



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, JUNE 14, 2022

6:00 PM

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

2. Presentations/Introductions

- A. Amateur Radio Field Day Proclamation

3. Approve minutes of May 25, 2022 City Council Meeting

- A. May 25, 2022 City Council Meeting Minutes

4. Consent Agenda

- A. List of Claims for Release
- B. Resolution 2022-121 Accept Donations to Parks and Recreation Department
- C. Approve Change Order #3 for Buckham Center Roof Project
- D. Approve Amendment No. 2 to the Professional Services Contract with Stonebrooke Engineering for the 30th Street NW and TH 3 Roundabout Project - City Contract 2023-04
- E. Approve LG240B Application to Conduct Excluded Bingo for the Rice County Fair
- F. Approve Hangar Rental Agreement
- G. Approve Professional Services Proposal for 1st Street SE Improvements
- H. Approve Updated Non-Profit/Civic Organization Funding Policy
- I. Resolution 2022-125 Approve Massage Therapist License
- J. Approve Use of City View Park for the American Radio Relay League Field Day
- K. Resolution 2022-126 Accept Hannah Lips Foundation Grant and Revise Budget
- L. Resolution 2022-129 Authorize the Execution of an Agreement between the City of Faribault and the Center for Energy and the Environment Related to Home Energy Squad Visits
- M. Approve Quote to Purchase Toro Workman HDX
- N. Resolution 2022-130 Acknowledging the Noncompetitive Nature of Water Meter Radio Equipment
- O. Approve 2022 CIP Purchase – Replacement of Sign Plotter
- P. Approve Memo of Understanding with Faribault School District
- Q. Resolution 2022-131 Approve Street Closures for IRIS 5K/10K Turkey Trot
- R. Resolution 2022-132 Approve Hiring of Records Specialist
- S. Police Department - Enterprise Fleet Management Agreement
- T. Resolution 2022-133 Approve Settlement Agreement and Release of All Claims for Case No. 18-CV-01643 (JRT/HB) Jones, et al. v. City of Faribault

5. Requests to be Heard

6. Public Hearings – None

7. Items for Discussion

- A. Resolution 2022-124 Approve Plans & Specification and Establish Bid Date for 2022 Prairie Ridge Park Improvements - Contract 2022-09
- B. Resolution 2022-127 Approve Variances to Allow Construction of a New Garage to Exceed Permitted Square Footage and Height at 2518 14th Street NE
- C. Resolution 2022-128 Approving a Conditional Use Permit for a 1,200 Square Foot Garage at 2518 14th Street NE
- D. Ordinance 2022-14 Remove the Heritage Preservation Overlay Zoning District from the Former Johnston Hall Site at 633 1st Street SE - First Reading
- E. Ordinance 2022-15 Rezone the Allina Health System Campus to P/I, Public/Institutional - First Reading
- F. Ordinance 2022-16 Rezone the Allina Health System Campus to PUD Overlay Zoning District #2022-16 and Approve the Related Development Plan - First Reading
- G. Ordinance 2022-17 Rezone the Parcels at 1001, 1101, 1105 Division Street West from I-2, Heavy Industrial to C-2, Highway Commercial - First Reading
- H. Ordinance 2022-18 Amend Sec. 7-38 of the Faribault City Code of Ordinances regarding Licensing of Rental Units - First Reading
- I. Ordinance 2022-19 Amend Sec. 7-40(h) of the Faribault City Code of Ordinances regarding Occupancy Standards for Rental Dwelling Licenses - First Reading
- J. Ordinance 2022-20 Repeal and Replace Sec. 7-41 of the Faribault City Code of Ordinances regarding Disorderly Conduct Prohibition for Rental Dwelling Licenses - First Reading
- K. Ordinance 2022-21 Repeal and Replace Sec. 7-42 of the Faribault City Code of Ordinances regarding the Crime-free Housing Program - First Reading

8. Bids - None

9. Boards and Commissions Reports, Announcements and Project Updates

10. Adjournment

(The Council may meet as a group for dinner)

NOTE:

CC Closed Captioning of Council meetings available on FCTV.

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Office of the Mayor City of Faribault Proclamation

Whereas, Amateur Radio operators are celebrating over a century of the miracle of the human voice broadcast over the airwaves; and

Whereas, Amateur Radio has continued to provide a bridge between peoples, societies and countries by creating friendships and the sharing of ideas; and

Whereas, Amateur Radio Operators have also provided countless hours of community services both in emergencies and to other local organizations throughout these decades; and

Whereas, these Amateur Radio services are provided wholly uncompensated; and

Whereas, these same individuals have further demonstrated their value in public assistance by providing free radio communications for local parades, bike-a-thons, walk-a-thons, fairs and other charitable public events; and

Whereas, the City of Faribault recognizes and appreciates the diligence of these "hams" who also serve as weather spotters in the Skywarn program of the National Weather Service; and

Whereas, the ARRL is the leading organization for Amateur Radio in the USA; and

Whereas, the ARRL Amateur Radio Field Day exercise will take place on June 25, 2012 and is an emergency preparedness exercise and demonstration of the Radio Amateurs' skills and readiness to provide self-supporting communications without further infrastructure being required;

Now Therefore, I Kevin F. Voracek, Mayor for the City of Faribault do hereby officially recognize and designate June 25, 2022 as Amateur Radio Field Day.

*In witness whereof I have hereunto
Set my hand and cause the seal to
be affixed*

Mayor

Date

June 14, 2022



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

WEDNESDAY, MAY 25, 2022

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

The regular meeting of the City Council was called to order by Vice Mayor Tom Spooner at 6:00 pm. Councilors Sara Caron, Peter van Sluis, Tom Spooner, Janna Viscomi and Jon Wood were in attendance. Councilor Royal Ross was absent. Mayor Kevin Voracek arrived at 6:11pm. Also in attendance were City Administrator Tim Murray, Assistant to the City Administrator Heather Slechta, City Planner David Wanberg, Police John Sherwin, Finance Director Jeanne Day, City Engineer Mark DuChene and Fire Chief Dustin Dienst.

Presentations/Introductions

Swearing-in of Paid-on-Call Firefighters

City Administrator Tim Murray swore in four new Paid-on-Call Firefighters. Fire Chief Dustin Dienst introduced the following new members; Clayton Voegelé, James Wunderlich, Nicholas Donahue and Daniel Ferguson.

Approve minutes of the May 10, 2022 City Council Meeting

Motion by Wood, seconded by van Sluis to approve the May 10, 2022 City Council Meeting Minutes and carried unanimously.

Consent Agenda

- A. List of Claims for Release
- B. Approve 1-4 Day Liquor License for the Rice County Fair
- C. Resolution 2022-110 Approve 2022 Garbage/Refuse Hauler License Renewals
- D. Approve Hangar Rental Agreement
- E. Resolution 2022-116 Approve Appointments of Committee, Board, and Commission Members
- F. Accept Quote for Fuel System Update
- G. Approve Task Order No. 13 for On-Call Aviation Engineering Services with Foth
- H. Approve 1-4 Day Liquor License for Faribault Minnesota Chapter, Inc.
- I. Resolution 2022-117 Authorize Payment as Recommended by the Charitable Gambling Board to Allina Health Faribault Medical Center
- J. Resolution 2022-118 Authorize Payment as Recommended by the Charitable Gambling Board to the Faribault Diversity Coalition
- K. Resolution 2022-120 Accept CenterPoint Energy Community Safety Grant Award
- L. Approve 2022 Manufactured Home Parks Emergency Plans
- M. Approve Police Department Policy 405 - Confidential Informants
- N. Approve Reorganization, Job Classifications, and Job Descriptions for the Community and Economic Development Department
- O. Resolution 2022-122 Approve Hiring of Library Receptionist
- P. Approve Police Policy 324 - Bicycle Patrol
- Q. Resolution 2022-123 Approve Massage License

Motion by Wood, seconded by Caron to approve Consent Agenda Items 4A-4Q and carried unanimously with the exception of Item 4J. which carried 5:0 with van Sluis abstaining due to a conflict of interest with item 4J. Resolution 2022-118 Authorize Payment as Recommended by the Charitable Gambling Board to the Faribault Diversity Coalition.

Requests to be Heard – None

Public Hearings – None

Items for Discussion

Presentation of the Annual Comprehensive Financial Report

Finance Director Jeanne Day introduced Matt Mayer of BerganKDV. Mr. Mayer provided the Council with an overview of the 2021 Audit.

Motion by Caron, seconded by Spooner to accept the 2021 Annual Comprehensive Financial Report.

Resolution 2022-111 Approve New 2022 On-Sale Intoxicating/Sunday Liquor License for The Golf Box LLC

Heather Slechta, Assistant to the City Administrator, explained that the Golf Box, LLC applied for an On-Sale Intoxicating/Sunday Liquor License. The Golf Box, LLC will be operating at 409 Central Avenue and has agreed to abide by State statutes and City ordinances regarding all requirements and the hours of sale of alcoholic beverages. The Police Department conducted a background check and a review of the Certificate of Liability Insurance by the City Attorney has been completed. The license will become effective once The Golf Box, LLC receives approval from the Department of Health, the City of Faribault Building Division and the Department of Public Safety-Alcohol and Gambling Enforcement Division.

Motion by Caron, seconded by Spooner to approve Resolution 2022-111 Approve New 2022 On-Sale Intoxicating/Sunday Liquor License for The Golf Box LLC and carried unanimously.

Resolution 2022-112 Approve the Final Plat of RSA PROPERTIES LLC SUBDIVISION

City Planner David Wanberg explained that on February 22, 2022, the City Council approved Resolution 2022-045, which approved a preliminary plat of the property commonly known as the C & S Vending Property at 1919 2nd Street NW. Rick Amundson on behalf of Sun Companies Property Management, LLC, now requested approval of the final plat of the property. The proposed final plat RSA PROPERTIES LLC SUBDIVISION is consistent with the preliminary plat.

The Planning Commission conducted a public hearing on May 2, 2022, to consider the request. No one from the public commented on the request, and the Planning Commission recommended that the City Council approve the final plat based on the findings and conditions included in the attached Resolution 2022-112. Presuming the City Council approves the final plat and related Developer's Platting Agreement, Mr. Amundson intends to submit an application later this year for a multi-family residential development on Lot 2, RSA PROPERTIES LLC SUBDIVISION.

Councilor Viscomi asked where access to the property would be, Wanberg expected in to be off 20th Avenue NW.

Motion by Wood, seconded by Spooner to approve Resolution 2022-112 Approve the Final Plat of RSA PROPERTIES LLC SUBDIVISION and carried unanimously.

Resolution 2022-113 Authorize Execution of the Developer's Platting Agreement Related to RSA PROPERTIES LLC SUBDIVISION

City Planner David Wanberg stated that the City Council approved Resolution 2022-112 Approve the Final Plat of RSA PROPERTIES LLC SUBDIVISION required that the Developer and City enter into a Developer's Platting Agreement. Resolution 2022-113 authorizes the Mayor and City Administrator to execute and record the Developer's Platting Agreement. The resolution also allowed City Staff and the City's Consultants to make limited revisions to the Agreement if needed to finalize the Agreement, including its exhibits.

Motion by Wood, seconded by Spooner to approve Resolution 2022-113 Authorize Execution of the Developer's Platting Agreement Related to RSA PROPERTIES LLC SUBDIVISION and carried unanimously.

Ordinance 2022-12 Amend the Development Standards Outlined in Section 3 of Ordinance 2007-19 Rezoning of Real Property to Create a Planned Unit Development Mixed-Use for Divine Mercy

Catholic Church - Second Reading and Approve Summary Publication of Ordinance 2022-12

City Planner David Wanberg explained that on May 2, 2022, the City Council approved the first reading of Ordinance 2022-12, which amends the Divine Mercy Catholic Church (DMCC) PUD to allow the former single-family residence on CR 45/Albers Avenue to be used as a "place of assembly." Wanberg explained that there have been changes made since the Council's approval of the first reading of the Ordinance. One of the changes included the connection to municipal sewer and water. DMCC reported that the existing septic system associated with the proposed place of assembly is non-compliant. DMCC intends to connect the proposed place of assembly on CR 45/Albers Avenue to municipal sewer and water as soon as possible. Section 3, 4, C of the PUD has been amended to state that the City will not issue a certificate of occupancy for the proposed place of assembly until the use complies with all applicable codes and ordinances. Per the City Council's May 2 direction, Section 3, 6 of the PUD has been amended to waive the concrete curb and gutter requirement for the proposed place of assembly on CR 45/Albers Avenue. However, to ensure no misunderstanding Wanberg reiterated that DMCC intends to use the proposed place of assembly on CR 45/Albers Avenue for ten or more years. DMCC does not intend to remove the proposed place of assembly with the construction of the proposed elementary school in 2023/24.

Since the first reading of Ordinance 2022-12, the City received an additional comment from the public stating that someone removed the required barricades at the illegal private drive between the proposed place of assembly and the existing church. DMCC reports that they did not authorize the removal of the barricades. They continue to publicize to others that DMCC must either immediately remove the private drive or prevent all use of the illegal private drive until the drive is removed as part of the planned 2023/24 school construction.

Motion by Spooner, seconded by van Sluis to approve Ordinance 2022-12 Amend the Development Standards Outlined in Section 3 of Ordinance 2007-19 Rezoning of Real Property to Create a Planned Unit Development Mixed-Use for Divine Mercy Catholic Church - Second Reading

Roll Call Vote:

Aye: Councilor Caron, van Sluis, Spooner, Viscomi, Wood and Mayor Voracek

Nay:

Motion carried 6:0

Motion by van Sluis, seconded by Caron to approve Summary Publication of Ordinance 2022-12 and carried unanimously.

Ordinance 2022-13 Amend the Faribault Code of Ordinances Related to the City's Municipal Separate Storm Sewer System (MS4) Permit - First Reading

City Engineer Mark DuChene explained that the City's Municipal Separate Storm Sewer System (MS4) permit, which is a required permit administered by the MN Pollution Control Agency (MPCA) and mandated by the Federal EPA, expired in 2018 and was reissued in 2020. The City received approval of the City's renewal application in October 2021 and has 12 months from that date to update City ordinances/policies/etc. to be in permit compliance. DuChene reviewed the proposed ordinance changes that are required to be adopted by the City Council in order for the City to become MS4 permit compliant. As part of the proposed ordinance changes related to the City's MS4 permit, staff also recommended that the Council adopt a Developers Guide for Stormwater Management guidebook, which is referenced numerous times in the proposed ordinance changes. This guidebook is intended to be a one-stop shop for all things stormwater/surface water related for builders and developers and is intended to synthesize city codes and state/federal/local permit requirements into one place. This guidebook replaces many of the permit level details that are currently in City ordinances.

As part of the MS4 permit renewal, the City hired a consultant to update the City's Surface Water Management Plan (SWMP). The previous SWMP was completed in 2004. The updated SWMP includes many changes from the 2004 plan including a City wide storm sewer model, updates to design standards and reflects the City's staged growth plan as adopted by the City's Journey to 2040 Comprehensive Plan.

The proposed ordinance changes, draft Developer's Guide for Stormwater Management and Draft

SWMP were discussed with the Environmental Commission on April 25, 2022 and the City Council at their Work Session on May 3, 2022, and those comments have been incorporated into the updated draft documents. A public hearing was held on May 16, 2022 by the Planning Commission to consider the proposed ordinance changes under Ordinance 2022-13. There were no comments received from the public at the public hearing and the Planning Commission on a 6-0 vote recommended the attached ordinance be approved by the City Council.

Final drafts of the Developers Guide for Stormwater Management and the adoption of the updated Surface Water Management Plan will be brought back to the Council for formal approval with the Second Reading of Ordinance 2022-13.

Motion by van Sluis, seconded by Caron to approve Ordinance 2022-13 Amend the Faribault Code of Ordinances Related to the City's Municipal Separate Storm Sewer System (MS4) Permit - First Reading

Roll Call Vote:

Aye: Councilor Caron, van Sluis, Spooner, Viscomi, Wood and Mayor Voracek

Nay:

Motion carried 6:0

Resolution 2022-115 Approve Plans and Specifications and Establish Bid Date for 55 Willow Street, 127 Willow Street and 217 Mill Street Building Demolitions - Contract 2022-10

City Engineer Mark DuChene explained that Resolution 2022-115 approves the demolition plans and specifications for the proposed 55 Willow St., 127 Willow St. and 217 Mill St. Building Demolitions - Contract 2022-10, including the removal of existing buildings, pavements, and related improvements to the subject properties. The buildings and related improvements were deemed surplus property by the City Council on April 12, 2022 upon the passage of Resolution 2022-076.

The preliminary total estimated cost of the improvements, including 5% contingency and 15% engineering, is \$356,200.00. Proposed funding for the project is from the public facilities fund (437). The attached resolution also establishes a bid date of June 22, 2022 for the project. Construction is scheduled to begin in June/July, with substantial completion by the end of August 2022.

Councilor Viscomi asked if there was any way to salvage parts of the building, DuChene stated that it is up to the demo company, they will usually factor that into their bids.

Motion by Viscomi, seconded by Wood to approve Resolution 2022-115 Approve Plans and Specifications and Establish Bid Date for 55 Willow Street, 127 Willow Street and 217 Mill Street Building Demolitions - Contract 2022-10 and carried unanimously.

Resolution 2022-119 Approve a Conditional Use Permit for Development in the Shoreland Overlay District at Taco John's 1431 4th St NW

City Planner David Wanberg explained that Pentex Restaurant Group, requested a conditional use permit (CUP) for development in the Shoreland Overlay District to allow a 326 square foot building addition on Taco John's Restaurant located at 1431 4th St. NW. The improvements will also reconfigure the interior layout for the kitchen and dining area. The project will reduce the number of available parking stalls by two spaces but will still meet the ordinance requirements. Setbacks for the parking lot are non-conforming but are in place as originally approved by the City when the site was first built in the 1980's. No new hard surface area is planned with this site improvement. The MnDNR did not have any comments on this request.

The Planning Commission, at its meeting of May 16, 2022, held a public hearing regarding this application. No adjoining owners or others from the public were in attendance during the public hearing. The City did not receive any public comments regarding the matter. The Planning Commission received the staff report and concurred with the Development Review Committee's recommendation for approval in this case. The Planning Commission, by a vote of 6-0, approved the draft findings in support of the application and also recommended approval of the Conditional Use Permit for Shoreland Development as requested.

Motion by Spooner, seconded by van Sluis to approve Resolution 2022-119 Approve a Conditional Use Permit for Development in the Shoreland Overlay District at Taco John's 1431 4th St NW and carried unanimously.

Bids

Resolution 2022-114 Accept Bids for 2022 Faribault Road Reconstruction and Lyndale Avenue Trail Improvements - City Contract 2022-03

City Engineer Mark DuChene explained that on Wednesday, May 18, 2022, bids were received for the proposed 2022 Faribault Road and Lyndale Avenue Trail Improvements - Contract 2022-03 project, including pavement replacement, concrete curb and gutter construction, watermain replacement, bituminous trail construction, and related improvements on Faribault Road (Town Square Lane to Jensen Drive) and Lyndale Avenue Trail (Town Square Lane to Highland Place).

The bids are tabulated as follows:

RAW Construction, LLC, Faribault, MN	\$ 1,003,039.35
JJD Companies, LLC, Blooming Prairie, MN	\$ 1,069,874.50
Ramsey Excavating Co., Inc., Brooklyn Park, MN	\$ 1,371,138.90
Engineer's Estimate	\$ 975,920.00

Based on the low bidder's prices, the estimated funding for the project is as follows including contingencies and engineering fees:

Street Improvement Fund (401)	\$ 698,750.00	57.7%
Municipal State Aid Funds (MSAS)	\$ 180,750.00	14.9%
DNR Trails Grant	\$ 100,000.00	8.3%
Storm Water Utility Fund (603)	\$ 231,670.00	19.1%
Total	\$ 1,211,170.00	100.0%

It was recommended to award to the low bidder, RAW Construction, LLC. Construction on the project is scheduled to begin in July and be substantially completed by the end of October 2022.

Councilor Viscomi asked if there was a sidewalk, DuChene stated that there is a sidewalk on Highland Place that runs all the way to Prairie Avenue. Mayor Voracek stated that the new trail goes up and over, DuChene stated that the slope is only 5-6%, it looks worse than it actually is.

Motion by van Sluis, seconded by Viscomi to approve Resolution 2022-114 Accept Bids for 2022 Faribault Road Reconstruction and Lyndale Avenue Trail Improvements - City Contract 2022-03 and carried unanimously.

Boards and Commissions Reports, Announcements and Project Updates

The Monthly Financial Report was provided to the Council as part of the meeting materials prior to the meeting.

Mayor Voracek asked if Fleckenstein Park would be completed by Heritage Days, City Administrator Tim Murray stated that it looked like it would be completed by the end of June. Mayor Voracek informed the Council and public about the upcoming Memorial Day events including the annual parade and ceremonies.

Councilor van Sluis brought up concerns regarding the pedestrian crossing at Willow Street near the Faribault Middle School and requested that a flashing sign be considered.

Adjournment

Motion by Viscomi, seconded by van Sluis to adjourn the meeting and carried unanimously. The meeting was adjourned at 6:58 pm.

Respectfully Submitted,

Heather Slechta
Assistant to the City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Day, Finance Director
MEETING DATE: June 14, 2022
SUBJECT: List of Claims for Release

Background:

A copy of the list of claims is available for City Council review through the City Administrator, in the amount of \$2,007,678.19, which includes check numbers 174822 to 174998 and automatic clearing house payments.

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

Recommendation:

Approve the attached List of Claims for release.

Attachments:

1. 06-14-2022 Council AP List

AP
AP Council Approval 06-14-2022



User: astadler
Printed: 6/10/2022 9:54:50 AM

Check Numb	Last Name	Acct 1	Amount	Description
174844	1250 Autumn Holdings LLC	601-00000-000-20200	23.48	Reissue Ck#172453-Refund 019971-002 - 1250 Autumn Dr
	1250 Autumn Holdings LLC		23.48	
174845	1st Line/Leewes Ventures LLC	101-45125-450-42990	707.25	Concession Items for Resale at Aquatic Center
	1st Line/Leewes Ventures LLC		707.25	
0	5 Star Inspections Inc	101-42124-420-43090	5,345.84	Electrical Inspections
	5 Star Inspections Inc		5,345.84	
174846	911 Tech Inc	101-42123-420-43095	2,890.00	Setup and Annual Subscription for FTO Software
	911 Tech Inc		2,890.00	
0	A H Hermel Candy & Tobacco	101-45125-450-42990	848.72	Concession Items for Resale at Aquatic Center
0	A H Hermel Candy & Tobacco	101-45125-450-42990	1,053.02	Concession Items for Resale at Aquatic Center
	A H Hermel Candy & Tobacco		1,901.74	
174847	Abbott Sharon	601-00000-000-20200	45.29	Refund Check 012120-002, 310 Irving Ave
	Abbott Sharon		45.29	
174848		241-46330-461-44375	246.00	621 Hulet June Utility Reimb
			246.00	
174849	Airgas USA LLC	101-43126-430-44160	3.52	Tank Rental - Shop
	Airgas USA LLC		3.52	

Check Numb	Last Name	Acct 1	Amount	Description
0	All Pro Cleaners LLC	898-46310-000-44010	127.08	#205 Cleaning 4.25 Hours
0	All Pro Cleaners LLC	241-46330-461-44010	119.60	49 Units Trash/Litter Clean up
0	All Pro Cleaners LLC	898-46310-000-44010	1,113.78	37.25 May 2022 Janitorial Service
	All Pro Cleaners LLC		1,360.46	
174850	Allied 100 LLC	101-45122-450-42410	2,708.00	AED (Defibrillator) Hannah Lips Grant
	Allied 100 LLC		2,708.00	
174851	Allina Health Faribault Medical Center	210-46100-410-44383	5,000.00	Johnston Hall Memorial Garden Charitable Gambling Donation
	Allina Health Faribault Medical Center		5,000.00	
174852	Amazon Capital Services	101-45500-450-42010	52.06	Poster Frames/Notepads
174852	Amazon Capital Services	101-45500-450-43130	58.56	Bike Mobile Accessories
174852	Amazon Capital Services	101-45500-450-42010	70.97	Magnetic Dry Erase Board
174852	Amazon Capital Services	101-42123-420-42170	66.09	Bike Helmet
174852	Amazon Capital Services	601-49430-000-42010	3.90	11x17 Paper
174852	Amazon Capital Services	101-45500-450-42190	31.09	Books
174852	Amazon Capital Services	101-43121-430-42010	41.50	11x17 Paper
174852	Amazon Capital Services	101-45500-450-42010	12.99	Container for Info Magnets
174852	Amazon Capital Services	101-42220-420-42110	80.93	Blood Pressure Cuff
174852	Amazon Capital Services	101-45140-450-42110	9.99	Fun Center Power Cord
174852	Amazon Capital Services	101-42123-420-42170	312.62	Bike Helmets and Gloves
174852	Amazon Capital Services	602-49450-000-42010	3.90	11x17 Paper
174852	Amazon Capital Services	101-45500-450-42190	25.79	Books
174852	Amazon Capital Services	101-42110-420-42110	37.07	Eye Wash Solution
174852	Amazon Capital Services	101-42220-420-42110	532.14	Case / Battery Pack for Motorola
174852	Amazon Capital Services	101-45140-450-42410	365.97	Youth Sports Equipment
174852	Amazon Capital Services	101-42123-420-42410	20.98	iPhone Case
174852	Amazon Capital Services	101-45500-450-42190	101.75	Books
174852	Amazon Capital Services	101-45126-450-42110	75.96	Television Stands
174852	Amazon Capital Services	101-45140-450-42110	97.85	Washington Camp Programs
174852	Amazon Capital Services	101-45110-450-42010	15.98	Time Clock Ribbons
174852	Amazon Capital Services	101-42121-420-42410	125.93	Air Purifiers for Evidence Room
174852	Amazon Capital Services	101-45130-450-42410	80.96	Fitness Equipment
174852	Amazon Capital Services	101-45500-450-42190	13.93	Books
174852	Amazon Capital Services	101-45126-450-42410	533.94	Baby Changing Stations
174852	Amazon Capital Services	101-45500-450-43130	26.98	Supplies for Take-n-Make
174852	Amazon Capital Services	602-49480-000-42110	11.87	Hand Cleaner WRF
174852	Amazon Capital Services	101-45200-450-42210	57.59	Carburetor Kit
174852	Amazon Capital Services	603-49500-000-42010	0.56	11x17 Paper

Check Numb	Last Name	Acct 1	Amount	Description
174852	Amazon Capital Services	101-45140-450-42110	152.92	Youth Sports Supplies
174852	Amazon Capital Services	101-45500-450-43130	30.98	Bike Mobile Accessories
	Amazon Capital Services		3,053.75	
174853	American Red Cross	101-45130-450-43131	140.00	Public Certification Class-Adult & Pediatric First Aid
174853	American Red Cross	101-45122-450-43140	360.00	Staff Training
174853	American Red Cross	101-45130-450-43131	225.00	Enrichment Course
	American Red Cross		725.00	
174854	American Training & Inspection LLC	601-49430-000-43090	975.00	Water Plant Panels Infrared Service
174854	American Training & Inspection LLC	602-49450-000-43090	975.00	Sanitary Liftstation Infrared Service
	American Training & Inspection LLC		1,950.00	
174855	Ancom Technical Center	101-42220-420-44045	140.00	Minitor V Pager Repair
174855	Ancom Technical Center	101-42500-420-42110	231.10	Siren Equipment Parts
174855	Ancom Technical Center	101-42500-420-44045	295.00	Siren Equipment Repairs
174855	Ancom Technical Center	101-42220-420-44045	635.00	Radio Repair
	Ancom Technical Center		1,301.10	
174856	Anderka Orland	101-45200-450-44050	8,160.00	Concrete Bell Field
174856	Anderka Orland	101-45122-450-44010	5,389.75	Replace Doors and Repair Doors
	Anderka Orland		13,549.75	
0	APG Media of Southern Minnesota LLC	101-45500-450-43132	388.00	150th City Charter Ad in Faribault Daily News Profile Section
0	APG Media of Southern Minnesota LLC	101-41910-410-43510	514.73	Legal Notices for Publication
	APG Media of Southern Minnesota LLC		902.73	
0	Arrow Electric LLC	101-42110-420-44010	128.07	Convert Fluorescent Light Fixture to LED
0	Arrow Electric LLC	101-42110-420-44010	82.07	Converted Fluorecent Light Fixture to LED
0	Arrow Electric LLC	101-45200-450-44010	82.07	Repair Light Fixture-Trail Building
0	Arrow Electric LLC	101-43160-430-44045	184.00	Light Repair-Middle School & Parshall
	Arrow Electric LLC		476.21	
174857	Aspen Mills	101-42123-420-42180	944.00	Body Armor / V Esquivel
174857	Aspen Mills	101-42700-420-42180	637.04	Full Uniform / M Vaale
174857	Aspen Mills	101-42123-420-42180	151.31	Uniform Shirts / J Burbank

Check Numb	Last Name	Acct 1	Amount	Description
174857	Aspen Mills	101-42700-420-42180	453.24	Full Uniform / M Trupe
174857	Aspen Mills	101-42123-420-42180	91.30	Cargo Pant - Key Holder / M Knutson
174857	Aspen Mills	101-42700-420-42180	109.99	Boots / S Irvin
	Aspen Mills		2,386.88	
0	Auto Value Parts Store	101-42220-420-42210	56.99	Auto V-Rib #2155
0	Auto Value Parts Store	101-45110-450-42210	13.99	Seal
0	Auto Value Parts Store	101-42123-420-42210	5.49	Miniature Lamps / #11
	Auto Value Parts Store		76.47	
174858	Axon Enterprise Inc	101-42123-420-42410	292.25	Molle Mount
	Axon Enterprise Inc		292.25	
174859	B & B Excavating Inc	241-46330-461-44010	910.00	412 13th St/527 Lincoln Unplug Sink Drain/Jet Manholes 910S
174859	B & B Excavating Inc	898-46310-000-44010	750.00	Cleaned 17 Kitchen Sink Drain Lines From Roof
	B & B Excavating Inc		1,660.00	
174860	Baker & Taylor Entertainment	101-45500-450-42190	11.33	Books
174860	Baker & Taylor Entertainment	101-45500-450-42190	17.14	Books
174860	Baker & Taylor Entertainment	101-45500-450-42190	130.08	Books
174860	Baker & Taylor Entertainment	101-45500-450-42190	561.21	Books
174860	Baker & Taylor Entertainment	101-45500-450-42190	10.88	Books
174860	Baker & Taylor Entertainment	101-45500-450-42190	110.54	Books
174860	Baker & Taylor Entertainment	101-45500-450-42190	178.89	Books
174860	Baker & Taylor Entertainment	101-45500-450-42190	314.76	Books
174860	Baker & Taylor Entertainment	101-45500-450-42190	544.92	Books
174860	Baker & Taylor Entertainment	101-45500-450-42190	5.44	Books
174860	Baker & Taylor Entertainment	101-45500-450-42190	139.79	Books
174860	Baker & Taylor Entertainment	101-45500-450-42190	129.01	Books
	Baker & Taylor Entertainment		2,153.99	
174861	Behrens Larry	601-00000-000-20110	10.30	Reissue Ck #170907-Refund 016019-004 (942 Carlton Ave)
	Behrens Larry		10.30	
0	BGMN Inc	101-43126-430-42110	268.89	After Treatment Service Kits - Shop
0	BGMN Inc	601-49430-000-42130	46.80	Diesel Fuel Additive for Stock
0	BGMN Inc	602-49450-000-42130	46.80	Diesel Fuel Additive for Stock

Check Numb	Last Name	Acct 1	Amount	Description
0	BGMN Inc	101-43121-430-42130	124.79	Diesel Fuel Additive for Stock
0	BGMN Inc	101-45200-450-42130	62.38	Diesel Fuel Additive for Stock
0	BGMN Inc	101-42123-420-42130	31.20	Diesel Fuel Additive for Stock
0	BGMN Inc	601-49430-000-42130	23.05	Oil for Unit 25
	BGMN Inc		603.91	
0	BHE Renewables	602-49480-000-43810	7,438.04	Solar Energy April
	BHE Renewables		7,438.04	
174862	Blackburn Manufacturing Co	601-49430-000-42110	209.84	Water Locate Flags
174862	Blackburn Manufacturing Co	603-49500-000-42110	209.84	Storm Water Locate Flags
174862	Blackburn Manufacturing Co	602-49450-000-42110	209.84	Sanitary Locate Flags
	Blackburn Manufacturing Co		629.52	
0	Bolton & Menk Inc	601-49430-000-45300	4,355.00	(2019-12A) NW Water Tower 4/16/22-5/13/22
0	Bolton & Menk Inc	401-43121-430-45300	175.00	(2023-x) Northern Link Trail-Project 0M1.125143
	Bolton & Menk Inc		4,530.00	
0	Border States Industries Inc	101-45122-450-42230	298.84	Light Bulbs
0	Border States Industries Inc	101-45200-450-42110	312.24	PVC Pipe/Fittings Ground Sleeve
0	Border States Industries Inc	101-45122-450-42230	298.84	Pool Light Bulbs
	Border States Industries Inc		909.92	
174863	Braun Intertec Corporation	601-49430-000-45300	967.50	(2019-12A) Water Tank Materials Testing
	Braun Intertec Corporation		967.50	
174864	Brisson Pat	601-00000-000-20200	29.74	Refund Check 021774-000, 1123 Shumway Ct
	Brisson Pat		29.74	
174865	Bussert Karen M	101-42123-420-43090	80.00	Police Decals for Bicycles
174865	Bussert Karen M	101-42110-420-43090	130.00	No Trespassing Signs
	Bussert Karen M		210.00	
174829	c/o Teledoc Inc Healthiest You	101-00000-000-21707	990.00	Healthiest You - June

Check Numb	Last Name	Acct 1	Amount	Description
	c/o Teledoc Inc Healthiest You		990.00	
174866	Canon Financial Services Inc	240-46210-460-44160	224.41	Copier Lease for 3rd Floor
174866	Canon Financial Services Inc	601-49430-000-44160	11.46	Public Works Copier Rent 5/1/22-5/31/22
174866	Canon Financial Services Inc	101-42124-420-44160	201.90	Copier Leases
174866	Canon Financial Services Inc	603-49500-000-44160	1.63	Public Works Copier Rent 5/1/22-5/31/22
174866	Canon Financial Services Inc	101-43121-430-44160	110.14	Public Works Copier Rent 5/1/22-5/31/22
174866	Canon Financial Services Inc	101-42210-420-44160	68.46	Copy Machine Charges 05/01/2022-05/31/2022
174866	Canon Financial Services Inc	101-41940-410-44160	224.41	Copy Machine Lease
174866	Canon Financial Services Inc	601-49430-000-44160	11.46	Public Works Copier Rent 5/1/22-5/31/22
	Canon Financial Services Inc		853.87	
174867	Carlisle-Garcia Moises Garcia Tosca	601-00000-000-20200	45.50	Refund Check 024558-000, 612 Tatepaha Blvd
	Carlisle-Garcia Moises Garcia Tosca		45.50	
174837	Carter Craig	601-00000-000-20200	146.90	Refund Check 008998-000, 2337 Kennedy Dr
	Carter Craig		146.90	
0	Casper Kari	290-46500-462-42115	17.72	Treats for EDA Monthly Meeting
	Casper Kari		17.72	
174868	Castle Rock Materials LLC	101-43121-430-42240	1,671.11	Crushed Rock for Gravel Roads
	Castle Rock Materials LLC		1,671.11	
174869	Cemstone Products Co Inc	601-49430-000-42110	562.50	Concrete WTP
	Cemstone Products Co Inc		562.50	
174871	CenturyLink	101-41940-410-43210	26.38	Monthly Phone Bill - April
174871	CenturyLink	101-41940-410-43210	19.24	Monthly Phone Bill - May
174870	CenturyLink	602-49480-000-43210	173.43	507-334-8696 581
174870	CenturyLink	101-42210-420-43210	123.62	507-334-0486 496
174870	CenturyLink	101-41940-410-43210	284.63	507-332-2400 019
174870	CenturyLink	101-41940-410-43210	325.00	City Hall - June
174870	CenturyLink	902-00000-000-23935	297.05	Monthly Phone Bill
174870	CenturyLink	902-00000-000-23935	-297.05	507 Z01-0018 863 Monthly Phone Bill
174870	CenturyLink	902-00000-000-23935	719.98	Monthly Service 05/13/22-06/12/22

Check Numb	Last Name	Acct 1	Amount	Description
174870	CenturyLink	225-49810-430-43210	57.81	507-334-3495 952 Airport
174870	CenturyLink	225-49810-430-43210	57.81	507-334-7494 946 Airport
174870	CenturyLink	601-49430-000-43210	81.88	507-332-9045 313Sensus Back-up Dialer
174870	CenturyLink	225-49810-430-43210	65.81	507-334-2850 219
174870	CenturyLink	101-41940-410-43210	57.81	507-334-8409 948
174870	CenturyLink	902-00000-000-23935	-719.98	Monthly Service 05/13/22-06/12/22
174870	CenturyLink	602-49450-000-43210	65.81	507-334-0586 787
174870	CenturyLink	101-45500-450-43210	48.42	507 334-0138 069 Elevator Phone
	CenturyLink		1,387.65	
174872	Chadderdon Lumber	601-49430-000-42110	75.98	Foam Board
	Chadderdon Lumber		75.98	
174873	Ciesluk Gregory	601-00000-000-20200	19.08	Refund Check 021624-000, 2421 Woodland Dr
	Ciesluk Gregory		19.08	
0	Cintas Corporation	101-45200-450-44060	30.95	Laundry
0	Cintas Corporation	602-49480-000-44060	30.45	Uniform Laundry
0	Cintas Corporation	898-46310-000-44060	14.04	Mats
0	Cintas Corporation	101-45200-450-44060	30.95	Laundry
0	Cintas Corporation	602-49480-000-44060	18.61	Lab Towel/Floor Mats
0	Cintas Corporation	602-49450-000-44060	15.50	Uniform Cleaning Sewer
0	Cintas Corporation	602-49480-000-44060	12.71	Lab Towels/Floor Mats
0	Cintas Corporation	898-46310-000-42110	6.00	Hand Sanitizer & Stand
0	Cintas Corporation	101-43121-430-44060	26.67	Uniform Cleaning Streets
0	Cintas Corporation	601-49430-000-44060	2.67	Laundry PWP
0	Cintas Corporation	602-49480-000-44060	12.71	Lab Towel/Floor Mats
0	Cintas Corporation	101-43121-430-44060	26.67	Uniform Cleaning Streets
0	Cintas Corporation	101-41940-410-44060	26.76	Mops and Towels
0	Cintas Corporation	603-49500-000-44060	0.37	Laundry PWP
0	Cintas Corporation	101-43126-430-44060	12.43	Uniform Cleaning Mechanics
0	Cintas Corporation	101-43121-430-44060	26.67	Uniform Cleaning Streets
0	Cintas Corporation	101-45200-450-44060	30.95	Laundry
0	Cintas Corporation	101-43126-430-44060	3.50	Laundry Shop Towels
0	Cintas Corporation	603-49500-000-44060	6.36	Uniform Cleaning Stormwater
0	Cintas Corporation	101-43126-430-44060	12.43	Uniform Cleaning Mechanics
0	Cintas Corporation	601-49430-000-44060	33.20	Uniform Laundry
0	Cintas Corporation	602-49450-000-44060	15.50	Uniform Cleaning Sewer
0	Cintas Corporation	602-49450-000-44060	2.67	Laundry PWP
0	Cintas Corporation	602-49480-000-44060	30.45	Uniform Laundry

Check Numb	Last Name	Acct 1	Amount	Description
0	Cintas Corporation	601-49430-000-44060	22.83	Uniform Cleaning Water
0	Cintas Corporation	601-49430-000-44060	22.83	Uniform Cleaning Water
0	Cintas Corporation	602-49450-000-44060	15.50	Uniform Cleaning Sewer
0	Cintas Corporation	601-49430-000-44060	22.83	Uniform Cleaning Water
0	Cintas Corporation	101-43121-430-44060	25.63	Laundry PWP
0	Cintas Corporation	101-43126-430-44060	3.50	Laundry Shop Towels
0	Cintas Corporation	603-49500-000-44060	6.36	Uniform Cleaning Stormwater
0	Cintas Corporation	603-49500-000-44060	6.36	Uniform Cleaning Stormwater
0	Cintas Corporation	101-43126-430-44060	12.43	Uniform Cleaning Mechanics
	Cintas Corporation		567.49	
174874	Cities Management	601-00000-000-20200	14.54	Refund Check 024171-001 (1377 South Tr)
	Cities Management		14.54	
174875	City of Faribault	241-46330-461-44375	187.00	910 SW 1st St June Utility Reimb to Water Acct 022499-001
174875	City of Faribault	241-46330-461-44375	14.00	1812 Shumway June Utility Reimb to Water Acct 024912-001
174875	City of Faribault	241-46330-461-44375	1.00	523 Division June Utility Reimb to Water Acct 016055-000
	City of Faribault		202.00	
0	Clausen Kim	241-46330-461-43090	770.00	RAD Repositioning
	Clausen Kim		770.00	
174876	Clean Choice Energy	101-45500-450-43810	1,359.40	30234228711 Division St E (Library)
174876	Clean Choice Energy	101-43160-430-43810	15.26	3041165121000 Lyndale Ave S
174876	Clean Choice Energy	602-49450-000-43810	113.83	3036919802219 Grant St NW Lift Station
174876	Clean Choice Energy	101-43170-430-43810	17.10	3041315032200 30 St NW Signal Lights
174876	Clean Choice Energy	101-45200-450-43810	13.70	303239611330 9th Ave SW Sr High Tennis Cts
174876	Clean Choice Energy	902-00000-000-23935	10,805.60	Solar Bill - April
174876	Clean Choice Energy	101-43160-430-43810	20.21	3043806371690 Highway 60W Street Lighting
174876	Clean Choice Energy	101-45200-450-43810	40.46	302261595920 9th Ave SW
174876	Clean Choice Energy	601-49430-000-43810	1,413.87	3039299721904 Fairgrounds Dr Well
174876	Clean Choice Energy	101-43160-430-43810	297.88	302767481210 3 St NE St Light
174876	Clean Choice Energy	101-43121-430-43810	2,970.71	3040518161200 Belview Tr
174876	Clean Choice Energy	101-45127-450-43810	91.96	304160080705 17 St SW (Soccer Complex)
174876	Clean Choice Energy	602-49450-000-43810	11.97	303203605319 Lind St Lift Station
174876	Clean Choice Energy	101-45200-450-43810	141.38	304017445900 Lyndale Ave N
174876	Clean Choice Energy	101-45200-450-43810	491.34	3025764661815 Alexander Dr
174876	Clean Choice Energy	101-43170-430-43810	68.05	3042653021990A Lyndale Ave N Signal
174876	Clean Choice Energy	101-45200-450-43810	13.14	3023211021000 7th Ave SW

Check Numb	Last Name	Acct 1	Amount	Description
174876	Clean Choice Energy	101-43170-430-43810	138.14	3025252474050 Highway 60W Signal Lights
174876	Clean Choice Energy	601-49430-000-43810	309.17	3040518161200 Belview Tr
174876	Clean Choice Energy	101-43160-430-43810	17.67	304116511800 Lyndale Ave SW
174876	Clean Choice Energy	101-43160-430-43810	19.68	3041165101904 Grant St
174876	Clean Choice Energy	101-45126-450-43810	481.84	303373970117 Shumway Ave
174876	Clean Choice Energy	601-49430-000-43810	1,069.02	302969048350 Alexander Park Well #6
174876	Clean Choice Energy	902-00000-000-23935	-10,805.60	Solar Bill - April
174876	Clean Choice Energy	101-45200-450-43810	123.73	3043066891800 Alexander Dr Concession Stand
174876	Clean Choice Energy	101-45200-450-43810	28.46	303510224520 3rd St NW (Central Pk Bandstand)
174876	Clean Choice Energy	603-49500-000-43810	43.96	3040518161200 Belview Tr
174876	Clean Choice Energy	101-43170-430-43810	144.62	3034532651500 7th St NW Signal Lights
174876	Clean Choice Energy	101-43160-430-43810	203.71	3041576453305 Highway 60
174876	Clean Choice Energy	602-49450-000-43810	13.81	3027721851150 Willow St Lift Station
174876	Clean Choice Energy	101-43160-430-43810	157.83	303661815495 Heritage Place
174876	Clean Choice Energy	602-49450-000-43810	309.17	3040518161200 Belview Tr
174876	Clean Choice Energy	101-43160-430-43810	124.42	3041576321602 2nd Ave NW
174876	Clean Choice Energy	101-42210-420-43810	540.11	302527702122 2nd St NW (Fire Hall)
	Clean Choice Energy		10,805.60	
174830	Colonial Life	101-00000-000-21711	80.00	PR Batch 00511.06.2022 Short Term Disability
	Colonial Life		80.00	
174877	Commercial Asphalt Company	601-49430-000-42240	876.25	Asphalt for Watermain Break Repairs
	Commercial Asphalt Company		876.25	
174878	Community Co-op Oil Assn	101-45110-450-42120	40.00	Gas for Mowers
174878	Community Co-op Oil Assn	101-00000-000-15520	12,390.00	Diesel Fuel for Vehicles & Equipment
174878	Community Co-op Oil Assn	101-42220-420-42120	-2.02	Credit for Fuel Tax Charged on Fuel at C-Store
174878	Community Co-op Oil Assn	101-42220-420-42120	30.15	Fuel
174878	Community Co-op Oil Assn	101-43121-430-42220	1,260.00	Re-Cap Tires for Stock - Streets
174878	Community Co-op Oil Assn	101-00000-000-15520	18,900.00	Unleaded Fuel for Vehicles & Equipment
174878	Community Co-op Oil Assn	101-43121-430-44040	65.90	Tire Mounting - Street #104
174878	Community Co-op Oil Assn	101-43121-430-42110	-1.36	Credit for Fuel Tax Charged on Fuel at C-Store
174878	Community Co-op Oil Assn	101-45200-450-44040	10.00	Tire Repair
174878	Community Co-op Oil Assn	101-43126-430-42110	27.94	Propane - Street #113
174878	Community Co-op Oil Assn	101-43121-430-44040	44.95	Tire Repair - Street #118
174878	Community Co-op Oil Assn	601-49430-000-42120	23.32	Non Oxy Fuel for Small Engines
174878	Community Co-op Oil Assn	601-49430-000-42120	54.13	Non Oxy Gas Small Engines
174878	Community Co-op Oil Assn	101-43126-430-42110	27.94	Forklift Cylinder Refill - Shop #113
174878	Community Co-op Oil Assn	101-45110-450-42120	-1.50	Credit for Fuel Tax Charged on Fuel at C-Store

Check Numb	Last Name	Acct 1	Amount	Description
174878	Community Co-op Oil Assn	101-41940-410-44040	15.00	Repair Tire - Vehicle #15
174878	Community Co-op Oil Assn	602-49450-000-42120	-0.92	Credit for Fuel Tax Charged on Fuel at C-Store
174878	Community Co-op Oil Assn	601-49430-000-42120	-3.15	Credit for Fuel Tax Charged on Fuel at C-Store
174878	Community Co-op Oil Assn	602-49450-000-42120	24.58	Non Oxy Fuel For Small Engines
	Community Co-op Oil Assn		32,904.96	
174838	Consolidated Communications	101-42110-420-43210	570.54	Police Phone Services and Long Distance Fees
174838	Consolidated Communications	601-49430-000-43250	72.65	Water Plant DSL w/ Static IP
174838	Consolidated Communications	101-41110-410-43250	13.42	Council Chambers TV Services
174838	Consolidated Communications	902-00000-000-23935	880.21	Consolidated Communications Monthly Subscription
174838	Consolidated Communications	902-00000-000-23935	-880.21	Consolidated Communications
174838	Consolidated Communications	101-41940-410-43250	223.60	City Hall Metro Line
	Consolidated Communications		880.21	
174879	Construction Supply Inc	101-45122-450-42230	147.00	Restroom Door Hinges
	Construction Supply Inc		147.00	
174880	Court Sports and More	101-43121-430-42110	245.00	Shirts and Sweatshirts
	Court Sports and More		245.00	
174881	Crane Creek Asphalt	601-49430-000-42240	9,457.02	Asphalt for Watermain Break Repairs
174881	Crane Creek Asphalt	601-49430-000-42240	3,820.52	Asphalt Well 3 Driveway
174881	Crane Creek Asphalt	601-49430-000-42240	5,454.52	Asphalt for Watermain Breaks
174881	Crane Creek Asphalt	601-49430-000-42240	2,514.62	Asphalt for Watermain Break Repairs
174881	Crane Creek Asphalt	601-49430-000-42240	10,912.33	Asphalt for Watermain Break Repairs
174881	Crane Creek Asphalt	602-49450-000-42240	3,316.80	Asphalt for Watermain Breaks
174881	Crane Creek Asphalt	101-43121-430-42240	840.00	Tack for Asphalt
	Crane Creek Asphalt		36,315.81	
174882	Creative Co-Op	101-42110-420-42230	40.00	55 Gal & Tall Kitchen Garbage Bags
174882	Creative Co-Op	101-45122-450-42110	96.00	Garbage Bags
	Creative Co-Op		136.00	
174883	Crysteel Manufacturing Inc	101-43121-430-42210	124.54	Seal Kit for #107
	Crysteel Manufacturing Inc		124.54	

Check Numb	Last Name	Acct 1	Amount	Description
0	Culligan	101-45122-450-44160	37.10	Water Equipment Rental
0	Culligan	602-49480-000-44160	49.25	Softener Rental
0	Culligan	101-41940-410-44160	162.80	Water Equipment Rental
0	Culligan	101-45500-450-44160	38.20	Drinking Water Equip Rental
0	Culligan	101-45122-450-42110	159.25	Softener Salt and Rust Remover Salt
0	Culligan	101-42110-420-42230	119.25	Bottled Water
0	Culligan	101-45200-450-42110	98.00	Softener Salt
	Culligan		663.85	
174884	Cumberland Properties 1 LLC	601-00000-000-20200	27.96	Refund Check 024757-001, 730 Willow St
	Cumberland Properties 1 LLC		27.96	
174885	Dalco	101-42110-420-42230	50.78	Facial Tissue
	Dalco		50.78	
174886	Davenport Group Inc	101-41580-410-42420	2,836.00	UPS Battery Backup for Servers
174886	Davenport Group Inc	101-45110-450-42420	948.00	Dell Laptop Computer
174886	Davenport Group Inc	101-42210-420-42420	820.00	TrippLite SmartPro
	Davenport Group Inc		4,604.00	
174887	Delesha Agnes	601-00000-000-20200	88.94	Reissue Ck#169307-Refund 006147-000/616 Carlton Ave
	Delesha Agnes		88.94	
174888	Department of Human Services	101-45127-450-43090	85.00	April Grounds Crew
174888	Department of Human Services	101-45200-450-43090	425.00	April Grounds Crew
	Department of Human Services		510.00	
174889	Deputy Registrar	101-42121-420-44390	14.25	Tabs / Registration / #19
174890	Deputy Registrar	101-42110-420-44390	14.25	Tabs / Registration / #22
	Deputy Registrar		28.50	
174891	Diamond Vogel, Inc.	101-43170-430-42240	981.50	Paint for Streets
	Diamond Vogel, Inc.		981.50	
174892	Donahues	101-45200-450-42110	4,926.82	City Flower Baskets

Check Numb	Last Name	Acct 1	Amount	Description
174892	Donahues	101-45200-450-42110	390.00	Flowers/Items Garfield Bed
	Donahues		5,316.82	
174893	Dufours Cleaners	101-42220-420-42180	20.00	Uniform Repairs
	Dufours Cleaners		20.00	
174894	E O Johnson Company Inc-Dallas	101-45110-450-44160	312.14	Lanier Copier Lease
174894	E O Johnson Company Inc-Dallas	101-45500-450-44160	324.48	Lanier IM C2500 Copier
	E O Johnson Company Inc-Dallas		636.62	
0	Electric Pump Inc	602-49480-000-44045	6,079.78	Sanitary Liftstation Repairs
	Electric Pump Inc		6,079.78	
174895	Emergency Apparatus Maintenance Inc	101-42220-420-42210	253.87	Emergency Lights #2120
	Emergency Apparatus Maintenance Inc		253.87	
174896	Energy Technology Unlimited-MN	601-49430-000-42130	149.63	Antifreeze for Stock
174896	Energy Technology Unlimited-MN	602-49450-000-42130	149.63	Antifreeze for Stock
174896	Energy Technology Unlimited-MN	101-43121-430-42130	399.00	Antifreeze for Stock
174896	Energy Technology Unlimited-MN	101-45200-450-42130	199.49	Antifreeze for Stock
174896	Energy Technology Unlimited-MN	101-42123-420-42130	99.75	Antifreeze for Stock
	Energy Technology Unlimited-MN		997.50	
174897	Fame Awards	101-41940-410-42110	18.00	Office Nameplate
	Fame Awards		18.00	
174898	Fareway Stores Inc #126	101-41410-410-42110	17.97	Water for Election Poll Workers
174898	Fareway Stores Inc #126	101-41800-410-44382	32.45	Walk for Wellness - Water
174898	Fareway Stores Inc #126	101-41410-410-42010	5.99	Water for Elections
174898	Fareway Stores Inc #126	101-45110-450-42110	20.96	Coffee
174898	Fareway Stores Inc #126	101-41940-410-42110	57.90	Coffee and Paper Towels
	Fareway Stores Inc #126		135.27	
174899	Faribault Ace Hardware	101-42220-420-42210	6.86	Nuts/Bolts
174899	Faribault Ace Hardware	101-45125-450-42110	62.26	Coupler Hoses

Check Numb	Last Name	Acct 1	Amount	Description
174899	Faribault Ace Hardware	101-45200-450-42110	33.27	Mop/Mop Heads
174899	Faribault Ace Hardware	603-49500-000-42110	34.18	Sawzal Blades
174899	Faribault Ace Hardware	101-45140-450-42110	43.18	Totes
174899	Faribault Ace Hardware	101-41940-410-42110	42.29	Scoop Shovel
174899	Faribault Ace Hardware	101-42220-420-42210	1.70	Fasteners
174899	Faribault Ace Hardware	601-49430-000-42410	24.29	Pickup Tool
174899	Faribault Ace Hardware	101-45126-450-42230	34.18	Ballast
174899	Faribault Ace Hardware	602-49480-000-42110	66.55	Degreaser/Brass Shutoff
174899	Faribault Ace Hardware	602-49480-000-42170	38.99	Weather Radio-Compost Site
174899	Faribault Ace Hardware	601-49430-000-42110	53.98	Fertilizer
174899	Faribault Ace Hardware	602-49480-000-42110	35.07	Cleaning Supplies
174899	Faribault Ace Hardware	101-41940-410-42110	35.99	Paper Towels
174899	Faribault Ace Hardware	601-49430-000-42110	88.08	Saw Hole/Air Filter
174899	Faribault Ace Hardware	101-41940-410-42230	62.98	Light Bulbs
174899	Faribault Ace Hardware	101-45200-450-42110	8.09	Hose Shut Off
174899	Faribault Ace Hardware	101-45200-450-42230	44.98	Garage Door Opener/Control Button
174899	Faribault Ace Hardware	101-45200-450-42110	20.09	Keys for Jefferson Warming House
174899	Faribault Ace Hardware	602-49480-000-42110	106.13	Hose Parts
174899	Faribault Ace Hardware	101-45125-450-42110	34.18	Hydraulic Cement & Brass Adapter
174899	Faribault Ace Hardware	101-45125-450-42110	14.99	Flex Paste Rubber
174899	Faribault Ace Hardware	101-42210-420-42230	17.09	Potting Soil
174899	Faribault Ace Hardware	602-49480-000-42110	35.97	Cleaning Supplies-Delimer
174899	Faribault Ace Hardware	101-42220-420-42210	4.12	Nuts/Bolts
174899	Faribault Ace Hardware	101-45140-450-42110	35.96	Sprinkler
174899	Faribault Ace Hardware	101-42110-420-42110	0.99	Fasteners
174899	Faribault Ace Hardware	101-45200-450-42110	8.99	Push Valve
174899	Faribault Ace Hardware	101-45140-450-42110	17.98	Velcro
174899	Faribault Ace Hardware	101-45125-450-42110	44.59	Brass Connectors for Aquatic Center
174899	Faribault Ace Hardware	101-45122-450-42230	0.48	Screws
174899	Faribault Ace Hardware	101-45125-450-42110	21.57	Sprinklers
174899	Faribault Ace Hardware	101-45126-450-42110	6.34	Drill Bits and Screws
174899	Faribault Ace Hardware	101-42110-420-42230	47.88	Tape Measure - Febreeze - Air Effects
174899	Faribault Ace Hardware	602-49450-000-42110	7.19	Grounding Clamp
174899	Faribault Ace Hardware	101-42220-420-42110	18.87	Bleach and Duct Tape
174899	Faribault Ace Hardware	101-43121-430-42210	4.49	Water Filter Cap - Street #519
174899	Faribault Ace Hardware	101-41940-410-42230	-39.78	Credit-Returned Light Bulbs/Purchased Pliers & Handle
174899	Faribault Ace Hardware	101-45125-450-42110	-25.19	Aquatic Center Returned Supplies-Adapter
	Faribault Ace Hardware		1,099.85	
174901	Faribault Area Chamber of Commerce	240-46210-460-43140	25.00	Business Awards Luncheon
174900	Faribault Area Chamber of Commerce	101-41110-410-44384	10,148.89	Lodging Taxes-April

