



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, NOVEMBER 26,
2024

6:00 PM

1. **Call to Order/Roll Call/Pledge of Allegiance**
2. **Approve Agenda**
3. **Presentations/Introductions – None**
4. **Approve minutes of the November 12, 2024, City Council Meeting and the November 19, 2024, Special City Council Meeting**
 - A. Approve minutes of the November 12, 2024, City Council Meeting and the November 19, 2024, Special City Council Meeting
5. **Requests to be Heard**
6. **Consent Agenda**
 - A. List of Claims for Release
 - B. Accept Seasonal Bids for Miscellaneous Materials and Services
 - C. Authorize Budget Adjustment for the Purchase of Police Mobile Radios and Associated Equipment
 - D. Resolution 2024-227 Approve 2025 Tobacco Licenses
 - E. Resolution 2024-228 Approve 2025 Off-Sale Liquor Licenses
 - F. Resolution 2024-229 Approve 2025 Club/Sunday Liquor Licenses
 - G. Resolution 2024-230 Approve 2025 Low Volume/Sunday Liquor License Renewal
 - H. Resolution 2024-231 Approve 2025 Off-Sale Malt Liquor Licenses
 - I. Resolution 2024-232 Approve 2025 Restaurant On-Sale/Sunday Liquor Licenses
 - J. Resolution 2024-233 Approve 2025 On-Sale Theater Wine and Malt Liquor License
 - K. Resolution 2024-234 Approve 2025 On-Sale Wine and 3.2% Malt Liquor Licenses
 - L. Resolution 2024-235 Approve 2025 Liquor License for 10,000 Drops Craft Distillers LLC
 - M. Resolution 2024-236 Approve 2025 Convention Center On-Sale and Sunday Liquor Licenses
 - N. Resolution 2024-237 Approve Pawnbrokers License Renewal for Pawn Minnesota
 - O. Approve Quote for Reservoir Demolition
 - P. Approve Utility Service Partners Private Label Inc. Marketing Agreement
 - Q. Approve Application for Display of Fireworks/Pyrotechnic Special Effects
 - R. Resolution 2024-238 Remove Eric Delgado from the Housing and Redevelopment Authority Board and Declare a Vacancy
 - S. Resolution 2024-225 Approve 2025 Non-Union Compensation Plan
 - T. Approve Faribault Firefighters I.A.F.F. Local 665 2025 CBA and MOU

- U. Approve LELS Local 357 2025 CBA and MOU
- V. Resolution 2024-226 Authorize Execution of RSA PROPERTIES LLC SUBDIVISION NO 2 Development Agreement
- W. Resolution 2024-239 Approve Off-Sale Liquor License for BAPA KRUPA MNV2 LLC
- X. Resolution 2024-222 Authorize Payment as Recommended by the Charitable Gambling Board to Rice County Historical Society
- Y. Resolution 2024-240 Authorize Payment as Recommended by the Charitable Gambling Board to Faribault Foundation
- Z. Resolution 2024-241 Authorize Payment as Recommended by the Charitable Gambling Board to Midwest Community Development
- AA. Approve Quote to Replace the Boiler Heat Exchanger at the Aquatic Center

7. Public Hearings

- A. Approve Currency Exchange License Renewal for Ana and Luis Del Aguila

8. Items for Discussion

- A. Resolution 2024-223 Authorize Sale of Property Located at the Southeast Corner of the Intersection of 1st Street NW and 1st Avenue NW
- B. Resolution 2024-224 Approve Deferred Loan Agreement with Minnesota Housing Finance Agency for the Construction of Workforce Housing
- C. Resolution 2024-242 Approve Amendments to the Developer's Agreement Between Corey Lee Newby and the City of Faribault

9. Bids - None

10. Boards and Commissions Reports, Announcements and Project Updates

11. 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.

Para pedir este documento en otro idioma, envíe un correo electrónico y adjunte el documento a accessibility@faribault.org.

Si aad u codsato dukumeentigan oo ku qoran luqad kale, fadlan e-mail u soo dir oo ku soo lifaaq dukumiintiga accessibility@faribault.org.



CITY COUNCIL MINUTES

COUNCIL CHAMBERS

TUESDAY, NOVEMBER 12,
2024

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

The meeting of the City Council was called to order by Mayor Kevin Voracek at 6:02 p.m. Councilors in attendance included Sara Caron, Adama Doumbouya, Royal Ross, Peter van Sluis, Tom Spooner and Chuck Thiele. Also in attendance were City Administrator Jessica Kinser, City Clerk Heather Slechta, Community and Economic Development Director David Wanberg, Police Chief John Sherwin, Fire Chief Dustin Dienst, Human Resources Director Kevin Bushard, City Planner Harry Davis and Parks and Recreation Director Paul Peanasky.

Approve Agenda

Motion by Doumbouya, seconded by Thiele to approve the agenda as presented and carried unanimously.

Presentations/Introductions

Housing and Redevelopment Executive Director Tom Furman introduced himself to the Council. Mr. Furman began his employment with the City of Faribault on October 21, 2024.

Approve minutes of the October 22, 2024, City Council Meeting and the November 6, 2024, Special City Council Meeting

Motion by Ross, seconded by Doumbouya to approve minutes of the October 22, 2024, City Council Meeting and the November 6, 2024, Special City Council Meeting and carried unanimously.

Requests to be Heard – None

Consent Agenda

- A. List of Claims for Release
- B. Resolution 2024-214 Approve Street Closures for Winterfest Celebration
- C. Resolution 2024-218 Canvass of General Election Results
- D. Approve Hangar Rental Agreement
- E. Approve Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License
- F. Resolution 2024-216 Approve Hiring Planner I
- G. Approve Professional Services Proposal for Two Rivers Park Siphon Box
- H. Approve Request for Proposals for Woolen Mill Dam Feasibility Report
- I. Approve Professional Services Proposal for Viaduct Park Ice Feature Preliminary Design Services
- J. Resolution 2024-217 Approve an Address Change from 223 2nd Street NW to 223 2nd Street NW Units A and B for PH Investments LLC
- K. Resolution 2024-221 Approve Tobacco License for Southside Liquor and Tobacco
- L. Approve LG220 Application for Exempt Permit
- M. Approve 2025 Insurance Liability Coverage Waiver Form

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

Public Hearings – None

Items for Discussion**Resolution 2024-196 Deny Variance at 15 3rd Ave SW**

City Planner Harry Davis explained that Resolution 2024-196 is to deny the variances requested at 15 3rd Avenue SW. The City Council is required by law to act on this issue by December 10th or the variances are granted. This recommendation is consistent with the Development Agreement adopted by the City Council on October 22, 2024, with Resolution 2024-11.

Motion by van Sluis, seconded by Caron to approve Resolution 2024-196 Deny Variance at 15 3rd Ave SW and carried unanimously.

Resolution 2024-220 Approve New Off-Sale Liquor License for BAPA KRUPA MNV2 LLC

City Clerk Heather Slechta stated that BAPA KRUPA MNV2 LLC dba Southside Liquor and Tobacco located at 401 10th Street SW, applied for an Off-Sale Intoxicating Liquor License in the city of Faribault and has paid all required fees. If approved, the application will be forwarded to the Minnesota Department of Public Safety - Alcohol and Gambling Enforcement Division for inspection and final approval.

If the license is approved, the licensing period will be through December 31, 2024.

Motion by Ross, seconded by Thiele to approve Resolution 2024-220 Approve New Off-Sale Liquor License for BAPA KRUPA MNV2 LLC and carried unanimously.

Bids - None**Boards and Commissions Reports, Announcements and Project Updates – None****Adjournment**

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

The meeting was adjourned at 6:16 p.m.

Respectfully Submitted,

Heather Slechta
City Clerk



CITY COUNCIL MINTUES

PUBLIC MEETING ROOM

TUESDAY, NOVEMBER 19,
2024

6:05 PM

or immediately following the City Council Work Session

Call to Order/Roll Call

The meeting of the City Council was called to order by Mayor Kevin Voracek at 6:29 p.m. Councilors in attendance included Sara Caron, Adama Doumbouya, Peter van Sluis, Tom Spooner and Chuck Thiele. Councilor Royal Ross was absent. Also in attendance were City Administrator Jessica Kinser, City Clerk Heather Slechta, Community and Economic Development Director David Wanberg, Fire Chief Dustin Dienst, City Planner Harry Davis and Parks and Recreation Director Paul Peanasky.

Approve Agenda

Motion by Thiele, seconded by Caron to approve the agenda as presented and carried unanimously.

Consent Agenda

A. List of Claims

Motion by van Sluis, seconded by Caron to approve Consent Agenda item A. and carried unanimously.

Items for Discussion – None

Adjournment

Motion by van Sluis, seconded by Doumbouya to adjourn the City Council meeting and carried unanimously.

The meeting was adjourned at 6:30 p.m.

Respectfully Submitted,

Heather Slechta
City Clerk



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: November 26, 2024
SUBJECT: List of Claims for Release

Background:

The attached list of claims is ready for Council approval. This payment batch includes 286 invoices totaling \$1, 748,840.65

The account detail for each claim provides information to assist readers in understanding the purpose of the purchase as well as the different area of City organization where the purchase was made. Approval is recommended to meet the required 35-day payment requirements for valid claims presented to the City.

Recommendation:

Attachments:

1. 112624PD

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 112624PD 11/26/2024

DUE DATE: 11/26/2024

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10678	Abdo LLP		0000		EFT	11/30/2024	498160			
ACCOUNT DETAIL							LINE AMOUNT			
1	Fin	43010		Finance	AuditSrv			17,159.00		
2	Fin	43090		Finance	ProfSrv			29,688.20		
3	Water	43090		Water	ProfSrv			2,654.13		
4	SwrColl	43090		Sewer Coll	ProfSrv			2,654.12		
								52,155.45		
CHECK TOTAL								52,155.45		
10681	Amazon Capital Servic		0000		INV	11/21/2024	1HJ9-9X6T-GJW4			
ACCOUNT DETAIL							LINE AMOUNT			
1	Library	42190		Library	Books			121.36		
								121.36		
10681	Amazon Capital Servic		0000		INV	11/23/2024	1GY3-HMN9-1NJ7			
ACCOUNT DETAIL							LINE AMOUNT			
1	Library	42010		Library	Supplies			70.75		
								70.75		
10681	Amazon Capital Servic		0000		INV	11/27/2024	1TMD-3HRY-9Q6F			
ACCOUNT DETAIL							LINE AMOUNT			
1	Library	42190		Library	Books			11.69		
								11.69		
10681	Amazon Capital Servic		0000		INV	11/23/2024	1R7C-DCRY-9TY7			
ACCOUNT DETAIL							LINE AMOUNT			
1	SwrRecl	42010		SewerReclm	Supplies			257.02		
								257.02		
10681	Amazon Capital Servic		0000		INV	11/22/2024	1TXD-XRF1-MFHG			
ACCOUNT DETAIL							LINE AMOUNT			
1	SwrRecl	42160		SewerReclm	Chem&Prod			46.75		
								46.75		
10681	Amazon Capital Servic		0000		INV	11/29/2024	17CJ-3XJP-PHP6			
ACCOUNT DETAIL							LINE AMOUNT			
1	StrSign	42010		Sign Sig	Supplies			87.29		
								87.29		
10681	Amazon Capital Servic		0000		INV	12/06/2024	1XH6-44KH-HYVK			
ACCOUNT DETAIL							LINE AMOUNT			
1	Fin	42010		Finance	Supplies			36.98		
								36.98		

CLAIMS LIST REPORT

Detail Invoice List

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10681	Amazon Capital Servic		0000		INV	11/28/2024	1VTX-RPYH-GTKJ			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire 42010			Fire	Supplies			151.86		
										151.86
10681	Amazon Capital Servic		0000		INV	11/30/2024	1VWM-9MRR-DCPD			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire 42010			Fire	Supplies			58.21		
										58.21
10681	Amazon Capital Servic		0000		INV	12/21/2024	17QJ-FY3L-J1CC			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Adult 42010			Adult	Supplies			21.93		
										21.93
10681	Amazon Capital Servic		0000		INV	11/28/2024	1RY1-MH9K-KQMT			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42010			StrMaint	Supplies			79.95		
	2 Water 42010			Water	Supplies			8.32		
	3 SwrColl 42010			Sewer Coll	Supplies			8.32		
	4 Storm 42010			Storm Wtr	Supplies			1.19		
										97.78
10681	Amazon Capital Servic		0000		INV	11/29/2024	1WTM-F1KN-3X3K			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42010			StrMaint	Supplies			10.35		
	2 Water 42010			Water	Supplies			1.08		
	3 SwrColl 42010			Sewer Coll	Supplies			1.08		
	4 Storm 42010			Storm Wtr	Supplies			0.15		
										12.66
							CHECK TOTAL	974.28		
10308	American Engineering		0000		EFT	12/20/2024	INV-226927			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Storm 45300			Storm Wtr	Impr Other			3,160.00		
										3,160.00
							CHECK TOTAL	3,160.00		
10311	American Red Cross		0000		INV	11/30/2024	22736839			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Adult 43090			Adult	ProfSrv			76.00		
										76.00

City of Faribault



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CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10311	American Red Cross	0000		INV	12/13/2024	22737612					
ACCOUNT DETAIL						LINE AMOUNT					
1	Aquatic 43140		AquaticCtr	Train&Ed		49.00					
						CHECK TOTAL	49.00				
							125.00				
10686	Ampion PBC	0000		INV	12/01/2024	1329916					
ACCOUNT DETAIL						LINE AMOUNT					
1	StrLight 43810		StrLight	Elec Util		43.30					
							43.30				
10686	Ampion PBC	0000		INV	12/01/2024	1329719					
ACCOUNT DETAIL						LINE AMOUNT					
1	Fire Fac 43810		Fire Fac	Elec Util		1,090.76					
2	Lib Fac 43810		Lib Fac	Elec Util		2,161.94					
3	Parks 43810		P&Tmaint	Elec Util		1,262.48					
4	PW Fac 43810		PW Fac	Elec Util		476.89					
5	Soccer 43810		SoccerComp	Elec Util		146.25					
7	StrLight 43810		StrLight	Elec Util		1,271.03					
9	SwrColl 43810		Sewer Coll	Elec Util		221.79					
11	Water 43810		Water	Elec Util		9,278.43					
12	Wshngtn 43810		Wshngtn	Elec Util		649.74					
							16,559.31				
						CHECK TOTAL	16,602.61				
10318	Orland Anderka	0000		INV	11/21/2024	4376					
ACCOUNT DETAIL						LINE AMOUNT					
1	Parks 43090		P&Tmaint	ProfSrv		2,937.80					
							2,937.80				
						CHECK TOTAL	2,937.80				
10278	Arrow Electric LLC	0000		EFT	12/01/2024	3098					
ACCOUNT DETAIL						LINE AMOUNT					
1	CC Fac 44010		CC Fac	Bldg Maint		423.02					
							423.02				
10278	Arrow Electric LLC	0000		EFT	12/01/2024	3099					
ACCOUNT DETAIL						LINE AMOUNT					
1	CC Fac 44010		CC Fac	Bldg Maint		715.28					
							715.28				

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10278	Arrow Electric LLC		0000		EFT	11/17/2024	3087			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 43090			Police	ProfSrv			130.00		
								130.00		
							CHECK TOTAL	1,268.30		
10315	Aspen Mills		0000		INV	11/10/2024	340857			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42180			Police	Uniforms			1,196.45		
								1,196.45		
10315	Aspen Mills		0000		INV	11/22/2024	341538			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42180			Police	Uniforms			1,020.63		
								1,020.63		
10315	Aspen Mills		0000		INV	11/22/2024	341514			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42180			Police	Uniforms			1,020.63		
								1,020.63		
10315	Aspen Mills		0000		INV	11/27/2024	341813			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42180			Police	Uniforms			1,479.15		
								1,479.15		
							CHECK TOTAL	4,716.86		
10316	Auto Value Parts Stor		0000		EFT	11/13/2024	48213059			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Storm 42210			Storm Wtr	VehEqParts			4.41		
								4.41		
10316	Auto Value Parts Stor		0000		EFT	11/21/2024	48213319			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 42210			Water	VehEqParts			295.98		
								295.98		
10316	Auto Value Parts Stor		0000		EFT	11/22/2024	48213333			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42210			Police	VehEqParts			22.02		
								22.02		

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CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10316	Auto Value Parts Stor	0000		EFT	11/28/2024	48213531				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Police 42210		Police	VehEqParts			17.64			
							17.64			
10316	Auto Value Parts Stor	0000		EFT	12/04/2024	48213711				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42210		StrMaint	VehEqParts			295.98			
							295.98			
10316	Auto Value Parts Stor	0000		EFT	12/07/2024	48213851				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42210		StrMaint	VehEqParts			17.98			
							17.98			
10316	Auto Value Parts Stor	0000		EFT	11/30/2024	48213636				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fire 42210		Fire	VehEqParts			529.42			
							529.42			
						CHECK TOTAL	1,183.43			
10332	Baker & Taylor Entert	0000		INV	11/15/2024	2038636589				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books			230.85			
							230.85			
10332	Baker & Taylor Entert	0000		INV	11/30/2024	2038670347				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books			38.88			
							38.88			
10332	Baker & Taylor Entert	0000		INV	11/22/2024	2038653577				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books			142.98			
							142.98			
10332	Baker & Taylor Entert	0000		INV	11/17/2024	2038638395				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books			134.72			
							134.72			
10332	Baker & Taylor Entert	0000		INV	11/17/2024	2038638394				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 42190		Library	Books			4.89			
							4.89			

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10332	Baker & Taylor Entert		0000		INV	11/17/2024	2038638396			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42190			Library	Books			42.95		
								42.95		
10332	Baker & Taylor Entert		0000		INV	11/21/2024	2038643910			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42190			Library	Books			207.04		
								207.04		
							CHECK TOTAL	802.31		
10335	BCM Construction Inc		0000		EFT	12/04/2024	2024-03 Pay 3			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrImp 43090			Street Imp	ProfSrv			807,377.38		
								807,377.38		
							CHECK TOTAL	807,377.38		
10221	BG Minnesota Inc		0000		EFT	11/23/2024	PI0064671			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42210			StrMaint	VehEqParts			160.21		
	2 Water 42210			Water	VehEqParts			48.06		
	3 SwrColl 42210			Sewer Coll	VehEqParts			48.06		
	4 Parks 42210			P&Tmaint	VehEqParts			64.09		
								320.42		
							CHECK TOTAL	320.42		
10339	Border States Industr		0000		EFT	11/27/2024	929310079			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42010			SewerReclm	Supplies			6.16		
								6.16		
							CHECK TOTAL	6.16		
10984	Brindlee Mountain Fir		0000		INV	11/10/2024	00027319			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire 43090			Fire	ProfSrv			2,000.00		
								2,000.00		
							CHECK TOTAL	2,000.00		

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DUE DATE: 11/26/2024

CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10097	Canon Financial Servi	0000		INV	11/11/2024	35876289			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 StrMaint 44160		StrMaint	Rents		98.90			
	2 Water 44160		Water	Rents		10.29			
	3 SwrColl 44160		Sewer Coll	Rents		10.29			
	4 Storm 44160		Storm Wtr	Rents		1.47			
							120.95		
10097	Canon Financial Servi	0000		INV	12/11/2024	36191238			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 CH Fac 44160		CH Maint	Rents		224.41			
							224.41		
						CHECK TOTAL	345.36		
10376	Carrot-Top Industries	0000		EFT	10/12/2024	INV133780			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Water 42010		Water	Supplies		119.97			
							119.97		
						CHECK TOTAL	119.97		
10260	Cengage Learning Inc	0000		INV	11/22/2024	85864634			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Library 42190		Library	Books		41.00			
							41.00		
						CHECK TOTAL	41.00		
10353	Chadderdon Lumber	0000		INV	11/07/2024	211593			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Adult 42010		Adult	Supplies		22.68			
							22.68		
						CHECK TOTAL	22.68		
10354	Cintas Corporation	0000		EFT	11/24/2024	4209484873			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Parks 44060		P&Tmaint	Lndry Srvc		36.55			
							36.55		
10354	Cintas Corporation	0000		EFT	11/24/2024	4209484982			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 44060		SewerReclm	Lndry Srvc		48.44			

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10354	Cintas Corporation		0000		EFT	11/24/2024	4209485022	48.44		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	44060		SewerReclm	Lndry Srvc			42.61		
								42.61		
10354	Cintas Corporation		0000		EFT	12/01/2024	4210241846			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	44060		SewerReclm	Lndry Srvc			6.43		
								6.43		
10354	Cintas Corporation		0000		EFT	12/01/2024	4210241937			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	44060		SewerReclm	Lndry Srvc			42.61		
								42.61		
10354	Cintas Corporation		0000		EFT	11/30/2024	4210126020			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CC Fac	44060		CC Fac	Lndry Srvc			14.79		
								14.79		
10354	Cintas Corporation		0000		EFT	11/16/2024	4208621586			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 EqMaint	44060		EqMaint	Lndry Srvc			9.55		
	2 StrMaint	44060		StrMaint	Lndry Srvc			31.22		
								40.77		
10354	Cintas Corporation		0000		EFT	11/16/2024	4208621578			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Storm	44060		Storm Wtr	Lndry Srvc			12.64		
	2 SwrColl	44060		Sewer Coll	Lndry Srvc			5.45		
	3 Water	44060		Water	Lndry Srvc			28.56		
								46.65		
10354	Cintas Corporation		0000		EFT	11/24/2024	4209484804			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Storm	44060		Storm Wtr	Lndry Srvc			5.45		
	2 SwrColl	44060		Sewer Coll	Lndry Srvc			12.64		
	3 Water	44060		Water	Lndry Srvc			28.56		
								46.65		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 112624PD 11/26/2024

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CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10354	Cintas Corporation	0000		EFT	11/16/2024	7208621632				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Storm 42010		Storm Wtr	Supplies		1.04				
	2 StrMaint 42010		StrMaint	Supplies		70.35				
	3 Water 42010		Water	Supplies		7.32				
	4 SwrColl 42010		Sewer Coll	Supplies		7.33				
							86.04			
10354	Cintas Corporation	0000		EFT	11/24/2024	42094847000				
	ACCOUNT DETAIL					LINE AMOUNT				
	2 StrMaint 42010		StrMaint	Supplies		24.40				
							24.40			
10354	Cintas Corporation	0000		EFT	12/01/2024	4210241707				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Storm 44060		Storm Wtr	Lndry Srv		5.45				
	2 SwrColl 44060		Sewer Coll	Lndry Srv		12.64				
	3 Water 44060		Water	Lndry Srv		28.56				
							46.65			
10354	Cintas Corporation	0000		EFT	12/01/2024	4210241715				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Parks 44060		P&Tmaint	Lndry Srv		36.55				
							36.55			
							CHECK TOTAL			
							519.14			
10713	City of Faribault	0000		INV	12/12/2024	333				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Airport 43820		Airport	Water Util		19.49				
	2 Airport 43850		Airport	Sewer Util		16.08				
	3 Airport 43860		Airport	StrmWtrUtl		364.70				
	4 CityRent 43820		CityRent	Water Util		31.47				
	5 CityRent 43850		CityRent	Sewer Util		39.92				
	6 CityRent 43860		CityRent	StrmWtrUtl		8.75				
	7 Soccer 43820		SoccerComp	Water Util		26.80				
	8 Soccer 43850		SoccerComp	Sewer Util		1,300.05				
	9 Soccer 43860		SoccerComp	StrmWtrUtl		48.39				
	10 SwrRecl 43820		SewerReclm	Water Util		3,169.65				
	11 SwrRecl 43860		SewerReclm	StrmWtrUtl		2,368.70				
	12 Water 43850		Water	Sewer Util		55.23				
							7,449.23			

City of Faribault



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Detail Invoice List

CHECK RUN: 112624PD 11/26/2024
DUE DATE: 11/26/2024

CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						CHECK TOTAL	7,449.23		
10357	Community Co-op Oil A	0000		INV	11/07/2024	040859			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 EqMaint 42010		EqMaint	Supplies			27.94		
							27.94		
10357	Community Co-op Oil A	0000		INV	11/24/2024	155113			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Parks 44040		P&Tmaint	MachEqRpr			20.00		
							20.00		
10357	Community Co-op Oil A	0000		INV	11/30/2024	1766			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Fire 42120		Fire	Motor Fuel			32.95		
							32.95		
10357	Community Co-op Oil A	0000		INV	11/30/2024	155199			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Fire 42210		Fire	VehEqParts			20.00		
							20.00		
						CHECK TOTAL	100.89		
10721	Consolidated Communic	0000		INV	11/21/2024	292			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Water 43250		Water	Other Comm			64.98		
							64.98		
						CHECK TOTAL	64.98		
10723	Core & Main LP	0000		INV	10/09/2024	V591524			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Water 42010		Water	Supplies			5,242.93		
							5,242.93		
						CHECK TOTAL	5,242.93		
10359	Crane Creek Asphalt	0000		EFT	11/21/2024	4800010657			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 StrMaint 42240		StrMaint	StMaintMat			1,229.45		
							1,229.45		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 112624PD 11/26/2024

DUE DATE: 11/26/2024

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10359	Crane Creek Asphalt	0000		EFT	11/28/2024	4800010673					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42240		Water	StMaintMat		807.35					
							807.35				
10359	Crane Creek Asphalt	0000		EFT	12/04/2024	2024-02 Pay 6					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrImp 43090		Street Imp	ProfSrv		4,161.00					
							4,161.00				
10359	Crane Creek Asphalt	0000		EFT	12/20/2024	2023-10 Pay 6					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrImp 43090		Street Imp	ProfSrv		71,091.25					
							71,091.25				
						CHECK TOTAL	77,289.05				
10054	Creative Co-Op	0000		INV	11/10/2024	480					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Pol Fac 42230		Pol Fac	Bldg Supp		40.00					
							40.00				
						CHECK TOTAL	40.00				
10365	Creative Forms & Conc	0000		INV	08/21/2024	120770					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 HR 42010		HR	Supplies		400.63					
							400.63				
						CHECK TOTAL	400.63				
10999	Cry Baby Craigs LLC	0000		INV	12/13/2024	1817					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 EDA 43410		EDA	Advertisng		270.00					
							270.00				
						CHECK TOTAL	270.00				
10361	Culligan	0000		EFT	11/30/2024	119X01155808					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Pol Fac 42230		Pol Fac	Bldg Supp		212.40					
							212.40				

City of Faribault



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Detail Invoice List

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CASH ACCOUNT: Treasury 10100				Cash						
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10361	Culligan		0000		EFT	12/01/2024	119X01152409			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	CC Fac	44160	CC Fac	Rents			43.30		
								43.30		
10361	Culligan		0000		EFT	12/01/2024	119X01155105			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	CC Fac	42010	CC Fac	Supplies			316.20		
								316.20		
							CHECK TOTAL	571.90		
10160	Dakota Supply Group		0000		EFT	12/01/2024	S104138599.001			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Water	42010	Water	Supplies			166.11		
								166.11		
10160	Dakota Supply Group		0000		EFT	12/01/2024	S104138599.002			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Water	42010	Water	Supplies			1,646.11		
								1,646.11		
10160	Dakota Supply Group		0000		EFT	11/23/2024	S104180144.001			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Water	42010	Water	Supplies			2,951.01		
								2,951.01		
							CHECK TOTAL	4,763.23		
10380	Dalco		0000		INV	11/23/2024	4300429			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Pol Fac	42230	Pol Fac	Bldg Supp			287.38		
								287.38		
							CHECK TOTAL	287.38		
11000	David Borka		0000		INV	11/08/2024	297			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Library	43090	Library	ProfSrv			300.00		
								300.00		
							CHECK TOTAL	300.00		

CLAIMS LIST REPORT**Detail Invoice List**

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CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10383	Donohue & Associates	0000		INV	11/09/2024	14465-04					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 43030		SewerReclm	EnginFee		15,150.00				15,150.00	
						CHECK TOTAL	15,150.00			15,150.00	
10384	Dufours Cleaners	0000		INV	12/07/2024	107982					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fire 43090		Fire	ProfSrv		34.77				34.77	
10384	Dufours Cleaners	0000		INV	11/21/2024	108360					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fire 43090		Fire	ProfSrv		40.00				40.00	
10384	Dufours Cleaners	0000		INV	11/06/2024	108004					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fire 43090		Fire	ProfSrv		10.28				10.28	
						CHECK TOTAL	85.05			85.05	
10275	E O Johnson Company I	0000		EFT	12/01/2024	37792682					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CC Admin 44160		CC Admin	Rents		319.92				319.92	
						CHECK TOTAL	319.92			319.92	
10394	Earl F Andersen Inc	0000		INV	11/29/2024	0137895-IN					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 42010		P&Tmaint	Supplies		288.50				288.50	
						CHECK TOTAL	288.50			288.50	
10997	Earlybird Electric He	0000		INV	11/17/2024	271					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CodeInsp 32220		Code/Insp	ElecPrmt		1.00				3.00	
	2 CodeInsp 34220		Code/Insp	PlmbVerFee		1.00					
	3 CodeInsp 36260		Code/Insp	SrchrgColl		1.00					

City of Faribault



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Detail Invoice List

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CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
						CHECK TOTAL	3.00			
10257	Eckberg Lammers PC	0000		EFT	12/01/2024	248				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Legal 43045		Legal	LegalProsc		13,425.00				
							13,425.00			
						CHECK TOTAL	13,425.00			
10395	Ehlers & Associates I	0000		INV	12/12/2024	99583				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EDA 43090		EDA	ProfSrv		1,140.00				
							1,140.00			
10395	Ehlers & Associates I	0000		INV	12/12/2024	99582				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EDA 43090		EDA	ProfSrv		2,007.50				
							2,007.50			
						CHECK TOTAL	3,147.50			
10407	Electric Pump Inc	0000		EFT	11/02/2024	026441				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrColl 44050		Sewer Coll	EOMaint		5,419.75				
							5,419.75			
10407	Electric Pump Inc	0000		EFT	11/02/2024	026437				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrColl 42210		Sewer Coll	VehEqParts		572.00				
							572.00			
						CHECK TOTAL	5,991.75			
10396	Emergency Apparatus M	0000		INV	11/17/2024	134190				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Fire 42210		Fire	VehEqParts		237.80				
							237.80			
						CHECK TOTAL	237.80			
10207	Enterprise FM Trust	0000		EFT	12/06/2024	621212-110624				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Police 44160		Police	Rents		11,898.18				
							11,898.18			

Report generated: 11/26/2024 09:35:17
 User: Pamela Davidson (PDavidson)
 Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 112624PD 11/26/2024
DUE DATE: 11/26/2024

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							CHECK TOTAL	11,898.18		
10410	Faribault Ace Hardwar		0000		INV	11/21/2024	498564/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies			54.66		
								54.66		
10410	Faribault Ace Hardwar		0000		INV	11/23/2024	498652/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42010			Library	Supplies			69.03		
								69.03		
10410	Faribault Ace Hardwar		0000		INV	11/28/2024	498858/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42010			SewerReclm	Supplies			57.55		
								57.55		
10410	Faribault Ace Hardwar		0000		INV	11/29/2024	498892/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42010			SewerReclm	Supplies			9.89		
								9.89		
10410	Faribault Ace Hardwar		0000		INV	11/29/2024	498897/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42010			SewerReclm	Supplies			44.98		
								44.98		
10410	Faribault Ace Hardwar		0000		INV	11/30/2024	498946/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Lib Fac 44010			Lib Fac	Bldg Maint			8.99		
								8.99		
10410	Faribault Ace Hardwar		0000		INV	11/21/2024	498551/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42010			SewerReclm	Supplies			66.14		
								66.14		
10410	Faribault Ace Hardwar		0000		INV	11/24/2024	498699/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire 42010			Fire	Supplies			12.99		
								12.99		
10410	Faribault Ace Hardwar		0000		INV	11/30/2024	498962/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 42010			Water	Supplies			51.27		
								51.27		

Report generated: 11/26/2024 09:35:17
User: Pamela Davidson (PDavidson)
Program ID: apwarnt

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 112624PD 11/26/2024
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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							CHECK TOTAL	375.50		
10075	Faribault Fleet Suppl		0000		EFT	11/17/2024	062174			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrColl 42010			Sewer Coll	Supplies			97.41		
										97.41
10075	Faribault Fleet Suppl		0000		EFT	11/20/2024	062203			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies			6.78		
										6.78
10075	Faribault Fleet Suppl		0000		EFT	11/27/2024	062432			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies			23.22		
										23.22
10075	Faribault Fleet Suppl		0000		EFT	11/27/2024	062454			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 42010			SewerReclm	Supplies			15.57		
										15.57
10075	Faribault Fleet Suppl		0000		EFT	11/23/2024	062331			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 EqMaint 42010			EqMaint	Supplies			13.49		
										13.49
10075	Faribault Fleet Suppl		0000		EFT	11/28/2024	062487			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42120			StrMaint	Motor Fuel			116.60		
										116.60
10075	Faribault Fleet Suppl		0000		EFT	11/30/2024	062553			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies			20.00		
										20.00
10075	Faribault Fleet Suppl		0000		EFT	11/30/2024	062552			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies			57.98		
										57.98
10075	Faribault Fleet Suppl		0000		EFT	11/28/2024	062475			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42010			P&Tmaint	Supplies			45.98		
										45.98

City of Faribault



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Detail Invoice List

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CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10075	Faribault Fleet Suppl	0000		EFT	11/24/2024	062355				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrColl 42120		Sewer Coll	Motor Fuel		46.44				
							46.44			
10075	Faribault Fleet Suppl	0000		EFT	12/25/2024	063328				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Engineer 42010		Engineer	Supplies		1.12				
							1.12			
10075	Faribault Fleet Suppl	0000		EFT	12/07/2024	062752				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 EqMaint 42010		EqMaint	Supplies		59.98				
							59.98			
10075	Faribault Fleet Suppl	0000		EFT	12/05/2024	062692				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 StrMaint 42010		StrMaint	Supplies		41.98				
							41.98			
						CHECK TOTAL	546.55			
10757	Faribault Post Office	0000		INV	11/30/2024	246				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 43220		Water	Postage		1,354.90				
	2 Storm 43220		Storm Wtr	Postage		1,354.91				
	3 SwrRecl 43220		SewerReclm	Postage		1,354.91				
							4,064.72			
						CHECK TOTAL	4,064.72			
10413	Faribault Rental Equi	0000		INV	11/23/2024	593892				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Water 42210		Water	VehEqParts		15.48				
							15.48			
10413	Faribault Rental Equi	0000		INV	11/21/2024	593891				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Storm 42210		Storm Wtr	VehEqParts		7.99				
							7.99			
						CHECK TOTAL	23.47			

