



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, DECEMBER 27, 2022

6:00 PM

1. **Call to Order/Roll Call/Pledge of Allegiance**
2. **Presentations/Introductions – None**
3. **Approve minutes of December 13, 2022 City Council Meeting and December 13, 2022 Special City Council Meeting - Closed Session**
 - A. Minutes of December 13, 2022 City Council Meeting and December 13, 2022 Special City Council Meeting - Closed Session
4. **Consent Agenda**
 - A. List of Claims for Release
 - B. Approve 2023 Non-Profit/Civic Organization Agreements
 - C. Resolution 2022-270 Approve Agency Agreement with State of Minnesota for Federal Participation in Construction
 - D. Approve Axon Services Agreement
 - E. Approve Lexipol Master Service Agreement
 - F. Resolution 2022-271 Impose Monetary Fines for Off-Sale, Club and/or On-Sale and Sunday Liquor Licensees for Compliance Check Failures
 - G. Resolution 2022-273 Accept Donations to the City of Faribault
 - H. Approve Right of Entry Agreement for 2915 2nd Avenue NW
 - I. Approve Right of Entry Agreement for 2913 2nd Avenue NW
 - J. Resolution 2022-272 Approve Hiring Police Sergeant
 - K. Approve Employment Agreement
 - L. Approve MOU with Local 665 Firefighters
 - M. Approve County Highway Maintenance Agreement with Rice County for 2022 & 2023
 - N. Accept Quote for Data Consolidation and Utility Network Data Model Migration
 - O. Approve Contingent Authorization to Release Funds from the Housing and Redevelopment Authority and the Economic Development Authority to Faribo Downtown Central LLC for Downtown Revitalization Program Improvements
 - P. Resolution 2022-274 Authorizing a Claim of Funds and a Wire in the Amount of \$119,342 for an Application of Bonding Authority for a Multifamily Housing Project
 - Q. Resolution 2022-275 Approving a Revised Final Plat of Faribault Buckham Center Addition
5. **Requests to be Heard**
6. **Public Hearings – None**
7. **Items for Discussion**

- A. Ordinance 2022-35 Amending Chapter 2, Sec. 2-4 of the City Code of Ordinances regarding City Departments and Departmental Administrators - First Reading

8. Bids - None

9. Boards and Commissions Reports, Announcements and Project Updates

- A. Monthly Financial Report

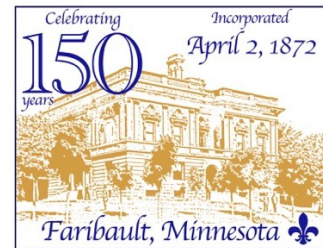
10. Adjournment

(The Council may meet as a group for dinner)

NOTE:

CC Closed Captioning of Council meetings available on FCTV.

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



CITY COUNCIL MINUTES

COUNCIL CHAMBERS

TUESDAY, DECEMBER 13, 2022

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

The regular meeting of the City Council was called to order by Mayor Kevin Voracek at 6:00 pm. Councilors Sara Caron, Royal Ross, Tom Spooner and Janna Viscomi were in attendance. Also in attendance were City Administrator Tim Murray, City Clerk Heather Slechta, Parks and Recreation Director Paul Peanasky, City Engineer Mark DuChene, Finance Director Jeanne Day, Fire Chief Dustin Dienst, Public Works Director Travis Block, Human Resources Manager Kevin Bushard, Fire Chief Dustin Dienst, Library and Communications Director Delane James, Interim Community and Economic Development Director David Wanberg and Police Chief John Sherwin.

Presentations/Introductions – None

Approve minutes of November 22, 2022 City Council Meeting

Motion by Ross, seconded by Caron to approve the November 22, 2022 City Council Meeting Minutes and carried unanimously.

Consent Agenda

- A. List of Claims for Release
- B. Approve 1-4 Day Temporary Liquor License for Faribault Minnesota Chapter, Inc.
- C. Resolution 2022-260 Declaring 2023 Precinct Polling Locations
- D. Resolution 2022-261 Approve Pawnbrokers License Renewal for Pawn Minnesota
- E. Resolution 2022-262 Approve Hiring Engineering Supervisor
- F. Approve Revisions to the Utility Billing Policy
- G. Resolution 2022-263 Approve New Refuse/Garbage Hauler License
- H. Resolution 2022-264 Approve Hiring Police Officer
- I. Approve Hangar Rental Agreement
- J. Resolution 2022-265 Approve Removal of Parks and Recreation Advisory Board Member
- K. Accept Professional Services Proposal for Straight River Watermain Crossing Design
- L. Resolution 2022-267 Final Project Acceptance of Replacement of 2nd Avenue Bridge over Division Street - City Contract 2021-04
- M. Accept Professional Services Proposal for Geotechnical Testing
- N. Resolution 2022-266 Approve Developer's Platting Agreement for FARIBAULT PLACE 3RD ADDITION
- O. Approve Letter of Support for Progressive Rail Track Rehabilitation Grant
- P. Accept Quote for Waterline Replacement at Water Treatment Plant
- Q. Accept Proposal for Sanitary Sewer Main Repair at Water Reclamation Facility
- R. Resolution 2022-268 Write-off Uncollectable Accounts Receivable Balances
- S. Authorize Request for Qualifications for a Community Center
- T. Approve 2023-2025 Agreement for Legal Services with Kennedy & Graven, Chartered
- U. Approve the Release of a Request for Proposals for Onsite Solar at the Public Works Facility
- V. Resolution 2022-269 Approve Hiring Community and Economic Development Director
- W. Approve Letter of Support for Johnson Drywall Rail Service Improvement Program Grant Application

Motion by Spooner, seconded by Caron to approve Consent Agenda Items 4A-4W and carried unanimously.

Requests to be Heard - None

Public Hearings

Approval of 2023 Budget, Tax Levies, CIP, Fee Schedule, and Franchise Fees Distribution

Finance Director Jeanne Day explained that the City Council must formally approve the final 2023 Budget, Tax Levy, Capital Improvement Plan and the Fee Schedule. Several budget work sessions were held to discuss these items and the final documents are being presented to the Council for approval. As part of the approval process the Council must provide an opportunity for any member of the public to comment or provide input regarding the 2023 budget and tax levy.

Day stated that the CIP is part of the overall budget appropriation process and provides detailed information for all capital expenditures for the 2023 fiscal year. This document outlines capital purchases and projects anticipated for the next 5-year period. It is a working document that is reviewed and adjusted on an annual basis. The 2023 Fee Schedule provides license fees, charges for multiple services offered by the City, and utility rates. Franchise Fees are distributed into multiple funds and the 2023 amounts are included for Council approval.

Motion by Ross, seconded by Spooner to open the public hearing and carried unanimously. The public hearing was opened at 6:24 pm.

Brian Peterson – 716 Spring Road, voiced his concerns regarding the increase in his property value and taxes. Mayor Voracek informed him that property values are set at the County.

Motion by Spooner, seconded by Viscomi to close the public hearing and carried unanimously. The public hearing was closed at 6:29 pm.

Councilor Spooner stated that he was happy with the levy as costs are going up and that staff did a great job. Mayor Voracek stated that he was proud that we were able to keep it low and thanked Mr. Peterson for coming to the meeting.

Motion by Spooner, seconded by Caron to approve Resolution 2022-253 Adopt 2023 Property Tax Levy and carried unanimously.

Motion by Ross, seconded by Viscomi to approve Resolution 2022-254 Adopt 2023 Budget and Fund Appropriations and carried unanimously.

Motion by Caron, seconded by Spooner to approve Resolution 2022-255 Adopt 2023 HRA Property Tax Levy and carried unanimously.

Motion by Spooner, seconded by Ross to approve Resolution 2022-256 Adopt 2023 EDA Property Tax Levy and carried unanimously.

Motion by Ross, seconded by Caron to approve Resolution 2022-257 Adoption of 2023 Fee Schedule and carried unanimously.

Motion by Viscomi, seconded by Spooner to approve Resolution 2022-258 Approve 2023-2027 Capital Improvement Plan and carried unanimously.

Motion by Ross, seconded by Spooner to approve Resolution 2022-259 Approve 2023 Franchise Fees Distribution and carried unanimously.

Items for Discussion - None

Bids – None

Boards and Commissions Reports, Announcements and Project Updates

Councilor Ross stated that there is a Buckham West meeting December 21, 2022 at 1:30 pm.

Councilor Spooner stated that River Bend Nature Center will be meeting to work on a strategic plan that will set goals and priorities.

Mayor Voracek stated that Janna's last meeting will be on December 27, 2022 with a reception before the meeting in the Public Meeting Room. Mayor Voracek also read an invite to attend the grand re-opening event at Kwik Trip on December 20, 2022 from 1:00-2:30 pm with a ribbon cutting at 1:30 pm.

Adjournment

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

The meeting was adjourned at 6:36 pm.

Respectfully Submitted,

Heather Slechta
City Clerk



SPECIAL CITY COUNCIL MINUTES

COUNCIL CHAMBERS

TUESDAY, DECEMBER 13, 2022

The Special Meeting of the City Council was called to order by Mayor Kevin Voracek at 6:41 pm. Councilors Sara Caron, Royal Ross, Tom Spooner, and Janna Viscomi were in attendance. Also in attendance was Human Resource Manager Kevin Bushard. Councilors Peter van Sluis and Jon Wood were absent.

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

The meeting was closed at 6:42 pm.

The City Council held a Special Closed Meeting pursuant to Minnesota Statutes, Section 13D.05, subdivision 3(a), to evaluate the performance of an individual subject to the City Council's authority, Timothy C. Murray.

Motion by Viscomi, seconded by Spooner to open the Special City Council meeting and carried unanimously.

The meeting was opened at 7:06 pm.

Adjournment

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

Meeting adjourned at 7:06 pm.

Respectfully Submitted,

Kevin Bushard
Human Resources Manager



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Day, Finance Director
MEETING DATE: December 27, 2022
SUBJECT: List of Claims for Release

Background:

A copy of the list of claims is available for City Council review through the City Administrator, in the amount of \$1,322,589.91, which includes check numbers 176396 to 176511 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. 12-27-2022 Council AP List

AP
AP Council Approval 12-27-2022



User: astadler
Printed: 12/22/2022 2:35:16 PM

Check Num	Last Name	Acct 1	Amount	Description
0	Adolph Kiefer & Associates LLC	101-45122-450-42110	663.46	Lifeguard Tubes
	Adolph Kiefer & Associates LLC		663.46	
176402	Amazon Capital Services	101-45500-450-42010	68.87	Flyer Acrylic Sign Holders
176402	Amazon Capital Services	101-45500-450-42110	26.72	Wire Hiders for Electrical Cables
176402	Amazon Capital Services	101-45500-450-42010	26.69	Label Maker Replacement Tape
176402	Amazon Capital Services	101-41940-410-42110	86.96	Cups for City Hall
176402	Amazon Capital Services	101-45500-450-43130	41.00	Adventure Kit Car Scanner Code Reader
176402	Amazon Capital Services	101-45500-450-43130	81.99	Adventure Kit Replacement Backpack/Binoculars/Decoder
176402	Amazon Capital Services	101-45500-450-42190	90.34	Books
176402	Amazon Capital Services	101-45500-450-42190	18.39	Books
176402	Amazon Capital Services	101-45200-450-42210	28.98	Lawn Mower Tires
176402	Amazon Capital Services	101-45500-450-42110	73.05	First-Aid Kits
176402	Amazon Capital Services	101-41580-410-42020	54.90	Cables
176402	Amazon Capital Services	101-41580-410-42020	22.99	IT Tool Bag
176402	Amazon Capital Services	240-46210-460-42010	22.48	Receipt Paper
176402	Amazon Capital Services	240-46210-460-42410	430.98	Receipt Printer/Cash Drawer/Cable
176402	Amazon Capital Services	101-45500-450-43130	9.97	Book for Adventure Kit
176402	Amazon Capital Services	101-41580-410-42020	34.98	Adapters for IT
176402	Amazon Capital Services	101-45140-450-42110	79.95	Pickleball Paddles
176402	Amazon Capital Services	101-45500-450-42190	70.53	Books
176402	Amazon Capital Services	101-45140-450-42110	79.93	Frostival Supplies-Propene/Etc
176402	Amazon Capital Services	101-45500-450-42010	45.96	Ink for InkJet Printer in Makerspace Area
	Amazon Capital Services		1,395.66	
176403	American Test Center Inc	101-42220-420-44040	1,000.00	5-Year Full NDT Inspection #2117
	American Test Center Inc		1,000.00	
176404	Ancom Technical Center	101-42220-420-44045	140.00	Pager Repair

Check Num	Last Name	Acct 1	Amount	Description
	Ancom Technical Center		140.00	
0	Angle Spencer	101-42123-420-43310	29.09	Lunches / Scenario Based Training
	Angle Spencer		29.09	
176405	Armed Forces Reserve Center	101-45122-450-44160	1,920.00	Armory Hours for Pickleball
176405	Armed Forces Reserve Center	101-45130-450-43090	3,740.00	Facility Usage Fees (January-June 2022)
176405	Armed Forces Reserve Center	101-45130-450-43090	2,310.00	Facility Usage (July-December 2022)
	Armed Forces Reserve Center		7,970.00	
0	Arrow Electric LLC	602-49480-000-44045	869.75	Grit Machine Electric Repair
	Arrow Electric LLC		869.75	
176406	Aspen Mills	101-42220-420-42180	151.83	POCFF Uniform Pants and Shirts-J Hansen
176406	Aspen Mills	101-42123-420-42180	226.55	Cargo Pant - Uniform Shirt / N Vikla
176406	Aspen Mills	101-42220-420-42180	664.39	5-Fire Department Jackets
	Aspen Mills		1,042.77	
0	Auto Value Parts Store	603-49500-000-42210	144.99	Battery Unit #105
	Auto Value Parts Store		144.99	
176407	Baker & Taylor Entertainment	101-45500-450-42190	109.57	Books
176407	Baker & Taylor Entertainment	101-45500-450-42190	317.95	Books
176407	Baker & Taylor Entertainment	101-45500-450-42190	794.10	Books
176407	Baker & Taylor Entertainment	101-45500-450-42190	16.10	Books
176407	Baker & Taylor Entertainment	101-45500-450-42190	904.89	Books
176407	Baker & Taylor Entertainment	101-45500-450-42190	12.10	Books
176407	Baker & Taylor Entertainment	101-45500-450-42190	28.00	Books
176407	Baker & Taylor Entertainment	101-45500-450-42190	32.90	Books
176407	Baker & Taylor Entertainment	101-45500-450-42190	700.89	Books
176407	Baker & Taylor Entertainment	101-45500-450-42190	508.78	Books
176407	Baker & Taylor Entertainment	101-45500-450-42190	301.37	Books
176407	Baker & Taylor Entertainment	101-45500-450-42190	295.59	Books
176407	Baker & Taylor Entertainment	101-45500-450-42190	181.11	Books
176407	Baker & Taylor Entertainment	101-45500-450-42190	429.65	Books
176407	Baker & Taylor Entertainment	101-45500-450-42190	640.26	Books
176407	Baker & Taylor Entertainment	101-45500-450-42190	16.14	Books

Check Numb	Last Name	Acct 1	Amount	Description
	Baker & Taylor Entertainment		5,289.40	
0	BGMN Inc	101-42123-420-42130	79.52	Diesel Fuel Additive
0	BGMN Inc	601-49430-000-42130	119.27	Diesel Fuel Additive
0	BGMN Inc	101-43121-430-42130	318.06	Diesel Fuel Additive
0	BGMN Inc	101-45200-450-42130	159.04	Diesel Fuel Additive
0	BGMN Inc	602-49450-000-42130	119.27	Diesel Fuel Additive
	BGMN Inc		795.16	
0	BHE Renewables	602-49480-000-43810	6,086.61	Solar Energy - October
	BHE Renewables		6,086.61	
176408	Bintner Jeremy & Kelly	601-00000-000-20200	51.68	Refund Check 024195-000, 502 9 St NW
	Bintner Jeremy & Kelly		51.68	
176409	Bokman Joyce	601-00000-000-20200	40.00	Refund Check 008219-000, 430 8 St NW
	Bokman Joyce		40.00	
0	Bolton & Menk Inc	401-43121-430-45300	4,806.00	2023-07 Northern Link Trail
0	Bolton & Menk Inc	602-49450-000-45300	7,395.00	2023-08 TH 3 Sanitary Sewer Project
	Bolton & Menk Inc		12,201.00	
176410	Braun Intertec Corporation	601-49430-000-45300	150.00	2019-12A Materials Testing thru 12/3/2022
	Braun Intertec Corporation		150.00	
176411	Brownells Inc	101-42110-420-42110	88.37	Firming/ Retaining Pin - Cotton Tipped Applicators
	Brownells Inc		88.37	
0	Bug Busters Inc	241-46330-461-44010	82.00	900 A & B Spring Rd Roach Inspection
	Bug Busters Inc		82.00	
176412	Burke Gail	101-43121-430-44450	115.00	Mailbox and Post Reimbursement

Check Numb	Last Name	Acct 1	Amount	Description
	Burke Gail		115.00	
0	Caldwell Tanks, Inc.	601-49430-000-45300	144,400.00	(2019-12A) Pay Req. 7
	Caldwell Tanks, Inc.		144,400.00	
176413	Canon Financial Services Inc	602-49450-000-44160	11.46	PWP Copier Rent 12/1/22-12/31/22
176413	Canon Financial Services Inc	101-43121-430-44160	110.14	PWP Copier Rent 12/1/22-12/31/22
176413	Canon Financial Services Inc	101-42124-420-44160	201.90	Copier Leases
176413	Canon Financial Services Inc	603-49500-000-44160	1.63	PWP Copier Rent 12/1/22-12/31/22
176413	Canon Financial Services Inc	101-42400-420-44160	167.08	Copier Contract Charge 12/01/2022 to 12/31/2022
176413	Canon Financial Services Inc	101-42210-420-44160	68.46	Copier Contract Charge 12/01/2022 to 12/31/2022
176413	Canon Financial Services Inc	601-49430-000-44160	11.46	PWP Copier Rent 12/1/22-12/31/22
176413	Canon Financial Services Inc	101-41940-410-44160	224.41	Copier Lease
176413	Canon Financial Services Inc	240-46210-460-44160	224.41	3rd Floor Copier
	Canon Financial Services Inc		1,020.95	
176414	Carlson Dettmann Consulting LLC	101-41800-410-43090	275.00	Classification Review-Building Inspector
	Carlson Dettmann Consulting LLC		275.00	
176415	Cengage Learning Inc	101-45500-450-42190	19.50	Books
	Cengage Learning Inc		19.50	
176396	CenturyLink	101-41940-410-43210	61.91	507-334-8409 948
176396	CenturyLink	101-42210-420-43210	131.82	507-334-0486 496
176396	CenturyLink	101-41940-410-43210	325.00	City Hall - December
176396	CenturyLink	902-00000-000-23935	-317.55	507 Z01-0018 863 Monthly Phone Bill
176396	CenturyLink	225-49810-430-43210	61.91	507-334-3495 952 Airport
176396	CenturyLink	225-49810-430-43210	61.91	507-334-7494 946 Airport
176396	CenturyLink	902-00000-000-23935	317.55	Monthly Phone Bill
176417	CenturyLink	101-41940-410-43210	12.62	Monthly Phone Bill - November
176416	CenturyLink	225-49810-430-43210	69.91	507-334-2850 219
176416	CenturyLink	602-49450-000-43210	69.91	507-334-0586 787
176416	CenturyLink	902-00000-000-23935	576.15	Monthly Service 12/13/22-01/12/23
176416	CenturyLink	101-41940-410-43210	299.73	507-332-2400 019
176416	CenturyLink	101-45500-450-43210	50.52	507 334-0138 069 Elevator Phone
176416	CenturyLink	601-49430-000-43210	86.08	507-332-9045 313Sensus Back-up Dialer
176416	CenturyLink	902-00000-000-23935	-576.15	Monthly Service 12/13/22-01/12/23

Check Numb	Last Name	Acct 1	Amount	Description
	CenturyLink		1,231.32	
176418	Chicago Distribution Center	101-45500-450-42010	30.69	Book Award Stickers
	Chicago Distribution Center		30.69	
0	Cintas Corporation	101-45200-450-44060	30.92	Laundry Services
0	Cintas Corporation	101-43126-430-44060	11.97	Uniform Cleaning Mechanics
0	Cintas Corporation	602-49450-000-44060	15.50	Uniform Cleaning Sewer
0	Cintas Corporation	603-49500-000-44060	6.36	Uniform Cleaning Stormwater
0	Cintas Corporation	101-43121-430-44060	26.49	Uniform Cleaning Streets
0	Cintas Corporation	101-43126-430-44060	24.40	Laundry-Shop Towels
0	Cintas Corporation	602-49480-000-44060	36.63	Uniform Laundry
0	Cintas Corporation	602-49480-000-44060	26.78	Lab Towels Floor Mats
0	Cintas Corporation	601-49430-000-44060	22.83	Uniform Cleaning Water
0	Cintas Corporation	101-43121-430-42170	363.57	Safety Cabinet Restock
0	Cintas Corporation	603-49500-000-42170	5.37	Safety Cabinet Restock
0	Cintas Corporation	602-49450-000-42170	37.84	Safety Cabinet Restock
0	Cintas Corporation	898-46310-000-44010	4.30	Sanitizer Service
0	Cintas Corporation	898-46310-000-44060	15.44	Mats
0	Cintas Corporation	601-49430-000-42170	37.84	Safety Cabinet Restock
0	Cintas Corporation	101-43126-430-44060	12.68	Uniform Cleaning Mechanics
0	Cintas Corporation	101-45200-450-44060	30.92	Laundry
0	Cintas Corporation	602-49450-000-44060	15.50	Uniform Services
0	Cintas Corporation	601-49430-000-44060	5.85	Laundry PWP
0	Cintas Corporation	101-43121-430-44060	23.28	Uniform Cleaning Streets
0	Cintas Corporation	602-49450-000-44060	0.84	Laundry PWP
0	Cintas Corporation	603-49500-000-44060	6.36	Uniform Services
0	Cintas Corporation	101-43121-430-44060	56.24	Laundry PWP
0	Cintas Corporation	601-49430-000-44060	22.83	Uniform Services
0	Cintas Corporation	602-49450-000-44060	5.85	Laundry PWP
0	Cintas Corporation	602-49480-000-44060	36.63	Uniform Laundry
0	Cintas Corporation	602-49480-000-44060	10.63	Lab Towels Floor Mats
	Cintas Corporation		893.85	
176419	City of Faribault	241-46330-461-43850	0.83	005090-174 1518 Western Ave
176419	City of Faribault	241-46330-461-43860	43.95	005090-026 1526 Western Ave
176419	City of Faribault	241-46330-461-43860	21.88	005090-000 910 1 St SW
176419	City of Faribault	241-46330-461-43860	23.70	005090-007 1806 Shumway Ave
176419	City of Faribault	241-46330-461-43820	13.11	005090-001 920 1 St SW
176419	City of Faribault	225-49810-430-43860	272.17	005003-004 3401 Hwy 21 W

Check Num	Last Name	Acct 1	Amount	Description
176419	City of Faribault	601-49430-000-43850	30.27	005003-032 812 8 Ave NW (New Water Plant)
176419	City of Faribault	241-46330-461-43820	13.11	005090-026 1526 Western Ave
176419	City of Faribault	898-46310-000-43860	78.75	014197-000 1324 Prairie Ave
176419	City of Faribault	225-49810-430-43820	16.90	005003-004 3401 Hwy 21 W
176419	City of Faribault	225-49810-430-43850	8.32	005003-005 Airport Terminal
176419	City of Faribault	241-46330-461-43820	13.11	005090-006 1810 Shumway Ave
176419	City of Faribault	241-46330-461-43820	7.51	005090-173 900 Spring Rd Apt B
176419	City of Faribault	211-46310-460-43850	35.03	005003-000 16 1 St SE
176419	City of Faribault	602-49480-000-43820	2,038.53	005003-023 214 14 St NE
176419	City of Faribault	101-45127-450-43850	8.32	005003-043 705 17 St SW
176419	City of Faribault	902-00000-000-23935	5,045.75	Water/Sewer-November
176419	City of Faribault	241-46330-461-43820	13.11	005090-016 1814 Shumway Ave
176419	City of Faribault	241-46330-461-43820	13.11	005090-003 1528 Western Ave
176419	City of Faribault	225-49810-430-43820	13.11	005003-005 Airport Terminal
176419	City of Faribault	241-46330-461-43820	13.11	005090-004 1818 Shumway Ave
176419	City of Faribault	902-00000-000-23935	-5,045.75	Water/Sewer-November
176419	City of Faribault	898-46310-000-43850	343.98	014197-000 1324 Prairie Ave
176419	City of Faribault	241-46330-461-43820	13.11	005090-007 1806 Shumway Ave
176419	City of Faribault	602-49480-000-43820	13.11	005003-022 214 14 St NE
176419	City of Faribault	898-46310-000-43820	206.08	014197-000 1324 Prairie Ave
176419	City of Faribault	241-46330-461-43860	2.44	005090-173 900 Spring Rd Apt B
176419	City of Faribault	101-45127-450-43820	26.81	005003-030 705 17 St SW-Irrigation
176419	City of Faribault	241-46330-461-43820	13.11	005090-000 910 1 St SW
176419	City of Faribault	211-46310-460-43820	27.37	005003-000 16 1 St SE
176419	City of Faribault	225-49810-430-43850	12.64	005003-004 3401 Hwy 21 W
176419	City of Faribault	211-46310-460-43860	6.53	005003-000 16 1 St SE
176419	City of Faribault	241-46330-461-43850	5.41	005090-173 900 Spring Rd Apt B
176419	City of Faribault	241-46330-461-43820	1.31	005090-174 1518 Western Ave
176419	City of Faribault	602-49480-000-43860	224.31	005003-019 214 14 St NE
176419	City of Faribault	602-49480-000-43820	1,411.79	005003-019 214 14 St NE
176419	City of Faribault	101-45127-450-43820	23.71	005003-043 705 17 St SW
176419	City of Faribault	101-45127-450-43860	36.11	005003-043 705 17 St SW
176419	City of Faribault	873-49499-000-43850	2,693.38	Roberds Lake SIU Bill - November
176419	City of Faribault	873-49499-000-43090	594.00	Roberds Lake Billing Fee - November
	City of Faribault		8,333.13	
176420	City of Northfield	101-45500-450-43096	1,891.07	Shared Ancestry Subscription
	City of Northfield		1,891.07	
176421	Community Co-op Oil Assn	101-45200-450-42220	96.00	Tires
176421	Community Co-op Oil Assn	101-00000-000-15520	6,690.00	Unleaded Fuel

Check Numb	Last Name	Acct 1	Amount	Description
176421	Community Co-op Oil Assn	101-00000-000-15520	15,550.00	Diesel Fuel
	Community Co-op Oil Assn		22,336.00	
176422	Core & Main LP	601-49430-000-42410	588.87	Slinky Curb Stop Wrench
	Core & Main LP		588.87	
0	Crane Creek Asphalt	476-43121-430-45302	62,132.15	2022-02 Pay Req 5 Final
	Crane Creek Asphalt		62,132.15	
176423	Creative Co-Op	101-42110-420-42230	40.00	55 Gallon & Kitchen Trash Bags
	Creative Co-Op		40.00	
176424	Crooked Pint Ale House	101-41110-410-42115	1,262.60	Board & Commission/Staff/Council Appreciation Dinner
	Crooked Pint Ale House		1,262.60	
0	Demco Inc	101-45500-450-42010	70.30	Book Glue/Classification Stickers
	Demco Inc		70.30	
176425	Duncan Co	602-49480-000-42210	308.10	Valve and Repair Kit
	Duncan Co		308.10	
176426	E O Johnson Company Inc-Dallas	101-45500-450-44160	416.89	Lanier C2500 Copier
176426	E O Johnson Company Inc-Dallas	101-45110-450-44160	244.38	Lanier Copier Lease
176426	E O Johnson Company Inc-Dallas	101-45500-450-44160	343.50	Lanier C2500 Copier
	E O Johnson Company Inc-Dallas		1,004.77	
176427	Ehlers & Associates Inc	290-46500-462-43090	910.00	General TIF Consulting
	Ehlers & Associates Inc		910.00	
0	Esquivel Valeria	101-42123-420-43310	97.00	Lunch Per Diem / SFST/ARIDE
	Esquivel Valeria		97.00	
176428	Estate of Janice Drache	898-46310-000-44700	36.88	Security Deposit Interest

Check Num	Last Name	Acct 1	Amount	Description
176428	Estate of Janice Drache	898-00000-000-36227	3.00	Overpaid Freezer Fee
176428	Estate of Janice Drache	898-00000-000-36220	221.00	Overpaid rent
176428	Estate of Janice Drache	898-00000-000-22000	481.00	Security Deposit Refund
	Estate of Janice Drache		741.88	
176429	Fame Awards	101-41110-410-42010	23.00	Name Tags for Adama
	Fame Awards		23.00	
176430	Fareway Stores Inc #126	101-42110-420-42115	13.98	Water for Sergeant Interview Panel
176430	Fareway Stores Inc #126	101-41940-410-42115	41.76	Coffee
	Fareway Stores Inc #126		55.74	
176431	Faribault Ace Hardware	601-49430-000-42410	60.26	Wire Stripper/Punch/Drill Bit-Service Work #8
176431	Faribault Ace Hardware	601-49430-000-42410	113.37	Picks and Sledge Hammers
176431	Faribault Ace Hardware	602-49450-000-42410	113.37	Picks and Sledge Hammers
176431	Faribault Ace Hardware	603-49500-000-42410	113.38	Picks and Sledge Hammers
176431	Faribault Ace Hardware	602-49480-000-42110	25.19	Hose Couplers
176431	Faribault Ace Hardware	101-42110-420-42110	8.09	Super Glue
176431	Faribault Ace Hardware	602-49480-000-42110	84.59	Light Bulbs/Fasteners
176431	Faribault Ace Hardware	101-45122-450-42230	153.14	HVAC Air Filters
176431	Faribault Ace Hardware	602-49480-000-43840	5.00	Light Bulb Recycle
176431	Faribault Ace Hardware	101-41940-410-42110	5.39	Funnel
176431	Faribault Ace Hardware	101-42220-420-42210	12.48	Fasteners/Parts for #2117
176431	Faribault Ace Hardware	101-42210-420-42410	7.19	Screwdriver
176431	Faribault Ace Hardware	101-42110-420-42230	17.98	Trufuel
176431	Faribault Ace Hardware	602-49450-000-42110	29.94	Windshield Wash
176431	Faribault Ace Hardware	602-49480-000-42110	77.33	Degreaser/Delimer/Toilet Bowl Cleaner
176431	Faribault Ace Hardware	101-45122-450-42410	74.99	Dremel Rotary Toolkit
176431	Faribault Ace Hardware	101-42110-420-42230	26.49	Fasteners
176431	Faribault Ace Hardware	101-42220-420-42110	10.79	Extension Cord
	Faribault Ace Hardware		938.97	
176433	Faribault Area Chamber of Commerce	101-41110-410-44384	13,887.54	Lodging Taxes - October
176432	Faribault Area Chamber of Commerce	101-45130-450-43131	500.00	Winterfest Wagon Rides
	Faribault Area Chamber of Commerce		14,387.54	
176434	Faribault Daily News	101-00000-000-15500	211.95	Subscription 52 Weeks 1/3/23-1/3/24

Check Numb	Last Name	Acct 1	Amount	Description
	Faribault Daily News		211.95	
0	Faribault Fleet Supply Inc	101-42220-420-42210	0.60	Pins for Water Fill Cap #2110
0	Faribault Fleet Supply Inc	101-45200-450-42110	13.98	Trailer Stop Lights
0	Faribault Fleet Supply Inc	601-49430-000-42410	96.98	Snow Shovels
0	Faribault Fleet Supply Inc	601-49430-000-42410	37.47	Drill Bits
0	Faribault Fleet Supply Inc	601-49430-000-42410	308.99	10 Foot Ladder
0	Faribault Fleet Supply Inc	601-49430-000-42410	70.00	10 Foot Ladder Exchange To 12 Foot
0	Faribault Fleet Supply Inc	601-49430-000-42110	1,653.37	Softener Salt Water Treatment Plant
	Faribault Fleet Supply Inc		2,181.39	
176435	Faribault Ice Arena Association	101-45130-450-43090	4,620.00	Ice Usage Time - November 2022
	Faribault Ice Arena Association		4,620.00	
176436	Faribault Post Office	602-49480-000-43220	1,137.51	Utility Billing Postage
176436	Faribault Post Office	601-49430-000-43220	1,137.52	Utility Billing Postage
176436	Faribault Post Office	603-49500-000-43220	1,137.51	Utility Billing Postage
	Faribault Post Office		3,412.54	
0	Faribo Plumbing & Heating Inc	602-49480-000-42110	30.50	Flush Valve
	Faribo Plumbing & Heating Inc		30.50	
176437	Ferguson Enterprises Inc. #1657	602-49480-000-42110	39.79	Thread Sealant
	Ferguson Enterprises Inc. #1657		39.79	
0	Fette Electronics Inc	240-46210-460-43090	185.00	Install Network Wire-Office Remodel
	Fette Electronics Inc		185.00	
0	From The Ground Up LLC	101-45200-450-44010	595.96	Turf Program Bell Field
0	From The Ground Up LLC	101-45200-450-44010	602.67	Turf Program Bell Field
0	From The Ground Up LLC	101-45200-450-44010	602.67	Turf Program Bell Field
0	From The Ground Up LLC	101-45200-450-44010	602.67	Turf Program Bell Field
0	From The Ground Up LLC	101-45200-450-44010	596.72	Turf Program Bell Field
	From The Ground Up LLC		3,000.69	