Check Numb	Last Name	Acct 1	Amount	Description
	Faribault Area Chamber of Commerce		10,173.89	
174902	Faribault Community Festivals, Inc.	101-41110-410-44383	19,675.00	Heritage Days Events
	Faribault Community Festivals, Inc.		19,675.00	
174903	Faribault Diversity Coalition	210-46100-410-44383	5,000.00	International Festival Charitable Gambling Donation
	Faribault Diversity Coalition		5,000.00	
0	Faribault Fleet Supply Inc	101-43121-430-42110	49.99	Ladder for Patch Truck
0	Faribault Fleet Supply Inc	601-49430-000-42110	1,471.93	Softener Salt for the WTP
0	Faribault Fleet Supply Inc	101-41940-410-42110	13.57	Garden Trowel and Mulch
0	Faribault Fleet Supply Inc	101-43121-430-42110	29.99	Gas Can
0	Faribault Fleet Supply Inc	101-42220-420-42110	5.99	Cleaning Gloves
0	Faribault Fleet Supply Inc	101-45200-450-42110	4.69	Nuts/Bolts
0	Faribault Fleet Supply Inc	101-45200-450-42110	29.99	Paint
0	Faribault Fleet Supply Inc	601-49430-000-42110	29.98	Trimmer Line for Weed Whipping
0	Faribault Fleet Supply Inc	101-43121-430-42210	10.99	Tire Inner Tube - Street #415
0	Faribault Fleet Supply Inc	101-45200-450-42110	0.70	Hardware
0	Faribault Fleet Supply Inc	101-45200-450-42110	19.99	Tool Box
0	Faribault Fleet Supply Inc	601-49430-000-42110	3.99	Mulch
0	Faribault Fleet Supply Inc	101-45126-450-42230	31.97	Light Bulbs
0	Faribault Fleet Supply Inc	101-45200-450-42110	11.58	Nuts and Bolts
0	Faribault Fleet Supply Inc	101-43121-430-42110	28.98	Oil for Chainsaws
0	Faribault Fleet Supply Inc	101-41940-410-42110	2.99	Top Soil
0	Faribault Fleet Supply Inc	101-45200-450-42110	71.99	Fuel Can
0	Faribault Fleet Supply Inc	101-45126-450-42230	1.64	Hardware
0	Faribault Fleet Supply Inc	101-45200-450-42110	19.57	Furnace Filter/Switch
0	Faribault Fleet Supply Inc	101-43121-430-42110	21.45	Hitch Pin and Reel for Street Patching
0	Faribault Fleet Supply Inc	101-43121-430-42210	1.77	Bolts and Washers For #107
	Faribault Fleet Supply Inc		1,863.74	
174904	Faribault Rental Equipment Inc	241-46330-461-44010	199.80	902 A Spring Road Siding Repair Rental of Boom Lift
	Faribault Rental Equipment Inc		199.80	
0	Faribault Umpire Association	101-45130-450-43090	7,926.00	Softball Umpire Fees
	Faribault Umpire Association		7,926.00	

Check Numb	Last Name	Acct 1	Amount	Description
0	Fastenal Company	101-43126-430-42110	198.38	Bolt Bin Stock - Shop
0	Fastenal Company	101-43126-430-42210	428.76	Chains and Binders for #114
	Fastenal Company		627.14	
174905	Fergus Power Pump Inc	602-49480-000-43090	169,358.80	Biosolids Hauling
	Fergus Power Pump Inc		169,358.80	
0	Fette Electronics Inc	101-41940-410-42230	100.00	Transmitter for Handicap Door
0	Fette Electronics Inc	101-45125-450-44010	240.00	Alarm and Temp Recalibrate
	Fette Electronics Inc		340.00	
0	Flom Disposal	898-46310-000-43840	238.68	Trash Disposal thru 6/30/22
0	Flom Disposal	241-46330-461-43840	21.27	1518 Western Trash Removal thru 6/30/22
0	Flom Disposal	241-46330-461-43840	157.54	910-920 SW 1st Street Trash Removal thru 6/30/22
	Flom Disposal		417.49	
174906	Geiger	101-43190-430-42180	936.97	Uniforms for Engineering Department
	Geiger		936.97	
174907	Girards Business Solutions Inc	602-49450-000-44045	501.67	Folder Inserter Service Contract 7-18-2022 to 7-17-2023
174907	Girards Business Solutions Inc	601-49430-000-44045	501.67	Folder Inserter Service Contract 7-18-2022 to 7-17-2023
174907	Girards Business Solutions Inc	101-41510-410-44045	501.66	Folder Inserter Service Contract 7-18-2022 to 7-17-2023
	Girards Business Solutions Inc		1,505.00	
174822	GIS Benefits	101-00000-000-21711	485.05	Voluntary Short Term Disability - June
174822	GIS Benefits	101-00000-000-21715	4,204.79	Dental Insurance Prepaid - June
174822	GIS Benefits	101-00000-000-21716	1,051.63	Accident/Critical Illness - June
174822	GIS Benefits	101-00000-000-21717	480.65	Vision Insurance Prepaid - June
174822	GIS Benefits	101-00000-000-11510	76.72	D Knutson Dental - June
174822	GIS Benefits	101-00000-000-21710	1,853.12	Voluntary Life Insurance - June
174822	GIS Benefits	101-00000-000-11510	76.72	P Froman Dental - June
	GIS Benefits		8,228.68	
174908	Glenn's Service LLC	101-42220-420-43090	400.00	Towing Charge for #2155
174908	Glenn's Service LLC	101-42123-420-44040	25.00	Tire Repair / #4
174908	Glenn's Service LLC	101-42220-420-43090	400.00	Tow-Fire Truck #2155 Stuck in Driveway at Fire Incident

Check Numb	Last Name	Acct 1	Amount	Description
174908	Glenn's Service LLC	101-42123-420-43090	79.83	Tow '07 Cadillac Central Ave to FPD Storage / #22-1413
	Glenn's Service LLC		904.83	
0	Godfather's Pizza	101-45125-450-42110	93.57	Staff Meeting
	Godfather's Pizza		93.57	
174909	Godfrey Colleen	601-00000-000-20200	21.06	Refund Check 018556-001, 1400 Mitchell Dr
	Godfrey Colleen		21.06	
174910	Gopher Sport	101-45140-450-42110	393.95	Fun Center Camp Supplies
174910	Gopher Sport	101-45140-450-42110	-156.49	CREDIT - Youth Program Supplies
	Gopher Sport		237.46	
0	Gopher State One Call	603-49500-000-43090	117.45	Locate Tickets for May 2022
0	Gopher State One Call	602-49450-000-43090	117.45	Locate Tickets for May 2022
0	Gopher State One Call	601-49430-000-43090	117.45	Locate Tickets for May 2022
	Gopher State One Call		352.35	
174911	Governmentjobs.com Inc	101-41800-410-43095	12,145.41	2022 Neogov Subscription Fee/Insight/Onboard/Governmentjobs
	Governmentjobs.com Inc		12,145.41	
174912	Grainger Inc	101-45122-450-42110	129.73	Batteries
174912	Grainger Inc	101-42110-420-42110	70.59	Lithium Battery
174912	Grainger Inc	602-49480-000-42170	13.24	Safety Labels
174912	Grainger Inc	602-49480-000-42110	37.80	Yard Hydrant Parts
	Grainger Inc		251.36	
174913	Hach Company	601-49430-000-42110	90.00	Water Testing Supplies
174913	Hach Company	601-49430-000-42110	230.22	Water Testing Supplies
	Hach Company		320.22	
174914	Hacker Ben	601-00000-000-20200	90.72	Refund Check 021928-002, 528 9 St NW
174915	Hacker Ben	601-00000-000-20200	106.82	Refund Check 021928-000, 504 3 St NE

Check Numb	Last Name	Acct 1	Amount	Description
	Hacker Ben		197.54	
174916	Harlequin Sales Corp/Reader Service	101-45500-450-42190	31.80	Books
174916	Harlequin Sales Corp/Reader Service	101-45500-450-42190	22.96	Books
	Harlequin Sales Corp/Reader Service		54.76	
0	Harry Brown's LLC	101-42123-420-44040	189.10	Car Washes
	Harry Brown's LLC		189.10	
0	Havelka Craig L	101-45500-450-44010	30.00	Fire Extinguishers Maintenance
	Havelka Craig L		30.00	
174917	Hawkins Inc	602-49480-000-42160	7,532.34	Ferric Phos Removal
174917	Hawkins Inc	601-49430-000-42160	3,114.75	Sodium Silicate and Fluoride for Water Treatment
174917	Hawkins Inc	601-49430-000-42160	-0.01	Chlorine Cylinder Return
174917	Hawkins Inc	101-45122-450-42160	498.40	Pool Chemicals
174917	Hawkins Inc	601-49430-000-42160	1,280.00	Chlorine for Water Treatment
174917	Hawkins Inc	601-49430-000-42160	2,154.90	Sodium Silicate for Water Treatment
174917	Hawkins Inc	101-45125-450-42160	1,400.25	FFAC Chemicals
174917	Hawkins Inc	601-49430-000-42160	-0.01	Chlorine Cylinder Return
174917	Hawkins Inc	601-49430-000-42160	5,526.80	Water Treatment Chemicals
174917	Hawkins Inc	601-49430-000-42160	0.01	Chlorine Cylinder Return
174917	Hawkins Inc	601-49430-000-42160	0.01	Chlorine Cylinder Return
	Hawkins Inc		21,507.44	
174918	HD Supply Facilities Maintenance	240-46210-460-42410	21.54	Seat Removal Tool
174918	HD Supply Facilities Maintenance	898-46310-000-42110	42.94	Bath Tissue
174918	HD Supply Facilities Maintenance	898-46310-000-42110	6.72	PVC Joint Washers (50)
174918	HD Supply Facilities Maintenance	898-46310-000-42110	101.13	Plumbing Supplies
174918	HD Supply Facilities Maintenance	898-46310-000-42110	246.66	Plumbing Parts/Shower Heads
	HD Supply Facilities Maintenance		418.99	
0	Heiman Fire Equipment	101-42220-420-42410	-43.50	Hydrant Wrench- Return
0	Heiman Fire Equipment	101-42220-420-42410	285.85	Hydrant Wrenches
	Heiman Fire Equipment		242.35	

Check Numb	Last Name	Acct 1	Amount	Description
174919	Helen M Nagel Inc	101-45500-450-44010	64.00	Mulch
	Helen M Nagel Inc		64.00	
174920	Hiawathaland Transit/Three Rivers Community Action	101-00000-000-20400	364.25	Bus Token Sales - April
	Hiawathaland Transit/Three Rivers Community Action		364.25	
174921	Hildebrandt Michael	101-45130-450-43131	550.00	Concert in the Park Series Band Fee - 06/23/2022
	Hildebrandt Michael		550.00	
174922	Hillyard Hutchinson	101-45122-450-42110	15.76	Cleaning Bottle
174922	Hillyard Hutchinson	101-45122-450-44045	324.71	Repaired Floor Machine
	Hillyard Hutchinson		340.47	
174923	Hoisington Gerald	601-00000-000-20200	37.67	Refund Check 013587-002, 1002 Division St E
	Hoisington Gerald		37.67	
0	Holm Connie	101-42110-420-43310	25.00	Gas for Training: PLEAA Conference
	Holm Connie		25.00	
174924	House of Print	101-45110-450-42030	4,487.55	Buckham Bulletin Printing
	House of Print		4,487.55	
174925	██████████	241-46330-461-44375	206.00	523 Lincoln June Utility Reimb
	██████████		206.00	
174926	Hy-Vee - Accounts Receivable	101-42210-420-42115	17.99	SE Chief's Meeting Snacks
174926	Hy-Vee - Accounts Receivable	601-49430-000-42115	60.00	Food for Water Treatment Plant Open House
174926	Hy-Vee - Accounts Receivable	601-49430-000-42115	33.44	Cookies Water Treatment Plant Open House
	Hy-Vee - Accounts Receivable		111.43	
0	I & S Group Inc	404-45200-450-45300	202.50	Fleckenstein Bluffs Park -Construction Administration
0	I & S Group Inc	437-41940-410-45208	4,650.00	55 Willow St Topographic Survey
0	I & S Group Inc	437-41940-410-45204	4,650.00	217 Mill Street Topographic Survey

Check Numb	Last Name	Acct 1	Amount	Description
	I & S Group Inc		9,502.50	
174831	IAFF Local 665	101-00000-000-21708	720.00	PR Batch 00511.06.2022 IAFF Local 665
	IAFF Local 665		720.00	
174832	ICMA Retirement Trust 457	101-00000-000-21706	50.00	PR Batch 00511.06.2022 ICMA Deferred Comp
174823	ICMA Retirement Trust 457	101-00000-000-21706	50.00	PR Batch 00510.05.2022 ICMA Deferred Comp
	ICMA Retirement Trust 457		100.00	
0	Innovative Office Solutions LLC	101-42121-420-42110	55.03	Plastic Knives
0	Innovative Office Solutions LLC	101-45500-450-42010	21.05	Rubber Bands/Caution Tape
0	Innovative Office Solutions LLC	101-45500-450-42010	13.19	Cardstock
0	Innovative Office Solutions LLC	101-42210-420-42010	24.00	Mailing Label Sheets
0	Innovative Office Solutions LLC	101-45110-450-42420	353.63	HP Printer
0	Innovative Office Solutions LLC	101-42124-420-42010	284.70	Chair Mat
0	Innovative Office Solutions LLC	101-45110-450-42010	46.65	Tape/Post It Notes/Pens/Rubberbands
0	Innovative Office Solutions LLC	101-42121-420-42020	25.76	DVDs
0	Innovative Office Solutions LLC	101-42110-420-42010	3.85	Binder Clips
0	Innovative Office Solutions LLC	101-42121-420-42110	54.56	Plastic Forks
0	Innovative Office Solutions LLC	101-41410-410-42010	11.60	Election Supplies-Finger Rubber Pads
0	Innovative Office Solutions LLC	101-42110-420-42110	54.56	Plastic Forks
0	Innovative Office Solutions LLC	101-43126-430-42010	23.16	Label Maker Ribbon
	Innovative Office Solutions LLC		971.74	
174927	Institute for Environmental Assessment	437-45122-450-45200	275.20	Asbestos Testing - Roof Project
	Institute for Environmental Assessment		275.20	
0	Internal Revenue Service	101-00000-000-21703	28.22	PR Batch 00512.06.2022 FICA Employee
0	Internal Revenue Service	101-00000-000-21704	6,256.91	PR Batch 00510.05.2022 Medicare Employer
0	Internal Revenue Service	101-00000-000-21704	39.71	PR Batch 00513.06.2022 Medicare Employer
0	Internal Revenue Service	101-00000-000-21703	16,423.53	PR Batch 00510.05.2022 FICA Employer
0	Internal Revenue Service	101-00000-000-21703	16,423.53	PR Batch 00510.05.2022 FICA Employee
0	Internal Revenue Service	101-00000-000-21701	41,613.16	PR Batch 00511.06.2022 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21704	6,180.28	PR Batch 00511.06.2022 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	17,236.95	PR Batch 00511.06.2022 FICA Employee
0	Internal Revenue Service	101-00000-000-21704	39.71	PR Batch 00513.06.2022 Medicare Employee
0	Internal Revenue Service	101-00000-000-21704	6,256.91	PR Batch 00510.05.2022 Medicare Employee
0	Internal Revenue Service	101-00000-000-21701	40,107.58	PR Batch 00510.05.2022 Federal Income Tax

Check Numb	Last Name	Acct 1	Amount	Description
0	Internal Revenue Service	101-00000-000-21703	28.22	PR Batch 00512.06.2022 FICA Employer
0	Internal Revenue Service	101-00000-000-21704	6.60	PR Batch 00512.06.2022 Medicare Employer
0	Internal Revenue Service	101-00000-000-21704	6,180.28	PR Batch 00511.06.2022 Medicare Employer
0	Internal Revenue Service	101-00000-000-21704	6.60	PR Batch 00512.06.2022 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	17,236.95	PR Batch 00511.06.2022 FICA Employer
0	Internal Revenue Service	101-00000-000-21701	84.23	PR Batch 00513.06.2022 Federal Income Tax
	Internal Revenue Service		174,149.37	
174928	Interstate Power Systems Inc	101-42110-420-44010	619.76	Generator Maintenance
174928	Interstate Power Systems Inc	101-42110-420-44010	2,282.13	Generator Maintenance
	Interstate Power Systems Inc		2,901.89	
0	Intoximeters Inc	101-42123-420-42110	105.45	PBT Straws
	Intoximeters Inc		105.45	
174833	IUOE Local 70	101-00000-000-21708	2,033.80	PR Batch 00511.06.2022 Local 70 Union Dues
	IUOE Local 70		2,033.80	
174929	J.C. Schultz Enterprises Inc	101-45200-450-42110	193.92	Flags
	J.C. Schultz Enterprises Inc		193.92	
0	Jefferson Fire & Safety Inc	101-42220-420-42110	2,080.00	Class A Foam & Class A/B Foam 5
0	Jefferson Fire & Safety Inc	101-42220-420-42410	36.00	Foam Pail Wrench
	Jefferson Fire & Safety Inc		2,116.00	
0	John Henry Foster MN Inc	602-49450-000-44045	925.59	Air Compressor Maintenance
	John Henry Foster MN Inc		925.59	
174930	Johnson Elizabeth	601-00000-000-20200	66.44	Refund Check 019465-005, 328 4 Ave SW
	Johnson Elizabeth		66.44	
174931	Johnson Tricia	101-45140-450-43090	70.00	Interpreter Youth Sports
174931	Johnson Tricia	101-45140-450-43090	70.00	Interpret for Track and Field
174931	Johnson Tricia	101-45140-450-43090	70.00	Interpreter Services Youth Sports

Check Numb	Last Name	Acct 1	Amount	Description
	Johnson Tricia		210.00	
174932	Kato Roofing Inc	898-46310-000-44050	500.00	Roof Inspection 2022
174932	Kato Roofing Inc	898-46310-000-44050	4,715.00	Roofing Repairs
	Kato Roofing Inc		5,215.00	
0	Kennedy & Graven, Chartered	101-43190-430-43090	2,377.04	FA105-00011 Public Works Department (Engineering Lunch and Learn
0	Kennedy & Graven, Chartered	101-41610-410-43040	89.00	FA105-00012 General Licensing Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	2,279.00	FA105-00450 County Public Safety Center Project
0	Kennedy & Graven, Chartered	101-00000-000-22000	49.20	FA105-00461 Divine Mercy Project
0	Kennedy & Graven, Chartered	101-00000-000-22000	320.80	FA105-00457 Aleph Development Project at Willow & 17th
0	Kennedy & Graven, Chartered	101-00000-000-22000	1,303.80	FA105-00445 Farmer Seed & Nursery Redevelopment Project
0	Kennedy & Graven, Chartered	101-41610-410-43040	713.40	FA105-00460 Borchert Annexation Matter
0	Kennedy & Graven, Chartered	101-00000-000-22000	796.20	FA105-00459 Senior/Memory Care Housing Project - Redline
0	Kennedy & Graven, Chartered	101-41610-410-43040	1,242.00	FA105-00451 2022 City Council Meeting
0	Kennedy & Graven, Chartered	601-49430-000-43040	2,079.00	FA105-00430 Well House #5 Claim
0	Kennedy & Graven, Chartered	101-41610-410-43040	442.80	FA105-00446 County Law Enforcement Center Matter
0	Kennedy & Graven, Chartered	101-41610-410-43040	189.00	FA105-00466 Pawn MN LLC vs. Todd Nelson & T. Nelson Properties L
0	Kennedy & Graven, Chartered	101-41610-410-43040	840.00	FA105-00009 Telecommunication Matters
0	Kennedy & Graven, Chartered	437-41940-410-45209	443.60	FA105-00462 127 Willow Street Acquisition
0	Kennedy & Graven, Chartered	101-41610-410-43040	609.00	FA105-00356 Notice of Legal Claim: ACLU V CoF
0	Kennedy & Graven, Chartered	280-46310-461-43040	1,319.40	Sale of 1116 2nd St/2022 HRA Meeting & DIG Hold
0	Kennedy & Graven, Chartered	401-43121-430-43090	2,394.00	FA105-00440 Franchise Fee Ordinance Change
0	Kennedy & Graven, Chartered	101-42400-420-43130	252.53	FA105-00448 1811 7th Street NW Hazardous Buildings
0	Kennedy & Graven, Chartered	101-00000-000-22000	1,107.00	FA105-00454 Kwik Trip 793
0	Kennedy & Graven, Chartered	101-41610-410-43040	24.60	FA105-00186 Shattuck Development
0	Kennedy & Graven, Chartered	101-41610-410-43040	409.40	FA105-00005 General Matters
0	Kennedy & Graven, Chartered	601-49430-000-43040	252.00	FA105-00463 Water Meter Radio Replacement Project
0	Kennedy & Graven, Chartered	101-00000-000-22000	845.40	FA105-00458 Mac Hamilton Apartment Development Project
0	Kennedy & Graven, Chartered	290-46500-462-43040	649.20	Legal Fees for EDA Meetings and DIG Holdings LLC
0	Kennedy & Graven, Chartered	437-41940-410-45204	2,236.00	FA105-00387 Acquisition of Lockerby Property
0	Kennedy & Graven, Chartered	101-41610-410-43040	53.40	FA105-00027 General Code Enforcement Issues
0	Kennedy & Graven, Chartered	101-41610-410-43040	106.80	FA105-00452 2022 Planning Commission Meetings
0	Kennedy & Graven, Chartered	101-00000-000-11540	221.40	FA105-00100 TIF District K-Mart Site
0	Kennedy & Graven, Chartered	101-41610-410-43040	761.40	FA105-00028 General Planning Matters
0	Kennedy & Graven, Chartered	241-46330-461-43040	480.20	Public Housing Declaration of Trust
0	Kennedy & Graven, Chartered	101-00000-000-22000	147.60	FA105-00395 Daikin 24th Street Matter
0	Kennedy & Graven, Chartered	101-00000-000-22000	24.60	FA105-00423 C. Allen Homes Development
0	Kennedy & Graven, Chartered	101-00000-000-22000	24.60	FA105-00453 C&S Vending Matter

Check Numb	Last Name	Acct 1	Amount	Description
	Kennedy & Graven, Chartered		25,083.37	
0	Keystone Interpreting Solutions Inc	240-46210-460-43090	187.32	Interpreting for Environmental Commissioner
	Keystone Interpreting Solutions Inc		187.32	
0	Kline Distributing LLC	101-45125-450-42990	3,276.25	Concession Items for Resale at Aquatic Center
	Kline Distributing LLC		3,276.25	
174933	Krinke Lois	601-00000-000-20200	138.82	Refund Check 018843-002, 325 Tischler Ave
	Krinke Lois		138.82	
174934	Kuker Kasey N.	101-45130-450-43131	2,200.00	Concert in the Park Series Band Fee 06/16/2022
	Kuker Kasey N.		2,200.00	
174935	Lamperts	898-46310-000-42110	193.26	Garage Door Opener
174935	Lamperts	241-46330-461-42110	9.38	Concrete Mix
174935	Lamperts	241-46330-461-42110	465.45	1528 Western Oak Door
174935	Lamperts	101-43170-430-42240	28.14	Concrete for Street Signs
	Lamperts		696.23	
174936	Larkin Jimmie	898-46310-000-44010	70.54	Monthly Fire/Elevator/Occupa Alarm Monitoring
	Larkin Jimmie		70.54	
174834	Law Enforcement Labor Services Inc	101-00000-000-21708	-65.00	PR Batch 00513.06.2022 LELS 357 Union Dues
174834	Law Enforcement Labor Services Inc	101-00000-000-21708	1,495.00	PR Batch 00511.06.2022 LELS 357 Union Dues
	Law Enforcement Labor Services Inc		1,430.00	
174937	League of Minnesota Cities Ins Trust	101-45140-450-41510	909.23	Work Comp Premium - 3rd Qtrtr
174937	League of Minnesota Cities Ins Trust	101-45122-450-41510	425.88	Work Comp Premium - 3rd Qtrtr
174937	League of Minnesota Cities Ins Trust	603-49500-000-41510	914.00	Work Comp Premium - 3rd Qtrtr
174937	League of Minnesota Cities Ins Trust	101-42123-420-41510	39,505.86	Work Comp Premium - 3rd Qtrtr
174937	League of Minnesota Cities Ins Trust	602-49480-000-41510	4,346.62	Work Comp Premium - 3rd Qtrtr
174937	League of Minnesota Cities Ins Trust	240-46210-460-41510	1,214.96	Work Comp Premium - 3rd Qtrtr
174937	League of Minnesota Cities Ins Trust	101-43190-430-41510	702.71	Work Comp Premium - 3rd Qtrtr
174937	League of Minnesota Cities Ins Trust	602-49450-000-41510	5,658.28	Work Comp Premium - 3rd Qtrtr

Check Numb	Last Name	Acct 1	Amount	Description
174937	League of Minnesota Cities Ins Trust	101-42110-420-41510	10,061.56	Work Comp Premium - 3rd Qtr
174937	League of Minnesota Cities Ins Trust	101-41800-410-41510	232.58	Work Comp Premium - 3rd Qtr
174937	League of Minnesota Cities Ins Trust	101-43110-430-41510	99.92	Work Comp Premium - 3rd Qtr
174937	League of Minnesota Cities Ins Trust	101-41510-410-41510	353.92	Work Comp Premium - 3rd Qtr
174937	League of Minnesota Cities Ins Trust	101-45126-450-41510	188.71	Work Comp Premium - 3rd Qtr
174937	League of Minnesota Cities Ins Trust	101-45200-450-41510	6,938.47	Work Comp Premium - 3rd Qtr
174937	League of Minnesota Cities Ins Trust	101-42124-420-41510	374.93	Work Comp Premium - 3rd Qtr
174937	League of Minnesota Cities Ins Trust	101-42400-420-41510	502.12	Work Comp Premium - 3rd Qtr
174937	League of Minnesota Cities Ins Trust	101-45500-450-41510	880.73	Work Comp Premium - 3rd Qtr
174937	League of Minnesota Cities Ins Trust	902-00000-000-23935	-133,082.00	Work Comp Premium - 3rd Qtr
174937	League of Minnesota Cities Ins Trust	101-41580-410-41510	165.65	Work Comp Premium - 3rd Qtr
174937	League of Minnesota Cities Ins Trust	101-45110-450-41510	581.23	Work Comp Premium - 3rd Qtr
174937	League of Minnesota Cities Ins Trust	101-41910-410-41510	482.66	Work Comp Premium - 3rd Qtr
174937	League of Minnesota Cities Ins Trust	902-00000-000-23935	133,082.00	Worker's Compensation Coverage Premium
174937	League of Minnesota Cities Ins Trust	101-45130-450-41510	617.59	Work Comp Premium - 3rd Qtr
174937	League of Minnesota Cities Ins Trust	101-41320-410-41510	263.56	Work Comp Premium - 3rd Qtr
174937	League of Minnesota Cities Ins Trust	101-42210-420-41510	2,468.27	Work Comp Premium - 3rd Qtr
174937	League of Minnesota Cities Ins Trust	101-43126-430-41510	1,462.05	Work Comp Premium - 3rd Qtr
174937	League of Minnesota Cities Ins Trust	101-45122-450-41510	2,030.00	Work Comp Premium - 3rd Qtr
174937	League of Minnesota Cities Ins Trust	101-42121-420-41510	12,941.49	Work Comp Premium - 3rd Qtr
174937	League of Minnesota Cities Ins Trust	101-41940-410-41510	842.84	Work Comp Premium - 3rd Qtr
174937	League of Minnesota Cities Ins Trust	101-43121-430-41510	10,738.88	Work Comp Premium - 3rd Qtr
174937	League of Minnesota Cities Ins Trust	101-42700-420-41510	2,223.55	Work Comp Premium - 3rd Qtr
174937	League of Minnesota Cities Ins Trust	101-42220-420-41510	20,620.89	Work Comp Premium - 3rd Qtr
174937	League of Minnesota Cities Ins Trust	101-45125-450-41510	2,400.64	Work Comp Premium - 3rd Qtr
174937	League of Minnesota Cities Ins Trust	101-41110-410-41510	16.37	Work Comp Premium - 3rd Qtr
174937	League of Minnesota Cities Ins Trust	601-49430-000-41510	1,915.85	Work Comp Premium - 3rd Qtr
	League of Minnesota Cities Ins Trust		133,082.00	
0	Leatham Family LLC	101-42110-420-42180	290.00	Anniversary Badges
	Leatham Family LLC		290.00	
174938	Lehmann-Doane Lori Ann	101-45130-450-43131	250.00	ASL Instructor Fee
	Lehmann-Doane Lori Ann		250.00	
174939	LNS Court Reporting and Captioning	101-41110-410-43090	522.00	Closed Captioning
	LNS Court Reporting and Captioning		522.00	
0	Locators and Supplies Inc	101-43121-430-42110	114.67	Marking Paint/Marking Stick

Check Numb	Last Name	Acct 1	Amount	Description
0	Locators and Supplies Inc	101-43170-430-42110	135.50	Marking Paint
	Locators and Supplies Inc		250.17	
174940	Loffler Companies Inc	101-43121-430-44160	37.64	Copies May 2022 PWP
174940	Loffler Companies Inc	601-49430-000-44160	3.92	Copies May 2022 PWP
174940	Loffler Companies Inc	603-49500-000-44160	0.55	Copies May 2022 PWP
174940	Loffler Companies Inc	240-46210-460-44160	227.67	Cannon Copier Lease
174940	Loffler Companies Inc	101-42210-420-44160	13.75	Copier Charges 05/01/2022 to 05/31/2022
174940	Loffler Companies Inc	101-42124-420-44160	108.14	Black & White and Color Copies
174940	Loffler Companies Inc	602-49450-000-44160	3.92	Copies May 2022 PWP
174940	Loffler Companies Inc	101-41940-410-44160	232.67	Copy Machine Lease and Fees
	Loffler Companies Inc		628.26	
0	MacQueen Equipment LLC	101-42220-420-44045	576.08	Compressor / SCBA Annual Service
0	MacQueen Equipment LLC	101-43121-430-42210	142.68	Dirt Shoe Deflector - Street #115
	MacQueen Equipment LLC		718.76	
174825	Madison National Life Insurance Co Inc	101-00000-000-21711	9.98	Hunter Morsching LTD
174825	Madison National Life Insurance Co Inc	101-00000-000-21711	33.15	Valeria Esquivel LTD
174825	Madison National Life Insurance Co Inc	101-00000-000-21711	14.02	Matt Shuda LTD
174825	Madison National Life Insurance Co Inc	101-00000-000-21711	-14.02	PR Batch 00509.05.2022 Long Term Disability
174825	Madison National Life Insurance Co Inc	101-00000-000-21711	1,608.28	PR Batch 00510.05.2022 Long Term Disability
174825	Madison National Life Insurance Co Inc	101-00000-000-21711	28.04	Tony Kuchinka LTD
174824	Madison National Life Insurance Co Inc	101-00000-000-21710	3,240.38	Life Insurance - June
174824	Madison National Life Insurance Co Inc	101-42220-420-41330	74.50	Part-Time Firefighters Life Insurance
	Madison National Life Insurance Co Inc		4,994.33	
174941	Manke's Outdoor Eqt & Appliances	101-45200-450-42410	4,748.00	Mower for Aquatic Facility
174941	Manke's Outdoor Eqt & Appliances	101-45200-450-42410	671.98	Weed Trimmers
	Manke's Outdoor Eqt & Appliances		5,419.98	
0	Marco Technologies LLC	101-45126-450-44045	12.71	Washinton Rec Print Fee
0	Marco Technologies LLC	101-41320-410-44045	25.42	Administration Print Fee
0	Marco Technologies LLC	902-00000-000-23935	335.80	Marco Printer Subscription
0	Marco Technologies LLC	101-42123-420-44045	44.41	Police Patrol Print Fee
0	Marco Technologies LLC	101-41800-410-44045	25.72	HR Print Fee
0	Marco Technologies LLC	101-45110-450-44045	12.71	Community Center Back Desk Print Fee
0	Marco Technologies LLC	101-45200-450-44045	12.71	Parks Print Fee

Check Numb	Last Name	Acct 1	Amount	Description
0	Marco Technologies LLC	101-45500-450-44045	19.42	Library Print Fee
0	Marco Technologies LLC	902-00000-000-23935	-335.80	Marco Main 1
0	Marco Technologies LLC	101-42110-420-44045	12.71	Police Administration Print Fee
0	Marco Technologies LLC	101-42124-420-44045	48.93	Police Records and Evid. Print Fee
0	Marco Technologies LLC	101-41510-410-44045	157.80	Monthly Printer Contract CN184829-01
0	Marco Technologies LLC	101-43110-430-44045	12.71	Public Works Department Print Fee
0	Marco Technologies LLC	240-46210-460-44045	25.42	Community & Economic Development Print Fee
0	Marco Technologies LLC	101-43126-430-44045	12.71	Public Works Maintenance Shop Print Fee
0	Marco Technologies LLC	101-41510-410-44045	70.22	Finance Print Fee
	Marco Technologies LLC		493.60	
174942	Merchant Lashonda	601-00000-000-20200	12.48	Refund Check 023795-000, 423 3 St NW
	Merchant Lashonda		12.48	
0	Met Con Construction Inc	101-42500-420-44160	643.34	Lift Rental 05/11/2022 and 05/12/2022
	Met Con Construction Inc		643.34	
0	Metro Sales Inc	101-42400-420-44160	269.55	Ricoh Copier/Printer
	Metro Sales Inc		269.55	
174839	Metronet Holdings LLC	898-46310-000-43250	223.30	Hosted Phone System
174839	Metronet Holdings LLC	101-42124-420-43250	82.12	Hosted Phone System
174839	Metronet Holdings LLC	603-49500-000-43250	19.65	Hosted Phone System
174839	Metronet Holdings LLC	101-43126-430-43250	28.92	Hosted Phone System
174839	Metronet Holdings LLC	902-00000-000-23935	-7,000.43	Hosted Phone System
174839	Metronet Holdings LLC	902-00000-000-23935	7,000.43	Hosted Phone System
174839	Metronet Holdings LLC	101-42700-420-43250	25.44	Hosted Phone System
174839	Metronet Holdings LLC	101-41510-410-43250	225.11	Hosted Phone System
174839	Metronet Holdings LLC	240-46210-460-43250	326.69	Hosted Phone System
174839	Metronet Holdings LLC	602-49450-000-43250	9.27	Hosted Phone System
174839	Metronet Holdings LLC	101-41910-410-43250	74.05	Hosted Phone System
174839	Metronet Holdings LLC	101-41580-410-43250	815.63	Hosted Phone System
174839	Metronet Holdings LLC	225-49810-430-43250	202.84	Hosted Phone System
174839	Metronet Holdings LLC	101-41800-410-43250	111.03	Hosted Phone System
174839	Metronet Holdings LLC	101-45125-450-43250	274.05	Hosted Phone System
174839	Metronet Holdings LLC	101-45110-450-43250	260.18	Hosted Phone System
174839	Metronet Holdings LLC	101-45500-450-43250	348.08	Hosted Phone System
174839	Metronet Holdings LLC	601-49430-000-43250	359.85	Hosted Phone System
174839	Metronet Holdings LLC	101-42121-420-43250	137.64	Hosted Phone System

Check Numb	Last Name	Acct 1	Amount	Description
174839	Metronet Holdings LLC	101-43190-430-43250	98.23	Hosted Phone System
174839	Metronet Holdings LLC	101-43110-430-43250	87.87	Hosted Phone System
174839	Metronet Holdings LLC	602-49480-000-43250	23.13	Hosted Phone System
174839	Metronet Holdings LLC	101-45126-450-43250	194.96	Hosted Phone System
174839	Metronet Holdings LLC	101-41940-410-43250	730.54	Hosted Phone System
174839	Metronet Holdings LLC	101-42210-420-43250	143.64	Hosted Phone System
174839	Metronet Holdings LLC	101-42400-420-43250	138.24	Hosted Phone System
174839	Metronet Holdings LLC	101-42110-420-43250	1,101.61	Hosted Phone System
174839	Metronet Holdings LLC	101-43121-430-43250	554.63	Hosted Phone System
174839	Metronet Holdings LLC	101-41110-410-43250	19.65	Hosted Phone System
174839	Metronet Holdings LLC	101-42123-420-43250	305.48	Hosted Phone System
174839	Metronet Holdings LLC	101-41320-410-43250	39.30	Hosted Phone System
174839	Metronet Holdings LLC	101-45200-450-43250	39.30	Hosted Phone System
Metronet Holdings LLC			7,000.43	
174943	Midwest Tape LLC	101-45500-450-42192	9.99	Audio/Visual
174943	Midwest Tape LLC	101-45500-450-42192	137.96	Audio/Visual
174943	Midwest Tape LLC	101-45500-450-42192	23.24	Audio/Visual
174943	Midwest Tape LLC	101-45500-450-43096	237.88	Hoopla
174943	Midwest Tape LLC	101-45500-450-42192	314.92	Audio/Visual
174943	Midwest Tape LLC	101-45500-450-42192	56.47	Audio/Visual
174943	Midwest Tape LLC	101-45500-450-42192	26.24	Audio/Visual
174943	Midwest Tape LLC	101-45500-450-42192	131.96	Audio/Visual
174943	Midwest Tape LLC	101-45500-450-42192	89.98	Audio/Visual
174943	Midwest Tape LLC	101-45500-450-42192	508.87	Audio/Visual
Midwest Tape LLC			1,537.51	
0	Minnesota Child Support Payment Center	101-00000-000-21716	449.37	PR Batch 00510.05.2022 Child Support
0	Minnesota Child Support Payment Center	101-00000-000-21716	431.84	PR Batch 00511.06.2022 Child Support
Minnesota Child Support Payment Center			881.21	
174945	Minnesota Department of Health	601-49430-000-44330	23.00	Water Certification Renewal
174944	Minnesota Department of Health	601-00000-000-20800	17,867.00	Lead Service Connection Fees
Minnesota Department of Health			17,890.00	
0	Minnesota Department of Revenue	101-00000-000-21702	17,999.59	PR Batch 00511.06.2022 State Income Tax
0	Minnesota Department of Revenue	101-00000-000-21702	71.31	PR Batch 00513.06.2022 State Income Tax
0	Minnesota Department of Revenue	101-00000-000-21702	18,934.75	PR Batch 00510.05.2022 State Income Tax

Check Numb	Last Name	Acct 1	Amount	Description
	Minnesota Department of Revenue		37,005.65	
174946	Minnesota Department of Transportation	469-43121-430-45300	261.37	(2021-04) Materials Inspection
174946	Minnesota Department of Transportation	101-43190-430-43090	408.16	Annual Bridge Inspection
174947	Minnesota Department of Transportation	225-49810-430-44600	5,125.00	Hangar Loan Agreement 6/1/22-6/30/22
	Minnesota Department of Transportation		5,794.53	
0	Minnesota Elevator Inc	101-41940-410-44010	195.40	June Elevator Service at City Hall
0	Minnesota Elevator Inc	898-46310-000-44010	199.83	June 2022 Monthly Service
	Minnesota Elevator Inc		395.23	
174835	Minnesota Public Employees Association	101-00000-000-21708	117.00	PR Batch 00511.06.2022 Police Support Services
	Minnesota Public Employees Association		117.00	
174948	Minnesota State Colleges & Universities	101-42110-420-42030	32.50	BLS Prover eCards (CPR Cert)
	Minnesota State Colleges & Universities		32.50	
174836	Minnesota Teamsters Local 320	101-00000-000-21708	591.20	PR Batch 00511.06.2022 Teamsters 320 Union Dues
	Minnesota Teamsters Local 320		591.20	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	242.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	454.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	489.20	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	242.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	242.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	242.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	242.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	162.40	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	454.00	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		2,769.60	
174949		241-46330-461-44375	242.00	830 SW 9th Ave June Utility Reimb
			242.00	
0	Money Movers Inc	101-45110-450-43090	10.50	Insurance Reimbursement Maintenance Fee

Check Numb	Last Name	Acct 1	Amount	Description
	Money Movers Inc		10.50	
0	Morgan Henry	602-49450-000-43250	13.71	Ship Methane Gas Sample Reimbursement
	Morgan Henry		13.71	
174950	Morrow Daniel J	601-00000-000-20200	125.00	Refund Check 007352-000, 22 Poplar St
	Morrow Daniel J		125.00	
174951	Mosley Darlene	601-00000-000-20200	41.86	Refund Check 023174-000, 424 2 St SW
	Mosley Darlene		41.86	
0	Motor Parts & Equipment Corp	101-42123-420-42210	-67.14	Credit-Returned Spark Plugs
0	Motor Parts & Equipment Corp	101-42220-420-42210	17.99	Premium Capsules #2155
0	Motor Parts & Equipment Corp	101-42220-420-42210	47.88	Brake Cleaner #2110
0	Motor Parts & Equipment Corp	101-42123-420-42210	67.14	Spark Plug / #14
0	Motor Parts & Equipment Corp	101-45200-450-42210	5.59	Air Filter for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	18.38	Air and Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-42220-420-42210	12.50	Valve Grinding and Sandpaper #2110
0	Motor Parts & Equipment Corp	101-42123-420-42210	15.64	Light Bulbs / Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	2.79	Air Filter for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	21.58	Primer Paint - Street #120
0	Motor Parts & Equipment Corp	101-45110-450-42210	-135.89	CREDIT - Returned Axle
0	Motor Parts & Equipment Corp	101-45200-450-42210	25.79	Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	111.47	Air Filter - Street #217
0	Motor Parts & Equipment Corp	101-45200-450-42210	-18.00	Battery Core Deposit Returned
0	Motor Parts & Equipment Corp	101-42220-420-42210	13.17	Lubriplate Motor Assy #2110
0	Motor Parts & Equipment Corp	101-43126-430-42410	170.98	Large Snap Ring Pliers Drain Pan - Shop
0	Motor Parts & Equipment Corp	101-45110-450-42210	-147.68	CREDIT - Returned Lamps and Nuts
0	Motor Parts & Equipment Corp	101-43121-430-42210	38.74	Clamps/Tubing Holders - Street #121
0	Motor Parts & Equipment Corp	101-45200-450-42210	9.19	Air and Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-41940-410-42210	248.29	Driveshaft and Lug Nuts
0	Motor Parts & Equipment Corp	101-42220-420-42210	40.29	Lube / Solvent
0	Motor Parts & Equipment Corp	101-43121-430-42210	11.17	Air Filter for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	4.59	Air and Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	6.92	Tube Holder - Street #121
0	Motor Parts & Equipment Corp	602-49450-000-42210	4.19	Air Filter for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	-18.00	Credit-Core Deposit
0	Motor Parts & Equipment Corp	101-41940-410-42210	35.28	Lamps - Vehicle 15
0	Motor Parts & Equipment Corp	602-49450-000-42210	19.35	Oil Filters for Stock

Check Numb	Last Name	Acct 1	Amount	Description
0	Motor Parts & Equipment Corp	101-42220-420-42210	11.38	Silicone Lube
0	Motor Parts & Equipment Corp	601-49430-000-42210	19.35	Oil Filters for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	6.89	Air and Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	21.43	Len Tape - Rubbing Comp / #17
0	Motor Parts & Equipment Corp	101-45200-450-42210	19.93	V-Belt
0	Motor Parts & Equipment Corp	101-42123-420-42210	12.90	Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	121.13	Battery
0	Motor Parts & Equipment Corp	602-49480-000-42210	59.12	Air Exchanger Belts
0	Motor Parts & Equipment Corp	101-42123-420-42210	39.42	Sealer / #17
0	Motor Parts & Equipment Corp	101-43121-430-42210	16.16	Fuel Filter - Street #217
0	Motor Parts & Equipment Corp	602-49450-000-42210	6.89	Air and Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-43126-430-42110	47.88	Case of Brake Clean
0	Motor Parts & Equipment Corp	101-43121-430-42210	51.60	Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-45110-450-42210	239.39	Front Axle Shaft
0	Motor Parts & Equipment Corp	101-45110-450-42210	90.89	CV Axle
0	Motor Parts & Equipment Corp	601-49430-000-42210	4.19	Air Filter for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	153.24	Battery / #24
0	Motor Parts & Equipment Corp	101-42220-420-42210	5.73	Parts for #2120
	Motor Parts & Equipment Corp		1,489.72	
0	MTI Distributing Inc	101-45200-450-42210	143.92	Hose Guide
	MTI Distributing Inc		143.92	
174952	Munoz Mary	898-46310-000-44700	1.45	#202 Security Deposit Interest Refund
174952	Munoz Mary	898-00000-000-22000	31.05	#202 Security Deposit Refund
	Munoz Mary		32.50	
174953	National Rec & Park Association	101-45110-450-44330	175.00	NRPA Annual Membership
	National Rec & Park Association		175.00	
174826	NCPERS Group Life Insur	101-00000-000-21710	208.00	PR Batch 00510.05.2022 PERA Life Insurance
	NCPERS Group Life Insur		208.00	
174954	NKR Properties	601-00000-000-20200	11.88	Refund Check 013010-086, 1009 10 St SW
	NKR Properties		11.88	
174955		241-46330-461-44375	217.00	904 B Spring Road June Utility Reimb

Check Numb	Last Name	Acct 1	Amount	Description
			217.00	
0	North American Safety Inc	101-43121-430-42170	119.90	High Visibility Shirts for Part Time Employees
	North American Safety Inc		119.90	
174956	Nuss Truck & Equipment LLC	101-43121-430-42210	47.31	Water Strainer - Street #519
	Nuss Truck & Equipment LLC		47.31	
174957	O'Connor Mary	241-46330-461-43090	25.00	Hispanic Interpreting RAD Repositioning Meeting
	O'Connor Mary		25.00	
0	On Target A & M Inc	601-49430-000-43090	480.50	Utility Bills - May
0	On Target A & M Inc	602-49480-000-43090	480.50	Utility Bills - May
0	On Target A & M Inc	603-49500-000-43090	480.51	Utility Bills - May
	On Target A & M Inc		1,441.51	
0	Orchard Trust Company	101-00000-000-21706	2,107.00	PR Batch 00510.05.2022 Roth Deferred Compensation
0	Orchard Trust Company	101-00000-000-21706	8,701.88	PR Batch 00511.06.2022 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21706	50.00	PR Batch 00513.06.2022 Roth Deferred Compensation
0	Orchard Trust Company	101-00000-000-21706	2,157.00	PR Batch 00511.06.2022 Roth Deferred Compensation
0	Orchard Trust Company	101-00000-000-21706	8,601.88	PR Batch 00510.05.2022 MN Deferred Comp
	Orchard Trust Company		21,617.76	
0	Paape Companies Inc	101-43121-430-44010	2,861.95	Replace Heating Unit in Shop
0	Paape Companies Inc	101-43121-430-43090	101.00	Fixed Computer Issues
0	Paape Companies Inc	101-45126-450-44010	1,889.82	Replaced Transformer for Controller
0	Paape Companies Inc	101-45500-450-44010	50.50	HVAC Valve Repair
0	Paape Companies Inc	603-49500-000-44010	54.36	Repairs to Rooftop Unit PWP
0	Paape Companies Inc	601-49430-000-44010	382.28	Repairs to Rooftop Unit PWP
0	Paape Companies Inc	101-45122-450-44010	412.50	Repair HVAC Controller
0	Paape Companies Inc	101-45122-450-44010	2,770.00	RTU Supply Fan - Fitness Room
0	Paape Companies Inc	101-43121-430-44010	3,673.25	Repairs to Rooftop Unit PWP
0	Paape Companies Inc	602-49450-000-44010	297.85	Replace Heating Unit in Shop
0	Paape Companies Inc	602-49450-000-44010	382.28	Repairs to Rooftop Unit PWP
0	Paape Companies Inc	603-49500-000-44010	42.35	Replace Heating Unit in Shop
0	Paape Companies Inc	601-49430-000-44010	297.85	Replace Heating Unit in Shop

Check Numb	Last Name	Acct 1	Amount	Description
	Paape Companies Inc		13,215.99	
174958	Palmer Dennis & Ruth	601-00000-000-20200	42.90	Refund Check 023951-000, 1719 Crystal Ln
	Palmer Dennis & Ruth		42.90	
0	Palmer West Construction Company, Inc.	437-45122-450-45200	519,303.63	Buckham Center Roof Project Payment 3
	Palmer West Construction Company, Inc.		519,303.63	
174959	Paulino-Vargas Modesto	601-00000-000-20200	22.55	Refund Check 020466-000, 224 Wilson Ave
	Paulino-Vargas Modesto		22.55	
0	Pepsi Cola of Mankato Inc	101-45125-450-42990	3,138.03	Concession Items for Resale at Aquatic Center
	Pepsi Cola of Mankato Inc		3,138.03	
174960	Petty Cash	101-42110-420-43220	17.35	Postage to Send Evidence Certified Mail to BCA
	Petty Cash		17.35	
0	PFC Equipment Inc	602-49480-000-44045	602.47	Ferric Pump Repair
0	PFC Equipment Inc	602-49480-000-44045	424.31	Ferric Pump Repair
	PFC Equipment Inc		1,026.78	
174961	Piller Properties LLC	601-00000-000-20200	40.06	Refund Check 019284-022, 516 3 St NE
	Piller Properties LLC		40.06	
0	Plunkett's Pest Control	101-41940-410-44010	125.00	City Hall Pest Control
0	Plunkett's Pest Control	101-45122-450-44010	39.36	Community Center Pest Control
	Plunkett's Pest Control		164.36	
0	Property Pros	241-46330-461-44010	42.00	49 units Get Furnace Filters for Annual Inspections
0	Property Pros	211-46310-460-44010	75.00	16 SE 1st Street Mowing May 2022
0	Property Pros	241-46330-461-44010	2,421.00	49 Unit Mowing May 2022
0	Property Pros	241-46330-461-44010	273.00	1225 2nd Street Kitchen Sink Repair/Basement Door Frame Repair/K
0	Property Pros	898-46310-000-44010	547.61	Mowing May 2022
0	Property Pros	241-46330-461-44010	42.00	1319 NW 7th Street Toilet Repair

Check Numb	Last Name	Acct 1	Amount	Description
0	Property Pros	241-46330-461-44010	42.00	527 Lincoln Kitchen Sink Drain Unclog
0	Property Pros	241-46330-461-44010	105.00	404 13th Street Order Parts for Cabinet Door/Shower Parts
0	Property Pros	898-46310-000-44010	42.00	Move Outdoor Furniture to Back Patio
0	Property Pros	241-46330-461-44010	1,300.00	49 Units Spray Weeds May 2022
0	Property Pros	241-46330-461-44010	550.00	49 Units Litter Removal
0	Property Pros	898-46310-000-44010	209.38	1324 Prairie Ave Spray Weeds May 2022
0	Property Pros	241-46330-461-42110	315.16	Faribault Ace Filters (49)
0	Property Pros	241-46330-461-44010	379.00	49 Units Spray Weeds 5/23/22 & 5/24/22
0	Property Pros	211-46310-460-44010	45.00	16 SE 1st Street Spray Weeds May 2022
0	Property Pros	898-46310-000-44010	84.00	Pick Up Doors Lamperts
0	Property Pros	898-46310-000-44010	42.00	Spray Weeds 5/24/22
0	Property Pros	898-46310-000-44010	42.00	#213 Toilet Tank Repair
0	Property Pros	280-46310-461-44010	35.00	1116 2nd Street Mowing May 2022
0	Property Pros	898-46310-000-44010	240.00	5 hours Lawn Repair/Fill in Holes With Dirt
Property Pros			6,831.15	
0	Public Employees Retirement Association	101-00000-000-21705	17,477.19	PR Batch 00511.06.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	27,615.89	PR Batch 00511.06.2022 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	157.95	PR Batch 00513.06.2022 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	27,535.63	PR Batch 00510.05.2022 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	20,166.06	PR Batch 00511.06.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	220.73	PR Batch 00510.05.2022 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	17,403.21	PR Batch 00510.05.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	20,080.71	PR Batch 00510.05.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	220.73	PR Batch 00510.05.2022 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	18,357.07	PR Batch 00510.05.2022 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	18,410.55	PR Batch 00511.06.2022 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	105.30	PR Batch 00513.06.2022 PERA Police & Fire
Public Employees Retirement Association			167,751.02	
174962	Public Safety Equipment LLC	101-42123-420-43090	482.00	Radar/Lidar Certification
Public Safety Equipment LLC			482.00	
174963	Purfeerst Farms LLP	602-49480-000-43090	7,241.95	Sludge Haul
Purfeerst Farms LLP			7,241.95	
174964	Quadient Leasing USA Inc	101-41940-410-44160	717.03	Postage Machine Lease

Check Numb	Last Name	Acct 1	Amount	Description
	Quadient Leasing USA Inc		717.03	
174965	Quality Appliance Inc	101-41940-410-44010	179.00	Ice Maker and Installation
	Quality Appliance Inc		179.00	
0	R C Bliss Inc	101-42123-420-42210	-326.51	Credit: Invoice 5026780 #14 Rotor/Brake Lining Kit
0	R C Bliss Inc	101-42123-420-42210	360.18	Radiator Hose/Motor and Fan Assembly #1817
0	R C Bliss Inc	101-42123-420-42210	93.18	Radiator Hose / #16
0	R C Bliss Inc	101-42123-420-42210	329.01	Brake Rotor Assembly - Brake Lining Kit / #14
0	R C Bliss Inc	101-42123-420-42210	59.99	Spark Plug - Gasket / #14
	R C Bliss Inc		515.85	
174966	Ramy Turf Products LLC	602-49480-000-42110	800.00	Grass Seed
174966	Ramy Turf Products LLC	101-45200-450-42110	160.00	Grass Seed
	Ramy Turf Products LLC		960.00	
0	Rent 'N' Save Portable Services	101-45200-450-44160	334.95	Portable Toilet Rentals
	Rent 'N' Save Portable Services		334.95	
174967	Rice County Environmental Services - Solid Waste	101-45200-450-43840	114.00	Paint Disposal
	Rice County Environmental Services - Solid Waste		114.00	
174968	Rice County Highway Department	475-43121-430-45300	656.25	I-35/CSAH 9 Interchange Analysis
	Rice County Highway Department		656.25	
0	Rice County Property Tax & Elections	898-00000-000-20210	13,509.83	Payment In Lieu of Taxes FY 12/31/21
0	Rice County Property Tax & Elections	898-46310-000-44390	540.39	PILOT Penalty
0	Rice County Property Tax & Elections	241-00000-000-20210	12,988.52	Payment in Lieu of Taxes FYE 12/31/21 49 Units
0	Rice County Property Tax & Elections	241-46330-461-44390	519.54	PILOT Penalty
	Rice County Property Tax & Elections		27,558.28	
0	Rice County Recorder	101-41910-410-43520	46.00	Recording Resolution 2022-091 Bauer Restoration
	Rice County Recorder		46.00	

