



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, JULY 14, 2026

6:00 PM

1. **Call to Order/Roll Call/Pledge of Allegiance**
2. **Approve Agenda**
3. **Presentations/Introductions – None**
4. **Approve minutes of June 23, 2026, City Council Meeting, June 23, 2026, Special City Council Meeting - Closed Session - Litigation, June 23, 2026, Special City Council Meeting - Closed Session - Property and July 7, 2026 Special City Council Meeting - Closed Session - Labor Negotiations**
 - A. Approve minutes of June 23, 2026, City Council Meeting, June 23, 2026, Special City Council Meeting - Closed Session - Litigation, June 23, 2026, Special City Council Meeting - Closed Session - Property and July 7, 2026 Special City Council Meeting - Closed Session - Labor Negotiations
5. **Requests to be Heard**
6. **Consent Agenda**
 - A. Recieve Monthly Board and Commission Meeting Minutes
 - B. Claims List
 - C. Approve Letter of Support for Jefferson Lines Application to the Minnesota Department of Transportation for Regional Service in Faribault
 - D. Approve Petition and Waiver for 104 3rd Ave SW
 - E. Resolution 2026-178 Accept Donations to Parks and Recreation Department
 - F. Resolution 2026-183 Accept Donations to the Police Department
 - G. Resolution 2026-194 Approve Letter of Agreement for AWOS Maintenance at Airport
 - H. Resolution 2026-195 Approve Submission of Claim for Unclaimed Property
 - I. Resolution 2026-197 Approve Budget Amendment for Capital Improvement Project
 - J. Resolution 2026-200 Amend the Police Department Budget Utilizing Department of Justice Grant Funds
 - K. Resolution 2026-201 Accept A No-Rise Certificate Determination by the MN DNR for 1615 Division St W
 - L. Resolution 2026-202 Approve Professional Services Proposal for Reservoir Repair
 - M. Resolution 2026-203 Approve Street Closure for Peace Lutheran Preschool Event
 - N. Resolution 2026-205 Approve Agreement for Services to be Performed by an Independent Contractor for Property Maintenance Purposes

HONESTY ▪ RESPECT ▪ DEDICATED ▪ VISIONARY ▪ ACCOUNTABILITY

- O. Resolution 2026-208 Approve Leasehold Mortgage Agreement for Lots #1200 and #1201 at Airport

7. Public Hearings

8. Items for Discussion

- A. Ordinance 2026-9 Amending Regulations Related to Cannabis and Hemp Businesses in the City of Faribault (Second Reading)
 - 1. Approve Summary Publication for Ordinance 2026-9
- B. Resolution 2026-196 Approve Plans and Specifications and Establish a Bid Date for Two Rivers Siphon Improvements - Contract 2025-08
- C. Randy's Foods/1910 5th St NW - Variance; Developer's Agreement
 - 1. Resolution 2026-198 Approve a Variance at 1910 5th St NW
 - 2. Resolution 2026-199 Approve Randy's Foods Developer's Agreement
- D. Resolution 2026-206 Postponing The Decision On The Need For An Environmental Impact Statement For The Archer Datacenters Faribault Campus Project And Directing The Project Proposer To Provide Additional Information Pursuant To Minnesota Rules 4410.1700, Subpart 2a
- E. Resolution 2026-207 Authorizing the Development of Performance Standards for Data Centers

9. Bids

- A. Resolution 2026-204 Accept Bids for Lead Service Line Replacements City Contract 2026-10

10. Boards and Commissions Reports, Announcements and Project Updates

11. Adjournment

(The Council may meet as a group for dinner)

NOTE:

 **Closed Captioning of Council meetings available on FCTV.**

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

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

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CITY COUNCIL MINUTES

COUNCIL CHAMBERS

TUESDAY, JUNE 23, 2026

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

The City Council meeting was called to order by Mayor Tom Spooner at 6:00 pm. Councilors in attendance included Mandy Barnes, Royal Ross, John Rowan, Peter van Sluis and Chuck Thiele. Councilor Adama Doumbouya was absent. Also in attendance were City Administrator Jessica Kinser, City Clerk Heather Slechta, Community and Economic Development Director Dave Wanberg, Police Chief John Sherwin, Public Works Director Travis Block, Human Resources Director Kevin Bushard, Planning Manager Harry Davis, Planner 1 Leslie McGillivray-Rivas, Economic Development Coordinator Jake Wiensch, Parks and Recreation Director Rochelle Anderholm-Parsch and City Attorney Scott Riggs.

Approve Agenda

Councilor Ross questioned why items 8B. Faribault Townhomes - 924 1st St. NE - Preliminary and Final Plat; Conditional Use Permit; Variance; CIC Plat was not under 7. Public Hearing; it was explained that the public hearing was held at the Planning Commission meeting as required.

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

Presentations/Introductions – None

Approve minutes of June 9, 2026, City Council Meeting

Motion by Ross, seconded by van Sluis, to approve the Minutes of June 9, 2026, City Council Meeting and carried unanimously.

Requests to be Heard

Mayor Spooner read the following statement:

Good evening to everyone in attendance tonight. Before we get started, I wanted to take a moment to outline a few items from the adopted City Council Rules and Procedures.

Requests to be Heard is the time for the public to share their comments or ideas with the City Council. This part of our agenda is limited to 15 minutes, with individuals having no more than 3 minutes. Because this is a business meeting with a set agenda, the City Council cannot take immediate action or directly engage in matters brought up by individuals during this time. To communicate with City Council members outside of a business meeting, we recommend attendance at an upcoming Council Chat – held on the

second Wednesday of each month and advertised on our website – or to contact us directly at our City email addresses on the City’s website.

Our adopted Council Rules and Procedures also state that members of the audience are not to engage in clapping, stamping of feet, whistling, using profane language, yelling and similar demonstrations, which conduct disturbs the peace and good order of the meeting. We ask that you respect the rules that we have adopted for the conduct of the meetings.

The City of Faribault values the community’s continued engagement and involvement in City matters. We also firmly believe that respectful and professional interactions are foundational to building and maintaining public trust in local government.

We appreciate your continued presence and greatly value your input. Thank you.

Carolyn Treadway, 631 4th Avenue SW, stated that the Environmental Commission changed its stance on data centers since 2025. She requested the Council align with the courts and do an EIS.

Tom Stanley, 1008 1st Street NE, stated he was not in opposition of the Faribault Townhomes development, but has concerns regarding the curb appeal, too many buildings in a small space, 1-car garages, available parking, vehicle congestion on the service road and the lack of a playground and green spaces on-site.

Liz Hartman, 116 9th Avenue SE, spoke out against data centers, having concerns about polluting our water and air, increasing utility bills and the noise/hum of the data center.

Karen Zeller, 1901 Crystal Lane, spoke out against data centers and the life expectancy of the equipment and buildings.

John Steffens, 1347 170th Street, spoke out against data centers, having concerns about the infrastructure in the City.

Elizabeth Wright, 5351 Elkton Trail, spoke out against data centers, requested a moratorium be passed.

Consent Agenda

- A. Claims List
- B. May 2026 Financial Report
- C. Approve LG220 Application for Exempt Permit for Catholic United Financial Council 13SS Lawrence/Anna
- D. Approve Application and Permit For 1 Day to 4 Day Temporary On-Sale Liquor License
- E. Approve Quote to Replace Playground Equipment at North Alexander Park
- F. Resolution 2026-167 Approve Budget Amendment and Purchase of Replacements for Hail Damaged Vehicles
- G. Resolution 2026-176 Approve Hiring Executive Director of HRA

- H. Resolution 2026-177 Approve Pet Parade Street Closures and Parking Restrictions
- I. Resolution 2026-184 Appointing Election Judges for the 2026 Primary and General Elections
- J. Resolution 2026-185 Authorize the Fire Department to Apply for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant
- K. Resolution 2026-191 Approve 2026 CIP Item Final Clarifier Deck Roof Replacement

Mayor Spooner abstained from voting on Consent Agenda item I. Resolution 2026-184 Appointing Election Judges for the 2026 Primary and General Elections.

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

Public Hearing

Use of Small Cities Development Program Income - Retrofitting Streetlights to LED in the Central Business District

Motion by van Sluis, seconded by Theile to open the public hearing and carried unanimously. The public hearing was opened at 6:21 pm.

City Administrator Jessica Kinser stated that the City of Faribault is proposing to use program income from the Small Cities Development Program (SCDP) grant received in 2009 for the retrofitting of City-owned decorative street lighting in the Central Business District to LED fixtures. Starting January 1, 2025, all screw-in light bulbs that are not LED can no longer be ordered in Minnesota. Existing inventories of light bulbs could still be sold, and the City did purchase additional screw-in light bulbs, knowing a project was not planned at that time. This project is to retrofit the existing decorative poles from a screw-in bulb to an integrated LED fixture. This work will occur in the Central Business District, which is an area encompassing most of what is referred to as "downtown". A map of this area can be found on the City's website. The taxpayers of Faribault will benefit from this project by seeing reduced electricity costs paid from the General Fund of the City, and business and property owners, residents and visitors will benefit from this project with more energy efficient lighting in the Central Business District. This project does not propose to displace any residents.

The estimated cost of this project is \$432,000. The SCDP program income is \$330,607, which leaves a balance of \$101,393. The cost not covered by the program income will come from fund balance of the SCDP fund that is not program income.

This project will go through the required procurement process in late 2026 or early 2027, with planned completion of the retrofitting to an LED fixture expected to be complete by year-end 2027.

Councilor Ross asked if the fixtures would be changed, it was explained that just the head on top of it would be changed, and the poles would remain the same.

There were no comments from the public.

Motion by Barnes, seconded by Ross to close the public hearing and carried unanimously. The public hearing was closed at 6:24 pm.

No action was needed from the Council on this item.

Hill Block TIF Items; Resolution 2026-192 Adopting a Modification to the Development Program for Development District No. 1; Establishing Tax Increment Financing District No. 21 (Hill Block) and Adopting a Tax Increment Financing Plan Therefor; and Authorizing an Interfund Loan and Resolution 2026-193 Authorizing an Interfund Loan for Advance of Certain Costs in Connection with Tax Increment District No. 21: Hill Block (A Redevelopment Tax Increment Financing District)

Economic Development Coordinator Jake Wiensch requested that the Council conduct a Public Hearing, pursuant to State Statutes, regarding the TIF modification and establishment request. Upon conclusion of the properly noticed and conducted Public Hearing, the City Council is asked to consider Resolution 2026-192 Adopting a Modification to the Development Program for Development District No. 1; and Establishing Tax Increment Financing District No. 21: Hill Block Herein and Adopting a Tax Increment Financing Plan Therefor; Authorizing an Interfund Loan and Resolution 2026-193 Authorizing an Interfund Loan for Advance of Certain Costs in Connection with Tax Increment District No. 21: Hill Block (A Redevelopment Tax Increment Financing District)

These resolutions support the redevelopment of the Hill Block project in downtown Faribault. The first resolution would modify Development District No. 1 and establish Tax Increment Financing (TIF) District No. 21 – Hill Block to support the redevelopment of three parcels located at 217, 219, and 223 Central Avenue. The proposed project includes the rehabilitation of existing blighted and structurally substandard buildings into a mixed-use development with 19 rental housing units and approximately 9,300 square feet of commercial space. The TIF Plan identifies eligible redevelopment costs such as land/building acquisition, site preparation, utilities, public improvements, and administrative costs, which would be financed using future tax increment generated by the development. The second resolution would authorize an interfund loan to advance certain eligible costs associated with the establishment of the TIF district and related redevelopment expenses until tax increment revenues are available for reimbursement. The district is being established as a redevelopment district because the site meets statutory redevelopment qualifications, and the City has determined the project would not be reasonably expected to occur without TIF assistance.

Motion by Rowan, seconded by Ross to open the public hearing and carried unanimously. The public hearing was opened at 6:30 pm.

There were no comments from the public.

Motion by van Sluis, seconded by Rowan to close the public hearing and carried unanimously. The public hearing was closed at 6:30 pm.

Councilor Ross asked if the HRA and EDA funding was intended to be loans, Wiensch stated that it is loans. Ross then asked if this would be the only city funding, Wiensch stated that it would be. Councilor Barnes asked if any work has started, Wiensch stated that no work has started, and cannot start until the TIF agreement is approved. Councilor Rowan asked if this will be substantially complete by the end of summer, Wiensch stated that the timeline is delayed.

Motion by Thiele, seconded by Barnes to approve Resolution 2026-192 Adopting a Modification to the Development Program for Development District No. 1; Establishing Tax Increment Financing District No. 21 (Hill Block) and Adopting a Tax Increment Financing Plan Therefor; and Authorizing an Interfund Loan and carried 5:1 with Councilor Rowan voting Nay.

Motion by Ross, seconded by van Sluis to approve Resolution 2026-193 Authorizing an Interfund Loan for Advance of Certain Costs in Connection with Tax Increment District No. 21: Hill Block (A Redevelopment Tax Increment Financing District) and carried 5:1 with Councilor Rowan voting Nay.

Items for Discussion

Ordinance 2026-9 Amending Regulations Related to Cannabis and Hemp Businesses in the City of Faribault (First Reading)

City Clerk Heather Slechta stated that at the June 2, 2026, City Council Work Session, the Council was in favor of updating the current ordinance regarding Cannabis and Hemp Businesses to allow for the City Clerk to administratively issue Low Potency Hemp Edible registrations. While reviewing the ordinance with the city attorney's office, it was also advised to simplify the language related to the Accela certifications and to make minimal terminology changes throughout the ordinance.

Motion by Ross, seconded by Thiele to approve Ordinance 2026-9 Amending Regulations Related to Cannabis and Hemp Businesses in the City of Faribault (First Reading)

Roll Call Vote:

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

Nay:

Motion carried 6:0

Faribault Townhomes – 924 1st St. NE – Preliminary and Final Plat; Conditional Use Permit; Variance; CIC Plat; Resolution 2026-186 Approve the Preliminary and Final Plats for Faribault Townhomes; Resolution 2026-187 Approve CUP for Multi-family Use in C-2, Highway Commercial District at 924 1st St NE; Resolution 2026-188 Approve Variance for Faribault Townhomes and Resolution 2026-189 Approve CIC Plat 104 for Faribault Townhomes

Due to a conflict-of-interest Mayor Spooner recused himself from discussing this matter.

Vice Mayor Mandy Barnes led the discussion.

Planner I Leslie McGillivray-Rivas explained that Dan Gatchell on behalf of ThinkBiz LLC requested approval of preliminary and final plats, a conditional use permit (CUP), variances, and a common interest community (CIC) plat for a 37-unit town home development. The property is located in the NW ¼ of Section 32 Township 110, Range 20W whose parent parcels are Lots 3-5, Block 1 Erblang's Addition and unplatted metes and bounds parcels. This is the site of the former Faribault Branch of the Mayo Clinic, which closed in 2017.

To facilitate the project, it was requested to combine the parcels by way of the preliminary and final plat process. A conditional use permit is necessary to support multifamily residential development of the lot zoned C-2, Highway Commercial. A variance request accompanies the application to request relief from the southwestern corner side street side yard setback and the southernmost front yard setbacks along 1st Street. Additionally, ThinkBiz LLC requested approval for the creation of a common interest community-final plat (CIC). The CIC serves to define the area of each individual residential unit with the driveway access and to provide residents with a contractual basis for future residents to utilize the balance of the site in a shared manner.

At the public hearing on June 16, 2026, at the Planning Commission meeting after the presentation by staff and the applicant, community members voiced concerns about the proposed project. Public comment requested clarification regarding the increase in traffic generation, car headlights which may project onto adjoining residences, overflow or visitor parking of future residents on adjoining public streets, grading activity near property lines and the CIC plat. Planning Commission members asked questions regarding the project, asking for clarification of points which were brought up by the public and noting that the properties C-2 zoning could permit a wide range of commercial uses and that multifamily was approvable through the CUP process.

Councilor Ross stated that he thought the only thing that the Council could deny was the 5-foot variance, that everything else is pretty basic, he then asked Mike Kappers of Rebound Properties to speak. Ross asked if there would be one meter for the entire property, Kappers stated that there would be individual meters for each dwelling. Ross stated that the roads are private and asked if there will there be curb and gutter, McGillivray-Rivas stated that she believed it was curb and gutter. Kappers stated that there is no way to make the road wider, however, most are 2 car garages with stacked side by side parking in the driveway as well as seven additional parking spots on-site. McGillivray-Rivas stated that the Planning Commission recommended a traffic study be done. Councilor Rowan asked if the units will be market rate rentals, Kappers stated that they would be. Rowan then asked if the city was obligated to change zoning to C-2, City Attorney Scott Riggs stated that the City is not obligated to do anything.

A motion for more time to review this was made by Councilor Rowan. There was no second and the motion died.

Councilor Barnes asked why there will be these rentals, Kappers stated that is a need in the community and referenced the housing study that was recently completed. Barnes asked if these could be sublet, Kappers stated that he did not believe they could be. Barnes asked if the management company would be on-site, Kappers stated that if they were not they would be in the area. She also asked about HOA fees, Kappers stated that there would not be HOA fees. Barnes also questioned where the snow would go, Kappers stated that it would be moved to the hillside in the far north or trucked out. Councilor Thiele stated that housing is the number one issue in the City. Councilor van Sluis stated that this is a good addition to the neighborhood and is a nice project.

Motion by Thiele, seconded by van Sluis to approve Resolution 2026-186 Approve the Preliminary and Final Plats for Faribault Townhomes and carried unanimously, 5:0.

Motion by Ross, seconded by van Sluis to approve Resolution 2026-187 Approve CUP for Multi-family Use in C-2, Highway Commercial District at 924 1st St NE and carried unanimously, 5:0.

Motion by Thiele, seconded by van Sluis to approve Resolution 2026-188 Approve Variance for Faribault Townhomes and carried unanimously, 5:0.

Motion by van Sluis, seconded by Thiele to approve Resolution 2026-189 Approve CIC Plat 104 for Faribault Townhomes and carried unanimously, 5:0.

Mayor Spooner then took charge of the meeting back and thanked Vice Mayor Barnes.

Resolution 2026-190 Application for a Public Art Mural at 306 1st Avenue NW

Planner I Leslie McGillivray-Rivas, explained that on June 9, 2026, Lynda Devine acting on behalf of Rice County Human Services, submitted an application for a public art in the form of a wall mural to be affixed to the northern wall of the building at 306 1st Avenue NW. The mural will service to forward the mission of the Friendship House in providing enhancement to the exterior garden space which has been found to service both the organization and the community as welcoming open space.

The Design Review Committee (DRC) reviewed the proposal at the June 16, 2026, meeting. The DRC had no objections to the proposal and supported forwarding the application for approval at the June 23, 2026, City Council meeting.

Councilor Ross asked if the Historic Preservation Commission had reviewed. McGillivray-Rivas stated that the property is not in the historic district. Ross asked if this was going to be on the brick, McGillivray-Rivas stated that the surface is CMU block and is already painted.

Motion by Ross, seconded by van Sluis to approve Resolution 2026-190 Application for a Public Art Mural at 306 1st Avenue NW and carried unanimously.

Bids

Resolution 2026-179 Accept Bids for Viaduct Park Phase 2 Storage Garage Carpentry Package; Resolution 2026-180 Accept Bids for Viaduct Park Phase 2 Storage Garage Mechanical and Plumbing Package; Resolution 2026-181 Accept Bids for Viaduct Park Phase 2 Storage Garage Footing and Foundation Package; Resolution 2026-182 Accept Bids for Viaduct Park Phase 2 Storage Garage Electrical Package

City Engineer Mark DuChene presented Viaduct Park Phase 2 Storage Garage Bids to the Council. DuChene stated that on Wednesday, June 17, 2026, bids were received for the Storage Garage at Viaduct Park.

The Carpentry Package low bid was from TriMo Development, \$115,000.00. The Mechanical and Plumbing Package low bid was also from TriMo Development, \$115,000.00. The low bid for the Footing and Foundation Package was Joseph Company, however, after bids were opened, Joseph Company alerted the City of an error in their bid and requested that their bid be removed from consideration. After reviewing the information submitted, City staff concur that there is justification for deeming the low bid non-responsible and for approving the request to remove the low bid from consideration. The lowest responsible bid received then was \$72,650.00 from Healy Construction. The final bid was for the Electrical Package, this went to TriMo Development, with a low bid of \$70,460.00.

Work on the garage is scheduled to begin in August with final completion before November 1, 2026.

Councilor Ross asked what the building would be made of, DuChene stated that it would be wood on concrete, with hardy board siding and asphalt shingles, it will complement the existing building and the new cover over the ice. Councilor Thiele thanked Parks Superintendent Keith Walker for taking on this project and saving the city a significant amount of money.

Motion by Thiele, seconded by Ross to approve Resolution 2026-179 Accept Bids for Viaduct Park Phase 2 Storage Garage Carpentry Package and carried unanimously.

Motion by van Sluis, seconded by Barnes to approve Resolution 2026-180 Accept Bids for Viaduct Park Phase 2 Storage Garage Mechanical and Plumbing Package and carried unanimously.

Motion by Barnes, seconded by van Sluis to approve Resolution 2026-181 Accept Bids for Viaduct Park Phase 2 Storage Garage Footing and Foundation Package and carried unanimously.

Motion by Ross, seconded by Thiele to approve Resolution 2026-182 Accept Bids for Viaduct Park Phase 2 Storage Garage Electrical Package

Boards and Commissions Reports, Announcements and Project Updates

Mayor Spooner thanked the Heritage Days committee and city staff for all their work for Heritages Days celebration.

Mayor Spooner shared with the public that a closed session in would be held following the adjournment of this meeting in the public meeting room and asked the City Attorney to provide more information to the audience about closed sessions. City Attorney Scott Riggs explained what closed sessions are, when they can happen, and why they are necessary.

Adjournment

Motion by van Sluis, seconded by Rowan to adjourn the City Council meeting and carried unanimously. The meeting was adjourned at 7:15 pm.

Respectfully Submitted,

Heather Slehta
City Clerk



SPECIAL CITY COUNCIL MINUTES

PUBLIC MEETING ROOM

TUESDAY, JUNE 23, 2023

The Special meeting of the City Council was called to order by Mayor Thomas Spooner at 7:19 pm. Councilors in attendance included Mandy Barnes, Royal Ross, John Rowan, Peter van Sluis and Chuck Thiele. Also in attendance were City Administrator Jessica Kinser, Community and Economic Development Director David Wanberg, City Attorney Scott Riggs and Paul Reuvers.

Mayor Spooner read the following statement:

I am requesting a motion to go into closed session pursuant to Minnesota Statutes, Sections 13d.05, subdivision 3(b), to conduct a closed session pursuant to the attorney-client privilege to engage in confidential attorney-client communications and litigation strategy related to a pending litigation matter: Approving the Findings of Fact and Record of Decision for Archer Datacenters Environmental Assessment Worksheet (EAW) and Negative Declaration concerning the Need for an Environmental Impact Statement (EIS), Minnesota Court of Appeals File Number A25-1617.

The need for confidentiality outweighs the purposes of the open meeting law because the City council, City staff and City Attorney intend to candidly discuss the City's options and potential strategies related to the pending litigation.

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

The meeting was closed at 7:21pm.

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

The meeting was opened at 7:53 pm.

Adjournment

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

Meeting adjourned at 7:55 pm.

Respectfully Submitted,

Jessica L. Kinser
City Administrator



SPECIAL CITY COUNCIL MINUTES

PUBLIC MEETING ROOM

TUESDAY, JUNE 23, 2023

The Special meeting of the City Council was called to order by Mayor Thomas Spooner at 7:56 pm. Councilors in attendance included Mandy Barnes, Royal Ross, John Rowan, Peter van Sluis and Chuck Thiele. Also in attendance were City Administrator Jessica Kinser and City Attorney Scott Riggs.

Mayor Spooner read the following statement:

I am requesting a motion to go into closed session pursuant to Minnesota Statutes, Section 13D.05, Subdivision 3(c) and Section 13.44, Subdivision 3, to conduct a closed City Council meeting concerning the property identified as Parcel ID No.: 18.31.1.26.339 (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.

The need for confidentiality outweighs the purposes of the open meeting law because of the city Council's intent to candidly discuss the City's options and potential strategies related to the above-referenced Property.

Motion by Barnes, seconded by Thiele, to close the Special City Council meeting and carried unanimously.

The meeting was closed at 7:57 pm.

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

The meeting was opened at 8:05 pm.

Adjournment

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

Meeting adjourned at 8:05 pm.

Respectfully Submitted,

Jessica L. Kinser
City Administrator



SPECIAL CITY COUNCIL MINUTES

PUBLIC MEETING ROOM

TUESDAY, JULY 7, 2026

The Special meeting of the City Council was called to order by Mayor Thomas Spooner at 7:20 pm. Councilors in attendance included Mandy Barnes, Adama Doumbouya, Royal Ross, John Rowan, Peter van Sluis and Chuck Thiele. Also in attendance were City Administrator Jessica Kinser, City Attorney Scott Riggs, Finance Director Kindra Papenfus and Human Resources Director Kevin Bushard

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

The meeting was closed at 7:21pm.

The City Council held a Special City Council Meeting pursuant to Minnesota Statutes, Section 13D.04, subdivision 2, pursuant to Minnesota Statutes, Section 13D.03, to consider strategies for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiations proposals, conducted pursuant to Minnesota Statutes Sections 179A.01 - 179A.025.

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

The meeting was opened at 7:54 pm.

Adjournment

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

Meeting adjourned at 7:55 pm.

Respectfully Submitted,

Jessica L. Kinser
City Administrator



HOUSING & REDEVELOPMENT AUTHORITY MINUTES

3RD FLOOR
CONFERENCE ROOM

MONDAY, JUNE 8, 2026

6:00 PM

Meeting Items

1. Call to Order/ Approve Agenda

Chair Rowan called the meeting to order at 6:00 pm. Commissioners in attendance were Mandy Barnes, Jonathan King, Deborah Lyzenga, Jeannie Michels, Travis McColley, Carrie Winjim and Chair John Rowan. Staff present were Kari Casper, David Wanberg, and Jessica Kinser. Special guests include Dayna Norvold with the Habitat for Humanity.

A motion was made by Travis McColley, seconded by Carrie Winjim to approve the agenda as presented. The motion carried unanimously.

2. Approval of the Minutes of May 11, 2026, Meeting.

A motion was made by Travis McColley, seconded by Mandy Barnes to approve the meeting minutes of May 11, 2026 as presented. The motion passed unanimously.

3. List of Claims to be Paid

A motion by Travis McColley, seconded by Mandy Barnes to approve the list of claims to be paid as presented. The motion carried on a 7/0 vote.

4. Program Reports

None

5. Property Reports

A. April 2026- Scattered Sites Fund Financial Report

Jessica Kinser, City Administrator, presented the financial report. A motion was made by Travis McColley, seconded by Deb Lyzenga. The motion passed unanimously.

B. Hail Damage Report on Scattered Sites from League of Minnesota Cities

A motion was made by Travis McColley, seconded by Deborah Lyzenga to receive and file this report as presented. The motion passed unanimously.

C. Property Management and Other Scattered Site Updates

A motion was made by Mandy Barnes, seconded by Jonathan King to receive and file this report as presented. The motion passed unanimously.

6. Public Hearings

7. Items for Discussion

HONESTY ▪ RESPECT ▪ DEDICATED ▪ VISIONARY ▪ ACCOUNTABILITY

- A. Housing Partner Presentation - Habitat for Humanity- Dayna Norvold
Dayna Norvold gave a presentation on what Habitat has accomplished in Rice County and Faribault and talked about future needs.
- B. Resolution 2026-18 Authorize Closure of Bank Account
A motion was made by Mandy Barnes, seconded by Carrie Winjum to approve Resolution 2026-18 Authorize Closure of Bank Account as presented. The motion passed unanimously.
- C. Strategic Priority 1 - Development of Housing
After much discussion, the board would like to see a variety of potential housing projects with a spreadsheet and pro forma. No action was taken at this time.
- D. Housing Results Committee
Motion by Travis McColley, seconded by Mandy Barnes to receive and file this report as presented. Motion passed unanimously.
- 8. Adjournment
Motion by Mandy Barnes, seconded by Travis McColley to adjourn the meeting at 8:12 p.m. Motion passed unanimously.

By: _____
Jessica Kinser, City Administrator

**Parks and Recreation Tour
Wednesday, June 24, 2026
Faribault Family Aquatic Center
5:00 p.m.**

1. Faribault Family Aquatic Center – 1830 Alexander Drive
2. North Alexander Park – 1810 2nd Avenue NW
3. New Trail Railroad Underpass – Highway 3
4. White Sands Trail Head & Dog Park – 900 Lyndale Avenue N
5. Jefferson Park – 910 9th Avenue SW
6. Windsor Park – 1600 Greenwood Place
7. Prairie Ridge Park – 2000 9th Avenue SW
8. Faribault Soccer Complex – 705 17th Street SW
9. Wapacuta Park – 705 3rd Avenue SW
10. Viaduct Park – 101 1st Avenue NE
11. City View Park – 1225 Parshall Street
12. Whipple Heights Park – 1700 Shumway Avenue
13. Meadows Park – 2505 14th Street NE
14. Two Rivers Park – 1815 2nd Avenue NW
15. Twin Oaks Park – 235 Twin Oaks Court
16. Faribault Family Aquatic Center – 1830 Alexander Drive

Parks tour only; no official business will be conducted.

FARIBAULT PARKS AND RECREATION ADVISORY BOARD
SPECIAL MEETING MINUTES FOR JULY 8, 2026

MEMBERS PRESENT: Lola Brand, Kameron Gustafson, Whitney Huberty, Chad Kreager, Mike Ross, Troy Temple and Chuck Thiele. MEMBERS ABSENT: Sally Kramer. STAFF PRESENT: Rochelle Anderholm-Parsch, Parks and Recreation Director; and Harry Davis, City Planning Manager. GUESTS: Jeff Jandro.

- 1) Call to Order/Roll Call: Meeting was called to order by Lola at 5:00 p.m.
- 2) New Business:
 - a) Calvary Hills Fee-In-Lieu of Parkland Dedication: Parks and Recreation Director Rochelle Anderholm-Parsch presented a project overview utilizing a presentation slide deck. Jeff Jandro addressed the Board regarding the proposed development and requested that the Parks and Recreation Advisory Board consider waiving the required parkland dedication fee-in-lieu. A letter supporting the request was submitted and accepted into the record. Following discussion and deliberation, the Board considered the request. Motion was made by Troy Temple to recommend acceptance of the required fee in lieu of parkland dedication in the approximate amount of \$15,374.56 and to deny the request to waive the fee in lieu. Seconded by Chuck Thiele. Motion carried unanimously.
- 3) Motion was made by Whitney, seconded by Kameron to adjourn at 5:37 p.m. Motion carried.

Respectfully submitted,

Denise Hansen, Administrative Coordinator



**Minutes of Monday, June 8, 2026, Meeting
Library Advisory Board**

Buckham Memorial Library Great Hall

PRESENT: Sam Powell (Chair), Anneke Musselman (Vice Chair), Melissa Kuhl (Secretary), Gordon Lui, Langston Richter, Delane James (Library Director), Linda Hanson (Library Technician)

CALL TO ORDER: Sam called the meeting to order at 6:00 p.m.

APPROVAL OF THE MINUTES: A motion was made by Gordon to approve the minutes of the May 11, 2026 meeting, and a second was made by Anneke. All in favor. The motion carried.

REQUESTS TO BE HEARD: None

DIRECTOR'S REPORT: Library Director Delane James reported on the following:

- Delane handed out Summer Library programs to the board members. She stated that 361 signed up on the first day. This includes youth who signed up at the Safe Summer Kickoff.
- After Storytime on May 7th, the Fire Department visited and brought two fire vehicles, including the new firetruck. On June 4th, the Police visited Storytime with two officers and 2 squad cars. Kids got to talk to the firefighters and officers and explore their vehicles.
- Deni tabled at Faribault Public School's Community Unity Day on Friday, May 15th, at the Middle School with Desirea from the Friends of Buckham Memorial Library.
- On Wednesday, May 20th, representatives from Rice County Habitat for Humanity held a "Habichat: where homeownership begins with community" at the library from 4-6 p.m. and will be on Saturday, June 13th, from 1-3 p.m.
- The library received a donation of a microscope with two boxes of slides. It can connect to a computer and camera or be used as a stand-alone instrument.
- Bike to the Library Week began on May 18th and continued till the end of the month, due to inclement weather.
- Library staff and the Friends of Buckham Memorial Library attended Safe Summer Kickoff on June 4th at North Alexander Park. The Book Bike made an appearance, and youth could sign up for the summer reading challenge that evening.
- Mixed Nuts "Treasure Beyond Measure" show was held on June 5th in the Great Hall. 60 people were in attendance.
- Delane updated the board on the direction the Council would like to take regarding the community center and wanted to know if the board wants to wait for the new director before starting the strategic plan. We would be able to do a virtual process with Library Strategies or Delane could talk to Krista from SELCO. The board agreed they would like to start the strategic planning process this year with Library Strategies virtually.
- Midwest Art Conservation Center has been hired to examine the murals for an estimate on restoration costs for budgeting.
- Mayors' Heritage Day Reception is this Thursday, June 11th, from 5-7 pm at Central Park.

TEEN ADVISORY BOARD REPORT: Langston reported that the Teen Advisory Board talked about the Summer Library Program and Book Buddies.

SELCO REPORT:

SELCO Foundation – Sam had nothing new to report.

SELCO Board – Lisa was not in attendance. Delane reported that she talked to the Friends of the Library Board members about representing the library as a SELCO Board member. We are waiting to hear back if there is any interest.

OTHER:

1. **2027 budget** – Both the Rice County Funding Request and the City 2027 budget are due at the end of June. From the Library Donation Fund, the Board agreed to budget \$60,000 for the 3rd floor and \$30,000 for a portable study room. The Board agreed that funds to clean the Greek murals should come from the Capital Improvement Plan.
2. **Long-Term Meeting Room Request: Moms in Prayer** – A motion was made by Anneke to approve the meeting room request, and a second was made by Gordon. All in favor. The motion carried.
3. **Policy Review:** The Board had further discussion about AI as it relates to the library's *Collection Development* Policy. It was suggested in the future, phrasing similar to the language in SELCO's Shared ILS Committee's policy that unauthorized items will not be added to the shared catalog to the library's policy.

NEXT MEETING DATE: July 13, 2026, Great Hall (second floor)

ADJOURNMENT: A motion was made by Anneke to adjourn the meeting, and a second was made by Mel. All in favor. The motion carried. Meeting adjourned at 6:45 p.m.

Transcribed by Linda Hanson.

Respectfully submitted,
Melissa Kuhl (Secretary)



ENVIRONMENTAL COMMISSION MINUTES

3RD FLOOR CONFERENCE
ROOM

TUESDAY, MAY 26, 2026

6:00 PM

Call to Order

The City of Faribault Environmental Commission meeting was called to order by Chair Lee Nordmeyer at 6:00 pm. Commissioners in attendance include Lee Nordmeyer, Kevin Theis, Teresa DeMars, Yvette Marthaler, and Miranda Lamb. Commissioners absent include Ann Schultz. Others in attendance include Adam King – Environmental and Water Resource Coordinator.

Approval of the Tuesday, May 26, 2026, Agenda

There were no additions or corrections to the Tuesday, May 26, 2026 Agenda. Motion by Marthaler, seconded by Lamb to approve the agenda as presented and carried unanimously.

Approval of the Monday, April 27, 2026, Environmental Commission Meeting Minutes

King presented the Monday, April 27, 2026 Environmental Commission Meeting Minutes. The Commissioners discussed the minutes. There were no corrections to the Monday, April 27, 2026 Environmental Commission Meeting Minutes. Motion by DeMars, seconded by Theis to approve the Monday, April 27, 2026 Environmental Commission Meeting minutes as presented and carried unanimously.

Items for Discussion

Faribault Heritage Days Booth

King reminded the Environmental Commission that the Faribault Heritage Days festival will be held June 11-13th 2026, and provided sign-up sheets. The commissioners discussed what should be at the booth, and how the displays could be set up. King stated that we will be holding the public comment period for the city's Storm Water Pollution Prevention Program (SWPPP), and River Bend Nature Center will partner with the Environmental Commission on promoting the MN DNR ReLeaf grant along with taking program signups. King said that the City has some historical items that could be displayed, and that he can locate the stormwater plinko game for kids to play. DeMars included that she has pollinator displays and pollinator seed packets that she can provide at the booth. Motion by Theis, seconded by Marthaler to move forward with the displays and booth schedule and carried unanimously.

Routine Business

Grant Updates

King provided an update on grants that he has submitted. The Mayor has received and signed the grant agreement between the Minnesota Department of Natural Resources and the City of Faribault for the MN DNR ReLeaf grant. We should be receiving the executed grant agreement shortly. We will need to start promotion of the ReLeaf grant quickly once the agreement is executed. Outreach ideas include door knocking and going on the AM Minnesota program. We continue working on the Clean Energy Resource Teams (CERTs) grant to produce video vignettes on home energy conservation practices. King has reached out to a local videographer for the video vignettes. King has prepared and submitted a Minnesota Board of Water and Soil Resources (BWSR) Projects and Practices Clean Water

Fund (CWF) grant for a raingarden at the Golden Meadows Apartments, and the BWSR will approve the selected applications for funding at their June BWSR Board meeting.

Partners in Energy Community Energy Dashboard

King presented the Xcel Energy Partners in Energy 2025 Community Energy Dashboard and Executive Summary. The dashboard shows electricity and gas savings, along with program participation, greenhouse gas emissions avoidance, and where the City is in relation to its Energy Action Plan goals. King noted that the dashboard will be updated annually. The commissioners discussed the Xcel Energy Partners in Energy 2025 Community Energy Dashboard.

Commissioner Reports and Updates

The commissioners provided reports and updates to projects they are working on. Teresa DeMars reported that there's a Women in Conservation event about invasive species held at the Forest Town Hall on Wednesday, June 17, 2026. More information is on the Rice Soil and Water Conservation District website. Native Plant Kits will be arriving on Wednesday, June 3, 2026, and there will be a prairie planting event at Jefferson Elementary School the afternoon of Monday, June 22, 2026 with 2,200 native pugs to be planted. Kevin Theis reported that Richard 'Dick' Johnson, a very active person and volunteer in Faribault, passed away on May 19, 2026. Lee Nordmeyer, Yvette Marthaler, and Miranda Lamb did not provide a report.

Adjournment

Motion by Marthaler, seconded by DeMars, to adjourn the Environmental Commission meeting and carried unanimously.

The meeting was adjourned at 6:44 p.m.

Approved:	Date:	Recorder:
	06/22/2026	Adam King, Environmental and Water Resources Coordinator



ECONOMIC DEVELOPMENT AUTHORITY MINUTES

3RD FLOOR CONF. ROOM

THURSDAY, JUNE 18, 2026

7:00 AM

Meeting Items

1. Call to Order/ Approve Agenda

A regular meeting of the Economic Development Authority was called to order at 7:00 a.m. by Chair Kevin Voracek. Members were in attendance: Mandy Barnes, David Campbell, Teri Menard, Mayor Tom Spooner, Christina Jeanes, AJ Smith, and Chair Kevin Voracek. Staff who were present were Jacob Wiensch, Economic Development Coordinator, David Wanberg, Director of Community and Economic Development, Kari Casper, Administrative Assistant II and Jessica Kinser, City Administrator.

A motion was made by David Campbell, seconded by Teri Menard, to approve the agenda as presented. The motion passed unanimously.

2. Approval of the Minutes

Motion by Dave Campbell, seconded by Mandy Barnes to approve the minutes of the last meeting as presented. The motion passed unanimously.

3. Routine Business: *Agenda items below are approved by one motion unless an EDA member requests separate action.*

Wiensch gave an overview of the Monthly Loan Status Report and the Budget Status Report. He presented Excel spreadsheets detailing loan activity dating back to 2017 and discussed staff's efforts to work with the Finance Department to update and reconcile the information. He noted that staff are also working toward developing an interactive mapping system for the website that will display loan locations and the amount of funding invested in each project. Once updated loan status and the amount of loans out and dollars coming in will be presented.

Motion by Tom Spooner, seconded by Teri Menard, to approve the Routine Business as presented. The motion passed unanimously.

A. Monthly Loan Status Report:

B. Budget Status Report:

4. Public Hearings: None

5. Items for Discussion

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- A. Update of the service Agreement between the Faribault Economic Development Authority and the Faribault Area Chamber of Commerce and Tourism.

Nort provided a quarterly update on the Chamber's activities under the EDA service agreement, noting that the current quarter would not conclude until after the meeting. The Board discussed progress made to date, completed activities, and next steps under the agreement. Following the discussion, the EDA directed staff to continue quarterly payments throughout the remainder of the year. The Board also directed staff to work with the Chamber on an updated service agreement and to collaborate with Chamber representatives on future budget priorities and desired outcomes related to the Main Street Program.

- B. Updates and Future Items — Verbal Report Only

Wiensch provided a brief overview of staff updates, including the EDAM Summer Conference, the Business Retention and Expansion (BR+E) Program, Council Chat/Residents Academy, loan program marketing materials, and the 2027 budget process. Due to time constraints, the Board did not discuss the updates in detail.

6. Adjournment

Motion by Mandy Barnes, seconded by Teri Menard to adjourn the meeting at 8:27 a.m. The motion passed unanimously..

By:_____



PLANNING COMMISSION MINUTES

COUNCIL CHAMBERS

MONDAY, JUNE 15, 2026

6:00 PM

Meeting Items

1. Call to Order

A regular meeting of the Planning Commission was called to order at 6:00 p.m. by Chair Barton Jackson. Commissioners present were Chuck Ackman, Ed Miglio, Emily Shaw, Tina Wilson and Chair Barton Jackson. Staff present included Harry Davis, City Planning Manager; Leslie McGillivray-Rivas, Planner I.

2. Approve Agenda

A motion was made by Wilson, seconded by Miglio to approve the agenda as present. The motion carried on a 5/0 vote.

3. Approval of the Minutes

A motion was made by Wilson, seconded by Shaw, with a request to amend the meeting minutes to reflect Commissioner Greene's attendance at the June 1, 2026, meeting. Commissioner Wilson agreed to the motion's amendment. The motion carried on a 5/0 vote.

4. Public Hearings

A. Faribault Townhomes/924 1st St NE - Preliminary and Final Plat; Conditional Use Permit; Variance; CIC Plat

Leslie McGillivray-Rivas presented the applications providing the details of each application with staff's recommendations. (Note: the Audio Sound Recording of the meeting was not available until 10:08 minutes into the meeting)

Commissioner Ackerman requested information regarding the permitted uses in the C-2 zoning district. McGillivray-Rivas listed the types of uses permitted by right were varied and includes business/commercial uses including a wide range of retail, hospitality, and service uses.

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Commissioner Wilson asked for clarification regarding grading and stormwater management of the site. City Planning Manager, Harry Davis stated that a grading plan is part of the preliminary plat. McGillivray-Rivas both answered.

Chairperson Jackson asked for clarification of the process. The project is coming forward as a CUP with the addition of the CIC-Plat application. Harry Davis stated that this development is functioning as a multi-family development. Parking on 24' width private street within the development is not recommended by the fire chief. Jackson asked about handicap accessibility. McGillivray-Rivas stated that they will be required to abide by all laws at the time of the building permit review.

Chair Jackson opened the public hearing at 6:19 p.m. Dan Gatchell on behalf of Think Biz, LLC, came forward to give background on the project and provided that prior to submitting the application, they had a neighborhood meeting to present the project and answer questions.

Community members were present and addressed the commission. In summary of the topics brought forward by the community members; Grading along property boundaries of existing residences, drainage, traffic generated by the future residents of the community, headlight glare from cars exiting north onto 3rd St. NE, potential parking by residents on Erblange Ave, 1st St NE, and 3rd St. NE, density of the overall project concept and limited access to outdoor recreation space. A community member stated that when they attended the developer's presentation of the project in a separate meeting, everyone attending was opposed to the project.

The public hearing was closed. Chairman Jackson requested clarification from staff to address topics of concern which pertained to ordinance requirements.

1 Resolution 2026-186 Approve the Preliminary and Final Plats for Faribault Townhomes

A motion was made by Commissioner Ackerman, seconded by Commissioner Shaw to approve Resolution 2026-186 Approve the Preliminary and Final Plats for Faribault Townhomes as presented.

Commissioner Wilson voted for denial of the application with objection to criteria 3 and 4. The motion carried on a 4/1 vote.

2 Resolution 2026-187 Approve CUP for Multi-Family Use in C-2, Highway Commercial District at 921 1st St NE

A motion was made by Commissioner Ackerman, seconded by Commissioner Shaw to approve Resolution 2026-187 Approve CUP for Multi-Family Use in C-2, Highway Commercial District at 921 1st St NE as presented. Commissioner Ackerman request city staff review on street parking of the neighborhood. The motion carried on a 3/2 vote. Commissioner Wilson and Miglio voting nay. Commissioner Wilson objected to criteria 2, 3, 5 and 8 in the accompanying resolution.

3 Resolution 2026-188 Approve Variance for Faribault Townhomes

A motion was made by Commissioner Ackerman, seconded by Commissioner Miglio to approve Resolution 2026-188 Approve Variance for Faribault Townhomes as presented. The motion carried on a 4/1 vote. Commissioner Wilson objected since she was not in favor of the CUP, she could not be in favor of the variance.

