



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, NOVEMBER 23, 2021

6:00 PM

1. Call to Order/Roll Call/Pledge of Allegiance
2. Presentations/Introductions
 - A. Award of Excellence from Minnesota Recreation and Parks Association for Hometown Holiday Lights Display
3. Approve minutes of November 9, 2021 City Council Meeting
 - A. November 9, 2021 City Council Meeting Minutes
4. Consent Agenda
 - A. List of Claims for Release
 - B. Resolution 2021-233 Declaring 2022 Precinct Polling Locations
 - C. Resolution 2021-234 Levying Special Assessments for Delinquent Water, Sewer, and Storm Water Accounts
 - D. Resolution 2021-235 Levying Special Assessments for Miscellaneous Delinquent Receivable Accounts
 - E. Approve LG220 Application for Exempt Permit for Catholic United Financial Council 13SS Lawrence/Anne
 - F. Resolution 2021-236 Approve Massage Therapy License
 - G. Resolution 2021-237 Approve 2022 Off- Sale Liquor License Renewals
 - H. Resolution 2021-238 Approve 2022 Club/Sunday Liquor License Renewals
 - I. Resolution 2021-239 Approve 2022 Low Volume/Sunday Liquor License Renewal
 - J. Resolution 2021-240 Approve 2022 Off-Sale Malt Liquor License Renewals
 - K. Resolution 2021-241 Approve 2022 Restaurant On-Sale/Sunday Liquor License Renewals
 - L. Resolution 2021-242 Approve 2022 On-Sale Theater Wine and Malt Liquor License Renewals
 - M. Resolution 2021-243 Approve 2022 On-Sale Wine and 3.2% Malt Liquor License Renewals
 - N. Resolution 2021-244 Approve 2022 Liquor License for 10,000 Drops Craft Distillers LLC
 - O. Resolution 2021-245 Approve 2022 Convention Center On-Sale and Sunday Liquor License Renewals
 - P. Resolution 2021-246 Approve 2022 Tobacco License Renewals
 - Q. Approve Fireworks Display Permit for Winterfest
 - R. Approve Police Department Policy 403 - Case Management
 - S. Resolution 2021-247 Approving Credit Card Use Policy
 - T. Resolution 2021-249 Authorize Write-off of Deferred Assessment
 - U. Approve MNPEA Police Support Services Labor Agreement for 2022 - 2024
 - V. Approve Agreement with Law Enforcement Labor Services (Local No. 357) for 2022 - 2024

- W. Resolution 2021-250 Adopting the 2022-2024 Non-Union Compensation Plan
- X. Resolution 2021-252 Initiate Project and Order Feasibility Report for 2022 MSA Street Reconstruction Improvements - Contract 2022-04
- Y. Resolution 2021-253 Initiate Project and Order Feasibility Report for 2022 Calvary Drive Street and Utility Extension Improvements - Contract 2022-05
- Z. Resolution 2021-254 Initiate Project and Order Feasibility Report for 2022 Miscellaneous Watermain Improvements - Contract 2022-06
- AA. Resolution 2021-251 Initiate Project and Order Feasibility Report for 2022 Faribault Road Reconstruction and Lyndale Avenue Trail Improvements - Contract 2022-03
- BB. Resolution 2021-255 Authorize Payment as Recommended by the Charitable Gambling Board to Faribault Main Street
- CC. Approve Release Agreements - Early Voluntary Retirement
- DD. Resolution 2021-257 Approving State of Minnesota Joint Powers Agreements with the City of Faribault on Behalf of its City Attorney and Police Department

5. Requests to be Heard

6. Public Hearings – None

7. Items for Discussion

- A. Ordinance 2021-11 Approve PUD Overlay District to Authorize Two Principal Structures on One Multi-Family Residential Lot at 903 Spring Road - Second Reading
 - 1. Approve Summary Publication of Ordinance 2021-11
- B. Resolution 2021-256 Approve Preliminary and Final Plat of Faribault Buckham Center Addition
- C. Ordinance 2021-12 Repeal and Replace Chapter 15, Article 7 of the City's Unified Development Ordinance related to Park Dedication - First Reading
- D. Ordinance 2021-13 Repeal Chapter 7, Article 1, Section 7-7 of the Faribault Code of Ordinances related to a Park Development Surcharge - 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.



Presented to

FARIBAULT PARKS AND RECREATION

For

Hometown Holidays Drive-By Tree Display

Setting a Standard of Excellence in the
Field of Recreation, Parks and Leisure Services

2020

Minnesota Recreation and Park Association



CITY COUNCIL MINUTES

COUNCIL CHAMBERS

TUESDAY, NOVEMBER 9, 2021

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

The regular meeting of the City Council was called to order by Mayor Kevin Voracek at 6:00pm. Councilors Sara Caron, Royal Ross, Peter van Sluis, Tom Spooner, Janna Viscomi and Jon Wood were in attendance. Also, in attendance was City Administrator Tim Murray, Assistant to the City Administrator Heather Slechta, Public Works Director Travis Block, Community and Economic Development Director Deanna Kuennen, Police Chief Andy Bohlen and Finance Director Jeanne Day.

Presentations/Introductions

Introduction of new Police Officers by Chief Andy Bohlen

Police Chief Andy Bohlen introduced six new members of the Police Force to the Council; Officer Brad Arens, Officer Lance Ulrich, Officer Reed Bartsch, Officer Jacob Charlton, Officer Brandon McCarthy and Officer Tyler Wilson. Bohlen explained that due to COVID-19 the officers were sworn in at the Police Department and that this was an opportunity to introduce them all to the Council. Mayor Voracek welcomed the officers to the City of Faribault.

Approve minutes of October 26, 2021 Regular City Council Meeting and November 2, 2021 Special City Council Meeting - Closed Session

Motion by Ross, seconded by Spooner to approve the minutes of the October 26, 2021 and November 2, 2021 City Council Meeting and carried unanimously.

Consent Agenda

- A. List of Claims for Release
- B. Resolution 2021-231 Authorize Execution of Minnesota Department of Transportation Grant Agreement No.1047453 for Airport Maintenance and Operation
- C. Approve Policy 201 - Allegations of Misconduct
- D. Approve 2022 Insurance Liability Coverage Waiver Form
- E. Approve Early Retirement Incentive Program
- F. Resolution 2021-232 Approve Appointments to the Economic Development Authority and Housing and Redevelopment Authority
- G. Approve Change Order No.2 for Flood Mitigation Project
- H. Accept Seasonal Bids for Miscellaneous Materials and Services
- I. Demolition of 1811 7th Street NW

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

Requests to be Heard – None

Public Hearings

Consider Increase in 2022 On-Sale Intoxicating Liquor License Fees

Assistant to the City Administrator Heather Slechta explained to the Council that due to the COVID-19 Pandemic and the extended closures and limits on capacity of bars and restaurants in 2020 and 2021, the City Council on February 9, 2021 adopted Resolution 2021-026 that approve a revised 2021 Fee Schedule. The adoption of this resolution resulted in a 50% reduction of all on-sale liquor licenses issued in the City.

Per MN State Statute 340A.408 Retail License Fees; increases; notice, hearing, states that no city, town, or county shall increase the fee for a liquor license governed by subdivision 1, 2, or 3, except after notice and hearing on the proposed increase. Notice of the proposed increase must be mailed to all affected licensees at least 30 days before the date set for the hearing. All licensees were notified

via mail on September 27, 2021, of the public hearing and notice was published in the Faribault Daily News on October 23 and October 28, 2021.

At the Work Session on July 20, 2021, the Council reviewed the proposed 2022 Fee Schedule that put the 2022 On-Sale Liquor License fees back to the 2020 rates. Slechta explained that these fees will be officially adopted at the December 14, 2021 City Council meeting. At such time, the licensees will be invoiced for their 2022 Liquor Licenses.

Motion by Ross, seconded by van Sluis to open the public hearing and carried unanimously. The public hearing was opened at 6:12 pm.

There were no comments from the public.

Motion by Ross, seconded by van Sluis to close the public hearing and carried unanimously. The public hearing closed at 6:12 pm.

Mayor Voracek felt that businesses were still dealing with the effects of the pandemic and suggested raising the fees to 75% of the 2020 rates. Councilors Viscomi and van Sluis both supported that.

Motion by Ross, seconded by Viscomi to adjust the license fees to 75% of the 2020 rates and carried unanimously.

Renewal of Currency Exchange License for Luis and Ana Del Aguila

Assistant to the City Administrator Heather Slechta explained that the City received a renewal notification from the Minnesota Department of Commerce for a Currency Exchange License from Luis and Ana Del Aguila, to continue operating a currency exchange at 327 Central Avenue. The application was complete. Background checks on each of the owners and officers were completed by the MN Bureau of Criminal Apprehension and no record was found. The application also included a fee schedule of all fees to be charged by the currency exchange office, and a \$10,000 surety bond valid through December 31, 2022. The Currency Exchange License enables the licensee to be able to provide check-cashing services for the public to be able to cash payroll checks, federal and state checks, commercial checks, personal checks, and cashier checks. A Currency Exchange License is required for all locations that are not associated with a financial institution.

Motion by Wood, seconded by Ross to open the public hearing and carried unanimously. The public hearing opened at 6:14pm.

There were no comments from the public.

Motion by van Sluis, seconded by Caron to close the public hearing and carried unanimously. The public hearing closed at 6:14 pm.

Motion by van Sluis, seconded by Viscomi to approve the Renewal of Currency Exchange License for Luis and Ana Del Aguila and carried unanimously.

Items for Discussion

Resolution 2021-229 Approve Variances from Setback Requirements for Side Yards Regarding Buildings and Parking Lot at 903 Spring Road; Ordinance 2021-11 Approve PUD Overlay District to Authorize Two Principal Structures on One Multi-Family Residential Lot at 903 Spring Road - First Reading and Resolution 2021-230 Approve a Conditional Use Permit to Relocate a Previously Occupied Dwelling to 903 Spring Road

Community and Economic Development Director Deanna Kuennen explained that at its meeting on October 18, 2021, the Planning Commission held a public hearing regarding a proposed development at 903 Spring Road. The development plans called for one new four-unit building to be built and a four-unit building moved on to the site. The development as proposed will require approval of three associated planning and zoning application; variances, a Planned Unit Development (PUD) and a Conditional Use Permit (CUP).

Kuennen explained that a parking lot setback variance was requested to allow a 5-foot setback from

the east, where 10-feet is the minimum required for this district. Building setback variances were requested to allow both proposed buildings to be at a 10-foot setback from the west lot line where a minimum of 15- feet is required in the R-4 district. A PUD will be required to have more than one principal building on a single lot and a CUP was also requested in this case to approve the move-in and use of a previously occupied dwelling at this site as required by Sec. 7-30 of the Unified Development Ordinance (UDO).

By a three to three vote the motion failed, resulting in no recommendation from the Planning Commission being forwarded on this matter. Staff recommendation of denial was forwarded for consideration by the City Council. At its meeting of October 26, 2021, the City Council considered the report from the Planning Commission hearing and recommendation from Staff in this case, and determined that there was justification for the requested variances. The City Council by a 6-1 vote passed a motion directing staff to prepare findings for approval of variances and associated applications for the proposed development plan and bring the matter back for consideration. Staff prepared findings for approval of the variances found in the draft resolution for City Council consideration.

Councilor Ross asked if the plan was to move-in the building first and what guarantee does the City have that the developer would build a second building, Kuennen explained that there is no guarantee. Planning Coordinator Peter Waldock explained that there could be some zoning actions if the PUD is not followed, however, staff would need to work with the city attorney's office. There is also a possibility of charging an escrow for the site plan. Waldock will speak with the attorney's office prior to the second reading of Ordinance 2021-11 and report back to the Council on different options the City may have if the second building is not completed.

Resolution 2021-229 Approve Variances from Setback Requirements for Side Yards Regarding Buildings and Parking Lot at 903 Spring Road

Motion by Spooner, seconded by Wood to approve Resolution 2021-229 Approve Variances from Setback Requirements for Side Yards Regarding Buildings and Parking Lot at 903 Spring Road and carried unanimously.

Ordinance 2021-11 Approve PUD Overlay District to Authorize Two Principal Structures on One Multi-Family Residential Lot at 903 Spring Road - First Reading

Motion by van Sluis, seconded by Wood to approve Ordinance 2021-11 Approve PUD Overlay District to Authorize Two Principal Structures on One Multi-Family Residential Lot at 903 Spring Road - First Reading

Roll Call Vote:

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

Nay:

Motion carried 7:0

Resolution 2021-230 Approve a Conditional Use Permit to Relocate a Previously Occupied Dwelling to 903 Spring Road

Motion by Spooner, seconded by van Sluis to approve Resolution 2021-230 Approve a Conditional Use Permit to Relocate a Previously Occupied Dwelling to 903 Spring Road and carried unanimously.

Bids - None

Boards and Commissions Reports, Announcements and Project Updates

Councilor Wood informed the Council that the HRA met and toured 230 Central, the property owner will be providing updates to the HRA on the progress of the apartments.

Police Chief Andy Bohlen once again thanked Scott Amundson, of C&S Vending, the Paradise Center for the Arts for the fundraising event in October. The event raised over \$20,000 that will be used for mental health needs for Police Department staff. Mayor Voracek stated that this was a great idea and community reach out.

Mayor Voracek reminded everyone that the KC Poultry Bingo is this weekend.

Adjournment

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

Meeting adjourned at 6:30 pm.

Respectfully submitted,

Heather Slehta
Assistant to the City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Day, Finance Director
MEETING DATE: November 23, 2021
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 \$1,375,881.51, which includes check numbers 173172 to 173298 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:

It is recommended that the City Council approve the attached List of Claims for release.

Attachments:

1. 11-23-2021 Council AP List

AP
AP Council Approval 11-23-2021



User: astadler
Printed: 11/18/2021 2:41:49 PM

Check Numb	Last Name	Acct 1	Amount	Description
0	Ag Partners Coop	101-45200-450-42160	6,997.38	Fertilizer
0	Ag Partners Coop	101-45200-450-42160	110.40	Brush Killer
	Ag Partners Coop		7,107.78	
173184	Aim Electronics Inc	101-45200-450-42110	5,185.00	Replacement Scoreboard Panels/Digits
	Aim Electronics Inc		5,185.00	
173185	Airgas USA LLC	101-43126-430-44160	70.42	Cylinder Rent
173185	Airgas USA LLC	101-43126-430-44160	144.00	Oxygen Acetylene Tank Lease
173185	Airgas USA LLC	601-49430-000-42110	36.54	Cut Off Wheels
	Airgas USA LLC		250.96	
173186	Amazon Capital Services	101-42220-420-42410	78.89	Tourniquet 6-Pack/Tourniquet 2-Pack
173186	Amazon Capital Services	101-45110-450-42010	8.50	Time Clock Ribbons
173186	Amazon Capital Services	101-45122-450-42110	28.12	Public Telephone - Front Desk
173186	Amazon Capital Services	101-42110-420-42020	111.04	Flash Drives - Microphone - Extension Cable
173186	Amazon Capital Services	101-42700-420-42110	14.98	iPhone Case - iPhone Screen Protector
173186	Amazon Capital Services	101-45130-450-42110	283.75	Neon Night Event Supplies
173186	Amazon Capital Services	101-42220-420-42110	17.76	Energizer Batteries
173186	Amazon Capital Services	101-42700-420-42180	44.85	Fleece Headband
173186	Amazon Capital Services	101-42700-420-42110	44.94	Mini Keychain Toy Flashlights-For Parades/Etc
	Amazon Capital Services		632.83	
0	American Engineering Testing Inc	404-45200-450-45300	2,160.75	Engineering Fees - Fleckenstein Bluffs Shelter
	American Engineering Testing Inc		2,160.75	
173187	American Red Cross	101-45130-450-43131	32.00	Civic Certificates

Check Numb	Last Name	Acct 1	Amount	Description
	American Red Cross		32.00	
0	APG Media of Southern Minnesota LLC	601-49430-000-45200	825.00	Well House 5 Bid Ad
0	APG Media of Southern Minnesota LLC	898-46310-000-43430	218.50	2 Bedroom Market Rate Marketing 10/8 - 10/22/2021
0	APG Media of Southern Minnesota LLC	473-43121-430-45303	287.50	Proposed Assessment Notice-2020 Street Recon
0	APG Media of Southern Minnesota LLC	473-43121-430-45305	287.50	Proposed Assessment Notice-13 St NW Extension
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	1,312.50	Council & Committee Agendas
0	APG Media of Southern Minnesota LLC	240-46210-460-43510	75.00	Coding PHA Annual Plan Advertising
0	APG Media of Southern Minnesota LLC	101-41910-410-43510	162.50	Calvary Cemetery & 903 Spring Rd Public Hearings
0	APG Media of Southern Minnesota LLC	101-43110-430-43430	112.50	Seasonal Bid Ad
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	525.00	Council & Work Session Agenda Notices
0	APG Media of Southern Minnesota LLC	240-46210-460-43130	112.50	HPC Meeting
	APG Media of Southern Minnesota LLC		3,918.50	
173188	APX Construction Group LLC	101-45500-450-45300	58,336.41	Plaza Construction
	APX Construction Group LLC		58,336.41	
173189	Aspen Mills	101-42123-420-42180	228.98	Loadbearing Vest / A Marvin
	Aspen Mills		228.98	
173190	Baker & Taylor Entertainment	101-45500-450-42190	853.83	Books
173190	Baker & Taylor Entertainment	101-45500-450-42190	212.56	Books
173190	Baker & Taylor Entertainment	101-45500-450-42190	3.02	Books
173190	Baker & Taylor Entertainment	101-45500-450-42190	478.33	Books
173190	Baker & Taylor Entertainment	101-45500-450-42190	732.74	Books
173190	Baker & Taylor Entertainment	101-45500-450-42190	93.61	Books
	Baker & Taylor Entertainment		2,374.09	
173191	Bauer Ryan	101-45200-450-44010	317.92	Plumbing Repairs Wapacuta Bathrooms
173191	Bauer Ryan	101-45200-450-44010	777.75	Plumbing Repairs-Bell Field
173191	Bauer Ryan	101-42110-420-44010	1,877.29	Installation of 2 Toilets-Police Dept
173191	Bauer Ryan	101-45200-450-44010	312.07	Plumbing Repairs-No Alex Shelter #1
	Bauer Ryan		3,285.03	
0	BGMN Inc	101-42123-420-42130	55.61	Diesel Fuel Additive PWP
0	BGMN Inc	101-45200-450-42130	111.20	Diesel Fuel Additive PWP
0	BGMN Inc	602-49450-000-42130	83.41	Diesel Fuel Additive PWP

Check Numb	Last Name	Acct 1	Amount	Description
0	BGMN Inc	601-49430-000-42130	83.41	Diesel Fuel Additive PWP
0	BGMN Inc	101-43121-430-42130	222.42	Diesel Fuel Additive PWP
	BGMN Inc		556.05	
0	BHE Renewables	602-49480-000-43810	11,364.88	Solar Energy - September
	BHE Renewables		11,364.88	
173192	Blow Vern	603-00000-000-20200	0.19	Refund Check 007343-000, 55 Willow St
173192	Blow Vern	601-00000-000-20200	52.16	Refund Check 007343-000, 55 Willow St
173192	Blow Vern	601-00000-000-20200	0.03	Refund Check 007343-000, 55 Willow St
173192	Blow Vern	602-00000-000-20200	0.28	Refund Check 007343-000, 55 Willow St
173192	Blow Vern	601-00000-000-20200	0.03	Refund Check 007343-000, 55 Willow St
	Blow Vern		52.69	
0	Bolton & Menk Inc	601-49430-000-45300	14,128.50	(2021-12) NW Area Water Tower
	Bolton & Menk Inc		14,128.50	
0	Border States Industries Inc	101-45200-450-42110	8.25	Light Bulb Socket
	Border States Industries Inc		8.25	
173193	Borka David	101-45500-450-43130	300.00	Hometown Holidays Santa
	Borka David		300.00	
173194	Brown Jeremy	601-00000-000-20200	60.60	Refund Check 007927-003, 530 7 St NW
	Brown Jeremy		60.60	
173195	Castle Rock Materials LLC	101-45200-450-44050	20.45	Gravel
	Castle Rock Materials LLC		20.45	
173196	Cemstone Products Co Inc	101-45200-450-42110	704.50	Cement - Prairie & Bluebird Park Benches
	Cemstone Products Co Inc		704.50	
173178	CenturyLink	101-41940-410-43210	325.00	City Hall - November
173197	CenturyLink	225-49810-430-43210	58.39	507-334-7494 946 Airport

Check Numb	Last Name	Acct 1	Amount	Description
173197	CenturyLink	602-49450-000-43210	79.36	507-334-0574 498
173197	CenturyLink	601-49430-000-43210	50.48	Liftstation Phone Service
173197	CenturyLink	602-49450-000-43210	58.39	507-334-2013 950
173197	CenturyLink	602-49450-000-43210	58.39	507-334-2308 955 Lift Station
173197	CenturyLink	602-49450-000-43210	58.39	507-333-2548 954
173197	CenturyLink	602-49450-000-43210	58.39	507-334-2185 956 Lift Station
173197	CenturyLink	902-00000-000-23935	-728.65	507 Z01-0018 863 Monthly Charges
173197	CenturyLink	602-49450-000-43210	58.39	507-333-2530 953
173197	CenturyLink	902-00000-000-23935	728.65	Monthly Phone Bill - November
173197	CenturyLink	101-42210-420-43210	123.78	507-334-0486 496
173197	CenturyLink	101-41940-410-43210	58.39	507-334-8409 948
173197	CenturyLink	602-49450-000-43210	58.39	507-333-2550 951
173197	CenturyLink	225-49810-430-43210	58.39	507-334-3495 952 Airport
173198	CenturyLink	101-41940-410-43210	30.22	Monthly Phone Bill - October
	CenturyLink		1,134.35	
173199	Chavis William	101-42210-420-42410	149.99	Vacuum Cleaner
	Chavis William		149.99	
0	Cintas Corporation	601-49430-000-44060	25.25	Uniform Cleaning Water
0	Cintas Corporation	601-49430-000-44060	6.59	Uniform Cleaning Stormwater
0	Cintas Corporation	101-43126-430-44060	3.50	Laundry Shop Towels
0	Cintas Corporation	101-45200-450-44060	31.10	Laundry
0	Cintas Corporation	101-43121-430-44060	26.49	Uniform Cleaning Streets
0	Cintas Corporation	602-49480-000-44060	23.28	Lab Towels Floor Mats
0	Cintas Corporation	101-43121-430-44060	26.49	Uniform Cleaning Streets
0	Cintas Corporation	603-49500-000-44060	6.59	Uniform Cleaning Stormwater
0	Cintas Corporation	602-49450-000-44060	14.97	Uniform Cleaning Sewer
0	Cintas Corporation	602-49450-000-44060	14.97	Uniform Cleaning Sewer
0	Cintas Corporation	601-49430-000-44060	25.25	Uniform Cleaning Water
0	Cintas Corporation	602-49480-000-44060	36.23	Uniform Laundry
0	Cintas Corporation	101-43126-430-44060	12.68	Uniform Cleaning Mechanics
0	Cintas Corporation	602-49480-000-44060	173.46	Uniform Laundry
0	Cintas Corporation	101-41940-410-44060	13.38	Laundry Services - Towels & Mops
0	Cintas Corporation	602-49480-000-44060	10.96	Lab Towels Floor Mats
0	Cintas Corporation	101-45200-450-44060	31.71	Laundry
0	Cintas Corporation	101-43126-430-44060	3.50	Laundry Shop Rags
0	Cintas Corporation	101-43126-430-44060	12.68	Uniform Cleaning Mechanics
0	Cintas Corporation	101-45200-450-44060	30.74	Laundry
0	Cintas Corporation	101-43121-430-44060	26.49	Uniform Cleaning Streets
0	Cintas Corporation	101-43126-430-44060	12.68	Uniform Cleaning Mechanics

Check Num	Last Name	Acct 1	Amount	Description
	Cintas Corporation		568.99	
173200	City of Faribault	241-46330-461-43820	11.36	005090-016 1814 Shumway Ave
173200	City of Faribault	241-46330-461-43820	11.36	005090-003 1528 Western Ave
173200	City of Faribault	241-46330-461-43820	11.36	005090-026 1526 Western Ave
173200	City of Faribault	602-49480-000-43820	2,892.91	005003-019 214 14 St NE
173200	City of Faribault	873-49499-000-43090	594.00	October Administrative Billing Fee Per Agreement
173200	City of Faribault	898-46310-000-43860	68.74	014197-000 1324 Prairie Ave
173200	City of Faribault	902-00000-000-23935	-7,373.23	Water/Sewer-October
173200	City of Faribault	873-49499-000-43850	2,889.52	Roberds Lake SIU Bill October
173200	City of Faribault	602-49480-000-43860	195.80	005003-019 214 14 St NE
173200	City of Faribault	101-45127-450-43820	22.11	005003-043 705 17 St SW
173200	City of Faribault	601-49430-000-43850	32.03	005003-032 812 8 Ave NW (New Water Plant)
173200	City of Faribault	211-46310-460-43850	32.86	005003-000 16 1 St SE
173200	City of Faribault	902-00000-000-23935	7,373.23	Water/Sewer-October
173200	City of Faribault	241-46330-461-43860	38.36	005090-026 1526 Western Ave
173200	City of Faribault	241-46330-461-43820	11.36	005090-001 920 1 St SW
173200	City of Faribault	225-49810-430-43860	237.58	005003-004 3401 Hwy 21 W
173200	City of Faribault	241-46330-461-43820	11.36	005090-000 910 1 St SW
173200	City of Faribault	211-46310-460-43820	23.96	005003-000 16 1 St SE
173200	City of Faribault	101-45127-450-43850	11.30	005003-043 705 17 St SW
173200	City of Faribault	241-46330-461-43820	11.36	005090-006 1810 Shumway Ave
173200	City of Faribault	225-49810-430-43820	11.36	005003-005 Airport Terminal
173200	City of Faribault	241-46330-461-43820	11.36	005090-007 1806 Shumway Ave
173200	City of Faribault	225-49810-430-43820	15.35	005003-004 3401 Hwy 21 W
173200	City of Faribault	898-46310-000-43820	173.00	014197-000 1324 Prairie Ave
173200	City of Faribault	225-49810-430-43850	8.32	005003-005 Airport Terminal
173200	City of Faribault	602-49480-000-43820	2,205.43	005003-023 214 14 St NE
173200	City of Faribault	101-45127-450-43820	911.22	005003-030 705 17 St SW-Irrigation
173200	City of Faribault	241-46330-461-43860	20.69	005090-007 1806 Shumway Ave
173200	City of Faribault	602-49480-000-43820	11.36	005003-022 214 14 St NE
173200	City of Faribault	241-46330-461-43820	11.36	005090-004 1818 Shumway Ave
173200	City of Faribault	225-49810-430-43850	13.51	005003-004 3401 Hwy 21 W
173200	City of Faribault	211-46310-460-43860	5.70	005003-000 16 1 St SE
173200	City of Faribault	898-46310-000-43850	300.14	014197-000 1324 Prairie Ave
173200	City of Faribault	101-45127-450-43860	31.52	005003-043 705 17 St SW
173200	City of Faribault	241-46330-461-43860	19.10	005090-000 910 1 St SW
	City of Faribault		10,856.75	
173201	CL Bensen Company Inc	101-45122-450-42110	689.09	HVAC Air Filters

Check Numb	Last Name	Acct 1	Amount	Description
	CL Bensen Company Inc		689.09	
173202	Clark Bridget	601-00000-000-20200	39.46	Refund Check 021731-000, 2213 Birn-Hill Dr
	Clark Bridget		39.46	
173172	Colonial Life	101-00000-000-21711	80.00	PR Batch 00522.11.2021 Short Term Disability
	Colonial Life		80.00	
173203	Commercial Asphalt Company	101-43121-430-42240	703.20	Hot Mix For Street Patching
	Commercial Asphalt Company		703.20	
173204	Community Co-op Oil Assn	101-00000-000-15520	13,017.83	Diesel Fuel for Vehicles & Equipment
173204	Community Co-op Oil Assn	101-45122-450-42120	32.88	Lawn Mower Gas
173204	Community Co-op Oil Assn	101-43121-430-44040	26.75	Tire Repair / Street #110
173204	Community Co-op Oil Assn	101-00000-000-15520	-1,199.80	Diesel Discount
173204	Community Co-op Oil Assn	101-00000-000-15520	5,468.19	Unleaded Fuel for Vehicles & Equipment
173204	Community Co-op Oil Assn	101-43121-430-44040	44.95	Tire Repair / Street #118
173204	Community Co-op Oil Assn	101-42220-420-42120	34.00	Fuel
173204	Community Co-op Oil Assn	101-42220-420-42120	21.02	Fuel
173204	Community Co-op Oil Assn	101-43121-430-42220	114.95	Used Tire / Street #217
	Community Co-op Oil Assn		17,560.77	
173205	Consolidated Communications	602-49450-000-43210	62.51	Lift Station Phone Service
	Consolidated Communications		62.51	
173206	Crane Creek Asphalt	602-49450-000-42240	1,649.72	Asphalt For Sewer Repair Summer Ln
173206	Crane Creek Asphalt	601-49430-000-42240	1,420.25	Asphalt For 1st St Watermain Break Repair
173206	Crane Creek Asphalt	101-45200-450-44050	2,902.60	Asphalt Patching North Alex Parking Lot
173206	Crane Creek Asphalt	101-43121-430-42240	300.00	Tack For Asphalt Patching
173206	Crane Creek Asphalt	101-45200-450-44050	3,276.00	Asphalt (Nature Center Lot)
173206	Crane Creek Asphalt	101-43121-430-42240	570.78	Asphalt Patching North Alex Parking Lot
	Crane Creek Asphalt		10,119.35	
173207	Creative Co-Op	101-45122-450-42110	161.00	Trash Bags
173207	Creative Co-Op	101-42110-420-42230	24.00	55 Gallon Trash Bags

Check Numb	Last Name	Acct 1	Amount	Description
	Creative Co-Op		185.00	
173208	Creative Forms & Concepts Inc	101-41510-410-42030	370.04	1099 and 1098 Forms & Shipping
173208	Creative Forms & Concepts Inc	101-41800-410-42030	303.38	W2 Forms & Shipping
	Creative Forms & Concepts Inc		673.42	
173209	Culligan	602-49480-000-44160	47.00	Softener Rental
173209	Culligan	101-45500-450-44160	37.00	Drinking Water Equip Rental
173209	Culligan	101-45122-450-44160	36.00	Drinking Water Equipment Rental
173209	Culligan	101-42110-420-42230	175.80	Drinking Water
173209	Culligan	101-41940-410-42110	40.00	Softener Salt
173209	Culligan	101-45500-450-44010	94.00	Solar Salt
	Culligan		429.80	
173210	Dakota County Technical College	101-42123-420-43140	600.00	Basic PIT / T Wilson
	Dakota County Technical College		600.00	
173211	Dakota Supply Group	601-49430-000-42110	650.50	Water Main Repair Clamps
173211	Dakota Supply Group	601-49430-000-42110	4,770.58	Water Main Parts
173211	Dakota Supply Group	601-49430-000-42110	494.43	Water Main Repair Sleeve
173211	Dakota Supply Group	601-49430-000-42110	196.14	Water Main Repair Sleeve
173211	Dakota Supply Group	601-49430-000-42110	855.55	Water Main Sleeve
173211	Dakota Supply Group	601-49430-000-42110	1,019.68	Water Hydrant Parts
173211	Dakota Supply Group	601-49430-000-42110	-5,886.09	Water Main Parts
	Dakota Supply Group		2,100.79	
0	Demco Inc	101-45500-450-42410	4,268.75	Book Trucks
	Demco Inc		4,268.75	
173212	Department of Human Services	101-45200-450-43090	1,278.75	State Crew Services
173212	Department of Human Services	101-45127-450-43090	305.25	State Crew Services
	Department of Human Services		1,584.00	
173213	Display Sales	101-45200-450-42110	1,047.50	Banner Brackets & Pins

Check Numb	Last Name	Acct 1	Amount	Description
	Display Sales		1,047.50	
173214	Dufour Cleaners	101-42220-420-42180	61.00	Sew Buttons and Patches on Uniforms
	Dufour Cleaners		61.00	
0	Eckberg Lammers PC	101-41610-410-43045	12,369.85	December Retainer
	Eckberg Lammers PC		12,369.85	
173215	Ehlers & Associates Inc	269-46500-462-43070	191.25	TIF 8 and TIF 11 Final Calculations
173215	Ehlers & Associates Inc	266-46500-462-43070	191.25	TIF 8 and TIF 11 Final Calculations
	Ehlers & Associates Inc		382.50	
173216	Eickhoff's Cleaning & Lawn Care Inc	101-45200-450-43090	3,160.00	Broadleaf Spraying
173216	Eickhoff's Cleaning & Lawn Care Inc	101-45200-450-43090	240.00	Broadleaf Spraying FFAC
173216	Eickhoff's Cleaning & Lawn Care Inc	101-45200-450-43090	250.00	Weed Control Spraying
	Eickhoff's Cleaning & Lawn Care Inc		3,650.00	
173217	Elmore James	601-00000-000-20200	0.20	Refund Check 006170-001, 2047 7 St NW
	Elmore James		0.20	
173218	Enslow Publishing LLC	101-45500-450-42190	272.25	Books
	Enslow Publishing LLC		272.25	
173219	Environmental Equipment & Service	101-43121-430-42210	370.00	Gasket For Door On #217
	Environmental Equipment & Service		370.00	
173220	Fareway Stores Inc #126	101-45125-450-42110	60.99	Cake - 20th Anniversary of Pool
173220	Fareway Stores Inc #126	101-41940-410-42115	35.61	Coffee & Water
173220	Fareway Stores Inc #126	101-42110-420-42115	31.78	Refreshments for New Officer Open House
173220	Fareway Stores Inc #126	101-42110-420-42115	4.99	Refreshments for New Officer Open House
	Fareway Stores Inc #126		133.37	
173221	Faribault Ace Hardware	602-49480-000-42110	74.65	Cleaning Supplies/Grass Seed
173221	Faribault Ace Hardware	101-45122-450-42110	0.48	Fasteners

Check Numb	Last Name	Acct 1	Amount	Description
173221	Faribault Ace Hardware	601-49430-000-42110	66.90	Plumbing Supplies
173221	Faribault Ace Hardware	101-42220-420-42110	8.99	Hose Mender
173221	Faribault Ace Hardware	101-45122-450-42110	44.07	Drain Cleaner/Garbage Bags/ Broom/Dustpan
173221	Faribault Ace Hardware	101-45200-450-42110	0.56	Fasteners
173221	Faribault Ace Hardware	101-42220-420-42210	8.09	Receiver Pin
173221	Faribault Ace Hardware	101-45122-450-42110	16.62	Furniture Feet Pads - Benches
173221	Faribault Ace Hardware	101-43121-430-42210	-7.28	Invoice #22753 Paid to Faribault Ace Hardware In Error
173221	Faribault Ace Hardware	602-49480-000-42110	89.17	Cleaning Supplies/Rope
173221	Faribault Ace Hardware	101-45200-450-42110	37.77	Garbage Bags
173221	Faribault Ace Hardware	101-45122-450-42230	10.78	Thread Adapters
173221	Faribault Ace Hardware	101-45122-450-42110	41.35	Cleaner/Trash Bags/Dusters
173221	Faribault Ace Hardware	101-41940-410-42110	19.99	Twinkle Lights - City Hall
173221	Faribault Ace Hardware	101-45122-450-42110	16.17	Duct Tape
173221	Faribault Ace Hardware	601-49430-000-42110	24.28	Fasteners
173221	Faribault Ace Hardware	101-42220-420-42410	403.98	Impact Tool and Battery Pack
173221	Faribault Ace Hardware	101-45122-450-42110	34.65	Cleaners/Felt Pads/Scouring Pads
173221	Faribault Ace Hardware	601-49430-000-42110	2.51	Plumbing Supplies
173221	Faribault Ace Hardware	101-41940-410-42110	50.36	Twinkle Lights-City Hall
	Faribault Ace Hardware		944.09	
173222	Faribault Area Chamber of Commerce	101-41110-410-44384	13,901.65	Lodging Tax
173222	Faribault Area Chamber of Commerce	101-41110-410-43310	375.00	2021 Chamber Gala - Spooner/Wood/Viscomi/Ross/Van Sluis
	Faribault Area Chamber of Commerce		14,276.65	
0	Faribault Fleet Supply Inc	101-45200-450-42110	22.36	Mortar Mix
0	Faribault Fleet Supply Inc	101-43126-430-42410	325.99	10 Foot Step Ladder
0	Faribault Fleet Supply Inc	101-45122-450-42110	2.42	Hardware
0	Faribault Fleet Supply Inc	101-45500-450-42110	22.76	Mortar Mix & Foam Sealant
0	Faribault Fleet Supply Inc	601-49430-000-42110	1,358.53	Softener Salt WTP Ammonia System
0	Faribault Fleet Supply Inc	101-45200-450-42180	100.00	Safety Jacket
0	Faribault Fleet Supply Inc	601-49430-000-42110	59.98	Trash Can
0	Faribault Fleet Supply Inc	101-45200-450-42180	105.00	Safety Jacket
	Faribault Fleet Supply Inc		1,997.04	
173223	Faribault Post Office	603-49500-000-43220	1,074.43	Utility Billing Postage
173223	Faribault Post Office	601-49430-000-43220	1,074.44	Utility Billing Postage
173223	Faribault Post Office	602-49480-000-43220	1,074.44	Utility Billing Postage
	Faribault Post Office		3,223.31	

Check Numb	Last Name	Acct 1	Amount	Description
173224	Faribault Rental Equipment Inc	101-45200-450-44160	628.00	Portable Toilet Leases
173224	Faribault Rental Equipment Inc	602-49480-000-44160	75.60	Floor Stripper
	Faribault Rental Equipment Inc		703.60	
0	Faribo Air Conditioning & Heating Inc	101-45122-450-42230	72.00	HVAC Air Filters
0	Faribo Air Conditioning & Heating Inc	101-45122-450-42230	48.00	HVAC Air Filters
	Faribo Air Conditioning & Heating Inc		120.00	
0	Faribo Plumbing & Heating Inc	602-49480-000-42110	126.25	Plumbing Parts
	Faribo Plumbing & Heating Inc		126.25	
173225	Faribo Powder Coating LLC	601-49430-000-45500	450.00	Powder Coat Ladder Rack New Truck 11
	Faribo Powder Coating LLC		450.00	
0	Fastenal Company	101-43126-430-42110	50.99	Nuts And Bolts for Stock
0	Fastenal Company	101-43121-430-42210	6.25	Screed Bolt / Street #202
0	Fastenal Company	101-43190-430-42110	20.99	Nuts And Bolts
	Fastenal Company		78.23	
0	Fette Electronics Inc	101-45500-450-44010	2,665.00	Replaced Bad Motions with Wired Motions
0	Fette Electronics Inc	601-49430-000-45200	436.94	Cameras At New Water Plant
	Fette Electronics Inc		3,101.94	
173226	Fire Safety USA Inc	101-42220-420-42410	1,785.00	Rescue Randy
	Fire Safety USA Inc		1,785.00	
173227	Galls An Aramark Company	101-42210-420-42180	26.76	Gold Buttons for Fire Chief Uniform
173227	Galls An Aramark Company	101-42220-420-42180	34.58	Double Bugle Pins for Uniform
	Galls An Aramark Company		61.34	
0	Garlick Brothers LLC	101-42110-420-44160	40.00	Reverse Osmosis Water Cooler Rental
	Garlick Brothers LLC		40.00	
173228	Gerry Ross & Katrina	601-00000-000-20200	24.88	Refund Check 023190-000, 2125 14 St NE

Check Numb	Last Name	Acct 1	Amount	Description
	Gerry Ross & Katrina		24.88	
173179	GIS Benefits	101-00000-000-21716	117.00	Voluntary Prepaid Legal - November
173179	GIS Benefits	101-00000-000-11510	34.66	L.Petricka - Dental November
173179	GIS Benefits	101-00000-000-21710	2,066.23	Voluntary Life Insurance - November
173179	GIS Benefits	101-00000-000-21711	413.15	Voluntary Short Term Disability - November
173179	GIS Benefits	101-00000-000-21717	416.84	Vision Insurance Prepaid - November
173179	GIS Benefits	101-00000-000-21715	4,822.96	Dental Insurance Prepaid - November
173179	GIS Benefits	101-00000-000-21716	1,028.70	Accident/Critical Illness - November
	GIS Benefits		8,899.54	
173229	Glenn's Service LLC	215-42123-420-43090	82.50	Tow '04 Yukon from 1st Ave NE to FPD Storage Facility
173229	Glenn's Service LLC	215-42123-420-43090	82.50	Tow '01 Chevy From 2nd Ave To FPD Storage Facility
	Glenn's Service LLC		165.00	
0	Godfather's Pizza	101-45125-450-42990	108.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	96.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	144.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	72.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	144.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	132.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	60.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45140-450-42110	50.20	Pet Parade Pizza
0	Godfather's Pizza	101-45125-450-42990	72.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	120.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	108.00	Pizza for Resale at Aquatic Center
	Godfather's Pizza		1,106.20	
173230	Greenhaven Publishing LLC	101-45500-450-42190	255.84	Books
	Greenhaven Publishing LLC		255.84	
173231	Gustafson Patricia	601-00000-000-20200	46.45	Refund Check 011290-000, 1609 Shumway Ave
	Gustafson Patricia		46.45	
173232	Hach Company	601-49430-000-42110	64.05	Pillow Packs For Testing
173232	Hach Company	601-49430-000-42110	261.60	ACCUVACS For Testing

Check Numb	Last Name	Acct 1	Amount	Description
	Hach Company		325.65	
173233	Hawkins Inc	601-49430-000-42160	2,811.11	Fluoride & Sodium Silicate For Water Treatment
173233	Hawkins Inc	601-49430-000-42160	2,272.63	Sodium Permanganate and Sodium Silicate for Water Treatment
173233	Hawkins Inc	602-49480-000-42160	1,057.84	Bleach Filament Control
173233	Hawkins Inc	601-49430-000-42160	677.00	Chlorine For Water Treatment
173233	Hawkins Inc	601-49430-000-42160	2,680.50	Ammonia & Sodium Silicate- Water Treatment
173233	Hawkins Inc	101-45122-450-42160	578.78	Pool Chemicals
173233	Hawkins Inc	602-49480-000-42160	5,856.76	Ferric Phos. Removal
	Hawkins Inc		15,934.62	
173234	HDS LLC	240-46210-460-43090	120.00	MTCS Transmittal 10/01/21 to 12/31/2021
	HDS LLC		120.00	
173235	Heartland Animal Hospital	101-42123-420-43135	116.86	Health Check up / Thor
173235	Heartland Animal Hospital	101-42700-420-43090	165.39	Care of Stray / 21-2924
	Heartland Animal Hospital		282.25	
173236	Heselton Construction LLC	601-49430-000-44050	4,020.00	Water Sample Station Install
	Heselton Construction LLC		4,020.00	
0	Horizon Commercial Pool Supply	101-45125-450-42110	4,241.72	Pool Drain Covers
	Horizon Commercial Pool Supply		4,241.72	
0	I & S Group Inc	101-45122-450-43090	90.00	Platting Fees Faribault Senior Center Expansion
0	I & S Group Inc	404-45200-450-45300	500.00	Construction Administration - Fleckenstein Bluffs Park
	I & S Group Inc		590.00	
173173	IAFF Local 665	101-00000-000-21708	720.00	PR Batch 00522.11.2021 IAFF Local 665
	IAFF Local 665		720.00	
173174	ICMA Retirement Trust 457	101-00000-000-21706	335.00	PR Batch 00522.11.2021 ICMA Deferred Comp
	ICMA Retirement Trust 457		335.00	

Check Numb	Last Name	Acct 1	Amount	Description
173237	In Control Inc	601-49430-000-45300	1,022.00	Generator Well 7 Control
173237	In Control Inc	601-49430-000-43095	150.00	SCADA License Renewal
	In Control Inc		1,172.00	
0	Innovative Office Solutions LLC	602-49450-000-42110	1.79	Forks
0	Innovative Office Solutions LLC	101-45110-450-42010	38.88	Envelopes & Counter Pens
0	Innovative Office Solutions LLC	603-49500-000-42110	0.10	Batteries for PWP Garage Door Openers
0	Innovative Office Solutions LLC	101-43121-430-42110	7.38	Batteries for PWP Garage Door Openers
0	Innovative Office Solutions LLC	603-49500-000-42110	0.25	Forks
0	Innovative Office Solutions LLC	101-45110-450-42010	57.44	Facial Tissue & File Folders
0	Innovative Office Solutions LLC	101-41800-410-42010	1.59	Highlighters
0	Innovative Office Solutions LLC	602-49450-000-42110	0.77	Batteries for PWP Garage Door Openers
0	Innovative Office Solutions LLC	101-43121-430-42110	17.20	Forks
0	Innovative Office Solutions LLC	101-41510-410-42010	71.97	Calendars/Sortkwik/Phone Cord Untangler/Ruler/Highlighters
0	Innovative Office Solutions LLC	101-41320-410-42010	1.59	Highlighters
0	Innovative Office Solutions LLC	601-49430-000-42110	1.79	Forks
0	Innovative Office Solutions LLC	101-45500-450-42010	22.27	Shipping Tape
0	Innovative Office Solutions LLC	601-49430-000-42110	0.77	Batteries for PWP Garage Door Openers
0	Innovative Office Solutions LLC	101-43110-430-42010	12.51	Paper and Tape
0	Innovative Office Solutions LLC	101-43190-430-42010	30.84	Mechanical Pencils
	Innovative Office Solutions LLC		267.14	
173238	Insty-Prints	101-42123-420-42030	49.50	Business Cards - S Tollefson
	Insty-Prints		49.50	
0	Internal Revenue Service	101-00000-000-21701	39,687.45	PR Batch 00522.11.2021 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21703	15,964.94	PR Batch 00522.11.2021 FICA Employer
0	Internal Revenue Service	101-00000-000-21704	5,937.92	PR Batch 00522.11.2021 Medicare Employer
0	Internal Revenue Service	101-00000-000-21704	5,937.92	PR Batch 00522.11.2021 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	15,964.94	PR Batch 00522.11.2021 FICA Employee
	Internal Revenue Service		83,493.17	
173175	IUOE Local 70	101-00000-000-21708	2,181.82	PR Batch 00522.11.2021 Local 70 Union Dues
	IUOE Local 70		2,181.82	
173239	JT Services of Minnesota	101-45200-450-42110	968.41	Trac Nuts for new Power Poles

Check Numb	Last Name	Acct 1	Amount	Description
	JT Services of Minnesota		968.41	
0	Kennedy & Graven, Chartered	101-41610-410-43040	589.63	FA105-00434 2021 Wells Township Annexation Matter
0	Kennedy & Graven, Chartered	272-46500-462-43070	602.50	FA105-00385 Lofts at Evergreen
0	Kennedy & Graven, Chartered	101-41610-410-43040	861.53	FA105-00197 Charter Commission
0	Kennedy & Graven, Chartered	101-41610-410-43040	96.40	FA105-00446 County Law Enforcement Center Matter
0	Kennedy & Graven, Chartered	101-00000-000-22000	494.40	FA105-00426 Stoneridge Third Addition
0	Kennedy & Graven, Chartered	101-00000-000-11540	1,503.58	FA105-00190 Faribault Foods
0	Kennedy & Graven, Chartered	101-41610-410-43040	591.60	FA105-00028 General Planning Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	17.40	FA105-00073 Paradise Center for the Arts
0	Kennedy & Graven, Chartered	101-41610-410-43040	1,113.60	FA105-00005 General Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	266.50	FA105-00010 General Employment Matters
0	Kennedy & Graven, Chartered	101-00000-000-22000	964.00	FA105-00395 Daikin 24th Street Matter
0	Kennedy & Graven, Chartered	101-41610-410-43040	1,332.50	FA105-00356 Notice of Legal Claim: ACLU V CoF
0	Kennedy & Graven, Chartered	101-41610-410-43040	643.80	FA105-00012 General Licensing Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	48.20	FA105-004455 Farmer Seed Redevelopment Project
0	Kennedy & Graven, Chartered	101-41610-410-43040	82.00	FA105-00444 National Opioid Settlement
0	Kennedy & Graven, Chartered	437-41940-410-45208	23.60	FA105-00435 Acquisition of Vern Blow Property
0	Kennedy & Graven, Chartered	437-41940-410-45204	674.90	FA105-00387 Acquisition of Lockerby Property
0	Kennedy & Graven, Chartered	101-00000-000-22000	338.20	FA105-000433 MET CON Business Park Fourth Addition
0	Kennedy & Graven, Chartered	101-41610-410-43040	202.50	FA105-00437 2021 Warsaw Township Annexation Matter
0	Kennedy & Graven, Chartered	101-00000-000-22000	168.70	FA105-00423 C. Allen Homes Development
0	Kennedy & Graven, Chartered	101-41610-410-43040	143.50	FA105-00260 Senior Center
0	Kennedy & Graven, Chartered	101-41610-410-43040	939.60	FA105-00417 2021 City Council Meeting
0	Kennedy & Graven, Chartered	101-41610-410-43040	223.00	FA105-00438 2021 Walcott Township Annexation Matter
0	Kennedy & Graven, Chartered	101-41610-410-43040	41.00	FA105-00008 Real Estate Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	121.80	FA105-00418 2021 Planning Commission Meetings
	Kennedy & Graven, Chartered		12,084.44	
0	Kielmeyer Construction Inc	101-43121-430-42240	167.74	Crushed Rock For Gravel Roads
0	Kielmeyer Construction Inc	101-43121-430-42240	948.04	Crushed Rock For Gravel Roads
	Kielmeyer Construction Inc		1,115.78	
173240	Kircher Jared	601-00000-000-20200	41.80	Refund Check 023918-000, 828 Reed Ave
	Kircher Jared		41.80	
173241	Kolling Amanda	601-00000-000-20200	77.68	Refund Check 021321-001, 2415 Hulett Ave

Check Numb	Last Name	Acct 1	Amount	Description
	Kolling Amanda		77.68	
173242	Krause Betty	601-00000-000-20200	27.91	Refund Check 017735-000, 2420 Cornell Dr
	Krause Betty		27.91	
173180	Lamperts	101-45200-450-42110	41.98	Screws
173180	Lamperts	241-46330-461-44325	98.28	1908374 Finance Charge 10/31/21
173180	Lamperts	241-46330-461-42110	64.60	910 SW 1st Street Handrail/Stain/Polyurethane Spray
173180	Lamperts	241-46330-461-42110	478.49	1522 Western Solid Oak Door
173180	Lamperts	241-46330-461-42110	213.16	Door Gasket Seal (4) and Lumber 2X4X8 (15)
173180	Lamperts	241-46330-461-42110	31.38	900 D Spring Road Pine 1X6X8 (2) 6 FT 4 Ply CDX
173180	Lamperts	241-46330-461-42110	34.59	1536 Western Ave Drywall (3)
173180	Lamperts	601-49430-000-42110	169.66	Lumber For The WTP Shop
173180	Lamperts	241-46330-461-42110	7.99	1524 Western Ave Wood Shims
173180	Lamperts	241-46330-461-42110	79.99	1323 NW 7th Street Toilet
173180	Lamperts	241-46330-461-42110	154.79	902 B Spring Road Oak Door
173180	Lamperts	241-46330-461-44325	6.19	1677560 Finance Charge 07/31/21
173180	Lamperts	241-46330-461-42110	930.90	1534 Western 2 Solid Oak Doors
173180	Lamperts	241-46330-461-42110	20.99	12 Ft Garage Door Bottom Weatherstrip & Swivel Lock
173180	Lamperts	241-46330-461-44325	76.36	1755353 Finance Charge 08/31/21
173180	Lamperts	241-46330-461-42110	169.90	Garage Door T Locking Handle (10)
173180	Lamperts	241-46330-461-42110	827.00	902 A Spring Road 2 Solid Oak Doors
173180	Lamperts	101-45200-450-42110	29.25	Wood Stakes
173180	Lamperts	101-43170-430-42110	91.29	Mailbox Post
173180	Lamperts	241-46330-461-44325	84.31	1831617 Finance Charge 09/30/21
173180	Lamperts	101-45200-450-44325	3.17	1908373 Finance Charge 10/31/21
173180	Lamperts	101-45200-450-42110	12.74	2x8 Board/Lumber
173180	Lamperts	101-45200-450-44325	2.54	1755352 Finance Charge 08/31/21
173180	Lamperts	101-45200-450-44325	2.54	1831616 Finance Charge 09/30/21
173180	Lamperts	241-46330-461-42110	465.45	1528 Western Ave Solid Oak Door
173180	Lamperts	241-46330-461-42110	1,037.33	910 SW 1st Street 2 Solid Oak Doors
173180	Lamperts	241-46330-461-42110	139.80	Hinges & Adjustable Plates (20)
173180	Lamperts	241-46330-461-42110	465.45	910 SW 1st Street Solid Oak Door
173180	Lamperts	241-46330-461-42110	465.45	1524 Western Ave Solid Oak Door
173180	Lamperts	241-46330-461-42110	390.20	904 A Spring Road Oak Door/Shims/Loctite
173180	Lamperts	241-46330-461-42110	63.96	1536 Western Ave Pine 1X2X8 (13)
173180	Lamperts	101-41940-410-42230	45.99	Lattice for Roof Top
173180	Lamperts	241-46330-461-42110	158.90	902 B Spring Road Oak Door
173180	Lamperts	241-46330-461-42110	465.45	527 Lincoln Ave Solid Oak Door
173180	Lamperts	101-45200-450-42110	222.30	Lumber & Hardware
173243	Lamperts	101-45200-450-42110	6.53	2x4 Stud

