



**City Council Work Session
Tuesday, June 21, 2022 at 6:00 PM
Public Meeting Room**

AGENDA

- 1. Call to Order**
- 2. Items for Discussion**
 - A. Budget Work Session #1
 - B. Electric Scooter Sharing Program
 - C. Trail Easement at 200 Heritage Place
 - D. Recruitment and Retention Discussion and Policies
- 3. Future Discussion**
- 4. Adjournment**

(The Council may meet as a group for dinner)

Please contact the City Administrator's Office if you need special accommodations while attending this meeting



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: June 21, 2022
SUBJECT: Budget Work Session #1

Discussion:

This meeting kicks off the Council's involvement in the 2023 Budget process (Staff started last month as you can see on the attached 2023 Budget Preparation Calendar). As in years past, there will be a number of budget work sessions over the next several months, during which we will review the various City funds, discuss the proposed property tax levy and tax rate, review tax impacts on properties, update the 5-year Capital Improvement Plan (CIP), update the Fee Schedule, etc.

There are several circumstances that should be factored in as the Council considers the development of the 2023 budget. First, the current state of the economy (high inflation, rising interest rates, etc.) will likely have negative impacts on City revenues (lower) and expenses (higher) as we move through the remainder of 2022 into 2023. Second, the Minnesota legislative session ended in late May without action on a significant number of bills, including proposed revisions to the Local Government Aid program, and as of now no special session has been scheduled. Third, unlike in the three previous years, there are no indications that there will be any large federal stimulus disbursements in 2023 (the City received CARES Act funds in 2020 and ARPA funds in 2021 & 2022). On a more positive note, all labor agreements are in place through the end of 2024.

Although there are numerous decisions to be made through the development of the 2023 budget, the two key scheduled actions are the approval of the preliminary budget and levy in September, and the adoption of the final 2023 budget and property tax levy in December. Along with these, we will also be finalizing the 2023-2027 CIP, 2023 Fee Schedule, 2023 Franchise Fees allocation, and other budget related actions.

While there will continue to be opportunities as we move our way through this process, one of the main objectives of this initial budget work session

is for the Council to provide their direction on priorities, initiatives, and expectations for the 2023 budget. To provide some context, we will review some historical data regarding past budgets during the work session, to include:

- Taxable Market Value
- Net Tax Capacity
- Total Tax Levy
- Tax Rate
- Local Government Aid

Attachments:

1. 2023 Budget Calendar
2. 2023 Budget Presentation #1 - Overview

**CITY OF FARIBAULT
2023 BUDGET PREPARATION CALENDAR**

4/20/2022

Date	Event
Monday, May 2, 2022	Supervisors' Budget roll out. Supervisors receive electronic access to the 2023 Budget Preparation Instructions, Budget Calendar, and Budget Forms. Review use of Extended Budget module in Springbrook software. Administrator provided budget instructions and outlines City goals and challenges.
Friday, May 27, 2022	Personnel Requests due to Finance Department with City Administrator approval.
Friday, June 10, 2022	Fee Schedule revisions due to Finance Department.
Tuesday, June 21, 2022	City Council Budget Work Session #1: Goal Setting Session - Schedule, Process, Council provide direction on initiatives and expectations for the 2023 budget. (City Administrator)
Friday, June 24, 2022	Budget Requests due to Finance Department via extended budgeting.
Friday, July 1, 2022	Updated Budget Book Information (Dept. Descriptions, Budget Goals & Objectives, Dept. Statistics, Staffing Levels, and Budget Summary) due to Finance Department. Capital Improvement Plan (CIP) Requests due to Finance Department (2023-2027 also review 2028-2031 and add 2032).
Tuesday, July 5, 2022	City Council Budget Work Session #2: Review Long Term Financial Management Plan.
Wednesday, July 6, 2022 - Friday, July 8, 2022	Directors meet with City Administrator and Finance Director to review budget goals, issues, personnel, and CIP requests.
Friday, July 8, 2022	Obtain preliminary property valuation/net tax capacity from Rice County.
Tuesday, July 19, 2022	City Council Budget Work Session #3: Personnel, Fee Schedule, Franchise Fees, and General Overview.
Friday, July 29, 2022	Last day for Department of Revenue to notify City of LGA amounts.
Friday, July 29, 2022	Finalize 2023 budget entries into Extended Budgeting in Springbrook.
Tuesday, August 16, 2022	City Council Budget Work Session #4: Civic Groups/Non-profits, General Fund, Levies, and Tax Impact.
Tuesday, September 6, 2022	City Council Budget Work Session #5: Special Revenue (Including HRA & EDA) & Enterprise Funds.
Wednesday, September 7, 2022	Obtain updated property valuation/net tax capacity from Rice County.
Tuesday, September 13, 2022	Council Meeting - 6:00 p.m. Council approves preliminary 2023 Budget, sets proposed 2023 Tax Levy, and established Budget Hearing date.
Tuesday, September 20, 2022	City Council Budget Work Session #6: 2023-2027 Capital Improvement Plan & Debt Service Funds.
Friday, September 30, 2022	Last day to certify proposed 2023 levy and Budget Hearing date to the County Auditor. Special form to State, if necessary.
Tuesday, October 4, 2022	City Council Budget Work Session #X: If Necessary.
Tuesday, October 18, 2022	City Council Budget Work Session #X: If Necessary.
Tuesday, November 15, 2022	City Council Budget Work Session #7: Final Review - All Funds/Levies/Fees.
Tuesday, November 29, 2022	City Council Budget Work Session #X: If Necessary.
Tuesday, December 13, 2022	Council Meeting - 6:00 p.m. Budget Hearing - Council approves final 2023 Budget, Tax Levies, Fee Schedule, Franchise Fee distribution, and CIP.
Wednesday, December 28, 2022	Cities must certify the final property tax levy to the county auditor on or before December 27, 2022 (5 working days after December 20).

2023 Budget Work Session #1

KEY DATES

GOVERNMENTAL FUNDS OVERVIEW

BACKGROUND DATA



June 21, 2022

BUDGET CALENDAR – KEY DATES

6/21/2022 to 11/15/2022

- Multiple Budget Work Sessions (7+)

9/13/2022 (City Council Mtg.)

- Set Preliminary 2023 Budget & Tax Levy
- Schedule Budget Hearing
- Prelim. Tax Levy and Budget Hearing Date
Certified to County Auditor by 9/30/2022

12/13/2022 (City Council Mtg.)

- Budget Hearing
- Approve 2023 Budget, Tax Levy, 2023-2027 CIP
- Certify Final Tax Levy to County Auditor by
12/28/2022

CITY FUNDS

GENERAL FUND (101)

- Police; Fire; Public Works; Engineering; Library; Parks & Rec; Planning/Zoning; Admin.; Finance

SPECIAL REVENUE FUNDS (225/240)

- Airport; Community Development

DEBT SERVICE FUNDS (3xx)

CAPITAL PROJECT FUNDS (401/404/431/437)

- Street Improvements; Parks; Equipment; Facilities

ENTERPRISE FUNDS (601/602/603)

- Water Utility; San. Sewer; WRF; Storm Water

OTHER FUNDS (7xx/8xx)

- Internal Service; Agency

REVENUE SOURCES

TAXES

- Property Taxes (46.9%)
- Franchise Fees

INTERGOVERNMENTAL

- Local Government Aid (LGA) (32.3%)
- Federal & State Grants
- Fire, Police, State, and County Aid

LICENSES & PERMITS

- Building Permits
- License Fees (Liquor, Tobacco, etc.)
- Rental Registration
- Other Permits

REVENUE SOURCES

CHARGES FOR SERVICES

- Park & Rec. Programs/Facility Fees
- Planning & Zoning Fees
- Engineering Charges
- Rural Fire Services Agreement
- Library User Fees
- Other Misc. Charges

OTHER

- Parking & Court Fines
- Special Assessments (prior years)
- Investment Earnings
- Donations

SETTING THE 2023 TAX LEVY

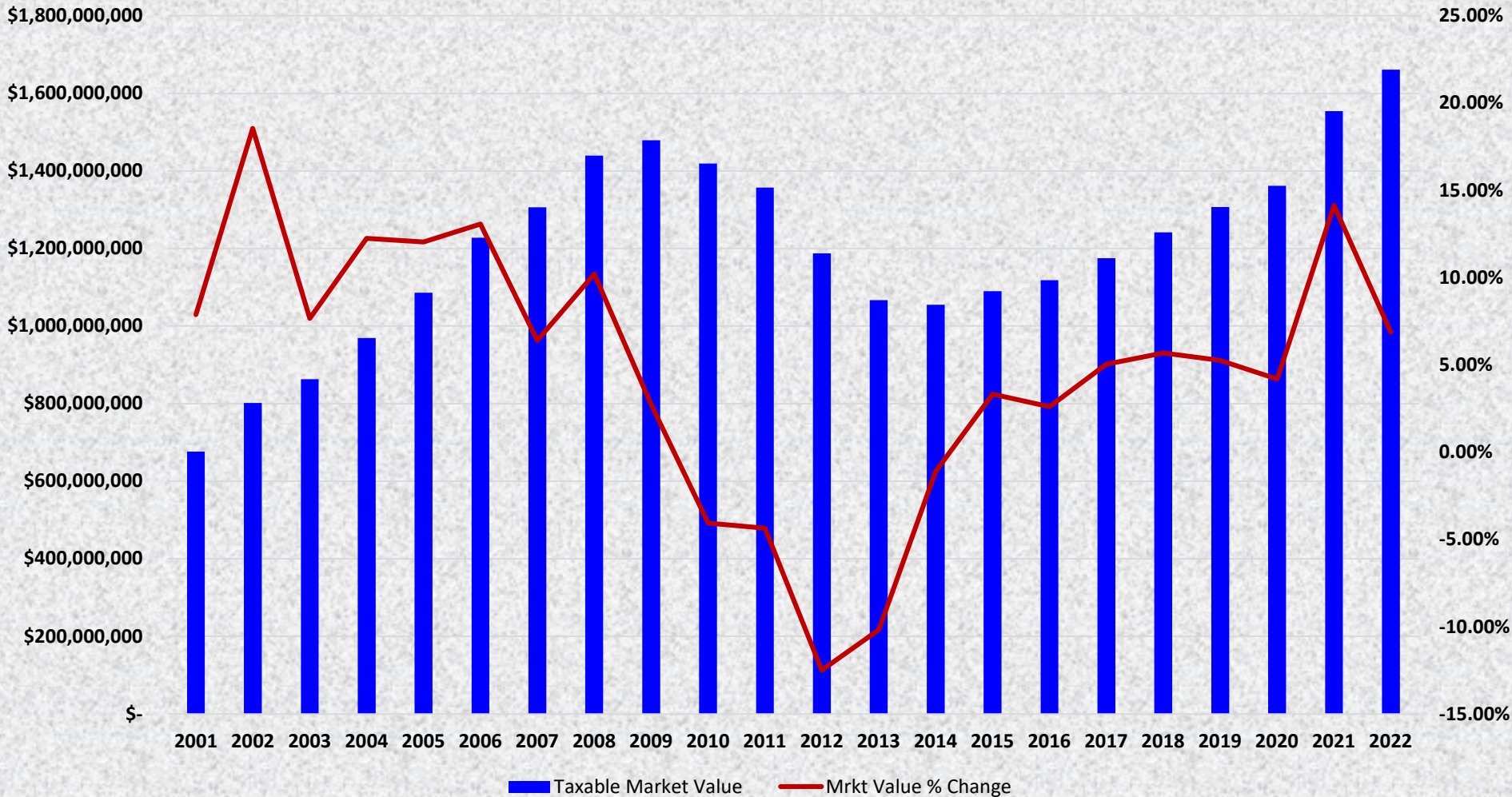
Property Tax is (was) Levied for the Following:

1. General Fund
2. Debt Service Funds
3. Community Development Fund (*4 year phase out of levy support—2024 is final year*)
4. Tax Abatement Projects (thru CD Fund 240)
5. Airport (*2022 was final year*)
6. Capital Project Funds (*2020 was final year*)

MARKET VALUE AND TAX CAPACITY

1. County Assessor sets Market Value of Properties (set January 2nd in prior year).
2. Market Value determines the Property Tax Capacity based on a formula that varies by property type.
3. Total becomes the City's Total Tax Capacity.
4. The City determines the amount needed to operate and pay for debt service which is the Gross Tax Levy.
5. The Tax Capacity Rate is calculated by dividing the tax levy by the total tax capacity.
6. Finally, the City property tax bill is calculated by taking the Tax Capacity Rate times the Tax Capacity of each Property.