CLAIMS LIST REPORT**Detail Invoice List**

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CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10417	Faribo Plumbing & Hea	0000		EFT	11/22/2024	25378			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 42210		SewerReclm	VehEqParts		971.00	971.00		
10417	Faribo Plumbing & Hea	0000		EFT	12/19/2024	4542			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Water 44050		Water	EOMaint		16,500.00	16,500.00		
10417	Faribo Plumbing & Hea	0000		EFT	12/06/2024	25414			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Water 44010		Water	Bldg Maint		1,950.00	1,950.00		
						CHECK TOTAL	19,421.00		
10583	Ferguson Enterprises	0000		INV	10/31/2024	0272041			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrColl 42410		Sewer Coll	MinorEquip		1,008.00	1,008.00		
						CHECK TOTAL	1,008.00		
10421	Fette Electronics Inc	0000		EFT	11/17/2024	10984			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Lib Fac 44010		Lib Fac	Bldg Maint		395.00	395.00		
						CHECK TOTAL	395.00		
10763	Fieldstone Family Hom	0000		INV	11/28/2024	398			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 101 22000		General	Deposits		1,000.00	1,000.00		
10763	Fieldstone Family Hom	0000		INV	11/28/2024	401			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 101 22000		General	Deposits		1,000.00	1,000.00		
						CHECK TOTAL	2,000.00		

City of Faribault



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Detail Invoice List

CHECK RUN: 112624PD 11/26/2024

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10765	Fitzgerald Excavating		0000		INV	12/04/2024	2023-15 Final Pay			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrImp	45300		Street Imp	Impr Other		3,509.00			
								3,509.00		
							CHECK TOTAL	3,509.00		
10441	Geiger		0000		EFT	11/29/2024	5692890			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	42180		Water	Uniforms		129.54			
								129.54		
							CHECK TOTAL	129.54		
10777	Glenn's Service LLC		0000		INV	11/08/2024	42483			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	44040		Police	MachEqRpr		120.00			
								120.00		
10777	Glenn's Service LLC		0000		INV	11/16/2024	42518			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	44040		Police	MachEqRpr		80.00			
								80.00		
							CHECK TOTAL	200.00		
10438	Gopher State One Call		0000		EFT	12/01/2024	4100394			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	43090		Water	ProfSrv		108.90			
	2 SwrColl	43090		Sewer Coll	ProfSrv		108.90			
	3 Storm	43090		Storm Wtr	ProfSrv		108.90			
								326.70		
							CHECK TOTAL	326.70		
10439	Grainger Inc		0000		EFT	11/24/2024	819655291			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire	42410		Fire	MinorEquip		1,357.86			
								1,357.86		
							CHECK TOTAL	1,357.86		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 112624PD 11/26/2024

DUE DATE: 11/26/2024

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10782	Graphic Solutions Gro		0000		INV	12/18/2024	8114361-02			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrSign	42240		Sign Sig	StMaintMat			501.87		
								501.87		
10782	Graphic Solutions Gro		0000		INV	11/20/2024	8114361-00			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrSign	42240		Sign Sig	StMaintMat			240.68		
								240.68		
10782	Graphic Solutions Gro		0000		INV	11/20/2024	8114532-01			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrSign	42240		Sign Sig	StMaintMat			537.45		
								537.45		
10782	Graphic Solutions Gro		0000		INV	12/05/2024	8115310-00			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrSign	42010		Sign Sig	Supplies			1,190.00		
								1,190.00		
							CHECK TOTAL	2,470.00		
10783	Greystone Constructio		0000		INV	11/28/2024	400			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 101	22000		General	Deposits			500.00		
								500.00		
							CHECK TOTAL	500.00		
10001	Guardian Fleet Safety		0000		EFT	11/17/2024	301127			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	42210		Police	VehEqParts			13,158.45		
								13,158.45		
10001	Guardian Fleet Safety		0000		EFT	11/23/2024	301154			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	42210		Police	VehEqParts			19,278.63		
								19,278.63		
10001	Guardian Fleet Safety		0000		EFT	11/24/2024	301170			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police	42210		Police	VehEqParts			8,885.80		
								8,885.80		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 112624PD 11/26/2024

DUE DATE: 11/26/2024

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10001	Guardian Fleet Safety	0000		EFT	11/27/2024	301183					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 42210		Police	VehEqParts		21.43					
						21.43					
						CHECK TOTAL	41,344.31				
10786	Hagen Christensen & M	0000		EFT	12/04/2024	2342.02-3					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 PrkInd 45200		Prk Dedic	BldgImprov		2,000.00					
						2,000.00					
						CHECK TOTAL	2,000.00				
10447	Harry Brown's LLC	0000		EFT	11/24/2024	528					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 44040		Police	MachEqRpr		428.30					
						428.30					
						CHECK TOTAL	428.30				
10449	Hawkins Inc	0000		EFT	12/15/2024	6915287					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Aquatic 42160		AquaticCtr	Chem&Prod		30.00					
						30.00					
10449	Hawkins Inc	0000		EFT	11/17/2024	6896054					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42160		Water	Chem&Prod		3,383.44					
						3,383.44					
10449	Hawkins Inc	0000		EFT	11/28/2024	6903402					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 42160		Water	Chem&Prod		4,739.05					
						4,739.05					
						CHECK TOTAL	8,152.49				
10450	Healy Construction Co	0000		INV	12/04/2024	2024-01					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrImp 44050		Street Imp	EOMaint		6,457.49					
						6,457.49					
						CHECK TOTAL	6,457.49				

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 112624PD 11/26/2024

DUE DATE: 11/26/2024

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10983	Heselton Construction	0000		INV	11/30/2024	29429					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 44050		Water	EOMaint		1,591.00					
							1,591.00				
10983	Heselton Construction	0000		INV	11/17/2024	29419					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Water 44050		Water	EOMaint		1,420.35					
							1,420.35				
							3,011.35				
	CHECK TOTAL										
10462	Huber Technology Inc	0000		EFT	11/28/2024	CD10027649					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 42210		SewerReclm	VehEqParts		1,672.19					
							1,672.19				
							1,672.19				
	CHECK TOTAL										
10229	ICON LLC	0000		EFT	12/04/2024	2022-07 Pay 5					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrImp 43090		Street Imp	ProfSvc		43,755.91					
							43,755.91				
							43,755.91				
	CHECK TOTAL										
10188	Imperial Supplies Hol	0000		EFT	11/02/2024	I001BG4651					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CP PW 45400		CP PW	Mach&Equip		1,359.18					
							1,359.18				
							1,359.18				
	CHECK TOTAL										
10472	Innovative Office Sol	0000		EFT	11/28/2024	IN4679571					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Library 42010		Library	Supplies		85.07					
							85.07				
							85.07				
10472	Innovative Office Sol	0000		EFT	11/23/2024	IN4676214					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 42010		Police	Supplies		133.74					
							133.74				
							133.74				

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 112624PD 11/26/2024

DUE DATE: 11/26/2024

CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10472	Innovative Office Sol	0000		EFT	11/29/2024	IN4680822					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 42010		Police	Supplies			312.79				
							312.79				
10472	Innovative Office Sol	0000		EFT	12/04/2024	IN4684540					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 CC Admin 42010		CC Admin	Supplies			24.13				
							24.13				
10472	Innovative Office Sol	0000		EFT	12/07/2024	IN4688045					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fin 42010		Finance	Supplies			8.48				
							8.48				
						CHECK TOTAL	564.21				
10473	Insty-Prints	0000		EFT	11/07/2024	162399					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Police 41010		Police	FTEmployee			129.20				
							129.20				
						CHECK TOTAL	129.20				
11009	Jacob Warner	0000		EFT	11/01/2024	546					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 43140		SewerReclm	Train&Ed			20.00				
							20.00				
						CHECK TOTAL	20.00				
10478	John Henry Foster MN	0000		EFT	11/22/2024	10729786-00					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 44050		SewerReclm	EOMaint			699.50				
							699.50				
10478	John Henry Foster MN	0000		EFT	12/01/2024	10685399-04					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 SwrRecl 44050		SewerReclm	EOMaint			1,692.26				
							1,692.26				
						CHECK TOTAL	2,391.76				

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 112624PD 11/26/2024

DUE DATE: 11/26/2024

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
11007	Joseph Schull	0000		EFT	11/01/2024	545				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 SwrRecl 43140		SewerReclm	Train&Ed		20.00				
							20.00			
						CHECK TOTAL	20.00			
11005	Kanopy Inc	0000		INV	11/30/2024	424244-PPU				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 43096		Library	OnLineRes		54.00				
							54.00			
						CHECK TOTAL	54.00			
10480	Kelly Auto Parts	0000		INV	11/20/2024	232000				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Police 42210		Police	VehEqParts		65.00				
							65.00			
						CHECK TOTAL	65.00			
10481	Kennedy & Graven Char	0000		EFT	12/06/2024	184455				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Airport 43040		Airport	LegalCivil		151.60				
	4 CodeInsp 43040		Code/Insp	LegalCivil		341.10				
	5 EDA 43040		EDA	LegalCivil		491.40				
	7 HR 43040		HR	LegalCivil		3,470.00				
	9 Legal 43040		Legal	LegalCivil		18,758.15				
							23,212.25			
10481	Kennedy & Graven Char	0000		EFT	11/07/2024	183908				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 HRA 43040		Frbt HRA	LegalCivil		530.20				
							530.20			
						CHECK TOTAL	23,742.45			
10274	Keystone Interpreting	0000		EFT	12/06/2024	1302-00021				
	ACCOUNT DETAIL					LINE AMOUNT				
	1 Library 43090		Library	ProfSrv		151.80				
							151.80			
						CHECK TOTAL	151.80			

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 112624PD 11/26/2024

DUE DATE: 11/26/2024

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10099	Loffler Companies Inc		0000		INV	11/28/2024	4845702			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Admin 43091			Admin	ProfServAI			2.60		
	2 CC Admin 43091			CC Admin	ProfServAI			11.94		
	5 Fin 43091			Finance	ProfServAI			36.14		
	6 HR 43091			HR	ProfServAI			29.41		
	7 Library 43091			Library	ProfServAI			33.85		
	9 Police 43091			Police	EProfSvcA			174.20		
	10 PWAdmin 43091			PW Admin	ProfServAI			17.29		
	13 SwrRecl 43091			SewerReclm	ProfServAI			28.15		
	14 Water 43091			Water	ProfServAI			8.49		
								342.07		
10099	Loffler Companies Inc		0000		INV	12/01/2024	4849067			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CH Fac 44160			CH Maint	Rents			186.29		
								186.29		
10099	Loffler Companies Inc		0000		INV	12/01/2024	4849068			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CodeInsp 44160			Code/Insp	Rents			34.92		
								34.92		
10099	Loffler Companies Inc		0000		INV	12/01/2024	4849069			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CEDAdmin44160			CED Admin	Rents			54.90		
	2 Planning 44160			P & Z	Rents			54.90		
								109.80		
10099	Loffler Companies Inc		0000		INV	12/01/2024	4849070			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 44160			Water	Rents			47.29		
								47.29		
							CHECK TOTAL	720.37		
10043	Lube-Tech & Partners		0000		INV	11/30/2024	3648751			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42120			P&Tmaint	Motor Fuel			352.14		
								352.14		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 112624PD 11/26/2024

DUE DATE: 11/26/2024

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10043	Lube-Tech & Partners		0000		INV	11/23/2024	3641959			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	StrMaint 42120		StrMaint	Motor Fuel			1,289.21		
	2	Water 42120		Water	Motor Fuel			386.76		
	3	SwrColl 42120		Sewer Coll	Motor Fuel			386.76		
	4	Parks 42120		P&Tmaint	Motor Fuel			515.68		
								2,578.41		
							CHECK TOTAL	2,930.55		
10140	MacQueen Equipment LL		0000		EFT	11/20/2024	P60516			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	SwrColl 44050		Sewer Coll	EOMaint			1,500.75		
								1,500.75		
10140	MacQueen Equipment LL		0000		EFT	11/30/2024	P38223			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Fire 42410		Fire	MinorEquip			560.99		
								560.99		
							CHECK TOTAL	2,061.74		
10539	Magtech Ammunition Co		0000		INV	11/01/2024	44889			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Police 42010		Police	Supplies			2,040.00		
								2,040.00		
							CHECK TOTAL	2,040.00		
10542	Manke's Outdoor Eqt &		0000		EFT	11/30/2024	P15615			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	Parks 42010		P&Tmaint	Supplies			20.91		
								20.91		
							CHECK TOTAL	20.91		

CLAIMS LIST REPORT**Detail Invoice List**

CHECK RUN: 112624PD 11/26/2024

DUE DATE: 11/26/2024

CASH ACCOUNT: Treasury 10100		Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10845	Metronet Holdings LLC	0000		EFT	12/02/2024	460				
ACCOUNT DETAIL						LINE AMOUNT				
1	Admin 43250		Admin	Other Comm		40.33				
2	Airport 43250		Airport	Other Comm		208.24				
3	Aquatic 43250		AquaticCtr	Other Comm		429.63				
4	CC Admin 43250		CC Admin	Other Comm		223.53				
5	CEDAdmin 43250		CED Admin	Other Comm		483.97				
6	CH Fac 43250		CH Maint	Other Comm		60.51				
7	Council 43250		Council	Other Comm		20.17				
8	Engineer 43250		Engineer	Other Comm		216.21				
9	EqMaint 43250		EqMaint	Other Comm		116.43				
10	Fin 43250		Finance	Other Comm		121.02				
11	Fire 43250		Fire	Other Comm		210.01				
12	Fire Fac 43250		Fire Fac	Other Comm		200.00				
13	HR 43250		HR	Other Comm		70.03				
14	IT 43250		IT	Other Comm		1,251.03				
15	Library 43250		Library	Other Comm		577.89				
16	Parks 43250		P&Tmaint	Other Comm		83.30				
17	Planning 43250		P & Z	Other Comm		40.33				
18	Pol Fac 43250		Pol Fac	Other Comm		136.50				
19	Police 43250		Police	Other Comm		1,533.13				
20	PWAdmin 43250		PW Admin	Other Comm		1,278.03				
21	Storm 43250		Storm Wtr	Other Comm		20.17				
22	StrMaint 43250		StrMaint	Other Comm		159.09				
23	SwrColl 43250		Sewer Coll	Other Comm		83.30				
24	SwrRecl 43250		SewerReclm	Other Comm		411.55				
25	Water 43250		Water	Other Comm		294.93				
26	Wshngtn 43250		Wshngtn	Other Comm		60.51				
						CHECK TOTAL	8,329.84			
							8,329.84			
10543	Midwest Tape LLC	0000		EFT	12/01/2024	506271039				
ACCOUNT DETAIL						LINE AMOUNT				
1	Library 42192		Library	Audio Vis		78.81				
							78.81			
10543	Midwest Tape LLC	0000		EFT	12/01/2024	506271121				
ACCOUNT DETAIL						LINE AMOUNT				
1	Library 42192		Library	Audio Vis		74.98				

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 112624PD 11/26/2024

DUE DATE: 11/26/2024

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
								74.98		
10543	Midwest Tape LLC		0000		EFT	11/17/2024	506205727			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42192			Library	Audio Vis			52.76		
								52.76		
10543	Midwest Tape LLC		0000		EFT	11/17/2024	506205729			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42192			Library	Audio Vis			175.96		
								175.96		
10543	Midwest Tape LLC		0000		EFT	11/30/2024	506273584			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 43096			Library	OnLineRes			799.84		
								799.84		
							CHECK TOTAL	1,182.35		
10851	Minnesota Ag Power In		0000		INV	11/30/2024	10279683			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42210			StrMaint	VehEqParts			181.42		
								181.42		
							CHECK TOTAL	181.42		
11001	Minnesota Department		0000		INV	12/21/2024	380			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 101 20110			General	Unclm Pro			36.42		
	2 601 20110			Water	Unclm Pro			1,336.51		
								1,372.93		
							CHECK TOTAL	1,372.93		
11003	Minnesota Department		0000		INV	11/25/2024	ABR0341109X			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 PW Fac 44010			PW Fac	Bldg Maint			20.00		
								20.00		
							CHECK TOTAL	20.00		
10523	Minnesota Valley Test		0000		EFT	11/23/2024	1277559			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 43090			SewerReclm	ProfSrv			484.00		
								484.00		

Report generated: 11/26/2024 09:35:17
 User: Pamela Davidson (PDavidson)
 Program ID: apwarnt

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 112624PD 11/26/2024

DUE DATE: 11/26/2024

CASH ACCOUNT: Treasury 10100				Cash						
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10523	Minnesota Valley Test		0000		EFT	11/23/2024	1277605			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 43090			SewerReclm	ProfSrv		234.00			
								234.00		
10523	Minnesota Valley Test		0000		EFT	11/27/2024	1278043			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 43090			SewerReclm	ProfSrv		234.00			
								234.00		
10523	Minnesota Valley Test		0000		EFT	11/30/2024	1278723			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 43090			SewerReclm	ProfSrv		484.00			
								484.00		
10523	Minnesota Valley Test		0000		EFT	11/30/2024	1278773			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 43090			SewerReclm	ProfSrv		234.00			
								234.00		
10523	Minnesota Valley Test		0000		EFT	11/30/2024	1278789			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 43090			SewerReclm	ProfSrv		234.00			
								234.00		
10523	Minnesota Valley Test		0000		EFT	12/07/2024	1279896			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 43090			SewerReclm	ProfSrv		484.00			
								484.00		
10523	Minnesota Valley Test		0000		EFT	12/07/2024	1279925			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 43090			SewerReclm	ProfSrv		234.00			
								234.00		
10523	Minnesota Valley Test		0000		EFT	12/08/2024	1280114			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 43090			SewerReclm	ProfSrv		234.00			
								234.00		
							CHECK TOTAL	2,856.00		
10090	Motor Parts & Equipme		0000		EFT	11/08/2024	988194			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42210			Police	VehEqParts		35.23			
								35.23		

CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 112624PD 11/26/2024

DUE DATE: 11/26/2024

CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10090	Motor Parts & Equipme	0000		EFT	11/30/2024	990254			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 42120		SewerReclm	Motor Fuel		9.67			
							9.67		
10090	Motor Parts & Equipme	0000		EFT	11/20/2024	989313			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 42210		SewerReclm	VehEqParts		66.62			
							66.62		
10090	Motor Parts & Equipme	0000		EFT	11/29/2024	990164			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 42210		SewerReclm	VehEqParts		102.39			
							102.39		
10090	Motor Parts & Equipme	0000		EFT	11/30/2024	990247			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 42120		SewerReclm	Motor Fuel		63.64			
							63.64		
10090	Motor Parts & Equipme	0000		EFT	11/30/2024	990272			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 42010		SewerReclm	Supplies		46.68			
							46.68		
10090	Motor Parts & Equipme	0000		EFT	12/04/2024	990554			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 StrMaint 42210		StrMaint	VehEqParts		15.65			
							15.65		
10090	Motor Parts & Equipme	0000		EFT	12/01/2024	990360			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 EqMaint 42010		EqMaint	Supplies		125.29			
							125.29		
10090	Motor Parts & Equipme	0000		INV	11/28/2024	990073			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Fire 42230		Fire	Bldg Supp		175.60			
							175.60		
10090	Motor Parts & Equipme	0000		EFT	12/07/2024	990946			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 StrMaint 42210		StrMaint	VehEqParts		154.98			
							154.98		
						CHECK TOTAL	795.75		

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 112624PD 11/26/2024

DUE DATE: 11/26/2024

CASH ACCOUNT: Treasury 10100				Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
10875	Office of MNIT Servic		0000		INV	10/13/2024	W24080484				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 Police	43090		Police	ProfSrv		773.85				
								773.85			
10875	Office of MNIT Servic		0000		INV	11/10/2024	W24090485				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 Police	43090		Police	ProfSrv		618.65				
								618.65			
							CHECK TOTAL	1,392.50			
10559	On Target A & M Inc		0000		EFT	12/13/2024	1779001				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 Water	43090		Water	ProfSrv		288.02				
	2 SwrRecl	43090		SewerReclm	ProfSrv		288.02				
	3 Storm	43090		Storm Wtr	ProfSrv		288.01				
								864.05			
							CHECK TOTAL	864.05			
10580	Paape Companies Inc		0000		EFT	11/29/2024	115291				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 CC Fac	44010		CC Fac	Bldg Maint		264.70				
								264.70			
							CHECK TOTAL	264.70			
10581	The PERCS Index Inc		0000		INV	09/12/2024	32096				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 Police	43095		Police	SoftwrSupp		950.00				
								950.00			
							CHECK TOTAL	950.00			
10228	PVS Technologies Inc		0000		EFT	11/24/2024	366940				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 SwrRecl	42160		SewerReclm	Chem&Prod		10,763.66				
								10,763.66			
10228	PVS Technologies Inc		0000		EFT	12/01/2024	367394				
	ACCOUNT DETAIL						LINE AMOUNT				
	1 SwrRecl	42160		SewerReclm	Chem&Prod		10,735.21				
								10,735.21			

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 Program ID: apwarnt

City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 112624PD 11/26/2024

DUE DATE: 11/26/2024

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							CHECK TOTAL	21,498.87		
10587	Quality Appliance Inc		0000		EFT	11/01/2024	11160A-C			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 44050			Library	EOMaint			119.00		
										119.00
10587	Quality Appliance Inc		0000		EFT	11/03/2024	10024007-1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 42410			Library	MinorEquip			824.50		
										824.50
							CHECK TOTAL	943.50		
10588	Quality Aviation Inc		0000		EFT	12/01/2024	247			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Airport 43090			Airport	ProfSvc			2,083.33		
	2 Airport 43090			Airport	ProfSvc			1,416.67		
										3,500.00
							CHECK TOTAL	3,500.00		
10139	Quality Forklift Sale		0000		INV	11/20/2024	P04183			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42210			P&Tmaint	VehEqParts			18.96		
										18.96
							CHECK TOTAL	18.96		
10591	RC Bliss Inc		0000		EFT	11/28/2024	6109142/1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 StrMaint 42210			StrMaint	VehEqParts			563.42		
										563.42
10591	RC Bliss Inc		0000		EFT	11/27/2024	5029809			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Fire 42210			Fire	VehEqParts			99.90		
										99.90
10591	RC Bliss Inc		0000		EFT	11/24/2024	5029805			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 42210			Water	VehEqParts			74.93		
										74.93
							CHECK TOTAL	738.25		

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City of Faribault



CLAIMS LIST REPORT

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10594	Rent 'N' Save Portabl		0000		EFT	11/30/2024	80568			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 44160			P&Tmaint	Rents			52.00		
								52.00		
10594	Rent 'N' Save Portabl		0000		INV	11/30/2024	80567			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 44160			P&Tmaint	Rents			669.55		
								669.55		
10594	Rent 'N' Save Portabl		0000		EFT	10/30/2024	80566			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 44160			P&Tmaint	Rents			704.30		
								704.30		
							CHECK TOTAL	1,425.85		
111000	Rice County		0000		INV	12/21/2024	527			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Roberds 44371			Roberds Lk	SwrChrgCol			8,666.55		
								8,666.55		
							CHECK TOTAL	8,666.55		
10998	Rice County Highway D		0000		INV	10/30/2024	1412			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Parks 42120			P&Tmaint	Motor Fuel			2,472.70		
								2,472.70		
							CHECK TOTAL	2,472.70		
10601	Rivercity Refrigerati		0000		INV	11/11/2024	2082			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 PW Fac 44010			PW Fac	Bldg Maint			115.00		
								115.00		
							CHECK TOTAL	115.00		
10995	Robert Harris III		0000		EFT	12/08/2024	269			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 EDA 43310			EDA	Travel Exp			157.79		
								157.79		
							CHECK TOTAL	157.79		

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City of Faribault



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DUE DATE: 11/26/2024

CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
11004	Robert W Carlstrom	0000		INV	11/29/2024	487			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 PrkInd 45200		Prk Dedic	BldgImprov		307,220.50			
							307,220.50		
						CHECK TOTAL	307,220.50		
10077	S.J. Electro Systems	0000		INV	11/21/2024	CD99546521			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 SwrRecl 43090		SewerReclm	ProfSrv		675.00			
							675.00		
						CHECK TOTAL	675.00		
10161	Safe-Fast Inc	0000		EFT	11/17/2024	INV298470			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Water 42160		Water	Chem&Prod		448.50			
							448.50		
						CHECK TOTAL	448.50		
10296	Sanity Solutions Inc	0000		EFT	12/20/2024	INV211969			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 IT 43095		IT	SoftwrSupp		32,460.00			
							32,460.00		
						CHECK TOTAL	32,460.00		
10193	Walter D Schirmer	0000		EFT	10/30/2024	1249			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Lib Fac 44010		Lib Fac	Bldg Maint		395.00			
							395.00		
						CHECK TOTAL	395.00		
10612	Selco	0000		EFT	11/23/2024	052820			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 Library 42010		Library	Supplies		546.86			
							546.86		
						CHECK TOTAL	546.86		

CLAIMS LIST REPORT

Detail Invoice List

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CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10614	Sherwin Williams Comp	0000		INV	11/30/2024	5765-5					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Parks 42010		P&Tmaint	Supplies		27.98				27.98	
						CHECK TOTAL	27.98			27.98	
10628	SHI International Cor	0000		EFT	12/18/2024	B19063054					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 HR 43095		HR	SoftwrSupp		114.84				114.84	
						CHECK TOTAL	114.84			114.84	
10166	Sign Solutions USA LL	0000		EFT	11/30/2024	414632					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 StrSign 42240		Sign Sig	StMaintMat		2,274.59				2,274.59	
						CHECK TOTAL	2,274.59			2,274.59	
10927	Skyberg Sales LLC	0000		INV	11/28/2024	399					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 101 22000		General	Deposits		1,000.00				1,000.00	
						CHECK TOTAL	1,000.00			1,000.00	
10626	SNA Sports Group LLC	0000		EFT	10/10/2024	30801					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Adult 42010		Adult	Supplies		348.00				348.00	
						CHECK TOTAL	348.00			348.00	
10994	Snap-On Industrial	0000		INV	11/28/2024	ARV/62962559					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 EqMaint 42010		EqMaint	Supplies		16.50				16.50	
10994	Snap-On Industrial	0000		INV	11/07/2024	ARS/17285174					
	ACCOUNT DETAIL					LINE AMOUNT					
	1 Fire 43090		Fire	ProfSrv		130.00				130.00	

City of Faribault



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Detail Invoice List

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DUE DATE: 11/26/2024

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							CHECK TOTAL	146.50		
10930	South Metro SWAT		0000		INV	11/20/2024	497			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 43140			Police	Train&Ed			507.61		
								507.61		
							CHECK TOTAL	507.61		
10024	Stantec Consulting Se		0000		EFT	11/24/2024	2301713			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrColl 43090			Sewer Coll	ProfSrv			968.00		
								968.00		
							CHECK TOTAL	968.00		
10108	Star Sports & Apparel		0000		INV	10/24/2024	2DZXCWS69BXJC			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 HR 42180			HR	Uniforms			146.50		
								146.50		
							CHECK TOTAL	146.50		
10056	Steele Waseca Coop El		0000		INV	10/12/2024	310			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Airport 43810			Airport	Elec Util			1,326.53		
	2 StrLight 43810			StrLight	Elec Util			122.52		
	3 SwrColl 43810			Sewer Coll	Elec Util			411.15		
	4 SwrRecl 43810			SewerReclm	Elec Util			62.28		
	5 Water 43810			Water	Elec Util			283.27		
								2,205.75		
10056	Steele Waseca Coop El		0000		INV	12/18/2024	311			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Airport 43810			Airport	Elec Util			1,463.79		
	2 StrLight 43810			StrLight	Elec Util			161.83		
	3 SwrColl 43810			Sewer Coll	Elec Util			473.41		
	4 SwrRecl 43810			SewerReclm	Elec Util			68.45		
	5 Water 43810			Water	Elec Util			281.28		
	6 Water 43810			Water	Elec Util			-81.72		
								2,367.04		
							CHECK TOTAL	4,572.79		

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City of Faribault



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Detail Invoice List

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DUE DATE: 11/26/2024

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10620	Streicher's Inc		0000		INV	11/06/2024	11722694			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 42180			Police	Uniforms			338.97		
								338.97		
							CHECK TOTAL	338.97		
10950	T-Mobile		0000		INV	11/30/2024	122			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Library 43096			Library	OnLineRes			95.62		
								95.62		
10950	T-Mobile		0000		INV	11/22/2024	9584025958			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Police 43090			Police	ProfSrv			150.00		
								150.00		
							CHECK TOTAL	245.62		
10098	Team Laboratory Chemi		0000		EFT	11/27/2024	INV0043937			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrColl 42160			Sewer Coll	Chem&Prod			4,750.00		
								4,750.00		
							CHECK TOTAL	4,750.00		
10635	Temple Electric Motor		0000		EFT	12/06/2024	RI-3568			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl 44040			SewerReclm	MachEqRpr			1,920.00		
								1,920.00		
							CHECK TOTAL	1,920.00		
10650	Titan Machinery		0000		EFT	11/21/2024	PS0516245-1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 42120			Water	Motor Fuel			410.00		
								410.00		
10650	Titan Machinery		0000		EFT	11/17/2024	PS0500721-1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water 42210			Water	VehEqParts			74.93		
								74.93		
							CHECK TOTAL	484.93		

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City of Faribault



CLAIMS LIST REPORT

Detail Invoice List

CHECK RUN: 112624PD 11/26/2024
DUE DATE: 11/26/2024

CASH ACCOUNT: Treasury 10100		Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10133	Truck Center Companie	0000		EFT	12/07/2024	XA304174313:01			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 StrMaint 42210		StrMaint	VehEqParts			53.80		
							53.80		
10133	Truck Center Companie	0000		EFT	12/13/2024	XA304174577:01			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 StrMaint 42210		StrMaint	VehEqParts			487.96		
							487.96		
						CHECK TOTAL	541.76		
10222	Tyler Technologies In	0000		EFT	11/30/2024	045-491671			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 CP Govt 44050		CP Govt	EOMaint			19,110.00		
							19,110.00		
10222	Tyler Technologies In	0000		EFT	11/30/2024	045-491779			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 CP Govt 44050		CP Govt	EOMaint			2,396.00		
							2,396.00		
10222	Tyler Technologies In	0000		EFT	11/23/2024	045-491002			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 CP Govt 44050		CP Govt	EOMaint			20,755.00		
							20,755.00		
10222	Tyler Technologies In	0000		EFT	11/13/2024	045-489670			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 CP Govt 44050		CP Govt	EOMaint			2,143.00		
							2,143.00		
10222	Tyler Technologies In	0000		EFT	11/15/2024	045-490173			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 CP Govt 44050		CP Govt	EOMaint			5,216.00		
							5,216.00		
10222	Tyler Technologies In	0000		EFT	11/15/2024	045-490172			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 CP Govt 44050		CP Govt	EOMaint			1,304.00		
							1,304.00		
						CHECK TOTAL	50,924.00		

City of Faribault



CLAIMS LIST REPORT

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CASH ACCOUNT: Treasury		10100	Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10655	Union Pacific Railroa		0000		EFT	12/11/2024	90140480			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 PrkInd	45300		Prk Dedic	Impr Other		1,858.71			
								1,858.71		
							CHECK TOTAL	1,858.71		
10652	Universal Truck Equip		0000		INV	11/27/2024	63882			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CP PW	45400		CP PW	Mach&Equip		30,453.00			
								30,453.00		
							CHECK TOTAL	30,453.00		
10656	Utility Consultants I		0000		EFT	11/29/2024	121854			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 SwrRecl	43090		SewerReclm	ProfSrv		1,418.85			
								1,418.85		
10656	Utility Consultants I		0000		EFT	11/30/2024	121949			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 Water	43090		Water	ProfSrv		589.05			
								589.05		
							CHECK TOTAL	2,007.90		
10980	Valley Staffing Inc		0000		INV	12/02/2024	5531486			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CEDAdmin	43090		CED Admin	ProfSrv		479.33			
								479.33		
10980	Valley Staffing Inc		0000		INV	12/19/2024	5534776			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 CEDAdmin	43090		CED Admin	ProfSrv		1,210.44			
								1,210.44		
							CHECK TOTAL	1,689.77		

City of Faribault



CLAIMS LIST REPORT

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CASH ACCOUNT: Treasury 10100		Cash									
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
10959	Verizon Wireless	0000		INV	11/27/2024	9977459782					
ACCOUNT DETAIL						LINE AMOUNT					
5	Comms 43210		Communicat	Telephone			40.01				
6	Engineer 43210		Engineer	Telephone			40.01				
13	Police 43210		Police	Telephone			590.17				
14	PWAdmin 43210		PW Admin	Telephone			116.64				
17	SwrColl 43210		Sewer Coll	Telephone			68.50				
18	Water 43210		Water	Telephone			110.84				
						CHECK TOTAL	966.17				
							966.17				
11006	Vertex Unmanned Solut	0000		INV	11/06/2024	3568					
ACCOUNT DETAIL						LINE AMOUNT					
1	Police 42010		Police	Supplies			567.00				
						CHECK TOTAL	567.00				
							567.00				
10964	Wal-Mart	0000		INV	10/10/2024	734254574354860					
ACCOUNT DETAIL						LINE AMOUNT					
1	Fire 42010		Fire	Supplies			79.75				
							79.75				
10964	Wal-Mart	0000		INV	11/02/2024	364277743241131					
ACCOUNT DETAIL						LINE AMOUNT					
1	Police 42010		Police	Supplies			219.05				
							219.05				
10964	Wal-Mart	0000		INV	11/22/2024	354297674411172					
ACCOUNT DETAIL						LINE AMOUNT					
1	SwrColl 42010		Sewer Coll	Supplies			112.23				
							112.23				
10964	Wal-Mart	0000		INV	12/15/2024	994320596840058					
ACCOUNT DETAIL						LINE AMOUNT					
1	Police 42010		Police	Supplies			88.06				
						CHECK TOTAL	88.06				
							499.09				
10662	Waste Management of W	0000		INV	11/30/2024	7352469-4830-2					
ACCOUNT DETAIL						LINE AMOUNT					
1	CC Fac 43840		CC Fac	RefuseDisp			436.08				

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City of Faribault



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Detail Invoice List

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DUE DATE: 11/26/2024

CASH ACCOUNT: Treasury 10100			Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK		
					CHECK TOTAL	436.08				
						436.08				
10666	Water Conservation Se	0000	EFT	11/21/2024	14350					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 Water 44050	Water	EOMaint			6,240.00				
							6,240.00			
					CHECK TOTAL	6,240.00				
10670	Witte Brothers Inc	0000	INV	08/21/2024	51064					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 Parks 44050	P&Tmaint	EOMaint			2,019.20				
							2,019.20			
10670	Witte Brothers Inc	0000	INV	09/01/2024	51183					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 Parks 44050	P&Tmaint	EOMaint			377.63				
							377.63			
10670	Witte Brothers Inc	0000	INV	09/21/2024	51223					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 Parks 42010	P&Tmaint	Supplies			336.00				
							336.00			
10670	Witte Brothers Inc	0000	INV	08/09/2024	51039					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 Parks 42010	P&Tmaint	Supplies			280.00				
							280.00			
					CHECK TOTAL	3,012.83				
10249	WSB & Associates Inc	0000	EFT	11/20/2024	R-026803-000-1					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 Water 43090	Water	ProfSrv			768.00				
	2 Storm 43090	Storm Wtr	ProfSrv			768.00				
	3 SwrColl 43090	Sewer Coll	ProfSrv			770.00				
							2,306.00			
10249	WSB & Associates Inc	0000	EFT	11/20/2024	R-026865-000-1					
	ACCOUNT DETAIL				LINE AMOUNT					
	1 StrImp 43090	Street Imp	ProfSrv			2,182.50				
							2,182.50			

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CASH ACCOUNT: Treasury 10100			Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10249	WSB & Associates Inc		0000		EFT	12/18/2024	R-026306-000-1			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	PrkInd 45200		Prk Dedic	BldgImprov		6,370.00			
								6,370.00		
							CHECK TOTAL	10,858.50		
10973	Xcel Energy		0000		INV	12/11/2024	902325930			
	ACCOUNT DETAIL						LINE AMOUNT			
	1	StrLight 43810		StrLight	Elec Util		21.02			
								21.02		
							CHECK TOTAL	21.02		
286	INVOICES						WARRANT TOTAL	1,748,840.65	1,748,840.65	



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: November 26, 2024
SUBJECT: Accept Seasonal Bids for Miscellaneous Materials and Services

Background:

On Wednesday, October 30, 2024, bids were received for chemical, curb stop repair, electrical, plumbing repairs, truck hauling services, watermain breaks and landscaping. The bids were tabulated, and the bid tabulation is attached.

