



**City Council Work Session
Tuesday, January 6, 2026 at 6:00 PM
Public Meeting Room**

AGENDA

1. Call to Order

2. Items for Discussion

- A. Request to Amend Agreement with Paradise Center for the Arts
- B. Discuss Possible Event Center at 222 3rd Ave NW
- C. Annual Planning Session
 - 1. Review Preliminary 2026 Meeting Calendar
 - 2. Designation of Official Publication
 - 3. City Administrator Purchasing and Contracting Limit
 - 4. Appointment of Deputy City Administrator
 - 5. Designation of Vice Mayor
 - 6. Council and Resident Appointments to Boards and Commissions
 - 7. Designation of the City of Faribault Website as the 2026 Official Publication for Bids
- 8. 2026-2030 Strategic Plan - 2025 Actions Update
- D. Viaduct Park Splash Pad Water System Modification
- E. Request to Donate Property to the City

3. Future Discussion

4. Adjournment

(The Council may meet as a group for dinner)

Please contact the City Administrator's Office if you need special accommodations while attending this 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.



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: January 6, 2026
SUBJECT: Request to Amend Agreement with Paradise Center for the Arts

Discussion:

The City has an agreement with the Paradise Center for the Arts (PCA) for Performing and Visual Arts, which was renewed in January 2021 through December 31, 2036. This current agreement is attached. I met with the PCA Executive Director Julie Fakler and Board President Todd Ginter to talk about the agreement, and a request for a change to Article IV, A, 4, related to incurring debt. Their request, in writing, is attached. They will also be present on the 6th to present the request.

Please note that there is a forgivable loan agreement that goes along with the attached agreement. Any changes the Council would recommend come forward for approval will need to be worked through with the City Attorney to ensure that we do not end up with conflicting terms.

Attachments:

1. Request to Amend the Performing and Visual Arts Programming Agreement
2. 2021 Performing and Visual Arts Programming Agreement

From: [Paradise Center For The Arts](#)
To: [Jessica Kinser](#)
Cc: [Todd Ginter](#)
Subject: Request to Amend the Performing and Visual Arts Programming Agreement
Date: Monday, December 22, 2025 12:35:23 PM

Dear Jessica,

At the January 6th work session, the Paradise Center for the Arts requests that the city council discuss the proposed amendment below. However, the Paradise Center for the Arts does not want to jeopardize the forgivable note associated with the Performing and Visual Arts Programming Agreement.

Request to Amend the Performing and Visual Arts Programming Agreement

The Faribault Art Center Inc., doing business as the Paradise Center for the Arts (PCA), respectfully requests that the Faribault City Council consider amending the existing Performing and Visual Arts Programming Agreement.

The PCA deeply appreciates the City of Faribault's support in helping to retire the organization's mortgage and line of credit. This partnership has been essential to maintaining a vibrant arts center for the community.

However, we have concerns regarding our ability to respond to significant and unexpected facility needs under the current terms of the agreement. In the event of an emergency repair—such as a major roof issue or HVAC failure—we would be unable to incur necessary debt to address the problem in a timely manner. This is especially concerning given that eight of the building's ten HVAC units have required replacement between 2016 and 2025.

We appreciate the City Council's consideration of this amendment and look forward to continued partnership in serving the Faribault community through the arts.

Please let me know if you have any questions.

Happy Holidays!

Julie Fakler
Executive Director
Paradise Center for the Arts
507-332-7372, 507-210-6027
321 Central Avenue N.
Faribault, MN 55021
<https://paradisecenterforthearts.org/>

PERFORMING AND VISUAL ARTS PROGRAMMING AGREEMENT

THIS AGREEMENT is made, effective as of this 20th day of January, 2021 by and between the City of Faribault, located at 208 1st Avenue NW, Faribault, Minnesota 55021-5105, a Minnesota municipal corporation ("City") and Paradise Center for the Arts, a Minnesota non-profit corporation located at 321 Central Avenue, P.O. Box 383, Faribault, MN 55021 (the "PCA").

WITNESSETH:

WHEREAS, an agreement (Performing and Visual Arts Programming Agreement, hereinafter referred to as the "2005 Agreement") was executed between the City and the PCA, effective on the 10th day of August, 2005 under which the PCA agreed to provide performing and visual arts programming, including the restoration, operation and maintenance of the Paradise Center for the Arts facility for the City's residents, the surrounding community and the general public; and

WHEREAS, the City and the PCA wish to replace the 2005 Agreement, which is scheduled to terminate on December 31, 2026, with a new agreement, and to continue to have the PCA provide the services outlined in said agreement; and

WHEREAS, the City administers and supports numerous parks and recreation programs for its residents, the surrounding community and the general public; and

WHEREAS, the parks and recreation programs that the City has administered and supported in the past have included art enrichment programs; and

WHEREAS, the PCA is a nonprofit organization that provides art enrichment programming in the building of the former Paradise Theater located at 321 Central Avenue in the city of Faribault; and

WHEREAS, pursuant to Minnesota Statute Section 471.15, a city may operate a program of public recreation and maintain buildings or other recreational facilities; and

WHEREAS, pursuant to Minnesota Statute Section 471.16, a city may operate a recreational program cooperatively with a nonprofit organization in any manner which the two entities may mutually agree; and

WHEREAS, the City desires to continue to engage the services of the PCA to assist the City in its parks and recreation programming with respect to programming for performing and visual arts, including the operation and maintenance of the Paradise Center for the Arts facility; and

WHEREAS, the PCA is willing to enter into this Agreement with the City to continue to provide performing and visual arts programming, including the operation and maintenance

of the Paradise Center for the Arts facility for the City's residents, the surrounding community, and the general public; and

WHEREAS, the City agrees to provide compensation to the PCA for the operation and maintenance of the Paradise Center for the Arts facility and the programming for the performing and visual arts to be provided to the City's residents.

NOW, THEREFORE, the parties hereto do mutually agree as set forth below:

ARTICLE I: DEFINITIONS OF TERMS USED IN AGREEMENT

- A. **City.** The City of Faribault, a municipal corporation under the laws of Minnesota.
- B. **Paradise Center for the Arts.** The entire Paradise Center for the Arts facility, located in the building of the former Paradise Theater, 321 Central Avenue in the City of Faribault.
- C. **PCA.** Paradise Center for the Arts, a non-profit corporation under the laws of Minnesota.
- D. **Performing and Visual Arts Programming.** Performing and visual arts classes and programs for youth, adults, seniors and the general public as outlined in Exhibit II and the complete restoration, operation and maintenance of the Paradise Center for the Arts facility, including building and property improvements.

