CITY COUNCIL AGENDA

COUNCIL CHAMBERS	TUESDAY, DECEMBER 26, 2023	6:00 PM

1. **Call to Order/Roll Call/Pledge of Allegiance**
2. **Presentations/Introductions – None**
3. **Approve minutes of the December 12, 2023 City Council Meeting and the December 12, 2023 Special City Council Meeting - Closed Session**
   A. Approve minutes of the December 12, 2023 City Council Meeting and the December 12, 2023 Special City Council Meeting - Closed Session
4. **Consent Agenda**
   A. List of Claims for Release
   B. Approve Software as a Service Agreement with Tyler Technologies, Inc.
   C. Resolution 2023-248 Approve the Purchase of Squad Car Routers and Antennas for Police Utilizing Public Safety Aid Funds
   D. Approve LG220 Application for Exempt Permit for Catholic United Financial Council 13SS Lawrence/Anne
   E. Approve Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License for Bethlehem Academy
   F. Approve Quote for Library Exterior Clean, Seal and Repair
   G. Approve the Purchase of Camera Routers with BJA Grant Funds
   H. Approve Sanitary Sewer Main Repair at Water Reclamation Facility
   I. Approve Hangar Rental Agreement Renewals
   J. Accept Biomass Grinding Quote
   K. Approve Purchase of Fire Apparatus
   L. Resolution 2023-249 Adopting Data Practices Policy and Designating Responsible Authority and Compliance Officer
   M. Approve Purchase of Enclosed Equipment Trailer
   N. Approve Earned Sick and Safe Time Policy
   O. Approve Purchase of Toro Toolcat for Parks and Recreation Department and Revise CIP
   P. Resolution 2023-250 Accept Donations to the City of Faribault
   Q. Resolution 2023-251 Approve Rural Fire Association Agreement
5. **Requests to be Heard**
6. **Public Hearings – None**
7. **Items for Discussion**
   A. Resolution 2023-247 Approve a Conditional Use Permit for Adaptive Reuse of an Institutional Building at 1132 6th St NW
8. **Bids - None**

9. Boards and Commissions Reports, Announcements and Project Updates

A. Monthly Financial Report

10. Adjournment

(The Council may meet as a group for dinner)

NOTE:

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

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

CITY COUNCIL MINUTES

COUNCIL CHAMBERS	TUESDAY, DECEMBER 12, 2023	6:00 PM

Call to Order/Roll Call/Pledge of Allegiance
The meeting of the City Council was called to order by Mayor Kevin Voracek at 6:00 pm. Councilors in attendance included Sara Caron, Royal Ross, Adama Doumbouya, Peter van Sluis, Tom Spooner and Chuck Thiele. Also in attendance was City Administrator Tim Murray, City Clerk Heather Slechta, Public Works Director Travis Block, Human Resources Director Kevin Bushard, Fire and Codes Service Director Dustin Dienst, Police Chief John Sherwin, Parks and Recreation Director Paul Peanasky, Library Services Director Delane James, City Engineer Mark DuChene, Finance Director Jeanne Schmuck and Community and Economic Development Director David Wanberg.

Presentations/Introductions – None

Approve minutes of the November 28, 2023 City Council Meeting and the December 5, 2023 Special City Council Meeting - Closed Session
Motion by Ross, seconded by Doumbouya to approve minutes of the November 28, 2023 City Council Meeting and the December 5, 2023 Special City Council Meeting - Closed Session and carried unanimously.

Consent Agenda

A. List of Claims for Release
B. Sigma Services Agreement and HIPAA Addendum with Faribault Police and Fire Departments
C. Resolution 2023-241 Approving the Decertification of Tax Increment Financing District #6-1, Village at Park Avenue
D. Approve Release Agreement
E. Approve Agricultural Land Tiling Agreement
F. Approve Grant Funded Purchase of FARO Crime Scene Scanner
G. Resolution 2023-242 Initiate Project and Order Feasibility Report for 2024 Street Overlay & Sidewalk Improvements - Contract 2024-02
H. Resolution 2023-243 Initiate Project and Order Feasibility Report for 2024 Westwood Drive Reconstruction Improvements - Contract 2024-03
I. Resolution 2023-244 Initiate Project and Order Feasibility Report for 2024 Street Reconstruction Project - Contract 2024-06
J. Approve Customizable Lighting Guidance Policy
K. Approve City Administrator Employment Agreement
L. Approve Agreement for Professional Agency Services with the Faribault Area Chamber of Commerce and Tourism
M. Accept Quote for Service Truck Box
N. Approve Hangar Rental Agreement
O. Approve Bid from Heiman Fire Equipment for Building Fire Apparatus

Motion by van Sluis, seconded by Ross to approve Consent Agenda Items A-O and carried unanimously.

Requests to be Heard – None

Public Hearings
Approval of the 2024 Budget, Tax Levies, CIP, Fee Schedule, and Franchise Fee Distribution
Finance Director Jeanne Schmuck explained that the City Council must formally approve the final 2024 Budget, Tax Levy, Capital Improvement Plan and Fee Schedule. Schmuck stated that several budget

work sessions were held to discuss these items. Schmuck explained that the Council was required to provide an opportunity for any member of the public to comment or provide input regarding the 2024 budget and tax levy.

Schmuck explained that the CIP is part of the overall budget appropriation process and provides detailed information for all capital expenditures for the 2024 fiscal year. The document outlines capital purchases and projects anticipated for the next 5-year period. It is a working document that is reviewed and adjusted on an annual basis. The 2024 Fee Schedule provides license fees, charges for multiple services offered by the City, and utility rates. Franchise Fees are distributed into multiple funds and the 2024 amounts were included for Council approval.

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

Julie Riley, 1723 Buckingham Path, address the Council regarding the increase in her property value as well as the increase in taxes, Riley stated that she has experienced a 25% increase since 2022. She addressed Rice County regarding the increase as well, and the assessor's office did visit the property and after inspecting in, felt the value was correct. Councilor Ross explained that since the property was recently sold, it could have triggered the County to revalue the home at its todays value since its last sale was in 2004, that could have resulted in the higher value over the last couple of years. Bill Riley stated that County Staff informed him that they saw people working on the home, Riley explained that the only update was painting and fixing a leak.

Motion by Spooner, seconded by Caron to close the public hearing and carried unanimously. The public hearing closed at 6:34 pm.

Motion by Spooner, seconded by van Sluis to approve Resolution 2023-234 Adopt 2024 Property Tax Levy and carried unanimously.

Motion by Ross, seconded by Thiele to approve Resolution 2023-235 Adopt 2024 Budget and Fund Appropriations and carried unanimously.

Motion by van Sluis, seconded by Doumbouya to approve Resolution 2023-236 Adopt 2024 HRA Property Tax Levy and carried unanimously.

Motion by Ross, seconded by Spooner to approve Resolution 2023-237 Adopt 2024 EDA Property Tax Levy and carried unanimously.

Motion by Doumbouya, seconded by van Sluis to approve Resolution 2023-238 Adoption of 2024 Fee Schedule and carried unanimously.

Motion by Thiele, seconded by Doumbouya to approve Resolution 2023-239 Approve 2024-2028 Capital Improvement Plan and carried unanimously.

Motion by Ross, seconded by Thiele to approve Resolution 2023-240 Approve 2024 Franchise Fees Distribution and carried unanimously.

Items for Discussion

Ordinance 2023-23 Amending Article V of Chapter 14 of the Faribault City Code of Ordinances (Second Reading) and Approve Summary Publication of Ordinance 2023-23

City Administrator Tim Murray stated that since the first reading on November 28, 2023 there have been no changes made to Ordinance 2023-23.

Mayor Voracek stated that there will still be a Tourism Commission, however, it will now be through the Chamber of Commerce rather than the City.

Motion by van Sluis, seconded by Ross to approve Ordinance 2023-23 Amending Article V of Chapter 14 of the Faribault City Code of Ordinances (Second Reading)

Roll Call Vote:
Aye: Councilor Caron, Doumbouya, Ross, van Sluis, Spooner, Thiele, Mayor Voracek
Nay:

Motion carried 7:0

Motion by Spooner, seconded by Ross to approve Summary Publication of Ordinance 2023-23 and carried unanimously.

Resolution 2023-246 Approve New On-Sale Intoxicating/Sunday Liquor License for Orion Hospitality Group LLC dba Crooked Pint Ale House
City Clerk Heather Slechta explained that Orion Hospitality Group LLC dba Crooked Pint Ale House applied for an On-Sale Intoxicating Liquor License and Sunday Liquor License. They will be operating at 125 1st Ave NE. The Police Department completed a background check and a review of the Certificate of Liability Insurance by the City Attorney was also completed. If approved, the license will be in effect from January 1, 2024-December 31, 2024.

Motion by Ross, seconded by Caron to approve Resolution 2023-246 Approve New On-Sale Intoxicating/Sunday Liquor License for Orion Hospitality Group LLC dba Crooked Pint Ale House and carried unanimously.

Bids
Resolution 2023-245 Accept Bids for Riverchase Regional Stormwater Improvements Project - Contract 2022-14
City Engineer Mark DuChene explained that on Wednesday, December 6, 2023, bids were received for the Riverchase Regional Stormwater Improvements project-Contract 2022-14, including grading, storm sewer and construction of a new regional stormwater basin in the Riverchase Addition plat area.

The bids were tabulated as follows:

Fitzgerald Excavating and Trucking, Goodhue, MN	$ 983,901.05
BCM Construction, Inc., Faribault, MN	$ 987,987.00
Hoffman Construction Company, Black River Falls, WI	$1,204,757.65
Heselton Construction, Faribault, MN	$1,237,761.00
Rachel Contracting, LLC, St. Michael, MN	$1,254,110.69
ICON, LLC, Dodge Center, MN	$1,399,866.50
Ryan Contracting Company, Elko-New Market, MN	$1,478,355.50
Schumacher Excavating, Inc, Zumbrota, MN	$1,633,502.80
Engineer's Estimate	$1,126,330.10

Based on the low bidder's prices, the estimated funding for the project including contingencies, permitting and engineering fees a total of $1,230,000.00 will be paid from the Storm Sewer Utility Fund.

Staff recommended to award to the low bidder, Fitzgerald Excavating and Trucking. Construction on the project is scheduled to be substantially completed before July 1, 2024.

Motion by Doumbouya, seconded by Thiele to approve Resolution 2023-245 Accept Bids for Riverchase Regional Stormwater Improvements Project - Contract 2022-14 and carried unanimously.

Boards and Commissions Reports, Announcements and Project Updates
City Clerk Heather Slechta stated that the City is currently accepting applications for Board and Commission appointments.

Adjournment
Motion by Ross, seconded by Doumbouya to adjourn the City Council meeting and carried unanimously.

The City Council meeting was adjourned at 6:44 pm.

Respectfully Submitted,

Heather Slechta
City Clerk

SPECIAL CITY COUNCIL MINUTES

PUBLIC MEETING ROOM TUESDAY, DECEMBER 12, 2023

The Special meeting of the City Council was called to order by Mayor Kevin Voracek at 6:50 pm. Councilors in attendance included Sara Caron, Royal Ross, Adama Doumbouya, Peter van Sluis, Tom Spooner and Chuck Thiele. Also in attendance was City Administrator Tim Murray and Community and Economic Development Director David Wanberg.

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

The meeting was closed at 6:51 pm.

The City Council held a Special Closed Meeting pursuant to Minnesota Statutes, Section 13D.04, subdivision 2 and pursuant to Minnesota Statutes, Section 13D.05, subdivision 3(c) and 13.44, subdivision 3, to conduct a closed City Council meeting concerning the properties identified as Parcel IDs 18.31.1.02.001, 18.31.1.02.002, 18.31.1.26.051, and 18.31.1.26.052 (hereinafter referred to as the “Properties”) and to consider strategies and to develop or consider offers or counteroffers for the purchase and/or sale of the Properties and to review confidential appraisal information for the Properties.

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

The meeting was opened at 7:27 pm.

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

Meeting adjourned at 7:27 pm.

Respectfully Submitted,

_____
Timothy C. Murray
City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Jeanne Schmuck, Finance Director
MEETING DATE:	December 26, 2023
SUBJECT:	List of Claims for Release

Background:

A copy of the list of claims is available for City Council review through the City Administrator, in the amount of $2,043,951.76, which includes check numbers 179377 to 179470 and automatic clearing house payments.

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

Recommendation:

Approve the attached List of Claims for Release.

Attachments:

1. 12.26.2023 Council AP List

AP
AP Council Approval 12-26-2023

User: astadler
Printed: 12/22/2023 9:36:24 AM

Check Numb	Last Name	Acct 1	Amount	Description
0	Ag Partners Coop	101-45127-450-42110	1,149.00	Fertilizer(Soccer Complex)
	Ag Partners Coop		1,149.00	
179383	Agroconnor	101-45200-450-42160	500.00	Weed Killer
	Agroconnor		500.00	
179384	Amazon Capital Services	101-42400-420-42110	20.99	Phone Case / T Muchow
179384	Amazon Capital Services	101-42123-420-42110	20.99	Phone Case / J Witt
179384	Amazon Capital Services	101-45200-450-42110	249.96	Rope
179384	Amazon Capital Services	101-43121-430-42010	49.01	Desk Calendars
179384	Amazon Capital Services	101-42400-420-42110	9.99	IPhone Charger
179384	Amazon Capital Services	101-42400-420-42020	66.64	Webcam and Headset for Steve
179384	Amazon Capital Services	101-42210-420-42230	16.88	Furniture Pads
179384	Amazon Capital Services	101-45110-450-42010	53.98	Window Markers
179384	Amazon Capital Services	101-45500-450-42110	5.18	Distilled Water
179384	Amazon Capital Services	101-41510-410-42020	23.87	Floppy Disk Reader
179384	Amazon Capital Services	101-41580-410-42020	39.18	USB to Ethernet Adapters
179384	Amazon Capital Services	101-45130-450-42410	275.98	Board Holder for Tae Kwon Do
179384	Amazon Capital Services	101-45110-450-42020	39.99	Chromecast
179384	Amazon Capital Services	101-42220-420-42110	37.62	Batteries
179384	Amazon Capital Services	101-45500-450-42020	152.99	3D Printer Filament Dryer Replacement
179384	Amazon Capital Services	101-42220-420-42110	17.62	Otterbox Phone Case
179384	Amazon Capital Services	602-49480-000-42210	69.99	Air Compressor Muffler
179384	Amazon Capital Services	101-45500-450-42010	58.13	CD Cases/Dusters/Magic Erasers
179384	Amazon Capital Services	601-49430-000-42010	49.01	Desk Calendars
179384	Amazon Capital Services	602-49450-000-42010	5.10	Desk Calendars
179384	Amazon Capital Services	101-45500-450-42020	19.94	MicroSD Card Reader
179384	Amazon Capital Services	101-42110-420-42230	103.05	Bulb for Projector
179384	Amazon Capital Services	101-45500-450-43130	25.99	Filament
179384	Amazon Capital Services	601-49430-000-42010	5.10	Desk Calendars
179384	Amazon Capital Services	602-49450-000-42010	5.10	Desk Calendars

Key: General Fund (101), Airport (225), Water (601), Sewer (602), Storm (603)

Check Numb	Last Name	Acct 1	Amount	Description
179384	Amazon Capital Services	603-49500-000-42010	0.73	Desk Calendars
179384	Amazon Capital Services	101-45200-450-42110	144.98	Dewalt Batteries
179384	Amazon Capital Services	601-49430-000-42010	5.10	Desk Calendars
179384	Amazon Capital Services	603-49500-000-42010	0.73	Desk Calendars
	Amazon Capital Services		1,573.82	
179385	American Red Cross	101-45122-450-43140	650.00	Training Provider Fee
179385	American Red Cross	101-45130-450-43131	36.00	Civic Certification
	American Red Cross		686.00	
179386	American Test Center Inc	101-42220-420-44040	600.00	Annual Test & Safety Inspection #2117
	American Test Center Inc		600.00	
179387	Amundsen Jeff & Amy	601-00000-000-20200	93.12	Refund Check 013632-000, 525 5 St NE
	Amundsen Jeff & Amy		93.12	
179388	Aspen Mills	101-42123-420-42180	196.49	Under Vest Fleece - Undervest Shirt / H Goodwin
179388	Aspen Mills	101-42123-420-42180	198.79	Uniform Shirt w/Epaulets / E Sammon Duty Belt and Keepers
179388	Aspen Mills	101-42110-420-42180	64.32	Captain Bars - Lieutenant Bar - Sergeant Chevrons
	Aspen Mills		459.60	
0	Auto Value Parts Store	101-43121-430-42210	-18.00	Battery Core Credit - Street #407
0	Auto Value Parts Store	101-43126-430-42110	2.99	Rubber Grommets
0	Auto Value Parts Store	101-43126-430-42110	-2.99	Rubber Grommet Credit
0	Auto Value Parts Store	101-45200-450-42110	8.99	Thread Sealant
0	Auto Value Parts Store	101-43121-430-42210	7.98	Spark Plugs - Street Pole Saws
0	Auto Value Parts Store	101-42220-420-42130	146.94	Synthetic Oil #2120
0	Auto Value Parts Store	101-42220-420-42210	7.31	Driveshaft Flange
0	Auto Value Parts Store	101-42220-420-42210	47.66	Taper Cup / Joint Strap
0	Auto Value Parts Store	101-42220-420-42130	26.99	Oil
	Auto Value Parts Store		227.87	
179389	Baker & Taylor Entertainment	101-45500-450-42190	28.97	Books
179389	Baker & Taylor Entertainment	101-45500-450-42190	192.64	Books
179389	Baker & Taylor Entertainment	101-45500-450-42190	125.80	Books
179389	Baker & Taylor Entertainment	101-45500-450-42190	276.87	Books
179389	Baker & Taylor Entertainment	101-45500-450-42190	1,253.76	Books

Check Numb	Last Name	Acct 1	Amount	Description
179389	Baker & Taylor Entertainment	101-45500-450-42190	135.77	Books
179389	Baker & Taylor Entertainment	101-45500-450-42190	284.13	Books
	Baker & Taylor Entertainment		2,297.94	
179390	Bauer Ryan	101-45125-450-44010	217.54	Sand Pit Shower Repair
179390	Bauer Ryan	602-49450-000-44010	9.43	Shop Sink Repairs
179390	Bauer Ryan	603-49500-000-44010	1.35	Shop Sink Repairs
179390	Bauer Ryan	101-45122-450-44010	134.29	Replace Pool Hose Valve
179390	Bauer Ryan	101-45122-450-44010	1,171.57	Repair Showers in Women's Locker Room
179390	Bauer Ryan	603-49500-000-44010	3.25	Drinking Fountain Repairs
179390	Bauer Ryan	101-45122-450-44010	102.53	Repair Urinal in Men's Locker Room
179390	Bauer Ryan	101-45200-450-44010	190.00	Alexander Park Concessions Building Repairs
179390	Bauer Ryan	603-49500-000-44010	1.33	Toilet Valve Repair
179390	Bauer Ryan	101-45125-450-44010	614.03	Plumbing Work at Aquatic Center
179390	Bauer Ryan	602-49450-000-44010	22.84	Drinking Fountain Repairs
179390	Bauer Ryan	602-49450-000-44010	37.33	Urinal Repairs
179390	Bauer Ryan	601-49430-000-44010	9.36	Toilet Valve Repair
179390	Bauer Ryan	603-49500-000-44010	5.30	Urinal Repairs
179390	Bauer Ryan	101-45125-450-44010	244.04	Plumbing Repair at Aquatic Center
179390	Bauer Ryan	101-45200-450-44010	1,245.02	Alexander Park Concessions Building Repairs
179390	Bauer Ryan	101-43121-430-44010	90.63	Shop Sink Repairs
179390	Bauer Ryan	602-49450-000-44010	9.36	Toilet Valve Repair
179390	Bauer Ryan	101-43121-430-44010	89.92	Toilet Valve Repair
179390	Bauer Ryan	101-45122-450-44010	533.00	Unplug Floor Drains in Men's Locker Room
179390	Bauer Ryan	601-49430-000-44010	22.84	Drinking Fountain Repairs
179390	Bauer Ryan	601-49430-000-44010	37.33	Urinal Repairs
179390	Bauer Ryan	101-45122-450-44010	391.70	Repair Showers in Men's Locker Room
179390	Bauer Ryan	101-43121-430-44010	219.27	Drinking Fountain Repairs
179390	Bauer Ryan	101-43121-430-44010	358.66	Urinal Repairs
179390	Bauer Ryan	601-49430-000-44010	9.43	Shop Sink Repairs
	Bauer Ryan		5,771.35	
0	Bertelsmann Publishing Group LLC	101-45500-450-43131	1,427.74	Play-Away Books
	Bertelsmann Publishing Group LLC		1,427.74	
0	BG Minnesota Inc	601-49430-000-42210	30.09	Engine Service Kit and HCF Grease for Stock
0	BG Minnesota Inc	101-43121-430-42210	80.23	Engine Service Kit & HCF Grease for Stock
0	BG Minnesota Inc	602-49450-000-42210	30.09	Engine Service Kit and HCF Grease for Stock
0	BG Minnesota Inc	101-45200-450-42210	40.10	Engine Service Kit and HCF Grease for Stock
0	BG Minnesota Inc	101-42123-420-42210	20.06	Engine Service Kit and HCF Grease for Stock

Check Numb	Last Name	Acct 1	Amount	Description
	BG Minnesota Inc		200.57	
0	BHE Renewables	602-49480-000-43810	9,539.80	Solar Energy - October
	BHE Renewables		9,539.80	
0	Bolton & Menk Inc	290-46500-462-43090	2,622.50	TH60 West Concept Planning
0	Bolton & Menk Inc	602-49450-000-45300	4,998.40	(2023-08) TH 3 Sanitary Sewer
	Bolton & Menk Inc		7,620.90	
0	Border States Industries Inc	101-42210-420-42230	107.12	Replacement Light
	Border States Industries Inc		107.12	
0	Caldwell Tanks, Inc.	601-49430-000-45300	238,576.54	(2019-12A) Pay Req 13
	Caldwell Tanks, Inc.		238,576.54	
179391	Canon Financial Services Inc	101-42124-420-44160	201.90	Copier Leases
179391	Canon Financial Services Inc	101-42123-420-44160	167.08	Copier Charges 12/1/23 - 12/31/23
179391	Canon Financial Services Inc	101-42210-420-44160	68.46	Copier Contract Charge 12/01/2023-12/31/2023
179391	Canon Financial Services Inc	101-41940-410-44160	224.41	Copier Lease
179391	Canon Financial Services Inc	101-41910-410-44160	112.21	Copier Charges for 3rd Floor 1/2 to CED and 1/2 to P&Z
179391	Canon Financial Services Inc	240-46210-460-44160	112.20	Copier Charges for 3rd Floor 1/2 to CED and 1/2 to P&Z
	Canon Financial Services Inc		886.26	
179392	Cemstone Products Co Inc	602-49450-000-42110	372.36	Concrete Mix and Sonic Tube
	Cemstone Products Co Inc		372.36	
179393	CenturyLink	101-42210-420-43210	137.30	507-334-0486 496
179393	CenturyLink	902-00000-000-23935	329.75	507 Z01-0018 863 Monthly Phone Bill
179393	CenturyLink	101-41940-410-43210	64.15	507-334-8409 948
179393	CenturyLink	225-49810-430-43210	64.15	507-334-7494 946 Airport
179393	CenturyLink	902-00000-000-23935	-329.75	507 Z01-0018 863 Monthly Phone Bill
179393	CenturyLink	101-41910-410-43210	325.00	City Hall - December
179393	CenturyLink	902-00000-000-23935	-495.76	Monthly Service 12/13/2023-01/12/2024
179393	CenturyLink	101-45500-450-43210	51.51	507 334-0138 069 Elevator Phone
179393	CenturyLink	225-49810-430-43210	64.15	507-334-3495 952 Airport
179393	CenturyLink	601-49430-000-43210	90.56	507-332-9045 313 Sensus Back-up Dialer

Check Numb	Last Name	Acct 1	Amount	Description
179393	CenturyLink	225-49810-430-43210	73.15	507-334-2850 219
179393	CenturyLink	602-49450-000-43210	73.15	507-334-0586 787
179393	CenturyLink	101-41940-410-43210	207.39	507-332-2400 019
179393	CenturyLink	902-00000-000-23935	495.76	Monthly Service 12/13/2023-01/12/2024
179394	CenturyLink	101-41940-410-43210	13.14	Monthly Phone Bill
	CenturyLink		1,163.65	
179395	Chadderdon Lumber	601-49430-000-42110	50.40	6X6 Treated Post
	Chadderdon Lumber		50.40	
0	Cintas Corporation	601-49430-000-44060	25.86	Uniform Cleaning Water
0	Cintas Corporation	101-45200-450-44060	32.74	Laundry Services
0	Cintas Corporation	602-49480-000-44060	6.43	Floor Mats
0	Cintas Corporation	602-49480-000-44060	37.84	Uniform Laundry
0	Cintas Corporation	101-43121-430-42110	53.41	Disposable Towels
0	Cintas Corporation	101-43121-430-44060	29.05	Uniform Cleaning Streets
0	Cintas Corporation	101-43126-430-44060	29.33	Shop Towels - Dust Mop
0	Cintas Corporation	101-43126-430-44060	10.24	Uniform Cleaning Mechanics
0	Cintas Corporation	602-49450-000-44060	12.72	Uniform Cleaning Sewer
0	Cintas Corporation	603-49500-000-44060	6.43	Uniform Cleaning Storm
0	Cintas Corporation	101-43121-430-44060	29.05	Uniform Cleaning Streets
0	Cintas Corporation	101-43126-430-44060	10.24	Uniform Cleaning Mechanics
0	Cintas Corporation	602-49450-000-42170	9.54	Safety Cabinet Restock
0	Cintas Corporation	603-49500-000-44060	6.43	Uniform Cleaning Storm
0	Cintas Corporation	101-45200-450-44060	32.74	Laundry
0	Cintas Corporation	101-43126-430-42170	91.69	Safety Cabinet Restock
0	Cintas Corporation	602-49450-000-44060	12.72	Uniform Cleaning Sewer
0	Cintas Corporation	601-49430-000-44060	25.86	Uniform Cleaning Water
0	Cintas Corporation	603-49500-000-42170	1.36	Safety Cabinet Restock
0	Cintas Corporation	602-49480-000-44060	37.84	Uniform Laundry
0	Cintas Corporation	101-43126-430-44060	24.40	Shop Towels
0	Cintas Corporation	601-49430-000-42170	9.54	Safety Cabinet Restock
0	Cintas Corporation	602-49480-000-44060	6.43	Floor Mats
0	Cintas Corporation	602-49480-000-44060	37.84	Uniform Laundry
0	Cintas Corporation	602-49480-000-44060	48.44	Lab Towels Floor Mats
	Cintas Corporation		628.17	
179396	City of Faribault	225-49810-430-43820	17.79	005003-004 3401 Hwy 21 W
179396	City of Faribault	211-46310-460-43860	7.48	005003-000 16 1 St SE
179396	City of Faribault	902-00000-000-23935	-3,177.64	Water/Sewer - November

Key: General Fund (101), Airport (225), Water (601), Sewer (602), Storm (603)

Check Numb	Last Name	Acct 1	Amount	Description
179396	City of Faribault	101-45127-450-43860	41.36	005003-043 705 17 St SW
179396	City of Faribault	101-45127-450-43850	10.00	005003-043 705 17 St SW
179396	City of Faribault	101-45127-450-43820	24.81	005003-043 705 17 St SW
179396	City of Faribault	225-49810-430-43850	14.66	005003-004 3401 Hwy 21 W
179396	City of Faribault	873-49499-000-43090	594.00	Roberds Lake Billing Fee - November
179396	City of Faribault	873-49499-000-43850	2,980.40	Roberds Lake SIU Bill - November
179377	City of Faribault	101-00000-000-11500	41.67	PR Batch 00555.12.2023 Miscellaneous
179396	City of Faribault	225-49810-430-43850	10.00	005003-005 Airport Terminal
179396	City of Faribault	602-49480-000-43820	13.81	005003-022 214 14 St NE
179396	City of Faribault	902-00000-000-23935	3,177.64	Water/Sewer - November
179396	City of Faribault	225-49810-430-43860	311.77	005003-004 3401 Hwy 21 W
179396	City of Faribault	602-49480-000-43820	429.38	005003-019 214 14 St NE
179396	City of Faribault	225-49810-430-43820	13.81	005003-005 Airport Terminal
179396	City of Faribault	101-45127-450-43820	28.31	005003-030 705 17 St SW-Irrigation
179396	City of Faribault	601-49430-000-43850	32.62	005003-032 812 8 Ave NW (New Water Plant)
179396	City of Faribault	211-46310-460-43850	43.14	005003-000 16 1 St SE
179396	City of Faribault	211-46310-460-43820	31.90	005003-000 16 1 St SE
179396	City of Faribault	602-49480-000-43860	256.94	005003-019 214 14 St NE
179396	City of Faribault	602-49480-000-43820	1,889.86	005003-023 214 14 St NE
	City of Faribault		6,793.71	
179397	City of Northfield	101-45500-450-43096	1,957.27	Ancestry Subscription
	City of Northfield		1,957.27	
0	CivicPlus	101-41110-410-43090	19.15	Closed Captioning
	CivicPlus		19.15	
179398	Clean Choice Energy	101-43160-430-43810	1.10	3043806371690 Highway 60W Street Lighting
179398	Clean Choice Energy	101-45127-450-43810	12.47	304160080705 17 St SW (Soccer Complex)
179398	Clean Choice Energy	101-43170-430-43810	19.61	3034532651500 7th St NW Signal Lights
179398	Clean Choice Energy	101-43160-430-43810	2.40	304116511800 Lyndale Ave SW
179398	Clean Choice Energy	101-43170-430-43810	3.69	3042653021990A Lyndale Ave N Signal
179398	Clean Choice Energy	902-00000-000-23935	-5,821.44	Solar Bill - October
179398	Clean Choice Energy	101-43160-430-43810	314.03	302767481210 3 St NE St Light
179398	Clean Choice Energy	101-43160-430-43810	27.63	3041576453305 Highway 60
179398	Clean Choice Energy	902-00000-000-23935	5,821.44	Solar Bill - October
179398	Clean Choice Energy	601-49430-000-43810	344.33	3039299721904 Fairgrounds Dr Well
179398	Clean Choice Energy	101-45126-450-43810	507.97	303373970117 Shumway Ave
179398	Clean Choice Energy	602-49450-000-43810	9.90	303203605319 Lind St Lift Station
179398	Clean Choice Energy	101-45200-450-43810	19.17	304017445900 Lyndale Ave N

Key: General Fund (101), Airport (225), Water (601), Sewer (602), Storm (603)

Check Numb	Last Name	Acct 1	Amount	Description
179398	Clean Choice Energy	101-43170-430-43810	2.32	3041315032200 30 St NW Signal Lights
179398	Clean Choice Energy	101-42210-420-43810	852.76	302527702122 2nd St NW (Fire Hall)
179398	Clean Choice Energy	101-43170-430-43810	18.73	3025252474050 Highway 60W Signal Lights
179398	Clean Choice Energy	101-43160-430-43810	2.07	3041165121000 Lyndale Ave S
179398	Clean Choice Energy	101-45500-450-43810	184.36	30234228711 Division St E (Library)
179398	Clean Choice Energy	101-45200-450-43810	1.78	3023211021000 7th Ave SW
179398	Clean Choice Energy	101-45200-450-43810	6.71	3043066891800 Alexander Dr Concession Stand
179398	Clean Choice Energy	101-45200-450-43810	5.49	302261595920 9th Ave SW
179398	Clean Choice Energy	601-49430-000-43810	2,760.50	302969048350 Alexander Park Well #6
179398	Clean Choice Energy	602-49450-000-43810	1.87	3027721851150 Willow St Lift Station
179398	Clean Choice Energy	101-43160-430-43810	2.67	3041165101904 Grant St
179398	Clean Choice Energy	101-45200-450-43810	23.53	303510224520 3rd St NW (Central Pk Bandstand)
179398	Clean Choice Energy	101-45200-450-43810	11.32	303239611330 9th Ave SW Sr High Tennis Cts
179398	Clean Choice Energy	101-43160-430-43810	21.40	303661815495 Heritage Place
179398	Clean Choice Energy	101-45200-450-43810	631.32	3025764661815 Alexander Dr
179398	Clean Choice Energy	101-43160-430-43810	16.87	3041576321602 2nd Ave NW
179398	Clean Choice Energy	602-49450-000-43810	15.44	3036919802219 Grant St NW Lift Station
	Clean Choice Energy		5,821.44	
179399	Community Co-op Oil Assn	101-45200-450-44040	43.00	Tire Repair
179399	Community Co-op Oil Assn	101-42220-420-42210	16.75	Tire Stem
179399	Community Co-op Oil Assn	101-45122-450-42120	25.13	Gas for Snow Blower
179399	Community Co-op Oil Assn	101-45122-450-42120	-1.23	Credit for Federal Tax Charged at C-Store
179399	Community Co-op Oil Assn	101-42220-420-44040	20.00	Repair Tire
179399	Community Co-op Oil Assn	603-49500-000-42120	35.60	Non Oxy Fuel
179399	Community Co-op Oil Assn	101-43121-430-44040	44.95	Tire Repair - Street #110
179399	Community Co-op Oil Assn	101-00000-000-15520	8,460.00	Diesel Fuel
179399	Community Co-op Oil Assn	101-00000-000-15520	11,152.23	Unleaded Fuel
	Community Co-op Oil Assn		19,796.43	
179400	Creative Empire LLC	101-45500-450-43096	490.00	Mango American Sign Language
	Creative Empire LLC		490.00	
179401	Cursor Control Inc	280-00000-000-15500	1,465.00	Software to Track SCDP & Other Loans - 2024
	Cursor Control Inc		1,465.00	
0	Dakota Supply Group	601-49430-000-42410	498.68	Ridged Pipe Wrenches

Check Numb	Last Name	Acct 1	Amount	Description
	Dakota Supply Group		498.68	
179402	Dalco	101-43121-430-42230	111.88	Soap - Swiffer Duster - Glass Cleaner
179402	Dalco	601-49430-000-42230	11.64	Soap - Swiffer Duster - Glass Cleaner
179402	Dalco	603-49500-000-42230	1.66	Soap - Swiffer Duster - Glass Cleaner
179402	Dalco	602-49450-000-42230	11.64	Soap - Swiffer Duster - Glass Cleaner
	Dalco		136.82	
0	Demco Inc	101-45500-450-42010	97.68	Classification Labels
	Demco Inc		97.68	
179403	DM Stamps & Specialties	101-45110-450-42010	29.30	Notary Stamp
	DM Stamps & Specialties		29.30	
179404	Dymeck Jr Charles P	601-00000-000-20200	41.54	Refund Check 025687-000, 5 4 Ave SW
	Dymeck Jr Charles P		41.54	
0	Eckberg Lammers PC	101-00000-000-15500	13,425.00	January Prosecution Services
	Eckberg Lammers PC		13,425.00	
179405	Ehlers & Associates Inc	290-46500-462-43090	280.00	General TIF Consulting
179405	Ehlers & Associates Inc	271-46500-462-43070	900.00	Consulting Fees for Straight River TIF
	Ehlers & Associates Inc		1,180.00	
179406	Emergency Automotive Technologies Inc	101-42110-420-42410	1,606.00	Buildout / Police #22
	Emergency Automotive Technologies Inc		1,606.00	
0	Empower Retirement-HCSP	101-00000-000-21720	1,458.70	PR Batch 00555.12.2023 Health Care Savings Plan 357
	Empower Retirement-HCSP		1,458.70	
0	Enterprise FM Trust	101-42121-420-44160	732.59	Monthly Lease / #1
0	Enterprise FM Trust	101-42123-420-44160	838.23	Monthly Lease / #3
0	Enterprise FM Trust	101-42110-420-44160	635.32	Monthly Lease / #22
0	Enterprise FM Trust	101-42121-420-44160	635.64	Monthly Lease / #19

Check Numb	Last Name	Acct 1	Amount	Description
0	Enterprise FM Trust	101-42110-420-44160	909.41	Monthly Lease / #20
0	Enterprise FM Trust	101-42123-420-44160	860.76	Monthly Lease / #16
0	Enterprise FM Trust	101-42123-420-44160	843.65	Monthly Lease / #6
0	Enterprise FM Trust	101-42121-420-44160	694.49	Monthly Lease / #12
0	Enterprise FM Trust	101-42700-420-44160	750.29	Monthly Lease / #8
	Enterprise FM Trust		6,900.38	
179407	Fame Awards	101-45130-450-42110	90.00	Volleyball Regular Season & Tournament Plaques
	Fame Awards		90.00	
179408	Fareway Stores Inc #126	101-45122-450-42110	15.93	Bags
179408	Fareway Stores Inc #126	101-45110-450-42115	15.96	Apple Cider and Cups
	Fareway Stores Inc #126		31.89	
179409	Faribault Ace Hardware	225-49810-430-42110	5.39	Paint Rollers
179409	Faribault Ace Hardware	101-45200-450-42110	2.60	Fasteners
179409	Faribault Ace Hardware	602-49480-000-42110	75.54	Degreaser/Toilet Bowl Cleaner/Cement Mix
179409	Faribault Ace Hardware	602-49480-000-42410	32.37	Cement Tools
179409	Faribault Ace Hardware	101-42110-420-42230	20.37	Air Effects - Gorilla Glue
179409	Faribault Ace Hardware	602-49480-000-42110	1.24	Bolts
179409	Faribault Ace Hardware	602-49480-000-42110	55.36	Spray Paint/Rubber Hose
	Faribault Ace Hardware		192.87	
179411	Faribault Area Chamber of Commerce	101-45130-450-43131	1,937.50	Carriage Rides for Hometown Holiday Event
179410	Faribault Area Chamber of Commerce	101-41110-410-44384	13,623.87	Lodging Taxes-October
	Faribault Area Chamber of Commerce		15,561.37	
0	Faribault Fleet Supply Inc	225-49810-430-42210	5.04	Hardware
0	Faribault Fleet Supply Inc	602-49450-000-42110	30.08	Screws and Bolts
0	Faribault Fleet Supply Inc	101-43121-430-42110	2.04	Hardware
0	Faribault Fleet Supply Inc	101-42220-420-42110	10.99	Quick Coupler
0	Faribault Fleet Supply Inc	602-49450-000-42410	49.98	Tape Measure/Drill Bit
0	Faribault Fleet Supply Inc	602-49450-000-42110	5.79	Bolts
0	Faribault Fleet Supply Inc	602-49450-000-42110	25.35	Reflective Tape
0	Faribault Fleet Supply Inc	101-43121-430-42110	7.49	Armor All
0	Faribault Fleet Supply Inc	101-42110-420-42110	6.49	Gripper Clips
0	Faribault Fleet Supply Inc	101-43121-430-42110	41.97	Bleach and Buckets

Check Numb	Last Name	Acct 1	Amount	Description
	Faribault Fleet Supply Inc		185.22	
179412	Faribault Ice Arena Association	101-45130-450-43090	5,250.00	November Skate Hours
	Faribault Ice Arena Association		5,250.00	
179413	Faribault Post Office	601-49430-000-43220	1,239.67	Water Bills - November
179413	Faribault Post Office	602-49480-000-43220	1,239.67	Water Bills - November
179413	Faribault Post Office	603-49500-000-43220	1,239.67	Water Bills - November
	Faribault Post Office		3,719.01	
179414	Faribault Rental Equipment Inc	101-45200-450-42410	110.43	Chainsaw Bar/Nut
	Faribault Rental Equipment Inc		110.43	
0	FCTV	101-00000-000-15500	14,552.75	Non-Profit Civic Organization Payment
	FCTV		14,552.75	
179415	Ferguson Enterprises Inc. #1657	601-49430-000-42230	14.89	Cleanout Covers for Drains in Shop
179415	Ferguson Enterprises Inc. #1657	602-49450-000-42230	14.89	Cleanout Covers for Drains in Shop
179415	Ferguson Enterprises Inc. #1657	101-43121-430-42230	143.09	Cleanout Covers for Drains in Shop
179415	Ferguson Enterprises Inc. #1657	603-49500-000-42230	2.12	Cleanout Covers for Drains in Shop
	Ferguson Enterprises Inc. #1657		174.99	
0	Fette Electronics Inc	101-45122-450-44010	95.00	Repair Front Door Lock
0	Fette Electronics Inc	101-45122-450-44010	203.98	Modify Lock on Sauna Door
0	Fette Electronics Inc	101-42110-420-44010	883.98	Relay Box - Smoke Detector - Battery
0	Fette Electronics Inc	101-00000-420-32220	99.30	Refund Electrical Permit 2023-00524
0	Fette Electronics Inc	101-00000-000-20820	3.31	Refund Electrical Permit 2023-00524 Surcharge
	Fette Electronics Inc		1,285.57	
0	Flock Group Inc	101-42110-420-42410	48,250.00	License Plate Readers - BJA Grant
	Flock Group Inc		48,250.00	
179416	Foss Richard	601-00000-000-20200	5.64	Reissue Ck #175376 - Refund 018801-001 - 2016 4 St NW

Check Numb	Last Name	Acct 1	Amount	Description
	Foss Richard		5.64	
0	Geiger	601-49430-000-42180	367.50	City Branded Apparel
0	Geiger	602-49450-000-42180	367.50	City Branded Apparel
0	Geiger	603-49500-000-42180	150.00	City Branded Apparel
	Geiger		885.00	
179417	Gilbertson Feed and Grain	101-45200-450-42160	5,329.80	Bulk Fertilizer
	Gilbertson Feed and Grain		5,329.80	
179378	GIS Benefits	101-00000-000-11510	111.12	C Springer Life Insurance - January
179378	GIS Benefits	101-00000-000-21711	743.85	Voluntary Short Term Disability - January
179378	GIS Benefits	101-00000-000-11510	8.63	T Manz Vision - January
179378	GIS Benefits	101-00000-000-21710	1,509.78	Voluntary Life Insurance - January
179378	GIS Benefits	101-00000-000-11510	31.65	C Springer Dental - January
179378	GIS Benefits	101-00000-000-11510	-76.72	P Froman Dental - January
179378	GIS Benefits	101-00000-000-21715	5,906.81	Dental Insurance Prepaid - January
179378	GIS Benefits	101-00000-000-21716	1,053.31	Accident/Critical Illness - January
179378	GIS Benefits	101-00000-000-21717	557.37	Vision Insurance Prepaid - January
179378	GIS Benefits	101-00000-000-11510	31.65	T Manz Dental - January
179378	GIS Benefits	101-00000-000-11510	8.63	C Springer Vision - January
	GIS Benefits		9,886.08	
179418	Glenn's Service LLC	101-42123-420-43090	137.92	Tow Squad 4 from Willow to City Shop
179418	Glenn's Service LLC	101-42123-420-44040	79.95	Removed and Replaced Tire Pressure Sensor / #16
	Glenn's Service LLC		217.87	
0	Grainger Inc	101-42210-420-42230	56.08	Window Squeegees
	Grainger Inc		56.08	
179419	Graphic Solutions Group, Inc.	101-43170-430-42240	-764.03	48x50 White Sheeting Credit
179419	Graphic Solutions Group, Inc.	101-43170-430-42240	155.44	Magenta Printhead for Sign Shop
179419	Graphic Solutions Group, Inc.	101-43170-430-42240	280.88	Black Printhead for Sign Shop
179419	Graphic Solutions Group, Inc.	101-43170-430-42240	421.32	Yellow Printhead for Sign Shop
179419	Graphic Solutions Group, Inc.	101-43170-430-42240	-842.64	Printhead Credits
179419	Graphic Solutions Group, Inc.	101-43170-430-42110	-0.01	Warranty Travel
179419	Graphic Solutions Group, Inc.	101-43170-430-42240	512.22	White Sign Tape

Check Numb	Last Name	Acct 1	Amount	Description
179419	Graphic Solutions Group, Inc.	101-43170-430-42110	0.01	Warranty Travel
179419	Graphic Solutions Group, Inc.	101-43170-430-42240	471.86	Sign Supplies
179419	Graphic Solutions Group, Inc.	101-43170-430-42240	181.81	Sign Graphic Film
	Graphic Solutions Group, Inc.		416.86	
0	Gym Works Inc	101-45122-450-44045	1,679.50	Repair Fitness Equipment
	Gym Works Inc		1,679.50	
179420	Habitat for Humanity	101-00000-000-22000	1,000.00	Escrow Release #2022-00878 - 3010 Twin Lakes Ct
179420	Habitat for Humanity	101-00000-000-22000	1,000.00	Escrow Release #2022-00775 - 3009 Twin Lakes Ct
	Habitat for Humanity		2,000.00	
179421	Hammel Green and Abrahamson Inc	437-45122-450-45201	25,556.25	Community Center Concept Study Professional Services
	Hammel Green and Abrahamson Inc		25,556.25	
179422	Harlequin Sales Corp/Reader Service	101-45500-450-42190	23.20	Books - Acct #328689385
	Harlequin Sales Corp/Reader Service		23.20	
0	Havelka Craig L	101-42110-420-44045	147.00	Extinguisher Recharges and Repairs
	Havelka Craig L		147.00	
0	Hawkins Inc	601-49430-000-42160	3,875.80	Ammonia/Sodium Silicate
0	Hawkins Inc	101-45122-450-42160	991.77	Pool Chemicals
0	Hawkins Inc	601-49430-000-42160	5,834.14	Sodium Permanganate Sodium Silicate
0	Hawkins Inc	601-49430-000-42160	-0.01	Chlorine Cylinder Return
0	Hawkins Inc	601-49430-000-42160	2,380.00	Chlorine
0	Hawkins Inc	601-49430-000-42160	0.01	Chlorine Cylinder Return
0	Hawkins Inc	602-49480-000-42160	11,840.85	Ferric Phos Removal
0	Hawkins Inc	101-45125-450-42160	30.00	Demurrage Fees for Chlorine Tanks
	Hawkins Inc		24,952.56	
179423	HD Supply Inc	602-49480-000-42210	71.73	Float Switch- Pump
	HD Supply Inc		71.73	
179424	Heartland Animal Hospital	101-42700-420-43090	1,378.27	Care of Strays