4 Resolution 2026-189 Approve CIC Plat #104 for Faribault Townhomes

A motion was made by Commissioner Ackerman, seconded by Commissioner Shaw to approve the Resolution 2026-189 Approve CIC Plat #104 for Faribault Townhomes as presented. The motion carried on a 4/1 vote. Commissioner Wilson objecting based on criteria .

5. Requests to be Heard

None.

6. Items for Discussion

None.

7. Routine Business

None.

8. Updates & Reports

City Planning Manager Harry Davis noted that the data center development standards are to be deferred per the direction of City Administration and City Council.

9. Adjournment

A motion was made by Commissioner Wilson, seconded by Commissioner Miglio to adjourn the meeting at 7:10pm. The motion carried on a 5/0 vote.



PLANNING COMMISSION MINUTES

COUNCIL CHAMBERS

MONDAY, JULY 6, 2026

6:00 PM

Meeting Items

1. Call to Order

A regular meeting of the Planning Commission was called to order at 6:00 p.m. by Chair Barton Jackson. Commissioners present were Chuck Ackman, Samantha Green, Ed Miglio, Emily Shaw, Tina Wilson and Chair Barton Jackson. Staff present included Jessica Kinser, City Harry Davis, City Planning Manager; Leslie McGillivray-Rivas, Planner I.

2. Approve Agenda

A motion was made by Commissioner Green to approve the agenda, seconded by Commissioner Miglio to approve the agenda as presented. The motion carried on a 6/0 vote.

3. Approval of the Minutes

A motion was made by Wilson to postpone approval of the meeting minutes being incomplete and needing corrections.

Staff commented that a discussion could occur about the level of detail in the meeting minutes going forward.

The motion failed for a lack of second to the motion.

A motion was made by Commissioner Ackerman to approve the minutes with minor spelling correction of names, seconded by Commissioner Green.

A discussion ensued regarding level of detail to be provided within the meeting minutes. Commissioner Wilson stated her understanding of state statutes was that if a commissioner denies a motion, it must be stated why.

Commissioner Ackman gave his perspective on minutes as they have evolved over time. In summary, it has been his observation that in the past, meeting minutes were multiple pages containing a great level of detail. He noted that today's meeting minutes contain only the motions and official actions. Commissioner Wilson stated her understanding of state statute requires supporting documentation for reasons motions are opposed be in the record. Further, she stated that she directed staff to include the specific criteria of the resolutions for which she was in opposition. She wished for that to

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be included in the meeting minutes. Commission members discussed the matter further.

The motion for approval of the meeting minutes carried on a 5/1 vote. Commissioner Wilson dissented.

4. Public Hearings

A. Resolution 2026-XXX Approve the Variance for Randy's Foods, LLC

A motion was made by Commissioner Green, seconded by Commissioner Ackman to approve Resolution 2026-XXX Approve the Variance for Randys Foods, LLC as presented. The motion carried in a 6/0 vote.

B. Calvary Hill Commons Vacation, Preliminary and Final Plat, Variance

A motion to continue the public hearing to July 20, 2026, meeting was made by Commissioner Miglio, seconded by Commissioner Green. The motion carried 6/0.

5. Requests to be Heard

None.

6. Items for Discussion

None.

8. Updates & Reports

Faribault Townhomes was presented to City Council and received approval. The timeline for the project start is linked to the execution of the development agreement.

9. Adjournment

A motion was made by Commissioner Green, seconded by Commissioner Miglio to adjourn the meeting at 6:20pm. The motion carried on a 6/0 vote.

By: _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kindra Papenfus, Finance Director
MEETING DATE: July 14, 2026
SUBJECT: Claims List

Background:

The current list of open claims totaling \$1,611,108.68 for 464 invoices is attached, including details of the department, funding source and amount for each vendor and invoice.

Recommendation:

Approve payment of July 14th Claims

Attachments:

1. 071526FF

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10427	1st Line/Leewes Ventu	0000		INV	07/24/2026	154669					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Aquatic 42990		AquaticCtr	CmdResale		51.50					
							51.50				
10427	1st Line/Leewes Ventu	0000		INV	07/24/2026	154668					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Viaduct 42500		ViaductPrk	OutrchEnga		528.75					
							528.75				
							CHECK TOTAL				
							580.25				
10131	5 Star Inspections In	0000		EFT	08/03/2026	528					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CodeInsp 43090		Code/Insp	ProfSrv		3,429.14					
							3,429.14				
							CHECK TOTAL				
							3,429.14				
10678	Abdo LLP	0000		EFT	07/30/2026	526377					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 43090		Water	ProfSrv		10,901.25					
	2 SwrRecl 43090		SewerReclm	ProfSrv		10,901.25					
							21,802.50				
10678	Abdo LLP	0000		EFT	07/30/2026	526376					
	ACCOUNT DETAIL					LINE AMOUNT					
	2 SwrRecl 43095		SewerReclm	SoftwrSupp		4,556.25					
	3 Water 43095		Water	SoftwrSupp		4,556.25					
							9,112.50				
							CHECK TOTAL				
							30,915.00				
10044	Ag Partners Coop	0002		EFT	07/23/2026	1301329					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 42160		P&Tmaint	Chem&Prod		470.02					
							470.02				
10044	Ag Partners Coop	0002		EFT	07/26/2026	1301375					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 42160		P&Tmaint	Chem&Prod		156.67					
							156.67				
							CHECK TOTAL				
							626.69				

Report generated: 07/09/2026 13:17:39
 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
11360	Amanda Peters	0000		INV	08/06/2026	080626 Raising Hope					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42500		Library	OutrchEnga		500.00					
							500.00				
						CHECK TOTAL	500.00				
10681	Amazon Capital Servic	0000		EFT	07/16/2026	1DK1-KYF1-34V6					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42010		Library	Supplies		62.50					
							62.50				
10681	Amazon Capital Servic	0000		EFT	07/17/2026	1D11-DPGW-CDGD					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Viaduct 42010		ViaductPrk	Supplies		14.19					
							14.19				
10681	Amazon Capital Servic	0000		EFT	07/19/2026	1PRX-MJR4-GV6R					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Aquatic 42010		AquaticCtr	Supplies		41.96					
							41.96				
10681	Amazon Capital Servic	0000		EFT	07/20/2026	1KHW-VR7D-3Y3M					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fire 42410		Fire	MinorEquip		34.98					
							34.98				
10681	Amazon Capital Servic	0000		EFT	07/20/2026	1MGF-FKML-PKR1					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42500		Library	OutrchEnga		137.10					
							137.10				
10681	Amazon Capital Servic	0000		EFT	07/22/2026	13TM-F1YM-FC99					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fin 42010		Finance	Supplies		14.98					
							14.98				
10681	Amazon Capital Servic	0000		EFT	07/22/2026	13KX-69D4-93QY					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 42010		Police	Supplies		16.99					
							16.99				
10681	Amazon Capital Servic	0000		EFT	07/23/2026	1PCJ-N1NC-667V					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42410		Library	MinorEquip		159.99					
							159.99				

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10681	Amazon Capital Servic		0000		EFT	07/24/2026	17XD-LYJT-FMQ7			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrSign	42010		Sign Sig	Supplies			21.00		
								21.00		
10681	Amazon Capital Servic		0000		EFT	07/25/2026	1VWF-4KVQ-FG9K			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	42010		Police	Supplies			229.07		
								229.07		
10681	Amazon Capital Servic		0000		EFT	07/26/2026	13N6-464Q-3R4G			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library	42500		Library	OutrchEnga			9.95		
								9.95		
10681	Amazon Capital Servic		0000		EFT	07/27/2026	1QJQ-Y9Q7-K4KQ			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library	42190		Library	Books			23.78		
								23.78		
10681	Amazon Capital Servic		0000		EFT	07/28/2026	11HX-YQ6Y-4NXQ			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 ViaductP	42500		Viaduct	OutrchEnga			65.53		
								65.53		
10681	Amazon Capital Servic		0000		EFT	07/29/2026	1CC9-71P3-JXHN			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 PW Fac	42230		PW Fac	Bldg Supp			109.77		
								109.77		
10681	Amazon Capital Servic		0000		EFT	07/29/2026	13QP-3C9Y-KFD7			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 PW Fac	42230		PW Fac	Bldg Supp			71.98		
								71.98		
10681	Amazon Capital Servic		0000		EFT	07/29/2026	116D-MDHL-W9P9			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Fac	42410		CC Fac	MinorEquip			219.99		
								219.99		
10681	Amazon Capital Servic		0000		EFT	07/29/2026	116D-MDHL-WKJG			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library	42190		Library	Books			78.60		
								78.60		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10681	Amazon Capital Servic	0000		EFT	07/29/2026	1FYN-GCDY-XCHM				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42500		Library	OutrchEnga		23.42				23.42
10681	Amazon Capital Servic	0000		EFT	07/30/2026	1GPY-TRXQ-9V14				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fire 42410		Fire	MinorEquip		409.53				409.53
10681	Amazon Capital Servic	0000		EFT	07/30/2026	16YN-HXWH-MNWO				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Police 42410		Police	MinorEquip		273.59				273.59
10681	Amazon Capital Servic	0000		EFT	07/30/2026	16YD-N9QR-PTYT				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42010		Library	Supplies		18.99				64.97
	2 Library 42010		Library	Supplies		45.98				
10681	Amazon Capital Servic	0000		EFT	07/31/2026	1WTT-TKQC-36XT				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Adult 42010		Adult	Supplies		279.95				279.95
10681	Amazon Capital Servic	0000		EFT	08/01/2026	16LP-XQNV-HFL4				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Aquatic 42500		AquaticCtr	OutrchEnga		13.98				13.98
10681	Amazon Capital Servic	0000		EFT	08/05/2026	1GKG-JX13-YH4T				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CC Fac 42230		CC Fac	Bldg Supp		53.91				53.91
10681	Amazon Capital Servic	0000		EFT	08/05/2026	1QHP-7MKG-CFC6				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 IT 42010		IT	Supplies		49.98				49.98
10681	Amazon Capital Servic	0000		EFT	08/06/2026	1LN4-JWK3-JR1L				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fire 42010		Fire	Supplies		15.89				15.89
CHECK TOTAL							2,497.58			

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 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026
DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10686 Ampion PBC	0000		INV	07/31/2026	2026070003111128					
ACCOUNT DETAIL					LINE AMOUNT					
1 Fire Fac 43810		Fire Fac	Elec Util			1,344.98				
2 Lib Fac 43810		Lib Fac	Elec Util			2,253.75				
3 Parks 43810		P&Tmaint	Elec Util			1,471.15				
4 PW Fac 43810		PW Fac	Elec Util			14.51				
5 Soccer 43810		SoccerComp	Elec Util			152.46				
6 Storm 43810		Storm Wtr	Elec Util			0.21				
7 StrLight 43810		StrLight	Elec Util			1,401.58				
8 StrSign 43810		Sign Sig	Elec Util			497.14				
9 SwrColl 43810		Sewer Coll	Elec Util			233.05				
11 Water 43810		Water	Elec Util			9,764.98				
12 Wshngtn 43810		Wshngtn	Elec Util			801.17				
						17,934.98				
10686 Ampion PBC	0000		INV	07/31/2026	2026070003111136					
ACCOUNT DETAIL					LINE AMOUNT					
1 StrSign 43810		Sign Sig	Elec Util			45.14				
						45.14				
					CHECK TOTAL	17,980.12				
10245 APG Media of Southern	0001		EFT	07/11/2026	1103020					
ACCOUNT DETAIL					LINE AMOUNT					
1 EDA 43510		EDA	LegalPubng			275.00				
						275.00				
10245 APG Media of Southern	0001		EFT	07/13/2026	1103135					
ACCOUNT DETAIL					LINE AMOUNT					
1 EDA 43510		EDA	LegalPubng			75.63				
						75.63				
10245 APG Media of Southern	0001		EFT	07/20/2026	1103943					
ACCOUNT DETAIL					LINE AMOUNT					
1 Council 43510		Council	LegalPubng			48.13				
						48.13				
10245 APG Media of Southern	0001		EFT	07/25/2026	1104781					
ACCOUNT DETAIL					LINE AMOUNT					
1 Planning 43510		P & Z	LegalPubng			75.63				
						75.63				

City of Faribault



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Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10245	APG Media of Southern		0001		EFT	07/30/2026	15083-0626			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Council 43510			Council	LegalPubng			657.00		
										657.00
10245	APG Media of Southern		0001		EFT	07/31/2026	1105509			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fin 43510			Finance	LegalPubng			990.00		
										990.00
							CHECK TOTAL	2,121.39		
11256	Aquarius Water Condit		0000		INV	07/31/2026	2193313131			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 44160			Police	Rents			25.00		
										25.00
11256	Aquarius Water Condit		0000		INV	07/31/2026	2193313110			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 44160			Police	Rents			15.00		
										15.00
							CHECK TOTAL	40.00		
10278	Arrow Electric LLC		0000		EFT	07/17/2026	3644			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrLight 44030			StrLight	P/I R&M			250.57		
										250.57
10278	Arrow Electric LLC		0000		EFT	07/24/2026	3655			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Lib Fac 44010			Lib Fac	Bldg Maint			158.00		
										158.00
10278	Arrow Electric LLC		0000		EFT	07/24/2026	3656			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Pol Fac 44010			Pol Fac	Bldg Maint			1,718.04		
										1,718.04
10278	Arrow Electric LLC		0000		EFT	07/24/2026	3657			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Wshngtn 44010			Wshngtn	Bldg Maint			79.00		
										79.00

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 Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

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CHECK RUN: 071526FF 07/15/2026

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CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10278	Arrow Electric LLC	0000		EFT	07/24/2026	3658					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 44040		SewerReclm	MachEqRpr		3,278.22					
							3,278.22				
10278	Arrow Electric LLC	0000		EFT	07/24/2026	3659					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Lib Fac 44010		Lib Fac	Bldg Maint		743.93					
							743.93				
						CHECK TOTAL	6,227.76				
10315	Aspen Mills	0000		INV	07/24/2026	377744					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 42180		Police	Uniforms		138.61					
							138.61				
10315	Aspen Mills	0000		INV	07/24/2026	377743					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 42180		Police	Uniforms		142.04					
							142.04				
10315	Aspen Mills	0000		INV	07/31/2026	378116					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 42180		Police	Uniforms		172.98					
							172.98				
						CHECK TOTAL	453.63				
10316	Auto Value Parts Stor	0000		EFT	07/17/2026	48229609					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fire 42160		Fire	Chem&Prod		35.35					
							35.35				
10316	Auto Value Parts Stor	0000		EFT	07/17/2026	48229613					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42210		StrMaint	VehEqParts		231.98					
							231.98				
10316	Auto Value Parts Stor	0000		EFT	07/17/2026	48229627					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Storm 42010		Storm Wtr	Supplies		2.49					
	2 StrMaint 42010		StrMaint	Supplies		168.39					
	3 SwrColl 42010		Sewer Coll	Supplies		17.52					
	4 Water 42010		Water	Supplies		17.53					

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 Program ID: apwarrrt

City of Faribault



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CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
								205.93		
10316	Auto Value Parts Stor		0000		EFT	07/18/2026	48229634			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42210			StrMaint	VehEqParts			7.49		
								7.49		
10316	Auto Value Parts Stor		0000		EFT	07/22/2026	48229749			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42210			Police	VehEqParts			25.64		
								25.64		
10316	Auto Value Parts Stor		0000		EFT	07/23/2026	48229763			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 42160			Water	Chem&Prod			108.90		
								108.90		
10316	Auto Value Parts Stor		0000		EFT	07/24/2026	48229806			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42210			StrMaint	VehEqParts			299.98		
								299.98		
10316	Auto Value Parts Stor		0000		EFT	07/24/2026	48229818			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 EqMaint 42210			EqMaint	VehEqParts			6.78		
	2 Parks 42210			P&Tmaint	VehEqParts			13.56		
	3 StrMaint 42210			StrMaint	VehEqParts			27.12		
	4 SwrColl 42210			Sewer Coll	VehEqParts			10.17		
	5 Water 42210			Water	VehEqParts			10.17		
								67.80		
10316	Auto Value Parts Stor		0000		EFT	07/29/2026	48229925			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42210			StrMaint	VehEqParts			6.99		
								6.99		
10316	Auto Value Parts Stor		0000		EFT	07/29/2026	48229923			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42210			P&Tmaint	VehEqParts			8.99		
								8.99		
10316	Auto Value Parts Stor		0000		EFT	07/30/2026	48229962			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42210			SewerReclm	VehEqParts			77.98		
								77.98		

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CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10316	Auto Value Parts Stor		0000		EFT	07/30/2026	48229971			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrColl 42010			Sewer Coll	Supplies			17.99		
								17.99		
10316	Auto Value Parts Stor		0000		EFT	07/30/2026	48229979			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42210			Police	VehEqParts			11.99		
								11.99		
10316	Auto Value Parts Stor		0000		EFT	07/30/2026	48229986			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 EqMaint 42210			EqMaint	VehEqParts			9.22		
								9.22		
10316	Auto Value Parts Stor		0000		EFT	07/30/2026	48229993			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrColl 42210			Sewer Coll	VehEqParts			190.28		
								190.28		
10316	Auto Value Parts Stor		0000		EFT	07/31/2026	48230008			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42210			StrMaint	VehEqParts			38.52		
								38.52		
10316	Auto Value Parts Stor		0000		EFT	07/31/2026	48230007			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42210			StrMaint	VehEqParts			30.74		
								30.74		
10316	Auto Value Parts Stor		0000		EFT	08/01/2026	48230073			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 42210			Water	VehEqParts			67.33		
	2 SwrColl 42210			Sewer Coll	VehEqParts			67.33		
	3 Storm 42210			Storm Wtr	VehEqParts			67.34		
								202.00		
10316	Auto Value Parts Stor		0000		EFT	08/07/2026	48230199			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Storm 42010			Storm Wtr	Supplies			0.54		
	2 StrMaint 42010			StrMaint	Supplies			36.34		
	3 SwrColl 42010			Sewer Coll	Supplies			3.78		
	4 Water 42010			Water	Supplies			3.78		
								44.44		
							CHECK TOTAL	1,622.21		

CLAIMS LIST REPORT

Detail Invoice List

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
11135	Barr Engineering Co		0001		EFT	07/29/2026	23661050.00 - 16			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Storm	45300		Storm Wtr	Impr Other		528.50			
								528.50		
							CHECK TOTAL	528.50		
10333	Barta Machine LLC		0000		INV	07/25/2026	26130			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	44030		Water	P/I R&M		855.00			
								855.00		
							CHECK TOTAL	855.00		
10342	Ryan Bauer		0000		INV	07/16/2026	5867			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Fac	44010		CC Fac	Bldg Maint		432.49			
								432.49		
10342	Ryan Bauer		0000		INV	07/16/2026	5868			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	44010		P&Tmaint	Bldg Maint		1,015.70			
								1,015.70		
10342	Ryan Bauer		0000		INV	07/16/2026	5869			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	44010		P&Tmaint	Bldg Maint		634.79			
								634.79		
10342	Ryan Bauer		0000		INV	07/16/2026	5871			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	44010		Water	Bldg Maint		179.29			
								179.29		
10342	Ryan Bauer		0000		INV	07/16/2026	5872			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	44010		P&Tmaint	Bldg Maint		634.00			
								634.00		
10342	Ryan Bauer		0000		INV	07/16/2026	5874			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks	44010		P&Tmaint	Bldg Maint		816.77			
								816.77		
							CHECK TOTAL	3,713.04		

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10335	BCM Construction Inc		0000	149	EFT	07/24/2026	2025-04 Pay App 6			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	StrImp 45300		Street Imp	Impr Other		79,120.84			
								79,120.84		
							CHECK TOTAL	79,120.84		
10084	Beacon Athletics LLC		0001		EFT	07/22/2026	0639437-IN			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	YouthRec 42410		Youth	MinorEquip		211.02			
								211.02		
							CHECK TOTAL	211.02		
10041	Bergan KDV		0000	8	EFT	07/29/2026	1289646 PO			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Fin 43010		Finance	AuditSrv		350.00			
	2	Storm 43010		Storm Wtr	AuditSrv		42.00			
	3	SwrRecl 43010		SewerReclm	AuditSrv		168.00			
	4	Water 43010		Water	AuditSrv		140.00			
								700.00		
10041	Bergan KDV		0000		EFT	07/29/2026	1289646			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Fin 43010		Finance	AuditSrv		600.00			
	2	Storm 43010		Storm Wtr	AuditSrv		72.00			
	3	SwrRecl 43010		SewerReclm	AuditSrv		288.00			
	4	Water 43010		Water	AuditSrv		240.00			
								1,200.00		
							CHECK TOTAL	1,900.00		
10221	BG Minnesota Inc		0000		EFT	07/29/2026	PI0073180			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Parks 42160		P&Tmaint	Chem&Prod		184.40			
								184.40		
							CHECK TOTAL	184.40		
10031	BHE Renewables		0000		EFT	07/24/2026	12211833			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	SwrRecl 43810		SewerReclm	Elec Util		12,887.59			

City of Faribault



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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
					CHECK TOTAL	12,887.59				
					CHECK TOTAL	12,887.59				
10337 Bolton & Menk Inc	0000	61	EFT	07/12/2026	0397286					
ACCOUNT DETAIL					LINE AMOUNT					
1 SwrColl 45300		Sewer Coll	Impr Other		6,652.50					
						6,652.50				
					CHECK TOTAL	6,652.50				
10289 Brownells Inc	0000		EFT	07/17/2026	2026412981094					
ACCOUNT DETAIL					LINE AMOUNT					
1 Police 42010		Police	Supplies		211.52					
						211.52				
					CHECK TOTAL	211.52				
10097 Canon U.S.A., Inc.	0000		EFT	07/11/2026	43329420					
ACCOUNT DETAIL					LINE AMOUNT					
1 CH Fac 44160		CH Maint	Rents		204.24					
2 CEDAdmin44160		CED Admin	Rents		102.12					
3 Planning 44160		P & Z	Rents		102.12					
						408.48				
10097 Canon U.S.A., Inc.	0000		EFT	07/11/2026	43329419					
ACCOUNT DETAIL					LINE AMOUNT					
1 Storm 44160		Storm Wtr	Rents		1.46					
2 StrMaint 44160		StrMaint	Rents		98.90					
3 SwrColl 44160		Sewer Coll	Rents		10.29					
4 Water 44160		Water	Rents		10.30					
						120.95				
					CHECK TOTAL	529.43				
10377 Cave Creek LLC	0000		EFT	08/01/2026	080126 TIF9					
ACCOUNT DETAIL					LINE AMOUNT					
1 TIFFarRd 44930		9-FaribRd	PAYGo Pmnt		47,665.67					
						47,665.67				
					CHECK TOTAL	47,665.67				

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CASH ACCOUNT: Treasury 10100				Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10364	Cemstone Products Co		0000		INV	07/23/2026	8130884				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 Parks	44030		P&Tmaint	P/I R&M			1,109.50			
									1,109.50		
							CHECK TOTAL		1,109.50		
10260	Cengage Learning Inc		0000		INV	07/15/2026	999102825687				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 Library	42190		Library	Books			16.50			
									16.50		
							CHECK TOTAL		16.50		
10353	Chadderdon Lumber		0000		INV	07/16/2026	222171				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 Parks	42010		P&Tmaint	Supplies			142.80			
									142.80		
							CHECK TOTAL		142.80		
10354	Cintas Corporation		0002		EFT	07/19/2026	4273183077				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 EqMaint	44060		EqMaint	Lndry Svc			9.38			
	2 StrMaint	44060		StrMaint	Lndry Svc			31.20			
									40.58		
10354	Cintas Corporation		0002		EFT	07/19/2026	4273183118				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 Parks	44060		P&Tmaint	Lndry Svc			39.60			
									39.60		
10354	Cintas Corporation		0002		EFT	07/19/2026	4273183021				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 Storm	44060		Storm Wtr	Lndry Svc			3.25			
	2 SwrColl	44060		Sewer Coll	Lndry Svc			12.64			
	3 Water	44060		Water	Lndry Svc			29.88			
									45.77		
10354	Cintas Corporation		0002		EFT	07/19/2026	4273183008				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 EqMaint	44060		EqMaint	Lndry Svc			26.77			
									26.77		

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CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10354	Cintas Corporation	0002		EFT	07/19/2026	4273183407					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 44060		SewerReclm	Lndry Srvc		61.93					
							61.93				
10354	Cintas Corporation	0002		EFT	07/19/2026	4273183503					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 44060		SewerReclm	Lndry Srvc		45.55					
							45.55				
10354	Cintas Corporation	0002		EFT	07/26/2026	4273910560					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 EqMaint 44060		EqMaint	Lndry Srvc		9.38					
	2 StrMaint 44060		StrMaint	Lndry Srvc		33.20					
							42.58				
10354	Cintas Corporation	0002		EFT	07/26/2026	4273910535					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Storm 44060		Storm Wtr	Lndry Srvc		3.25					
	2 SwrColl 44060		Sewer Coll	Lndry Srvc		12.64					
	3 Water 44060		Water	Lndry Srvc		29.88					
							45.77				
10354	Cintas Corporation	0002		EFT	07/26/2026	4273910592					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 EqMaint 44060		EqMaint	Lndry Srvc		26.77					
	2 PW Fac 42230		PW Fac	Bldg Supp		71.08					
							97.85				
10354	Cintas Corporation	0002		EFT	07/26/2026	4273910548					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 44060		P&Tmaint	Lndry Srvc		40.60					
							40.60				
10354	Cintas Corporation	0002		EFT	07/26/2026	4273911012					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 44060		SewerReclm	Lndry Srvc		45.55					
							45.55				
10354	Cintas Corporation	0002		EFT	07/26/2026	4273910864					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 44060		SewerReclm	Lndry Srvc		7.00					
							7.00				

City of Faribault



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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10354	Cintas Corporation		0002		EFT	08/01/2026	4274621587			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Storm	44060		Storm Wtr	Lndry Srvc			3.25		
	2 SwrColl	44060		Sewer Coll	Lndry Srvc			12.64		
	3 Water	44060		Water	Lndry Srvc			29.88		
								45.77		
10354	Cintas Corporation		0002		EFT	08/01/2026	4274621618			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 EqMaint	44060		EqMaint	Lndry Srvc			26.77		
								26.77		
10354	Cintas Corporation		0002		EFT	08/01/2026	4274621723			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 EqMaint	44060		EqMaint	Lndry Srvc			9.38		
	2 StrMaint	44060		StrMaint	Lndry Srvc			31.20		
								40.58		
							CHECK TOTAL	652.67		
10372	Clean Plus Inc		0000		EFT	07/26/2026	2606213			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	42420		Police	SafetyS&E			338.48		
								338.48		
							CHECK TOTAL	338.48		
10988	Colonial Life & Accid		0000		INV	07/10/2026	18959			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Treasury	21711		Treasury	LTDPay			80.00		
								80.00		
							CHECK TOTAL	80.00		
10357	Community Co-op Oil A		0000		INV	07/11/2026	164308			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint	44040		StrMaint	MachEqRpr			45.00		
								45.00		
10357	Community Co-op Oil A		0000		INV	07/11/2026	164301			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint	42210		StrMaint	VehEqParts			442.90		
								442.90		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10357	Community Co-op Oil A	0000		INV	07/11/2026	164300				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42210		P&Tmaint	VehEqParts		248.00				248.00
10357	Community Co-op Oil A	0000		INV	07/15/2026	86262058				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42120		StrMaint	Motor Fuel		9.50				9.50
10357	Community Co-op Oil A	0000		INV	07/18/2026	86263563				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42120		StrMaint	Motor Fuel		4.73				4.73
10357	Community Co-op Oil A	0000		INV	07/24/2026	164569				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Airport 42210		Airport	VehEqParts		86.00				86.00
10357	Community Co-op Oil A	0000		INV	07/22/2026	5627				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fire 42120		Fire	Motor Fuel		36.00				36.00
10357	Community Co-op Oil A	0000		INV	07/22/2026	5600				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fire 42120		Fire	Motor Fuel		47.38				47.38
10357	Community Co-op Oil A	0000		INV	07/23/2026	164539				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 44040		StrMaint	MachEqRpr		110.00				110.00
10357	Community Co-op Oil A	0000		INV	07/26/2026	8501				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42120		StrMaint	Motor Fuel		119.89				119.89
						CHECK TOTAL	1,149.40			
10721	Consolidated Communic	0000		INV	07/22/2026	062226				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 43250		Water	Other Comm		113.30				113.30

City of Faribault



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CHECK RUN: 071526FF 07/15/2026

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							CHECK TOTAL	113.30		
11363	Control Installations		0001		INV	07/26/2026	182742			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Lib Fac 44010			Lib Fac	Bldg Maint		567.00			
								567.00		
							CHECK TOTAL	567.00		
10723	Core & Main LP		0000		INV	07/17/2026	INV0031691			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 42010			Water	Supplies		470.02			
								470.02		
10723	Core & Main LP		0000		INV	07/24/2026	J000027286			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 43095			Water	SoftwrSupp		10,016.00			
								10,016.00		
10723	Core & Main LP		0000		INV	07/26/2026	J000027851			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 42010			Water	Supplies		4,843.00			
								4,843.00		
10723	Core & Main LP		0000		CRM	07/02/2026	R000001722			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 43095			Water	SoftwrSupp		-10,016.00			
								-10,016.00		
							CHECK TOTAL	5,313.02		
10361	Culligan of Faribault		0001		EFT	07/30/2026	119X01428304			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 44160			Library	Rents		42.00			
								42.00		
10361	Culligan of Faribault		0001		EFT	07/30/2026	119X01429302			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CH Fac 44160			CH Maint	Rents		202.00			
								202.00		
10361	Culligan of Faribault		0001		EFT	07/30/2026	119X01429401			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Fac 44160			CC Fac	Rents		47.00			
								47.00		

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 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

City of Faribault



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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
					CHECK TOTAL	291.00				
10160 Dakota Supply Group	0000		EFT	07/22/2026	S105785789.001					
ACCOUNT DETAIL					LINE AMOUNT					
1 Water 42010		Water	Supplies		112.61				112.61	
					CHECK TOTAL	112.61				
10380 Dalco	0001		INV	07/25/2026	42205549					
ACCOUNT DETAIL					LINE AMOUNT					
1 Pol Fac 42160		Pol Fac	Chem&Prod		60.74				60.74	
					CHECK TOTAL	60.74				
10387 Donahues	0000		EFT	07/03/2026	96110/2					
ACCOUNT DETAIL					LINE AMOUNT					
1 Parks 42250		P&Tmaint	PlantMat		146.97				146.97	
					CHECK TOTAL	146.97				
10275 E O Johnson Company I	0000		EFT	07/17/2026	42279140					
ACCOUNT DETAIL					LINE AMOUNT					
1 Library 44160		Library	Rents		12.12				12.12	
10275 E O Johnson Company I	0000		EFT	08/02/2026	42405966					
ACCOUNT DETAIL					LINE AMOUNT					
1 CC Admin 44160		CC Admin	Rents		206.80				206.80	
					CHECK TOTAL	218.92				
10275 E O Johnson Company I	0001		INV	07/22/2026	INV1984061					
ACCOUNT DETAIL					LINE AMOUNT					
1 Library 44160		Library	Rents		114.13				114.13	
					CHECK TOTAL	114.13				

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10394	Earl F Andersen Inc		0000		INV	07/31/2026	0143289-IN			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrSign	42240		Sign Sig	StMaintMat		335.35			
								335.35		
							CHECK TOTAL	335.35		
10407	Electric Pump Inc		0000		EFT	07/19/2026	039471			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrColl	44040		Sewer Coll	MachEqRpr		915.15			
								915.15		
							CHECK TOTAL	915.15		
10396	Emergency Apparatus M		0000		INV	07/18/2026	140363			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire	42210		Fire	VehEqParts		527.63			
								527.63		
							CHECK TOTAL	527.63		
10207	Enterprise FM Trust		0000		EFT	08/20/2026	FBN5678060			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	45600		Police	Cap Lease		16,936.67			
								16,936.67		
							CHECK TOTAL	16,936.67		
11361	Enviroease LLC		0000		INV	07/11/2026	AK-01			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 PrkInd	45300	26401	Prk Dedic	Impr Other		1,500.00			
								1,500.00		
							CHECK TOTAL	1,500.00		
11341	Erin K McCawley		0000		INV	07/30/2026	073026 Band in Park			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Adult	42500		Adult	OutrchEnga		1,200.00			
								1,200.00		
							CHECK TOTAL	1,200.00		

City of Faribault



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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10744	Evergreen Knoll Limit		0000		INV	08/01/2026	080126 TIF15			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 TIFLofts	44930		15-Lofts	PAYGo Pmnt		12,642.38			
								12,642.38		
							CHECK TOTAL	12,642.38		
11331	Express Services, Inc		0000		INV	07/24/2026	34068189			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fin	43090		Finance	ProfSrv		148.40			
	2 Water	43090		Water	ProfSrv		259.70			
	3 SwrRecl	43090		SewerReclm	ProfSrv		296.80			
	4 Storm	43090		Storm Wtr	ProfSrv		37.10			
								742.00		
11331	Express Services, Inc		0000		INV	07/30/2026	34097187			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fin	43090		Finance	ProfSrv		100.80			
	2 Water	43090		Water	ProfSrv		176.40			
	3 SwrRecl	43090		SewerReclm	ProfSrv		201.60			
	4 Storm	43090		Storm Wtr	ProfSrv		25.20			
								504.00		
11331	Express Services, Inc		0000		INV	08/07/2026	34131220			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fin	43090		Finance	ProfSrv		103.60			
	2 Water	43090		Water	ProfSrv		181.30			
	3 SwrRecl	43090		SewerReclm	ProfSrv		207.20			
	4 Storm	43090		Storm Wtr	ProfSrv		25.90			
								518.00		
							CHECK TOTAL	1,764.00		
10033	Falkstone LLC		0000	21	EFT	07/13/2026	13773			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint	42240		StrMaint	StMaintMat		3,992.72			
								3,992.72		
10033	Falkstone LLC		0000	21	EFT	07/20/2026	13834			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint	42240		StrMaint	StMaintMat		3,676.91			
								3,676.91		

City of Faribault



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CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10033	Falkstone LLC	0000	21	EFT	07/30/2026	13925				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42240		StrMaint	StMaintMat		4,286.65				
							4,286.65			
10033	Falkstone LLC	0000	21	EFT	08/03/2026	13980				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42240		StrMaint	StMaintMat		921.00				
							921.00			
						CHECK TOTAL	12,877.28			
10749	Fareway Stores Inc #1	0000		INV	07/13/2026	00048460				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Aquatic 42990		AquaticCtr	CmdResale		5.98				
							5.98			
10749	Fareway Stores Inc #1	0000		INV	07/17/2026	00048958				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Admin 42500		Admin	OutrchEnga		7.47				
							7.47			
10749	Fareway Stores Inc #1	0000		INV	07/11/2026	00248554				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Council 42010		Council	Supplies		15.48				
							15.48			
10749	Fareway Stores Inc #1	0000		INV	07/24/2026	00249795				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Admin 42500		Admin	OutrchEnga		5.29				
							5.29			
10749	Fareway Stores Inc #1	0000		INV	08/07/2026	00095435				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 HR 44382		HR	EmpProgram		309.01				
							309.01			
						CHECK TOTAL	343.23			
10410	Faribault Ace Hardwar	0000		INV	07/15/2026	519521/1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42010		P&Tmaint	Supplies		11.69				
							11.69			

City of Faribault



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CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10410	Faribault Ace Hardwar	0000		INV	07/15/2026	519522/1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 42010		Water	Supplies			14.58			
										14.58
10410	Faribault Ace Hardwar	0000		INV	07/16/2026	519599/1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Engineer 42010		Engineer	Supplies			50.36			
										50.36
10410	Faribault Ace Hardwar	0000		INV	07/18/2026	519660/1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42160		StrMaint	Chem&Prod			8.99			
										8.99
10410	Faribault Ace Hardwar	0000		INV	07/18/2026	519661/1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42010		P&Tmaint	Supplies			2.36			
										2.36
10410	Faribault Ace Hardwar	0000		INV	07/18/2026	519675/1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fire 42010		Fire	Supplies			16.19			
										16.19
10410	Faribault Ace Hardwar	0000		INV	07/22/2026	519821/1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42010		P&Tmaint	Supplies			35.79			
										35.79
10410	Faribault Ace Hardwar	0000		INV	07/24/2026	519904/1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42010		P&Tmaint	Supplies			4.31			
										4.31
10410	Faribault Ace Hardwar	0000		INV	07/23/2026	519868/1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 42010		P&Tmaint	Supplies			22.97			
										22.97
10410	Faribault Ace Hardwar	0000		INV	07/25/2026	519948/1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CC Fac 42230		CC Fac	Bldg Supp			1.19			
										1.19

City of Faribault



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CASH ACCOUNT: Treasury 10100				Cash							
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10410	Faribault Ace Hardwar			0000		INV	07/26/2026	519991/1			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 SwrRecl	42160			SewerReclm	Chem&Prod			21.97		
	2 SwrRecl	42010			SewerReclm	Supplies			48.21		
									70.18		
10410	Faribault Ace Hardwar			0000		INV	07/25/2026	519977/1			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 Police	42410			Police	MinorEquip			89.99		
									89.99		
10410	Faribault Ace Hardwar			0000		INV	07/29/2026	520091/1			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 Parks	44010			P&Tmaint	Bldg Maint			15.28		
									15.28		
10410	Faribault Ace Hardwar			0000		INV	07/29/2026	520078/1			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 Police	42010			Police	Supplies			33.28		
									33.28		
10410	Faribault Ace Hardwar			0000		INV	07/29/2026	520070/1			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 Fire Fac	42160			Fire Fac	Chem&Prod			10.79		
									10.79		
10410	Faribault Ace Hardwar			0000		INV	07/29/2026	520063/1			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 Parks	42010			P&Tmaint	Supplies			7.19		
									7.19		
10410	Faribault Ace Hardwar			0000		INV	07/29/2026	520062/1			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 Parks	42010			P&Tmaint	Supplies			151.83		
									151.83		
10410	Faribault Ace Hardwar			0000		INV	07/31/2026	520154/1			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 Aquatic	42010			AquaticCtr	Supplies			29.18		
									29.18		
10410	Faribault Ace Hardwar			0000		INV	07/31/2026	520172/1			
	ACCOUNT DETAIL							LINE AMOUNT			
	1 Aquatic	42010			AquaticCtr	Supplies			53.87		
									53.87		

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 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

City of Faribault



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Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10410	Faribault Ace Hardwar		0000		INV	08/01/2026	520197/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	CC Admin 42010		CC Admin	Supplies			5.39		
								5.39		
10410	Faribault Ace Hardwar		0000		INV	08/06/2026	520299/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Fin 42010		Finance	Supplies			4.31		
								4.31		
							CHECK TOTAL	639.72		
10750	Faribault Apartments		0000		INV	08/01/2026	080126 TIF18 phase 1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	TIFW/lw 44930		18-Willow	PAYGo Pmnt			55,673.49		
								55,673.49		
10750	Faribault Apartments		0000		INV	08/01/2026	080126 TIF18 phase3			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	TIFW/lw 44930		18-Willow	PAYGo Pmnt			13,993.93		
								13,993.93		
							CHECK TOTAL	69,667.42		
10753	Faribault Division LL		0000		INV	08/01/2026	080126 TIF13			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	TIFHamil 44930		13-Hamilton	PAYGo Pmnt			29,674.82		
								29,674.82		
							CHECK TOTAL	29,674.82		
10075	Faribault Fleet Suppl		0000		EFT	07/16/2026	079380			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Parks 42010		P&Tmaint	Supplies			15.45		
								15.45		
10075	Faribault Fleet Suppl		0000		EFT	07/16/2026	079383			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Parks 42010		P&Tmaint	Supplies			8.51		
								8.51		
10075	Faribault Fleet Suppl		0000		EFT	07/16/2026	079384			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Parks 42120		P&Tmaint	Motor Fuel			101.97		
								101.97		

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 User: Fawn Fuller (FFuller)
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CLAIMS LIST REPORT

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CHECK RUN: 071526FF 07/15/2026

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CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10075	Faribault Fleet Suppl	0000		EFT	07/17/2026	079410			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Parks 42010		P&Tmaint	Supplies		31.17			
							31.17		
10075	Faribault Fleet Suppl	0000		EFT	07/23/2026	079575			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Parks 42410		P&Tmaint	MinorEquip		52.97			
							52.97		
10075	Faribault Fleet Suppl	0000		EFT	07/23/2026	079576			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Parks 42010		P&Tmaint	Supplies		33.97			
							33.97		
10075	Faribault Fleet Suppl	0000		EFT	07/25/2026	79628			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Parks 42010		P&Tmaint	Supplies		14.99			
							14.99		
10075	Faribault Fleet Suppl	0000		EFT	07/29/2026	79699			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 StrMaint 42210		StrMaint	VehEqParts		6.98			
							6.98		
10075	Faribault Fleet Suppl	0000		EFT	07/29/2026	79697			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Parks 42010		P&Tmaint	Supplies		27.98			
							27.98		
10075	Faribault Fleet Suppl	0000		EFT	06/29/2026	078284 CR			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Parks 42010		P&Tmaint	Supplies		-143.97			
							-143.97		
10075	Faribault Fleet Suppl	0000		EFT	07/31/2026	079767			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 PW Fac 42230		PW Fac	Bldg Supp		31.98			
							31.98		
10075	Faribault Fleet Suppl	0000		EFT	08/01/2026	079815			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 StrMaint 42210		StrMaint	VehEqParts		7.99			
							7.99		

City of Faribault



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CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10075	Faribault Fleet Suppl	0000		EFT	08/05/2026	079869					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42240		StrMaint	StMaintMat		219.99					
							219.99				
10075	Faribault Fleet Suppl	0000		EFT	08/07/2026	079958					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42410		Water	MinorEquip		164.41					
							164.41				
						CHECK TOTAL	574.39				
10757	Faribault Post Office	0000		INV	08/18/2026	062026					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 44390		Water	Taxes Lics		246.67					
	2 SwrRecl 44390		SewerReclm	Taxes Lics		246.66					
	3 Storm 44390		Storm Wtr	Taxes Lics		246.67					
							740.00				
						CHECK TOTAL	740.00				
10413	Faribault Rental Equi	0000		INV	07/22/2026	621659					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42410		Water	MinorEquip		165.99					
							165.99				
10413	Faribault Rental Equi	0000		INV	06/30/2026	88057					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 44160		P&Tmaint	Rents		1,695.00					
							1,695.00				
						CHECK TOTAL	1,860.99				
10416	Faribo Air Conditioni	0000	36	EFT	07/18/2026	17475					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 45400		Water	Mach&Equip		14,000.00					
							14,000.00				
						CHECK TOTAL	14,000.00				
10418	Fastenal Company	0000		EFT	07/29/2026	MNDUN143147					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42420		StrMaint	SafetyS&E		121.29					
							121.29				

Report generated: 07/09/2026 13:17:39
 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							CHECK TOTAL	121.29		
11072	Ferguson US Holdings		0000		INV	07/08/2026	0566133			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 42010			Water	Supplies			582.68		
								582.68		
11072	Ferguson US Holdings		0000		INV	07/23/2026	2795228			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic 42010			AquaticCtr	Supplies			35.99		
								35.99		
11072	Ferguson US Holdings		0000		INV	07/29/2026	2810680			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 44010			P&Tmaint	Bldg Maint			73.73		
								73.73		
							CHECK TOTAL	692.40		
10421	Fette Electronics Inc		0000		EFT	07/26/2026	12163			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Lib Fac 44010			Lib Fac	Bldg Maint			264.00		
								264.00		
							CHECK TOTAL	264.00		
10163	Kevin Filan		0000		EFT	07/22/2026	1733154			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 43060			P&Tmaint	CntrctLabr			785.00		
								785.00		
10163	Kevin Filan		0000		EFT	07/23/2026	16511			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 PW Fac 44010			PW Fac	Bldg Maint			295.00		
								295.00		
10163	Kevin Filan		0000		EFT	07/23/2026	16510			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 43060			P&Tmaint	CntrctLabr			2,808.40		
								2,808.40		
							CHECK TOTAL	3,888.40		

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
11290	Follett Content Solut	0001		EFT	07/11/2026	749390F				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books			67.83			
							67.83			
11290	Follett Content Solut	0001		EFT	07/24/2026	768551				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books			188.11			
							188.11			
11290	Follett Content Solut	0001		EFT	07/03/2026	765780A				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books			531.96			
							531.96			
11290	Follett Content Solut	0001		EFT	05/27/2026	725411A				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books			273.50			
							273.50			
						CHECK TOTAL	1,061.40			
11127	Genuine Parts Company	0001		EFT	07/17/2026	041473				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fire 42160		Fire	Chem&Prod			14.99			
							14.99			
11127	Genuine Parts Company	0001		EFT	07/18/2026	041594				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42210		StrMaint	VehEqParts			37.98			
							37.98			
11127	Genuine Parts Company	0001		EFT	07/19/2026	041704				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 42120		SewerReclm	Motor Fuel			1,014.48			
							1,014.48			
11127	Genuine Parts Company	0001		EFT	07/24/2026	042169				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fire 42210		Fire	VehEqParts			15.98			
							15.98			
11127	Genuine Parts Company	0001		EFT	07/29/2026	042574				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 42010		EqMaint	Supplies			290.00			
							290.00			