ARTICLE II: TERM OF AGREEMENT

- A. **Term of Agreement.** This Agreement shall commence upon execution by the parties and terminate on December 31, 2036. This Agreement may be extended by mutual written agreement of the parties.

ARTICLE III: GENERAL DESCRIPTION OF SERVICES

- A. **General Description of Services.** The services to be performed by the PCA during the term of this Agreement for the City consist of the complete operation and maintenance of the Paradise Center for the Arts facility, including building maintenance improvements and the administration of Performing and Visual Arts Programming in full accordance with:
(1) this Agreement; (2) Exhibit I of this Agreement; and (3) any written instructions from the City. In the operation of the Performing and Visual Arts Programming pursuant to this Agreement, the PCA shall familiarize itself with and comply with all applicable State and Federal statutes and regulations, local ordinances and instructions and policies of the City.

ARTICLE IV: CONSIDERATION

- A. **Consideration.** As compensation for replacing the 2005 Agreement with this new agreement to extend the term, and continuing the programs and services outlined herein, the City agrees to pay the PCA \$250,000.00, subject to the following conditions:
1. Payment from the City to the PCA will be made at such time that the PCA has secured the other funds necessary to eliminate all current debt on the property (said funds to be in the possession of and fully available to the PCA with no restrictions—pledges or in-kind contributions shall not qualify).
 2. The PCA shall use these funds solely for the purpose of eliminating all current debt (mortgage, line of credit, etc.) on the property, thereby supporting the allocation of the financial resources available to the PCA now and in the future for programming and operations.
 3. The PCA shall provide documentation to the City verifying the satisfaction of the existing mortgage(s) on the property, as well as the elimination of any and all other debt against the property, within 10 business days following payment by the City.
 4. The PCA will provide to the City security in the form of a forgivable note and first position mortgage in the amount of \$250,000.00 on the real property located at 321 Central Avenue for a period of ten (10) years, commencing on the date the City releases the funds to the PCA. The note and mortgage shall be provided to the City prior to the release of the funds, and shall be of a form acceptable to the City Attorney.
 4. The PCA will not incur any debt secured by the property for a period of ten (10) years, commencing on the date the City releases the funds to the PCA, without obtaining prior approval from the City.
 5. The PCA will not request funding for years 2022 through 2031 from the City's annual funding program for Civic and Non-Profit Organizations, under which the PCA has received funds each year since 1999 (originally as the Faribault Arts Center).
 6. The PCA will include the City in any recognition materials celebrating and publicizing the elimination of the mortgage debt on the property.
- B. **Fundraising Deadline.** Should the PCA not raise the necessary funds as required under Article IV, Item A.1. by December 31, 2021, the City will not be required to make any payment to the PCA under this agreement, and the other conditions outlined in Article IV, Items A.2. through A.7. will be waived.
- C. **Other.** The City may also assist the PCA in marketing and promotion of the Performance and Visual Arts Programming and the Paradise Center for the Arts facility by publishing information in the Buckham Center Bulletin or by other means as the City deems appropriate and beneficial.

ARTICLE V: DUTIES OF THE PCA

- A. **Duties of the PCA.** In addition to providing the Performing and Visual Arts Programming for the City, during the term of this Agreement, the PCA shall provide the following to the City:
1. The PCA shall submit an annual operating budget to the City by December 31st of each year for the upcoming fiscal year;
 2. The PCA shall submit a year-end statement to the City by July 1st of each year;
 3. The PCA shall provide the personnel necessary to provide the services outlined in this Agreement, including all costs associated with such personnel. In addition to the direct payroll costs, this shall include all costs associated with recruiting, hiring, training and supervising such personnel;
 4. The PCA shall provide supplies and equipment necessary for Performing and Visual Arts Programming, such as art supplies, theatrical props, scenery, etc.;
 5. The PCA shall maintain and operate the Paradise Center for the Arts facility during the entire term of this Agreement. The Paradise Center for the Arts shall remain open to the public during the entire term of this Agreement; and the PCA will provide art enrichment programming in the following areas: Visual arts displays, visual arts classes and seminars, live theater, live music, movies of artistic and or social value, and children's theater programming.
 6. The PCA will provide a minimum of twenty four (24) hours each year for community programming time without cost to the City at the PCA building.

ARTICLE VI: INDEMNIFICATION, WAIVER & INSURANCE

- A. **Indemnification.** The PCA shall defend, indemnify and hold harmless the City and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which arise or purport to arise out of this Agreement for services or goods provided by the PCA hereunder.
- B. **Waiver.** Nothing in this Agreement shall be deemed to be a waiver by the City, its elected officials, officers, employees, agents or representatives of any limitations on or immunities from liability set forth in Minnesota Statutes, Chapter 466 or to which the City, or its elected officials, officers, employees, agents and representatives are otherwise entitled.
- C. **Insurance.** The PCA shall maintain in full force and effect, at its own cost and expense during the term of this Agreement the following insurance coverage:

1. The PCA shall obtain general liability insurance covering its activities, staff and volunteers, including an appropriate rider for defamation claims. The City shall be named as an additional insured, and the policy shall provide that it will not be cancelled without written notification of the City. PCA shall maintain liability insurance at a minimum of \$300,000 per event and \$1,000,000 aggregate and a certificate of insurance will be supplied to the City. PCA shall indemnify the City of any and all liability claims made against the PCA resulting from the operation of any PCA program or activity sponsored by the PCA.
2. The City shall be provided with a certificate of insurance for all of the policies maintained pursuant to this Agreement that shall show the described coverage including the City as an additional insured, and the certificate providing sixty (60) days notice to the City in the event of cancellation or non-renewal.
3. All required insurance shall be with a company acceptable to the City.

ARTICLE VII. MISCELLANEOUS PROVISIONS.