Check Numb	Last Name	Acct 1	Amount	Description
179424	Heartland Animal Hospital	101-42700-420-43090	230.00	Care of Strays
179424	Heartland Animal Hospital	101-42700-420-43090	534.20	Care of Strays
	Heartland Animal Hospital		2,142.47	
179425	Hegberg Kristin	601-00000-000-20200	29.65	Refund Check 008027-001, 618 5 Ave SW
	Hegberg Kristin		29.65	
179426	Heselton Construction LLC	601-49430-000-44050	2,012.50	Water Main Break 3rd St SW at 9th Ave
	Heselton Construction LLC		2,012.50	
0	Horizon Commercial Pool Supply	101-45122-450-42110	824.21	Pool Ladder Anchors
	Horizon Commercial Pool Supply		824.21	
0	Hughey Mathias	101-41910-410-43140	255.00	AICP Test Reimbursement
	Hughey Mathias		255.00	
0	I & S Group Inc	437-41940-410-45200	3,852.50	City Hall Renovation Admin/Bid Assistance
	I & S Group Inc		3,852.50	
0	Imperial Supplies Holdings Inc	101-43121-430-42210	246.74	Air Solenoids - Street #105
0	Imperial Supplies Holdings Inc	601-49430-000-42170	165.12	Anti Skid Surface Adhesive WTP
	Imperial Supplies Holdings Inc		411.86	
0	Innovative Office Solutions LLC	603-49500-000-42010	0.84	Copy Paper- Calendar
0	Innovative Office Solutions LLC	101-45110-450-42010	157.85	Screen and Glass Wipes - Wrist Rests - Pens
0	Innovative Office Solutions LLC	601-49430-000-42010	5.97	Copy Paper- Calendar
0	Innovative Office Solutions LLC	602-49450-000-42010	5.97	Copy Paper- Calendar
0	Innovative Office Solutions LLC	101-43121-430-42010	57.35	Copy Paper- Calendar
0	Innovative Office Solutions LLC	101-42124-420-42110	16.76	Duster
0	Innovative Office Solutions LLC	101-41510-410-42010	58.94	Calculator Paper Rolls Finance
0	Innovative Office Solutions LLC	101-41800-410-42010	5.28	Calculator Ribbons for D Braun
0	Innovative Office Solutions LLC	101-41800-410-42010	1.74	Post it Notes and Staples
0	Innovative Office Solutions LLC	101-45110-450-42010	22.91	White Board Erasers/Crayons/First Aid Ointment
0	Innovative Office Solutions LLC	101-41510-410-42010	12.97	Post it Notes - Staples - Power Strip
0	Innovative Office Solutions LLC	101-41320-410-42010	1.74	Post it Notes and Staples
0	Innovative Office Solutions LLC	601-49430-000-42010	65.10	Paper for Disconnection Notices

Check Numb	Last Name	Acct 1	Amount	Description
0	Innovative Office Solutions LLC	101-42210-420-42010	10.82	Post It Notes
0	Innovative Office Solutions LLC	101-41910-410-42010	38.65	Appointment Book/Notebook/Pens/Desk Pad
0	Innovative Office Solutions LLC	101-45200-450-42010	44.02	Calendars for Parks Department
0	Innovative Office Solutions LLC	101-45110-450-42010	87.95	Expandable Folders - Pencils - Facial Tissues
0	Innovative Office Solutions LLC	240-46210-460-42010	38.64	Appointment Book/Notebook/Pens/Desk Pad
0	Innovative Office Solutions LLC	101-45500-450-42010	12.70	Batteries
0	Innovative Office Solutions LLC	101-45110-450-42110	186.94	Cups and Step Stool
	Innovative Office Solutions LLC		833.14	
0	Insty-Prints	101-45110-450-42030	561.61	Aquatic Center Admission Tickets
0	Insty-Prints	601-49430-000-42030	124.48	Window Envelopes
0	Insty-Prints	101-41800-410-42030	49.79	Window Envelopes for Payroll
0	Insty-Prints	602-49450-000-42030	124.48	Window Envelopes
	Insty-Prints		860.36	
0	Internal Revenue Service	101-00000-000-21701	2,611.33	PR Batch 00554.12.2023 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21704	453.62	PR Batch 00554.12.2023 Medicare Employer
0	Internal Revenue Service	101-00000-000-21704	453.62	PR Batch 00554.12.2023 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	1,939.56	PR Batch 00554.12.2023 FICA Employee
0	Internal Revenue Service	101-00000-000-21703	1,939.56	PR Batch 00554.12.2023 FICA Employer
0	Internal Revenue Service	101-00000-000-21704	6,355.85	PR Batch 00555.12.2023 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	17,110.83	PR Batch 00555.12.2023 FICA Employee
0	Internal Revenue Service	101-00000-000-21701	41,005.46	PR Batch 00555.12.2023 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21704	6,355.85	PR Batch 00555.12.2023 Medicare Employer
0	Internal Revenue Service	101-00000-000-21703	17,110.83	PR Batch 00555.12.2023 FICA Employer
	Internal Revenue Service		95,336.51	
179427	KC Partnership LLP	601-00000-000-20200	82.86	Refund Check 019402-010, 1320 2 Ave NW
	KC Partnership LLP		82.86	
179428	Kenyon Veterinary Clinic PA	101-42700-420-43090	82.28	Care of Strays
	Kenyon Veterinary Clinic PA		82.28	
0	Keystone Interpreting Solutions Inc	240-46210-460-43131	218.70	Environmental Commission 11/27/2023 Interpreting
	Keystone Interpreting Solutions Inc		218.70	
179429	Kwik Trip #793	101-00000-000-22000	48,026.80	Release of Escrow - Subdivision Plat

Check Numb	Last Name	Acct 1	Amount	Description
	Kwik Trip #793		48,026.80	
179430	Loffler Companies Inc	602-49450-000-44160	3.31	Copier Charges
179430	Loffler Companies Inc	603-49500-000-44160	0.47	Copier Charges
179430	Loffler Companies Inc	601-49430-000-44160	3.31	Copier Charges
179430	Loffler Companies Inc	101-43121-430-44160	31.82	Copier Charges
	Loffler Companies Inc		38.91	
0	MacQueen Equipment LLC	602-49450-000-42210	331.58	Quick Connections and Disconnects
	MacQueen Equipment LLC		331.58	
179380	Madison National Life Insurance Co Inc	101-00000-000-21711	1,777.59	PR Batch 00555.12.2023 Long Term Disability
179380	Madison National Life Insurance Co Inc	101-00000-000-21711	-65.94	S Breckenridge LTD
179380	Madison National Life Insurance Co Inc	101-00000-000-21711	-27.16	B Arens LTD
179380	Madison National Life Insurance Co Inc	101-00000-000-21711	-9.52	S Schatz LTD
179380	Madison National Life Insurance Co Inc	101-00000-000-21711	-15.46	T Muchow LTD
179380	Madison National Life Insurance Co Inc	101-00000-000-21711	85.68	J Schull LTD
179380	Madison National Life Insurance Co Inc	101-00000-000-21711	-20.14	L Anderson-Spieker LTD
179380	Madison National Life Insurance Co Inc	101-00000-000-21711	46.44	H Davis LTD
179380	Madison National Life Insurance Co Inc	101-00000-000-21711	-0.66	T Murray LTD
179379	Madison National Life Insurance Co Inc	101-42220-420-41330	71.52	Part-Time Firefighters Life Insurance
179379	Madison National Life Insurance Co Inc	101-00000-000-21710	3,461.95	Life Insurance - January
	Madison National Life Insurance Co Inc		5,304.30	
179431	Malecha's Auto Body LLC	705-41950-000-44450	1,997.60	Squad Repairs / #14
	Malecha's Auto Body LLC		1,997.60	
179433	Marvets Julie	601-00000-000-20200	400.89	Reissue Check #176097 Refund 024748-002 - 30 3 St NW Apt A
179432	Marvets Julie	601-00000-000-20200	405.13	Reissue Check #176096 Refund 024748-000 - 30 3 St NW
179434	Marvets Julie	601-00000-000-20200	337.37	Reissue Check #176098 Refund 024748-001 - 28 3 St NW
	Marvets Julie		1,143.39	
0	Matejcek Implement Company	101-45200-450-42210	3.59	Connector Plug
	Matejcek Implement Company		3.59	
179435	Menards	101-45200-450-42110	115.95	X-Mas Lights-Parks Dept

Check Numb	Last Name	Acct 1	Amount	Description
179435	Menards	101-45200-450-42110	99.50	Marking Stakes
	Menards		215.45	
0	Mensing Matthew	602-49480-000-43310	67.00	Per Diem - Wastewater Operations
	Mensing Matthew		67.00	
0	Met-Con Construction Inc	601-49430-000-44050	3,490.27	Install New Window Old WTP
	Met-Con Construction Inc		3,490.27	
0	Midwest Tape LLC	101-45500-450-42192	23.24	Audio/Visual
0	Midwest Tape LLC	101-45500-450-42192	23.24	Audio/Visual
	Midwest Tape LLC		46.48	
179436	Midwest Testing LLC	602-49480-000-43090	900.00	Raw Pump Flow Testing
	Midwest Testing LLC		900.00	
179437	Miner Darryn J	101-42110-420-43130	68.75	Compliance Check Hours
	Miner Darryn J		68.75	
0	Minnesota Child Support Payment Center	101-00000-000-21716	711.11	PR Batch 00555.12.2023 Child Support
	Minnesota Child Support Payment Center		711.11	
179438	Minnesota Department of Labor & Industry	101-00000-420-36260	-30.26	March Surcharges Retained
179438	Minnesota Department of Labor & Industry	101-00000-000-20820	1,513.20	March Surcharges
179438	Minnesota Department of Labor & Industry	101-00000-420-36260	-25.00	April Surcharges Retained
179438	Minnesota Department of Labor & Industry	101-00000-000-20820	1,243.77	April Surcharges
179438	Minnesota Department of Labor & Industry	101-00000-000-20820	2,264.86	May Surcharges
179438	Minnesota Department of Labor & Industry	101-00000-420-36260	-45.30	May Surcharges Retained
179438	Minnesota Department of Labor & Industry	101-00000-000-20820	928.34	September Surcharges
179438	Minnesota Department of Labor & Industry	101-00000-420-36260	-25.00	September Surcharges Retained
179438	Minnesota Department of Labor & Industry	101-00000-420-36260	-33.38	October Surcharges Retained
179438	Minnesota Department of Labor & Industry	101-00000-000-20820	1,669.16	October Surcharges
179438	Minnesota Department of Labor & Industry	101-00000-420-36260	-69.15	November Surcharges Retained
179438	Minnesota Department of Labor & Industry	101-00000-000-20820	3,457.59	November Surcharges
179438	Minnesota Department of Labor & Industry	101-00000-420-36260	-127.64	June Surcharges Retained
179438	Minnesota Department of Labor & Industry	101-00000-000-20820	6,382.18	June Surcharges

Key: General Fund (101), Airport (225), Water (601), Sewer (602), Storm (603)

Check Numb	Last Name	Acct 1	Amount	Description
179438	Minnesota Department of Labor & Industry	101-00000-420-36260	-46.66	July Surcharges Retained
179438	Minnesota Department of Labor & Industry	101-00000-000-20820	2,333.23	July Surcharges
179438	Minnesota Department of Labor & Industry	101-00000-420-36260	-31.68	August Surcharges
179438	Minnesota Department of Labor & Industry	101-00000-000-20820	1,584.08	August Surcharges
	Minnesota Department of Labor & Industry		20,942.34	
0	Minnesota Department of Revenue	101-00000-000-21702	1,163.08	PR Batch 00554.12.2023 State Income Tax
0	Minnesota Department of Revenue	101-00000-000-21702	18,308.77	PR Batch 00555.12.2023 State Income Tax
	Minnesota Department of Revenue		19,471.85	
0	Minnesota Recreation and Parks Association	101-00000-000-15500	110.00	2024 MRPA Membership Dues - Hansen/Zensen
0	Minnesota Recreation and Parks Association	101-00000-000-15500	180.00	2024 MRPA Membership Dues - Peanasky
0	Minnesota Recreation and Parks Association	101-00000-000-15500	525.00	2024 MRPA Membership Dues
0	Minnesota Recreation and Parks Association	101-00000-000-15500	180.00	2024 MRPA Membership Dues - O'Brien
0	Minnesota Recreation and Parks Association	101-00000-000-15500	180.00	2024 MRPA Membership Dues - Walker
0	Minnesota Recreation and Parks Association	101-00000-000-15500	180.00	2024 MRPA Membership Dues - Pewowaruk
0	Minnesota Recreation and Parks Association	101-00000-000-15500	180.00	2024 MRPA Membership Dues - Strodtman
	Minnesota Recreation and Parks Association		1,535.00	
179439	Minnesota Sheriff's Association	101-00000-000-15500	175.00	Advanced Gun Laws Training 2024
179439	Minnesota Sheriff's Association	101-00000-000-15500	175.00	Advanced Gun Laws Training 2024
	Minnesota Sheriff's Association		350.00	
179440	Minnesota State Fire Chiefs Association	101-00000-000-15500	100.00	Membership Renewal Through 12/31/2024
	Minnesota State Fire Chiefs Association		100.00	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	456.50	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	456.50	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	223.30	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	223.30	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	495.22	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	223.30	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	223.30	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	456.50	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		2,757.92	
179381	Mission Square 303492	101-00000-000-21706	50.00	PR Batch 00555.12.2023 Mission Square

Check Numb	Last Name	Acct 1	Amount	Description
	Mission Square 303492		50.00	
0	Motor Parts & Equipment Corp	101-45200-450-42210	17.98	Wiper Blades
0	Motor Parts & Equipment Corp	101-43121-430-42210	29.17	Primer/Paint/Anti-Seize - Street #118
0	Motor Parts & Equipment Corp	101-45200-450-42110	9.99	Heat Shrink Tubing
0	Motor Parts & Equipment Corp	101-43126-430-42110	44.64	Fiberglass Repair Kit
0	Motor Parts & Equipment Corp	602-49480-000-42410	51.17	2 Inch Wrench
0	Motor Parts & Equipment Corp	101-43126-430-42110	26.98	Self Etching Primer/Flat Black Paint
0	Motor Parts & Equipment Corp	602-49450-000-42210	22.37	Oil Filters for Stock
0	Motor Parts & Equipment Corp	602-49480-000-42130	46.90	Pickup Oil Change
0	Motor Parts & Equipment Corp	101-43121-430-42210	11.69	Gloss Black Paint - Street #218
0	Motor Parts & Equipment Corp	101-43121-430-42210	7.10	Adhesive Cable Tie Holders - Street #218
0	Motor Parts & Equipment Corp	101-42123-420-42210	14.92	Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	59.66	Oil Filters for Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	29.83	Oil Filters for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	22.37	Oil Filters for Stock
	Motor Parts & Equipment Corp		394.77	
179441	MST Holdings	101-45200-450-42110	49.99	X-Mas Tree/Holiday Parade Float
	MST Holdings		49.99	
179442	Nameplates	101-41320-410-42030	615.51	Taxi/Golf Cart/Garbage Truck License Stickers-2024
	Nameplates		615.51	
179382	NCPERS Group Life Insur	101-00000-000-21710	208.00	PR Batch 00555.12.2023 PERA Life Insurance
179382	NCPERS Group Life Insur	101-00000-000-21710	-16.00	L Anderson-Spieker Life Insurance
	NCPERS Group Life Insur		192.00	
0	Northern Safety Technology Inc	101-43121-430-42210	194.88	Wing Plow Strobe Lights - Street #218
0	Northern Safety Technology Inc	101-45200-450-42210	50.75	Two-Way Radio Unit Parts
0	Northern Safety Technology Inc	101-42123-420-42410	50.75	Magnetoc Mic / #16
	Northern Safety Technology Inc		296.38	
179443	Office of MNIT Services	101-42110-420-43090	280.96	Voice Services
	Office of MNIT Services		280.96	

Check Numb	Last Name	Acct 1	Amount	Description
0	On Target A & M Inc	603-49500-000-43090	614.98	Water Bills - December
0	On Target A & M Inc	601-49430-000-43090	614.99	Water Bills - December
0	On Target A & M Inc	602-49480-000-43090	614.99	Water Bills - December
	On Target A & M Inc		1,844.96	
0	Orchard Trust Company	101-00000-000-21706	9,326.00	PR Batch 00555.12.2023 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21706	2,557.00	PR Batch 00555.12.2023 Roth Deferred Compensation
	Orchard Trust Company		11,883.00	
179444	Ozmun The Estate of Charles H	601-00000-000-20200	68.44	Refund Check 018497-000, 210 Lind St
	Ozmun The Estate of Charles H		68.44	
0	Paape Companies Inc	431-45125-450-45400	5,170.85	Pool Heater Hook Up at Aquatic Center
	Paape Companies Inc		5,170.85	
0	Public Employees Retirement Association	101-00000-000-21705	689.00	PR Batch 00554.12.2023 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	795.00	PR Batch 00554.12.2023 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	294.17	PR Batch 00555.12.2023 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	20,754.14	PR Batch 00555.12.2023 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	26,557.67	PR Batch 00555.12.2023 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	17,705.12	PR Batch 00555.12.2023 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	17,986.88	PR Batch 00555.12.2023 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	294.17	PR Batch 00555.12.2023 PERA Defined
	Public Employees Retirement Association		85,076.15	
179445	Quadient Leasing USA Inc	101-41940-410-44160	717.03	Postage Machine Lease
	Quadient Leasing USA Inc		717.03	
0	Quality Aviation Inc	225-00000-000-15500	1,416.67	Airport Management Agreement
0	Quality Aviation Inc	225-00000-000-15500	2,083.33	Airport Maintenance Agreement
	Quality Aviation Inc		3,500.00	
0	R C Bliss Inc	101-42700-420-42210	152.01	Spark Plug - V Belt / #23
	R C Bliss Inc		152.01	

Check Numb	Last Name	Acct 1	Amount	Description
179446	Ramy Turf Products LLC	101-45200-450-42250	1,383.00	Grass Seed/Mulch Blanket/ Staples
	Ramy Turf Products LLC		1,383.00	
179447	Reptile & Amphibian Discovery Zoo	101-45140-450-43130	290.00	Safety Camp Presenter
	Reptile & Amphibian Discovery Zoo		290.00	
179448	Rice County	873-49499-000-44371	5,033.68	Roberds Lake Sewer Collected - November
179449	Rice County	101-41110-410-43510	2,551.99	2024 TNT Statements - 7683 Parcels
179450	Rice County	477-43121-430-45305	934,630.84	Cannon River View Development Reimb #1 (2023-05)
	Rice County		942,216.51	
179451	Rice County Environmental Services - Solid Waste	101-43121-430-43840	90.00	TV Recycling
	Rice County Environmental Services - Solid Waste		90.00	
179452	Rice County Highway Department	475-43121-430-45300	3,576.48	I-35/CSAH 9 Interchange Analysis
	Rice County Highway Department		3,576.48	
179453	RONALD E & MELANIE K HUNDT	401-43121-430-44370	60.21	Reissue Check #177253 Franchise Fee Rebate 1801276004
	RONALD E & MELANIE K HUNDT		60.21	
0	Ronco Engineering Sales	101-43121-430-42210	211.76	Stucchi Hydraulic Couplers - Street #316
	Ronco Engineering Sales		211.76	
179454	Rosen Roger	101-45500-450-42190	204.44	Books
	Rosen Roger		204.44	
0	Sanco Equipment LLC	101-45200-450-42210	1,011.81	Seals/Bushings/O-Rings
0	Sanco Equipment LLC	101-43121-430-42210	74.12	Rearview Mirror Kit - Street #122
	Sanco Equipment LLC		1,085.93	
0	Sanity Solutions Inc	101-41580-410-43090	3,000.00	Backup Server Project
	Sanity Solutions Inc		3,000.00	

Check Numb	Last Name	Acct 1	Amount	Description
0	Schumacher Excavating Inc	476-43121-430-45313	104,184.52	2022-13 Pay Request 9
0	Schumacher Excavating Inc	476-00000-000-20610	-8,919.95	2022-13 River Chase Ct Retainage
0	Schumacher Excavating Inc	476-43121-430-45313	8,919.95	2022-13 River Chase Ct Retainage
	Schumacher Excavating Inc		104,184.52	
0	Selco	101-45500-450-43096	479.40	TumbleBook Subscription
	Selco		479.40	
179455	Sheesley John	601-00000-000-20200	14.74	Reissue Ck #175919 Refund 020043-006 - 114 Central Ave
	Sheesley John		14.74	
0	SHI International Corp	101-42121-420-43095	88.30	Adobe License / Matt S
0	SHI International Corp	101-41510-410-42020	86.38	Keyboard for Assistant Finance Director
0	SHI International Corp	101-41580-410-43095	9.44	Visio Subscription
	SHI International Corp		184.12	
0	Shred Right	101-42124-420-43090	40.00	Shredding Service
	Shred Right		40.00	
0	Southwest Service Cooperative	101-00000-000-21707	4.00	Healthy Invest
0	Southwest Service Cooperative	101-00000-000-21707	785.94	Health Insurance Premiums
	Southwest Service Cooperative		789.94	
0	Springbrook Holding Company LLC	601-49430-000-44325	1,612.50	Civic Pay Transaction Fees November
0	Springbrook Holding Company LLC	602-49450-000-44325	1,612.50	Civic Pay Transaction Fees November
	Springbrook Holding Company LLC		3,225.00	
0	SRF Consulting Group Inc	401-43121-430-43090	506.13	CSAH 45 Corridor Study
	SRF Consulting Group Inc		506.13	
179456	Star Sports & Apparel LLC	101-00000-000-10100	720.00	Fire Department Tumblers (Pay from Donations)
179456	Star Sports & Apparel LLC	101-42220-420-43130	720.00	Fire Department Tumblers (Pay from Donations)
179456	Star Sports & Apparel LLC	101-00000-000-10108	-720.00	Fire Department Tumblers (Pay from Donations)

Check Numb	Last Name	Acct 1	Amount	Description
	Star Sports & Apparel LLC		720.00	
0	Stonebrooke Engineering Inc.	472-43121-430-45300	32,110.27	30th St NW-TH 3 RAB Through 11/30/23 (2023-04)
	Stonebrooke Engineering Inc.		32,110.27	
179457	Strobel Timothy & Lori	601-00000-000-20200	46.43	Refund Check 008670-000, 1315 2 Ave NW
	Strobel Timothy & Lori		46.43	
179458	Suarez Robin	601-00000-000-20200	55.66	Refund Check 025439-000, 105 4 Ave SW
	Suarez Robin		55.66	
0	Teknephos LLC	601-49430-000-45300	4,684.00	Water Tower Lighting
	Teknephos LLC		4,684.00	
0	Temple Electric Motor Service	602-49480-000-44040	498.00	Bearings Air Compressor Motor
	Temple Electric Motor Service		498.00	
0	The Certif-A-Gift Company	101-41800-410-44382	692.44	Retirement Gift - D Delesha
	The Certif-A-Gift Company		692.44	
179459	The UPS Store	101-45200-450-43250	23.32	Postage/Shipping
	The UPS Store		23.32	
179460	Timmer Kyle	601-00000-000-20200	31.84	Refund Check 018114-000, 622 Hulett Ave
	Timmer Kyle		31.84	
179461	TireHub LLC	101-42123-420-42220	1,284.96	Tires for Stock
	TireHub LLC		1,284.96	
179462	Tom's Lock & Key, LLC	101-41510-410-43090	105.00	Clean - Repair - Lube Safe
	Tom's Lock & Key, LLC		105.00	

Check Numb	Last Name	Acct 1	Amount	Description
179463	Truck Center Companies East LLC	101-43121-430-42210	76.98	Slack Adjusters - Street #105
	Truck Center Companies East LLC		76.98	
179464	US Bank	346-47000-470-46200	550.00	2015A Fiscal Agent Fees
	US Bank		550.00	
179465	Van Ryn The Estate of William J	601-00000-000-20200	82.21	Refund Check 012899-000, 5 State Ave
	Van Ryn The Estate of William J		82.21	
0	Vanguard Industries East Inc	101-42220-420-42180	90.70	Uniform Stars Pins
	Vanguard Industries East Inc		90.70	
0	Voracek Kevin	101-41110-410-43310	110.04	MN Mayor Assn- Mileage 10/27/23
0	Voracek Kevin	101-41110-410-43310	317.02	MN Mayors Assn-Mileage 9/13 & 9/14/23
0	Voracek Kevin	101-41110-410-43310	81.22	MN Mayors Assn-Mileage 9/27/23
0	Voracek Kevin	101-41110-410-43310	188.64	MN Mayors Assn-Mileage 10/5/23
	Voracek Kevin		696.92	
179466	W W Goetsch Associates Inc	602-49480-000-44045	9,793.00	Pump #4 Rebuild
179466	W W Goetsch Associates Inc	602-49480-000-44045	9,793.00	Raw Pump Repair
	W W Goetsch Associates Inc		19,586.00	
0	Walburn Jamie	101-41510-410-43150	1,383.86	Intermediate Accounting I & Books
	Walburn Jamie		1,383.86	
179467	Wal-Mart	101-42210-420-42230	73.04	Paper Towels / Facial Tissue / Trash Bags
179467	Wal-Mart	101-42220-420-42110	49.98	100 Ft Cord
179467	Wal-Mart	101-45122-450-42110	114.53	Program Supplies-Pool
179467	Wal-Mart	101-42220-420-42115	69.98	Firefighter Year End Training Refreshments
179467	Wal-Mart	101-42110-420-42410	150.00	Microwave for Breakroom-Police
179467	Wal-Mart	101-42110-420-42115	29.84	Napkins/Salt
	Wal-Mart		487.37	
179468	Waste Management of WI-MN	602-49450-000-43840	84.30	PW Facility 1200 Belview Trl
179468	Waste Management of WI-MN	101-45200-450-43840	40.96	Parking Lot Behind Post Office 26 3rd St NE

Check Numb	Last Name	Acct 1	Amount	Description
179468	Waste Management of WI-MN	101-42110-420-43840	112.75	Police 25 4th St NW
179468	Waste Management of WI-MN	101-45126-450-43840	56.64	Washington Rec Center 117 Shumway
179468	Waste Management of WI-MN	101-41940-410-43840	107.75	City Hall 208 1st Ave NW
179468	Waste Management of WI-MN	603-49500-000-43840	11.99	PW Facility 1200 Belview Trl
179468	Waste Management of WI-MN	101-45200-450-43840	87.75	TeePee Tonka 10 3rd St NE
179468	Waste Management of WI-MN	902-00000-000-23935	4,579.98	Service 11/01/2023-11/30/2023
179468	Waste Management of WI-MN	101-45200-450-43840	795.60	North Alexander Park 1810 2nd Ave NW
179468	Waste Management of WI-MN	602-49480-000-43840	1,263.01	Wastewater Facility 214 14th St NE
179468	Waste Management of WI-MN	101-45500-450-43840	108.68	Buckham Center 11 Division St E
179468	Waste Management of WI-MN	101-45127-450-43840	100.91	Soccer Field 704 17th St SW
179468	Waste Management of WI-MN	225-49810-430-43840	135.41	Aiport 3401 Hwy 21 W
179468	Waste Management of WI-MN	101-45122-450-43840	108.68	Community Center 15 Division St W
179468	Waste Management of WI-MN	902-00000-000-23935	-4,579.98	Service 11/01/2023-11/30/2023
179468	Waste Management of WI-MN	101-43121-430-43840	809.97	PW Facility 1200 Belview Trl
179468	Waste Management of WI-MN	601-49430-000-43840	84.30	PW Facility 1200 Belview Trl
179468	Waste Management of WI-MN	101-45125-450-43840	442.07	Aquatic Center 1820 2nd Ave NW
179468	Waste Management of WI-MN	101-42210-420-43840	123.91	Fire 122 2nd St NW
179468	Waste Management of WI-MN	101-45200-450-43840	436.08	Central Avenue Refuse Disposal 11/1/23-11/30/23
179468	Waste Management of WI-MN	101-45200-450-43840	105.30	Dog Park 900 Lyndale Ave
	Waste Management of WI-MN		5,016.06	
0	Water Conservation Service Inc	601-49430-000-43090	539.54	Leak Detection 2nd Ave SW at 3rd St
	Water Conservation Service Inc		539.54	
179469	Wausau Equipment Company LLC	101-43121-430-42210	200.20	Proximity Sensor - Street #719
	Wausau Equipment Company LLC		200.20	
0	WSB & Associates Inc	603-49500-000-43090	731.91	GIS Services
0	WSB & Associates Inc	602-49450-000-43090	731.92	GIS Services
0	WSB & Associates Inc	601-49430-000-43090	731.92	GIS Services
0	WSB & Associates Inc	603-49500-000-43090	6,601.50	2023-13 Stormwater Pond Analysis 10/1-10/31
	WSB & Associates Inc		8,797.25	
179470	Xcel Energy	101-43160-430-43810	23.03	51-0010353780-3 - 1690 Hwy 60 W Lighting
179470	Xcel Energy	101-43160-430-43810	114.16	51-0014280233-0 - 201 30th St NW Lighting
179470	Xcel Energy	101-43160-430-43810	20.73	51-5358630-4 - 45 State Ave Lighting
179470	Xcel Energy	101-42110-420-43830	478.27	303877775 11 20th St NW Evidence Garage
179470	Xcel Energy	601-49430-000-43810	5,953.87	302568990 410 Alexander Park Well #5
179470	Xcel Energy	601-49430-000-43810	2,719.31	302969048 350 Alexander Park Well #6

Key: General Fund (101), Airport (225), Water (601), Sewer (602), Storm (603)

Check Numb	Last Name	Acct 1	Amount	Description
179470	Xcel Energy	602-49480-000-43810	18,940.74	304239286 214 14th St NE
179470	Xcel Energy	101-45200-450-43810	44.27	304915622 705 3 Ave NW-Wapacuta Park Shelter
179470	Xcel Energy	602-49450-000-43810	49.82	303203605 319 Lind St Lift Station
179470	Xcel Energy	101-45125-450-43810	756.54	303727721 1830 2 Ave NW Aquatic Center
179470	Xcel Energy	101-42500-420-43810	38.19	304214955 930 4th Ave NW Siren
179470	Xcel Energy	101-43170-430-43810	-7.21	302525247 4050 Hwy 60 W
179470	Xcel Energy	101-45200-450-43810	-34.77	304017445 900 Lyndale Ave N
179470	Xcel Energy	602-49450-000-43810	48.50	304801551 1321 Matteson St Lift Station
179470	Xcel Energy	101-43160-430-43810	112.68	304157645 3305 Highway 60
179470	Xcel Energy	101-43170-430-43810	149.73	302531059 103 3 St NE Signal Light
179470	Xcel Energy	101-45122-450-43810	1,422.02	302825421 19 Division St W
179470	Xcel Energy	101-45200-450-43810	137.26	303920032 540 2nd Ave NW
179470	Xcel Energy	101-45127-450-43810	8.91	304160080 705 17th St SW
179470	Xcel Energy	101-42110-420-43830	1,372.20	303688424 25 4th St NW
179470	Xcel Energy	101-41940-410-43830	606.36	303640982 208 1 Ave NW City Hall
179470	Xcel Energy	101-43160-430-43810	232.91	304850220 720 4 St NW Street Light Feed Point
179470	Xcel Energy	101-43160-430-43810	86.42	304850221 419 8 Ave NW-8 Ave Signal System
179470	Xcel Energy	101-45200-450-43830	78.29	302627100 Jefferson Warming House
179470	Xcel Energy	101-45200-450-43810	43.51	303683055 100 Tee Pee Tonka Park
179470	Xcel Energy	101-42500-420-43810	9.90	164184 930 4th CD Siren
179470	Xcel Energy	101-45200-450-43810	35.84	303659432 618 9 Ave SW Sledding Hill
179470	Xcel Energy	101-43121-430-43830	2,855.83	304051816 1200 Belview Trl
179470	Xcel Energy	602-49450-000-43810	398.92	304051816 1200 Belview Trl
179470	Xcel Energy	225-49810-430-43830	20.00	302414965 3401 Hwy 21 W
179470	Xcel Energy	101-43160-430-43810	40.71	304157632 1602 2nd Ave NW
179470	Xcel Energy	101-43160-430-43810	51.30	304116511 800 Lyndale Ave S
179470	Xcel Energy	602-49450-000-43810	28.63	302772185 1150 Willow Lift Station
179470	Xcel Energy	101-43170-430-43810	334.55	303396625 27 Division St E Signal Light
179470	Xcel Energy	101-43160-430-43810	52.19	304116510 1904 Grant St NW
179470	Xcel Energy	101-45126-450-43810	46.06	302492805 117 Shumway Washington Center
179470	Xcel Energy	601-49430-000-43810	6,572.93	303329691 824 7 St NW Pump Water
179470	Xcel Energy	101-43160-430-43810	63.13	304850224 402 Central-Central Ave Signal System
179470	Xcel Energy	601-49430-000-43830	643.25	304914908 812 8 Ave NW Bldg B-WTP
179470	Xcel Energy	101-43170-430-43810	38.08	304131503 2200 30th St NW
179470	Xcel Energy	101-43160-430-43810	35.17	303328788 1600 30 St NW
179470	Xcel Energy	101-45200-450-43810	511.88	302576466 1815 Alexander Dr
179470	Xcel Energy	101-45200-450-43810	27.26	302321102 1000 7 Ave SW-S Alex Sec
179470	Xcel Energy	602-49450-000-43810	39.06	303670994 1090 Cannon Circle Lift Station
179470	Xcel Energy	101-41940-410-43810	1,892.74	303683323 208 1 Ave NW
179470	Xcel Energy	601-49430-000-43830	297.21	304051816 1200 Belview Trl
179470	Xcel Energy	101-42110-420-43810	4,307.95	303688424 25 4th St NW
179470	Xcel Energy	601-49430-000-43830	228.28	302971552 824 7th St NW Water Works
179470	Xcel Energy	101-45500-450-43810	483.77	302342287 11 Division St E

Key: General Fund (101), Airport (225), Water (601), Sewer (602), Storm (603)

Check Numb	Last Name	Acct 1	Amount	Description
179470	Xcel Energy	101-43160-430-43810	-95.15	302767481 210 3 St NE St Light HP
179470	Xcel Energy	101-42500-420-43810	9.90	146104 920 9 Ave SW CD Siren
179470	Xcel Energy	101-42500-420-43810	4.77	154013 1851 220 St E CD Siren
179470	Xcel Energy	601-49430-000-43810	52.09	304872579 812 8 Ave NW-WTP
179470	Xcel Energy	101-45126-450-43810	20.58	171746 117 Shumway Lighting
179470	Xcel Energy	101-43160-430-43810	35.17	304087990 510 2 Ave NW Carnival
179470	Xcel Energy	101-45200-450-43810	43.64	302165394 415 2nd Ave SW Wapacuta Pk
179470	Xcel Energy	101-45200-450-43810	301.84	304428352 601 1st Ave NE Fleckenstein Bluffs Park
179470	Xcel Energy	101-45126-450-43810	51.18	303373970 117 Shumway Load Profile
179470	Xcel Energy	101-43160-430-43810	147.29	304886692 1190 60 W Street Light
179470	Xcel Energy	101-45200-450-43810	20.14	303683055 100 TP Tonka Security
179470	Xcel Energy	101-43160-430-43810	55.14	304116512 1000 Lyndale Ave S
179470	Xcel Energy	101-42210-420-43830	921.01	302350193 122 2 St NW Fire Hall
179470	Xcel Energy	101-42500-420-43810	47.41	303930334 Fairgrounds/300 Western
179470	Xcel Energy	101-45122-450-43810	4,114.41	303273787 15 Central Ave Load Profile
179470	Xcel Energy	101-45122-450-43810	36.87	154794 16 Central Ave
179470	Xcel Energy	601-49430-000-43810	398.92	304051816 1200 Belview Trl
179470	Xcel Energy	902-00000-000-23935	-81,801.24	Electricity Bill-November
179470	Xcel Energy	603-49500-000-43830	42.26	304051816 1200 Belview Trl
179470	Xcel Energy	602-49450-000-43810	38.25	302412146 1901 7 St NW Lift Station
179470	Xcel Energy	602-49450-000-43810	67.02	302976387 1301 Willow St Lift Station
179470	Xcel Energy	101-43121-430-43810	3,833.12	304051816 1200 Belview Trl
179470	Xcel Energy	602-49450-000-43810	21.17	302794134 98 3 Ave NW Viaduct Lift Station
179470	Xcel Energy	101-43160-430-43810	50.65	305051521 New Bridge Lights 2nd Ave Bridge
179470	Xcel Energy	101-45500-450-43830	2,222.53	302342287 11 Division St E 70%
179470	Xcel Energy	101-45122-450-43830	952.51	302342287 Boiler Heat Line 30%
179470	Xcel Energy	101-45500-450-43810	21.11	302342287 11 Division St E Security
179470	Xcel Energy	101-45200-450-43810	59.36	303239611 Sr High Tennis Courts
179470	Xcel Energy	101-45126-450-43830	1,312.32	302971175 117 Shumway Washington Center
179470	Xcel Energy	602-49480-000-43830	5,554.96	302858086 214 14 St NE
179470	Xcel Energy	101-45200-450-43810	23.64	304850239 Tee Pee Tonka Park Tunnel
179470	Xcel Energy	101-45200-450-43810	27.79	175957 500 Maple Lawn Cartway
179470	Xcel Energy	225-49810-430-43830	70.05	304268056 Hangar 910G - Rental
179470	Xcel Energy	101-45122-450-43830	735.84	303402179 16 Central Ave
179470	Xcel Energy	601-49430-000-43810	4,595.24	303929972 1904 Fairground Dr
179470	Xcel Energy	101-43170-430-43810	107.26	303446090 1418 Division St W Signal Light
179470	Xcel Energy	603-49500-000-43810	56.72	304051816 1200 Belview Trl
179470	Xcel Energy	101-45125-450-43830	-28.04	303727721 1830 2 Ave NW Aquatic Center
179470	Xcel Energy	101-45200-450-43810	4.01	302261595 920 9 Ave SW
179470	Xcel Energy	101-42500-420-43810	4.77	167157 1203 Parshall St
179470	Xcel Energy	101-45200-450-43830	130.82	304017445 900 Lyndale Ave N
179470	Xcel Energy	101-43170-430-43810	51.16	303453265 1500 7 St NW Signal Light
179470	Xcel Energy	602-49450-000-43810	46.60	305211022 140 Riverchase Ct Lift Station

Key: General Fund (101), Airport (225), Water (601), Sewer (602), Storm (603)

Check Numb	Last Name	Acct 1	Amount	Description
179470	Xcel Energy	101-43170-430-43810	9.90	156258 117 Shumway CD Siren
179470	Xcel Energy	101-45500-450-43810	187.11	302342287 11 Division St E
179470	Xcel Energy	101-43160-430-43810	294.53	304850219 218 3 St NW/129 4 St NW Street Light
179470	Xcel Energy	602-49480-000-43810	35.17	302940983 502 3rd Ave NW
179470	Xcel Energy	602-49450-000-43830	297.21	304051816 1200 Belview Trl
179470	Xcel Energy	101-45200-450-43810	32.26	303510224 Central Park Band Stand
179470	Xcel Energy	101-43160-430-43810	82.49	304850223 415/430 2 Ave NW-2 Ave Signal System
179470	Xcel Energy	101-43160-430-43810	52.69	303661815 495 Heritage Pl
179470	Xcel Energy	602-49450-000-43810	27.75	303333605 410 Frink Ave Lift Station
179470	Xcel Energy	601-49430-000-43810	1,028.07	302814303 1217 Parshall Reservoir #2
179470	Xcel Energy	225-49810-430-43830	606.39	304924581 3401 Hwy 21 W
179470	Xcel Energy	602-49450-000-43830	66.10	302458578 828 8 Ave NW Park Shop
179470	Xcel Energy	101-43160-430-43810	85.61	304850222 328 4 St NW-4 Ave NW Signal System
179470	Xcel Energy	101-42500-420-43810	4.77	178539 2613A Hulett Court
179470	Xcel Energy	101-42210-420-43810	-0.09	302527702 122 2 St NW Fire Hall
179470	Xcel Energy	602-49450-000-43810	45.93	302346525 3030 Hwy 60 W Lift Station
179470	Xcel Energy	101-43170-430-43810	-14.65	303691980 2219 Grant St Light
179470	Xcel Energy	225-49810-430-43830	68.55	304268058 Hangar 910B - City
179470	Xcel Energy	902-00000-000-23935	81,801.24	Electricity Bill-November
179470	Xcel Energy	101-43160-430-43810	162.08	304882766 17 3rd St NE Unit Street Light
179470	Xcel Energy	225-49810-430-43830	87.07	304268037 Hangar 910A - City
179470	Xcel Energy	101-42110-420-43810	223.51	303877775 11 20th St NW Evidence Garage
	Xcel Energy		81,959.16	
0	Zarnoth Brush Works Inc	101-45200-450-42210	1,674.00	ToolCat Brooms
	Zarnoth Brush Works Inc		1,674.00	
			2,043,951.76	

Key: General Fund (101), Airport (225), Water (601), Sewer (602), Storm (603)

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Jeanne Schmuck, Finance Director
MEETING DATE:	December 26, 2023
SUBJECT:	Approve Software as a Service Agreement with Tyler Technologies, Inc.

Background:

During the Council Work Session on March 7, 2023, Staff brought forward a draft Request for Proposals (RFP) for discussion and review. Based on that discussion, the RFP was released on April 3, 2023. A pre-proposal conference was held on May 3, 2023, with representatives from 14 separate entities. The City received four proposals which were due June 5, 2023. The price proposals were submitted under separate cover from the technical component. The technical component contained 1,783 functional requirements.

Following the RFP process, an Enterprise Resource Planning System selection was brought forward for Council review and discussion at the August 15th work session. Staff recommended that the City move forward with contract negotiations with Tyler Technologies MUNIS product.

The attached Software as a Service Agreement is the contract which has been reviewed by Kennedy & Graven. The agreement is for 2024-2026 and the costs will be shared between General Government and the three Utility Funds. The General Government will utilize part of the 2024 Local Government Aid as discussed throughout this process and the 2024 Budget process.

Because of the magnitude of the agreement and the impact it will have city-wide, final discussion was at a Council work session prior to proceeding with the purchase and implementation. Based on the discussion, Staff is seeking approval of the Software as a Service Agreement.

Recommendation:

Approve of the Software as a Service Agreement with Tyler Technologies, Inc.

Attachments:

1. Fairbault MN Tyler ERP SaaS Agreement FINAL 120723

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means the City of Faribault, Minnesota.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current

Invoicing and Payment Policy is attached as Exhibit B.

- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations, and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.
   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.
   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.
   6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
   6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration

of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project

based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
   - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
   - 9.2 provide support during our established support hours;
   - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
   - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
   - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a

high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services but will only do after your advance written approval. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.
   3.1 We are authorized by each Developer to grant access to the Third Party Software.
   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the

applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on January 1, 2024, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes

that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR

ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000 per occurrence and $2,000,000 aggregate; (b) Automobile Liability of at least $1,000,000 combined single limit; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twenty-four (24) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales,

use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials. For the avoidance of doubt, Tyler will only include you in a client list when you remain a Tyler client.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

    Tyler acknowledges that Client is subject to the requirements of Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act ("MGDPA"), and nothing in this provision shall be construed to prevent Client from complying with the MGDPA.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data.

In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request. Notwithstanding anything to the contrary herein, Client reserves the right to terminate this Agreement instead of extending quarantine beyond six (6) months. In such case, Client will remit payment in accordance with Section F(2).