Check Numb	Last Name	Acct 1	Amount	Description
176438	Glenn's Service LLC	101-43125-430-43090	450.00	Tow Charge - Street #413
176438	Glenn's Service LLC	101-42123-420-43090	66.95	Tow '04 Chevy 1st Ave to FPD Storage Facility / 22-3961
	Glenn's Service LLC		516.95	
0	Godfather's Pizza	101-45500-450-43130	51.41	Pizza for Programming @ Library
0	Godfather's Pizza	101-45500-450-43130	95.95	Pizza for Programming @ Library
0	Godfather's Pizza	101-45122-450-42115	73.42	Red Cross Training-Pizza for Meeting
	Godfather's Pizza		220.78	
176439	Gonzalez Patricia & Joseph	601-00000-000-20200	3.25	Refund Check 024782-000, 411 6 Ave NE
176439	Gonzalez Patricia & Joseph	602-00000-000-20200	6.08	Refund Check 024782-000, 411 6 Ave NE
	Gonzalez Patricia & Joseph		9.33	
176440	Grainger Inc	602-49480-000-42110	5.64	Plumbing Part-Inside Cover Sloan
176440	Grainger Inc	101-42220-420-42110	72.52	AA / D Battery Packs
176440	Grainger Inc	602-49480-000-42210	53.23	Door Button Control
176440	Grainger Inc	101-42210-420-42230	56.42	Ice Melt
176440	Grainger Inc	602-49480-000-42110	53.12	Toilet Flush Valve
	Grainger Inc		240.93	
0	Green Kristina	601-49430-000-42030	210.00	Printed Decals For Water Meter Radios
	Green Kristina		210.00	
176441	Gruber Dan	602-49450-000-44450	774.43	Sewer Backup Claim
	Gruber Dan		774.43	
0	Gustafson Jay	101-45130-450-43131	90.00	Downtown Park Open House Interpreting
	Gustafson Jay		90.00	
176442	Haas Sandra	601-00000-000-20200	39.74	Refund Check 023648-000, 1317 Autumn Dr
	Haas Sandra		39.74	
176443	Harlequin Sales Corp/Reader Service	101-45500-450-42190	23.96	Books
176443	Harlequin Sales Corp/Reader Service	101-45500-450-42190	31.80	Books

Check Numb	Last Name	Acct 1	Amount	Description
	Harlequin Sales Corp/Reader Service		55.76	
0	Hawkins Inc	601-49430-000-42160	6,547.88	Chemicals For Water Treatment
0	Hawkins Inc	101-45122-450-42160	770.19	Pool Chemicals
0	Hawkins Inc	601-49430-000-42160	1,280.00	Chlorine For Water Treatment
0	Hawkins Inc	601-49430-000-42160	-0.01	Chlorine Cylinder Return
0	Hawkins Inc	601-49430-000-42160	0.01	Chlorine Cylinder Return
0	Hawkins Inc	101-45125-450-42160	20.00	Chlorine Tank Holding Fee
0	Hawkins Inc	601-49430-000-42160	4,309.80	Sodium Silicate WTP
	Hawkins Inc		12,927.87	
0	HD Supply Facilities Maintenance	241-46330-461-42110	52.53	Refrigerator Control Housing
0	HD Supply Facilities Maintenance	241-46330-461-42110	57.66	Refrigerator Control Housing
	HD Supply Facilities Maintenance		110.19	
176444	Hillyard Hutchinson	101-45122-450-44045	124.95	Repair Vacuum
176444	Hillyard Hutchinson	101-45122-450-44045	173.50	Repair Cleaning Companion
176444	Hillyard Hutchinson	101-45122-450-44045	188.47	Repair Floor Machine
176444	Hillyard Hutchinson	101-41940-410-42110	1,290.24	Floor Wax/Paper Towels/Toilet Tissue/Mop Heads
	Hillyard Hutchinson		1,777.16	
0	Hydro-Klean LLC	602-49450-000-45300	4,174.45	(2021-08) Pay Req 3 Final
	Hydro-Klean LLC		4,174.45	
0	I & S Group Inc	437-41940-410-45300	938.00	City Hall Restrooms-Architecture Services
	I & S Group Inc		938.00	
176398	ICMA Retirement Trust 457	101-00000-000-21706	50.00	PR Batch 00525.12.2022 ICMA Deferred Comp
	ICMA Retirement Trust 457		50.00	
176445	IFACS	101-43126-430-42110	113.70	Cutting Edge Bolts
	IFACS		113.70	
0	Imperial Supplies Holdings Inc	101-43121-430-42210	177.06	Strobe Lights - Street #111

Check Numb	Last Name	Acct 1	Amount	Description
	Imperial Supplies Holdings Inc		177.06	
0	In Control Inc	601-49430-000-43090	165.00	Win 911 SCADA Upgrade
	In Control Inc		165.00	
0	Innovative Office Solutions LLC	101-45500-450-42010	54.71	Paper/Pencils/Notepads/Krazy Glue/Tape
0	Innovative Office Solutions LLC	101-41320-410-42010	13.14	Table (Card) Tents
0	Innovative Office Solutions LLC	101-42124-420-42110	23.96	Towelette - Hooks - Markers
0	Innovative Office Solutions LLC	101-45110-450-42010	499.80	Copy Paper
0	Innovative Office Solutions LLC	101-41510-410-42010	7.35	Monitor Cleaning Wipes and Manila Folders
0	Innovative Office Solutions LLC	601-49430-000-42010	15.23	Paper for Disconnection Notices
0	Innovative Office Solutions LLC	101-41800-410-42010	2.59	Manila Folders
0	Innovative Office Solutions LLC	101-41510-410-42410	522.01	Chair for Finance Director
0	Innovative Office Solutions LLC	101-41320-410-42010	2.59	Manila Folders
0	Innovative Office Solutions LLC	101-45500-450-42010	6.78	Tape Dispensers
0	Innovative Office Solutions LLC	101-45110-450-42010	54.67	Tape/Calendar/Hand Calculators
0	Innovative Office Solutions LLC	101-45110-450-42010	32.43	Labels
	Innovative Office Solutions LLC		1,235.26	
0	Insty-Prints	101-42123-420-42030	74.50	Business Cards / A Schak
0	Insty-Prints	101-42121-420-42030	69.50	Business Cards / K Willers
0	Insty-Prints	101-41320-410-42030	197.45	Certificate Paper
0	Insty-Prints	101-41800-410-42030	197.45	Certificate Paper
	Insty-Prints		538.90	
0	Internal Revenue Service	101-00000-000-21701	40,018.49	PR Batch 00525.12.2022 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21703	1,872.40	PR Batch 00557.12.2022 FICA Employee
0	Internal Revenue Service	101-00000-000-21701	2,699.72	PR Batch 00557.12.2022 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21704	6,090.30	PR Batch 00525.12.2022 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	16,701.08	PR Batch 00525.12.2022 FICA Employer
0	Internal Revenue Service	101-00000-000-21704	6,090.30	PR Batch 00525.12.2022 Medicare Employer
0	Internal Revenue Service	101-00000-000-21704	437.90	PR Batch 00557.12.2022 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	16,701.08	PR Batch 00525.12.2022 FICA Employee
0	Internal Revenue Service	101-00000-000-21703	1,872.40	PR Batch 00557.12.2022 FICA Employer
0	Internal Revenue Service	101-00000-000-21704	437.90	PR Batch 00557.12.2022 Medicare Employer
	Internal Revenue Service		92,921.57	
176446	J Appleseed	101-45500-450-42190	23.95	Books

Check Numb	Last Name	Acct 1	Amount	Description
	J Appleseed		23.95	
176447	J&P Enterprises LLC	290-46500-462-44600	22,500.00	EDA Forgivable Loan
	J&P Enterprises LLC		22,500.00	
176448	Jeff Jandro Properties LLC	601-00000-000-20200	505.77	Refund Check 007438-000, 506 Fowler St
	Jeff Jandro Properties LLC		505.77	
0	Jefferson Fire & Safety Inc	101-42220-420-42410	553.50	Pulley/Proswivel for Rope Rescue
0	Jefferson Fire & Safety Inc	101-42220-420-42410	2,378.09	Caribiners/Sling for Rope Rescue
	Jefferson Fire & Safety Inc		2,931.59	
0	JJD Companies LLC	101-43125-430-43090	300.00	Loader Transport For Snow Removal
	JJD Companies LLC		300.00	
0	Kimley-Horn and Associates Inc	404-45200-450-45200	7,934.08	Downtown Park Plans
	Kimley-Horn and Associates Inc		7,934.08	
176449	KK&G Properties LLC	240-46210-460-44600	177,705.37	Redev Grant Sub-Grant Agmt-KK&G former Farmer Seed
	KK&G Properties LLC		177,705.37	
176450	Klemensen Jon	101-45127-450-43090	1,314.67	Contract Mowing
176450	Klemensen Jon	101-45126-450-43090	183.33	Contract Mowing
176450	Klemensen Jon	101-45200-450-43090	805.83	Contract Mowing
	Klemensen Jon		2,303.83	
176451	Lamperts	241-46330-461-44050	304.51	412 13th Street Oak Door
176451	Lamperts	898-46310-000-42110	431.49	(3) Exhaust Fans
176451	Lamperts	241-46330-461-44050	249.94	918 SW 1st Street Oak Door
176451	Lamperts	241-46330-461-44050	314.01	1522 Western Oak Legacy Door
176451	Lamperts	241-46330-461-44050	314.01	920 1st Street Oak Door
176451	Lamperts	241-46330-461-44050	314.01	902 A Spring Road Oak Door
176451	Lamperts	241-46330-461-44050	314.01	920 1st Street Oak Legacy Door
176451	Lamperts	241-46330-461-44050	305.26	725 Willow Oak Legacy Door

Check Numb	Last Name	Acct 1	Amount	Description
	Lamperts		2,547.24	
176452	League of Minnesota Cities	101-41320-410-43140	350.00	Elected Leaders Training - Adama
176452	League of Minnesota Cities	101-41110-410-43140	350.00	Mayor Voracek- Training
	League of Minnesota Cities		700.00	
176453	League of Minnesota Cities Ins Trust	101-42123-420-44450	107.59	Work Comp Claim #00450662 LP
	League of Minnesota Cities Ins Trust		107.59	
176454	Legends Concrete, Inc	401-43121-430-44050	15,826.79	2022-01 Final Pay Request 4
	Legends Concrete, Inc		15,826.79	
176455	Liffengren Dennis Ray	101-45200-450-44040	125.00	Wheel Alignment - Parks #2
	Liffengren Dennis Ray		125.00	
0	MacQueen Equipment LLC	101-42220-420-44045	269.16	RSS Controller Repair
0	MacQueen Equipment LLC	101-42220-420-42170	629.19	MSA Head Harnesses
0	MacQueen Equipment LLC	101-42220-420-42110	115.94	MSA Mask Cleaner
0	MacQueen Equipment LLC	602-49450-000-42210	831.74	Vactor Suction Tube
	MacQueen Equipment LLC		1,846.03	
176400	Madison National Life Insurance Co Inc	101-00000-000-21711	1,502.74	PR Batch 00525.12.2022 Long Term Disability
176399	Madison National Life Insurance Co Inc	101-00000-000-15500	3,170.78	Life Insurance - January 2023
176399	Madison National Life Insurance Co Inc	101-00000-000-15500	65.56	Part-Time Firefighters Life Insurance
176400	Madison National Life Insurance Co Inc	101-00000-000-15500	10.58	C Springer LTD
176400	Madison National Life Insurance Co Inc	101-00000-000-15500	66.30	A Schak LTD
176400	Madison National Life Insurance Co Inc	101-00000-000-15500	12.28	M Smith LTD
176400	Madison National Life Insurance Co Inc	101-00000-000-15500	44.20	N Vikla LTD
176400	Madison National Life Insurance Co Inc	101-00000-000-15500	64.68	T Nusbaum LTD
176400	Madison National Life Insurance Co Inc	101-00000-000-15500	15.66	J Fulton LTD
176400	Madison National Life Insurance Co Inc	101-00000-000-15500	17.28	W Rosenau LTD
176400	Madison National Life Insurance Co Inc	101-00000-000-15500	-40.98	N Pederson LTD
176400	Madison National Life Insurance Co Inc	101-00000-000-15500	24.08	D Kuennen LTD
176400	Madison National Life Insurance Co Inc	101-00000-000-15500	10.47	T Manz LTD
	Madison National Life Insurance Co Inc		4,963.63	

Check Numb	Last Name	Acct 1	Amount	Description
0	Mantronics Mailing Systems Inc	101-41940-410-42010	40.95	Postage Meter Tapes
	Mantronics Mailing Systems Inc		40.95	
0	Marco Technologies LLC	101-41510-410-44045	180.57	Monthly Printer Contract CN184829-01
	Marco Technologies LLC		180.57	
0	Martin-McAllister Consulting Psychologists Inc	101-42110-420-43090	600.00	Public Safety Assessment
	Martin-McAllister Consulting Psychologists Inc		600.00	
0	Met Con Companies	101-43125-430-43090	4,980.00	Snow Hauling
	Met Con Companies		4,980.00	
0	Metronet Holdings LLC	101-42400-420-43250	127.59	Hosted Phone System
0	Metronet Holdings LLC	101-42124-420-43250	113.63	Hosted Phone System
0	Metronet Holdings LLC	603-49500-000-43250	19.70	Hosted Phone System
0	Metronet Holdings LLC	101-43110-430-43250	68.46	Hosted Phone System
0	Metronet Holdings LLC	101-41320-410-43250	39.41	Hosted Phone System
0	Metronet Holdings LLC	101-41110-410-43250	48.71	Hosted Phone System
0	Metronet Holdings LLC	101-43190-430-43250	118.22	Hosted Phone System
0	Metronet Holdings LLC	101-45500-450-43250	436.31	Hosted Phone System
0	Metronet Holdings LLC	101-45126-450-43250	183.14	Hosted Phone System
0	Metronet Holdings LLC	902-00000-000-23935	-8,324.04	Hosted Phone System
0	Metronet Holdings LLC	101-43126-430-43250	48.71	Hosted Phone System
0	Metronet Holdings LLC	101-42121-420-43250	158.84	Hosted Phone System
0	Metronet Holdings LLC	101-45200-450-43250	59.11	Hosted Phone System
0	Metronet Holdings LLC	101-45125-450-43250	489.18	Hosted Phone System
0	Metronet Holdings LLC	101-42210-420-43250	126.59	Hosted Phone System
0	Metronet Holdings LLC	602-49480-000-43250	194.44	Hosted Phone System
0	Metronet Holdings LLC	225-49810-430-43250	203.42	Hosted Phone System
0	Metronet Holdings LLC	101-45110-450-43250	380.30	Hosted Phone System
0	Metronet Holdings LLC	101-42123-420-43250	634.33	Hosted Phone System
0	Metronet Holdings LLC	101-41940-410-43250	808.72	Hosted Phone System
0	Metronet Holdings LLC	898-46310-000-43250	277.23	Hosted Phone System
0	Metronet Holdings LLC	601-49430-000-43250	343.96	Hosted Phone System
0	Metronet Holdings LLC	902-00000-000-23935	8,324.04	Hosted Phone System
0	Metronet Holdings LLC	101-43121-430-43250	796.70	Hosted Phone System
0	Metronet Holdings LLC	240-46210-460-43250	421.50	Hosted Phone System
0	Metronet Holdings LLC	101-41910-410-43250	85.06	Hosted Phone System
0	Metronet Holdings LLC	101-42110-420-43250	635.11	Hosted Phone System

Check Num	Last Name	Acct 1	Amount	Description
0	Metronet Holdings LLC	101-41580-410-43250	1,016.42	Hosted Phone System
0	Metronet Holdings LLC	101-42700-420-43250	84.62	Hosted Phone System
0	Metronet Holdings LLC	602-49450-000-43250	48.71	Hosted Phone System
0	Metronet Holdings LLC	101-41800-410-43250	114.06	Hosted Phone System
0	Metronet Holdings LLC	101-41510-410-43250	241.86	Hosted Phone System
	Metronet Holdings LLC		8,324.04	
176456	Meyer Cindy	101-00000-000-15500	800.00	Frostival Horse Rides
	Meyer Cindy		800.00	
176457	Midwest Tape LLC	101-45500-450-42192	26.78	Audio/Visual
176457	Midwest Tape LLC	101-45500-450-42192	22.49	Audio/Visual
176457	Midwest Tape LLC	101-45500-450-42192	355.90	Audio/Visual
176457	Midwest Tape LLC	101-45500-450-43096	258.01	Hoopla
176457	Midwest Tape LLC	101-45500-450-42192	571.13	Audio/Visual
176457	Midwest Tape LLC	101-45500-450-42192	59.32	Audio/Visual
176457	Midwest Tape LLC	101-45500-450-42192	142.18	Audio/Visual
176457	Midwest Tape LLC	101-45500-450-42192	278.66	Audio/Visual
176457	Midwest Tape LLC	101-45500-450-42192	82.40	Audio/Visual
176457	Midwest Tape LLC	101-45500-450-42192	39.99	Audio/Visual
176457	Midwest Tape LLC	101-45500-450-42192	80.14	Audio/Visual
176457	Midwest Tape LLC	101-45500-450-42192	119.97	Audio/Visual
	Midwest Tape LLC		2,036.97	
176458	Midwest Tree LLC	602-49450-000-44050	3,000.00	Tree Removal Frink Liftstation
	Midwest Tree LLC		3,000.00	
176459	Minneapolis/St Paul Business Journal	290-00000-000-15500	160.00	Annual Dues 4/21/23-4/21/24
	Minneapolis/St Paul Business Journal		160.00	
0	Minnesota Child Support Payment Center	101-00000-000-21716	669.95	PR Batch 00525.12.2022 Child Support
	Minnesota Child Support Payment Center		669.95	
0	Minnesota Department of Revenue	101-00000-000-21702	1,187.07	PR Batch 00557.12.2022 State Income Tax
0	Minnesota Department of Revenue	101-00000-000-21702	17,584.36	PR Batch 00525.12.2022 State Income Tax

Check Numb	Last Name	Acct 1	Amount	Description
	Minnesota Department of Revenue		18,771.43	
176460	Minnesota Department of Transportation	225-00000-000-15500	5,125.00	Hangar Loan 1/1/23-1/31/23
	Minnesota Department of Transportation		5,125.00	
0	Minnesota Elevator Inc	101-41940-410-44010	316.00	City Hall Elevator Phone Troubleshooting
0	Minnesota Elevator Inc	898-46310-000-44010	1,860.00	12/09/22 Elevator Trouble Service Call
	Minnesota Elevator Inc		2,176.00	
0	Minnesota Recreation and Parks Association	101-00000-000-15500	1,439.00	2023 Membership Dues
	Minnesota Recreation and Parks Association		1,439.00	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	215.02	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	483.48	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	215.02	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	215.02	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	483.92	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	215.02	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	215.02	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		2,042.50	
176461	Minnesota Youth Reading Awards Inc	101-45500-450-44330	15.00	Deni Buendorf Membership
	Minnesota Youth Reading Awards Inc		15.00	
176462	Miracle Recreation Equipment Co	404-45200-450-45300	95,702.04	Playground Equipment-Prairie Ridge Park
	Miracle Recreation Equipment Co		95,702.04	
176463	Mitchell Thomas	472-43121-430-45300	1,500.00	2023-04 TH 3-30th St Roundabout Temp Easement Payment
	Mitchell Thomas		1,500.00	
176464	MN Multi Housing Association	280-46310-461-44330	206.00	Annual Membership
	MN Multi Housing Association		206.00	
0	Motor Parts & Equipment Corp	101-43126-430-42110	50.37	Cable Tie/Fastener Bases - Shop

Check Num	Last Name	Acct 1	Amount	Description
0	Motor Parts & Equipment Corp	101-42220-420-42130	31.98	Syn Comp Oil
0	Motor Parts & Equipment Corp	101-42123-420-42210	42.40	Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	84.78	Oil Filters for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	63.60	Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	2.66	Fuel Filter
0	Motor Parts & Equipment Corp	101-45200-450-42210	44.39	Air Filters for Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	33.30	Air Filters for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	88.79	Air Filters for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	33.30	Air Filters for Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	63.60	Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	169.59	Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	22.20	Air Filters for Stock
0	Motor Parts & Equipment Corp	101-45200-450-42110	12.99	Carb Cleaner
0	Motor Parts & Equipment Corp	101-43121-430-42110	28.46	Flashlight Battery - Street #418
0	Motor Parts & Equipment Corp	101-45200-450-42210	-21.36	LED Tail Light
0	Motor Parts & Equipment Corp	602-49480-000-42210	31.02	Heater Motor Belt
0	Motor Parts & Equipment Corp	602-49450-000-42110	11.00	Silicone
0	Motor Parts & Equipment Corp	225-49810-430-42210	57.98	Blister Pack Capsules for Airport Loader
0	Motor Parts & Equipment Corp	101-42700-420-42210	5.66	Fuse Assortment / #13
	Motor Parts & Equipment Corp		856.71	
176465	NAHRO	240-46210-460-44330	158.00	NAHRO Federal Membership for HRA
	NAHRO		158.00	
176401	NCPERS Group Life Insur	101-00000-000-21710	192.00	PR Batch 00525.12.2022 PERA Life Insurance
	NCPERS Group Life Insur		192.00	
176466	Northwestern University	101-42110-420-43310	47.00	SPSC Graduation-Staff & Command Luncheon w/B Gliem / D Dillon
	Northwestern University		47.00	
176467	Olson Ronald & Dawn	101-00000-000-22000	1,000.00	Escrow Release for 3007 Acorn Trail
	Olson Ronald & Dawn		1,000.00	
0	On Target A & M Inc	601-49430-000-43090	501.90	Utility Bills - December
0	On Target A & M Inc	602-49480-000-43090	501.90	Utility Bills - December
0	On Target A & M Inc	603-49500-000-43090	501.90	Utility Bills - December

Check Numb	Last Name	Acct 1	Amount	Description
	On Target A & M Inc		1,505.70	
0	Orchard Trust Company	101-00000-000-21706	11,882.88	PR Batch 00525.12.2022 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21706	2,132.00	PR Batch 00525.12.2022 Roth Deferred Compensation
	Orchard Trust Company		14,014.88	
0	Paape Companies Inc	101-45122-450-44010	51.50	Repair HVAC Roof Top Unit
0	Paape Companies Inc	101-45122-450-44010	812.50	Repair Pool Air Handling Unit
	Paape Companies Inc		864.00	
176468	Petty Cash	101-42110-420-43220	16.25	USPS Certified Mail Evidence to BCA
	Petty Cash		16.25	
176469	Piller Properties LLC	601-00000-000-20200	39.77	Refund Check 019284-029, 511 4 St SW
	Piller Properties LLC		39.77	
0	Property Pros	241-46330-461-44010	84.00	1532 Western Repair Walls
0	Property Pros	241-46330-461-42110	266.81	1518 Western Sherwin Williams Paint 5 Gallons
0	Property Pros	241-46330-461-42110	0.32	1524 Western Ace Fasteners
0	Property Pros	898-46310-000-44010	126.00	#226 Turnover Apt Door (Fire Unit) 3 Hours
0	Property Pros	241-46330-461-44010	21.00	900B Spring Road Haul Away Brick
0	Property Pros	241-46330-461-42110	9.85	1518 Western Ace Hardware Sanddisks
0	Property Pros	241-46330-461-44010	105.00	1524 Western Repairs Kitchen Cabinet/Cleaned Vents/Blinds
0	Property Pros	241-46330-461-44010	1,386.00	1518 Western 4.5 Hours Wall Repair/Painting
0	Property Pros	241-46330-461-42110	16.08	1518 Western Ace Hardware Sanddisks
	Property Pros		2,015.06	
0	Public Employees Retirement Association	101-00000-000-21705	17,883.87	PR Batch 00525.12.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	689.00	PR Batch 00557.12.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	220.73	PR Batch 00525.12.2022 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	26,619.48	PR Batch 00525.12.2022 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	17,746.30	PR Batch 00525.12.2022 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	795.00	PR Batch 00557.12.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	20,635.29	PR Batch 00525.12.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	220.73	PR Batch 00525.12.2022 PERA Defined

Check Numb	Last Name	Acct 1	Amount	Description
	Public Employees Retirement Association		84,810.40	
176470	Quadient Leasing USA Inc	101-41940-410-44160	717.03	Postage Machine Lease
	Quadient Leasing USA Inc		717.03	
0	Quality Aviation Inc	225-00000-000-15500	2,083.33	Airport Maintenance Agreement
0	Quality Aviation Inc	225-00000-000-15500	1,416.67	Airport Management Agreement
	Quality Aviation Inc		3,500.00	
0	R C Bliss Inc	101-45200-450-42210	53.89	Seal Kit
0	R C Bliss Inc	101-42123-420-42210	59.99	Spark Plug / #16
0	R C Bliss Inc	101-42123-420-42210	106.98	Switch Assembly / #11
	R C Bliss Inc		220.86	
176471	R.A.W. Construction LLC	898-46310-000-44010	100.00	1324 Prairie Salt/Sand 12/5/22
176471	R.A.W. Construction LLC	241-46330-461-44010	30.00	1518-1536 Western Sand/Salt 830 SW 9th Sand/Salt 12/5/22
176471	R.A.W. Construction LLC	241-46330-461-44010	965.00	49 Units 12/9/22 Plow/Sand/Shovel
176471	R.A.W. Construction LLC	211-46310-460-44010	30.00	16 SE 1st Street Sanding/Plowing 12/9/22
176471	R.A.W. Construction LLC	898-46310-000-44010	500.00	1324 Prairie Ave 12/9/22 Sanding/Shovel/Plow
176471	R.A.W. Construction LLC	241-46330-461-44010	20.00	Spring Road/910-920 1st St Sanding 12/14/22
176471	R.A.W. Construction LLC	898-46310-000-44010	200.00	1324 Prairie 12/14/22 Sanding
176471	R.A.W. Construction LLC	898-46310-000-44010	500.00	1324 Prairie Ave 12/15/22 Plow/Sand/Shovel
176471	R.A.W. Construction LLC	241-46330-461-44010	965.00	49 Units 12/15/22 Plow/Sand/Shovel
176471	R.A.W. Construction LLC	211-46310-460-44010	30.00	16 SE 1st Street 12/15/22 Plow/Sand
176471	R.A.W. Construction LLC	211-46310-460-44010	30.00	16 SE 1st Street 12/16/22 Plow/Sand
176471	R.A.W. Construction LLC	241-46330-461-44010	965.00	49 Units 12/16/22 Plowing/Sanding/Shovel
176471	R.A.W. Construction LLC	898-46310-000-44010	500.00	1324 Prairie Ave 12/16/22 Plowing/Sanding
	R.A.W. Construction LLC		4,835.00	
176472	R+L Carriers	437-45122-450-45200	2,469.94	Freight Charges to Return Glycol
	R+L Carriers		2,469.94	
176474	Rice County	101-41110-410-43510	2,457.78	2023 TNT Statements - 7714 Parcels
176473	Rice County	873-49499-000-44371	12,419.30	Roberds Lake Sewer Collected - November
	Rice County		14,877.08	

Check Num	Last Name	Acct 1	Amount	Description
176475	Rice County Environmental Services - Solid Waste	476-43121-430-45313	28,373.96	2022-13 Riverchase Ct. Disposal
	Rice County Environmental Services - Solid Waste		28,373.96	
176476	Rice County Highway Department	475-43121-430-45300	2,667.00	I-35 CSAH 9 Interchange
	Rice County Highway Department		2,667.00	
176477	Rice County Sheriff	101-42110-420-43810	248.08	Xcel Energy for Radio Tower
	Rice County Sheriff		248.08	
176478	Rick Cashin Construction	101-00000-000-22000	2,000.00	Release Escrow-2110/2100 13 St Permit 2021-01178/01179
	Rick Cashin Construction		2,000.00	
176479	Rivercity Refrigeration, Inc	601-49430-000-44045	48.72	Ice Machine Repair
176479	Rivercity Refrigeration, Inc	101-43121-430-44045	468.13	Ice Machine Repair
176479	Rivercity Refrigeration, Inc	603-49500-000-44045	6.93	Ice Machine Repair
176479	Rivercity Refrigeration, Inc	602-49450-000-44045	48.72	Ice Machine Repair
176479	Rivercity Refrigeration, Inc	101-42220-420-42410	2,986.00	Ice Machine (New)
	Rivercity Refrigeration, Inc		3,558.50	
176480	Rosen Roger	101-45500-450-42190	131.45	Books
	Rosen Roger		131.45	
176481	Schema Farms Custom Work LLC	101-43125-430-43090	615.00	Snow Hauling
	Schema Farms Custom Work LLC		615.00	
176482	Schindler Elevator Corporation	101-45500-450-44010	785.72	Maintenance on Elevator
	Schindler Elevator Corporation		785.72	
0	Schirmer Walter D	101-45500-450-44010	395.00	Carpet Maintenance
	Schirmer Walter D		395.00	
176483	Schmidtke The Estate of James	601-00000-000-20200	16.42	Refund Check 010654-000, 18 23 Ave NW

Check Numb	Last Name	Acct 1	Amount	Description
	Schmidtke The Estate of James		16.42	
176484	Schumacher Excavating Inc	476-43121-430-45313	113,111.28	2022-13 Pay Req 2
	Schumacher Excavating Inc		113,111.28	
176485	Schwichtenberg & Suzanne R	601-00000-000-20200	38.63	Refund Check 010247-000, 1703 7 St NW
	Schwichtenberg & Suzanne R		38.63	
176486	Selly Excavating Inc	404-45200-450-45300	65,638.46	(2022-09) Pay Req 3
	Selly Excavating Inc		65,638.46	
0	Shred Right	101-42124-420-43090	40.00	Shredding Service
	Shred Right		40.00	
176487	Shuda Jason	101-42123-420-43130	294.00	Reimbursement for Explorer Polo Shirts
176487	Shuda Jason	101-42110-420-43130	240.00	Payment for Compliance Checks for 2022 and 2021
	Shuda Jason		534.00	
176488	Shuda Matthew	601-00000-000-20200	21.84	Refund Check 022199-000, 511 11 St SW
	Shuda Matthew		21.84	
176489	Siebert Jennifer & Jacob	601-00000-000-20200	1.67	Refund Check 008628-000, 825 2 Ave NW
	Siebert Jennifer & Jacob		1.67	
176490	Sirchie Finger Print Laboratories Inc	101-42121-420-42110	275.59	Evidence Rifle Box - Box - Evidence Bags
	Sirchie Finger Print Laboratories Inc		275.59	
0	Springbrook Holding Company LLC	602-49450-000-43095	1,471.00	Civic Pay Blind Transfer and IVR Subscriptions
0	Springbrook Holding Company LLC	601-49430-000-43095	1,471.00	Civic Pay Blind Transfer and IVR Subscriptions
	Springbrook Holding Company LLC		2,942.00	
176491	Star Sports & Apparel LLC	101-42220-420-42180	384.25	Logo T-Shirts-Fire Dept
176491	Star Sports & Apparel LLC	101-42220-420-42110	8.00	Name Plate for Plaque