Check Numb	Last Name	Acct 1	Amount	Description
173243	Lamperts	241-46330-461-42110	930.90	902 B Spring Road 2 Solid Oak Doors
	Lamperts		8,489.80	
173176	Law Enforcement Labor Services Inc	101-00000-000-21708	1,460.50	PR Batch 00522.11.2021 LELS 357 Union Dues
	Law Enforcement Labor Services Inc		1,460.50	
0	Little Rodney	101-45127-450-43090	705.00	Contract Mowing
	Little Rodney		705.00	
173244	LNS Court Reporting and Captioning	101-41110-410-43090	348.00	Closed Captioning - October
	LNS Court Reporting and Captioning		348.00	
173245	Loffler Companies Inc	101-42124-420-44160	142.75	B/W and Color Copies
173245	Loffler Companies Inc	101-42210-420-44160	38.40	Copier Charges 10/01/2021 to 10/31/2021
	Loffler Companies Inc		181.15	
173246	Lunar Tunes Music	101-45500-450-43130	350.00	Hometown Holidays Music
	Lunar Tunes Music		350.00	
173247	Martin A Windows LLC	101-45200-450-43090	1,339.29	Landscaping Maintenance
173247	Martin A Windows LLC	101-43121-430-43090	1,339.28	Landscaping Downtown
	Martin A Windows LLC		2,678.57	
173248	Matakis Matthew	601-00000-000-20200	15.32	Refund Check 021250-000, 20 12 St NE
	Matakis Matthew		15.32	
173249	Menards	101-45200-450-42110	17.98	Caster Wheels
	Menards		17.98	
0	Metering & Technology Solutions	601-49430-000-42110	869.00	Meter For Cashin Apartments-Purchased with Building Permit
	Metering & Technology Solutions		869.00	
0	Metro Sales Inc	101-41580-410-44160	837.00	Final Contract Charge Metro Sales

Check Numb	Last Name	Acct 1	Amount	Description
0	Metro Sales Inc	101-41940-410-44160	22.85	Copier Overages 9/25/21-11/8/21
0	Metro Sales Inc	240-46210-460-44160	31.96	Copier Overages 9/25/21-11/8/21
	Metro Sales Inc		891.81	
173250	Metronet Holdings LLC	101-45110-450-43250	238.63	Hosted Phone System
173250	Metronet Holdings LLC	898-46310-000-43250	225.93	Hosted Phone System
173250	Metronet Holdings LLC	101-42110-420-43250	965.16	Hosted Phone System
173250	Metronet Holdings LLC	101-45126-450-43250	198.40	Hosted Phone System
173250	Metronet Holdings LLC	101-41910-410-43250	75.37	Hosted Phone System
173250	Metronet Holdings LLC	101-42123-420-43250	310.87	Hosted Phone System
173250	Metronet Holdings LLC	101-45500-450-43250	354.23	Hosted Phone System
173250	Metronet Holdings LLC	603-49500-000-43250	20.00	Hosted Phone System
173250	Metronet Holdings LLC	101-43110-430-43250	89.41	Hosted Phone System
173250	Metronet Holdings LLC	101-43190-430-43250	99.98	Hosted Phone System
173250	Metronet Holdings LLC	101-42121-420-43250	140.08	Hosted Phone System
173250	Metronet Holdings LLC	225-49810-430-43095	187.25	Internet for Airport
173250	Metronet Holdings LLC	101-43126-430-43250	29.43	Hosted Phone System
173250	Metronet Holdings LLC	902-00000-000-23935	-6,732.94	Hosted Phone System
173250	Metronet Holdings LLC	240-46210-460-43250	332.45	Hosted Phone System
173250	Metronet Holdings LLC	101-41940-410-43250	743.44	Hosted Phone System
173250	Metronet Holdings LLC	101-41580-410-43250	830.06	Hosted Phone System
173250	Metronet Holdings LLC	902-00000-000-23935	6,732.94	Hosted Phone System
173250	Metronet Holdings LLC	101-42700-420-43250	25.89	Hosted Phone System
173250	Metronet Holdings LLC	101-42210-420-43250	146.17	Hosted Phone System
173250	Metronet Holdings LLC	101-42400-420-43250	140.67	Hosted Phone System
173250	Metronet Holdings LLC	602-49450-000-43250	9.43	Hosted Phone System
173250	Metronet Holdings LLC	101-42124-420-43250	83.58	Hosted Phone System
173250	Metronet Holdings LLC	101-42110-420-43250	150.62	Fiber-Speed Internet and Phone
173250	Metronet Holdings LLC	101-45200-450-43250	39.98	Hosted Phone System
173250	Metronet Holdings LLC	101-41110-410-43250	20.00	Hosted Phone System
173250	Metronet Holdings LLC	601-49430-000-43250	366.20	Hosted Phone System
173250	Metronet Holdings LLC	101-41800-410-43250	112.99	Hosted Phone System
173250	Metronet Holdings LLC	101-41510-410-43250	229.09	Hosted Phone System
173250	Metronet Holdings LLC	101-41320-410-43250	39.98	Hosted Phone System
173250	Metronet Holdings LLC	101-45125-450-43250	277.56	Hosted Phone System
173250	Metronet Holdings LLC	602-49480-000-43250	23.53	Hosted Phone System
173250	Metronet Holdings LLC	101-43121-430-43250	564.43	Hosted Phone System
	Metronet Holdings LLC		7,070.81	
173251	Mickelson Amy Jo	601-00000-000-20200	27.68	Refund Check 023944-000, 2150 Baker Trl

Check Numb	Last Name	Acct 1	Amount	Description
	Mickelson Amy Jo		27.68	
173252	Midwest Tape LLC	101-45500-450-42192	74.98	Audio/Visual
173252	Midwest Tape LLC	101-45500-450-42192	520.86	Audio/Visual
173252	Midwest Tape LLC	101-45500-450-42192	49.47	Audio/Visual
173252	Midwest Tape LLC	101-45500-450-42192	22.49	Audio/Visual
173252	Midwest Tape LLC	101-45500-450-42192	39.99	Audio/Visual
173252	Midwest Tape LLC	101-45500-450-42192	41.97	Audio/Visual
173252	Midwest Tape LLC	101-45500-450-42192	34.99	Audio/Visual
173252	Midwest Tape LLC	101-45500-450-42192	57.72	Audio/Visual
	Midwest Tape LLC		842.47	
0	Minnesota Child Support Payment Center	101-00000-000-21716	426.30	PR Batch 00522.11.2021 Child Support
	Minnesota Child Support Payment Center		426.30	
173253	Minnesota Department of Health	101-00000-000-15500	805.00	2022 Pool License
173253	Minnesota Department of Health	101-00000-000-15500	520.00	2022 License Fee - Community Center Pool - FBL-21914-18232
	Minnesota Department of Health		1,325.00	
173254	Minnesota Department of Labor & Industry	101-43121-430-44390	16.35	Pressure Vessel License PWP
173254	Minnesota Department of Labor & Industry	602-49450-000-44390	1.70	Pressure Vessel License PWP
173254	Minnesota Department of Labor & Industry	603-49500-000-44390	0.25	Pressure Vessel License PWP
173254	Minnesota Department of Labor & Industry	601-49430-000-44390	1.70	Pressure Vessel License PWP
	Minnesota Department of Labor & Industry		20.00	
0	Minnesota Department of Revenue	101-00000-000-21702	17,350.65	PR Batch 00522.11.2021 State Income Tax
	Minnesota Department of Revenue		17,350.65	
173255	Minnesota Pollution Control Agency	602-49450-000-44330	23.00	Jim Valek Wastewater Certification Renewal
	Minnesota Pollution Control Agency		23.00	
173256	Minnesota Recreation and Parks Association	101-00000-000-15500	1,439.00	2022 Annual Memberships for Staff
	Minnesota Recreation and Parks Association		1,439.00	
173177	Minnesota Teamsters Local 320	101-00000-000-21708	136.00	PR Batch 00522.11.2021 Teamsters Local 320 Non-Essent

Check Num	Last Name	Acct 1	Amount	Description
173177	Minnesota Teamsters Local 320	101-00000-000-21708	566.20	PR Batch 00522.11.2021 Teamsters 320 Union Dues
	Minnesota Teamsters Local 320		702.20	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	415.40	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	191.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	136.80	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	203.60	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	191.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	449.00	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		1,586.80	
173257	Money Movers Inc	101-45110-450-43090	7.50	Insurance Reimbursement Maint. Fee - Oct.
	Money Movers Inc		7.50	
0	Motor Parts & Equipment Corp	101-45200-450-42210	9.99	Fuel Cap
0	Motor Parts & Equipment Corp	602-49480-000-42210	41.49	U Joint Big A
0	Motor Parts & Equipment Corp	602-49480-000-42210	45.04	Ventilation Belts
0	Motor Parts & Equipment Corp	602-49450-000-42410	12.99	Socket Impact Wrench
0	Motor Parts & Equipment Corp	602-49480-000-42130	14.96	Oil
0	Motor Parts & Equipment Corp	602-49480-000-42130	32.28	Grease
0	Motor Parts & Equipment Corp	602-49480-000-42130	35.41	Oil and Filter
0	Motor Parts & Equipment Corp	602-49480-000-42110	10.50	Brake Cleaner
0	Motor Parts & Equipment Corp	602-49480-000-42130	27.58	Oil
0	Motor Parts & Equipment Corp	602-49480-000-42210	8.65	Air Fittings Straight Truck
0	Motor Parts & Equipment Corp	101-45125-450-42210	37.41	Fan Belt
0	Motor Parts & Equipment Corp	602-49480-000-42130	28.19	Oil
0	Motor Parts & Equipment Corp	602-49480-000-42210	42.03	Ventilation Parts
0	Motor Parts & Equipment Corp	101-43121-430-42210	41.33	Air Filters for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	-106.38	Credit for Stock Filters Returned
0	Motor Parts & Equipment Corp	101-43121-430-42210	36.63	Cabin Filter / Street #111
0	Motor Parts & Equipment Corp	101-42220-420-42110	21.58	Degreaser
0	Motor Parts & Equipment Corp	101-42123-420-42210	10.33	Air Filters for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	2.57	Oil Filters for Stock
0	Motor Parts & Equipment Corp	602-49480-000-42210	11.05	Fuel Filter
0	Motor Parts & Equipment Corp	601-49430-000-42210	3.85	Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-42220-420-42210	4.09	Fitting
0	Motor Parts & Equipment Corp	101-45200-450-42210	-141.86	Credit for Stock Filters Returned
0	Motor Parts & Equipment Corp	101-43126-430-42410	29.99	Mini Torch
0	Motor Parts & Equipment Corp	101-43121-430-42210	-283.69	Credit for Stock Filters Returned
0	Motor Parts & Equipment Corp	101-43121-430-42210	2.35	Hose Repair Parts / Street #202

Check Num	Last Name	Acct 1	Amount	Description
0	Motor Parts & Equipment Corp	101-43121-430-42210	4.13	Set Screws / Street #111
0	Motor Parts & Equipment Corp	601-49430-000-45500	43.96	Junction Box New Truck 11
0	Motor Parts & Equipment Corp	602-49450-000-42210	15.50	Air Filters for Stock
0	Motor Parts & Equipment Corp	601-49430-000-45500	10.58	Connector New Truck 11
0	Motor Parts & Equipment Corp	601-49430-000-42210	15.50	Air Filters for Stock
0	Motor Parts & Equipment Corp	601-49430-000-45500	170.00	Stinger Light New Truck 11
0	Motor Parts & Equipment Corp	101-42123-420-42210	-70.92	Credit for Stock Filters Returned
0	Motor Parts & Equipment Corp	101-45200-450-42210	49.49	Air Filters
0	Motor Parts & Equipment Corp	603-49500-000-42210	10.20	Lamp For Truck #107
0	Motor Parts & Equipment Corp	101-45200-450-42210	10.16	Rear Brake Parts
0	Motor Parts & Equipment Corp	101-45200-450-42210	5.14	Oil Filters for Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	3.85	Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	20.66	Air Filters for Stock
0	Motor Parts & Equipment Corp	101-42220-420-42210	37.17	Lift Support/Tailgate Hinge
0	Motor Parts & Equipment Corp	101-42220-420-42410	32.29	Pull Tool
0	Motor Parts & Equipment Corp	601-49430-000-45500	635.00	Running Boards New Truck #11
0	Motor Parts & Equipment Corp	602-49450-000-42210	-106.38	Credit for Stock Filters Returned
0	Motor Parts & Equipment Corp	101-43121-430-42210	10.27	Oil Filters for Stock
	Motor Parts & Equipment Corp		874.96	
173258	Moulton Philip	873-00000-000-20200	46.75	Refund Check 020681-000, 4435 Roberds Lake Trl
	Moulton Philip		46.75	
173259	Muddy Paws LLC	101-42700-420-43090	594.00	Pound Fees
	Muddy Paws LLC		594.00	
0	Olson Jack	101-45200-450-42250	7,170.00	Fall Tree Plantings
	Olson Jack		7,170.00	
173260	Olympic Fire Protection Corporation	101-42110-420-44010	190.00	Wet Pipe Sprinkler System Annual Inspection
	Olympic Fire Protection Corporation		190.00	
0	Orchard Trust Company	101-00000-000-21706	9,546.88	PR Batch 00522.11.2021 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21706	1,389.00	PR Batch 00522.11.2021 Roth Deferred Compensation
	Orchard Trust Company		10,935.88	
173261	Paulson Jared	101-45140-450-43090	210.00	Interpret - Cub Football

Check Numb	Last Name	Acct 1	Amount	Description
	Paulson Jared		210.00	
173262	Paulzine Brandi	601-00000-000-20200	20.41	Refund Check 024141-000, 28 Prairie Ave
	Paulzine Brandi		20.41	
173263	Pickleball Central	101-45130-450-42110	1,439.76	Pickleball Supplies
	Pickleball Central		1,439.76	
0	Popp Binding & Laminating Inc	101-45110-450-42010	194.34	Laminating Pouches
	Popp Binding & Laminating Inc		194.34	
173264	Prairie Creek Fence LLC	101-45200-450-42110	1,077.00	Fencing Wind Screen
173264	Prairie Creek Fence LLC	101-45200-450-44050	3,900.00	Swinging Gates - Bell Field
	Prairie Creek Fence LLC		4,977.00	
0	Public Employees Retirement Association	101-00000-000-21705	19,766.33	PR Batch 00522.11.2021 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	17,130.79	PR Batch 00522.11.2021 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	18,349.97	PR Batch 00522.11.2021 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	27,524.94	PR Batch 00522.11.2021 PERA Police & Fire
	Public Employees Retirement Association		82,772.03	
0	Quality Aviation Inc	225-49810-430-43090	2,083.33	Airport Maintenance Agreement
0	Quality Aviation Inc	225-49810-430-43090	1,416.67	Airport Management Agreement
	Quality Aviation Inc		3,500.00	
0	R C Bliss Inc	101-42123-420-42210	103.11	Buckle Assembly / #11
0	R C Bliss Inc	101-42123-420-42210	185.52	Caliper Assembly - DGIZ / #18
0	R C Bliss Inc	101-42123-420-42210	-50.00	Credit - Invoice 5026070
0	R C Bliss Inc	601-49430-000-45500	156.80	Bed Mat New Truck #11
	R C Bliss Inc		395.43	
173265	Rice County	873-49499-000-44371	7,852.88	Roberds Lake Sewer Collected
	Rice County		7,852.88	

Check Numb	Last Name	Acct 1	Amount	Description
173266	Rice County Environmental Services - Solid Waste	101-43121-430-43840	73.71	Garbage Picked Up On Road
	Rice County Environmental Services - Solid Waste		73.71	
173267	Rice/Steele 911 Center	101-42123-420-44330	150.00	Logis/Body Cameras
	Rice/Steele 911 Center		150.00	
0	Ronco Engineering Sales	101-43121-430-42210	773.00	Sander Auger Motor / Street Stock
	Ronco Engineering Sales		773.00	
173269	Rosen Publishing Group The	101-45500-450-42190	498.25	Books
	Rosen Publishing Group The		498.25	
173268	Rosen Roger	101-45500-450-42190	266.91	Books
	Rosen Roger		266.91	
173270	Rosenbauer Aerials, LLC	101-42220-420-42210	987.78	Seal Kit #2117
	Rosenbauer Aerials, LLC		987.78	
173271	S.M. Hentges & Sons Inc	602-49480-000-45300	257,539.09	Water Reclamation Facility Flood Mitigation Pay Request 6
	S.M. Hentges & Sons Inc		257,539.09	
173272	Safe-Fast, Inc.	602-49450-000-42170	417.90	Safety Jackets And Gloves
173272	Safe-Fast, Inc.	601-49430-000-42170	557.20	Safety Jackets And Gloves
173272	Safe-Fast, Inc.	603-49500-000-42170	139.30	Safety Jackets And Gloves
	Safe-Fast, Inc.		1,114.40	
173273	Safety-Kleen Systems Inc	101-43126-430-42110	103.15	Parts Washer
	Safety-Kleen Systems Inc		103.15	
173274	Sammon Becky	101-00000-450-34700	26.00	Refund - Dance Class Registration
	Sammon Becky		26.00	
173275	Sanco Equipment LLC	603-49500-000-42210	479.20	Bobcat Hydraulic Fittings

Check Numb	Last Name	Acct 1	Amount	Description
	Sanco Equipment LLC		479.20	
0	Schilling Supply Company	101-41940-410-42110	360.23	Towels/Ice Melt/Soap
0	Schilling Supply Company	603-49500-000-42230	0.54	Purell Sanitizer Spray PWP
0	Schilling Supply Company	602-49450-000-42230	3.73	Purell Sanitizer Spray PWP
0	Schilling Supply Company	601-49430-000-42230	3.73	Purell Sanitizer Spray PWP
0	Schilling Supply Company	101-43121-430-42230	35.88	Purell Sanitizer Spray PWP
	Schilling Supply Company		404.11	
0	Selco	101-45500-450-43250	3,718.06	Basic Service Fees & PC Support
0	Selco	101-45500-450-43250	3,725.86	SELCO Service Fees/Support
	Selco		7,443.92	
173276	SEMA Equipment Inc	101-43121-430-42210	101.78	Drawbar Pins And Bushings / Street #108
	SEMA Equipment Inc		101.78	
173277	Sherwin Williams Company #3037	101-45200-450-42110	185.21	Garbage Barrel Paint
	Sherwin Williams Company #3037		185.21	
0	Short Elliott Hendrickson Inc	601-49430-000-45200	20,398.07	Flood Mitigation Project Through 10/31/21
0	Short Elliott Hendrickson Inc	601-49430-000-43030	53.24	AWIA Risk Assess/ERP through 10/30/21
	Short Elliott Hendrickson Inc		20,451.31	
0	Sjodin Josh	101-42123-420-43310	142.08	Gas - Ft McCoy Training
	Sjodin Josh		142.08	
0	Slechta Heather	101-41320-410-43310	54.65	Mileage for MCFOA Meeting in Albert Lea
	Slechta Heather		54.65	
173278	South Metro SWAT	101-42123-420-43310	438.93	2021 Fees for Fort McCoy
	South Metro SWAT		438.93	
0	Springbrook Holding Company LLC	602-00000-000-15500	7,087.32	2022 Annual Support Maintenance
0	Springbrook Holding Company LLC	603-00000-000-15500	3,294.77	2022 Annual Support Maintenance

Check Numb	Last Name	Acct 1	Amount	Description
0	Springbrook Holding Company LLC	101-00000-000-15500	23,091.32	2022 Annual Support Maintenance
0	Springbrook Holding Company LLC	601-49430-000-44325	1,433.50	Civic Pay Fees - October
0	Springbrook Holding Company LLC	602-49450-000-44325	1,433.50	Civic Pay Fees - October
0	Springbrook Holding Company LLC	601-00000-000-15500	6,902.35	2022 Annual Support Maintenance
	Springbrook Holding Company LLC		43,242.76	
0	Stonebrooke Engineering Inc.	472-43121-430-45300	20,659.02	30th St NW &TH 3 Study Through 10/31/21
	Stonebrooke Engineering Inc.		20,659.02	
173279	Streicher's Inc.	101-42123-420-42180	24.99	Irritant Holder
173279	Streicher's Inc.	101-42123-420-42180	144.96	Handcuff Case/Magazine Case/Flashlight Case/Radio Case
	Streicher's Inc.		169.95	
173280	T. Nelson Properties	601-00000-000-20200	0.85	Refund Check 017470-089, 210 23 St NW Apt 8
173281	T. Nelson Properties	601-00000-000-20200	11.21	Refund Check 017470-079, 1106 Shumway Ct
	T. Nelson Properties		12.06	
173181	The UPS Store	601-49430-000-43250	15.25	Samples Sent to MDH
173282	The UPS Store	601-49430-000-43250	21.86	Meter Shipped For Testing
173282	The UPS Store	601-49430-000-43250	15.25	Silica Sample Sent MDH
173282	The UPS Store	601-49430-000-43250	10.71	Samples Sent to MDH
173282	The UPS Store	601-49430-000-43250	32.19	Meters Shipped For Testing
173282	The UPS Store	602-49450-000-43250	11.40	Shipping Mercury Sample
173282	The UPS Store	601-49430-000-43250	13.91	Samples Sent to MDH
173282	The UPS Store	601-49430-000-43250	10.71	Fluoride Samples Shipped MDH
	The UPS Store		131.28	
173283	Thomson Reuters - West	101-42121-420-43090	433.44	Software Database
	Thomson Reuters - West		433.44	
173284	Tom's Lock & Key, LLC	241-46330-461-42110	12.00	914 SW 1st Street 4 Keys
173284	Tom's Lock & Key, LLC	241-46330-461-44010	75.00	1319 NW 7th St Front Door Lock Installed
173284	Tom's Lock & Key, LLC	241-46330-461-42110	108.27	902 A Spring Road 2 Passage Locks 1 Deadbolt Lock & 1 Latch Asse
173284	Tom's Lock & Key, LLC	241-46330-461-44010	60.00	1526 Western Ave Front Door Lock Repair
173284	Tom's Lock & Key, LLC	241-46330-461-44010	120.00	902 A Spring Road Replace 3 Locks
173284	Tom's Lock & Key, LLC	241-46330-461-44010	90.00	914 SW 1st Street Rekey 2 Locks 4 Keys
173284	Tom's Lock & Key, LLC	241-46330-461-44010	105.00	900 D Spring Road Rekey 3 Locks

Check Numb	Last Name	Acct 1	Amount	Description
173284	Tom's Lock & Key, LLC	241-46330-461-42110	12.00	1518 Western Ave 4 Keys
173284	Tom's Lock & Key, LLC	241-46330-461-44010	90.00	1518 Western Ave Rekey 2 Locks 4 Keys
173284	Tom's Lock & Key, LLC	241-46330-461-42110	63.03	1319 NW 7th St Front Door Lock
173284	Tom's Lock & Key, LLC	241-46330-461-42110	6.00	904 A Spring Road 2 Keys
	Tom's Lock & Key, LLC		741.30	
173285	Tuthill Gayle	601-00000-000-20200	6.51	Reissue Refund Check #167058 (810 7th Ave SW)
	Tuthill Gayle		6.51	
173286	U.S. Bank	101-41580-410-44160	281.77	Equipment Lease Payoff for US Bank
	U.S. Bank		281.77	
173287	Universal Truck Equipment Inc.	101-43121-430-42210	111.44	Snow Plow Pin Locks / Street #104-#306
	Universal Truck Equipment Inc.		111.44	
0	US Bank - ACH Vendor	360-47000-470-46110	987.50	2014A Bond Payment-Equipment Certificate
0	US Bank - ACH Vendor	902-00000-000-22530	135,000.00	2014A Bond Payment-Improvement
0	US Bank - ACH Vendor	360-47000-470-46010	35,000.00	2014A Bond Payment-Equipment Certificate
0	US Bank - ACH Vendor	902-00000-000-23935	-448,262.50	Inv 1866568 Bond Payment
0	US Bank - ACH Vendor	902-00000-000-23130	155,000.00	2015A GO Improvement/Crossover-Refunding
0	US Bank - ACH Vendor	347-47000-470-46010	150,000.00	2015A GO Improvement/Crossover-Refunding
0	US Bank - ACH Vendor	902-00000-000-23135	-135,000.00	2014A Bond Payment-Improvement
0	US Bank - ACH Vendor	346-47000-470-46110	12,600.00	2015A GO Improvement/Crossover-Improvement
0	US Bank - ACH Vendor	902-00000-000-23135	-35,000.00	2014A Bond Payment-Equipment Certificate
0	US Bank - ACH Vendor	902-00000-000-23135	-150,000.00	2015A GO Improvement/Crossover-Refunding
0	US Bank - ACH Vendor	346-47000-470-46010	85,000.00	2015A GO Improvement/Crossover-Improvement
0	US Bank - ACH Vendor	347-47000-470-46110	14,106.25	2015A GO Improvement/Crossover-Refunding
0	US Bank - ACH Vendor	902-00000-000-22530	35,000.00	2014A Bond Payment-Equipment Certificate
0	US Bank - ACH Vendor	902-00000-000-22530	-5,000.00	2015A GO Improvement/Crossover-Improvement
0	US Bank - ACH Vendor	345-47000-470-46010	135,000.00	2014A Bond Payment-Improvement
0	US Bank - ACH Vendor	902-00000-000-22530	-5,000.00	2015A GO Improvement/Crossover-Refunding
0	US Bank - ACH Vendor	902-00000-000-23130	90,000.00	2015A GO Improvement/Crossover-Improvement
0	US Bank - ACH Vendor	902-00000-000-23135	-85,000.00	2015A GO Improvement/Crossover-Improvement
0	US Bank - ACH Vendor	345-47000-470-46110	15,568.75	2014A Bond Payment-Improvement
0	US Bank - ACH Vendor	902-00000-000-23935	448,262.50	Bond Payment Due 12-15-21
	US Bank - ACH Vendor		448,262.50	
173288	US Bank Equipment Finance	101-41940-410-44160	140.89	Equipment ID 109061

Check Numb	Last Name	Acct 1	Amount	Description
173288	US Bank Equipment Finance	240-46210-460-44160	140.88	Equipment ID 109043
	US Bank Equipment Finance		281.77	
173289	Valley Asphalt Products, Inc	101-43121-430-42240	2,310.00	Winter Mix For Winter Patching
	Valley Asphalt Products, Inc		2,310.00	
173290	Van Thomme Anthony	601-00000-000-20200	45.77	Refund Check 024130-000, 942 Carlton Ave
	Van Thomme Anthony		45.77	
173182	Verizon Wireless	101-42110-420-43210	69.90	Data/Admin Ipad
173182	Verizon Wireless	603-49500-000-43210	209.70	Data Air Cards- Storm
173182	Verizon Wireless	101-41580-410-43210	39.95	Data -IT
173182	Verizon Wireless	101-45140-450-43210	34.95	Data Community Center Youth Sports
173182	Verizon Wireless	602-49480-000-43210	63.24	WWTP Phones
173182	Verizon Wireless	101-42220-420-43210	105.78	Data Fire Ipads (In Fire Trucks)
173182	Verizon Wireless	902-00000-000-23935	-1,776.34	Data Charges 09/29/2021-10/28/2021
173182	Verizon Wireless	101-42220-420-43210	34.95	Data Fire Captains
173182	Verizon Wireless	602-49450-000-43210	69.90	Data Air Cards- Sewer
173182	Verizon Wireless	101-42210-420-43210	34.95	Data Fire Chief
173182	Verizon Wireless	902-00000-000-23935	1,776.34	Data Charges 09/29/2021-10/28/2021
173182	Verizon Wireless	101-42123-420-43210	839.66	Data Air Cards - MDC
173182	Verizon Wireless	601-49430-000-43210	238.41	Data Air Cards- Water
173182	Verizon Wireless	101-43121-430-43210	34.95	Data Street Sign Shop Devices
	Verizon Wireless		1,776.34	
173291	Wal-Mart	101-45140-450-42110	59.52	Storage Boxes - Youth Athletics
173291	Wal-Mart	101-45122-450-42110	53.53	Coffee/Creamer/Dish Soap
173291	Wal-Mart	101-42220-420-42110	34.94	iPad Charger for #2155
	Wal-Mart		147.99	
173292	Warmington Custom Blast & Paint LLC	601-49430-000-45500	380.00	Ladder Rack New Truck 11
	Warmington Custom Blast & Paint LLC		380.00	
173183	Waste Management of WI-MN	101-41940-410-43840	111.97	City Hall 208 1st Ave NW
173183	Waste Management of WI-MN	101-45122-450-43840	110.00	Community Center 15 Division St W
173183	Waste Management of WI-MN	603-49500-000-43840	9.08	PW Facility 1200 Belview Trail
173183	Waste Management of WI-MN	101-45200-450-43840	1,374.75	North Alex Park 1810 2nd Ave NW

Check Num	Last Name	Acct 1	Amount	Description
173183	Waste Management of WI-MN	101-45127-450-43840	175.50	Soccer Field 704 17th St SW
173183	Waste Management of WI-MN	101-45126-450-43840	21.65	Washington Rec Center 117 Shumway Ave
173183	Waste Management of WI-MN	225-49810-430-43840	126.59	Airport 3401 Hwy 21 W
173183	Waste Management of WI-MN	602-49480-000-43840	1,211.65	Wastewater Facility 214 14th St NE
173183	Waste Management of WI-MN	101-45500-450-43840	109.99	Buckham Center 11 Division St E
173183	Waste Management of WI-MN	101-42110-420-43840	115.10	Police 24 4th St NW
173183	Waste Management of WI-MN	101-45200-450-43840	105.30	White Sands Dog Park 900 Lyndale Ave
173183	Waste Management of WI-MN	101-45200-450-43840	40.96	Parking Lot Behind Post Office
173183	Waste Management of WI-MN	101-45125-450-43840	415.35	Aquatic Center 1815 Alexander Dr
173183	Waste Management of WI-MN	101-45200-450-43840	198.90	Teepee Tonka 10 3rd Ave NE
173183	Waste Management of WI-MN	101-42210-420-43840	118.97	Fire 112 2nd St NW
173183	Waste Management of WI-MN	101-43121-430-43840	613.40	PW Facility 1200 Belview Trail
173183	Waste Management of WI-MN	601-49430-000-43840	63.84	PW Facility 1200 Belview Trail
173183	Waste Management of WI-MN	602-49450-000-43840	63.84	PW Facility 1200 Belview Trail
173293	Waste Management of WI-MN	101-45122-450-43840	110.00	Community Center 15 Division St W
173293	Waste Management of WI-MN	101-45200-450-43840	365.28	Central Ave 10/1/21-10/31/21
173293	Waste Management of WI-MN	225-49810-430-43840	126.59	Airport 3401 Hwy 21 W
173293	Waste Management of WI-MN	101-45200-450-43840	105.30	Dog Park 900 Lyndale Ave
173293	Waste Management of WI-MN	101-45200-450-43840	332.28	North Alex Park 1810 2nd Ave NW
173293	Waste Management of WI-MN	101-41940-410-43840	111.97	City Hall 208 1st Ave NW
173293	Waste Management of WI-MN	101-45500-450-43840	109.99	Buckham Center 11 Division St E
173293	Waste Management of WI-MN	101-45200-450-43840	198.90	Teepee Tonka 10 3rd Ave NE
173293	Waste Management of WI-MN	101-45127-450-43840	175.50	Soccer Field 704 17th St SW
173293	Waste Management of WI-MN	101-45125-450-43840	-179.98	Aquatic Center 1810 2nd Ave NW Credit
173293	Waste Management of WI-MN	601-49430-000-43840	63.84	PW Facility 1200 Belview Trail
173293	Waste Management of WI-MN	101-45126-450-43840	21.65	Washington Rec Center 117 Shumway Ave
173293	Waste Management of WI-MN	101-42110-420-43840	115.10	Police 25 4th St NW
173293	Waste Management of WI-MN	101-45200-450-43840	40.96	Parking Lot Behind Post Office
173293	Waste Management of WI-MN	101-42210-420-43840	118.97	Fire 122 2nd St NW
173293	Waste Management of WI-MN	101-43121-430-43840	613.40	PW Facility 1200 Belview Trail
173293	Waste Management of WI-MN	602-49480-000-43840	1,211.65	Wastewater Reclamation Facility 214 14th St NE
173293	Waste Management of WI-MN	603-49500-000-43840	9.08	PW Facility 1200 Belview Trail
173293	Waste Management of WI-MN	602-49450-000-43840	63.84	PW Facility 1200 Belview Trail
	Waste Management of WI-MN		8,701.16	
173294	Water Conservation Service Inc	601-49430-000-43090	429.70	Leak Detection 222 Minnesota PL
	Water Conservation Service Inc		429.70	
173295	Water Environment Federation	101-43110-430-44330	105.00	Membership Dues - Block

Check Num	Last Name	Acct 1	Amount	Description
	Water Environment Federation		105.00	
173296	Xcel Energy	101-43170-430-43810	206.71	303453265 1500 7 St NW Signal Light
173296	Xcel Energy	101-45200-450-43810	24.09	175957 500 Maple Lawn Cartway
173296	Xcel Energy	101-45200-450-43810	13.72	303659432 618 9 Ave SW Sledding Hill
173296	Xcel Energy	101-45122-450-43830	790.00	302342287 Boiler Heat Line 30%
173296	Xcel Energy	437-41940-410-43830	239.00	303440015 217 Mill Street - Garage
173296	Xcel Energy	101-43170-430-43810	190.77	302525247 4050 Hwy 60 W
173296	Xcel Energy	602-49450-000-43830	100.75	304051816 1200 Belview Trl
173296	Xcel Energy	602-49480-000-43810	24,744.17	304239286 214 14th St NE
173296	Xcel Energy	602-49450-000-43810	362.54	304051816 1200 Belview Trl
173296	Xcel Energy	902-00000-000-23935	37,551.51	Electricity Bill-November
173296	Xcel Energy	602-49480-000-43810	13.72	302940983 502 3rd Ave NW
173296	Xcel Energy	101-45122-450-43810	1,179.71	302825421 19 Division St W
173296	Xcel Energy	602-49450-000-43830	26.88	302458578 828 8 Ave NW Park Shop
173296	Xcel Energy	101-45500-450-43830	1,843.32	302342287 11 Division St E 70%
173296	Xcel Energy	601-49430-000-43830	100.75	304051816 1200 Belview Trl
173296	Xcel Energy	101-43160-430-43810	298.91	304157645 3305 Highway 60
173296	Xcel Energy	101-45500-450-43810	18.12	302342287 11 Division St E Security
173296	Xcel Energy	101-45200-450-43810	56.41	Electrical Charges - Fleckenstein Bluffs Park
173296	Xcel Energy	225-49810-430-43830	25.00	302414965 3401 Hwy 21 W
173296	Xcel Energy	101-43160-430-43810	46.90	304116512 1000 Lyndale Ave S
173296	Xcel Energy	602-49450-000-43810	32.88	303203605 319 Lind St Lift Station
173296	Xcel Energy	902-00000-000-23935	-37,551.51	Electricity Bill-November
173296	Xcel Energy	101-43170-430-43810	8.04	156258 117 Shumway CD Siren
173296	Xcel Energy	602-49450-000-43810	21.74	302772185 1150 Willow Lift Station
173296	Xcel Energy	101-43160-430-43810	164.87	304157632 1602 2nd Ave NW
173296	Xcel Energy	101-45200-450-43810	17.38	303683055 100 TP Tonka Security
173296	Xcel Energy	101-42500-420-43810	3.88	178539 2613A Hulett Court
173296	Xcel Energy	101-43160-430-43810	45.09	304116510 1904 Grant St NW
173296	Xcel Energy	101-45127-450-43810	227.03	304160080 705 17th St SW
173296	Xcel Energy	603-49500-000-43810	51.55	304051816 1200 Belview Trl
173296	Xcel Energy	603-49500-000-43830	14.33	304051816 1200 Belview Trl
173296	Xcel Energy	101-43170-430-43810	102.17	302531059 103 3 St NE Signal Light
173296	Xcel Energy	602-49450-000-43810	21.11	302412146 1901 7 St NW Lift Station
173296	Xcel Energy	101-43160-430-43810	13.72	304087990 510 2 Ave NW Carnival
173296	Xcel Energy	101-45122-450-43810	31.97	154794 16 Central Ave
173296	Xcel Energy	101-42210-420-43830	694.99	302350193 122 2 St NW Fire Hall
173296	Xcel Energy	101-45200-450-43810	1,020.43	302576466 1815 Alexander Dr
173296	Xcel Energy	101-45125-450-43810	804.12	303727721 1830 2 Ave NW Aquatic Center
173296	Xcel Energy	101-43160-430-43810	255.83	302767481 210 3 St NE St Light HP
173296	Xcel Energy	101-45200-450-43810	22.26	303683055 100 Tee Pee Tonka Park

Check Numb	Last Name	Acct 1	Amount	Description
173296	Xcel Energy	101-42500-420-43810	0.16	304214955 930 4th Ave NW Siren
173296	Xcel Energy	101-42110-420-43810	4,510.00	303688424 25 4th St NW
173296	Xcel Energy	101-45126-450-43810	23.03	302492805 117 Shumway-Washington Center
173296	Xcel Energy	601-49430-000-43810	362.54	304051816 1200 Belview Trl
173296	Xcel Energy	101-42500-420-43810	3.88	154013 1851 220 St E CD Siren
173296	Xcel Energy	101-43121-430-43810	3,483.51	304051816 1200 Belview Trl
173296	Xcel Energy	101-42500-420-43810	3.88	167157 1203 Parshall St
173296	Xcel Energy	602-49450-000-43810	46.71	302976387 1301 Willow St Lift Station
173296	Xcel Energy	602-49450-000-43810	22.24	303333605 410 Frink Ave Lift Station
173296	Xcel Energy	601-49430-000-43810	724.88	302814303 1217 Parshall Reservoir #2
173296	Xcel Energy	101-45200-450-43810	13.72	303920032 540 2nd Ave NW
173296	Xcel Energy	101-41940-410-43830	342.14	303640982 208 1 Ave NW City Hall
173296	Xcel Energy	101-43170-430-43810	35.98	304131503 2200 30th St NW
173296	Xcel Energy	602-49480-000-43830	5,700.10	302858086 214 14 St NE
173296	Xcel Energy	602-49450-000-43810	23.55	302346525 3030 Hwy 60 W Lift Station
173296	Xcel Energy	101-45200-450-43810	34.15	302261595 920 9 Ave SW
173296	Xcel Energy	601-49430-000-43810	8,044.43	303929972 1904 Fairground Dr
173296	Xcel Energy	601-49430-000-43810	-50,295.40	303579187 824 7 St NW Water Plant #1
173296	Xcel Energy	101-43160-430-43810	45.98	304116511 800 Lyndale Ave S
173296	Xcel Energy	101-45126-450-43810	659.16	303373970 117 Shumway Load Profile
173296	Xcel Energy	101-43121-430-43830	968.03	304051816 1200 Belview Trl
173296	Xcel Energy	101-41940-410-43810	1,759.49	303683323 208 1 Ave NW
173296	Xcel Energy	101-42500-420-43810	8.04	164184 930 4th CD Siren
173296	Xcel Energy	101-45200-450-43830	49.58	304017445 900 Lyndale Ave N
173296	Xcel Energy	101-42500-420-43810	23.82	303930334 Fairgrounds/300 Western
173296	Xcel Energy	101-45200-450-43830	55.34	302627100 Jefferson Warming House
173296	Xcel Energy	437-41940-410-43810	207.66	303440015 217 Mill Street - Garage
173296	Xcel Energy	602-49450-000-43810	16.70	302794134 98 3 Ave NW Viaduct Lift Stati
173296	Xcel Energy	101-45122-450-43830	739.12	303402179 16 Central Ave
173296	Xcel Energy	601-49430-000-43810	9,989.15	303329691 824 7 St NW Pump Water
173296	Xcel Energy	101-43170-430-43810	68.75	303446090 1418 Divsion St W Signal Light
173296	Xcel Energy	601-49430-000-43830	28.79	302971552 824 7th St Nw Water Works
173296	Xcel Energy	101-45122-450-43810	4,481.01	303273787 15 Central Ave Load Profile
173296	Xcel Energy	602-49480-000-43810	-16.95	Non-Recurring Charges/Credit
173296	Xcel Energy	101-45200-450-43810	61.62	303239611 Sr High Tennis Courts
173296	Xcel Energy	437-41940-410-43810	189.25	302678011 217 Mill St
173296	Xcel Energy	101-42500-420-43810	8.04	146104 920 9 Ave SW CD Siren
173296	Xcel Energy	101-45200-450-43810	21.74	302165394 415 2nd Ave SW Wapacuta Pk
173296	Xcel Energy	101-45126-450-43830	963.14	302971175 117 Shumway Washington Center
173296	Xcel Energy	101-43160-430-43810	13.72	303328788 1600 30 St NW
173296	Xcel Energy	101-42110-420-43830	1,104.72	303688424 25 4th St NW
173296	Xcel Energy	101-45200-450-43810	22.84	304850239 TeePee Tonka Park Tunnel
173296	Xcel Energy	101-42210-420-43810	910.81	302527702 122 2 St NW-Fire Hall

Check Numb	Last Name	Acct 1	Amount	Description
173296	Xcel Energy	101-45200-450-43810	27.59	302321102 1000 7 Ave SW-S Alex Sec
173296	Xcel Energy	101-45125-450-43820	25.00	303727721 1830 2 Ave NW Aquatic Center
173296	Xcel Energy	101-45200-450-43810	143.36	304017445 900 Lyndale Ave N
173296	Xcel Energy	601-49430-000-43810	5,310.10	302969048 350 Alexander Park Well #6
173296	Xcel Energy	101-43170-430-43810	103.99	303691980 2219 Grant St Lift Station
173296	Xcel Energy	602-49450-000-43810	43.38	303670994 1090 Cannon Circle Lift Station
173296	Xcel Energy	437-41940-410-43810	13.72	302880124 217 Mill St - Diesel Plt
173296	Xcel Energy	101-45126-450-43810	17.76	171746 117 Shumway Lighting
173296	Xcel Energy	101-43160-430-43810	186.81	303661815 495 Heritage Pl
173296	Xcel Energy	101-45200-450-43810	26.29	303510224 Central Park Band Stand
173296	Xcel Energy	101-45500-450-43810	2,204.41	302342287 11 Division St E
173296	Xcel Energy	101-43170-430-43810	211.60	303396625 27 Division St E Signal Light
	Xcel Energy		37,607.92	
0	Zarnoth Brush Works Inc	101-43121-430-42210	2,800.00	Gutter Brooms For #217
	Zarnoth Brush Works Inc		2,800.00	
173297	Zee Medical Service	602-49450-000-42170	28.19	Safety Cabinet Refill PWP
173297	Zee Medical Service	603-49500-000-42170	4.00	Safety Cabinet Refill PWP
173297	Zee Medical Service	101-43121-430-42170	270.82	Safety Cabinet Refill PWP
173297	Zee Medical Service	601-49430-000-42170	28.19	Safety Cabinet Refill PWP
	Zee Medical Service		331.20	
173298	Ziegler Inc	602-49480-000-44040	1,421.78	Trouble Shoot Generator
	Ziegler Inc		1,421.78	
			1,375,881.51	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: November 23, 2021
SUBJECT: Resolution 2021-233 Declaring 2022 Precinct Polling Locations

Background:

Minnesota Statute 204B.16, Subdivision 1 requires the governing body of each municipality to designate a polling place for each election precinct. This designation must be made by December 31 of each year, and said designation is effective for the following calendar year, unless a change is made pursuant to Minnesota Statute 204B.175 or because the polling place becomes unavailable.

Currently, the precinct polling places are as follows:

Precinct No.1 – Building #17 (4-H Building), 1900 Fairgrounds Drive
Precinct No.2 – Washington Center, 117 Shumway Avenue
Precinct No.3 – Buckham Community Center, 15 Division Street West
Precinct No.4 – Our Savior’s Lutheran Church, 1207 Prairie Avenue

Absentee Voting Precinct:
Rice County Government Services Building
Rice County Property Tax and Elections Office
320 3rd Street NW, Faribault MN 55021

It should be noted that due to the 2020 Census results, these precincts may change over the next few months. Further Council discussion will occur at a future work session.

Recommendation:

Approve Resolution 2021-233 Declaring 2022 Polling Locations

Attachments:

1. 2021-233 Declaring Precinct Polling Places

CITY OF FARIBAULT

RESOLUTION #2020-233

DECLARING 2022 PRECINCT POLLING PLACES

WHEREAS, Minnesota Statute 204B.16, Subdivision 1 requires the governing body of each municipality designate a polling place for each election precinct; and

WHEREAS, this designation must be made by December 31 of each year, and said designation is effective for the following calendar year, unless a change is made pursuant to Minnesota Statute 204B.175 or because the polling place becomes unavailable.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council declares the precinct polling places are as follows:

Precinct No. 1 – Building #17 (4-H Building), 1900 Fairgrounds Drive
Precinct No. 2 – Washington Center, 117 Shumway Avenue
Precinct No. 3 – Buckham Community Center, 15 Division Street West
Precinct No. 4 – Our Savior’s Lutheran Church, 1207 Prairie Avenue
Absentee Voting Precinct – Rice County Government Services Building
Rice County Auditor/Treasurer’s Office
320 3rd Street NW

ALSO, BE IT RESOLVED, that the City Administrator is directed to file a copy of this resolution with the Secretary of State and the Rice County Auditor/Treasurer’s Office.

Date Adopted: November 23, 2021

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: Jeanne Day, Finance Director
MEETING DATE: November 23, 2021
SUBJECT: Resolution 2021-234 Levying Special Assessments for Delinquent Water, Sewer, and Storm Water Accounts

Background:

Customers with unpaid utility receivable accounts and miscellaneous accounts receivable are provided with multiple notices and ample opportunity to pay the balance prior to entering the assessment process. Section 28-73 provides authorization for the City to certify to the County Auditor any unpaid service charges or fees which shall be collected together with property taxes levied against the property.

Proper notification, as required by city ordinance, has been submitted to each property owner in the attached list. The term of the levy is one year and will include an interest charge equal to ten percent (10%) or \$25, whichever is greater.

Delinquent utility accounts that are 60 days or more past due are certified against the property receiving service. In most cases, the homes are vacant, foreclosures, landlords paying for previous tenants, or broken curb stops so water cannot be shut off. These account balances cannot be collected through the shutoff process and are certified for collection against the property.

Recommendation:

Staff recommends approval of Resolution 2021-234 Levying Special Assessments for Miscellaneous Delinquent Water, Sewer and Storm Water Accounts.

Attachments:

1. Resolution 2021-234 Levy Assessments for Delinquent Utility Balances
2. Resolution 2021-234 Levy Assessment for Delinquent Utility Balances Exhibit A

CITY OF FARIBAULT

RESOLUTION #2021-234

LEVYING SPECIAL ASSESSMENTS FOR DELINQUENT WATER, SEWER, AND STORM WATER ACCOUNTS

WHEREAS, City of Faribault ordinances establish rules, rates and charges for water, sewer, storm water and other miscellaneous charges and fees for services; and

WHEREAS, Section 28-73 of the City ordinances authorizes the City to assess any unpaid service charges and fees imposed on the owner, lessee, or occupant of property for governmental services provided by the City; and

WHEREAS, written notice of the City's intention to certify the charges or fees to the County Auditor was provided to the property owners on November 1, 2021; and

WHEREAS, assessment rolls have been prepared specifying the amount, which includes all penalties to be certified against each particular property; and

WHEREAS, such assessments shall be payable over a period of one year with an interest rate of ten percent (10%) or \$25, whichever is greater; and

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

1. Assessment Roll for Delinquent Unpaid Water, Sewer and Storm Water attached hereto as Exhibit A in the amount of \$55,980.67.
2. A copy of Exhibit A, which are attached hereto and made a part hereof, is hereby accepted and shall constitute a special assessment against the properties named therein. The owner of property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the date of the adoption of the final assessment resolution; and he may, at any time thereafter, pay to the City Treasurer the entire amount of the

assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before December 31, 2021, or interest will be charged through December 31 of the succeeding year.

3. A copy of this resolution, together with the assessment roll, is to be forwarded to the Rice County Treasurer/Auditor for collection with other taxes.

Date Adopted: November 23, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

**CITY OF FARIBAULT
DELINQUENT UTILITY BILL CERTIFICATION
November 23, 2021**

Exhibit A

Account No	Owner Name	Service Address	Parcel #	Certified
006371-000	Rural Housing Service	848 Home Pl	18-01-1-01-012	\$ 511.16
007602-001	Michael & Frances Lazor	707 Tatepaha Blvd	18-31-3-51-047	289.01
007942-008	Scott Nelson	714 Rose Dr	18-19-2-51-106	44.36
007992-016	Aaron Fitzgerald	1525 6 St SW Apt A	18-36-4-52-022	433.65
008047-000	Peter Brinkman	628 5 Ave NW	18-31-1-26-118	2,551.56
008047-001	Peter Brinkman	103 1 St NW	18-31-1-26-518	2,355.01
008047-002	Peter Brinkman	113 1 St NW	18-31-1-26-519	1,135.85
008047-003	Peter Brinkman	121 1 St NW	18-31-1-26-520	924.34
008047-005	Peter Brinkman	14 3 St NW Apt A	18-31-1-26-282	6,044.68
008047-006	Peter Brinkman	604 6 St NW	18-31-2-26-013	1,122.61
008341-000	William Kuntze	1410 Central Ave	18-30-4-26-015	1,443.37
008341-002	William Kuntze	701 Division St W	18-31-3-25-001	1,410.89
008341-003	William Kuntze	110 1 Ave SW	18-31-4-26-049	1,361.47
010035-000	Gary Hunt	2401 2 Ave NW	18-19-4-25-019	409.78
010135-000	Bill Healy	607 Hulett Ave	18-36-1-25-004	475.78
010855-001	Dave Mesta	1004 1 Ave NW	18-30-4-26-224	187.19
010912-000	Joann Bussert	1724 2 St SW	18-36-3-01-044	235.37
010915-000	Gerald Noterman	131 Frink Ave	18-36-3-01-010	409.78
011509-001	Chad Breitenfeldt	2835 2 Ave NW	18-19-1-50-009	196.50
011626-000	Joseph Doneux	2930 8 Ave NW	18-19-2-51-044	63.44
011671-004	Gary Benton Jr	2635 2 Ave NW	18-19-4-25-008	229.56
012066-000	Patrick & Brenda Martin	610 2 St NW	18-31-2-51-049	177.46
012251-000	Heritage Investment Group	220 Central Ave	18-31-1-26-354	2,647.78
012275-000	Mark Hofstad	322 Central Ave	18-31-1-26-289	763.81
012275-001	Mark Hofstad	322 Central Ave Apt 2	18-31-1-26-289	319.39
012275-002	Mark Hofstad	322 Central Ave Apt 1	18-31-1-26-289	319.39
012275-003	Mark Hofstad	324 Central Ave	18-31-1-26-290	8,673.76
012290-000	Al's Place Inc	30 3 St NW	18-31-1-26-276	109.74
012564-000	Don Schultz	627 4 St NW	18-31-2-26-116	93.94
012812-008	David Swanson	104 6 St NW	18-31-1-26-082	25.96
012867-000	Robert Detlie	6 5 Ave NE	18-32-2-52-083	352.80
013003-015	Joseph Ubl	1811 7 St NW	18-36-2-00-001	475.78
013094-000	Larry Preuss	1215 Division St E	18-32-4-26-005	445.37
014398-000	Al's Place Inc	30 3 St NW Apt A	18-31-1-26-276	189.20
014398-001	Al's Place Inc	28 3 St NW	18-31-1-26-277	115.38
014996-001	Cheryl Anderson	14 12 St NE	18-30-4-26-090	105.78
015376-000	Andy Lee	25 3 St NW	18-31-1-26-339	843.19
015444-000	Travis or Hannah Davidson	1214 Amber Ln	18-25-3-26-017	68.07
015565-000	AB Holdings LLC	901 Faribault Rd	18-01-2-02-002	6,381.78
017113-000	Jeremy & Kendra Gardner	1206 Lyndale Ave N	18-25-4-27-002	56.59
017483-002	Jonathan & Jacqueline Hernandez	Sil 521 3 St NW	18-31-1-26-397	2,108.02
017483-003	Jonathan & Jacqueline Hernandez	Sil 805 Central Ave	18-30-4-51-050	107.18
017483-005	Jonathan & Jacqueline Hernandez	Sil 308 1 Ave NW	18-31-1-26-270	700.33
017623-001	Richard M Larsen	615 Lincoln Ave	18-36-1-00-011	51.55
018237-002	Jenaro Paz	1518 4 St NW	18-36-1-52-039	420.95

018587-000	Nicole Farmer	1300 Willow St A	18-06-3-00-003	1,204.51
018682-000	Nicole Farmer	1300 Willow St	18-06-3-00-003	177.98
018686-000	Estuardo Tobar	728 5 Ave NW	18-30-3-75-084	70.37
019310-003	USDA Centralized Servicing Center	629 1 St SW	18-31-3-26-053	473.32
019339-009	Dineen Enterprises LLC	755 6 St NE	18-32-2-01-021	47.40
019339-011	Dineen Enterprises LLC	211 1 St NW	18-31-1-26-526	34.98
019572-000	Heritage Bluffs Apartments LLC	200 Heritage Pl	18-31-1-76-002	430.60
019796-000	Josue MezaAshley Moreno Estrada	1524 Wellington Cr	18-01-1-52-042	241.44
020043-000	John Sheesley	313 Central Ave Apt A	18-31-1-26-299	122.66
020043-003	John Sheesley	329 Central Ave	18-31-1-26-294	161.53
020043-004	John Sheesley	7 4 St NE	18-31-1-26-294	109.39
020043-007	John Sheesley	313 Central Ave	18-31-1-26-299	138.00
020043-008	John Sheesley	229 Central Ave Apt 3	18-31-1-26-316	160.57
020043-009	John Sheesley	229 Central Ave Apt 2	18-31-1-26-316	190.28
020043-013	Palisades Group LLC	225 Central Ave	18-31-1-26-318	137.02
020270-000	Wujun Wu	1608 Deerwood Ln	18-01-4-80-017	57.05
020335-001	Angelica Zamarripu	1008 Division St W	18-36-1-76-092	400.85
020541-007	AM Property Management LLC	330 9 Ave SE	18-32-3-03-022	34.54
020847-000	Melanie Hagen	309 Flynn St	18-31-4-51-003	89.04
020902-001	G & H Management	1377 South Trail Dr - Irrig	18-06-4-30-036	38.36
021094-000	Robert DeGroot	2900 Airport Dr W	18-23-1-75-002	84.07
021141-000	Susan Hacker	19 9 Ave SW	18-31-3-27-006	27.22
021141-002	Susan Hacker	118 Central Ave	18-31-1-26-472	34.56
021178-000	Michael Shane Manzara	1213 1 St NW	18-36-1-77-012	183.69
021445-000	Farm Share LLC	21 4 Ave SW Apt 2	18-31-3-01-009	601.51
021604-000	Joshoua David Courson	118 1 St SW	18-31-4-26-024	173.46
022064-000	RG Real Estate LLC	1228 25 Ave NW	18-26-4-02-014	95.13
022076-002	Timothy Knutson	1614 4 St NW	18-36-1-52-017	130.28
022135-000	Donald Gonsoski	420 2 St NE	18-32-2-52-030	250.15
022247-000	Ben Hacker	920 Edgar Pl	18-19-2-51-034	91.27
022432-000	Samuel & Mattie Lamont	1148 6 Ave SW	18-06-2-51-161	137.50
022435-000	Joe Franco	2108 2 Ave NW	18-19-3-77-050	56.87
022463-000	Josh Juvland	1026 Westwood Dr	18-01-1-51-028	52.13
022537-000	Peter Brinkman	14 3 St NW	18-31-1-26-282	284.17
023002-000	Ben Hacker	212 3 Ave NW	18-31-1-26-376	137.69
023111-000	Kirk Flom	1306 Division St E	18-32-1-50-007	56.83
023144-000	Robert Fick	828 Reed Ave	18-06-1-28-026	77.36
023165-000	Jesus Espinoza	1119 1 Ave NE	18-30-4-26-078	66.62
023357-000	Richard Krannich	624 2 St NE	18-32-2-52-043	42.86
023358-002	Manuel Gonzales	1316 Central Ave	18-30-4-26-047	73.58
023429-001	James Perras	126 4 Ave SW	18-31-3-01-035	199.94
023584-000	SRC Property Group	1310 Central Ave Apt A	18-30-4-26-046	112.00
023843-000	Tyrone Johnson	2422 15 1/2 St NW	18-26-1-76-027	27.98
024010-000	Kimberly Sour	2310 Hulett Ave	18-24-4-76-010	107.74
024018-000	Matt & Lindsey Steves	717 2 Ave NW	18-30-4-51-069	91.54
024047-000	Patrick & Brenda Martin	610 2 St NW	18-31-2-51-049	189.58
024076-000	F6 Holdings LLC	20 1 St NE	18-31-1-26-483	886.49

TOTAL CERTIFICATION

\$ 55,980.67



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Day, Finance Director
MEETING DATE: November 23, 2021
SUBJECT: Resolution 2021-235 Levying Special
Assessments for Miscellaneous Delinquent
Receivable Accounts

Background:

Customers with unpaid miscellaneous accounts receivable are provided multiple notices and ample opportunity to pay the balance prior to entering the assessment process. Sections 12-2(d) and 12-3(c) of the City Code of Ordinances provides authorization for the City to certify to the County Auditor any unpaid service charges or fees which shall be collected together with property taxes levied against the property.