19. Business License. In the event a City of Faribault business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work

25. Audit. Pursuant to Minnesota Statutes, section 16C.05, subd. 5, Tyler must permit Client, or its duly authorized agents, the state auditor, or legislative auditor, reasonable access to Tyler' books, records, documents, and accounting procedures and practices applicable to this Agreement for a minimum of six (6) years following the termination or expiration of this Agreement.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

City of Faribault, Minnesota

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
City of Faribault
208 1st Ave. NW
Faribault, MN 55021-5180
Attention: _____

City of Faribault, Minnesota

By:_____

Name:_____

Title:_____

Date:_____

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

Tyler sales quotation follows this page.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	Alban Michaud
Quote Expiration:	01/31/24
Quote Name:	City of Faribault-ERP-Munis
Quote Description:	Tyler ERP Pricing
Saas Term	3.00

Sales Quotation For:
City of Faribault
208 1st Ave NW
Faribault MN 55021-5180

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	112	$ 15,867.00
Accounts Payable	1	32	$ 4,579.00
Budgeting	1	48	$ 4,579.00
Capital Assets	1	40	$ 3,859.00
Cash Management	1	28	$ 2,625.00
Contract Management	1	24	$ 1,732.00
eProcurement (Vendor Access and Punch-Out)	1	24	$ 2,610.00
Inventory	1	40	$ 3,585.00
Project & Grant Accounting	1	32	$ 3,083.00
Purchasing	1	80	$ 6,640.00
Human Resources Management			
Advanced Scheduling w Mobile Access - Up to 250 Employees	1	56	$ 6,102.00
Employee Expense Reimbursement	1	32	$ 1,971.00
Human Resources & Talent Management	1	88	$ 5,405.00
Payroll with Employee Access	1	168	$ 7,842.00
Recruiting	1	16	$ 1,238.00

Time & Attendance w Mobile Access - Up to 350 Employees	1	128	$ 13,884.00
Revenue Management			
Accounts Receivable	1	64	$ 3,368.00
Cashiering	1	40	$ 5,774.00
General Billing	1	32	$ 2,246.00
Resident Access	1	40	$ 3,420.00
Utility Billing CIS including Graphing Agent	1	152	$ 8,302.00
Utility Billing Meter Interface	1	20	$ 1,729.00
Civic Services			
Business Management Suite	5	112	$ 4,750.00
Civic Access - Business Management	1	24	$ 5,658.00
Civic Access - Community Development	1	24	$ 5,658.00
Community Development Suite	6	248	$ 5,700.00
Decision Engine	1	8	$ 6,300.00
e-Reviews	1	80	$ 8,604.00
Enterprise Permitting & Licensing Core Foundation Bundle	1	16	$ 1,811.00
Enterprise Permitting & Licensing Mobile	6	16	$ 1,902.00
Enterprise Service Requests	1	56	$ 2,656.00
Report Toolkit	1	0	$ 1,741.00
Enterprise Asset Management			
Asset Maintenance & Performance - Per User	12	160	$ 10,320.00
Internal Requests License	1	0	$ 1,001.00
Content Management			
Content Manager Core	1	24	$ 2,404.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	1	80	$ 17,748.00
Enterprise Permitting & Licensing Advanced Automation Bundle	1	8	$ 1,314.00
Additional			
ACFR Statement Builder	1	32	$ 5,463.00
Enterprise Forms Processing Software (including Common Form Set)	1	0	$ 4,896.00
GIS	21	8	$ 6,216.00
Notify includes 30,000 Msgs and 1,000 Mins per year	1	16	$ 5,400.00

Sub-Total:			$ 209,982.00
Less Discount:			$ 41,991.00
TOTAL		**2208**	**$ 167,991.00**

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Capital Assets Import Hours	12	$ 175.00	$ 0.00	$ 2,100.00	$ 0.00
COA Import Hours	12	$ 175.00	$ 0.00	$ 2,100.00	$ 0.00
Executive Insights Implementation	1	$ 4,800.00	$ 0.00	$ 4,800.00	$ 0.00
Payroll Accruals Import Hours	8	$ 175.00	$ 0.00	$ 1,400.00	$ 0.00
Payroll Deductions Import Hours	12	$ 175.00	$ 0.00	$ 2,100.00	$ 0.00
Payroll Employee Master Import Hours	12	$ 175.00	$ 0.00	$ 2,100.00	$ 0.00
Project Management	332	$ 163.00	$ 0.00	$ 54,116.00	$ 0.00
Conversions – See Detailed Breakdown Below				$ 63,700.00	$ 0.00
Onsite Implementation	592	$ 195.00	$ 0.00	$ 115,440.00	$ 0.00
Remote Implementation	1616	$ 163.00	$ 0.00	$ 263,408.00	$ 0.00
TOTAL				**$ 511,264.00**	**$ 0.00**

Payments

	Use Case	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Payer Card Cost - Service Fees										
Enterprise ERP										
Enterprise ERP Payments	Utility Billing		3.95%	$ 2.50				X	X	X
Enterprise ERP Payments	General Billing		3.95%	$ 2.50				X	X	X
Enterprise Permitting & Licensing Payments	Licenses		3.95%	$ 2.50				X	X	
Enterprise Permitting & Licensing Payments	Code Enforcement		3.95%	$ 2.50				X	X	
Enterprise Permitting & Licensing Payments	Planning		3.95%	$ 2.50				X	X	

Enterprise Permitting & Licensing Payments	Permits	3.95%	$ 2.50	X	X
Payments - Other Fees					
Enterprise ERP					
Payer eCheck Cost		$ 1.95			
eCheck Rejects		$ 5.00			
Credit Card Chargebacks		$ 15.00			

Payer Card Cost	Per card transaction with Visa, MasterCard, Discover, and American Express.
Payer eCheck Cost	Per electronic check transaction.
Credit Card Chargebacks	If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)
Enterprise ERP Payments	IVR Cost - Additional $0.50 per transaction on top of Card and eCheck fee.
eCheck Rejects	When an eCheck transaction comes back as declined (e.g bounced check)

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Payments Lane 3000 Terminal Purchase	1	$ 419.00	$ 0.00	$ 419.00	$ 0.00	$ 0.00	$ 0.00
Payments PCI Service Fee (Per Device)	1	$ 0.00	$ 0.00	$ 0.00	$ 180.00	$ 0.00	$ 180.00
Touchscreen 7: Biometric and Prox Reader	8	$ 2,695.00	$ 0.00	$ 21,560.00	$ 270.00	$ 0.00	$ 2,160.00
TOTAL				**$ 21,979.00**			**$ 2,340.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 167,991.00
Total Tyler Services	$ 511,264.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 21,979.00	$ 2,340.00
Summary Total	**$ 533,243.00**	**$ 170,331.00**
Estimated Travel Expenses excl in Contract		
Total	**$ 35,635.00**	

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Content Manager Core				
Content Manager Core - Asset Maintenance	1	$ 2,000.00	$ 0.00	$ 2,000.00
Enterprise Asset Management				
Asset Maintenance	1	$ 10,000.00	$ 0.00	$ 10,000.00
Financials				
Accounting	1	$ 4,000.00	$ 0.00	$ 4,000.00
Accounts Payable	1	$ 6,200.00	$ 0.00	$ 6,200.00
Human Resources Management				
Human Resources Management	1	$ 14,300.00	$ 0.00	$ 14,300.00
Revenue Management				
Utility Billing	1	$ 27,200.00	$ 0.00	$ 27,200.00
	TOTAL			**$ 63,700.00**

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
License			
Assets Mobile	1	16	$ 2,804.00
Bid Management	1	24	$ 1,753.00
Inventory Mobile	1	16	$ 2,804.00
REF License - MDC or TABLET [6]	6		$ 3,060.00
Interface			
ERP - Enterprise Resources	1		$ 0.00
Task			
My Civic	1	44	$ 7,200.00
Parking: Custom Parking Task	1		$ 2,049.00
Task: Code Enforcement	1		$ 2,049.00

Virtual Sessions	1	0	$ 7,000.00
Virtual Sessions - Additional Sessions	1	0	$ 15,000.00
Data Insights			
Economic Intelligence	1	0	$ 8,550.00
Open Finance	1	0	$ 10,800.00
Additional			
Notify Additional Block of 12,000 Messages Per Year	1	0	$ 300.00
Notify Additional Block of 5,000 Minutes Per Year	1	0	$ 300.00
TOTAL:		**100**	**$ 63,669.00**

Optional Tyler Annual Services

Description	Qty	Imp. Hours	Annual Fee
Recurring Services			
Managed Detection & Response	1	0	$ 18,000.00
TOTAL:		**0**	**$ 18,000.00**

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Install Fee - Managed Detection & Response	1	$ 1,000.00	$ 0.00	$ 1,000.00	$ 0.00
Install Fee - Open Finance	1	$ 3,200.00	$ 0.00	$ 3,200.00	$ 0.00
Position Control Import Hours	8	$ 175.00	$ 0.00	$ 1,400.00	$ 0.00
Project Management	1	$ 1,500.00			$ 0.00
Set Up & Config	1	$ 10,000.00			$ 0.00
Training	1	$ 2,000.00			$ 0.00
Conversion – See Detailed Breakdown Below				$ 52,680.00	$ 0.00
Onsite Implementation	28	$ 195.00	$ 0.00	$ 5,460.00	$ 0.00
Remote Implementation	72	$ 163.00	$ 0.00	$ 11,736.00	$ 0.00
TOTAL				**$ 88,976.00**	**$ 0.00**

Optional 3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Barcode Printer Kit	1	$ 1,445.00	$ 0.00	$ 1,445.00	$ 145.00	$ 0.00	$ 145.00
Barcode Scanner - NX6 Rugged Mobile Scanning Device	1	$ 1,695.00	$ 0.00	$ 1,695.00	$ 170.00	$ 0.00	$ 170.00
Cash Drawer	1	$ 260.00	$ 0.00	$ 260.00	$ 0.00	$ 0.00	$ 0.00
Hand Held Scanner - Model 1950GSR	1	$ 450.00	$ 0.00	$ 450.00	$ 0.00	$ 0.00	$ 0.00
Hand Held Scanner Stand	1	$ 30.00	$ 0.00	$ 30.00	$ 0.00	$ 0.00	$ 0.00
LB3691 / Brother, PocketJet, Rugged Jet, Car Adapter, 10 ft.	6	$ 33.00			$ 0.00	$ 0.00	$ 0.00
PA-CR-002A / Brother, Acc-Printer, RJ4200 Series, Docking/Mounting Station w Power and USB connectivity	6	$ 178.00			$ 0.00	$ 0.00	$ 0.00
Pattern Stream Automated Document System - Implementation	40	$ 175.00	$ 0.00	$ 7,000.00	$ 0.00	$ 0.00	$ 0.00
Pattern Stream Automated Document System - SaaS	1	$ 0.00	$ 0.00	$ 0.00	$ 14,372.00	$ 0.00	$ 14,372.00
Printer (TM-S9000II)	1	$ 1,623.00	$ 0.00	$ 1,623.00	$ 0.00	$ 0.00	$ 0.00
RDM02U5 / Brother, Rugged Jet, Paper, Thermal, premium, 36 rolls per case	1	$ 188.00			$ 0.00	$ 0.00	$ 0.00
RJ4230BL / Brother, Printer, Rugged Jet 4, Bluetooth	6	$ 665.00			$ 0.00	$ 0.00	$ 0.00
Touchscreen 10: Barcode Reader	1	$ 2,510.00	$ 0.00	$ 2,510.00	$ 251.00	$ 0.00	$ 251.00
Touchscreen 10: Biometric and Barcode Reader	1	$ 3,010.00	$ 0.00	$ 3,010.00	$ 301.00	$ 0.00	$ 301.00
Touchscreen 10: Biometric and Mag Stripe Reader	1	$ 3,010.00	$ 0.00	$ 3,010.00	$ 301.00	$ 0.00	$ 301.00
Touchscreen 10: Biometric and Prox Reader	1	$ 3,010.00	$ 0.00	$ 3,010.00	$ 301.00	$ 0.00	$ 301.00
Touchscreen 10: Biometric Reader	1	$ 2,710.00	$ 0.00	$ 2,710.00	$ 271.00	$ 0.00	$ 271.00
Touchscreen 10: Mag Stripe Reader	1	$ 2,510.00	$ 0.00	$ 2,510.00	$ 251.00	$ 0.00	$ 251.00
Touchscreen 10: Proximity Reader (HID)	1	$ 2,510.00	$ 0.00	$ 2,510.00	$ 251.00	$ 0.00	$ 251.00
Touchscreen 7: Barcode Reader	1	$ 2,195.00	$ 0.00	$ 2,195.00	$ 220.00	$ 0.00	$ 220.00
Touchscreen 7: Biometric and Barcode Reader	1	$ 2,695.00	$ 0.00	$ 2,695.00	$ 270.00	$ 0.00	$ 270.00
Touchscreen 7: Biometric and Mag Stripe Reader	1	$ 2,695.00	$ 0.00	$ 2,695.00	$ 270.00	$ 0.00	$ 270.00
Touchscreen 7: Biometric Reader	1	$ 2,395.00	$ 0.00	$ 2,395.00	$ 240.00	$ 0.00	$ 240.00

Touchscreen 7: Mag Stripe Reader	1	$ 2,195.00	$ 0.00	$ 2,195.00	$ 220.00	$ 0.00	$ 220.00
Touchscreen 7: Proximity Reader	1	$ 2,195.00	$ 0.00	$ 2,195.00	$ 220.00	$ 0.00	$ 220.00
			TOTAL	**$ 51,587.00**			**$ 18,054.00**

Optional Conversion Details (Prices Reflected Above)

Description	Quantity	Unit Price	Discount	Total
Content Management				
Content Manager Core - Community Development	1	$ 6,500.00	$ 0.00	$ 6,500.00
Content Manager Core				
Content Manager Core - Accounts Payable	1	$ 7,400.00	$ 0.00	$ 7,400.00
Content Manager Core - Human Resources Management	1	$ 13,800.00	$ 0.00	$ 13,800.00
Conversions				
Business Management	1	$ 8,225.00	$ 0.00	$ 8,225.00
Community Development	1	$ 10,575.00	$ 0.00	$ 10,575.00
Revenue Management				
General Billing	1	$ 6,180.00	$ 0.00	$ 6,180.00
		TOTAL		**$ 52,680.00**

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Financial Management			
Accounting	$ 15,867.00	$ 3,173.00	$ 12,694.00
Accounts Payable	$ 4,579.00	$ 916.00	$ 3,663.00
Budgeting	$ 4,579.00	$ 916.00	$ 3,663.00
Capital Assets	$ 3,859.00	$ 772.00	$ 3,087.00
Cash Management	$ 2,625.00	$ 525.00	$ 2,100.00
Contract Management	$ 1,732.00	$ 346.00	$ 1,386.00
eProcurement (Vendor Access and Punch-Out)	$ 2,610.00	$ 522.00	$ 2,088.00

Inventory	$ 3,585.00	$ 717.00	$ 2,868.00
Project & Grant Accounting	$ 3,083.00	$ 617.00	$ 2,466.00
Purchasing	$ 6,640.00	$ 1,328.00	$ 5,312.00
Human Resources Management			
Advanced Scheduling w Mobile Access - Up to 250 Employees	$ 6,102.00	$ 1,220.00	$ 4,882.00
Employee Expense Reimbursement	$ 1,971.00	$ 394.00	$ 1,577.00
Human Resources & Talent Management	$ 5,405.00	$ 1,081.00	$ 4,324.00
Payroll with Employee Access	$ 7,842.00	$ 1,568.00	$ 6,274.00
Recruiting	$ 1,238.00	$ 248.00	$ 990.00
Time & Attendance w Mobile Access - Up to 350 Employees	$ 13,884.00	$ 2,777.00	$ 11,107.00
Revenue Management			
Accounts Receivable	$ 3,368.00	$ 674.00	$ 2,694.00
Cashiering	$ 5,774.00	$ 1,155.00	$ 4,619.00
General Billing	$ 2,246.00	$ 449.00	$ 1,797.00
Resident Access	$ 3,420.00	$ 684.00	$ 2,736.00
Utility Billing CIS including Graphing Agent	$ 8,302.00	$ 1,660.00	$ 6,642.00
Utility Billing Meter Interface	$ 1,729.00	$ 346.00	$ 1,383.00
Civic Services			
Business Management Suite	$ 4,750.00	$ 950.00	$ 3,800.00
Civic Access - Business Management	$ 5,658.00	$ 1,132.00	$ 4,526.00
Civic Access - Community Development	$ 5,658.00	$ 1,132.00	$ 4,526.00
Community Development Suite	$ 5,700.00	$ 1,140.00	$ 4,560.00
Decision Engine	$ 6,300.00	$ 1,260.00	$ 5,040.00
e-Reviews	$ 8,604.00	$ 1,721.00	$ 6,883.00
Enterprise Permitting & Licensing Core Foundation Bundle	$ 1,811.00	$ 362.00	$ 1,449.00
Enterprise Permitting & Licensing Mobile	$ 1,902.00	$ 378.00	$ 1,524.00
Enterprise Service Requests	$ 2,656.00	$ 531.00	$ 2,125.00
Report Toolkit	$ 1,741.00	$ 348.00	$ 1,393.00
Enterprise Asset Management			
Asset Maintenance & Performance - Per User	$ 10,320.00	$ 2,064.00	$ 8,256.00
Internal Requests License	$ 1,001.00	$ 200.00	$ 801.00
Content Management			
Content Manager Core	$ 2,404.00	$ 481.00	$ 1,923.00
Data Insights			

Enterprise Analytics and Reporting w Executive Insights	$ 17,748.00	$ 3,550.00	$ 14,198.00
Enterprise Permitting & Licensing Advanced Automation Bundle	$ 1,314.00	$ 263.00	$ 1,051.00
Additional			
ACFR Statement Builder	$ 5,463.00	$ 1,093.00	$ 4,370.00
Enterprise Forms Processing Software (including Common Form Set)	$ 4,896.00	$ 979.00	$ 3,917.00
GIS	$ 6,216.00	$ 1,239.00	$ 4,977.00
Notify includes 30,000 Msgs and 1,000 Mins per year	$ 5,400.00	$ 1,080.00	$ 4,320.00
TOTAL	**$ 209,982.00**	**$ 41,991.00**	**$ 167,991.00**

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference https://www.tylertech.com/services/tyler-detect for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

EnerGov Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 1 unique business transactions, 1 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be

EnerGov Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 2 unique business transactions, 2 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

Your use of Virtual Sessions is subject to applicable provisions found in the current Twilio Terms of Service. Additionally, the usage of Virtual Sessions is capped to 1700 sessions annually. If you exceed this number of Sessions, then Tyler will work with you to secure an additional add-on package of Virtual Sessions that will have an additional cost associated to it.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $5,000 per TB.

The SaaS fees for product that are not named users are based on 32 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.
Your payment of the annual subscription or SaaS fee for Tyler Notify will include an identified amount of messages and/or minutes annually. Additional messages and/or minutes may be purchased from Tyler in defined packages at our then-current rates. Tyler Notify will not restrict use of messages and/or minutes that exceed the allotted messages but reserves the right to invoice you for documented overages occurring during the annual term. Any unused messages or minutes remaining at the end of your annual subscription term expire.

Asset Maintenance conversion includes: Work Order Asset, Closed Work Order History- No Cost Data, Work Order History with Cost Data

Content Manager Core - Asset Maintenance includes: Asset Maintenance

Your acquisition of clocks and/or clock maintenance is subject to the following terms: https://www.tylertech.com/terms/executime-clock-terms.

General Billing conversion includes: Standard - CID, Recurring Invoices, Bills(Header, Detail), Payment History, Invoices - up to 5 years

Fees for year one of hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually, in advance.

Your use of Payments and any related items included on this order is subject to the terms found at: https://www.tylertech.com/terms/payment-card-processing-agreement. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

Content Manager Core - Accounts Payable conversion includes: Standard - Vendors, Remit Addresses, 1099 Amounts, Check History (Header, Detail)

Content Manager Core - Human Resources Management conversion includes: Standard - Employee Master, Addresss, Deductions, Check History, Applicant Tracking, PM Action History, Position Control, Certifications

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

All hardware related to Assets Mobile and Inventory Mobile will be under a standard maintenance plan which starts when they are shipped. This includes replacement of your current hardware if it cannot be fixed through the standard helpdesk process.

Accounting conversion includes: Actuals (total balances only) up to 5 years, Budgets (total balances only) up to 5 years

Accounts Payable conversion includes: Standard - Vendors, Remit Addresses, 1099 Amounts, Check History(Header, Detail) - up to 5 years, Invoices (Header, Detail) - up to 5 years

Human Resources Management conversion includes: Standard - Employee Master, Address, Accumulators (Earnings & Deduction totals by period) - up to 5 years, Check History - up to 5 years, Earning/Deduction History - up to 5 years, PM Action History - up to 5 years, Certifications, Education

Utility Billing conversion includes: Standard - UB Account, CID's, Services/Meter Inventory, Assessments, Consumption History - up to 5 years, Balance Forward AR, Service Orders, Backflow, Budget Billing, Flat Inventory/Containers

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

For the avoidance of doubt, Managed Detection & Response is a subscription service, not SaaS. Notwithstanding the foregoing language, payment of annual subscription fees for Managed Detection & Response commence on the availability of the service. Managed Detection & Response services will renew automatically for additional one (1) year terms, and subsequent subscription fees are due annually in advance on the anniversary of the availability date at our then-current rates. Pricing is based on client's current network size as defined by their entity size. Any material increases of network size may result in additional fees being assessed for the Managed Detection & Response service upon renewal. The quoted Managed Detection & Response amount does not include monitoring of student devices nor analysis of student network traffic. Tyler can quote an additional fee for these services.

Utility Billing CIS includes the Graphing Agent. Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees.
   1.1 SaaS Fees payable during the initial three-year term are indicated below:

Payment Due Date	Payment Amount
1/1/2024	$24,157.88
4/1/2024	$31,536.57
7/1/2024	$31,536.57
10/1/2024	$34,167.95
1/1/2025	167,991.00
1/1/2026	167,991.00

   1.2 Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates and payable annually, in advance.

2. Other Tyler Software and Services.
   2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
   2.2 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
   2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
   2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed

to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.5 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.6 Web Services: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products and Hardware.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.5 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.

3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle or ,in the case of contract termination or non-renewal, will be issued as a refund. Issuing of such credit for an active client does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting

support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Third Party Terms

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: https://www.thinprint.com/en/legal-notes/eula/. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: https://eclipsecorp.us/eula/. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Exhibit E
Statement of Work

Statement of Work follows this page.

City of Faribault

SOW from Tyler Technologies, Inc.

10/30/2023

Presented to:
Jeanne Schmuck, Finance Director
208 1st Ave NW
Faribault, MN 55021-5180

Contact:
Tammy Little
Email: Tammy.Little@TylerTech.com
1 Tyler Drive Yarmouth, Maine 04096

Table of Contents

PART 1: EXECUTIVE SUMMARY 1

1. Project Overview 1
1.1 Introduction 1
1.2 Project Goals 1
1.3 Methodology 1

PART 2: PROJECT FOUNDATION 3

2. Project Governance 3

3. Project Scope Control 4
3.1 Managing Scope and Project Change 4
3.2 Change Control 4
3.3 Change Request Management 4

4. Acceptance Process 6

5. Roles and Responsibilities 6
5.1 Tyler Roles & Responsibilities 6
5.1.1 Tyler Executive Manager 7
5.1.2 Tyler Implementation Manager 7
5.1.3 Tyler Project Manager 7
5.1.4 Tyler Implementation Consultant 8
5.1.5 Tyler Sales 8
5.1.6 Tyler Technical Services 8
5.2 City of Faribault Roles & Responsibilities 9
5.2.1 City of Faribault Executive Sponsor 9
5.2.2 City of Faribault Steering Committee 9
5.2.3 City of Faribault Project Manager 10
5.2.4 City of Faribault Functional Leads 11
5.2.5 City of Faribault Power Users 11
5.2.6 City of Faribault End Users 12
5.2.7 City of Faribault Technical Lead 12
5.2.8 City of Faribault Change Management Lead 13

PART 3: PROJECT PLAN 14

6. Project Stages 14
6.1 Initiate and Plan 15
6.1.1 Initial Coordination 15
6.1.2 Project/Phase Planning 16
6.1.3 Infrastructure Planning 17

6.1.4 Stakeholder Meeting ... 18
6.1.5 GIS Preparation ... 19
6.1.6 Control Point 1: Initiate & Plan Stage Acceptance ... 20
6.2 Assess & Define ... 20
6.2.1 Solution Orientation ... 20
6.2.2 Current & Future State Analysis ... 21
6.2.3 Data Assessment ... 22
6.2.4 Conversion Assessment ... 23
6.2.5 Intentionally left blank. ... 25
6.2.6 Intentionally left blank. ... 25
6.2.7 Control Point 2: Assess & Define Stage Acceptance ... 25
6.3 Prepare Solution ... 25
6.3.1 Initial System Deployment ... 25
6.3.2 Configuration ... 26
6.3.3 Process Refinement ... 27
6.3.4 Conversion Delivery ... 29
6.3.5 Intentionally left blank. ... 31
6.3.6 Intentionally left blank. ... 31
6.3.7 Control Point 3: Prepare Solution Stage Acceptance ... 31
6.4 Production Readiness ... 31
6.4.1 Solution Validation ... 31
6.4.2 Go-Live Readiness ... 32
6.4.3 End User Training ... 33
6.4.4 Control Point 4: Production Readiness Stage Acceptance ... 34
6.5 Production ... 35
6.5.1 Go-Live ... 35
6.5.2 Transition to Client Services ... 36
6.5.3 Post Go-Live Activities ... 37
6.5.4 Control Point 5: Production Stage Acceptance ... 38
6.6 Close ... 38
6.6.1 Phase Closeout ... 39
6.6.2 Project Closeout ... 40
6.6.3 Control Point 6: Close Stage Acceptance ... 41

7. General Assumptions ... 41
7.1 Project ... 41
7.2 Organizational Change Management ... 41
7.3 Resources and Scheduling ... 42
7.4 Data ... 42
7.5 Facilities ... 43

8. Glossary ... 44

PART 4: APPENDICES ... 47

9. Conversion ... 47

9.1 Enterprise ERP Conversion Summary 47
9.1.1 Accounting 47
9.1.2 Accounts Payable 47
9.1.3 Human Resources Management 47
9.1.4 Utility Billing 48

10. Additional Appendices 50
10.1 Enterprise Permitting & Licensing Definitions 50
10.1.1 "Template Business Transactions" 50
10.1.2 "Unique Business Transactions" 50
10.1.3 "Geo-Rules" 50
10.1.4 "Automation Events" 51
10.1.5 "Enterprise Permitting & Licensing SDK/API (Toolkits)" 51
10.2 Intentionally left blank. 51

11. Project Timeline 1
11.1 ERP Project Timeline 1
11.2 Intentionally left blank. 3

Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City of Faribault (collectively the "Project").

The overall goals of the project are to:

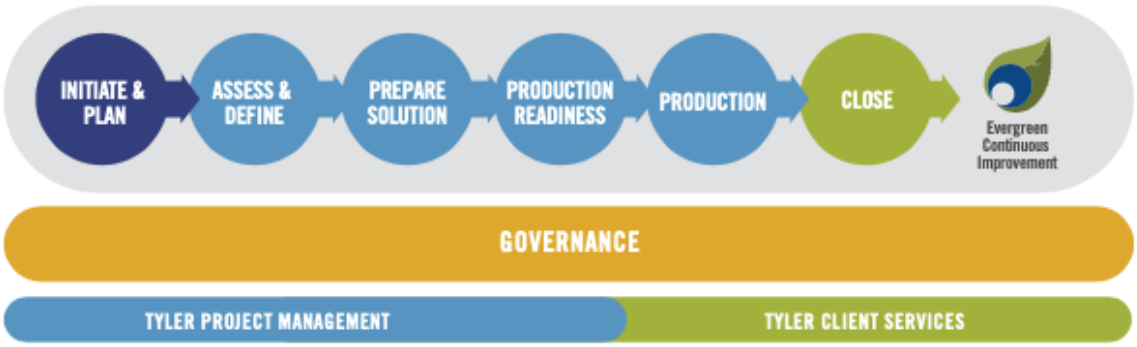
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by the City of Faribault and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City of Faribault's complexity and organizational needs.

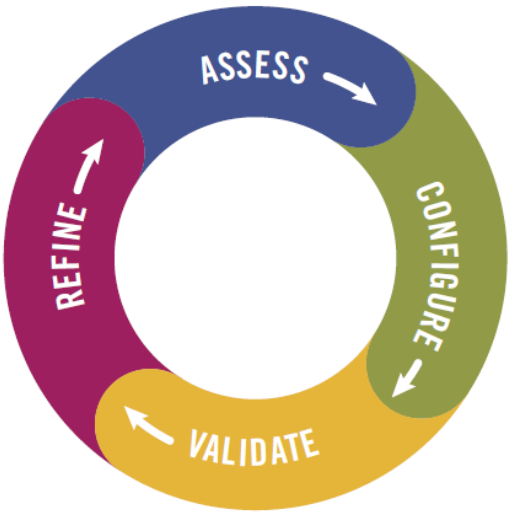
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City of Faribault and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City of Faribault and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City of Faribault's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

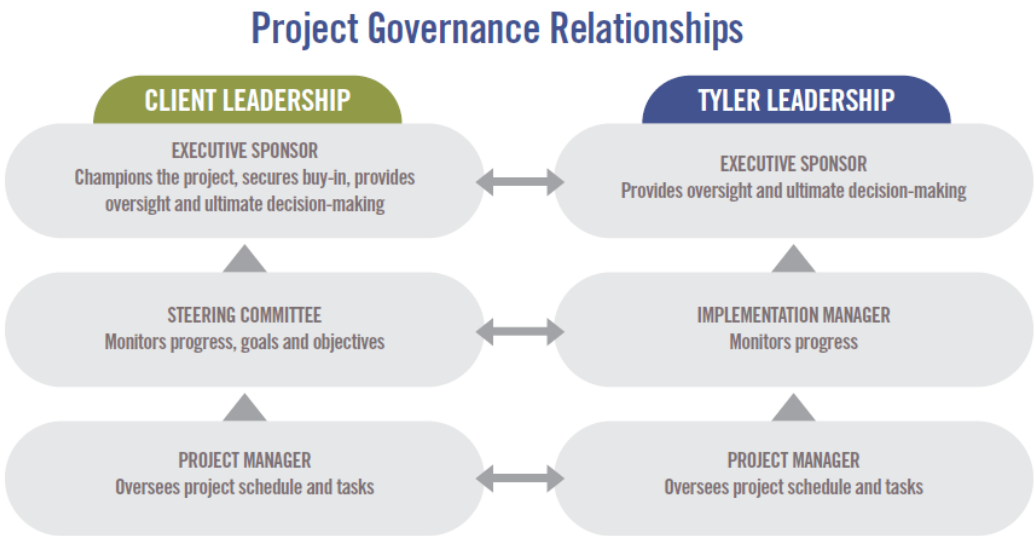
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the City of Faribault collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City of Faribault Steering Committee become the escalation points to triage responses prior to escalation to the City of Faribault and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City of Faribault and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the "triple constraints" or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.

A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City of Faribault; for example, the City of Faribault may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City of Faribault, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City of Faribault will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City of Faribault). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City of Faribault office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City of Faribault will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City of Faribault's feedback and approval on Project deliverables will be critical to the success of the Project. The City of Faribault's project manager will strive to gain deliverable and decision approvals from all authorized City of Faribault representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City of Faribault department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City of Faribault shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City of Faribault does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City of Faribault does not agree the Deliverable or Control Point meets requirements, the City of Faribault shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City of Faribault shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City of Faribault does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City of Faribault and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City of Faribault, but are roles defined within the Project. It is common for individual resources on both the Tyler and City of Faribault project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City of Faribault's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City of Faribault's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City of Faribault management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City of Faribault, the Tyler Project Manager provides regular updates to the City of Faribault Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City of Faribault project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.

- Collaborates with the City of Faribault project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City of Faribault and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City of Faribault any items that may impact the outcomes of the Project.
- Collaborates with the City of Faribault's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City of Faribault's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City of Faribault and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City of Faribault through software validation process following configuration.
- Assists during Go-Live process and provides support until the City of Faribault transitions to Client Services.
- Facilitates training sessions and discussions with the City of Faribault and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).

- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the City of Faribault.
- Loads City of Faribault provided GIS data into the system.

5.2 City of Faribault Roles & Responsibilities

City of Faribault resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City of Faribault Executive Sponsor

The City of Faribault executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City of Faribault steering committee, project manager(s), and functional leads to make critical business decisions for the City of Faribault.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City of Faribault Steering Committee

The City of Faribault steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City of Faribault project manager and Project through participation in regular internal meetings. The City of Faribault steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City of Faribault steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - City of Faribault Policies
    - Needs of other client projects

5.2.3 City of Faribault Project Manager

The City of Faribault shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City of Faribault Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City of Faribault project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The City of Faribault project manager(s) are responsible for reporting to the City of Faribault steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City of Faribault project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City of Faribault and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City of Faribault staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City of Faribault resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.

- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City of Faribault technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City of Faribault Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City of Faribault project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
    - Task completion
    - Stakeholder Meeting
    - Project Management Plan development
    - Schedule development
    - Maintenance and monitoring of risk register
    - Escalation of issues
    - Communication with Tyler project team
    - Coordination of City of Faribault resources
    - Attendance at scheduled sessions
    - Change management activities
    - Modification specification, demonstrations, testing and approval assistance
    - Data analysis assistance
    - Decentralized end user training
    - Process testing
    - Solution Validation

5.2.5 City of Faribault Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City of Faribault business processes and requirements.

- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City of Faribault staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 City of Faribault End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City of Faribault Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City of Faribault third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City of Faribault's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City of Faribault GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of City of Faribault GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 City of Faribault Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City of Faribault's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.

- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City of Faribault and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City of Faribault Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by the City of Faribault.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 GIS Planning*	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Infrastructure Planning	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 Stakeholder Meeting	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "Intentionally Left Blank" in Section 6 of the Statement of Work.

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City of Faribault with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the City of Faribault gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City of Faribault's team. During this step, Tyler will work with the City of Faribault to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City of Faribault project team.

STAGE 1	Initial Coordination																
	Tyler								City of Faribault								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City of Faribault project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City of Faribault		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						

Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City of Faribault to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City of Faribault Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City of Faribault's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City of Faribault Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City of Faribault with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								City of Faribault								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads

Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	City of Faribault provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City of Faribault has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the City of Faribault to install License Software. The City of Faribault is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the City of Faribault's infrastructure meets Tyler's application requirements.
- Ensure the City of Faribault's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								City of Faribault								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I

Initial Infrastructure Meeting		A	R		C		C				C						C
Schedule SaaS Environment Availability		A	R				C				I						
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	Initial Infrastructure Requirements

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements
	Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City of Faribault Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City of Faribault team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								City of Faribault								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW

	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other City of Faribault offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all City of Faribault GIS data sources and formats.
- Tyler to understand the City of Faribault's GIS needs and practices.
- Ensure the City of Faribault's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation																
	Tyler								City of Faribault								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- City of Faribault is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City of Faribault
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City of Faribault business processes. This information will be used to identify and define business processes utilized with Tyler software. The City of Faribault collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City of Faribault team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City of Faribault team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City of Faribault for current and future state analysis.

STAGE 2	Solution Orientation

	Tyler								City of Faribault								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City of Faribault and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City of Faribault will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City of Faribault's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis	
	Tyler	City of Faribault

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City of Faribault current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- City of Faribault attendees possess sufficient knowledge and authority to make future state decisions.
- The City of Faribault is responsible for any documentation of current state business processes.
- The City of Faribault can effectively communicate current state processes.

6.2.3 Data Assessment

Given the completion of the Current & Future State Analysis, the Data Assessment will provide the implementation team the design for data delivery prior to configuration. The data Assessment will also allow the Tyler and the City of Faribault teams to identify the data that will be configured within the Tyler System. The team will develop and map out dataset structures to ensure that data is structured in a way that allows maximum utility.

The teams will review any existing data publish and metadata standards for the City of Faribault's current data program to determine any necessary adjustments or configuration needs. Finally, the implementation team develops data workflows to map data from the source system(s) into the Tyler system, discussing any additional data requirements as needed.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								City of Faribault								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Complete Data Analysis/Mapping		A	R	C	C						I	C		C			I
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City of Faribault Source data
	City of Faribault Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated (if applicable}	City of Faribault Acceptance of Data Conversion Plan, if Applicable
		City of Faribault acceptance of Solution Design Document

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City of Faribault representatives to identify business rules before writing the conversion.
- City of Faribault subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to

better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								City of Faribault								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City of Faribault Source data
	City of Faribault Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City of Faribault Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City of Faribault representatives to identify business rules before writing the conversion.
- City of Faribault subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.5 Intentionally left blank.

6.2.6 Intentionally left blank.

6.2.7 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City of Faribault against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The City of Faribault can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*	
	Tyler	City of Faribault

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on City of Faribault Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on City of Faribault Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System meets prescribed checklist
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City of Faribault will provide network access for Tyler modules, printers, and Internet access to all applicable City of Faribault and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City of Faribault to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City of Faribault collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the City of Faribault Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								City of Faribault								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City of Faribault configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City of Faribault is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City of Faribault users on how to execute processes in the system to prepare them for the validation of the software. The City of Faribault collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the City of Faribault understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								City of Faribault								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City of Faribault Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City of Faribault-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.

	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed City of Faribault-specific process documentation (completed by City of Faribault)	

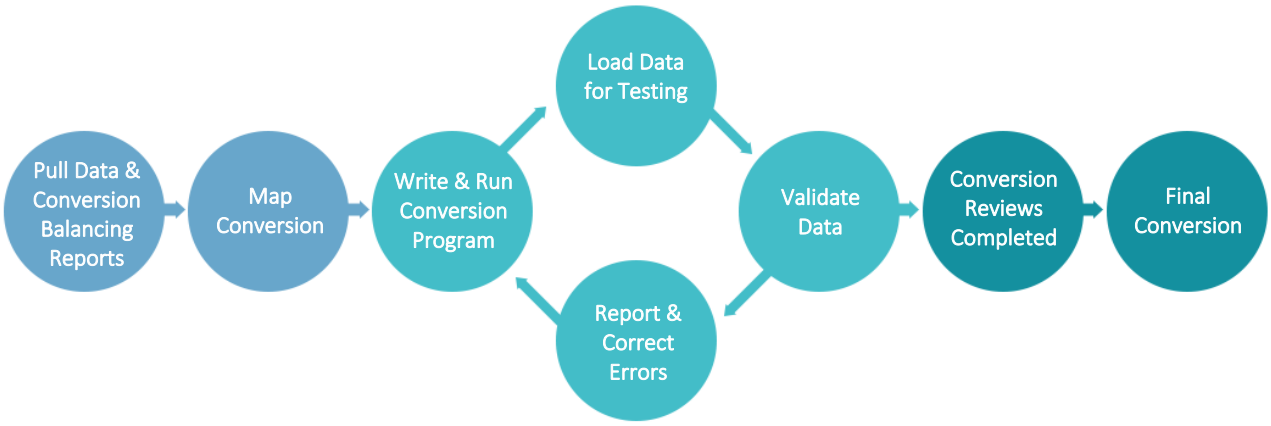
Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City of Faribault's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City of Faribault will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City of Faribault to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion	
	Tyler	City of Faribault

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City of Faribault will provide a single file layout per source system as identified in the investment summary.
- The City of Faribault subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City of Faribault project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City of Faribault team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City of Faribault to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City of Faribault verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City of Faribault organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation	
	Tyler	City of Faribault

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City of Faribault updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the City of Faribault will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City of Faribault has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City of Faribault will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness	
	Tyler	City of Faribault

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City of Faribault

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City of Faribault users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City of Faribault specific business process documentation. City of Faribault-led training labs using City of Faribault specific business process documentation if created by the City of Faribault can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The City of Faribault is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								City of Faribault								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City of Faribault-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City of Faribault signoff that training was delivered

Work package assumptions:

- The City of Faribault project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City of Faribault as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City of Faribault departments.
- The City of Faribault will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City of Faribault will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City of Faribault to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City of Faribault and Tyler will complete work assigned to prepare for Go-Live.

The City of Faribault provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City of Faribault manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City of Faribault during Go-Live activities. The City of Faribault transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- City of Faribault data available in Production environment.

STAGE 5	Go-Live																
	Tyler								City of Faribault								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R

Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City of Faribault confirms data is available in production environment

Work package assumptions:

- The City of Faribault will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City of Faribault business processes required for Go-Live are fully documented and tested.
- The City of Faribault Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City of Faribault Project Team and Power User's provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City of Faribault onto the Tyler Client Services team, who provides the City of Faribault with assistance following Go-Live, officially transitioning the City of Faribault to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City of Faribault teams for key processes and subject areas.

STAGE 5	Transition to Client Services	
	Tyler	City of Faribault

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer City of Faribault to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities	
	Tyler	City of Faribault

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City of Faribault transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City of Faribault for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City of Faribault teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								City of Faribault								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City of Faribault
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City of Faribault may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City of Faribault teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City of Faribault								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City of Faribault and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	City of Faribault acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.

- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the City of Faribault will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City of Faribault Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City of Faribault project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City of Faribault is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City of Faribault to make process changes.
- The City of Faribault is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City of Faribault is responsible for managing Organizational Change. Impacted City of Faribault resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City of Faribault resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City of Faribault resources will participate in scheduled activities as assigned in the Project Schedule.
- The City of Faribault team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City of Faribault will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City of Faribault will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City of Faribault makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City of Faribault will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City of Faribault will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City of Faribault is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City of Faribault representatives to identify business rules before writing the conversion. The City of Faribault must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The City of Faribault will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City of Faribault Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City of Faribault is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The City of Faribault will provide dedicated space for Tyler staff to work with City of Faribault resources for both on-site and remote sessions. If Phases overlap, City of Faribault will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City of Faribault will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.

Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]
Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only

	one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.
Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 Enterprise ERP Conversion Summary

9.1.1 Accounting

9.1.1.1 Accounting - Actuals

- Summary account balances
- Up to 5 years

9.1.1.2 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 5 years

9.1.2 Accounts Payable

9.1.2.1 Vendors

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

9.1.2.2 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

9.1.2.3 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.1.3 Human Resources Management

9.1.3.1 HRM Employee Master Information

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

9.1.3.2 Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history
- Up to 5 years
- Accumulators are converted with check history and earning/deduction history as a default. No accumulator files are necessary to submit when converting history.

9.1.3.3 Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

9.1.3.4 Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down my individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history.

9.1.3.5 Personnel Action History

- A variety of Personnel actions, such as job or salary changes and dates these events occurred.
- Up to 5 years

9.1.3.6 Certifications

- Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

9.1.3.7 Education

- Codes, for institution, type of degree, and area(s) of study

9.1.4 Utility Billing

9.1.4.1 Account Information

- Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information

9.1.4.2 Services

- Current service codes, service status, type, factor, condo units, bill cycle codes, , current deposits held on account including unpaid deposit amounts, winter usage, current meter(s) associated with service, meter readings(current and previous), meter usage (current and previous) and sales tax information.

9.1.4.3 Assessments

- Assessments are improvement costs that are spread across to property owner
- Utility Billing conversion (balance forward AR) must also be converted in order to convert assessments

9.1.4.4 Consumption History

- History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes
- Up to 5 years

9.1.4.5 Balance Forward AR

- Account balance forward information converted as total amount due. If the client's business practices require current due and past due bills this can be broken into three balance forward bills (current balance due and up to two past due balance bills).These can be converted to one balance forward charge code or separate balance forward charge codes, and converted to the account/customer, if the client's legacy data contains this information.
- If late penalties will be applied in Enterprise ERP after the conversion, balance forward amounts must be converted by charge code

9.1.4.6 Work Orders

- Work Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading

9.1.4.7 Backflow

- Account information, backflow device information, backflow type, and backflow violations

9.1.4.8 Budget Billing

- Converts information for budget average billing by account, customer and service. Legacy data must include: calculated budget amount by service; number of periods remaining until plan renews; budget plan balance/credit amount, broken out by service/customer; additional amortized amount by service.

9.1.4.9 Flat Inventory/Containers

- Inventory for non-metered items tied to recurring service billing – flat rate is tied to inventory item(s)/item type(s) (vs consumption/usage). Trash/recycling containers, dumpsters, roll off containers, light poles, cable/internet equipment.

10. Additional Appendices

10.1 Enterprise Permitting & Licensing Definitions

10.1.1 "Template Business Transactions"

- A pre-defined and pre-configured Enterprise Permitting & Licensing business process from Enterprise Permitting & Licensing's "Best Management Template".
- The following modifications to Template Business Transactions are considered within scope:
  - Any changes to required inspections within the workflow
  - Any changes to the required plan reviews within the workflow
  - Adding up to 2 additional actions to the workflow
  - Configuration of fees, allowing creation of up to 3 new fees to accommodate
  - Any changes to custom field layouts that are directly related to fees or included reports
- Customization/Configuration of any of these parameters beyond the scope listed above will require the respective business process to be considered a "Unique Business Transaction", as described below.

Note: All transaction counts are quantified in the comments of the Investment Summary.

10.1.2 "Unique Business Transactions"

- Unique configuration of workflow or business process steps & actions, including output actions
- Unique Fee configuration
- Unique Custom field configuration

10.1.3 "Geo-Rules"

- An automation event that references GIS data. Current geo-rule action types are:

Alert	Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e., noise abatement zones; flood zones; etc.).
Block	Places a block on the case and prevents any progress or updates from occurring on the record (i.e., no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
Block with Override	Places a block on the case and prevents any progress or updates from occurring on the record (i.e., no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
Fee Date	Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
Field Mapping	A custom field or any field inherent in the Enterprise Permitting & Licensing application can automatically populate with information based on spatial data.
Required Action	A workflow action can automatically populate in the workflow details for the particular record (i.e., plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
Required Step	A workflow step can automatically populate in the workflow details for the particular record (i.e., plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
Zone Mapping	The zone(s) automatically populate on the "Zones" tab of the record (i.e., plan, permit, code case, etc.).