Staff recommends bids are awarded as follows:

- A. Chemical – Award to Hawkins Chemical
- B. Curb Stop Repair – Award to Faribo Plumbing
- C. Electrical Work – Award to Arrow Electric
- D. Plumbing Repairs – Award to Bauer Plumbing & Heating
- E. Snow Hauling – Award to all bidders based on low to high bid, box size, availability of trucks and drivers and storm severity
- F. Watermain Breaks – Award to BCM Construction
- G. Lanscaping - Award to Martin A. Windows

Recommendation:

Accept Seasonal Bids

Attachments:

1. 2025 Seasonal Bid Results



2025 Seasonal Bid Results			
PRODUCT:		Wed. October 30, 2024	
		1:30 p.m.	
A. CHEMICAL			
Pumping Station		Quantities	BID AMOUNT
Hawkins Chemical			
	Chlorine:	20 ton	\$ 2,366.00
	Hydrofluosilicic Acid	3100 gallons	\$ 5.03
	Anhydrous Ammonia	33-140# cyl.	\$ 439.00
	Sodium Silicate	30,000 gallons	\$ 7.32
	Sodium Permanganate 20%	2300 gal.	\$ 17.42
	Water Reclamation Facility		
	Ferric Chloride	175,000 gal.	\$ 2.48
PVS Technologies, Inc.			
	Water Reclamation Facility		
	Ferric Chloride	175000 gal.	\$ 2.76
B. CURB STOP REPAIR			
ITEM		UNIT	BID AMOUNT
Faribo Plumbing			
	Replace Standpipe	EA	\$ 1,550.00
	Repair Standpipe	EA	\$ 1,100.00
	Replace Curb Stop	EA	\$ 3,200.00
	Complete Valve & Box	LS	\$ 3,600.00
	Curb & Gutter Removal	LF	\$ 150.00
	Pavement Removal	SY	\$ 150.00
	Pavement Sawing	LF	\$ 150.00
	Sod	SY	\$ 150.00
	Labor	EA	\$ 200.00
	Equipment	EA	\$ 300.00
	Hydro excavation	EA	\$ 2,000.00
C. ELECTRICAL			
ROUTINE		EMERGENCY	
	\$ Per hour	\$ Per hour	
Arrow Electric			
	\$ 80.00	\$ 110.00	
D. PLUMBING			
ROUTINE		EMERGENCY	
	\$ Per Hour	\$ Per Hour	
Bauer Plumbing & Heating			
	\$ 60.00	\$ 90.00	
Faribo Plumbing			
	\$ 150.00	\$ 300.00	



2025 Seasonal Bid Results			
E. SNOW HAULING		Length-Width-Depth	BID AMOUNT
Schema Farms Custom Work LLC			
2001 Peterbilt	35' - 8.6"		\$ 139.80
Met-Con Trucking			
2018 Peterbilt 567	34' - 8'		\$ 150.00
2007 Peterbilt 379	34' - 8'		\$ 150.00
2007 Freightliner FLD120	34' - 8'		\$ 150.00
2016 Peterbilt 367 Quad	17' - 8'		\$ 135.00
2021 Peterbilt 367 Quad	17' - 8'		\$ 135.00
2018 Freightliner 122	17' - 8'		\$ 135.00
Turek's Arctic Hillcrest Farms			
2007 Peterbilt 386	35' - 96"		\$ 156.00
2012 Kenworth T-660	35' - 96"		\$ 156.00
F. WATERMAIN BREAKS		EQUIPMENT	BID AMOUNT
Heselton Construction			
	320 Cat Excavator w/Operator (Mon-Sat)		\$ 325.00
	Lowboy w/Operator (Sunday)		\$ 500.00
	320 Cat Excavator w/Operator (Sunday)		\$ 375.00
	Lowboy w/Operator (Sunday)		\$ 600.00
BCM Construction			
	Mobilization		\$ 250.00
	245 Hitachi w/Operator (Mon-Sat)		\$ 275.00
	350 Hitachi w/Operator (Mon-Sat)		\$ 300.00
	245 Hitachi w/Operator (Sunday)		\$ 300.00
	350 Hitachi w/Operator (Sunday)		\$ 325.00
G. LANDSCAPE			BID AMOUNT
Martin A. Windows			
	2025		\$ 27,300.00
	2026		\$ 27,300.00



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: November 26, 2024
SUBJECT: Authorize Budget Adjustment for the Purchase of Police Mobile Radios and Associated Equipment

Background:

During the 2023 Minnesota Legislative Session, the omnibus tax bill included \$300 million in one-time Public Safety Aid (PSA) money. The City of Faribault received \$1,063,288 in PSA funds on December 26, 2023. Since that time, the Police and Fire Departments, in consultation with the City Administrator and approval of the City Council, have developed and revised a spending plan for public safety related expenses.

The Police Department has identified an immediate need to replace the department's mobile squad car radios. Existing radios are no longer supported by Motorola. In addition, the recent decision by the Dispatch Joint Powers Board to change the Rice County Law Enforcement Channel to full-time encryption has the department's current radios operating at their technological capacity.

As part of the 2025 Budget process, the Police Department intended to allocate PSA funds to the Capital Replacement Fund (431) to purchase new mobile radios. However, the department has an opportunity to purchase mobile radios at the end of this year and take advantage of 2024 pricing. The attached quote from Motorola will allow the department to purchase 24 mobile radios and associated hardware for a total price of \$155,571.84. The price provided by Motorola is consistent with the terms of Motorola's "Two-Way Radio Contract with the State of Minnesota". The life-span of these mobile radios is anticipated to serve the needs of the department for the next 7-10+ years. For comparison purposes, our existing radios have met the needs of the department for the past 12 years.

The Police Department is seeking approval to allocate PSA funds to the 431 Capital Replacement Fund to purchase mobile radios this year.

Recommendation:

Approve Budget Adjustment

Attachments:

1. Motorola Mobile Radio Quote
2. Fairbault PD Notice to Proceed Mobile Purchase
3. Budget Revision Form PSA to 431



FARIBAULT POLICE DEPT

APX-6500 Mobile Encrypted 10-29-24

10/29/2024

10/29/2024

FARIBAULT POLICE DEPT
25 FORTH ST NW
FARIBAULT 55021 0002
FARIBAULT, MN 55021

RE: Motorola Quote for APX-6500 Mobile Encrypted 10-29-24

Dear David D. Dillon ,

Motorola Solutions is pleased to present FARIBAULT POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide FARIBAULT POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Sid Sanocki at sid.sanocki@ancom.org.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Sid Sanocki
Sales

Motorola Solutions Manufacturer's Representative

Billing Address:
FARIBAULT POLICE DEPT
25 FORTH ST NW
FARIBAULT 55021 0002
FARIBAULT, MN 55021
US

Shipping Address:
FARIBAULT POLICE DEPT
25 FORTH ST NW
FARIBAULT 55021 0002
FARIBAULT, MN 55021
US

Quote Date:10/29/2024
Expiration Date:12/28/2024
Quote Created By:
Sid Sanocki
Sales
sid.sanocki@ancom.org
6517148359

End Customer:
FARIBAULT POLICE DEPT
David D. Dillon
ddillon@ci.faribault.mn.us
507-331-1573

Contract: MnDOT 209493
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	24	\$3,383.12	28.0%	\$2,435.76	\$58,458.24
1a	GA09008AA	ADD: GROUP SERVICES	24	\$165.00	28.0%	\$118.80	\$2,851.20
1b	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	24	\$0.00	0.0%	\$0.00	\$0.00
1c	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPT APX AND ADP	24	\$879.00	28.0%	\$632.88	\$15,189.12
1d	G51AU	ENH: SMARTZONE OPERATION APX6500	24	\$1,320.00	28.0%	\$950.40	\$22,809.60
1e	G67DT	ADD: REMOTE MOUNT E5 APXM	24	\$327.00	28.0%	\$235.44	\$5,650.56
1f	G78AT	ENH: 3 YEAR ESSENTIAL SVC	24	\$288.00	0.0%	\$288.00	\$6,912.00
1g	GA09001AA	ADD: WI-FI CAPABILITY	24	\$330.00	28.0%	\$237.60	\$5,702.40
1h	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	24	\$66.00	28.0%	\$47.52	\$1,140.48
1i	G89AC	ADD: NO RF ANTENNA NEEDED	24	\$0.00	0.0%	\$0.00	\$0.00
1j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	24	\$0.00	0.0%	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
1k	G806BL	ENH: ASTRO DIGITAL CAI OP APX	24	\$567.00	28.0%	\$408.24	\$9,797.76
1l	GA01670AA	ADD: APX E5 CONTROL HEAD	24	\$717.00	28.0%	\$516.24	\$12,389.76
1m	W22BA	ADD: STD PALM MICROPHONE APX	24	\$79.00	28.0%	\$56.88	\$1,365.12
1n	W969BG	ENH: MULTIKEY OPERATION	24	\$363.00	28.0%	\$261.36	\$6,272.64
1o	G361AH	ENH: P25 TRUNKING SOFTWARE APX	24	\$330.00	28.0%	\$237.60	\$5,702.40
1p	QA09113AB	ADD: BASELINE RELEASE SW	24	\$0.00	0.0%	\$0.00	\$0.00
1q	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	24	\$0.00	0.0%	\$0.00	\$0.00
1r	GA01579AB	ADD: BLUETOOTH/WIFI GLASSMOUNT 2.4/5GHZ	24	\$77.00	28.0%	\$55.44	\$1,330.56

Grand Total

\$155,571.84(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

11-26-24

To: Motorola Solutions, Inc.
Mr. Derek DiPietro
500 West Monroe St.
Chicago, IL 60661

Re: Purchase of Motorola radio communications equipment

The Faribault Police Department is using this as a formal purchase order system. This letter serves as authorization for Motorola to place an order for the communications equipment on the attached sheet for a purchase price of **\$155,571.84** **Faribault Police Department** agrees to pay Motorola for the equipment "Net 30 days upon shipment" to:

Faribault PD 25 4th St. NW, Faribault, MN 55021

When Motorola invoices **City of Faribault-PD**, the invoice should reference **QU2551491** and be sent to **John Sherwin** at the following address:

Faribault PD 25 4th St. NW, Faribault, MN 55021

For taxation purposes, even if tax-exempt, the equipment sold to **Faribault Police Dept.** will ultimately reside at the following address:

Faribault PD 25 4th St. NW, Faribault, MN 55021

The terms and conditions of the "Motorola Two-Way Radio Contract with the State of Minnesota, Contract # 209493" apply to this purchase order. Payments can be authorized solely on this document. I submit that I am a duly authorized official of our entity and that my signature makes this a legal and binding document, and that funding has been encumbered for this order.

If you have any questions regarding this order, please feel free to call **John Sherwin at 507-334-4305** (jsherwin@ci.faribault.mn.us)

Sincerely yours,

Chief J. Sherwin
Faribault Police Department

Mayor Kevin Voracek
City of Faribault

Administrator J. Kinser
City of Faribault

cc: Sid Sanocki, ANCOM Communications

Fund	Department	Function	Object	Adopted Budget	Increase/ (Decrease)	Revised Budget	Reason for Change
431	POLICE	N/A	N/A	68,900	155,572	224,472	To take advantage of year-end pricing
PSA				225,927	(155,572)	70,355	Public Safety Aid
Additional Remarks: This is a purchase of police mobile radios, this addition will be Project # POL E24-05							

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: J.Sherwin
Department Head

Change Approved By: _____
City Administrator

Date Approved: 11/26/2024



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica L. Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 26, 2024
SUBJECT: Resolution 2024-227 Approve 2025 Tobacco Licenses

Background:

The City Administrator's Office has received applications for the renewal of tobacco licenses issued in the City. The licenses would be effective January 1, 2025, through December 31, 2025.

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

Recommendation:

Approve Resolution 2024-227

Attachments:

1. Resolution 2024-227 Approving 2025 Tobacco Licenses

CITY OF FARIBAULT

RESOLUTION #2024-227

APPROVE 2025 TOBACCO LICENSE RENEWALS

WHEREAS, the following applicants:

Community Co-op C-Store E	28 E Division Street
Community Co-op C-Store W	1419 Division Street
Speedway #4610	2519 Lyndale Ave
Faribo Smoke Shop	2250 Hwy 60
Carriage House Liquor	32-2nd Street NE
All Smoke and Vape	328 4th Street NW #100
Boxers Grill Room and Party Pub	429 Central Ave N
Holiday Stationstores, LLC	707 4th Street NW
Hy-Vee Wine and Spirits	1920 Grant Street
Hy-Vee Gas	1920 Grant Street
Hy-Vee Grocery	1920 Grant Street
Walmart #1657 - Liquor Box	150 Western Ave NW
Walmart #1657	150 Western Ave NW
Casey's Retail Company	210 20th Street NW
Southside Liquor and Tobacco	401 10th Street SW
Kwik Trip #745	102 5th Ave NE
Kwik Trip #772	1405 Highway 60
Kwik Trip #793	1955 2nd Ave NW
Fareway Spirits & More	430 NW 2nd Ave
Fareway Stores, Inc. #126	430 NW 2nd Ave
Walgreens #01951	612 4th Street NW
Indigo Dreams Vape Shoppe	1930 2 nd Ave NW
Mainstreet Tobacco and Vape	417 1 st Ave NW

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

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

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes that the following listed establishments be granted tobacco licenses with the City of Faribault for the term of January 1, 2025 through December 31, 2025:

Community Co-op C-Store E
Community Co-op C-Store W
Speedway #4610
Faribo Smoke Shop
Carriage House Liquor
All Smoke and Vape
Boxers Grill Room and Party Pub
Holiday Stationstores, LLC
Hy-Vee Wine and Spirits
Hy-Vee Gas
Hy-Vee Grocery
Walmart #1657 - Liquor Box
Walmart #1657
Casey's Retail Company
Southside Liquor and Tobacco
Kwik Trip #745
Kwik Trip #772
Kwik Trip #793
Fareway Spirits & More
Fareway Stores, Inc. #126
Walgreens #01951
Indigo Dreams Vape Shoppe
Mainstreet Tobacco and Vape

28 E Division Street
1419 Division Street
2519 Lyndale Ave
2250 Hwy 60
32-2nd Street NE
328 4th Street NW #100
429 Central Ave N
707 4th Street NW
1920 Grant Street
1920 Grant Street
1920 Grant Street
150 Western Ave NW
150 Western Ave NW
210 20th Street NW
401 10th Street SW
102 5th Ave NE
1405 Highway 60
1955 2nd Ave NW
430 NW 2nd Ave
430 NW 2nd Ave
612 4th Street NW
1930 2nd Ave NW
417 1st Ave NW

Date Adopted: November 26, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica L. Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 26, 2024
SUBJECT: Resolution 2024-228 Approve 2025 Off-Sale Liquor Licenses

Background:

The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective from January 1, 2025 through December 31, 2025.

2025 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:

Approve Resolution 2024-228

Attachments:

1. Resolution 2024-228 Approve 2025 Off-Sale Liquor Licenses

CITY OF FARIBAULT

RESOLUTION #2024-228

APPROVE 2025 OFF-SALE LIQUOR LICENSES

WHEREAS, the following establishments:

Hy-Vee Wine & Spirits
Carriage House Liquors
Fareway Stores, Inc.

Haskell's
Wal-Mart Stores, Inc.

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

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

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

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

NOW, THEREFORE BE IT RESOLVED, that the following listed establishments be granted Off-Sale Intoxicating Liquor Licenses with the City of Faribault for the term of January 1, 2025 to December 31, 2025:

Hy-Vee Wine & Spirits
Carriage House Liquors
Fareway Stores, Inc.

Haskell's
Wal-Mart Stores, Inc.

Date Adopted: November 26, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica L. Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 26, 2024
SUBJECT: Resolution 2024-229 Approve 2025 Club/Sunday Liquor Licenses

Background:

The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective from January 1, 2025 through December 31, 2025.

2025 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:

Approve Resolution 2024-229

Attachments:

1. Resolution 2024-229 Approve 2025 Club-Sunday Liquor Licenses

CITY OF FARIBAULT

RESOLUTION #2024-229

APPROVE 2025 CLUB/SUNDAY LIQUOR LICENSES

WHEREAS, the following clubs:

Eagles Club 1460
Faribault Moose Lodge
Elks Lodge

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

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

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

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

NOW, THEREFORE BE IT RESOLVED, the following listed establishments be granted Club On-Sale Liquor and Sunday Liquor Licenses with the City of Faribault for the term of January 1, 2025 to December 31, 2025:

F Eagles Club 1460
Faribault Moose Lodge
Elks Lodge

Date Adopted: November 26, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 26, 2024
SUBJECT: Resolution 2024-230 Approve 2025 Low Volume/Sunday Liquor License Renewal

Background:

The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective from January 1, 2025, through December 31, 2025.

2025 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:

Approve Resolution 2024-230

Attachments:

1. Resolution 2024-230 Approve 2025 Low Volume/Sunday Liquor License Renewal

CITY OF FARIBAULT

RESOLUTION #2024-230

APPROVE 2025 LOW VOLUME/SUNDAY LIQUOR LICENSE RENEWAL

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

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

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

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

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

NOW, THEREFORE BE IT RESOLVED, that Corks and Pints be granted Low Volume Intoxicating On-Sale Liquor licenses and Sunday Liquor licenses for the term of January 1, 2025 to December 31, 2025.

Date Adopted: November 26, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L.Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica L. Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 26, 2024
SUBJECT: Resolution 2024-231 Approve 2025 Off-Sale Malt Liquor Licenses

Background:

The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective from January 1, 2025, through December 31, 2025.

2025 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:

Approve Resolution 2024-231

Attachments:

1. Resolution 2024-231 Approve 2025 Off-Sale Malt Liquor Licenses

CITY OF FARIBAULT

RESOLUTION #2024-231

APPROVE 2025 OFF-SALE MALT LIQUOR LICENSES

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

Holiday Stationstore #135, 707 4th Street NW
Kwik Trip #772, 1405 Hwy 60 West
Kwik Trip #793, 1955 2nd Ave NW
Hy-Vee, Inc, 1920 Grant Street; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the following listed establishments be granted renewal of their current Malt Liquor licenses with the City of Faribault for the term of January 1, 2025 to December 31, 2025:

Holiday Stationstore #135, 707 4th Street NW
Kwik Trip #772, 1405 Hwy 60 West
Kwik Trip #793, 1955 2nd Ave NW
Hy-Vee, Inc, 1920 Grant Street; and

Date Adopted: November 26, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica L. Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 26, 2024
SUBJECT: Resolution 2024-232 Approve 2025 Restaurant On-Sale/Sunday Liquor Licenses

Background:

The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective from January 1, 2025, through December 31, 2025.

2025 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:

Approve Resolution 2024-232

Attachments:

1. Resolution 2024-232 Approve 2025 Restaurant On-Sale/Sunday Liquor Licenses

CITY OF FARIBAULT

RESOLUTION #2024-232

APPROVE 2025 RESTAURANT ON-SALE/SUNDAY LIQUOR LICENSES

WHEREAS,

Gran Plaza	Faribault Golf and Country Club
Redemption	Hy-Vee Market Café
Depot Bar & Grill	Joe's Sports Café
El Tequila	Legacy Golf
Signature Bar & Grill	AJMJ
Crooked Pint Ale House	Boxers Grill & Party Pub
Carbone's Faribault	J-MO's Bowl

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

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

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

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

NOW, THEREFORE BE IT RESOLVED, that the following listed establishments be granted On Sale Liquor and Sunday Liquor Licenses with the City of Faribault for the term of January 1, 2025 to December 31, 2025.

Gran Plaza	Faribault Golf and Country Club
Redemption	Hy-Vee Market Café
Depot Bar & Grill	Joe's Sports Café
El Tequila	Legacy Golf

Signature Bar & Grill
Crooked Pint Ale House
Carbone's Faribault

AJMJ
Boxers Grill & Party Pub
J-MO's Bowl

Date Adopted: November 26, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica L. Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 26, 2024
SUBJECT: Resolution 2024-233 Approve 2025 On-Sale Theater Wine and Malt Liquor License

Background:

The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective from January 1, 2025, through December 31, 2025.

2025 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:

Approve Resolution 2024-233

Attachments:

1. Resolution 2024-233 Approve 2025 On-Sale Theater Wine and Malt Liquor License

CITY OF FARIBAULT

RESOLUTION #2024-233

APPROVE 2025 ON-SALE THEATER WINE AND MALT LIQUOR LICENSE

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

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

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

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

NOW, THEREFORE BE IT RESOLVED, that the On-Sale Theater Wine license and the On-Sale Theater Malt Liquor license are hereby approved for the Paradise Center for the Arts, 321 Central Avenue North, for a period of January 1, 2025 through December 31, 2025.

Date Adopted: November 26, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica L. Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 26, 2024
SUBJECT: Resolution 2024-234 Approve 2025 On-Sale Wine and 3.2% Malt Liquor Licenses

Background:

The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective January 1, 2025, through December 31, 2025.

2025 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:

Approve Resolution 2024-234

Attachments:

1. Resolution 2024-234 Approve 2025 On-Sale Wine and 3.2 Malt Liquor Licenses

CITY OF FARIBAULT

RESOLUTION #2024-234

APPROVE 2025 ON-SALE WINE AND 3.2% MALT LIQUOR LICENSES

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

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

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

NOW, THEREFORE BE IT RESOLVED, Mizuki Bistro Inc. dba Mizuki Fusion and Lester Properties LLC dba Basilleo's Pizza 2.0 LLC be issued On-Sale Wine and 3.2% Malt Liquor licenses for the term of January 1, 2025 through December 31, 2025.

Date Adopted: November 26, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica L. Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 26, 2024
SUBJECT: Resolution 2024-235 Approve 2025 Liquor License for 10,000 Drops Craft Distillers LLC

Background:

The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective from January 1, 2025 through December 31, 2025.

2025 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:

Approve Resolution 2024-235

Attachments:

1. Resolution 2024-235 Approve 2025 Liquor License for 10,000 Drops Craft Distillers LLC

CITY OF FARIBAULT

RESOLUTION #2024-235

APPROVE 2025 LIQUOR LICENSE FOR 10,000 DROPS CRAFT DISTILLERS LLC

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

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

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

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

NOW, THEREFORE BE IT RESOLVED, that 10,000 Drops Craft Distillers LLC be granted Cocktail Room Liquor License and Sunday Liquor License as well as an Off-Sale Liquor License with the City of Faribault for the term of January 1, 2025 to December 31, 2025.

Date Adopted: November 26, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica L. Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 26, 2024
SUBJECT: Resolution 2024-236 Approve 2025 Convention Center On-Sale and Sunday Liquor Licenses

Background:

The City Administrator's Office has received applications for the renewal of liquor licenses issued in the City. The licenses would be effective January 1, 2025, through December 31, 2025.

2025 Liquor License applicants have submitted their required paperwork. All background investigation paperwork and information submitted by the applicants has been provided to the Police Department for review. The City Attorney is in the process of reviewing all required insurance documents. Once the reviews are completed and approved by the Police Department and City Attorney's office, the applications will be submitted to the MN Department of Public Safety-Alcohol and Gambling Enforcement for final review and approval.

Recommendation:

Approve Resolution 2024-236

Attachments:

1. Resolution 2024-236 Approve 2025 Convention Center On-Sale and Sunday Liquor Licenses

CITY OF FARIBAULT

RESOLUTION #2024-236

APPROVE 2025 CONVENTION CENTER ON-SALE AND SUNDAY LIQUOR LICENSES

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

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

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

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

NOW, THEREFORE BE IT RESOLVED, that the establishments listed be granted Convention Center On-Sale Liquor and Sunday Liquor licenses for the term of January 1, 2025 to December 31, 2025.

Date Adopted: November 26, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 26, 2024
SUBJECT: Resolution 2024-237 Approve Pawnbrokers License Renewal for Pawn Minnesota

Background:

City Staff has received an application to renew a Pawnbrokers License from Pawn Minnesota, LLC. Pawn Minnesota has paid all required fees and has submitted all documentation. Staff has submitted the required paperwork to the Faribault Police Department for review and to complete a background check. A \$5,000.00 bond will be submitted to the city attorney for review prior to the release of the 2024 Pawnbrokers License. If approved, the license will be in effect from January 1, 2025-December 31, 2025.

Recommendation:

Approve Resolution 2024-237

Attachments:

1. Resolution 2024-237 Approve Pawnbrokers License Renewal for Pawn Minnesota

CITY OF FARIBAULT

RESOLUTION #2024-237

APPROVE PAWNBROKERS LICENSE RENEWAL FOR PAWN MINNESOTA

WHEREAS, Pawn Minnesota, LLC has submitted an application to renew its Pawnbroker License in the city of Faribault; and

WHEREAS, Pawn Minnesota, LLC has submitted all required forms and documentation; paid the proper fees; and will submit the required bond; and

WHEREAS, pending a successful background check and review by the Faribault Police Department and certified by the Chief of Police that they have not been convicted of any violations of any state law or municipal ordinance relating to any crime concerning dishonesty, fraud, deceit or immorality.

NOW, THEREFORE BE IT RESOLVED, that Pawn Minnesota, LLC, located at 230 Central Ave, Faribault, MN, be issued a Pawnbroker License for the term of January 1, 2025 through December 31, 2025.

Date Adopted: November 26, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: November 26, 2024
SUBJECT: Approve Quote for Reservoir Demolition

Background:

The 2024 Capital Improvement Plan (CIP) and budget have approved \$120,000.00 for the demolition of a water reservoir used at the old water plant located at 812 8th Ave. NW. The reservoir is no longer part of the water treatment process and needs to be demolished.

Staff solicited quotes for demolition and a summary is as follows:

Fitzgerald Excavating, Goodhue, MN	\$39,500.00
Timms Trucking, Morristown, MN	\$86,050.00
Heselton Construction, Faribault, MN	\$215,906.45

Staff has had previous experience with Fitzgerald Excavating with satisfactory results. Funding will be provided by the Water Fund (601).

Recommendation:

Approve Quote for Reservoir Demolition from Fitzgerald Excavating, Goodhue, MN

Attachments:

1. CIP Sheet
2. Reservoir Picture
3. Fitzgerald Reservoir Demo Proposal

Project # WAT F 24-03
 Project Name Reservoir Demolition

Capital Asset #

Unit #

Department Water
 Contact Public Works Director
 Type Improvement
 Useful Life
 Category Facilities
 Priority 1 High

Description

Reservoir Demolition

Justification

The reservoir was part of the old treatment process and is no longer needed for the new filtration plant and needs to be removed.

Expenditures	2024	2025	2026	2027	2028	Total
Facility Maintenance	120,000					120,000
Total	120,000					120,000

Funding Sources	2024	2025	2026	2027	2028	Total
Water Fund (601)	120,000					120,000
Total	120,000					120,000





Fitzgerald Excavating &
Trucking Inc.

11/4/2024

City of Faribault – Public Works

1200 Belview Trail, Faribault, MN 55021

Attn: Mike Glende

Demolition of Water Reservoir

Proposal to include:

Demolition & Removal of Water Tank

Required Permits

Site Grading

Removal of Septic Holding Tank

Seed & Mulch Site

Total

\$39,500.00

Estimator – Jason Fitzgerald (651) 301-5203

OFFICE 651.923.4060 21432 350th Street
FAX 651.923.4080 Goodhue, MN 55027



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: November 26, 2024
SUBJECT: Approve Utility Service Partners Private Label Inc. Marketing Agreement

Background:

A National League of Cities (NLC) Service Line Warranty program offered by Utility Service Partners was presented at the November 6, 2024 Council Work Session. Under this voluntary program, at no cost to the City, property owners can purchase a warranty policy on their exterior water line, exterior sewer service line and internal plumbing. The Council directed staff to proceed with a partnership with Utility Service Partners.

Attached is a copy of a proposed marketing agreement with Utility Service Partners Inc. dba Service Line Warranties of America (SLWA). The agreement grants SLWA a license to use the City logo and branding items to use on marketing materials. The City will receive a license fee of 10% of all fees collected by SLWA annually as identified in Exhibit A of the agreement. The initial term of the agreement is three years.

Recommendation:

Approve Utility Partners Private Label Inc. Marketing Agreement

Attachments:

1. NLC Service Line Program Royalty Agreement - City of Faribault-MN

MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into and made effective as of _____, (“**Effective Date**”), by and between the City of Faribault, Minnesota (“**City**”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“**SLWA**,” and together with City, the “**Parties**,” and each, a “**Party**”).

WHEREAS, individual residential property owners (“**Customer(s)**”) residing in the City own and are responsible for sewer and water lines between the mainlines and the connection on their property;

WHEREAS, City desires to announce to Customers the opportunity, but not the obligation, to purchase plans as set forth in Exhibit A or as otherwise mutually agreed by the Parties in writing (including by email) (“**Plan(s)**”) to repair such lines; and

WHEREAS, SLWA, a subsidiary of HomeServe USA Corp. (“**HomeServe**”), is the administrator of the National League of Cities (“**NLC**”) Service Line Warranty Program.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City grants to SLWA the right to offer and market service Plans subject to the terms and conditions of this Agreement.

2. **City Obligations.**

A. **Grant of License.** City grants to SLWA a license (“**License**”) to use City’s designated names, symbols, trademarks, service marks, logotypes, trade names and insignias owned by City or its affiliates (“**Marks**”), which may include the use of City’s logo and name in advertising (including on SLWA’s websites or social media sites), in signature lines, and in marketing materials to be sent to Customers, all at SLWA’s sole cost and subject to City’s prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. SLWA’s use of the Marks in accordance with this Agreement will not infringe any other party’s rights. In consideration of the payment of all fees identified in Exhibit A, and SLWA’s marketing activities, City shall not advertise, promote, administer, offer, or sell, directly or indirectly, any plans that are the same as, or substantially similar to, the Plans during the Term. In the event that City extends a similar license to a competitor of SLWA during the Term, City shall provide thirty (30) days’ written notice prior to such grant of license and SLWA may immediately terminate this Agreement.

B. **Data.**

i. If City elects to do so, City may provide SLWA with “zip code” data for Customers in an agreed-upon format. If City further elects to do so, City may also provide a list of the name, service address, postal address (if different), residential telephone number, and, if available, email address of Customers and any other appropriate or necessary data (“**Customer Data**”) to SLWA, or to a third party if and as directed by SLWA in writing, for use by SLWA in furtherance of the marketing and sale of the Plans. If provided by City, Customer Data will be provided to SLWA quarterly or more frequently during the Term and in a mutually agreed electronic format. If provided by City to SLWA, Customer Data shall remain City’s property and Confidential Information (defined below), and SLWA will only use Customer Data as permitted by this Agreement. SLWA may obtain Customer Data from a third-party in furtherance of the marketing and sale of the Plans. In the event SLWA obtains Customer Data from a third-party, it shall become and remain SLWA’s property and Confidential Information. “**Member**” means those Customers that purchase and are successfully enrolled in a Plan by SLWA. Each Member’s name, address, phone number, email address and any other information that SLWA collects from a Member, is SLWA’s property and Confidential Information.

ii. **Data Processing Addendum.** In the event that City provides Customer Data to SLWA, the Parties shall abide by all of the requirements and obligations set forth in that certain Data Processing Addendum, which can be accessed and viewed at: <https://www.homeserve.com/sc/legal/HomeServeDataPrivacyAddendum> (the “**DPA**”), which is incorporated herein

by reference, for purposes of compliance with all Data Protection Laws (as defined in the DPA). In the event of any inconsistency between the provisions in this Agreement and those contained in the DPA, the DPA shall control.

3. **Term; Termination.** The term of this Agreement shall be for the number of years in Exhibit A commencing with the Effective Date (“**Initial Term**”). The Agreement will automatically renew for additional one (1) year terms, unless one of the Parties gives the other written notice at least ninety (90) days prior to the end of the then current term (each a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”) that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, City may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, (i) if said breach is not cured during said thirty (30) day period, or, (ii) if such breach is incapable of being cured in such period, SLWA has failed to take during such period substantive steps to cure such breach. Either Party may terminate this Agreement without cause upon thirty (30) days’ prior written notice to the other Party. SLWA will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** SLWA shall pay City a fee based on the success of the marketing efforts using the Marks subject to the License as described herein (“**License Fee**”), as set forth in Exhibit A. The first payment of the License Fee shall be due by January 30th of the year immediately following the Effective Date. Subsequent payments shall be made on an annual basis throughout the Term, due and payable on January 30th of each succeeding year.

5. **Applicable Laws.** Each Party shall comply at all times with all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgements, orders and interpretations, as well as licensing or registration requirements (“**Applicable Laws**”) with respect to its obligations under this Agreement. For any Customer Data provided by City to SLWA, City warrants, represents and covenants that Customer Data has been and will be collected in compliance with all Applicable Laws. City is permitted by Applicable Laws and privacy policies to provide Customer Data to SLWA and to permit SLWA to use such data as contemplated by this Agreement.

6. **Confidentiality.** “**Confidential Information**” of a Party means any non-public, proprietary, or confidential information, whether or not it constitutes a trade secret under Applicable Laws, and any other information that a reasonable person would expect to be confidential. Each Party will treat Confidential Information received from the other Party as confidential, and such Party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, a Party shall not be liable to the other Party for any disclosure of Confidential Information that is required under any Applicable Laws, applicable public records act or under court order. To the extent legally permissible, a Party shall provide written notice to the other Party prior to any such disclosure.

