



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, JANUARY 25, 2022

6:00 PM

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

2. Presentations/Introductions

- A. Faribault Area Chamber of Commerce and Tourism Annual Report

3. Approve minutes of the January 11, 2022 City Council Meeting

- A. January 11, 2022 City Council Minutes

4. Consent Agenda

- A. List of Claims for Release
- B. Resolution 2022-016 Approve 2021 Budget Amendments
- C. Resolution 2022-018 Authorizing the Transfer of the 2021 Balance of Restricted Cash in Fund 240-00000-460-39200 to the Economic Development Authority of the City of Faribault, Minnesota
- D. Approve Hangar Rental Agreements
- E. Approve Rescinding of the City of Faribault Employee Choice Vaccination Policy and Attestation Form
- F. Resolution 2022-017 Approve Appointments of Board and Commission Members
- G. Resolution 2022-022 Impose Monetary Fines for Off-Sale and/or On-Sale and Sunday Liquor Licensees for Compliance Check Failures
- H. Approve Significant Industrial User Contracts
- I. Approve Contract with Clean River Partners for MS4 Permit Educational Services
- J. Approve Private Hangar Land Lease Agreement
- K. Resolution 2022-023 Authorization to Apply for the Staffing for Adequate Fire and Emergency Response (S.A.F.E.R.) Grant
- L. Resolution 2022-024 Approve Hiring Police Officer

5. Requests to be Heard

6. Public Hearings – None

7. Items for Discussion

- A. Resolution 2022-020 Approving Minnesota Department of Employment and Economic Development Redevelopment Grant and Authorizing Submittal of Grant Application for the Former Farmer Seed Building Located at 818 4th Street NW, Faribault, MN
- B. Resolution 2022-019 Finding Parcel is Occupied by Structurally Substandard Buildings

- C. Ordinance 2022-1 Amend the Specific Development Standards for Residential Care Facilities Outlined in Chapter 7, Sec. 7-30 of the City's Unified Development Ordinance - Second Reading
 - 1. Approve Summary Publication
- D. Ordinance 2022-2 Amend Table 11-1 of the City's Unified Development Ordinance Related to Residential Care Facilities in Commercial Zoning Districts - Second Reading
 - 1. Approve Summary Publication
- E. Ordinance 2022-3 Approve a Zoning Text Amendment to Create a Public / Institutional Zoning District - Second Reading
 - 1. Approve Summary Publication

8. Bids

- A. Resolution 2022-021 Accept Bid for Roof Replacement on Community Center and Buckham Memorial Library

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, JANUARY 11, 2022

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

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

Presentations/Introductions – None

Approve minutes of December 28, 2021 City Council Meeting, January 4, 2022 Special City Council Meeting and January 4, 2022 Special City Council Meeting- Closed Session

Motion by Ross, seconded by Spooner to approve the December 28, 2021 City Council Meeting Minutes, January 4, 2022 Special City Council Meeting Minutes and January 4, 2022 Special City Council Meeting Minutes - Closed Session and carried unanimously.

Consent Agenda

- A. List of Claims for Release
- B. Resolution 2022-001 Approve Designation of Official Newspaper
- C. Resolution 2022-002 Approve City Administrator Purchasing and Contracting Authority
- D. Resolution 2022-003 Appoint Deputy City Administrator
- E. Resolution 2022-004 Approve Designation of Authorized Signers, Official Depository and Broker/Dealers for City of Faribault
- F. Resolution 2022-006 Accept Donation from Barta Machine to Police Department
- G. Resolution 2022-007 Accept Donation from State Bank of Faribault to Police Department
- H. Approve Hangar Rental Agreement Renewals
- I. Resolution 2022-008 Approval of Equitable Sharing Agreement and Certification
- J. Approve LG240B Application to Conduct Excluded Bingo for Infants Remembered in Silence (IRIS)
- K. Adopt 2021 Comprehensive Water Plan Update
- L. Adopt Sanitary Sewer Comprehensive Plan Update
- M. Approve City Council Appointments to Committees, Boards, and Commissions
- N. Resolution 2022-010 Amend Official Downtown Parking Restrictions Map
- O. Resolution 2022-011 Approve 2022 Massage License Renewals
- P. Resolution 2022-012 Approve 2022 Salvage Dealer License Renewals
- Q. Resolution 2022-013 Approve 2022 Vehicles for Hire License Renewal
- R. Approve Task Order No. 11 with Foth for Airfield Lighting Improvements Project at Airport
- S. Resolution 2022-014 Accept Donation from The State Bank of Faribault
- T. Resolution 2022-015 Authorize the Faribault Fire Department to Apply for the Hannah Lips Foundation Grant
- U. Approve City of Faribault Employee Choice Vaccination Policy with Attestation Form

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

Requests to be Heard – None

Public Hearings

Resolution 2022-009 Order Improvements and Order Preparation of Plans and Specifications for 2022 Street Overlay and Sidewalk Improvements - City Contract 2022-02

City Engineer Mark DuChene explained that Resolution 2022-009 orders the improvements for the proposed 2022 Street Overlay & Sidewalk Improvements project - Contract 2022-02, curb and gutter replacement, concrete sidewalk replacement, storm sewer repair, casting adjustment/replacement, pavement milling, bituminous paving, pavement markings, and related improvements on the following streets:

Alexander Drive	(2nd Avenue NW to Fairgrounds Drive)
6th Street NW	(Central Avenue to 8th Avenue NW)
1st Avenue NW	(2nd Street NW to 13th Street NW)
8th Street NW	(Central Avenue to 2nd Avenue NW)
10th Street NW	(Central Avenue to 2nd Avenue NW)*
11th Street NE/NW	(1st Avenue NE to 2nd Avenue NW)*
Newhall Drive	(Parshall Street to Matteson Street)

*Includes New Sidewalk

The purpose of the hearing was to take public comment as part of the consideration by the Council in ordering the improvements. If the project is ordered, plans and specifications will be finalized and brought back to the Council for approval, along with the request for authorization to advertise for public bids.

DuChene explained that due to the COVID-19 pandemic, a traditional open house was not held, but rather, a virtual neighborhood meeting was held and people were encouraged to contact the City Engineer directly with any questions after viewing the virtual open house. Only one comment was received regarding the replacement of a hazardous sidewalk.

The preliminary total estimated cost of the improvements, including 5% contingency and 15% engineering, is \$1,765,000.00. Proposed funding for the project is as follows:

Street Improvement Fund	\$1,699,500.00
Water Utility Fund	\$ 24,000.00
Sanitary Sewer Fund	\$ 7,250.00
Storm Water Utility Fund	\$ 34,250.00
Total	\$1,765,000.00

DuChene stated that there are no special assessments proposed as part of this project as revenues for the street improvement fund are designated to come from the franchise fee increases. As such, a simple majority vote of the City Council is required to advance the improvements. Construction is scheduled to begin in May/June, with substantial completion by the end of July 2022.

Councilor Ross asked if Fairgrounds Drive was the responsibility of the City, DuChene stated that it is not, it is the responsibility of Rice County. Councilor Spooner asked if work was already done on Alexander Drive, DuChene explained that work was done in another area of the road. Mayor Voracek asked if the speed bumps would be left, DuChene did not believe that there were speed bumps in this area, however, he will speak with the Police Department, Parks and Recreation and the School District to see if this would be something that they would want.

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

There were no comments received from the public at this time.

Motion by Caron, seconded by van Sluis to close the public hearing and carried unanimously. The public hearing was closed at 6:15pm.

Motion by Ross, seconded by Wood to approve Resolution 2022-009 Order Improvements and Order Preparation of Plans and Specifications for 2022 Street Overlay and Sidewalk Improvements - City

Contract 2022-02 and carried unanimously.

Items for Discussion

Approve Summary Publication of Ordinance 2021-14 Amend Northgate Business Park PUD

Community and Economic Development Director Deanna Kuennen explained that on December 28, 2021 the Council approved the second reading of Ordinance 2021-14, to Amend Northgate Business Park PUD. In order for a Summary Publication to be approved it requires an affirmative vote from at least five (5) City Council members.

Motion by Wood, seconded by Spooner to Approve Summary Publication of Ordinance 2021-14 Amend Northgate Business Park PUD and carried unanimously.

Approve Summary Publication of Ordinance 2021-15 Repeal and Replace Chapter 13, Article 2, Sec. 13-90 of the UDO related to Floodplain Management Districts

Community and Economic Development Director Deanna Kuennen explained that on December 28, 2021 the Council approved the second reading of Ordinance 2021-15 Repeal and Replace Chapter 13, Article 2, Sec. 13-90 of the UDO related to Floodplain Management Districts. In order for a Summary Publication to be approved it requires an affirmative vote from at least five (5) City Council members.

Motion by van Sluis, seconded by Ross to Approve Summary Publication of Ordinance 2021-15 Repeal and Replace Chapter 13, Article 2, Sec. 13-90 of the UDO related to Floodplain Management Districts and carried unanimously.

Ordinance 2022-1 Amend the Specific Development Standards for Residential Care Facilities Outlined in Chapter 7, Sec. 7-30 of the City's Unified Development Ordinance - 1st Reading

Community and Economic Development Director Deanna Kuennen explained that state statutes recently were amended to allow less than 1320 feet of separation between residential care facilities with a CUP. The City's current development standards require a minimum of 1320 feet of separation. Staff recommended that the City's UDO align with the new standards set forth in state statute.

Councilor Ross asked if the City needed to match state statute, Kuennen explained that ours will mimic it and provide consistency with the statute. Councilor van Sluis asked if the Council could oppose a CUP to maintain distance, Kuennen explained that conditions could be applied to the approval.

Motion by Wood, seconded by van Sluis to approve Ordinance 2022-1 Amend the Specific Development Standards for Residential Care Facilities Outlined in Chapter 7, Sec. 7-30 of the City's Unified Development Ordinance - 1st Reading

Roll Call Vote:

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

Nay: Councilor Ross

Motion carried 6:1 with Ross voting Nay.

Ordinance 2022-2 Amend Table 11-1 of the City's Unified Development Ordinance Related to Residential Care Facilities in Commercial Districts - 1st Reading

Community and Economic Development Director Deanna Kuennen explained that Table 11-1 of the UDO requires a CUP for residential uses, including residential care facilities, in commercial districts. Table 11-1 does not limit the number of dwellings allowed in a MF building, but it does limit the number of persons served in a residential care facility to 32. State statutes do not limit the number of persons served. Kuennen recommended to amend the UDO to remove the limitation to better align with state statute.

Motion by Ross, seconded by Viscomi to approve Ordinance 2022-2 Amend Table 11-1 of the City's Unified Development Ordinance Related to Residential Care Facilities in Commercial Districts - 1st Reading

Roll Call Vote:

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

Motion carried 7:0

Ordinance 2022-3 Approve a Zoning Text Amendment to Create a Public/Institutional Zoning District - 1st Reading

Community and Economic Development Director Deanna Kuennen explained that the Land Use Plan identifies areas for institutional uses, such as government centers, schools, hospitals and religious institutions. Currently the UDO does not have a separate zoning district for these types of developments, and that results in a CUP for any additions or changes. Ordinance 2022-3 would create a standalone district for medium/large scale public/institutional uses on more than 2.5 acres. Kuennen further explained that this will also allow anticipated public/institutional uses to be placed in the proper zoning district from the start.

Kuennen informed the Council that more of these recommendations will be coming to the Council for discussion over the next year as Staff work to achieve consistency between the Land Use Plan, the UDO and the zoning map.

Councilor Ross asked what the prison was currently zoned as, City Planner David Wanberg explained that it is in the R-4 as is the hospital and Shattuck.

Motion by Wood, seconded by Ross to approve Ordinance 2022-3 Approve a Zoning Text Amendment to Create a Public/Institutional Zoning District - 1st Reading

Roll Call Vote:

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

Nay:

Motion carried 7:0

Bids - None

Boards and Commissions Reports, Announcements and Project Updates

Councilor van Sluis informed the Council that the Paradise Theater will be purchasing an electronic marquee, it will take approximately four to five months to custom make and cost between \$40,000-\$45,000.

Adjournment

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

Meeting adjourned at 6:31 pm

Respectfully Submitted,

Heather Slechta
Assistant to the City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Day, Finance Director
MEETING DATE: January 25, 2022
SUBJECT: List of Claims for Release

Background:

A copy of the list of claims is available for City Council review through the City Administrator, in the amount of \$2,153,803.97, which includes check numbers 173724 to 173846 and automatic clearing house payments.

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

Recommendation:

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

Attachments:

1. 01-25-2022 Council AP List

AP
AP Council Approval 01-25-2022



User: astadler
Printed: 1/20/2022 2:54:04 PM

Check Num	Last Name	Acct 1	Amount	Description
0	A H Hermel Candy & Tobacco	101-00000-000-11500	333.52	Credit Balance on Account Refunded
0	A H Hermel Candy & Tobacco	101-45125-450-42990	-333.52	Concession Items for Resale at Aquatic Center Returned
0	A H Hermel Candy & Tobacco	101-45122-450-42110	165.51	Popcorn & Bags for Events Such as Neon Night/Etc.
	A H Hermel Candy & Tobacco		165.51	
173731	Airport Lighting Company of NY Inc	225-49810-430-42110	434.00	Reflective Markers and Posts
	Airport Lighting Company of NY Inc		434.00	
173732	Amazon Capital Services	101-42220-420-42170	194.53	Safety Glasses/Cleaner
173732	Amazon Capital Services	101-45122-450-42110	173.00	Face Masks
173732	Amazon Capital Services	101-45140-450-42110	20.84	Fun Center Game
173732	Amazon Capital Services	101-43126-430-42210	14.94	Muffler Fittings
173732	Amazon Capital Services	101-45122-450-42230	790.00	Pool Lights
173732	Amazon Capital Services	101-43126-430-42010	12.49	Printer Cartridge for Shop
173732	Amazon Capital Services	101-42220-420-42170	-127.03	Credit-Safety Glasses
173732	Amazon Capital Services	101-42220-420-42070	29.64	Naloxone Nasal Training Devise
173732	Amazon Capital Services	101-42220-420-42110	31.98	Naloxone Case and Narcan Kits
173732	Amazon Capital Services	101-42220-420-42170	100.80	Safety Glasses Protective Eyewear
173732	Amazon Capital Services	101-43121-430-42210	15.92	Street #103 Fuel Cap Filler
173732	Amazon Capital Services	101-41320-410-42020	51.46	New Keyboard and Mouse for Tim
	Amazon Capital Services		1,308.57	
0	APG Media of Southern Minnesota LLC	101-45110-450-43430	162.00	Advertising - Parkland Dedication
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	454.00	Legal Notices-Agendas & Ordinances
0	APG Media of Southern Minnesota LLC	101-41910-410-43510	121.50	Public Hearing Notice For 01/03/2022
0	APG Media of Southern Minnesota LLC	898-46310-000-43430	128.65	2 Bedroom Marketing Ad
	APG Media of Southern Minnesota LLC		866.15	
173733	ArchiveSocial Inc	101-45500-450-43132	4,788.00	Social Media Archive Subscription 1-1.22 Thru 12.31.22

Check Numb	Last Name	Acct 1	Amount	Description
	ArchiveSocial Inc		4,788.00	
173734	Aspen Mills	101-42123-420-42180	215.80	Cargo Pants - Uniform Shirts / J Charlton
173734	Aspen Mills	101-42121-420-42180	85.85	Leather Belts / J Burbank
	Aspen Mills		301.65	
173735	Associated Graphic Arts Inc	101-42110-420-43090	84.30	6-Point Star Decals
	Associated Graphic Arts Inc		84.30	
173736	Auto Value Parts Store	101-45200-450-42210	130.78	Snowplow Parts
	Auto Value Parts Store		130.78	
173737	B & B Excavating Inc	898-46310-000-44010	175.00	#125 Thaw Frozen Kitchen Sink Drain Line
173737	B & B Excavating Inc	241-46330-461-44010	125.00	725 Willow Street Unplugged Kitchen Sink Drain 12-28-2021
	B & B Excavating Inc		300.00	
173738	Baker & Taylor Entertainment	101-45500-450-42190	17.38	Books
173738	Baker & Taylor Entertainment	101-45500-450-42190	37.73	Books
173738	Baker & Taylor Entertainment	101-45500-450-42190	9.06	Books
173738	Baker & Taylor Entertainment	101-45500-450-42190	108.22	Books
173738	Baker & Taylor Entertainment	101-45500-450-42190	66.84	Books
173738	Baker & Taylor Entertainment	101-45500-450-42190	102.93	Books
173738	Baker & Taylor Entertainment	101-45500-450-42190	743.82	Books
173738	Baker & Taylor Entertainment	101-45500-450-42190	201.18	Books
173738	Baker & Taylor Entertainment	101-45500-450-42190	23.57	Books
173738	Baker & Taylor Entertainment	101-45500-450-42190	887.37	Books
	Baker & Taylor Entertainment		2,198.10	
173739	Bauer Blake	601-00000-000-20200	40.02	Refund Check 021410-000, 1014 1 St NW
	Bauer Blake		40.02	
173740	Bauer Ryan	101-45122-450-44010	207.15	Repaired Shower Heads
173740	Bauer Ryan	101-45122-450-44010	225.87	Repair Urinal Community Center
173740	Bauer Ryan	101-45122-450-44010	3,863.24	Installed Emergency Eyewash/Drench Shower Per OSHA Inspection
173740	Bauer Ryan	101-45122-450-44010	343.00	Clean Locker Room Drain

Check Numb	Last Name	Acct 1	Amount	Description
	Bauer Ryan		4,639.26	
0	BCM Construction Inc	898-46310-000-44050	173,347.45	Parking Lot Expansion/Resurface/Repairs Thru 12-31-21
0	BCM Construction Inc	601-49430-000-44050	1,375.00	Watermain Break Summer Ln
0	BCM Construction Inc	601-49430-000-44050	1,787.50	Watermain Break 3rd Ave NW
0	BCM Construction Inc	601-49430-000-44050	1,375.00	Watermain Break St Paul Ave @ 3rd St
	BCM Construction Inc		177,884.95	
0	Bolton & Menk Inc	601-49430-000-45300	2,027.50	(2019-12A) NW Area Water Tower 11/13/21-12/10/21
	Bolton & Menk Inc		2,027.50	
0	Border States Industries Inc	602-49480-000-42210	22.94	Electric Relay
	Border States Industries Inc		22.94	
173741	Center Point Large Print	101-45500-450-42190	3,408.48	Books
	Center Point Large Print		3,408.48	
173742	CenturyLink	602-49450-000-43210	57.96	507-334-2185 956 Lift Station
173742	CenturyLink	602-49450-000-43210	57.96	507-334-2013 950
173742	CenturyLink	602-49450-000-43210	57.96	507-334-2308 955 Lift Station
173742	CenturyLink	101-42210-420-43210	122.92	507-334-0486 496
173742	CenturyLink	902-00000-000-23935	702.52	Monthly Phone Bill
173742	CenturyLink	225-49810-430-43210	57.96	507-334-7494 946 Airport
173742	CenturyLink	101-41940-410-43210	57.96	507-334-8409 948
173742	CenturyLink	602-49450-000-43210	57.96	507-333-2530 953
173742	CenturyLink	902-00000-000-23935	-702.52	507 Z01-0018 863 Monthly Phone Bill
173742	CenturyLink	602-49450-000-43210	57.96	507-333-2548 954
173742	CenturyLink	602-49450-000-43210	57.96	507-334-0574 498
173742	CenturyLink	602-49450-000-43210	57.96	507-333-2550 951
173742	CenturyLink	225-49810-430-43210	57.96	507-334-3495 952 Airport
173742	CenturyLink	101-41910-410-43210	325.00	City Hall - January
173743	CenturyLink	101-41940-410-43210	29.11	Monthly Phone Bill-December
	CenturyLink		1,056.63	
0	Cintas Corporation	101-45200-450-44060	30.89	Laundry
0	Cintas Corporation	101-43121-430-44060	26.49	Uniform Cleaning Streets
0	Cintas Corporation	603-49500-000-44060	6.40	Uniform Cleaning Stormwater

Check Numb	Last Name	Acct 1	Amount	Description
0	Cintas Corporation	101-43126-430-44060	12.68	Uniform Cleaning Mechanics
0	Cintas Corporation	101-43126-430-44060	3.50	Shop Towels
0	Cintas Corporation	601-49430-000-44060	23.39	Uniform Cleaning Water
0	Cintas Corporation	603-49500-000-44060	0.37	Laundry PWP
0	Cintas Corporation	101-45200-450-44060	30.89	Laundry
0	Cintas Corporation	602-49480-000-44060	30.45	Uniform Laundry
0	Cintas Corporation	101-43126-430-44060	12.68	Uniform Cleaning Mechanics
0	Cintas Corporation	101-43121-430-44060	25.63	Laundry PWP
0	Cintas Corporation	101-43121-430-44060	26.49	Uniform Cleaning Streets
0	Cintas Corporation	602-49450-000-44060	2.67	Laundry PWP
0	Cintas Corporation	602-49450-000-44060	15.57	Uniform Cleaning Sewer
0	Cintas Corporation	898-46310-000-44060	10.98	1324 Prairie Ave Mats
0	Cintas Corporation	101-41940-410-44060	13.38	Laundry Services - Mops
0	Cintas Corporation	602-49480-000-44060	10.96	Lab Towels Floor Mats
0	Cintas Corporation	603-49500-000-44060	6.40	Laundry Stormwater
0	Cintas Corporation	601-49430-000-44060	23.39	Uniform Cleaning Water
0	Cintas Corporation	601-49430-000-44060	2.67	Laundry PWP
0	Cintas Corporation	101-45200-450-44060	30.89	Laundry
0	Cintas Corporation	602-49480-000-44060	33.20	Uniform Laundry
0	Cintas Corporation	602-49480-000-44060	23.28	Lab Towels Floor Mats
0	Cintas Corporation	602-49450-000-44060	15.57	Uniform Cleaning Sewer
0	Cintas Corporation	898-46310-000-44010	4.00	1324 Prairie Avenue Hand Sanitizer Stand
0	Cintas Corporation	898-46310-000-42110	2.00	1324 Prairie Ave Hand Sanitizer
Cintas Corporation			424.82	
173744	City of Faribault	241-46330-461-43820	11.36	005090-003 1528 Western Ave
173744	City of Faribault	602-49480-000-43820	4,867.61	005003-019 214 14 St NE
173744	City of Faribault	241-46330-461-43820	11.36	005090-016 1814 Shumway Ave
173744	City of Faribault	241-46330-461-43820	11.36	005090-000 910 1 St SW
173744	City of Faribault	101-45127-450-43860	31.52	005003-043 705 17 St SW
173744	City of Faribault	602-49480-000-43820	1,960.85	005003-023 214 14 St NE
173744	City of Faribault	602-49480-000-43860	195.80	005003-019 214 14 St NE
173744	City of Faribault	211-46310-460-43850	32.34	005003-000 16 1 St SE
173744	City of Faribault	101-45127-450-43850	8.32	005003-043 705 17 St SW
173744	City of Faribault	898-46310-000-43850	3.00	014197-000 1324 Prairie Ave
173744	City of Faribault	241-46330-461-43860	19.10	005090-000 910 1 St SW
173744	City of Faribault	902-00000-000-23935	7,670.33	Water/Sewer-December
173744	City of Faribault	225-49810-430-43860	237.58	005003-004 3401 Hwy 21 W
173744	City of Faribault	225-49810-430-43820	11.36	005003-005 Airport Terminal
173744	City of Faribault	101-45127-450-43820	23.13	005003-030 705 17 St SW-Irrigation
173744	City of Faribault	602-49480-000-43820	11.36	005003-022 214 14 St NE
173744	City of Faribault	101-45127-450-43820	20.46	005003-043 705 17 St SW

Check Numb	Last Name	Acct 1	Amount	Description
173744	City of Faribault	241-46330-461-43860	38.36	005090-026 1526 Western Ave
173744	City of Faribault	902-00000-000-23935	-7,670.33	Water/Sewer-December
173744	City of Faribault	241-46330-461-43820	11.36	005090-004 1818 Shumway Ave
173744	City of Faribault	211-46310-460-43820	23.69	005003-000 16 1 St SE
173744	City of Faribault	241-46330-461-43820	11.36	005090-026 1526 Western Ave
173744	City of Faribault	601-49430-000-43850	28.21	005003-032 812 8 Ave NW (New Water Plant)
173744	City of Faribault	898-46310-000-43860	68.74	Storm Water thru 12/31/21
173744	City of Faribault	898-46310-000-43820	198.82	Water thru 12/31/21
173744	City of Faribault	898-46310-000-43820	3.60	014197-000 1324 Prairie Ave
173744	City of Faribault	241-46330-461-43820	11.36	005090-006 1810 Shumway Ave
173744	City of Faribault	241-46330-461-43820	11.36	005090-001 920 1 St SW
173744	City of Faribault	898-46310-000-43860	1.65	014197-000 1324 Prairie Ave
173744	City of Faribault	225-49810-430-43850	12.18	005003-004 3401 Hwy 21 W
173744	City of Faribault	225-49810-430-43850	8.32	005003-005 Airport Terminal
173744	City of Faribault	241-46330-461-43820	11.36	005090-007 1806 Shumway Ave
173744	City of Faribault	211-46310-460-43860	5.70	005003-000 16 1 St SE
173744	City of Faribault	898-46310-000-43850	350.41	Sewer Thru 12/31/2021
173744	City of Faribault	225-49810-430-43820	14.62	005003-004 3401 Hwy 21 W
173744	City of Faribault	241-46330-461-43860	20.69	005090-007 1806 Shumway Ave
	City of Faribault		8,288.30	
173745	CivicPlus	101-41110-410-43090	6,508.60	Agenda Management
	CivicPlus		6,508.60	
173724	Colonial Life	101-00000-000-21711	38.83	PR Batch 00501.01.2022 Short Term Disability
173724	Colonial Life	101-00000-000-21711	41.17	PR Batch 00501.01.2022 Short Term Disability
	Colonial Life		80.00	
173746	Community Co-op Oil Assn	101-42220-420-42120	17.20	Fuel
173746	Community Co-op Oil Assn	101-42220-420-42120	16.64	Fuel
173746	Community Co-op Oil Assn	603-49500-000-42120	-1.56	Credit for Federal Tax Charged on Fuel at C-Store
173746	Community Co-op Oil Assn	101-42220-420-42120	-2.73	Credit for Federal Tax Charged on Fuel at C-Store
173746	Community Co-op Oil Assn	101-45122-450-42120	-1.47	Credit for Federal Tax Charged on Fuel at C-Store
173746	Community Co-op Oil Assn	101-43121-430-42110	-15.01	Credit for Federal Tax Charged on Fuel at C-Store
173746	Community Co-op Oil Assn	101-00000-000-15520	6,844.52	Diesel Fuel for Vehicles & Equipment
173746	Community Co-op Oil Assn	101-00000-000-15520	14,027.55	Unleaded Fuel for Vehicles & Equipment
173746	Community Co-op Oil Assn	101-45200-450-44040	16.95	Tire Repair
173746	Community Co-op Oil Assn	101-43121-430-44040	688.00	Mount Rear Tires / Street #208
173746	Community Co-op Oil Assn	101-43126-430-42110	23.28	LP

Check Numb	Last Name	Acct 1	Amount	Description
	Community Co-op Oil Assn		21,613.37	
173747	Continental Research Corporation	101-45200-450-42110	1,198.98	Cleaning Chemicals
	Continental Research Corporation		1,198.98	
173748	Creative Co-Op	101-42110-420-42230	37.00	Garbage Bags
	Creative Co-Op		37.00	
173749	CSDVRS LLC	101-42123-420-43090	132.00	Language Translation
	CSDVRS LLC		132.00	
173750	Daikin Applied Americas Inc	101-49200-410-44940	74,617.11	Daikin Tax Abatement Due 2/1/2022
	Daikin Applied Americas Inc		74,617.11	
173751	Dakota Supply Group	601-49430-000-45300	3,200.00	Hydrant For Well 5 - Should be Invoiced to BCM
173751	Dakota Supply Group	601-49430-000-45300	-3,200.00	Credit For Hydrant Well 5. Invoiced To BCM Project.
173751	Dakota Supply Group	601-49430-000-42110	794.61	Hymax Coupler
173751	Dakota Supply Group	601-49430-000-42110	234.42	Repair Clamp
173751	Dakota Supply Group	601-49430-000-42110	1,081.38	Water Service Fittings
	Dakota Supply Group		2,110.41	
173752	Danberry Michael or Krin	601-00000-000-20200	20.06	Refund Check 017951-000, 516 3 St NE
	Danberry Michael or Krin		20.06	
173753	Davenport Group Inc	240-46210-460-42420	3,166.00	Computer - Deanna
173753	Davenport Group Inc	101-42110-420-42420	1,230.00	Computer / 2 Monitors / D Dillon
173753	Davenport Group Inc	101-42700-420-42420	1,230.00	Computer - 2 Monitors / D Delesha
173753	Davenport Group Inc	101-43121-430-42420	1,538.00	Dell Computer - Travis Block
173753	Davenport Group Inc	101-45200-450-42420	1,230.00	Dell OptiPlex 3080 Computer & Monitor
	Davenport Group Inc		8,394.00	
173754	Deputy Registrar	101-42121-420-44390	14.25	Registration / Tabs / #1
173756	Deputy Registrar	101-42121-420-44390	29.75	Registration / Tabs / New Plates / #7
173755	Deputy Registrar	215-42123-420-45500	27.00	Title for Dodge Durango VIN #3419

Check Numb	Last Name	Acct 1	Amount	Description
	Deputy Registrar		71.00	
0	Eckberg Lammers PC	101-41610-410-43040	12,654.35	Monthly Retainer Fee
	Eckberg Lammers PC		12,654.35	
173757	Essner Mark & Tracy	601-00000-000-20200	18.02	Refund Check 023717-000, 1130 Shumway Ct
173757	Essner Mark & Tracy	602-00000-000-20200	9.43	Refund Check 023717-000, 1130 Shumway Ct
	Essner Mark & Tracy		27.45	
173758	Fareway Stores Inc #126	101-41800-410-42115	25.96	Police Interviews - Beverages
	Fareway Stores Inc #126		25.96	
173759	Faribault Ace Hardware	101-45140-450-42110	40.46	Frostival Supplies
173759	Faribault Ace Hardware	101-42123-420-42410	25.19	Screwdriver Set for Firearms Use
173759	Faribault Ace Hardware	602-49480-000-42110	41.08	Mail Box
173759	Faribault Ace Hardware	101-41940-410-42110	38.98	Snow Shovels
173759	Faribault Ace Hardware	602-49480-000-42110	53.95	Cleaner/Delimer
173759	Faribault Ace Hardware	101-41940-410-42230	49.96	Corner Braces/Glue/Clamp
173759	Faribault Ace Hardware	602-49480-000-42110	41.38	Respirator N95 Mask & Batteries
173759	Faribault Ace Hardware	101-45140-450-42110	57.52	Tape and Battery - Neon Night
173759	Faribault Ace Hardware	101-42110-420-42230	27.86	Fasteners/Glade Air Freshener
173759	Faribault Ace Hardware	101-41940-410-42110	49.26	Cleaners & Door Holds
173759	Faribault Ace Hardware	101-42220-420-42210	10.40	Fittings for Auto Drains on Truck
173759	Faribault Ace Hardware	898-46310-000-42110	-0.01	#102 Mailbox Key Re-Cut No Charge
173759	Faribault Ace Hardware	898-46310-000-42110	0.01	#102 Mailbox Key Re-Cut No Charge
173759	Faribault Ace Hardware	101-42220-420-42110	4.49	Battery
173759	Faribault Ace Hardware	101-42500-420-42110	17.09	Flashlight-Code Enforcement
173759	Faribault Ace Hardware	101-45122-450-42110	6.29	Silicone
	Faribault Ace Hardware		463.91	
173760	Faribault Area Senior Citizens Inc	101-00000-450-34793	80.00	Buckham West Rental - July to December
173761	Faribault Area Senior Citizens Inc	101-41110-410-44383	21,500.00	Non-Profit/Civic Org. Funding - 1st Half
	Faribault Area Senior Citizens Inc		21,580.00	
173762	Faribault Community Festivals, Inc.	101-41110-410-44383	1,500.00	Faribault Heritage Festival Teen Activities Funding
173762	Faribault Community Festivals, Inc.	101-41110-410-44383	5,000.00	Faribault Heritage Festival Musical Events

Check Numb	Last Name	Acct 1	Amount	Description
	Faribault Community Festivals, Inc.		6,500.00	
173763	Faribault Daily News	101-42210-420-44330	200.15	Daily News Subscription - 52 Weeks
	Faribault Daily News		200.15	
0	Faribault Fleet Supply Inc	601-49430-000-42170	99.99	Rubber Boots For Watermain Break Repairs
0	Faribault Fleet Supply Inc	602-49450-000-42410	39.99	Boot Dryer
0	Faribault Fleet Supply Inc	101-42220-420-42110	19.99	Stihl Bar & Chain Oil
0	Faribault Fleet Supply Inc	101-43126-430-42110	42.28	Clip Pins And Clevis
0	Faribault Fleet Supply Inc	601-49430-000-42410	39.99	Boot Dryer
0	Faribault Fleet Supply Inc	601-49430-000-42110	9.78	Water Plant Supplies
	Faribault Fleet Supply Inc		252.02	
173764	Faribault Golf & Country Club	101-45200-450-44040	500.00	Mower Repairs
	Faribault Golf & Country Club		500.00	
173765	Faribault Post Office	602-49480-000-43220	1,065.53	Utility Billing Postage
173765	Faribault Post Office	601-49430-000-43220	1,065.53	Utility Billing Postage
173765	Faribault Post Office	603-49500-000-43220	1,065.52	Utility Billing Postage
	Faribault Post Office		3,196.58	
173766	Faribault Rental Equipment Inc	101-43121-430-42110	16.99	Chain For Chainsaws
	Faribault Rental Equipment Inc		16.99	
173767	Faribault Veterinary Clinic	101-42700-420-43090	250.00	Euthanasia of Stray Canine
	Faribault Veterinary Clinic		250.00	
0	Faribo Plumbing & Heating Inc	898-46310-000-44010	150.00	1324 Prairie Ave #211 Thermostat Install
0	Faribo Plumbing & Heating Inc	898-46310-000-42110	66.50	1324 Prairie Avenue #211 Thermostat Pro 1000
	Faribo Plumbing & Heating Inc		216.50	
0	FCTV	101-41110-410-44383	14,095.00	Faribault Community Television Non-Profit/Civic Org. Funding
	FCTV		14,095.00	

Check Numb	Last Name	Acct 1	Amount	Description
173768	Ferguson Enterprises Inc #3326/3099	601-49430-000-42410	984.00	Blowers For Confined Space
	Ferguson Enterprises Inc #3326/3099		984.00	
173769	Ferguson Waterworks #2516	601-49430-000-42410	149.00	Impact Driver
	Ferguson Waterworks #2516		149.00	
0	Fette Electronics Inc	101-42110-420-42410	350.00	Garage Remotes (10)
0	Fette Electronics Inc	101-42110-420-43090	85.00	Program Garage Remotes
	Fette Electronics Inc		435.00	
173770	Fieldstone Family Homes	101-00000-000-22000	1,000.00	Escrow Release for 2150 Goldenray Drive
	Fieldstone Family Homes		1,000.00	
173771	Freed Rebekah	601-00000-000-20200	63.17	Refund Check 024230-000, 115 5 Ave NW
	Freed Rebekah		63.17	
173772	Galls An Aramark Company	101-00000-000-10108	-425.29	Dress Uniforms (2) - Sandra Thomas Donation
173772	Galls An Aramark Company	101-42220-420-42180	425.29	Dress Uniforms (2) - Sandra Thomas Donation
173772	Galls An Aramark Company	101-00000-000-10100	425.29	Dress Uniforms (2) - Sandra Thomas Donation
	Galls An Aramark Company		425.29	
173773	Gillund Enterprises	101-43126-430-42110	239.96	Chain Lube
	Gillund Enterprises		239.96	
173774	Glenn's Service LLC	101-42121-420-43090	84.98	Tow '18 Nissan from Shager Park to FPD Evidence Garage / 22-0173
173774	Glenn's Service LLC	101-42121-420-43090	84.98	Towed Snowmobile & Trailer Division St to FPD Storage Facility
	Glenn's Service LLC		169.96	
0	Godfather's Pizza	101-45110-450-42115	102.36	Aquatics Staff Lifeguard Recertification In-Service Meeting Pizz
	Godfather's Pizza		102.36	
0	Gopher State One Call	601-49430-000-43090	16.67	2022 Annual Facility Operator Fee
0	Gopher State One Call	602-49450-000-43090	16.67	2022 Annual Facility Operator Fee
0	Gopher State One Call	603-49500-000-43090	16.66	2022 Annual Facility Operator Fee

Check Numb	Last Name	Acct 1	Amount	Description
	Gopher State One Call		50.00	
0	Great Northern Environmental LLC	602-49480-000-42210	1,333.15	Pump Seal
	Great Northern Environmental LLC		1,333.15	
173775	Gruber Dan	101-43121-430-44450	65.00	Mailbox Reimbursement
	Gruber Dan		65.00	
173776	Hach Company	601-49430-000-42110	107.16	Supplies For Chlorine Testing
173776	Hach Company	601-49430-000-42110	53.58	DPD Compound For Chlorine Testing
	Hach Company		160.74	
173777	Hacker Ben	601-00000-000-20200	33.17	Refund Check 013477-043, 728 Willow St
173778	Hacker Ben	601-00000-000-20200	28.53	Refund Check 013477-044, 730 Willow St
173779	Hacker Ben	601-00000-000-20200	248.15	Refund Check 013477-045, 920 Edgar Pl
	Hacker Ben		309.85	
173780	Hawkins Inc	602-49480-000-42160	5,864.08	Ferric Phos Control
173780	Hawkins Inc	601-49430-000-42160	875.40	Ammonia For Water Treatment
173780	Hawkins Inc	602-49480-000-42160	7,582.71	Ferric Phos Control
173780	Hawkins Inc	601-49430-000-42160	1,280.00	Chlorine For Water Treatment
173780	Hawkins Inc	602-49480-000-42160	1,266.18	Bleach Filament Control
173780	Hawkins Inc	101-45122-450-42160	429.43	Pool Chemicals
	Hawkins Inc		17,297.80	
173781	HD Supply Facilities Maintenance	241-46330-461-42110	215.94	6 Vertical Blinds
	HD Supply Facilities Maintenance		215.94	
173782	Heers Corporation	101-00000-000-22000	1,000.00	Escrow Release for 1939 Legacy Drive Permit No: 2021-00509
	Heers Corporation		1,000.00	
173783	Hernandez Rosa	601-00000-000-20200	3.92	Refund Check 012846-000, 610 Central Ave
	Hernandez Rosa		3.92	

Check Numb	Last Name	Acct 1	Amount	Description
173784	Hillyard Hutchinson	101-42110-420-42230	31.89	Garbage Bags
173784	Hillyard Hutchinson	101-42110-420-44010	346.00	Service Call for Scrubber
173784	Hillyard Hutchinson	101-42110-420-44010	1,305.48	Repair of Scrubber
173784	Hillyard Hutchinson	101-42110-420-42230	47.04	Liners LLS2945110S
	Hillyard Hutchinson		1,730.41	
0	Holm Connie	101-42110-420-42115	74.15	Cake & Treats - J Remme's Retirement Open House
	Holm Connie		74.15	
173785	Home Improvements by Tom Yennie	101-00000-000-22000	1,000.00	Escrow Release for 3116 Acorn Trail
	Home Improvements by Tom Yennie		1,000.00	
173786	Homeland Health Specialists Inc	101-41800-410-43090	102.00	Flu Shots Administration
	Homeland Health Specialists Inc		102.00	
0	I & S Group Inc	898-46310-000-44050	427.50	Parking Lot Project 21-25019 Construction Administration
	I & S Group Inc		427.50	
173725	IAFF Local 665	101-00000-000-21708	417.25	PR Batch 00501.01.2022 IAFF Local 665
173725	IAFF Local 665	101-00000-000-21708	302.75	PR Batch 00501.01.2022 IAFF Local 665
	IAFF Local 665		720.00	
173726	ICMA Retirement Trust 457	101-00000-000-21706	163.30	PR Batch 00501.01.2022 ICMA Deferred Comp
173726	ICMA Retirement Trust 457	101-00000-000-21706	171.70	PR Batch 00501.01.2022 ICMA Deferred Comp
	ICMA Retirement Trust 457		335.00	
0	Innovative Office Solutions LLC	101-45500-450-42010	44.78	Label Refills
0	Innovative Office Solutions LLC	240-46210-460-42010	59.72	Voice Recorder for Boards & Tag Key Holders for RB & PH
0	Innovative Office Solutions LLC	101-45110-450-42010	69.34	Markers/Pen Cup/Name Badges
0	Innovative Office Solutions LLC	101-45500-450-42010	7.53	Labels & Post-its
0	Innovative Office Solutions LLC	101-41800-410-42010	13.42	Payroll File Jackets
0	Innovative Office Solutions LLC	601-49430-000-42110	2.42	Paper Towels
0	Innovative Office Solutions LLC	240-46210-460-42010	61.31	Appointment Book/Pens/Sticky Notes
0	Innovative Office Solutions LLC	603-49500-000-42110	0.35	Paper Towels
0	Innovative Office Solutions LLC	602-49450-000-42110	2.42	Paper Towels
0	Innovative Office Solutions LLC	101-43121-430-42110	23.30	Paper Towels