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
11127	Genuine Parts Company		0001		EFT	07/29/2026	042495			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint	42210		StrMaint	VehEqParts			5.99		
								5.99		
11127	Genuine Parts Company		0001		EFT	07/29/2026	042573			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 EqMaint	42010		EqMaint	Supplies			47.93		
								47.93		
11127	Genuine Parts Company		0001		EFT	07/30/2026	042634			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrColl	42210		Sewer Coll	VehEqParts			17.99		
								17.99		
11127	Genuine Parts Company		0001		EFT	07/30/2026	042674			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	42210		Water	VehEqParts			17.99		
								17.99		
11127	Genuine Parts Company		0001		EFT	07/12/2026	041066			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire	42120		Fire	Motor Fuel			64.48		
	2 Fire	42210		Fire	VehEqParts			10.90		
								75.38		
11127	Genuine Parts Company		0001		EFT	08/02/2026	042956			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire	42010		Fire	Supplies			11.07		
								11.07		
11127	Genuine Parts Company		0001		EFT	08/05/2026	043025			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CH Fac	44040		CH Maint	MachEqRpr			12.49		
								12.49		
11127	Genuine Parts Company		0001		EFT	08/05/2026	043080			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint	42210		StrMaint	VehEqParts			1,268.99		
								1,268.99		
11127	Genuine Parts Company		0001		EFT	07/01/2026	042740			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	42210		Water	VehEqParts			-17.99		
								-17.99		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
11127	Genuine Parts Company		0001		EFT	07/02/2026	042822			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 EqMaint 42210			EqMaint	VehEqParts			-1,268.99		
								-1,268.99		
							CHECK TOTAL	1,544.28		
10777	Glenn's Service LLC		0000		INV	07/19/2026	45557			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 44020			Police	VehicleR&M			140.00		
								140.00		
10777	Glenn's Service LLC		0000		INV	07/24/2026	45427			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 43090			Police	ProfSrv			242.50		
								242.50		
							CHECK TOTAL	382.50		
10436	BRHB Inc		0000		EFT	07/05/2026	07919			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Viaduct 42500			ViaductPrk	OutrchEnga			117.38		
								117.38		
10436	BRHB Inc		0000		EFT	07/10/2026	07927			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic 42990			AquaticCtr	CmdResale			120.00		
								120.00		
10436	BRHB Inc		0000		EFT	07/13/2026	07930			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic 42990			AquaticCtr	CmdResale			120.00		
								120.00		
10436	BRHB Inc		0000		EFT	07/12/2026	07929			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic 42990			AquaticCtr	CmdResale			300.00		
								300.00		
10436	BRHB Inc		0000		EFT	07/14/2026	89 6/14/26			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic 42990			AquaticCtr	CmdResale			120.00		
								120.00		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10436	BRHB Inc	0000		EFT	07/28/2026	07949				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Aquatic 42990		AquaticCtr	CmdResale		45.00				
							45.00			
10436	BRHB Inc	0000		EFT	07/31/2026	07953				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 YouthRec 42500 25901		Youth	OutrchEnga		81.00				
							81.00			
10436	BRHB Inc	0000		EFT	07/30/2026	111 063026				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Aquatic 42990		AquaticCtr	CmdResale		285.00				
							285.00			
						CHECK TOTAL	1,188.38			
10438	Gopher State One Call	0000		EFT	07/30/2026	6060396				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 43090		Water	ProfSrv		219.15				
	2 Storm 43090		Storm Wtr	ProfSrv		219.15				
	3 SwrColl 43090		Sewer Coll	ProfSrv		219.15				
							657.45			
						CHECK TOTAL	657.45			
10784	Gustafson Jay	0000		EFT	07/25/2026	6.8-6.25.26 Interpre				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 YouthRec 43090		Youth	ProfSrv		5,175.50				
							5,175.50			
						CHECK TOTAL	5,175.50			
10447	Harry Brown's LLC	0001		EFT	07/24/2026	CW062426				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Police 44020		Police	VehicleR&M		695.50				
							695.50			
10447	Harry Brown's LLC	0001		EFT	07/22/2026	6139241/1				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 42210		SewerReclm	VehEqParts		890.00				
							890.00			

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10447	Harry Brown's LLC	0001		EFT	07/30/2026	5046798				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Police 42210		Police	VehEqParts		31.20				
						31.20				
						CHECK TOTAL	1,616.70			
10449	Hawkins Inc	0000		EFT	07/11/2026	7461390				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 42160		SewerReclm	Chem&Prod		9,931.92				
						9,931.92				
10449	Hawkins Inc	0000		EFT	07/17/2026	7464830				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 42160		Water	Chem&Prod		6,342.32				
						6,342.32				
10449	Hawkins Inc	0000		EFT	07/26/2026	7474417				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 42160		Water	Chem&Prod		5,002.80				
						5,002.80				
10449	Hawkins Inc	0000		EFT	07/26/2026	7474408				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Aquatic 42160		AquaticCtr	Chem&Prod		1,844.90				
						1,844.90				
10449	Hawkins Inc	0000		EFT	07/26/2026	7474415				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CC Fac 42160		CC Fac	Chem&Prod		905.71				
						905.71				
10449	Hawkins Inc	0000		EFT	07/25/2026	7476515				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 42160		SewerReclm	Chem&Prod		9,985.94				
						9,985.94				
10449	Hawkins Inc	0000		EFT	07/31/2026	7481198				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 42160		Water	Chem&Prod		2,292.00				
						2,292.00				
10449	Hawkins Inc	0000		EFT	08/01/2026	7481939				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 42160		Water	Chem&Prod		8,401.64				
						8,401.64				

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100			Cash										
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK			
10449	Hawkins Inc		0000		EFT	08/01/2026	7481942						
ACCOUNT DETAIL							LINE AMOUNT						
1	Aquatic	42160		AquaticCtr	Chem&Prod			1,410.62			1,410.62		
							CHECK TOTAL	46,117.85					
10993	Teladoc Health Inc		0000		INV	07/31/2026	2026070350097						
ACCOUNT DETAIL							LINE AMOUNT						
1	Treasury	21707		Treasury	MedicalPay			1,408.00			1,408.00		
							CHECK TOTAL	1,408.00					
10452	Heiman Fire Equipment		0000		EFT	07/17/2026	0957128-IN						
ACCOUNT DETAIL							LINE AMOUNT						
1	Fire	42210		Fire	VehEqParts			232.30			232.30		
							CHECK TOTAL	232.30					
11090	Heinrich Envelope Cor		0000		INV	07/18/2026	490570						
ACCOUNT DETAIL							LINE AMOUNT						
1	Storm	42010		Storm Wtr	Supplies			466.70			1,400.10		
2	SwrRecl	42010		SewerReclm	Supplies			466.70					
3	Water	42010		Water	Supplies			466.70					
							CHECK TOTAL	1,400.10					
10460	Helen M Nagel Inc		0000		INV	07/24/2026	062426						
ACCOUNT DETAIL							LINE AMOUNT						
1	Water	42240		Water	StMaintMat			750.00			910.00		
2	Parks	44030		P&Tmaint	P/I R&M			160.00					
							CHECK TOTAL	910.00					
10983	Heselton Construction		0000		INV	07/26/2026	29786						
ACCOUNT DETAIL							LINE AMOUNT						
1	Water	44030		Water	P/I R&M			5,405.00			5,405.00		
							CHECK TOTAL	5,405.00					

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10454	Hillyard - Inc		0001		INV	07/24/2026	90193945			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Pol Fac 42230		Pol Fac	Bldg Supp			50.83		
								50.83		
10454	Hillyard - Inc		0001		INV	07/25/2026	90193944			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Pol Fac 42230		Pol Fac	Bldg Supp			128.71		
								128.71		
10454	Hillyard - Inc		0001		INV	08/01/2026	90203257			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	CC Fac 42230		CC Fac	Bldg Supp			667.08		
								667.08		
							CHECK TOTAL	846.62		
11277	Hirshfield's Inc		0000		EFT	07/31/2026	55000773			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Water 42010		Water	Supplies			616.64		
								616.64		
							CHECK TOTAL	616.64		
10297	Holtmeier Constructio		0000	49	EFT	07/30/2026	2026-03 & 06 Pay App			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	StrImp 45300	26502	Street Imp	Impr Other			359,449.98		
								359,449.98		
							CHECK TOTAL	359,449.98		
10464	Horizon Commercial Po		0000		EFT	04/23/2026	INV131058			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	CC Fac 42160		CC Fac	Chem&Prod			42.57		
								42.57		
							CHECK TOTAL	42.57		
11121	HP Inc		0001		EFT	07/18/2026	9810050548			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	CC Admin 42410		CC Admin	MinorEquip			410.00		
								410.00		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
11121	HP Inc	0001		EFT	07/19/2026	9810052643				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 CC Admin 42410		CC Admin	MinorEquip		145.00				
							145.00			
11121	HP Inc	0001		EFT	07/31/2026	9810099157				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fire 42410		Fire	MinorEquip		2,020.00				
							2,020.00			
11121	HP Inc	0001		EFT	08/02/2026	9810113215				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 ViaductP 42230		Viaduct	Bldg Supp		1,521.65				
							1,521.65			
						CHECK TOTAL	4,096.65			
10455	Hy-Vee - Accounts Rec	0000		INV	06/19/2026	020426 480024020426				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42010		StrMaint	Supplies		46.24				
	2 Water 42010		Water	Supplies		46.24				
	3 SwrColl 42010		Sewer Coll	Supplies		46.24				
	4 SwrRecl 42010		SewerReclm	Supplies		46.24				
							184.96			
						CHECK TOTAL	184.96			
10990	IAFF Local 665	0000		INV	07/10/2026	18960				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Treasury 21708		Treasury	UnDuesPay		810.00				
							810.00			
						CHECK TOTAL	810.00			
10188	Imperial Supplies Hol	0000		EFT	07/24/2026	I001HG0687				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42210		StrMaint	VehEqParts		181.48				
							181.48			

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10188	Imperial Supplies Hol	0000		EFT	08/05/2026	I001HJ4453				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Storm 42010		Storm Wtr	Supplies		1.11				
	2 StrMaint 42010		StrMaint	Supplies		75.23				
	3 SwrColl 42010		Sewer Coll	Supplies		7.83				
	4 Water 42010		Water	Supplies		7.83				
							92.00			
10188	Imperial Supplies Hol	0000		EFT	08/06/2026	I001HK0625				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Storm 42010		Storm Wtr	Supplies		0.65				
	2 StrMaint 42010		StrMaint	Supplies		44.23				
	3 SwrColl 42010		Sewer Coll	Supplies		4.60				
	4 Water 42010		Water	Supplies		4.61				
							54.09			
						CHECK TOTAL	327.57			
11253	Ingram Library Servic	0001		EFT	07/18/2026	97364184				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		527.19				
							527.19			
11253	Ingram Library Servic	0001		EFT	07/17/2026	97336900				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		92.90				
							92.90			
11253	Ingram Library Servic	0001		EFT	07/15/2026	97277847				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		115.58				
							115.58			
11253	Ingram Library Servic	0001		EFT	07/12/2026	97244796				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		209.82				
							209.82			
11253	Ingram Library Servic	0001		EFT	07/11/2026	97227666				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books		57.06				
							57.06			

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100				Cash							
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
11253	Ingram Library Servic			0001		EFT	07/24/2026	97463613			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Library	42190		Library	Books			66.06		
									66.06		
11253	Ingram Library Servic			0001		EFT	07/22/2026	97416251			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Library	42190		Library	Books			29.70		
									29.70		
11253	Ingram Library Servic			0001		EFT	07/22/2026	97399269			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Library	42190		Library	Books			105.16		
									105.16		
11253	Ingram Library Servic			0001		EFT	07/28/2026	97535685			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Library	42190		Library	Books			100.72		
									100.72		
								CHECK TOTAL	1,304.19		
10472	Innovative Office Sol			0000		EFT	07/18/2026	IN5142602			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	CC Admin	42010		CC Admin	Supplies			51.71		
									51.71		
10472	Innovative Office Sol			0000		EFT	07/19/2026	IN5143418			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Fin	42010		Finance	Supplies			27.36		
									27.36		
10472	Innovative Office Sol			0000		EFT	07/23/2026	IN5144960			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Library	42010		Library	Supplies			10.75		
									10.75		
10472	Innovative Office Sol			0000		EFT	07/29/2026	IN5147993			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	CC Fac	42230		CC Fac	Bldg Supp			15.55		
									15.55		
10472	Innovative Office Sol			0000		EFT	07/31/2026	IN5149668			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	Police	42010		Police	Supplies			11.92		
									11.92		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10472	Innovative Office Sol	0000		EFT	07/31/2026	IN5149509			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Fin 42010		Finance	Supplies		20.76			
	2 Admin 42010		Admin	Supplies		7.37			
							28.13		
10472	Innovative Office Sol	0000		EFT	08/06/2026	IN5152555			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Fire 42010		Fire	Supplies		57.17			
							57.17		
						CHECK TOTAL	202.59		
10473	Insty-Prints	0000		EFT	07/15/2026	170494			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Library 42010		Library	Supplies		248.52			
							248.52		
10473	Insty-Prints	0000		EFT	07/22/2026	170600			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 CC Fac 42230		CC Fac	Bldg Supp		160.80			
							160.80		
						CHECK TOTAL	409.32		
11354	Interclean Equipment,	0000		INV	07/24/2026	160168			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 PW Fac 44010		PW Fac	Bldg Maint		5,000.00			
							5,000.00		
						CHECK TOTAL	5,000.00		
11332	Jake Gedicke	0000		EFT	07/26/2026	06/26/26 2			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Lib Fac 44010		Lib Fac	Bldg Maint		800.00			
							800.00		
11332	Jake Gedicke	0000		EFT	07/26/2026	06/26/26 3			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 CH Fac 43060		CH Maint	CntrctLabr		800.00			
							800.00		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
11332	Jake Gedicke	0000		EFT	07/29/2026	06/29/26 CC Lib					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 43060		P&Tmaint	CntrctLabr		400.00					
	2 Lib Fac 44010		Lib Fac	Bldg Maint		400.00					
							800.00				
11332	Jake Gedicke	0000		EFT	07/29/2026	06/29/26 Parks					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Wshngtn 43060		Wshngtn	CntrctLabr		204.00					
	2 Soccer 43060		SoccerComp	CntrctLabr		1,980.00					
							2,184.00				
11332	Jake Gedicke	0000		EFT	07/29/2026	06/29/26 CH					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CH Fac 43060		CH Maint	CntrctLabr		800.00					
							800.00				
	CHECK TOTAL						5,384.00				
10654	Jayanti LLC	0000		INV	08/06/2026	12607075731A054176					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 43220		Water	Postage		43.02					
							43.02				
	CHECK TOTAL						43.02				
10281	Jefferson Fire & Safe	0000		EFT	07/18/2026	IN341308					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fire 42160		Fire	Chem&Prod		1,625.00					
							1,625.00				
	CHECK TOTAL						1,625.00				
11356	Joshua Paul Kloyda	0000		INV	07/02/2026	070226 band in park					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Adult 42500		Adult	OutrchEnga		600.00					
							600.00				
	CHECK TOTAL						600.00				
11221	Joyce Prahm	0000		EFT	07/28/2026	GFOA 0628-07/1/26					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fin 43310		Finance	Travel Exp		237.20					
							237.20				

Report generated: 07/09/2026 13:17:39
 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
					CHECK TOTAL	237.20				
11157 U1 Engineering LLC	0000		INV	05/23/2026	101769					
					LINE AMOUNT					
1 Parks 42010		P&Tmaint	Supplies			3,565.00				
									3,565.00	
					CHECK TOTAL	3,565.00				
11005 Kanopy Inc	0002		INV	07/30/2026	511511 – PPU					
					LINE AMOUNT					
1 Library 43096		Library	OnLineRes			78.00				
									78.00	
					CHECK TOTAL	78.00				
10481 Kennedy & Graven Char	0000		EFT	07/29/2026	194071					
					LINE AMOUNT					
1 101 22000		General	Deposits			799.20				
2 Airport 43040		Airport	LegalCivil			656.10				
3 CodeInsp 43040		Code/Insp	LegalCivil			61.50				
4 EDA 43040		EDA	LegalCivil			118.40				
5 HR 43040		HR	LegalCivil			170.10				
6 Legal 43040		Legal	LegalCivil			15,102.60				
8 Storm 43040		Storm Wtr	LegalCivil			29.60				
									16,937.50	
10481 Kennedy & Graven Char	0000		EFT	07/29/2026	194072					
					LINE AMOUNT					
1 HRA 43040		FrbIt HRA	LegalCivil			1,044.90				
2 Legal 43040		Legal	LegalCivil			145.80				
									1,190.70	
10481 Kennedy & Graven Char	0000		EFT	07/29/2026	194074					
					LINE AMOUNT					
1 EDA 43040		EDA	LegalCivil			29.60				
									29.60	
10481 Kennedy & Graven Char	0000		EFT	07/29/2026	194073					
					LINE AMOUNT					
1 HRASpec 43040		HRASpecPro	LegalCivil			558.90				
									558.90	
					CHECK TOTAL	18,716.70				

Report generated: 07/09/2026 13:17:39
 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10274	Keystone Interpreting		0000		EFT	07/29/2026	1302-00039			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library	43090		Library	ProfSrv			153.70		
							CHECK TOTAL	153.70		
								153.70		
11369	Kindra Papenfus		0000		EFT	07/31/2026	GFOA 06/28-7/1/26			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fin	43310		Finance	Travel Exp			185.00		
							CHECK TOTAL	185.00		
								185.00		
10482	Kline Distributing LL		0000		EFT	07/23/2026	38390			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic	42500		AquaticCtr	OutrchEnga			1,225.71		
							CHECK TOTAL	1,225.71		
								1,225.71		
10247	Kodru Mooney		0001		INV	07/18/2026	67889B54836			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	44040		Water	MachEqRpr			1,881.43		
							CHECK TOTAL	1,881.43		
								1,881.43		
11349	Christopher W Krenik		0000		INV	07/08/2026	060826			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	44010		Water	Bldg Maint			1,000.00		
							CHECK TOTAL	1,000.00		
								1,000.00		
10498	Law Enforcement Labor		0000		INV	07/10/2026	18958			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Treasury	21708		Treasury	UnDuesPay			2,336.00		
							CHECK TOTAL	2,336.00		
								2,336.00		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10494	Lerner Publishing Gro	0000		EFT	07/05/2026	1572666					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42190		Library	Books		18.99					
							18.99				
						CHECK TOTAL	18.99				
10497	LHB Inc	0000		INV	07/19/2026	260175.00 - 1					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 101 22000		General	Deposits		9,340.75					
							9,340.75				
						CHECK TOTAL	9,340.75				
10827	Library Ideas LLC	0000		EFT	07/18/2026	130326					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42192		Library	Audio Vis		48.36					
							48.36				
						CHECK TOTAL	48.36				
11364	The Friends of the Sa	0001		INV	07/25/2026	2760					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 43090		Library	ProfSrv		2,500.00					
							2,500.00				
						CHECK TOTAL	2,500.00				
10492	Locators & Supplies I	0000		EFT	07/17/2026	0327689-IN					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42010		StrMaint	Supplies		281.68					
							281.68				
10492	Locators & Supplies I	0000		EFT	07/31/2026	0327935-IN					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Engineer 42010		Engineer	Supplies		65.43					
							65.43				
						CHECK TOTAL	347.11				

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10099	Loffler Companies Inc	0000		INV	07/26/2026	5389145				
ACCOUNT DETAIL						LINE AMOUNT				
1	Admin 42010		Admin	Supplies			11.75			
2	CC Admin 42010		CC Admin	Supplies			4.03			
3	CEDAdmin42010		CED Admin	Supplies			33.41			
4	EqMaint 42010		EqMaint	Supplies			1.61			
5	Fin 42010		Finance	Supplies			42.34			
6	HR 42010		HR	Supplies			66.01			
8	Library 42010		Library	Supplies			0.14			
10	Police 42010		Police	Supplies			76.11			
12	StrMaint 42010		StrMaint	Supplies			0.56			
13	SwrColl 42010		Sewer Coll	Supplies			0.74			
14	SwrRecl 42010		SewerReclm	Supplies			11.39			
15	Water 42010		Water	Supplies			4.85			
							252.94			
10099	Loffler Companies Inc	0000		INV	07/31/2026	5393396				
ACCOUNT DETAIL						LINE AMOUNT				
1	Storm 44160		Storm Wtr	Rents			0.70			
2	StrMaint 44160		StrMaint	Rents			47.33			
3	SwrColl 44160		Sewer Coll	Rents			4.93			
4	Water 44160		Water	Rents			4.92			
							57.88			
10099	Loffler Companies Inc	0000		INV	07/31/2026	5393393				
ACCOUNT DETAIL						LINE AMOUNT				
1	CH Fac 44160		CH Maint	Rents			17.73			
							17.73			
10099	Loffler Companies Inc	0000		INV	07/31/2026	5393395				
ACCOUNT DETAIL						LINE AMOUNT				
1	Fire 44160		Fire	Rents			18.29			
2	Police 44160		Police	Rents			64.32			
							82.61			
CHECK TOTAL							411.16			
11260	Mackin Book Company	0000		EFT	07/19/2026	985031				
ACCOUNT DETAIL						LINE AMOUNT				
1	Library 42190		Library	Books			277.13			
							277.13			

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
11260	Mackin Book Company	0000		EFT	07/29/2026	985792					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42190		Library	Books		314.82					
							314.82				
						CHECK TOTAL	591.95				
10140	MacQueen Equipment LL	0000		EFT	07/30/2026	INV5002					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fire 42420		Fire	SafetyS&E		727.86					
							727.86				
10140	MacQueen Equipment LL	0000		EFT	08/04/2026	INV5234					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrColl 42210		Sewer Coll	VehEqParts		1,341.52					
							1,341.52				
						CHECK TOTAL	2,069.38				
10130	Martin A Windows LLC	0000		EFT	07/30/2026	3633					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 43060		P&Tmaint	CntrctLabr		1,950.00					
	2 StrMaint 43060		StrMaint	CntrctLabr		1,950.00					
							3,900.00				
						CHECK TOTAL	3,900.00				
10211	Martin Marietta Mater	0000		EFT	07/23/2026	49632281					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42240		StrMaint	StMaintMat		917.16					
							917.16				
10211	Martin Marietta Mater	0000		EFT	07/30/2026	49723127					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42240		StrMaint	StMaintMat		462.38					
							462.38				
						CHECK TOTAL	1,379.54				
10359	Mathy Construction Co	0000		EFT	07/17/2026	4800011428					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42240		StrMaint	StMaintMat		866.38					
							866.38				

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10359	Mathy Construction Co	0000		EFT	07/29/2026	4800011445					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42240		StrMaint	StMaintMat		7,913.91					
							7,913.91				
						CHECK TOTAL	8,780.29				
10509	Met-Con Construction	0000	55	EFT	07/11/2026	21012					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 43060		StrMaint	CntrctLabr		1,221.37					
							1,221.37				
10509	Met-Con Construction	0000	55	EFT	07/17/2026	21031					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 43060		StrMaint	CntrctLabr		3,934.19					
							3,934.19				
10509	Met-Con Construction	0000	55	EFT	07/25/2026	21055					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 43060		StrMaint	CntrctLabr		3,622.98					
							3,622.98				
						CHECK TOTAL	8,778.54				

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10845	Metronet Holdings LLC		0002		EFT	07/23/2026	1685102-July26			
ACCOUNT DETAIL							LINE AMOUNT			
1	Admin	43250		Admin	Other Comm			39.66		
2	Airport	43250		Airport	Other Comm			204.73		
3	Aquatic	43250		AquaticCtr	Other Comm			599.37		
4	CC Admin	43250		CC Admin	Other Comm			477.52		
5	CEDAdmin	43250		CED Admin	Other Comm			505.48		
6	CH Fac	43250		CH Maint	Other Comm			627.28		
7	Council	43250		Council	Other Comm			19.83		
8	Engineer	43250		Engineer	Other Comm			259.38		
9	EqMaint	43250		EqMaint	Other Comm			114.47		
10	Fin	43250		Finance	Other Comm			118.98		
11	CodeInsp	43250		Code/Insp	Other Comm			59.49		
12	Fire Fac	43250		Fire Fac	Other Comm			353.08		
13	HR	43250		HR	Other Comm			68.86		
14	IT	43250		IT	Other Comm			464.15		
15	Library	43250		Library	Other Comm			586.60		
16	Parks	43250		P&Tmaint	Other Comm			59.49		
17	Planning	43250		P & Z	Other Comm			39.66		
18	ViaductP	43250		Viaduct	Other Comm			238.74		
19	Police	43250		Police	Other Comm			1,730.38		
20	PWAdmin	43250		PW Admin	Other Comm			340.21		
22	StrMaint	43250		StrMaint	Other Comm			156.42		
23	SwrColl	43250		Sewer Coll	Other Comm			19.83		
24	SwrRecl	43250		SewerReclm	Other Comm			399.75		
25	Water	43250		Water	Other Comm			546.35		
26	Wshngtn	43250		Wshngtn	Other Comm			249.78		
							CHECK TOTAL	8,279.49		
								8,279.49		
10512	Mid America Business		0000		INV	07/11/2026	20260622			
ACCOUNT DETAIL							LINE AMOUNT			
1	Library	44040		Library	MachEqRpr			895.00		
							CHECK TOTAL	895.00		
								895.00		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
11366	Midwest Art Conservat	0000		INV	07/25/2026	19060				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 43090		Library	ProfSvc		1,400.00				
							1,400.00			
						CHECK TOTAL	1,400.00			
10543	Midwest Tape LLC	0000		EFT	07/18/2026	509021229				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42192		Library	Audio Vis		52.99				
							52.99			
10543	Midwest Tape LLC	0000		EFT	07/18/2026	509021228				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42192		Library	Audio Vis		49.99				
							49.99			
10543	Midwest Tape LLC	0000		EFT	07/18/2026	509021224				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42192		Library	Audio Vis		35.99				
							35.99			
10543	Midwest Tape LLC	0000		EFT	07/18/2026	509021225				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42192		Library	Audio Vis		29.98				
							29.98			
10543	Midwest Tape LLC	0000		EFT	07/18/2026	509021227				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42192		Library	Audio Vis		479.64				
							479.64			
10543	Midwest Tape LLC	0000		EFT	07/11/2026	508990532				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42192		Library	Audio Vis		26.99				
							26.99			
10543	Midwest Tape LLC	0000		EFT	07/25/2026	509052937				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42192		Library	Audio Vis		39.99				
							39.99			
10543	Midwest Tape LLC	0000		EFT	07/30/2026	509082494				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 43096		Library	OnLineRes		549.52				
							549.52			

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
						CHECK TOTAL	1,265.09				
11049	Midwest Testing LLC	0000		INV	07/29/2026	6546					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 43060		Water	CntrctLabr		1,570.00					
							1,570.00				
						CHECK TOTAL	1,570.00				
10530	State of Minnesota	0004		INV	08/07/2026	2026 Tax Filing					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 HRASpec 44390		HRASpecPro Taxes Lics			25.00					
							25.00				
10530	State of Minnesota	0004		INV	08/07/2026	2025 Tax Filing					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 HRASpec 44390		HRASpecPro Taxes Lics			25.00					
							25.00				
						CHECK TOTAL	50.00				
10530	Minnesota Department	0007		INV	08/07/2026	2024 Watermain 7.8.2					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 45300 26104		Water	Impr Other		150.00					
							150.00				
						CHECK TOTAL	150.00				
10530	State of Minnesota BC	0011		INV	07/12/2026	46955					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 43140		Police	Train&Ed		300.00					
							300.00				
10530	State of Minnesota BC	0011		INV	07/12/2026	46956					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 43140		Police	Train&Ed		300.00					
							300.00				
						CHECK TOTAL	600.00				
10541	Minnesota Fire Servic	0000		INV	04/17/2026	15342					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fire 43140		Fire	Train&Ed		131.00					
							131.00				

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	131.00		
10524	Minnesota Recreation	0000		EFT	07/15/2026	04797			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Aquatic 43140		AquaticCtr	Train&Ed			70.00		
						CHECK TOTAL	70.00		
10520	Minnesota Safety Coun	0000		INV	07/31/2026	001602-2027			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Fire 44330		Fire	DuesSubscr			699.00		
						CHECK TOTAL	699.00		
10037	Dakota County Technic	0001		INV	07/09/2026	1378078			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Police 43140		Police	Train&Ed			700.00		
							700.00		
10037	Dakota County Technic	0001		INV	07/01/2026	1375878			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Police 43140		Police	Train&Ed			700.00		
							700.00		
10037	Dakota County Technic	0001		INV	05/21/2026	1366943			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Police 43140		Police	Train&Ed			700.00		
						CHECK TOTAL	2,100.00		
10037	Riverland Community C	0007		INV	07/16/2026	1370008			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Fire 43140		Fire	Train&Ed			125.00		
						CHECK TOTAL	125.00		
10523	Minnesota Valley Test	0000		EFT	07/17/2026	1362864			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 43060		SewerReclm	CntrctLabr			247.00		
							247.00		

Report generated: 07/09/2026 13:17:39
 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10523	Minnesota Valley Test	0000		EFT	07/19/2026	1363241					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 43060		SewerReclm	CntrctLabr		594.20					
							594.20				
10523	Minnesota Valley Test	0000		EFT	07/19/2026	1363312					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 43060		SewerReclm	CntrctLabr		247.00					
							247.00				
10523	Minnesota Valley Test	0000		EFT	07/25/2026	1364290					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 43060		SewerReclm	CntrctLabr		247.00					
							247.00				
10523	Minnesota Valley Test	0000		EFT	07/31/2026	1365104					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 43060		SewerReclm	CntrctLabr		550.80					
							550.80				
						CHECK TOTAL	1,886.00				
10178	Mission Filtration LL	0000		EFT	07/22/2026	INV480696					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 42230		SewerReclm	Bldg Supp		1,286.20					
							1,286.20				
						CHECK TOTAL	1,286.20				
10992	MNPEAGENERAL	0000		INV	07/10/2026	18962					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Treasury 21708		Treasury	UnDuesPay		1,728.00					
							1,728.00				
						CHECK TOTAL	1,728.00				
10991	MNPEAPOLICES	0000		INV	07/10/2026	18961					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Treasury 21708		Treasury	UnDuesPay		76.00					
							76.00				
						CHECK TOTAL	76.00				

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10525	MTI Distributing Inc	0000		EFT	07/16/2026	1525386-00					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 42210		P&Tmaint	VehEqParts			206.88				
							206.88				
						CHECK TOTAL	206.88				
11216	Multi Service Technol	0000		EFT	07/15/2026	15b4b0aa					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Youth 42500		Youth	OutrchEnga			49.95				
							49.95				
11216	Multi Service Technol	0000		EFT	07/03/2026	f6151338					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Viaduct 42990		ViaductPrk	CmdResale			65.05				
							65.05				
11216	Multi Service Technol	0000		EFT	07/18/2026	a5d048a5					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 YouthRec 42500		Youth	OutrchEnga			87.37				
							87.37				
11216	Multi Service Technol	0000		EFT	07/23/2026	e8e8d64a					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42500		Library	OutrchEnga			24.42				
	2 Lib Fac 42230		Lib Fac	Bldg Supp			28.03				
							52.45				
11216	Multi Service Technol	0000		EFT	07/24/2026	f0fbafe6					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Aquatic 42500		AquaticCtr	OutrchEnga			11.88				
							11.88				
11216	Multi Service Technol	0000		EFT	07/24/2026	c9ac53f8					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CC Fac 42230		CC Fac	Bldg Supp			68.27				
							68.27				
11216	Multi Service Technol	0000		EFT	07/28/2026	866bd690					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Youth 42500 25901		Youth	OutrchEnga			414.34				
							414.34				
11216	Multi Service Technol	0000		EFT	07/29/2026	91c26b8c					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 YouthRec 42500 25901		Youth	OutrchEnga			139.28				

City of Faribault



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Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
								139.28		
11216	Multi Service Technol		0000		EFT	07/31/2026	16d8a380			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic 42500			AquaticCtr	OutrchEnga			57.07		
								57.07		
11216	Multi Service Technol		0000		EFT	08/01/2026	326dd69c			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Aquatic 42500			AquaticCtr	OutrchEnga			46.06		
								46.06		
							CHECK TOTAL	991.72		
10546	NCL of Wisconsin Inc		0000		EFT	07/24/2026	537401			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42160			SewerReclm	Chem&Prod			126.16		
								126.16		
							CHECK TOTAL	126.16		
10989	NCPERS Group Life Ins		0000		INV	06/26/2026	18527			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Treasury 21710			Treasury	Life Pay			144.00		
								144.00		
							CHECK TOTAL	144.00		
10873	NRA		0000		INV	07/29/2026	062926 JB			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 44330			Police	DuesSubscr			100.00		
								100.00		
							CHECK TOTAL	100.00		
10555	Nuss Truck & Equipmen		0002	2	INV	07/29/2026	BP0011432			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CP PW 45400			CP PW	Mach&Equip			435,565.00		
	2 CP PW 39110			CP PW	GainDisp			-65,000.00		
								370,565.00		
							CHECK TOTAL	370,565.00		

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Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10559	On Target A & M Inc	0000		EFT	07/11/2026	1859201				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Storm 43060		Storm Wtr	CntrctLabr		564.12				
	2 SwrRecl 43060		SewerReclm	CntrctLabr		564.13				
	3 Water 43060		Water	CntrctLabr		564.13				
							1,692.38			
						CHECK TOTAL	1,692.38			
10564	Pepsi Cola of Mankato	0002		EFT	07/18/2026	9490202				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Aquatic 42990		AquaticCtr	CmdResale		419.80				
							419.80			
10564	Pepsi Cola of Mankato	0002		EFT	07/25/2026	9491269				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Aquatic 42500		AquaticCtr	OutrchEnga		763.90				
							763.90			
						CHECK TOTAL	1,183.70			
11144	Performance Plus LLC	0000		EFT	07/18/2026	05122092				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fire 43090		Fire	ProfSrv		111.00				
							111.00			
						CHECK TOTAL	111.00			
10118	Benjamin Daniel Kozio	0000		EFT	07/23/2026	MN4209				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 44030		P&Tmaint	P/I R&M		500.00				
							500.00			
10118	Benjamin Daniel Kozio	0000		EFT	07/23/2026	MN4211				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Airport 44010		Airport	Bldg Maint		10,480.00				
							10,480.00			
						CHECK TOTAL	10,980.00			
11065	ProLine Distributing	0000		INV	08/01/2026	3037317				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Engineer 42010		Engineer	Supplies		8.38				
							8.38			

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	8.38		
11199	QSC of Northfield Inc	0000		EFT	07/01/2026	913256			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 PW Fac 44010		PW Fac	Bldg Maint		1,463.00			
							1,463.00		
						CHECK TOTAL	1,463.00		
10073	QTPod	0000		EFT	07/24/2026	9754			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Airport 44040		Airport	MachEqRpr		1,751.32			
							1,751.32		
						CHECK TOTAL	1,751.32		
999997	Anita Underdahl	0000		INV	04/25/2026	1129 Del Ln FranchFe			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 StrImp 44370		Street Imp	Misc Chrgs		105.72			
							105.72		
						CHECK TOTAL	105.72		
999997	Annette Armstrong	0000		INV	07/25/2026	202450 reissue			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 601 20200		Water	AP		40.60			
							40.60		
						CHECK TOTAL	40.60		
999997	Annette Armstrong	0000		INV	07/25/2026	202973 reissue			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 601 20200		Water	AP		55.76			
							55.76		
						CHECK TOTAL	55.76		
999997	Archcraft Exteriors	0000		INV	07/18/2026	INV-00001014-2026			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 CodeInsp 32210		Code/Insp	Bldg Prmt		150.00			
	2 CodeInsp 32211		Code/Insp	BldgPrmt		1.00			
	3 CodeInsp 32210		Code/Insp	Bldg Prmt		1.00			
							152.00		

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 User: Fawn Fuller (FFuller)
 Program ID: apwarrrt

City of Faribault



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Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
					CHECK TOTAL	152.00				
999997 Cedar Lake Electric	0000		INV	07/22/2026	INV-00001618-2026					
					ACCOUNT DETAIL	LINE AMOUNT				
1 CodeInsp 34220		Code/Insp	PlmbVerFee			1.00				
2 CodeInsp 32220		Code/Insp	ElecPrmt			126.00				
3 CodeInsp 32226		Code/Insp	MechPState			4.20				
						131.20				
					CHECK TOTAL	131.20				
999997 JENENE D & ROBIN L JO	0000		INV	03/16/2026	2025-252					
					ACCOUNT DETAIL	LINE AMOUNT				
1 StrImp 44370		Street Imp	Misc Chrgs			120.00				
						120.00				
					CHECK TOTAL	120.00				
999997 Masterbuilt Construct	0000		INV	08/06/2026	INV-00000799-2026					
					ACCOUNT DETAIL	LINE AMOUNT				
1 CodeInsp 32210		Code/Insp	Bldg Prmt			150.00				
2 CodeInsp 32211		Code/Insp	BldgPrmt			1.00				
3 CodeInsp 34220		Code/Insp	PlmbVerFee			1.00				
						152.00				
					CHECK TOTAL	152.00				
999997 Rick Cashin	0000		INV	07/16/2026	2145 13th St NW RC					
					ACCOUNT DETAIL	LINE AMOUNT				
1 101 22000		General	Deposits			3,000.00				
						3,000.00				
					CHECK TOTAL	3,000.00				
10204 Rice County Recorder'	0002		INV	07/15/2026	202600001807					
					ACCOUNT DETAIL	LINE AMOUNT				
1 StrImp 43520		Street Imp	RecordFee			46.00				
						46.00				
					CHECK TOTAL	46.00				

City of Faribault



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Detail Invoice List

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DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10204	Rice County Solid Was	0005		INV	07/17/2026	33434					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 43840		StrMaint	RefuseDisp		102.21				102.21	
						CHECK TOTAL	102.21			102.21	
10204	Rice County Solid Was	0005		INV	07/17/2026	33438					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 43840		StrMaint	RefuseDisp		73.92				73.92	
						CHECK TOTAL	73.92			73.92	
10204	Rice County Solid Was	0005		INV	07/17/2026	33443					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 43840		StrMaint	RefuseDisp		62.97				62.97	
						CHECK TOTAL	62.97			62.97	
10204	Rice County Solid Was	0005		INV	07/17/2026	33444					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 43840		StrMaint	RefuseDisp		35.00				35.00	
						CHECK TOTAL	35.00			35.00	
10204	Rice County Solid Was	0005		INV	07/17/2026	23932					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 43840		StrMaint	RefuseDisp		60.00				60.00	
						CHECK TOTAL	60.00			60.00	
11021	Rice County HRA	0000		INV	08/01/2026	080126 TIF19					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 TIFTwin 44930		TIF19TWIN	PAYGo Pmnt		414.48				414.48	
						CHECK TOTAL	414.48			414.48	

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

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CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10905	Riverchase Faribault	0000		INV	08/01/2026	080126 TIF17					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 TIFRvrCh 44930		17-Rvrchs	PAYGo Pmnt		58,609.07				58,609.07	
						CHECK TOTAL	58,609.07			58,609.07	
11355	Steven E Smucker	0000		EFT	07/24/2026	4414					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42410		StrMaint	MinorEquip		4,102.00				4,102.00	
						CHECK TOTAL	4,102.00			4,102.00	
10607	Safety-Kleen Systems	0000		INV	07/19/2026	R003695662					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 EqMaint 42010		EqMaint	Supplies		103.15				103.15	
						CHECK TOTAL	103.15			103.15	
10296	Sanity Solutions Inc	0000		EFT	07/31/2026	INV222605					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 IT 43095		IT	SoftwrSupp		209.70				209.70	
						CHECK TOTAL	209.70			209.70	
10609	Schilling Supply Comp	0000		EFT	07/24/2026	1057540-00					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 42010		P&Tmaint	Supplies		468.63				468.63	
						CHECK TOTAL	468.63			468.63	
10193	Walter D Schirmer	0000		EFT	07/30/2026	1513					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Lib Fac 44010		Lib Fac	Bldg Maint		495.00				495.00	
						CHECK TOTAL	495.00			495.00	

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10612	Selco	0000		EFT	07/31/2026	054351					
ACCOUNT DETAIL						LINE AMOUNT					
1	Library 43250		Library	Other Comm		2,268.69					
						CHECK TOTAL	2,268.69				
							2,268.69				
10622	Short Elliott Hendric	0000		EFT	08/07/2026	511589					
ACCOUNT DETAIL						LINE AMOUNT					
1	Water 43090		Water	ProfSrv		1,375.98					
						CHECK TOTAL	1,375.98				
							1,375.98				
10032	Rohn Industries, Inc	0000		EFT	07/09/2026	0073691					
ACCOUNT DETAIL						LINE AMOUNT					
1	Police 43060		Police	CntrctLabr		71.66					
						CHECK TOTAL	71.66				
							71.66				
10627	Southern Minnesota In	0000		INV	07/19/2026	27463					
ACCOUNT DETAIL						LINE AMOUNT					
1	CP CR 45400		CP CR	Mach&Equip		7,237.50					
							7,237.50				
10627	Southern Minnesota In	0000		INV	07/25/2026	27479					
ACCOUNT DETAIL						LINE AMOUNT					
1	Water 44040		Water	MachEqRpr		984.34					
						CHECK TOTAL	984.34				
							8,221.84				
10124	Springbrook Holding C	0000		EFT	07/30/2026	INV-024385					
ACCOUNT DETAIL						LINE AMOUNT					
1	Water 44325		Water	BnkFeeChrg		1,630.50					
2	SwrRecl 44325		SewerReclm	BnkFeeChrg		1,630.50					
3	SwrRecl 43095		SewerReclm	SoftwrSupp		187.50					
4	Water 43095		Water	SoftwrSupp		187.50					
						CHECK TOTAL	3,636.00				
							3,636.00				

City of Faribault



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Detail Invoice List

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CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10024	Stantec Consulting Se	0000	32	EFT	07/19/2026	2577979					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 45300	26101	Water	Impr Other		1,792.50					
							1,792.50				
10024	Stantec Consulting Se	0000	115	EFT	07/19/2026	2577976					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrColl 45300		Sewer Coll	Impr Other		10,512.00					
							10,512.00				
						CHECK TOTAL	12,304.50				
10108	Star Sports & Apparel	0000		EFT	07/24/2026	HZBCJR7YX3QP60					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42180		StrMaint	Uniforms		661.25					
							661.25				
10108	Star Sports & Apparel	0000		EFT	08/01/2026	HZBCJR7YX3QP80					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42180		Water	Uniforms		241.87					
	2 SwrColl 42180		Sewer Coll	Uniforms		241.87					
	3 Storm 42180		Storm Wtr	Uniforms		60.01					
							543.75				
						CHECK TOTAL	1,205.00				
10331	Stargate Inc	0000		EFT	08/06/2026	59690					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 PW Fac 44010		PW Fac	Bldg Maint		760.00					
							760.00				
						CHECK TOTAL	760.00				
10619	Stepp Manufacturing C	0000		EFT	07/26/2026	068677					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42210		StrMaint	VehEqParts		277.00					
							277.00				
						CHECK TOTAL	277.00				
10215	Straight River Apartm	0000		EFT	08/01/2026	080126 TIF					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 TIFStrRv 44930		14-StrRvr	PAYGo Pmnt		105,882.51					
							105,882.51				

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 User: Fawn Fuller (FFuller)
 Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
					CHECK TOTAL	105,882.51				
10620 Streicher's Inc	0000		INV	07/16/2026	11832587					
	ACCOUNT DETAIL				LINE AMOUNT					
1 Fire	42420	25912	Fire	SafetyS&E	11,462.00				11,462.00	
					CHECK TOTAL	11,462.00				
11339 Summer Corcoran	0000		EFT	07/22/2026	2153					
	ACCOUNT DETAIL				LINE AMOUNT					
1 Aquatic	42990		AquaticCtr	CmdResale	528.00				528.00	
					CHECK TOTAL	528.00				
11344 Surefire, LLC	0000		INV	07/31/2026	2759748					
	ACCOUNT DETAIL				LINE AMOUNT					
1 Police	42410		Police	MinorEquip	626.40				626.40	
					CHECK TOTAL	626.40				
10950 T-Mobile	0000		EFT	07/20/2026	971611668June26					
	ACCOUNT DETAIL				LINE AMOUNT					
1 Library	43096		Library	OnLineRes	29.75				29.75	
					CHECK TOTAL	29.75				
10190 The Certif-A-Gift Com	0000		EFT	08/05/2026	INV87465					
	ACCOUNT DETAIL				LINE AMOUNT					
1 HR	44382		HR	EmpProgram	1,365.66				1,365.66	
					CHECK TOTAL	1,365.66				
11183 The Creative Company	0000		INV	07/30/2026	174970					
	ACCOUNT DETAIL				LINE AMOUNT					
1 Library	42190		Library	Books	414.30				414.30	
					CHECK TOTAL	414.30				