Check Numb	Last Name	Acct 1	Amount	Description
0	Ronco Engineering Sales	101-43121-430-42210	290.00	Replacement Mill Head Teeth - Street #312
0	Ronco Engineering Sales	101-45200-450-42210	149.88	HYD Motor Seal Kit
	Ronco Engineering Sales		439.88	
174969	Rosen Roger	101-45500-450-42190	201.48	Books
	Rosen Roger		201.48	
174970	Rotary Club of Faribault	101-42110-420-44330	51.00	Rotary Dues / B Gliem
	Rotary Club of Faribault		51.00	
174971	RSBS Management, Inc.	898-46310-000-44010	225.00	Parking Lot Sweeping 5/16/22
174971	RSBS Management, Inc.	241-46330-461-44010	509.00	904 Spring Rd/910-920 1st St/1518-1536 Western Parking Lot Sweep
	RSBS Management, Inc.		734.00	
174972	Safety-Kleen Systems Inc	101-43126-430-42110	103.15	Parts Washer Solvent
	Safety-Kleen Systems Inc		103.15	
0	Schilling Supply Company	602-49480-000-42210	276.75	Air Filters
	Schilling Supply Company		276.75	
174973	Schindler Elevator Corporation	101-45500-450-44010	522.87	Elevator Contract Quarterly
	Schindler Elevator Corporation		522.87	
0	Schirmer Karl D	101-45500-450-44010	395.00	Carpet Maintenance
	Schirmer Karl D		395.00	
0	Selco	101-45500-450-43250	3,696.23	Basic Service Fees and PC Support
	Selco		3,696.23	
174974	Sherwin Williams Company #3037	101-43170-430-42240	63.36	Graffiti Paint
174974	Sherwin Williams Company #3037	101-43170-430-42240	9.85	Graffiti Remover
174974	Sherwin Williams Company #3037	101-43170-430-42240	68.26	Paint for Graffiti Cover Up

Check Numb	Last Name	Acct 1	Amount	Description
	Sherwin Williams Company #3037		141.47	
0	ShofCorp LLC	898-46310-000-43090	70.05	TRACS Data Processing June 2022
	ShofCorp LLC		70.05	
0	Shred Right	101-42124-420-43090	20.25	Shredding Service
	Shred Right		20.25	
174975		241-46330-461-44375	214.00	1532 Western June Utility Reimb
			214.00	
174976	Sign Solutions USA, LLC	101-43170-430-42240	2,594.61	Transfer Tape for Street Signs
	Sign Solutions USA, LLC		2,594.61	
174977	Sirchie Finger Print Laboratories Inc	101-42121-420-42110	40.88	Heat Seal Check Bag
	Sirchie Finger Print Laboratories Inc		40.88	
174978	Sirek Hydraulic Service Inc	602-49450-000-42210	295.35	Parts for Truck 7
174978	Sirek Hydraulic Service Inc	101-43121-430-42110	18.35	Hook for Harness
	Sirek Hydraulic Service Inc		313.70	
174979	Sonnek Jamie & Deborah	602-00000-000-20200	8.94	Refund Check 009351-005, 615 Division St E
174979	Sonnek Jamie & Deborah	601-00000-000-20200	4.78	Refund Check 009351-005, 615 Division St E
174979	Sonnek Jamie & Deborah	601-00000-000-20200	24.35	Refund Check 009351-005, 615 Division St E
	Sonnek Jamie & Deborah		38.07	
0	Southwest Service Cooperative	101-42123-420-41310	675.01	John Harmon Insurance
0	Southwest Service Cooperative	101-00000-000-11510	823.17	Jackie Remme Insurance
0	Southwest Service Cooperative	101-00000-000-11510	731.72	Carol Luczak-Dillerud Insurance
0	Southwest Service Cooperative	101-00000-000-11510	823.17	Nancy Andrist Insurance
0	Southwest Service Cooperative	101-00000-000-11510	58.54	Dustin Delmonico Insurance
0	Southwest Service Cooperative	101-42123-420-41310	673.18	Dustin Delmonico Insurance
0	Southwest Service Cooperative	101-00000-000-11510	731.72	Jerry Marzahn Insurance
0	Southwest Service Cooperative	101-00000-000-11510	1,536.44	Kimberly Lang Insurance
0	Southwest Service Cooperative	101-42123-420-41310	1,920.11	Maggie Hunt Insurance

Check Numb	Last Name	Acct 1	Amount	Description
0	Southwest Service Cooperative	101-00000-000-21707	149,479.97	Health Insurance Premiums - June
0	Southwest Service Cooperative	101-00000-000-11510	823.17	Paul Froman Insurance
0	Southwest Service Cooperative	101-00000-000-11510	421.48	Maggie Hunt Insurance
0	Southwest Service Cooperative	101-00000-000-11510	148.16	John Harmon Insurance
0	Southwest Service Cooperative	101-00000-000-21707	444.00	Healthy Invest - June
	Southwest Service Cooperative		159,289.84	
0	Springbrook Holding Company LLC	602-49450-000-44325	1,443.00	Civic Pay Transaction Fees May
0	Springbrook Holding Company LLC	601-49430-000-44325	1,443.00	Civic Pay Transaction Fees May
	Springbrook Holding Company LLC		2,886.00	
174980	SSM1 LLC	602-00000-000-20200	12.49	Refund Check 024194-000, 416 Shumway Ave
174980	SSM1 LLC	601-00000-000-20200	6.67	Refund Check 024194-000, 416 Shumway Ave
	SSM1 LLC		19.16	
174981	Star Tribune	101-45500-450-42191	648.86	Newspaper Subscription
	Star Tribune		648.86	
174982	State Industrial Products	101-43121-430-42110	671.23	Orange Oil Cleaner and Car Wash Soap PWP
174982	State Industrial Products	603-49500-000-42110	9.93	Orange Oil Cleaner and Car Wash Soap PWP
174982	State Industrial Products	601-49430-000-42110	69.86	Orange Oil Cleaner and Car Wash Soap PWP
174982	State Industrial Products	602-49450-000-42110	69.86	Orange Oil Cleaner and Car Wash Soap PWP
	State Industrial Products		820.88	
0	Stonebrooke Engineering Inc.	472-43121-430-45300	32,545.60	30th St NW-TH 3 RAB Through 4/30/22
	Stonebrooke Engineering Inc.		32,545.60	
174983	T. Nelson Properties	601-00000-000-20200	39.54	Refund Check 017470-087, 210 23 St NW Apt 2
	T. Nelson Properties		39.54	
174984	Tactical RC LLC	215-42123-420-42410	2,544.51	Remote Controlled Vehicle - DWI Forfeiture Fund
	Tactical RC LLC		2,544.51	
0	Taylor & Associates, Inc	101-45125-450-42410	8,874.18	Pool Furniture

Check Numb	Last Name	Acct 1	Amount	Description
	Taylor & Associates, Inc		8,874.18	
174985	Thompson James	601-00000-000-20200	63.14	Refund Check 017278-000, 4 1 Ave SW
	Thompson James		63.14	
174986	Thompson Tree Service	241-46330-461-44010	900.00	900 B Spring Road Tree & Stump Removal
	Thompson Tree Service		900.00	
174987	Timm's Trucking Inc	101-43121-430-42240	192.92	Sand for Stock
	Timm's Trucking Inc		192.92	
174988	Titan Machinery	601-49430-000-42210	140.63	Valve Solenoid
	Titan Machinery		140.63	
174989	T-Mobile	101-45500-450-43096	274.12	Hotspots
	T-Mobile		274.12	
174990	Tom's Lock & Key, LLC	101-41940-410-44010	554.84	Replaced Door Lever and Lock at City Hall
174990	Tom's Lock & Key, LLC	241-46330-461-42110	16.25	1522 Western Ave New Deadbolt Lock
174990	Tom's Lock & Key, LLC	898-46310-000-42110	6.00	2 Mailbox Keys #113
174990	Tom's Lock & Key, LLC	241-46330-461-44010	65.00	527 Lincoln Ave Repair Lock Entry Door
174990	Tom's Lock & Key, LLC	241-46330-461-42110	4.00	527 Lincoln Key
174990	Tom's Lock & Key, LLC	241-46330-461-44010	65.00	1522 Western Ave Repair Lock
174990	Tom's Lock & Key, LLC	101-41940-410-44010	518.83	Replace Door Closer at City Hall
	Tom's Lock & Key, LLC		1,229.92	
174991	Triangle Automotive Machine Inc	101-42220-420-44040	487.00	Clean / Pressure Test / Check Valves #2110
	Triangle Automotive Machine Inc		487.00	
174992	Truck Center Companies East LLC	101-43121-430-42210	162.59	Two Speed Axle Solenoid - Street #105
174992	Truck Center Companies East LLC	101-42220-420-42210	18.58	Hose 90 Degree Elbow #2110
174992	Truck Center Companies East LLC	101-42220-420-42210	97.04	Seal O-Ring / Seal Injector / Flange #2110
174992	Truck Center Companies East LLC	101-42220-420-42210	67.45	Hose Mend/Water Heater Hose/Oil Bath Seal #2110
174992	Truck Center Companies East LLC	101-43121-430-42210	163.29	Park Brake Valve/Radiator Cap - Street #105
174992	Truck Center Companies East LLC	101-42220-420-42210	52.82	Gasket Connections #2110

Check Numb	Last Name	Acct 1	Amount	Description
174992	Truck Center Companies East LLC	101-42220-420-42210	137.42	Tension Belt #2155
174992	Truck Center Companies East LLC	101-42220-420-42210	39.07	Fuel/Water Separator #2155
	Truck Center Companies East LLC		738.26	
0	Twin City Garage Door	602-49450-000-44010	220.41	Annual Overhead Door Inspections
0	Twin City Garage Door	601-49430-000-44010	220.41	Annual Overhead Door Inspections
0	Twin City Garage Door	101-43121-430-44010	2,117.84	Annual Overhead Door Inspections
0	Twin City Garage Door	603-49500-000-44010	31.34	Annual Overhead Door Inspections
	Twin City Garage Door		2,590.00	
174993	Ubl Angela	601-00000-000-20200	16.82	Refund Check 020409-003, 521 Shumway Ave
	Ubl Angela		16.82	
0	Ultimate Safety Concepts Inc	101-42220-420-42170	1,165.04	Yellow Helmets
	Ultimate Safety Concepts Inc		1,165.04	
174994	US Bank	349-47000-470-46200	500.00	Administration Fees for MN GO State Aid Bonds Series 2021!
	US Bank		500.00	
174840	US Bank Equipment Finance	101-42400-420-44160	95.73	Copier Lease
	US Bank Equipment Finance		95.73	
0	Utility Consultants Inc	601-49430-000-43090	1,441.90	Lab Testing
0	Utility Consultants Inc	603-49500-000-43090	236.25	Monthly Coliform Samples
	Utility Consultants Inc		1,678.15	
174841	Verizon Wireless	902-00000-000-23935	-3,130.20	Monthly Phone Bill-May
174841	Verizon Wireless	602-49480-000-43210	66.20	WWTP Phones
174841	Verizon Wireless	101-42123-420-43210	1,083.93	Cell Phone Service - Patrol
174841	Verizon Wireless	101-43121-430-43210	35.01	Data Street Sign Shop Devices
174841	Verizon Wireless	101-42110-420-43210	164.84	Cell Phone Service - Police Administration
174841	Verizon Wireless	101-42110-420-43210	70.02	Data/Admin Ipad
174841	Verizon Wireless	101-42220-420-43210	120.03	Data Fire Ipads (In Fire Trucks)
174841	Verizon Wireless	240-46210-460-43210	65.34	Cell Phone Service - Community Development
174841	Verizon Wireless	101-42123-420-43210	840.56	Data Air Cards - MDC
174841	Verizon Wireless	101-41940-410-43210	82.42	Cell Phone Service - Building Maintenance

Check Numb	Last Name	Acct 1	Amount	Description
174841	Verizon Wireless	101-42210-420-43210	82.42	Cell Phone Service - Fire Administration
174841	Verizon Wireless	902-00000-000-23935	-1,762.77	Data Charges 05/29/2022-06/28/2022
174841	Verizon Wireless	101-45110-450-43210	241.33	Cell Phone Service - Parks & Rec
174841	Verizon Wireless	603-49500-000-43210	210.06	Data Air Cards- Storm
174841	Verizon Wireless	602-49450-000-43210	82.42	Cell Phone Service - Sewer Collection
174841	Verizon Wireless	603-49500-000-43210	41.21	Cell Phone Service - Storm Water Utility
174841	Verizon Wireless	101-42400-420-43210	203.65	Cell Phone Service - Building Codes
174841	Verizon Wireless	602-49450-000-43210	70.02	Data Air Cards- Sewer
174841	Verizon Wireless	101-43110-430-43210	41.21	Cell Phone Service - PW Admin
174841	Verizon Wireless	101-41580-410-43210	40.01	Data -IT
174841	Verizon Wireless	601-49430-000-43210	164.84	Cell Phone Service - Water Distribution
174841	Verizon Wireless	101-43190-430-43210	41.21	Cell Phone Service - Engineering
174841	Verizon Wireless	101-42220-420-43210	151.89	Cell Phone Service - Fire Suppression
174841	Verizon Wireless	902-00000-000-23935	1,762.77	Data Charges 05/29/2022-06/28/2022
174841	Verizon Wireless	101-42121-420-43210	288.47	Cell Phone Service - Investigations
174841	Verizon Wireless	101-41580-410-43210	82.42	Cell Phone Service - IT
174841	Verizon Wireless	101-42210-420-43210	35.01	Data Fire Chief
174841	Verizon Wireless	101-42700-420-43210	206.05	Cell Phone Service - Special Services
174841	Verizon Wireless	601-49430-000-43210	240.84	Data Air Cards- Water
174841	Verizon Wireless	101-45500-450-43210	24.13	Cell Phone Service - Library
174841	Verizon Wireless	902-00000-000-23935	3,130.20	Monthly Phone Bill-May
174841	Verizon Wireless	101-41510-410-43210	82.42	Cell Phone Service - Finance
174841	Verizon Wireless	101-45140-450-43210	35.01	Data Community Center Youth Sports
Verizon Wireless			4,892.97	
0	Virg's Appliance Service Inc	898-46310-000-44010	-85.00	Credit Overpayment on Invoice #18455
0	Virg's Appliance Service Inc	241-46330-461-44010	85.00	900 A Spring Road Range Burner Repair
0	Virg's Appliance Service Inc	241-46330-461-44010	85.00	904 D Spring Road Range Checked/Repair
0	Virg's Appliance Service Inc	241-46330-461-44010	85.00	902 B Spring Road Refrigerator Gasket Repair
0	Virg's Appliance Service Inc	898-46310-000-44010	85.00	#111 Range Repair/Check
0	Virg's Appliance Service Inc	241-46330-461-42110	0.01	900 A Spring Road-No Gasket Needed-Vendor to Adjust
0	Virg's Appliance Service Inc	241-46330-461-42110	54.95	900 A Spring Road Range Burner
0	Virg's Appliance Service Inc	241-46330-461-44050	1,014.00	900 A Spring Road Refrigerator
0	Virg's Appliance Service Inc	241-46330-461-42110	-0.01	900 A Spring Road-No Gasket Needed-Vendor to Adjust
0	Virg's Appliance Service Inc	898-46310-000-44010	85.00	#221 Refrigerator Repair
0	Virg's Appliance Service Inc	241-46330-461-42110	111.95	902 B Spring Road Refrigerator Gasket
0	Virg's Appliance Service Inc	241-46330-461-44010	85.00	900 A Spring Road Refrigerator Repair
0	Virg's Appliance Service Inc	241-46330-461-44010	85.00	1526 Western Range Repair
Virg's Appliance Service Inc			1,690.90	
174995	Walker Kirk	601-00000-000-20200	28.24	Refund Check 005215-139, 804 7 St NW

Check Numb	Last Name	Acct 1	Amount	Description
	Walker Kirk		28.24	
174827	Wal-Mart	101-42210-420-42230	50.46	Flowers and Plants-Fire
174827	Wal-Mart	101-42121-420-42020	20.94	SD Cards
174827	Wal-Mart	101-42220-420-42110	25.14	Gatorade-Fire
174827	Wal-Mart	101-45140-450-42110	124.45	Fun Center Camp Supplies
	Wal-Mart		220.99	
0	Walton's Inc	602-49480-000-42210	919.80	Screen Bags
	Walton's Inc		919.80	
174996	Waste Management of WI-MN	225-49810-430-43840	117.75	Airport 3401 Hwy 21 W
174996	Waste Management of WI-MN	603-49500-000-43840	10.42	PW Facility 1200 Belview Trl
174996	Waste Management of WI-MN	101-45125-450-43840	795.60	Aquatic Center 1820 2nd Ave NW
174996	Waste Management of WI-MN	101-45200-450-43840	33.97	TeePee Tonka 10 3rd St NE
174996	Waste Management of WI-MN	101-45127-450-43840	87.75	Soccer Field 704 17th St SW
174996	Waste Management of WI-MN	101-45122-450-43840	106.53	Community Center 15 Division St W
174996	Waste Management of WI-MN	101-45126-450-43840	49.25	Washington Rec Center 117 Shumway
174996	Waste Management of WI-MN	101-42210-420-43840	107.75	Fire 122 2nd St NW
174996	Waste Management of WI-MN	101-43121-430-43840	268.68	Prorated Dumpster Service
174996	Waste Management of WI-MN	101-45500-450-43840	106.53	Buckham Center 11 Division St E
174996	Waste Management of WI-MN	101-45200-450-43840	40.96	Parking Lot Behind Post Office
174996	Waste Management of WI-MN	101-45200-450-43840	105.30	Dog Park 900 Lyndale Ave
174996	Waste Management of WI-MN	101-43121-430-43840	704.32	PW Facility 1200 Belview Trl
174996	Waste Management of WI-MN	601-49430-000-43840	73.30	PW Facility 1200 Belview Trl
174996	Waste Management of WI-MN	602-49480-000-43840	1,263.02	Wastewater Facility 214 14th St NE
174996	Waste Management of WI-MN	101-45500-450-43840	379.20	Central Ave 5/1-5/31/22
174996	Waste Management of WI-MN	101-42110-420-43840	112.75	Police 25 4th St NW
174996	Waste Management of WI-MN	602-49450-000-43840	73.30	PW Facility 1200 Belview Trl
174996	Waste Management of WI-MN	101-41940-410-43840	107.75	City Hall 208 1st Ave NW
	Waste Management of WI-MN		4,544.13	
0	Water Conservation Service Inc	601-49430-000-43090	468.66	Leak Detection Ravine St
	Water Conservation Service Inc		468.66	
174997	Wilson Mary	873-00000-000-20200	3.00	Refund Check 020743-000, 17965 Roberds Lake Blvd
174997	Wilson Mary	873-00000-000-20200	65.01	Refund Check 020743-000, 17965 Roberds Lake Blvd

Check Numb	Last Name	Acct 1	Amount	Description
	Wilson Mary		68.01	
174828	Xcel Energy	101-45122-450-43810	1,072.46	302825421 19 Division St W
174828	Xcel Energy	437-41940-410-43830	410.77	303440015 217 Mill Street - Garage
174828	Xcel Energy	101-45127-450-43810	-2.14	304160080 705 17th St SW
174828	Xcel Energy	101-42210-420-43810	347.30	302527702 122 2 St NW-Fire Hall
174828	Xcel Energy	602-49450-000-43810	56.96	302346525 3030 Hwy 60 W Lift Station
174828	Xcel Energy	602-49450-000-43810	19.76	302794134 98 3 Ave NW Viaduct Lift Stati
174828	Xcel Energy	602-49450-000-43810	27.50	303333605 410 Frink Ave Lift Station
174828	Xcel Energy	101-45200-450-43810	3.99	302261595 920 9 Ave SW
174828	Xcel Energy	101-45200-450-43810	25.64	302321102 1000 7 Ave SW-S Alex Sec
174828	Xcel Energy	101-41940-410-43810	1,772.64	303683323 208 1 Ave NW
174828	Xcel Energy	101-45200-450-43810	562.48	302576466 1815 Alexander Dr
174828	Xcel Energy	902-00000-000-23935	80,692.82	Electricity Bill-April
174828	Xcel Energy	101-43170-430-43810	17.49	302525247 4050 Hwy 60 W
174828	Xcel Energy	601-49430-000-43810	7,934.82	303329691 824 7 St NW Pump Water
174843	Xcel Energy	601-49430-000-45200	6,277.18	Reconnecting The Power To The New Well House 5
174828	Xcel Energy	101-43170-430-43810	8.96	156258 117 Shumway CD Siren
174828	Xcel Energy	101-45200-450-43810	45.67	302165394 415 2nd Ave SW Wapacuta Pk
174828	Xcel Energy	602-49450-000-43810	18.33	302772185 1150 Willow Lift Station
174828	Xcel Energy	101-43160-430-43810	35.54	303328788 1600 30 St NW
174828	Xcel Energy	225-49810-430-43830	28.49	302414965 3401 Hwy 21 W
174828	Xcel Energy	101-43160-430-43810	-30.86	303661815 495 Heritage Pl
174828	Xcel Energy	602-49450-000-43810	45.72	303670994 1090 Cannon Circle Lift Station
174828	Xcel Energy	101-45500-450-43810	695.74	302342287 11 Division St E
174828	Xcel Energy	101-42500-420-43810	4.31	178539 2613A Hulett Court
174828	Xcel Energy	101-42210-420-43830	998.26	302350193 122 2 St NW Fire Hall
174828	Xcel Energy	101-43170-430-43810	35.93	304131503 2200 30th St NW
174828	Xcel Energy	101-45500-450-43830	1,613.90	302342287 11 Division St E 70%
174828	Xcel Energy	101-42500-420-43810	8.96	146104 920 9 Ave SW CD Siren
174828	Xcel Energy	101-45500-450-43810	19.96	302342287 11 Division St E Security
174828	Xcel Energy	101-43121-430-43830	1,667.85	304051816 1200 Belview Trl
174828	Xcel Energy	101-43170-430-43810	-32.55	303691980 2219 Grant St Lift Station
174828	Xcel Energy	101-45126-450-43830	1,202.49	302971175 117 Shumway Washington Center
174828	Xcel Energy	101-45200-450-43810	28.46	304850239 TeePee Tonka Park Tunnel
174828	Xcel Energy	101-41940-410-43830	588.97	303640982 208 1 Ave NW City Hall
174828	Xcel Energy	101-45200-450-43810	25.77	175957 500 Maple Lawn Cartway
174828	Xcel Energy	602-49450-000-43810	25.62	302412146 1901 7 St NW Lift Station
174828	Xcel Energy	101-42500-420-43810	46.94	303930334 Fairgrounds/300 Western
174828	Xcel Energy	602-49450-000-43810	45.91	303203605 319 Lind St Lift Station
174828	Xcel Energy	101-45200-450-43810	52.24	303683055 100 Tee Pee Tonka Park
174828	Xcel Energy	101-45122-450-43810	34.34	154794 16 Central Ave

Check Numb	Last Name	Acct 1	Amount	Description
174828	Xcel Energy	101-42110-420-43830	1,306.41	303688424 25 4th St NW
174828	Xcel Energy	101-45125-450-43810	509.50	303727721 1830 2 Ave NW Aquatic Center
174828	Xcel Energy	603-49500-000-43830	24.68	304051816 1200 Belview Trl
174828	Xcel Energy	101-45200-450-43810	-82.95	304017445 900 Lyndale Ave N
174828	Xcel Energy	602-49480-000-43830	7,531.92	302858086 214 14 St NE
174828	Xcel Energy	101-42110-420-43810	4,497.08	303688424 25 4th St NW
174828	Xcel Energy	601-49430-000-43810	5,323.50	302969048 350 Alexander Park Well #6
174828	Xcel Energy	101-45126-450-43810	45.82	302492805 117 Shumway-Washington Center
174828	Xcel Energy	101-43160-430-43810	0.45	304157632 1602 2nd Ave NW
174828	Xcel Energy	101-45200-450-43810	10.95	303510224 Central Park Band Stand
174828	Xcel Energy	101-43121-430-43810	64.27	304051816 1200 Belview Trl
174828	Xcel Energy	437-41940-410-43810	223.51	302678011 217 Mill St
174828	Xcel Energy	101-43160-430-43810	39.70	304116512 1000 Lyndale Ave S
174828	Xcel Energy	101-42500-420-43810	8.96	164184 930 4th CD Siren
174828	Xcel Energy	902-00000-000-23935	-80,692.82	Electricity Bill-April
174828	Xcel Energy	601-49430-000-43810	1,196.83	302814303 1217 Parshall Reservoir #2
174828	Xcel Energy	101-45200-450-43810	67.58	303239611 Sr High Tennis Courts
174828	Xcel Energy	601-49430-000-43830	173.58	304051816 1200 Belview Trl
174828	Xcel Energy	101-42500-420-43810	4.31	154013 1851 220 St E CD Siren
174828	Xcel Energy	602-49450-000-43810	6.69	304051816 1200 Belview Trl
174828	Xcel Energy	101-43160-430-43810	36.18	304116511 800 Lyndale Ave S
174828	Xcel Energy	602-49480-000-43810	18,643.52	304239286 214 14th St NE
174828	Xcel Energy	101-45122-450-43830	696.67	303402179 16 Central Ave
174828	Xcel Energy	101-42500-420-43810	38.31	304214955 930 4th Ave NW Siren
174828	Xcel Energy	602-49450-000-43830	38.61	302458578 828 8 Ave NW Park Shop
174828	Xcel Energy	101-45122-450-43830	691.67	302342287 Boiler Heat Line 30%
174828	Xcel Energy	601-49430-000-43830	173.00	302971552 824 7th St NW Water Works
174828	Xcel Energy	101-43160-430-43810	34.02	304116510 1904 Grant St NW
174828	Xcel Energy	101-45200-450-43830	90.31	302627100 Jefferson Warming House
174828	Xcel Energy	101-42110-420-43810	2,216.00	303877775 11 20th St NW Evidence Garage
174828	Xcel Energy	101-45200-450-43810	18.74	303683055 100 TP Tonka Security
174828	Xcel Energy	101-43170-430-43810	132.13	302531059 103 3 St NE Signal Light
174828	Xcel Energy	101-43160-430-43810	35.54	304087990 510 2 Ave NW Carnival
174828	Xcel Energy	101-43160-430-43810	-188.52	302767481 210 3 St NE St Light HP
174828	Xcel Energy	601-49430-000-43810	6.69	304051816 1200 Belview Trl
174828	Xcel Energy	101-45122-450-43810	3,376.80	303273787 15 Central Ave Load Profile
174828	Xcel Energy	101-45126-450-43810	116.70	303373970 117 Shumway Load Profile
174828	Xcel Energy	602-49450-000-43830	173.58	304051816 1200 Belview Trl
174828	Xcel Energy	602-49450-000-43810	50.69	302976387 1301 Willow St Lift Station
174828	Xcel Energy	101-45200-450-43810	35.54	303659432 618 9 Ave SW Sledding Hill
174828	Xcel Energy	437-41940-410-43810	216.16	303440015 217 Mill Street - Garage
174828	Xcel Energy	101-45126-450-43810	18.46	171746 117 Shumway Lighting
174828	Xcel Energy	101-42110-420-43830	6,432.76	303877775 11 20th St NW Evidence Garage

Check Numb	Last Name	Acct 1	Amount	Description
174828	Xcel Energy	101-45200-450-43830	66.23	304017445 900 Lyndale Ave N
174828	Xcel Energy	603-49500-000-43810	0.95	304051816 1200 Belview Trl
174828	Xcel Energy	101-43170-430-43810	23.99	303453265 1500 7 St NW Signal Light
174828	Xcel Energy	101-43170-430-43810	233.41	303396625 27 Division St E Signal Light
174828	Xcel Energy	101-45200-450-43810	35.54	303920032 540 2nd Ave NW
174828	Xcel Energy	601-49430-000-43810	6,591.13	303929972 1904 Fairground Dr
174828	Xcel Energy	437-41940-410-43810	35.54	302880124 217 Mill St - Diesel Plt
174843	Xcel Energy	898-46310-000-43810	2,165.21	51 Units Electric Thru 05/10/22
174828	Xcel Energy	602-49480-000-43810	35.54	302940983 502 3rd Ave NW
174828	Xcel Energy	101-42500-420-43810	4.31	167157 1203 Parshall St
174828	Xcel Energy	101-43170-430-43810	91.90	303446090 1418 Divsion St W Signal Light
174828	Xcel Energy	101-45125-450-43820	58.11	303727721 1830 2 Ave NW Aquatic Center
174828	Xcel Energy	101-43160-430-43810	15.20	304157645 3305 Highway 60
174842	Xcel Energy	404-45200-450-45300	500.00	Teepee Tonka Trail Crossing
	Xcel Energy		89,635.21	
0	Zarnoth Brush Works Inc	101-45200-450-42210	1,638.00	Toolcat Brooms
	Zarnoth Brush Works Inc		1,638.00	
174998	Zep Sales & Service	101-43126-430-42110	650.22	Hand Soap/Tar Degreaser/Floor Scrubbing Soap
	Zep Sales & Service		650.22	
			2,007,678.19	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: June 14, 2022
SUBJECT: Resolution 2022-121 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 the following donations for the 2022 Safety Camp:

Women of the Moose	\$50.00
American Legion Auxiliary	\$50.00
Faribault Rotary Youth Services Inc.	\$500.00
Rice Co. Deputies Association	\$300.00

Recommendation:

Staff recommends approval of Resolution 2022-121 Accept Donations to Parks and Recreation Department in the amount of \$900.00.

Attachments:

1. Resolution 2022-121 Accept Donations to Parks and Recreation Department

CITY OF FARIBAULT

RESOLUTION #2022-121

ACCEPT DONATIONS TO PARKS AND RECREATION DEPARTMENT

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

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

WHEREAS, Faribault Parks and Recreation Department received the following donations to be used towards the 2022 Safety Camp:

Women of the Moose	\$ 50.00
American Legion Auxiliary	50.00
Faribault Rotary Youth Services Inc.	500.00
Rice Co. Deputies Association	300.00

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes Faribault Parks and Recreation Department to accept donations of \$900.00 for the 2022 Safety Camp.

Date Adopted: June 14, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: June 14, 2022
SUBJECT: Approve Change Order #3 for Buckham Center Roof Project

Background:

Attached is a change order for the roof project at the Buckham Center. As work continued on the roof project, it was determined that an additional drain is needed on the Community Center roof to eliminate water pooling near the HVAC rooftop unit.

This change order will amount to \$6,819.00. This is the third change order we have received for this project.

Recommendation:

Staff recommends approval of Change Order #3 for the Buckham Center Roof project for an additional cost of \$6,819..00.

Attachments:

1. Change Order #3



Palmer•West Construction Co., Inc.

14595 James Road

Rogers MN 55373

CO#

3

PROJECT NAME: Faribault Library / Rec Center Re-roof
TO: Paul Peanasky

DATE: May 23,2022
FROM: Bob Stender
OFFICE: 763-428-1867

DESCRIPTION			AMOUNT
<u>Material/Equipment/Fab</u>			
	<u>Cost</u>	<u>Tax</u>	
Roofing Material	\$588.01	\$47.04	\$635.05
Equipment	\$0.00	\$0.00	\$0.00
Tools and Supplies	\$0.00	\$0.00	\$0.00
<u>Labor</u>			
	<u>Hours</u>	<u>Rate</u>	
Roofing Labor (Carpentry)	6	\$100.00	\$600.00
Sheet Metal Labor		\$105.00	\$0.00
Trucking		\$100.00	\$0.00
<u>Subcontractor</u>			
		<u>Cost</u>	
Signature Plumbing (add 1 roof drain area E)		\$5,200.00	\$5,200.00
			\$0.00
This proposal is valid for 30 days from issue date.			
PWC may require additional time to complete this work.			
Palmer West Subtotal			\$1,235.05
Overhead/Profit10% Excl Sub			\$123.51
Subcontractor Subtotal			\$5,200.00
Subcontractor 5%			\$260.00
TOTAL			\$6,819.00

Palmer West Construction Co., Inc.
 14595 James Rd.
 Rogers, MN 55374
 P: 763-428-1867
 F: 763-428-1873

Report Name: Recap

Print Date: 5/23/2022 2:03:30 PM

Bid: 22-106 Faribault Library

Scenario: Added Roof Drain

Description	Net Cost	Markup	Markup \$	Gross Price	Cost Unit	Unit	Hours
ROOFING							
MATERIAL							
INSULATION MATERIAL	\$144.00			\$144.00	\$0.00	SQ	
ROOFING MATERIAL	\$85.00			\$85.00	\$0.00	SQ	
ROOFING MATERIAL FLASHING	\$247.00			\$247.00	\$0.00	SQ	
ROOFING MATERIAL ASPHALT	\$49.01			\$49.01	\$0.00	SQ	
ROOFING ADHESIVES	\$63.00			\$63.00	\$0.00	SQ	
Subtotal Material	\$588.01			\$588.01	\$0.00/SQ		
TAX		8.00%		\$47.04	\$0.00	SQ	
Total Material	\$588.01			\$635.05	\$0.00/SQ		
LABOR							
ROOFING LABOR	\$400.00			\$400.00	\$0.00	SQ	4.00
FLASHING LABOR	\$200.00			\$200.00	\$0.00	SQ	2.00
Subtotal Labor	\$600.00			\$600.00	\$0.00/SQ		6.00
Total Labor	\$600.00			\$600.00	\$0.00/SQ		6.00
SUBCONTRACT							
SUBCONTRACT	\$5,200.00			\$5,200.00	\$0.00	SQ	
Subtotal SubContract	\$5,200.00			\$5,200.00	\$0.00/SQ		
Total SubContract	\$5,200.00			\$5,200.00	\$0.00/SQ		
Subtotal Tax Classes	\$6,388.01			\$6,435.05	\$0.00/SQ		6.00
Subtotal				\$6,435.05	\$0.00/SQ		
PROFIT		5.96%		\$383.50	\$0.00	SQ	
MATERIAL		10.00%		\$63.50	\$0.00	SQ	
LABOR		10.00%		\$60.00	\$0.00	SQ	
SUBCONTRACT		5.00%		\$260.00	\$0.00	SQ	
CONTRACT AMOUNT	\$6,388.01			\$6,818.55	\$0.00	SQ	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: June 14, 2022
SUBJECT: Approve Amendment No. 2 to the Professional Services Contract with Stonebrooke Engineering for the 30th Street NW and TH 3 Roundabout Project - City Contract 2023-04

Background:

At the May 10, 2022 City Council meeting, the Council approved Amendment No. 1 to the professional services contract with Stonebrooke Engineering for the 30th Street NW and TH 3 Roundabout Project, City Contract 2023-04. A portion of the scope change required by the MnDOT was inadvertently omitted from that amendment and is proposed to be added to the project scope per this Amendment No. 2. This additional work is related to completing a phase 1 environmental study on land that is being acquired for additional right-of-way that will be conveyed to MnDOT as part of the project.

A reminder that through the project development process, there have been changes to the project scope and design standards, and significant delays in moving the project forward, mostly as a result of lengthy MnDOT reviews. Stonebrooke has requested an amendment to the original professional services agreement for the additional time and services required as laid out in Amendments Nos. 1 & 2. Also a reminder that, following discussions with the City, MnDOT has agreed to provide additional funding for this project (which more than offset the increased professional services costs)--MnDOT has awarded the City an additional \$500,000 in Local Project Partnership (LPP) funds. The City had previously been awarded \$400,000 in LPP grant funds and \$925,000 in federal funds. Both of these grant funds are only eligible for construction related costs, not design costs, which are the City's responsibility based on the grant agreements.

Recommendation:

Approve Amendment No. 2 to Professional Services Contract with Stonebrooke Engineering for the 30th Street NW and TH 3 Roundabout Project, City Contract 2023-04

Attachments:

1. TH 3 and 30th RAB Work Order Amendment 2 05.12.22



MASTER CLIENT AGREEMENT WORK ORDER

Whereas, City of Faribault (the “Client”) and Stonebrooke Engineering, Inc. (“Stonebrooke”) have entered into a Master Client Agreement, dated October 18, 2018 (the “Agreement”), which is intended to include the services set forth in this Work Order. The terms and conditions of the Agreement are hereby incorporated by reference herein.

Date of this Work Order: May 12, 2022

Project Information:

Project Name:	<u>30th Street NW & TH 3 Roundabout Project Design Services – Amendment 2</u>
Project Owner:	<u>City of Faribault, Minnesota</u>
Project No.:	<u>SP 6612-102 and SP 125-010-017</u>

Contract Time:

The Date of Commencement of the services set forth in this Work Order is **May 2022**. The services shall be Substantially Complete no later than **December 31, 2022**.



Contract Sum

The total compensation paid by Client to Stonebrooke for the Work set forth in this Work Order shall be an amount NOT TO EXCEED: Eleven Thousand Sixty dollars (\$11,060.00), which sum includes reimbursable expenses in the amount of Zero dollars (\$0.00), and all applicable taxes.

Scope of Work

Stonebrooke has requested a contract amendment for scope work that was unknown at the time of the original contract and the City of Faribault agrees with the request:

30th Street NW and TH 3 Roundabout; Professional Services Contract Amendment 2 Request; Phase 1 Environmental Assessment, dated May 12, 2022.

In accordance with the Agreement, Stonebrooke shall not perform any services beyond those set forth in this Work Order unless Client expressly authorizes such additional services in advance in writing.

List Attachments, such as Plans, Drawings and Specifications, if any:

- 30th Street NW and TH 3 Roundabout; Professional Services Contract Amendment 2 Request; Phase 1 Environmental Assessment, dated May 12, 2022.

The terms of this Work Order are Agreed to and Accepted by:

“Stonebrooke”

“Client”

STONEBROOKE ENGINEERING, INC.

CITY OF FARIBAULT, MINNESOTA

Signature

Signature

Tim Arvidson, PE

Timothy C. Murray

Print Name

Print Name

CEO, Stonebrooke Engineering, Inc.

City Administrator

Title

Title

41-6005150

Federal ID Number

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

Mr. Mark DuChene, P.E.
Director of Engineering
1200 Belview Trail
Faribault, MN 55021

RE: 30th Street NW and TH 3 Roundabout
Professional Services Contract Amendment 2 Request
Phase 1 Environmental Assessment

Dear Mr. DuChene:

We respectfully request a contract amendment to cover engineering services required for the design of the TH 3 and 30th Street Roundabout project for work that is out of scope in our original project proposal.

The out-of-scope work and need for a contract amendment is detailed below.

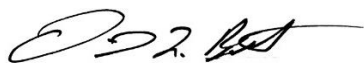
- 1. MnDOT Required Environmental Assessment:** We have learned that MnDOT will likely require the project to prepare a Phase 1 Environmental Assessment (EA) for this project. They are requiring this because MnDOT right of way is being acquired and their contaminated materials review showed a low to medium risk of contaminated soils. These services were not included in our project scope. We have obtained a proposal from Braun Intertec, Inc. (attached) to perform the Phase 1 Environmental Assessment. In addition to the Braun Intertec services, Stonebrooke Engineering will coordinate with Braun to provide project background and overall project management. This proposal does not include the costs for a Phase 2 Environmental Assessment, if required following Phase 1. The major tasks for this request work included:

- Braun Intertec Phase 1 Environmental Assessment - \$9,260
- Project Management and Coordination – \$1,800

Requested amount: \$11,060

Thank you for your consideration of this amendment request. If you have any questions regarding this information or if you need additional information, please contact me at your convenience.

Sincerely,



David L. Betts, PE
Senior Project Manager

April 14, 2022

Proposal QTB157172

David Betts, PE
Stonebrooke Engineering, Inc.
12279 Nicollet Avenue
Burnsville, MN 55337

Re: Proposal for a Modified Phase I Environmental Site Assessment
Trunk Highway 3 & 30TH Steet Northwest Roundabout
State Project: 125-010-017, 6612-102
Trunk Highway 3 & 30TH Steet Northwest
Faribault, Minnesota

Dear Mr. Betts:

Braun Intertec Corporation is pleased to submit this proposal to complete a Modified Phase I Environmental Site Assessment (ESA) for the Trunk Highway (TH) 3 & 30TH Steet Northwest Roundabout project in Faribault, Minnesota.

Our Understanding of Project

It is our understanding that the City of Faribault plans to construct a roundabout at the intersection of 30th Street NW and Trunk Highway (TH) 3 in Faribault, Minnesota. The intersection is currently a 3-legged intersection with 30th Street (concrete urban section) connecting into TH 3 from the west and TH 3 is partial urban, curb on west side; rural east side with bituminous pavement. 30th Street NW serves a significant industrial park to the west and the property to the east where the new 30th Street (4th leg of the intersection) will connect is industrial zoned property that will be developed in the future. The existing intersection is controlled by stop signs on 30th Street NW only.

The project design will include a roundabout, sanitary sewer, watermain, storm sewer, stormwater treatment, lighting, and incidental related improvements. The approximate extent of the improvements includes about 800 feet on 30th Street NW and 1,500 feet on TH 3. 1st Avenue from the new 30th Street Northwest extension to the existing 1st Avenue Northwest to the south is included in the work. This work includes about 300 feet of improvements.

The below scope of services was developed for the project.

Purpose

Based on our experience providing environmental consulting services on other projects of similar size and scope, we understand the objectives of completing environmental services for this Project are two-fold:

- Provide streamlined and cost-effective environmental assessment, data collection and environmental consulting services to improve design-related decision-making and allow for

AA/EOE

the best possible allocation of resources in the design and construction management of this Project.

- Use data generated from the environmental services to obtain appropriate liability assurance letters from the Minnesota Pollution Control Agency (MPCA), if warranted, for portions of the right-of-way or parcels to be acquired in anticipation of this Project. If necessary, the environmental data will also be used to prepare a construction-related Response Action Plan (RAP) as required to maintain liability assurance letters.

Scope of Services – Modified Phase I ESA

The objective of the Modified Phase I Environmental Site Assessment (ESA) is to serve as an environmental screening tool to identify, to the extent possible, existing sources of contamination (based on present or former uses) at locations that could impact the construction for the Project. Prior to conducting the Modified Phase I ESA, we will meet with the Project team to confirm conceptual Project layout to define the study area.

The Modified Phase I ESA will be conducted in general conformance with the scope of services used by Minnesota Department of Transportation (MnDOT) for roadway projects, including ranking identified properties within the corridor as having a high, medium, or low potential for contamination based on criteria established by MnDOT. We are anticipating 2 high ranked sites, 1 medium ranked site, and 4 low ranked sites. This Modified format is an accepted format from the Minnesota Pollution Control Agency (MPCA) for linear-type, transportation projects.

For the purposes of this Proposal, the Modified Phase I ESA study area will include an area within 500 feet from the proposed Corridor centerline. More specifically, the Modified Phase I ESA will be comprised of the following subtasks:

Corridor History Review

The Modified Phase I ESA will summarize reasonably ascertainable information pertaining to former and current land-use activities within the study area. Our summary will include a review of aerial photographs, fire insurance maps, city directories, and/or other historical documents.

Regulatory Information Review

Braun Intertec will request that a national regulatory information vendor conduct a limited file evaluation of the study areas. The databases will be searched to a distance of one-quarter mile from the study area boundaries. Braun Intertec will review this information to identify records that indicate known or potential environmental hazards within the study areas and/or surrounding areas and to evaluate the likelihood for those hazards to impact the Project. As part of this task, we will review pertinent web-based databases for potential areas of environmental concern such as the Minnesota Department of Agriculture and MPCA "What's in My Neighborhood", MPCA Groundwater Atlas (including locations of Institutional Controls), and the Minnesota Department of Health County Well Index. In addition, our scope of work includes completing a detailed review of MPCA file information for up to two identified facilities listed on the regulatory databases.

Corridor Reconnaissance and Interviews

The Modified Phase I ESA will include a reconnaissance of the study area and will include drive- and walk-by reviews and, where feasible, on-site reviews for indications including, but not limited to, the storage and/or use of hazardous materials and/or petroleum products, wells, storage tanks, and other obvious potential sources of contamination. Interviews with neighbors, tenants, and owners within the study area will be limited to specific individuals that the Project team asks us to contact.

Site Summaries

The Modified Phase I ESA will include summaries for each high or medium potential for contamination ranked parcel identified within the study area. The site summaries will provide an overview of the regulatory and historical review information for each parcel.

A Draft Modified Phase I ESA will be provided to the Project team for review and comment prior to finalization.

Fees

We will furnish the services described in this proposal for the estimated fee of **\$9,260**. Our estimated fees are further detailed on the attached table.

Our work may extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Schedule

We anticipate the draft Modified Phase I ESA report will be completed within 6 to 8 weeks from the date of your written authorization. Based on this time frame, we can initiate conversations with the Project team regarding Modified Phase I ESA results and next steps forward within approximately 1 month of receiving authorization.

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety

We include the Braun Intertec General Conditions, which provide additional terms and are part of our agreement.

To have questions answered on schedule a time to meet and discuss our approach to this project further, please contact Joe Foline at 612.360.5849 (jfoline@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Joseph M. Foline, CHMM
Senior Scientist



Mary A. Canino, PG
Senior Scientist

Attachment:
Project Proposal
General Conditions (1/1/18)

The proposal is accepted, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB157172

Trunk Highway 3 & 30TH Steet Northwest Roundabout

Client:

Stonebrooke Engineering, Inc
David Betts
12279 Nicollet Ave S.
Burnsville, MN 55337
(952) 402-9202

Work Site Address:

Trunk Highway 3 & 30TH Steet Northwest
Faribault, MN

Service Description:

Modified Phase I Environmental Site
Assessment

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Modified Phase I Environmental Site Assessment (ESA)				
Activity 1.1	Modified Phase I ESA Report				\$9,259.30
SUB	Historical and Regulatory Data and Information	1.00	Each	1,800.00	\$1,800.00
1856	Vehicle mileage, per mile	85.00	Each	0.58	\$49.30
5902	iPad/R1 Field Data GPS (sub-meter horizontal only), per day	1.00	Each	110.00	\$110.00
363	Project Control Specialist	1.00	Hour	120.00	\$120.00
360	Project Assistant	4.00	Hour	85.00	\$340.00
395	Senior Consultant I	6.00	Hour	180.00	\$1,080.00
371	CADD/Graphics Operator	8.00	Hour	120.00	\$960.00
389	Staff Consultant II	40.00	Hour	120.00	\$4,800.00
Phase 1 Total:					\$9,259.30

Proposal Total:	\$9,259.30
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General Conditions

Phase I Environmental Site Assessments and Related Services

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings will be written and you may not rely on oral statements.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.5 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. They may not reflect current market conditions. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide access to the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You agree to provide us with information in your possession or control relating to contamination at the work site.

3.3 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.4 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the

conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of law rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts*

or omissions of persons for whom you are legally responsible.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: June 14, 2022
SUBJECT: Approve LG240B Application to Conduct Excluded Bingo for the Rice County Fair

Background:

The Administration Department received an LG240B Application to Conduct Excluded Bingo from the Rice County Fair. The event will be held at the Rice County Fairgrounds, July 20-24, 2022. If approved, the application will be sent to the Minnesota Gambling Control Board for review and final approval.

Recommendation:

Approve LG240 Application

Attachments:

1. Rice County Fair - Bingo Application

LG240B Application to Conduct Excluded Bingo**No Fee**11/17
Page 1 of 2**ORGANIZATION INFORMATION**

Organization Name: Rice County Fair Previous Gambling Permit Number: [REDACTED]

Minnesota Tax ID Number, if any: [REDACTED] Federal Employer ID Number (FEIN), if any: [REDACTED]

Mailing Address: P.O.Box 393

City: Faribault State: MN Zip: 55021 County: Rice

Name of Chief Executive Officer (CEO): John Dvorak

CEO Daytime Phone: 507 332-2470 CEO Email: jdvorak.ricecountyfair@gmail.com
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of at least one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- ☒ **Current calendar year Certificate of Good Standing**
Don't have a copy? This certificate must be obtained each year from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- ☐ **Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**
Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.
- ☐ **Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

EXCLUDED BINGO ACTIVITYHas your organization held a bingo event in the current calendar year? ☐ Yes ☒ No

If yes, list the dates when bingo was conducted: _____

The proposed bingo event will be:

- ☐ one of four or fewer bingo events held this year. Dates: _____
- OR-**
- ☒ conducted on up to 12 consecutive days in connection with a:
- ☒ county fair Dates: July 20th - July 24th
- ☐ civic celebration Dates: _____
- ☐ Minnesota State Fair Dates: _____

Person in charge of bingo event: John Dvorak Daytime Phone: 952 594-4599Name of premises where bingo will be conducted: Covered binge patioPremises street address: 1814 2nd Ave NWCity: Faribault If township, township name: _____ County: Rice

LG240B Application to Conduct Excluded Bingo

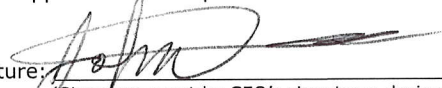
11/17
Page 2 of 2

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction. Print City Name: _____ Signature of City Personnel: _____ _____ Title: _____ Date: _____ The city or county must sign before submitting application to the Gambling Control Board.	COUNTY APPROVAL for a gambling premises located in a township On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction. Print County Name: _____ Signature of County Personnel: _____ _____ Title: _____ Date: _____ TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.) Print Township Name: _____ Signature of Township Officer: _____ _____ Title: _____ Date: _____
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CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge.

Chief Executive Officer's Signature:  Date: 6-7-22

(Signature must be CEO's signature; designee may not sign)

Print Name: John Dvorak

MAIL OR FAX APPLICATION & ATTACHMENTS

Mail or fax application and a copy of your proof of nonprofit status to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.

Questions?

Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **LIST OF LICENSEES** tab, or call 651-539-1900.

This form will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board

will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board

members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

An equal opportunity employer



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: June 14, 2022
SUBJECT: Approve Hangar Rental Agreement

Background:

The City has received a renewal for one Hangar Rental Agreement from Brad Caldwell. The lease term will expire on December 31, 2023.

Recommendation:

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

Attachments:

1. Hangar Rental Agreement - Caldwell

HANGAR RENTAL AGREEMENT

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

This hangar rental agreement is made on: May 1, 2022

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

SECTION 1 – OCCUPANT

- 1.1 Occupant Name: Brad Caldwell
Occupant Address: 20879 325th Ave
Henderson, MN 56044

Phone: 507-384-8356
E-Mail (Optional) coppercaldwell@gmail.com
Aircraft Registration No.: 606 LB

Referred to as the "Occupant" in this document.

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

SECTION 2 – HANGAR

- 2.1 Hangar. This agreement is for Hangar # 443, in Building #4 as identified on the map maintained by the City of Faribault Public Works Department.

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

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

- 2.3 Hangar Door to be Closed. The occupant is responsible for ensuring the hangar door is closed at all times, except when entering or exiting the hangar. The occupant is responsible for, and holds the City harmless from, any damage or destruction to the door or to the hangar attributable to or caused wholly or partly by the occupant's failure to comply with this provision.
- 2.4 Condition of the Hangar. The occupant accepts the hangar in the condition existing on the date of this agreement. The City has no obligation to make any alteration, addition or improvement to the hangar.
- 2.5 Maintenance of the Hangar. The occupant, at occupant's own expense, must maintain the hangar in a safe, non-hazardous, neat, clean, and sanitary condition. No explosive, flammable or hazardous materials shall be stored in the leased hangar, provided, however, that materials incidental to the use and maintenance of the aircraft stored in the hangar may be kept in the hangar in such amounts as are reasonable for the above described purposes. Storage and use of such materials shall, at all times, comply with all federal, state and local laws, ordinances and regulations. Improper handling or disposal of hazardous materials shall be grounds for termination of this agreement.

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

The occupant is to report any maintenance concerns to the Airport Manager/FBO. If the manager is not available, occupant is to contact: Public Works Department, City of Faribault, 208 NW 1st Ave, Faribault, MN 55021, (507) 333-0361, or to another address or telephone number as may be assigned to the responsible department of the City.

- 2.6 Fixtures; Improvements. The occupant cannot attach or install any fixture in the hangar, nor can the occupant repair, reconstruct, enlarge, add to or alter the hangar or any part of the hangar, without prior written consent of the City. Any fixtures or improvements added will be at the occupant's sole expense.

- 2.7 Ownership. The hangar, and all structural repairs, improvements, alterations, or additions made by the occupant, and any fixtures permanently attached to the hangar during the term of this agreement, become and remain the property of the City.

SECTION 3 – PAYMENTS, OTHER OCCUPANT RESPONSIBILITIES

- 3.1 Term. The term of this agreement shall be one year. This agreement takes effect on the date hereof, and expires on December 31, 2023. This agreement will automatically renew on a month by month basis, beginning on the first day of month following the expiration date of this agreement, or on other date as described in this agreement. The agreement automatically renews for an unlimited number of additional one-month terms until the agreement is terminated for any of the reasons described in the termination section of this agreement. An additional monthly fee (as provided for in the City's adopted fee schedule) will be assessed after the expiration of this agreement, and until a new agreement is signed.
- 3.2 Payments. The occupant must pay the amount identified in the City's fee schedule to the City on or before the first day of each month. The City Council reviews, revises and adopts the fee schedule annually. So long as payments are received in a timely manner, this agreement will remain in effect. Payments are to be made at the time and place indicated on the monthly billing. Correspondence can be sent to: Public Works Department, City of Faribault, 208 NW 1st Ave, Faribault, MN 55021, and (507) 333-0361. Occupants are responsible for informing the City of any changes in billing address.
- 3.3 Utilities. No utilities may be connected to a hangar, other than electricity provided by the City, unless prior written consent is received from the City. In the case of additional permitted utilities, the occupant is responsible for promptly paying all charges for using utilities. Utilities include, but are not limited to: water, gas, electricity, telephone, rubbish removal, or any other utility used or consumed in connection with or in the hangar during the term of this agreement. The occupant must be able to, within a reasonable time after a request by the City, provide proof of utility payments to the City.
- 3.4 Taxes. Should a determination be made that the interest of the occupant in this agreement is taxable in any way, and should any tax be levied, the occupant is responsible for promptly paying the tax when due. The occupant must be able to, within a reasonable time after a request by the City, provide proof of tax payments to the City.
- 3.5 Mortgages; Assignment. The occupant cannot mortgage, encumber, assign as security, transfer, assign, or sublet their interest in this agreement, in whole or in part, without receiving prior written consent from the City. Violations of this provision will terminate this agreement.

SECTION 4 – CITY OF FARIBAULT RIGHTS, RESPONSIBILITIES

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

SECTION 5 – TERMINATION PROVISIONS

- 5.1 Termination. Either party to this agreement may, at any time and for any reason, terminate this agreement upon thirty days advance written notice to the other party. Billing for final payment will include the last full month (including periods of more than fifteen days).
- 5.2 Default. In the event the occupant defaults in the performance of any provisions of this agreement and the default continues for a period of twenty days after service of written notice of the default by the City on the occupant, the City may repossess the hangar or any portion of it with or without terminating this agreement. Any such action by the City is done without prejudice to any other remedy for any payments due the City or other breach of agreement provision. In the case of default by the occupant, the City may, at it's option, terminate this agreement by giving written notice of the termination. The rights and remedies given to the City are deemed to be cumulative, and the exercise of one cannot be deemed to be an election by the City to exclude the exercise of any other right or remedy at a different time.
- 5.3 Destruction. In the event the hangar is destroyed by any cause, whether natural or man-made, or is rendered unusable for any reason (as determined by the City), this agreement immediately and without further action terminates. In such an event, the occupant is to

surrender possession of the hangar to the City. The City is to refund any amounts paid by the occupant as consideration, for the month in which such destruction occurs. The refund is to be equal to the proportion of the number of days in the month following the destruction to the number of days in the month.