Check Numb	Last Name	Acct 1	Amount	Description
0	Innovative Office Solutions LLC	101-42110-420-42010	7.83	File Folders
0	Innovative Office Solutions LLC	101-42110-420-42110	22.48	Towelettes
0	Innovative Office Solutions LLC	101-42124-420-42110	73.17	Paper Plates
Innovative Office Solutions LLC			388.07	
0	Internal Revenue Service	101-00000-000-21704	2,770.88	PR Batch 00501.01.2022 Medicare Employer
0	Internal Revenue Service	101-00000-000-21701	20,958.84	PR Batch 00501.01.2022 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21704	3,219.43	PR Batch 00501.01.2022 Medicare Employer
0	Internal Revenue Service	101-00000-000-21703	8,905.98	PR Batch 00501.01.2022 FICA Employer
0	Internal Revenue Service	101-00000-000-21703	8,905.98	PR Batch 00501.01.2022 FICA Employee
0	Internal Revenue Service	101-00000-000-21704	3,219.43	PR Batch 00501.01.2022 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	8,029.48	PR Batch 00501.01.2022 FICA Employer
0	Internal Revenue Service	101-00000-000-21701	18,181.77	PR Batch 00501.01.2022 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21703	8,029.48	PR Batch 00501.01.2022 FICA Employee
0	Internal Revenue Service	101-00000-000-21704	2,770.88	PR Batch 00501.01.2022 Medicare Employee
Internal Revenue Service			84,992.15	
173787	International Assoc for Property and Evidence Inc	101-42121-420-44330	65.00	Membership Dues 2022 / G Palan
International Assoc for Property and Evidence Inc			65.00	
173727	IUOE Local 70	101-00000-000-21708	1,061.56	PR Batch 00501.01.2022 Local 70 Union Dues
173727	IUOE Local 70	101-00000-000-21708	1,056.00	PR Batch 00501.01.2022 Local 70 Union Dues
173727	IUOE Local 70	101-00000-000-21708	-76.26	T Judd - Fair Share Only
IUOE Local 70			2,041.30	
0	JJD Companies LLC	101-43125-430-43090	1,104.99	Loader Rental For Snow
JJD Companies LLC			1,104.99	
173788	Johnson Joseph William	101-42123-420-42410	360.00	Shatter Balls
Johnson Joseph William			360.00	
173789	Kath Fred	601-00000-000-20200	37.51	Refund Check 022368-001, 2712 Hanson Ave
Kath Fred			37.51	
0	Kielmeyer Construction Inc	601-49430-000-42240	4,184.48	Rock For Watermain Break Repairs

Check Numb	Last Name	Acct 1	Amount	Description
	Kielmeyer Construction Inc		4,184.48	
173790	KLM Engineering Inc	601-49430-000-45400	15,500.00	Mixer for the Natgun Reservoir
	KLM Engineering Inc		15,500.00	
173791	LaCanne's Marine Inc	101-45122-450-44045	85.00	Pickleball Net Repair
	LaCanne's Marine Inc		85.00	
173792	Lamperts	241-46330-461-44050	530.84	1225 NW 2nd Avenue Oak Door
173792	Lamperts	241-46330-461-44050	158.90	900 D Spring Road Oak Door Hollow
	Lamperts		689.74	
173728	Law Enforcement Labor Services Inc	101-00000-000-21708	767.44	PR Batch 00501.01.2022 LELS 357 Union Dues
173728	Law Enforcement Labor Services Inc	101-00000-000-21708	662.56	PR Batch 00501.01.2022 LELS 357 Union Dues
	Law Enforcement Labor Services Inc		1,430.00	
173793	Law Enforcement Seminars LLC	101-42121-420-43140	385.00	Background Investigations Class / K Willers
	Law Enforcement Seminars LLC		385.00	
173794	LNS Court Reporting and Captioning	101-41110-410-43090	348.00	Closed Captioning - December
	LNS Court Reporting and Captioning		348.00	
0	MacQueen Equipment LLC	101-42220-420-42210	159.66	Gasket/Seal/Ring/Regulator
	MacQueen Equipment LLC		159.66	
0	Martin-McAllister Consulting Psychologists Inc	101-41800-410-43090	1,100.00	Public Safety Assessments
	Martin-McAllister Consulting Psychologists Inc		1,100.00	
0	Matejcek Implement Company	101-43121-430-42210	4.32	Hardened Washers / Street #218
0	Matejcek Implement Company	101-43126-430-42110	23.46	Hydraulic Caps
	Matejcek Implement Company		27.78	
173795	Matthies Robert P.	101-45140-450-42110	275.00	Frostival Horse Rides

Check Numb	Last Name	Acct 1	Amount	Description
	Matthies Robert P.		275.00	
173796	Metronet Holdings LLC	225-49810-430-43095	177.25	Metronet for Airport
173796	Metronet Holdings LLC	101-42110-420-43250	140.62	Fiber-Speed Internet and Phone
173796	Metronet Holdings LLC	101-42124-420-43250	82.90	Hosted Phone System
173796	Metronet Holdings LLC	902-00000-000-23935	-6,705.37	Hosted Phone System
173796	Metronet Holdings LLC	101-42210-420-43250	144.99	Hosted Phone System
173796	Metronet Holdings LLC	101-41940-410-43250	737.40	Hosted Phone System
173796	Metronet Holdings LLC	101-43121-430-43250	559.84	Hosted Phone System
173796	Metronet Holdings LLC	101-42700-420-43250	25.68	Hosted Phone System
173796	Metronet Holdings LLC	602-49450-000-43250	9.36	Hosted Phone System
173796	Metronet Holdings LLC	101-43190-430-43250	99.16	Hosted Phone System
173796	Metronet Holdings LLC	101-45125-450-43250	275.91	Hosted Phone System
173796	Metronet Holdings LLC	101-42400-420-43250	139.53	Hosted Phone System
173796	Metronet Holdings LLC	101-42110-420-43250	957.31	Hosted Phone System
173796	Metronet Holdings LLC	101-41110-410-43250	19.83	Hosted Phone System
173796	Metronet Holdings LLC	101-42121-420-43250	138.93	Hosted Phone System
173796	Metronet Holdings LLC	101-45126-450-43250	196.79	Hosted Phone System
173796	Metronet Holdings LLC	101-43110-430-43250	88.69	Hosted Phone System
173796	Metronet Holdings LLC	101-45110-450-43250	262.63	Hosted Phone System
173796	Metronet Holdings LLC	240-46210-460-43250	329.75	Hosted Phone System
173796	Metronet Holdings LLC	101-41320-410-43250	39.66	Hosted Phone System
173796	Metronet Holdings LLC	101-45200-450-43250	39.66	Hosted Phone System
173796	Metronet Holdings LLC	601-49430-000-43250	363.23	Hosted Phone System
173796	Metronet Holdings LLC	101-41510-410-43250	227.23	Hosted Phone System
173796	Metronet Holdings LLC	603-49500-000-43250	19.83	Hosted Phone System
173796	Metronet Holdings LLC	101-42123-420-43250	308.35	Hosted Phone System
173796	Metronet Holdings LLC	101-45500-450-43250	351.35	Hosted Phone System
173796	Metronet Holdings LLC	101-43126-430-43250	29.19	Hosted Phone System
173796	Metronet Holdings LLC	101-41910-410-43250	74.75	Hosted Phone System
173796	Metronet Holdings LLC	101-41580-410-43250	823.31	Hosted Phone System
173796	Metronet Holdings LLC	898-46310-000-43250	224.70	Hosted Phone System
173796	Metronet Holdings LLC	602-49480-000-43250	23.34	Hosted Phone System
173796	Metronet Holdings LLC	902-00000-000-23935	6,705.37	Hosted Phone System
173796	Metronet Holdings LLC	101-41800-410-43250	112.07	Hosted Phone System
	Metronet Holdings LLC		7,023.24	
173797	Mid America Business Systems	101-45500-450-44045	895.00	Service Agreement for Microfilm
	Mid America Business Systems		895.00	

Check Numb	Last Name	Acct 1	Amount	Description
173798	Mid States Organized Crime Information Center	101-42110-420-44330	200.00	Membership Dues 2022
	Mid States Organized Crime Information Center		200.00	
173799	Midwest Tape LLC	101-45500-450-42190	14.99	Books
173799	Midwest Tape LLC	101-45500-450-43096	188.00	Hoopla Digital Books/Video/Movies & Music
	Midwest Tape LLC		202.99	
173800	Mill City Properties LLC	101-49200-410-44940	27,049.47	Tax Abatement Due 2/1/22 Crossroads Sr Living
	Mill City Properties LLC		27,049.47	
0	Minnesota Child Support Payment Center	101-00000-000-21716	247.41	PR Batch 00501.01.2022 Child Support
0	Minnesota Child Support Payment Center	101-00000-000-21716	221.53	PR Batch 00501.01.2022 Child Support
	Minnesota Child Support Payment Center		468.94	
173801	Minnesota Department of Health	603-49500-000-44390	32.00	McDermott Class C License Exam
173802	Minnesota Department of Health	601-49430-000-44390	32.00	Knoepke Class D License Exam
	Minnesota Department of Health		64.00	
173803	Minnesota Department of Natural Resources	601-49430-000-44390	14,173.58	DNR Water Permit
	Minnesota Department of Natural Resources		14,173.58	
0	Minnesota Department of Revenue	101-00000-000-21702	7,924.48	PR Batch 00501.01.2022 State Income Tax
0	Minnesota Department of Revenue	101-00000-000-21702	9,157.88	PR Batch 00501.01.2022 State Income Tax
	Minnesota Department of Revenue		17,082.36	
173804	Minnesota Department of Transportation	469-43121-430-45300	741.51	(2021-04) Materials Testing & Bridge Inspection - December
	Minnesota Department of Transportation		741.51	
173729	Minnesota Public Employees Association	101-00000-000-21708	95.88	PR Batch 00501.01.2022 Police Support Services
173729	Minnesota Public Employees Association	101-00000-000-21708	99.12	PR Batch 00501.01.2022 Police Support Services
	Minnesota Public Employees Association		195.00	
173730	Minnesota Teamsters Local 320	101-00000-000-21708	245.05	PR Batch 00501.01.2022 Teamsters 320 Union Dues
173730	Minnesota Teamsters Local 320	101-00000-000-21708	321.15	PR Batch 00501.01.2022 Teamsters 320 Union Dues

Check Numb	Last Name	Acct 1	Amount	Description
	Minnesota Teamsters Local 320		566.20	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	156.80	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	88.40	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	326.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	191.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	359.60	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		1,121.80	
173805	Mississippi Welders Supply Inc	101-43126-430-42110	96.13	Welding Gas
	Mississippi Welders Supply Inc		96.13	
173806	Money Movers Inc	101-45110-450-43090	11.25	Insurance Reimbursement Maintenance Fee - December
	Money Movers Inc		11.25	
0	Motor Parts & Equipment Corp	602-49480-000-42210	16.37	Snow Blower Drive Belt
0	Motor Parts & Equipment Corp	602-49480-000-42130	15.56	Oil
0	Motor Parts & Equipment Corp	602-49450-000-42210	44.99	Truck #2 Parts
0	Motor Parts & Equipment Corp	602-49450-000-42210	55.07	Truck #2 Parts
0	Motor Parts & Equipment Corp	101-43121-430-42210	12.94	Fuel and Oil Filter for Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	6.47	Hydraulic Filter for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	19.29	Wiper Blade / Street #110
0	Motor Parts & Equipment Corp	101-43126-430-42110	213.27	Sand Paper
0	Motor Parts & Equipment Corp	101-43126-430-42110	54.92	Fuel Line
0	Motor Parts & Equipment Corp	602-49450-000-42210	5.92	Hydraulic Filter for Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	7.90	Hydraulic Filter for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	3.95	Hydraulic Filter for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	31.04	Blower Motor /Street #294
0	Motor Parts & Equipment Corp	101-43121-430-42210	26.04	DEF Fluid / Street #719
0	Motor Parts & Equipment Corp	101-43121-430-42210	11.99	Wiper Blade / Street #110
0	Motor Parts & Equipment Corp	101-42123-420-42210	3.24	Hydraulic Filter for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	4.85	Hydraulic Filter for Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	4.85	Hydraulic Filter for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	5.92	Hydraulic Filter for Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	4.75	Oil Filter
0	Motor Parts & Equipment Corp	101-43121-430-42210	15.80	Hydraulic Filter for Stock
	Motor Parts & Equipment Corp		565.13	

Check Numb	Last Name	Acct 1	Amount	Description
0	MTI Distributing Inc	101-45200-450-42210	42.93	Shifting Boot Cover
	MTI Distributing Inc		42.93	
173807	On Target A & M Inc	602-49480-000-43090	451.01	Water Billing - January
173807	On Target A & M Inc	601-49430-000-43090	451.01	Water Billing - January
173807	On Target A & M Inc	603-49500-000-43090	451.02	Water Billing - January
	On Target A & M Inc		1,353.04	
0	Orchard Trust Company	101-00000-000-21706	735.21	PR Batch 00501.01.2022 Roth Deferred Compensation
0	Orchard Trust Company	101-00000-000-21706	4,458.75	PR Batch 00501.01.2022 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21706	4,973.13	PR Batch 00501.01.2022 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21706	706.79	PR Batch 00501.01.2022 Roth Deferred Compensation
	Orchard Trust Company		10,873.88	
0	Paape Companies Inc	101-45500-450-44010	2,479.00	Repaired Boiler at Library
	Paape Companies Inc		2,479.00	
173808	Perry Richard	601-00000-000-20200	52.23	Refund Check 018613-000, 120 9 St NW
	Perry Richard		52.23	
173809	Piper Dennis & Kathryn	601-00000-000-20200	74.57	Refund Check 019023-001, 121 7 St NW
	Piper Dennis & Kathryn		74.57	
173810	Plunkett's Pest Control	101-45122-450-44010	39.36	Pest Control
	Plunkett's Pest Control		39.36	
173811	Porras Juan	101-42121-420-43090	50.00	Interpreting Services / 22-105 / T Larson
	Porras Juan		50.00	
0	Public Employees Retirement Association	101-00000-000-21705	10,009.71	PR Batch 00501.01.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	14,064.59	PR Batch 00501.01.2022 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	7,552.66	PR Batch 00501.01.2022 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	8,675.11	PR Batch 00501.01.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	10,880.92	PR Batch 00501.01.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	11,329.01	PR Batch 00501.01.2022 PERA Police & Fire

Check Numb	Last Name	Acct 1	Amount	Description
0	Public Employees Retirement Association	101-00000-000-21705	9,430.10	PR Batch 00501.01.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	9,376.40	PR Batch 00501.01.2022 PERA Police & Fire
	Public Employees Retirement Association		81,318.50	
0	QTPod	225-49810-430-43095	945.00	Network Access & Support for Airport Fuel System
	QTPod		945.00	
0	Quality Aviation Inc	225-49810-430-43090	1,416.67	January Management
0	Quality Aviation Inc	225-49810-430-43090	2,083.33	January Maintenance
	Quality Aviation Inc		3,500.00	
173812	R.A.W. Construction LLC	898-46310-000-44010	500.00	1324 Prairie Ave Plow/Shovel/Sanding 1/5/22
173812	R.A.W. Construction LLC	241-46330-461-44010	965.00	49 Units Plow/Sanding/Shovel 1/5/22
173812	R.A.W. Construction LLC	211-46310-460-44010	30.00	16 SE 1st Street Plow/Sanding 1/5/22
173812	R.A.W. Construction LLC	898-46310-000-44010	200.00	1324 Prairie Ave Sanding Parking Lot 1/6/22
173812	R.A.W. Construction LLC	241-46330-461-44010	40.00	904 Spring Road/910-920 1st Street SW/Western Ave Parking Lot Sa
	R.A.W. Construction LLC		1,735.00	
173813	RDO Equipment Co	101-43121-430-42210	250.72	Filters /Street #119
	RDO Equipment Co		250.72	
173814	Rice County Environmental Services - Solid Waste	404-45200-450-45300	5,901.01	Fleckenstein Bluff Park Excavation
	Rice County Environmental Services - Solid Waste		5,901.01	
173815	Rice County Highway Department	101-45200-450-42120	189.84	Fuel (October to December)
	Rice County Highway Department		189.84	
0	Rice County Recorder	101-41910-410-43520	148.00	Daikin Addition Docs A746957/747958/746959
0	Rice County Recorder	101-41910-410-43520	56.00	Met Con Business Park 4th -- Plats DOC A747204
0	Rice County Recorder	101-41910-410-43520	46.00	Met Con Business Park 4th -- Consent to Plat Doc 747203
0	Rice County Recorder	101-41910-410-43520	46.00	Ordinance 2021-4 Met Con Business Park 3rd -- Drainage and Utili
0	Rice County Recorder	101-41910-410-43520	46.00	Resolution 2021-168 - Met Con Business Park 4th -- Developer's P
0	Rice County Recorder	101-00000-000-22000	240.00	Record Stoneridge 3rd Addition Plat Review
0	Rice County Recorder	101-41910-410-43520	138.00	Resolution 2021-229 & 2021-230 & Ordinance 2021-11 Bakken 903 Sp
0	Rice County Recorder	101-43190-430-44390	20.00	Notary Recording Fee
0	Rice County Recorder	101-41910-410-43520	194.00	Hofmeister 3rd Addition Docs 746610/746611/746612/746613

Check Numb	Last Name	Acct 1	Amount	Description
0	Rice County Recorder	101-41910-410-43520	46.00	Met Con Business Park 4th Add -- Developer's Platting Agreement
0	Rice County Recorder	101-41910-410-43520	102.00	Record Stoneridge 3rd Resolutions 2021-098
	Rice County Recorder		1,082.00	
173816	Ronayne Terrance	601-00000-000-20200	51.03	Refund Check 012871-000, 3 Mott Ave SE
	Ronayne Terrance		51.03	
173817	Rosenau Mark	601-00000-000-20200	27.71	Refund Check 024351-000, 317 Western Ave
	Rosenau Mark		27.71	
173818	Sage Electrochromics Inc	101-49200-410-44940	80,611.69	Tax Abatement Due 2/1/22
	Sage Electrochromics Inc		80,611.69	
173819	Sanco Equipment LLC	101-45200-450-42210	176.64	Grapple Tines
	Sanco Equipment LLC		176.64	
173820	Savig Rodney	601-00000-000-20200	50.31	Refund Check 015230-000, 1705 Vale Ct
	Savig Rodney		50.31	
0	Schilling Supply Company	101-41940-410-42110	110.55	Ice Melt
	Schilling Supply Company		110.55	
0	Schirmer Karl D	101-45500-450-44010	395.00	Carpet Maintenance
0	Schirmer Karl D	101-45200-450-43090	390.00	Snow Removal
	Schirmer Karl D		785.00	
0	Selco	101-45500-450-42420	1,154.49	Desktop Computer & Monitor
0	Selco	101-45500-450-42030	22.62	Mailers
0	Selco	101-45500-450-43250	3,696.23	Basic Service Fees & V/A support
0	Selco	101-45500-450-43096	7,488.73	Overdrive Online Resource
0	Selco	101-45500-450-43095	930.00	Public PC Management - Pharos License
	Selco		13,292.07	
173821	Sherek Becky	101-42220-420-43090	3,326.00	Firefighter Medical Evaluations

Check Numb	Last Name	Acct 1	Amount	Description
	Sherek Becky		3,326.00	
0	Short Elliott Hendrickson Inc	602-49480-000-45300	10,823.79	Water Reclamation Facility Flood Mitigation Through 12/31/21
0	Short Elliott Hendrickson Inc	601-49430-000-45200	11,551.67	Water Treatment Plant Through 12/31/21
	Short Elliott Hendrickson Inc		22,375.46	
0	Shred Right	101-41320-410-43090	11.67	Shredding of Administration Documents 3 Boxes
0	Shred Right	101-41800-410-43090	15.56	Shredding of Human Resources Documents 4 Boxes
0	Shred Right	101-41510-410-43090	58.24	Shredding of Finance Documents 15 Boxes
0	Shred Right	101-42124-420-43090	20.25	Shredding Service
0	Shred Right	101-42210-420-43090	3.89	Shredding of Fire Dept Documents 1 Box
	Shred Right		109.61	
173822	Sign Solutions USA, LLC	101-43170-430-42240	7,136.40	Sign Posts For Sign Replacement
	Sign Solutions USA, LLC		7,136.40	
173823	Sirek Hydraulic Service Inc	101-45200-450-42210	486.23	Hydraulic Cylinder
	Sirek Hydraulic Service Inc		486.23	
173824	South Metro SWAT	101-42110-420-44330	12,500.00	SWAT Dues for 2022
	South Metro SWAT		12,500.00	
173825	Southern Minnesota Initiative Foundation	290-46500-462-44330	4,000.00	SMIF Annual Dues
	Southern Minnesota Initiative Foundation		4,000.00	
0	Southwest Service Cooperative	101-42123-420-41310	1,920.11	Maggie Hunt Insurance
0	Southwest Service Cooperative	101-00000-000-11510	731.72	Jerry Marzahn Insurance
0	Southwest Service Cooperative	101-42123-420-41310	673.18	Dustin Delmonico Insurance
0	Southwest Service Cooperative	101-00000-000-11510	1,536.44	Kimberly Lang Insurance
0	Southwest Service Cooperative	101-00000-000-11510	421.48	Maggie Hunt Insurance
0	Southwest Service Cooperative	101-00000-000-11510	148.16	John Harmon Insurance
0	Southwest Service Cooperative	101-42123-420-41310	675.01	John Harmon Insurance
0	Southwest Service Cooperative	101-00000-000-21707	147,201.59	Health Insurance Premiums - January
0	Southwest Service Cooperative	101-00000-000-11510	58.54	Dustin Delmonico Insurance
0	Southwest Service Cooperative	101-00000-000-11510	731.72	Carol Luczak-Dillerud Insurance
0	Southwest Service Cooperative	101-00000-000-11510	823.17	Nancy Andrist Insurance

Check Numb	Last Name	Acct 1	Amount	Description
	Southwest Service Cooperative		154,921.12	
0	Springbrook Holding Company LLC	601-49430-000-44325	4,144.50	Civic Pay Subscription
0	Springbrook Holding Company LLC	602-49450-000-44325	4,144.50	Civic Pay Subscription
0	Springbrook Holding Company LLC	602-49480-000-44325	1,420.50	Civic Pay Transaction Fees December
0	Springbrook Holding Company LLC	601-49430-000-44325	1,420.50	Civic Pay Transaction Fees December
	Springbrook Holding Company LLC		11,130.00	
173826	Star Sports & Apparel LLC	101-41800-410-44382	20.00	Engraved Plates for Clocks
	Star Sports & Apparel LLC		20.00	
173827	Stein Air Inc	101-49200-410-44940	4,332.12	Tax Abatement Due 2/1/22
	Stein Air Inc		4,332.12	
0	Stonebrooke Engineering Inc.	472-43121-430-45300	37,908.06	30th St NW-TH 3 Study through 12/31/21
	Stonebrooke Engineering Inc.		37,908.06	
173828	Streicher's Inc.	101-42123-420-42410	274.97	Rail Mount Lights (2)
	Streicher's Inc.		274.97	
173829	T. Nelson Properties	601-00000-000-20200	25.67	Refund Check 017470-081, 310 23 St NW Apt 6
	T. Nelson Properties		25.67	
0	Temple Electric Motor Service	101-45122-450-42410	4,894.00	Pool Pump
	Temple Electric Motor Service		4,894.00	
173830	The Joseph Company, Inc.	601-49430-000-45200	58,425.00	Well House 5 Rebuild Pay Est #1
173830	The Joseph Company, Inc.	601-49430-000-45200	3,075.00	Well House 5 Rebuild Retainage
173830	The Joseph Company, Inc.	601-00000-000-20610	-3,075.00	Well House 5 Rebuild Retainage
	The Joseph Company, Inc.		58,425.00	
173831	The UPS Store	101-42220-420-43250	60.32	Shipping Cost - Fit Test Equipment for Calibration
173831	The UPS Store	601-49430-000-43250	11.22	Fluoride Samples Sent To MDH

Check Numb	Last Name	Acct 1	Amount	Description
	The UPS Store		71.54	
173832	Thomson Reuters - West	101-42121-420-43090	433.44	Investigative Database - December
	Thomson Reuters - West		433.44	
173833	T-Mobile	101-45500-450-43096	297.50	Hotspots
	T-Mobile		297.50	
173834	Tom's Lock & Key, LLC	241-46330-461-42110	12.00	519 Lincoln Ave Rekey Locks 4 Keys
173834	Tom's Lock & Key, LLC	241-46330-461-44010	105.00	519 Lincoln Ave Rekey 3 Locks
	Tom's Lock & Key, LLC		117.00	
173835	Trembley Todd B	101-42123-420-43130	2,600.00	Patrol Bicycle
	Trembley Todd B		2,600.00	
173836	TRI Air Testing Inc	101-42220-420-43090	195.01	CGA Grade E Moisture Air Test for Air Compressor
	TRI Air Testing Inc		195.01	
173837	Trystar LLC	101-49200-410-44940	23,316.17	Tax Abatement Due 2/1/2022
	Trystar LLC		23,316.17	
173838	United Rentals (North America) Inc	101-43121-430-44160	234.00	Grinder Rental For Concrete
	United Rentals (North America) Inc		234.00	
173839	Universal Truck Equipment Inc.	101-43121-430-42210	726.25	Plow Lift Ram / Street #107
	Universal Truck Equipment Inc.		726.25	
0	US Bank - ACH Vendor	902-00000-000-22530	810,000.00	2012 GO Crossover Bond Payment-2012A
0	US Bank - ACH Vendor	344-47000-470-46010	810,000.00	2012 GO Crossover Bond Payment-2012A
0	US Bank - ACH Vendor	902-00000-000-23135	-810,000.00	2012 GO Crossover Bond Payment-2012A
0	US Bank - ACH Vendor	344-47000-470-46110	60,927.50	2012 GO Crossover Bond Payment-2012A
0	US Bank - ACH Vendor	902-00000-000-22530	5,215,000.00	G.O. Crossover Refunding Bonds 2012A (2006B & 2008A)
0	US Bank - ACH Vendor	902-00000-000-23135	-5,215,000.00	G.O. Crossover Refunding Bonds 2012A (2006B & 2008A)
0	US Bank - ACH Vendor	349-00000-000-10130	-5,215,000.00	G.O. Crossover Refunding Bonds 2012A (2006B & 2008A)

Check Numb	Last Name	Acct 1	Amount	Description
0	US Bank - ACH Vendor	349-47000-470-46010	5,215,000.00	G.O. Crossover Refunding Bonds 2012A (2006B & 2008A)
	US Bank - ACH Vendor		870,927.50	
173840	Verified Credentials Inc	101-42123-420-43090	40.00	Employment Background Checks
	Verified Credentials Inc		40.00	
0	Virg's Appliance Service Inc	241-46330-461-44010	85.00	1522 Western Ave Range Repair
0	Virg's Appliance Service Inc	898-46310-000-44010	85.00	1324 Prairie Ave Washer Repair
	Virg's Appliance Service Inc		170.00	
173841	Wal-Mart	101-42210-420-42110	34.66	Facial Tissue/Cleaning Supplies
173841	Wal-Mart	101-45140-450-42110	76.23	Frostival Supplies
173841	Wal-Mart	101-45122-450-42110	79.15	Broom/Coffee/Creamer & Laundry Detergent
173841	Wal-Mart	101-45122-450-42110	2.67	Sales Tax Charged on Purchase
173841	Wal-Mart	101-42110-420-42020	69.00	Ink Cartridges / D Dillon
173841	Wal-Mart	101-42121-420-42110	15.44	Glade CandlePlug Ins-Evidence Room
	Wal-Mart		277.15	
173842	Waste Management of WI-MN	601-49430-000-43840	63.84	PW Facility 1200 Belview Trl
173842	Waste Management of WI-MN	101-45200-450-43840	40.96	Parking Lot Behind Post Office
173842	Waste Management of WI-MN	603-49500-000-43840	9.08	PW Facility 1200 Belview Trl
173842	Waste Management of WI-MN	101-45200-450-43840	105.30	Dog Park 900 Lyndale Ave
173842	Waste Management of WI-MN	602-49480-000-43840	1,211.65	Water Reclamation Facility 214 14th St NE
173842	Waste Management of WI-MN	101-45200-450-43840	365.28	Central Ave 12/1/21-12/31/21
173842	Waste Management of WI-MN	101-42110-420-43840	115.10	Police 25 4th St NW
173842	Waste Management of WI-MN	101-45122-450-43840	110.00	Community Center 15 Division St W
173842	Waste Management of WI-MN	101-45127-450-43840	175.50	Soccer Field 704 17th St SW
173842	Waste Management of WI-MN	101-41940-410-43840	111.97	City Hall 208 1st Ave NW
173842	Waste Management of WI-MN	101-45500-450-43840	109.99	Buckham Center 11 Division St E
173842	Waste Management of WI-MN	602-49450-000-43840	63.84	PW Facility 1200 Belview Trl
173842	Waste Management of WI-MN	101-43121-430-43840	613.40	PW Facility 1200 Belview Trl
173842	Waste Management of WI-MN	101-45200-450-43840	795.60	North Alex Park 1810 2nd Ave NW
173842	Waste Management of WI-MN	225-49810-430-43840	126.59	Airport 3401 Hwy 21 W
173842	Waste Management of WI-MN	101-45200-450-43840	198.90	Teepee Tonka 10 3rd Ave NE
173842	Waste Management of WI-MN	101-42210-420-43840	118.97	Fire 122 2nd St NW
173842	Waste Management of WI-MN	101-45126-450-43840	21.65	Washington Rec Center 117 Shumway Ave
	Waste Management of WI-MN		4,357.62	

Check Numb	Last Name	Acct 1	Amount	Description
173843	Water Conservation Service Inc	601-49430-000-43090	952.88	Leak Detection St Paul Ave & 3rd St NW - December
	Water Conservation Service Inc		952.88	
0	WSB & Associates Inc	603-49500-000-43090	10,075.50	2021 SWMP MS4 Project - November
	WSB & Associates Inc		10,075.50	
173844	WT.Cox Information Services	101-45500-450-42191	5,900.24	Magazine Subscriptions
	WT.Cox Information Services		5,900.24	
173845	Xcel Energy	241-46330-461-43830	41.48	519 Lincoln Ave Vacant Gas thru 1/04/2022
173845	Xcel Energy	241-46330-461-43810	15.66	519 Lincoln Ave Vacant Electric thru 1/04/22
173845	Xcel Energy	241-46330-461-43830	29.37	912 SW 1st Street Vacant Gas thru 1/06/22
173845	Xcel Energy	241-46330-461-43810	9.45	912 SW 1st Street Vacant Electric thru 1/6/22
173845	Xcel Energy	101-45126-450-43810	19.03	171746 117 Shumway Lighting
173845	Xcel Energy	602-49450-000-43810	54.19	303670994 1090 Cannon Circle Lift Station
173845	Xcel Energy	101-42110-420-43830	5,134.45	303688424 25 4th St NW
173845	Xcel Energy	101-45200-450-43810	34.68	303920032 540 2nd Ave NW
173845	Xcel Energy	101-45122-450-43810	3,644.23	303273787 15 Central Ave Load Profile
173845	Xcel Energy	602-49450-000-43810	18.48	302772185 1150 Willow Lift Station
173845	Xcel Energy	101-41940-410-43810	1,821.09	303683323 208 1 Ave NW
173845	Xcel Energy	437-41940-410-43810	13.97	302880124 217 Mill St - Diesel Plt
173845	Xcel Energy	602-49450-000-43810	25.80	303333605 410 Frink Ave Lift Station
173845	Xcel Energy	602-49450-000-43810	26.83	302412146 1901 7 St NW Lift Station
173845	Xcel Energy	101-45122-450-43810	34.24	154794 16 Central Ave
173845	Xcel Energy	101-42500-420-43810	8.78	164184 930 4th CD Siren
173845	Xcel Energy	101-45200-450-43810	22.81	302165394 415 2nd Ave SW Wapacuta Pk
173845	Xcel Energy	101-45200-450-43810	134.08	302261595 920 9 Ave SW
173845	Xcel Energy	101-42500-420-43810	4.25	154013 1851 220 St E CD Siren
173845	Xcel Energy	101-45200-450-43810	9.02	304017445 900 Lyndale Ave N
173845	Xcel Energy	602-49480-000-43830	15,954.63	302858086 214 14 St NE
173845	Xcel Energy	101-43160-430-43810	41.19	304116511 800 Lyndale Ave S
173845	Xcel Energy	101-45500-450-43830	5,613.73	302342287 11 Division St E 70%
173845	Xcel Energy	101-41940-410-43830	1,556.97	303640982 208 1 Ave NW City Hall
173845	Xcel Energy	101-45200-450-43830	110.76	304017445 900 Lyndale Ave N
173845	Xcel Energy	602-49450-000-43810	234.39	304051816 1200 Belview Trl
173845	Xcel Energy	101-45126-450-43810	25.10	302492805 117 Shumway-Washington Center
173845	Xcel Energy	101-43160-430-43810	100.41	304157632 1602 2nd Ave NW
173845	Xcel Energy	101-43170-430-43810	24.23	303691980 2219 Grant St Lift Station
173845	Xcel Energy	101-43160-430-43810	116.90	302767481 210 3 St NE St Light HP
173845	Xcel Energy	101-43170-430-43810	103.19	302525247 4050 Hwy 60 W

Check Numb	Last Name	Acct 1	Amount	Description
173845	Xcel Energy	602-49480-000-43810	13.88	302940983 502 3rd Ave NW
173845	Xcel Energy	902-00000-000-23935	110,081.31	Electricity Bill-January
173845	Xcel Energy	101-42500-420-43810	4.25	167157 1203 Parshall St
173845	Xcel Energy	603-49500-000-43810	33.33	304051816 1200 Belview Trl
173845	Xcel Energy	101-45200-450-43830	153.30	302627100 Jefferson Warming House
173845	Xcel Energy	602-49450-000-43830	490.51	304051816 1200 Belview Trl
173845	Xcel Energy	437-41940-410-43810	222.34	303440015 217 Mill Street - Garage
173845	Xcel Energy	101-45200-450-43810	16.89	303510224 Central Park Band Stand
173845	Xcel Energy	602-49450-000-43810	55.15	302976387 1301 Willow St Lift Station
173845	Xcel Energy	101-45127-450-43810	99.88	304160080 705 17th St SW
173845	Xcel Energy	225-49810-430-43830	25.41	302414965 3401 Hwy 21 W
173845	Xcel Energy	101-45126-450-43810	204.36	303373970 117 Shumway Load Profile
173845	Xcel Energy	601-49430-000-43810	5,218.66	302969048 350 Alexander Park Well #6
173845	Xcel Energy	601-49430-000-43810	7,052.99	303929972 1904 Fairground Dr
173845	Xcel Energy	601-49430-000-43830	490.51	304051816 1200 Belview Trl
173845	Xcel Energy	602-49450-000-43830	193.26	302458578 828 8 Ave NW Park Shop
173845	Xcel Energy	101-45122-450-43830	1,303.90	303402179 16 Central Ave
173845	Xcel Energy	101-45500-450-43810	19.21	302342287 11 Division St E Security
173845	Xcel Energy	101-42500-420-43810	16.48	304214955 930 4th Ave NW Siren
173845	Xcel Energy	601-49430-000-43830	451.25	302971552 824 7th St Nw Water Works
173845	Xcel Energy	101-42110-420-43810	8,620.17	303688424 25 4th St NW
173845	Xcel Energy	437-41940-410-43810	191.89	302678011 217 Mill St
173845	Xcel Energy	602-49450-000-43810	35.24	303203605 319 Lind St Lift Station
173845	Xcel Energy	101-43160-430-43810	156.98	303661815 495 Heritage Pl
173845	Xcel Energy	101-45122-450-43810	1,157.21	302825421 19 Division St W
173845	Xcel Energy	601-49430-000-43810	8,732.73	303329691 824 7 St NW Pump Water
173845	Xcel Energy	101-45200-450-43810	29.90	303683055 100 Tee Pee Tonka Park
173845	Xcel Energy	101-43170-430-43810	8.78	156258 117 Shumway CD Siren
173845	Xcel Energy	101-45200-450-43810	5.72	303239611 Sr High Tennis Courts
173845	Xcel Energy	101-42500-420-43810	4.25	178539 2613A Hulett Court
173845	Xcel Energy	601-49430-000-43810	1,179.34	302814303 1217 Parshall Reservoir #2
173845	Xcel Energy	602-49450-000-43810	40.85	302346525 3030 Hwy 60 W Lift Station
173845	Xcel Energy	101-45200-450-43810	13.47	302321102 1000 7 Ave SW-S Alex Sec
173845	Xcel Energy	601-49430-000-43810	234.39	304051816 1200 Belview Trl
173845	Xcel Energy	101-43160-430-43810	52.10	304087990 510 2 Ave NW Carnival
173845	Xcel Energy	101-45200-450-43810	25.85	175957 500 Maple Lawn Cartway
173845	Xcel Energy	602-49450-000-43810	22.01	302794134 98 3 Ave NW Viaduct Lift Stati
173845	Xcel Energy	101-43121-430-43810	2,252.19	304051816 1200 Belview Trl
173845	Xcel Energy	101-43170-430-43810	25.16	304131503 2200 30th St NW
173845	Xcel Energy	101-43170-430-43810	117.06	303453265 1500 7 St NW Signal Light
173845	Xcel Energy	101-43170-430-43810	315.73	303396625 27 Division St E Signal Light
173845	Xcel Energy	101-45500-450-43810	1,460.46	302342287 11 Division St E
173845	Xcel Energy	602-49480-000-43810	19,524.63	304239286 214 14th St NE

Check Numb	Last Name	Acct 1	Amount	Description
173845	Xcel Energy	101-45200-450-43810	688.99	302576466 1815 Alexander Dr
173845	Xcel Energy	101-42500-420-43810	25.79	303930334 Fairgrounds/300 Western
173845	Xcel Energy	101-43121-430-43830	4,713.20	304051816 1200 Belview Trl
173845	Xcel Energy	101-42500-420-43810	8.78	146104 920 9 Ave SW CD Siren
173845	Xcel Energy	101-45125-450-43820	119.27	303727721 1830 2 Ave NW Aquatic Center
173845	Xcel Energy	101-43160-430-43810	43.47	304116512 1000 Lyndale Ave S
173845	Xcel Energy	101-45122-450-43830	2,405.88	302342287 Boiler Heat Line 30%
173845	Xcel Energy	101-43160-430-43810	38.84	304116510 1904 Grant St NW
173845	Xcel Energy	101-45126-450-43830	2,395.80	302971175 117 Shumway Washington Center
173845	Xcel Energy	101-43160-430-43810	13.97	303328788 1600 30 St NW
173845	Xcel Energy	101-45200-450-43810	21.61	304850239 TeePee Tonka Park Tunnel
173845	Xcel Energy	101-43170-430-43810	115.24	302531059 103 3 St NE Signal Light
173845	Xcel Energy	101-43170-430-43810	85.47	303446090 1418 Divsion St W Signal Light
173845	Xcel Energy	101-42210-420-43830	1,974.72	302350193 122 2 St NW Fire Hall
173845	Xcel Energy	101-43160-430-43810	259.28	304157645 3305 Highway 60
173845	Xcel Energy	101-45125-450-43810	585.30	303727721 1830 2 Ave NW Aquatic Center
173845	Xcel Energy	101-42210-420-43810	653.30	302527702 122 2 St NW-Fire Hall
173845	Xcel Energy	101-45200-450-43810	21.70	303659432 618 9 Ave SW Sledding Hill
173845	Xcel Energy	101-45200-450-43810	18.74	303683055 100 TP Tonka Security
173845	Xcel Energy	603-49500-000-43830	69.74	304051816 1200 Belview Trl
173845	Xcel Energy	437-41940-410-43830	663.12	303440015 217 Mill Street - Garage
173845	Xcel Energy	902-00000-000-23935	-110,081.31	Electricity Bill-January
	Xcel Energy		110,177.27	
173846	Ziegler Inc	602-49480-000-44040	922.30	Generator Fuel Test
	Ziegler Inc		922.30	
			2,153,803.97	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Day, Finance Director
MEETING DATE: January 25, 2022
SUBJECT: Resolution 2022-016 Approve 2021 Budget Amendments

Background:

Each year the City Council may approve amendments to the original budget to account for omissions, corrections, or unanticipated project expenditures and revenues. These amendments provide the necessary authority for spending additional funds or transferring budget allotments between accounts.

It is not necessary to amend every individual line item that is overspent. Total department or fund appropriations should be amended if they have exceeded the total spending authority provided by the Council with the original budget. Very often these amendments represent grant funding that was acquired after the original budget was adopted, or other unanticipated spending such as flood recovery or vehicle repairs.

The year-to-date expenditures and revenue reports have been reviewed and a list of amendments has been prepared for Council approval. A list of accounts to be amended is provided with the amount of the budget increase or decrease along with the final budget amount. A brief description of the need for the amendment is also provided.

Recommendation:

Approve Resolution 2022-016 Approve 2021 Budget Amendments.

Attachments:

1. Resolution 2022-016 Approve 2021 Budget Amendments

CITY OF FARIBAULT

RESOLUTION #2022-016
APPROVE 2021 BUDGET AMENDMENTS

WHEREAS, the annual 2021 budget may be amended by the City Council due to omissions, corrections, or unanticipated expenditures or revenues; and

WHEREAS, the current year-to-date budget report has been reviewed by staff and certain accounts require amendments; and

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes the Finance Director to amend the accounts in the 2021 Budget as identified in the attached list included with this resolution as "Exhibit A".