CLAIMS LIST REPORT

Detail Invoice List

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CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10216	TimeClock Plus LLC	0000		EFT	07/18/2026	INV00487308					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 43095		Police	SoftwrSupp		1,428.40					
							1,428.40				
	CHECK TOTAL						1,428.40				
10948	TireHub LLC	0000		INV	07/18/2026	59511197					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 42210		Police	VehEqParts		704.00					
							704.00				
	CHECK TOTAL						704.00				
10951	Triangle Automotive M	0000		INV	07/29/2026	30326					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrColl 44020		Sewer Coll	VehicleR&M		1,343.00					
							1,343.00				
	CHECK TOTAL						1,343.00				
10133	Truck Center Companie	0002		EFT	07/18/2026	RA304018259:01					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fire 44020		Fire	VehicleR&M		745.20					
							745.20				
10133	Truck Center Companie	0002		EFT	07/22/2026	XA304204750:01					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42210		StrMaint	VehEqParts		100.23					
							100.23				
10133	Truck Center Companie	0002		EFT	05/17/2026	RA307049639:01 2					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 44040		StrMaint	MachEqRpr		13.50					
							13.50				
	CHECK TOTAL						858.93				
10222	Tyler Technologies In	0000		EFT	07/10/2026	045-567666					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CP Govt 45700		CP Govt	SBITA		652.00					
	2 Storm 43095		Storm Wtr	SoftwrSupp		260.80					
	3 SwrRecl 43095		SewerReclm	SoftwrSupp		521.60					
	4 Water 43095		Water	SoftwrSupp		521.60					

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10222	Tyler Technologies In		0000		EFT	07/17/2026	045-568220	1,956.00		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CP Govt	45700		CP Govt	SBITA		652.00			
								652.00		
10222	Tyler Technologies In		0000		EFT	07/24/2026	045-569076			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Storm	43095		Storm Wtr	SoftwrSupp		652.00			
	2 SwrRecl	43095		SewerReclm	SoftwrSupp		1,304.00			
	3 Water	43095		Water	SoftwrSupp		1,304.00			
								3,260.00		
							CHECK TOTAL	5,868.00		
999998	Angela Velishek		0000		INV	07/07/2026	974			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 601	20200		Water	AP		13.37			
								13.37		
							CHECK TOTAL	13.37		
999998	Anna Stiehm		0000		INV	07/07/2026	975			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 601	20200		Water	AP		26.81			
								26.81		
							CHECK TOTAL	26.81		
999998	David McIntyre		0000		INV	07/07/2026	967			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 601	20200		Water	AP		126.19			
								126.19		
							CHECK TOTAL	126.19		
999998	Gary Jacobs		0000		INV	07/07/2026	964			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 601	20200		Water	AP		319.99			
								319.99		
							CHECK TOTAL	319.99		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100				Cash							
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
999998	GROUND OF KOINONIA L			0000		INV	03/05/2026	880			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	601	20200		Water	AP			21.34		
									21.34		
								CHECK TOTAL	21.34		
999998	Halhul Acquisition LL			0000		INV	07/07/2026	972			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	601	20200		Water	AP			277.28		
									277.28		
								CHECK TOTAL	277.28		
999998	Jan Roberts			0000		INV	07/07/2026	961			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	601	20200		Water	AP			41.08		
									41.08		
								CHECK TOTAL	41.08		
999998	Manish Yadav			0000		INV	07/07/2026	973			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	601	20200		Water	AP			22.53		
									22.53		
								CHECK TOTAL	22.53		
999998	Michael & Angella Sch			0000		INV	07/07/2026	970			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	601	20200		Water	AP			8.13		
									8.13		
								CHECK TOTAL	8.13		
999998	Randy & Tonja Stadler			0000		INV	07/07/2026	966			
	ACCOUNT DETAIL							LINE AMOUNT			
	1	601	20200		Water	AP			29.04		
									29.04		
								CHECK TOTAL	29.04		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
999998	Rosalie Piilola	0000		INV	07/07/2026	971					
ACCOUNT DETAIL						LINE AMOUNT					
1	601 20200		Water	AP		51.95					
						CHECK TOTAL	51.95				
							51.95				
999998	Sharon Abbott	0000		INV	07/07/2026	962					
ACCOUNT DETAIL						LINE AMOUNT					
1	601 20200		Water	AP		93.35					
						CHECK TOTAL	93.35				
							93.35				
999998	Sharon Abbott	0000		INV	07/07/2026	963					
ACCOUNT DETAIL						LINE AMOUNT					
1	601 20200		Water	AP		37.92					
						CHECK TOTAL	37.92				
							37.92				
999998	T Nelson Properties	0000		INV	07/07/2026	965					
ACCOUNT DETAIL						LINE AMOUNT					
1	601 20200		Water	AP		0.70					
						CHECK TOTAL	0.70				
							0.70				
999998	Unity House Inc.	0000		INV	07/07/2026	960					
ACCOUNT DETAIL						LINE AMOUNT					
1	601 20200		Water	AP		75.98					
						CHECK TOTAL	75.98				
							75.98				
10270	Ultimate Safety Conce	0000		EFT	07/26/2026	223438					
ACCOUNT DETAIL						LINE AMOUNT					
1	Fire 42160		Fire	Chem&Prod		228.64					
						CHECK TOTAL	228.64				
							228.64				

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10652	Universal Truck Equip	0000		INV	07/26/2026	68197					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42210		StrMaint	VehEqParts		2,401.00					
							2,401.00				
10652	Universal Truck Equip	0000		INV	08/07/2026	68220					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42210		StrMaint	VehEqParts		1,694.00					
							1,694.00				
						CHECK TOTAL	4,095.00				
10656	Utility Consultants I	0000		EFT	07/31/2026	128421					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 43060		Water	CntrctLabr		568.00					
							568.00				
						CHECK TOTAL	568.00				
10659	Jeffrey Valek	0000		INV	07/31/2026	2278 climbing wall					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 43060		P&Tmaint	CntrctLabr		525.00					
							525.00				
						CHECK TOTAL	525.00				
11172	Venture Hydraulics, I	0000		INV	03/20/2026	44629					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrMaint 42210		StrMaint	VehEqParts		154.30					
							154.30				
11172	Venture Hydraulics, I	0000		INV	03/21/2026	44648					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 EqMaint 42010		EqMaint	Supplies		95.00					
							95.00				
						CHECK TOTAL	249.30				

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10959	Verizon Wireless		0000		INV	07/15/2026	6146865173			
ACCOUNT DETAIL						LINE AMOUNT				
1	Admin	43210	Admin	Telephone				193.61		
2	CC Fac	43210	CC Fac	Telephone				1,062.30		
3	CH Fac	43210	CH Maint	Telephone				38.40		
4	CodeInsp	43210	Code/Insp	Telephone				372.15		
5	Engineer	43210	Engineer	Telephone				310.22		
6	Fin	43210	Finance	Telephone				76.80		
7	Fire	43210	Fire	Telephone				234.02		
8	HR	43210	HR	Telephone				76.80		
9	IT	43210	IT	Telephone				76.80		
10	Library	43210	Library	Telephone				76.80		
11	Parks	43210	P&Tmaint	Telephone				20.02		
13	Police	43210	Police	Telephone				2,712.45		
14	PWAdmin	43210	PW Admin	Telephone				58.42		
15	Storm	43210	Storm Wtr	Telephone				116.84		
16	StrMaint	43210	StrMaint	Telephone				78.44		
17	SwrColl	43210	Sewer Coll	Telephone				205.28		
18	Water	43210	Water	Telephone				379.53		
19	CEDAdmin	43210	CED Admin	Telephone				115.20		
20	SwrRecl	43210	SewerReclm	Telephone				111.12		
CHECK TOTAL								6,315.20		
								6,315.20		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026

DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10662	Waste Management of W	0000		EFT	07/31/2026	9541652-2282-7					
ACCOUNT DETAIL						LINE AMOUNT					
	1 Airport	43840	Airport	RefuseDisp			174.34				
	2 Aquatic	43840	AquaticCtr	RefuseDisp			885.52				
	3 CC Fac	43840	CC Fac	RefuseDisp			184.07				
	4 CH Fac	43840	CH Maint	RefuseDisp			155.40				
	5 Fire Fac	43840	Fire Fac	RefuseDisp			157.15				
	6 Lib Fac	43840	Lib Fac	RefuseDisp			184.07				
	7 Parks	43840	P&Tmaint	RefuseDisp			949.16				
	8 Pol Fac	43840	Pol Fac	RefuseDisp			179.94				
	9 PW Fac	43840	PW Fac	RefuseDisp			666.65				
	10 Soccer	43840	SoccerComp	RefuseDisp			126.54				
	11 Storm	43840	Storm Wtr	RefuseDisp			9.87				
	12 SwrColl	43840	Sewer Coll	RefuseDisp			69.38				
	13 SwrRecl	43840	SewerReclm	RefuseDisp			1,346.86				
	14 Water	43840	Water	RefuseDisp			69.38				
	15 Wshngtn	43840	Wshngtn	RefuseDisp			102.77				
	16 ViaductP	43840	Viaduct	RefuseDisp			210.09				
						CHECK TOTAL	5,471.19				
							5,471.19				
10249	WSB & Associates Inc	0000	78	EFT	07/19/2026	R-030810-000 - 11					
ACCOUNT DETAIL						LINE AMOUNT					
	1 Storm	45300	26304	Storm Wtr	Impr Other		6,432.25				
						CHECK TOTAL	6,432.25				
							6,432.25				
10973	Xcel Energy	0000		INV	07/25/2026	983746393					
ACCOUNT DETAIL						LINE AMOUNT					
	1 Parks	43810		P&Tmaint	Elec Util		100.18				
							100.18				
10973	Xcel Energy	0000		INV	08/05/2026	984937935					
ACCOUNT DETAIL						LINE AMOUNT					
	1 StrLight	43810		StrLight	Elec Util		21,579.19				
						CHECK TOTAL	21,579.19				
							21,679.37				

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 071526FF 07/15/2026
DUE DATE: 07/15/2026

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10671	Zarnoth Brush Works I		0000		EFT	07/24/2026	0206907-IN			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	StrMaint 42210		StrMaint	VehEqParts		4,104.00			
								4,104.00		
							CHECK TOTAL	4,104.00		
10673	Ziegler Inc		0000		EFT	07/24/2026	IN002464978			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	StrMaint 42210		StrMaint	VehEqParts		856.90			
								856.90		
							CHECK TOTAL	856.90		
464	INVOICES						WARRANT TOTAL	1,611,108.68	1,611,108.68	



July 14, 2026

Michelle Lindorff
Community Awareness Coordinator
Jefferson Lines
2100 East 26th Street
Minneapolis, MN 55404

Dear Michelle Lindorff:

The City of Faribault would like to express our support for a Jefferson Lines application to the Minnesota Department of Transportation requesting 5311(f) funding to operate, market and provide intercity service to our community. This funding will allow Jefferson Lines to continue to provide crucial rural connections between Minneapolis, Saint Paul, MSP, Burnsville, Faribault, Owatonna, and Albert Lea with connections to hundreds of regional communities and a greater network through partnerships with more than 50 intercity bus companies, rural public transit organizations, and Amtrak.

Hiawathaland Transit is a great provider of transportation service within the community and with a direct route to Northfield, but there is no other provider who can take Faribault residents into the metro area or to the broader region of southeast Minnesota. The 2025 American Community Survey data shows that 9.8 percent of households in Faribault do not have access to a vehicle. Having a transportation partner who can provide bus service to areas outside of our existing transportation provider increases economic opportunity and enhances quality of life for Faribault residents.

On behalf of the City of Faribault, I hope that the Minnesota Department of Transportation provides consideration to your funding request and the importance it would have in improving access in Faribault. I can be contacted at tspooner@faribaultmn.gov with any additional questions. We appreciate the role that Faribault can play in a daily intercity bus route and look forward to having this service available.

Sincerely,

Thomas J. Spooner
Mayor



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Mark DuChene, Director of Engineering
MEETING DATE: July 14, 2026
SUBJECT: Approve Petition and Waiver for 104 3rd Ave SW

Background:

The homeowner (Steven Caldera) at 104 3rd Ave SW requested additional work to be completed to widen and square up the driveway while work was being completed for contract 2025-04 2025 3rd Ave Reconstruction.

Owner	Address	Purpose	Amount	Term	Rate
Steven Caldera	104 3rd Ave SW	Driveway	\$1,537.21	2 years	4.98 %

Recommendation:

Approve Petition and Waiver Agreement for Driveway Widening and Squaring Up at 104 3rd Ave SW

Attachments:

1. Steven Caldera - Petition and Waiver



PETITION AND WAIVER AGREEMENT

This Agreement made this 13th day of August, 2025, by and between the City of Faribault, a Minnesota municipal corporation ("City") and STEVEN CALDERA a single person/husband and wife ("Owner").

RECITALS

WHEREAS, the Owner is the fee owner of certain land in Rice County, Minnesota, which is located at: 104 3RD AVE SW, FARIBAULT, MN, 55021 and is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, the Owner has requested and the City has agreed to remove and replace concrete driveway pavement on the private side of the Property ("Improvements"); and

WHEREAS, the Owner has agreed to pay the City for 100 percent of the cost of the Improvements; and

WHEREAS, the Owner has requested that payment to the City of cost of the Improvements be financed by the City levying an assessment against the Property which will be payable to the City in installments over 2 years; and

WHEREAS, the Owner requests that the City construct the Improvements without notice of hearing or hearing on the Improvements, and without notice of hearing or hearing on the assessment levied to finance the Improvements, and to levy 100 percent of the cost of the Improvements in a total amount of \$ 1,537.21 against the Property as an assessment; and

WHEREAS, the City is willing to construct the Improvements without such notices or hearings, provided the assurances and covenants hereinafter stated are made by the Owner to ensure that the City will have a valid and collectable assessment as it relates to the Property to pay for the Improvements; and

WHEREAS, were it not for the assurances and covenants hereinafter provided, the City would not construct the Improvements without such notices and hearings; and

NOW, THEREFORE, on the basis of the mutual covenants and agreements hereinafter provided, it is hereby agreed by and between the parties hereto as follows:

1. The Owner hereby petitions the City for construction of the Improvements. The Improvements to be constructed by the City are described as follows: excavate for widening of driveway apron, installation and squaring off new concrete apron at 104 3rd Ave SW, Faribault, MN (includes sod and restoration to restore abutting edges of driveway)

2. The Owner represents and warrants that the Owner is the owner of 100 percent of the Property, that the Owner has full legal power and authority to encumber the Property as herein provided, and that as of the date hereof, the Owner has fee simple absolute title in the Property.

3. The Owner represents and warrants that the Property is not classified for tax purposes as to result in deferral of the obligation to pay the assessment; and the Owner agrees that the Owner will take no action to secure such tax status for the Property during the term of this Agreement.

4. The amount of the assessment which is to be assessed by the City against the Property is \$ 1,537.21. The Owner requests that this amount be assessed against the Property.

5. The Owner agrees that the assessment will be payable in installments over 2 years. The Owner understands and agrees that the interest rate to be applied to the assessment will be 4.98 percent per annum.

6. The Owner waives the right to appeal the levy of the assessment in accordance with this Agreement pursuant to Minnesota Statutes Section 429.081, or reapportionment thereof upon land division pursuant to Minnesota Statutes Section 429.071, subdivision 3, or otherwise, and further specifically agrees with respect to such assessments against the Property or reapportionment that:

- a. Any requirements of Minnesota Statutes Chapter 429 with which the City does not comply are hereby waived by the Owner;
- b. The increase in fair market value of the Property resulting from construction of the Improvements will be at least equal to \$ 1,537.21, and that such increase in fair market value is a special benefit to the Property;
- c. Assessment of 100 percent of the cost of the Improvements against the Property is reasonable, fair and equitable and there are no other properties against which the cost should be assessed; and
- d. The Owner further specifically waives notice and the right to appeal reapportionment of such assessment upon land division pursuant to Minnesota Statutes Section 429.071, subdivision 3.

7. The Owner agrees that the assessment may be alternatively made against the Property pursuant to Minnesota Statutes Sections 366.011, 366.012 or 415.01, or pursuant to any other authority available to the City.

8. The Owner further agrees that payment of the assessment will continue to be the Owner's personal obligation until it is paid and the Owner will pay any part of the assessment which the City is unable to collect through the assessment process.

9. The covenants, waivers and agreements contained in this Agreement shall bind the successors and assigns of the Owner and shall run with the Property and bind all successors in interest thereof. It is the intent of the parties hereto that this Agreement be in a form which is recordable among the land records of Rice County, Minnesota; and the parties hereto agree to make any changes in this Agreement which may be necessary to effect the recording and filing of this Agreement against the title of the Property.

10. This Agreement shall terminate upon the final payment of the assessment levied against the Property regarding the Improvements.

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

OWNER

By: Steven L. Caldera

Printed Name: Steven L. Caldera

By: _____

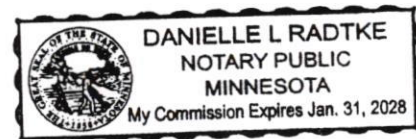
Printed Name: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF Rice)

The foregoing instrument was acknowledged before me this 13th day of August 2025, by Steven Caldera a single person/husband and wife.

D Radtke
Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)



The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, a single person/husband and wife.

Notary Public

CITY OF FARIBAULT

By: _____

Thomas J. Spooner

Its: Mayor

By: _____

Jessica L. Kinser

Its: City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF RICE)

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

Notary Public

This document was drafted by:

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

EXHIBIT A

Legal Description of the Property

Parcel ID: 1831301038

Address: 104 3rd Ave SW

THE EAST 95 FEET OF LOT 5, AND THE EAST 95 FEET OF THE NORTH 60 FET OF LOT 4, ALL IN BLOCK 2, IN DANIEL FARIBAULT'S ADDITION TO FARIBAULT, RICE COUNTY, MINNESOTA.

NAME: STEVEN & THERESA CALDERATJQADDRESS: 104 3RD AVE SW6/16/2025ACCOUNT: FINAL SURVEYED QUOTE

ITEM NO.	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	TOTAL
2106.607	EXCAVATION-COMMON	4.5	CY	\$ 11.00	\$ 49.50
2574.507	COMMON TOPSOIL BORROW	2	CY	\$ 10.00	\$ 20.00
2531.618	6" CONCRETE DRIVEWAY PAVEMENT	126	SF	\$ 9.40	\$ 1,184.40
2575.504	AGGREGATE BASE (CV) CLASS 5	2.3	CY	\$ 36.00	\$ 82.80

ESTIMATE AMOUNT: \$ 1,336.70ACTUAL AMOUNT: \$ 1,336.70ADMINISTRATION/ENGINEERING: 15 % \$ 200.51ACTUAL TOTAL: \$ 1,537.21NOTES: SURVEY GPS QUOTE - VERY ACCURATE NUMBERSIF ASSESSED TO PROPERTY TAXES THROUGH CITY OFFARIBAULT TERM IS 2 YEARS @ 4.98%WIDENING AND SQUARING UP OF DRIVEWAY APRON



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Rochelle Anderholm-Parsch, Parks and Recreation Director
MEETING DATE: July 14, 2026
SUBJECT: Resolution 2026-178 Accept Donations to Parks and Recreation Department

Background:

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

This is a request to accept a donation from the Faribault Foundation for the Viaduct Park in the amount of \$35,529.81. These funds will be used to pay down principal on the Viaduct Park internal loan. We also request to accept a donation of \$500 from Met-Con Companies for the Viaduct Park Birdhouse Builder Workshop.

Recommendation:

Approve Resolution 2026-178 as requested.

Attachments:

1. Resolution 2026-178 Accept Donations to the Parks and Recreation Department
2. Faribault Foundation Statement

CITY OF FARIBAULT

RESOLUTION #2026-178

ACCEPT DONATIONS TO THE 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, Faribault Parks and Recreation Department is also responsible for providing and maintaining parks and amenities within the city; and

WHEREAS, Faribault Parks and Recreation received a donation of \$35,529.81 from the Faribault Foundation for the Viaduct Park; and

WHEREAS, Faribault Parks and Recreation received a donation of \$500.00 from Met-Con Companies for the Viaduct Park Birdhouse Builder Workshop.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes Faribault Parks and Recreation Department to accept the donation of \$35,529.81 from the Faribault Foundation to go towards the principal balance of the Viaduct Park internal loan; and

ALSO, BE IT RESOLVED, that the Faribault City Council authorizes Faribault Parks and Recreation Department to accept the donation of \$500.00 from Met-Con Companies for the Viaduct Park Birdhouse Builder Workshop.

Date Adopted: July 14, 2026

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser City Administrator



Statement of Activity
Viaduct Park Created on 06/10/2026
For activity from November 01, 2025
through June 10, 2026

Fund Balance

Beginning Balance	223,441.64
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Receipts

Description	Period Total
Contributions	37,403.09
Total Receipts	37,403.09

Distributions

Description	Period Total
Admin Fee Expense	1,869.99
Credit Card Fee Expenses	3.29
Grant Expense	223,441.64
Total Distributions	225,314.92

Ending Balance	35,529.81
Spendable Balance	0.00

Donations



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: July 14, 2026
SUBJECT: Resolution 2026-183 Accept Donations to the Police Department

Background:

Recently, Walmart Superstore, Reliance Bank, Godfather's Pizza, Temple Concessions, and the Faribault Foundation made donations totaling \$7327.20 to the Faribault Police Department for the Safe Summer Kick-Off event on June 4, 2026.

Recommendation:

Approve Resolution 2026-183

Attachments:

1. Resolution 2026-183

CITY OF FARIBAULT

RESOLUTION #2026-183

ACCEPT DONATIONS TO THE POLICE DEPARTMENT

WHEREAS, the Faribault Police Department is responsible for life safety and property conservation in our community; and

WHEREAS, Walmart Superstore - Faribault, Reliance Bank, Temple Concessions, Godfather's Pizza, and Faribault Foundation recognize the Police Department's commitment to serving our community and would like to make donations in support of the department's Safe Summer Kickoff event held on June 4, 2026. Donations were received in the following amounts:

- Walmart, \$5,000
- Reliance Bank, \$1,500
- Godfather's Pizza, \$250
- Temple Concessions, \$125
- Faribault Foundation, \$452.20

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes the Faribault Police Department to accept donations totaling \$7,327.20 as detailed.

Date Adopted: July 14, 2026

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: July 14, 2026
SUBJECT: Resolution 2026-194 Approve Letter of Agreement for AWOS Maintenance at Airport

Background:

The Minnesota Department of Transportation (MnDOT) is currently replacing the automated weather observing system (AWOS) at the Airport. The AWOS provides weather data to the public and is used by pilots for flight planning. The current AWOS is antiquated and in need of replacement. MnDOT is funding the replacement and will own and maintain the equipment. The replacement is anticipated to be completed by the end of 2026.

Under the attached proposed agreement, the City will be responsible for site maintenance, including mowing vegetation within a 100-foot radius, removing obstructions within a 500–1,000 foot radius, snow removal and maintaining indoor equipment.

The term of the agreement begins upon the final signature and continues until the AWOS is decommissioned or removed. The agreement has been reviewed by the City Attorney and has been found to be acceptable.

Recommendation:

Approve Resolution 2026-194

Attachments:

1. Resolution 2026-194
2. MNDOT AWOS LOA_FBL 6.22.26 rev2

CITY OF FARIBAULT

RESOLUTION #2026- 194

APPROVE LETTER OF AGREEMENT FOR AWOS MAINTENANCE AT AIRPORT

WHEREAS, the City operates a Municipal Airport; and

WHEREAS, having an automated weather observing system (AWOS) is necessary to provide accurate weather data for flight operations; and

WHEREAS, the Minnesota Department of Transportation (MnDOT) owns and operates the AWOS and is currently replacing the AWOS with a new unit with updated technology; and

WHEREAS, a letter of agreement identifying the City maintenance responsibilities is required by MnDOT; and

NOW, THEREFORE BE IT RESOLVED, a letter of agreement for the AWOS maintenance at Airport between the City of Faribault and MnDOT is hereby approved.

Date Adopted: July 14, 2026

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

LETTER OF AGREEMENT

AWOS Maintenance

Date: 6/22/26

1. Parties

This Letter of Agreement (LOA) is entered into by and between:

- **State of Minnesota:** The State of Minnesota, acting through its Commissioner of Transportation, Minnesota Department of Transportation (MnDOT), Office of Aeronautics.

- **Airport Sponsor:** City of Faribault, as owner of Faribault Municipal Airport (FBL)

2. Recitals

The Minnesota Commissioner of Transportation, through MnDOT's Office of Aeronautics, administers aeronautics activities under Minnesota Statutes section 360.015, including encouraging, fostering, and assisting in the development of aeronautics in the state, and is authorized thereunder to enter into contracts for such administration. In consideration of the mutual promises set out in this LOA (the receipt and sufficiency of which is acknowledged by each party), MnDOT Office of Aeronautics and the Airport Sponsor each wish to assist the other with certain weather data activities.

3. Purpose

The purpose of this LOA is to clearly define the respective responsibilities of MnDOT Office of Aeronautics and the Airport Sponsor, as well as the potential actions and outcomes resulting from non-compliance, for the operation and maintenance of the Automated Weather Observing System (AWOS) located or to be located at the airport managed by the Airport Sponsor.

4. Responsibilities

(i) MnDOT Office of Aeronautics agrees to:

- Own and operate the AWOS equipment.
- Maintain, at its sole expense, the outdoor AWOS sensor suite components.
- Cover all equipment costs associated with the AWOS sensor suite, provided that equipment upgrades or replacements shall be at MnDOT Office of Aeronautics' sole discretion.
- Allow the Airport Sponsor to use the weather data collected by the AWOS sensor suite, including use through weather data services.
- Promptly notify the Airport Sponsor of any observed violations of applicable Federal Aviation Administration (FAA) standards and consult with the Airport Sponsor regarding same.

(ii) Airport Sponsor agrees to:

- Perform, at its sole expense, the following AWOS site maintenance and other AWOS-related activities in compliance with FAA Order JO 6560.20C (or latest version) *Siting Criteria for Automated Weather Observing Systems (AWOS)*, as applicable, and in compliance with all other applicable FAA standards:

- a. Maintain the AWOS site by keeping the landscape rock area free of all vegetation.
- b. Ensure all vegetation within a 100-foot radius of the AWOS site is mowed to a height of 10 inches or less.
- c. Maintain all obstructions, including vegetation, trees, brush, buildings, trailers, fences, and similar objects at least 15 feet lower than the height of the AWOS wind sensor within a 500-foot radius, and at least 10 feet lower than the height of the AWOS wind sensor from 500 to 1,000 feet, unless a sheltering calculation is performed and an exception is granted by the FAA. For reference, the height of the AWOS wind sensor at this location is 53 feet, which requires all obstructions to be lower than 38 feet within 100 to 500 feet radius and 43 feet within 500 to 1,000 feet radius.
- d. Refrain from farming, and establish arrangements with any land lessees to prohibit any farming, within a 100-foot radius of the AWOS site. If crops are planted within this area, they must be removed promptly without exception. MnDOT Office of Aeronautics will not provide compensation for crop loss or removal.
- e. The AWOS site must remain accessible year-round. The Airport Sponsor is responsible for removing snow, vegetation, or any other obstructions to maintain a clear and unobstructed path to the AWOS site (including to all AWOS components), in accordance with the Airport Layout Plan (ALP). This access is required for site inspections and repairs by MnDOT Office of Aeronautics employees and authorized contractors and subcontractors, all of which are hereby granted a right of entry provided that (except in the event of an emergency) advance notice of at least 24 hours is given to the Airport Sponsor
- f. Assist MnDOT Office of Aeronautics when requested with minor troubleshooting over the phone, such as verifying internet connectivity, inspecting AWOS sensor suite and wiring, resetting circuit breakers, and checking displays and equipment.
- g. Protect underground infrastructure. The Airport Sponsor shall contact MnDOT Office of Aeronautics for private AWOS site cable locates and the appropriate power companies for power locates. The Airport Sponsor is responsible for any underground or above ground damage resulting from excavation or agricultural activity.
- h. Maintain indoor AWOS equipment. The Airport Sponsor shall ensure that all indoor AWOS components, including displays, communication equipment/lines, and power supplies/lines, are regularly maintained and kept in a clean, secure, and climate-controlled environment.
- i. The Airport Sponsor shall not disconnect or disable, or cause any other party to disconnect or disable, power, internet, telephone, or any other communications services to any AWOS equipment without prior authorization from MnDOT Office of Aeronautics.

j. Promptly notify MnDOT Office of Aeronautics of any evidence of AWOS malfunctions, damage, theft, or vandalism to ensure timely repairs and maintain system reliability.

5. Penalties

Failure to comply with the provisions of this LOA may result in the following actions, including but not limited to:

- Deactivation of the AWOS (or any of its specific sensors) to maintain compliance with FAA requirements.

- Reduction or loss of eligibility for MnDOT Maintenance and Operation (M&O) or other grants due to the Airport Sponsor's non-compliance with LOA obligations.

- Termination of AWOS operations and weather data services, up to and including removal of all associated components, if the Airport Sponsor fails to comply with LOA obligations.

- The Commissioner of Transportation is empowered to deny, suspend, or revoke any certificate of approval or license issued by the Commissioner upon determining that an airport, restricted landing area, or other air navigation facility is not being maintained or used in accordance with the provisions of Minnesota Statutes sections 360.011 to 360.076 and the rules lawfully promulgated pursuant thereto.

6. Miscellaneous

(i) This LOA shall be governed by the laws of the State of Minnesota, without regard to its choice-of-law provisions. The recitals in this LOA are hereby made a part of this LOA. Captions and headings are for convenience and reference only and do not limit or construe the LOA provisions. This LOA will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

(ii) This LOA constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior negotiations, discussions, representations, or agreements, whether written or oral, regarding said subject matter.

(iii) The Airport Sponsor's books, records, documents, and accounting procedures and practices relevant to this LOA are subject to examination by MnDOT's auditor, the Minnesota Legislative Auditor, or the Minnesota State Auditor, as appropriate, for at least six years after LOA termination.

(iv) Each party will be responsible for its own acts and omissions to the extent provided by law. MnDOT's liability is governed by Minnesota Statutes section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this LOA.

(v) The parties must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (MGDPA), as it applies to all data provided by MnDOT Office of Aeronautics under this LOA, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Airport Sponsor under this LOA. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data governed by the MGDPA by either party. If the Airport Sponsor receives a request to release any of the aforementioned data, the Airport Sponsor must promptly notify and consult with MnDOT Office of Aeronautics as to how the Airport Sponsor should respond to the request. The Airport Sponsor's response to the request shall comply with applicable law.

(vi) If a party fails to enforce a provision of this LOA, that failure does not waive the provision or the right to enforce it.

(vii) Neither party may assign or transfer any rights or obligations under this LOA without the prior consent of the other party, which shall not be unreasonably withheld or delayed.

(viii) The following LOA provisions survive the LOA's termination: responsibility for own acts and omissions, state audit, Minnesota Government Data Practices, and governing law. Any other LOA provision expressly stating it survives shall also survive, as shall any provision intended by its nature to survive.

(ix) Modifications to this LOA must be made in writing and signed by authorized representatives of the Airport Sponsor and MnDOT Office of Aeronautics.

7. Duration

(i) This LOA shall be effective as of the date of the last signature required below and shall remain in effect until the AWOS is fully decommissioned or removed, unless terminated earlier by mutual agreement or court order.

(ii) Notwithstanding any other language in this LOA, MnDOT Office of Aeronautics may immediately terminate this LOA by way of written notice if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow MnDOT Office of Aeronautics to continue with any of its responsibilities under this LOA. MnDOT Office of Aeronautics will not be assessed any penalty if this LOA is terminated under this section.

8. Signatures

By signing below, each person confirms they have full authority to sign this LOA and to bind the party they represent.

Commissioner of Minnesota Department of Transportation, Office of Aeronautics, as delegated:

Name:

Title:

Date:

Signature:

Airport Sponsor:

Name:

Title:

Date:

Signature:



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kindra Papenfus, Finance Director
MEETING DATE: July 14, 2026
SUBJECT: Resolution 2026-195 Approve Submission of Claim for Unclaimed Property

Background:

The finance department has identified \$206.73 in unclaimed funds — \$154.84 for the Wastewater Treatment Plant and \$51.89 in insurance premium refunds. Finance is seeking approval to claim the funds from the Minnesota Department of Commerce. The claim will be credited to the Sewer Fund, #602 and the Property/Liability Reserve, Fund #705. Details are included in the provided Claim Form.

Recommendation:

Approve Submission of Claim for Unclaimed Property

Attachments:

1. Resolution 2026-195 Approve Submission of Claim for Unclaimed Property
2. Unclaimed Property

CITY OF FARIBAULT

RESOLUTION #2026-195

APPROVE SUBMISSION OF CLAIM FOR UNCLAIMED PROPERTY

WHEREAS, the Minnesota Department of Commerce, Unclaimed Property Program, has identified unclaimed property owed to the City of Faribault, Claim ID 7135878; and

WHEREAS, the total value of the property is \$206.73; and

WHEREAS, the City wishes to submit a claim to recover this property.

NOW, THEREFORE BE IT RESOLVED, that the City of Faribault is authorized to submit Claim ID 7135878 to the Minnesota Department of Commerce, Unclaimed Property Program, in the amount of \$206.73.

ALSO, BE IT RESOLVED, that the Finance Director is authorized to execute the claim form and related documentation.

Date Adopted: July 14, 2026

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Claim ID: 7135878

Unclaimed Property Program
85 7th Place East, Suite 280
St. Paul, MN 55101-2198
(651) 539-1545

KINDRA PAPENFUS CITY OF FARIBAULT
208 1ST AVE NW
FARIBAULT, MN 55021-5105

CLAIM FORM

Review Section A for accuracy and if there are any properties that you believe do not belong to you, cross them out and they will be removed from your claim. All applicable fields of Section B must be completed. All claimants' notarized signature(s) are required in Section E.

A. Property Information				
Owner	Company / Security / CUSIP	Type of Property	Property ID	Value
FARIBAULT WASTE WATER TREATMENT PLANT TH ST NE FARIBAULT, MN 55021	2016 SIMPLEXGRINNELL LP	MS09: CREDIT BAL - ACCTS RECEIVABLE	5519677	Cash: \$154.84
CITY OF FARIBAULT TH ST N W FARIBAULT, MN 55021 RASMUSSEN TANYA TH ST N W FARIBAULT, MN 55021	2017 SPRING VALLEY MUTUAL	IN05: PREMIUM REFUNDS	5752796	Cash: \$51.89
GRAND TOTAL of PROPERTY			Total Cash:	\$206.73

B. Claimant Information	
Name(s) if different than above: <u>City of faribault</u>	Home Phone: <u>(507) 333-0345</u>
Current Mailing Address: <u>208 NW 1st Ave Faribault MN 55021</u>	
Claimant's SSN:	Date of Birth: / /
Joint Claimant's SSN: (if applicable)	Joint Claimant's Date of Birth: (if applicable) / /
Email Address: <u>kpapenfus@faribaultmn.gov</u>	

C. Stock Information
Not Applicable

D. Document Required

☐	Filing With Multiple Owners	Provide an original notarized signature from the claimants listed on the claim form. Please provide all claimant's social security numbers and dates of birth on the claim form.
☒	Corporate Tax ID	Provide documentation showing the Tax ID of your company on the claim form.
☐	Owner/Claimant Name Change	Provide documentation showing your name change (e.g., marriage certificate; divorce decree; adoption papers or court documents).
☐	Corporate Name Change	Provide a copy of corporate name change or merger documents.
☒	Corporate Authorization	Documentation showing your position and authority to claim on behalf of the company. Authorization must be provided by another executive officer or board member of the company (with original signature). Examples may include: Secretary Certificate, Letter of Authorization on Company letterhead, or Corporate Resolution.
☐	Claim for Multiple Owners	Provide original notarized signatures from the claimants listed on the claim form. Provide all claimants' social security numbers and dates of birth on the claim form.
☐	Driver's License/State ID Card	Provide a copy of the front and back of your Driver's License or State issued Identification card.

E. Affidavit

The named claimant hereby certifies that he/she has a legal and equitable interest in the unclaimed property identified above and agrees that he/she will indemnify and hold harmless the State of Minnesota, its officers and employees from any other valid claim to such unclaimed property or from any loss resulting from the payment of the claim. I AFFIRM, UNDER THE PENALTIES OF PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE

Claimant's Signature _____ Printed Name _____

Subscribed and sworn before me this _____ day of _____, 20____

Notary Public _____

Commission Expires _____

NOTARY STAMP

The named claimant hereby certifies that he/she has a legal and equitable interest in the unclaimed property identified above and agrees that he/she will indemnify and hold harmless the State of Minnesota, its officers and employees from any other valid claim to such unclaimed property or from any loss resulting from the payment of the claim. I AFFIRM, UNDER THE PENALTIES OF PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE

Joint Claimant's Signature _____ Printed Name _____

Subscribed and sworn before me this _____ day of _____, 20____

Notary Public _____

Commission Expires _____

NOTARY STAMP

Final Instructions

Before returning the form, claimants should:

- Review **A. Property Information**,
- Complete **B. Owner/Claimant Information**,
- Attach the documentation requested in **D. Claim Requirements**, then
- Sign and print name(s) in **E. Affidavit** in the presence of a Notary Public. Please return the completed claim form along with the documentation listed in Section D to our Office at your earliest convenience.
 - * You may upload the claim form and documentation via our website at <https://unclaimedproperty.mn.gov> or
 - * You may mail the documentation to our office at the address listed above.

If you have any questions or concerns about the information required on the claim form, please contact our office at (651) 539-1545.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kindra Papenfus, Finance Director
MEETING DATE: July 14, 2026
SUBJECT: Resolution 2026-197 Approve Budget Amendment for Capital Improvement Project

Background:

In preparation for presenting the Parkland Dedication capital budget for 2027, a budget amendment is needed in 2026 to remove a project from the current year budget in order for it to be re-budgeted in 2027. The project in question is the North Alexander Park restroom replacement.

Recommendation:

Approve Resolution 2026-197

Attachments:

1. Resolution 2026- 197 Approve Budget Amendment for Capital Improvement Project

CITY OF FARIBAULT

RESOLUTION #2026 – 197

AMEND THE 2026 ADOPTED BUDGET FOR NORTH ALEXANDER PARK CAPITAL PROJECT

WHEREAS, the City Council of the City of Faribault did formally adopt a 2026 Budget and establish fund appropriations for 2026 on December 9, 2025, on Resolution 2025-332 in accordance with City Charter and State Statutes; and

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

WHEREAS, the 2026 budget is amended to reduce the appropriations for the N Alexander Park capital improvement project by the amount of expenditures anticipated to occur in 2027;

NOW, THEREFORE BE IT RESOLVED that City staff is hereby directed to revise the 2026 Budget as follows:

Organization	Object	Amount	Purpose
PrkLnd	45200	(450,000)	Replacement – N Alexander Park Restrooms, Main Building

Date Adopted: July 14, 2026

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: July 14, 2026
SUBJECT: Resolution 2026-200 Amend the Police Department Budget Utilizing Department of Justice Grant Funds

Background:

In 2023, Resolution 2023-187 was adopted by the City Council authorizing the Police Department to accept a \$300,000 grant award from the Department of Justice's, Bureau of Justice Assistance Rural and Small Department Violent Crime Reduction Grant Program for Federal Fiscal Year 2024. Since adoption, the department has purchased technologies and implemented strategies aligned with the grant application.

As the grant period approaches expiration, the department has \$42,285 in remaining funds available. Resolution 2026-200 seeks a budget amendment to apply the remaining funds.

A research study documenting the grant's effectiveness is a required expense as part of the award. The department has allocated \$12,285 to work with the Wilder Foundation to facilitate this requirement as outlined in the attached statement of work.

The remaining \$30,000 would be spent on exercising the 24-month renewal clause in our original agreement with Flock. This agreement, authorizing the Police Department to purchase and install five Flock cameras, was approved during the November 14, 2023, City Council Meeting and is attached for review.

Recommendation:

Approve Resolution 2026-200

Attachments:

1. Fully Executed Flock Safety Agreement - Faribault MN
2. Wilder Consulting Agreement and Statement of Work
3. Resolution 2026-200 Amend the 2026 Police Budget

HONESTY • RESPECT • DEDICATED • VISIONARY • ACCOUNTABILITY

Flock Safety + MN - Faribault PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Kyle Whyte
kyle.whyte@flocksafety.com
6512539350



EXHIBIT A
ORDER FORM

Customer:	MN - Faribault PD	Initial Term:	36 Months
Legal Entity Name:	MN - Faribault PD	Renewal Term:	24 Months
Accounts Payable Email:	bgliem@ci.faribault.mn.us	Payment Terms:	Net 30
Address:	25 Nw 4th St Faribault, Minnesota 55021	Billing Frequency:	Total Contract Billed at Signing
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$15,000.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	5	Included

Professional Services and One Time Purchases			
Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	5	\$3,250.00

		Estimated Tax:	\$0.00
		Contract Total:	\$48,250.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “Renewal Term”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Total Contract Due at Signing	\$48,250.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
One-Time Fees	Service Description	
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.	
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety’s maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect’s license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: City of Faribault, MN

By:

DocuSigned by:
Mark Smith
AG56931454624F3...

Name: Mark Smith

Title: General Counsel

Date: 11/15/2023

Signature:

DocuSigned by:
Kevin F. Voracek
AF5449CB049D4F7...

Name: Kevin Voracek

Title: Mayor

Date: 11/15/2023

Signature:

DocuSigned by:
Timothy C. Murray
6DB99B870021410...

Name: Tim Murray

Title: City Administrator

Date: 11/15/2023

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 20 day of October 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("**Customer Obligations**"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



AMHERST H. WILDER FOUNDATION CONSULTING AGREEMENT

This Consulting Agreement (the “**Agreement**”) is made and entered into by and **Faribault Police Department (FPD)** with a principal place of business at 25 4th St NW, Faribault, MN 55021 (“**Organization**”), and the Amherst H. Wilder Foundation, a Minnesota nonprofit corporation with a principal place of business at 451 Lexington Parkway North, St. Paul, MN 55104 (through Wilder Research® and referred to as “**Wilder**”).

TERMS OF AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services to be Performed. Organization hereby engages Wilder, and Wilder hereby accepts such engagement, as an independent contractor to perform the services (the “**Services**”) as set forth in the applicable Statement of Work as shown in Exhibit A. The parties shall prepare a new Statement of Work for any changes to scope, schedule, or fees, or additional work requested by the Organization and any other changes. Any work performed outside of the original scope at the direction of the Organization will be deemed to be included as Services under this Agreement. Organization shall provide Wilder with access to its premises, employees and agents, information and data, and other resources to the extent necessary for the performance of the Services.
2. Term. This Agreement will begin on 8/1/2026 and continue through 12/31/2026, unless terminated earlier by prior written notice in accordance with Section 9 of this Agreement.
3. Acceptance of Certain Deliverables. Wilder will produce any work product or Deliverable (as defined below) and perform Services at the time and in the manner specified under this Section and the Statement(s) of Work. Organization shall have thirty (30) days to provide written comments on draft products. Comments which require material revisions to the scope of Services may require renegotiation of the payment due to Wilder and/or timetable described in Section 4 of the Statement of Work. If none are received during the 30-day review period, then the Deliverable shall be considered final. Any material changes requested by Organization after the 30-day review period will be performed at an additional expense based on the standard billable hourly rate of the staff person required to make the changes.
4. Fees and Expenses.
 - a. Fees. Organization will pay Wilder the amounts as specified in the Statement(s) of Work. Wilder shall invoice Organization for Wilder's fees in accordance with the terms of the Statement(s) of Work. All payments shall be due within thirty (30) days of an invoice date. Organization agrees to pay all expenses incurred by Wilder in the collection of any unpaid invoice or in the enforcement of this Agreement, including reasonable attorneys' fees.
 - b. Expenses. Organization shall pay Wilder for the supplies, materials, and other reasonable expenses required in the performance of the Services as set forth in the Statement of Work. Except for these approved expenses, Wilder shall furnish, at Wilder's own expense, the equipment, supplies and other materials used to perform the Services.
 - c. Taxes. Organization shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind on any amount paid by Organization under this Agreement. Wilder shall be responsible for any taxes imposed on Wilder's income received under this Agreement.
5. Ownership and Intellectual Property Rights.

a. Organization Data. As between the Organization and Wilder, the Organization shall be the exclusive owner of all right, title, and interest in and to all data, materials, and information received or retrieved from Organization ("Organization Data"), including all IP rights, subject to the rights and permissions granted in this section. The Organization hereby grants to Wilder a non-exclusive, worldwide, irrevocable, perpetual, royalty-free license and right to (i) use the Organization Data as necessary or useful to perform the Services pursuant to the applicable Statement of Work; and (ii) retain, use, and publish such Organization Data consistent with Wilder's mission and as long as any public use of such Organization Data, including publications, is presented in a manner that prevents individual identification of the Organization, any of its employees, volunteers, directors, officers, or other agents, and the Organization's clients. For purposes of this Agreement, "**IP Rights**" shall mean all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any copyright, patent, trade secret, trademark, service mark, trade dress, and any other intellectual property or proprietary rights.

b. Deliverables. Wilder shall provide the Services. Upon final payment by the Organization, Wilder shall provide the Organization with copies of the final work product, including documents, manuals, reports, designs, specifications and similar tangible deliverables developed under this Agreement (the "**Deliverables**"). Wilder shall be the sole and exclusive owner of all rights, title and interest in and to the Deliverables and to any generic, non-Organization specific pre-existing know-how, concepts, techniques, methodologies, ideas, processes, models, templates, tools, utilities, routines and trade secrets that do not contain any of the Organization's Confidential Information, together with any and all related IP Rights. Wilder hereby grants the Organization a worldwide, perpetual, non-exclusive, non-transferable license to make copies of, publicly display, and distribute the Deliverables in connection with the Organization's internal business purposes, but the Organization may not modify, translate, or otherwise revise the Deliverables, including any copyright or proprietary notices in the Deliverables.

c. Wilder Materials. In the course of providing the Services, Wilder may use pre-existing, or develop new marks, ideas, materials, information, concepts, techniques, measurement tools, processes, methods, works of authorship, or other intellectual property owned or licensed by Wilder ("**Wilder Materials**"). Wilder shall be the exclusive owner of all right, title, and interest in and to Wilder Materials, together with any and all related IP Rights. Except as expressly stated above, nothing in this Agreement grants the Organization any rights in the Wilder Materials.