Taxable Market Value & % Change

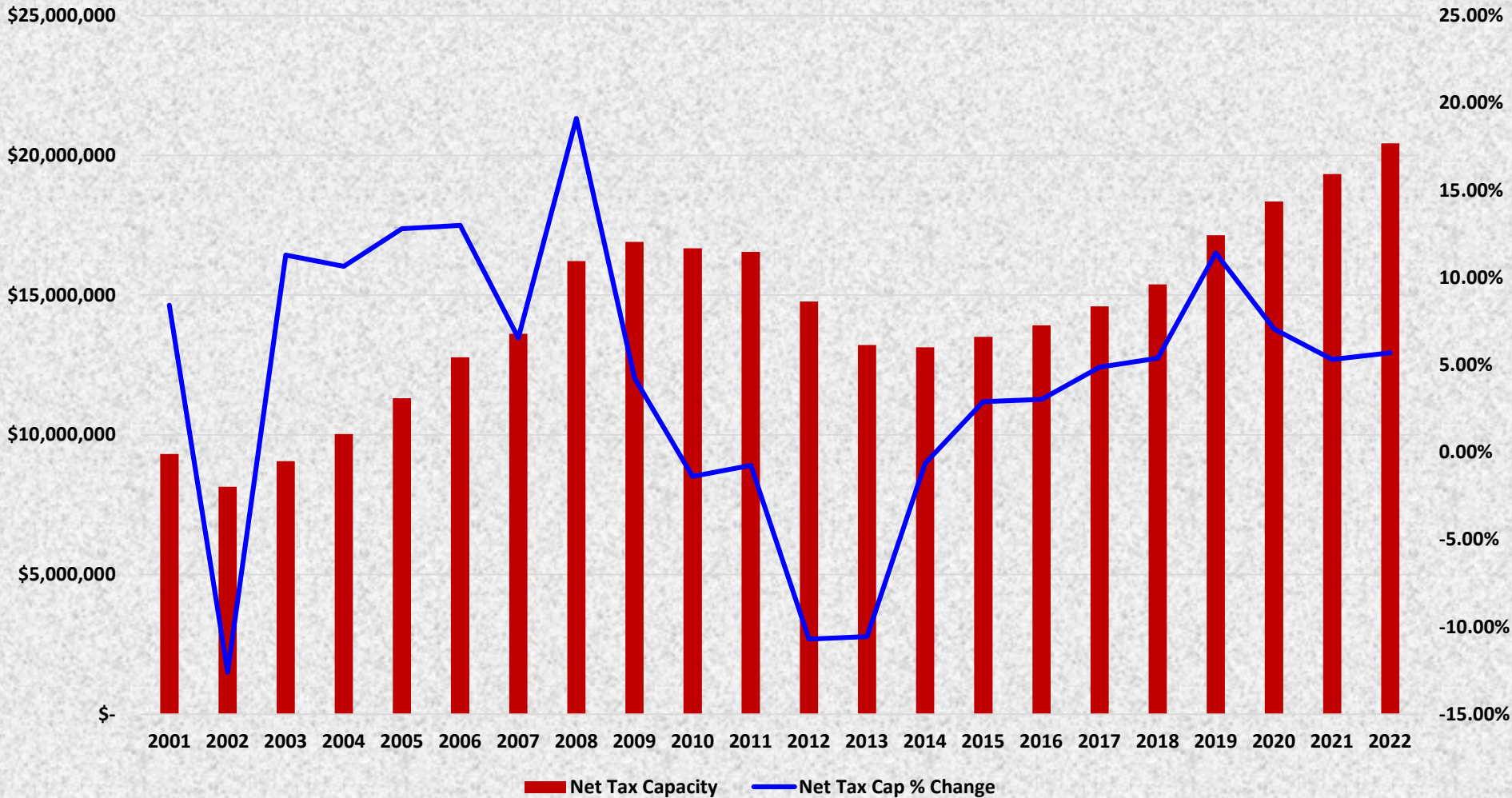


2022 \$1,661,037,400

2021 \$1,554,252,000

Increase: \$ 106,785,400 (6.87%)

Net Tax Capacity & % Change

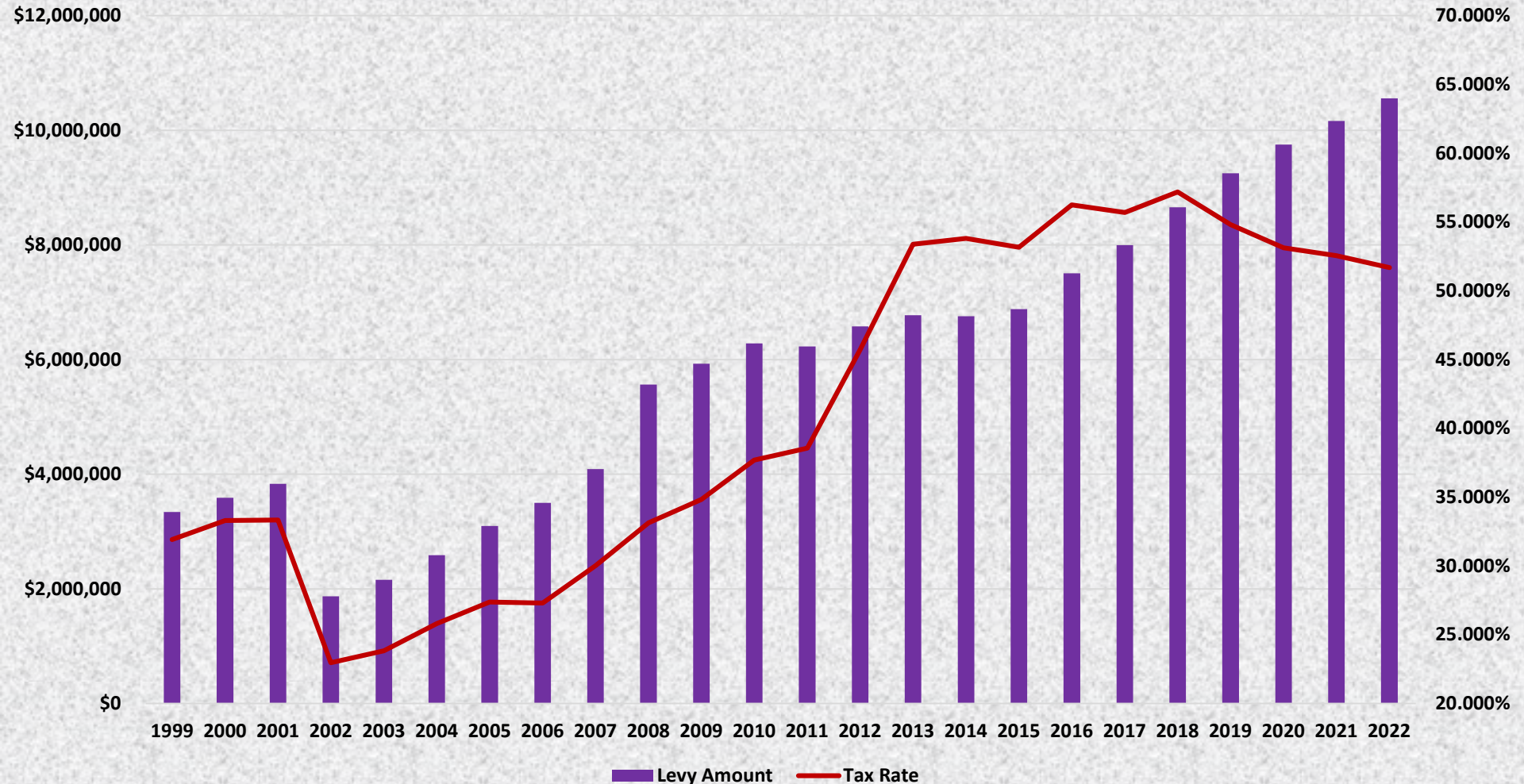


2022 \$20,431,840

2021 \$19,329,347

Increase: \$ 1,102,493 (5.70%)

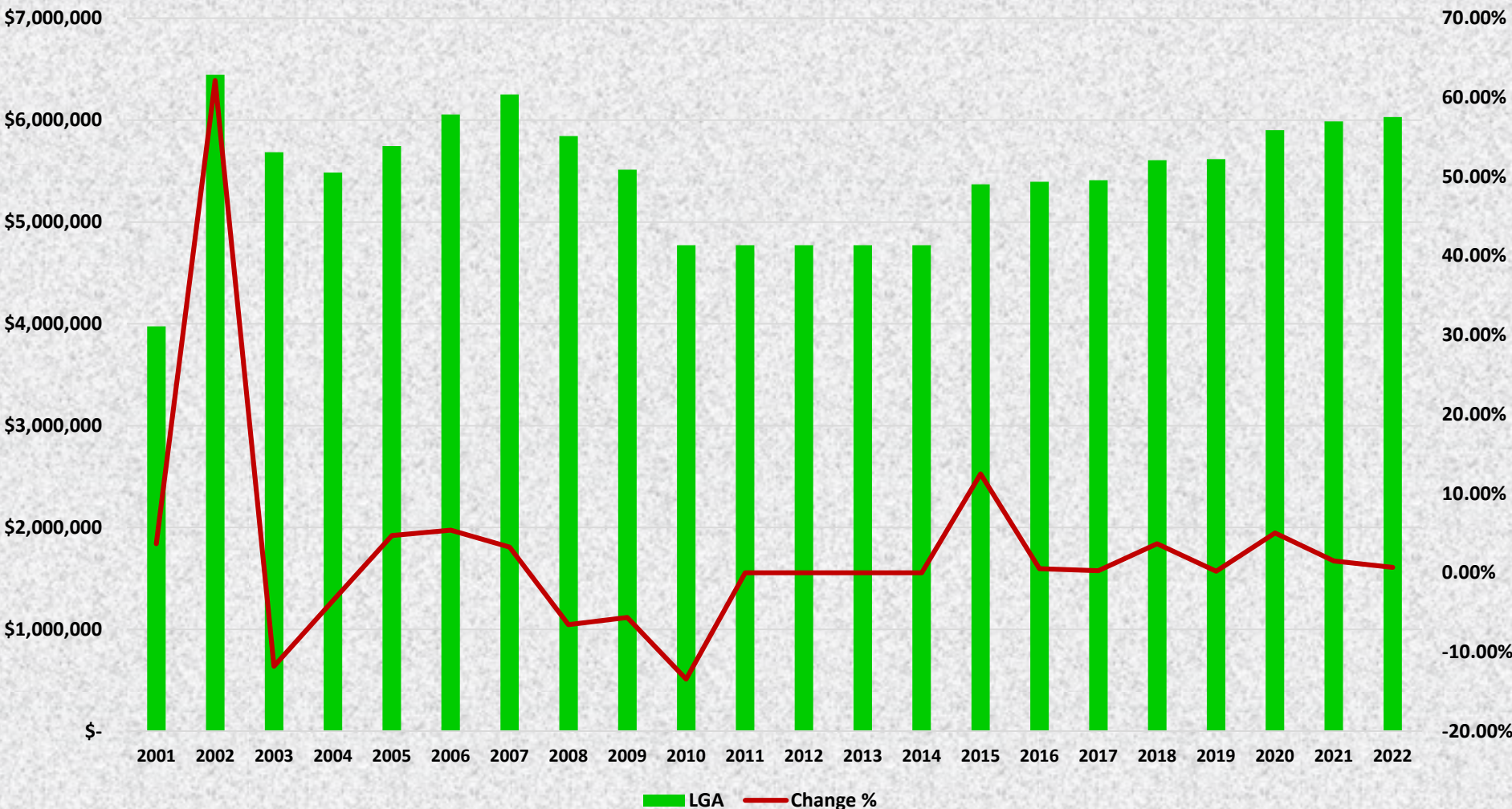
City Tax Levy Amount & Tax Rate History



2017	\$ 7,999,280	6.60%
2018	\$ 8,658,704	8.24%
2019	\$ 9,250,896	6.84%
2020	\$ 9,752,651	5.42%
2021	\$ 10,162,266	4.20%
2022	\$ 10,559,078	3.90%

2017	55.696	-0.99%
2018	57.182	2.67%
2019	54.803	-4.16%
2020	53.137	-3.04%
2021	52.574	-1.11%
2022	51.680	-1.65%

Local Government Aid



2017	\$ 5,409,262	0.25%
2018	\$ 5,607,141	3.66%
2019	\$ 5,617,604	0.19%
2020	\$ 5,900,287	5.03%
2021	\$ 5,988,340	1.49%
2022	\$ 6,029,788	0.69%

2023 BUDGET ISSUES & FACTORS

- High Inflation & Rising Interest Rate Impacts
- Potential Recession Predictions
- Housing Market Contraction Forecasts
- Inaction by Legislature on LGA Changes
- Requests for Additional Staff
- Increase in Existing Personnel Costs
- Employee Retention/Recruitment Initiatives
- Aging Facilities, Infrastructure and Equipment
- Advancement of Community Vision 2040 and 2022-2024 Strategic Plan Objectives
- Implementation of Comprehensive Plan; Downtown Master Plan; and Parks, Trails & Open Space Plan

2023 PRIORITIES / EXPECTATIONS

- Council-directed Initiatives
- Property Tax Levy and Tax Rate Targets
- Increases for Inflation
- Service Levels and Delivery
- Personnel/Staffing
- Capital Improvements
 - Infrastructure
 - Facilities
 - Equipment
- Other??