Date Adopted: January 25, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

**CITY OF FARIBAULT
2021 BUDGET AMENDMENTS**

Account Number	Account Description	Purpose	Amount of Increase		Original Budget	Final Budget
			Expenditure	Revenue		
GENERAL FUND						
Revenues						
101-00000-410-31410	Lodging Tax	Change in Accounting-Offsetting Revenue		\$ 113,000.00	-	\$ 113,000.00
101-00000-450-36230	Donations	Friends of Library 8/25/21 Donation	-	24,100.00		24,100.00
101-00000-450-36240	Miscellaneous Revenue	SELCO Reimbursement for ILL		3,172.00	1,500.00	4,672.00
Expenditures						
<u>City Council</u>						
101-41110-410-41030	Part-time Employees	Properly Accrued Salaries Payable Each Year	320.00		61,400.00	61,720.00
101-41110-410-43310	Travel Expenses	Reduce to Balance Due & Subscriptions	(900.00)		4,000.00	3,100.00
101-41110-410-44330	Dues & Subscriptions	Increase in LMC Membership Dues	900.00		19,200.00	20,100.00
101-41110-410-44383	Donations/Civic Organizations	Paradise Center for Arts	250,000.00		151,347.00	401,347.00
101-41110-410-44384	Lodging Tax - Chamber	Change in Accounting to Expense Code	113,000.00		-	113,000.00
<u>City Administration</u>						
101-41320-410-41010	Full-Time Employees	Properly Accrued Salaries Payable Each Year	1,880.00		194,811.00	196,691.00
101-41320-410-42030	Printed Forms	License/Permit Stickers	1,075.00		1,000.00	2,075.00
101-41320-410-42110	General Supplies	State Legislator Bonding Tour Meals	650.00		100.00	750.00
101-41320-410-43140	Training & Education	Reduce to Offset Costs for Printed Forms, Supplies	(725.00)		2,000.00	1,275.00
101-41320-410-43310	Travel Expense	Reduce to Offset Costs for Printed Forms, Supplies	(1,000.00)		2,000.00	1,000.00
<u>Human Resources</u>						
101-41800-410-41010	Full-time Employees	Properly Accrued Salaries Payable Each Year	25,960.00		139,382.00	165,342.00
<u>Building Maintenance</u>						
101-41940-410-41010	Full-time Employees	Properly Accrued Salaries Payable Each Year	410.00		62,462.00	62,872.00
<u>Police Administration</u>						
101-42110-420-41010	Full-time Employees	Properly Accrued Salaries Payable Each Year	13,050.00		602,056.00	615,106.00
101-42110-420-43090	Expert & Professional Services	Increased External Legal - Outside Investigation	17,000.00		2,500.00	19,500.00
101-42110-420-44010	Building Maintenance	Unanticipated Repairs - Large Main Gate	17,000.00		16,500.00	33,500.00

Account Number	Account Description	Purpose	Amount of Increase		Original Budget	Final Budget
			Expenditure	Revenue		
<u>Investigations</u>						
101-42121-420-41010	Full Time Employees	Properly Accrued Salaries Payable Each Year	14,530.00		613,485.00	628,015.00
<u>Police Uniform Patrol</u>						
101-42123-420-41010	Full-time Employees	Reduce Due to Year-end Staff Shortage	(35,000.00)		1,941,061.00	1,906,061.00
101-42123-420-44450	Claims & Damages	Unforeseen Claims & Damages	35,000.00		4,000.00	39,000.00
<u>Records</u>						
101-42124-420-41010	Full-time Employees	Properly Accrued Salaries Payable Each Year	2,370.00		292,303.00	294,673.00
<u>Fire Administration</u>						
101-42210-420-42230	Building Repair Supplies	Covid Supplies	1,000.00		2,000.00	3,000.00
101-42210-420-44010	Building Maintenance	Balance Building Repair Supplies	(1,000.00)		11,200.00	10,200.00
<u>Community Services</u>						
101-42700-420-43610	Insurance & Bonds	Reduce to Offset Increase Police Admin Costs	(34,000.00)		49,570.00	15,570.00
<u>Public Works Administration</u>						
101-43110-430-41010	Full-time Employees	Properly Accrued Salaries Payable Each Year	1,090.00		73,199.00	74,289.00
<u>Ice & Snow Removal</u>						
101-43125-430-42160	Chemicals	Increased Salt Use for Winter Season	15,000.00		65,000.00	80,000.00
101-43125-430-43090	Expert & Professional Services	Offset Increased Salt Use	(15,000.00)		50,000.00	35,000.00
<u>Equipment Maintenance</u>						
101-43126-430-41010	Full-time Employees	Properly Accrued Salaries Payable Each Year	3,720.00		189,313.00	193,033.00
<u>Engineering</u>						
101-43190-430-43090	Expert & Professional Services	Unanticipated Underwater Bridge Inspections	3,615.00		3,400.00	7,015.00
101-43190-430-43095	Software Maintenance	Reduce to Offset Costs for Expert & Professional	(1,115.00)		16,940.00	15,825.00
101-43190-430-43140	Training & Education	Not Used Due to COVID Classes Cancelled	(1,500.00)		2,250.00	750.00
101-43190-430-44045	Equipment Repairs	Reduce to Offset Costs for Expert & Professional	(500.00)		500.00	-
101-43190-430-44160	Rents & Leases	Reduce to Offset Costs for Expert & Professional	(500.00)		500.00	-
<u>Community Center Admin</u>						
101-45110-450-42030	Printed Forms	Buckham Bulletin Not Produced	(8,000.00)		24,000.00	16,000.00
<u>Community Center Building</u>						
101-45122-450-41040	Temporary Employees	Not Open Full Year	(13,000.00)		150,178.00	137,178.00

Account Number	Account Description	Purpose	Amount of Increase		Original Budget	Final Budget
			Expenditure	Revenue		
<u>Aquatic Center</u>						
101-45125-450-42110	General Supplies	Expense Overrun-Pool Drain Covers, Gutter Stones	6,000.00		5,500.00	11,500.00
101-45125-450-42180	Uniforms	Staff Uniforms	2,000.00		2,500.00	4,500.00
101-45125-450-44010	Building Maintenance	Extra Expense Not Being Open in 2020	13,000.00		4,000.00	17,000.00
<u>Washington Center</u>						
101-45126-450-41040	Temporary Employees	Not Open Full Year	(3,950.00)		18,295.00	14,345.00
<u>Soccer Complex</u>						
101-45127-450-42410	Minor Equipment	Not Used	(2,000.00)		2,000.00	-
101-45127-450-43090	Expert & Professional	Extra Mowing	4,400.00		7,500.00	11,900.00
101-45127-450-43820	Water Utilities	Extra Watering	4,900.00		8,000.00	12,900.00
101-45127-450-44010	Building Maintenance	Not Used	(3,350.00)		3,500.00	150.00
<u>Adult Programs</u>						
101-45130-450-42110	General Supplies	Not Open Full Year	(4,100.00)		18,000.00	13,900.00
<u>Youth Programs</u>						
101-45140-450-43090	Expert & Professional Services	Extra Interpreters	4,100.00		7,500.00	11,600.00
<u>Parks</u>						
101-45200-450-41040	Temporary Employees	Reduced Staffing	(11,200.00)		66,300.00	55,100.00
101-45200-450-41310	Health Insurance	To Offset Expert & Professional	(9,500.00)		112,844.00	103,344.00
101-45200-450-42110	General Supplies	Extra Expenses	6,500.00		56,500.00	63,000.00
101-45200-450-42160	Chemicals & Chemical Product	Cost of Fertilizer Increased	4,700.00		7,500.00	12,200.00
101-45200-450-43090	Expert & Professional	Increased Spending	9,500.00		36,000.00	45,500.00
<u>Library</u>						
101-45500-450-42190	Books	Dividend to be Added To Books	3,172.00		70,000.00	73,172.00
101-45500-450-45300	Other Improvements	Library Plaza Project Change Order #3	24,100.00		-	24,100.00
<u>Miscellaneous</u>						
101-49200-410-48100	Contingency	Properly Accrued Salaries Payable Each Year	(63,330.00)		110,000.00	46,670.00
Total General Fund Increase/Decrease			\$ 390,272.00	\$ 140,272.00		

Account Number	Account Description	Purpose	Amount of Increase		Original Budget	Final Budget
			Expenditure	Revenue		
SPECIAL REVENUE FUNDS						
<u>Community Development</u>						
240-46210-460-47200	Transfer Out	2018 & 2019 Franchise Fees Transfer to EDA		192,314.00	-	192,314.00
<u>Economic Development Authority</u>						
290-00000-462-39200	Transfer In	2018 & 2019 Franchise Fees Transfer to EDA	192,314.00		-	192,314.00
					-	-
Total Special Revenue Funds			\$ 192,314.00	\$ 192,314.00		
ENTERPRISE FUNDS						
<u>Water</u>						
601-49430-000-47200	Transfer Out	Internal Franchise Fees Classified as Transfer				
601-49430-000-43085	Water/Sewer Franchise Fees	Internal Franchise Fees Classified as Transfer				
<u>Sewer</u>						
602-00000-000-33422	State Grants & Aids	Flood Wall		\$ 1,060,000.00	\$ -	1,060,000.00
602-49450-000-41010	Full-time Employees	Properly Accrued Salaries Payable Each Year	2,330.00		329,617.00	331,947.00
602-49450-000-43090	Expert & Professional Services	Properly Accrued Salaries Payable Each Year	(2,330.00)		60,000.00	57,670.00
602-49480-000-41010	Full-time Employees	Properly Accrued Salaries Payable Each Year	10,140.00		661,918.00	672,058.00
602-49480-000-41310	Health Insurance	Health Insurance Election Changes				0.00
602-49480-000-42210	Vehicle/Equipment Parts	Increase for UV Parts Purchases	20,000.00		45,000.00	65,000.00
602-49480-000-43090	Expert & Professional Services	Properly Accrued Salaries Payable Each Year	(10,140.00)		375,000.00	364,860.00
602-49480-000-44050	Extraordinary Maintenance	Decrease to Offset UV Parts Purchases	(20,000.00)		60,000.00	40,000.00
602-49480-000-45300	Other Improvements	Flood Wall Expenses	1,266,229.00		2,090,000.00	3,356,229.00
Total Enterprise Funds			\$ 1,266,229.00	\$ 1,060,000.00		
TOTAL BUDGET INCREASE/DECREASE			1,848,815.00	1,392,586.00		



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: January 25, 2022
SUBJECT: Resolution 2022-018 Authorizing the Transfer of the 2021 Balance of Restricted Cash in Fund 240-00000-460-39200 to the Economic Development Authority of the City of Faribault, Minnesota

Background:

In July 2018, the City Council took action via Resolution 2018-149, to transfer Minnesota Investment Funds to the Community Development Fund to be used for economic development purposes. So that these dollars can be used for economic development, and to fulfill the intent of the City Council's actions identified in the original resolution, a separate action is necessary to transfer the balance of the restricted cash in the Community Development Fund (240-000-460-39200) to the Economic Development Fund 290. The total cash and liabilities to be transferred is \$466,660.04.

Recommendation:

Approve Resolution 2022-18 Authorizing the Transfer of the 2021 Balance of Restricted Cash in Fund 240-00000-460-39200 to the Economic Development Authority of the City of Faribault, Minnesota, and authorize a budget adjustment for the transaction.

Attachments:

1. Resolution 2022-018 Transfer of Restricted Cash in CD to EDA
2. Resolution 2018-149 Approve Transfer of State MIF Funds, One-time Exception.

CITY OF FARIBAULT

RESOLUTION #2022-018

AUTHORIZING THE TRANSFER OF THE 2021 BALANCE OF RESTRICTED CASH IN FUND 240-00000-460-39200 TO THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF FARIBAULT, MINNESOTA

WHEREAS, the Economic Development Authority (EDA) of the City of Faribault (City) supports and encourages the growth and attraction of new and existing businesses; and

WHEREAS, in July 2018 the City Council transferred Minnesota Investment Funds to the Community Development Fund to be used for economic development purposes via Resolution 2018-149; and

WHEREAS, the funds were transferred to a restricted cash account in the Community Development Fund; and

WHEREAS, to fulfill the intent of the City Council's action identified in Resolution 2018-149, an additional action is required to transfer the balance of the restricted cash in Fund 240-0000-460-39200 including cash and liabilities to Fund 290 Economic Development Authority.

NOW, THEREFORE BE IT RESOLVED, that City Staff is hereby directed to transfer funds as follows:

Fund	Transfer From	Transfer To	Amount
CD Restricted Cash	240-46210-460-47200		\$466,660.04
EDA Fund Balance		290-00000-462-39200	\$466,660.04

BE IT FURTHER RESOLVED, that a budget adjustment is authorized for the subsequent transaction, as are all other necessary actions to finalize the transfer.

Date Adopted: January 25, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

CITY OF FARIBAULT

RESOLUTION #2018-149
APPROVE TRANSFER OF STATE MIF FUNDS, ONE-TIME EXCEPTION

WHEREAS, the Minnesota Department of Employment and Economic Development offered a one-time exception to split the existing MIF Fund balance 80% for the City and 20% for the State; and

WHEREAS, the City Council discussed the option and agreed to participate in the one-time exception; and

WHEREAS, the 80% balance of MIF funds in the amount of \$638,165.16 can be used for any lawful public purpose expenditure; and

WHEREAS, the Faribault City Council chooses to transfer the MIF funds to the Community Development Fund with a designation for future economic development projects; and

NOW, THEREFORE, BE IT RESOLVED that City staff is hereby directed to transfer funds as follows:

Fund	Transfer from	Transfer to	Amount
State MIF Fund	249-46500-462-47200		\$638,165.16
Community Development Fund		240-00000-460-39200	\$638,165.16

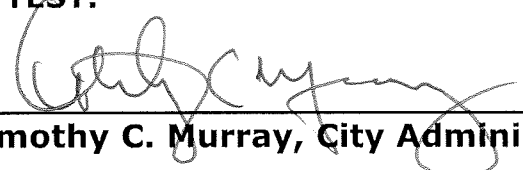
Date Adopted: July 24, 2018

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: Travis Block, Public Works Director
MEETING DATE: January 25, 2022
SUBJECT: Approve Hangar Rental Agreements

Background:

The City has received renewals for Hangar Rental Agreements for 2022. Lease terms are for one year and expire on December 31, 2022. The following renters have submitted a renewal of their Hangar Rental Agreement. A copy of one of the leases is attached.

Hangar No.	Building Name	City	State
624	2 Dan Pichelman	Burnsville	MN
131	3 David Vierra	Chaska	MN
133	3 Joe Lehrer	Prior Lake	MN
135	3 Jay Schmidt	New Prague	MN
136	3 Owen & Myrna Mibus	Northfield	MN
138	3 Kevin Prow	Elko New Market	MN
344	4 Michael Mowbray	Eden Prairie	MN
836	5 Curt Jones	Burnsville	MN
929	5 Timothy Passer	Faribault	MN

Recommendation:

Staff Recommends that the Council Approve the Above Referenced 2022 Hangar Rental Agreement Renewals.

Attachments:

1. B3 #131

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, 2022

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

SECTION 1 – OCCUPANT

1.1 Occupant Name: David Vierra
Occupant Address: 934 Walnut Ct
Chaska, MN 55318
Phone: _____
E-Mail (optional): _____
Aircraft Registration No. _____

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 # 131, in Building #3 as identified on the map maintained by the City of Faribault Public Works Department.

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

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

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

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

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

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

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

SECTION 3 – PAYMENTS, OTHER OCCUPANT RESPONSIBILITIES

- 3.1 Term. The term of this agreement shall be one year. This agreement takes effect on the date hereof, and expires on December 31, 2022. 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
208 NW 1st Avenue
Faribault, MN 55021

If to the occupant: David Vierra
934 Walnut Ct
Chaska, MN 55318

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, 2022

CITY OF FARIBAULT:

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

Attest: _____
Timothy C. Murray, City Administrator

OCCUPANT:

Dated: _____ By: David Vierra



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Manager
MEETING DATE: January 25, 2022
SUBJECT: Approve Rescinding of the City of Faribault Employee Choice Vaccination Policy and Attestation Form

Background:

The City of Faribault created a policy for all employees in regards to vaccinations, testing, and face coverings in response to the COVID-19 mandate on January 11, 2022. As indicated on its rulemaking site, Minnesota OSHA (MNOSHA) confirmed that it adopted the federal vaccine-or-test Emergency Temporary Standard (ETS) with reference to January 3, 2022. The ETS was effective in Minnesota as of the date of publication in the State Register (Jan. 3, 2022).

On January 13, 2022, the Supreme Court of the United States issued an order stopping the OSHA Vaccination and Testing ETS for employers with 100 or more employees from being implemented. MNOSHA announced immediately afterwards that it would also suspend enforcement of the ETS pending future developments. City Staff is asking that the City Council approve rescinding the City of Faribault Employee Choice Vaccination Policy and Attestation Form that was approved on January 11, 2022, since it has been deemed unwarranted.

Recommendation:

Approve Rescinding of the City of Faribault Employee Choice Vaccination Policy and Attestation Form

Attachments:

1. Faribault Employee Choice Vaccination Policy with Attestation Form

City of Faribault COVID-19 Vaccination, Testing and Face Covering Policy

Purpose

Vaccination is a vital tool to reduce the presence and severity of COVID-19 cases in the workplace, in communities, and in the nation as a whole. The City of Faribault encourages all employees to receive a COVID-19 vaccination to protect themselves and other employees. However, should an employee choose not to be vaccinated, this policy's sections on testing and face coverings will apply. This policy complies with OSHA's Emergency Temporary Standard on Vaccination and Testing (29 CFR 1910.501).

Definitions

- **Close Contact:** individuals are/were within six feet for a cumulative period of 15 minutes or more over 24 hours.
- **Social Distancing:** Individuals are minimally 6 feet apart.
- **Quarantine Period:** The duration of time for which a person who is exposed to COVID-19 must remain away from the worksite. Z
- **Isolation Period:** the duration of time for which a person who test positive for COVID-19 must remain away from the worksite.

Scope

This COVID-19 Policy on vaccination, testing, and face covering use applies to all employees of the City of Faribault, including but not limited to full-time, part-time, seasonal, and temporary.

As a term and condition of employment at the City of Faribault, all employees covered by this policy are required to:

1. Provide proof that they are fully vaccinated with a COVID-19 vaccine; or
2. Provide proof of regular testing for COVID-19 and wear a face covering in accordance with section addressing face coverings of this policy.

All employees are encouraged to be fully vaccinated. Employees are considered fully vaccinated two weeks after completing primary vaccination with a COVID-19 vaccine with, if applicable, at least the minimum recommended interval between doses.

All employees are required to report their vaccination status and, if vaccinated, provide proof of vaccination. Employees must provide truthful and accurate information about their COVID-19 vaccination status, and, if not fully vaccinated, their testing results. Employees not in compliance with this policy will be subject to discipline.

Should there be a need for discipline, the City of Faribault will follow a progressive schedule. There may be circumstances that warrant deviation from the order of discipline which will be determined on a case by case basis. The schedule will consist of the following:

1. Oral reprimand
2. Written reprimand
3. Suspension without pay
4. Discharge

Employees may request an exception from vaccination requirements (if applicable) if the vaccine is medically contraindicated for them or medical necessity requires a delay in vaccination. Employees also may be legally entitled to a reasonable accommodation if they cannot be vaccinated and/or wear a face covering (as otherwise required by this policy) because of a disability, or if the provisions in this policy for vaccination, and/or testing for COVID-19, and/or wearing a face covering conflict with a sincerely held religious belief, practice, or observance. Requests for exceptions and reasonable accommodations must be initiated by the employee by contacting the Human Resources Manager. All such requests will be handled in accordance with applicable laws and regulations and applicable city policies.

Procedures

Overview and General Information

Vaccination

Any City of Faribault employee not fully vaccinated by January 10, 2022 will be subject to the regular testing and face covering requirements of the policy.

To be fully vaccinated by January 10, 2022, an employee must:

- *Obtain the first dose of a two-dose vaccine no later than November 29, 2021 and the second dose no later than December 27, 2021 or*
- *Obtain one dose of a single dose vaccine no later than December 27, 2021.*

Employees will be considered fully vaccinated two weeks after receiving the requisite number of doses of a COVID-19 vaccine as stated above. An employee will be considered partially vaccinated if they have received only one dose of a two-dose vaccine.

Testing and Face Coverings

All employees who are not fully vaccinated as of **January 10, 2022** will be required to undergo regular COVID-19 testing and wear a face covering when in the workplace.

Policies and procedures for testing and face coverings are described in the relevant sections of this policy.

Vaccination Status and Acceptable Forms of Proof of Vaccination

Vaccinated Employees

All vaccinated employees are required to provide proof of COVID-19 vaccination, regardless of where they received vaccination. Proof of vaccination status can be submitted via completing a vaccination attestation form and submitting it to the Human Resources Manager.

Acceptable proof of vaccination status is:

1. *The record of immunization from a health care provider or pharmacy;*
2. *A copy of the COVID-19 Vaccination Record Card;*
3. *A copy of medical records documenting the vaccination;*
4. *A copy of immunization records from a public health, state, or tribal immunization information system; or*
5. *A copy of any other official documentation that contains the type of vaccine administered, date(s) of administration, and the name of the health care professional(s) or clinic site(s) administering the vaccine(s).*

Proof of vaccination generally should include the employee's name, the type of vaccine administered, the date(s) of administration, and the name of the health care professional(s) or clinic site(s) that administered the vaccine. In some cases, state immunization records may not include one or more of these data fields, such as clinic site; in those circumstances the City of Faribault will still accept the state immunization record as acceptable proof of vaccination.

If an employee is unable to produce one of these acceptable forms of proof of vaccination, despite attempts to do so (e.g., by trying to contact the vaccine administrator or state health department), the employee can provide a signed and dated statement attesting to their vaccination status (fully vaccinated or partially vaccinated); attesting that they have lost and are otherwise unable to produce one of the other forms of acceptable proof; and including the following language:

"I declare (or certify, verify, or state) that this statement about my vaccination status is true and accurate. I understand that knowingly providing false information regarding my vaccination status on this form may subject me to criminal penalties."

An employee who attests to their vaccination status in this way should to the best of their recollection, include in their attestation the type of vaccine administered, the date(s) of administration, and the name of the health care professional(s) or clinic site(s) administering the vaccine.

All Employees

All employees, both vaccinated and unvaccinated, must inform City of Faribault of their vaccination status. The following table outlines the requirements for submitting vaccination status documentation.

<i>Vaccination Status</i>	<i>Instructions</i>	<i>Deadline(s)*</i>
Employees who are fully vaccinated.	Submit proof of vaccination that indicates full vaccination.	January 10, 2022
Employees who are partially vaccinated (i.e., one dose of a two dose vaccine series).	Submit proof of vaccination that indicates when the first dose of vaccination was received, followed by proof of the second dose when it is obtained.	January 10, 2022
Employees who are not vaccinated.	Submit statement that you are unvaccinated but are planning to receive a vaccination by the deadline.	January 10, 2022
	Submit statement that you are unvaccinated and not planning to receive a vaccination.	January 10, 2022

**OSHA requires employers to collect all information about employee vaccination status starting January 10, 2022.*

Supporting COVID-19 Vaccination

An employee may take up to four (4) hours of duty time per dose to travel to the vaccination site, receive a vaccination, and return to work. This would mean a maximum of eight (8) hours of duty time for employees receiving two doses. If an employee spends less time getting the vaccine, only the necessary amount of duty time will be granted. Employees who take longer than four (4) hours to get the vaccine must send their supervisor an email documenting the reason for the additional time (e.g., they may need to travel long distances to get the vaccine). Any additional time requested will be granted, if reasonable, but will not be paid; in that situation, the employee can elect to use accrued leave, e.g., sick leave, to cover the additional time. If an employee is vaccinated outside of their approved duty time they will not be compensated.

Employees may utilize up to two sick days following each dose if they have side effects from the COVID-19 vaccination that prevent them from working. Employees who have no sick leave will be granted up to two days of additional sick leave immediately following each dose if necessary. Employees should contact their supervisor should they need to request leave.

Employee Notification of COVID-19, Exposure, and Removal from the Workplace

City of Faribault will require employees to promptly notify their supervisor and human resources when they have tested positive for COVID-19 or have been diagnosed with COVID-19 by a licensed healthcare provider.

A. Screening and Symptoms

Employees must actively monitor their own health. Each day, employees shall use the CDC or MDH check list prior to performing work on-site. The employees shall notify their supervisor if they are experiencing any of the following symptoms:

- Persistent cough
- Runny nose
- Sore throat
- Fever (100.4 degrees oral)
- Shortness of breath or difficulty breathing
- Chills
- Muscle pain
- Nausea, vomiting, or diarrhea within the last 24 hours
- New loss of smell or taste
- Fatigue
- Headache

B. Household Suspected or Confirmed Illness

If an employee, a person in the employee's household, someone under the care of the employee, or someone with whom the employee has had close contact is exhibit any of the symptoms listed above, the employee should notify their supervisor as soon as possible. While employees may not be required to stay away from work under these circumstances, supervisors shall, to the greatest extent possible, work with employees to allow them to work onsite in an isolated environment. If at any time the employee is notified of exposure to suspected or confirmed case of COVID-19, the employee must follow the CDC isolation and quarantine guidelines.

C. Return to Work Criteria

For any employee removed because they are COVID-19 positive, City of Faribault will keep them removed from the workplace until:

- the employee receives a negative result on a COVID-19 nucleic acid amplification test (NAAT) following a positive result on a COVID-19 antigen test if the employee chooses to seek a NAAT test for confirmatory testing, or
- meets the return to work criteria in CDC's "Isolation Guidance", or
- receives a recommendation to return to work from a licensed healthcare provider.

Under CDC's "[Isolation Guidance](#)," asymptomatic employees may return to work once 5 days have passed since the positive test, and symptomatic employees may return to work after all the following are true:

- At least 5 days have passed since symptoms first appeared, and
- At least 24 hours have passed with no fever without fever-reducing medication; and

- Other If you have no symptoms or your symptoms are resolving after 5 days (loss of taste and smell may persist for weeks or months and need not delay the end of isolation).

If an employee has severe COVID-19 or an immune disease, the City of Faribault will follow the guidance of a licensed healthcare provider regarding return to work.

COVID-19 Testing

All employees who are not fully vaccinated will be required to comply with this policy for testing.

Employees who report to the workplace at least once every seven days:

- (A) *must be tested for COVID-19 at least once every seven days; and*
- (B) must provide documentation of the most recent COVID-19 test result to Human Resources or designated supervisor no later than the seventh day following the date on which the employee last provided a test result.

Any employee who does not report to the workplace during a period of seven or more days (e.g., if they were teleworking for two weeks prior to reporting to the workplace):

- (A) must be tested for COVID-19 within seven days prior to returning to the workplace; and
- (B) must provide documentation of that test result to Human Resources or designated supervisor upon return to the workplace.

If an employee does not provide documentation of a COVID-19 test result as required by this policy, they will receive disciplinary action and be removed from the workplace until they provide a test result.

Employees who have received a positive COVID-19 test or have been diagnosed with COVID-19 by a licensed healthcare provider, are not required to undergo COVID-19 testing for 90 days following the date of their positive test or diagnosis.

Employees can fulfill the weekly testing requirement by going to their pharmacy or any healthcare provider that administers testing. Testing must be completed every seven days. Employees need to furnish physical proof of any testing results to their supervisor or the Human Resources Manager, with the employee's name and test result on the form. For any positive results employees must bring in the positive test result upon their return.

The City of Faribault will not cover any costs for the test itself. Time away from work to test will not be covered and sick leave or any accrued leave must be used. Time away from work due to a positive test result to quarantine will need to be covered by sick leave or any accrued leave available.

Face Coverings

City of Faribault will require all employees who are not fully vaccinated to wear a face covering. Face coverings must:

1. completely cover the nose and mouth.
2. be made with two or more layers of a breathable fabric that is tightly woven (i.e., fabrics that do not let light pass through when held up to a light source).
3. be secured to the head with ties, ear loops, or elastic bands that go behind the head. If gaiters are worn, they should have two layers of fabric or be folded to make two layers.
4. fit snugly over the nose, mouth, and chin with no large gaps on the outside of the face; and
5. be a solid piece of material without slits, exhalation valves, visible holes, punctures, or other openings. Acceptable face coverings include clear face coverings or cloth face coverings with a clear plastic panel that, despite the non-cloth material allowing light to pass through, otherwise meet these criteria and which may be used to facilitate communication with people who are deaf or hard-of-hearing or others who need to see a speaker's mouth or facial expressions to understand speech or sign language respectively.

Employees who are not fully vaccinated must wear face coverings over the nose and mouth when indoors and when occupying a vehicle with another person for work purposes. Policies and procedures for face coverings will be implemented, along with the other provisions required by OSHA's COVID-19 Vaccination and Testing ETS, as part of a multi-layered infection control approach for unvaccinated workers.

The following are exceptions to City of Faribault's requirements for face coverings:

1. When an employee is alone in a room with floor to ceiling walls and a closed door.
2. For a limited time, while an employee is eating or drinking at the workplace or for identification purposes in compliance with safety and security requirements.
3. When an employee is wearing a respirator or facemask.
4. Where City of Faribault has determined that the use of face coverings is infeasible or creates a greater hazard (e.g., when it is important to see the employee's mouth for reasons related to their job duties, when the work requires the use of the employee's uncovered mouth, or when the use of a face covering presents a risk of serious injury or death to the employee).

New Hires:

All new employees are required to comply with the vaccination, testing, and face covering requirements outlined in this policy on the first day of employment and as a condition of employment. Potential candidates for employment will be notified of the requirements of this policy prior to the start of employment.

Confidentiality and Privacy:

All medical information collected from individuals, including vaccination information, test results, and any other information obtained as a result of testing, will be treated in accordance with applicable laws and policies on confidentiality and privacy.

Questions:

Please direct any questions regarding this policy to the Human Resources Manager.

City of Faribault

COVID-19 Vaccine Attestation Form

COVID-19 is a highly communicable, infectious, and serious disease that can lead to hospitalization and sometimes even death. In accordance with anticipated MN OSHA standards, effective January 10, 2022, the City of Faribault is requesting your COVID-19 vaccination status.

Individual's name:
Phone number:
Job Title:

Check one of the following boxes as applicable:

- ☐ I disclose I am fully vaccinated and therefore will not be required to participate in at least weekly COVID-19 testing.

Attach acceptable proof of vaccination status per policy, which includes:

- The record of immunization from a health care provider or pharmacy.
- A copy of the COVID-19 Vaccination Record Card.
- A copy of medical records documenting the vaccination.
- A copy of immunization records from a public health, state, or tribal immunization information system; or
- A copy of any other official documentation that contains the type of vaccine administered, date(s) of administration, and the name of the health care professional(s) or clinic site(s) administering the vaccine(s).

- ☐ I will participate in at least weekly COVID-19 testing. *Pursuant to City of Faribault policy, I understand that my failure to participate in the required steps associated with weekly testing in a timely manner may subject me to discipline up to and including termination.*

- ☐ I disclose I am not fully vaccinated but intend to become fully vaccinated prior to February 9, 2022 and will provide proof of the required one (or two) vaccinations prior to that date.

- ☐ **I am requesting an accommodation consideration from vaccination or from weekly testing.** *Checking this box requires completion of the Medical Accommodation request form or the Religious Accommodation request form and any additionally required paperwork as requested to begin this interactive discussion.*

Signature	Date
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Data Practices (Tennessen Advisory)

COVID-19 is a highly communicable, infectious, and serious disease that can lead to hospitalization and sometimes even death. According to the Centers for Disease Control and Prevention and the Minnesota Department of Health, the best way to prevent infection and from spreading the disease is by being vaccinated. Testing employees for COVID-19 infection is a critical tool for minimizing potential exposure to COVID-19 and enabling an early response to prevent further transmission of the virus. To protect, to the extent reasonably possible, the health and safety of our employees and our customers from the direct threat resulting from the spread of COVID-19 in the workplace, except for employees who attest and provide proof they have been fully vaccinated against COVID-19, the City of Faribault is requiring mandatory testing for COVID-19 of all employees who are required to access the workplace, as set forth in the City of Faribault's COVID-19 Vaccination, Testing, and Face Covering Policy.

As part of this ongoing testing, employees who do not attest and submit proof of full COVID-19 vaccination will have their information and specimen collected to provide a COVID-19 test result. The COVID-19 test sample and other information collected during the COVID-19 test is classified as private data under the Minnesota Government Data Practices Act.

You are hereby advised you are being requested for nonpublic data as part of the City of Faribault's COVID-19 Vaccination, Testing, and Face Covering Policy. Some of the information you will be asked to provide may be classified by state law as either private or confidential. Private data is defined as information which generally cannot be given to the public but can be given to the subject of the data. Confidential data is defined as information which generally cannot be given to either the public or the subject of the data but is limited to those whose official duties require access.

Specifically, we are requesting information, and may request additional information, into the COVID-19 vaccination status of employees and your individual COVID-19 vaccination status in particular, as part of the implementation and administration of the City of Faribault's COVID-19 Vaccination, Testing, and Face Covering Policy. The data helps us to determine whether you pose a safety risk to yourself, your coworkers, or the public, or whether you will be denied admission to the workplace for the protection of City of Faribault employees and/or the public.

City of Faribault employees have the right to refuse to take a COVID-19 test and are not legally required to provide the requested data. However, if an employee has not attested and submitted proof of full vaccination against COVID-19 and refuses to take a COVID-19 test or does not provide the requested information or sample to conduct a COVID-19 test, the individual: will not be admitted to the workplace; may be subject to discipline, up to and including discharge; and may be sent home and placed on unpaid leave status, all as set forth in the City of Faribault's COVID-19 Vaccination, Testing, and Face Covering Policy.

Access to private information gathered under the City of Faribault's COVID-19 Vaccination, Testing, and Face Covering Policy will be limited to testing site staff, the designated testing laboratory, any designated vendor who will communicate the test results to the employee and/or the City of Faribault, the Minnesota Department of Health, local public health, City of Faribault HR staff, members of City of Faribault staff with a business need to know about the information in the course of their duties or responsibilities, the person who is the subject of private data about him or herself, people who have permission from the subject of the data, participants in any litigation, mediation, veterans preference hearing, grievance arbitration, or other administrative proceeding which results from actions taken, and others authorized by law. If litigation arises, the information and related documents may be provided to the court and parties. In such a case, court rules and orders apply, and the court decides whether such information and documents are public or confidential/sealed.

Advisory provided to the employee by the City of Faribault on or about the 10th day of January, 2022.

I acknowledge receiving this advisory.

Employee Signature

This section to be completed only by employees who are not providing proof of full vaccination and are consenting to COVID-19 testing.

By signing below, I understand, agree, certify, and authorize the following:

- **I have read and agree to the terms set forth in the City of Faribault COVID-19 Vaccination, Testing, and Face Covering Policy.**
- **I have been advised that I have the right to refuse to submit to COVID-19 testing.**
- **I consent to submit to COVID-19 testing.**

My data, including my information and my specimen, may be collected, shared, used, and retained by the City of Faribault as detailed above, and as authorized by law.

My consent will be in effect for the duration of the testing requirement, or until I rescind my consent in writing.

I will hold harmless the City of Faribault, the State of Minnesota, all contracted vendors, and all their respective employees, representatives, officers, agents, and contractors from any and all liability and claims related to or that may arise from COVID-19 testing.

I understand that if I become fully vaccinated against COVID-19, submit a new Vaccination Attestation Form and proof of vaccine to HR that I am fully vaccinated I will be removed from the COVID-19 testing requirement.

Signature

Date



Request for Council Action

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: January 25, 2022
SUBJECT: Resolution 2022-017 Approve Appointments of Board and Commission Members

Background:

Applications were reviewed and appointments recommended at the January 18, 2022 City Council Work Session for various board and commission openings. The attached resolution details the recommended appointments, listing the applicant, the board/commission to which they are being appointed, and the end date for the term of their appointment.

There are still a few openings yet to be filled—as additional applications are received, those will be brought forward for consideration of appointment.

Recommendation:

Approve Resolution 2022-017

Attachments:

1. Resolution 2022-017 Approve Appointments of Committee, Board, and Commission Members
2. 2022 Working List - Board and Commission Members

CITY OF FARIBAULT

RESOLUTION #2022-017

APPROVE APPOINTMENTS OF BOARD AND COMMISSION MEMBERS

WHEREAS, there exist numerous vacancies for boards and commissions for the City of Faribault; and

WHEREAS, the City received applications from individuals interested in serving on these boards and commissions; and

WHEREAS, the City Council reviewed the applications at their January 18, 2022 Work Session meeting and recommended the appointments for individuals to the boards and commissions.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council hereby appoints the following individuals to the listed board or commission with the date of term expiration as identified:

<u>Appointee</u>	<u>Board/Commission</u>	<u>Expiration</u>
Bruch, Stein	Airport Advisory Board	1/31/2025
Smith, William	Airport Advisory Board	1/31/2025
Campbell, David	Economic Development Authority	1/25/2028
Anderegg, Katy	Environmental Commission	1/31/2025
Brown, Martha	Environmental Commission	1/31/2025
Kuhlman, Ron	Heritage Preservation Commission	1/31/2025
Nordmeyer, Lee	Heritage Preservation Commission	1/31/2025
McColley, Travis	Housing & Redevelopment Authority	1/31/2027
Liu, Gordon	Library Advisory Board	1/31/2023
Simon, Keri	Library Advisory Board	1/31/2025
Spooner, Jayne	Library Advisory Board	1/31/2025
Weeg, Nevaeh	Library Advisory Board (Student)	1/31/2023
Fuchs, Mark	Park & Rec Advisory Board	1/31/2025
Kreager, Chad	Park & Rec Advisory Board	1/31/2025
Temple, Troy	Park & Rec Advisory Board	1/31/2025
Schonebaum, Henry	Park & Rec Advisory Board (Student)	1/31/2023
Elleby, Gordon (Duffy)	Peter Smith Advisory Board	1/31/2025
Campbell, David	Planning Commission	1/31/2025
Temple, Sam	Planning Commission	1/31/2025
Dudley, Lesley	Tourism Commission	1/31/2023
Nelson, Heidi	Tourism Commission	1/31/2025
Orr, Miki	Tourism Commission	1/31/2025
Theis, Amanda	Tree Board	N/A

Donkers, Mike	Charitable Gambling Board	1/31/2024
Meschke, Terry	Charitable Gambling Board	1/31/2024
Sirek, Jon	Charitable Gambling Board	1/31/2024
Tobin, Jason	Charitable Gambling Board	1/31/2024
Vigesaa, Horace	Charitable Gambling Board	1/31/2024

Date Adopted: January 25, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



2022 COUNCIL-APPOINTED BOARD AND COMMISSION MEMBERS

AIRPORT ADVISORY BOARD – Ch. 3, Art. II, City Code of Ordinances (Ord. A-368, 76-09, 95-19, 2021-1); Seven (7) members (a minimum of 5 members who reside or work in the city, and up to 2 residents of the county); Advises the City Council and City Administrator on the construction, improvement, maintenance and operation of the municipal airport, and general aviation activities affecting the community.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Tom Waarvik	02/09/93	3 yrs.	1/31/2023
2. (James) Carl Hooper (county resident)	09/13/01	3 yrs.	1/31/2023
3. Doug Nelson	05/23/17	3yrs.	1/31/2023
4. Mike Brown, Sr.	12/22/09	3 yrs.	1/31/2024
5. (Robert) Pete Johnson	04/27/76	3 yrs.	1/31/2024
6. Stein Bruch	01/25/22	3 yrs.	1/31/2025
7. William Smith	02/12/19	3 yrs.	1/31/2025

- Airport Manager: Gerald Serres
- Meetings: Monthly, third Wednesday at 7:00 a.m., Airport Board Room
- City Staff & Agenda Contact: Travis Block, Public Works Director

JOINT AIRPORT ZONING BOARD (CITY REPRESENTATIVES) – Ch. 3, Art. III, City Code of Ordinances (Res. 2011-016, MN §360.063(3)); In cooperation w/Rice Co, Cannon City Twp., Wells Twp., establishes, administers, and enforces zoning laws for the area surrounding the airport and for the protection of the airport and the public.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Chuck Ackman (Planning Commission Rep)	02/08/11	indefinite	---
2. Tom Waarvik (Airport Advisory Board Rep)	02/08/11	indefinite	---

- Meetings: As Needed, City Hall Public Meeting Room
- City Staff & Agenda Contact: David Wanberg, City Planner
- Board Appointed Chairperson: **OPEN**

CHARTER COMMISSION –Resolution 2011-089. The Charter Commission is responsible for reviewing and revising the City Charter to ensure that it meets all applicable State and Federal laws and meets the needs of the citizens. Appointments made by District Chief Judge.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Kymn Anderson	05/24/11	4 yrs.	12/31/2022
2. Dan Behrens	05/24/11	4 yrs.	12/31/2022
3. Kay Duchene	01/22/19	4 yrs.	12/31/2022
4. John Jasinski	05/24/11	4 yrs.	12/31/2022
5. Pat Rice	05/24/11	4 yrs.	12/31/2022
6. Chuck Ackman	05/24/11	4 yrs.	12/31/2024

7. Daniel Burns	05/24/11	4 yrs.	12/31/2024
8. David Albers	05/23/17	4 yrs.	12/31/2024
9. Tom Spooner (Council rep.)	01/12/21	4 yrs.	12/31/2024

- Meetings: as scheduled (at least once annually)
- City Staff & Agenda Contact: Tim Murray, City Administrator

CHILDREN'S FUND (AQUATIC CENTER) BOARD –Resolution 2003-226; Advises City Council and staff on the Aquatic Center Scholarship fund monies.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Chad Christiansen	02/04/20	3 yrs.	1/31/2023
2. Ken Hubert	03/27/18	3 yrs.	1/31/2024
3. OPEN		3 yrs.	1/31/2025

- Meetings: Annually (and otherwise if needed)
- City Staff & Agenda Contact: Paul Peanasky, Parks & Recreation Director

ECONOMIC DEVELOPMENT AUTHORITY – Enabling Resolution 2016-239 (Res. 86-77, 2001-98, 2005-35, and 2008-015); The EDA has authority to take action on economic development programs for business and industry. The EDA manages tax increment financing districts and multiple grant and loan programs. Its powers are defined by state law.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Mayor Kevin Voracek (Council Rep.)	01/08/19	4 yrs.	1/14/2025
2. Janna Viscomi (Council Rep.)	01/08/19	4 yrs.	1/10/2023
3. Matthew Drevlow	05/23/17	6 yrs.	1/24/2023
4. Grant Forsythe*	11/09/21	6 yrs.	1/24/2023
5. Rodney Gramse	02/11/14	6 yrs.	1/28/2025
6. Will Fort*	08/24/21	6 yrs.	1/26/2027
7. David Campbell	01/25/22	6 yrs.	1/25/2028

*Appointed to partial term to fill vacancy due to resignation

- Meetings: Monthly, third Thursday at 7:00 a.m., City Hall Public Meeting Room
- City Staff & Agenda Contact: Deanna Kuennen, Community and Economic Development Director