6. Warranties and Representations of Organization. The Organization represents and warrants to Wilder that it owns or has the authority to use any ideas, materials, information, concepts, techniques, processes, works of authorship, trademarks, or any intellectual property furnished to Wilder in connection with the Services, including the Organization Materials and Client Data. The Organization shall be solely responsible for the Organization Materials, Client Data and any other data, information, and documents provided to Wilder. Wilder shall be entitled to rely on such data, information, and documents in performing its Services and shall have no duty to independently verify the accuracy of the same. The Organization represents and warrants that it is legally authorized to enter into this Agreement and perform its obligations herein. The Organization shall provide full information in a timely manner regarding requirements for and limitations on the Services. The Organization shall provide prompt written notice to Wilder whenever the Organization observes or becomes aware of any development that affects the scope or time of performance of the Services.

7. Warranties of Wilder. Wilder represents and warrants that the Services will be performed in a professional and workmanlike manner, in accordance with generally accepted professional standards applicable to the Services. The Services will conform substantially to any Organization specifications detailed in the applicable Statement of Work. EXCEPT AS PROVIDED HEREIN, WILDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES AND DELIVERABLES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE.

8. Independent Contractor. The parties agree that Wilder is an independent contractor of the Organization and neither Wilder nor its employees will be considered employees of the Organization and are therefore not entitled to any rights, benefits or privileges provided by Organization to its employees. This Agreement shall not be construed to create an association, partnership, joint venture, employment or agency relationship between Wilder and Organization. compensation, will not deduct from Wilder's

compensation income tax, FICA payments, or any other expenses, unless required by law. Payment of federal income tax, FICA payments, and state income taxes are the responsibility of Wilder. Wilder has no authority (and shall not hold itself out as having authority) to bind the Organization and Wilder shall not make any agreements or representations on the Organization's behalf without the Organization's prior written consent. It is further understood and agreed that Wilder may use subcontractors in the performance of this Agreement, provided that Wilder shall be fully responsible for the work of its subcontractors.

9. Termination.

a. Termination for Convenience. Either party may terminate this Agreement upon thirty (30) days written notice. In the event of early termination, Wilder will stop work under the Statement(s) of Work upon receipt of such notice, and the Organization shall pay Wilder for any work performed through the date of termination.

b. Termination for Breach. Either party may terminate this Agreement upon a material breach of this Agreement by the other party, and such breach continues for more than thirty (30) days after the breaching party receives written notice from the non-breaching party of its failure to perform its obligations under this Agreement. Consent to extend the cure period shall not be unreasonably withheld, so long as the breaching Party has commenced cure during the thirty (30) day period and is pursuing such cure diligently and in good faith. Any extension of the cure period provided herein will extend the due dates of any deliverables provided in the applicable Statement of Work to the extent affected by such extension or material breach. Upon termination for breach, the non-breaching party is not liable to perform any additional work or to pay for any work not yet performed. A breach is considered material if it deprives either party of a substantial benefit of this Agreement.

c. Termination for Insolvency or Bankruptcy. A party may terminate this Agreement immediately upon written notice if the other party enters into insolvency or bankruptcy proceedings of any sort and such proceedings are not withdrawn or dismissed within sixty (60) days.

d. Post-Termination Obligations. Within thirty (30) days following termination for breach, or during the period between notice and termination absent breach of the Agreement, Wilder will, (i) terminate all Services; (ii) transfer to Organization all materials in progress paid for by Organization; and/or (iii) at Organization's option return or destroy all of the Organization's property in Wilder's possession or control.

e. Survival. Sections 6 -7 (warranties), 8 (independent contractor), 9 (termination), 10 (limitation of liability), 11 (indemnification), 14 (confidentiality) and 16 (miscellaneous) shall survive termination of this Agreement, as well as other provisions that are contemplated to survive by this Agreement.

10. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR BREACH OF THIS AGREEMENT INCLUDE DAMAGES FOR WORK STOPPAGE, LOST DATA, OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT), OF ANY KIND. WILDER'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE MONETARY CONSIDERATION PAID TO WILDER UNDER THIS AGREEMENT.

11. Indemnification. Both parties agrees to indemnify, defend, and hold harmless each other, its directors, officers, employees, agents, contractors and volunteers from and against any and all third party claims, liabilities, costs or penalties of any nature whatsoever arising from: (i) breach of this Agreement; (ii) use of the Services or any information, reports, deliverables, materials, products or other results of Wilder's work under this Agreement; (iii) infringement of a third party's intellectual property rights or violation of any rule, law, or regulation; (iv) any negligent act.

12. Insurance. Wilder will carry appropriate levels of general liability, professional liability, workers compensation coverage and other coverage as appropriate under the Agreement.

13. Compliance with Laws and Regulations. Each party agrees to comply with all applicable federal, state, county and local laws, regulations, ordinances, rules, and certificates.

14. Confidentiality. Confidential information includes information regarding the business affairs, products, services, intellectual property, trade secrets, and other sensitive or proprietary information in any form, whether or not designated as confidential, of either party. Confidential information does not include information (i) at the time of or after disclosure, is published, known publicly or becomes part of the public domain, through no fault of the receiving party; (ii) if any time prior to the disclosure, is known by the receiving party as evidenced by appropriate means; (iii) is or becomes available on an unrestricted basis from a third party who does not knowingly breach a confidentiality relationship with the disclosing party; or (iv) is required by law to be disclosed, after first advising the disclosing party, if permissible under law, of such demand with reasonably sufficient notice so as to afford the disclosing party an opportunity to seek a protective order. The parties shall receive, maintain and use any confidential information in the strictest of confidence and use commercially reasonable efforts to keep the confidential information strictly confidential and to prevent disclosure thereof, but at a minimum the same efforts it uses to keep its own confidential and proprietary information secure. The parties shall not use any confidential information except as required in the performance of the Services or as authorized under this Agreement. Organization and Wilder may disclose confidential information to employees, agents, subcontractors and vendors on a need to know basis in performance of this Agreement if such disclosure would constitute reasonable business practices and such employees, agents, subcontractors, and vendors are subject to confidentiality and use restrictions at least as restrictive as this Section 14. Confidential information may not be disclosed to other third parties unless agreed to in writing and signed by the parties.

15. Force Majeure. Wilder's performance of the Services is contingent on, and Wilder shall not be responsible for delays or failure to perform due to, any delays or failure to perform any obligation under this Agreement due to fires, explosions, acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, civil unrest, pandemic, government restrictions, compliance with or any action taken to carry out the intent or purpose of any law or regulation, lack of correct or complete data, changes or revisions, or other causes or contingencies not caused by Wilder or outside of its control.

16. Miscellaneous.

(a) Entire Agreement. This Agreement (including all exhibits and Statement(s) of Work) represents the entire agreement between Wilder and the Organization with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, with respect to such subject matter.

(b) Procedures. Dispute Resolution. The parties agree that any and all disputes, claims or controversies arising out of or related to this Agreement and any amendments signed by both parties, including any claims under any statute or regulation (collectively, "Disputes"), shall be submitted first to non-binding mediation. If the Disputes are not resolved through mediation, then, upon the election of either party, the Disputes shall be submitted for binding arbitration. Unless the parties agree otherwise, any mediation and/or arbitration shall take place in the State of Minnesota, Ramsey County, and shall be administered by, and pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The parties will be responsible for paying their respective shares of the arbitration fees (including filing, administrative, hearing and/or other fees) as provided by AAA rules. The provisions of this Section 16(b) may be enforced in a court of competent jurisdiction and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses (including reasonable attorneys' fees and expenses) incurred in obtaining the enforcement of this provision, to be paid by the party against whom enforcement is sought.

(c) Amendment. No modification or amendment to this Agreement or any Statement of Work or consent to the waiver of any of the terms hereof, shall be binding unless made in writing and signed by both Wilder and Organization.

(d) Notices. Any notices required or permitted to be given under this Agreement: (i) shall be in writing signed by or on behalf of the party making the same; (ii) shall be deemed given or delivered (a) if sent by confirmed e-mail, when received, (b) if sent by messenger, reputable overnight courier service, or certified or registered U.S. mail, when delivered; and (iii) shall be addressed to each party at its address set forth

below, or at such other address as the parties shall designate in writing by confirmed e-mail, overnight courier service, or certified or registered U.S. mail.

(e) No waiver. Failure of either party to enforce the terms of this Agreement does not waive those terms or preclude enforcement of them.

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(g) Construction. This Agreement will be construed as if drafted by both parties and will not be strictly construed against either party as a result of drafting.

(h) Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

IN WITNESS WHEREOF, the undersigned agrees to the Consulting Agreement as of this ____ day of _____, 20__.

Commented [JA1]: Reminder to update the date signed here:

**Amherst H. Wilder Foundation
Wilder Research**

Faribault Police Department

By: _____
Its: _____

By: _____
Its: Enter title _____

Commented [JA2]: Reminder to sign, date, and add title.
Upon receiving the signed version, we will sign and send a copy.

Exhibit A – Statement of Work No. 1
Amherst H. Wilder Foundation Consultant Agreement

This Statement of Work No. 1 ("Statement of Work") is in accordance with and is hereby made a part of that certain Amherst H. Wilder Foundation Consulting Agreement between Faribault Police Department ("Organization") and Amherst H. Wilder Foundation ("Wilder") with an effective date of 8/1/2026 (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. In the event of a conflict between the terms and conditions of this Statement of Work and the terms and conditions of the Agreement, the terms and conditions of this Statement of Work shall govern and control such conflict. The following services will be performed by Wilder.

1. Description of Services:

We will work with FPD to compile a summary report of the work and accomplishments funded in 2023 by the Bureau of Justice Assistance's Rural and Small Department Violent Crime Reduction Program grant (PR-674170). The approach will:

- **Provide project oversight.** Wilder will work with FPD to schedule check-in meeting times with key program staff to provide project updates, plan upcoming project activities, and address any implementation barriers. Meet with FPD staff to identify key stakeholders and finalize the research questions, evaluation plan, communication plan, and deliverables. We anticipate the initial meeting will be conducted virtually. Wilder will also communicate with staff regularly between meetings. The Wilder Research team will use internal meetings to coordinate all study-related tasks. These steps will help ensure quality and consistency in our work and allow us to quickly identify and address any challenges.
- **Interview key partners.** Conduct targeted interviews with up to 15 key partners (e.g., law enforcement, community partners, impacted families) to capture perspectives on implementation, successes, and challenges. Wilder will collaboratively develop an interview protocol to ensure we ask the key questions that you are interested in addressing. Wilder will be responsible for developing the protocol (with input from FPD), scheduling and conducting the interviews, and summarizing themes in the final report. FPD staff will be responsible for sharing contact information with people who may be interested in being interviewed (with guidance from Wilder). Interviews will be conducted virtually or in person if completed during the site visit.
- **Review data and reports.** Review data and reports collected/submitted throughout the grant period, translating those findings into clear, accessible visuals for inclusion in the final report. This may include incorporating mapping or geographic information system data in the final report to further illustrate trends, service areas, or outcomes.
- **Conduct site visit.** Wilder will conduct one on-site visit to meet with key staff, observe operations (including a potential ride-along), and review relevant documents to better understand how the grant-funded activities are implemented. The visit may also include a small number of targeted interviews to gather additional insights and context.

2. Obligations of Organization:

The Organization will work collaboratively with Wilder to:

- Review and provide timely feedback on deliverables.
- Attend planning meetings.
- Provide a list of names of people to interview.
- Provide data reports to be considered in the final report.

3. Deliverable(s):

Wilder will:

- Conduct a project kick-off and attend check-in meetings with FPD.
- Develop protocols for data collection.
- Conduct interviews.
- Provide a visual summary report designed to communicate findings to multiple audiences, including BJA, your police department, community partners, and future funders.

4. Fees: In exchange for the Services listed in Section 1, the parties agree to the following compensation schedule: A total of \$12,285 to be paid by Organization in two equal invoices of \$6,142.50, as noted:

Payment	Invoice date
1 - \$6,142.50	Upon signing the contract
2 - \$6,142.50	December 31, 2026

CITY OF FARIBAULT

RESOLUTION #2026 – 200

AMENDING THE 2026 ADOPTED BUDGET UTILIZING DEPARTMENT OF JUSTICE GRANT FUNDS

WHEREAS, the City Council of the City of Faribault did formally adopt a 2026 Budget and establish fund appropriations for 2026 on December 9, 2025, on Resolution 2025-332 in accordance with City Charter and State Statutes; and

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

WHEREAS, the Faribault City Council desires to revise the adopted 2026 budget to more accurately reflect expected expenditures for the current year.

NOW, THEREFORE BE IT RESOLVED that City staff is hereby directed to revise the 2026 Budget as follows:

Organization	Object	Amount	Purpose
Police	33160	(\$25,100)	Add unbudgeted federal grant revenue
Police	42410	\$30,000	Extend Renewal terms with Flock for 5 Automated License Plate Reader cameras (24 months)
Police	43090	\$12,285	Wilder Foundation Research

Date Adopted: July 14, 2026

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: July 14, 2026
SUBJECT: Resolution 2026-201 Accept A No-Rise Certificate
Determination by the MN DNR for 1615 Division St
W

Background:

City Staff received information about a floodplain and floodway violation at 1615 Division St W in 2022. Since 2022, City Staff have worked with the property owner to obtain the necessary approvals needed for the completed alterations. In June, City Staff received confirmation from the DNR that the property owner provided enough documentation for them to concur on a no-rise certificate. For acknowledgment and documentation reasons, City Staff drafted the attached Resolution that will be recorded on the property with the Rice County Recorder.

Recommendation:

Approve Resolution 2026-201

Attachments:

1. Resolution 2026-201 Accept A No-Rise Certificate Determination by the MN DNR for 1615 Division St W

CITY OF FARIBAULT

RESOLUTION #2026-201

ACCEPT A NO-RISE CERTIFICATE DETERMINATION BY THE MN DNR FOR 1615 DIVISION ST W

WHEREAS, City Staff received in late 2022 information of a possible floodplain and floodway violation at 1615 Division St W (the "Subject Property", described in Exhibit C) along Crocker's Creek; and

WHEREAS, Crocker's Creek is considered a protected watercourse by the MN DNR, with a protecting shoreland overlay extending 300-feet on either side, and is mapped for floodplain and floodway, which is regulated under MN DNR and FEMA standards; and

WHEREAS, City Staff determined that Shon Dasheur (the "Property Owner") directed and executed actions that changed parts of their property within the floodplain and floodway, which included clearing and grading, without the necessary approvals; and

WHEREAS, City Staff issued a code violation letter in late 2022 and met with the Property Owner in the same year to discuss the appropriate next steps; and

WHEREAS, the Property Owner hired Bloch Engineering to put together a no-rise certificate that shows the grading and clearing in the floodplain and floodway does not cause a rise; and

WHEREAS, Bloch Engineering completed an initial no-rise certificate and provided documentation supporting the determination in August 2023; and

WHEREAS, City Staff shared the documents with the MN DNR in September 2023 and requested their help to review the submittal; and

WHEREAS, City Staff received a negative determination in September 2025 from the MN DNR and provided feedback to guide Bloch Engineering and the Property Owner; and

WHEREAS, City Staff received an updated set of documents from Bloch

Engineering in May 2026; and

WHEREAS, the MN DNR reviewed the updated documentation and concurred with the no-rise determination; and

WHEREAS, the City prepared a formal acknowledgement and acceptance of the no-rise certificate documents (attached as Exhibit A), based on confirmation from the MN DNR (attached as Exhibit B).

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council hereby acknowledges and accepts the MN DNR concurrence in Exhibit B of the documentation in Exhibit A, determining that the alterations made to 1615 Division St W within the floodplain and floodway do not cause a rise in flood levels. This Resolution authorizes City Staff and the City's Consultants to make limited revisions to this Resolution if needed to finalize the content and its exhibits.

ALSO, BE IT RESOLVED, that the Faribault City Council hereby authorizes the Mayor and City Administrator to execute and record this Resolution.

(Remainder of page intentionally left blank)

Date Adopted: July 14, 2026

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A
NO-RISE CERTIFICATE DOCUMENTS

(Attach documents after this page)

Minnesota “NO-RISE” Certification

For development in Zone A1-30 and/or AE floodways on the community’s FIRM

Regulation

44 CFR 60.3(d)(3). This federal standard, as adopted by local floodplain management ordinances, prohibits all encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the 1% annual chance flood.

Project Data

Community Name	FARIBAULT, MN
Site Address or PID#	1615 DIVISION ST. W, FARIBAULT, MN
Site Lat/Long	44D17'25"N , 93D17'31" W
Flooding Source	CROCKERS CREEK
FIRM Panel No(s).	27131C0266D
FIRM Eff. Date(s)	4/3/2012
FIS Eff. Date(s)	

Project Description

(Development name/short project description)

PROPERTY OWNER FILLED IN LOW SPOT ON PROPERTY, NEAR CROCKER'S CREEK

Attached Supporting Documents

Document Name 1	No Rise Report and its attachments
Document Name 2	
Document Name 3	

(Continued on next page)

Engineer Contact Information

Name/Title	KRYSTLE BLOCH, PE
Firm/Agency	BLOCH ENGINEERING, PLLC
Address	32210 XEON ST NW, CAMBRIDGE MN
Phone Number	507-995-2981
Email	KRYSTLE@BLOCHENGINEERING.COM

Certification

I am a duly qualified professional engineer licensed to practice in the State of Minnesota and hereby certify that the attached hydraulic analysis, report, and/or technical memorandum support the determination that the proposed project **will not**:

- ☒ Increase the 1% annual chance (100-year) flood elevation by more than 0.00 feet at published cross sections in the Flood Insurance Study (FIS);
- ☒ Decrease the 1% annual chance (100-year) flood elevation by more than 0.1 feet at published cross sections in the FIS; or
- ☒ Change the horizontal extent of the floodplain or floodway boundary by more than 25 feet.
- ☒ I also understand that any deviation from the above floodplain elevation and boundary standards must comply with the following provisions:
 - 1) A rise greater than 0.00 feet requires a Conditional Letter of Map Revision (CLOMR) to be obtained prior to construction, and a Letter of Map Revision (LOMR) must be applied for within six months of project completion;
 - 2) A decrease greater than 0.1 feet does not require a CLOMR but does require a LOMR application to be submitted within six months of project completion; and
 - 3) A floodplain or floodway boundary change greater than 25 feet does not require a CLOMR but does require a LOMR application to be submitted within six months of project completion.

ba6e9e69-544b-4512-853b-f2190af18399

Digitally signed by ba6e9e69-544b-4512-853b-f2190af18399
Date: 2026.05.29 15:00:06 -05'00'

49893

Signature

P.E. Number

5/29/2026

Date

BLOCH ENGINEERING, PLLC

NO RISE CERTIFICATE REPORT
1615 DIVISION STREET
FARIBAULT, MN

STORM WATER NARRATIVE

PREPARED BY: KRYSTLE BLOCH, MN PE 49893

May 29, 2026

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FINDINGS AND CONCLUSIONS

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APPENDIX A – EXISTING HYDROCAD

APPENDIX B – PROPOSED HYDROCAD

APPENDIX C – USDA SOILS MAP

APPENDIX D – SITE EXHIBIT

APPENDIX E – FIRM MAPS

APPENDIX F – HECRAS PRE PROJECT SUMMARY TABLE

APPENDIX G – HECRAS AS BUILT SUMMARY TABLE

FINDINGS AND CONCLUSIONS

See attached HydroCAD models for existing and proposed conditions.

Flood area was modeled, as is, with the existing (pre-fill) contours. The contour(s) of this area are based on Rice County contours. An amount of acreage (10 acres) was added to the contributing basin (1S) to create a model. While the FEMA flood elevation in this area varies between the two lines shown on the FEMA map, the 100 Year flood elevation given by the existing model is 980.49.

The amount of fill being placed within the flood plain is approximately 1000 cubic yards. This volume was added to the Proposed HydroCAD flood area (volume was deducted from the floodplain ditch/depression area). This resulted in the same 100 Year flood elevation of 980.49.

Using HydroCAD, it has been determined that this project has resulted in no change in the flood elevation.

Rainfall Frequency	Rainfall (inches)
2-Year, 24- Hour	2.84
10-Year, 24-Hour	4.24
100- Year, 24-Hour	7.29

This project was also run in HECRAS, using the DNR model as a base. Three cross sections were added in the area of impact, both in the pre-project and as-built models. See attached summary tables.

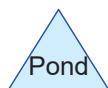
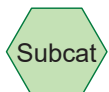
Using HECRAS, it has been determined that this project has resulted in no change in the flood elevation.



APPROX A TO
DEPRESSION



FLOODPLAIN DITCH



Routing Diagram for Division St EXIST

Prepared by {enter your company name here}, Printed 8/28/2023
HydroCAD® 10.00-26 s/n 10343 © 2020 HydroCAD Software Solutions LLC

Division St EXIST

Prepared by {enter your company name here}

HydroCAD® 10.00-26 s/n 10343 © 2020 HydroCAD Software Solutions LLC

MSE 24-hr 3 100-Year Rainfall=7.29"

Printed 8/28/2023

Page 2

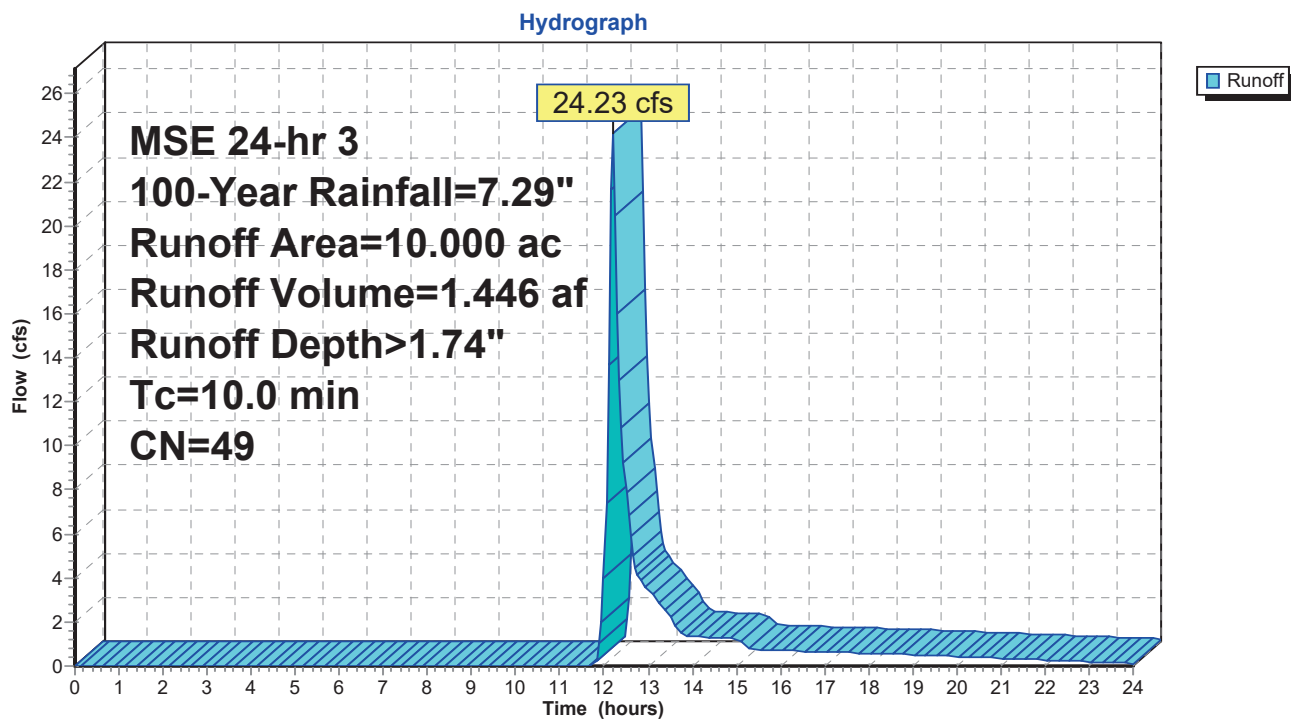
Summary for Subcatchment 1S: APPROX A TO DEPRESSION

Runoff = 24.23 cfs @ 12.20 hrs, Volume= 1.446 af, Depth> 1.74"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-Year Rainfall=7.29"

Area (ac)	CN	Description
* 0.000	98	
10.000	49	50-75% Grass cover, Fair, HSG A
10.000	49	Weighted Average
10.000		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
10.0					Direct Entry,

Subcatchment 1S: APPROX A TO DEPRESSION

Division St EXIST

MSE 24-hr 3 100-Year Rainfall=7.29"

Prepared by {enter your company name here}

Printed 8/28/2023

HydroCAD® 10.00-26 s/n 10343 © 2020 HydroCAD Software Solutions LLC

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Summary for Pond 2P: FLOODPLAIN DITCH

Inflow Area = 10.000 ac, 0.00% Impervious, Inflow Depth > 1.74" for 100-Year event
 Inflow = 24.23 cfs @ 12.20 hrs, Volume= 1.446 af
 Outflow = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af, Atten= 100%, Lag= 0.0 min
 Primary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Dyn-Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
 Peak Elev= 980.49' @ 24.00 hrs Surf.Area= 36,186 sf Storage= 62,993 cf

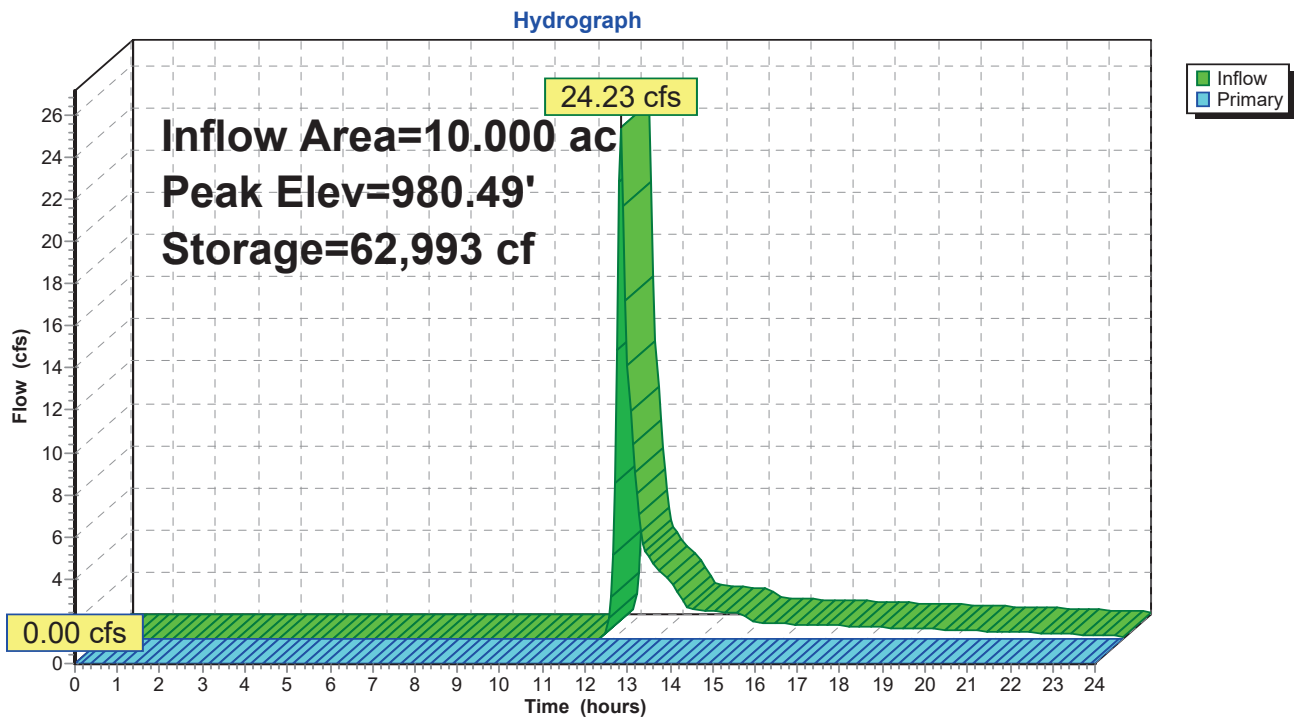
Plug-Flow detention time= (not calculated: initial storage exceeds outflow)
 Center-of-Mass det. time= (not calculated: no outflow)

Volume	Invert	Avail.Storage	Storage Description
#1	976.00'	3,758,139 cf	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
976.00	2,740	0	0
978.00	10,000	12,740	12,740
980.00	25,200	35,200	47,940
982.00	70,000	95,200	143,140
984.00	120,621	190,621	333,761
986.50	2,618,881	3,424,378	3,758,139

Device	Routing	Invert	Outlet Devices
#1	Primary	986.00'	20.0' long x 20.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 Coef. (English) 2.68 2.70 2.70 2.64 2.63 2.64 2.64 2.63

Primary OutFlow Max=0.00 cfs @ 0.00 hrs HW=976.00' (Free Discharge)
 ↑1=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

Pond 2P: FLOODPLAIN DITCH



Division St EXIST

MSE 24-hr 3 100-Year Rainfall=7.29"

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Stage-Area-Storage for Pond 2P: FLOODPLAIN DITCH

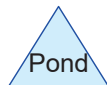
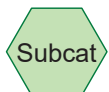
Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)	Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)
976.00	2,740	0	983.95	119,355	327,762
976.15	3,284	452	984.10	220,551	350,820
976.30	3,829	985	984.25	370,447	395,145
976.45	4,374	1,601	984.40	520,343	461,954
976.60	4,918	2,297	984.55	670,238	551,247
976.75	5,463	3,076	984.70	820,134	663,025
976.90	6,007	3,936	984.85	970,029	797,287
977.05	6,551	4,878	985.00	1,119,925	954,034
977.20	7,096	5,902	985.15	1,269,821	1,133,265
977.35	7,641	7,007	985.30	1,419,716	1,334,980
977.50	8,185	8,194	985.45	1,569,612	1,559,180
977.65	8,729	9,462	985.60	1,719,507	1,805,864
977.80	9,274	10,813	985.75	1,869,403	2,075,032
977.95	9,819	12,245	985.90	2,019,299	2,366,685
978.10	10,760	13,778	986.05	2,169,194	2,680,822
978.25	11,900	15,478	986.20	2,319,090	3,017,443
978.40	13,040	17,348	986.35	2,468,985	3,376,549
978.55	14,180	19,389	986.50	2,618,881	3,758,139
978.70	15,320	21,602			
978.85	16,460	23,986			
979.00	17,600	26,540			
979.15	18,740	29,265			
979.30	19,880	32,162			
979.45	21,020	35,230			
979.60	22,160	38,468			
979.75	23,300	41,878			
979.90	24,440	45,458			
980.05	26,320	49,228			
980.20	29,680	53,428			
980.35	33,040	58,132			
980.50	36,400	63,340			
980.65	39,760	69,052			
980.80	43,120	75,268			
980.95	46,480	81,988			
981.10	49,840	89,212			
981.25	53,200	96,940			
981.40	56,560	105,172			
981.55	59,920	113,908			
981.70	63,280	123,148			
981.85	66,640	132,892			
982.00	70,000	143,140			
982.15	73,797	153,925			
982.30	77,593	165,279			
982.45	81,390	177,203			
982.60	85,186	189,696			
982.75	88,983	202,759			
982.90	92,779	216,391			
983.05	96,576	230,592			
983.20	100,373	245,364			
983.35	104,169	260,704			
983.50	107,966	276,614			
983.65	111,762	293,094			
983.80	115,559	310,143			



APPROX A TO
DEPRESSION



FLOODPLAIN DITCH



Routing Diagram for Division St PROPOSED FILL
Prepared by {enter your company name here}, Printed 8/28/2023
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Division St PROPOSED FILL

Prepared by {enter your company name here}

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MSE 24-hr 3 100-Year Rainfall=7.29"

Printed 8/28/2023

Page 2

Summary for Subcatchment 1S: APPROX A TO DEPRESSION

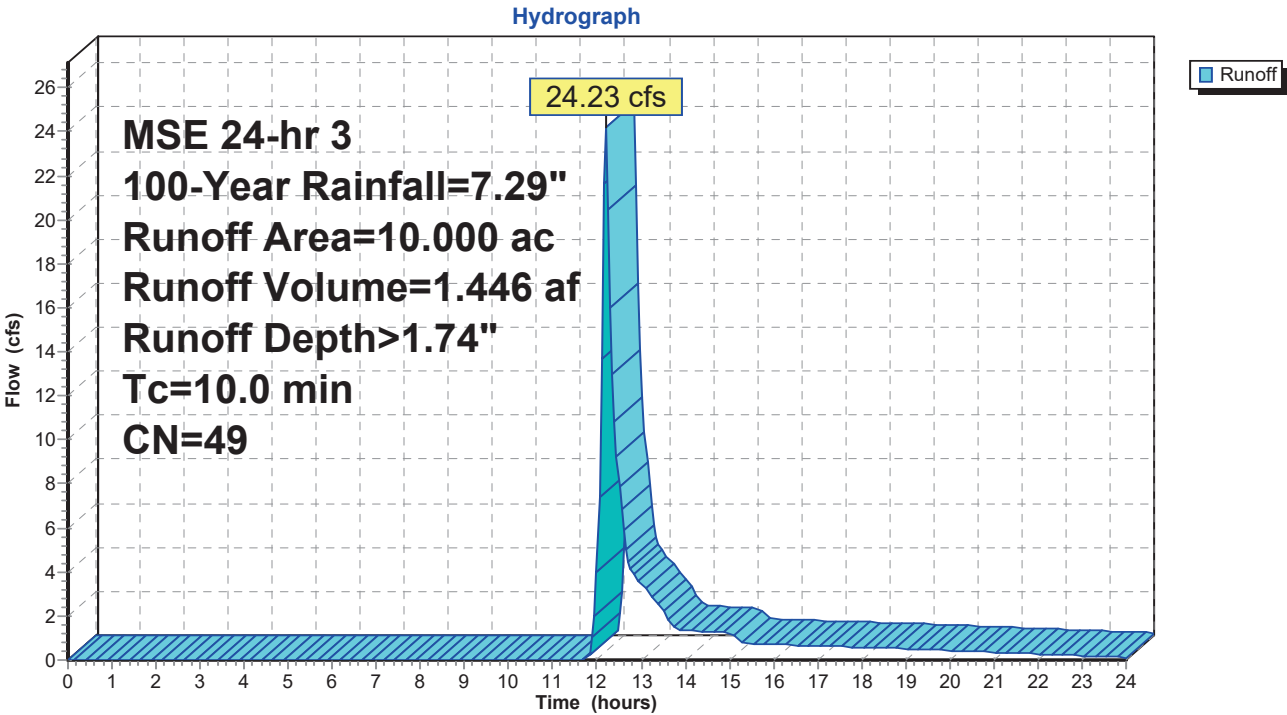
Runoff = 24.23 cfs @ 12.20 hrs, Volume= 1.446 af, Depth> 1.74"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-Year Rainfall=7.29"

Area (ac)	CN	Description
* 0.000	98	
10.000	49	50-75% Grass cover, Fair, HSG A
10.000	49	Weighted Average
10.000		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
10.0					Direct Entry,

Subcatchment 1S: APPROX A TO DEPRESSION



Division St PROPOSED FILL

MSE 24-hr 3 100-Year Rainfall=7.29"

Prepared by {enter your company name here}

Printed 8/28/2023

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Page 3

Summary for Pond 2P: FLOODPLAIN DITCH

Inflow Area = 10.000 ac, 0.00% Impervious, Inflow Depth > 1.74" for 100-Year event
 Inflow = 24.23 cfs @ 12.20 hrs, Volume= 1.446 af
 Outflow = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af, Atten= 100%, Lag= 0.0 min
 Primary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Dyn-Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
 Peak Elev= 980.49' @ 24.00 hrs Surf.Area= 36,082 sf Storage= 62,993 cf

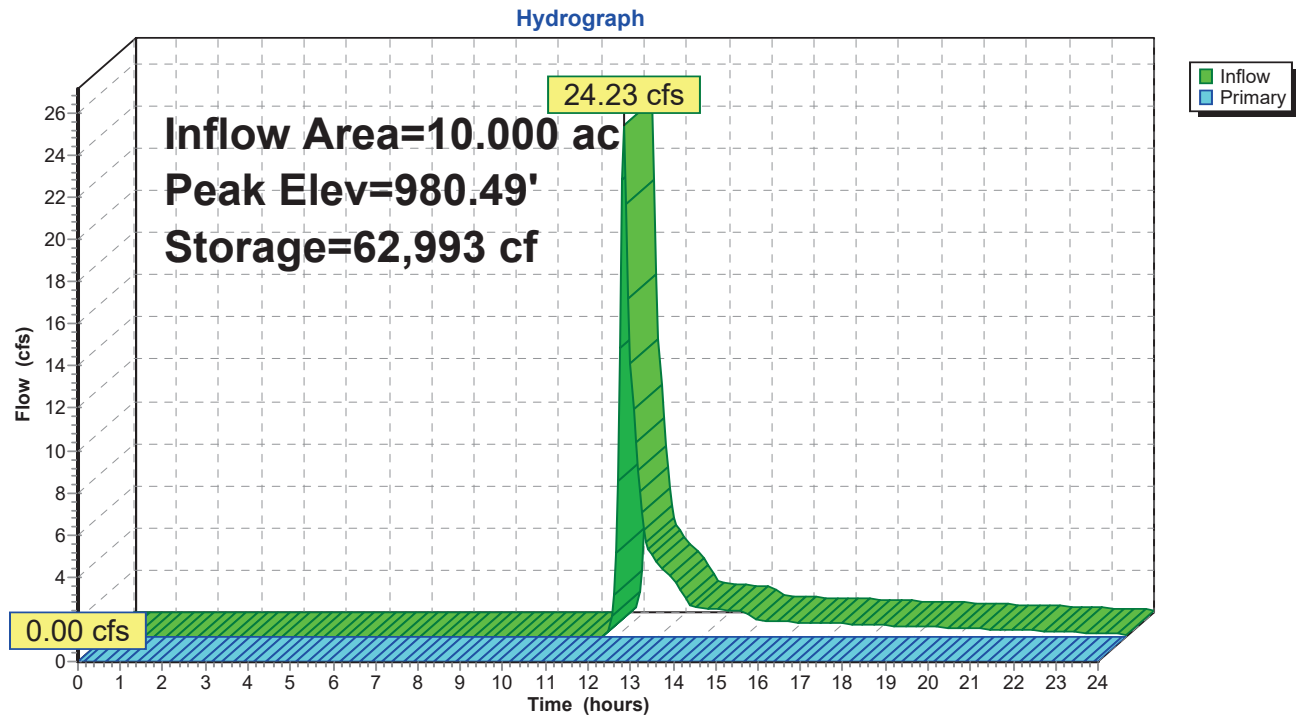
Plug-Flow detention time= (not calculated: initial storage exceeds outflow)
 Center-of-Mass det. time= (not calculated: no outflow)

Volume	Invert	Avail.Storage	Storage Description
#1	976.00'	3,756,014 cf	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
976.00	2,740	0	0
978.00	10,000	12,740	12,740
980.00	25,200	35,200	47,940
982.00	69,500	94,700	142,640
984.00	120,121	189,621	332,261
986.50	2,618,881	3,423,753	3,756,014

Device	Routing	Invert	Outlet Devices
#1	Primary	986.00'	20.0' long x 20.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 Coef. (English) 2.68 2.70 2.70 2.64 2.63 2.64 2.64 2.63

Primary OutFlow Max=0.00 cfs @ 0.00 hrs HW=976.00' (Free Discharge)
 ↑1=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

Pond 2P: FLOODPLAIN DITCH



Division St PROPOSED FILL

MSE 24-hr 3 100-Year Rainfall=7.29"

Prepared by {enter your company name here}

Printed 8/28/2023

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Page 5

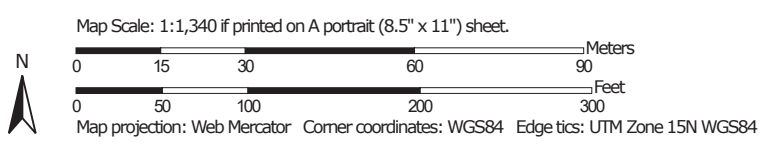
Stage-Area-Storage for Pond 2P: FLOODPLAIN DITCH

Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)	Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)
976.00	2,740	0	983.95	118,855	326,287
976.15	3,284	452	984.10	220,071	349,271
976.30	3,829	985	984.25	369,997	393,526
976.45	4,374	1,601	984.40	519,923	460,270
976.60	4,918	2,297	984.55	669,848	549,503
976.75	5,463	3,076	984.70	819,774	661,224
976.90	6,007	3,936	984.85	969,699	795,435
977.05	6,551	4,878	985.00	1,119,625	952,134
977.20	7,096	5,902	985.15	1,269,551	1,131,322
977.35	7,641	7,007	985.30	1,419,476	1,332,999
977.50	8,185	8,194	985.45	1,569,402	1,557,165
977.65	8,729	9,462	985.60	1,719,327	1,803,820
977.80	9,274	10,813	985.75	1,869,253	2,072,963
977.95	9,819	12,245	985.90	2,019,179	2,364,596
978.10	10,760	13,778	986.05	2,169,104	2,678,717
978.25	11,900	15,478	986.20	2,319,030	3,015,327
978.40	13,040	17,348	986.35	2,468,955	3,374,426
978.55	14,180	19,389	986.50	2,618,881	3,756,014
978.70	15,320	21,602			
978.85	16,460	23,986			
979.00	17,600	26,540			
979.15	18,740	29,265			
979.30	19,880	32,162			
979.45	21,020	35,230			
979.60	22,160	38,468			
979.75	23,300	41,878			
979.90	24,440	45,458			
980.05	26,307	49,228			
980.20	29,630	53,423			
980.35	32,953	58,117			
980.50	36,275	63,309			
980.65	39,597	68,999			
980.80	42,920	75,188			
980.95	46,243	81,875			
981.10	49,565	89,061			
981.25	52,888	96,745			
981.40	56,210	104,927			
981.55	59,532	113,608			
981.70	62,855	122,787			
981.85	66,178	132,464			
982.00	69,500	142,640			
982.15	73,297	153,350			
982.30	77,093	164,629			
982.45	80,890	176,478			
982.60	84,686	188,896			
982.75	88,483	201,884			
982.90	92,279	215,441			
983.05	96,076	229,567			
983.20	99,873	244,264			
983.35	103,669	259,529			
983.50	107,466	275,364			
983.65	111,262	291,769			
983.80	115,059	308,743			

Hydrologic Soil Group—Rice County, Minnesota



Soil Map may not be valid at this scale.