Work Session #2 on 7/5/2022

Review Longterm Financial Management Plan

QUESTIONS?



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: June 21, 2022
SUBJECT: Electric Scooter Sharing Program

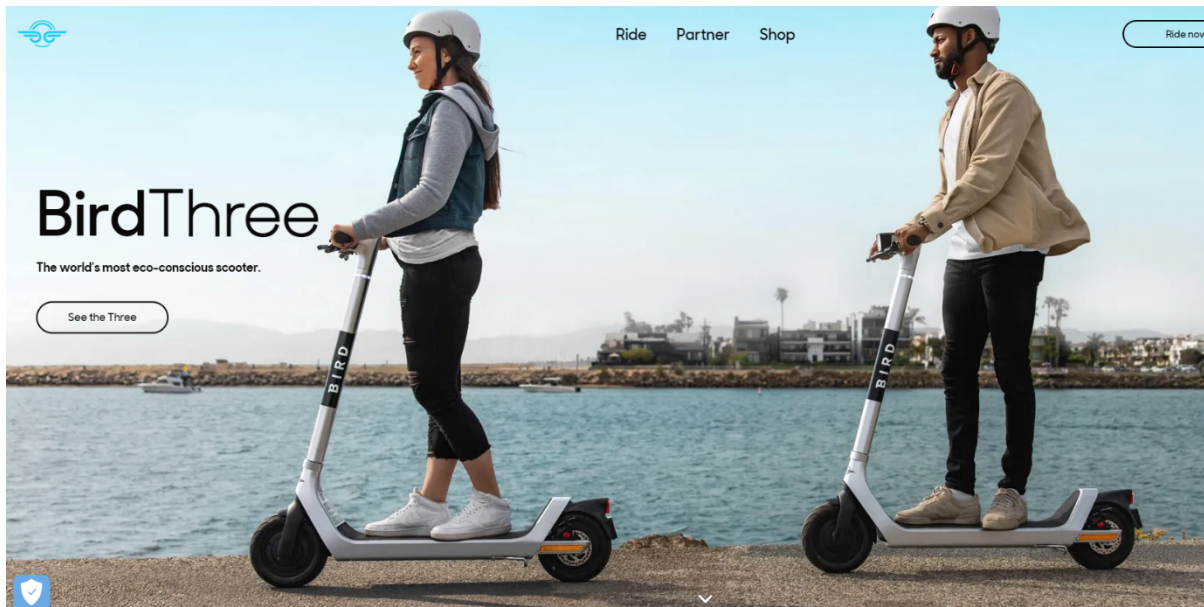
Discussion:

Electric scooter sharing programs are showing up in communities across the nation. Recently, Staff and the Mayor were contacted by Bird Rides, Inc. (Bird Scooters) regarding launching an electric scooter sharing system within the city. Typically, these "microbolitiy" programs have a mission of making cities more livable by providing access to alternative transportation - reducing car usage, traffic, and carbon emissions. These companies work with the City to identify an operating area for the scooters, and local fleet managers are responsible for moving vehicles throughout the city during operating hours to rebalance distribution of the fleet to maximize usage.

Multiple different companies operate within this space, and are likely to have slightly different operating models. Before continuing conversations with Bird Scooters, or exploring other electric scooter options, Staff is seeking City Council input regarding the use of electric scooters within city limits. Points to consider and discuss:

- Can electric scooters be used on public trails? Electric scooter companies require that the City regulate the operation of stand-up electric scooters in a manner that is no more restrictive than how the City regulates bikes. This means that electric scooters are to be allowed to be ridden on streets, in bike lanes, and on bike paths. Currently, the City does not allow "motorized vehicles" on city trails.
- Where will scooters be stored throughout the city for pick up, and where will they be parked after a rider is done using the scooter? These companies typically have "dockless models", which means that riders can park wherever they would like within the operating area. A fleet manager is responsible for collecting the scooters, rebalancing their locations, and servicing the fleet.
- How safe are the stand-up electric scooters? It appears that the companies offer safety features, limiting the age of riders, limiting the speed of the scooters, and tutorials within the app. The

companies also carry insurance coverage exclusively for the operation of stand-up electric scooters.



Attached are a Bird FAQ, a brochure on how Bird partners with local communities, and a sample Memorandum of Understanding.

Attachments:

1. Bird FAQ
2. Draft Memorandum of Understanding between FaribaultMN and Bird
3. Partnering with Local Communities

Bird Scooter FAQs



Bird + City Partnership

Why is Bird choosing to expand now?

Bird's mission is to make cities more livable by reducing car usage, traffic, and carbon emissions. Bird was the first scooter company in the space, and is excited to be in a position where we can meet our company mission and bring microbility to as many cities in the country as possible. Our newest Fleet Manager operating model allows us to provide high touch and focused service to all communities regardless of the size.

Will it cost the city anything to bring Birds to town?

Bird can launch & operate at no cost to the city.

Who is the city's main point of contact and who do we contact in the event of an emergency?

Each city we work to launch Bird with will have a dedicated Account Manager who will be their main point of contact at Bird. The Account Manager will work with the city throughout the pre-launch and launch process to ensure a successful scooter program in each city.



Riders & Safety

How old do you have to be to ride?

We set the age to 18+.

How does Bird prevent underage riding?

During account set up users are asked to verify their age. As needed we can add a feature to scan their ID or driver's license.

How do you address riding these on the sidewalk?

Riders are reminded of safe riding & parking expectations through banner & in-app notifications in the Bird app

How does Bird address Safety?

Safety has been Bird's top priority since day one. Bird has built several features in app to address safety, including Helmet Selfie, Warm-Up Mode, as well as in-app safety tutorials, and a safety video available on our blog and website. Additionally, each city will also have an Account Manager who can work closely with your team to address any safety concerns if they arise. Your dedicated account manager will also be able to walk you through all new safety features, and update you as we release new ones as well



Vehicles & Operations

How much does it cost

Renting a Bird will cost the rider a \$1 unlock fee+ a per minute fee. Billing is all done through the Bird app with a credit or debit card.

Bird has discounted pricing programs available for frontline workers, active duty and retired military personnel, low-income, veterans, senior citizens and select community and non-profit groups.

Learn more about eligibility requirements:

<https://www.bird.co/bird-access/>

<https://help.bird.co/hc/en-us/articles/360051003951-Community-Pricing->

What is the speed of the Bird scooters?

Our scooters go up to 15mph, which aligns with the speed of the casual biker. We have the ability to create slow speed zones and adjust the speed.

“Warm-up mode” is available for all riders which will automatically soften a Bird scooter’s acceleration, allowing riders to slowly work their way up to full speed.

Where will Birds be able to operate?

When Bird launches in a new city, we create an operating zone on the backend, which will correspond to an area on a map. We will work with the city to align on the operating area that will align with the city’s goals of ridership & access to alternative transportation. Birds will only operate in this area and will slow to a stop outside of it. The city can also highlight any specific areas with parking rules, slow speeds or no riding.

Where will the scooters need to be parked?

Bird follows a dockless model, which means riders can park wherever they would like within the operating area. We educate riders where and how to park: at a bike rack when available, and

not blocking the right-of-way, sidewalks, ADA ramps, or driveways. At the end of each Bird ride, riders will be prompted to take a picture of the parked scooter as proof.

Our Fleet Manager will be notified if a vehicle that is not in a ride is being moved- this will help to keep the fleet organized in case someone moves a parked vehicle out of place

How does Bird manage “clutter” or vehicles being left everywhere?

Our local fleet managers are responsible for rebalancing and moving vehicles throughout the city during operating hours. They pay attention to areas of scooter congestion as well as demand throughout the day, and rebalance vehicles accordingly. On the rider side, riders are required to take a photo of their appropriately parked Bird after each ride, which adds a layer of accountability. Bird can also display any bike racks or designated scooter parking infrastructure that a city may have in place, in the Bird app for riders to see as they end their ride.

How many scooters will Bird be operating in town?

As we work with cities to plan our Bird launch, we calculate the ideal scooter fleet size generally based on population size of the city as well as other factors such as tourism, commuter traffic, university presence, and more. Generally after launching an initial fleet in town, the Bird team monitors utilization after launch and works with city administrators to get approval to add more to the fleet as demand & usage increases.

How does Bird source their local fleet managers?

Bird works with local businesses, entrepreneurs, or community organizations to help manage our fleets locally and address the unique needs of each community. These individuals are selected based on a number of criteria to help best ensure the success of the fleet and a strong partnership with the city.

Where are the Birds washed, charged and repaired/stored?

Our local Fleet Managers charge, maintain, and store Birds in their own facilities.

Memorandum of Understanding

Faribault, Minnesota located at 208 1st Avenue NW Faribault, MN 55021 (the “City”) will permit Bird Rides, Inc., located at 406 Broadway #369 Santa Monica, CA 90401 (“Company”) to provide services under the following terms and limitations. This agreement shall remain in effect until 05/01/2023 and shall renew for successive 12 month periods unless either party provides written notice to the other of its intention not to renew at least ninety (90) days prior to the end of the then-current term, or unless terminated as set forth below.

AGREEMENT

- 1) Scope: This Agreement and its terms apply to any proposed deployment of Stand-up electric scooter sharing systems within City jurisdictional boundaries. No person shall deploy a Stand-up electric scooter sharing system in the City in violation of this Agreement.
- 2) Except as otherwise provided herein, City shall regulate the operation of Stand-up electric scooters in a manner no more restrictive than City’s regulation of bicycles. Stand-up electric scooters are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up electric scooters shall be 18 or older. Users of Stand-up electric scooters who violate these provisions may be fined by City consistent with fines for cyclists.
- 3) Company shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.
- 4) Hours of operation: Stand-up electric scooters will be made available to rent 24 hours per day. City may choose to limit operation hours from 4 a.m. to midnight (local time).
- 5) Safety Education: Company shall provide education to Stand-up electric scooter riders on the City’s existing rules and regulations, safe and courteous riding, and proper parking.
- 6) Data sharing: Company will provide data to the City as necessary to assist with monitoring program usage.
- 7) Indemnification: Company agrees to indemnify, defend and hold harmless City (and City’s employees, agents and affiliates) from and against all actions, damages or claims brought against City arising out of Company’s negligence or willful misconduct, except that Company’s indemnification obligation shall not extend to claims of City’s (or City’s employees’, agents’ or affiliates’) negligence or willful misconduct. City expressly acknowledges that in no event shall Company be liable for any special, indirect, consequential or punitive damages. Company’s indemnification obligations shall survive for a period of one (1) year after expiration of this Agreement. Company shall be released from its indemnification obligations under this section if the loss or damage was caused by the City’s negligent construction or maintenance of public infrastructure. City’s right to indemnification shall be contingent on City notifying

Company promptly following receipt or notice of any claim; Company shall have sole control of any defense; City shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Company.

8) Insurance: Company shall provide City with proof of insurance coverage exclusively for the operation of Stand-up electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; and (c) where Company employs persons within the City, Workers' Compensation coverage of no less than the statutory requirement.

9) The parties acknowledge that Company may utilize independent business logistics providers to facilitate local operations. The parties further acknowledge that Company may perform any or all of the services contemplated hereunder, including the owning and/or operation of Stand-up electric scooters in City, through one or more of its wholly owned subsidiaries. Company's use of these logistics providers or performance through its wholly owned subsidiaries does not constitute a transfer or assignment of this Agreement, and Company remains responsible for all obligations and requirements under this Agreement.

10) Notices: All notices and communications to the City from Company shall be made in writing (includes electronic communications) and sent to the address below.

11) Either party may terminate this agreement upon (30) thirty days prior written notice if deemed reasonably necessary for public health and safety reasons or if the services or operations hereunder become operationally impracticable.

12) In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

13) This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota

Faribault, MN

Print Name: _____

Title: _____

Signature: _____

Bird Rides, Inc.

