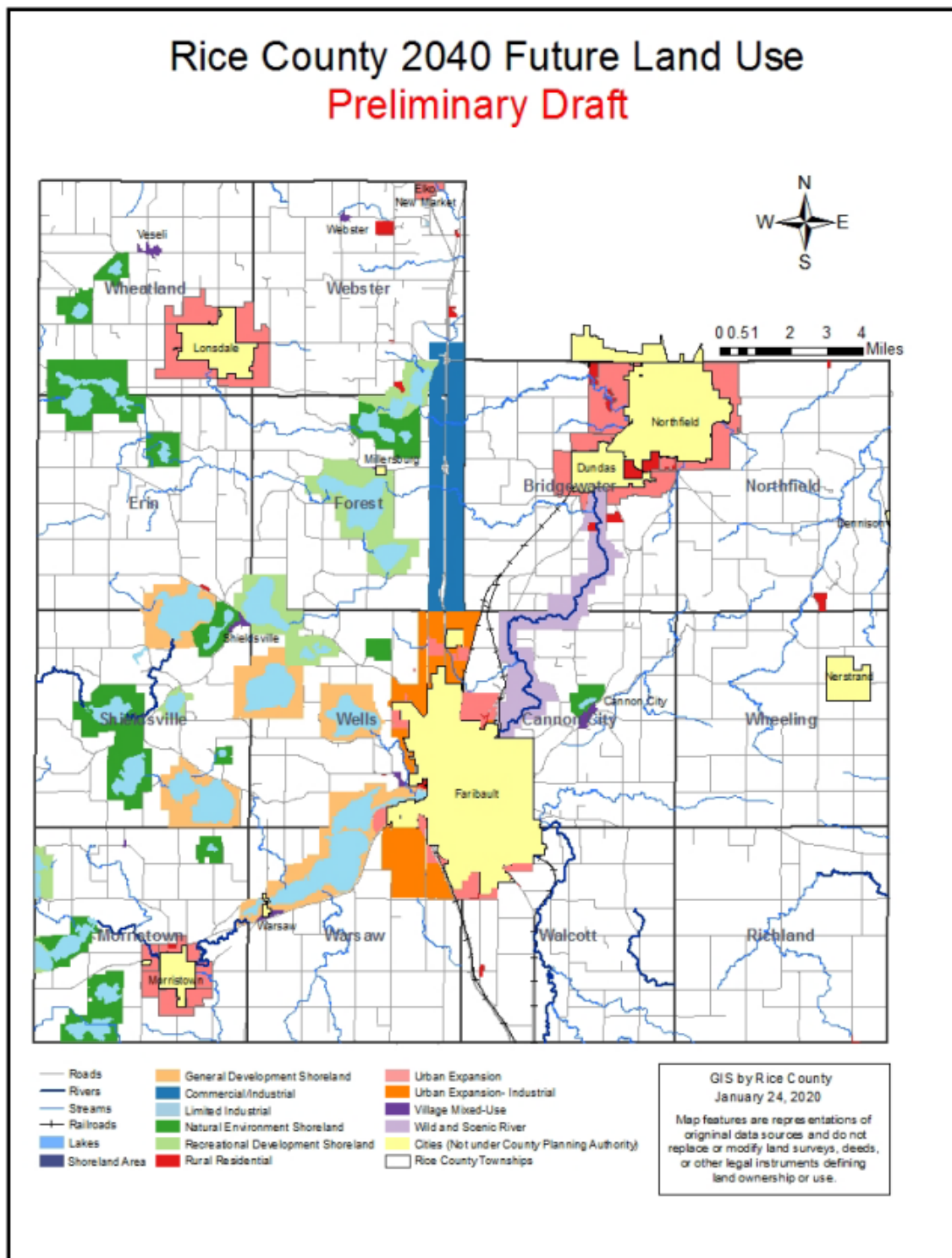


Exhibit B Letter to Rice County Commissioners



April 13, 2021

Rice County Commissioners
Rice County
320 3rd Street NW
Faribault, MN 55021
Delivered via email to CompPlanInput@co.rice.mn.us and jrunkle@co.rice.mn.us

Dear Rice County Commissioners:

On behalf of the Faribault City Council, thank you for the opportunity to review and comment on the draft Rice County 2040 Comprehensive Plan Update. City Staff provided the County with general comments on October 30, 2020. However, in light of recent preliminary discussions that others are having regarding potential commercial and industrial development along the Interstate Highway 35 corridor north of County Road 9, the Faribault City Council wants to share the following comments with the Rice County Commissioners:

1. **Faribault's Staged Growth Plan.** The City's adopted Journey to 2040 Comprehensive Plan includes a Staged Growth Plan that shows an area for future commercial and industrial development along the Interstate Highway 35 corridor from Faribault's northern boundary to County Road 9. If the City receives requests to annex properties within this staged growth area, the City could logically provide City sewer and water to the properties, provided the City and Town have an annexation agreement related to the properties.
2. **Faribault's Sewer and Water Service Policy.** The City Council does not support providing municipal sewer and water service to properties outside the City of Faribault's corporate boundary, except in highly extenuating circumstances like the Roberds Lake Sanitary Sewer Service Agreement. The City Council feels that municipal sewer and water should serve commercial and industrial development.
3. **Faribault's Approach to Annexation.** The City and surrounding Towns no longer have active orderly annexation agreements. However, if the Towns are interested in renewing orderly annexation agreement discussions, the City of Faribault would gladly participate in the discussions.

Except for City-owned property contiguous to the city limits, the City of Faribault has no plans to pursue annexation outside the current corporate boundary. If the City were to receive an annexation petition for property outside the city limits, the City would then work with the property owner and Town to discuss the petition and potentially enter into an appropriate annexation agreement.

4. **Rice County's Draft Land Use Plan North of County Road 9.** The County's draft Land Use Plan guides the I-35 corridor north of County Road 9 for a mix of commercial and industrial uses. While unique opportunities may arise at any time for commercial or industrial development in this area, the City Council supports logical and sequential development within the City's staged growth area. If the City's staged growth area is developed over time, the City could support commercial and industrial development north of County Road 9. However, the properties should be annexed into the city and served by municipal sewer and water.
5. **Urban Design Standards.** The City Council recognizes that the City does not control land use outside the city limits. However, if limited commercial or industrial development were to occur outside the city limits, but in an area that could eventually be annexed into the city, the City strongly encourages the development to meet City design standards to minimize future nonconformities.

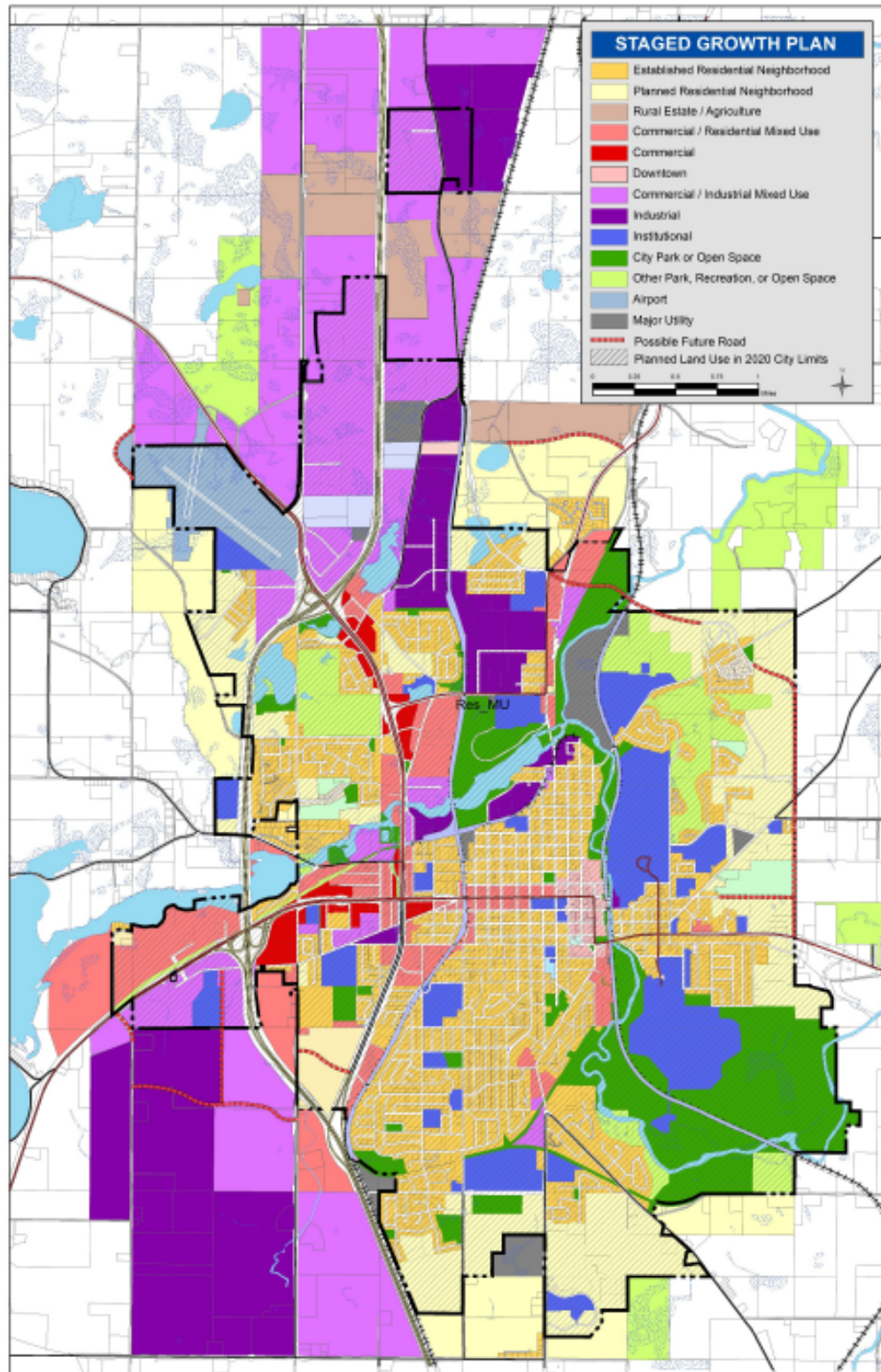
Again, thank you for the opportunity to review and comment on the draft Rice County 2040 Comprehensive Plan update. The City of Faribault is available to discuss land use issues and opportunities with Rice County and the Towns.

Sincerely,



Mayor Kevin F. Voracek

Exhibit C Faribault Comprehensive Plan – Future Land Use



Acres included in Application of Rezoning to Rural Industrial





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: April 12, 2022
SUBJECT: Resolution 2022-083 Approve Acquisition of 127 Willow Street (PID 18.31.4.26.075) and Authorize the Execution of the Purchase Agreement

Background:

The City has been acquiring property south of the viaduct as a means to implement the approved Downtown Master Plan. Over the course of the last few years, the City has successfully acquired multiple properties, and most recently, two separate pre-development agreements have been executed related to proposed development in this area. The parcel located at the south east corner of the "south viaduct redevelopment area" - 127 Willow Street - was the only remaining parcel under private ownership (outside of property owned by Xcel Energy where a transformer is located). The City Council met in multiple closed sessions to discuss negotiations for the acquisition of 127 Willow Street. At a closed session held on March 22, 2022, the City Council authorized a final purchase price of \$175,000 and directed Staff to present the offer to the property owners.

Staff met with the property owners, and the property owners have accepted the City's offer to acquire the property for \$175,000. Staff then worked with the city attorney to prepare the draft Purchase Agreement which outlines the purchase price, establishes the responsibilities of both the buyer and seller, and identifies a closing date of on or before May 31, 2022. The draft Purchase Agreement is being reviewed by the seller, and it is anticipated that any proposed revisions will be minor and not change the intent of the agreement.

Recommendation:

Approve Resolution 2022-083 Approving the Acquisition of 127 Willow Street (PID 18.31.4.26.075) and Authorizing the Execution of the Purchase Agreement.

Attachments:

1. Resolution 2022-083 Approve Acquisition of 127 Willow Street and Authorize Execution of PA

CITY OF FARIBAULT

RESOLUTION #2022-083

APPROVE ACQUISITION OF 127 WILLOW STREET (PID 18.31.4.26.075) AND AUTHORIZE THE EXECUTION OF THE PURCHASE AGREEMENT

WHEREAS, SOS Of Faribault (the "Seller") are the owners of real estate located at 127 Willow Street, Faribault, Rice County, Minnesota, and which is legally described in the Agreement as hereinafter defined (the "Property"); and

WHEREAS, the City of Faribault (the "City") desires to purchase the Property from the Sellers; and

WHEREAS, the City has followed applicable statutory provisions and the City finds that the purchase of the Property will fulfill the objectives, goals and mission of the City; and

WHEREAS, the City has prepared a Purchase Agreement (the "Agreement") providing for the terms and conveyance of the Property from the Seller to the City, with such Agreement being as set forth in Exhibit A and incorporated into and made a part of this Resolution.

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

ALSO, BE IT RESOLVED, that the purchase price for the property is \$175,000.00 pursuant to the terms of the Agreement, which is also approved in substantially the form presented to the City Council on this date, subject to modifications that do not materially alter the City's rights and obligations under the Agreement and that are approved by the City's Mayor and City Administrator, which approvals shall be conclusively evidenced by execution of the Agreement.

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

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

Date Adopted: April 12, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A

PURCHASE AGREEMENT

Faribault, Minnesota

_____, 2022

IN CONSIDERATION OF THE MUTUAL COVENANTS, DUTIES AND OBLIGATIONS CONTAINED HEREIN, the City of Faribault, a Minnesota municipal corporation under the laws of the State of Minnesota, whose business address is 208 1st Avenue NW, Faribault, MN 55021, (“Buyer”) and S.O.S. OF FARIBAULT, a Minnesota nonprofit corporation, whose business address is 127 Willow Street, Faribault, MN 55021 (“Seller”), agree to the following Purchase Agreement (“Agreement”).

THE CONDITIONS AND TERMS OF THIS PURCHASE AGREEMENT INCLUDE THE FOLLOWING:

1. **SUBJECT PROPERTY:** The Seller is the owner of certain real estate (the “Property”) located in Rice County, Minnesota, which is legally described on the attached Exhibit A.
2. **OFFER/ACCEPTANCE:** In consideration of the mutual agreements herein contained, Buyer offers and agrees to purchase and Seller agrees to sell and convey the Property, pursuant to the terms of this Agreement.
3. **ACCEPTANCE DEADLINE:** This Agreement shall be null and void unless it has been executed by both Seller and Buyer by April 30, 2022, or upon such other date agreed upon by the parties.
4. **PURCHASE PRICE AND TERMS:**
 - A. **PURCHASE PRICE.** The purchase price (the “Purchase Price”) for the Property shall be One Hundred Seventy-Five Thousand and No/100 Dollars (\$175,000.00) payable at Closing by certified check or other immediately available funds.
 - B. **DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING.** At Closing, Seller agrees to execute and shall deliver to Buyer:
 1. Warranty Deed conveying title to the Property to the Buyer free and clear of all liens and encumbrances except the following items (allowable encumbrances):
 - a) Building and zoning laws, ordinances, state and federal statutes or other governmental regulations;

- b) Easements and restrictions of record which do not interfere with Buyer's intended use of the Property;
 - c) Reservation of any minerals or mineral rights in the State of Minnesota, if any.
 - 2. Standard form affidavit of Seller showing no bankruptcies, judgments or mechanics' liens affecting the Property.
 - 3. Certificate that Seller is not a foreign national.
 - 4. Well disclosure certificate, if required, or, if there is no well on the Property, the Warranty Deed given pursuant to subparagraph a. above must include the following statement: "The Seller certifies that the seller does not know of any wells on the described real property."
 - 5. Any other documents reasonably required by the Buyer's title insurance company or attorney to evidence that title to the Property is marketable and that Seller has complied with the terms of this Agreement.
 - 6. Certificate of Real Estate Value (CRV).
 - 7. The Buyer is responsible for the preparation of all closing documents.
- C. **DOCUMENTS TO BE DELIVERED BY BUYER AT CLOSING.** At Closing, Buyer shall deliver the following to Seller:
- 1. Any documents as may be reasonably required by Buyer's title examiner or title insurance company.
5. **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver at the time of closing a warranty deed (prepared by Buyer) conveying marketable title to said Property, subject only to the following exceptions:
- A. Building and zoning laws, ordinances, state and federal regulations;
 - B. Reservation of any mineral rights by the State of Minnesota;
 - C. Utility and drainage easements which do not interfere with existing improvements.
6. **POSSESSION:** Seller agrees to deliver possession not later than the date of closing.
7. **COSTS AND PRORATIONS:** Seller and Buyer agree to the following prorations and allocations of costs regarding this Agreement:
- A. Deed Tax. Seller shall pay all state deed tax regarding a Warranty Deed and any other documents necessary to place record title in the condition warranted and to

be delivered by Seller under this Agreement.

- B. Taxes and Assessments. The real estate taxes due and payable in 2022 are commercial/industrial/public utility classification. The Seller and Buyer agree to prorate as of the date of actual closing all real estate taxes due and payable in 2022, the year of closing. Buyer shall pay the real estate taxes due and payable in the year 2023 and thereafter. The Seller makes no warranties as to the real estate tax classification status of property in 2023. Seller shall pay all special assessments due and payable and levied as of the date of closing. Buyer shall pay all special assessments levied on said Property after the date of closing. Seller makes no representation or warranty whatsoever concerning the amount of real estate taxes or assessments which shall be assessed or levied against the Property subsequent to the date of this Agreement.
- C. Recording Costs. Seller shall pay the costs of recording all documents necessary to place record title in the condition warranted, and the Buyer shall pay the cost of recording all other documents.
- D. Closing Costs. Buyer shall pay the cost of the title commitment fee and Seller and Buyer shall split the closing fee, if any.
- E. Legal Expenses. The Buyer and Seller shall each be responsible and pay their respective legal fees.

8. TITLE EXAMINATION/CURING TITLE DEFECTS: As soon as reasonably possible after execution of this Agreement by both parties,

- A. Seller shall surrender any abstract of title and a copy of any owner's title insurance policy for the property, if in Seller's possession or control, to Buyer or to Buyer's designated title service provider; and
- B. Buyer shall obtain the title evidence determined necessary or desirable by Buyer.

The Buyer shall have 20 days from the date it receives such title evidence to raise any objections to title it may have. Objections not made within such time will be deemed waived. The Seller shall have 90 days from the date of such objection to affect a cure; provided, however, that Seller shall have no obligation to cure any objections, and may inform Buyer of such. The Buyer may then elect to close notwithstanding the uncured objections or declare this Agreement null and void, and the parties will thereby be released from any further obligation hereunder.

9. DEFAULT/SPECIFIC PERFORMANCE: If the title to the Premises be found marketable or be so made within said time, and Buyer shall default in any of the covenants contained in this Agreement and continue into default for a period of ten (10) days, then and in that case, Seller may terminate this Agreement and on such termination all the payments made under this Agreement shall be retained by Seller as liquidated

damages, time being of the essence hereof. This provision shall not deprive either party of the right of enforcing the specific performance of this Agreement provided this Agreement shall not be terminated as aforesaid, and provided action to enforce such specific performance shall be commenced within six months after such right of action shall arise.

10. CONTINGENCIES: This Agreement is subject to the following contingencies:

- A. General Inspection. This Agreement is contingent upon Buyer's inspection of the Property disclosing, in the Buyer's sole discretion, no unsatisfactory conditions, not later than thirty (30) days of the signing and acceptance of the Agreement by all parties. Buyer and Buyer's agents shall have a reasonable right of access to the Property at reasonable times prior to closing, solely for the purpose of inspecting the Property.
- B. Approval of Board. This Agreement is contingent upon approval of this Agreement by the City Council of the City of Faribault.

11. WELL AND SEPTIC SYSTEM DISCLOSURE: The Seller certifies that Seller does not know of any wells on the described real Property. Provided however, if the Property does contain wells, the cost of sealing any wells required to be capped or sealed under Minnesota law will be borne by the Seller. If the well is not sealed by the date of closing, Seller shall escrow a sum equal to two times the bid price from a licensed well sealing contractor to complete the sealing process. Seller shall prepare, execute and file any required well certificate at or before closing. If the Property has a septic system, Seller agrees to provide water quality test results and/or septic system certification as required by state law or local ordinance.

12. OTHER GENERAL AND SPECIAL WARRANTIES:

- A. Mechanic's Liens. Seller warrants that, prior to the closing date, Seller has made any and all payments in full for all labor, materials, machinery, fixtures or tools furnished within the 120 days immediately preceding the closing date in connection with construction, alteration or repair of any structure on or improvement (including, but not limited to grading and landscaping, etc.) to the Property, if any.
- B. Buildings. Seller warrants that buildings, if any, are entirely within the boundary lines of the Property.
- C. Notices. Seller warrants that Seller has not received any notice from any governmental authority as to violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any notices received by Seller shall be provided to Buyer immediately.