- 5.4 Notice of Vacation. Prior to vacating the hangar for any reason, the occupant is to deliver to the City a notice of their intent to vacate the hangar. The occupant understands and agrees that up to five days before vacating the hangar and up to three days after vacating the hangar, the City may conduct vacation inspections to determine whether the occupant has complied with the provisions of this agreement. The occupant may be a party to the vacation inspection; however, the City is not required to make unreasonable accommodations in order to allow the occupant to be present at vacation inspections.
- 5.5 Removal of Items. The occupant cannot, under any circumstances, remove any property belonging to the City, including fixtures attached to and made part of the hangar, from the hangar.
- 5.6 Surrender of Possession. The occupant must peaceably vacate and quietly yield and surrender the hangar upon termination of this agreement. The occupant must surrender the hangar to the City in as good condition and repair as existed the date the occupant began using the hangar, with reasonable wear and tear excepted. Keys issued, as well as any copies that may have been made, must be given to the City upon termination.

SECTION 6 – OTHER PROVISIONS

6.1 Liability provisions; Indemnification; Insurance:

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

The occupant shall obtain and keep current a liability insurance policy in at least the sum of \$1,500,000 (aggregate, \$500,000 each person) coverage. The occupant shall during the term of this agreement adequately insure against any loss or damage to the hangar

premise in the amount required by the City in its sole discretion. The occupant's policy shall include the City as an additional insured, shall be in a form acceptable to the City and shall provide insurance with respect to occupant's full indemnification and defense responsibilities contained in this agreement. All required insurance policies shall insure on an occurrence and not a claims-made basis, shall be issued by insurance companies which are reasonably acceptable to the City, and shall not be cancelable, reduced or materially changed unless thirty (30) days prior written notice shall have been given to the City. The occupant shall provide the City with a current certificate of liability insurance consistent with these requirements.

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

- 6.2 Transferring, subletting, selling: The occupant shall not assign, transfer, sublet or sell any interest in this agreement or in the improvements located on the property. Upon termination of this agreement by either party under the provisions of this agreement, the hangar will be made available for rent to interested parties on the waiting list maintained by the Airport Manager. No exceptions to this provision shall be permitted without prior written consent of the City. Failure to obtain prior written consent before assigning, subletting, or selling any interest in this agreement or in the improvements located on this property shall be sufficient grounds for terminating this agreement without obligation of the City to the occupant.
- 6.3 Use of Airport Facilities. The occupant has the privilege of using the public portions of the airport. Use of the airport is under the rules and conditions as now exist or may be enacted in the future by the City, the State of Minnesota, or the United State government. The occupant is subject to customary charges for such use as may be established from time to time by the City.
- 6.4 Compliance with Laws. The occupant agrees to abide by and conform to all laws, rules, and regulations, including future amendments, controlling or affecting the use or occupancy of the hangar.
- 6.5 Discrimination. The occupant, in the use of the Faribault Municipal Airport or any facilities, including the hangar, at the Airport, shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color or national origin or in any manner prohibited by Part 21 of the Regulations of the Office of the United States Secretary of Transportation. The occupant further agrees to comply with any requirement made to enforce such regulation which may demanded of the City by the United States government under authority of said Part 21.
- 6.6 Civil Rights: Occupant agrees that it will comply with applicable laws, statutes and rules that are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates occupant

or its transferee for the period during which federal assistance is extended to the airport, except where federal assistance is to provide, or is in form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (1) the period during which the property is used by the sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (2) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

6.7 General Provisions:

a. Airport Access

Occupant has the privilege of using the public portions of the airport, such as runways and other public facilities, under such terms, ordinances, rules and regulations as now exist or may be enacted by City, and subject to charges for such use as may be established by City, by ordinance or agreement with occupant.

b. Waiver

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

c. Headings

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

d. Entire Agreement; Amendments

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

e. Severability

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

f. Choice of Law and Venue

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

g. Public Data

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

h. Commitments to Federal and State Agencies

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

i. Successors

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

j. Relationship of Parties

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

k. Multiple Parties

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

l. Consent and Approvals

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

such phrase means the consent or approval from the appropriate employee or agent of City.

m. Notice

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

If to the City: City of Faribault
Department of Public Works
208 NW 1st Avenue
Faribault, MN 55021

If to the occupant: Brad Caldwell
20879 325th Avenue
Henderson, MN 56044

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

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

The City and the occupant have executed this agreement on the date indicated:

The term of this agreement begins on the date indicated: May 1, 2022

CITY OF FARIBAULT:

Dated: _____

By: _____
Kevin F. Voracek, Mayor

Attest: _____
Timothy C. Murray, City Administrator

OCCUPANT:

Dated: 5.17.22

By: 
Brad Caldwell



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: June 14, 2022
SUBJECT: Approve Professional Services Proposal for 1st Street SE Improvements

Background:

As part of the purchase and development agreement discussions with the Developers of 55 Willow Street and 217 Mill Street, the City has agreed to be responsible for the costs of the improvements related to the construction of public infrastructure to serve the redevelopment areas, including but not limited to the extension of 1st Street SE and related sanitary sewer, watermain and storm sewer utilities. The City has solicited a proposal from Widseth a professional engineering company for design services for the street and related utility extensions as Widseth is also the firm completing the site engineering for both of the redevelopment projects. City Staff have reviewed the proposal from Widseth and find it to be reasonable and the best value as it will save time and money to have one engineering firm complete all related design for the project overall.

Recommendation:

Approve Professionals Services Proposal for 1st Street SE Improvements with Widseth

Attachments:

1. Widseth Proposal - 1st Street SE

June 2, 2022

Mr. Mark Duchene, PE, Director of Engineering
City of Faribault
1200 Belview Trail
Faribault, MN 55021
P: 507-333-0360
E: mduchene@ci.faribault.mn.us

Rochester
3777 40th Avenue NW
Suite 200
Rochester MN 55901
507.292.8743
Rochester@Widseth.com
Widseth.com

CONFIRMATION OF REQUEST FOR ENGINEERING SERVICES

CLIENT: City of Faribault **LOCATION:** First Street SE – East of Willow Street

SERVICE REQUESTED BY: City of Faribault **DATE:** June 2, 2022

PROJECT: Construction of First Street SE, East of Willow Street

DESCRIPTION OF WORK INVOLVED: Provide professional engineering services for the preparation of plans and specifications (lift station technical specifications only), utility coordination, assistance during bidding, shop drawing review and limited construction administration services. City of Faribault staff will prepare the project manual with the exception of the lift station specifications and will advertise, bid and provide a recommendation for contract award to the successful contractor.

The project consists of the construction of approximately 650 ft of First Street SE, east of Willow Street. Utility design will include water main along the First Street SE corridor, approximately 100 ft of sanitary sewer, sanitary sewer and water main services, lift station and storm sewer within First Street SE. Storm sewer design will also include a trunk main line through the project area from the storm sewer from Division Street. A regional stormwater pond is planned to be construction on the south end of First Street SE, however, the design of the stormwater pond is not included in this scope of work. Topographic and Boundary survey was completed by ISG.

TIME SCHEDULE FOR WORK: Design work to begin immediately. Work to be completed to allow construction to be completed during the 2022 and 2023 construction seasons.

ESTIMATED ENGINEERING COSTS:

Project Plans, Utility Coordination Bidding Assistance and	
Limited Contract Administration – Hourly Estimated	\$31,240
<u>Lift Station Design and Specifications – Hourly Estimated</u>	<u>\$17,400</u>
Estimated Cost of Above Described Work	\$48,640

BILLING METHOD:

(X) Hourly Estimated

BILLING SCHEDULE:

(X) Monthly

REMARKS: Above engineering costs are based on a total project cost of approximately \$650,000. Hourly rates are shown in the attached fee schedule. See attached general provisions.



WIDSETH SMITH NOLTING agrees to perform the described work as set forth above. The **CLIENT** agrees to make payment for work performed within thirty (30) days after receipt of billing.

SUBMITTED:

WIDSETH SMITH NOLTING

BY: _____

Craig Britton, P.E.

APPROVED:

CITY OF FARIBAULT

BY: _____

DATE: _____

2022 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer	
Level I	\$125 / Hour
Level II	\$148 / Hour
Level III	\$172 / Hour
Level IV	\$180 / Hour
Level V	\$195 / Hour
Technician	
Level I	\$ 82 / Hour
Level II	\$105 / Hour
Level III	\$122 / Hour
Level IV	\$137 / Hour
Level V	\$153 / Hour
Computer Systems Specialist	\$175 / Hour
Senior Funding Specialist	\$130 / Hour
Marketing Specialist	\$120 / Hour
Funding Specialist	\$100 / Hour
Administrative Assistant	\$ 75 / Hour

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	\$100 / Day
ATV Side by Side Rental	\$200 / Day
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$80 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Lath & Hubs	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$75 / Day
Subcontractors	Cost plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.

WIDSETH

ARCHITECTS ■ ENGINEERS
SCIENTISTS ■ SURVEYORS

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto, are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WIDSETH shall not be required to sign any documents, no matter by whom requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ARTICLE 16. CONTINGENCY FUND

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed \$10,000 or WIDSETH's total fee received for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE

PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: June 14, 2022
SUBJECT: Approve Updated Non-Profit/Civic Organization Funding Policy

Background:

The current Non-Profit/Civic Organization Funding Policy references the Council Finance Committee throughout the document. Council Committees have since changed to Council Work Sessions and the Council Finance Committee has been eliminated. The attached document has been updated to reflect the change from the Finance Committee to City Council.

Recommendation:

Approve Non-Profit/Civic Organization Funding Policy

Attachments:

1. Funding for Non-Profit Organizations - Revisions 2022

City of Faribault

Policy and Procedures for Non-Profit/Civic Organization Funding

1. **PURPOSE:**

To establish a policy and procedure that ensures an accountable and consistent process for submitting, reviewing, and approving nonprofit/civic organization (NPCO) funding requests. The City of Faribault (CITY) has no statutory or other legal requirements to fund NPCOs. However, the City Council may consider providing funding to NPCOs that provide facilities, services, and/or community events the City does not provide, or if the NPCO agency can deliver the service at a reduced cost or in a more expedient or efficient manner or to better the community. Approved requests will be funded for one year only. All NPCOs must apply annually for consideration. This policy is subject to the availability and allocation of funds by the City Council as part of the annual budget process.

2. **BACKGROUND**

It has been the practice of the CITY to allocate limited grant funding from the City's General Fund (101) to support a variety of highly successful and well-attended community-based programs and activities conducted by civic/charitable/non-profit organizations.

Consideration and priority will be given to NPCOs falling in one of the following categories:

Arts & Culture

Community Well Being

Natural Resources/Environmental

Recreation

It is important to limit the use of the general fund, as it is the primary source of revenue for primary City operations, including public safety. A maximum overall amount of 0.50% of the actual general fund budget revenue (from the prior budget year) will be considered available to provide funding support for grant requests and other similar budget allocations for organizational support, other than that provided to Faribault Community Television (FCTV). For FCTV, the City will provide 22.5% of the franchise fees received from the cable television companies operating within the city. The City may also provide in-kind support as deemed appropriate.

In order to ensure that a uniform process is followed in the appropriation of City general funds or in-kind City support requests that are annually submitted to the City, the following guidelines will be followed.

3. **ELIGIBILITY:**

- A. Only one application will be allowed per NPCO per fiscal year.
- B. NPCO must provide a mission statement along with goals and objectives, as well as an organizational chart.
- C. NPCO must provide financial and budget documents.

- D. Startup NPCO's will be considered for funding, but must submit a budget and a plan of operation.

The NPCO Funding Policy has been established by the City Council to provide guidelines to non-profit organizations that are seeking financial assistance or in-kind assistance with the following:

- A. Grant sponsorship funding for established community events or festivals.
- B. Funding towards event partnerships between the City and/or organizations.
- C. Funding to maintain and/or operate private structures, other governmental or property that are used to the benefit of the community as a whole.
- D. Requests for in-kind support through the use of City equipment, structures, assets, public space, services and staffing.
- E. One time start-up funding for a new community program, service, event or festival (support will be limited to funding/in-kind support not to exceed \$5,000).

4. PROCEDURES

A. Application Process

1. A public notice announcing the request for applications will be made on the CITY's website (www.ci.faribault.mn.us) and in the local newspaper by the last week in June of each year to coincide with the annual budget process for the upcoming fiscal year.
2. The application form will be available digitally on the City's website, and physically in the City Administrator's office.
3. Applications are due back to the City Administrator's Office by the last working day in July. The address is 208 1st Avenue NW, Faribault, MN 55021.
4. Applications received after the deadline will not be considered for inclusion in the annual budget for funding as part of the budget process.
5. Applications that are incomplete will be deemed ineligible for funding and will be returned to the organization with an explanation of rejection.
6. Annual budget, board roster and a non-discrimination statement must be submitted with application.
7. Annual audit or financial review, in a form and substance acceptable to the City for prior year must be submitted with application.
8. All other funding sources for prior year must be included with application.
9. Submission of a complete application is no assurance of funding.

B. Application Information

1. Application must state community need for organization's services and NPCO must provide a service that meets the description in the policy statement above.
2. Application must state outcome based goals and outline a plan to meet stated goals.
3. NPCO must demonstrate diversity of funding sources.
4. NPCO must demonstrate financial stability.

C. Review Process

1. Eligible application will be reviewed by the ~~Finance Committee~~ City Council.
2. Completed applications will be provided to the ~~Finance Committee~~ City Council as part of the annual budget process.
3. The NPCO's that are selected for funding consideration must make presentations to the ~~Finance Committee~~ City Council if requested at a work session.
4. The ~~Finance Committee~~ City Council will be responsible for recommending the funding amount for each NPCO chosen to receive funding.
5. The City Council will ~~review the Finance Committee recommendation and~~ determine which NPCOs will receive funding.
6. Letters will be sent to the NPCO applicants notifying them of the outcome of their requests no later than September 30th.
7. NPCOs that are awarded funding will be sent a memorandum of understanding, which must be completed and returned in a timely manner.

D. Accountability

1. A financial report in form and substance satisfactory to the City must be submitted by the NPCOs at the end of the funding period, December 31st.
2. An annual program performance report, which will include the use of the City's funds and the accomplishments of the program, must be submitted by the NPCO at the end of the funding period, December 31st.
3. Failure to comply with any of the above requirements will result in suspension of current funding and /or elimination of consideration for future funding.

THIS POLICY SPECIFICALLY REPEALS AND REPLACES ALL PRIOR CITY POLICIES OR PROCEDURES RELATIVE TO NON-PROFIT/CIVIC ORGANIZATION FUNDING POLICY.

Approved:

Kevin Voracek, Mayor

Tim Murray, City Administrator

Date: June 14, 2022



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: June 14, 2022
SUBJECT: Resolution 2022-125 Approve Massage Therapist License

Background:

City Staff received an application for a Massage Therapist License from Thania Ortiz. The required background investigation has been successfully completed by the Faribault Police Department.

Recommendation:

Approve Resolution 2022-125

Attachments:

1. Resolution 2022-125 Approve Massage Therapist License

CITY OF FARIBAULT

RESOLUTION #2022-125

APPROVE MASSAGE THERAPIST LICENSE

WHEREAS, Thania Ortiz has presented an application to the City of Faribault for a Massage Therapist License; and

WHEREAS, the above named has paid the proper fees and provided the required documentation; and

WHEREAS, the Police Department has completed the required background investigation;

NOW, THEREFORE BE IT RESOLVED, that the above-named applicant be granted a Massage Therapist license with the City of Faribault for the term of June 15, 2022 to January 31, 2023.

Date Adopted: June 14, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: June 14, 2022
SUBJECT: Approve Use of City View Park for the American Radio Relay League Field Day

Background:

Dan Kucera, on behalf of the River Bend Wireless and Mechanical Society, has requested use of City View Park to host the 2022 American Radio Relay League (ARRL) Field Day from 11:00 AM to 9:00 PM on Saturday, June 25, 2022. The ARRL Field Day is for amateur ham radio users. He has also requested any park rental fees be waived.

Recommendation:

Staff recommends approving the use of City View Park for the American Radio Relay League Field Day with all park rental fees waived.

Attachments:

1. ARRL Field Day Request

Denise Hansen

From: Paul Peanasky
Sent: Monday, June 6, 2022 9:31 AM
To: Denise Hansen
Subject: FW: Riverbend Wireless and Mechanical Society - Field Day Event June 25

Here is request

From: Dan Kucera <whiskeyoscarzerozulu@gmail.com>
Sent: Saturday, June 4, 2022 8:09 AM
To: Paul Peanasky <ppeanasky@ci.faribault.mn.us>
Subject: Riverbend Wireless and Mechanical Society - Field Day Event June 25

Hello Paul, we would like to reserve Cityview Park again for our annual field day event. Date is June 25th. We would be using the park from 11:00 am to 9:00 pm We will have insurance with the beneficiary being the City of Faribault for June 25th. I will provide the insurance information via email.

Thanks, Dan Kucera - Club President



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: June 14, 2022
SUBJECT: Resolution 2022-126 Accept Hannah Lips Foundation Grant and Revise Budget

Background:

Faribault Parks and Recreation Department was recently awarded a Hannah Lips Foundation Grant in the amount of \$5,400.00. This grant was requested to assist with purchasing AEDs and supplies for teaching CPR classes.

This is a request to accept the grant in the amount of \$5,400.00 from the Hannah Lips Foundation and revise the 2022 Community Center general supplies budget accordingly (101.45122.450.42110).

Recommendation:

Approve Resolution 2022-126 Accept the Hannah Lips Foundation Grant in the amount of \$5,400.00 and revise the 2022 budget.

Attachments:

1. Resolution 2022-126 Accept Hannah Lips Foundation Grant and Revise Budget
2. Grant Summary Form
3. Revised Budget Form

CITY OF FARIBAULT

RESOLUTION #2022-126

ACCEPT HANNAH LIPS FOUNDATION GRANT AND REVISE BUDGET

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

WHEREAS, the Hannah Lips Foundation Grant has allocated funding to the Faribault Parks and Recreation Department to purchase AEDS and supplies for CPR classes; and

WHEREAS, the Faribault Parks and Recreation Department is eligible to receive \$5,400.00 in funding and revise the 2022 budget accordingly; and

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes the Faribault Parks and Recreation Department to accept the Hannah Lips Foundation Grant in the amount of \$5,400.00 and revise the 2022 budget accordingly.

Date Adopted: June 14, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



GRANT SUMMARY FORM

Pre-Application ☐ Application ☐ Award Acceptance ☐ Amendment ☐

Department: Parks and Recreation

Contact Person: Paul J Peanasky

Grant Name: Hannah Lips Foundation

Grantor: Hannah Lips

Total Project Cost: \$ 5,402.20

Total Award Amount: \$ 5,400.00

Total Cash Match: \$ 2.20

Total In-Kind Match: _____

Application Date: 02/15/22

Grant Period From _____ To _____

Funding Type (Federal, State, Other):

Local

CFDA Number: _____

Electronic or Hardcopy Submission: _____

Project Description

Hannah Lips provides funding for health and life safety equipment. This request was for 2 AED's and (CPR) Anne supplies.

How is the Match Amount Determined::

amount not covered

Fixed Amount: \$ 2.20 or % of project cost 0.00% or Other ☐

Explanation of Other:

For this City fiscal year, how much of the required local cash match amount is:

Already In Department Budget: \$ 2.20 Not Budgeted: _____

Proposed Source of Match: Community Center General supplies

Director Approval

Administrator Approval

CITY OF FARIBAULT
FUND TITLE:
FUND NUMBER:

REVISED BUDGET

DEPARTMENT:

YEAR: 2022

[illegible]

Additional Remarks:

Not sure what revenue account this went into but expending funds from Community Center General supplies

Note: This form MUST BALANCE.

An increase in expenditures in any line item(s) must be offset by either a corresponding decrease in expenditures in another line item(s) or an increase in revenue.

Change Requested By:

Department Head

Change Approved By:

City Administrator

Date Approved:



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: June 14, 2022
SUBJECT: Resolution 2022-129 Authorize the Execution of an Agreement between the City of Faribault and the Center for Energy and the Environment Related to Home Energy Squad Visits

Background:

The City Council allocated the Environmental Commission a \$2,000.00 budget to promote environmental efforts in Faribault in 2022. The Environmental Commission wishes to allocate up to \$650.00 of its budget to assist Faribault residents with Home Energy Squad (HES) visits in 2022.

HES visits help save residents money on energy costs. In turn, residents can then recirculate their savings in the community. The visits also help the community address air quality and other environmental issues affecting the community.

A basic Home Energy Squad "Saver" visit is \$70.00 (or free for income-qualified residents). A more detailed Home Energy Squad "Planner" visit is \$100.00. Other Minnesota cities help defray the cost of HES visits to help residents and the community reach their energy conservation goals. The Environmental Commission proposes contributing \$20.00 to the cost of each "Saver" visit and \$25.00 to the cost of each "Planner" visit, up to a total of \$650.00 in 2022. The Home Energy Squads will administer the program and bill the City quarterly for qualified visits. After the visits reach the \$650 limit, the City will not contribute additional funds unless authorized by the City. This action is before the Council because HES requires a signed agreement to administer the program (see the attached resolution).

Recommendation:

Approve Resolution 2022-129.

Attachments:

1. Resolution 2022-129 Authorize an Agreement between the City of Faribault and the Center for Energy and the Environment

CITY OF FARIBAULT

RESOLUTION #2022-129

AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF FARIBAULT AND THE CENTER FOR ENERGY AND THE ENVIRONMENT RELATED TO HOME ENERGY SQUAD VISITS

WHEREAS, the City of Faribault and cities across Minnesota promote Home Energy Squad (HES) visits; and

WHEREAS, many Minnesota cities help cover some or all of the HES visits to help residents save on their energy costs and address other environmental issues in the community; and

WHEREAS, the City Council allocated a \$2,000.00 budget to the Environmental Commission to promote environmental initiatives in the community in 2022; and

WHEREAS, the Environmental Commission allocated \$650 of its budget to defray the cost of HES visits in Faribault; and

WHEREAS, HES requires an Agreement with the City to administer the HES visits at a discounted rate.

NOW, THEREFORE BE IT RESOLVED, that the City Council authorizes the City Administrator to execute the Agreement in Exhibit A of this Resolution.

ALSO, BE IT RESOLVED, the City Council authorizes the City Administrator to modify the Agreement as necessary or desired.

Date Adopted: June 14, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A

AGREEMENT to Perform Home Energy Squad Visits In the City of Faribault

This Agreement is made by and between the City of Faribault (“CITY”) with offices at 208 NW 1st Avenue, Faribault, MN 55021 and the Center for Energy and Environment (“CEE”), with offices at 212 3rd Avenue North, Suite 560, Minneapolis, Minnesota 55401.

The following agreement is for the Center for Energy and Environment (CEE) to deliver Home Energy Squad visits to residents of the City of Faribault.

PROGRAM SCOPE

The purpose of the Home Energy Squad visits are to promote energy conservation in residential properties. Energy Saver visits offer energy efficient installs, and Energy Planner visits offer installs, diagnostic tests, and follow-up services. CEE will perform Home Energy Squad Energy Saver and Energy Planner visits for residents per the fee schedule listed below.

Type of Home Energy Squad Visit	City payment	Resident co-pay
Energy Saver visit	\$20	\$50
Energy Planner visit	\$25	\$75
Energy Saver visit to low income (60-80% AMI) resident	\$0	\$0

CEE will collect waiver form from resident at visit verifying that they meet the income guidelines (60-80% AMI) listed below (income limits subject to annual adjustments).

Household size	Income limits	Household size	Income limits
1	\$55,950	5	\$86,300
2	\$63,950	6	\$92,700
3	\$71,950	7	\$99,100
4	\$79,900	8	\$105,500

ELIGIBLE PROPERTIES

Properties must be residential (from 1-4 units) and located within the geographical boundaries of the City of Faribault. Individual owners of condominiums or town homes are eligible for funding.

CEE TASKS

1. ***Conduct Home Energy Squad Energy Saver Visits.*** CEE will conduct Home Energy Squad Energy Saver visits to help homeowners identify and implement energy

savings opportunities in their homes. The visit will include an insulation inspection, safety check on heating system and water, and the direct install of energy-saving materials where possible, including high-efficiency showerheads, faucet aerators, door weather stripping, programmable thermostats and LED light bulbs.

2. ***Conduct Home Energy Squad Energy Planner Visits.*** CEE will conduct Home Energy Squad Energy Planner visits to help homeowners identify and implement energy savings opportunities in their homes. The Energy Planner visit will include the direct install of energy-saving materials where possible, including high-efficiency showerheads, faucet aerators, door weather stripping, programmable thermostats and LED light bulbs. In addition, it will include a blower door test to check for air leaks, visual inspection of insulation levels with use of infrared camera as weather permits, heating system and hot water heater combustion safety tests and a report to the homeowner on recommended energy upgrades (if resident is a renter, permission from the landlord may be required for doing these additional diagnostic services).

The co-pay and exact package of services are subject to change based on programmatic considerations, including CEE's agreement with utilities and other factors which are outside the bounds of this agreement. CEE will notify the City of Faribault prior to any changes taking effect. CEE will lead a community-based marketing campaign to promote the program. The City of Faribault shall provide assistance in developing and implementing this campaign.

3. ***Providing Air Sealing and Insulation quotes.*** If air sealing and/or insulation are recommended at a Home Energy Squad Energy Planner visit, CEE may provide a quote to the resident that would be honored by participating insulation contractors. CEE is an independent third party to any transaction between the resident and the insulation contractor. CEE does not receive any compensation from insulation contractors, nor does CEE, CenterPoint Energy or Xcel Energy accept any liability for any work performed by these contractors. Any agreement for work done by the contractors is solely between the contractor and the resident.
4. ***Follow-up services and insulation contractor assistance.*** If major upgrades (air sealing, insulation and furnace or boiler replacement) are recommended at the visit, CEE will follow-up with homeowners through email or by phone to encourage implementation. When a quote is provided CEE has the ability to schedule insulation work directly with a qualified contractor making it easier for homeowner to move forward with recommendations. CEE will also provide contact information to program participants who have follow-up questions after the home visit.

CITY TASKS

1. ***Assist and coordinate with CEE on marketing activities.*** This includes working with CEE on press releases, articles in CITY newsletters, water bill inserts, promoting program on CITY website, CITY email lists, assistance in coordinating with neighborhood and other CITY leaders, assistance in reserving workshop and event

space as needed.

PAYMENT

CEE shall submit regular invoices to the City of Faribault for activity performed under this agreement. Invoices will be emailed to David Wanberg, City Planner.

The City of Faribault will reimburse CEE per the fee schedule in this Agreement, not to exceed \$650 per year or per contract without further authorization from the City.

CONTACTS

The following individuals shall be contacts for this program:

CITY OF FARIBAULT CONTACT PERSON

David Wanberg, City of Faribault
City Planner
dwanberg@ci.faribault.mn.us or 507-33-0350

CEE CONTACT PERSON

Stacy Boots Camp, Center for Energy and Environment
Assistant Outreach Manager
sbootscamp@mncee.org or 612-244-2429

TERM

The project shall run from June 14, 2022 through December 31, 2022 and may be extended upon mutual agreement by the parties.

In witness thereof, the parties have executed this work order as of the date written below.

CITY OF FARIBAULT

CENTER FOR ENERGY AND
ENVIRONMENT

By: _____

Timothy C. Murray, City Administrator

By: _____

Date: _____

Date: _____

TAX ID 41-1647799



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: June 14, 2022
SUBJECT: Approve Quote to Purchase Toro Workman HDX

Background:

We recently requested a quote to purchase a Toro Workman HDX utility vehicle. The quote we received is a state bid from MTI Distribution for \$33,118.97 less \$2,500.00 with trade-in of a Toro utility vehicle. Final cost is \$30,618.97. Funding for the Toro Workman is from the Capital Equipment Replacement Fund (431). There was \$26,000 budgeted for this item.

Recommendation:

Approve a quote from MTI Distributing to purchase a Toro Workman HDX utility vehicle at a cost of \$30,618.97 with trade-in.

Attachments:

1. Toro Workman HDX Quote



MTI Distributing
Equipment Quote
May 31, 2022



City of Faribault
Keith Walker
507-330-4185

Quote Expiration Date: 6/30/2022

Qty	Model Number	Description	Quote Price Each	Quote Price Extended
1	7385	Workman HDX - D 2WD	\$28,626.78	\$28,626.78
1	110-2626	Remote Hydraulic Manifold Kit	\$1,134.29	\$1,134.29
1	RATCGL650HD-C	Rahn HD & Springline Scarifier	\$3,357.90	\$3,357.90
1	xx-ue	Less trade in Toro Vehicle 07213-220000241	-\$2,500.00	(\$2,500.00)
MN State Contract 206789			Subtotal	\$30,618.97
			7.375% Sales Tax	exempt
			Total	\$30,618.97

Quote validity: As a result of supply chain disruptions effecting availability and pricing, the pricing above cannot be guaranteed. Should you commit to a non-binding purchase commitment, a firm quote including finance rates will be provided when product becomes available.

Quote is valid for 30 days; pending product availability
Net 30 Terms with qualified credit
New Toro commercial equipment comes with a two-year manufacturer warranty
Equipment delivery and set-up at no additional charge
All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Andy Keyes
Commercial Sales Rep
612-456-0709

Mandi Prinsen
Inside Sales Representative
763-592-5641

MTI Distributing, Inc. • 4830 Azelia Ave • Brooklyn Center, MN 55429

I commit to the purchase as detailed on quote above. I reserve the right to opt out of intended purchase at any time prior to scheduled delivery. I understand that the quoted pricing above is not guaranteed and that I will be provided a new proposal when product becomes available.

Name:

Signature:

Date:



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: June 14, 2022
SUBJECT: Resolution 2022-130 Acknowledging the Noncompetitive Nature of Water Meter Radio Equipment

Background:

There are approximately 6,400 Sensus brand water meters and radios in the City that were installed in 2009. The radios that transmit water meter reading data to City Hall to be used for billing are reaching the end of their useful life and need to be replaced.

The approved 2022 Budget and CIP have allocated \$462,000.00 for the purchase of approximately one-third (1/3) of the replacement radios. Typically, a purchase of this size would follow competitive bidding requirements as outlined under Minnesota Statue 471.345 subd. 3. In this instance, the replacement radios must be provided by the same manufacturer as the water meter (Sensus) to be compatible with the rest of the system. Thus, leaving no alternative to be bid against resulting in a noncompetitive condition. Minnesota Statue 471.36 states that public bidding requirements do not apply to noncompetitive supplies.

Staff has worked with the City Attorney to draft attached resolution 2022-130, outlining the protocol for procurement of the replacement radios due to the noncompetitive nature of the equipment. Exhibit B of the resolution is a proposal for the radios and installation from Core & Main, Eden Prairie, MN, the sole source Sensus distributor for Minnesota as identified in sole source letter in Exhibit C. The total estimated cost of replacement of the radios is \$1.34M. The purchase and replacement of the radios will occur over a three (3) year period 2022-2024, this is due to supply chain issues and delivery of the radios. Funding will be provided by the Water Fund (601).

Recommendation:

Approve Resolution 2022-130

Attachments:

1. Resolution 2022-130 Acknowledging the Noncompetitive Nature of Water Meter Radio Equipment

CITY OF FARIBAULT

RESOLUTION # 2022-130

ACKNOWLEDGING THE NONCOMPETITIVE NATURE OF WATER METER RADIO EQUIPMENT

WHEREAS, the City Council ("the Council") has determined that the City of Faribault ("the City") must replace its current water meter radios ("the Equipment") to allow for compatibility with recent updates to the City's water systems; and

WHEREAS, the Council has reviewed the expenditure report prepared by the City's Public Works department, and attached hereto as **Exhibit A**, which estimates that this project will cost \$1,394,000 to complete; and

WHEREAS, generally, Minnesota Statutes, Section 471.345 subd. 3, requires municipalities to initiate a public bidding process before entering into a contract exceeding \$175,000; and

WHEREAS, Minnesota Statutes, Section 471.36 states that public bidding requirements do not apply to noncompetitive supplies and equipment; and

WHEREAS, the City's existing water system utilizes software exclusively created and owned by Sensus, a North Carolina company; and

WHEREAS, the City's Public Works Director has consulted with subject matter experts and understands that in order for the Equipment to function with the City's current water systems, the Equipment must be of the same brand, Sensus; and

WHEREAS, the City's Public Works Director has presented the Council with a proposal, attached as **Exhibit B**, to replace the Equipment prepared by Core & Main, A Missouri company, who is the sole distributor of Sensus brand products in the state of Minnesota; and

WHEREAS, the Council has also reviewed a letter sent by James Grillo, the Mid-West Director of Sales for Sensus USA, Inc., attached hereto as **Exhibit C**, which confirms that Core & Main-Minnesota is the exclusive distributor of Sensus products in the state of Minnesota.

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

1. The Council agrees that the Equipment qualifies as a noncompetitive supply under Minnesota Statutes, Section 471.36.
2. Qualifying the Equipment as noncompetitive waives the public bidding requirements imposed by Minnesota Statutes, Section 471.345 subd. 3.
3. The City is not required by Minnesota law to initiate a public bidding process before purchasing the Equipment.
4. The Council acknowledges that preparing a public bid for the Equipment would not generate additional bid proposals and would not be beneficial nor cost-effective to the City.
5. City staff is authorized to purchase the Equipment from Core & Main pursuant to the proposal attached as Exhibit B.
6. City staff will confirm with Sensus that Core & Main continues to be the sole distributor of Sensus products in the state of Minnesota before making future purchases.
7. Unless and until the City becomes aware of a change in distribution of Sensus products, this noncompetitive supply determination will be applicable to all future purchases of Sensus products.

Date Adopted: June 14, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A

Water Meter Replacement Expenditure Report

Project # WATE 22-01

Project Name Replacement - Water Meter Radios

Capital Asset #

Unit #

Department Water

Contact Public Works Director

Type Equipment

Useful Life 10 years

Category Equipment-Miscellaneous

Priority I High

Description

Replacement of water meter radios.

Justification

Replacement of water meter radios that allow for compatibility with recently upgraded Sensus system software.

Expenditures	2022	2023	2024	2025	2026	Total
Equipment	462,000	466,000	466,000			1,394,000
Total	462,000	466,000	466,000			1,394,000

Funding Sources	2022	2023	2024	2025	2026	Total
Water Fund (601)	462,000	466,000	466,000			1,394,000
Total	462,000	466,000	466,000			1,394,000

EXHIBIT B Core & Main Proposal



Bid Proposal for Faribault 2022-2024 MXU Changeout

FARIBAULT CITY OF
Bid Date: 03/21/2022 04:00 pm
Core & Main 2204272

Core & Main
15800 W 79th St
Eden Prairie, MN 55344
Phone: 952-937-9666
Fax: 952-937-8065

Seq#	Qty	Description	Units	Price	Ext Price
DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.					
10		SMARTPOINTS			
20	5600	510M S/POINT M2 TC SP HR & LD 5396353751201MI	EA	145.00	812,000.00
30	800	510M S/POINT M2 WIRED SP HR & LD 5396353751202MI	EA	140.00	112,000.00
40	1	ILL 39A TOUCHPAD BLACK 5390720600811	EA	7.25	7.25
50		INSTALLATION			
60	6400	RETROFIT TC SMARTPOINT NO SCHEDULING OR ENTRY TO INSIDE OF HOUSE	EA	50.00	320,000.00
70	1	REPLACE MXU AND TOUCHPAD	EA	60.00	60.00
80	1	REPLACE 3-WIRE SMARTPOINT SCHEDULE AND REPLACE 3-WIRE FROM METER TO MXU	EA	100.00	100.00
90	1	SITE VISIT FOR INCOMPLETE ACCT	EA	20.00	20.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

DAN MOORE - CORE & MAIN 3/21/22

Actual taxes may vary

Page 1 of 1

Exhibit C

Sole Distribution Letter

Jim Grillo
Sensus USA, Inc
Mid-West Director of Sales
612-867-3283
jim.grillo@xylem.com



January 25, 2022

To Whom It May Concern:

Sensus, a Xylem brand is pleased to announce that **Core & Main – Minnesota** is the exclusive Authorized Distributor of Sensus products and a Value Added Reseller (VAR) for Sensus Services such as SaaS in your area in the state of Minnesota.

Please contact your Core & Main representative for all of your Sensus needs. Purchasing Sensus products and services from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at jim.grillo@xylem.com regarding this or any other matter.

Sincerely

A handwritten signature in black ink, appearing to read "J. Grillo".

James C. Grillo
Mid-West Director of Sales
Sensus USA, Inc



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: June 14, 2022
SUBJECT: Approve 2022 CIP Purchase – Replacement of Sign Plotter

Background:

The 2022 Capital Improvement Plan (CIP) and Budget have approved \$12,000.00 for the purchase of a sign plotter that is used by Public Works staff to make street signs. The current plotter is outdated and has reached the end of its useful life.

Staff solicited quotes for a HP L365 latex plotter from two vendors. The quotes are as follows:

GSG, Dallas, TX	\$20,940.00
Grimco, Fenton, MO	\$21,215.00

The low quote is above the budgeted amount. This is due to both manufacturer and inflationary price increases since the time of budget preparation. A budget adjustment of \$8,940.00 will be necessary to offset the increase above the budgeted amount. Funding will be provided by the Capital Replacement Fund (431).

Recommendation:

Approve 2022 CIP Purchase – Replacement Sign Plotter from GSG, Dallas, TX and Budget Adjustment of \$8,940.00

Attachments:

1. CIP Page
2. GSG Quote
3. Grimco Quote

Project # STR E 22-05
 Project Name Replacement - Sign Plotter
 Capital Asset #
 Unit #

Department Street
 Contact Public Works Director
 Type Equipment
 Useful Life 7 years
 Category Equipment-Miscellaneous
 Priority 1 High

Description

Sign Plotter & Software

Justification

The sign plotter is used to create street signage. The plotter has reached its useful life.

Expenditures	2022	2023	2024	2025	2026	Total
Equipment	12,000					12,000
Total	12,000					12,000

Funding Sources	2022	2023	2024	2025	2026	Total
Capital Replacement Fund (431)	12,000					12,000
Total	12,000					12,000

Customer #: 1050580
Cust. Contact: Mike
Bill To:
CITY OF FARIBAULT
1200 BELVIEW TRAIL
FARIBAULT, MN 55021-8582

Ship To:
CITY OF FARIBAULT
1200 BELVIEW TRAIL
FARIBAULT, MN 55021-8582

Date: 05/16/22
Phone #: (507)209-3584
Terms: 1/3 Dwn BB4D
Outside Sales Rep: |
Inside Sales Rep: Richard Bliayang|richard.bliayang@gogsg.com
Branch Manager: Matthew Friend|matthew.friend@gogsg.com

Quote #:

8066222-00

Expires:

06/15/22

Reference: HPL365 \$2K IR
Instructions:

Line #	Product	Qty	Unit	Price	Discount %	Net Price Per Unit	Total Net Amount
***** THIS QUOTE INCLUDES AN HP PROMOTION. HP PROMOTIONS ARE VALID IN THE CALENDAR MONTH THEY ARE QUOTED AND EXPIRE AT THE END OF THAT MONTH. ***** Contact: Mike O'Rourke							
1	HPL365 64" HP LATEX 365 PRINTER	1	EACH	18195.00	10.99203	16195.00	16195.00
***** PRINTER QUALIFIES FOR A \$2000 INSTANT REBATE FROM HP *****							
2	HP-DLRIT HP 300/500 SERIES LATEX INSTALL BY GSG **GSG IS A 3-IN-1 HP DEALER WHICH MEANS WE SELL, INSTALL, AND SERVICE ALL LATEX 300 AND 500 SERIES PRINTERS. **INSTALLATION INCLUDES SETUP AND BASIC PRINTER TRAINING BY A CERTIFIED GSG TECHNICIAN. GOAL OF INSTALLATION TRAINING IS TO ENSURE THAT YOU UNDERSTAND THE FUNCTIONALITY OF THE PRINTER AND THE CONNECTION BETWEEN THE PRINTER AND RIP SOFTWARE.	1	EACH	295.00	0.00	295.00	295.00
3	HPLATEX-831-INKBUNDLE HP 831 INK SET FOR NEW LATEX PRINTER ** 831 INK SET IS SHIPPED WITH 300 SERIES AND 560 PRINTERS	1	EACH	945.00	100.00	0.00	0.00
4	HPLATEX-SHIPPING SHIPPING ON HP LATEX PRINTERS	1	EACH	800.00	50.00	400.00	400.00
5	8063864-00-05 OEM.US.3M.R3.FPC.21	1	each	2250.00	0.00	2250.00	2250.00
6	8063864-00-06 COL.HWY.EPS.MUTCD MUTCD EPS Files Collecti	1	each	1800.00	0.00	1800.00	1800.00

6 **Lines Total**

Qty Shipped Total

6

Total
Invoice Total

20940.00
20940.00

Quotation

This written quotation is specific for the Customer, products and quantities identified above. ALL SALES ARE EXPRESSLY CONDITIONED ON CUSTOMER'S AGREEMENT TO GSG'S STANDARD TERMS AND CONDITIONS OF SALE ("Terms and Conditions"), which may be found at <https://www.gogsg.com/TermsOfService> or provided in paper form upon request by Customer, and which are incorporated herein by reference as if set forth fully herein. GSG's written quotations shall be valid for 30 days from the quotation's date, unless otherwise agreed to in writing signed by an authorized representative of GSG. Errors and/or omissions are subject to correction by GSG. GSG's quotations, and all terms and conditions therein including, but not limited to, prices, do not constitute an offer to sell, are non-binding, and are expressly subject to GSG's changes as and until a Sales Contract is executed between GSG and the Customer. Prices quoted for products do not include transportation, insurance or any applicable federal, state or local taxes, all of which shall be paid by Customer. Customer shall be invoiced for applicable taxes unless Customer furnishes a valid resale or tax exemption certificate. To the extent that any such amounts are included, they are merely estimates and may be changed at any time. All pricing and credit terms included herein are subject to the approval of GSG's credit department in its sole discretion.

Quotation



Grimco, Inc. • www.grimco.com • www.grimco.ca

QUOTE# 694107-2

Matthew Molenbeek
E-Mail: mmolenbeek@grimco.com
2030 Corporate 44 Drive
Fenton, MO 63026
Phone: 1(800)542-9941

Sold To:

CITY OF FARIBAULT(#14273072)
1200W BELVIEW AVE
FARIBAULT, MN 55021-8582 US
ATT: MIKE O'ROURKE
PH: (507)209-3584

Bill To:

CITY OF FARIBAULT(#14273072)
1200W BELVIEW AVE
FARIBAULT, MN 55021-8582 US
ATT: MIKE O'ROURKE
PH: (507)209-3584

Ship To:

CITY OF FARIBAULT(#14273072)
1200W BELVIEW AVE
FARIBAULT, MN 55021-8582 US
ATT: MIKE O'ROURKE
PH: (507)209-3584

Created: 5/23/2022

Revision Date: 5/23/2022

Production Time: Varies

Quantity	Part #	Description	Your Unit Price	Your Total Price
1	L365	HP L365 64" Latex Printer MSRP \$23,105.00 *Produce sharp consistent, repeatable image quality with high-efficiency curing 6 colors: CMYKcm + Optimizer *Print and deliver in record time with fast warm-up and prints come out completely dry *Healthier printer with HP Latex - no special ventilation required, no hazard warning labels or HAPs, nickel free *HP OMAS precise and accurate motion control of media advance between print swaths *i1 embedded spectrophotometer enables automatic calibration Printer uses HP 831 Inks and printheads. 1-year subscription of FlexiPrint included. * Printer requires quantity (two) 220v outlets ** Power MUST range between 200-240 - Buck Booster (Not included) may be required to bring voltage within these ranges. **Note: Printer dimensions exceed the size of liftgate on delivery trailers.** Shipping crate 110"x33"x49" 672lbs Shipping Crate 110x33x49in 672lbs; Printer 101x33"x54" 476lbs	\$18,195.00	\$18,195.00
1	HP-SPR	HP Sponsored Printer Rebate - \$2,000.00 Instant Rebate for a L365. ** OFFER EXPIRES: May 31st, 2022 - Order must be placed by May 31st, 12pm local time to qualify for promo **	(\$2,000.00)	(\$2,000.00)
1	LATEX BUNDLE	Bundle of HP 831 Ink (C,M,Y,K,LM,LC,Optimizer) *Ships separate from printer. *This is the initial set of ink and is required for printer set-up. Ink That Comes With; The Purchase Of A New Printer; Ships Via Ups From Vendor We Purchase; The Printer From	\$1,048.60	\$1,048.60



Grimco, Inc. • www.grimco.com • www.grimco.ca

QUOTE# 694107-2

Matthew Molenbeek
E-Mail: mmolenbeek@grimco.com
2030 Corporate 44 Drive
Fenton, MO 63026
Phone: 1(800)542-9941

Quantity	Part #	Description	Your Unit Price	Your Total Price
1	HP-S831R	HP Sponsored 831 Ink Rebate *Rebate applies to Part # LATEX BUNDLE only	(\$1,048.60)	(\$1,048.60)
1	HPF0M64A	HP LATEX 3XO EDGE HOLDERS- needed to print on reflective sheeting.	\$175.00	\$175.00
1	FLEXIMUTCD	FLEXI MUTCD SOFTWARE DOWNLOAD - clip art of standard traffic signs *****; Flexi Mutcd Software; *****	\$1,800.00	\$1,800.00
1	FLEXIPC3MAUTH	FLEXIPRINT and CUT 3M AUTHORIZED EDITION- design, print, print/cut, and just cut. Choose this or FLEXIPRINT3M	\$2,250.00	\$2,250.00
1	IM3203X-5425-HS	Sample roll of vinyl 54" x 25 yd. for installation and training.	\$0.00	\$0.00
1	GRIMCOBASICIT	Grimco L300 Series-Basic Training. Includes training by a Grimco HP certified technician. * Color Management and profile writing training is not included. Contact tech support for more information: TechSupport@grimco.com	\$295.00	\$295.00

COMMENTS: ***Sales Tax not included***

Freight quoted is Dock to Dock delivering to commercial addresses. Please get with your sales rep to discuss your particular receiving conditions and receive an accurate quote.

Residential Addresses, liftgate service, inside delivery, pallet jack, and special handling will incur additional fees. LTL Carriers may require a forklift or dock high receiving for deliveries.

Note: Printer dimensions exceed the size of liftgate on delivery trailers.

** Printer requires quantity two 220v lines
Power MUST range between 200-240 - Buck Booster (Not included) may be required to bring voltage within these ranges.

Please go online to grimco.directcapital.com for additional financing options.



Grimco, Inc. • www.grimco.com • www.grimco.ca

QUOTE# 694107-2

Matthew Molenbeek
E-Mail: mmolenbeek@grimco.com
2030 Corporate 44 Drive
Fenton, MO 63026
Phone: 1(800)542-9941

- * Price quotations are good for 30 days only and are based on entire quantity/items being purchased at once. Exclusions may apply.
- * All quotes must meet our \$50 order minimum. Custom signs and blanks have a 64 square foot minimum order requirement.
- * Lead times start at date of approval and are subject to change.
- * Prices do not include freight unless otherwise stated. Actual freight costs vary.
- * We reserve the right to over/under ship by 5%, on custom sign and blank orders. over 50 pieces.
- * We accept returns up to 30 days from receipt of merchandise. Restocking fees may apply. Custom and non-stock items are non-returnable.
- * All sign and blank dimensions are listed WxH.
- * Custom PMS color matching may incur additional charges if outside of Grimco standard colors.

Sub Total	\$20,715.00
Tax	\$0.00
Freight	\$500.00
Total	\$21,215.00



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: June 14, 2022
SUBJECT: Approve Memo of Understanding with Faribault School District

Background:

Please find attached a copy of a memo of understanding with the Faribault School District regarding the use of the Faribault Middle School ball fields. This agreement covers usage of the middle school ball fields by the City should the Teepee Tonka Park fields become unusable. Also attached is a list of responsibilities for each party in regards to sharing use of the middle school ball fields.

Recommendation:

Staff recommends approving the memo of understanding with the Faribault School District regarding use of the Faribault Middle School ball fields.

Attachments:

1. Memo of Understanding
2. FMS Ball Fields Maintenance Agreement

Memo of Understanding Regarding Use of Faribault Middle School Ball Fields

The City of Faribault and Faribault School District agree to the following plan for the use of ball fields at the Faribault Middle School. The City is looking to relocate the fields from Teepee Tonka Park during the summer months. While using the fields, the District also allows use of the parking lot.

The Faribault School District agrees to allow for the City to use the ball fields during the summer months for youth ball games and practices. An attached list of responsibilities for the City and School District is provided to show maintenance responsibilities.

This letter of understanding is to be reviewed on a regular basis and updated as needed.

Dated: June 1, 2022

Faribault School District

City of Faribault

Board President

Mayor

Superintendent

City Administrator

FMS Ball Fields Maintenance Responsibilities

City Responsibilities:

- Place base pins for base distances
- Portable restrooms during summer
- Bleachers – provide from Teepee Tonka Park
- Garbage pickup – during summer
- Grade ball fields annually
- Dug outs – City provide benches
- Trees – Between NW field and tennis courts 1-4 trees for shade – Districts provide locations if desired

School District Responsibilities:

- Mow ball fields 2X per week
- Spray for weeds annually
- Garbage pickup - during school programs
- Allow City to use garage for chalk, cart and ball field supplies during summer season
- Provide several loads of lime as needed for ball fields, City can spread – OK as needed



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peansky, Parks and Recreation Director
MEETING DATE: June 14, 2022
SUBJECT: Resolution 2022-131 Approve Street Closures for IRIS 5K/10K Turkey Trot

Background:

The Turkey Trot is scheduled for Thursday, November 24, 2022, from approximately 7:30 AM to 11:30 AM. This will require some street closures but barricades will not be used and Faribault police will assist with the intersections along the routes. This run is scheduled for Thanksgiving morning when there should not be much traffic on the roads.

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

Recommendation:

Approve Resolution 2022-131 to intermittently close streets for the IRIS 5K/10K Turkey Trot on Thursday, November 24, 2022.

Attachments:

1. Resolution 2022-131 Approve Street Closures for IRIS 5K 10K Turkey Trot
2. Map
3. Request

CITY OF FARIBAULT

RESOLUTION #2022-131

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

WHEREAS, Infants Remembered in Silence (IRIS) is sponsoring the IRIS 5K/10K Turkey Trot on Thursday, November 24, 2022; and

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

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

NOW, THEREFORE BE IT RESOLVED, that street closures will be required for the 2022 Turkey Trot. A route map is attached. The streets will be intermittently closed on November 24, 2022, from approximately 7:30 AM to 11:30 AM for the Annual IRIS 5K/10K Turkey Trot.

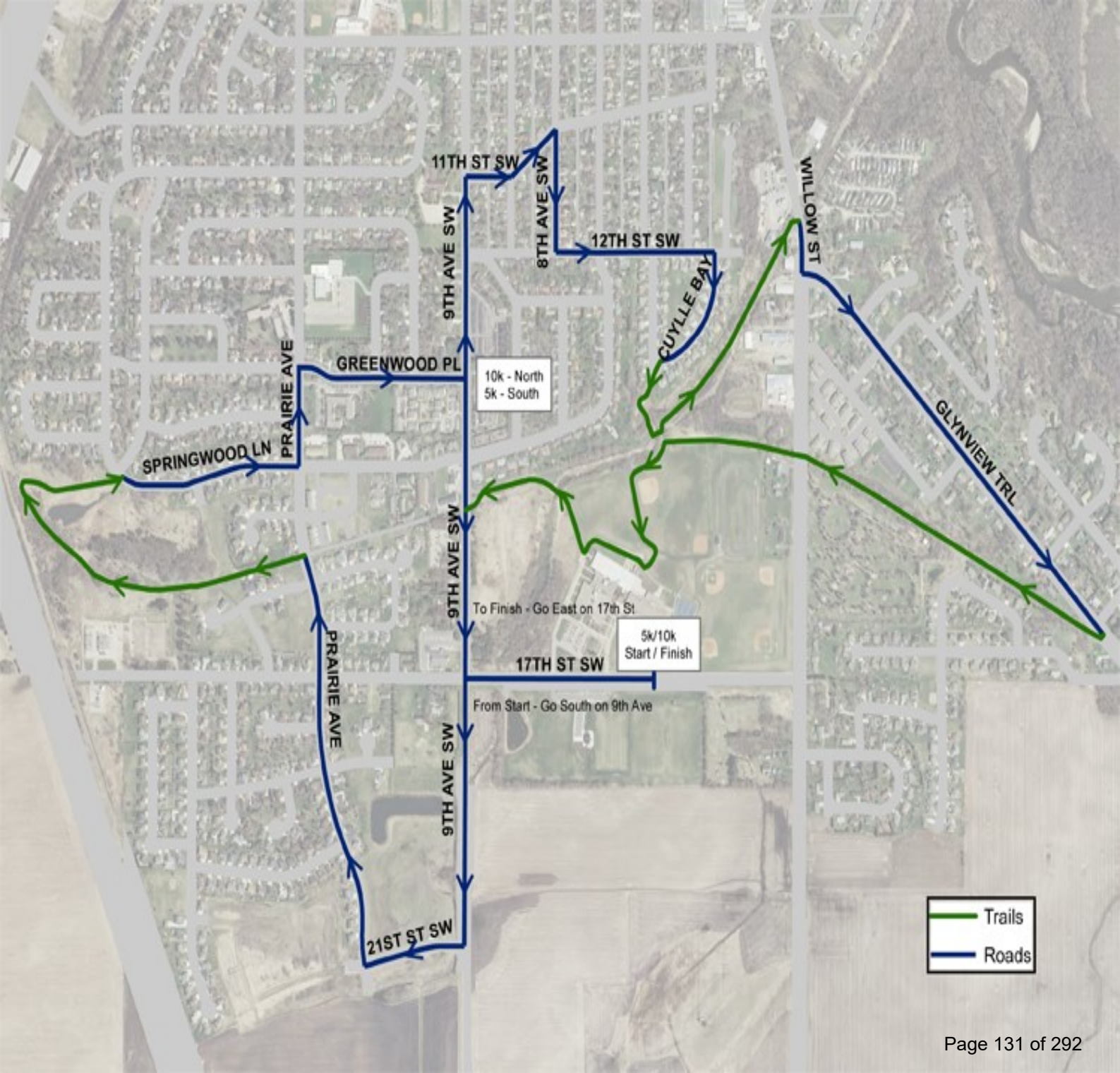
Date Adopted: June 14, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Trails

Roads

Denise Hansen

From: Paul Peanasky
Sent: Wednesday, June 8, 2022 1:27 PM
To: Denise Hansen
Subject: FW: 2022 Turkey Trot
Attachments: route map 5 & 10K Full.jpg

Another race

From: Diana Kelley <diana@irisremembers.com>
Sent: Wednesday, June 8, 2022 12:04 PM
To: Paul Peanasky <ppeanasky@ci.faribault.mn.us>
Subject: Re: 2022 Turkey Trot

Diana Kelley

Founder and Executive Director
Infants Remembered In Silence, Inc. (c) (IRIS)
218 3rd Ave. NW
Faribault, MN 55021
Office: (507) 334-4748
Cell: (507) 330-2148
Email: support@irisremembers.com
Website: www.irisremembers.com or www.irisremembers.org
Founded in 1987

On Wed, Jun 8, 2022 at 10:33 AM Paul Peanasky <ppeanasky@ci.faribault.mn.us> wrote:

Yes I can. Can I get a map from you on the routes to include in my packet.

Paul

From: Diana Kelley <diana@irisremembers.com>
Sent: Wednesday, June 8, 2022 9:56 AM
To: Dave Dillon <ddillon@ci.faribault.mn.us>; Dustin Dienst <ddienst@ci.faribault.mn.us>; Paul Peanasky <ppeanasky@ci.faribault.mn.us>
Subject: 2022 Turkey Trot

Hi Dave, Dusty, and Paul,

I wanted to touch base with all of you about the 2022 Turkey Trot. We are well underway with the planning of this event and wanted to make sure you had it on your radar.