Check Numb	Last Name	Acct 1	Amount	Description
	Star Sports & Apparel LLC		392.25	
176492	Steele Waseca Coop Electric	602-49480-000-43810	-71.17	23271-Sludge Farm
176492	Steele Waseca Coop Electric	225-49810-430-43810	34.73	1017445-2011 T-Hangar
176492	Steele Waseca Coop Electric	225-49810-430-43810	7.89	41927-Airport
176492	Steele Waseca Coop Electric	902-00000-000-23935	219.96	Monthly Charges-November
176492	Steele Waseca Coop Electric	225-49810-430-43810	7.89	41926-Airport
176492	Steele Waseca Coop Electric	101-43160-430-43810	60.64	32089-Highway 21 Lights
176492	Steele Waseca Coop Electric	101-43160-430-43810	13.84	27205-Airtech Park
176492	Steele Waseca Coop Electric	225-49810-430-43810	7.89	1077021-Security Hangar 2
176492	Steele Waseca Coop Electric	225-49810-430-43810	37.63	20891-Airport New Hangar
176492	Steele Waseca Coop Electric	225-49810-430-43810	142.65	41901-Airport
176492	Steele Waseca Coop Electric	902-00000-000-23935	-219.96	Monthly Charges-November
176492	Steele Waseca Coop Electric	602-49450-000-43810	50.70	30493-Lift Station
176492	Steele Waseca Coop Electric	225-49810-430-43810	288.62	1018611-Hangar 910K
176492	Steele Waseca Coop Electric	225-49810-430-43810	52.21	32094-Airport
176492	Steele Waseca Coop Electric	225-49810-430-43810	40.43	1018624-Hangar 910J
176492	Steele Waseca Coop Electric	225-49810-430-43810	-1,171.98	41875-Airport S Hangars
176492	Steele Waseca Coop Electric	602-49450-000-43810	85.64	1089247-Lift Station-15625 Acorn Trl
176492	Steele Waseca Coop Electric	225-49810-430-43810	632.35	23947-Airport 10
	Steele Waseca Coop Electric		219.96	
0	Texon II Inc	101-45122-450-42110	528.68	Gym Wipes
	Texon II Inc		528.68	
176493	The Kimberly A Clemensen Trust	601-00000-000-20200	44.53	Refund Check 012883-000, 27 6 Ave SE
	The Kimberly A Clemensen Trust		44.53	
0	The Retrofit Companies, Inc	101-45122-450-43840	209.94	Fluorescent Lamp Disposal
	The Retrofit Companies, Inc		209.94	
176494	Theisen Jeff	601-00000-000-20200	21.56	Refund Check 017133-005, 204 1 Ave SW
	Theisen Jeff		21.56	
176495	Thielbar Michael & Diane	601-00000-000-20200	38.46	Refund Check 009868-009, 518 9 St NW

Check Numb	Last Name	Acct 1	Amount	Description
	Thielbar Michael & Diane		38.46	
176496	Thomson Reuters - West	101-42121-420-43090	446.44	CLEAR
	Thomson Reuters - West		446.44	
176497	T-Mobile	101-45500-450-43096	226.23	Hotspots
	T-Mobile		226.23	
176498	Tom's Lock & Key, LLC	241-46330-461-42110	0.50	920 SW 1st Street Lock Retainer
176498	Tom's Lock & Key, LLC	241-46330-461-44010	65.00	920 SW 1st Repair Lock
	Tom's Lock & Key, LLC		65.50	
176499	Truck Center Companies East LLC	101-43121-430-42210	254.00	Brake Chambers & Clevis Pins - Street #619
	Truck Center Companies East LLC		254.00	
0	Turek Darrell R	101-42123-420-43090	1,072.00	Snow Hauling
	Turek Darrell R		1,072.00	
0	Ultimate Safety Concepts Inc	101-42220-420-42110	135.00	Laundry Detergent 5-Gallon Pail
0	Ultimate Safety Concepts Inc	101-42220-420-42410	351.75	Calibration Gas for Gas Monitors
	Ultimate Safety Concepts Inc		486.75	
0	US Auto Force	101-42110-420-42220	165.07	Tires
	US Auto Force		165.07	
176500	US Bank	346-47000-470-46200	550.00	Fiscal Agent Fees 11/1/22 to 10/31/23
	US Bank		550.00	
0	Vessco Inc	601-49430-000-42210	212.02	Chemical Feed Pump Parts
	Vessco Inc		212.02	
0	Virg's Appliance Service Inc	898-46310-000-44050	1,002.93	#207 Refrigerator
0	Virg's Appliance Service Inc	898-46310-000-44010	85.00	Wash Machine Repair

Check Numb	Last Name	Acct 1	Amount	Description
0	Virg's Appliance Service Inc	241-46330-461-44010	85.00	1814 Shumway Range Repair
	Virg's Appliance Service Inc		1,172.93	
176501	Wall Street Journal The	101-45500-450-42191	659.88	Newspaper Subscription
	Wall Street Journal The		659.88	
176502	Wal-Mart	101-45122-450-42110	70.66	Plates/Napkins/Cider/Tea
176502	Wal-Mart	101-42210-420-42115	63.13	Tablecloths / Napkins / Cutlery / Water
176502	Wal-Mart	101-45140-450-42110	285.02	Frostival Event Supplies and Storage
	Wal-Mart		418.81	
176503	Wencl Paul	601-00000-000-20200	29.86	Refund Check 010333-002, 617 Western Ave
	Wencl Paul		29.86	
176504	Werner Jacob	101-43121-430-44450	115.00	Mailbox and Post Reimbursement
	Werner Jacob		115.00	
176505	Widseth Smith Nolting & Associates Inc	476-43121-430-45313	3,048.50	2022-13 Riverchase Court through 11/11/22
	Widseth Smith Nolting & Associates Inc		3,048.50	
176506	Wieber Physical Therapy Inc	101-42123-420-43090	185.00	Physical Agility Test / J.R.
	Wieber Physical Therapy Inc		185.00	
176507	Williams Joni	101-43121-430-44450	115.00	Mailbox and Post Reimbursement
	Williams Joni		115.00	
0	WSB & Associates Inc	603-49500-000-45300	5,713.75	2022-14 Lockerby SW Improvements 10/1/22-10/31/22
	WSB & Associates Inc		5,713.75	
176397	Xcel Energy	225-49810-430-43830	138.44	51-0325546-7 Hangar 910B - City
176397	Xcel Energy	601-49430-000-43810	242.89	51-0012893015-3 812 8 Ave NW-WTP
176397	Xcel Energy	225-49810-430-43830	900.62	51-0013139038-3 3401 Hwy 21 W
176397	Xcel Energy	101-43160-430-43810	228.33	51-0012776642-4 720 4 St NW Street Light Feed Point
176397	Xcel Energy	601-49430-000-43810	56.97	51-0013092616-3 812 8 Ave NW Bldg B-WTP

Check Numb	Last Name	Acct 1	Amount	Description
176397	Xcel Energy	225-49810-430-43830	137.54	51-0325544-5 Hangar 910G - Rental
176397	Xcel Energy	225-49810-430-43830	110.71	51-0325271-5 Hangar 910A - City
176397	Xcel Energy	101-45200-450-43810	42.05	51-0013096682-1 705 3 Ave NW-Wapacuta Park Shelter
176508	Xcel Energy	241-46330-461-43810	39.71	910-920 SW 1st Street Parking Lot Electric thru 12/05/22
176397	Xcel Energy	101-43160-430-43810	21,362.47	51-4930975-3 Street Lighting
176397	Xcel Energy	101-43160-430-43810	52.23	51-0013749706-5 New Bridge Lights 2nd Ave Bridge
176397	Xcel Energy	602-49450-000-43810	57.49	51-0012509758-8 1321 Matteson St-Lift Station
176397	Xcel Energy	101-43160-430-43810	333.85	51-0012776641-3 218 3 St NW/129 4 St NW Street Light
176397	Xcel Energy	101-43160-430-43810	154.56	51-0012965373-9 1190 Hwy 60 W Street Light
176397	Xcel Energy	101-43160-430-43810	204.19	51-0012943772-6 17 3rd St NE Unit St Light
176508	Xcel Energy	898-46310-000-43830	1,328.85	1324 Prairie Ave Gas Thru 12/08/22
176508	Xcel Energy	241-46330-461-43810	38.84	900 B Spring Road Vacant thru 12/08/22
176508	Xcel Energy	241-46330-461-43830	20.36	1518 Western Vacant Gas Thru 12/04/22
176508	Xcel Energy	898-46310-000-43810	565.50	1324 Prairie Ave Electric thru 12/08/22
176508	Xcel Energy	241-46330-461-43810	6.67	1518 Western Vacant Electric Thru 12/04/22
176508	Xcel Energy	241-46330-461-43830	60.79	900 B Spring Road Vacant thru 12/08/22
176508	Xcel Energy	241-46330-461-43810	61.90	1526 Western Ave Parking Lot Electric thru 12/04/2022
176397	Xcel Energy	101-43160-430-43810	86.05	51-0012926306-6 328 4 St NW-4 Ave NW Signal Sys.
176397	Xcel Energy	101-43160-430-43810	89.49	51-0012926306-6 415/430 2 Ave NW-2 Ave Signal Sys.
176397	Xcel Energy	101-43160-430-43810	87.19	51-0012926306-6 419 8 Ave NW-8 Ave Signal Sys.
176397	Xcel Energy	101-43160-430-43810	67.33	51-0012926306-6 402 Central-Central Ave Signal Sys
176397	Xcel Energy	101-43160-430-43810	337.25	302767481 210 3 St NE St Light HP
176397	Xcel Energy	101-45126-450-43810	617.26	303373970 117 Shumway Load Profile
176397	Xcel Energy	101-42500-420-43810	9.61	146104 920 9 Ave SW CD Siren
176397	Xcel Energy	101-43160-430-43810	35.54	303328788 1600 30 St NW
176397	Xcel Energy	101-42110-420-43810	4,617.02	303688424 25 4th St NW
176397	Xcel Energy	101-43170-430-43810	341.31	303396625 27 Division St E Signal Light
176397	Xcel Energy	101-42110-420-43810	174.22	303877775 11 20th St NW Evidence Garage
176397	Xcel Energy	902-00000-000-23935	-104,665.67	Electricity Bill-November
176397	Xcel Energy	101-45500-450-43830	3,542.33	302342287 11 Division St E 70%
176397	Xcel Energy	101-42500-420-43810	9.61	164184 930 4th CD Siren
176397	Xcel Energy	601-49430-000-43810	1,198.60	302814303 1217 Parshall Reservoir #2
176397	Xcel Energy	101-45122-450-43810	4,522.26	303273787 15 Central Ave Load Profile
176397	Xcel Energy	101-42110-420-43830	700.99	303877775 11 20th St NW Evidence Garage
176397	Xcel Energy	101-45125-450-43810	904.93	303727721 1830 2 Ave NW Aquatic Center
176397	Xcel Energy	101-45122-450-43810	1,266.38	302825421 19 Division St W
176397	Xcel Energy	101-43170-430-43810	249.13	303453265 1500 7 St NW Signal Light
176397	Xcel Energy	601-49430-000-43810	6,289.01	302969048 350 Alexander Park Well #6
176397	Xcel Energy	101-45122-450-43810	37.51	154794 16 Central Ave
176397	Xcel Energy	101-45200-450-43810	21.25	303683055 100 TP Tonka Security
176397	Xcel Energy	601-49430-000-43810	9,209.51	303929972 1904 Fairground Dr
176397	Xcel Energy	101-43160-430-43810	21.37	51-5358630-4 45 State Ave Lighting
176397	Xcel Energy	601-49430-000-43810	432.59	304051816 1200 Belview Trl

Check Numb	Last Name	Acct 1	Amount	Description
176397	Xcel Energy	101-45125-450-43820	75.73	303727721 1830 2 Ave NW Aquatic Center
176397	Xcel Energy	101-45200-450-43810	25.73	304850239 TeePee Tonka Park Tunnel
176397	Xcel Energy	101-45200-450-43810	53.53	303683055 100 Tee Pee Tonka Park
176397	Xcel Energy	225-49810-430-43830	28.49	302414965 3401 Hwy 21 W
176397	Xcel Energy	602-49450-000-43830	293.92	304051816 1200 Belview Trl
176397	Xcel Energy	602-49450-000-43810	432.59	304051816 1200 Belview Trl
176397	Xcel Energy	101-45200-450-43810	38.84	303239611 Sr High Tennis Courts
176397	Xcel Energy	101-43170-430-43810	9.61	156258 117 Shumway CD Siren
176397	Xcel Energy	902-00000-000-23935	-24,373.77	Electric Bill
176397	Xcel Energy	101-45200-450-43810	170.01	304017445 900 Lyndale Ave N
176397	Xcel Energy	601-49430-000-43830	293.92	304051816 1200 Belview Trl
176397	Xcel Energy	101-45122-450-43830	1,518.14	302342287 Boiler Heat Line 30%
176397	Xcel Energy	101-45200-450-43810	76.24	302261595 920 9 Ave SW
176397	Xcel Energy	101-43160-430-43810	266.61	303661815 495 Heritage Pl
176397	Xcel Energy	101-45126-450-43810	20.81	171746 117 Shumway Lighting
176397	Xcel Energy	601-49430-000-43810	474.01	302568990 410 Alexander Park Well #5
176397	Xcel Energy	101-43160-430-43810	75.75	304116511 800 Lyndale Ave S
176397	Xcel Energy	603-49500-000-43830	41.79	304051816 1200 Belview Trl
176397	Xcel Energy	602-49450-000-43810	49.74	303670994 1090 Cannon Circle Lift Station
176397	Xcel Energy	101-45200-450-43830	117.52	302627100 Jefferson Warming House
176397	Xcel Energy	101-43160-430-43810	35.54	304087990 510 2 Ave NW Carnival
176397	Xcel Energy	101-45127-450-43810	131.96	304160080 705 17th St SW
176397	Xcel Energy	602-49450-000-43810	60.94	302976387 1301 Willow St Lift Station
176397	Xcel Energy	101-45200-450-43810	55.76	303510224 Central Park Band Stand
176397	Xcel Energy	602-49450-000-43810	26.36	302412146 1901 7 St NW Lift Station
176397	Xcel Energy	602-49450-000-43810	22.99	302794134 98 3 Ave NW Viaduct Lift Stati
176397	Xcel Energy	602-49450-000-43830	30.27	302458578 828 8 Ave NW Park Shop
176397	Xcel Energy	101-45200-450-43810	36.70	303659432 618 9 Ave SW Sledding Hill
176397	Xcel Energy	101-45200-450-43810	28.25	175957 500 Maple Lawn Cartway
176397	Xcel Energy	101-42500-420-43810	4.63	154013 1851 220 St E CD Siren
176397	Xcel Energy	101-43160-430-43810	76.91	304116512 1000 Lyndale Ave S
176397	Xcel Energy	602-49480-000-43810	35.54	302940983 502 3rd Ave NW
176397	Xcel Energy	101-42110-420-43830	2,340.10	303688424 25 4th St NW
176397	Xcel Energy	101-42210-420-43830	1,382.65	302350193 122 2 St NW Fire Hall
176397	Xcel Energy	101-45500-450-43810	21.53	302342287 11 Division St E Security
176397	Xcel Energy	101-45126-450-43810	46.47	302492805 117 Shumway-Washington Center
176397	Xcel Energy	101-45200-450-43810	1,126.94	302576466 1815 Alexander Dr
176397	Xcel Energy	101-43170-430-43810	111.94	303446090 1418 Divsion St W Signal Light
176397	Xcel Energy	101-45200-450-43810	65.11	303920032 540 2nd Ave NW
176397	Xcel Energy	101-42500-420-43810	4.63	167157 1203 Parshall St
176397	Xcel Energy	602-49450-000-43810	68.79	303203605 319 Lind St Lift Station
176397	Xcel Energy	602-49450-000-43810	26.92	303333605 410 Frink Ave Lift Station
176397	Xcel Energy	101-43170-430-43810	63.16	304131503 2200 30th St NW

Check Numb	Last Name	Acct 1	Amount	Description
176397	Xcel Energy	101-41940-410-43810	1,876.16	303683323 208 1 Ave NW
176397	Xcel Energy	101-43170-430-43810	138.83	302531059 103 3 St NE Signal Light
176397	Xcel Energy	101-45200-450-43830	165.28	304017445 900 Lyndale Ave N
176397	Xcel Energy	902-00000-000-23935	104,665.67	Electricity Bill-November
176397	Xcel Energy	101-43121-430-43830	2,824.18	304051816 1200 Belview Trl
176397	Xcel Energy	902-00000-000-23935	24,373.77	Electric Bill
176397	Xcel Energy	602-49450-000-43810	47.46	302772185 1150 Willow Lift Station
176397	Xcel Energy	101-41940-410-43830	1,069.72	303640982 208 1 Ave NW City Hall
176397	Xcel Energy	603-49500-000-43810	61.51	304051816 1200 Belview Trl
176397	Xcel Energy	101-43170-430-43810	135.98	303691980 2219 Grant St Lift Station
176397	Xcel Energy	101-43160-430-43810	71.18	304116510 1904 Grant St NW
176397	Xcel Energy	101-45200-450-43810	44.35	302321102 1000 7 Ave SW-S Alex Sec
176397	Xcel Energy	101-45122-450-43830	1,203.99	303402179 16 Central Ave
176397	Xcel Energy	101-45200-450-43810	45.89	302165394 415 2nd Ave SW Wapacuta Pk
176397	Xcel Energy	101-43160-430-43810	416.98	304157645 3305 Highway 60
176397	Xcel Energy	602-49450-000-43810	63.11	302346525 3030 Hwy 60 W Lift Station
176397	Xcel Energy	101-42210-420-43810	991.20	302527702 122 2 St NW-Fire Hall
176397	Xcel Energy	602-49480-000-43810	25,036.01	304239286 214 14th St NE
176397	Xcel Energy	101-43121-430-43810	4,156.60	304051816 1200 Belview Trl
176397	Xcel Energy	101-45500-450-43810	2,221.41	302342287 11 Division St E
176397	Xcel Energy	601-49430-000-43810	7,619.37	303329691 824 7 St NW Pump Water
176397	Xcel Energy	101-42500-420-43810	38.46	304214955 930 4th Ave NW Siren
176397	Xcel Energy	101-43170-430-43810	168.23	302525247 4050 Hwy 60 W
176397	Xcel Energy	602-49480-000-43830	9,687.62	302858086 214 14 St NE
176397	Xcel Energy	101-42500-420-43810	4.63	178539 2613A Hulett Court
176397	Xcel Energy	601-49430-000-43830	298.48	302971552 824 7th St NW Water Works
176397	Xcel Energy	101-45126-450-43830	1,600.24	302971175 117 Shumway Washington Center
176397	Xcel Energy	101-42500-420-43810	48.50	303930334 Fairgrounds/300 Western
176397	Xcel Energy	101-43160-430-43810	246.92	304157632 1602 2nd Ave NW
	Xcel Energy		131,162.06	
176509	Yesuf Ardo	240-46210-460-43090	191.00	Somali Intrepretation 7/22-12/22
	Yesuf Ardo		191.00	
176510	Yetzer David	472-43121-430-45300	1,100.00	2023-04 TH 3-30th St Roundabout Temporary Easement Payment
	Yetzer David		1,100.00	
176511	Zunkel Virgil	601-00000-000-20200	3.82	Refund Check 006777-001, 1345 South Trail Dr

Check Numb	Last Name	Acct 1	Amount	Description
	Zunkel Virgil		3.82	
			1,322,589.91	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: December 27, 2022
SUBJECT: Approve 2023 Non-Profit/Civic Organization Agreements

Background:

As part of the 2023 budget process, various non-profit/civic organizations presented requests for funding. Funding for non-profit/civic organizations is budgeted and recommended for the following funding levels in 2023:

Faribault Community Television	\$53,388
Faribault Area Senior Citizens	\$43,500
Faribault Community Festivals	\$6,500
Rice County Historical Society	\$13,000
Healthy Community Initiative	\$6,800
Faribault Foundation	\$6,800
River Bend Nature Center	\$6,800
Faribault Diversity Coalition	\$6,800

Agreements with each of the organizations that reflect these amounts and other terms have been prepared and are attached for review and approval.

Recommendation:

Approve Non-Profit/Civic Organization Agreements for 2023

Attachments:

1. Faribault Community Television - 2023 Agreement
2. Faribault Area Senior Citizens - 2023 Agreement
3. Faribault Community Festivals - 2023 Agreement
4. Rice County Historical Society - 2023 Agreement
5. Healthy Community Initiative - 2023 Agreement
6. Faribault Foundation - 2023 Agreement

7. River Bend Nature Center - 2023 Agreement
8. Faribault Diversity Coalition - 2023 Agreement

Faribault Community Television (FCTV) – 2023 Agreement

This Agreement is entered into this 27th day of December, 2023 between the City of Faribault, Minnesota (City), and Faribault Community Television and Multimedia Center, Inc. (FCTV), a Minnesota non-profit corporation.

1. RECITALS

1.1 Charter Communications holds a franchise pursuant to Ordinance No. 2008-23, provides a public access channel for public, educational and government access as required by the franchise with the City.

1.2 Consolidated Communications holds a franchise pursuant to Ordinance 2006-11, provides a public access channel for public, educational and government access as required by the franchise with the City.

1.3 FCTV is a non-profit community based corporation engaged in developing non-commercial programming for transmission over the public access channel(s), and it offers opportunities for youth and others to participate in the creation and presentation of television programming.

1.4 The purpose of this Agreement is to designate FCTV as the manager on behalf of the City for the public access channel(s). The City Council finds that FCTV's demonstrated interest in the area of public access programming enables it to bring together people with the interest and expertise to effectively promote and facilitate use of this public resource.

2. CITY OBLIGATIONS

2.1 The City shall fund FCTV's activities in the amount of \$53,388 for the year 2023, to be paid in quarterly installments provided that this Agreement has not been terminated, in which case a pro-rata share based on twelve months shall be paid.

2.2 FCTV is hereby appointed to manage in the public interest the public access channel and the equipment and other resources made available to the public pursuant to the cable franchise.

3. FCTV's OBLIGATIONS

3.1 FINANCIAL. FCTV shall develop a budget, a copy of which shall be filed with the City. FCTV shall develop other sources of revenue such as grants and user fees to cover its expenses in excess of the funds provided by the City. FCTV shall establish written procedures for financial management and accounting and shall file a copy with the City.

3.2 INSURANCE. FCTV shall obtain general liability insurance covering its activities, staff and volunteers, including an appropriate rider for defamation claims. The City shall be named as an additional insured, and the policy shall provide that it will not be cancelled without written notification of the City. FCTV maintain liability insurance at State mandated municipal levels. FCTV shall indemnify the City of any and all liability claims made against the FCTV resulting from the operation of any FCTV program or activity sponsored by the FCTV.

FCTV shall maintain Workers' Compensation Insurance meeting the requirements of state law and shall provide proof of coverage to the City.

3.3 POLICIES AND PROCEDURES. The FCTV board shall develop and publish policies and procedures to ensure fair access to the public access channel and resources by the citizens. The board shall adopt policies to ensure that transmitted programming is not obscene or otherwise unlawful. Copies of all policies and procedures shall be filed with the City.

3.4 OPERATING AGREEMENTS. FCTV may enter into operating agreements with Independent School District #656, the franchisee and others as necessary, provided that no such agreement shall be deemed to be a contract of the City without the written consent of the City. Copies of all such agreements shall be filed with the City.

3.5 COMMUNITY ASSISTANCE. FCTV shall develop programs to provide training and education opportunities for youth and other members of the community, and technical assistance to persons seeking to use the public access channel and equipment.

3.6 DATA. Data provided to the FCTV under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

4. GOVERNMENT ACCESS

Transmission of local government meetings shall be without charge and shall be priority programming.

5. FCTV ASSETS

In the event that FCTV shall cease operations the City, jointly with ISD #656, may assume ownership of the assets of FCTV. This right may be exercised solely in the discretion of the City Council and School Board and does not imply a duty to assume the obligations of FCTV except to the extent of the lien on any asset the City or District chooses to take pursuant to this provision.

6. FCTV INDEPENDENT CONTRACT

FCTV is an independent contractor and no employees of FCTV shall be considered employees of the City.

7. REPORTING

FCTV shall submit a written report to the City Council by October 31, 2023, describing FCTV's efforts to promote use of the public access channel, and to meet its obligations under this Agreement. The report shall include a financial statement and a breakdown of charges and fees.

8. TERMINATION

This Agreement shall terminate on December 31, 2023, provided however that the City may terminate this Agreement without cause and in its sole discretion upon thirty (30) days written notice to FCTV.

Dated: December 27, 2022

FCTV

Date

By: _____

It's _____

CITY OF FARIBAULT

Date

By: _____
Kevin F. Voracek, Mayor

Date

By: _____
Timothy C. Murray, City Administrator

Faribault Area Senior Citizens – 2023 Agreement

This is an agreement between the City of Faribault, a municipal corporation, herein referred to as the “City”, and the Faribault Area Senior Citizens, Inc., a nonprofit corporation, hereinafter referred to as “the Seniors”.

WHEREAS, the Seniors have established a nonprofit organization to address the needs of our community’s elderly population; and

WHEREAS, the City wishes to assist the Seniors in accomplishing their mission; and

WHEREAS, a lease and development agreement, approved October 28, 2014, exists between the City and the Seniors, and this agreement has been reviewed as provided for.

NOW, THEREFORE, IT IS AGREED:

The City’s Obligations:

1. To seek advice from the Board of the Seniors on policy matters affecting the Faribault community elderly population.
2. To provide funding not to exceed \$43,500 annually in 2023 for programming to the Senior population in the community. Payments to be made in equal amounts on February 1 and September 1.
3. That the City will continue to assist the Seniors in the development of senior center programming through the Buckham Center.

The Seniors’ Obligations:

1. That the Seniors shall be self-sufficient with regard to funding the senior program.
2. That the Seniors will provide a program of service to the Faribault senior community involving respite care, support services, recreation, social services, and other services to meet the unique needs of the senior population.
3. That the Seniors shall indemnify and defend the City for any and all liability claims made against the Seniors resulting from the operations of any senior program or activity conducted or sponsored by the Seniors.
4. The Seniors shall be responsible for privately obtaining and maintaining program and activity liability insurance for all senior activities, insuring all staff and volunteers, and all program activities. Seniors shall maintain workers’ compensation insurance as required by law. Seniors shall file proof of any required insurance policies with City administration.
5. The Seniors will maintain their own financial accounting system, and submit an annual financial report for each calendar year.
6. The Seniors shall submit an annual operating budget to the City by August 1st for the upcoming fiscal year.

7. At all times and for all purposes hereunder, the Seniors are acting as an independent contractor and no employees of the Seniors will be considered employees of the City. It is recognized that the City does not control the means or manner of performance of any Senior employees, the setting of wages, or right of the employer to discharge employees.
8. Data provided to the Seniors under this agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

The City and Seniors Agree:

1. This agreement shall take effect on January 1, 2023 and shall be in effect until December 31, 2023.
2. This agreement may be amended or changed from time to time upon mutual agreement of the parties.
3. This agreement shall replace and repeal all previous agreements with regard to operations, maintenance and financial responsibilities of the parties.
4. The Faribault City Council shall appoint one member to serve as a liaison to the Buckham West (Senior Center) Board of Directors. This member has non-voting privileges and the position will be reviewed annually.

Dated: December 27, 2022

City of Faribault

Faribault Area Senior Citizens, Inc.

Kevin F. Voracek, Mayor

President

Timothy C. Murray, City Administrator

Secretary

Date

Faribault Community Festivals – 2023 Agreement

This is an agreement between the City of Faribault, a municipal corporation, hereinafter referred to as “City”, and the Faribault Community Festivals, Inc., a nonprofit corporation, hereinafter referred to as “Festivals”.

Whereas, Festivals is established to hold community festivals; and

Whereas, the City has a desire and a need to provide a community festival with musical events and other entertainment.

Now, therefore, it is agreed:

The City’s Obligations:

1. To provide funding, not to exceed \$5,000 in 2023, for the underwriting of the direct and indirect costs of musical events related to Faribault Heritage Celebration, to be paid in full by February 1, 2023.
2. To provide funding, not to exceed \$1,500 in 2023, for the underwriting of the direct and indirect costs of teen activities related to Faribault Heritage Celebration, to be paid in full by February 1, 2023.
3. To provide the use of Central Park to Festivals for the Faribault Heritage Celebration without cost, and provide public safety and public works support for the celebration activities.

The Festival’s Obligations:

1. Festivals will be self-sufficient with regard to funding for Faribault Heritage Celebration.
2. Festivals will hold a parade, dances, free musical events and other community events.
3. Festivals shall indemnify, defend and hold harmless the City from any and all claims made against the City resulting from the City’s involvement and participation in Faribault Heritage Celebration sponsored by Festivals.
4. Festivals shall be responsible for privately obtaining and maintaining program and activity liability insurance for all activities, and insuring all staff and program activities. Festivals shall furnish certificates of insurance providing public liability, Workers’ Compensation including employers liability, dram shop and other coverages as may be deemed appropriate by the City naming the city as an “additional insured” with respect to the City’s involvement and participation in Faribault Heritage Celebration.
5. Festivals will maintain their own financial accounting system.
6. Festivals shall submit a financial report and an annual program performance report to the City on or before December 31, 2023.
7. Data provided to Festivals under this agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

At all times, and for all purposes, Festivals is acting as an independent contractor, and no employees of Festivals shall be considered employees of the City. It is recognized that the City does not control the means or manner of performance of any Festivals employees, the setting of wages, or the right of the employer to discharge employees.

Dated: December 27, 2022

City of Faribault

Kevin F. Voracek, Mayor

Timothy C. Murray, City Administrator

Faribault Community Festivals, Inc.

President

Secretary

Rice County Historical Society – 2023 Agreement

This is an agreement between the City of Faribault, a municipal corporation, hereinafter referred to as “City”, and the Rice County Historical Society, a nonprofit corporation, hereinafter referred to as “RCHS”.

Whereas, the RCHS owns and maintains the Alexander Faribault House (“House”) located at 12 NE First Avenue for the purpose of preserving this historic property and to allow public viewing of the property; and

Whereas, the City wishes to ensure the House is preserved and open to the public because of its significance in the development of the City of Faribault.

Now, therefore, it is agreed:

The City’s Obligation:

1. To provide funding, not to exceed \$13,000.00 in 2023, for the underwriting of the direct and indirect costs of the maintenance and operation of the Alexander Faribault House property, payable March 1 and September 1 in equal payments of \$6,500.00.

The RCHS’s Obligations:

1. The RCHS will be self-sufficient with regard to funding for the House.
2. The RCHS will maintain the House in a sound and safe manner in conformance with Minnesota Historical Society standards. The House will be open to the public on a regular basis.
3. The RCHS shall indemnify, defend and hold harmless the City from any and all claims made against the City resulting from this agreement.
4. The RCHS shall be responsible for privately obtaining and maintaining liability insurance for all activities, and insuring all staff and program activities. They shall furnish certificates of insurance providing public liability, Workers Compensation including employer’s liability and other coverages as may be deemed appropriate by the City naming the city as an “additional insured” at levels required by the City.
5. The RCHS will maintain their own financial accounting system.
6. The RCHS shall submit a financial report and an annual program performance report to the City on or before December 31, 2023.
7. Data provided to the RCHS under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
8. The RCHS shall provide to the City Council a long-range maintenance program for the Faribault House by December 31, 2023.

At all times, and for all purposes, the RCHS is acting as an independent contractor, and no employees of RCHS shall be considered employees of the City. It is recognized that the City does not control the means or manner of performance of any RCHS employees, the setting of wages, or the right of the employer to discharge employees.

Dated: December 27, 2022

City of Faribault

Rice County Historical Society

Kevin F. Voracek, Mayor

President

Timothy C. Murray, City Administrator

Secretary

Healthy Community Initiative – 2023 Agreement

This is an agreement between the City of Faribault, a municipal corporation, hereinafter referred to as “City”, and Healthy Community Initiative, a nonprofit corporation, hereinafter referred to as “HCI”.

Whereas, HCI is established to ensure all of Faribault’s young people thrive; and

Whereas, the City has a desire and need to support additional youth programming in the community.

Now, therefore, it is agreed:

City’s Obligations:

1. To provide funding, not to exceed \$6,800.00 in 2023, for the underwriting of the direct and indirect costs of building community connections for healthy youth development, payable on or before March 1, 2023.

HCI’s Obligations:

1. HCI will be dedicated to improving youth outcomes on a population level and working with multiple community partners to influence systems change.
2. HCI will aim to increase youth voice and leadership; increase out-of-school time participation and increase youth success at key benchmarks from cradle to career.
3. HCI shall indemnify, defend and hold harmless the City from any and all claims made against the City resulting from this agreement
4. HCI shall be responsible for privately obtaining and maintaining program and activity liability insurance for all activities, and insuring all staff and program activities. HCI shall furnish certificates of insurance providing public liability, Workers’ Compensation including employer’s liability, dram shop and other coverages as may be deemed appropriate by the City naming the City as an “additional insured” when applicable.
5. HCI will maintain their own financial accounting system.
6. HCI shall submit a financial report and an annual program performance report to the City on or before December 31, 2023.
7. Data provided to HCI under this agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

At all times, and for all purposes, HCI is acting as an independent contractor, and no employees of HCI shall be considered employees of the City. It is recognized that the City does not control the means or manner of performance of any HCI employees, the setting of wages, or the right of the employer to discharge employees.

Dated: December 27, 2022

City of Faribault

Faribault Youth Investment

Kevin F. Voracek, Mayor

Director

Timothy C. Murray, City Administrator

Board Chair

Faribault Foundation – 2023 Agreement

This is an agreement between the City of Faribault, a municipal corporation, hereinafter referred to as “City”, and the Faribault Foundation, a nonprofit corporation.