10.1.4 "Automation Events"

10.1.4.1 "Intelligent Objects (IO)"

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts, and other notifications.

10.1.4.2 "Intelligent Automation Agents (IAA)"

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the Enterprise Permitting & Licensing system looking for IAA tasks that need to be run, then the associated actions are performed. The IAA does not generate alerts or errors. Custom SQL queries are not Tyler deliverables.

10.1.5 "Enterprise Permitting & Licensing SDK/API (Toolkits)"

- APIs developed by Tyler Technologies for extending the Enterprise Permitting & Licensing Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The Enterprise Permitting & Licensing toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit/API does not imply any development related services from Tyler Technologies. The City of Faribault is responsible for working with their IT staff and VARs to develop any necessary applications and integrations except as otherwise noted in the Investment Summary or for any "in-scope" integrations.

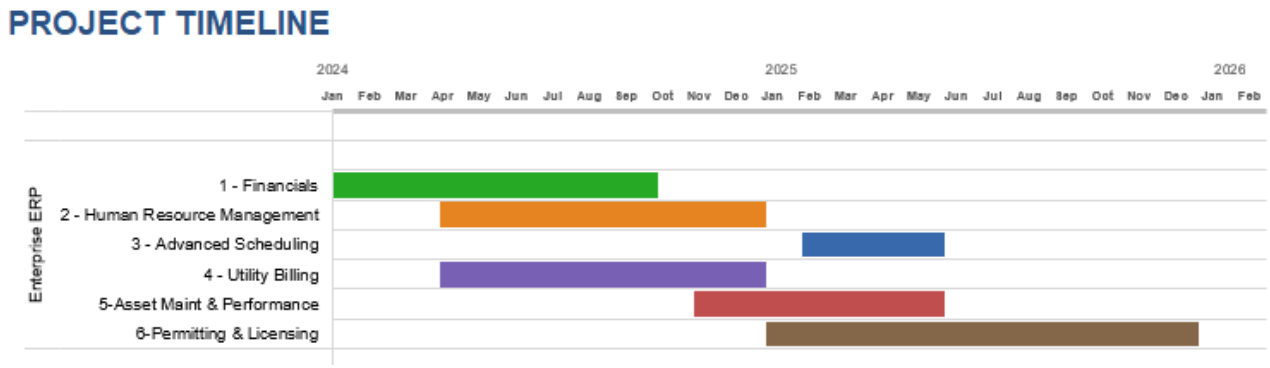
10.2 Intentionally left blank.

11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.



Phase	Functional Areas	Modules	Start Date	Go-Live Date
1	**Financials**	• Accounting • Accounts Payable • Accounts Receivable • ACFR Statement Builder • Budgeting • Cash Management • Cashiering • Contract Management • eProcurement (Vendor Access & Punch-Out) • Inventory • General Billing • Project & Grant Accounting • Purchasing	January 2024 (or as defined in the Project Plan and mutually agreed upon; Phase 1 starts 30-45 days after contract is fully executed)	Oct 2024 (or as defined in the Project Plan and mutually agreed upon)
	System Wide & Integrations	• Enterprise Analytics & Reporting with Executive Insights • Enterprise Forms Processing Software (including Common Form Set) • Content Manager Core • Payments (EERP, Permitting & Licensing, Utility)		

Phase	Functional Areas	Modules	Start Date	Go-Live Date
2	**Human Resource Management**	• Payroll with Employee Access • Human Resources & Talent Management • Recruiting • Employee Expense Reimbursement • Time & Attendance with Mobile Access	April 2024 (or as defined in the Project Plan and mutually agreed upon; Phase 1 starts 30-45 days after contract is fully executed)	January 2025 (or as defined in the Project Plan and mutually agreed upon)
3	**Advanced Scheduling**	• Advanced Scheduling with Mobile Access	February 2025 (or as defined in the Project Plan and mutually agreed upon; Phase 1 starts 30-45 days after contract is fully executed)	June 2025 (or as defined in the Project Plan and mutually agreed upon)
4	**Utility Billing**	• Resident Access • Utility Billing CIS including Graphing Agent • Utility Billing Meter Interface • Enterprise Service Requests • Notify • GIS	April 2024 (or as defined in the Project Plan and mutually agreed upon; Phase 1 starts 30-45 days after contract is fully executed)	January 2025 (or as defined in the Project Plan and mutually agreed upon)
5	**Asset Maintenance**	• Asset Maintenance & Performance • Internal Requests License	November 2024 (or as defined in the Project Plan and mutually agreed upon; Phase 1 starts 30-45 days after contract is fully executed)	June 2025 (or as defined in the Project Plan and mutually agreed upon)
6	**Permitting & Licensing**	• Business Management Suite • Civic Access – Business Management • Civic Access – Community Development • Community Development Suite • e-Reviews • Enterprise Permitting & Licensing	January 2025 (or as defined in the Project Plan and mutually agreed upon; Phase 1 starts 30-45 days	January 2026 (or as defined in the Project Plan and mutually agreed upon)

Phase	Functional Areas	Modules	Start Date	Go-Live Date
		Advanced Automation Bundle • Enterprise Permitting & Licensing Core Foundation Buncle • Enterprise Permitting & Licensing Mobile • Report toolkit	after contract is fully executed)	

11.2 Intentionally left blank.

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	John Sherwin, Chief of Police
MEETING DATE:	December 26, 2023
SUBJECT:	Resolution 2023-248 Approve the Purchase of Squad Car Routers and Antennas for Police Utilizing Public Safety Aid Funds

Background:

During the 2023 Legislative session, the State of Minnesota allocated a one-time appropriation of $300 million for Public Safety Aid to counties, cities, towns, and tribal governments. The City of Faribault is scheduled to receive $1,063,259 in Public Safety Aid funding on December 26, 2023. A spending plan was developed and reviewed by the City Council during the October 17, 2023, Work Session.

Identified within the plan was the purchase of 11 Cradlepoint routers and antennas for Faribault Police Department squad cars. This purchase will upgrade all of our vehicles to 5G routers and meet anticipated technology demands for squad car Mobile Computer Terminal (MCT) functionality for the next 6 years.

The total cost associated with the routers and antennas is: $33,029.70

Recommendation:

Approve Resolution 2023-248

Attachments:

1. Resolution 2023-248 Approve the Purchase of Squad Car Routers and Antennas for Police Utilizing Public Safety Aid Funds
2. SHI Quote-24264541

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-248

APPROVE THE PURCHASE OF SQUAD CAR ROUTERS AND ANTENNAS FOR POLICE UTILIZING PUBLIC SAFETY AID FUNDS

WHEREAS, the Faribault Police must respond to calls for service and emergency incidents within the city at all times; and

WHEREAS, critical information concerning calls for service is distributed and shared by Dispatch with officers through their squad car Mobile Computer Terminals (MCTs); and

WHEREAS, additional squad car functionality such as camera systems, license plate readers, and connections to state and federal databases are connected through an internal squad car router; and

WHEREAS, existing routers are 6 years old and due for an upgrade to the latest 5G technology; and

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council hereby authorizes the Police Department to purchase new routers and associated antennas with Public Safety Aid funds distributed to the City.

Date Adopted: December 26, 2023

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

Pricing Proposal
Quotation #: 24264541
Created On: 12/8/2023
Valid Until: 12/29/2023

MN-City of Faribault

John Sherwin
25 NW 4th Street
Faribault, MN 55021
United States
Phone: 507-334-0920
Fax:
Email: jsherwin@ci.faribault.mn.us

Inside Account Executive

Joseph Ratner
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-564-8504
Fax:
Email: joey_ratner@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	6-yr NetCloud Mobile Performance Essentials Plan, Advanced Plan, and R1900 router with WiFi (5G modem), no AC power supply or antennas, Global Cradlepoint - Part#: MBA6-19005GB-GA Contract Name: Open Market Contract #: Open Market **Note:** trade up program	11	$2,656.00	$29,216.00
2	SIM Insertion Cradlepoint - Part#: DINSERTSIM Contract Name: Open Market Contract #: Open Market	11	$0.00	$0.00
3	SIM, Verizon 2FF can be activated on Verizon Retail or VPP account Cradlepoint - Part#: DFILLSIM2FF-VZ Contract Name: Open Market Contract #: Open Market	1	$0.00	$0.00
4	Panorama MAKO 5G - Antenna - dome - navigation, cellular - 9 dBi - omni-directional - panel mountable Panorama Antennas - Part#: LGMM4B-6-60 Contract Name: Open Market Contract #: Open Market **Note:** Hardware, In Stock (200+), ETA: 3-5 Business Days	11	$240.00	$2,640.00
5	1M CS32 CABLE ASSYSMAM-SMAF -5GA Panorama Antennas - Part#: C32SP-1SJ-5GA Contract Name: Open Market Contract #: Open Market **Note:** Hardware, Out of Stock, ETA: 3 Weeks	11	$20.50	$225.50
6	1M CS32 CABLE ASSYSMAM-SMAF -5GB Panorama Antennas - Part#: C32SP-1SJ-5GB Contract Name: Open Market Contract #: Open Market **Note:** Hardware, Out of Stock, ETA: Pending Distributor	11	$20.50	$225.50

7	1M CS32 CABLE ASSYSMAM-SMAF -5GC Panorama Antennas - Part#: C32SP-1SJ-5GC Contract Name: Open Market Contract #: Open Market **Note:** Hardware, Out of Stock, ETA: Pending Distributor	11	$20.50	$225.50
8	1M CS32 CABLE ASSYSMAM-SMAF -5GD Panorama Antennas - Part#: C32SP-1SJ-5GD Contract Name: Open Market Contract #: Open Market **Note:** Hardware, Out of Stock, ETA: Pending Distributor	11	$20.50	$225.50
9	FME(M)-SMA(M) 5M CS9 FR- GNSS LABELS Panorama Antennas - Part#: C29FR-FP-5SP-GNSS Contract Name: Open Market Contract #: Open Market **Note:** Hardware, Out of Stock, ETA: 3 Weeks	11	$24.70	$271.70
			Subtotal	$33,029.70
			Total	$33,029.70

Additional Comments

Cradlepoint DOES NOT accept returns. Customers need to work with Cradlepoint directly for any exchanges: RMA@Cradlepoint.com ”

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at SHI Online Customer Resale Terms and Conditions.

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, City Clerk
MEETING DATE:	December 26, 2023
SUBJECT:	Approve LG220 Application for Exempt Permit for Catholic United Financial Council 13SS Lawrence/Anne

---

Background:

City Staff received an LG220 Application for Exempt Permit from Catholic United Financial Council 13SS Lawrence/Anne for an event on April 13, 2024, at 105 3rd Ave SW. If approved, Staff will send the application to the Gambling Control Board for review and final approval.

Recommendation:

Approve LG220 Application

Attachments:

1. LG220 Application for Exempt Permit

LG220 Application for Exempt Permit

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 13SS Lawrence/Anne

Previous Gambling Permit Number: X[redacted]

Minnesota Tax ID Number, if any:

Federal Employer ID Number (FEIN), if any:

Mailing Address: [redacted]

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): lmoon@bacards.org

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 Academy

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): April 13, 2024

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, City Clerk
MEETING DATE:	December 26, 2023
SUBJECT:	Approve Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License for Bethlehem Academy

---

Background:

Staff received an Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License for Bethlehem Academy for an event on April 14, 2024, at 105 3rd Ave SW. A background check has been completed by the Faribault Police Department. If approved, Staff will send the approved application to Alcohol and Gambling Enforcement for review and approval.

Recommendation:

Approve Temporary Liquor License

Attachments:

1. 1-4 Day Application - Bethlehem Academy

City Of Faribault

APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE/
APPLICATION AND PERMIT FOR A 1 DAY TEMPORARY CONSUMPTION AND DISPLAY PERMIT

APPLICANT INFORMATION	
Applicant Name: Lisa Moon	Today's Date: 12/8/2023

ORGANIZATION INFORMATION			
■ Temp. On-Sale License (1-4 Day)	☐ Club	■ Religious	☐ Other non-profit
☐ Temp. Consumption and Display (1 Day)	☐ Charitable	☐ Small Brewer	☐ Microdistillery

Name of Organization: Bethlehem Academy			
Organization Address: 105 3rd Ave SW	City: Faribault	State: MN	Zip: 55021
Organization Phone: 507-334-3948	Email Address: lmoon@bacards.org		

EVENT INFORMATION
Event Location/Address: 105 3rd Ave SW
Event Date: 4/13/2024

APPLICANT SIGNATURE

By signing this application, I hereby certify the information provided in this application is complete and correct to the best of my knowledge, and hereby agree to the release of this information to law enforcement for a criminal background check.

Failure to provide truthful and complete information as requested in this application and/or failure to pay the required fee at the time of application is submitted, will result in denying of a license.

Lisa Moon — 12/8/2023

Signature of Applicant — Date

REPORT ON APPLICANT OR APPLICANTS BY POLICE DEPARTMENT

This is to certify, to the best of my knowledge, the applicant has not been convicted within the past 5 years of any violation of the laws of the State of Minnesota, or Municipal Ordinances relating to the sale of beer or liquor except hereinafter noted.

12/20/23

Signature of Police Chief — Date

LICENSING DEPARTMENT (OFFICE USE ONLY)

Date Received/Paid: _____ Council Action Date: _____

☐Approved ☐Denied

If Denied, Reason:

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Delane James, Library Services Director
MEETING DATE:	December 26, 2023
SUBJECT:	Approve Quote for Library Exterior Clean, Seal and Repair

---

Background:
In the 2023 Capital Improvement Plan, $50,000 was budgeted to clean, seal and repair the exterior of the library. The following quotes were received from 3 contractors that perform this work:

Restoration Services, Inc.	$44,800
O'Leary Restoration Inc.	$59,700
Innovative Masonry Restoration LLC	$164,000

This project is funded through Public Facilities Fund 437.

Recommendation:
Approve Quote from Restoration Services, Inc. for Library Exterior Clean, Seal and Repair.

Attachments:
1. Library Exterior Clean, Seal and Repair CIP page
2. Library Exterior Clean, Seal and Repair Quotes

Project #	LIB F 23-01
Project Name	Library Exterior Clean, Seal and Repair
Capital Asset #	
Unit #	

Department	Library
Contact	Library Director
Type	Building
Useful Life	20 years
Category	Facilities
Priority	1 High

Description

Continue the work started in 2022 on the exterior of the library with a focus on cleaning and sealing the stone of the entire historic part of the building. Mortar joints and stone repair may also be included in this project.

Justification

Preserve and protect exterior of historic building.

Expenditures	2023	2024	2025	2026	2027	Total
Facility Maintenance	50,000					50,000
Total	**50,000**					**50,000**

Funding Sources	2023	2024	2025	2026	2027	Total
Public Facilities Fund (437)	50,000					50,000
Total	**50,000**					**50,000**

Project #	LIB F 24-01
Project Name	Replacement - Library Lower Level Storm Windows
Capital Asset #	
Unit #	

Department	Library
Contact	Library Director
Type	Building
Useful Life	20 years
Category	Facilities
Priority	1 High

Description

Replace lower level wood-framed exterior storm windows with energy efficient product.

Justification

Maintain beauty and integrity of historic building.

Expenditures	2023	2024	2025	2026	2027	Total
Facility Maintenance		40,000				40,000
Total		**40,000**				**40,000**

Funding Sources	2023	2024	2025	2026	2027	Total
Public Facilities Fund (437)		40,000				40,000
Total		**40,000**				**40,000**

Rick Thomas

612.916.0808
rickthomas44@msn.com
restorationservicesinc.com
P.O. Box 882
Faribault, MN
December 20, 2023

Dear Dave/Delane,

Attached is our quote for the work outlined in the request for proposals.

I would like to share some ideas on a product we use to eliminate mold growth and have done some additional research on how it applies to the limestone on the library should you be interested in exploring that option.

We appreciate the opportunity to be of service,

Sincerely,

Rick Thomas
President

BUCKHAM MEMORIAL LIBRARY EXTEIOR LIMESTONE RENOVATION PROJECTS

QUOTE FORM - LABOR AND MATERIALS

TO: Delane James – Buckham Library Director

TO PROJECT QUOTE FIRMS:

The contractor developing and submitting the following total quote, in compliance with the Advertisement for Quotes dated December 8, 2023 for exterior stone maintenance on portions of Buckham Library, having examined the project site for the proposed work, and therefore being familiar with all of the conditions involved with the proposed project, including the availability of all materials and labor to accomplish the work, in accordance with the Quote Documents and abbreviated Project Specifications, at prices listed below. These prices are to cover all expenses incurred in the performance of the work necessary under the Contract Documents and Project Specifications for the work proposed by the contractor providing the quote. The provider confirms that they have visited the site and are familiar with all site conditions.

This quote is to be accompanied by a cashier's check, certified check or bid bond for not less than five percent of the amount of the quote payable to the City of Faribault.

In submitting this quote, it is understood that the right is reserved by the Owner to retain the quotes of the three lowest contractors for a period not to exceed twenty (20) days after the date and time set for the opening of quotes and that it is agreed that this quote may not be withdrawn for a period of twenty (20) days after date of filing same. It is also understood that the City reserves the right to accept or reject any and all quotes and to waive any informalities or irregularities in the process.

All addenda shall become a part of the quote and the work and are submitted with the quote.

The undersigned agrees to furnish and pay for all labor, materials, equipment and appliances required by the aforementioned documents, for the category of work indicated below for the Base Stipulated Sum and warranty this work for a minimum period of twenty-four (24) months after the date of Substantial Completion of the work.

This project will be completed in the 2024 construction year.

The contractor acknowledges receipt of the following numbered addenda 0
and has incorporated the requirements of the addenda in the proposal.

Minimum Scope of Current Quoted Work for Buckham Library Exteriors

1. Cutting and Tuckpointing of 160 Lineal Feet of mortar joints per photos.
   Add per additional Lineal foot $ 10.50 /Ft.

2. Limestone Repair:
   a. Remove and reset four displaced stones at NW corner
      Add per additional reset stone $ 760. / Each.

   b. Limestone patching of units as observed
      Add per stone as discovered in close inspection $ 195 /Each.

   c. Cleaning and sealing interior of Tower.

   d. Small Limestone patches (Includes 4 saw cuts from previous work)
      Based on photos and on-site observation

   f. Limestone Sealant Removal and Replacement
      at copings.

3. a. Limestone to Limestone Sealant:

   b. Limestone to Frames Sealant: (at included doors and windows)

4. Clean & Seal Exterior Limestone

TOTAL BASE QUOTE FOR LIBRARY

$ 44,800

Base Quote for North Façade and Tower Exterior Restoration and Maintenance for the Buckham Library as specified: Include: Items 1,2,3 & 4 for Buckham Library

Forty four thousand eight hundred Dollars ($ 44,800)

Percentage Markup for Overhead and Profit for Change Orders: 13 %

Anticipated Number of Calendar Days to Library Project Completion: 21
Assumes a Spring 2024 Project Start.

Voluntary
Alternates: Library

+/-$ 6,000. DELETE SEALANTS

+/-$ 895.00 REPAINT MAIN DOOR & LOWER WINDOWS

The Alternates will not be used in the determination of the low quote and award.

Respectfully Submitted:

Firm Name: RESTORATION SERVICES, INC.

By: [signature]

Title: PRESIDENT

Date: 12/20/23

Address: P.O. BOX 882
FAIRBAULT, MN 55021

Email: RICHTHOMAS24@MSN.COM

BUCKHAM MEMORIAL LIBRARY EXTEIOR LIMESTONE RENOVATION PROJECTS

QUOTE FORM - LABOR AND MATERIALS

TO: Delane James – Buckham Library Director

TO PROJECT QUOTE FIRMS:

The contractor developing and submitting the following total quote, in compliance with the Advertisement for Quotes dated December 8, 2023 for exterior stone maintenance on portions of Buckham Library, having examined the project site for the proposed work, and therefore being familiar with all of the conditions involved with the proposed project, including the availability of all materials and labor to accomplish the work, in accordance with the Quote Documents and abbreviated Project Specifications, at prices listed below. These prices are to cover all expenses incurred in the performance of the work necessary under the Contract Documents and Project Specifications for the work proposed by the contractor providing the quote. The provider confirms that they have visited the site and are familiar with all site conditions.

This quote is to be accompanied by a cashier's check, certified check or bid bond for not less than five percent of the amount of the quote payable to the City of Faribault.

In submitting this quote, it is understood that the right is reserved by the Owner to retain the quotes of the three lowest contractors for a period not to exceed twenty (20) days after the date and time set for the opening of quotes and that it is agreed that this quote may not be withdrawn for a period of twenty (20) days after date of filing same. It is also understood that the City reserves the right to accept or reject any and all quotes and to waive any informalities or irregularities in the process.

All addenda shall become a part of the quote and the work and are submitted with the quote.

The undersigned agrees to furnish and pay for all labor, materials, equipment and appliances required by the aforementioned documents, for the category of work indicated below for the Base Stipulated Sum and warranty this work for a minimum period of twenty-four (24) months after the date of Substantial Completion of the work.

This project will be completed in the 2024 construction year.

The contractor acknowledges receipt of the following numbered addenda 1
and has incorporated the requirements of the addenda in the proposal.

Minimum Scope of Current Quoted Work for Buckham Library Exteriors

1. Cutting and Tuckpointing of 160 Lineal Feet of mortar joints per photos.
   Add per additional Lineal foot $ 10 /Ft.

2. Limestone Repair:
   a. Remove and reset four displaced stones at NW corner
      Add per additional reset stone $ 550 / Each.

   b. Limestone patching of units as observed
      Add per stone as discovered in close inspection $ 350 /Each.

   c. Cleaning and sealing interior of Tower.

   d. Small Limestone patches (Includes 4 saw cuts from previous work)
      Based on photos and on-site observation

   f. Limestone Sealant Removal and Replacement
      at copings.

3. a. Limestone to Limestone Sealant:

   b. Limestone to Frames Sealant: (at included doors and windows)

4. Clean & Seal Exterior Limestone

TOTAL BASE QUOTE FOR LIBRARY

$ 59,700.00

BUCKHAM LIBRARY STONE RENOVATION:
NORTH FAÇADE AND TOWER

Project No. 23-003

Base Quote for North Façade and Tower Exterior Restoration and Maintenance for the Buckham Library as specified: Include: Items 1,2,3 & 4 for Buckham Library

fifty nine thousand seven hundred Dollars ($ 59,700.00

Percentage Markup for Overhead and Profit for Change Orders: 20 %

Anticipated Number of Calendar Days to Library Project Completion: 50
Assumes a Spring 2024 Project Start.

Voluntary
Alternates: Library +/-$_____

+/-$_____

The Alternates will not be used in the determination of the low quote and award.

Respectfully Submitted:

Firm Name: O'Leary Restoration Inc.

By: Dan O'Leary 12-18-23

Title: President

Date: 12-18-2023

Address: 1121 Peterson Dr
Northfield, MN 55057

Email: danolearyinc.com

BUCKHAM MEMORIAL LIBRARY EXTEIOR LIMESTONE RENOVATION PROJECTS

QUOTE FORM - LABOR AND MATERIALS

TO: Delane James – Buckham Library Director

TO PROJECT QUOTE FIRMS:

The contractor developing and submitting the following total quote, in compliance with the Advertisement for Quotes dated December 8, 2023 for exterior stone maintenance on portions of Buckham Library, having examined the project site for the proposed work, and therefore being familiar with all of the conditions involved with the proposed project, including the availability of all materials and labor to accomplish the work, in accordance with the Quote Documents and abbreviated Project Specifications, at prices listed below. These prices are to cover all expenses incurred in the performance of the work necessary under the Contract Documents and Project Specifications for the work proposed by the contractor providing the quote. The provider confirms that they have visited the site and are familiar with all site conditions.

This quote is to be accompanied by a cashier's check, certified check or bid bond for not less than five percent of the amount of the quote payable to the City of Faribault.

In submitting this quote, it is understood that the right is reserved by the Owner to retain the quotes of the three lowest contractors for a period not to exceed twenty (20) days after the date and time set for the opening of quotes and that it is agreed that this quote may not be withdrawn for a period of twenty (20) days after date of filing same. It is also understood that the City reserves the right to accept or reject any and all quotes and to waive any informalities or irregularities in the process.

All addenda shall become a part of the quote and the work and are submitted with the quote.

The undersigned agrees to furnish and pay for all labor, materials, equipment and appliances required by the aforementioned documents, for the category of work indicated below for the Base Stipulated Sum and warranty this work for a minimum period of twenty-four (24) months after the date of Substantial Completion of the work.

This project will be completed in the 2024 construction year.

The contractor acknowledges receipt of the following numbered addenda and has incorporated the requirements of the addenda in the proposal. Dec. 15, 2023 : Quote submission date and time changed to Dec. 20, 2023 at 3:00 PM CST

Minimum Scope of Current Quoted Work for Buckham Library Exteriors

1. Cutting and Tuckpointing of 160 Lineal Feet of mortar joints per photos.
   Add per additional Lineal foot $ 10.- /Ft.

2. Limestone Repair:
   a. Remove and reset four displaced stones at NW corner
      Add per additional reset stone $ 750.- / Each.

   b. Limestone patching of units as observed
      Add per stone as discovered in close inspection $ 370.- /Each.

   c. Cleaning and sealing interior of Tower.

   d. Small Limestone patches (Includes 4 saw cuts from previous work)
      Based on photos and on-site observation

   f. Limestone Sealant Removal and Replacement
      at copings.

3. a. Limestone to Limestone Sealant:

   b. Limestone to Frames Sealant: (at included doors and windows)

4. Clean & Seal Exterior Limestone

TOTAL BASE QUOTE FOR LIBRARY

$ 164,000.-

Base Quote for North Façade and Tower Exterior Restoration and Maintenance for the Buckham Library as specified: Include: Items 1,2,3 & 4 for Buckham Library

ONE HUNDRED SIXTY FOUR THOUSAND & 00/100 Dollars ($164,000.—)

Percentage Markup for Overhead and Profit for Change Orders: 23.75 %

Anticipated Number of Calendar Days to Library Project Completion: 105
Assumes a Spring 2024 Project Start.

Voluntary
Alternates: Library +/-$ None

+/-$ None

The Alternates will not be used in the determination of the low quote and award.

Respectfully Submitted: Firm Name: Innovative Masonry Restoration LLC

By: Jim Dolby

Title: Principal

Date: 12/20/23

Address: 16264 Lakeside Ave SE

Prior Lake, MN 55372

Email: jim@imrestoration.com

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	John Sherwin, Chief of Police
MEETING DATE:	December 26, 2023
SUBJECT:	Approve the Purchase of Camera Routers with BJA Grant Funds

---

Background:

During the October 10, 2023, Council Meeting, Resolution #2023-187 was adopted authorizing the Faribualt Police Department to accept a grant award from the Bureau of Justice Assistance (BJA) Rural and Small Department Violent Crime Reduction Program. As part of the grant application and subsequent award, public safety camera installation was identified as technology to be purchased by the Police Department to help reduce violent crime. The identified cameras require an internet connection, which will be achieved with the purchase of 5G Cradlepoint routers and associated antennas (13).

The attached quote from SHI covers the cost of routers and antennas for the duration of the grant. The total cost to be paid with BJA funds is $42,892.20.

Recommendation:

Approve Purchase of Camera Routers with BJA Grant Funds

Attachments:

1. SHI Quote-13 Cradlepoint Routers and Antennas

Pricing Proposal
Quotation #: 24264013
Created On: 12/8/2023
Valid Until: 12/29/2023

MN-City of Faribault

John Sherwin
25 NW 4th Street
Faribault, MN 55021
United States
Phone: 507-334-0920
Fax:
Email: jsherwin@ci.faribault.mn.us

Inside Account Executive

Joseph Ratner
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-564-8504
Fax:
Email: joey_ratner@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	6-yr NetCloud Mobile Performance Essentials Plan, Advanced Plan, and R1900 router with WiFi (5G modem), no AC power supply or antennas, Global Cradlepoint - Part#: MBA6-19005GB-GA Contract Name: Open Market Contract #: Open Market **Note:** trade up program	13	$2,656.00	$34,528.00
2	R1900 Managed Accessory - PoE Switch Cradlepoint - Part#: MB-RX30-POE Contract Name: Open Market Contract #: Open Market	13	$204.80	$2,662.40
3	Line Cord, US (C8), 1.8M, used with 170648-001 Cradlepoint - Part#: 170623-001 Contract Name: Open Market Contract #: Open Market	13	$8.90	$115.70
4	Cradlepoint - Power adapter - small, 2x3 - for Cradlepoint RX30-MC, RX30-POE; RX30 Series MB-RX30-MC, RX30-POE Cradlepoint - Part#: 170870-000 Contract Name: Open Market Contract #: Open Market **Note:** Hardware, Out of Stock, ETA: Pending Distribution	13	$83.00	$1,079.00
5	SIM Insertion Cradlepoint - Part#: DINSERTSIM Contract Name: Open Market Contract #: Open Market	13	$0.00	$0.00
6	SIM, Verizon 2FF can be activated on Verizon Retail or VPP account Cradlepoint - Part#: DFILLSIM2FF-VZ Contract Name: Open Market Contract #: Open Market	1	$0.00	$0.00
7	Panorama MAKO 5G - Antenna - dome - navigation, cellular - 9 dBi - omni-directional - panel mountable	13	$240.00	$3,120.00

	Panorama Antennas - Part#: LGMM4B-6-60 Contract Name: Open Market Contract #: Open Market **Note:** Hardware, In Stock (200+), ETA: 3-5 Business Days			
8	1M CS32 CABLE ASSYSMAM-SMAF -5GA Panorama Antennas - Part#: C32SP-1SJ-5GA Contract Name: Open Market Contract #: Open Market **Note:** Hardware, Out of Stock, ETA: 3 Weeks	13	$20.50	$266.50
9	1M CS32 CABLE ASSYSMAM-SMAF -5GB Panorama Antennas - Part#: C32SP-1SJ-5GB Contract Name: Open Market Contract #: Open Market **Note:** Hardware, Out of Stock, ETA: Pending Distributor	13	$20.50	$266.50
10	1M CS32 CABLE ASSYSMAM-SMAF -5GC Panorama Antennas - Part#: C32SP-1SJ-5GC Contract Name: Open Market Contract #: Open Market **Note:** Hardware, Out of Stock, ETA: Pending Distributor	13	$20.50	$266.50
11	1M CS32 CABLE ASSYSMAM-SMAF -5GD Panorama Antennas - Part#: C32SP-1SJ-5GD Contract Name: Open Market Contract #: Open Market **Note:** Hardware, Out of Stock, ETA: Pending Distributor	13	$20.50	$266.50
12	FME(M)-SMA(M) 5M CS9 FR- GNSS LABELS Panorama Antennas - Part#: C29FR-FP-5SP-GNSS Contract Name: Open Market Contract #: Open Market **Note:** Hardware, Out of Stock, ETA: 3 Weeks	13	$24.70	$321.10
			Subtotal	$42,892.20
			Total	$42,892.20

Additional Comments

Cradlepoint DOES NOT accept returns. Customers need to work with Cradlepoint directly for any exchanges: RMA@Cradlepoint.com ”

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at SHI Online Customer Resale Terms and Conditions.

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Travis Block, Public Works Director
MEETING DATE:	December 26, 2023
SUBJECT:	Approve Sanitary Sewer Main Repair at Water Reclamation Facility

---

Background:

On December 13, 2022, Council approved a quote for $20,500.00 from BCM Grading & Excavating, Faribault, MN to excavate and repair a siphon line at the Water Reclamation Facility (WRF). During the repair, field conditions were worse than anticipated at the time of providing the quote. Additional de-watering, labor and materials were required, resulting in a final price of $40,217.03. The repair is complete. The Sanitary Sewer Fund (602) will provide the funding.

Recommendation:

Approve Sanitary Sewer Repair at Water Reclamation Facility from BCM Grading & Excavating, Faribault, MN

Attachments:

1. BCM Invoice

BCM
GRADING – EXCAVATING

Invoice ID	**15419**
Invoice Date	09-19-2023
Customer ID	6445

******ORIGINAL INVOICE******

To:
City of Faribault
208 NW First Avenue
Faribault, MN 55021

Job Location:
WWTP Sanitary Sewer Repair
Faribault, MN 55021

Item	Description	Units	UOM	Price	Amount
1	Sanitary Sewer Repair	1.00		40,217.03	40,217.03

Amount Billed	$40,217.03
Total Tax	
Retainage Held	
AMOUNT DUE:	$40,217.03

DATE DUE: 10-09-2023

15760 Acorn Trail • P.O. Box 37 • Faribault, Minnesota 55021 • Phone: 507-333-1155 • Fax: 507-333-1170

Equal Opportunity Employer

Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: December 26, 2023
SUBJECT: Approve Hangar Rental Agreement Renewals

Background:
The City has received renewals for Hangar Rental Agreements for 2024. Lease terms are for one year and expire on December 31, 2024. The following renters have submitted a renewal of their Hangar Rental Agreement:

Hangar No.	Building	Name	City
620	2	Charles Mullen	Northfield
622	2	David Zlock	Lakeville
624	2	Dan Pichelman	Burnsville
626	2	Roger Southwick	Dundas
628	2	Karen Workman	Northfield
723	2	Paul Snyder	Faribault
725	2	Mark Juelfs	Faribault
727	2	Mark Carson	Northfield
729	2	Dana Watson	Elko
131	3	David Vierra	Chaska
133	3	Brad Maslonka	Prior Lake
135	3	Jay Schmidt	New Prague
136	3	Ownn & Myrna Mibus	Northfield
138	3	Terry & Luara Bartsch	Nerstrand
340	4	Bob Wander	Faribault
344	4	Michael Mowbray	Eden Prairie
348	4	Ron McLaughlin	Minneapolis
443	4	Brad Caldwell	Henderson
445	4	Paul & Ann Gates	Faribault
447	4	Robert Randall	Faribault
824	5	Ben Redman	Faribault
832	5	Randy Christel	Northfield
836	5	Curt Jones	Burnsville

840	5	Joseph Reeder	Northfield
921	5	David Black	Lakeville
925	5	Anthony Becker	Northfield
929	5	Timothy Passer/Jeremy Forslin	Faribault
933	5	Cross Country Soaring	Lonsdale
937	5	Paul Stanton	Bloomington

A sample agreement is attached.

Recommendation:
Approve 2024 Hangar Rental Agreement Renewals

Attachments:
1. Hangar Rental Agreement

HANGAR RENTAL AGREEMENT

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

This hangar rental agreement is made on: January 1, 2024

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

SECTION 1 – OCCUPANT

1.1 Occupant Name: Paul & Ann Gates

Occupant Address: 3672 120th Court West

Faribault, MN 55021

Phone: [redacted]

E-Mail: [redacted]

Aircraft Registration No. [redacted]

Referred to as the "Occupant" in this document.

1.2 Registered Aircraft Owner/Lessee. The occupant must be a registered aircraft owner or lessee. The occupant must provide the City with a copy of aircraft registration and/or aircraft lease. These documents must be on file with the City prior to occupying a hangar. The occupant must inform the City of any changes in their status as to ownership or lease of an aircraft. From time to time, the City may require occupants to provide copies of their most recent aircraft registration.

1.3 Grace Period for Providing Registration/Lease Documentation. An existing hangar occupant must retain a valid aircraft registration or lease document to maintain possession of the hangar. There is an automatic sixty-day grace period for existing occupants to provide current aircraft registration or lease documents to the City. The City may, at its option, grant an additional sixty-day grace period to an existing occupant, if an existing occupant makes a written request and the City approves the request.

SECTION 2 – HANGAR

2.1 Hangar. This agreement is for Hangar # 445, in Building #4 as identified on the map maintained by the City of Faribault Public Works Department.

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

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

2.3 Hangar Door to be Closed. The occupant is responsible for ensuring the hangar door is closed at all times, except when entering or exiting the hangar. The occupant is responsible for, and holds the City harmless from, any damage or destruction to the door or to the hangar attributable to or caused wholly or partly by the occupant's failure to comply with this provision.

2.4 Condition of the Hangar. The occupant accepts the hangar in the condition existing on the date of this agreement. The City has no obligation to make any alteration, addition or improvement to the hangar.

2.5 Maintenance of the Hangar. The occupant, at occupant's own expense, must maintain the hangar in a safe, non-hazardous, neat, clean, and sanitary condition. No explosive, flammable or hazardous materials shall be stored in the leased hangar, provided, however, that materials incidental to the use and maintenance of the aircraft stored in the hangar may be kept in the hangar in such amounts as are reasonable for the above described purposes. Storage and use of such materials shall, at all times, comply with all federal, state and local laws, ordinances and regulations. Improper handling or disposal of hazardous materials shall be grounds for termination of this agreement.

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

The occupant is to report any maintenance concerns to the Airport Manager/FBO. If the manager is not available, occupant is to contact: Public Works Department, City of Faribault, 1200 Belview Trail, Faribault, MN 55021, (507) 333-0361, or to another address or telephone number as may be assigned to the responsible department of the City.

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

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

SECTION 3 – PAYMENTS, OTHER OCCUPANT RESPONSIBILITIES

3.1 Term. This agreement takes effect on the date hereof, and expires on December 31, 2024. This agreement will automatically renew on a month by month basis, beginning on the first day of month following the expiration date of this agreement, or on other date as described in this agreement. The agreement automatically renews for an unlimited number of additional one-month terms until the agreement is terminated for any of the reasons described in the termination section of this agreement. An additional monthly fee (as provided for in the City's adopted fee schedule) will be assessed after the expiration of this agreement, and until a new agreement is signed.

3.2 Payments. The occupant must pay the amount identified in the City's fee schedule to the City on or before the first day of each month. The City Council reviews, revises and adopts the fee schedule annually. So long as payments are received in a timely manner, this agreement will remain in effect. Payments are to be made at the time and place indicated on the monthly billing. Correspondence can be sent to: Public Works Department, City of Faribault, 208 NW 1st Ave, Faribault, MN 55021, and (507) 333-0361. Occupants are responsible for informing the City of any changes in billing address.

3.3 Utilities. No utilities may be connected to a hangar, other than electricity provided by the City, unless prior written consent is received from the City. In the case of additional permitted utilities, the occupant is responsible for promptly paying all charges for using utilities. Utilities include, but are not limited to: water, gas, electricity, telephone, rubbish removal, or any other utility used or consumed in connection with or in the hangar during the term of this agreement. The occupant must be able to, within a reasonable time after a request by the City, provide proof of utility payments to the City.

3.4 Taxes. Should a determination be made that the interest of the occupant in this agreement is taxable in any way, and should any tax be levied, the occupant is responsible for promptly paying the tax when due. The occupant must be able to, within a reasonable time after a request by the City, provide proof of tax payments to the City.

3.5 Mortgages; Assignment. The occupant cannot mortgage, encumber, assign as security, transfer, assign, or sublet their interest in this agreement, in whole or in part, without receiving prior written consent from the City. Violations of this provision will terminate this agreement.

SECTION 4 – CITY OF FARIBAULT RIGHTS, RESPONSIBILITIES

4.1 Inspection. The occupant must allow the City access to the hangar, for the purpose of conducting inspections of the hangar to determine whether the occupant is complying with the provisions of this agreement. The occupant may be a party to the compliance inspection; however, the City is not required to notify the occupant nor make any accommodation to the occupant before conducting compliance inspections.

4.2 Maintenance. The occupant must allow the City access to the hangar, for the purpose of conducting maintenance on the hangar. The occupant may be a party to access for maintenance purposes; however, the City is not required to notify the occupant of its intent to conduct maintenance.

4.3 Access to Aircraft. The City of Faribault will not operate, move, or otherwise change the position of any aircraft. The Fixed Base Operator, or occupant will be contacted to operate, move, or otherwise change the position of any aircraft, if such action is necessary for inspection or maintenance in a hangar. During periods of maintenance and/or inspection of hangars, should the aircraft need to be tied down on the apron, any fees that are or may be in place will be waived.

4.4 Residential Through the Fence Access. The City of Faribault will not permit or enter into any arrangements that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport.

SECTION 5 – TERMINATION PROVISIONS

5.1 Termination. Either party to this agreement may, at any time and for any reason, terminate this agreement upon thirty days advance written notice to the other party. Billing for final payment will include the last full month (including periods of more than fifteen days).

5.2 Default. In the event the occupant defaults in the performance of any provisions of this agreement and the default continues for a period of twenty days after service of written notice of the default by the City on the occupant, the City may repossess the hangar or any portion of it with or without terminating this agreement. Any such action by the City is done without prejudice to any other remedy for any payments due the City or other breach of agreement provision. In the case of default by the occupant, the City may, at its option, terminate this agreement by giving written notice of the termination. The rights and remedies given to the City are deemed to be cumulative, and the exercise of one cannot be deemed to be an election by the City to exclude the exercise of any other right or remedy at a different time.

5.3 Destruction. In the event the hangar is destroyed by any cause, whether natural or man-made, or is rendered unusable for any reason (as determined by the City), this agreement immediately and without further action terminates. In such an event, the occupant is to surrender possession of the hangar to the City. The City is to refund any amounts paid by the occupant as consideration, for the month in which such destruction occurs. The

refund is to be equal to the proportion of the number of days in the month following the destruction to the number of days in the month.

5.4 Notice of Vacation. Prior to vacating the hangar for any reason, the occupant is to deliver to the City a notice of their intent to vacate the hangar. The occupant understands and agrees that up to five days before vacating the hangar and up to three days after vacating the hangar, the City may conduct vacation inspections to determine whether the occupant has complied with the provisions of this agreement. The occupant may be a party to the vacation inspection; however, the City is not required to make unreasonable accommodations in order to allow the occupant to be present at vacation inspections.

5.5 Removal of Items. The occupant cannot, under any circumstances, remove any property belonging to the City, including fixtures attached to and made part of the hangar, from the hangar.

5.6 Surrender of Possession. The occupant must peaceably vacate and quietly yield and surrender the hangar upon termination of this agreement. The occupant must surrender the hangar to the City in as good condition and repair as existed the date the occupant began using the hangar, with reasonable wear and tear excepted. Keys issued, as well as any copies that may have been made, must be given to the City upon termination.

SECTION 6 – OTHER PROVISIONS

6.1 Liability provisions; Indemnification; Insurance:

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

The occupant shall obtain and keep current a liability insurance policy in at least the sum of $1,500,000 (aggregate, $500,000 each person) coverage. The occupant shall during the term of this agreement adequately insure against any loss or damage to the hangar premise in the amount required by the City in its sole discretion. The occupant's policy shall include the City as an additional insured, shall be in a form acceptable to the City

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

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

6.2 Transferring, subletting, selling: The occupant shall not assign, transfer, sublet or sell any interest in this agreement or in the improvements located on the property. Upon termination of this agreement by either party under the provisions of this agreement, the hangar will be made available for rent to interested parties on the waiting list maintained by the Airport Manager. No exceptions to this provision shall be permitted without prior written consent of the City. Failure to obtain prior written consent before assigning, subletting, or selling any interest in this agreement or in the improvements located on this property shall be sufficient grounds for terminating this agreement without obligation of the City to the occupant.

6.3 Use of Airport Facilities. The occupant has the privilege of using the public portions of the airport. Use of the airport is under the rules and conditions as now exist or may be enacted in the future by the City, the State of Minnesota, or the United State government. The occupant is subject to customary charges for such use as may be established from time to time by the City.

6.4 Compliance with Laws. The occupant agrees to abide by and conform to all laws, rules, and regulations, including future amendments, controlling or affecting the use or occupancy of the hangar.

6.5 Discrimination. The occupant, in the use of the Faribault Municipal Airport or any facilities, including the hangar, at the Airport, shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color or national origin or in any manner prohibited by Part 21 of the Regulations of the Office of the United States Secretary of Transportation. The occupant further agrees to comply with any requirement made to enforce such regulation which may demanded of the City by the United States government under authority of said Part 21.

6.6 Civil Rights: Occupant agrees that it will comply with applicable laws, statutes and rules that are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates occupant or its transferee for the period during which federal assistance is extended to the airport, except where federal assistance is to provide, or is in form of personal property or real

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

6.7 General Provisions:

a. Airport Access

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

b. Waiver

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

c. Headings

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

d. Entire Agreement; Amendments

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

e. Severability

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

f. Choice of Law and Venue

This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this agreement shall be heard in the state or federal courts of Minnesota, and all

parties to this agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

g. Public Data

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

h. Commitments to Federal and State Agencies

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

i. Successors

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

j. Relationship of Parties

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

k. Multiple Parties

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

l. Consent and Approvals

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

m. Notice

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

If to the City: City of Faribault
Department of Public Works
1200 Belview Trail
Faribault, MN 55021

If to the occupant: Paul & Ann Gates
3672 120th Court West
Faribault, MN 55021

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

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

The term of this agreement begins on the date indicated: January 1, 2024

CITY OF FARIBAULT:

Dated: _____ By: _____
Kevin F. Voracek, Mayor

Attest: _____
Timothy C. Murray, City Administrator

OCCUPANT:

Dated: 30 Nov 23 By: _____
Occupant

SJR-227695v3
FA105-24

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Travis Block, Public Works Director
MEETING DATE:	December 26, 2023
SUBJECT:	Accept Biomass Grinding Quote

Background:

Options to remove the brush pile at the yard waste site were reviewed at the December 19, 2023, Council Work Session. The Council directed staff to proceed with a quote from Dakota Wood Grinding Inc, Rosemount, MN to grind and haul the pile. Using unit pricing and mobilization and based on the estimated volume of 10,000 cubic yards of material, the cost is $42,200.00. The City has a positive long-term relationship with this vendor and their services are an integral part of the operations of the yard waste site. The Sanitary Sewer Fund (602) will provide the funding.