Proper notification, as required by city ordinance, has been submitted to each property owner in the attached list. The term of the levy is one to five years and will include an interest charge equal to ten percent (10%) or \$25, whichever is greater.

Miscellaneous unpaid charges related to mowing, rental registration, false alarms, sign removal, or other charges and fees may also be certified and collected with property taxes.

Recommendation:

Staff recommends approval of Resolution 2021-235 Certifying Delinquent Miscellaneous Accounts Receivable for Collection with Property Taxes.

Attachments:

1. Resolution 2021-235 Levy Assessments for Delinquent Balances
2. Resolution 2021-235 Levy Assessment for Delinquent Balances Exhibit A

CITY OF FARIBAULT

RESOLUTION 2021-235

LEVYING SPECIAL ASSESSMENTS FOR MISCELLANEOUS DELINQUENT RECEIVABLE ACCOUNTS

WHEREAS, City of Faribault ordinances establish fees for miscellaneous charges for services; and

WHEREAS, Sections 12-2(d) and 12-3(c) of the city ordinances authorizes the City to certify assessments to the County Auditor any unpaid service charges and fees imposed on the owner, lessee, or occupant of property for governmental services provided by the City; and

WHEREAS, written notice of the City's intention to certify the charges or fees to the County Auditor was provided to the property owners on November 2, 2021; and

WHEREAS, assessment rolls have been prepared specifying the amount, which includes all penalties to be certified against each particular property; and

WHEREAS, such assessments shall be payable over a period of one to five years with an interest rate of ten percent (10%) or \$25, whichever is greater; and

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

1. Assessment Roll for Delinquent Miscellaneous Accounts Receivable attached hereto as Exhibit A in the amount of \$7,716.50.
2. A copy of Exhibit A, which is attached hereto and made a part hereof, is hereby accepted and shall constitute a special assessment against the properties named therein. The owner of property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the date of the adoption of the final assessment resolution; and the owner

may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before December 31, 2021, or interest will be charged through December 31 of the succeeding year.

3. A copy of this resolution, together with the assessment roll, is to be forwarded to the Rice County Treasurer/Auditor for collection with other taxes.

Date Adopted: November 23, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

CITY OF FARIBAULT
DELINQUENT ACCOUNTS RECEIVABLE CERTIFICATION
November 23, 2021

Exhibit A

<i>Name</i>	<i>Property Address</i>	<i>PID</i>	<i>Description</i>	<i>Certified</i>
Russell Gramse	329 2 St NW	18.31.1.26.436	Mow Grass 8/25/21	\$ 45.00
Wayd & Erin Ferris	310 Lind St	18.31.4.52.007	Mow Grass 6/18/21	125.00
Duck Soup	25 3 St NW	18.31.1.26.339	Removal of Trash-Multiple Times	1,468.50
Richard Detlie	6 5 Ave NE	18.32.2.52.083	Curb Stop Repair	1,595.00
Angelica Zamarripa	1008 Division St W	18.36.1.76.092	Curb Stop Repair	2,233.00
Daniel Randall	717 9 St NW	18.30.3.50.019	Curb Stop Repair	1,925.00
Gary Hunt	2401 2 Ave NW	18.19.4.25.019	Mowing 6/11/21	175.00
Rural Housing Service US Dept of Agriculture	848 Home Place	18.01.1.01.012	Mowing 6/11/21	150.00
Total Certification				<u><u>\$ 7,716.50</u></u>



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: November 23, 2021
SUBJECT: Approve LG220 Application for Exempt Permit for Catholic United Financial Council 13SS Lawrence/Anne

Background:

Catholic United Financial Council 13SS Lawrence/Anne has submitted a LG220 Application for Exempt Permit for an event on April 9, 2022 at Bethlehem Academy.

Recommendation:

Approve LG220 Application

Attachments:

1. LG220 - Catholic United Financial

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

11/17
Page 1 of 2

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Catholic United Financial Council 13 SS Lawrence/Anne Previous Gambling Permit Number: [REDACTED]
Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____
Mailing Address: 22445 Morristown Blvd
City: Faribault State: MN Zip: 55021 County: Rice
Name of Chief Executive Officer (CEO): Connie DeGrood
CEO Daytime Phone: [REDACTED] CEO Email: [REDACTED]
(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): [REDACTED]

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Bethlehem Acadmey

Physical Address (do not use P.O. box): 105 3rd Ave SW

Check one:

☒ City: Faribault Zip: 55021 County: Rice
☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 4/9/2022

Check each type of gambling activity that your organization will conduct:

☒ Bingo ☐ Paddlewheels ☒ Pull-Tabs ☒ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: November 23, 2021
SUBJECT: Resolution 2021-236 Approve Massage Therapy License

Background:

The City Administrator's Office has received an application for a new Massage Therapist license. Brooke Moreno has submitted all of the necessary forms and payment for the licenses. A background investigation was completed by the Faribault Police Department.

Recommendation:

Approve Resolution 2021-236

Attachments:

1. 2021-236 Approve New Massage Therapist Licenses

CITY OF FARIBAULT

RESOLUTION #2021-236

APPROVE MASSAGE THERAPIST LICENSE

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

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

WHEREAS, a background investigation by the Faribault Police Department has been completed;

NOW, THEREFORE BE IT RESOLVED, that the above-named applicant be granted a Massage Therapist license with the City of Faribault for the term of November 24, 2021 to January 31, 2022.

Date Adopted: November 23, 2021

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: Heather Slechta, Assistant to the City Administrator
MEETING DATE: November 23, 2021
SUBJECT: Resolution 2021-237 Approve 2022 Off- Sale Liquor License Renewals

Background:

The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective from January 1, 2022 through December 31, 2022.

2022 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:

Approve Resolution 2021-237 Approve 2022 Off- Sale Liquor License Renewals

Attachments:

1. Resolution 2021-237 Approve Off Sale Liquor License Renewals

CITY OF FARIBAULT

RESOLUTION #2021-237
APPROVE 2022 OFF- SALE LIQUOR LICENSE RENEWALS

WHEREAS, the following establishments:

Bauer's Southside Liquors
Carriage House Liquors
Haskell's

Hy-Vee Wine & Spirits
Wal-Mart Stores, Inc.
Fareway Stores, Inc.

have presented applications for renewal of their current Off-Sale Intoxicating Liquor licenses; and

WHEREAS, the establishments listed have provided the proper fees; a Certificate of Liability Insurance and Workers Compensation Insurance pending review by the City Attorney; Tax Information Form; a Certificate of Real Estate Taxes Paid from the Rice County Property Tax and Elections Department showing that all taxes and assessments are paid to date; and a Background Authorization Form; and

WHEREAS, pending a thorough background investigation by the Police Department of the applicants and pending certification by the Chief of Police that they have not been convicted of any violations of any state law or municipal ordinance relating to the sale of intoxicating liquor within the past five years; and

WHEREAS, the establishments listed have current Off-Sale Liquor licenses with the City of Faribault.

NOW, THEREFORE, THE CITY OF FARIBAULT RESOLVES, the establishments listed be granted Off-Sale Intoxicating Liquor Licenses with the City of Faribault for the term of January 1, 2022 to December 31, 2022.

Date Adopted: November 23, 2021

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: Heather Slechta, Assistant to the City Administrator
MEETING DATE: November 23, 2021
SUBJECT: Resolution 2021-238 Approve 2022 Club/Sunday Liquor License Renewals

Background:

The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective from January 1, 2022 through December 31, 2022.

2022 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:

Approve Resolution 2021-238 Club/Sunday Liquor License Renewals

Attachments:

1. Resolution 2021-238 Approving Club-Sunday Liquor License 2022 Renewals

CITY OF FARIBAULT

RESOLUTION #2021-238
APPROVE 2022 CLUB/SUNDAY LIQUOR LICENSE RENEWALS

WHEREAS, the following clubs:

Faribault American Legion Post 43
Eagles Club 1460
Elks Lodge

Faribault Golf and Country Club
Faribault Moose Lodge

have presented applications to the City of Faribault Administration Office for renewals of their current Club On-Sale Liquor and Sunday Liquor Licenses; and

WHEREAS, the establishments listed have provided the proper fees; a Certificate of Liquor Liability Insurance and Workers Compensation Insurance pending review by the City Attorney; provided the necessary Tax Information Form; a Certificate of Real Estate Taxes Paid from the Rice County Auditor/Treasurer showing that all taxes and assessments are paid to date; a Background Authorization Form, and have certified all of their servers serving alcohol have been properly trained according to City Code regulations; and

WHEREAS, pending a thorough background investigation by the Police Department of the applicants and pending certification by the Chief of Police that they have not been convicted of any violations of any state law or municipal ordinance relating to the sale of intoxicating liquor within the past five years; and

WHEREAS, the establishments listed have current Club Liquor and Sunday Liquor licenses with the City of Faribault.

NOW, THEREFORE, THE CITY OF FARIBAULT RESOLVES, the establishments listed above be granted Club On-Sale Liquor and Sunday Liquor Licenses with the City of Faribault for the term of January 1, 2022 to December 31, 2022.

Date Adopted: November 23, 2021

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: Heather Slechta, Assistant to the City Administrator
MEETING DATE: November 23, 2021
SUBJECT: Resolution 2021-239 Approve 2022 Low Volume/Sunday Liquor License Renewal

Background:

The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective from January 1, 2022 through December 31, 2022.

2022 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:

Approve Resolution 2021-239 Approve 2022 Low Volume/Sunday Liquor License Renewals

Attachments:

1. Resolution 2021-239 Approve 2022 Low Volume /Sunday Liquor License Renewals

CITY OF FARIBAULT

RESOLUTION #2021-239

APPROVE 2022 LOW VOLUME/SUNDAY LIQUOR LICENSE RENEWAL

WHEREAS, Corks and Pints has presented an application for renewal of their Low Volume Intoxicating On-Sale Liquor and Sunday Liquor License;

WHEREAS, the Low Volume license allows for the sale of on sale intoxicating liquor up to 150 days in a calendar year. The licensee is able to sell beer or wine on all days of the week they have a valid license and only liquor is exempt. To verify this, a notarized statement is required to be submitted by November 1st of each year indicating the calendar days from the previous 12 months that intoxicating liquor was sold; and

WHEREAS, the establishment has provided the proper fee; a Certificate of Liability Insurance and Workers Compensation Insurance pending review by the City Attorney; a Certificate of Real Estate Taxes Paid from the Rice County Treasurer; Certification of Server Training of their employees; and a Background Authorization Form; and

WHEREAS, pending a thorough background investigation by the Police Department of the applicant and pending certification by the Chief of Police that they have not been convicted of any violations of any state law or municipal ordinance relating to the sale of intoxicating liquor within the past five years; and

WHEREAS, the establishment listed currently has a Low Volume Intoxicating Liquor and Sunday Liquor licenses with the City of Faribault.

NOW, THEREFORE, BE IT RESOLVED, that the establishments listed be granted Low Volume Intoxicating On-Sale Liquor licenses and Sunday Liquor licenses for the term of January 1, 2022 to December 31, 2022.

Date Adopted: November 23, 2021

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: Heather Slechta, Assistant to the City Administrator
MEETING DATE: November 23, 2021
SUBJECT: Resolution 2021-240 Approve 2022 Off-Sale Malt Liquor License Renewals

Background:

The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective from January 1, 2022 through December 31, 2022.

2022 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:

Approve Resolution 2021-240 Approve 2022 Off-Sale Malt Liquor License Renewals

Attachments:

1. Resolution 2021-240 Approve 2022 Off-Sale Malt Liquor License Renewals

CITY OF FARIBAULT

RESOLUTION #2021-240
APPROVE 2022 OFF-SALE MALT LIQUOR LICENSE RENEWALS

WHEREAS, the following applications have been received for renewal of their current Malt Liquor licenses:

Holiday Stationstore #135, 707 4th Street NW
Kwik Trip #772, 1405 Hwy 60 West

WHEREAS, the establishments listed have provided the proper fees; proof of Minnesota Workers Compensation Insurance pending review by the City Attorney; provided the necessary Tax Information Form; a Certificate of Real Estate Taxes Paid from the Rice County Treasurer showing that all taxes and assessments are paid to date; and a Background Authorization Form; and

WHEREAS, pending a thorough background investigation by the Police Department of the applicants and pending certification by the Chief of Police that they have not been convicted of any violations of any state law or municipal ordinance relating to the sale of intoxicating liquor within the past five years; and

NOW, THEREFORE, THE CITY OF FARIBAULT RESOLVES, that the establishments listed be granted renewal of their current Malt Liquor licenses with the City of Faribault for the term of January 1, 2022 to December 31, 2022.

Date Adopted: November 23, 2021

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: Heather Slechta, Assistant to the City Administrator
MEETING DATE: November 23, 2021
SUBJECT: Resolution 2021-241 Approve 2022 Restaurant On-Sale/Sunday Liquor License Renewals

Background:

The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective from January 1, 2022 through December 31, 2022.

2022 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:

Approve Resolution 2021-241 Approve 2022 Restaurant On-Sale/Sunday Liquor License Renewals

Attachments:

1. Resolution 2021-241 Approve 2022 Restaurant On-Sale/Sunday Liquor Renewal

CITY OF FARIBAULT

RESOLUTION #2021-241

APPROVE 2022 RESTAURANT ON-SALE/SUNDAY LIQUOR LICENSE RENEWALS

WHEREAS,

Clayton Enterprises, LLC	Gran Plaza
Carbone's	Hy-Vee Market Café
Depot Bar & Grill	Joe's Sports Café
El Tequila	Legacy Golf
Signature Bar & Grill	AJMJ
Crooked Pint Ale House	Boxers Grill & Party Pub
Redemption	Cancun Grill

have presented applications for renewal of their On Sale Liquor and Sunday Liquor Licenses; and

WHEREAS, the establishments listed have provided the proper fees; a Certificate of Liability Insurance and Workers Compensation Insurance pending review by the City Attorney; a Certificate of Real Estate Taxes Paid from the Rice County Treasurer; Certification of Server Training of their employees; and a Background Authorization Form; and

WHEREAS, pending a thorough background investigation by the Police Department of the applicants and pending certification by the Chief of Police that they have not been convicted of any violations of any state law or municipal ordinance relating to the sale of intoxicating liquor within the past five years; and

WHEREAS, the establishments listed have current licenses with the City of Faribault.

NOW, THEREFORE, THE CITY OF FARIBAULT RESOLVES, that the establishments listed be granted On Sale Liquor and Sunday Liquor Licenses with the City of Faribault for the term of January 1, 2022 to December 31, 2022.

Date Adopted: November 23, 2021

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: Heather Slechta, Assistant to the City Administrator
MEETING DATE: November 23, 2021
SUBJECT: Resolution 2021-242 Approve 2022 On-Sale Theater Wine and Malt Liquor License Renewals

Background:

The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective from January 1, 2022 through December 31, 2022.

2022 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:

Approve Resolution 2021-242 Approve 2022 Restaurant On-Sale/Sunday Liquor License Renewals

Attachments:

1. Resolution 2021-242 Approve 2022 On-Sale Theater Wine and Malt Liquor License Renewals

CITY OF FARIBAULT

RESOLUTION #2021-242

APPROVE 2022 ON-SALE THEATER WINE AND MALT LIQUOR LICENSE RENEWAL

WHEREAS, the Faribault Art Center, Inc., doing business as Paradise Center for the Arts has submitted renewal applications for their Theater Wine and Theater On-Sale Malt Liquor licenses for the performing arts center located at 321 Central Avenue, in the City of Faribault; and

WHEREAS, Paradise Center for the Arts has paid the required fees and completed the application packets to request renewal of the current licenses; and

WHEREAS, a Certificate of Liability Insurance and Workers Compensation Insurance pending review by the City Attorney; and

WHEREAS, pending a thorough background investigation by the Police Department of the applicants and pending certification by the Chief of Police that they have not been convicted of any violations of any state law or municipal ordinance relating to the sale of intoxicating liquor within the past five years; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FARIBAULT, that the On-Sale Theater Wine license and the On-Sale Theater Malt Liquor license are hereby approved for the Paradise Center for the Arts, 321 Central Avenue North, for a period of January 1, 2022 through December 31, 2022.

Date Adopted: November 23, 2021

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: Heather Slechta, Assistant to the City Administrator
MEETING DATE: November 23, 2021
SUBJECT: Resolution 2021-243 Approve 2022 On-Sale Wine and 3.2% Malt Liquor License Renewals

Background:

The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective January 1, 2022 through December 31, 2022.

2022 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:

Approve Resolution 2021-243 Approve 2022 On-Sale Wine and 3.2% Malt Liquor License Renewals

Attachments:

1. Resolution 2021-243 Approve 2022 On-Sale Wine and 3.2% Malt Liquor License Renewals

CITY OF FARIBAULT

RESOLUTION #2021-243

APPROVE 2022 ON-SALE WINE AND 3.2% MALT LIQUOR LICENSE RENEWALS

WHEREAS, Mizuki Bistro Inc. dba Mizuki Fusion and Lester Properties LLC dba Basilleo's Pizza 2.0 LLC have presented applications for renewal of their On Sale Wine and 3.2 Malt Liquor Licenses and;

WHEREAS, Mizuki Bistro Inc dba Mizuki Fusion and Lester Properties LLC dba Basilleo's Pizza 2.0 LLC completed the application packets to request the license renewals; a Certificate of Liability Insurance and Workers Compensation Insurance pending review by the City Attorney; and

WHEREAS, pending a thorough background investigation by the Police Department of the applicants and pending certification by the Chief of Police that they have not been convicted of any violations of any state law or municipal ordinance relating to the sale of intoxicating liquor within the past five years;

NOW, THEREFORE, THE CITY OF FARIBAULT RESOLVES, Mizuki Bistro Inc. dba Mizuki Fusion and Lester Properties LLC dba Basilleo's Pizza 2.0 LLC be issued On-Sale Wine and 3.2% Malt Liquor licenses for the term of January 1, 2022 through December 31, 2022.

Date Adopted: November 23, 2021

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: Heather Slechta, Assistant to the City Administrator
MEETING DATE: November 23, 2021
SUBJECT: Resolution 2021-244 Approve 2022 Liquor License for 10,000 Drops Craft Distillers LLC

Background:

The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective from January 1, 2022 through December 31, 2022.

2022 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:

Approve Resolution 2021-244 Approve 2022 Liquor License for 10,000 Drops Craft Distillers LLC

Attachments:

1. Resolution 2021-244 Approve 2022 Liquor License for 10,000 Drops Craft Distillers LLC

CITY OF FARIBAULT

RESOLUTION #2021-244

APPROVE 2022 LIQUOR LICENSE FOR 10,000 DROPS CRAFT DISTILLERS LLC

WHEREAS, 10,000 Drops Craft Distillers LLC has presented applications for renewal of their Cocktail Room On-Sale Liquor and Sunday Liquor Licenses and Off-Sale Liquor License; and

WHEREAS, the establishment listed has provided the proper fees; a Certificate of Liability Insurance and Workers Compensation Insurance reviewed by the City Attorney; a Certificate of Real Estate Taxes Paid from the Rice County Treasurer; Certification of Server Training of their employees; and a Background Authorization Form; and

WHEREAS, a thorough background investigation by the Police Department of the applicants and certification by the Chief of Police that they have not been convicted of any violations of any state law or municipal ordinance relating to the sale of intoxicating liquor within the past five years; and

WHEREAS, the establishment listed has a current license with the City of Faribault.

NOW, THEREFORE BE IT RESOLVED, that 10,000 Drops Craft Distillers LLC be granted Cocktail Room Liquor License and Sunday Liquor License as well as an Off-Sale Liquor License with the City of Faribault for the term of January 1, 2022 to December 31, 2022.

Date Adopted: November 23, 2021

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: Heather Slechta, Assistant to the City Administrator
MEETING DATE: November 23, 2021
SUBJECT: Resolution 2021-245 Approve 2022 Convention Center On-Sale and Sunday Liquor License Renewals

Background:

The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective January 1, 2022 through December 31, 2022.

2022 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:

Approve Resolution 2021-245 Approve 2022 Convention Center On-Sale and Sunday Liquor License Renewals

Attachments:

1. Resolution 2021-245 Approve 2022 Convention Center Renewals

CITY OF FARIBAULT

RESOLUTION #2021-245
APPROVE 2022 CONVENTION CENTER LICENSE RENEWALS

WHEREAS, The 3Ten and The Inn at Shattuck-St. Mary's have presented applications for renewal of their Convention Center On-Sale Liquor and Sunday Liquor License;

WHEREAS, the establishments have provided the proper fee; a Certificate of Liability Insurance and Workers Compensation Insurance pending review by the City Attorney; a Certificate of Real Estate Taxes Paid from the Rice County Treasurer; Certification of Server Training of their employees; and a Background Authorization Form; and

WHEREAS, pending a thorough background investigation by the Police Department of the applicants and pending certification by the Chief of Police that they have not been convicted of any violations of any state law or municipal ordinance relating to the sale of intoxicating liquor within the past five years; and

WHEREAS, the establishment listed currently Convention Center On-Sale and Sunday Liquor licenses with the City of Faribault.

NOW, THEREFORE, BE IT RESOLVED, that the establishments listed be granted Convention Center On-Sale Liquor and Sunday Liquor licenses for the term of January 1, 2022 to December 31, 2022.

Date Adopted: November 23, 2021

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: Heather Slechta, Assistant to the City Administrator
MEETING DATE: November 23, 2021
SUBJECT: Resolution 2021-246 Approve 2022 Tobacco License Renewals

Background:

The City Administrator's Office has received applications for the renewal of tobacco licenses issued in the City. The licenses would be effective January 1, 2022 through December 31, 2022.

All of the current licensees have submitted their required applications and various licensing forms. The City Attorney is in the process of reviewing all required insurance documents.

Recommendation:

Approve Resolution 2021-246 Approve 2022 Tobacco License Renewals

Attachments:

1. Resolution 2021-246 Approving 2022 Tobacco License Renewals

CITY OF FARIBAULT

RESOLUTION #2021-246

APPROVE 2022 TOBACCO LICENSE RENEWALS

WHEREAS, the following applicants:

Community Co-op C-Store E	28 E Division Street
Community Co-op C-Store W	1419 Division Street
Legacy Golf	1515 Shumway Ave
Speedway #4610	2519 Lyndale Ave
Faribo Smoke Shop	2250 Hwy 60
Carriage House Liquor	32-2nd Street NE
Total Tobacco Outlet Plus Inc	328 4th Street NW #100
Boxers Grill Room and Party Pub	429 Central Ave N
Holiday Stationstores, LLC	707 4th Street NW
Hy-Vee Wine and Spirits	1920 Grant Street
Hy-Vee Gas	1920 Grant Street
Hy-Vee Grocery	1920 Grant Street
Walmart #1657 - Liquor Box	150 Western Ave NW
Walmart #1657	150 Western Ave NW
Casey's Retail Company	210 20th Street NW
Bauer's Southside Liquor	401 10th Street SW
Kwik Trip #745	102 5th Ave NE
Kwik Trip #772	1405 Highway 60
Kwik Trip #744	1508 9th Ave SW
Kwik Trip #793	1112 2nd Ave NW
Fareway Spirits & More	430 NW 2nd Ave
Fareway Stores, Inc. #126	430 NW 2nd Ave
Walgreens #01951	612 4th Street NW

have presented to the City of Faribault complete applications for renewal of their current tobacco licenses; and

WHEREAS, the establishments listed above have provided the proper fee and the Certification of Workers' Compensation form.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes that the establishments listed above be granted tobacco licenses with the City of Faribault for the term of January 1, 2022 through December 31, 2022.

Date Adopted: November 23, 2021

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: Heather Slechta, Assistant to the City Administrator
MEETING DATE: November 23, 2021
SUBJECT: Approve Fireworks Display Permit for Winterfest

Background:

The Administration Office received an application for Fireworks Display from RESPyro for an event on December 4, 2021. The fireworks display is part of the Faribault Area Chamber of Commerce and Tourism/Mainstreet Winterfest Celebration. The fireworks will be shot from the property owned by the City located behind Crooked Pint. The City Attorney has reviewed the Certificate of Insurance and the application has been reviewed by the Police Department and Fire Department with no concerns.

Recommendation:

Approve Fireworks Display Permit

Attachments:

1. Faribault unsigned
2. Faribault Holiday Shoot Site 2021-1204

APPLICATION FOR DISPLAY OF FIREWORKS/PYROTECHNIC SPECIAL EFFECTS

Applicant instructions:

This application must be completed and returned at least 15 days prior to date of display.

Name of applicant (Sponsoring Organization): Faribault Area Chamber of Commerce and Tourism

Address of applicant: 530 Wilson Avenue, Faribault, MN 55021

Name of authorized agent of applicant: RES Specialty Pyrotechnics Inc.

Address of agent: 21595 286th Street, Belle Plaine, MN 56011

Telephone number of agent: 952-873-3113

Date of display: Saturday, December 04, 2021 **Time of display:** Approx. 6:00 PM

Location of display: 125 1st Ave NE, Faribault, MN 55021

Manner and place of storage of fireworks/pyrotechnic special effects prior to display: N/A - Delivered Day of Show.

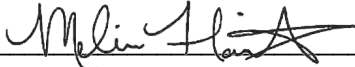
Type & number of fireworks/pyrotechnic special effects to be discharged: (16) Multi-Shot Cakes

Minnesota State law requires that this display be conducted under the direct supervision of a pyrotechnic operator certified by the State Fire Marshal.

Name of supervising operator: Alan McNellis

Certificate #: O-0999

I understand and agree to comply with all provisions of this application and the requirements of the issuing authority, and will ensure that the fireworks/pyrotechnic special effects are discharged in a manner that will not endanger persons or property or constitute a nuisance.

Signature of applicant (or agent):  Date of application: November 12, 2021

Required attachments: The following attachments must be included with this application:

1. Proof of a bond or certificate of insurance in the amount of at least \$1,000,000.00
2. A diagram of the grounds, or facilities (for indoor displays), at which the display will be held. This diagram (drawn to scale or with dimensions included) must show the point at which the fireworks/pyrotechnic special effects are to be discharged; the location of ground pieces; the location of all buildings, highways, streets, communication lines and other possible overhead obstructions; and the lines behind which the audience will be restrained. For proximate audience (e.g. indoor) displays, the diagram must also show the fallout radius for each pyrotechnic device used during the display.

The discharge of the listed fireworks on the date and at the location shown on this application is hereby approved, subject to the following conditions, if any: _____

Signature of fire chief/county sheriff: _____ Date: _____

Signature of issuing authority: _____ Date: _____

Faribault Holiday
December 4, 2021

Maximum Shell Size: 2.5"
NFPA 1123 Fallout Zone Radius: 175 ft





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Andy Bohlen, Chief of Police
MEETING DATE: November 23, 2021
SUBJECT: Approve Police Department Policy 403 - Case Management

Background:

It is the policy of this department to review and update all policies to meet departmental and regulation changes. Recently, the case management policy, used by the investigative unit, has been reviewed and updated to include new standardized procedures.

Recommendation:

Approve updated Policy 403 - Case Management

Attachments:

1. 403 - Case Management

Faribault Police Department

Policy #: 403	Subject: Case Management
Issued by: Chief Andy Bohlen	
Personnel: Sworn Personnel	Date Issued: November 23, 2021

PURPOSE

The purpose of this policy is to set guidelines and requirements pertaining to the handling and disposition of criminal investigations.

POLICY

It is the policy of the Faribault Police Department to investigate crimes thoroughly and with due diligence, to evaluate and prepare criminal cases for appropriate clearance or submission to a prosecutor.

PROCEDURES

A. Initial Investigation

Officer Responsibilities:

An officer responsible for an initial investigation shall complete no less than the following:

1. Make a preliminary determination of whether a crime has been committed by completing, at a minimum:
 - a. An initial statement from any witnesses or complainants.
 - b. A cursory examination for evidence.
2. If information indicates a crime has occurred, the officer shall:
 - a. Preserve the scene and any evidence as required to complete the initial and follow-up investigation.
 - b. Determine if additional investigative resources (e.g., investigators or scene processing) are necessary
 - c. If assistance is warranted, or if the incident is not routine, notify a Supervisor or administration.
 - d. Make reasonable attempts to locate, identify and interview all available victims, complainants, witnesses and suspects.
 - e. Collect any evidence.
 - f. Complete and submit the appropriate reports and documentation.

3. If the preliminary determination is that no crime occurred, determine what other action may be necessary, what other resources may be available, and advise the informant or complainant of this information.

B. Assignment of Cases

All criminal cases that are referred to the Investigations Unit for evaluation and assignment will be assessed by the Detective Sergeant to maintain consistency and assignment of cases for follow-up.

1. Patrol Unit

Patrol Sergeants must review and approve all reports submitted by assigned personnel to ensure that all information necessary to assign a case has been included and that the elements of the offense are present.

Officers, with supervisor approval, may hold a case for patrol follow-up if there is reason to believe that the case may be solved with minimal investigation, without Investigation Unit resources, and there will be no impact on the duties or responsibilities of the shift. All reports being held for patrol follow-up shall be completed within the investigating officer's work week.

Supervisors must ensure that each report being held by patrol for continued investigation is still forwarded to the investigation unit for review. Officers must indicate that the case should be forwarded to Investigations within the report writing system, with the intention of completing the further investigation themselves.

Records Unit personnel are responsible for assuring delivery of the held report to the investigation unit.

2. Investigations Unit

Assignment of cases to Investigations Unit personnel shall be at the discretion of the Detective Sergeant. The Detective Sergeant is responsible for checking and reviewing all supplemental reports maintained by the assigned detective, and the review of assigned cases with detectives on follow-up investigations or self-initiated reports.

Those cases that are assigned to detectives on follow-up investigations shall be investigated until all viable leads have been exhausted or at the discretion of the detective sergeant.

When there are no further viable leads available or no further progress can be made on an assigned case, the assigned detective must notify the complainant that the case is being inactivated and that no further action will be taken until more leads develop.

The investigating officer shall note in the supplemental report that the complainant was contacted and advised that the case was being classified as inactive.

3. Review and Return

The Patrol Sergeants, Detective Sergeant, or Captains may refer any report submitted for review back to the originating officer, through the chain of command, for additional information, clarification, or re-classification as deemed necessary.

C. Purging of Files

When an investigation is either cleared, unfounded, or otherwise adjudicated, the case file should normally be destroyed by shredding or deletion after all relevant investigative information has been properly documented in a report and pertinent non-enterable documents placed on file with the Records Unit. This is not intended to preclude retention of unit files at the direction of the supervisor.

Recorded interviews with suspects, witnesses, or victims will be logged into the evidence management system and retained according to that protocol.

D. Review of Dismissed, Turned-Down, or Further Cases

Any case that is dismissed by a court or turned down by a prosecutor due to alleged law enforcement mishandling will be reviewed and appropriate action taken.

All reports requiring further information or clarification will be sent back through the appropriate patrol sergeant to the originating officer. These reports shall be supplemented and forwarded through the Records Unit.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Day, Finance Director
MEETING DATE: November 23, 2021
SUBJECT: Resolution 2021-247 Approving Credit Card Use Policy

Background:

The City began utilizing credit cards as a means of making certain public purpose purchases as Resolution 2001-079 authorized the use of a corporate credit account. The City approved the Credit Card Use Policy on October 10, 2017 through Resolution 2017-216.

In 2019, a third Police Captain was added to the City Staff and issued a credit card. In review of the approved Policy, it was noted that this third Police Captain is not listed as an authorized position. It was also noted that with the banking transition in 2020 from Wells Fargo Bank to Citizens Community Federal Bank (CCF) that the credit card account was a corporate account with Wells Fargo and is now a COMMUNITY Business account with CCF. This specific language was removed and only references credit accounts in general.

The revised Credit Card Use Policy attached reflects these two changes.

Recommendation:

Staff recommends approval of Resolution 2021-247 Approving Credit Card Use Policy making these changes.

Attachments:

1. Resolution 2021-247 Approving Credit Card Policy
2. Credit Card Use Policy

CITY OF FARIBAULT

RESOLUTION #2021-247 APPROVING CREDIT CARD USE POLICY

WHEREAS, the city council may authorize the use of a credit card by any city officer or employee otherwise authorized to make a purchase on behalf of the city as provided under Minnesota Statutes 471.382; and

WHEREAS, Resolution 2017-216 adopting the City of Faribault Credit Card Use Policy, authorized the use of a corporate credit accounts by departments with a combined credit limit and authorized positions; and

WHEREAS, a credit card use policy has been written, which complies with the recommendations of the Minnesota Office of the State Auditor and the League of Minnesota Cities.

NOW, THEREFORE BE IT RESOLVED, that the attached Credit Card Use Policy dated November 23, 2021 is hereby adopted as written.

Date Adopted: November 23, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Credit Card Use Policy

Purpose: To establish a policy for the use of credit cards by City officers or employees. This policy is designed to provide guidance, procedures, and regulations for officers or employees with the authority and responsibility for purchasing and safeguarding a City credit card.

1. GUIDELINES

The City is authorized to enter into a credit card account relationship with a bank offering a nationally recognized credit card. The cards are issued to departments to provide ease and efficiency when purchasing items through the internet, when a card is the only acceptable means to make a purchase; for purchases of goods, where a charge account cannot be established and no other method of payment is available; and for securing hotel and airline travel arrangements. Credit cards are not to be used for routine purchases of supplies or materials.

2. PROCEDURES

A. Authorization

The City Council may authorize the use of a credit card by any City officer or employee otherwise authorized to make a purchase on behalf of the City as provided under Minnesota Statutes 471.382. An officer or employee who makes or directs a purchase by credit card that is not approved by the City Council, the officer or employee is personally liable for the amount of the purchase. A purchase by credit card must otherwise comply with all statutes, rules, or City policy applicable to City purchases.

B. Responsibility and Accountability

1. All card holders must safeguard the credit card and credit card number at all times.
2. Card holders must keep the credit card in a secure location at all times.
3. Card holders may not allow anyone to use the credit card and/or credit card account number who is not authorized to do so, with the exception of certain permissible use authorized directly by the card holder.
4. Use of the credit card for personal purchases is strictly prohibited.
5. The card holder may be personally liable for any unapproved purchases.
6. Lost or stolen credit cards must be reported immediately to the credit card agency and the Finance Department.

C. Process for Card Use

1. State law requires that claims presented to the City for payment must be in writing and itemized. Card holders must obtain and retain original itemized receipts or invoices for all purchases made with the credit card. The original documentation for

the purchase, along with the monthly statement, must be submitted in a timely manner to the Finance Department for processing of payment.

2. All credit card purchases must have the approval of the authorizing Department Director.
3. The card holder must review and process the monthly statement promptly upon receipt for approval and account coding.
4. The credit card accounts are not to be used for carrying debt and the entire balance on the account must be paid promptly on a monthly basis, unless there are disputed charges, in order to avoid interest charges and late fees.
5. It is the responsibility of the card holder to dispute any incorrect charges made to the account for which he/she is responsible. If there are disputed charges, the card holder must notify the credit card agency and the Finance Department as soon as the disputed item is discovered.
6. All fees charged against the account are the responsibility of the individual department.

D. Credit Card Use Acknowledgement

1. When authority to hold a credit card is issued to an officer or employee of the City, they shall complete the acknowledgement form, Attachment A, to this policy. The form will verify that the employee has read and understands the policy and accepts the responsibilities associated with use of the credit card.
2. The employees holding the following authorized positions will be provided with credit cards with a credit limit per card holder as listed.

Department	Cards Issued	Authorized Users	Credit Limit
Administration	2 cards	City Administrator	\$5,000
		Human Resources Manager	\$2,500
Finance	2 cards	Finance Director	\$5,000
		Accounting Supervisor	\$2,500
Police	4 cards	Police Chief	\$5,000
		Police Captain (1)	\$2,500
		Police Captain (2)	\$2,500
		Police Captain (3)	\$2,500
Public Works	2 cards	Public Works Director	\$5,000
		PW Administrative Assistant	\$2,500
Fire	1 card	Fire Chief	\$5,000
Parks & Recreation	2 cards	Parks & Recreation Director	\$5,000
		Parks Superintendent	\$2,500
Community Development	1 card	Community Development Director	\$5,000
Engineering	1 card	City Engineer	\$5,000
Library	1 card	Library Director	\$5,000

E. Card Access

1. Any card holder that violates the policy may have their credit card access revoked. The Department Director shall monitor credit card use and act promptly to stop any misuse or abuse and notify the Administrator and Finance Director.

THIS POLICY SPECIFICALLY REPEALS AND REPLACES PRIOR CITY POLICIES OR PROCEDURES RELATIVE TO CREDIT CARD USE.

Approved:

Kevin F. Voracek, Mayor

Timothy C. Murray, City Administrator

November 23, 2021

Attachment A
Credit Card Holder Acknowledgement

As the _____ of the City of Faribault, I accept responsibility for use of the City credit card, actions while using the credit card, and strict and diligent adherence to the Credit Card Policy and procedures.

It is understood that the credit card authorization may be revoked for violation of the policy or if the card is misused or abused in any manner. I accept responsibility for monitoring the charges made on this card and agree to inform the credit card agency and Finance Department immediately of any fraudulent charges, loss, or theft of the card. I understand that I will be held personally responsible for any unauthorized purchases and will adhere to the monthly credit limit.

I hereby acknowledge receipt and acceptance of the City of Faribault Credit Card Use Policy.

Officer or Employee Signature

Date

Officer or Employee Name

Department



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Day, Finance Director
MEETING DATE: November 23, 2021
SUBJECT: Resolution 2021-249 Authorize Write-off of Deferred Assessment

Background:

Resolution 91-164 levying special assessments for Glynview Water and Sewer Phase I was adopted on October 8, 1991. The \$6,522 assessment on parcel ID 18.06.4.27.011 (former Map #15.06.15.01.003), which is a vacant lot owned by James Culhane adjacent to his home, was deferred until the property was developed or sold.

This unimproved property assessment was deferred pursuant to Minn Stat. § 429.061, subd. 2. All deferred assessments constitute liens on the property and must be paid within 30 years of the assessment levy.

Because 30 years have passed, this assessment needs to be written off as it is no longer collectable.

Recommendation:

Staff recommends approval of Resolution 2021-249 Authorize Write-off Deferred Assessment.

Attachments:

1. Resolution 2021-249 Authorize Write-off of Deferred Assessment
2. Resolution 91-164 Activating Assessment Roll Glynview Water and Sewer Phase I

CITY OF FARIBAULT

RESOLUTION #2021-249

AUTHORIZE WRITE-OFF OF DEFERRED ASSESSMENT

WHEREAS, Resolution 91-164 deferred a special assessment for James Culhane, parcel ID 18.06.4.27.011 (former Map #15.06.15.01.003), in the amount of \$6,522.00; and

WHEREAS, this deferred special assessment constitutes a lien on the property and must be paid within 30 years of the assessment levy.

WHEREAS, this deferred assessment now exceed the 30 years.

NOW, THEREFORE BE IT RESOLVED, that the deferred special assessment is null and void based on the time lapse, and the lien on the property is to be released.

ALSO, BE IT RESOLVED, that the City Administrator shall forthwith transmit a certified lien release to the County Auditor to be removed from the property tax list of the County.

Date Adopted: November 23, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

CITY OF FARIBAULT

RESOLUTION 91-164

**ACCEPTING FINAL PROJECT AND ACTIVATING ASSESSMENT ROLL
GLYNVIEW WATER AND SEWER
PHASE I**

WHEREAS, pursuant to the adoption of Resolution 91-74, the council did levy the attached assessment roll subject to completion and final acceptance of the improvement of: Glynview Area of the City of Faribault.

WHEREAS, the City Engineering staff has completed inspection of the above-described project and has found it to meet the requirements of the bid specifications as written or subsequently amended; and,

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and heard and passed upon all objections to the assessment for the improvement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
FARIBAULT, MINNESOTA:**

Section 1. That the improvement project described above is hereby accepted as a final and completed project affective October 8, 1991 to allow for final clean-up and vegetation maintenance.

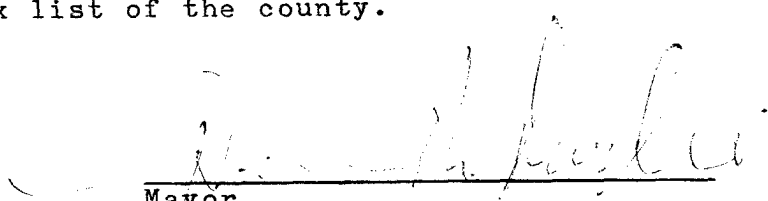
Section 2. That the assessment roll adopted under Resolution 91-74, a copy of which is attached hereto and made a part hereof, is hereby activated and shall constitute a special assessment against the lands named therein, as each tract of land therein included is hereby found to be benefitted by the proposed improvement in the amount of the assessment levied against it.

Section 3. That such assessment shall be payable in equal annual installments which shall extend over a period of 10 years and shall bear interest at the rate of 8.03 per cent annum from the date of October 8, 1991. To the first installment shall be added interest on the entire assessment from the date October 8, 1991 until December 31, 1992. To each subsequent installment when due shall be added interest for one year on all unpaid assessments. Said installments shall be certified upon the property tax list of the county and paid in the same manner as other municipal taxes.

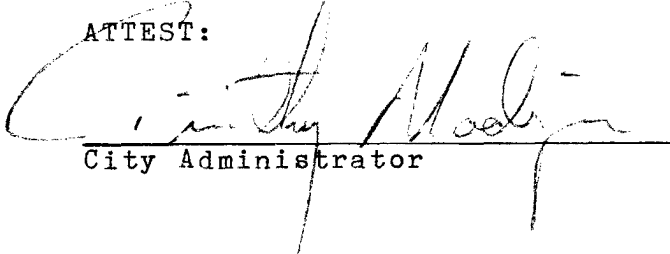
Section 4. That the owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the city treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the October 8, 1991; and he may, at any time thereafter, pay to the city treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.

Section 5. That the city administrator shall forthwith transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax list of the county.

Adopted: October 8, 1991


Mayor

ATTEST:


City Administrator

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CITY OF FARIBAULT
ASSESSMENT ROLL

DATE 10/04/91

PARCEL	PROJECT	OWNER	ADDRESS	STATUS	PARCEL ADDRESS	PLAT NUMBER	**** ASSESSMENT BREAKDOWN ****
					PROPERTY DESCRIPTION		CD DESCRIPTION AMOUNT
186565-011	-400	WALKER	DARRYL R.	A	21827 BUCKINGHAM		SW WATER/SEWER 6,522.00
			21827 BUCKINGHAM		MAP # 15 06 00 00 010.000		
			PATH		SECT- 6 TWP-109 RANGE- 20	5.40 AC	
			FARIBAULT MN 55021				
TOTAL							6,522.00
186565-012	-400	CHI MILW ST P & P RR		A	516 W JACKSON BLVD		SW WATER/SEWER
			516 W JACKSON BLVD		MAP # 15 06 00 00 010.500		
			PO BOX 6205		SECT- 6 TWP-109 RANGE- 20		
			CHICAGO IL 60680				
TOTAL							6,522.00
186565-013	-400	SEVENTH DAY	ADVENTISTS	A	1370 ALBERS PATH		SW WATER/SEWER 6,522.00
			7384 KIRKWOOD CT		MAP # 15 06 00 00 010.500		
			MAPLE GROVE MN 55369		SECT- 6 TWP-109 RANGE- 20		
TOTAL							6,522.00
186565-014	-400	MEADOW RIDGE	MEMORIAL	A	1517 WILLOW STREET		SW WATER/SEWER
			PARK		MAP # 15 06 00 00 011.000		
			FARIBAULT MN 55021		SECT- 6 TWP-109 RANGE- 20	25.00 AC	
TOTAL							6,522.00
186565-015	-400	BAUER	STEVEN A.	A	1228 WILLOW STREET		SW WATER/SEWER 6,522.00
			JAMIE L.		MAP # 15 06 00 00 013.000		
			22638 ALBERS AVE		SECT- 6 TWP-109 RANGE- 20		
			FARIBAULT MN 55021				
TOTAL							6,522.00
186565-016	-400	JOHNSON	JERRY A.	A	1228 ALBERS AVENUE		SW WATER/SEWER 6,522.00
		STROUTH	JOHN		MAP # 15 06 00 00 014.000		
			1228 ALBERS AVE		SECT- 6 TWP-109 RANGE- 20	1.10 AC	
			FARIBAULT MN 55021				
TOTAL							6,522.00
186565-017	-400	ERICKSON	ROGER M.	A	1232 ALBERS AVENUE		SW WATER/SEWER 6,522.00
			30 NW 5TH ST.		MAP # 15 06 00 00 015.000		
			FARIBAULT MN 55021		SECT- 6 TWP-109 RANGE- 20		
TOTAL							6,522.00
186565-018	-400	KREAGER / FREDERICK & PAMELA A		A	1236 ALBERS AVENUE		SW WATER/SEWER 6,522.00
			508 5TH ST NE		MAP # 15 06 00 00 016.000		
			MONTGOMERY MN 56069		SECT- 6 TWP-109 RANGE- 20		
TOTAL							6,522.00
186565-019	-400	TOUSIGNANT	STEVEN	A	1304 ALBERS AVENUE		SW WATER/SEWER 6,522.00
			4 BOTSFORD CIRCLE		MAP # 15 06 00 00 017.000		
			FARIBAULT MN 55021		SECT- 6 TWP-109 RANGE- 20	1.90 AC	
TOTAL							6,522.00
186565-020	-400	CITY OF	FARIBAULT	A	CITY HALL		SW WATER/SEWER
			CITY HALL		MAP # 15 06 00 00 018.000		
			FARIBAULT MN 55021		SECT- 6 TWP-109 RANGE- 20	4.50 AC	
TOTAL							6,522.00
186565-021	-400	BURMAN	GORDON S.	A	1330 WILLOW STREET		SW WATER/SEWER 6,522.00
		TRUSTEE			MAP # 15 06 00 00 019.500		

CITY OF FARIBAULT
ASSESSMENT ROLL

DATE 10/04/91

PARCEL	PROJECT	OWNER	ADDRESS	STATUS	PARCEL ADDRESS	PLAT NUMBER	**** ASSESSMENT BREAKDOWN ****
				PROPERTY DESCRIPTION			CD DESCRIPTION AMOUNT
			PO BOX 2050 FARIBAULT, MN 55021		SECT- 6 TWP-109 RANGE- 20	1.30 AC	
			AZ 85544				TOTAL 6,522.00
186565-022	-400	KITZMAN	CHARLES T	A	1352 WILLOW ST		SW WATER/SEWER 6,522.00
			1352 WILLOW ST FARIBAULT MN 55021	MAP # 15 06 00 00 109.000	SECT- 6 TWP-109 RANGE- 20	1.60 AC	
							TOTAL 6,522.00
186565-023	-400	BAUER	RAYMOND C	A	1516 WILLOW ST		SW WATER/SEWER 6,522.00
			1516 WILLOW ST PO BOX 66 FARIBAULT MN 55021	MAP # 15 06 00 00 020.000	SECT- 6 TWP-109 RANGE-20	2.00 AC	
							TOTAL 6,522.00
186565-024	-400	PETE & KATHY'S CUS	TOM GLASS	A	1440 WILLOW STREET		SW WATER/SEWER 6,522.00
			1440 WILLOW ST S FARIBAULT MN 55021	MAP #15 06 00 00 020.500	SECT-6 TWP-109 RANGE-20	1.00 AC	
							TOTAL 6,522.00
186567-010	-400	REMOLD	HELEN	A	1175 SW 5TH AVE		SW WATER/SEWER 6,522.00
			1175 SW 5TH AVE FARIBAULT MN 55021	MAP # 15 06 00 00 024.000	SECT- 6 TWP-109 RANGE-20	14.10 AC	
							TOTAL 6,522.00
187024-000	-400	BAUER/STEVEN &	JAMIE	A	22638 ALBERS PATH		SW WATER/SEWER 6,522.00
			22638 ALBERS PATH FARIBAULT MN 55021	MAP # 15 06 10 02 014.000	SECT-6 TWP-109 RANGE-20		
							TOTAL 6,522.00
187062-000	-400	SWINGEN/MARK E		A	1118 DELL LANE		SW WATER/SEWER 6,522.00
			1118 DELL LANE FARIBAULT MN 55021	MAP # 15 06 11 01 032.000	COUNTRYSIDE 2ND L4		
							TOTAL 6,522.00
187063-000	-400	GUTH/THOMAS A		A	1117 DELL LANE		SW WATER/SEWER 6,522.00
			1117 DELL LANE FARIBAULT MN 55021	MAP # 15 06 11 01 003.000	COUNTRYSIDE 2ND L5		
							TOTAL 6,522.00
187064-000	-400	MCCANNEY/HENRY J		A	1123 DELL LANE		SW WATER/SEWER 6,522.00
			1123 DELL LANE FARIBAULT MN 55021	MAP # 15 06 11 01 004.000	COUNTRYSIDE 2ND L6		
							TOTAL 6,522.00
187065-000	-400	MOLMEN/VIRLYN D		A	1129 DELL LANE		SW WATER/SEWER 6,522.00
			1129 DELL LANE FARIBAULT MN 55021	MAP # 15 06 11 01 005.000	COUNTRYSIDE 2ND L7		
							TOTAL 6,522.00
187066-000	-400	JOHNSON/GEORGE R &	CAROL	A	1135 DELL LANE		SW WATER/SEWER 6,522.00
			1135 DELL LANE FARIBAULT MN 55021	MAP # 15 06 11 01 006.000	COUNTRYSIDE 2ND L8		
							TOTAL 6,522.00
187067-000	-400	WEST/TODD & TERRI		A	1136 DELL LANE		SW WATER/SEWER 6,522.00