- A. Addresses and Notices. Any notice permitted or required to be given under this Agreement must be in writing and shall be deemed to have been given if sent by certified mail, postage prepaid, addressed as follows:

To the City: City Administrator
 City of Faribault
 208 1st Avenue NW
 Faribault, MN 55021

To the PCA: Executive Director
 Paradise Center for the Arts
 321 Central Avenue, P.O. Box 383
 Faribault, MN 55021

Such notice or other communication may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the post office. Such notices, demands, consents, and reports may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notice shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails as provided herein.

If either party has a change of address, that party must give written notice to the other party of such change as provided herein. Any party failing to provide notice

of a change of address shall be deemed to have received any notice sent as provided above.

- B. **Amendment.** This Agreement may be modified, renegotiated or otherwise amended at any time only upon the mutual written consent of the PCA and the City.
- C. **Assignment.** This Agreement shall be binding upon the parties hereto and their respective administrators, executors, successors and assigns. No assignment or attempted assignment of this Agreement of any rights hereunder shall be effective, unless upon the written consent of the PCA and the City.
- D. **Authority.** Each of the undersigned parties warrants that: 1) it has the full authority to execute this Agreement; 2) it is in good standing; 3) execution is not preempted by its bylaws; and 4) authorized officers have signed this Agreement.
- E. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based upon convenience or otherwise.
- F. **Construction.** In the event that any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions in any application therefor shall not in any way be affected or impaired thereby.
- G. **Entire Agreement.** This Agreement, any attached exhibits or addenda or amendments signed by the parties shall constitute the entire Agreement between the City and the PCA, and supersedes any other written (including, but not limited to, the 2005 Agreement, or oral agreements between the City and the PCA. This Agreement can only be modified by a writing signed by City and the PCA.
- H. **Execution in Counterparts.** This Agreement may be executed in counterparts by the parties hereto.
- I. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of any other covenant, agreement, term, or condition, nor does it imply that such covenant, agreement, term or condition may be waived again.
- J. **Work Products.** All records, information, materials and other work products, except those noted below, prepared and developed in connection with the provision of services hereunder shall become the exclusive and confidential property of the City. No such products shall be made available to any other individual or organization by the PCA without the prior written approval of the City. All PCA personnel records

associated with personnel assigned under the terms and conditions of this Agreement shall be and remain the exclusive property of the PCA provided, however, that the PCA shall grant the City Administrator and/or City Attorney permission to review such files upon given at least five days' notice of their intent to review such files.

- K. **Independent Contractor Status.** All services provided by the PCA, its officers, agents, volunteers and employees pursuant to this Agreement shall be provided by such persons as an employee of the PCA or as an independent contractor and not as an employee of the City for any purpose, including, but not limited to:
1. Income tax withholding;
 2. Workers' compensation;
 3. Unemployment compensation;
 4. FICA taxes; and
 5. Eligibility for employee benefits.
- L. **Data Practices and Audits Compliance.** Data provided to the PCA under this Agreement shall be administered in accordance with Minnesota Statutes, Chapter 13, and all data on individuals shall be maintained in accordance with statutory guidelines. The PCA agrees to comply with the City's requests relating to requests for information pursuant to the Data Practices Act, Minnesota Statutes Chapter 13. The operational records and documents of the PCA and of its agents relating to work performed pursuant to this Agreement shall be subject to audit and examination by the City and the State Auditor
- M. **Relationship of the PCA to City.** Nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement. The City Council shall appoint a member of the Council to serve on the Board of Directors of PCA.
- N. **Indemnification Survives Termination.** All representations and warranties of the parties contained herein shall survive the termination of this Agreement.
- O. **Continuance of Center/Governmental Program.** This Agreement shall be subject to termination in the event that the PCA discontinues operation of the Paradise Center for the Arts.
- P. **Recitals.** The recitals set forth in the preamble to this Agreement are incorporated into and made a part of this Agreement.

ARTICLE VIII: TERMINATION

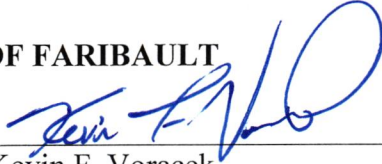
- A. **Termination for Cause.** If the PCA fails to perform any of the terms, conditions, or requirements of this Agreement, the City may give the PCA fourteen (14) days written notice of such failure. After receipt of the written notice, the PCA will have

up to fourteen (14) days to correct the problem, except that the City may in any case take immediate steps it determines are necessary to correct the problem in order to protect the health, safety and welfare of the City and the public prior to the end of the fourteen (14) day period without affecting the City's right to terminate the PCA; and, provided further that the PCA shall pay to the City an amount equal to all City costs and expenses incurred in taking such action, such payment to be made within fourteen (14) days of the City's written request to the PCA for such reimbursement. If the PCA fails to correct the problem within the fourteen (14) day period, the City may terminate the Agreement by giving the PCA thirty (30) days written notice of such termination. The PCA shall be liable to the City for all costs and expenses incurred by the City to take action against the PCA, and the costs and expenses of the City incurred in providing replacement Performing and Visual Arts Programming for the remainder of the term of this Agreement.

IN WITNESS WHEREOF, the City and the PCA have executed this Agreement the day and year first above written.

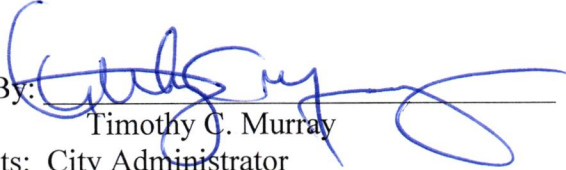
CITY OF FARIBAULT

Date: 1/24/2021

By: 
Kevin F. Voracek

Its: Mayor

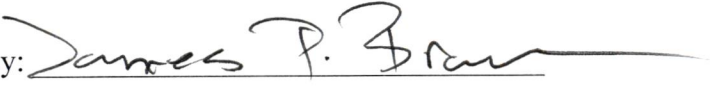
Date: 1/26/2021

By: 
Timothy C. Murray

Its: City Administrator

PARADISE CENTER FOR THE ARTS

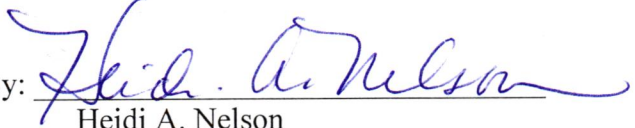
Date: 2-5-21

By: 