Print Name: _____

Title: _____

Signature: _____



How Bird Partners with Local Communities

Bird works closely with local government agencies to bring convenient, sustainable transit to communities with stand-up electric scooters, which can be rented for short trips using the Bird Mobile App. Our mission is to get people out of cars, reduce traffic and bring communities together by providing an affordable, environmentally-friendly transit alternative.



Cities who partner with Bird benefit from our Industry-leading approach:



Clean, equitable, transportation options



Safest vehicles with advanced detection



Smart technologies to eliminate concerns



Opportunities for local entrepreneurs



Hyperlocal operations

How it works

Through the Bird smartphone app, riders can see the closest Bird scooter on a map, unlock it, complete the safety tutorial and ride directly to their desired destination. It costs \$1 to start, then a per minute fee.

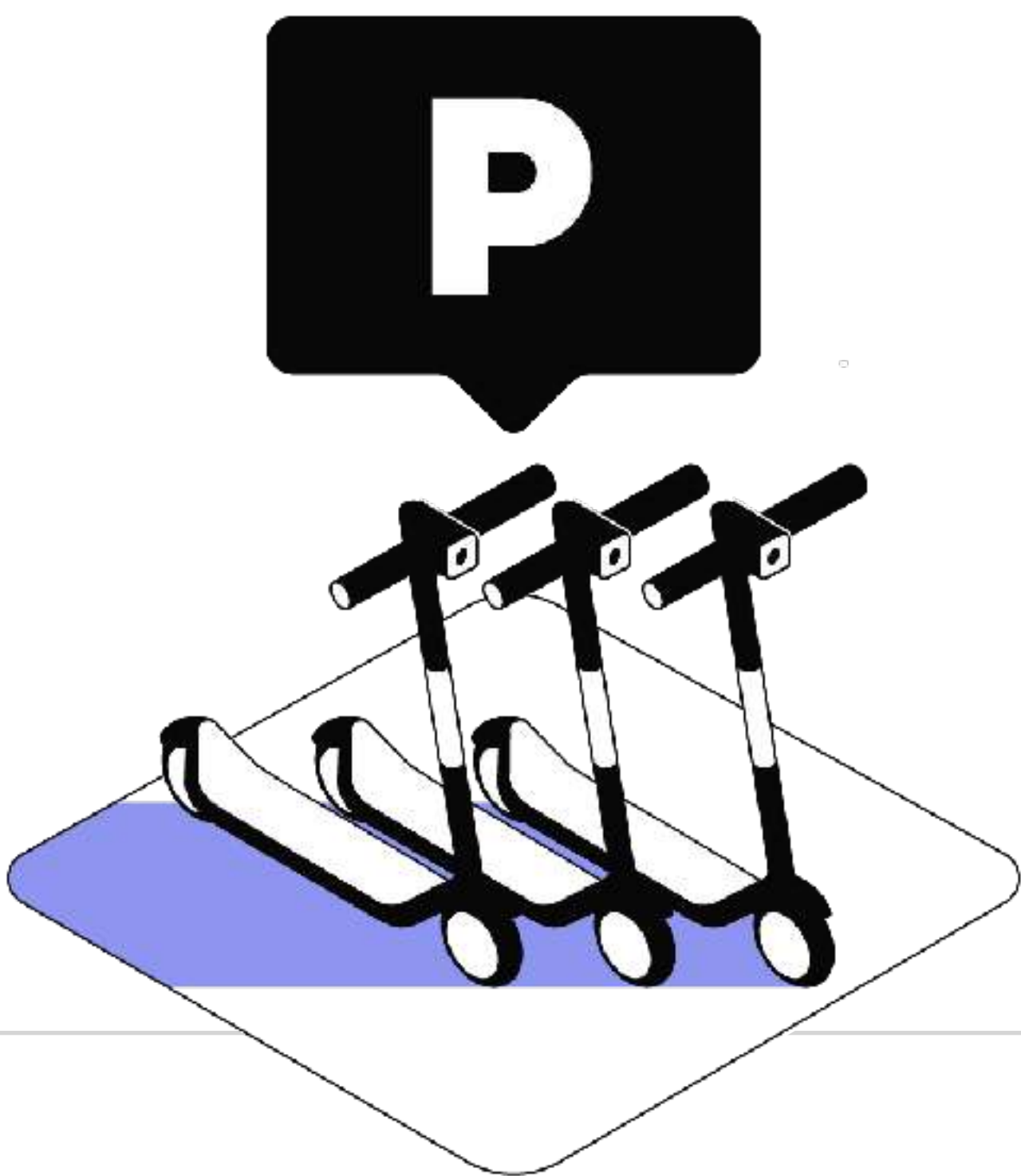
- 1 Find Birds on the map
- 2 Scan QR to begin ride
- 3 Watch safety tutorial
- 4 Enjoy the ride



THE BIRD LOCAL ADVANTAGE:

By Locals, For Locals

When Bird comes to town, we work with a local entrepreneur from the community to manage the fleet on the ground. They make money on every ride taken on the scooters that they manage. We provide the tools, operational experience and technology to help them be successful; and they provide the local pride, knowledge and expertise to cater the program to the community.



What Cities Are Saying

“We’re a relationship-based city and Bird works with us to understand our unique needs and challenges. With any new technology, we anticipate a steep learning curve. Bird stands out by being responsive, responsible and respectful of our community.”

Virginia Korte
Council Member, Scottsdale



“The Rider Incentives and your fleet managers on the ground seem to be doing a good job managing the devices, fleet rebalancing, and overall user parking performance. Keep up the great work and thank you for the partnership!”

Alyssa Muto
Deputy Director of Environment & Mobility
Planning, San Diego



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: June 21, 2022
SUBJECT: Trail Easement at 200 Heritage Place

Discussion:

During the project scoping and planning stages for the replacement of the traffic signal system at TH 60 (1st Avenue NE) and 3rd Street NE, it was discovered by MNDOT and relayed to the City that a portion of the existing segment of the Straight River Trail system adjacent to the Heritage Bluffs Apartment building from 3rd Street to 2nd Street NE is not contained within either a State or City right-of-way or easement. When the apartment building was constructed (the land was sold by the City EDA to the Developer), the City was granted a temporary trail easement (Doc. 495664) and the City agreed to construct a new trail on the east side of the apartment property (assumed to be the Virtues Park Trail segment) and then was to relinquish/remove the trail on the west side of the apartment building. The removal of the trail never happened and now the City is left with two options:

1. Negotiate a permanent trail easement with the Heritage Bluff Apartment property owner (estimated costs as much as \$20,000 or more depending on negotiations)
2. Remove this trail segment and extend the trail segment from Virtues Park to the south to connect to the Straight River Trail through the purposed North Viaduct Park area. See attached figures.

Staff is looking for feedback from the Council on which option to pursue.

Attachments:

1. Doc. No. 495664
2. Doc. No. 730307
3. RIVER RIDGE ADDITION
4. 2022 0615 Heritage Apartments Trail A
5. 2022 0615 Heritage Apartments Trail B

DA
TPI FbH

495664

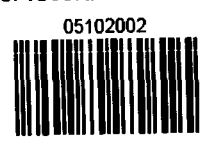
Document No.
495664



OFFICE OF COUNTY RECORDER
RICE COUNTY, MINN

No. of Pages 2

I hereby certify that the within instrument was filed in this office
for record on 05-10-2002 at 08:33 ☒ AM ☐ PM



Pam Melchert, County Recorder

D. Smith
Deputy

(Reserved For Recording)

S

TEMPORARY TRAIL EASEMENT

This Easement is granted this 9th day of May, 2002, by Straight River Crossing Apartments, LLC, a Minnesota Limited Liability Company, and Vernon Hughes and Barbara Hughes, as Grantors, to the City of Faribault, a Minnesota municipal corporation, as Grantee.

WITNESSETH:

Grantors have purchased from the Economic Development Authority of Faribault property described as:

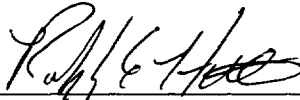
Lot 1, Block 1, River Ridge Addition,
City of Faribault, Rice County, Minnesota.

Grantee maintains an existing bituminous trail for pedestrian and non-motorized traffic across the west side of the Property. As part of the redevelopment of the area Grantee will construct a new trail east of the Property.

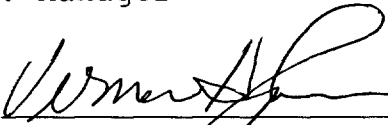
Grantor hereby grants Grantee an easement to maintain the existing trail pending construction of the new trail. Grantor and it's contractors shall avoid damage to the trail surface and keep it free of debris. Grantor and it's contractors shall notify Grantee of any hazards to trail users created by Grantor's activities. Grantee recognizes that development plans for the Property include construction of a sidewalk which may interfere with trail. Such construction will be scheduled so as to cause the least possible interference with trail use.

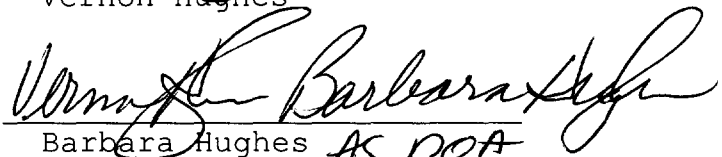
Grantee will execute and deliver a release of this temporary easement at such time as trail users can be safely rerouted to the new trail or August 1, 2003, whichever is earlier.

**STRAIGHT RIVER CROSSING
APARTMENTS, LLC**

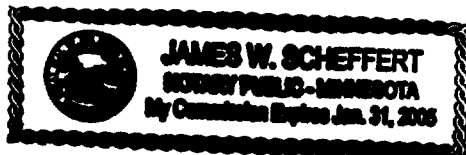
By: 
Ralph Hines

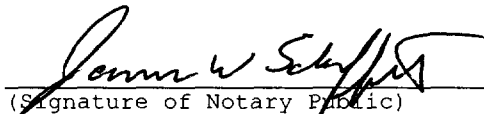
Its: Manager

By: 
Vernon Hughes

By: 
Barbara Hughes AS POA

The foregoing instrument was acknowledged before me this 9th day of May, 2002, by Ralph Hines, Manager of Straight River Crossing Apartments, LLC, and Vernon Hughes and Barbara Hughes, Grantors.




(Signature of Notary Public)

Exp 1-31-05

THIS INSTRUMENT WAS DRAFTED BY:

Kurt S. Fischer
CARLSON & FISCHER
Attorney at Law
12 NE Second Street
P O Box 715
Faribault, MN 55021
Telephone: (507) 332-2229
Attorney ID No. 29506

495664

B
City of
Faribault
Y-46

No delinquent taxes and transfer entered;
Certificate of Real Estate Value () filed ☒ not required
Certificate of Real Estate Value No. _____

Date 9-14-2020
Denise Anderson

Rice County Property Tax & Elections Director

Kelly Bauer
Deputy



730307

I hereby certify that this document was
filed in this office and duly recorded on

September 14, 2020 2:35 PM

Judy Van Erp, Recorder

Pages: 3

A730307

Office of County Recorder/Registrar
RICE COUNTY, MN

REC'G PROCESS COMPL FUND: \$11.00
RECORDER TECHNOLOGY FUND: \$10.00
STATE TREASURY GEN'L FUND: \$10.50
GENERAL ABSTRACT: \$14.50

\$46.00

Return To:

FARIBAULT CITY OF
208 NW 1ST AVE
FARIBAULT, MN 55021

Quit Claim Deed

STATE DEED TAX DUE HEREON: \$1.65

The total consideration for this transaction is \$3,000.00 or less.

ECRV: N.A.

Date: September 9, 2020

FOR VALUABLE CONSIDERATION, the Economic Development Authority of Faribault, a body politic and corporate under the laws of the State of Minnesota, Grantor, hereby conveys and quitclaims to the City of Faribault, a municipal corporation under the laws of Minnesota, Grantee, that certain real property located in Rice County, Minnesota, legally described as follows:

See the attached **Exhibit A**

Check here if part or all of the land is Registered (Torrens)

together with all hereditaments and appurtenances, subject to easements of record.

{Remainder of Page Intentionally Left Blank; Signature Page to Follow}

Date September 11, 2020
Deed Tax paid of \$ 1.65
Denise M. Anderson
Rice County Property Tax & Elections Director
by Lana Rae Lehtonen
Deputy

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____).
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

**ECONOMIC DEVELOPMENT AUTHORITY
OF FARIBAULT**

By: Rodney Gramse
Rodney Gramse
Its: President

By: Dave Albers
Dave Albers
Its: Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing was acknowledged before me this 9 day of September, 2020, by Rodney Gramse and Dave Albers, the President and Secretary of the Economic Development Authority of Faribault, a body politic and corporate organized under the laws of the State of Minnesota, on behalf of the corporation, Grantor.