Whereas, Faribault Foundation’s mission is to enhance and promote the quality of life in the greater Faribault community; and

Whereas, the City has a need and desire to enhance and promote the quality of life of its residents.

Now, therefore, it is agreed:

City’s Obligations:

1. To provide funding, not to exceed \$6,800.00 in 2023, for the underwriting of the direct and indirect costs of supporting the efforts of the Faribault Foundation, payable on or before March 1, 2023.

Faribault Foundation’s Obligations:

1. Faribault Foundation will be self-sufficient with regards to funding for programming.
2. Faribault Foundation will be dedicated to supporting programs that help Faribault’s youth and families, enhance community pride and fosters cross-cultural collaboration.
3. Faribault Foundation shall indemnify, defend and hold harmless the City from any and all claims made against the City resulting from this agreement.
4. Faribault Foundation shall be responsible for privately obtaining and maintaining liability insurance for all activities, and insuring all staff and program activities. They shall furnish certificates of insurance providing public liability, Workers Compensation including employer’s liability and other coverages as may be deemed appropriate by the City naming the City as an “additional insured” at levels required by the City.
5. Faribault Foundation will maintain their own financial accounting system.
6. Faribault Foundation shall submit a financial report and an annual program performance report to the City on or before December 31, 2023.
7. Data provided to the Faribault Foundation under this agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

At all times, and for all purposes, the Faribault Foundation is acting as an independent contractor, and no employees of the Faribault Foundation shall be considered employees of the City. It is recognized that the City does not control the means or manner of performance of any Faribault Foundation employees, the setting of wages, or the right of the employer to discharge employees.

Dated: December 27, 2022

City of Faribault

Faribault Foundation

Kevin F. Voracek, Mayor

Executive Director

Timothy C. Murray, City Administrator

Board Chair

River Bend Nature Center – 2023 Agreement

This is an agreement between the City of Faribault, a municipal corporation, hereinafter referred to as “City”, and the River Bend Nature Center, a nonprofit corporation, hereinafter referred to as “RBNC”.

Whereas, RBNC is established to help people discover, enjoy, understand and preserve the incredible natural world, and

Whereas, the City has a desire and need to support nature programming in the community.

Now, therefore, it is agreed:

City’s Obligations:

1. To provide funding, not to exceed \$6,800.00 in 2023, for the underwriting of the direct and indirect costs towards controlling wild parsnip which is a hazard to humans throughout the nature preserve, payable on or before March 1, 2023.

RBNC Obligations:

1. RBNC will use the unspent funds awarded by the City in 2022 (\$5,000.00) combined with the 2023 funds to contract with a provider to remove wild parsnip throughout the park.
2. RBNC shall indemnify, defend and hold harmless the City from any and all claims made against the City resulting from this agreement
3. RBNC shall be responsible for privately obtaining and maintaining program and activity liability insurance for all activities, and insuring all staff and program activities. The River Bend Nature Center shall furnish certificates of insurance providing public liability, Workers’ Compensation including employer’s liability, dram shop and other coverages as may be deemed appropriate by the City naming the City as an “additional insured” when applicable.
4. RBNC will maintain their own financial accounting system.
5. RBNC shall submit a financial report and an annual program performance report to the City on or before December 31, 2023.
6. Data provided to RBNC under this agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

At all times, and for all purposes, the RBNC is acting as an independent contractor, and no employees of RBNC shall be considered employees of the City. It is recognized that the City does not control the means or manner of performance of any of the RBNC employees, the setting of wages, or the right of the employer to discharge employees.

Dated: December 27, 2022

City of Faribault

River Bend Nature Center

Kevin F. Voracek, Mayor

Executive Director

Timothy C. Murray, City Administrator

Board Chair

Faribault Diversity Coalition – 2023 Agreement

This is an agreement between the City of Faribault, a municipal corporation, hereinafter referred to as “City”, and the Faribault Diversity Coalition, a nonprofit corporation.

Whereas, Faribault Diversity Coalition is established to bridge cultures to foster understanding and community well-being; and

Whereas, the City has a desire and is supportive of additional diversity programming in the community.

Now, therefore, it is agreed:

City’s Obligations:

1. To provide funding, not to exceed \$6,800.00 in 2023, for the underwriting of the direct and indirect costs of building supportive and diverse community connections for the citizens of Faribault, payable on or before March 1, 2023.

Faribault Diversity Coalition Obligations:

1. The Faribault Diversity Coalition will be dedicated to creating a more positive attitude towards diversity and promoting an inclusive community for the citizens of Faribault.
2. The Faribault Diversity Coalition will aim to create inclusive programs throughout the year that celebrates the diversity within the City of Faribault.
3. The Faribault Diversity Coalition shall indemnify, defend and hold harmless the City from any and all claims made against the City resulting from this agreement
4. The Faribault Diversity Coalition shall be responsible for privately obtaining and maintaining program and activity liability insurance for all activities, and insuring all staff and program activities. The Faribault Diversity Coalition shall furnish certificates of insurance providing public liability, Workers’ Compensation including employer’s liability, dram shop and other coverages as may be deemed appropriate by the City naming the City as an “additional insured” when applicable.
5. The Faribault Diversity Coalition will maintain their own financial accounting system.
6. The Faribault Diversity Coalition shall submit a financial report and an annual program performance report to the City on or before December 31, 2023.
7. Data provided to the Faribault Diversity Coalition under this agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

At all times, and for all purposes, the Faribault Diversity Coalition is acting as an independent contractor, and no employees of the Faribault Diversity Coalition shall be considered employees of the City. It is recognized that the City does not control the means or manner of performance of any of the Faribault Diversity Coalition employees, the setting of wages, or the right of the employer to discharge employees.

Dated: December 27, 2022

City of Faribault

Faribault Diversity Coalition

Kevin F. Voracek, Mayor

Board Chair

Timothy C. Murray, City Administrator

Board Member



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: December 27, 2022
SUBJECT: Resolution 2022-270 Approve Agency Agreement with State of Minnesota for Federal Participation in Construction

Background:

Attached is a resolution approving an agreement with the State of Minnesota to authorize the Minnesota Department of Transportation to act as our agent in accepting federal funds for local transportation projects. This agreement supersedes a similar agreement that was executed in December 2017 which went into effect in 2018.

Changes between the 2018 DCP and 2022 DCP agreements include:

- Updated CFDA to Assistance Listing Number (ALN) and DUNS to Unique Entity Identifier (UEI)
- Addition of section 8.6 Electronic records and signatures
- Addition of section 8.7 Certification
- Addition of section 18.3 Title VI language/section
- Addition of section 18.4 Buy America
- Addition of section 18.1.11 referencing 2 CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment
- Addition of section 18.1.12 referencing 2 CFR 200.322 Domestic preference for procurements

The City has two projects currently under design for which we have been awarded federal funds. These are the TH 3 - 30th Street NW Roundabout Improvements project and the Northern Link Trail Project.

Recommendation:

Approve Resolution 2022-270 Approve Agency Agreement with State of Minnesota for Federal Participation in Construction.

Attachments:

1. Resolution 2022-270 Approve Agency Agreement with State of Minnesota for Federal Participation in Construction
2. Faribault DCP Agreement

CITY OF FARIBAULT

RESOLUTION #2022-270

APPROVE AGENCY AGREEMENT WITH STATE OF MINNESOTA FOR FEDERAL PARTICIPATION IN CONSTRUCTION

WHEREAS, an agreement has been prepared by the State of Minnesota to allow the Minnesota Department of Transportation to serve as the agent to accept federal funds on behalf of the City of Faribault for use on local, eligible transportation improvement projects, and;

WHEREAS, the City desires execution of said agreement to allow the City to receive and expend federal aid funds on pending or future projects for which the City may be awarded federal funding.

NOW, THEREFORE BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of Faribault to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

ALSO, BE IT RESOLVED, that the Mayor and City Administrator are hereby authorized and directed for and on behalf of the City of Faribault to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1052168", a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Date Adopted: December 27, 2022.

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

CERTIFICATION

STATE OF MINNESOTA CITY OF FARIBAULT

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by local agency name at a duly authorized meeting thereof held on the_____ day of_____ 20____, as shown by the minutes of said meeting in my possession.

City Clerk

Notary Public
My Commission expires

(SEAL)



STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN CONSTRUCTION

This Agreement is entered into by and between City of Faribault ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds, hereinafter referred to as the "Project(s)"; and
2. This Agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
 - 2.1. The Assistance Listing Number (ALN) is 20.205, 20.224, 20.933 or another Department of Transportation ALN as listed on SAM.gov and
 - 2.2. This project is for construction, not research and development.
 - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement; Prior Agreement

- 1.1. **Effective Date.** This Agreement will be effective on the date that MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. This Agreement will remain effective until it is superseded or terminated pursuant to section 14.
- 1.2. **Prior Agreement.** This Agreement supersedes the prior agreement between the parties, MnDOT Contract Number 1029946.

2. Local Government's Duties

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.
- 2.2. **Staffing.**
 - 2.2.1. The Local Government will furnish and assign a publicly employed and licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative, where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This

written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

- 2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

- 2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

- 2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.

- 2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all federal-aid provisions supplied by MnDOT.

- 2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders and where the Local Government will receive the sealed bids.

- 2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.

- 2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.

- 2.3.6. The Local Government will receive and open bids.

- 2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.

- 2.3.8. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.

- 2.4. **Contract Administration.**

- 2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction when the contract is awarded and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable

federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as identified in Section 18 of this Agreement.

- 2.4.2. The Project(s) will be constructed in accordance with the plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this Agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that are in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector, as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. **Limitations.**

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate

for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 “Utilities”, which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT’s Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s) and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the Project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of six years following the closing of the construction contract.

4. Time

4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement (“end date”). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

- 5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a Project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
 - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
 - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
 - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further

agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

- 5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each Project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each Project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.
6. **Conditions of Payment.** All services provided by Local Government under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.
7. **Authorized Representatives**
 - 7.1. MnDOT's Authorized Representative is:

Name: Kristine Elwood, or her successor.

Title: State Aid Engineer

Phone: 651-366-4831

Email: Kristine.elwood@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.
 - 7.2. The Local Government's Authorized Representative is:

Name: Mark DuChene or their successor.

Title: Faribault City Engineer

Phone: 507-333-0361

Email: mduchene@ci.faribault.mn.us

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.
8. **Assignment Amendments, Waiver, and Agreement Complete**
 - 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
 - 8.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
 - 8.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
 - 8.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the

Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

- 8.5. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 8.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

- 11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

- 12. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will

not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

- 13. Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

14.1. Termination by MnDOT. MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2. Termination for Cause. MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and/or requiring the return of all or part of the funds already disbursed.

14.3. Termination for Insufficient Funding. MnDOT may immediately terminate this Agreement if:

14.3.1. It does not obtain funding from the Minnesota Legislature; or

14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

14.4. Suspension. MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

- 15. Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

- 16. Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

- 17. Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18. Federal Contract Clauses

- 18.1. Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.
- 18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - 18.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - 18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - 18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

- for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

18.1.10. Local Government will comply with 2 CFR § 200.323.

18.1.11. Local Government will comply with 2 CFR § 200.216.

18.1.12. Local Government will comply with 2 CFR § 200.322.

18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

18.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

18.5. **Federal Funding Accountability and Transparency Act (FFATA)**

18.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 18.5.4. The Local Government will obtain a Unique Entity Identifier number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each Project.
- 18.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

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City of Faribault

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: December 27, 2022
SUBJECT: Approve Axon Services Agreement

Background:

In 2019, the Faribault Police Department entered into a 5-year service agreement with Axon to provide body cameras, less-lethal Tasers, squad car video, and unlimited digital evidence storage. Since that time, Axon has expanded the number of products and technology associated with their video, less-lethal, and evidence storage. To utilize Axon's enhanced products, the Department has renegotiated our contract. By renegotiating the contract prior to its 5-year expiration, we are taking advantage of 2022 pricing and future cost savings. Additional costs associated with the renegotiation have been accounted for and approved by the Council within the 2023 budget. Annual costs will remain fixed for the term of the contract (2023-2027).

Recommendation:

Approve Axon Service Agreement

Attachments:

1. Axon Services Agreement - OSP 7+
2. Axon Services Agreement - Fleet



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-399495-44900.769TC

Issued: 12/05/2022

Quote Expiration: 12/15/2022

Estimated Contract Start Date: 01/15/2023

Account Number: 107277

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-25 4TH ST 25 4TH ST NE FARIBAULT, MN 55021-5206 USA	Faribault Police Department - MN 25 4TH ST FARIBAULT, MN 55021 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Tierney Conlon Phone: (480) 712-4910 Email: tconlon@axon.com Fax:	John Sherwin Phone: (507) 328-6932 Email: jsherwin@ci.faribault.mn.us Fax: (507) 287-7823

Quote Summary

Program Length	60 Months
TOTAL COST	\$555,217.36
ESTIMATED TOTAL W/ TAX	\$555,217.36

Discount Summary

Average Savings Per Year	\$49,366.04
TOTAL SAVINGS	\$246,830.21

Payment Summary

Date	Subtotal	Tax	Total
Dec 2022	\$111,043.44	\$0.00	\$111,043.44
Dec 2023	\$111,043.48	\$0.00	\$111,043.48
Dec 2024	\$111,043.48	\$0.00	\$111,043.48
Dec 2025	\$111,043.48	\$0.00	\$111,043.48
Dec 2026	\$111,043.48	\$0.00	\$111,043.48
Total	\$555,217.36	\$0.00	\$555,217.36

Quote Unbundled Price:	\$802,047.57
Quote List Price:	\$645,342.57
Quote Subtotal:	\$555,217.36

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
85115	OFFICER SAFETY PLAN STANDARD CEW TRUE UP PAYMENT	29	12		\$20.90	\$18.60	\$6,473.09	\$0.00	\$6,473.09
2022OSP7+Premium	2022 - OFFICER SAFETY PLAN 7 PLUS Premium	30	60	\$334.32	\$249.00	\$228.27	\$410,886.00	\$0.00	\$410,886.00
T7Cert	2021 Taser 7 Certification Bundle	5	60	\$70.43	\$60.00	\$59.17	\$17,751.00	\$0.00	\$17,751.00
A la Carte Hardware									
AB3C	AB3 Camera Bundle	30			\$699.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3MBD	AB3 Multi Bay Dock Bundle	4			\$1,538.90	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
100112	AXON AIR, E.COM PILOT DATA LIC	4	60		\$30.00	\$30.00	\$7,200.00	\$0.00	\$7,200.00
12023	AXON AIR, CLASS 2 UAS LICENSE	1	60		\$279.00	\$250.70	\$15,042.00	\$0.00	\$15,042.00
12022	AXON AIR, CLASS 1 UAS LICENSE	1	60		\$167.00	\$133.67	\$8,020.00	\$0.00	\$8,020.00
73893	STANDARDS LICENSE, NON-SWORN	3	60		\$20.00	\$0.00	\$0.00	\$0.00	\$0.00
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	8	60		\$99.00	\$99.00	\$47,520.00	\$0.00	\$47,520.00
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	60		\$29.17	\$25.21	\$3,025.22	\$0.00	\$3,025.22
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	60		\$25.00	\$25.00	\$6,000.00	\$0.00	\$6,000.00
ProLicense	Pro License Bundle	14	60		\$39.00	\$24.88	\$20,896.68	\$0.00	\$20,896.68
A la Carte Services									
73896	STANDARDS SERVICE, BASIC	1			\$15,000.00	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00
12021	AXON AIR, VIRTUAL TRAINING	1			\$750.00	\$750.00	\$750.00	\$0.00	\$750.00
80146	VIRTUAL BODYCAM STARTER	1			\$1,500.00	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
A la Carte Warranties									
100213	VIRTUAL REALITY TABLET - HARDWARE WARRANTY	1	49		\$3.13	\$3.13	\$153.37	\$0.00	\$153.37
Total							\$555,217.36	\$0.00	\$555,217.36

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	5	12/15/2022
2021 Taser 7 Certification Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	6	12/15/2022
2021 Taser 7 Certification Bundle	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	3	12/15/2022
2021 Taser 7 Certification Bundle	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	2	12/15/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	15	12/15/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	12/15/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	15	12/15/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	12/15/2022
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	10	12/15/2022
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	10	12/15/2022
2021 Taser 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	5	12/15/2022
2021 Taser 7 Certification Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	5	12/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	100126	AXON VR TACTICAL BAG	1	12/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	100186	HTC FOCUS 3 WRIST TRACKER	2	12/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	30	12/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	12/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20018	TASER 7 BATTERY PACK, TACTICAL	36	12/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	30	12/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	1	12/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	1	12/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20298	VR-ENABLED GLOCK 19 CONTROLLER	1	12/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20378	HTC FOCUS 3 VR HEADSET	2	12/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	90	12/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	90	12/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	60	12/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	60	12/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	12/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30	12/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	2	12/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	2	12/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	12/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	12/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	60	12/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	74200	TASER 7 6-BAY DOCK AND CORE	1	12/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	75015	SIGNAL SIDEARM KIT	30	12/15/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	33	12/15/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	30	12/15/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	12/15/2022
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	33	12/15/2022
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	4	12/15/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	4	12/15/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	4	12/15/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	12/15/2023

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	12/15/2023
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	60	12/15/2023
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	60	12/15/2023
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	60	12/15/2023
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	60	12/15/2023
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	12/15/2024
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	12/15/2024
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	10	12/15/2024
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	10	12/15/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	60	12/15/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	60	12/15/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	60	12/15/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	60	12/15/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	100210	VIRTUAL REALITY TABLET REFRESH ONE	1	06/15/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20373	VIRTUAL REALITY HEADSET REFRESH ONE	2	06/15/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73309	AXON CAMERA REFRESH ONE	31	06/15/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73689	MULTI-BAY BWC DOCK 1ST REFRESH	4	06/15/2025
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	12/15/2025
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	12/15/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	60	12/15/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	60	12/15/2025
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	12/15/2026
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	12/15/2026
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	60	12/15/2026
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	60	12/15/2026
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73310	AXON CAMERA REFRESH TWO	31	12/15/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73688	MULTI-BAY BWC DOCK 2ND REFRESH	4	12/15/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Certification Bundle	20248	TASER EVIDENCE.COM ACCESS LICENSE	5	01/15/2023	01/14/2028
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	100165	UNLIMITED 3RD-PARTY STORAGE	30	01/15/2023	01/14/2028
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20248	TASER EVIDENCE.COM ACCESS LICENSE	30	01/15/2023	01/14/2028
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20248	TASER EVIDENCE.COM ACCESS LICENSE	1	01/15/2023	01/14/2028
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20370	FULL VR TASER 7 ADD-ON USER ACCESS	30	01/15/2023	01/14/2028
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73478	REDACTION ASSISTANT USER LICENSE	30	01/15/2023	01/14/2028
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73618	CITIZEN FOR COMMUNITIES USER LICENSE	30	01/15/2023	01/14/2028
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73680	RESPOND DEVICE PLUS LICENSE	30	01/15/2023	01/14/2028
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73681	AXON RECORDS FULL	30	01/15/2023	01/14/2028
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73682	AUTO TAGGING LICENSE	30	01/15/2023	01/14/2028
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	30	01/15/2023	01/14/2028
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73739	PERFORMANCE LICENSE	30	01/15/2023	01/14/2028
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73746	PROFESSIONAL EVIDENCE.COM LICENSE	30	01/15/2023	01/14/2028
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	85760	Auto-Transcribe Unlimited Service	30	01/15/2023	01/14/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	42	01/15/2023	01/14/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	14	01/15/2023	01/14/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100112	AXON AIR, E.COM PILOT DATA LIC	4	01/15/2023	01/14/2028
A la Carte	12022	AXON AIR, CLASS 1 UAS LICENSE	1	01/15/2023	01/14/2028
A la Carte	12023	AXON AIR, CLASS 2 UAS LICENSE	1	01/15/2023	01/14/2028
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	01/15/2023	01/14/2028
A la Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	01/15/2023	01/14/2028
A la Carte	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	8	01/15/2023	01/14/2028
A la Carte	73893	STANDARDS LICENSE, NON-SWORN	3	01/15/2023	01/14/2028

Services

Bundle	Item	Description	QTY
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	30
A la Carte	12021	AXON AIR, VIRTUAL TRAINING	1
A la Carte	73896	STANDARDS SERVICE, BASIC	1
A la Carte	80146	VIRTUAL BODYCAM STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	2	01/15/2023	01/14/2028
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	100198	AXON VR CONTROLLER KIT - WARRANTY	1	01/15/2023	01/14/2028
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80464	EXT WARRANTY, CAMERA (TAP)	30	01/15/2023	01/14/2028
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80464	EXT WARRANTY, CAMERA (TAP)	1	01/15/2023	01/14/2028
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	4	01/15/2023	01/14/2028
2021 Taser 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	6	12/15/2023	01/14/2028
2021 Taser 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	5	12/15/2023	01/14/2028
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80374	EXT WARRANTY, TASER 7 BATTERY PACK	36	12/15/2023	01/14/2028
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80395	EXT WARRANTY, TASER 7 HANDLE	30	12/15/2023	01/14/2028
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80395	EXT WARRANTY, TASER 7 HANDLE	1	12/15/2023	01/14/2028
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	12/15/2023	01/14/2028
A la Carte	100213	VIRTUAL REALITY TABLET - HARDWARE WARRANTY	1	12/15/2023	01/14/2028

Payment Details

Dec 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100112	AXON AIR, E.COM PILOT DATA LIC	4	\$1,440.00	\$0.00	\$1,440.00
Year 1	100213	VIRTUAL REALITY TABLET - HARDWARE WARRANTY	1	\$30.69	\$0.00	\$30.69
Year 1	12021	AXON AIR, VIRTUAL TRAINING	1	\$150.00	\$0.00	\$150.00
Year 1	12022	AXON AIR, CLASS 1 UAS LICENSE	1	\$1,604.00	\$0.00	\$1,604.00
Year 1	12023	AXON AIR, CLASS 2 UAS LICENSE	1	\$3,008.40	\$0.00	\$3,008.40
Year 1	2022OSP7+Premium	2022 - OFFICER SAFETY PLAN 7 PLUS Premium	30	\$82,177.16	\$0.00	\$82,177.16
Year 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$1,200.00	\$0.00	\$1,200.00
Year 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$605.06	\$0.00	\$605.06
Year 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	8	\$9,504.00	\$0.00	\$9,504.00
Year 1	73893	STANDARDS LICENSE, NON-SWORN	3	\$0.00	\$0.00	\$0.00
Year 1	73896	STANDARDS SERVICE, BASIC	1	\$2,000.00	\$0.00	\$2,000.00
Year 1	80146	VIRTUAL BODYCAM STARTER	1	\$300.00	\$0.00	\$300.00
Year 1	85115	OFFICER SAFETY PLAN STANDARD CEW TRUE UP PAYMENT	29	\$1,294.61	\$0.00	\$1,294.61
Year 1	AB3C	AB3 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 1	ProLicense	Pro License Bundle	14	\$4,179.32	\$0.00	\$4,179.32
Year 1	T7Cert	2021 Taser 7 Certification Bundle	5	\$3,550.20	\$0.00	\$3,550.20
Total				\$111,043.44	\$0.00	\$111,043.44

Dec 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR, E.COM PILOT DATA LIC	4	\$1,440.00	\$0.00	\$1,440.00
Year 2	100213	VIRTUAL REALITY TABLET - HARDWARE WARRANTY	1	\$30.67	\$0.00	\$30.67
Year 2	12021	AXON AIR, VIRTUAL TRAINING	1	\$150.00	\$0.00	\$150.00
Year 2	12022	AXON AIR, CLASS 1 UAS LICENSE	1	\$1,604.00	\$0.00	\$1,604.00
Year 2	12023	AXON AIR, CLASS 2 UAS LICENSE	1	\$3,008.40	\$0.00	\$3,008.40
Year 2	2022OSP7+Premium	2022 - OFFICER SAFETY PLAN 7 PLUS Premium	30	\$82,177.21	\$0.00	\$82,177.21
Year 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$1,200.00	\$0.00	\$1,200.00
Year 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$605.04	\$0.00	\$605.04
Year 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	8	\$9,504.00	\$0.00	\$9,504.00
Year 2	73893	STANDARDS LICENSE, NON-SWORN	3	\$0.00	\$0.00	\$0.00
Year 2	73896	STANDARDS SERVICE, BASIC	1	\$2,000.00	\$0.00	\$2,000.00
Year 2	80146	VIRTUAL BODYCAM STARTER	1	\$300.00	\$0.00	\$300.00
Year 2	85115	OFFICER SAFETY PLAN STANDARD CEW TRUE UP PAYMENT	29	\$1,294.62	\$0.00	\$1,294.62
Year 2	AB3C	AB3 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 2	ProLicense	Pro License Bundle	14	\$4,179.34	\$0.00	\$4,179.34
Year 2	T7Cert	2021 Taser 7 Certification Bundle	5	\$3,550.20	\$0.00	\$3,550.20
Total				\$111,043.48	\$0.00	\$111,043.48

Dec 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR, E.COM PILOT DATA LIC	4	\$1,440.00	\$0.00	\$1,440.00
Year 3	100213	VIRTUAL REALITY TABLET - HARDWARE WARRANTY	1	\$30.67	\$0.00	\$30.67
Year 3	12021	AXON AIR, VIRTUAL TRAINING	1	\$150.00	\$0.00	\$150.00
Year 3	12022	AXON AIR, CLASS 1 UAS LICENSE	1	\$1,604.00	\$0.00	\$1,604.00
Year 3	12023	AXON AIR, CLASS 2 UAS LICENSE	1	\$3,008.40	\$0.00	\$3,008.40
Year 3	2022OSP7+Premium	2022 - OFFICER SAFETY PLAN 7 PLUS Premium	30	\$82,177.21	\$0.00	\$82,177.21
Year 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$1,200.00	\$0.00	\$1,200.00
Year 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$605.04	\$0.00	\$605.04
Year 3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	8	\$9,504.00	\$0.00	\$9,504.00
Year 3	73893	STANDARDS LICENSE, NON-SWORN	3	\$0.00	\$0.00	\$0.00
Year 3	73896	STANDARDS SERVICE, BASIC	1	\$2,000.00	\$0.00	\$2,000.00
Year 3	80146	VIRTUAL BODYCAM STARTER	1	\$300.00	\$0.00	\$300.00
Year 3	85115	OFFICER SAFETY PLAN STANDARD CEW TRUE UP PAYMENT	29	\$1,294.62	\$0.00	\$1,294.62
Year 3	AB3C	AB3 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 3	ProLicense	Pro License Bundle	14	\$4,179.34	\$0.00	\$4,179.34
Year 3	T7Cert	2021 Taser 7 Certification Bundle	5	\$3,550.20	\$0.00	\$3,550.20
Total				\$111,043.48	\$0.00	\$111,043.48

Dec 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100112	AXON AIR, E.COM PILOT DATA LIC	4	\$1,440.00	\$0.00	\$1,440.00
Year 4	100213	VIRTUAL REALITY TABLET - HARDWARE WARRANTY	1	\$30.67	\$0.00	\$30.67
Year 4	12021	AXON AIR, VIRTUAL TRAINING	1	\$150.00	\$0.00	\$150.00
Year 4	12022	AXON AIR, CLASS 1 UAS LICENSE	1	\$1,604.00	\$0.00	\$1,604.00
Year 4	12023	AXON AIR, CLASS 2 UAS LICENSE	1	\$3,008.40	\$0.00	\$3,008.40
Year 4	2022OSP7+Premium	2022 - OFFICER SAFETY PLAN 7 PLUS Premium	30	\$82,177.21	\$0.00	\$82,177.21
Year 4	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$1,200.00	\$0.00	\$1,200.00
Year 4	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$605.04	\$0.00	\$605.04
Year 4	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	8	\$9,504.00	\$0.00	\$9,504.00
Year 4	73893	STANDARDS LICENSE, NON-SWORN	3	\$0.00	\$0.00	\$0.00
Year 4	73896	STANDARDS SERVICE, BASIC	1	\$2,000.00	\$0.00	\$2,000.00
Year 4	80146	VIRTUAL BODYCAM STARTER	1	\$300.00	\$0.00	\$300.00
Year 4	85115	OFFICER SAFETY PLAN STANDARD CEW TRUE UP PAYMENT	29	\$1,294.62	\$0.00	\$1,294.62
Year 4	AB3C	AB3 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 4	ProLicense	Pro License Bundle	14	\$4,179.34	\$0.00	\$4,179.34
Year 4	T7Cert	2021 Taser 7 Certification Bundle	5	\$3,550.20	\$0.00	\$3,550.20
Total				\$111,043.48	\$0.00	\$111,043.48

Dec 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR, E.COM PILOT DATA LIC	4	\$1,440.00	\$0.00	\$1,440.00
Year 5	100213	VIRTUAL REALITY TABLET - HARDWARE WARRANTY	1	\$30.67	\$0.00	\$30.67
Year 5	12021	AXON AIR, VIRTUAL TRAINING	1	\$150.00	\$0.00	\$150.00

Dec 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	12022	AXON AIR, CLASS 1 UAS LICENSE	1	\$1,604.00	\$0.00	\$1,604.00
Year 5	12023	AXON AIR, CLASS 2 UAS LICENSE	1	\$3,008.40	\$0.00	\$3,008.40
Year 5	2022OSP7+Premium	2022 - OFFICER SAFETY PLAN 7 PLUS Premium	30	\$82,177.21	\$0.00	\$82,177.21
Year 5	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$1,200.00	\$0.00	\$1,200.00
Year 5	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$605.04	\$0.00	\$605.04
Year 5	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	8	\$9,504.00	\$0.00	\$9,504.00
Year 5	73893	STANDARDS LICENSE, NON-SWORN	3	\$0.00	\$0.00	\$0.00
Year 5	73896	STANDARDS SERVICE, BASIC	1	\$2,000.00	\$0.00	\$2,000.00
Year 5	80146	VIRTUAL BODYCAM STARTER	1	\$300.00	\$0.00	\$300.00
Year 5	85115	OFFICER SAFETY PLAN STANDARD CEW TRUE UP PAYMENT	29	\$1,294.62	\$0.00	\$1,294.62
Year 5	AB3C	AB3 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 5	ProLicense	Pro License Bundle	14	\$4,179.34	\$0.00	\$4,179.34
Year 5	T7Cert	2021 Taser 7 Certification Bundle	5	\$3,550.20	\$0.00	\$3,550.20
Total				\$111,043.48	\$0.00	\$111,043.48

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract #00062609 and #00051144 (originated via Q-311566 and Q-310271) and is terminating that contract upon the new license start date (1/1/2023) of this quote.

The parties agree that Axon is granting a refund of \$2,375.83 to refund paid, but undelivered services. This discount is based on a ship date range of 12/1/2022-12/15/2022, resulting in a 1/1/2023 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

This quote is contingent upon agency payment of any outstanding invoices.

Signature

Date Signed

12/5/2022





Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-403359-44900.738TC

Issued: 12/05/2022

Quote Expiration: 12/31/2022

Estimated Contract Start Date: 11/01/2023

Account Number: 107277

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-25 4TH ST 25 4TH ST NE FARIBAULT, MN 55021-5206 USA	Faribault Police Department - MN 25 4TH ST FARIBAULT, MN 55021 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Tierney Conlon Phone: (480) 712-4910 Email: tconlon@axon.com Fax:	John Sherwin Phone: (507) 328-6932 Email: jsherwin@ci.faribault.mn.us Fax: (507) 287-7823

Quote Summary

Program Length	60 Months
TOTAL COST	\$83,723.85
ESTIMATED TOTAL W/ TAX	\$83,723.85

Discount Summary

Average Savings Per Year	\$15,334.79
TOTAL SAVINGS	\$76,673.95

Payment Summary

Date	Subtotal	Tax	Total
Oct 2023	\$16,744.73	\$0.00	\$16,744.73
Oct 2024	\$16,744.78	\$0.00	\$16,744.78
Oct 2025	\$16,744.78	\$0.00	\$16,744.78
Oct 2026	\$16,744.78	\$0.00	\$16,744.78
Oct 2027	\$16,744.78	\$0.00	\$16,744.78
Total	\$83,723.85	\$0.00	\$83,723.85

Quote Unbundled Price:	\$160,397.80
Quote List Price:	\$135,421.00
Quote Subtotal:	\$83,723.85

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$13,245.75)	(\$13,245.75)	\$0.00	(\$13,245.75)
Fleet3ARe	Fleet 3 Advanced Renewal	12	60	\$182.69	\$148.00	\$134.68	\$96,969.60	\$0.00	\$96,969.60
A la Carte Hardware									
72036	FLEET 3 STANDARD 2 CAMERA KIT	12			\$2,405.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$83,723.85	\$0.00	\$83,723.85

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	12	10/01/2023
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	12	10/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced Renewal	80400	FLEET, VEHICLE LICENSE	12	11/01/2023	10/31/2028
Fleet 3 Advanced Renewal	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	12	11/01/2023	10/31/2028
Fleet 3 Advanced Renewal	80402	RESPOND DEVICE LICENSE - FLEET 3	12	11/01/2023	10/31/2028
Fleet 3 Advanced Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	24	11/01/2023	10/31/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	12

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	12	10/01/2024	10/31/2028

Payment Details

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$2,649.15)	\$0.00	(\$2,649.15)
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	12	\$0.00	\$0.00	\$0.00
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	12	\$19,393.88	\$0.00	\$19,393.88
Total				\$16,744.73	\$0.00	\$16,744.73

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$2,649.15)	\$0.00	(\$2,649.15)
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	12	\$0.00	\$0.00	\$0.00
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	12	\$19,393.93	\$0.00	\$19,393.93
Total				\$16,744.78	\$0.00	\$16,744.78

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$2,649.15)	\$0.00	(\$2,649.15)
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	12	\$0.00	\$0.00	\$0.00
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	12	\$19,393.93	\$0.00	\$19,393.93
Total				\$16,744.78	\$0.00	\$16,744.78

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$2,649.15)	\$0.00	(\$2,649.15)
Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	12	\$0.00	\$0.00	\$0.00
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	12	\$19,393.93	\$0.00	\$19,393.93
Total				\$16,744.78	\$0.00	\$16,744.78

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$2,649.15)	\$0.00	(\$2,649.15)
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	12	\$0.00	\$0.00	\$0.00
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	12	\$19,393.93	\$0.00	\$19,393.93
Total				\$16,744.78	\$0.00	\$16,744.78

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract #00045810 (originated via Q-317942) and is terminating that contract upon the new license start date (11/1/2023) of this quote.