ENVIRONMENTAL COMMISSION – Ordinance 2020-3. The Commission advises the City Council on environmental issues and opportunities affecting the City while respecting the City's economic and social environments.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Richard Huston	04/14/20	3 yrs.	1/31/2023
2. Emily Nesvold	04/14/20	3 yrs.	1/31/2023
3. Roger Steinkamp	04/14/20	3 yrs.	1/31/2023
4. Claudia Garcia	01/26/21	3 yrs.	1/31/2024
5. Sonny Wasilowski	01/26/21	3 yrs.	1/31/2024
6. Katy Anderegg	01/25/22	3 yrs.	1/31/2025
7. Martha Brown	01/25/22	3 yrs.	1/31/2025

- Meetings: Monthly, fourth Monday at 6:00 p.m., City Hall Public Meeting Room
- City Staff & Agenda Contact: David Wanberg, City Planner

HERITAGE PRESERVATION COMMISSION - Ordinance 81-12, 83-05, 85-21, (Ord. 95-19 -7 members)

The Commission advises City Council and staff on issues related to the preservation of the community's cultural, historical and architectural heritage. Must be a City resident (per MN Stat. 471.193, Subd. 5). The Commission is actively involved in a variety of educational efforts that highlight Faribault's past.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Karl Vohs	07/22/08	3 yrs.	1/31/2023
2. David Sauer	01/14/20	3 yrs.	1/31/2023
3. Sam Temple	01/14/20	3 yrs.	1/31/2023
4. Ron Dwyer	02/23/21	3 yrs.	1/31/2024
5. Cori Weems	01/26/21	3 yrs.	1/31/2024
6. Ron Kuhlman	01/25/22	3 yrs.	1/31/2025
7. Lee Nordmeyer	04/14/20	3 yrs.	1/31/2025

- Meetings: Monthly, third Wednesday at 6:00 pm, City Hall Public Meeting Room
- City Staff & Agenda Contact: Peter Waldock, Planning Coordinator

HOUSING AND REDEVELOPMENT AUTHORITY – Resolution 2001-029, MN Statute 469.003; Per State law the HRA handles a variety of housing programs. It also manages public housing units and Robinwood Manor senior housing. Seven members, including one councilmember. Must be a resident of the city. Limited to maximum of three (3) consecutive five (5) year terms for a total of fifteen (15) years.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Jon Wood (Council rep)	01/11/22	1 yr.	1/31/2023
2. Matt Speckhals	04/26/16	5 yrs.	1/31/2024
3. Brendan Kennedy	03/01/15	5 yrs.	1/31/2025
4. Loni Ahlers	02/26/13	5 yrs.	1/31/2026
5. Narren Brown	01/22/19	5 yrs.	1/31/2026
6. Travis McColley	11/09/21	5 yrs.	1/31/2027
7. OPEN		5 yrs.	1/31/2027

- Meetings: Monthly, second Monday at 6:00pm, City Hall Public Meeting Room
- City Staff & Agenda Contact: Deanna Kuennen, Community and Economic Development Director

ICE ARENA BOARD (CITY REPRESENTATIVES) MEMBERS - The Ice Arena Board makes decisions regarding maintenance and operation for the Faribault Ice Arena, which is jointly owned by the City, School District, and Hockey Association, which each appoint three members to this board.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Mayor Kevin Voracek (Council rep)	01/11/22	1 yr.	1/31/2023
2. Peter van Sluis (Council rep)	01/11/22	1 yr.	1/31/2023
3. Paul Froman (City rep)	06/25/02	3 yrs.	1/31/2023

- Meetings: Monthly, 2nd Wednesday at 7:00 pm, Faribault Ice Arena
- City Staff & Agenda Contact: Paul Peanasky, Parks & Recreation Director

LIBRARY ADVISORY BOARD – Ch. 13, Art. II, City Code of Ordinances, MN Statute 134.09; This Board advises the Council and the City Administrator regarding the maintenance and operation of Buckham

Memorial Library. The Council appoints six (6) members to the board, who must be city residents. The Rice County Board may appoint one additional (seventh) member, or the Council may appoint a student from a city high school to a 1- or 2-year term as the seventh member of the board.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Travis Davidson	01/24/17	3 yrs.	1/31/2023
2. Gordon Liu*	01/25/22	1 yrs.	1/31/2023
3. Crystal Bauer	09/27/16	3 yrs.	1/31/2024
4. Melissa Kuhl	01/09/18	3 yrs.	1/31/2024
5. Keri Simon	02/23/16	3 yrs.	1/31/2025
6. Jayne Spooner	01/22/19	3 yrs.	1/31/2025
7. Nevaeh Weeg (Student)	01/14/20	1 yr.	1/31/2023

*Appointed to partial term to fill vacancy due to resignation
Jayne Spooner – Board appointed representative to SELCO

- Meetings: Monthly, second Monday at 6:00pm, Buckham Memorial Library
- City Staff & Agenda Contact: Delane James, Library Director

PARK & RECREATION ADVISORY BOARD – Resolution 2021-009; Seven (7) members, plus one (1) student member; This Board advises the City Council and staff on parkland dedication, park improvements, and recreation programs.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Sara Caron (Council rep)	01/11/22	1 yr.	1/31/2023
2. Mike Ross	01/14/20	3 yrs.	1/31/2023
3. Lola Brand	07/14/98	3 yrs.	1/31/2023
4. Sally Kramer	08/23/11	3 yrs.	1/31/2024
5. Mark Fuchs	01/25/22	3 yrs.	1/31/2025
6. Chad Kreager	11/22/05	3 yrs.	1/31/2025
7. Troy Temple	01/22/19	3 yrs.	1/31/2025
8. Henry Schonebaum (Student)	08/25/20	1 yr.	1/31/2023

- Meetings: Monthly, fourth Wednesday at 7:00 p.m., Community Center
- City Staff & Agenda Contact: Paul Peanasky, Parks & Recreation Director

PETER SMITH ADVISORY COMMITTEE – Resolution 86-201; This committee advises the Council and the Parks and Recreation Advisory Board on expenditures from the Peter Smith trust fund for youth recreation programs.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. George Cuniff	02/09/21	3 yrs.	1/31/2023
2. OPEN		3 yrs.	1/31/2024
3. Gordon (Duffy) Elleby	02/09/21	3 yrs.	1/31/2025

- Meetings: Once Annually & As Needed
- City Staff & Agenda Contact: Paul Peanasky, Parks & Recreation Director

PLANNING COMMISSION – Chapter 20, City Code of Ordinances, M.S. § 462.354, subd. 1. (Ord. A-405, 75-2, Ord 95-19 - 7 members); Makes recommendations to the City Council on land use related issues: variances, conditional use permits, subdivisions and zoning changes.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Steve White	12/10/96	3 yrs.	1/31/2023
2. Faysel Ali	01/14/20	3 yrs.	1/31/2023
3. Barton Jackson	01/26/21	3 yrs.	1/31/2023
4. Chuck Ackman	12/22/09	3 yrs.	1/31/2024
5. David Albers	01/13/14	3 yrs.	1/31/2024
6. David Campbell	10/11/16	3 yrs.	1/31/2025
7. Sam Temple	01/14/20	3 yrs.	1/31/2025

- Meetings: First & Third Monday of the month, City Hall, 6:00 pm
- City Staff & Agenda Contact: David Wanberg, City Planner

TOMMY ALLEN YOUTH ENDOWMENT FUND BOARD – Resolution 2003-225 - Advises City Council and staff on the Fund, administers program, determines guidelines to subsidize youth rec programs, and develop fundraising efforts.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Mike Jarvis	01/14/20	3 yrs.	1/31/2023
2. Cindy Griesert	11/08/11	3 yrs.	1/31/2023
3. Sharon Dell	02/14/06	3 yrs.	1/31/2024

- Meetings: Annually (and otherwise if needed)
- City Staff & Agenda Contact: Paul Peanasky, Parks & Recreation Director

TOURISM COMMISSION – Ch. 14, Art. V, City Code of Ordinances (Ord. 2014-014; Res. 2014-218; Ord. 2019-7) - Advises City Council and staff on the Tourism issues and the expenditure of lodging tax funds.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Janna Viscomi (Council Rep)	01/11/22	1 yr.	1/31/2023
2. Lesley Dudley*	01/25/22	3 yrs.	1/31/2023
3. Susan Garwood	11/25/14	3 yrs.	1/31/2023
4. David Connelly	01/14/20	3 yrs.	1/31/2024
5. Ashley Reller	01/26/21	3 yrs.	1/31/2024
6. Heidi Nelson (Agency Rep)	03/27/18	3 yrs.	1/31/2025
7. Miki Orr	03/12/19	3 yrs.	1/31/2025

*Appointed to partial term to fill vacancy due to resignation

- Meeting: Six (6) times (min.) per year, Second Monday of the month, 4:15 pm, City Hall Public Meeting Room
- City Staff & Agenda Contact: Heather Slechta, Assistant to the City Administrator

TREE BOARD – Est. 12/23/2008 - The Board advises the Park/Rec Board on issues related to trees.

	<u>Appointed</u>
1. Ed Bastyr	12/23/08
2. Pat Rice	12/23/08
3. Pauline Schreiber	12/23/08
4. Sally Kramer (Park/Rec Brd rep)	03/12/19
5. Wendy Eckert	01/14/20
6. Susan Erickson	01/14/20

- 7. Mark Zentner 01/14/20
- 8. Amanda Theis 01/25/22

- Meetings: as needed
- City Staff & Agenda Contact: Paul Peanasky, Parks & Recreation Director

CHARITABLE GAMBLING ADVISORY BOARD – Ordinance 95-26 (Ord. 89-01) – The Board is made up of representatives of the holders of Gambling licenses. Board makes recommendations to Council on spending City’s charitable gambling taxes.

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
a) City Council Representative			
a) Sara Caron	01/11/22	1 yr.	1/31/2023
b) American Legion			
a) James Douda	01/26/21	2 yrs.	1/31/2023
b) OPEN		2 yrs.	1/31/2022
c) Bethlehem Academy – Carbone’s, Grampa Al’s, Country Club			
a) Troy Marquardt	2017	2 yrs.	1/31/2023
b) OPEN		2 yrs.	1/31/2022
d) Divine Mercy School – Signature Bar, Carbone’s			
a) Daniel Moyer	05/22/20	2 yrs.	1/31/2023
b) OPEN		2 yrs.	1/31/2022
e) Eagles			
a) Jon Sirek	01-25-12	2 yrs.	1/31/2024
b) Clayton LaCroix (altn)	04-25-89	2 yrs.	1/31/2022
f) Elks			
a) Mike Donkers	06/08/21	2 yrs.	1/31/2024
b) OPEN		2 yrs.	1/31/2023
g) Faribault Hockey Association – Depot, Bashers, Joe’s, Carbones			
a) Rick Caron	09-13-11	2 yrs.	1/31/2022
b) OPEN		2 yrs.	1/31/2023
h) Faribault Wrestling Club – J&J Bowling Center			
a) Jason Tobin	08-28-07	2 yrs.	1/31/2024
b) OPEN	02-20-18	2 yrs.	1/31/2023
i) Knights of Columbus			
a) Peter Dodge	01-09-18	2 yrs.	1/31/2022
b) OPEN		2 yrs.	1/31/2023
j) Moose			

- | | | | | |
|---|-----------------------|------------|--------|-----------|
| a) | Horace Vigasaa | 02/23/21 | 2 yrs. | 1/31/2024 |
| b) | Schwichtenberg, David | | 2 yrs. | 1/31/2023 |
| k) Morristown Fire Relief - Our Place on 3 rd | | | | |
| a) | Terry Meschke | 03/12/2019 | 2 yrs. | 1/31/2024 |
| b) | Johnathan Chmelik | 06/08/2021 | 2 yrs. | 1/31/2022 |
| l) River Bend Nature Center – Boxer’s | | | | |
| a) | Doug Zahn | 02/13/96 | 2 yrs. | 1/31/2022 |
| b) | John Sheesley | 02/09/21 | 2 yrs. | 1/31/2023 |
| m) Defeat of Jesse James Days Committee – Corks and Pints | | | | |
| a) | Sheila Radtke | 03/12/19 | 2 yrs. | 1/31/2023 |
| b) | OPEN | | 2 yrs. | 1/31/2023 |
| n) Faribault Youth Rotary Services – Boxer’s | | | | |
| a) | Brenda DeMars | 06/08/21 | 2 yrs. | 1/31/2023 |
| b) | Chad Koepke | 06/08/21 | 2 yrs. | 1/31/2023 |
- Meetings: Quarterly (3rd Wednesday of February, April, August, November)
 - City Staff & Agenda Contact: Heather Slechta, Assistant to the City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: January 25, 2022
SUBJECT: Resolution 2022-022 Impose Monetary Fines for Off-Sale and/or On-Sale and Sunday Liquor Licensees for Compliance Check Failures

Background:

The Faribault Police Department executed compliance checks at licensed liquor establishments on December 4, 2021. Alcohol was sold to a person under the age of 21 at the following locations:

- Clayton Enterprises, dba Bashers – On-Sale/Sunday
- Rebound Redemption, dba Redemption – On-Sale/Sunday
- AjMj, dba Our Place on Third – On-Sale/Sunday
- Walmart, dba Walmart-Liquor Box – Off-Sale
- Hy-Vee Inc., dba Hy-Vee Wine & Spirits – Off-Sale

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

On January 5, 2022, Staff mailed a written notice to each licensee informing them of the City's intent to suspend or fine each licensed establishment. It should be noted that at the October 26, 2021 Council meeting Ordinance 2021-10 amended Chapter 4, Section 24 of the City Code. This amendment allows for either a suspension or monetary fine to be imposed for violations. Staff contacted each licensee and all requested that a monetary fine be imposed for their violation. The notices also informed each licensee of its right to request a hearing in writing within 10 days. No written requests for a hearing were received.

Recommendation:

Approve Resolution 2022-022 Impose Monetary Fines for Off-Sale and/or On-Sale and Sunday Liquor Licensees for Compliance Check Failures

Attachments:

1. Resolution 2022-022 Impose Monetary Fines for Off-Sale and_or On-Sale and Sunday Liquor Licensees for Compliance Check Failures

CITY OF FARIBAULT

RESOLUTION #2022-022 IMPOSE MONETARY FINES FOR OFF-SALE AND/OR ON-SALE AND SUNDAY LIQUOR LICENSEES FOR COMPLIANCE CHECK FAILURES

WHEREAS, the City of Faribault (the "City") recently received notice from the Faribault Police Department that on December 4, 2021, alcohol was sold to a person under the age of 21 at the following five licensed establishments during a compliance check:

Clayton Enterprises, dba Bashers – On-Sale/Sunday
Rebound Redemption, dba Redemption – On-Sale/Sunday
AjMj, dba Our Place on Third – On-Sale/Sunday
Walmart, dba Walmart-Liquor Box – Off-Sale
Hy-Vee Inc., dba Hy-Vee Wine & Spirits – Off-Sale

; and

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

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

WHEREAS, pursuant to the penalties outlined in Sec. 4-24 of the Faribault City Code, and as further authorized in Minnesota Statutes, Section 340A.415, a \$500.00 fine for Clayton Enterprises, dba Bashers, Rebound Redemption, dba Redemption, AjMj, dba Our Place on Third and Walmart, dba Walmart-Liquor Box is warranted for a first violation; and

WHEREAS, pursuant to the penalties outlined in Sec. 4-24 of the Faribault City Code, and as further authorized in Minnesota Statutes, Section 340A.415, a \$1,000 fine for Hy-Vee Inc., dba Hy-Vee Wine & Spirits is warranted for a second violation in 36-months; and

WHEREAS, on January 5, 2022, City staff mailed written notice to each licensee informing them of the City's intent to either suspend each license for one day or fine the establishment \$500.00 for a first-time violation or suspend each license for two days or fine the establishment \$1,000.00 for a second violation in 36-months pursuant to the aforementioned authority;

and

WHEREAS, said mailed notices also informed each licensee of its right to request a hearing in writing within 10 days; and

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

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

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

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

Date Adopted: January 25, 2022

Faribault City Council

Kevin F. Voracek Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: January 25, 2022
SUBJECT: Approve Significant Industrial User Contracts

Background:

Significant Industrial User (SIU) contracts for the six (6) SIU's in the City expired at the end of 2021. Previously, the contracts had a one-year term. Staff is recommending a three-year term (2022-2024) to align with the Water Reclamation Facility (WRF) wastewater discharge permit term. This will make the implementation of the SIU pre-treatment program more efficient. Annual reviews of the contracts will still occur to ensure the contracts are compatible with the SIU's operations.

A copy of one of the contracts is attached, all of the contracts are similar, and are available for review at Public Works. The SIU's are as follows:

Faribault Foods
Jennie-O Turkey Store
Minnesota Correctional Facility
Minnesota Municipal Power Association
Prairie Farms Dairy
Roberds Lake Service District

The contracts have no changes from the previous year. Henry Morgan, WRF Superintendent, will administer the contracts upon approval.

Recommendation:

Approve Significant Industrial User Contracts

Attachments:

1. Significant Industrial User Contract

CONTRACT NO. 2022-01

CITY OF FARIBAULT

INDUSTRIAL WASTEWATER DISCHARGE CONTRACT

Pursuant to the Provisions of Minnesota Statutes, Chapter 412 and the Code of Ordinances, City of Faribault, Chapter 28, Article III permission is hereby granted to Faribault Foods at 3200 Industrial Drive, Faribault, MN the industrial user, for the discharge of industrial wastewater into the City of Faribault wastewater treatment system. This contract is granted in accordance with and subject to the restrictions, requirements, and other conditions set forth in the sewer use / rate ordinance which is considered part of this contract. The discharge to the Water Reclamation Facility (WRF) shall be in accordance with the effluent limitations, monitoring requirements and other conditions set forth in this contract.

Effective Date: 1st day of January, 2022

Expiration Date: 31st day of December, 2024

Issued by: _____
Public Works Director

Industry Representative

Title

Approved: _____
Mayor

Attest: _____
City Administrator

Date: _____

I. GENERAL CONDITIONS

A. Permit Application

As required by ordinance, industrial users of the City Water Reclamation Facility shall make application to the City for an “Industrial Wastewater Discharge Contract.” Prior to September 30 during the final year of effective Contract, the industrial user shall make application for re-issuance of Contract. There shall be no fee for issuance of Contract.

B. Contract Modification

The City reserves the right to modify any provision of the issued Contract deemed necessary to protect the public health and ensure proper operation of the City’s Water Reclamation Facility. The industrial user may request contract modifications by notifying the City in writing of any proposed changes. The Public Works Director shall review the proposed changes and make a recommendation to Council regarding the Contract.

If either party requests a modification to the Contract, a period of 45 days following written notification shall be allowed for review and final Council approval of the modification.

C. Prohibited Discharge

No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers of the City:

- (1) Pollutants which create a fire or explosion hazard in the City’s WRF, including, but not limited to, waste streams with a closed cup flashpoint of less than 140 degrees F or 60 degrees C using the test methods specified in 40 CFR 261.21
- (2) Pollutants which will cause corrosive structural damage to the WRF, but in no case discharges with a pH lower than 5.0, unless the works is specifically designed to accommodate such discharges.
- (3) Solid or viscous pollutants in amounts which cause obstruction to flow in the WRF resulting in interference.
- (4) Any pollutant, including oxygen demanding pollutants (BOD, etc...) released in a discharge at a flow rate and/or pollutant concentration which causes interference with the WRF.
- (5) Heat in amounts that would inhibit biological activity in the WRF resulting in interference, but in no case heat in such quantities that the temperature at the WRF treatment plant headworks to exceed 40 degrees C (104 degrees F).
- (6) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil in amounts that will cause interference or pass through.

- (7) Any trucked or hauled pollutants, except at discharge points designated by the City.
- (8) Any wastewaters that would directly or indirectly result in a violation of the city NPDES permit. (Code 1971, Sec. 28-111 (c))

D. Failure to Comply

Failure of the industrial user to comply with any provisions of this contract may result in revocation by the City Council of Contract to discharge. The industrial user shall not knowingly make any false statement, representation or certification in any record, report or plan required to be submitted to the City of Faribault under the provisions of this contract or ordinances. The issuance of a contract shall not release the industrial user from any liability, duty or penalty imposed by Minnesota or Federal statutes, regulations or local ordinances.

The Contract and authorization to discharge shall be nullified in the event the industrial user increases its production capacity or modifies its industrial process in such a way that the quantity or strength of its wastewater will exceed the effluent limitations of this Contract and shall also be nullified in the event the industrial user fails to report significant changes in wastewater constituents or characteristics or otherwise violates this Contract or the ordinances of the City of Faribault.

E. Right of Entry

The industrial user shall allow the City to enter upon their premises during normal business hours with reasonable notification to determine compliance with the Contract in accordance with Section 28-101 of the Code of Ordinances.

F. Property Rights

The issuance of this Contract does not convey any property rights in either real or personal property or any exclusive privileges, nor any waiver of federal, state or local laws or regulations.

G. Transfer of Ownership or Control

This contract may not be assigned or transferred by the holder without notifying and obtaining the approval of both the City of Faribault and succeeding owner (or) controller.

I. DISCHARGE LIMITATION

The effluent of the industrial user is subject to the following effluent limitations at point of discharge of effluent to the City of Faribault sanitary sewer system.

Effluent Parameter	Maximum Daily Discharge	Maximum Monthly Discharge
Flow (gallons)	1,000,000	30,000,000
CBOD5 (lb)	8,500	255,500
TSS (lb)	3,000	90,000
Ammonia (lb)**	N/A	N/A
F.O.G. (mg/l) **	N/A	N/A
Phosphorus (mg/L)	***	N/A
pH (range)	6.0 – 9.0	

* Limits are based on 7 days per week operation 30 days per month.

** Limits will be established if changes occur in the WRF NPDES permit.

*** Annual intervention limit is 11.30 mg/L. See Section V.

Additionally, any change in the volume or characteristics of industrial wastewater discharged which the industrial user knows or has reason to believe will have either interaction with other wastes or have a negative impact on treatment process, shall be immediately reported to the City.

The limitations stated above entitled “Maximum Daily and Maximum Monthly Discharge” are for establishing charges for treatment and violation conditions. An industrial user exceeding the maximum limitations shall be required to amend the contract and charges. Contract compliance is based on maximum day and maximum month limitations.

A. Violation and Violation Procedures

1. The discharge of waste not in compliance with the effluent limitations set forth in Section II of this Contract shall be considered a violation subject to the violation procedures and / or violation fines described herein.
 - a. If the result of the laboratory analysis for any 24-hour composite sample yields a CBOD or TSS level in excess of the maximum day effluent limitation, a violation of the conditions of the contract shall have occurred and the industrial user shall be subject to a fine of an amount to be determined by the City, not to exceed \$500.00. The City is authorized to draw another composite sample for CBOD and TSS analysis immediately after receiving the laboratory analysis result indicating a violation or soon thereafter on a date of the City’s choice. The cost involved in drawing and analyzing this supplemental composite sample shall be charged to the industrial user.

- b. If the results of the laboratory analysis of the second 24-hour composite sample yields a second consecutive violation of either CBOD or TSS, the City is authorized to draw another composite sample for lab analyses, and to continue drawing samples for as long as the violation of maximum day limitations continues, with all costs involved in said testing and any related fines charged to the industrial user.
 - c. If the discharge exceeds the maximum monthly allowable limits as set forth in Section II of this contract, the industrial user shall be subject to a fine of an amount to be determined by the City, not to exceed \$1,000.00.
 - d. pH must be continuously measured. If the results of pH are outside the range set forth in the daily limitations, the industrial user shall be subject to a fine amount of \$100.00. An individual excursion of more than 60 minutes outside of the range established in Section II is considered exceeding the limit. The total time which pH values are outside of the required range of pH values shall not exceed 7 hours and 26 minutes in any calendar month.
2. If the industrial user is in Significant Non-compliance (as defined in this subpart) with the terms and conditions of this Contract, it shall be subject to a fine of an amount to be determined by the City, not to exceed \$5,000.00. The City, in the event of Significant Non-compliance, may suspend this permit according to the procedures described in the Ordinances of the City and this contract. Significant Non-compliance is defined as follows:

Violations of Wastewater Discharge Limits (Significant Noncompliance): Violation will result in annual notification in a newspaper of general circulation per 40 CFR 25:

- (1) Chronic Violations: Sixty-six (66%) or more of the measurements taken for the same pollutant parameter exceed the same daily maximum limit or the same average limit in a sixth-month period. (Any magnitude above the limit).
- (2) Technical Review Criteria (TRC Violations): Thirty-three percent (33%) or more of the measurements taken for the same pollutant parameter exceed the same daily maximum limit or the same average limit by more than the TRC in a six-month period. There are two groups of TRCs:
 - Group I – for conventional pollutants; TRC = 1.4
(CBOD, TSS, & FOG)
 - Group II – for all other pollutants, except pH; TRC = 1.2
- (3) Any other violation(s) of an effluent limit (average or daily maximum) that the City believes has caused, alone or in combination with other discharges, interference (e.g. slug loads) or pass-through; or has endangered the health of the wastewater treatment personnel or the public.

- (4) Any discharge of a pollutant that has caused imminent endangerment to human health/welfare or to the environment and has resulted in the City's exercise of its emergency authority to halt or to prevent such discharge.
- (5) Violations of compliance schedule milestones as contained in this contract, the Ordinances of the City, any state, local or federal law, or any other control mechanism or enforcement order for starting construction, completing construction and attaining final compliance by 90 days or more after the schedule date.
- (6) Failure to provide reports for compliance schedules, self-monitoring data or categorical standards (baseline monitoring reports, 90-day compliance reports and periodic reports) within 45 days from the due date.
- (7) Failure to accurately report noncompliance.
- (8) Any other violations or group of violations, which may include a violation of Best Management Practices, which the City determines will adversely affect the operation and implementation of the local pretreatment program.

B. Accidental Discharges

The industrial user shall notify the City immediately upon having a slug or accidental discharge of substances or wastewater in violation of this contract in order to enable counter measure to be taken by the City to minimize damage to the treatment system and receiving waters. Such notification shall not relieve the industrial user of liability for an expense, loss or damage to the treatment system or treatment process, or for any fines imposed on the District on account of any State or Federal law.

It is inevitable that equipment failures or plant malfunctions may require temporary discharge of wastes in excess of permitted values. In this event, Public Works Director shall be notified immediately and the Public Works Director will direct the industry of an acceptable method for waste disposal. Failure to notify the City shall result in violation of contract and fees shall be imposed as stated in previous section.

C. Upgrading Facility

Any plans for facility modifications, additions and / or expansions that increase the plant discharge or waste stream concentration shall be reported to the Public Works Director and this contract may be modified or reissued to reflect such changes provided the change would not have an adverse impact to the Water Reclamation Facility.

III. INDUSTRIAL USER CHARGES

A. Base Charges

Charges for industrial users discharging high strength or volumes of wastewater shall be billed monthly based upon the domestic strength equivalent volume of wastewater.

Surcharge fees will be calculated using domestic strength equivalent values for CBOD, TSS, NH3 and TP.

Penalty fees will be calculated per the daily and monthly maximum allowable discharge limits contained in this contract.

Monthly bill shall be computed as follows:

$$\text{Base Charge} + (\text{Flow charge} * \text{Monthly flow in 1000 gallons}) \pm \text{Surcharge/Credit} + \text{Penalties}$$

Base Charge [**\$8.32/month**]

Flow Charge [**\$3.76/1000 gallons**]

Surcharges/Credit shall be calculated in comparison to medium strength domestic waste.

= CBOD (actual – domestic) * CBOD cost coefficient (\$/lb)

= TSS (actual – domestic) * TSS cost coefficient (\$/lb)

= NH3 (actual – domestic) * NH3 cost coefficient (\$/lb)

= TP (actual – domestic) * TP cost coefficient (\$/lb)

The cost coefficients for this year shall be:

CBOD = \$0.26 / lb

TSS = \$0.30 / lb

NH3 = \$0.09 / lb

TP = \$0.36 / lb

B. Adjustment of Rates

The City reserves the right to increase or decrease the cost figures used in computation of monthly charges. The figures shall be changed by amendment of the Utility Fee Schedule. The new rates shall become effective as designated by the fee schedule.

IV. TESTING & MONITORING

A. Monitoring Facilities

1. The industrial user shall build, at its cost, and shall then be responsible for and shall maintain, all effluent monitoring devices. The industrial user shall be responsible for providing access to and a location for monitoring facilities to allow inspection, sampling and flow measurements for its building sewer and / or internal drainage system. There shall be ample room in or near such sampling manholes or facility to allow accurate sampling and compositing of samples for analysis. The facility for sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition.

The sampling and monitoring facility shall be provided in accordance with requirements of the City and all applicable local construction standards and specifications.

The industrial user understands and agrees that City's personnel are responsible for collecting sample discharges or making arrangements for sampling with an independent testing laboratory and agrees to allow personnel of the City access to its monitoring and sampling facility to facilitate the foregoing. The cost of such compliance sampling shall be borne by the Industry.

2. The industrial user specifically agrees that the City shall have the authority to enter the sampling manhole or facility at any time for purposes of inspection or installation of its own monitoring equipment. The City's personnel shall be granted reasonable access and shall be permitted to (or instruct the industry) to install a flow-sampling device for the purpose of collecting 24-hour composite samples. In addition, the City shall have the authority to install its own pH monitoring and recording equipment at any time.
3. The Industry shall be responsible for calibrating and performing maintenance on its analytical instruments as required that ensures accuracy of measurements. In the event that monitoring equipment must be out of service for any length of time, the Industry shall inform the City of the conditions and of the estimated duration of non-service.
4. The industrial user shall grant to the City personnel access to the industrial user's monitoring and recording equipment at the City's request for the purpose of inspection or data collection.
5. The terms of this contract are that the Industry will be required to sample the wastewater at least three times per week on such days of the City's choice as a regular procedure. Additionally, should the City desire to sample more frequently, the cost of such additional samplings, unless done because of violations, shall be borne by the City. Should the industry desire to have the City sample more than three times a week, the cost of such additional sampling be borne by the Industry. Additional sampling may be required in accordance with the violation procedures set forth in this contract or as provided in the Ordinance.

6. The Industry may challenge any test result that appears to be adversely influenced by sample collection or laboratory abnormality. If the Industry wishes to challenge the result they shall provide a written notification to the City explaining the basis of the challenge within 30-days of the analysis. Based on the information provided in the written notification, the City will have the authority to retest, if possible, keep, or remove the challenged test result from SIU discharge record. The decision to remove or keep the challenged test result is at the sole discretion of the City, whose decision will be accepted by Industry without appeal. Industry will be responsible for any costs associated with retesting.

B. Reporting

Upon the request of the City, the industrial user shall submit to the City, a report detailing the nature of process, mass discharge rate, raw material and production quantities, hours of operation, number of pretreatment standards, or any other information which relates to the generation of wastewater, including wastewater constitutions and characteristics in the wastewater discharge. These reports shall also include the chemical constituents and quantity of liquid or gaseous materials stored on site, even though they may not normally be discharged. In addition to these discharge reports, the City has the authority to require information in the form of wastewater discharge permit applications, self-monitoring reports and compliance schedules.

V. SPECIFIC SPECIAL CONDITIONS

A. Pretreatment Requirements

The Industry is governed by categorical Pretreatment Standards per 40 CFR 407, Subpart G. Industry must comply with all applicable portions of 40 CFR 403 and 407.

The contract establishes discharge limits based on operation of pretreatment equipment (best management practice) including a screening device, plate settler, decanting tank, and refried-dumped tank capture system. The industrial user agrees to keep the best management practices operational at all times that the plant is discharging to the City sewer. Bypassing the pretreatment units shall not be allowed without prior notification to the City of Faribault. In the event the pretreatment units fail, the plant shall suspend production until the units are operating, or arrangements have been made with the City to bypass waste directly to the sanitary sewer.

B. Other Conditions Industry Specific

Faribault Foods is a major contributor to the Water Reclamation Facility. The City requests that a long-term plan for handling of wastewater be submitted for capital improvement planning. The amount and concentration of wastewater permitted for discharge should be taken as the upper discharge limitation for flow, CBOD and TSS. Increases to permitted flows above current levels may necessitate Water Reclamation Facility expansion or create the need to evaluate future alternatives for reduction of loadings.

C. Phosphorus Management

The Industry shall maintain its annual average phosphorus concentration at a level no higher than the annual average concentration as set forth in Section II. In the event that the Industry exceeds this annual average basis, the Industry will be notified by the City. The Industry shall provide written notification to the City as to the plan of action to bring phosphorus levels below limits. The plan of action must be implemented within 30 days of notification by the City. The City will reevaluate the phosphorus intervention limit if Industry implements water conservation practices. Industry will notify the City when the operational changes are made.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: January 25, 2022
SUBJECT: Approve Contract with Clean River Partners for MS4 Permit Educational Services

Background:

The City has held an agreement with Clean River Partners (CRP), formerly known as Cannon River Watershed Partnership, for stormwater education services required as part of the City's Municipal Separate Storm Sewers System (MS4) permit since 2015. CRW provides education services that assist the City with achieving MS4 permit compliance. The current contract expired at the end of 2021.

At this time, City Staff is recommending approving the attached contract with CRP to continue education services related to the City's MS4 permit through 2023 with the option for the City to extend the contract an additional two years. Fees for the contract will be negotiated annually.

Recommendation:

Approve Contract with Clean River Partners for MS4 Permit Educational Services

Attachments:

1. Clean River Partners 2022 Contract

CONSULTANT SERVICE CONTRACT

This Contract is made this 25 day of January, 2022, by and between the CITY OF FARIBAULT, MINNESOTA, a Minnesota municipal corporation 208 1st Avenue NW, Faribault, MN 55021, (“CITY”), and Clean River Partners, a Minnesota nonprofit corporation, 710 Division Street South, Faribault, MN 55057, (“CONSULTANT” or “CRP”), (collectively the “PARTIES”).

WHEREAS, the CRP is organized for the purpose of engaging people in protecting and improving the water quality and natural systems of the Cannon River watershed; and

WHEREAS, the CRP has an already established Education Program that works to increase citizen understanding of issues that affect clean water, including stormwater runoff, in the Cannon River Watershed; and

WHEREAS, the CITY holds a National Pollutant Discharge Elimination System (NPDES) permit to discharge stormwater to the Cannon River issued under authority of the statewide General MS-4 permit issued to the Minnesota Pollution Control Agency (MPCA) by the United States Environmental Protection Agency; and

WHEREAS, under the provisions of that NPDES stormwater permit, the CITY has developed an MPCA-approved Storm Water Pollution Prevention Plan (SWPPP), which includes implementing and reporting activities identified and enumerated as Best Management Practices (BMPs) in that SWPPP, including substantial continuous and ongoing Public Education and Outreach activities intended to inform the residents, businesses and industry in Faribault of measures to be taken to reduce the volume of stormwater and stormwater-related pollutant loading to the Cannon River, designated under Minnesota Statute as an Outstanding Value Resource Water; and

WHEREAS, CITY requires professional services in conjunction with Stormwater Pollution Prevention Plan (SWPPP) Education Component (the “Project” or “Program”); and

WHEREAS, CONSULTANT agrees to furnish the various professional services required by CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

A. **Scope of Services.**

1. CONSULTANT agrees to perform various Project services as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference.

2. Except as otherwise specifically provided herein, the CRP will provide services related to the Program including, but not limited to, hiring and managing all staff related to the Program, and organizing, scheduling, managing and supervising all Program events. The Program shall include but not be limited to coordinating volunteer activities such as stenciling storm drains throughout the City, conducting workshops on design, installation and use of rain barrels, rain gardens, living near storm water detention ponds, etc., all of which are described in more detail in the attached Exhibit 1 to this Contract.
3. The Executive Director of the CRP, or other representative of the CRP, shall occasionally attend as requested and deemed appropriate Environmental Quality Commission (EQC) and City Council meetings, along with the City's staff liaison. At least semi-annually, the Executive Director of the CRP shall report to the EQC on the Program activities.
4. The CRP shall hire, compensate, and manage all personnel as may be needed for purposes of the Program and this Contract and all such personnel shall be CRP employees and not City employees. Similarly, all volunteers who participate in the Program in any way shall be considered to be under the supervision and control of the CRP and not under the supervision or control of the City.
5. The CRP shall be responsible for operation and supervision of all components of the Program, and shall report periodically and upon request to the Director of Public Works and the City Administrator with regard to the status of the Program. The CRP shall work cooperatively to implement the goals of the Program as recommended by the Environmental Quality Commission and approved by the City Council and the CRP Executive Board.
6. Except as otherwise provided in this Contract or as otherwise expressly agreed between the parties in writing from time to time, the CRP shall fund and pay all expenses of the Program. The CRP shall be entitled to receive and use all fees, donations, state and federal financial aid and other funds received for purposes of the Program.
7. Recognition of the City's contributions to the Program shall be cited by the CRP minimally in the following areas: Program brochures and in all advertising thanking sponsors of the Program.

B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph H of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by CONSULTANT, CONSULTANT shall be entitled to additional compensation consistent with Section III of this Contract. CONSULTANT shall give notice to CITY of any additional services prior to furnishing such additional services. CITY may request an estimate of additional cost from CONSULTANT, and upon receipt

of the request, CONSULTANT shall furnish such cost estimate, prior to CITY's authorization of the changed scope of services.

- C. **Changed Conditions.** If CONSULTANT determines that any services it has been directed or requested to perform by CITY are beyond the scope of services detailed in Exhibit 1, attached hereto, or that, due to changed conditions or changes in the method or manner of administration of the Project, CONSULTANT's effort required to perform its services under this Contract exceeds the estimate which formed the basis for CONSULTANT's compensation, CONSULTANT shall promptly notify CITY of that fact. Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph H of this Contract, additional compensation for such services, and/or an extension of time for completion thereof, may be authorized. In the absence of such a mutual agreement, amounts of compensation and time for completion shall be equitably adjusted, provided that CONSULTANT first provides notice to CITY as required by this Paragraph and CITY has not terminated this Contract pursuant to Section IV, Paragraph B.
- D. **Standard of Care.** Professional services provided by CONSULTANT or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONSULTANT's profession.
- E. **Insurance.**
1. CONSULTANT agrees to maintain, at CONSULTANT's expense, statutory worker's compensation coverage.
 2. CONSULTANT agrees to maintain, at CONSULTANT's expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT's general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.00
 3. During the time in which CONSULTANT is performing any services under this Contract, CONSULTANT agrees to maintain, at CONSULTANT's expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this Contract. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000.00 and annual aggregate of \$1,000,000.00 on a claims-made basis.
 4. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to CITY by CONSULTANT and are attached hereto as Exhibit 2.

SECTION II – CITY’S RESPONSIBILITIES

- A. CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the City Engineer, in accordance with Section III of this Contract.
- B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONSULTANT for its use, at CONSULTANT’s request.
- C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONSULTANT’s performance of the services detailed in Exhibit 1, attached hereto.
- D. Mark DuChene, CITY’s Director of Engineering, shall serve as the liaison person to act as CITY's representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY'S policies with respect to the Project and CONSULTANT's services.

Such person shall be the primary contact person between CITY and CONSULTANT with respect to the services from CONSULTANT under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify CONSULTANT thereof.

SECTION III – CONSIDERATION

- A. **Fees.** CITY will compensate CONSULTANT as detailed in Exhibit 3, Compensation, which is attached hereto and incorporated herein by reference, for CONSULTANT’s performance of services under this Contract.
- B. If CITY fails to make any payment due CONSULTANT for services performed to the satisfaction of the City Engineer and expenses within thirty days after the date of CONSULTANT's invoice, CONSULTANT may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in for two years commencing February 1, 2022. By mutual agreement between the City and the CRP, this Contract may be extended for an additional two years beyond its original term.
- B. **Termination.** Notwithstanding the foregoing, this Contract may be terminated by either party for any reason or for convenience by either party upon thirty (30) days written

notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.

- C. **Default.** If CONSULTANT fails to perform any of the provisions of this Contract or so fails to administer the services detailed in Exhibit 1, attached hereto, in such a manner as to endanger the performance of the Contract, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law.
- D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the City Engineer prior to CONSULTANT's receipt of written notice from CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the total contract price (calculated by either the Contract price or the maximum price set forth in Exhibit 3, attached hereto) equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the City Engineer as determined by CITY.

SECTION V – INDEMNIFICATION

- A. CONSULTANT shall indemnify, protect, save, hold harmless and insure CITY, and its respective officers, directors, employees, volunteers and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by CONSULTANT or its agents, employees, volunteers, contractors, subcontractors, or sub-consultants with respect to CONSULTANT's performance of its obligations under this Contract. CONSULTANT shall defend CITY against the foregoing, or litigation in connection with the foregoing, at CONSULTANT's expense, with counsel reasonably acceptable to CITY. CITY, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.
- B. CITY shall indemnify protect, save, hold harmless and insure CONSULTANT, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by CITY or its agents, employees, contractors, subcontractors or sub-consultants with respect to CITY's performance of its obligations under this Contract. CITY shall defend CONSULTANT against the foregoing, or litigation in connection with the foregoing, at CITY's expense, with counsel reasonably acceptable to

CONSULTANT. CONSULTANT, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CONSULTANT. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.

- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services provided hereunder.

SECTION VI – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents thereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- C. **Notices.** The PARTIES' representatives for notification for all purposes are:

CITY:

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

CONSULTANT:

Kristi Pursell
Executive Director
Clean River Partners
710 Division Street South, Northfield, MN 44057
Phone: (507) 786-3913
Email: kristi@cleanriverpartners.org

- D. **Dispute Resolution.** CITY and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to

proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation utilizing the Minnesota District Court Rule 114 Roster. CONSULTANT and CITY agree to require an equivalent dispute resolution process governing all contractors, subcontractors, subconsultants, suppliers, consultants, and fabricators concerned with the Project.