- D. Sewer and Water. Seller warrants that the Property is connected to city of Faribault sewer and water.
- E. Seller Authority. Seller warrants that Seller is the owner of the Property, that Seller has full authority to enter into this Agreement for the sale of the Property, and that there are no other parties who hold any unrecorded interests in the Property.
- F. Authority of Seller Signatories. The signatories to this Agreement represent and warrant that he or she is the Seller or they are the representatives of the Seller and that they have the authority to enter into this Agreement on Seller's behalf.
- G. Personal Property and Fixtures. Buyer grants Seller permission to remove any and all personal property and fixtures with such removal of Seller's personal property and fixtures to be permitted by the Buyer prior to the closing of the Property.
- H. Survey. Within ten (10) days after the date hereof, Seller shall deliver to Buyer copies of any survey relative to the Property which Seller has in its possession or subject to its control.
13. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES/NO MERGER:** All of the representations, warranties, covenants and agreements of the parties hereto contained in this Agreement shall survive the closing of the transaction contemplated herein and the delivery of any documents provided for herein and shall not be merged into any other agreement.
14. **RISK OF LOSS:** Buyer is purchasing the property in its present condition and plans to relocate/remove any structures.
15. **TIME OF ESSENCE:** Time is of the essence in this Agreement.
16. **CLOSING DATE AND LOCATION:** Upon any required approval by the City of Faribault City Council, this Agreement for the sale of the above-described Property shall be closed on or before May 31, 2022, or upon such other date agreed upon by the parties. The delivery of all papers and monies shall be made at the city hall offices of the City of Faribault and/or at the offices of a closer at the choosing of the City of Faribault. If the closing date is changed, any and all costs, if prorated, shall be adjusted to the new closing date.
17. **ADDITIONAL DOCUMENTS:** Buyer and Seller agree to cooperate with each other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to correct any clerical errors in this Agreement and to provide any and all additional documentation deemed necessary by either party to effectuate the transaction contemplated by this Agreement.

18. **NOTICES:** Any notice required or permitted to be given by any party upon the other is given in accordance with the Agreement if it is directed to the Seller by delivering it personally to the Seller; or if it is directed to the Buyer, by delivering it personally to an officer of the Buyer; or to either party if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid; or if transmitted to either party by facsimile, copy followed by mailed notice as above required; or if deposited by either party, cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

IF TO THE SELLER:

S.O.S. OF FARIBAULT
127 Willow Street
Faribault, MN 55021

IF TO THE BUYER:

City of Faribault
208 1st Avenue NW
Faribault, MN 55021
Attn: City Administrator

AND COPY TO:

KENNEDY & GRAVEN, CHARTERED
150 South 5th Street, Suite 700
Minneapolis, MN 55402-1299
Attn: Scott J. Riggs

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for the response to any notice by the other party shall commence to run one (1) business day after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, or in any manner above specified, ten (10) days prior to the effective date of such change.

The delivery of all papers and monies pursuant to this Agreement are to be made at the offices of the City of Faribault, 208 1st Avenue NW, Faribault, MN 55021.

19. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in counterparts by the parties hereto, each of which when so executed shall be deemed an original, but all of which taken together shall constitute one and the same agreement.
20. **ENTIRE AGREEMENT/MODIFICATION:** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between Seller and Buyer, and supersedes any other written or oral

agreements between Seller and Buyer. This Agreement can only be modified in writing signed by Seller and Buyer.

- 21. WAIVER OF RELOCATION BENEFITS:** The Buyer has notified the Seller that (a) the Buyer only seeks to acquire the Property by voluntarily conveyance; (b) the parties mutually initiated negotiations; and (c) if negotiations fail, the Buyer will not acquire or undertake acquisition of the Property by eminent domain. Seller represents and warrants that no person will be displaced or otherwise entitled to relocation benefits as a result of the sale of the Property, and that there are no tenants or other persons in possession of the Property other than Seller. Seller acknowledges that, absent this Agreement, Buyer would not acquire the Property and specifically would not exercise its power of eminent domain to acquire the Property. Seller agrees to defend and indemnify the Buyer against any claims made by any third parties for relocation benefits or services.

Further, the Buyer and Seller acknowledge that the Seller may be entitled to relocation benefits pursuant to Minnesota Statutes Chapter 117. The Buyer and Seller acknowledge that the Purchase Price for the Property includes payment for any and all relocation benefits. As such, the Seller acknowledges that no relocation benefits are applicable to the Property. Pursuant to Minnesota Statutes Section 117.521, the Seller may voluntarily waive any relocation assistance, services, payments and benefits, for which Seller is eligible under Chapter 117 by signing a waiver agreement specifically describing the type and amounts of relocation assistance, services, payments and benefits for which the Seller is eligible, separately listing those being waived, and stating that the agreement is voluntary and not made under any threat of acquisition by eminent domain by the Buyer. Prior to execution of the waiver agreement by the Seller, the Buyer shall explain the contents of the agreement to the Seller. The Seller has agreed to enter into such an agreement with the Buyer and shall do so prior to closing on the Property.

- 22. CHOICE OF LAW AND VENUE; INTERPRETATION:** This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
- 23. NO BROKERS INVOLVED:** The Buyer and Seller have not entered into a contract to engage the services of a real estate broker regarding this transaction.
- 24. CUMULATIVE RIGHTS:** Except as may be otherwise provided elsewhere herein, no right or remedy herein conferred on or reserved to Buyer or Seller is intended to be exclusive of any other right or remedy provided herein or by law, but such rights and remedies shall be cumulative and in addition to every other right or remedy given herein or elsewhere or hereafter existing at law in equity, or by statute.
- 25. ASSIGNMENT:** Buyer may not assign its rights and obligations under this Agreement to another entity.

- 26. CAPTIONS, HEADINGS OR TITLES:** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of the Agreement or a limitation of the scope of the particular paragraphs or sections to which they apply.

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

NOTICE: THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER AND SELLER. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

The undersigned, owners of the above Property, do hereby approve the above Agreement and the sale thereby made of the Property for the price and upon the terms above mentioned, and subject to all conditions herein expressed.

SELLER: S.O.S. OF FARIBAULT

By: _____
_____ (insert name)

Dated: _____, 2022.

The undersigned does hereby approve the above Agreement and agrees to purchase the Property for the price and upon the terms above mentioned, and subject to all conditions herein expressed.

BUYER: City of Faribault

By: _____
Kevin F. Voracek, Mayor

Dated: _____, 2022.

By: _____
Timothy C. Murray, City Administrator

Dated: _____, 2022.

EXHIBIT A

LEGAL DESCRIPTION

[To be updated upon receipt of title work]

Those Parts of Lot 13 and Lot 14, Block 8, in SOUTHERN ADDITION, FARIBAULT, RICE COUNTY, MINNESOTA, described as follows: Beginning at the most westerly corner of said Lot 14; thence northeasterly along the northwesterly lines of Lot 14 and Lot 13 (being also the southeasterly right of way line of Willow Street) to the most northwesterly corner of said Lot 13; thence southeasterly, along a line parallel with the southwesterly line of Lot 14, a distance of 99 feet; thence southwesterly, parallel with the northwesterly lines of Lot 13 and Lot 14, to a point in the southwesterly line of Lot 14; thence northwesterly, along said southwesterly line of Lot 14, a distance of 99 feet to said point of beginning.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: April 12, 2022
SUBJECT: Approve New Golf Cart/Recreational Vehicle Permit

Background:

The City Administrator's office has received an application for a Golf Cart Permit from Randy Kaderlik. Mr. Kaderlik has submitted all the necessary forms. He has also submitted a Certificate of Insurance that was reviewed and approved by the city attorney.

If approved, the permit will be effective through March 31, 2025.

Recommendation:

Approve Golf Cart Permit for Randy Kaderlik.

Attachments:



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: April 12, 2022
SUBJECT: Accept Professional Land Surveying Services Proposal for Former Lockerby Property and Surrounding Parcels

Background:

The City has entered into pre-development agreements with two developers for the redevelopment of the former Lockerby and VP Online properties at 217 Mill Street and 55 Willow Street. As part of the pre-development agreements, the City is responsible for the surveying and platting of the properties. The City has solicited a professional land surveying proposal from ISG, who previously completed an initial boundary survey for the City in 2021. City staff have reviewed the proposal from ISG and determined it to be the best value for the City to complete the necessary platting work given ISG's recent work history with the site. ISG is ready to begin work on the survey within a week of receiving acceptance of their proposal and will have a first draft of the preliminary plat within 30 days.

Recommendation:

Accept Professional Land Surveying Services Proposal from ISG for Former Lockerby Property and Surrounding Parcels

Attachments:

1. ISG Proposal for City of Faribault Platting - Lockerby 4-4-22

APRIL 4, 2022

Mark DuChene, PE
Director of Engineering
City of Faribault
1200 Belview Trail
Faribault, MN 55021
mduchene@ci.faribault.mn.us



RE: Professional Land Surveying Services Proposal – Former Lockerby Property, Faribault, MN

Mark,

Thank you for the opportunity to submit this proposal for professional land surveying services. Based on your request and the information provided, we understand the City of Faribault is seeking assistance to prepare a subdivision plat. The existing parcels of land are generally located adjacent to Willow Street in the City of Faribault. The following scope of services will be provided to meet your current needs.

SCOPE OF SERVICES

Subdivision Platting Services

Record Research

ISG will review the title information provided by the developer and conduct record research to assist with determining existing legal descriptions, easements or encumbrances, section corner reference ties and necessary underlying plat and easement information that may affect the property.

Boundary Survey

ISG has a copy of previous work performed for this parcel on file. The data on file will be the basis for plat preparation described in the following paragraphs.

Preliminary Plat / Final Plat

ISG will prepare a preliminary plat that will confirm the development configuration of the project and other site improvements. It will display the property boundary information and topographic information to allow review of the interrelationship of the proposed site development with existing conditions. The preliminary plat will also display the proposed drainage and utility easements that will be incorporated into the final plat document. This does not include any revisions to the preliminary plat due to site layout changes. If additional iterations will be required, all associated costs for this work will be on an hourly basis.

Once the preliminary plat layout has been selected, ISG will prepare and submit a final plat. The plat will be prepared in the format required by State Law and the County Recorder's Office. Mylar copies of the Final Plat, which are required by state statutes, will be invoiced at cost + 10%. Prior to the preparation of the final plat, we will need all ownership, title, and mortgage information to include in the final plat document. Please note that all associated fees and property taxes will remain the responsibility of the owner.

Our scope of work does not include attendance at Planning Commission and City Council meetings during the plat review and approval process. This proposal assumes ISG will be delivering the subdivision plat documents to the client for the submittal package; assembly of other required submittal documents (site plans, building plans, etc.) will be assembled and provided by others.

Lot Monumentation

Minnesota Statute 505.02 dictates that durable iron monuments are to be set at all angles and curve points on the boundary lines of the plat and all lot and block corners. Per statute, ISG will complete monumentation of the perimeter plat boundary before recording, and set the remaining monuments within one year of the plat recording date.

Site Design Services

Topographic Survey

ISG staff will visit the site to perform a topographic site survey which includes locating significant site features (fences, improvements, impervious areas, landscaping, etc.) as well as visible evidence of underground utilities. Prior to our site visit, ISG will also place a Gopher One Call utility locate request to have underground utilities marked; any resulting markings will be documented during our site visit. The topographic ground shots will be gathered on an approximate 50-foot grid. Elevations will be referenced to a published benchmark datum. Topographic information will extend to approximately 50-feet beyond the property lines. The topographic survey information gathered at the site will be analyzed and summarized in a sketch of survey. This topographic information will be used to generate 1-foot contours for the site, sufficient to facilitate design and planning activity.

CLIENT RESPONSIBILITIES

As we prepare this proposal, ISG assumes that the following will be provided:

- Existing legal descriptions and other available title information for the property to be surveyed.
- Costs associated with City or County application fees for platting remain the responsibility of the client and are not included in our fees.
- We have not included the cost of recording the plat at the County Recorder's office when complete.
- Access to the property during the site survey process to observe and document existing site conditions. ISG assumes the client will notify the appropriate persons at the property prior to arrival.

COMPENSATION + PROJECT SCHEDULE

ISG proposes to provide the scope of services described within this proposal for compensation in accordance with the following schedule:

SERVICE	COMPENSATION
Record Research	\$350
Boundary Survey	\$0 (previous work on file)
Preliminary Plat / Final Plat	\$3,900
Plat Mylar Printing	\$700 (estimated)
Lot Monumentation	\$1,200
Topographic Survey	\$9,300

Reimbursable Expenses

Anticipated reimbursable expenses such as travel time, mileage expense, and printing costs are included within the compensation listed above.

Additional Services

Please note, if any unforeseen circumstances are discovered as a result of the survey work described above, additional fees may apply. In the event that this situation arises, we will notify you immediately prior to proceeding any further.

We greatly appreciate the opportunity to provide a solution for your professional land surveying needs. If this proposal is acceptable, please sign acknowledgement and return a copy to our office. Upon receipt of a signed proposal, ISG will schedule work on this project.

Please contact me with any questions or comments you may have at 507.387.6651. We look forward to hearing from you.

APPLICABLE CONTRACT

The General Terms and Conditions applicable to this Proposal are available at the link below and are incorporated herein by reference. Upon acceptance of this Proposal, the parties can proceed with the project based on this signed Proposal, per its General Terms and Conditions, or for more complex projects, ISG, at its discretion, will prepare and require the use of an AIA or EJCDC Contract that will govern the project.

↖ bit.ly/termsConditions2022_ISG

Sincerely,



Dan Stueber, PE, LS

Land Survey Practice Group Leader
Dan.Stueber@ISGInc.com

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this ____ day of _____, 2022

For: _____

By: _____

Title: _____

This proposal is valid for 30 days.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: April 12, 2022
SUBJECT: Approve Change Order No. 1 for Well House No. 5 Replacement

Background:

Attached is Change Order No.1 for \$17,519.13. Individual items are summarized in the attached change order. The item has been reviewed by the Engineer, Contractor and staff and is recommended for approval.

The original contract for the project was \$531,000.00. The approval of Change Order No. 1 revises the contract to \$548,519.13 (3.3%). Funding for the change order will be provided by the Water Fund (601).

Recommendation:

Approve Change Order No. 1 for Well House No. 5 Replacement

Attachments:

1. Change Order No. 1 Well House No. 5



Owner: City of Faribault, 208 1st Ave NW, Faribault, MN 55021	Date 03/08/22
Contractor: The Joseph Co Inc., P.O. Box 427, Austin, MN 55912	
Bond Company: Western Surety Company, 151 N Franklin Street, Chicago, IL 60606	

CHANGE ORDER NO. 1
Well No. 5 Re-Build
Faribault, Minnesota

Description of Work

The following items are deemed to be necessary to complete the project according to the intended design. In accordance with the terms of this Contract, the Contractor is hereby authorized and instructed to perform the work as altered by the following provisions.

Ref. No.	Item	Unit	Contract Quantity	Unit Price	Total Amount
CR-1	Foundation Soil Corrections Cost associated with soil corrections required throughout the entire foundation of the building.				\$8,025.00
PR-1	Pipe Size Increase Cost to increase flow meter size from 10-Inch to 12-inch				\$1,015.43
PR-3	Pre-Lube Cost to add a pre-lube system at the well house.				\$4,114.17
PR-1	RCP Aprons Cost to add aprons and trash guard to the RCP culvert under the new driveway.				\$4,364.53
	Original Contract Amount				\$531,000.00
	Previous Change Orders				\$0.00
	This Change Order				\$17,519.13
	Revised Contract Amount (Including this change order)				\$548,519.13

CHANGE IN CONTRACT TIME

Original Contract Dates

Substantial Completion 5/31/2022
Final Completion 6/30/2022

Revised Contract Dates

Substantial Completion 6/30/2022
Final Completion 7/30/2022

Recommended for Approval by:
SHORT ELLIOTT HENDRICKSON, INC.

McKerrey Hand

3/8/2022

Date

Approved by Owner:
CITY OF FARIBAULT

Date

Approved by Contractor:
The Joseph Co. Inc.

Jeff Ryko

3/21/22

Date

cc: City of Faribault
The Joseph Co Inc.
Western Surety Company
SEH, Inc.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: April 12, 2022
SUBJECT: Ordinance 2022-5 Amend Sections 28-26 & 28-156 of the City Code of Ordinances Regarding Restricting Utility Service Outside City Limits - First Reading

Background:

Chapter 28 of the City Code of Ordinances contains language pertaining to providing utility service outside City limits. The Council discussed proposed revisions to the chapter to restrict utility services outside City limits at the March 1, 2022 Work Session. As a result of the discussion, Council directed staff to revise the code to align with the Council's position to restrict water service to all properties outside of City limits and to restrict sanitary sewer service to properties outside the City, with the exception of sanitary sewer districts comprised of developed lakeshore property.

Staff recommends amending Sections 28-26 & 28-156 of the City Code of Ordinances as outlined in attached Ordinance 2022-5.

Recommendation:

Approve Ordinance 2022-5 on First Reading

Attachments:

1. Ordinance 2022-5 Amend Sections 28-26 & 28-156 of the City Code of Ordinances Regarding Restricting Utility Service Outside City Limits-First Reading

**CITY OF FARIBAULT
ORDINANCE No. 2022-5**

**AMMEND SECTIONS 28-26 & 28-156 OF THE CITY CODE OF
ORDINANCES REGARDING RESTRICTING UTILITY SERVICE OUTSIDE
CITY LIMITS**

THE CITY OF FARIBAULT ORDAINS:

Section 1. The City Council of the City of Faribault has hereby determined that Chapter 28 of the City Code of Ordinances be amended by the addition of the underlined language and removal of the stricken language in Section's 28-26 & 28-156 as follows:

Sec. 28-26 Water service outside city limits.

- (a) Water service shall not be provided to properties outside city limits.

Sec. 28-156 Sanitary sewer service outside city limits. Special agreements to accept wastes from other jurisdictions for treatment.

- (a) Sanitary sewer service shall not be provided to properties outside city limits with the exception for a sanitary sewer district comprised of developed lakeshore property. If another municipality or user located within another municipality contributes wastewater to the POTW, the city shall enter into an intermunicipal agreement with the contributing municipality.

- (b) ~~Prior to entering into the agreement, the public works director shall request the following information from the contributing municipality:~~

~~(1) A description of the quality and volume of wastewater discharged to the POTW by the contributing municipality;~~

~~(2) An inventory of all users located within the contributing municipality that are discharging to the POTW; and~~

~~(3) Such other information as the public works director may deem necessary.~~

- (c) ~~An intermunicipal agreement, as required above shall contain the following conditions:~~

~~(1) A requirement for the contributing municipality to adopt a sewer use ordinance which is at least as stringent as this article~~

~~and local limits including required baseline monitoring reports which are at least as stringent as those set out in subsection 28-148(a) of this article. The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to the city code or local limits;~~

~~(2) A requirement for the contributing municipality to submit a revised user inventory on at least an annual basis;~~

~~(3) A provision specifying which pretreatment implementation activities, including individual wastewater discharge permit issuance, inspection, and sampling, and enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by the public works director; and which of these activities will be conducted jointly by the contributing municipality and the public works director;~~

~~(4) A requirement for the contributing municipality to provide the public works director with access to all information that the contributing municipality obtains as part of its pretreatment activities;~~

~~(5) Limits on the nature, quality, and volume of the contributing municipality's wastewater at the point where it discharges to the POTW;~~

~~(6) Requirements for monitoring the contributing municipality's discharge;~~

~~(7) A provision ensuring the public works director's access to the facilities of the users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the public works director; and~~

~~(8) A provision specifying remedies available for breach of the terms of the intermunicipal agreement~~

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

First Reading: April 12, 2022

Second Reading: April 26, 2022

Publication Date: May 6, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: April 12, 2022
SUBJECT: Resolution 2022-077 Approve Plans and Specifications and Establish Bid Date for 2022 MSA Street Reconstruction Improvements - Contract 2022-04

Background:

The attached resolution approves the construction plans and specifications for the proposed 2022 MSA Street Reconstruction Improvements - Contract 2022-04 project including removals, watermain replacement, sanitary sewer replacement, lot services, storm sewer construction, grading, aggregate base, sidewalk replacement, bituminous paving, turf restoration and related improvements on the following streets:

10th Street SW	(Prairie Avenue to 9th Avenue SW)
Prairie Avenue	(Springwood Lane to Trailwood Lane)

The improvements were formally ordered by the City Council on March 22, 2022 upon the passage of Resolution 2022-066, following the Public Hearing. After the improvements were ordered, the Engineering Department finalized the plans and specifications in preparation of bidding for the improvements.

The preliminary total estimated cost of the improvements, including 5% contingency and 15% engineering, is \$1,278,450.00. Proposed funding for the project is as follows:

Municipal State Aid Funds (MSAS)	\$ 955,700.00	74.8%
Water Utility Fund (601)	\$ 174,450.00	13.7%
Sewer Utility Fund (602)	\$ 97,300.00	7.6%
<u>Storm Water Utility Fund (603)</u>	<u>\$ 50,000.00</u>	<u>3.9%</u>
Total	\$ 1,278,450.00	100.0%

The attached resolution also establishes a bid date of May 4, 2022 for the project. Construction is scheduled to begin in June, with substantial

completion by the end of August 2022.