CITY OF FARIBAULT
ASSESSMENT ROLL

DATE 10/04/91

PARCEL	PROJECT	OWNER	STATUS	PARCEL ADDRESS	PLAT NUMBER	**** ASSESSMENT BREAKDOWN ****	
		ADDRESS		PROPERTY DESCRIPTION		CD DESCRIPTION	AMOUNT
		1136 DEL LANE FARIBAULT MN 55021		MAP # 15 06 11 01 007.000 COUNTRYSIDE 2ND L1			
						TOTAL	6,522.00
187068-000	-400	SIEMERS/RICHARD N & JUDY 1130 DEL LANE FARIBAULT MN 55021	A	1130 DEL LANE MAP # 15 06 11 01 008.000 COUNTRYSIDE 2ND L2		SW WATER/SEWER	6,522.00
						TOTAL	6,522.00
187069-000	-400	GILLEN/ARNOLD B & SHARON L 1124 DEL LANE FARIBAULT MN 55021	A	1124 DEL LANE MAP # 15 06 11 01 009.000 COUNTRYSIDE 2ND L2		SW WATER/SEWER	6,522.00
						TOTAL	6,522.00
187152-000	-400	NEWCOMBE 1175 WILLOW ST FARIBAULT MN 55021	A	1175 WILLOW ST MAP # 15 06 15 01 001.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER	6,522.00
						TOTAL	6,522.00
187152-001	-400	CULHANE 1251 GLYNNVIEW TR FARIBAULT MN 55021	A	1251 GLYNNVIEW TR MAP # 15 06 15 01 002.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER	6,522.00
						TOTAL	6,522.00
187152-002	-400	CULHANE 1251 GLYNNVIEW TR FARIBAULT MN 55021	A	1251 GLYNNVIEW TR MAP # 15 06 15 01 003.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER	6,522.00
(DEFERRED)						TOTAL	6,522.00
187152-003	-400	CULHANE 1251 GLYNNVIEW TR FARIBAULT MN 55021	A	1251 GLYNNVIEW TR MAP # 15 06 15 01 004.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER	
						TOTAL	
187152-004	-400	J D MNCALLY & L BJ ORKLUND 9308 QUINN RD BLOOMINGTON MN 55437	A	9308 QUINN RD MAP # 15 06 15 01 005.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER	
						TOTAL	
187152-005	-400	MOCH 580 CLEVELAND AVE SW #10 NORTH ST. PAUL MN 55109	A	580 CLEVELAND AVE MAP # 15 06 15 01 006.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER	
						TOTAL	
187152-006	-400	MOCH 480 CLEVELAND AVE SW #10 NORTH ST PAUL MN 55109	A	480 CLEVELAND AVE MAP # 15 06 15 01 007.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER	
						TOTAL	
187152-007	-400	MOCH 580 CLEVELAND AVE SW #10 NORTH ST. PAUL MN 55109	A	580 CLEVELAND AVE MAP # 15 06 15 01 008.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER	
						TOTAL	

CITY OF FARIBAULT
ASSESSMENT ROLL

DATE 10/01/91

PARCEL	PROJECT	OWNER ADDRESS	STATUS	PARCEL ADDRESS PROPERTY DESCRIPTION	PLAT NUMBER	**** ASSESSMENT BREAKDOWN **** CD DESCRIPTION	AMOUNT
187152-009	-400	CARON 1266 ALDRICH WAY FARIBAULT	GEORGE F MN 55021	A 1266 ALDRICH WAY MAP # 15 06 15 01 010.000 SECT-6 TWP-109 RANGE-20		SW WATER/SEWER	6,522.00
TOTAL							6,522.00
187152-010	-400	PAUKERT 1270 ALDRICH WAY FARIBAULT	DAVID J MN 55021	A 1270 ALDRICH WAY MAP # 15 06 15 01 011.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER	6,522.00
TOTAL							6,522.00
187152-011	-400	FRIESEN 1274 ALDRICH WAY FARIBAULT	DONALD F MN 55021	A 1274 ALDRICH WAY MAP # 15 06 15 01 012.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER	6,522.00
TOTAL							6,522.00
187152-012	-400	MOCH 580 CLEVELAND AVE SW #10 NORTH ST PAUL	DEAN G MN 55109	A 580 CLEVELAND AVE MAP # 15 06 15 01 013.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER	3,261.00
TOTAL							3,261.00
187152-013	-400	MOCH 580 CLEVELAND AVE SW #10 NORTH ST PAUL	DEAN G MN 55109	A 580 CLEVELAND AVE MAP # 15 06 15 01 014.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER	3,261.00
TOTAL							3,261.00
187152-014	-400	MOCH 580 CLEVELAND AVE SW #10 NORTH ST PAUL	DEAN G MN 55109	A 580 CLEVELAND AVE MAP # 15 06 15 01 015.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER	3,261.00
TOTAL							3,261.00
187152-015	-400	MOCH 580 CLEVELAND AVE SW #10 NORTH ST PAUL	DEAN G MN 55109	A 580 CLEVELAND AVE MAP # 15 06 15 01 016.000 SECT- 6 TWP-109 RANGE-20		SW WATER/SEWER	3,261.00
TOTAL							3,261.00
187152-016	-400	MOCH 580 CLEVELAND AVE SW #10 NORTH ST PAUL	DEAN G MN 55019	A 580 CLEVELAND AVE MAP # 15 06 15 01 017.000 SECT- 6 TWP-109 RANGE-20		SW WATER/SEWER	3,261.00
TOTAL							3,261.00
187152-017	-400	GOODMAN RONKEN 1271 ALDRICH WAY FARIBAULT	LINDA & CHRIS MN 55021	A 1271 ALDRICH WAY MAP # 15 06 15 02 001.000 SECT-6 TWP-109 RANGE-20		SW WATER/SEWER	6,522.00
TOTAL							6,522.00
187152-018	-400	ERICKSON ET AL PO BOX 643 FARIBAULT	DONALD R MN 55021	A 1210 ALDRICH WAY MAP # 15 06 15 02 002.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER	6,522.00

CITY OF FARIBAULT
ASSESSMENT ROLL

DATE 10/04/91

PARCEL	PROJECT	OWNER	ADDRESS	STATUS	PARCEL ADDRESS	PLAY NUMBER	**** ASSESSMENT BREAKDOWN ****
				PROPERTY DESCRIPTION			CD DESCRIPTION AMOUNT
							TOTAL 6,522.00
187152-019	-400	HATFIELD	WILLIAM J	A	1214 ALDRICH WAY		SW WATER/SEWER 6,522.00
			1214 ALDRICH WAY	MAP # 15 06 15 02 003.000			
			FARIBAULT MN 55021	SECT- 6 TWP-109- RANGE- 20			
							TOTAL 6,522.00
187152-020	-400	JACKSON	WILLIAM E	A	1218 ALDRICH WAY		SW WATER/SEWER 6,522.00
			1218 ALDRICH WAY	MAP # 15 06 15 02 004.000			
			FARIBAULT MN 55021	SECT- 6 TWP-109 RANGE- 20			
							TOTAL 6,522.00
187152-021	-400	KADERLIK / JOSEPH F & LINDA	LINDA	A	1385 GLYNNVIEW TR		SW WATER/SEWER 6,522.00
			1385 GLYNNVIEW TR	MAP # 15 06 15 02 005.000			
			FARIBAULT MN 55021	SECT- 6 TWP-109 RANGE- 20			
							TOTAL 6,522.00
187152-022	-400	SOLE	MILTON J	A	1317 GLYNNVIEW TR		SW WATER/SEWER 6,522.00
			1317 GLYNNVIEW TR	MAP # 15 06 15 02 006.000			
			FARIBAULT MN 55021	SECT- 6 TWP-109 RANGE- 20			
							TOTAL 6,522.00
187152-023	-400	JACOBS	LELAND F	A	1357 GLYNNVIEW TR		SW WATER/SEWER 6,522.00
			1357 GLYNNVIEW TR	MAP # 15 06 15 02 007.000			
			FARIBAULT MN 55021	SECT- 6 TWP-109 RANGE- 20			
							TOTAL 6,522.00
187152-024	-400	SCHEIE	ARVID M	A	1343 GLYNNVIEW TR		SW WATER/SEWER 6,522.00
			1343 GLYNNVIEW TR	MAP # 15 06 15 02 008.000			
			FARIBAULT MN 55021	SECT- 6 TWP-109 RANGE- 20			
							TOTAL 6,522.00
187152-025	-400	HOBAN / ROLAND & GLADYS	GLADYS	A	1331 GLYNNVIEW TR		SW WATER/SEWER 6,522.00
			1331 GLYNNVIEW TR	MAP # 15 06 15 02 009.000			
			FARIBAULT MN 55021	SECT- 6 TWP-109 RANGE- 20			
							TOTAL 6,522.00
187152-026	-400	WEGNER	GLEN	A	1317 GLENNVIEW TR		SW WATER/SEWER 6,522.00
			1317 GLENNVIEW TR	MAP # 15 06 15 02 010.000			
			FARIBAULT MN 55021	SECT- 6 TWP-109 RANGE- 20			
							TOTAL 6,522.00
187152-027	-400	AUSTIN	JEROME K	A	1303 GLYNNVIEW TR		SW WATER/SEWER 6,522.00
			1303 GLYNNVIEW TR	MAP # 15 06 15 02 011.000			
			FARIBAULT MN 55021	D248 P423-24			
							TOTAL 6,522.00
187152-028	-400	WYLYER / KENNETH J & PATRICIA	PATRICIA	A	1252 GLYNNVIEW TR		SW WATER/SEWER 6,522.00
			1252 GLYNNVIEW TR	MAP # 15 06 15 03 001.000			
			FARIBAULT MN 55021	SECT- 6 TWP-109 RANGE- 20			
							TOTAL 6,522.00
187152-029	-400	BOETTCHER	DEBORAH	A	1229 WILLOW ST		SW WATER/SEWER 6,522.00
			1229 WILLOW ST	MAP # 15 06 15 03 002.000			
			FARIBAULT MN 55021	SECT- 6 TWP-109 RANGE- 20			

CITY OF FARIBAULT
ASSESSMENT ROLL

DATE 10/04/91

PARCEL	PROJECT	OWNER	STATUS	PARCEL ADDRESS	PLAT NUMBER	**** ASSESSMENT BREAKDOWN ****	AMOUNT
		ADDRESS		PROPERTY DESCRIPTION		CD DESCRIPTION	
						TOTAL	6,522.00
187152-030	-400	SANDE JAMES	A	1233 WILLOW STREET		SW WATER/SEWER	6,522.00
		1233 WILLOW STREET		MAP # 15 06 15 03 003.000			
		FARIBAULT MN 55021		SECT- 6 TWP-109 RANGE- 20			
						TOTAL	6,522.00
187152-031	-400	REDDEL FRIEDORA R	A	1235 WILLOW STREET		SW WATER/SEWER	6,522.00
		1235 WILLOW STREET		MAP # 15 06 15 03 004.000			
		FARIBAULT MN 55021		SECT- 6 TWP-109 RANGE- 20			
						TOTAL	6,522.00
187152-032	-400	SCHWEISTHAL GREGORY	A	1254 GLYNNVIEW TR		SW WATER/SEWER	6,522.00
		1254 GLYNNVIEW TR		MAP # 15 06 15 03 005.000			
		FARIBAULT MN 55021		SECT- 6 TWP-109 RANGE- 20			
						TOTAL	6,522.00
187152-033	-400	BODINE FORD A	A	1274 GLYNNVIEW TR		SW WATER/SEWER	6,522.00
		1274 GLYNNVIEW TR		MAP # 15 06 15 03 006.000			
		FARIBAULT MN 55021		SECT- 6 TWP-109 RANGE- 20			
						TOTAL	6,522.00
187152-034	-400	CLIFFORD H	A	1282 GLYNNVIEW TR		SW WATER/SEWER	6,522.00
		1282 GLYNNVIEW TR		MAP # 15 06 15 03 007.000			
		FARIBAULT MN 55021		SECT- 6 TWP-109 RANGE- 20			
						TOTAL	6,522.00
187152-035	-400	HOILAND BETTE	A	1288 GLYNNVIEW TR		SW WATER/SEWER	6,522.00
		1288 GLYNNVIEW TR		MAP # 15 06 15 03 008.000			
		FARIBAULT MN 55021		SECT- 6 TWP-109 RANGE- 20			
						TOTAL	6,522.00
187152-036	-400	MEYER KENNETH W	A	1362 ALDRICH WAY		SW WATER/SEWER	6,522.00
		1362 ALDRICH WAY		MAP # 15 06 15 03 009.000			
		FARIBAULT MN 55021		SECT- 6 TWP-109 RANGE- 20			
						TOTAL	6,522.00
187152-037	-400	NELSON JEANETTE	A	1255 ALBERS PATH		SW WATER/SEWER	6,522.00
		1255 ALBERS PATH		MAP # 15 06 15 03 010.000			
		FARIBAULT MN 55021		SECT- 6 TWP-109 RANGE- 20			
						TOTAL	6,522.00
187152-038	-400	KOTEK RICHARD M	A	1245 ALBERS PATH		SW WATER/SEWER	6,522.00
		1245 ALBERS PATH		MAP # 15 06 15 03 011.000			
		FARIBAULT MN 55021		SECT- 6 TWP-109 RANGE- 20			
						TOTAL	6,522.00
187152-039	-400	PITAN MAYNARD D	A	1371 ALBERS PATH		SW WATER/SEWER	6,522.00
		1371 ALBERS PATH		MAP # 15 06 15 04 001.000			
		FARIBAULT MN 55021		SECT- 6 TWP-109 RANGE- 20			
						TOTAL	6,522.00
187152-040	-400	HEYER / JAMES & LOU ISE	A	1305 ALBERS PATH		SW WATER/SEWER	6,522.00
		1305 ALBERS PATH		MAP # 15 06 15 04 002.000			
		FARIBAULT MN 55021		SECT- 6 TWP-109 RANGE- 20			
						TOTAL	6,522.00

CITY OF FARIBAULT
ASSESSMENT ROLL

DATE 10/04/21

PARCEL	PROJECT	OWNER	STATUS	PARCEL ADDRESS	PLAT NUMBER	**** ASSESSMENT BREAKDOWN ****
		ADDRESS		PROPERTY DESCRIPTION		CD DESCRIPTION AMOUNT
187152-041	-400	FAVRO FAVRO 1325 ALBERS PATH FARIBAULT	ROBERT MARY MN 55021	A MAP # 15 06 15 04 003.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER 6,522.00
TOTAL						6,522.00
187152-042	-400	TESKE 1335 ALBERS PATH FARIBAULT	RONALD J MN 55021	A MAP # 15 06 15 04 004.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER 6,522.00
TOTAL						6,522.00
187152-043	-400	LAGNADA 1355 ALBERS PATH FARIBAULT	ANTONIO MN 55021	A MAP # 15 06 15 04 005.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER 6,522.00
TOTAL						6,522.00
187152-044	-400	SCHREIBER 1365 ALBERS PATH FARIBAULT	DARYL D MN 55021	A MAP # 15 06 15 04 006.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER 6,522.00
TOTAL						6,522.00
187152-045	-400	STADLER 1375 ALBERS PATH FARIBAULT	HAROLD MN 55021	A MAP # 15 06 15 04 007.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER 6,522.00
TOTAL						6,522.00
187152-046	-400	HARMSEN 1395 ALBERS PATH FARIBAULT	LAWRENCE L MN 55021	A MAP # 15 06 15 04 008.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER 6,522.00
TOTAL						6,522.00
187152-047	-400	HOREJST VELZKE 1406 ALBERS PATH FARIBAULT	S RONALD C MN 55021	A MAP # 15 06 15 04 009.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER 6,522.00
TOTAL						6,522.00
187152-048	-400	ANDERSON 1394 GLYNNVIEW TR FARIBAULT	STEVEN MN 55021	A MAP # 15 06 15 04 011.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER 6,522.00
TOTAL						6,522.00
187152-049	-400	STANISLAV STANISLAV 1378 GLYNNVIEW TR FARIBAULT	JOSEPH PAMELA MN 55021	A MAP # 15 06 15 04 012.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER 6,522.00
TOTAL						6,522.00
187152-050	-400	STEWART 1364 GLYNNVIEW TR FARIBAULT	FRANCIS D MN 55021	A MAP # 15 06 15 04 013.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER 6,522.00
TOTAL						6,522.00
187152-052	-400	KELLER 1336 GLYNNVIEW TR	KENNETH A	A MAP # 15 06 15 04 015.000		SW WATER/SEWER 6,522.00

CITY OF FARIBAULT
ASSESSMENT ROLL

DATE 10/04/91

PARCEL	PROJECT	OWNER	STATUS	PARCEL ADDRESS	PLAT NUMBER	**** ASSESSMENT BREAKDOWN ****
		ADDRESS		PROPERTY DESCRIPTION		CD DESCRIPTION AMOUNT
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-053	-400	HELEN	ERIE	A 1324 GLYNNVIEW TR		SW WATER/SEWER 6,522.00
		1324 GLYNNVIEW TR	MAP # 15 06 15 04 016.000			
		FARIBAULT	MN 55021	SECT- 6 TWO-109 RANGE- 20		
						TOTAL 6,522.00
187152-054	-400	RODEWALD	JAMES L	A 1308 GLYNNVIEW TR		SW WATER/SEWER 6,522.00
		1308 GLYNNVIEW TR	MAP # 15 06 15 04 017.000			
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-055	-400	MCDONOUGH	DAVID M	A 1359 ALBERS PATH		SW WATER/SEWER 6,522.00
		1359 ALBERS PATH	MAP # 15 06 15 04 018.000			
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-056	-400	LEMIEUX	JOSEPH A	A 1262 ALDRICH WAY		SW WATER/SEWER 6,522.00
		1262 ALDRICH WAY	MAP # 15 06 16 01 001.000			
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-057	-400	BALLENTINE	ROBERT J	A 1258 ALDRICH WAY		SW WATER/SEWER 6,522.00
		1258 ALDRICH WAY	MAP # 15 06 15 01 002.000			
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-058	-400	JONES	ANNE M	A 1254 ALDRICH WAY		SW WATER/SEWER 6,522.00
		1254 ALDRICH WAY	MAP # 15 06 16 01 003.000			
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-059	-400	QUINNELL	DELANO C	A 1250 ALDRICH WAY		SW WATER/SEWER 6,522.00
		1250 ALDRICH WAY	MAP # 15 06 15 01 004.000			
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-060	-400	HLADY 7GERALD D &	MADALEINE C	A 1246 ALDRICH WAY		SW WATER/SEWER 6,522.00
		1246 ALDRICH WAY	MAP # 15 06 16 01 005.000			
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-061	-400	CRUIKSHANK	JOHN	A 1242 ALDRICH WAY		SW WATER/SEWER 6,522.00
		841 SW 8TH AVE	MAP # 15 06 16 01 006.000			
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-062	-400	VANNOY	DALE L	A 1238 ALDRICH WAY		SW WATER/SEWER 6,522.00
		1238 ALDRICH WAY	MAP # 15 06 16 01 007.000			
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-063	-400	DICKISON	FREDERICK J	A 1234 ALDRICH WAY		SW WATER/SEWER 6,522.00
		1234 ALDRICH WAY	MAP # 15 06 16 01 008.000			
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		

CITY OF FARIBAULT
ASSESSMENT ROLL

DATE 10/01/91

PARCEL	PROJECT	OWNER	STATUS	PARCEL ADDRESS	PLAT NUMBER	**** ASSESSMENT BREAKDOWN ****
		ADDRESS		PROPERTY DESCRIPTION		CD DESCRIPTION AMOUNT
						TOTAL 6,522.00
187152-064	-400	BUSCH	HENRY JR	A 1400 ALDRICH CT		SW WATER/SEWER 6,522.00
		1400 ALDRICH CT		MAP # 15 06 16 01 009.000		
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-065	-400	TEIZLOFF /JAMES P & MARY JANE	A	1417 ALDRICH COURT		SW WATER/SEWER 6,522.00
		1417 ALDRICH CT		MAP # 15 06 16 01 009.500		
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-066	-400	BUSCH	HENRY JR	A 1400 ALDRICH COURT		SW WATER/SEWER
		BUSCH	LISA	MAP # 15 06 16 01 009.501		
		1400 ALDRICH COURT		SECT- 6 TWP-109 RANGE- 20		
		FARIBAULT	MN 55021			
						TOTAL
187152-067	-400	BRISENO	LAURA	A 1435 ALDRICH COURT		SW WATER/SEWER 6,522.00
		1435 ALDRICH COURT		MAP # 15 06 16 01 010.000		
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-068	-400	TUMA	BENJAMIN M	A 1512 BABBITT COURT		SW WATER/SEWER 6,522.00
		1512 BABBITT COURT		MAP # 15 06 16 01 011.000		
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-069	-400	LAUGHRIDGE	CRAIG L	A 1529 BABBITT CT		SW WATER/SEWER 6,522.00
		1529 BABBITT CT		MAP # 15 06 16 01 012.000		
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-070	-400	MILLER	IRA E	A 1525 BABBITT CT		SW WATER/SEWER 6,522.00
		1525 BABBITT CT		MAP # 15 06 16 01 013.000		
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-071	-400	TRIBODEAU /STUART E & LILLIAN	A	1521 BABBITT CT		SW WATER/SEWER 6,522.00
		401 1ST AVE NW		MAP # 15 06 16 01 014.000		
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-072	-400	GUTZMAN	BRUCE W	A 1517 BABBIT CT		SW WATER/SEWER 6,522.00
		1517 BABBIT CT		MAP # 15 06 16 01 015.000		
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-073	-400	COEHL	CARL S	A 1440 ALDRICH CT		SW WATER/SEWER 6,522.00
		1440 ALDRICH CT		MAP # 15 06 01 016.000		
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-074	-400	SCHNEBLY	DOUGLAS	A 1432 ALDRICH CT		SW WATER/SEWER 6,522.00
		1432 ALDRICH CT		MAP # 15 06 16 01 016.500		
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		

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ASSESSMENT ROLL

DATE 10/04/91

PARCEL	PROJECT	OWNER	STATUS	PARCEL ADDRESS	PLAT NUMBER	**** ASSESSMENT BREAKDOWN ****
		ADDRESS		PROPERTY DESCRIPTION		CD DESCRIPTION AMOUNT
						TOTAL 6,522.00
187152-075	-400	MECHURA 1443 GLYNNVIEW TR FARIBAULT	DONALD C MN 55021	A 1443 GLYNNVIEW TR MAP # 15 06 16 01 016.501 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER
						TOTAL 6,522.00
187152-076	-400	KES 1448 ALDRICH CT FARIBAULT	DEAN BRENDA MN 55021	A 1448 ALDRICH CT MAP # 15 06 16 01 016.502 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER
						TOTAL 6,522.00
187152-077	-400	BARBO NRC81 1230 ALDRICH WAY FARIBAULT	STEVEN E MN 55021	A 1230 ALDRICH WAY MAP # 15 06 16 01 017.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER
						TOTAL 6,522.00
187152-078	-400	HAUGE / JAMES R & J ANICE M 1415 GLYNNVIEW TR FARIBAULT	MN 55021	A 1415 GLYNNVIEW TR MAP # 15 06 16 01 018.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER
						TOTAL 6,522.00
187152-079	-400	PIUMPER 1401 GLYNNVIEW TR FARIBAULT	BERNARD MN 55021	A 1401 GLYNNVIEW TR MAP # 15 06 16 01 019.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER
						TOTAL 6,522.00
187152-080	-400	GRAHAM 1226 ALDRICH WAY FARIBAULT	STEVEN P MN 55021	A 1226 ALDRICH WAY MAP # 15 06 16 01 020.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER
						TOTAL 6,522.00
187152-081	-400	NELSON 1222 ALDRICH WAY FARIBAULT	JAMES R MN 55021	A 1222 ALDRICH WAY MAP # 15 06 16 01 021.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER
						TOTAL 6,522.00
187152-082	-400	VRANEK 1225 ALDRICH WAY FARIBAULT	GEORGE A MN 55021	A 1225 ALDRICH WAY MAP # 15 06 16 01 022.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER
						TOTAL 6,522.00
187152-083	-400	PALAN 1221 ALDRICH WAY FARIBAULT	EDWARD F MN 55021	A 1221 ALDRICH WAY MAP # 15 06 16 01 023.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER
						TOTAL 6,522.00
187152-084	-400	WELCH / GERALD A. & SHIRLEY A 1215 ALDRICH WAY FARIBAULT	MN 55021	A 1215 ALDRICH WAY MAP # 15 06 16 01 024.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER
						TOTAL 6,522.00
187152-085	-400	MITCHELL 1265 ALDRICH WAY	RONALD L	A 1265 ALDRICH WAY MAP # 15 06 16 01 025.000		SW WATER/SEWER

CITY OF FARIBAULT
ASSESSMENT ROLL

DATE 10/01/91

PARCEL	PROJECT	OWNER	STATUS	PARCEL ADDRESS	PLAT NUMBER	**** ASSESSMENT BREAKDOWN ****
		ADDRESS		PROPERTY DESCRIPTION		CD DESCRIPTION AMOUNT
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-086	-400	FILAN	RITA BUDIN	A 1253 ALDRICH WAY		SW WATER/SEWER 6,522.00
		1253 ALDRICH WAY		MAP # 15 06 16 01 026.000		
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-087	-400	FILAN /LAWRENCE & RITA	A 1253 ALDRICH WAY			SW WATER/SEWER 6,522.00
(DEFERRED)		1253 ALDRICH WAY		MAP # 15 06 16 01 027.000		
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-088	-400	BOKMAN /JAMES & DE NA	A 1413 ALBERS PATH			SW WATER/SEWER
		1413 ALBERS PATH		MAP # 15 06 20 01 001.000		
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20 .70 AC		
						TOTAL
187152-089	-400	BOKMAN /JAMES & DE NA K	A 1413 ALBERS PATH			SW WATER/SEWER 6,522.00
		1413 ALBERS PATH		MAP # 15 06 20 01 001.500		
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20 .60 AC		
						TOTAL 6,522.00
187152-090	-400	RICE /JOHN B & SAN DRA LEX	A 1422 GLYNNVIEW TR			SW WATER/SEWER 6,522.00
		1422 GLYNNVIEW TR		MAP # 15 06 20 01 002.000		
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-091	-400	GUNDERSON /DAVID & KIMBERLY	A 1436 GLYNNVIEW TR			SW WATER/SEWER 6,522.00
		1436 GLYNNVIEW TR		MAP # 15 06 20 01 003.000		
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-092	-400	YEAGER /ROGER L & MARRIANNE	A 1448 GLYNNVIEW TR			SW WATER/SEWER 6,522.00
		1448 GLYNNVIEW TR		MAP # 15 06 20 01 004.000		
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-093	-400	RIPPENTROP /BRUCE & PENNY	A 1456 GLYNNVIEW TR			SW WATER/SEWER 6,522.00
		1456 GLYNNVIEW TR		MAP # 15 06 20 01 005.000		
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-094	-400	RIPPENTROP /BRUCE & PENNY	A 1456 GLYNNVIEW TR			SW WATER/SEWER
		1456 GLYNNVIEW TR		MAP # 15 06 20 01 006.000		
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL
187152-095	-400	KISOR	IVA	A 1470 GLYNNVIEW TR		SW WATER/SEWER 6,522.00
		BORG	JANNA			
		1470 GLYNNVIEW TR		MAP # 15 06 20 01 007.000		
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-096	-400	GEAR	C E	A 1484 GLYNNVIEW TR		SW WATER/SEWER 6,522.00
		1484 GLYNNVIEW TR		MAP # 15 06 20 01 008.000		

CITY OF FARIBAULT
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PARCEL	PROJECT	OWNER	STATUS	PARCEL ADDRESS	PLAT NUMBER	**** ASSESSMENT BREAKDOWN ****
		ADDRESS	PROPERTY DESCRIPTION			CD DESCRIPTION AMOUNT
		FARIBAULT	MN 55021	SECT- 6 TWP- 109 RANGE- 20		
						TOTAL 6,522.00
187152-097	-400	BAUER	HARVIN	A 1498 GLYNNVIEW TR		SW WATER/SEWER 6,522.00
		1498 GLYNNVIEW TR	MAP # 15 06 20 01 009.000			
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-098	-400	DUNKER / MARK A & R ENEE	A 1512 GLYNNVIEW TR			SW WATER/SEWER 6,522.00
		1512 GLYNNVIEW TR	MAP # 15 06 20 01 010.000			
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-099	-400	TRUMP	ROBERT ET AL	A 1526 GLYNNVIEW TR		SW WATER/SEWER 6,522.00
		1526 GLYNNVIEW TR	MAP # 15 06 20 01 011.000			
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-100	-400	PFEIFFER	CLETUS R	A 1540 GLYNNVIEW TR		SW WATER/SEWER 6,522.00
		1540 GLYNNVIEW TR	MAP # 15 06 20 01 012.000			
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-101	-400	HUNT	EUGNEE G	A 1554 GLYNNVIEW TR		SW WATER/SEWER 6,522.00
		1554 GLYNNVIEW TR	MAP # 15 06 20 01 013.000			
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-102	-400	MECHURA	DONALD C	A 1443 GLYNNVIEW TR		SW WATER/SEWER 6,522.00
		1443 GLYNNVIEW TR	MAP # 15 06 20 02 001.000			
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-103	-400	MYLLER	THOMAS E	A 1463 GLYNNVIEW TR		SW WATER/SEWER 6,522.00
		1463 GLYNNVIEW TR	MAP # 15 06 20 02 002.000			
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-104	-400	ISAACSON	RICHARD W	A 1477 GLYNNVIEW TR		SW WATER/SEWER 6,522.00
		1477 GLYNNVIEW TR	MAP # 15 06 20 02 003.000			
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-105	-400	SPARTZ	DANIEL X	A 1491 GLYNNVIEW TR		SW WATER/SEWER 6,522.00
		1491 GLYNNVIEW TR	MAP # 15 06 20 02 004.000			
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-106	-400	WAYNE	WILLIAM P	A 1505 GLYNNVIEW TR		SW WATER/SEWER 6,522.00
		1505 GLYNNVIEW TR	MAP # 15 06 20 02 005.000			
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		
						TOTAL 6,522.00
187152-107	-400	PUMPER	JUDY ANN	A 1519 GLYNNVIEW TR		SW WATER/SEWER 6,522.00
		1519 GLYNNVIEW TR	MAP # 15 06 20 02 006.000			
		FARIBAULT	MN 55021	SECT- 6 TWP-109 RANGE- 20		

PARCEL	PROJECT	OWNER	STATUS	PARCEL ADDRESS	PLAT NUMBER	**** ASSESSMENT BREAKDOWN ****	AMOUNT
		ADDRESS		PROPERTY DESCRIPTION		CD DESCRIPTION	
						TOTAL	6,522.00
187152-108	-400	HUBERS	A	1466 BABBIT CT		SW WATER/SEWER	6,522.00
		1466 BABBIT CT		MAP # 15 06 20 02 007.00			
		FARIBAULT		SECT- 6 TWP-109 RANGE- 20			
						TOTAL	6,522.00
187152-109	-400	BERGE	A	1486 ALDRICH CT		SW WATER/SEWER	6,522.00
		1486 ALDRICH CT		MAP # 15 06 20 02 008.00			
		FARIBAULT		SECT- 6 TWP-109 RANGE- 20			
						TOTAL	6,522.00
187152-110	-400	SAMMON	A	1464 ALDRICH CT		SW WATER/SEWER	6,522.00
		1464 ALDRICH CT		MAP # 15 06 20 02 009.000			
		FARIBAULT		SECT- 6 TWP-109 RANGE- 20			
						TOTAL	6,522.00
187152-111	-400	SAMMON	A	1456 ALDRICH CT		SW WATER/SEWER	6,522.00
		1456 ALDRICH CT		MAP # 15 06 20 02 010.000			
		FARIBAULT		SECT- 6 TWP-109 RANGE- 20			
						TOTAL	6,522.00
187152-112	-400	KES 7 DEAN & BRENDA	A	1448 ALDRICH CT		SW WATER/SEWER	6,522.00
		1448 ALDRICH CT		MAP # 15 06 20 02 011.000			
		FARIBAULT		SECT- 6 TWP-109 RANGE- 20			
						TOTAL	6,522.00
187152-113	-400	PITT	A	1547 GLYNNVIEW TR		SW WATER/SEWER	6,522.00
		1547 GLYNNVIEW TR		MAP # 15 06 20 03 001.000			
		FARIBAULT		SECT- 6 TWP-109 RANGE- 20			
						TOTAL	6,522.00
187152-114	-400	RECK MCCLOSKEY	A	1555 GLYNNVIEW TR		SW WATER/SEWER	6,522.00
		1555 GLYNNVIEW TR		MAP # 15 06 20 03 002.000			
		FARIBAULT		SECT- 6 TWP-109 RANGE- 20			
						TOTAL	6,522.00
187152-115	-400	BARNES	A	1561 GLYNNVIEW TR		SW WATER/SEWER	6,522.00
		1561 GLYNNVIEW TR		MAP # 15 06 20 03 003.000			
		FARIBAULT		SECT- 6 TWP-109 RANGE- 20			
						TOTAL	6,522.00
187152-116	-400	BROAS /LYNN A & Y	A	1575 GLYNNVIEW TR		SW WATER/SEWER	6,522.00
		1575 GLYNNVIEW TR		MAP # 15 06 20 03 004.000			
		FARIBAULT		SECT- 6 TWP-109 RANGE- 20			
						TOTAL	6,522.00
187152-117	-400	LYNG CROSBY	A	1589 GLYNNVIEW TR		SW WATER/SEWER	6,522.00
		CROSBY LYNG		MAP # 15 06 20 03 005.000			
		1589 GLYNNVIEW TR		SECT- 6 TWP-109 RANGE- 20			
		FARIBAULT					
						TOTAL	6,522.00
187152-118	-400	CORNWALL	A	1574 ALDRICH CT		SW WATER/SEWER	6,522.00
		1574 ALDRICH CT		MAP # 15 06 20 03 006.000			
		FARIBAULT		SECT- 6 TWP-109 RANGE- 20			

CITY OF FARIBAULT
ASSESSMENT ROLL

DATE 10/04/91

PARCEL	PROJECT	OWNER	STATUS	PARCEL ADDRESS	PLAT NUMBER	**** ASSESSMENT BREAKDOWN ****
		ADDRESS		PROPERTY DESCRIPTION		CD DESCRIPTION AMOUNT
						TOTAL 6,522.00
187152-119	-400	DUCHENE	A	1562 ALDRICH CT		SW WATER/SEWER 6,522.00
		1562 ALDRICH CT	MAP # 15 06 20 03 007.000			
		FARIBAULT MN 55021	SECT- 6 TWP-109 RANGE- 20			
						TOTAL 6,522.00
187152-120	-400	NICHOLS /CHARLES & SANDRA	A	1542 ALDRICH COURT		SW WATER/SEWER 6,522.00
		1542 ALDRICH CT	MAP # 15 06 20 03 008.000			
		FARIBAULT MN 55021	SECT- 6 TWP-109 RANGE- 20			
						TOTAL 6,522.00
187152-121	-400	NELSON	A	1520 ALDRICH CT		SW WATER/SEWER 6,522.00
		1520 ALDRICH CT	MAP # 15 06 20 03 009.000			
		FARIBAULT MN 55021	SECT- 6 TWP- 109 RANGE- 20			
						TOTAL 6,522.00
187152-122	-400	BENNETT	A	1474 BABBIT		SW WATER/SEWER 6,522.00
		1474 BABBIT CT	MAP # 15 06 20 03 010.000			
		FARIBAULT MN 55021	SECT- 6 TWP-109 RANGE- 20			
						TOTAL 6,522.00
187152-123	-400	EVENSTAD	A	1443 ALDRICH CT		SW WATER/SEWER 6,522.00
		1443 ALDRICH CT	MAP # 15 06 20 04 001.000			
		FARIBAULT MN 55021	SECT- 6 TWP-109 RANGE- 20			
						TOTAL 6,522.00
187152-124	-400	MOREAU	A	1457 ALDRICH CT		SW WATER/SEWER 6,522.00
		1457 ALDRICH CT	MAP # 15 06 20 04 002.000			
		FARIBAULT MN 55021	SECT- 6 TWP-109 RANGE- 20			
						TOTAL 6,522.00
187152-125	-400	BILEK	A	1465 ALDRICH CT		SW WATER/SEWER 6,522.00
		1465 ALDRICH CT	MAP # 15 06 20 04 003.000			
		FARIBAULT MN 55021	SECT- 6 TWP-109 RANGE- 20			
						TOTAL 6,522.00
187152-126	-400	CONROY	A	1508 BABBIT CT		SW WATER/SEWER 6,522.00
		1508 BABBIT CT	MAP # 15 06 20 04 004.000			
		FARIBAULT MN 55021	SECT- 6 TWP-109 RANGE- 20			
						TOTAL 6,522.00
187152-127	-400	ANDERSON	A	1504 BABBIT CT		SW WATER/SEWER 6,522.00
		1504 BABBIT CT	MAP # 15 06 20 04 005.000			
		FARIBAULT MN 55021	SECT- 6 TWP-109 RANGE- 20			
						TOTAL 6,522.00
187152-128	-400	SUNDWALL /MARCUS J & DIANA M	A	1500 BABBIT CT		SW WATER/SEWER 6,522.00
		1500 BABBIT CT	MAP # 15 06 20 04 006.000			
		FARIBAULT MN 55021	SECT- 6 TWP-109 RANGE- 20			
						TOTAL 6,522.00
187152-129	-400	SCHRODER /RALPH E & ARLENE M	A	1507 BABBITT CT		SW WATER/SEWER 6,522.00
		1507 BABBITT CT	MAP # 15 06 20 04 007.000			
		FARIBAULT MN 55021	SECT- 6 TWP-109 RANGE- 20			
						TOTAL 6,522.00

CITY OF FARIBAULT
ASSESSMENT ROLL

DATE 10/04/91

PARCEL	PROJECT	OWNER ADDRESS	STATUS	PARCEL ADDRESS PROPERTY DESCRIPTION	PLAT NUMBER	**** ASSESSMENT BREAKDOWN **** CD DESCRIPTION	AMOUNT
187152-130	-400	HADACEK 1505 BABBIT CT FARIBAULT	JOSEPH J MN 55021	A 1505 BABBIT CT MAP # 15 06 20 04 008.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER	6,522.00
						TOTAL	6,522.00
187152-131	-400	JULIAN 1509 BABBIT CT FARIBAULT	EARL E MN 55021	A 1509 BABBIT CT MAP # 15 06 20 04 009.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER	6,522.00
						TOTAL	6,522.00
187152-132	-400	STERLING 1513 BABBIT CT FARIBAULT	KENT D MN 55021	A 1513 BABBIT CT MAP # 15 06 20 04 010.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER	6,522.00
						TOTAL	6,522.00
187152-133	-400	ORVIK 1511 ALDRICH CT FARIBAULT	LEROY E MN 55021	A 1511 ALDRICH CT MAP # 15 06 20 04 011.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER	6,522.00
						TOTAL	6,522.00
187152-134	-400	PAQUETTE 1531 ALDRICH CT FARIBAULT	THOMAS A MN 55021	A 1531 ALDRICH CT MAP # 15 06 20 04 012.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER	6,522.00
						TOTAL	6,522.00
187152-135	-400	MCCOMAS 1553 ALDRICH CT FARIBAULT	DONALD R MN 55021	A 1553 ALDRICH CT MAP # 15 06 20 04 013.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER	6,522.00
						TOTAL	6,522.00
187152-136	-400	HECKERT 1643 BUCKINGHAM PATH FARIBAULT	ALQUIN R MN 55021	A 1643 BUCKINGHAM MAP # 15 06 20 04 015.000 SECT-6 TWP-109 RANGE- 20		SW WATER/SEWER	6,522.00
						TOTAL	6,522.00
187152-138	-400	KELLER 1635 BUCKINGHAM FARIBAULT	ANDREW H MN 55021	A 1635 BUCKINGHAM MAP # 15 06 20 04 016.000 SECT-6 TWP-109 RANGE- 20		SW WATER/SEWER	6,522.00
						TOTAL	6,522.00
187152-139 (DEFERRED)	-400	STAHNKE /SCOTT E & 1663 GLYNNVIEW TR FARIBAULT	JENNIE L MN 55021	A 1663 GLYNNVIEW TR MAP # 15 06 20 04 017.000 SECT- 6 TWP-109 RANGE- 20		SW WATER/SEWER	6,522.00
						TOTAL	6,522.00
PROJECT - 400		DESCRIPTION - GLYNNVIEW - PHASE I				SW WATER/SEWER	925,124.00
						TOTAL	925,124.00



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Manager
MEETING DATE: November 23, 2021
SUBJECT: Approve MNPEA Police Support Services Labor Agreement for 2022 - 2024

Background:

The City negotiating team and MNPEA Police Support Services representatives held negotiations on their labor contract on November 10, 2021. A tentative agreement was reached by the parties. MNPEA has agreed and signed the contract based on the terms set forth in the Labor Agreement. Staff recommends approving the MNPEA Police Support Services Labor Agreement for 2022 - 2024.

Recommendation:

Approve MNPEA Police Support Services Labor Agreement for 2022 - 2024.

Attachments:

1. MNPEA Police Support Services CBA 2022 - 2024 Signed

LABOR AGREEMENT

Between

City of Faribault

And

Minnesota Public Employees Association (MNPEA)



**REPRESENTING
POLICE
SUPPORT SERVICES**

Effective January 1, 2022 through December 31, 2024

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ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2022 between the City of Faribault, hereinafter called the Employer, and the Minnesota Public Employees Association (MNPEA), hereinafter called the Union. It is the purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, Chapter 179A.03 Subd. 14, for all nonessential police support services employees of the Faribault Police Department whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 working days in any calendar year (except students whose positions are temporary or seasonal and are employed for not more than 100 working days in any calendar year), excluding the Police Chief and Captain(s) as supervisory employees and further excluding confidential and essential employees.
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 Neither the Union nor the Employer shall discriminate against any employee because of Union membership or non-membership, nor because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

ARTICLE 3. DEFINITIONS

- 3.1 Union: MNPEA (Police Support Services Unit).
- 3.2 Union Member: A member of the MNPEA (Police Support Services Unit).
- 3.3 Employee: A member of the exclusively recognized bargaining unit.
- 3.4 Department: The City of Faribault Police Department.
- 3.5 Employer or City: The City of Faribault.
- 3.6 Union Officer: Officer elected or appointed by MNPEA (Police Support Services Unit).
- 3.7 Scheduled Shift: A consecutive work period including two rest breaks and a lunch break.

- 3.8 Rest Breaks: Periods during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.9 Lunch Break: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.10 Regular part-time: A regular part-time employee is defined as one that works less than 30 hours in a standard work week for an indefinite period. Such employee shall receive prorated fringe benefits and the full wage stated in the section on wages.
- 3.11 Department Director: The head of the department in which the Employee is employed.

ARTICLE 4. EMPLOYER SECURITY

The Union agrees that during the life of this Agreement the Union will not cause, encourage, participate in or support any strike, slow-down, or other interruption of or interference with the normal functions of the Employer.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 6. UNION SECURITY

- 6.1 The Employer shall deduct from the wages of Employees who authorizes such a deduction, in writing, an amount necessary to cover monthly union dues, or a "fair share" deduction, as provided in Minnesota State Statute 179A if the employee elects not to become a member of the Union. Such monies shall be remitted to the Union not less than once a month and shall not be changed more than once per year.
- 6.2 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims,

suits, orders, judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

- 6.5 Should any other exempt or non-exempt employee group(s) working for the City, excluding anyone being reclassified, going through probation, reorganization, or a promotion, receive an increase in bases wages, this Union would also receive that same percentage increase.

ARTICLE 7. EMPLOYEE GRIEVANCE PROCEDURE

A grievance shall mean a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement. A grievance may only be filed that claims that the City has not complied with the intent of this Agreement. All grievances must be filed in writing to the appropriate Department Director within fourteen calendar days from the date of the alleged infraction of the Agreement by the Employer.

7.1 Definitions

For the purpose of this article, the following definitions shall apply:

- a) A "grievance" shall mean an allegation by an employee or Union resulting in a dispute or disagreement between the employee/Union and the Employer as to the interpretation or application of terms and conditions contained in this Agreement.
- b) The term "days" means calendar days including Saturdays, Sundays and any days designated by this Agreement or by Minnesota Statutes as holidays.
- c) In "computing any period of time" prescribed or allowed by procedures herein, the date of the alleged infraction, or event giving cause for the grievance shall not be included.
- d) The day in which the "act or event giving cause" for the grievance to be filed shall be considered the day or days in which the grievance occurred or the day in which the employee filing the grievance should have been aware of the act or event.
- e) The "filing or service" of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period allowed.
- f) The Employer will recognize "union representatives" designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such union representatives and of their successors when so designated, as provided by Section 6.2 of this Agreement.

g) "Reduced to writing" means a written statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

h) "Answer" means a written response outlining the party's position on the grievance.

7.2 Processing/Procedure

The Employee shall attempt to settle the dispute with their immediate supervisor immediately and upon failing to receive satisfaction shall proceed with the following grievance procedure. All grievances must be filed in writing to the appropriate Department Director within fourteen (14) calendar days from the date of the alleged infraction of the contract by the City.

Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union Officer shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours, provided that the employee and the Union Officer have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the Employer.

Step 1

The Employee or the Union shall file a written grievance with the appropriate Department Director. The filing of the grievance shall take place within fourteen (14) calendar days from the date of the alleged infraction. The Department Director will render a decision in writing to the Union within fourteen (14) calendar days of the receipt of the grievance. All grievances must be reduced to writing stating sections of the contract that management personnel are alleged to have violated and the action or relief sought.

Step 2

If the Union does not wish to accept the Department Director's Answer, the Union or Employee may appeal the grievance to the City Administrator within fourteen (14) calendar days of the Department Director's response. The City Administrator shall provide a written answer to the Union within fourteen (14) calendar days of receipt of the grievance by the City Administrator or their designee.

Step 3

If the City Administrator's Answer is not satisfactory, the Union may file a copy of the grievance and an explanation of the action sought with the designated representative (Mayor or City Administrator) of the City Council within fourteen (14) calendar days of the

Union's receipt of the City Administrator's Answer. The City Council shall answer the grievance appeal within twenty-one (21) days of receipt of the grievance from the Union. If the City Council's answer is not satisfactory, the Union may institute the arbitration procedure within this contract; however, the Union must notify the City of its intent to go to arbitration within fourteen (14) calendar days of the Union's receipt of the City Council's Answer.

7.3 Waiver

Subd. 1 If the Union fails to respond within time limits established in the procedure, the grievance shall be deemed settled and the City's last answer shall prevail. If the City fails to answer in accordance with the schedule in the grievance procedure, the grievance shall be deemed settled and the relief sought shall have been deemed agreed to by the City.

Subd. 2 The grievance may be withdrawn by the aggrieved person at any level in writing without prejudice.

Subd. 3 The time limits may be extended by mutual written agreement.

7.4 Arbitration Procedure

a) Purpose

Any dispute which has remained unresolved through the grievance procedure of this contract may be submitted to arbitration.

b) Selection

Should the Union and Employer representatives be unable to agree on an Arbitrator within fourteen (14) calendar days of the issue being submitted to arbitration, the grieving party shall request the Bureau of Mediation Services to submit a list of arbitrators. The employer and Union shall alternately strike names until one name remains and that person will be the arbitrator. A toss of the coin will be used to determine which party will strike the first name.

c) Arbitrator's Decision

The Arbitrator shall make its findings known simultaneously to the City and to the Union within sixty (60) calendar days from final arbitration hearing. The decision of the Arbitrator shall be final and binding on both parties.

d) Arbitrator's Cost

The cost of the arbitrator shall be borne equally between the City and the Union. The cost of a court reporter shall be borne by the party requesting the court report, provided if both parties desire a verbatim record of the proceedings the cost shall be born equally. All other expenses incurred by either party shall be borne by the

respective party.

e) Arbitrator's Authority

The Arbitrator shall have no right to amend, modify, nullify, ignore or add provisions to this agreement. The Arbitrator's authority shall be limited to the extent that it may only consider and decide the particular issue or issues presented to it by the City and/or Union. Disputes or differences regarding the negotiable issues are expressly not subject to arbitration.

f) Arbitration Information

Upon appointment of the Arbitrator, both parties shall, within ten (10) days, of the arbitration hearing, submit to the other party the following:

- A. The issues involved.
- B. Statement of the known facts.
- C. Position of the party for resolution of dispute.
- D. The name and credentials of the person who will be presenting the party's position at the arbitration hearing.

The Union and Employer agree not to withhold from the other relevant information they intend to use in the arbitration hearing. Both parties also recognize that all relevant information needs to be presented to assure a fair decision and therefore, is not intended to restrict the use of information that was not known or overlooked at the time of the submission of information. Both parties agree they will notify the other of new information which becomes available when reasonably possible.

A party may not change the person selected to present their position at the arbitration hearing if the hearing is scheduled to occur within ten (10) days, unless both parties mutually agree to the change. If, after ten days, one party notifies the other of a change in the person presenting their position, the other party may have an additional two days in which to make a change of the person presenting their position.

- g) Choice of Remedy. If the grievance involves the suspension, demotion or discharge of an Employee who has completed the required probationary period, and the aggrieved Employee has the right to pursue a veteran's preference claim under Minnesota Statutes, Chapter 197, the grievance may be appealed either to Step 4 of this Article or to the veteran's preference forum. If appealed to the veteran's preference forum, the grievance is not subject to the arbitration procedure as provided in this Article and the Employee shall have waived the Employee's right to arbitrate pursuant to this Article.

ARTICLE 8. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Faribault. In the event any provision of this Agreement shall be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 9. SENIORITY

- 9.1 An Employee in the Union who transfers from another department of the Employer shall accumulate total seniority from the other department only for the purposes of calculating vacation and sick leave.
- 9.2 Seniority shall be determined by an employee's length of continuous employment with the Employer, by classification recognized by this Agreement. Seniority rosters shall be maintained by the Employer, on the basis of time in grade and time within specific classifications.
- 9.3 All employees, upon commencing full-time service with the City, shall serve a probationary period of one year. The wages of all probationary employees will be in accordance with provisions provided in the section on wages. Employees shall have no seniority until they have completed their probationary period. Upon completion of the probationary period, the Employee shall be credited with seniority dating from the date of employment with the Employer. The terms of this contract shall not apply to any probationary employee with the exception of the provisions provided in the section on wages and provisions of this section. Probationary employees shall receive no fringe benefits except health insurance, vacation, sick leave, and holidays until completion of their probationary period. Upon completion of the probationary period, employees shall receive all fringe benefits retroactive to the date of hiring. During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer.
- 9.4 A reduction of work force will be accomplished on the basis of divisional seniority. The Employee in a position to be reduced from force retains departmental seniority in each of the bargaining unit classes in which they had worked. They may choose demotion instead of layoff if a lower level vacancy exists, or they may choose the position of another employee with less divisional seniority in the same or a formerly held class. An Employee refusing either of these options shall automatically terminate employment with the Department. An Employee on layoff shall have an opportunity to return to work within two (2) years of the time of their layoff before any new employee is hired except that, any employee on layoff who is notified by registered mail to return to work and fails to do so within twelve (12) work days shall be considered to have voluntarily terminated employment with the Employer.

ARTICLE 10. DISCIPLINE

- 10.1 The Employer will discipline employees for just cause only. Discipline will be in one or

more of the following forms:

- a) Oral reprimand
- b) Written reprimand
- c) Suspension
- d) Demotion
- e) Discharge.

- 10.2 Suspensions, demotions, and discharges will be in written form.
- 10.3 Notice of an Employee's suspension, demotion or discharge shall become part of the Employee's personnel file after being provided to and acknowledged by signature of the Employee. Both the Employee and the Union will receive a copy of such notices. If an Employee refuses to sign the acknowledgement, that will be documented and placed with the notice in the Employee's personnel file. Whether notice is signed or not by the Employee, they may include a written response to the notice in their personnel file.
- 10.4 Employees' may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee had been given an opportunity to have a Union representative present at such questioning.
- 10.6 The Employer shall generally impose progressive discipline but reserves the right to take any disciplinary action it deems appropriate under the circumstances.
- 10.7 Grievances relating to the discharge or suspension of an employee may be initiated by the Union at Step 3 of the grievance procedure.
- 10.8 When any disciplinary action more severe than an oral reprimand is taken, the Employer shall verbally notify the employee of the disciplinary action, prior to the completion of the employees next regularly scheduled work day. The verbal notice shall be followed with written notice within five (5) days.

ARTICLE 11. WORK WEEK

- 11.1 The standard work schedule will consist of an eight (8) hour day equivalent to 2080 hours per year. For purpose of calculating vacation, holiday, and sick leave accrual, an 8-hour work day will be used. One floating holiday will also be calculated at eight (8) hours per day.

For special occasions, Employees may request altering their standard work schedule from time to time. Such requests must be approved by the Chief of Police.

ARTICLE 12. OVERTIME

- 12.1 An Employee is eligible to receive overtime pay after completion of regularly scheduled

work week. Employees will be compensated at one and one-half (1½) times the Employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled work week. Changes of shifts do not qualify an employee for overtime under this Article. Training required by the City does not qualify an employee for overtime under this Article.

- 12.2 Overtime will be distributed as equally as practicable.
- 12.3 Overtime refused by employees will, for record purposes under Article 12.2, be considered as unpaid overtime worked.
- 12.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.5 Overtime will be calculated to the nearest fifteen (15) minutes.

ARTICLE 13. COURT TIME

An Employee who is required to appear in Court during their scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1½) times the Employee's base pay rate. An extension or early report to a regularly scheduled work week for Court appearance does not qualify the Employee for the two (2) hour minimum.

ARTICLE 14. CALL BACK TIME

An Employee who is called to duty during their scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1½) times the Employee's base pay rate. An extension of early report to a regularly scheduled shift for duty does not qualify the Employee for the two (2) hour minimum. If the call-back work assignment and the Employee's regular work week overlap, the Employee shall be paid the call-back rate of time and one-half (1½) until their regular shift time begins, and the regular shift shall continue until the employee's normal quitting time. Training required by the City does not qualify an employee for call-back time under this Article.