Paul, can you take care of getting City Council approval again please?

Schedule:

November 23rd

1. 10 am - 3:30 pm - Set up at the Middle School
2. FFD - Set straw bales sometime during the day - is this right **Dusty**?
3. 4 - 6:30 pm - Early participant check-in at the middle school

November 24th - Thanksgiving Morning

1. 6:15 am - Timing Company set up - on 17th St just past the East entrance to the middle school parking lot
2. 7 - 8 am Registration and Check-in at the middle school
3. 7:30 am - 17th St. closes - **Dave** is this about the correct time?
4. 8 am - Youth Events Start
5. 8:15 am - Blessing of Participants and Directions
6. 8:30 am - 10K Run Starts
7. 8:40 am - 5K Run Starts
8. 8:45 am 5K Walk Starts
9. 8:55 am Runners Start to Return
10. 8:55 am Reception in the gym opens
11. 11:15 am Load Trailers and Clean Up
12. 11:45 am Unload Trailer at IRIS Office

Do any of you have questions at this point or things you would like changed?

Diana Kelley

Founder and Executive Director

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

218 3rd Ave. NW

Faribault, MN 55021

Office: (507) 334-4748

Cell: (507) 330-2148

Email: support@irisRemembers.com

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

Founded in 1987



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Manager
MEETING DATE: June 14, 2022
SUBJECT: Resolution 2022-132 Approve Hiring of Records Specialist

Background:

Due to a resignation, there is a need to fill a Police Records Specialist position. The position was posted from April 28, 2022 to May 12, 2022.

Twenty-nine applications were received and reviewed. Fourteen applicants were selected for interviews. The interviews were held on June 1, 2022 and June 3, 2022. The panel consisted of Janice Bestul, Records Supervisor, Connie Holm, Administrative Assistant, Neal Pederson, Police Captain and Kevin Bushard, Human Resources Manager. From those interviews, Ellie Glende was selected as the candidate to be brought forward for recommendation.

Resolution 2022-132 recommends that Ellie Glende be offered the position of Records Specialist. This is a union position and Ellie would be hired at grade E step 1.

Recommendation:

Approve Resolution 2022-132, approving the hiring of Ellie Glende as Records Specialist for the City of Faribault.

Attachments:

1. 2022-132 Approve Hiring of Records Specialist

CITY OF FARIBAULT

RESOLUTION #2022-132

APPROVE HIRING OF RECORDS SPECIALIST

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

WHEREAS, the City has advertised and interviewed for the Records Specialist position with the City; and

WHEREAS, the City Council desires to fill the vacant Records Specialist position.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Ellie Glende shall be extended an offer of employment to fill the vacant Records Specialist position.

Date Adopted: June 14, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: June 14, 2022
SUBJECT: Police Department - Enterprise Fleet Management Agreement

Background:

During the May 17, 2022 Council Work Session, the Police Department presented information regarding vehicle procurement and purchasing options available through Enterprise Fleet Management. Since receiving feedback from the Council, the Police Department has taken the necessary steps to enter into a contract with Enterprise for leasing and post-lease re-sale of police vehicles. The attached agreements have been reviewed by City legal staff and are ready for signature.

Recommendation:

Approve the attached agreements with Enterprise Fleet Management

Attachments:

1. Master Equity Lease Agreement - Government
2. GP1T - City of Faribault Addendum to Equity MLA
3. Agreement to Sell FM Customer Vehicles - Assignment Agreement
4. Consignment Auction Agreement for Sale of Customer Owned Vehicles

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 14 day of June, 2022, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____
Signature: _____
By: _____
Title: _____
Address: _____
Date Signed: _____

Initials: EFM_____ Customer_____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact
Signature: _____
By: _____
Title: _____
Address: _____
Date Signed: _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of June, 2022 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of June, 2022 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Faribault ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Minnesota (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

City of Faribault (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and City of Faribault (hereinafter referred to as "CUSTOMER"), on the other hand on this 14 day of June, 2022 (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$ _____ or the maximum permitted by law ("Service Fee").
4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. Time for Payment:
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.
19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.
20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

“ENTERPRISE”

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

“CUSTOMER”

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and City of Faribault (hereinafter referred to as "CUSTOMER") on this 14 day of June, 2022 (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of Local Government.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

- 1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
- 2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
- 3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
- 4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$_____ ("Service Fee") plus towing at prevailing rates.
- 5. Sales Process: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
- 6. Time for Payment:
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
- 7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000.000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____



Request for Council Action

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: June 14, 2022
SUBJECT: Resolution 2022-133 Approve Settlement Agreement and Release of All Claims for Case No. 18-CV-01643 (JRT/HB) Jones, et al. v. City of Faribault

Background:

A complaint was filed in U.S. District Court against the City in June of 2018 regarding our rental licensing and crime-free housing ordinances. The case, commonly referred to by City staff as "the ACLU lawsuit" is officially Case No. 18-CV-01463-JRT-HB, Jones et al. v. City of Faribault. The plaintiffs in the case were represented primarily by the ACLU (American Civil Liberties Union). After nearly four years of legal proceedings and settlement negotiations, a Settlement Agreement and Release of All Claims has been reached and is being submitted to the Council for approval.

The settlement calls for a payment by the City of \$685,000, as well as several revisions to relevant sections of the City Code of Ordinances (which are on the June 14, 2022 Council agenda for first reading). The City was represented by the League of Minnesota Cities for this case, with the settlement payment being covered through the City's insurance with the League (the City is required to pay a \$1,000 maintenance deductible).

The agreement included initially in the packet is a preliminary draft, and does not include the multiple attachments referenced therein. The complete and final agreement will be provided to the Council prior to the meeting on Tuesday night.

The attorney representing the City on the case, Paul Reuvers, is working with the League and City staff to prepare a press release. That will also be shared with the Council as soon as it is finalized.

Recommendation:

Approve Resolution 2022-133 Approve Settlement Agreement and Release of All Claims for Case No. 18-CV-01643 (JRT/HB) Jones, et al. v. City of Faribault

Attachments:

1. Resolution 2022-133 Approve Settlement Agreement and Release of All Claims for Case No. 18-CV-01643 (JRT-HB) Jones et al. v. City of Faribault
2. Settlement Agreement and Release

CITY OF FARIBAULT

RESOLUTION #2022-133

APPROVE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS FOR CASE NO. 18-CV-01634 (JRT/HB) JONES, ET AL. V. CITY OF FARIBAULT

WHEREAS, a complaint was filed in U. S. District Court against the City of Faribault in June of 2018 regarding the City's rental licensing and crime-free housing ordinances, Case No. 18-CV-01463-JRT-HB, Jones et al. v. City of Faribault; and

WHEREAS, after nearly four (4) years of legal proceedings and settlement negotiations, a Settlement Agreement and Release of All Claims has been reached, required to be executed by all parties.

NOW, THEREFORE BE IT RESOLVED, the attached Settlement Agreement and Release of All Claims for Case No. 18-CV-01463-JRT-HB, Jones et al. v. City of Faribault (the "Agreement"), a copy of which is attached to this Resolution and made a part hereof, is hereby approved.

ALSO, BE IT RESOLVED, the City Council hereby authorizes and directs the Mayor and City Administrator to execute the Agreement attached to this Resolution on behalf of the City.

ALSO, BE IT RESOLVED, the City Council authorizes the City Administrator and City Consultants to make minor modifications and revisions to the Agreement as necessary or desired to effectuate the intent of the settlement.

Date Adopted: June 14, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Thelma Jones, Priyia Lacey, Faiza Abdi, Ali Ali, Rukiya Hussein, Lucia Porras, David Trotter-Ford, And Somali Community Resettlement Services, Inc.,

Plaintiffs,

v.

City of Faribault,

Defendant.

Case No. 18-CV-01643 (JRT/HB)

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement is entered into by all Parties (Thelma Jones, Priyia Lacey, Faiza Abdi, Ali Ali, Rukiya Hussein, Lucia Porras, David Trotter-Ford, Somali Community Resettlement Services, Inc., the Plaintiffs, and the City of Faribault, the Defendant, together, the “Parties”) for the purposes of resolving the disputed claims in the matter entitled *Jones, et al, v. City of Faribault*, 18-cv-01643-JRT-HB (the “Action.”). The Parties agree this controversy should be resolved without further proceedings.

ACKNOWLEDGEMENTS AND BACKGROUND

- A. Plaintiffs are represented by American Civil Liberties Union Foundation, American Civil Liberties Union of Minnesota, Foundation, Inc., and Taft, Stettinius, & Hollister LLP; and
- B. Defendant is represented by Iverson Reuvers.
- C. The Parties wish to settle the matters raised in the lawsuit in accordance with the terms and conditions set forth below; and

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

I. NON-MONETARY TERMS

1. **Amendment of Ordinance 2019-17 (the City’s Rental Licensing Ordinance)**

Defendant agrees that within 30 days of executing the Agreement it will amend, and follow the appropriate procedures to amend, the following provisions of Ordinance 2019-17 of the City of Faribault City Code consistent with the following:

- a. Section 7-38 “License Application and Renewal”
To make the agreed-upon revisions to Section 7-38 of the City’s Rental Licensing Ordinance, as reflected in Exhibit A (attached and fully incorporated herein).
 - i. This includes requiring that rental license applications and renewals must include the agreed-upon “Licensee Certification,” attached as Exhibit B, as required by the revised Section 7-38(c)(2).
- b. Section 7-40(h) “Occupancy Restriction”
To make the agreed-upon revisions to Section 7-40(h) of the City’s Rental Licensing Ordinance, including to clarify that children under the age of two do not count towards the occupancy limit as reflected in Exhibit C (attached and fully incorporated herein).
- c. Section 7-41 “Disorderly Conduct”
To make the agreed-upon revisions to Section 7-41 of the City’s Rental Licensing Ordinance, which narrow the list of offenses that may constitute “disorderly conduct” and requiring the conduct occurred in the rental dwelling unit as reflected in Exhibit D (attached and fully incorporated herein), including by providing tenants a right to appeal determinations of disorderly conduct. This includes clarifying that reports, emergency calls, or complaints regarding potential domestic abuse cannot be used as a basis for a “disorderly conduct” violation against the tenant victim.
- d. Section 7-42 “Crime-Free Housing Program”
To make the agreed-upon revisions to Section 7-42 of the City’s Rental Licensing Ordinance, as reflected in Exhibit E (attached and fully incorporated herein), including—
 - i. By making criminal background checks optional, but recommended by the City, and requiring that any criminal background check must follow a two-step process to ensure applicants are not unfairly excluded from housing due to prior involvement in the criminal justice system, which does not indicate a demonstrable risk to resident safety and/or property. The process limits what portions of a criminal record may be considered in a housing application and requires that every applicant whose criminal record is considered receives an individualized assessment, by the agreed-upon Appendices A & B, attached as Exhibit F.
 - ii. By making Appendices A & B, attached as Exhibit G available on the City’s website, for use by licenses as required by Section 7-42(d)(2)(i) and (4);
 - iii. By conferring to tenants a right to challenge a determination that the tenant violated the crime-free/drug-free lease provisions at a hearing conducted before the city council prior to termination of the tenancy by the licensee, as required under Section 7-42(f) of the revised Ordinance;

- iv. By requiring that housing providers complete the agreed-upon video training, as required under Section 7-42(b)(ii) and Section 7-38(c)(2)(b) of the revised Ordinance, and making that video available on the City’s website; and
- v. By making the agreed-upon “Rights of Rental Housing Applicants in Faribault” available on the City’s website, for use by licensees as required by Section 7-42(d) (“All licensees who choose to conduct criminal background checks on prospective tenants . . . must provide the written copy of this two-step criminal background check policy, provided by the City, to the applicant prior to accepting the application or application fee.”).

2. Notice of Ordinance Amendments

- a. To provide notice to the broader public regarding the revised Ordinance within 30 days of executing the Agreement.
 - i. The City will provide such notice by posting on its website the agreed-upon “Public Notice of Changes to the City’s Rules Concerning Rental Housing,” attached as Exhibit H, in English, Spanish, and Somali.
 - ii. The City will also maintain an updated version of the Ordinance at City Hall and Buckham Memorial Library and will change its website and social media pages to add an affirmative statement that the Ordinance has been updated and housing providers are no longer required to conduct criminal background checks on rental applicants and clearly stating the occupancy standard. The City will maintain the notice on the City’s webpage for one year from the date the City Council enacts the agreed-upon revisions to the City’s Rental Licensing Ordinance. The updated version of the Ordinance will be published in the above-referenced forums no later than 30 days after this Agreement is executed.
- b. To provide notice to all licensees regarding the revised Ordinance within 30 days of executing the Agreement. The City will provide such notice by mailing to each licensee the agreed-upon “Responsibilities of Housing Providers in Faribault, Minnesota,” attached as Exhibit I.

3. Video Training

- a. The video training discussed above will be created by the Louisiana Fair Housing Action Center (LFHAC).
- b. The cost of the video will be split evenly between the parties.
- c. The video will cover the following content: obligations on housing providers under the Fair Housing Act, 42 U.S.C. §§ 3601-19, and the Minnesota Human Rights Act, Minn. Stat. 363A.09; the 2016 HUD memo entitled: “Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions;” and discussion of the City’s revised Rental Licensing Ordinance.

II. CONSIDERATION

The City, through the League of Minnesota Cities Insurance Trust, agrees to pay a lump sum of \$685,000 to resolve all claims in this litigation, inclusive of any claim for attorney’s fees and costs,

via a check to be issued within 5 days of the date this Agreement is signed by all parties, payable to ACLU of Minnesota.

III. RELEASE

1. **Release by Plaintiffs.** The Plaintiffs, and each of them, jointly and severally on behalf of themselves and their heirs, successors and assigns hereby release and forever discharge City of Faribault and their respective heirs, successors and assigns, of and from any and all claims for monetary damages suffered or allegedly suffered by the Plaintiffs existing at any time up to and including the Effective Date of this Agreement, which directly or indirectly arise out of or relate in any manner to the Action or any causes of action, claims, or defenses that were, could have been, or should have been asserted by the Plaintiffs in the Action.

IV. DISMISSAL

The Parties agree to file a joint stipulation of dismissal under Fed. R. Civ. P. 41(a)(1)(ii) either within 5 days of full payment of the lump sum referenced above or within 5 days of passage of the revised Ordinance, whichever comes later.

V. MISCELLANEOUS

1. **Liability.** It is understood and agreed that this Agreement is the compromise of a vigorously disputed case and this payment is not to be construed as an admission of liability on the part of the City, by whom liability is expressly denied.
2. **Term.** The Parties have agreed to a three (3) year term from the effective date of this Agreement. For the duration of that term the City agrees it will not adopt an ordinance that in form or substance reverts to the provisions of previous sections 7-38, 7-40(h), 7-41, and 7-42 of the Faribault Code as they existed in the 2017 and 2019 version of the City of Faribault's Rental Licensing Ordinance or otherwise adopt an ordinance to implement the policies parties agreed to change as a condition of this settlement.
3. **Entire Agreement.** The Parties agree that this Agreement constitutes the entire agreement between the Parties with regard to the matters described herein and no modification of this Agreement and/or other promises or agreements shall be binding unless in writing and signed by all the parties hereto. There are no other understandings or agreements, oral or otherwise in retaliation thereto, between the Parties.
4. **Severability.** If any provision of this Agreement or the application thereof is adjudicated to be void, invalid, or unenforceable, such action shall not invalidate the remainder of it, and the remainder shall remain in full force and effect, except as otherwise set forth in this Agreement. To the extent anything in this Agreement conflicts with state, local, or federal law, that law is controlling and the conflicting Agreement provision is severable.
5. **Enforcement.** This Agreement is to be interpreted and enforced in accordance with the laws of the United States and the State of Minnesota.

6. **Executed separately.** The Parties contemplate this Agreement may be executed in separate counterparts and all counterparts and signature pages together are one document.

CITY OF FARIBAULT

Dated: June 14, 2022

By: Kevin F. Voracek, Mayor

ATTEST

Dated: June 14, 2022

By: Timothy C. Murray, City Administrator

EXHIBIT A

Sec. 7-38 - Licensing of rental units

(a) *License required.*

- (1) No person shall operate a rental dwelling without first having obtained a license to do so from the City of Faribault. A license shall be granted pursuant to the provisions of this article by the compliance official or designee(s).

Exceptions:

- a. An owner whose only rental dwelling is a single-family dwelling homesteaded by a relative is exempted. Compliance of this exemption may require written proof from the county.
 - b. A residential property owned by a "snowbird" where the property is rented to another person for a period of less than one hundred twenty (120) consecutive days while the owner is residing out of the State of Minnesota. The owner must occupy the property during the remainder of the year.
 - c. Unoccupied dwelling units that have been issued a vacant building registration.
- (2) When more than one building containing rental dwelling units exists on one property, a separate license shall be required for each building.
 - (3) Licenses shall be issued for a single rental dwelling unit in the case of a freestanding dwelling, a condominium, a townhouse, a dwelling in a cooperative, or a dwelling in a nonresidential structure; for a two-unit rental dwelling; or for an apartment building.
- (b) *License term.* Except for a provisional license as identified herein, a rental license issued by the city under this article will be valid for a two-year time period. All licenses may be reviewed at any time by the compliance official or designee(s) after the commencement of the license term to determine whether the rental dwelling continues to be in compliance with this article.
- (c) *License application and renewal.*
- (1) The license application or renewal shall be made by the owner or agent. Application forms are available from the city and must be completed in full and accompanied by the appropriate license fee as established by the city council.
 - (2) Every application must contain three certifications, sworn under penalty of perjury, on a form provided by the city:
 - a. First, that the licensee understands that they are not required to conduct a criminal background check on prospective tenants, and if they choose to conduct criminal background checks of rental applicants they must only do so in compliance with Sec. 7-42(e), and that any criminal background checks conducted after July 5, 2022 were conducted in compliance with Sec. 7-42(e).
 - b. Second, that the licensee completed the training video on the housing providers obligations under Faribault's rental housing ordinance, the Fair Housing Act, 42 U.S.C. §§ 3601-19, and the Minnesota Human Rights Act, Minn. Stat. 363A.09, within six months of July 5, 2022.

- c. Third, that the licensee maintains the following records for three years after receipt of an application for rental housing: the rental applications; the criminal records associated with those applications; letters between the landlord and applicant; the rental decision for that applicant, and the basis for that decision. The licensee understands that these records are subject to inspection by the city, and upon reasonable basis to believe a licensee is violating the Ordinance, such as by receipt of a complaint, the city will investigate, which may include sharing records with a third-party non-profit organization, and take appropriate action.
- (3) Every licensee shall give notice in writing to the city within ten (10) business days after any change of information on the application or if the licensed premises is sold or otherwise conveyed in any way. Depending on the nature of changes, the city may require a new inspection of the licensed premises.
- (4) Each license issued by the city under this article will expire two (2) years after the date of issuance unless otherwise suspended or revoked.
- (5) An application for renewal of a license and the appropriate fee must be filed with the issuing authority at least thirty (30) days prior to the expiration date of an existing license. Any renewal license application and fee not received before the expiration date shall be assessed a late fee as established by the city council for processing of the application.

Within thirty (30) days of receipt of a completed application and of the license fee required by this article, the inspector shall schedule an inspection. No license shall be granted or renewed until the inspector has determined that all life, health safety violations, or application inconsistencies have been corrected. In cases where a weather deferral for repairs has been granted by the inspector, the license may be granted on conditions of the repairs being completed before a specific date in the future. If the license application is incomplete, or the applicant does not meet the requirements of this section during the term of a provisional license issued under Sec. 7-39, the application shall be canceled.

- (d) *License and inspection fees.* License fees, as set forth by city council resolution, shall be due thirty (30) days prior to the license expiration date. In the cases of new unlicensed units, license fees shall be due at time of application.
- (1) *License fees, delinquent payments.* A delinquency penalty of fifteen (15) percent of the amount of the license fee may be charged to the operators of the dwelling unit. Once issued, a license is nontransferable and the licensee shall not be entitled to a refund of any license fee. Upon revocation or modification of a license, or if the applicant withdraws an application, or in the case of an incomplete application or process, or if an application is canceled, the fee shall be nonrefundable.
- (2) *Inspection/reinspection fees.* Fees for annual inspections of a rental dwelling are part of paid license fees. Reinspection fees will only be charged for subsequent inspections after failure to comply with official orders or when the owner or agent fails to keep a scheduled inspection without prior notice to the inspector. All reinspection fees are set by city council resolution. If the reinspection is being performed as part of the licensing process, fees must be paid prior to the time of license issuance or renewal. If a reinspection fee of any portion is not paid within thirty (30) days after billing, or

within thirty (30) days after any appeal becomes final, the city council may certify the unpaid cost against the rental dwelling.

- (e) *Minimum licensing standards.* The following minimum standards and conditions must be met in order for an owner to hold or be granted a rental dwelling license under this article. Failure to comply with any of these standards or conditions shall be adequate grounds for denial, nonrenewal, suspension or revocation of an owner's rental dwelling license.
- (1) The licensee or applicant must have a current, complete, and accurate rental dwelling application on file with the city.
 - (2) The licensee or applicant shall have paid the required license fee and any other fees required by this article.
 - (3) The licensee or applicant must be current on the payment of all utility fees, taxes, assessments, fines, penalties, or other financial claims due to the city on the licensed premises and any other rental dwelling in the city owned by the licensee or the applicant. In the event a suit has been commenced under Minnesota Statutes, Sections 278.01—278.03, questioning the amount or validity of taxes, the city may upon request of the licensee or applicant waive strict compliance with this provision; no waiver may be granted, however, for taxes or any portion thereof that remain unpaid for a period exceeding one (1) year after becoming due.
 - (4) The rental dwelling must be in compliance with all federal, state and local laws, including but not limited to all provisions of this article, the Property Maintenance Code as adopted in Sec 7-21 of the city Code, and all applicable zoning laws.

EXHIBIT B

APPENDIX C
LICENSEE CERTIFICATION

I, _____, hereby make the following three certifications:

****Please initial each relevant check box****

Certification #1

I understand criminal background checks on prospective tenants are optional. Please select option A or B.

☐ Option A: I have chosen not to conduct criminal background checks.

>>Move on to Certification #2<<

OR

☐ Option B: I have chosen to conduct criminal background checks, and certify any criminal background checks will be conducted in compliance with the City's Ordinance.

Certification #2

Please select option A or B.

☐ Option A: For licensees being re-licensed, I have watched and completed the training video on my obligations under Faribault's rental housing ordinance, the Fair Housing Act, 42 U.S.C. §§ 3601-19, and the Minnesota Human Rights Act, Minn. Stat. 363A.09 on _____ 20 ____.

OR

☐ Option B: For new licensees, I will complete the required eight-hour crime-free housing course, which includes the training video on my obligations under Faribault's rental housing ordinance, the Fair Housing Act, 42 U.S.C. §§ 3601-19, and the Minnesota Human Rights Act, Minn. Stat. 363A.09.

Certification #3

☐ I have as of July 5, 2022, and will continue to, maintain the following records for three years after receipt of an application for rental housing: rental applications; the criminal records associated with those applications; letters between the landlord and applicant; the rental decision for that applicant and the basis for that decision, to the extent allowed by state and federal law. I understand these records are subject to inspection by the City, at its request.

I declare under penalty of perjury the foregoing is true and correct.

Dated: _____

Signature

Printed Name

Property Name(s)

Property Address(es)

EXHIBIT C

Sec. 7-40(h) - Occupancy Standards

The maximum permissible occupancy of a rental dwelling unit must be determined by applying one of the two standards set forth in paragraphs (1) and (2) below. Whichever standard allows the greatest number of occupants for a given rental dwelling will be the governing standard for that dwelling.

- (1) Square footage standard: Every bedroom shall contain not less than 70 square feet and every bedroom occupied by more than one person shall contain not less than 50 square feet of floor area for each occupant thereof.
- (2) Headcount standard: Total number of occupants in the rental dwelling may not exceed two (2) times the number of legal bedrooms plus one.
- (3) A “legal bedroom” is “Any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit.” Sec. 7-21 (adopting the 2018 Edition of the International Property Maintenance Code (IPMC), as the Property Maintenance Code of the City of Faribault); Sec. 202, 2018 IPMC (defining bedroom).
- (4) In applying either standard (1) or (2), occupants under the age of two (2) years shall not be included in the calculations.

EXHIBIT D

Sec. 7-41. - Disorderly conduct prohibited.

- (a) *Disorderly conduct prohibited.* Disorderly conduct is prohibited on all licensed rental dwellings. It shall be the responsibility of the licensee to prevent disorderly conduct by tenants, the tenant's family and the tenant's guests in the rental dwelling unit. Offenses that occur outside of the rental dwelling unit do not constitute a violation of this section. For purposes of this section, a rental dwelling unit includes the unit which the tenant, family member or guests occupy along with the common areas both inside and outside of the building where the rental dwelling unit is located.
- (b) *Disorderly conduct defined.* For the purposes of this section, disorderly conduct and nuisance conditions are the following activities committed by tenants, their family members, or guests:
 - (1) Drug-related illegal activity occurring in the rental dwelling unit. Drug-related illegal activity means the illegal possession, manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell or distribute a “controlled substance,” as defined in the Controlled Substance Act (21 U.S.C. § 802).
 - (2) Minnesota Statutes, § 609.755(4) and § 609.76 prohibiting the use of one’s home as a gambling place, bucket shop or lottery.
 - (3) Minnesota Statutes, §§ 609.321–609.324 prohibiting prostitution and acts relating thereto.
 - (4) Minnesota Statutes, § 340A.401, which prohibits the unlawful sale of alcoholic beverages.
 - (5) Minnesota Statutes, § 340A.503, subdiv. 1(2), which prohibits the underage use of alcoholic beverages, except within the household of and with the permission of the underage person’s parent or guardian, provided there is no violation of the City’s Social Host Ordinance. (See the related reference to Faribault, Minn. Ordinances, ch. 17, art. 1, §17-17, in subsection (6), below).
 - (6) The following provisions of the Faribault, Minnesota Code of Ordinances, chapter 17, article 1, §§ 17-2(1) (physical conduct only), 17-5, 17-8, 17-10–17-12, 17-17 (see related subsection (5), above), and 17-42 (except for instances where the noise is caused by a medical emergency).
 - (7) Minnesota Statutes § 609.66, prohibiting the unlawful use of a dangerous weapon.
 - (8) Minnesota Statutes, §§ 609.185–609.205, which prohibit murder and manslaughter, unless a tenant was acting in self defense or in defense of others.
 - (9) Minnesota Statutes, §§ 609.221–609.2231, which prohibit assault, unless a tenant was acting in self defense or in defense of others.
 - (10) Minnesota Statutes, §§ 609.342–609.3451, which prohibit criminal sexual conduct.
 - (11) Minnesota Statutes, § 609.52, which prohibits theft, as long as the acts constituting theft occur in the dwelling unit.
 - (12) Minnesota Statutes, §§ 609.561–609.5632, which prohibit arson.
 - (13) Minnesota Statutes, § 609.582, which prohibits burglary, but which shall not apply to acts that could also be considered shoplifting.
 - (14) Minnesota Statutes, § 609.595, which prohibits intentional damage to the property of another without their consent.
 - (15) Minnesota Statutes, § 609.50, subd. 1(2)–(4), which prohibits interference with a peace officer, firefighter, or member of an ambulance service in the performance of their official duties.
 - (16) Minnesota Statutes, § 609.713, subd. 1, which prohibits threatening to commit a violent crime with the intent to terrorize another or to cause the evacuation of a building.

- (17) Minnesota Statutes, § 609.71, which prohibits riot.
 - (18) Minnesota Statutes, § 609.226, relating to great or substantial bodily harm caused by dangerous dogs and the negligent confinement of dangerous dogs.
 - (19) Minnesota Statutes, § 609.78, which prohibits intentional interference with "911" phone calls.
 - (20) Minnesota Statutes, § 243.166, subd. 6, which ascribes punishment for violating the statute's registration requirement (Predatory Offender Registration). A tenant is not subject to this section simply because they are required to register and properly do register.
 - (21) Minnesota Statutes, § 609.229 (Crime committed for benefit of a gang).
 - (22) Minnesota Statutes, § 609.903 (Racketeering).
 - (23) Minnesota Statutes, § 609.53, which prohibits stolen property, but only if the value of the property, which must be no less than \$1,000, is such that the underlying theft would qualify as a felony.
 - (24) Minnesota Statutes, §§ 609.255 (False Imprisonment) and 609.25 (Kidnapping).
- (c) *Violations and resulting action.* Upon a determination by the Faribault Police Department that disorderly conduct has been committed on a licensed premises, as described in paragraph (a), the city shall take the following actions:
- (1) For a first instance of disorderly conduct, a notice describing the specific violation(s) will be sent to the licensee via First Class mail along with a directive for the licensee to take steps to prevent further violations. The licensee shall notify the tenant or tenants within ten (10) days of the notice of disorderly conduct violation.
 - (2) If a second instance of disorderly conduct occurs within a rolling twelve-month time period for the same tenancy, a second notice describing the specific violation(s) will be sent to the licensee via First Class Mail along with a directive for the licensee to submit a written report to the Faribault Police Department within ten (10) calendar days of receipt of the notice of disorderly use of the licensed premises which details all actions taken by the licensee in response to the previous notices of disorderly conduct on the licensed premises. The licensee shall notify the tenant or tenants within ten (10) days of the notice of disorderly conduct violation.
 - (3) If a third instance of disorderly conduct occurs within a rolling twelve-month time period for the same tenancy, the rental dwelling license for the licensed premises may be suspended, revoked or not renewed by the city. An action to suspend, revoke, or not renew a rental dwelling license under this article shall be initiated by the compliance official or designee(s) pursuant to the procedures outlined in Section 7-44 herein. The licensee shall notify the tenant or tenants within ten (10) days of the notice of disorderly conduct violation, and proceed with termination of the tenancy of all tenants occupying the unit. In addition to notice, tenants shall also have the right to request a hearing to contest the Faribault Police Department's determination that the tenant has committed disorderly conduct, which includes the ability to challenge all three determinations of disorderly conduct, pursuant to the procedure set forth in Section 7-42(f)(2).
 - (4) If the compliance official or designee(s) determines that the licensee has proceeded in good faith to secure termination of the tenancy in accordance with this subsection, but was unsuccessful for reasons beyond the licensee's reasonable control, then the licensee shall not be subject to the penalties.
 - (5) In lieu of revoking, suspending or not renewing the rental license under Section 7-44 herein, the compliance official or designee(s) may require an action plan to be completed and complied with by the licensee, manager or local agent within a designated time frame which outlines the steps

necessary to be taken and complied with in order to correct identified violations and the measures to be taken to ensure ongoing compliance with the city Code and other applicable laws.

- (d) *Determining disorderly conduct.* A determination that a licensed premises or any particular dwelling unit has been the location of a disorderly conduct violation shall be made upon a finding of fact by the Faribault Police Department by a preponderance of the evidence. It shall not be necessary that criminal charges be brought in order to support such finding, nor shall the dismissal or acquittal of such a criminal charge operate as a bar to any action under this section.
- (e) *Review of disorderly conduct determination.* Within five (5) days of being notified of an instance of disorderly conduct occurring on the licensed premises under section 7-41(c)(1) or (2), the licensee or tenant may submit information to the Faribault Police Department and seek reconsideration of the determination that disorderly conduct has occurred in the rental unit in violation of this article. The member of the Faribault Police Department who initially determined the existence of the disorderly conduct shall respond to the licensee's or tenant's request for reconsideration within ten (10) days after receipt of the request. Any determination of disorderly conduct which results in the revocation, suspension or nonrenewal of a rental license will be reviewed by the city council pursuant to the provisions of Section 7-44(e) herein.
- (f) *Notices.* All notices given by the city under this article shall be personally served on the licensee or sent by First Class Mail to the licensee's address as provided to the city. If neither method of service effects notice, the city may provide notice to the licensee by posting on a conspicuous place on the licensed premises. All notices shall include notice of the provisions of Section 7-41(j).
- (g) *Lease termination.* In addition to the licensee's responsibilities to respond to disorderly conduct as outlined herein, the licensee may also be required to terminate the tenancy of a tenant that violates the crime free/drug free lease addendum as outlined in Section 7-42 herein. No adverse license action shall be imposed by the city where the instance of disorderly conduct on the licensed premises occurred during the pendency of eviction proceedings (unlawful detainer) or within thirty (30) days of notice given by the licensee to a tenant to vacate the premises where the disorderly use was related to conduct by that tenant or by other occupants or guests of the tenant's unit. Eviction proceedings shall not be a bar to adverse license action, however, unless they are diligently pursued by the licensee. Further, an action to deny, revoke, suspend, or not renew a rental license based on violations of this article may be postponed or discontinued at any time if it appears that the licensee has taken appropriate measures which will prevent further instances of disorderly use.
- (h) *Enforcement.* Enforcement actions provided in this article shall not be exclusive, and the city may take any action with respect to a licensee, a tenant, guests, or the licensed premises as is authorized by this Code or state law.
- (i) *No retaliation for making an emergency call.* For purposes of verifying instances of disorderly conduct in violation of this section, the following are exceptions:
 - (1) An "emergency call" within the definition of Minnesota Statutes, § 609.78, subd. 3, as it may be amended from time to time, will not be considered an instance of disorderly behavior for purposes of this section where the victim and suspect are "family or household members" as defined in the Domestic Abuse Act (Minn. Stat. § 518B.01, subd. 2(b)) and where there is a report, call, or complaint of "Domestic Abuse" as defined therein.
 - (i) "Family or household members" includes spouses and former spouses; parents and children; persons related by blood; persons who are presently residing together or who have resided together in the past; persons who have a child in common regardless of whether they have been married or have lived together at any time; a man and woman if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or lived together at any time; and persons involved in a significant romantic or sexual relationship.

- (ii) "Domestic Abuse" includes the following, if committed against a family or household member by a family or household member: physical harm, bodily injury, or assault; the infliction of fear of imminent physical harm, bodily injury, or assault; or terroristic threats, criminal sexual conduct, or interference with an emergency call.
 - (2) An "emergency call" within the definition of Minnesota Statutes, § 609.78, subd. 3, as it may be amended from time to time, will not be considered an instance of disorderly behavior for purposes of this section where the call is the result of a tenant, or a member of the tenant's household, or a guest taking action to seek emergency assistance that is protected by Minnesota Statutes § 504B.205, relating to a residential tenant's right to seek police and emergency assistance.
 - (3) An "emergency call" within the definition of Minnesota Statutes, § 609.78, subd. 3, as it may be amended from time to time, will not be considered an instance of disorderly behavior for purposes of this section where the call is the result of an emergency assistance that is protected by Minnesota Statutes § 604A.04, relating to a person who is not a health care professional who acts in good faith in administering an opiate antagonist to another person whom the person believes in good faith to be suffering a drug overdose.
- (j) *Tenant Victim.* For purposes of determining disorderly conduct events triggering notice of a violation, the police department will evaluate whether the tenant is the alleged victim of the underlying disorderly conduct offense. A "Tenant Victim" is an individual who was a victim, or whose household member or guest was a victim, in whole or in part of the incidents that formed the basis of the disorderly conduct offense, including but not limited to domestic abuse as defined in Section 7-41(i)(1). Where the perpetrator is not a tenant, no notice of violation will be sent. Where the perpetrator is a tenant, the police department will note the tenant's victim status when providing notice of a disorderly conduct event to a licensee. The licensee will note any determination of a tenant-victim and will not take any action against the tenant-victim or other household occupants who did not perpetrate the offense. The notice required by Section 7-41(c) shall include notice of the provisions in this Section 7-41(j) and Minnesota Statutes § 504B.206, "Right of Victims of Violence to Terminate Lease." Any decision or related order in a proceeding imposing enforcement action pursuant to Section 7-41(c)-(h) with respect to an individual shall make a finding whether that individual is a victim and may be subject to such enforcement action under this Section 7-41(j).
- A tenant may not waive and a license holder may not require the tenant to waive the tenant's right under law to call for police or emergency assistance. This section shall not prohibit the eviction of tenants from a dwelling unit for unlawful conduct of a tenant or invitee or violation of any rules, regulations, or lease terms when such unlawful conduct or violation is unrelated to the conduct of which the tenant, or a member of the tenant's household, or guest is the victim.
- (k) *Falsely reporting violations.* No person shall report a violation of this article or city ordinance knowing or having reason to know that the report is false with the intent to affect the licensing status or inspection schedule of the licensed premises.
 - (l) *Tenant responsibilities.*
 - (1) *Access to licensed premises.* When required by Minnesota Statutes, each tenant or occupant of a rental dwelling must give the owner, agent, or authorized city official access to any part of such rental dwelling unit at reasonable times for the purpose of inspection, maintenance, repairs, or alterations as are necessary to comply with the provisions of this article.
 - (2) *Compliance with regulations.* A tenant must comply with applicable city Codes and all applicable local, state, and federal regulations. A tenant is responsible for compliance with all applicable city Code, nuisance, and violations of disorderly conduct as specified in this section that occur in the dwelling unit, including violations committed by household members or guests.

EXHIBIT E

1 **Sec. 7-42. - Crime-free housing program.**

2 (a) *Purpose.* The city council finds that repeated police calls to rental dwelling units in the city
3 related to disturbances or criminal activity have taxed law enforcement resources. The city
4 council also finds that persons residing in rental dwelling units who engage in disorderly
5 conduct or cause nuisance conditions create an unacceptable environment for others living in
6 close proximity, thereby threatening the public safety and welfare of the community. In order
7 to preserve and protect the city's neighborhoods and to promote public safety, the city council
8 enacts this section. For the purpose of this section of the city Code, the crime-free housing
9 program shall refer to the Minnesota Crime Prevention Association's Crime-Free Multi
10 Housing Program, unless otherwise indicated or amended by this section. The phases of the
11 program include, but are not limited to, the conditions set forth below.

12 (b) *Crime-free housing program overview.*

13 (1) An owner, agent or property manager of a rental dwelling in the city must comply with
14 the following components of the city's crime-free housing program:

15 (i) Attend a certified eight-hour crime-free housing course presented by the police
16 department, fire department, public housing and others, which shall include fair
17 housing training. Training will be available in English, Somali, Spanish and sign
18 language, if requested.

19 (ii) For any housing provider who previously completed the training in Section 7-
20 42(b)(i) prior to July 5, 2022, they must complete a video training (pre-recorded)
21 on conducting criminal background checks in compliance with the requirements of
22 the ordinance, as well as federal and Minnesota law. The training video is available
23 on the City's website.

24 (iii) Use a written lease which includes the crime-free/drug free housing lease
25 addendum.

26
27 (iv) Actively pursue the eviction of the tenants or termination of the lease with the
28 tenants who violate the terms of the lease and/or the crime free/drug free housing
29 lease addendum. Nothing in this provision restricts licensees from entering into
30 leases with applicants possessing a criminal history.

31 (2) It is recommended, but not required, that an owner, agent or property manager of a rental
32 dwelling conduct a criminal background check of all prospective tenants eighteen (18) years
33 and older. If an owner, agent or property manager chooses to conduct a criminal background
34 check, they must do so in compliance with Section 7-42(d).

35 (c) *Crime-free housing program training.*

36 (1) Every owner, agent, or property manager of a rental dwelling must attend a crime-free
37 housing training program that is either offered by the city or another municipality within
38 the State of Minnesota. Each owner, agent, or property manager will be charged a fee to
39 attend the crime-free housing training if attended in the City of Faribault. The owner,
40 agent, or property manager will provide the city with proof of having received such
41 training to the Faribault Police Department if it is obtained from another city or other
42 source.

(2) All new rental licenses applied for and issued after the adoption of this chapter have two (2) years from the day of license issuance for the owner, agent or property manager to attend and provide proof of completion of the crime-free housing training. Licenses may be considered for revocation, suspension or nonrenewal for failure to attend the crime-free housing training and provide proof to the Faribault Police Department within the deadlines proscribed herein.

(d) *Tenant background checks.* All licensees who choose to conduct criminal background checks on prospective tenants eighteen (18) years and older must do so in compliance with the following two-step procedure. Licensee must provide the written copy of this two-step criminal background check policy, provided by the City, to the applicant prior to accepting the application or application fee.

(1) Step One: Limited Criminal Background Screening. A licensee may conduct a limited criminal background screening either for the applicant or for all individuals age 18 and older who will reside in the rental dwelling, as long as the policy is applied to all applicants consistently. The limited criminal background screening will consider only:

- (i) Felony criminal convictions related to the following categories of offenses: (1) property offenses,¹ (2) fraud offenses,² (3) major violent offenses against persons,³ and (4) sex offenses.⁴ Any other category of offense will not be considered. These categories were identified because they involve conduct by a person whose tenancy may present a current direct threat of harm to others or the risk of substantial damage to the property of others.
- (ii) Only those felony criminal convictions in the above listed categories where the conviction occurred within the last five years.
- (iii) The property's limited criminal background screening will not consider arrests, charges, expunged convictions, convictions reversed on appeal, vacated convictions, offenses where adjudication was withheld or deferred, pardoned convictions, and sealed juvenile records for any applicant or tenant. It will not treat people differently based on whether the applicant is on probation or parole.

(2) Step Two: Individual Assessment. If an applicant is identified as having a felony criminal conviction in one of the specified categories of offenses within the five years prior to the application ("covered criminal conduct"), the property will provide an individual assessment of the applicant's current situation. The purpose of the assessment is to determine whether the applicant is able to fulfill the obligations of tenancy at the property.

¹ Property offenses include theft, burglary, vandalism, arson and other criminal damage to property.

² Fraud offenses include identify theft, use of stolen checks, writing bad checks, counterfeiting, and forgery.

³ Major violent offenses include assault, battery, and homicide.

⁴ Sex offenses include rape, taking indecent liberties with a minor, pandering, sex trafficking, and sexual battery. Not included are victimless crimes such as prostitution or solicitation.

1 (i) The property will first send a written notice to each applicant identified as having
2 covered criminal conduct that includes specific information from the background
3 check that creates a concern. The notice will inform the applicant that covered
4 criminal conduct was identified in the limited criminal background screening and
5 will invite the applicant an opportunity to provide additional information within
6 seven (7) days of receipt of the written notice for the property to consider. The
7 requested information could include, for example, letters from parole officers,
8 case workers, counselors, family members, or community organizations
9 commenting on the applicant's responsible conduct and rehabilitation efforts.
10 The form of this request letter (the "REQUEST FOR ADDITIONAL
11 INFORMATION" letter) is attached as Appendix A, and will be available on
12 Faribault's website.
13

14 (ii) Based on the information received from the applicant, as well as the information
15 provided by the property's criminal background screening provider, the property
16 will then conduct an individual assessment of each applicant identified as having
17 covered criminal conduct. The property will consider all applicants equally and
18 render decisions in a fair and consistent manner. The property will consider the
19 following factors in determining whether to approve or reject the application:

- 20 (1) The facts or circumstances surrounding the criminal conduct;
- 21 (2) The age of the applicant at the time of the occurrence of the criminal
22 offense;
- 23 (3) Evidence of a good tenant or employment history before or after the
24 conviction or conduct;
- 25 (4) Evidence of rehabilitation efforts;
- 26 (5) The time that has elapsed since the occurrence of the conduct;
- 27 (6) Any information about the applicant that indicates good conduct since the
28 offense occurred;
- 29 (7) Whether the conduct/conviction arose from the applicant's status as a
30 survivor of domestic violence, sexual assault, stalking, or dating violence;
- 31 (8) Whether the conduct/conviction arose from an applicant's disability,
32 including mental illness; and
- 33 (9) Any other information related to whether the applicant's specific criminal
34 history creates the potential that the property's current residents,
35 employees, or property will be exposed to a heightened risk of crime.
36

37 (3) If an applicant does not provide information for the property's consideration within seven
38 (7) days of the date of receipt of the "REQUEST FOR ADDITIONAL INFORMATION"
39 letter, the property will assess the applicant based upon available information obtained during
40 the application process, including the information received from the property's credit and
41 criminal background screening provider.
42

43 (4) If, after the individual assessment described above, the property decides to reject an
44 applicant, then on the day of such determination, the property will send to the applicant a
45 "CRIMINAL BACKGROUND ADVERSE ACTION LETTER in the form attached hereto
46 as Appendix B.

1
2 **(5) Record-Keeping Requirements**

3 (i) Licensees will retain for three years after receipt of an application for rental
4 housing, and make available to the City and its designees upon request, the
5 following information: all rental applications; the criminal records associated with
6 those applications; letters between the landlord and applicant; the rental decision
7 for that applicant; and the basis for that decision, to the extent allowed by state
8 and federal law.

9
10 (ii) Licensees must make these records available to the City, upon request by the City.
11

12 (e) *Crime-free/drug-free housing lease addendum requirements.* All tenant leases for rental
13 units governed by this article shall contain the crime-free/drug-free housing lease addendum.
14 The crime-free/drug-free housing lease addendum provisions are in addition to all other terms
15 of the lease and do not limit or replace any other provisions. These lease provisions shall be
16 incorporated into every new and renewed lease for a tenancy. The lease addendum shall
17 contain the following "crime-free/drug-free" language or language that is the contractual and
18 legal equivalent as follows:

19 (1) Tenant, any members of the tenant's household or a guest shall not engage in drug-related
20 illegal activity, in the said premises or in the common area or curtilage of the premises.
21 "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase,
22 use or possession with intent to manufacture, sell, distribute, or use of a controlled
23 substance, as defined by Minnesota. Statute 152.01, subdivision 4.

24 (2) Tenant, any members of the tenant's household or a guest will not permit the dwelling to
25 be used for, or to facilitate drug-related illegal activity, regardless of whether the
26 individual engaging in such activity is a member of the household.

27 (3) Tenant, any members of the tenant's household or a guest, shall not engage in acts of
28 violence, that is, behavior involving physical force intended to hurt, damage, or kill
29 someone or something.

30 (4) Violation of the above provisions shall be a material violation of the lease and good cause
31 for termination of tenancy. A single violation of any of the provisions of this agreement
32 shall be deemed a serious violation and material noncompliance with the lease. Tenants
33 shall have the right to contest any determination that they have violated the above
34 provisions.

35 (5) Non-exclusive remedies. The crime-free/drug free provisions are in addition to all other
36 terms of the lease and do not limit or replace any other provisions.

37 (f) *Crime-free housing violations.*

38 (1) Upon determination by the Faribault Police Department by a preponderance of the
39 evidence that a licensed premises or dwelling unit within a licensed premises was used in
40 violation of the crime-free/drug-free lease provisions of this subchapter, the police

department shall cause notice to be made to the owner, agent, or property manager of the violation. If the violation of the crime-free/drug-free lease addendum committed on the licensed premises would rise to the level of a felony charge under state or federal law, the police department shall cause notice to be made to the owner, agent, or property manager to proceed with termination of the tenancy of all tenants occupying the unit, except for a "Tenant Victim" as described in Section 7-41(j). If the violation of the crime-free/drug-free lease addendum committed on the licensed premises would rise to the level of a misdemeanor or gross misdemeanor charge under applicable law, the police department may cause notice to be made to the owner, agent, or property manager to proceed with termination of the tenancy of all tenants occupying the unit if the violation threatens the peaceful enjoyment or safety of any other resident or neighbor to the premises, except for a "Tenant Victim" as described in Section 7-41(j).

- (2) Written notice, hearing. Any determination by the police department for the termination of tenant's lease based on a violation of the crime free/drug free lease provisions shall be preceded by written notice to the licensee of the grounds therefore. The licensee, agent, or property manager shall notify the tenant or tenants in writing within ten (10) days of the notice of violation of the crime free/drug free lease language and advise the tenant(s) of the termination of the tenancy as directed by the police department. The licensee and the tenant will be given an opportunity to challenge the determination at a hearing conducted before the city council prior to termination of the tenancy by the licensee. The licensee or tenant shall request the hearing within twenty (20) days after receipt of the police department's notification of the termination of the tenancy.

In the event a hearing is requested by the licensee or tenant, a determination that a licensed premises or any particular dwelling unit has been the location of a violation of the crime-free/drug-free lease addendum shall be made upon a finding of fact by the city council by a preponderance of the evidence. It shall not be necessary that criminal charges be brought in order to support such finding, nor shall the dismissal or acquittal of such criminal charge operate as a bar to any action under this section. Upon completion of the hearing, the city council shall issue a decision to either uphold or reverse the determination of the police department to terminate the tenancy only upon written findings and notice to the licensee and the tenant.

In the event a hearing is not requested by the licensee or the tenant, the licensee, agent, or property manager shall notify the tenant or tenants within twenty (20) days of the notice of violation of the crime free/drug free lease language and advise the tenant(s) of the termination of the tenancy as determined by the licensee.

- (3) The licensee shall not enter into a new lease with an evicted tenant (or with a tenant whose tenancy was otherwise terminated for violating the crime-free/drug-free lease language) for a period of one year after the eviction or lease termination for a rental dwelling unit that is owned or operated by the licensee in the city.
- (4) If the Faribault Police Department determines that the licensee or agent has proceeded in good faith to secure termination of the tenancy in accordance with this subsection, but was unsuccessful for reasons beyond the owner or agent's reasonable control, then the licensee shall not be subject to the penalties.

- 1 (5) Any person who violates any part of this article, upon conviction thereof shall be guilty
2 of a misdemeanor, punishable in accordance with state law which may include up to
3 ninety (90) days in jail. Nothing in this article however is deemed to limit other remedies
4 or civil penalties available to the city under city Code or state law. Each day that a
5 violation continues is deemed a separate punishable offense.
- 6 (6) Tenant remedies. Nothing in this article limits a tenant's rights or remedies under the
7 terms of the lease or other applicable law.

EXHIBIT F

APPENDIX A

REQUEST FOR ADDITIONAL INFORMATION ON CRIMINAL BACKGROUND

[Date]

Dear [Applicant Name],

Thank you for your recent application to [insert housing complex or address].

A limited criminal background check has indicated that you have been convicted of the following felony(ies) within the last five years:

- [CONVICTION(S)]

This limited criminal background check was provided by [insert provider of criminal screening results]. If you believe this information to be incorrect, you may contact [insert provider of criminal screening results], which can be reached at [ADDRESS] or by phone at [PHONE NUMBER]. We encourage you to contact [insert provider of criminal screening results] to request a free copy of the criminal background report. If any discrepancies exist, you may open a dispute with [insert provider of criminal screening results].

You may also submit documentation to [insert licensee] at [EMAIL ADDRESS/MAILING ADDRESS] that establishes that an expunged conviction, a conviction overturned on appeal, or sealed juvenile records erroneously appeared. Such information will not be considered in the criminal background screening process.

If you do not believe that the criminal background check was in error and you have been convicted of the above listed felony(ies) within the last five years, [insert licensee] will consider whether to withdraw your conditional offer based on an individualized consideration of the following factors: (a) the facts or circumstances surrounding the criminal conduct; (b) your age at the time of the crime; (c) evidence of a good tenant and employment history; (d) evidence of rehabilitation efforts; (e) the time that has elapsed since the occurrence of the conduct; (f) any information about you that indicates good conduct since the offense occurred; and (g) any other factors related to whether your specific criminal history poses a threat to the safety and security of [insert licensee]'s residents and associates or to the property. **No single factor will be outcome determinative.**

To facilitate this evaluation, we are requesting that you provide us with any additional information that you would like us to consider. Please contact us at the number below and/or return this form by email to [EMAIL ADDRESS] or addressed to [MAILING ADDRESS] with any additional information.

If you would like us to consider additional information, please provide us with any of the following information (as applicable) **within seven (7) days of receipt of this letter:**

- the date(s) of the conviction(s);
- your age when the conduct occurred;
- the specific crime(s) of which you have been convicted;
- the facts and circumstances of the criminal conduct;
- any rehabilitation efforts that you have undertaken;
- any evidence of proof of employment;

- any evidence of good rental history;
- letters of recommendation from case workers, counselors, therapists, probation/parole officers, community organizations, family members, employers, or teachers commenting on your responsible conduct and rehabilitation efforts (each letter is important);
- certificate of completion of a treatment program relevant to the conduct underlying the conviction;
- certificate of completion of an employment or vocational training program; and
- any additional relevant information that you would like [insert licensee]to consider.

Providing this information does not guarantee that your application will be approved.

If you do not provide the information requested in this letter within the seven (7) day period referenced above, we will conduct our assessment based solely on the information obtained in the application process, including the information received from [insert licensee]'s criminal background screening provider.

Sincerely,

[NAME]

[CONTACT INFORMATION]

APPENDIX B
CRIMINAL BACKGROUND ADVERSE ACTION LETTER

[Date]

Dear [Applicant Name],

Thank you for your recent application to [insert licensee].

We have reviewed your application and conducted an individualized assessment based on the following information:

- ☐ Information contained in consumer report(s) obtained from or through [insert provider of credit screening results, if any], which may include credit or consumer information from one or more credit bureaus or consumer reporting agencies;
- ☐ Information contained in the limited background check⁶ conducted by [insert provider of criminal screening results];
- ☐ All of the information that you provided to us in response to our Request for Additional Information on Criminal Background, dated [Date of Reply to Request for Additional Information]. This information included: [LIST INFORMATION PROVIDED BY APPLICANT].
- ☐ Other: _____

[IF APPLICANT DID NOT PROVIDE INFORMATION IN RESPONSE TO LETTER: You did not provide any additional information to us in response to our Request for Additional Information on Criminal Background, dated [Date of Request]. Accordingly, we reviewed only available information obtained during the application process, including the information received from [insert licensee credit and criminal background screening provider].

Based on this individualized assessment, at this time, we are withdrawing our conditional offer to rent a unit at [insert licensee] because [description of the outcome of individualized review].

Sincerely,

[NAME]

⁶ The limited criminal background screening only considered the following category of felony offenses in which the conviction occurred within five years prior to the application: (1) property offenses, (2) fraud offenses, (3) major violent offenses against persons, and (4) sex offenses. Any other category of offense was not considered. These categories were identified because they involve conduct by a person whose tenancy may present a current direct threat of harm to others or the risk of substantial damage to the property of others.

[APPLICANT CONTACT INFORMATION]

NOTICE OF RIGHTS

You have certain rights under federal and state law with respect to your consumer report.

If any person takes adverse action based in whole or in part on any information contained in a consumer report or credit report, you have the right to a disclosure of the information in your consumer file from the agency that provided such information, if you make a written request to them and provide proper identification within sixty (60) days of receiving this denial. The federal Fair Credit Reporting Act (FCRA) also provides that you are entitled to obtain from any nationwide credit reporting agency or credit bureau a free copy of your report in any twelve-month period. You have the right to directly dispute with the consumer reporting agency and/or credit bureau the accuracy and completeness of any information furnished by that agency or bureau and to provide a consumer statement describing your position if you dispute the information in your consumer file.

EXHIBIT G

RIGHTS OF RENTAL HOUSING APPLICANTS IN FARIBAULT

CAN FARIBAULT HOUSING PROVIDERS CONDUCT CRIMINAL BACKGROUND CHECKS?

Criminal background checks are optional, but recommended by the City. Any criminal screening of applicants must comply with a two-step individualized assessment which limits the types of criminal records that can be considered. It also requires that housing providers provide notification to the applicant of exactly what criminal records will be considered, and that housing providers conduct an individualized assessment, including any additional information the applicant provides.

WHAT IS THE INDIVIDUALIZED ASSESSMENT FOR RENTAL APPLICANTS?

The individualized assessment has two steps: (1) a limited criminal background screen of the applicant or all individuals age 18 and older who will reside in the rental dwelling; and (2) individual assessment of the rental applicant or persons found to have a felony criminal conviction for an offense in the specified categories within the 5 years prior to the application.