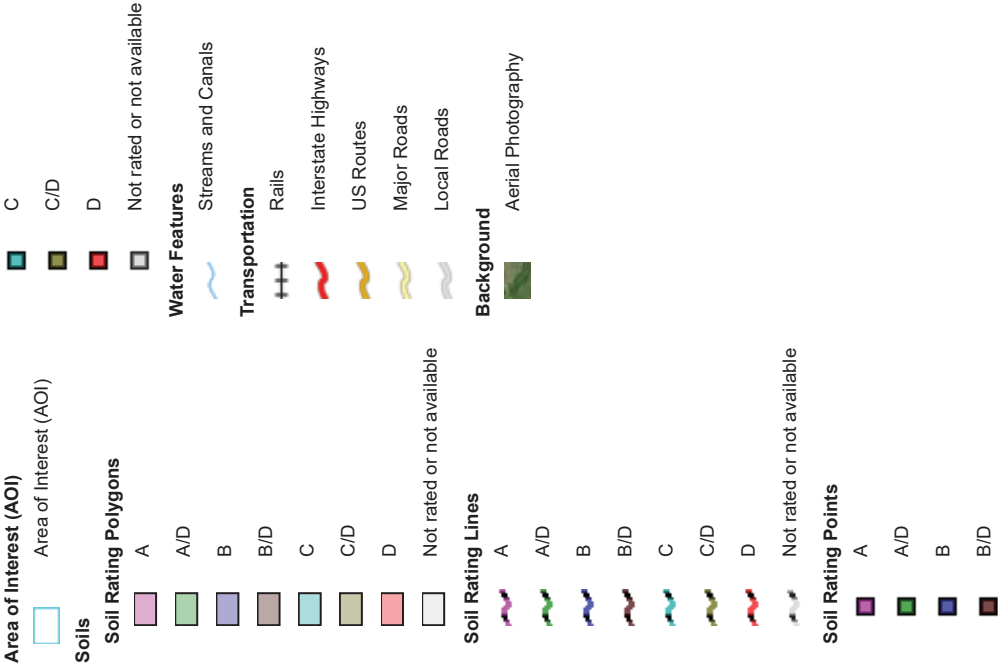


Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

8/28/2023
Page 1 of 4
Page 184 of 304

MAP LEGEND



MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.
Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Rice County, Minnesota
Survey Area Data: Version 17, Sep 6, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 30, 2020—Oct 8, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
74B	Dickinson fine sandy loam, 1 to 6 percent slopes	A	2.1	59.1%
849B	Urban land-Estherville complex, 1 to 6 percent slopes		0.0	0.8%
1016	Udorthents, loamy (cut and fill land)	A	0.0	0.3%
1360	Rushriver fine sandy loam, 0 to 1 percent slopes, frequently flooded	A/D	1.4	39.9%
Totals for Area of Interest			3.6	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

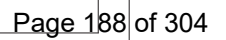
If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher



National Flood Hazard Layer FIRMette

93°17'50"W 44°17'38"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

Without Base Flood Elevation (BFE)
Zone A, V, AE
With BFE or Depth Zone AE, AO, AH, VE, AR
Regulatory Floodway

0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X

Future Conditions 1% Annual Chance Flood Hazard Zone X

Area with Reduced Flood Risk due to Levee, See Notes, Zone X

Area with Flood Risk due to Levee Zone D

OTHER AREAS OF FLOOD HAZARD

NO SCREEN
Area of Minimal Flood Hazard Zone X
Effective LOMRs
Area of Undetermined Flood Hazard Zone D

OTHER AREAS

Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall

GENERAL STRUCTURES

Cross Sections with 1% Annual Chance Water Surface Elevation
20.2
17.5

Coastal Transect

Base Flood Elevation Line (BFE)

Limit of Study

Jurisdiction Boundary

Coastal Transect Baseline

Profile Baseline

Hydrographic Feature

OTHER FEATURES

Digital Data Available
No Digital Data Available
Unmapped

MAP PANELS



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/22/2023 at 6:44 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



93°17'12"W 44°17'12"N

1:6,000

Feet

2,000

1,500

1,000

500

250

Basemap Imagery Source: USGS National Map 2023

PRE PROJECT SUMMARY TABLE

HEC-RAS Plan: Plan 02 River: RIVER-1 Reach: Reach-1

Reach	River Sta	Profile	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	Crit W.S. (ft)	E.G. Elev (ft)	E.G. Slope (ft/ft)	Vel Chnl (ft/s)	Flow Area (sq ft)	Top Width (ft)	Froude # Chl
Reach-1	78	PF 1	590.00	997.60	999.22		999.29	0.002321	2.65	311.09	336.37	0.38
Reach-1	78	PF 2	1270.00	997.60	999.73		999.85	0.002925	3.62	498.88	403.60	0.45
Reach-1	78	PF 3	1600.00	997.60	999.88		1000.03	0.003385	4.09	559.99	423.18	0.49
Reach-1	78	PF 4	2700.00	997.60	1000.51		1000.70	0.003128	4.67	871.31	557.68	0.50
Reach-1	77	PF 1	590.00	992.60	996.93	996.61	997.17	0.003067	4.56	214.77	249.70	0.48
Reach-1	77	PF 2	1270.00	992.60	997.96		998.10	0.001770	4.28	571.40	445.57	0.39
Reach-1	77	PF 3	1600.00	992.60	998.49		998.59	0.001150	3.76	834.65	546.86	0.32
Reach-1	77	PF 4	2700.00	992.60	999.76		999.82	0.000549	3.09	1647.53	717.39	0.23
Reach-1	76	PF 1	590.00	991.40	995.40		995.46	0.000889	2.67	381.10	301.94	0.27
Reach-1	76	PF 2	1270.00	991.40	997.67		997.69	0.000144	1.55	1433.10	570.31	0.12
Reach-1	76	PF 3	1600.00	991.40	998.23		998.25	0.000131	1.58	1769.19	644.88	0.11
Reach-1	76	PF 4	2700.00	991.40	999.55		999.57	0.000120	1.73	2792.36	894.56	0.11
Reach-1	75	PF 1	590.00	989.80	995.34		995.34	0.000034	0.70	1187.75	369.77	0.06
Reach-1	75	PF 2	1270.00	989.80	997.62		997.63	0.000029	0.84	2106.79	425.99	0.06
Reach-1	75	PF 3	1600.00	989.80	998.18		998.19	0.000033	0.94	2346.41	434.66	0.06
Reach-1	75	PF 4	2700.00	989.80	999.48		999.50	0.000048	1.26	2926.75	454.60	0.07
Reach-1	74.5	PF 1	590.00	990.10	995.32	992.70	995.33	0.000079	1.13	865.58	238.10	0.09
Reach-1	74.5	PF 2	1270.00	990.10	997.60	994.10	997.62	0.000084	1.49	1473.43	295.10	0.10
Reach-1	74.5	PF 3	1600.00	990.10	998.16	994.11	998.18	0.000099	1.70	1640.38	308.92	0.11
Reach-1	74.5	PF 4	2700.00	990.10	999.45	994.11	999.48	0.000148	2.29	2057.47	330.00	0.13
Reach-1	74.4	PF 1	590.00	990.10	995.31	991.83	995.33	0.000057	1.78	854.02	237.72	0.14
Reach-1	74.4	PF 2	1270.00	990.10	997.58	992.58	997.61	0.000062	2.39	1457.95	294.46	0.16
Reach-1	74.4	PF 3	1600.00	990.10	998.12	992.90	998.17	0.000074	2.75	1622.18	308.09	0.17
Reach-1	74.4	PF 4	2700.00	990.10	999.39	993.57	999.47	0.000114	3.76	2029.85	330.00	0.22
Reach-1	74.35001		Bridge									
Reach-1	74.3	PF 1	590.00	990.10	994.33		994.36	0.000131	2.32	632.90	213.20	0.21
Reach-1	74.3	PF 2	1270.00	990.10	993.98		994.19	0.000858	5.58	559.68	204.43	0.52
Reach-1	74.3	PF 3	1600.00	990.10	994.44		994.69	0.000871	6.09	656.57	215.96	0.54
Reach-1	74.3	PF 4	2700.00	990.10	995.42		995.83	0.001100	7.92	881.24	240.56	0.62
Reach-1	74.2	PF 1	590.00	990.10	992.68	992.68	993.98	0.017139	9.15	64.50	172.00	1.00
Reach-1	74.2	PF 2	1270.00	990.10	994.03	993.90	994.12	0.001212	3.22	578.39	205.75	0.29
Reach-1	74.2	PF 3	1600.00	990.10	994.50	993.91	994.60	0.001223	3.49	678.35	217.55	0.29
Reach-1	74.2	PF 4	2700.00	990.10	995.53	993.91	995.69	0.001496	4.44	915.96	243.33	0.34
Reach-1	74.1	PF 1	590.00	987.60	991.87		992.34	0.007281	7.00	137.11	85.29	0.66
Reach-1	74.1	PF 2	1270.00	987.60	993.21		993.73	0.006329	8.10	283.11	141.02	0.65
Reach-1	74.1	PF 3	1600.00	987.60	993.76		994.25	0.005478	8.10	368.40	168.84	0.62
Reach-1	74.1	PF 4	2700.00	987.60	994.63		995.26	0.006428	9.70	535.08	211.62	0.68
Reach-1	74	PF 1	590.00	984.60	989.17		989.49	0.004703	5.94	163.52	92.14	0.54
Reach-1	74	PF 2	1270.00	984.60	990.23		990.74	0.006144	8.01	286.81	142.34	0.64
Reach-1	74	PF 3	1600.00	984.60	990.43		991.10	0.007844	9.29	315.42	152.16	0.73
Reach-1	74	PF 4	2700.00	984.60	991.68		992.29	0.006134	9.52	545.22	213.54	0.67
Reach-1	73	PF 1	590.00	979.40	986.47	984.98	986.70	0.002434	5.78	254.53	175.58	0.40
Reach-1	73	PF 2	1270.00	979.40	987.75	986.76	987.92	0.002004	5.93	530.28	255.01	0.38
Reach-1	73	PF 3	1600.00	979.40	988.42	987.00	988.54	0.001471	5.37	710.87	284.87	0.33
Reach-1	73	PF 4	2700.00	979.40	988.93		989.15	0.002383	7.11	858.69	291.63	0.42
Reach-1	72.1	PF 1	590.00	978.60	981.89	981.89	982.99	0.015254	9.70	80.73	38.72	0.97
Reach-1	72.1	PF 2	1270.00	978.60	983.77	983.46	985.01	0.010231	10.91	168.17	54.43	0.86
Reach-1	72.1	PF 3	1600.00	978.60	985.24	983.79	986.39	0.007396	11.01	317.45	212.25	0.76
Reach-1	72.1	PF 4	2700.00	978.60	987.66		987.86	0.001367	5.86	1003.98	308.65	0.35
Reach-1	72.03	PF 1	590.00	977.50	982.25	979.40	982.35	0.000671	2.69	257.94	76.02	0.22
Reach-1	72.03	PF 2	1270.00	977.50	984.39	980.56	984.54	0.000687	3.50	477.92	159.56	0.24
Reach-1	72.03	PF 3	1600.00	977.50	985.78	981.03	985.91	0.000480	3.31	639.72	290.55	0.20
Reach-1	72.03	PF 4	2700.00	977.50	987.59	982.00	987.79	0.000581	4.16	855.67	334.04	0.23
Reach-1	72.02	PF 1	590.00	977.50	982.08	979.41	982.20	0.000803	2.88	230.38	62.48	0.24
Reach-1	72.02	PF 2	1270.00	977.50	984.13	980.58	984.36	0.000979	4.08	369.51	77.32	0.28
Reach-1	72.02	PF 3	1600.00	977.50	985.55	981.08	985.77	0.000747	4.06	514.87	156.27	0.25
Reach-1	72.02	PF 4	2700.00	977.50	987.32	982.43	987.62	0.000864	4.98	724.60	260.52	0.28
Reach-1	72.01	PF 1	590.00	977.50	982.04		982.16	0.000832	2.91	227.61	62.25	0.24
Reach-1	72.01	PF 2	1270.00	977.50	984.07		984.31	0.001029	4.15	364.93	80.17	0.29
Reach-1	72.01	PF 3	1600.00	977.50	985.52		985.73	0.000745	4.04	599.21	243.43	0.25
Reach-1	72.01	PF 4	2700.00	977.50	987.35		987.52	0.000582	4.10	1172.47	333.58	0.23
Reach-1	72	PF 1	590.00	976.60	981.26		981.73	0.004126	6.44	122.13	39.33	0.54
Reach-1	72	PF 2	1270.00	976.60	982.55		983.62	0.007017	9.95	177.17	46.04	0.73

HEC-RAS Plan: Plan 02 River: RIVER-1 Reach: Reach-1 (Continued)

Reach	River Sta	Profile	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	Crit W.S. (ft)	E.G. Elev (ft)	E.G. Slope (ft/ft)	Vel Chnl (ft/s)	Flow Area (sq ft)	Top Width (ft)	Froude # Chl
Reach-1	72	PF 3	1600.00	976.60	984.51		985.28	0.003667	8.74	285.40	75.05	0.55
Reach-1	72	PF 4	2700.00	976.60	986.14	983.63	987.05	0.004181	10.61	611.05	283.63	0.61
Reach-1	71.9	PF 1	590.00	976.80	981.37		981.55	0.001546	3.52	182.75	55.22	0.32
Reach-1	71.9	PF 2	1270.00	976.80	982.88		983.27	0.002200	5.26	270.25	60.72	0.40
Reach-1	71.9	PF 3	1600.00	976.80	984.75		985.06	0.001182	4.72	390.46	67.55	0.31
Reach-1	71.9	PF 4	2700.00	976.80	986.29		986.84	0.001665	6.38	499.13	92.12	0.38
Reach-1	71.3	PF 1	590.00	975.30	981.36	977.99	981.48	0.000628	2.80	210.47	60.65	0.22
Reach-1	71.3	PF 2	1270.00	975.30	982.84	979.26	983.18	0.001276	4.71	269.50	66.03	0.32
Reach-1	71.3	PF 3	1600.00	975.30	984.67	979.78	985.01	0.000907	4.67	342.86	72.72	0.28
Reach-1	71.3	PF 4	2700.00	975.30	985.99	981.30	986.72	0.001601	6.82	395.79	290.12	0.38
Reach-1	71.25		Bridge									
Reach-1	71.2	PF 1	590.00	975.30	981.36	977.99	981.48	0.000628	2.80	210.45	60.65	0.22
Reach-1	71.2	PF 2	1270.00	975.30	982.84	979.25	983.18	0.001277	4.71	269.44	66.02	0.32
Reach-1	71.2	PF 3	1600.00	975.30	984.67	979.78	985.01	0.000908	4.67	342.80	72.71	0.28
Reach-1	71.2	PF 4	2700.00	975.30	985.61	981.32	986.39	0.001827	7.10	380.47	258.37	0.41
Reach-1	71.1	PF 1	590.00	974.60	981.19		981.37	0.001434	4.24	233.23	112.76	0.30
Reach-1	71.1	PF 2	1270.00	974.60	982.78		982.97	0.001416	4.92	539.69	256.89	0.31
Reach-1	71.1	PF 3	1600.00	974.60	984.76		984.81	0.000330	2.76	1056.92	265.28	0.16
Reach-1	71.1	PF 4	2700.00	974.60	985.89		985.96	0.000440	3.43	1357.35	270.27	0.18
Reach-1	71	PF 1	590.00	974.60	980.80	978.93	981.05	0.001996	4.79	194.26	92.83	0.35
Reach-1	71	PF 2	1270.00	974.60	982.30	980.82	982.61	0.002329	6.04	418.54	209.85	0.40
Reach-1	71	PF 3	1600.00	974.60	984.70	981.10	984.75	0.000346	2.82	1040.11	265.00	0.16
Reach-1	71	PF 4	2700.00	974.60	985.80	982.80	985.88	0.000463	3.51	1334.29	269.89	0.19

AS BUILT SUMMARY TABLE

HEC-RAS Plan: Plan 02 River: RIVER-1 Reach: Reach-1

Reach	River Sta	Profile	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	Crit W.S. (ft)	E.G. Elev (ft)	E.G. Slope (ft/ft)	Vel Chnl (ft/s)	Flow Area (sq ft)	Top Width (ft)	Froude # Chl
Reach-1	78	PF 1	590.00	997.60	999.22		999.29	0.002321	2.65	311.09	336.37	0.38
Reach-1	78	PF 2	1270.00	997.60	999.73		999.85	0.002925	3.62	498.88	403.60	0.45
Reach-1	78	PF 3	1600.00	997.60	999.88		1000.03	0.003385	4.09	559.99	423.18	0.49
Reach-1	78	PF 4	2700.00	997.60	1000.51		1000.70	0.003128	4.67	871.31	557.68	0.50
Reach-1	77	PF 1	590.00	992.60	996.93	996.61	997.17	0.003067	4.56	214.77	249.70	0.48
Reach-1	77	PF 2	1270.00	992.60	997.96		998.10	0.001770	4.28	571.40	445.57	0.39
Reach-1	77	PF 3	1600.00	992.60	998.49		998.59	0.001150	3.76	834.65	546.86	0.32
Reach-1	77	PF 4	2700.00	992.60	999.76		999.82	0.000549	3.09	1647.53	717.39	0.23
Reach-1	76	PF 1	590.00	991.40	995.40		995.46	0.000889	2.67	381.10	301.94	0.27
Reach-1	76	PF 2	1270.00	991.40	997.67		997.69	0.000144	1.55	1433.10	570.31	0.12
Reach-1	76	PF 3	1600.00	991.40	998.23		998.25	0.000131	1.58	1769.19	644.88	0.11
Reach-1	76	PF 4	2700.00	991.40	999.55		999.57	0.000120	1.73	2792.36	894.56	0.11
Reach-1	75	PF 1	590.00	989.80	995.34		995.34	0.000034	0.70	1187.75	369.77	0.06
Reach-1	75	PF 2	1270.00	989.80	997.62		997.63	0.000029	0.84	2106.79	425.99	0.06
Reach-1	75	PF 3	1600.00	989.80	998.18		998.19	0.000033	0.94	2346.41	434.66	0.06
Reach-1	75	PF 4	2700.00	989.80	999.48		999.50	0.000048	1.26	2926.75	454.60	0.07
Reach-1	74.5	PF 1	590.00	990.10	995.32	992.70	995.33	0.000079	1.13	865.58	238.10	0.09
Reach-1	74.5	PF 2	1270.00	990.10	997.60	994.10	997.62	0.000084	1.49	1473.43	295.10	0.10
Reach-1	74.5	PF 3	1600.00	990.10	998.16	994.11	998.18	0.000099	1.70	1640.38	308.92	0.11
Reach-1	74.5	PF 4	2700.00	990.10	999.45	994.11	999.48	0.000148	2.29	2057.47	330.00	0.13
Reach-1	74.4	PF 1	590.00	990.10	995.31	991.83	995.33	0.000057	1.78	854.02	237.72	0.14
Reach-1	74.4	PF 2	1270.00	990.10	997.58	992.58	997.61	0.000062	2.39	1457.95	294.46	0.16
Reach-1	74.4	PF 3	1600.00	990.10	998.12	992.90	998.17	0.000074	2.75	1622.18	308.09	0.17
Reach-1	74.4	PF 4	2700.00	990.10	999.39	993.57	999.47	0.000114	3.76	2029.85	330.00	0.22
Reach-1	74.35001		Bridge									
Reach-1	74.3	PF 1	590.00	990.10	994.33		994.36	0.000131	2.32	632.90	213.20	0.21
Reach-1	74.3	PF 2	1270.00	990.10	993.98		994.19	0.000858	5.58	559.68	204.43	0.52
Reach-1	74.3	PF 3	1600.00	990.10	994.44		994.69	0.000871	6.09	656.57	215.96	0.54
Reach-1	74.3	PF 4	2700.00	990.10	995.42		995.83	0.001100	7.92	881.24	240.56	0.62
Reach-1	74.2	PF 1	590.00	990.10	992.68	992.68	993.98	0.017139	9.15	64.50	172.00	1.00
Reach-1	74.2	PF 2	1270.00	990.10	994.03	993.90	994.12	0.001212	3.22	578.39	205.75	0.29
Reach-1	74.2	PF 3	1600.00	990.10	994.50	993.91	994.60	0.001223	3.49	678.35	217.55	0.29
Reach-1	74.2	PF 4	2700.00	990.10	995.53	993.91	995.69	0.001496	4.44	915.96	243.33	0.34
Reach-1	74.1	PF 1	590.00	987.60	991.87		992.34	0.007281	7.00	137.11	85.29	0.66
Reach-1	74.1	PF 2	1270.00	987.60	993.21		993.73	0.006329	8.10	283.11	141.02	0.65
Reach-1	74.1	PF 3	1600.00	987.60	993.76		994.25	0.005478	8.10	368.40	168.84	0.62
Reach-1	74.1	PF 4	2700.00	987.60	994.63		995.26	0.006428	9.70	535.08	211.62	0.68
Reach-1	74	PF 1	590.00	984.60	989.17		989.49	0.004703	5.94	163.52	92.14	0.54
Reach-1	74	PF 2	1270.00	984.60	990.23		990.74	0.006144	8.01	286.81	142.34	0.64
Reach-1	74	PF 3	1600.00	984.60	990.43		991.10	0.007844	9.29	315.42	152.16	0.73
Reach-1	74	PF 4	2700.00	984.60	991.68		992.29	0.006134	9.52	545.22	213.54	0.67
Reach-1	73	PF 1	590.00	979.40	986.47	984.98	986.70	0.002434	5.78	254.53	175.58	0.40
Reach-1	73	PF 2	1270.00	979.40	987.75	986.76	987.92	0.002004	5.93	530.28	255.01	0.38
Reach-1	73	PF 3	1600.00	979.40	988.42	987.00	988.54	0.001471	5.37	710.87	284.87	0.33
Reach-1	73	PF 4	2700.00	979.40	988.93		989.15	0.002383	7.11	858.69	291.63	0.42
Reach-1	72.1	PF 1	590.00	978.60	981.89	981.89	982.99	0.015254	9.70	80.73	38.72	0.97
Reach-1	72.1	PF 2	1270.00	978.60	983.77	983.46	985.01	0.010231	10.91	168.17	54.43	0.86
Reach-1	72.1	PF 3	1600.00	978.60	985.24	983.79	986.39	0.007396	11.01	317.45	212.25	0.76
Reach-1	72.1	PF 4	2700.00	978.60	987.66		987.86	0.001367	5.86	1003.98	308.65	0.35
Reach-1	72.03	PF 1	590.00	977.50	982.25	979.40	982.35	0.000671	2.69	257.94	76.02	0.22
Reach-1	72.03	PF 2	1270.00	977.50	984.39	980.56	984.54	0.000687	3.50	477.92	159.56	0.24
Reach-1	72.03	PF 3	1600.00	977.50	985.78	981.03	985.91	0.000480	3.31	639.72	290.55	0.20
Reach-1	72.03	PF 4	2700.00	977.50	987.59	982.00	987.79	0.000581	4.16	855.67	334.04	0.23
Reach-1	72.02	PF 1	590.00	977.50	982.08	979.41	982.20	0.000803	2.88	230.38	62.48	0.24
Reach-1	72.02	PF 2	1270.00	977.50	984.13	980.58	984.36	0.000979	4.08	369.51	77.32	0.28
Reach-1	72.02	PF 3	1600.00	977.50	985.55	981.08	985.77	0.000747	4.06	514.87	156.27	0.25
Reach-1	72.02	PF 4	2700.00	977.50	987.32	982.43	987.62	0.000864	4.98	724.60	260.52	0.28
Reach-1	72.01	PF 1	590.00	977.50	982.04		982.16	0.000832	2.91	227.61	62.25	0.24
Reach-1	72.01	PF 2	1270.00	977.50	984.07		984.31	0.001029	4.15	364.93	80.17	0.29
Reach-1	72.01	PF 3	1600.00	977.50	985.52		985.73	0.000745	4.04	599.21	243.43	0.25
Reach-1	72.01	PF 4	2700.00	977.50	987.35		987.52	0.000582	4.10	1172.47	333.58	0.23
Reach-1	72	PF 1	590.00	976.60	981.26		981.73	0.004126	6.44	122.13	39.33	0.54
Reach-1	72	PF 2	1270.00	976.60	982.55		983.62	0.007017	9.95	177.17	46.04	0.73

HEC-RAS Plan: Plan 02 River: RIVER-1 Reach: Reach-1 (Continued)

Reach	River Sta	Profile	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	Crit W.S. (ft)	E.G. Elev (ft)	E.G. Slope (ft/ft)	Vel Chnl (ft/s)	Flow Area (sq ft)	Top Width (ft)	Froude # Chl
Reach-1	72	PF 3	1600.00	976.60	984.51		985.28	0.003667	8.74	285.40	75.05	0.55
Reach-1	72	PF 4	2700.00	976.60	986.14	983.63	987.05	0.004181	10.61	611.05	283.63	0.61
Reach-1	71.9	PF 1	590.00	976.80	981.37		981.55	0.001546	3.52	182.75	55.22	0.32
Reach-1	71.9	PF 2	1270.00	976.80	982.88		983.27	0.002200	5.26	270.25	60.72	0.40
Reach-1	71.9	PF 3	1600.00	976.80	984.75		985.06	0.001182	4.72	390.46	67.55	0.31
Reach-1	71.9	PF 4	2700.00	976.80	986.29		986.84	0.001665	6.38	499.13	92.12	0.38
Reach-1	71.3	PF 1	590.00	975.30	981.36	977.99	981.48	0.000628	2.80	210.47	60.65	0.22
Reach-1	71.3	PF 2	1270.00	975.30	982.84	979.26	983.18	0.001276	4.71	269.50	66.03	0.32
Reach-1	71.3	PF 3	1600.00	975.30	984.67	979.78	985.01	0.000907	4.67	342.86	72.72	0.28
Reach-1	71.3	PF 4	2700.00	975.30	985.99	981.30	986.72	0.001601	6.82	395.79	290.12	0.38
Reach-1	71.25		Bridge									
Reach-1	71.2	PF 1	590.00	975.30	981.36	977.99	981.48	0.000628	2.80	210.45	60.65	0.22
Reach-1	71.2	PF 2	1270.00	975.30	982.84	979.25	983.18	0.001277	4.71	269.44	66.02	0.32
Reach-1	71.2	PF 3	1600.00	975.30	984.67	979.78	985.01	0.000908	4.67	342.80	72.71	0.28
Reach-1	71.2	PF 4	2700.00	975.30	985.61	981.32	986.39	0.001827	7.10	380.47	258.37	0.41
Reach-1	71.1	PF 1	590.00	974.60	981.19		981.37	0.001434	4.24	233.23	112.76	0.30
Reach-1	71.1	PF 2	1270.00	974.60	982.78		982.97	0.001416	4.92	539.69	256.89	0.31
Reach-1	71.1	PF 3	1600.00	974.60	984.76		984.81	0.000330	2.76	1056.92	265.28	0.16
Reach-1	71.1	PF 4	2700.00	974.60	985.89		985.96	0.000440	3.43	1357.35	270.27	0.18
Reach-1	71	PF 1	590.00	974.60	980.80	978.93	981.05	0.001996	4.79	194.26	92.83	0.35
Reach-1	71	PF 2	1270.00	974.60	982.30	980.82	982.61	0.002329	6.04	418.54	209.85	0.40
Reach-1	71	PF 3	1600.00	974.60	984.70	981.10	984.75	0.000346	2.82	1040.11	265.00	0.16
Reach-1	71	PF 4	2700.00	974.60	985.80	982.80	985.88	0.000463	3.51	1334.29	269.89	0.19

EXHIBIT B
MN DNR DETERMINATION VIA EMAIL

(Attach documents after this page)

Harry Davis

From: Weiss, Jeff (DNR) <Jeff.Weiss@state.mn.us>
Sent: Tuesday, June 16, 2026 9:02 AM
To: Harry Davis; Strauss, Ceil C (DNR); Todd.Piepho
Cc: Mark DuChene; David Wanberg; Leslie McGillivray-Rivas; Riggs, Scott J.; Short, Jean M.
Subject: RE: Floodplain Violation - 1615 Division St W Faribault MN

Harry,

From my perspective, the report and signed certificate are enough, as long as someone approves the certification (local floodplain administrator and/or DNR staff). Then, of course, saving the appropriate files/emails for future reference.

The nuances I could go into are more related to the review/approval process, but it seems like we're passed that.

Todd might have something else to add from the permitting side, but I see that he's out this week. Not to step on his toes, but from my past experience, it looks to me like we've checked all of the necessary boxes, even if they were a little out of order.

Jeff

From: Harry Davis <hdavis@faribaultmn.gov>
Sent: Monday, June 15, 2026 4:11 PM
To: Weiss, Jeff (DNR) <Jeff.Weiss@state.mn.us>; Strauss, Ceil C (DNR) <ceil.strauss@state.mn.us>; Piepho, Todd (DNR) <todd.piepho@state.mn.us>
Cc: Mark DuChene <mduchene@faribaultmn.gov>; David Wanberg <dwanberg@faribaultmn.gov>; Leslie McGillivray-Rivas <lmcgrivas@faribaultmn.gov>; Riggs, Scott J. <sriggs@Kennedy-Graven.com>; Short, Jean M. <jshort@Kennedy-Graven.com>
Subject: RE: Floodplain Violation - 1615 Division St W Faribault MN

Jeff,

Please let me know if there needs to be a formal separate document or if the report is enough.

Harry



HARRY DAVIS, AICP
City Planning Manager

OFFICE | 507-333-0388

EMAIL | hdavis@faribaultmn.gov

WEB | www.faribault.org

ADDRESS | 208 NW 1st Avenue, Faribault, MN 55021

From: Harry Davis
Sent: Wednesday, June 10, 2026 3:20 PM
To: 'Weiss, Jeff (DNR)' <Jeff.Weiss@state.mn.us>; Strauss, Ceil C (DNR) <ceil.strauss@state.mn.us>; Todd.Piepho

<Todd.Piepho@state.mn.us>

Cc: Mark DuChene <mduchene@faribaultmn.gov>; David Wanberg <dwanberg@faribaultmn.gov>; Leslie McGillivray-Rivas <lmcgrivas@faribaultmn.gov>; Riggs, Scott J. <sriggs@Kennedy-Graven.com>; Short, Jean M. <jshort@Kennedy-Graven.com>

Subject: RE: Floodplain Violation - 1615 Division St W Faribault MN

Hi Jeff,

That is fantastic news for the property owner. Do we have to put together a formal document or anything for the DNR or our records? Or is the documentation from the consultant enough?

Harry



HARRY DAVIS, AICP

City Planning Manager

OFFICE | 507-333-0388

EMAIL | hdavis@faribaultmn.gov

WEB | www.faribault.org

ADDRESS | 208 NW 1st Avenue, Faribault, MN 55021

From: Weiss, Jeff (DNR) <Jeff.Weiss@state.mn.us>

Sent: Wednesday, June 10, 2026 2:43 PM

To: Harry Davis <hdavis@faribaultmn.gov>; Strauss, Ceil C (DNR) <ceil.strauss@state.mn.us>; Todd.Piepho <Todd.Piepho@state.mn.us>

Cc: Mark DuChene <mduchene@faribaultmn.gov>; David Wanberg <dwanberg@faribaultmn.gov>; Leslie McGillivray-Rivas <lmcgrivas@faribaultmn.gov>; Riggs, Scott J. <sriggs@Kennedy-Graven.com>; Short, Jean M. <jshort@Kennedy-Graven.com>

Subject: RE: Floodplain Violation - 1615 Division St W Faribault MN

Hi Harry,

I have reviewed the report, and I concur with the no-rise determination.

Jeff

Jeff Weiss, PE, CFM

(he/him/his)

Floodplain Engineer | Division of Ecological and Water Resources

Minnesota Department of Natural Resources

500 Lafayette Road

St. Paul, MN 55155

Phone: 651-259-5802

Email: jeff.weiss@state.mn.us

mndnr.gov





From: Harry Davis <hdavis@faribaultmn.gov>
Sent: Monday, June 8, 2026 2:35 PM
To: Weiss, Jeff (DNR) <Jeff.Weiss@state.mn.us>; Strauss, Ceil C (DNR) <ceil.strauss@state.mn.us>; Piepho, Todd (DNR) <todd.piepho@state.mn.us>
Cc: Mark DuChene <mduchene@faribaultmn.gov>; David Wanberg <dwanberg@faribaultmn.gov>; Leslie McGillivray-Rivas <lmcgrivas@faribaultmn.gov>; Riggs, Scott J. <sriggs@Kennedy-Graven.com>; Short, Jean M. <jshort@Kennedy-Graven.com>
Subject: RE: Floodplain Violation - 1615 Division St W Faribault MN

Jeff,

If you are able and have time to review, your help is super appreciated. We don't have anyone on staff who knows how to review one of these certificates for completeness and accuracy.

Harry



HARRY DAVIS, AICP
City Planning Manager

OFFICE | 507-333-0388

EMAIL | hdavis@faribaultmn.gov

WEB | www.faribault.org

ADDRESS | 208 NW 1st Avenue, Faribault, MN 55021

From: Weiss, Jeff (DNR) <Jeff.Weiss@state.mn.us>
Sent: Friday, June 5, 2026 2:08 PM
To: Harry Davis <hdavis@faribaultmn.gov>; Strauss, Ceil C (DNR) <ceil.strauss@state.mn.us>; Todd.Piepho <Todd.Piepho@state.mn.us>
Cc: Mark DuChene <mduchene@faribaultmn.gov>; David Wanberg <dwanberg@faribaultmn.gov>; Leslie McGillivray-Rivas <lmcgrivas@faribaultmn.gov>; Riggs, Scott J. <sriggs@Kennedy-Graven.com>; Short, Jean M. <jshort@Kennedy-Graven.com>
Subject: RE: Floodplain Violation - 1615 Division St W Faribault MN

Hi Harry,

I was out for the first half of this week, and I don't see a response to this email string. Do you need DNR to review the documents?

Jeff

Jeff Weiss, PE, CFM

(he/him/his)

Floodplain Engineer | Division of Ecological and Water Resources

Minnesota Department of Natural Resources

500 Lafayette Road
St. Paul, MN 55155
Phone: 651-259-5802
Email: jeff.weiss@state.mn.us
mndnr.gov



From: Harry Davis <hdavis@faribaultmn.gov>
Sent: Friday, May 29, 2026 3:43 PM
To: Strauss, Ceil C (DNR) <ceil.strauss@state.mn.us>; Piepho, Todd (DNR) <todd.piepho@state.mn.us>; Weiss, Jeff (DNR) <Jeff.Weiss@state.mn.us>
Cc: Mark DuChene <mduchene@faribaultmn.gov>; David Wanberg <dwanberg@faribaultmn.gov>; Leslie McGillivray-Rivas <lmcgrivas@faribaultmn.gov>; Riggs, Scott J. <sriggs@Kennedy-Graven.com>; Short, Jean M. <jshort@Kennedy-Graven.com>
Subject: FW: Floodplain Violation - 1615 Division St W Faribault MN

This message may be from an external email source.

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

Hi all,

Mark—is there anyone in Engineering or Public Works who would be able to review this?

Ceil/Todd/Jeff—if we don't have anyone that can, is there someone we can work with at the DNR to review the documents?

Harry



HARRY DAVIS, AICP
City Planning Manager

OFFICE | 507-333-0388

EMAIL | hdavis@faribaultmn.gov

WEB | www.faribault.org

ADDRESS | 208 NW 1st Avenue, Faribault, MN 55021

From: KRYSTLE BLOCH <krystle@blochengineering.com>
Sent: Friday, May 29, 2026 3:21 PM
To: Harry Davis <hdavis@faribaultmn.gov>; Strauss, Ceil C (DNR) <ceil.strauss@state.mn.us>; Todd.Piepho <Todd.Piepho@state.mn.us>
Cc: Mark DuChene <mduchene@faribaultmn.gov>; Riggs, Scott J. <sriggs@Kennedy-Graven.com>; David Wanberg <dwanberg@faribaultmn.gov>; Jessica Kinser <jkinser@faribaultmn.gov>; Short, Jean M. <jshort@Kennedy-Graven.com>

Graven.com>; Weiss, Jeff (DNR) <jeff.weiss@state.mn.us>; shon dasheur <sdasheur@hotmail.com>

Subject: Re: Floodplain Violation - 1615 Division St W Faribault MN

Good afternoon,

Please find the attached No-Rise Certificate, as well as the attached No Rise Report. This report kept the previous HydroCAD information, and I've added the new HECRAS summary tables.

If any other items are needed, please let me know.

Thank you

Krystle Bloch, P.E.
Bloch Engineering, PLLC
www.blochengineering.com
p 507-995-2981

From: KRYSTLE BLOCH <krystle@blochengineering.com>

Sent: Tuesday, May 26, 2026 12:12 PM

To: Harry Davis <hdavis@faribaultmn.gov>; Strauss, Ceil C (DNR) <ceil.strauss@state.mn.us>; Todd.Piepho <Todd.Piepho@state.mn.us>

Cc: Mark DuChene <mduchene@faribaultmn.gov>; sriggs <sriggs@Kennedy-Graven.com>; David Wanberg <dwanberg@faribaultmn.gov>; Jessica Kinser <jkinser@faribaultmn.gov>; Short, Jean M. <jshort@Kennedy-Graven.com>

Subject: Re: Floodplain Violation - 1615 Division St W Faribault MN

Good morning,

I am just letting you know that I have been (and still am) working with the DNR to get through the HECRAS models and ensure we are in agreement with what I have shown.

I plan to submit a summary/narrative with the HECRAS results, once DNR has approved the final model.

Will anything else be needed from me for this submittal to ensure no further issues for Shon?

Thanks for your help,

Krystle Bloch, P.E.
Bloch Engineering, PLLC
www.blochengineering.com
p 507-995-2981

From: Harry Davis <hdavis@faribaultmn.gov>
Sent: Wednesday, March 11, 2026 1:46 PM
To: KRYSTLE BLOCH <krystle@blochengineering.com>; Strauss, Ceil C (DNR) <ceil.strauss@state.mn.us>; Todd.Piepho <Todd.Piepho@state.mn.us>
Cc: Mark DuChene <mduchene@faribaultmn.gov>; sriggs <sriggs@Kennedy-Graven.com>; David Wanberg <dwanberg@faribaultmn.gov>; Jessica Kinser <jkinser@faribaultmn.gov>; Short, Jean M. <jshort@Kennedy-Graven.com>
Subject: Re: Floodplain Violation - 1615 Division St W Faribault MN

Hello,

Attached is a follow-up letter to my January 2026 letter. The March 1 deadline has passed regarding selecting a consultant. I am requesting the property owner verify their chosen consultant and the timeline they intend to complete the no-rise certificate.

Harry



HARRY DAVIS, AICP

City Planning Manager

OFFICE | 507-333-0388

EMAIL | hdavis@faribaultmn.gov

WEB | www.faribault.org

ADDRESS | 208 NW 1st Avenue, Faribault, MN 55021

From: Harry Davis
Sent: Friday, January 9, 2026 10:37 AM
To: KRYSTLE BLOCH <krystle@blochengineering.com>; Todd.Piepho <Todd.Piepho@state.mn.us>; Strauss, Ceil C (DNR) <ceil.strauss@state.mn.us>
Cc: Mark DuChene <mduchene@faribaultmn.gov>; sriggs <sriggs@Kennedy-Graven.com>; David Wanberg <dwanberg@faribaultmn.gov>; Jessica Kinser <jkinser@faribaultmn.gov>; Short, Jean M. <jshort@Kennedy-Graven.com>
Subject: RE: Floodplain Violation - 1615 Division St W Faribault MN

Hi Krystle,

I am not aware of any discussions had or notifications sent to Shon Dasheur between those dates.

Harry



HARRY DAVIS, AICP

City Planning Manager

OFFICE | 507-333-0388

EMAIL | hdavis@faribaultmn.gov

WEB | www.faribault.org

ADDRESS | 208 NW 1st Avenue, Faribault, MN 55021

From: KRYSTLE BLOCH <krystle@blochengineering.com>

Sent: Friday, January 9, 2026 9:13 AM

To: Harry Davis <hdavis@faribaultmn.gov>; Todd.Piepho <Todd.Piepho@state.mn.us>; Strauss, Ceil C (DNR) <ceil.strauss@state.mn.us>

Cc: Mark DuChene <mduchene@faribaultmn.gov>; sriggs <sriggs@Kennedy-Graven.com>; David Wanberg <dwanberg@faribaultmn.gov>; Jessica Kinser <jkinser@faribaultmn.gov>; Short, Jean M. <jshort@Kennedy-Graven.com>

Subject: Re: Floodplain Violation - 1615 Division St W Faribault MN

Good morning,

Was Shon made aware of this after the no-rise was submitted? Was there communication between September 1, 2023 and Aug 13, 2025 (the emails dated in the attachment)?

I haven't heard anything about this since submittal, so I am just checking to see if I missed something in those 2 years.

Thanks,

Krystle Bloch, P.E.

Bloch Engineering, PLLC

www.blochengineering.com

p 507-995-2981

From: Harry Davis <hdavis@faribaultmn.gov>

Sent: Thursday, January 8, 2026 3:52 PM

To: KRYSTLE BLOCH <krystle@blochengineering.com>; Todd.Piepho <Todd.Piepho@state.mn.us>; Strauss, Ceil C (DNR) <ceil.strauss@state.mn.us>

Cc: Mark DuChene <mduchene@faribaultmn.gov>; sriggs <sriggs@Kennedy-Graven.com>; David Wanberg <dwanberg@faribaultmn.gov>; Jessica Kinser <jkinser@faribaultmn.gov>; Short, Jean M. <jshort@Kennedy-Graven.com>

Subject: Floodplain Violation - 1615 Division St W Faribault MN

Hello,

Attached is a violation letter and packet of information that will be delivered to Shon Dasheur at 1615 Division St W for placing fill in the floodplain. This is an ongoing violation since 2022.

Please reach out to me if you have questions.

Harry



HARRY DAVIS, AICP

City Planning Manager

OFFICE | 507-333-0388

EXHIBIT C
LEGAL DESCRIPTION OF PROPERTY

All that part of Lot 24, in Section 36, Township 110 North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, described as follows: Beginning at a point 4 rods West of the Northeast corner of the West One-half (W ½) of said Lot 24; thence South 40 rods; thence West 4 rods; thence North 40 rods; thence East 4 rods to the place of beginning.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: July 14, 2026
SUBJECT: Resolution 2026-202 Approve Professional Services Proposal for Reservoir Repair

Background:

The approved 2026 budget and Capital Improvement Plan (CIP) includes \$2,000,000.00 for the repair of a two-million-gallon concrete water reservoir located at 1225 Parshall St. The reservoir, constructed in 2002, has deficiencies in the concrete that are causing it to crack. If the cracks are not addressed, the tank will begin to leak. An agreement with KLM Engineering Inc., Woodbury, MN, was executed in November 2025 to conduct initial inspection services of the reservoir to assess the condition of the interior. During this inspection, the membrane liner installed inside the tank to prevent leaking failed and was required to be removed.

Attached is a professional service proposal from the partnership of I & S Group Inc. (ISG) Mankato, MN and KLM Engineering Inc. Woodbury, MN, for the four phases of the project, including design, construction documents, bidding and construction administration/observation services for the project. The fee for the agreement is not-to-exceed \$245,000.00. The fee could be reduced depending on how much construction administration/observation is required. Funding for the project will be provided by the Water Fund (601).

Plans and Specifications will be presented to the Council at a future meeting for approval. A tentative schedule would be design/bidding in late summer/fall with construction occurring in the spring of 2027.

Recommendation:

Approve Resolution 2026-202

Attachments:

1. Resolution 2026-202
2. 2026-07-09_ReservoirRepair_FaribaultMN_ISG

CITY OF FARIBAULT

RESOLUTION #2026- 202

APPROVE PROFESSIONAL SERVICES PROPOSAL FOR RESERVOIR REPAIR

WHEREAS, the City of Faribault operates a Public Water System; and

WHEREAS, improvements need to be made to a two-million-gallon concrete water reservoir; and

WHEREAS, the City 2026 Capital Improvement Plan and Budget includes \$2,000,000.00 for these improvements; and

WHEREAS, the City seeks assistance from a consulting engineering firm to complete the project.

NOW, THEREFORE BE IT RESOLVED, an agreement for design, bidding and construction administration and observation for improvements to a two-million-gallon concrete reservoir from I & S Group Inc. (ISG), Mankato, MN for not-to-exceed \$245,000.00 is hereby approved.

NOW, ALSO BE IT RESOLVED, that the Mayor and City Administrator are hereby authorized and directed to enter into contract with I & S Group Inc. (ISG), Mankato, MN in the name of the City of Faribault for the project.

Date Adopted: July 14, 2026

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

July 9, 2026

Travis Block

Public Works Director

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

507-333-0365
tblock@faribaultmn.gov

**RE: Professional Services Proposal for
Reservoir Repair**
Faribault, Minnesota

ISG

Travis,

As the City of Faribault looks to repair a concrete tank, I & S Group, Inc. (ISG) and KLM Engineering, Inc. stand eager and ready to assist. ISG understands the cast-in-place concrete tank was constructed about 20 years ago and has had issues since. A previous waterproof membrane was installed and has since failed.

ISG is committed to delivering excellence through the collective expertise of our multidisciplinary team. With this collaborative approach, we will provide the following scope of services to meet your project needs.

SCOPE OF SERVICES

Phase 1

Evaluation Matrix

ISG will prepare multi-option evaluation matrix using existing inspection reports and pictures by the end of August 2026. The matrix will include:

- Two (2) to four (4) rehabilitation options
- Cost, service life, and warranty for each

Recommended Repairs Report

To serve as the basis for development of tank deficiencies and outline repair requirements based on existing inspection reports, ISG will prepare a report including:

- Observed conditions and deficiencies
- The tank's structural and serviceability condition
- Available documentation, including original drawings, specifications, and prior reports
- Recommendations for repair and maintenance, including:
 - Crack repair
 - Joint and penetration sealing
 - Concrete surface restoration
 - Water tightness
- An opinion of probable cost to construct
- The estimated remaining service life following recommended repairs

This will be completed prior to site visit, included the evaluation matrix, and confirmed during site visit.

Phase 2

Scaffolding Set Up + Tear Down

ISG will coordinate with the City and KLM to find the most feasible time frame to take the tank out of service for a comprehensive evaluation. KLM will travel to Faribault and set up the OSHA compliant rolling scaffolding inside the reservoir for ISG's evaluation and return following ISG's evaluation to remove the scaffolding inside the reservoir. KLM will disinfect the reservoir per AWWA C652 Method 2 to be returned to service. KLM will also provide assistance with specification development if coatings are determined to be part of the reconditioning project.

Existing Conditions Documentation

During a September/October 2026 site visit, three (3) ISG professionals will perform a visual inspection of accessible interior and exterior tank surfaces to evaluate performance and identify repair needs. Observations will be documented through notes, photographs, and sketches as necessary, with attention given to:

- Evidence of leakage or moisture infiltration
- Surface deterioration such as spalling, scaling, or delamination
- Efflorescence and staining patterns
- Condition of joints, penetrations, and previous repairs

The findings will support evaluation and recommendations and inform the development of bidding specifications and typical details for the preferred repair option, with a planned deliverable in October 2026.

Repair + Exterior Restoration Specifications

Based on the field investigation, condition assessment, and City-approved methods and costs, ISG will develop technical specifications for concrete tank repairs and exterior restoration. Specifications will address:

- Crack repair, such as epoxy injection, chemical grouting, routing and sealing
- Repair of deteriorated or spalled concrete
- Joint and penetration sealing
- Material selection and performance criteria
- Improvement methods to improve water tightness
- Warranty period for improvements

ISG will also define exterior cleaning requirements to remove efflorescence and surface deposits, including recommended cleaning methods, precautions to protect the concrete substrate, and surface preparation for any subsequent treatments or coatings. All specifications will align with applicable industry regulatory standards, including American Concrete Institute, American Water Works Association, Ten States Standards, and Minnesota Department of Health. ISG will meet with City to review documents and incorporate comments at 30%, 60% and 90% milestones.