Kari Lyn Casper
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



This instrument was drafted by:

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

Tax Statements should be sent to:

City of Faribault
208 First Avenue NW
Faribault, MN 55021

EXHIBIT A
Legal Description of the Property

Outlot C, River Ridge Addition, Rice County, Minnesota.

AND

Lots 1-5, Block 75, Original Town Faribault, Rice County, Minnesota.

RIVER RIDGE ADDITION

KNOW ALL MEN BY THESE PRESENTS: That Economic Development Authority of Fairbault, a municipal corporation, fee simple owner of the following described property situated in the County of Rice, State of Minnesota, to wit:

All that part of Blocks 55 and 70, ORIGINAL TOWN OF FARIBAULT, according to the recorded plat thereof, Rice County, Minnesota, except described as follows:

Beginning at a point in the North line of said Block 70 (for purposes of this description bearing of said North line is assumed North 90 degree 00 minutes 00 seconds East), a distance of 12.76 feet Easterly from the Northwest Corner of said Block 70, at a point 9.50 feet Easterly from and radial to the center line of the first side tract East of the main track of the Chicago and Northwestern Railway Company (formerly the Chicago Great Western Railway Company); thence North 90 degrees 00 minutes 00 seconds East, along said North line, a distance of 197.24 feet; thence South 15 degrees 15 minutes 18 seconds West 68.41 feet; thence South 3 degrees 28 minutes 06 seconds West 66.12 feet; thence South 2 degrees 36 minutes 09 seconds West 66.07 feet to a point in the South line of said Lot 3 in Block 70; thence North 90 degrees 00 minutes 00 seconds West along said South line, 122.50 feet to a point 9.50 feet Easterly from and radial to said center line of first side track East of main track of railroad; thence Northwesterly along a curve, concave Northeasterly, 9.50 feet Northeasterly from and parallel with said railroad side track center line (curve data: radius equals 1490.50 feet; delta angle equals 7 degrees 51 minutes 14 seconds; chord bearing and distance equal North 14 degrees 06 minutes 03 seconds West 204.15 feet) an arc distance of 204.31 feet to the point of beginning.

AND

That part of Vacated First Street and Vacated Second Street, ORIGINAL TOWN OF FARIBAULT, according to the recorded plat thereof, Rice County, Minnesota, lying east of the east line of Willow Street, said ORIGINAL TOWN OF FARIBAULT, (now known as First Avenue E) and lying west of the west line of Water Street, said ORIGINAL TOWN OF FARIBAULT, (now known as Second Avenue E).

AND

That part of Vacated Water Street, ORIGINAL TOWN OF FARIBAULT, according to the recorded plat thereof, Rice County, Minnesota, (now known as Second Avenue E) lying westerly of a line drawn 25.00 feet westerly of and parallel with the centerline of the Western Railroad Properties Inc. (formerly Chicago, Rock Island and Pacific Railroad Company) main line track as it is presently located, lying south of the south line of Third Street, said ORIGINAL TOWN OF FARIBAULT and lying north of the north line of Second Street said ORIGINAL TOWN OF FARIBAULT.

AND

That part of Vacated Water Street, ORIGINAL TOWN OF FARIBAULT, according to the recorded plat thereof, Rice County, Minnesota, (now known as Second Avenue E) lying westerly of a line drawn 50.00 feet westerly of and parallel with the centerline of the Western Railroad Properties Inc. (formerly Chicago, Rock Island and Pacific Railroad Company) main line track as it is presently located, lying south of the north line of Vacated Second Street; said ORIGINAL TOWN OF FARIBAULT and lying north of the south line of Vacated First Street said ORIGINAL TOWN OF FARIBAULT.

AND

RL - Parts of Lots 3, 4 and 5 in Block 70, now City of Faribault, Rice County, Minnesota, described as follows:

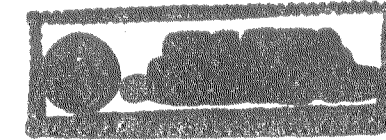
Beginning at a point in the North line of said Block 70 (for purposes of this description bearing of said North line is assumed North 90 degree 00 minutes 00 seconds East), a distance of 12.76 feet Easterly from the Northwest Corner of said Block 70, at a point 9.50 feet Easterly from and radial to the center line of the first side tract East of the main track of the Chicago and Northwestern Railway Company (formerly the Chicago Great Western Railway Company); thence North 90 degrees 00 minutes 00 seconds East, along said North line, a distance of 197.24 feet; thence South 15 degrees 15 minutes 18 seconds West 68.41 feet; thence South 3 degrees 28 minutes 06 seconds West 66.12 feet; thence South 2 degrees 36 minutes 09 seconds West 66.07 feet to a point in the South line of said Lot 3 in Block 70; thence North 90 degrees 00 minutes 00 seconds West along said South line, 122.50 feet to a point 9.50 feet Easterly from and radial to said center line of first side track East of main track of railroad; thence Northwesterly along a curve, concave Northeasterly, 9.50 feet Northeasterly from and parallel with said railroad side track center line (curve data: radius equals 1490.50 feet; delta angle equals 7 degrees 51 minutes 14 seconds; chord bearing and distance equal North 14 degrees 06 minutes 03 seconds West 204.15 feet) an arc distance of 204.31 feet to the point of beginning.

Have caused the same to be surveyed and platted as RIVER RIDGE ADDITION and do hereby donate and dedicate to the public for public use forever the drainage and utility easements, streets, and place as shown on this plat.

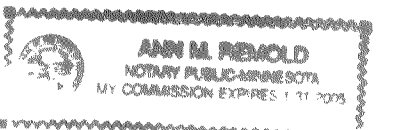
In witness whereof said Economic Development Authority of Fairbault, has caused these presents to be signed by its proper officers, this 21st day of March, 2002.

Shirlee B. Madow, Its President
Shirlee Madow

STATE OF MN
COUNTY OF Rice
The foregoing instrument was acknowledged before me this 21st day of March, 2002 by Carla Adam, Mayor and Cynthia Morical City Administrator on behalf of the City.



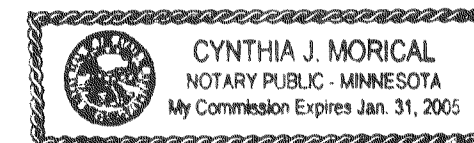
Cynthia J. Morical
Notary Public, Rice County, Minnesota
My Commission Expires 1-31-2005



I hereby certify that I have surveyed and platted the property described on this plat as RIVER RIDGE ADDITION; that this plat is a correct representation of said survey; that all distances are correctly shown on the plat in feet and hundredths of a foot; that all monuments have been correctly placed in the ground, or will be correctly placed within one year of filing, as shown; that the outside boundary lines are correctly designated on the plat, and that there are no public highways to be designated on the plat.

Kurt M. Kisch
Kurt M. Kisch, Licensed Land Surveyor
Minnesota License No. 23968

STATE OF Minnesota
COUNTY OF Hennepin
The foregoing surveyor's certificate was acknowledged before me this 22 day of January, 2002 by Kurt M. Kisch, Licensed Land Surveyor.



Cynthia J. Morical
Notary Public, Hennepin County, Minnesota
My Commission expires Jan. 31, 2005

FARIBAULT, MINNESOTA

This plat of RIVER RIDGE ADDITION was approved and accepted by the City Council of Faribault, Minnesota at a regular meeting thereof, held this 28th day of August, 2001. If applicable, the written comments and recommendations of the Commissioner of Transportation and the County Highway Engineer have been received by the City or the prescribed 30 day period has elapsed without receipt of such comments and recommendations, as provided by Minnesota Statutes, Section 505.03, Subd.2.

CITY COUNCIL OF FARIBAULT, MINNESOTA

By: Carla Adam Mayor By: Cynthia Morical City Administrator

TAXPAYER SERVICES DEPARTMENT, Rice County, Minnesota

I hereby certify that taxes payable in 2002 and prior years have been paid for land described on this plat. Dated this 21 day of March, 2002.

Rice County Auditor Joan Windschitl By: dt Deputy

COUNTY RECORDER, Rice County, Minnesota Doc. # 493168

I hereby certify that the within plat of RIVER RIDGE ADDITION was filed for record in this office, this 21 day of March, 2002, at 3:00 o'clock P.m.

Rice County Recorder By: Pam Melchert Deputy

REGISTRAR OF TITLES, Rice County, Minnesota Doc. # 30061

I hereby certify that the within plat of RIVER RIDGE ADDITION was filed for record in this office, this 21 day of March, 2002, at 3:00 o'clock P.m.

Rice County Registrar By: Pam Melchert Deputy



RLK - Kuusisto, Ltd.

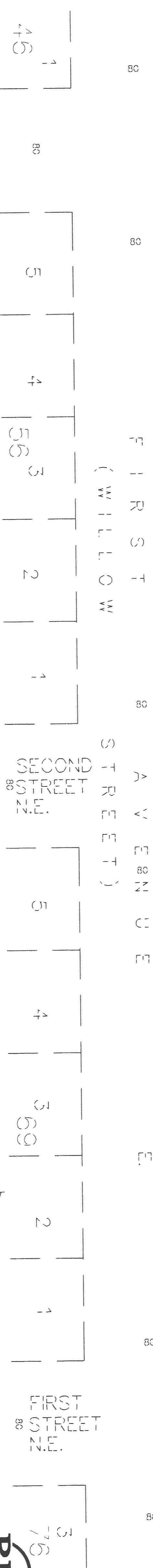
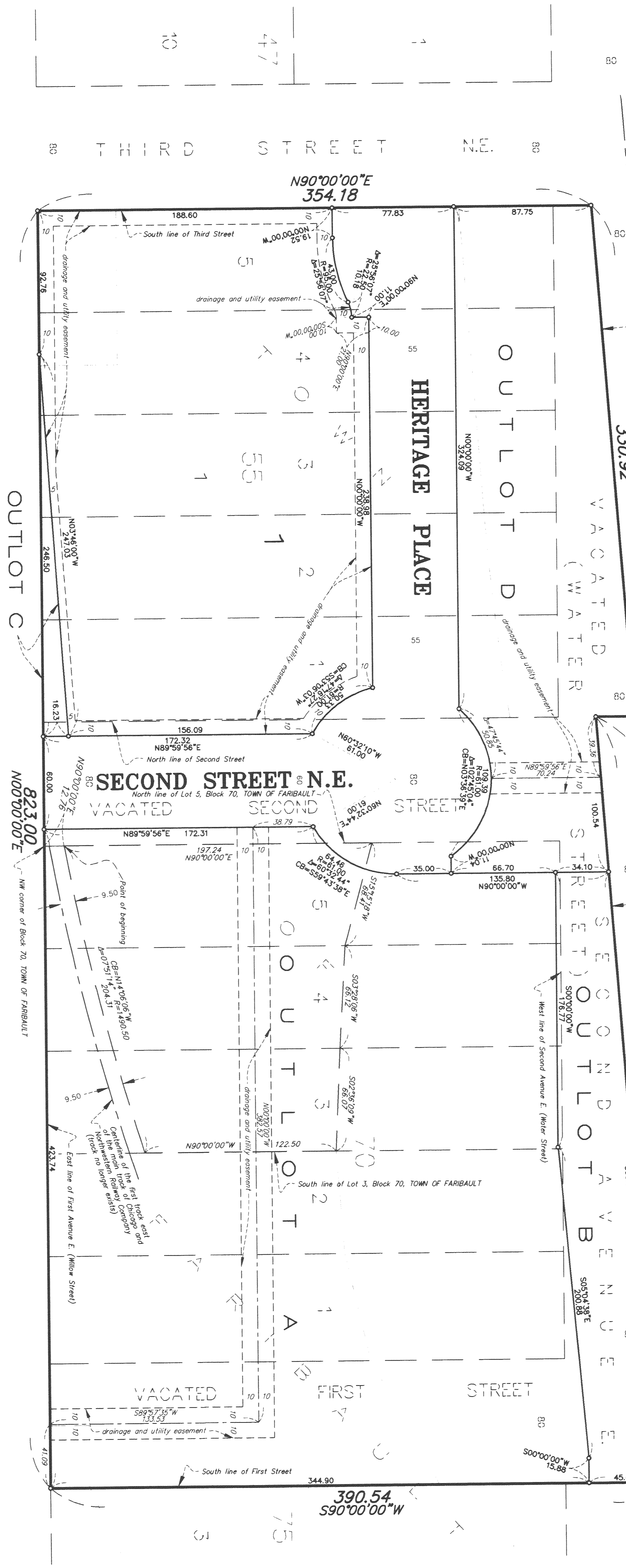
RIVER RIDGE ADDITION

STRAIGHT RIVER

STRAIGHT RIVER

WESTERN RAILROAD AND PACIFIC RAILROAD COMPANY

FORMERLY CHICAGO, ROCK ISLAND, AND PACIFIC RAILROAD COMPANY

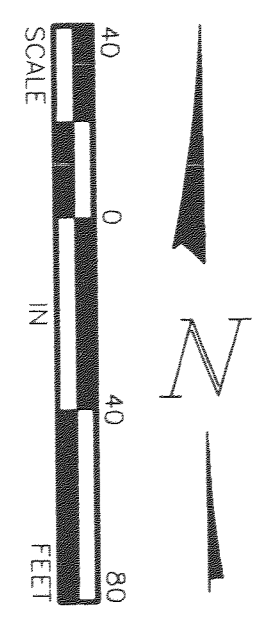


BEARING BASIS

For the purposes of this survey the west line of Block 70, TOWN OF FARIBAULT is assumed to bear N 00°00'00" E.