Recommendation:

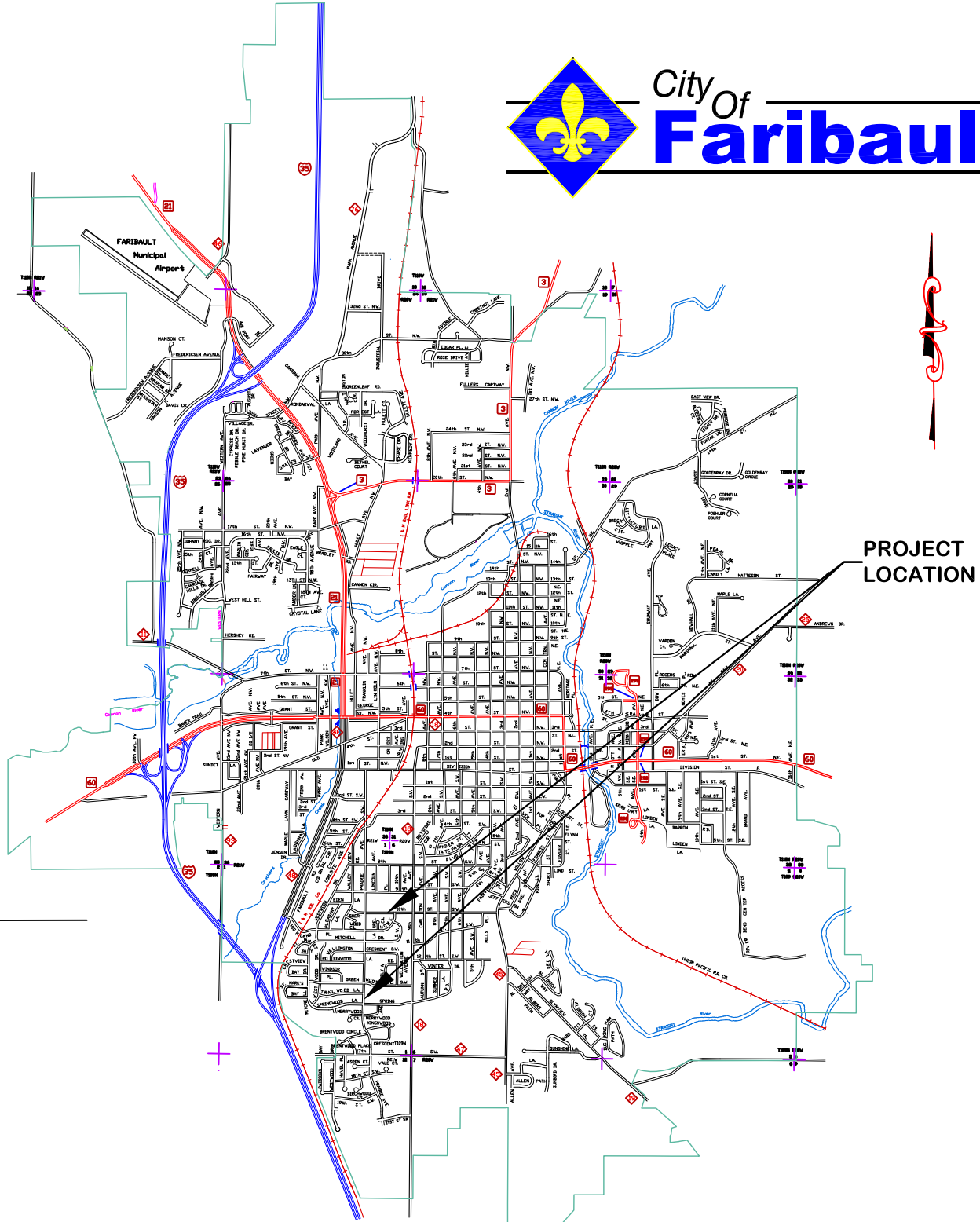
Approve Resolution 2022-077

Attachments:

1. (2022-04) Title Sheets
2. Resolution 2022-077 Approve Plans and Specifications and Establish Bid Date for 2022 MSA Street Reconstruction Improvements - Contract 2022-04



City of
Faribault



CONTRACT: 2022-04

PROJECT: 2022 MSA STREET RECONSTRUCTION IMP.

BID DATE: May 4, 2022 11:00 a.m.

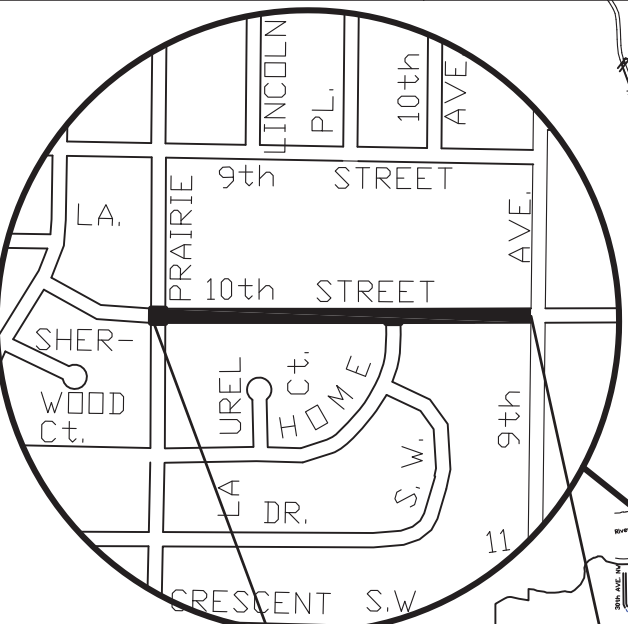
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED
BY ME OR UNDER MY DIRECT SUPERVISION AND THAT
I AM A DULY LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF MINNESOTA.

Mark W. DuChene, City Engineer

LIC. NO. 46594 DATE 4-8-2022

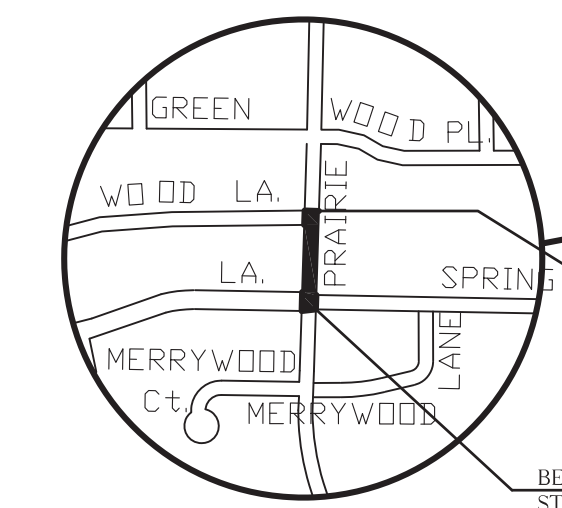
**HEIGHT OF EYE = 3.5', HEIGHT OF OBJECT = 2.0'

DESIGN DESIGNATION 10TH STREET S.W. 125-112-004		DESIGN DESIGNATION PRAIRIE AVE S.W. 125-114-009	
ADT / HCA(2022) 700 (2022 EST)	4700/1.35%	ADT / HCA(2022) 700 (2022 EST)	N/A
FUNCTIONAL CLASSIFICATION	MAJOR COLLECTOR	FUNCTIONAL CLASSIFICATION	MAJOR COLLECTOR
NUMBER OF TRAFFIC LANES	2	NUMBER OF TRAFFIC LANES	2
NUMBER OF PARKING LANES	2	NUMBER OF PARKING LANES	2
DESIGN STRENGTH	10 TON	DESIGN STRENGTH	N/A
DESIGN SPEED **	30 MPH	DESIGN SPEED **	30 MPH
R VALUE	12	R VALUE	N/A
DESIGN ESALS	482,000	DESIGN ESALS	N/A
DESIGN SPEED NOT ACHIEVABLE AT	N/A	DESIGN SPEED NOT ACHIEVABLE AT	N/A



BEGIN S.A.P. 125-112-004
STATION 0+33.55

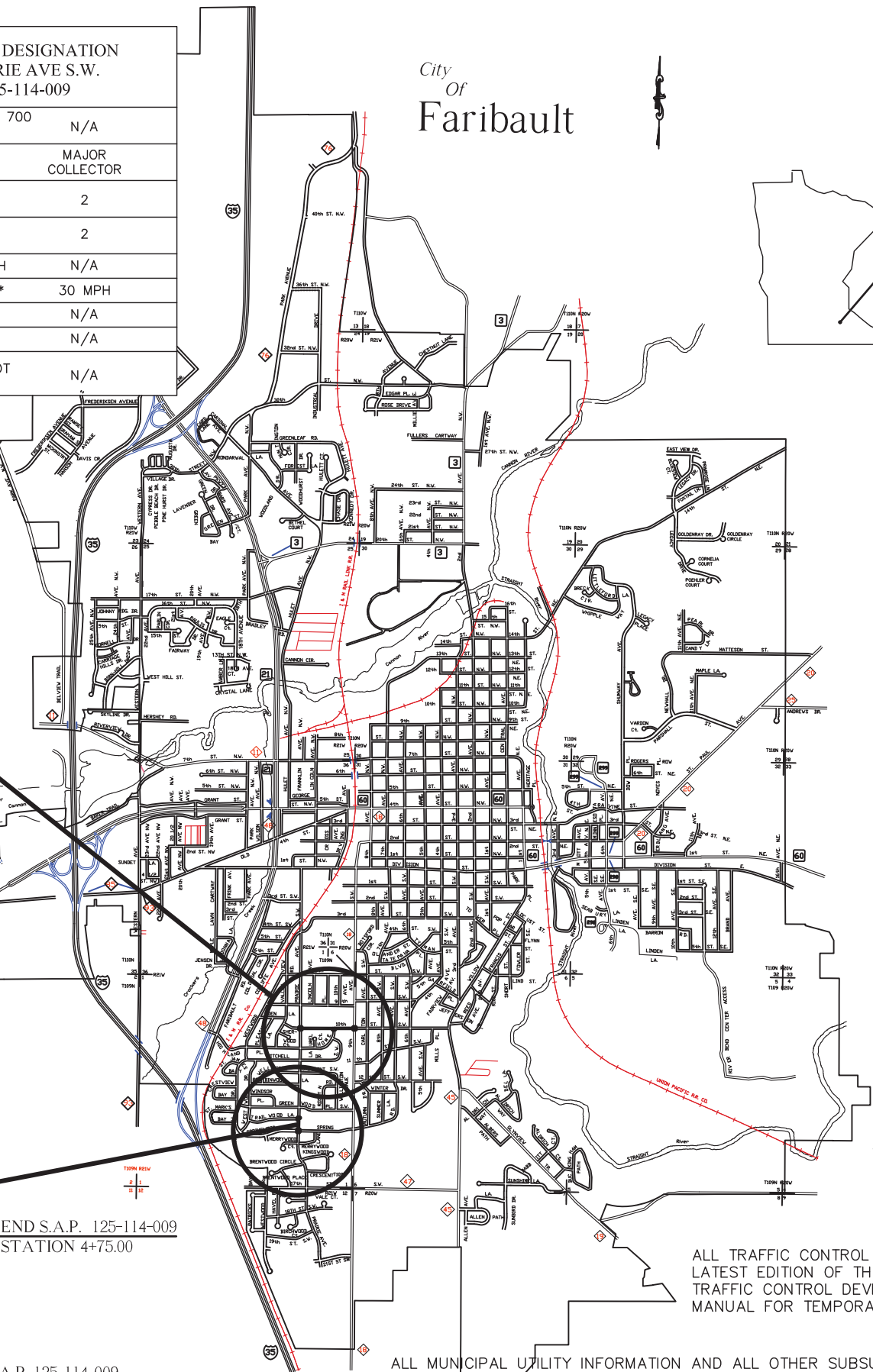
END S.A.P. 125-112-004
STATION 13+44.27



BEGIN S.A.P. 125-114-009
STATION 1+61.00

END S.A.P. 125-114-009
STATION 4+75.00

City
Of
Faribault



CITY OF FARIBAULT, MINNESOTA

CONSTRUCTION PLAN FOR CONCRETE CURB AND GUTTER REPLACEMENT, STORM SEWER REPLACEMENT, MILL BITUMINOUS PAVEMENT, BITUMINOUS PAVING, AND CONCRETE SIDEWALK REPLACEMENT.

2022 MSA STREET RECONSTRUCTION
PROJECT

CITY CONTRACT NO. 2022-04
S.A.P. 125-112-004 / 125-114-009

PROJECT LOCATION

COUNTY : RICE

DISTRICT : 6

SECTION : 01

TOWNSHIP : 109

RANGE : 21

10 STREET S.W. (125-112-004)

GROSS LENGTH 1310.72' / 0.248 mi.

BRIDGES LENGTH NA

EXCEPTIONS LENGTH NA

NET LENGTH 1310.72' / 0.248 mi.

PRAIRIE AVENUE (125-114-009)

GROSS LENGTH 314.00' / 0.059 mi.

BRIDGES LENGTH NA

EXCEPTIONS LENGTH NA

NET LENGTH 314.00' / 0.059 mi.

INDEX OF SHEETS	
SHEET NO. 1	TITLE SHEET & LOCATION MAP
SHEET NO. 2	STATEMENT OF ESTIMATED QUANTITIES
SHEET NO. 3-4	TYPICAL SECTIONS AND CONSTRUCTION DETAILS
SHEET NO. 5-6	10TH STREET S.W. - REMOVALS/EXISTING CONDITIONS
SHEET NO. 7-10	10TH STREET S.W. - PLAN & PROFILE VIEW
SHEET NO. 11	PED. RAMP INTERSECTION DETAILS
SHEET NO. 12-15	10TH ST SW - CROSS SECTION VIEWS
SHEET NO. 16-17	10TH ST SW - SWPPP/RESTORATION DETAILS
SHEET NO. 18	10TH ST SW - SIGNAGE & STRIPING PLAN
SHEET NO. 19	PRAIRIE AVE - REMOVALS/EXISTING CONDITIONS
SHEET NO. 20	PRAIRIE AVE - PLAN & PROFILE VIEW
SHEET NO. 21	PRAIRIE AVE - SWPPP/RESTORATION DETAILS
SHEET NO. 22	PRAIRIE AVE - CROSS SECTION VIEWS
SHEET NO. 23	SWPPP PROJECT INFORMATION
SHEET NO. 24	SOILS MAP
SHEET NO. 25	NARRATIVE/CONSTRUCTION DETAILS

THIS PLAN CONTAINS 25 SHEETS

GOVERNING SPECIFICATIONS

THE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION - 2020 EDITION SHALL GOVERN. CITY ENGINEERS ASSN. OF MINNESOTA STANDARD SPEC. 2018

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

PLAN & PROFILE
SCALES

15' SHEET 11

30' SHEETS 7-10, 16-17, 19-20

40' SHEETS 5-6, 18

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

ALL MUNICIPAL UTILITY INFORMATION AND ALL OTHER SUBSURFACE UTILITY INFORMATION SHOWN IN THIS PLAN IS UTILITY QUALITY LEVEL "D". THIS QUALITY LEVEL HAS BEEN DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-.2 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

MARK W. DUCHENE, P.E.

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

DATE: 3-31-2022

STATE AID ENGINEER: REVIEWED FOR COMPLIANCE WITH STATE-AID RULES/POLICY

STATE AID ENGINEER: APPROVED FOR STATE AID FUNDING

CITY CONTRACT NO. 2022-04 / S.A.P. 125-112-004 / 125-114-009

CITY OF FARIBAULT

RESOLUTION #2022-077

APPROVE PLANS AND SPECIFICATIONS AND ESTABLISH BID DATE FOR 2022 MSA STREET RECONSTRUCTION IMPROVEMENTS - CONTRACT 2022-04

WHEREAS, Resolution 2022-066, adopted on March 22, 2022, following a Public Hearing, ordered the improvements for the 2022 MSA Street Reconstruction Improvements - Contract 2022-04

WHEREAS, the project includes removals, watermain replacement, sanitary sewer replacement, lot services, storm sewer construction, grading, aggregate base, sidewalk replacement, bituminous paving, turf restoration and related improvements on the following streets:

10 th Street SW	(Prairie Avenue to 9 th Avenue SW)
Prairie Avenue	(Springwood Lane to Trailwood Lane)

WHEREAS, said resolution also ordered the preparation of the plans and specifications for said improvements, and;

WHEREAS, the total cost of the improvements is estimated to be \$1,278,450.00, and;

WHEREAS, plans and specifications for the improvements have been prepared by the City Engineering Department.

NOW, THEREFORE BE IT RESOLVED, plans and specifications for the proposed 2022 MSA Street Reconstruction Improvements - Contract 2022-04, prepared by the City Engineering Department, are hereby approved.

ALSO, BE IT RESOLVED, a bid opening date of May 4, 2022 is hereby established for the 2022 MSA Street Reconstruction Improvements - Contract 2022-04

Date Adopted: April 12, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: April 12, 2022
SUBJECT: Resolution 2022-079 Approve a Conditional Use Permit for an Enclosed Loading Dock in the Shoreland Management District at the Faribault Woolen Mill at 1500 NW Second Avenue

Background:

Paul Mooty (the Applicant), on behalf of Adrian Mill Holdings, LLC (the Owner), requested a conditional use permit to develop an enclosed loading dock on the east side of the Faribault Woolen Mill building at 1500 NW Second Avenue (see the graphic exhibits in the attached resolution). The subject property is in the I-2, Heavy Industrial District and the Shoreland Management District. The Shoreland Management District requires a conditional use permit for industrial development in the district to help ensure that development does not adversely affect the quality of adjacent surface waters. In this case, the proposed enclosed loading dock would be constructed over existing impervious material. Therefore, the proposed dock would not increase impervious coverage and stormwater runoff to the adjacent river.

Staff notified the Minnesota Department of Natural Resources (DNR) of the proposed loading dock. DNR Staff commented that the proposed development would not negatively affect the adjacent river. However, the DNR encouraged the Owner to provide additional green space and stormwater management practices when and where feasible. The Owner wishes to coordinate with the City on additional greenspace and other site improvements in the near future.

The proposed addition is consistent with the materials, appearance, and character of the existing building. The existing loading dock on the east side of the Faribault Woolen Mill requires trucks to back into the dock from 2nd Avenue NW, which is not ideal from a traffic safety point of view. The proposed enclosed loading dock would eliminate the need for trucks to

back into the dock from 2nd Avenue NW. Consequently, the proposed dock would improve truck circulation and reduce the chance of traffic conflicts on 2nd Avenue NW.

Although the proposed dock would eliminate parking spaces in the dock area, the Applicant believes there is sufficient parking elsewhere on the site, so parking should not be a problem. Furthermore, the Applicant is coordinating with City Staff on other site improvements, including refined parking and additional green space. Given the traffic safety concerns with the existing dock, Staff recommends the Council approve the conditional use permit to address the immediate traffic safety concerns with the existing dock. Staff and the Applicant will continue to coordinate on other site improvements.

The Planning Commission held a public hearing on March 22 to consider the Applicant's request. One resident on 14th Street NW near the river asked for additional information on how the requested conditional use permit would affect her property. After discussing the project with the Planning Commission, the resident did not object to the conditional use permit. The Planning Commission recommended that the City Council approve the conditional use permit based on the findings and conditions outlined in the attached Resolution 2022-079.

Recommendation:

Approve Resolution 2022-079

Attachments:

1. Resolution 2022-079 Approve a CUP for an Enclosed Loading Dock in the Shoreland Mangement Distrct at the Faribault Woolen Mill

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-079

APPROVE A CONDITIONAL USE PERMIT FOR AN ENCLOSED LOADING DOCK IN THE SHORELAND MANAGEMENT DISTRICT AT THE FARIBAULT WOOLEN MILL AT 1500 NW SECOND AVENUE

WHEREAS, Paul Mooty (the Applicant), on behalf of Adrian Mill Holdings, LLC (the Owner), has requested a conditional use permit to develop an enclosed loading dock on the east side of the existing Faribault Woolen Mill building at 1500 NW Second Avenue, legally described in Exhibit A of this resolution; and

WHEREAS, the subject property is zoned I-2, Heavy Industrial, and is in the Shoreland Management District; and

WHEREAS, the Shoreland Management District requires a conditional use permit for industrial development in the district; and

WHEREAS, the provisions of the Shoreland Management District are intended to help preserve and enhance the quality of surface waters by regulating land use adjacent to surface waters; and

WHEREAS, City Staff notified the Minnesota Department of Natural Resources of the Applicant's conditional use permit request to develop the proposed addition; and

WHEREAS, Minnesota Department of Natural Resources staff noted that the Applicant's request does not add impervious coverage and does not adversely

affect the adjacent surface waters, but also noted that the Owner should provide additional green space on the property as opportunities arise; and

WHEREAS, City Staff finds that the proposed addition would eliminate the need for trucks to back in from Second Avenue NW to the existing loading dock – consequently, the addition will result in a safer traffic situation while not adversely impacting adjacent surface waters; and

WHEREAS, the proposed addition will eliminate some parking spaces on the east side of the Faribault Woolen Mill building, there appears to be adequate parking elsewhere on the property; and

WHEREAS, if the City determines additional parking spaces are needed in the future, the Applicant has sufficient land to provide additional parking, and the City may require that the Owner provide additional parking; and

WHEREAS, the Planning Commission, on March 21, 2022, following proper notice, held a public hearing regarding the Applicant's request; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve the Applicant's conditional use permit request based on the following written findings:

- 1. The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare.**

Expanded Finding: The proposed enclosed loading dock will improve public safety by eliminating the need for trucks to back in from Second Avenue NW to the existing loading dock.

- 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.**

Expanded Finding: The proposed addition is consistent with the required setbacks in I-2 and Shoreland Management districts. The

addition will not injure other property, nor will it impede orderly development in the area.

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.**

Expanded Finding: The materials of the proposed addition will match the appearance and character of the existing building.