Recommendation:

Accept Biomass Grinding Quote from Dakota Wood Grinding Inc., Rosemount, MN

Attachments:

1. Dakota Wood Grinding Quote

DAKOTA WOOD - GRINDING INC.
15627 CLAYTON AVE.
ROSEMOUNT, MN 55068
(612) 867-1282 johndakotawood@centurylink.net

Price Quote

City of Faribault
214 NE 14th Street
Faribault, MN 55021

Henry Morgan -WWTP
Phone 507-334-8696
hmorgan@ci.faribault.mn.us

Re: price quote for grinding tree and brush into mulch

1. **1050-HP Tub Grinder and Cat Loader -$3.75 per yard of grinded mulch (the trucks we use to haul the mulch hold 110 yards each)**
2. **Cat Loader to load trucks - $175.00 per hour**
3. **MOB charge for equipment one way – flat fee = $,500.00**

Thanks for the opportunity to quote you, any questions please feel free to contact me.

John Guillemette
President/Owner
Cell #612-867-1282
johndakotawood@centurylink.net

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Dustin Dienst, Director of Fire and Code Services
MEETING DATE:	December 26, 2023
SUBJECT:	Approve Purchase of Fire Apparatus

Background:

The City of Faribault is scheduled to receive $1,063,259 from the State of Minnesota for Public Safety Aid. A spending plan was developed and reviewed by the City Council at the October 17, 2023 work session. Identified in the plan was the purchase of a Fire Chief's vehicle. Quotes were received from Bliss Ford and Harry Brown's as follows:

Bliss Ford	$46,006
Harry Brown's	$46,553

Both of these vehicles fit the specifications that we are requiring.

Recommendation:

Approve Purchase of a 2024 Ford F-150 Truck from Bliss Ford for $46,006

Attachments:

1. Quote from Bliss Ford
2. Quote from Harry Brown's

Preview Order 1113 - W1L - 4x4 XL SuperCrew: Order Summary Time of Preview: 12/12/2023 13:48:36 Receipt: 11/13/2023

Dealership Name: R C Bliss, Inc. **Sales Code :** F58613

Dealer Rep.	JEFFREY BLISS	**Type**	Fleet	**Vehicle Line**	F-150	**Order Code**	1113
Customer Name	city of farib	**Priority Code**	B1	**Model Year**	2024	**Price Level**	415

DESCRIPTION	MSRP	INVOICE	DESCRIPTION	MSRP	INVOICE
F150 4X4 SUPERCREW XL - 145	$47395	$45262	3.31 RATIO REGULAR AXLE	$0	$0
145 INCH WHEELBASE	$0	$0	7100# GVWR PACKAGE	$0	$0
TOTAL BASE VEHICLE	$47395	$43877	FRONT LICENSE PLATE BRACKET	$0	$0
VERMILLION RED	$660	$600	50 STATE EMISSIONS	$0	$0
CLOTH 40/20/40 FRONT SEAT	$0	$0	EXTENDED RANGE 36GAL FUEL TANK	$0	$0
MEDIUM DARK SLATE	$0	$0	8-WAY POWER DRIVERS SEAT	$350	$319
EQUIPMENT GROUP 101A	$0	$0	BEDLINER-TOUGHBED SPRAYIN*ACCY	$595	$542
.XL SERIES	$0	$0	SPECIAL FLEET ACCOUNT CREDIT	$0	$-1385
.17" SILVER STEEL WHEELS	$0	$0	FUEL CHARGE	$0	$13.04
5.0L V8 ENGINE	$1370	$1246	PRICED DORA	$0	$0
ELEC TEN-SPEED AUTO TRANS	$0	$0	ADVERTISING ASSESSMENT	$0	$0
.265/70R 17 BSW ALL-TERRAIN	$0	$0	DESTINATION & DELIVERY	$1995	$1995

	MSRP	INVOICE
TOTAL BASE AND OPTIONS	$52365	$48592.04
DISCOUNTS	NA	NA
TOTAL	$52365	$48592.04

ORDERING FIN: QI222 **END USER FIN:** QI222 **PO NUMBER:** 1113

2,600

45,992

Customer Name:

Customer Address:

Customer Email:

Customer Phone:

Net bid price

12/12/23

Customer Signature Date

This order has not been submitted to the order bank.

This is not an invoice.

Government Bid Management System (GBMS)

JEFFBLISS (J-BLISS)

Purpose: New Bid; **State:**MN-Minnesota; **FIN:**QI222-CITY OF FARIBAULT; **Bid Open Date :**12/12/2023; **Vehicle Line:**24 - F-150 ; **Model Year:**2024; **Body Code & Name:**W1L-F150 4X4 CREW ; **GPC Type:**All

State	Model Year	Vehicle Line	Body Code & Name	Option Discounts	GPC Req #	GPC ($)	Price Level	Bid Open / Reference # Start Date	Reference # Issue Date	FIN	GPC Type	Reference #	Expirati Date
MN	2024	24 - F-150	W1L - F150 4X4 CREW			2600	415	09/20/2023	09/26/2023		PIGGYBACK	17952R	11/30/2
MN	2024	24 - F-150	W1L - F150 4X4 CREW			2300	000	09/05/2023	06/08/2023		LOCAL	Reveal	

Vehicle: [Retail] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (✔ Complete)

Window Sticker

SUMMARY

[Retail] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro MSRP:$46,700.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Cardinal Red

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic, (Column shifter) electronically controlled

OPTIONS

CODE	MODEL		MSRP
TK10543	[Retail] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro		$46,700.00
	OPTIONS		
1SA	Pro Preferred Equipment Group		$0.00
9L7	Upfitter switch kit (5)		$150.00
AKO	Glass, deep-tinted	Inc.	
AZ3	Seats, front 40/20/40 split-bench		$0.00
B1J	Wheelhouse liners, rear		$140.00
C49	Defogger, rear-window electric	Inc.	
C5Y	GVWR, 7100 lbs. (3221 kg)		$0.00
CGN	Bedliner, Spray-on		$545.00
CTT	Hitch Guidance	Inc.	
DLF	Mirrors, outside heated power-adjustable	Inc.	
FE9	Emissions, Federal requirements		$0.00
G7C	Cardinal Red		$495.00
G80	Auto-locking rear differential		$395.00
GU5	Rear axle, 3.23 ratio	Inc.	
H2G	Jet Black, Vinyl seat trim		$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo		$0.00
K05	Engine block heater		$100.00
K34	Cruise control, steering wheel-mounted	Inc.	

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20963. Data Updated: Nov 14, 2023 6:49:00 PM PST.

Vehicle: [Retail] 2024 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (✔ Complete)

KC4	Cooling, external engine oil cooler	Inc.	
KC9	Power outlet, bed mounted, 120-volt	Inc.	
KI4	Power outlet, interior power outlet, 120-volt		$225.00
KNP	Cooling, auxiliary external transmission oil cooler	Inc.	
KW7	Alternator, 170 amps	Inc.	
L84	Engine, 5.3L EcoTec3 V8		$1,595.00
MHT	Transmission, 10-speed automatic, (Column shifter) electronically controlled	Inc.	
PCI	Convenience Package	Inc.	
PEB	Pro Value Package		$1,465.00
Q5U	Wheels, 17" x 8" (43.2 cm x 20.3 cm) 6-spoke Bright Silver painted aluminum		$350.00
QBN	Tires, 255/70R17 all-season, blackwall		$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall		$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
UBI	USB ports, (2) charge-only, rear	Inc.	
UF2	LED Cargo Area Lighting	Inc.	
Z82	Trailering Package	Inc.	
___	Option/package discount		($500.00)
	SUBTOTAL		**$51,660.00**
	Adjustments Total		$0.00
	Destination Charge		$1,995.00
	TOTAL PRICE		**$53,655.00**

FUEL ECONOMY

Est City:15 MPG

Est Highway:20 MPG

Est Highway Cruising Range:480.00 mi

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20963. Data Updated: Nov 14, 2023 6:49:00 PM PST.

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Heather Slechta, City Clerk
MEETING DATE:	December 26, 2023
SUBJECT:	Resolution 2023-249 Adopting Data Practices Policy and Designating Responsible Authority and Compliance Officer

---

Background:

City Staff worked with the City Attorney's office to update the City's policy concerning its procedures and obligations pursuant to the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) ("MGDPA"). The MGDPA, Minnesota Statutes Section 13.02, subdivision 16 and the MGDPA policy requires the City to designate the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data for the City (the "Responsible Authority") and Minnesota Statutes Section 13.05, subdivision 13 and the MGDPA policy requires the City to designate an individual responsible for persons to direct questions or concerns regarding problems in obtaining access to data or other data practices problems for the City (the "Compliance Official").

The updated document entitled "Minnesota Government Data Practices Act Guidelines and Procedures" will replace the current policy as the City's official MGDPA policy and it will designate the City Clerk as the Responsible Authority and Compliance Official for the purposes of the MGDPA and the City's MGDPA policy.

Recommendation:

Approve Resolution 2023-249

Attachments:

1. Resolution 2023-249 Adopting Data Practices Policy and Designating Responsible Authority and Compliance Officer
2. DOCSOPEN-#899681-v3-Data_Practices_Policy_(2023)

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-249

ADOPTING DATA PRACTICES POLICY AND DESIGNATING RESPONSIBLE AUTHORITY AND COMPLIANCE OFFICER

WHEREAS, the City of Faribault (the "City") needs to update its policy concerning its procedures and obligations pursuant to the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) ("MGDPA"); and

WHEREAS, the MGDPA, Minnesota Statutes Section 13.02, subdivision 16 and the MGDPA policy to be adopted by the City requires it to designate the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data for the City (the "Responsible Authority"); and

WHEREAS, the MGDPA, Minnesota Statutes Section 13.05, subdivision 13 and the MGDPA policy to be adopted by the City also requires it to designate the individual responsible for persons to direct questions or concerns regarding problems in obtaining access to data or other data practices problems for the City (the "Compliance Official"); and

WHEREAS, the City would like to officially update its MGDPA policy and designate its Responsible Authority and Compliance Official.

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

1. The updated document entitled "Minnesota Government Data Practices Act Guidelines and Procedures" is hereby adopted as the City's official MGDPA policy.

2. The City Clerk is hereby designated as the Responsible Authority for the purposes of the MGDPA and the City's MGDPA policy.

3. The City Clerk is hereby designated as the Compliance Official for the purposes of the MGDPA and the City's MGDPA policy.

Date Adopted: December 26, 2023

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

City of Faribault

Minnesota Government Data Practices Act
Guidelines and Procedures

Adopted: December 20, 2023

CITY OF FARIBAULT
DATA PRACTICES PROCEDURES
TABLE OF CONTENTS

Subject **Page**

1.0 Introduction 1
2.0 Responsible Authority 1
3.0 Access to Public Data 2
3.1 People Entitled to Access 2
3.2. Form of Request 3
3.3 Identification of Requesting Party 3
3.4 Form of Copies 3
3.5 Record Data and Electronic Data Transfer Agreements 3
3.6 Time Limits 4
3.7 Fees 4
4.0 Access to Private and Confidential Data on Individuals 4
4.1 People Entitled to Access 4
4.2 Form of Request 5
4.3 Identification of Requesting Party 5
4.4 Time Limits 5
4.5 Fees 5
4.6 Summary Data 5
4.7 Records of Minors and Incapacitated Persons 6
5.0 Access to Private and Confidential Data on Decedents 7
6.0 Access to Data not on Individuals 7
6.1 People Entitled to Access 8
6.2 Form of Request 8
6.3 Identification of Requesting Party 9
6.4 Time Limits 9
6.5 Fees 9
6.6 Accessibility of Records 9
7.0 Temporary Classification 9
8.0 Denial of Access 9
9.0 Collection of Data on Individuals 10
9.1 Tennessen Warning 10
9.2 Data Quality Procedures 11
10.0 Data Accuracy, Currency and Completeness 12
10.1 Challenge to Data Accuracy or Completeness 12
10.2 Employee Accuracy 12
10.3 Review 12
11.0 Policy for Ensuring the Security of Not Public Data 13
11.1 Legal Requirement 13
11.2 Data Inventory 13
11.3 Data Safeguards 13
11.4 Data Sharing with Authorized Entities or Individuals 14

11.5 Penalties for Unlawfully Accessing Not Public Data 14

EXHIBITS **Number**

Responsible Authority and Compliance Official and Designees……...1
Photocopying Charges……... 2
Data Request Form ……... 3
Government Data Access and Nondisclosure Agreement……4
Notice to Persons Under the Age of 18……. 5
Consent to Release Private Data……..……..6
Consent to Release Copyrighted Data……... 7
Data Practices Advisory (Tennessen Warning) …….……... 8
Tennessen Warning Form……..9
Sample Contract Provision…….……... 10
Building Permit/Plans Data Practices Advisory…… 11
Record Data Transfer Agreement.…….……12
Electronic Data Transfer Agreement……..13

APPENDICES **Letter**

Maintained Nonpublic, Private & Confidential Data…… A

CITY OF FARIBAULT
DATA PRACTICES PROCEDURES

1.0 Introduction. These procedures are adopted to comply with the requirements of the Minnesota Government Data Practices Act (the "Act"), specifically Minnesota Statutes Sections 13.025, 13.03, subdivision 2 and 13.05, subdivision 5. It is the intent of the City of Faribault (the "City") to remain in compliance with the Act. These procedures shall be supplemented by the requirements of the Act as needed and if any procedure contained herein is inconsistent with those requirements, as they may be amended, the specific provisions of the Act shall be controlling.

2.0 Responsible Authority. The City Clerk is the Responsible Authority and Compliance Official responsible for the collection, use and distribution of government data and is accountable for City compliance with the Minnesota Government Data Practices Act. The Responsible Authority has authorized certain other City employees to collect, maintain, disseminate and otherwise assist in complying with the Act ("Designees"). These Designees are listed on attached Exhibit 1. The Responsible Authority shall provide training to Designees and staff at such times and in such a manner as the designated Responsible Authority determines is appropriate to inform them of their obligations under the Act. The designated Responsible Authority shall also be authorized to amend or supplement the Exhibits attached to these procedures as needed to further the intent of these procedures and the City's compliance with the Act. For the purposes of carrying out these procedures, the term Responsible Authority shall include Designees unless the context in which it is used indicates a different intent.

3.0 Access to Public Data. All information maintained by the City is public unless there is a specific statutory designation which gives it a different classification. Categories of classification are as follows:

Data on Individuals*	**Data on Decedents**	**Data not on Individuals***
M.S. § 13.02, subd. 5	M.S. § 13.10, subd. 1	M.S. § 13.02, subd. 4
Public Accessible to anyone	**Public** Accessible to anyone	**Public** Accessible to anyone
M.S. § 13.02, subd. 15	M.S. § 13.02, subd. 15	M.S. § 13.02, subd. 14
Private Accessible to the data subject; Not accessible to the public	**Private**** Accessible to the representative of the decedent; Not accessible to the public	**Nonpublic** Accessible to the data subject; Not accessible to the public
M.S. § 13.02, subd. 12	M.S. § 13.10, subd. 1(b)	M.S. § 13.02, subd. 9
Confidential Not accessible to the data subject; Not accessible to the public	**Confidential**** Not accessible to the representative of the decedent; Not accessible to the public	**Protected Nonpublic** Not accessible to the data subject; Not accessible to the public
M.S. § 13.02, subd. 3	M.S. § 13.10, subd. 1(a)	M.S. § 13.02, subd. 13

* Individual is defined at Minn Stat. § 13.02, subd. 8. Individual means a natural person (a living human being). It does not mean any type of entity created by law, such as a corporation.

** Private and confidential data on decedents become public data 10 years after the death of the data subject and 30 years after the creation of the data.

3.1 People Entitled to Access. Any person has the right to inspect or view public data or to have an explanation of the meaning of the data. The person does not need to state his or her name or give the reason for the request, unless a statute specifically authorizes the City to request such information. The Responsible Authority may ask a person to provide identifying or clarifying information for the sole purpose of facilitating access to the data. Examples of when identifying information may be requested include, but are not limited to, obtaining a mailing address when the person has requested that copies be mailed or requesting identification when copies have been paid for by check. Additionally, any person has the right to obtain a copy of public data except in the case of

copyrighted materials in the possession of the City for which the City does not have express written permission to reproduce.

3.1A Copyrighted Documents. Copyrighted public documents may be shown to anyone but shall not be reproduced or photocopied without express written permission from the copyright holder. (Exhibit 7)

> **3.1A1** The Responsible Authority reserves the right to refuse to provide copies of copyrighted data in accordance with the copyright law of the United States (Title 17, United States Code) which governs the making of photocopies or other reproductions of copyrighted material.
>
> **3.1A2** Public documents created by the City or its officials and employees on behalf of the City do not qualify for copyright protection and shall be available for viewing and reproduction in accordance with the Act. In certain cases, the City may enforce a copyright or acquire a patent for a computer software program or components of a program created by the City. In such cases, the data shall be treated as trade secret information.

3.2. Form of Request. The request for public data may be verbal or written. The Responsible Authority or designee may require a verbal request to be made in writing whenever a written request will assist the Responsible Authority or designee in performing his or her duties. (Exhibit 3)

3.3 Identification of Requesting Party. The Responsible Authority **may not** require the requesting party to provide identification to view public documents unless contact information is required in order to clarify the request. The Responsible Authority must verify the identity of the requesting party as a person entitled to reproductions when reproductions of copyrighted public data are requested. Identity can be established through personal knowledge, presentation of photo identification, comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.

3.4 Form of Copies. Where public data is maintained in a computer storage medium, the Responsible Authority shall provide copies of the public data in electronic form upon request, provided a copy can reasonably be made in that form. The Responsible Authority is not required to provide the data in an electronic format or program that is different from the format or program in which the Responsible Authority maintains the data. The Responsible Authority may charge a fee for the actual cost of providing the copy.

3.5 Record Data and Electronic Data Transfer Agreements. When a request is made for certain record data (e.g., data related to engineering design) or electronic data (e.g., engineering survey data stored in electronic form), the Responsible Authority may require the requesting party to sign a Record Data Transfer Agreement or a Electronic

Data Transfer Agreement to document the transfer of the data and the parties' related responsibilities. (Exhibit 12 and Exhibit 13)

3.6 Time Limits. Requests will be received and processed only at City Hall during normal business hours. If copies cannot be made at the time of the request, copies must be supplied as soon as reasonably possible. Whenever possible, the Responsible Authority will immediately allow the requesting person to inspect the public data. When providing an immediate response to the requester, it should not interfere with the City's efficient operations. The Responsible Authority may require that the requesting person make an appointment or return at a later time to inspect or to pick up copies of the requested data. When public data on individuals is requested by the individual data subject and an immediate response is not possible, the authorized City employee will provide the data within 10 days of the date of the request, excluding Saturdays, Sundays and legal holidays.

3.7 Fees. Anyone may inspect or view public data for any reason without charge. Fees may be charged only if the requesting person asks for a copy or electronic transmittal of the data. Fees will be charged according to the City's current fee schedule and may not include time necessary to separate public from non-public data. Fees are established annually by resolution. A copy of the approved fee schedule is attached at Exhibit 2.

4.0 Access to Private and Confidential Data on Individuals. Information about individual persons is classified by law as public, private, or confidential. A list of the private and confidential information maintained by the City is contained in Appendix A.

4.1 People Entitled to Access.

4.1A Public information about an individual may be shown or given to anyone for any reason.

4.1B Private information about an individual may be shown or given to:

4.1B1 The individual, but only once every six months, unless a dispute has arisen or additional data has been collected or created.

4.1B2 A person who has been given access by the express written consent of the data subject. (Exhibit 6)

4.1B3 People, or another responsible authority, which are authorized access by federal or state law or by court order.

4.1B4 People within the City staff, the City Council, and outside agents (such as attorneys, insurance agents, etc.) whose work assignments or responsibilities reasonably require access.

4.1C Confidential information may not be given to the subject of the data, but may be given or shown to:

4.1C1 People who are authorized access by federal or state law or by court order.

4.1C2 People within the City staff, the City Council, and outside agents (such as attorneys, insurance agents, etc.) whose work assignments or responsibilities reasonably require access.

4.2 Form of Request. Any individual may request data verbally or in writing. Data will be released depending on whether or not the City has stored the data requested and whether the data is classified as public, private, or confidential. All requests to see private or confidential information must be made in writing in order to verify identity. The Responsible Authority will provide a form (Exhibit 3) to document the requesting party's identity, the information requested, and the City's response; however, any individual may request data verbally or in writing as long as the request is accompanied by documentation of the requesting party's identity and a detailed description of the information requested.

4.3 Identification of Requesting Party. The Responsible Authority **must** verify the identity of the requesting party as a person entitled to access when private or confidential data is requested. Identity can be established through personal knowledge, presentation of photo identification, comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.

4.4 Time Limits. Requests will be received and processed at City Hall only during normal business hours. Access to the data will be provided as soon as is reasonably possible. Data requested by the individual data subject will be provided within 10 days of the date of the request, excluding Saturdays, Sundays and legal holidays if an immediate response is not possible.

4.5 Fees. Fees will be charged in the same manner as for public information and are summarized in Exhibit 2.

4.6 Summary Data. The term "summary data" refers to statistical records and reports derived from data on individuals but which does not identify an individual by name or reveal any other characteristic that could uniquely identify an individual. Summary data derived from private or confidential data is public. The Responsible Authority will prepare summary data upon request, if the request is in writing and the requesting party pays for the cost of preparation. The Responsible Authority must notify the requesting party about the estimated costs and collect these costs before preparing or supplying the summary data. This should be done within 10 days after receiving the request. If the summary data

cannot be prepared within 10 days, the Responsible Authority must notify the requester of the anticipated time schedule and the reason for the delay.

Summary data may be prepared by "blacking out" personal identifiers, cutting out portions of the records that contain personal identifiers, creating a spreadsheet, programming computers to delete personal identifiers, or other reasonable means.

The Responsible Authority may ask an outside agency or person to prepare the summary data if: (1) the specific purpose is given in writing; (2) the agency or person agrees not to disclose the private or confidential data; and (3) the Responsible Authority determines that access by this outside agency or person will not compromise the privacy of the private or confidential data. (Exhibit 4)

4.7 Records of Minors and Incapacitated Persons as defined in Minnesota Statutes Section 524.5-102, subdivision 6. The following applies to private *(*not confidential) data about people under the age of 18 and about those persons who are incapacitated as defined by Minnesota Statutes Section 524.5-102, subdivision 6.

4.7A Parent/Guardian Access. In addition to minors and incapacitated persons as defined above who may have access to private data, a parent may have access to private information about a minor or incapacitated person. For the purposes of these procedures, a "Parent" shall include guardians and individuals acting as parents or guardians in the absence of parents or guardians. A parent is presumed to have this right unless the minor has requested the Responsible Authority to withhold the data and withholding the data would be in the best interest of the minor, or unless the Responsible Authority has been given evidence that there is a state law, court order, or other legally binding document, that restricts the parent's exercise of this right.

4.7B Notice to Minor and Incapacitated Persons. Before requesting private data from minors or incapacitated persons, City personnel must notify the minors and incapacitated persons that they may request that the information not be given to their parent or guardian(s). (Exhibit 5)

4.7C Denial of Parent or Guardian Access. The Responsible Authority may deny parent or guardian access to private data when the individual requests this denial and the Responsible Authority determines that withholding the data would be in the best interest of the individual. The request from the individual must be in writing, stating the reasons for the request. In determining the best interest of the individual, the Responsible Authority will consider:

4.7C1 Whether the individual is of sufficient age and maturity to explain the reasons and understand the consequences;

4.7C2 Whether denying access may protect the individual from physical or emotional harm;

4.7C3 Whether there are reasonable grounds to support the individual's reasons; and

4.7C4 Whether the data concerns medical, dental, or other health services provided under Minnesota Statutes Sections 144.341 to 144.347. If so, the data may be released only if failure to inform the parent or guardian would seriously jeopardize the health of the individual.

The Responsible Authority may also deny parental access without a request from the juvenile or incapacitated person under any state or federal statute that allows or requires denial of parental access and that provides standards for denying parental access

5.0 Access to Private and Confidential Data on Decedents. Private data on decedents means data which, prior to the death of the data subject, were classified by statute, federal law, or temporary classification as private data. Confidential data means data which, prior to the death of the data subject, were classified by statute, federal law, or temporary classification as confidential data. A list of the private and confidential information maintained by the City is contained in Appendix A. Information about individuals who are deceased will be treated the same as data that is about individuals who are living except:

5.0A Private and confidential data on decedents will become public data 10 years after the death of the data subject and 30 years after the creation of the data in accordance with Minnesota Statutes Section 13.10, subdivision 2. An individual is presumed dead if either 90 years have elapsed since the creation of the data or 90 years have elapsed since the individual's birth, whichever is earlier, except that an individual is not presumed to be dead if the Responsible Authority has information readily available to it indicating the individual is still living.

5.0B A representative of the decedent may exercise the rights that the decedent could have exercised as a living individual. A "representative of the decedent" means a personal representative of the estate of the decedent during the period of administration, or if no personal representative has been appointed or after discharge, the surviving spouse, any child of the decedent, or, if there is no surviving spouse or children, the parents of the decedent.

6.0 Access to Data not on Individuals. Information not about individuals is classified by law as public, nonpublic, and protected nonpublic. Information that is not about individuals will generally be treated the same as data about individuals. Nonpublic and protected nonpublic information, except for security information, becomes public

either 10 years after it was created by the City or 10 years after the data was received or collected by the City unless the Responsible Authority reasonably determines that if the information was made public or made available to the data subject that the harm to the public or the data subject would outweigh the benefit to the public or the data subject.

6.1 People Entitled to Access.

6.1A Public information not about an individual may be shown to anyone. Copyrighted documents will not be reproduced or photocopied without express written permission from the copyright holder. (Exhibit 7)

6.1B Nonpublic information not about an individual may be shown or given to:

6.1B1 An authorized representative of the subject entity of the data, but only once every six months, unless a dispute has arisen or additional data has been collected.

6.1B2 A person who has been given access by the express written consent of the authorized representative of the entity which is the subject of the data. (Exhibit 6)

6.1B3 People who are authorized access by federal or state law or by court order.

6.1B4 People within the City staff, the City Council, and outside agents (such as attorneys, insurance agents, etc.) whose work assignments or responsibilities reasonably require access.

6.1C Protected Nonpublic information may not be given to the authorized representative of the entity, but may be given or shown to:

6.1C1 People who are authorized access by federal or state or by court order.

6.1C2 People within the City staff, the City Council, and outside agents (such as attorneys, insurance agents, etc.) whose work assignments or responsibilities reasonably require access.

6.2 Form of Request. Any person may request data verbally or in writing. Data will be released depending on whether or not the City has stored the data requested and whether the data is classified as public, nonpublic, protected nonpublic or is copyrighted.

All requests to view or receive a reproduction of nonpublic or protected nonpublic information must be made in writing in order to verify identity. All requests to

receive a reproduction of copyrighted public, nonpublic or protected nonpublic information must be made in writing in order to determine if the request for copyrighted material qualifies for release under copyright law of the United States (Title 17, United States Code.) The Responsible Authority will provide a form (Exhibit 3) to document the requesting party's identity, the information requested, and the City's response; however, any person may request data verbally or in writing as long as the request includes documentation of the requesting party's identity and a detailed description of the information requested.

6.3 Identification of Requesting Party. The Responsible Authority must verify the identity of the requesting party as a person entitled to access when nonpublic or protected nonpublic data is requested. The Responsible Authority must also verify the identity of the requesting party as a person entitled to access when copies of copyrighted private, nonpublic, or protected nonpublic data is requested. Identity can be established through personal knowledge, presentation of photo identification, comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.

6.4 Time Limits. Requests will be received and processed at City Hall only during normal business hours. The response must be immediate, if possible, or prompt and reasonable, if an immediate response is not possible.

6.5 Fees. Fees will be charged in the same manner as for public information and are summarized in Exhibit 2.

6.6 Accessibility of Records. Upon request by an individual, records must be made available within a reasonable time period to persons with disabilities in a manner consistent with state and federal laws prohibiting discrimination against persons with disabilities. Reasonable modifications must be made in any policies, practices and procedures that might otherwise deny equal access to records to individuals with disabilities. This requirement does not apply to (1) technology procured or developed prior to January 1, 2013, unless substantially modified or substantially enhanced after January 1, 2013 or (2) records that cannot be reasonably modified to be accessible without an undue burden as defined in Minnesota Statutes Section 16E.015, subdivision 4 to the public entity or (3) except as otherwise provided in Minnesota Statutes Chapter 16E.

7.0 Temporary Classification. If the Responsible Authority determines information not expressly classified by law should be protected, the Responsible Authority may apply to the Department of Administration Commissioner for permission to classify information as private, confidential, nonpublic or protected nonpublic for its own use and for the use of other governmental entities on a temporary basis. The application and the classification of the information shall be in accordance with Minnesota Statutes Section 13.06.

8.0 Denial of Access. If the Responsible Authority determines that the requested data is not accessible to the requesting party, the Responsible Authority must inform the requesting party verbally at the time of the request or in writing as soon after that as possible. The Responsible Authority must give the specific legal authority, including statutory section, for withholding the data. The Responsible Authority must place a verbal denial in writing upon request. This must also include the specific legal authority for the denial.

9.0 Collection of Data on Individuals. The collection and storage of information about individuals will be limited to that necessary for the administration and management of the programs specifically authorized by the state legislature, City Council, or federal government.

9.1 Tennessen Warning. When an individual is asked to supply private or confidential information about the individual, the City employee requesting the information must give the individual a Tennessen Warning. (Exhibit 8; Exhibit 9)

9.1A This warning must contain the following:

9.1A1 The purpose and intended use of the requested data;

9.1A2 Whether the individual may refuse or is legally required to supply the requested data;

9.1A3 Any known consequences from supplying or refusing to supply the information; and

9.1A4 The identity of other persons or entities authorized by state or federal law to receive the data.

9.1B A Tennessen Warning is not required when:

9.1B1 An individual is requested to supply investigative data to a law enforcement officer;

9.1B2 The data subject is not an individual (e.g., the data subject is a corporation or partnership);

9.1B3 The data subject offers information that has not been requested by the City;

9.1B4 The information requested from the individual is about someone else;

9.1B5 The City receives information about the subject from someone else; or

9.1B6 The information requested from the subject is classified as public data.

9.1C A Tennessen Warning may be on a separate form (Exhibit 9) or may be incorporated into the form which requests the private or confidential data.

9.1D Collection of Data on Individuals through the Use of the City's Computer When an individual gains access to government information or services through the City's computer, the City may create, collect, or maintain electronic access data or use its computer to install a cookie on an individual's computer. The City must inform individuals gaining access to the City's computer of the creation, collection, or maintenance of electronic access data or the City's use of cookies before requiring the individual to provide any data about the individual to the City. As part of that notice, the City must inform the individual how the data will be used and disseminated. Notwithstanding an individual's refusal to accept a cookie on its computer, the City must allow the individual to gain access to data or information, transfer data or information, or use government services by means of the City's computer. The provisions of this section do not apply to a cookie temporarily installed by the City on a person's computer during a single session on or visit to the City's website if the cookie is installed only in a computer's memory and is deleted from the memory when the website browser or application is closed.

9.2 Data Quality Procedures. The City is required to establish procedures to ensure that data on individuals are accurate, complete and current. The Responsible Authority shall work with employees that collect, use, or disseminate data on individuals to implement the following procedures:

9.2A At the time that data is collected from the individual data subject, the individual should be advised of his or her right to review and contest the accuracy or completeness of public or private data concerning him/herself.

9.2B An individual data subject should be encouraged to review his or her file for accuracy, completeness and currency.

9.2C Whenever possible and practical, collect data about an individual from the individual subject of the data rather than from third parties (e.g., birthdate, address, etc.). (This directive does not prohibit employees from collecting data from third parties.)

9.2D Design forms to collect objective types of data elements whenever possible, rather than data which calls for an opinion or conclusion or other

subjective entry. Forms for the collection of data on individuals should request only necessary data.

9.2E Department heads should periodically review forms used to collect data on individuals. Data elements that are not necessary or that lend themselves to ambiguity or subjectivity should be removed and the forms redesigned.

9.2F Department heads should periodically conduct quality/validity checks on sample case files that contain data on individuals.

10.0 Data Accuracy, Currency and Completeness.

10.1 Challenge to Data Accuracy or Completeness. An individual who is the subject of public or private data may contest the accuracy or completeness of that data maintained by the City of which he or she is the subject. "Accurate" means the data are reasonably correct and free from error. "Complete" means the data describe all of the subject's transactions with the City in a reasonable way.

To challenge the accuracy or completeness of data, the individual must notify the City's Responsible Authority in writing describing the nature of the disagreement. The statement should describe why or how the data are inaccurate or incomplete and should also state what the individual wants the City to do to make the data accurate or complete. Within 30 days of receiving notification from the data subject, the Responsible Authority or designee must respond and either (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual, or (2) notify the individual that the Responsible Authority believes the data to be correct and inform the individual of their right to appeal the determination to the Commissioner of the Minnesota Department of Administration. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data. The Responsible Authority should provide the data subject with a written statement that informs the data subject of the right to appeal and should also provide a copy of Minnesota Rules Part 1205.1600.

An individual who is dissatisfied with the Responsible Authority's action may appeal to the Commissioner of the Minnesota Department of Administration, using the contested case procedures under Minnesota Statutes Chapter 14. The Responsible Authority will correct any data if so ordered to do so by the Commissioner.

10.2 Employee Accuracy. All City employees will be requested, and given appropriate forms, to annually provide updated personal information to the Responsible Authority, as necessary for tax, insurance, emergency notification, and other personnel purposes. Other individuals who provide private or

confidential information will also be encouraged to provide updated information when appropriate.

10.3 Review. Department heads should periodically review forms used to collect data on individuals to delete items that are not necessary and to clarify items that may be ambiguous. All records must be disposed of according to the City's records retention schedule.

11.0 Policy for Ensuring the Security of Not Public Data.

11.1 Legal Requirement. The adoption of this Section by the City satisfies the requirement in Minnesota Statutes Section 13.05, subdivision 5 to establish procedures ensuring appropriate access to not public data. By incorporating employee access to not public data in the individual employee's position description, the City's policy limits access to not public data to employees whose work assignment require reasonable access.

Please direct all questions regarding this Section to the Responsible Authority.

11.2 Data Inventory. Under the requirement in Minnesota Statutes Section 13.025, subdivision 1, the City has prepared a Data Inventory which identifies and describes all not public data on individuals maintained by the City.

11.3 Data Safeguards.

11.3A Not public data will be stored by the City in files or databases which are not readily accessible to individuals who do not have authorized access and will be secured during hours when the offices are closed.

11.3B Not public data must be kept only in City offices, except when necessary for City business.

11.3C The City will assign appropriate security roles to its employees, limit employee access to appropriate shared network drives and implement password protections for not public electronic data.

11.3D Only those City employees whose job responsibilities require them to have access will be allowed access to City files and records that contain not public data. Employee position descriptions will contain provisions identifying any not public data accessible to the employee when a work assignment reasonably requires access. If a City employee does not have a work assignment allowing access to the not public data, the City will ensure that the not public data are secure. The City's employees will be instructed to:

11.3D1 Release or disclose not public data only to those persons, within and outside of the City, who are authorized by law to have access to the data;

11.3D2 Not leave not public data where unauthorized individuals might see it;

11.3D3 Password protect their computers and lock their computers before leaving work stations;

11.3D4 Secure not public data within locked work spaces and in locked file cabinets; and

11.3D5 Shred not public data before disposing of them.

In the event of a temporary duty assigned to a City employee, the employee may access certain not public data for as long as the work is assigned to the employee.

11.4 Data Sharing with Authorized Entities or Individuals

11.4A When a contract with an outside party requires access to not public data, the contracting party will be required to use and disseminate the information consistent with the Act. The City must include in a written contract the language contained in Exhibit 10 or substantially similar language.

11.4B In addition to the Responsible Authority, Designees, and other city employees, the City's criminal prosecutor, the City Attorney, and the City's consulting engineers may have access to all not public data maintained by the City if necessary for specified duties. Any access to not public data will be strictly limited to the data necessary to complete the work assignment.

11.4C State or federal law may authorize the sharing of not public data in specific circumstances. Not public data may be shared with another entity if a federal or state law allows it or mandates it. Individuals will have notice of any sharing in applicable Tennessen warnings or the City will obtain the individual's informed consent. Any sharing of not public data will be strictly limited to the data necessary or required to comply with the applicable law.

11.5 Penalties for Unlawfully Accessing Not Public Data. The City will utilize penalties for unlawful access by its employees to not public data as provided for in Minnesota Statutes Section 13.09, if necessary. Penalties include

suspension, dismissal, or referring the matter to the appropriate prosecutorial authority who may pursue a criminal misdemeanor charge.

EXHIBIT 1
LIST OF DESIGNEES

The Minnesota Data Practices Act establishes a system for compilation and distribution of data gathered by government agencies. All data collected and maintained by the City of Faribault (the "City") is presumed public and is accessible to the public for both inspection and copying, unless classified as Private, Confidential, Nonpublic or Protected Nonpublic in accordance with federal law, state statute, or a temporary classification.

The City has appointed the following position to administer this system.

Responsible Authority and Compliance Official:

City Clerk
City of Faribault
208 1st Avenue NW
Faribault, MN 55021
(507)-334-2222 Phone
(507)-333-0399 Fax

Positions appointed as designees are as follows:

Other persons responsible for the maintenance and dissemination of City records are as assigned.

EXHIBIT 2
PHOTOCOPYING CHARGES

Regular Photocopy Charge* (if 100 or fewer pages of black and white letter or legal size paper copies are requested)	**$.25 per page**** $.05 per page for additional copies of the same document
Special Copy Charge (charged in all other circumstances, including requests to provide data electronically or by facsimile)	**Actual Cost***

* the "actual cost" means the cost of any materials (paper, copier ink, staples, CDs/DVDs, flash drives, video/audio tapes, etc.), any special costs associated with making copies from computerized data, such as writing or modifying a computer program to format data, any mailing costs and any vehicle costs directly involved in transporting data to the appropriate facility when necessary to provide copies. In addition, "actual cost" also includes City staff time spent making, certifying and compiling the copies (when requested by the data subject). For requests by anyone other than the data subject, the "actual cost" also includes City staff time spent retrieving the data to be copied, sorting and labeling the documents (if this is necessary to identify what is to be copied), removing staples or paper clips, taking documents to the copier for copying as well as making, certifying and compiling the copies. Labor costs are never charged for separating public from not public data.

Document Charge (charged for certain frequently requested documents, such as zoning codes, maps, etc.)	**Fee as established in the City fee schedule**

EXHIBIT 3
DATA REQUEST FORM

City Of Faribault

DATA REQUEST – MINNESOTA GOVERNMENT DATA PRACTICES ACT

REQUESTOR INFORMATION- (optional for the sole purpose of facilitating access to data)			
Requestor Name:		Today's Date:	
Address:	City:	State:	Zip:
Phone:	Email Address:		
Description of the Information Requested (attach additional page if necessary):			
I am requesting access to the data in the following way: ☐ Inspection ☐Copies Made ☐ Both Inspection and Copies Made			
How would you like to receive the information? ☐ Mail (please provide address below) ☐ E-Mail (please provide E-mail address below) ☐ In-person pick-up			
Address:	City:	State:	Zip:
Phone:	E-mail Address:		

NOTE: According to MS § 13.05, subd. 12, persons are not required to identify themselves, or state a reason for, or justify a request for public data. Minn. Stat. § 13.03 and 13.04 authorize the City to charge fees to recover costs to provide copies of data. Prepayment is required. There is no charge for inspection or for separating not public data from public data. The City may charge the actual cost for searching and retrieving data, except for requests made by data subjects. The City will respond within a reasonable time for all requests, except for requests by data subjects, which shall be responded to within 10 days of the date of the request. ***Payment must be made in advance.***

FOR OFFICE USE ONLY		
Department:	Emailed Request To:	Date Emailed:

Information Classified As:	Action:
☐Public ☐Non-Public ☐Private ☐Protected Non-Public ☐Confidential	☐Approved ☐Approved in Part (see below) ☐Denied (see below)

Identity Verified for Private Information: ☐State ID, Passport, Driver's License ☐Personal Knowledge

Reason for Denial:

Request Fees:	Date Paid:

Fee Explanation:

Data Request Completed:

Information Provided Via: ☐ Mail ☐ E-Mail ☐ In-Person Inspection

EXHIBIT 4
GOVERNMENT DATA ACCESS AND NONDISCLOSURE AGREEMENT

1. **AUTHORIZATION.** City of Faribault ("City") hereby authorizes _____, ("Authorized Party") access to the following government data: _____
_____

2. **PURPOSE.** Access to this government data is limited to the objective of creating summary data for the following purpose:
_____
_____

3. **COST.** (Check all that apply):

___ The Authorized Party has been requested by the City to prepare summary data and will be paid in accordance with City policy. The estimated total is: $_____.

___ _____ is the person who requested the summary data and agrees to bear the City's costs associated with the preparation of the data which has been estimated to be $_____.

_____
Signature of Requestor Date

4. **SECURITY.** The Authorized Party agrees that it and any employees or agents under its control must protect the privacy interests of individual data subjects in accordance with the terms of this Agreement.

The Authorized Party agrees to remove all unique personal identifiers which could be used to identify any individual from data classified by state or federal law as not public which is obtained from City records and incorporated into reports, summaries, compilations, articles, or any document or series of documents.

Data contained in files, records, microfilm, or other storage media maintained by the City are the City's property and are not to leave the City's custody. The Authorized Party agrees not to make reproductions of any data or remove any data from the site where it is provided, if the data can in any way identify an individual.

No data which is not public and which is irrelevant to the purpose stated above will ever be disclosed or communicated to anyone by any means.

The Authorized Party warrants that the following named individual(s) will be the only person(s) to participate in the collection of the data described above:

_____
Complete name (printed) Title (printed)

5. **LIABILITY FOR DISCLOSURE.** The Authorized Party is liable for any unlawful use or disclosure of government data collected, used and maintained in the exercise of this agreement and is classified as not public under state or federal law. The Authorized Party understands that it may be subject to civil or criminal penalties under those laws. The Authorized Party agrees to defend, indemnify, and hold the City, its officials and employees harmless from any liability, claims, damages, costs, judgments, or expenses, omission of the Authorized Party's failure to fully perform in any respect all obligations under this agreement.

6. **INSURANCE.** In order to protect itself as well as the City, the Authorized Party agrees at all times during the term of this Agreement to maintain insurance covering the Authorized Party's activities under this Agreement. The insurance will cover $1,500,000 per claimant for personal injuries and/or damages and $1,500,000 per occurrence. The policy must cover the indemnification obligation specified above.

7. **ACCESS PERIOD.** The Authorized Party may have access to the information described above from _____ to _____.

8. **ACCESS RESULTS.** A copy of all reports, summaries, compilations, articles, publications or any document or series of documents that are created from the information provided under this agreement must be provided to the City. The Authorized Party may retain one copy of the summary data created for its own records but may not disclose it without City permission, except in defense of claims brought against it.

AUTHORIZED PARTY:_____

By:_____ Date: _____

Title (if applicable): _____

REQUESTOR OF SUMMARY DATA:_____

By: _____ Date: _____

Title (if applicable): _____

CITY OF FARIBAULT:

By: _____ Date: _____
Its: _____

EXHIBIT 5
NOTICE TO PERSONS UNDER AGE 18

Some of the information you are asked to provide is classified as private under State law. You have the right to request that some or all of the information not be given to one or both of your parents/legal guardians. Please complete the form below if you wish to have information withheld.

Your request does not automatically mean that the information will be withheld. State law requires the City to determine if honoring the request would be in your best interest. The City is required to consider:

* Whether you are of sufficient age and maturity to explain the reasons and understand the consequences,

* Whether denying access may protect you from physical or emotional harm,

* Whether there is reasonable grounds to support your reasons, and

* Whether the data concerns medical, dental, or other health service provided under Minnesota Statutes Sections 144.341 to 144.347. If so, the data may be released only if failure to inform your parent/legal guardians would seriously jeopardize your health.

NOTICE GIVEN TO: _____ DATE:_____

BY: _____
(name) (title)

REQUEST TO WITHHOLD INFORMATION

I request that the following information: _____
_____
_____

Be withheld from: _____

For these reasons: _____
_____
_____

Date: _____ Print name: _____

Signature: _____

EXHIBIT 6
SAMPLE CONSENT TO RELEASE PRIVATE DATA

I, _____, authorize the City of Faribault ("City") to
(print name)

release the following private data about me:

_____

_____

to the following person(s) or entity(ies):

_____

_____

The person(s) or entity(ies) receiving the private data may use it only for the following purpose or purposes:

_____

_____

This authorization is dated _____ and expires on _____.

I understand that my records are protected under state privacy regulations and cannot be disclosed without my consent unless otherwise provided for by law. I also understand that I may cancel this consent at any time prior to the information being released and that in any event this consent expires automatically one year after signing. By signing this document, I give my full and voluntary consent to the City to release the above-listed data to the persons identified in this release, and I waive any and all claims against the City for the disclosure of private data about me in accordance with this document.