ARTICLE 15. WORKING OUT OF CLASSIFICATION

Any employee who is required to accept the responsibility and duties of a position and rank, above which they normally hold at least one full shift day or more, shall be paid at the rate of the position or rank while so acting.

ARTICLE 16. LEAVES OF ABSENCE

- 16.1 Military Leave: All existing federal and state statutes, applicable to the rights of any employee who is on a leave of absence from the City of Faribault for military service, shall be applicable under this Agreement.
- 16.2 Jury Duty: All employees will receive a leave of absence when called for jury duty and be paid their regular rate of pay by the City. The employee shall in turn submit any remuneration received from jury duty, minus mileage reimbursements to the City. Jury

duty calls shall be reported to the Department Director on the first working day following receipt of the jury summons.

- 16.3 Parenting Leave. Employees who work twenty (20) hours or more per week and have been employed more than one year are entitled to take an unpaid leave of absence in connection with the birth or adoption of a child. The leave may not exceed six weeks, and must begin within (6) weeks after the birth or adoption of the child. Employees are not required to use vacation leave during this six week Parenting Leave period but may use vacation leave at their option for any period of this leave.

The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain in effect during the six (6) week Parenting Leave. With any unpaid leave it is the employee's responsibility to maintain their cost of insurance premiums.

If the employee has any FMLA eligibility remaining at the time this Parenting Leave commences, this leave will also count as FMLA leave. The two leaves will run concurrently until eligibility for either leave expires. Employees shall be required to use accrued sick and vacation leave during the use of any FMLA leave following the expiration of the Employee's Parenting Leave.

- 16.4 Emergency Leave. Emergency leave may be granted to an employee in the event of serious illness or other emergency in the family of said employee. Employees in need of such leave shall make application therefore to the City Administrator. Such time as is granted shall be chargeable against the employee's paid leave accounts. The rate of charge against the paid leave accounts shall be that of the actual time absent from work. The granting of such emergency leave shall not be unreasonable or arbitrarily withheld. The Employer may request verification of the emergency.

- 16.5 Funeral Leave. Employees are allowed to use up three (3) days for the death of an immediate family member, with pay, as funeral leave upon the death of an immediate family member. One (1) day of paid funeral leave is provided to an Employee in the event of the death of any another family member.

Immediate family members include an Employee's spouse, parents, children, siblings, grandparents, grandchildren, similarly-related step relationships, in-laws, and domestic partners. Other family members include aunts, uncles, nieces, nephews, and similarly related in-laws. Funeral leave will not be deducted from the Employee's vacation or sick leave balances. Employees may request additional time off for a longer leave or to attend the funeral of a more distant relative or friend. Prior approval of the applicable Department Director and City Administrator is required, and if allowed, such leave actually used by the Employee will be charged against the Employee's sick leave account.

- 16.6 Personal Leave of Absence. An employee may request a personal leave of absence without pay. All requests for personal leave of absence shall be made in writing to the City Administrator. The City Administrator may grant personal leaves of absence up to two (2) weeks in duration. Leaves of absence for more than two (2) weeks shall be presented to the City Council. While on personal leave of absence without pay, the

employee shall retain their seniority; however, they shall forfeit all fringe benefits while on the leave. If the leave exceeds two (2) weeks, the employee may maintain the City's health insurance at their own expense.

ARTICLE 17. JOB POSTING AND EXAMINATION FOR PROMOTION

Any position covered by this Agreement shall be posted for five (5) work days prior to filling of a vacancy in a prominent place, for information of the members of the unit.

In addition, the City shall fill a position with the most qualified employee from the Union. However, the City reserves the right to hire outside the Union if such an applicant is more qualified. Under any circumstances, if qualifications are equal the City shall give preference to the more senior Employee. An Employee (unsuccessful applicant) may request that a written explanation become part of their permanent personnel record.

ARTICLE 18. MILEAGE AND MEAL ALLOWANCE

Any reimbursement for mileage or meal allowance to be paid as a result of this Agreement shall be reimbursed in accordance with the current Federal IRS mileage and per diem rates.

ARTICLE 19. SAFETY

All employees shall comply with safety and health regulations established by law.

ARTICLE 20. PHYSICAL FITNESS

The City may require a physical examination prior to beginning employment and annually thereafter. The City shall pay for those physical examinations it requires.

ARTICLE 21. SICK LEAVE

- 21.1 Employees shall earn sick leave at the rate of 120 hours per year. Sick leave shall be compensated for at the regular rate of pay. Working days only will be counted when using sick leave.
- 21.2 Sick leave may only be used for the employee's own personal injury, illness or care for immediate family member. Employees must use sick leave in increments of at least one-half day or a minimum of one hour increments with supervisor approval. Employees shall be allowed to use sick leave as needed except that in order to qualify for sick leave, an employee must report that they are sick no later than one hour before the time for which they are scheduled to report for work. This one hour restriction shall not apply to employees who become sick while at work.
- 21.3 Employees on sick leave for their own personal injury, illness or care for immediate family member for more than three consecutive days may be required to submit a physician's statement of illness. Employees may be required to submit a physician's statement of illness after one day, if that day is immediately before or after a holiday or a regularly scheduled day off or if the employer suspects abuse.

- 21.4 Any employee who has exhausted their sick leave and requires additional sick leave time for their own personal injury, illness or care for immediate family member may substitute any part of unused vacation time for the same. When an employee is eligible for Worker's Compensation payments, they may supplement these payments with a prorated portion of any accumulated sick leave so that the combination of the two benefits will equal their net pay. Net pay is defined for these purposes as regular pay received from a standard work week less mandatory deductions which include federal and state taxes, social security, Medicare, PERA and wage garnishments. If they should exhaust their accumulated sick leave, they will receive Worker's Compensation payments only.
- 21.5 An employee may use personal sick leave benefits for absences due to an illness of or injury to the employee's child, as defined in Minnesota Statute 181.940, subd. 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.
- 21.6 An employee may use sick leave for safety leave for such reasonable periods of time as may be necessary for the purpose of providing assistance to the employee or assistance to the relatives described in Section 21.5, because of sexual assault, domestic abuse, or stalking.
- 21.7 The use of sick leave for safety leave or for absences due to the illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent is limited to up to 160 hours in any 12-month period. This Section 21.6 does not apply to absences due to the illness or injury of a child, as defined in Minnesota Statute 181.940, subd. 4.
- 21.8 Employees shall be allowed a year-end accumulation maximum of 500 unused sick leave hours, except those employees having more than 480 hours accumulation on January 1, 1984, shall retain such accumulations for sick leave usage and termination consideration. Employees shall be compensated at a rate of one hour of pay for each three hours of unused sick leave in excess of 500 hours, except those employees having more than 480 hours of sick leave accumulation on January 1, 1984, shall retain such accumulations for sick leave usage and termination consideration.
- 21.9 The City will provide, without cost to the employee, long term disability insurance which will provide 66.6% of normal compensation commencing on the 91st day of disability. Changes in the policy shall be discussed with the Union prior to implementation. Such discussions are for the purpose of providing notice and an opportunity for comment by the Union and shall not be deemed a renegotiation of benefits.

An employee once disabled and collecting long term disability benefits on the 91st day shall not accrue vacation, holiday time or sick leave and accrual of said benefits shall not begin until such time the disability stops and the employee returns to full-time duty.

ARTICLE 22. VACATIONS

- 22.1 Employees who have been employed uninterruptedly with no breaks in employment except for brief layoffs which are directed by the City shall be eligible for a paid vacation at their regular rate of pay pursuant to the following schedule. At date of hire each employee will receive 40 hours of vacation and accrue at the rate of 1.54 hours per pay period. Vacation will be earned at the rate of 3.08 hours per pay period for years 2 through 5 years of employment; at the rate of 4.62 hours per pay period for the second 5 years of employment; and at the rate of 6.16 hours per pay period thereafter.
- 22.2 Earned vacation may be taken so as not to jeopardize sufficient municipal operations at any time by written request from the employee to the respective Department Director at least one week prior to the date in which the vacation is requested unless otherwise approved. Such request shall indicate the number of days sought to be used. Employees shall choose vacation periods in accordance with their seniority in their shift and in the Department. Management shall establish reasonable regulations so as to maintain sufficient operating personnel throughout the year.
- 22.3 Employees earning vacation at the rate of 3.08 hours per pay period may not accumulate more than 140 hours. Employees earning vacation at the rate of 4.62 hours per pay period may not accumulate more than 200 hours. Employees earning vacation at the rate of 6.16 hours per pay period may not accumulate more than 260 hours.

One floating holiday (8 hours) will be given in full to each employee at the time of hire, which can be used during their probationary period or anytime thereafter.

Employees will earn additional vacation day(s) per the total years of service with the City of Faribault. Accrual day(s) will commence on the employee's anniversary date of hire per the chart below:

Years of service	Extra day(s) of vacation
10-14 years	1 day
15-19 years	3 days
20+ years	5 days

- 22.4 Employees will not be allowed to accumulate vacation in excess of the maximum amounts previously specified unless they were specifically asked to forego a portion of their vacation in writing by the City Administrator. If it is necessary for the City Administrator to request that an employee forego a portion of their vacation time, the employee will be entitled to use that portion previously accumulated during the following six month period.

ARTICLE 23. INSURANCE

- 23.1 Employee health insurance premiums for this contract going forward will be based on the following percentages. Any changes to plans would only be due to Federal requirements and regulations.

Plan:

\$2800 Deductible Single Single+1 Family

Employer Percentage	92%	87%	82%
Employee Percentage	8%	13%	18%
<u>\$1400 Deductible</u>	<u>Single</u>	<u>Single+1</u>	<u>Family</u>
Employer Percentage	82%	77%	72%
Employee Percentage	18%	23%	28%

The City will match an Employee's contribution to their H.S.A. under the City H.S.A. plan up to \$55.00/month for 2022, \$56.10/month for 2023 and \$57.36/month. Employer contributions into the H.S.A. plan will be made on a pro-rata basis per pay period.

The schedule of benefits for the medical insurance plan shall be determined by the City from plans submitted in response to bids requested by the City. The plans submitted in response to bids requested by the City shall be discussed with the Union prior to implementation. Such discussions are for the purpose of providing notice and an opportunity for comment by the Union.

Modifications in hospital-surgical insurance coverage shall be discussed with the Union prior to implementation. Such discussions are for the purpose of providing notice and an opportunity for comment by the Union and shall not be deemed a renegotiation of benefits. The City will provide at no cost to the employee a \$100,000.00 term life insurance policy.

If the non-union group receives a higher employer contribution, the employees will receive the higher contribution as part of this union contract.

The employee's portion of the premium cost shall be paid through payroll deduction. In no case shall the City's contribution exceed the actual cost of the coverage selected by the employee.

- 23.2 Any employee provided with dependent health care coverage shall file such information as may be required by the City to determine the availability of health care insurance to employed dependents.

No employee shall file, or permit to be filed, an insurance claim against the City's health care provider until any health care benefits of employed dependents' health care plan have been utilized.

- 23.3 The City will allow retired employees to continue on as members in the medical insurance program, but the retired employee shall reimburse the City for the entire cost of the medical insurance policy.

ARTICLE 24. HOLIDAYS

Employees shall have the holidays hereinafter enumerated:

- 1) New Year's Day; 6) Labor Day;

- | | |
|----------------------------|--------------------------------|
| 2) Martin Luther King Day; | 7) Veteran's Day; |
| 3) President's Day; | 8) Thanksgiving Day |
| 4) Memorial Day; | 9) Day after Thanksgiving Day; |
| 5) Independence Day; | 10) Christmas Day |

The City agrees to add "Juneteenth" as a recognized holiday after such time that the Minnesota State Legislature approves it as an official holiday.

Employees shall be granted the holidays off without loss of pay.

In addition to the holidays cited above all employees shall receive one (1) floating holiday to be utilized in accordance with the rules governing vacation. Any employee required to work on a holiday shall receive compensation in accordance with overtime provision of this contract and, in addition, the number of hours worked shall be credited to the employee's holiday bank. Such credited hours shall be compensated for at their regular rate of pay on the last pay period preceding December 25th of each year.

ARTICLE 25. TERMINATION CONSIDERATION

- 25.1 When an employee leaves the employment of the City in good standing, with at least three (3) years of service, they shall receive in salary equivalent one-half (1/2) of their accumulated sick leave up to a maximum of thirty (30) days. Upon retirement or death, they will be paid one-half (1/2) of their unused sick leave.
- 25.2 When an employee leaves the employment of the City in good standing, with at least three (3) years of service, they shall receive all vacation earned up to the date of termination regardless of anniversary date.
- 25.3 An employee may begin to draw sick leave separation pay up to 18 months prior to the employee's last date of employment. Separation pay shall be computed at the rate of pay in effect when the employee receives the pay and the employee shall give notice of the separation on August 1st of the year in which the first payment is to be received.

ARTICLE 26. WAGE RATES

26.1 COLA and Wages

Cost of Living Adjustments (COLA) are as follows:

2022	1.50%
2023	2.00%
2024	2.25%

Job Title grades for MNPEA Police Support Services employees are as follows:

Administrative Assistant II “F”

Property & Evidence Technician “F”

Records Specialist “E”

Community Services Officer “E”

All new employees shall be placed within steps 1 through 3 based on experience and education. They will receive a step increase based on the scale below and meeting the requirements of their position.

All current employees in steps 1 through 5 will be placed in the new wage schedule at their current step and continue to progress based on their time in their position. Any employee currently in step 6 or greater will be placed in the new wage structure (2021) at the step with a wage that is closest to, but greater than, the employee's current wage. Employees will advance one step effective January 1, 2022 or based on their anniversary date of employment if hired after January 1, 2018 (if meeting the requirements of their position) and receive the COLA increase reflected in the wage structure shown below for 2022.

2021 (Revised)														
MNPEA Police Support Services Step														
Job Title	Progression	Start	6 months	6 months	6 months	6 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	24 months
Administrative Assistant II	Grade 'F'	22.27	22.90	23.54	24.18	24.82	25.47	26.14	26.83	27.54	28.26	29.00	29.77	30.54
Property & Evidence Technician	Grade 'F'	22.27	22.90	23.54	24.18	24.82	25.47	26.14	26.83	27.54	28.26	29.00	29.77	30.54
Records Specialist	Grade 'E'	21.06	21.66	22.26	22.86	23.46	24.08	24.71	25.36	26.03	26.71	27.41	28.14	28.87
Community Services Officer	Grade 'E'	21.06	21.66	22.26	22.86	23.46	24.08	24.71	25.36	26.03	26.71	27.41	28.14	28.87
2022														
MNPEA Police Support Services Step														
Job Title	Progression	Start	6 months	6 months	6 months	6 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	24 months
Administrative Assistant II	F	22.60	23.24	23.89	24.54	25.19	25.85	26.53	27.23	27.95	28.68	29.44	30.21	31.00
Property & Evidence Technician	F	22.60	23.24	23.89	24.54	25.19	25.85	26.53	27.23	27.95	28.68	29.44	30.21	31.00
Records Specialist	E	21.38	21.98	22.59	23.20	23.81	24.44	25.08	25.74	26.42	27.11	27.83	28.56	29.30
Community Services Officer	E	21.38	21.98	22.59	23.20	23.81	24.44	25.08	25.74	26.42	27.11	27.83	28.56	29.30
2023														
MNPEA Police Support Services Step														
Job Title	Progression	Start	6 months	6 months	6 months	6 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	24 months
Administrative Assistant II	F	23.06	23.71	24.37	25.03	25.70	26.37	27.07	27.78	28.51	29.26	30.03	30.82	31.62
Property & Evidence Technician	F	23.06	23.71	24.37	25.03	25.70	26.37	27.07	27.78	28.51	29.26	30.03	30.82	31.62
Records Specialist	E	21.80	22.42	23.05	23.67	24.29	24.93	25.58	26.26	26.95	27.65	28.38	29.13	29.89
Community Services Officer	E	21.80	22.42	23.05	23.67	24.29	24.93	25.58	26.26	26.95	27.65	28.38	29.13	29.89
2024														
MNPEA Police Support Services Step														
Job Title	Progression	Start	6 months	6 months	6 months	6 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	24 months
Administrative Assistant II	F	23.57	24.24	24.92	25.60	26.27	26.97	27.67	28.40	29.15	29.92	30.70	31.51	32.34
Property & Evidence Technician	F	23.57	24.24	24.92	25.60	26.27	26.97	27.67	28.40	29.15	29.92	30.70	31.51	32.34
Records Specialist	E	22.29	22.93	23.56	24.20	24.83	25.49	26.16	26.85	27.55	28.28	29.02	29.78	30.56
Community Services Officer	E	22.29	22.93	23.56	24.20	24.83	25.49	26.16	26.85	27.55	28.28	29.02	29.78	30.56

ARTICLE 27. UNIFORMS

The City shall provide a clothing allowance to all clerical staff within this union of \$400 annually. The cleaning and routine repair of the uniform issued to Community Service Officers shall be the responsibility of the employee with the City paying a \$45 per month maintenance allowance the first pay period of the month. The Community Service Officers will be responsible for purchase and replacement of approved footwear and shall receive

up to an annual cash allowance of one hundred sixty dollars (\$160) from the Employer for this purchase. The \$160 allowance shall be paid the last pay period preceding December 25th of each year and is taxable as wages unless a receipt of purchase is presented.

ARTICLE 28. TRAINING

The City shall reimburse the employee for training related expenses (wages, travel expense, meals, tuition, books, and lodging) required by the City. For purposes of wage determination, required training by the City shall be construed as within the standard work week defined by Article 12 (standard hourly rate will be utilized for hours in excess of regularly scheduled shift). Call back time (Article 14) shall not be applicable for training required by the City.

ARTICLE 29. CONTINUING EDUCATION

The City shall reimburse tuition and book expenses to the employee upon satisfactory completion of a recognized course of job related instruction. Such job related instruction must be reviewed and approved by the City Administrator or their designee prior to the initiation of cost in order to be eligible for reimbursement. Such eligible reimbursement is entered into individually by the employee and City and a reimbursement to the City is required should the employee terminate their employment early, as per to the schedule given at time of acceptance to the individual. Job related instruction does not include mandatory training necessary to maintain minimum licensing requirements.

ARTICLE 30. DURATION

The duration of this contract is to be three (3) years effective January 1, 2022, through December 31, 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, 2021.

For the City of Faribault:

Kevin F. Voracek, Mayor

Timothy C. Murray, City Administrator

For MNPEA:

Ala R. Rolan

Business Agent

Cheryl Be...

Union Steward

Bonnie Holm

Union Steward



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Manager
MEETING DATE: November 23, 2021
SUBJECT: Approve Agreement with Law Enforcement Labor Services (Local No. 357) for 2022 - 2024

Background:

The City negotiating team and Law Enforcement Labor Services (LELS) - Local No. 357 representatives held negotiations on their labor contract on October 19, 2021. A tentative agreement was reached by the parties. LELS has agreed and signed the contract based on the terms set forth in the agreement. Staff recommends approving the LELS Local 357 Agreement for 2022 - 2024.

Recommendation:

Approve LELS Local 357 Agreement for 2022 - 2024

Attachments:

1. 2022-2024 LELS (Local 357) Agreement

AGREEMENT
BETWEEN
CITY OF FARIBAULT
AND



LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL NO. 357)

JANUARY 1, 2022 TO DECEMBER 31, 2024

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ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered between the City of Faribault, hereinafter called the Employer, and Law Enforcement Labor Services, Inc. (Local No. 357), hereinafter called the Union. It is the purpose of this Agreement to;

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes Law Enforcement Labor Services, Inc. as the exclusive representative for all essential licensed employees employed by the City of Faribault Minnesota who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding confidential, supervisory and all other employees, as certified in BMS Case No. 10PRE0904.
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 Neither the Union nor the Employer shall discriminate against any employee because of Union membership or non-membership, nor because of race, creed, sex, color, religious belief, or political belief.

ARTICLE 3. DEFINITIONS

- 3.1 Union: Law Enforcement Labor Services, Inc. (Local 357).
- 3.2 Union Member: A member of Law Enforcement Labor Services, Inc. (Local 357).
- 3.3 Employee: A member of the exclusively recognized bargaining unit.
- 3.4 Department: The City of Faribault Police Department.
- 3.5 Employer: The City of Faribault.
- 3.6 Union Officer: Officer elected or appointed by Law Enforcement Labor Services, Inc. (Local #357):
- 3.7 Scheduled Shift: A consecutive work period including two rest breaks and a lunch break.
- 3.8 Rest Breaks: Periods during the scheduled shift during which the employee remains on ~ continual duty and is responsible for assigned duties.
- 3.9 Lunch Break: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.

- 3.10 Regular Part-Time: A regular part-time employee is defined as one that works less than 30 hours in a standard work week for an indefinite period. Such employee shall receive prorated fringe benefits and the full wage stated in the section on wages.

ARTICLE 4. EMPLOYER SECURITY

The Union agrees that during the life of this Agreement that the Union will not cause, encourage, participate in or support any strike, slow-down, or other interruption of or interference with the normal functions of the Employer.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 6. UNION SECURITY

- 6.1 The Employer shall deduct from the wages of Employees who authorize such a deduction, in writing, an amount necessary to cover monthly union dues as provided in Minnesota State Statute 179A if the employee elects to become a member of the Union. Such monies shall be remitted to the Union not less than once a month and shall not be changed more than once per year.
- 6.2 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 7. EMPLOYEE - GRIEVANCE PROCEDURE

A grievance shall mean a dispute or disagreement as to the interpretation or application of any term or terms of this contract. A grievance may only be filed that claims that the City has not complied with the intent of this contract. All grievances must be filed in writing to the appropriate departmental supervisor within fourteen (14) work days from the date of the alleged infraction of the contract by management personnel.

7.1 Definitions: For the purpose of this article, the following definitions shall apply:

1. A "grievance" shall mean an allegation by an employee or Union resulting in a dispute or disagreement between the employee/Union and the City as to the interpretation or application of terms and conditions contained in this Agreement.
2. The term "days" means calendar days including Saturdays, Sundays, and any days designated by this Agreement or by Minnesota Statutes as holidays.
3. In "computing any period of time" prescribed or allowed by procedures herein, the date of the alleged infraction or event giving cause for the grievance shall not be included.
4. The day in which the "act or event giving cause" for the grievance to be filed shall be considered the day or days in which the grievance occurred or the day in which the employee filing the grievance should have been aware of the act or event.
5. The "filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period allowed.
6. The Employer will recognize "union representatives" designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such union representatives and of their successors when ~ so designated, as provided by Section 6.2 of this Agreement.
7. "Reduced to writing" means a written statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.
8. "Answer" means a written response outlining the party's position on the grievance.

7.2 Processing of a Grievance

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved Employee and the Union Officer, shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union Officer have notified and received the approval of the Employee's designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the employer.

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred or the employee through the use of reasonable diligence should have had knowledge of the occurrence of the alleged violation, present such grievance to the employee's supervisor. The grievance may be presented either orally or in writing. The supervisor will discuss and give an answer, in writing, to

such Step 1 grievance within fourteen (14) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it was based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within fourteen (14) calendar days after the Supervisor's answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within fourteen (14) calendar days shall be considered waived.

Step 2. If appealed, the grievance shall be in writing and presented by the Union to the Chief of Police. The Chief shall notify the Union of any scheduled meeting in which the grievance will be presented and discussed within fourteen (14) calendar days after receipt of such Step 2 grievance and give the Union the Employer's Step 2 answer in writing within fourteen (14) calendar days after such scheduled meeting. A grievance not resolved in Step 2 may be appealed to Step 3 within fourteen (14) calendar days following the Chief's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within fourteen (14) calendar days shall be considered waived.

Step 3. If appealed, the grievance shall be in writing and presented by the Union to the City Administrator. The City Administrator shall notify the Union of any scheduled meeting in which the grievance will be presented and discussed within fourteen (14) calendar days after receipt of such Step 3 grievance and give the Union the Employer's Step 3 answer in writing within fourteen (14) calendar days after such scheduled meeting. A grievance not resolved in Step 3 may be appealed to Step 4 within fourteen (14) calendar days following the City Administrator's final Step 3 answer. Any grievance not appealed in writing to Step 4 by the Union within fourteen (14) calendar days shall be considered waived.

Step 3a. If the grievance is not resolved at Step 3 of the grievance procedure, by mutual consent, parties may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves time lines for Step 4 of the grievance procedure. Any grievance not appealed in writing to Step 4 by the Union within fourteen (14) calendar days of the mediation shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

7.3 Waiver

1. If the Union fails to respond within time limits established in the procedure, the grievance shall be deemed settled and the City's last answer shall prevail. If the City fails to answer a grievance or an appeal thereof in accordance with the schedule in the grievance procedure, the grievance shall be deemed denied by the Employer at that step and the Employee may immediately appeal the grievance to the next step.
2. The grievance may be withdrawn by the aggrieved person at any level in writing without prejudice.
3. The time limits may be extended by mutual written agreement.

- 7.4 Arbitrator's Cost. The cost of the arbitrator shall be borne equally between the City and the Union. The cost of a court reporter shall be borne by the party requesting the court reporter, provided if both parties desire a verbatim record of the proceedings the cost shall be born equally. All other expenses incurred, by either party shall be borne by the respective party:
- 7.5 Arbitrator's Authority. The Arbitrator shall have no right to amend, modify, nullify, ignore or add provisions to this agreement. The Arbitrator's authority shall be limited to the extent that it may only consider and decide the particular issue or issues presented to it by the City and/or Union. Disputes or differences regarding the negotiable issues are expressly not subject to arbitration. The Arbitrator shall make their findings known simultaneously to the City and to the Union within sixty (60) days from final arbitration hearing. The decision of the Arbitrator shall be final and binding on both parties.
- 7.6 Choice of Remedy. If the grievance involves the suspension, demotion or discharge of an Employee who has completed the required probationary period, the grievance has been denied by the Employer through Step 3 of the grievance procedure, and the aggrieved Employee has the right to pursue a hearing under the Minnesota Veteran's Preference Act, the grievance may be appealed by the Employee to either Step 4 of this Article or to the Veteran's Preference forum. If appealed to the Veterans Preference forum, the grievance is not subject to the arbitration procedure as provided in this Article and the Employee shall be deemed to have waived the Employee's right to arbitrate pursuant to this Article.

ARTICLE 8. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Faribault. In the event any provision of this Agreement shall be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 9. COURT TIME

An employee who is required to appear in Court during their scheduled-off duty time shall receive a minimum of two (2) hours pay at one and one-half (1 1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the employee for the two (2) hour minimum. If an employee is scheduled to appear in Court and a cancellation occurs after 5:00 p.m. on the day prior to the Court appearance, then the employee shall receive the two (2) hour minimum.

ARTICLE 10. SENIORITY

- 10.1 Seniority shall be determined by an employee's length of continuous employment with the Employer, by classification recognized by this Agreement. Seniority rosters shall be maintained by the Employer on the basis of time in grade and time within specific classifications.
- 10.2 Seniority shall be one of the factors considered for the bidding of shifts and vacation.
- 10.3 All employees, upon commencing full-time service with the City, shall serve a probationary period of one year. The wages of all probationary employees will be in accordance with provisions

provided in the section on wages. Employees shall have no seniority until they have completed their probationary period. Upon completion of the probationary period, the employee shall be credited with seniority dating from the date of employment with the Employer. The terms of this contract shall not apply to any probationary employee with the exception of the provisions provided in the section on wages and provisions of this section. Probationary employees shall receive no fringe benefits except health insurance, vacation, sick leave, and holidays until completion of their probationary period. Upon completion of the probationary period, employees shall receive all fringe benefits retroactive to the date of hiring. During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer.

- 10.4 Layoffs shall be accomplished on the basis of seniority. The employee to be laid off shall retain seniority for up to two (2) years from the time of the layoff. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of their layoff before any new employee is hired except that, any employee on layoff who is notified by registered mail to return to work and fails to do so within twelve (12) work days shall be considered to have voluntarily terminated employment with the Employer.

ARTICLE 11. DISCIPLINE

- 11.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:
1. Oral reprimand;
 2. Written reprimand;
 3. Suspension;
 4. Demotion; or
 5. Discharge.
- 11.2 Suspensions, demotions, and discharges will be in written form.
- 11.3 Notice of an Employee's suspension, demotion or discharge shall become part of the Employee's personnel file after being provided to and acknowledged by signature of the Employee. Both the Employee and the Union will receive a copy of such notices. If an Employee refuses to sign the acknowledgement, that will be documented and placed with the notice in the Employee's personnel file.
- 11.4 Employees' may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 11.5 Discharges will be preceded by a five (5) day suspension without pay.
- 11.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee had been given an opportunity to have a Union representative present at such questioning.
- 11.7 Grievances relating to the discharge of an employee may be initiated by the Union at Step 3 of the grievance procedure.

- 11.8 Except in cases for discipline resulting from an Employee's misconduct, the Employer shall generally impose progressive discipline but reserves the right to take any disciplinary action it deems appropriate under the circumstances.

ARTICLE 12. WORK WEEK

The standard work schedule will consist of either a twelve (12), ten (10), or eight (8) hour day equivalent to 2080 hours per year. For purpose of calculating vacation, holiday, and sick leave accrual, an 8-hour work day will be used. One floating holiday will be calculated at twelve (12) hours per day when on a twelve (12) hour day, ten (10) hours per day when on a ten (10) hour day or eight (8) hours per day when on an eight (8) hour day.

ARTICLE 13. OVERTIME

- 13.1 Employees will be compensated at one and one-half (1 1/2) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Changes of shifts do not qualify an employee for overtime under this Article.
- 13.2 Overtime will be distributed as equally as practicable, excluding court time.
- 13.3 Overtime refused by employees will, for record purposes under Article 13.2, be considered as unpaid overtime worked.
- 13.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 13.5 Overtime will be calculated to the nearest fifteen (15) minutes.

ARTICLE 14. CALL-BACK TIME

An employee who is called to duty during their scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's base rate. An employee will not be entitled to the two hours of call-back pay if the call-back occurs within two hours of a prior call-back for the employee. An extension of early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum. If the call-back work assignment and the employee's regular work shift overlap, the employee shall be paid the call-back rate of time and one-half (1-1/2) until their regular shift time begins, and the regular shift shall continue until the employee's normal quitting time. Training required by the City does not qualify an employee for call-back time under this Article.

ARTICLE 15. WORKING OUT OF CLASSIFICATION

When an employee is required to accept the responsibility and duties of Officer in Charge (OIC) the employee shall be paid at OIC pay rate of 6% above their current wage, while so acting. OIC is at the discretion of Police Department Administration and is not based solely on seniority. The time shall be computed each pay period and will be reimbursed during the pay period it was earned.

ARTICLE 16. LEAVES OF ABSENCE

- 16.1 Military Leave. All existing federal and state statutes, applicable to the rights of any employee who is on a leave of absence from the City of Faribault for military service, shall be applicable under this Agreement.

16.2 Jury Duty. Any employee called and selected for jury duty, shall- receive regular compensation and other benefits for such duty. Pay received for jury duty must be given to the Employer by the employee.

16.3 Pregnancy and Parenting Leave. Employees who work twenty (20) hours or more per week and have been employed more than one year are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota. Female employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with after the birth or adoption of a child as eligible for up to 12 weeks of unpaid leave and must begin within twelve (12) months of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital. Employee should provide reasonable notice, which is at least two weeks. If the leave must be taken in less than three days, the employee should give as much notice as practicable.

Employees are required to use accrued leave (i.e., sick leave, vacation leave, etc.) during Pregnancy and Parenting Leave If the employee has any FMLA eligibility remaining at the time this leave commences, this leave will also count as FMLA leave. The two leaves will run concurrently. The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain available while the employee is on leave pursuant to the Pregnancy and Parenting Leave Act, but the employee will be responsible for the entire premium unless otherwise provided in this policy (i.e., where leave is also FMLA qualifying). For employees on an FMLA absence as well, the employer contributions toward insurance benefits will continue during the FMLA leave absence.

16.4 Emergency Leave. Emergency leave may be granted to an employee in the event of serious illness or other emergency in the family of said employee. Employees in need of such leave shall make application therefore to the City Administrator. Such time as is granted shall be chargeable against the employee's paid leave accounts. The rate time charged against the paid leave accounts shall be that of the actual time absent from work. The granting of such emergency leave shall not be unreasonable or arbitrarily withheld.

16.5 Funeral Leave. Employees are allowed to use up three (3) days for the death of an immediate family member, with pay, as funeral leave upon the death of an immediate family member. One (1) day of paid funeral leave is provided to an Employee in the event of the death of any another family member.

Immediate family members include an Employee's spouse, parents, children, siblings, grandparents, grandchildren, similarly-related step relationships, in-laws, and domestic partners. Other family members include aunts, uncles, nieces, nephews, and similarly related in-laws. Funeral leave will not be deducted from the Employee's vacation or sick leave balances. Employees may request additional time off for a longer leave or to attend the funeral of a more distant relative or friend. Prior approval of the applicable Department Director or City Administrator is required, and if allowed, such leave actually used by the Employee will be charged against the Employee's sick leave account.

16.6 Personal Leave of Absence. An employee may request a personal leave of absence without pay. All requests for personal leave of absence shall state the reason for which the request is made in

writing to the City Administrator. The City Administrator may grant personal leaves of absence up to two (2) weeks in duration. Leaves of absence for more than two (2) weeks shall be presented to the City Council. While on personal leave of absence without pay, employee shall retain their seniority; however, they shall forfeit all fringe benefits while on the leave. If the leave exceeds two (2) weeks, the employee may maintain the City's health insurance at the employee's own expense.

ARTICLE 17. POSTING OF JOB ASSIGNMENTS

Any job assignments covered by this Agreement shall be posted for fifteen (15) work days prior to filing of the assignment, in a prominent place, for information of the members of the unit.

ARTICLE 18. SICK LEAVE

- 18.1 Employees, hired prior to January 1, 1999, shall earn sick leave at the rate of one hundred sixty eight (168) hours per year. Employees hired on or after January 1, 1999 will earn sick leave at a rate of one hundred twenty (120) hours per year. Sick leave shall be compensated at the regular rate of pay. Working days only will be counted when using sick leave.
- 18.2 Sick leave may be legitimately used for the employee's own personal injury or illness. Employees must use sick leave in increments of at least one-half day or a minimum of one hour increments with supervisor approval. Employees shall be allowed to use sick leave as needed except that in order to qualify for sick leave, an employee must report that they are sick not later than one hour before the time for which they are scheduled to report for work. This one hour restriction shall not apply to employees who become sick while at work.
- 18.3 Employees on sick leave for their own personal injury or illness for more than two consecutive days may be required to submit a physician's statement of illness. Employees may be required to submit a physician's statement of illness after one day, if that day is immediately before or after a holiday or a regularly scheduled day off, at the City's expense. Employees who, during the past year have used 80 hours sick leave in increments of one and two days may, at the discretion of the City, be required to submit a physician's statement of illness each time they use sick leave during the next one year and until such time that the average annual usage is below 80 hours per year. A physician's statement may be on forms prescribed by the City and shall state the illness and if the employee is able to return to work and fully perform the duties of his or her position.
- 18.4 Any employee who has exhausted their sick leave and requires additional sick leave time for their own personal injury or illness may substitute any part of unused vacation time for the same.
- 18.5 When an employee is eligible for worker's compensation payments, the employee may supplement these payments with a prorated portion of their sick leave so that the combination of the two benefits will equal the employee's net pay. Net pay is defined for these purposes as regular pay received from a standard work week less mandatory deductions which include federal and state taxes, social security, Medicare, PERA and wage garnishments. If the employee should exhaust their accumulated sick leave, the employee will receive worker's compensation payments only.

- 18.6 An employee may use personal sick leave benefits for absences due to an illness of or injury to the employee's child, as defined in Minnesota Statute 181.940, subd. 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.
- 18.7 An employee may use sick leave for safety leave for such reasonable periods of time as may be necessary for the purpose of providing assistance to the employee or assistance to the relatives described in Section 18.6, because of sexual assault, domestic abuse, or stalking.
- 18.8 The use of sick leave for safety leave or for absences due to the illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent is limited to up to 160 hours in any 12-month period. This Section 18.7 does not apply to absences due to the illness or injury of a child, as defined in Minnesota Statute 181.940, subd. 4.
- 18.9 Employees shall be allowed a year-end accumulation maximum of five hundred (500) unused sick leave hours. As part of the final pay period each year, Employees shall be compensated for their excess sick leave at a rate of one (1) hour of pay for every three (3) hours of unused sick leave in excess of the maximum five hundred (500) hours.
- 18.10 The City will provide, without cost to the employee, long-term disability insurance which will provide 66.6% of normal compensation to a maximum of five thousand dollars (\$5,000.00) per month payable to the age of 65 and commencing from the 91st day of disability. Changes in the policy shall be discussed with the Union prior to implementation. Such discussions are for the purpose of providing notice and an opportunity for comment by the Union and shall not be deemed a renegotiation of benefits.
- 18.11 An employee once disabled and collecting long term disability benefits after the 91st day shall not accrue vacation, holiday time or sick leave and accrual of said benefits shall not begin until such time the disability stops and the employee returns to full-time duty.

ARTICLE 19. VACATIONS

- 19.1 Employees who have been employed uninterruptedly with no breaks in employment except for brief layoffs which are directed by management shall be eligible for a paid vacation at their regular rate of pay pursuant to the following schedule. At date of hire each employee will receive 40 hours of vacation and accrue at the rate of 1.54 hours per pay period. After year one, vacation will be earned at the monthly rate of 3.08 hours per pay period for the first 5 years; at the monthly rate of 4.62 hours per pay period for the second 5 year; and at the monthly rate of 6.16 hours per pay period thereafter.
- 19.2 Earned vacation may be taken so as not to jeopardize sufficient municipal operations at any time by written request from the employee to the respective Department Head at least one week prior to the date in which the vacation is requested unless otherwise approved. Such request shall indicate the number of days sought to be used. Employees shall choose vacation periods in accordance with

their seniority in their shift and in the department. Management shall establish reasonable regulations so as to maintain sufficient operating personnel throughout the year.

- 19.3 An employee may not commence using vacation leave until the employee has an accumulated a total of at least two (2) work days, which is six months of continuous employment or for relocation or prescheduled vacation only. Employees earning vacation at the rate of 3.08 hours per pay period may not accumulate more than 140 hours. Employees earning vacation at the rate of 4.62 hours per pay period may not accumulate more than 200 hours. Employees earning vacation at the rate of 6.16 hours per pay period may not accumulate more than 260 hours.

One floating holiday (12, 10 or 8 hours based on schedule) will be given in full to each employee at the time of hire, which can be used during their probationary period or anytime thereafter.

- 19.4 Employees will not be allowed to accumulate vacation in excess of the maximum amounts previously specified unless they were specifically asked to forego a portion of their vacation in writing by the City Administrator. If it is necessary for the City Administrator to request that an employee forego a portion of their vacation time, the employee will be entitled to use that portion previously accumulated during the next ensuing six month period.

- 19.5 Employees will earn additional vacation day(s) per the total years of full-time service with the City of Faribault. Accrual day(s) will commence on the employees anniversary date of hire per the chart below:

Years of service	Extra days of vacation
10-14 years	1 day
15-19 years	3days
20+ years	5days

ARTICLE 20. INSURANCE

20.1

Employee health insurance premiums for this contract and going forward will be based on the following percentages. Any changes to plans would only be due to Federal requirements and regulations.

Plan:

	Single	Single+1	Family
\$2800 Deductible			
Employer Percentage	92%	87%	82%
Employee Percentage	8%	13%	18%
\$1400 Deductible	Single	Single+1	Family
Employer Percentage	82%	77%	72%
Employee Percentage	18%	23%	28%

- 20.2 The City will match an Employee's contribution to their Health Savings Account (H.S.A.) under the City H.S.A. plan up to \$55.00/month for 2022, \$56.10/month for 2023, and \$57.36/month for 2024. Employer contributions into the H.S.A. plan will be made on a pro-rata basis per pay period. The most recent H.S.A. employer contribution will increase based upon agreed Cost of Living Adjustment (COLA) listed in Article 23 for future contracts.
- 20.3 If any other city employee receives a higher Employer contribution, employees in this bargaining unit will receive the higher contribution as part of this agreement.
- 20.4 The employee's portion of the premium cost shall be paid through payroll deduction. In no case shall the City's contribution exceed the actual cost of the coverage selected by the employee. The City will provide at no cost to the employee a \$100,000 term life insurance policy.
- 20.5 Any employee provided with dependent health care coverage shall file such information as may be required by the Employer to determine the availability of health care insurance to employed dependents.
- 20.6 No employee shall file, or permit to be filed, an insurance claim against the Employer's health care provider until any health care benefits of employed dependents' health care plan have been utilized.
- 20.7 The Employer will allow retired employees to continue on as members in the medical insurance program, but the retired employee shall reimburse the Employer for the entire cost of the medical insurance policy.

ARTICLE 21 HOLIDAYS

- 21.1 Employees shall have the holidays hereinafter enumerated. Employees shall be granted the holidays off without loss of pay. For purposes of this contract the following dates shall be considered holidays: 1) New Year's Day; 2) Martin Luther King Day 3) President's Day; 4) Memorial Day; *5) Juneteenth 6) Independence Day; 7) Labor Day; 8) Veteran's Day; 9) Thanksgiving Day; 10) Day after Thanksgiving 11) Christmas Day. (* The city agrees to add Juneteenth as a recognized holiday after such time that the Minnesota State Legislature approves it as an official holiday.)
- 21.2 In addition to the holidays cited above all employees shall receive one (1) floating holiday to be utilized in accordance with the rules governing vacation.
- 21.3 Employees shall be credited 8 hours to the employee's holiday bank for each holiday as recognized in Article 21.1. Such credited hours shall be compensated for at their regular rate of pay on the last pay period preceding December 25th of each year.
- 21.4 Any employee required to work on a shift recognized as a Holiday in Article 21.1 shall receive compensation at one and one-half (1 1/2) times the employee's regular base rate of pay for the hours worked.
- 21.5 Employees working overtime on a shift recognized as a Holiday in Article 21.1 will be compensated at two and one-fourth (2 1/4) times the employee's regular base pay rate for the hours

worked in excess of the employee's regularly scheduled shift. Changes of shifts do not qualify an employee for pay in this Article.

ARTICLE 22. TERMINATION CONSIDERATION

- 22.1 When an employee leaves the employment of the City in good standing, with at least three (3) years of service, the employee shall receive in salary equivalent one-half (1/2) of their accumulated sick leave up to a maximum of 240 hours. Upon retirement or death, the employee will be paid one-half (1/2) of their unused sick leave.
- 22.2 When an employee leaves the employment of the City in good standing, with at least three (3) years of service, the employee shall receive all vacation earned up to the date of termination regardless of anniversary date.
- 22.3 Upon written notification of retirement, an employee may begin to draw sick leave separation pay up to 18 months prior to the employee's last day of employment: The separation pay shall be computed at the rate of pay in effect when the employee receives the pay. The employee shall give notice of retirement prior to August 1 of the year in which payment is to be received.

ARTICLE 23: WAGES

Cost of Living Adjustments (COLA) are as follows:

2022	1.50%
2023	2.00%
2024	2.25%

The City completed a Classification & Compensation Study in 2018, including a new wage structure. Job Title grades in the new structure for LELS 357 employees are as follows:

Patrol Officer Grade "J"

All new employees shall be placed between steps 1 through 3 based on experience and education. They will receive a step increase based on the scale below and meeting the requirements of their position.

All current employees in steps 1 through 5 will be placed in the new wage schedule at their current step and continue to progress based on their time in their position. Any employee currently in step 6 or greater will be placed in the new wage structure (2021) at the step with the wage that is closest to, but greater than, the employee's current wage. Employees will advance one step effective January 1, 2022 or based on their anniversary date of employment if hired after January 1, 2018(if meeting the requirements of their position) and receive the COLA increase reflected in the wage structure shown below for 2022.

2021 placement													
Proposed "Compression"													
Steps	1	2	3	4	5	6	7	8	9	10	11	12	13
Progression	Start	6 months	6 months	6 months	6 months	12 months	12 months	12 months	12 months	12 months	12 months	24 months	24 months
(Cumulative)			(1 year)		(2 years)	(3 years)	(4 years)	(5 years)	(6 years)	(7 years)	(8 years)	(10 years)	(12 years)
Grade 'I'	\$31.40	\$32.31	\$33.21	\$34.10	\$35.00	\$35.92	\$36.87	\$37.84	\$38.83	\$39.85	\$40.90	\$41.98	\$43.08
2022-2024 Wage Scale													
Local 357 LELS Grade Patrol Officer 'J'	2022												
	Progression	Start	6 months	6 months	6 months	6 months	12 months	12 months	12 months	12 months	12 months	12 months	24 months
		\$31.87	\$32.79	\$33.71	\$34.61	\$35.53	\$36.46	\$37.42	\$38.40	\$39.41	\$40.45	\$41.51	\$42.60
	2023	1	2	3	4	5	6	7	8	9	10	11	12
	Progression	Start	6 months	6 months	6 months	6 months	12 months	12 months	12 months	12 months	12 months	12 months	24 months
		\$32.51	\$33.45	\$34.38	\$35.30	\$36.24	\$37.19	\$38.17	\$39.17	\$40.20	\$41.26	\$42.34	\$43.46
	2024	1	2	3	4	5	6	7	8	9	10	11	12
	Progression	Start	6 months	6 months	6 months	6 months	12 months	12 months	12 months	12 months	12 months	12 months	24 months
		\$33.24	\$34.20	\$35.16	\$36.10	\$37.05	\$38.03	\$39.03	\$40.05	\$41.11	\$42.19	\$43.30	\$44.43
													\$45.60

ARTICLE 24. UNIFORMS

The Employer shall furnish the total uniform of the sworn police personnel. The cleaning and routine repair of the uniform issued shall be the responsibility of the employee with the City paying a \$45 per month maintenance allowance in December of each year, unless otherwise requested. In addition to the above compensation the Employer will provide up to one hundred sixty dollars (\$160.00), payable the last pay period preceding December 25th of each year, towards the purchase of approved footwear and is taxable as wages unless a receipt of purchase is presented.

ARTICLE 25. SPECIAL DUTY PAY

Sworn personnel assigned unique additional responsibilities as defined by the Employer shall receive \$1.50 per hour in addition to their regular rate of pay while working a special duty assignment (FTO, SWAT, Mobile Field Force, Use of Force Instructor, and Firearms Instructor) which has been made in writing. Investigations Unit, SRO, K9, will receive \$480 per month while assigned. Reasonable notice shall be given for shift changes and they shall not be arbitrary.

Special duty assignments are at the sole discretion of the management and are not grievable under the terms of this contract.

ARTICLE 26. SHIFT DIFFERENTIAL

Employees will receive a shift differential of seventy-five cents (\$0.75) per hour for their entire shift if half of their hours on the shift are between 5:00 p.m. and 7:00 a.m. Shift differential shall be paid for hours worked and for paid time off, such as vacation and sick hours, used for scheduled shifts to which the shift differential applies.

ARTICLE 27. TRAINING

The City will pay overtime for mandatory training required by written department policy, which is not part of a regular shift. Approved training, not required, will be at regular rate of pay.

ARTICLE 28. CONTINUING EDUCATION

The City shall reimburse tuition and book expenses to the employee upon satisfactory completion of a recognized course of job related instruction. Such job related instruction must be reviewed and approved by the City Administrator or their designee prior to the initiation of cost in order to be eligible for reimbursement. Such eligible reimbursement is entered into individually by the employee and City and a reimbursement to the City is required should the employee terminate their employment early, as per to the schedule given at time of acceptance to the individual. Job related instruction does not include mandatory training necessary to maintain minimum licensing requirements.

ARTICLE 29. DURATION

The duration of this contract is to be three (3) years effective January 1, 2022, through December 31, 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2021.

FOR THE CITY OF FARIBAULT:

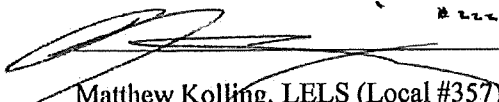
Mayor

City Administrator

FOR LAW ENFORCEMENT LABOR
SERVICES, INC.



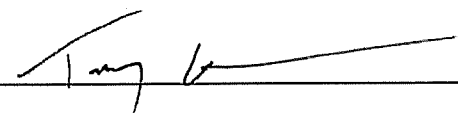
Terry Olson, L.E.L.S. B.A.



Matthew Kolling, LELS (Local #357) President



Matt Shuda, LELS (Local #357) Vice President



Tony Larson, LELS (Local #357) Steward



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Manager
MEETING DATE: November 23, 2021
SUBJECT: Resolution 2021-250 Adopting the 2022-2024 Non-Union Compensation Plan

Background:

The City negotiating team met with many of the labor groups within the City, and was able to get tentative agreements between some of the groups. This allows for a consistency within contracts and a road map to develop the Non-Union Compensation Plan for 2022-2024. City Administration met with the non-union employees on November 3, 2021 to go over the Compensation Plan as set forth. Staff recommends Resolution 2021-250, adopting the Non-Union Compensation Plan for 2022-2024.

Recommendation:

Approve Resolution 2021-250, Adopting the 2022-2024 Non-Union Compensation Plan

Attachments:

1. Resolution 2021-250 Adopting the 2022-2024 Non-Union Compensation Plan

CITY OF FARIBAULT

RESOLUTION #2021-250

ADOPTING THE 2022-2024 Non-UNION COMPENSATION PLAN

WHEREAS, the City Council establishes an annual Compensation Plan consisting of policy directives and compensation for all non-union City of Faribault employees in various positions; and

WHEREAS, the Compensation Plan should be adjusted from time to time in consideration of the changes in the cost of living, market conditions, and position evaluations.

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

- 0.1 The following Compensation Plan, including all Exhibits, is hereby adopted for the positions listed.

SECTION 1 - EFFECTIVE DATE

1.1 Duration

This Resolution shall remain in effect until December 31, 2024 or until otherwise amended or repealed.

SECTION 2 - COMPENSATION PROVISIONS

2.1 Compensation Ranges

Compensation (wage) ranges are assigned to non-union positions through grades and steps as outlined in Exhibit A. The number of steps in the wage schedule is being reduced from sixteen (16) to thirteen (13) for 2022 and beyond, requiring employees to be transitioned from their current step in the existing 2021 schedule to a revised 2021 schedule.

All current employees in steps 1 through 5 will be placed in the revised 2021 wage schedule at their current step and continue to progress based on their time in their position. Any employee in step 6 or greater before the end of 2021 will be placed in the revised 2021 wage schedule at the

step with a wage that is closest to, but equal to or greater than, the employee's current wage. Employees will advance one step effective January 1, 2022 or based on their anniversary date of employment if hired after January 1, 2018 (if meeting the requirements of their position or not at the revised step 12 and received a step increase in 2021) and receive the COLA increase reflected in the wage structure shown in Exhibit A for 2022.

Factors used for establishing the appropriate grade and step within the compensation range for new or existing employees shall include the following factors:

- a) The external or market compensation paid to similar positions outside of the city organization; and
- b) The internal compensation paid to positions within the city organization with similar job responsibilities and difficulty; and
- c) The past and current job performance of the individual employee; and
- d) The experience and knowledge of the individual employee.

2.2 Employee Progression

- a) The City Administrator shall recommend to the City Council non-union employee's starting grade and step within the Compensation Plan.
- b) All non-union employees shall be subject to a written and documented performance evaluation by their immediate supervisor and Department Director. The performance evaluation shall be completed on the employee's initial six-month anniversary date and on future dates as listed in their offer letter of employment. The evaluation shall be discussed with the City Administrator prior to being discussed with the employee.
- c) With the City Administrator's approval, an annual performance evaluation that results in a satisfactory performance report will entitle the employee to progress to the next step in their grade. A less than satisfactory performance will result no increase until their performance improves.

- d) With the City Administrator's approval, employees can progress through Steps 1-5 on a semi-annual basis one step at a time; through Steps 5-12 on an annual basis one step at a time; and from Step 12 to Step 13 on a biannual basis, thereby reaching the maximum step.

2.3 Additional Compensation

The City Administrator and/or City Council shall have the authority to additionally compensate employees whose work performance is determined to be exceptional. The compensation may be distributed in one or more of the following forms:

- a) Lump sum merit pay not to exceed five (5) percent of the employee's annual wage rate or \$5,000, whichever is less.
- b) Larger than normal increase (permanent or temporary) within the employee's wage range.
- c) The award of additional day(s) of administrative leave beyond that allowed by Section 4.4 of this resolution.

SECTION 3 - MISCELLANEOUS PAY PROVISIONS

3.1 Transportation Expenses

Any employee who is required to use their personal automobile for City business shall be reimbursed at the rate that is currently paid by the Federal Government, if they do not receive a vehicle allowance.

The City Administrator may establish a vehicle allowance of up to \$375.00 per month for department heads/management-level staff based upon travel requirements, provision/availability of City-owned vehicles, and related factors. Vehicle allowance will be treated as compensation for purposes of state and federal income reporting.

3.2 Uniform Allowance

A payment of \$45.00 per month shall be made to individuals serving in the positions of Police Chief, Police Captain, Community Services Officer Supervisor and Director of Fire and Emergency Management. This payment shall be for the purpose of compensating these individuals for the furnishing, cleaning, and maintenance of a required uniform—any other uniform related expenses shall be the responsibility of the employee. The supervisor of any personnel who receive a clothing

allowance or receive clothing pursuant to a collective bargaining agreement may be provided the same clothing allowance provision if it is determined work necessary.