Name: James P. Braucher

Its: President

Date: 2-2-21

By: 
Heidi A. Nelson

Its: Executive Director

EXHIBIT I
DUTIES AND RESPONSIBILITIES OF THE PCA

1. General management assistance for the coordination of the Paradise Center for the Arts parks and recreation programs within the city.
2. Maintain and operate the Paradise Center for the Arts facility during the term of this Agreement so that it is suitable for occupancy and the Performing and Visual Arts Programming.
3. Develop appropriate forms, brochures, and administrative procedures, the preparation of routine correspondence, and all relevant record-keeping functions associated with such matters.
4. Provide for financial administration including bookkeeping and accounting functions, and the preparation of timely financial reports.
5. Use reasonable efforts to develop, market, and promote the Paradise Center for the Arts facility and Visual and Performing Arts programming in the city.
6. Maximize quality service goals for the Paradise Center for the Arts by executing marketing strategies, providing quality service to customers, and employing leadership and managerial skills effectively.
7. Operate and maintain the Paradise Center for the Arts facility at scheduled times and provide all Performance and Visual Arts Programming in accordance with all federal, state, and local laws, regulations, ordinances, and City policies. The PCA shall obtain all permits, licenses, and certifications necessary to ensure compliance with all federal, state and local laws, regulations and ordinances provided.
8. The Paradise Center for the Arts facility shall remain open to the public during the entire term of this Agreement.
9. Provide supplies and equipment necessary to the Performing and Visual Arts Programming.
10. Recruit, hire, and train personnel, assign and schedule their work, and monitor their performance.
11. Provide the personnel necessary to market, manage, and operate the Paradise Center for the Arts facility and Performing and Visual Arts Programming. The PCA shall maintain an adequate level of staffing at all times in order to serve the public. The PCA agrees to comply with all applicable federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion,

national origin, sex, marital status, age, or status with regard to public assistance and other prohibited classification.

12. Maintain workers' compensation insurance in compliance with all applicable statutes, and premises, automobile and general liability insurance in amounts and in forms satisfactory to the City as required by Article VI of this Agreement. The PCA agrees to provide the City with a copy of its Certificate of Insurance. The PCA agrees to provide liability insurance for all programs offered. The PCA agrees to provide property insurance for the Paradise Center for the Arts facility and any PCA owned equipment that is used while providing services under this Agreement.
13. Provide supervision to oversee the day-to-day operations, including, but not limited to, overseeing the marketing, scheduling, reservations for programs, equipment, etc., and day-to-day operating procedures for the Paradise Center for the Arts and Performing and Visual Arts Programming.
14. Take reservations for the Paradise Center for the Arts facility and the Performing and Visual Arts programs. Schedule events for the Paradise Center for the Arts facility, and maintain a master engagement calendar showing all reservations and events.
15. Develop fees, charges, and/or deposits for programs, equipment and facilities.
16. Collect fees, charges, and/or deposits for programs, equipment and facilities.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2021

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

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

PRODUCER Heartman Insurance 330 Central Avenue Faribault, MN 55021	CONTACT NAME: PHONE (A/C, No, Ext): (507) 334-5577 FAX (A/C, No): (507) 334-2789 E-MAIL ADDRESS: info@heartman.com
INSURED Faribault Art Center Inc dba Paradise Center for the Arts 321 Central Ave N Faribault, MN 55021	INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Insurance Company INSURER B : SFM INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 10677 11347

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER General Aggregate			EPP 0016841	3/31/2019	3/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			EBA 0016841	3/31/2021	3/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	37485.211	3/31/2020	3/31/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Faribault
208 1st Ave NW
Faribault, MN 55021

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
David Wanberg, CED Director
FROM: Harry Davis, City Planning Manager
MEETING DATE: January 6, 2026
SUBJECT: Discuss Possible Event Center at 222 3rd Ave NW

Discussion:

City Staff requests that the City Council provide feedback and guidance to a potential applicant for an event center at 222 3rd Ave NW.

A potential event center operator initiated discussions with city staff about starting an event center business out of 222 3rd Ave NW, located at the corner of 3rd St NW and 3rd Ave NW, across the street from both the Rice County Government Services Building and the Congregational Church (United Church of Faribault). 222 3rd Ave NW used to be the Congregational Church's parish house until it changed hands in early 2024. The property is approximately 9,900 square feet and zoned R-3, Medium Density Residential, with adjacent properties to the south and west also zoned R-3 and occupied by residential uses. To the north across 3rd St NW is Rice County, zoned P-I, Public Institutional. To the east across 3rd Ave NW is the Congregational Church, zoned R-4, High Density Residential.

The applicant would like to operate an event center for weddings, conferences, gatherings, and private parties year-round. They anticipate most of their operations to occur on the weekends, with smaller gatherings during weekdays. Hours of operation are generally proposed from 8 or 9 AM to midnight, except for 10 AM to 8 PM on Sundays. For each event, the venue will employ a manager, one event staff per every 100 guests, and security (1–3 guards, depending on event type, number of guests, and presence of alcohol). The applicant proposes using the lower level as a banquet hall, bar, and groom's suite with bedroom. The building plans show a main event hall and lounge with bar on the first floor, then a balcony, bridal suite, and office with kitchen on the second floor. The applicant calculates they need approximately 169 spaces and intends to use a combination of off-site and on-street parking to achieve parking minimums. The operational details, floor plans, and parking plan are