- E. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of CITY, and CONSULTANT shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT, and that it is CONSULTANT's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

CONSULTANT shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

CONSULTANT is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

- F. **Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by CITY to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on CITY's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, CITY will notify CONSULTANT specifying reasons in reasonable detail, and CONSULTANT will, at no additional cost, conform the deliverable to stated requirements of this Contract.
- G. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. CONSULTANT shall be responsible for the performance of all subcontractors and/or sub-consultants.
- H. **Assignment.** This Contract may not be assigned by either Party without the written consent of the other Party.
- I. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been

reduced to writing, and signed by authorized representative of the CITY and CONSULTANT.

- J. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONSULTANT and involve transactions relating to this Contract.

CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.

- K. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the party affected by force majeure shall give written notice with explanation to the other party immediately.
- L. **Compliance with Laws.** CONSULTANT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is responsible.
- M. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- N. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- O. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under work authorized by this Contract (“Materials”) shall become the property of CITY upon completion of the work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its Materials in the normal course of its business; and (b) CITY understands that the Materials have been prepared for a specific project, and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and agrees to defend and indemnify

CONSULTANT from any claims arising from such reuse.

- P. **Governing Law.** This Contract shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
- Q. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- R. **No Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- S. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, CONSULTANT consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CITY, to federal and state agencies and state personnel involved in the payment of CITY obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring CONSULTANT to file state tax returns, pay delinquent state tax liabilities, if any, or pay other CITY liabilities.
- T. **Patented Devices, Materials and Processes.** If this Contract requires, or the CONSULTANT desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, the CONSULTANT shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with CITY. If no such agreement is made or filed as noted, CONSULTANT shall indemnify and hold harmless CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend CITY for any costs, liability, expenses and attorney's fees that result from any such infringement.
- U. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- V. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are

deemed merged in this Contract.

- W. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- X. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or PARTIES, and any undischarged obligations of CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- Y. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.
- Z. **Mechanic's Liens.** The CONSULTANT hereby covenants and agrees that CONSULTANT will not permit or allow any mechanic's or materialman's liens to be placed on the City's interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the City's interest, the CONSULTANT shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the CONSULTANT may contest any such lien provided the CONSULTANT first posts a surety bond, in favor of and insuring the City, in an amount equal to 125% of the amount of any such lien.

Remainder of page intentionally left blank.

SECTION VII –SIGNATURES

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

CONSULTANT: Clean River Partners

By: _____

(Signature)

Title: Chair of the CRP Board of Directors

Print Name: Melissa King

Date: _____

By: _____

(Signature)

Title: Executive Director

Print Name: Kristi Pursell

Date: _____

CITY OF FARIBAULT

By: _____

Faribault City Mayor

Date: _____

By: _____

Faribault City Administrator

Date: _____

EXHIBIT 1

SCOPE OF SERVICES

Subject to the terms of this Contract, CONSULTANT shall perform the following services:

CITY OF FARIBAUT EDUCATION & OUTREACH

SCOPE OF SERVICES

January 1, 2022 - December 31, 2022

Subject to the terms of the CONTRACT, the CONSULTANT, Clean River Partners, shall perform the following services:

			ESTIMATED COMPLETION DATE	TASK COST
TASK	DESCRIPTION	DELIVERABLES	Proposed Adaptations Due to COVID-19	
A. STORMWATER POLLUTION PREVENTION ACTIVITIES				
1	Plan, coordinate, staff, host, and evaluate the effectiveness of one City of Faribault Stormwater Pollution Prevention public participation opportunity to be held in conjunction, and for the duration of, the Rice County Fair. Compile public comment(s) on the City's Stormwater Program in accordance with the MPCA NPDES MS4 permit requirements.	Event summary including: public comment(s) received, dates of event, digital copies of exhibit and event photos taken, estimation of exhibit attendance for event duration, digital copies and the quantity of stormwater pollution prevention educational materials distributed, summary of event effectiveness, and description of assessment mechanism utilized.	If the Rice County Fair does not take place in 2022, CRP will work with City of Faribault staff to create an appropriate event that addresses this item. Possible options include an online Zoom "Open House" where participants could learn about City of Faribault Stormwater Activities and learn how to comment on the SWPPP.	8/3/2022 \$1,984
2	In cooperation with the River Bend Nature Center: develop, coordinate, implement (where invited), and evaluate the effectiveness of City of Faribault stormwater pollution prevention curriculum for all 5th grade students for the 2019-2020 or 2020-2022 school year, in private and public schools in the Faribault community. While the goal is to reach every 5th grade classroom, the success metric is to reach at least 50% of 4th grade classrooms in 2020. (\$4,025 to River Bend Nature Center, \$575 to CRP)	Program summary including: copy of lesson plan(s); curriculum/class implementation schedule including date, school, grade level, teacher name, and number of students; description of assessment mechanism utilized; summary of program evaluation and effectiveness; copies of and quantity of any assessment surveys distributed, returned, and participant responses; digital copies of any photos taken.	If schools are not allowing visitors in 2022, River Bend and CRP staff will work with City of Faribault to either create an alternative plan, or remove this item from the contract.	12/31/2022 \$4,600
3	Plan, coordinate, staff, and host an exhibit at, and evaluate the effectiveness of youth stormwater pollution prevention education and outreach for the Cannon River Science, Technology, Engineering and Mathematics (STEM) School annual environmental fair.	Event summary including: date of event, digital copies of photos taken, estimation of event attendance, digital copies and quantity of stormwater pollution prevention educational materials distributed, summary of program evaluation and effectiveness, and description of assessment mechanism utilized.	This event will take place in person, or via a Zoom call with STEM school classrooms.	6/1/2020 \$1,392
4	Assist the City of Faribault with planning, coordination, recruitment of volunteers and staffing and supervision of volunteer events. This will include a maximum of 15 hours to recruit participants and conduct two volunteer events with activities to include: storm drain stenciling or decal application and distribution of public education materials, litter pickup, installation of native plantings, or other activity approved by the City.	Summary of each volunteer event including: digital copies of photos taken, date and location of event, number of participants and community groups present at each event (including copy of attendance/registration list), summary of event activity including metrics of event accomplishments (i.e. number of storm drains stenciled, number of educational materials distributed, pounds of waste collected, etc.), summary of event evaluation and effectiveness, and description of assessment mechanism utilized. In the event that no volunteers are recruited, provide a summary of recruitment activities taken including: date, name of group/individual contacted and any feedback received.	If youth groups are not meeting in 2022 due to COVID-19, then CRP will once again recruit families to do stenciling in their neighborhoods.	11/2/2022 \$1,323

CITY OF FARIBAUT EDUCATION & OUTREACH

SCOPE OF SERVICES

January 1, 2022 - December 31, 2022

Subject to the terms of the CONTRACT, the CONSULTANT, Clean River Partners, shall perform the following services:

TASK	DESCRIPTION	DELIVERABLES	Proposed Adaptations Due to COVID-19	ESTIMATED COMPLETION	TASK COST
				DATE	
5	Sponsorship of CRP Watershed Cleanup, for the Faribault location. Faribault will be a "Sponsor" level supporter of the event. CRP will invest a minimum of 8 hours staff time to recruit Faribault community groups to take part in this event in 2020.	Event summary including: date and clean-up location for Faribault event, digital copies of photos taken at Faribault location, total event participation and number of participants (including copy of attendance/registration list) for the Faribault location, summary of event activity including pounds of waste collected for the total event and at the Faribault location, summary of event evaluation and effectiveness, and description of evaluation mechanism utilized.	This event will take place in person, as it did in 2020, with volunteers wearing masks and physical distancing.	9/28/2022	\$661
6	Write and submit five stormwater pollution prevention related news articles, on City of Faribault SWPPP high priority topics, of approximately 300 words each with a photo, for 2022 quarterly issues of the Faribault Buckham Bulletin.	Date and copy of article and content submitted. Copy of actual article published (where applicable). Topics to include: Spring--Pet Waste, Summer--Illicit Discharge, Late Summer--Residential BMPs, Fall--Yard Waste, Winter--Salt	This event will take place as scheduled.	Quarterly throughout 2022, 12/31/2022	\$1,323
7	Assist with development of and distribution method(s) for a citizen survey that attempts to gauge the effectiveness of the City's overall Stormwater Pollution Prevention Education and Outreach Program.	Copy of assessment survey and summary of recommended method(s) of distribution.	If the Rice County Fair does not take place in 2022, CRP will work with City of Faribault staff to create an appropriate event that addresses this item. Possible options include an online survey with up to 3 survey participants winning a rain barrel.	9/30/2022	\$2,645
B. SOURCE WATER PROTECTION					
1	Coordinate with Rice County Soil and Water Conservation District to plan, coordinate, staff, promote and implement one event that promotes agricultural BMPs and programs (event/workshop topic approved by the City). The event must target and be promoted to growers/producers within the City's drinking water supply management area. CRP will manage the event registration and also evaluate the event effectiveness.	Event summary including: summary of event topic and educational goals, date(s) and location(s) of event, digital copies of photos taken, copy of event attendance/registration list, copy of event schedule/itinerary, copy and quantity of educational resources distributed, summary of event effectiveness, and description of assessment mechanism utilized. Deliverables will also include copies of event press release(s) and promotional materials (e.g. mailer) distributed.	This event will take place again in 2022. If COVID-19 is still an issue for large gatherings, we will again schedule an outdoor field day with masks and physical distancing.	11/30/2022	\$2,300
C. WATER CONSERVATION EDUCATION AND OUTREACH					
1	Plan, coordinate, staff, host, and evaluate the effectiveness of one community presentation or public education class. Topic to include: water conservation, residential leak detection, or other topic approved by the City.	Event summary including: date and location of event, event topic and educational goals, event itinerary, digital copies of photos taken, copy of event attendance list, copy of presentation, copies and quantity of educational materials distributed, summary and evaluation of event effectiveness, and description of evaluation mechanism utilized. Deliverables will also include copies of event press release(s) and promotional materials provided to the City a minimum of one month prior to event date.	This event will take place either in person, or via a Zoom presentation model, in cooperation with the Buckham Memorial Library and/or the City of Faribault school system.	11/30/2022	\$1,323

CITY OF FARIBAULT EDUCATION & OUTREACH

SCOPE OF SERVICES

January 1, 2022 - December 31, 2022

Subject to the terms of the CONTRACT, the CONSULTANT, Clean River Partners, shall perform the following services:

TASK	DESCRIPTION	DELIVERABLES	Proposed Adaptations Due to COVID-19	ESTIMATED COMPLETION DATE	TASK COST
2	Assist the City with administration of a poster contest for grade 2, 3, 4 and 5 students in public and private schools in the Faribault community. In Fall of 2020, CRP will spend a maximum of 20 hours to contact and promote the contest to all 2nd, 3rd, 4th, and 5th grade level teachers in the Faribault community and teach classroom/school presentations when allowed. City of Faribault staff to collect and judge submissions, and give out awards.	Original copies of poster submissions. Program summary including: copy of lesson plan(s); curriculum/class implementation schedule including date, school, grade level, teacher name, and number of students; description of assessment mechanism utilized; summary of program evaluation and effectiveness; description of evaluation mechanism utilized; and digital copies of any photos taken. Provide a summary of outreach activities completed.	This event will take place as scheduled. If Faribault schools are not allowing visitors in 2022, CRP staff will talk with students via Zoom calls, or create a video and distribute the video link to teachers, as well as advertise the contest through newspapers, radio stations and other media outlets.	12/31/2022	\$2,013
D. PROJECT MEETINGS AND REPORTING					
1	Prepare summary of contract activities completed including all deliverable as described within the 2020 scope of services. This also includes reporting on contract activities into the City's MS4 Front software program.	Hard copy summary report of annual contract progress and task deliverables as described. Data/documentation entry into the City's MS4 Front program for all 2020 contract activities.	This will happen as schedule.	12/31/2022	\$1,150
2	Project Meetings. CRP will schedule two project meetings with the City to discuss contract progress, updates, and schedule. Each meeting will last 2 hours or less.		This will happen as scheduled, either in person or via video chat or by phone.	5/31/2022, 12/31/2022	\$575
					\$21,289

Total Contract Payments to CRP	\$	17,264
Total Contract Payments to River Bend Nature Center	\$	4,025
Total Contract Payments for 2022	\$	21,289

EXHIBIT 2

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

[Certificates of Insurance attached hereto]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Heartman Insurance 330 Central Avenue Faribault, MN 55021	CONTACT NAME: PHONE (A/C, No, Ext): (507) 334-5577 FAX (A/C, No): (507) 334-2789 E-MAIL ADDRESS: info@heartman.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Cincinnati Insurance Company	
NAIC # 10677	
INSURER B : SFM	
NAIC # 11347	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER: General Aggregate	X		EPP 0422126	3/25/2020	3/25/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			EPP 0422126	3/25/2020	3/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			EPP 0422126	3/25/2020	3/25/2023	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		34649.213	3/31/2021	3/31/2022	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Faribault is additional insured as respects the general liability policy where required by written contract, subject to the policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City Of Faribault 208 1st Ave NW Faribault, MN 55021	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EXHIBIT 3

COMPENSATION

Subject to the limitations set forth in this Exhibit, CITY will compensate CONSULTANT for all services under this Contract as follows:

For the calendar year January 1, 2022 through December 31, 2022, the City shall pay to the CRP the sum not to exceed \$21,289.00.

For the calendar year 2023 and beyond, the City shall NEGOTIATE services with CRP based on previous year assessment; and



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: January 25, 2022
SUBJECT: Approve Private Hangar Land Lease Agreement

Background:

The City has received a Private Hangar Land Lease Agreement from Two Dakota's LLC on Lot #448. The previous owner sold his plane and would like to complete the sale of the hangar to Two Dakota's LLC. A new land lease is required for rental of Lot #448. The land lease agreement has a term of 20 years with an expiration in 2042.

Recommendation:

Staff Recommends that the Council Approve the Above Referenced Private Hangar Land Lease Agreement.

Attachments:

1. Private Hangar Land Lease Lot #448

PRIVATE HANGAR LAND LEASE AGREEMENT

This agreement, made this 1st day of January, 2022, by and between the CITY OF FARIBAULT (the “City”) and Two Dakota's, LLC (the “tenant”), is for the purpose of outlining the rights and responsibilities of the parties to this Agreement. The parties to this Agreement do agree as follows:

1. **Lease of airport property:** The tenant leases from the City a private hangar lot, as described on a map located at the City Engineer’s office. The lot is situated upon the Faribault Municipal Airport, an airport owned by the City. The lot is leased together with land and any improvements that may have been placed on it. This lease is for lot # 448 (hereinafter referred to as “lot”).
2. **Use of the airport:** The tenant has the privilege of using the public portions of the airport in common with other users. Tenant shall have the right to conduct all operations authorized pursuant to the terms of this lease, provided, however, that this lease shall not be deemed to grant to tenant, or those claiming under tenant, the exclusive right to use any part or portion of the airport other than the premises. Use of the airport is subject to the rules and conditions as now exist or may be enacted in the future by the City, the State of Minnesota, or the United States government. The tenant is subject to customary charges for such use as may be established from time to time by the City. The City reserves the right to enter, at any time, upon the leased land as described in this agreement and any building on said land for the purpose of inspection to determine compliance with all terms of this agreement. Reasonable efforts will be made to notify tenant of such entry before entry is made.
3. **Term of this agreement:**
 - a. **Initial Term**

The term of this lease shall be twenty (20) years (“Term”), commencing on January 1, 2022 (“Commencement Date”) and expiring, unless earlier terminated, on December 31, 2042.
 - b. **Holding Over**

If tenant remains in possession of the Premises after the expiration of the term, such holding over will only create a year-to-year tenancy, which may be terminated by either party at the end of any calendar year, upon thirty (30) days advance written notice. In the event of such holding over, tenant shall perform all of the terms and conditions of this lease.

4. **Lease payments:** The tenant agrees to pay to the City:

An annual sum of \$.1751 per square foot per year, as determined by the outside dimensions of the building, is due each year. Lease payments are due in advance annually by the 1st day of January, beginning on January 1, 2022.

The City reserves the right to amend rates identified at any time during the term of this agreement. The City's Airport Advisory Board shall recommend any revision of rates to the City Council. The City shall give rate revisions with due regard to the value of the property leased, the improvements used, and the expense to the City of the tenant's operations. Rate revisions are reviewed and adopted, if necessary, by the City Council annually.

5. **Construction of private buildings on leased property:**

Any structure built upon leased property shall be constructed in compliance with applicable building codes and any building requirements established by the Airport Advisory Board. The building and any attachments and appurtenances, other than ramps or driveways, must be located entirely upon the leased premises. Any building constructed shall be used for the sole purpose of storage of aircraft registered or leased to the tenant and related aviation purposes.

Uses of any building on leased property are subject to the same restrictions placed on City-owned hangars. Any uses of the building, other than aircraft storage, shall be described and approved by the City, in writing.

The tenant agrees that any building shall be constructed at no cost to the City. In the event the tenant has not completed construction of the building on the leased premises within twelve (12) months from the date of this agreement, the City may terminate the lease without further obligation to the tenant.

Prior to construction of any building located on leased property, the tenant shall furnish to the City, for the Airport Advisory Board's review and approval by the City Council, the plans for the building, and provide the estimated cost of completing the building. The tenant shall provide the City with a letter of credit, bond or other security with a surety satisfactory to the City conditioned upon the commencement, completion of and payment for the construction of the building; and against loss or damage by reason of mechanics lien. City staff may specify the acceptable type of surety.

During construction of the building, the tenant and/or tenant's contractor shall provide a certificate of insurance showing liability limits of at least \$1 million and name the City as an Additional Insured and shall provide insurance with respect to tenant's full indemnification and defense responsibilities contained in this lease. 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 City must approve insurance coverage before construction begins. The tenant and/or tenant's contractor shall protect the City from liability to persons or property for damages arising out of the construction or customary use of the building prior to obtaining an occupancy permit from the City. The tenant shall provide the City with a current certificate of liability insurance consistent with these requirements.

The tenant shall obtain the necessary regulatory authority and permits from the City of Faribault. All construction shall be in a good and workmanlike manner and shall be in conformity with building codes, ordinances, and other regulations applicable to the City and Faribault Municipal Airport.

Tenants shall construct aircraft storage facilities that conform to design standards described by the City Council. These design standards may include color, style, size, and other aesthetic requirements. Construction and significant improvements may not begin before receiving written authority from the City.

Tenants shall pay the entire cost of such construction, and shall pay the entire cost of utility services and other required building systems. The tenant shall pay all site improvement costs, including but not limited to, grading, gravel, bituminous, concrete, utility installations, and any other improvements required on the leased property.

6. **Maintenance of leased property:** Tenants, at their own cost and expense, shall take good care of the leased property and any buildings or structures placed thereon. Tenants shall keep and maintain the property in good order and repair and in a clean and neat condition.

Tenant shall not permit any waste or nuisance on the leased property nor permit anything on the leased property to interfere with the rights of other tenants of the City or users of the airport. In the event the property is not properly maintained, the City may, after notifying the tenant, cause the property to be maintained. The costs of maintenance and an administrative fee will be billed to the tenant and become tenant's responsibility. Unpaid billings shall be certified to property taxes.

The cost for customary maintenance routinely performed by the City, related to areas affecting the value or use of leased properties are included in the annual lease costs charged for the property, and includes snow removal, grounds maintenance and maintenance of apron areas. Snow removal is performed by City employees on a priority basis. The City of Faribault reserves the right to perform snow removal functions in whatever manner it deems necessary. In any case, snow removal in front of buildings is the tenant's responsibility. The City is not required to perform any snow removal function on leased property, but may plow snow on or adjacent to leased properties to expedite other snow removal operations at the airport. Mowing and weed control are the tenant's responsibility, however, the City may mow or perform weed control on or

adjacent to leased properties to expedite other maintenance operations. The City shall establish the standards by which ramp areas and other paved surfaces are maintained.

7. **Hazardous Materials:** Tenant shall not store hazardous materials on the leased premises except such materials normal to and reasonably necessary for aircraft operation and such maintenance operations reasonably conducted on the premises. All hazardous materials shall be stored, handled, and disposed of properly in accordance with all local, state and federal rules and regulations, and any spill or discharge shall be immediately reported to the City. Improper storage, use, handling, or disposal of hazardous materials shall be grounds for termination of this lease agreement.

8. **Taxes, assessments, and other charges:**

In addition to other charges identified in this agreement, the tenant shall pay all taxes, assessments, licenses, fees, or other charges that may be levied or assessed upon the tenant's property or building or any activity of the tenant. Should it be determined that the interest of the tenant in this Agreement is taxable, and should any tax be levied, the tenant shall pay such tax. Upon request by the City, the tenant shall provide proof of such payment.

The tenant shall establish their own accounts for utilities, and pay all rates and charges for any utility used or consumed in connection with or in the leased property during the term of this Agreement. Upon request by the City, the tenant shall provide proof of such payment.

In the event the tenant fails to pay the lease payments, taxes, assessments, fees, or other charges due, the City shall notify the tenant of the default. If the tenant fails to cure such default within ten days from the receipt of the written notice, the City shall have the right to immediately terminate this lease without further obligation to the tenant.

9. **Default**

a. **Events of Default**

Any of the following shall constitute a default under this lease:

- (1) Tenant fails to pay money owed to City under this lease when due, and such failure continues for ten (10) days after written notice from City to tenant.
- (2) Tenant uses the premises for any purpose not expressly authorized by this lease and such default continues for ten (10) days following written notice from City to tenant.

- (3) Tenant fails to allow an inspection in accordance with the terms and conditions of this lease and such default continues for ten (10) days following written notice from City to tenant.
- (4) Tenant assigns, subleases or transfers this Lease except as otherwise permitted, and such default continues for ten (10) days following written notice from City to tenant.
- (5) Tenant fails to carry the insurance required under this lease; any insurance required under this lease is cancelled, terminated, expires or is reduced or materially changed so as to not comply with this lease; or City receives notice of any such conditions, and such failure continues for a period of ten (10) days following written notice from City to tenant.
- (6) Tenant vacates or abandons the premises, and such default continues for ten (10) days following written notice from City to tenant.
- (7) Tenant fails to discharge, by payment or bond, any lien or encumbrance placed upon the premises or improvements in violation of this lease within thirty (30) days following written notice from City to tenant that any such lien or encumbrance is filed against the premises and/or improvements.
- (8) Tenant (a) makes a general assignment for the benefit of creditors; (b) commences any case, proceeding or other action seeking to have an order for relief entered or to adjudicate tenant bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or (c) involuntarily becomes the subject of any proceeding for relief which is not dismissed within sixty (60) days of its filing or entry.
- (9) Tenant fails to comply with any other term or condition of this lease and such default continues for more than thirty (30) days after written notice from City to tenant, or for a longer period of time as may be reasonably necessary to cure the default, but only if: (i) tenant is reasonably capable of curing the default, and (ii) is working diligently as determined by City to cure the default.

b. City Remedies

If a default occurs, City, at its option and in its sole discretion, may at any time thereafter do one or more of the following to the extent permitted by applicable law:

- (1) City may, without releasing tenant from its obligations under the lease, attempt to cure the default. City may enter the premises for such purpose

and take such action as it deems desirable or appropriate to cure the default. This entry is not an eviction of tenant or a termination of this lease;

- (2) With legal process, but without further notice to tenant, re-enter the premises or any part thereof and take possession of it fully and absolutely, without such re-entry working a forfeiture of the money to be paid and the terms and conditions to be performed by tenant for the full term of this lease. City's re-entry of the premises is not a termination of this lease. In the event of such re-entry, City may proceed for the collection of money to be paid under this lease or for properly measured damages;
- (3) Terminate this lease upon written notice to tenant and re-enter the premises as of its former estate, and tenant covenants in the case of such termination to indemnify City against all loss of rents and expenses during the remainder of the term; and
- (4) Exercise all other rights and remedies including injunctive relief, ejectment or summary proceedings such as an eviction action and any other lawful remedies, actions or proceedings.

In the event of any default and for any type of remedy chosen by City, tenant shall reimburse City for all reasonable fees and costs incurred by City, including reasonable attorneys' fees, relating to such default and/or the enforcement of City's rights hereunder, and costs incurred attempting to cure a default. Any and all legal remedies, actions and proceedings shall be cumulative.

c. Cumulative Default

Notwithstanding the notice and cure periods set forth above, and subject to the inspection procedures or rights set forth herein, City shall only be required to provide tenant with notice and opportunity to cure two (2) cumulative defaults in any calendar year. Only for purposes of this paragraph, cumulative default means: (i) tenant's failure to pay money due under this lease; (ii) tenant's failure to comply with the use of premises section of this lease; and (iii) any violation of the terms and conditions of this lease which has the likelihood in City's reasonable discretion to cause harm to life or property. In addition, City shall only be required to provide tenant with notice and opportunity to cure two (2) defaults of failing to allow an inspection of the premises in any calendar year. Beginning with the third (3rd) cumulative default or third (3rd) failure to allow an inspection in any calendar year, City will not be required to provide notice and opportunity to cure and may immediately take such action as City deems appropriate under this lease.

d. Default of Other Agreements

A default by tenant of any other agreement between tenant and City shall constitute of default of this lease. Notice of a default in another agreement shall be deemed notice of default under this lease.

10. Termination provisions:

At the termination of this lease the tenant has the privilege of removing all buildings and properties placed upon the property. The tenant shall have a period of ninety-days (90 days) from the termination date to remove property. In the event the tenant cannot complete the removal within 90 days, the City may grant an extension of time, no longer than six months, if the tenant can demonstrate the reasons for failure to remove property within the ninety-day (90 day) period are beyond the control of the tenant. If the tenant does not remove the property within the period granted by the City, the City may retain ownership of the building and property for any municipal purpose.

If the leased premises becomes deserted, abandoned or vacated, the City may terminate the lease. If the tenant's interest in the property is taken by process of law, the City may terminate the lease. If the buildings or properties on the premises are destroyed, the City or tenant shall have the right to terminate this agreement upon giving written notice, with response, to the other party.

Should the tenant default in the performance of any terms, conditions or covenants of this Agreement not otherwise specified, and should the default continue for a period of more than twenty (20) days after the City serves the tenant with written notice, the City may terminate the lease. This may be done with or without terminating this Agreement and without prejudice to any other remedy for lease payments or breach of covenant. In any such event the City may terminate this Agreement by giving written notice of the termination. The rights and remedies given to the City are, and shall be deemed to be, cumulative, and the exercise of one shall not be deemed to be an election excluding the exercise by the City at any other or different time of a different or inconsistent remedy.

Should the leased property be declared condemned, either because the airport is closed to the public, or the property is needed for another municipal purpose, the City shall reimburse the tenant for all lease payments received from time the lease was signed until the property is vacated. The City shall provide the tenant with ninety-days (90 days) notice of such action. The tenant shall have a period of ninety-days (90 days) from the termination date to remove property. In the event the tenant cannot complete the removal within 90 days, the City may grant an extension of time, no longer than six months, if the tenant can demonstrate the reasons for failure to remove property are beyond the control of the tenant.

11. Liability provisions; Indemnification; Insurance:

Notwithstanding anything to the contrary in this lease, the City, its officers, agents, and employees shall not be liable or responsible in any manner to the tenant, tenant's successors or assigns, the tenant'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 lease or the performance of this lease, nor will the tenant make any claim against the City for or on account of any injury, loss or damage resulting from the tenant's property or use thereof.. The tenant, and the tenant'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 lease 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 tenant 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 tenant'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 tenant's full indemnification and defense responsibilities contained in this lease. 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 tenant shall provide the City with a current certificate of liability insurance consistent with these requirements.

The tenant 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 lease.

- 12. Transferring, subletting, selling:** The tenant shall not assign, transfer, sublet or sell any interest in this agreement or in the improvements located on the property without first obtaining the written consent of the City. Failure to obtain written consent shall be sufficient grounds for terminating this agreement without obligation of the City to the tenant.
- 13. Discrimination provision:** The tenant, in the use of the Faribault Municipal 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, and the tenant further agrees to comply with any requirement made to enforce such regulation

which may be demanded of the City by the United States Government under authority of said Part 21.

14. **Civil Rights:** Tenant 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 tenant 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.
15. **Laws, rules and regulations:** The tenant shall abide by and conform with all laws, rules, and regulations, including future amendments thereto, controlling or in any manner affecting the tenant relative to the use or occupancy of the tenant.
16. **Commercial Use:** Tenant must indicate to City at time of signing that the leased property will be used to conduct commercial activities and obtain written permission from the City to conduct such activities. Any wish to alter the use of the property to include commercial activity during the term of this agreement requires prior written consent of the City. Failure to notify the City and obtain written consent as described above shall be grounds for immediate termination of this agreement. Commercial activities include repair, restoration, maintenance or rental of aircraft. No commercial activity which is not directly related to aeronautics is permitted. No outdoor storage of planes or equipment is permitted in the hangar area. Any hangar constructed or used to conduct commercial activities shall comply with any all applicable City of Faribault building code requirements for commercial buildings.
17. **General Provisions**

- a. **Airport Access**

Tenant 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 tenant.

- b. **Waiver**

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

c. Headings

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

d. Entire Agreement; Amendments

This lease represents the entire agreement between the parties and supercedes any prior agreements regarding the premises. This lease 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 lease shall be held invalid, it shall not affect the validity of the remaining parts of this lease, provided that such invalidity does not materially prejudice either party under the remaining parts of this lease.

f. Choice of Law and Venue

This lease 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 lease shall be heard in the state or federal courts of Minnesota, and all parties to this lease 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 tenant in a confidential manner to the extent permitted by law. This lease, 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 lease 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 lease shall extend to bring the legal representatives, successors and assigns of the parties to this lease.

j. Relationship of Parties

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

k. Multiple Parties

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

l. Consent and Approvals

Whenever in this lease 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 lease shall be in writing and delivered in person or by courier or mailed by certified mail, return receipt requested by United States Mail, postage prepaid addressed as follows:

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

If to the tenant:
 Two Dakota's, LLC
 3401 Hwy 21 W, Hangar 500
 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 shall not take effect until it has been approved by the City Council of the City of Faribault.

CITY OF FARIBAULT:

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

Attest: _____
Timothy C. Murray, City Administrator

TENANT: Two Dakota's, LLC

Dated: _____ By: _____
Tenant



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Dustin Dienst, Fire Chief
MEETING DATE: January 25, 2022
SUBJECT: Resolution 2022-023 Authorization to Apply for the Staffing for Adequate Fire and Emergency Response (S.A.F.E.R.) Grant

Background:

The Faribault Fire Department is committed to and expected to provide a timely, effective and professional service to the people in our response district.

The City of Faribault has a rich history of providing superior emergency response by utilizing the staffing model that I believe is the best model for a city and fire district of our size. The combination-staffing model employs both full-time firefighters and paid-on-call firefighters to provide service to our coverage area. This model is fiscally responsible without sacrificing precious response time.

As our city grows, so does our workload and call volume. A vast majority of our calls are medical in nature. These calls do not require a large number of personnel but do require timely response. Adequate staffing is required in order to respond to every call in a timely manner. The addition of three full-time firefighters (one for each shift) has multiple advantages, not only to emergency calls but also to all the other services that we deliver.

The Federal Emergency Management Agency (FEMA) has a grant program to assist cities with fire department staffing. This grant is named the S.A.F.E.R. grant. It stands for Staffing for Adequate Fire and Emergency Response. I would like to apply for this grant to ease the budget impact of adding three full-time firefighters. This grant pays 100% of the wages earned by the three firefighters we are asking for. The grant is for a time period of three years.

Recommendation:

Approve Resolution 2022-023, authorizing the Fire Department to apply for the SAFER grant for the addition of three full-time firefighters.

Attachments:

1. Resolution 2022-023 Authorization to Apply for the SAFER Grant
2. Grant Summary Form

CITY OF FARIBAULT

RESOLUTION #2022 - 023

**AUTHORIZATION TO APPLY FOR THE STAFFING FOR ADEQUATE FIRE AND
EMERGENCY RESPONSE (S.A.F.E.R.) GRANT**

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, our City is growing resulting in an increased call volume along with other workload issues; and

WHEREAS, the addition of three full-time firefighters would greatly enhance the safety, efficiency and effectiveness of both our response to emergency calls and the overall service that we provide to our community: and

WHEREAS, The Federal Emergency Management Agency (FEMA) has a grant program to assist municipalities financially with the adding of full-time firefighters to their departments.

NOW, THEREFORE BE IT RESOLVED, that the Faribault Fire Department is authorized to apply for the S.A.F.E.R. grant for the addition of three full-time firefighters.

Date Adopted: January 25, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



GRANT SUMMARY FORM

Pre-Application ☒ Application ☐ Award Acceptance ☐ Amendment ☐

Department: Fire Department

Contact Person: Alex Bolster & Dusty Dienst

Grant Name: SAFER Grant (Staffing for Adequate Fire and Emergency Response)

Grantor: FEMA

Total Project Cost: \$ 894,303.00 Total Award Amount: _____

Total Cash Match: \$ 0.00 Total In-Kind Match: _____

Application Date: 02/20/22 Grant Period From 01/03/22 To 01/04/22

Funding Type (Federal, State, Other): Federal

CFDA Number: _____ Electronic or Hardcopy Submission: Electronic

Project Description

Hire three more Full-Time firefighters through the SAFER grant program. The goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response and operational standards established by the NFPA (NFPA 1710 and/or NFPA 1720). Faribault FD is not in compliance with NFPA 1710/1720 currently.

How is the Match Amount Determined::

No Match.

Fixed Amount: _____ or % of project cost 0.00% or Other ☒

Explanation of Other:

The SAFER grant pays the standard wages and benefits for 3 Full-Time firefighters for the first 3 years (excluding overtime). The City will be responsible for 100% of the usual annual cost after the 3rd year. The intent is that the City will maintain the firefighters when the grant runs out.

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

Already In Department Budget: _____ Not Budgeted: _____

Proposed Source of Match: _____

Director Approval

Dusty Dienst

Administrator Approval

[Signature]



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Manager
MEETING DATE: January 25, 2022
SUBJECT: Resolution 2022-024 Approve Hiring Police Officer

Background:

Due to a resignation, there is a need to fill a Police Officer position for the City of Faribault. The position was posted and applications were accepted from September 24, 2021 to October 21, 2021.

Twenty-three applications were received and sixteen applicants were selected for first round interviews. From those interviews, five applicants were selected for final round interviews on November 18, 2021. From those interviews, Staff selected James Perry as the recommendation for hire, for the open Police Officer position.

Resolution 2022-024 approves the hiring of James Perry as Police Officer for the City of Faribault. This position is a union position in Local 357 and is wage grade J-1—Mr. Perry would be hired at step 1, with a hire date of February 1, 2022. The position is under the Local 357 CBA 2022-2024 Compensation Agreement.

Recommendation:

Approve Resolution 2022-024, approving the hiring of James Perry as Police Officer for the City of Faribault.

Attachments:

1. 2022-024 Approve Hiring Police Officer

CITY OF FARIBAULT

RESOLUTION #2022-024

APPROVE HIRING POLICE OFFICER

WHEREAS, the City of Faribault (the "City") presently has a vacancy for a Police Officer that needs to be filled by a qualified candidate; and

WHEREAS, the City has posted for and interviewed candidates for the Police Officer position within the City; and

WHEREAS, the City Council desires to fill the vacancy for the Police Officer position.

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

Date Adopted: January 25, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: January 25, 2022
SUBJECT: Resolution 2022-020 Approving Minnesota Department of Employment and Economic Development Redevelopment Grant and Authorizing Submittal of Grant Application for the Former Farmer Seed Building Located at 818 4th Street NW, Faribault, MN

Background:

At the City Council Work Session on January 18, 2022, the City Council was updated on a proposal for the redevelopment of the former Farmer Seed building and site. The Farmer Seed building was purchased by KK&G Properties, LLC (KK&G) the current owners/developers on September 30, 2021. While their original intent was to reuse the entire grouping of buildings for indoor storage, a conditions analysis and structural review revealed structural issues and significant damage to four (4) of the seven (7) buildings past the point of repair. Due to the building being listed on the national registry of historic places, the owners/developers applied to the Heritage Preservation Commission for a Certificate of Appropriateness for a partial demolition permit, which was granted in December 2021.

With the issuance of the Certificate of Appropriateness for the partial demolition, KK&G engaged additional engineers and architects to develop a reuse proposal for the site. The proposed redevelopment includes saving the oldest part of the building (built in the 1890s) and renovating it into 18 apartments, converting two of the existing buildings into climate controlled self-storage, constructing a new 3-story climate controlled self-storage building, and constructing a standalone 42-unit apartment building. The total estimated cost for the redevelopment is approximately \$12.2m.

The site requires costly cleanup, and many of those cleanup costs are eligible for the DEED Redevelopment Grant Program. The Redevelopment Grant Program focuses on projects where there was previous development

and the need to recycle the land for more productive use exists. The program can pay for up to 50-percent of certain development costs for a qualifying site, including demolition, interior environmental abatement, and geotechnical soil corrections. The grant is competitive, is offered only twice per year (pending funding), and is awarded to projects that provide the highest return in public benefits for the public costs incurred. The next grant application round closes on February 1, 2022.

In partnership with KK& G Properties LLC, the attached draft grant has been prepared. The total eligible redevelopment costs is \$1,047,650 and the requested DEED grant is \$523,825. These funds will be used to demolish the blighted buildings to prepare the site for redevelopment. The DEED grant will also be used to help remediate asbestos, lead, and other hazardous building materials, as well as geotechnical corrections. The total proposed capital stack to fund the project includes:

Construction Sources and Uses of Funds for the Project

Construction Activity	Cost	Source of Funds (List Individually)		Date Funds Committed
Site and Land Cost	\$1,403,400	Premier Bank	\$336,222	1/20/2022
		DEED Cleanup Grant	\$667,178	Pending
		Developer	\$400,000	1/1/2022
Soft Costs	\$1,838,663	Premier Bank	\$1,188,663	1/20/2022
		Developer	\$650,000	1/1/2022
Hard Costs	\$8,709,217	Premier Bank	\$7,505,392	1/20/2022
		DEED Redevelopment Grant	\$523,825	Pending
		Developer	\$680,000	1/1/2022
Financing Costs	\$248,400	Developer	\$248,400	1/1/2022
Total	\$12,199,680		\$12,199,680	

Total	\$12,199,680
Public	\$1,191,002.99
Private	\$11,008,677.01

The project, if awarded a DEED Redevelopment Grant, would be start this year with an estimated completion date of summer 2023.

The attached resolution is required to be adopted prior to submittal of the grant application. The resolution identifies the City of Faribault as the applicant and legal sponsor for the project, authorizes the grant to be submitted, and commits the funding match to the grant. Staff will continue to refine the grant application, in collaboration with KK&G Properties, Inc. with the intention of submitting the grant by the application deadline of February 1, 2022.

In addition, over the next number of months, a number of steps and action items will be before City Council for consideration. This will include any/all planning and zoning approvals (after required public hearing and Planning Commission review) and TIF actions.

Recommendation:

Approve Resolution 2022-020 Approving Minnesota Department of Employment and Economic Development Redevelopment Grant and Authorizing Submittal of Grant Application for the Former Farmer Seed Building Located at 818 4th Street NW, Faribault, MN.

Attachments:

1. Resolution 2022-020 Authorizing MN DEED Redevelopment Grant Application for Farmer Seed
2. Draft - DEED Redevelopment Grant Application - 1-21-22

CITY OF FARIBAULT

RESOLUTION #2022-020

APPROVING MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT REDEVELOPMENT GRANT AND AUTHORIZING SUBMITTAL OF GRANT APPLICATION FOR THE FORMER FARMER SEED BUILDING LOCATED AT 818 4TH STREET NW, FARIBAULT, MN

WHEREAS, the City of Faribault supports and encourages the redevelopment of underutilized and blighted property inside of the city limits; and

WHEREAS, a conditions analysis has shown that the property located at 818 4th Street NW, Faribault, MN (PID 18.31.2.26.120) has structural issues and significant damage that adds significant costs to possible redevelopment; and

WHEREAS, the City of Faribault in partnership with KK&G Properties, LLC is interested in redeveloping this old, vacant blighted property into uses that add value to the community and help address the housing shortage in the city.

NOW, THEREFORE BE IT RESOLVED, that the City of Faribault (Applicant) act as the legal sponsor for project(s) contained in the Redevelopment Grant Program to be submitted on February 1, 2022, and that Timothy Murray, City Administrator (Authorized Official) is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Faribault.

BE IT FURTHER RESOLVED, that the City of Faribault has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED, that the sources and amounts of the local match identified in the application are committed to the project identified.

BE IT FURTHER RESOLVED, that if the project identified in the

application fails to substantially provide the public benefits listed in the application within five years from the date of the grant away, the City of Faribault may be required to repay 100-percent of the awarded grant per Minn. Stat. 1161J.575 Subd. 4; and

BE IT FURTHER RESOLVED, that the City of Faribault has not violated any Federal, State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

ALSO, BE IT RESOLVED, that upon approval of its application by the state, the City of Faribault may enter into an agreement with the State of Minnesota for the above referenced project(s) and that the City of Faribault certifies that it will comply with all applicable laws and regulations as stated in all contract agreements.

NOW, THEREFORE BE IT RESOLVED that Timothy Murray, City Administrator is hereby authorized to submit the Minnesota Department of Employment and Economic Development Redevelopment Grant application and execute such agreements as are necessary to implement the project(s) on behalf of the City of Faribault.

Date Adopted: January 25, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

I certify that the above resolution was adopted by the City Council of the City of Faribault on January 25, 2022.