4. **The conditional use will not impose hazards or disturbing influences on neighboring properties.**

Expanded Finding: The proposed addition will eliminate the existing need for trucks to back in from Second Avenue NW to access the existing dock. It will reduce hazards and disturbing influences on neighboring properties.

5. **The conditional use will not substantially diminish the value of neighboring properties.**

Expanded Finding: The proposed addition will improve traffic safety in the area by eliminating the existing need for trucks to back in from Second Avenue NW to access the existing dock. The proposed addition will not diminish neighboring 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.**

Expanded Finding: Public sewer, water, and all other applicable municipal services serve the subject property.

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.**

Expanded Finding: The proposed addition will not create new demands for facilities and services at public cost. The proposed addition will reduce traffic safety issues associated with trucks accessing the existing loading dock at the subject property.

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.

Expanded Finding: The proposed addition will decrease traffic congestion in the public streets by eliminating the need for trucks to back in from Second Avenue NW to access the loading dock.

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.

Expanded Finding: The proposed addition will be constructed over an existing parking lot. The proposed addition will not adversely affect any feature of importance to the community.

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.

Expanded Finding: The City's Land Use Plan guides the subject property for industrial use consistent with the proposed addition. The addition will not adversely affect Faribault's natural resources.

11. The conditional use, in all other respects, conforms to the applicable regulations of the district in which it is located.

Expanded Finding: The proposed addition is consistent with setback and other City Code requirements.

WHEREAS, the Planning Commission further found approval of the requested conditional use permit is appropriate with the following additional findings as required by Section 13-710 (E) (2) of the City's Unified Development Ordinance:

1. **A thorough evaluation of the water body and the topographic, vegetation and soils conditions on the site must be made to ensure the prevention of soil erosion or other possible pollution of public waters, both during and after construction.**

Expanded Finding: City Staff provided the Minnesota Department of Natural Resources (DNR) staff with a copy of the Applicant's application for their evaluation. Because the proposed addition will cover an existing impervious surface, the DNR commented that the addition would not adversely affect the Cannon River. However, the DNR encouraged the Owner to provide additional green space as opportunities arise.

2. **The visibility of structures and other facilities as viewed from public waters is limited.**

Expanded Finding: The proposed addition is roughly 335 feet from the Cannon River. In addition, the existing building will substantially screen the proposed addition from the river.

3. **The site is adequate for water supply and is served by municipal sewer services.**

Expanded Finding: Municipal water and sewer services serve the subject property.

4. **The types, uses, and numbers of watercraft that the project will generate are compatible in relation to the suitability of public waters to safely accommodate these watercraft.**

Expanded Finding: The subject property and the proposed addition would not generate any watercraft use.

WHEREAS, the City Council held a public meeting on April 12, 2022, to consider 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, the City Council concurs with the written 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 to develop an enclosed loading dock on the east end of the existing Faribault Woolen Mill at 1500 NW Second Avenue.

Section 2: Conditions Attached to the Approval of the Conditional Use Permit. The conditional use permit includes the following conditions:

1. The Owner must construct the proposed addition and related site work in substantial conformance (as determined by City Staff) with the plans shown in Exhibit B of this resolution.
2. The materials and colors of the proposed addition must match the appearance and character of the existing building.
3. The proposed addition must meet all required setbacks outlined in the City's Unified Development Ordinance.
4. If the loss of existing parking spaces associated with the proposed addition creates a parking problem (as identified by the City), the Owner shall provide additional parking spaces elsewhere in the development as approved by the City.
5. Before beginning construction on the proposed addition, the Owner must obtain all required building permits, grading permits, and other applicable permits.
6. This conditional use permit will automatically be voided if the proposed construction has not taken place within one (1) year of the approval of the conditional use permit unless the City Council has granted a petition for a time extension. The Owner must submit a written request for extension at least thirty (30) days before the expiration of the conditional use permit and must state facts showing a good faith effort to complete work permitted under the original approval.

Section 3: Additional Conditions of Approval. This conditional use permit includes the following additional conditions:

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 and 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.

Section 4. 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 5. 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.

Section 6. Effective Date. This resolution is effective immediately upon its passage and without publication.

Date Adopted: April 12, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A

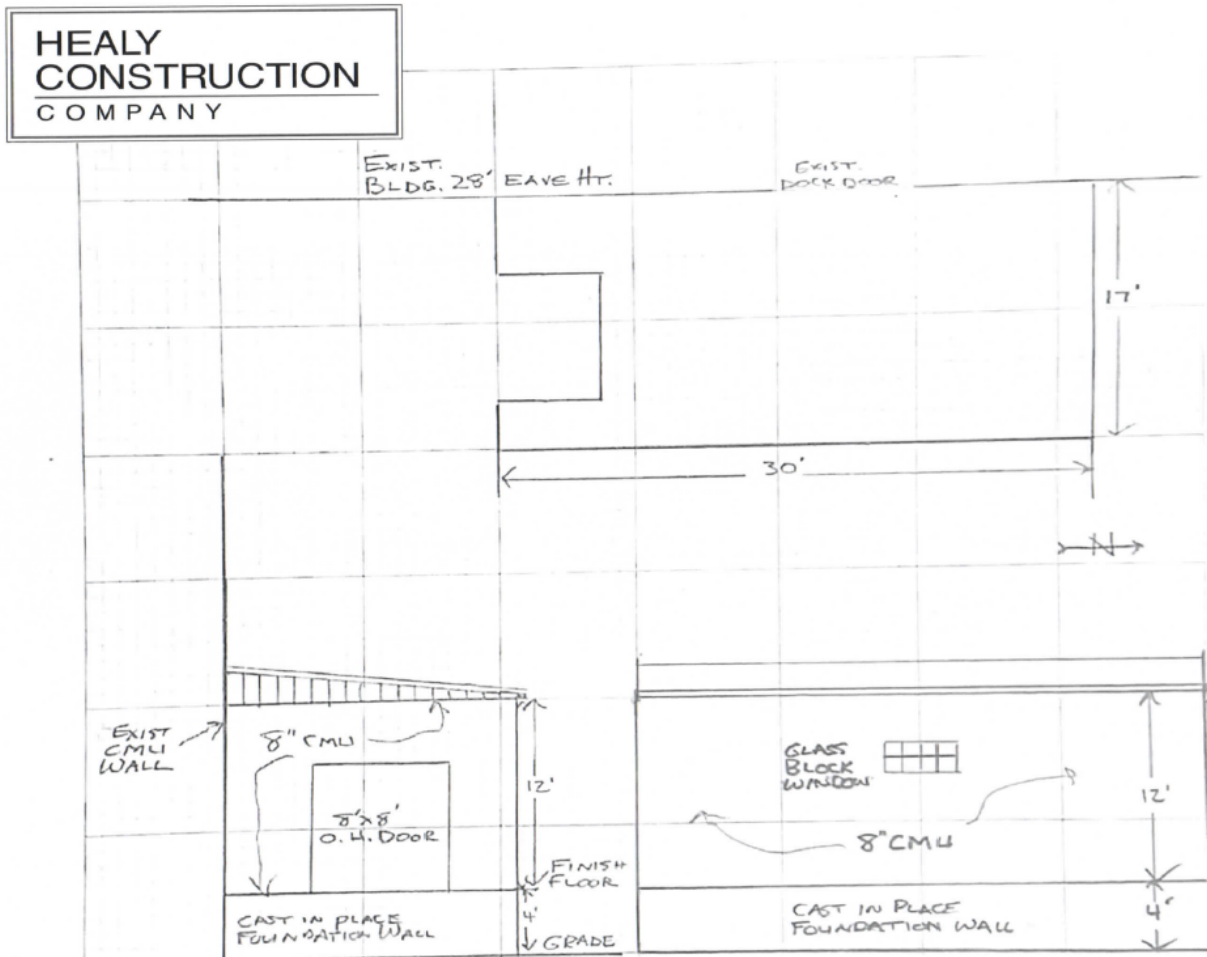
Legal Description

Those parts of Block 6, Riverside Addition, and of Block 4 North, Faribault, and of the North One-half of Section 30, Township 110 North, Range 20 West of the Fifth Principal Meridian, all being in the City of Faribault, Rice County, Minnesota, and lying Southerly and Easterly from the water's edge of the Cannon River described as follows: Beginning at the Northeast corner of Block 1, River View, Faribault, Minnesota (said point being in the Westerly line of 3rd Avenue Northwest); thence Northerly along the Northerly prolongation of said Westerly line of 3rd Avenue Northwest to its intersection with the Westerly prolongation of the Northerly line of 14th Street Northwest in said plat of North Faribault; thence Easterly along said prolongation of the Northerly line of 14th Street Northwest and the Southerly line of said Block 4, North Faribault, to a point in the Northwesterly railroad right of way line, said line being 9.00 feet Northwesterly from and parallel with the center line of said railroad as now traveled; thence Northeasterly along said railroad right of way line to its intersection with the Westerly line of 2nd Avenue Northwest and the East line of said Block 4, North Faribault; thence Northerly along said Westerly line of 2nd Avenue Northwest and the Easterly line of said Block 4, North Faribault and the East line of said Block 6, Riverside Addition and its Northerly prolongation thereof to the Southerly water's edge of said Cannon River, thence Southwesterly along said water's edge to the Northerly line of said Block 1, River View, Faribault, Minnesota; thence Easterly along said Northerly line of Block 1, River View, Faribault, Minnesota to said point of beginning.

Exhibit B
Proposed Enclosed Dock Addition



Site Plan Showing Location of the Proposed Addition



Architectural Plans of the Proposed Addition



Request for Council Action

TO: Mayor and City Council
THROUGH: Environmental Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: April 12, 2022
SUBJECT: Ordinance 2022-6 Amend Chapter 9, Sec. 9-3, (a) of the City Code of Ordinances regarding the Residency Requirement for Environmental Commission Members - First Reading

Background:

Like other city commissions, the Environmental Commission receives limited numbers of applications from residents wishing to serve on the commission. At its March 28 meeting, the Environmental Commission recommended that the City Council amend Chapter 9, Sec. 9-3, (a) of the City Code of Ordinances to allow up to three members from a contiguous township to serve on the seven-member commission. The ordinance currently allows up to two members from a contiguous township to serve on the commission.

The Environmental Commission feels it is appropriate to allow up to three members from contiguous townships for the following reasons:

1. The Environmental Commission serves an advisory role and does not approve city policies, ordinances, or projects.
2. Environmental issues do not follow municipal boundaries. For example, surface water flows from surrounding areas into the city, and the city's surface water flows into other townships. Therefore, it is appropriate to allow commissioners from contiguous townships to contribute to the Environmental Commission's efforts.
3. The Environmental Commission consists of seven members. The proposed ordinance amendment preserves the city residency requirement for four of the seven members, meaning as a body, the commission will have a quorum of city residents on the commission.

The proposed ordinance amendment would not prevent the Council from appointing only city residents to the commission. It simply gives the

Council the option to appoint up to three members from contiguous townships.

Recommendation:

Approve the first reading of Ordinance 2022-6

Attachments:

1. Ordinance 2022-6 Amend Chapter 9. Sec. 9-3, (a) of the City Code of Ordinances regarding the Residency Requirement for Environmental Commission Membe

**CITY OF FARIBAULT
ORDINANCE No. 2022-6**

**AMEND CHAPTER 9, SEC. 9-3, (a) OF THE CITY CODE OF ORDINANCES REGARDING
THE RESIDENCY REQUIREMENT FOR ENVIRONMENTAL COMMISSION MEMBERS**

THE CITY OF FARIBAULT ORDAINS: The City Code of Ordinances shall be amended as follows:

Section 1. Chapter 9, Sec. 9-3, (a) of the Faribault City Code of Ordinances is hereby amended by the addition of the underlined language and by the deletion of the ~~stricken~~ language as follows:

Sec. 9-3 – Organization.

- (a) *Appointment and residency.* The environmental commission shall consist of seven (7) voting members, all of whom the city council shall appoint by resolution. At least ~~five (5)~~ four (4) members shall be residents of the City of Faribault. Up to ~~two (2)~~ three (3) members may be residents of a bordering township.

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

First Reading: April 12, 2022

Second Reading: _____

Publication Date: _____

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: April 12, 2022
SUBJECT: Ordinance 2022-7 Vacate Certain Unused Public Right of Way Easements and Access Restrictions on Lots 2 and 3 of FWF Addition - First Reading

Background:

Kwik Trip Inc. is proposing to construct a new convenience store / fuel station with a car wash at 1955 2nd Avenue NW. The subject property is currently owned by Malecha Properties LLC. Ownership will transfer to Kwik Trip after City approval of development plans. The vacant site is comprised of two lots that will be combined. The property has un-used highway easements that were created by MnDOT for Hwy 218 through this area. Later, these easements were transferred to the City or released by MnDOT. Additionally, the site is affected by an electric transmission line easement along the north frontage and partially on the east side of the site. There is a City sanitary sewer easement along the common lot line separating the two existing parcels. The unused highway easements and access limitations will interfere with development of the site unless they are vacated.

The application to vacate unused public right of way easements (related to the former Highway 218 alignment) is the first of four planning and zoning applications necessary for development of the proposed new convenience store at the site. The remaining three planning and zoning applications (for Preliminary Plat, Final Plat and a Conditional Use Permit (CUP)) will be presented for City Council consideration along with the second reading of the ordinance for easement vacation being presented at this time. The Planning Commission is recommending approval of each of these applications. City staff is working with the applicants and the City Attorney to complete a development agreement, stormwater maintenance agreement and finalize traffic management plans for the intersection of 2nd Avenue (State Highway 3) and 20th Street NW serving this site. A detailed site plan will be presented to the City Council at its April 26th

meeting as part of the CUP for this development application.

On March 7, 2022, after proper public notice, the Planning Commission held a combined public hearing on all of the related development applications for this project. There were several members of the public present for the public hearing. The Developer, City Staff and Planning Commission members answered all the questions and no objections were received regarding the planning and zoning applications for this project. The Commission members discussed the details of the development and had several questions regarding traffic at the intersection adjoining this site. The Planning Commission, by a vote of 5-1, passed a motion to recommend that City Council approve the applications subject to the recommendations of the Development Review Committee (DRC).

Recommendation:

Approve first reading of Ordinance 2022-7 to vacate unused public right of way easements and access restrictions on Lots 2 and 3 of FWF Addition, also known as 1955 2nd Avenue NW.

Attachments:

1. Ordinance 2022-7 Vacating Certain Unused Right of Way Easements on Lots 2 and 3 of FWF Addition - First Reading
2. Planning Commission Memo - March 7, 2022
3. Store 793 - preliminary site plans
4. Colored Elevations

**CITY OF FARIBAULT
ORDINANCE No. 2022-7**

**VACATE CERTAIN UNUSED PUBLIC RIGHT OF WAY EASEMENTS AND
ACCESS RESTRICTIONS ON LOTS 2 AND 3 OF FWF ADDITION**

WHEREAS, Kwik Trip Inc. (Developer), on behalf Malecha Properties LLC. (Owner), has applied to the City of Faribault (City) requesting that the City vacate unused public right of way easements and access restrictions that were originally established for use as State Highway 218 and is no longer needed at this location addressed as 1955 2nd Avenue NW, legally described and graphically depicted in Exhibit A; and

WHEREAS, the applicant in this case has also applied to replat the subject property as Kwik Trip 793, to combine the parcels into one commercial lot; and

WHEREAS, the City Engineer has determined that there is no public need to maintain the easements proposed for vacation in this application; and

WHEREAS, the City Development Review Committee reviewed the Applicant's request and also finds there is no public need to maintain the easements proposed for vacation in this application; and

WHEREAS, City Staff has made a report to the Planning Commission related to the Developer's request; and

WHEREAS, the Planning Commission, on the 7th day of March, 2022 following proper notice, held a public hearing regarding said requests; and

WHEREAS, following said public hearing, the Planning Commission recommended that the City Council approve the vacation request based on the following written findings as required by Section 2-540 of the City of Faribault Unified Development Ordinance:

- 1. No private rights will be injured or endangered because of said vacation.** The requested vacation will not adversely affect private rights in any manner. The Kwik Trip 793 plat associated with this application will, re-establish or maintain required drainage and utility easements at the site.
- 2. The public will not suffer loss or inconvenience because of said vacation.** There is no public need to maintain the unused and unneeded public right of way easements, which the Developer has requested that the City vacate. The Kwik Trip 793 plat associated with this application will, re-establish required perimeter drainage and utility easements at the site which are adequate to serve adjacent properties.

3. No written objection was received, prior to the public hearing, from an adjacent property owner who did not join in the application. The proposed vacation will not adversely affect adjacent property owners.

WHEREAS, the City Council of the City of Faribault held a public meeting on April 12, 2022 for first reading, and on _____, 2022 for second reading of this ordinance in consideration of the Applicant's request, the Staff report, the summary results of the public hearing, and the written findings and recommendation of the Planning Commission related to the Applicant's request; and

WHEREAS, the City Council of the City of Faribault concurs with the recommendation and written findings of the Planning Commission as stated in the above recitals, and hereby makes the identical findings related to the vacation request; and

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Findings. The recitals set forth in this ordinance are incorporated into and made a part of this ordinance and, where applicable, constitute the findings of the Faribault City Council.

Section 2. Vacation. The unused right of way easements and access restrictions that have been conveyed to the City by the State of Minnesota, found on Lots 2 and 3 of FWF Addition as described in Exhibit A and graphically depicted in Exhibit B are hereby vacated.

Section 3. Easements to the State of Minnesota without Documentation of Conveyance or Release. State Highway Easements listed in Doc. No. 199850, have no documentation indicating the release or conveyance to the City. The Owner shall verify the release or conveyance of said easement from the State of Minnesota. The City releases any claims to said easements and if they are later found to have been conveyed to the City, the City hereby vacates said trunk highway easement over the subject site. The Owner shall be responsible for acquiring documentation from the State of Minnesota regarding release or conveyance of said easement.

Section 4. Authorization to take Additional City Action. The Mayor, City Administrator, and the City's Consultants are hereby authorized and directed to take any and all additional steps and actions necessary and convenient to accomplish the intent of this ordinance.

Section 5. Effective Date. This ordinance shall be effective after its passage and publication, in accordance with Chapter 3 of the City Charter.

Public Hearing Date: March 7, 2022
First Reading: April 12, 2022
Second Reading / Adoption: _____, 2022
Publication Date: _____, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A
Legal Description

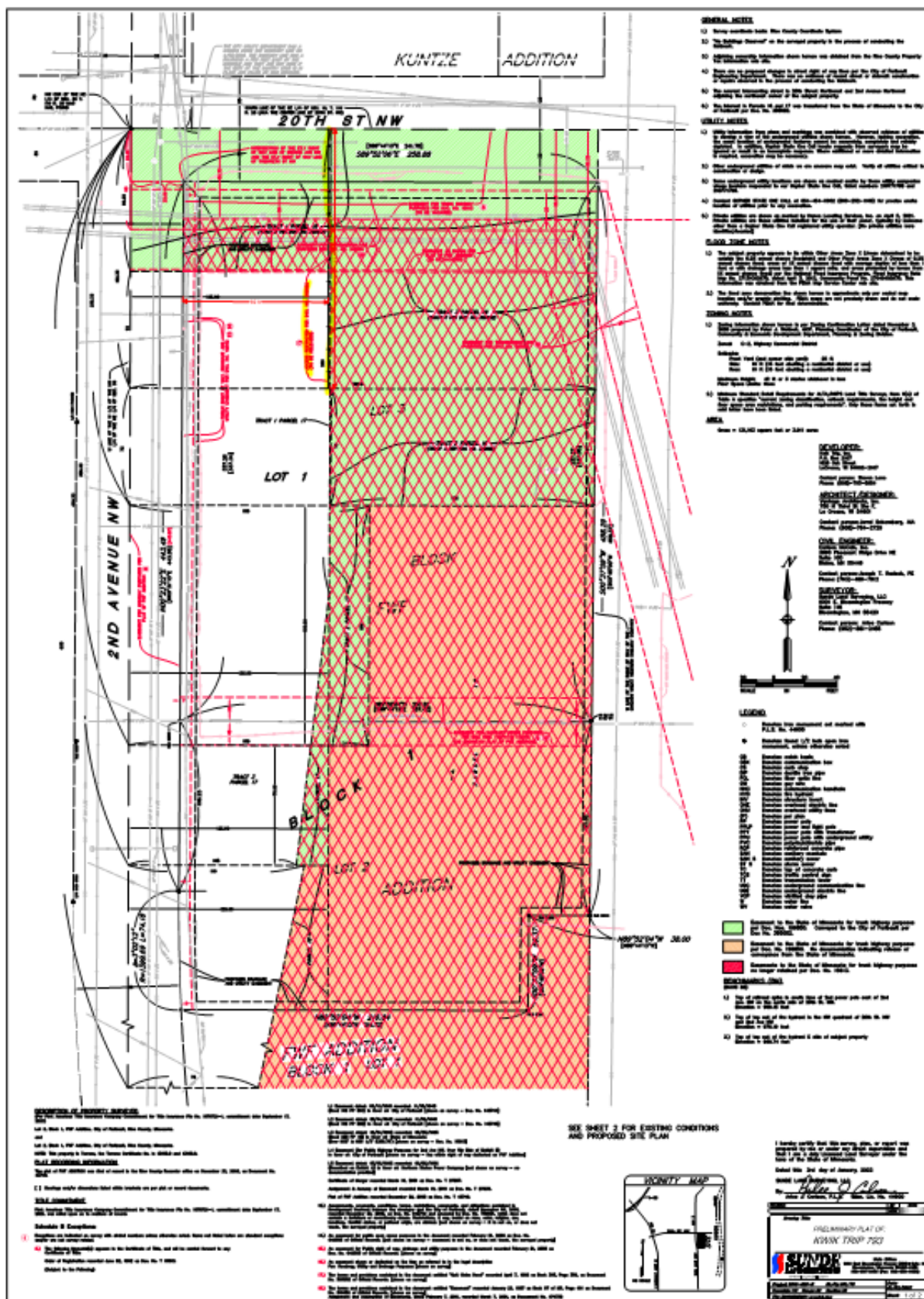
Lots 2, Block 1, FWF Addition, City of Faribault, Rice County, Minnesota
and

Lot 3, Block 1, FWF Addition, City of Faribault, Rice County, Minnesota

Note: This property is Torrens, Certificate No. 13155.0 and 13724.0

Exhibit B

Graphic depiction of the easements and access restriction to be vacated





Request for Planning Commission

TO: Planning Commission
THROUGH: Deanna Kuennen, Community & Economic Development Director
FROM: Peter Waldock, AICP Planning Coordinator
MEETING DATE: March 7, 2022
SUBJECT: Applications Submitted by Kwik Trip Inc. Related to Development of a New Convenience Store / Fuel Station and Car Wash at 1955 2nd Avenue NW

Background:

Kwik Trip Inc. is proposing to construct a new convenience store / fuel station with a car wash at 1955 2nd Avenue NW. The subject property is currently owned by Malecha Properties LLC. Ownership will transfer to Kwik Trip after City approval of development plans. The vacant site is comprised of two lots that are to be combined. The property has un-used highway easements that were created by MnDOT for Hwy 218 through this area. Later, these easements were transferred to the City or released by MnDOT. Additionally, the site is affected by an electric transmission line easement along the north frontage and partially on the east side of the site. There is a City sanitary sewer easement along the common lot line separating the two existing parcels.