_____
Signature

_____
Signature of parent or guardian
(if data subject is under 18 years of age)

IDENTITY VERIFIED BY:

- ☐ **Witness: x_____**
- ☐ **Identification: Driver's License, State ID, Passport, other:_____**
- ☐ **Comparison with signature on file**
- ☐ **Other:_____**

Responsible Authority/Designee: _____

EXHIBIT 7
CONSENT TO RELEASE COPYRIGHTED DATA

I, _____, certify that I have the authority to authorize the City of Faribault to release the following copyrighted data of which I am the copyright holder: _____
_____
_____

To the following person or people: _____
_____

The person or people receiving the copyrighted data may use it only for the following purpose or purposes: _____

This authorization is dated _____ and expires on _____.
**The expiration cannot exceed one year from the date of the authorization.*

I, the undersigned, agree to give up and waive all claims that I might have against the City, its agents and employees for releasing data pursuant to this request.

_____
Printed Name Title

_____
Complete Address Phone

_____ _____
Notarized Signature Date

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20_____, before me, a Notary Public within and for said County, personally appeared _____, known to me to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

_____
Notary Public
My Commission Expires On: _____

EXHIBIT 8
SAMPLE DATA PRACTICES ADVISORY
(Tennessen Warning)

Some or all of the information that you are asked to provide on the attached form is classified by State law as either private or confidential. Private data is information that generally cannot be given to the public but can be given to the subject of the data. Confidential data is information that generally cannot be given to either the public or the subject of the data.

Our purpose and intended use of this information is:_____
_____

You ___ are/ ___ are not/ legally required to provide this information.

If you refuse to supply the information, the following may happen: _____
_____
_____
_____

Other persons or entities authorized by law to receive this information are:

_____
_____
_____
_____

EXHIBIT 9
City of Faribault
Tennessen Warning Form

It is the City of Faribault's responsibility to inform potential employees of their privacy rights. Please carefully read the Tennessen Warning provided below. Sign and date the form and return it with your application. Your signature indicates that you have received information regarding your rights as they pertain to the Minnesota Government Data Practices Act.

In accordance with the Minnesota Government Data Practices Act, the City of Faribault is required to inform you of your rights as they relate to the private information collected from you. Private data is information that is available to you, but not to the public; the personal information we collect about you is private. Minnesota Statutes Sections 13.04 and 13.43 are two sections that govern what affects you as an applicant for employment at the City of Faribault. All data collected is considered private except for the following:

1. Your Veteran's status;
2. Relevant test scores;
3. Your job history;
4. Your education and training; and
5. Your work availability.

Your name is considered to be private information; however, if you are selected to be interviewed as a finalist, your name becomes public information.

The data supplied by you may be used for such other purposes as may be determined to be necessary in the administration of personnel policies, rules, and regulations of the City of Faribault. Furnishing social security numbers is voluntary for applicants to the City of Faribault, but refusal to supply other requested information would mean that your application for employment might not be considered.

Private data is available only to you, appropriate City employees, and others as provided by state and federal laws who have a bona fide need for the data. Public data is available to anyone requesting it and consists of all data furnished in the application for employment that is not designated in this notice as private data.

The information you give about yourself is needed to identify you and to assist the City of Faribault in determining your suitability for the position for which you are applying.

I have read and understand the information given above regarding the Minnesota Data Practices Act.

_____ _____
Applicant Signature Date

EXHIBIT 10
SAMPLE CONTRACT PROVISION

Data Practices Compliance. Contractor will have access to data collected or maintained by the City to the extent necessary to perform Contractor's obligation under this contract. Contractor acknowledges that, pursuant to Minnesota Statutes Section 13.05, subdivision 11, all of the data created, collected, received, stored, used, maintained or disseminated by Contractor in performing the contract are subject to the requirements of the Minnesota Government Data Practices Act (the "Act"), Minnesota Statutes Chapter 13. Contractor is required to comply with the requirements of the Act as if it were a government entity. Contractor acknowledges that the remedies provided in Minnesota Statutes Section 13.08 apply to Contractor with respect to such data. Contractor will notify the City of all requests for data that Contractor receives. Contractor agrees to defend and indemnify the City from any claim, liability, or damage that result from Contractor's violation of the Act or this section of the contract. Upon termination of this contract, Contractor agrees to return data to the City as requested by the City. The obligations of this section of the contract, including the obligation to defend and indemnify the City, shall survive the termination of this Contract and shall continue so long as the data exists.

EXHIBIT 11
Building Permit/Plans
DATA PRACTICES ADVISORY

You may be required to submit building plans with your building permit application so that the City of Faribault can determine whether your building permit application should be approved. If you do not submit plans when they are required, your building permit will not be approved. The Minnesota Government Data Practices Act establishes a presumption that all government data are public and are accessible by the public for both inspection and copying unless there is a federal law, a state statute, or a temporary classification of data that provides that certain data are not public. Minnesota Statutes Section 13.02 defines "government data" as being all data collected, created, received, maintained, or disseminated by the City.

The Government Data Practices Act allows building plans to be classified as non-public ONLY if they contain the following information:

> Security information defined by Minnesota Statutes Section 13.37 as being "government data the disclosure of which the responsible authority determines would be likely to substantially jeopardize the security of information, possessions, individuals or property against theft, tampering, improper use, attempted escape, illegal disclosure, trespass, or physical injury."
>
> AND / OR
>
> Trade Secret information defined by Minnesota Statutes Section 13.37 as being "government data, including a formula, pattern, compilation, program, device, method, technique or process (1) that was supplied by the affected individual or organization, (2) that is the subject of efforts by the individual or organization that are reasonable under the circumstances to maintain its secrecy, and (3) that derives independent economic value, actual or potential, 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."

Building plans submitted to the City are generally public information and will be presumed to be available for copying and release to the public. If you hold a copyright to the plans and do not want them copied for the public, then you will need to indicate as such below. Also, if you believe that your building plans qualify for the classification of nonpublic data you must provide documentation verifying your claim. The responsible authority for the City of Faribault will determine whether the plans qualify for nonpublic data classification within 10 business days of the request.

Building plans and related documents submitted to the City are presumed to be public and by submitting them and signing this document you are expressly giving permission to the City to make copies for the City's use and to make available to the public upon request unless you indicate otherwise as follows:

_____ **The building plans I have submitted contain SECURITY INFORMATION as defined by Minn. Stat. § 13.37, subd. 1 (a) and are to be treated as protected nonpublic data.** I understand I must provide an explanation (below) to support my claim that the information I am providing constitutes security information under law.

_____ **The building plans I have submitted contain TRADE SECRET INFORMATION as defined by Minn. Stat. § 13.37, subd. 1 (b) and are to be treated as protected nonpublic data.** I understand I must provide an explanation (below) to support my claim that the information I am providing constitutes trade secret information under law.

_____ **The building plans I have submitted are COPYRIGHTED under and protected by the Federal Copyright Act and I do not give permission for them to be copied for release to the public.** However, I understand the plans are considered public information under Minnesota law and may be viewed by the public.

Explanation:
_____
_____
_____
_____

_____	_____
Name of Applicant (Please Print)	Date
_____	_____
Signature of Applicant	Property address
_____	_____
Contact Address	Contact Phone Number
_____	
Contact E-mail Address	

FA105\5\899681.v3

EXHIBIT 12

Record Data Transfer Agreement

Recipient Name: Telephone:

Project Number: Email:

Project Name: Date:

The Recipient represents that they have the authority to enter into this agreement on behalf of the organization, if any, requesting the Record Data.

This Record Data has been prepared, in part, based on information furnished by others or may contain only design information with no as-built information included. While this information is believed to be reliable, the City of Faribault assumes no responsibility for the accuracy of this Record Data or for any errors or omissions that it may contain as a result of incorrect information provided to the City of Faribault by third parties. Those relying on this Record Data are advised to obtain independent verification of its accuracy.

By receipt of this data, the user accepts the limitation described herein and agrees not to transmit this data or provide access to it or any part of it to another party without written authorization from the City of Faribault.

The Recipient agrees to release any and all claims that they may have at any time against the City of Faribault or its officials, agents, and employees arising out of the use of the Record Data. The Recipient agrees to hold harmless and indemnify the City of Faribault and its officials, agents, and employees from and against all claims, liabilities, losses, damages, and costs, including but not limited to, attorney's fees arising from or in any way connected with the provision of the Record Data by the City of Faribault or the use, modification, misinterpretation, misuse, or reuse by others of the Record Data provided by the City of Faribault.

The Recipient agrees that any violation of this Agreement by the Recipient , or any of the agents, representatives, officers, or employees of the Recipient or the organization they represent, may result in irreparable harm to the City of Faribault that cannot be entirely compensated by monetary damages. Therefore, the Recipient and the organization agree that the City of Faribault may seek any and all equitable remedies that may be available, including but not limited to, a temporary or permanent injunction in the event of any breach or threatened breach of the terms of this Agreement.

The Recipient shall reimburse the City of Faribault for any cost or expense, including attorney's fees and all labor and expenses (including those of in-house personnel and counsel), related to the enforcement of the terms of this Agreement.

Recipient	**City of Faribault Contact**
Organization Name:	Contact Printed Name:
Printed Name and Title:	Signature:
Signature:	Date:
Date:	
Requested Record Drawings (if available):	

DOCSOPEN-FA105-11-888143.v2-7/11/23

EXHIBIT 13

Electronic Data Transfer Agreement

Recipient Name:	Telephone:
Project Number:	Email:
Project Name:	Date:

The Recipient represents that they have the authority to enter into this agreement on behalf of the organization, if any, requesting the Electronic Data.

Because data stored in electronic media format can deteriorate or be modified, the City of Faribault makes no representation or warranties, express or implied, with respect to the accuracy, currency, suitability, or reliability of this data for any purpose. The horizontal and vertical location of the control points or other survey data was accurate at the time the work was performed. By receipt of this data, the Recipient accepts responsibility for verifying the location to ensure horizontal and vertical accuracy. The Recipient accepts the data "as is" and assumes all risks associated with its use unless otherwise agreed, in writing, between the City of Faribault and any certifications, professional licensing stamps, seals or similar devices contained herein shall apply only to signed paper copies of the submittals.

If a discrepancy is discovered, the latest edition of the official project documents shall govern in all cases. By receipt of this data, the Recipient accepts the limitation described herein and agrees not to transmit this data or provide access to it or any part of it to another party without the written authorization from the City of Faribault.

The Recipient agrees to release any and all claims that they may have at any time against the City of Faribault or its officials, agents, and employees arising out of the use of the Electronic Data. The Recipient agrees to hold harmless and indemnify the City of Faribault and its officials, agents, and employees from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees arising from or in any way connected with the provision of the Electronic Data by the City of Faribault or the use, modification, misinterpretation, misuse, or reuse of the Electronic Data provided by the City of Faribault.

The Recipient agrees that any violation of this Agreement by the Recipient or any of the agents, representatives, officers, or employees of the Recipient or the organization they represent , may result in irreparable harm to the City of Faribault that cannot be entirely compensated by monetary damages. Therefore, the Recipient and the organization agree that the City of Faribault may seek any and all equitable remedies that may be available, including but not limited to, a temporary or permanent injunction in the event of any breach or threatened breach of the terms of this Agreement.

The Recipient shall reimburse the City of Faribault for any cost or expense, including attorney's fees and all labor and expenses (including those of in-house personnel and counsel), related to the enforcement of the terms of this Agreement.

Recipient	**City of Faribault Contact**
Organization Name:	Contact Printed Name:
Printed Name and Title:	Signature:
Signature:	Date:
Date:	
Requested File and Type (AutoCAD/Shapefile/etc):	

DOCSOPEN-FA105-11-888144.v2-7/11/23

APPENDIX A

PRIVATE AND CONFIDENTIAL DATA MAINTAINED BY THE CITY OF FARIBAULT

The list of data types is divided into the following categories: General; Administration; Community Development; Personnel; and Public Safety. The categories are provided only for convenience in locating types of data; inclusion in any particular category is not intended to indicate an exclusive location for that data type. (E.g., data listed under Personnel may be physically located in more than one City department.)

GENERAL

Applications for Election or Appointment
CLASSIFICATION(S): Public
GOVERNING STATUTE: Minn. Stat. § 13.601, subd. 3
DESCRIPTION OF DATA: The following data on all applicants for election or appointment are public: name, city of residence (except when the appointment has a residency that requires the entire address to be public), education and training, employment history, volunteer work, awards and honors, prior government service, veteran status, and any data required to be provided.

Business Data
CLASSIFICATION(S): Private/Nonpublic/Public
GOVERNING STATUTE: Minn. Stat. § 13.591
DESCRIPTION OF DATA: Data submitted to the City by a business requesting financial assistance or benefits financed by public funds are private or nonpublic data. The data becomes public when public financial assistance is provided or the business receives a benefit from the City, except that business plans, income and expense projections not related to the financial assistance provided, customer lists, income tax returns, and design, market and feasibility studies not paid for with public funds remain private or nonpublic.

City Attorney Records
CLASSIFICATION(S): Confidential
GOVERNING STATUTE: Minn. Stat. § 13.393
DESCRIPTION OF DATA: The use, collection, storage, and dissemination of data by the city attorney are governed by statutes, rules, and professional standards concerning discovery, production of documents, introduction of evidence, and professional responsibility. Data which is the subject of attorney-client privilege is confidential. Data which is the subject of the "work product" privilege is confidential.

Civil Investigative Data
CLASSIFICATION(S): Confidential/Protected Nonpublic/Not public/Public
GOVERNING STATUTE: Minn. Stat. § 13.39
DESCRIPTION OF DATA: Data collected as part of an active investigation undertaken to commence or defend pending civil litigation, or which are retained in anticipation of pending civil litigation are classified as protected nonpublic data pursuant to Minnesota Statutes Section 13.02, subdivision 13, in the case of data not on individuals and confidential pursuant to Minnesota Statutes Section 13.02, subdivision 3, in the case of data on individuals. This does not include disputes where the sole issue is the City's timeliness in responding to a data request.

Community Dispute Resolution Center Data
CLASSIFICATION(S): Private/Public
GOVERNING STATUTE: Minn. Stat. § 13.88
DESCRIPTION OF DATA: Data relating to a case in a community dispute resolution program are classified as private data on individuals, with the exceptions set forth in Minnesota Statutes Section 13.88.

Elected Officials Correspondence
CLASSIFICATION(S): Private/Public
GOVERNING STATUTE: Minn. Stat. § 13.601, subd. 2
DESCRIPTION OF DATA: Correspondence between individuals and elected officials is private data on individuals, but may be made public by either the sender or the recipient.

Emergency Services for Homeless Persons
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. § 13.587
DESCRIPTION OF DATA: Data that identifies any individual receiving emergency services for homeless persons from the City under a grant from a state agency is private.

Financial Disclosure Statements
CLASSIFICATION(S): Public
GOVERNING STATUTE: Minn. Stat. § 13.601, subd. 1.
DESCRIPTION OF DATA: Financial disclosure statements of elected or appointed officials which, by requirement of the City, are filed with the City, are public data on individuals.

Identity of Employees Making Complaints
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 181.932, subd. 2; 13.7905, subd. 5(b)
DESCRIPTION OF DATA: The identity of an individual who reports to any governmental body or law enforcement official a violation or suspected violation by the individual's employer of any federal or state law or rule is private data on individuals if it meets the requirements of Minnesota Statutes Section 181.932, subdivision 2.

Internal Auditing Data
CLASSIFICATION(S): Confidential/Private/Protected Nonpublic/Public
GOVERNING STATUTE: Minn. Stat. § 13.392
DESCRIPTION OF DATA: Data, notes, and preliminary drafts of reports created, collected and maintained by the internal audit offices of the City or by person performing audits for the City and relating to an audit or investigation are confidential data on individuals or protected nonpublic data until the final report has been published or the audit or investigation is no longer being pursued actively. Data on an individual supplying information for an audit or investigation that could reasonably be used to determine the individuals' identity are private data on individuals if the information supplied was needed for an audit or investigation and would not have been provided to the internal audit office or person performing audits without an assurance to the individual that the individual's identity would remain private.

Internal Competitive Response
CLASSIFICATION(S): Private/Nonpublic
GOVERNING STATUTE: Minn. Stat. §§ 13.591, subd. 5, 13.37.
DESCRIPTON OF DATA: A bid or proposal to provide government goods or services that is prepared by the staff of a government entity in competition with bids or proposals solicited by the same government entity from the private sector or a different government entity from the private sector are classified as private or nonpublic until completion of the selection process or completion of the evaluation process at which time the data are public with the exception of trade secret data as defined and classified in Minnesota Statutes Section 13.37.

Pleadings
CLASSIFICATION(S): Public
GOVERNING STATUTE: Minn. Stat. § 13.03, subd. 12
DESCRIPTION OF DATA: Pleadings in a lawsuit by or against the City are public data to the same extent that the data would be public if filed with the court.

Personal Contact and Online Account Information
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 13.356, 13.04, subd. 2.
DESCRIPTION OF DATA: Data on an individual collected, maintained, or received by the City for notification purposes or as part of a subscription list for the City's electronic periodic publications as requested by the individual are classified as private data on individuals. This data includes telephone numbers, e-mail addresses, internet user names and passwords, Internet protocol addresses, and any other similar data related to the individual's online account or access procedures. This data may only be used for the specific purpose for which the individual provided the data. This data also does not include data submitted for purposes of making a public comment.

Political Subdivisions Licensing Data
CLASSIFICATION(S): Private/Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.204

DESCRIPTION OF DATA: Tax return and bank account statement data submitted to the City by a person seeking to obtain a license are classified as private data on individuals or nonpublic data. Notwithstanding other records retention requirements at Minnesota Statutes Section 138.17, the City must destroy such data no later than 90 days after a final decision on the license application. Such data that the City collected or created before this statute was enacted must be destroyed no later than August 19, 2023.

Requests for Proposals
CLASSIFICATION(S): Private/Nonpublic/Not public/Public
GOVERNING STATUTE: Minn. Stat. §§ 13.591, subd. 3(b), 13.37.
DESCRIPTION OF DATA: Data submitted by a business to the City in response to a request for proposals, as defined in Minnesota Statutes Section 16C.02, subdivision 12, are private or nonpublic until the time and date specified in the solicitation that proposals are due, at which time the name of the responder becomes public. All other data in a responder's response to a request for proposals are private or nonpublic data until completion of the evaluation process. After a government entity has completed the evaluation process, all remaining data submitted by all responders are public with the exception of trade secret data as defined and classified in Minnesota Statutes Section 13.37. A statement by a responder that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the response. If all responses to a request for proposals are rejected prior to completion of the evaluation process, all data, other than the names of the responders, remain private or nonpublic until a resolicitation of the requests for proposal results in completion of the evaluation process or a determination is made to abandon the purchase. If the rejection occurs after the completion of the evaluation process, the data remain public. If a resolicitation of proposals does not occur within one year of the proposal opening date, the remaining data become public.

Sealed Bids
CLASSIFICATION(S): Private / Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.37
DESCRIPTION OF DATA: Sealed bids, including the number of bids received, prior to opening are classified as nonpublic data with regard to data not on individuals and as private data with regard to data on individuals.

Security Information
CLASSIFICATION(S): Private/Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.37
DESCRIPTION OF DATA: Data which if the City's Responsible Authority determines if disclosed would be likely to substantially jeopardize the security of information possessions, individuals or property against theft, tampering, improper use, attempted escape, illegal disclosure, trespass, or physical injury is classified as nonpublic data with regard to data not on individuals and as private data with regard to data on individuals.. This includes checking account numbers, crime prevention block maps and lists of volunteers who participate in community crime prevention programs and the volunteers' home and mailing addresses, telephone numbers, e-mail or other digital addresses, Internet

communication services account information or similar account information, and global positioning system locations. If the City denies a data request based on a determination that the data are security information, upon request, the City must provide a short description explaining the necessity for the classification.

Service Cooperative Claims Data
CLASSIFICATION(S): Nonpublic
GOVERNING STATUE: Minn. Stat. § 13.203
DESCRIPTION OF DATA: Claims experience and all related information received from carriers and claims administrators participating in a group health or dental plan, including any long-term disability plan, offered through Minnesota service cooperatives to Minnesota political subdivisions and survey information collected from employees and employers participating in these plans and programs, except when the executive director of a Minnesota service cooperative determines that release of the data will not be detrimental to the plan or program, are classified as nonpublic data not on individuals.

Social Security Numbers
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. § 13.355
DESCRIPTION OF DATA: Social Security numbers of individuals are private data on individuals, except to the extent that access to the Social Security number is specifically authorized by law.

State Auditor Data
CLASSIFICATION(S): Confidential/Protected nonpublic
GOVERNING STATUTE: Minn. Stat. § 6.715, subd. 5
DESCRIPTION OF DATA: Data relating to an audit conducted by the State Auditor's office and provided by the State Auditor for purpose of review and verification of the data, prior to publication of the final report of the audit, is protected nonpublic data or confidential data on individuals.

Trade Secret Information
CLASSIFICATION(S): Private/Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.37
DESCRIPTION OF DATA: Data, including a formula, pattern, compilation, program, device, method, technique or process: (1) that was supplied by the affected individual or organization; (2) that is the subject of efforts by the individual or organization that are reasonable under the circumstances to maintain its secrecy; and (3) that derives independent economic value, actual or potential, 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 are nonpublic data with regard to data not on individuals and as private data with regard to data on individuals.

Utility Disconnections
CLASSIFICATION(S): Private/Nonpublic
GOVERNING STATUTE: Minn. Stat. §§ 13.681, subd. 6 and 216B.0976, subd. 2

DESCRIPTION OF DATA: Data on customers provided to the City by a utility regarding disconnection of gas or electric service are private data on individuals or nonpublic data.

ADMINISTRATION

Absentee Ballots
CLASSIFICATION(S): Private/Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.37 and 13.607, subd. 7 and 203B.12, subd. 7
DESCRIPTION OF DATA: Sealed absentee ballots, before opening by an election judge, are private and nonpublic. Names of voters submitting absentee ballots may not be made available for public inspection until the close of voting on Election Day.

Assessor's Data
CLASSIFICATION(S): Private/Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.51
DESCRIPTION OF DATA: Data contained on sales sheets received from private multiple listing service organizations is private where the contract with the organizations requires the City to refrain from making the data available to the public. The following data collected by the City from individuals or business entities concerning income properties are private or nonpublic: (a) detailed income and expense figures; average vacancy factors; verified net rentable areas or net usable area, whichever is appropriate; anticipated income and expenses; projected vacancy factors; and lease information. Income information on individuals collected and maintained by the City to determine eligibility of property for class 4d under Minnesota Statutes Sections 273.128 and 273.13, is private data on individuals.

Candidates for Election to City Council
CLASSIFICATION(S): Public/private
GOVERNING STATUTE: Op. Atty.Gen. No. 852, October 6, 2006; Advisory Opinion No. 05-036; Minn. Stat. § 13.607, subd. 8 and 204B.06, subd. 1b
DESCRIPTION OF DATA: Data created, collected or maintained about an individual candidate for election to the City Council is public. An affidavit of candidacy must state an address of residence and telephone number. The candidate may request that the address be classified as private data by certifying that a police report has been submitted or an order for protection has been issued in regard to the safety of the candidate or candidate's family, or that the candidate's address is otherwise private pursuant to Minnesota law.

Computer Access Data
CLASSIFICATION(S): Private/Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.15
DESCRIPTION OF DATA: Data created, collected, or maintained about a person's access to the City's computer system for the purpose of: (1) gaining access to data or information; (2) transferring data or information; or (3) using government services are private data on individuals or nonpublic data. This data does not include a cookie temporarily installed by the City on a person's computer during a single session or visit to the City's web site if the

cookie is installed only in a computer's memory and is deleted from the memory when the web site browser or web site application is closed.

Deferred Assessment Data
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. § 13.52
DESCRIPTION OF DATA: Data collected pursuant to Minnesota Statutes Section 435.193, which indicates the amount or location of cash or other valuables kept in the homes of applicants for deferred assessment are private data.

Federal Contracts Data
CLASSIFICATION(S): Private/Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.35
DESCRIPTION OF DATA: All data collected and maintained by the City when required to do so by a federal agency as part of its contract with the City are classified as either private or nonpublic depending on whether the data are data on individuals or data not on individuals.

Homestead Applications
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 13.4965, subd. 3, 273.124, subd. 13
DESCRIPTION OF DATA: Social Security numbers, affidavits or other proofs of entitlement to homestead status that are submitted by property owners or their spouses are private data on individuals. The data may be disclosed to the Commissioner of Revenue or, under limited circumstances, the County Treasurer.

Library and Historical Data
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. § 13.40
DESCRIPTION OF DATA: Data that links a library patron's name with materials requested or borrowed or with a specific subject about which the patron has requested information or materials; data in applications for borrower cards, other than the name of the borrower; data contributed to a historical records repository operated by the City, if the data was contributed by private persons under an agreement that restricts access or if access would significantly endanger the physical or organizational integrity of the data are private data on individuals.

Lodging Tax Data
CLASSIFICATION(S): Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.495
DESCRIPTION OF DATA: Data, other than basic taxpayer identification data, collected from taxpayers under a lodging tax ordinance are nonpublic data.

Municipal Bonds Register Data
CLASSIFICATION(S): Private/Nonpublic
GOVERNING STATUTE: Minn. Stat. §§ 13.202, subd. 12, 475.55, subd. 6

DESCRIPTION OF DATA: Data with respect to the ownership of municipal obligations are nonpublic data or private data on individuals.

Municipal Self-insurer Claims
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 13.202, subd. 9(a), 471.617, subd. 5
DESCRIPTION OF DATA: Data about individual claims or total claims made by an individual under a self-insured health benefit plan of a municipality are private.

Parking Space Leasing Data
CLASSIFICATION(S): Private/Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.37
DESCRIPTION OF DATA: The following data on an applicant for or lessee of a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, work telephone number and location of the parking space are classified as nonpublic data with regard to data not on individuals and as private data with regard to data on individuals.

Registered Voter Lists
CLASSIFICATION(S): Confidential/Public
GOVERNING STATUTE: Minn. Stat. §§ 13.607, subd. 6; 201.091
DESCRIPTION OF DATA: The information contained in the master list of registered voters may only be made available to public officials for purposes related to election administration, jury selection, and in response to a law enforcement inquiry concerning a violation of or a failure to comply with any criminal statute or state or local tax statute.

Security Service Data
CLASSIFICATION(S): Nonpublic/Private/Public
GOVERNING STATUTE: Minn. Stat. §§ 13.861, 13.37 and 13.82, subd. 2, 3 and 6.
DESCRIPTION OF DATA: Data collected, created, or maintained by a security service for the purpose of providing security services to the City that are similar to the data described as request for service data and response or incident data in Minnesota Statutes Section 13.82, subdivision 3 and 6 are public. If personnel of a security service make a citizen's arrest, then any security service data that are similar to the data described as arrest data in Minnesota Statutes Section 13.82, subdivision 2 are public. If a security service participates in but does not make an arrest, it shall, upon request, provide data that identify the arresting law enforcement agency. All other security service data are nonpublic.

Social Recreational Data
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. § 13.548
DESCRIPTION OF DATA: For individuals enrolling in recreational or other social programs: name, address, telephone number, any other data that identifies the individual, and any data which describes the health or medical condition of the individual, family

relationships, living arrangements, and opinions as to the emotional makeup or behavior of an individual are classified as private.

Solid Waste Collector Customer Lists
CLASSIFICATION(S): Private/Nonpublic
GOVERNING STATUTE: Minn. Stat. §§ 13.7411, subd. 4 (d), 115A.93, subd. 5
DESCRIPTION OF DATA: Customer lists provided to the City by solid waste collectors are private data on individuals or nonpublic data with regard to data not on individuals.

Transportation Service Data
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. § 13.72, subd. 10
DESCRIPTION OF DATA: Personal, medical, financial, familial, or locational information data pertaining to applicants for or users of services providing transportation for the disabled or elderly are private.

COMMUNITY DEVELOPMENT

Appraisal Data
CLASSIFICATION(S): Confidential/Protected Nonpublic/Public
GOVERNING STATUTE: Minn. Stat. § 13.44, subd. 3
DESCRIPTION OF DATA: Estimated or appraised values of property that are made by the City or by an independent appraiser acting for the City for the purpose of selling or acquiring land through purchase or condemnation are classified as confidential data on individuals or protected nonpublic data. However, this data becomes public at the discretion of the City Council, determined by majority vote of the City's governing body. Appraised values of property that are made by appraisers working for fee owners or contract purchasers who have received an offer to purchase their property from a government entity are classified as private data on individuals or nonpublic data. Appraisal data made confidential or nonpublic become public when the data are submitted to a court appointed condemnation commissioner, the data are presented in court in condemnation proceedings or the parties enter into an agreement for the purchase and sale of the property.

Award Data
CLASSIFICATION(S): Private/Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.48
DESCRIPTION OF DATA: Financial data on business entities submitted to the City for the purpose of presenting awards to business entities for achievements in business development or performance are private data on individuals or nonpublic data.

Benefit Data
CLASSIFICATION(S): Private/Public
GOVERNING STATUTE: Minn. Stat. § 13.462
DESCRIPTION OF DATA: Data on individuals collected or created when an individual seeks information about becoming, is or was an applicant for or a recipient of benefits or

services provided under any housing, home ownership, rehabilitation and community action agency, Head Start, or food assistance programs administered by the City are private data on individuals with the exception of the names and addresses of applicants for and recipients of the benefits, which are classified as public data on individuals.

Housing Agency Data
CLASSIFICATION(S): Confidential / Private / Protected Nonpublic / Nonpublic / Public
GOVERNING STATUTE: Minn. Stat. § 13.585
DESCRIPTION OF DATA: Correspondence between the housing agency and agency's attorney containing data on individuals collected as part of an active investigation undertaken for the purpose of the commencement or defense of potential or actual litigation; initiation of lease terminations and eviction actions; admission denial hearings concerning prospective tenants; commencement of actions against independent contractors of the agency; and tenant grievance hearings are classified as confidential data. Correspondence between the housing agency and the agency's attorney containing data not on individuals collected as part of an active investigation undertaken for the purpose of the commencement or defense of potential or actual litigation are classified as protected nonpublic data. Income information on individuals collected and maintained to determine property tax classification eligibility is private data on individuals. Data pertaining to negotiations with property owners regarding the purchase of property are classified as nonpublic data.

Property Complaint Data
CLASSIFICATION(S): Confidential
GOVERNING STATUTE: Minn. Stat. § 13.44, subd. 1
DESCRIPTION OF DATA: Data that identifies individuals who register complaints concerning violations of state laws or local ordinances concerning the use of real property are classified as confidential data.

Redevelopment Data
CLASSIFICATION(S): Private/Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.59
DESCRIPTION OF DATA: Names and addresses of individuals and the legal descriptions of property owned by individuals, when collected in surveys of individuals conducted by the City or Housing and Redevelopment Authority for the purposes of planning, development, and redevelopment are classified as private data. Names and addresses of businesses and the legal descriptions of business properties and the commercial use of the property to the extent the disclosure of the use would identify a particular business are nonpublic data.

PERSONNEL

Employee Drug and Alcohol Tests
CLASSIFICATION(S): Confidential/Private
GOVERNING STATUTE: Minn. Stat. §§ 13.7905, subd. 5(c), 181.954, subd. 2 and 3

DESCRIPTION OF DATA: Test results and other information acquired in an employee drug and alcohol testing process are private data on individuals.

Employment and Training Data
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. § 13.47
DESCRIPTION OF DATA: Data on individuals collected, maintained, used, or disseminated because an individual applies for, is currently enrolled in, or has been enrolled in employment and training programs funded with federal, state or local resources are private data on individuals.

Examination Data
CLASSIFICATION(S): Private/Confidential
GOVERNING STATUTE: Minn. Stat. § 13.34
DESCRIPTION OF DATA: Data consisting solely of testing or examination materials or scoring keys used solely to determine individual qualifications for appointment or promotion, the disclosure of which would compromise the objectively or fairness of the testing or examination process are classified as nonpublic, except pursuant to court order.

Human Rights Data
CLASSIFICATION(S): Confidential/Private/Protected Nonpublic/Public
GOVERNING STATUTE: Minn. Stat. §§ 13.552, 363A.28 and 363A.35
DESCRIPTION OF DATA: Data maintained by the human rights department of the City. Human rights investigative data contained in an open case file are confidential data on individuals or protected nonpublic data. The name and address of the charging party and respondent, factual basis of the allegations, and the statute under which the action is brought are private data on individuals or nonpublic data but are accessible to the charging party and the respondent. Human rights investigative data contained in a closed case file are private data on individuals or nonpublic data. The name and address of the charging party and respondent, factual basis of the allegations, the statute under which the action is brought, the party of the summary of the investigation that does not contain identifying data on a person other than the complainant or respondent and the commissioner's memorandum determining whether probable cause has been shown are public data.

Labor Relations Information
CLASSIFICATION(S): Private/Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.37
DESCRIPTION OF DATA: Management positions on economic and noneconomic items that have not been presented during the collective bargaining process or interest arbitration, including information specifically collected or created to prepare the management position is classified as nonpublic data with regard to data not on individuals and as private data with regard to data on individuals.

Personnel and Employment Data
CLASSIFICATION(S): Private/Public
GOVERNING STATUTE: Minn. Stat. § 13.43.

DESCRIPTION OF DATA: Certain government data on individuals maintained because the individual is or was an employee of or an applicant for employment by, performs services on a voluntary basis for, or acts as an independent contractor with the City are public data as set forth in Minnesota Statutes Section 13.43, subdivision 2. All other personnel data is private data on individuals but may be released pursuant to a court order or an order of the Bureau of Mediation Services or Public Employment Relations Board. Data pertaining to an employee's dependents are private data on individuals. The City shall also disclose personnel data (except Social Security numbers) to labor unions to the extent necessary to conduct elections, investigate and process grievances, and to implement the provisions of chapters 179 and 179A. Home addresses, personal phone numbers and email addresses, dates of birth, and communications between union representatives and members, prospective members, and nonmembers are private data.

Public Safety Peer Counseling and Critical Incident Stress Management Data
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 13.43, subd. 9, 181.9731, 181.9732
DESCRIPTION OF DATA: Data acquired by a peer support counselor in public safety peer counseling or data acquired by a critical incident stress management team member providing critical incident stress management services. "Public safety peer counseling" means a session or sessions led by a peer support counselor held for an emergency service provider (peace officers, correctional officers, probation officers, supervision agents, firefighters, rescue squad members, dispatchers, hospital or emergency medical clinic personnel, a person who provides emergency medical services for a Minnesota licensed ambulance service, forensic science professional, or other person involved with public safety emergency services, either paid or volunteer) who experienced an occupation-related trauma, illness, or stress develop skills and strategies to better understand, cope with, and process emotions and memories tied to the trauma, illness, or stress. This includes group sessions led by a peer support counselor, one-to-one contact with a peer support counselor, and meetings with a peer support counselor to obtain referrals to appropriate mental health or community support services. "Critical incident stress management services" means consultation, risk assessment, education, intervention, and other crisis intervention services provided by a critical incident stress management team or critical incident stress management team member to an emergency service provider affected by a critical incident. The data shall not be disclosed to third parties as it is classified as private data. Exceptions include when disclosure: (1) is necessary to prevent harm to self by the recipient of the services or to prevent the person from harming someone else; (2) is required by mandatory reporting laws; (3) is authorized by the person who received services and the person provides written consent; (4) is authorized by the living spouse or estate administrator of a deceased person who received services; or (5) is required under limited circumstances related to testimony.

Salary Benefit Survey Data
CLASSIFICATION(S): Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.435
DESCRIPTION OF DATA: Salary and personnel benefit survey data purchased from consulting firms, nonprofit corporations or associations or obtained from employers with

the written understanding that the data shall not be made public are classified as nonpublic data.

PUBLIC SAFETY

911 Emergency Telephone Service
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 13.202, subd. 6, 403.07, subd. 3 and 4
DESCRIPTION OF DATA: Names, addresses and telephone numbers provided to a 911 system are private data subject only to public safety exceptions.

Ambulance Service Data
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 13.381, subd. 12, 144E.123
DESCRIPTION OF DATA: Ambulance reports/pre-hospital medical care data are private data on individuals.

Arson Investigation
CLASSIFICATION(S): Confidential/Public
GOVERNING STATUTE: Minn. Stat. §§ 13.6905, subd. 26, 299F.055 and 299F.056
DESCRIPTION OF DATA: Data received pursuant to the Arson Reporting Immunity Law, Minnesota Statutes Sections 299F.052 to 299F.057 by an authorized person or insurance company shall be confidential data until its release is required pursuant to a criminal or civil proceeding.

Child Abuse Report Records
CLASSIFICATION(S): Confidential/Private
GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 6 (b), 13.82, subd. 8 and 9, 626.556, Minnesota Statutes Chapter 260E
DESCRIPTION OF DATA: Active or inactive investigative data that identify a victim of child abuse or neglect reported under Minnesota Statutes Section 626.556 are private data on individuals. Active or inactive investigative data that identify a reporter of child abuse or neglect under Minnesota Statutes Section 626.556 are confidential data on individuals, unless the subject of the report compels disclosure under Minnesota Statutes Section 626.556, subd. 11. Investigative data that become inactive and that relate to the alleged abuse or neglect of a child by a person responsible for the child's care, as defined in Minnesota Statutes Section 626.556, subdivision 2, are private data. Various child maltreatment classifications and requirements re-organized under Minnesota Statutes Chapter 260E.

Corrections and Detention Data
CLASSIFICATION(S): Confidential/Private/Public
GOVERNING STATUTE: Minn. Stat. § 13.85
DESCRIPTION OF DATA: Data on individuals created, collected, used or maintained because of their lawful confinement or detainment in state reformatories, prisons and correctional facilities, municipal or county jails, lockups, work houses, work farms and all

other correctional and detention facilities are classified as private to the extent that the release of the data would either: (a) disclose medical, psychological or financial information or personal information not related to their lawful confinement or detainment or (b) endanger an individual's life. Corrections and detention data are confidential to the extent that the data would (a) endanger an individual's life, (b) endanger the effectiveness of an investigation authorized by statute relating to the enforcement of rules or law, (c) identify a confidential informant, or (d) clearly endanger the security of any institution or its population.

Crime Victim Notice of Release
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 5 (a), 611A.06
DESCRIPTION OF DATA: All identifying information regarding a crime victim, including a victim's request for notice of release and a notice of release made pursuant to Minnesota Statutes Section 611A.06 is classified as private data on individuals.

Criminal Gang Investigative Data System
CLASSIFICATION(S): Confidential
GOVERNING STATUTE: Minn. Stat. §§ 13.6905, subd. 14, 299C.091
DESCRIPTION OF DATA: Data in the criminal gang investigative data system are confidential data on individuals as defined in Minnesota Statutes Section 13.02, subdivision 3, but are accessible to law enforcement agencies and may be released to the criminal justice agencies.

Criminal History Data
CLASSIFICATION(S): Private / Public
GOVERNING STATUTE: Minn. Stat. § 13.87
DESCRIPTION OF DATA: Criminal history data maintained by agencies, political subdivisions and statewide systems are classified as private, pursuant to Minnesota Statutes Section 13.02, subdivision 12, except that the data created, collected or maintained by the Bureau of Criminal Apprehension that identify an individual who was convicted of a crime, the offense of which the individual was convicted, associated court disposition and sentence information, controlling agency and confinement information are public data for 15 years following the discharge of the sentence imposed for that offense.

Data on Videotape Consumers
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 325I.02, subd. 2, 13.487, subd. 3
DESCRIPTION OF DATA: Personally identifiable information concerning a videotape consumer that a law enforcement agency obtains in connection with an action commenced by the videotape seller or provider to collect fines for overdue or unreturned videotapes or collection for unpaid videotapes shall be maintained by the City as investigative data under Minnesota Statutes Section 13.82, except that when the investigation becomes inactive, the information is private data on individuals.

Diversion Program Data
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 13.6905, subd. 18, 299C.46, subd. 5
DESCRIPTION OF DATA: Names and identifying data concerning diversion program participants that are maintained in the criminal justice information system are private data.

Domestic Abuse Data
CLASSIFICATION(S): Confidential/Public
GOVERNING STATUTE: Minn. Stat. § 13.80
DESCRIPTION OF DATA: Data on individuals collected, created, received or maintained by the Police Department pursuant to the Domestic Abuse Act, Minnesota Statutes Section 518B.01 are classified as confidential data, pursuant to Minnesota Statutes Section 13.02, subdivision 3, until a temporary court order made pursuant to subdivisions 5 or 7 of Minnesota Statutes Section 518B.01 is executed or served upon the data subject who is the respondent to the action.

E-Charging Data
CLASSIFICATION(S): Private/Nonpublic, Confidential/Protected Nonpublic
GOVERNING STATUTE: Minn. Stat. § 13.871, subd. 11 and 299C.41.
DESCRIPTION OF DATA: Credentialing data is private or nonpublic data. Auditing data and workflow and routing data are classified as provided by other law.

EMT or First Responder Misconduct Data
CLASSIFICATION(S): Confidential/Protected Nonpublic
GOVERNING STATUTE: Minn. Stat. §§ 13.383, subd. 2, 144E.305, subd. 3.
DESCRIPTION OF DATA: Reports of emergency medical technicians, emergency medical technicians-intermediate, emergency medical technicians-paramedic or first responder's misconduct are considered to be confidential or protected nonpublic while an investigation is active. Except for the Emergency Medical Services Regulatory Board's final determination, all communications or information received by or disclosed to the Board relating to disciplinary matters of any person or entity subject to the Board's regulatory jurisdiction are confidential and privileged and any disciplinary hearing shall be closed to the public.

Firearms Data
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. § 13.87, subd. 2
DESCRIPTION OF DATA: Data about the purchase or transfer of firearms and applications for permits to carry firearms are classified as private.

Hazardous Substance Emergency
CLASSIFICATION(S): Nonpublic
GOVERNING STATUTE: Minn. Stat. §§ 13.6905, subd. 27, 299F.095 and 299F.096, subd. 1

DESCRIPTION OF DATA: Data contained in hazardous materials notification reports made pursuant to Minnesota Statutes Sections 299F.091 to 299F.099 are classified as nonpublic.

Health Data
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. § 13.3805, subd. 1
DESCRIPTION OF DATA: Data on individuals created, collected, received or maintained by the City relating to the identification, description, prevention, and control of disease or as part of an epidemiologic investigation designated by the commissioner of health as necessary to analyze, describe or protect the public health are private data on individuals..

Integrated Search Service Data
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. § 13.873
DESCRIPTION OF DATA: Data on individuals stored on one or more databases maintained by criminal justice agencies and accessible through the integrated search service operated by the Bureau of Criminal Apprehension are private.

Investigative Detention Data
CLASSIFICATION(S): Confidential
GOVERNING STATUTE: Minn. Stat. § 13.86
DESCRIPTION OF DATA: Data created, collected, used or maintained by the City jail or detention facility that, if revealed, would identify an informant who provided information about suspected illegal activities and is likely to subject the informant to physical reprisals by others are confidential.

Law Enforcement Data
CLASSIFICATION(S): Private/Confidential/Public/Non Public
GOVERNING STATUTE: Minn. Stat. §§13.82, 259.10, subd. 2
DESCRIPTION OF DATA: Certain arrest data, request for service data, and response or incident data are public data.

An audio recording of a call placed to a 911 system for the purpose of requesting service for law enforcement, fire or medical emergency is private data on individuals, except that a written transcript of the audio recording is public, unless it reveals the identity of an individual otherwise protected under Minnesota Statutes Section 13.82, subdivision 17.

Criminal investigative data collected or created by a law enforcement agency in order to prepare a case against a person for the commission of a crime or other offense for which the agency has primary investigative responsibility is confidential or protected nonpublic while the investigation is still active. Inactive investigation data is public unless the release of the data would jeopardize another ongoing investigation or would reveal the identity of individuals protected under Minnesota Statutes Section 13.82, subdivision 17.

A law enforcement agency may make any data classified as confidential or protected nonpublic pursuant to Minnesota Statutes Section 13.82, subdivision 7 or as private or nonpublic under Minnesota Statutes Section 13.825 or Minnesota Statutes Section 626.19 accessible to any person, agency, or the public if the agency determines that the access will aid the law enforcement process, promote public safety, or dispel widespread rumor or unrest.

Images and recordings, including photographs, video, and audio records, which are part of inactive investigative files and which are clearly offensive to common sensibilities are classified as private or nonpublic data, provided that the existence of the images and recordings shall be disclosed to any person requesting access to the inactive investigative file.

Data on court records relating to name changes under Minnesota Statutes Section 259.10, subdivision 2 which is held by a law enforcement agency is confidential data on an individual while an investigation is still active and is private data on an individual when the investigation becomes inactive.

Data in arrest warrant indices are classified as confidential data until the defendant has been taken into custody, served with a warrant or appears before the court, except when the law enforcement agency determines that the public purpose is served by making that information public.

Data that uniquely describe stolen, lost, confiscated or recovered property are classified as either private data on individuals or nonpublic data depending on the content.

Financial records of a program that pays rewards to informants are protected nonpublic data in the case of data not on individuals or confidential data in the case of data on individuals.

Data on registered criminal offenders as described in Minnesota Statutes Section 243.166 are private data on individuals.

Data included in a missing children bulletin distributed pursuant to Minnesota Statutes Section 299C.54 are public data.