3.3 Conference per Diem

The City shall provide a per diem as a meal allowance in the event of overnight travel as outlined in the adopted City's Personnel Policies. The employee shall be paid in advance of the meeting or conference. Each year, the Finance Department typically provides a memorandum detailing the mileage and per diem rates to be used for that year. Conference attendance must be approved by the City Administrator. Travel outside the state of Minnesota shall be subject to approval as outlined in the City's Personnel Policies.

SECTION 4 - LEAVE BENEFITS

4.1 Holidays

Non-union employees shall have the following holidays enumerated:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

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

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

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

4.2 Vacation

The vacation schedule is based on full-time equivalency.

Employees who have been employed uninterruptedly with no breaks in employment except for brief layoffs which are directed by management shall be eligible for a paid vacation at their regular rate of pay pursuant to the following schedule: vacation will be earned at the rate of 80 hours per year for the first five (5) years of employment; at the rate of 120 hours per year for 6-10 years of employment; and at the rate of 160 hours per year thereafter.

Unless other terms or conditions are specified under an accepted offer of employment, newly hired employees shall be credited with 40 hours of vacation and accrue at the rate of 1.54 hours per pay period for the first year (totaling 80 hours vacation accrual for year 1). After year 1, vacation will be earned at the monthly rate of 3.08 hours per pay period for years 2 through 5, and thereafter on the rates outlined above.

Employees will earn additional vacation day(s) per the total years of service with the City of Faribault. Accrual day(s) will commence on the employees anniversary date of hire per the chart below:

Years of service	Extra day(s) of vacation
10-14 years	1 day
15-19 years	3 days
20+ years	5 days

A newly hired employee may be limited on the use of vacation leave in their first six months of employment, unless agreed to at the time of hire or approved by the employee's supervisor and Department Head, so as to progress through initial job training. At any time during the calendar year, the employee may be compensated at a rate of one day's pay for each vacation day accumulated, not to exceed a total of 25% of an employee's annual vacation accrual in that year or forty (40) hours, whichever is less, provided that the employee has taken at least ten (10) days (eighty (80) hours) of vacation and/or administrative leave.

Employees earning vacation at a rate of 80 hours per year may not accumulate more than 140 hours. Employees earning vacation at the rate of 120 hours per year may not accumulate more than 200 hours. Employees earning vacation at the rate of 160 hours per year may not accumulate more than 260 hours.

Vacation must be taken so as not to jeopardize sufficient municipal operations at any time by written request from the employee to the Department Director or City Administrator. Employees will not be allowed to accumulate vacation in excess of the maximum amounts previously specified unless they were specifically asked to forego a portion of their vacation in writing by the City Administrator. If it is necessary for the City Administrator to request that an employee forego a portion of his/her vacation time, the employee will be entitled to use that portion previously accumulated during the next succeeding six months.

4.3 Sick Leave

Sick leave shall be compensated for at the regular rate of pay. Sick leave may be legitimately used for personal injury, illness or appointments.

Employees must use sick leave in increments of a minimum of one (1) hour increments with supervisor approval. Employees shall be allowed to use sick leave for their own personal injury or illness as needed, except that in order to qualify for sick leave, an employee must report that he/she is sick no later than one hour before the time for which he/she is scheduled to report to work. This one hour restriction shall not apply to employees who become sick while at work. Employees on sick leave for their own personal injury or illness for more than three consecutive days may be required to submit a physician's statement of illness. Employees may be required to submit a physician's statement of illness after one day, if that day is immediately before or after a holiday or regularly scheduled day off. Any employee who has exhausted his/her sick leave and requires additional sick leave may substitute vacation for the same.

Sick leave is accrued based on full-time equivalency. Employees shall accrue 168 hours per year except employees hired after December 31, 1998 shall accrue at 120 hours per year.

Employees shall be compensated at a rate of eight (8) hours of pay for each twenty-four (24) hours of unused sick leave in excess of a maximum accumulation of 500 hours. Employees having more than 480 hours accumulation on January 1, 1980, who elected to retain an accrual cap of 1440 hours shall retain such accumulation for sick leave usage and termination consideration. Sick leave compensation shall occur the first pay period of December of each year.

When an employee is eligible for Worker's Compensation payments, he/she may supplement these payments with a prorated portion of any accumulated sick leave so that the combination of the two benefits will equal his/her net pay. Net pay is defined for these purposes as regular

pay received from a standard work week less mandatory deductions which include federal and state taxes, social security, Medicare, PERA and wage garnishments. If he/she should exhaust his/her accumulated sick leave, he/she will receive Worker's Compensation payments only.

An employee may use personal sick leave benefits for absences due to an illness of or injury to the employee's child, as defined in Minnesota Statute 181.940, Subd. 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

An employee may use sick leave for safety leave for such reasonable periods of time as may be necessary for the purpose of providing assistance to the employee or assistance to the relatives, because of sexual assault, domestic abuse, or stalking.

The use of sick leave for safety leave or for absences due to the illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent is limited to up to 160 hours in any 12-month period. This does not apply to absences due to the illness or injury of a child, as defined in Minnesota Statute 181.940, Subd. 4.

4.4 Administrative Leave

City Administrator and/or City Council may compensate an employee up to five (5) days of administrative leave. Said leave may be carried over from year to year. Employees may not accumulate more than 120 hours. At any time during the calendar year, the employee may be compensated at a rate of one day's pay for each administrative leave day accumulated.

4.5 Emergency Leave

Emergency Leave may be granted to an employee in the event of serious illness or other emergency in the family of said employee. Employees in need of such leave shall make application to the City Administrator. Such time as is granted shall be charged against the employee's sick leave account. The rate of charge against the sick leave account shall be that of the actual time absent from work. The granting of such emergency leave shall not be unreasonable or arbitrarily withheld.

4.6 Jury Duty

All employees will receive a leave of absence when called for jury duty. The employee will be paid at their regular rate of pay by the City. The employee shall in turn submit to the City the amount of jury duty pay received, minus mileage reimbursements. Jury duty notices shall be reported to an employee's supervisor on the first working day following the receipt of the jury summons.

4.7 Funeral Leave

Employees are allowed to use up three (3) days for the death of an immediate family member, with pay, as funeral leave upon the death of an immediate family member. One (1) day of paid funeral leave is provided to an Employee in the event of the death of any another family member. Immediate family members include an Employee's spouse, parents, children, siblings, grandparents, grandchildren, similarly-related step relationships, in-laws, and domestic partners. Other family members include aunts, uncles, nieces, nephews, and similarly related in-laws. Funeral leave will not be deducted from the Employee's vacation or sick leave balances. Employees may request additional time off for a longer leave or to attend the funeral of a more distant relative or friend. Prior approval of the applicable Department Director and City Administrator is required, and if allowed, such leave actually used by the Employee will be charged against the Employee's sick leave account if they have exhausted all other leave balances.

4.8 Personal Leave of Absence

An employee may request a personal leave of absence without pay. All requests for personal leaves of absence shall state the reason for which the request is made in writing to the City Administrator. The City Administrator may grant personal leaves of absence up to two (2) weeks in duration. Leaves of absence for more than two (2) weeks shall be presented to the City Council. While on a personal leave of absence without pay, an employee shall retain seniority; however, they will not accrue any sick or vacation leave. If the leave exceeds two (2) weeks, the employee may maintain health insurance coverage under the City's policy at their own expense.

SECTION 5 - INSURANCE BENEFITS

5.1 Health Insurance

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

<u>Plan</u>	<u>Coverage</u>		
\$2800 Deductible	Single	Single+1	Family
Employer Percentage	92%	87%	82%
Employee Percentage	8%	13%	18%
\$1400 Deductible	Single	Single+1	Family
Employer Percentage	82%	77%	72%
Employee Percentage	18%	23%	28%

The City will match an Employee's contribution to their Health Savings Account (H.S.A.) under the City H.S.A. plan up to \$55.00/month for 2022, \$56.10/month for 2023, and \$57.36/month for 2024. Employer contributions into the H.S.A. plan will be made on a pro-rata basis twice monthly.

If any other group or individual employed by the City receives contribution levels for insurance exceeding the negotiated contributions stated in this Agreement, this group would also receive those increased contributions. The employee's portion of the premium cost shall be paid through payroll deduction.

5.2 Retired Health Insurance

The City will allow retired employees to continue on as members in the health insurance program, provided insurance is not available due to other employment. The retired employee shall reimburse the City for the entire cost of the health insurance program.

5.3 Life Insurance

The City will provide at no cost to the employee a term life insurance policy in the amount of twice the employee's annual salary. The City will provide double indemnity life insurance in the event of an accidental death.

5.4 Long Term Disability

The City will provide, without cost to the employee, long term disability insurance, which will provide 66.6% of normal compensation to a maximum per month payable to the age of 65 and commencing on the 91st day of disability.

An employee once disabled and collecting long term disability benefits on the 91st day shall not accrue vacation, holiday time or sick leave and accrual of said benefits shall not begin until such time the disability stops and the employee returns to permanent duty.

SECTION 6 - MISCELLANEOUS BENEFITS

6.1 Tuition Reimbursement

The City shall reimburse tuition and book expenses to the employee upon satisfactory completion of a recognized course of job related instruction. Such job related instruction must be reviewed and approved by the City Administrator prior to the initiation of cost in order to be eligible for reimbursement. Job related instruction does not include mandatory training necessary to maintain minimum licensing requirements. The City may require a partial or full repayment agreement to be executed between the employee and the City. A repayment agreement must be executed if the continuing education program is determined to be in excess of the tuition cost which could be incurred in a state supported entity; is a graduate program committed to over a period of two or three years; is a technical specialty in excess of the minimum requirements of the position. Such repayment agreement shall take into account the total amount to be repaid on a pro-rata basis and shall be effective if an employee terminates his/her employment at any time during a three year period after receiving reimbursement or upon completion of the program.

6.2 Pension

The City will pay the established percentage rate of wages to the Public Employees Retirement Association (PERA) plan which applies to the employee.

6.3 Retirement

Retirement age will be in accordance with applicable state and federal laws.

6.4 Deferred Compensation

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

6.5 Termination Consideration

When an employee leaves the employment of the City in good standing (has given proper termination notice, has turned in all City equipment and is not being terminated for cause) they shall receive accrued vacation, floating holidays and administrative leave. Additionally, employees with at least three (3) years of service shall receive one-half (1/2) of their accumulated sick leave (maximum accumulation of 500 hours). Balances in excess of 500 hours will be paid at one-third. Employees hired before January 1, 1980, will receive in salary equivalent, one-half of their maximum accumulated sick leave (maximum accumulation of 1,440 hours). Balances in excess of 1,440 hours will be paid at one-third.

An employee, who is obligated to make a repayment to the City for continuing education benefits, shall have said repayment deducted from their termination compensation pay or benefits. The repayment shall be deducted at the time the employee provides notice to the City and the amount of the deduction shall be in accordance with the terms and conditions set forth in the signed City of Faribault Agreement With Regards to Continuing Education placed in employee's personnel file.

Date Adopted: November 23, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A

2021 Wages (/hr.) - Revised Step Structure		Step Progression	1 Start	2 6 months	3 6 months	4 6 months	5 6 months	6 12 months	7 12 months	8 12 months	9 12 months	10 12 months	11 12 months	12 12 months	13 24 months
Non-Union Job Title	Grade														
City Administrator	V		64.91	66.77	68.62	70.48	72.33	74.23	76.18	78.19	80.24	82.36	84.52	86.74	89.02
Finance Director	S		53.95	55.49	57.03	58.57	60.11	61.69	63.31	64.98	66.69	68.44	70.24	72.09	73.98
Director of Engineering	S		53.95	55.49	57.03	58.57	60.11	61.69	63.31	64.98	66.69	68.44	70.24	72.09	73.98
Chief of Police	S		53.95	55.49	57.03	58.57	60.11	61.69	63.31	64.98	66.69	68.44	70.24	72.09	73.98
Director of Public Works	S		53.95	55.49	57.03	58.57	60.11	61.69	63.31	64.98	66.69	68.44	70.24	72.09	73.98
Community & Economic Dev Director	S		53.95	55.49	57.03	58.57	60.11	61.69	63.31	64.98	66.69	68.44	70.24	72.09	73.98
Parks and Recreation Director	R		50.91	52.36	53.82	55.27	56.72	58.21	59.74	61.31	62.93	64.58	66.28	68.02	69.81
Fire Chief	R		50.91	52.36	53.82	55.27	56.72	58.21	59.74	61.31	62.93	64.58	66.28	68.02	69.81
Library Director	R		50.91	52.36	53.82	55.27	56.72	58.21	59.74	61.31	62.93	64.58	66.28	68.02	69.81
Human Resources Manager	Q		48.46	49.85	51.24	52.63	54.00	55.42	56.88	58.37	59.91	61.48	63.10	64.76	66.47
Police Captain	O		43.59	44.83	46.08	47.33	48.57	49.85	51.16	52.50	53.88	55.30	56.76	58.25	59.78
Engineering Supervisor	M		38.72	39.82	40.92	42.04	43.14	44.27	45.44	46.63	47.86	49.12	50.41	51.74	53.10
PW Superintendent	M		38.72	39.82	40.92	42.04	43.14	44.27	45.44	46.63	47.86	49.12	50.41	51.74	53.10
Building Official	M		38.72	39.82	40.92	42.04	43.14	44.27	45.44	46.63	47.86	49.12	50.41	51.74	53.10
Librarian	L		36.28	37.32	38.34	39.38	40.42	41.48	42.57	43.69	44.84	46.02	47.23	48.47	49.75
City Planner	L		36.28	37.32	38.34	39.38	40.42	41.48	42.57	43.69	44.84	46.02	47.23	48.47	49.75
Accounting Supervisor	L		36.28	37.32	38.34	39.38	40.42	41.48	42.57	43.69	44.84	46.02	47.23	48.47	49.75
IT Coordinator	L		36.28	37.32	38.34	39.38	40.42	41.48	42.57	43.69	44.84	46.02	47.23	48.47	49.75
Community Development Coordinator	K		33.85	34.81	35.79	36.75	37.72	38.71	39.73	40.78	41.85	42.95	44.08	45.24	46.42
Economic Development Coordinator	K		33.85	34.81	35.79	36.75	37.72	38.71	39.73	40.78	41.85	42.95	44.08	45.24	46.42
Planning Coordinator	K		33.85	34.81	35.79	36.75	37.72	38.71	39.73	40.78	41.85	42.95	44.08	45.24	46.42
GIS Coordinator	K		33.85	34.81	35.79	36.75	37.72	38.71	39.73	40.78	41.85	42.95	44.08	45.24	46.42
Senior Accountant	J		31.40	32.31	33.21	34.10	35.00	35.92	36.87	37.83	38.83	39.85	40.90	41.97	43.08
Building Inspector	J		31.40	32.31	33.21	34.10	35.00	35.92	36.87	37.83	38.83	39.85	40.90	41.97	43.08
Community Services Officer Supervisor	I		28.97	29.80	30.63	31.46	32.28	33.13	34.00	34.89	35.81	36.75	37.72	38.71	39.73
Fire & Property Maintenance Inspector	I		28.97	29.80	30.63	31.46	32.28	33.13	34.00	34.89	35.81	36.75	37.72	38.71	39.73
Recreation Program Coordinator	I		28.97	29.80	30.63	31.46	32.28	33.13	34.00	34.89	35.81	36.75	37.72	38.71	39.73
Assistant to the City Administrator	H		26.53	27.30	28.05	28.80	29.57	30.35	31.15	31.96	32.81	33.67	34.55	35.46	36.39
Records Supervisor	H		26.53	27.30	28.05	28.80	29.57	30.35	31.15	31.96	32.81	33.67	34.55	35.46	36.39
Payroll Benefits Specialist	H		26.53	27.30	28.05	28.80	29.57	30.35	31.15	31.96	32.81	33.67	34.55	35.46	36.39
Communications Coordinator	H		26.53	27.30	28.05	28.80	29.57	30.35	31.15	31.96	32.81	33.67	34.55	35.46	36.39
IT Technician	H		26.53	27.30	28.05	28.80	29.57	30.35	31.15	31.96	32.81	33.67	34.55	35.46	36.39

2022 Wages (/hr.) - 1.50% COLA		Step Progression	1 Start	2 6 months	3 6 months	4 6 months	5 6 months	6 12 months	7 12 months	8 12 months	9 12 months	10 12 months	11 12 months	12 12 months	13 24 months
Non-Union Job Title	Grade														
City Administrator	V		65.88	67.77	69.65	71.54	73.41	75.35	77.33	79.36	81.45	83.59	85.79	88.05	90.36
Finance Director	S		54.76	56.32	57.89	59.45	61.01	62.62	64.26	65.95	67.69	69.47	71.29	73.17	75.09
Director of Engineering	S		54.76	56.32	57.89	59.45	61.01	62.62	64.26	65.95	67.69	69.47	71.29	73.17	75.09
Chief of Police	S		54.76	56.32	57.89	59.45	61.01	62.62	64.26	65.95	67.69	69.47	71.29	73.17	75.09
Director of Public Works	S		54.76	56.32	57.89	59.45	61.01	62.62	64.26	65.95	67.69	69.47	71.29	73.17	75.09
Community & Economic Dev Director	S		54.76	56.32	57.89	59.45	61.01	62.62	64.26	65.95	67.69	69.47	71.29	73.17	75.09
Parks and Recreation Director	R		51.67	53.15	54.63	56.10	57.57	59.08	60.64	62.23	63.87	65.55	67.27	69.04	70.86
Fire Chief	R		51.67	53.15	54.63	56.10	57.57	59.08	60.64	62.23	63.87	65.55	67.27	69.04	70.86
Library Director	R		51.67	53.15	54.63	56.10	57.57	59.08	60.64	62.23	63.87	65.55	67.27	69.04	70.86
Human Resources Manager	Q		49.19	50.60	52.01	53.42	54.81	56.25	57.73	59.25	60.81	62.41	64.05	65.73	67.47
Police Captain	O		44.24	45.50	46.77	48.04	49.30	50.60	51.93	53.29	54.69	56.13	57.61	59.12	60.68
Engineering Supervisor	M		39.30	40.42	41.53	42.67	43.79	44.94	46.12	47.33	48.58	49.86	51.17	52.51	53.90
PW Superintendent	M		39.30	40.42	41.53	42.67	43.79	44.94	46.12	47.33	48.58	49.86	51.17	52.51	53.90
Building Official	M		39.30	40.42	41.53	42.67	43.79	44.94	46.12	47.33	48.58	49.86	51.17	52.51	53.90
Librarian	L		36.82	37.88	38.92	39.97	41.03	42.11	43.21	44.35	45.52	46.71	47.94	49.20	50.50
City Planner	L		36.82	37.88	38.92	39.97	41.03	42.11	43.21	44.35	45.52	46.71	47.94	49.20	50.50
Accounting Supervisor	L		36.82	37.88	38.92	39.97	41.03	42.11	43.21	44.35	45.52	46.71	47.94	49.20	50.50
IT Coordinator	L		36.82	37.88	38.92	39.97	41.03	42.11	43.21	44.35	45.52	46.71	47.94	49.20	50.50
Community Development Coordinator	K		34.36	35.33	36.33	37.30	38.29	39.29	40.33	41.39	42.48	43.59	44.74	45.92	47.12
Economic Development Coordinator	K		34.36	35.33	36.33	37.30	38.29	39.29	40.33	41.39	42.48	43.59	44.74	45.92	47.12
Planning Coordinator	K		34.36	35.33	36.33	37.30	38.29	39.29	40.33	41.39	42.48	43.59	44.74	45.92	47.12
GIS Coordinator	K		34.36	35.33	36.33	37.30	38.29	39.29	40.33	41.39	42.48	43.59	44.74	45.92	47.12
Senior Accountant	J		31.87	32.79	33.71	34.61	35.53	36.46	37.42	38.40	39.41	40.45	41.51	42.60	43.73
Building Inspector	J		31.87	32.79	33.71	34.61	35.53	36.46	37.42	38.40	39.41	40.45	41.51	42.60	43.73
Community Services Officer Supervisor	I		29.40	30.25	31.09	31.93	32.76	33.63	34.51	35.42	36.35	37.31	38.29	39.29	40.33
Fire & Property Maintenance Inspector	I		29.40	30.25	31.09	31.93	32.76	33.63	34.51	35.42	36.35	37.31	38.29	39.29	40.33
Recreation Program Coordinator	I		29.40	30.25	31.09	31.93	32.76	33.63	34.51	35.42	36.35	37.31	38.29	39.29	40.33
Assistant to the City Administrator	H		26.93	27.71	28.47	29.23	30.01	30.80	31.61	32.44	33.30	34.17	35.07	35.99	36.94
Records Supervisor	H		26.93	27.71	28.47	29.23	30.01	30.80	31.61	32.44	33.30	34.17	35.07	35.99	36.94
Payroll Benefits Specialist	H		26.93	27.71	28.47	29.23	30.01	30.80	31.61	32.44	33.30	34.17	35.07	35.99	36.94
Communications Coordinator	H		26.93	27.71	28.47	29.23	30.01	30.80	31.61	32.44	33.30	34.17	35.07	35.99	36.94
IT Technician	H		26.93	27.71	28.47	29.23	30.01	30.80	31.61	32.44	33.30	34.17	35.07	35.99	36.94

Exhibit A (Continued)

2023 Wages (/hr.) - 2.00% COLA		Grade	Step Progression	1	2	3	4	5	6	7	8	9	10	11	12	13
Non-Union Job Title				Start	6 months	6 months	6 months	6 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	24 months
City Administrator	V			67.20	69.13	71.04	72.97	74.88	76.85	78.87	80.95	83.08	85.26	87.50	89.81	92.17
Finance Director	S			55.85	57.45	59.04	60.64	62.23	63.87	65.55	67.27	69.04	70.86	72.72	74.63	76.59
Director of Engineering	S			55.85	57.45	59.04	60.64	62.23	63.87	65.55	67.27	69.04	70.86	72.72	74.63	76.59
Chief of Police	S			55.85	57.45	59.04	60.64	62.23	63.87	65.55	67.27	69.04	70.86	72.72	74.63	76.59
Director of Public Works	S			55.85	57.45	59.04	60.64	62.23	63.87	65.55	67.27	69.04	70.86	72.72	74.63	76.59
Community & Economic Dev Director	S			55.85	57.45	59.04	60.64	62.23	63.87	65.55	67.27	69.04	70.86	72.72	74.63	76.59
Parks and Recreation Director	R			52.71	54.21	55.72	57.22	58.72	60.27	61.85	63.48	65.15	66.86	68.62	70.42	72.28
Fire Chief	R			52.71	54.21	55.72	57.22	58.72	60.27	61.85	63.48	65.15	66.86	68.62	70.42	72.28
Library Director	R			52.71	54.21	55.72	57.22	58.72	60.27	61.85	63.48	65.15	66.86	68.62	70.42	72.28
Human Resources Manager	Q			50.17	51.61	53.05	54.49	55.91	57.38	58.89	60.43	62.02	63.65	65.33	67.05	68.82
Police Captain	O			45.13	46.41	47.71	49.00	50.28	51.61	52.96	54.36	55.79	57.25	58.76	60.31	61.90
Engineering Supervisor	M			40.09	41.23	42.36	43.52	44.66	45.84	47.04	48.28	49.55	50.85	52.19	53.56	54.98
PW Superintendent	M			40.09	41.23	42.36	43.52	44.66	45.84	47.04	48.28	49.55	50.85	52.19	53.56	54.98
Building Official	M			40.09	41.23	42.36	43.52	44.66	45.84	47.04	48.28	49.55	50.85	52.19	53.56	54.98
Librarian	L			37.56	38.64	39.69	40.77	41.85	42.95	44.08	45.24	46.43	47.65	48.90	50.19	51.51
City Planner	L			37.56	38.64	39.69	40.77	41.85	42.95	44.08	45.24	46.43	47.65	48.90	50.19	51.51
Accounting Supervisor	L			37.56	38.64	39.69	40.77	41.85	42.95	44.08	45.24	46.43	47.65	48.90	50.19	51.51
IT Coordinator	L			37.56	38.64	39.69	40.77	41.85	42.95	44.08	45.24	46.43	47.65	48.90	50.19	51.51
Community Development Coordinator	K			35.04	36.04	37.05	38.05	39.05	40.08	41.13	42.21	43.32	44.46	45.63	46.83	48.07
Economic Development Coordinator	K			35.04	36.04	37.05	38.05	39.05	40.08	41.13	42.21	43.32	44.46	45.63	46.83	48.07
Planning Coordinator	K			35.04	36.04	37.05	38.05	39.05	40.08	41.13	42.21	43.32	44.46	45.63	46.83	48.07
GIS Coordinator	K			35.04	36.04	37.05	38.05	39.05	40.08	41.13	42.21	43.32	44.46	45.63	46.83	48.07
Senior Accountant	J			32.51	33.45	34.38	35.30	36.24	37.19	38.17	39.17	40.20	41.26	42.34	43.46	44.60
Building Inspector	J			32.51	33.45	34.38	35.30	36.24	37.19	38.17	39.17	40.20	41.26	42.34	43.46	44.60
Community Services Officer Supervisor	I			29.99	30.85	31.71	32.57	33.42	34.30	35.20	36.13	37.08	38.05	39.05	40.08	41.14
Fire & Property Maintenance Inspector	I			29.99	30.85	31.71	32.57	33.42	34.30	35.20	36.13	37.08	38.05	39.05	40.08	41.14
Recreation Program Coordinator	I			29.99	30.85	31.71	32.57	33.42	34.30	35.20	36.13	37.08	38.05	39.05	40.08	41.14
Assistant to the City Administrator	H			27.47	28.26	29.04	29.82	30.61	31.42	32.25	33.09	33.96	34.86	35.77	36.71	37.68
Records Supervisor	H			27.47	28.26	29.04	29.82	30.61	31.42	32.25	33.09	33.96	34.86	35.77	36.71	37.68
Payroll Benefits Specialist	H			27.47	28.26	29.04	29.82	30.61	31.42	32.25	33.09	33.96	34.86	35.77	36.71	37.68
Communications Coordinator	H			27.47	28.26	29.04	29.82	30.61	31.42	32.25	33.09	33.96	34.86	35.77	36.71	37.68
IT Technician	H			27.47	28.26	29.04	29.82	30.61	31.42	32.25	33.09	33.96	34.86	35.77	36.71	37.68

2024 Wages (/hr.) - 2.25% COLA		Grade	Step Progression	1	2	3	4	5	6	7	8	9	10	11	12	13
Non-Union Job Title				Start	6 months	6 months	6 months	6 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	24 months
City Administrator	V			68.71	70.68	72.64	74.61	76.57	78.58	80.65	82.77	84.95	87.18	89.47	91.83	94.24
Finance Director	S			57.11	58.74	60.37	62.00	63.63	65.31	67.02	68.79	70.59	72.45	74.36	76.31	78.31
Director of Engineering	S			57.11	58.74	60.37	62.00	63.63	65.31	67.02	68.79	70.59	72.45	74.36	76.31	78.31
Chief of Police	S			57.11	58.74	60.37	62.00	63.63	65.31	67.02	68.79	70.59	72.45	74.36	76.31	78.31
Director of Public Works	S			57.11	58.74	60.37	62.00	63.63	65.31	67.02	68.79	70.59	72.45	74.36	76.31	78.31
Community & Economic Dev Director	S			57.11	58.74	60.37	62.00	63.63	65.31	67.02	68.79	70.59	72.45	74.36	76.31	78.31
Parks and Recreation Director	R			53.89	55.43	56.97	58.51	60.04	61.62	63.24	64.91	66.61	68.37	70.16	72.01	73.90
Fire Chief	R			53.89	55.43	56.97	58.51	60.04	61.62	63.24	64.91	66.61	68.37	70.16	72.01	73.90
Library Director	R			53.89	55.43	56.97	58.51	60.04	61.62	63.24	64.91	66.61	68.37	70.16	72.01	73.90
Human Resources Manager	Q			51.30	52.77	54.24	55.71	57.16	58.67	60.21	61.79	63.42	65.09	66.80	68.56	70.37
Police Captain	O			46.14	47.46	48.78	50.10	51.42	52.77	54.16	55.58	57.04	58.54	60.08	61.66	63.29
Engineering Supervisor	M			40.99	42.15	43.32	44.50	45.67	46.87	48.10	49.37	50.66	52.00	53.36	54.77	56.21
PW Superintendent	M			40.99	42.15	43.32	44.50	45.67	46.87	48.10	49.37	50.66	52.00	53.36	54.77	56.21
Building Official	M			40.99	42.15	43.32	44.50	45.67	46.87	48.10	49.37	50.66	52.00	53.36	54.77	56.21
Librarian	L			38.41	39.51	40.59	41.69	42.79	43.91	45.07	46.25	47.47	48.72	50.00	51.32	52.67
City Planner	L			38.41	39.51	40.59	41.69	42.79	43.91	45.07	46.25	47.47	48.72	50.00	51.32	52.67
Accounting Supervisor	L			38.41	39.51	40.59	41.69	42.79	43.91	45.07	46.25	47.47	48.72	50.00	51.32	52.67
IT Coordinator	L			38.41	39.51	40.59	41.69	42.79	43.91	45.07	46.25	47.47	48.72	50.00	51.32	52.67
Community Development Coordinator	K			35.83	36.85	37.89	38.90	39.93	40.98	42.06	43.16	44.30	45.46	46.66	47.89	49.15
Economic Development Coordinator	K			35.83	36.85	37.89	38.90	39.93	40.98	42.06	43.16	44.30	45.46	46.66	47.89	49.15
Planning Coordinator	K			35.83	36.85	37.89	38.90	39.93	40.98	42.06	43.16	44.30	45.46	46.66	47.89	49.15
GIS Coordinator	K			35.83	36.85	37.89	38.90	39.93	40.98	42.06	43.16	44.30	45.46	46.66	47.89	49.15
Senior Accountant	J			33.24	34.20	35.16	36.10	37.05	38.03	39.03	40.05	41.11	42.19	43.30	44.43	45.61
Building Inspector	J			33.24	34.20	35.16	36.10	37.05	38.03	39.03	40.05	41.11	42.19	43.30	44.43	45.61
Community Services Officer Supervisor	I			30.67	31.55	32.42	33.30	34.17	35.07	35.99	36.94	37.91	38.91	39.93	40.98	42.06
Fire & Property Maintenance Inspector	I			30.67	31.55	32.42	33.30	34.17	35.07	35.99	36.94	37.91	38.91	39.93	40.98	42.06
Recreation Program Coordinator	I			30.67	31.55	32.42	33.30	34.17	35.07	35.99	36.94	37.91	38.91	39.93	40.98	42.06
Assistant to the City Administrator	H			28.08	28.90	29.69	30.49	31.30	32.13	32.97	33.84	34.73	35.64	36.58	37.54	38.53
Records Supervisor	H			28.08	28.90	29.69	30.49	31.30	32.13	32.97	33.84	34.73	35.64	36.58	37.54	38.53
Payroll Benefits Specialist	H			28.08	28.90	29.69	30.49	31.30	32.13	32.97	33.84	34.73	35.64	36.58	37.54	38.53
Communications Coordinator	H			28.08	28.90	29.69	30.49	31.30	32.13	32.97	33.84	34.73	35.64	36.58	37.54	38.53
IT Technician	H			28.08	28.90	29.69	30.49	31.30	32.13	32.97	33.84	34.73	35.64	36.58	37.54	38.53

Exhibit B

CITY OF FARIBAULT

ESTABLISHING COMPENSATION FOR PAID ON-CALL FIREFIGHTERS FOR 2022 - 2024

The compensation package for Paid On-Call Firefighters that are employed by the City of Faribault is as follows:

Section 1: The hourly compensation for a probationary Paid On-Call Firefighter is \$15.13 per hour effective January 1, 2022, \$15.44 per hour effective January 1, 2023 and \$15.78 per hour effective January 1, 2024.

Section 2: The hourly compensation for a Paid On-Call Firefighter is \$20.83 per hour effective January 1, 2022, \$21.24 per hour effective January 1, 2023 and \$21.72 per hour effective January 1, 2024.

Section 3: A Paid On-Call Firefighter will receive \$200.00 per twelve months from December 1, 2021 to November 30, 2024 with an active EMT certification.

Section 4: A Paid On-Call Firefighter will receive annual years of service awards, as follows, if performance standards as set forth in Fire Department Policy AP-023 are met:

- 1-5 years of service: \$1,000
- 6-10 years of service: \$1,500
- 11-15 years of service: \$2,000
- 16+ years of service: \$2,500

Section 5: A Paid On-Call Firefighter will receive a two-hour minimum for all paged events.

Section 6: Each Paid On-Call Firefighter will be covered by a \$25,000 life insurance policy obtained by the City of Faribault.

Exhibit C

CITY OF FARIBAULT	
POSITION CLASSIFICATION AND WAGE PLAN FOR 2022, 2023 & 2024	
SEASONAL/TEMPORARY/PART-TIME/NON-BENEFITTED EMPLOYEES	
<u>Group 1</u>	
Concessions and Front Desk	\$12.50 - 15.50
Library Mending Aide	\$11.00 - 14.00
Library Page	\$11.00 - 14.00
Youth Staff	\$12.50 - 15.50
Circulation Desk Aide	\$13.00 - 16.00
Youth Leaders	\$12.75 - 17.00
Lifeguard and Swim Instructor	\$12.75 - 16.00
Building Supervisor	\$12.75 - 17.00
Recreation Supervisor	\$13.00 - 17.00
Parks Seasonal	\$13.00 - 17.00
Pool Manager	\$13.00 - 17.00
Public Works Streets/Utilities/Wastewater Seasonal	\$13.00 - 17.00
Interns - All Departments	\$12.00 - 17.00
Water Fitness Instructor	\$13.00 - 17.00
Aquatics Assistant	\$13.00 - 17.00
Pool Maintenance	\$13.00 - 17.00
Engineering Seasonal	\$13.00 - 17.00
<u>Skilled Instructors/Assistant/Official</u>	
Election Judges	\$13.00
Head Election Judges	\$15.00
Youth Officials (All Sports 4th - 5th grades)	\$12.50 - 16.00
Youth Officials (All Sports 6th - 7th grades)	\$12.50 - 19.00
Aquatics Instructor/Trainer	\$12.50 - 18.00
Swim Lesson Coordinator	\$12.50 - 18.00
Group Exercise Instructor	\$12.50 - 18.00
Taekwondo Instructor	\$13.00 - 20.00
Volleyball Official (1 hr or 45 minute matches)	\$14.00 - 25.00
Cub Football Official	\$14.00 - 26.00/game
Athletic Officials/ Umpires (Certified)	\$20.00 - 26.00/game
Enrichment	Negotiable
Music in the Park Coordinator	Negotiable
Youth Sports Director (All Sports)	Negotiable
At any time the Minnesota State minimum wage requirements are increased, any position that falls below the new minimum wage will be adjusted to the new rate.	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: November 23, 2021
SUBJECT: Resolution 2021-252 Initiate Project and Order Feasibility Report for 2022 MSA Street Reconstruction Improvements - Contract 2022-04

Background:

Attached is a routine resolution initiating a project and ordering a feasibility report for the 2022 MSA Street Reconstruction Improvements - Contract 2022-04, including removals, watermain replacement, sanitary sewer replacement, lot services, storm sewer construction, grading, aggregate base, sidewalk replacement, bituminous paving, turf restoration and related improvements.

The areas proposed to be included in this project are as follows:

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

Staff anticipates following the standard improvement process. A feasibility report will be filed with Council, staff will conduct a public informational meeting, and a public hearing for consideration of the improvements will follow with City Council.

Recommendation:

Approve Resolution 2021-252 Initiate Project and Order Feasibility Report for 2022 MSA Street Reconstruction Improvements - Contract 2022-04

Attachments:

1. Resolution 2021-252 Initiate Project and Order Feasibility Report for 2022 MSA Street Reconstruction Improvements - Contract 2022-04
2. Project Location 2022-04

CITY OF FARIBAULT

RESOLUTION #2021-252

**INITIATE PROJECT AND ORDER FEASIBILITY REPORT FOR 2022 MSA STREET
RECONSTRUCTION IMPROVEMENTS - CONTRACT 2022-04**

WHEREAS, it is proposed to improve the following streets as part of the 2022 MSA Street Reconstruction Improvements - Contract 2022-04 project by including removals, watermain replacement, sanitary sewer replacement, lot services, storm sewer construction, grading, aggregate base, sidewalk replacement, bituminous paving, turf restoration and related improvements:

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

NOW, THEREFORE BE IT RESOLVED, that the proposed improvements be referred to the City staff and they are instructed to report back to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvements are feasible and as to whether they should best be made as proposed or in connection with some other improvements, and to determine the estimated cost of the improvements.

Date Adopted: November 23, 2021

Faribault City Council

Kevin F. Voracek, Mayor

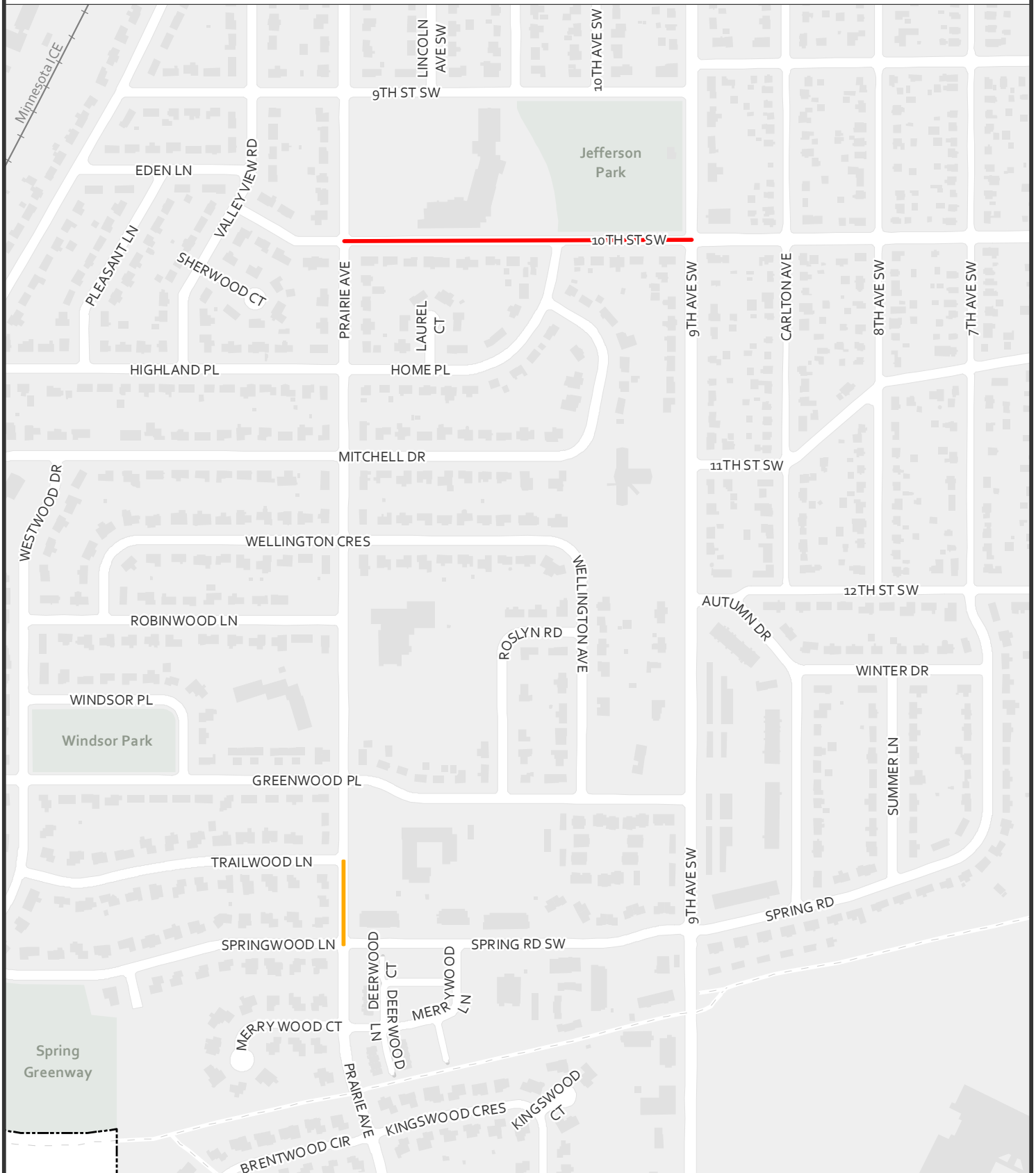
ATTEST:

Timothy C. Murray, City Administrator

Project Location

City Contract 2022-04

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



 Street Reconstruction  Storm Sewer



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: November 23, 2021
SUBJECT: Resolution 2021-253 Initiate Project and Order Feasibility Report for 2022 Calvary Drive Street and Utility Extension Improvements - Contract 2022-05

Background:

Attached is a routine resolution initiating a project and ordering a feasibility report for the 2022 Calvary Drive Street and Utility Extension Improvements - Contract 2022-05, including removals, watermain construction, sanitary sewer construction, lot services, storm sewer construction, grading, aggregate base, bituminous paving, turf restoration and related improvements.

The areas proposed to be included in this project are as follows:

Calvary Drive	(38th Avenue to Calvary Cemetery)
38th Avenue SW	(TH 60 to Calvary Drive)

Staff anticipates following the standard improvement process. A feasibility report will be filed with the Council, staff will conduct a public informational meeting, and a public hearing for consideration of the improvements will follow with the City Council.

Recommendation:

Approve Resolution 2021-253 Initiate Project and Order Feasibility Report for 2022 Calvary Drive Street and Utility Extension Improvements - Contract 2022-05

Attachments:

1. Resolution 2021-253 Initiate Project and Order Feasibility Report for 2022 Calvary Drive Street and Utility Extension Improvements - Contract
2. Project Location 2022-05

CITY OF FARIBAULT

RESOLUTION #2021-253

**INITIATE PROJECT AND ORDER FEASIBILITY REPORT FOR 2022 CALVARY
DRIVE STREET AND UTILITY EXTENSION IMPROVEMENTS - CONTRACT 2022-05**

WHEREAS, it is proposed to improve the following streets as part of the 2022 Calvary Drive Street and Utility Extension Improvements - Contract 2022-05 project by including removals, watermain construction, sanitary sewer construction, lot services, storm sewer construction, grading, aggregate base, bituminous paving, turf restoration and related improvements:

Calvary Drive	(38 th Avenue to Calvary Cemetery)
38 th Avenue	(TH 60 to Calvary Drive)

NOW, THEREFORE BE IT RESOLVED, that the proposed improvements be referred to the City staff and they are instructed to report back to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvements are feasible and as to whether they should best be made as proposed or in connection with some other improvements, and to determine the estimated cost of the improvements.

Date Adopted: November 23, 2021

Faribault City Council

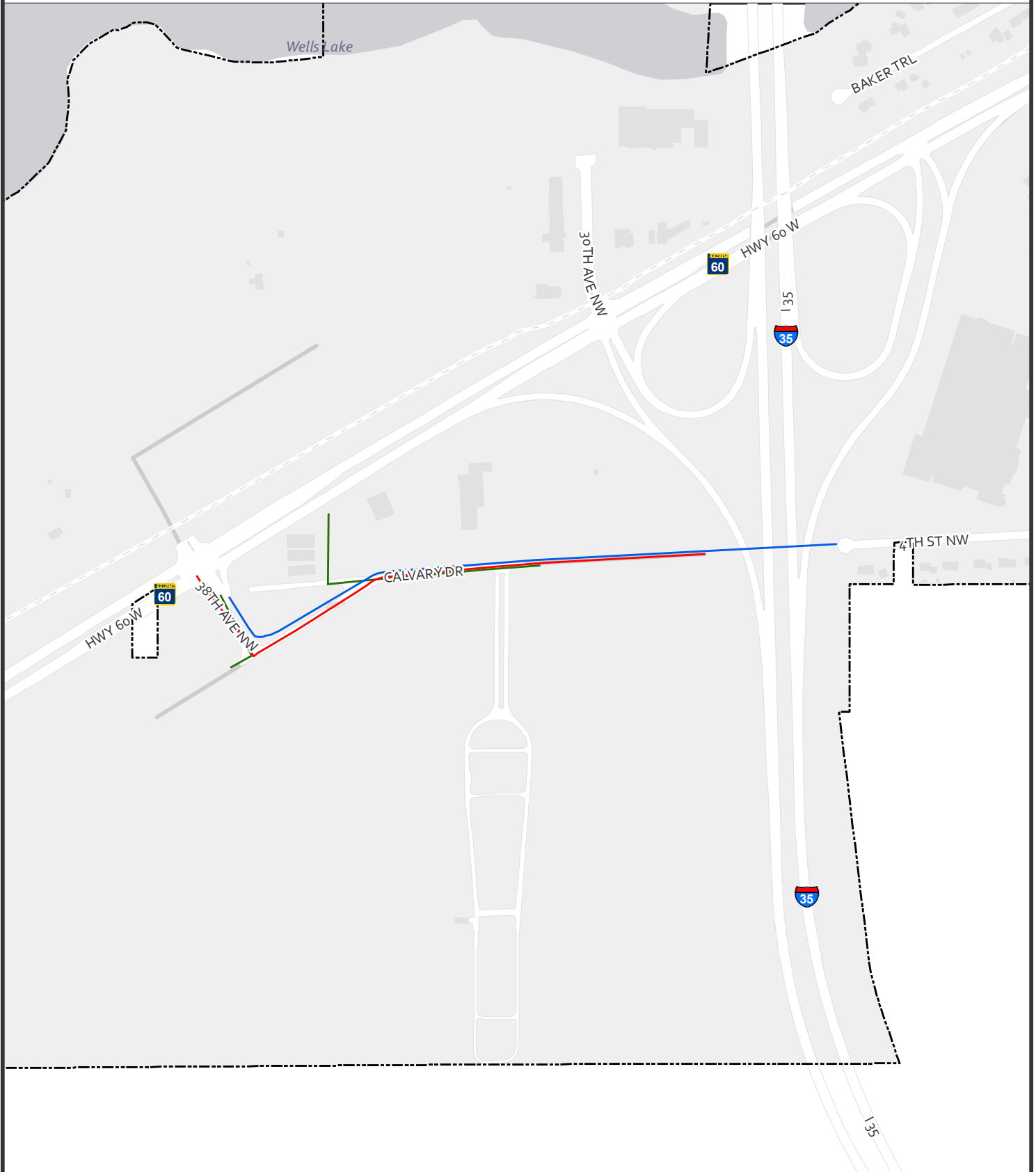
Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Project Location City Contract 2022-05

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



0 500 Feet



 Street Reconstruction
  Sanitary Sewer
  Water



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: November 23, 2021
SUBJECT: Resolution 2021-254 Initiate Project and Order Feasibility Report for 2022 Miscellaneous Watermain Improvements - Contract 2022-06

Background:

Attached is a routine resolution initiating a project and ordering a feasibility report for the 2022 Miscellaneous Watermain Improvements - Contract 2022-06 project including removals, watermain construction/replacement, aggregate base, bituminous paving, turf restoration and related improvements.

The proposed watermain to be included in this project are as follows:

- Across I-35 from approximately 30th Street NW to Airport Drive
- Intersection of TH 21 and TH 3 adjacent to Grand Stay Hotel
- 13th Street NW from JOTS to approximately 502 13th Street NW
- Raw Water Bypass Connections on either side of Cannon River

Staff anticipates following the standard improvement process. A feasibility report will be filed with the Council, staff will conduct a public informational meeting, and a public hearing for consideration of the improvements will follow with the City Council.

Recommendation:

Approve Resolution 2021-254 Initiate Project and Order Feasibility Report for 2022 Miscellaneous Watermain Improvements - Contract 2022-06

Attachments:

1. Resolution 2021-254 Initiate Project and Order Feasibility Report for 2022 Miscellaneous Watermain Improvements - Contract 2022-06
2. Project Location 2022-06

CITY OF FARIBAULT

RESOLUTION #2021-254

INITIATE PROJECT AND ORDER FEASIBILITY REPORT FOR 2022 MISCELLANEOUS WATERMAIN IMPROVEMENTS - CONTRACT 2022-06

WHEREAS, it is proposed to construct the following watermains as part of the 2022 Miscellaneous Watermain Improvements - Contract 2022-06 project by including removals, watermain construction/replacement, aggregate base, bituminous paving, turf restoration and related improvements:

Across I-35 from approximately 30th Street NW to Airport Drive
Intersection of TH 21 and TH 3 adjacent to Grand Stay Hotel
13th Street NW from JOTS to approximately 502 13th Street NW
Raw Water Bypass Connections on either side of Cannon River

NOW, THEREFORE BE IT RESOLVED, that the proposed improvements be referred to the City staff and they are instructed to report back to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvements are feasible and as to whether they should best be made as proposed or in connection with some other improvements, and to determine the estimated cost of the improvements.

Date Adopted: November 23, 2021

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: November 23, 2021
SUBJECT: Resolution 2021-251 Initiate Project and Order Feasibility Report for 2022 Faribault Road Reconstruction and Lyndale Avenue Trail Improvements - Contract 2022-03

Background:

Attached is a routine resolution initiating a project and ordering a feasibility report for the 2022 Faribault Road Reconstruction and Lyndale Avenue Trail Improvements - Contract 2022-03, including pavement replacement, concrete curb and gutter construction, watermain replacement, bituminous trail construction, and related improvements.

The areas proposed to be included in this project are as follows:

Faribault Road	(Town Square Lane to Jensen Drive)
Lyndale Avenue Trail	(Town Square Lane to Highland Place)

Staff anticipates following the standard improvement process. A feasibility report will be filed with Council, staff will conduct a public informational meeting, and a public hearing for consideration of the improvements will follow with City Council.

Recommendation:

Approve Resolution 2021-251 Initiate Project and Order Feasibility Report for 2022 Faribault Road Reconstruction and Lyndale Avenue Trail Improvements - Contract 2022-03

Attachments:

1. Resolution 2021-251 Initiate Project and Order Feasibility Report for 2022 Faribault Rd Recon. & Lyndale Ave Trail Impr. - Contract 2022-03
2. Project Location 2022-03

CITY OF FARIBAULT

RESOLUTION #2021-251

**INITIATE PROJECT AND ORDER FEASIBILITY REPORT FOR 2022 FARIBAULT
ROAD RECONSTRUCTION AND LYNDALE AVENUE TRAIL IMPROVEMENTS -
CONTRACT 2022-03**

WHEREAS, it is proposed to improve the following streets as part of the 2022 Faribault Road and Lyndale Avenue Trail Improvements - Contract 2022-03 project by pavement replacement, concrete curb and gutter construction, watermain replacement, bituminous trail construction, and related improvements:

Faribault Road (Town Square Lane to Jensen Drive)
Lyndale Avenue Trail (Town Square Lane to Highland Place)

NOW, THEREFORE BE IT RESOLVED, that the proposed improvements be referred to the City staff and they are instructed to report back to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvements are feasible and as to whether they should best be made as proposed or in connection with some other improvements, and to determine the estimated cost of the improvements.

Date Adopted: November 23, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Charitable Gambling Board
Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: November 23, 2021
SUBJECT: Resolution 2021-255 Authorize Payment as Recommended by the Charitable Gambling Board to Faribault Main Street

Background:

The Charitable Gambling Board held its quarterly meeting on November 17, 2021. An application from Faribault Main Street was presented. Faribault Main Street requested \$3,500.00 to use to support Winterfest 2021. The Charitable Gambling Board, through some discussion, recommended increasing their donation to \$4,000 to cover any additional costs for the celebration.

The Charitable Gambling Board voted unanimously to recommend to the Council a donation of \$4,000.00 be given to Faribault Main Street.

Recommendation:

Approve Resolution 2021-255

Attachments:

1. Resolution 2021-255 Main Street Donation

CITY OF FARIBAULT

RESOLUTION #2021-255

**AUTHORIZE PAYMENT AS RECOMMENDED BY THE CHARITABLE GAMBLING BOARD
TO FARIBAULT MAIN STREET**

WHEREAS, the Faribault Charitable Gambling Board reviewed a request for funding from Faribault Main Street at its November 17, 2021 meeting. The Charitable Gambling Board recommends funding the request in the amount of \$4,000.00.

WHEREAS, the recommendation for funding this request is in accordance with City and State regulations for charitable gambling fund contributions; and

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes payment as recommended by the Charitable Gambling Board.

ADOPTED: November 23, 2021

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: November 23, 2021
SUBJECT: Approve Release Agreements - Early Voluntary Retirement

Background:

The City Council approved an Early Retirement Incentive Program on November 9, 2021. There are 11 current City employees that are eligible under the program, having until the end of 2021 to decide whether or not they want to participate. Staff has received notice from three of the eligible employees that they would like to participate in the program. Release Agreements with the three employees have been prepared and are attached for approval.

Recommendation:

Approve Release Agreements - Early Voluntary Retirement

Attachments:

1. Release Agreement - Early Voluntary Retirement (Jackie Remme)
2. Release Agreement - Early Voluntary Retirement (Doug Knutson)
3. Release Agreement - Early Voluntary Retirement (Paul Froman)



Release Agreement Early Voluntary Retirement

This is an agreement (the “Agreement”) between Jackie D. Remme (hereinafter “Employee”) and the City of Faribault (hereinafter the “City”) regarding Employee’s early voluntary retirement from employment with the City and Employee’s acceptance of certain benefits in exchange for signing this release agreement. The purpose of this Agreement is to fully resolve any and all early incentive retirement benefits, any regular retirement benefits, and any and all disputes/claims concerning employment, early retirement and/or regular retirement with the City.

Terms and conditions for this program are outlined in the 2021 Early Retirement Incentive Program (the “Program”), a copy of which is attached and made part of this Agreement, as approved by the Faribault City Council on November 9, 2021.