Project Summary:

Zoning Districts. The south lot is in the Shoreland Overlay District and both lots are zoned C-2 Highway Commercial District, which includes the proposed uses as permitted uses, without needing special approval. A conditional use permit (CUP) is required for development within the Shoreland Overlay District, which covers about 75% of the south lot in this case.

Comprehensive Plan. The property is guided by the Comprehensive Plan for Commercial / Residential Mixed Uses. The proposed convenience store/fuel station with a car wash fits within the guided uses specified in the plan.

Right of Way Vacation Request. The applicants are seeking to vacate the unused easements for Hwy 218 on site and seek approval of a subdivision that replats the lots 2 and 3 of the FWF Addition in order to combine them into one lot. The City sanitary sewer easement is to remain crossing the new lot. Likewise, an easement for overhead powerlines will remain in place on site as well.

Subdivision Proposal. The subdivision application in this case re-plats lots 2 and 3 of FWF Addition to create one commercial lot. The subdivision will need to dedicate an additional 7 feet of right of way along the west property line that is currently platted as a public right of way and utility easement. This change will not effect setbacks as they are measured from the easement boundary. Parkland Dedication was satisfied for this site with FWF Addition plat approval.

Conditonal Use Permit. A Conditional Use Permit (CUP) is required for any development within the Shoreland Overlay District area. The district only covers 38,762 SF (29%) of the 131,163 SF site. In its review of the CUP application, the State DNR is recommending the use of native plants to increase filtration of run off. The application meets all ordinance development standards for the Shoreland Overlay District.

Development Plan. The development includes construction of a 9,000 SF convenience store with one car wash bay, and two canopy covered pump island areas (on the north and south sides of the building). Parking is provided for 44 vehicles. Of these, two handicapped spaces are provided. There are 20 fuel pumps on the north side of the building and 4 diesel fuel pumps (two diesel fueling spaces) on the south side of the building. Access is planned from 20th Street NW and from 2nd Avenue NW. No structures are proposed within the Shoreland District area. That portion of the site will only have driveways and landscaped areas.

Impervious Surface Calculations. The site (counting both of the current lots) has a total area of 131,163 SF (3.01 acres). 69% of the total area is hard surface covered. Within the shoreland area, the site has 38,762 SF. Of this area, 22,834 SF (59%) is impervious surface. Shoreland Overlay District requirements allow up to 70% impervious surface coverage for the area within its boundaries.

Stormwater Management. The subdivision proposal includes the provision of stormwater management for the development to be constructed off site on city-owned property adjoining to the east. The stormwater basin will be constructed and maintained by the developers under an agreement with the City.

Zoning Requirements. The applicants intend to meet all standards required by the City's Unified Development Ordinances (UDO) without variances. During the site plan review, City staff noted some adjustments are needed to the west curblineline of the parking lot to increase the separation from the 2nd Avenue right of way. This can be done without affecting the onsite parking and vehicle circulation. It will reduce pavement and still meet all ordinance standards.

Deadlines for Action. The complete applications for the subdivision approval and the CUP were received by the City on January 25, 2022. The deadline for action is March 25, 2022, unless extended by the City. The application to vacate the un-used public right of way was received by the City on March 1, 2022. The deadline for action for this application is May 1, 2022.

The City will extend the review period for the Subdivision approvals and the CUP in this case an additional 60 days to May 25, 2022 to allow time to complete the approval process and necessary agreements in this case.

Development Review Comments:

The Development Review Committee (DRC) discussed the application in this case at its meeting of February 22, 2022. The DRC had no major concerns with the proposal and recommended conditional approval of the Preliminary and Final Plat applications and the CUP for development in the Shoreland Overlay District at the site. The DRC comments were as follows:

1. Kwik Trip will need to submit an application to vacate the unused Hwy 218 right of way easements on the site. The right of way will otherwise interfere with development on the site since the easements cover large portions of the property, not leaving sufficient room for the proposed structures and improvements.
2. The preliminary plat shows an existing 7 foot wide easement for 2nd Avenue NW along the west property line. This easement is needed for space for the street and public utilities and should be dedicated as part of the subdivision applications in this case.
3. Setbacks are measured from right of way easements. The site plan will need to be adjusted to provide the required 10 foot front setback from this easement for the west parking lot.
4. The UDO allows 18 foot deep parking stalls along landscaped areas. The 20 foot deep spaces can be reduced accordingly to help with the adjustment for the setback.
5. The UDO requires a 24-foot minimum drive aisle width for two-way traffic. The 30-foot-wide drive aisle can be reduced as needed to adjust

for the setback from the existing 7 feet of right of way along 2nd Avenue.

6. The stormwater management for the subdivision is provided off site on adjoining city property to the west. This is acceptable with an agreement to do so from the City.
7. Parkland dedication for the site was satisfied with the original subdivision of the property. No additional parkland is needed in this case.
8. The Minnesota DNR provided review comments regarding the CUP for Shoreland Development and is recommending native plantings be used on the site (for greater filtration) where possible.
9. The City will need to extend the application review deadline to May 25, 2022, in order to provide sufficient time for the applicants to make needed plan revisions.

Recommendation:

The Planning Commission is asked to separately consider and approve findings in support of the following applications.

- i. Application to Vacate Unused and Un-needed Public Right of Way Easements on the Subject Site.
- ii. Applications for Preliminary and Final Plat to re-plat two lots to create one lot and dedicate 7 feet of public right of way along the east side of 2nd Avenue at the site.
- iii. Application for Conditional Use Permit for development within the Shoreland Overlay District as proposed.

Attachments:

1. Kwik Trip 793 Preliminary Plat_Final Plat_ CUP_Easement Vacation_Engineering Memo for PC 2022-03-07
2. 1955 2nd Ave NW Cmp Pln Map
3. 1955 2nd Ave NW Zoning Map
4. 1955 2nd Ave NW Aerial Map



Engineering Department Memorandum

TO: Peter Waldock, Planning Coordinator

CC: Deanna Kuennen, Comm. and Econ. Development Director
Travis Block, Public Works Director
Jeanne Day, Finance Director

FROM: Mark DuChene, City Engineer

DATE: March 4, 2022

SUBJECT: Kwik Trip 793 Preliminary Plat, Final Plat, Conditional Use Permit & Easement Vacation

BACKGROUND

William Malecha on behalf of Malecha Properties, LLC the property owner, and Jeff Osgood, on behalf of Kwik Trip, Inc., the developer, has submitted a preliminary plat, final plat, conditional use permit and easement vacation applications. The site is located in the NE ¼ of Section 30 Township 110, Range 20W whose parent parcels are Lots 2 & 3, Block 1 FWF Addition. The site is adjacent to 20th Street NW to the north, 2nd Avenue to the west, commercial property to the east and south.

The proposed subdivision is located on land that is currently zoned C-2 Highway Commercial. No rezoning is proposed. The proposed improvements include the construction of a convenience store including gas and diesel pump islands as well as a single stall car wash.

Conditional Use Permit

A conditional use permit is required since a portion of the site is within the City's shoreland overlay district due to its proximity to the Cannon River. All proposed improvements meet the requirements of the City's shoreland overlay district.

There are no proposed public improvements.

The proposed development will be completed by:

Owner: Malecha Properties, LLC
Developer: Kwik Trip, Inc
Surveyor: Sunde Land Surveying
Engineer: Carlson McCain

PLAT

Developer has submitted a preliminary and final plat for Kwik Trip 793. The preliminary and final plat contains one (1) lot for commercial development. The parent parcels are Torrens property with Certificate of Titles 13155.0 & 13156.0.

The areas within the plat include:

Lot 1	3.01 acres (131,163 sf)
Total	3.01 acres (131,163 sf)

Current title work has been submitted with the final plat application and will be subject to the review of the City and City Attorney's office.

Developer shall revise the final plat to dedicate the existing 7-foot Public Right-of-Way Drainage and Utility easement per Doc 42683 as public right-of-way for 2nd Avenue NW. All setbacks shall be measured from this right-of-way line.

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

SITE CONDITIONS

The existing site contains approximately 3.01 acres of land that that is undeveloped and mostly covered in a gravel surface. The site is relatively flat and generally drains from west to east. The site was previously mass graded and a storm water treatment basin constructed for a previous development plan.

There appear to be multiple encroachments on the proposed plat from adjacent properties that must be removed or mitigated. These include fencing and private utilities.

EASEMENTS

Existing Easements

There are multiple existing easements on the site, including:

- 30-foot easement for sanitary sewer purposes in favor of the City of Faribault per Docs 143744 & 143745 and as shown on the FWF Addition plat. This easement covers an 18-inch sanitary sewer line for the City of Faribault. No changes to this easement are required.
- 33-ft Easement for public highway purposes in favor of the City of Faribault as shown on FWF Addition plat. No changes to this easement are required.
- 7-foot Public Right-of-Way Drainage and Utility easement per Doc 42683 as public right-of-way for 2nd Avenue NW. This easement shall be dedicated as public right-of-way for 2nd Avenue as part of the final plat.
- Easement in favor of the State of Minnesota for trunk highway purposes retained per Doc No. 199850. This easement shall be released/vacated as it is no longer needed.

- Highway easement and access control per Quit Claim Deed recorded as Doc. No. 365052. This highway easement and access control was tied to the former TH 218 that was never constructed and shall be released/vacated as it is no longer needed.
- Easement for transmission line purposes in favor of Xcel Energy (NSP) per Doc. No. 316658. This easement shall remain as is.

Proposed Easements

The proposed plat shows perimeter drainage and utility easements as required by City code on proposed Lot 1. The 10-foot drainage and utility easement along the west side of the lot shall be amended to be measured from the new dedicated right-of-way along 2nd Avenue NW.

STREET AND SITE LAYOUT

No public street improvements are planned as part of the subdivision at this time; however, as part of the platting and review process, the Minnesota Department of Transportation requested an intersection traffic impact study (TIS) be performed for the intersection of 2nd Avenue NW/TH 3 and 20th Street NW. The draft TIS indicated that the intersection would perform at an acceptable level of service even through the 2032 horizon year under the build conditions. The one movement that is in question is the TH 3 southbound left turn movement onto 20th Street. This movement is being further analyzed and may require improvements to TH 3.

At the time of this report, a final copy of the traffic analysis report had not been received and therefore there may be additional improvements required to the adjacent public streets pending review of the final traffic report.

2nd Avenue NW

The site is east of and adjacent to 2nd Avenue NW a minor arterial south of 20th Street NW and a principal arterial north of 20th Street NW. 2nd Avenue NW is constructed as a 48-foot wide, four-lane urban roadway and is within a 73-foot right-of-way. The preliminary plat and final plat shall be revised to show dedicating the existing 7-foot easement on the east side of 2nd Avenue NW as right-of-way for 2nd Avenue NW. There is currently no sidewalk on the east side of 2nd Avenue NW and none is planned as a future multi-purpose trail is planned along the east side of the proposed plat.

The site plan indicates two driveway entrances on 2nd Avenue NW to serve the proposed development. Per the FWF Addition development agreement one driveway entrance onto 2nd Avenue NW was allowed per lot for a total of two. Driveway entrances shall be construct to meet the City's standard commercial driveway entrance detail. Based on the results of the final TIS, the City is also considering modifying 2nd Avenue NW south of 20th Street NW to a 3-lane urban section with a continuous two-way left turn lane to accommodate left turns into the proposed development from 2nd Avenue.

20th Street NW

The site is south of and adjacent to 20th Street NW a local roadway. 20th Street NW was reconstructed in 2021 and is constructed as a 32-foot wide, urban roadway and is within a 66-foot right-of-way with no parking on both sides of the street. There is currently no sidewalk on

the south side of 20th Street NW but one is shown in the City's comprehensive sidewalk and trails plan and should be accommodated for with the site development. The site plan indicates one driveway entrances on 20th Street NW to serve the proposed development. Driveway entrances shall be construct to meet the City's standard commercial driveway entrance detail.

PARKS AND TRAILS

Developer shall be responsible for paying parkland dedication as required by City Code of Ordinances. No proposed park land or trails are proposed as part of the development; however, the City's comprehensive trails and sidewalks plan does include the City constructing a new multipurpose trail adjacent to the east side of the proposed plat.

DRAINAGE, GRADING AND EROSION CONTROL

STORM SEWER

The development is located within the Northeast drainage district as identified in the City's 2004 Surface Water Management Plan. Stormwater runoff generated within the site currently drains primarily to the adjacent streets and to the east which eventually connect to existing storm sewer systems that ultimately discharge to the Cannon River to the east.

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

The proposed site improvements include the addition of an estimated 2.1 acres of new and/or reconstructed impervious surface. A stormwater treatment system meeting the current requirements of the Minnesota Pollution Control Agency (MPCA) Construction Storm Water permit and the City's current Municipal Separate Storm Sewers permit must be incorporated into the final plans. The Developer has submitted a Stormwater Management Plan and is proposing to construct a new stormwater treatment basin offsite to the east of the proposed plat on City owned land. The City and Developer have negotiated the terms of an easement agreement. This easement agreement shall be executed in full at the time of the recording of the plat and development agreement. The storm water basin is proposed to then discharge to the Cannon River. The Developer will be responsible for all cost associated with constructing and permitting the proposed stormwater treatment basin including permitting with the Minnesota Department of Natural Resources and Xcel Energy for placing a portion of the proposed basin in an existing Xcel easement.

The proposed stormwater basin will be a private basin and the Developer will be required to enter into a long-term stormwater operations and maintenance agreement with the City and record said agreement at the Rice County Recorder's office.

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

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

UTILITIES

The existing site is currently served by City water and sewer from services extended into the site from mains located in the adjacent public streets and existing utilities have sufficient capacity to serve the proposed development.

All future buildings shall be charged the standard Sewer Access Charge (SAC) and Water Access Charge (WAC) in effect at the time of building permit issuance.

WETLANDS

There are no known wetlands shown on the preliminary plat.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility, and building construction shall be restricted to a single construction access.

RECOMMENDATION

Engineering recommends approval of the Preliminary Plat, Final Plat, Conditional Use Permit & Easement Vacation, subject to the comments within this report and the following:

- A final Traffic Impact Study must be submitted and further comments are subject to the review prior to approval of the final plat and issuance of any site permits.
- Current title work shall be subject to review by the City and City Attorney.
- Developer shall enter into an easement agreement and development agreement prior to filing the final plat and issuance of any building permits.

- Developer shall enter into a stormwater operations and maintenance agreement prior to issuance of any type of occupancy permits.

4TH AVE NW

23RD ST NW

22ND ST NW

21ST ST NW

20TH ST NW

2ND AVE NW

3

Rice County Fairgrounds

North Alexander Park

ALEXANDER DR

Two Rivers Park

Page 236 of 256

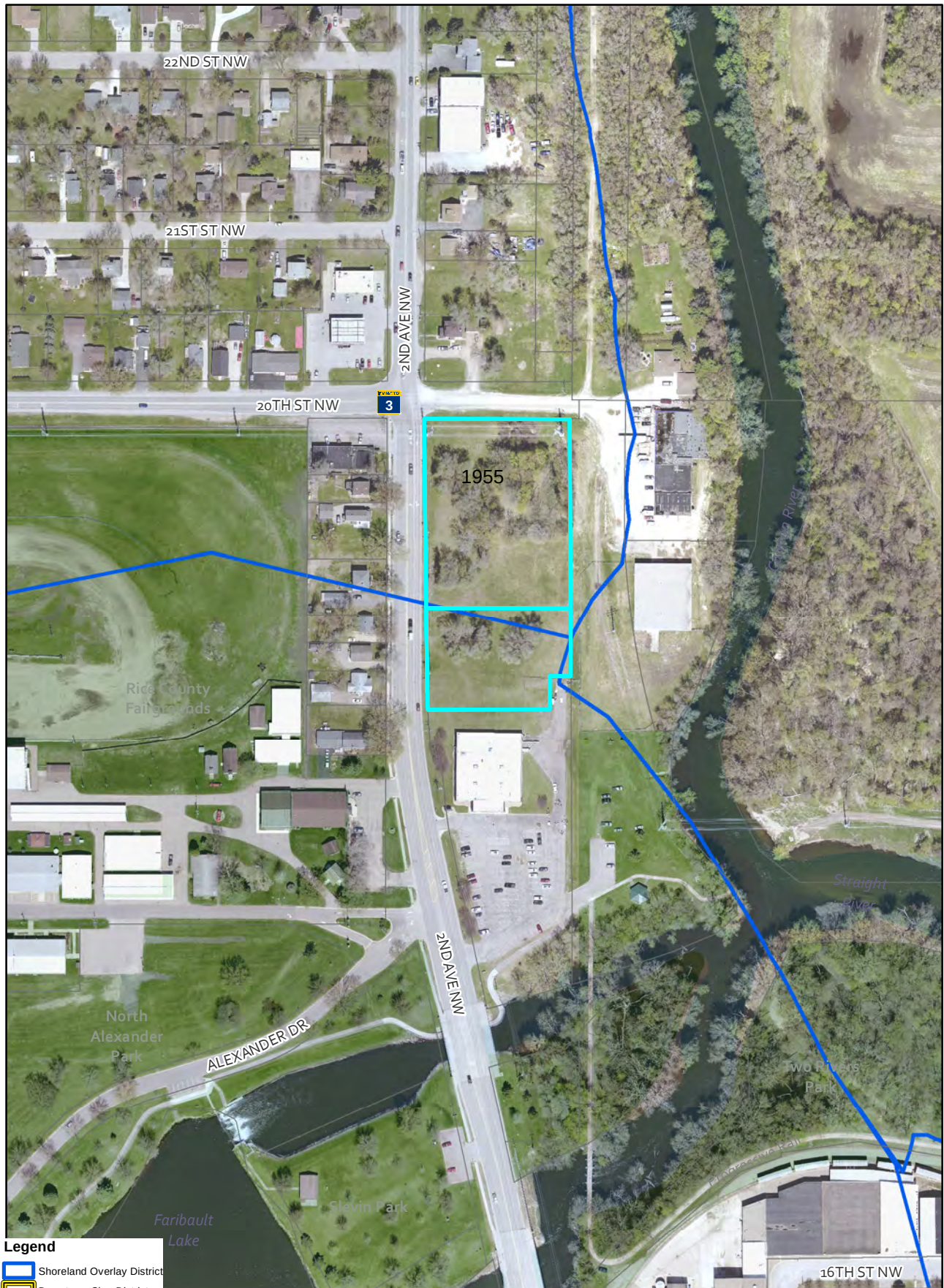
Kwik Trip North - 1955 2nd Ave NW



Legend

Shoreland Overlay District	Single Family Residential	Residential Manufactured Home	Central Business District	Other
Zoning	Single and Two Family Residential	Commercial	Heavy Industrial	Agriculture/Open Space
<all other values>	Low Density Residential	Community Commercial	Industrial Park	Transitional Urban Development
Residential	Medium Density Residential	Highway Commercial	Light Industrial	Downtown Sign District
High Density Residential		Neighborhood Commercial		