Data that reflect deliberative processes or investigative techniques of law enforcement agencies are confidential data on individuals or protected nonpublic data, provided that information, reports, or memoranda that have been adopted as the final opinion or justification for a decision of a law enforcement agency are public data.

Booking photographs are public data.

Data that would reveal the identity of persons who are customers of a licensed pawnbroker, secondhand goods dealer or a scrap metal dealer are private data on individuals. Data

describing the property in a regulated transaction with a licensed pawnbroker, secondhand goods dealer or a scrap metal dealer are public.

Investigative data that become inactive that consist of a person's financial account number or transaction numbers are private or nonpublic data.

The existence of all technology maintained by a law enforcement agency that may be used to electronically capture an audio, video, photographic, or other record of the activities of the general public, or of an individual or group of individuals, for purposes of conducting an investigation, responding to an incident or request for service, monitoring or maintaining public order and safety, or engaging in any other law enforcement function authorized by law is public data.

Data collected by a law enforcement agency using an unmanned aerial vehicle ("UAV") are private data on individuals or nonpublic data, subject to certain conditions and exceptions. Data collected by a UAV must be deleted as soon as possible or no later than seven days after collection unless the data is part of an active criminal investigation.

Orders for Protection, Harassment Restraining Orders, and No Contact Orders
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 13 and 299C.46, subd. 6
DESCRIPTION OF DATA: Data from orders for protection, harassment restraining orders, and no contact orders and data entered by law enforcement to assist in enforcement of those orders are private data on individuals. Data about the offender can be shared with the victim for purposes of enforcement of the order.

Peace Officer Discipline Procedures
CLASSIFICATION(S): Confidential/Private/Public
GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 6(o), 626.89, subd. 6, 13.43, and 626.8457, subd. 3
DESCRIPTION OF DATA: Investigative report made by a law enforcement agency in connection with a peace officer disciplinary matter; identities of confidential informants in such matters; identities of witnesses expected to testify in disciplinary hearings. Certain data must be reported to the Minnesota Board of Police Officer Standards and Training ("POST Board"). City must disclose confidential data when the POST Board specifies the particular data are necessary to fulfill its investigatory obligations within its regulatory authority.

Peace Officer Records on Juveniles
CLASSIFICATIONS(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 13.875, subd. 2, 260B.171, subd. 5.
DESCRIPTION OF DATA: Peace officers' records of children who are or may be delinquent or who may be engaged in criminal acts are private data but shall be disseminated pursuant to Minnesota Statutes Section 260B.171, subdivision 5.

Reports of Gunshot Wounds
CLASSIFICATION(S): Confidential
GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 6 (a), 626.53
DESCRIPTION OF DATA: A report made by a health professional concerning a wound or injury arising from or caused by discharge of a firearm or inflicted by the perpetrator of a crime using a dangerous weapon other than a firearm is confidential.

Safe at Home Program Participants
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 13.805 and 5B.07, subd. 1(b).
DESCRIPTION OF DATA: Identity and location data on a Safe at Home program participant not otherwise classified by law are private data. "Program participant" means an individual certified as a program participant under Minnesota Statutes Section 5B.03. "Identity and location data" means any data used to identify or physically locate a program participant, including but not limited to the program participant's name, residential address, work address, and school address, and that is collected received or maintained prior to the date a program participant's certification expires, or notice of withdrawal from the participant. Private or confidential identity and location data on a program participant who submits a notice in writing that the participant is certified in the Safe at Home address confidentiality program may not be shared with any other government entity or disseminated to any person unless 1) the program participant has expressly consented in writing to sharing the dissemination of the data for the purpose in which the sharing will occur; 2) the data are subject to dissemination pursuant to a court order; 3) the data are subject to sharing pursuant to Minnesota Statutes Section 5B.07, subdivision 2; 4) the location data related to county of residence are needed to provide public assistance or other government services, or to allocate financial responsibility for the assistance or services; 5) the data are necessary to perform a government entity's health, safety, or welfare functions, including the provision of emergency 911 services, the assessment and investigation of child or vulnerable adult abuse or neglect, or the assessment or inspection of services or locations for compliance with health, safety, or professional standards; or 6) the data are necessary to aid an active law enforcement investigation of the program participant. Regardless of whether certification has been submitted, the City must accept the address designated by the Secretary of State as a program participant's address, and is subject to the requirements contained in Minnesota Statutes Section 5B.05.

Sex Offender HIV Tests
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 5(b), 611A.19, subd. 2
DESCRIPTION OF DATA: Results of HIV tests of sex offenders are private and must be handled in accordance with Minnesota Statutes Section 611A.19.

Sexual Assault Crime Victims
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 3(e), 609.3471
DESCRIPTION OF DATA: Data that specifically identifies a victim who is a minor, in records or reports relating to petitions, complaints or indictments made are private data, if

related to any of the following offenses: solicitation/inducement/promotion of prostitution, sex trafficking, criminal sexual predatory conduct, and criminal sexual conduct in the first, second, third or fourth degrees.

Undercover Buy Fund
CLASSIFICATION(S): Confidential/Private/Public
GOVERNING STATUTE: Minn. Stat. §§ 13.6905, subd. 13, 299C.065, subd. 4
DESCRIPTION OF DATA: An application to the Commissioner of Public Safety for a grant pursuant to Minnesota Statutes Section 299C.065 is a confidential record. Information within investigative files that identifies or could reasonably be used to ascertain the identity of assisted witnesses, sources or undercover investigators is a confidential record. A report at the conclusion of an investigation is a public record, except that information in a report pertaining to the identity or location of an assisted witness is private data.

Use of Motor Vehicle to Patronize Prostitutes
CLASSIFICATION(S): Private/Public
GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 3 (c) and 609.324, subd. 5
DESCRIPTION OF DATA: A notation in a driving record that the driver has used a motor vehicle to patronize prostitutes is classified as private data on individuals, but is accessible for law enforcement purposes. If the person has previously been convicted of a violation of Minnesota Statutes Section 609.322, the notation is public data.

Videotapes of Child Abuse Victims
CLASSIFICATION(S): Private / Confidential
GOVERNING STATUTE: Minn. Stat. §§ 13.821, 611A.90
DESCRIPTION OF DATA: An individual subject of data may not obtain a copy of a videotape in which a child victim or alleged victim is alleging, explaining, denying, or describing an act of physical or sexual abuse without a court order under Minnesota Statutes Sections 13.03, subdivision 6 or 611A.90.

Visa Eligibility Data
CLASSIFICATION(S): Private
GOVERNING STATUTE: Minn. Stat. § 611A.95
DESCRIPTION OF DATA: Data provided to a local law enforcement agency for the purposes of certification for "U nonimmigrant status" (or "U visa"). U nonimmigrant status is for victims of certain crimes who have suffered mental or physical abuse and are helpful to law enforcement or government officials in the investigation or prosecution of criminal activity. Local law enforcement agencies must not disclose the immigration status of victims of certain criminal activity as described by the federal Immigration and Nationality Act, except to comply with a federal law or legal process or when given authority by the victim or the victim's legal representative requesting certification.

Vulnerable Adult Report Records
CLASSIFICATION(S): Private / Confidential
GOVERNING STATUTE: Minn. Stat. §§ 13.871, subd. 6 (l), 626.557, subd. 12(b).

DESCRIPTION OF DATA: Data contained in reports made pursuant to Minnesota Statutes Section 626.557 of possible incidents of maltreatment of vulnerable adults and identities of individuals making such reports are confidential data on individuals or protected nonpublic data.

Adopted by the City of Faribault on _____, 2023.

_____
Timothy C. Murray, City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Dustin Dienst, Director of Fire and Code Services
MEETING DATE:	December 26, 2023
SUBJECT:	Approve Purchase of Enclosed Equipment Trailer

Background:

The City of Faribault is scheduled to receive $1,063,259 from the State of Minnesota for Public Safety Aid. A spending plan was developed and reviewed by the City Council at the October 17, 2023 work session.

Identified in the plan was the purchase of a new equipment trailer. This trailer was scheduled to be purchased this year in the Capital Improvement Plan. Due to supply chain issues, the desired trailer was not available. In addition, the dollar amount designated in the CIP for a trailer purchase was too low. We reviewed our trailer usage and decided to look at a larger trailer that will allow us to eliminate one, and possibly two, trailers all together. The larger trailer is more expensive, so we are utilizing $9,000 from the Public Safety Fund to augment the $9,000 we had in the CIP.

This larger and lighter trailer will allow us to condense equipment from multiple trailers we currently have. In order to stay prepared for a response, we will move equipment strategically from the current trailers on to the new trailer. Once that move is complete, we will ask other City departments if they have a need for the trailer/trailers that we are retiring from service. If no other department claims it/them, we will sell it on GovDeals.

We researched trailer vendors and found the desired trailer at Stoufer Auto Trailer Sales in Madison Lake, MN. The cost of the trailer is $16,900.

Recommendation:

Purchase a Triton Aluminum Trailer from Stoufer Auto Trailer Sales for $16,900

Attachments:

1. Quote from Stoufer Trailer Sales
2. CIP Sheet for Replacement Trailer #1

Quote: City of Faribault Fire Department.

From: Stoufer Auto Trailer Golf Cart Sales
50 Walnut Ave, Po Box 385
Madison Lake MN 56063

Trailer Triton Trailers 2024 TN-VC818 Vault Series.
Link attached will look similar to it but this one is 7.6 wide.

2024 Triton Trailers Enclosed Aluminium Trailers VC-7165REB-7 7.6 X 16, 7FT INTERIOR CARGO/REC TRL (stoufersauto.com)

8.6' x 18'

- .030" Aluminum Panels
- A-Frame Tongue Design
- 16" Wall Studs w/Ceiling and Floor Cross Members
- Sealed LED Bullet Marker Lights and Stop, Turn, Tail Light Bars
- ¾" Engineered Water resistant Floor
- ⅜" Engineered Water resistant Walls
- Double Seal Door
- Side Access Door
- 1200 lbs. Tongue Jack w/Swivel Wheel
- 24" Diamond Plate
- Tongue Design for Truck Bed Clearance
- Spring Assist Ramp Door w/Angled Approach
- Two Interior LED Dome Lights (8' Wide)
- Tandem Torsion Axles (8.6 wide)
- V-Nose
- 2 x 5200 rubber torsion axles

Available Interior Height	84"
Rear Door Opening (WxH)	7' - 87x78",
Trailer Weight	2260 lb
GVWR With Brakes	9995 lb

Carrying Capacity With Brakes	7735 lb
Bed (WxL)	92x189" (Plus 31" V-Nose)
Overall Width	99"
Overall Length	281"
Hitch Height	18"
Coupler Size	2 5/16"
Standard Tires	ST225/75 R15C 5200# Axle
Rear Door Style	Ramp

Trailer Price is $16,900 you will take care of Licensing.

Time Frame is 2 month when ordered.

David Stoufer

Stoufers *Aluma* Trailer Sales
Auto Sales
Golf Car sales

P. 507-243-4080
C. 507-382-0541
50 Walnut Ave
Madison Lake MN 56063

www.stoufersauto.com

Capital Plan

2019 *thru* 2023

City of Faribault, Minnesota

Project # **FIR-E-10**

Project Name **Replacement - Trailer #1**

Type	Equipment	**Department**	Fire
Useful Life	20 years	**Contact**	Fire
Category	Equipment-Machinery/Vehicles	**Priority**	2 Medium
Capital Asset #	1570		
Unit #	TRT1		

Description

2003 United Trailer
S# 3841

Acquisition Date: 07/10/03

Justification

This trailer was acquired with a Homeland Security Grant, which stores the technical rescue equipment. The Fire Department plans to replace at the end of it's useful life in 2023.

Expenditures	2019	2020	2021	2022	2023	Total
Equipment					9,000	9,000
Total					**9,000**	**9,000**

Funding Sources	2019	2020	2021	2022	2023	Total
Capital Replacement Fund					9,000	9,000
Total					**9,000**	**9,000**

Budget Impact/Other

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Kevin Bushard, Human Resources Director
MEETING DATE:	December 26, 2023
SUBJECT:	Approve Earned Sick and Safe Time Policy

Background:

Effective January 1, 2024, the State of Minnesota is requiring all employers to adopt a policy for Earned Sick and Safe Time (ESST). The proposed City policy is attached for City Council consideration and approval.

Recommendation:

Approve the Earned Sick and Safe Time policy.

Attachments:

1. ESST Policy

Earned Sick and Safe Time (ESST) Policy

City of Faribault ('City') employees are entitled to earned sick and safe time (ESST), a form of paid leave. Employees will accrue at least one hour of earned sick and safe time for every 30 hours worked. The current sick leave policies in all contracts and compensation plans exceeds the ESST requirements and will continue to be utilized. Employees will continue to accrue sick time on a per pay period basis, up to 15 (or more depending on date of hire) days per year. For all permanent full-time and part-time employees, maximum accruals will not be changed per this policy and the law. For all Paid On-Call Firefighters and temporary employees, with the accumulation of every 30 hours worked, they will receive an hour of ESST, with a maximum accumulation of 48 hours per calendar year and 80 hours every two years.

The ESST hours for all employees will be maintained by payroll. For the permanent employees listed above, ESST will be maintained as sick time accruals and not distinguished as ESST. There will not be a limit to the usage of sick time for ESST. Paid On-Call Firefighters and temporary employee's accrual maximum will be as listed above.

Until a new payroll system is in place, all ESST hours will be kept with payroll. Employees may request to see or be given their accrual balances. ESST will be paid at the same hourly rate of the employee.

Employees are not required to seek or find a replacement for their shift to use ESST. They may use ESST for all or part of a shift, depending on the need. ESST can be used for:

- An employee's mental or physical illness, treatment or preventive care;
- The mental or physical illness, treatment or preventive care of an employee's family member;
- Absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- Closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- When determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

Notifying employer, documentation

For all permanent employees listed, notification of use of sick time will follow contracts or compensation agreement. For others using the ESST the City will require the employees to provide up to seven days of advance notice when possible (for example, when an employee has a medical appointment scheduled in advance). The City will also require the employees using ESST to provide certain documentation regarding the reason for their use of ESST if they use it for more than three consecutive days. If an employee plans to use ESST for an appointment, preventive care or another permissible reason but are unable to give full advance notice, they must inform their supervisor, by phone or text, as far in advance as possible, but, at a minimum, 30 minutes prior to the start of their scheduled shift.

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Paul J Peanasky, Parks and Recreation Director
MEETING DATE:	December 26, 2023
SUBJECT:	Approve Purchase of Toro Toolcat for Parks and Recreation Department and Revise CIP

Background:

The 2024 CIP has $70,000 budgeted to purchase a replacement Toro Toolcat for the Parks Department. We received a quote from MTI Distribution for a 2024 Toro Toolcat at a cost of $73,456.15 (this quote is the Minnesota State Contract price). The delivery of the equipment will not occur until 2024, but we are looking to order it in 2023 ahead of the 2024 price increase.

Contrary to the approved 2024 CIP, in which this purchase was to be a replacement of an older piece of equipment, we are requesting to retain the older Toolcat at this time, due to the amount of use the Toolcats get (the Toolcat is the most used piece of equipment in the Parks Department and are also being used at times by Public Works). As this quote is over the approved budget, a Budget Revision is also attached as part of the approval action.

If the Council is not supportive of adding another piece of equipment to the parks maintenance "fleet" at this time, then this item should be pulled for discussion and separate action taken (to either deny, or to approve with the requirement that the existing equipment be traded in).

Recommendation:

Approve the quote from MTI Distributing to purchase a 2024 Toro Toolcat for the Parks Department at a cost of $73,456.15.

Attachments:

1. Toro Toolcat Quote
2. CIP - Toolcat
3. Budget Revision - Toolcat

3021 W 133rd St • Shakopee, MN 55379 • 952-445-6310
6140 Hwy 10 NW • Anoka, MN 55303 • 763-323-1720
23580 Hwy 55 • Loretto, MN 55357 • 763-479-8200
www.lanoequip.com • www.lanoeq.com • www.lanogardengear.com

SALES CONTRACT

Quote: 01-169266
Date: 10/31/2023

PO: PARK AND REC
CustId: CITYFARIBA

Cust Email: kwalker@ci.faribault.mn.us
Phone: (507) 334-2222
Salesperson: RileyN
User: RileyN

Bill To:
CITY OF FARIBAULT
1200 BELLVIEW TRAIL
FARIBAULT, MN 55021

Ship To:
CITY OF FARIBAULT

NEEDS TO BE INVOICED AFTER THE FIRST OF THE YEAR, PROCEED WITH THE ORDER

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
UW56HA/CPB T4 / NEW	QU	**Bobcat UW56HA/CPB T4 Yr: 2024**	1.0000		$77,458.00		
		BOB - BOBCAT TC,HI-FLO,A/C,PB,DL,DLX PKG,KEYLESS,T					
		Line Discount: 15.00%			($11,618.70)		
		Total UW56HA/CPB T4 / NEW					$65,839.30
M1225-R08-C02	QU	**Bobcat M1225-R08-C02**	1.0000		$255.00		
		BOB - ATTACHMENT CONTROL					
		Line Discount: 15.00%			($38.25)		
		Total M1225-R08-C02					$216.75
M1225-P01-C01	QU	**Bobcat M1225-P01-C01**	1.0000		$2,955.00		
		BOB - DELUXE ROAD PACKAGE					
		Line Discount: 15.00%			($443.25)		
		Total M1225-P01-C01					$2,511.75
M1225-R07-C02	QU	**Bobcat M1225-R07-C02**	1.0000		$100.00		
		BOB - HEAVY DUTY BATTERY					
		Line Discount: 15.00%			($15.00)		
		Total M1225-R07-C02					$85.00
M1225-R03-C02	QU	**Bobcat M1225-R03-C02**	1.0000		$1,736.00		
		BOB - HIGH FLOW PACKAGE					
		Line Discount: 15.00%			($260.40)		
		Total M1225-R03-C02					$1,475.60
M1225-A01-C04	QU	**Bobcat M1225-A01-C04**	1.0000		$215.00		
		BOB - INTERIOR TRIM PACKAGE					
		Line Discount: 15.00%			($32.25)		
		Total M1225-A01-C04					$182.75
M1225-R15-C02	QU	**Bobcat M1225-R15-C02**	1.0000		$565.00		
		BOB - RADIO OPTION					
		Line Discount: 15.00%			($84.75)		
		Total M1225-R15-C02					$480.25
M1225-R14-C03	QU	**Bobcat M1225-R14-C03**	1.0000		$1,150.00		
		BOB - POWER BOB-TACH					
		Line Discount: 15.00%			($172.50)		
		Total M1225-R14-C03					$977.50
M1225-R16-C02	QU	**Bobcat M1225-R16-C02**	1.0000		$605.00		
		BOB - TRACTION CONTROL					

3021 W 133rd St • Shakopee, MN 55379 • 952-445-6310
6140 Hwy 10 NW • Anoka, MN 55303 • 763-323-1720
23580 Hwy 55 • Loretto, MN 55357 • 763-479-8200
www.lanoequip.com • www.lanoeq.com • www.lanogardengear.com

SALES CONTRACT

Quote: 01-169266
Date: 10/31/2023

PO: PARK AND REC
CustId: CITYFARIBA

Cust Email: kwalker@ci.faribault.mn.us
Phone: (507) 334-2222
Salesperson: RileyN
User: RileyN

Bill To:
CITY OF FARIBAULT
1200 BELLVIEW TRAIL
FARIBAULT, MN 55021

Ship To:
CITY OF FARIBAULT

		Line Discount: 15.00%		($90.75)		
		Total M1225-R16-C02				**$514.25**
M1225-R20-C01	**QU**	**Bobcat M1225-R20-C01**	**1.0000**	**$375.00**		
		BOB - REARVIEW CAMERA				
		Line Discount: 15.00%		($56.25)		
		Total M1225-R20-C01				**$318.75**
M1225-A01-C02	**QU**	**Bobcat M1225-A01-C02**	**1.0000**	**$145.00**		
		BOB - BLOCK HEATER				
		Line Discount: 15.00%		($21.75)		
		Total M1225-A01-C02				**$123.25**
M1225-R05-C05	**QU**	**Bobcat M1225-R05-C05**	**1.0000**	**$860.00**		
		BOB - 29 X 12.5, 8 PR, TURF TIRE				
		Line Discount: 15.00%		($129.00)		
		Total M1225-R05-C05				**$731.00**
					Total:	**$73,456.15**

Totals

Sub Total:	**$73,456.15**
Total Tax:	**$0.00**
Invoice Total:	**$73,456.15**

Signature:_____

Purchaser hereby grants Lano Equipment, Inc. a purchase money security interest in all of the above described items. A 15% restocking charge will be made on all returned goods. Parts returned within 30 days must be accompanied by this invoice. Purchaser hereby agrees to pay Lano Equipment, Inc. all attorney's fees, court costs and other costs on collection on any and all unpaid amounts.

Project #	PAR E 24-03
Project Name	Replacement - Ice Arena Compressor
Capital Asset #	
Unit #	

Department	Parks
Contact	Parks & Recreation Director
Type	Equipment
Useful Life	5 years
Category	Equipment-Miscellaneous
Priority	1 High

Description

Replacement of the compressors at the ice arena. Request is for 1/3 of the cost from the City, 1/3 of the cost from the School District, and 1/3 cost from the Hockey Association. The Hockey Association will be responsible for the purchase of the compressor.

Justification

The current compressors are 26 years old and use R22 freon. These compressors are no longer available to purchase. In 2022, a compressor required $40,000 worth of repairs just to keep it running. We need to make the investment to keep the ice arena working for years to come.

Expenditures	2024	2025	2026	2027	2028	Total
Equipment	200,000					200,000
Total	**200,000**					**200,000**

Funding Sources	2024	2025	2026	2027	2028	Total
Capital Replacement Fund (431)	200,000					200,000
Total	**200,000**					**200,000**

Project #	PAR E 24-04
Project Name	Replacement - 2017 Toolcat #62
Capital Asset #	23288
Unit #	62

Department	Parks
Contact	Parks & Recreation Director
Type	Equipment
Useful Life	7 years
Category	Equipment-Machinery/Vehicle
Priority	1 High

Description

2017 Toolcat - Unit #62

Acquisition Date: 2017

Hours: 2,348 as of 6/21/2023

Justification

This is our most used piece of equipment. Equipment is used daily for park and trail maintenance. The City may send the old Toolcat to River Bend Nature Center.

Expenditures	2024	2025	2026	2027	2028	Total
Equipment	70,000					70,000
Total	**70,000**					**70,000**

Funding Sources	2024	2025	2026	2027	2028	Total
Equipment Certificates (2024)	70,000					70,000
Total	**70,000**					**70,000**

CITY OF FARIBAULT **REVISED BUDGET**
FUND TITLE: **DEPARTMENT:**
FUND NUMBER: **YEAR: 2024**

Fund	Department	Function	Object	Adopted Budget	Increase/ (Decrease)	Revised Budget	Reason for Change
431	45200	450	45400	$ 70,000.00	$ 3,456.15	$ 73,456.15	Not replacing a 2017 toolcat as per
						$ -	per 2024 CIP. Will continue to use.
						$ -	Purchase new unit only
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
					$ 3,456.15		

Additional Remarks:

Note: **This form MUST BALANCE.**

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

Change Requested By: _____
Department Head

Change Approved By: _____
City Administrator

Date Approved: _____

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Dustin Dienst, Director of Fire and Code Services John Sherwin, Chief of Police
MEETING DATE:	December 26, 2023
SUBJECT:	Resolution 2023-250 Accept Donations to the City of Faribault

---

Background:

Recognizing Faribault Fire Department's service to the community, Randy and Myranda Splett of Minnesota's Original Brat Dogs LLC wish to donate a portion of their earnings from the *Scary at Harry's* event held this past Halloween at Harry Brown's. They wish to donate $500 to the Fire Department.

The Faribault Police Department is responsible for providing professional law enforcement services to the city. The Police Department received a donation in the amount of $100.00 from Cedar Lake Electric in memory of Sandy McDonough and $100 from the Christiansen Family. The money will be used towards community engagement activities.

Recommendation:

Approve Resolution 2023-250

Attachments:

1. Resolution 2023-250 Accept Donations to the City of Faribault

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-250

ACCEPT DONATIONS TO THE CITY OF FARIBAULT

WHEREAS, the Faribault Fire Department is responsible for fire and life safety response in the City of Faribault and the Rural Fire District; and

WHEREAS, the Faribault Fire Department responds to emergencies, promotes fire safety, and conducts regular and specialized training to ensure superior service is provided by the Fire Department; and

WHEREAS, Randy and Myranda Splett of Minnesota's Original Brat Dogs LLC would like to make a donation to the Faribault Fire Department from a portion of their earnings from the *Scary at Harry's* event held this past Halloween; and

WHEREAS, the Faribault Police Department is responsible for providing professional law enforcement services to the City; and

WHEREAS, the Faribault Police Department received the following donations to be used towards community engagement:

$100.00 from Cedar Lake Electric in memory of Sandy McDonough
$100 from the Christiansen Family

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes the Faribault Fire Department to accept a donation of $500.00 from Randy and Myranda Splett of Minnesota's Original Brat Dogs LLC.

ALSO, BE IT RESOLVED, that the Faribault City Council authorizes the Faribault Police Department to accept the donations of $100.00 from Cedar Lake Electric in memory of Sandy McDonough and $100 from the Christiansen Family for community engagement.

Date Adopted: December 26, 2023

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:	Dustin Dienst, Director of Fire and Code Services
MEETING DATE:	December 26, 2023
SUBJECT:	Resolution 2023-251 Approve Rural Fire Association Agreement

Background:

The Faribault Fire Department's response area goes beyond our city's borders. The Fire Department covers three and one-half townships surrounding our city, making our total primary response area 120 square miles. The Fire Department and the City work together with the Rural Fire Association to provide emergency response to citizens that reside within this 120 square mile area. Representatives from the townships of Walcott, Wells, Cannon City and Warsaw make up the Rural Fire Protection Association. The City and the Rural Fire Protection Association have an agreement that covers the varied aspects of providing emergency services to the public.

A meeting to discuss proposed changes to the Rural Fire Protection Agreement was held on August 23, 2023 at the Faribault Fire Department. The current Agreement is in effect until December 31, 2023. The changes proposed were insubstantial, so we decided to meet again in December to finalize the new agreement.

On December 21, 2023, another meeting was held at the Fire Department. Those in attendance were Mayor Kevin Voracek, Councilmember Tom Spooner, City Administrator Tim Murray, Director of Fire and Code Services Dustin Dienst and members of the Rural Fire Protection Association. An agreement for the years of 2024, 2025, 2026, 2027 and 2028 was finalized and is attached.

Recommendation:

Approve the Rural Fire Protection Association Agreement

Attachments:

1. 2024-2028 Rural Fire Association Agreement
2. Resolution 2023-251 Approve Rural Fire Association Agreement

CITY OF FARIBAULT

AGREEMENT TO PROVIDE FIRE PROTECTION SERVICES TO THE RURAL FIRE PROTECTION ASSOCIATION SERVICE AREA

This agreement ("Agreement") is made and entered into this 21 day of December, 2024 by and between the City of Faribault (the "City") and the Rural Fire Protection Association (the "Association"), which is comprised of the Townships of Wells, Cannon City, Walcott and Warsaw (collectively the "Member Townships") in Rice County, Minnesota. The purpose of this Agreement is for the Association to secure the delivery of fire protection services from the City to the Association's Member Townships as hereinafter set forth. In consideration of the mutual promises and agreements contained herein, the parties do hereby agree as follows:

1. **Association Representations and Warranties**. The Association hereby represents and warrants to the City, as inducement to it to enter into this Agreement, as follows:

    a. The Member Townships have the statutory authority to contract for fire protection services;

    b. The Member Townships have established and authorized, by joint powers agreement, the Association to negotiate and enter into a single agreement on their behalf to provide fire protection services to all of the Member Townships;

    c. The Association has the authority, and is obligated by this Agreement, to collect from the Member Townships sufficient funds to pay the City the amounts required herein for the City's agreement to provide fire protection services; and

    d. The Association has the authority to enter into this Agreement and to perform its obligations as set forth herein, and that it has taken and will take all actions necessary for the exercise of that authority.

2. **Fire Protection Services**. The Association agrees to purchase, on behalf of its Member Townships, fire protection services and the City agrees to provide such services to the Association in accordance with the terms of this Agreement. The fire protection services provided by the City shall include firefighting, rescue, hazardous materials incidents and medical response services when called for through the County's joint dispatch center (collectively "Emergency Services"). The parties understand the fire department officer in charge of the particular scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and best practices, how best to allocate the available resources of the fire department under the circumstances of a given situation. Failure to provide Emergency Services because of poor weather conditions or other conditions beyond the control of the City shall not be deemed a breach of this Agreement. The parties understand and agree the City will endeavor to provide Emergency Services to the best of its ability given the circumstances, but City makes no guarantees that the services it actually provides in a given situation will meet any particular criteria or standard.

3. **Service Area**. The service area ("Service Area") in which the City shall provide Emergency Services for the Association pursuant to this Agreement is shown on the map attached hereto as Exhibit B and includes all land within the jurisdictional boundaries of the Member

Townships, except for the portion of Warsaw Township lying west of the centerline of County Road 17.

4. **Association Equipment**. The Association hereby leases to the City, as part of the consideration for the City's delivery of Emergency Services, its 2018 Midwest tender apparatus and its share of the 2019 Ford F-550 (2133) 4 x 4 fire/rescue vehicle it owns in equal shares with the City and the equipment that came with the truck when it was purchased. The Midwest tender's fire department given apparatus number is 2116. The Ford F-550 4x4 fire/rescue vehicle has been given the number 2133 by the fire department. The lease shall extend for the term of this Agreement. The City shall be responsible for storing, maintaining (including cleaning, fueling, and replacing fluids), repairing, and operating these vehicles. The Association shall be required to reimburse the City for the costs it incurs to repair (including tire replacement) the Midwest tender. Repair costs include the cost of transportation, parts, and labor. The City shall obtain the Association's consent before undertaking any repair of the Midwest tender anticipated to cost more than $5,000. The City shall provide the Association a detailed invoice for all costs to repair the Midwest tender, which the Association shall be required to pay to the City within 30 days. The City shall be responsible for the costs of repairing the Ford F-550 (2133) 4x4 Vehicle. With the exception of the Midwest tender and the F-550 Ford 4x4 vehicle, the City owns all buildings and equipment associated with the fire department and the amounts paid by the Association do not give rise to any ownership interest in, or responsibility toward, those items.

5. **Cost of Fire Protection Services**. The Association shall be required to pay the City for the calendar years of 2024, 2025 and 2026, 2027 and 2028 to provide Emergency Services to the Rural Association Service Area. The amount required to be paid to the City for Emergency Services shall be determined by the percent increase or decrease of both the Fire Administration budget and the Fire Suppression budget for that year. The percent increase shall not exceed 3.5 %. Exhibit A is attached and explains how the cost of fire protection services is calculated. Exhibit A will be updated annually when the City of Faribault budget is approved by City Council. The updated exhibit A will be provided to the Rural Fire Protection Association Board members for review.

6. **City's Responsibilities**. In addition to any other obligations described herein, the City shall:

    a. Authorize and direct the City fire department to provide the Emergency Services described herein within the Association's Service Area;

    b. Maintain records of the maintenance and use of the Midwest tender and the Ford F-550 (2133) 4x4 Vehicle and provide copies of said records to the Association annually or upon demand;

    c. Provide a report to the Association each year describing the location and nature of every call responded to in the Member Townships during the previous year. The report shall include the total number of calls responded to by the City;

    d. Notify the Association of the proposed total budget for the fire department prior to the adoption of the annual budget by the City;

e. Maintain insurance coverage for the operations of the fire department and on the fire department's vehicles and equipment, including the Midwest tender and the Ford F-550 (2133) 4x4 Vehicle. Such policies shall include coverage for damage done to the vehicles;

f. Maintain sufficient staff in its fire department to meet the reasonably foreseeable needs of the City and the Association. Levels of staffing and the number of firefighters dispatched to a call shall be determined in the sole discretion of the City in the exercise of its professional judgment; and

g. Promptly disclose to the Association any information the City can reasonably anticipate will directly affect its ability to perform its obligations under this Agreement.

7. **Association's Responsibilities**. In addition to any other obligations described herein, the Association shall:

   a. Promptly pay the City the Payment Amount as indicated above for the year of service;

   b. Collect such amounts from the Member Townships as are necessary to pay the City the required Payment Amount each year during the term of this Agreement;

   c. Promptly disclose to the City any information Association can reasonably anticipate will directly affect its ability to perform its obligations under this Agreement; and

   d. Maintain and encourage the use of the rural address system established by Rice County to facilitate prompt response to requests for assistance.

8. **Use of Vehicles**. The Midwest tender and the Ford F-550 (2133) 4x4 Vehicle shall be dispatched to calls in the Association's Service Area as appropriate, and the City's vehicles shall be dispatched as needed. The City may use the Midwest tender and the Ford F-550 (2133) 4x4 Vehicle within the City as needed.

9. **Indemnification**. The City agrees to defend and indemnify the Association against any claims brought or actions filed against the Association or any officer of the Association for injury to, death of, or damage to the property of any third person or persons, arising from the City's performance under this Agreement. Under no circumstances, however, shall the City be required to pay on behalf of itself and Association any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for the Association and the City may not be added together to determine the maximum amount of liability for the City. The intent of this subdivision is to impose on the City a limited duty to defend and indemnify the Association for claims arising out of the performance of this Agreement subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney. Nothing in this Agreement shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

10. **Meeting of Parties**. The City and the Association agree to have representatives meet and discuss the long-term funding for building improvements and capital depreciation for the fire department at such times and locations as mutually determined by the parties.

11. **Term and Termination**. The term of this Agreement shall be January 1, 2024 to December 31, 2028. The parties agree that negotiations for the extension or renewal of this Agreement shall begin after January of 2027. Either party may terminate this Agreement upon at least 90 days' written notice if the other party breaches any material terms of this Agreement including, but not limited to, the Association's failure to submit the Payment Amount to the City in a timely manner.

12. **Miscellaneous**.

    a. **Modifications**. This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this Agreement are valid unless reduced to writing, signed by both the City and the Association, and are attached hereto.

    b. **Service Contract**. This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties. To the extent a judge of competent jurisdiction does, despite the intent of the parties, determine this Agreement constitutes a joint powers agreement, joint venture, joint enterprise, or some other form of cooperative undertaking, neither of the parties hereto are accepting liability for the acts or omissions of the other and, for the purposes of determining total liability for damages, the parties hereto shall be considered a single governmental unit subject to, and the collective total liability of the parties shall not exceed, the limits on governmental liability applicable to a single governmental unit under Minnesota Statutes, section 466.04, subdivision 1 as provided in Minnesota Statutes, section 471.59, subdivision 1a.

    c. **No Third Party Rights**. This Agreement is entered into solely for the benefit of the City and the Association. While the City is providing Emergency Services to the Member Townships, the Member Townships, their residents and property owners, or any other third parties are not a party to, and shall not have any rights or remedies under, this Agreement.

    d. **Minnesota Law Governs**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Rice County, Minnesota.

    e. **Severability**. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date first written above.

CITY OF FARIBAULT

By: _____ Date: _____
Kevin F. Voracek, Mayor

By: _____ Date: _____
Timothy C. Murray
City Administrator

RURAL FIRE PROTECTION ASSOCIATION

By: _____ Date: 12-21-2023
It's President

By: Ron Wegner Date: 12-21-23
It's Vice President

By: _____ Date: 12-21-23
It's Treasurer

By: _____ Date: 12/21/23
It's Secretary

May XX, 2024

Mr. Jeff LaCanne
Rural Fire Protection Association Treasuer
19146 Roberds Lake Blvd.
Faribault, MN 55021

Dear Jeff,

The Rural Fire Protection Association has an Agreement with the City of Faribault for fire protection and emergency response for the residents of their district. The purpose of this Agreement is for the Association to secure the delivery of fire protection services from the City to the Association's member townships. The Agreement covers many aspects of emergency response and also addresses the cost of the the services provided.

Item 5 of the Agreement addreses the cost of fire protection services. For the calendar year of 2024 the amount required to be paid to the City shall be determined by the percent increase or decrease of the Fire Administration budget and the Fire Suppression budget and shall not exceed 3.5%.

Below is the calculations for the 2024 fee that will be paid to the City per the Agreement.

2023 Admin and Suppresion Budget	2024 Admin and Suppression Budget
$1,791,491.00	$2,050,504.00

2,050,504
- 1,791,491
259,013 259,013 / 1,791,491 = 14.4% increase (shall not exceed 3.5% per contract)

2023 fee = $111,748.55 x 3.5% = $3,911.20
2023 fee = $111,748.55 + $3,911.20 = $115,659.20

Fee to be paid by the Rural Fire Protection Association to the City of Faribault by July 1 is $115,659.75

If you have any questions feel free to contact me.

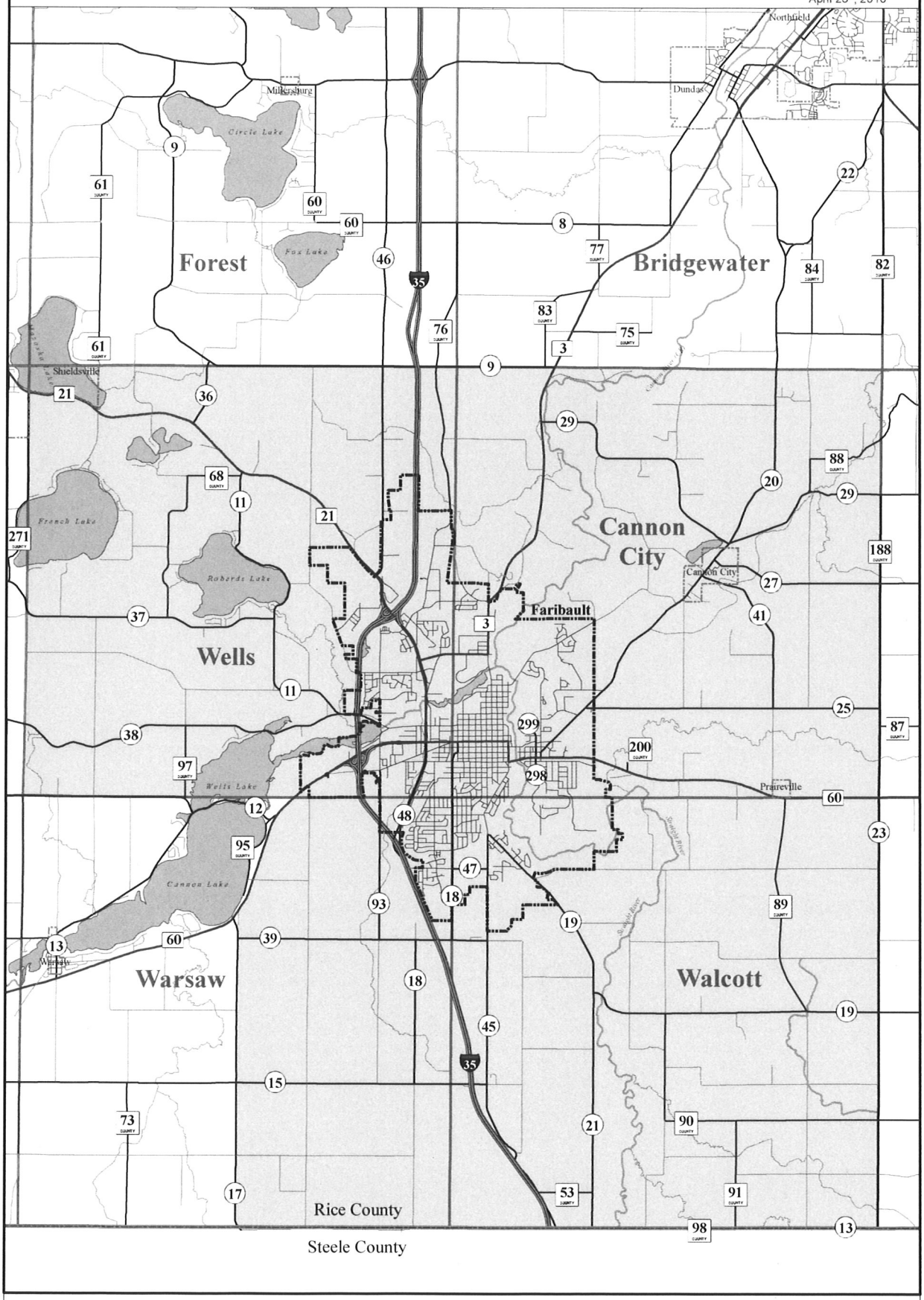
Thanks

Dustin Dienst, Faribault Fire Chief
122 2nd St. NW. Faribault, Mn 55021
507-333-0396

City of Faribault Fire District

City of Faribault

April 26th, 2010



N W E S

0 1 2 Miles

Legend

River, Stream, Lakes, Township, Faribault Fire District, Faribault City Limits

This map is updated periodically and is as current as the date of the map. The map is a representation of original data and should be used for general reference purposes.

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-251

APPROVE RURAL FIRE ASSOCIATION AGREEMENT

WHEREAS, the City of Faribault provides fire and emergency services to the Rural Fire Protection Association comprised of the Townships of Wells, Cannon City, Walcott and Warsaw in Rice County, Minnesota; and

WHEREAS, the City of Faribault and the Rural Fire Association's current agreement is scheduled to expire on December 31, 2023; and

WHEREAS the City of Faribault and the Rural Fire Protection Association wish to renew this agreement for an additional five years with a new expiration date of December 31, 2028; and

WHEREAS, a new Agreement has been prepared and mutually agreed upon by the Rural Fire Protection Association and the City of Faribault.

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby approves the new Rural Fire Protection Association Agreement and authorizes the Mayor and City Administrator to execute said Agreement.

Date Adopted: December 26, 2023

Faribault City Council

_____
Kevin F. Voracek, Mayor

ATTEST:

_____
Tim C. Murray, City Administrator

Request for Council Action

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	David Wanberg, Community and Economic Development Director
MEETING DATE:	December 26, 2023
SUBJECT:	Resolution 2023-247 Approve a Conditional Use Permit for Adaptive Reuse of an Institutional Building at 1132 6th St NW

Background:

Alee Services LLC (the "Applicant"), with the consent of Iglesia Neuva Vida En Cristo (the "Property Owner"), seeks approval of a Conditional Use Permit (CUP) for the adaptive reuse of a former religious institution in the R-2, Low-Density Residential District at 1132 6th Street NW (the "Property"). The Applicant intends to purchase and use the Property for offices and services that assist those with disabilities. The Applicant will have up to eight employees, some of whom will work full-time or part-time at the Property, while others will work from home or at client residences. The office will be open from 8:00 AM to 8:00 PM on weekdays. Roughly one evening a month, the Applicant will offer bingo or crafting events at the Property for up to 20 clients and staff.

The City's Unified Development Ordinance (the "UDO") requires the proposed use to have 15 parking spaces. The Property has no onsite parking. However, the UDO allows the Applicant to have joint parking with another property within 300 feet of the subject Property. The Lincoln Elementary School parking lot is directly across the street from the Property. The Applicant and the school district intend to enter into a joint parking agreement that allows the Applicant to satisfy its parking requirements in return for the school's ability to use the Applicant's Property for an emergency shelter if needed. If the Applicant cannot provide 15 parking spaces, the Applicant can request a variance from the parking requirements.

The Applicant does not anticipate significant exterior building renovations or site improvements. They will reface the existing signage and maintain the existing fence. The Applicant must provide an accessible parking space. If the accessible space is in the school parking lot, the Applicant must provide a crosswalk and an accessible route from the proposed

parking lot to the Applicant's Property.

After proper notice, the Planning Commission held a public hearing on December 18, 2023, to consider the Applicant's CUP request. The City received no public comments before or during the public hearing. The Planning Commission approved written findings in favor of the CUP and unanimously recommended that the City Council approve the CUP with the conditions outlined in the attached resolution. Refer to the attached Planning Commission report for additional information.

Recommendation:

Approve Resolution 2023-247 to permit a Conditional Use Permit for adaptive reuse of the former religious institution at 1132 6th Street NW, subject to conditions of approval.

Attachments:

1. Resolution 2023-247 Approve a Conditional Use Permit for Adaptive Reuse of an Institutional Building at 1132 6th St NW
2. Planning Commission Report

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2023-247

APPROVE A CONDITIONAL USE PERMIT FOR ADAPTIVE REUSE OF AN INSTITUTIONAL BUILDING AT 1132 6TH ST NW

WHEREAS, Angela Wilson, Chief Manager of Alee Services, LLC (the "Applicant"), with the consent of the property owner Iglesia Neuva Vida En Cristo (the "Owner"), submitted a conditional use permit application for the adaptive reuse of a religious institutional building at 1132 6th Street NW (the "Property"), legally described in Exhibit A of this resolution; and

WHEREAS, the Applicant intends to purchase and use the Property for offices and services that assist those with disabilities; and

WHEREAS, the City's Unified Development Ordinance (the "UDO") requires the Applicant's proposed adaptive reuse to have 15 parking spaces; and

WHEREAS, the Property currently does not have onsite parking; and

WHEREAS, if the Applicant cannot provide the required parking spaces consistent with the UDO, the Applicant must request and obtain a variance from the parking requirements; and

WHEREAS, City Staff completed a review of the application and prepared a report to the Planning Commission; and

WHEREAS, after proper notice, the Planning Commission held a public hearing on December 18, 2023, to consider the Applicant's request; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve the Applicant's conditional use permit request based on the findings outlined in Section 2-300 of the Unified Development Ordinance as follows:

1. **The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare.**

   Finding: The proposed commercial office use at this site will primarily be conducted indoors and is unlikely to cause significant traffic or noise. Peak occupancy of the Applicant's proposed use of the Property is less than 25 people, with attendees carpooling to the location. Therefore, the use will not be detrimental to the public health, safety, comfort, convenience, or general welfare.