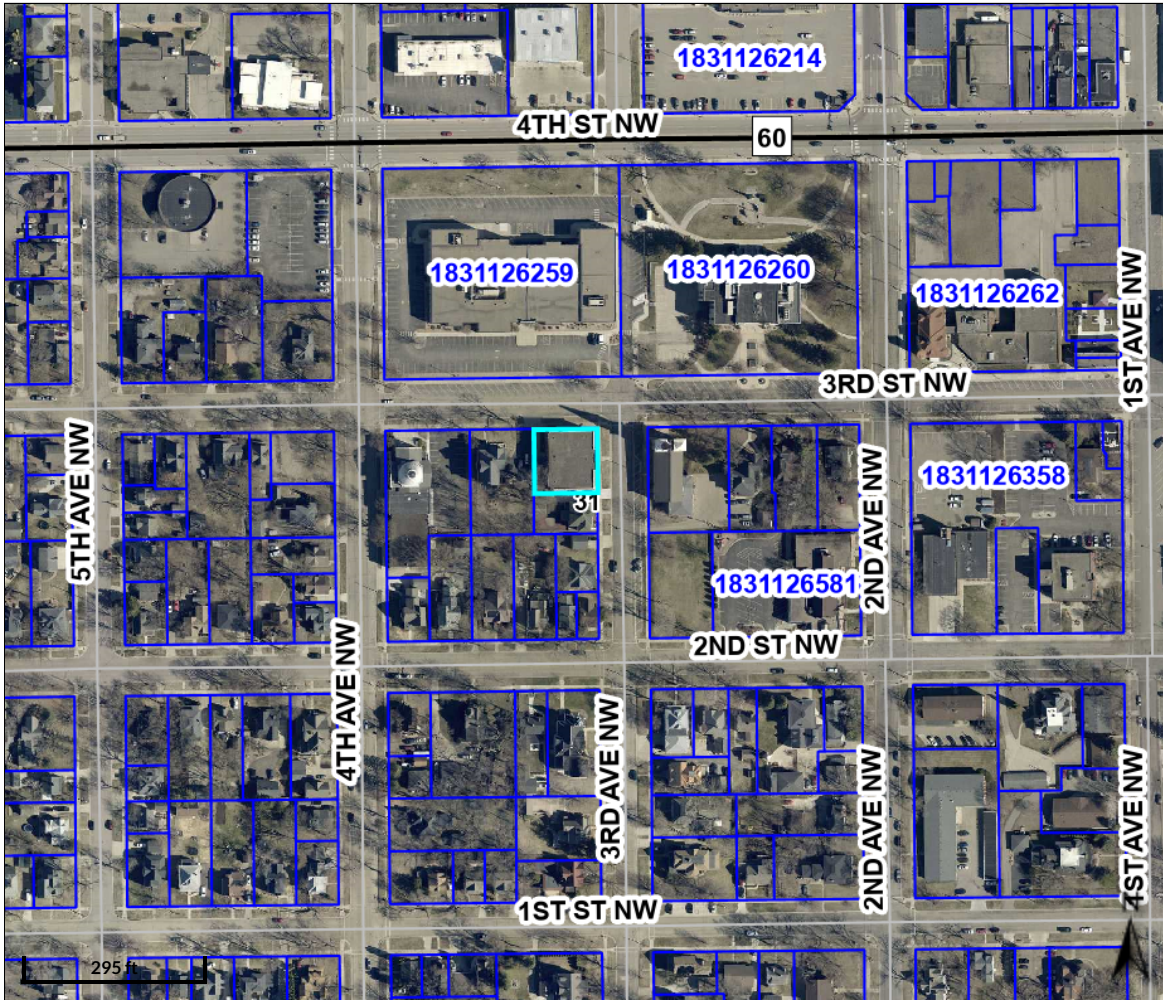
included in the packet.

City staff notes that the previous use as a parish house was an existing use that does not have any records of a CUP or other mechanism of approval, so it was likely nonconforming. The current zoning of the property, R-3, would not allow a standalone event center, but would allow adaptive reuse of an institutional building with a CUP. The new use would have to meet all the development standards in Sec 7-30 and the CUP criteria found in Sec 2-300, which are attached to this packet. Perhaps the most challenging requirement for this use and location is parking, as the property has insufficient space to accommodate the required parking. The adaptive reuse standards require that the project meet parking requirements or make reasonable provision for parking at off-site facilities, but the nearest off-street parking facilities within 300 feet are the Rice County building to the north and the First English Lutheran Church to the southeast. The applicant proposes using on-street spaces, both striped and unstriped, on nearby streets that are "first-come, first-served". However, there is a chance, as streets are reconstructed outside of downtown, that properties with striped on-street spaces will have to pay for them to remain (and therefore have some right to their use). Additionally, city staff note that Rice County utilizes most of the on-street spaces along 3rd St NW that are within 300 feet of the property.

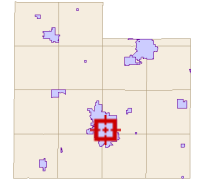
Overall, City Staff is supportive of adaptive reuse of the old parish house at 222 3rd Ave NW, but has significant concerns about parking that are not easily addressed in a joint parking agreement or on-street spaces. It may be prudent for the applicant to host a neighborhood meeting with adjacent property owners to discuss their project and the impact on the neighborhood. Additionally, to assuage any concerns over parking and traffic, a parking and traffic study would help. If Council is supportive of the project, City Staff requests guidance from City Council regarding the applicant's proposals for parking, which would likely need a variance.

Attachments:

1. City Staff - Beacon Maps
2. City Staff - Adaptive Reuse and CUP Standards
3. Applicant - Conceptual Submittal and Details



Overview



Legend

-  Townships
-  Sections
-  Parcels
-  Roads
-  Road Numbers

Parcel ID	1831126367	Alternate ID	n/a	Owner Address	RENEWAL DEVELOPMENT LLC
Sec/Twp/Rng	n/a	Class	3A-Commercial/Industrial/Public Utility		4630 3RD AVE S
Property Address	222 3RD AVE NW	Acreage	n/a		MINNEAPOLIS MN 55419
	FARIBAULT				
District	FARIBO-SD656-HSP-HRA-EDA				
Brief Tax Description	Lot 1 Block 60 of ORIGINAL TOWN FARIBAULT				
	L1 EX S65FT THRF & E2 L2 EX S65FT THRF B60 ORIG TOWN FBLT				
	(Note: Not to be used on legal documents)				