LEGEND

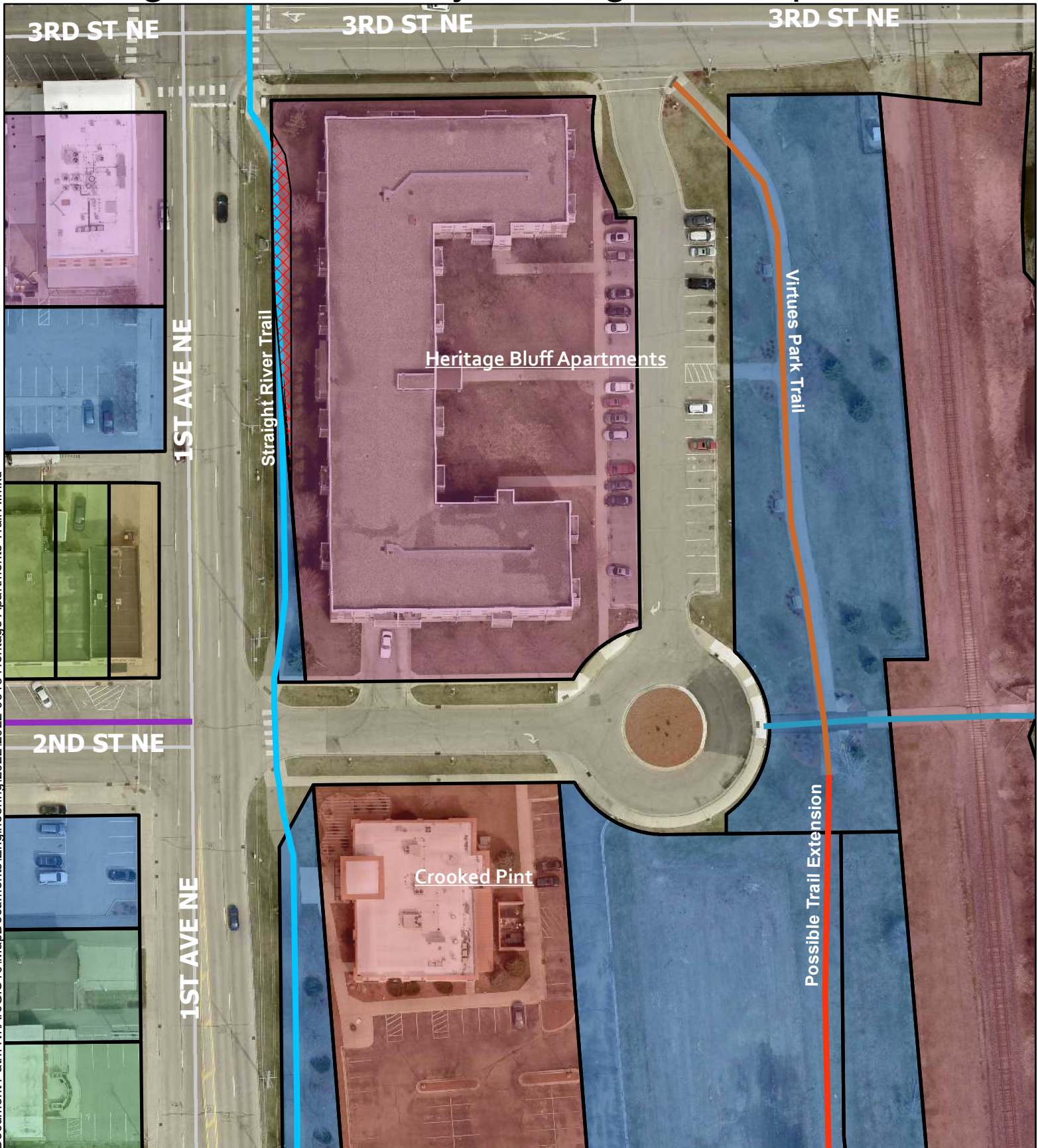
- Denotes found monument.
- Denotes 1/2 inch by 14 inch iron monument set or will be set within one year of filing, and marked with Minnesota License No. 23968.
- Denotes Rice County monument.



RLK - Kunisto, Ltd.

Striaight River Trail by Heritage Bluff Apartments

Document Path: N:\ArcGIS\10\MapDocuments\Engineering\2022\2022 0615 Heritage Apartments Trail A.mxd



City Trail not in city / state ROW or Easment

Owners Name:

FARIBAULT CITY
 BLACKACRE HOLDINGS LLC
 BRIAN DENNIS BAUER

F6 HOLDINGS LLC
 FBO PROPERTY LLC
 HELMUT J SCHWARTZ TRUST
 HERITAGE BLUFF APARTMENTS LLC
 IVAN AND MARY WHILLOCK

JANNA LEIGH VISCOMI
 RAYMOND C AND LORI WEBB
 REBOUND 31 FARIBAULT LLC
 UNION PACIFIC RAILROAD CO

Trail Name

Virtues Park Trail
 Straight River Trail
 Possible Trail Extension
 Straight River Bridge Trail
 Faribault street bike routes

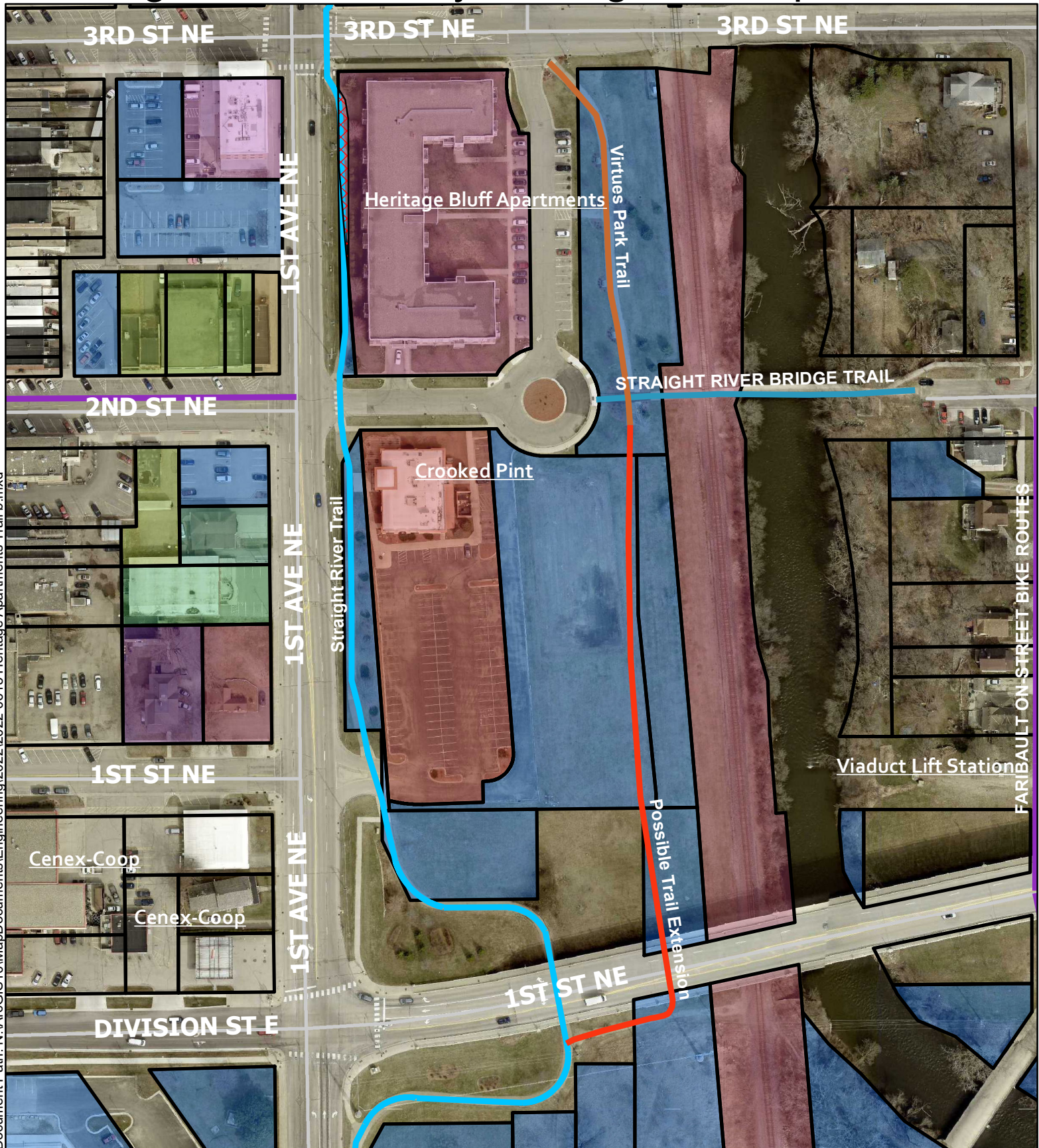
0 40 80 160 Feet



This map is neither a legally recorded map nor a survey. This map is a compilation data affecting the area shown; and is for reference purposes only. In using the map, you assume responsibility for the correctness all information extracted from this map.

Striaight River Trail by Heritage Bluff Apartments

Document Path: N:\ArcGIS\10\MapDocuments\Engineering\2022\2022 0615 Heritage Apartments Trail b.mxd



City Trail not in city / state ROW or Easment

Owners Name:

FARIBAULT CITY
 BLACKACRE HOLDINGS LLC
 BRIAN DENNIS BAUER

F6 HOLDINGS LLC
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 REBOUND 31 FARIBAULT LLC
 UNION PACIFIC RAILROAD CO

Trail Name

Virtues Park Trail
 Possible Trail Extension
 Straight River Trail
 Straight River Bridge Trail
 Faribault street bike routes

0 80 160 320 Feet



This map is neither a legally recorded map nor a survey. This map is a compilation data affecting the area shown; and is for reference purposes only. In using the map, you assume responsibility for the correctness all information extracted from this map.



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Manager
MEETING DATE: June 21, 2022
SUBJECT: Recruitment and Retention Discussion and Policies

Discussion:

At the City Council retreat on April 19, 2022, there was discussion on various recruitment and retention strategies for the City of Faribault. From that, staff has come up with several items to aid in our recruitment and retention of employees. These items range from a new policy on recruitment, a new employee recognition reward program, a flexible workplace program, early retirement incentive program with a Health Care Savings Plan program, a referral bonus program, and some policy changes.

Staff is asking City Council for direction on the items discussed above. Some items can be implemented immediately with relatively no cost or low cost to the City. Other items would need further discussion with employees and to be put in the budget for 2023.

Attachments:

1. Recruitment and Selection Policy 2022
2. Recognition Award Program 2022
3. Personnel Policy and Non-Union Compensation Plan Changes 2022-2023
4. 2022 Early Retirement Incentive Program
5. Flexible Work Arrangement Policy
6. Flexible Work Arrangement Proposal Form

Recruitment and Selection Policy

1. Introduction and Purpose of Policy

1.1 The purpose of this policy is to promote and maintain fair and effective recruitment and selection procedures across the City of Faribault and to ensure consistency in their application. The policy takes cognizance of the governance arrangements of the City of Faribault as well as the need to ensure the approach enables delivery of the Strategic Priorities of the City of Faribault.

1.2 Recruiting the most talented individuals is essential to the ongoing success of the City of Faribault. Whilst the principal recruitment task is to get the right person for the right job, selecting individuals who will contribute to an inclusive and stimulating City of Faribault community is of equal importance. The City of Faribault achieves this through transparent, equitable and non-discriminatory policies and procedures, which enable the fair treatment of applicants as well as demonstrating a broader commitment to the principles of equality and diversity.