The parties agree that Axon is granting a refund of \$13,245.75 to refund paid, but undelivered services. This discount is based on a ship date range of 10/1/2023-10/15/2023, resulting in a 11/1/2023 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

This quote is contingent upon Agency payment of all outstanding invoices.

Signature

Date Signed

12/5/2022



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Faribault Police Department - MN the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: December 27, 2022
SUBJECT: Approve Lexipol Master Service Agreement

Background:

Lexipol provides public safety agencies with policy management and training designed to reduce risk. In April, the Faribault Police Department requested and received a proposal from Lexipol for the implementation of policy management and training services. Based on Lexipol's proposal, the Department requested funding for their services in 2023. Requested funds are accounted for within the approved 2023 budget. Lexipol is a preferred vendor of the Minnesota League of Cities, provides a technology platform for local policy management/training, and will allow the Department to transition from paper policy manuals.

Recommendation:

Approve Lexipol's Master Service Agreement

Attachments:

1. Faribault PD-MN Lexipol Proposal
2. Faribault PD-MN Lexipol Agreement



SOLUTIONS PROPOSAL



PREPARED FOR:

Faribault Police Department
Chief of Police John Sherwin
jsherwin@ci.faribault.mn.us
(507) 334-4305

PREPARED BY:

Karen James
kjames@lexipol.com
(949) 325-1230

2611 Internet Blvd, Ste 100
Frisco, Texas 75034
(844) 312-9500
www.lexipol.com

Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, state and federal accreditation, training, mental and physical wellness and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 10,000 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, accreditation, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated policies
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 440 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, achieve accreditation, develop training or wellness content, or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with Faribault Police Department to address your unique challenges.

Scope of Services

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Law Enforcement Operations Procedures

To ensure consistent, effective and safe operations, a law enforcement agency's procedures should align with its policies and be accessible in an easy-to-understand format. Lexipol's Law Enforcement Procedure Guide and Framework, based on national best practices, gives you the guidance and a template to build such a procedure manual.

- More than 40 procedure guides designed to help you ensure your procedures follow important policy requirements and national best practices
- Each procedure provides an editable template to conveniently author new content and merge existing agency content
- Procedures are aligned with Lexipol policy requirements to address the most important operations of a law enforcement agency
- Well-structured and policy-aligned procedures enhance preparation for accreditation assessments

Agency-Specific Content Extraction

This service is perfect for agencies that wish to populate one or more Supplemental Publication Service (SPS) manuals with their existing content. We'll do the heavy lifting of incorporating your agency's supplemental content (procedures, guidelines, general orders, training guide or a secondary policy manual) into the SPS. Access to an electronic copy of your existing content and a subscription to the Supplemental Publication Service (SPS) is required.

- Data entry of agency procedures or supplemental content into Lexipol's Knowledge Management System (KMS). Note: Lexipol reserves the right to limit the amount of content being imported into the SPS.
- Consistent, professional formatting for your agency's policy-related content
- Hyperlink related content for enhanced end-user experience

Standard Policy Cross-Reference

Making the transition to Lexipol starts with understanding how your agency's current policy content compares with Lexipol's master policy content. Our Standard Policy Cross-Reference service provides a logical method to distinguishing between the two.

- Analysis of your existing policies and procedures to identify content similar to Lexipol's state specific master content, as well as content unique to your jurisdiction and not covered within the Lexipol manual
- Your existing policies returned with annotations and tips to integrate into the Lexipol master content
- One-on-one review with your agency to discuss the cross-reference report

Implementation Policy Tier I: High-Risk Policies

Benefit from our proven, systematic approach to implementing policies. Tier I represents about 20% of the manual, including foundational policies necessary to provide structure and authority to your policy manual, as well as policies addressing high-risk, low-frequency and high-risk, high-frequency incidents. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Proposal

Prepared By: Karen James
Phone: (949) 325-1230
Email: kjames@lexipol.com

Quote #: Q-46293-2
Date: 10/7/2022
Valid Through: 12/30/2022

Overview

Lexipol empowers first responders and public servants to best meet the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support, committed to improving the quality of life for all community members. Our solutions include state-specific policies, online learning, behavioral health resources, funding assistance, and industry news and information offered through the websites Police1, FireRescue1, EMS1 and Corrections1. Lexipol serves more than 2 million public safety and government professionals in over 10,000 agencies and municipalities. The services proposed below are designed to meet your agency's specific goals and needs.

Annual Policy Subscription + One-Time Implementation (T1)

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/ Procedures (12 Months)	USD 15,609.00	5%	USD 780.45	USD 14,828.55
	Subscription Line Items Total			USD 780.45	USD 14,828.55
1	Law Enforcement Standard Policy Cross-Reference	USD 5,405.00		USD 0.00	USD 5,405.00
1	Law Enforcement Agency-Specific Content Extraction	USD 2,195.00		USD 0.00	USD 2,195.00
1	Law Enforcement Tier I Implementation	USD 7,245.00		USD 0.00	USD 7,245.00
	One-Time Line Items Total			USD 0.00	USD 14,845.00
				USD 780.45	USD 29,673.55
Annual Policy Subscription + One-Time Implementation (T1) Discount:					USD 780.45
Annual Policy Subscription + One-Time Implementation (T1) TOTAL:					USD 29,673.55

*Law Enforcement pricing is based on 35 Law Enforcement Sworn Officers. Cross Reference Professional Services pricing is based on 500 pages.

Discount Notes

Discount Policy: 5% annual subscription discount if agency starts with Lexipol on or before 12/30/2022.

Discount (13 months for 12 month rate) Agency can start with Lexipol as early as Nov 11, 2022, with no charge for the remainder of 2022. Agency will be invoiced in Dec 2022, with payment due in Jan 2023. Renewal each January.



MASTER SERVICE AGREEMENT

Agency's Name: Faribault Police Department
Agency's Address: 25 4th St NW
Faribault, Minnesota 55021

Attention: Chief John Sherwin

Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), which may include one or more Lexipol subsidiary entities, and the Agency identified above.

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions Specific to this Agreement

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Faribault Police Department

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Lexipol, LLC

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Annual Policy Subscription +
One-Time Implementation (T1)

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/ Procedures (12 Months)	USD 15,609.00	5%	USD 780.45	USD 14,828.55
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1	Law Enforcement Tier I Implementation	USD 7,245.00		USD 0.00	USD 7,245.00
	One-Time Line Items Total			USD 0.00	USD 14,845.00
				USD 780.45	USD 29,673.55
Annual Policy Subscription + One-Time Implementation (T1) Discount:					USD 780.45
Annual Policy Subscription + One-Time Implementation (T1) TOTAL:					USD 29,673.55

*Law Enforcement pricing is based on 35 Law Enforcement Sworn Officers. Cross Reference Professional Services pricing is based on 500 pages.

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol (or one of its subsidiaries, where applicable) upon the execution of this Agreement.

Discount Notes

Discount Policy: 5% annual subscription discount if agency starts with Lexipol on or before 12/30/2022.

Discount (13 months for 12 month rate) Agency can start with Lexipol as early as Nov 11, 2022, with no charge for the remainder of 2022. Agency will be invoiced in Dec 2022, with payment due in Jan 2023. Renewal each January.

Exhibit B

Terms and Conditions of Service

1. Definitions. For purposes of Lexipol's Terms and Conditions of Service (the "Terms"), each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections below. Depending on the selected Service(s), Agency may receive support from, and be invoiced by, a Lexipol subsidiary, including The Praetorian Group and/or Cordico Inc.

1.1 "Agency" means the department, agency, office, company, or other entity purchasing and/or otherwise subscribing to Lexipol products or services.

1.2 "Agreement" means the combination of (a) the cover sheet to which these Terms are attached; (b) Lexipol's subscription and pricing information sheets, which are typically included as an Exhibit A ("Services Being Purchased and Related Fees") or as set forth in any similar pricing sheet (including by way of addendum); and (c) these Terms.

1.3 "Derivative Work(s)" means work(s) based on Lexipol's Subscription Materials, or any substantive portion thereof. Derivative Works include revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Materials or any portion thereof are recast, transformed, or adapted. For purposes of the Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Materials. Further, "Derivative Work" includes any work considered a "derivative work" under United States copyright law.

1.4 "Effective Date" means the date specified on the cover sheet to which these Terms are attached, or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on the cover sheet or subscription and pricing sheet provided by Lexipol. If the Initial Term is not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 "Service(s)" means all Lexipol product(s) or service(s), including one-time and recurring (subscription) services, as may be offered by Lexipol and/or its subsidiaries and affiliates from time to time.

1.7 "Subscription Materials" means all policy manuals, supplemental publications, daily training bulletins, written content, images, videos, and all other data and multimedia provided by Lexipol and/or its licensors through the Services.

2. Term. The Agreement becomes enforceable upon signature by Agency's authorized representative. Following the Initial Term, the Agreement shall renew in successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the then-current term. The Initial Term and all Renewal Terms collectively comprise the "Term" of the Agreement.

3. Termination.

3.1 For Cause. The Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under the Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.2 For Convenience. The Agreement may be terminated for convenience (including lack of appropriation of funds by Agency) upon sixty (60) days written notice. Note: fees already paid for Services are not eligible for refund, proration or offset in the event of Agency's termination for convenience.

4. Effect of Expiration or Termination. Upon the expiration or termination of the Agreement for any reason, Agency's access to Lexipol's Services shall cease. Termination or expiration of the Agreement shall not, however, relieve either party from any obligation or liability that has accrued under the Agreement prior to the date of such termination or expiration, including payment obligations. The right to terminate the Agreement shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the parties are entitled at law or in equity. The provisions of Sections 1 (Definitions), 6 (Service-Specific Terms), 8 (Privacy Policy), 8 (Warranty Disclaimer), 9 (Confidentiality), 10 (Warranty Disclaimer), 11 (Limitation of Liability), 12 (General Terms), and this Section 4 shall survive the expiration or termination of the Agreement for any reason.

5. Fees and Invoicing. Unless otherwise agreed upon in writing, Lexipol (or, if applicable, The Praetorian Group or Cordico Inc.) will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to each Renewal Term. Agency will pay to Lexipol the fee(s) specified on each invoice within thirty (30) days following receipt of the invoice. All invoices will be sent to Agency at the address specified on the cover sheet to which these Terms are attached or as otherwise designated by Agency in writing. All payments will be made by electronic transfer of immediately available funds or by mailing a check to Lexipol at 2611 Internet Blvd, Ste 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All amounts required to be paid under the Agreement are exclusive of taxes and similar fees now in force or enacted in the future. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes properly imposed related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

6. Service-Specific Terms. The following sections apply to specific Lexipol Services:

6.1 Policy. Lexipol's policy Subscription Materials and Knowledge Management System ("KMS") are proprietary, protected under U.S. copyright, trademark, patent, and/or other applicable laws, and Lexipol reserves all rights not expressly granted in these Terms. Agency may prepare Derivative Works using Lexipol's Subscription Materials, but Lexipol shall remain the sole owner of all right, title and interest in and to them, including all copyrights, intellectual property rights, and other proprietary rights therein or pertaining thereto. Agency shall retain a perpetual, personal, non-sublicensable and non-assignable right to use the Subscription Materials for Agency's internal purposes but will not remove any copyright notice or other proprietary notice of Lexipol appearing thereon. Agency acknowledges and agrees that Lexipol shall have no responsibility to update such Subscription Materials beyond the Term of the Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works. Lexipol's Subscription Materials are to be treated as Confidential Information (per Section 9 herein), but Agency may disclose Subscription Materials pursuant to a valid court order, lawful government agency request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Agency acknowledges and agrees that all policies and procedures it implements have been individually reviewed and adopted by Agency, that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that Agency's highest-ranking official shall, for all purposes, be considered the "policy maker" with regard to same. Lexipol's KMS Service is subject to the Service Level Agreement attached to these Terms.

6.2 Learning. Lexipol's Learning Management System ("LMS"), offered by Praetorian Digital, is a proprietary Service protected under U.S. copyright, trademark, patent, and other laws. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency's right to use the LMS is limited to the rights expressly granted in the Agreement. Agency Data, defined as data owned by Agency prior to the Effective Date or which Agency provides during the Term for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service, remains Agency's property. Lexipol retains no right or interest in Agency Data and shall return or destroy Agency Data following termination of the Agreement. Lexipol's LMS Service is subject to the Service Level Agreement attached to these Terms.

6.3 Wellness. This Section applies when Agency subscribes to Lexipol's Wellness Application ("Wellness App") offered by Cordico®. All Subscription Materials delivered by the Wellness App, including but not limited to all object and source code, all information created, developed, or reduced to practice, and all written, image-based, or video-based content underlying the Wellness App that is not specifically provided by Agency is the proprietary intellectual property of Lexipol and/or its suppliers or licensors, protected to the maximum extent permitted by trademark, copyright, and patent laws. Agency is granted a nonexclusive limited right to access the Wellness App during the Term. If the Agreement is terminated or expires for any reason, Agency shall lose access to the Wellness App and to all associated Subscription Materials and shall discontinue all use of the same for any purpose. Nothing in this section or these Terms shall be construed as conferring any right of ownership or use to the Wellness App, whether by estoppel, implication or otherwise.

6.4 Grants. This Section applies when Agency selects Lexipol's Grant Writing, Consulting, and/or GrantFinder services. For Grant Writing services, Agency takes full responsibility for submitting information reasonably required by Lexipol's grant writing team in a timely manner (at least five (5) days prior to the applicable grant application close date). Agency is responsible for all submissions of final grant applications by grant deadlines, but Lexipol shall be considered Agency's duly authorized representative for submissions where applicable. Failure to submit requested materials to write grant applications on time will result in rollover of project services and fees to next grant application cycle; not a refund of the fees. Requests for cancellation of Grant Writing services will result in a 50% fee of the total value of the service. Invoices for Grant Writing services will be sent as soon as work begins for the applicable target grant. Complete payment must be received no later than thirty (30) days after receipt of invoice. In the event Agency has not made timely payment on an invoice, Lexipol reserves the right to suspend all grant Services to Agency until past-due payments are received in full, and may terminate Agency's access to GrantFinder, if applicable. Invoices over thirty (30) days past due may be charged a twenty-five dollar (\$25) late fee.

6.5 Generally; Injunctive Relief. Nothing in the Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, KMS, LMS, Wellness App, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not, and may not assist others to, decompile, disassemble, reverse engineer, or otherwise attempt to discover any object code, source code, or proprietary data underlying the Services. Agency grants all rights and permissions in or relating to Agency Data as are necessary to Lexipol to enforce the Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.

7. Account Security. The rights to access and use the Services under the Agreement are personal and unique to Agency and Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains solely responsible for maintaining the confidentiality of Agency's username(s) and password(s) and the security of Agency's account(s), meaning the account by which Agency accesses the Services. Agency will not permit access to Agency's account(s) or use of Agency's username(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's username(s) and/or password(s).

8. Privacy Policy. Lexipol will hold Agency Data in confidence unless required to provide access in accordance with a court order, government agency request, or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's systems use the Secure Socket Layer (SSL) Protocol for Lexipol Services, which encrypts information as it travels between Lexipol and each Agency. However, Agency acknowledges and agrees that data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through the Services is 100% secure. Agency acknowledges that Lexipol may provide view-only access and summary information (which may include number of policies developed or in development, percentage of staff reviews of developed policies and DTBs) to Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association if they are actively funding member Agency Subscription Fees.

9. Confidentiality. During the term of the Agreement, either party may be required to disclose information to the other party that is marked “confidential” or is of such a type that the confidentiality thereof is reasonably apparent (collectively, “Confidential Information”). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party’s directors, officers, employees, agents and other representatives (collectively “Representatives”) who have a need to know such Confidential Information in connection with the Services; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in the Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. Notwithstanding the foregoing, a party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party’s personnel or agents.

10. Warranty Disclaimer. ALL SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED “AS-IS” AND LEXIPOL DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

11. Limitation of Liability. Lexipol’s cumulative liability resulting from any claims, demands, or actions arising out of or relating to the Agreement, the Services, or the use of any Subscription Materials shall not exceed the aggregate amount of subscription fees actually paid to Lexipol by Agency for the associated Services during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether the subject claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

12. General Terms.

12.1 General Interpretation. The language used in the Agreement and these Terms shall be deemed to express the mutual intent of Lexipol and Agency. The Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement.

12.2 Invalidity of Provisions. Each of the provisions contained in the Agreement and these Terms is distinct and severable. A declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of the Agreement to be invalid or unenforceable, the parties agree that the court should endeavor to give effect to the parties’ intention as reflected in such provision to the maximum extent possible.

12.3 Waiver. Lexipol’s failure to exercise, or delay in exercising, any right or remedy under any provision of the Agreement shall not constitute a waiver of such right or remedy.

12.4 Governing Law. The Agreement shall be construed in accordance with, and governed by, the laws of the State in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

12.5 Compliance with Laws. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders promulgated by any federal, state, or local government body or agency relating to its obligations pursuant to the Agreement and these Terms.

12.6 Attorney's Fees. If any action is brought by either party to the Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

12.7 Notices. Any notice required by the Agreement or given in connection with it shall be in writing and shall be made by certified mail (postage prepaid), recognized overnight delivery service, or (if mutually agreed upon) by email to authorized recipients at such address as each party may indicate from time to time. Alternatively, electronic mail or facsimile notice to established and authorized recipients is acceptable when acknowledged by the receiving party.

12.8 Entire Agreement. The Agreement, including these Terms, embodies the entire agreement and understanding of the parties hereto and expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by any party hereto that is not embodied in the Agreement. Terms and conditions set forth in any purchase order or any other form or document that are inconsistent with or in addition to the terms and conditions set forth in the Agreement are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification, and shall not be considered binding unless specifically agreed to in writing by both parties. No amendment, modification, or supplement to the Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

12.9 Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document for purposes of the Agreement.

Lexipol Service Level Agreement for Cloud-Based Services

- 1. Response Times.** For issues relating to Lexipol's online, cloud-based Services (e.g. KMS, LMS, Wellness), Lexipol will make an industry standard and commercially reasonable effort to respond promptly (via Lexipol's Normal Support Channels) within two (2) Business Days after receipt.
- 2. Uptime Commitment.** The Uptime Percentage for the Service will be ninety-nine and five-tenths percent (99.5%) (the "Uptime Commitment"). Subject to the exclusions described in below, "Uptime Percentage" is calculated by subtracting from 100% the percentage of 1-minute periods during any annual billing cycle in which Agency's selected Service(s) are unavailable out of the total number of minutes in that billing cycle. "Unavailable" and "Unavailability" mean that, in any 1-minute period, all connection requests received by Agency failed to process (each a "Failed Connection"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (i.e. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Yearly Uptime Percentage will be measured based on the industry standard monitoring tools.
- 3. Exclusions from Uptime Percentage.** All Service Unavailability resulting from the following will be excluded from calculation of Uptime Percentage: (a) Regularly-scheduled maintenance of the Service that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's support channels (Lexipol typically schedules such regularly scheduled maintenance once per month); (b) Any failures of the Lexipol Standard and Custom Reporting Services that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's Normal Support Channels; (c) Any issues with a third-party service to which Agency subscribes but does not control; (d) Any problems not caused by Lexipol that result from, computing or networking hardware, other equipment or software under Agency's control, the Internet, or other issues with electronic communications; (e) Lexipol's suspension or termination of the Service in accordance with the Terms; (f) Exceeding Lexipol's published Concurrent Request Limits; (g) Software that has been subject to unauthorized modification by Agency; (h) Negligent or intentional misuse of the Service by Agency.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: December 27, 2022
SUBJECT: Resolution 2022-271 Impose Monetary Fines for Off-Sale, Club and/or On-Sale and Sunday Liquor Licensees for Compliance Check Failures

Background:

The Faribault Police Department executed compliance checks at licensed liquor establishments on November 5, 2022. Alcohol was sold to a person under the age of 21 at the following locations:

- Walmart, dba Walmart-Liquor Box – Off-Sale
- Hy-Vee Inc., dba Market Cafe - On-Sale/Sunday
- American Legion Post 43 - Club/Sunday

Section 4-23 of the Faribault City Code and Minnesota Statutes, Section 340A.503 expressly prohibit selling alcoholic beverages to any person under 21 years of age and pursuant to the penalties outlined in Section 4-24 of the Faribault City Code, and further authorized in Minnesota Statutes, Section 340A.415, a suspension or a monetary fine of the above-referenced liquor licenses is warranted.

On November 28, 2022, Staff mailed a written notice to each licensee informing them of the City's intent to suspend or fine each licensed establishment. The notices also informed each licensee of its right to request a hearing in writing within 10 days. No written requests for a hearing were received. Staff contacted each licensee and all requested that a monetary fine be imposed for their violation.

Recommendation:

Approve Resolution 2022-271 Impose Monetary Fines for Off-Sale and/or On-Sale and Sunday Liquor Licensees for Compliance Check Failures

Attachments:

Agenda Item: 4.F

1. Resolution 2022-271 Impose Monetary Fines for Off-Sale, Club and/or On-Sale and Sunday Liquor Licensees for Compliance Check Failures

CITY OF FARIBAULT

RESOLUTION #2022-271 IMPOSE MONETARY FINES FOR OFF-SALE, CLUB AND/OR ON-SALE AND SUNDAY LIQUOR LICENSEES FOR COMPLIANCE CHECK FAILURES

WHEREAS, the City of Faribault (the "City") recently received notice from the Faribault Police Department that on November 5, 2022, alcohol was sold to a person under the age of 21 at the following five licensed establishments during a compliance check:

Walmart, dba Walmart-Liquor Box – Off-Sale
Hy-Vee Inc., dba Hy-Vee Market Cafe – On-Sale/Sunday
American Legion Post 43 – Club/Sunday

; and

WHEREAS, the City, as the local liquor licensing authority, is responsible for ensuring that licensees within its jurisdiction comply with state and local laws related to alcohol sales; and

WHEREAS, Sec. 4-23 of the Faribault City Code and Minnesota Statutes, Section 340A.503 expressly prohibit selling alcoholic beverages to any person under 21 years of age; and

WHEREAS, pursuant to the penalties outlined in Sec. 4-24 of the Faribault City Code, and as further authorized in Minnesota Statutes, Section 340A.415, a \$500.00 fine for Hy-Vee Inc., dba Hy-Vee Market Cafe – On-Sale/Sunday and American Legion Post 43 – Club/Sunday; and

WHEREAS, pursuant to the penalties outlined in Sec. 4-24 of the Faribault City Code, and as further authorized in Minnesota Statutes, Section 340A.415, a \$1,000 fine Walmart, dba Walmart-Liquor Box – Off-Sale is warranted for a second violation in 36-months; and

WHEREAS, on November 28, 2022 City staff mailed written notice to each licensee informing them of the City's intent to either suspend each license for one day or fine the establishment \$500.00 for a first-time violation or suspend each license for two days or fine the establishment \$1,000.00 for a second violation in 36-months pursuant to the aforementioned authority; and

WHEREAS, said mailed notices also informed each licensee of its right to

request a hearing in writing within 10 days; and

WHEREAS, none of the licensees have made a written request for a hearing.

NOW, THEREFORE BE IT RESOLVED, that the above recitals are adopted as the City Council's express findings of fact and each recital is incorporated into this Resolution as if fully set forth herein.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the three liquor licensees named above shall be fined \$500.00 for their first violation or \$1,000.00 for their second violation pursuant to Sec. 4-24 of the Faribault City Code.

NOW, THEREFORE BE IT FINALLY RESOLVED, that City staff shall mail a copy of this Resolution to each licensee affected and inform them of the fine. City staff, including the Faribault Police Department, shall take reasonable steps to enforce this Resolution as it deems necessary.

Date Adopted: December 27, 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: December 27, 2022
SUBJECT: Resolution 2022-273 Accept Donations to the City of Faribault

Background:

The Faribault Police Department recently received total donations of \$1,100.00. Cortlan and Charlotte Christiansen gave \$100.00. Kwik Trip gifted \$1,000.00. Both were given in appreciation of everything the Police Department does for the citizens of Faribault. Based on discussions between Chief Sherwin and command staff, it was determined the funds would go towards officers' mental wellness.

The Fire Department received donations of \$1,130 from Mike and Carmen Monge and \$1,000.00 from Kwik Trip. These donations were given as a thank you for everything the Fire Department does for the community. It was determined by Chief Dienst and his captains that the funds would be put towards safety equipment and the well being of the firefighters.

Recommendation:

Approve Resolution 2022-273 Accept Donations to the City of Faribault Police Department and Fire Department

Attachments:

1. Resolution 2022-273 Accept Donations to the City of Faribault

CITY OF FARIBAULT

RESOLUTION #2022-273

ACCEPT DONATIONS TO THE CITY OF FARIBAULT

WHEREAS, a total of \$1,100.00 has been donated to the Faribault Police Department; and

WHEREAS, a total of \$2,130 has been donated to the Faribault Fire Department.

WHEREAS, based on discussions between Chief Sherwin and command staff, it was determined to apply the funds toward the officers' mental wellness; and

WHEREAS, based on discussions between Chief Dienst and the department's captains, it was determined to apply the funds towards safety equipment and the metal wellness of its firefighters.

NOW, THEREFORE BE IT RESOLVED, the total \$1,100.00 donation will be accepted and utilized for the mental wellness of the Faribault Police Officers.

ALSO BE IT RESOLVED, the total \$2,130 donation will be accepted and utilized for safety equipment and the mental wellness of the Faribault Firefighters.

Date Adopted: December 27, 2022.

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: December 27, 2022
SUBJECT: Approve Right of Entry Agreement for 2915 2nd Avenue NW

Background:

As part of the Trunk Highway 3 & 30th Street NW roundabout project, City Contract 2023-04, a temporary construction easement is needed from the property at 2915 2nd Avenue NW. The attached right of entry agreement grants the necessary construction access to complete the work and approves payment for said temporary easement.

Recommendation:

Approve Right of Entry Agreement for 2915 2nd Avenue NW

Attachments:

1. Right of Entry Agreement for 2915 2nd Ave NW

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT, made on this 7th day of December, 2022, by and between THOMAS MITCHELL, a Single Person, ("Owner") and CITY OF FARIBAULT, a Minnesota municipal corporation, ("City").

RECITALS

A. Owner is the fee simple owner of the real estate located at 2915 2nd Avenue NW, Faribault, Rice County, Minnesota 55021 (PID 18.19.1.50.004), legally described as follows (the "Property"):

See Exhibit "A"

B. City is proposing to undertake roadway and utility improvements on and adjacent to the Property, identified as the Trunk Highway 3 and 30th Street NW Roundabout Improvements S.P. 125-010-017 & 6612-102, which requires a temporary construction easement on a portion of the Property as shown on Exhibit B, attached hereto and made a part hereof (the "Parcel Sketch").

AGREEMENT

NOW, THEREFORE, in consideration of the premises and their mutual promises, the parties hereto hereby agree as follows:

1. Right of Entry. Effective upon the date specified in the notice required at paragraph 2(a) below, Owner hereby grants to City, its agents, employees, contractors and invitees the right to enter upon the Property to the minimal extent required for the purpose of roadway and utility construction and related work.

2. Consideration. In consideration for such right of entry, City agrees to:
- a) Notify Owner at least five (5) business days in advance of the date and time that the City's use of the Property will commence under this Agreement;
 - b) Do no unnecessary damage to the Property and restore the Property to substantially the same condition as the condition in which it was found by City at the time of City's entry upon the Property pursuant to this Agreement;
 - c) Not levy any special assessments against the Property now or in the future

Owner:

By:


Thomas Mitchell

City:
CITY OF FARIBAULT

By:

Kevin Voracek
Mayor

Its:

By:

Timothy C. Murray
City Administrator

Its:

(Remainder of page left intentionally blank)

EXHIBIT A

Parcel 2

Temporary Construction Easement Description:

A temporary easement for construction purposes over, across, on, under, and through the following described property:

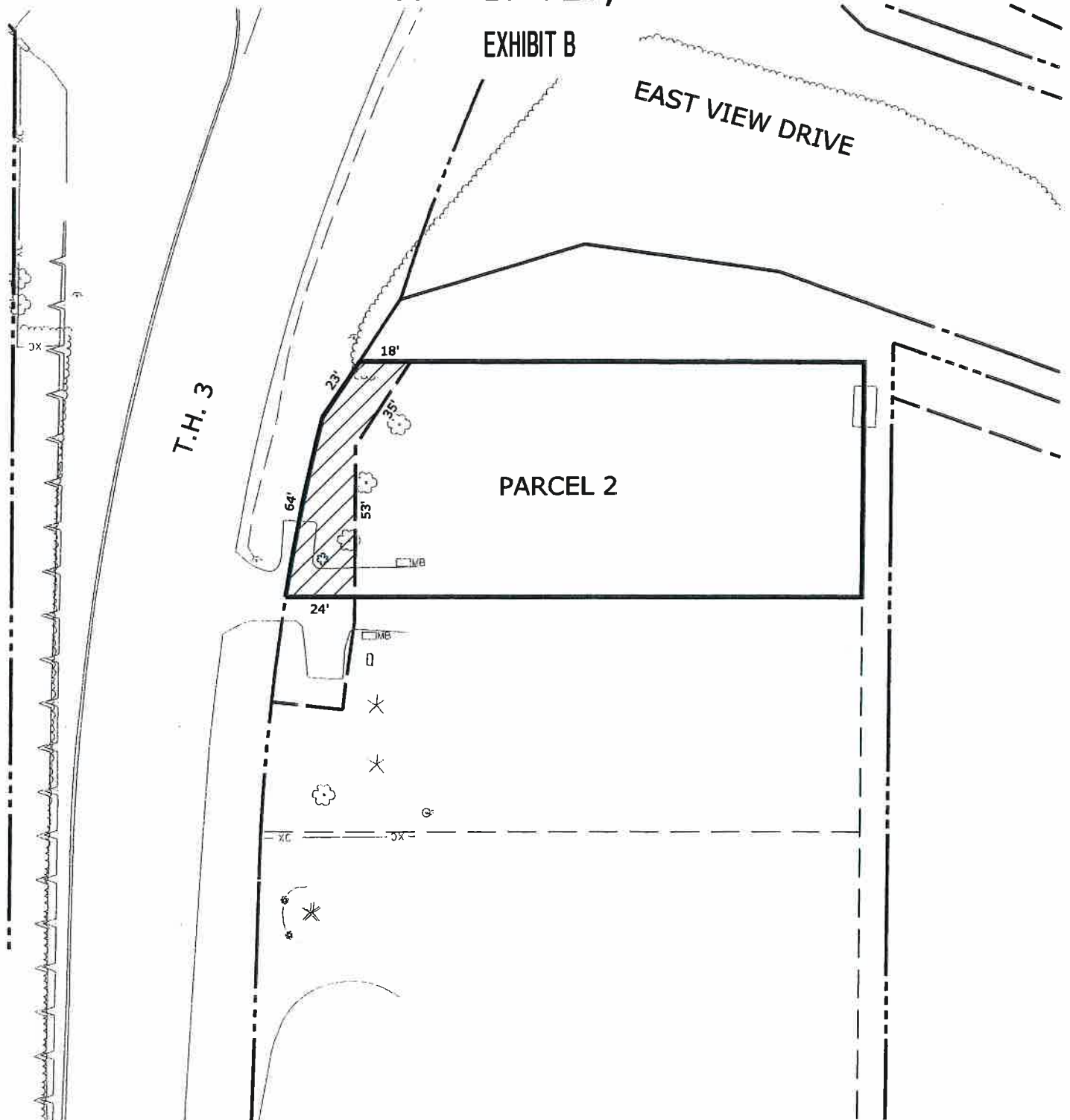
The North Five (5) rods of the South Sixty-six (66) rods of the West Sixteen (16) rods of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE 1/4) in Section 19, Township 110 North, Range 20 West of the Fifth Principal Meridian, Rice County, Minnesota; EXCEPT that part of the Southwest Quarter of the Northeast Quarter of Section 19, Township 110 North, Range 20 West, shown as Parcel 202A on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 66-4, Rice County, Minnesota.