Signed: _____



Brownfields and Redevelopment Unit
1st National Bank Building 332 Minnesota Street, Suite E200 St. Paul, MN 55101-1351

Redevelopment Grant Application

Applicant (Public Entity)*	City of Faribault	
Head of Applicant Agency (e.g., Mayor) <i>Name and Title</i>	Deanna S. Kuennen, Community and Economic Development Director	
Email	dkuennen@ci.faribault.mn.us	
Address	208 NW 1 st Avenue	
City	Faribault	Zip Code: 55021
If the applicant is a city, what form of government?	☒ Home Rule	☐ Statutory City
For reference, please give the State Statute number which gives the applicant authority to carry out the activities for which you are requesting grant funds	Minnesota statutes: Section 410.33; Section 412.221, subd. 32; Sections 463.15-463.26; Chapter 469.	
Project Contact for the Public Entity	Deanna S. Kuennen	
Phone:	507-333-0376	
Email	dkuennen@ci.faribault.mn.us	
Address	208 NW 1 st Avenue	
City	Faribault	Zip Code: 55021
Project Manager for this project from the Public Entity, in the event of an award	Deanna S. Kuennen, Community & Economic Development Director	
Phone	507-333-0376	
Email	dkuennen@ci.faribault.mn.us	
Application Author	Dennis McComas, American Engineering Testing, Inc.	
Phone	651-647-2759	
Email	dmccomas@teamaet.com	

* If awarded, please note that the applicant is responsible for administering the grant and ensuring all grant terms and conditions are met.

PROJECT SUMMARY - Please attach a short summary of the project.

The Farmer Seed and Nursery property had been for sale and vacant for three years when KK&G Properties LLC (KK&G) contracted to purchase the property in 2021 to renovate the entire property into different types of storage: business, climate-controlled, and non-climate controlled. During the yearlong due diligence period, multiple roof collapses that had gone without repair and structural issues had significantly damaged 4 of the 7 buildings past the point of repair. Water penetration and mold is particularly damaging to wood structures like these. Asbestos, lead-based paint, hazardous materials, poor soils and soil contamination were also discovered in this process. KK&G entered into discussions with the City of Faribault regarding the best fit for the City in this site area, which is on Highway 60 (4th street), which has heavy traffic and is located in the heart of the city. Faribault staff indicated the primary need in Faribault, especially in the central part of the city, was for more housing, as the apartment vacancy rate in Faribault is 0.5% where a normal vacancy level is 5%. KK&G agreed to develop the property with a mixed development of storage space and apartments tailored to fit the needs of the community.

This property has many challenges beyond the dilapidated condition of some of the interconnected buildings, including contaminated soil at the Site, which is a result of the various businesses and activities that have taken place at the Site in the last 130 years. This property is listed on the National Historic Register, so KK&G worked with city council and the local HPC, who issued a Certificate of Appropriateness to demolish 4 of the 7 buildings on the property (see Appendix A). The partial demolition would allow the oldest part of the building (built in 1890s) to be saved and renovated into 18 apartments. Not only will this redevelopment bring a historic building back into use, but it will also pave the way for 2 additional developments on the site; a 42-unit apartment complex and climate-controlled storage. Due to the complexity of this project and the significant costs to demolish and remediate this blighted 2.16-acre site, the city has agreed to establish a TIF Redevelopment District and is working with KK&G to be the applicant for two grant application, which are needed to allow this project to go forward; a DEED Redevelopment Grant and a DEED Cleanup Grant. Historic tax credits are not being requested for the project. The site is shovel ready and the developer is ready to start abatement and demolition in the anticipation that grant funds will be approved. If grant funds are not approved, the number of apartments will need to be reduced, and some of the amenities offered to the tenants will be lost.

I. SITE IDENTIFICATION AND HISTORY

SITE INFORMATION

1. **Name of Site/Project:** Farmer Seed Redevelopment - Faribault

Site Address: 818 4th St. NW

City: Faribault

Zip Code: 55021

Acres of Site: 2.16 Acres

Property Identification Number(s): 18.31.2.26.120

Provide/attach a legal description of the site: Lot 1 Block 9 of MCCLELLANDS ADD
L1 & L2 & L3 & L4 & L7 & L8 & L9 & L10 & THOSE PARTS L5 & L6 BEG SW COR E40FT L7 TH S89D17'01"W
ALG SLY LI B9 34.63FT TH N04D30'21"W 330.30FT TAP N LI B9 TH N89D15'22"E ALG N LI 59.67FT TO NW
COR E40FT L4 TH S0D09'30"E ALG W LI E40FT LOTS 4 & 7 329.63FT TO POB

Minnesota Legislative District in which the site is located #24A ___ #24B

Note: The Minnesota Legislature has a tool to look up legislative district numbers. You must have a precise address and know the zip code of the site. Go to: [Legislative Website](#)

2. **A. Current property owner(s):** KK&G Properties LLC

When was the property purchased? 9/30/2021

For what amount? \$400,000

From whom was the property purchased? Minnland Company LLC

B. Who will develop the site? KK&G Properties LLC

Will the developer/affiliate own the property at any time? ☒ Yes ☐ No

When was/will the property be purchased? 9/30/2021

For what amount? \$400,000

C. Who will own the site after development? KK&G Properties LLC

When was/will the property be purchased? 9/30/2021

For what amount? \$ 400,000

D. What is the relationship (if any) between the developer and the current or future owner(s)?

The current owner is the developer and will continue to be the owner after development.

SITE VALUATION

3. **Current appraised or assessed value of the site:** \$450,000

See Appendix B for the Rice County Current Assessed Value Statement.

4. **Projected appraised or assessed value after the redevelopment activities have been completed (prior to development):** \$600,000

5. **Projected value after the proposed development has been completed:** \$8,117,300

The new 3-story apartment building will contain 42 market rate apartments with a total square footage is 37,215. The 3-story historic and vacant retail building will be converted to 18 apartments with a total square footage of 14,514. New storage building & conversion of two existing buildings into climate controlled self-storage will be constructed to total 48,470 SF. The

Rice County Assessor has reviewed the proposed plans and provided the following valuation information for the separate components of the overall redevelopment:

Apartment value (for new 42-unit building and 18-unit renovation)

LAND VALUE	660,000
BUILDING VALUE	5,046,200
TOTAL VALUE	5,706,200

Industrial Value (renovation and new buildings for indoor controlled self-storage)

LAND VALUE	114,700
BUILDING VALUE	2,296,400
TOTAL VALUE	2,411,100

TOTAL PROJECT VALUE AS PROPOSED

LAND VALUE	774,700
BUILDING VALUE	7,342,600
TOTAL VALUE	8,117,300

MAPS AND SITE FEATURES

6. Attach an accurate and legible site and location map indicating the site showing locations of prominent and relevant site features such as buildings, retaining walls, etc. (Note: maps shall include property boundaries, a north arrow and bar scale). The map(s) should show the following:

See Appendix C for maps and site features.

- ☒ The current condition of the site including labeled structures. (See Appendix C)
- ☒ The proposed development of the site including labeled structures; and (See Appendix C)
- ☒ Specifically, where and for what activities DEED money will apply. (See Appendix C)

7. **Provide current and historic photographs of the site, if available.**

Current photographs of site were provided in Appendix C. Historic photographs of the site are provided in Appendix D.

HISTORY

8. **Provide the timeline and history of the site. This includes, but is not limited to, a description of the former and current uses of the site, as well as an explanation of what has occurred on the site, leading to its current dilapidated condition.**

The site on which the Farmer Seed building now sits was reportedly occupied by Faribault Iron Works as early as 1884. Two to three buildings serving Faribault Iron Works bordered 4th Street on the south end of the lot, and numerous outbuildings scattered across the site. None of these buildings appear to be in existence today.

Sometime between 1893 and 1899, the 3-story original structure, which is still in existence (and will be converted into 18 apartments), appears to have been constructed by the Faribault Thresher Company, who sold the building in 1899 to a business from Chicago named Farmer Seed. At that time, the Farmer Seed Company shared the city block with a cupola foundry, a machine shop, houses and various other outbuildings.

The Farmer Seed business was founded by Otto Kozloski and William Kueker in 1888 as described in

greater detail by the National Register document (see Appendix E E). The Farmer Seed building and business was known for gravity seed cleaning and packaging. They were very successful with seed ordering catalogs and selling of plants and pesticides. As the business grew, the company added onto the original buildings. Based on site observations and the available Sanborn Fire Insurance maps, it appears one to two more wood additions were added on the north side of the east wing sometime between 1914 and the 1920s. The highest two stories – referred to as the 6th and 7th floors – were reportedly constructed in the 1920s. A two-story precast concrete structure was constructed to the north in the 1950s. In 1982 a steel-framed building was constructed to the southeast of the original wood building. Circa 2000, a one-story slab-on-grade pre-engineered metal building was added to the north of the two-story concrete building. Several other detached greenhouses and a detached pre-engineered post-frame (pole barn) building have also been built. The dates of their construction is unknown but is believed to be sometime in the past 30 years.

While Farmer Seed occupied the property, the buildings were altered to fit the needs of the growing company. Adding shafts, hoppers and conveyors throughout the building without consideration for structural engineering has caused concern for safety. The buildings were poorly maintained and with most of the buildings being over 100 years old, they are showing their age. Roof collapses were not fixed, rather temporary patches were applied which did not hold up. In August of 2018, the Farmer Seed and Nursery Company ceased operations, causing the buildings already in poor condition to become vacant, with no maintenance. The heat was turned off, maintenance was deferred, and the buildings continued to deteriorate (see Appendix F). Six areas were identified during the Summer of 2019 that needed urgent repairs but were not fixed, rather 55-gallon drums were placed under the leaks to catch rainwater. When the drums filled up and overflowed onto the wooden floors and beams, the floors softened and started to mold. Since the current owner's original inspection in February of 2021, there have been three additional partial roof collapses that have not been addressed and continue to spill water through the heavy wood construction. In September of 2021, KK&G purchased the building with the hopes of renovating the buildings into storage buildings. Due to the condition of the buildings, that was no longer financially feasible. This has led the developer to look at redevelopment on a larger scale, into the proposed redevelopment.

CURRENT AND FUTURE SITE USE

9. Zoning/Land Use:

A. Current: ☐ Industrial ☒ Commercial ☐ Residential ☐ Mixed-use
☐ Other (Specify) [Click or tap here to enter text.](#)

B. After Redevelopment: ☐ Industrial ☐ Commercial ☐ Residential ☒ Mixed-use
☐ Other (Specify) [Click or tap here to enter text.](#)

10. How many buildings are currently on site?

	How many are occupied?	If vacant, for how long?
Industrial		
Commercial		7 Buildings for 3.5 years
Residential		

11. Year building(s) was/were constructed: 1893, 1902, 1906, 1914, 1950, 1980, 2000

12. Describe the current condition of the buildings on the site: (see Appendix F for images)

BUILDING A: The three-story wood structure is the oldest of all the buildings. The major defects are a crack in the exterior wall, the floor on the first floor is sagging and needs to be removed and poured slab-on-grade, roof trusses need to be rebuilt and windows are missing. There is asbestos in the roof, the sprinkler pipes that run in the building and the floor tile.

BUILDING B: The pre-engineered metal building built in the 1950s has no insulation and needs a roof/siding. No major structural defects or asbestos.

BUILDING C: The three-story wood structure is in very poor condition. There is a partial roof collapse in two areas that have been neglected. Maintenance has been deferred for 3 years and water been running through all levels of this building causing major structural concerns. The prior owner put 55-gallon drums under the roof leaks to catch the rainwater. The floor is rotting out beneath the drums and the posts used to prop up the roof are close to falling though the floor. There is asbestos in the roof and hazardous material throughout.

BUILDING D: The seven-story wood structure is in very poor condition. There is a partial roof collapse in four areas that have been neglected. Pink mold has formed in the basement and black mold is rampant through the wood structure. The ceiling in this section is soft and starting to fall. There are major structural concerns with the heavy wood timbers that hold up the 6 stories above this. There is a large boiler in the basement that is insulated with asbestos on the inside and out. There is also asbestos in the roof and a few other locations

BUILDING E: The three-story concrete block building is in good condition, and this building will be revitalized. A new roof is needed once the asbestos is removed.

BUILDING F: The one-story pre-engineered metal building is in okay condition, and this building will be revitalized. A new roof is needed and new metal liner on the inside and out.

BUILDING G: The one-story pre-engineered metal building is in okay condition, but it will need to be removed to allow for green space in the new development.

13. Describe plans for existing buildings as redevelopment occurs: Building A will be redeveloped in to 18 apartments. Building B, C, D and G will be demolished. Building E and F will be redeveloped into climate-controlled self-storage.

14. Provide a detailed narrative of the proposed new development plan for the site. Include information such as the number and size of buildings, any known future tenants, etc.: Building A will be redeveloped into 18 new apartments for a total of 14,514 square feet. Building H will be a new 3-story climate-controlled self-storage building for a total of 27,150 SF. Building E, and existing 3-story building, will be converted into climate-controlled self-storage for a total 15,720 SF. Building F, an existing building, will be converted into climate-controlled self-storage for a total of 5,600 SF. Building I will be a new 3-story apartment complex with 42 apartments for a total of 37,215 SF. Midwest Indoor Storage will be the company operating the storage buildings. The apartments will be occupied by the Faribault community. See Appendix G for the site plan including building labels.

IMPORTANT NOTE: Per [Minn. Stat. § 116J.575, Subd. 4](#), if this redevelopment project fails to substantially provide the public benefits (jobs and taxes) listed in this application within five years of the grant award date, the Commissioner may require that 100 percent of the grant amount be repaid to DEED.

15. Is the proposed new development related to the bioscience field? ☐ Yes ☒ No

If yes, describe: [Click or tap here to enter text.](#)

16. Is the new development part of an expansion of an existing Minnesota bioscience business?
☐ Yes ☒ No

II. COST ANALYSIS

17. **Total redevelopment costs as defined on Page iii:** \$12,199,680
18. **DEED request amount:** \$523,825.
(Up to 50% of the total redevelopment cost is eligible)
19. **Describe in detail the specific activities for which DEED funds are being requested:**
DEED Funds are being requested to help demolish blighted buildings to pave the way for redevelopment. DEED funds will be used to help remediate asbestos, lead, and other hazardous materials before demolition. Furthermore, the funds will help cover the costs of geotechnical corrections for the new apartment building. The soils where the new apartment building will be going is non-contaminated soil that is not suitable for a building and has to leave the site, according to the depths in the table provided in Appendix C. See Appendix H and I for paid invoices and quotes for all the DEED funding requested.
20. Fill out the **budget table** below indicating the sources, uses, and amounts of **all** funds (including TIF, DEED requests, etc.) that will be used for eligible redevelopment costs as defined on Page iii. The table should list the total redevelopment costs, including any costs that have already been incurred.

The 50% local match can come from any source. Eligible redevelopment activities that have been completed up to 12 months prior to the application due date can count toward local match. If eligible costs have been incurred, attach the invoices. Public acquisition is only eligible as a match cost.

Redevelopment Sources and Uses of Funds for the Project (Budget Table)

Use of Funds (Activity)	Cost	Costs Incurred? Y/N	Date Incurred	Source of Funds (List individually)	Date Funds Committed*
Demolition (Non-Hazard Only)	\$652,500	N	Pending	DEED 50% TIF 50%	Pending
Asbestos Testing	\$5,775	Y	12/22/2021	100% Developer	Already Paid
Asbestos Abatement	\$150,900	N	Pending	DEED 50% TIF 50%	Pending
Geotechnical Corrections	\$83,400	N	Pending	DEED 50% TIF 50%	Pending
Lead Testing	\$2,200	N	1/20/2022	100% Developer	Already Paid
Lead Remediation	\$98,600	N	Pending	DEED 50% TIF 50%	Pending
Hazardous Material Survey	\$2,275.00	Y	1/10/2022	100% Developer	Already Paid
	\$52,000	N	Pending	DEED 50%	Pending

Hazardous Material Removal				TIF 50%	
Total	\$1,047,650			DEED 50% TIF 50%	

Use of Funds (Activity): See page iii for a list of eligible redevelopment costs. Be specific.

Cost: Total cost of the budget line item.

Costs Incurred: Has work on this activity started?

Date Incurred: When was this work done? Give a time range if necessary.

Source of Funds: List the funding source(s) contributing to each activity.

Date Funds Committed: When were the funds secured from this source?

*Attach documentation of funding commitments.

Construction Sources and Uses of Funds for the Project

Construction Activity	Cost	Source of Funds (List Individually)		Date Funds Committed
Site and Land Cost	\$1,403,400	Premier Bank	\$336,222	1/20/2022
		DEED Cleanup Grant	\$667,178	Pending
		Developer	\$400,000	1/1/2022
Soft Costs	\$1,838,663	Premier Bank	\$1,188,663	1/20/2022
		Developer	\$650,000	1/1/2022
Hard Costs	\$8,709,217	Premier Bank	\$7,505,392	1/20/2022
		DEED Redevelopment Grant	\$523,825	Pending
		Developer	\$680,000	1/1/2022
Financing Costs	\$248,400	Developer	\$248,400	1/1/2022
Total	\$12,199,680		\$12,199,680	

Construction Activity: May include building construction or other non-Redevelopment costs.

Commitment Date: Construction financing is expected to close March 21st, 2022.

21. **What will be the total cost of the final development project?**

Total	\$12,199,680
Public	\$1,191,002.99
Private	\$11,008,677.01

22. **Is all the financing in place for the final development of the site?** ☐ Yes ☒ No

If yes, attach any funding commitments.

23. **If financing is not in place, what is the process to secure the funds and its timeline?**

The bank funds and the developer funds are in place (See Appendix J for Premier Bank's Letter of Commitment). The TIF funds and DEED Redevelopment Grant funds (if received) are expected to be in place by the end of March 2022. The DEED Cleanup Grant funds (if received) are expected to be in place by the end of June 2022.

Attach any letters of interest, term sheet(s) from lenders or other funding sources. In addition, include this information in the Project Schedule in Section V. (See Appendix J)

24. **Are you applying for HUD financing?** ☐ Yes ☒ No

If yes, have you received an “Invitation to Apply” from HUD?

☐ Yes. Please attach letter.

☐ No. Where are you in the HUD financing process? [Click or tap here to enter text.](#)

III. TAX INCREMENT FINANCING (TIF) ANALYSIS

25. **Is this project included in a current established redevelopment TIF district?** ☐ Yes ☒ No

If yes, attach the adopted resolution establishing the redevelopment district.

The City Council has agreed that the project requires public financing assistance and has started the process to establish a Redevelopment Tax Increment Financing district. The actions completed to do include:

- Hiring LHB, Inc. to conduct a conditions analysis. The “TIF Analysis Findings for the Farmer Seed and Nursery Co. Site” was completed on January 13, 2022. The report concluded that the building qualifies as substandard per the statutory criteria for a Redevelopment District under MN State Statutes 469.174, subd. 10.
- City Council passed Resolution 2022-019 “Resolution of the City of Faribault Finding Parcel is Occupied by Structurally Substandard Buildings” on January 25, 2022.

26. **If not**, does the project currently meet tax increment financing requirements for a redevelopment district? ☒ Yes ☐ No

27. **If yes**, check the following TIF criteria that apply and **attach documentation** (slum and blight analysis, building inspection, etc.) determining redevelopment TIF qualifications: See Appendix L

☒	A. Parcels consisting of 70% of the area of the tax increment financing district must be occupied by buildings, streets, utilities, or other improvements, and more than 50% of the buildings (excluding outbuildings) must be structurally substandard to a degree requiring substantial renovation or clearance; or
☐	B. Parcels must consist of vacant, unused, under used, inappropriately used, or infrequently used rail yards, rail storage facilities or excessive or vacated railroad rights-of-way; or
☐	C. Tank facilities (see criteria in Minn. Stat. § 469.174, Subd. 10[a][3]); or
☐	D. A qualifying disaster area.

28. **How much TIF will be used for the project?** \$1,779,801

Attach a cash flow analysis that indicates how much TIF will be used towards this project.

Based on the proposed redevelopment, the attached cash flow analysis shows that the district will generate a total of \$2,788,277 over the life of the district, which has a present value of \$1,779,801. The

present value will be used for eligible redevelopment expenses to realize the proposed development. Please see attached TIF Analysis in Appendix M.

29. **What activities are being financed with TIF?**

NEED INFORMATION HERE

30. **What is the maximum amount of TIF that can be generated?** \$1,655,441

31. **If TIF is not being used fully, or at all, explain why:**

32. **Is there a gap in financing after applying TIF?** ☒ Yes ☐ No

If yes, how much is the gap? \$

IV. ANALYSIS OF REDEVELOPMENT POTENTIAL

33. **Describe how redevelopment of this site will spur future development of adjacent sites by identifying nearby properties with redevelopment potential.**

Replacement of the blighted buildings with a modern new apartment complex will dramatically improve the aesthetics and utilization of the property. Redevelopment of a historic building into apartments will increase property values and bring a part of history back into a use needed to help the city address a housing shortage. The apartments are designed to attract young couples and professionals that will aid to the vitalization of the neighborhood. The abundant tree and landscaping will be a vast improvement over the existing buildings that are overgrown.

34. **Describe the relative adequacy of the infrastructure at the site.**

This site is a typical inter-city Brownfields site that has adequate infrastructure present. There is an existing sewer and water service, sidewalks present, but will require improvements. The existing streets have been updated recently, which will allow for such a high demand on the sewer and water needs of the apartments.

35. **Describe how the redevelopment of the site will reduce crime. Attach the most recent data on criminal activity at the site.**

The relatively limited access to the subject property appears to have contributed to a relatively low crime rate. In 2021, there has been one report of suspicious activity. (See Appendix N). Site redevelopment will help to keep crime low by screening tenants for criminal records. Furthermore, all multi-family property owners in Faribault are required to complete Crime Free Multi Housing Training. A 2014 rental ordinance was enacted by the city of Faribault. The ordinance, still in effect, implements stringent requirements on landlords that includes occupancy limits, criminal background checks and mandatory training that encourages property owners to screen out people with criminal records. The ordinance also includes that tenants found in violation of lease addendums that forbid criminal activities or drug crimes can be evicted.

36. **Has the site been found or suspected to be contaminated?** ☒ Yes ☐ No

If yes, describe the type of contamination: A Phase I ESA and two iterations of a Phase II ESA have recently been completed at the Site. The primary contaminants found include lead, diesel range organics (DRO) and polynuclear aromatic hydrocarbons (PAHs) in soil, and tetrachloroethylene (PCE) and other non-petroleum volatile organic compounds (VOCs) in soil

vapor (the Identified Release). The site has been entered into the MPCA Voluntary Brownfields Program (VBP) and the developer has also received a No Association Determination Letter (see Appendix O). The areas of impacted soil contamination are -----, which are or are not????? Where development activities are planned.

Check all that have been completed:

- ☒ Phase I ESA
- ☒ Phase II ESA
- ☒ Response Action Plan (RAP)
- ☐ MPCA RAP Approval. Expected by March 31st, 2022.
- ☒ Hazardous Material Survey

What are the anticipated remediation costs? \$170,000

37. **Have all the required local/city approvals necessary for this project to proceed been obtained (planning commission, zoning, etc.)?** ☐ Yes ☒ No

If not, what approvals remain and what is the process for obtaining these approvals?

The TIF establishment process has started – with an estimated completion of 60 days.

The site design is scheduled to be reviewed by the City's Design Review Committee on January 25, 2022. This will determine exactly what planning and zoning approvals are required. The applicant will submit all planning and zoning applications in February – with an estimated review/approval process of 60 days once applications are deemed complete.

Building plans will be submitted after all planning and zoning approvals and site design approval have been received.

Include this information in the Project Schedule in Section V.

PROPERTY TAX INFORMATION

38. **What are the current property taxes (as determined by the County or City Assessor) for the site?** \$12,692

Attach the most recent tax property statement for each parcel. See Appendix B

39. **What are the projected property taxes after final development?** \$198,400

How was this figure determined?

The developer worked with the county assessor to determine property tax after development.

JOB CREATION

40. **Project the number of new full time equivalent (FTE) jobs created after redevelopment and final development of the site.** These should include permanent jobs that did not exist in Minnesota prior to development and do not include temporary or construction jobs.

Total New Jobs: 1 full time manager will be hired in June of 2022 to manage the apartments and the storage complex. In 2024, when the storage and apartments are completely full, another full-time assistant manager will be hired. FTEs

New Jobs Table

Position Title	Total # of Full-Time Jobs (FTE)	Total # of Part-Time Jobs	Part-time Hours Per Week	Expected Hiring Date
On-Site Manager	1			June 2022
On-Site Assistant Manager	1			June 2024

JOB RETENTION

41. **Project the number of retained FTE jobs after redevelopment and final development of the site.** These should include permanent jobs that existed either on-site or elsewhere in Minnesota prior to development.

Total Retained Jobs: The site is currently vacant and has no employees, so there are no retained jobs. FTEs

Retained Jobs Table

Position Title	Total # of Full-Time Jobs (FTE)	Total # of Part-Time Jobs	Part-time Hours Per Week	Former Location of Retained Jobs
None				

HOUSING DATA

42. **If the site will be redeveloped for residential use, provide the following data:**

RENTAL:

Total number of units	60
Monthly rental cost per unit	\$933.10
Number of affordable units*	0
Level of affordability	60% AMI
Construction cost per unit	\$168,580.37

OWNER OCCUPIED:

Total number of units	0
Purchase price per unit	\$NA
Number of affordable units/homes*	NA
Level of affordability	NA
Construction cost per unit	\$NA

*for purposes of this program, DEED considers affordable housing to be at or below 60% area median income (AMI)

OTHER PUBLIC BENEFITS

43. **Is this a multi-jurisdictional project (a joint application, joint powers agreement, joint development agreement, etc.)?** ☐ Yes ☒ No

If yes, describe and attach any joint agreements. [Click or tap here to enter text.](#)

Note: Projects with other state agencies and Metropolitan Council do not constitute multi-jurisdictional projects.

44. **Is there a positive environmental impact associated with this project?** ☒ Yes ☐ No

If yes, what is the positive environmental infrastructure associated with this project?

Construction of new buildings will create green spaces that will allow infiltration of precipitation and provide a cap of clean soil. Contaminated soils, asbestos, hazardous materials and lead-based paints will be cleaned up and no longer present an environmental risk. Bike racks will be provided to encourage alternative modes of transportation with a lower environmental impact.

45. **Does the project advance or promote the growth of the green economy as defined in [Minn. Stat. § 116J.437](#)?** ☒ Yes ☐ No

If yes, please describe: The project will assist in achieving greenhouse gas emission reduction goals of section 216H.02, subdivision 1, including through reduction of greenhouse gas emissions, as defined in section 216H.01, subdivision 2 by providing high density residential development near Hiawathaland Transit bus routes red and blue and promotes biking by providing bike racks near the entrance

PROXIMITY TO PUBLIC TRANSIT

46. **Attach a local transit schedule and highlight the lines that serve the project site or nearby area.**
If a regularly scheduled route does not serve the area, please provide information about other forms of transit that serve the community.

Hiawathaland Transit route Blue 2 is located within 1 block and Red 12 is within 3 blocks of the subject site (See Appendix P).

DEVELOPER/END-USER/COMPANY COMMITMENT

47. If there is a developer, complete the following and attach a letter of commitment. See Appendix Q.

Developer	KK&G Properties LLC
Contact Person	Nicole El-Sawaf
Title	President
Phone Number / Email	507-272-6024 / nicole@midwestindoorstorage.com

48. If there is an end-user or third party, such as a business tenant, complete the following and attach a letter(s) of commitment. The developer will continue to own and operate the apartments and the climate-controlled storage building (see Appendix Q).

Third Party/Company Name	KK&G Properties LLC
Contact Person	Nicole El-Sawaf
Title	President
Phone Number / Email	507-272-6024 / nicole@midwestindoorstorage.com

V. PROJECT SCHEDULE

48. Provide a detailed project schedule outlining the individual tasks of the overall project. This includes redevelopment tasks and activities necessary to complete the subsequent development such as, but not limited to, acquisition, demolition, city approval meetings, financing closing dates and approvals, construction activities.

IMPORTANT NOTE: Per [Minn. Stat. § 116J.575, Subd.4](#), if this redevelopment project fails to substantially provide the public benefits (jobs and taxes) listed in this application within five years of the grant award date, the Commissioner may require that 100 percent of the grant amount be repaid to DEED.

Be advised that if awarded, this schedule will be incorporated into your future grant contract, so you should be as accurate and realistic as possible.

Scheduled Tasks

Task	2021												2022												2023												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
Signed Purchase Agreement			X																																		
Phase I and II,Brownfield Program Application				X	X	X	X	X	X																												
Closed on Property Sept 30, 2021									X																												
HPC awards Cert. of Appropriateness for Partial Demolition of Historic Building										X	X																										
Interview Contractors & Bidding / Building Plans											X	X	X	X																							
TIF District Approved & applied for DEED Redevelopment Grant													X	X																							
PUD Approved / Submit for Building Permit														X	X																						
Premier Bank Funds Loan															X	X																					
TIF and DEED Grant Funds Available															X	X																					
Asbestos Abatement / Partial Demolition																X	X	X																			
Soil Cleanup																	X	X																			
Soils, Footing, Foundation																		X	X	X	X																
Framing, HVAC Plumbing																					X	X	X		X	X											
Sheetrock, finish work																											X	X	X								
Painting / landscaping																												X	X								
Punch list & finish work																														X							
Tenants Move In																															X						

Redevelopment Activities Start Date: 4/4/2021

Redevelopment Activities Completion date: 8/30/2023

Construction Completion date: 8/30/2023

- 49. Please list any factors which would change or delay this schedule.** If DEED Redevelopment grant is not awarded, the project could be delayed to reapply for the grant in August 2022. Building materials and supplies have been difficult to find and/or have long lead times due to COVID and the labor shortage, this could stretch out the construction timeline.

DRAFT

VI. PAYMENT INFORMATION

- 50.** Most grant payments take place through electronic funds transfer (EFT). To ensure proper payment, a Vendor Number assigned by Minnesota Management and Budget is required.

Financial Contact Person	Jeanne Day, Finance Director
Phone	507-333-0345
Email	jday@ci.faribault.mn.us
State of Minnesota Vendor Number	
If a Minnesota Vendor Number does not exist, please supply, see below:	
Minnesota Identification Number	
Federal Employer Identification Number	

State Vendor info may be found at: [Supplier Portal](#)

VII. LOCAL GOVERNMENT RESOLUTION

51. Applicants must adopt and submit the following resolution. This resolution must be adopted prior to submission of the application package.

You may choose to reformat it, but all the statements that appear in the below example MUST be included. Resolutions that do not contain all statements will not be accepted.

BE IT RESOLVED that _____ (Applicant) act as the legal sponsor for project(s) contained in the Redevelopment Grant Program to be submitted on _____ (Date), and that _____ (Authorized Official) is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of _____ (Applicant).

BE IT FURTHER RESOLVED that _____ (Applicant) has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the sources and amounts of the local match identified in the application ARE COMMITTED to the project identified.

BE IT FURTHER RESOLVED that if the project identified in the application fails to substantially provide the public benefits listed in the application within five years from the date of the grant award, _____ (Applicant) may be required to repay 100 percent of the awarded grant per Minn. Stat. § 116J.575 Subd. 4;

BE IT FURTHER RESOLVED that _____ (Applicant) has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state, _____ (Applicant) may enter into an agreement with the State of Minnesota for the above referenced project(s), and that _____ (Applicant) certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

NOW, THEREFORE BE IT RESOLVED that _____ (Authorized Official) is hereby

authorized to execute such agreements as are necessary to implement the project(s) on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the _____ (City Council, County Board, etc.)

of _____ (Applicant) on _____ (Date)

SIGNED: _____

Authorized Official: _____

Authorized Official's signature: _____

WITNESSED:

Witness' signature: _____

Title: _____

Date: _____

52. Conflict of Interest Disclosure Form

This form gives applicants and grantees an opportunity to disclose any actual or potential conflicts of interest that may exist when receiving a grant. It is the applicant/grantee's obligation to be familiar with the Office of Grants Management (OGM) [Grants Policy 08-01 Conflict of Interest Policy for State Grant-Making effective date 1/1/21](#) and to disclose any conflicts of interest accordingly.

All grant applicants must complete and sign a conflict of interest disclosure form.

☒ I or my grant organization do NOT have an ACTUAL or POTENTIAL conflict of interest.

If at any time after submission of this form, I or my grant organization discover any conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

☐ I or my grant organization have an ACTUAL or POTENTIAL conflict of interest. (*Please describe below*):

If at any time after submission of this form, I or my grant organization discover any additional conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

Printed name:

Signature:

Organization:

Date:



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: January 25, 2022
SUBJECT: Resolution 2022-019 Finding Parcel is Occupied by Structurally Substandard Buildings

Background:

Late last year, the Farmer Seed building was sold to a new owner. The new owner originally hoped to repurpose the existing building into climate controlled indoor storage. However, through their due diligence and site investigation work (structural review and environmental analysis), it was identified that the condition of four (4) of the seven (7) buildings on the property had sustained significant damage and had structural issues past the point of repair. The condition of the buildings was presented to the City Council, and ultimately the owners applied for and were issued a Certificate of Appropriateness for partial demolition.

In preparation for the potential request for public financing assistance to support the redevelopment of this property, Staff worked with LHB, Inc. to conduct a TIF blight analysis of the Farmer Seed building site (818 4th Street NW, Faribault, MN - PID 18.31.2.26.120) and provide a letter of findings. The purpose of this exercise was to determine if the site would be eligible and meet the criteria for a redevelopment tax increment finance district. If yes - then the City Council could approve a resolution with this finding, and once approved, demolition could take place without eliminating the ability to establish a redevelopment tax increment finance district within a three (3) year window.

The attached Letter of Finding indicates that after inspecting and evaluating the building and applying the current statutory criteria for a redevelopment district, it is the opinion of LHB, Inc. that the building/site qualifies as substandard. The City Council is now asked to consider approving a resolution with these findings, which will allow the partial demolition (as approved by the Certificate of Appropriateness) to occur and will start a three (3) year clock in which time a redevelopment district must be established.

Recommendation:

Approve Resolution 2022-019 Finding Parcel is Occupied by Structurally Substandard Buildings.

Attachments:

1. Resolution 2022-019 Finding Parcel is Occupied by Structurally Substandard Buildings
2. Faribault Farmer Seed and Nursery Co. Redevelopment Letter of Finding 01-13-22

CITY OF FARIBAULT

RESOLUTION #2022-019

FINDING PARCEL IS OCCUPIED BY STRUCTURALLY SUBSTANDARD BUILDINGS

WHEREAS, it has been proposed that the City Council for the City of Faribault, Minnesota (the "City") create a tax increment financing district in an area within the City to be designated a redevelopment district as defined in Minnesota Statutes, section 469.174, subd. 10 (the "TIF District"); and

WHEREAS, in order to create this type of TIF District, the City must determine that before the demolition or removal of any substandard buildings, certain conditions exist; and

WHEREAS, in order to deem a parcel as being occupied by a structurally substandard building, the City must first pass a resolution before the demolition or removal that the parcel was occupied by one or more structurally substandard buildings and that after demolition and clearance the City intended to include the parcel within the proposed tax increment financing district; and

WHEREAS, there exists in the City on the parcel at 818 4th Street NW, Faribault, MN, PID 18.31.2.26.120 (the "Parcel") structurally substandard buildings to be demolished or removed (the "Substandard Building Condition"); and

WHEREAS, a parcel is deemed to be occupied by a structurally substandard building if the parcel was occupied by one or more substandard buildings or met the criteria of Minnesota Statutes, section 469.174, Subd. 10(e) within three years of the filing of the request for certification of the parcel as part of the district with the county auditor, in addition to other requirements as are required by law.

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

1. The Council has received from LHB, Inc. the "TIF ANALYSIS FINDINGS FOR THE FARMER SEED AND NURSERY CO. SITE", dated January 13, 2022 (the "Inspection Report"), finding that, based on an

inspection of the building located on the Parcel, the building was determined to be substandard under the definition set forth in the Minnesota Statutes, Sections 469.174 to 469.1794, as amended (the "TIF Act"). Based on the Inspection Report and other information available to the Council, the Council finds that the buildings on the Parcel are structurally substandard to a degree requiring substantial renovation or clearance and at least 15% of the area of the Parcel identified on Exhibit A attached hereto contains improvements, including a structurally substandard building, and therefore more than 70% of the area of the proposed TIF District is occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures as required by the TIF Act.

2. After the date of approval of this resolution, the building(s) on the Parcel may be demolished or removed by the City, or such demolition or removal may be financed by the City, or may be undertaken by a developer under a development agreement with the City.

3. The City intends to include the Parcel in a redevelopment TIF District, and to file the request for certification of such district with the county auditor within three years after the date of demolition of the buildings on the Parcels.

4. Upon filing the request for certification of a new tax increment financing district, the City will notify the county auditor that the original tax capacity of the Parcel must be adjusted to reflect the greater of (a) the current net tax capacity of the parcel, or (b) the estimated market value of the Parcel for the year in which the building was demolished or removed, but applying class rates for the current year, all in accordance with Minnesota Statutes, Section 469.174, Subd. 10(d).

5. The City may from time to time amend the terms of this Resolution to the extent permitted by law, including without limitation amendment to the payment schedule and the interest rate; provided that the interest rate may not be increased above the maximum specified in Section 469.178. subd. 7 of the TIF Act.

6. City staff and consultants are authorized to take any actions necessary to carry out the intent of this resolution.

[remainder of page intentionally blank]

Date Adopted: January 25, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A





PERFORMANCE
DRIVEN DESIGN.
LHBcorp.com

January 13, 2022

Deanna Kuennen
Community and Economic Development Director
City of Faribault
208 NW 1st Avenue
Faribault, MN 55021

TIF ANALYSIS FINDINGS FOR THE FAMER SEED AND NURSERY CO. SITE

LHB was hired to inspect the Farmer Seed and Nursery co. building at 818 4th Street NW in Faribault, MN, to determine if it meets the definition of “Substandard” as defined by *Minnesota Statutes, Section 469.174, subdivision 10*. The building parcel may potentially be part of a future Redevelopment TIF District, so will need to be compliant with all the statutes pertaining to a Redevelopment District.

The parcel is located at the intersection of 4th Street NW and 8th Avenue NW in Faribault, MN. (see Diagram 1).

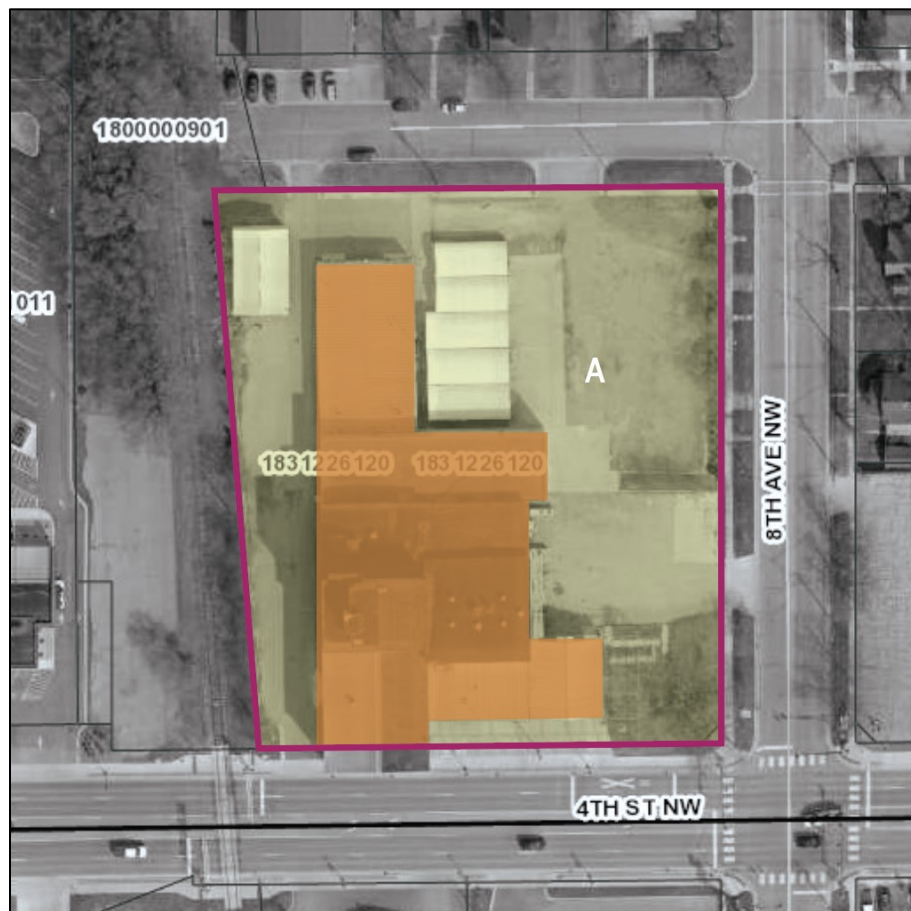


Diagram 1

CONCLUSION

After inspecting and evaluating the building on December 30, 2021 and applying current statutory criteria for a Redevelopment District under *Minnesota Statutes, Section 469.174, Subdivision 10*, it is our professional opinion that the building qualifies as substandard.

The remainder of this letter and attachments describe our process and findings in detail.

MINNESOTA STATUTE 469.174, SUBDIVISION 10 REQUIREMENTS

The property was inspected in accordance with the following requirements under *Minnesota Statutes, Section 469.174, Subdivision 10(c)*, which states:

INTERIOR INSPECTION

"The municipality may not make such determination [that the building is structurally substandard] without an interior inspection of the property..."

EXTERIOR INSPECTION AND OTHER MEANS

"An interior inspection of the property is not required, if the municipality finds that

(1) the municipality or authority is unable to gain access to the property after using its best efforts to obtain permission from the party that owns or controls the property; and

(2) the evidence otherwise supports a reasonable conclusion that the building is structurally substandard."

DOCUMENTATION

"Written documentation of the findings and reasons why an interior inspection was not conducted must be made and retained under section 469.175, subdivision 3, clause (1)."

QUALIFICATION REQUIREMENTS

Minnesota Statutes, Section 469.174, Subdivision 10 (a) (1) requires two tests for occupied parcels:

1. Coverage Test

"...parcels consisting of 70 percent of the area of the district are occupied by buildings, streets, utilities, or paved or gravel parking lots..."

The coverage required by the parcel to be considered occupied is defined under *Minnesota Statutes, Section 469.174, Subdivision 10(e)*, which states:

"For purposes of this subdivision, a parcel is not occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures unless 15 percent of the area of the parcel contains buildings, streets, utilities, paved or gravel parking lots, or other similar structures."