1.3 The City of Faribault's full equality and diversity statement is as follows:

In order to uphold our commitment to equality of respect and opportunity, we will treat all people with equal dignity and respect and ensure that no person will be treated less favorably because of her/his role at the City of Faribault, age, disability, gender (including gender reassignment), race or ethnicity, religion or belief, sexual orientation or social and economic background.

1.4 It is essential that recruiting managers involved in the recruitment and selection of staff make themselves aware of both this policy and the relevant supporting guidance.

1.5 Equally, it is essential that recruiting managers ensure that any recruitment agencies or external experts involved in supporting the recruitment and selection of staff are also made aware of both this policy and the supporting guidance.

2. Policy Principles

2.1 Recruitment at the City of Faribault will be fair, transparent and subject to open competition, whether internal or external, with the consistent aim of identifying and appointing the best candidate for a role on the grounds of merit.

2.2 The City of Faribault is committed to delivering the recruitment and selection of staff in a professional, timely and responsive manner. All recruitment should be undertaken through the City of Faribault's online recruiting system: NEOGOV.

2.3 Selection decisions should be explicitly based upon facts, though the facts required may differ according to the type of role. Applications, resumes, covering letters, interviews and references are routine.

2.4 All City of Faribault recruitment should satisfy strong principles of equality and diversity in accordance with the Equality Act 2010. In particular, individual recruiting managers should be vigilant in monitoring their own recruitment campaigns for unconscious bias and discriminatory practices. The Human Resources Division will ensure that policies and practices are monitored and updated as required to promote equality, diversity and inclusion within the workplace.

2.5 Where applicants with disabilities require adjustments to the recruitment and selection process, the City of Faribault will endeavor to pro-actively remove any barriers that it reasonably can in order to enable full participation in the process.

2.6 The City of Faribault is part of the “two ticks” employer scheme and commits to interview all disabled candidates who meet the essential criteria for a job vacancy and to consider them on merit.

2.7 Where appropriate, relevant safeguarding procedures will be followed, including appropriate disclosure and recruitment policy checks.

2.8 The Human Resources Division will ensure all recruitment practices support the selected individual having the right to work in the US, in accordance with the prevailing statutory immigration requirements.

2.9 If a member of staff involved in the recruitment process has a close personal or familial relationship with an applicant they must declare this as soon as they are aware of the individual’s application and avoid any involvement in the recruitment and selection decision-making process.

2.10 All documentation relating to applicants will be treated confidentially in accordance with the Data Protection Act; applicants will also have the right to access any documentation held about them in accordance with the Act

3. Roles and Responsibilities

3.1 The Director, Manager and Human Resources are responsible for recruiting to vacant roles. They should be able to answer questions and support all matters of the recruitment and selection process of staff. Also, should be able to support on all other matters relating to the funding of posts.



Employee Recognition Award Program

The new employee recognition award program will recognize employees based on their years of service. The first year an employee begins work for the City of Faribault, they will be recognized at an annual event, typically held in September of each year. After that, employees will then start the points system (1 point = \$1.00). Employees will receive points for every five years of employment. Please see the example below:

Year	Reward
5	100 points
10	150 points
15	200 points
20	250 points

At the end of each fifth year, employees will be given the option to pick an award within their category for points, from a catalog. Catalogs will be available from Human Resources. Awards chosen will be distributed at the annual event, discussed above.

Personnel Policy Changes

Section 3.4 Personal Appearance

The City places a high priority on appearance and dress in the workplace and the image we project to our customers. The dress and appearance of City employees is a direct reflection on the professionalism of our services. City employees meet with the public everyday as part of the regular workday. A neat, well-groomed employee will present a positive image of the City and demonstrate the pride of our City employees.

Radical departures from conventional dress or personal grooming and hygiene are not permitted. Clothing shall always be clean, neat and in good repair. Good hygiene is always expected. Cologne and perfume should be worn in moderation. Good judgment in choosing your attire should be used at **all times** since we are in the public eye. Employees who have questions concerning dress standards should direct them to their immediate Supervisor or their Department Director.

1. **Non-uniformed personnel:** Employees presenting at City Council Meetings or at events representing the City, must dress professionally at all times. While at work, employees should dress for a business casual environment. For events or work required in a more casual situation or outdoors, employees may dress for that particular situation while still not being too revealing or inappropriate. ~~The following items are considered inappropriate attire for the office environment on a regular workday.~~

- ~~▪ t-shirts or tube/tank tops, unless worn as an undershirt~~
- ~~▪ workout clothes unless teaching a fitness class~~
- ~~▪ tennis shoes (medical considerations can be made by Doctor's request)~~
- ~~▪ clothing that is overly revealing or outlandish so as to cause distraction~~
- ~~▪ clothing that is overly worn, faded or in disrepair~~
- ~~▪ shorts~~
- ~~▪ jeans may only be worn on Friday's for office staff~~

2. **Uniformed Personnel**

- Uniforms, which are provided to some City employees, are expected to be neat, fresh and clean when reporting for duty. Each department is responsible for seeing to it that employees follow regulations regarding uniforms, related accessories and equipment.

3. **Dress at Conferences and Workshops**

Employees attending conferences or workshops on City time or at City expense should follow the Personal Appearance Policy.

4. **Administration of the Dress Code**

Employees reporting to work in attire, which at the discretion of their immediate supervisor and/or their Department Director does not convey a professional image and is in violation of this policy, shall be warned that such clothing is inappropriate, shall not be repeated and be sent home to change clothes. The employee will not receive paid hours during this time.

All Personnel are expected to use common sense and exercise good judgment. Department Directors have the responsibility of enforcing this policy. It is recognized that employees in certain departments must dress in uniforms or casual types of clothing due to job specific duties and conditions of their position. Reasons include safety, excessive wear and tear on clothing and appropriateness for job performance. Clothing, jewelry, or other items that could present a safety hazard are not acceptable in the workplace. Individuals who spend a portion of the day in the field need to dress in a manner appropriate to their jobs, as determined by their Department Director.

Section 5.2 Assigning and Scheduling Work

Assignment of work duties and scheduling work is the responsibility of the Department Director ~~subject to the approval of the City Administrator.~~

Section 5.3 Job Descriptions and Classifications

Assignment of job titles, establishment of minimum qualifications, and the maintenance of job descriptions and related records is the responsibility of the City Administrator, **Department Director and Human Resources Division.**

Section 7.1 Work Hours

Employee work schedules will be established by Department Directors ~~with the approval of the City Administrator.~~ To ensure employee availability and accountability to the public the City serves, all full-time and permanent part-time employees (exempt and non-exempt) are to be working during their established work schedules, unless away from the work site for a work-related activity or on approved leave.

Section 16.7 Travel and Meal Allowance

If employees are required to travel outside of the area in performance of their duties as a City employee, they will receive reimbursement of reasonable expenses for meals, lodging and necessary expenses incurred. Reimbursement for meals will not be permitted if meals are included as part of the training or conference attended by the employee, or provided as part of the lodging.

1. **Transportation** - Several means of transportation exist and each travel request shall consider the least-cost method. For the majority of travel requests, a City vehicle provides the least-cost to the City and shall be considered before any other means. Vehicles from other departments may be available and shall be a consideration. The employee may choose to use their own vehicle but not get reimbursed if there is a City vehicle available and they choose not to use it.
 - A. **City Vehicle** – All direct expenses incurred will be reimbursed, including fuel, oil and maintenance/repair expenses. Only City employees are authorized and insured to drive a city owned vehicle.
 - B. **Personal Vehicle** – When a city vehicle is not available, a personal vehicle may be authorized for use. City reimbursement for the use of a personal vehicle is based on the current IRS approved mileage rate using the shortest route. If the travel originates from home, the mileage reported for reimbursement should be from the home or employee's normal City work facility, whichever is less. An

employee's normal commute mileage will not be reimbursed. For employee's receiving a vehicle allowance, use of their personal vehicle is required and no mileage payment will be made.

- C. **Airplane/Other** – Travel by any means other than by vehicle shall be approved by the City Administrator.

- 2. **Lodging** – The City will reimburse the reasonable cost of lodging for training, seminars or conventions of two or more days if the event site is **outside a 50 mile radius** of Faribault. Exceptions may be made at the discretion of the City Administrator (i.e. sessions start/end early/late). All employees shall ask for a standard room. In the event that a standard room is not available, other lodging establishments shall be contacted prior to booking a non-standard room. A non-standard room is reimbursable if it is at a contract rate through the event, offered at the same rate as a standard room or if no other options are available within a reasonable distance from the event. Employees should also reserve individual rooms and are not allowed to share a room with another employee that is attending the same training, seminar, or convention.

An increase in lodging rate due to other individual's staying with the employee is not reimbursable. The employee will be reimbursed only for a standard room. Entertainment expenses incurred will not be reimbursed, such as in-room movies, mini-bar and optional entertainment-type events provided at conferences.

- 3. **Meals** – The City will reimburse the cost of job-related meals only if an employee's travel requires an overnight stay or if a business meeting is held during typical meal hours. The following time schedules are in place for each meal as per IRS regulations on per diem (which is an allowance or payment for meals):

Breakfast: Travel begins before 6 am and extends beyond 9 am

Lunch: Travel begins before 11 am and extends beyond 2 pm

Dinner: Travel begins before 4 pm and extends beyond 7 pm

Incidentals such as parking will be reimbursed. Per diem amounts are subject to change per IRS regulations each year.

- A. **Department** meetings scheduled and held during typical meal hours ~~do not automatically necessitate that a meal~~ will be provided at City expense, **upon approval of the Department Director**. Per IRS regulations, a meal must have a clear business purpose in order to be reimbursed.
- B. Per diem applies to the meal, non-alcoholic beverage, and sales tax.
- C. The daily per diem cannot be combined in any fashion in order to reimburse an employee for a meal costing more than the maximum amount listed per IRS regulations. For example, an employee cannot use the breakfast and lunch amounts to justify reimbursement of a dinner costing more than the per diem rate.
- D. Employees are expected to take advantage of meals provided by the conference or seminar. The City will not reimburse an employee for a purchased meal when a meal was provided by the event.

- E. If more than one employee is present at a job-related meal, one employee may pay for the entire meal cost of all employees. The reimbursement request shall clearly identify each employee present for the meal.
- F. If non-city personnel are present at a job-related meal, the city may reimburse the paying employee for the cost of the meal(s) of the individual(s) if an itemized receipt and a form indicating who attended, where the meal was held and the city-related purpose for the meal is submitted and approved by the Department Director and City Administrator. Reimbursement of a non-employee's meal is subject to the same per diem as the employee.
- G. When other people are present, a separate detailed receipt for the employee's meal shall be requested.
- H. The per diem may be adjusted for out-of-state travel by the City Administrator based on current IRS per diem guidelines.
- I. Purchase of meals with a City credit card for a training or conference is prohibited. Reimbursements for a breakfast, lunch or dinner meeting in conjunction with an approved conference/workshop/school/seminar/meeting shall be reimbursed per the per diem rates listed above.
- J. As an alternative to being reimbursed, the employee may instead draw the appropriate amount of per diem in advance of the trip to cover those meals not included and incidental. Under this option, receipts are not required to be submitted.

NON-UNION COMPENSATION PLAN CHANGES

2.4 Referral Bonus Program

The purpose of the Employee Referral Bonus Program is to provide an incentive award to a current employee within this compensation plan, who brings new talent to the City by referring applicants who are subsequently selected and successfully employed in a position within this compensation plan. Compensation will be distributed as follows:

- a) After three (3) months of employment, the referring employee would receive \$250.00.
- b) Should either the hired/referring employee leave employment prior to 3 months, the incentive would be nullified.

4.1 Holidays

Non-union employees shall have the following holidays enumerated:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day

President's Day
Memorial Day
Independence Day

Thanksgiving Day
Day after Thanksgiving
Christmas Day

"Juneteenth" shall be added as a recognized holiday after such time that the Minnesota State Legislature approves it as an official holiday.

Employees shall be granted the holiday off without loss of pay. Any employee that is required to work on a holiday, outside of his/her standard work week, shall receive an additional floating holiday. When a holiday falls on a Saturday, the holiday shall be considered to have occurred on the preceding Friday. If a holiday falls on a Sunday, the holiday shall be celebrated on the following Monday. If a non-union employee is required to work one of the above stated holidays, the City Administrator shall have the authority to provide an additional floating holiday to be taken or used in accordance with the rules governing the same.

Effective January 1, 2023, all employees shall also receive two (2) floating holidays at time of hire and at the beginning each year to be taken in accordance with the rules governing vacation days. Floating holiday hours are banked the first pay period of the year based on full-time equivalency.