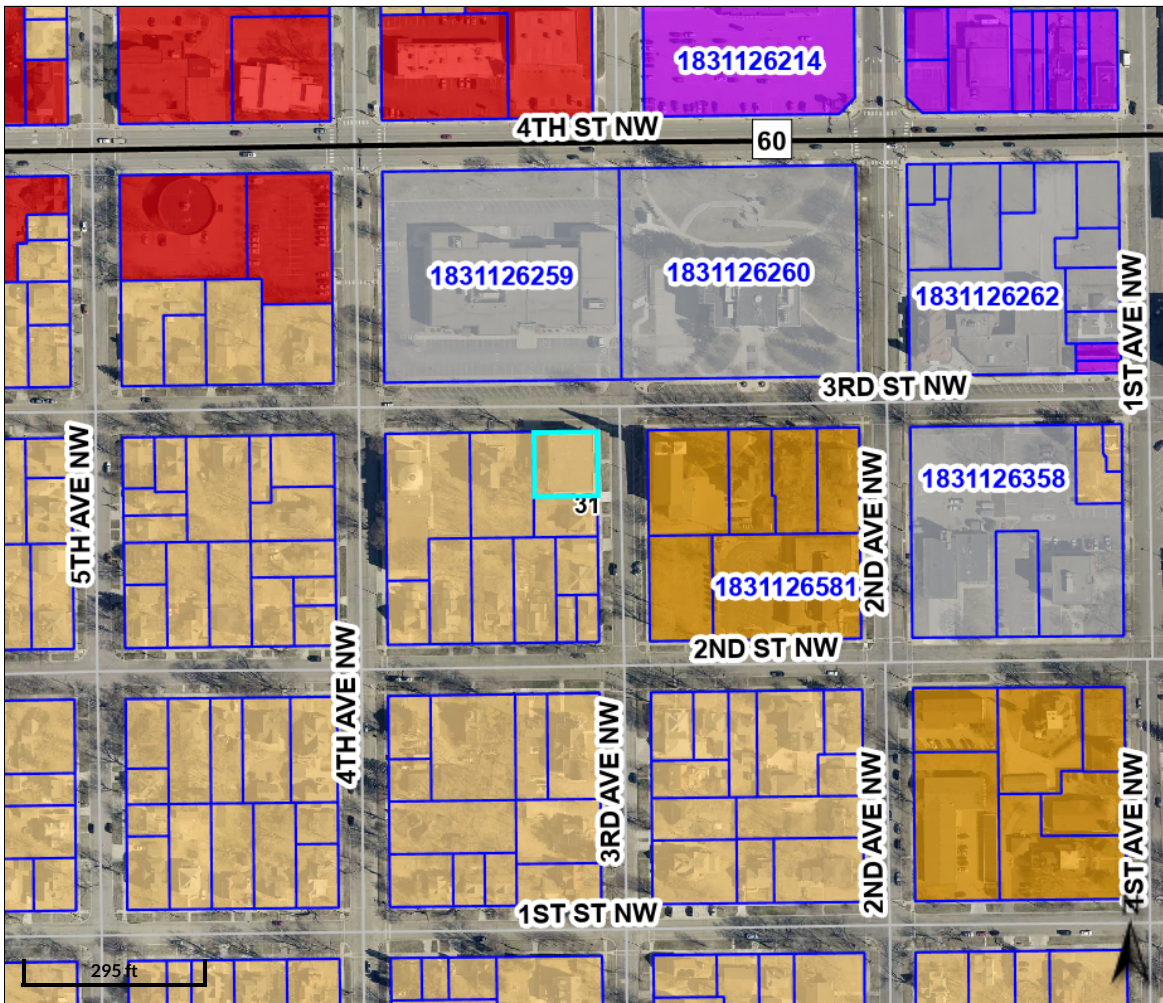
The parcels are the base parcels in Rice County.

Disclaimer: The information in this web site represents current data from a working file which is updated continuously. Information is believed reliable, but its accuracy cannot be guaranteed.

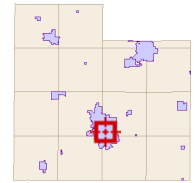
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Developed by  **SCHNEIDER**
GEOSPATIAL



Overview



Legend

-  Townships
-  Sections
-  Parcels
-  Roads
-  Road Numbers
- Faribault Zoning**
-  C-1
-  C-2
-  C-3
-  CBD
-  I-1
-  I-2
-  I-P
-  O
-  P-I
-  R-1
-  R-1A
-  R-2
-  R-3
-  R-4
-  RM
-  TUD

Parcel ID	1831126367	Alternate ID	n/a	Owner Address	RENEWAL DEVELOPMENT LLC
Sec/Twp/Rng	n/a	Class	3A-Commercial/Industrial/Public Utility		4630 3RD AVE S
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The parcels are the base parcels in Rice County.

Disclaimer: The information in this web site represents current data from a working file which is updated continuously. Information is believed reliable, but its accuracy cannot be guaranteed.

Date created: 10/31/2025

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Developed by  **SCHNEIDER**
GEOSPATIAL

Sec. 7-30. – Development standards.

Adaptive reuses of institutional or public buildings.

- (1) The city council shall find before granting a conditional use permit for an adaptive reuse that the long-term benefits of the proposed adaptive reuse outweigh any negative impacts on the neighborhood of the proposed project and on the city, as compared with the alternative of having the structures demolished, remaining vacant, or underutilized.
- (2) The proposed adaptive reuse must be residential, commercial, institutional, or a combination of such uses.
- (3) Densities greater than would be allowed in the underlying zoning district may be approved, at the discretion of the city council.
- (4) The proposed adaptive reuse shall not cause traffic volumes to exceed the capacities for which the adjacent streets have been designed.
- (5) The proposed adaptive reuse must not generate daily semi-truck traffic on local residential streets.
- (6) Improvements to reduce the impact of driveways/access points on the traffic flow of adjacent streets have been identified where needed.
- (7) The proposed reuse includes adequate amounts of on-site parking and loading areas to meet the requirements of [Section 8-200](#) of this Code; where required parking cannot be provided on-site, reasonable provision for off-site parking shall be required.
- (8) Screening must be provided to sufficiently protect the privacy of residents in the surrounding residential areas from the impact of off-street parking, loading, and driving areas, noise or glare exceeding permissible standards, potential safety hazards, or to subdue differences in architecture and bulk between adjacent land uses.
- (9) There shall be no exterior storage of goods or equipment except for properly screened trash containers.
- (10) Hours of operation shall be as identified by the applicant in the conditional use permit application and agreed to by the city council.
- (11) Exterior renovation or remodeling of the structure must endeavor to maintain existing architectural features so as to not alter the character of the neighborhood.

(12) The requirements for institutional signage within a residential district shall be used in the evaluation of signage for the site. Consideration shall be given to reusing the existing, historical signage on the site and designing any additional signage to complement the existing residential district.

Sec. 2-300. - Required findings for conditional use permits.