7. **Ruling and/or Code Change; Coverage Changes.** In the event that: (i) a change or proposed change in Applicable Laws, or municipal or similar codes; or (ii) an interpretation, policy, ruling, or order by any court, tribunal, arbitrator, regulatory agency, commission, including a public service commission or similar body of a City, or other instrumentality of the United States, or any state, county, City, or other political subdivision; negatively or potentially negatively impacts the terms of this Agreement or the obligations of the Parties set forth in this Agreement, the Parties shall negotiate in good faith to modify the terms of this Agreement accordingly. Should the Parties be unable to reach a mutual agreement to revise this Agreement, then either Party may terminate this Agreement on thirty (30) days’ written notice to the other Party. Notwithstanding the above, the coverages under the Plans are subject to change by SLWA due to changes required by Applicable Law or the service agreements for the Plans.

8. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to indemnify, defend and hold the other Party and its directors, managers, members, officers, employees, contractors, subcontractors, and agents, and in the case of City, also its elected officials (“**Representatives**”) (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys’ fees and court costs (“**Claim(s)**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act, intentional misconduct, or omission of the Indemnifying Party or its Representatives in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee under this

Agreement may participate in its own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation.

9. **Independent Contractor Status.** The obligations performed by each Party in this Agreement shall be executed as an independent contractor. SLWA shall have responsibility for and control over the details and means for providing the Plans under this Agreement. Neither Party nor any of its Representatives shall be considered an employee, representative, agent or subcontractor of the other Party or its Representatives.

10. **Anti-Bribery and Corruption.**

A. Each Party warrants to the other that:

- i. it has not offered, promised, given, accepted, or agreed to give or accept, and shall not during the Term offer, promise, give, accept, or agree to give to or accept from any person any bribe on behalf of the other Party or otherwise with the object of obtaining a business advantage for the other Party or otherwise;
- ii. it will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom's Bribery Act 2010 and Canada's Corruption of Foreign Public Officials Act, and it will notify the other Party as soon as practicable of any offense of the foregoing acts in connection with this Agreement, or any breach of the undertakings contained in this section of which it becomes aware;
- iii. it has in place, and during the Term will maintain, its own policies, procedures, and internal controls, including accounting procedures to record expenditures in connection with this Agreement, necessary to ensure compliance with any applicable anti-bribery and corruption laws;
- iv. it will ensure that any person who performs or has performed services for or on its behalf ("**Associated Person**") complies with this section, it will not enter into an agreement with any Associated Person in connection with this Agreement unless such agreement contains terms substantially similar to those contained in this section, and it shall be responsible for any breach of such terms, or these terms, by any Associated Person that is a subcontractor of the Party hereunder;
- v. from time to time during the Term, at the reasonable request of the other Party, it will confirm in writing that it has complied with the terms of this section and will provide any information reasonably requested by the other Party to demonstrate such compliance; and
- vi. in the case of City, it will abide the "Reporting Hotline" section of SLWA's Business Partner Code of Conduct (described in "Business Partner Code of Conduct" section) to report to SLWA any request or demand for any improper payments or other improper advantage of any kind in connection with the performance of this Agreement.

11. **Records; Audit.** Each Party shall, at all times during the Term and for a period of seven (7) years after the termination or expiration of this Agreement, maintain complete and accurate records, together with supporting or underlying documents and materials, kept and maintained by such Party, its Representatives to substantiate such Party's compliance with its obligations and responsibilities under this Agreement. Up to once per year of the Term, each Party shall have the right, upon at least ten (10) days' prior written notice and during normal business hours, at its sole cost and expense, to audit and inspect, on its own or through a Representative, the other Party's records for the purpose of confirming such other Party's compliance with the terms of this Agreement.

12. **Notice.** Any notice required to be given under this Agreement shall be deemed to have been received when delivered (i) by personal service, (ii) by electronic mail with confirmation of delivery and receipt (provided a hard copy is sent promptly by regular mail), or (iii) by registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
City of Faribault
ATTN: Jessica Kinser
208 1st Ave NW
Faribault, MN 55021-5105
email: jkinser@ci.faribault.mn.us
Phone: (507) 333-0355

To: SLWA:
Utility Service Partners Private Label, Inc.,
d/b/a Service Line Warranties of America
601 Merritt 7, 6th Floor
Norwalk, CT 06851
Attention: Michael Backus, Chief Growth Officer
email: michael.backus@homeserveusa.com
Phone: (203) 840-8276

With a copy to:
Legal Department
email: legal@homeserveusa.com

13. **Entire Agreement; No Third-Party Beneficiaries; Severability.** The Parties acknowledge that no representations, agreements, or promises were made by the other Party or by any of its Representatives other than those specifically contained in this Agreement. This Agreement, including the recitals as well as any attachments or exhibits, constitutes the entire agreement of the Parties with respect to the matters contemplated in this Agreement, and supersedes any prior agreement or understanding with respect to them. The Parties agree that this Agreement was entered into solely for the respective benefit of each of them and their respective successors and assigns, and nothing in this Agreement is intended to create any third-party beneficiaries. This Agreement may be amended or modified only by a written instrument executed by an authorized representative of each of the Parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Subject to Applicable Laws, the invalidity or unenforceability of a specific provision in the Agreement shall not render any other provision(s) invalid, inoperative, or unenforceable.

14. **Assignment.** Neither Party may assign or transfer any of its rights under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed, withheld, conditioned, or denied, except to an affiliate of the assigning Party or an acquirer of all or substantially all of the assets of the assigning Party. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or transfer of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties as well as their respective successors or permitted assigns.

15. **Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts delivered by email, DocuSign, or other electronic transmission; such counterparts will be deemed originals and binding upon the Parties upon receipt, regardless of whether originals are delivered thereafter. All such counterparts will constitute one and the same contract, and the signature of any Party to any counterpart will be deemed a signature to any other counterpart.

16. **Governing Law; Venue; Waiver of Jury Trial.** The Parties shall comply with all Applicable Laws with respect to their respective obligations under this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of Minnesota, without regard to the choice of law principles of the forum state. Any action at law, suit in equity, or other proceeding against any Party with respect to this Agreement or in connection with any of the matters contemplated by this Agreement shall be brought and maintained exclusively in the state or federal courts located in Minnesota, as applicable. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

17. **Business Partner Code of Conduct.** SLWA and City are committed to conducting their business activities with the highest standards of honesty and integrity. City acknowledges that it has received and reviewed SLWA's Business Partner Code of Conduct (available at <https://www.homeserveusa.com/sc/cobc>) as updated from time to time, and City agrees to abide by SLWA's Business Partner Code of Conduct as a material condition of this Agreement. Should City suspect or become aware of any actual or suspected violation of SLWA's Business Partner Code of Conduct, City shall promptly notify SLWA or its anonymous ethics hotline (see SLWA's Business Partner Code of Conduct).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF FARIBAULT

**UTILITY SERVICE PARTNERS
PRIVATE LABEL, INC.,
D/B/A SERVICE LINE
WARRANTIES OF AMERICA**

By: _____

By: _____

Name: _____

Name: Michael Backus

Title: _____

Title: Chief Growth Officer

Exhibit A

Marketing Agreement

City of Faribault Term Sheet

- I. **Initial Term.** Three (3) Years, with the option for Renewal Term(s).
- II. **License Fee.** Ten percent (10%) of the fees actually received from Members during the Term under any Plans sold under the Agreement, **net** of any discount, rebates, refunds, chargebacks, credits, and sales or similar taxes incurred or paid by SLWA in connection with such Plans.
- III. **License Conditions.** Use of City's Marks in accordance with Section 2.A of the Agreement.
- IV. **Plans; Plan Fees; Scope of Coverage.** The summary of coverage is accurate as of the Effective Date. SLWA will offer the following rates to Customers:
 - A. Exterior water service line plan (initially, \$ 6.99 per month)
 - i. Covers Customers' responsibility: From the main to the water meter or main shut-off valve inside the home.
 - ii. Covers non-functioning stop boxes or shut off valves that are part of the Customer's lines.
 - iii. Covers thawing of frozen external water lines.
 - iv. Covers well service lines if applicable: From the external wall of Customers' well casing to the external foundation wall of the home.
 - v. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
 - B. Exterior sewer/septic line plan (initially, \$ 10.99 per month)
 - i. Covers Customers' responsibility: From the external wall of the home to the sewer main.
 - ii. Covers septic lines if applicable: From the external foundation wall of the home to the point of connection to the septic tank of the home.
 - iii. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
 - C. Interior plumbing and drainage plan (initially, \$ 10.99 per month)
 - i. Covers repair or replacement of the following inside the home, for which the Customers have sole responsibility, that is damaged due to normal wear and tear:
 - a. The blocked or leaking interior water supply and drainage system pipes that carry fresh or drinkable water and wastewater.
 - ii. Coverage Cap: Unlimited number of calls/\$3,000 per call/unlimited annual maximum.

Pricing does not include taxes. SLWA may adjust the Plan fees; provided, that, any such adjustment shall not exceed one dollar (\$1.00) per month per Plan in any twelve (12) month period. If such adjustment shall exceed one dollar (\$1.00), both Parties must agree in writing.
- V. **Marketing Campaigns.** SLWA shall have the right to conduct up to three (3) campaigns per year through such channels as may be mutually agreed by the Parties.



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 26, 2024
SUBJECT: Approve Application for Display of Fireworks/Pyrotechnic Special Effects

Background:

RES Pyro on behalf of the Faribault Area Chamber of Commerce and Tourism submitted an application for the display of fireworks/pyrotechnic special effects for an event on December 7, 2024, at 155 2nd Street NE (Viaduct Park). Due to the construction at Viaduct Park, RES Pyro worked with the construction contractors to ensure that the shoot site was located away from the construction materials. City staff including Parks and Recreation Director Paul Peanaksy, Fire Chief Dustin Dienst and Police Chief John Sherwin have reviewed and approved the application. City Attorney Scott Riggs has approved the provided certificate of insurance.

Recommendation:

Approve Fireworks show for December 7, 2024, at Viaduct Park.

Attachments:

1. Faribault Holiday 2024-1207 Permit App
2. Faribault Holiday Shoot Site 2024



208 NW 1st Avenue
Faribault, MN 55021
507-334-2222
507-333-0399 (FAX)

APPLICATION FOR DISPLAY OF FIREWORKS / PYROTECHNIC SPECIAL EFFECTS

Applicant Instructions:

1. This application and required attachments must be completed and returned at least 15 business days prior to the date of display. Permit shall be valid only for dates approved/issued.
2. Permit Fee - \$ 25 payable to the City of Faribault. Due when application is submitted.

Applicant Information

Today's Date: October 30, 2024
Name of Applicant (Sponsoring Organization): Faribault Area Chamber of Commerce + Tourism
Address of Applicant (Sponsoring Organization): 530 Wilson Ave NW, Faribault, MN 55021
Name of Authorized Agent of Applicant: RES Pyro
Address of Authorized Agent of Applicant: 21595 286th St. Belle Plaine, MN 56011
Telephone Number of Authorized Agent: 952-873-3113

Fireworks/Pyrotechnics Display Information

Date of Display: 12-7-2024 Start Time: 5:30 pm End Time: 5:40 pm *Limited to 20 minutes
Location of Display: 155 2nd St NE, Faribault, MN
Property Owner: _____ Phone #: _____
Method for transporting fireworks to site: RES Vehicle
Method for storing fireworks on site (permitted on day of show only): n/a - delivered day of show
Description of shells including type, number and diameter: _____
(30) cakes up to 2"
Types of mortars: n/a
Types of ignition devices: electric match
Methods for security: _____
Portable fire extinguishers (# of extinguishers & locations): 2-H₂O near launch site
Procedure for searching display area afterwards to recover all fired or misfired shells: _____
n/a
Procedure for handling misfired shells: unfired cakes returned to RES Pyro

Minnesota State Statute (MS 624.20) requires that this display be conducted under the direct supervision of a pyrotechnic operator licensed by the State Fire Marshal's Office.

Printed Name of Supervising Operator: Alan McNellis

Operator's State of Minnesota Certification Number: [REDACTED]

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

Signature of Supervising Operator: [Signature] Date of Application: 10/30/24

Required Attachments

The following attachments must be included with this application:

- ☒ 1. License fee: \$ 25.00 - will send
- ☒ 2. Completed and signed City application form.
- ☒ 3. Certificate(s) of Insurance for Liability and Workers' Compensation
(if worker's compensation insurance is not required, complete page 4)
- ☒ 4. Completed and signed Tax Information form – pg 3
(to be completed by applicant – not pyrotechnic operator)
- ☒ 5. A diagram of the grounds at which the display will be held. The diagram must:
 - Be drawn to scale or include dimensions.
 - Show the point at which the fireworks/pyrotechnic special effects are to be discharged and the fall out area.
 - Show location of ground pieces.
 - Show location of all buildings, highways, streets, property lines, and communication lines and other possible overhead obstructions.
 - Show lines behind which the audience will be restrained.

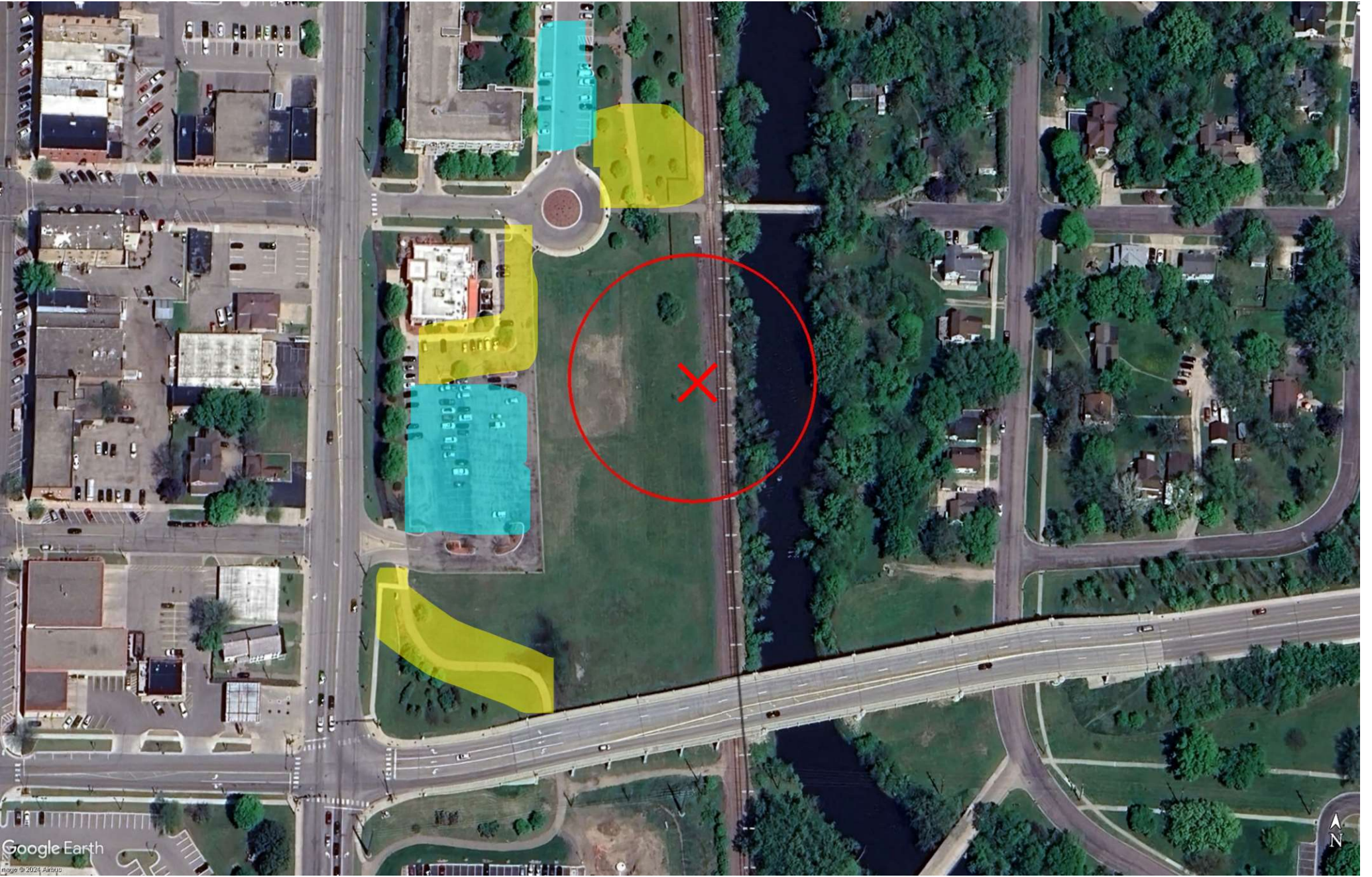
CITY OF FARIBAULT APPROVAL

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

Signature of Fire Chief: _____ Date: _____

Signature of Police Chief: _____ Date: _____

Signature of Buckham Center Director: _____ Date: _____



Google Earth
Image © 2024, Airbus



 Spectators

 Parking

 Shoot site

 Fallout zone





Request for Council Action

TO: Mayor and City Council
THROUGH: David Wanberg, Director of Community and Economic Development and Jessica Kinser, City Administrator
FROM: Thomas Furman, Executive Director of the Housing & Redevelopment Authority
MEETING DATE: November 26, 2024
SUBJECT: Resolution 2024-238 Remove Eric Delgado from the Housing and Redevelopment Authority Board and Declare a Vacancy

Background:

Article 3, Section 4, of the HRA bylaws states that each HRA board member must attend at least two-thirds (2/3) of all regularly scheduled meetings during the HRA's fiscal year. Failure of an HRA Board member to meet these minimum attendance requirements may constitute grounds for removal from the HRA Board.

Eric Delgado, HRA board member, has attended roughly one-third (1/3) of the HRA's meetings in 2024. His last attendance at an HRA meeting was on July 8, 2024, and his appointed term expires on January 31, 2027. City staff repeatedly attempted to contact Mr. Delgado to clarify if he wishes to continue serving on the HRA board but have not received a response from him. Consequently, on November 13, 2024, the HRA unanimously approved HRA Resolution 2024-19 (see attached), which recommends that the City Council remove Eric Delgado from the HRA board and declare a vacancy.

The attached City Council Resolution 2024-238 removes Eric Delgado from the HRA board and declares a vacancy based on the HRA's recommendation.

Recommendation:

Approve Resolution 2024-238.

Attachments:

1. Resolution 2024-238 Remove Eric Delgado from the Housing and Redevelopment Authority Board and Declare a Vacancy

2. HRA Resolution 2024-19

CITY OF FARIBAULT

RESOLUTION #2024-238

**REMOVE ERIC DELGADO FROM THE HOUSING & REDEVELOPMENT AUTHORITY
BOARD AND DECLARE A VACANCY**

WHEREAS, Eric Delgado is a member of the Housing & Redevelopment Authority; and

WHEREAS, the Housing & Redevelopment Authority Board of Directors at the November 13, 2024 Housing & Redevelopment Authority meeting voted unanimously to recommend Eric Delgado's removal to City Council after Eric Delgado violated Housing & Redevelopment Authority Bylaws, Article 3: Section 4. Attendance; and

WHEREAS, Eric Delgado's term expires on January 31, 2027; and

WHEREAS, said removal requires a majority vote of the City Council.

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby removes Eric Delgado from the Housing & Redevelopment Authority Commission and declare a vacancy.

Date Adopted: November 26, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

**HOUSING AND REDEVELOPMENT AUTHORITY OF FARIBAULT,
MINNESOTA**

RESOLUTION 2024-19

**REMOVAL OF COMMISSIONER DUE TO LACK OF
ATTENDANCE FROM THE HOUSING & REDEVELOPMENT AUTHORITY
OF FARIBAULT, MINNESOTA BOARD OF COMMISSIONERS**

WHEREAS, Staff has reached out to Commissioner Delgado several times without success in reaching him and no return calls or emails.

WHEREAS, The HRA bylaws state, "HRA Board members shall attend at least two thirds (2/3) of all regularly scheduled meetings during the HRA's fiscal year. Failure of an HRA Board member to meet these minimum attendance requirements may constitute grounds for removal from the HRA Board."

NOW, THEREFORE, BE IT RESOLVED, The HRA Board recommends that the City Council remove Eric Delgado from his seat on the HRA Board of commissioners.

ALSO, BE IT RESOLVED, that the HRA Board requests that the City fill the vacancy in a timely manner.

ADOPTED: November 13, 2024



Travis McColley, Vice Chair

ATTEST:



DAVID WAUBERG
CED DIRECTOR



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: November 26, 2024
SUBJECT: Resolution 2024-225 Approve 2025 Non-Union Compensation Plan

Background:

Staff have reviewed with City Council a one-year compensation plan for the non-union employee group. The changes for 2025 are as follows:

- All non-union employees would receive a 10% cost of living increase.
- Compensation study will be done in 2025 and implemented in 2026.

Staff recommends the approval of the changes as presented for the the 2025 Non-Union Compensation Plan.

Recommendation:

Approve resolution 2024-225, approving the 2025 Non-Union Compensation Plan.

Attachments:

1. Resolution 2024-225 Approve 2025 Non-Union Compensation Plan

CITY OF FARIBAULT

RESOLUTION #2024-225

ADOPTING THE 2025 NON-UNION COMPENSATION PLAN

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

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

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

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

SECTION 1 - EFFECTIVE DATE

1.1 Duration

This Resolution shall remain in effect until December 31, 2025 or until otherwise amended or repealed.

SECTION 2 - COMPENSATION PROVISIONS

2.1 Compensation Ranges

Compensation (wage) ranges are assigned to non-union positions through grades and steps as outlined in Exhibit A.

Employees will advance one step effective January 1, 2025 or based on their anniversary date of employment if hired after January 1, 2018 (if meeting the requirements of their position) and receive the COLA increase reflected in the wage structure shown in Exhibit A for 2025.

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

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

2.2 Employee Progression

- a) The City Administrator shall recommend to the City Council non-union employees' starting grade and step within the Compensation Plan.
- b) All non-union employees shall be subject to a written and documented performance evaluation by their immediate supervisor and Department Director. The performance evaluation shall be completed on the employee's initial six-month anniversary date and on future dates as listed in their offer letter of employment. The evaluation shall be discussed with the City Administrator prior to being discussed with the employee.
- c) With the City Administrator's approval, an annual performance evaluation that results in a satisfactory performance report will entitle the employee to progress to the next step in their grade. A less than satisfactory performance will result no increase until their performance improves.
- d) With the City Administrator's approval, employees can progress through Steps 1-5 on a semi-annual basis one step at a time;

through Steps 5-12 on an annual basis one step at a time; and from Step 12 to Step 13 on a biannual basis, thereby reaching the maximum step.

2.3 Additional Compensation

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

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

2.4 Referral Bonus Program

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

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

SECTION 3 - MISCELLANEOUS PAY PROVISIONS

3.1 Transportation Expenses

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

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

3.2 Uniform Allowance

A payment of \$45.00 per month shall be made to individuals serving in the positions of Police Chief, Police Captain, Community Services Officer Supervisor and Director of Fire and Emergency Management. This payment shall be for the purpose of compensating these individuals for the furnishing, cleaning, and maintenance of a required uniform—any other uniform related expenses shall be the responsibility of the employee. The supervisor of any personnel who receive a clothing allowance or receive clothing pursuant to a collective bargaining agreement may be provided the same clothing allowance provision if it is determined work necessary.

3.3 Conference per Diem

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

SECTION 4 - LEAVE BENEFITS

4.1 Holidays

Non-union employees shall have the following holidays enumerated:

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

Employees shall be granted the holiday off without loss of pay. Any

employee that is required to work on a holiday, outside of his/her standard work week, shall receive an additional floating holiday. When a holiday falls on a Saturday, the holiday shall be considered to have occurred on the preceding Friday. If a holiday falls on a Sunday, the holiday shall be celebrated on the following Monday. If a non-union employee is required to work one of the above stated holidays, the City Administrator shall have the authority to provide an additional floating holiday to be taken or used in accordance with the rules governing the same.

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

4.2 Vacation

The vacation schedule is based on full-time equivalency.

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

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

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

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

A newly hired employee may be limited on the use of vacation leave in their first six months of employment, unless agreed to at the time of hire or approved by the employee's Director, so as to progress through initial job training.

At any time during the calendar year, the employee may be compensated at a rate of one day's pay for each vacation day accumulated, not to exceed a total of 25% of an employee's annual vacation accrual in that year or forty (40) hours, whichever is less, provided that the employee has taken at least ten (10) days (eighty (80) hours) of vacation and/or administrative leave.

Employees earning vacation at a rate of 80 hours per year may not accumulate more than 140 hours. Employees earning vacation at the rate of 120 hours per year may not accumulate more than 200 hours. Employees earning vacation at the rate of 160 hours per year may not accumulate more than 260 hours. However, employees earning vacation at the rate of 160 hours per year may accumulate more than 260 hours throughout the year but will have a required payout before the end of each year of any hours exceeding 220 as of December 1st.

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

4.3 Sick Leave

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

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

Sick leave is accrued based on full-time equivalency. Employees shall

accrue 168 hours per year except employees hired after December 31, 1998 shall accrue at 120 hours per year.

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

When an employee is eligible for Worker's Compensation payments, he/she may supplement these payments with a prorated portion of any accumulated sick leave so that the combination of the two benefits will equal his/her net pay. Net pay is defined for these purposes as regular pay received from a standard work week less mandatory deductions which include federal and state taxes, social security, Medicare, PERA and wage garnishments. If he/she should exhaust his/her accumulated sick leave, he/she will receive Worker's Compensation payments only.

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

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

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

Employees are entitled to earned sick and safe time (ESST), a form of paid leave. Employees will accrue at least one hour of earned sick and safe time for every 30 hours worked. The current sick leave policies in the compensation plan exceeds the ESST requirements and will continue to be utilized. Employees will continue to accrue sick time on a per pay period

basis, up to 15 (or more depending on date of hire) days per year. For all permanent full-time and part-time employees, maximum accruals will not be changed per this policy and the law. Temporary employees, with the accumulation of every 30 hours worked, will receive an hour of ESST, with a maximum accumulation of 48 hours per calendar year and 80 hours every two years. For all Paid On-Call Firefighters, they are not entitled to ESST.

The ESST hours for all employees will be maintained through payroll. For the permanent employees listed above, ESST will be maintained as sick time accruals and not distinguished as ESST. There will not be a limit to the usage of sick time for ESST other than the maximum accrual balance. Temporary employee's accrual maximum will be as listed above.

Employees are not required to seek or find a replacement for their shift to use ESST. They may use ESST for all or part of a shift, depending on the need. ESST can be used for:

- a) An employee's mental or physical illness, treatment or preventive care;
- b) The mental or physical illness, treatment or preventive care of an employee's family member;
- c) Absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- d) Closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- e) When determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

For all permanent employees listed, notification of use of sick time will follow compensation agreement. For others using the ESST the City will require the employees to provide up to seven days of advance notice when possible (for example, when an employee has a medical appointment scheduled in advance). The City will also require the employees using ESST to provide certain documentation regarding the reason for their use of ESST if they use it for more than three consecutive days. If an employee plans to use ESST for an appointment, preventive care or another permissible reason but are unable to give full advance notice, they must inform their supervisor, by phone or text, as far in advance as possible, but, at a minimum, 30 minutes prior to the start of their scheduled shift.

4.4 Administrative Leave

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

4.5 Emergency Leave

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

4.6 Jury Duty

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

4.7 Funeral Leave

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

4.8 Personal Leave of Absence

An employee may request a personal leave of absence without pay. All requests for personal leaves of absence shall state the reason for which the request is made in writing to the City Administrator. The City Administrator may grant personal leaves of absence up to two (2) weeks in duration.

Leaves of absence for more than two (2) weeks shall be presented to the City Council. While on a personal leave of absence without pay, an employee shall retain seniority; however, they will not accrue any sick or vacation leave. If the leave exceeds two (2) weeks, the employee may maintain health insurance coverage under the City's policy at their own expense.

SECTION 5 - INSURANCE BENEFITS

5.1 Health Insurance

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

<u>Plan</u>	<u>Coverage</u>		
\$3500 Deductible	Single	Single+1	Family
Employer Percentage	92%	87%	82%
Employee Percentage	8%	13%	18%
\$2000 Deductible	Single	Single+1	Family
Employer Percentage	82%	77%	72%
Employee Percentage	18%	23%	28%

The City will match an Employee's contribution to their Health Savings Account (HSA) under the City HSA plan up to 65.10/month for 2025. Employer contributions into the HSA plan will be made on a pro-rata basis twice monthly.

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

5.2 Retired Health Insurance

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

5.3 Life Insurance

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

5.4 Long Term Disability

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

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

SECTION 6 - MISCELLANEOUS BENEFITS

6.1 Tuition Reimbursement

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

6.2 Pension

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

6.3 Retirement

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

Any "early" retirement incentive program benefits received for insurance premiums will be paid into a Health Care Savings Plan (HCSP) at 100%. Also, all severance received at time of retirement for all early retirement incentive program eligible employees would be deposited into the HCSP at 100%.

6.4 Deferred Compensation and Health Care Savings Plan (HCSP)

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

As part of deferred compensation, and as noted here in the Non-Union Compensation Plan, the City will offer a Health Care Savings Plan (HCSP). The HCSP is a benefit available to all regular full-time and part-time employees who meet the criteria established in the group benefits listed here. Mandatory participation is required of an employee who meets the criteria established in the applicable group benefits. If an employee is granted a waiver by MSRS then that election is irrevocable. Upon an employee's death, contributions owed but not yet paid to the HCSP will be paid in cash to the employee's beneficiary.

6.5 Termination Consideration

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

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

Date Adopted: November 26, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Exhibit A

2025 Wages (/hr.) - 10% COLA														
Non-Union	Step	1	2	3	4	5	6	7	8	9	10	11	12	13
Job Title	Grade	Start	6 months	6 months	6 months	6 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	24 months
City Administrator	V	75.58	77.75	79.90	82.07	84.23	86.44	88.72	91.05	93.45	95.90	98.42	101.01	103.66
Finance Director	S	62.82	64.61	66.41	68.20	69.99	71.84	73.72	75.67	77.65	79.70	81.80	83.94	86.14
Director of Engineering	S	62.82	64.61	66.41	68.20	69.99	71.84	73.72	75.67	77.65	79.70	81.80	83.94	86.14
Chief of Police	S	62.82	64.61	66.41	68.20	69.99	71.84	73.72	75.67	77.65	79.70	81.80	83.94	86.14
Director of Public Works	S	62.82	64.61	66.41	68.20	69.99	71.84	73.72	75.67	77.65	79.70	81.80	83.94	86.14
Community & Economic Dev Director	S	62.82	64.61	66.41	68.20	69.99	71.84	73.72	75.67	77.65	79.70	81.80	83.94	86.14
Directir of Fire & Code Services	S	62.82	64.61	66.41	68.20	69.99	71.84	73.72	75.67	77.65	79.70	81.80	83.94	86.14
Parks and Recreation Director	R	59.28	60.97	62.67	64.36	66.04	67.78	69.56	71.40	73.27	75.21	77.18	79.21	81.29
Human Resources Director	R	59.28	60.97	62.67	64.36	66.04	67.78	69.56	71.40	73.27	75.21	77.18	79.21	81.29
Library Director	R	59.28	60.97	62.67	64.36	66.04	67.78	69.56	71.40	73.27	75.21	77.18	79.21	81.29
Police Captain	O	50.75	52.21	53.66	55.11	56.56	58.05	59.58	61.14	62.74	64.39	66.09	67.83	69.62
City Planning Manager (w/Planner II)	N	47.89	49.27	50.63	52.01	53.37	54.77	56.22	57.70	59.20	60.76	62.36	64.00	65.68
Engineering Supervisor	M	45.09	46.37	47.65	48.95	50.24	51.56	52.91	54.31	55.73	57.20	58.70	60.25	61.83
PW Superintendent	M	45.09	46.37	47.65	48.95	50.24	51.56	52.91	54.31	55.73	57.20	58.70	60.25	61.83
Parks Superintendent	M	45.09	46.37	47.65	48.95	50.24	51.56	52.91	54.31	55.73	57.20	58.70	60.25	61.83
Recreation Superintendent	M	45.09	46.37	47.65	48.95	50.24	51.56	52.91	54.31	55.73	57.20	58.70	60.25	61.83
Building Official	M	45.09	46.37	47.65	48.95	50.24	51.56	52.91	54.31	55.73	57.20	58.70	60.25	61.83
Assistant Finance Director	M	45.09	46.37	47.65	48.95	50.24	51.56	52.91	54.31	55.73	57.20	58.70	60.25	61.83
City Planning Manager (no Planner II)	M	45.09	46.37	47.65	48.95	50.24	51.56	52.91	54.31	55.73	57.20	58.70	60.25	61.83
Librarian	L	42.25	43.46	44.65	45.86	47.07	48.30	49.58	50.88	52.22	53.59	55.00	56.45	57.94
Planner II	L	42.25	43.46	44.65	45.86	47.07	48.30	49.58	50.88	52.22	53.59	55.00	56.45	57.94
IT Coordinator	L	42.25	43.46	44.65	45.86	47.07	48.30	49.58	50.88	52.22	53.59	55.00	56.45	57.94
Building Inspector II	K	39.41	40.54	41.68	42.79	43.92	45.08	46.27	47.48	48.73	50.01	51.33	52.68	54.07
Communications Manager	K	39.41	40.54	41.68	42.79	43.92	45.08	46.27	47.48	48.73	50.01	51.33	52.68	54.07
City Clerk	K	39.41	40.54	41.68	42.79	43.92	45.08	46.27	47.48	48.73	50.01	51.33	52.68	54.07
Economic Development Coordinator	K	39.41	40.54	41.68	42.79	43.92	45.08	46.27	47.48	48.73	50.01	51.33	52.68	54.07
GIS Coordinator	K	39.41	40.54	41.68	42.79	43.92	45.08	46.27	47.48	48.73	50.01	51.33	52.68	54.07
HRA Executive Director	K	39.41	40.54	41.68	42.79	43.92	45.08	46.27	47.48	48.73	50.01	51.33	52.68	54.07
Senior Accountant	J	36.56	37.62	38.68	39.71	40.76	41.83	42.93	44.06	45.22	46.41	47.63	48.87	50.17
Planner I	J	36.56	37.62	38.68	39.71	40.76	41.83	42.93	44.06	45.22	46.41	47.63	48.87	50.17
Building Inspector I	J	36.56	37.62	38.68	39.71	40.76	41.83	42.93	44.06	45.22	46.41	47.63	48.87	50.17
Recreation Program Coordinator	I	33.74	34.71	35.66	36.63	37.59	38.58	39.59	40.63	41.70	42.80	43.92	45.08	46.27
Property Maintenance & Fire Code insp	I	33.74	34.71	35.66	36.63	37.59	38.58	39.59	40.63	41.70	42.80	43.92	45.08	46.27
Planning Assistant II	I	33.74	34.71	35.66	36.63	37.59	38.58	39.59	40.63	41.70	42.80	43.92	45.08	46.27
Human Resources Assistant	I	33.74	34.71	35.66	36.63	37.59	38.58	39.59	40.63	41.70	42.80	43.92	45.08	46.27
Records Supervisor	H	30.89	31.79	32.66	33.54	34.43	35.34	36.27	37.22	38.20	39.20	40.24	41.29	42.38
IT Technician	H	30.89	31.79	32.66	33.54	34.43	35.34	36.27	37.22	38.20	39.20	40.24	41.29	42.38
Administrative Coordinator	H	30.89	31.79	32.66	33.54	34.43	35.34	36.27	37.22	38.20	39.20	40.24	41.29	42.38
Planning Assistant I	H	30.89	31.79	32.66	33.54	34.43	35.34	36.27	37.22	38.20	39.20	40.24	41.29	42.38
Building Permit Technician	H	30.89	31.79	32.66	33.54	34.43	35.34	36.27	37.22	38.20	39.20	40.24	41.29	42.38

Exhibit B

CITY OF FARIBAULT

ESTABLISHING COMPENSATION FOR PAID ON-CALL FIREFIGHTERS FOR 2025

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

Section 1: The hourly compensation for a Paid On-Call Firefighter is \$21.72 per hour effective January 1, 2025.