5.5 Dental Insurance – effective January 1, 2023

Dental insurance premiums will be shared by Employer and Employee using fixed percentages, varying by plan and coverage, as follows:

Single:	Employee 20%	Employer 80%
Single+1:	Employee 40%	Employer 60%
Family:	Employee 60%	Employer 40%

6.4 Deferred Compensation and Health Care Savings Plan (HCSP)

The City shall make available a program of deferred compensation. Participation in such a program is at the option of each employee and does not include any contribution by the City.

As part of deferred compensation, and as noted here in the Non-Union Compensation Plan, the City will offer a Health Care Savings Plan (HCSP). The HCSP is a benefit available to all regular full-time and part-time employees who meet the criteria established in the group benefits listed here. Mandatory participation is required of an employee who meets the criteria established in the applicable group benefits.



2022 Early Retirement Incentive Program

Following is an outline of the Early Retirement Incentive Program that is offered to eligible employees on a voluntary basis as a means to (1) provide recognition to employees for service to the City, (2) provide promotion/advancement opportunities for existing employees, (3) be a possible catalyst for organizational/position considerations, and (4) produce (potential) cost savings over time.

1. Eligibility requirements for the program:
 - a) Permanent, fulltime City of Faribault employee
 - b) Age 61/60+ on or before December 31, 2022
 - c) Minimum of 10 years of employment with the City of Faribault
 - d) Employee in "good standing" at time of retirement
2. Conditions of taking this incentive are proposed as follows:
 - a) Submit notice to participate no later than September 30, 2022, with an effective retirement date on or before December 31, 2022
 - b) Employees must provide a minimum of 90-days' notice of retirement (unless otherwise waived by the City Administrator)
 - c) Notice of retirement is not retractable after three (3) calendar days
 - d) Employees will execute an agreement accepting the terms and conditions of the program (to be approved by City Council)
3. Determination of financial incentive payment:
 - a) City will compensate the employee an amount equal to the estimated 2023 premium cost for the \$2,800 Deductible Plan, Single Coverage (\$786.60/month) times the number of months from the date of retirement to the time the employee reaches Medicare-eligible age (65).
 - b) The minimum payment for any employee will be for 12 months (\$9,439.19), and the maximum payment will be for 36 months (\$28,317.56).
 - c) Payment will be lump sum at the time of retirement with other accrual/severance payouts.
 - d) Health Care Savings Plan (HCSP). If created would include the following options:
 - The City of Faribault and certain groups of employees, determined by inclusion in personnel policy or union negotiation, would be eligible to participate in the plan which provides tax free contributions to the plan as well as tax free earnings and reimbursement of funds to the participant upon termination of employment from public service, regardless of age.

- The HCSP is a tax-free account where contributions and reimbursements are not reportable on the employee's state or federal income tax returns. The monies can be utilized by the employee for reimbursement of eligible medical expenses, tax-free, for as long as there are monies in the account. If the participant were to pass away with monies in the account then they pass to the spouse or dependent children under age 26, tax-free and can be utilized the same way. If there is no spouse or eligible dependents, then those monies pass to a beneficiary to be used in the same manner, but they are then paid as ordinary income.
- e) Per existing labor agreements, retired employees may elect to stay with City health insurance coverage until Medicare-eligible age, but will be required to pay the full premium for the plan they select.

The City reserves the right to cancel this program at any time. However, any employees that have fully executed agreements will still be entitled to receive the incentive, assuming they have complied with all the terms and conditions of this program and the agreement.



Flexible Work Arrangement Policy

SCOPE

Full-time employees (non-union) may be considered for a flexible work arrangement, depending on their job duties.

RATIONALE

In an effort to build an empowered and thriving workplace, the City of Faribault has implemented this policy regarding flexible work schedules. The City supports workplace flexibility to promote a highly productive work environment and recognizes that flexible work arrangements can help the organization retain valuable employees and reduce turnover costs while also benefiting staff by providing a way to more effectively meet the demands of their work and personal responsibilities. Such arrangements offer an alternative approach to completing work through non-traditional work hours and worksites.

This policy establishes the guidelines for flexible work arrangements to situations that fall outside of the typical City work schedule and last longer than two months. These arrangements must meet the needs of the City and the responsibilities of the position the employee holds. Outstanding service to the public and internal customers is paramount to how we work.

While not all positions will be suitable for flexible work arrangements, requests will be reviewed on a case by case basis considering the departmental needs and the employee's ability to maintain a high level of service. A flexible work arrangement is a business and workplace strategy, not an employee benefit or employee right.

FLEXIBLE WORK OPTIONS

- A. Flextime: Agreed-upon starting and departure times that differ from the standard schedule for the department, division or work group. Flextime does not reduce the total number of hours worked in a given workweek. Flextime options can include fixed starting/ending times that change periodically; starting and ending times that can vary daily

and variations in the length of days (e.g. six-hour day followed by a 10-hour day).

- B. Compressed workweek. A traditional 40-hour workweek condensed into fewer than five workdays (e.g. four 10-hour workdays).
- C. Teleworking: A regular, routine work arrangement that allows the employee to perform a portion of the job outside of City facilities. This type of arrangement specifies the number of hours and days to be worked outside of the office and the specific time in which it will occur.

CRITERIA

Flexible work arrangements are discretionary based upon the operational needs of the department, division or work group and must have prior approval by the department head. Requests for flexible work arrangements will be evaluated based on the employee's ability to perform their job duties, tasks and responsibilities remotely or independent of co-workers or team members.

GUIDELINES

GENERAL GUIDELINES

- A. A flexible work arrangement is a business and workplace strategy, not an employee right or universal employee benefit.
- B. Flexible work arrangement requests are not the same as the occasional need for flexibility. Flexible work arrangements generally last longer than two months and are a regular and predictable part of the employee's work schedule.
- C. Not all requests will be accommodated and not all positions are appropriate for flexible work options.
- D. The operational needs of the department, division or work group must be met with flexible work arrangements.
- E. Performance expectations remain the same regardless of the employee's work schedule or location.

- F. Flexible work arrangements are not guaranteed or permanent – they may change as the needs of the department, division or work group change.
- G. The supervisor may temporarily adjust work schedule or location as needed to meet the operational needs of the work group.
- H. Flexible scheduling is limited to a two-week pay period. For example, a work arrangement may not include a two-week period where 88 hours is worked followed by a two-week period where 72 hours is worked. Flexible scheduling options that include unequal work weeks (i.e. 32 hours in one week and 48 hours in the next) may be limited by the requirements of state and federal law and must be approved by Human Resources prior to implementation.
- I. When making decisions regarding flexible work arrangements, the impact on other staff members should be considered.
- J. Customers and staff should not be adversely affected by a flexible work arrangement. A flexible work arrangement may be discontinued if adverse effects arise.
- K. Flexible work arrangements must follow the City's Media, Computer Usage, and data policies as well as all other City policies.
- L. The employee should receive approval for temporary deviations in their established work schedule from the department head in the same manner that they would without a flexible work arrangement.
- M. All flexible work arrangements are subject to the City's Employment Policies and the Fair Labor Standards Act and other relevant laws.
- N. Eight hours of pay is the maximum allowed per holiday. If a holiday falls on a day that an employee is scheduled to work more than eight hours, the employee must use vacation or administrative leave to supplement the rest of the scheduled workday or flex the time by working another day not to exceed 12 hours as approved by the department head.

TELEWORKING GUIDELINES

The work area should be suitable to complete the work assigned, safe, ergonomically-appropriate, and located in a space where employees can conduct business professionally. Employees that telework must have internet access with enough bandwidth to reliably connect to the City's VPN. As bandwidth requirements can vary greatly depending on the work to be performed, employees should contact IT if they need assistance determining the appropriate bandwidth for their specific needs.

- A. The employee will establish an appropriate work environment within their home for work purposes. The City will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space. The City accepts no responsibility for damage or repairs to employee-owned equipment. The work area should provide sufficient security for data, phone conversations, etc.
- B. Equipment needs (including hardware, software, modems, phone and data lines and other office equipment) for teleworking will be determined on a case-by-case basis by the City with information supplied by the employee and the supervisor. The decision as to type, nature, function and/or quality of electronic hardware, software, systems access, data and phone lines rests with the department head in coordination with the City's IT division. Equipment provided by the City is limited to authorized persons for City-related purposes. The telecommuter must sign an inventory of all City property received and agree to take appropriate action to protect the items from damage or theft. Upon separation of employment, all City property will be returned to the City, unless other arrangements have been made.
- C. Provisions of the Minnesota Government Data Practices Act and data privacy policies must be followed when performing work at a remote location. Employees will be expected to ensure the confidentiality and security of all City data accessed from or transported to the remote worksite.
- D. A teleworking arrangement cannot substitute for regular dependent or child care.
- E. Any work-related accident, injury, or illness that occurs while teleworking should be reported immediately to the employer's supervisor or department head so that a first report of injury can be

completed. An employee is covered by Worker's Compensation laws while teleworking.

- F. An employee's existing insurance policy(ies) may not include coverage for liability arising out of the use of a residence for a business purpose. Employees are solely responsible for determining an appropriate level of insurance based on their own circumstances. Employees are encouraged to check with their insurance carrier about the implications of working from home.
- G. Federal and state tax implications of teleworking and use of a home office are the responsibility of the employee.
- H. The teleworker's schedule, including number of teleworking days per week, normal teleworking hours and use of vacation, personal or compensatory time will be discussed with the employee prior to finalizing the teleworking agreement.
- I. The department head retains the right to call a teleworker into the office as needed. Teleworkers should be accessible as they would be in City offices. The only difference is where the work occurs. The arrangement must be seamless to citizens and customers.
- J. Teleworkers are expected to develop an effective communication strategy with their department head, supervisor and work unit. Teleworkers must be reachable during agreed-upon work hours.
- K. Teleworkers must notify their supervisor of their availability.
- L. Travel to and from a City office for the purposes of meetings or other work requirements are not considered eligible for compensation and mileage will not be reimbursed.

PROCESS

- A. The employee must complete a flexible work arrangement request form and submit it to their department head.
- B. The employee and department head must discuss the flexible work arrangement request.

- C. The work group's operational needs must be considered (e.g., impact on work group, co-workers, citizens, customers, budget, business needs, etc.)
- D. Department heads should specify when the employee is expected to be present at the office, how they are to be available during their offsite work time and how they are to communicate their specific availability, if the flexible work arrangement is approved.
- E. Flexible work arrangement agreements must be in writing and approved by the department head, before taking effect.
- F. Department heads should evaluate an employee's flexible work arrangement with them on an ongoing basis, and review the flexible work arrangements among their work group to ensure ongoing equity. Flexible work arrangements will need to be renewed each calendar year (if not changing, an email to the Human Resources Manager will suffice).
- G. The City will assess the flexible work arrangement policy on a periodic basis.

PERFORMANCE STANDARDS

Performance expectations remain at the same level as they would if not under a flexible work arrangement. If performance standards are not met, the ability to work a flexible work arrangement may be revoked until performance improves.

Whenever possible, weekly check-ins should occur between the supervisor and employee to discuss work progress.

Any short-term changes of work hours or work location should be reviewed and approved by the department head in advance.



Flexible Work Arrangement Proposal Form

Complete this form and provide to your department head.

Name:

Date Submitted:

Title:

Dept/Division:

Type of Flexible Work Arrangement Being Proposed:

☐ Flextime ☐ Teleworking

☐ Compressed workweek

Prior to submitting this proposal, I reviewed the City's Flexible Work Arrangement Policy and have reviewed the City's information regarding creating a safe and comfortable workstation. I understand that the City of Faribault is not obligated to approve the proposed flexible work arrangement for any employee. I understand that the decision to approve my proposal is at the discretion of my department head. I understand that if my proposal is denied I will be provided with a written explanation.

Employee Signature

Date

Proposed Work Arrangement:

	Start-End	Total Hrs.	Location	Duration
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				

Effective Date:

WORK RESPONSIBILITY DETAILS

Employee / Department Head – list any potential concerns with any of the following:

Impact on citizens, customers, co-workers, supervisors, department, etc.:

Potential distractions of telecommuting:

How performance and productivity will be assessed:

☐ Request approved; see Flexible Work Arrangement Agreement.

☐ Request denied; explanation:

Flexible work schedules are subject to ongoing review and may be subject to termination at any time for any reason or no reason at all. The department head and the employee will endeavor to provide at least two weeks' notice prior to ending or changing an approved arrangement. Certain City or personal needs may necessitate less advanced notice. In some instances, a resumption of the original schedule may no longer be possible and alternatives will be identified.

Department Head Signature _____ Date _____
Trial period: Arrangement will be reviewed on _____
Expiration: Arrangement will end on December 31, 20____.