The City Council shall make each of the following findings before granting a conditional use permit:

- (1) The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare.
- (2) The conditional use will not be injurious to the use and enjoyment of other property in the vicinity and will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
- (3) The conditional use will be designed, constructed, operated, and maintained in a manner that is compatible in appearance with the existing or intended character of the surrounding area.
- (4) The conditional use will not impose hazards or disturbing influences on neighboring properties.
- (5) The conditional use will not substantially diminish the value of neighboring properties.
- (6) The site is served adequately by essential public facilities and services, including utilities, access roads, drainage, police and fire protection, and schools or will be served adequately as a result of improvements proposed as part of the conditional use.
- (7) Development and operation of the conditional use will not create excessive additional requirements at public cost for facilities and services and will not be detrimental to the economic welfare of the community.
- (8) Adequate measures have been or will be taken to minimize traffic congestion in the public streets and to provide for adequate on-site circulation of traffic.
- (9) The conditional use will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance to the community.

(10) The conditional use is consistent with the applicable policies and recommendations of the city's Land Use Plan or other adopted land use studies.

(11) The conditional use, in all other respects, conforms to the applicable regulations of the district in which it is located.

Operational Details for 222 3rd Ave NW Faribault, MN

Proposed use:

Our proposed use for the following property is an event space; we plan to operate mostly offering a venue to host weddings at. We will also have offerings to host small conferences, community gatherings, and private parties (Birthday party, anniversary parties, Graduation parties, wedding/baby showers, etc.). We would like to be a premier destination for the community of Faribault and surrounding areas to host their events at.

- Types of Events
 - Weddings
 - Conferences
 - Community Gatherings
 - Private Parties

Expected Frequency:

Our expected frequency of events would be year-round. We would plan to operate our events mostly on Weekends (Friday & Saturday) for weddings, with the occasional event during the weekdays/non-peak weekend day (Sunday – Thursday) for Private parties, conferences, community gatherings, etc.

- Frequency of Events
 - Year round
 - Day time, Evening, and Weekends – Depends on Event type.
 - Weekends (Friday & Saturday) – Primary Use
 - Weekdays/non-peak weekend day (Sunday – Thursday) – Secondary Use

Hours of Operation:

Our hours will vary depending on event type. Majority of our hours will be considered “Open by appointment only” This would include appointments during the week to tour the venue for potential clients. Below are the proposed hours we would offer for events. All event end times are when Guests would need to vacate the premises and are listed below. The employees would be vacated no later than 1 hour after the event has ended.

- Hours
 - Weekend Dates (Friday & Saturday) Rental time frame 8:00am – 12:00am
 - Weekday day Time (Monday -Thursday) –9am- 5pm*
 - Weekday evenings (Monday – Thursday) 5pm – 12am*
 - Sundays – 10am-8pm

*Weekday rentals could be rented for the whole day period of 9am-12am depending on event needs.

Alcohol on Premise:

We plan to serve alcohol on site; we intend to apply for a liquor license for the property. We initially plan to hire the bar service out to a catering team that has a liquor license and insurance until we can obtain our own.

Staffing & Security:

Our staffing amount will depend on the size of the event. We plan to always have a Venue Manager on for each event and then 1 event staff member per 100 guests (Venue Manager is not considered to be event staff in regard to the count of staff to guest count ratio). For events with Alcohol being served we will have security staff on site. This count for the number of security guards will depend on the guest count and the guidelines proposed by licensing and city ordinance. We anticipate that the number of security guards per event would range from 1-3 people.

Staff at events

- Venue Manager
- Event Staff – 1 member of Staff per 100 guests*
- Security Guard – Hired for events with Alcohol consumption, number of guards dependent on number of guests at event and guidelines/rules for licensing.

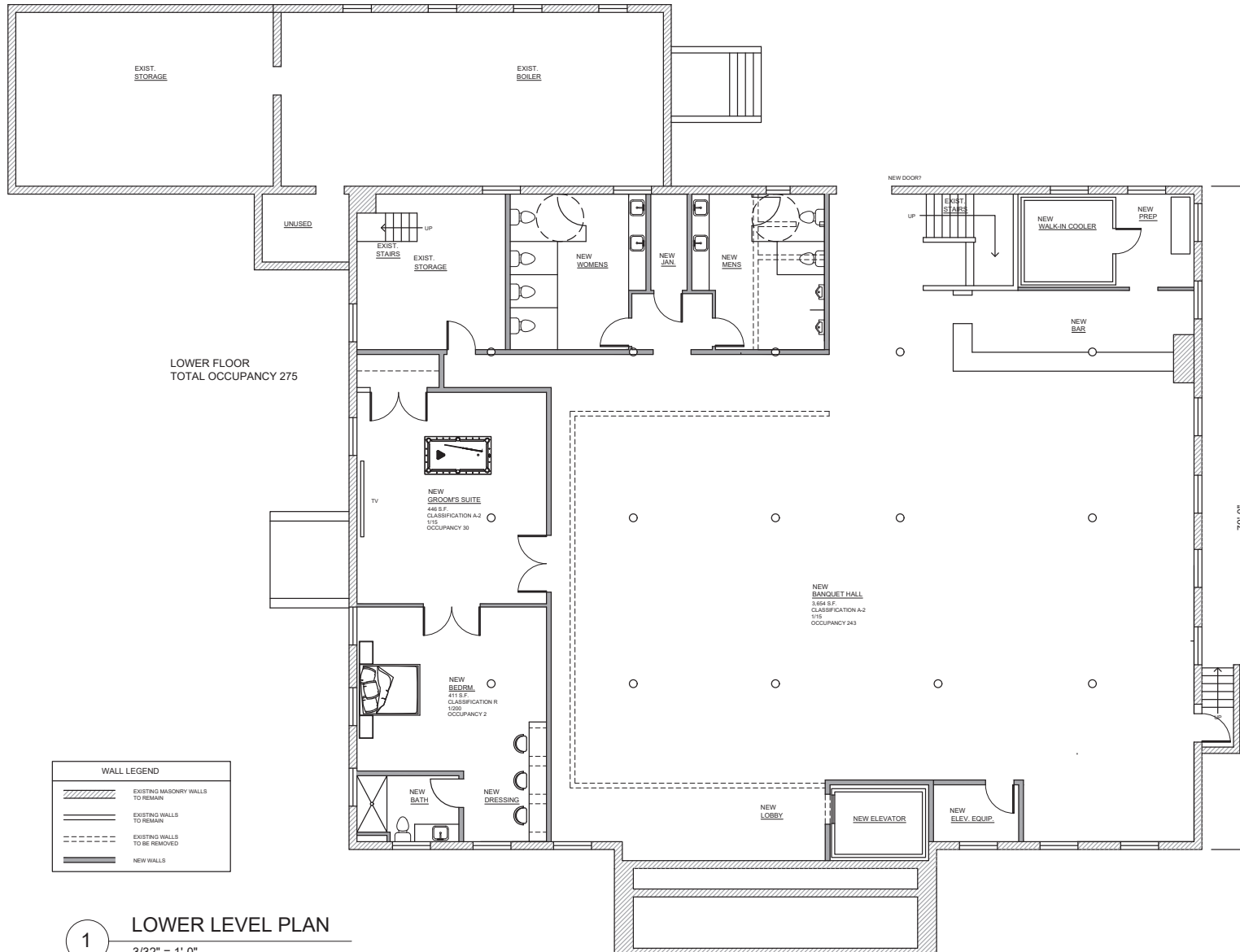
*This could fluctuate to have more staff at an event depending on event needs. The above proposed staffing numbers are a minimum number of staff per event.