Section 2: A Paid On-Call Firefighter will receive \$300.00 per twelve months with an active EMT certification.

Section 3: A Paid On-Call Firefighter will receive annual years of service awards, as follows, if performance standards as set forth in Fire Department Policy AP-023 are met:

- 1-5 years of service: \$1,500
- 6-10 years of service: \$2,000
- 11-15 years of service: \$2,500
- 16-19 years of service: \$3,000
- 20+ years of service: \$3,500

Section 4: A Paid On-Call Firefighter will receive a two-hour minimum for all page events.

Section 5: Each Paid On-Call Firefighter will be covered by a \$25,000 life insurance policy obtained by the City of Faribault.

Exhibit C

CITY OF FARIBAULT	
POSITION CLASSIFICATION AND WAGE PLAN FOR 2025	
SEASONAL/TEMPORARY/PART-TIME/NON-BENEFITTED EMPLOYEES	
<u>Group 1</u>	
Concessions and Front Desk	\$12.50 – 16.00
Library Mending Aide	\$11.00 - 15.00
Library Page	\$11.00 - 15.00
Youth Staff	\$12.50 - 16.50
Circulation Desk Aide	\$13.00 - 17.00
Youth Leaders	\$12.75 - 18.00
Lifeguard and Swim Instructor	\$12.75 - 17.00
Building Supervisor	\$12.75 - 18.00
Recreation Supervisor	\$13.00 - 18.00
Parks Seasonal	\$13.00 - 18.00
Pool Manager	\$13.00 - 18.00
Public Works Streets/Utilities/Wastewater Seasonal	\$13.00 - 18.00
Interns - All Departments	\$12.00 - 18.00
Water Fitness Instructor	\$13.00 - 18.00
Aquatics Assistant	\$13.00 - 18.00
Pool Maintenance	\$13.00 - 18.00
Engineering Seasonal	\$13.00 - 18.00
<u>Skilled Instructors/Assistant/Official</u>	
Election Judges	\$13.00
Head Election Judges	\$15.00
Youth Officials (All Sports 4th - 5th grades)	\$12.50 - 17.00
Youth Officials (All Sports 6th - 7th grades)	\$12.50 - 20.00
Aquatics Instructor/Trainer	\$12.50 - 19.00
Swim Lesson Coordinator	\$12.50 - 19.00
Group Exercise Instructor	\$12.50 - 19.00
Taekwondo Instructor	\$13.00 - 21.00
Volleyball Official (1 hr or 45 minute matches)	\$14.00 - 26.00
Cub Football Official	\$14.00 - 27.00/game
Athletic Officials/ Umpires (Certified)	\$20.00 - 27.00/game
Enrichment	Negotiable
Music in the Park Coordinator	Negotiable
Youth Sports Director (All Sports)	Negotiable
At any time the Minnesota State minimum wage requirements are increased, any position that falls below the new minimum wage will be adjusted to the new rate.	



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: November 26, 2024
SUBJECT: Approve Faribault Firefighters I.A.F.F. Local 665 2025 CBA and MOU

Background:

Staff have reviewed with City Council a one-year contract for the Faribault Firefighters I.A.F.F Local 665 for 2025. The changes for 2025 are as follows:

- All Firefighters would receive a 13.5% cost of living increase.
- A compensation study will be done in 2025 and implemented in 2026.
- Language changes to incorporate previous Memorandum's of Understanding(MOU).
- Change of date for the existing HCSP MOU from 2022-2024 Local 665 CBA.

Staff recommends the approval of the changes, as presented, for the Faribault Firefighters I.A.F.F Local 665 CBA for 2025 and MOU.

Recommendation:

Approve the Faribault Firefighters I.A.F.F Local 665 CBA for 2025 and MOU.

Attachments:

1. Faribault Firefighters I.A.F.F. Local 665 2025 CBA
2. Faribault Firefighters I.A.F.F. Local 665 2025 - 2026 HCSP MOU

COLLECTIVE BARGAINING AGREEMENT BETWEEN
CITY OF FARIBAULT AND
FARIBAULT FIREFIGHTERS
I.A.F.F. LOCAL #665

CONTRACT PERIOD-JANUARY 1, 2025 TO DECEMBER 31, 2025

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Article 1 - DEFINITIONS

The terms set forth below shall be defined as follows:

Union: Faribault Firefighters, International Association of Fire Fighters, Local #665.

Union Member: A member of Faribault Firefighters Local #665 I.A.F.F.

Employee: A full-time employee of the City of Faribault and a person occupying a position in the bargaining unit for which Faribault Firefighters Local #665 I.A.F.F. is the exclusive representative.

Employer or City: The City of Faribault.

Union Officer: An officer elected or appointed by Faribault Firefighters Local #665 I.A.F.F.

All "days or dates" listed in this contract are based on calendar days unless otherwise noted.

Article 2 - RECOGNITION

The City recognizes International Association of Fire Fighters, Local #665 as the exclusive representative for all employees of the Faribault Fire Department who work more than 14 hours per week or 35% of the normal work week and more than 100 work days per year excluding all persons who are supervisory and confidential employees within the meaning of the Public Labor Relations Act of 1971 as amended. The term "employee" as applied to this contract shall refer to full-time employees as defined above.

Article 3 - PURPOSE

This contract is drawn in order to achieve and maintain a harmonious relationship between the City and the Union in order to (a) maintain and increase individual efficiency and quality of service, (b) to avoid interruptions or interference with the efficient operations of the City, (c) to express the complete agreement between the City and the Union, (d) to provide for equitable and peaceful adjustments of differences which may arise, and (e) to establish an agreement with respect to terms and conditions of employment.

Article 4 - MANAGEMENT RIGHTS

It is understood and agreed that management possesses the sole right to operate the City, and all management rights reposed in it, but that such rights must be exercised consistently with other provisions of this contract.

Existing customs and practices shall not in any way restrict the rights of management except that management will discuss new procedures with the Union prior to implementing them. These rights include but are not limited to the following: To set daily work schedules; to change methods of operation; to assign job duties; to require reasonable overtime; to establish reasonable work rules and regulations; to assign supervisors to work performed by employees in the bargaining unit in critical situations; to discipline; to direct the work forces; to hire, assign, and transfer employees; to

terminate employees with less than twelve months service if they fail to qualify for the position of Firefighter; to determine the methods and the number of personnel needed to carry out the City mission; to introduce new or improved methods, equipment, or facilities; and to determine the composition of the force needed to complete overtime work.

Article 5 - UNION RIGHTS

The City will not interfere with, restrain, or coerce employees in the form of their rights.

The City will not attempt to dominate or interfere with the administration of the Union.

The City will not discriminate against any employees regarding terms and conditions of employment because of Union activities.

The City will not refuse to bargain in good faith with the Union.

The City agrees to have facilities at reasonable times available for the purpose of conducting Union meetings and further agrees to provide and maintain space for a suitable bulletin board in the Fire Department to be used by the Union. The Union shall limit its posting of notes and bulletins to such bulletin board. The Union will not allow any material to be placed on the bulletin board urging or dramatizing statements or ideas which tend to interfere with management in the exercise of its rights.

The City agrees to deduct, once monthly, from the respective employees' wages an amount sufficient to provide payment of dues established by the Union, provided that the employee from whose wage such a deduction is made has authorized such a deduction by a written instrument signed by him/her and furnished to the City. The City agrees to remit such an amount deducted, monthly, to the appropriate designated officers of the Union. The Union agrees to provide the City with a minimum of 30 days' notice of any change in the rate of the amount to be withheld. Fair share employees within this union will not be deducted any dues in accordance with State Statute.

The City and the Union agree that they shall not discriminate against any person because of any Union membership or non-membership, nor because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age and that such person shall receive the full protection of this contract.

The Union will not interfere with or restrain any management personnel in the exercise of their management rights.

The Union will not attempt to dominate or interfere with the administration of the City.

The Union will not refuse to bargain in good faith with the City.

Article 6 - DISCIPLINARY ACTION

The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:

1. Oral reprimand;
2. Written reprimand;
3. Suspension;
4. Demotion; or
5. Discharge.

Suspensions, demotions, and discharges will be in written form.

Notice of an Employee's suspension, demotion or discharge shall become part of the Employee's personnel file after being provided to and acknowledged by signature of the Employee. Both the Employee and the Union will receive a copy of such notices. If an Employee refuses to sign the acknowledgement, that will be documented and placed with the notice in the Employee's personnel file.

Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

Employees will not be questioned concerning an investigation of disciplinary action unless the employee had been given an opportunity to have a Union representative present at such questioning.

The Employer shall impose progressive discipline but reserves the right to take any disciplinary action it deems appropriate under the circumstances.

Grievances relating to the discharge or suspension of an employee may be initiated by the Union at Step 3 of the grievance procedure.

Article 7 - GRIEVANCE PROCEDURE

A grievance shall mean a dispute or disagreement as to the interpretation or application of any term or terms of this contract. A grievance may only be filed that claims that the City has not complied with the intent of this contract. All grievances must be filed in writing to the appropriate Fire Chief within twenty-one (21) calendar days from the date of the infraction of the contract by management personnel.

7.1 Definitions

For this article, the following definitions shall apply:

Subd. 1. A "grievance" shall mean an allegation by an employee or Union resulting in a dispute or disagreement between the employee/Union and the City as to the interpretation or application of terms and conditions contained in this agreement.

Subd. 2. The term "days" means calendar days including Saturdays, Sundays, and any days designated by this agreement or by Minnesota Statutes as holidays.

Subd. 3. In "computing any period of time" prescribed or allowed by procedures herein, the date of the act, or event giving cause for the grievance shall not be included.

Subd. 4. The day in which the "act or event giving cause" for the grievance to be filed shall be considered the day or days in which the grievance occurred or the day in which the employee filing the grievance should have been aware of the act or event.

Subd. 5. The "filing or service" of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period allowed.

Subd. 6. "Reduced to writing" means a written statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Subd. 7. "Answer" means a written response outlining the party's position on the grievance.

Subd. 8. "Fire Chief" means the head of the department in which the Employee is employed.

7.2 Procedure

The employee shall initially attempt to settle the dispute with his /her immediate supervisor and upon failing to receive satisfaction shall proceed with the following grievance procedure. All grievances must be filed in writing to the appropriate Fire Chief within twenty-one (21) days from the date of the alleged infraction of the contract by management personnel.

Step 1

The employee or the Union shall file a written grievance with the appropriate Fire Chief. The filing of the grievance shall take place within twenty-one (21) days from the date of the alleged infraction. The Fire Chief will render a decision in writing to the Union within fourteen (14) days of the receipt of the grievance. All grievances must be reduced to writing, stating the sections of the contract that management personnel are alleged to have violated, and the action or relief sought.

Step 2

If the Union or employee does not wish to accept the Fire Chief's answer, the Union or employee may appeal the grievance to the City Administrator within fourteen (14) days of the Fire Chief's response. The City Administrator shall provide a written answer to the Union within fourteen (14) days of receipt of the grievance by the City Administrator or designee.

Step 3

If the City Administrator's answer is not satisfactory, the Union may file a copy

of the grievance, and an explanation of the action sought with the designated representative (Mayor or City Administrator) of the City Council within fourteen (14) days of the Union's receipt of the City Administrator's answer. The City Council shall answer the grievance appeal within twenty-one (21) days of receipt of the grievance from the Union.

Step 4

If the City Council's answer is not satisfactory, the Union may institute the arbitration procedure within this contract; however, the Union must notify the City of its intent to go to arbitration within fourteen (14) days of the Union's receipt of the City Council's answer.

Since unpaid suspensions, demotions and discharges are subject to City Council approval, any grievance related to the imposition of such discipline shall be initiated at Step 4 of the Grievance Procedure.

7.3 Waiver

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

Subd. 2. The grievance may be withdrawn by the aggrieved person at any level in writing.

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

7.4 Choice of Remedy

If the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period and the employee is vested with certain rights as a veteran under Minnesota Statutes, Section 197.46, the employee may elect to either appeal the grievance to Step 4 of the Grievance Procedure or make a timely request for review of the discipline decision at a Veteran's Preference hearing under Minnesota Statutes, Section 197.46. If a Veteran's Preference hearing is requested, the grievance is not subject to the arbitration procedure as provided in this Article and the employee shall have waived the employee's right to arbitrate pursuant to this Article.

Article 8 -ARBITRATION PROCEDURE

8.1 Purpose

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

8.2 Selection

Should the Union and Employer representatives be unable to agree on an Arbitrator within

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

8.3 Arbitrator's Decision

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

8.4 Arbitrator's Cost

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

8.5 Arbitrator's Authority

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

8.6 Arbitration Information

Upon appointment of the Arbitrator, both parties shall, within fourteen (14) days of the arbitration hearing, submit to the other party the following:

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

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

A party may not change the person selected to present their position at the arbitration hearing if the hearing is scheduled to occur within fourteen (14) days unless both parties mutually agree to the change. If, after fourteen (14) days, one party notifies the other of a change in the person presenting their position, the other party may have an additional two days in which to make a change of the person presenting their position.

Article 9 • WORK INTERRUPTIONS

Neither the Union, its officers or agents, nor any of the employees covered by this agreement will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part of the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. If any employee violates this Article, the Union shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this article may be disciplined subject to the grievance procedure. In any arbitration proceeding involving breach of this clause, the sole question for the Arbitrator is whether the employee engaged in the prohibited activity without justification.

Article 10 • SENIORITY

An employee in the Union who transfers from another department of the City shall accumulate total seniority from the other department for the purpose of calculating vacation and sick leave.

Seniority shall be defined as an employee's length of continuous service with the City dating from their last date of hire. Seniority in the employment relationship shall be broken and terminated if any employee (1) quits, (2) is discharged, (3) is absent from work for three consecutive working days without notification to the City, (4) is laid off and fails to report to work within twenty-one working days after having been recalled, (5) is absent from work for any unauthorized reasons for 30 days or for a period of time equal to their seniority, whichever is shorter, (6) fails to report for work at the termination of any leave of absence, (7) accepts other employment while on any leave of absence, (8) upon certification of a permanent disability, or (9) leaves the employ of the City.

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

Article 11 - PROBATIONARY EMPLOYEES

All employees, upon commencing full-time service with the City, shall serve a one-year probationary period. The wages of all probationary employees will be in accordance with provisions provided in the section on wages. Employees shall have no seniority until they

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

Article 12 - SAFETY

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

Article 13 - PHYSICAL FITNESS

The City may require a physical examination prior to beginning employment and annually thereafter. The City may require a health examination during the year in cases where the City believes any employee may have health problems which may jeopardize their health or life or that of their fellow employees. The City shall pay for those physical examinations it requires.

If, during the course of any physical examination required by the City, an employee is found to have health problems which may jeopardize their health or life, or that of their fellow employees, or is incapable of performing the essential functions of their position, the City may place that employee on sick leave and require a return to work approval slip that indicates the employee's physical condition did not warrant the action of mandatory sick leave, the employee's sick leave account will be reimbursed.

Article 14 - OVERTIME

The City has a right to schedule overtime as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest. All work required by the City in excess of the 53 hours in a standard work week shall be considered overtime. All overtime work shall be compensated for at the rate of one and one-half times the hourly rate of the employee. Overtime for the non-emergency callback is to be as equally distributed as is practicable among the persons employed at the Fire Department.

Compensatory Time - Work performed in excess of 53 hours as part of a standard work week, shall be compensated as follows:

- (A) Straight time pay at the employee's current rate, plus
- (B) An accrual of one-half (0.5) times the hours over fifty-three attributed to the employee's comp time account (Comp Time Account).

The Comp Time Account shall be maintained on an individual basis for each employee. The total number of Comp Time Account hours shall be transferred to the employee. An employee who for any reason leaves the employment of the department shall be paid for all Comp Time Account hours accrued in accordance with Federal Law at the appropriate rate. Full-time bargaining unit employees, at their option, may during any pay period submit for payment from the City any portion of their accumulated comp time. Any

accumulated comp time hours do need to be cashed out by the last payroll of every year. All record keeping shall be in accordance with Federal Law. Any part of this provision that is determined to violate Federal Law shall be re-negotiated and brought into compliance.

Article 15 - CALL BACK PAY

Off duty emergency call backs will be compensated as such and will be allowed when requested by the City, for a minimum of two (2) hours for each call back, at the rate of time and one-half (1-1/2) times the 2080 hourly rate of the employee involved. Fire Department employees shall be allowed to leave when the returning trucks are back in service. An emergency callback that results in an early report to or an extension of a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum. If the call-back work assignment and the employee's regular work shift overlap, the employee shall be paid the call-back rate of time and one half (1-1/2) at the 2080 hourly rate prior to and/or after their regular shift time. The regular shift shall continue until the employee's normal quitting time. Training, meetings, and scheduled events do not qualify an employee for call back pay under this Article.

Article 16 - USE OF PRIVATE AUTOMOBILE

Any employee who is required to use their personal automobile for City business shall be reimbursed at the rate paid by the federal government.

Article 17 - HOLIDAYS

On the first payroll period of December, employees shall be compensated for twelve (12) hours per holiday at their current rate of pay for the 11 holidays as follows: 1) New Year's Day; 2) Martin Luther King Day; 3) President's Day; 4) Memorial Day; 5) Juneteenth; 6) Independence Day; 7) Labor Day; 8) Veteran's Day; 9) Thanksgiving Day; 10) Day after Thanksgiving; and 11) Christmas Day. All employees shall also receive two (2) floating holidays at time of hire and at the beginning of each year to be taken in accordance with the rules governing vacation days.

Any employee required to work on a holiday shall receive compensation in accordance with the overtime provision of this contract and shall be compensated for at the rate of one and one-half times the hourly rate of the employee.

Article 18 • VACATION

All employees will be eligible for a paid vacation at their regular rate of pay pursuant to the following schedule: Vacation will be earned at the rate of 5.54 hours per pay period for the first five years; at the rate of 8.31 hours per pay period for the second five years; and at the rate of 11.08 hours per pay period thereafter.

An employee may not commence vacation leave until they have an accumulated total of at least three workdays, which is six months of continuous employment or for relocation or prescheduled vacation only. Employees earning vacation at the rate of 5.54 hours per pay period may not accumulate more than 252 hours. Employees earning vacation at the rate of 8.31 hours per pay period may not accumulate more than 372 hours. Employees earning vacation at the rate of 11.08 hours per pay period may not accumulate more than 468 hours.

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

Years of Service	Vacation
10 to 14 years	1 day
15 to 19 years	3 days
20 years	5 days

For the purpose of determining a vacation schedule for employees the following method shall be used:

The vacation roster runs from April 1 to March 31. Priority of vacation days shall be by seniority on each employee's respective shift. The senior shift employee shall start the "first choice" vacation roster by April 1st. The second senior shift employee is not obligated to make their "first choice" until their shift has worked 3 days in April. Each employee shall have a maximum of 3 shift working days to list their choice or forfeit to the next lower senior employee. Each employee shall notify the next lower senior employee that they have listed their choice or of their intent to decline taking a choice. To decline is the same as forfeit. A three-day minimum is required on "first choice" vacation. All days must be consecutive.

At the completion of the "first choice" round the "second choice" round shall begin. The senior shift employee shall begin the "second choice". The senior employee shall have a maximum of 3 shift working days to list a "second choice" or forfeit to the next lowest senior employee. Each employee shall notify the next lower senior employee that they have listed their choice or of their intent to decline taking a choice. To decline is the same as forfeit. A one day minimum is required on "second choice" vacation. All days must be consecutive.

At the completion of the "second choice" round the remaining open days may be taken as "floaters". The employee shall give a minimum of 24-hour notice prior to taking a "floater" vacation day or days. All days must be consecutive.

A floater cannot be taken when another employee is on vacation within the same shift.

Partial Day Vacations: Partial day vacations must be used in one (1) hour increments up to 23 hours. No employee, regardless of seniority shall be allowed to use a partial day vacation if another shift employee requests the entire day. A partial day vacation can be scheduled for a maximum of 30 calendar days in advance. The use of a partial day requires the clearing of all shift members. Once a partial day of vacation has been properly approved and listed it cannot be bumped. Changes in vacation schedule must be approved by the Fire Chief, or representative. The highest-ranking officer available may waive the 24-hour notice and/or the "same shift" limitation regarding the use of "floater" vacation days. Such waiver is at the complete discretion of the ranking officer available, and the granting or denial of a request shall not be grievable under the terms of this contract. An employee, who is dissatisfied with the method or results of the above process for determining a vacation, shall not have an opportunity to file a

grievance under the terms of this contract.

In the event that a retirement, resignation, or disciplinary action occurs between January 1, 2025 to December 31, 2025, the City and Local 665 will meet to discuss language related to the transition of the 40-hour work week to a 56-hour work week in regard to vacation and sick leave and time to transition. Language will be created further through an MOU.

Article 19 - INSURANCE

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

<u>Plan</u>		<u>Coverage</u>	
\$3000 Deductible	Single	Single+1	Family
Employer Percentage	92%	87%	82%
Employee Percentage	8%	13%	18%
\$1500 Deductible	Single	Single+1	Family
Employer Percentage	82%	77%	72%
Employee Percentage	18%	23%	28%

The City will match an Employee's contribution to their Health Savings Account (HSA) under the City HSA plan up to \$65.11/month for 2025. Employer contributions into the HSA plan will be made on a pro-rata basis twice monthly.

If any other group or individual receives contribution levels for insurance exceeding the negotiated contributions stated in this contract, this group would also receive those increased contributions.

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

The City agrees to discuss with the Union any changes in medical insurance coverage prior to implementation, however, such discussions will not be deemed negotiable, nor will they be grievable under this contract.

The City will provide term life insurance in the amount of \$100,000 with no cost to the employee.

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

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

No employee shall file, or permit to be filed, an insurance claim against the City's health care

provider until any health care benefits of employed dependents' health care plan have been utilized.

Article 20 • SICK LEAVE

Sick Leave shall be compensated for at the regular rate of pay. Sick leave may be legitimately used for the employee's own personal injury or illness during which time the employee shall be under the direct care of a physician or confined to his or her residence. Use of sick leave in a contrary manner may be grounds to withhold sick leave pay, or to discipline and/or discharge in the case of a repeated misconduct.

When an employee is eligible for Worker's Compensation payments, they may supplement these payments with a prorated portion of any accumulated sick leave so that the combination of the two benefits will equal the employee's net pay. Net pay is defined for these purposes as regular pay received from a standard work week less mandatory deductions which include federal and state taxes, social security, Medicare, PERA and wage garnishments. If the employee should exhaust their accumulated sick leave for their own personal injury or illness, the employee shall receive Worker's Compensation payments only. Working days only will be counted when using sick leave.

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

An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in the paragraph above. For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking.

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

Employees hired after January 1, 1999, shall earn sick leave at the rate of 360 hours per year. This sick leave shall be used at a rate of one 24-hour shift for 24 hours of sick leave. All employees shall be allowed a year-end accumulation maximum of 1,440 unused sick leave hours.

All unused sick leave in excess of the accumulated maximum amount as permitted under this Agreement and shall be bought back from the City on an annual basis. For employees hired after January 1, 1999, all unused sick leave in excess of the maximum accumulated amount shall be bought back by the City at a rate of one hour of pay (at a converted 40-hour rate) for each 6.4 hours of unused sick leave.

Employees must use sick leave in increments of at least one-fourth day or a minimum of one-hour increments with supervisor approval. Employees shall be allowed to use sick leave as needed except that in order to qualify for sick leave, an employee must report that they are sick no later than one hour before the time for which they are scheduled to report for work. This one-hour restriction shall not apply to employees who become sick while at work.

Employees on sick leave for more than two consecutive workdays may be required to submit a physician's statement of illness. Employees may be required to submit a physician's statement of illness after one day, if that day is immediately before or after a holiday or a scheduled vacation day.

Medical appointments are not to be scheduled for duty time unless prior approval is received from the Fire Chief.

Article 21 - JURY DUTY

All employees will receive a leave of absence when called for jury duty. The employee will be paid their regular rate of pay by the City. The employee shall in turn and submit to the City, the amount of jury duty paid for scheduled work days. Jury duty calls shall be reported to the Fire Chief on the first working day following the receipt of the jury summons.

Article 22- FUNERAL LEAVE

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

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

Article 23 - MILITARY LEAVE

Employees who are called to active duty in the U.S. military service shall receive a leave of absence without pay and shall be entitled to return to their former job providing said employee returns to work within required days after release from active duty. For specific information on this policy please refer to the Employer Personnel Policy Manual.

Article 24 - PERSONAL LEAVE OF ABSENCE

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

without pay, an employee shall retain their seniority; however, they shall forfeit all fringe benefits while on the leave except for hospitalization payable by the employee.

Article 25 - TERMINATION CONSIDERATION

When an employee leaves the employment of the City in good standing and with at least three years of continuous full-time City employment, they shall receive in salary one-half (1/2) of their accumulated unused sick leave up to a maximum equivalent of 720 hours. The words "in good standing" shall mean a minimum of two weeks' notice when due to retirement or resignation.

When an employee leaves the employment of the City in good standing, they shall receive all vacation and holiday pay earned up to the date of termination.

Upon written notification of retirement, an employee may begin to draw sick leave separation pay up to 18 months prior to the employee's last day of employment. The separation pay shall be computed at the rate of pay in effect when the employee receives the pay. The employee shall give notice of retirement prior to August 1st of the year in which payment is to be received.

Article 26 - WORK SCHEDULE

Employees shall be assigned to either 24-hour work shifts and a 56-hour work week or a 40-hour work week. Employees assigned 24-hour work shifts, and 56-hour work week shall be assigned to a schedule which averaging out over a 28-day period shall be typified as follows:

Day		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	then repeat
		on	off	on	off	on	off	off	off	off	

Employees assigned to twenty-four (24) hour work shifts shall receive paid break and mealtimes during their work shifts and be provided with an eight-hour period for sleep to be interrupted for duty only for emergency calls.

Employees will be given four weeks' notice of transfers from a 40-hour work week to a 56-hour work week; and from a 56-hour work week to a 40-hour work week. **Unless the transfer is necessary by the creation of a 56-hour work week position by retirement, resignation, termination, or addition of firefighters to the 56-hour work week.**

Article 27 - WAGES

Cost of Living Adjustment (COLA) is as follows: 2025 = 13.5%

The City will complete a Classification & Compensation Study in 2025 and implement in 2026 and future contracts. The job title and grades for Local 665 employees are as follows:

Firefighter = I
Fire Captain = L

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

requirements of their position. Step 1 through step 5 will be received every 6 months, steps 6 through 12 will be received every 12 months and step 13 will be received after 24 months.

		1	2	3	4	5	6	7	8	9	10	11	12	13
Firefighter - I	2025	\$24.87	\$25.58	\$26.29	\$27.00	\$27.71	\$28.44	\$29.18	\$29.95	\$30.74	\$31.55	\$32.38	\$33.23	\$34.10
	40 hr./wk.	\$34.81	\$35.80	\$36.80	\$37.80	\$38.78	\$39.80	\$40.85	\$41.93	\$43.03	\$44.16	\$45.32	\$46.51	\$47.74
Fire Captain - L	2025	\$31.13	\$32.02	\$32.90	\$33.80	\$34.69	\$35.60	\$36.54	\$37.50	\$38.48	\$39.50	\$40.53	\$41.60	\$42.69
	40 hr./wk.	\$43.59	\$44.84	\$46.07	\$47.32	\$48.56	\$49.84	\$51.15	\$52.50	\$53.88	\$55.30	\$56.75	\$58.24	\$59.78

In the event of a promotion from Firefighter to Fire Captain, the employee will be placed on the Fire Captain Wage Scale, three steps above the step that provides an increase over their current wage.

If any other exempt or non-exempt employee groups working for the City, excluding anyone being reclassified, going through probation, reorganization, or a promotion, receive an increase in base wages, this group would also receive that same percentage increase.

Article 28 - UNIFORMS

For replacement, care and maintenance of their uniforms, each employee shall receive \$65 per month (\$780 per year) from the City.

Article 29 - WORK OUT OF CLASSIFICATION

An employee who is designated by the Fire Chief to serve as acting Fire Captain shall be paid at the rate of \$2.25 above the employee's current wage.

Article 30 - EXCHANGE OF SHIFTS OR WORK WEEK

Each employee shall have the right to exchange shifts or work week or portions thereof with another employee when doing so does not interfere with the operation of the Department. It is the responsibility of the employee normally scheduled to be on duty to see that their position is properly filled, and to obtain permission in writing from the commander of the shift prior to the substitution. The Fire Chief will not be obligated to allow the shift or work week change if it would interfere in the efficiency or effectiveness of the Department.

Article 31 - TRAINING/CONTINUING EDUCATION

The City shall reimburse tuition, and book expenses to the employee upon satisfactory completion of a recognized course of job-related continuing education instruction. Such job-related instruction must be reviewed and approved by the City Administrator prior to the initiation of cost in order to be eligible for reimbursement. Such eligible reimbursement

may be entered into individually by the employee and City and a reimbursement to the City is required should the employee terminate their employment early, as per the schedule given at time of acceptance to the individual. Job related instruction does not include mandatory training necessary to maintain minimum licensing requirements.

Actual expenses (lodging costs, registration fees, meals, and transportation) will be reimbursed for any City initiated (required) on-duty training out-of-station. Required in-station training would be compensated for pursuant to the overtime provision.

Article 32 - LONG TERM DISABILITY

The City will provide, without cost to the employee, long-term disability insurance which will provide 66.6% of normal compensation commenced on the 91st day of disability.

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

Article 33 - COURT TIME

An employee who is required to appear in Court during their scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1 ½) times the employee's base pay rate. An extension of early report to a regularly scheduled shift for Court Appearance does not qualify the employee for the two (2) hour minimum. If an employee is scheduled to appear in Court and a cancellation occurs after 5:00 p.m. on the day prior to the court appearance, then the employee shall receive the two (2) hour minimum.

Article 34 - AGREEMENT OF THE PARTIES

This contract is the entire agreement of the parties, terminating all prior agreements and practices and concludes all collective bargaining during the term of the contract period. The Union specifically waives the right to bargain with respect to any subject or material referred to or covered in the agreement or with respect to any subject of material not specifically referred to or covered in the agreement even though it may not have been in the knowledge or the contemplation of the parties at the time the contract was negotiated. All proposals submitted by either party during the negotiation leading to this contract are hereby declared to be immaterial and not germane to any grievance or arbitration conducted based on this contract. No prior or existing custom or practice except those providing benefits is to be considered part of or as in any way supplementing the terms and provisions of this contract.

Article 35 - SAVINGS CLAUSE

If any provision of this contract, or the application of such provisions, should be rendered, or be declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this contract remain in full force and effect.

Article 36 - DURATION

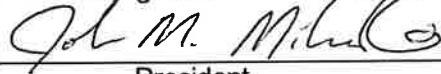
This agreement shall be binding and in full force and effect from January 1, 2025 through December 31, 2025.

Witness our hand and seal this ____ day of _____.

City of Faribault

Faribault Firefighters Local No.665 I.A.F.F

By: _____
Mayor

By:  _____
President

By: _____
City Administrator

By:  _____
Steward

By:  _____
Steward

MEMORANDUM OF UNDERSTANDING

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

WHEREAS, City and Union are parties to a collective bargaining agreement (CBA) and this MOU shall be in place for the time period of January 1, 2025 through December 31, 2026, two years; and

WHEREAS, the Union has voted to incorporate a Health Care Savings Plan (HCSP) into the CBA; and

WHEREAS, all Union employees wish to contribute three percent (3%) of their gross wage, every pay period, into an employee HCSP account going forward; and

WHEREAS, all Union employees wish to contribute any and all severance (sick time, vacation, holiday, comp time) and early retirement buyouts or offerings, at time of retirement or termination, into an employee HCSP account going forward; and

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

1. The City will withhold 3% of gross wages, every pay period, for all employees within the Union to be distributed into an employee HCSP account.
2. The City will remit any and all severance and early retirement buyouts or offerings, at time of retirement or termination, into an employee HCSP account.

(Note: This will remain in effect for the remainder of this MOU, until December 31, 2026, at which time the Union will review again to make changes as the Union sees fit. All employees must participate in the HCSP adopted through this MOU unless they are eligible to waive participation as determined by the HCSP. If a participant is granted a waiver by MSRS then that election is irrevocable. Upon an employee's death, contributions owed but not yet paid to the HCSP will be paid in cash to the employee's beneficiary.)

CITY OF FARIBAULT, MINNESOTA
A MUNICIPAL CORPORATION

Kevin F. Voracek, Mayor

Jessica Kinser, City Administrator

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

Steward

Steward

Steward

Dated: 11/25/2024, 2024



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: November 26, 2024
SUBJECT: Approve LELS Local 357 2025 CBA and MOU

Background:

Staff have reviewed with City Council a one-year contract for the LELS Local 357 group for 2025. The changes for 2025 are as follows:

- All Police Officers would receive a 13.5% cost of living increase.
- Compensation study will be done in 2025 and implemented in 2026.
- Language changes to incorporate previous Memorandum's of Understanding(MOU).
- Change of date for the existing HCSP MOU from 2022-2024 Local 357 CBA.
- Additional 3% compensation for officers on FTO assignment.
- Additional compensation of \$100 per pay period for a foreign language certificate as needed by the department.

Staff recommends the approval of the changes, as presented, for the LELS Local 357 CBA for 2025 and MOU.