The LHB team reviewed the following parcels:

Parcel Number 18.31.2.26.120 (818 4th Street NW)

- The parcel is approximately 94,208 square feet and is 95 percent covered by buildings, parking lots or other improvements.

Findings

The parcel is covered by buildings, parking lots or other improvements, exceeding the 15 percent parcel requirement.

2. Condition of Buildings Test

Minnesota Statutes, Section 469.174, Subdivision 10(a) states:

"...and more than 50 percent of the buildings, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance;"

Structurally substandard is defined under Minnesota Statutes, Section 469.174, Subdivision 10(b), which states:

"For purposes of this subdivision, 'structurally substandard' shall mean containing defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors, which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance."

We do not count energy code deficiencies toward the thresholds required by *Minnesota Statutes, Section 469.174, Subdivision 10(b)* defined as "structurally substandard", due to concerns expressed by the State of Minnesota Court of Appeals in the *Walser Auto Sales, Inc. vs. City of Richfield* case filed November 13, 2001.

Findings

The Farmer Seed building complex at 818 4th Street NW exceeds the criteria required to be determined a substandard building (see the attached Building Code, Condition Deficiency and Context Analysis Report).

Buildings are not eligible to be considered structurally substandard unless they meet certain additional criteria, as set forth in *Subdivision 10(c)* which states:

"A building is not structurally substandard if it is in compliance with the building code applicable to new buildings or could be modified to satisfy the building code at a cost of less than 15 percent of the cost of constructing a new structure of the same square footage and type on the site. The municipality may find that a building is not disqualified as structurally substandard under the preceding sentence on the basis of reasonably available evidence, such as the size, type, and age of the building, the average cost of plumbing, electrical, or structural repairs, or other similar reliable evidence."

"Items of evidence that support such a conclusion [that the building is not disqualified] include recent fire or police inspections, on-site property tax appraisals or housing inspections, exterior evidence of deterioration, or other similar reliable evidence."

LHB counts energy code deficiencies toward the 15 percent code threshold required by *Minnesota Statutes, Section 469.174, Subdivision 10(c)* for the following reasons:

- The Minnesota energy code is one of ten building code areas highlighted by the Minnesota Department of Labor and Industry website where minimum construction standards are required by law.
- Chapter 13 of the *2015 Minnesota Building Code* states, "Buildings shall be designed and constructed in accordance with the International Energy Conservation Code." Furthermore, *Minnesota Rules, Chapter 1305.0021 Subpart 9* states, "References to the International Energy Conservation Code in this code mean the Minnesota Energy Code..."
- Chapter 11 of the *2015 Minnesota Residential Code* incorporates *Minnesota Rules, Chapters, 1322 and 1323 Minnesota Energy Code*.
- The Senior Building Code Representative for the Construction Codes and Licensing Division of the Minnesota Department of Labor and Industry confirmed that the Minnesota Energy Code is being enforced throughout the State of Minnesota.
- In a January 2002 report to the Minnesota Legislature, the Management Analysis Division of the Minnesota Department of Administration confirmed that the construction cost of new buildings complying with the Minnesota Energy Code is higher than buildings built prior to the enactment of the code.
- Proper TIF analysis requires a comparison between the replacement value of a new building built under current code standards with the repairs that would be necessary to bring the existing building up to current code

standards. For an equal comparison to be made, all applicable code chapters should be applied to both scenarios. Since current construction estimating software automatically applies the construction cost of complying with the Minnesota Energy Code, energy code deficiencies should also be identified in the existing structures.

Findings

The building has code deficiencies exceeding the 15 percent building code deficiency criteria required to be determined substandard (see the attached Building Code, Condition Deficiency and Context Analysis Report).

TEAM CREDENTIALS

MICHAEL A. FISCHER, AIA, LEED AP - PROJECT PRINCIPAL/TIF ANALYST

Michael has 34 years of experience as project principal, project manager, project designer and project architect on planning, urban design, educational, commercial, and governmental projects. He has become an expert on Tax Increment Finance District analysis assisting over 100 cities with strategic planning for TIF Districts. He is an Architectural Principal at LHB and currently leads the Minneapolis office.

Michael completed a two-year Bush Fellowship, studying at MIT and Harvard in 1999, earning master's degrees in City Planning and Real Estate Development from MIT. He has served on more than 50 committees, boards, and community task forces, including City Council President in Superior, Wisconsin, Chair of the Duluth/Superior Metropolitan Planning Organization, and Chair of the Edina, Minnesota Planning Commission. Most recently, he served as a member of the Edina city council and Secretary of the Edina HRA. Michael has also managed and designed several award-winning architectural projects and was one of four architects in the Country to receive the AIA Young Architects Citation in 1997.

PHIL FISHER – INSPECTOR

For 35 years, Phil Fisher worked in the field of Building Operations in Minnesota including White Bear Lake Area Schools. At the University of Minnesota he earned his Bachelor of Science in Industrial Technology. He is a Certified Playground Safety Inspector, Certified Plant Engineer, and is trained in Minnesota Enterprise Real Properties (MERP) Facility Condition Assessment (FCA). His FCA training was recently applied to the Minnesota Department of Natural Resources Facilities Condition Assessment project involving over 2,000 buildings.

ATTACHMENTS

We have attached a Building Code, Condition Deficiency and Context Analysis Report, Replacement Cost Report, Code Deficiency Report, and thumbnail photo sheets of the building.

Please contact me at (612) 752-6920 if you have any questions.

LHB, INC.



MICHAEL A. FISCHER, AIA, LEED AP

c: LHB Project No. 210871

Farmer Seed Redevelopment TIF District

Building Code, Condition Deficiency and Context Analysis Report

Parcel A

Farmer Seed and Nursery Co.

Address:	818 4 th Street NW, Faribault, Minnesota 55021
Parcel ID:	18.31.2.26.120
Inspection Date(s) & Time(s):	December 30, 2021, 11:00 am
Inspection Type:	Interior and Exterior
Summary of Deficiencies:	It is our professional opinion that this building is Substandard because: - Substantial renovation is required to correct Conditions found. - Building Code deficiencies total more than 15% of replacement cost, NOT including energy code deficiencies.
Estimated Replacement Cost:	\$6,563,113
Estimated Cost to Correct Building Code Deficiencies:	\$3,069,073
Percentage of Replacement Cost for Building Code Deficiencies:	46.8%

DEFECTS IN STRUCTURAL ELEMENTS

1. Foundation wall is cracked allowing for water intrusion which is contrary to code.
2. Structural wood members are not properly connected per code.
3. Exterior concrete block is missing/damaged allowing for water intrusion which is contrary to code.
4. Steel lintels should be protected from rusting per code.

COMBINATION OF DEFICIENCIES

1. Essential Utilities and Facilities
 - a. There is no code required accessible parking.
 - b. There is no code compliant accessible route into the building.
 - c. There is no code required accessible route to all levels of the building.
 - d. There is no code required accessible restroom.
 - e. The staff break room is not code compliant for accessibility.
 - f. There is no code required drinking fountain.
2. Light and Ventilation
 - a. The HVAC system does not comply with code.
 - b. The lighting system does not comply with code.
 - c. The electrical system does not comply with code.

3. Fire Protection/Adequate Egress
 - a. Glass doors do not have code required 10-inch kick plates.
 - b. Thresholds do not comply with code.
 - c. Stairs do not comply with code.
 - d. Door hardware does not comply with code.
 - e. The smoke detectors system does not comply with code.
 - f. There is no code required emergency lighting system.
 - g. The emergency notification system does not comply with code.
 - h. The sprinkler system does not comply with code.
 - i. There is no code required fire caulking at through wall and floor penetrations.
 - j. There are no code required fire separation doors.
 - k. Gas meter is not properly protected per code.
 - l. Wood flooring is damaged creating an impediment to emergency egress which is contrary to code.
 - m. Concrete flooring is damaged creating an impediment to emergency egress which is contrary to code.
 - n. Freight elevator does not comply with code.
 - o. Personal man lift does not comply with OSHA code.
4. Layout and Condition of Interior Partitions/Materials
 - a. Interior ceilings should be repaired/repainted.
 - b. Interior walls should be repaired repainted.
5. Exterior Construction
 - a. Exterior wood surfaces should be repaired/repainted.
 - b. Windows are failing allowing for water intrusion which is contrary to code.
 - c. Metal siding is damaged and should be repaired/replaced.
 - d. There is no insulation in the exterior walls.
 - e. Exterior metal doors are rusting and should be repainted.
 - f. Roofing material is failing allowing for water intrusion which is contrary to code.

DESCRIPTION OF CODE DEFICIENCIES

1. Foundation wall is cracked, allowing for water intrusion which is contrary to code.
2. Structural wood members are not properly connected per code.
3. Exterior concrete block and mortar is damaged/missing allowing for water intrusion which is contrary to code.
4. Code required accessible parking should be established.
5. A code required accessible route into the building should be created.
6. A code required accessible route to all levels of the building should be created.
7. A code required accessible restroom should be created.
8. The staff break room should be made accessible to comply with code.
9. A code required drinking fountain should be installed.
10. A code compliant HVAC system should be installed.
11. A code compliant lighting system should be installed.

12. A code compliant electrical wiring system should be installed.
13. Glass doors should have code required 10-inch kick plates installed.
14. Thresholds should be modified to comply with code for maximum height.
15. Stairs should be modified to comply with code.
16. Code compliant door hardware should be installed.
17. Install code compliant smoke detectors.
18. Install code required emergency lighting system.
19. Install a code compliant emergency notification system.
20. Install a code compliant building sprinkler system.
21. Install code required fire caulking at wall and floor penetrations.
22. Install code required fire separation doors.
23. Protect gas meter per code.
24. Repair damaged wood flooring to create a code required unimpeded means for emergency egress.
25. Repair damaged concrete floor to create a code required unimpeded means for emergency egress.
26. Install code compliant freight elevator.
27. Remove non-compliant man lift elevator to comply with OSHA code.
28. Replace failed windows to prevent water intrusion per code.
29. Protect steel lintels from rusting per code.
30. Replace failed roofing material to prevent water intrusion per code.

OVERVIEW OF DEFICIENCIES

This multi-story structure has been vacant for many years. The foundation is cracked allowing for water intrusion which is contrary to code. The wooden super structure appears to be sound, but the wooden joists and rafters are failing in many locations from water damage and should be replaced per code. The building does not comply with ADA code for accessibility. Door hardware is not code compliant. The gas meter is not protected per code. The building does have a smoke detectors system and a sprinkler system but neither comply with code according to the owner's review with local code officials. There is no code required emergency lighting system. The emergency notification system is not code compliant. Stairs do not comply with code. Interior walls and ceilings are damaged and should be repaired/replaced. Wood and concrete floors are damaged creating an impediment to emergency egress which is contrary to code. The lighting system and electrical systems do not comply with code. The HVAC system does not comply with code. There are no code required fire separation doors. The windows have failed allowing for water intrusion which is contrary to code. There is no code required fire caulking in wall and floor penetrations. The roofing system has failed allowing for water intrusion which is contrary to code.

ENERGY CODE DEFICIENCIES

In addition to the building code deficiencies listed above, the existing building does not comply with the current energy code. These deficiencies are not included in the estimated costs to correct code deficiencies and are not considered in determining whether the building is substandard:

M:\21Proj\210871\300 Design\Reports\Building Reports\818 4th Street NW Building Report Redevelopment District.docx

Estimate Name:	818 4th St NW	
Building Type:	Multi Story with Metal Clapboard / Wood Frame	
Location:	FARIBAULT, MN	
Story Count:	4	
Story Height (L.F.):	10.00	
Floor Area (S.F.):	28204	
Labor Type:	STD	
Basement Included:	Yes	
Data Release:	Year 2021 Quarter 4	Costs are derived from a building model with basic components. Scope differences and market conditions can cause costs to vary significantly.
Cost Per Square Foot:	\$232.70	
Building Cost:	\$6,563,113.86	

		Quantity	% of Total	Cost Per S.F.	Cost
A	Substructure		13.32%	\$26.95	\$760,097.74
A1010	Standard Foundations			\$12.09	\$340,985.16
A10101102700	Strip footing, concrete, reinforced, load 11.1 KLF, soil bearing capacity 6 KSF, 12" deep x 24" wide	830		\$1.92	\$54,108.12
A10102107700	Spread footings, 3000 PSI concrete, load 200K, soil bearing capacity 6 KSF, 6' - 0" square x 20" deep	211.91		\$10.17	\$286,877.04
A1030	Slab on Grade			\$2.19	\$61,703.80
A10301202240	Slab on grade, 4" thick, non industrial, reinforced	7051		\$2.19	\$61,703.80
A2010	Basement Excavation			\$1.20	\$33,798.83
A20101104620	Excavate and fill, 10,000 SF, 8' deep, sand, gravel, or common earth, on site storage	7051		\$1.20	\$33,798.83
A2020	Basement Walls			\$11.47	\$323,609.95
A20201107260	Foundation wall, CIP, 12' wall height, pumped, .444 CY/LF, 21.59 PLF, 12" thick	830		\$11.47	\$323,609.95
B	Shell		40.12%	\$81.18	\$2,289,615.61
B1010	Floor Construction			\$52.04	\$1,467,848.39
B10102030860	Cast-in-place concrete column, 12" square, tied, 200K load, 12' story height, 142 lbs/LF, 4000PSI	2542.94		\$10.91	\$307,682.49
B10102103450	Wood column, 8" x 8", 20' x 20' bay, 10' unsupported height, 133 BF/MSF, 160 PSF total allowable load	7051		\$0.20	\$5,718.71
B10102221720	Flat slab, concrete, with drop panels, 6" slab/2.5" panel, 12" column, 15'x15' bay, 75 PSF superimposed load, 153 PSF total load	7051		\$5.85	\$165,071.67
B10102643100	Wood beam and joist floor, 14"x22" girder, 12"x16" beam, 2x10 joists @ 12", 20'x20' bay, 125 PSF LL, 163 PSF total load	21153		\$35.08	\$989,375.52
B1020	Roof Construction			\$2.07	\$58,489.78
B10201023750	Wood roof, flat rafter, 2" x 10", 16" O.C.	7897.12		\$2.07	\$58,489.78
B2010	Exterior Walls			\$14.28	\$402,762.48
B20101484800	Wood siding, 2"x6" studs 16"OC, insulated wall, 8" wide aluminum siding	26560		\$14.28	\$402,762.48
B2020	Exterior Windows			\$7.73	\$218,157.20
B20201023150	Windows, wood, double hung, insulated glass, 3'-0" x 5'-6"	265.6		\$7.73	\$218,157.20
B2030	Exterior Doors			\$2.52	\$71,070.06
B20301108300	Door, aluminum & glass, sliding patio, tempered glass, economy, 12'-0" x 7'-0" opening	5.64		\$1.16	\$32,724.96
B20302102450	Door, birch, solid core, single door, hinged, 2'-8" x 7'-0" opening	14.1		\$1.36	\$38,345.10
B3010	Roof Coverings			\$2.53	\$71,287.70
B30101053800	Roofing, asphalt flood coat, smooth, coated glass fiber base sheet, 4 plies glass fiber (Type IV), mopped, on nailable deck	7897.12		\$1.24	\$35,063.21
B30103200450	Insulation, rigid, roof deck, fiberglass, 3'x4' or 4'x8' sheets, 15/16" thick, R3.70	7897.12		\$0.55	\$15,549.03
B30104300040	Flashing, aluminum, no backing sides, .019"	830		\$0.21	\$5,900.45
B30106100050	Gutters, box, aluminum, .027" thick, 5", enameled finish	830		\$0.34	\$9,590.80
B30106200100	Downspout, aluminum, rectangular, 2" x 3", embossed mill finish, .020" thick	830		\$0.18	\$5,184.21
C	Interiors		6.61%	\$13.38	\$377,463.26
C1010	Partitions			\$2.15	\$60,619.02

C10101241200	Wood partition, 5/8" fire rated gypsum board face, none base, 2 x 4, @ 16" OC framing, same opposite face, 0 insul	9025.28		\$2.15	\$60,619.02
C1020	Interior Doors			\$4.67	\$131,790.52
C10201022500	Door, single leaf, wood frame, 3'-0" x 7'-0" x 1-3/8", birch, solid core	141.02		\$4.67	\$131,790.52
C2010	Stair Construction			\$0.90	\$25,293.80
C20101101150	Stairs, wood, prefab basement type, oak treads, wood rails 3'-0" W, 14 risers	20		\$0.90	\$25,293.80
C3010	Wall Finishes			\$0.74	\$20,763.56
C30102300140	Painting, interior on plaster and drywall, walls & ceilings, roller work, primer & 2 coats	18050.56		\$0.74	\$20,763.56
C3020	Floor Finishes			\$4.30	\$121,143.23
C30204101740	Tile, porcelain type, minimum	5640.8		\$2.83	\$79,948.75
C30204102140	Maple strip, sanded and finished, maximum	2820.4		\$1.46	\$41,194.48
C3030	Ceiling Finishes			\$0.63	\$17,853.13
C30301104800	Gypsum board ceilings, 1/2" fire rated gypsum board, painted and textured finish, 1" x 3" wood, 16" OC furring, wood support	2820.4		\$0.63	\$17,853.13
D	Services		39.95%	\$80.84	\$2,279,878.92
D1010	Elevators and Lifts			\$10.55	\$297,611.99
D10101108600	Hydraulic passenger elevator, 2500 lb., 2 floor, 125 FPM	2.82		\$10.55	\$297,611.99
D2010	Plumbing Fixtures			\$9.72	\$274,076.84
D20101102080	Water closet, vitreous china, bowl only with flush valve, wall hung	28.77		\$3.91	\$110,390.32
D20102102000	Urinal, vitreous china, wall hung	14.38		\$0.87	\$24,655.90
D20103102080	Lavatory w/trim, wall hung, PE on CI, 19" x 17"	28.77		\$2.36	\$66,679.38
D20104404340	Service sink w/trim, PE on CI, wall hung w/rim guard, 24" x 20"	9.59		\$1.73	\$48,866.66
D20108201840	Water cooler, electric, wall hung, 8.2 GPH	9.59		\$0.83	\$23,484.58
D2020	Domestic Water Distribution			\$4.14	\$116,645.93
D20202502180	Gas fired water heater, commercial, 100< F rise, 390 MBH input, 374 GPH	4.79		\$4.14	\$116,645.93
D3010	Energy Supply			\$9.83	\$277,176.95
D30105101800	Apartment building heating system, fin tube radiation, forced hot water, 10,000 SF area, 100,000 CF vol	31024.4		\$9.83	\$277,176.95
D3050	Terminal & Package Units			\$9.22	\$260,092.44
D30501703400	Split system, air cooled condensing unit, medical centers, 10,000 SF, 23.33 ton	31024.4		\$9.22	\$260,092.44
D4010	Sprinklers			\$4.61	\$130,006.48
D40104100600	Wet pipe sprinkler systems, steel, light hazard, 1 floor, 5000 SF	14102		\$2.78	\$78,346.06
D40104100720	Wet pipe sprinkler systems, steel, light hazard, each additional floor, 5000 SF	14102		\$1.83	\$51,660.42
D4020	Standpipes			\$1.45	\$41,029.49
D40203101540	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, 1 floor	2.82		\$1.18	\$33,401.72
D40203101560	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, additional floors	2.82		\$0.27	\$7,627.77
D5010	Electrical Service/Distribution			\$1.81	\$51,046.13
D50101200360	Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 600 A	1		\$0.42	\$11,960.00
D50102300360	Feeder installation 600 V, including RGS conduit and XHHW wire, 600 A	100		\$0.69	\$19,383.35
D50102400240	Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 3 phase, 600 A	1		\$0.70	\$19,702.78
D5020	Lighting and Branch Wiring			\$13.28	\$374,477.79
D50201100680	Receptacles incl plate, box, conduit, wire, 20 per 1000 SF, 2.4 watts per SF	28204		\$5.38	\$151,774.75
D50201300320	Wall switches, 2.5 per 1000 SF	40895.8		\$1.14	\$32,124.06
D50201350200	Miscellaneous power, to .5 watts	28204		\$0.21	\$6,027.20
D50201400280	Central air conditioning power, 4 watts	28204		\$0.88	\$24,680.47
D50201450720	Motor installation, three phase, 200 V, 15 HP motor size	1		\$0.15	\$4,098.95
D50201550600	Motor feeder systems, three phase, feed to 200 V 15 HP, 230 V 15 HP, 460 V 40 HP, 575 V 50 HP	100		\$0.07	\$1,952.82

D50202100500	Fluorescent fixtures recess mounted in ceiling, 0.8 watt per SF, 20 FC, 5 fixtures @32 watt per 1000 SF	42306		\$5.45	\$153,819.54
D5030	Communications and Security			\$16.23	\$457,714.88
D50303101020	Telephone wiring for offices & laboratories, 8 jacks/MSF	21153		\$2.18	\$61,469.56
D50309100452	Communication and alarm systems, fire detection, addressable, 25 detectors, includes outlets, boxes, conduit and wire	4.94		\$4.65	\$131,081.33
D50309100462	Fire alarm command center, addressable with voice, excl. wire & conduit	1		\$0.54	\$15,208.53
D50309100560	Communication and alarm systems, includes outlets, boxes, conduit and wire, intercom systems, 25 stations	3.38		\$5.59	\$157,689.69
D50309100960	Communication and alarm systems, includes outlets, boxes, conduit and wire, master TV antenna systems, 12 outlets	1.3		\$0.95	\$26,827.91
D50309200110	Internet wiring, 8 data/voice outlets per 1000 S.F.	21.15		\$2.32	\$65,437.86
E	Equipment & Furnishings		0.00%	\$0.00	\$0.00
E1090	Other Equipment			\$0.00	\$0.00
F	Special Construction		0.00%	\$0.00	\$0.00
G	Building Sitework		0.00%	\$0.00	\$0.00
SubTotal			100%	\$202.35	\$5,707,055.53
Contractor Fees (General Conditions,Overhead,Profit)			15.0 %	\$30.35	\$856,058.33
Architectural Fees			0.0 %	\$0.00	\$0.00
User Fees			0.0 %	\$0.00	\$0.00
Total Building Cost				\$232.70	\$6,563,113.86

FARMER SEED REDEVELOPMENT TIF DISTRICT

Code Deficiency Cost Report

Parcel A - 818 4th Street NW, Faribault, Minnesota 55021

Parcel ID 18.31.2.26.120

Building Name or Type

Farmer Seed and Nursery

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
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Accessibility Items

Parking

Create code required accessible parking	\$ 100.00	EA	1	\$ 100.00
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Accessible Route

Create a code required accessible route into the building	\$ 2,500.00	Lump	1	\$ 2,500.00
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Create a code required accessible route to all levels	\$ 10.55	SF	28,204	\$ 297,552.20
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Restroom

Create a code required accessible restroom	\$ 7.14	SF	28,204	\$ 201,376.56
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Staff Break Room

Modify staff break room to comply with accessibility code	\$ 1,000.00	Lump	1	\$ 1,000.00
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Drinking Fountain

Install code required drinking fountain	\$ 0.83	SF	28,204	\$ 23,409.32
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Structural Elements

Foundation

Repair cracked foundation wall to prevent water intrusion per code	\$ 15,000.00	Lump	1	\$ 15,000.00
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Exterior Walls

Replace/repair damaged/missing concrete block to prevent water intrusion per code	\$ 7,500.00	Lump	1	\$ 7,500.00
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Structural Wood Members

Properly attach wood members per code	\$ 2.00	SF	28,204	\$ 56,408.00
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Steel Lintels

Protect steel lintels from rusting per code	\$ 500.00	Lump	1	\$ 500.00
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Exiting

Glass Doors

Install code required 10-inch kick plates on glass doors	\$ 100.00	EA	4	\$ 400.00
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Thresholds

Modify thresholds to comply with code for maximum height	\$ 5,000.00	Lump	1	\$ 5,000.00
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Stairs

Install code compliant stairs	\$ 0.90	SF	28,204	\$ 25,383.60
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Door Hardware

Install code compliant door hardware	\$ 250.00	EA	20	\$ 5,000.00
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Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
	Flooring				
	Repair damaged wood flooring to comply with code for an unimpeded means for emergency egress	\$ 35.08	SF	14,102	\$ 494,698.16
	Repair damaged concrete flooring to comply with code for an unimpeded means for emergency egress	\$ 5.00	SF	5,000	\$ 25,000.00
	Fire Protection				
	Smoke Detectors				
	Install code compliant smoke detectors	\$ 4.65	SF	28,204	\$ 131,148.60
	Emergency Lighting System				
	Install code required emergency lighting system	\$ 2.00	SF	28,204	\$ 56,408.00
	Emergency Notification System				
	Install code compliant emergency notification system	\$ 5.59	SF	28,204	\$ 157,660.36
	Building Sprinkler System				
	Install code compliant building sprinkler system	\$ 6.06	SF	28,204	\$ 170,916.24
	Fire Caulking				
	Install code required fire caulking at through wall and floor penetrations	\$ 0.25	SF	28,204	\$ 7,051.00
	Fire Separation Doors				
	Install code required fire separation doors	\$ 25,000.00	Lump	1	\$ 25,000.00
	Natural Gas Meter				
	Protect natural gas meter per code	\$ 500.00	Lump	1	\$ 500.00
	Exterior Construction				
	Windows				
	Replace failed windows to prevent water intrusion per code	\$ 7.73	SF	28,204	\$ 218,016.92
	Roof Construction				
	Roofing Material				
	Remove failed roofing material	\$ 1.00	SF	28,204	\$ 28,204.00
	Install roofing material to prevent water intrusion per code	\$ 1.24	SF	28,204	\$ 34,972.96
	Mechanical- Electrical				
	Mechanical				
	Install code compliant HVAC system	\$ 19.05	SF	28,204	\$ 537,286.20
	Install code compliant freight elevator	\$ 5.55	SF	28,204	\$ 156,532.20
	Remove non-compliant man lift elevator per OSHA code	\$ 10,000.00	Lump	1	\$ 10,000.00
	Electrical				
	Install code compliant electrical wiring system	\$ 7.83	SF	28,204	\$ 220,837.32
	Install code compliant electrical lighting system	\$ 5.45	SF	28,204	\$ 153,711.80
Total Code Improvements \$					3,069,073

Farmer Seed TIF District - 818 4th Street NW - Parcel A



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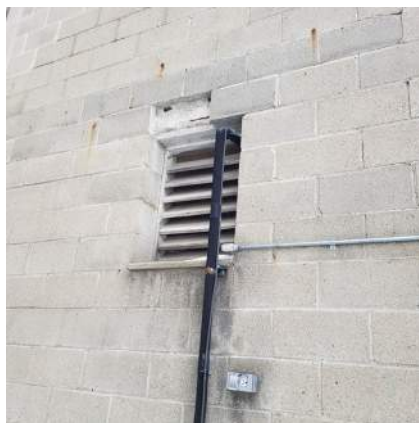
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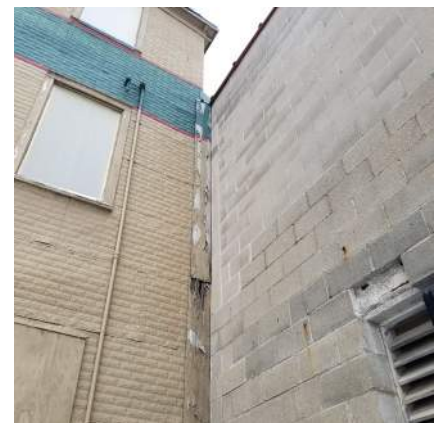
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Farmer Seed TIF District - 818 4th Street NW - Parcel A



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Farmer Seed TIF District - 818 4th Street NW - Parcel A



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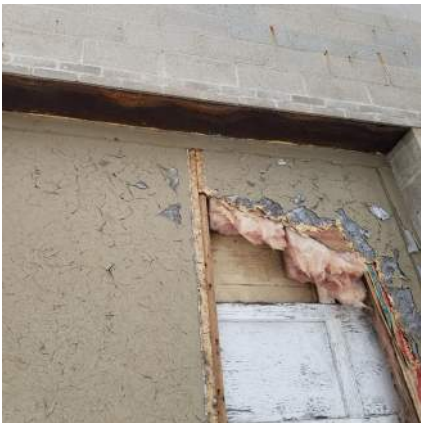
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Farmer Seed TIF District - 818 4th Street NW - Parcel A



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Farmer Seed TIF District - 818 4th Street NW - Parcel A



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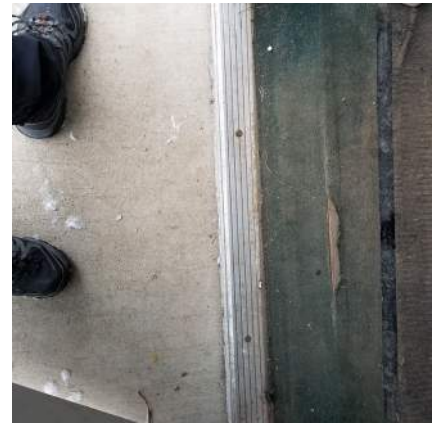
Farmer Seed TIF District - 818 4th Street NW - Parcel A



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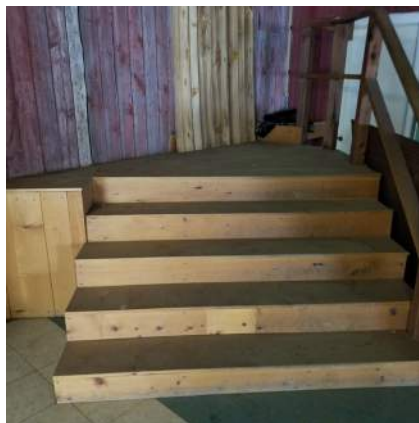
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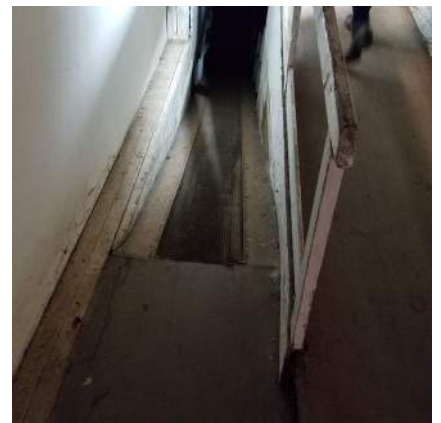
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Farmer Seed TIF District - 818 4th Street NW - Parcel A



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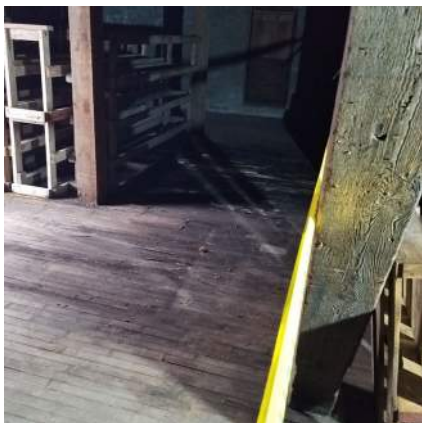
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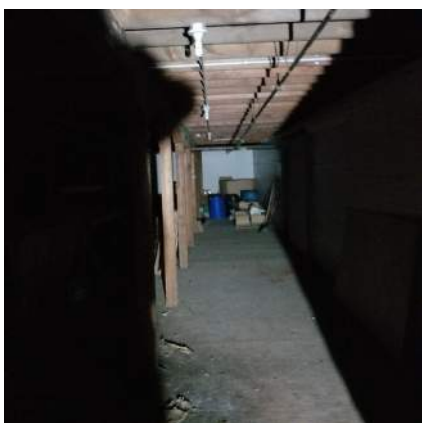
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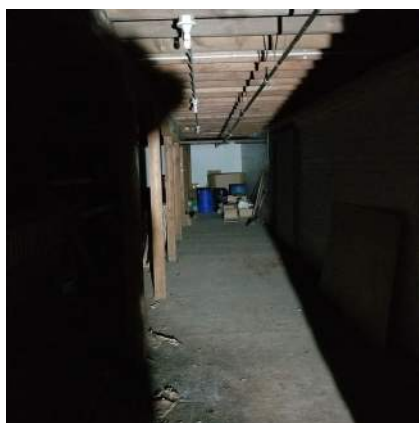
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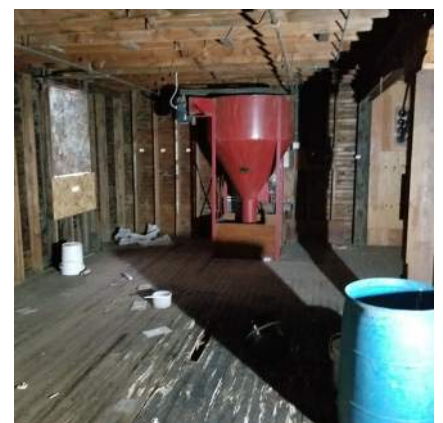
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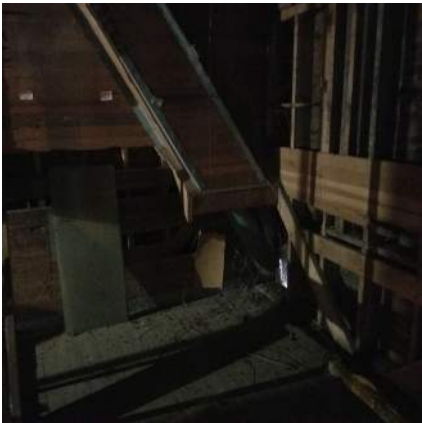


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Farmer Seed TIF District - 818 4th Street NW - Parcel A



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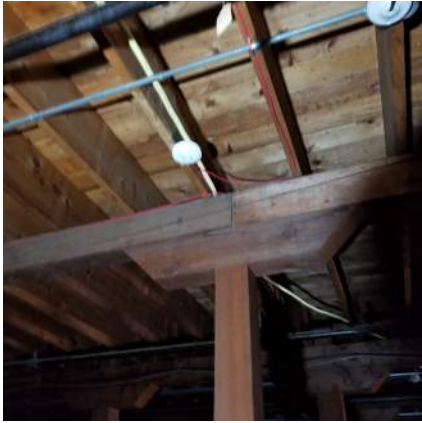
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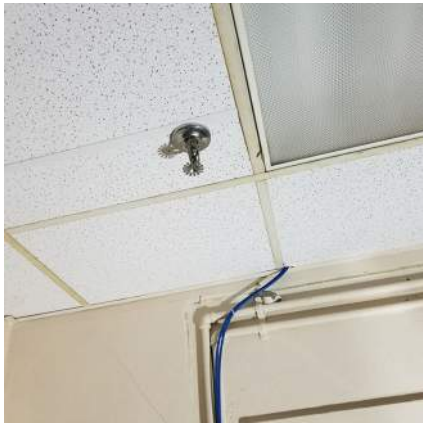
Farmer Seed TIF District - 818 4th Street NW - Parcel A



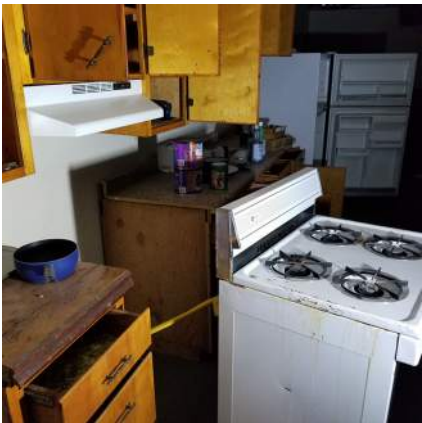
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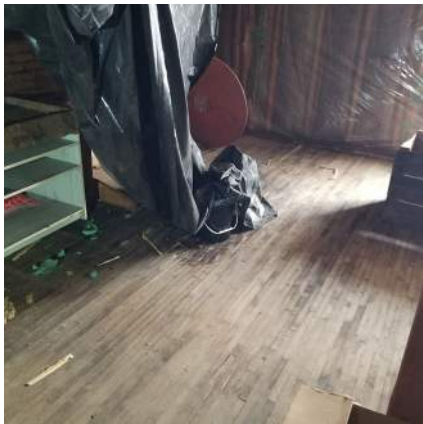
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Farmer Seed TIF District - 818 4th Street NW - Parcel A



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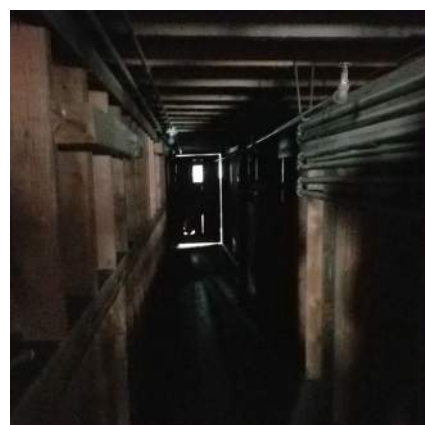
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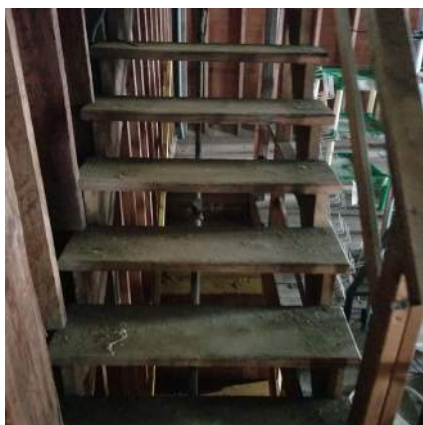
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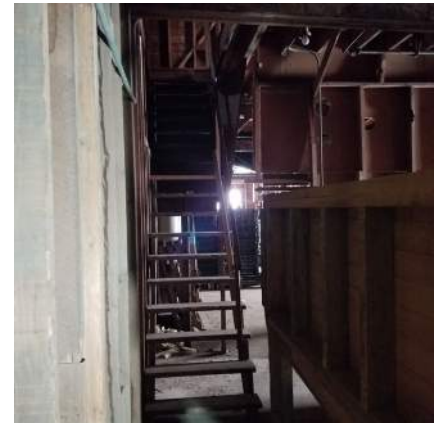
Farmer Seed TIF District - 818 4th Street NW - Parcel A



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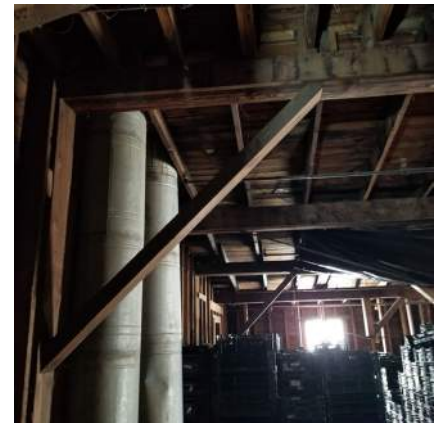
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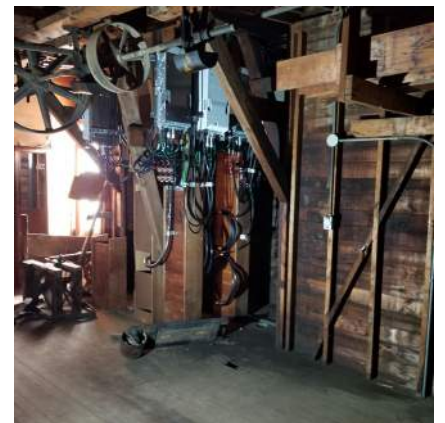
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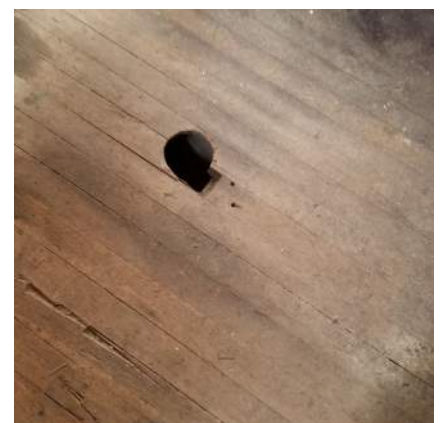
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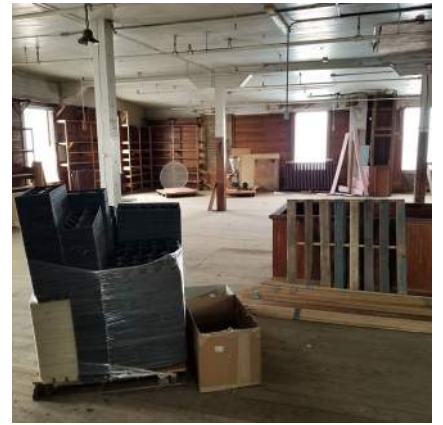
Farmer Seed TIF District - 818 4th Street NW - Parcel A



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Farmer Seed TIF District - 818 4th Street NW - Parcel A



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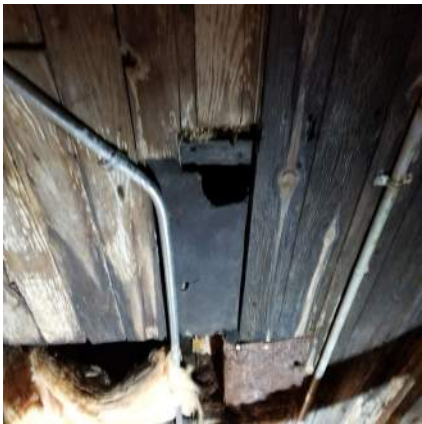
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Farmer Seed TIF District - 818 4th Street NW - Parcel A



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Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: January 25, 2022
SUBJECT: Ordinance 2022-1 Amend the Specific Development Standards for Residential Care Facilities Outlined in Chapter 7, Sec. 7-30 of the City's Unified Development Ordinance - Second Reading

Background:

On January 11, 2022, the City Council approved the first reading of Ordinance 2022-1, which amends the specific development standards for residential care facilities outlined in Chapter 7, Sec. 7-30 of the City's Unified Development Ordinance. More specifically, the proposed ordinance amendment aligns the City's separation requirement for residential care facilities with the separation requirements outlined in state statutes.