2. **The conditional use will not be injurious to the use and enjoyment of other property in the vicinity and will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**

   Finding: The proposed commercial office use will not generate traffic, noise, or activities incompatible with nearby residential and educational uses and will not be injurious to the use and enjoyment of other nearby property. The proposed use will not impede the normal and orderly development and improvement of surrounding property for permitted uses in the district.

3. **The conditional use will be designed, constructed, operated, and maintained in a manner that is compatible in appearance with the existing or intended character of the surrounding area.**

   Finding: The Applicant proposed no exterior modifications other than a new sign to replace the building's current sign near the west entrance. Therefore, the building will remain compatible in appearance with the existing character of the surrounding area through no major visual changes.

4. The conditional use will not impose hazards or disturbing influences on neighboring properties.

Finding: The proposed commercial offices will not cause hazards or disturbing influences on neighboring properties. The proposed use for an office does not include any documented or perceived hazards or disturbing influences.

5. The conditional use will not substantially diminish the value of neighboring properties.

Finding: The proposed commercial offices will not generate significant traffic or increase noise, odor, or other off-premise impacts at the site.

6. The site is served adequately by essential public facilities and services, including utilities, access roads, drainage, police and fire protection, and schools or will be served adequately as a result of improvements proposed as part of the conditional use.

Finding: Public sewer, water, and all other applicable municipal services serve the Property.

7. Development and operation of the conditional use will not create excessive additional requirements at public cost for facilities and services and will not be detrimental to the economic welfare of the community.

Finding: The proposed commercial office will not require additional public services or facilities. It will not be detrimental to the economic welfare of the community. It will instead provide more jobs and support the community's economic welfare.

8. Adequate measures have been or will be taken to minimize traffic congestion in the public streets and to provide for adequate onsite circulation of traffic.

Finding: The proposed commercial office will not create significant traffic or parking congestion on public streets surrounding the site.

9. **The conditional use will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance to the community.**

   Finding: The proposed adaptive reuse of the former religious institution provides for the preservation and maintenance of the building. The proposed reuse of the site will not adversely affect any feature of importance to the community.

10. **The conditional use is consistent with the applicable policies and recommendations of the City's Land Use Plan or other adopted land use studies.**

    Finding: The proposed commercial office is consistent with the comprehensive plan that guides the Property as part of an established residential neighborhood use, which supports small neighborhood-compatible office uses.

11. **The conditional use, in all other respects, conforms to the applicable regulations of the district in which it is located.**

    Finding: The application conforms to the Unified Development Ordinance requirements, including uses allowed in the R-2, Low-Density Residential District, the CUP standards in Section 2-300, and the development standards listed in Section 7-30.

WHEREAS, The Planning Commission has determined that the application meets the development standards required in Section 7-30 of the Unified Development Ordinance for adaptive reuse of an institutional building as follows:

1. **The city council shall find before granting a conditional use permit for an adaptive reuse that the long-term benefits of the proposed adaptive reuse outweigh any negative impacts on the neighborhood of the proposed project and on the city, as compared with the alternative of having the structures demolished, remaining vacant, or underutilized.**

   Finding. The benefits of adaptive reuse of the Property outweigh potential negative impacts. Adaptive reuse of the Property will help avoid the demolition, vacancy, or underutilization of an institutional building. The proposed use

is a low-intensity, low-traffic office use that will not be disruptive in this area.

2. **The proposed adaptive reuse must be residential, commercial, institutional, or a combination of such uses.**

   Finding. The proposed reuse is a commercial office consistent with the standards for adaptive reuse of an institutional building.

3. **Densities greater than would be allowed in the underlying zoning district may be approved, at the discretion of the city council.**

   Finding. The proposed commercial office is not related to residential density.

4. **The proposed adaptive reuse shall not cause traffic volumes to exceed the capacities for which the adjacent streets have been designed.**

   Finding. The proposed use will not cause traffic volumes to exceed street capacity.

5. **The proposed adaptive reuse must not generate daily semi-truck traffic on local residential streets.**

   Finding. The proposed reuse will not generate daily semi-truck traffic.

6. **Improvements to reduce the impact of driveways/access points on the traffic flow of adjacent streets have been identified where needed.**

   Finding. The Property does not have driveways/access points, nor does the Applicant constructing driveways/access points.

7. **The proposed reuse includes adequate amounts of onsite parking and loading areas to meet the requirements of Section 8-200 of this Code; where required parking cannot be provided onsite, reasonable provision for off-site parking shall be required.**

   Finding. The Applicant of the proposed adaptive reuse of the Property will provide the required parking off-site per the

requirements of the City's Unified Development Ordinance, or the Applicant will request that the City Council grant a variance from the parking requirements.

8. **Screening must be provided to sufficiently protect the privacy of residents in the surrounding residential areas from the impact of off-street parking, loading, and driving areas, noise or glare exceeding permissible standards, potential safety hazards, or to subdue differences in architecture and bulk between adjacent land uses.**

   Finding. The site has a screening fence around the boundaries adjoining residential uses, which will sufficiently protect residential privacy and use impacts. The proposed use will remain mostly indoors and is unlikely to cause any disruptions. The office will not generate significant noise, smoke, vibrations, or other disruptions in a residential setting.

9. **There shall be no exterior storage of goods or equipment except for properly screened trash containers.**

   Finding. The proposed use will not have outside storage of goods or equipment. Trash will be kept in residential-size containers indoors or behind the screening fence on site.

10. **Hours of operation shall be as identified by the applicant in the conditional use permit application and agreed to by the city council.**

    Finding. The Applicant's proposed hours of operation are weekdays, 8:00 AM to 8:00 PM.

11. **Exterior renovation or remodeling of the structure must endeavor to maintain existing architectural features so as to not alter the character of the neighborhood**.

    Finding. The Applicant does intend to modify the exterior of the building.

12. **The requirements for institutional signage within a residential district shall be used in the evaluation of signage for the site. Consideration shall be given to reusing the existing, historical signage on the site and designing any additional signage to complement the**

existing residential district.

Finding. The Applicant intends to reface the Property's existing signage.

WHEREAS, the City Council considered the Applicant's conditional use permit request at a regular meeting of the City Council on December 26, 2023; and

WHEREAS, based on the City Staff report, the results of the public hearing, and the written findings of the Planning Commission, the City Council concurs with the findings of the Planning Commission and makes identical findings.

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

Section 1: Approval of a Conditional Use Permit. The City Council hereby approves the Applicant's conditional use permit request for the adaptive reuse of a former institutional Property at 1132 6th Street NW for commercial offices, subject to the conditions presented in Sections 2 and 3 of this resolution.

Section 2: Conditions Attached to the Approval of the Conditional Use Permit. The conditional use permit includes the following conditions:

1. The proposed adaptive reuse must meet all required development standards outlined in Section 7-30 of the City's Unified Development Ordinance unless otherwise approved by the City Council.

2. The hours of operation of the proposed adaptive reuse are limited to weekdays, 8:00 AM to 8:00 PM unless approved otherwise by the City Council.

3. Before the proposed adaptive reuse can occupy the Property, the Applicant must provide the required parking per the City's Unified Development Ordinance or obtain a variance from the City Council.

4. Any significant intensification or change of use as determined by the City will require an amendment to this conditional use permit.

5. This conditional use permit is automatically void if the Applicant does not address the conditions of the conditional use permit within one (1) year of the City Council's approval unless the City Council has granted a request for a time extension.

Section 3: Additional Conditions of Approval. This conditional use permit includes the following additional conditions:

1. Failure of the City to act on a violation of a condition, covenant, or term of this permit is not a waiver of such condition, covenant, or term, or any subsequent violation of the same or any other condition, covenant, or term.

2. The City may inspect the Property at all reasonable times to ensure compliance with the conditions of this permit.

3. This permit is subject to the City's code requirements. The Owner must comply with all applicable federal, state, and local laws, rules, and ordinances and obtain other permissions and permits as may be required.

4. The violation of any terms or conditions of this permit, including but not limited to any applicable federal, state, or local laws, rules, regulations, and ordinances, may result in revocation of the permit. The City must give the Owner written notice of any violation and reasonable time, as determined by the City, to cure the violation before the permit revocation.

5. This permit and its conditions are binding on the parties and their successors and assigns. This permit runs with the Property and does not affect the subsequent sale, lease, or change from current ownership. The Applicant and Owner's obligations under this permit shall also be the obligations of any subsequent owners or assigns of the Property.

6. Use of the Property as allowed by this permit signifies the agreement of the permit's terms and conditions without qualification, limitation, or reservation.

Section 4. Findings and Incorporation of Recitals and Exhibits. Where applicable, the recitals and exhibits incorporated in this resolution constitute the written findings of the City Council, all of which protect the public's health, safety, and welfare.

Section 5. Authorization to take Additional Steps. The City Council authorizes the Mayor, City Administrator, City Staff, and the City's Consultants to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

Section 6. Effective Date. This resolution shall be effective upon passage.

Date Adopted: December 26, 2023

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

Exhibit A
Legal Description

Lot 10, Block 1, of Auditor's Plat No. 1, Section 36, Township 110 North, Range 21 West, Faribault, Rice County, Minnesota, together with that part of Lot 11 of said Block 1, lying North and West of the following described line: Beginning at a point in the West line of said Lot 11, North 0 degrees, 02 minutes, 45 seconds West, 76.50 feet from the Southwest corner of said Lot 11 (for purposes of this description, bearings are assumed and based on the South line of said Block 1, being South 89 degrees, 58 minutes, 39 seconds East); thence South 89 degrees, 48 minutes, 43 seconds East, 41.00 feet; thence North 0 degrees, 09 minutes, 16 seconds East, 64.22 feet to a point in the North line of said Lot 11 and there terminating, Rice County, Minnesota.

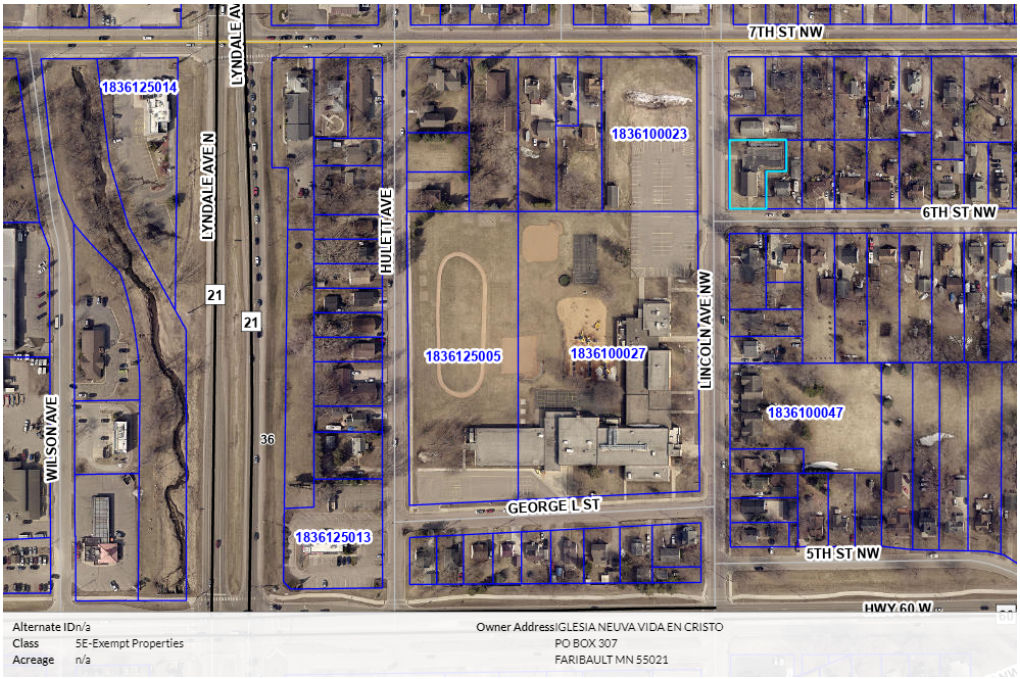
Staff Report to the Planning Commission

TO:	Planning Commission
THROUGH:	Harry Davis, City Planner
FROM:	Peter Waldock, Planning and Zoning Coordinator
MEETING DATE:	December 18, 2023
SUBJECT:	Alee Services, Application for a CUP for Adaptive Reuse at 1132 6th St NW - Iglesia Nueva Vida En Cristo (New Life in Christ Church) Building

Background:

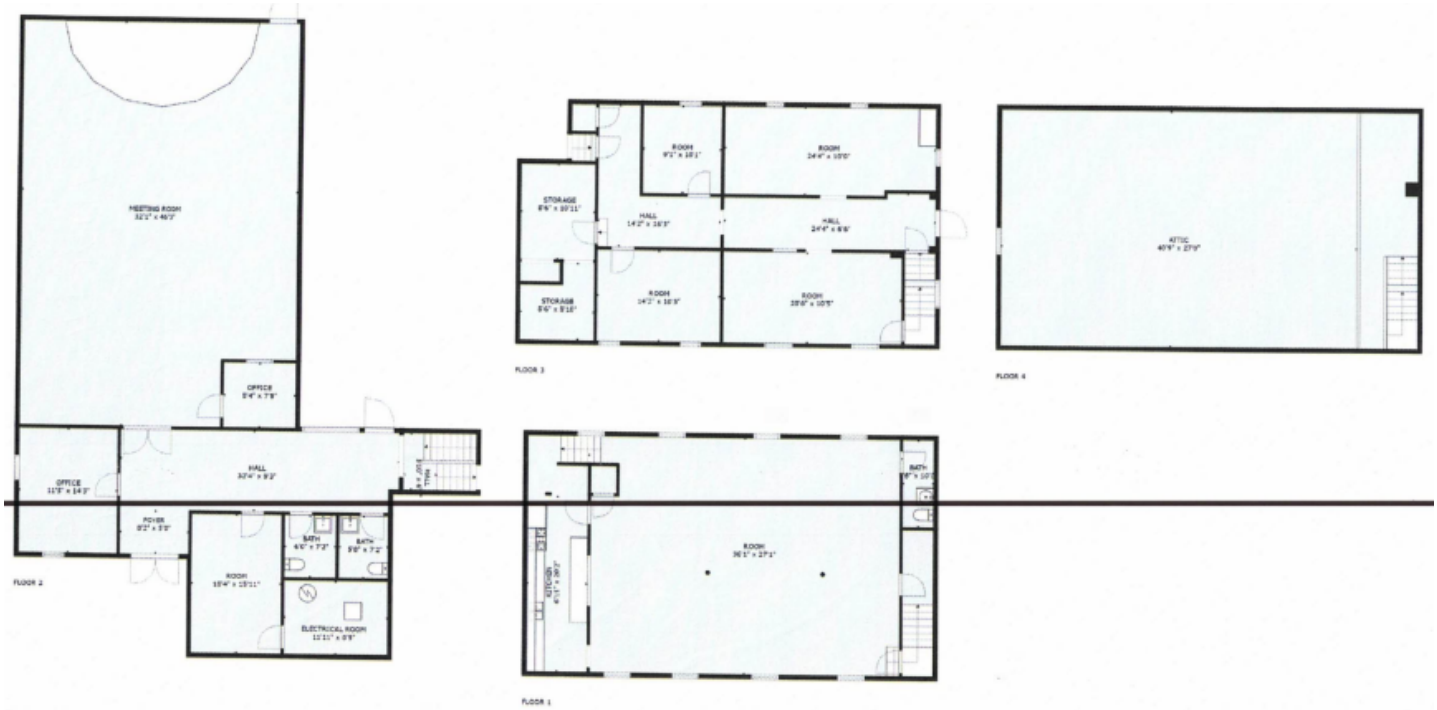
Alee Services LLC (Applicants) plan to purchase the former neighborhood religious institutional facility at 1132 6th St NW. The Applicants applied for a Conditional Use Permit (CUP) for adaptive re-use of the Iglesia Nueva Vida En Cristo building which is east and across the street from Lincoln Elementary school. The Applicants are planning to repurpose the building for use by Alee Services (operated by Angela Wilson) as a professional office.

Alee Services, headquartered in Waseca, is licensed as a community-based service provider assisting clients with disabilities and mental health counseling. Alee Services provides one-on-one service to teach independence and life skills. Once a month they plan to offer bingo night or a crafting for clients at the facility. Proposed hours of operation are 8:00 am - 8:00 pm Monday – Friday. The applicants are not proposing building or site improvements.



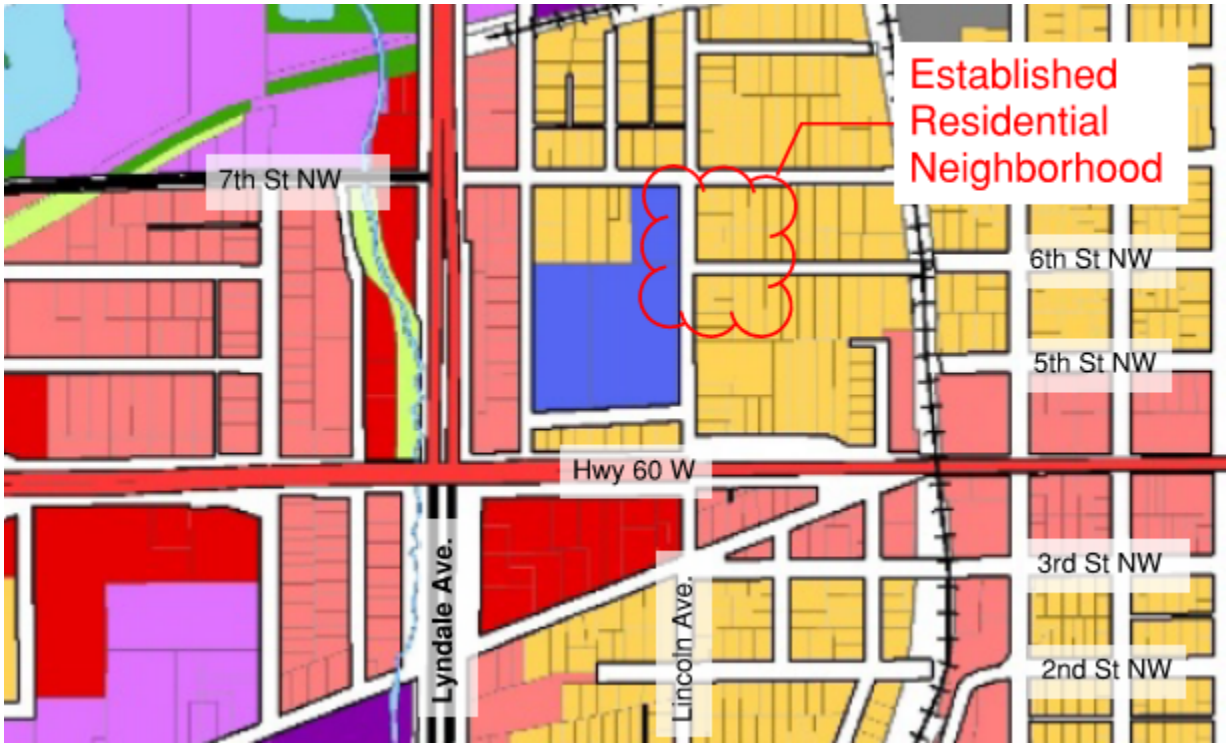
The business proposes eight employees at this office, but not all work full-time at the subject site. The applicants received informal, written permission from the Director of Buildings and Grounds for Faribault Public School District to share the northern Lincoln Elementary parking lot across Lincoln Avenue from the subject site. Proposed monthly events are held in the evening.

The subject site does not have any parking spaces on site. The building was built in 1949 with an addition in 1968. Overall the building has an area of about 4,300 sq. ft. including the worship area, offices, multi-purpose room (on floor 1 of the layout plan), and classrooms. The 1968 (north) building addition is accessible by wheelchair



Discussion:

Comprehensive Plan. The 2040 Comprehensive Plan guides the subject site as an Established Residential Neighborhood. The proposed use fits within this plan classification.



Zoning. The property is within the R-2 Low-Density Residential District, which allows adaptive reuse of a former neighborhood church with a CUP. Offices are allowed with a CUP in this district (even without the reuse of institutional buildings).

Parking and Traffic. The subject site has no parking areas or driveways. There does not appear to be enough space on site to build a parking lot that meets ordinance layout standards. Parking requirements for offices are based on a ratio of 1 space per 300 sq. ft of gross floor area. A 4300 sq. ft. office building, is required to have 15 spaces. The UDO permits off-site parking to be provided within 300 ft. of the main entrance. Shared parking is permitted provided a recorded legal instrument is approved by the City Attorney.

The Applicants have an informal, written agreement with the school district for the use of the north parking area of Lincoln School on an as-available basis. No leased or designated spaces on the school grounds are planned. The applicants are proposing that area for off-street parking for employees and customers. The site has about 140 feet of street frontage on Lincoln Avenue where customers and guests can park as well.

Alee Services does not normally have all eight employees on-site at the same time. Normally, clients are driven to the offices by their one-on-one counselor. The proposed monthly special events at the site have up to about 20 people

in attendance. The Applicants will ask staff to park in the northern Lincoln Elementary parking lot. Overall, Lincoln Elementary has enough parking for their needs. When needed, the City Planner does not see any major issues with on-street parking along Lincoln Avenue. The DRC confirmed that a legal document along with pedestrian and ADA accessibility improvements between the Lincoln Elementary northern parking lot and the subject property is recommended.

Development Standards.

Adaptive reuses of institutional or public buildings.

(1) The city council shall find before granting a conditional use permit for an adaptive reuse that the long-term benefits of the proposed adaptive reuse outweigh any negative impacts on the neighborhood of the proposed project and on the city, as compared with the alternative of having the structures demolished, remaining vacant, or underutilized.

Comment. The City Planner does not find the use to cause significant negative impacts outweighing good benefits and does not recommend demolition, vacancy, or underutilization instead of the proposed office. The proposed use is a low-intensity, low-traffic office use that will not be disruptive in this area. The reuse of the building for professional counseling services will provide for upkeep and maintenance of the property and seems to fit well with the layout of the building.

(2) The proposed adaptive reuse must be residential, commercial, institutional, or a combination of such uses.

Comment. The proposed reuse is a commercial office which is one of the listed uses required.

(3) Densities greater than would be allowed in the underlying zoning district may be approved, at the discretion of the city council.

Comment. The proposed use does not increase the residential density of the site.

(4) The proposed adaptive reuse shall not cause traffic volumes to exceed the capacities for which the adjacent streets have been designed.

Comment. The proposed use will not cause traffic volumes over the street capacity at this location as the streets nearby are constructed to handle daily school and residential traffic. The proposed office use will not cause more traffic than nearby uses.

(5) The proposed adaptive reuse must not generate daily semi-truck traffic on local residential streets.

Comment. The proposed reuse will not generate daily semi-truck traffic. Deliveries for this business will be at a similar level to most residences.

(6) Improvements to reduce the impact of driveways/access points on the traffic flow of adjacent streets have been identified where needed.

<u>Comment.</u> No site improvements are planned as of now, and the property lacks driveways and sidewalks on both adjacent streets.

(7) The proposed reuse includes adequate amounts of on-site parking and loading areas to meet the requirements of Section 8-200 of this Code; where required parking cannot be provided on-site, reasonable provision for off-site parking shall be required.

<u>Comment.</u> The application can reasonably provide for parking to serve the proposed business in this case at the estimated parking demand level with available spaces regularly available in the northern Lincoln Elementary lot. The applicants have informal, written permission from the school district for the use of their lot when space is available. On-street parking spaces are available along the site frontage. However, these spaces cannot be counted toward the parking requirements for this use.

The Unified Development Ordinance (UDO) authorizes off-site parking within 300 feet of the entrance. The northern Lincoln Elementary parking lot meets this standard. For shared parking lots the UDO requires a legal, recorded instrument between parties to document the shared parking rights. The DRC will require pedestrian and ADA improvements of the parking lot, sidewalk, and appropriate crossing between the parking lot and subject property across Lincoln Ave. Alternatives to shared parking for this proposal include:

- *Apply for and receive a parking variance at this site.*
- *Construction of parking spaces on-site and/or utilization of the public ROW to construct parking within a limited-use agreement, along with applying for and receiving a variance.*
- *Any other option to provide parking is subject to review and approval by the City Engineer and City Planner.*

(8) Screening must be provided to sufficiently protect the privacy of residents in the surrounding residential areas from the impact of off-street parking, loading, and driving areas, noise or glare exceeding permissible standards, potential safety hazards, or to subdue differences in architecture and bulk between adjacent land uses.

<u>Comment.</u> The site has a screening fence around the boundaries adjoining residential uses, which will sufficiently protect residential privacy and use impacts. The proposed use will remain mostly indoors and is unlikely to cause any disruptions. The application will not generate noise, smoke, vibrations, or other disruptions in a residential setting.

(9) There shall be no exterior storage of goods or equipment except for properly screened trash containers.

<u>Comment.</u> The proposed use will not have outside storage of goods or equipment. Trash will be kept in residential-size containers indoors or behind the screening fence on site.

(10) Hours of operation shall be as identified by the applicant in the conditional use permit application and agreed to by the city council.

Comment. Hours of operation proposed by the applicant (8:00 AM to 8:00 PM weekdays) are acceptable for this use at this location.

(11) Exterior renovation or remodeling of the structure must endeavor to maintain existing architectural features so as to not alter the character of the neighborhood.

Comment. No exterior renovations proposed.

(12) The requirements for institutional signage within a residential district shall be used in the evaluation of signage for the site. Consideration shall be given to reusing the existing, historical signage on the site and designing any additional signage to complement the existing residential district.

Comment. The signage planned for this use will be at the same location and scale on the building as presently used by the Church. A separate sign permit is required to reface the existing sign.

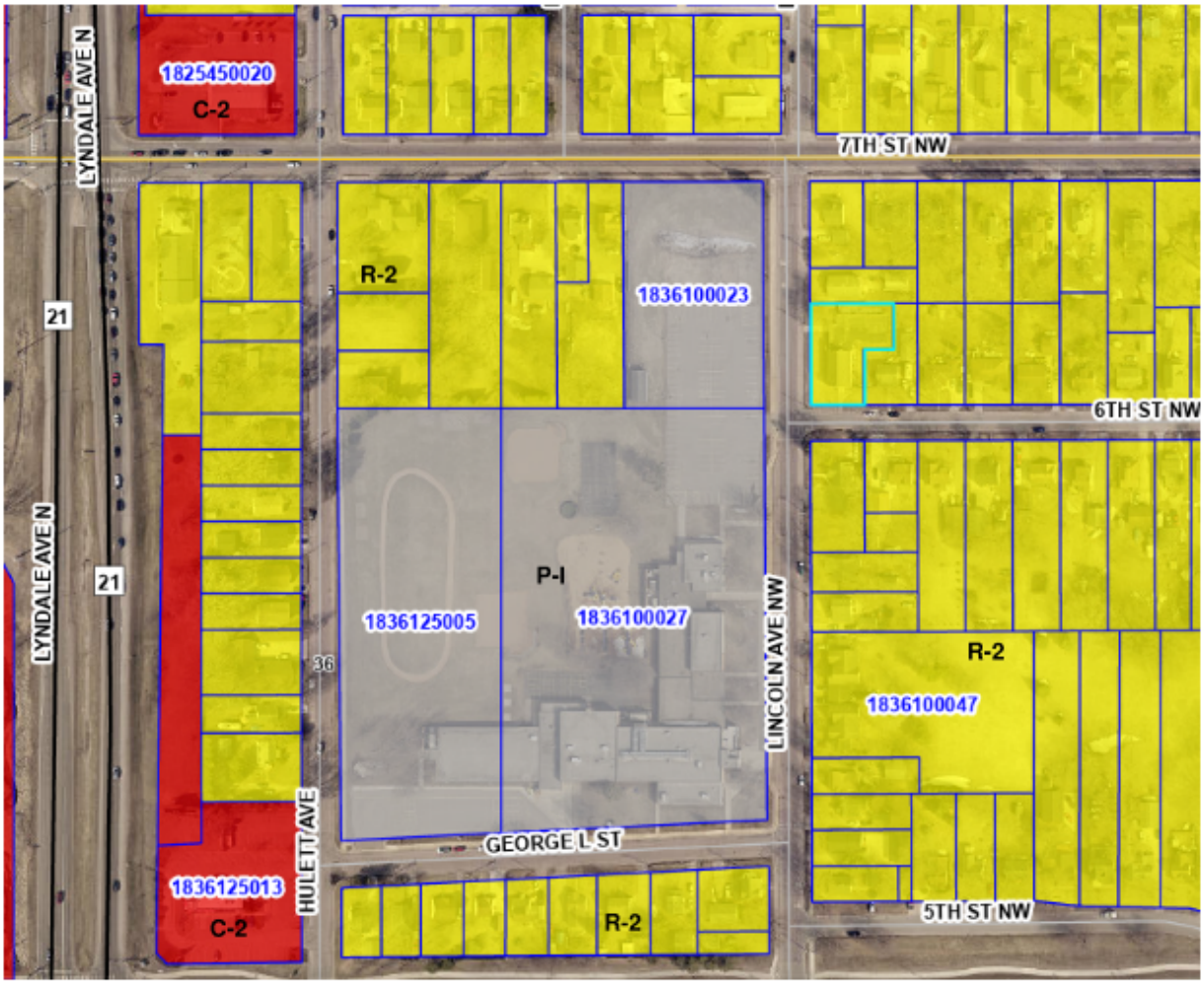
The DRC finds that the proposed reuse at this site by Alee Services meets the applicable provisions listed in Sec. 7-30 Development Standards for adaptive reuse of this church site, but that a legal instrument for the shared parking lot use with the School District should be provided. The DRC noted that the City could consider a limited-use agreement for the use of public street right of way for parking similar to other neighborhood church locations in established neighborhoods throughout the City.

Recommendation:

The DRC and City Planner recommends approval of Alee Services' application for a Conditional Use Permit subject to the provision of a legal instrument for shared parking with the School District or a variance application regarding off-street parking requirements. The findings recommended by the DRC are for this Conditional Use Permit Application are listed in the draft resolution attached with this report.

Requested Action:

Planning Commission approval of findings in support of a CUP for Alee Services application for adaptive reuse of the Iglesia Nueva Vida En Cristo site at 1132 6th St NW for professional offices and forward a recommendation for City Council approval.



Zoning Map: 1132 6th St NW

1132 6th St NW

Pictometry Image. 1132 6th St NW

Referenced Sections of the Unified Development Ordinance.

Sec. 7-30. Development standards.

Adaptive reuses of institutional or public buildings.

(1) The city council shall find before granting a conditional use permit for an adaptive reuse that the long-term benefits of the proposed adaptive reuse outweigh any negative impacts on the neighborhood of the proposed project and on the city, as compared with the alternative of having the structures demolished, remaining vacant, or underutilized.

(2) The proposed adaptive reuse must be residential, commercial, institutional, or a combination of such uses.

(3) Densities greater than would be allowed in the underlying zoning district may be approved, at the discretion of the city council.

(4) The proposed adaptive reuse shall not cause traffic volumes to exceed the capacities for which the adjacent streets have been designed.

(5) The proposed adaptive reuse must not generate daily semi-truck traffic on local residential streets.

(6) Improvements to reduce the impact of driveways/access points on the traffic flow of adjacent streets have been identified where needed.

(7) The proposed reuse includes adequate amounts of on-site parking and loading areas to meet the requirements of Section 8-200 of this Code; where required parking cannot be provided on-site, reasonable provision for off-site parking shall be required.

(8) Screening must be provided to sufficiently protect the privacy of residents in the surrounding residential areas from the impact of off-street parking, loading, and driving areas, noise or glare exceeding permissible standards, potential safety hazards, or to subdue differences in architecture and bulk between adjacent land uses.

(9) There shall be no exterior storage of goods or equipment except for properly screened trash containers.

(10) Hours of operation shall be as identified by the applicant in the conditional use permit application and agreed to by the city council.

(11) Exterior renovation or remodeling of the structure must endeavor to maintain existing architectural features so as to not alter the character of the neighborhood.

(12) The requirements for institutional signage within a residential district shall be used in the evaluation of signage for the site. Consideration shall be given to reusing the existing, historical signage on the site and designing any additional signage to complement the existing residential district.

Sec. 2-300. Required findings for conditional use permits.

The City Council shall make each of the following findings before granting a conditional use permit:

(1) The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare.

(2) The conditional use will not be injurious to the use and enjoyment of other property in the vicinity and will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

(3) The conditional use will be designed, constructed, operated, and maintained in a manner that is compatible in appearance with the existing or intended character of the surrounding area.

(4) The conditional use will not impose hazards or disturbing influences on neighboring properties.

(5) The conditional use will not substantially diminish the value of neighboring properties.

(6) The site is served adequately by essential public facilities and services, including utilities, access roads, drainage, police and fire protection, and schools or will be served adequately as a result of improvements proposed as part of the conditional use.

(7) Development and operation of the conditional use will not create excessive additional requirements at public cost for facilities and services and will not be detrimental to the economic welfare of the community.

(8) Adequate measures have been or will be taken to minimize traffic congestion in the public streets and to provide for adequate on-site circulation of traffic.

(9) The conditional use will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance to the community.

(10) The conditional use is consistent with the applicable policies and recommendations of the city's Land Use Plan or other adopted land use studies.

(11) The conditional use, in all other respects, conforms to the applicable regulations of the district in which it is located.

(Ord. No. 99-20, § 1, 11-23-99)

Sec. 8-50. Location.

Required parking and loading spaces shall be located on the same lot or development site as the use served except under the following provisions:

(1) Reasonable and improved access shall be provided from the off-site parking facilities to the use being served.

(2) Off-site parking for multiple-family dwellings shall be located no more than one hundred (100) feet from any normally used entrance of the use being served.

(3) Off-site parking for non-residential uses shall be located no more than three hundred (300) feet from the main entrance of the principal use being served.

(4) The site used for off-site parking shall be under the same ownership as the principal use being served or the use of the parking facilities shall be protected by a recorded instrument acceptable to the city.

(Ord. No. 99-20, § 1, 11-23-99)

Sec. 8-220. Shared parking.

The city may approve the use of a required off-street parking area for more than one principal use on the same or an adjacent development site if the following conditions are met:

(1) *Entertainment uses.* Up to fifty (50) percent of the parking facilities required for a theater, bowling alley, bar, nightclub, or tavern may be supplied by off-street parking facilities provided for primarily daytime uses, as specified below.

(2) *Nighttime or Sunday Uses.* Up to fifty (50) percent of the off-street parking facilities required for any use specified below as primarily daytime uses may be supplied by the parking facilities provided for the following nighttime or Sunday uses: auditoriums incidental to a public or parochial school, churches, bowling alleys, theaters, bars, nightclubs, or taverns (excluding those with restaurants) or multi-family apartments.

(3) *School auditorium and church uses.* Up to eighty (80) percent of the parking facilities required by this section for a church or an auditorium incidental to a public or parochial school may be supplied by the parking facilities provided by uses specified below as primarily daytime uses.

(4) *Daytime uses.* For the purpose of this section the following uses are considered as primarily daytime uses: banks, offices, retail stores, personal service shops, service and repair shops, manufacturing, wholesale, and similar uses.

(5) The use for which application is being made for joint parking shall be located within three hundred (300) feet of the use providing the parking facilities.

(6) The applicant shall show that there is no substantial conflict in the principal operating hours of the buildings or uses for which joint parking is proposed.

(7) A legally binding instrument, executed by the parties concerned, for joint use of off-street parking facilities shall be approved by the City Attorney and filed with the Rice County Recorder's Office within sixty (60) days after approval of the joint parking use.

(Ord. No. 99-20, § 1, 11-23-99)

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
11 MONTHS ENDING November 30, 2023
91.67%

GENERAL FUND

Revenues	Actual FY 2022	Annual Budget FY 2023	Actual to Date FY 2023	YTD % Collected
Taxes	$ 9,150,827	$ 9,656,552	$ 5,258,986	54.46%
Permit & Licenses	694,627	730,281	811,689	111.15%
Intergovernmental Revenue	8,606,802	7,311,762	4,331,327	59.24%
Charges for Services	1,632,119	1,601,335	1,002,059	62.58%
Fines & Forfeits	131,353	128,000	124,658	97.39%
Miscellaneous Revenue	(155,102)	179,290	586,710	327.24%
Other Sources	(0)	-	-	0.00%
Total	$ 20,060,625	$ 19,607,220	$ 12,115,428	61.79%
Expenditures				
Council	$ 455,856	$ 408,342	$ 384,456	94.15%
City Administration	293,500	313,108	273,285	87.28%
Communications	-	150	78,813	52541.97%
Elections	38,080	1,810	1,928	106.51%
Finance Administration	438,440	487,215	418,903	85.98%
Information Services	219,920	235,612	233,971	99.30%
Legal Services	242,618	277,230	212,881	76.79%
Personnel Administration	319,286	351,306	306,653	87.29%
Planning & Zoning	455,005	503,112	293,060	58.25%
City Hall Maintenance	171,165	170,632	150,068	87.95%
Police Administration	1,125,372	1,158,831	1,032,170	89.07%
Criminal Investigation	1,063,811	1,147,230	1,040,153	90.67%
Uniform Patrol	3,277,805	3,580,249	3,018,752	84.32%
Police Records	347,753	339,579	269,746	79.44%
Fire Administration	286,600	304,098	260,825	85.77%
Fire Supression	1,470,568	1,490,446	1,281,374	85.97%
Code Enforcement - Inspection	569,660	594,634	433,416	72.89%
Emergency Management	5,678	6,050	3,673	60.71%
Community Services	246,791	325,001	238,867	73.50%
Public Works Administration	105,223	120,455	119,246	99.00%
Street Maintenance Projects	1,539,840	1,537,187	1,428,007	92.90%
Ice & Snow Removal	142,688	125,000	141,050	112.84%
Equipment Maintenance	317,087	286,936	263,001	91.66%
Street Lighting	301,624	314,500	265,450	84.40%
Traffic Signs & Signals	46,090	44,410	26,967	60.72%
Engineering	588,030	634,115	479,936	75.69%
Community Center Administration	655,472	689,934	560,382	81.22%
Community Center Building	588,005	607,178	526,806	86.76%
Aquatic Center	369,672	363,222	378,315	104.16%
Washington Center	73,664	72,504	55,135	76.04%
Soccer Complex	35,468	31,681	37,404	118.07%
Adult Programs	160,860	165,484	131,085	79.21%
Youth Programs	121,068	151,161	142,261	94.11%
Parks	1,107,141	1,196,282	1,079,733	90.26%
Library	1,170,396	1,319,832	1,075,440	81.48%
Miscellaneous Unallocated	201,631	264,456	102,965	38.93%
Mass Transit	-	10,000	-	0.00%
Total	$ 18,551,866	$ 19,628,972	$ 16,746,178	85.31%
	1,508,759	(21,752)	(4,630,750)	
Lease Proceeds	22,599			
* transfer to capital funds	(748,159)			
YTD Fund Balance Increase (Decrease)	783,199			

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
11 MONTHS ENDING November 30, 2023
91.67%

WATER FUND

	Actual FY 2022	Annual Budget FY 2023	Actual to Date FY 2023	YTD % Collected
Revenues				
Charges for Services	$ 4,021,846	$ 4,034,661	$ 4,130,456	102.37%
Miscellaneous Revenue	(88,754)	117,700	308,214	261.86%
Other Sources	1,263,230	-	359,247	
Total	$ 5,196,322	$ 4,152,361	$ 4,797,918	115.55%
Expenses				
Personnel Services	$ 655,792	$ 578,649	$ 519,876	89.84%
Supplies	416,614	377,100	650,891	172.60%
Other Services & Charges	1,086,218	718,741	852,313	118.58%
Capital Outlay	-	5,907,078	1,004,751	17.01%
Debt Service	87,783	589,216	84,583	14.36%
Other Uses	90,000	90,000	82,500	91.67%
Total	$ 2,336,406	$ 8,260,784	$ 3,194,914	38.68%
YTD Fund Balance Increase (Decrease)	2,859,916	(4,108,423)	1,603,003	
Depreciation	(701,453)	(1,100,000)	(1,008,333)	
YTD Fund Balance Increase (Decrease) with depreciation	2,158,463		594,670	

SEWER FUND

	Actual FY 2022	Annual Budget FY 2023	Actual to Date FY 2023	YTD % Collected
Revenues				
Charges for Services	$ 6,618,833	$ 6,653,691	$ 6,691,195	100.56%
Fines & Forfeits	-	-	16,060	
Miscellaneous Revenue	(518,431)	218,000	590,397	270.82%
Other Sources	21,268	-	7,000	
Total	$ 6,121,671	$ 6,871,691	$ 7,304,653	106.30%
Expenses				
Sewer Collection				
Personnel Services	$ 722,796	$ 533,411	$ 446,195	83.65%
Supplies	70,837	71,375	76,575	107.28%
Other Services & Charges	272,974	303,532	259,491	85.49%
Capital Outlay	-	3,488,206	138,432	3.97%
Other Uses	105,000	105,000	96,250	91.67%
Water Reclamation Plant				
Personnel Services	998,153	1,004,730	874,574	87.05%
Supplies	350,463	446,957	548,305	122.68%
Other Services & Charges	1,140,281	1,200,556	1,077,324	89.74%
Capital Outlay	-	604,352	170,506	28.21%
Debt Service	261,899	1,496,944	241,944	16.16%
Other Uses	105,000	105,000	96,250	91.67%
Total	$ 4,027,404	$ 9,360,063	$ 4,025,846	43.01%
YTD Fund Balance Increase (Decrease)	2,094,267	(2,488,372)	3,278,807	
Depreciation	(1,728,670)	(1,725,000)	(1,581,250)	
YTD Fund Balance Increase (Decrease) with depreciation	365,597		1,697,557	

STORM WATER FUND

	Actual FY 2022	Annual Budget FY 2023	Actual to Date FY 2023	YTD % Collected
Revenues				
Charges for Services	$ 1,399,096	$ 1,467,909	$ 1,438,090	97.97%
Miscellaneous Revenue	206,627	73,167	160,251	219.02%
Intergovernmental	-	-	28,000	0.00%
Total	$ 1,605,723	$ 1,541,076	$ 1,626,340	105.53%
Expenses				
Personnel Services	$ 271,004	$ 258,625	$ 213,123	82.41%
Supplies	26,378	37,550	19,825	52.80%
Other Services & Charges	167,898	211,884	178,333	84.17%
Capital Outlay	-	3,116,200	145,011	4.65%
Other Uses	-	-	-	
Total	$ 465,279	$ 3,624,259	$ 556,292	15.35%
YTD Fund Balance Increase (Decrease)	1,140,444	(2,083,183)	1,070,048	
Depreciation	(328,265)	(330,000)	(302,500)	
YTD Fund Balance Increase (Decrease) with depreciation	812,180		767,548	

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
11 MONTHS ENDING November 30, 2023
91.67%

CASH AND INVESTMENTS

101	General Fund	6,717,826			Average interest Rate
	Fire Insurance Escrow	85,197	Wells Fargo	337,298	0.00%
210	Charitable Gambling Board	65,600	4M Fund	216,141	5.34%
211	City Rental Property Mgmt	105,246	State Bank of Faribault	1,502,397	5.57%
215	Public Safety Programs	17,569	Citizens Community Federal	3,024,820	5.58%
217	Library Estate Donation	3,009,717	RBC	33,389,705	2.07%
225	Airport	577,638	Oppenheimer	9,484,438	3.42%
239	Tax Abatements	-		$ 47,954,800	
240	Community Development	65,610			
241	Public Housing	246,332			
	Security Deposits Escrow	22,616			
243	Industrial Development Loan	272,507	Petty cash (on hand)	1,245	
244	Rental Housing Rehabilitation	197,270	Escrow Accounts	122,470	1.89%
247	SCDP Revolving Loans	382,849		$ 123,715	
248	Federal MIF Loans	653,762			
249	Minnesota Investment Fund	14,691			
254	CRV Rehabilitation Program	59,659			
263-275	TIF Districts	208,201			
280	Faribault HRA	811,335	TOTAL CASH	$ 48,078,515	
290	Economic Development Authority	1,257,462			
292	EDA Revolving Fund	422,679			
344-349	Debt Service Funds	2,830,531			
401	Street Improvement Projects	1,423,968			
404	Park Land Dedication	622,604			
431	Capital Replacement Fund	1,183,090			
437	Public Facility Projects	676,070			
601	Water Fund	6,403,895			
602	Sewer Fund	13,606,299			
603	Storm Water Fund	4,426,597			
704	Worker's Compensation	298,617			
705	Property Liability Reserve	180,806			
873	Roberds Lake Sewer District	8,608			
897	Elderly Housing Corporation	472,924			
898	Robinwood Manor	736,085			
	Escrow Account	14,657			
	Total	$ 48,078,515			