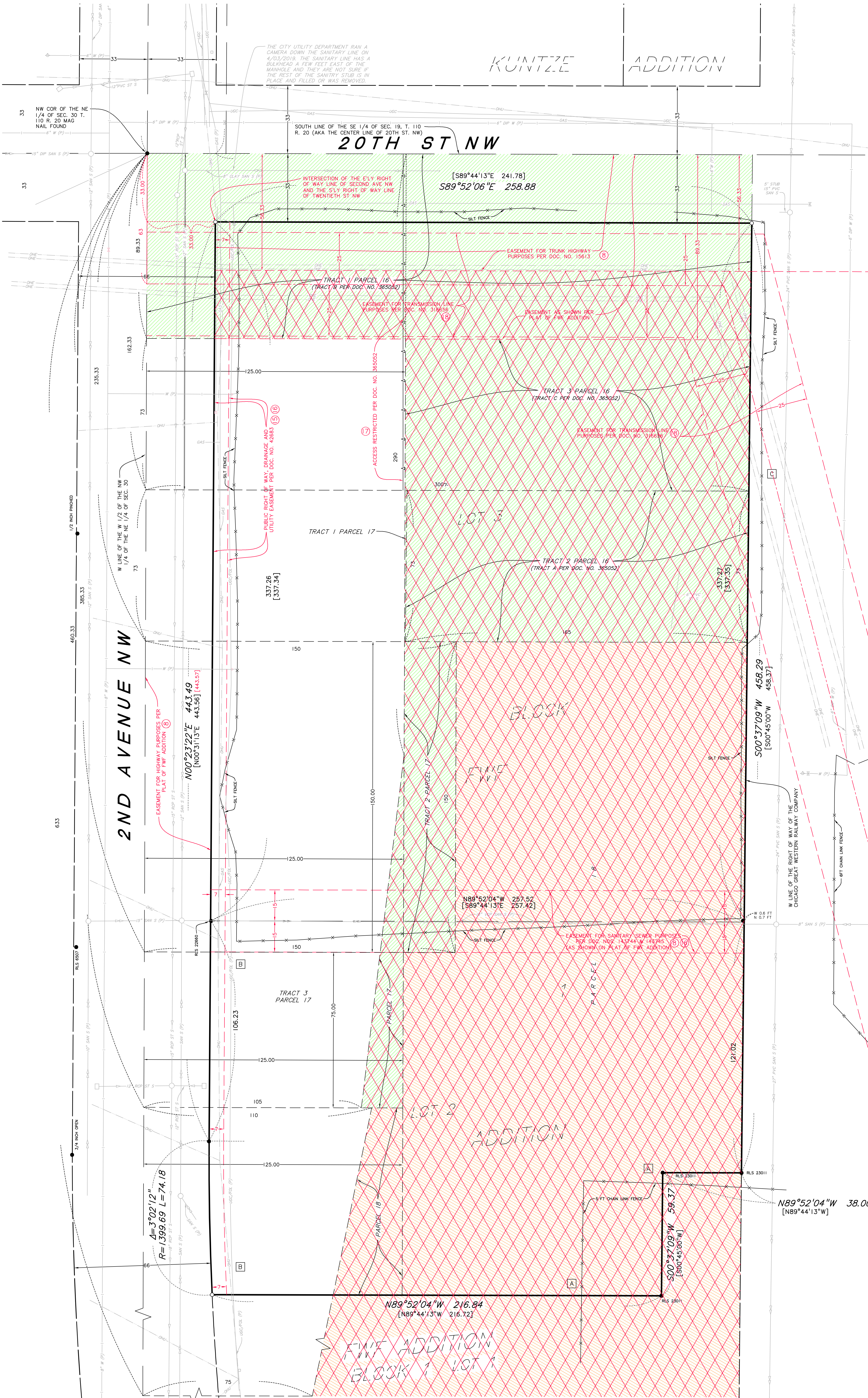
Kwik Trip North - 1955 2nd Ave NW



Legend

- Shoreland Overlay District
- Downtown Sign District





GENERAL NOTES

- Survey coordinate basis: Rice County Coordinate System
- "No Buildings Observed" on the surveyed property in the process of conducting the fieldwork.
- Adjoining ownership information shown hereon was obtained from the Rice County Property Tax Information web site.
- There are no proposed changes in street right of way lines per the City of Fairbault Engineering Department. There was no evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
- The nearest intersecting street is 20th Street Northwest and 2nd Avenue Northwest adjoining the northwest corner of the subject property.
- The interest in Parcels 16 and 17 was transferred from the State of Minnesota to the City of Fairbault per Doc. No. 365052.

UTILITY NOTES

- Utility information from plans and markings was combined with observed evidence of utilities to develop a view of the underground utilities shown hereon. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. In addition, Gopher State One Call locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, excavation may be necessary.
- Other underground utilities of which we are unaware may exist. Verify all utilities critical to construction or design.
- Some underground utility locations are shown as marked onsite by those utility companies whose locators responded to our Gopher State One Call, ticket numbers 210771788 and 210771798.
- Contact GOPHER STATE ONE CALL at 651-454-0002 (800-252-1166) for precise onsite location of utilities prior to any excavation.
- Private utilities are shown as marked by Hance Locating Services, Inc. on April 5, 2021. Private utilities are those utilities installed for the use of their owner, typically by someone other than a Gopher State One Call registered utility operator. [No private utilities were identified/located]

FLOOD ZONE NOTES

- The subject property appears to lie within Other Areas Zone X (Areas determined to be outside the 0.2% annual chance floodplain) and Other Flood Areas Zone X (Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from 1% annual chance flood) per the National Flood Insurance Program, Flood Insurance Rate Map No. 27131C0267D, dated April 3, 2012, Community Panel No. 2704040267D. This information was obtained from the FEMA Map Service Center web site.
- The flood zone demarcation line shown hereon is approximate only per scaled map location and/or graphic plotting. FEMA maps are not precisely drawn and do not scale uniformly. Contact FEMA for final determination.

ZONING NOTES

- Zoning information shown hereon is per Zoning Confirmation Letter dated November 3, 2020 prepared by Peter J. Walodok, AICP, Planning Coordinator of the City of Fairbault, Community & Economic Development Department, Planning & Zoning Division.
Zoned: C-2, Highway Commercial District
Setbacks:
Front Yard (and corner side yard): 25 ft
Side: 10 ft (15 feet abutting a residential district or use)
Rear: 10 ft (15 feet abutting a residential district or use)
Maximum Height: 42 ft or 3 stories whichever is less
Floor Space Limits: None
- Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, Item 6(a) of Table A specifies "current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements". Only those items set forth in said letter have been listed.

PARKING

No designated parking spaces were observed on site.

AREA

Gross = 131,163 square feet or 3.011 acres

LIST OF POSSIBLE ENCROACHMENTS

The following list of possible encroachments is only the opinion of this surveyor; should not be interpreted as a legal opinion and should not be interpreted as a complete listing.

- Possible encroachments are indicated on survey with boxed letters as listed below.
 - Fence crosses southeast corner of property.
 - Utility lines cross property without the benefit of an easement.

LEGEND

○	Denotes iron monument set marked with P.L.S. No. 44900
●	Denotes found 1/2 inch open iron monument, unless otherwise noted
CB	Denotes catch basin
CBX	Denotes communication box
CS	Denotes curb stop
DIP	Denotes ductile iron pipe
FOL	Denotes fiber optic line
GW	Denotes guy wire
HHC	Denotes communication handhole
HYD	Denotes fire hydrant
INV	Denotes structure invert
OHE	Denotes overhead electric line
OHU	Denotes overhead utility lines
(P)	Denotes per plan
PP	Denotes power pole
PPLP	Denotes power and light pole
PPT	Denotes power pole with transformer
PPU	Denotes power pole with underground utility
PVC	Denotes polyvinylchloride pipe
RCP	Denotes reinforced concrete pipe
SAN	Denotes sanitary manhole
SAN S	Denotes sanitary sewer
ST S	Denotes storm sewer
TC	Denotes top of concrete curb
TCS	Denotes traffic control sign
TT	Denotes transmission tower
UGC	Denotes underground communication line
UOE	Denotes underground electric line
VCP	Denotes vitrified clay pipe
W	Denotes water line
WV	Denotes water valve

Easement to the State of Minnesota for trunk highway purposes per Doc. Nos. 199850. Conveyed to the City of Fairbault per Doc. No. 365052.

Easement to the State of Minnesota for trunk highway purposes per Doc. No. 199850. No documentation indicating release or conveyance from the State of Minnesota.

Easements to the State of Minnesota for trunk highway purposes no longer retained per Doc. No. 15613.

BENCHMARKS (BM)

(NAVD 88)

- Top of railroad spike in south face of 2nd power pole east of 2nd Ave. NW on the north side of 20th St. NW.
Elevation = 969.15 feet
- Top of top nut of fire hydrant in the NW quadrant of 20th St. NW and 2nd Ave. NW
Elevation = 976.19 feet
- Top of top nut of fire hydrant E side of subject property
Elevation = 969.74 feet

SURVEYOR'S CERTIFICATION

To Kwik Trip, Inc., a Wisconsin Corporation, Malecha Properties Limited Liability Company, FWF Fund One LLC, and First American Title Insurance Company:

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6(a), 7(a), 8, 9, 11(a), 11(b), 14, 17, and 18 of Table A thereof. The fieldwork was completed on April 1, 2021.

Dated this 20th day of April, 2021.

SUNDE LAND SURVEYING, LLC.
By: *Ailee J. Carlson*
Ailee J. Carlson, P.L.S., Minn. Lic. No. 44900

Edit easement per Doc. No. 15613 & Title

NDN 09/17/2021

Updated Title Commitment

NDN 06/02/2021

Revision

By: MT2 Date: 04/20/2021

Drawing Title:
ALTA/NSPS LAND TITLE SURVEY FOR:
KWIK TRIP, INC.
STORE #793
20th St NW & 2nd Ave NW, Fairbault, MN

Project: 2019-029-B

Blk/Pg: 96/76

Date: 04/20/2021

Township: 110

Range: 20

Section: 30

File: 2019029001-R2.dwg

Sheet: 1 of 2

DESCRIPTION OF PROPERTY SURVEYED
(Per First American Title Insurance Company Commitment for Title Insurance File No. 1578721-1, commitment date August 23, 2021)

Lot 3, Block 1, FWF Addition, City of Fairbault, Rice County, Minnesota.

and

Lot 2, Block 1, FWF Addition, City of Fairbault, Rice County, Minnesota.

NOTE: This property is Torrens, the Torrens Certificate No. is 13155.0 and 13156.0.

PLAT RECORDING INFORMATION
The plot of FWF ADDITION was filed of record in the Rice County Recorder office on December 22, 2008, as Document No. 43740.

[] Bearings and/or dimensions listed within brackets are per plat or record documents.

TITLE COMMITMENT
First American Title Insurance Company Commitment for Title Insurance File No. 1578721-1, commitment date August 23, 2021, was relied upon as to matters of record.

Schedule B Exceptions:
Exceptions are indicated on survey with circled numbers unless otherwise noted. Items not listed below are standard exceptions and/or are not survey related.

8.) The following Memorials(s) appears in the Certificate of Title, and will be carried forward to any Certificate of Title:
Order of Registration recorded June 02, 1992 as Doc. No. T 15613.
(Subject to the Following)

1.)

1.1 Easement dated: 06/11/1948 recorded: 11/15/1948 (Deed 166 PP 591) in favor of: City of Fairbault [shown on survey - Doc. No. 143744]

1.2 Easement dated: 08/14/1942 recorded: 11/15/1948 (Deed 166 PP 592) in favor of: City of Fairbault [shown on survey - Doc. No. 143745]

1.3 Easement dated: 10/24/1963 recorded: 08/25/1965 (Deed 225 PP 48) in favor of: State of Minnesota (Over N33° & N56 1/3° E258.78') [shown on survey - Doc. No. 15613]

1.4 Easement (for Public Highway Purposes for 2nd Ave NW, Over Wly Side of Exhibit B) in favor of: City of Fairbault [shown on survey - lies within right of way dedicated on FWF Addition]

1.5 Easement dated: 03/16/1992 recorded: 06/02/1992 (Described on Exhibit A) in favor of: Northern States Power Company [not shown on survey - no documentation provided]

Certificate of Merger recorded March 19, 2001 as Doc. No. T 27837.

Assignment & Assump of Easement recorded March 19, 2001 as Doc. No. T 27838.

Plot of FWF Addition recorded December 22, 2008 as Doc. No. T 43740.

12.) Assessments, covenants, conditions, terms, restrictions, easements, and obligations contained in Development Contract between the developer and the City of Fairbault, dated November 08, 2008, recorded December 22, 2008, as Doc. No. 043742 and amended by Doc. No. 156831, which does not contain a forfeiture or reversionary clause. Restrictions, if any, based on race, color, religion, sex, handicap, familial status, or national origin, are deleted. [not shown on survey - it is not on, or does not touch, the surveyed property]

14.) An easement for public open space purposes in the document recorded February 21, 2008 as Doc. No. 042882 of Official Records. [not shown on survey - easement is not on, or does not touch, the surveyed property]

15.) An easement for Public right of way, drainage and utility purposes in the document recorded February 21, 2008 as Doc. No. 042683 of Official Records. [shown on survey]

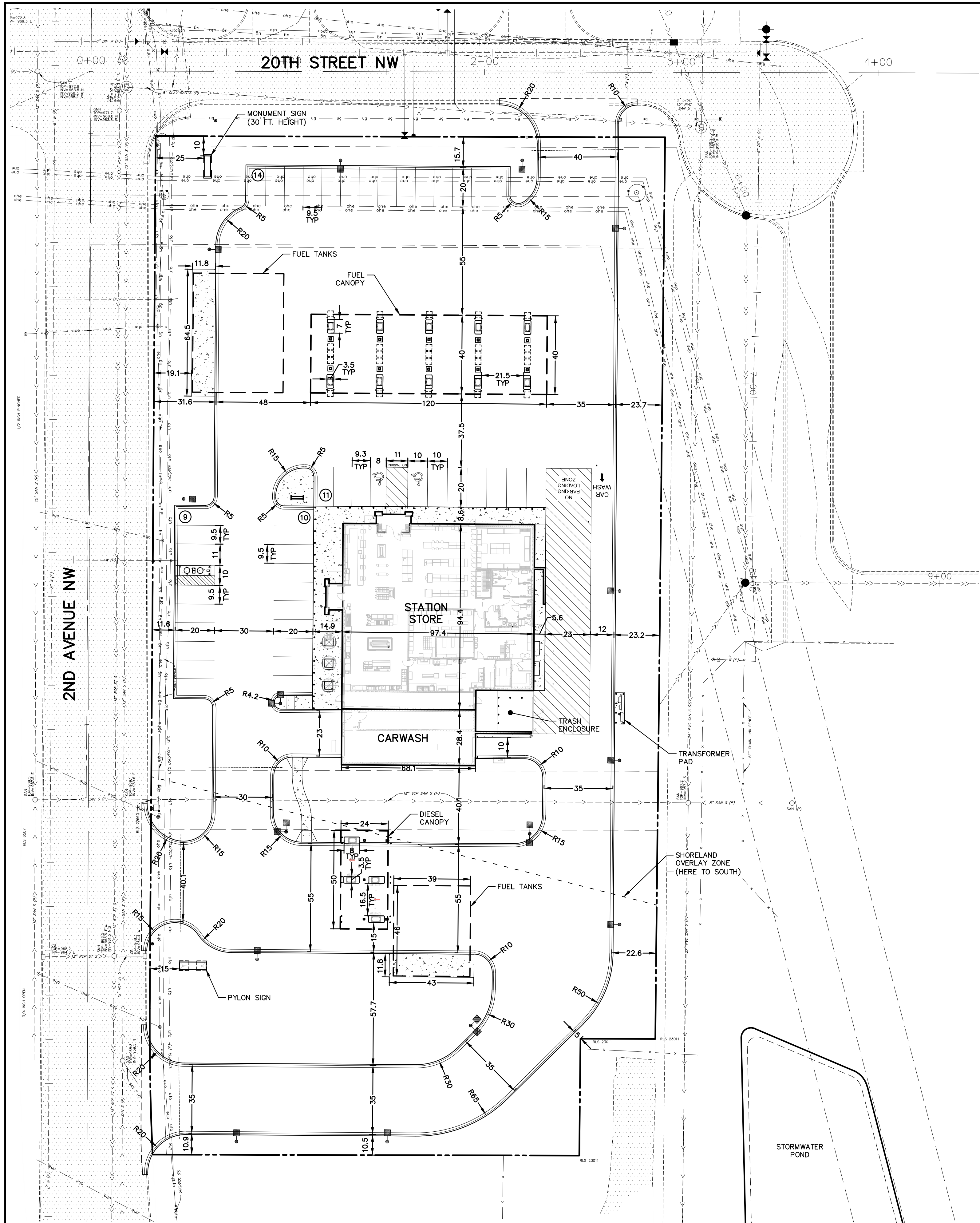
16.) An easement shown or dedicated on the Map as referred to in the legal description For: Roadway, Utility and Drainage Purposes [shown on survey]

17.) The terms and provisions contained in the document entitled "Quit Claim Deed" recorded April 7, 1992 as Book 365, Page 356, as Document No. 316656 of Official Records. [shown on survey]

18.) The terms and provisions contained in the document entitled "Easement" recorded January 22, 1987 as Book 97 of MR, Page 491 as Document No. 316656 of Official Records. [shown on survey]

Assignment and Assumption of Easements, dated February 7, 2001, recorded March 7, 2001, as Document No. 474738

Page 240 of 256



PLAN LEGEND	
EXISTING	PROPOSED
CURB	
BITUMINOUS	
CONCRETE PAVEMENT	
CONCRETE WALK	
GRAVEL	
PROPERTY LINE	
EASEMENT LINE	
STORM SEWER	
SANITARY SEWER	
WATER MAIN	
UNDERGROUND GAS	
UNDERGROUND FIBER OPTIC	
OVERHEAD ELECTRIC	
FENCE	
COMMUNICATIONS BOX	
POWER POLE	
SANITARY MANHOLE	
LIGHT POLE	
SIGN	
TRANSMISSION TOWER	
GAS VALVE	
WATER VALVE	
GUY WIRE	
HYDRANT	

SITE PLAN NOTES

- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- CONCRETE CURB AND GUTTER SHALL BE B612 UNLESS OTHERWISE NOTED.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES PRIOR TO THE START OF SITE WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF DISCREPANCIES OR VARIATIONS FROM THE PLAN.
- UNLESS OTHERWISE SHOWN ON THIS DRAWING, CONTRACTOR SHALL PROVIDE CONTROL JOINTS, CONSTRUCTION JOINT AND EXPANSION JOINTS IN SLAB ON GRADE, SIDEWALKS AND DRIVES PER THE FOLLOWING REQUIREMENTS:
CONTROL JOINT MAX. SPACING: WALKS-8' O.C.
ALL OTHERS-10' O.C.
SAW CUT CONTROL JOINTS MINIMUM 1/4" CONCRETE THICKNESS.
EXPANSION JOINT MAX. SPACING: WALKS-24' O.C.
*ALL OTHERS-40' O.C.
*ALL POINTS WHERE A CHANGE IN PAVEMENT THICKNESS OCCURS SHALL HAVE AN EXPANSION JOINT.
DOWELL ALL EXPANSION JOINTS: 24" O.C. MAX.
CONCRETE SEALER SHALL BE TK-26UV.