For clarification purposes - the City could require a greater separation between residential care facilities than what the state requires for its purposes. However, aligning the City's ordinances with state statutes gives the City Council the flexibility to approve or deny a conditional use permit for a residential care facility that does not meet separation requirements. A conditional use permit is currently required (and will still be required) for residential care facilities over six (6) units.

The proposed amendment eliminates the extra step to approve or deny a variance for a residential care facility that does not meet separation requirements from other residential care facilities and child care facilities, in addition to the conditional use permit. The amendment simplifies the approval process while still providing the City Council with the authority to consider whether to approve or deny a request related to the location of a proposed residential care facility. Since the first reading of the ordinance, Staff has not received any comments from the public, nor has Staff made any changes to the ordinance.

Recommendation:

Approve the second reading of Ordinance 2022-1, Amend the Specific Development Standards for Residential Care Facilities Outlined in Chapter 7, Sec. 7-30 of the City's Unified Development Ordinance.

Attachments:

1. Ordinance 2022-1 Amend the Specific Development Standards for Residential Care Facilities

**CITY OF FARIBAULT
ORDINANCE No. 2022-1**

**AMEND THE SPECIFIC DEVELOPMENT STANDARDS FOR RESIDENTIAL
CARE FACILITIES OUTLINED IN CHAPTER 7, SEC. 7-30 OF THE CITY'S
UNIFIED DEVELOPMENT ORDINANCE**

WHEREAS, based on the recommendation of the City Planner, the Faribault Planning Commission initiated a zoning text amendment to ensure that the separation requirement for residential care facilities as outlined in Chapter 7, Sec. 7-30 of the City's Unified Development Ordinance is consistent with state statutes; and

WHEREAS, the Planning Commission, on January 3, 2022, following proper notice, held a public hearing regarding the proposed zoning text amendment; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council amend the specific development standards for residential care facilities outlined in Chapter 7, Sec. 7-30, of the City's Unified Development Ordinance based on the following written findings of the Planning Commission outlined in Section 2-180 of the City's Unified Development Ordinance as follows:

1. Criteria: Whether the amendment is consistent with the applicable policies of the City's Land Use Plan.

Finding: The City's Land Use Plan guides land use in the city to be consistent with the City's vision. The proposed zoning text amendment promotes the City's vision and values without adversely affecting existing neighborhoods.

2. Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.

Finding: It is in the public interest to ensure consistency between the City's Unified Development Ordinance and state statutes as it relates to the required separation between residential care facilities. The proposed amendment allows the City Council to approve less than 1,320 feet between residential care facilities with the issuance of a conditional use permit.

3. Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning

classification, where the amendment is to change the zoning classification of a particular property.

Finding: The proposed text amendment does not change the zoning classification of property in the city. Therefore, this required finding does not apply to the proposed text amendment.

- 4. Criteria: Whether there are reasonable uses of the property in question permitted under the existing zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The proposed text amendment does not change the zoning classification of property in the city. Therefore, this required finding does not apply to the proposed text amendment.

- 5. Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The proposed text amendment does not change the zoning classification of property in the city. Therefore, this required finding does not apply to the proposed text amendment.

WHEREAS, the City Council held a public meeting on January 11, 2022, to consider approval of the first reading of Ordinance 2022-x; and

WHEREAS, the City Council also held a public meeting on January 25, 2022 to consider approval of the second reading of Ordinance 2022-x; and

WHEREAS, based on the City Staff report, the results of the public hearing, and the written findings and recommendation of the Planning Commission, the City Council of the City of Faribault concurs with the written findings of the Planning Commission as stated in the above recitals and hereby makes the identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Findings and Incorporation of Recitals and Exhibits. The recitals set forth in this ordinance are incorporated into and made part of this ordinance and, where applicable, constitute the written findings of the City Council of the City of Faribault.

Section 2: Text Amendment. The City Council of the City of Faribault has hereby determined that Chapter 7, Sec. 7-30 of the City's Unified Development Ordinance related to community residential care facilities be amended by the addition of the underlined language and removal of the ~~stricken-language~~ as follows:

Residential care facility serving more than six persons.

- (1) On-site services shall be for residents of the facility only.
- (2) The facility shall not be located in a two-family or multifamily dwelling unless it occupies the entire structure.
- (3) The minimum lot area required for a residential care facility shall be determined as follows:
 - a. Residential districts. The facility shall have a minimum lot size equal to the minimum lot area for a single-family residence in the specific zoning district, plus three hundred (300) square feet for each resident over the first six (6). To meet this requirement, the number of allowed residents may be limited.
 - b. Commercial districts. The facility shall have a minimum lot size equal to the minimum lot area for the specific zoning district, plus three hundred (300) square feet for each resident over the first six (6). To meet this requirement, the number of allowed residents may be limited.
- (4) ~~A minimum separation distance of one thousand three hundred twenty (1,320) feet shall be provided between residential care facilities serving more than six (6) residents, home day care or child care facilities serving thirteen (13) or more, and correctional residential care facilities, regardless of the licensing status of such facilities. This requirement shall not apply to residential care facilities located in R-4, High Density Residential Districts. A minimum separation distance of one thousand three hundred twenty (1,320) feet shall be provided between residential care facilities serving more than six (6) residents unless one or more of the following conditions apply:~~

- a. The city council grants the residential care facility a conditional use permit;
 - b. The residential care facility is in the R-4, High-Density Residential zoning district;
 - c. The residential care facility is in a hospital licensed by the state; or
 - d. The residential care facility is a foster care or a community residential setting as defined by state statutes.
- (5) To the extent practical, all new construction or additions to existing buildings shall be compatible with the scale and character of the surroundings, and exterior building materials shall be harmonious with other buildings in the neighborhood.
- (6) An appropriate transition area between the residential care facility use and adjacent property shall be provided by landscaping, screening, and other site improvements consistent with the character of the neighborhood.
- (7) If the size, location, licensing, or purpose of a facility with a conditional use permit changes, a new conditional use permit shall be required.
- (8) All necessary permits and/or licenses shall be obtained from the Department of ~~Public Welfare~~ Human Services or any other pertinent state agencies.

Section 3: Effective Date. This ordinance shall be effective immediately upon its passage and publication according to the Faribault City Charter.

Public Hearing: January 3, 2022

First Reading: January 11, 2022

Second Reading: January 25, 2022

Published: February 1, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic
Development Director
MEETING DATE: January 25, 2022
SUBJECT: Approve Summary Publication

Background:

Ordinance 2022-1 will take effect on the date of its publication in the official newspaper of the City of Faribault. In lieu of publishing the full ordinance, the Faribault City Charter allows the City Council, with a five-sevenths vote, to approve a summary publication of the ordinance that informs the public of the intent and effect of the ordinance. Refer to the attached summary of Ordinance 2022-1.

Recommendation:

Approve summary publication of Ordinance 2022-1.

Attachments:

1. Ordinance 2022-1 Summary Publication

Summary Publication

CITY OF FARIBAULT ORDINANCE No. 2022-1

AMEND THE SPECIFIC DEVELOPMENT STANDARDS OF RESIDENTIAL CARE FACILITIES OUTLINED IN CHAPTER 7, SEC. 7-30 OF THE CITY'S UNIFIED DEVELOPMENT ORDINANCE

On January 25, 2022, the Faribault City Council approved Ordinance 2022-1, which amends the specific development standards for residential care facilities outlined in Chapter 7, Sec. 7-30 of the City's Unified Development Ordinance. More specifically, the amendment requires a minimum separation distance of one thousand three hundred twenty (1,320) feet between residential care facilities serving more than six (6) residents unless one or more of the following conditions apply:

1. The City Council grants the residential care facility a conditional use permit;
2. The residential care facility is in the R-4, High-Density Residential zoning district;
3. The residential care facility in a hospital licensed by the state; or
4. The residential care facility is a foster care or a community residential setting as defined by state statutes.

Before the approval of this ordinance amendment, Chapter 7, Sec. 7-30 of the City's Unified Development Ordinance required a minimum separation of one thousand three hundred twenty (1,320) feet between residential care facilities serving more than six (6) residents, home day care or child care facilities serving 13 or more, and correctional residential care facilities, regardless of the licensing of such facilities. A complete copy of the ordinance is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

Public Hearing:	January 3, 2022
First Reading:	January 11, 2022
Second Reading:	January 25, 2022
Publication:	February 1, 2022



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: January 25, 2022
SUBJECT: Ordinance 2022-2 Amend Table 11-1 of the City's Unified Development Ordinance Related to Residential Care Facilities in Commercial Zoning Districts - Second Reading

Background:

On January 11, 2022, the City Council approved the first reading of Ordinance 2022-2, which amends Table 11-1 of the City's Unified Development Ordinance related to residential care facilities in the C-2 and C-3 zoning districts. Table 11-1 currently does not allow residential care facilities serving more than 32 persons in the C-2 and C-3 districts. However, Ordinance 2022-2 amends Table 11-1 to allow residential care facilities serving seventeen (17) or more persons in the C-2 and C-3 zoning districts with the approval of a conditional use permit.

Since the first reading of Ordinance 2022-2, Staff has not received any comments from the public, nor has Staff made any changes to the ordinance.

Recommendation:

Approve the second reading of Ordinance 2022-2, Amend Table 11-1 of the City's Unified Development Ordinance related to Residential Care Facilities in Commercial Zoning Districts.

Attachments:

1. Ordinance 2022-2 Amend Table 11-1 of the UDO related to Residential Care Facilities

**CITY OF FARIBAULT
ORDINANCE No. 2022-2**

**AMEND TABLE 11-1 OF THE CITY'S UNIFIED DEVELOPMENT
ORDINANCE RELATED TO RESIDENTIAL CARE FACILITIES IN
COMMERCIAL ZONING DISTRICTS**

WHEREAS, based on the recommendation of the City Planner, the Faribault Planning Commission initiated a zoning text amendment to allow residential care facilities serving more than 32 persons to occur in the C-2, Highway Commercial and the C-3, Community Commercial zoning districts with the approval of a conditional use permit; and

WHEREAS, state statutes do not limit the number of persons served by a residential care facility; and

WHEREAS, the Planning Commission, on January 3, 2022, following proper notice, held a public hearing regarding the proposed zoning text amendment; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council amend the specific development standards for residential care facilities outlined in Chapter 7, Sec. 7-30, of the City's Unified Development Ordinance based on the following written findings of the Planning Commission outlined in Section 2-180 of the City's Unified Development Ordinance as follows:

1. Criteria: Whether the amendment is consistent with the applicable policies of the City's Land Use Plan.

Finding: The City's Land Use Plan allows residential uses in commercial districts. The proposed amendment does not conflict with the Land Use Plan.

2. Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.

Finding: It is in the public interest to allow residential care facilities in the C-2 and C-3 zoning districts to serve more than 32 persons with the issuance of a conditional use permit. The C-2 and C-3 zoning districts do not limit the number of residents in multi-family developments. Therefore, residential care facilities should not be treated different than multi-family developments in commercial districts.

3. Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning

classification, where the amendment is to change the zoning classification of a particular property.

Finding: The proposed text amendment does not change the zoning classification of property in the city. Therefore, this required finding does not apply to the proposed text amendment.

- 4. Criteria: Whether there are reasonable uses of the property in question permitted under the existing zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The proposed text amendment does not change the zoning classification of property in the city. Therefore, this required finding does not apply to the proposed text amendment.

- 5. Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The proposed text amendment does not change the zoning classification of property in the city. Therefore, this required finding does not apply to the proposed text amendment.

WHEREAS, the City Council held a public meeting on January 11, 2022, to consider approval of the first reading of Ordinance 2022-2; and

WHEREAS, the City Council also held a public meeting on January 25, 2022 to consider approval of the second reading of Ordinance 2022-2; and

WHEREAS, based on the City Staff report, the results of the public hearing, and the written findings and recommendation of the Planning Commission, the City Council of the City of Faribault concurs with the written findings of the Planning Commission as stated in the above recitals and hereby makes the identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Findings and Incorporation of Recitals and Exhibits. The recitals set forth in this ordinance and the exhibits attached hereto are incorporated into and made part of this ordinance and, where applicable, constitute the written findings of the City Council of the City of Faribault.

Section 2: Text Amendment. The City Council of the City of Faribault has hereby determined that the residential uses listed Table 11-1 of the City's Unified Development Ordinance related to community residential care facilities be amended by the addition of the underlined language and removal of the stricken-language as follows:

Table 11-1. Principal uses in commercial districts.

Use	District					Development Standards
	C-1	C-2	C-3	CBD	SH	
Residential uses						
Dwellings						
Dwelling unit as part of mixed-use structure	-	-	-	P	C	X
Multiple-family dwelling	C	C	C	C	-	
Dwelling in conjunction with business	C	C	C	C	C	X
Congregate living						
Residential care facility, serving six or fewer persons	C	C	C	C	C	
Residential care facility, serving seven to sixteen persons	C	C	C	C	C	X
Residential care facility, serving seventeen to thirty-two <u>or more</u> persons	-	C	C	-	X <u>C</u>	<u>X</u>
Nursing home, senior housing facility	C	C	C	C	X <u>C</u>	<u>X</u>

Section 3: Effective Date. This ordinance shall be effective immediately upon its passage and publication according to the Faribault City Charter.

Public Hearing: January 3, 2022
First Reading: January 11, 2022
Second Reading: January 25, 2022
Published: February 1, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic
Development Director
MEETING DATE: January 25, 2022
SUBJECT: Approve Summary Publication

Background:

Ordinance 2022-2 will take effect on the date of its publication in the official newspaper of the City of Faribault. In lieu of publishing the full ordinance, the Faribault City Charter allows the City Council, with a five-sevenths vote, to approve a summary publication of the ordinance that informs the public of the intent and effect of the ordinance. Refer to the attached summary publication of Ordinance 2022-2.

Recommendation:

Approve summary publication of Ordinance 2022-2.

Attachments:

1. Ordinance 2022-2 Summary Publication

Summary Publication

CITY OF FARIBAULT ORDINANCE No. 2022-2

AMEND TABLE 11-1 OF THE CITY'S UNIFIED DEVELOPMENT ORDINANCE RELATED TO RESIDENTIAL CARE FACILITIES IN COMMERCIAL ZONING DISTRICTS

On January 25, 2022, the Faribault City Council approved Ordinance 2022-2, which amends Table 11-1 of the City's Unified Development Ordinance related to residential care facilities in commercial zoning districts. More specifically, the amendment allows residential care facilities serving seventeen (17) or more persons in the C-2 and C-3 zoning districts with the approval of a conditional use permit. Before the approval of this ordinance amendment, Table 11-1 limited residential care facilities in the C-2 and C-3 zoning districts to a maximum of 32 persons. A complete copy of the ordinance is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

Public Hearing:	January 3, 2022
First Reading:	January 11, 2022
Second Reading:	January 25, 2022
Publication:	February 1, 2022



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: January 25, 2022
SUBJECT: Ordinance 2022-3 Approve a Zoning Text Amendment to Create a Public / Institutional Zoning District - Second Reading

Background:

On January 11, 2022, the City Council approved the first reading of Ordinance 2022-3, which approves a zoning text amendment to create a public/institutional zoning district for medium to large-scale public/institutional uses such as educational facilities, hospitals, and government facilities. Since the first reading of the ordinance, Staff has not received any comments from the public, nor has Staff made any changes to the ordinance.

The Planning Commission is preparing recommendations to update the City's zoning map to be consistent with the City's adopted land use plan. Over the coming year, Staff will request that the City Council rezone the institutional properties shown on the land use plan to public/institutional.

Recommendation:

Approve the second reading of Ordinance 2022-3, Approve a Zoning Text Amendment to Create a Public/Institutional Zoning District.

Attachments:

1. Ordinance 2022-3 Approve a Zoning Text Amendment to Create a Public-Institutional Zoning District

**CITY OF FARIBAULT
ORDINANCE No. 2022-3**

**APPROVE A ZONING TEXT AMENDMENT TO CREATE A
PUBLIC/INSTITUTIONAL ZONING DISTRICT**

WHEREAS, the City of Faribault Planning Commission initiated a zoning text amendment to create a public/institutional zoning district in the city; and

WHEREAS, the Planning Commission, on January 3, 2022, following proper notice, held a public hearing regarding the proposed zoning text amendment; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve a zoning text amendment that creates a public/institutional zoning district based on the following written findings of the Planning Commission outlined in Section 2-180 of the City's Unified Development Ordinance as follows:

1. **Criteria: Whether the amendment is consistent with the applicable policies of the City's Land Use Plan.**

Finding: The Land Use Plan identifies areas for public/institutional uses. The proposed zoning text amendment is consistent with the Land Use Plan.

2. **Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.**

Finding: The proposed zoning text amendment is not intended to benefit only one property owner. It will be effective citywide and benefit many different property owners and agencies.

3. **Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The proposed text amendment does not change the zoning classification of property in the city. Therefore, this required finding does not apply to the proposed text amendment.

4. **Criteria: Whether there are reasonable uses of the property in question permitted under the existing zoning classification,**

where the amendment is to change the zoning classification of a particular property.

Finding: The proposed text amendment does not change the zoning classification of property in the city. Therefore, this required finding does not apply to the proposed text amendment.

5. **Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The proposed text amendment does not change the zoning classification of property in the city. Therefore, this required finding does not apply to the proposed text amendment.

WHEREAS, the City Council held a public meeting on January 11, 2022, to consider approval of the first reading of Ordinance 2022-3; and

WHEREAS, the City Council also held a public meeting on January 25, 2022 to consider approval of the second reading of Ordinance 2022-3; and

WHEREAS, based on the City Staff report, the results of the public hearing, and the written findings and recommendation of the Planning Commission, the City Council of the City of Faribault concurs with the written findings of the Planning Commission as stated in the above recitals and hereby makes the identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Findings and Incorporation of Recitals and Exhibits. The recitals set forth in this ordinance are incorporated into and made part of this ordinance and, where applicable, constitute the written findings of the City Council of the City of Faribault.

Section 2: Text Amendment. The City Council of the City of Faribault has hereby determined that Chapter 13, Article 5 of the City's Unified Development Ordinance related to special zoning districts be repealed in its entirety and replaced with the following language:

CHAPTER 13. OVERLAY AND SPECIAL DISTRICTS

ARTICLE 5. SPECIAL DISTRICTS

Sec. 13-500. Overarching purpose of the special districts.

The special districts are established to provide locations for land uses that that are not predominantly residential, commercial, or industrial uses. Such uses include, but are not limited to, public, institutional, parks, open space, agricultural, and airport uses.

Sec. 13-510. Establishment and intent of the special districts.

The establishment and the intent of the special districts are as follows:

O, Open Space/Agricultural District. The intent of the open space/agricultural district is to accommodate open space, parks, outdoor recreation, agriculture, and agricultural business uses within the city. The district may also accommodate airport, public services, and utility uses.

TUD, Transitional Urban Development District. The intent of the transitional urban development district is to serve as a holding zone for lands where future urban expansion is possible but not yet appropriate due to the unavailability of urban facilities and services.

P/I, Public/Institutional District. The intent of the public/institutional district is to accommodate a variety of large-scale public, semi-public, and institutional uses in the city. Such uses include, but are not limited to, government buildings, schools, religious institutions, cemeteries, and hospitals. Other zoning districts may accommodate small-scale public/institutional uses.

Sec. 13-520. Principal uses for the special districts.

- (A) *In general.* All permitted and conditional uses allowed in the district are listed in Table 13-2.
- (B) *Permitted uses.* Uses specified with a "P" are permitted in the district where designated, provided that the use complies with all other applicable provisions of this ordinance. Persons wishing to establish a permitted use, excluding single family residential uses, shall obtain a zoning certificate for such use as specified in Sections 2-190 through 2-250.

- (C) *Conditional uses.* Uses specified with a "C" are allowed as a conditional use in the district where designated, provided that the use complies with all other applicable provisions of this ordinance. Persons wishing to establish or expand a conditional use shall obtain a conditional use permit for such use as specified in Sections 2-260 through 2-340.
- (D) *Prohibited uses.* Any use not listed as either "P" (permitted) or "C" (conditional) in a particular district or any use not determined by the City Planner to be substantially similar to a use listed as permitted or conditional shall be prohibited in that district. Such determination shall be made in the manner provided for in Section 2-50 governing determination of substantially similar uses.
- (E) *Specific development standards.* Permitted and conditional uses specified with an "X" under the Specific Development Standards column shall be subject to the standards identified in Chapter 7, Specific Development Standards.

Table 13-2. Principal uses in the special districts.

Use	O	TUD	P/I	Shoreland District	Development Standards
Residential Uses					
Single-family dwelling, farm-related	P	C	-	P	
Single-family dwelling, not farm-related	-	C	-*	C	X
Dormitories, multi-unit housing, nursing homes, and hospice facilities	-	-	P	C	X
Agricultural Uses					
Agricultural produce sales	P	C	-	C	X
Farms, not including commercial feedlots	P	P	-	P	
Nurseries and tree farms	P	P	-	P	
Wildlife and game refuges	P	P	-	P	
Institutional and Public Uses					
Social, Cultural, Charitable, and Recreational Facilities					

Athletic field, rinks or courts	C	C	P	C	X
Cemetery	C	C	P	C	X
Fairgrounds**	C	C	P	C	
Golf course	C	C	P	C	X
Public and private park, playground	P	P	P	P	X
Libraries	-	-	P	C	X
Community centers, gymnasiums, field house, arenas	-	-	P	C	X
Hospitals, clinics, medical centers	-	-	P	C	X
Schools, colleges, and universities	-	-	P	C	X
Congregational Uses					
Religious Institution, Place of Worship	C	C	P	C	
Commercial uses					
Airports, helipads, and related uses	C	C	P	C	X
Campgrounds	C	C	C	C	X
Kennels—boarding or breeding	C	C	-	C	X
Outdoor recreational area	C	C	P	C	X
Resorts and inns	C	C	C	C	X
Stables—riding or boarding	C	C	C	C	X
Veterinary services	C	C	-	C	X
Public service and utilities					
Communication facilities	C	C	C	C	X
Communication towers	C	C	C	C	see Sec. 6-230
Electric or gas substation	C	C	C	C	X
Essential services	P	P	P	P	

Governmental buildings and structures	C	C	P	C	X
Correctional facilities and jails	-	-	C	C	X
Public utility buildings and structures	C	C	P	C	X

* Use allowed as a permitted accessory use per Section 15-530.

** County fairgrounds are generally exempt from local zoning per MN Statutes Section 38.16.

Sec. 13-530. Permitted accessory uses.

Within the special districts, the following uses shall be permitted as accessory uses. Accessory uses not listed may be allowed by conditional use permit, subject to the standards identified in Sections 2-260 through 2-340.

- (1) Agricultural uses such as pasture, grazing, and domestic and wild crop harvesting in the O, open space/agricultural district and the TUD, transitional urban development district.
- (2) Buildings temporarily located for purposes of construction on the premises for a period not to exceed the time necessary for such construction.
- (3) Dwelling for staff or faculty of an education campus, correctional facility or jail, or religious institution.
- (4) Home occupations, as regulated elsewhere in this ordinance.
- (5) Place of congregation or a place of worship as part of an educational campus, medical center, or hospice facility.
- (6) Parking garages, carports, and parking spaces.
- (7) Private swimming pools, tennis courts, and other recreational facilities that are operated for the use and convenience of residents, students, faculty, or staff, of the principal use and their guests.
- (8) Public swimming pools, tennis courts, and other recreational facilities which are operated by the state, county, city, or public school district for use by the public.
- (9) Tool houses, sheds, and similar buildings for the storage of agricultural equipment and supplies, domestic supplies, and non-commercial recreational equipment.

- (10) Antennae and other communication devices for public or private use, in compliance with the provisions of Section 6-230.
- (11) Living quarters for persons employed on the premises or persons otherwise housed on the premises.
- (12) Boarding or renting of rooms to not more than two (2) persons in the O, open space/agricultural district or the TUD, transitional urban development district.
- (13) Beekeeping in compliance with Section 7-30.
- (14) Limited production, processing and storage (without size limits) operated at a correctional facility.
- (15) Mausoleums, columbariums, and cremation niches in the P/I, public/institutional district.

Sec. 13-540. Accessory buildings and structures.

Accessory buildings and structures shall comply with the provisions of Section 6-180 if related to a residential use and [Section] 6-200 if associated with an agricultural or other non-residential use. Design of such structures is further regulated in Chapter 4, Site Plan Review.

Sec. 13-550. Site design considerations.

Development of land within the special districts shall follow established standards for traffic circulation, landscape design, and other considerations as specified in Chapter 7, Specific Development Standards and Chapter 4, Site Plan Review.

Sec. 13-560. Lot dimension and building bulk regulations.

Lot area and setback requirements for the special districts shall be as specified in Table 13-3. Wetland buffer and buffer setback requirements shall be as specified in Chapter 6 of this Ordinance.

Table 13-3. Lot dimension and setback requirements, special districts.

	O District	TUD District	P/I District
Minimum district size	N/A	N/A	2.5 acres
Minimum lot area	1 acre	1 acre	None

Minimum lot width	200 feet	100 feet	None
Minimum lot depth	200 feet	100 feet	None
Building setback requirements			
Front	50 feet	50 feet	25 Feet
Side	25 feet	25 feet	10 feet*
Rear	25 feet	25 feet	10 feet*

Sec. 13-570. Height.

Except for communication antennas otherwise allowed by conditional use permit, the maximum height of all structures located in the special districts shall be fifty (50) feet. The height limitations of principal structures located in the special districts may be increased by conditional use permit, subject to the standards identified in Sections 2-260 through 2-340. Additionally, the City Council shall consider, but not be limited to, the following factors when determining the maximum height:

- (1) Access to light and air of surrounding properties.
- (2) Shadowing of any adjacent residential areas.
- (3) The scale and character of surrounding uses.
- (4) Preservation of views of landmark buildings, significant open spaces or water bodies.

The height of buildings within the airport overlay district is further regulated as specified in Chapter 13, Article 4.

Sec. 13-580. Parking and loading requirements.

Parking and loading requirements for uses in the special districts shall be as set forth in Chapter 8, Off-Street Parking and Loading.

Sec. 13-590. Signs.

Sign requirements for uses in the special districts shall be as specified in Chapter 9, Signs.

Sec. 13-600. Compliance with performance standards.

All uses in the special districts shall comply with all general performance standards as expressed in Chapter 6, Article 10.

Section 3: Effective Date. This ordinance shall be effective immediately upon its passage and publication per the provisions of the Faribault City Charter.

Public Hearing: January 3, 2022
First Reading: January 11, 2022
Second Reading: January 25, 2022
Publication: February 1, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic
Development Director
MEETING DATE: January 25, 2022
SUBJECT: Approve Summary Publication

Background:

Ordinance 2022-3 will take effect on the date of its publication in the official newspaper of the City of Faribault. In lieu of publishing the full ordinance, the Faribault City Charter allows the City Council, with a five-sevenths vote, to approve a summary publication of the ordinance that informs the public of the intent and effect of the ordinance. Refer to the attached summary publication of Ordinance 2022-3.

Recommendation:

Approve summary publication of Ordinance 2022-3.

Attachments:

1. Ordinance 2022-3 Summary Publication

Summary Publication

CITY OF FARIBAULT ***ORDINANCE No. 2022-3***

APPROVE A ZONING TEXT AMENDMENT TO CREATE A PUBLIC/INSTITUTIONAL ZONING DISTRICT

On January 25, 2022, the Faribault City Council approved Ordinance 2022-3, which approves a zoning text amendment to create a public/institutional zoning district for medium to large-scale public/institutional uses such as schools, hospitals, and government facilities. The ordinance is intended to encompass individual public/institutional uses or a cluster of public/institutional uses that are 2.5 acres or more in area. Smaller public/institutional uses will continue to be allowed as permitted or conditional uses in other zoning districts. This ordinance creates the text for the public/institutional district. It does not rezone any property in Faribault to public/institutional. A complete copy of the ordinance is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

Public Hearing:	January 3, 2022
First Reading:	January 11, 2022
Second Reading:	January 25, 2022
Publication:	February 1, 2022



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J Peanasky, Parks and Recreation Director
MEETING DATE: January 25, 2022
SUBJECT: Resolution 2022-021 Accept Bid for Roof Replacement on Community Center and Buckham Memorial Library

Background:

On Tuesday, January 18, 2022, bids were received for the replacement of the roof on the Community Center and Buckham Memorial Library. The library roof was last replaced in 1994 and the Community Center roof was last replaced in 1999. Both roofs have had numerous repairs over the past years and continue to leak.

The replacement also includes the old section of Buckham West. Buckham West is responsible for 50% of the cost of their building. The cost to Buckham West for their share will be \$53,500, which includes the roof replacement and resetting of the HVAC units. Several HVAC units need to be lifted and reset to get a proper roof curb for the units.

We are also adding several roof drains in the library's lower level roof as no roof drains were originally installed. Without roof drains, all the water on the roof had to drain to scuppers on the edges of the roof. This will get the water off the roof quicker and cause fewer future issues.

The cost also includes the full removal of all of the skylights on the Community Center and replacement of the two sky lights on the library. Due to the size of the sky lights on the library, it will be much cheaper to replace them than to remove them. The new sky lights also have a life expectancy of 35 years.

The roof itself has a 30-year warranty and if proper inspections are done on the roof, an additional 10 years are added to the warranty. All inspections are done at no charge by the Garland Company.

In the 2022 Capital Improvement Budget, \$1,385,000 was budgeted for roof replacement and additional roof repairs.

Three bids were received and tabulated as follows:

Palmer West Construction Co. Inc.	\$1,717,700
Schwickerts' Tecta America	\$1,775,450
Jackson and Associates LLC	\$1,829,000

Palmer West plans to begin construction in the spring with an approximate 60-day construction schedule.

One item that is being discussed internally is the addition of a screen for the HVAC unit on the Library. City Code Chapter 6-30 paragraph A4 requires the screening if the unit is visible. However, the wall on the library may cover most of the unit and it is the screening that is visible. If required, the screening was put in the bid as an alternate and the cost would be an additional \$28,800. For a project this size, we do also anticipate there may be some change orders.

With the higher cost than anticipated for this project, we are also requesting a budget adjustment to cover the difference. With the funds required for the roof repairs, approximately \$325,000 will be needed in the budget adjustment from the Facilities Improvement Fund.

Recommendation:

Approve Resolution 2022-021

Attachments:

1. Resolution 2022-021 Accept Bid for Roof Replacement at Community Center and Buckham Memorial Library
2. Bid Tabulation
3. Budget Revision Form

CITY OF FARIBAULT

RESOLUTION #2022-021

ACCEPT BID FOR ROOF REPLACEMENT ON COMMUNITY CENTER AND BUCKHAM MEMORIAL LIBRARY

WHEREAS, pursuant to the advertisement for bids for the roof replacement on the Community Center and Buckham Memorial Library, bids were received, opened and tabulated according to law and the following bids were received complying with the advertisement for bids:

Palmer West Construction Co. Inc.	\$1,717,700.00
Schwickerts' Tecta America	\$1,775,450.00
Jackson and Associates LLC	\$1,829,000.00

; and

WHEREAS, it appears Palmer West Construction Company Inc. is the lowest responsible bidder.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Administrator are hereby authorized and directed to enter into a contract with Palmer West Construction Company Inc. and the City of Faribault for the Roof replacement at the Community Center and Buckham Memorial Library in the amount of \$1,717,700.00 according to the plans and specifications on file in the office of the Parks and Recreation Director.

ALSO, BE IT RESOLVED, that the City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their lowest bids, except that the deposit of the successful bidder shall be retained until a contract has been signed.

ALSO, BE IT RESOLVED, that a budget revision for an increase of \$325,000.00 for Fund 437-45122-450-45200 is hereby approved.

Date Adopted: January 25, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Bid Tabs - City of Fairbault

Bid Tabs - City of Fairbault										
Project:		Library/Rec Center 2022 Reroof								
Contractor:	Two Sealed Envelopes	Approved Applicator	Bid Bond	Base Bid:	Section A Breakout	Add Alt #1	Add Alt #2	Drain Replacement	Wet Insulation	Concrete Gap
Jackson & Assoc.	✓	✓	✓	1,824,000	135,000	14,000	5,000	3,000	4.00	30.00
Schwiders	✓	✓	✓	1,775,450	144,500	24,500	1,600	1,800	3.05	4.00
Palmer-west Const. Co.	✓	✓	✓	1,717,700	107,000	28,800	3,000	1,500	3.50	100.00

Fund	Department	Function	Object	Adopted Budget	Increase/ (Decrease)	Revised Budget	Reason for Change
437	45122	450	45200	\$ 1,385,000.00	\$ 325,000.00	\$ 1,710,000.00	Roof replacement

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: _____

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
12 MONTHS ENDING December 31, 2021
100.00%



GENERAL FUND

	Actual FY 2020	Annual Budget FY 2021	Actual to Date FY 2021	YTD % Collected
Revenues				
Taxes	\$ 7,866,482	\$ 8,825,835	\$ 8,768,546	99.35%
Permit & Licenses	546,332	496,305	487,313	98.19%
Intergovernmental Revenue	8,883,181	7,168,662	8,273,705	115.41%
Charges for Services	1,464,405	1,295,426	652,682	50.38%
Fines & Forfeits	101,772	145,000	143,118	98.70%
Miscellaneous Revenue	817,406	143,020	582,372	407.20%
Other Sources	212,314	337,721	-	0.00%
Total	\$ 19,891,891	\$ 18,411,969	\$ 18,907,736	102.69%
Expenditures				
Council	\$ 255,369	\$ 293,363	\$ 554,544	189.03%
City Administration	271,495	287,665	281,761	97.95%
Elections	39,892	4,520	1,620	35.84%
Finance Administration	498,517	519,658	481,851	92.72%
Information Services	232,652	254,565	217,986	85.63%
Legal Services	220,153	324,700	226,940	69.89%
Personnel Administration	256,911	242,376	256,080	105.65%
Planning & Zoning	414,668	445,410	406,071	91.17%
City Hall Maintenance	175,778	190,649	182,420	95.68%
Police Administration	976,578	1,011,409	1,056,909	104.50%
Criminal Investigation	954,681	991,054	994,201	100.32%
Uniform Patrol	3,117,858	3,280,352	3,257,332	99.30%
Police Records	440,267	465,161	463,195	99.58%
Fire Administration	253,562	301,364	268,529	89.10%
Fire Suppression	1,328,880	1,396,577	1,363,507	97.63%
Code Enforcement -Inspection	504,371	554,068	507,413	91.58%
Emergency Management	3,205	5,550	3,538	63.75%
Community Services	238,304	327,499	240,302	73.37%
Public Works Administration	108,902	113,191	105,764	93.44%
Street Maintenance Projects	1,413,086	1,454,542	1,388,550	95.46%
Ice & Snow Removal	104,759	121,000	117,266	96.91%
Equipment Maintenance	287,681	293,395	294,313	100.31%
Street Lighting	299,276	280,500	222,945	79.48%
Traffic Signs & Signals	47,063	52,100	37,831	72.61%
Engineering	559,407	572,756	555,817	97.04%
Community Center Administration	601,949	703,466	641,308	91.16%
Community Center Building	411,469	522,488	479,408	91.75%
Aquatic Center	61,123	297,649	311,152	104.54%
Washington Center	35,255	59,254	46,997	79.31%
Soccer Complex	26,738	34,418	38,039	110.52%
Adult Programs	97,857	147,864	127,828	86.45%
Youth Programs	45,363	127,568	127,590	100.02%
Parks	1,043,535	1,090,333	1,056,685	96.91%
Library	1,239,298	1,175,864	1,193,018	101.46%
Miscellaneous Unallocated	976,292	504,939	397,233	78.67%
Mass Transit	-	10,000	-	0.00%
Total	\$ 17,542,197	\$ 18,457,267	\$ 17,905,943	97.01%
	2,349,695	(45,298)	1,001,793	
* transfer to capital funds	(530,723)			
YTD Fund Balance Increase (Decrease)	1,818,971			

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
12 MONTHS ENDING December 31, 2021
100.00%



WATER FUND				
	Actual FY 2020	Annual Budget FY 2021	Actual to Date FY 2021	YTD % Collected
Revenues				
Charges for Services	\$ 3,529,388	\$ 3,656,925	\$ 3,721,244	101.76%
Miscellaneous Revenue	848,583	51,700	(31,684)	-61.28%
Other Sources	3,000	-	483,477	
Total	\$ 4,380,971	\$ 3,708,625	\$ 4,173,037	112.52%
Expenses				
Personnel Services	\$ 525,031	\$ 597,379	\$ 552,254	92.45%
Supplies	348,831	349,460	330,215	94.49%
Other Services & Charges	1,300,025	766,507	725,216	94.61%
Capital Outlay	-	7,349,687	1,850,703	25.18%
Debt Service	54,306	563,043	79,193	14.07%
Other Uses	104,076	90,000	90,000	100.00%
Total	\$ 2,332,269	\$ 9,716,076	\$ 3,627,581	37.34%
YTD Fund Balance Increase (Decrease)	2,048,702	(6,007,451)	545,456	
Depreciation		(1,100,000)	(1,100,000)	
YTD Fund Balance Increase (Decrease) with depreciation	2,048,702		(554,544)	
SEWER FUND				
	Actual FY 2020	Annual Budget FY 2021	Actual to Date FY 2021	YTD % Collected
Revenues				
Charges for Services	\$ 6,509,217	\$ 5,635,000	\$ 6,291,926	111.66%
Miscellaneous Revenue	461,671	77,000	(213)	-0.28%
Other Sources	64,680	-	1,045,616	0.00%
Total	\$ 7,035,568	\$ 5,712,000	\$ 7,337,328	128.45%
Expenses				
Sewer Collection				
Personnel Services	\$ 484,869	\$ 503,219	\$ 489,796	97.33%
Supplies	72,841	97,037	64,340	66.30%
Other Services & Charges	770,271	298,174	203,388	68.21%
Capital Outlay	-	1,539,654	227,990	14.81%
Other Uses	105,000	55,838	105,000	188.04%
Water Reclamation Plant				
Personnel Services	948,345	944,529	954,665	101.07%
Supplies	436,193	371,050	393,024	105.92%
Other Services & Charges	2,108,825	999,309	994,618	99.53%
Capital Outlay	-	2,165,000	3,333,515	153.97%
Debt Service	322,580	1,497,603	303,603	20.27%
Other Uses	105,000	105,000	105,000	100.00%
Total	\$ 5,353,923	\$ 8,576,413	\$ 7,174,938	83.66%
YTD Fund Balance Increase (Decrease)	1,681,644	(2,864,413)	162,390	
Depreciation		(1,905,000)	(1,905,000)	
YTD Fund Balance Increase (Decrease) with depreciation	1,681,644		(1,742,610)	
STORM WATER FUND				
	Preliminary FY 2020	Annual Budget FY 2021	Actual to Date FY 2021	YTD % Collected
Revenues				
Charges for Services	\$ 990,687	\$ 1,120,643	\$ 1,138,076	101.56%
Miscellaneous Revenue	116,985	22,500	(19,678)	-87.46%
Intergovernmental	4,000	-	-	
Total	\$ 1,111,672	\$ 1,143,143	\$ 1,118,398	97.84%
Expenses				
Personnel Services	\$ 196,022	\$ 234,495	\$ 226,284	96.50%
Supplies	41,472	36,600	29,387	80.29%
Other Services & Charges	444,188	163,765	167,531	102.30%
Capital Outlay	-	1,491,181	6,241	0.42%
Other Uses	20,040	-	-	
Total	\$ 701,721	\$ 1,926,041	\$ 429,442	22.30%
YTD Fund Balance Increase (Decrease)	409,951	(782,898)	688,956	
Depreciation		(400,000)	(400,000)	
YTD Fund Balance Increase (Decrease) with depreciation	409,951		288,956	

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
12 MONTHS ENDING December 31, 2021
100.00%



CASH AND INVESTMENTS					
101	General Fund	11,801,919			Average interest Rate
	Fire Insurance Escrow	78,354	Wells Fargo	324,767	0.01%
210	Charitable Gambling Board	72,793	4M Fund	31,981	0.02%
211	City Rental Property Mgmt	83,958	State Bank of Faribault	5,844,808	0.30%
215	Public Safety Programs	56,696	Citizens Community Federal	10,538,103	0.30%
217	Library Estate Donation	2,699,633	RBC	38,136,244	1.81%
225	Airport	599,996	UBS Financial	1,161,092	2.75%
240	Community Development	598,073		<u>\$ 56,036,995</u>	
	EDA Future Project	466,660			
241	Public Housing	162,721			
	Security Deposits Escrow	16,683			
243	Industrial Development Loan	249,118	Petty cash (on hand)	1,202	
244	Rental Housing Rehabilitation	189,655	Escrow Accounts	111,147	0.30%
245	Revolving Loans	(22,969)		<u>\$ 112,349</u>	
247	SCDP Revolving Loans	334,601			
248	Federal MIF Loans	628,523			
249	Minnesota Investment Fund	14,124			
254	CRV Rehabilitation Program	57,356			
263-272	TIF Districts	151,073	TOTAL CASH	<u><u>\$ 56,149,345</u></u>	
280	Faribault HRA	1,030,520			
290	Economic Development Authority	601,640			
292	EDA Revolving Fund	386,464			
344-349	Debt Service Funds	7,982,316			
360	Equipment Certificates	237,341			
401	Street Improvement Projects	3,602,322			
404	Park Land Dedication	409,729			
431	Capital Replacement Fund	1,989,081			
437	Public Facility Projects	1,241,665			
469	2018 Construction Projects	(263,057)			
470	TH60 Reconstruct (2019)	(16,062)			
472	30th St NW & TH3	(176,231)			
473	2020 Construction Projects	(515,626)			
474	2021 Construction Projects	(1,307,308)			
601	Water Fund	7,460,675			
602	Sewer Fund	10,638,266			
603	Storm Water Fund	3,067,387			
704	Worker's Compensation	218,580			
705	Property Liability Reserve	174,941			
873	Roberds Lake Sewer District	21,304			
897	Elderly Housing Corporation	463,518			
898	Robinwood Manor	646,805			
	Escrow Account	16,109			
	Total	<u>\$ 56,149,345</u>			