Said temporary easement is described as follows:

Commencing at the northeast corner of the above described property; thence on an assumed bearing of North 89 degrees 42 minutes 22 seconds West along the north line of said property a distance of 176.46 feet to the intersection with the easterly right-of-way line of Trunk Highway No. 3, said intersection being the northeast corner of Parcel 202A on Minnesota Department of Transportation Right of Way Plat No. 66-4 and the point of beginning of the land being described; thence South 89 degrees 42 minutes 22 seconds East along said north line a distance of 17.89 feet; thence South 33 degrees 20 minutes 27 seconds West a distance of 35.06 feet; thence South 00 degrees 15 minutes 00 seconds West a distance of 53.28 feet to the south line of the property described above; thence North 89 degrees 42 minutes 36 seconds West along said south line a distance of 23.99 feet to said easterly right-of-way line; thence northerly along said easterly right-of-way line a distance of 64.31 feet to Point B8 on said Right of Way Plat No. 66-4, said easterly right-of-way line being a non-tangential curve concave to the east having a radius 773.51 feet, a central angle of 4 degrees 45 minutes 50 seconds, and the chord of said curve is 64.29 feet in length and bears North 11 degrees 26 minutes 40 seconds East; thence North 33 degrees 20 minutes 42 seconds East along said easterly right-of-way line a distance of 23.37 feet to the point of beginning.

Said temporary easement will expire MARCH 1st, 2025

TH 3 & 30TH ST NW ROUNDABOUT PROPERTY EXHIBIT FARIBAULT, MN



OWNER: THOMAS MITCHELL

PARCEL 2

S.P. 6612-102 & S.P. 125-010-017

PID 18.19.1.50.004

TEMPORARY EASEMENT (1,530 SQ. FT.)



LEGEND

- DENOTES PARCEL LINE
- DENOTES EXISTING R/W LINE
- DENOTES PROPOSED R/W LINE
- DENOTES PERMANENT EASEMENT LINE
- DENOTES TEMPORARY EASEMENT LINE
- EXISTING TREE
- REMOVE TREE



Stonebrooke



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: December 27, 2022
SUBJECT: Approve Right of Entry Agreement for 2913 2nd Avenue NW

Background:

As part of the Trunk Highway 3 & 30th Street NW roundabout project, City Contract 2023-04, a temporary construction easement is needed from the property at 2913 2nd Avenue NW. The attached right of entry agreement grants the necessary construction access to complete the work and approves payment for said temporary easement.

Recommendation:

Approve Right of Entry Agreement for 2913 2nd Avenue NW

Attachments:

1. Right of Entry Agreement for 2913 2nd Ave NW

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT, made on this 28th day of November 2022, by and between DAVID YETZER AND RACHEL YETZER, Husband and Wife, ("Owner") and CITY OF FARIBAULT, a Minnesota municipal corporation, ("City").

RECITALS

A. Owner is the fee simple owner of the real estate located at 2913 2nd Avenue NW, Faribault, Rice County, Minnesota 55021 (PID 18.19.1.50.005), legally described as follows (the "Property"):

See Exhibit "A"

B. City is proposing to undertake roadway and utility improvements on and adjacent to the Property, identified as the Trunk Highway 3 and 30th Street NW Roundabout Improvements S.P. 125-010-017 & 6612-102, which requires a temporary construction easement on a portion of the Property as shown on Exhibit B, attached hereto and made a part hereof (the "Parcel Sketch").

AGREEMENT

NOW, THEREFORE, in consideration of the premises and their mutual promises, the parties hereto hereby agree as follows:

1. Right of Entry. Effective upon the date specified in the notice required at paragraph 2(a) below, Owner hereby grants to City, its agents, employees, contractors and invitees the right to enter upon the Property to the minimal extent required for the purpose of roadway and utility construction and related work.

2. Consideration. In consideration for such right of entry, City agrees to:

- a) Notify Owner at least five (5) business days in advance of the date and time that the City's use of the Property will commence under this Agreement;
- b) Do no unnecessary damage to the Property and restore the Property to substantially the same condition as the condition in which it was found by City at the time of City's entry upon the Property pursuant to this Agreement;
- c) Not levy any special assessments against the Property now or in the future

for the roadway and utility improvements proposed to be constructed under this Agreement.

3. Acknowledgement. In executing this Agreement, the Owner hereby acknowledges the following:

- a) That they are owner of the Property and have the right, title and capacity to execute this Agreement and convey to the City the rights granted herein.
- b) That the improvements proposed to be constructed under this Agreement benefit the Property, and they are executing this Agreement in exchange for the benefit derived from the improvements, with no other compensation due.
- c) This Agreement shall be valid and binding on the Property through March 1, 2025.

4. Incorporation of Recitals and Exhibits. The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

5. Governing Law. This Agreement shall be interpreted in accordance with the laws of the state of Minnesota.

6. Notices and Demands. All notices, demands or other communications under this Agreement shall be effective only if made in writing and shall be sufficiently given and deemed given when delivered personally, transmitted by facsimile, or mailed by certified mail, return receipt requested, postage prepaid, properly addressed as follows:

If to Owner: David Yetzer
Rachel Yetzer
2913 2nd Avenue NW
Faribault, MN 55021

If to City: City of Faribault
Attn: Tim Murray
208 N.W. 1st Avenue
Faribault, MN 55021

Or to such other persons as the parties may from time to time designate in writing and forward to the other persons entitled to receive notice as provided in this section.

7. Amendment. This Agreement may be amended by the parties hereto only by written instrument executed with the same procedures and formality as were followed in the execution of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their names and on their behalves on or as of the above date.

Owner:

City:
CITY OF FARIBAULT

By:

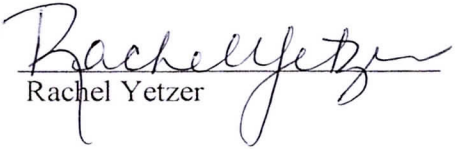

David Yetzer

By:

Kevin Voracek
Mayor

Its:

By:


Rachel Yetzer

By:

Timothy C. Murray
City Administrator

Its:

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Parcel 1

Temporary Construction Easement Description:

A temporary easement for construction purposes over, across, on, under, and through the following described property:

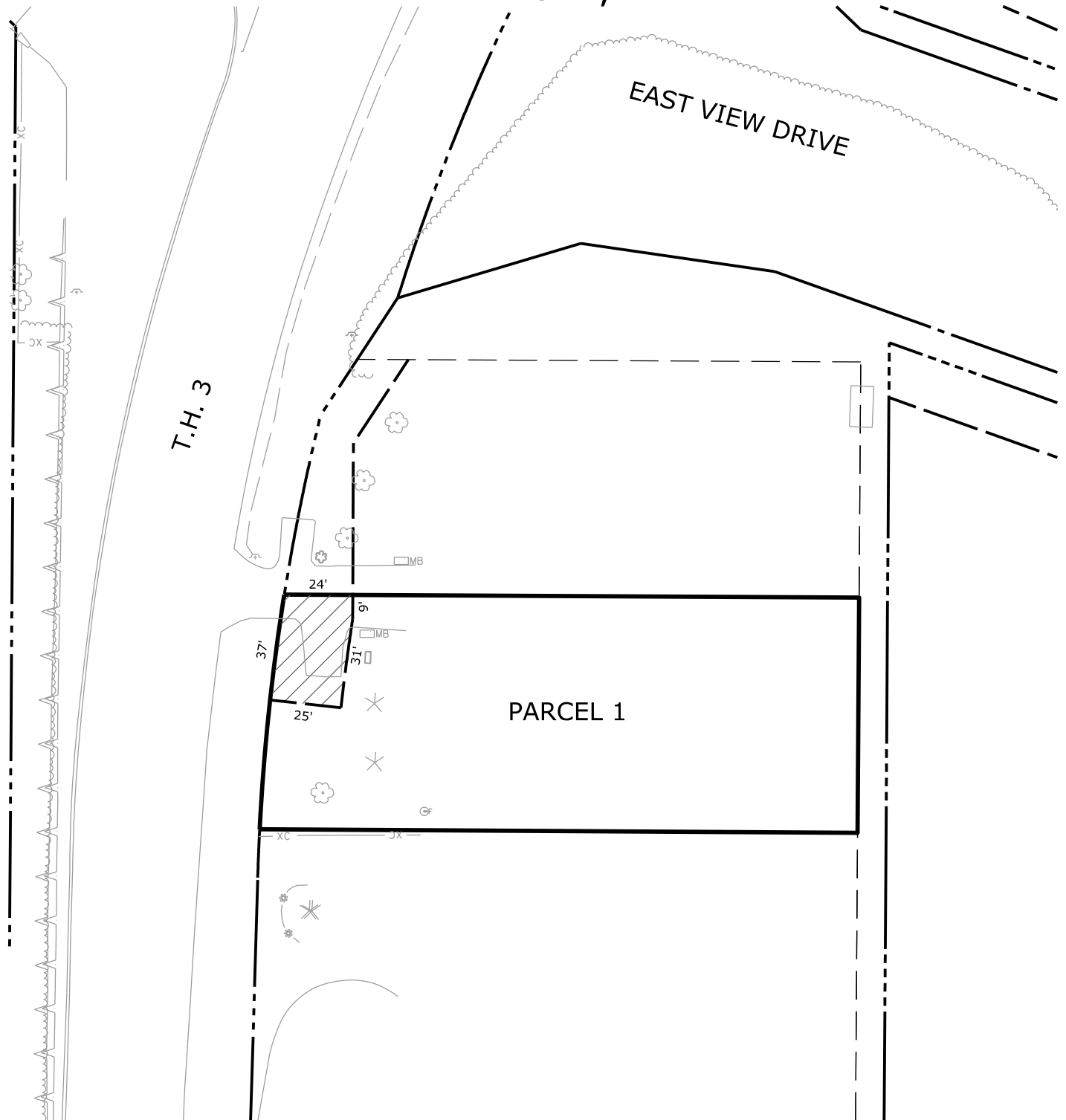
The North 5 Rods of the South 61 Rods of the West 16 Rods of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) in Section 19, Township 110 North, Range 20 West of the Fifth Principal Meridian, subject to Trunk Highway No. 218 over and across the West Side thereof.

Said temporary easement is described as follows:

Commencing at the northeast corner of the above described property; thence on an assumed bearing of North 89 degrees 42 minutes 36 seconds West along the north line of said property a distance of 201.50 feet to the intersection with the easterly right-of-way line of Trunk Highway No. 3, said intersection being the northeast corner of Parcel 202B on Minnesota Department of Transportation Right of Way Plat No. 66-4 and the point of beginning of the land being described; thence South 89 degrees 42 minutes 36 seconds East along said north line a distance of 23.99 feet; thence South 00 degrees 15 minutes 00 seconds West a distance of 8.50 feet; thence South 07 degrees 30 minutes 06 seconds West a distance of 31.29 feet; thence North 83 degrees 49 minutes 23 seconds West a distance of 25.00 feet to said easterly right-of-way line; thence northerly along said easterly right-of-way line a distance of 37.30 feet to the point of beginning, said easterly right-of-way line being a non-tangential curve concave to the east having a radius 773.51 feet, a central angle of 2 degrees 45 minutes 46 seconds, and the chord of said curve is 37.29 feet in length and bears North 07 degrees 40 minutes 53 seconds East.

Said temporary easement will expire _____.

TH 3 & 30TH ST NW ROUNDABOUT PROPERTY EXHIBIT FARIBAULT, MN



OWNER: DAVID AND RACHEL YETZER

PARCEL 1

S.P. 6612-102 & S.P. 125-010-017

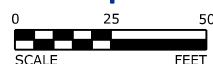
PID 18.19.1.50.005

TEMPORARY EASEMENT (963 SQ. FT.)

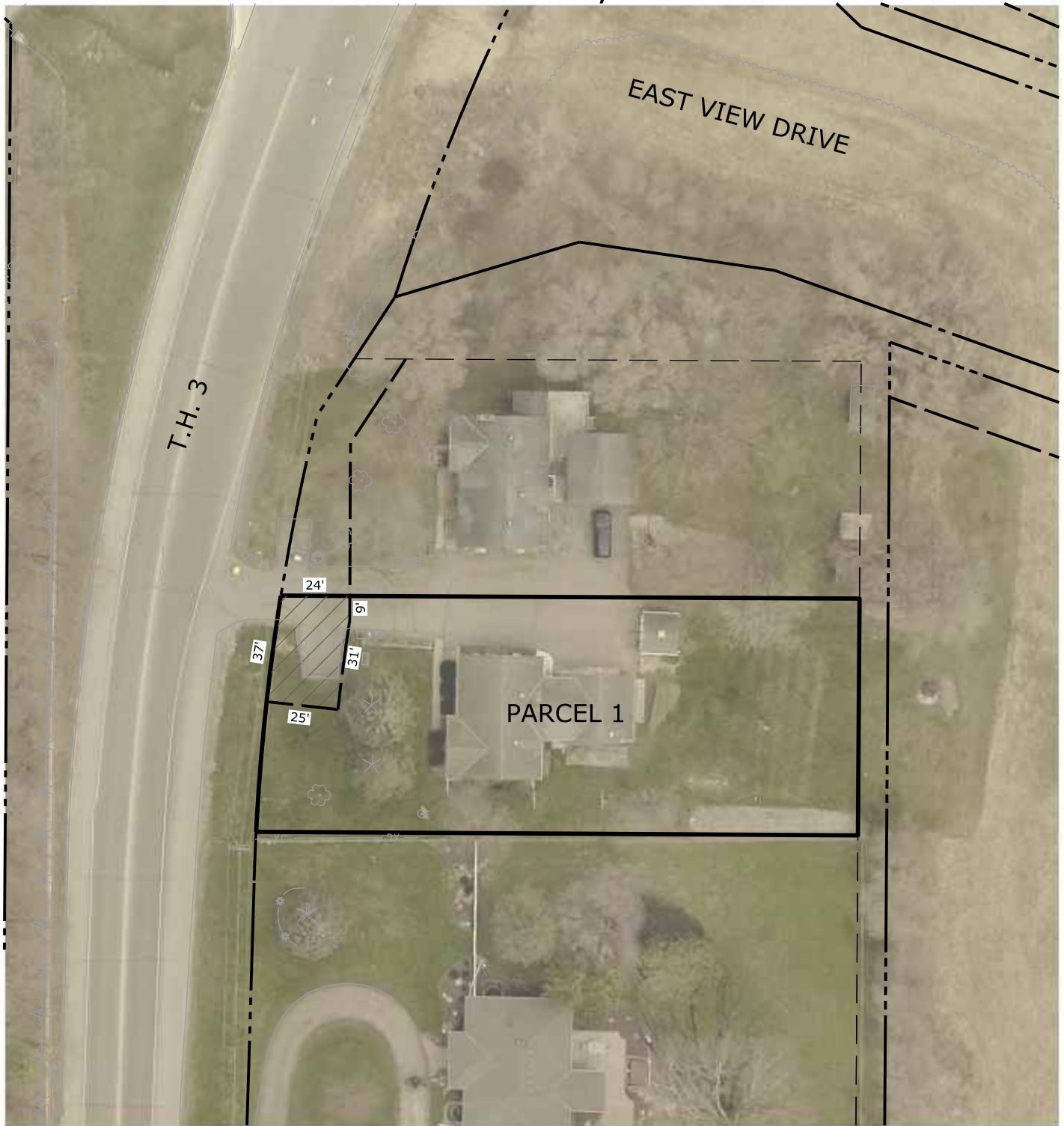


LEGEND

- DENOTES PARCEL LINE
- DENOTES EXISTING R/W LINE
- DENOTES PROPOSED R/W LINE
- DENOTES PERMANENT EASEMENT LINE
- DENOTES TEMPORARY EASEMENT LINE
- EXISTING TREE
- REMOVE TREE



TH 3 & 30TH ST NW ROUNDABOUT PROPERTY EXHIBIT FARIBAULT, MN



OWNER: DAVID AND RACHEL YETZER

PARCEL 1

S.P. 6612-102 & S.P. 125-010-017

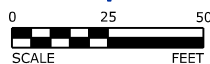
PID 18.19.1.50.005

TEMPORARY EASEMENT (963 SQ. FT.)



LEGEND

-  DENOTES PARCEL LINE
-  DENOTES EXISTING R/W LINE
-  DENOTES PROPOSED R/W LINE
-  DENOTES PERMANENT EASEMENT LINE
-  DENOTES TEMPORARY EASEMENT LINE
-  EXISTING TREE
-  REMOVE TREE



* DIMENSIONS OF EASEMENT AREAS ARE ROUNDED TO THE NEAREST FOOT SO MAY NOT MATCH SQUARE FOOTAGE LISTED.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Manager
MEETING DATE: December 27, 2022
SUBJECT: Resolution 2022-272 Approve Hiring Police Sergeant

Background:

Due to a retirement, there is a need to fill a Police Sergeant position. The position was posted internally from November 16, 2022 to November 30, 2022.

Six applications were received and all went through the interview process. Interview panels consisted of community members, command staff and Police Chief John Sherwin. From that process, John Gramling was selected as the candidate to be recommended for promotion.

Resolution 2022-272 recommends the hiring of John Gramling as Police Sergeant. John would be hired at Grade "L" Step 8 as per the Local 320 Police Supervisory CBA, with an effective date in his new position of January 1, 2023.

Recommendation:

Approve Resolution 2022-272, approving the hiring of John Gramling as Police Sergeant

Attachments:

1. 2022-272 Approve Hiring Police Sergeant

CITY OF FARIBAULT

RESOLUTION #2022-272

APPROVE HIRING POLICE SERGEANT

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

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

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

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that John Gramling shall be extended an offer of employment to fill the vacant Police Sergeant position.

Date Adopted: December 27, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Manager
MEETING DATE: December 27, 2022
SUBJECT: Approve Employment Agreement

Background:

The City Council has conducted an annual performance review of Timothy C. Murray, as City Administrator for the City of Faribault. As part of the evaluation process, the City Council evaluated Mr. Murray on productivity, cooperation, problem solving ability, leadership and several other areas. The process reached the following conclusions: Mr. Murray's performance exceeds or meets expectations in all areas. Goals, objectives and areas to focus on were given to Mr. Murray to work towards over the next year. As per Mr. Murray's employment agreement with the City of Faribault, and by exceeding or meeting all expectations, he will receive a one-step increase in wages Grade V Step 11 under the 2023 wage structure, a lump sum merit increase of \$2500, and also receive 50 hours of administrative leave, effective January 1, 2023.

Recommendation:

Approve Employment Agreement

Attachments:

1. Tim Murray City Administrator Agreement 2022-12-27

CITY ADMINISTRATOR EMPLOYMENT AGREEMENT REVISIONS AND COMPENSATION

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between the City of Faribault, a Minnesota municipal corporation (hereinafter referred to as the "City") and Timothy C. Murray (hereinafter referred to as the "Administrator") as of the 27th day of December 2022.

WHEREAS, the City wishes to engage the services of the Administrator as a professional for an unspecified time period; and

WHEREAS, the parties wish to set forth the terms and conditions of their relationship in this Agreement in order to assure the requisite flexibility to enable the Administrator to function as the City's chief administrative official; and

WHEREAS, the nature of the Administrator's position requires continued professional training and attendance at meetings during the evenings and other nontraditional work times.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this agreement, City and Administrator agree as follows:

Section 1. Employment. Administrator shall continue to be employed by the City as City Administrator, having been initially appointed to this position on January 15, 2018.

Section 2. Duties. The duties of the Administrator's position shall be set forth in the job description, City Charter and City ordinances and such other duties which are consistent therewith as may be assigned from time to time by the City Council.

Section 3. Discharge of Duties. Administrator shall be paid a salary as a professional exempt employee and shall not be paid overtime for hours in excess of 40 hours per week and similarly shall be able to be absent from work from time to time in consideration of the extraordinary time expenditures of the position. The discharge of Administrator's duties requires work outside the normal workday for meetings and projects. To that end, the Administrator will work flexible hours as is necessary to discharge the duties of his position.

Section 4. Participation in Employee Benefit.

A. Health Insurance. The City shall provide health coverage for the Administrator in the same fashion as it provides health insurance for non-union employees.

B. Life Insurance. The City shall provide life insurance coverage for the Administrator in the same fashion as it provides life insurance for non-union employees.

C. Except as otherwise specified within this Agreement, Administrator shall receive or be eligible to participate in any other benefits provided for non-union employees of the City generally.

D. At the present time, benefits provided by the City include medical, dental, long term disability, and life insurance (in an amount that is two times Administrator's annual salary) with an option to purchase additional life coverage. The City retains the right in the City's sole discretion to modify, change or eliminate any and all benefits provided by the City to employees and the Administrator specifically.

Section 5. Vacation, Holidays and Administrative Leave. Administrator shall accrue vacation time at the rate of 25 days per year, with a maximum accrual of 500 hours. Administrator shall not be required to use vacation leave except when absent from work and not performing the duties of the Administrator for more than half of a work day.

Administrator will be awarded 50 hours of banked administrative leave on January 1, 2023. The Administrator will be eligible to accrue Administrative leave, which will be capped at 500 hours.

Upon leaving the City's employment, for whatever reason, the Administrator shall be entitled to payment for all accrued and unused vacation and administrative leave at the Administrator's then current rate of compensation.

Administrator shall also have the same paid holidays off from work as the City's non-union employees.

Section 6. Sick Leave.

Administrator shall accrue days of sick leave at the same rate as other non-union employees to the annual maximum of 15 days (120 hours).

In the first payroll of December each year, the City shall pay for accrued sick leave in excess of 500 hours at a rate of 1 hour of pay for each 3 hours of accrued sick leave as per the non-union employee agreement.

Upon severance, pay for accrued sick leave shall be paid to the Administrator if leaving the City in good standing in the following amounts:

One-half of accrued sick leave for the first 500 hours.

One-third of accrued sick leave for any hours in excess of 500.

Sick leave severance benefits will be paid at the Administrator's regular rate of pay on the last date as an employee.

Section 7. Compensation.

A. Salary/Performance Evaluation. The Administrator's salary shall be \$182,010 (Grade V, Step 11), effective the date of January 1, 2023, based on the Administrator receiving an exceptional review for work performance in 2022. With their performance for 2022, the Administrator will also receive a lump sum merit of \$2,500, paid on the first payroll of 2023. Thereafter, future increases in salary are subject to satisfactory performance evaluations and City approval and shall be granted at the same time granted to other non-union employees. The Administrator shall also receive any negotiated Cost of Living Adjustment (COLA) awarded to all other non-union employees going forward.

B. Professional Membership Dues and Professional Subscriptions. The City will pay the cost of membership in the International City/County Management Association, the Minnesota City/County Management Association, the League of Minnesota Cities, and like organizations and subscriptions to professional journals and publications.

C. Participation in Professional Training/Development. The City agrees to budget and pay the travel and subsistence expenses for professional and official travel, meetings and occasions adequate to continue professional development. Administrator shall use good judgment on outside activities so as not to neglect the Administrator's primary duties to the City. Seminars and conferences Administrator may attend include, but not limited to, the International City/County Management Association, Minnesota City/County Management Association, Southeast Minnesota League, Economic Development Association of Minnesota and the League of Minnesota Cities. The City shall budget for and pay the travel and subsistence expenses for short courses or seminars that are necessary for the Administrator's professional development and for the good of the City as approved by the City Council.

Section 8. Expenses Incurred in Performing Duties. The City shall reimburse or directly pay for actual expenses reasonably incurred by the Administrator that are directly related to performing Administrator's duties. The parties contemplate that the Administrator will incur expenses for travel, attendance at meetings, etc.

Section 9. Retirement Benefits. The City shall pay the employer's portion of the Minnesota Public Employment Retirement Association (PERA) contribution on Administrator's salary, or the Administrator may opt out of PERA, if possible, and enroll in an approved deferred compensation plan with City contributions at the same percentage as contributed to PERA. The Administrator shall, in addition to the retirement benefits provided above, be allowed to participate, at Administrator's own expense, in IRS approved deferred compensation plans offered through the City.

Section 10. At-Will Employment Relationship. The Administrator will serve at the will of the City and will be subject to retention and/or dismissal at the discretion of the City. The City may cancel this Agreement at any time for any reason or no reason at all. Any of the following shall constitute termination with cause and shall render the Administrator ineligible for the severance payment identified herein:

1. Willful neglect of duty.
2. Gross inefficiency or incompetence in office that you have failed to correct after a reasonable written notice.
3. Malfeasance in office.

Should Administrator be terminated without cause, Administrator shall receive severance from the City equal to four months of salary and benefits.

Should Administrator decide to terminate his employment with the City, Administrator shall provide a minimum of 30 days' notice of the intent to terminate.

Section 11. Term. This Agreement shall be for a term commencing the December 27, 2022, and shall continue indefinitely, unless terminated by one or both of the parties as set forth in this Agreement.

Section 12. Indemnification. The City shall defend and indemnify the Administrator pursuant to Minnesota Statutes 466.07 and 465.76.

Nothing in this paragraph shall be deemed to be a waiver by the City of any limitations on liability set forth in Minnesota Statutes, Chapter 466.

Section 13. Merger. This Agreement supersedes all prior oral or written communications between the parties.

Section 14. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the employment relationship between the City and the Administrator, replaces all prior agreements or understandings, and the parties agree that there were no inducements or representations leading to the execution of this Agreement except as herein contained.

Section 15. Severability. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

Section 16. 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.

Section 17. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 18. Automobile Monthly Vehicle Allowance. The City agrees to pay to Administrator, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$450 per month, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. Administrator shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

Section 19. Cell Phones; City Equipment. Use of cell phones, computers and other City equipment shall be in accordance with applicable City policies.

Section 20. Outside Activities. The employment provided for by this Agreement shall be Administrator's full-time employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, Administrator may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or be a conflict of interest with his responsibilities under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 27th day of December 2022, and dates written below.

THE CITY OF FARIBAULT,
MINNESOTA

CITY ADMINISTRATOR

By: _____

Kevin F. Voracek

Its: Mayor

Date: _____

By: _____

Timothy C. Murray

Its: City Administrator

Date: _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Manager
MEETING DATE: December 27, 2022
SUBJECT: Approve MOU with Local 665 Firefighters

Background:

In discussions on employee recruitment and retention, the City Council agreed to offer an additional floating holiday for this contract and other compensation plans for calendar years 2023 and 2024.

Recommendation:

Approve MOU with Local 665 Firefighters

Attachments:

1. MOU Local 665 Firefighters 2022-2024

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the City of Faribault, hereafter called the City, and the Faribault Firefighters I.A.F.F. Local 665, hereafter called the Union.

WHEREAS, City and Union are parties to a collective bargaining agreement (CBA) for the time period of January 1, 2022 through December 31, 2024; and

WHEREAS, the City has considered additional incentives for retention and recruitment and with that add an additional floating holiday to the CBA Article 17 Holidays; and

NOW, THEREFORE, the City and Union agree to amend the CBA in accordance with the following terms and conditions of this MOU:

1. The City and Union agree that, for calendar years 2023 and 2024, Article 17 Holidays is hereby modified to increase the number of floating holidays from one (1) to two (2) per year.

(Note: Any other arrangements or changes to the Collective Bargaining Agreement between the City and Union shall be negotiated and/or changed through further Memoranda of Understanding.)

CITY OF FARIBAULT, MINNESOTA
A MUNICIPAL CORPORATION

FARIBAULT FIREFIGHTERS
LOCAL NO. 665 I.A.F.F.

Kevin F. Voracek, Mayor

Steward

Timothy C. Murray, City Administrator

Steward

Steward

Dated: _____, 2022



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: December 27, 2022
SUBJECT: Approve County Highway Maintenance Agreement with Rice County for 2022 & 2023

Background:

The most recent County Highway Maintenance Agreement with Rice County expired on December 31, 2021. Under the agreement, Rice County compensates the City for maintenance on County highways within City limits, including snow plowing, street sweeping, pothole patching, etc.

Staff has worked with Rice County to draft a new agreement. Under the proposed agreement, the compensation will increase 3% annually, to \$2,196.00/lane mile in 2022 and \$2,262.00/lane mile in 2023. The County will also pay the City a lump sum of \$6,228.00 in 2022 and \$6,415.00 in 2023 for mowing operations along CSAH No. 48. Total compensation for 2022 is \$17,208.00, increasing to \$17,725.00 in 2023.

The agreement was approved by the Rice County Board of Commissioners at their December 13, 2022 meeting.

Recommendation:

Approve County Highway Maintenance Agreement with Rice County for 2022 & 2023

Attachments:

1. Rice County Highway Maintenance Agreement 2022-2023

**COUNTY OF RICE AND CITY OF FARIBAULT
COUNTY HIGHWAY MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2022 by and between the County of Rice, acting by and through its Board of County Commissioners, hereinafter referred to as the "County", and the City of Faribault, Minnesota, acting by and through its City Council, hereinafter referred to as the "City", WITNESSETH:

WHEREAS, Pursuant to Minnesota Statutes §160.21 and §162.17, the parties hereto desire to enter into an agreement pertaining to the maintenance of County Highways within the corporate limits of the City for the years 2020 and 2021 upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE as follows:

I. County Highways Subject to City Maintenance

The City will, during the calendar years 2022 and 2023, provide the maintenance as outlined in this agreement on those portions of the following County State Aid Highways (CSAH) within the corporate limits of the City particularly described as follows:

Highway	Local Street Name	Segment Termini	Length (Miles)	# of Traffic Lanes	Lane Miles
CSAH 11	7th Street NW	T.H. 21 (Lyndale Ave.) to Wilson Ave.	0.07	4	0.28
	7th Street NW	Wilson Ave. to Western Ave.	0.58	2	1.16
	RoberdsLakeBlvd	Western Ave. to Belview Trl.	0.39	3	1.17
CSAH 19	Glynview Trail	CSAH 45 (Willow St.) to Sunshine Lane	0.67	2	1.34
CSAH 45	Willow Street	CSAH 19 (Glynview Trl.) to Albers Path	0.09	3	0.27
	Willow Street	Albers Path to CSAH 47 (17th St. SW)	0.39	2	0.78
		Totals	2.19		5.00

II. Maintenance Activities by City

The maintenance to be performed by the City on the County State Aid Highways and County Roads identified in Section I, shall consist of the following:

- (a) Maintain the county highway pavement according to industry standards and practices so as to keep the same smooth and in good repair, for the passage of traffic, and free from all obstructions and impediments to safe travel, to include routine minor maintenance such as filling of "potholes" and crack sealing.
- (b) Keep the traveled roadway reasonably free and clear, according to industry standards and practices and City policies, of ice, snow and debris all months of the year and

undertake proper sanding when necessary as determined by the City of Faribault Public Works Director or his/her designee.

- (c) Perform comprehensive semi-annual street sweeping, as part of City's regular schedule for spring and fall sweeping, and provide localized sweeping in response to spills on the roadway creating a hazardous or nuisance condition as determined by the City.
- (d) Maintain roadway markings, traffic control devices and safety devices in operating and usable condition.
- (e) Keep catch basin inlets reasonably free of debris to ensure proper drainage from the pavement is being maintained.
- (f) Maintain or cause to be maintained by the adjacent property owner(s), the roadside vegetation and landscaping in a neat and orderly fashion by mowing, trimming, and providing for noxious weed control in accordance with the City Code of Ordinances and policies.
- (g) Ensure that sidewalks/walkways/paths located in the boulevards are in good repair and snow and ice are removed in accordance with the City Code of Ordinances.
- (h) Install and maintain crosswalk and school zone pavement markings in those locations as deemed appropriate by the City.
- (i) It shall not be the obligation of the City under this agreement to do any work which shall consist of extraordinary maintenance, such as washouts, frost boils, etc., betterments, seal coating, construction or reconstruction. In the event the County should desire the City to do any such work the parties will enter into a separate agreement therefore. However, if the City becomes aware of such need, the City shall immediately notify the Rice County Highway Engineer or his/her designee of the need for extraordinary maintenance or of any conditions of these highways that would cause unnecessary or unreasonable risk to persons or property.
- (j) All materials used by the City in the performance of the work hereunder shall conform to the requirements of the current Minnesota Department of Transportation Standard Specifications for Construction, and all amendments and supplements thereto.