SITE DATA

ZONING:	B-2
PARCEL AREA:	131,163 SF
HARD SURFACE AREA:	
STATION STORE:	9,126 SF 7%
CARWASH:	1,931 SF 1%
PAVEMENT:	79,786 SF 61%
TOTAL:	90,843 SF 69%
PERVIOUS SURFACE AREA:	40,321 SF 31%
BUILDING HEIGHTS:	
STATION STORE:	24.0 FT
CARWASH:	14.0 FT
FUEL CANOPIES:	15.5 FT

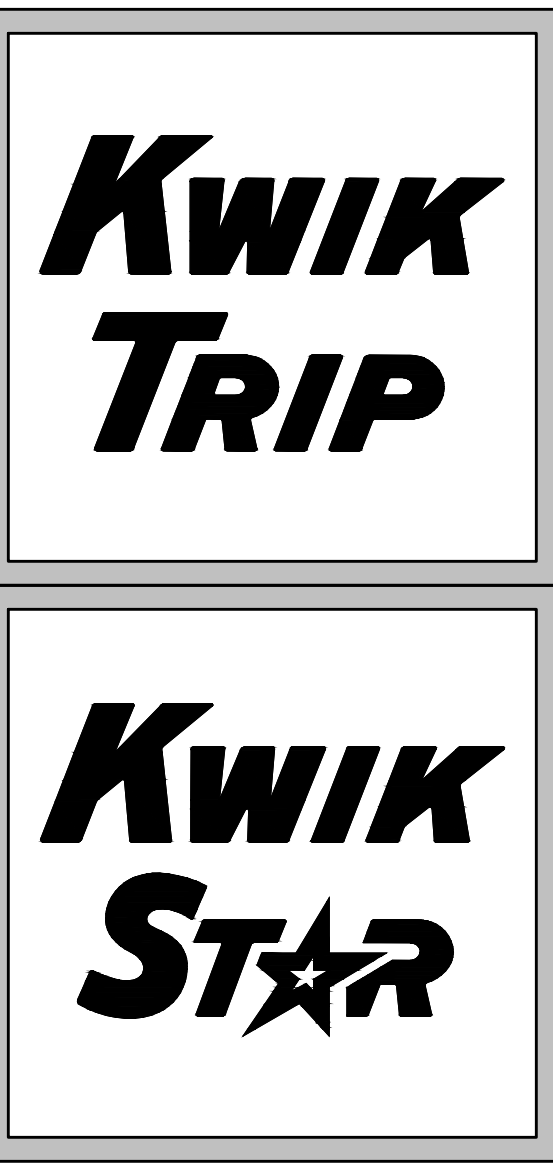
SHORELAND OVERLAY AREA CALCULATIONS

TOTAL AREA:	38,762 SF
IMPERVIOUS AREA:	22,834 SF 59%
PERVIOUS AREA:	15,928 SF 41%

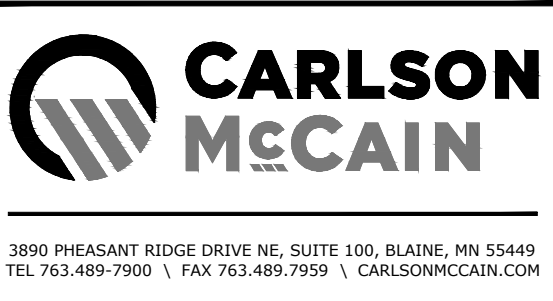
PARKING SUMMARY

STANDARD STALLS	42
HANDICAP STALLS	2
FUEL CANOPY STALLS	20
DIESEL CANOPY STALLS	2
TOTAL STALLS	66

BENCHMARKS	
1. TOP OF RAILROAD SPIKE IN SOUTH FACE OF 2ND POWER POLE EAST OF 2ND AVE NW ON THE NORTH SIDE OF 20TH ST NW	ELEVATION = 969.15 (NAVD 88)
2. TOP OF NUT OF FIRE HYDRANT IN THE NW QUADRANT OF 20TH ST NW & 2ND AVE NW	ELEVATION = 976.19 (NAVD 88)
3. TOP OF NUT OF FIRE HYDRANT E SIDE OF SUBJECT PROPERTY	ELEVATION = 969.74 (NAVD 88)



KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Name: Joseph T. Radach, P.E.
Signature: [Signature]
Date: 10/22/21 License #: 45889

SITE PLAN (LAYOUT)
CONVENIENCE STORE #793
WITH SINGLE BAY CARWASH
& SIDE DIESEL
2ND AVE NW & 20TH ST NW
FAIRBAULT, MINNESOTA

#	DATE	DESCRIPTION
1	12/01/21	SHORELAND AREAS
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

793 SP2

1. MINIMUM REQUIRED PLANTINGS. THE BASE NUMBER OF LANDSCAPE PLANTINGS REQUIRED FOR ALL OTHER USES SHALL BE DETERMINED BY THE PERCENT OF IMPERVIOUS SURFACE ON THE PROPERTY. FOR THE PURPOSES OF THIS SECTION, ALL CALCULATIONS REGARDING THE NUMBER OF REQUIRED PLANTINGS SHALL BE ROUNDED TO THE NEAREST WHOLE NUMBER.

<u>REQUIRED =</u>	30 BASE PLANTINGS (69% IMPERVIOUS) X 3.0 ACRES)
<u>PROVIDED =</u>	116 BASE PLANTINGS, INCLUDING:
	8 DECIDUOUS SHADE TREES
	10 EVERGREEN TREES
	9 ORNAMENTAL TREES
	89 SHRUBS

- (A) SHRUB PLANTINGS. NO MORE THAN ONE-THIRD (1/3) OF THE TOTAL REQUIRED PLANTINGS SHALL BE SHRUBS. PERENNIALS AND ANNUALS SHALL NOT QUALIFY AS SHRUBS.
- (B) EVERGREEN PLANTINGS. A MINIMUM OF ONE-THIRD (1/3) OF THE REQUIRED PLANTINGS SHALL BE EVERGREEN.
- (C) PLANTING LOCATIONS. A MINIMUM OF FIFTY (50) PERCENT OF THE REQUIRED BASE PLANTINGS SHALL BE LOCATED WITHIN THE REQUIRED FRONT BUILDING SETBACK AREA. IF THE PROPERTY HAS MORE THAN ONE (1) STREET FRONTAGE, THE PLANTINGS REQUIRED WITHIN THIS SECTION SHALL BE EVENLY DIVIDED BETWEEN THE STREET FRONTAGES.

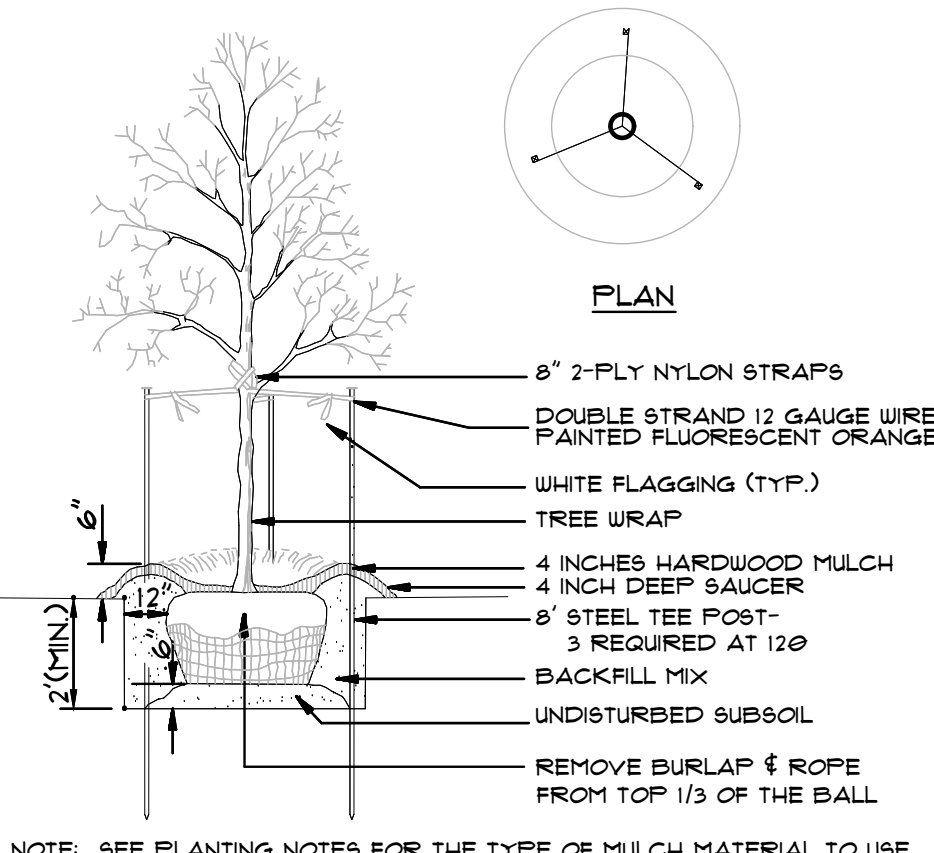
2. INTERIOR LANDSCAPING OF PARKING LOTS. IN ALL PARKING AREAS THAT CONTAIN MORE THAN FIFTY (50) PARKING SPACES, A LANDSCAPED ISLAND OF NOT LESS THAN ONE-HUNDRED (100) SQUARE FEET SHALL BE PROVIDED FOR EACH TWENTY-FIVE (25) PARKING SPACES OR FRACTION THEREOF, AND SHALL CONTAIN ONE (1) TREE WHICH PROVIDES SHADE OR IS CAPABLE OF PROVIDING SHADE UPON MATURITY. THE REMAINDER OF THE LANDSCAPED AREA SHALL BE COVERED WITH TURF GRASS, NATIVE GRASSES, OR ONE PERENNIAL FLOWERING PLANTS, VINES, SHRUBS, TREES, OR LANDSCAPE ROCK A MINIMUM OF ONE AND ONE-HALF (1½) INCH IN SIZE.

REQUIRED = 3 TREES (66 PARKING SPACES / 25)
PROVIDED = 3 TREES

3. PLANT SIZE. MINIMUM PLANT SIZE FOR REQUIRED PLANTINGS USED TO SATISFY THE MINIMUM REQUIREMENTS OF THIS POLICY SHALL BE AS FOLLOWS:
- (A) OVERSTORY DECIDUOUS TREES SHALL BE AT LEAST ONE AND ONE-HALF INCHES (1.5") IN DIAMETER.
 - (B) ORNAMENTAL TREES SHALL BE AT LEAST ONE INCH (1") IN DIAMETER.
 - (C) CONIFEROUS TREES MUST HAVE A MINIMUM HEIGHT OF FIVE FEET (5').
 - (D) SHRUBS SHALL BE AT LEAST 18" IN HEIGHT.

1. **EXISTING CONDITIONS.** CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO BIDDING AND CONSTRUCTION START. ANY DISCREPANCIES FOUND THAT AFFECT THE WORK SHALL BE REPORTED TO THE OWNER/LANDSCAPE ARCHITECT FOR CORRECTION PRIOR TO BIDDING OR APPROVING ANY ADDITIONAL WORK REQUIRED.
2. **UTILITY LOCATES.** CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL PUBLIC AND PRIVATE UTILITIES, INCLUDING UTILITY LINES, AT LEAST 48 HOURS BEFORE EXCAVATING OR IN ACCORDANCE WITH STATE LAW, IN MINNESOTA, CALL Gopher State ONE-CALL AT 651-454-0002 OR 800-480-4800 FOR ALL UTILITIES. CONTRACTOR SHALL VERIFY ALL LOCATES AND ITEMS NOTED AS 'FIELD VERIFY' ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR AT THEIR EXPENSE.
3. **PERMITS.** CONTRACTOR SHALL VERIFY WITH THE OWNER/LANDSCAPE ARCHITECT THAT THE REQUIRED PERMITS HAVE BEEN OBTAINED PRIOR TO CONSTRUCTION START. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS, AND PERMITS GOVERNING THE WORK.
4. **EXISTING ITEMS TO REMAIN.** CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL ITEMS TO REMAIN, INCLUDING EXISTING TREES, SITE AMENITIES, ETC. THAT ARE TO REMAIN FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY DAMAGE (AT CONTRACTOR'S EXPENSE) TO EXISTING ITEMS TO REMAIN.
5. **CONSTRUCTION STAGING AND ACCESS.** CONTRACTOR SHALL VERIFY THE LOCATION FOR CONSTRUCTION STAGING AND SITE ACCESS WITH THE OWNER/LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION START. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING PEDESTRIAN AND VEHICLE ACCESS WITHIN AND ADJACENT TO THE SITE THROUGHOUT THE CONSTRUCTION PERIOD UNLESS OTHERWISE NOTED. LONG-TERM STORAGE OF MATERIALS OR EQUIPMENT SHALL NOT BE PERMITTED. ALL WASTE AND/OR UNUSED MATERIAL SHALL BE PROMPTLY REMOVED FROM THE SITE.
6. **SITE REMOVALS.** REFER TO CIVIL PLANS FOR GENERAL SITE REMOVALS. ALL ITEMS NOTED TO BE REMOVED SHALL BE COMPLETED BY THE CONTRACTOR AND IMMEDIATELY DISPOSED OF OFF-SITE, IN ACCORDANCE WITH LOCAL REGULATIONS, UNLESS OTHERWISE NOTED. COORDINATE WITH OWNER/LANDSCAPE ARCHITECT FOR ANY ITEMS NOTED AS 'REMOVED BY OTHERS' OR 'REMOVE AND SALVAGE.'
7. **UTILITY COORDINATION.** REFER TO CIVIL PLAN SHEETS FOR INFORMATION RELATED TO PROPOSED UTILITIES. COORDINATE WITH ELECTRICAL CONTRACTORS FOR SITE ELECTRICAL WORK AND SITE LIGHTING.
8. **CONSTRUCTION STAKING.** UNLESS OTHERWISE NOTED, CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL STAKES AND CONSTRUCTION FIELD STAKING DURING THE COURSE OF THE PROJECT.
9. **DIMENSIONS.** DIMENSIONS OF TAKE PRECEDENCE OVER SCALE. DIMENSIONS ARE TO FACE OF CURB, EDGE OF PAVEMENT/WALKWAY, OR OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
10. **PLAN QUANTITIES.** CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL MATERIAL QUANTITIES PER PLAN. MATERIAL SCHEDULES ARE PROVIDED SOLELY FOR CONTRACTOR'S CONVENIENCE.

11. REFERENCE SPECIFICATIONS. THE FOLLOWING SPECIFICATIONS SHALL GOVERN THIS PROJECT ACCORDING TO THE FOLLOWING ORDER:
1. ADDENDA, WITH THOSE OF A LATER DATE HAVING PRECEDENCE OVER THOSE OF AN EARLIER DATE.
 2. LANDSCAPE SPECIFICATIONS.
 3. PLAN DRAWINGS.
 4. PLANT / MATERIAL SCHEDULES.
 5. CITY STANDARD SPECIFICATIONS AND DETAILS.
 6. MnDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, LATEST EDITION.

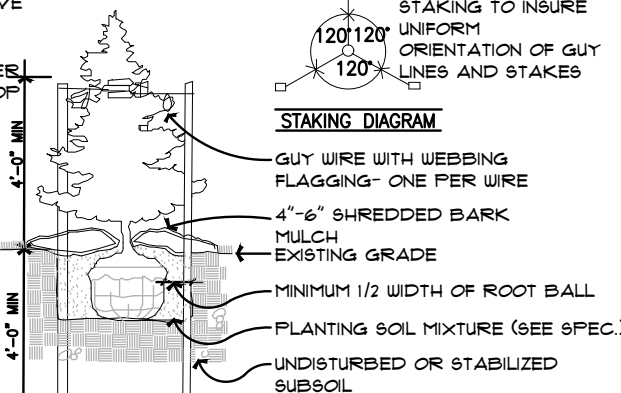


A DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE

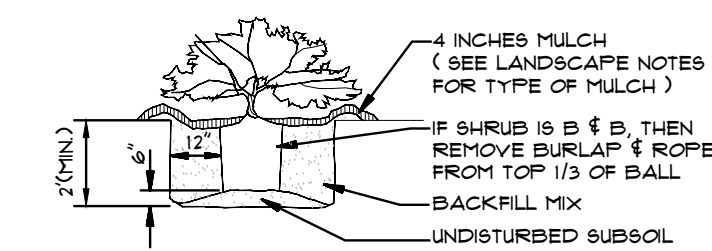
1. SCARIFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING
2. TRIM OUT DEAD WOOD AND WEAK, AND DEFORMED TWIGGS. DO NOT CUT A LEAD NOT PAINT CUTS.
3. SET PLANT ON UNDISTURBED NATIVE OR THOROUGHLY COMPACTED BACKFILL. INSTALL PLANT SO THE ROOT FLARE IS UP TO 2" ABOVE THE FINISHED GRADE.

NOTE: GUY ASSEMBLY OPTIONAL BUT CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR MAINTAINING TREE IN A PLUMB POSITION FOR THE DURATION OF THE GUARANTEE PERIOD

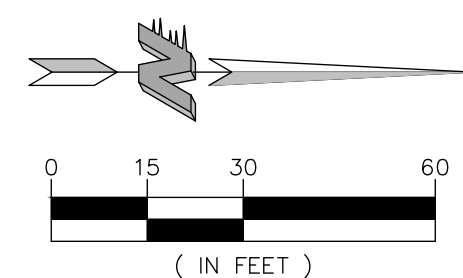
GUY ASSEMBLY: 16" POLYPROPYLENE OR POLYETHYLENE (40 MIL) 1-1/2" WIDE STRAP (TYP) DOUBLE STRAND 10 GA. WIRE, 2-1" ROLLED STEEL POSTS (MNDOT 3401) @ 10' O.C. (SEE STATING DIAGRAM)



B CONIFEROUS TREE PLANTING DETAIL
NOT TO SCALE



C SHRUB & CONTAINER PLANTING DETAIL
NOT TO SCALE



CALL BEFORE YOU DIG



**Know what's below.
Call before you dig.**

KWIK TRIP

**Kwik
Star**

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960



**CARLSON
McCAIN**

3890 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449
TEL 763.489.7900 \ FAX 763.489.7959 \ CARLSONMCCAIN.COM

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.

Name: Ryan J. Ruttger, RLA
Signature: 
Date: 10/22/21 License #: 56346

LANDSCAPE PLAN

**CONVENIENCE STORE #793
WITH SINGLE BAY CARWASH
& SIDE DIESEL**

2ND AVE NW & 20TH ST NW
FAIRBAULT, MINNESOTA

[illegible]