Step One: Criminal Screening is Limited

- The criminal background screening only considers the following categories of felony offense convictions that occurred within the 5 years prior to your rental application: (1) property offenses; (2) fraud offenses; (3) major violent offenses against persons; and (4) sex offenses.
- Any felony convictions within the last 5 years that fall in any other category of offense cannot be considered.
- Felonies from more than 5 years ago cannot be considered regardless of the category of offense.
- Misdemeanors or arrests from any time cannot be considered, regardless of the category of offense.

Step Two: Notice, Accuracy of Report, & Individualized Assessment

- If a landlord conducts a criminal background check and the report shows that you have been convicted of one or more of the covered felonies in the last 5 years, the landlord must provide you notice by the “REQUEST FOR ADDITIONAL INFORMATION” letter: [\[LINK\]](#).

Notice and Accuracy of Criminal Background Report

- You have the right to contact the criminal screening provider to request a free copy of your criminal background report.
- If you believe the information on your criminal background report is incorrect, you have the right to contact the criminal screening provider to open a dispute to correct the report.
- If the prior conviction has been (1) expunged; (2) overturned on appeal; or (3) sealed as a juvenile record, you have the right to submit supporting documentation to the housing provider, and the conviction will not be considered in the criminal background screening process.

Individualized Assessment

- You have the right to provide the housing provider with any additional information you would like to be considered with your rental application within 7 days of receiving the “REQUEST FOR ADDITIONAL INFORMATION” letter.
- If you do not provide additional information within 7 days of receiving the letter, the assessment will be conducted solely on the information obtained in the application process and information received from the criminal background screening provider.
- The landlord will consider your application based on an individualized consideration of the following factors (no single factor will be outcome determinative):

- a) Facts and circumstances surrounding the criminal conduct;
- b) Your age at the time of the crime;
- c) Evidence of a good tenant and employment history;
- d) Evidence of rehabilitation efforts;
- e) Time elapsed since the occurrence of the conduct;
- f) Any information about you that indicates good conduct since the offense occurred;
- g) Whether that conviction arose from the applicant's status as a survivor of domestic violence, sexual assault, stalking or dating violence, or because of a disability such as mental illness;
- h) Any other factors related to whether your specific criminal history poses a threat to the safety and security of neighboring residents and associates, or to the property.

WHAT IS THE MAXIMUM NUMBER OF PEOPLE WHO CAN LIVE IN A RENTAL UNIT?

- The maximum occupancy of a rental unit is determined by either the (1) *Square footage standard* which requires every bedroom to contain at least 70 square feet and every bedroom occupied by more than one person to contain at least 50 square feet of floor area for each occupant; or (2) *Headcount standard* which requires that the total number of occupants in the rental dwelling does not exceed 2 times the number of legal bedrooms plus one.
- In applying either standard, occupants under the age of 2 years are not included in the calculations.
- Whichever standard allows the greatest number of occupants for a given rental unit will govern the standard for that dwelling.

WHAT SHOULD I DO IF I BELIEVE I HAVE BEEN TREATED UNLAWFULLY?

Get Help Now!

HOME Line (free legal help for renters)

For English, call (612) 728-5767

Af- Soomaali wac (612) 255-8860

Para Español, llame al (612) 255-8870

Hais lus Hmoob, Hu (612) 255-7104

Website: <https://homelinemn.org/form-letters/>
has online form

Southern Minnesota Regional Legal Services (SMRLS)

Phone: (888) 575-2954

Website: smrls.org has online form

Somali Community Resettlement Services (SCRS)

Phone: (507) 384-3553

<https://somalcrs.org/contact-us>

File a Complaint

Minnesota Department of Human Rights (MDHR)

Phone: (651) 539-1100

Toll-free: (800) 657-3704

<https://mn.gov/mdhr/intake/consultationinquiryform/>

U.S. Department of Housing and Urban Development (HUD) - Minneapolis Field Office

Phone: (612) 370-3000

https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint

Minnesota Attorney General's Office

Phone: (651) 296-3353

Toll-free: (800) 657-3787

www.ag.state.mn.us/Office/Complaint.asp

EXHIBIT H

Public Notice of Changes to the City’s Rules Concerning Rental Housing

This notice summarizes the changes in the City’s Rental Licensing Ordinance [insert ordinance number] available at [link], including additional protections for renters. As with each and every requirement in the Ordinance, housing providers are subject to civil and/or criminal enforcement action for non-compliance.

Criminal background checks are now optional, but recommended by the City. Any criminal background check must follow a two-step process that provides protections for tenants with criminal histories. This process is intended to ensure applicants are not unfairly excluded from housing due to prior involvement in the criminal justice system, which does not indicate a demonstrable risk to resident safety and/or property.

Step One: Criminal Screening is Limited

- The Ordinance limits what portions of a criminal record may be considered in a housing application.
- Specifically, when conducting a criminal background screening, housing providers can only consider felony convictions within 5 years of the rental application that fall within the following specified categories: (a) property offenses, (b) fraud offenses, (c) major violent offenses against persons, and (d) sex offenses. A conviction that meets these specifications is considered a “covered criminal conviction.”
- Housing providers are barred from conducting criminal background screens of children (anyone below the age of 18) who will reside in the rental dwelling.
- Any felony convictions within the last 5 years that fall in any other category of offense cannot be considered.
- Felonies from more than 5 years ago cannot be considered regardless of the category of offense.
- Misdemeanors from any time cannot be considered, regardless of the category of offense.
- Arrests from any time cannot be considered, regardless of the category of offense.

Step Two: Individualized Assessment

Rental applicants and other prospective tenants with potentially disqualifying felony convictions from within the past 5 years cannot be automatically denied housing based on their criminal record. The Ordinance also requires housing providers to conduct an individualized assessment of whether the individual would be a good tenant, despite their record.

If a housing provider conducts a criminal background check that shows an applicant has been convicted of one or more felonies in specified categories in the last 5 years, the housing provider must do all of the following:

1. Inform the applicant that covered criminal conduct was identified and invite the applicant to provide additional information for the housing provider to consider as part of the individualized assessment;
2. Give the applicant 7 days from the date of the receipt of the notice letter to provide additional information, such as letters from personal references showing responsible conduct and rehabilitation efforts; and

3. Conduct an individualized assessment, using all information provided, to determine whether the rental applicant would be a good tenant. Unless the tenant poses a risk to the property or to the personal safety of other tenants, the rental application should be approved.

Housing providers must maintain (1) the rental applications; (2) the criminal records associated with those applications; (3) letters between the landlord and applicant; (4) the rental decision for that applicant; and (5) the basis for that decision for three years after receipt of an application for rental housing. These records are subject to inspection by the city, and upon reasonable basis to believe a licensee is violating the Ordinance, such as by receipt of a complaint, the city will investigate and take appropriate action.

Housing providers must also provide to all applicants a notice of their rights before accepting their applications. Additional information about what is considered as part of the individualized assessment, examples of what types of information applicants may choose to submit to housing providers as part of the individualized assessment, and the right to challenge an inaccurate criminal background report is available in the notice, [Rights of Rental Housing Applicants in Faribault](#): <[link here]>.

LANDLORD CERTIFICATION

Housing providers must certify that they are in compliance with the revised Rental Licensing Ordinance each time they renew their licenses. Every application for a license must contain three certifications, sworn under penalty of perjury, by the licensee that (1) they understand they are not required to conduct a criminal background check on prospective tenants, and if they choose to conduct criminal background checks of rental applicants they must only do so in compliance with the revised policy; (2) they completed the training video; and (3) they are maintaining and/or will maintain records.

NARROWED LIST OF WHAT CONSTITUTES “DISORDERLY CONDUCT”

The City has narrowed the list of offenses that may constitute “disorderly conduct” under Sec 7-41(b) of the Ordinance.

- The number of subsections has been decreased from 33 to 24, eliminating unrelated and duplicative offenses.
- Specific subsections have been narrowed further, e.g.:
 - Now only specific subsections of Chapter 17, Faribault City Code of Ordinances, can apply. Previously, conduct covering the entire chapter could subject tenants to potential eviction.
 - Alleged ‘disorderly conduct’ must occur on/in the rental dwelling to warrant a citation. Sec. 7-41(a).
 - Alleged ‘disorderly conduct’ is limited to only the offenses listed in Sec. 7-41(b). Previously, the range of offenses spanned not just those specified in Sec. 7-41(b) but potentially others that were not referenced in the section.

NUMBER OF PEOPLE WHO CAN RESIDE IN A SINGLE RENTAL DWELLING

In order to clarify any confusion regarding the City's limits on how many people can live in a rental dwelling, the City has clarified the Ordinance. To be clear: Children under the age of 2 do not count towards the occupancy limit.

The City requires housing providers apply one of the two standards for occupancy:

1. Square Footage Standard: The first occupancy standard is based on the number of square feet in each bedroom ("square footage standard"). Each bedroom must be of at least 70 square feet in size (roughly a few feet larger than two standard queen size beds). If multiple people share a bedroom, the bedroom must provide for at least 50 square feet per person. For example, if four people over the age of 2 share a bedroom, that bedroom must be at least 200 square feet in size.
2. Headcount Standard: The second occupancy standard is based on the total number of people in the rental dwelling compared to the number of legal bedrooms in that dwelling ("headcount standard"). The number of occupants in a dwelling can be up to two times the number of legal bedrooms, plus one person. For example, a household with three legal bedrooms can house up to seven household members over the age of 2.

EXPANDED DUE PROCESS AND APPEAL RIGHTS FOR TENANTS

- The law now provides that tenants, as well as licensees, may submit information to the Police Department and seek reconsideration of the determination that a first or second instance of disorderly conduct has occurred in the rental unit, within five (5) days of being notified.
- Tenants have the right to request a hearing to contest the Police Department's determination that the tenant has committed three instances of disorderly conduct in a twelve-month period, which includes the ability to challenge all three determinations of disorderly conduct and have that determination reviewed by the city council.
- Tenants accused of violating the crime-free/drug-free lease addendum, as well as licensees, have the right to request a hearing before the City Council within twenty (20) days of receiving notification of the termination of their tenancy. This hearing gives tenants (and housing providers) the opportunity to challenge the determination and prevent an eviction.

PREVENTING EVICTIONS OF SURVIVORS OF DOMESTIC ABUSE

Housing providers cannot evict tenants or otherwise take adverse action against tenants because they have sought support against domestic abuse. Minn. Stat. § 504B.205.

- Tenant victims' reports, emergency calls, or complaints regarding potential domestic abuse cannot be used as a basis for a "disorderly conduct" violation against the tenant victim.
- The definition of a "tenant victim" includes an individual who was a victim of the incidents that formed the basis of the disorderly conduct offense, as well as an individual whose household member or guest was a victim of such events.
- The definition of "domestic abuse" includes the following, "if committed against a family or household member by a family or household member":
 - Physical harm, bodily injury, or assault;

- The infliction of fear of imminent physical harm, bodily injury, or assault;
- Terroristic threats;
- Criminal sexual conduct; or
- Interference with an emergency call.

CRIME-FREE/DRUG-FREE LEASE ADDENDUM

Going forward, the existing lease addendum is obsolete and must be replaced by the new lease addendum.

ADDITIONAL RIGHTS OF TENANTS IN FARIBAULT, MINNESOTA

For a fuller description of your rights as a tenant in Faribault, see [Rights of Rental Housing Applicants in Faribault](#): <[link here]>. This document includes contact information for government agencies and local organizations that can help you if you believe your rights as a tenant have been violated.

To obtain information about how to request FREE copies of your own consumer/credit report and criminal background report, go to <[link here to Appendix B on Faribault website]>.

EXHIBIT I

Responsibilities of Housing Providers in Faribault, Minnesota

This notice summarizes the City's housing providers' updated responsibilities in light of changes to Chapter 7 of the City Code.

Criminal background checks are now optional, but recommended by the City. Any criminal background check must follow a two-step process to ensure applicants are not unfairly excluded from housing due to prior involvement in the criminal justice system, which does not indicate a demonstrable risk to resident safety and/or property.

Step One: Limited Criminal Screening

- The revised Rental Licensing Ordinance (Ordinance) limits what portions of a criminal record may be considered in a housing application.
- Specifically, when conducting a criminal background screening, housing providers can only consider felony convictions within 5 years of the rental application that fall within the following specified categories: (a) property offenses, (b) fraud offenses, (c) major violent offenses against persons, and (d) sex offenses. A conviction that meets these specifications is considered a "covered criminal conviction."
- Housing providers are barred from conducting criminal background screens of children (anyone below the age of 18) who will reside in the rental dwelling.
- Any felony convictions within the last 5 years that fall in any other category of offense cannot be considered.
- Felonies from more than 5 years ago cannot be considered regardless of the category of offense.
- Misdemeanors from any time cannot be considered, regardless of the category of offense.
- Arrests from any time cannot be considered, regardless of the category of offense.
- Tenants may challenge the accuracy of their criminal record.

Step Two: Individualized Assessment

Rental applicants and other prospective tenants with a record of a "covered criminal conviction" cannot be automatically denied housing based on their criminal record. The Ordinance also requires housing providers to conduct an individualized assessment of whether the individual would be a good tenant, despite their record.

If a housing provider conducts a criminal background check that shows an applicant has been convicted of one or more felonies in specified categories in the last 5 years, the housing provider must do all of the following:

1. Inform the applicant using the "REQUEST FOR ADDITIONAL INFORMATION" letter template, provided by the City. This will inform the applicant that covered criminal conduct was identified in the limited criminal background screening and will invite the applicant to provide additional information about the applicant for the housing provider to consider.
2. Give the applicant 7 days from the date of receipt of the notice letter to provide additional information, such as letters from personal references showing responsible conduct and rehabilitation efforts; and

3. Conduct an individualized assessment, using all information provided, to determine whether the rental applicant would be a good tenant. Unless the tenant poses a risk to the property or to the personal safety of other tenants, the rental application should be approved. Housing providers must consider whether factors laid out in the City Code at Sec. 7-42(d)(2)(i), including the following, weigh in favor of offering a tenancy:
 - a. Facts and circumstances surrounding the criminal conduct;
 - b. Prospective tenant's age at the time of the crime;
 - c. Evidence of good tenant and employment histories;
 - d. Evidence of rehabilitation efforts;
 - e. Amount of time elapsed since the offense occurred;
 - f. Any information that indicates good conduct since the offense occurred;
 - g. Whether that conviction arose from the applicant's status as a survivor of domestic violence, sexual assault, stalking or dating violence, or because of a disability such as mental illness; and
 - h. Any other factors related to whether the prospective tenant's *specific* criminal history poses a threat to either the safety and security of neighboring residents and associates or to the property.

Housing providers must maintain the following records for three years after receipt of an application for rental housing: the rental applications; the criminal records associated with those applications; letters between the landlord and applicant; the rental decision for that applicant; and the basis for that decision. These records are subject to inspection by the City. If there is a reasonable basis to believe a licensee is violating the Ordinance, such as by receipt of a complaint, the City will investigate, which may include sharing records with a third-party non-profit organization, and take appropriate action. *See* Sec. 7-42(d)(5). Housing providers must also provide a "RIGHTS OF RENTAL HOUSING APPLICANTS IN FARIBAULT" notice to all applicants before accepting their applications. *See* attached the notice of rights for applicants.

LANDLORD CERTIFICATION

Housing providers must certify that they are in compliance with the Ordinance each time they renew their licenses. Every application for a license must contain three certifications, sworn under penalty of perjury, by the licensee that (1) they understand they are not required to conduct a criminal background check on prospective tenants, and if they choose to conduct criminal background checks of rental applicants they must only do so in compliance with the revised policy; (2) they completed the training video; and (3) they are maintaining and/or will maintain records. *See* Sec. 7-38(c)(2).

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- The Ordinance now provides tenants, as well as licensees, the opportunity to submit information to the Police Department to seek reconsideration of the determination that a first or second instance of disorderly conduct has occurred in the rental unit, within five (5) days of being notified.
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- Tenants accused of violating the crime-free/drug-free lease addendum, as well as licensees, have the right to request a hearing before the City Council within twenty (20) days of receiving notification of the termination of their tenancy. This hearing gives tenants (and housing providers) the opportunity to challenge the determination and prevent an eviction.

PREVENTING EVICTIONS OF SURVIVORS OF DOMESTIC ABUSE

Housing providers cannot evict tenants or otherwise take adverse action against tenants because they have sought support against domestic abuse. Minn. Stat. § 504B.205.

- Tenant victims' reports, emergency calls, or complaints regarding potential domestic abuse cannot be used as a basis for a "disorderly conduct" violation against the tenant victim. *See* Sec. 7-41(i).
- The definition of a "tenant victim" includes an individual who was a victim of the incidents that formed the basis of the disorderly conduct offense, as well as an individual whose household member or guest was a victim of such events. *See* Sec. 7-41(j).
- The definition of "domestic abuse" includes the following (*see* Sec. 7-41(i)), "if committed against a family or household member by a family or household member":
 - Physical harm, bodily injury, or assault;
 - The infliction of fear of imminent physical harm, bodily injury, or assault;
 - Terroristic threats;
 - Criminal sexual conduct; or
 - Interference with an emergency call.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: June 14, 2022
SUBJECT: Resolution 2022-124 Approve Plans & Specification and Establish Bid Date for 2022 Prairie Ridge Park Improvements - Contract 2022-09

Background:

The attached resolution approves the plans and specifications and establishes a bid date for the 2022 Prairie Ridge Park Improvements, Contract 2022-09.

The City's adopted 2022-2026 Capital Improvement Plan included \$100,000 for the regrading and park improvements at Prairie Ridge Park. Improvements to Prairie Ridge Park were included in the Journey to 2040 Parks Trails and Open Space Plan and the specific improvements to the park have been refined over the last couple of years. In 2020, a multi-use trail was constructed around the perimeter of the park and in 2021 many trees were planted along the inside of the trail and playground equipment was also ordered in 2021, but due to the pandemic, delivery of the equipment has been delayed until the summer of 2022.

The proposed improvements associated with City Contract 2022-09 include regrading the entire parkland inside of the new trail to provide a smooth usable green space and the construction of a rain garden to help with drainage and provide natural pollinator habitat. Note an open-field play area large enough to accommodate a regulation football or soccer field is shown, as well as a small baseball/teeball field, but it is not intended at this time to actually stripe the fields and the baseball field will be all turf (no aggregate infield). These fields are shown simply for reference to scale. The current plans also include a bid alternative to construct phase 1 of the proposed parking lot. Future phases for the park include a space reserved for a basketball court and picnic shelter and, if needed, an expansion of the parking lot.

The resolution also establishes a bid date of July 6, 2022.

Recommendation:

Approve Resolution 2022-124 Approve Plans & Specification and Establish Bid Date for 2022 Prairie Ridge Park Improvements - Contract 2022-09

Attachments:

1. Resolution 2022-124 Approve Plans & Specification and Establish Bid Date for 2022 Prairie Ridge Park Improvements - Contract 2022-09
2. 2022 Proposed Prairie Ridge Park Improvements

CITY OF FARIBAULT

RESOLUTION #2022-124

**APPROVE PLANS & SPECIFICATION AND ESTABLISH BID DATE FOR 2022
PRAIRIE RIDGE PARK IMPROVEMENTS - CONTRACT 2022-09**

WHEREAS, the Journey to 2040 Park, Trails and Open Space Plan identified Prairie Ridge Park as

WHEREAS, the project includes removals, storm sewer construction, grading, aggregate base, sidewalk replacement, bituminous paving, turf restoration and related improvements.

WHEREAS, the total cost of the improvements is estimated to be \$100,000.00, and;

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

NOW, THEREFORE BE IT RESOLVED, plans and specifications for the proposed 2022 Prairie Ridge Park Improvements - Contract 2022-09, prepared by the City Engineering Department, are hereby approved.

ALSO, BE IT RESOLVED, a bid opening date of July 6, 2022 is hereby established for the 2022 Prairie Ridge Park Improvements - Contract 2022-09

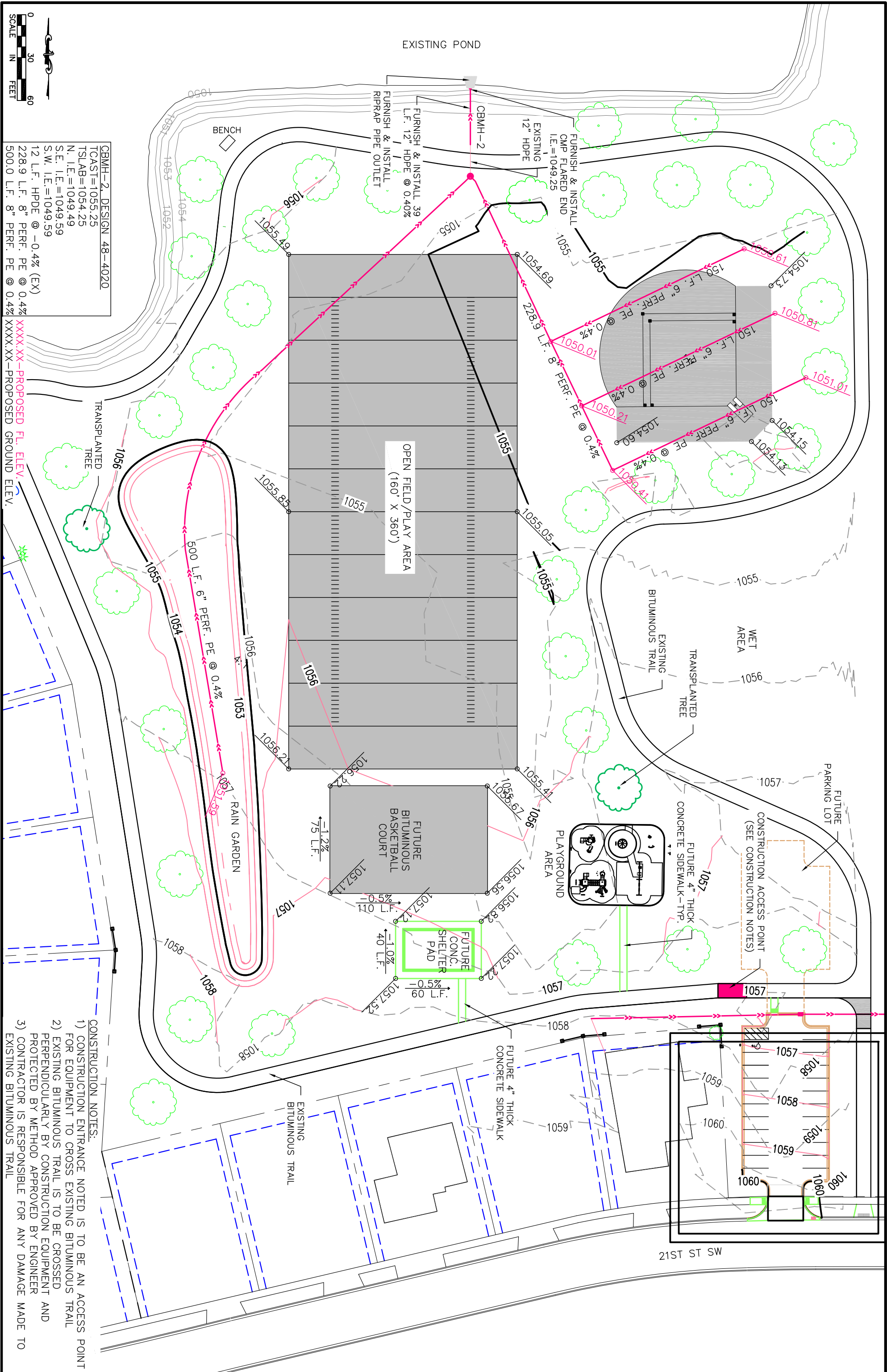
Date Adopted: June 14, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



CBMH-2, DESIGN 48-4020
TCAST=1055.25
TSLAB=1054.25
N. I.E.=1049.49
S.E. I.E.=1049.59
S.W. I.E.=1049.59
12 L.F. HPDE @ -0.4% (EX)
228.9 L.F. 8" PERF. PE @ 0.4%
500.0 L.F. 8" PERF. PE @ 0.4% XXXX.XX-PROPOSED GROUND ELEV.

TRANSPLANTED TREE
RAIN GARDEN
BENCH
EXISTING POND
WET AREA
FUTURE LOT
CONSTRUCTION ACCESS POINT (SEE CONSTRUCTION NOTES)
FUTURE 4" THICK CONCRETE SIDEWALK-TYP.
PLAYGROUND AREA
FUTURE CONC. SHELTER PAD
FUTURE BITUMINOUS BASKETBALL COURT
OPEN FIELD/PLAY AREA (160' X 360')

CONSTRUCTION NOTES:
1) CONSTRUCTION ENTRANCE NOTED IS TO BE AN ACCESS POINT FOR EQUIPMENT TO CROSS EXISTING BITUMINOUS TRAIL
2) EXISTING BITUMINOUS TRAIL IS TO BE CROSSED PERPENDICULARLY BY CONSTRUCTION EQUIPMENT AND PROTECTED BY METHOD APPROVED BY ENGINEER
3) CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE MADE TO EXISTING BITUMINOUS TRAIL



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community and Economic Development Director
MEETING DATE: June 14, 2022
SUBJECT: Resolution 2022-127 Approve Variances to Allow Construction of a New Garage to Exceed Permitted Square Footage and Height at 2518 14th Street NE

Background:

Benjamin Jirik is seeking variances and a Conditional Use Permit for a garage that would exceed permitted square footage and height for residential accessory structures in the TUD Transitional Urban Development District at 2518 14th Street NE. The parcel is about 4.6 acres in area, approximately 220 feet wide and 880 feet deep. Mr. Jirik seeks to build a 1,200 SF garage that is 18.5' tall located on the site of the previous garage. There was previously a 960 SF garage located on the property, however it collapsed from wind damage during renovations in 2021.

The Unified Development Ordinance limits residential accessory structures to 1080 square feet with a conditional use permit. The ordinance limits building height for this structure to 16 feet, measured mid-point between the top plate and the ridge of the roof. The ordinance does not provide for larger accessory structures on larger lots in the city. All residential uses are subject to the same accessory building limits, no matter the lot size.

The Planning Commission at its meeting of June 6, 2022, after proper notice, held a public hearing regarding this matter. The City received an email from one of the adjoining owners to offer comments for the public record. The neighboring owner requested that trees be planted along the west property line to screen the site. Mr. Jirik responded that he had planted 27 blue spruce trees along the west line within the past few years. The Development Review Committee had presented a report recommending against the variances because it did not meet all of the required findings listed in the ordinance. The Planning Commission

disagreed, and determined that the variances should be approved. They noted that in 2002, the City had approved a 2000 square foot accessory structure on a similar sized property adjoining the subject site to the east. The Commissioners recognized that this area was rather rural in character. They determined that these factors and the extra large size of this lot justified approval of the requested variances in this case.

The Planning Commission by a 5-0 vote approved findings in support of the variances requested in this case and they recommend City Council Approval of the Variances for a Residential Accessory Structure of 1200 square feet and a height of 18.5 feet tall measured at the mid-point between the top plate of the wall and the roof ridge as requested.

Recommendation:

Adopt Resolution 2022-127 approving variances as proposed for a residential accessory structure of 1200 square feet in area and 18.5 feet in height at 2518 14th Street NE

Attachments:

1. Resolution 2022-127 Approving Variances for Oversized Residential Garage at 2518 14th St NE
2. Staff Report Benjamin Jirik Variance and CUP Requests
3. Jirik Application for Variance_Redacted

[Space above saved for County Recorder's stamp]

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION 2022-127

APPROVE VARIANCES TO ALLOW CONSTRUCTION OF A NEW GARAGE TO EXCEED PERMITTED SQUARE FOOTAGE AND HEIGHT AT 2518 14TH STREET NE

WHEREAS, Benjamin Jirik (Owner) is requesting approval of a variance to construct a proposed new detached garage that will be 30 foot by 40 foot (1,200 square feet) and 18.5 feet tall (measured at the mid-point of the roof gable) which exceeds the maximum square footage and height for a residential accessory structure in the TUD Transitional Urban Development District at property commonly known as 2518 14th Street NE (hereinafter referred to as "the subject property") legally described in Exhibit A; and

WHEREAS, Section 6-180, Table 6.2, of the City's Unified Development Ordinance limits maximum the size of a detached accessory structure on the subject property to 864 square feet (up to 1080 with a Condition Use Permit) and a maximum height of 16 feet (measured at the mid-point between the top-plate of the wall and the ridge/peak of the roof), which necessitates consideration of the requested variances described in the first recital; and

WHEREAS, an associated application for approval of a conditional use permit as required by the above referenced sections and table from the Unified Development Ordinance for residential accessory structures to exceed 864 square feet is concurrently being considered with the application for variances herein and is provided in Resolution 2022-128; and

WHEREAS, City Staff has completed a review of the application and made a report to the Planning Commission pertaining to said request, a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission, on the 6th day of June, 2022, following proper notice, held a public hearing regarding the request, and following said public hearing made findings and recommended that the City Council approve the requested variances; and

WHEREAS, following said public hearing, the Planning Commission recommended conditional 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.

Expanded Finding: Granting the requested variances meets the general purpose of the City ordinances to promote and protect property values in City the and each neighborhood.

2. The variance is consistent with the Comprehensive Plan.

Expanded Finding: Granting the requested variances will maintain current residential land use, which fits in with the planned residential neighborhood land use in the Comprehensive Plan.

3. The applicant proposes to use the property in a reasonable manner not permitted by the City's ordinances.

Expanded Finding: The proposed garage is reasonable in light of the large 4.60-acre lot and similar uses found on adjoining property which are also of similarly large parcel sizes and rural-residential use characteristics.

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. The unique circumstances do not result from the actions of the applicant.

Expanded Finding: Due to the subject property being 4.60 acres, building a taller garage with a larger footprint than allowed would not be out of proportion on the property and will be consistent in character with adjoining property to the east and south.

5. The variance does not alter the essential character of the neighborhood.

Expanded Finding: This proposal will allow for a new detached garage, to replace a previously existing garage on site that had been removed due to wind damage. The new garage will be similar to others existing on adjoining properties.

6. The variance requested is the minimum variance, which would alleviate the practical difficulties.

Expanded Finding: The proposed structure is proportional in size for this 4.60-acre parcel and its impact is minimal due to the large lot size and large setback from the street and its location behind the home in the previous location of a previous garage on site.

7. Economic conditions alone do not constitute practical difficulties.

Expanded Finding: The variances are not attributed to economic conditions in this case.

WHEREAS, the City Council at a public meeting, on the 14th day of June 2022, considered the request, the report to the Planning Commission, and the results of the public hearing, and concurred with all findings of the Planning Commission 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 to exceed the maximum allowable size for a residential detached accessory structure height of sixteen (16) feet, and the maximum allowable residential detached accessory structure size of 1,080 square feet with a Conditional Use Permit, on the subject property in the TUD

Transitional Urban Development District, at 2518 14th Street NE. This resolution grants approval to construct a residential accessory structure of 40 feet by 30 feet (1,200 square feet) in area and 18.5 feet in height measured at the mid-point between the top-plate the ridge of the roof, and in substantial accordance with the site plan included as Exhibit B.

Said approvals are 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 Attached to the Approval of the Variance.

Approval of the requested variance includes the following conditions:

1. Approval of a conditional use permit to allow for the maximum size of the detached residential accessory structure to exceed the maximum permitted size of 864 square feet and 16 feet in height for the proposed 40 foot by 30 foot, 18.5-foot-tall building as noted in the Section 1 above.
2. A building permit application for this new garage must be submitted within six months of the date of this resolution and the construction of the garage must be completed within one year of the date of approval of the resolution.

Section 3. The Mayor, City Administrator, City Staff, and the City's Consultants are hereby authorized and directed to take all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution.

Section 4. This resolution shall become effective immediately upon its passage and without publication.

Date Adopted: June 14, 2022

Faribault City Council

Kevin R. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A (Legal Description)

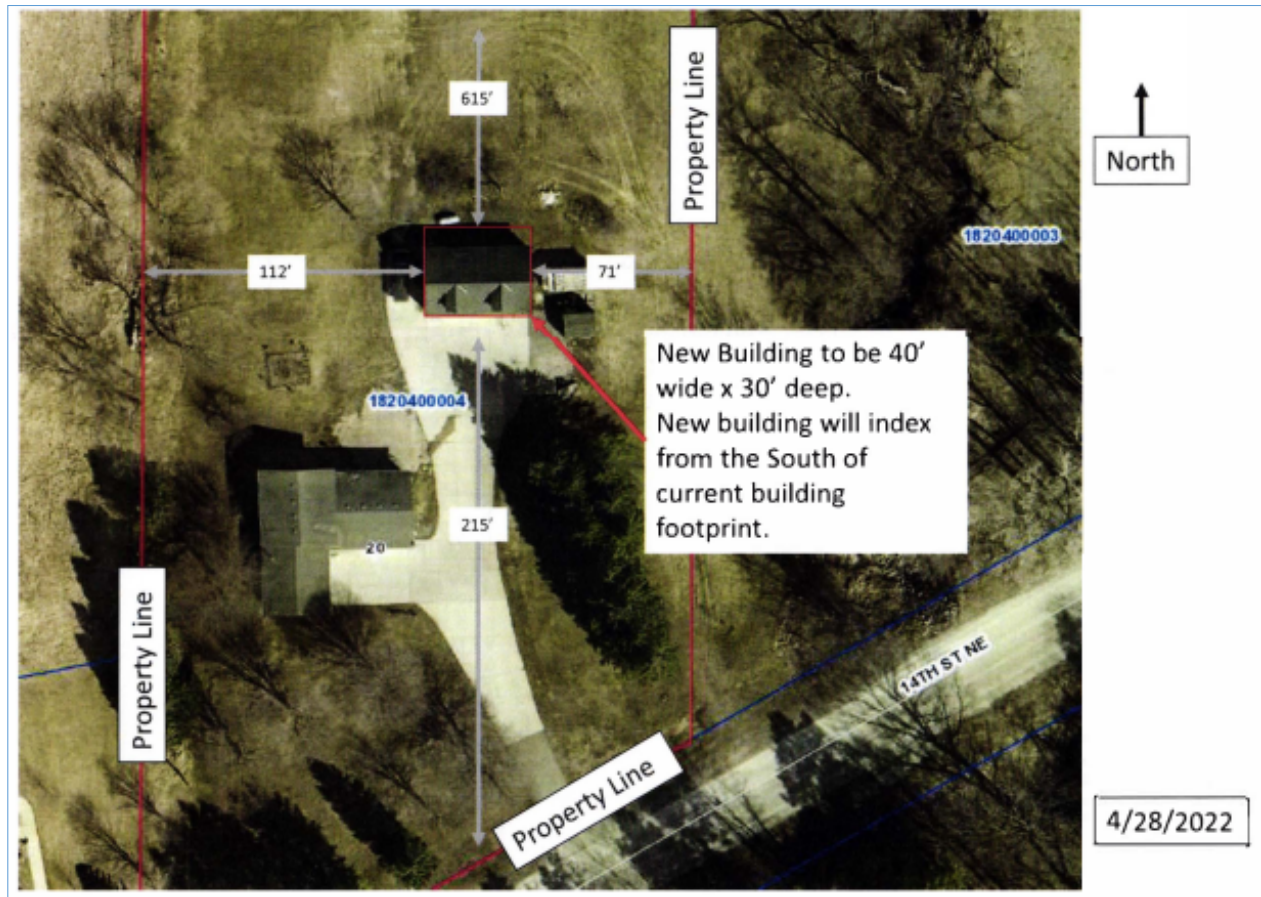
Part of the East one-half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 20, Township 110 North, Range 20 West of the Fifth Principal Meridian, Rice County, Minnesota, described as following:

Beginning at a point in the North line of said East One-half (E 1/2) of Southeast Quarter (SE 1/4) (for purposes of this description bearing of said North line is assumed South 89 degrees 48' 11" West), a distance of 1106.41 feet Westerly from the Northeast Corner of said Southeast Quarter (SE 1/4); thence continue along said North line South 89 degrees 48' 11" West 217.25 feet to the Northwest Corner of said East One-half (E 1/2) of Southeast Quarter (SE 1/4); thence South 0 degrees 22' 08" West, along the West line of said East One-half (E 1/2) of Southeast Quarter (SE 1/4) 981.62 feet to a point in the center of Fourteenth Street in said City of Faribault; thence North 60 degrees 14' 13" East, along said center line of Fourteenth Street, 251.42 feet; thence North 0 degrees 21' 18" East, 857.55 feet to said point of beginning.

2518 14th Street NE

PID # 18.20.4.00.004

Exhibit B (Site Plan)





Request for Planning Commission

TO: Planning Commission
THROUGH: Deanna Kuennen, Community & Economic Development Director
FROM: Peter Waldock, AICP Planning Coordinator
Lucas Bertram, Planning & Zoning Intern
MEETING DATE: June 6, 2022
SUBJECT: Applications Submitted by Benjamin Jirik Related to Construction of an Oversized Garage at 2518 14th Street NE

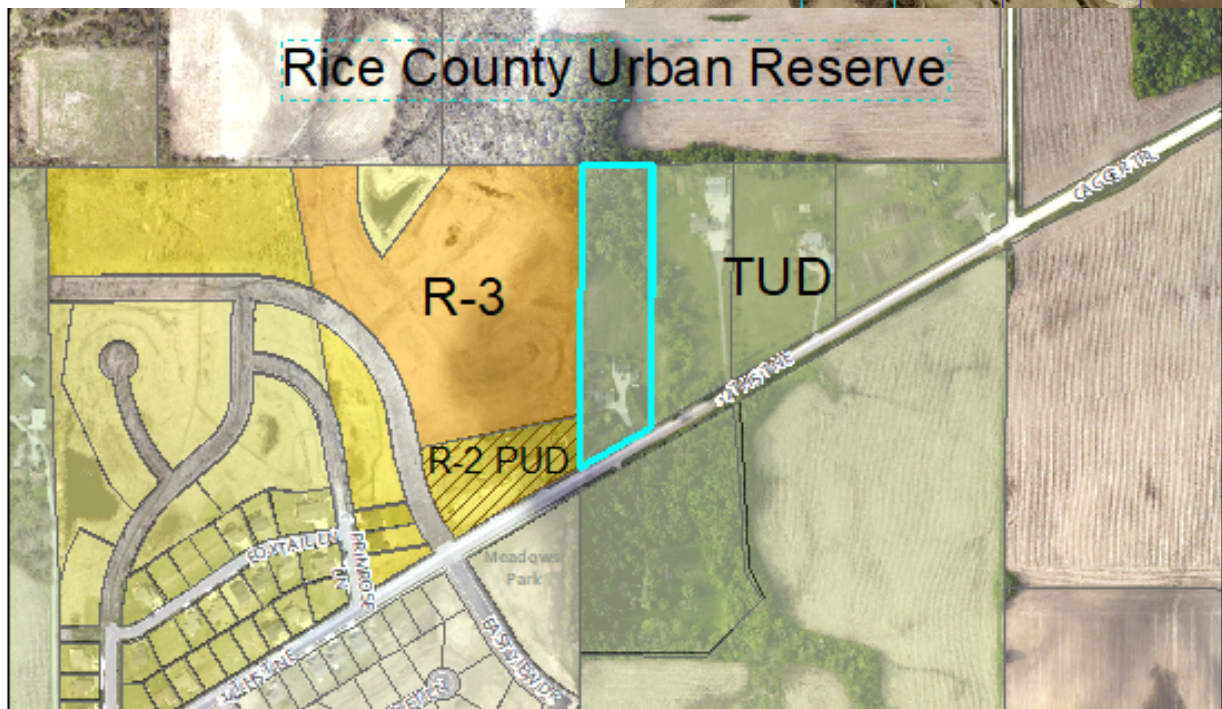
Background/Project Summary:

Benjamin Jirik is seeking variances and a CUP for a garage that would exceed permitted square footage and height for residential accessory structures in the TUD Transitional Urban Development District at 2518 14th Street NE. Mr. Jirik seeks to build a 1,200 SF garage that is 18.5' tall located on the site of the previous garage. There was previously a 960 SF garage located on the property, however it collapsed from wind damage during renovations in 2021.

The applicant indicates that the larger garage will better meet their needs.

2518 14th Street NE

Surrounding land uses include an agricultural homestead to the north, residential homesteads to the east and south, and a vacant lot and senior living community to the west.



The neighbors directly to the east have a 2,000 SF accessory structure on a lot also zoned TUD, and the neighbors to the south, also in the TUD District, have a barn (from the original farmstead) that is both taller and larger than the requested variances.

Discussion:

Zoning Districts. The subject site is zoned TUD Transitional Urban Development District. This district is for use at the time of initial annexation into the City. It has limited permitted uses, which is intended to allow

existing uses, but also to restrict uses in the district now that could hinder future development of the area that will ultimately achieve the highest and best uses as determined in the City's Comprehensive Plan for this area. This zoning district limits residential accessory structures to a height of 16', and a maximum floor area of 1,080 SF with a CUP the same as other residential zoning districts in the City.

Comprehensive Plan. The property is guided by the Comprehensive Plan for Planned Residential Neighborhood Use. The proposed garage is larger than

Zoning Map for Area Near 2518 14th St. NE

allowed in residential districts currently. Arguably for the that reason is incompatible with the comprehensive plan for planned residential uses.

Conditional Use Permit. Residential accessory structures can be increased by 25% above the maximum size allowed in the district with a Conditional Use Permit (CUP). In this district a garage of 864 SF is permitted by right and a CUP would permit a garage up to 1,080 SF in the TUD District. Any residential accessory structure larger than that, requires a variance in addition to the CUP.

Development Plan. The development includes construction of a 1,200 SF garage that is 18.5' tall located on the site of the previous garage.

Zoning Requirements.

The development as proposed requires variances to construct an oversized residential accessory structure at a height of 18.5' where 16' is the maximum permitted, and a floor area of 1,200 SF where 1,080 SF is the maximum permitted area. It otherwise meets UDO requirements for TUD Transitional Urban Development District zoning.



Site Plan

Deadlines for Action. The complete applications for the CUP and variances were received by the City on April 29, 2022. The deadline for action is June 28, 2022, unless extended by the City.

Development Review Comments:

The Development Review Committee (DRC) discussed the application in this case at its meeting of May 24, 2022. The DRC had concerns with regards to there being no unique conditions related to the property in this case therefore is recommending denial of the variances. The DRC comments were as follows:

1. In 2002, the neighbor to the east obtained an amended CUP for a 40' x 50' (2,000') garage.

2. There are no unique circumstances associated with the property, therefore the proposal cannot be supported as presented.
3. There may be future changes to the UDO to allow for larger accessory structures on larger lots such as this one, but without those changes the application does not all required findings needed to approve a variance.
4. A CUP for a garage of up to 1080 SF could be approved without variances for this site.
5. Although the application is for only the two variances, a CUP will also be needed in order to approve the garage if it exceeds 864 SF.

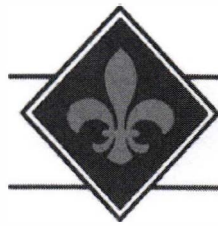
Recommendation:

Staff recommends denial of the variances because it does not meet all of the findings required by Section 2-460 of the UDO.

Staff recommends approval of a CUP for an accessory structure related to a residential use in the TUD with a limit of 1,080 SF as permitted by the UDO.

Attachments:

1. Findings for Denial
2. Resolution for Approval of CUP for a garage of up to 1080 SF in area.
3. Maps
4. Application and Plans



City of Faribault



APPLICATION FOR REQUESTED ACTION Variance

Planning Case # _____
Filing Fee _____
Hearing Date _____

SITE ADDRESS 2518 14th ST NE. Faribault MN 55021

APPLICANT Benjamin Jirik E-MAIL [REDACTED]

PHONE 507-[REDACTED] (H) _____ (W) _____ (FAX) _____

APPLICANT ADDRESS 2518 14th ST NE Faribault MN 55021

OWNER (if other than applicant) NA

PHONE _____ (H) _____ (W) _____ (FAX) _____

OWNER'S ADDRESS 2518 14th ST NE Faribault MN 55021

LEGAL DESCRIPTION 20 / 110 / 020 (Sec / Twp / Rng) 18.20.4.00.004 (Parcel ID)

ACREAGE/SIZE OF PROPERTY 4.60 ac.

CURRENT ZONING TUD

EXISTING USE OF PROPERTY Residential / Agriculture

PROPOSED USE OF PROPERTY Residential / Agriculture

(Including number of units per acre and types of uses if mixed use)

IDENTIFY ALL ADJACENT LAND USES Residential / Agriculture

SIGNATURE OF APPLICANT [Signature] DATE 4/28/2022
(Must submit proof of property control)

SIGNATURE OF THE OWNER [Signature] DATE 4/28/2022
(If other than the applicant)

**PLEASE PROVIDE ALL INFORMATION REQUESTED ON
THIS FORM AND THE ATTACHED CHECKLIST.**

VARIANCE
Required Submittals

☐ **Site plan**

- ☐ Drawn to scale, with scale noted
- ☐ Date and North arrow
- ☐ Boundaries and dimensions shown graphically
- ☐ Location of any streets, public trails, railroads, or waterways
- ☐ Location of existing and proposed structures, with distance from property lines noted
- ☐ Location and dimensions of existing and proposed off-street parking and loading spaces, with distance from property lines noted (when applicable)

☐ **Required supplemental information**

- ☐ Written summary stating the specific variation requested, giving distances as needed
- ☐ Written summary stating exceptional conditions/peculiar difficulties which make the variance necessary
- ☐ Written statement as to why you feel a variance should be granted
- ☐ Other information as required

☐ **Filing fee**

☐ **SIGNATURE OF APPLICANT**



DATE

4/28/2022

Planning Case # _____

Please answer the following questions as they relate to your specific variance request:

1. In your opinion, is the variance in harmony with the purposes and intent of the ordinance?

Yes (X) No () Why or why not?

The ordinance is designed for smaller lot sizes.

2. In your opinion, is the variance consistent with the comprehensive plan?

Yes (X) No () Why or why not?

This variance should not affect any future plans.

3. In your opinion, does the proposal put property to use in a reasonable manner?

Yes (X) No () Why or why not?

With this variance the property is better utilized. A smaller building might look unusual on such a big lot.

4. In your opinion, are there circumstances unique to the property?

Yes (X) No () Why or why not?

Yes, mostly situated around lot size and property location in relation to other occupants/owners.

5. In your opinion, will the variance maintain the essential character of the neighborhood?

Yes (X) No () Why or why not?

It should have no effect as the variance requested is very small.

6. In your opinion, is the variance requested the minimum variance which would alleviate the practical difficulty?

Yes (X) No () Why or why not?

It is the minimum requested to suit my needs for storage and maintenance.

7. In your opinion, do the economic conditions alone constitute the practical difficulty?

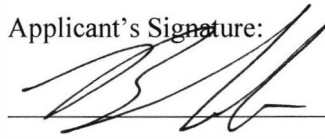
Yes (X) No () Why or why not?

The future marketability of my property is diminished if I am not able to put a building of this size up.

The City Council must make an affirmative finding on all of the seven criteria listed above in order to grant a variance. The applicant for a variance has the burden of proof to show that all of the criteria listed above have been satisfied.

The undersigned certifies that they are familiar with application fees and other associated costs, and also with the procedural requirements of the City Code and other applicable ordinances.

Applicant's Signature:



Date:

4/28/2022

4/28/2022

To whom it may concern,

When I purchased the property at 2518 14th St NE in 2017 I knew that there was some history situated around the 24x40' accessory structure. From what I understand, the property has had a couple of insurance claims, a fire, and an addition from its original size both upwards and outwards. This building was in ok condition but required some repair that became more noticeable since my ownership began. In the fall of 2021 we made attempts to repair the structure which unfortunately lead to its collapse. With only a blank slate left, we would like to build back upon the site with something that is better suited to our needs.

The following is a written summary stating the variation requested.

Two ordinance variations are being requested

1. Accessory structure <1080 square feet.
2. Accessory structure height <16' to the midpoint of the gable end.

The structure proposed is 1200 square foot. This exceeds the ordinance by 120sf. The old structure was 960sf.

The structure height to the midpoint of the gable end on the proposed building is 18.25'. This exceeds the ordinance limit by 2.25'. The old structure was 15' to the same point.

The following is a written summary stating exceptional conditions/peculiar difficulties which make the variance necessary. Also included is why I feel a variance should be granted.

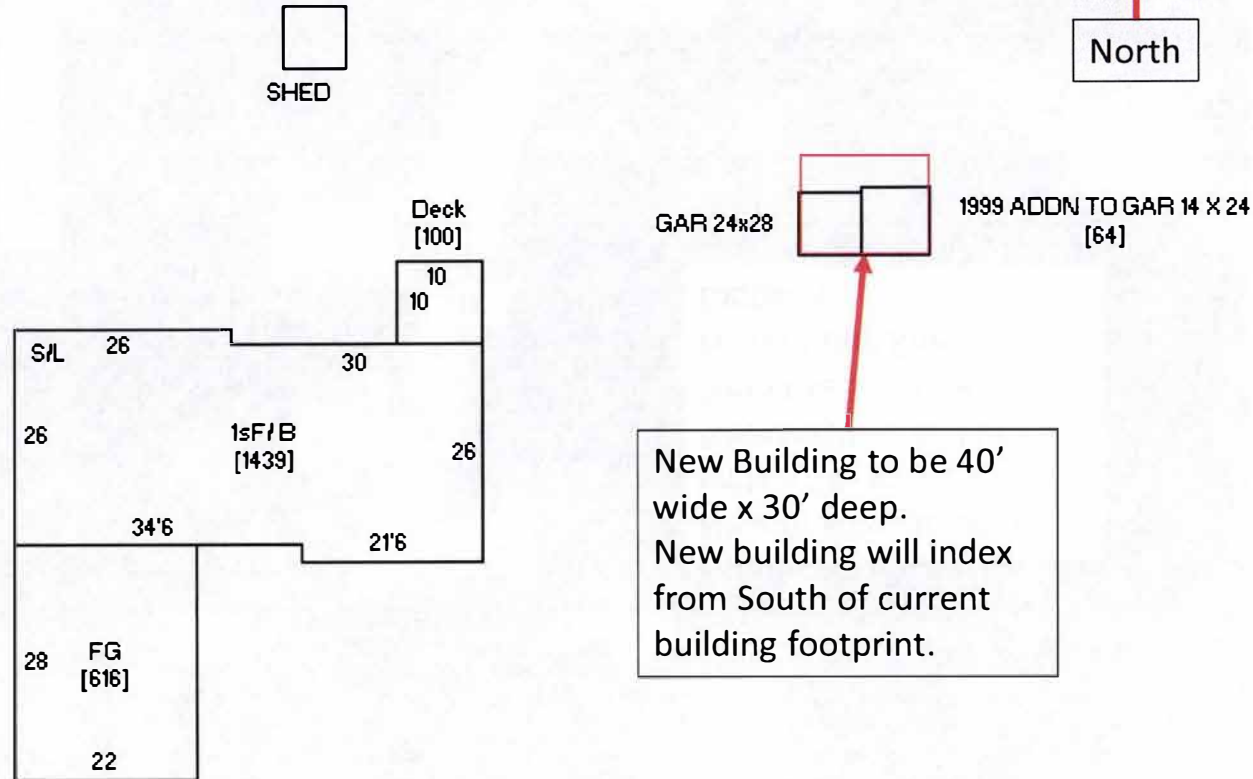
The above variances should be granted in lieu of existing ordinances that do not take into account the size and shape of the property. I believe that the variances requested should be approved until the ordinance is changed to reflect situations like mine. The property size at 2518 14th St. NE is 4.6 acres. Most lots within the city are much smaller than this. Due to the size of the property and personal hobbies/interests, the accessory structure limitations constrain me from building the best building for my property and use. In addition to this, several of my neighbors have accessory structures that are the same or larger size. Neighbors directly to the west have a 1600sf accessory structure on the same property size as mine. Neighbors to the south have a barn that is both taller and larger than both of the variances being requested. They are on a slightly larger lot, but in the same zone district. These structures are not impacting the neighborhood due to the large lot size on which they were built. For this reason, I believe that the council should approve the two requested variances.

Thank you for your time in reviewing my case.

Sincerely, Ben Jirik

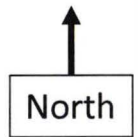
A handwritten signature in black ink, appearing to read 'Ben Jirik', with a stylized, flowing script.

2518 14th St. NE Faribault MN 55021
4/28/2022



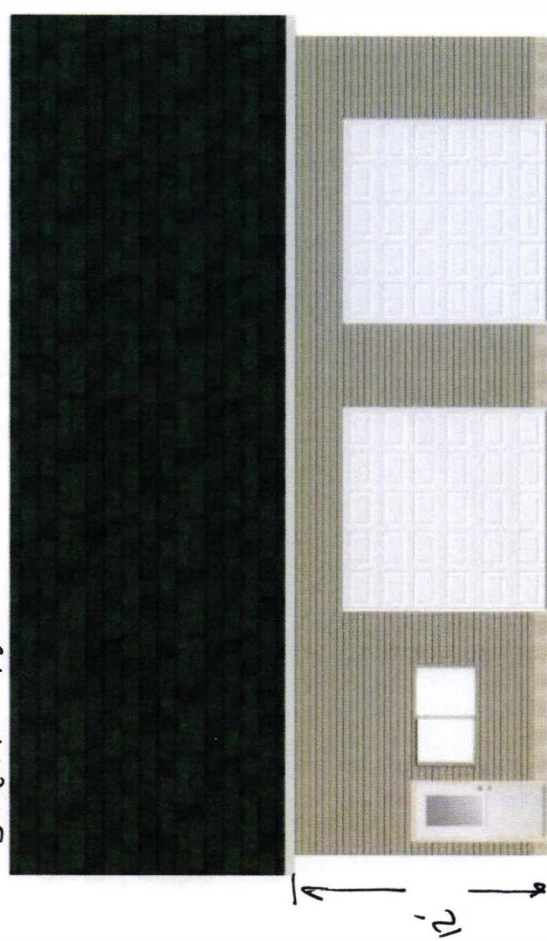
New Building to be 40'
wide x 30' deep.
New building will index
from South of current
building footprint.

Sketch by www.camavision.com



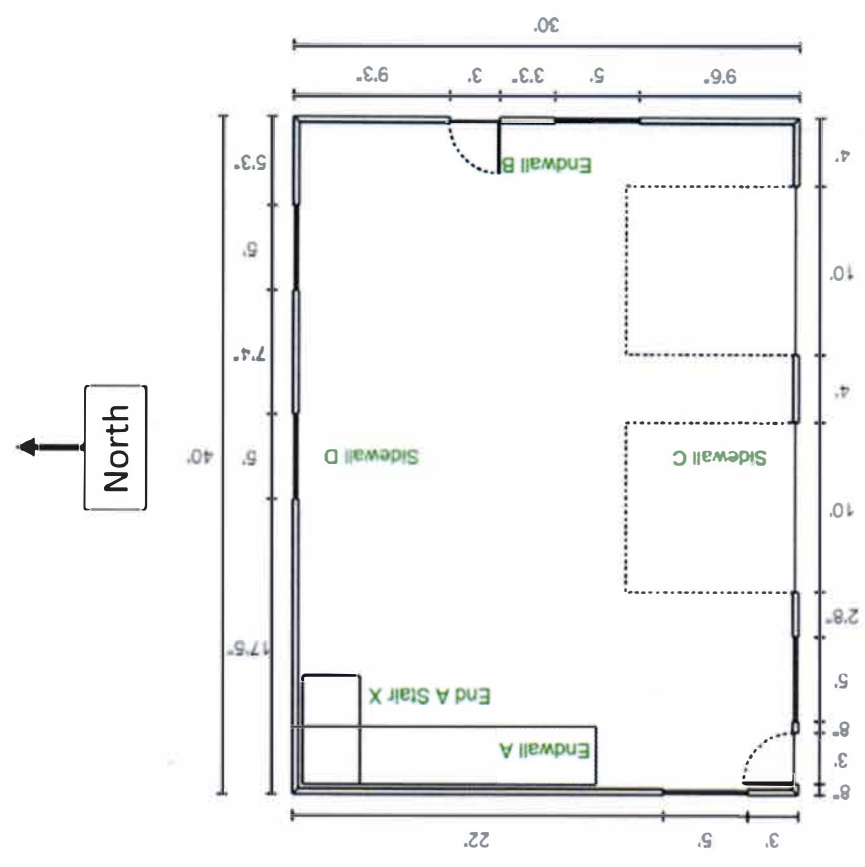
4/28/2022

Roof: 10/12 pitch
Siding: 12'



North facing view

Shingles and siding color to match house





Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community and Economic Development Director
MEETING DATE: June 14, 2022
SUBJECT: Resolution 2022-128 Approving a Conditional Use Permit for a 1,200 Square Foot Garage at 2518 14th Street NE

Background:

As noted in the preceding agenda item, Benjamin Jirik is seeking variances and a Conditional Use Permit for a garage that would exceed permitted square footage and height for residential accessory structures in the TUD Transitional Urban Development District at 2518 14th Street NE. The parcel is about 4.6 acres in area, approximately 220 feet wide and 880 feet deep. Mr. Jirik seeks to build a 1,200 SF garage that is 18.5' tall located on the site of the previous garage. There was previously a 960 SF garage located on the property, however it collapsed from wind damage during renovations in 2021.