Recommendation:

Attachments:

1. LELS Local 357 2025 CBA
2. LELS Local 357 HCSP MOU 2025 - 2026

***AGREEMENT
BETWEEN
CITY OF FARIBAULT
AND***



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

JANUARY 1, 2025 TO DECEMBER 31, 2025

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ARTICLE 1. PURPOSE OF AGREEMENT

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

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

ARTICLE 2. RECOGNITION

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

ARTICLE 3. DEFINITIONS

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

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

ARTICLE 4. EMPLOYER SECURITY

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

ARTICLE 5. EMPLOYER AUTHORITY

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

ARTICLE 6. UNION SECURITY

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

ARTICLE 7. EMPLOYEE - GRIEVANCE PROCEDURE

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

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

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

7.2 Processing of a Grievance

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

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

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

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

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

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

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892. In all other instances the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

7.3 Waiver

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

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

ARTICLE 8. SAVINGS CLAUSE

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

ARTICLE 9. COURT TIME

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

ARTICLE 10. SENIORITY

- 10.1 Seniority shall be determined by an employee's length of continuous employment with the Employer, by classification recognized by this Agreement. Seniority rosters shall be maintained by the Employer on the basis of time in grade and time within specific classifications.
- 10.2 Seniority shall be one of the factors considered for the bidding of shifts and vacation.

- 10.3 All employees, upon commencing full-time service with the City, shall serve a probationary period of one year. The wages of all probationary employees will be in accordance with provisions provided in the section on wages. Employees shall have no seniority until they have completed their probationary period. Upon completion of the probationary period, the employee shall be credited with seniority dating from the date of employment with the Employer. The terms of this contract shall not apply to any probationary employee with the exception of the provisions provided in the section on wages, special duty pay, and provisions of this section. Probationary employees shall receive no fringe benefits except health insurance, vacation, sick leave, and holidays until completion of their probationary period. Upon completion of the probationary period, employees shall receive all fringe benefits retroactive to the date of hiring. During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer.
- 10.4 Layoffs shall be accomplished on the basis of seniority. The employee to be laid off shall retain seniority for up to two (2) years from the time of the layoff. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of their layoff before any new employee is hired except that, any employee on layoff who is notified by registered mail to return to work and fails to do so within twelve (12) work days shall be considered to have voluntarily terminated employment with the Employer.

ARTICLE 11. DISCIPLINE

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

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

ARTICLE 12. WORK WEEK

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

ARTICLE 13. OVERTIME

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

ARTICLE 14. CALL-BACK TIME

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

ARTICLE 15. WORKING OUT OF CLASSIFICATION

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

ARTICLE 16. LEAVES OF ABSENCE

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

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

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

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

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

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

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

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

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

ARTICLE 17. POSTING OF JOB ASSIGNMENTS

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

ARTICLE 18. SICK LEAVE

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

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

ARTICLE 19. VACATIONS

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

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

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

- 19.4 Employees will not be allowed to accumulate vacation in excess of the maximum amounts previously specified unless they were specifically asked to forego a portion of their vacation in writing by the City Administrator. If it is necessary for the City Administrator to request that an employee forego a portion of their vacation time, the employee will be entitled to use that portion previously accumulated during the next ensuing six month period.
- 19.5 Employees will earn additional vacation day(s) per the total years of full-time service with the City of Faribault. Accrual day(s) will commence on the employee's anniversary date of hire per the chart below:

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

ARTICLE 20. INSURANCE

20.1

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

Plan:

\$3500 Deductible	Single	Single+1	Family
Employer Percentage	92%	87%	82%
Employee Percentage	8%	13%	18%
\$2000 Deductible	Single	Single+1	Family
Employer Percentage	82%	77%	72%
Employee Percentage	18%	23%	28%

- 20.2 The City will match an Employee's contribution to their Health Savings Account (H.S.A.) under the City H.S.A. plan up to

\$65.10/month for 2025. Employer contributions into the H.S.A. plan will be made on a pro-rata basis per pay period. The most recent H.S.A. employer contribution will increase based upon agreed Cost of Living Adjustment (COLA) listed in Article 23 for future contracts.

- 20.3 If any other city employee receives a higher Employer contribution, employees in this bargaining unit will receive the higher contribution as part of this agreement.
- 20.4 The employee's portion of the premium cost shall be paid through payroll deduction. In no case shall the City's contribution exceed the actual cost of the coverage selected by the employee. The City will provide at no cost to the employee a \$100,000 term life insurance policy.
- 20.5 Any employee provided with dependent health care coverage shall file such information as may be required by the Employer to determine the availability of health care insurance to employed dependents.
- 20.6 No employee shall file, or permit to be filed, an insurance claim against the Employer's health care provider until any health care benefits of employed dependents' health care plan have been utilized.
- 20.7 The Employer will allow retired employees to continue on as members in the medical insurance program, but the retired employee shall reimburse the Employer for the entire cost of the medical insurance policy.

ARTICLE 21 HOLIDAYS

- 21.1 Employees shall have the holidays hereinafter enumerated. Employees shall be granted the holidays off without loss of pay. For purposes of this contract the following dates shall be considered holidays: 1) New Year's Day; 2) Martin Luther King Day 3) President's Day; 4) Memorial Day; 5) Juneteenth; 6) Independence Day; 7) Labor Day; 8) Veteran's Day; 9) Thanksgiving Day; 10) Day after Thanksgiving 11) Christmas Day.
- 21.2 In addition to the holidays cited above all employees shall receive two (2) floating holiday to be utilized in accordance with the rules governing vacation.
- 21.3 Employees shall be credited 8 hours to the employee's holiday bank for each holiday as recognized in Article 21.1. Such credited hours shall be compensated for at their regular rate of pay on the last pay period preceding December 25th of each year.
- 21.4 Any employee required to work on a shift recognized as a Holiday in Article 21.1 shall receive compensation at one and one-half (1 1/2) times the employee's regular base rate of pay for the hours worked.
- 21.5 Employees working overtime on a shift recognized as a Holiday in Article 21.1 will be compensated at two and one-fourth (2 1/4) times the employee's regular base pay rate for the hours worked in excess of the employee's regularly scheduled shift. Changes of shifts do not qualify an employee for pay in this Article.

ARTICLE 22. TERMINATION CONSIDERATION

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

ARTICLE 23: WAGES

Cost of Living Adjustments (COLA) are as follows:

2025 13.5%

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

Patrol Officer Grade "J"

All new employees shall be placed between steps 1 through 9 based on experience and education. They will receive a step increase based on the scale below and meeting the requirements of their position.

All current employees will be placed in the new wage schedule at their current step and continue to progress based on their time in their position.

2025 Grade J

1	2	3	4	5	6	7	8	9	10	11	12	13
Start	6 months	6 months	6 months	6 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	24 months
\$ 37.73	\$ 38.82	\$ 39.31	\$ 40.97	\$ 42.05	\$ 43.16	\$ 44.30	\$ 45.46	\$ 46.66	\$ 47.89	\$ 49.15	\$ 50.43	\$ 51.76

The city agrees to conduct a Compensation study in 2025 which will be implemented on January 1, 2026.

ARTICLE 24. UNIFORMS

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

ARTICLE 25. SPECIAL DUTY PAY

Sworn personnel assigned unique additional responsibilities as defined by the Employer shall receive \$1.50 per hour in addition to their regular rate of pay while working a special duty assignment (SWAT, Mobile Field Force, Use of Force Instructor, and Firearms Instructor) which has been made in writing. Field Training Officers (FTO) shall receive additional compensation of 3% of base pay for all hours worked while assigned to the FTO program and the Patrol Division. Investigations Unit, SRO, K9, will receive \$480 per month while assigned. Reasonable notice shall be given for shift changes and they shall not be arbitrary.

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

ARTICLE 26. FOREIGN LANGUAGE PAY

Employees shall take a speaking exam through Language Testing International, or a mutually approved equivalent testing service. This is a 30 minute over-the-phone test, the cost of which will be paid by the City. To qualify for incentive pay, employees must score at the Advanced Level on the current ACTFL Proficiency scale. Employees must successfully re-test once every two-years in order to maintain eligibility for the incentive pay. Eligible foreign languages are those having a recognized presence in the community, as noted by the City's Title VI compliance efforts. American Sign Language shall be an eligible language for the purposes of this component. Sign language proficiency shall be measured by the American Sign Language Proficiency Interview offered through Gallaudet University, or a mutually approved equivalent testing service. Employees must score at or above Proficiency Level 3, and successfully re-test once every two-years. Eligibility immediately upon hire.

Employees determined to be proficient in a foreign language according to this section shall be compensated an additional \$100 per pay period.

ARTICLE 27. SHIFT DIFFERENTIAL

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

ARTICLE 28. TRAINING

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

ARTICLE 29. CONTINUING EDUCATION

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

ARTICLE 30. DURATION

The duration of this contract is to be one (1) year effective January 1, 2025 through December 31, 2025 .

IN WITNESS WHEREOF, the parties have executed this Agreement on the 22nd day of November 2025.

FOR THE CITY OF ARIBAULT:

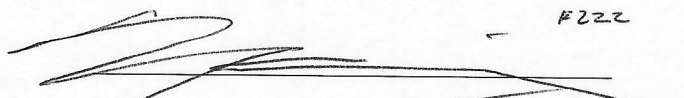
Mayor

City Administrator

FOR LAW ENFORCEMENT LABOR
SERVICES, INC.



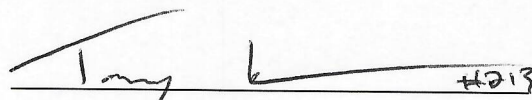
Terry Olson, L.E.L.S. B.A.

 #222

Matthew Kolling, LELS (Local #357) President



Matt Shuda, LELS (Local #357) Vice President

 #213

Tony Larson, LELS (Local #357) Steward

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the City of Faribault (the "City") and Law Enforcement Labor Services, Inc. Local No. 357 (the "Union").

WHEREAS, Union and City are parties to a Collective Bargaining Agreement for the time period of January 1, 2025 through December 31, 2025 (the "CBA") and

WHEREAS, the Union has voted to incorporate a Health Care Savings Plan (HCSP) into the CBA: and

WHEREAS, all Union employees wish to contribute three percent (3%) of their gross wage, every pay period, into an HCSP account going forward; and

WHEREAS, the City and Union have agreed to include a Health Care Savings Plan (HCSP) for Article 18.9 Sick Leave.

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

1. The City will withhold the 3% of the employees' Gross Wages every pay period for all employed within the Bargaining Unit to be distributed into an employee HCSP account
2. The Union agrees to add a HCSP into article 18.9 Sick Leave, that will add language to state: "Employees shall be compensated through a Health Care Savings Plan account (HCSP) at a rate of one hour of pay for each three hours of unused sick leave in excess of 500 hours,"
3. NOTE: This will remain in effect from January 1, 2025 until December 31, 2026, at which time the Union will review again to make changes as the Union sees fit. All employees must participate in the HCSP adopted through this MOU unless they are eligible to waive participation as determined by the HCSP. If a participant is granted a waiver by MSRS then that election is irrevocable. Upon an employee's death, contributions owed but not yet paid to the HCSP will be paid in cash to the employee's beneficiary.

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[SIGNATURE PAGE TO FOLLOW]

FOR THE CITY OF FARIBAULT:

FOR LAW ENFORCEMENT
LABOR SERVICES, INC.

Mayor



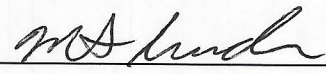
Terry Olson, L.E.L.S. B.A.

City Administrator

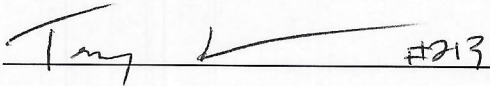
 #222

Matthew Kolling, LELS (Local #357) President

Dated: _____, 2024



Matt Shuda, LELS (Local #357) Vice President

 #213

Tony Larson, LELS (Local #357) Steward

Dated: Nov. 22nd, 2024



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: November 26, 2024
SUBJECT: Resolution 2024-226 Authorize Execution of RSA
PROPERTIES LLC SUBDIVISION NO 2
Development Agreement

Background:

On August 14, 2024, the City Council approved Resolution 2024-164, which approved the preliminary and final plat for RSA PROPERTIES LLC SUBDIVISION NO 2. Resolution 2024-164 requires the Developer and City to enter into a Development Agreement before recording the final plat. The attached Resolution authorizes the City to execute the Development Agreement, which is attached for reference.

Recommendation:

Approve Resolution 2024-226

Attachments:

1. Resolution 2024-226 Authorize Execution of RSA PROPERTIES LLC SUBDIVISION NO 2 Development Agreement

CITY OF FARIBAULT

RESOLUTION #2024-226

AUTHORIZE EXECUTION OF RSA PROPERTIES LLC SUBDIVISION NO 2 DEVELOPMENT AGREEMENT

WHEREAS, the Faribault City Council, on August 14, 2024, approved Resolution 2024-164: Approve the Preliminary and Final Plat for RSA PROPERTIES LLC SUBDIVISION NO 2; and

WHEREAS, as a condition of approval of said final plat, Resolution 2024-164 requires that the City of Faribault (the "City") Scott C. Amundson and Therese M. Amundson, married to each other, Sun Companies Property Management, LLC, a limited liability company under the laws of Minnesota, Daniel Russell Schulz, (collectively, the "Developer") enter into a Development Agreement; and

WHEREAS, the City, in consultation with the Developer prepared the Development Agreement attached as Exhibit A to this Resolution; and

WHEREAS, the Faribault City Council acknowledges that said Development Agreement is in a draft form that may require limited revisions before the execution and recording of the said Agreement.

NOW, THEREFORE BE IT RESOLVED, that Faribault City Council hereby approves the Development Agreement included in Exhibit A of this Resolution and authorizes City Staff and the City's Consultants to make limited revisions to the Agreement if needed to finalize the Agreement and its exhibits.

ALSO, BE IT RESOLVED, that the Developer must submit current title work for the Property pursuant to Minnesota Statutes Section 505.03, the Faribault City Code, and the required Development Agreement for this matter and abide by all conditions resulting from such title work and the resulting attorney plat opinion, as well as city staff review of the title work.

ALSO, BE IT RESOLVED, that the Faribault City Council hereby authorizes the Mayor and City Administrator to execute and record said Developer's Platting Agreement and related agreements included in the exhibits.

Date Adopted: November 26, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

EXHIBIT A

RSA PROPERTIES LLC SUBDIVISION DEVELOPER'S PLATTING AGREEMENT

THIS DEVELOPER'S PLATTING AGREEMENT (this "Agreement") dated _____, 2024, by and between the City of Faribault, a Minnesota municipal corporation (the "City"), and Scott C. Amundson and Therese M. Amundson, married to each other, Sun Companies Property Management, LLC, a limited liability company under the laws of Minnesota, Daniel Russell Schulz, (collectively, the "Developer") together with the City (the "Parties") or each a ("Party").

RECITALS

- A. The Developer is the fee owner of certain real property in the City of Faribault, Rice County, Minnesota (the "Property"), legally described in Exhibit A.
- B. The Developer intends to subdivide the Property as follows:
 - 1. One (1) lot containing an existing industrial use in the I-1, Light Industrial zoning district; and
 - 2. One (1) lot for a future multi-family residential use in the R-4, High-Density Residential zoning district.
- C. The City Council approved the preliminary plat and final plat of the Property in Resolution 2024-164 on August 14, 2024, (attached as Exhibit B; the "Plat"). Said resolutions (collectively the "Authorizing Resolutions") are incorporated by reference to this Agreement as if fully set forth herein. This Agreement is subject to the conditions and

requirements of the Authorizing Resolutions, the Faribault City Code, state statutes, and the City Attorney's plat opinion.

TERMS OF THE AGREEMENT

In consideration of each Party's promises as outlined in this Agreement, the Parties mutually agree to the following:

ARTICLE ONE GENERAL PROVISIONS

- 1.01. Incorporation of Recitals and Exhibits.** This Agreement incorporates its recitals and exhibits as set forth herein.

ARTICLE TWO REPRESENTATIONS AND WARRANTIES

- 2.01. City Representations and Warranties.** The City makes the following representations related to its obligations in this Agreement:

- A. The City is a municipal corporation under the laws of Minnesota.
- B. The City has the right, power, and authority to execute, deliver and perform its obligations under this Agreement.

- 2.02. Developer's Representations and Warranties.** The Developer makes the following representations related to its obligations in this Agreement:

- A. The Developer is a Minnesota limited liability company.
- B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the individual who executes this Agreement is duly authorized to sign on behalf of the Developer and bind the Developer to this Agreement.
- C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound, which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree that

would prohibit the Developer's execution, performance, or transactions provided for in this Agreement.

- D. The Developer has complied with and will continue to comply with all applicable federal, state, and local statutes, laws, ordinances, and regulations, including any permits, licenses, and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property and the Public Improvements. The Developer is unaware of any pending or threatened claim of any such violation. Including the above, the Developer expressly acknowledges and agrees that it has and must at all times comply with every provision of the City's subdivision, zoning, and other related municipal code regulations.
- E. There is no suit, action, arbitration, legal or administrative proceeding, or other proceeding or governmental investigation pending or threatened against or affecting the Developer or the Property. The Developer is not in default for any order, writ, injunction, or decree of any federal, state, local or foreign court, department, agency, or instrumentality.
- F. The Developer must not make any untrue or misleading statement of material fact or omit any material fact to this Agreement or any written document that the Developer, or anyone on behalf of the Developer, will furnish.
- G. The Developer has sufficient funds or has obtained a commitment to finance the construction of the Public Improvements and other work that the Developer may undertake in conjunction with the Public Improvements.

ARTICLE THREE CONSTRUCTION IMPROVEMENTS

3.01. Public Improvements. There are no proposed public improvements associated with this Plat. Existing public sewer, watermain, and roads serve the Property.

3.02. Private Improvements. The Developer must obtain all necessary approvals and permits from the City of Faribault and all other applicable jurisdictions before constructing any improvements on the Property.

ARTICLE FOUR ADDITIONAL PROVISIONS

4.01. Platting Requirements. The Developer must plat the Property consistent with the final Plat of RSA PROPERTIES LLC SUBDIVISION 2 approved by the City Council in Resolution No. 2024-164 on August 14, 2024, attached as Exhibit C. Platting requirements include, but are not limited to, the following:

- A. General Requirements. The Developer must satisfy, complete, and abide by all requirements in the Authorizing Resolutions outlined in Exhibit B and elsewhere in this Agreement. The Developer must address all plat, engineering, and other items and opinions as may be directed by the City Attorney, City Engineer, or others with City review and approval authority.
- B. Title Work/Consent/Attorney Review. Before recording the Plat with Rice County, the Developer must provide the City with an updated and certified Abstract of Title and/or Registered Property Abstract per Minnesota Statutes 505.03. Alternatively, the Developer must provide a Commitment for a Title Insurance Policy for the Property naming the City as the proposed insured and with \$50,000.00 coverage. If the Developer does not record the Plat in the year 2024, the Developer must adjust the policy coverage per the formula approved by the City for the year the Plat is recorded with Rice County.

The above-referenced title work must identify all entities with a legal interest in the Property, including but not limited to any entity with mortgage interest, easement interest, or related interest. Before recording the Plat with Rice County, the Developer must provide the City with signed consent from all entities with a legal interest in the Property, including but not limited to any entity with mortgage interest. The City Council's approval of the Plat contemplated by the Authorizing Resolution

and this Agreement is subject to the Developer's compliance with this provision.

The evidence of title, which determines which entities must execute the Plat and other documents to be recorded against the property, is subject to the review and approval of the City Attorney and the issuance of the City Attorney's plat opinion attached and incorporated into this Agreement as Exhibit C. If the Developer provides the City with a Commitment for a Title Insurance Policy, the Developer must cause a Title Insurance Policy to be issued consistent with the Commitment for a Title Insurance Policy. The policy must be to the satisfaction of the City Attorney, and the policy must be effective on the date on which the Plat is recorded. The City will not issue any permits or certificates of occupancy until the Developer provides the City with the following:

1. The required Title Insurance Policy;
 2. Evidence that all documents have been recorded per this Agreement; and
 3. All conditions for the release of the Plat have been met to the satisfaction of the City Attorney.
- C. Plat Revisions. The Parties to this Agreement acknowledge that revisions or corrections to the Plat may need to occur. The Developer agrees to undertake, assist with, and resolve such revisions or corrections as directed by the City. The Parties agree to cooperate regarding any reasonable requests to revise or correct any errors in the Plat and provide all additional documentation deemed necessary by either Party to effectuate such revisions or corrections to the Plat. The Developer is responsible for all application fees, development, and construction costs associated with such revisions.
- D. Parkland Dedication Fee. The required parkland dedication fee is outlined in Resolution 2024-164 (Exhibit B) as follows:

1. Lot 1, RSA PROPERTIES LLC SUBDIVISION contains an existing industrial use. No parkland dedication fee is required for Lot 1.
 2. The Developer anticipates constructing a multi-family residential building on Lot 2, RSA PROPERTIES LLC SUBDIVISION. The Developer must pay the required cash in lieu of parkland per the City Code of Ordinances in effect when the Developer requests a building permit for Lot 2, RSA PROPERTIES LLC SUBDIVISION NO. 2. The City will not issue a building permit or other development permit for the lot until the Developer pays the required parkland dedication fee.
- E. Stormwater Operation and Maintenance Agreement. The Developer must provide stormwater facilities that serve the Property per all applicable codes and regulations in effect at the time of development or site improvements. The City Engineer must review and approve the stormwater facilities before the City will issue a building permit related to work associated with the Property. The City will not issue a certificate of occupancy for any development until the Developer enters into a stormwater operation and maintenance agreement, if required, to the satisfaction of the City Engineer.
- F. Property Monumentation. The Developer must complete the following tasks:
1. Furnish and install temporary property monumentation by, or under the direction of, a registered land surveyor before and during the construction of the Public Improvements as needed to ensure proper layout of the development.
 2. Furnish and install all permanent property monumentation within one (1) year of the Plat's recording. The City will not issue a building permit on any lot in the development that does not have permanent property monuments.

3. Verify the installation of all required Property monumentation. Execute and submit to the City Engineer the Certificate of Installed Property Monumentation provided in Exhibit D of this Agreement
 4. Mark all monuments with a steel or fiberglass post to allow an authorized agent of the City to verify the installation of the property monuments.
- G. Copies of the Plat. The Developer must provide the City Engineer with a reproducible signed Mylar copy and an electronic file of the Plat, in a format suitable to the City Engineer, after all signatures have been obtained.
- H. Deadline to Record Plat. The Developer must record the Plat with the Rice County Recorder's Office within twelve (12) months following City Council approval. The Developer's failure to record the Plat within the required deadline will automatically make the Plat null and void unless the City Council extends the deadline to record the Plat.

4.02. Access and Use of the Property During Construction. The City's right to access the Property and the Developer's responsibilities for parking, storage, and staging during construction are as follows:

- A. City Access. The Developer grants the City, its agents, employees, officials, and contractors a non-revocable license to enter the Property to perform all work, testing, and inspections deemed appropriate by the City related to the Project and the Property.
- B. Parking and Storage. The Developer must provide adequate parking and storage area for workers, equipment, construction materials, or other items associated with the Project. To the extent possible, parking, storage, and staging must occur on the Property. The Developer must submit a plan to the City Engineer that adequately depicts and defines contractor parking and all construction staging areas. The Developer must delineate all construction staging areas with appropriate construction fencing.

4.03. Payment of City Costs. The Developer must reimburse the City for

its actual costs as follows:

- A. Developer's Escrow to Process the Plat and this Agreement. The Developer provided the City with a \$5,000.00 cash escrow to reimburse the City for its actual costs regarding the following:
 - 1. The preparation and administration of this Agreement, the Plat, and other related documents, permits, and applications associated with the Project; and
 - 2. The fees and the costs of the City Attorney and other technical and professional assistance (including but not limited to the cost of City staff time) incurred or expended by the City on activities arising out of this Agreement and related undertakings.
- B. Replenishment and Return of the Developer's Escrow. Within ten (10) days of demand by the City, the Developer must pay all City costs that exceed the amount of the established escrow. The City will return all remaining escrow to the Developer after the Project's completion and after the Developer has paid all required City costs and expenses per this Agreement.
- C. City Attorney's Fees to Enforce the Agreement. If the City brings a suit or action against the Developer to enforce the terms of this Agreement, the Developer must pay the City's costs and expenses, including attorney fees.
- D. Remedy to Recover the City's Costs. If the City does not recover its costs under the provisions of this Agreement, the City may assess the Property in the manner provided by Minnesota Statutes, Chapter 429. The Developer consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments under Minnesota Statutes, Section 429.081. The amount levied, together with the funds deposited with the City under this Agreement, must not exceed the expenses incurred by the City in the completion of the Public Improvements. Further, the City may recover incurred City expenses through service charges, per Minnesota Statutes, Section 415.01, 366.011,

and 366.012. Finally, the Developer agrees all such unpaid amounts constitute charges for governmental services that the City may, at its option, collect as a first in priority lien on any unsold lots and on any other property the Developer may own in the state pursuant to Minnesota Statutes, section 514.67.

- E. Survivability of Payment of the City's Costs. This Section survives termination of this Agreement and binds the Developer, regardless of the enforceability of other provisions of this Agreement.

4.04. Building Permits and Occupancy Permits. City approval of the Plat does not include City approval of a building permit. The Developer or another party applying for a building permit is responsible for paying the required fees associated with a building permit and other deferred fees specified in this Agreement. The City will not issue a building permit for any construction associated with the Plat until the following has occurred to the satisfaction of the City:

- A. The Plat and this Agreement have been executed and recorded with Rice County;
- B. The Developer has paid all required fees associated with the Plat and this Agreement; and
- C. The Developer has fulfilled all requirements of this Agreement to the satisfaction of the City.

4.05. Indemnification. The City, its officials, agents, and employees are not liable or responsible to the Developer, the Developer's successors or assigns, the Developer's contractors or subcontractors, material suppliers, laborers, or any other person for any claim, demand, damage, or cause of action or character arising out of or because of the execution of this Agreement or the performance and completion of this Agreement. The Developer and the Developer's successors or assigns agree to protect, defend and save the City and its officials, 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, attorney fees, consulting engineering services, and other technical, administrative or professional assistance. Nothing in this Agreement constitutes a waiver

or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466, or otherwise.

4.06. Developer's Default. If the Developer defaults on any work or undertaking required by this Agreement, the City may perform the work as follows:

- A. Reimbursement. The Developer must promptly reimburse the City for any expense incurred by the City.
- B. License for City Action. This Agreement licenses the City to act. The City need not obtain a court order to enter the Property to perform any work on which the Developer defaults.
- C. Special Assessment. The City may levy special assessments against the lots within the Plat to recover its costs for performing any work on which the Developer defaults. For this purpose, the Developer, for itself and its successors and assigns, expressly waives all procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the assessed land. For itself and its successors and assigns, the Developer also waives any appeal rights otherwise available under Minnesota Statutes Section 429.081.

4.07. Miscellaneous Provisions.

- A. Complete Understandings between the Parties. This Agreement and its recitals and exhibits constitute the complete and exclusive statement of all mutual understandings between the Parties to this Agreement. This Agreement supersedes all prior or contemporaneous proposals, communications, and understandings, whether oral or written, on the subject matter.
- B. Amendment. Any amendment to this Agreement must be in writing and signed by both Parties.
- C. Assignment. The Developer must not assign any of its obligations under this Agreement without the prior written

consent of the City.

- D. Agreement to Run with the Land. The Developer must record this Agreement among the land records of Rice County, Minnesota. This Agreement runs with the Property and binds the Developer and its assigns or successors in interest. Notwithstanding the preceding, no conveyance of the Property or any part of the Property relieves the Developer of its liability for the full performance of this Agreement unless the City releases the Developer in writing.
- E. Compliance with Laws and Regulations. The Developer represents to the City that the Project and the development of the Property, the subdivision, and the Plat comply with all city, county, state, and federal laws and regulations including, but not limited to, subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the subdivision, the Plat, or the development of the Property does not comply with pertinent laws and regulations, the City may not allow work on the Property until there is compliance. Upon the City's demand, the Developer must cease work until there is compliance.
- F. No Third-Party Recourse. Third parties will have no recourse against the City under this Agreement.
- G. Breach of Agreement Terms. Any breach of the terms of this Agreement by the Developer are grounds for denial of building permits, including building permits associated with lots sold to third parties.
- H. Invalidation of a Provision. The provisions of this Agreement and related documents are understood to be valid under applicable law. If a court or other competent jurisdiction invalidates any provision, that provision will be ineffective only to the extent of such invalidity. It will not invalidate the remainder of the provision or the remaining provisions of this Agreement or related documents.
- I. Choice of Law and Venue. This Agreement is governed by and construed per the laws of the state of Minnesota. The state or

federal courts in Minnesota will hear all disputes, controversies, or claims arising from this Agreement. All parties to this Agreement waive any objection to the jurisdiction of these courts.

- J. Enforcement of this Agreement. No failure by any Party to enforce the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any consequent right or remedy to a breach of this Agreement, constitutes a waiver of any such breach of any other covenant, agreement, term, or condition. No such failure implies that any Party may again waive such covenant, agreement, term, or condition.

The action or inaction of the City will not constitute a waiver or amendment to the provisions of this Agreement. Binding amendments or waivers must be in writing and signed by the Parties. The City's failure to promptly take legal action to enforce this Agreement does not provide the Developer with a waiver or release.

- K. Remedies Not Exclusive. No remedy conferred by any provision of this Agreement is the Party's exclusive remedy. In addition to the rights and remedies in this Agreement, the Parties will have all other rights and remedies provided to them by applicable law, rule, exception, or other agreement.
- L. Disclaimer of Relationships. The Developer or any third party must not deem or construe this Agreement or any act by the City or the Developer to create any relationship of a third party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.
- M. Counterparts. The Parties to this Agreement may execute in any counterparts, each of which will constitute the same instrument.
- N. Changes in Official Controls. For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls will apply to or affect the use, development density, lot size, lot layout, or dedications of the approved plat unless required by state or federal law or agreed

to in writing by the Developer and the City. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting, or dedication requirements enacted after the date of this contract.

- O. Other Development Agreements. Any additional development agreements affecting the Property are incorporated in this Agreement by reference as fully included in this Agreement. If any such development agreements and this Agreement are inconsistent, the language of this Agreement will control.
- P. Administration of Data. The City will administer data provided to the Developer or received from the Developer under this Agreement per the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- Q. Additional Requirements. The Developer must satisfy, complete, and abide by all requirements outlined in the Authorizing Resolution, the City Attorney's plat opinion, and all adopted City ordinances and resolutions affecting the Property, all of which are incorporated herein by reference as if fully outlined in this Agreement. In addition, the Developer must adequately address all items as may be directed by the City Attorney, the City Engineer, or others with review and approval authority for the City.
- R. Certificate of Completion. Upon the Developer's compliance with the Agreement and recording of the Plat, the City agrees to execute and record a Certificate of Completion in the form attached hereto as Exhibit E.

4.08. Notices and Demands. Each Party must sufficiently give, personally deliver, or deliver by registered or certified mail, postage prepaid, return receipt requested, any notice, demand, or other communication under this Agreement as follows:

- A. As to the Developer: Sun Companies Property Management

Attn: Scott C. Amundson
1919 NW 2nd Street
Faribault, MN 55021-5502

B. As to the City: City of Faribault
Attn: City Administrator
208 NW First Avenue
Faribault, MN 55021-5105

with a copy to: Scott J. Riggs, City Attorney
Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402-1299

Either Party may designate another address for communications as per the provisions of this Agreement.

The remainder of this page is left intentionally blank.

IN WITNESS OF THE ABOVE, the Parties have caused this Agreement to be executed on the date and year written above.

CITY OF FARIBAULT

By: _____

Kevin F. Voracek
Mayor

By: _____

Jessica L. Kinser
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Kevin F. Voracek and Jessica L. Kinser, the Mayor and City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of the City.

By: _____

Notary Public

DEVELOPER

By: Scott C. Amundson

By: Therese M. Amundson

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Scott C. Amundson and Therese M. Amundson, married to each other, fee owners.

Notary Public

**SUN COMPANIES PROPERTY
MANAGEMENT, LLC**

By: _____
Scott C. Amundson

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Scott C. Amundson, the chief manager of Sun Companies Property Management, LLC, a limited liability company under the laws of Minnesota, on behalf of the company.

Notary Public

By: _____
Daniel Russell Schulz

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Daniel Russell Schulz, fee owner.

This document drafted by:

KENNEDY & GRAVEN, CHARTERED (SJR)
150 South 5th Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A
LEGAL DESCRIPTION

Lot 1, Block 1, and Outlot A, RSA Properties LLC Subdivision, in the City of Faribault, Rice County, Minnesota.

AND

(Parcel's 1 & 2)

Part of Lot 57 in the State Subdivision of Section 36 Township 110 North Range 21 West, of the fifth principal meridian, in the City of Faribault, Rice county, Minnesota, described as follows: beginning at the southwesterly corner of said Lot 57; thence North 68°03'45" East, assumed bearing, along the southeasterly line of said Lot 57, said line also being the center line of Fourth Street in said City of Faribault, 159.78 feet; thence North 0°16'45" West, parallel with said west line of Lot 57, a distance of 35.51 feet to a point on the northwesterly line of said Fourth Street, which is 148.5 feet east of the west line of said Lot 57, said point being the true point of beginning of the land herein described; thence South 68°03'45" West, along said northwesterly line of Fourth Street, 75.28 feet; thence North 17°35'39" West, 107.58 feet; thence North 3°24'07" West, 73.94 feet; thence North 0°18'15" West, 172.46 feet to a point in a line 1008.07 feet south of the north line of said Lot 57; thence North 89°51'45" East, along a line parallel with and 1008.07 feet southerly from said north line of Lot 57, a distance of 70.67 feet to the west boundary line of lands heretofore conveyed to Maple Lawn Cemetery Association by deed dated November 30, 1954, and recorded in book 186 of deeds page 549 and recorded in the office of the County Recorder of Rice County, Minnesota.

All that part of Lot 57 of the State Sub-division of Section 36, Township 110 North, Range 21 West of the fifth principal meridian, in the City of Faribault, Rice County, Minnesota, described as follows:

Beginning at a point on the southeasterly boundary of said Lot 57, which is also the center line of Fourth Street in said City of Faribault, 159.78 feet northeasterly of the southwest corner of said Lot 57; thence north, parallel with the west line of said Lot 57, 35.51 feet to a point on the northwesterly line of said Fourth Street which is 148.5 feet east of the west line of said Lot 57; thence northwesterly at right angles to the said northwesterly line of Fourth Street, 59 feet to a point 126.73 feet east of the said west line of Lot 57; thence northwesterly 266.47 feet to a point 113 feet east of the said west line of Lot 57, and 1008.07 feet south of the north line of said Lot 57; thence easterly, parallel with, and distant 1008.07 feet south of the said

north line of Lot 57, 158 feet to a point 389.6 feet west of the east line of said Lot 57; thence south, parallel with, and distant 271 feet easterly of the said west line of Lot 57, 307.43 feet to the said southeasterly line of Lot 57; thence southwesterly, 131.81 feet to the point of beginning; subject, however, to a street easement over that portion thereof lying southeasterly of a line drawn parallel to, and distant 33 feet northwesterly of, the said southeasterly line of said Lot 57, containing in all about 1.122 acres and containing about 1.022 acres exclusive of said street easement; together with, a driveway easement over, under and across the following described triangular parcel of said Lot 57; beginning at a point on the said northwesterly line of fourth street, 148.5 feet east of the said west line of Lot 57; thence northwesterly at right angles to the said northwesterly line of fourth street, 59 feet; thence southeasterly, 62.29 feet, to a point on said northwesterly line of Fourth Street which is 19.98 feet southwest of the point of beginning; thence, along said street line, northeasterly, 19.98 feet to the point of beginning.