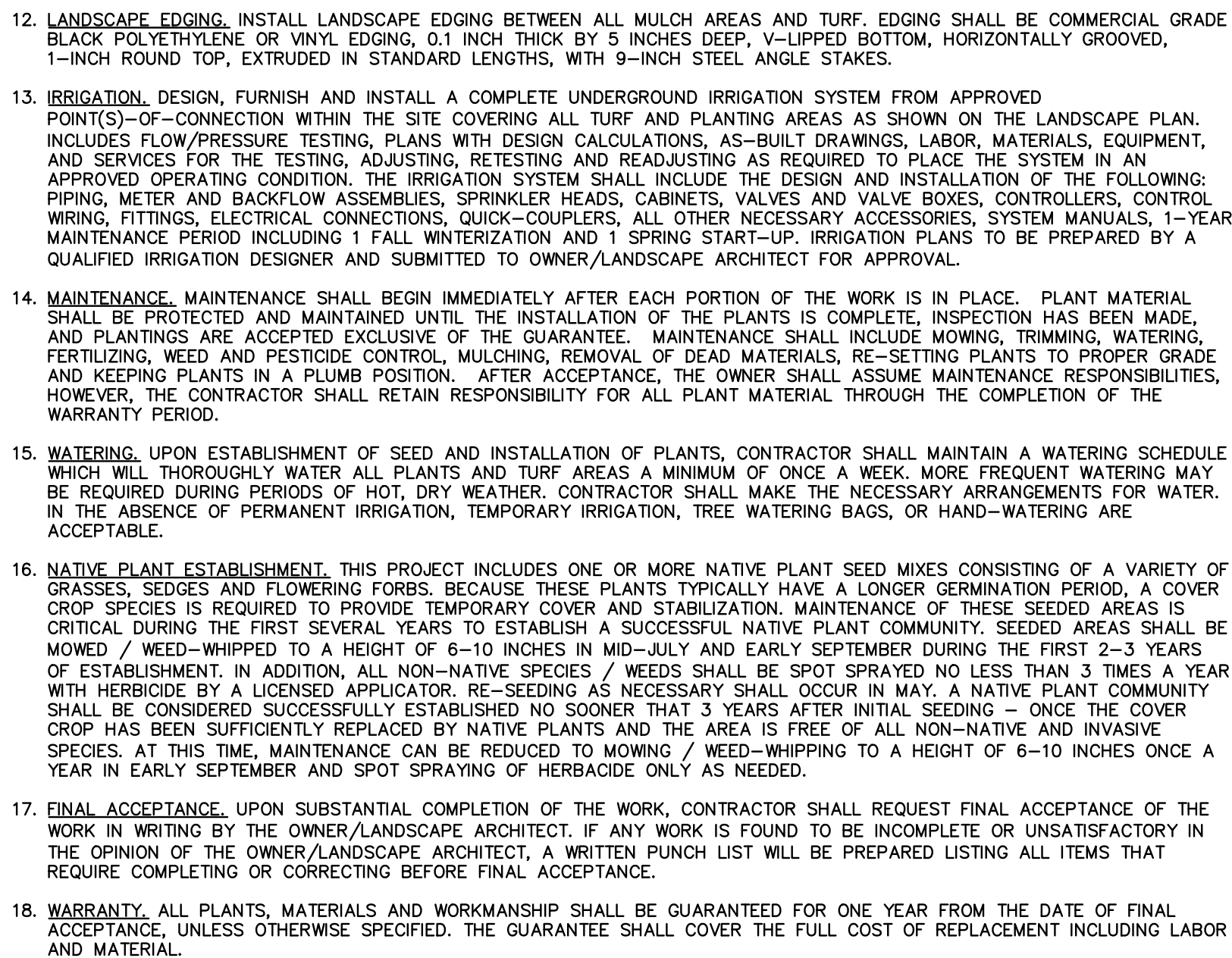
793 L1



PLANT SCHEDULE

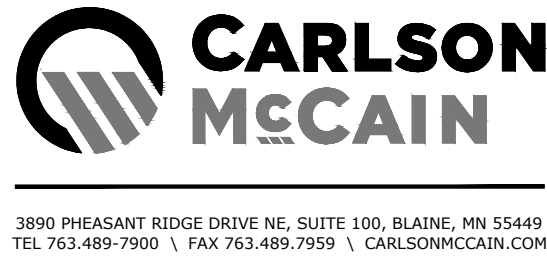
±200 LF POLY EDGING - BLACK

1. **TREE PROTECTION.** ALL TREES NOT SPECIFICALLY NOTED OR MARKED ON SITE FOR REMOVAL SHALL REMAIN PROTECTED AND UNDISTURBED DURING CONSTRUCTION. TREE PROTECTION SHALL EXTEND TO THE DRIP LINE, WITHIN WHICH NO CONSTRUCTION ACTIVITY, MATERIAL STORAGE, OR VEHICLE PARKING SHALL BE PERMITTED. TREE PROTECTION FENCING SHALL BE ERECTED PRIOR TO ANY CONSTRUCTION ACTIVITY. FENCING SHALL BE 4" TALL, 1/2" GALVANIZED STEEL WOODSPAKE AND SHALL CONSIST OF 4" TALL HEAVY DUTY ORANGE CONSTRUCTION FENCING WITH 6" STEEL FENCE POSTS SPACED 6' O.C. MAX.
2. **EROSION CONTROL.** REFER TO CIVIL PLAN SHEETS FOR EROSION/SLURRY POLLUTION PREVENTION PLAN (SWPPP), AND TEMPORARY SEEDING/STORMWATER BASINS, INCLUDING SOD, FENCING, SLO-ROLLS, INLET PROTECTION, EROSION CONTROL, BLANKETING, SOD CONTROL, SWEEPING AND ROCK CONSTRUCTION ENTRANCE. ALL DISTURBED AREAS SHALL RECEIVE PERMANENT STABILIZATION IN ACCORDANCE WITH THE LANDSCAPE PLAN WITHIN 7 DAYS AFTER CONSTRUCTION ACTIVITY IN THE DISTURBED AREA. SEASONAL SEASONAL EVENTS FOR WHICH STABILIZATION MUST NOT BE IMPLEMENTED WITHIN 7 DAYS, TEMPORARY STABILIZATION BMPs MUST BE IMPLEMENTED WITHIN 7 DAYS USING.
3. **CLEARING AND GRUBBING.** CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING AND GRUBBING ALL AREAS INDICATED AS BEING DISTURBED OR OTHERWISE SHOWN ON PLANS. CLEARING AND GRUBBING SHALL INCLUDE REMOVAL AND DISPOSAL OF ALL TREES, STUMPS, BRUSH, GRASS, ROOTS AND OTHER ORGANIC MATERIAL AT AN APPROVED OFF-SITE DISPOSAL LOCATION.
4. **SOIL PREPARATION.** REFER TO GEOTECHNICAL REPORT FOR ANY REQUIRED SOIL CORRECTIONS, AMENDMENTS OR ADDITIONAL INFORMATION (IF APPLICABLE). EXISTING TOPSOIL SHALL BE STRIPPED FROM ALL DISTURBED AREAS AND STOCKPILED IN AN APPROVED LOCATION FOR RE-SPREAD. ALL AREAS WHERE SOIL HAS BEEN COMPACTED BY CONSTRUCTION ACTIVITY AND THAT ARE INDICATED TO BE SODDED, SEEDED OR PLANTING BED SHALL BE DE-COMPACTED TO A MINIMUM DEPTH OF 12 INCHES BY SOIL RIPPING, TILLING OR OTHER APPROVED SOIL LOOSENING METHOD.
5. **TOPSOIL MATERIAL.** ALL EXISTING, AMENDED OR IMPORTED TOPSOIL SHALL MEET THE REQUIREMENTS OF MDDOT TOPSOIL TYPE A. TOPSOIL SHALL BE IN CONFORMANCE WITH THE FOLLOWING: TOPSOIL SHALL BE SODDED OR TO A MINIMUM 12 INCH DEPTH OF TOPSOIL SHALL BE PLACED WITHIN ALL PLANTING BED AREAS. ALL TOPSOIL SHALL BE FINE GRADED, RAKED AND DRAGGED TO PROVIDE A SMOOTH, UNIFORM SURFACE. TOPSOIL GRADES SHALL BE WITHIN .1 FEET OF INDICATED FINISHED GRADE AND SHALL BE TRUE TO GRADIENTS SHOWN ON PLANS. REFER TO CIVIL PLAN SHEETS FOR FILTRATION BASIN SOIL REQUIREMENTS.
6. **SEEDING AND TURF ESTABLISHMENT.** CONTRACTOR SHALL OBTAIN OWNER/LANDSCAPE ARCHITECT'S APPROVAL OF FINAL GRADES AND TOPSOIL PREP PRIOR TO SEEDING. APPLY 12-12-12 GRANULAR STARTER FERTILIZER AT A RATE OF 250 LBS PER ACRE AND 10-10-10 GRANULAR FERTILIZER AT A RATE OF 250 LBS PER ACRE. FOLLOWING SEEDING, APPLY ONE HALF THE INDICATED RATE, VIA BROADCAST SPREADER, DROP SEEDER OR DRILL SEEDER. FOLLOWING SEED APPLICATION, INSTALL TYPE 3N EROSION CONTROL BLANKET ON ALL SLOPES GREATER THAN 4:1. IN ALL OTHER AREAS, APPLY HYDROMULCH COVER (MUST BE A SEPARATE OPERATION FROM SEEDING) AT A TARGETED DRY WEIGHT RATE OF 3500 LBS PER ACRE. SOIL SHALL BE KEPT MOIST DURING SEEDING. SEEDING MUST BE COMPLETED WITHIN 14 DAYS OF THE END OF THE CONSTRUCTION STAND OF GRASS, FREE OF WEEDS AND WITH COVERAGE EXCEEDING 75% IN ANY 10'x10' AREA PRIOR TO FINAL ACCEPTANCE.
7. **SODDING.** CONTRACTOR SHALL OBTAIN OWNER/LANDSCAPE ARCHITECT'S APPROVAL OF FINAL GRADES AND TOPSOIL PREP PRIOR TO SODDING. APPLY 12-12-12 GRANULAR STARTER FERTILIZER AT A RATE OF 250 LBS PER ACRE PRIOR TO SODDING AND ROLL TOPSOIL TO CREATE A UNIFORM SURFACE FOR LAYING SOD. SOD SHALL NOT BE CUT MORE THAN 24-HOURS IN ADVANCE OF INSTALLATION. CONTRACTOR SHALL KEEP SOD MOIST FOR A MINIMUM OF 30 DAYS AND SHALL BE RESPONSIBLE FOR MAINTAINING THE SOD UNTIL FINAL ACCEPTANCE.
8. **PLANT MATERIAL.** ALL PLANTING STOCK SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK," ANSI-260, LATEST EDITION, OF THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANTING. ALL PLANTING STOCK SHALL BE FREE OF DISEASE AND PESTS. PLANTING STOCK WHICH ARE DEEMED TO BE UNSATISFACTORY BEFORE, DURING, OR AFTER INSTALLATION. NO SUBSTITUTION OF PLANT MATERIAL SHALL BE ACCEPTED UNLESS APPROVED IN WRITING BY THE OWNER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
9. **PLANT MATERIAL SUBSTITUTIONS.** ALL REQUESTS FOR PLANT SUBSTITUTIONS SHALL BE MADE IN WRITING TO THE OWNER/LANDSCAPE ARCHITECT AND MUST BE APPROVED BY THE CITY.
10. **PLANT INSTALLATION AND ESTABLISHMENT.** REFER TO STANDARD PLANTING DETAILS. CONTRACTOR SHALL STAKE TREE LOCATIONS FOR APPROVAL BY OWNER/LANDSCAPE ARCHITECT PRIOR TO PLANTING. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE.
11. **MULCH MATERIAL.** DOUBLE SHREDDED HARDWOOD MULCH OR ROCK MULCH AS INDICATED ON PLANS. ALL MULCH SHALL BE CLEAN AND FREE OF NOXIOUS WEEDS, SOIL, OR OTHER DELETERIOUS MATERIAL, AND SHALL BE INSTALLED OVER A NON-WOVEN GEOTEXTILE FABRIC (INCIDENTAL) OR OTHER APPROVED WEED BARRIER TO A MINIMUM SETTLED DEPTH OF 4". MULCH SHALL BE SPREAD FROM THE INSIDE OF THE MULCH BED TO THE OUTSIDE OF THE MULCH BED. MULCH SHALL BE INSTALLED WITHIN 48-HOURS OF PLANT INSTALLATION.



**Kwik
STAR**

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960



Name: Ryan J. Ruttger, RLA
Signature: 
Date: 10/22/21 License #: 56346

[illegible]



FRONT RIGHT VIEW



REAR RIGHT VIEW



FRONT LEFT VIEW



REAR LEFT VIEW



FRONT ELEVATION

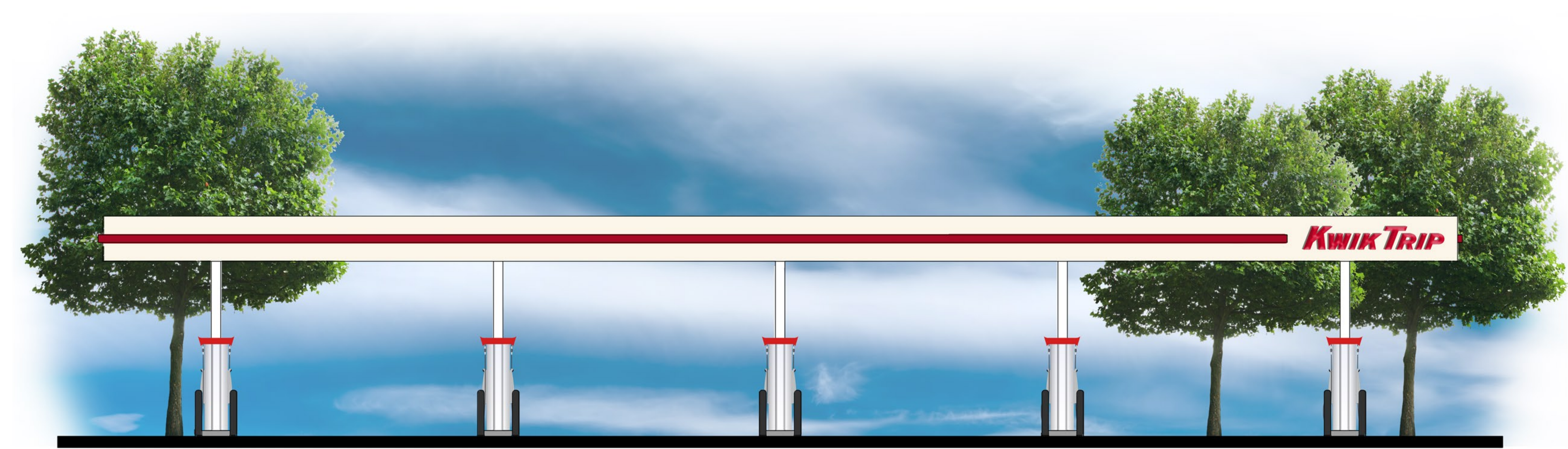
Kwik
TRIP

Kwik
STAR

KWIK TRIP, Inc.
 P.O. BOX 2107
 1626 OAK STREET
 LA CROSSE, WI 54602-2107
 PH. (608) 781-8988
 FAX (608) 781-8960

EXTERIOR ELEVATIONS
 GEN 3 RIGHT HAND with 1 Bay Carwash

1 FRONT ELEVATION



KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

10 MPD

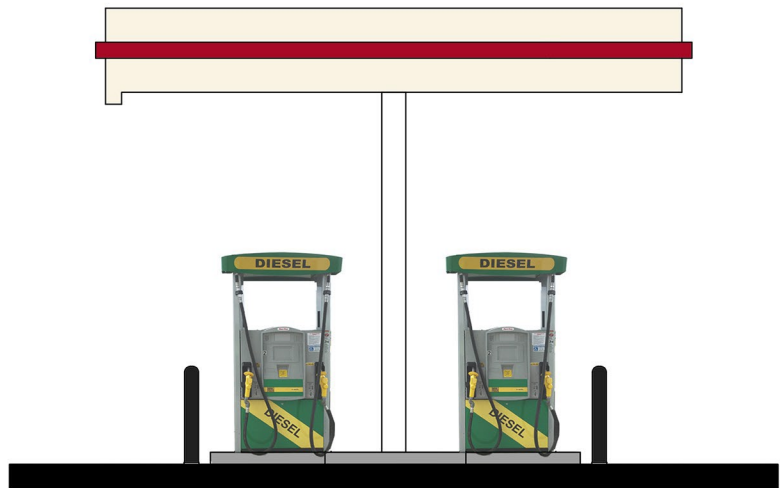
2 SIDE ELEVATION



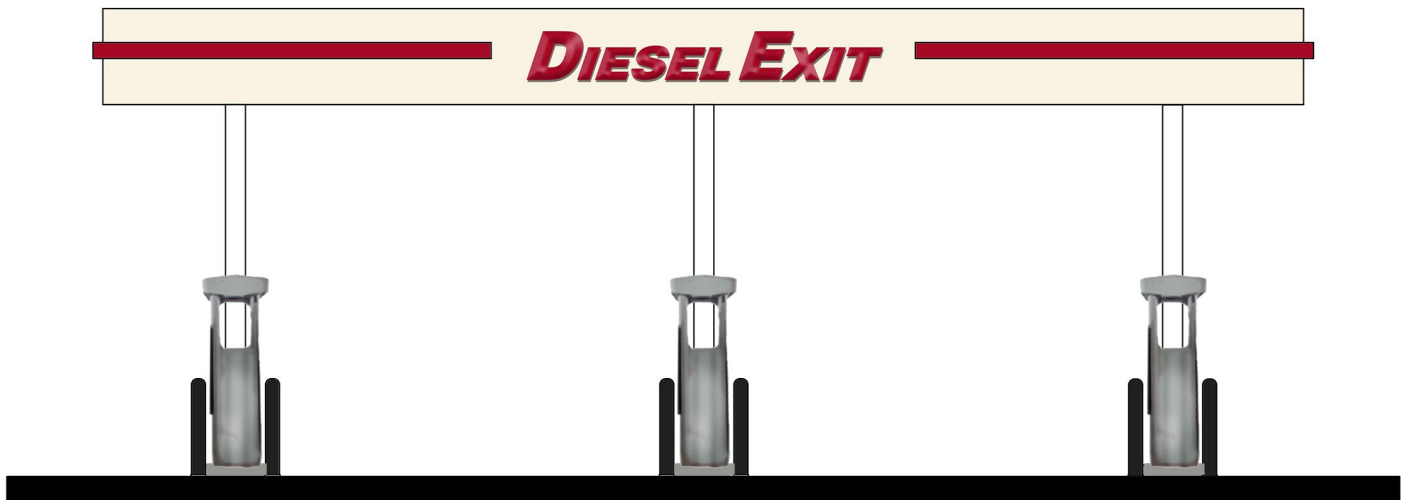
1 FRONT ELEVATION



2 SIDE ELEVATION



3 REAR ELEVATION



**Kwik
TRIP**

**Kwik
STAR**

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

2 LANE DIESEL



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: April 12, 2022
SUBJECT: Resolution 2022-075 Accept Bids for Municipal Airport Airfield Lighting Improvements

Background:

On Wednesday, March 30, 2022, bids were received for the Airfield Lighting Project at the Airport. The project includes replacement of runway and taxiway edge lights with LED fixtures, electrical cable replacements, upgrading airfield signs and beacon with LEDs, improvements to the electrical service room, and wind cone foundation improvements.

The bids are tabulated as follows:

Neo Electric LLC, Hudson, WI	\$ 263,757.00
Coles Electric, Owatonna, MN	\$ 335,750.00
<i>Engineer's Estimate</i>	<i>\$ 312,450.00</i>

Based on the low bidder's price, the estimated funding is as follows:

Federal Grant Funds	\$ 237,381.30 (90%)
State Grant Funds	\$ 13,187.85 (5%)
Airport Fund	<u>\$ 13,187.85 (5%)</u>
Total	\$ 263,757.00 (100%)

It is recommended to award to the low bidder, Neo Electric LLC. The award recommendation is contingent upon receiving the Federal grant for the project.

The total project costs are as follows:

Construction	\$263,757.00
Owner Procured Materials	\$ 12,281.00
Engineering Design	\$ 72,750.00
Construction Administration	\$ 45,532.00

FAA Flight Check	<u>\$ 15,343.00</u>
Total	\$409,663.00

The total project funding breakdown is as follows:

Federal Funding	\$368,696.70 (90%)
State Funding	\$ 20,483.15 (5%)
Local Funding (Airport Fund 225)	<u>\$ 20,483.15 (5%)</u>
Total	\$409,663.00 (100%)

Recommendation:

Approve Resolution 2022-075

Attachments:

1. Resolution 2022-075 Accept Bids for Municipal Airport Airfield Lighting Improvements
2. Resolution 2022-075 Accept Bids Presentation

CITY OF FARIBAULT

RESOLUTION #2022-075

ACCEPT BIDS FOR MUNICIPAL AIRPORT AIRFIELD LIGHTING IMPROVEMENTS

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

Neo Electric LLC, Hudson, WI	\$ 263,757.00
Coles Electric, Owatonna, MN	\$ 335,750.00

; and

WHEREAS, it appears that Neo Electric LLC, Hudson, WI 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 Neo Electric in the name of the City of Faribault for Municipal Airport Airfield Lighting Improvements in the amount of \$263,757.00, contingent upon receiving Federal grant funding, according to the Plans and Specifications prepared and on file in the office of the Public Works Director.

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

Date Adopted: April 12, 2022

Faribault City Council

Kevin F. Voracek, Mayor

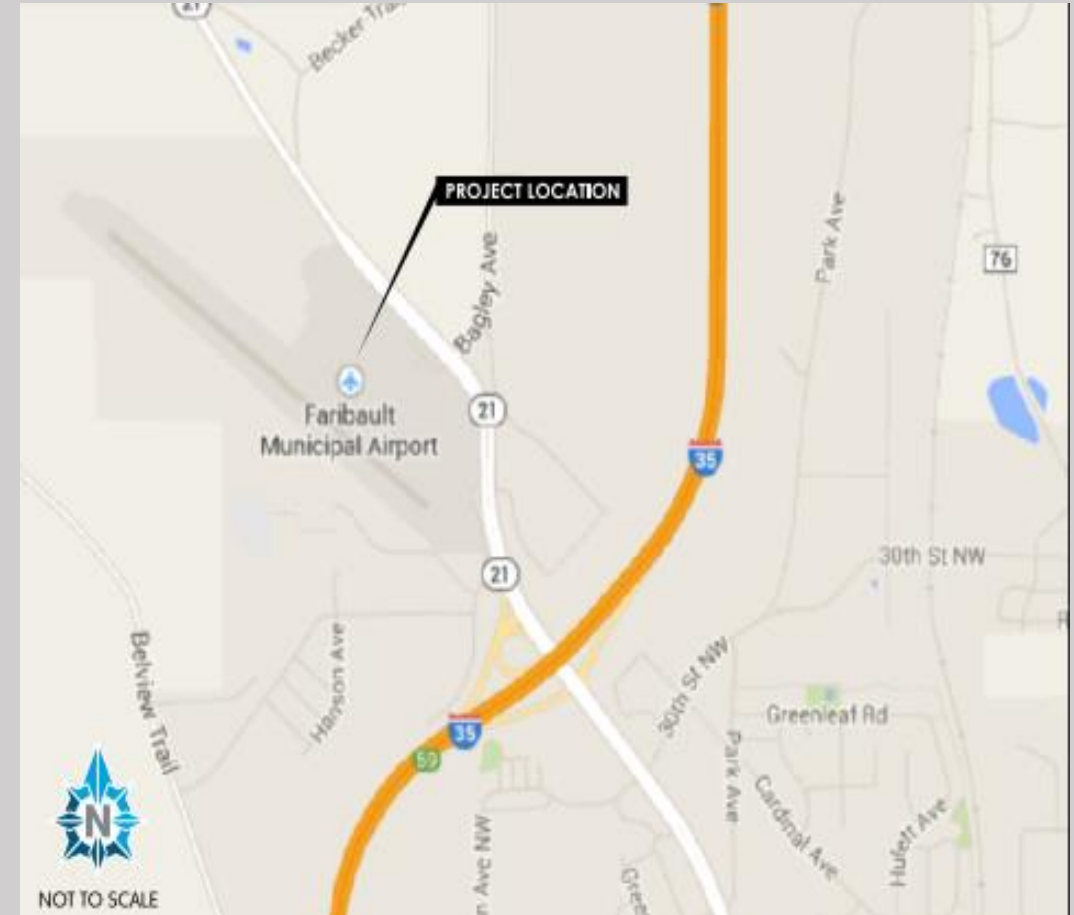
ATTEST:

Timothy C. Murray, City Administrator

MUNICIPAL AIRPORT AIRFIELD LIGHTING IMPROVEMENTS

**RESOLUTION 2022-075 ACCEPT
BIDS**

April 12, 2022



Municipal Airport Airfield Lighting Improvements

BID RESULTS

Neo Electric LLC, Hudson, WI \$ 263,757.00

Coles Electric, Owatonna, MN \$ 335,750.00

Engineer's Estimate \$312,450.00



Municipal Airport Airfield Lighting Improvements

Project Costs & Funding

Federal Funding	\$ 237,381.30	90%
State Funding	\$ 13,187.85	5%
<u>Airport Fund (225)</u>	<u>\$ 13,187.85</u>	<u>5%</u>
Total	\$ 263,757.00	100%

Municipal Airport Airfield Lighting Improvements

Total Project Costs & Funding

Construction	\$263,757.00
Owner Procured Materials	\$ 12,281.00
Engineering Design	\$ 72,750.00
Construction Administration	\$ 45,532.00
FAA Flight Check	<u>\$ 15,343.00</u>
Total \$ 409,663.00	

\$770,000 Budgeted for the Project



Municipal Airport Airfield Lighting Improvements

Total Project Costs & Funding

Federal Funding	\$ 368,696.70	90%
State Funding	\$ 20,483.15	5%
Airport Fund (225)	<u>\$ 20,483.15</u>	<u>5%</u>
Total	\$ 409,663.00	100%

\$770,000 Budgeted for the Project



Municipal Airport Airfield Lighting Improvements Project Schedule

- Order Improvements January 11, 202
- Approve Plans and Specifications/Est Bid Date March 8, 2022
- Receive Bids March 30, 2022
- **Award Contract*** **April 12, 2022**
- Begin Construction May 2022
- Final Completion October 2022

*Contract award is contingent upon grant approval



Recommendation

- Approve Resolution 2022-075