The Unified Development Ordinance limits residential accessory structures to 1080 square feet with a conditional use permit in this zoning district. If variances for the proposed building size of 1200 square feet and 18.5 feet in height are approved, a conditional use permit should also be granted to complete the zoning approvals necessary for the building as proposed.

The Planning Commission at its meeting of June 6, 2022, after proper notice, held a public hearing regarding this matter. The City received an email from one of the adjoining owners to offer comments for the public record. The neighboring owner requested that trees be planted along the west property line to screen the site. Mr. Jirik responded that he had planted 27 blue spruce trees along the west line within the past few years.

The Development Review Committee had presented a report recommended approval of a Conditional Use Permit that meets the requirements listed in the Unified Development Ordinance. The Planning Commission determined that the variances should be approved. The

Planning Commission by a 5-0 vote approved findings in support of a Conditional Use Permit in conjunction with the approval of associated variances requested in this case and they recommend City Council Approval of a Conditional Use Permit for a Residential Accessory Structure of 1200 square feet, consistent with the Variances under consideration with the preceding resolution.

Recommendation:

Adopt Resolution 2022-128 approving a conditional use permit subject to adoption of Resolution 2022-127, for a 1200 square foot residential accessory structure at 2518 14th St NE

Attachments:

1. Resolution 2022-128 CUP for Oversized Garage at 2518 14th St NE

CITY OF FARIBAULT

RESOLUTION #2022-128

APPROVING A CONDITIONAL USE PERMIT FOR A 1,200 SQUARE FOOT GARAGE AT 2518 14TH ST. NE

WHEREAS, Benjamin Jirik, property owner has requested approval of a conditional use permit (CUP) to construct a new detached 30 foot by 40-foot (1,200 square foot) garage for personal use at his residence in the TUD Transitional Urban Development District at the property commonly known as 2518 14th Street NE (hereinafter referred to as “the subject property”) legally described in Exhibit A; and

WHEREAS, City staff has completed a review of the application and made a report pertaining to said request a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission, on the 6th day of June, 2022 following proper notice, held a public hearing regarding the request, and following said public hearing recommended approval of the request; and

WHEREAS, the City Council, on the 14th day of June, 2022, at a public meeting considered the request; and

WHEREAS, based upon said report, hearing, and recommendation, the City Council hereby finds that approving the conditional use permit amendment should be approved based on the following findings:

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

Finding: The proposed garage will be placed on the subject parcel in accordance with all applicable zoning codes and development regulations.

- 2. The conditional use will not be injurious to the use and enjoyment of other property in the vicinity and will not impede the normal and orderly development and**

improvement of surrounding property for uses permitted in the district.

Finding: The garage proposed with this application, will be of similar architectural style to the home on the lot. The garage design is residential in nature and will fit with other uses on adjoining lots.

- 3. The conditional use will be designed, constructed, operated, and maintained in a manner that is compatible in appearance with the existing or intended character of the surrounding area.**

Finding: The subject garage is compatible in design, and architectural appearance with the principal structure on the site.

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

Finding: The garage is compatible with others in the neighborhood.

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

Finding: The subject garage is compatible in design, and appearance with the surrounding housing and will not diminish the value of neighboring properties.

- 6. The site is served adequately by essential public facilities and services, including utilities, access roads, drainage, police and fire protection, and schools or will be served adequately as a result of improvements proposed as part of the conditional use.**

Finding: The site has access to roads, proper drainage, and the garage will not increase demand for schools, police and fire protection services.

- 7. Development and operation of the conditional use will not create excessive additional requirements at public cost for facilities and services and will not be detrimental to the economic welfare of the community.**

Finding: No new services will have to be extended or added to adequately serve the parcel.

8. Adequate measures have been or will be taken to minimize traffic congestion in the public streets and to provide for adequate on-site circulation of traffic.

Finding: The subject garage will be placed on the site in accordance with zoning code standards. It will not have any effect on existing traffic and circulation.

9. The conditional use will not result in the destruction, loss or damage of a natural, scenic, or historic feature of major importance to the community.

Finding: The subject site is an occupied residential lot that has no features of major importance to the community.

10. The conditional use is consistent with the applicable policies and recommendations of the city's Land Use Plan or other adopted land use studies.

Finding: The City's Land Use Plan guides the subject parcel for future residential neighborhood development. The City's Unified Development Ordinance allows garages of 1,080 square feet in area with a CUP in the TUD, Transitional Urban Development District.

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

Finding: The expansion as planned meets all other requirements of the Unified Development Ordinance.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY FARIBAULT, MINNESOTA AS FOLLOWS:

Section 1. Incorporation of Recitals and Exhibits. The recitals set forth in this Resolution and the Exhibits attached hereto are incorporated into and made a part of this Resolution.

Section 2. Approval of the Conditional Use Permit. A conditional use permit to allow a residential accessory structure of 1200 square feet (30 ft. X 40 ft.) at the subject property according to the site plan attached as Exhibit A is hereby approved subject to conditions as set forth in Section 3 of this resolution. Said approval is based on the forgoing recitals, which are incorporated herein by reference, and constitute the findings of the City Council in accordance with Section 2-300 of the City of Faribault, Unified Development Ordinance.

Section 3. Conditions of Approval Specific to the Proposed

Development. As authorized under Section 2-310 of the City of Faribault Unified Development Ordinance, that are deemed necessary to mitigate adverse impacts associated with the conditional use, to protect neighboring properties, and to achieve the objectives identified in the ordinance as follows:

1. The exterior building materials, and colors must be similar to and compatible with house.
2. No more than 30% of the garage shall be used in conjunction with a home occupation.
3. In addition to the garage expansion approved by this resolution, no more than one additional accessory structure (shed) shall be permitted on site and it shall be limited to no more than 120 square feet in floor area.
4. All construction of the garage approved with this conditional use permit, shall be completed as depicted in Exhibit B, within one year of the date of this resolution.

Section 4. Additional Conditions of Approval. This conditional use permit includes the following additional conditions:

1. Failure of the City to act on a violation of a condition, covenant, or term of this permit is not a waiver of such condition, covenant, or term, or any subsequent violation of the same or any other condition, covenant, or term.
2. The City may inspect the property at all reasonable times to ensure compliance with the conditions of this permit.
3. This permit is subject to the City's code requirements. The Owner must comply with all applicable federal, state, and local laws, rules, and ordinances and obtain other permissions and permits as may be required.
4. The violation of any terms or conditions of this permit, including but not limited to any applicable federal, state, or local laws, rules, regulations, and ordinances, may result in revocation of the permit. The City must give the Owner written notice of any violation and reasonable time, as determined by the City, to cure the violation before the permit revocation.
5. This permit and its conditions are binding on the parties and their successors and assigns. This permit runs with the property and does not affect the subsequent sale, lease, or change from current

ownership. The Owner's obligations under this permit shall also be the obligations of any subsequent owners or assigns of the property.

6. Use of the property as allowed by this permit signifies the agreement of the permit's terms and conditions without qualification, limitation, or reservation.

Section 5. Compliance. The City Council authorizes the Mayor, City Administrator, City Staff, and the City Attorney to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

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

Date Adopted: June 14, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

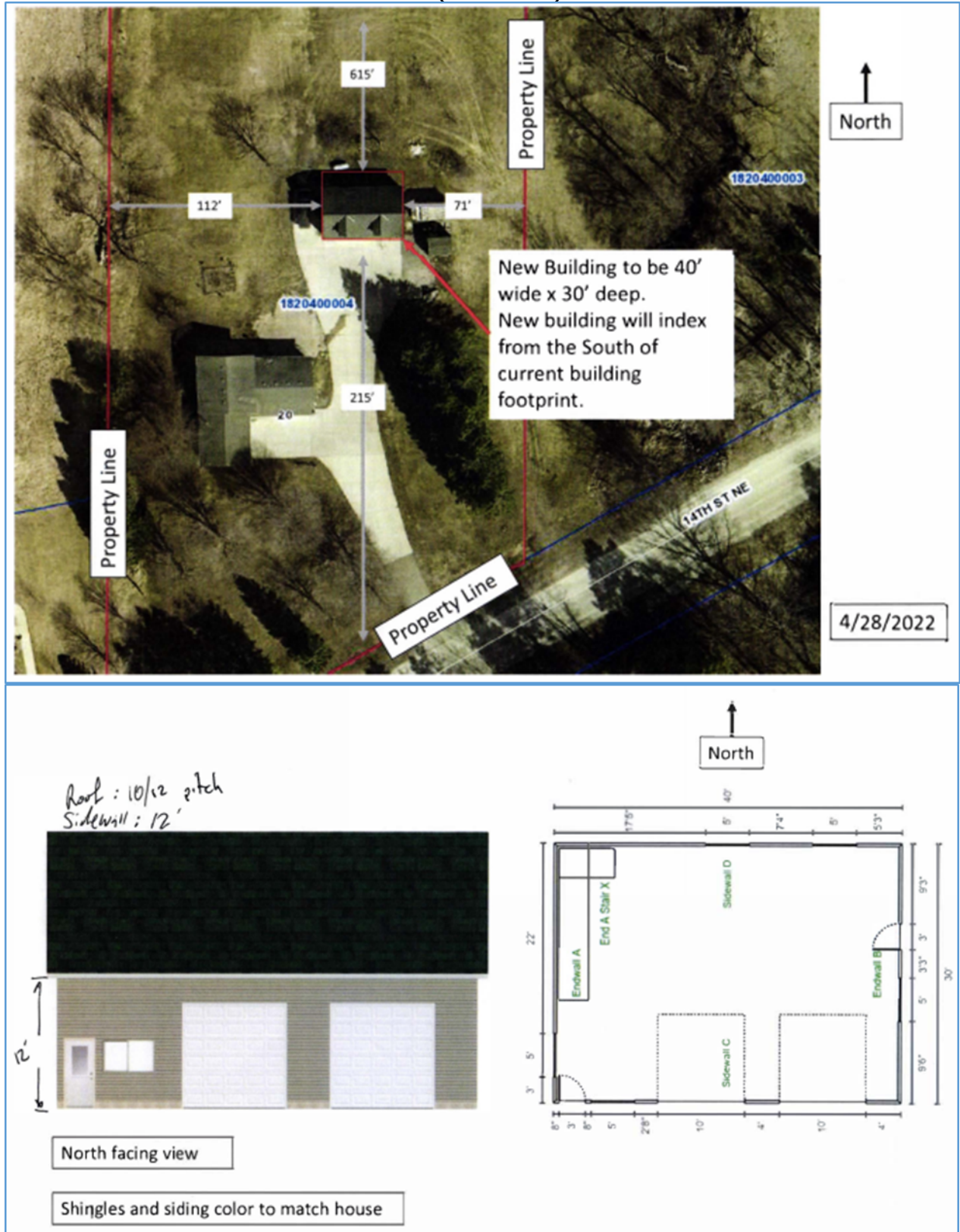
Exhibit A (Legal Description)

Part of the East one-half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 20, Township 110 North, Range 20 West of the Fifth Principal Meridian, Rice County, Minnesota, described as following:

Beginning at a point in the North line of said East One-half (E 1/2) of Southeast Quarter (SE 1/4) (for purposes of this description bearing of said North line is assumed South 89 degrees 48' 11" West), a distance of 1106.41 feet Westerly from the Northeast Corner of said Southeast Quarter (SE 1/4); thence continue along said North line South 89 degrees 48' 11" West 217.25 feet to the Northwest Corner of said East One-half (E 1/2) of Southeast Quarter (SE 1/4); thence South 0 degrees 22' 08" West, along the West line of said East One-half (E 1/2) of Southeast Quarter (SE 1/4) 981.62 feet to a point in the center of Fourteenth Street in said City of Faribault; thence North 60 degrees 14' 13" East, along said center line of Fourteenth Street, 251.42 feet; thence North 0 degrees 21' 18" East, 857.55 feet to said point of beginning.

2518 14th Street NE
PID# 18.20.4.00.004

Exhibit B (Site Plan)





Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: June 14, 2022
SUBJECT: Ordinance 2022-14 Remove the Heritage Preservation Overlay Zoning District from the Former Johnston Hall Site at 633 1st Street SE - First Reading

Background:

Due to its historical significance, Johnston Hall, on the Allina Health System Campus at 633 1st Street SE, was placed on the National Register of Historic Places. Also, the City of Faribault included Johnston Hall property in the City's Heritage Preservation Overlay District. After years of trying to find a buyer or a viable use for Johnston Hall, Allina Health System (the owner) demolished the building in 2021 due to safety concerns with the building's structure. Now that Johnston Hall has been removed, it is appropriate to remove the property from the City's Heritage Preservation Overlay District (see attached Ordinance 2022-14). That State Historic Preservation Office (SHPO) will initiate delisting the property from the National Register. In the future, Allina Health System may expand the parking lot at 633 1st Street SE into the area formerly occupied by Johnston Hall. There are also preliminary plans to develop a Johnston Hall memorial on the Allina Health System campus.

The Planning Commission held a public hearing on June 6, 2022. No one from the public commented on the proposal to remove the Heritage Preservation Overlay District from the subject property. The Planning Commission recommended that the City Council approve Ordinance 2022-14.

Recommendation:

Approve the first reading of Ordinance 2022-14.

Attachments:

1. Ordinance 2022-14 Remove the Heritage Preservation Overlay District from the Site of the Former Johnston Hall at 633 1st Street SE

**CITY OF FARIBAULT
ORDINANCE No. 2022-14**

**REMOVE THE HERITAGE PRESERVATION OVERLAY ZONING DISTRICT
FROM THE FORMER JOHNSTON HALL SITE AT 633 1ST STREET SE**

WHEREAS, the former Johnston Hall, at 633 1st Street SE, was constructed in 1888 and placed on the National Register of Historic Places; and

WHEREAS, the City of Faribault included the property in the City's heritage preservation overlay zoning district; and

WHEREAS, Johnston Hall became vacant and deteriorated to the point that it presented a life-safety concern; and

WHEREAS, the Faribault City Council, on September 14, 2021, approved Resolution #2021-195, which authorized the issuance of a demolition permit for Johnston Hall; and

WHEREAS, Allina Health System, the owner of Johnston Hall, demolished Johnston Hall in the fall of 2021; and

WHEREAS, because there is no longer a historic structure at 633 1st Street SE, it is no longer appropriate to include the property in the City's heritage preservation overlay zoning district; and

WHEREAS, after appropriate public notice, the Planning Commission held a public hearing on June 6, 2022, to consider removing the heritage preservation overlay zoning district from the property at 633 1st Street SE; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council remove the heritage preservation overlay zoning district from the property at 633 1st Street SE based on the following written findings of the Planning Commission outlined in Section 2-180 of the City's Unified Development Ordinance:

1. **Criteria: Whether the amendment is consistent with the applicable policies of the City's Land Use Plan.**

Finding: The Land Use Plan identifies the area for institutional use. Removal of the property from the heritage preservation overlay zoning district does not affect the Land Use Plan.

2. **Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.**

Finding: Because the historic building at 633 1st Street SE no longer exists, it is in the public interest to remove the heritage preservation overlay zoning district from the property.

3. **Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: Because the historic building at 633 1st Street SE no longer exists, it is in the public interest to remove the heritage preservation overlay zoning district from the property. The property will continue to be zoned for public/institutional uses.

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

Finding: Because the historic building at 633 1st Street SE no longer exists, it is in the public interest to remove the heritage preservation overlay zoning district from the property. The property will continue to be zoned for public/institutional uses.

5. **Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: Because the historic building at 633 1st Street SE was removed for life-safety reasons, it is no longer appropriate to have a heritage preservation overlay zoning district associated with the property.

WHEREAS, the City Council held a public meeting on June 14, 2022, to consider approval of the first reading of Ordinance 2022-14; and

WHEREAS, the City Council also held a public meeting on _____, 2022, to consider approval of the second reading of Ordinance 2022-14; and

WHEREAS, based on the City Staff report, the results of the public hearing,

and the written findings and recommendation of the Planning Commission, the City Council of the City of Faribault concurs with the written findings of the Planning Commission as stated in the above recitals and hereby makes the identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Removal of the heritage preservation overlay zoning district. The Faribault City Council hereby removes the heritage preservation overlay district from the property at 633 1st Street SE, as depicted in Exhibit A of this ordinance.

Section 2: Zoning map need not be republished. The City of Faribault is not required to republish the city zoning map to reflect the removal of the heritage preservation overlay zoning district. However, the City Planner must appropriately indicate the amendment on the Official Zoning Map on file with the City Planner.

Section 3: Findings and incorporation of recitals and exhibits. The recitals and exhibits incorporated in this ordinance constitute the City Council's written findings protecting the public's health, safety, and welfare.

Section 4: Effective date. This ordinance shall be effective immediately upon its passage and publication per the provisions of the Faribault City Charter.

Public Hearing: June 6, 2022

First Reading: June 14, 2022

Second Reading: _____

Publication: _____

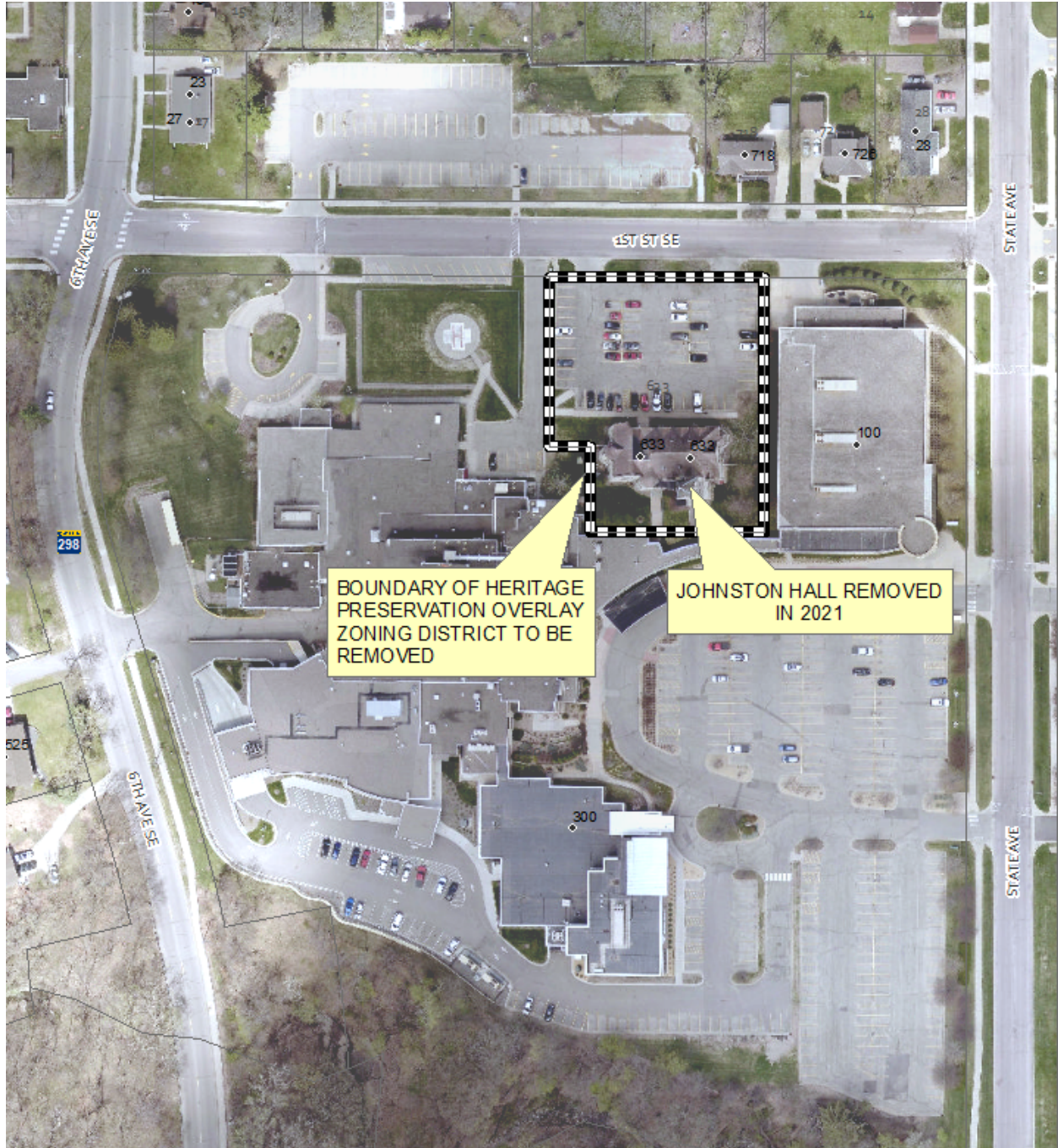
Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A
Removal of Heritage Preservation Overlay District at
633 1st Street SE





Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: June 14, 2022
SUBJECT: Ordinance 2022-15 Rezone the Allina Health System Campus to P/I, Public/Institutional - First Reading

Background:

The Journey to 2040 Comprehensive Plan guides the Allina Health System campus south of 1st Street SE and east of State Avenue for institutional use. The City's Official Zoning Map zones the parcels on the campus with residential district designations: R-4, High-Density Residential Zoning District and R-2 Low Density Residential District. The Journey to 2040 Comprehensive Plan guides the Allina Health System campus for established residential neighborhood use (which can include institutional uses). The proposed rezoning in this case will update the underlying zoning of the campus parcels to the Public/Institutional zoning district classification to follow the Comprehensive Plan guidance.

With the adoption of Ordinance No. 2022-3, the Faribault Council created a P/I, Public/Institutional zoning district to accommodate institutional uses, such as the Allina Health System campus. To ensure that the City's Official Zoning Map is consistent with the Journey to 2040 Comprehensive Plan, the City initiated rezoning of all property within the Allina Health System campus to P/I, Public/Institutional (see attached Ordinance 2022-15).

The Planning Commission held a public hearing to consider the rezoning request. No one from the public provided comments. The Planning Commission recommended that the City Council approve Ordinance 2022-15.

Recommendation:

Approve the first reading of Ordinance 2022-15.

Attachments:

1. Ordinance 2022-15 Rezone Allina Health System Campus to PI, Public Institutional

**CITY OF FARIBAULT
ORDINANCE No. 2022-15**

REZONE THE ALLINA HEALTH SYSTEM CAMPUS TO P/I, PUBLIC/INSTITUTIONAL

WHEREAS, the parcels on the Allina Health System campus south of 1st Street SE are currently zoned R-4, High-Density Residential; and

WHEREAS, the parcels on the Allina Health System campus east of State Street SE are currently zoned R-4- High Density Residential; and

WHEREAS, the parcels on the Allina Health System campus north of 1st Street SE and west of State Avenue, including 14 State Avenue, are currently zoned R-2, Low-Density Residential; and

WHEREAS, the City of Faribault created the Public/Institutional zoning district to accommodate public and institutional uses, such as the Allina Health System campus; and

WHEREAS, the City initiated an application to rezone all parcels on the Allina Health System campus, including 14 State Avenue, to P/I, Public/Institutional; and

WHEREAS, the Planning Commission, on June 6, 2022, following proper notice, held a public hearing regarding rezoning the Allina Health System campus to P/I, Public/Institutional, as shown in Exhibit A; and

WHEREAS, the Planning Commission finds that it is appropriate to rezone the all parcels on the Allina Health System campus to P/I, Public/Institutional, based on the following written findings of the Planning Commission as required by Section 2-180 of the City's Unified Development Ordinance:

1. Criteria: Whether the amendment is consistent with the applicable policies of the City's Land Use Plan.

Finding: The proposed P/I, Public/Institutional zoning is consistent with the City's Land Use Plan, which guides most of the Allina Health System campus for institutional use. The Land Use Plan guides part of the campus, including 14 State Avenue, for established residential neighborhood, which allows limited institutional uses.

2. Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.

Finding: It is in the public interest to rezone the Allina Health System campus from residential zoning districts to the P/I,

Public/Institutional zoning district because the existing uses are institutional uses, which are consistent with the City's vision for the campus.

3. Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: Rezoning the Allina Health System campus, including 14 State Avenue, does not directly affect the current uses. Any significant redevelopment would require a public hearing to amend the planned unit development overlay zoning district associated with the campus.

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

Finding: Rezoning the Allina Health System campus, including 14 State Avenue, does not directly affect the current uses.

5. Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: Rezoning the Allina Health System campus to P/I, Public/Institutional, is not based on a change in character or development trends in the area. The proposed rezoning relates to the existing institutional uses on the campus.

WHEREAS, the City Council held a public meeting on June 14, 2022, to consider approval of the first reading of Ordinance 2022-15; and

WHEREAS, the City Council also held a public meeting on _____, 2022, to consider approval of the second reading of Ordinance 2022-15; and

WHEREAS, based on the City Staff report, the results of the public hearing, and the written findings of the Planning Commission, the City Council of the City of Faribault concurs with the written findings of the Planning Commission and makes the identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Rezone the Allina Health System campus to P/I, Public/Institutional. The Faribault City Council hereby rezones the Allina Health System campus, depicted in Exhibit A of this ordinance, to P/I, Public/Institutional.

Section 2: The zoning map need not be republished. The City of Faribault is not required to republish the city zoning map to reflect the rezoning. However, the City Planner must appropriately indicate the amendment on the Official Zoning Map on file with the City Planner.

Section 3: Findings and incorporation of recitals and exhibits. The recitals and exhibits incorporated in this ordinance constitute the City Council's written findings protecting the public's health, safety, and welfare.

Section 4: Effective date. This ordinance shall be effective immediately upon its passage and publication per the provisions of the Faribault City Charter.

Public Hearing: June 6, 2022
First Reading: June 14, 2022
Second Reading: _____
Publication: _____

Faribault City Council

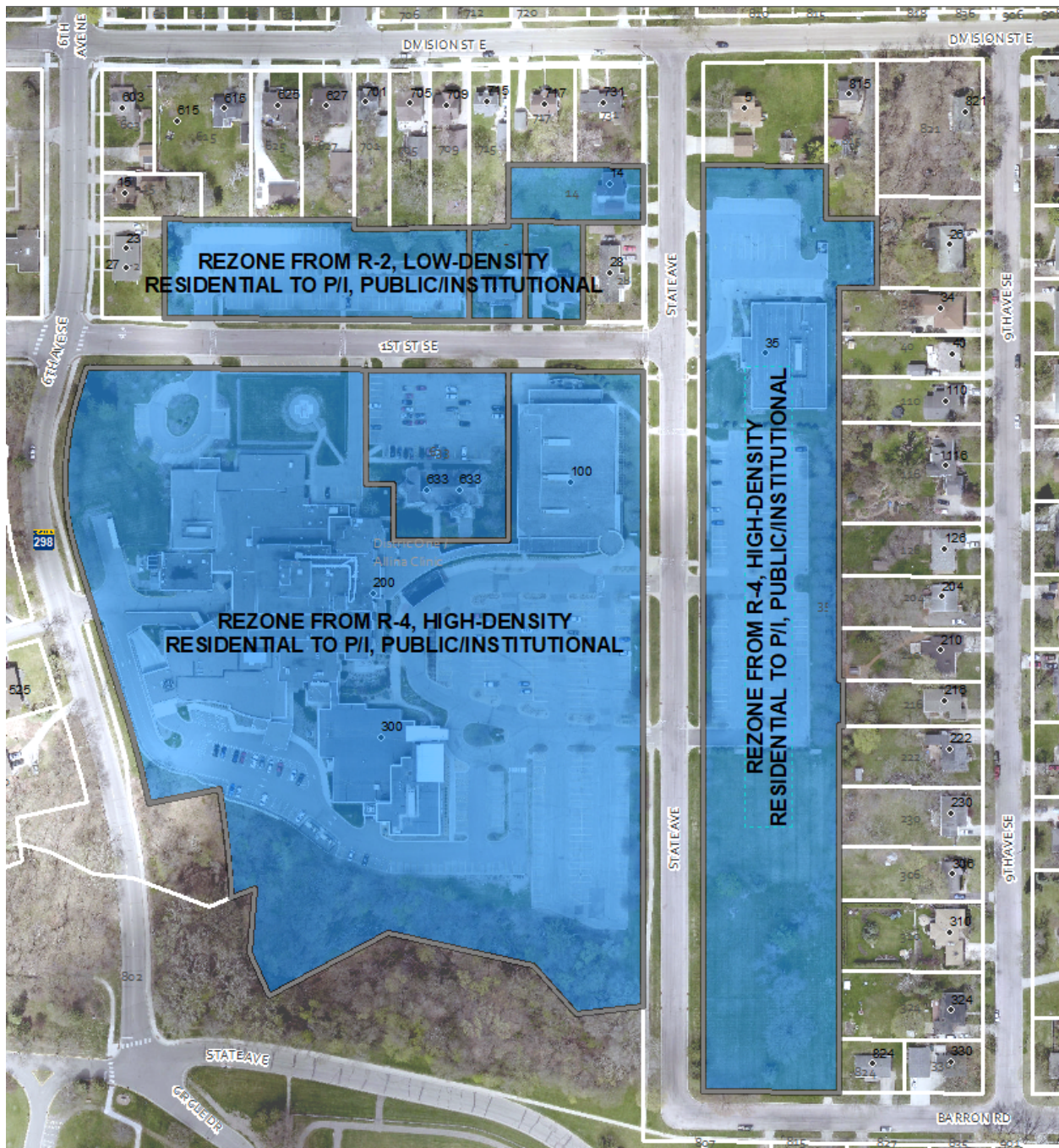
Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A

Map Showing the Proposed P/I, Public/Institutional Zoning District on the Allina Health System Campus





Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: June 14, 2022
SUBJECT: Ordinance 2022-16 Rezone the Allina Health System Campus to PUD Overlay Zoning District #2022-16 and Approve the Related Development Plan - First Reading

Background:

In 2015, the City amended the PUD (Planned Unit Development) Overlay Zoning District for the Allina Health System campus to accommodate a new Emergency Department addition and a new Mayo Clinic addition. Also, Allina Health System (the Owner) and the City were working to find a viable use for Johnston Hall at 633 1st Street SE. However, Johnston Hall developed significant structural issues, and the Owner demolished Johnston Hall in 2021. At the direction of the City, the Owner requested repealing and replacing the 2015 PUD Zoning Overlay District with a new PUD Zoning Overlay District for the following reasons:

1. The 2015 PUD included multiple provisions related to Johnston Hall, which are no longer applicable due to the removal of Johnston Hall;
2. The City created a Public/Institutional Zoning District in 2022 and initiated rezoning the underlying zoning district of the Allina Health System campus from R-2, Low-Density Residential and R-4, High-Density Residential to P/I, Public/Institutional; and
3. The Owner chose to include its property at 14 State Avenue in the proposed PUD.

The proposed PUD Overlay Zoning District #2022-16 repeals and replaces PUD Overlay Zoning District #2015-15. The Development Plan associated with PUD #2022-16 shows future parking improvements on the site of the former Johnston Hall, and it identifies an area for a future Johnston Hall memorial. Finally, the Development Plan for PUD #2022-16 shows that the existing house at 14 State Avenue (owned by Allina Health System)

may be redeveloped in the future or may be converted to open space. Any significant deviation from the Development Plan would require an amendment to the proposed PUD.

The Planning Commission held a public hearing on June 6, 2022, to consider repealing and replacing the PUD. No one from the public commented on the proposed PUD. However, two property owners on 9th Avenue SE called the City Planner in advance of the public hearing to learn more about the proposed PUD, but they did not object to the proposed PUD. The Planning Commission recommended that the City Council approve Ordinance 2022-16.

Recommendation:

Approve the first reading of Ordinance 2022-16.

Attachments:

1. 2022-16 Rezone the Allina Health System Campus to PUD Overlay Zoning District #2022-16 and Approve Related Development Plan

**CITY OF FARIBAULT
ORDINANCE No. 2022-16**

**REZONE THE ALLINA HEALTH SYSTEM CAMPUS TO PUD OVERLAY ZONING
DISTRICT #2022-16 AND APPROVE RELATED DEVELOPMENT PLAN**

WHEREAS, Allina Health System (the Owner) submitted an application to the City of Faribault requesting approval of an amendment to PUD (Planned Unit Development) Overlay Zoning District #2015-15 for property commonly referred to as the Allina Health System Campus and legally described and graphically depicted in *Exhibit A: Legal Description and Graphic Depiction of Subject Property*; and

WHEREAS, PUD Overlay Zoning District #2015-15 includes multiple references to Johnston Hall, which the Owner demolished after City approval in 2021 due to safety concerns; and

WHEREAS, Ordinance 2022-16 is intended to repeal and replace PUD Overlay Zoning District #2015-15 with PUD Overlay Zoning District #2022-16 to reflect the removal of Johnston Hall from the Allina Health System campus; and

WHEREAS, PUD Overlay Zoning District #2022-16 is intended to facilitate coordination of uses, parking, circulation, signage, stormwater management, and other features on the campus in a manner that benefits the uses on the campus but that also provides the public with convenient access to interrelated healthcare services; and

WHEREAS, the Planning Commission, on June 6, 2022, following proper notice, held a public hearing regarding the Owner's request; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council repeal and replace PUD Overlay Zoning District #2015-15 with PUD Overlay District #2020-16 for the property described in Exhibit A, based on the following written findings of the Planning

Commission as outlined in Section 2-180 of the City's Unified Development Ordinance:

1. Criteria: Whether the amendment is consistent with the applicable policies of the City's Land Use Plan.

Finding: The Land Use Plan guides the subject property for public-semi public use, which includes hospitals and related uses. The primary uses in the PUD Overlay Zoning District #2022-16 are consistent with the institutional uses described in the City's Journey to 2040 Comprehensive Plan.

2. Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.

Finding: The PUD Overlay Zoning District #2022-16 benefits the public by providing a planned and established area in the community for convenient access to interrelated healthcare services.

3. Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: The existing uses in the PUD Overlay Zoning District #2022-16 are compatible with the surrounding residential neighborhood. The PUD Overlay Zoning District #2022-16 primarily clarifies allowable existing and potential uses in the District.

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

Finding: The PUD Overlay Zoning District #2022-16 primarily clarifies existing and potential uses in the district. The rezoning does not significantly change the allowable uses in the area.

5. Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: The PUD Overlay Zoning District #2022-16 allows the existing campus to continue improving and serving the growing and changing health needs of the community.

WHEREAS, the Planning Commission also hereby finds that establishing the PUD Overlay Zoning District #2022-16 for the property legally described in Exhibit A is appropriate with the findings described in the above recital and with the following findings related to the applicable objectives, as described in Section 14-20 of the City's Unified Development Ordinance, which the City Council must consider in the approval of a planned unit development:

1. Objective: Accommodation of the growing demand for housing of all types and for commercial facilities conveniently located to such housing.

Finding: The PUD Overlay Zoning District #2022-16 allows the potential for housing in the district that is consistent with the underlying zoning district. This housing could benefit staff on the campus. It could also benefit residents by providing housing conveniently located near existing healthcare uses.

2. Objective: Innovation in land development techniques that may be more suitable for a given parcel than traditional approaches.

Finding: The PUD Overlay Zoning District #2022-16 includes interrelated healthcare uses that benefit by their proximity to each other. It allows coordinated parking, circulation, signage, and other features, which benefits those accessing the uses in the district.

3. Objective: Preservation of historical or cultural landscape features through private or public reservation of land.

Finding: After many years of trying to find a viable use for the former Johnston Hall, which is on the National Register of Historic Places, the Owner demolished Johnston Hall in 2021 due to significant building safety concerns. No significant historical or cultural features exist on the Allina Health System campus today. However, the PUD Overlay Zoning District #2022-16 includes an area for a Johnston Hall memorial.

4. Objective: Coordination of architectural styles and building forms in an effort to ensure compatibility with surrounding land uses.

Finding: The PUD Overlay Zoning District #2022-16 strengthens the ability of the property owners and tenants in the district to coordinate

architectural styles and building forms in a manner that is compatible with the interrelated uses in the district and surrounding residential neighborhood.

WHEREAS, the Planning Commission also hereby finds the Development Plan for PUD Overlay Zoning District #2022-16 associated with the property legally described in Exhibit A is appropriate with the following findings as required by Section 14-140 of the City's Unified Development Ordinance:

Finding 1: Adequate property control is established and provided to protect the individual owner's rights and property values and to define legal responsibilities for maintenance and upkeep.

Expanded Finding 1: The Owner controls all of the land included in the Development Plan for PUD Overlay Zoning District #2022-16. Consequently, the Owner has control over maintenance and upkeep of all of the subject property.

Finding 2: The interior circulation plan and access from and onto public right-of-way does not create congestion or dangers and is adequate for the safety of the project residents and general public.

Expanded Finding 2: The Development Plan does not create new accesses from and onto public right-of-ways. The Development Plan substantially maintains the existing interior circulation at the subject property. It does not create congestion or dangers and it is adequate for the safety of the project residents, employees, and the public.

Finding 3: A sufficient amount of usable open space is provided.

Expanded Finding 3: The Development Plan does not adversely affect any existing usable open space. Other than a proposed Johnston Hall memorial and the potential expansion of an existing parking lot on the site of the former Johnston Hall, the Development Plan does not anticipate any future development or loss of open space at this time.

Finding 4: The arrangement of buildings, structures, and accessory uses does not unreasonably disturb the privacy of surrounding property owners or reduce the value of adjacent properties.

Expanded Finding 4: The Development Plan does not anticipate future buildings or building additions. Any future buildings or significant additions to existing buildings would require a PUD amendment.

Finding 5: The architectural design of the project is compatible with the surrounding area.

Expanded Finding 5: The Development Plan does not anticipate future buildings or building additions. The existing architectural design of the campus is compatible with the surrounding area.

Finding 6: The project will not place a burden on existing municipal infrastructure, including utility and drainage systems.

Expanded Finding 6: The Development Plan does not significantly affect public infrastructure. Stormwater is accommodated in a manner consistent with City and other applicable regulations.

Finding 7: The development schedule ensures a logical development of the site, protecting the interests of project residents and the general public.

Expanded Finding 7: The Development Plan does not anticipate any significant new development at this time. Any significant future development would require a PUD amendment.

Finding 8: The planned unit development is in reasonable compliance with the intent and purpose of the Land Use Plan.

Expanded Finding 8: The City's Journey to 2040 Comprehensive Plan guides the subject property for institutional use, which is consistent with the Development Plan; and

WHEREAS, the City Council held a public meeting on June 14, 2022, to conduct a first reading of the rezoning of the property legally described in Exhibit A to PUD Overlay Zoning District #2022-16 and approve the related Development Plan; and

WHEREAS, the City Council also held a public meeting on _____, 2022, to conduct a second reading of the rezoning of the property legally described in Exhibit A to PUD Overlay Zoning District #2022-16 and approve the related Development Plan; and

WHEREAS, it is in the best interest of the Owner and the City to repeal and replace PUD Overlay Zoning District #2015-15 with PUD Overlay Zoning District #2022-16; and

WHEREAS, the City Council concurs with the findings of the Planning Commission as stated in the above recitals and hereby makes the identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

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

Section 2: Repeal and replace PUD Overlay Zoning District #2015-15 with PUD Overlay Zoning District #2022-16. The City Council hereby repeals and replaces PUD Overlay Zoning District #2015-15 with PUD Overlay Zoning District #2022-16, which provides as follows:

PUD Overlay Zoning District #2022-16

A. Intent. PUD Overlay Zoning District #2022-16 encompasses an existing healthcare campus in Faribault. The district benefits the public by providing a planned and established area in the community for convenient access to interrelated healthcare services. The intent of the district is as follows:

1. Facilitate the integrated use of the existing hospital and related complementary uses in the district in a manner compatible with the surrounding residential neighborhood.
2. Ensure that new uses in the district are compatible with the existing healthcare uses in the district and the surrounding residential neighborhood.
3. Coordinate parking, circulation, signage, architecture, and other related features between the uses in the district.
4. Balance the value of future expansion in the district with the need to protect significant natural features and provide quality and functional outdoor spaces.

B. Permitted Uses. The following shall be permitted uses in the PUD Overlay Zoning District #2022-16:

1. All uses permitted in the underlying P/I, Public/Institutional Zoning District;
2. Hospital;
3. Medical, dental, and mental health clinics, including ambulatory care centers;
4. Medical or dental laboratory;

5. Heliport, as an accessory use to a hospital;
6. Massage parlor;
7. Offices;
8. Short term lodging related to the health system campus staff and visitors;
9. Existing residential uses established before the adoption of this Ordinance;
10. Retail that is incidental and complementary to uses on the health system campus, including, but not limited to a gift shop, coffee shop, or similar use;
11. Parking as a principal use on a parcel; and
12. Other uses not specifically listed in this Ordinance, but for which the City Planner or other Authorized Agent of the City has determined that the uses are consistent with the intent of the permitted uses in the PUD Overlay Zoning District #2022-16.

C. Conditional Uses. The following shall be conditional uses in the PUD Overlay Zoning District #2022-16:

1. All conditional uses in the P/I, Public/Institutional Zoning District. In the event permitted uses in the PUD Overlay Zoning District #2022-16 conflict with the conditional uses of the underlying district, the permitted uses in the PUD Overlay Zoning District #2022-16 as outlined in this Ordinance shall apply.
2. Other uses not specifically listed in this Ordinance, but for which the City Planner or other Authorized Agent of the City has determined that the uses are consistent with the intent for conditional uses in the PUD Overlay Zoning District #2022-16.

D. Accessory Uses and Standards. Accessory uses associated with residential uses in the PUD Overlay Zoning District #2022-16 shall be consistent with the residential accessory uses and standards specified in the City's Unified Development Ordinance. Accessory uses associated with nonresidential uses in the PUD Overlay Zoning District #2022-16 shall be associated with the nonresidential

accessory uses and standards specified in the City's Unified Development Ordinance.

E. Setback Requirements for Principal Buildings. Principal building setbacks adjacent to a public street and at the periphery of the PUD Overlay Zoning District #2022-16 shall be consistent with the principal building setback requirements of the underlying zoning district, unless allowed otherwise by this Ordinance.

F. Principal Building Height. The height of principal buildings in the PUD Overlay Zoning District #2022-16 shall be consistent with the height requirements of principal buildings in the underlying P/I, Public/Institutional district.

G. Density, Floor Area Ratio, and Open Space. The PUD Overlay Zoning District #2022-16 shall strive to provide a minimum of 20 percent open space. However, there shall be no required standard related to density, floor area ratio, or open space. Significant open space in the PUD Overlay Zoning District #2022-16, including, but not limited to wooded ravines, shall be protected to the maximum extent practical as required by other applicable ordinances. The PUD Overlay Zoning District #2022-16 shall provide and maintain quality outdoor spaces in the form of landscaped plazas, gardens, and/or other amenities for use by employees and visitors in the district.

H. Architecture. The architectural design of structures in the PUD Overlay Zoning District #2022-16 shall be compatible with each other and with the surrounding residential neighborhood.

I. Access, Parking, and Circulation. The PUD Overlay Zoning District #2022-16 shall have a Comprehensive Access, Parking, and Circulation Plan on file with the City, which ensures adequate and coordinated access, parking, and circulation between all uses in the district, as follows:

1. The plan shall identify measures that the Owner will implement to help ensure that patients and visitors have adequate, convenient, and safe parking near the entrances to the healthcare facilities. Such measures shall include signage that clearly designates specific parking areas for visitors, patients, employees, and others. Other measures shall include developing and implementing a communication plan that will help ensure that employees park in designated employee parking areas.

2. A minimum of 642 onsite parking spaces shall be provided for the uses in the district as shown in Exhibit B: Development Plan for the PUD Overlay Zoning District #2022-16).
3. No intensification of use in the PUD Overlay Zoning District #2022-16 shall be permitted unless the existing parking in the district accommodates the additional parking demand as required by the City's Unified Development Ordinance or a City-approved parking study. The City's Development Review Committee may approve minor changes to the parking and circulation shown on the Development Plan. Specifically, the City's Development Review Committee may approve parking lot revisions and expansion at the site of the former Johnston Hall.
4. Any situation in which a required parking space is rendered unusable by snow storage, materials, equipment, or other means, shall be promptly remedied and the required parking space returned to a usable condition.
5. Handicapped-accessible parking spaces shall be provided at a ratio consistent with the standards of the Americans with Disabilities Act and the Minnesota Accessibility Code for the appropriate uses in the PUD Overlay Zoning District #2022-16, recognizing hospital and rehabilitation uses require a higher percentage of handicapped-accessible parking spaces than other uses.
6. No new access of public streets or highways shall be provided without the written consent of the appropriate street jurisdiction.
7. All deliveries to the west delivery dock of the existing hospital use shall be performed by maneuvering wholly onsite. No stopping or backing from 6th Street SE shall be permitted by delivery or service vehicles unless specifically approved by the City of Faribault and any other pertinent governing authority.

J. Landscaping and Screening. Landscaping and screening in the PUD Overlay Zoning District #2022-16 shall be consistent with the applicable standards of the City's Unified Development Ordinance. However, in conjunction with site plan review required for future development in the district, the City may require additional landscaping and screening (above that required by the Unified Development Ordinance), particularly where the periphery of the PUD Overlay Zoning District #2022-16 abuts existing or guided residential

uses or where the City finds that additional landscaping is needed to offset development in the district.

K. Signs. The PUD Overlay Zoning District #2022-16 shall have a Comprehensive Sign Plan, which ensures coordinated and compatible signage for all uses in the district, as follows:

1. The Comprehensive Sign Plan shall be approved by the City Planner or other Authorized Agent of the City.
2. All signs shall be substantially consistent with the general sign provisions specified in Chapter 9, Article 1 of the City's Unified Development Ordinance.
3. Signs associated with residential uses in the district shall be substantially consistent with the sign requirements related to residential uses as specified in Chapter 9, Article 2 of the City's Unified Development Ordinance.
4. Signs associated with healthcare or commercial uses in the district shall be substantially consistent with the sign requirements related to commercial uses as specified in Chapter 9, Article 2 of the City's Unified Development Ordinance.
5. The City Planner or other Authorized Agent of the City shall have the authority to waive specific sign requirements specified in Chapter 9 of the City's Unified Development Ordinance (especially as they relate to directional signage and parking signage), provided that the waiver furthers the intent of the PUD Overlay Zoning District #2022-16 and is in the best interest of community.

L. Other Required Standards. Development in the PUD Overlay Zoning District #2022-16 shall be consistent with all applicable standards of the City's Unified Development Ordinance, except as may be modified by this Ordinance, the conditions of approval related to the Development Plan, and any other current or subsequent City approvals.

M. Conformance with the Approved Development Plan for PUD Overlay Zoning District #2022-16. Development in the PUD Overlay Zoning District #2022-16 shall be in substantial conformance with the approved Development Plan shown in Exhibit B.

Section 3: Rezoning of Parcels to PUD Overlay Zoning District #2022-16.

1. Parcels in the Allina Health System campus legally described in *Exhibit A: Legal Description and Graphic Depiction of the Subject Property*, are hereby rezoned to PUD Overlay Zoning District #2022-16.
2. The Official Zoning Map of the City of Faribault shall not be republished to show the aforesaid rezoning, but the City Planner shall appropriately mark the Official Zoning Map on file with the City Planner for the purpose of indicating the rezoning.

Section 4: Approval of the Development Plan for PUD Overlay Zoning District #2022-16. The Development Plan for PUD Overlay Zoning District #2022-16 as shown in Exhibit B, is hereby approved as follows:

1. Approval of said Development Plan authorizes the Owner to proceed with requesting Site Plan approval from the City's Development Review Committee. The following development may occur without and amendment to the PUD Overlay Zoning District #2022-16 provided the development is approved by the City's Development Review Committee:
 - a. Revisions and expansion of the existing parking lot at the site of the former Johnston Hall parking lot at 633 1st Street SE as generally shown on the Development Plan.
 - b. The development of a Johnston Hall memorial in the general area shown on the Development Plan.
 - c. The removal of the existing single-family residential structure at 14 State Avenue and the subsequent restoration of the site.
2. The City's Development Review Committee may attach appropriate conditions to any Site Plan approval related to the work shown in the approved Development Plan. Such conditions may include appropriate provisions to ensure that all applicable provisions from previous City approvals are adequately addressed.

Section 5: Existing Violations and Missing Documents. The City may withhold development-related approvals and permits until existing development violations on the campus or missing documents associated with past City approvals (if any) are remedied.

Section 6: Effective Date. This Ordinance shall be effective immediately upon its passage and publication according to the Faribault City Charter.

Public Hearing: June 6, 2022

First Reading: June 14, 2022

Second Reading: _____

Published: _____

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A: Legal Description and Graphic Depiction of Subject Property

Parcel 1:

Lots 1, 2, 3, 4, 5, 6, 7, 15, 16, 17, the South 10 feet of Lot 18, and Lot 23, except the East 141.22 feet, all in Block 6, all in Auditor's Plat No. 1, SW $\frac{1}{4}$ of Section 32, Township 110 North, Range 20 West of the 5th Principal Meridian, Faribault, Rice County, Minnesota.

Torrens Property
Certificate of Title No. 10644

Parcel 2:

Lots 8, 9, 10, 11, 12, 13, 14, and the West 5 feet of Lot 32, all in Block 6, all in Auditor's Plat No. 1, SW $\frac{1}{4}$ of Section 32, Township 110 North, Range 20, West of the 5th Principal Meridian, Faribault, Rice County, Minnesota.

Abstract Property

Parcel 10:

Lot 7, 8, 9, 10, and the East 82.4 feet of Lot 11, all in North Seabury Addition, Faribault, Rice County, Minnesota, and the East 82.4 feet of all of Lots 7 and 8, Block 1, Faribault's Addition to Faribault, which lies North and West of line drawn from the Southwest Corner of said Block 1, northeasterly to the Northeast Corner of said Lot 7, of Block 1.

Torrens Property
Certificate of Title No. 10643

Parcel 3:

All of Block 4, Auditor's Plat No. 1 of the SW $\frac{1}{4}$ of Section 32, Township 110 North, Range 20 West of the 5th P.M., Faribault, Rice County, Minnesota, excepting therefrom that part of said Block 4 described as follows: Beginning at a point in the North line of said Block 4, a distance of 179.00 feet westerly from the Northeast Comer of said Block 4; thence southerly, parallel with the East line of said Block 4, a distance of 225.00 feet; thence westerly, parallel with said North line of Block 4, a distance of 154.00 feet; thence northerly, parallel with said East line, 75.00 feet; thence westerly, parallel with said North line, 36.00 feet; thence northerly, parallel with said East line, 150.00 feet to a point in said North line; thence easterly along said North line, 190.00 feet to said point of beginning.

Torrens Property
Certificate of Title No. 8851

Parcel 4:

Common Elements, Condominium Number 8, Johnston Hall Condominium, Faribault, Rice County, Minnesota.

Torrens Property
Certificate of Title No. 10831

Parcel 5:

Unit 1, Condominium Number 8, Johnston Hall Condominium, Faribault, Rice County, Minnesota.

Torrens Property
Certificate of Title No. 10768

Parcel 6:

Unit 2, Condominium Number 8, Johnston Hall Condominium, Faribault, Rice County, Minnesota.

Torrens Property
Certificate of Title No. 10769

Parcel 7:

Lot 3, North Seabury Addition, Faribault, Rice County, Minnesota

Parcel 8:

Lot 5, North Seabury Addition, Faribault, according to the plat thereof on file and of record in the Register of Deeds for Rice County, Minnesota.

Torrens Property

Certificate of Title No. 10154

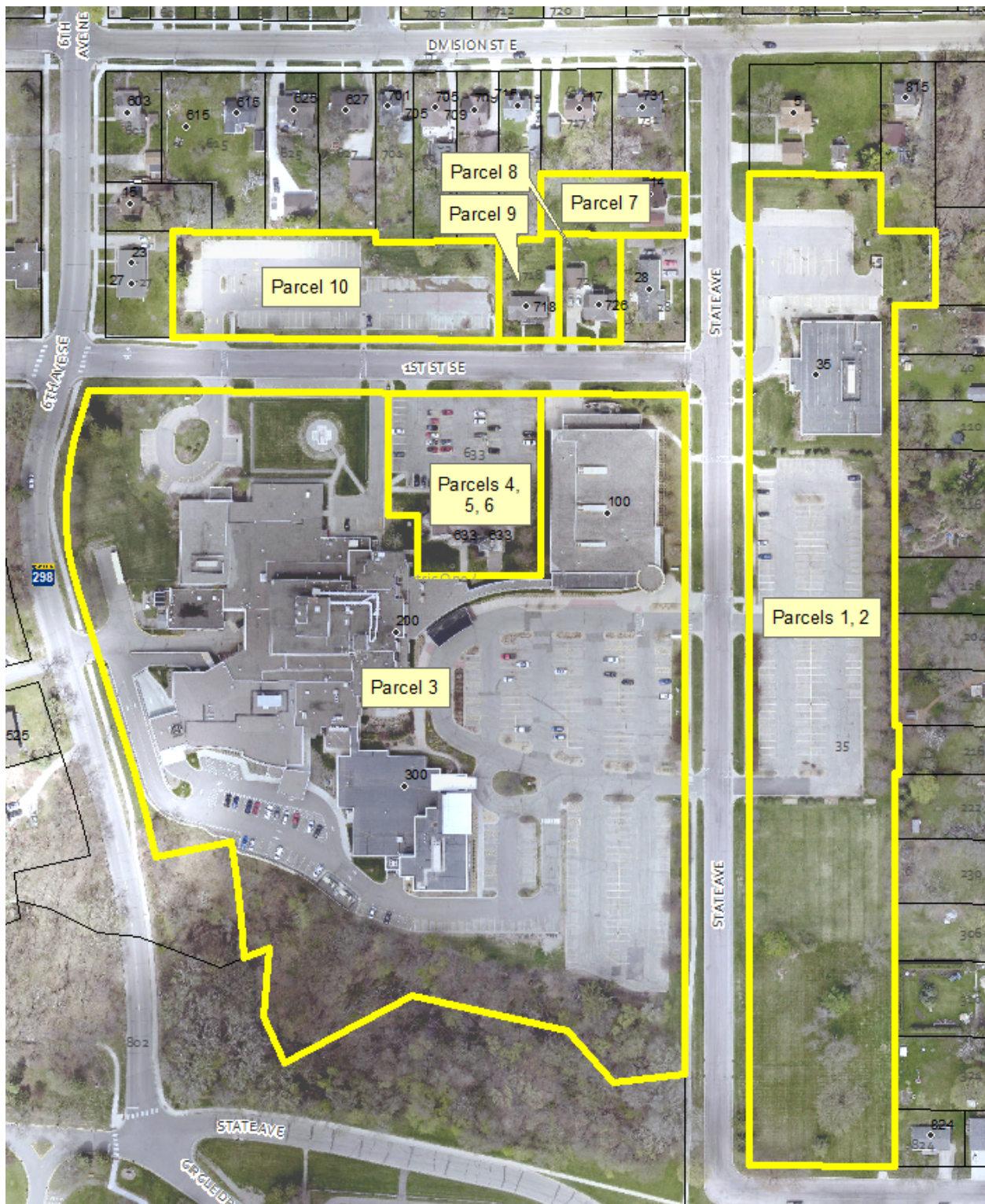
Parcel 9:

Lot 6, North Seabury Addition, Faribault, Rice County, Minnesota.