KLM Engineering Coordination

ISG will coordinate with KLM Engineering to evaluate and develop recommendations for an interior coating or liner system for the tank. ISG will incorporate KLM Engineering's input into the final design documents to provide a coordinated and constructible solution. This effort will include:

- Reviewing existing conditions and service environment
- Evaluating suitable coating or liner systems based on tank use
- Coordinating surface preparation and repair requirements for coating application
- Integrating coating system requirements into the project specifications

Phase 3

Bidding Administration

To assist with the solicitation of competitive general contractor bids, ISG will prepare an advertisement for bids (anticipated in November 2026). ISG is prepared to respond to contractor questions and issue clarifications via addendum if necessary. ISG will assist with bid evaluation, issuance of a recommendation of award, and preparation of the Notice to Proceed and the contract between the City and the selected contractor.

Phase 4

Construction Administration + Observation

This proposal assumes ISG will provide concrete inspection services and KLM will provide onsite construction administration and inspection services during surface preparation and coating application to the tank during construction. It is anticipated this work will be completed in spring 2027.

During construction, ISG will review shop drawings and submittals related to concrete work, coordinate and hold construction progress meetings, prepare and distribute agendas and meeting minutes, review and recommend action on payment applications and change orders, and assist with project closeout activities, including a site walkthrough and preparation of a punch list. Site visits and observations will be coordinated and performed on an as-needed basis.

ISG will also prepare and provide as-built plans at end of the project, a warranty walk through with City, and any deficiencies noted to the contractor to correct prior to warranty expiration.

DELIVERABLES

- Site visit documentation
- Recommended repairs report
- Draft and final construction documents
- Construction documentation, such as meeting minutes, site visit logs, photos and as-built plans

COMPENSATION

ISG proposes to provide the scope of work described within this proposal in accordance with the following schedule. Anticipated reimbursable expenses such as travel time, mileage expenses, and printing costs are included.

Phase	Cost
1	\$5,000
2	\$132,500
3	\$7,500
4	Not To Exceed \$100,000
Not-To-Exceed Total	\$245,000

ADDITIONAL SERVICES

ISG's goal for this proposal, like its services, is to be flexible in meeting the requirements of this project. Upon request, ISG can provide a subsequent proposal to assist with additional professional design and construction phase services needed to support this project as it moves forward.

ISG appreciates the opportunity to provide a solution tailored to the needs of the City of Faribault. Upon acceptance, please sign the acknowledgment box and return a copy of the proposal to our office. We look forward to providing you with responsive service, a collaborative experience, and timely delivery.

Sincerely,



Matt Zobel, PE

Structural Engineering Group Leader



Lenny Larson, PE

Water/Wastewater Group Leader

Applicable Contract

The General Terms and Conditions applicable to this Proposal are available at the link below and are hereby accepted and 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. ISG's compensation does not include sales or use taxes. Additional information can be found in our General Terms and Conditions.

bit.ly/2026-terms-isg



Acknowledgment of Acceptance

This proposal is valid for 30 days.

Accepted this _____ day of _____, 2026.

Company (Print): _____

Name (Print): _____

Title (Print): _____

Signature: _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Rochelle Anderholm-Parsch, Parks and Recreation Director
MEETING DATE: July 14, 2026
SUBJECT: Resolution 2026-203 Approve Street Closure for Peace Lutheran Preschool Event

Background:

Kellsey Meyer, on behalf of Peace Lutheran Preschool, has contacted us regarding a street closure to host a Bring Your Bike to School Day on Wednesday, July 29, 2026. They will be using their parking lot across the street and 6th Avenue SW in front of the school for a bike washing station, paths and bike safety skills.

They are requesting to close 6th Avenue SW between 2nd Street SW and 3rd Street SW from 7:30 a.m. to 3:30 p.m. This is the block in front of Peace Lutheran Preschool and their parking lot. No residences or businesses are affected by this closure. The time requested allows for set up and clean up.

Recommendation:

Approve Resolution 2026-203 as requested.

Attachments:

1. Resolution 2026-203 Approve Street Closure for Peace Lutheran Preschool Event Bring Your Bike to School Day
2. Street Closure Application

CITY OF FARIBAULT

RESOLUTION #2026-203

**APPROVE STREET CLOSURE FOR PEACE LUTHERAN PRESCHOOL EVENT –
BRING YOUR BIKE TO SCHOOL DAY**

WHEREAS, Peace Lutheran Preschool is hosting a Bring Your Bike to School Day on Wednesday, July 29, 2026; 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 6th Avenue SW from 2nd Street SW to 3rd Street SW will be closed from 7:30 a.m. to 3:30 p.m. on Wednesday, July 29, 2026, for the Peace Lutheran Preschool Bring Your Bike to School Day.

Adopted: July 14, 2026

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser City Administrator

Policy and Procedures for Street Closure

* Block Parties	* Family Reunions	* Receptions
* Church Festivals	* Block Garage Sales	* Other

1. Complete Application Form
2. The applicant and/or 2nd contact person must be available at all times during the hours of the event.
3. The applicant is responsible to contact all neighbors that are located within area and/or would have restricted access to their driveways.
4. Alcoholic beverages are not permitted on the street.
5. The applicant will abide by the City of Faribault Noise Ordinance. Events with outdoor music shall cease music before 11:00 p.m.
6. The applicant will be responsible for city traffic cones. (Pickup and Return)
7. In case of inclement weather or cancellation of the event please contact Public Works 333-0361 and/or Law Enforcement Center 334-4305 at your earliest convenience.
8. An approved "Street Closure Application" will be given to the applicant to have with him/her on the day of the event.
9. Upon application approval a copy of the application will be forwarded to the Law Enforcement Center and Fire Department .
10. Placement of obstructions, such as tents, shall only be allowed provided that the traveled street is not fully obstructed to permit for emergency vehicle access. Placement shall be approved by the Director of Public Works, Director of Fire and Code Services, or Chief of Police.
11. The City may require event insurance indemnifying the City for street closure requests that are open to the general public or when the closure request is anticipated to have a large number of attendees.
12. The street closure policy and procedures apply to streets of a residential nature. Collector or arterial streets shall not be closed except for public events as approved by City Council.



Street Closure Application

(I) (we) hereby request consideration for closure of 213 6th Ave SW

Street Address

between 2nd St. SW

and

3rd St. SW

(Street Name)

(Street Name)

for Peace Preschool event-bring your bike to school day.

(description of event)

between the hours of

8:30am

and

3:30pm

on

Date:

7-29-26

Applicant information:

Name:

Kellsey Meyer

Address:

213 6th Ave SW

Phone:

507-334-5999

2nd Contact person:

Name:

Hailey Swedberg

Address:

213 6th Ave SW

Phone:

507-334-5999

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

This application has been reviewed and approved on:

By:

Public Works Department

By:

Fire Department

By:

Police Department



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Dustin Dienst, Director of Fire & Code Services
MEETING DATE: July 14, 2026
SUBJECT: Resolution 2026-205 Approve Agreement for Services to be Performed by an Independent Contractor for Property Maintenance Purposes

Background:

The City has begun utilizing administrative fines for various ordinance violations. One such violation is tall grass and weeds, as stated in Chapter 31 of our Code of Ordinances. Fire and Code Services has been in charge of this function since 2025. As a part of enforcement, we have the ability, and responsibility, to remedy the ordinance violation in a timely manner. The City will hire a contractor to mow the tall grass and weeds on properties where the owner has not complied with the enforcement order in the time allotted by the inspector.

Attached is a proposed agreement from Property Pros LLC for the mowing of grass on properties that are not in compliance with enforcement orders.

Recommendation:

Approve Resolution 2026-205

Attachments:

1. Resolution 2026-205 Approve Agreement for Services to be Performed by an Independent Contractor for Property Maintenance Purposes
2. Agreement for Services between the City of Faribault and Property Pros

CITY OF FARIBAULT

RESOLUTION #2026- 205

Approve Agreement for Services to be Performed by an Independent Contractor for Property Maintenance Purposes

WHEREAS, the City of Faribault has adopted the Property Maintenance Code which sets minimum standards for property owners regarding the maintenance of their property; and

WHEREAS, the Fire and Code Services department enforces ordinances and the Property Maintenance Code on properties in the City; and

WHEREAS, when property owners do not fulfill their obligation to mow their yard, the City will utilize a third party to mitigate the violation; and

WHEREAS, Property Pros of Faribault LLC has submitted a reasonable price via contract to be the third party to mitigate yards when requested by City staff.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes City staff to utilize Property Pros for the mitigation of property maintenance issues.

Date Adopted: July 14, 2026

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

**AGREEMENT FOR SERVICES
PERFORMED BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made on the 26 day of May, 2026, between the CITY OF FARIBAULT ("City"), a Minnesota municipal corporation, whose business address is 208 NW First Avenue, Faribault, MN 55021, and Property Pros of Faribault ("Contractor"), a LLC, whose business address is 303 1st Ave NE #103
Faribault, MN 55021.

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

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

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

4. **Compensation for Services.** The City agrees to pay the Contractor for the services in the amount of \$ 75 /HR/PP. The Contractor shall submit to the City, on a monthly basis, itemized bills for the services performed under this Agreement. The Contractor will be paid by the City only for actual mowing services performed. Bills submitted shall be paid in the same manner as other claims made to the City.
5. **Term.** Unless otherwise terminated in accordance with this Agreement, the term of this Agreement shall be for 2026, commencing on the date first written above. Either party, without cause, may terminate this Agreement by seven days' written notice delivered to the other party at the address written above. After termination, the City shall have no further obligation to the Contractor except to compensate the Contractor for services performed prior to the date of the notice of termination.
6. **Subcontractors.** The Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City.
7. **Assignment.** Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.
8. **Indemnification.** The Contractor agrees to defend, indemnify and hold the City, its officials, employees, agents and contractors harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from an act or omission (including without limitation professional errors or omissions) of the Contractor, its agents, employees, or subcontractors in the performance of the services provided by this Agreement and against all losses by reason of the failure of the Contractor fully to perform, in any respect, all obligations under this Agreement.
9. **Workers' Compensation Insurance.** The Contractor shall have workers' compensation insurance coverage that meets the requirements of Minnesota law. The Contractor shall execute the form attached hereto prior to commencing work under this Agreement.
10. **Records Access.** The Contractor shall provide the City access to any books, documents, papers, and records which are directly pertinent to the Agreement, for the purpose of making audit, examination, excerpts, and transcriptions, for three years after final payments and all other pending matters related to this Agreement are closed.
11. **General Liability Insurance.** The Contractor shall maintain adequate insurance with limits acceptable to the City to protect him/her/itself and the City from claims and liability for injury or damages to persons or property for all work performed by the Contractor and its respective employees or agents under this Agreement. The Contractor shall name the City as an additional insured under its policy. Prior to performing any services under this Agreement, the Contractor shall provide evidence to the City that acceptable insurance coverage is in effect.

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

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

CONTRACTOR

By: Nick Almendarez

Its: partner

CITY

By: _____

Its: Mayor

By: _____

Its: City Administrator

**PROOF OF WORKERS' COMPENSATION
INSURANCE COVERAGE**

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

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

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

INSURANCE COMPANY NAME: Trux 3 associates
(**NOT** the insurance agent)

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

DATES OF COVERAGE: 3/10/26 - 3/10/27

- **OR** -

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

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

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


(Signature)

EXHIBIT A

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



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: July 14, 2026
SUBJECT: Resolution 2026-208 Approve Leasehold Mortgage Agreement for Lots #1200 and #1201 at Airport

Background:

RARE Aircraft LTD., has a hangar on lots #1200 and #1201 at the Airport. RARE Aircraft's lender, Reliance Bank, is requiring a leasehold mortgage be approved by the City as part of their lending requirements. A copy of the leasehold mortgage is attached. This requirement is also part of our private hangar land lease agreement.

Recommendation:

Approve Resolution 2026-208

Attachments:

1. Resolution 2026-208
2. Leasehold Mortgage

CITY OF FARIBAULT

RESOLUTION #2026- 208

**APPROVE LEASEHOLD MORTGAGE AGREEMENT FOR LOTS #1200 AND #1201
AT AIRPORT**

WHEREAS, RARE Aircraft currently owns a hangar on lots #1200 and #1201 at the Airport; and

WHEREAS, RARE Aircraft LTD.'s lender requires the City to approve a leasehold mortgage agreement for financial purposes.

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

Date Adopted: July 14, 2026

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

LEASEHOLD MORTGAGE

RECORDATION REQUESTED BY:

Reliance Bank
2300 NW 30th St
Faribault, MN 55021

WHEN RECORDED MAIL TO:

Reliance Bank
2300 NW 30th St
Faribault, MN 55021

MAXIMUM LIEN. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE **MAXIMUM** INDEBTEDNESS SECURED BY THIS MORTGAGE IS \$406,910.18

THIS MORTGAGE dated July 16, 2026, is made and executed between RARE Aircraft Ltd.; A Minnesota Corporation (referred to below as "Grantor") and City of Faribault; A Minnesota Municipal Corporation (referred to below as "Landlord") and Reliance Bank, whose address is 2300 NW 30th St, Faribault, MN 55021 (referred to below as "Lender").

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

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

The Real Property or its address is commonly known as 3401 Highway 21 W Hanger 1201, Faribault, MN 55021. The Real Property tax identification number is 18.14.3.00.918.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Insecurity. Lender in good faith believes itself insecure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

At Lender's option, Lender may:

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

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

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

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

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

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

connection with the operation of the Property.

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

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

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

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

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

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

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

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

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

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

Borrower. The word "Borrower" means RARE Aircraft Ltd. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

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

Grantor. The word "Grantor" means RARE Aircraft Ltd.

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

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

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

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

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

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

Lease. The word "Lease" means the lease of the Property dated October 13, 2009, between City of Faribault, Landlord and Grantor.

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

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

Note. The word "Note" means the promissory note dated July 16, 2026, **in the original principal amount of \$406,910.18** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is July 16, 2031.

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

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

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

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

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

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

GRANTOR:

QUALITY AVIATION, INC.

By: _____
Benjamin Redman, President of RARE Aircraft Ltd.

LANDLORD:

CITY OF FARIBAULT

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

By: _____
Thomas Spooner, Mayor of City of Faribault

This Mortgage was drafted by:

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

CORPORATE ACKNOWLEDGMENT

STATE OF _____

) ss

COUNTY OF _____

)

This instrument was acknowledged before me on _____, 20__ by **Benjamin Redman, President of RARE Aircraft Ltd..**

Signature of Notarial Officer

Title (and Rank)

My commission expires _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____

) ss

COUNTY OF _____

)

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

Signature of Notarial Officer

Title (and Rank)

My commission expires _____

Exhibit A

That part of the Southeast Quarter of Section 14, Township 110 North, Range 21 West, Rice County, Minnesota, described as follows: Commencing at the northwest corner of the Southwest Quarter of said Section 14; thence North 89 degrees 32 minutes 04 seconds East (assumed bearing) along the north line of said Southwest Quarter and the Southeast Quarter of Section 14, a distance of 4920.92 feet; thence South 37 degrees 10 minutes 39 seconds West 1712.70 feet to the point of beginning of the land to be described; thence continuing South 37 degrees 10 minutes 39 seconds West 14.00 feet; thence westerly 15.71 feet along a tangential curve concave to the north, having a central angle of 90 degrees 00 minutes 00 seconds and a radius of 10.00 feet; thence South 37 degrees 10 minutes 39 seconds West, not tangent to said curve, 16.00 feet; thence southerly 15.71 feet along a nontangential curve concave to the west, having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 10.00 feet and a chord which bears South 07 degrees 49 minutes 21 seconds East; thence South 37 degrees 10 minutes 39 seconds West, tangent to last described curve, a distance of 254.00 feet; thence South 52 degrees 49 minutes 21 seconds East 80.00 feet; thence North 37 degrees 10 minutes 39 seconds East 245.00 feet; thence South 52 degrees 49 minutes 21 seconds East 10.00 feet; thence North 37 degrees 10 minutes 39 seconds East 15.00 feet; thence easterly 15.71 feet along a tangential curve, concave to the south having a central angle of 90 degrees 00 minutes 00 seconds and a radius of 10.00 feet; thence South 52 degrees 49 minutes 21 seconds East, tangent to last described curve, a distance of 4.00 feet; thence easterly 15.71 feet along a tangential curve, concave to the north having a central angle of 90 degrees 00 minutes 00 seconds and a radius of 10.00 feet; thence North 37 degrees 10 minutes 39 seconds East, tangent to last described curve, a distance of 55.32 feet; thence North 39 degrees 55 minutes 36 seconds West 24.62 feet; thence South 37 degrees 10 minutes 39 seconds West 26.81 feet; thence westerly 15.71 feet along a tangential curve, concave to the north having a central angle of 90 degrees 00 minutes 00 seconds and a radius of 10.00 feet; thence North 52 degrees 49 minutes 21 seconds West, tangent to last described curve, a distance of 80.00 feet to the point of beginning.
Containing 26,768 square feet, more or less.
Subject to all easements and restrictions of record, if any.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: July 14, 2026
SUBJECT: Ordinance 2026-9 Amending Regulations Related to Cannabis and Hemp Businesses in the City of Faribault (Second Reading)

Background:

At the June 23, City Council Meeting, the Council approved the first reading of Ordinance 2026-9. Since that time there have been no changes to the ordinance.

Recommendation:

Approve Ordinance 2026-9.

Attachments:

1. Ordinance 2026-9 Cannabis Registration Updates

**CITY OF FARIBAULT
ORDINANCE No. 2026-9**

**AMENDING REGULATIONS RELATED TO CANNABIS AND HEMP
BUSINESSES IN THE CITY OF FARIBAULT**

THE CITY OF FARIBAULT ORDAINS that the City Code of Ordinances shall be amended by the deletions of the ~~stricken language~~ and the additions in underlined language as follows:

Section 1. Article 14, Sections 14-171 and 14-172 is amended as follows:

Sec. 14-171 Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this Section 14-171, except where the context clearly indicates a different meaning:

Applicant means an entity with a license or endorsement issued by the OCM that is applying for an initial registration or for registration renewal.

The Act means Minnesota Statutes, Chapter 342, as ~~ist~~ may be amended from time to time.

Cannabis Retailer means a business with a cannabis retailer license or cannabis retail endorsement from the OCM.

Lower-Potency Hemp Edible (LPHE) Retailer means a business with a lower-potency hemp edible retailer license or endorsement from the OCM.

Retailer means every business that is licensed under the Act and required to register with the City under Minnesota Statutes, section 342.22. Including cannabis businesses and lower-potency hemp edible retailers.

OCM means the Minnesota Office of Cannabis Management.

Potential Licensee means an entity that has not received a license from the OCM and is seeking a pre-license zoning certification.

**Sec. 14-171 Certification of Cannabis Businesses License
Application**

- (a) The City Council is authorized to certify whether a potential licensee complies with the City's zoning ordinances, this Chapter, and if

applicable, with state fire code and building code pursuant to Minnesota Statutes, section 342.13.

- (b) Potential licensees are responsible for obtaining all necessary zoning, building, and fire code approvals prior to the City receiving the request for certification from the OCM. If a potential licensee fails to obtain necessary zoning approvals prior to the City receiving a request for certification, the City will not issue the certification. ~~will inform the OCM that the potential licensee does not meet zoning and land use laws.~~
- (c) ~~If, at the time the City receives a request for zoning certification, there are no further intended alterations to the building where the business is to be conducted, the City will also certify compliance with building and fire code regulations, provided that the potential licensee has obtained inspections prior the City's receipt of a request for certification from the OCM. Building and fire code inspections will be valid for 1 year from completion.~~

Sec. 14-172 Retail Registration of Cannabis and Hemp Businesses

- (a) *Retail Registration Required.* Before making retail sales to customers or patients, a retailer must register with the City. Making retail sales to customers or patients without an active registration is prohibited. The City Council is authorized to issue cannabis retailer registrations. The City Clerk is authorized to issue LPHE retailer registrations.
- (b) *Civil Penalties.* Subject to Minn. Stat. 342.22, subd. 5(e) the eCity may impose a civil penalty, as specified in the City's Fee Schedule, for making a sale to a customer or patient without a valid registration from the City and a valid license from the OCM.
- (c) *Fee Required.*
 - (1) At the time of initial application, and prior to the City's consideration of any application, each retailer must submit:
 - i. An initial registration fee, as established in the City's fee schedule.
 - ii. A renewal fee for the first year, as established in the City's fee schedule.
 - (2) Following the second full year of registration, a renewal fee, as established in the City's fee schedule, must be paid prior to the City issuing any renewal registration.

- (3) Application fees, initial registration fees and renewal registration fees are nonrefundable.
- (d) *Processing Registrations.*
 - (1) Applications will be processed on a first-come, first-served basis based on the city receiving a complete application and payment of all fees.
 - (2) Cannabis Retailer. Once an application for a cannabis retailer registration is considered complete, the City Clerk shall inform the applicant as such, process the application fees, and forward the application to the Community and Economic Development Department, Police Department, and City Council for approval or denial.
 - (3) LPHE Retailer. Once an application for a LPHE retailer is considered complete, the City Clerk shall inform the applicant as such, process the application fees, and review the application for approval or denial.
- (e) *Application.* The applicant must submit a registration application or renewal form provided by the City. The form may be amended from time to time by the City Clerk, but must include or be accompanied by:
 - (1) Name of the property owner.
 - (2) Name of the applicant.
 - (3) Address and parcel ID for the property for which the registration is sought.
 - (4) Certification that the applicant complies with the requirements of this ~~Chapter~~article.
 - (5) The fees as described in Section 14-172 (c)
 - (6) Proof of taxes, assessments, utility charges of other financial claims of the city of the state are current.
 - ~~(7) A copy of a valid state license, preliminary license approval, or other applicable OCM approval. — or written notice of OCM license preapproval~~

- (f) *Preliminary Compliance Check.* The City shall conduct a preliminary compliance check to ensure compliance with this Chapterarticle and any other regulations established pursuant to Minnesota Statutes, section 342.13.
- (g) *Reasons for Denial.* The City shall not issue a registration or renewal if any of the following conditions are true:
 - (1) The applicant has not submitted a complete application.
 - (2) The applicant does not comply with the requirements of this article.
 - (3) The applicant does not comply with applicable zoning and land use regulations.
 - (4) The applicant is found to not comply with the requirements of the Act or this article at a preliminary compliance check.
 - (5) The applicant does not have a valid license, preliminary license approval, or other applicable written approval from the OCM.
- (h) *Issuing the Registration or Renewal.* The City shall issue the registration or renewal if the retailer meets the requirements of this article, including that none of the reasons for denial in Section 14-172 (g) are true.
- (i) *Nontransferable.* A registration is not transferable.

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: June 23, 2026

Second Reading: July 14, 2026

Publication Date: July 18, 2026

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Summary Publication

CITY OF FARIBAULT ORDINANCE No. 2026-9

AMENDING REGULATIONS RELATED TO CANNABIS AND HEMP BUSINESSES IN THE CITY OF FARIBAULT

On July 14, 2026, the Faribault City Council adopted Ordinance 2026-9 Amending Regulations Related to Cannabis and Hemp Businesses in the City of Faribault. A complete copy of the ordinance is available for public review during regular business hours at City Hall, 208 1st Avenue NW, Faribault, Minnesota.

First Reading: June 23, 2026
Second Reading: July 14, 2026
Publication: July 18, 2026



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Mark DuChene, Director of Engineering (City Engineer)
MEETING DATE: July 14, 2026
SUBJECT: Resolution 2026-196 Approve Plans and Specifications and Establish a Bid Date for Two Rivers Siphon Improvements - Contract 2025-08

Background:

The attached resolution approves the construction plans and specifications for the proposed Two Rivers Siphon Improvements — Contract 2025-08 project including replacement of the siphon boxes as well as the siphon pipes under the Cannon River from Two Rivers Park to the Water Reclamation Facility. The existing pipes and siphon boxes are showing significant signs of distress and are in need of replacement.

The total estimated cost of the improvements, including engineering fees and contingencies, is \$1,808,950.00. Proposed funding for the project is from the Sanitary Sewer Enterprise fund (Fund 602).

The attached resolution also establishes a bid date of August 5, 2026, for the project. Construction start date is dependent on the contractor and the lead times for the siphon box structures (estimated to be as long as 9 months), but all work is scheduled to be completed by July 30, 2027.

Recommendation:

Approve Resolution 2026-196

Attachments:

1. Resolution 2026-196 Approve Plans and Specs and Establish Bid Date 2025-08
2. Title Page (2025-08) Project Manual
3. Title Page 2 Rivers Siphon Construction Plans

CITY OF FARIBAULT

RESOLUTION #2026-196

APPROVE PLANS AND SPECIFICATIONS AND ESTABLISH A BID DATE FOR TWO RIVERS SIPHON IMPROVEMENTS - CONTRACT 2025-08

WHEREAS, the City wishes to protect and preserve its infrastructure including its sewer systems, and;

WHEREAS, the existing siphon system at Two Rivers Park has shown deficiencies necessitating improvements to extend the useful life; and

WHEREAS, the City has developed plans to make improvements to said sewer system segments;

WHEREAS, the City Council approved 2026 budget and 2026-2030 Capital Improvement Plan included a project for the replacement of the Two Rivers Siphon system in the City;

WHEREAS, the total cost of the improvements is estimated to be \$1,808,950.00, and;

WHEREAS, plans and specifications for the improvements have been prepared by Stantec, a private engineering consulting firm under the direction of the City Engineering Department.

NOW, THEREFORE BE IT RESOLVED, plans and specifications for the proposed Two Rivers Siphon Improvements - Contract 2025-08, prepared by Stantec, a private engineering consulting firm under the direction of the City Engineering Department, are hereby approved.

ALSO, BE IT RESOLVED, a bid opening date of August 5, 2026, is hereby established for the 2 Two Rivers Siphon Improvements - Contract 2025-08 unless otherwise modified by the City Engineer.

Date Adopted: July 14, 2026

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Project Manual For

Faribault 2 Rivers Siphon Improvements

Prepared for:

City of Faribault, Minnesota

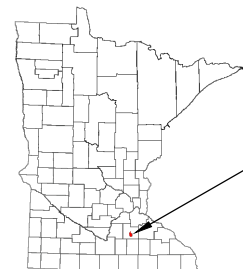


June 2026

Stantec Project No. 193807540

City Project No. 2025-08

Plot Date: 06/15/2026 - 4:08pm
Drawing name: U:\193807540\CAD\Drawg\Sheet Dwg\193807540_G000.dwg
User: 102607540_borales 102607540_vres



CITY PROJECT NO. 2025-8

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES".

MAYOR	THOMAS J SPOONER
CITY COUNCIL	MANDY BARNES
CITY COUNCIL	ROYAL ROSS
CITY COUNCIL	JOHN ROWAN
CITY COUNCIL	CHUCK THIELE
CITY COUNCIL	PETER VAN SLUIS
CITY COUNCIL	ADAMA YOUHN DOUMBOUYA
CITY ADMINISTRATOR	JESSICA KINSER

DATE: _____

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Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
 David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
 Leslie McGillivray-Rivas, Planner I
MEETING DATE: July 14, 2026
SUBJECT: Randy's Foods/1910 5th St NW - Variance;
 Developer's Agreement

Background:

Brad Moore (the Applicant), on behalf of Randy's Foods, LLC (the Owner), has requested approval of a variance to reduce the east side yard setback by 4 feet to construct a building addition to the existing building at 1910 5th Street NW. The subject property is zoned L-I Light Industrial and approximately 1.06 acres. Since 1990, Randy's Foods has adapted and reused a former meat processing facility, transforming it into a robust business for manufacturing pizza. In 2021, a variance was granted to allow the placement of a 20 x 30 cooler on the east side of the building. The cooler placement was permitted to encroach 6' into the 15' side yard setback as the applicant demonstrated a practical difficulty in the need for refrigeration adjacent to the production area.

The variance request seeking the ability to expand the building footprint 4 feet into the required 15-foot side yard meets the definition of practical difficulty not created by the applicant due to the constraints of the existing building placement, the limitations of the platted lot, and the singular street access point. The City could broadly interpret that the location of the existing building on the site and the layout of the building's internal uses create practical difficulties preventing the Applicant from constructing a building addition consistent with the City's ordinances. In addition, the City could find that any reasonable use or reuse of the property (short of complete redevelopment) would require a variance (similar to the one requested) to ensure reasonable use of the property.

On July 6, 2026, the Planning Commission held a public hearing for this request. No members of the public commented on the proposal. The Planning Commission discussed the project and voted unanimously to recommend City Council approve the request.

HONESTY • RESPECT • DEDICATED • VISIONARY • ACCOUNTABILITY

The developer's agreement will facilitate allowing some of the required parking for the project to be located off-site. The agreement also stipulates that in the event the off-site parking agreement fails, terminates, or the property requires parking that the City can enforce the property owner to construct spaces on-site.

Recommendation:

Approve the associated Resolutions

Attachments:



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
Leslie McGillivray-Rivas, Planner I
MEETING DATE: July 14, 2026
SUBJECT: Resolution 2026-198 Approve a Variance at 1910
5th St NW

Background:

See main agenda item.

Recommendation:

Approve Resolution 2026-198

Attachments:

1. 2026-198 Approve a Variance at 1910 5th St NW

CITY OF FARIBAULT

RESOLUTION #2026-198

APPROVE A VARIANCE AT 1910 5TH STREET NW

WHEREAS, Brad Moore (the Applicant), on behalf of Randy's Foods, LLC (the Owner), requested a side yard variance to construct a building addition at the east side of the existing building at 1910 5th Street NW (the subject property), legally described in Exhibit A; and

WHEREAS, the subject property is in the I-1, Light Industrial zoning district; and

WHEREAS, the Applicant requests placing a building addition up to 11 feet from the eastern property line as shown in Exhibit B; and

WHEREAS, under Appendix B UDO (the Unified Development Ordinance) Chapter 12, Article 1, Section 12-110, Table 12-2 requires a minimum side yard setback of 15-feet; and

WHEREAS, under Appendix B UDO, Chapter 2, Article 9, Sec 2-420, variances are intended to provide a means of departure from the literal requirements of this ordinance where strict adherence would cause practical difficulties because of unique circumstances related to the property; and

WHEREAS, City Staff completed a review of the application and made a report to the Planning Commission pertaining to said request, attached as Exhibit C, a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission, on July 6, 2026, following proper notice, held a public hearing regarding the requests, and following said public hearing, the Planning Commission recommended approval of the requested

variances based on the following findings as required by Section 2-460 of the City's Unified Development Ordinance:

1. The variance is in harmony with the general purposes and intent of the City's ordinances.

Findings: The subject property is in an industrial zoning district. The intent of the zoning district is to provide locations for the production, manufacturing, and distribution of goods. The requested variance would allow the subject site to continue preparing and distributing food products without adversely affecting neighboring properties and the public. While setbacks have some aesthetic purpose, the practical purposes of setbacks are to ensure health, safety, and welfare. Light and air will not be an issue associated with the encroachment. Fire safety is encapsulated in building code and building review, which will address safety for both the project and the adjoining property. Therefore, the requested variance is in harmony with the general purposes and intent of the City's ordinances.

2. The variance is consistent with the Comprehensive Plan.

Findings: The Journey to 2040 Comprehensive Plan guides the subject property for a commercial/residential mix. However, approval of the requested variance is consistent with the Comprehensive Plan's guiding principles to support and strengthen existing industries and encourage flexibility for positive change. The business on the subject property wishes to expand in a way that is no closer to an adjacent neighbor, but will significantly support their operation and allow them to continue growing in Faribault.

3. The applicant proposes to use the property in a reasonable manner not permitted by the City's ordinances.

Findings: The proposed building addition on the east and north side of the existing building optimizes the area not utilized for transportation routes and parking. The building addition cannot be moved or it would be detrimental to business operations. The building use would greatly expand room for keeping dry storage-compatible products, freeing up area within the existing building for operations. Additional product may be bought and stored in the proposed storage area, which would reduce operational costs. Placing the addition anywhere else would necessitate complete redevelopment of the property, which is not the goal. The proposed addition would not

adversely affect neighboring properties or the public. Therefore, the City could find that any reasonable use or reuse of the property (short of complete redevelopment) would require a variance (similar to the one requested) to ensure reasonable use of the property. In summary, the requested variance is a reasonable request.

4. Unique circumstances apply to the property which do not apply generally to other properties in the same zone or vicinity and result from lot size or shape, topography or other circumstances over which the owner of the property has not had control.

Findings: This property was developed with the existing building in 1952 under previous ownership. The building is placed close to the ROW and is set close to the eastern property line to facilitate access and transportation on the west side. Although there is ROW to the north, it is unbuilt and cannot be considered another access point. Because of the way the building and uses were placed, additional storage to reasonably support the business is confined to the proposed project area. The location of the existing building on the site and the layout of the building's internal uses create practical difficulties preventing the Applicant from constructing a building addition consistent with the City's ordinances. Therefore, there are unique circumstances that apply to the property that are not of the current property owner's doing.

5. The variance does not alter the essential character of the neighborhood.

Findings: The surrounding properties in the industrial zoning district have numerous nonconforming conditions. Many other buildings in the area are closer to property lines than the proposed project. The proposed building addition would not stand out as an unusual condition that would alter the neighborhood's character.

6. The variance requested is the minimum variance which would alleviate the practical difficulties.

Findings: The proposed addition incorporates the building expansion into the site where it has the least conflict with other site programming elements along the east side and north side of the building. The width and depth of the expansion allows for internal circulation and typical storage design of the industrial area. The new addition would be

farther away from the property line than the previous addition approved with a variance.

7. Economic conditions alone do not constitute practical difficulties.

Findings: The variance request is based on a practical need for the subject property to function appropriately. Based on the findings above, there is a practical difficulty with the project that necessitates a variance.

WHEREAS, the City Council, at a public meeting, on July 14, 2026, considered the request and concurred with all findings of the Planning Commission and City Planner as stated in the above recitals and hereby makes the identical findings.

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

Section 1: Approval of the Requested Variance. The City Council hereby approves the requested variance in the building setback along the eastern property line (as required by Sec 12-110) to 11 feet from the property line for the proposed new addition. Said approval is based on the foregoing recitals, which are incorporated herein by reference, and which constitute the findings of the City Council, all of which are to protect the public's health, safety, and welfare.

Section 2: Conditions of Approval. The variance's approval is subject to conditions listed herein as authorized under Section 2-470 of City's Unified Development Ordinance, all of which are necessary to comply with the standards established by the City's ordinances, or to reduce or minimize the effect of such variance upon other properties in the area and to better carry out the intent of the variance. The conditions of the variance approval are as follows:

1. The site must be developed in a manner substantially consistent with the building addition plans attached as Exhibit B with this resolution. The Faribault Development Review Committee is authorized to approve minor revisions to the building addition plans that meet this resolution's intent.
2. The proposed building addition's materials and colors shall be compatible with the existing building, as approved by City Staff through the building permit process.

3. The exterior of the east wall of the proposed building addition shall be at least eleven feet from the subject property's east property line.
4. The approved side yard setback variance applies only to the proposed building addition. The approved variance does not allow additional building expansion in a manner inconsistent with the City's ordinances.
5. The Owner shall be responsible for verifying that the proposed building addition does not encroach into an existing easement. The Owner shall coordinate with Xcel Energy to ensure that the proposed building addition does not interfere with the existing overhead transmission lines that cross the property.
6. The Owner shall obtain a building permit from the City and all other applicable jurisdictions before starting construction on the proposed building addition.
7. A Developer's Agreement shall be required to facilitate the creation of required parking spaces on the subject property in the event that the off-site parking agreement fails or terminates, or parking needs are not sufficiently addressed.

Section 3. Expiration of Variance. If substantial development or construction has not taken place within one (1) year of the date of approval of a variance, such variance shall be considered void unless a petition for a time extension has been granted by the City Council. Such extension request shall be submitted in writing at least thirty (30) days prior to expiration of the variance and shall state facts showing a good faith effort to complete work permitted under the original approval.

Section 4. Compliance. The City Council authorizes the Mayor, City Administrator, City Planner, and the City Attorney to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution. This may include minor changes to this Resolution and associated documents and exhibits

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Section 4: Effective Date. This resolution shall become effective immediately upon its passage and without publication.

Date Adopted: July 14, 2026

Faribault City Council

Thomas J. Spooner, Mayor

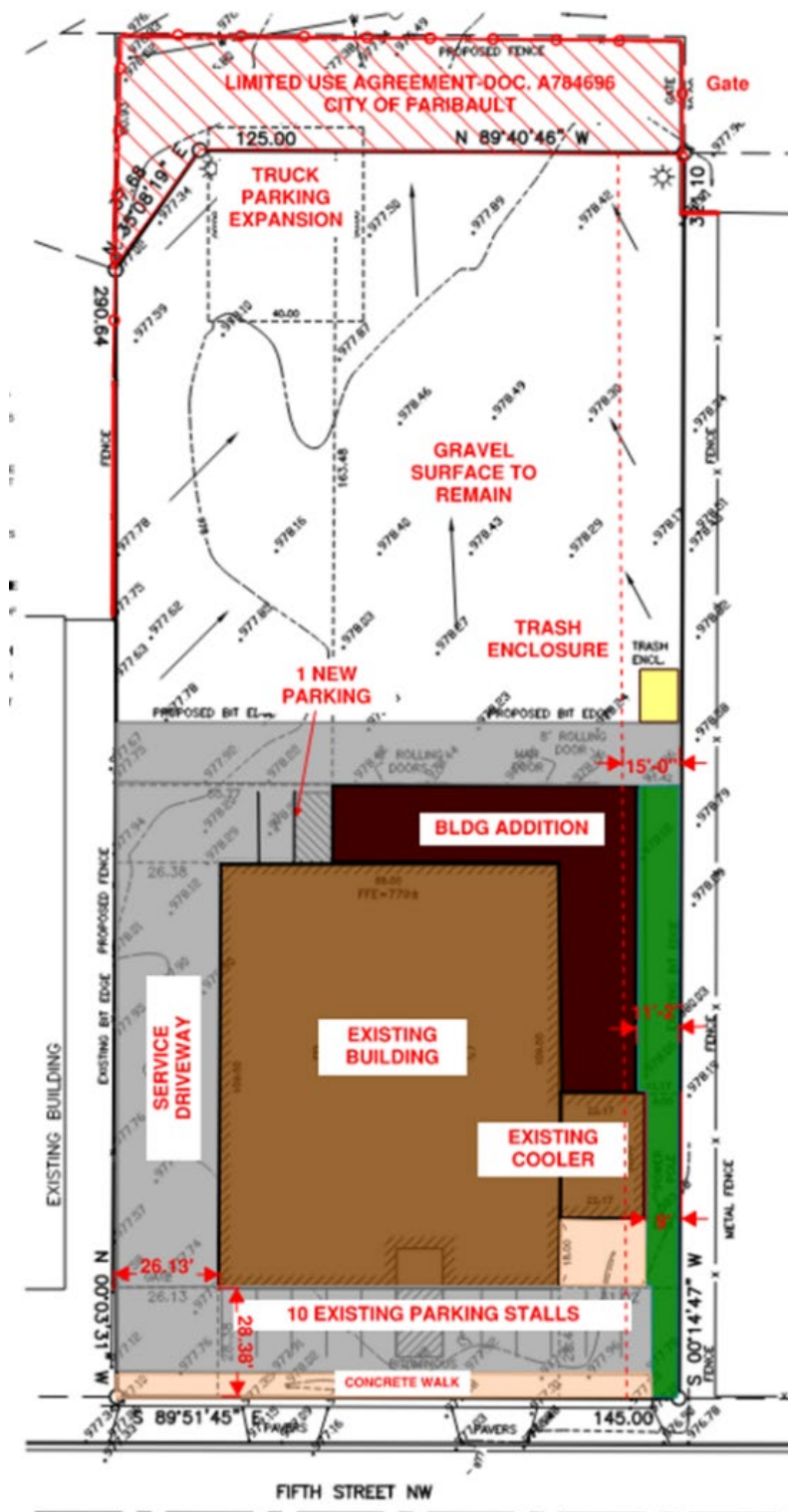
ATTEST:

Jessica L. Kinser, City Administrator

Exhibit A
Legal Description

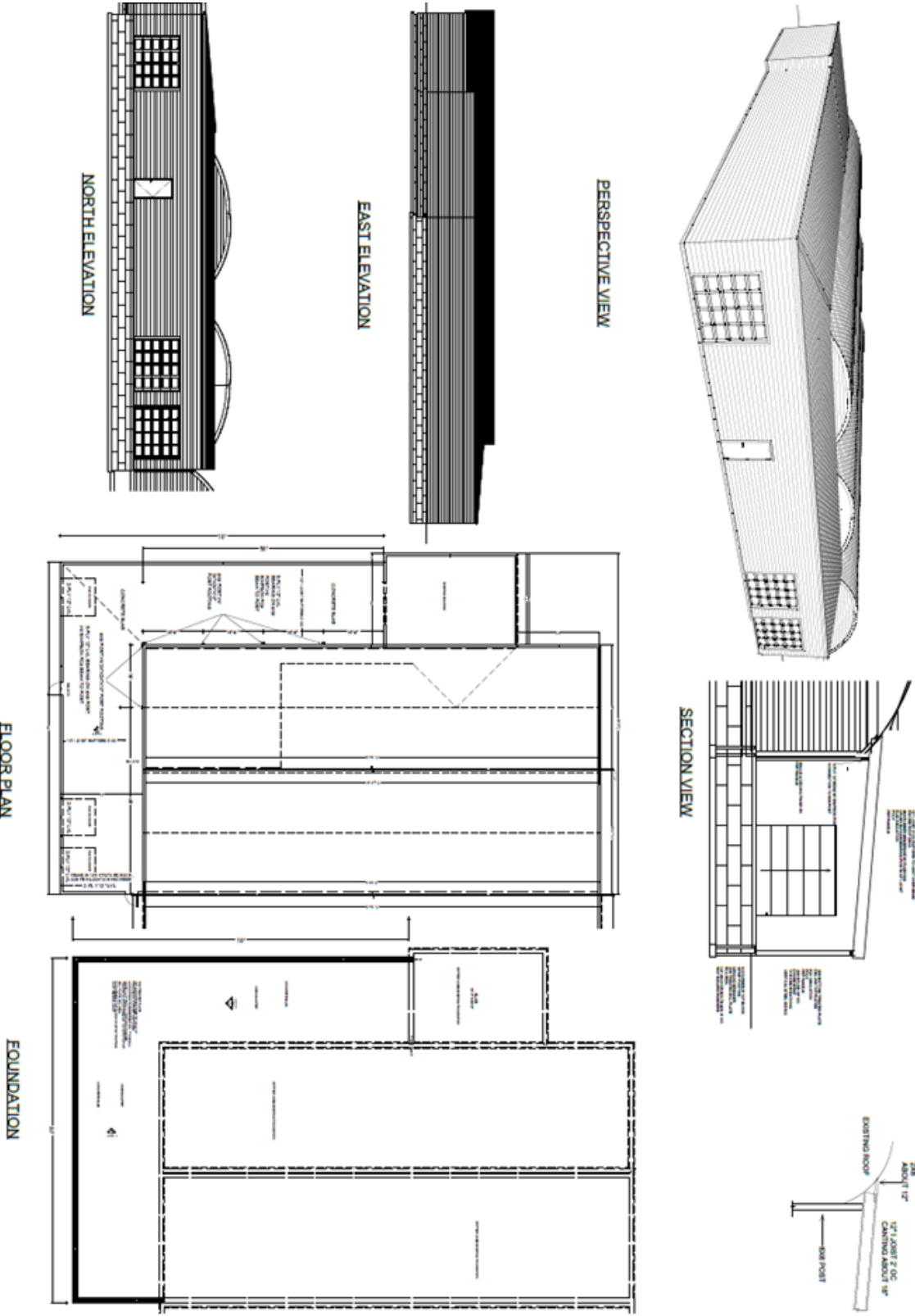
ALL THAT PART OF LOT 9 IN THE STATE SUBDIVISION OF THE NORTHWEST QUARTER (NW¼) OF SECTION 36 TOWNSHIP 110 NORTH RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF FARIBAULT, RICE COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING 395 FEET WEST OF THE INTERSECTION OF THE EAST LINE OF SAID LOT 9 WITH THE NORTH LINE OF FIFTH STREET NORTHWEST IN THE SAID CITY OF FARIBAULT (SAID STREET BEING 60 FEET IN WIDTH); THENCE WEST, ON THE NORTH LINE OF SAID FIFTH STREET NORTHWEST ABOUT 205 FEET TO A POINT 60 FEET EAST OF THE WEST LINE OF SAID LOT 9; THENCE NORTH, PARALLEL WITH THE SAID WEST LINE OF SAID LOT 9 APPROXIMATELY 271 FEET TO A POINT 60 FEET SOUTHEASTERLY (MEASURED AT RIGHT ANGLES THERETO) OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO, GREAT WESTERN RAILWAY COMPANY; THENCE NORTHEASTERLY, PARALLEL WITH AND DISTANT 60 FEET SOUTHEASTERLY OF SAID SOUTHEASTERLY RIGHT OF WAY LINE APPROXIMATELY 101.5 FEET TO THE SOUTH LINE OF THE PROLONGATION OF SIXTH STREET NORTHWEST IN SAID CITY OF FARIBAULT; THENCE EAST, ON THE PROLONGATION OF THE SOUTH LINE OF SAID SIXTH STREET NORTHWEST TO A POINT 395 FEET WEST OF THE INTERSECTION OF THE PROLONGATION OF THE SOUTH LINE OF SAID SIXTH STREET NORTHWEST WITH THE EAST LINE OF SAID LOT 9; THENCE SOUTH, PARALLEL WITH THE EAST LINE OF SAID LOT 9 APPROXIMATELY 319.5 FEET TO THE PLACE OF BEGINNING;
EXCEPTING THEREFROM THE WEST 60 FEET THEREOF.