Thence South $3^{\circ}12'50''$ East, along said west boundary line, a distance of 266.47 feet to a point 126.73 feet east of the west line of said Lot 57; thence southeasterly, 59 feet to said true point of beginning; subject to driveway easement in common with Maple Lawn Cemetery Association over and across the following described triangular parcel of said Lot 57: beginning at a point on said northwesterly line of fourth street, 148.5 feet east of said west line of Lot 57; thence northwesterly, at right angles to said northwesterly line of Fourth Street, 59 feet; thence southerly 62.29 feet to a point in said northwesterly line of Fourth Street, 19.98 feet southwest of said point of beginning; thence along said northwesterly line of Fourth Street, 19.98 feet to said point of beginning.

AND

(Parcel 3)

All that part of Lot 57 of the State Subdivision of Section 36, Township 110 North, Range 21 West of the fifth principal meridian, in the City of Faribault, Rice County, Minnesota, described as follows: beginning at a point on the southeasterly boundary of said Lot 57, which is also the center line of Fourth Street in said City of Faribault, 159.78 feet northeasterly of the southwest corner of said Lot 57; thence north, parallel with the west line of said Lot 57, 35.51 feet to a point on the northwesterly line of said Fourth Street which is 148.5 feet east of the west line of said Lot 57; thence northwesterly, at right angles to the said northwesterly line of Fourth Street, 59 feet to a point 126.73 feet east of the said west line of Lot 57; thence northwesterly 266.47 feet to a point 113 feet east of the said west line of Lot 57,

and 1008.07 feet south of the north line of said lot 57; thence easterly, parallel with, and distant 1008.07 feet south of the said north line of Lot 57, 158 feet to a point 389.6 feet west of the east line of said Lot 57; thence south, parallel with, and distant 271 feet easterly of the said west line of Lot 57, 307.43 feet to the said southeasterly line of Lot 57; thence southwesterly, 131.81 feet to the point of beginning; subject however, to a street easement over that portion thereof lying southeasterly of a line drawn parallel to and distant 33 feet northwesterly of, the said southeasterly line of said Lot 57; together with a driveway easement over, under and across the following described triangular parcel of said Lot 57; beginning at a point on the said northwesterly line of Fourth Street, 148.5 feet east of the said west line of Lot 57; thence northwesterly, at right angles to the said northwesterly line of Fourth Street, 59 feet; thence southeasterly, 62.29 feet, to a point on said northwesterly line of Fourth Street which is 19.98 feet southwest of the point of beginning; thence, along said street line, northeasterly, 19.98 feet to the point of beginning.

AND

(Parcel 4)

All that part of Lot 57 of the State Sub-division of Section 36, Township 110 North, Range 21 West of the fifth principal meridian, in the City of Faribault, Rice County, Minnesota, described as follows, to-wit: beginning at a point on the west line of the east 8 acres of said Lot 57, 1008.07 feet south and 286.33 feet west of the northeast corner (cor) of said Lot 57; thence south, parallel with, and distant 286.33 feet westerly of the east line of said Lot 57, 266.21 feet to the southeasterly line of said Lot 57, located at the center line of Fourth Street in said City of Faribault; thence southwesterly, along said southeasterly line of Lot 57, 110.98 feet to a point 271 feet east of the west line of said Lot 57; thence north, parallel with the said west line of Lot 57, 307.43 feet to a point 1008.07 feet south of the north line of said Lot 57; thence east, parallel with the said north line of Lot 57, 103.27 feet to the point of beginning; subject, however, to a street easement over that portion thereof lying southeasterly of a line drawn parallel to, and distant 33 feet northwesterly of the said southeasterly line of Lot 57.

AND

Part of Lot 57 and 58, State Subdivision of Section 36, Township 110 North, Range 21 West of the 5th Principal Meridian, in the City of Faribault, Rice County, Minnesota, described as follows: Beginning at the southwesterly corner of said Lot

57; thence North 68°03'45" East, assumed bearing, along the southeasterly line of said Lot 57, said line also being the centerline of Fourth Street in said City of Faribault, 159.78 feet; thence North 0°16'45" West, parallel with said West line of Lot 57, a distance of 35.51 feet to a point in the northwesterly line of said Fourth Street, which is 148.5 feet East of the West line of said Lot 57; thence South 68°03'45" West, along said northwesterly line of Fourth Street, 75.28 feet to the true point of beginning of the parcel to be herein described; thence North 17°35'39" West, 107.58 feet; thence North 3°24'07" West, 73.94 feet; thence North 0°18'15" West, 172.46 feet to a point in a line 1008.07 feet South of the North line of said Lot 57; thence South 89°51'45" West, along a line, parallel with and 1008.07 feet southerly from said North line of Lot 57 and Lot 58, a distance of 87.22 feet to a point 44.89 feet West of the East line of said Lot 58; thence South 0°16'45" East, parallel with said East line of Lot 58, a distance of 230.21 feet; thence southeasterly, at right angles to said northwesterly right-of-way line of Fourth Street, 156.11 feet to a point in said northwesterly line of Fourth Street, 70.64 feet southwesterly from said true point of beginning; thence North 68°03'45" East, along said northwesterly line of Fourth Street, 70.64 feet to said true point of beginning, EXCEPTING THEREFROM The North 100 feet thereof.

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EXHIBIT B
RESOLUTION #2024-164 APPROVE PRELIMINARY AND
FINAL PLAT OF 1919 2ND STREET NW

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2024-164
APPROVE THE PRELIMINARY AND FINAL PLATS FOR RSA PROPERTIES
SUBDIVISION No 2 AT 1919 2ND ST NW

WHEREAS, Rick Amundson (the "Applicant"), on behalf of Sun Companies Property Management (the "Owner") requests preliminary and final plat approval plat for two lots near 1919 2nd St NW, legally described in Exhibit A; and

WHEREAS, City Staff completed a review of said applications and made a report to the Planning Commission, a copy of which City Staff presented to the City Council; and

WHEREAS, the Planning Commission, on July 15, 2024, following proper notice, held a public hearing regarding the applications, and following said public hearing, made findings and recommended approval of the applications; and

WHEREAS, the City Council, on August 14, 2024, at a public meeting considered the application; and

WHEREAS, based upon said report, hearing, and recommendation, the City Council hereby finds that approval of the preliminary plat for RSA Properties Subdivision No 2 as depicted on Exhibit B, subject to the attached conditions of approval, is appropriate with the following findings as required by Section 15-130 of the City's Unified Development Ordinance:

- 1. Criteria: The proposed preliminary plat conforms with the requirements of the Unified Development Ordinance, the applicable zoning district regulations, and any other applicable provisions of this Ordinance, subject only to acceptable rule exceptions.**

Finding: The proposed preliminary plat is consistent with UDO requirements within the I-1, Light Industrial and R-4, High Density Residential zoning districts and subdivision platting requirements.

2. **Criteria: The proposed subdivision is consistent with the City's Land Use Plan and any other adopted land use studies.**

Finding: The City's Land Use Plan guides the subject property for a commercial/industrial and commercial/residential mix. The proposed industrial use is consistent with this plan and leaves adequate room to the south for a residential or commercial development.

3. **Criteria: The plat contains a sound, well-conceived parcel and land subdivision layout that is consistent with good land planning and site engineering design principles.**

Finding: The preliminary plat provides for reasonable expansion of the existing industrial use, based on sound planning and engineering principles. While a double-frontage lot would normally not be allowed, creating an additional property along 4th St NW would need to be at least an acre, removing around a fourth of the proposed industrial lot from reasonable and logical expansion of C&S Vending where industrial properties typically need ample room for growth. This finding satisfies the exception allowed in Section 15-270(H) under "other conditions render[ing] subdividing otherwise unreasonable".

4. **Criteria: The spacing and design of proposed curb cuts and intersection locations is consistent with good traffic engineering design and public safety considerations.**

Finding: The preliminary plat lot is consistent with the provisions of the City's Unified Development Ordinance.

5. **Criteria: All submission requirements have been satisfied.**

Finding: The proposed preliminary plat adequately addresses the submission requirements as outlined in the City's Unified Development Ordinance; and

WHEREAS, the City Council further finds that approval of the final plat of RSA Properties Subdivision No 2 as depicted on Exhibit C, subject to

certain conditions of approval, is appropriate with the following findings as required by Section 15-210 of the City's Unified Development Ordinance:

1. Criteria: The final plat substantially conforms to the approved preliminary plat.

Finding: The Applicant concurrently applied for the final plat approval with the preliminary plat. The final plat conforms to the preliminary plat as required.

2. Criteria: The plat conforms to all applicable requirements of the Unified Development Ordinance, subject only to approved rule exceptions.

Finding: The final plat conforms to all applicable requirements or exceptions of the City's Unified Development Ordinance.

3. All submission requirements have been satisfied.

Finding: The proposed final plat adequately addresses the submission requirements outlined in the City's Unified Development Ordinance.

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

Section 1. Preliminary and final plat approval. The City Council approves the preliminary and final plat for RSA Properties LLC Subdivision No 2 included in Exhibit B and Exhibit C, respectively, subject to the following conditions:

1. Approval of the preliminary and final plats is contingent on the associated zoning map amendment (Ordinance 2024-5). Failure to receive approval on the associated zoning map amendment will void approval of the plats.
2. The Applicant must make the following changes to the preliminary plat:
 - a. Remove future or proposed buildings from the plat.
 - b. Update the total subject property area.
 - c. Clarify that R-4 zoning on the subject property is existing and not proposed.
 - d. Show adjacent property information, such as property owner and zoning.
 - e. Submit covenants (if any) to the City Planner.

- f. Clarify the following in a table or by other acceptable method:
 - i. Linework and line types for easements differentiated from setbacks.
 - ii. Proposed and existing easements.
 - iii. Topographic contours as proposed or existing.
- 3. The Applicant must make the following changes to the final plat:
 - a. Clarification of and space made available to identify the easement to be vacated on the final plat.
 - b. Include the date of plat creation.
 - c. A notarized certification by the surveyor on the plat.
 - d. Certification of all taxes paid in full.
 - e. Submittal of a title policy after recording.
- 4. The Applicant and City must enter into a Development Agreement the specifies the provisions of the development related to the plat.
- 5. Before recording the plat with the Rice County Recorder, the Owner must pay all applicable fees and taxes.
- 6. The plat must be recorded with the Rice County Recorder within 12 months following City Council approval or it shall be automatically deemed null and void, unless the City Council extends the deadline to record the plat.
- 7. The Developer shall submit current title work for the Property pursuant to Minnesota Statutes Section 505.03, the Faribault City Code and the required Development Agreement for this matter and abide by all conditions resulting from such title work and the resulting attorney plat opinion, as well as city staff review of the title work.

Section 2. Findings. The recitals in this Resolution are integral to this Resolution and, where applicable, constitute the findings of the City Council.

Section 3. Authorization to take additional steps. The City Council authorizes and directs City Staff and City Consultants to take all additional steps and actions necessary or convenient to accomplish the intent of this Resolution.

Section 4. Authorization to execute documents. The City Council authorizes and directs the Mayor and City Administrator to take all necessary actions and to execute all appropriate documents to effectuate the approvals contemplated by this Resolution.

Section 5. Effective date. This Resolution is effective immediately upon its passage and without publication.

Date Adopted: August 14, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Date Adopted: February 22, 2022

Faribault City Council



Kevin F. Voracek, Mayor

ATTEST:



Timothy C. Murray, City Administrator

Exhibit A Legal Description

Lot 1, Block 1, and ~~Outlot A~~, RSA Properties LLC Subdivision, in the City of Faribault, Rice County, Minnesota.

AND

(Parcel's 1 & 2)

Part of Lot 57 in the State Subdivision of Section 36 Township 110 North Range 21 West, of the fifth principal meridian, in the City of Faribault, Rice county, Minnesota, described as follows: beginning at the southwesterly corner of said Lot 57; thence North 68°03'45" East, assumed bearing, along the southeasterly line of said Lot 57, said line also being the center line of Fourth Street in said City of Faribault, 159.78 feet; thence North 0°16'45" West, parallel with said west line of Lot 57, a distance of 35.51 feet to a point on the northwesterly line of said Fourth Street, which is 148.5 feet east of the west line of said Lot 57, said point being the true point of beginning of the land herein described; thence South 68°03'45" West, along said northwesterly line of Fourth Street, 75.28 feet; thence North 17°35'39" West, 107.58 feet; thence North 3°24'07" West, 73.94 feet; thence North 0°18'15" West, 172.46 feet to a point in a line 1008.07 feet south of the north line of said Lot 57; thence North 89°51'45" East, along a line parallel with and 1008.07 feet southerly from said north line of Lot 57, a distance of 70.67 feet to the west boundary line of lands heretofore conveyed to Maple Lawn Cemetery Association by deed dated November 30, 1954, and recorded in book 186 of deeds page 549 and recorded in the office of the County Recorder of Rice County, Minnesota.

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AND

(Parcel 3)

All that part of Lot 57 of the State Subdivision of Section 36, Township 110 North, Range 21 West of the fifth principal meridian, in the City of Faribault, Rice County, Minnesota, described as follows: beginning at a point on the southeasterly boundary of said Lot 57, which is also the center line of Fourth Street in said City of Faribault, 159.78 feet northeasterly of the southwest corner of said Lot 57; thence north, parallel with the west line of said Lot 57, 35.51 feet to a point on the northwesterly line of said Fourth Street which is 148.5 feet east of the west line of said Lot 57; thence northwesterly, at right angles to the said northwesterly line of Fourth Street, 59 feet to a point 126.73 feet east of the said west line of Lot 57; thence northwesterly 266.47 feet to a point 113 feet east of the said west line of Lot 57, and 1008.07 feet south of the north line of said lot 57; thence easterly, parallel with, and distant 1008.07 feet south of the said north line of Lot 57, 158 feet to a point 389.6 feet west of the east line of said Lot 57; thence south, parallel with, and distant 271 feet easterly of the said west line of Lot 57, 307.43 feet to the said southeasterly line of Lot 57; thence southwesterly, 131.81 feet to the point of beginning; subject however, to a street easement over that portion thereof lying southeasterly of a line drawn parallel to and distant 33 feet northwesterly of, the said southeasterly line of said Lot 57; together with a driveway easement over, under and across the following described triangular parcel of said Lot 57: beginning at a point on the said northwesterly line of Fourth Street, 148.5 feet east of the said west line of Lot 57; thence northwesterly, at right angles to the said northwesterly line of Fourth Street, 59 feet; thence southeasterly, 62.29 feet, to a point on said northwesterly line of Fourth Street which is 19.98 feet southwest of the point of beginning; thence, along said street line, northeasterly, 19.98 feet to the point of beginning.

AND

(Parcel 4)

All that part of Lot 57 of the State Sub-division of Section 36, Township 110 North, Range 21 West of the fifth principal meridian, in the City of Faribault, Rice County, Minnesota, described as follows, to-wit: beginning at a point on the west line of the east 8 acres of said Lot 57, 1008.07 feet south and 286.33 feet west of the northeast corner (cor) of said Lot 57; thence south, parallel with, and distant 286.33 feet westerly of the east line of said Lot 57, 266.21 feet to the southeasterly line of said Lot 57, located at the center line of Fourth Street in said City of Faribault; thence southwesterly, along said southeasterly line of Lot 57, 110.98 feet to a point 271

feet east of the west line of said Lot 57; thence north, parallel with the said west line of Lot 57, 307.43 feet to a point 1008.07 feet south of the north line of said Lot 57; thence east, ~~parallel with the said north line of Lot 57, 103.27 feet to the point of beginning; subject, however, to a street easement over that portion thereof lying southeasterly of a line drawn parallel to, and distant 33 feet northwesterly of the said southeasterly line of Lot 57.~~

AND

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Exhibit B
Depiction of the Preliminary Plat

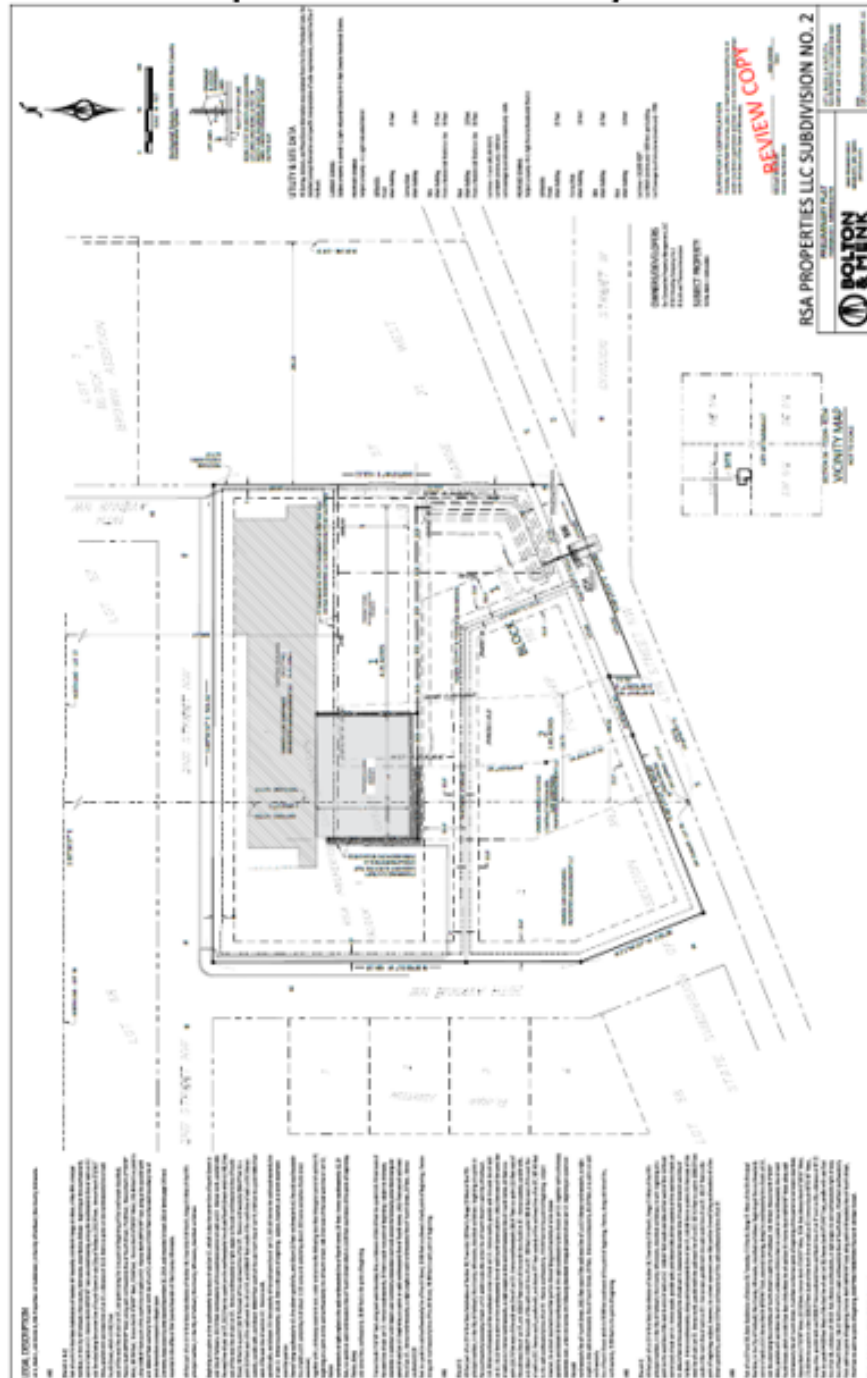


Exhibit C
Depiction of the Final Plat

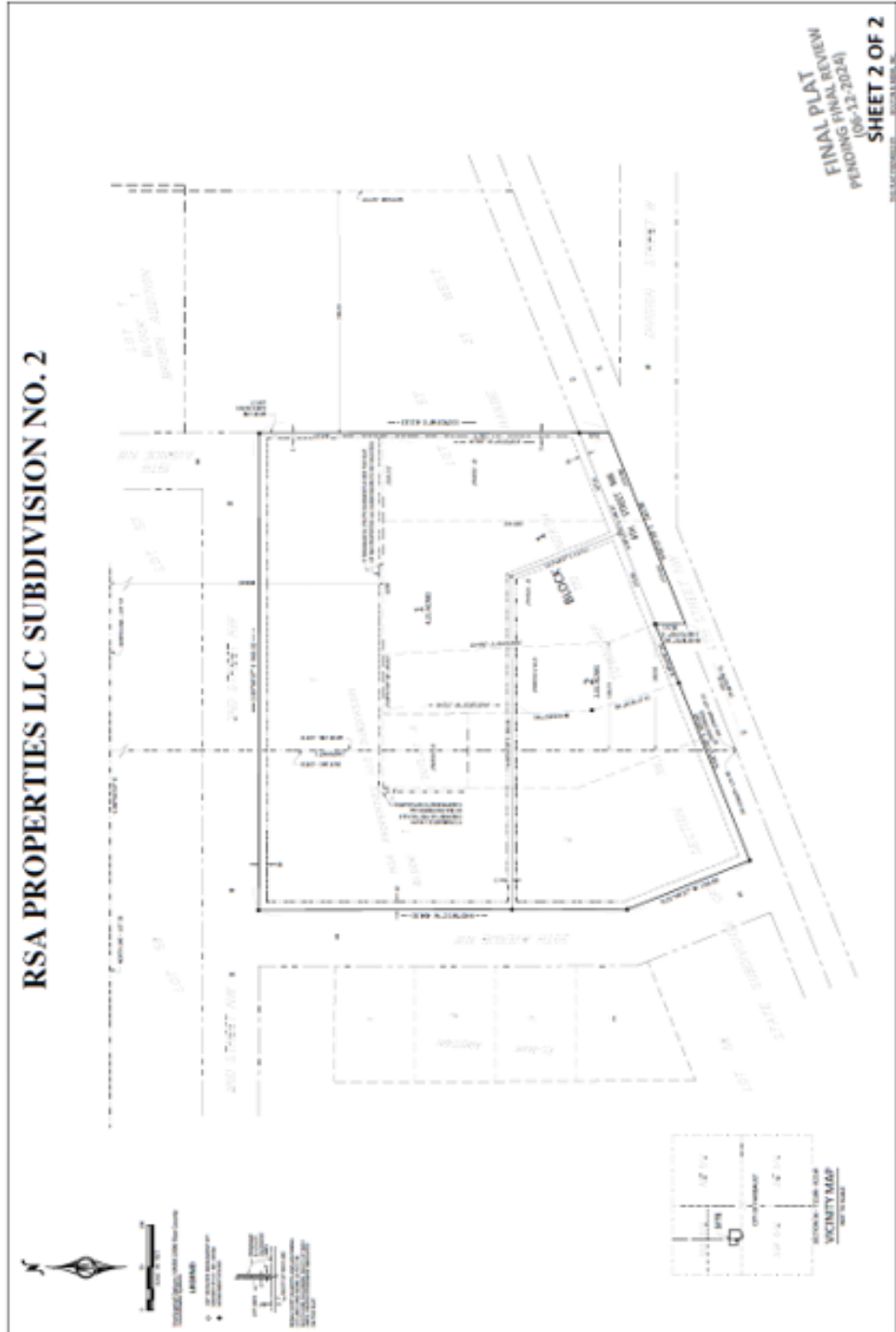


EXHIBIT C

Insert Plat Opinion

DRAFT

EXHIBIT D
CERTIFICATE OF PLAT MONUMENTATION



Certification of Plat Monumentation

Name of Plat/Subdivision: _____

Name of Developer: _____

Survey Company: _____

I hereby certify that I am a Minnesota licensed land surveyor, and that all required plat monuments (property irons) have been installed by me, or under my direct supervision, as shown on the recorded Final Plat of the plat/subdivision, in compliance with the terms of the Subdivision Agreement, and meeting the requirements of Minnesota State Statutes, Chapter 505.

Signature

Date

Name

License No.

**EXHIBIT E
CERTIFICATE OF COMPLETION**

The undersigned hereby certifies that _____, a Minnesota _____ (the "Developer"), has fully complied with its obligations under the Development Agreement dated _____, 20____ (the "Agreement") with the City of Faribault, which is recorded with the County Recorder of Rice County, Minnesota on _____, 20____ as Document Number _____ and the Registrar of Titles for Rice County, Minnesota on _____, 20____ as Document Number _____.

Dated: _____, 20____.

CITY OF FARIBAULT

By: _____

Kevin Voracek
Mayor

By: _____

Jessica L. Kinser
City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument as acknowledged before me this _____ day of _____, 20____, by Kevin F. Voracek and Jessica L. Kinser, the Mayor and City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of the City.

Notary Public



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 26, 2024
SUBJECT: Resolution 2024-239 Approve Off-Sale Liquor License for BAPA KRUPA MNV2 LLC

Background:

At the November 12, 2024, City Council meeting, the Council approved Resolution 2024-220 that approved an off-sale liquor license for BAPA KRUPA MNV2 LLC through December 31, 2024. Since that time, BAPA KRUPA MNV2 LLC has notified staff that they are now closing on the property and planning to open on January 1, 2025. The attached resolution, if approved, authorizes a new off-sale liquor license for BAPA KRUPA MNV2 LLC effective January 1, 2025, through December 31, 2025, following the City's liquor licensing renewal cycle.

Recommendation:

Approve Resolution 2024-239

Attachments:

1. Resolution 2024-239 Approve Off-Sale Liquor License for BAPA KRUPA MNV2 LLC

CITY OF FARIBAULT

RESOLUTION #2024-239
APPROVE OFF-SALE LIQUOR LICENSE FOR BAPA KRUPA MNV2 LLC

WHEREAS, BAPA KRUPA MNV2 LLC doing business as Southside Liquor and Tobacco has presented an application for a new Off-Sale Intoxicating Liquor licenses; and

WHEREAS, the establishment listed has provided the proper fees; a Certificate of Liability Insurance and Workers Compensation Insurance pending review by the City Attorney; Tax Information Form; and a Background Authorization Form; and

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

WHEREAS, pending approval from the Minnesota Department of Public Safety-Alcohol and Gambling Enforcement Division.

NOW, THEREFORE, THE CITY OF FARIBAULT RESOLVES, the establishment listed above be granted an Off-Sale Intoxicating Liquor License with the City of Faribault January 1, 2025 through December 31, 2025.

Date Adopted: November 26, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 26, 2024
SUBJECT: Resolution 2024-222 Authorize Payment as Recommended by the Charitable Gambling Board to Rice County Historical Society

Background:

The Charitable Gambling Advisory Board met on November 20, 2024, to review requests for donations. David Nichols on behalf of the Rice County Historical Society, requested \$2,000.00 to use towards expenses associated with River Side Rendezvous and History Festival that will be held May 8-11, 2025. The Charitable Gambling Board recommended a donation of \$2,000.00.

Recommendation:

Approve Resolution 2024-222

Attachments:

1. Resolution 2024-222 Authorize Payment as Recommended by the Charitable Gambling Board to Rice County Historical Society

CITY OF FARIBAULT

RESOLUTION #2024-222

AUTHORIZE PAYMENT AS RECOMMENDED BY THE CHARITABLE GAMBLING BOARD TO RICE COUNTY HISTORICAL SOCIETY

WHEREAS, the Faribault Charitable Gambling Board reviewed a request for funding from the Rice County Historical Society at their November 20, 2024 meeting. The Charitable Gambling Board recommends funding the request in the amount of \$2,000 to use towards expenses related to the River Side Rendezvous and History Festival; and

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

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

Date Adopted: November 26, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 26, 2024
SUBJECT: Resolution 2024-240 Authorize Payment as Recommended by the Charitable Gambling Board to Faribault Foundation

Background:

The Charitable Gambling Advisory Board met on November 20, 2024, to review requests for donations. Randy Jackson, on behalf of Faribault Beyond the Yellow Ribbon (Faribault Foundation), requested \$5,000.00 to use towards expenses associated with the Beyond the Yellow Ribbon program, including grants for families and setting up an endowment. The Charitable Gambling Board recommended a donation of \$5,000.00.

Recommendation:

Approve Resolution 2024-240

Attachments:

1. Resolution 2024-240 Authorize Payment as Recommended by the Charitable Gambling Board to Faribault Foundation

CITY OF FARIBAULT

RESOLUTION #2024-240

AUTHORIZE PAYMENT AS RECOMMENDED BY THE CHARITABLE GAMBLING BOARD TO FARIBAULT FOUNDATION

WHEREAS, the Faribault Charitable Gambling Board reviewed a request for funding from the Faribault Foundation on behalf of Beyond the Yellow Ribbon at their November 20, 2024 meeting. The Charitable Gambling Board recommends funding the request in the amount of \$5,000 to use towards expenses related to Beyond the Yellow Ribbon Grants and to set up an endowment; and

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

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

Date Adopted: November 26, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 26, 2024
SUBJECT: Resolution 2024-241 Authorize Payment as Recommended by the Charitable Gambling Board to Midwest Community Development

Background:

The Charitable Gambling Advisory Board met on November 20, 2024, to review requests for donations. Yakub Aden on behalf of Midwest Community Development, requested \$2,400.00 to use towards expenses associated with new computers. The Charitable Gambling Board recommended a donation of \$2,400.00.

Recommendation:

Approve Resolution 2024-241

Attachments:

1. Resolution 2024-241 Authorize Payment as Recommended by the Charitable Gambling Board to Midwest Community Development

CITY OF FARIBAULT

RESOLUTION #2024-241

AUTHORIZE PAYMENT AS RECOMMENDED BY THE CHARITABLE GAMBLING BOARD TO MIDWEST COMMUNITY DEVELOPMENT

WHEREAS, the Faribault Charitable Gambling Board reviewed a request for funding from Midwest Community Development at their November 20, 2024 meeting. The Charitable Gambling Board recommends funding the request in the amount of \$2,400 to use towards expenses related to new computers; and

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

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

Date Adopted: November 26, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: November 26, 2024
SUBJECT: Approve Quote to Replace the Boiler Heat Exchanger at the Aquatic Center

Background:

We recently requested quotes to replace the boiler heat exchanger at the Aquatic Center. The current heat exchanger at the Aquatic Center failed and needs to be replaced. We received one quote which came from Paape Companies, Inc. at a cost of \$15,664.00. Attached is a budget revision form to cover the cost.

Recommendation:

Approve the quote from Paape Companies, Inc. for \$15,664.00 to replace the boiler heat exchanger at the Aquatic Center and approve the budget revision.

Attachments:

1. Quote
2. Budget Revision Form

Paape Companies, Inc.

P.O. Box 1
Mankato, Minnesota 56002
507-345-4828

307 McKinzie Street South

Dated: November 21st, 2024
Project: Supply boiler heat exchanger
Project Address: Faribault Aquatic Center

Proposal

Paape Companies, Inc is pleased to submit the following proposal for:
Supply Replacement Boiler Heat Exchanger

Thank you for the opportunity to submit the following proposal to perform the scope of services outlined below. Subject to the Terms and Conditions listed below, Paape Companies Inc. proposes to provide the following scope of work:

Boiler Heat Exchanger

We propose to provide a replacement boiler heat exchanger:

- Purchase and supply boiler heat exchanger
- Will quote further repairs if needed

We propose to provide the above scope of work for the net price of **\$15,664.00**
Fifteen thousand Six Hundred Sixty four Dollars

Items Included in our Proposal

- Perform work during normal business workday hours.

Items Not Included in our Proposal

- Emergency or after normal working hour service.
- Repair parts or materials other than standard service material.
- Electrical wiring for installation

This proposal is valid for 60 days.

The following Terms & Conditions of this Proposal are incorporated in and are part of this Proposal:
No representation, warranty, condition or agreement of any nature whatsoever shall be binding upon the Paape Companies, Inc. unless incorporated in this Agreement. It is understood the parties hereto agree that the terms and conditions of this contract and the financial ability of the purchaser are subject to the acceptance of Paape Companies, Inc. that prior to such acceptance an investigative consumer report may be obtained, and that prior to such acceptance the entire liability of Paape Companies,

Inc. under the contract may be discharged by the return of any monies which the purchaser may have deposited as a condition of this contract. It is agreed by the parties hereto that Paape Companies, Inc. assumes no liability for failure for any reason to deliver the merchandise on any request or tentatively set shipping date and the customer agrees to accept delivery of the merchandise at any reasonable time, thereafter. In the event of default by the Buyer, Paape Companies, Inc. shall be entitled to 1 ½% per month service charge from the date of default (18%) annual rate and the reasonable amount of costs and attorney's fees expended to enforce the terms of this contract.

Paape Companies, Inc.

Brad Lombard

Signature: _____

Name & Title: _____

Date: _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: November 26, 2024
SUBJECT: Approve Currency Exchange License Renewal for Ana and Luis Del Aguila

Background:

The City has received a renewal notification from the Minnesota Department of Commerce for a Currency Exchange License from Luis and Ana Del Aguila, to continue operating a currency exchange at 327 Central Avenue. The application is complete. Background checks on each of the owners and officers have been completed by the MN Bureau of Criminal Apprehension and no record was found. The application also included a fee schedule of all fees to be charged by the currency exchange office, and a \$10,000 surety bond valid through December 31, 2025.

A Currency Exchange License enables the licensee to be able to provide check-cashing services for the public to be able to cash payroll checks, federal and state checks, commercial checks, personal checks, and cashier checks. A Currency Exchange License is required for all locations that are not associated with a financial institution.

Recommendation:

Approve Currency Exchange License Renewal

Attachments:



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: November 26, 2024
SUBJECT: Resolution 2024-223 Authorize Sale of Property Located at the Southeast Corner of the Intersection of 1st Street NW and 1st Avenue NW

Background:

The City Council originally declared the property at 1st Street NW and 1st Avenue NW surplus in March 2023. Community Action Center (CAC) took an interest in this property for a project to create 6 units of workforce housing, two of which will be dedicated to emergency housing needs of families with children. This interest was formalized in a Memorandum of Understanding (MOU) which came before the City Council on April 23rd. This is attached as part of the Purchase Agreement document. Legal counsel from both CAC and the City have reviewed a draft of a purchase agreement over the prior months, and the attached purchase agreement is the result of those conversations. The sale price is \$1. CAC will still need to pursue a conditional use permit approval to build multi-family residential in the central business district, but will do that post-transfer of property. The goal is to have this property transferred no later than December 31, 2024.