1. In exchange for the promises and agreements made by Employee in this Agreement, the City will provide Employee with the following benefits:
 - a. Payment of any accrued leave according to termination consideration set forth in any employee contract or employee compensation guidelines.
 - b. A lump sum payment in accordance with the financial incentive payment section of the Program (with the amount specified below). The lump sum payment along with any other negotiated or agreed upon retirement benefits shall be made to Employee within fourteen (14) days after the expiration of the rescission/revocation periods identified in Paragraph 3 herein.
 - c. As permitted or required by law, retired employees may stay on the City’s health insurance, but will be required to pay the full premium for the plan they select.
2. In exchange for the benefits provided by the City as described above, Employee agrees to the following terms:
 - a. Date of retirement shall be no later than January 7, 2022.
 - b. The lump sum payment amount shall be \$ 8,784.00.
 - c. This agreement constitutes the entire agreement between the parties with respect to the employment relationship between Employee and the City, and replaces any and all prior

agreements or understandings, including collective bargaining agreements, and the parties agree that there were no inducements or representations leading to the execution of this Agreement except as herein contained.

- d. In consideration of the terms described in this agreement and release of claims, Employee and their heirs, administrators, representatives, successors, and assigns, releases and forever discharges the City and its attorneys, agents, representatives, employees, former employees, insurers, heirs, executors and assigns of and from any and all past, present or future claims, demands, obligations, actions or causes of action, at law or in equity, whether arising by statute, common law or otherwise, and for all claims for damages, of whatever kind or nature, and for all claims for attorneys' fees, costs and expenses, including but not limited to all claims of any kind arising out of your employment, including but not limited to claims for emotional distress, discrimination, or constructive discharge. Employee specifically releases the City from any claims for benefits, salary, severance payments, or any other benefits to which you might otherwise be entitled.
- e. Employee is not releasing or relinquishing any right to defense and indemnification by the City for any possible claims asserted by third parties arising out of the performance of Employee's duties as an employee of the City for which the City is obligated by state or federal law to defend and indemnify the Employee.
- f. In consideration of the terms described in this agreement and release of claims, Employee further acknowledges they are knowingly and voluntarily waiving all possible rights or claims arising under the Age Discrimination in Employment Act, 29 U.S.C. 626, and all possible rights or claims arising under the Minnesota Human Rights Act, Minn. Stat. 363A, et al., and that Employee has had an opportunity to consult with an attorney concerning the waiver of and content of the rights available under these acts.
- g. Employee further acknowledges they are waiving and releasing any rights that Employee might otherwise have under the City Charter, and state or federal law with respect to a hearing with respect to any matter arising out of Employee's employment with the City or arising out of matters set forth in this Agreement.
- h. Employee acknowledges that all confidential information regarding the business of the City compiled by, created by, and obtained by, or furnished to Employee during their employment with the City is the exclusive property of the City. Employee will promptly, on or prior to the date of Employee's retirement, return to the City all originals and copies of any material involving such confidential information. Employee affirms and agrees to abide by their obligation not to use or disclose confidential information about the City to any third party, including but not limited to potential employers, parties doing business with the City or parties with interests adverse to the City. Employee further affirms they understand that the term "confidential information" includes, but is not limited to, sensitive

and/or legally privileged data, but does not include information and documents already in the public domain.

- i. Employee acknowledges they voluntarily entered into discussions with Administration regarding the Early Voluntary Retirement program. Employee further acknowledges that both parties mutually agreed to the terms and conditions of this program under the auspices that the purpose of the program is to aid an employee who wants to retire but needs assistance with health insurance coverage and that the City benefits in the short term and/or long term from the reduction in salary/benefits/severance costs.
 - j. The City reserves the right to cancel this program at any time. However, any employees that have fully executed agreements will still be entitled to receive the incentive, assuming they have complied with all the terms and conditions of this program and the agreement.
3. This Agreement is subject to the following rescission/revocation periods as provided by law:

<u>Act</u>	<u>Revocation Period</u>
Age Discrimination in Employment Act, 29 U.S.C. § 626(f) (1) (G)	7 days
Minnesota Human Rights Act, Minn. Stat. § 363A.031, Subd. 2	15 days

Once the Agreement has been executed, the Employee understands that he/she has the right to rescind and/or revoke the waivers and releases contained in this Agreement. To be effective, the rescission or revocation must be in writing and delivered to the City either by hand or mail within the 7-day period for the Age Discrimination in Employment Act, or within the 15-day period for the Minnesota Human Rights Act. If delivered by mail, the rescission or revocation must be: (1) postmarked within the applicable 7- or 15-day period; (2) properly addressed to the City; and (3) sent by certified mail return receipt requested. The address of the City is:

City of Faribault
Attention: Tim Murray, City Administrator
208 NW 1st Avenue
Faribault, MN 55021

IN WITNESS WHEREOF, City has caused this Agreement to be executed on its behalf by its Mayor and City Council, and Employee has signed this Agreement, as of the day and year written below.

CITY COUNCIL

EMPLOYEE

By: _____
Kevin F. Voracek, Mayor

Jackie D. Remme

By: _____
Timothy C. Murray, City Administrator

Date: _____

Date: _____



2021 Early Retirement Incentive Program

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

1. Eligibility requirements for the program:
 - a) Permanent, fulltime City of Faribault employee
 - b) Age 61+ on or before December 31, 2021
 - c) Minimum of 10 years of employment with the City of Faribault
 - d) Employee in "good standing" at time of retirement
2. Conditions of taking this incentive are proposed as follows:
 - a) Submit notice to participate no later than December 31, 2021
 - b) Employees must provide 90-days' notice of retirement (unless otherwise waived by the City Administrator)
 - c) Notice of retirement is not retractable after three (3) calendar days
 - d) Employees will execute an agreement accepting the terms and conditions of the program (to be approved by City Council)
3. Determination of financial incentive payment:
 - a) City will compensate the employee an amount equal to the 2022 premium cost for the \$2,800 Deductible Plan, Single Coverage (\$732/month) times the number of months from the date of retirement to the time the employee reaches Medicare-eligible age (65).
 - b) The minimum payment for any employee will be for 12 months (\$8,784), and the maximum payment will be for 36 months (\$26,352).
 - c) Payment will be lump sum at the time of retirement with other accrual/severance payouts.
 - d) Retired employees may elect to stay on the City's health insurance plan, but will be required to pay the full premium for the plan they select.

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



Release Agreement Early Voluntary Retirement

This is an agreement (the “Agreement”) between Douglas C. Knutson (hereinafter “Employee”) and the City of Faribault (hereinafter the “City”) regarding Employee’s early voluntary retirement from employment with the City and Employee’s acceptance of certain benefits in exchange for signing this release agreement. The purpose of this Agreement is to fully resolve any and all early incentive retirement benefits, any regular retirement benefits, and any and all disputes/claims concerning employment, early retirement and/or regular retirement with the City.

Terms and conditions for this program are outlined in the 2021 Early Retirement Incentive Program (the “Program”), a copy of which is attached and made part of this Agreement, as approved by the Faribault City Council on November 9, 2021.

1. In exchange for the promises and agreements made by Employee in this Agreement, the City will provide Employee with the following benefits:
 - a. Payment of any accrued leave according to termination consideration set forth in any employee contract or employee compensation guidelines.
 - b. A lump sum payment in accordance with the financial incentive payment section of the Program (with the amount specified below). The lump sum payment along with any other negotiated or agreed upon retirement benefits shall be made to Employee within fourteen (14) days after the expiration of the rescission/revocation periods identified in Paragraph 3 herein.
 - c. As permitted or required by law, retired employees may stay on the City’s health insurance, but will be required to pay the full premium for the plan they select.
2. In exchange for the benefits provided by the City as described above, Employee agrees to the following terms:
 - a. Date of retirement shall be no later than February 8, 2022.
 - b. The lump sum payment amount shall be \$ 8,784.00.

- c. This agreement constitutes the entire agreement between the parties with respect to the employment relationship between Employee and the City, and replaces any and all prior agreements or understandings, including collective bargaining agreements, and the parties agree that there were no inducements or representations leading to the execution of this Agreement except as herein contained.
- d. In consideration of the terms described in this agreement and release of claims, Employee and their heirs, administrators, representatives, successors, and assigns, releases and forever discharges the City and its attorneys, agents, representatives, employees, former employees, insurers, heirs, executors and assigns of and from any and all past, present or future claims, demands, obligations, actions or causes of action, at law or in equity, whether arising by statute, common law or otherwise, and for all claims for damages, of whatever kind or nature, and for all claims for attorneys' fees, costs and expenses, including but not limited to all claims of any kind arising out of your employment, including but not limited to claims for emotional distress, discrimination, or constructive discharge. Employee specifically releases the City from any claims for benefits, salary, severance payments, or any other benefits to which you might otherwise be entitled.
- e. Employee is not releasing or relinquishing any right to defense and indemnification by the City for any possible claims asserted by third parties arising out of the performance of Employee's duties as an employee of the City for which the City is obligated by state or federal law to defend and indemnify the Employee.
- f. In consideration of the terms described in this agreement and release of claims, Employee further acknowledges they are knowingly and voluntarily waiving all possible rights or claims arising under the Age Discrimination in Employment Act, 29 U.S.C. 626, and all possible rights or claims arising under the Minnesota Human Rights Act, Minn. Stat. 363A, et al., and that Employee has had an opportunity to consult with an attorney concerning the waiver of and content of the rights available under these acts.
- g. Employee further acknowledges they are waiving and releasing any rights that Employee might otherwise have under the City Charter, and state or federal law with respect to a hearing with respect to any matter arising out of Employee's employment with the City or arising out of matters set forth in this Agreement.
- h. Employee acknowledges that all confidential information regarding the business of the City compiled by, created by, and obtained by, or furnished to Employee during their employment with the City is the exclusive property of the City. Employee will promptly, on or prior to the date of Employee's retirement, return to the City all originals and copies of any material involving such confidential information. Employee affirms and agrees to abide by their obligation not to use or disclose confidential information about the City to any third party, including but not limited to potential employers, parties doing business with the City or parties with interests adverse to the City. Employee further affirms they

understand that the term "confidential information" includes, but is not limited to, sensitive and/or legally privileged data, but does not include information and documents already in the public domain.

- i. Employee acknowledges they voluntarily entered into discussions with Administration regarding the Early Voluntary Retirement program. Employee further acknowledges that both parties mutually agreed to the terms and conditions of this program under the auspices that the purpose of the program is to aid an employee who wants to retire but needs assistance with health insurance coverage and that the City benefits in the short term and/or long term from the reduction in salary/benefits/severance costs.
 - j. The City reserves the right to cancel this program at any time. However, any employees that have fully executed agreements will still be entitled to receive the incentive, assuming they have complied with all the terms and conditions of this program and the agreement.
3. This Agreement is subject to the following rescission/revocation periods as provided by law:

<u>Act</u>	<u>Revocation Period</u>
Age Discrimination in Employment Act, 29 U.S.C. § 626(f) (1) (G)	7 days
Minnesota Human Rights Act, Minn. Stat. § 363A.031, Subd. 2	15 days

Once the Agreement has been executed, the Employee understands that he/she has the right to rescind and/or revoke the waivers and releases contained in this Agreement. To be effective, the rescission or revocation must be in writing and delivered to the City either by hand or mail within the 7-day period for the Age Discrimination in Employment Act, or within the 15-day period for the Minnesota Human Rights Act. If delivered by mail, the rescission or revocation must be: (1) postmarked within the applicable 7- or 15-day period; (2) properly addressed to the City; and (3) sent by certified mail return receipt requested. The address of the City is:

City of Faribault
Attention: Tim Murray, City Administrator
208 NW 1st Avenue
Faribault, MN 55021

IN WITNESS WHEREOF, City has caused this Agreement to be executed on its behalf by its Mayor and City Council, and Employee has signed this Agreement, as of the day and year written below.

CITY COUNCIL

EMPLOYEE

By: _____
Kevin F. Voracek, Mayor

Douglas C. Knutson

By: _____
Timothy C. Murray, City Administrator

Date: _____

Date: _____



2021 Early Retirement Incentive Program

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

1. Eligibility requirements for the program:
 - a) Permanent, fulltime City of Faribault employee
 - b) Age 61+ on or before December 31, 2021
 - c) Minimum of 10 years of employment with the City of Faribault
 - d) Employee in "good standing" at time of retirement
2. Conditions of taking this incentive are proposed as follows:
 - a) Submit notice to participate no later than December 31, 2021
 - b) Employees must provide 90-days' notice of retirement (unless otherwise waived by the City Administrator)
 - c) Notice of retirement is not retractable after three (3) calendar days
 - d) Employees will execute an agreement accepting the terms and conditions of the program (to be approved by City Council)
3. Determination of financial incentive payment:
 - a) City will compensate the employee an amount equal to the 2022 premium cost for the \$2,800 Deductible Plan, Single Coverage (\$732/month) times the number of months from the date of retirement to the time the employee reaches Medicare-eligible age (65).
 - b) The minimum payment for any employee will be for 12 months (\$8,784), and the maximum payment will be for 36 months (\$26,352).
 - c) Payment will be lump sum at the time of retirement with other accrual/severance payouts.
 - d) Retired employees may elect to stay on the City's health insurance plan, but will be required to pay the full premium for the plan they select.

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



Release Agreement Early Voluntary Retirement

This is an agreement (the “Agreement”) between Paul A. Froman (hereinafter “Employee”) and the City of Faribault (hereinafter the “City”) regarding Employee’s early voluntary retirement from employment with the City and Employee’s acceptance of certain benefits in exchange for signing this release agreement. The purpose of this Agreement is to fully resolve any and all early incentive retirement benefits, any regular retirement benefits, and any and all disputes/claims concerning employment, early retirement and/or regular retirement with the City.

Terms and conditions for this program are outlined in the 2021 Early Retirement Incentive Program (the “Program”), a copy of which is attached and made part of this Agreement, as approved by the Faribault City Council on November 9, 2021.

1. In exchange for the promises and agreements made by Employee in this Agreement, the City will provide Employee with the following benefits:
 - a. Payment of any accrued leave according to termination consideration set forth in any employee contract or employee compensation guidelines.
 - b. A lump sum payment in accordance with the financial incentive payment section of the Program (with the amount specified below). The lump sum payment along with any other negotiated or agreed upon retirement benefits shall be made to Employee within fourteen (14) days after the expiration of the rescission/revocation periods identified in Paragraph 3 herein.
 - c. As permitted or required by law, retired employees may stay on the City’s health insurance, but will be required to pay the full premium for the plan they select.
2. In exchange for the benefits provided by the City as described above, Employee agrees to the following terms:
 - a. Date of retirement shall be no later than February 25, 2022.
 - b. The lump sum payment amount shall be \$21,228.
 - c. This agreement constitutes the entire agreement between the parties with respect to the employment relationship between Employee and the City, and replaces any and all prior

agreements or understandings, including collective bargaining agreements, and the parties agree that there were no inducements or representations leading to the execution of this Agreement except as herein contained.

- d. In consideration of the terms described in this agreement and release of claims, Employee and their heirs, administrators, representatives, successors, and assigns, releases and forever discharges the City and its attorneys, agents, representatives, employees, former employees, insurers, heirs, executors and assigns of and from any and all past, present or future claims, demands, obligations, actions or causes of action, at law or in equity, whether arising by statute, common law or otherwise, and for all claims for damages, of whatever kind or nature, and for all claims for attorneys' fees, costs and expenses, including but not limited to all claims of any kind arising out of your employment, including but not limited to claims for emotional distress, discrimination, or constructive discharge. Employee specifically releases the City from any claims for benefits, salary, severance payments, or any other benefits to which you might otherwise be entitled.
- e. Employee is not releasing or relinquishing any right to defense and indemnification by the City for any possible claims asserted by third parties arising out of the performance of Employee's duties as an employee of the City for which the City is obligated by state or federal law to defend and indemnify the Employee.
- f. In consideration of the terms described in this agreement and release of claims, Employee further acknowledges they are knowingly and voluntarily waiving all possible rights or claims arising under the Age Discrimination in Employment Act, 29 U.S.C. 626, and all possible rights or claims arising under the Minnesota Human Rights Act, Minn. Stat. 363A, et al., and that Employee has had an opportunity to consult with an attorney concerning the waiver of and content of the rights available under these acts.
- g. Employee further acknowledges they are waiving and releasing any rights that Employee might otherwise have under the City Charter, and state or federal law with respect to a hearing with respect to any matter arising out of Employee's employment with the City or arising out of matters set forth in this Agreement.
- h. Employee acknowledges that all confidential information regarding the business of the City compiled by, created by, and obtained by, or furnished to Employee during their employment with the City is the exclusive property of the City. Employee will promptly, on or prior to the date of Employee's retirement, return to the City all originals and copies of any material involving such confidential information. Employee affirms and agrees to abide by their obligation not to use or disclose confidential information about the City to any third party, including but not limited to potential employers, parties doing business with the City or parties with interests adverse to the City. Employee further affirms they understand that the term "confidential information" includes, but is not limited to, sensitive

and/or legally privileged data, but does not include information and documents already in the public domain.

- i. Employee acknowledges they voluntarily entered into discussions with Administration regarding the Early Voluntary Retirement program. Employee further acknowledges that both parties mutually agreed to the terms and conditions of this program under the auspices that the purpose of the program is to aid an employee who wants to retire but needs assistance with health insurance coverage and that the City benefits in the short term and/or long term from the reduction in salary/benefits/severance costs.
 - j. The City reserves the right to cancel this program at any time. However, any employees that have fully executed agreements will still be entitled to receive the incentive, assuming they have complied with all the terms and conditions of this program and the agreement.
3. This Agreement is subject to the following rescission/revocation periods as provided by law:

<u>Act</u>	<u>Revocation Period</u>
Age Discrimination in Employment Act, 29 U.S.C. § 626(f) (1) (G)	7 days
Minnesota Human Rights Act, Minn. Stat. § 363A.031, Subd. 2	15 days

Once the Agreement has been executed, the Employee understands that he/she has the right to rescind and/or revoke the waivers and releases contained in this Agreement. To be effective, the rescission or revocation must be in writing and delivered to the City either by hand or mail within the 7-day period for the Age Discrimination in Employment Act, or within the 15-day period for the Minnesota Human Rights Act. If delivered by mail, the rescission or revocation must be: (1) postmarked within the applicable 7- or 15-day period; (2) properly addressed to the City; and (3) sent by certified mail return receipt requested. The address of the City is:

City of Faribault
Attention: Tim Murray, City Administrator
208 NW 1st Avenue
Faribault, MN 55021

IN WITNESS WHEREOF, City has caused this Agreement to be executed on its behalf by its Mayor and City Council, and Employee has signed this Agreement, as of the day and year written below.

CITY COUNCIL

EMPLOYEE

By: _____
Kevin F. Voracek, Mayor

Paul A. Froman

By: _____
Timothy C. Murray, City Administrator

Date: _____

Date: _____



2021 Early Retirement Incentive Program

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

1. Eligibility requirements for the program:
 - a) Permanent, fulltime City of Faribault employee
 - b) Age 61+ on or before December 31, 2021
 - c) Minimum of 10 years of employment with the City of Faribault
 - d) Employee in "good standing" at time of retirement
2. Conditions of taking this incentive are proposed as follows:
 - a) Submit notice to participate no later than December 31, 2021
 - b) Employees must provide 90-days' notice of retirement (unless otherwise waived by the City Administrator)
 - c) Notice of retirement is not retractable after three (3) calendar days
 - d) Employees will execute an agreement accepting the terms and conditions of the program (to be approved by City Council)
3. Determination of financial incentive payment:
 - a) City will compensate the employee an amount equal to the 2022 premium cost for the \$2,800 Deductible Plan, Single Coverage (\$732/month) times the number of months from the date of retirement to the time the employee reaches Medicare-eligible age (65).
 - b) The minimum payment for any employee will be for 12 months (\$8,784), and the maximum payment will be for 36 months (\$26,352).

- c) Payment will be lump sum at the time of retirement with other accrual/severance payouts.
- d) Retired employees may elect to stay on the City's health insurance plan, but will be required to pay the full premium for the plan they select.

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



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Andy Bohlen, Police Chief
MEETING DATE: November 23, 2021
SUBJECT: Resolution 2021-257 Approving State of Minnesota Joint Powers Agreements with the City of Faribault on Behalf of its City Attorney and Police Department

Background:

The Police Department has access to systems and tools maintained by the Minnesota Bureau of Criminal Apprehension (BCA) over the criminal justice data communication networks. Further, access to court records through CJDN, an additional system, is also necessary and vital. These systems and tools are necessary to complete the functions of the police department.

The BCA requires a 5 year joint powers agreement to continue allowing the Police Department access to both of these systems. Police staff along with the city attorneys of Eckberg, Lammers has reviewed the agreements and found them to be acceptable.

Recommendation:

Approve Resolution 2021-257 Approving State of Minnesota Joint Powers Agreements with the City of Faribault on Behalf of its City Attorney and Police Department

Attachments:

1. Resolution 2021-257 Approving State of MN Joint Powers Agreement with City of Faribault
2. Renewal Draft JPA
3. Renewal Draft CJDN

CITY OF FARIBAULT

RESOLUTION #2021- 257

APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF FARIBAULT ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Faribault on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five-year life of the agreement and obligates the City to pay the costs for the network connection; and

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Faribault on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That Tom Weidner, the Supervising Prosecuting City Attorney, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That Tom Weidner, the Supervising Prosecuting City Attorney, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That Kevin Voracek, the Mayor for the City of Faribault, and Tim

Murray, the City Administrator are authorized to sign the State of Minnesota Joint Powers Agreements.

Date Adopted: November 23, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Faribault on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

 - A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
 - B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
 - C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue

Saint Paul, MN 55106
Telephone: 651.793.1007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Thomas Weidner, Attorney
Address: 1809 Northwestern Ave
Stillwater, MN 55082
Telephone: 651.351.2119
Email Address: tweidner@eckbergammers.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will 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. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____ Kevin Voracek _____
(PRINTED)

Signed: _____

Title: _____ City Mayor _____
(with delegated authority)

Date: _____

Name: _____ Tim Murray _____
(PRINTED)

Signed: _____

Title: _____ City Administrator _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Faribault on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 200513, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____ Kevin Voracek _____
(PRINTED)

Signed: _____

Title: _____ City Mayor _____
(with delegated authority)

Date: _____

Name: _____ Tim Murray _____
(PRINTED)

Signed: _____

Title: _____ City Administrator _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: November 23, 2021
SUBJECT: Ordinance 2021-11 Approve PUD Overlay District to Authorize Two Principal Structures on One Multi-Family Residential Lot at 903 Spring Road - Second Reading

Background:

Chris Bakken, Chief Manager of Extreme Unlimited LLC property owner, is proposing to develop two, four-unit buildings on a vacant 18,500 SF lot located at 903 Spring Road. The property is zoned R-4 High Density Residential District. The development plans call for one new four-unit building to be built at the south end of the property. He also plans to move in a previously occupied four-unit building to be located at the north end of the site. Both buildings will have the same architectural appearance. Both will have two units on the upper floor, and two garden level units on the lower floor. Parking for 14 cars is provided on plans, a trash enclosure is provided at the south end of the parking lot, and landscaping with trees will be provided on three sides of the property and a screening fence on the east side of the parking lot.

The City Council, at its meeting of November 9, 2021, approved the first reading of Ordinance 2021-11 to approve a Planned Unit Development (PUD) allowing two primary structures on one lot. The City Council also approved related applications for side setback variances and a conditional use permit to move a previously occupied four-unit dwelling to the site as part of the development plan.

Since the time of the first reading, the City has not received any public comments on this ordinance. There have been no substantive changes made to the ordinance.

Recommendation:

Approve the second reading of Ordinance 2021-11 to approve the PUD Overlay District to Authorize Two Principal Structures on One Multi-Family Residential Lot at 903 Spring Road

Attachments:

1. Ord. 2021-11 Approve PUD Overlay Zoning District at 903 Spring Rd

[Space Reserved for Recording]

State of Minnesota
County of Rice

CITY OF FARIBAULT

ORDINANCE 2021-11

**APPROVE PUD OVERLAY DISTRICT TO AUTHORIZE TWO PRINCIPAL STRUCTURES
ON ONE MULTI-FAMILY RESIDENTIAL LOT AT 903 SPRING ROAD**

WHEREAS, Chris Bakken, Chief Manager, Extreme Unlimited LLC (Owner/Applicant), submitted a complete application to the City of Faribault on October 13, 2021, requesting approval of a PUD (Planned Unit Development) Overlay Zoning District and approval of a related Development Plan for property located at 903 Spring Road, legally described in Exhibit A; and

WHEREAS, the proposed PUD Overlay Zoning District is necessary to authorize two, four-unit apartment buildings on one lot in the R-4, High-Density Residential District; and

WHEREAS, City Staff has completed a review of said application and made a report to the Planning Commission (#21-10), which recommended against this application, a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission, on October 18, 2021, following proper notice, held a public hearing regarding the Applicant's requests; and

WHEREAS, following the said public hearing, the Planning Commission voted three (3) to three (3) on a motion to deny the Applicant's request for a PUD

Overlay Zoning District and the related Development Plan. The motion failed, and no further motions were made regarding this request; and

WHEREAS, the City Council, on October 26, 2021, and again on November 9, 2021, at public meetings considered the applications; and

WHEREAS, based on discussion during the meetings, the City Council finds approval of the PUD Overlay Zoning District and approval of the related Development Plan for property legally described in Exhibit A and depicted in Exhibit B, is appropriate with the following findings as required by Section 2-180 of the City's Unified Development Ordinance:

1. Criteria: Whether the amendment is consistent with the applicable policies of the City's Land Use Plan.

Finding: The City's Land Use Plan for the subject property guides the subject property as an established residential neighborhood. The primary use of the proposed PUD Overlay Zoning District is high-density residential consistent with the City's Land Use Plan.

2. Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.

Finding: The PUD Overlay Zoning District benefits the public by providing a planned area for high-density residential that strengthens the variety of housing types and affordability in Faribault and provides additional housing needed in the City.

3. Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: The proposed uses in the PUD Overlay District are compatible with the surrounding residential and commercial uses. Where desired, the PUD provides adequate buffering between uses.

4. **Criteria: Whether there are reasonable uses of the property in question permitted under the existing zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The PUD Overlay Zoning District does not change the site's underlying R-4, High-Density Residential classification.

5. **Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The proposed PUD Overlay Zoning District provides high-density residential on the subject property and will not change the Comprehensive Plan or underlying zoning classifications for the site.

WHEREAS, based on the discussion during the meeting, the City Council also hereby finds that establishing the proposed PUD Overlay Zoning District for the subject property is appropriate with the following findings related to the applicable objectives, as described in Section 14-20 of the City's Unified Development Ordinance, which the City Council must consider in the approval of a planned unit development:

1. **Objective: Accommodation of the growing demand for housing of all types and for commercial facilities conveniently located to such housing.**

Finding: The PUD Overlay Zoning District provides for the construction of new apartment units that are consistent with the underlying zoning district and helps meet the community's needs for market-rate housing.

2. **Objective: Innovation in land development techniques that may be more suitable for a given parcel than traditional approaches.**

Finding: The PUD Overlay Zoning District offers the City housing options that benefit the public by re-using an existing four-unit apartment structure

and maximizing the allowed development density by authorizing a new four-unit building to be constructed on the site.

3. Objective: Coordination of architectural styles and building forms in an effort to ensure compatibility with surrounding land uses.

Finding: The proposed buildings in the PUD Overlay Zoning District will be substantially similar to each other and to the surrounding neighborhood in regard to architectural styles and building forms. As per the conditions of approval of this Ordinance, the proposed buildings in the PUD Overlay Zoning District are required to have face brick accents as directed by the City's Development Review Committee. The proposed face brick accents will help ensure compatibility with the surrounding land uses.

WHEREAS, based upon the discussion, the City Council also hereby finds the Development Plan for the PUD Overlay Zoning District associated with the subject property is appropriate with the following findings as required by Section 14-140 of the City's Unified Development Ordinance:

Finding 1: Adequate property control is established and provided to protect the individual owner's rights and property values and to define legal responsibilities for maintenance and upkeep.

Expanded Finding 1: The Owner controls all land included in the Development Plan for PUD Overlay Zoning District. Consequently, the Owner has control over maintenance and upkeep of all of the subject property.

Finding 2: The interior circulation plan and access from and onto public right-of-way does not create congestion or dangers and is adequate for the safety of the project residents and general public.

Expanded Finding 2: The Development Plan proposes access from Spring Road. The access point has been deemed sufficient to serve the site. Its placement does not create congestion or dangers. The access and internal circulation on the site are adequate for the safety of the project residents, guests, and the public.

Finding 3: A sufficient amount of useable open space is provided.

Expanded Finding 3: The Development Plan provides yard areas for open space to serve the development.

Finding 4: The arrangement of buildings, structures, and accessory uses does not unreasonably disturb the privacy of surrounding property owners or reduce the value of adjacent properties.

Expanded Finding 4: The Development Plan includes two, four-unit apartment buildings. These structures will not disturb residents in the surrounding property or reduce the value of adjacent property. The property adjoins a commercial use and is in an area of similar residential uses.

Finding 5: The architectural design of the project is compatible with the surrounding area.

Expanded Finding 5: The proposed buildings in the PUD Overlay Zoning District will be substantially similar to each other and to the surrounding neighborhood in regard to architectural styles and building forms. As per the conditions of approval of this Ordinance, the proposed buildings in the PUD Overlay Zoning District are required to have face brick accents as directed by the City's Development Review Committee. The proposed face brick accents will help ensure compatibility with the surrounding land uses.

Finding 6: The project will not place a burden on existing municipal infrastructure, including utility and drainage systems.

Expanded Finding 6: The Development Plan does not significantly affect public infrastructure. Stormwater is accommodated in a manner consistent with City and other applicable regulations.

Finding 7: The development schedule insures a logical development of the site, protecting the interests of project residents and the general public.

Expanded Finding 7: The Owner has proposed a development schedule that allows for the proposed work associated with the Development Plan to be accomplished in a timely manner.

Finding 8: The planned unit development is in reasonable compliance with the intent and purpose of the Land Use Plan.

Expanded Finding 8: The City's Land Use Plan guides the subject property as an established residential neighborhood, and this case, the neighborhood has established high-density residential uses, which is consistent with the Development Plan; and

WHEREAS, the City Council, at a public meeting on November 9, 2021, conducted the first reading of this Ordinance, which approves PUD Overlay Zoning District and the related Development Plan; and

WHEREAS, the City Council, at a public meeting on November 23, 2021 conducted the second reading of this Ordinance, which approves PUD Overlay Zoning District and the related Development Plan; and

WHEREAS, based on the discussion during the public meetings and written findings presented within this Ordinance, the City Council of the City of Faribault approves the findings associated with this request.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1. Findings. The recitals set forth in this Ordinance and the Exhibits attached hereto are incorporated into and made part of this Ordinance, and where applicable, constitute the findings of the City Council

Section 2. Creation of PUD Overlay Zoning District. The PUD Overlay Zoning District #2021-11 is hereby created, which provides as follows:

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PUD Overlay Zoning District #2021-11

A. Intent. The intent of PUD Overlay District #2021-11 is as follows:

1. Promote additional multi-family housing to help meet the community's need for market-rate housing.
2. Provide for the efficient provision of public utilities and services.
3. Provide for the development of an undeveloped multi-family residential site in an area of existing high-density uses and a neighborhood commercial use.

B. Underlying District. The R-4, High-Density Residential Zoning District underlies the PUD Overlay Zoning District at this site.

C. Permitted Uses. The following shall be permitted uses in the PUD Overlay Zoning District #2021-11:

1. All uses permitted in the underlying R-4, High-Density Residential Zoning District or the underlying District as may be amended;
2. Other uses not specifically listed in this Ordinance, but for which the City Planner or other Authorized Agent of the City has determined that the uses are consistent with the intent of the permitted uses in the PUD Overlay Zoning District #2021-11.

D. Conditional Uses. The following shall be conditional uses in the PUD Overlay Zoning District #2021-11:

1. All conditional uses in the R-4, High-Density Residential Zoning District, or the underlying zoning district as may be amended.
2. A conditional use permit to relocate a previously occupied four-unit dwelling to the site is approved by the City Council in Resolution 2021-230.

3. Other uses not specifically listed in this Ordinance, but for which the City Planner or other Authorized Agent of the City had determined that the uses are consistent with the intent for conditional uses in the PUD Overlay Zoning District #2021-11.

E. Accessory Uses and Standards. Accessory uses in the PUD Overlay Zoning District #2021-11 shall be consistent with the accessory uses and standards specified in the City's Unified Development Ordinance for the underlying R-4, High-Density Residential District.

F. Setback Requirements for Principal Buildings. Setbacks for principal buildings shall be as follows: at the periphery of the PUD Overlay Zoning District #2021-11 shall be consistent with the principal building setbacks requirements of the underlying R-4, High-Density Residential Zoning District, except as follows:

1. Setbacks for principal buildings within the PUD Overlay Zoning District #2021-11 shall be permitted ten (10) feet from the west property line rather than fifteen (15) feet as normally required in the R-4, High-Density Residential Zoning District, subject to the variances approved by the City Council in Resolution 2021-228; and
2. Parking lot setbacks from the east property line and east boundary of the PUD Overlay Zoning District #2021-11 shall not be less than 5 feet where 10 feet is normally required in the R-4, High-Density Residential Zoning District, subject to the variances approved by the City Council in Resolution 2021-228; and
3. All other setback requirements of the R-4, High-Density Residential District except as noted above or as shown on the approved development plan for this site shall be met.

G. Principal Building Height. The height of principal buildings in this PUD Overlay Zoning District shall be consistent with the height requirements of principal buildings in the underlying R-4, High-Density Residential Zoning District.

- H. Density.** The density of housing in this PUD Overlay Zoning District shall be consistent with the provisions of the City's Unified Development Ordinance related to the underlying R-4, High-Density Residential District.
- I. Architecture.** The architectural design of structures in this PUD Overlay Zoning District shall be consistent with the provisions of the City's Unified Development Ordinance and shall be substantially similar to the designs included in the Development Plan as shown in Exhibit C of this Ordinance with the addition of face brick to the building facades as may be required in the final site plan approval. The architectural design of structures shall be compatible with each other and with the surrounding residential neighborhood as determined by the City's Development Review Committee at the final site plan review before issuing building permits for the development.
- J. Access, Parking, and Circulation.** Access, parking, and circulation associated with this PUD Overlay Zoning District shall be substantially consistent with the Development Plan shown in Exhibit B of this Ordinance.
- K. Landscaping and Screening.** Landscaping and screening in the PUD Overlay Zoning District shall be consistent with the applicable standards of the City's Unified Development Ordinance and shall be in substantial conformance with the Development Plans shown in Exhibit B.
- L. Lighting.** Exterior lighting in PUD Overlay Zoning District shall be consistent with the City's Unified Development Ordinance and shall require site plan approval by the City's Development Review Committee.
- M. Signs.** Signs within this PUD Overlay Zoning District shall meet the following requirements.
1. All signs shall be substantially consistent with the general sign provisions specified in Chapter 9, Article 1 and Section 9-120

Residential Districts of the City's Unified Development Ordinance.

2. Signage for the purposes of addressing the buildings shall be approved by the Faribault Fire Chief.

N. Phasing. Development in this PUD Overlay Zoning District may be phased as per the provisions of the City's Unified Development Ordinance and as follows:

1. The four-unit building to be relocated to the site shall be installed on the site within one year of the date of approval of this PUD Overlay Zoning District. The second four-unit building to be built on the site and the associated parking lot and driveway shall be constructed thereafter.
2. All development proposed within this PUD Overlay Zoning District shall be completed within two years after the approval of the second reading of this Ordinance unless extended by the City Council.
3. Should significant delays in the development of this PUD Overlay Zoning District occur, the City's Development Review Committee may require that the Owner amend the PUD through appropriate means to address applicable conditions and regulations.

O. Other Required Standards. Development in this PUD Overlay Zoning District shall be consistent with all applicable standards of the City's Unified Development Ordinance, except as may be modified by this Ordinance, the conditions of approval related to the Development Plan, and any other current or subsequent City approvals.

P. Conformance with the Approved Development Plan for PUD Overlay Zoning District #2021-11. Development in this PUD Overlay Zoning District shall be in substantial conformance with the approved Development Plan dated October 12, 2021, shown in Exhibit B or as amended in accordance with the City's Unified Development Ordinance. However, at the discretion of the City's

Development Review Committee or other Authorized Agent of the City, development can deviate from the approved Development Plan if the deviation is consistent with the intent of this PUD Overlay Zoning District. If required by the City's Development Review Committee, deviation from the approved Development Plan shall require an amendment to this Ordinance.

Section 3. Rezoning of Parcels to PUD Overlay Zoning District #2021-11

1. The parcel legally described in Exhibit A and graphically depicted in Exhibit B is hereby rezoned to PUD Overlay Zoning District #2021-11.
2. The Official Zoning Map of the City of Faribault shall not be required to be republished to show the aforesaid rezoning. However, the City Planner shall appropriately mark the Official Zoning Map on file with the City Planner for the purpose of indicating the rezoning.

Section 4. Approval of the Development Plan for PUD Overlay Zoning District #2021-11. The Development Plan for this PUD Overlay Zoning District, dated October 12, 2021, as shown in *Exhibit B*, is hereby approved as follows:

1. Approval of said Development Plan authorizes the Owner to proceed with requesting Site Plan approval from the City's Development Review Committee (DRC). Following the Site Plan approval from the DRC, the Owner may request building permits for the proposed work in the district.
2. The City's Development Review Committee may attach appropriate conditions to any Site Plan approval related to the work shown in the approved Development Plan. Such conditions may include appropriate provisions to ensure that all applicable provisions from previous City approvals are adequately addressed. Specifically, the Development Plan must provide the following per the direction of the City's Development Review Committee and as generally noted on the Development Plans shown in Exhibit B:

- A. Provide a residential development monument sign consistent with the pertinent provisions of the City's Unified Development Ordinance.
- B. Provide face brick, stone or other suitable accents on the proposed buildings in the Planned Unit Development Overlay Zoning District per the approval of the City's Development Review Committee. These facade accents are intended to help the proposed buildings relate to the existing surrounding multi-family development.
- C. Provide enhanced landscaping beyond the minimal requirements of the City's Unified Development Ordinance and per the direction of the City's Development Review Committee.
- D. Provide fencing adjacent to the west and east property lines per the direction of the City's Development Review Committee.
- E. Provide site lighting per the direction of the City's Development Review Committee.
- F. Prior to issuance of building permit, the Owner must submit a revised Development Plan to the City's Development Review Committee (DRC) that addresses the above conditions of approval to the satisfaction of the DRC.

Section 5. Authorization to Execute Agreements. The Mayor and City Administrator are hereby authorized and directed to execute and deliver any and all required additional agreements, certificates, or other documents the City Attorney determines are necessary to appropriately implement this Ordinance.

Section 6. Authorization to take Additional Steps. City Staff, City Consultants, and the City Attorney are hereby authorized and directed to take any and all additional steps and actions necessary or convenient to accomplish the intent of this Ordinance.

Section 7. Effective Date. This Ordinance shall be effective immediately upon its passage and publication according to the Faribault City Charter

Public Hearing: October 18, 2021

First Reading: November 9, 2021
Second Reading: November 23, 2021
Published: November 30, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A

Legal Description

Lot 2, Block 1, Windsor Park No. 10, City of Faribault,
County of Rice, State of Minnesota

EXHIBIT B (Page 2 of 4)

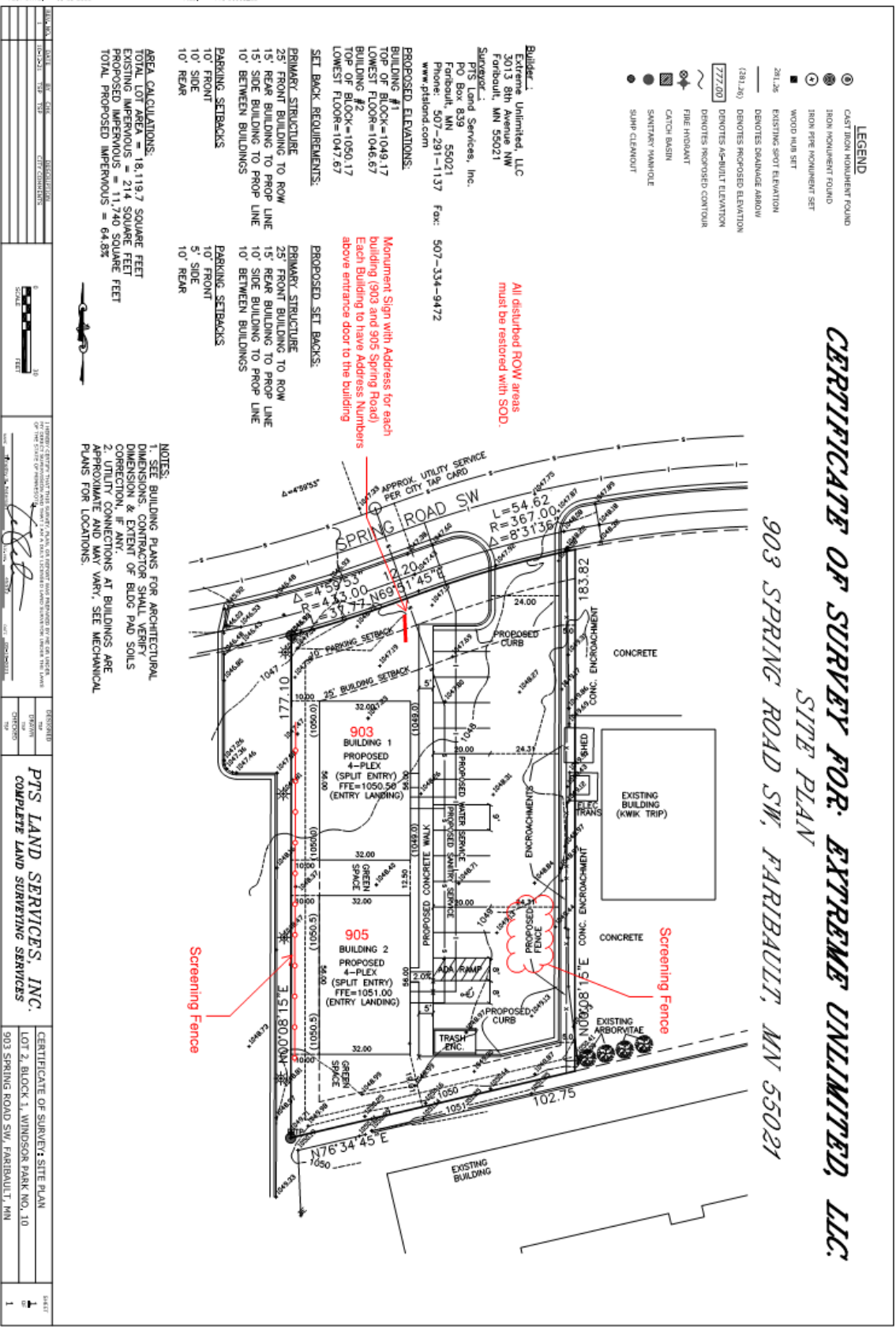


EXHIBIT B (Page 3 of 4)

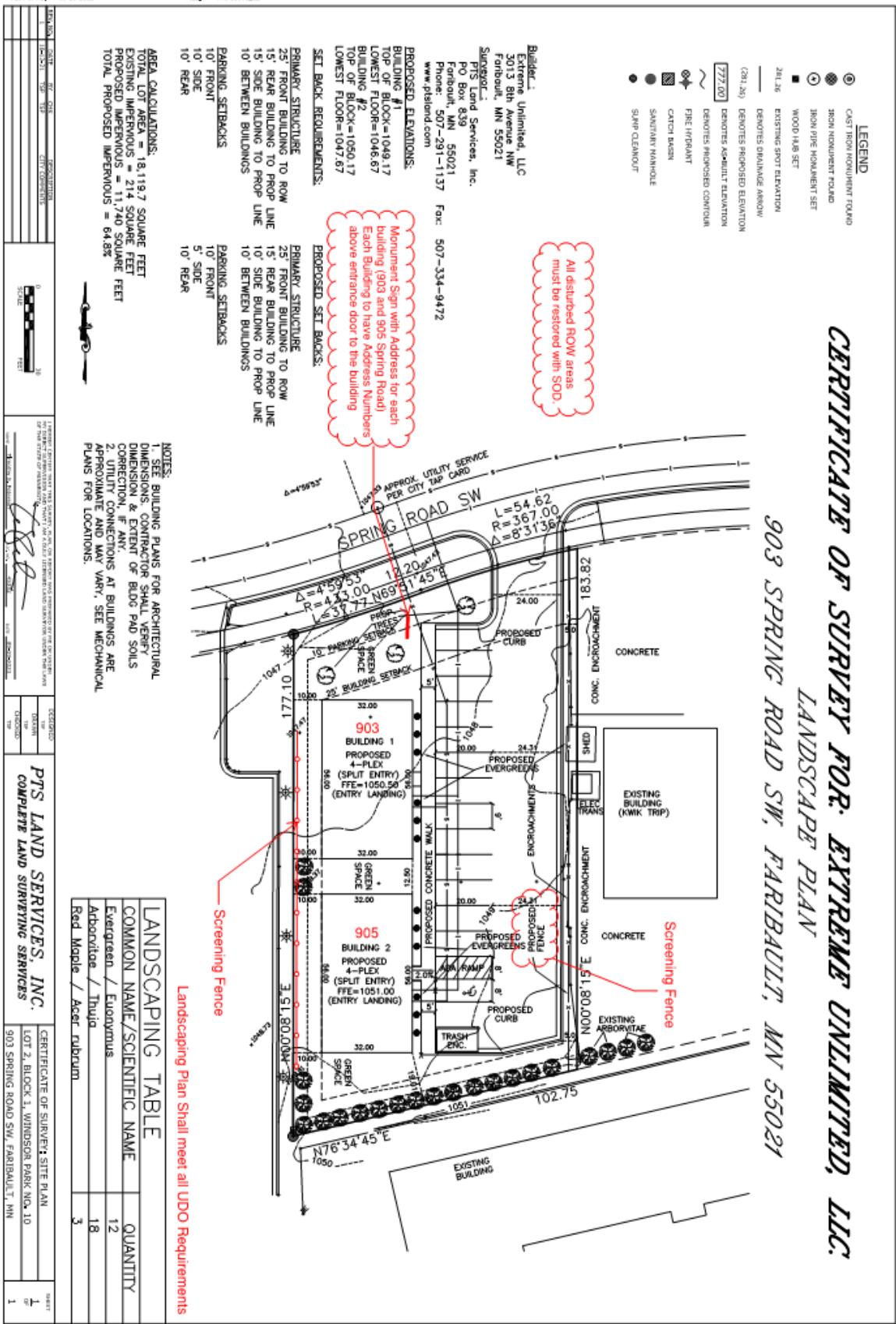


EXHIBIT B (Page 4 of 4)

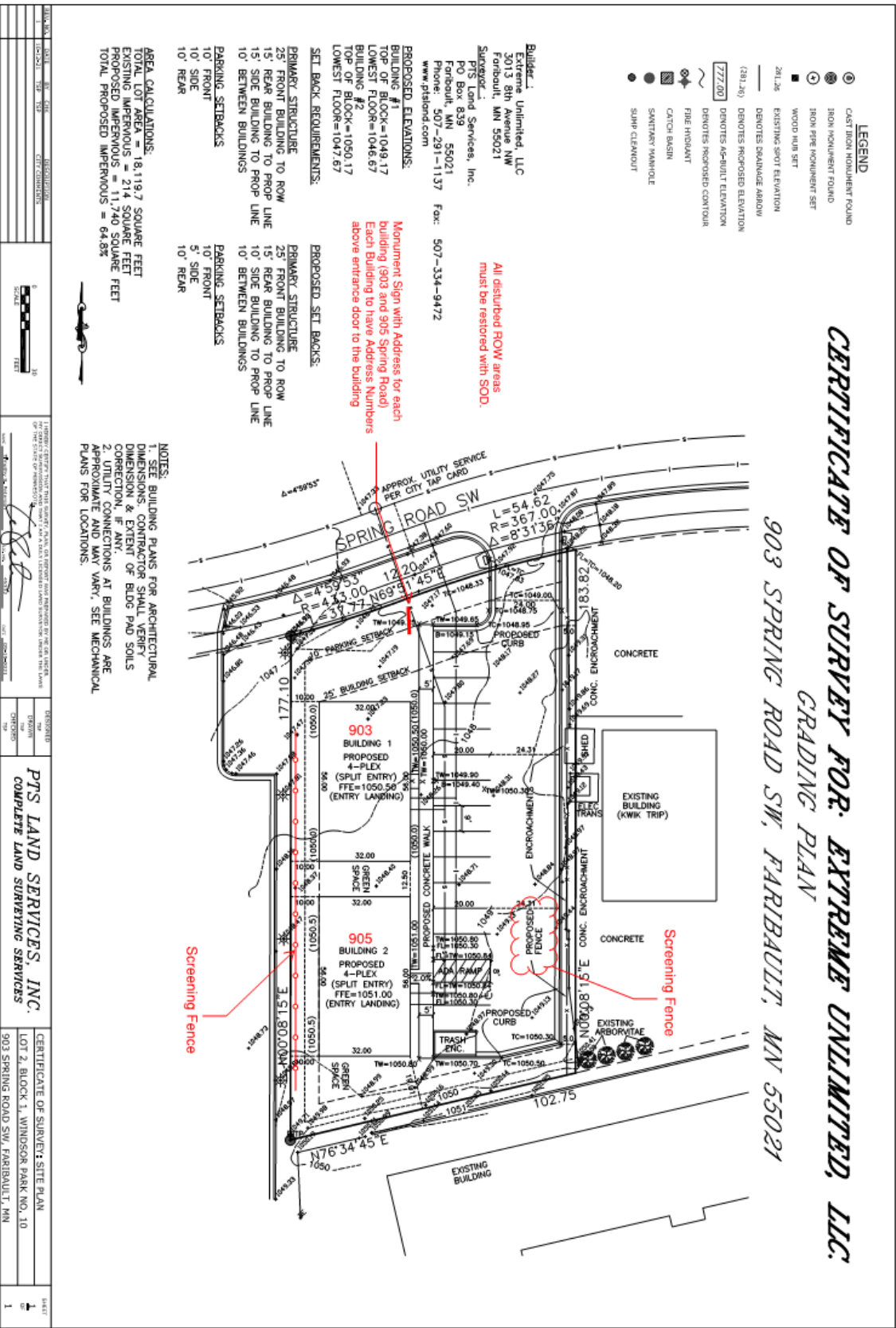
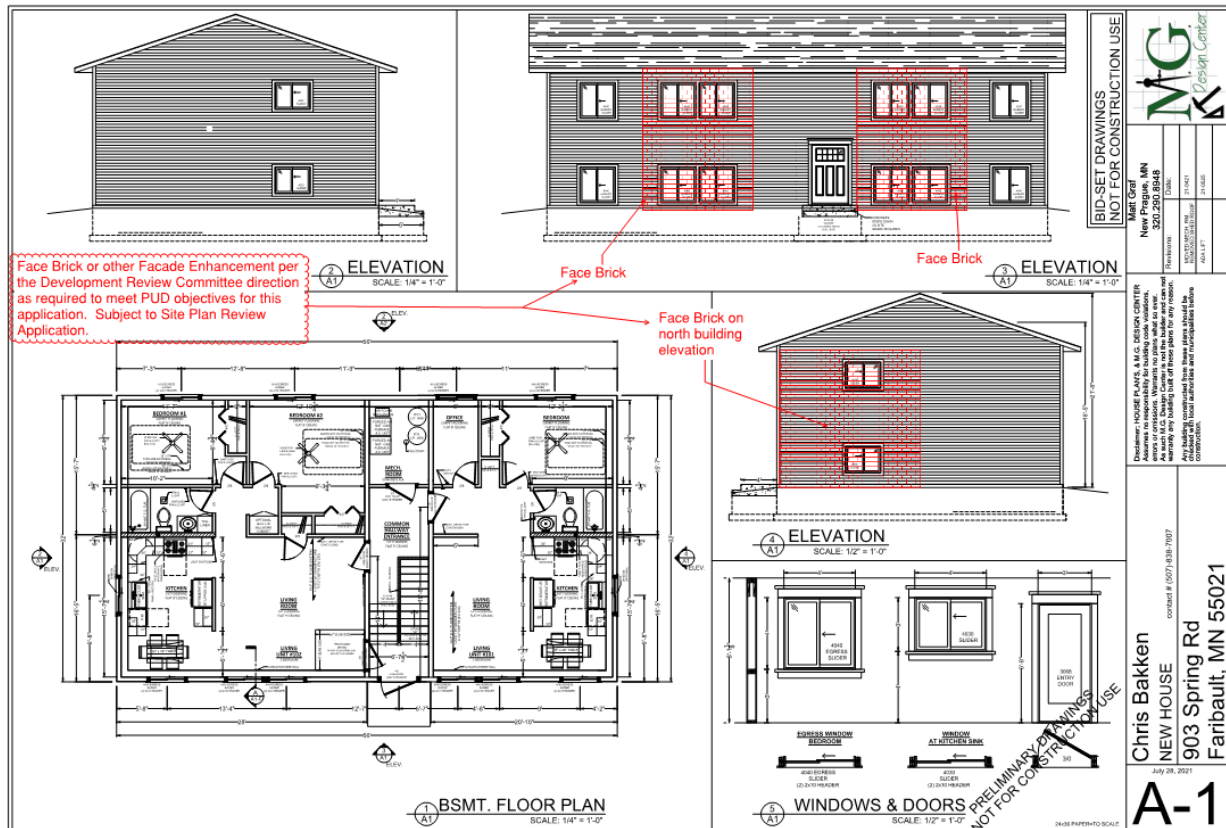


EXHIBIT C Architectural Building Plans





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: November 23, 2021
SUBJECT: Approve Summary Publication of Ordinance 2021-11

Background:

The City Council is asked to approve the summary publication of Ordinance 2021-11 as proposed. This approval requires passage by a 5/7 vote of the City Council.