III. Limited Maintenance on CSAH No. 48 (Lyndale Ave.) from T.H. 60 to Highland Place

The City will maintain the traffic signal system (at Division Street) and street lighting along this highway segment including bulb replacement, painting, and general maintenance of the signal or light poles. The City will also be responsible for furnishing all electrical power for said street lights and traffic signal system. The City and County agree to split 50/50 any extraordinary costs associated with repair or replacement of the street lights and/or traffic signal system. Sweeping and sanding services may be provided by the City as a courtesy and are not included in the maintenance compensation included in this agreement. The City will be responsible for mowing the median area and the shoulder areas and maintaining other roadside vegetation at its discretion.

IV. Other Agreements

The City shall continue to provide the maintenance activities and meet the other obligations for facilities located on County State Aid Highways and County Roads within the corporate limits covered under separate agreements as follows:

- (a) CSAH 11 (7th Street NW) from 130 feet east of Wilson Ave. to Cannon River Bridge
1998 Cooperative Construction Agreement (SAP 66-611-08)
 - City responsible for proper maintenance of all storm sewer, sanitary sewer, and watermain facilities, and concrete sidewalks.
- (b) CSAH 19 (Glynview Trail) from CSAH 45 to 3600 feet southeast
1991 Cooperative Construction Agreement (SAP 66-619-12)
 - City responsible for proper maintenance of all storm sewer, sanitary sewer, watermain facilities, and concrete sidewalks.
- (c) CSAH 45 (Willow Street) from CSAH 19 to 850 feet south of Allen Path
2010 Cooperative Construction Agreement (SAP 66-645-05)
 - City responsible for proper maintenance of all sanitary sewer, watermain facilities, bituminous walkways, and concrete sidewalks.
- (d) CR 93 (Western Avenue) from Old 4th Street to City limits
1997 Cooperative Construction Agreement (CP 93-12)
 - City responsible for proper maintenance of all storm sewer, sanitary sewer, watermain facilities, and concrete sidewalks.

V. General Conditions

- (a) The County will furnish, install and maintain at all times suitable guide signs, warning signs, route markers and center lines for the guidance of traffic on such County Highways. The City will furnish, install and maintain at all times suitable regulatory, guide and warning signs that lie within the County highway right-of-way that are deemed necessary for all intersecting City streets along the mainline County Highways.
- (b) The City may partially block said highways within its corporate limits at such times as it becomes necessary for the performance of the services under this agreement and, in case of emergency where it is required, such highways may be wholly blocked and the passage of traffic thereon prevented by the City. At no time, however, shall the City continue to obstruct the free passage of traffic on said highways for a longer period of time than is reasonably required for making the necessary repairs thereon. The City may also permit the closing of such streets at such times as it is necessary for the repair or installation of water or gas mains, electric or telephone cables and sewers or services (reference item VI. (c) below). However, the City shall not cause any portion of said highways that is to be maintained hereunder to be closed to traffic for any reasons other than those above set forth and in no event for a time longer than shall be

necessary. In the event of the total blocking or closing of such County State Aid Highways or County Roads, the City shall ensure a suitable detour is provided during such time.

- (c) The City shall issue and administer necessary permits for excavations within the limits of any of the above roadways in accordance with the terms and conditions specified in the City's Right-of-Way Management Ordinance. The County shall retain permitting authority for accesses to the County Highways.

VI. Payments

- (a) The County will pay to the City the sum of Two Thousand, One Hundred Ninety-Six Dollars 00/100 (\$2,196.00) per lane mile in 2022 and for the performance of the work and labor and the furnishings of materials as set forth in Section I on County State Aid Highways and hereinbefore particularly set forth.
- (b) The County will pay to the City the sum of Two Thousand, Two Hundred Sixty-Two Dollars 00/100 (\$2,262.00) per lane mile in 2023 for the performance of the work and labor and the furnishings of materials as set forth in Section I on County State Aid Highways and hereinbefore particularly set forth.
- (c) The County will pay to the City the lump sum of Six Thousand Two Hundred Twenty-Eight Dollars 00/100 (\$6,228.00) in 2022 & Six Thousand Four Hundred Fifteen Dollars 00/100 (\$6,415.00) in 2023 for the performance of the work and labor and the furnishing of material for the mowing operations on CSAH No. 48 as set forth in Section III.
- (d) Payment under this agreement shall be made on an annual basis and as soon after January first of the year immediately following the year in which the maintenance was provided, upon submission by the City Director of Public Works of an invoice, approved by the County Highway Engineer of Rice County, verifying that all work was completed during the period for which payment is to be made, in full accordance with this agreement.

VII. Independent Contractor

It is further understood that all persons working on such highways are employees of the City or its contractors or agents and are in no way employed by the County. All contracts and agreements made by the City, with third parties for the performance of any work to be done under this agreement shall be subject to the terms of this agreement and comply with all State laws and requirements relating to contracts for the construction and maintenance of County State Aid Highways and County Roads.

VIII. Indemnification

The parties agree with the exception of the payments due and payable or to come due and payable as herein provided, neither the County of Rice, nor the Board of Commissioners, employee or agents of the County of Rice, either in their individual or official capacity, shall be responsible or liable in any manner to the City or to any person or persons whatsoever for any claim, demand, action, or causes of action of any kind or character arising out of or by reason of the execution of this agreement for

the negligent performance and completion of the work and improvements provided for herein or arising out of any contract let by the City for the performance of any of the work provided for herein, and the City agrees to save and keep the County, Board of County Commissioners, employees and agents harmless from all such claims, demands, actions or causes of action, and to defend the County, Board of Commissioners, employees, and agents against any and all thereof, except for the failure of the County to perform extraordinary maintenance as required by Section III thereof when properly notified of the need for such extraordinary maintenance, in which case the County shall assume such liability as the laws require.

IX. Termination

If the City fails to perform any of the work named herein under the terms of this agreement, the County may cause such work to be done and performed, and may retain from any moneys then due to the City under this agreement, or thereafter becoming due, any such amount as it required for the completion of such work, provided however, that this paragraph shall not be construed to relinquish any rights of action which may accrue on behalf of the County against the City for any breach of agreement.

Either party may terminate this agreement by notifying the other party in writing no less than 180 days prior to the expiration of the agreement.

IN WITNESS THEREOF, The City and the County have executed this agreement by their respective officers as of the date first written above.

COUNTY OF RICE

CITY OF FARIBAULT



Jim Purfeerst, Chairperson
Rice County Board of Commissioners

Kevin F. Voracek, Mayor
Faribault City Council

ATTEST:

ATTEST:



Sara Folsted, County Administrator
Rice County

Timothy C. Murray, City Administrator
City of Faribault



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: December 27, 2022
SUBJECT: Accept Quote for Data Consolidation and Utility Network Data Model Migration

Background:

Attached is a quote for \$13,000.00 from WSB, Minneapolis, MN for data consolidation and utility network data model migration for the geographic information system (GIS) mapping software that is used to manage Utility data. The work under the quote is necessary to clean-up issues with the GIS data in order to be able to implement assessment management software in 2023.

The 2022 Capital Improvement Plan (CIP) and budget have approved \$34,000.00 for the purchase of asset management software. It is proposed to use these funds for the data work in advance of implementing the asset management program software in 2023. Funding will be provided by the three (3) Enterprise Funds, Water Fund (601), Sanitary Sewer Fund (602) and Storm Water Fund (603).

Recommendation:

Accept Quote for Data Consolidation and Utility Network Data Model Migration from WSB Minneapolis, MN

Attachments:

1. WSB Quote

December 19, 2022

Mr. David Johnson
GIS Coordinator
City of Faribault
208 1st Avenue NW
Faribault, MN 55021

Re: Data Consolidation and Utility Network Data Model Migration

Dear Mr. Johnson:

On behalf of WSB, it is my pleasure to present you with this work plan to support the City's goal of implementing an Asset Management System by assisting in GIS data clean-up and standardization efforts.

Project Understanding

It is our understanding that the City would like their current GIS data consolidated into a single Geodatabase. The City currently has two databases housing GIS data, and a third database housing work order and task tracking information. Since the City's desired long-term goal is to move to an asset management system (AMS), that third database would be left untouched during this project knowing that workflow will change with the implementation of an AMS. Instead of migrating the work order tables into the new database, WSB will setup database views of those tables in the new database.

WSB will take the other two existing databases from the City and apply a standard data model, consolidating the data down into a single geodatabase. The public utility datasets will be converted into Esri's Utility Network data model, and the other datasets will be converted into a standard data model based on Esri's Local Government Information Model.

Scope of Work

1. Convert Utility Data into Utility Network Data Model

The first task of the project will be consolidating the public utility data (sanitary sewer, storm sewer, and water distribution) into a single database. The utility data will be migrated into Esri's Utility Network Data Model for feature class names, fields, and domains. Please note that we won't be checking for data connectivity (i.e., pipes snapped to manholes) or verifying topology as part of this step. WSB will also setup database views from the work order database. This creates a read-only copy of the tables in the new database that will be constantly updated when work orders are added. This is the first step that is necessary for a possible future implementation of Esri's Utility Network, and this is the most current data model to implement for utility data.

Cost: \$5,500

2. Consolidate and Apply Data Model to non-Utility Data

The second task of the project will be to consolidate all non-utility data into a single database and apply a standard data model. The data model used here will be a customized version of Esri's Local Government Information Model. Appropriate feature datasets, feature class names, fields, and domains will be used according to the Data Model. All feature classes will reside in Feature Datasets apart from any stand-alone tables or relationship classes.

Cost: \$3,500

3. Update Scripts

This task will update all the python scripts and toolbox tools that are currently in production at the City to reference the new database created in the previous two tasks. This includes changing the script to match any new feature class names and fields created as part of the data model conversion. WSB will test the scripts and tools after everything is pushed to production to make sure the scripts are configured properly. WSB will also document what each script is doing in a word document and add comments within each script.

Cost: \$2,000

4. Push New Database/Data Model to Production

Since this project involves creating a new production database with new feature datasets and feature class names, there will be some coordination with the City required for this last task. After WSB completes the data model conversion, the City will need to re-source all authoritative maps to the new database. This will include any web services hosted through ArcGIS Online and ArcGIS Portal. After all authoritative maps are re-sourced, WSB will perform a final load of the data to capture any updates or edits made during the project.

Cost: \$2,000

Data/Network Access and Project Timeline

WSB will work with the City before the project begins to establish access to the City's Network and the GIS databases we will be working with. A newly created GIS/SDE Database will be required for this project.

WSB can begin work on this project within 2 weeks of this Scope of Work being executed. WSB can have the data model work completed within 2 months of beginning the data consolidation.

Project Management

Mike Phillippi, GIS Specialist with WSB, will serve as the project lead for this work and perform the tasks described above. Mike has 8 years of experience working with utility data and performing data model migrations. Mike will work closely with City staff when necessary to make sure this project is well coordinated, clearly communicated, and successfully completed on budget.

Cost Summary

The cost of this proposal is **\$13,000**, billed on an hourly not-to-exceed basis. Thank you for the opportunity for WSB to assist the City of Faribault with this project. If you are in agreeance with the items outlined in this Scope of Work, please sign where indicated below. I am confident that the level of service on this project will meet or exceed your expectations. If you should have any questions regarding this proposal, please contact me at 763-287-8539.

Sincerely,

WSB



Bryan Pittman
Associate/Sr. GIS Specialist

ACCEPTED BY:

City of Faribault

By: _____

Title: _____

Date: _____



Request for Council Action

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: December 27, 2022
SUBJECT: Approve Contingent Authorization to Release Funds from the Housing and Redevelopment Authority and the Economic Development Authority to Faribo Downtown Central LLC for Downtown Revitalization Program Improvements

Background:

Earlier this year, the Housing and Redevelopment Authority (HRA) and the Economic Development Authority (EDA) approved up to \$500,000 each in funding for downtown revitalization improvements, to be disbursed to Faribo Downtown Central LLC (FDC) as forgivable loans. Phase 1 of the project includes disbursement of half (\$250,000) of the funds from both the HRA and EDA in 2022, with the second half disbursed as part of Phase 2 in 2023. At this time, the loan agreements for the disbursement of these funds have not yet been finalized as the requested allocation of the funding to various buildings is proposed to be changed from the original program that was approved by the HRA and EDA.

The HRA and EDA will be holding a Special Joint Meeting on Tuesday, December 27, 2022 at 2:00pm to discuss the proposed changes in funding allocation as well as to potentially finalize the terms and conditions of the various agreements. The City Council is being requested to approve the release of funds in the amount of \$250,000 each from the HRA and EDA to FDC, contingent upon a number of conditions:

- Approval by the HRA and EDA of the revised allocations being requested by FDC
- Execution of all agreements required by the HRA and EDA
- Provision of other materials or information required by the HRA and EDA
- Satisfaction of any other terms and conditions imposed by the HRA and EDA for the disbursement of funds

Recommendation:

Approve Contingent Authorization to Release HRA and EDA funds for Downtown Revitalization Program

Attachments:

1. HRA Resolution 2022-16 Establishing the HRA Downtown Revitalization Program Policy
2. EDA Resolution 2022-16 Establishing the EDA Downtown Revitalization Program Policy
3. Proposed Phase 1 Allocations - Revised 2022-12-22

Resolution 2022-16

**ESTABLISHING THE HOUSING AND REDEVELOPMENT AUTHORITY DOWNTOWN
REVITALIZATION PROGRAM POLICY**

WHEREAS, Community Vision 2040 provides a framework to help ensure success of the community and "a vibrant downtown" is one of the strategic priorities identified in the vision; and

WHEREAS, the Housing and Redevelopment Authority has reviewed the following Downtown Revitalization Program policy set forth in Exhibit "A" and desires to adopt such policy; and

WHEREAS, as a means to further the community vision, encourage investment, support redevelopment, and leverage private investment in the Central Business District the Housing and Redevelopment Authority has made available a total of \$500,000 for the program - \$250,000 in forgivable loans for Phase 1 available for disbursement in 2022, and a second \$250,000 for disbursement in 2023 for Phase 2, for the specific buildings as set forth in the policy guidelines; and

WHEREAS, all funding provided in the form of a forgivable loan pursuant to this Program shall comply with Minnesota Statutes, Section 116J.993 to 116J.995 (Minnesota subsidy provisions), or such other applicable laws, as necessary.

NOW, THEREFORE, BE IT RESOLVED, by the Housing and Redevelopment Authority for the City of Faribault, Minnesota that the recitals and exhibits set forth in this Resolution are incorporated into and made a part of this Resolution.

BE IT FURTHER RESOLVED, by the Housing and Redevelopment Authority for the City of Faribault, Minnesota that the Housing and Redevelopment Authority adopts the following Downtown Revitalization Program Policy, as essentially set forth and attached in Exhibit "A".

BE IT FURTHER RESOLVED, by the Housing and Redevelopment Authority for the City of Faribault, Minnesota that the Housing and Redevelopment Authority will administer the program.

BE IT FINALLY RESOLVED, by the Housing and Redevelopment Authority for the City of Faribault, Minnesota that staff and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution.

ADOPTED: November 14, 2022

ATTEST:


Brendan Kennedy, Vice Chair/Secretary


Matthew Speckhals, Chairperson

Exhibit A

2022 Downtown Revitalization Program Policy



FARIBAUT HOUSING AND REDEVELOPMENT AUTHORITY DOWNTOWN REVITALIZATION PROGRAM POLICY

PROGRAM DESCRIPTION

The purpose of the Faribault HRA Downtown Revitalization Program (the “Program”) is to provide financial support in the form of forgivable loans to the thirteen (13) building property investment made by Faribo Downtown Central LLC. The Faribault HRA has made available a total of \$500,000 for the Program – \$250,000 in forgivable loans for Phase 1 of this project available for disbursement in 2022, and a second \$250,000 for disbursement in 2023 for Phase 2. Actual projects associated with the Phase 2 funding, and the specific buildings within the 13-building portfolio that are eligible for funding, will be defined at the time funding is requested. All funding provided in the form of a forgivable loan pursuant to this Program shall comply with Minnesota Statutes, Sections 116J.993 to 116J.995 (Minnesota business subsidy provisions), or such other applicable laws, as necessary.

As identified in Attachment A, Phase 1 funding is available for the following addresses:

Property addresses for which Phase 1 funding is allocated	
Address:	Funding Allocation:
219 Central	\$75,000
223 Central	\$75,000
227 Central	\$25,000
229 Central	\$25,000
313 Central	\$25,000
329 Central	\$25,000
Total Funding Phase 1	\$250,000

The addresses listed above have been deemed eligible properties to receive this funding from this HRA program, and will be ineligible for future HRA program assistance for a period five (5) years from the date of the execution of the individual loan agreements. Loan agreements, and promissory notes and a personal guaranty will be required for each building, to secure the forgivable loans. These six (6) properties will be eligible to receive Phase 1 funding in the form of forgivable loans to repair roofs on the buildings to prevent further damage.

Faribo Downtown Central, LLC acquired a total of thirteen (13) properties as part of this portfolio. All properties in the portfolio are eligible for consideration for funding. Pursuant to Attachment A, the seven (7) properties below will not be accessing Phase 1 funding.

Other Properties that are part of the purchased portfolio:	
116 Central	225 Central
Eastman Building – 301 Central (4 buildings, 1 PID)	311 Central

ELIGIBILITY

To be eligible for the Downtown Revitalization Program funds the property must be one of the addresses identified in Attachment A. Unless amended, six (6) of the thirteen (13) buildings will be accessing Phase 1 funding and seven (7) buildings remain eligible for all other HRA funded programs. Any building/address that accesses Phase 1 funding will not be eligible to apply for HRA funding of any type for a period of five (5) years regardless of ownership, from the date of the executed loan agreement.

Faribault's Community and Economic Development department will provide a loan agreement, a promissory note and a personal guaranty, based on the funding allocation, to Faribo Downtown Central LLC for each property as identified to receive Phase 1 funding. Funding will be dispersed to Faribault Downtown Central LLC upon receipt of fully executed loan documents. Faribo Downtown Central LLC shall provide appropriate documentation to support all disbursed loan proceeds pursuant to the loan agreements.

Faribo Downtown LLC will provide staff with contractor quotes that correlate to the project as presented to the Faribault HRA. Upon receipt of proof of inspection and a closed building permit and a signed affidavit confirming that the funds provided by the Faribault HRA were used in the manner that was presented on the attached spreadsheet, the loan on the corresponding property will be forgiven.

CITY CONTACT INFORMATION

Rebecca Rand

Housing Coordinator

Phone: 507-333-0375

Email: rrand@ci.faribault.mn.us

Stephanie Aman

Economic Development Coordinator

Phone: 507-333-0388

Email: saman@ci.faribault.mn.us

Attachment A

Faribo Downtown Central LLC Properties											
<u>Property Name</u>	<u>Address</u>	<u>Approx. Above Ground SF</u>	<u>Portfolio allocations</u>		<u>Roof repairs (less sheeting and structural)</u>	<u>Cleaning / Clearing</u>	<u>Buildout</u>	<u>Acquisition and Phase I work</u>	<u>Phase II Estimates</u>	<u>Phase I Grant Allocations HRA</u>	<u>Phase I Grant Allocations EDA</u>
116	116 Central Avenue	4,865	146,860		0	2,250		149,110	335,500.00	0	0
219	219 Central Avenue	5,940	375,246		56,425	2,000	100,000	533,671	\$85,580	75,000	75,000
223	223 Central Avenue	8,129	336,995		5,100	9,145	156,420	507,660	\$626,000	75,000	75,000
225	225 Central Avenue	3,520	221,339		49,250	1,800		272,389	\$213,840	0	0
227	227 Central Avenue	3,520	167,840		47,850	2,000		217,690	\$249,403	25,000	25,000
229	229 Central Avenue	3564	230,780		63,650	2,673		297,103	\$521,125	25,000	25,000
Eastman Building 4 Properties - 1 Building	301 Central Avenue	19,424	576,950		238,915	21,852		837,717	\$2,117,060	0	0
311	311 Central Avenue	3,564	217,773		46,150	0		263,923	\$288,321	0	0
313	313 Central Avenue	4,675	236,475		51,025	2,500		290,000	\$412,500	25,000	25,000
329	329 Central Avenue	3,498	164,693		47,400	3,935		216,028	\$587,400	25,000	25,000
329 Lot	Vacant Lot (.06										
	totals	60,699	2,674,950	Bids	605,765	48,155	256,420	3,585,290	\$5,436,729		
				Roof reserve	100,000					0	
Acquisition	2,674,950			Total roof	705,765			Total PH I Grant Allocations		250,000	250,000
Phase I Clean and Dry	753,920	Roof bids plus reserves for expected structural repairs & cleanup									
Phase I planned buildout	256,420										
Total Phase I	1,010,340										
Ongoing costs (Phases I & II)											
Structural repairs	150,000										
H-Vac reserve	175,000										
Soft Costs	1,218,973	architecture, inspection, accounting, engineering, permits, taxes, legal fees						Notes			
Total ongoing costs p I & II	1,543,973							*	indicates current tenants		
Phase II renovations	5,436,729							219 Buildout	office and apartment buildout		
								223 Buildout	apartment plan/rough in (student housing)		
								Roof Reserve	expected repairs for decking and beams		
Estimated Total Investment	10,665,992										

APPENDIX A

To access a summary of each property, move your cursor over the address and press the Control Key and Click.



[116 Central Avenue \(114 & 116\) - Sheesley & Palisades](#)



[219 Central Avenue - Sheesley](#)



[223 Central Avenue - Sheesley](#)



[225 Central Avenue - Palisades](#)



[227 Central Avenue – GW Properties](#)



[229 Central Avenue - Sheesley](#)



[301 Central Avenue \(301, 303, 305 and 10,12,14,16 3rd St. NE\) - Sheesley](#)



[311 Central Avenue - Sheesley](#)



[313 Central Avenue - Sheesley](#)



[329 Central Avenue - Sheesley](#)



[Vacant Lot \(.06 acres\) - Sheesley](#)

Resolution 2022-16

ESTABLISHING THE DOWNTOWN REVITALIZATION PROGRAM POLICY

WHEREAS, Community Vision 2040 provides a framework to help ensure success of the community; and

WHEREAS, “a vibrant downtown” is one of the strategic priorities identified in the vision – with the specific goal of enhancing the appearance of downtown buildings and the streetscape; and

WHEREAS, the Economic Development Authority has reviewed the following Downtown Revitalization Program policy set forth in Exhibit “A” and desires to adopt such policy; and

WHEREAS, as a means to further the community vision, encourage investment, and leverage private investment in the Central Business District the Economic Development Authority has made available a total of \$500,000 for the program - \$250,000 in forgivable loans for Phase 1 available for disbursement in 2022, and a second \$250,000 for disbursement in 2023 for Phase 2, for the specific buildings as set forth in the policy guidelines; and

WHEREAS, all funding provided in the form of a forgivable loan pursuant to this Program shall comply with Minnesota Statutes, Section 116J.993 to 116J.995 (Minnesota subsidy provisions), or such other applicable laws, as necessary.

NOW, THEREFORE, BE IT RESOLVED, by the Economic Development Authority for the City of Faribault, Minnesota that the recitals and exhibits set forth in this Resolution are incorporated into and made a part of this Resolution.

BE IT FURTHER RESOLVED, by the Economic Development Authority for the City of Faribault, Minnesota that the Economic Development Authority adopts the following Downtown Revitalization Program Policy, as essentially set forth and attached in Exhibit “A”.

BE IT FURTHER RESOLVED, by the Economic Development Authority for the City of Faribault, Minnesota that the Economic Development Authority will administer the program.

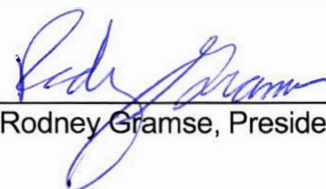
BE IT FINALLY RESOLVED, by the Economic Development Authority for the City of Faribault, Minnesota that the Community and Economic Development staff and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution.

ADOPTED: October 20, 2022

ATTEST:



AJ Smith, Secretary



Rodney Gramse, President

Exhibit A

2022 Downtown Revitalization Program Policy



FARIBAULT ECONOMIC DEVELOPMENT AUTHORITY DOWNTOWN REVITALIZATION PROGRAM POLICY

PROGRAM DESCRIPTION

The purpose of the Faribault EDA Downtown Revitalization Program (the “Program”) is to provide financial support in the form of forgivable loans to the thirteen (13) building property investment made by Faribo Downtown Central LLC. The Faribault EDA has made available a total of \$500,000 for the Program – \$250,000 in forgivable loans for Phase 1 of this project available for disbursement in 2022, and a second \$250,000 for disbursement in 2023 for Phase 2. Actual projects associated with the Phase 2 funding, and the specific buildings within the 13-building portfolio that are eligible for funding, will be defined at the time funding is requested. All funding provided in the form of a forgivable loan pursuant to this Program shall comply with Minnesota Statutes, Sections 116J.993 to 116J.995 (Minnesota business subsidy provisions), or such other applicable laws, as necessary.

As identified in Attachment A, Phase 1 funding is available for the following addresses:

Property addresses for which Phase 1 funding is allocated	
Address:	Funding Allocation:
219 Central	\$75,000
223 Central	\$75,000
227 Central	\$25,000
229 Central	\$25,000
313 Central	\$25,000
329 Central	\$25,000
Total Funding Phase 1	\$250,000

The addresses listed above have been deemed eligible properties to receive this funding from this EDA program, and will be ineligible for future EDA program assistance for a period five (5) years from the date of the execution of the individual loan agreements. Loan agreements, and promissory notes and a personal guaranty will be required for each building, to secure the forgivable loans. These six (6) properties will be eligible to receive Phase 1 funding in the form of forgivable loans to repair roofs on the buildings to prevent further damage.

Faribo Downtown Central, LLC acquired a total of thirteen (13) properties as part of this portfolio. All properties in the portfolio are eligible for consideration for funding. Pursuant to Attachment A, the seven (7) properties below will not be accessing Phase 1 funding.

Other Properties that are part of the purchased portfolio:	
116 Central	225 Central
Eastman Building – 301 Central (4 buildings, 1 PID)	311 Central

ELIGIBILITY

To be eligible for the Downtown Revitalization Program funds the property must be one of the addresses identified in Attachment A. Unless amended, six (6) of the thirteen (13) buildings will be accessing Phase 1 funding and seven (7) buildings remain eligible for all other EDA funded programs. Any building/address that accesses Phase 1 funding will not be eligible to apply for EDA funding of any type for a period of five (5) years regardless of ownership, from the date of the executed loan agreement.

Faribault's Community and Economic Development department will provide a loan agreement, a promissory note and a personal guaranty, based on the funding allocation, to Faribo Downtown Central LLC for each property as identified to receive Phase 1 funding. Funding will be dispersed to Faribault Downtown Central LLC upon receipt of fully executed loan documents. Faribo Downtown Central LLC shall provide appropriate documentation to support all disbursed loan proceeds pursuant to the loan agreements.

Faribo Downtown LLC will provide staff with contractor quotes that correlate to the project as presented to the Faribault EDA. Upon receipt of proof of inspection and a closed building permit and a signed affidavit confirming that the funds provided by the Faribault EDA were used in the manner that was presented on the attached spreadsheet, the loan on the corresponding property will be forgiven.

CITY CONTACT INFORMATION

Stephanie Aman

Economic Development Coordinator

Phone: 507-333-0388

Email: saman@ci.faribault.mn.us

Attachment A

Faribo Downtown Central LLC Properties											
<u>Property Name</u>	<u>Address</u>	<u>Approx. Above Ground SF</u>	<u>Portfolio allocations</u>		<u>Roof repairs (less sheeting and structural)</u>	<u>Cleaning / Clearing</u>	<u>Buildout</u>	<u>Acquisition and Phase I work</u>	<u>Phase II Estimates</u>	<u>Phase I Grant Allocations HRA</u>	<u>Phase I Grant Allocations EDA</u>
116	116 Central Avenue	4,865	146,860		0	2,250		149,110	335,500.00	0	0
219	219 Central Avenue	5,940	375,246		56,425	2,000	100,000	533,671	\$85,580	75,000	75,000
223	223 Central Avenue	8,129	336,995		5,100	9,145	156,420	507,660	\$626,000	75,000	75,000
225	225 Central Avenue	3,520	221,339		49,250	1,800		272,389	\$213,840	0	0
227	227 Central Avenue	3,520	167,840		47,850	2,000		217,690	\$249,403	25,000	25,000
229	229 Central Avenue	3564	230,780		63,650	2,673		297,103	\$521,125	25,000	25,000
Eastman Building 4 Properties - 1 Building	301 Central Avenue	19,424	576,950		238,915	21,852		837,717	\$2,117,060	0	0
311	311 Central Avenue	3,564	217,773		46,150	0		263,923	\$288,321	0	0
313	313 Central Avenue	4,675	236,475		51,025	2,500		290,000	\$412,500	25,000	25,000
329	329 Central Avenue	3,498	164,693		47,400	3,935		216,028	\$587,400	25,000	25,000
329 Lot	Vacant Lot (.06										
	totals	60,699	2,674,950	Bids	605,765	48,155	256,420	3,585,290	\$5,436,729		
				Roof reserve	100,000					0	
Acquisition	2,674,950			Total roof	705,765			Total PH I Grant Allocations		250,000	250,000
Phase I Clean and Dry	753,920	Roof bids plus reserves for expected structural repairs & cleanup									
Phase I planned buildout	256,420										
Total Phase I	1,010,340										
Ongoing costs (Phases I & II)											
Structural repairs	150,000										
H-Vac reserve	175,000										
Soft Costs	1,218,973	architecture, inspection, accounting, engineering, permits, taxes, legal fees						Notes			
Total ongoing costs p I & II	1,543,973							*	indicates current tenants		
Phase II renovations	5,436,729							219 Buildout	office and apartment buildout		
								223 Buildout	apartment plan/rough in (student housing)		
								Roof Reserve	expected repairs for decking and beams		
Estimated Total Investment	10,665,992										

APPENDIX A

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[311 Central Avenue - Sheesley](#)



[313 Central Avenue - Sheesley](#)



[329 Central Avenue - Sheesley](#)



[Vacant Lot \(.06 acres\) - Sheesley](#)

Faribo Downtown Central LLC Properties											
<u>Property Name</u>	<u>Address</u>	<u>Approx. Above Ground SF</u>	<u>Portfolio allocations</u>	<u>Roof repairs (less sheeting and structural)</u>	<u>Cleaning / Clearing</u>	<u>Buildout</u>	<u>Acquisition and Phase I work</u>	<u>Phase II Estimates</u>	<u>Phase I Grant Allocations HRA</u>	<u>Phase I Grant Allocations EDA</u>	
116	116 Central Avenue	4,865	146,860	0	2,250		149,110	335,500.00	0	0	
219	219 Central Avenue	5,940	375,246	56,425	2,000	100,000	533,671	\$85,580	28,123	28,123	
223	223 Central Avenue	8,129	336,995	5,100	9,145	156,420	507,660	\$626,000	2,550	2,550	
225	225 Central Avenue	3,520	221,339	49,250	1,800		272,389	\$213,840	0	0	
227	227 Central Avenue	3,520	167,840	47,850	2,000		217,690	\$249,403	23,925	23,925	
229	229 Central Avenue	3564	230,780	63,650	2,673		297,103	\$521,125	31,825	31,825	
Eastman	301 Central Avenue	19,424	576,950	238,915	21,852		837,717	\$2,117,060	83,540	83,540	
311	311 Central Avenue	3,564	217,773	46,150	0	15,500	279,423	\$288,321	30,825	30,825	
313	313 Central Avenue	4,675	236,475	51,025	2,500		290,000	\$412,500	25,513	25,513	
329	329 Central Avenue	3,498	164,693	47,400	3,935		216,028	\$587,400	23,700	23,700	
329 Lot	Vacant Lot (.06										
	totals	60,699	2,674,950	Bids	605,765	48,155	271,920	3,600,790	\$5,436,729		
				Roof reserve	100,000					0	
				Total roof	705,765						
Acquisition	2,674,950								Total PH I Grant Allocations	250,000	250,000
Phase I Clean and Dry	753,920	Roof bids plus reserves for expected structural repairs & cleanup									
Phase I planned buildout	256,420										
Total Phase I	1,010,340										
Ongoing costs (Phases I & II)											
Structural repairs	150,000										
H-Vac reserve	175,000										
Soft Costs	1,218,973	architecture, inspection, accounting, engineering, permits, taxes, legal fees									
Total ongoing costs p I & II	1,543,973										
Phase II renovations	5,436,729										
Estimated Total Investment	10,665,992										

*for forgivable loan
proceeds not
invested*



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Day, Finance Director
MEETING DATE: December 27, 2022
SUBJECT: Resolution 2022-274 Authorizing a Claim of Funds and a Wire in the Amount of \$119,342 for an Application of Bonding Authority for a Multifamily Housing Project

Background:

On November 22, 2022, the City Council adopted Resolution No. 2022-246 which provided preliminary approval to the issuance by the City of one or more series of tax-exempt revenue bonds (conduit debt) in the approximate maximum principal amount of \$8,000,00 for the benefit of MDG Greenwood LLC, for the purpose of financing the acquisition, rehabilitation, and equipping of an approximately 51-unit existing multifamily housing development and facilities located at 901 Greenwood Place in the City for occupancy by individuals and families of low and moderate income. The Resolution also authorized the City to submit an application for an allocation of bonding authority for the tax-exempt Bonds to the office of Minnesota Management and Budget (MMB) in accordance with the Allocation Act. MDG Greenwood has determined the request for bonding to be a principal amount of \$5,908,100 and will send the fee and deposit amount of \$119,342 to the City. The City will then make payment to MMB for the application fee and deposit in the amount of \$119,342 based on the terms of the Allocation Act.