Exhibit B Building Addition Plans



Site Plan

Exhibit B (Contd) Building Addition Plans



Building Plans

Exhibit C
Staff Report

(Attach after this page)



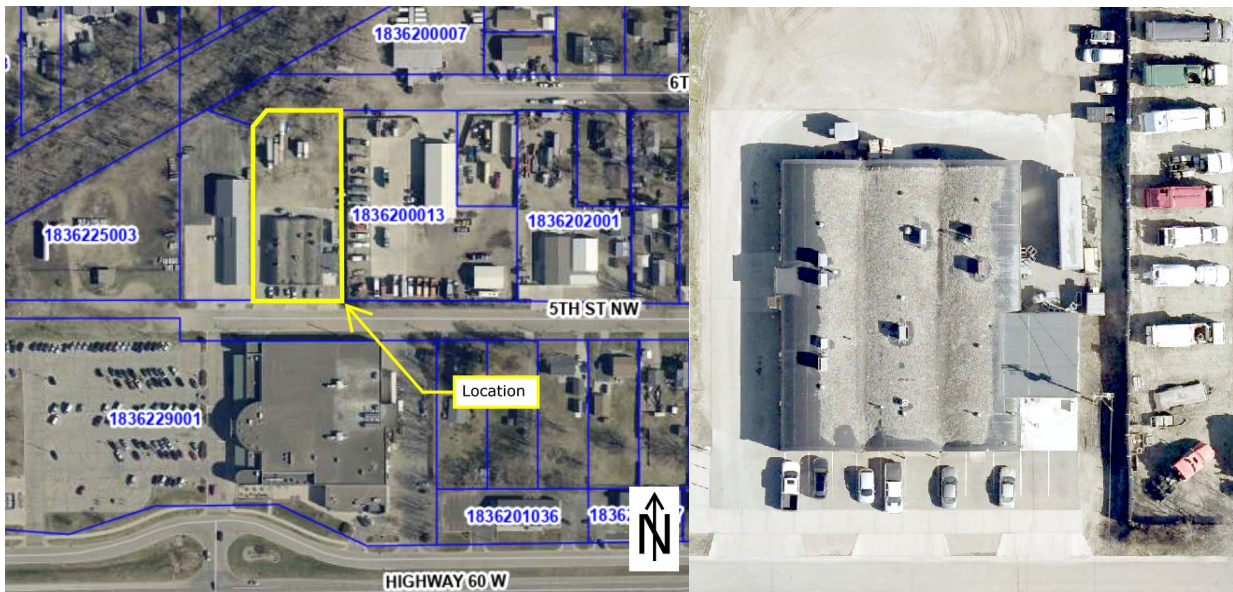
Staff Report to the Planning Commission

TO: Planning Commission
FROM: Harry Davis, City Planning Manager
 Leslie McGillivray-Rivas, Planner I
MEETING DATE: July 6, 2026
SUBJECT: Randy's Foods/1910 5th St NW –VAR

Request:	The applicant requests a variance for building encroachment into a side yard setback.
Recommendation:	The City Planning Manager recommends the Planning Commission forward the variance request to City Council and recommend approval.
Recommended Motion:	Motion to forward the variance request to City Council and recommend approval, with conditions.

Request:

Brad Moore (the Applicant), on behalf of Randy's Foods, LLC (the Owner), has requested approval of a variance to reduce the east side yard setback 3.83' to construct a building addition to the existing building at 1910 5th Street NW. The subject property is zoned L-I Light Industrial and approximately 1.06 acres.



Left: Location behind Hy-Vee along Hwy 60 W Right: Close-up of property.



Aerial view of Randy's Foods (center, left) and adjoining properties.

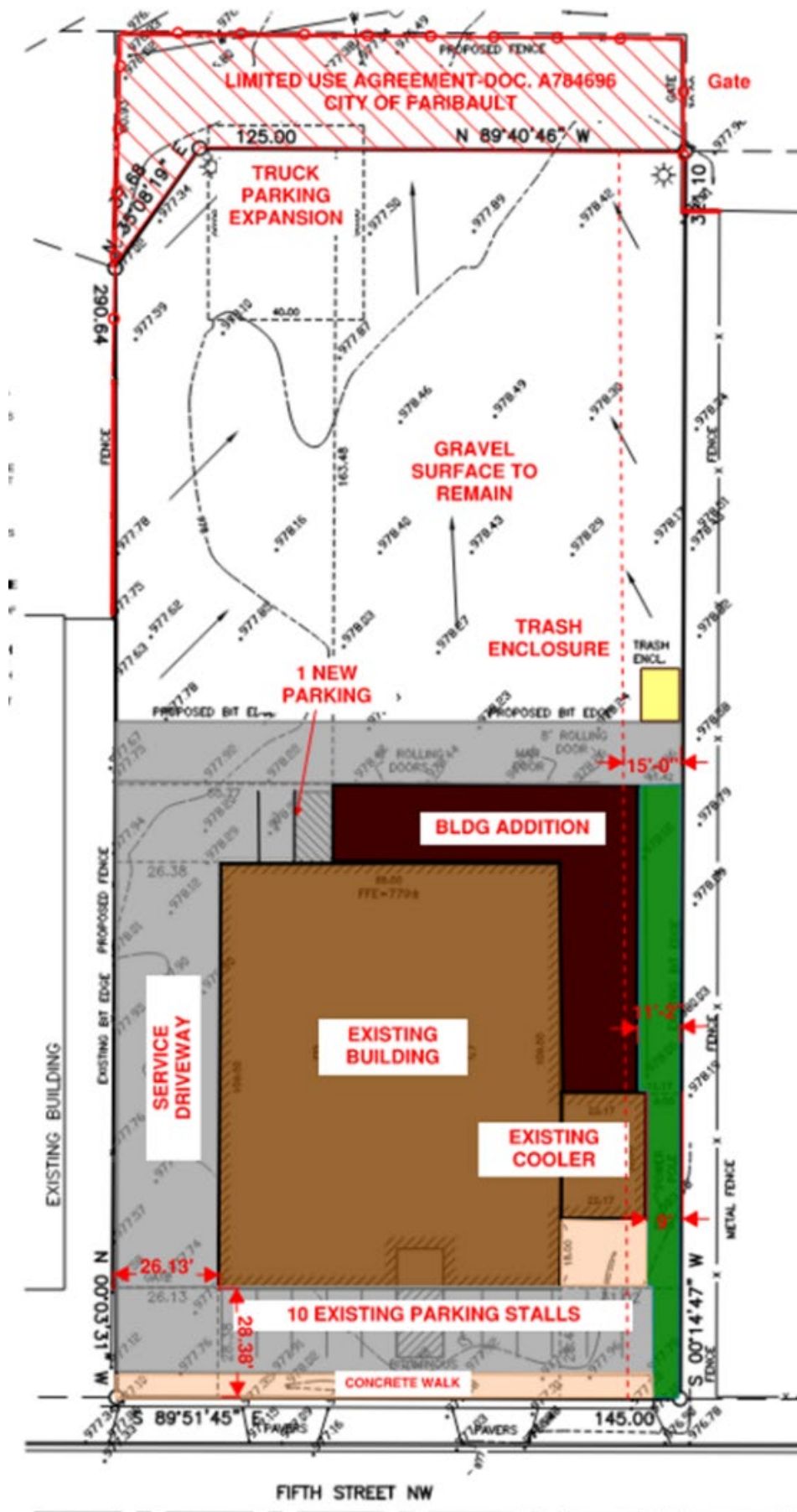
Background and Project Description:

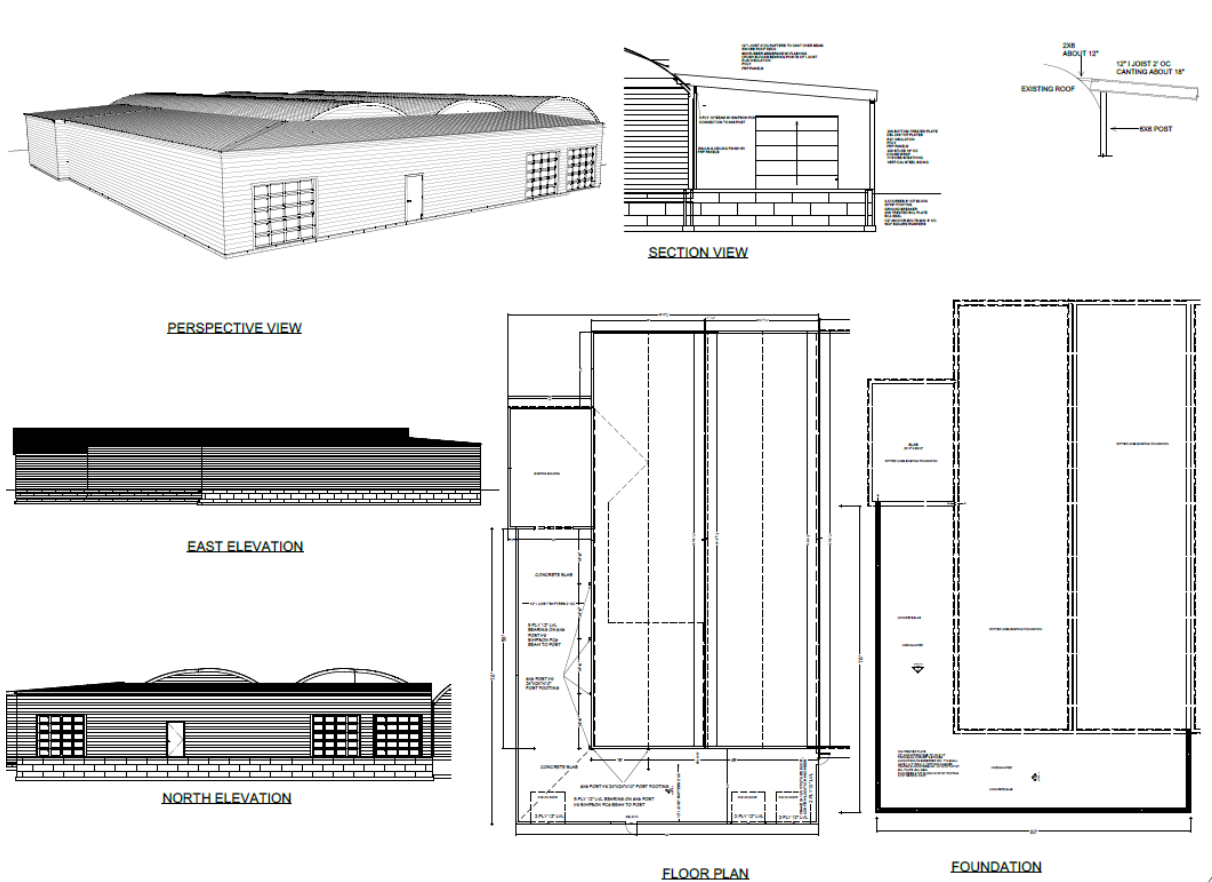
The proposed building addition consolidates staging and dry storage areas into one location. Product is stored/received/shipped with a typical pallet system, which requires adequate aisle depth for pallet moving equipment within the interior of the addition. There will be three overhead doors providing two additional truck docks to increase manufacturing and distribution capacity. Along the eastern property line, the new addition will be up to 11 feet from the property line, which requires a variance.

Since 1990, Randy's Foods has adapted and reused a former meat processing facility, transforming it into a robust business for manufacturing pizza. In 2021, a variance was granted to allow the placement of a 20 x 30 cooler on the east side of the building. The cooler placement was permitted to encroach 6' into the 15' side yard setback as the applicant demonstrated a practical difficulty in the need for refrigeration adjacent to the production area. As the business continues to expand its operation and distribution, additional space is needed to adapt and evolve the building footprint.

Table 1 – Variance Table

Variance Issue	Requirement	Proposed	Variance
I-1 Setbacks (Sec 12-110, Table 12-2)	Side Yard Setback of 15-feet	11-foot Setback	4-feet





Proposed Addition Plans

Discussion:

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

Variance Findings Summary

As stated in Section 2-420 of the City's Unified Development Ordinance, variances are intended to provide a means of departure from the literal requirements of this ordinance where strict adherence would create practical difficulties due to the unique circumstances of the property.

The property currently has legal, two-way driveway access to the shipping and receiving area from 5th Street on the western perimeter. Semi-trucks and box trucks have accessed a single rear garage door through skillful turning movements while maneuvering on and off site. When on site, semi-trailer spaces 55-feet by 10-feet, plus necessary additional maneuvering space. Parking for current employees and a limited number of walk-up customers is provided with front-door parking onsite and public street parking. This ensures the northern portion of the lot is clear for truck maneuverability and parking.

Corresponding with future placement of an improved parking lot in the northern portion of the lot, an area for stormwater management will likely be

required. Those two circumstances constrain the programming of the site to meet city requirements. When accounting for interior programming, the building is from the 1950s and modified over time for the current business which has operated in there since the 1990s. The cooler on the east side and overall product and components circulation require that storage be added on the north and east sides, otherwise a complete reorganization of the building would be required. This is not feasible as the cooler is a specialized and fixed use.

The variance request seeking ability to expand the building footprint 3' into 15' side yard meets the definition of practical difficulty not created by the applicant due to the constraints of the existing building placement, the limitations of the platted lot, and singular street access point. The City could broadly interpret that the location of the existing building on the site and the layout of the building's internal uses create practical difficulties preventing the Applicant from constructing a building addition consistent with the City's ordinances. In addition, the City could find that any reasonable use or reuse of the property (short of complete redevelopment) would require a variance (similar to the one requested) to ensure reasonable use of the property.

Access and Parking

Northern Access to 6th St NW

An unimproved city right of way is located north of the property. The right of way will remain unimproved due to the existing nonconformities of the surrounding properties. Existing nonconformances include two business structures (UPS and an auto repair facility) not meeting building, loading and parking setbacks, the limitation of connectivity as the right of way terminates north of the Randy's Food property and the inability to expand the paved cul-de-sac bulb width and right of way to meet city standards.

In review with the City Engineer and Public Work Director, it was determined that an increase in semi truck traffic on 6th St NW is not desired. 6th St NW is not designed to support industrial transportation and is directly adjacent residential neighborhood properties. A limited use agreement was executed between the city and Randy's Foods for use of a portion of the unimproved right of way north of Randy's Foods. The agreement provides the ability to use the unimproved surface to expand fencing perimeters and truck parking of Randy's Foods. The agreement is not a permanent arrangement and may be terminated by either party.

Current and Future Parking

With the proposed expansion, additional employee parking is required. The applicant has entered into a lease agreement with an adjoining property owner to accommodate a portion of parking for a limited time. Once the

lease expires, should an alternative off-site parking not be found, employee parking will be required to be placed within the property boundaries on an improved surface.

Public Comment

City staff received no public comment prior to publishing this report. Notification for this item was published in the paper on June 15, 2026, and letters were sent to property owners within 350 feet.

Development Review Committee Recommendation

On Jun 19, 2026 2nd, 2025, the city's Development Review Committee (DRC) reviewed the proposed applications and recommended approval.

Recommendation:

The DRC and City Planning Manager recommend Planning Commission forward and recommend approval of the variance based on the criteria and findings in the draft resolution, with conditions of approval.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
Leslie McGillivray-Rivas, Planner I
MEETING DATE: July 14, 2026
SUBJECT: Resolution 2026-199 Approve Randy's Foods
Developer's Agreement

Background:

See main agenda item.

Recommendation:

Approve Resolution 2026-199

Attachments:

1. Resolution 2026-199 Approve Randy's Foods Developer's Agreement

CITY OF FARIBAULT

RESOLUTION #2026-199

APPROVE RANDY'S FOODS DEVELOPER'S AGREEMENT

WHEREAS, Brad Moore on behalf of Randy's Food LLC (the "Developer") requested a variance from the City of Faribault (the "City") to allow a building addition to extend into a setback (Resolution 2026-198) at 1910 5th St NW (the "Subject Property"); and

WHEREAS, the addition triggered parking requirements where the Developer must provide additional parking spaces; and

WHEREAS, the Developer has reached an agreement with a nearby property owner to facilitate parking on their property and record a parking agreement; and

WHEREAS, Resolution 2026-198 requires that a Developer's Agreement be drafted in the event that the parking agreement fails or is terminated, or the parking demand on the subject property increases; and

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

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

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

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

(Remainder of page intentionally left blank)

Date Adopted: July 14, 2026

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A
(Attach Copy of Development Agreement)

RANDY'S FOODS DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT (this "Agreement") dated _____, 2026, by and between the City of Faribault, a Minnesota municipal corporation (the "City"), and Randy's Foods LLC, a Minnesota limited liability company (the "Developer") together with the City (the "Parties") or each a ("Party").

RECITALS

- A. The Developer is the purported fee owner of certain real property in the City of Faribault, Rice County, Minnesota (the "Property"), legally described in Exhibit A.
- B. The Developer intends to develop the Property consistent with the following:
 - 1. The conditions of approval from Resolution 2026-198 (the "Variance Approval") allowing an expansion of the use and building within a side setback as set forth in Exhibit C and incorporated herein by reference; and
 - 2. The Developer's Site Plan Conditional Approval (the "Site Plan Approval") as set forth in Exhibit D and incorporated herein by reference;with Recitals B.1. and B.2. collectively constituting the Developer's project for the Property (the "Project").
- C. The City Council approved the Project and this Agreement in Resolution

2026-199 on July 14, 2026, (attached as Exhibit B). Said resolution (the "Resolution") is incorporated by reference to this Agreement as if fully set forth herein. This Agreement is subject to the conditions and requirements of the Authorizing Resolution, the Faribault City Code, and state statutes.

TERMS OF THE AGREEMENT

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

ARTICLE ONE GENERAL PROVISIONS

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

ARTICLE TWO REPRESENTATIONS AND WARRANTIES

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

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

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

- A. The Developer is a Minnesota limited liability company.
- B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the individual who executes this Agreement is duly authorized to sign on behalf of the Developer and bind the Developer to this Agreement.
- C. The Developer is not in default under any lease, contract, or

agreement to which it is a party or by which it is bound, which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree that would prohibit the Developer's execution, performance, or transactions provided for in this Agreement.

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

ARTICLE THREE CONSTRUCTION IMPROVEMENTS

3.01. Public Improvements. There are no proposed public improvements associated with this Development. Existing public sewer, watermain,

and roads serve the Property.

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

ARTICLE FOUR ADDITIONAL PROVISIONS

- 4.01. Project Requirements.** The Developer must develop the Property consistent with the following requirements including, but not limited to:

- A. General Requirements. The Developer must satisfy, complete, and abide by all requirements in the Authorizing Resolution outlined in Exhibit B and elsewhere in this Agreement. The Developer must address all planning, building permit, engineering, and other requirements and opinions as may be directed by City staff, the City Attorney, City Engineer, or others with City review and approval authority.
- B. Specific Requirements. The Developer must develop the Property consistent with the Variance Approval, the Site Plan Approval, and this Agreement.
- C. Off-Site Parking. As part of the Variance Approval and Site Plan Approval, the Developer proposes utilizing a shared parking agreement (attached as Exhibit E) with a nearby property to accommodate the number of required spaces. In the event the shared parking agreement fails or is terminated, or the parking need becomes greater for the Developer and Subject Property, the Developer or Property Owner must (within one (1) year):
 - a. Construct the required number of spaces on the subject property.
 - b. Parking spaces must be on an improved surface and clearly marked with paint.

- c. The property must overall meet ADA requirements regarding number of ADA spaces and accessible routes post-construction.
- d. Meet setback and landscaping requirements applicable to the location and number of the spaces.

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

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

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

- A. City Attorney's Fees to Enforce the Agreement. If the City brings a suit or action against the Developer to enforce the terms of this Agreement, the Developer must pay the City's costs and expenses, including attorney fees.
- B. Remedy to Recover the City's Costs. If the City does not recover its costs under the provisions of this Agreement, the City may assess the Property in the manner provided by Minnesota Statutes, Chapter 429. The Developer consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments under

Minnesota Statutes, Section 429.081. The amount levied, together with the funds deposited with the City under this Agreement, must not exceed the expenses incurred by the City in the completion of the Project. Further, the City may recover incurred City expenses through service charges, per Minnesota Statutes, Section 415.01, 366.011, and 366.012. Finally, the Developer agrees all such unpaid amounts constitute charges for governmental services that the City may, at its option, collect as a first in priority lien on the Property or on any other property the Developer may own in the state pursuant to Minnesota Statutes, section 514.67.

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

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

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

4.05. Indemnification. The City, its officials, agents, and employees are not liable or responsible to the Developer, the Developer's successors or assigns, the Developer's contractors or subcontractors, material suppliers, laborers, or any other person for any claim, demand, damage, or cause of action or character arising out of or because of the execution of this Agreement or the performance and completion of this Agreement. The Developer and the Developer's successors or assigns agree to

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

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

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

4.07. Miscellaneous Provisions.

- A. Complete Understandings between the Parties. This Agreement and its recitals and exhibits constitute the complete and

exclusive statement of all mutual understandings between the Parties to this Agreement. This Agreement supersedes all prior or contemporaneous proposals, communications, and understandings, whether oral or written, on the subject matter.

- B. Amendment. Any amendment to this Agreement must be in writing and signed by both Parties.
- C. Assignment. The Developer must not assign any of its obligations under this Agreement without the prior written consent of the City.
- D. Agreement to Run with the Land. The Developer must record this Agreement among the land records of Rice County, Minnesota. This Agreement runs with the Property and binds the Developer and its assigns or successors in interest. Notwithstanding the preceding, no conveyance of the Property or any part of the Property relieves the Developer of its liability for the full performance of this Agreement unless the City releases the Developer in writing.
- E. Compliance with Laws and Regulations. The Developer represents to the City that the Project and the development of the Property complies with all city, county, state, and federal laws and regulations including, but not limited to, subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the Project and the development of the Property does not comply with pertinent laws and regulations, the City may not allow work on the Property until there is compliance. Upon the City's demand, the Developer must cease work until there is compliance.
- F. No Third-Party Recourse. Third parties will have no recourse against the City under this Agreement.
- G. Breach of Agreement Terms. Any breach of the terms of this Agreement by the Developer are grounds for denial of building permits.
- H. Invalidation of a Provision. The provisions of this Agreement and

related documents are understood to be valid under applicable law. If a court or other competent jurisdiction invalidates any provision, that provision will be ineffective only to the extent of such invalidity. It will not invalidate the remainder of the provision or the remaining provisions of this Agreement or related documents.

- I. Choice of Law and Venue. This Agreement is governed by and construed per the laws of the state of Minnesota. The state or federal courts in Minnesota will hear all disputes, controversies, or claims arising from this Agreement. All parties to this Agreement waive any objection to the jurisdiction of these courts.
- J. Enforcement of this Agreement. No failure by any Party to enforce the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any consequent right or remedy to a breach of this Agreement, constitutes a waiver of any such breach of any other covenant, agreement, term, or condition. No such failure implies that any Party may again waive such covenant, agreement, term, or condition.

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

- K. Remedies Not Exclusive. No remedy conferred by any provision of this Agreement is the Party's exclusive remedy. In addition to the rights and remedies in this Agreement, the Parties will have all other rights and remedies provided to them by applicable law, rule, exception, or other agreement.
- L. Disclaimer of Relationships. The Developer or any third party must not deem or construe this Agreement or any act by the City or the Developer to create any relationship of a third party beneficiary, principal and agent, limited or general partner, or

joint venture between the City and the Developer.

- M. Counterparts. The Parties to this Agreement may execute in any counterparts, each of which will constitute the same instrument.
- N. Other Development Agreements. Any additional development agreements affecting the Property are incorporated in this Agreement by reference as fully included in this Agreement. If any such development agreements and this Agreement are inconsistent, the language of this Agreement will control.
- O. Administration of Data. The City will administer data provided to the Developer or received from the Developer under this Agreement per the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- P. Additional Requirements. The Developer must satisfy, complete, and abide by all requirements outlined in the Authorizing Resolution, and all adopted City ordinances and resolutions affecting the Property, all of which are incorporated herein by reference as if fully outlined in this Agreement. In addition, the Developer must adequately address all items as may be directed by City staff, the City Attorney, the City Engineer, or others with review and approval authority for the City.

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

A. As to the Developer: Randy's Foods LLC
Attn: Brad Moore
1910 5th St NW
Faribault, MN 55021

B. As to the City: City of Faribault
Attn: City Administrator
208 NW First Avenue
Faribault, MN 55021-5105

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

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

The remainder of this page is left intentionally blank.

7.8.2026

RANDY'S FOODS LLC/DEVELOPER

By: _____
Brad Moore
Registered Agent for Randy's Foods LLC

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Brad Moore, representing Randy's Foods LLC, a Minnesota limited liability company and Developer.

Notary Public

This document drafted by:

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

**EXHIBIT A
LEGAL DESCRIPTION**

ALL THAT PART OF LOT 9 IN THE STATE SUBDIVISION OF THE NORTHWEST QUARTER (NW¼) OF SECTION 36 TOWNSHIP 110 NORTH RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF FARIBAULT, RICE COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING 395 FEET WEST OF THE INTERSECTION OF THE EAST LINE OF SAID LOT 9 WITH THE NORTH LINE OF FIFTH STREET NORTHWEST IN THE SAID CITY OF FARIBAULT (SAID STREET BEING 60 FEET IN WIDTH); THENCE WEST, ON THE NORTH LINE OF SAID FIFTH STREET NORTHWEST ABOUT 205 FEET TO A POINT 60 FEET EAST OF THE WEST LINE OF SAID LOT 9; THENCE NORTH, PARALLEL WITH THE SAID WEST LINE OF SAID LOT 9 APPROXIMATELY 271 FEET TO A POINT 60 FEET SOUTHEASTERLY (MEASURED AT RIGHT ANGLES THERETO) OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO, GREAT WESTERN RAILWAY COMPANY; THENCE NORTHEASTERLY, PARALLEL WITH AND DISTANT 60 FEET SOUTHEASTERLY OF SAID SOUTHEASTERLY RIGHT OF WAY LINE APPROXIMATELY 101.5 FEET TO THE SOUTH LINE OF THE PROLONGATION OF SIXTH STREET NORTHWEST IN SAID CITY OF FARIBAULT; THENCE EAST, ON THE PROLONGATION OF THE SOUTH LINE OF SAID SIXTH STREET NORTHWEST TO A POINT 395 FEET WEST OF THE INTERSECTION OF THE PROLONGATION OF THE SOUTH LINE OF SAID SIXTH STREET NORTHWEST WITH THE EAST LINE OF SAID LOT 9; THENCE SOUTH, PARALLEL WITH THE EAST LINE OF SAID LOT 9 APPROXIMATELY 319.5 FEET TO THE PLACE OF BEGINNING;
EXCEPTING THEREFROM THE WEST 60 FEET THEREOF.

EXHIBIT B
RESOLUTION #2026-199 APPROVE DEVELOPMENT AGREEMENT

[Insert Resolution]

DRAFT

EXHIBIT C
RESOLUTION #2026-198 VARIANCE APPROVAL

[Insert Resolution]

DRAFT

**EXHIBIT D
SITE PLAN CONDITIONAL APPROVAL LETTER**

[Insert Approval]

DRAFT

**EXHIBIT E
PROPOSED SHARED PARKING AGREEMENT**

[Insert Approval]

DRAFT



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Dave Wanberg, Community and Economic Development Director
MEETING DATE: July 14, 2026
SUBJECT: Resolution 2026-206 Postponing The Decision On The Need For An Environmental Impact Statement For The Archer Datacenters Faribault Campus Project And Directing The Project Proposer To Provide Additional Information Pursuant To Minnesota Rules 4410.1700, Subpart 2a

Background:

The City Council discussed the options to resolve the Court of Appeals ruling in the Archer Datacenters case at the July 7th work session. Direction was provided to bring forward a resolution that allowed Archer Datacenters the ability to supplement the existing EAW with additional information. The information below is history of this project up to the current discussion and decision. The following website has a detailed history which will continue to be updated along with the Council actions that have occurred related to the property going back to 2023: <https://www.faribaultmn.gov/815/Archer-Datacenters>.

BACKGROUND

Archer Datacenters is proposing to develop up to 500,000 square feet of data center buildings on approximately 87 acres south of 150th Street West and east of Acorn Trail in Faribault. The company purchased the land in November 2024 from a private landowner. The City had previously annexed this property into City limits in 2023 at the request of the then-property owner, who communicated that it intended to sell the subject property for future industrial development, but there were no specific development plans or potential buyers.

The City was made aware of the proposed development after the land was acquired by Archer Datacenters. The proposed development concept includes up to six, one-story data center buildings. Since acquiring the land, Archer has been open about its proposed development, but there have been no formal applications submitted to the City. Similarly, while

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the State of Minnesota offers a Data Center Sales Tax Exemption in which qualifying data centers may claim the exemption for purchases, there have been no requests made to the City for financial assistance related to the proposed project.

The City embraces opportunities to facilitate development that increases and diversifies our community's tax base and lessens the burden on residential property owners. It also recognizes its role in protecting our community from development that negatively impacts the environment. As a result, the City communicated with Archer early in the process its desire to have Archer conduct an Environmental Assessment Worksheet (EAW), a type of formal environmental review process that assesses a project's potential for significant environmental effects.

Environmental Assessment Worksheet

Minnesota environmental review rules outline the criteria that make Environmental Assessment Worksheets (EAWs) mandatory for different types of projects. Projects that meet or exceed the thresholds described in Minnesota Rules 4410.4300 are required to complete an EAW. An Environmental Impact Statement (EIS), a more thorough study of a project's potential impacts, is required if a project meets or exceeds the thresholds described in Minnesota Rules 4410.4400.

While Archer Datacenter's proposed project fits within the EAW requirements, it does not exceed the statutory threshold for a mandatory EIS. As a result, Archer Datacenters engaged Kimley-Horn to conduct the EAW to assess the potential environmental effects and identify whether those effects may be significant. As is standard protocol for the City of Faribault in relation to EAWs, the City required Archer to make an escrow deposit for the City to hire a third-party reviewer to provide oversight of the completed EAW. The City then hired WSB, a multidisciplinary firm with a strong environmental division and experience in reviewing the environmental impact of data centers, as its third-party reviewer.

At the time of the EAW, the development proposal was in its very infancy stage, with detailed plans not yet completed. Consequently, much of the data was based on conceptual engineering and planning assumptions. The EAW was filed with the Environmental Quality Board (EQB) and circulated for public review for the 30-day window from May 20 to June 20, 2025. The City actively sought public input. The City received multiple comments during the open comment period, specifically from two state agencies and nine members of the public. The City's Environmental and Planning Commissions also reviewed and provided comments. The environmentally relevant comments received were related to:

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

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

Knowing that multiple permits and approvals would be necessary prior to site construction and understanding that coordination of approvals with the various regulatory agencies would ensure that the proposed project would be designed consistent with applicable regulations and impacts would be minimized and mitigated, the City and Faribault City Council acted in good faith based on the information available at that time.

On Aug. 12, 2025, the Faribault City Council approved the Findings of Fact and Record of Decision for Archer Datacenters EAW and Negative Declaration for Needing an EIS. In September, the Minnesota Center for Environmental Advocacy appealed the City's decision not to conduct an EIS, which brought the matter to the Minnesota Court of Appeals. Following months of litigation, the Minnesota Court of Appeals ordered on June 8, 2026, that the City either obtain additional information regarding environmental impacts or require an EIS.

Recommendation:

Approve Resolution 2026-206

Attachments:

1. Resolution 2026-206 _Postponing_Decision_on_Need_for_EIS

CITY OF FARIBAULT

RESOLUTION #2026-206

POSTPONING THE DECISION ON THE NEED FOR AN ENVIRONMENTAL IMPACT STATEMENT FOR THE ARCHER DATACENTERS FARIBAULT CAMPUS PROJECT AND DIRECTING THE PROJECT PROPOSER TO PROVIDE ADDITIONAL INFORMATION PURSUANT TO MINNESOTA RULES 4410.1700, SUBPART 2A

BE IT RESOLVED, by the City Council (the "Council") of the City of Faribault, Minnesota (the "City"), as follows:

Section 1. Recitals

1.01. Archer Datacenters SPE2, LLC (the "Proposer") owns real property within the City of Faribault (the "City") on which it proposes to develop a project known as the Archer Datacenters Faribault Campus, including a facility featuring up to 500,000 square feet of data center buildings with associated utilities and parking (the "Project").

1.02. The City is the responsible governmental unit ("RGU") for the Project under the Minnesota Environmental Policy Act ("MEPA"), Minnesota Statutes sections 116D.01-.11, and the rules of the Environmental Quality Board, Minnesota Rules chapter 4410.

1.03. Preparation of an environmental assessment worksheet ("EAW") was mandatory under Minnesota Rules 4410.4300, subpart 14(B) because the Project is a new industrial, commercial, or institutional facility larger than 300,000 square feet.

1.04. The Proposer submitted a draft EAW in May 2025, the City Council declared the draft EAW complete for public review, and during the 30-day public comment period the City received comments from members of the public, the City's Environmental Commission, the Minnesota Department of Natural Resources, and the Minnesota Pollution Control Agency ("MPCA").

1.05. The Proposer submitted a revised EAW in July 2025, and the City Council thereafter adopted Findings of Fact and a Record of Decision and made

a negative declaration concerning the need for an environmental impact statement ("EIS") for the Project.

1.06. The Minnesota Center for Environmental Advocacy sought certiorari review of the negative declaration, and on June 8, 2026, the Minnesota Court of Appeals, in *In re Approving the Findings of Fact and Record of Decision for Archer Datacenters EAW and Negative Declaration*, No. A25-1617, reversed and remanded the City's negative declaration, concluding that the negative declaration was unsupported by substantial evidence.

1.07. The Court of Appeals directed that, on remand, the City act consistently with Minnesota Rules 4410.1700, subpart 2a, which provides that, if the RGU determines that information necessary to a reasoned decision about the potential for, or significance of, one or more possible environmental impacts is lacking but could reasonably be obtained, the RGU shall either (A) make a positive declaration and include within the scope of the EIS appropriate studies to obtain the lacking information, or (B) postpone the decision on the need for an EIS for not more than 30 days, or such other period of time as agreed upon by the RGU and the Proposer, in order to obtain the lacking information.

1.08. In a June 29, 2026, letter from its legal counsel, the Proposer requested a March 31, 2027, deadline for completion of the necessary supplemental EAW information to address the Court's decision.

1.09. Based on the opinion of the Court of Appeals and the current record, the City Council finds that information necessary to a reasoned decision on the need for an EIS is lacking but could reasonably be obtained, including the categories of information identified below.

1.10. The City Council determines that it is in the public interest to obtain the lacking information so that the City may take the requisite "hard look" at the Project's potential for significant environmental effects and make a reasoned decision supported by substantial evidence.

Section 2. Incorporation of Recitals.

2.01. The Recitals in the preamble of this Resolution are incorporated herein as the findings of the City.

Section 3. Postponement.

3.01. Pursuant to Minnesota Rules 4410.1700, subpart 2a(B), the City hereby postpones its decision on the need for an EIS for the Project in order to obtain the lacking information described in this Resolution.

Section 4. Period of Postponement.

4.01. The decision is postponed for a period of 30 days or such longer period as is set forth in a written agreement or stipulation between the City and the Proposer under Minnesota Rules 4410.1700, subpart 2a(B). City staff are directed to seek the Proposer's written agreement to any period extending beyond 30 days and to memorialize the agreed period and submission deadline in writing.

Section 5. Direction to the Proposer.

5.01. The City directs the Proposer to supplement the record with the following information, which addresses the deficiencies identified by the Court of Appeals:

- a. Air quality. Identification of the mechanical equipment anticipated to be installed; whether backup or emergency generators will be used and, if so, their anticipated size, type, and quantity; quantification of anticipated stationary-source and generator air emissions, including emissions during monthly testing and during power outages; and the analysis supporting any conclusion that the Project's air emissions will be minimal.
- b. Noise. Current and anticipated sound levels in the Project area; identification of operational noise sources and their anticipated levels; and an evaluation sufficient to determine whether the Project would cause an exceedance of applicable state noise standards if approved.
- c. Greenhouse gas emissions. An explanation of the methodology and inputs used to estimate the Project's greenhouse gas emissions, including the anticipated electricity demand; documentation supporting the figures used; and an explanation reconciling the difference between the estimates in the draft EAW and those in the revised EAW.
- d. Cumulative potential effects. Identification of the "environmentally relevant area" as defined in Minnesota Rules 4410.0200, subpart 11a; identification and analysis of other projects and facilities within that area that may reasonably be expected to affect

the same environmental resources, including other proposed data centers and industrial or commercial facilities raised in the public comments; and analysis of cumulative effects on shared water resources, including the shared aquifer identified in the comments.

Section 6. Submission Deadline.

6.01. The Proposer shall submit the information described above on or before March 31, 2027, to allow the City to complete its review and make a reasoned decision within the period of postponement.

Section 7. Further Review.

7.01. Upon receipt of the information, City staff and the City's environmental consultant are directed to review the supplemented record, prepare specific responses to all substantive and timely comments as required by Minnesota Rules 4410.1700, subpart 4, and present a recommendation to the City Council on the need for an EIS.

Section 8. Reservation of Options.

8.01. Nothing in this Resolution limits the City's authority under Minnesota Rules 4410.1700, subpart 2a. If the lacking information is not timely provided, or if, after review, the information remains insufficient to support a reasoned decision, the City may make a positive declaration requiring an EIS or take such other action as the rules permit.

Section 9. Authorization.

9.01. City staff, the City attorney, and the City's consultant are authorized to prepare, review, and execute all necessary agreements, stipulations, and documentation to accomplish the intent of this Resolution.

Section 10. Effective Date.

10.01. This Resolution is effective immediately upon its adoption.

Date Adopted: July 14, 2026.

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: July 14, 2026
SUBJECT: Resolution 2026-207 Authorizing the Development of Performance Standards for Data Centers

Background:

With the recent incorporation of data centers as an allowed use in the I-2 Heavy Industrial zoning district, performance standards, or more specific requirements related to an allowed use, were discussed as being a needed element to the City's Unified Development Ordinance. The Planning Commission has had preliminary discussions on this topic, but it was placed on hold pending the City Council's discussions of the Court of Appeals ruling.

The developer, Archer Datacenters, specifically requested the City continue to take action in regard to performance standards in a memo that was included as part of the July 7th work session packet. In further discussion at the work session, Council Member Barnes requested that the Environmental Commission be involved in the performance standard review before it comes to City Council through the Planning Commission.

The attached resolution affirms the City Council's desire to see the performance standards come forward and to have the Environmental Commission included in what would typically be a Planning Commission process.

Recommendation:

Approve Resolution 2026-207

Attachments:

1. Resolution 2026-207_Authorizing_Development_of_Performance_Standards

CITY OF FARIBAULT

RESOLUTION #2026-207

AUTHORIZING THE DEVELOPMENT OF PERFORMANCE STANDARDS FOR DATA CENTERS

BE IT RESOLVED, by the City Council (the "Council") of the City of Faribault, Minnesota (the "City"), as follows:

Section 1. Recitals

1.01. Archer Datacenters SPE2, LLC ("Archer") owns real property within the City of Faribault (the "City") on which it proposes to develop a project known as the Archer Datacenters Faribault Campus, including a facility featuring up to 500,000 square feet of data center buildings with associated utilities and parking (the "Project").

1.02. The City Council approved Resolution 2026-206 on July 14, 2026, granting Archer until March 31, 2027, to provide supplemental information to the EAW, for the reasons described further in that Resolution.

1.03. Separate from the Archer Project, the City has considered whether to develop performance standards for data centers under the City's industrial zoning regulations.

1.04. In a June 29, 2026 letter from its legal counsel, Archer requested a March 31, 2027, deadline for completion of the necessary supplemental EAW information, and also requested the City adopt any performance standards for data centers in a timely fashion in order to complete the supplemental EAW information.

1.05. The City Council determines that it is in the public interest to direct City staff to immediately coordinate with the Faribault Planning Commission and Environmental Commission to develop performance standards for data centers in the City.

Section 2. Incorporation of Recitals.

2.01. The Recitals in the preamble of this Resolution are incorporated herein as the findings of the City.

Section 3. Direction to City Staff.

3.01 City staff is hereby directed to coordinate the development of performance standards for data centers with the Faribault Planning Commission and Environmental Commission.

Section 4. Effective Date.

4.01. This Resolution is effective immediately upon its adoption.

Section 5. Authorization.

5.01. City staff, the City Attorney, and the City's consultants are authorized to take all necessary actions in order to accomplish the intent of this Resolution.

Date Adopted: July 14, 2026.

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: July 14, 2026
SUBJECT: Resolution 2026-204 Accept Bids for Lead Service Line Replacements City Contract 2026-10

Background:

On Wednesday, June 17, 2026, bids were received for the Lead Service Line (LSL) Replacements Project City contract 2026-10. The project includes the removal and replacement of approximately 63 LSL's.

Wencl Construction Inc. Owatonna, MN	\$ 479,675.00
H & M Underground Solutions, LLC, Austin, MN	\$ 536,525.00
BCM Construction, Faribault, MN	\$ 665,665.00
A-1 Excavating Inc., Bloomer, WI	\$1,117,900.00
Urban Companies, St. Paul, MN	\$1,252,342.00
<i>Engineer's Estimate</i>	<i>\$ 979,500.00</i>

It is recommended to award the bid to Wencl Construction, Inc., Owatonna, MN

The total project costs are as follows:

Construction	\$479,675.00
Engineering	\$227,779.00
10% Contingency	<u>\$ 47,967.00</u>
Total	\$755,421.00

Based on the low bidder's price, the estimated funding is as follows:

Water Fund 601	\$755,421.50
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\$1,375,000.00 in grant funding has been allocated for the project by the Public Facilities Authority (PFA). Due to the favorable bids and per Council direction at the July 7th Work Session, additional LSL replacements are being prepared for bid. Once the bid results are received, two agreements with the PFA will be executed. The first is a master agreement. The master agreement allows for this project as well as any additional lead service line replacement projects to be funded. The second is a project order. The project order will contain the specific costs for each project. Construction on the project is scheduled to begin in the summer of 2026 and be substantially completed by the end of December 2028.

Recommendation:

Approve Resolution 2026-204

Attachments:

1. Resolution 2026-204
2. Client Bid Results Ltr 1

CITY OF FARIBAULT

RESOLUTION #2026- 204

ACCEPT BIDS FOR LEAD SERVICE LINE REPLACEMENTS CITY CONTRACT 2026-10

WHEREAS,; pursuant to the advertisement for bids for the Lead Service Line Replacements Project, bids were received, opened, and tabulated according to law and the following bids were received complying with the advertisement for bids:

Wencl Construction Inc., Owatonna, MN	\$ 479,675.00
H & M Underground Solutions, LLC, Austin, MN	\$ 536,525.00
BCM Construction, Faribault, MN	\$ 665,665.00
A-1 Excavating, Inc., Bloomer, WI	\$1,117,900.00
Urban Companies, St. Paul, MN	\$1,252,342.00

; and

WHEREAS, it appears that Wencl Construction Inc., Owatonna, MN is the lowest responsible bidder; and

WHEREAS, that the Mayor and City Administrator are hereby authorized and directed to enter into contract with Wencl Construction Inc. in the name of the City of Faribault for the Lead Service Line Replacements City Contract 2026-10 in the amount of \$ 479,675.00, contingent upon receiving State grant funding, according to the Plans and Specifications prepared and on file in the office of the Public Works Director.; and

NOW, 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: July 14, 2026

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Stantec Consulting Services Inc.
733 Marquette Avenue, Suite 1000 Minneapolis, MN 55402

June 17, 2026

Honorable Mayor and City Council
City of Faribault
Engineering Department
1200 Belview Trail
Faribault, MN 55021

Re: Faribault LSL Replacements Improvements
Stantec Project No. 193807628
Bid Results

Dear Honorable Mayor and City Council:

Bids were opened for the Project stated above on June 17 2026. Transmitted herewith is a copy of the Bid Tabulation for your information and file. A copy will also be distributed to the Bidders once the Project has been awarded.

There were a total of 5 Bids. The following summarizes the results of the Bids received:

	Contractor	Total Base Bid
Low	Wencl Construction, Inc.	\$479,675.00
#2	H&M Underground Solutions	\$536,525.00
#3	BCM Construction, Inc.	\$665,665.00
#4	A-1 Excavating, Inc.	\$1,117,900.00
#5	Urban Companies	\$1,252,342.00

The low Bidder on the Project was Wencl Construction, Inc. with a Total Base Bid Amount of \$479,675.00. These Bids have been reviewed and found to be in order.

If the City Council wishes to award the Project to the low Bidder, then **Wencl Construction, Inc.** should be awarded the Project on the Total Base Bid in the Amount of **\$479,675.00.**

Should you have any questions, please feel free to contact me at (507) 529-6030.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Brett Grabau, P.E.

Enclosure