Recommendation:

Approve summary publication of Ordinance 2021-11 in the Faribault Daily News on Tuesday, November 30, 2021.

Attachments:

1. Ordinance 2021-11 Summary Publication

Summary Publication

CITY OF FARIBAULT

ORDINANCE No. 2021-11

APPROVE PUD OVERLAY DISTRICT TO AUTHORIZE TWO PRINCIPAL STRUCTURES ON ONE MULTI-FAMILY RESIDENTIAL LOT AT 903 SPRING ROAD

On November 23, 2021, the Faribault City Council approved the following Ordinance 2021-11 approving a Planned Unit Development Overlay District at 903 Spring Road. This approval provides for construction of two primary buildings on one multi-family residential lot in the R-4, High Density Residential District. The approved plan provides for two four-unit buildings and associated parking area, required landscaping and associated improvements.

Complete copies of the ordinances, including legal descriptions and maps of the annexed properties, are available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

Public Hearing Date:	October 18, 2021
First Reading:	November 9, 2021
Second Reading:	November 23, 2021
Publication:	November 30, 2021



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic
Development Director
MEETING DATE: November 23, 2021
SUBJECT: Resolution 2021-256 Approve Preliminary and
Final Plat of Faribault Buckham Center Addition

Background:

The City is seeking subdivision plat approval for the Faribault Buckham Center Addition. This application will replat the entire block that includes the Buckham Memorial Library, the Faribault Community Center, Buckham West (Senior Center), homes owned by City of Faribault, Candace Knudson and B & CJ Kad LLC. The subdivision will correct conflicts in title records on the block and clear up zoning issues with the buildings crossing property lines there.

The City approved a comprehensive plan amendment and rezoning for the block in 2017 when the Senior Center was planning to expand. A preliminary plat application was approved at that time but the final plat was not processed due to title issues. Since then, the City completed a title registration process and reduced the size of the subdivision to exclude Peace Park and the Park Place right of way to avoid further title complications. The plat will combine 12 lots into one lot for the Community Center building complex and individual lots for Ms. Knudson, the City, and B&CJ Kad LLC. A total of 4 lots will be created in this subdivision.

On November 15, 2021, the Planning Commission, after proper notice, held a public hearing regarding this subdivision application. No one from the public had any questions or made any comments. The Planning Commission had no concerns with the applications and by a vote of 7-0 approved the findings in support of the preliminary and final plat as requested.

Recommendation:

Adopt Resolution 2021-256 to approve the preliminary and final plat Faribault Buckham Center Addition

Attachments:

1. Resolution 2021-256 Approving Prelim. & Final Plat Faribault Buckham Center Addition
2. Staff Report - PFP Faribault Buckham Center Addition
3. Preliminary Plat 8-28-21
4. Final Plat Set 8-28-21

*State of Minnesota
County of Rice*

CITY OF FARIBAULT

RESOLUTION 2021-256

APPROVE PRELIMINARY AND FINAL PLAT OF FARIBAULT BUCKHAM CENTER ADDITION

WHEREAS, The City of Faribault (the "Applicant") is seeking approval of applications for preliminary plat and final plat approval of Faribault Buckham Center Addition the legal description for the subject property is found on Exhibit A; and

WHEREAS, City Staff has completed a review of said application and made a report (21-04) to the Planning Commission, a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission, on the 15th day of November, 2021 following proper notice, held a public hearing regarding the applications, and following said public hearing made findings and recommended approval of the applications; and

WHEREAS, the City Council, on the 23rd day of November, 2021 at a public meeting considered the application; and

WHEREAS, based upon said report and public hearing, the Planning Commission recommends approval of the preliminary plat for the Faribault Buckham Center Addition attached hereto as Exhibit B, with the following findings as required by Section 15-130 of the City's Unified Development

Ordinance:

1. The proposed preliminary plat conforms with the requirements of this chapter, the applicable zoning district regulations, and any other applicable provisions of this ordinance, subject only to acceptable rule exceptions.
2. The proposed subdivision is consistent with the city's Land Use Plan and any other adopted land use studies.
3. The plat contains a sound, well-conceived parcel and land subdivision layout that is consistent with good land planning and site engineering design principles.
4. The spacing and design of curb cuts and intersection locations is consistent with good traffic engineering design and public safety considerations.
5. All submission requirements have been satisfied.

;and

WHEREAS, based upon said report and public hearing, the Planning Commission recommends approval of the final plat for the Faribault Buckham Center Addition attached hereto as Exhibit B, with the following findings 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.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault that the preliminary 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. The Applicant shall adequately address all items as may be directed by the City Attorney, City Engineer or others with review and approval authority of the City including any plat, or engineer opinions.
3. No Development Agreement is necessary in this case as the City is the primary property owner and the applicant for this Subdivision.
4. The final plat shall be recorded with the Rice County Recorder's Office within twelve (12) Months following City Council approval or it shall be

deemed null and void.

5. The final plat shall be submitted in a digital format suitable to the City Engineer when the final plat is forwarded for required City signatures.
6. The Applicant shall submit current title work for the plat and will be subject to any requirements resulting from City Staff's and the City Attorney's review of the title work and plat opinion issued for this plat.

Date Adopted: November 23, 2021

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A

Legal Description

Parcel A

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

Parcel 1: 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.

Parcel 2: 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 (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.

Parcel 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.

Parcel C

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

AND

All that part of Lot 15, Block 6 in 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 at right angles along a line parallel to the North Line of said 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.

Exhibit B

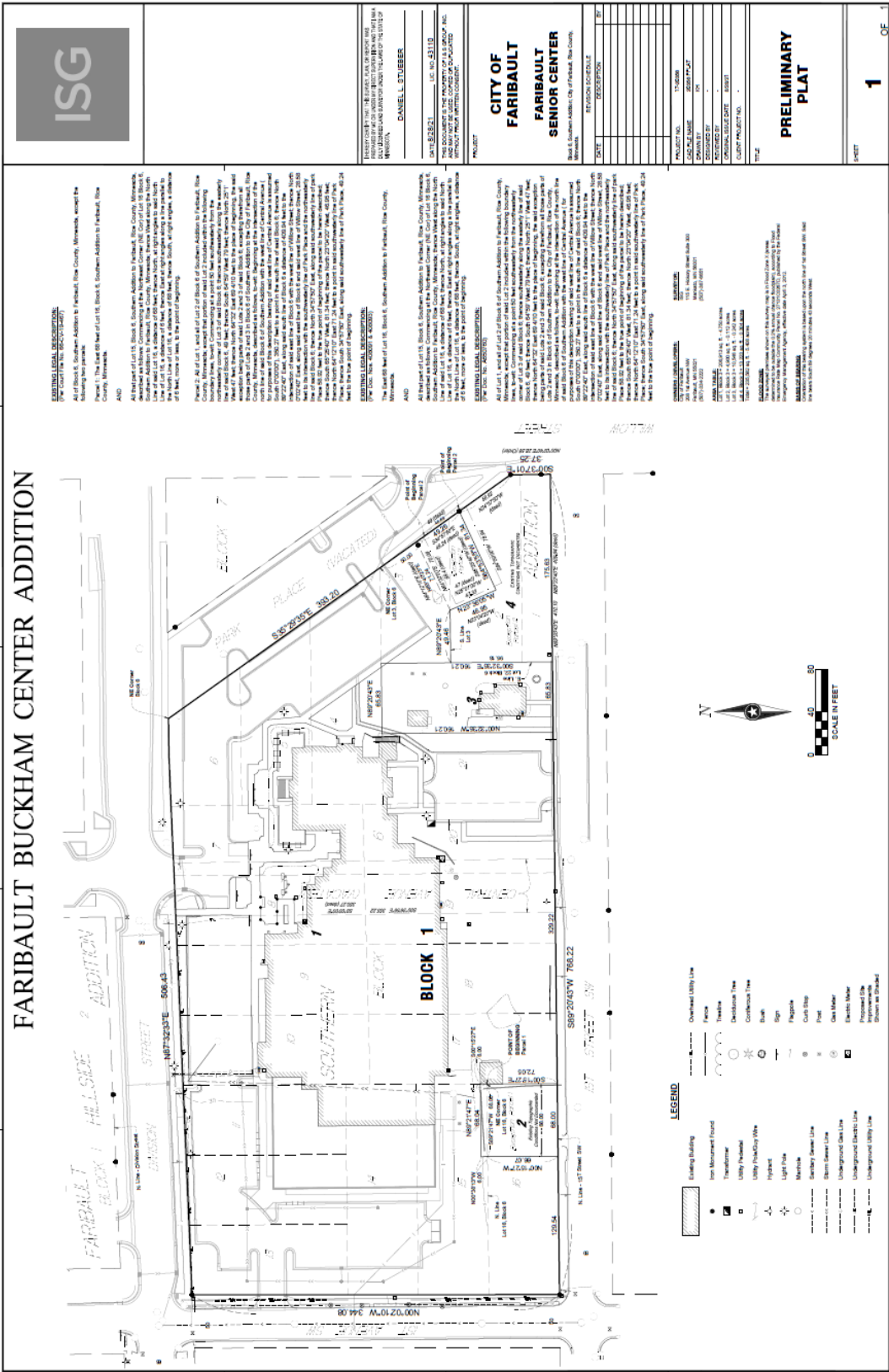


Exhibit C (page 1 of 2)

FARIBAULT BUCKHAM CENTER ADDITION

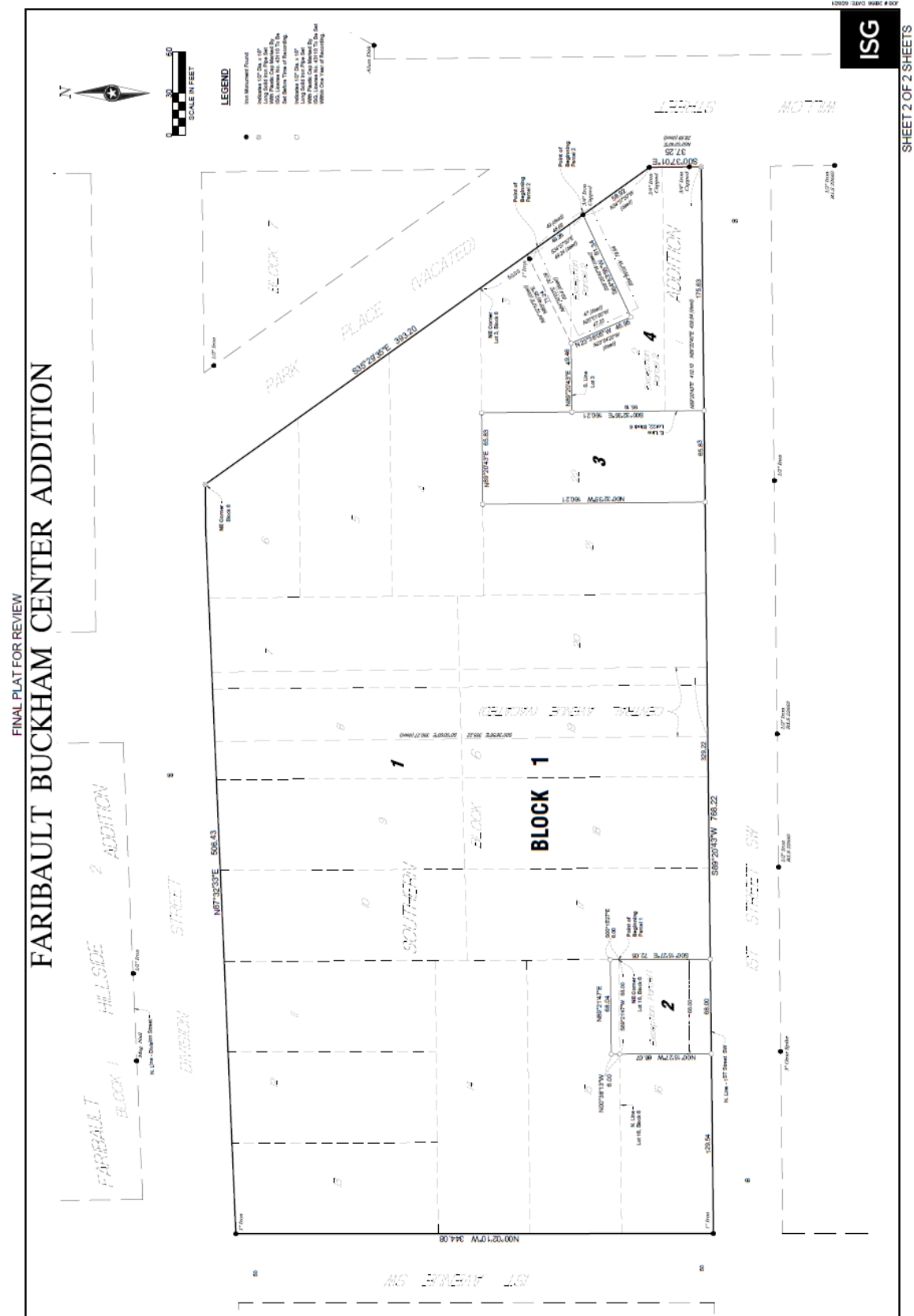
.....(high)
.....(great)
Military Public
My Communication Course

Judy Van Eyn, Aliso County Recorder



01 FEB 4 06 00 1970

Exhibit C (page 2 of 2)





FARIBAULT PLANNING COMMISSION
NOVEMBER 15, 2021 - PUBLIC HEARING

Case Numbers and Requests:	21-4 Preliminary Plat of the Faribault Buckham Center Addition combining a number of lots to accommodate the expansion of the Senior Center
Applicant and Owner:	City of Faribault
Requested Action:	Approve the Applications for Preliminary and Final Plat of Faribault Buckham Center Addition
Deadline for Council Action:	Not Applicable
From:	Peter J. Waldock, AICP, Planning Coordinator

BACKGROUND

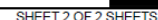
The City first approved a preliminary plat for the Faribault Buckham Center Addition in September of 2017 when the Senior Center was expanded. The City sought to combine a number of parcels on the block south of Division Street and north of 1st Street between 1st Avenue and Willow Street. The City also updated the Comprehensive Plan and rezoned the block to CBD as part of this project. Due to title issues the final plat was not processed and the preliminary plat approval was allowed to expire while the City completed a title registration process (which can take over a year to complete) to address and properly correct the title gaps and overlaps found on the block. An associated subdivision, the Hillside Addition, was approved in 2019, platting the City property north of Division Street in this block. The title registration process has been completed and the City wishes to proceed with preliminary and final plat approval at this time.

The proposed plat combines 12 existing lots into one lot for the Community Center/Senior Center/Library building and replats three single family residential lots with existing homes on the block along 1st Street. Two of the single family lots along 1st Avenue are privately owned rental homes. The third home is owned by the Faribault HRA and used as a rental home as well. The plat does not include Peace Park or Park Place right of way. Park Place was removed and is now part of the parking lot for the library. Peace Park was also excluded from the plat completely to avoid title concerns.

The proposed preliminary plat includes all City owned properties the block and it includes the two privately owned residential lots on 1st Street S. The City is completed a title registration process for the the property that has corrected several gaps and overlaps in the descriptions (titles). The plat excludes Park Place right of way and Peace Park. No variances are required with this application.

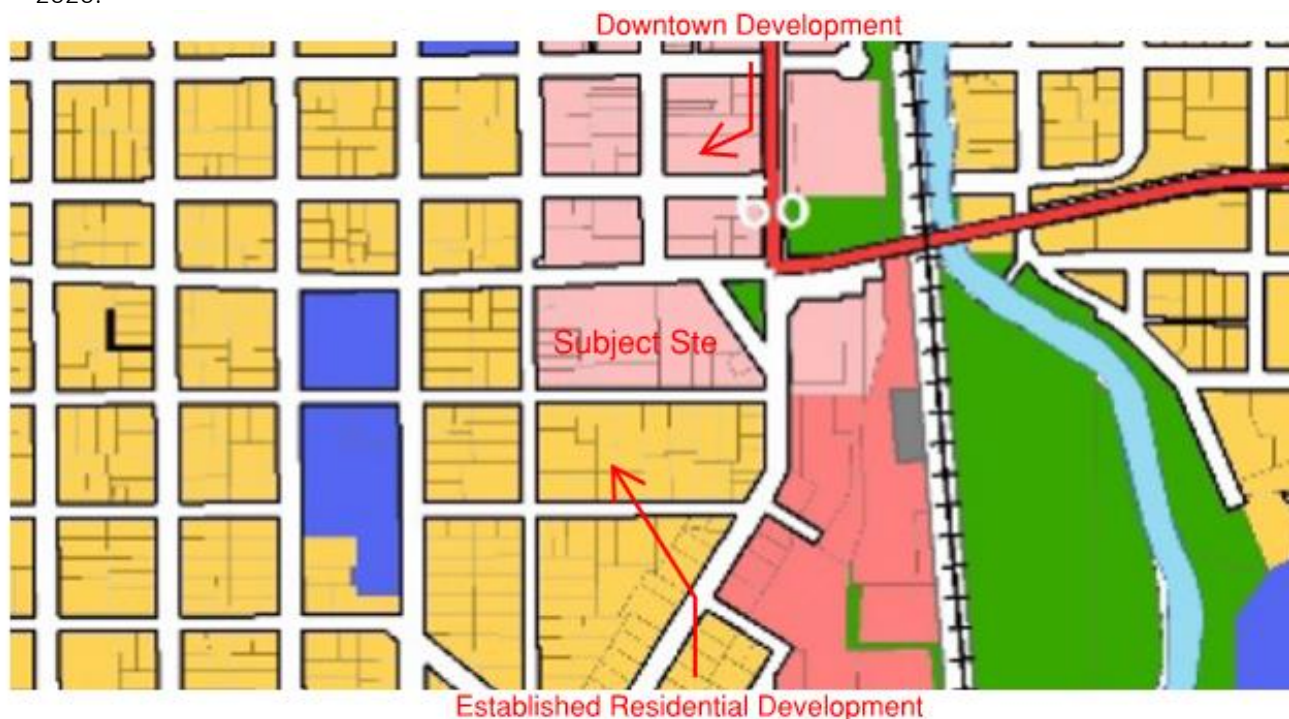


The Final Plat creates one lot for the City Community Center Building including the Library, Community Center and Senior Center (now known as Buckham West). The plat in includes three single family lots, one owned by the HRA the other two owned by private owners. No issues or concerns have been noted with this application.



Comprehensive Plan

The site is guided as Downtown Development as part of the Journey to 2040 Plan approve in September of 2020.



Applicable Code Sections:

Chapter 2, Faribault Unified Development Ordinance (UDO), general requirements and procedures for zoning amendments (rezoning) and development approvals.

Chapter 15, Faribault Unified Development Ordinance (UDO), subdivision regulations

REQUIRED FINDINGS

Sec. 15-130. Required findings for preliminary plat.

The Planning Commission and City Council shall make each of the following findings before granting preliminary plat approval:

- (1) The proposed preliminary plat conforms with the requirements of this chapter, the applicable zoning district regulations, and any other applicable provisions of this ordinance, subject only to acceptable rule exceptions.
- (2) The proposed subdivision is consistent with the city's Land Use Plan and any other adopted land use studies.
- (3) The plat contains a sound, well-conceived parcel and land subdivision layout that is consistent with good land planning and site engineering design principles.
- (4) The spacing and design of proposed curb cuts and intersection locations is consistent with good traffic engineering design and public safety considerations.
- (5) All submission requirements have been satisfied.

Sec. 15-210. Required findings for final plat.

The Planning Commission and City Council shall make each of the following findings before granting final plat approval:

- (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 approved rule exceptions; and
- (3) All submission requirements have been satisfied.

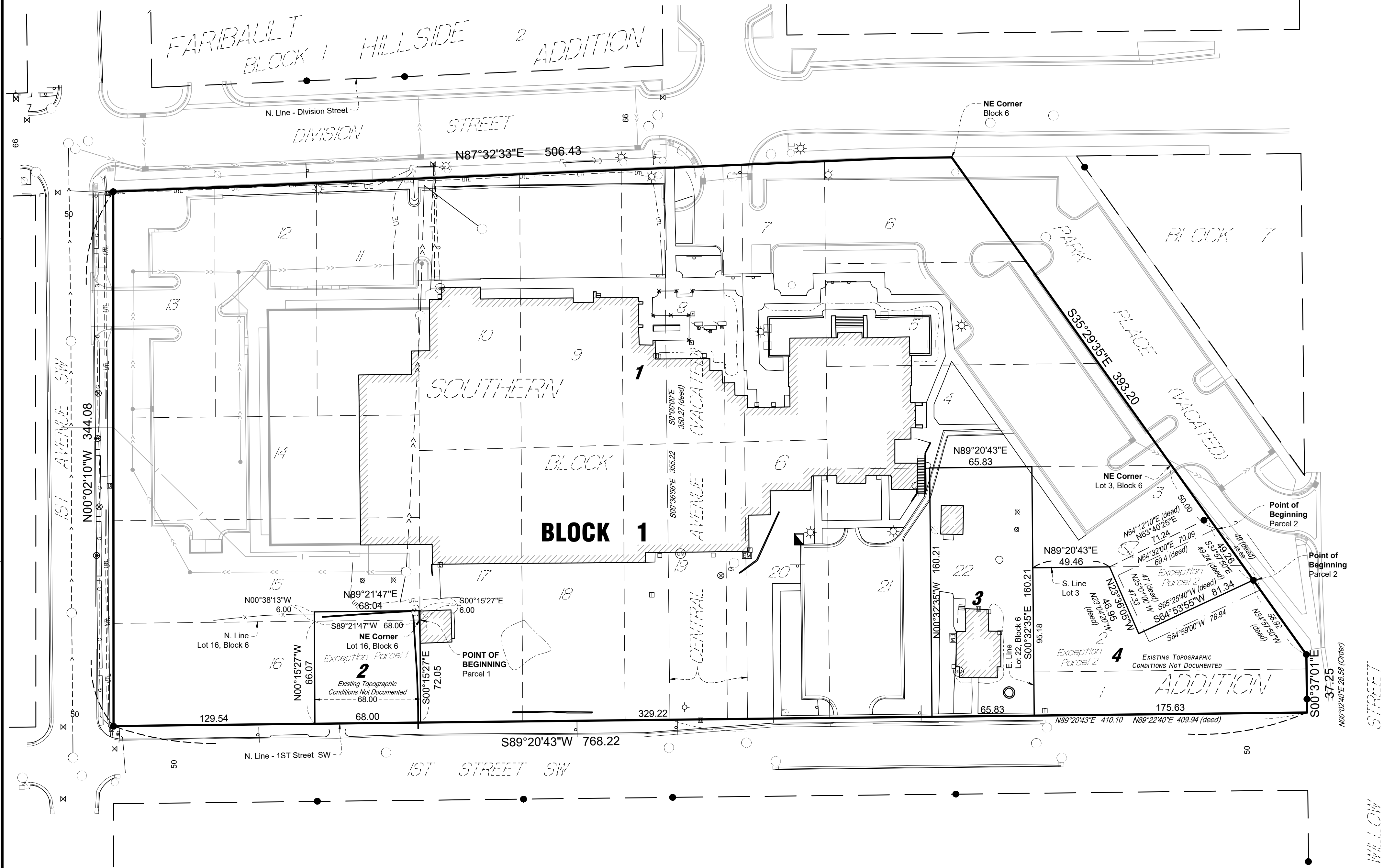
RECOMMENDATION

Staff recommends approval of the Preliminary and Final Plat of Faribault Buckham Center Addition as proposed.

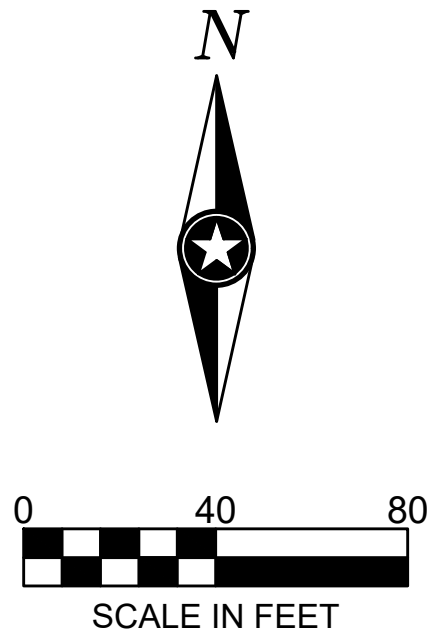
ATTACHMENTS

1. Resolution for Preliminary and Final Plat Approval
2. Plans, Maps and Exhibits

FARIBAULT BUCKHAM CENTER ADDITION



LEGEND	
	Existing Building
	Iron Monument Found
	Transformer
	Utility Pedestal
	Utility Pole/Guy Wire
	Hydrant
	Light Pole
	Manhole
	Sanitary Sewer Line
	Storm Sewer Line
	Underground Gas Line
	Underground Electric Line
	Underground Utility Line
	Overhead Utility Line
	Fence
	Treeline
	Deciduous Tree
	Coniferous Tree
	Bush
	Sign
	Flagpole
	Curb Stop
	Post
	Gas Meter
	Electric Meter
	Proposed Site Improvements Shown as Shaded



EXISTING LEGAL DESCRIPTION:

(Per Court File No. 66-CV-19-467)

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

Parcel 1: 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.

Parcel 2: 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 (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.

EXISTING LEGAL DESCRIPTION:

(Per Doc. Nos. 408091 & 408093)

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.

EXISTING LEGAL DESCRIPTION:

(Per Doc. No. A650760)

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 (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.

OWNERS / DEVELOPERS:

City of Faribault
208 1st Avenue NW
Faribault, MN 55021
(507)-334-2222

SURVEYOR:

ISG
115 E. Hickory Street Suite 300
Mankato, MN 56001
(507)-387-6651

AREA TABLE:

Lot 1, Block 3 = 206,913 sq. ft. - 4.750 acres
Lot 2, Block 3 = 4,900 sq. ft. - 0.112 acres
Lot 3, Block 3 = 10,546 sq. ft. - 0.242 acres
Lot 4, Block 3 = 13,223 sq. ft. - 0.304 acres
Total = 235,582 sq. ft. - 5.408 acres

FLOOD ZONE:

The surveyed premises shown on this survey map is in Flood Zone X (areas determined to be outside the 0.2% annual chance floodplain), according to Flood Insurance Rate Map Community Panel No. 27131C0267D, published by the Federal Emergency Management Agency, effective date April 3, 2012.

BASIS OF BEARING

Orientation of this bearing system is based upon the north line of 1st Street SW. Said line bears South 89 degrees 20 minutes 43 seconds West.



I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

DANIEL L. STUEBER

DATE 8/28/21 LIC. NO. 43110

THIS DOCUMENT IS THE PROPERTY OF I & S GROUP, INC. AND MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT.

PROJECT

CITY OF FARIBAULT FARIBAULT SENIOR CENTER

Block 6, Southern Addition; City of Faribault, Rice County, Minnesota.

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	17-20356
CAD FILE NAME	20356 PPLAT
DRAWN BY	KH
DESIGNED BY	-
REVIEWED BY	-
ORIGINAL ISSUE DATE	8/28/21
CLIENT PROJECT NO.	-

TITLE

PRELIMINARY PLAT

SHEET

1

OF 1

FARIBAULT BUCKHAM CENTER ADDITION

INSTRUMENT OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That B & CJ KAD, LLC, a Minnesota limited liability company, owner of the following described 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.

Has caused the same to be surveyed and platted as **FARIBAULT BUCKHAM CENTER ADDITION** and does hereby dedicate to the public, for public use, the drainage and utility easements as created by this plat.

In witness whereof said B & CJ KAD, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: B & CJ KAD, LLC

Chief Manager

State of _____

County of _____

This instrument was acknowledged before me on _____, 20____ by _____, Chief Manager, of B & CJ KAD, LLC, a Minnesota limited liability company.

(sign)

(print)

Notary Public _____

My Commission Expires _____

AND

KNOW ALL PERSONS BY THESE PRESENTS: That Candace Knudson, a single person, fee owner of the following described property:

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

AND

All that part of Lot 15, Block 6 in 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 at right angles along a line parallel to the North Line of said 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.

Has caused the same to be surveyed and platted as **FARIBAULT BUCKHAM CENTER ADDITION** and does hereby dedicate to the public, for public use, the drainage and utility easements as created by this plat.

In witness whereof said Candace Knudson, a single person, has hereunto set his/her hand this _____ day of _____, 20____.

Candace Knudson

State of _____

County of _____

This instrument was acknowledged before me on _____, 20____ by Candace Knudson.

(sign)

(print)

Notary Public _____

My Commission Expires _____

AND

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Faribault, a Minnesota municipal corporation, owner of the following described property:

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

Parcel 1: 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.

Parcel 2: 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 (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.

Has caused the same to be surveyed and platted as **FARIBAULT BUCKHAM CENTER ADDITION** and does hereby dedicate to the public, for public use, the drainage and utility easements as created by this plat.

In witness whereof said City of Faribault, a Minnesota municipal corporation, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

xx

State of _____

County of _____

This instrument was acknowledged before me on _____, 20____ by _____, _____, of City of Faribault, a Minnesota municipal corporation,

on behalf of the corporation.

(sign)

(print)

Notary Public _____

My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, Daniel L. Stueber, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been or, will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Daniel L. Stueber, Licensed Land Surveyor
Minnesota License No. 43110

State of Minnesota

County of Blue Earth

This instrument was acknowledged before me on _____, 20____ by Daniel L. Stueber, Licensed Land Surveyor.

Kent A. Hays
Notary Public, Minnesota
My Commission Expires Jan. 31, 2020

CITY COUNCIL, CITY OF FARIBAULT, MINNESOTA

This plat of **FARIBAULT BUCKHAM CENTER ADDITION**, was approved and accepted by the City Council of the City of Faribault, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

Mayor

City Administrator

RICE COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20____.

Michael Fangman, Rice County Surveyor

PROPERTY TAX & ELECTIONS DEPARTMENT

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

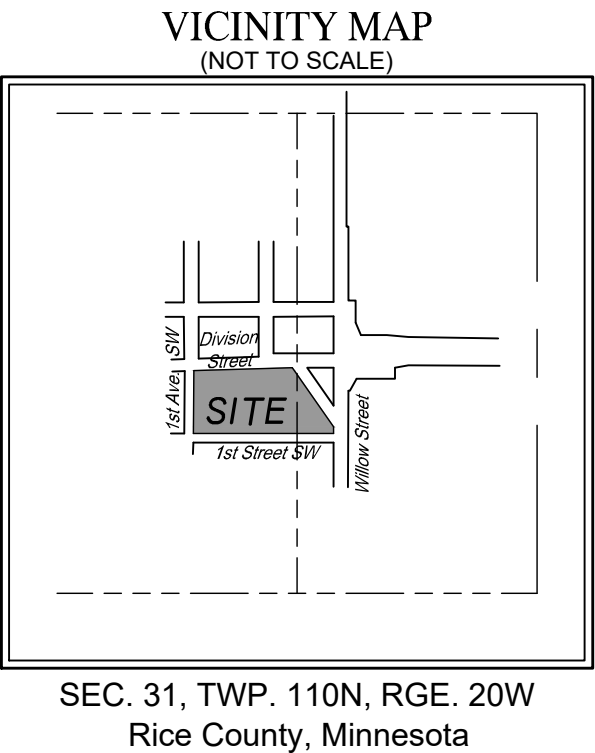
Annette Peters
Property Tax & Elections Director

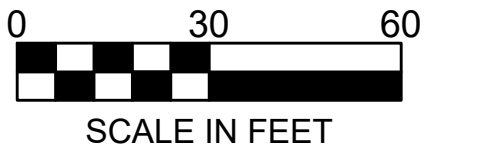
By _____, Deputy

COUNTY RECORDER, COUNTY OF RICE, STATE OF MINNESOTA

I hereby certify that this instrument was filed in this office this _____ day of _____, 20____, at _____ o'clock ____M. and was duly recorded as Document No. _____.

Judy Van Erp, Rice County Recorder





- Iron Monument Found
- ⊗ Indicates 1/2" Dia. x 18"
Long Solid Iron Pipe Set
With Plastic Cap Marked By
ISG, License No. 43110 To Be
Set Before Time of Recording.
- Indicates 1/2" Dia. x 18"
Long Solid Iron Pipe Set
With Plastic Cap Marked By
ISG, License No. 43110 To Be Set
Within One Year of Recording.





Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Paul Peanasky, Parks and Recreation Director
MEETING DATE: November 23, 2021
SUBJECT: Ordinance 2021-12 Repeal and Replace Chapter 15, Article 7 of the City's Unified Development Ordinance related to Park Dedication - First Reading

Background:

The Faribault City Council held work sessions in the fall of 2021 to consider refinements to the City's park dedication requirements. Based on feedback from developers and the City Attorney, the Council directed that the park development surcharge obtained through the building permit process as outlined in Chapter 7, Article 1, Section 7-7 of the City Code of Ordinances be repealed. However, to offset the elimination of the park development surcharge and ensure that the City's park dedication requirements obtained through the subdivision process are sufficient to provide a quality park system, the Council directed amendments to Chapter 15, Article 7 of the City's Unified Development Ordinance.

The key provisions of the proposed ordinance are as follows:

1. Authority and Findings. An authority and findings section states the City's authority to require park dedication through the subdivision process and outlines the City's findings for requiring park dedication.
2. Required Land Dedication. The proposed ordinance does not change the percentage of land dedication required. However, it clarifies that the percentage of dedicated land is based on the gross area of the site, less the area of wetlands to be preserved and the area below the ordinary high water level of water bodies. The ordinance also clarifies that the park dedication requirements associated with outlots in a proposed subdivision may be delayed at the City Council's discretion until the outlots are platted into lots. If delayed, the park dedication requirements shall be based on the dedication requirements when the subdivider plats the outlots into lots.
3. Required Cash Fee. The proposed ordinance changes the cash fee

requirement based on a percentage of the land's fair market value to a set fee based on the number of dwelling units in a residential development or the number of acres in commercial, industrial, public/institutional, and other developments. However, the proposed set fee is also based on a comparable percentage of the fair market value of the land. As with all City fees, the City Council will periodically review the fees and adjust them if warranted. The ordinance also clarifies the timing of the required cash fee payment.

4. Subdivision of Land that does not Increase the Demand for the City's Parks. The proposed ordinance clarifies that if a subdivision does not increase the number of parcels or lots and does not intensify the demand for parks, then the park dedication is exempt from park dedication requirements.
5. Subdivision of Land that Increases the Demand for the City's Parks. The proposed ordinance clarifies that a subdivision, which may or may not have previously satisfied park dedication requirements, must satisfy park dedication requirements for that portion of the proposed subdivision that increases demand for the City's parks. For example, a large single-family residential lot that is subdivided to allow an additional single-family residence must meet the park dedication requirements on the new residential lot only. Also, if an existing commercial development is subdivided for residential development, then the residential development shall provide dedication based on the residential requirements, less the commercial development dedication requirements.

The Planning Commission held a public hearing on November 15, 2021, to consider the proposed ordinance amendment. The Commission voted not to recommend approval of the draft ordinance amendment based on a finding that the cash fee should be based on a percentage of the land's fair market value as opposed to a set fee. The Commission also found that it did not have sufficient information to verify that the proposed ordinance amendment would not decrease the amount of park dedication in the City.

City Staff supports the proposed ordinance amendment based on the City Council's direction and based on the understanding that the City will periodically review the park dedication requirements and adjust them as needed.

Recommendation:

Approve Ordinance 2021-12 - First Reading

Attachments:

1. Ordinance 2021-12

**CITY OF FARIBAULT
ORDINANCE No. 2021-12**

**REPEAL AND REPLACE CHAPTER 15, ARTICLE 7 OF THE CITY'S
UNIFIED DEVELOPMENT ORDINANCE RELATED TO PARK
DEDICATION**

WHEREAS, the Faribault City Council held work sessions in the fall of 2021 to consider refinements to the City's park dedication requirements; and

WHEREAS, after reviewing the park dedication requirements of comparable Minnesota cities and carefully considering the desired park dedication requirements needed to ensure a quality park system in Faribault, the City Council directed that the park dedication requirements be refined; and

WHEREAS, the Faribault Planning Commission, on November 15, 2021, following proper notice, held a public hearing to consider amendments to the park dedication requirements outlined in Appendix B, Chapter 15, Article 7 of the Faribault Code of Ordinances; and

WHEREAS, the Planning Commission voted not to recommend approval of the draft ordinance amendment based on a finding that the cash fee should be based on a percentage of the fair market value of land as opposed to the set fee identified in the proposed ordinance amendment; and

WHEREAS, the Planning Commission also found that the Commission did not have sufficient information to verify that the proposed ordinance amendment would not result in a decrease in the amount of park dedication in the City; and

WHEREAS, City Staff supports the proposed ordinance amendment based on the City Council's direction and based on the understanding that the City will periodically review the park dedication requirements and adjust them as needed to help ensure a quality park system in Faribault.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS that the City of Faribault Code of Ordinances shall be amended by the deletion noted herein and the addition of the underlined language as follows:

SECTION 1. Appendix B, Chapter 15, Article 7 of the Faribault Code of Ordinances is hereby repealed in its entirety.

SECTION 2. A new Appendix B, Chapter 15, Article 7 of the Faribault Code

of Ordinances is hereby created as follows:

ARTICLE 7. PARK DEDICATION

Sec. 15-330. Park Dedication Authority and Findings.

(A) Authority. Per Minnesota Statutes, Section 462.358, Subd. 2b, a city may require a subdivider to dedicate a reasonable portion of the buildable land of any proposed subdivision to the city for parks, recreational facilities, playgrounds, trails, or open space. Alternatively, the city may require the subdivider to provide a cash fee for some or all of the new parcels or lots created in the subdivision based on the average fair market value of the land for which park fees have not been paid.

(B) Findings. The city council finds the following:

- (1) The city's parks, recreational facilities, playgrounds, and open space strengthen the quality of life for residents and those working in the city.
- (2) The city's parks and recreational facilities enhance the city's ability to attract residential, commercial, industrial, and institutional development.
- (3) The subdivision of land and subsequent development increases demand for parks, recreational facilities, playgrounds, and open space. Therefore, it is appropriate that the subdivision of land contribute to the city's parks and recreational facilities in rough proportion to their increased demand from the anticipated development.

Sec. 15-332. City Acceptance of Land Dedication or a Cash Fee.

The city council is solely responsible for determining whether the subdivision of land shall result in land dedication, a cash fee, or a combination of land dedication and a cash fee.

Sec. 15-334. Required Land Dedication.

(A) Criteria for land dedication. The city council may accept land dedication if the city council finds the land is suitable for its intended use and the land is conveniently located for those it will serve. In evaluating whether

to accept land dedication, the city council may consider factors such as size, shape, topography, geology, hydrology, tree cover, access, and location of the land to be dedicated

(B) *Percentage of land dedication required.* When the city council determines that it is appropriate to require land dedication, the subdivider shall dedicate a percentage of the gross area of the subdivision as follows:

(1) Residential development: Seven (7) percent of the gross area of the subdivision, less the area of wetlands to be preserved and the area below the ordinary high water level of waterbodies.

(2) Commercial, industrial, public/institutional, or other development: Four (4) percent of the gross area of the subdivision, less the area of wetlands to be preserved and the area below the ordinary high water level of waterbodies.

(3) Mixed-development: When a subdivision of land includes a mix of residential and other types of development, the amount of land to be dedicated to satisfy park dedication requirements shall be proportional to the types of development proposed.

(C) *Terms of land dedication.* Dedication of land for public use shall be without restrictions or reservations. The subdivider shall grade the dedicated land as per the city-approved subdivision and deed the dedicated land to the city in a condition suitable to the city.

(D) *Timing of land dedication.* The timing of land dedication shall be as follows:

(1) The subdivider shall deed the land to be dedicated to the city before the city's issuance of building permits within the subdivision.

(2) At the city council's discretion, park dedication associated with outlots in a proposed subdivision may be delayed until the outlots are platted into lots. The percentage of land to be dedicated shall be based on the city's dedication requirements when the subdivider plats the outlots into lots.

Sec. 15-336. Required Cash Fee.

(A) *Criteria for cash fee.* When the city council determines that there is no need for land dedication in the proposed subdivision, the city council may

require payment of an equivalent amount in cash as outlined in this section.

(B) Amount of cash fee required. The required cash fee shall be as follows:

(1) The cash fee for a proposed residential subdivision shall be as follows:

- Single-family dwelling: \$1,000
- Multi-family dwellings: \$500 per unit up to the first 20 units, then \$400 per unit for additional units between 21 and 50 units, then \$300 per unit for additional units over 50 units

(2) Commercial, industrial, public/institutional, and other development: \$1,000 per acre of the gross area of the subdivision, less the area of wetlands to be preserved and less the area below the ordinary high water level of waterbodies.

(C) Timing of the cash fee payment. The timing of the cash fee payments shall be as follows:

(1) The subdivider shall pay the city the required cash fee before the city's release of the subdivision for recording with Rice County, except as specified otherwise in this ordinance.

(2) At the city council's discretion, the required cash fee associated with outlots in a proposed subdivision may be delayed until the outlots are platted into lots. The required cash fee shall be based on the city's dedication requirements when the subdivider plats the outlots into lots.

(3) At the city council's discretion, the city and the subdivider may enter into an agreement to delay the required cash fee payment per the terms of the agreement.

(D) Use of cash fee. The city will use the cash fee payment to acquire and improve land for public parks, playgrounds, trails, open space, or as otherwise provided by state statutes.

Sec. 15-338. Other Park Dedication Requirements.

(A) Subdivision of land that does not increase the demand for the city's parks. A subdivision, which may or may not have previously satisfied park dedication requirements, is exempt from park dedication requirements if the following conditions are met:

(1) The proposed subdivision does not increase the number of parcels or lots; and

(2) The proposed uses in the subdivision do not intensify the demand for the city's parks as outlined in this ordinance.

(B) Subdivision of land that increases the demand for the city's parks. A subdivision, which may or may not have previously satisfied park dedication requirements, shall satisfy current park dedication requirements for that portion of the proposed subdivision that increases demand on the city's parks as outlined in this ordinance.

Section 3. This ordinance shall take effect and be in force after its passage and publication per Section 3.05 of the City Charter.

First Reading: November 23, 2021

Second Reading: _____

Publication Date: _____

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul Peanasky, Parks and Recreation Director
MEETING DATE: November 23, 2021
SUBJECT: Ordinance 2021-13 Repeal Chapter 7, Article 1, Section 7-7 of the Faribault Code of Ordinances related to a Park Development Surcharge - First Reading

Background:

The Faribault City Council held work sessions in the fall of 2021 to consider refinements to the City's park dedication requirements. Based on feedback from developers and the City Attorney, the Council directed that the park development surcharge obtained through the building permit process as outlined in Chapter 7, Article 1, Section 7-7 of the City Code of Ordinances be repealed. Ordinance 2021-12, which amends the City's park dedication requirements obtained through the subdivision process, is intended to offset the elimination of the park development surcharge.

Recommendation:

Approve Ordinance 2021-13 - First Reading

Attachments:

1. Ordinance 2021-13

**CITY OF FARIBAULT
ORDINANCE No. 2021-13**

**REPEAL CHAPTER 7, ARTICLE 1, SECTION 7-7 OF THE FARIBAULT CODE OF
ORDINANCES RELATED TO A PARK DEVELOPMENT SURCHARGE**

WHEREAS, the Faribault City Council held work sessions in the fall of 2021 to consider refinements to the City's park dedication requirements; and

WHEREAS, after reviewing the park dedication requirements of comparable Minnesota cities and carefully considering the desired park dedication requirements needed to ensure a quality park system in Faribault, the City Council directed that the park development surcharge outlined in Chapter 7, Article 1, Section 7-7 of the Faribault Code of Ordinances be repealed.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS that the City of Faribault Code of Ordinances shall be amended as follows:

SECTION 1. Chapter 7, Article 1, Section 7-7 of the Faribault Code of Ordinances related to a park development surcharge is hereby repealed in its entirety.

Section 2. The City Council shall amend the City's Fee Schedule to remove all language related to a park development surcharge fee.

Section 3. This ordinance shall take effect and be in force after its passage and publication per Section 3.05 of the City Charter.

First Reading: November 23, 2021

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
10 MONTHS ENDING October 31, 2021
83.33%



GENERAL FUND

	Actual	Annual Budget	Actual to Date	YTD %
	FY 2020	FY 2021	FY 2021	Collected
Revenues				
Taxes	\$ 7,866,482	\$ 8,825,835	\$ 4,736,167	53.66%
Permit & Licenses	546,332	496,305	361,632	72.86%
Intergovernmental Revenue	8,883,181	7,168,662	5,233,514	73.01%
Charges for Services	1,464,405	1,295,426	587,383	45.34%
Fines & Forfeits	101,772	145,000	121,969	84.12%
Miscellaneous Revenue	817,406	143,020	2,789,024	1950.09%
Other Sources	212,314	337,721	-	0.00%
Total	\$ 19,891,891	\$ 18,411,969	\$ 13,829,689	75.11%
Expenditures				
Council	\$ 255,369	\$ 293,363	\$ 503,564	171.65%
City Administration	271,495	287,665	222,097	77.21%
Elections	39,892	4,520	1,620	35.84%
Finance Administration	498,517	519,658	406,877	78.30%
Information Services	232,652	254,565	175,070	68.77%
Legal Services	220,153	324,700	200,731	61.82%
Personnel Administration	256,911	242,376	202,645	83.61%
Planning & Zoning	414,668	445,410	327,900	73.62%
City Hall Maintenance	175,778	190,649	144,390	75.74%
Police Administration	976,578	1,011,409	853,246	84.36%
Criminal Investigation	954,681	991,054	775,755	78.28%
Uniform Patrol	3,117,858	3,280,352	2,569,735	78.34%
Police Records	440,267	465,161	364,927	78.45%
Fire Administration	253,562	301,364	214,852	71.29%
Fire Suppression	1,328,880	1,396,577	1,011,921	72.46%
Code Enforcement -Inspection	504,371	554,068	384,020	69.31%
Emergency Management	3,205	5,550	3,417	61.57%
Community Services	238,304	327,499	192,276	58.71%
Public Works Administration	108,902	113,191	83,374	73.66%
Street Maintenance Projects	1,413,086	1,454,542	1,131,116	77.76%
Ice & Snow Removal	104,759	121,000	104,537	86.39%
Equipment Maintenance	287,681	293,395	240,156	81.85%
Street Lighting	299,276	280,500	176,586	62.95%
Traffic Signs & Signals	47,063	52,100	29,752	57.11%
Engineering	559,407	572,756	444,596	77.62%
Community Center Administration	601,949	703,466	512,016	72.78%
Community Center Building	411,469	522,488	377,449	72.24%
Aquatic Center	61,123	297,649	293,297	98.54%
Washington Center	35,255	59,254	36,564	61.71%
Soccer Complex	26,738	34,418	35,165	102.17%
Adult Programs	97,857	147,864	93,317	63.11%
Youth Programs	45,363	127,568	117,452	92.07%
Parks	1,043,535	1,090,333	829,550	76.08%
Library	1,239,298	1,175,864	888,498	75.56%
Miscellaneous Unallocated	976,292	504,939	397,233	78.67%
Mass Transit	-	10,000	-	0.00%
Total	\$ 17,542,197	\$ 18,457,267	\$ 14,345,700	77.72%
	2,349,695	(45,298)	(516,010)	
* transfer to capital funds	(530,723)			
YTD Fund Balance Increase (Decrease)	1,818,971			

WATER FUND

	Actual FY 2020	Annual Budget FY 2021	Actual to Date FY 2021	YTD % Collected
Revenues				
Charges for Services	\$ 3,529,388	\$ 3,656,925	\$ 3,159,151	86.39%
Miscellaneous Revenue	848,583	51,700	(28,734)	-55.58%
Other Sources	3,000	-	2,125	
Total	\$ 4,380,971	\$ 3,708,625	\$ 3,132,543	84.47%
Expenses				
Personnel Services	\$ 525,031	\$ 597,379	\$ 441,203	73.86%
Supplies	348,831	349,460	261,728	74.89%
Other Services & Charges	1,300,025	766,507	640,507	83.56%
Capital Outlay	-	7,349,687	1,457,847	19.84%
Debt Service	54,306	563,043	79,193	14.07%
Other Uses	104,076	90,000	75,000	83.33%
Total	\$ 2,332,269	\$ 9,716,076	\$ 2,955,478	30.42%
YTD Fund Balance Increase (Decrease)	2,048,702	(6,007,451)	177,065	
Depreciation		(1,100,000)	(916,667)	
YTD Fund Balance Increase (Decrease) with depreciation	2,048,702		(739,602)	

SEWER FUND

	Actual FY 2020	Annual Budget FY 2021	Actual to Date FY 2021	YTD % Collected
Revenues				
Charges for Services	\$ 6,509,217	\$ 5,635,000	\$ 5,311,145	94.25%
Miscellaneous Revenue	461,671	77,000	(3,631)	-4.72%
Other Sources	64,680	-	1,024,347	0.00%
Total	\$ 7,035,568	\$ 5,712,000	\$ 6,331,861	110.85%
Expenses				
Sewer Collection				
Personnel Services	\$ 484,869	\$ 503,219	\$ 391,014	77.70%
Supplies	72,841	97,037	37,525	38.67%
Other Services & Charges	770,271	298,174	167,034	56.02%
Capital Outlay	-	1,539,654	142,212	9.24%
Other Uses	105,000	55,838	87,500	156.70%
Water Reclamation Plant				
Personnel Services	948,345	944,529	763,250	80.81%
Supplies	436,193	371,050	343,226	92.50%
Other Services & Charges	2,108,825	999,309	871,602	87.22%
Capital Outlay	-	2,165,000	2,899,737	133.94%
Debt Service	322,580	1,497,603	303,603	20.27%
Other Uses	105,000	105,000	87,500	83.33%
Total	\$ 5,353,923	\$ 8,576,413	\$ 6,094,203	71.06%
YTD Fund Balance Increase (Decrease)	1,681,644	(2,864,413)	237,658	
Depreciation		(1,905,000)	(1,587,500)	
YTD Fund Balance Increase (Decrease) with depreciation	1,681,644		(1,349,842)	

STORM WATER FUND

	Preliminary FY 2020	Annual Budget FY 2021	Actual to Date FY 2021	YTD % Collected
Revenues				
Charges for Services	\$ 990,687	\$ 1,120,643	\$ 948,914	84.68%
Miscellaneous Revenue	116,985	22,500	(17,319)	-76.97%
Intergovernmental	4,000	-	-	
Total	\$ 1,111,672	\$ 1,143,143	\$ 931,595	81.49%
Expenses				
Personnel Services	\$ 196,022	\$ 234,495	\$ 178,197	75.99%
Supplies	41,472	36,600	21,502	58.75%
Other Services & Charges	444,188	163,765	133,276	81.38%
Capital Outlay	-	1,491,181	6,241	0.42%
Other Uses	20,040	-	-	
Total	\$ 701,721	\$ 1,926,041	\$ 339,216	17.61%
YTD Fund Balance Increase (Decrease)	409,951	(782,898)	592,379	
Depreciation		(400,000)	(333,333)	
YTD Fund Balance Increase (Decrease) with depreciation	409,951		259,046	

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
10 MONTHS ENDING October 31, 2021
83.33%



CASH AND INVESTMENTS					
101	General Fund	9,850,647			Average interest Rate
	Fire Insurance Escrow	78,314	Wells Fargo	163,442	0.01%
210	Charitable Gambling Board	67,656	4M Fund	39,185	0.02%
211	City Rental Property Mgmt	82,274	State Bank of Faribault	5,841,537	0.30%
215	Public Safety Programs	37,873	Citizens Community Federal	3,724,567	0.30%
225	Airport	592,303	RBC	34,515,875	1.80%
240	Community Development	524,350	UBS Financial	1,164,773	2.75%
	EDA Future Project	466,192		<u>\$ 45,449,379</u>	
241	Public Housing	171,205			
	Security Deposits Escrow	16,674			
243	Industrial Development Loan	247,733			
244	Rental Housing Rehabilitation	189,464	Petty cash (on hand)	1,485	
245	Revolving Loans	(7,441)	Escrow Accounts	111,089	0.30%
247	SCDP Revolving Loans	332,279		<u>\$ 112,574</u>	
248	Federal MIF Loans	627,892			
249	Minnesota Investment Fund	14,110			
254	CRV Rehabilitation Program	57,298			
263-272	TIF Districts	100,363			
280	Faribault HRA	869,076	TOTAL CASH	<u><u>\$ 45,561,954</u></u>	
290	Economic Development Authority	467,741			
292	EDA Revolving Fund	384,331			
344-348	Debt Service Funds	2,514,625			
360	Equipment Certificates	255,117			
401	Street Improvement Projects	3,321,204			
404	Park Land Dedication	452,463			
431	Capital Replacement Fund	2,275,669			
437	Public Facility Projects	1,256,494			
469	2018 Construction Projects	241,456			
470	TH60 Reconstruct (2019)	(16,062)			
472	30th St NW & TH3	(90,030)			
473	2020 Construction Projects	(428,579)			
474	2021 Construction Projects	(1,143,442)			
601	Water Fund	6,795,650			
602	Sewer Fund	10,563,045			
603	Storm Water Fund	2,955,901			
704	Worker's Compensation	218,360			
705	Property Liability Reserve	118,571			
873	Roberds Lake Sewer District	11,336			
897	Elderly Housing Corporation	463,053			
898	Robinwood Manor	610,683			
	Escrow Account	16,101			
	Total	<u>\$ 45,561,954</u>			