Recommendation:

Approve Resolution 2022-274 Authorizing a Claim of Funds and a Wire in the Amount of \$119,342 for an Application of Bonding Authority for a Multifamily Housing Project

Attachments:

1. Resolution 2022-274

CITY OF FARIBAULT

RESOLUTION #2022-274

AUTHORIZING A CLAIM OF FUNDS AND A WIRE IN THE AMOUNT OF \$119,342 FOR AN APPLICATION OF BONDING AUTHORITY FOR A MULTIFAMILY HOUSING PROJECT

WHEREAS, on November 22, 2022, the City Council of the City of Faribault, Minnesota (the "City") adopted Resolution No. 2022-246 (the "Preliminary Resolution"), which provided preliminary approval to the issuance by the City of one or more series of tax-exempt revenue bonds in the approximate maximum principal amount of \$8,000,000 and one or more series of taxable revenue bonds in the approximate maximum principal amount to be determined (collectively, the "Bonds") for the benefit of MDG Greenwood LLC, a Minnesota limited liability company, or an affiliate, successor, or assign (collectively, the "Borrower"), for the purpose of financing the acquisition, rehabilitation, and equipping of an approximately 51-unit existing multifamily housing development and facilities functionally related and subordinate thereto located at 901 Greenwood Place in the City for occupancy by individuals and families of low and moderate income; and

WHEREAS, pursuant to Section 146 of the Code, any tax-exempt Bonds must receive an allocation of the bonding authority of the State of Minnesota, and an application for such an allocation must be made pursuant to the requirements of Minnesota Statutes, Chapter 474A, as amended (the "Allocation Act"); and

WHEREAS, the Preliminary Resolution also authorized the City to submit an application for an allocation of bonding authority for the tax-exempt Bonds to the office of Minnesota Management and Budget in accordance with the Allocation Act; and

WHEREAS, the Borrower has determined to request bonding authority for the tax-exempt Bonds in the principal amount of \$5,908,100; and

WHEREAS, on or before the date hereof, the City received a wire from the Borrower in the amount of \$119,342 as the application fee and application deposit required under the terms of the Allocation Act; and

WHEREAS, the Borrower has requested that the City initiate a wire to Minnesota Management and Budget in the amount of \$119,342 to accompany the application for an allocation of bonding authority.

NOW, THEREFORE BE IT RESOLVED, that the City has received the wire of funds from the Borrower in the amount of \$119,342.

ALSO, BE IT RESOLVED, that the Finance Director of the City, or other City staff, is authorized and directed to initiate a wire to Minnesota Management and Budget in the amount of \$119,342 as the application fee and application deposit required by the Allocation Act.

Date Adopted: December 27, 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: David Wanberg, Community & Economic Development Director
MEETING DATE: December 27, 2022
SUBJECT: Resolution 2022-275 Approving a Revised Final Plat of Faribault Buckham Center Addition

Background:

The City Council approved the final plat of FARIBAULT BUCKHAM CENTER ADDITION on November 23, 2021, which provided platted lots for the Buckham Memorial Library, the Community Center, Buckham West, a City-owned residential property, and two private residences. However, the City did not record the plat because the City was unable to obtain a consent to plat from the mortgage holder of the private residence at 20 1st Street SW. Consequently, Staff recommends removing the lot at 20 1st Street SW from the plat. The removal of this lot from the plat will allow the City to record the plat and not negatively affect the City and adjacent properties. Staff feels this is a minor change to the previously approved (but not recorded) plat.

Recommendation:

Adopt Resolution 2022-275 Approving a Revised Final Plat of FARIBAULT BUCKHAM CENTER ADDITION

Attachments:

1. Resolution 2022-275 Approving a Revised Final Plat of FARIBAULT BUCKHAM CENTER ADDITION

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-275

APPROVING A REVISED FINAL PLAT OF FARIBAULT BUCKHAM CENTER ADDITION

WHEREAS, the City of Faribault (the "Applicant") is seeking approval of a revision to the final plat of FARIBAULT BUCKHAM CENTER ADDITION, legally described in Exhibit A; and

WHEREAS, this Resolution shall replace Resolution 2021-256 as to the final plat of FARIBAULT BUCKHAM CENTER ADDITION previously approved by the City Council on November 23, 2021; and

WHEREAS, based on the recommendations of City Staff and on the public hearing held by the Planning Commission on November 15, 2021, the City Council reaffirms and approves the following findings regarding the revised final plat of the FARIBAULT BUCKHAM CENTER ADDITION, attached as Exhibit B, as required by Section 15-210 of the City's Unified Development Ordinance:

1. The final plat substantially conforms to the approved preliminary plat;
2. The plat conforms to all applicable requirements of this ordinance, subject only to the approved rule exceptions.
3. All submission requirements have been satisfied.
4. The revised Final Plat addresses the necessary items noted by the City Attorney, City Engineer, or others with review authority of the City, including the City Attorney's plat opinions.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of

Faribault that revised final plat for the FARIBAULT BUCKHAM CENTER ADDITION is hereby approved, subject to the following provisions:

1. Parkland dedication requirements for this plat have been satisfied.
2. No Development Agreement is necessary because the City is the primary property owner and the applicant for this plat.
3. The final plat shall be recorded with the Rice County Recorder's Office within twelve (12) months following City Council approval.
4. The final plat shall be submitted in a digital format suitable to the City Engineer when the final plat is forwarded for the required City signatures.

Date Adopted: December 27, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A

Legal Description

City of Faribault Property.

All of Block 6, Southern Addition to Faribault, Rice County, Minnesota, except the following two parcels:

- a) The East 68 feet of Lot 16, Block 6, Southern Addition to Faribault, Rice County, Minnesota.

AND

All that part of Lot 15, Block 6, Southern Addition to Faribault, Rice County, Minnesota, described as follows: Commencing at the Northeast Corner (NE Cor) of Lot 16, Block 6, Southern Addition to Faribault, Rice County, Minnesota; thence West along the North Line of said Lot 16, a distance of 68 feet; thence North, at right angles to said North Line of Lot 16, a distance of 6 feet, thence East at right angles along a line parallel to the North Line of Lot 16, a distance of 68 feet, thence South, at right angles, a distance of 6 feet, more or less, to the point of beginning.

- b) All of Lot 1, and all of Lot 2 of Block 6 of Southern Addition to Faribault, Rice County, Minnesota; except that portion of said Lot 2 included within the following boundary lines, to-wit: Commencing at a point 50 feet southeasterly from the northeasterly corner of Lot 3 of said Block 6; thence southeasterly along the easterly line of said Block 6, 49 feet; thence South 64°59' West 79 feet; thence North 25°1' West 47 feet; thence North 64°32' East 69 4/10 feet to the place of beginning, the said exception being parts of said Lots 2 and 3 of said Block 6; excepting therefrom all those parts of Lots 2 and 3 in Block 6 of Southern Addition to the City of Faribault, Rice County, Minnesota, described as follows, to-wit: Beginning at the intersection of the north line of said Block 6 of Southern Addition with the west line of Central Avenue; thence southerly along said west line of Central Avenue (for purposes of this description bearing of said west line of Central Avenue is assumed South 0°00'00"), 350.27 feet to a point in the south line of said Block 6; thence North 89°22'40" East, along said south line of Block 6 a distance of 409.94 feet to the intersection of said east line of Block 6 with the west line of Willow Street; thence North 0°02'40" East, along said east line of Block 6 and said west line of Willow Street, 28.58 feet to its intersection with the southwesterly line of Park Place and the northeasterly line of said Block 6; thence North 34°57'50" East, along said southwesterly line of Park Place 58.92 feet to the true point of beginning of the parcel to be herein described; thence South 65°25'40" West, 81.34 feet; thence North 23°04'20" West, 46.95 feet; thence North 64°12'10" East 71.24 feet to a point in said southwesterly line of Park Place; thence South 34°57'50" East, along said southwesterly line of Park Place, 49.24 feet to the true point of beginning.

AND

B & CJ Kaderlik, LLC. Property.

All of Lot 1, and all of Lot 2 of Block 6 of Southern Addition to Faribault, Rice County, Minnesota; except that portion of said Lot 2 included within the following boundary lines, to-wit: Commencing at a point 50 feet southeasterly from the northeasterly corner of Lot 3 of said Block 6; thence southeasterly along the easterly line of said Block 6, 49 feet; thence South 64°59' West 79 feet; thence North 25°1' West 47 feet; thence North 64°32' East 69 4/10 feet to the place of beginning, the said exception being parts of said Lots 2 and 3 of said Block 6; excepting therefrom all those parts of Lots 2 and 3 in Block 6 of Southern Addition to the City of Faribault, Rice County, Minnesota, described as follows, to-wit: Beginning at the intersection of the north line of said Block 6 of Southern Addition with the west line of Central Avenue; thence southerly along said west line of Central Avenue (for purposes of this description bearing of said west line of Central Avenue is assumed South 0°00'00"), 350.27 feet to a point in the south line of said Block 6; thence North 89°22'40" East, along said south line of Block 6 a distance of 409.94 feet to the intersection of said east line of Block 6 with the west line of Willow Street; thence North 0°02'40" East, along said east line of Block 6 and said west line of Willow Street, 28.58 feet to its intersection with the southwesterly line of Park Place and the northeasterly line of said Block 6; thence North 34°57'50" East, along said southwesterly line of Park Place 58.92 feet to the true point of beginning of the parcel to be herein described; thence South 65°25'40" West, 81.34 feet; thence North 23°04'20" West, 46.95 feet; thence North 64°12'10" East 71.24 feet to a point in said southwesterly line of Park Place; thence South 34°57'50" East, along said southwesterly line of Park Place, 49.24 feet to the true point of beginning.

Exhibit B (page 1 of 2)
Final Plat: Faribault Buckham Center Addition

FARIBAULT BUCKHAM CENTER ADDITION

SECTION 1: GENERAL INFORMATION

1. Name of the project: FARIBAULT BUCKHAM CENTER ADDITION

2. Location of the project: City of Faribault, Minnesota

3. Date of this plat: 08/11/2022

4. Name of the applicant: Faribault Buckham Center, LLC

5. Name of the engineer: Michael Ferguson, State Surveyor

6. Name of the surveyor: Michael Ferguson, State Surveyor

7. Name of the plat: Faribault Buckham Center Addition

8. Name of the plat: Faribault Buckham Center Addition

9. Name of the plat: Faribault Buckham Center Addition

10. Name of the plat: Faribault Buckham Center Addition

SECTION 2: LEGAL DESCRIPTION

The land described in this plat is located in the City of Faribault, Minnesota, and is more particularly described as follows: Lot 1, Block 1, Faribault Buckham Center Addition, City of Faribault, Minnesota.

The land described in this plat is located in the City of Faribault, Minnesota, and is more particularly described as follows: Lot 1, Block 1, Faribault Buckham Center Addition, City of Faribault, Minnesota.

The land described in this plat is located in the City of Faribault, Minnesota, and is more particularly described as follows: Lot 1, Block 1, Faribault Buckham Center Addition, City of Faribault, Minnesota.

The land described in this plat is located in the City of Faribault, Minnesota, and is more particularly described as follows: Lot 1, Block 1, Faribault Buckham Center Addition, City of Faribault, Minnesota.

SECTION 3: SURVEY DATA

1. Name of the surveyor: Michael Ferguson, State Surveyor

2. Name of the plat: Faribault Buckham Center Addition

3. Name of the plat: Faribault Buckham Center Addition

4. Name of the plat: Faribault Buckham Center Addition

5. Name of the plat: Faribault Buckham Center Addition

SECTION 4: LEGAL DESCRIPTION

The land described in this plat is located in the City of Faribault, Minnesota, and is more particularly described as follows: Lot 1, Block 1, Faribault Buckham Center Addition, City of Faribault, Minnesota.

The land described in this plat is located in the City of Faribault, Minnesota, and is more particularly described as follows: Lot 1, Block 1, Faribault Buckham Center Addition, City of Faribault, Minnesota.

The land described in this plat is located in the City of Faribault, Minnesota, and is more particularly described as follows: Lot 1, Block 1, Faribault Buckham Center Addition, City of Faribault, Minnesota.

The land described in this plat is located in the City of Faribault, Minnesota, and is more particularly described as follows: Lot 1, Block 1, Faribault Buckham Center Addition, City of Faribault, Minnesota.

SECTION 5: SURVEY DATA

1. Name of the surveyor: Michael Ferguson, State Surveyor

2. Name of the plat: Faribault Buckham Center Addition

3. Name of the plat: Faribault Buckham Center Addition

4. Name of the plat: Faribault Buckham Center Addition

5. Name of the plat: Faribault Buckham Center Addition

SECTION 6: LEGAL DESCRIPTION

The land described in this plat is located in the City of Faribault, Minnesota, and is more particularly described as follows: Lot 1, Block 1, Faribault Buckham Center Addition, City of Faribault, Minnesota.

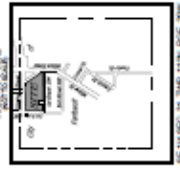
The land described in this plat is located in the City of Faribault, Minnesota, and is more particularly described as follows: Lot 1, Block 1, Faribault Buckham Center Addition, City of Faribault, Minnesota.

The land described in this plat is located in the City of Faribault, Minnesota, and is more particularly described as follows: Lot 1, Block 1, Faribault Buckham Center Addition, City of Faribault, Minnesota.

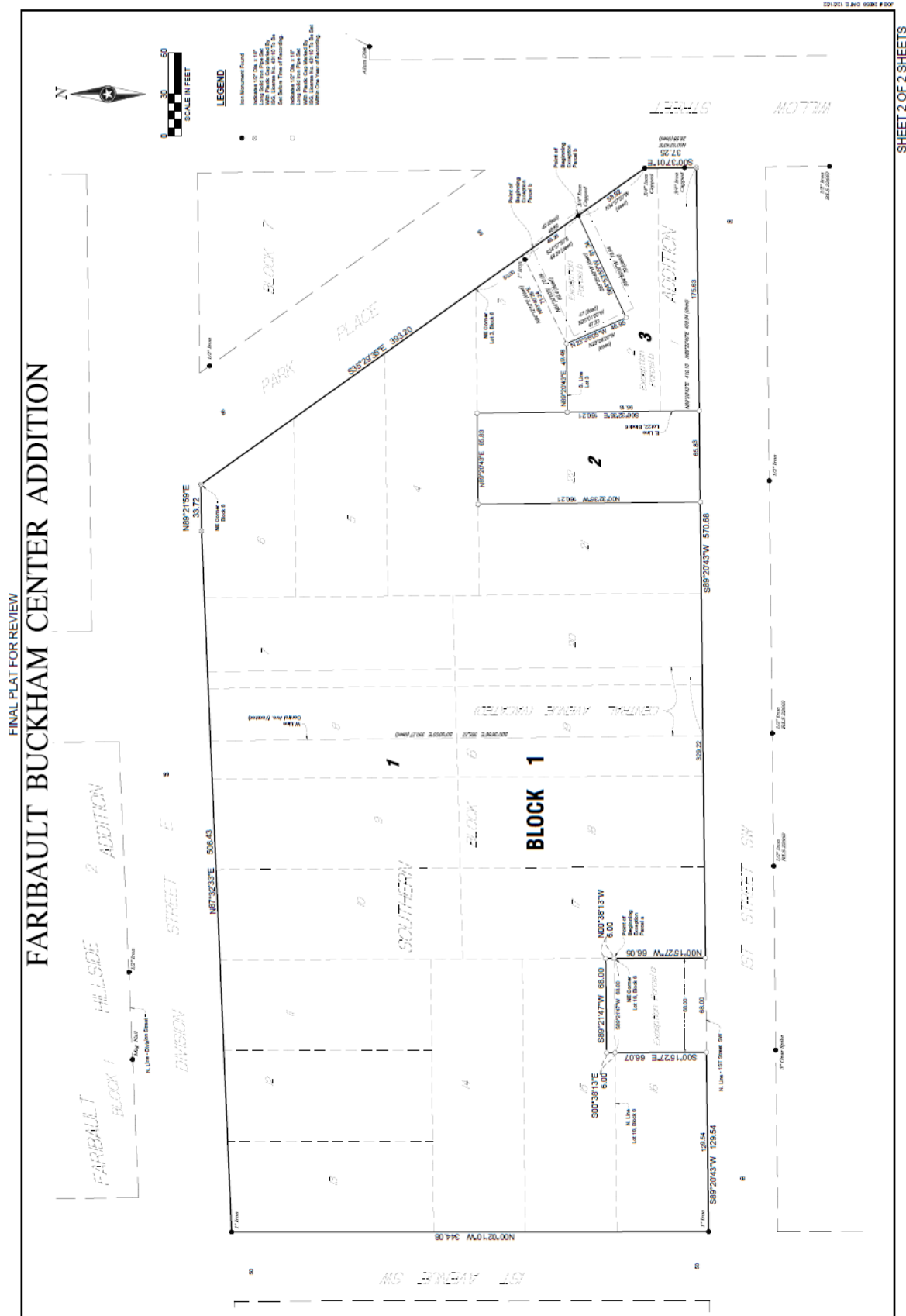
The land described in this plat is located in the City of Faribault, Minnesota, and is more particularly described as follows: Lot 1, Block 1, Faribault Buckham Center Addition, City of Faribault, Minnesota.

SHEET 1 OF 2 SHEETS

ISG



88 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000

Exhibit B (page 2 of 2)



Request for Council Action

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: December 27, 2022
SUBJECT: Ordinance 2022-35 Amending Chapter 2, Sec. 2-4 of the City Code of Ordinances regarding City Departments and Departmental Administrators - First Reading

Background:

Part of the approved 2023 Budget requests for personnel included the upgrade of the Human Resources Manager to a department-head level position, that being the Human Resources Director. The job description for this upgraded position was approved by the City Council at their October 25, 2022 meeting. The upgraded position was proposed to take effect on January 1, 2023.

The attached ordinance amends Sec. 2-4 of the City Code of Ordinances, adding a Human Resources Department as a staff service department to the City's organizational structure.

Recommendation:

Approve Ordinance 2022-35 on first reading

Attachments:

1. Ordinance 2022-35 Amending Chapter 2, Sec. 2-4 of the City Code of Ordinances Regarding City Departments and Department Administrators

**CITY OF FARIBAULT
ORDINANCE No. 2022-35**

**AMENDING CHAPTER 2, SEC. 2-4 OF THE CITY CODE OF ORDINANCES
REGARDING CITY DEPARTMENTS AND DEPARTMENTAL ADMINISTRATORS**

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

Section 1. Chapter 2, Section 2-4 of the Code of Ordinances of the City of Faribault is hereby amended by deleting the ~~stricken~~ language and adding the underlined language as follows:

- **Sec. 2-4. City departments established; titles of departmental administrators; functions; other officers and employees; authority of city administrator to create divisions.**

- (a) The departments of the city, and the titles of their respective departmental administrators, are as follows:

Departments	Departmental administrators
Police	Chief of Police
Fire and Code Services	Director (Fire Chief)
Public Works	Director
Community and Economic Development	Director
Finance	Director
Engineering Services	Director (City Engineer)
Parks and Recreation	Director
Library Services	Director
<u>Human Resources</u>	<u>Director</u>

- (b) The functions of the city departments established in subsection (a) of this section shall be as follows:

- (1) *Line service departments:* Defined as those departments organized to provide basic municipal services to the general public:

a. *Police department:*

1. Provides for police-related services, including: police patrol, criminal investigation, juvenile law enforcement programs, crime prevention programs, law enforcement records and communications and general enforcement of parking, traffic, criminal statutes and city ordinances.

b. *Fire and code services department:*

1. Provides for fire- and code-enforcement-related services, including: fire suppression, emergency medical response, fire prevention, and emergency and disaster management.
2. Provides for the administration of the building codes division including: building and property maintenance code programs, electrical inspection program, manufactured home point of sale inspection program, and rental registration program. The division is responsible for the enforcement of the Minnesota State Building Code and the Minnesota Electrical Code in the city. Programs are focused on building safety at all stages of construction and use.

- c. *Public works department:*
 - 1. Provides for street-maintenance-related services, including: repairs, street cleaning and sanitation, storm sewer maintenance and snow removal.
 - 2. Provides for water, wastewater-treatment related services, and surface water including: maintenance and operation of the water distribution system, wastewater treatment plant, sludge disposal program, sewer collection system, and stormwater system.
 - 3. Operation and maintenance of the airport.
 - 4. Management of the vehicle fleet maintenance activities and planning.
 - d. *Community and economic development department:*
 - 1. Provides for housing-related services, including: management of rental-assistance programs, management of elderly housing and family housing programs.
 - 2. Provides for grant administration and related services, including: administration of commercial revitalization, historic preservation, housing rehabilitation, economic development and other human service or community improvement programs.
 - 3. Provides for all functions related to the city's land use planning program including: long range and current planning; annexation; subdivision and development of land; environmental review; zoning; and administration of the unified development ordinance through the division of planning and zoning.
 - e. *Parks and recreation department:*
 - 1. Provides for recreation services, parks and facilities maintenance, including: programming, scheduling and repair to the city parks and recreation facilities.
 - f. *Library services:*
 - 1. Provides for library-related services, including: adult programming, children programming and reference/interlibrary loan activities.
- (2) *Staff service departments:* Defined as departments organized to provide for the internal support necessary for the basic operation of city organization and the function of other city departments:
- a. *Department of finance:*
 - 1. Provides for financial-related services, including: accounting, treasury management, data processing and risk management, and financial planning and budgeting.
 - b. *Department of engineering services:*
 - 1. Provides for civil-engineering-related services, including: design engineering and project management for the construction of public improvements.
 - 2. Provides for the project-inspection-related services, including: field inspection of the construction of public improvements and maintenance of public works records for public facilities and infrastructure.
 - 3. Long range transportation planning in conjunction with the community and economic development department.
 - c. *Department of human resources:*
 - 1. Manages all human resources services, including: employee recruitment and retention, personnel policies, coordination of benefits, and labor relations.
 - 2. Manages all payroll functions, including: payroll, state and federal reporting, and all auditing functions related to payroll.
 - 3. Provides information technology (IT) services, including: operational policies and procedures, software and hardware management, and audio and video systems.

- (c) There shall be such other officers and employees subordinate to the city administrator and the departmental administrators as designated by the city administrator.
- (d) The city administrator shall have the authority to divide the departments referred to in subsection (b) of this section into such administrative divisions as the city administrator shall deem appropriate or advisable, except as may be otherwise provided by ordinance.
- (e) The city administrator shall designate and assign appropriate city employees or city departments to serve as support for various boards, commissions, and committees which are established from time to time by the city council.
- (f) The supervision responsibilities of consultant services, contract employees or legal services shall be designated by the city administrator.

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: December 27, 2022

Second Reading:

Publication Date:

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
11 MONTHS ENDING November 30, 2022
91.67%



GENERAL FUND

	Actual	Annual Budget	Actual to Date	YTD %
	FY 2021	FY 2022	FY 2022	Collected
Revenues				
Taxes	\$ 8,939,162	\$ 9,143,005	\$ 4,994,481	54.63%
Permit & Licenses	489,278	478,700	585,202	122.25%
Intergovernmental Revenue	8,498,397	7,201,403	5,470,641	75.97%
Charges for Services	1,174,927	1,404,234	848,194	60.40%
Fines & Forfeits	152,720	141,000	109,188	77.44%
Miscellaneous Revenue	89,673	167,320	(303,942)	-181.65%
Total	\$ 19,344,157	\$ 18,535,662	\$ 11,703,764	63.14%
Expenditures				
Council	\$ 644,599	\$ 448,946	\$ 409,601	91.24%
City Administration	281,772	299,358	253,972	84.84%
Elections	1,620	27,003	35,345	130.89%
Finance Administration	483,072	441,159	385,302	87.34%
Information Services	219,467	224,764	186,911	83.16%
Legal Services	231,411	282,650	231,653	81.96%
Personnel Administration	257,573	302,489	278,685	92.13%
Planning & Zoning	407,174	451,266	387,720	85.92%
City Hall Maintenance	182,791	199,412	157,088	78.78%
Police Administration	1,061,121	1,038,141	979,059	94.31%
Criminal Investigation	995,407	1,075,770	896,066	83.30%
Uniform Patrol	3,260,829	3,365,400	2,794,630	83.04%
Police Records	463,241	387,765	308,619	79.59%
Fire Administration	269,029	281,313	245,761	87.36%
Fire Suppression	1,370,315	1,447,113	1,194,697	82.56%
Code Enforcement -Inspection	510,522	550,579	452,167	82.13%
Emergency Management	3,537	6,500	5,436	83.63%
Community Services	249,595	289,116	210,576	72.83%
Public Works Administration	105,765	116,525	91,615	78.62%
Street Maintenance Projects	1,402,794	1,485,405	1,341,853	90.34%
Ice & Snow Removal	118,371	125,000	105,008	84.01%
Equipment Maintenance	294,804	296,069	283,219	95.66%
Street Lighting	251,087	290,500	232,989	80.20%
Traffic Signs & Signals	38,880	48,947	39,030	79.74%
Engineering	556,596	627,840	507,729	80.87%
Community Center Administration	660,334	681,588	567,057	83.20%
Community Center Building	492,656	561,988	491,564	87.47%
Aquatic Center	312,744	346,565	352,427	101.69%
Washington Center	47,100	65,438	63,388	96.87%
Soccer Complex	38,298	36,557	33,663	92.08%
Adult Programs	135,362	155,158	130,094	83.85%
Youth Programs	129,655	144,020	115,952	80.51%
Parks	1,078,050	1,141,561	973,366	85.27%
Library	1,135,629	1,217,621	1,015,347	83.39%
Miscellaneous Unallocated	395,427	89,674	46,969	52.38%
Mass Transit	-	19,600	-	0.00%
Total	\$ 18,086,625	\$ 18,568,800	\$ 15,804,558	85.11%
	1,257,532	(33,138)	(4,100,794)	
* transfer to capital funds	(1,715,848)			
YTD Fund Balance Increase (Decrease)	(458,316)			

WATER FUND				
	Actual	Annual Budget	Actual to Date	YTD %
	FY 2021	FY 2022	FY 2022	Collected
Revenues				
Charges for Services	\$ 3,722,553	\$ 3,902,687	\$ 3,794,449	97.23%
Miscellaneous Revenue	79,903	125,700	(146,900)	-116.87%
Other Sources	2,125	-	1,263,230	
Total	\$ 3,804,580	\$ 4,028,387	\$ 4,910,779	121.90%
Expenses				
Personnel Services	\$ 509,785	\$ 574,003	\$ 475,260	82.80%
Supplies	333,437	348,300	376,457	108.08%
Other Services & Charges	814,069	692,374	674,187	97.37%
Capital Outlay	-	1,978,312	2,645,858	133.74%
Debt Service	82,509	563,383	87,215	15.48%
Other Uses	678,499	90,000	82,500	91.67%
Total	\$ 2,418,299	\$ 4,246,372	\$ 4,341,476	102.24%
YTD Fund Balance Increase (Decrease)	1,386,281	(217,985)	569,303	
Depreciation	(676,870)	(1,100,000)	(1,008,333)	
YTD Fund Balance Increase (Decrease) with depreciation	709,408		(439,031)	
SEWER FUND				
	Actual	Annual Budget	Actual to Date	YTD %
	FY 2021	FY 2022	FY 2022	Collected
Revenues				
Charges for Services	\$ 6,295,466	\$ 5,385,000	\$ 6,112,521	113.51%
Fines & Forfeits	\$ 13,698	-	\$ 15,540	0%
Miscellaneous Revenue	57,954	205,000	(558,152)	-272.27%
Other Sources	1,723,878	-	-	0.00%
Total	\$ 8,090,996	\$ 5,590,000	\$ 5,569,909	99.64%
Expenses				
Sewer Collection				
Personnel Services	\$ 373,762	\$ 525,552	\$ 437,453	83.24%
Supplies	61,964	96,737	59,958	61.98%
Other Services & Charges	776,254	303,643	146,767	48.34%
Capital Outlay	-	1,085,385	130,451	12.02%
Other Uses	105,000	55,838	96,250	172.37%
Water Reclamation Plant				
Personnel Services	954,701	951,546	847,007	89.01%
Supplies	393,159	377,050	294,757	78.17%
Other Services & Charges	484,827	1,034,643	1,025,786	99.14%
Capital Outlay	-	272,899	141,444	51.83%
Debt Service	292,622	1,497,156	273,156	18.24%
Other Uses	105,000	105,000	96,250	91.67%
Total	\$ 3,547,290	\$ 6,305,449	\$ 3,549,278	56.29%
YTD Fund Balance Increase (Decrease)	4,543,706	(715,449)	2,020,631	
Depreciation	(1,697,010)	(1,905,000)	(1,746,250)	
YTD Fund Balance Increase (Decrease) with depreciation	2,846,698		274,381	
STORM WATER FUND				
	Actual	Annual Budget	Actual to Date	YTD %
	FY 2021	FY 2022	FY 2022	Collected
Revenues				
Charges for Services	\$ 1,138,076	\$ 1,282,004	\$ 1,280,536	99.89%
Miscellaneous Revenue	147,012	192,000	(186,716)	-97.25%
Intergovernmental	-	150,000	-	
Total	\$ 1,285,087	\$ 1,624,004	\$ 1,093,820	67.35%
Expenses				
Personnel Services	\$ 229,630	\$ 247,653	\$ 198,061	79.98%
Supplies	29,584	38,650	24,472	63.32%
Other Services & Charges	205,430	172,282	151,399	87.88%
Capital Outlay	-	1,795,000	22,962	1.28%
Other Uses	35,025	-	-	
Total	\$ 499,669	\$ 2,253,585	\$ 396,894	17.61%
YTD Fund Balance Increase (Decrease)	785,419	(629,581)	696,926	
Depreciation	(321,725)	(400,000)	(366,667)	
YTD Fund Balance Increase (Decrease) with depreciation	463,694		330,259	

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
11 MONTHS ENDING November 30, 2022
91.67%



CASH AND INVESTMENTS					
101	General Fund	6,679,056			Average interest Rate
	Fire Insurance Escrow	693	Wells Fargo	321,918	0.00%
210	Charitable Gambling Board	55,045	4M Fund	452,573	3.47%
211	City Rental Property Mgmt	91,554	State Bank of Faribault	3,390,396	3.14%
215	Public Safety Programs	42,766	Citizens Community Federal	2,569,382	3.61%
217	Library Estate Donation	2,946,658	RBC	34,316,883	1.75%
225	Airport	517,030	Oppenheimer	6,919,503	1.73%
240	Community Development	80,637		<u>\$ 47,970,655</u>	
241	Public Housing	153,971			
	Security Deposits Escrow	16,889			
243	Industrial Development Loan	258,510			
244	Rental Housing Rehabilitation	192,015	Petty cash (on hand)	1,202	
247	SCDP Revolving Loans	365,447	Escrow Accounts	33,890	3.58%
248	Federal MIF Loans	636,344		<u>\$ 35,092</u>	
249	Minnesota Investment Fund	14,299			
254	CRV Rehabilitation Program	58,070			
263-272	TIF Districts	118,062			
280	Faribault HRA	1,135,792			
290	Economic Development Authority	1,396,118	TOTAL CASH	<u>\$ 48,005,747</u>	
292	EDA Revolving Fund	400,885			
344-349	Debt Service Funds	2,724,516			
401	Street Improvement Projects	2,210,639			
404	Park Land Dedication	788,573			
431	Capital Replacement Fund	1,974,001			
437	Public Facility Projects	113,568			
601	Water Fund	7,399,470			
602	Sewer Fund	12,198,075			
603	Storm Water Fund	3,814,392			
704	Worker's Compensation	288,647			
705	Property Liability Reserve	138,506			
873	Roberds Lake Sewer District	26,090			
897	Elderly Housing Corporation	469,271			
898	Robinwood Manor	683,849			
	Escrow Account	16,308			
	Total	<u>\$ 48,005,747</u>			