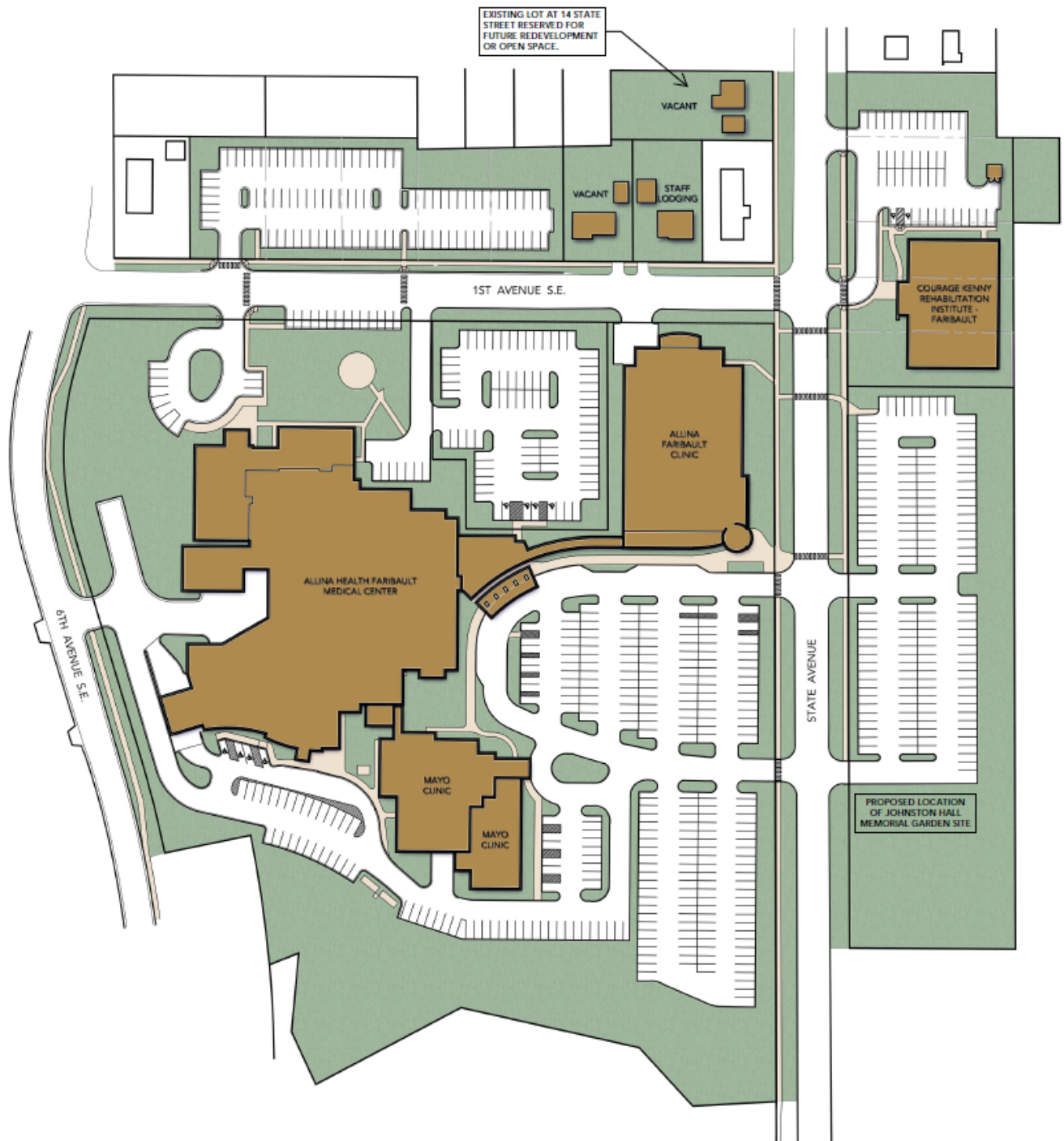
Torrens Property

Certificate of Title No. 8319

Graphic Depiction of Property Rezoned to PUD Overlay Zoning
District #2022-



**Exhibit B: PUD Development Plan for PUD Overlay Zoning District
#2022-__**





Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: June 14, 2022
SUBJECT: Ordinance 2022-17 Rezone the Parcels at 1001, 1101, 1105 Division Street West from I-2, Heavy Industrial to C-2, Highway Commercial - First Reading

Background:

The parcels at 1001, 1101, and 1105 Division Street West (the subject property) are currently zoned I-2, Heavy Industrial. However, the City's Journey to 2040 Comprehensive Plan guides these parcels for commercial/residential mix. The City's Zoning Map must be consistent with the Comprehensive Plan. Therefore, the City initiated rezoning these parcels from I-2, Heavy Industrial, to C-2, Highway Commercial, which is consistent with the existing, proposed, and potential uses of the parcels.

The Planning Commission held a public hearing on June 6, 2022. The Owner of 1105 Division Street West attended the public hearing and asked about the potential uses allowed in the C-2, Highway Commercial District. The Owner did not object to the rezoning. The Planning Commission recommended approval of Ordinance 2022-17.

Recommendation:

Approve the first reading of Ordinance 2022-17.

Attachments:

1. Ordinance 2022-17 Rezone the Properties at 1001, 1101, and 1105 Division Street West from I-2, Heavy Industrial to C-2, Highway Commercial

**CITY OF FARIBAULT
ORDINANCE No. 2022-17**

**REZONE THE PARCELS AT 1001, 1101, AND 1105 DIVISION STREET WEST FROM
I-2, HEAVY INDUSTRIAL TO C-2, HIGHWAY COMMERCIAL**

WHEREAS, the parcels at 1001, 1101, and 1105 Division Street West (the subject property) are currently zone I-2, Heavy Industrial; and

WHEREAS, the City's Journey to 2040 Comprehensive Plan guides the subject property for commercial/residential mix; and

WHEREAS, the City's Zoning Map must be consistent with the City's Comprehensive Plan; and

WHEREAS, the City initiated an application to rezone the subject property to C-2, Highway Commercial, which is consistent with existing and potential uses of the subject property; and

WHEREAS, the Planning Commission, on June 6, 2022, following proper notice to the owners of the subject property, held a public hearing regarding rezoning the subject property to C-2, Highway Commercial, as shown in Exhibit A; and

WHEREAS, the Planning Commission finds that it is appropriate to rezone the subject property to C-2, Highway Commercial, based on the following written findings of the Planning Commission as required by Section 2-180 of the City's Unified Development Ordinance:

1. Criteria: Whether the amendment is consistent with the applicable policies of the City's Land Use Plan.

Finding: The subject property is currently zoned I-2, Heavy Industrial, which is inconsistent with the Comprehensive Plan, which guides the subject property for commercial/residential mix. The proposed C-2, Highway Commercial zoning of the property is consistent with the Comprehensive Plan.

2. Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.

Finding: It is in the public interest to rezone the subject property to be consistent with the City's Comprehensive Plan.

3. Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the

property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: The existing and potential uses of the subject property relate more closely to commercial uses rather than heavy industrial uses. The proposed zoning would allow the existing uses on the subject property to continue.

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

Finding: The existing uses of the subject property are not heavy industrial uses. Therefore, the proposed rezoning to C-2, Highway Commercial is in the best interest of the property owners and the City.

5. Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: The proposed rezoning to C-2, Highway Commercial, relates to the existing uses. The trend is for industrial uses to be located closer to Interstate Highway 35.

WHEREAS, the City Council held a public meeting on June 14, 2022, to consider approval of the first reading of Ordinance 2022-17; and

WHEREAS, the City Council also held a public meeting on _____, 2022, to consider approval of the second reading of Ordinance 2022-17; and

WHEREAS, based on the City Staff report, the results of the public hearing, and the written findings of the Planning Commission, the City Council of the City of Faribault concurs with the written findings of the Planning Commission and makes the identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Rezone the parcels at 1001, 1101, and 1105 Division Street West to C-2, Highway Commercial. The Faribault City Council hereby rezones the parcels at 1001, 1101, and 1105 Division Street West, as depicted in Exhibit A of this ordinance, to C-2, Highway Commercial.

Section 2: The zoning map need not be republished. The City of Faribault is not required to republish the city zoning map to reflect the rezoning. However, the City Planner must appropriately indicate the amendment on the Official Zoning Map on file with the City Planner.

Section 3: Findings and incorporation of recitals and exhibits. The recitals and exhibits incorporated in this ordinance constitute the City Council's written findings protecting the public's health, safety, and welfare.

Section 4: Effective date. This ordinance shall be effective immediately upon its passage and publication per the provisions of the Faribault City Charter.

Public Hearing: June 6, 2022

First Reading: June 14, 2022

Second Reading: _____

Publication: _____

Faribault City Council

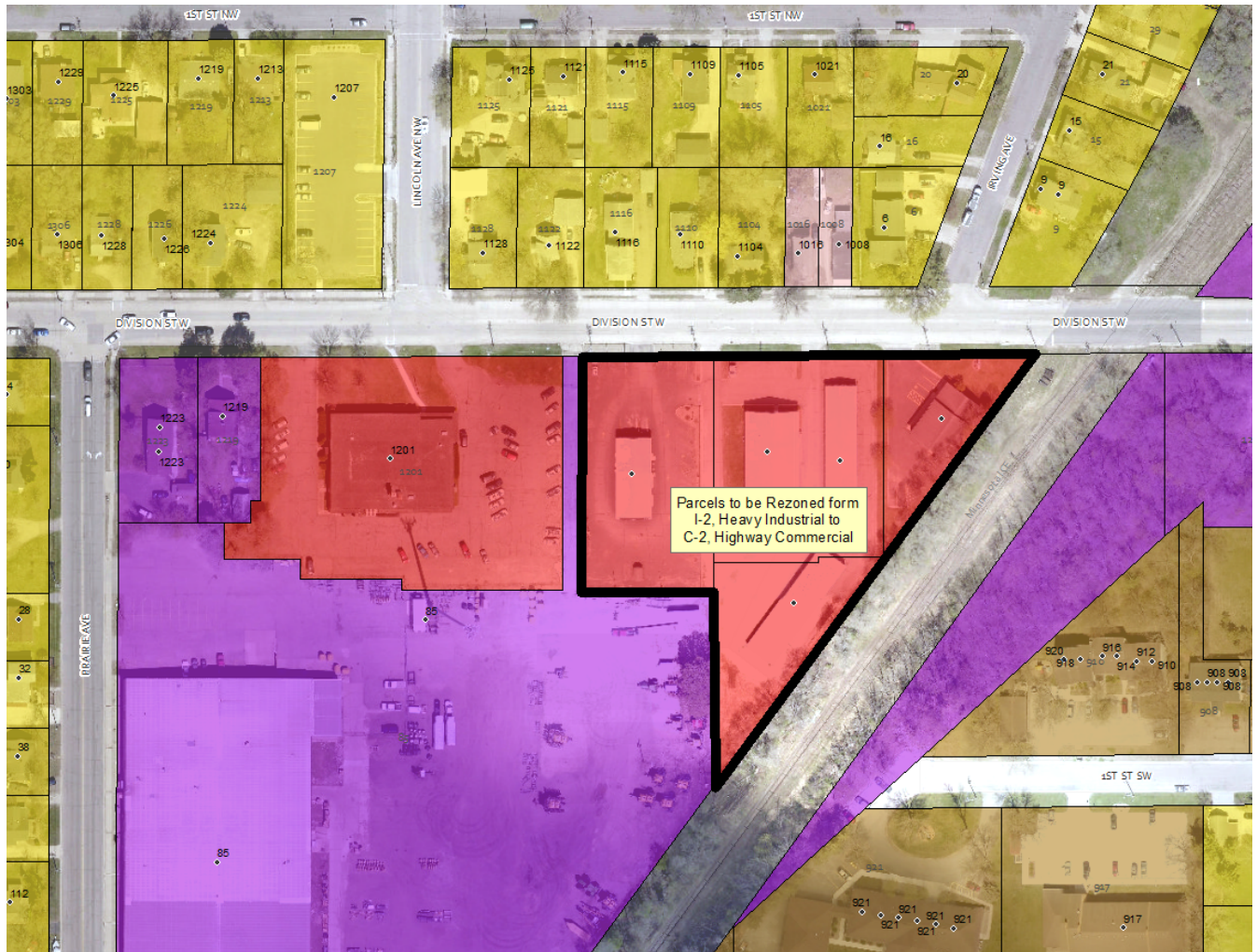
Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A

Map Showing the Parcels at 1001, 1101, and 1105 Division Street West to be Rezoned to C-2, Highway Commercial





Request for Council Action

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: June 14, 2022
SUBJECT: Ordinance 2022-18 Amend Sec. 7-38 of the Faribault City Code of Ordinances regarding Licensing of Rental Units - First Reading

Background:

As part of the negotiation of the Settlement Agreement and Release of All Claims for Case No. 18-CV-01643 (JRT/HB) Jones, etal. v. City of Faribault (commonly referred to as "the ACLU lawsuit"), the City agreed to amend several sections in the Code of Ordinances pertaining to the licensing of rental housing and the crime-free housing program. The attached ordinance amends Sec. 7-38. - Licensing of rental units. The primary revision is the addition of language that requires rental applications and renewals include agreed-upon "Licensee Certification" requirements.

Recommendation:

Approve Ordinance 2022-18 on First Reading

Attachments:

1. Ordinance 2022-18 Amend Sec. 7-38 Licensing of Rental Units - First Reading

**CITY OF FARIBAULT
ORDINANCE No. 2022-18**

**AMEND SEC. 7-38 OF THE FARIBAULT CITY CODE OF ORDINANCES
REGARDING LICENSING OF RENTAL UNITS**

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

Section 1. Section 7-38 of Chapter 7 of the Code of Ordinances of the City of Faribault is hereby amended by adding the double-underlined language and deleting the ~~stricken~~ language as follows:

Sec. 7-38. Licensing of rental units.

(a) *License required.*

- (1) No person shall operate a rental dwelling without first having obtained a license to do so from the City of Faribault. A license shall be granted pursuant to the provisions of this article by the compliance official or designee(s).

Exceptions:

- a. An owner whose only rental dwelling is a single-family dwelling homesteaded by a relative is exempted. Compliance of this exemption may require written proof from the county.
 - b. A residential property owned by a "snowbird" where the property is rented to another person for a period of less than one hundred twenty (120) consecutive days while the owner is residing out of the State of Minnesota. The owner must occupy the property during the remainder of the year.
 - c. Unoccupied dwelling units that have been issued a vacant building registration.
- (2) When more than one building containing rental dwelling units exists on one property, a separate license shall be required for each building.
 - (3) Licenses shall be issued for a single rental dwelling unit in the case of a freestanding dwelling, a condominium, a townhouse, a dwelling in a cooperative, or a dwelling in a nonresidential structure; for a two-unit rental dwelling; or for an apartment building.
- (b) *License term.* Except for a provisional license as identified herein, a rental license issued by the city under this article will be valid for a two-year time period. All licenses may be reviewed at any time by the compliance official or designee(s) after the commencement of the license term to determine whether the rental dwelling continues to be in compliance with this article.
- (c) *License application and renewal.* ~~The license application or renewal shall be made by the owner or agent. Application forms are available from the city and must be completed in full and accompanied by the appropriate license fee as~~

~~established by the city council. Every licensee shall give notice in writing to the city within ten (10) business days after any change of information on the application or if the licensed premises is sold or otherwise conveyed in any way. Depending on the nature of changes, the city may require a new inspection of the licensed premises. Each license issued by the city under this article will expire two (2) years after the date of issuance unless otherwise suspended or revoked. An application for renewal of a license and the appropriate fee must be filed with the issuing authority at least thirty (30) days prior to the expiration date of an existing license. Any renewal license application and fee not received before the expiration date shall be assessed a late fee as established by the city council for processing of the application.~~

- (1) The license application or renewal shall be made by the owner or agent. Application forms are available from the city and must be completed in full and accompanied by the appropriate license fee as established by the city council.
- (2) Every application must contain three certifications, sworn under penalty of perjury, on a form provided by the city:
 - a. First, that the licensee understands that they are not required to conduct a criminal background check on prospective tenants, and if they choose to conduct criminal background checks of rental applicants they must only do so in compliance with Sec. 7-42(e), and that any criminal background checks conducted after July 5, 2022 were conducted in compliance with Sec. 7-42(e).
 - b. Second, that the licensee completed the training video on the housing providers obligations under Faribault's rental housing ordinance, the Fair Housing Act, 42 U.S.C. §§ 3601-19, and the Minnesota Human Rights Act, Minn. Stat. 363A.09, within six months of July 5, 2022.
 - c. Third, that the licensee maintains the following records for three years after receipt of an application for rental housing: the rental applications; the criminal records associated with those applications; letters between the landlord and applicant; the rental decision for that applicant, and the basis for that decision. The licensee understands that these records are subject to inspection by the city, and upon reasonable basis to believe a licensee is violating the Ordinance, such as by receipt of a complaint, the city will investigate, which may include sharing records with a third-party non-profit organization, and take appropriate action.
- (3) Every licensee shall give notice in writing to the city within ten (10) business days after any change of information on the application or if the licensed premises is sold or otherwise conveyed in any way. Depending on the nature of changes, the city may require a new inspection of the licensed premises.
- (4) Each license issued by the city under this article will expire two (2) years after the date of issuance unless otherwise suspended or revoked.
- (5) An application for renewal of a license and the appropriate fee must be filed with the issuing authority at least thirty (30) days prior to the expiration date of an existing license. Any renewal license application and

fee not received before the expiration date shall be assessed a late fee as established by the city council for processing of the application.

Within thirty (30) days of receipt of a completed application and of the license fee required by this article, the inspector shall schedule an inspection. No license shall be granted or renewed until the inspector has determined that all life, health safety violations, or application inconsistencies have been corrected. In cases where a weather deferral for repairs has been granted by the inspector, the license may be granted on conditions of the repairs being completed before a specific date in the future. If the license application is incomplete, or the applicant does not meet the requirements of this section during the term of a provisional license issued under ~~section~~[Sec. 7-39](#), the application shall be canceled.

(d) *License and inspection fees.* License fees, as set forth by city council resolution, shall be due thirty (30) days prior to the license expiration date~~;~~[.](#)
~~I~~[In](#) the cases of new unlicensed units, license fees shall be due at time of application.

(1) *License fees, delinquent payments.* A delinquency penalty of fifteen (15) percent of the amount of the license fee may be charged to the operators of the dwelling unit. Once issued, a license is nontransferable and the licensee shall not be entitled to a refund of any license fee. Upon revocation or modification of a license, or if the applicant withdraws an application, or in the case of an incomplete application or process, or if an application is canceled, the fee shall be nonrefundable.

(2) *Inspection/reinspection fees.* Fees for annual inspections of a rental dwelling are part of paid license fees. Reinspection fees will only be charged for subsequent inspections after failure to comply with official orders or when the owner or agent fails to keep a scheduled inspection without prior notice to the inspector. All reinspection fees are set by city council resolution. If the reinspection is being performed as part of the licensing process, fees must be paid prior to the time of license issuance or renewal. If a reinspection fee of any portion is not paid within thirty (30) days after billing, or within thirty (30) days after any appeal becomes final, the city council may certify the unpaid cost against the rental dwelling.

(e) *Minimum licensing standards.* The following minimum standards and conditions must be met in order for an owner to hold or be granted a rental dwelling license under this article. Failure to comply with any of these standards or conditions shall be adequate grounds for denial, nonrenewal, suspension or revocation of an owner's rental dwelling license.

(1) The licensee or applicant must have a current, complete, and accurate rental dwelling application on file with the city.

(2) The licensee or applicant shall have paid the required license fee and any other fees required by this article.

(3) The licensee or applicant must be current on the payment of all utility fees, taxes, assessments, fines, penalties, or other financial claims due to the city on the licensed premises and any other rental dwelling in the city owned by the licensee or the applicant. In the event a suit has been commenced under Minnesota Statutes, Sections 278.01—278.03, questioning the amount or validity of taxes, the city may upon request of the licensee or applicant waive strict compliance with this provision; no

waiver may be granted, however, for taxes or any portion thereof that remain unpaid for a period exceeding one (1) year after becoming due.

- (4) The rental dwelling must be in compliance with all federal, state and local laws, including but not limited to all provisions of this article, the Property Maintenance Code as adopted in ~~section~~Sec. 7-21 of the city Code, and all applicable zoning laws.

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 14, 2022

Second Reading:

Publication Date:

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: June 14, 2022
SUBJECT: Ordinance 2022-19 Amend Sec. 7-40(h) of the Faribault City Code of Ordinances regarding Occupancy Standards for Rental Dwelling Licenses - First Reading

Background:

As part of the negotiation of the Settlement Agreement and Release of All Claims for Case No. 18-CV-01643 (JRT/HB) Jones, etal. v. City of Faribault (commonly referred to as "the ACLU lawsuit"), the City agreed to amend several sections in the Code of Ordinances pertaining to the licensing of rental housing and the crime-free housing program. The attached ordinance amends Sec. 7-40(h) *Occupancy standards*. The primary revisions are the addition of bedroom size considerations in the calculation of allowable occupancy, as well as clarification that children under the age of two (2) do not count towards the occupancy limits outlined in the ordinance.

Recommendation:

Approve Ordinance 2022-19 on First Reading

Attachments:

1. Ordinance 2022-19 Amend Sec. 7-40(h) Occupancy Standards for Rental Dwelling Licenses - First Reading

**CITY OF FARIBAULT
ORDINANCE No. 2022-19**

**AMEND SEC. 7-40(H) OF THE FARIBAULT CITY CODE OF ORDINANCES
REGARDING OCCUPANCY STANDARDS FOR RENTAL DWELLING LICENSES**

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

Section 1. Section 7-40(h) of Chapter 7 of the Code of Ordinances of the City of Faribault is hereby amended by adding the double-underlined language and deleting the ~~stricken~~ language as follows:

- (h) *Occupancy standards.* The maximum permissible occupancy of a rental dwelling unit must be determined by applying one of the two standards set forth in paragraphs (1) and (2) below. Whichever standard allows the greatest number of occupants for a given rental dwelling will be the governing standard for that dwelling.
- ~~(1) Each rental dwelling must comply with the requirements of the City of Faribault Unified Development Ordinance and Property Maintenance Code.~~
- ~~(2) Notwithstanding paragraph (1), any dwelling unit may permit the total number of occupants to equal two (2) times the number of legal bedrooms plus one. Occupants under the age of two (2) years shall not be included in the calculations set forth in this paragraph.~~
- (1) Square footage standard: Every bedroom shall contain not less than 70 square feet and every bedroom occupied by more than one person shall contain not less than 50 square feet of floor area for each occupant thereof.
- (2) Headcount standard: Total number of occupants in the rental dwelling may not exceed two (2) times the number of legal bedrooms plus one.
- (3) A "legal bedroom" is "Any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit." Sec. 7-21 (adopting the 2018 Edition of the International Property Maintenance Code (IPMC), as the Property Maintenance Code of the City of Faribault); Sec. 202, 2018 IPMC (defining bedroom).
- (4) In applying either standard (1) or (2), occupants under the age of two (2) years shall not be included in the calculations.

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 14, 2022

Second Reading:

Publication Date:

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: June 14, 2022
SUBJECT: Ordinance 2022-20 Repeal and Replace Sec. 7-41 of the Faribault City Code of Ordinances regarding Disorderly Conduct Prohibition for Rental Dwelling Licenses - First Reading

Background:

As part of the negotiation of the Settlement Agreement and Release of All Claims for Case No. 18-CV-01643 (JRT/HB) Jones, etal. v. City of Faribault (commonly referred to as "the ACLU lawsuit"), the City agreed to amend several sections in the Code of Ordinances pertaining to the licensing of rental housing and the crime-free housing program. The attached ordinance repeals and replaces Sec. 7-41. - Disorderly conduct prohibited. The primary changes made by this ordinance are to narrow the list of offenses that may constitute "disorderly conduct" and clarification on the appeal process for tenants to contest the determination that disorderly conduct occurred.

Recommendation:

Approve Ordinance 2022-20 on First Reading

Attachments:

1. Ordinance 2022-20 Repeal and Replace Sec. 7-41 Disorderly Conduct Prohibition for Rental Dwelling Licenses - First Reading

**CITY OF FARIBAULT
ORDINANCE No. 2022-20**

**REPEAL AND REPLACE SEC. 7-41 OF THE FARIBAULT CITY CODE OF
ORDINANCES REGARDING DISORDERLY CONDUCT PROHIBITION FOR RENTAL
DWELLING LICENSES**

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

Section 1. Sec. 7-41 of Chapter 7 of the Code of Ordinances of the City of Faribault is hereby repealed in its entirety.

Section 2. A new Sec. 7-41 of Chapter 7 of the Code of Ordinances of the City of Faribault is hereby adopted as follows:

Sec. 7-41. - Disorderly conduct prohibited.

- (a) *Disorderly conduct prohibited.* Disorderly conduct is prohibited on all licensed rental dwellings. It shall be the responsibility of the licensee to prevent disorderly conduct by tenants, the tenant's family and the tenant's guests in the rental dwelling unit. Offenses that occur outside of the rental dwelling unit do not constitute a violation of this section. For purposes of this section, a rental dwelling unit includes the unit which the tenant, family member or guests occupy along with the common areas both inside and outside of the building where the rental dwelling unit is located.
- (b) *Disorderly conduct defined.* For the purposes of this section, disorderly conduct and nuisance conditions are the following activities committed by tenants, their family members, or guests:
 - (1) Drug-related illegal activity occurring in the rental dwelling unit. Drug-related illegal activity means the illegal possession, manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell or distribute a "controlled substance," as defined in the Controlled Substance Act (21 U.S.C. § 802).
 - (2) Minnesota Statutes, § 609.755(4) and § 609.76 prohibiting the use of one's home as a gambling place, bucket shop or lottery.
 - (3) Minnesota Statutes, §§ 609.321–609.324 prohibiting prostitution and acts relating thereto.
 - (4) Minnesota Statutes, § 340A.401, which prohibits the unlawful sale of alcoholic beverages.
 - (5) Minnesota Statutes, § 340A.503, subdiv. 1(2), which prohibits the underage use of alcoholic beverages, except within the household of and with the permission of the underage person's parent or guardian, provided there is no violation of the City's Social Host Ordinance. (See the related reference to Faribault, Minn. Ordinances, ch. 17, art. 1, §17-17, in subsection (6), below).
 - (6) The following provisions of the Faribault, Minnesota Code of Ordinances, chapter 17, article 1, §§ 17-2(1) (physical conduct only), 17-5, 17-8, 17-

- 10-17-12, 17-17 (see related subsection (5), above), and 17-42 (except for instances where the noise is caused by a medical emergency).
- (7) Minnesota Statutes § 609.66, prohibiting the unlawful use of a dangerous weapon.
 - (8) Minnesota Statutes, §§ 609.185–609.205, which prohibit murder and manslaughter, unless a tenant was acting in self defense or in defense of others.
 - (9) Minnesota Statutes, §§ 609.221–609.2231, which prohibit assault, unless a tenant was acting in self defense or in defense of others.
 - (10) Minnesota Statutes, §§ 609.342–609.3451, which prohibit criminal sexual conduct.
 - (11) Minnesota Statutes, § 609.52, which prohibits theft, as long as the acts constituting theft occur in the dwelling unit.
 - (12) Minnesota Statutes, §§ 609.561–609.5632, which prohibit arson.
 - (13) Minnesota Statutes, § 609.582, which prohibits burglary, but which shall not apply to acts that could also be considered shoplifting.
 - (14) Minnesota Statutes, § 609.595, which prohibits intentional damage to the property of another without their consent.
 - (15) Minnesota Statutes, § 609.50, subd. 1(2)–(4), which prohibits interference with a peace officer, firefighter, or member of an ambulance service in the performance of their official duties.
 - (16) Minnesota Statutes, § 609.713, subd. 1, which prohibits threatening to commit a violent crime with the intent to terrorize another or to cause the evacuation of a building.
 - (17) Minnesota Statutes, § 609.71, which prohibits riot.
 - (18) Minnesota Statutes, § 609.226, relating to great or substantial bodily harm caused by dangerous dogs and the negligent confinement of dangerous dogs.
 - (19) Minnesota Statutes, § 609.78, which prohibits intentional interference with "911" phone calls.
 - (20) Minnesota Statutes, § 243.166, subd. 6, which ascribes punishment for violating the statute's registration requirement (Predatory Offender Registration). A tenant is not subject to this section simply because they are required to register and properly do register.
 - (21) Minnesota Statutes, § 609.229 (Crime committed for benefit of a gang).
 - (22) Minnesota Statutes, § 609.903 (Racketeering).
 - (23) Minnesota Statutes, § 609.53, which prohibits stolen property, but only if the value of the property, which must be no less than \$1,000, is such that the underlying theft would qualify as a felony.
 - (24) Minnesota Statutes, §§ 609.255 (False Imprisonment) and 609.25 (Kidnapping).
- (c) *Violations and resulting action.* Upon a determination by the Faribault Police Department that disorderly conduct has been committed on a licensed premises, as described in paragraph (a), the city shall take the following actions:
- (1) For a first instance of disorderly conduct, a notice describing the specific violation(s) will be sent to the licensee via First Class mail along with a directive for the licensee to take steps to prevent further violations. The licensee shall notify the tenant or tenants within ten (10) days of the notice of disorderly conduct violation.
 - (2) If a second instance of disorderly conduct occurs within a rolling twelve-month time period for the same tenancy, a second notice describing the

specific violation(s) will be sent to the licensee via First Class Mail along with a directive for the licensee to submit a written report to the Faribault Police Department within ten (10) calendar days of receipt of the notice of disorderly use of the licensed premises which details all actions taken by the licensee in response to the previous notices of disorderly conduct on the licensed premises. The licensee shall notify the tenant or tenants within ten (10) days of the notice of disorderly conduct violation.

- (3) If a third instance of disorderly conduct occurs within a rolling twelve-month time period for the same tenancy, the rental dwelling license for the licensed premises may be suspended, revoked or not renewed by the city. An action to suspend, revoke, or not renew a rental dwelling license under this article shall be initiated by the compliance official or designee(s) pursuant to the procedures outlined in Section 7-44 herein. The licensee shall notify the tenant or tenants within ten (10) days of the notice of disorderly conduct violation, and proceed with termination of the tenancy of all tenants occupying the unit. In addition to notice, tenants shall also have the right to request a hearing to contest the Faribault Police Department's determination that the tenant has committed disorderly conduct, which includes the ability to challenge all three determinations of disorderly conduct, pursuant to the procedure set forth in Section 7-42(f)(2).
 - (4) If the compliance official or designee(s) determines that the licensee has proceeded in good faith to secure termination of the tenancy in accordance with this subsection, but was unsuccessful for reasons beyond the licensee's reasonable control, then the licensee shall not be subject to the penalties.
 - (5) In lieu of revoking, suspending or not renewing the rental license under Section 7-44 herein, the compliance official or designee(s) may require an action plan to be completed and complied with by the licensee, manager or local agent within a designated time frame which outlines the steps necessary to be taken and complied with in order to correct identified violations and the measures to be taken to ensure ongoing compliance with the city Code and other applicable laws.
- (d) *Determining disorderly conduct.* A determination that a licensed premises or any particular dwelling unit has been the location of a disorderly conduct violation shall be made upon a finding of fact by the Faribault Police Department by a preponderance of the evidence. It shall not be necessary that criminal charges be brought in order to support such finding, nor shall the dismissal or acquittal of such a criminal charge operate as a bar to any action under this section.
- (e) *Review of disorderly conduct determination.* Within five (5) days of being notified of an instance of disorderly conduct occurring on the licensed premises under section 7-41(c)(1) or (2), the licensee or tenant may submit information to the Faribault Police Department and seek reconsideration of the determination that disorderly conduct has occurred in the rental unit in violation of this article. The member of the Faribault Police Department who initially determined the existence of the disorderly conduct shall respond to the licensee's or tenant's request for reconsideration within ten (10) days after receipt of the request. Any determination of disorderly conduct which results in the revocation, suspension or nonrenewal of a rental license will be

reviewed by the city council pursuant to the provisions of Section 7-44(e) herein.

- (f) *Notices.* All notices given by the city under this article shall be personally served on the licensee or sent by First Class Mail to the licensee's address as provided to the city. If neither method of service effects notice, the city may provide notice to the licensee by posting on a conspicuous place on the licensed premises. All notices shall include notice of the provisions of Section 7-41(j).
- (g) *Lease termination.* In addition to the licensee's responsibilities to respond to disorderly conduct as outlined herein, the licensee may also be required to terminate the tenancy of a tenant that violates the crime free/drug free lease addendum as outlined in Section 7-42 herein. No adverse license action shall be imposed by the city where the instance of disorderly conduct on the licensed premises occurred during the pendency of eviction proceedings (unlawful detainer) or within thirty (30) days of notice given by the licensee to a tenant to vacate the premises where the disorderly use was related to conduct by that tenant or by other occupants or guests of the tenant's unit. Eviction proceedings shall not be a bar to adverse license action, however, unless they are diligently pursued by the licensee. Further, an action to deny, revoke, suspend, or not renew a rental license based on violations of this article may be postponed or discontinued at any time if it appears that the licensee has taken appropriate measures which will prevent further instances of disorderly use.
- (h) *Enforcement.* Enforcement actions provided in this article shall not be exclusive, and the city may take any action with respect to a licensee, a tenant, guests, or the licensed premises as is authorized by this Code or state law.
- (i) *No retaliation for making an emergency call.* For purposes of verifying instances of disorderly conduct in violation of this section, the following are exceptions:
 - (1) An "emergency call" within the definition of Minnesota Statutes, § 609.78, subd. 3, as it may be amended from time to time, will not be considered an instance of disorderly behavior for purposes of this section where the victim and suspect are "family or household members" as defined in the Domestic Abuse Act (Minn. Stat. § 518B.01, subd. 2(b)) and where there is a report, call, or complaint of "Domestic Abuse" as defined therein.
 - (i) "Family or household members" includes spouses and former spouses; parents and children; persons related by blood; persons who are presently residing together or who have resided together in the past; persons who have a child in common regardless of whether they have been married or have lived together at any time; a man and woman if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or lived together at any time; and persons involved in a significant romantic or sexual relationship.
 - (ii) "Domestic Abuse" includes the following, if committed against a family or household member by a family or household member: physical harm, bodily injury, or assault; the infliction of fear of imminent physical harm, bodily injury, or assault; or terroristic threats, criminal sexual conduct, or interference with an emergency call.

- (2) An "emergency call" within the definition of Minnesota Statutes, § 609.78, subd. 3, as it may be amended from time to time, will not be considered an instance of disorderly behavior for purposes of this section where the call is the result of a tenant, or a member of the tenant's household, or a guest taking action to seek emergency assistance that is protected by Minnesota Statutes § 504B.205, relating to a residential tenant's right to seek police and emergency assistance.
- (3) An "emergency call" within the definition of Minnesota Statutes, § 609.78, subd. 3, as it may be amended from time to time, will not be considered an instance of disorderly behavior for purposes of this section where the call is the result of an emergency assistance that is protected by Minnesota Statutes § 604A.04, relating to a person who is not a health care professional who acts in good faith in administering an opiate antagonist to another person whom the person believes in good faith to be suffering a drug overdose.
- (j) *Tenant Victim.* For purposes of determining disorderly conduct events triggering notice of a violation, the police department will evaluate whether the tenant is the alleged victim of the underlying disorderly conduct offense. A "Tenant Victim" is an individual who was a victim, or whose household member or guest was a victim, in whole or in part of the incidents that formed the basis of the disorderly conduct offense, including but not limited to domestic abuse as defined in Section 7-41(i)(1). Where the perpetrator is not a tenant, no notice of violation will be sent. Where the perpetrator is a tenant, the police department will note the tenant's victim status when providing notice of a disorderly conduct event to a licensee. The licensee will note any determination of a tenant-victim and will not take any action against the tenant-victim or other household occupants who did not perpetrate the offense. The notice required by Section 7-41(c) shall include notice of the provisions in this Section 7-41(j) and Minnesota Statutes § 504B.206, "Right of Victims of Violence to Terminate Lease." Any decision or related order in a proceeding imposing enforcement action pursuant to Section 7-41(c)-(h) with respect to an individual shall make a finding whether that individual is a victim and may be subject to such enforcement action under this Section 7-41(j).
- A tenant may not waive and a license holder may not require the tenant to waive the tenant's right under law to call for police or emergency assistance. This section shall not prohibit the eviction of tenants from a dwelling unit for unlawful conduct of a tenant or invitee or violation of any rules, regulations, or lease terms when such unlawful conduct or violation is unrelated to the conduct of which the tenant, or a member of the tenant's household, or guest is the victim.
- (k) *Falsely reporting violations.* No person shall report a violation of this article or city ordinance knowing or having reason to know that the report is false with the intent to affect the licensing status or inspection schedule of the licensed premises.
- (l) *Tenant responsibilities.*
- (1) *Access to licensed premises.* When required by Minnesota Statutes, each tenant or occupant of a rental dwelling must give the owner, agent, or authorized city official access to any part of such rental dwelling unit at reasonable times for the purpose of inspection, maintenance, repairs, or alterations as are necessary to comply with the provisions of this article.

- (2) *Compliance with regulations.* A tenant must comply with applicable city Codes and all applicable local, state, and federal regulations. A tenant is responsible for compliance with all applicable city Code, nuisance, and violations of disorderly conduct as specified in this section that occur in the dwelling unit, including violations committed by household members or guests.

Section 3. 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 14, 2022

Second Reading:

Publication Date:

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: June 14, 2022
SUBJECT: Ordinance 2022-21 Repeal and Replace Sec. 7-42 of the Faribault City Code of Ordinances regarding the Crime-free Housing Program - First Reading

Background:

As part of the negotiation of the Settlement Agreement and Release of All Claims for Case No. 18-CV-01643 (JRT/HB) Jones, etal. v. City of Faribault (commonly referred to as "the ACLU lawsuit"), the City agreed to amend several sections in the Code of Ordinances pertaining to the licensing of rental housing and the crime-free housing program. The attached ordinance repeals and replaces Sec. 7-42. - Crime-free housing program. The most significant change with this ordinance, and arguably the biggest overall change as a result of the lawsuit, is making criminal background checks optional (but recommended by the City), instead of mandatory as required under the previous ordinance. This ordinance also modifies the background check procedure, limiting what portions of a criminal record may be considered in a housing application.

Recommendation:

Approve Ordinance 2022-21 on First Reading

Attachments:

1. Ordinance 2022-21 Repeal and Replace Sec. 7-42 Crime-free Housing Program - First Reading

**CITY OF FARIBAULT
ORDINANCE No. 2022-21**

**AMEND SEC. 7-42 OF THE FARIBAULT CITY CODE OF ORDINANCES
REGARDING CRIME-FREE HOUSING PROGRAM**

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

Section 1. Sec. 7-42 of Chapter 7 of the Code of Ordinances of the City of Faribault is hereby repealed in its entirety.

Section 2. A new Sec. 7-42 of Chapter 7 of the Code of Ordinances of the City of Faribault is hereby adopted as follows:

Sec. 7-42. - Crime-free housing program.

- (a) *Purpose.* The city council finds that repeated police calls to rental dwelling units in the city related to disturbances or criminal activity have taxed law enforcement resources. The city council also finds that persons residing in rental dwelling units who engage in disorderly conduct or cause nuisance conditions create an unacceptable environment for others living in close proximity, thereby threatening the public safety and welfare of the community. In order to preserve and protect the city's neighborhoods and to promote public safety, the city council enacts this section. For the purpose of this section of the city Code, the crime-free housing program shall refer to the Minnesota Crime Prevention Association's Crime-Free Multi Housing Program, unless otherwise indicated or amended by this section. The phases of the program include, but are not limited to, the conditions set forth below.
- (b) *Crime-free housing program overview.*
 - (1) An owner, agent or property manager of a rental dwelling in the city must comply with the following components of the city's crime-free housing program:
 - (i) Attend a certified eight-hour crime-free housing course presented by the police department, fire department, public housing and others, which shall include fair housing training. Training will be available in English, Somali, Spanish and sign language, if requested.
 - (ii) For any housing provider who previously completed the training in Section 7-42(b)(i) prior to July 5, 2022, they must complete a video training (pre-recorded) on conducting criminal background checks in compliance with the requirements of the ordinance, as well as federal and Minnesota law. The training video is available on the City's website.

- (iii) Use a written lease which includes the crime-free/drug free housing lease addendum.
 - (iv) Actively pursue the eviction of the tenants or termination of the lease with the tenants who violate the terms of the lease and/or the crime free/drug free housing lease addendum. Nothing in this provision restricts licensees from entering into leases with applicants possessing a criminal history.
- (2) It is recommended, but not required, that an owner, agent or property manager of a rental dwelling conduct a criminal background check of all prospective tenants eighteen (18) years and older. If an owner, agent or property manager chooses to conduct a criminal background check, they must do so in compliance with Section 7-42(d).
- (c) *Crime-free housing program training.*
- (1) Every owner, agent, or property manager of a rental dwelling must attend a crime-free housing training program that is either offered by the city or another municipality within the State of Minnesota. Each owner, agent, or property manager will be charged a fee to attend the crime-free housing training if attended in the City of Faribault. The owner, agent, or property manager will provide the city with proof of having received such training to the Faribault Police Department if it is obtained from another city or other source.
 - (2) All new rental licenses applied for and issued after the adoption of this chapter have two (2) years from the day of license issuance for the owner, agent or property manager to attend and provide proof of completion of the crime-free housing training. Licenses may be considered for revocation, suspension or nonrenewal for failure to attend the crime-free housing training and provide proof to the Faribault Police Department within the deadlines proscribed herein.
- (d) *Tenant background checks.* All licensees who choose to conduct criminal background checks on prospective tenants eighteen (18) years and older must do so in compliance with the following two-step procedure. Licensee must provide the written copy of this two-step criminal background check policy, provided by the City, to the applicant prior to accepting the application or application fee.
- (1) Step One: Limited Criminal Background Screening. A licensee may conduct a limited criminal background screening either for the applicant or for all individuals age 18 and older who will reside in the rental dwelling, as long as the policy is applied to all applicants consistently. The limited criminal background screening will consider only:
 - (i) Felony criminal convictions related to the following categories of offenses: (1) property offenses,¹ (2) fraud offenses,² (3) major violent offenses against persons,³ and (4) sex offenses.⁴ Any other category of

¹ Property offenses include theft, burglary, vandalism, arson and other criminal damage to property.

² Fraud offenses include identify theft, use of stolen checks, writing bad checks, counterfeiting, and forgery.

³ Major violent offenses include assault, battery, and homicide.

⁴ Sex offenses include rape, taking indecent liberties with a minor, pandering, sex trafficking, and sexual battery. Not included are victimless crimes such as prostitution or solicitation.

offense will not be considered. These categories were identified because they involve conduct by a person whose tenancy may present a current direct threat of harm to others or the risk of substantial damage to the property of others.

- (ii) Only those felony criminal convictions in the above listed categories where the conviction occurred within the last five years.
 - (iii) The property's limited criminal background screening will not consider arrests, charges, expunged convictions, convictions reversed on appeal, vacated convictions, offenses where adjudication was withheld or deferred, pardoned convictions, and sealed juvenile records for any applicant or tenant. It will not treat people differently based on whether the applicant is on probation or parole.
- (2) Step Two: Individual Assessment. If an applicant is identified as having a felony criminal conviction in one of the specified categories of offenses within the five years prior to the application ("covered criminal conduct"), the property will provide an individual assessment of the applicant's current situation. The purpose of the assessment is to determine whether the applicant is able to fulfill the obligations of tenancy at the property.
- (i) The property will first send a written notice to each applicant identified as having covered criminal conduct that includes specific information from the background check that creates a concern. The notice will inform the applicant that covered criminal conduct was identified in the limited criminal background screening and will invite the applicant an opportunity to provide additional information within seven (7) days of receipt of the written notice for the property to consider. The requested information could include, for example, letters from parole officers, case workers, counselors, family members, or community organizations commenting on the applicant's responsible conduct and rehabilitation efforts. The form of this request letter (the "REQUEST FOR ADDITIONAL INFORMATION" letter) is attached as Appendix A, and will be available on Faribault's website.
 - (ii) Based on the information received from the applicant, as well as the information provided by the property's criminal background screening provider, the property will then conduct an individual assessment of each applicant identified as having covered criminal conduct. The property will consider all applicants equally and render decisions in a fair and consistent manner. The property will consider the following factors in determining whether to approve or reject the application:
 - (1) The facts or circumstances surrounding the criminal conduct;
 - (2) The age of the applicant at the time of the occurrence of the criminal offense;

- (3) Evidence of a good tenant or employment history before or after the conviction or conduct;
 - (4) Evidence of rehabilitation efforts;
 - (5) The time that has elapsed since the occurrence of the conduct;
 - (6) Any information about the applicant that indicates good conduct since the offense occurred;
 - (7) Whether the conduct/conviction arose from the applicant's status as a survivor of domestic violence, sexual assault, stalking, or dating violence;
 - (8) Whether the conduct/conviction arose from an applicant's disability, including mental illness; and
 - (9) Any other information related to whether the applicant's specific criminal history creates the potential that the property's current residents, employees, or property will be exposed to a heightened risk of crime.
- (3) If an applicant does not provide information for the property's consideration within seven (7) days of the date of receipt of the "REQUEST FOR ADDITIONAL INFORMATION" letter, the property will assess the applicant based upon available information obtained during the application process, including the information received from the property's credit and criminal background screening provider.
- (4) If, after the individual assessment described above, the property decides to reject an applicant, then on the day of such determination, the property will send to the applicant a "CRIMINAL BACKGROUND ADVERSE ACTION LETTER in the form attached hereto as Appendix B.
- (5) Record-Keeping Requirements
 - (i) Licensees will retain for three years after receipt of an application for rental housing, and make available to the City and its designees upon request, the following information: all rental applications; the criminal records associated with those applications; letters between the landlord and applicant; the rental decision for that applicant; and the basis for that decision, to the extent allowed by state and federal law.
 - (ii) Licensees must make these records available to the City, upon request by the City.
- (e) *Crime-free/drug-free housing lease addendum requirements.* All tenant leases for rental units governed by this article shall contain the crime-free/drug-free housing lease addendum. The crime-free/drug-free housing lease addendum provisions are in addition to all other terms of the lease and do not limit or replace any other provisions. These lease provisions shall be incorporated into every new and renewed lease for a tenancy. The lease addendum shall contain the following "crime-free/drug-free" language or language that is the contractual and legal equivalent as follows:

- (1) Tenant, any members of the tenant's household or a guest shall not engage in drug-related illegal activity, in the said premises or in the common area or curtilage of the premises. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance, as defined by Minnesota. Statute 152.01, subdivision 4.
 - (2) Tenant, any members of the tenant's household or a guest will not permit the dwelling to be used for, or to facilitate drug-related illegal activity, regardless of whether the individual engaging in such activity is a member of the household.
 - (3) Tenant, any members of the tenant's household or a guest, shall not engage in acts of violence, that is, behavior involving physical force intended to hurt, damage, or kill someone or something.
 - (4) Violation of the above provisions shall be a material violation of the lease and good cause for termination of tenancy. A single violation of any of the provisions of this agreement shall be deemed a serious violation and material noncompliance with the lease. Tenants shall have the right to contest any determination that they have violated the above provisions.
 - (5) Non-exclusive remedies. The crime-free/drug free provisions are in addition to all other terms of the lease and do not limit or replace any other provisions.
- (f) *Crime-free housing violations.*
- (1) Upon determination by the Faribault Police Department by a preponderance of the evidence that a licensed premises or dwelling unit within a licensed premises was used in violation of the crime-free/drug-free lease provisions of this subchapter, the police department shall cause notice to be made to the owner, agent, or property manager of the violation. If the violation of the crime-free/drug-free lease addendum committed on the licensed premises would rise to the level of a felony charge under state or federal law, the police department shall cause notice to be made to the owner, agent, or property manager to proceed with termination of the tenancy of all tenants occupying the unit, except for a "Tenant Victim" as described in Section 7-41(j). If the violation of the crime-free/drug-free lease addendum committed on the licensed premises would rise to the level of a misdemeanor or gross misdemeanor charge under applicable law, the police department may cause notice to be made to the owner, agent, or property manager to proceed with termination of the tenancy of all tenants occupying the unit if the violation threatens the peaceful enjoyment or safety of any other resident or neighbor to the premises, except for a "Tenant Victim" as described in Section 7-41(j).
 - (2) Written notice, hearing. Any determination by the police department for the termination of tenant's lease based on a violation of the crime free/drug free lease provisions shall be preceded by written notice to the licensee of the grounds therefore. The licensee, agent, or property manager shall notify the tenant or tenants in writing within ten (10) days of the notice of violation of the crime free/drug free lease language and advise the tenant(s) of the termination of the tenancy as directed by the police department. The licensee and the tenant

will be given an opportunity to challenge the determination at a hearing conducted before the city council prior to termination of the tenancy by the licensee. The licensee or tenant shall request the hearing within twenty (20) days after receipt of the police department's notification of the termination of the tenancy.

In the event a hearing is requested by the licensee or tenant, a determination that a licensed premises or any particular dwelling unit has been the location of a violation of the crime-free/drug-free lease addendum shall be made upon a finding of fact by the city council by a preponderance of the evidence. It shall not be necessary that criminal charges be brought in order to support such finding, nor shall the dismissal or acquittal of such criminal charge operate as a bar to any action under this section. Upon completion of the hearing, the city council shall issue a decision to either uphold or reverse the determination of the police department to terminate the tenancy only upon written findings and notice to the licensee and the tenant.

In the event a hearing is not requested by the licensee or the tenant, the licensee, agent, or property manager shall notify the tenant or tenants within twenty (20) days of the notice of violation of the crime free/drug free lease language and advise the tenant(s) of the termination of the tenancy as determined by the licensee.

- (3) The licensee shall not enter into a new lease with an evicted tenant (or with a tenant whose tenancy was otherwise terminated for violating the crime-free/drug-free lease language) for a period of one year after the eviction or lease termination for a rental dwelling unit that is owned or operated by the licensee in the city.
- (4) If the Faribault Police Department determines that the licensee or agent has proceeded in good faith to secure termination of the tenancy in accordance with this subsection, but was unsuccessful for reasons beyond the owner or agent's reasonable control, then the licensee shall not be subject to the penalties.
- (5) Any person who violates any part of this article, upon conviction thereof shall be guilty of a misdemeanor, punishable in accordance with state law which may include up to ninety (90) days in jail. Nothing in this article however is deemed to limit other remedies or civil penalties available to the city under city Code or state law. Each day that a violation continues is deemed a separate punishable offense.
- (6) Tenant remedies. Nothing in this article limits a tenant's rights or remedies under the terms of the lease or other applicable law.

Section 3. 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 14, 2022

Second Reading:

Publication Date:

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

APPENDIX A

REQUEST FOR ADDITIONAL INFORMATION ON CRIMINAL BACKGROUND

[Date]

Dear [Applicant Name],

Thank you for your recent application to [insert housing complex or address].

A limited criminal background check has indicated that you have been convicted of the following felony(ies) within the last five years:

- [CONVICTION(S)]

This limited criminal background check was provided by [insert provider of criminal screening results]. If you believe this information to be incorrect, you may contact [insert provider of criminal screening results], which can be reached at [ADDRESS] or by phone at [PHONE NUMBER]. We encourage you to contact [insert provider of criminal screening results] to request a free copy of the criminal background report. If any discrepancies exist, you may open a dispute with [insert provider of criminal screening results]..

You may also submit documentation to [insert licensee] at [EMAIL ADDRESS/MAILING ADDRESS] that establishes that an expunged conviction, a conviction overturned on appeal, or sealed juvenile records erroneously appeared. Such information will not be considered in the criminal background screening process.

If you do not believe that the criminal background check was in error and you have been convicted of the above listed felony(ies) within the last five years, [insert licensee] will consider whether to withdraw your conditional offer based on an individualized consideration of the following factors: (a) the facts or circumstances surrounding the criminal conduct; (b) your age at the time of the crime; (c) evidence of a good tenant and employment history; (d) evidence of rehabilitation efforts; (e) the time that has elapsed since the occurrence of the conduct; (f) any information about you that indicates good conduct since the offense occurred; and (g) any other factors related to whether your specific criminal history poses a threat to the safety and security of [insert licensee]'s residents and associates or to the property. **No single factor will be outcome determinative.**

To facilitate this evaluation, we are requesting that you provide us with any additional information that you would like us to consider. Please contact us at the number below and/or return this form by email to [EMAIL ADDRESS] or addressed to [MAILING ADDRESS] with any additional information.

If you would like us to consider additional information, please provide us with any of the following information (as applicable) **within seven (7) days of receipt of this letter:**

- the date(s) of the conviction(s);
- your age when the conduct occurred;
- the specific crime(s) of which you have been convicted;
- the facts and circumstances of the criminal conduct;
- any rehabilitation efforts that you have undertaken;
- any evidence of proof of employment;

- any evidence of good rental history;
- letters of recommendation from case workers, counselors, therapists, probation/parole officers, community organizations, family members, employers, or teachers commenting on your responsible conduct and rehabilitation efforts (each letter is important);
- certificate of completion of a treatment program relevant to the conduct underlying the conviction;
- certificate of completion of an employment or vocational training program; and
- any additional relevant information that you would like [insert licensee] to consider.

Providing this information does not guarantee that your application will be approved.

If you do not provide the information requested in this letter within the seven (7) day period referenced above, we will conduct our assessment based solely on the information obtained in the application process, including the information received from [insert licensee]'s criminal background screening provider.

Sincerely,

[NAME]

[CONTACT INFORMATION]

APPENDIX B
CRIMINAL BACKGROUND ADVERSE ACTION LETTER

[Date]

Dear [Applicant Name],

Thank you for your recent application to [insert licensee].

We have reviewed your application and conducted an individualized assessment based on the following information:

- [] Information contained in consumer report(s) obtained from or through [insert provider of credit screening results, if any], which may include credit or consumer information from one or more credit bureaus or consumer reporting agencies;
- [] Information contained in the limited background check⁶ conducted by [insert provider of criminal screening results];
- [] All of the information that you provided to us in response to our Request for Additional Information on Criminal Background, dated [Date of Reply to Request for Additional Information]. This information included: [LIST INFORMATION PROVIDED BY APPLICANT].

[] Other: _____

[IF APPLICANT DID NOT PROVIDE INFORMATION IN RESPONSE TO LETTER: You did not provide any additional information to us in response to our Request for Additional Information on Criminal Background, dated [Date of Request]. Accordingly, we reviewed only available information obtained during the application process, including the information received from [insert licensee credit and criminal background screening provider].

Based on this individualized assessment, at this time, we are withdrawing our conditional offer to rent a unit at [insert licensee] because [description of the outcome of individualized review].

Sincerely,

[NAME]

⁶ The limited criminal background screening only considered the following category of felony offenses in which the conviction occurred within five years prior to the application: (1) property offenses, (2) fraud offenses, (3) major violent offenses against persons, and (4) sex offenses. Any other category of offense was not considered. These categories were identified because they involve conduct by a person whose tenancy may present a current direct threat of harm to others or the risk of substantial damage to the property of others.

NOTICE OF RIGHTS

You have certain rights under federal and state law with respect to your consumer report. If any person takes adverse action based in whole or in part on any information contained in a consumer report or credit report, you have the right to a disclosure of the information in your consumer file from the agency that provided such information, if you make a written request to them and provide proper identification within sixty (60) days of receiving this denial. The federal Fair Credit Reporting Act (FCRA) also provides that you are entitled to obtain from any nationwide credit reporting agency or credit bureau a free copy of your report in any twelve-month period. You have the right to directly dispute with the consumer reporting agency and/or credit bureau the accuracy and completeness of any information furnished by that agency or bureau and to provide a consumer statement describing your position if you dispute the information in your consumer file.