On related note, the City has worked in conjunction with CAC to help fund part of this project through Minnesota Housing (see Resolution 2024-224) and will continue to be of whatever assistance we can be to CAC to see this project come to fruition.

Recommendation:

To approve Resolution 2024-223

Attachments:

1. Resolution 2024-223 Authorize Sale of Property Located at the Southeast Corner of the Intersection of 1st Street NW and 1st Avenue NW
2. CAC Purchase_Agreement 2024-223

CITY OF FARIBAULT

RESOLUTION #2024-223

AUTHORIZE SALE OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF 1ST STREET NW AND 1ST AVENUE NW

WHEREAS, the City is the owner of real estate located on the southeast corner of the intersection of 1st Street NW and 1st Avenue NW, in Faribault, Minnesota and which is legally described as:

Lot 1, Block 1, FARIBAULT HILLSIDE ADDITION according to the plat thereof, on file at the County Recorder's office, Rice County, Minnesota.

And

The East Sixty feet (60') of Lot Four (4) and the East Sixty feet (60') of the North Thirty-Four feet (34') of Lot Five (5), in Block Seventy-Seven (77) of the Original Town of Faribault, Rice County, Minnesota, (the "Property"); and; and

WHEREAS, the City declared the Property as surplus upon the passage of Resolution 2023-066 on March 28, 2023; and

WHEREAS, the City acknowledges that housing challenges exist in the community, including a shortage of affordable workforce housing and emergency short-term housing; and

WHEREAS, the City has received an offer from Community Action Center of Northfield, a Minnesota non-profit corporation, dba Community Action Center of Faribault ("CAC") to acquire the Property; and

WHEREAS, CAC has proposed to construct approximately six (6) units of affordable workforce housing (the "Project"), dedicating two (2) of the units to the emergency housing needs of families with children, as generally shown in the preliminary concept drawings attached as Exhibit A; and

WHEREAS, CAC has been awarded grant funding from the Minnesota Department of Human Services towards the construction costs of the

Project, and will provide the remaining funding needs with financing, grants, and fundraising efforts; and

WHEREAS, the City desires that the Property be transferred to CAC for the construction of the project to help provide affordable workforce housing and emergency short-term housing.

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The recitals set forth in this Resolution are incorporated into and made a part of this Resolution.

2. The conveyance of the Property to CAC ("Purchaser") in consideration of One Dollar (\$1.00) and other good and valuable consideration pursuant to the Purchase Agreement, declaration of covenants, city conveyance ordinance and this Resolution is approved, with such referenced agreements thereto also being approved with the Purchase Agreement attached hereto as Exhibit B.

3. The Mayor and City Administrator are hereby authorized and directed to take all necessary action and to execute all appropriate documents and agreements to convey title of the Property to the Purchasers.

4. The Mayor and City Administrator, staff and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution.

Date Adopted: November 26, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement (“Agreement”) is made on this _____ day of _____, 2024, by and between the City of Faribault, a Minnesota municipal corporation (the “City”) and Community Action Shelter Associates, Inc. a Minnesota nonprofit corporation (the “CAC”).

2. **OFFER/ACCEPTANCE.** The CAC offers to purchase and the City agrees to sell real property located on the southeast corner of the intersection of 1st Street NW and 1st Avenue NW, in Faribault, Minnesota as described below:

Lot 1, Block 1, FARIBAULT HILLSIDE ADDITION according to the plat thereof, on file at the County Recorder’s office, Rice County, Minnesota.

And

The East Sixty feet (60’) of Lot Four (4) and the East Sixty feet (60’) of the North Thirty-Four feet (34’) of Lot Five (5), in Block Seventy-Seven (77) of the Original Town of Faribault, Rice County, Minnesota.

(the “Property”).

3. **PRICE AND CLOSING DATE.** The price for the real property included in this sale is \$1.00 which the CAC shall pay by certified or cashier’s check or wire transfer on the date of closing, which shall be scheduled so that it occurs no later than December 31, 2024 (the “Closing”).

4. **DEED.** At closing, the City shall execute and deliver a quit claim deed conveying title to the Property to the CAC. The quit claim deed will contain a reverter clause that requires the CAC will begin construction of approximately six (6) units of affordable workforce housing (the “Project”), dedicating two (2) of the units to the emergency housing needs of families with children no later than August 1, 2026 and the CAC shall obtain a certificate of occupancy for the Project no later than December 31, 2027, unless otherwise agreed by the City, or the Property will revert back to the City. The CAC must not transfer title to the Property within one year of closing without the consent of the City. Notwithstanding the preceding terms of this Section 4, the following provisions shall apply to the City’s right of reverter: (a) in order to facilitate CAC obtaining any necessary financing for the Project, the City agrees to subordinate its reverter rights to the holder of any mortgage on the Property, and (b) the City shall execute any and all necessary documents which are reasonably requested by a mortgage holder to effectuate the subordination of its reverter rights to the mortgage.

5. **REAL ESTATE AND SPECIAL ASSESSMENTS.** Real estate taxes due and payable in connection with the Property for all prior years shall be paid by the City. Real estate taxes, excluding penalties and plus interest, if any, due and payable in the year in which Closing occurs shall be prorated as of the date of the Closing. The City represents that the Property is exempt from payment of real estate taxes payable in 2024. The CAC shall be responsible for all real estate taxes due and payable as of the date of Closing. All unpaid special assessments for all public improvements

which have not been levied as of the date of the Closing shall be paid by the City on the date of Closing. If additional special assessments become pending after the date of this Agreement and before the date of Closing, the CAC may, at the CAC's option:

- A. Assume payment of the pending special assessments without adjustment to the Agreement price of the Property; or
- B. Require the City to pay the pending special assessments and the CAC shall pay a commensurate increase in the purchase price of the Property, which increase shall be the same as the estimated amount of the assessments; or
- C. Declare this Agreement null and void by notice to the City, and earnest money shall be refunded to the CAC.

6. **CONDITION OF PROPERTY.** The CAC acknowledges that the CAC has inspected or has had the opportunity to inspect the Property and agrees to accept the Property "AS IS" with no right of set off or reduction in the purchase price. Such sale shall be without representation of warranties, express or implied, either oral or written, made by the City or any official, employee or agent of the City with respect to the physical condition of the Property, including but not limited to, the existence or absence of petroleum, hazardous substances, pollutants or contaminants in, on, or under, or affecting the Property or with respect to the compliance of the Property or its operation with any laws, ordinances, or regulations of any government or other body, except as stated above. The CAC acknowledges and agrees that the City has not made and does not make any representations, warranties, or covenants of any kind or character whatsoever, whether expressed or implied, with respect to warranty of income potential, operating expenses, buildability, uses, habitability, tenant ability, or suitability for any purpose, merchantability, or fitness of the Property for a particular purpose, all of which warranties the City hereby expressly disclaims, except as stated above. The City makes no representation as to the marketability of title to the Property. The CAC is relying entirely upon information and knowledge obtained from the CAC's own investigation, experience and knowledge obtained from the CAC's own investigation, experience or personal inspection of the Property. The CAC expressly assumes, at closing, all environmental and other liabilities with respect to the Property and releases and indemnifies the City from same, whether such liability is imposed by statute or derived from common law including, but not limited to, liabilities arising under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Hazardous and Solid Waste Amendments Act, the Resource Conservation and Recovery Act ("RCRA"), the federal Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Act, the Superfund Amendments and Reauthorization Act, the Toxic Substances Control Act and the Hazardous Materials Transportation Act, all as amended, and all other comparable federal, state or local environmental conservation or protection laws, rules or regulations. The foregoing assumption and release shall survive Closing. All statements of fact or disclosures, if any, made in this Agreement or in connection with this Agreement, do not constitute warranties or representations of any nature. The foregoing provision shall survive Closing and shall not be deemed merged into any instrument of conveyance delivered at Closing.

7. **TERMS AND CONDITIONS.** The Property is currently owned by the City of Faribault (the "City"). The City and CAC agree to the terms and conditions identified in the

Memorandum of Understanding as shown on the attached Exhibit A. To the extent there are any inconsistencies between the terms of the Memorandum of Understanding and this Agreement, then the terms of this Agreement shall control.

8. **WELL DISCLOSURE.** The Property is connected to City water. There are no wells on the Property.

9. **SEWAGE TREATMENT SYSTEM DISCLOSURE.** The Property is connected to City sewer. There are no sewage treatment systems on the Property.

10. **TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS AGREEMENT.**

11. **NOTICES.** Any notice or other communication which must or may be given under the terms of this Agreement shall be in writing, and shall be given by personal service or dispatched by certified mail, return receipt requested, postage prepaid, to the addresses shown below, or such other address of which notice is provided in accordance with the terms of this paragraph.

A. If to CAC:
Community Action Shelter Associates, Inc.
1400 Cannon Circle, Suite #8
Faribault, MN 55021
Attn: Rod Christensen

B. If to the City:
City of Faribault
208 1st Avenue NW
Faribault, MN 55021
Attn: City Administrator

C. And Copy to:
Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
Attn: Scott J. Riggs

12. **TERMINATION.** If the City shall fail to perform its obligations hereunder or shall otherwise breach this Agreement, or if any representation or warranty of the City set forth in this Agreement hereof shall not be true and accurate as of the date stated and as of the date of Closing, the CAC shall have the option to terminate this Agreement by written notice to the City. Upon the receipt of written notice terminating this Agreement, the City shall refund to the CAC the earnest money. Upon refund of the earnest money, this Agreement shall automatically terminate and be of no further force and effect and all liability of the parties hereto to each other shall be discharged. If the CAC shall default in the performance of any of the CAC's obligations hereunder, then the City's sole remedy shall be to terminate this Agreement and retain the earnest money for its liquidated damages for said default.

13. **CLOSING COSTS.** At Closing, the CAC shall pay the amount of state deed tax and conservation fee payable on the deed conveying the Property to the CAC. The CAC shall also pay the recording fee for the deed. The CAC shall also be responsible for the costs of obtaining a title commitment, title insurance fees, closer's fees, and the CAC's own attorney fees in the event the CAC may incur these expenses. The City shall pay the recording fee for any documents required to make title marketable.

14. **MINNESOTA LAW.** This Agreement shall be governed by the laws of the State of Minnesota.

15. **RELEASE OF CONVEYANCE AND PREDEVELOPMENT AGREEMENT.** On or before the Closing, the City shall release the Property from that certain Conveyance and Predevelopment Agreement dated June 27, 2019 and recorded August 12, 2019 as Doc. No. A718526.

16. **NO ADDITIONAL TITLE ENCUMBRANCES.** After the date of this Agreement and before the Closing Date, the City shall not grant or place any additional encumbrances on the Property without the prior written consent of CAC. In the event the City grants or places any additional encumbrances on the Property after the date of this Agreement and before the Closing Date without the prior written consent of CAC, then CAC, in its discretion, shall be authorized to terminate this Agreement by providing written notice to the City.

**COMMUNITY ACTION SHELTER
ASSOCIATES, INC.**

By: _____

Its: _____

CITY OF FARIBAULT

By: _____

Kevin F. Voracek

Its: Mayor

By: _____

Jessica Kinser

Its: City Administrator

EXHIBIT A
MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the City of Faribault (the “City”) and Community Action Center and its affiliate Community Action Shelter Associates, Inc (“CAC”).

WHEREAS, the City owns two contiguous parcels of land located on the southeast corner of the intersection of 1st Street NW and 1st Avenue NW as described in **EXHIBIT A** (the “Property”); and

WHEREAS, the City declared the Property as surplus upon the passage of Resolution 2023-066 on March 28, 2023; and

WHEREAS, the City acknowledges that housing challenges exist in the community, including a shortage of affordable workforce housing and emergency short-term housing; and

WHEREAS, CAC has proposed to construct approximately six (6) units of affordable workforce housing (the “Project”), dedicating two (2) of the units to the emergency housing needs of families with children, as generally shown in the preliminary concept drawings attached as **EXHIBIT B**; and

WHEREAS, CAC has been awarded grant funding from the Minnesota Department of Human Services towards the construction costs of the Project, and will provide the remaining funding needs with financing, grants, and fundraising efforts; and

WHEREAS, CAC presented their proposal for the Project to the City at the City Council Work Session on February 6, 2024, and requested that the City donate the land to CAC as a local government contribution to the Project; and

WHEREAS, the City is agreeable to transferring the Property to CAC for the construction of the Project to help provide affordable workforce housing and emergency short-term housing.

NOW, THEREFORE, the City and CAC agree to the following terms and conditions of this MOU:

1. The City will prepare a purchase agreement and applicable conveyance documents and execute a deed, transferring the Property at no cost to CAC. The deed shall include a reversionary clause, returning the Property to the City, should CAC not construct the Project, or an alternate development addressing housing needs, acceptable to the City.
2. CAC will prepare and submit the necessary land use and zoning applications to facilitate the construction of the Project on the Property. These may include, but are not limited to, administrative subdivision, platting, rezoning, and conditional use permit.
3. CAC will prepare final development plans for the Project and submit to the City for approval.
4. CAC shall be responsible for applying for all permits required for the construction of the Project, and shall be responsible for all permit costs and fees.
5. CAC will begin construction on all or part of the Project no later than April 1, 2026
6. CAC shall complete all construction of the Project no later than December 31, 2027, unless otherwise agreed to by the City.
7. The City's sole contribution to the Project shall be the donation of the Property to CAC. All other development costs associated with the Project shall be the responsibility of CAC.

CITY OF FARIBAULT, MINNESOTA
A Municipal Corporation

DocuSigned by:
Kevin F. Voracek
By AF6449CB048D4F7
Mayor

DocuSigned by:
Jessica L. Kinser - City Administrator
By 6DF2BA7D1C3D4A6...
City Administrator

Dated: April 23, 2024

COMMUNITY ACTION CENTER and
Community Action Shelter Associates, Inc
A Nonprofit Corporation(s)

By [Signature]
Executive Director

Dated: April 26, 2024

PREPARED BY:
City of Faribault - Administration
208 1st Avenue NW
Faribault, MN 55021
(507) 333-0355

EXHIBIT A

Legal Description of the Property

Lot 1, Block 1, FARIBAULT HILLSIDE ADDITION according to the plat thereof, on file at the County Recorder's office, Rice County, Minnesota

and

The East Sixty feet (60') of Lot Four (4) and the East Sixty feet (60') of the North Thirty-Four feet (34') of Lot Five (5), in Block Seventy-Seven (77) of the Original Town of Faribault, Rice County, Minnesota

Abstract Property

A-1

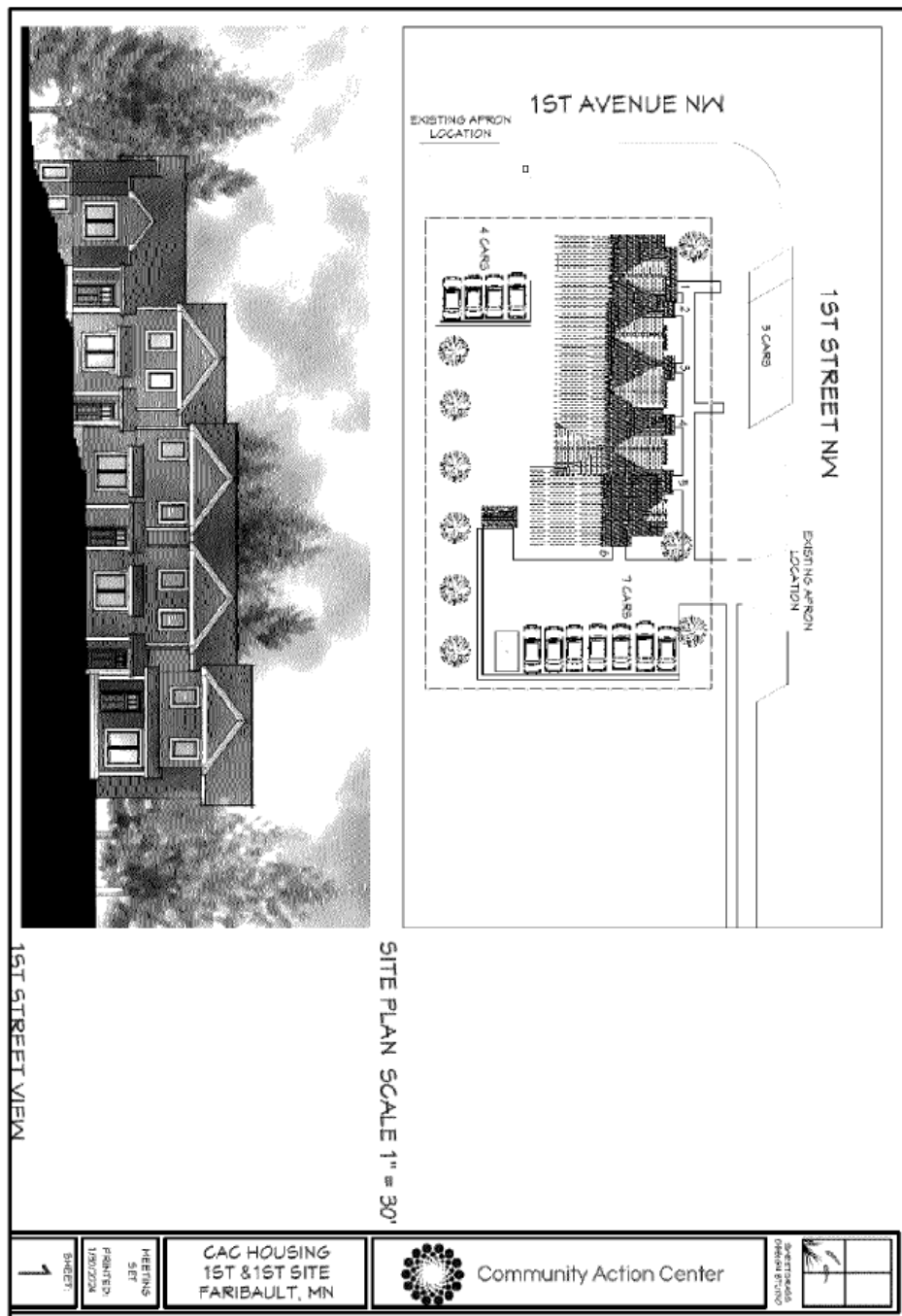
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A-4

DOCSOPEN\FA105\507\959552.v5-11/14/24

EXHIBIT B

Project Concept Development Plan



B-1

DOCSOPEN\FA105\507\940281.v1-3/15/24

DOCSOPEN\FA105\507\959552.v5-11/14/24

A-5



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: November 26, 2024
SUBJECT: Resolution 2024-224 Approve Deferred Loan Agreement with Minnesota Housing Finance Agency for the Construction of Workforce Housing

Background:

In April, the City Council approved Resolution 2024-089 to apply for a deferred loan from Minnesota Housing on behalf of Community Action Center (CAC) to help support the costs of construction related to their development of a six-unit workforce housing building on land to be sold to them at 1st Street NW and 1st Avenue NW. The City was awarded a deferred loan in the amount of \$487,000. Minnesota Housing has prepared the loan agreement, and it is ready for City Council approval.

While the City will not be directly involved in carrying out the requirements of the agreement, CAC will. The second portion of the resolution addresses the need to have an agreement with CAC to carry out the requirements of the deferred loan and to ensure the City is protected from non-reimbursable expenses should the project not occur or be completed.

Recommendation:

To approve Resolution 2024-224.

Attachments:

1. Resolution 2024-224 Approve Deferred Loan Agreement with Minnesota Housing Finance Agency for the Construction of Workforce Housing
2. Faribault WHDP Deferred Loan Agreement

CITY OF FARIBAULT

RESOLUTION #2024-224

APPROVE DEFERRED LOAN AGREEMENT WITH THE MINNESOTA HOUSING FINANCE AGENCY FOR THE CONSTRUCTION OF WORKFORCE HOUSING

WHEREAS, the City of Faribault has worked cooperatively with Community Action Center of Northfield (CAC) on the location and construction of six workforce housing units in Faribault, including providing the property for said construction; and

WHEREAS, Resolution 2024-089 adopted on April 23, 2024, authorized the City to apply for a Workforce Housing Development Deferred Loan on behalf of Community Action Center; and

WHEREAS, Minnesota Housing awarded the City of Faribault a \$487,000 deferred loan in support of the project.

NOW, THEREFORE BE IT RESOLVED, that the attached Deferred Loan Agreement is hereby approved.

ALSO, BE IT RESOLVED, that City staff is directed to work with legal counsel to prepare an agreement with Community Action Center to carry out the requirements of the Deferred Loan Agreement.

Date Adopted: November 26, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

MINNESOTA HOUSING FINANCE AGENCY DEFERRED LOAN AGREEMENT

This Deferred Loan Agreement is between the Minnesota Housing Finance Agency ("MHFA") and **City of Faribault, 208 NW 1st Avenue, Faribault, MN 55021** (the "Borrower").

Recitals

1. Under [Minn. Stat. §462A.39](#), MHFA is empowered to enter into this Deferred Loan Agreement.
2. MHFA is in need of the development of rental housing to serve the employees of local businesses ("Workforce Housing") in **Rice County**, City of **Faribault** pursuant to MHFA's Workforce Housing Development Program (the "Program").
3. The Borrower represents that it is duly qualified and agrees to perform all activities described in this Deferred Loan Agreement to the satisfaction of MHFA. The Borrower agrees to minimize administrative costs as a condition of this Deferred Loan Agreement.

Deferred Loan Agreement

1 Term of Deferred Loan Agreement

1.1 *Effective date:*

The effective date of this Deferred Loan Agreement is the date that this Deferred Loan Agreement has been fully executed. Notwithstanding the foregoing, if this Deferred Loan Agreement is not fully executed on or before **February 1, 2025**, then this Deferred Loan Agreement shall be null and void and MHFA shall have no obligation to disburse any of the Program Funds and neither party shall have any continuing obligations or responsibilities pursuant to this Deferred Loan Agreement.

1.2 *Construction period:*

The construction period for the Program begins with the Effective Date of this Deferred Loan Agreement and continues through the later of **January 1, 2028**, or any extension of this period agreed to in writing by MHFA (the "Construction Period"). All funds provided through this Deferred Loan Agreement must be fully expended in compliance with this Deferred Loan Agreement by the end of the Construction Period.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this Deferred Loan Agreement: 8. Liability; 9. State Audits; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.

2 Duties and Contracts

2.1 *Borrower's Duties*

The Borrower has made application to MHFA for the purpose of administering a Program project in the manner described in the Borrower's application (the "Project") which is incorporated into this Deferred Loan Agreement by reference.

The Borrower, who is not a state employee, is awarded funds to provide financial assistance to address the need for Workforce Housing. The Project includes: **The new construction of a 6-unit townhome building.**

The Borrower will be in compliance with the Workforce Housing Development Program Guide, as amended (the "Program Guide"), which is incorporated into this Deferred Loan Agreement.

2.2 Provisions for Contracts and Sub-grants.

(a) Contract Provisions. The Borrower must include in any contract and subcontract, in addition to provisions that define a sound and complete agreement, such provisions that require recipients and subrecipients to comply with applicable local, state and federal laws, rules, regulations and ordinances, as well as any applicable MHFA policies.

(b) Use of Program Funds. The Program Funds (as defined below) awarded under this Deferred Loan Agreement may only be used by the Borrower or awarded by the Borrower to third parties as grant funds or loans in accordance with the terms of the Program Guide. All Program Funds must be used by an Eligible Project Area for the Qualified Expenditures of a Market Rate Residential Rental Property (as such terms are defined in the Program Guide). If awarded as a loan, any fees or interest charged cannot unduly enrich any parties involved beyond the approximate cost of the administrative costs associated with the Project.

3 Time

The Borrower must comply with all time requirements described in this Deferred Loan Agreement and the Program Guide. In the performance of this Deferred Loan Agreement, time is of the essence. Project construction must commence and be completed within the Construction Period

4 Loan

4.1 Loan Amount.

The total principal loan amount by MHFA to the Borrower under this Deferred Loan Agreement will not exceed \$487,000 (the “Program Funds”).

4.2 Repayment

The Borrower promises to pay to MHFA the Program Funds with simple interest, if any, of 0% per annum accruing on such amounts of principal as may be advanced from time to time.

Further, the Program Funds and all accrued interest, if any, less any amounts previously paid or forgiven, are due and payable in one lump sum on the earlier to occur of: (i) a Default (as described below); or (ii) the 31st day of January 2028 (the “Maturity Date”).

A Default occurs upon written notice by MHFA to the Borrower of noncompliance with this Deferred Loan Agreement or the Program Guide and failure of the Borrower to cure the noncompliance to the satisfaction of MHFA within 30 days of such notice.

Repayment of the Program Funds will be forgiven upon the Maturity Date provided: (i) MHFA has not given the Borrower notice of a Default; and (ii) the Borrower is in full compliance with this Deferred Loan Agreement and the Program Guide.

All amounts due are payable at the offices of MHFA, 400 Wabasha Street North, Suite 400, St. Paul, MN 55102-1109, or such other place as MHFA may designate in writing.

If a failure to pay the amounts due under this Deferred Loan Agreement occurs, and if the same is submitted for collection by MHFA, its successor and assigns, the Borrower must pay all costs of collection, including reasonable attorney's fees.

All parties to this Deferred Loan Agreement, whether principal, surety, guarantor or endorser, hereby waive presentment for payment, demand, protest and notice of dishonor.

4.3 Disbursement

For all disbursements of Program Funds, the Borrower must be in compliance with this Deferred Loan

Agreement and the Program Guide and complete and submit a Workforce Housing Development Program Disbursement Request Form, attached to this Deferred Loan Agreement as **Exhibit A**, to MHFA for review and approval. MHFA will promptly pay the Borrower up to one third of the Program Funds on or after closing. The Borrower may request an additional one third of the Program Funds as needed upon commencement of Project construction. The remaining one third of the Program Funds will be withheld for final disbursement and will not be released until construction completion of the Project and upon completion of all reporting and monitoring requirements pursuant to this Deferred Loan Agreement.

4.4 *Return of Funds*

The Borrower must promptly return to MHFA any Program Funds that have: (i) not been accounted for in a financial report to MHFA due annually or at Deferred Loan Agreement closeout; or (ii) not been used in compliance with the Program Guide.

4.5 *Contracting and Bidding Requirements*

The Borrower must comply with all applicable prevailing wage requirements as further described in the Legal Addendum attached to the Program Guide.

The Borrower must not contract with vendors who are suspended or debarred in MN:

<http://www.mmd.admin.state.mn.us/debarredreport.asp>

4.6 *Prepayment*

The Program Funds may be prepaid in whole or in part at any time without premium or penalty; provided, however, that payment by Borrower to MHFA of the amount of the Program Funds or any portion thereof shall not be deemed to be or constitute a release of Borrower from the terms or requirements of this Deferred Loan Agreement.

5 *Conditions of Payment*

All activities performed by the Borrower under this Deferred Loan Agreement must be performed to MHFA's satisfaction, as determined at the sole discretion of MHFA's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Borrower will be responsible for repaying any Program Funds found by MHFA to be noncompliant with this Deferred Loan Agreement or used in violation of federal, state, or local law.

6 *Authorized Representative*

MHFA's Authorized Representative is **Sara Bunn, Program Manager, 651.296.9827, sara.bunn@state.mn.us, 400 Wabasha St N, Suite 400, St. Paul, MN 55102** or her successor, and has the responsibility to monitor the Borrower's performance under this Deferred Loan Agreement.

The Borrower's Authorized Representative is **Jessica Kinser, City Administrator, 507.333.0355, jkinser@ci.faribault.mn.us, 208 NW 1st Avenue, Faribault, MN 55021**. If the Borrower's Authorized Representative changes at any time during this Deferred Loan Agreement, the Borrower must immediately notify MHFA.

7 *Assignment Amendments, Waiver, and Deferred Loan Agreement Complete*

7.1 *Assignment*

The Borrower shall neither assign nor transfer any rights or obligations under this Deferred Loan Agreement without the prior written consent of MHFA, approved by the same parties who executed and approved this Deferred Loan Agreement, or their successors in office.

7.2 *Amendments*

Any amendments to this Deferred Loan Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Deferred

Loan Agreement, or their successors in office.

7.3 Waiver

If MHFA fails to enforce any provision of this Deferred Loan Agreement, that failure does not waive the provision or MHFA's right to enforce it.

7.4 Deferred Loan Agreement Complete

This Deferred Loan Agreement contains all negotiations and agreements between MHFA and the Borrower. No other understanding regarding this Deferred Loan Agreement, whether written or oral, may be used to bind either party.

8 Liability

The Borrower must indemnify, save, and hold MHFA, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by MHFA, arising from the performance of this Deferred Loan Agreement by the Borrower or the Borrower's agents or employees. This clause will not be construed to bar any legal remedies the Borrower may have for MHFA's failure to fulfill its obligations under this Deferred Loan Agreement.

9 State Audits

Under [Minn. Stat. § 16B.98](#), Subd.8, the Borrower's books, records, documents, and accounting procedures and practices of the Borrower or any other party relevant to this Deferred Loan Agreement or transaction are subject to examination by MHFA and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Deferred Loan Agreement, receipt and approval of all final reports, or the required period of time to satisfy all MHFA program retention requirements, whichever is later.

10 Workers Compensation

The Borrower certifies that it is in compliance with [Minn. Stat. § 176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Borrower's employees and agents will not be considered MHFA employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MHFA's obligation or responsibility.

11 Publicity and Endorsement

11.1 Publicity

Any publicity regarding the subject matter of this Deferred Loan Agreement must identify MHFA as the sponsoring agency and must not be released without prior written approval from MHFA's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Borrower individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Deferred Loan Agreement.

11.2 Endorsement

The Borrower must not claim that MHFA endorses its products or services.

12 Governing Law, Jurisdiction, and Venue

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

13 Termination

MHFA may immediately terminate this Deferred Loan Agreement if MHFA finds that there has been a failure to comply with the provisions of this Deferred Loan Agreement or the Program Guide, that reasonable progress has not been made or that the purposes for which the funds were loaned have not been

or will not be fulfilled. MHFA may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14 Data Disclosure

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

15 Responsible Contractor Requirement

The Borrower agrees that it and its contractors will fully comply with all applicable provisions contained in [Minn. Stat. §16C.285](#), as amended.

2. BORROWER

The Borrower certifies that the appropriate person(s) has/have executed the Deferred Loan Agreement on behalf of the Borrower as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. MINNESOTA HOUSING FINANCE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:
Agency
Borrower
MHFA's Authorized Representative

EXHIBIT A

Workforce Housing Development Program Disbursement Request Form

Summary

This form must be completed, signed, and submitted to MHFA prior to receiving a disbursement of funds. To complete the form, enter the amount of funds you are requesting and a summary of what the funds will be used for. Have the form signed by an Authorized Representative. Submit the completed form to Sara Bunn at WorkforceHousingDevProg.MHFA@state.mn.us.

Disbursement Request and Justification

Amount Requested (not to exceed one-third of the total award): _____

Use the space below to document what the funds will be used for:

Authorized Representative Signature

Authorized Representative Name: _____

Authorized Representative Title: _____

Date Signed: _____

Authorized Representative
Signature: _____



Request for Council Action

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: David Wanberg, CED Director
MEETING DATE: November 26, 2024
SUBJECT: Resolution 2024-242 Approve Amendments to the Developer's Agreement Between Corey Lee Newby and the City of Faribault

Background:

On October 22, 2024, the Faribault City Council approved Resolution 2024-211, which approved a Developer's Agreement between the City and Corey Newby for the commercial development and use of the former Divine Mercy school, parish house, and church at 15 3rd Avenue NW. Section 4.04 of the approved Developer's Agreement states that... "the City will not issue a building permit for any construction associated with the Project until the following has occurred to the satisfaction of the City:

1. This Agreement has been executed;
2. The Developer has paid all required fees associated with this Agreement; and
3. The Developer has fulfilled all requirements of this Agreement to the satisfaction of the City."

However, Mr. Newby stated that he will not sign the Developer's Agreement nor pay an escrow until he knows the extent of the work needed to obtain a building permit. The Building Division is reviewing Mr. Newby's construction documents and is providing feedback on the proposed project from a building permit point of view. Mr. Newby hopes to obtain a building permit as soon as possible. He requests that the Developer's Agreement be amended to allow him to sign a Developer's Agreement after a building permit is issued but before a temporary certificate of occupancy is issued. He also requests that an escrow, not exceeding \$5,000, be submitted when a temporary certificate of occupancy is requested.

To help advance this project in a timely fashion, the CED Director recommends that the City Council approve the above amendments to the Developer's Agreement. The proposed amendments still require Mr.

Newby and the City to execute the Developer's Agreement and Mr. Newby to submit the required escrow before opening his business at the site.

Recommendation:

Approve Resolution 2024-242.

Attachments:

1. Resolution 2024-242 Approve Amendments to the Developer's Agreement Between Corey Lee Newby and the City of Faribault

CITY OF FARIBAULT

RESOLUTION #2024-242

APPROVE AMENDMENTS TO THE DEVELOPER'S AGREEMENT BETWEEN COREY LEE NEWBY, DBA URBAN FLEA MARKET AND THE CITY OF FARIBAULT

WHEREAS, On October 22, 2024, the Faribault City Council approved Resolution 2024-211, which approved a Developer's Agreement between the City and Corey Newby for the commercial development and use of the former Divine Mercy school, parish house, and church at 15 3rd Avenue NW; and

WHEREAS, the Corey Newby and the City have not yet executed the said Developer's Agreement; and

WHEREAS, Section 4.04 of the said Developer's Agreement states that... "the City will not issue a building permit for any construction associated with the Project until the following has occurred to the satisfaction of the City:

- A. This Agreement has been executed;
- B. The Developer has paid all required fees associated with this Agreement; and
- C. The Developer has fulfilled all requirements of this Agreement to the satisfaction of the City."; and

WHEREAS, Corey Newby requests that the said Developer's Agreement be amended to allow him to sign the Agreement after a building permit is issued but before a temporary certificate of occupancy is issued. He also requests that an escrow, not to exceed \$5,000, be submitted at the time a temporary certificate of occupancy is requested; and

WHEREAS, it is in the community's best interest to help advance this project in a timely fashion by approving the above stated amendments to the Developer's Agreement while still ensuring the health, safety, and welfare of

the community.

NOW, THEREFORE BE IT RESOLVED, that Faribault City Council hereby approves the above stated amendments to the Developer's Agreement previously approved by City Council Resolution 2024-211. The Council also authorizes City Staff and the City's Consultants to make limited revisions to the Agreement if needed to finalize the Agreement and its exhibits.

ALSO, BE IT RESOLVED, that the Faribault City Council hereby authorizes the Mayor and City Administrator to execute and record the Developer's Agreement and related agreements included in the exhibits.

Date Adopted: November 26, 2024

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Jessica L. Kinser, City Administrator