Anticipated Noise levels & Mitigation Strategies:

We anticipate our noise levels to vary during and depending on the events. During a dinner and/or ceremony the noise levels would be lower/moderate, falling within an acceptable range and not heard outside the venue. During a dance with a DJ or live band we anticipate the levels to increase to a higher level that may sound muffled outside the venue if passing on the street.

Our plans to mitigate the noise levels would be to ensure that the venue has sound-proofing materials in the areas that the music would be played in. The dance would be held indoors with the doors and windows shut. We would ensure the speakers playing the music are facing away from the windows and edges of the building pointing towards the center of the dance floor. Our staff would be monitoring the noise level to ensure within reasonable

decibels levels. We would also consider acoustic curtains and/or draping to assist with containing noise levels. We would ensure that we are compliant with city ordinances.



Owner:
Heather and Scott Kenning
651-216-7130

Revisions

Project Name:
Event Center

Address:
222 3rd Ave NW
Faribault, MN 55021

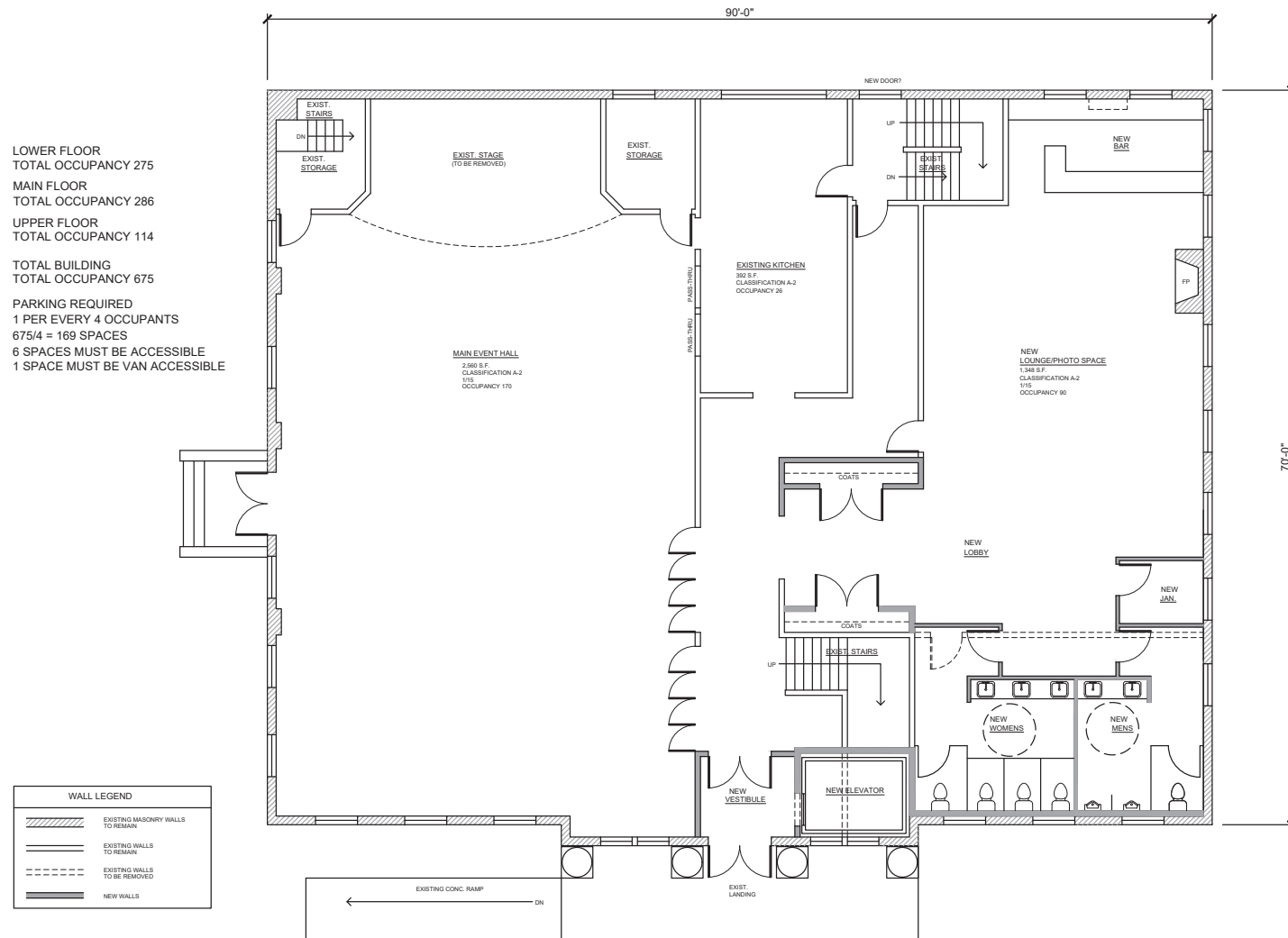
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BP

Date:
9-26-2025

Sheet Name:
LOWER LEVEL PLAN

Sheet Number:

A1



Owner:
Heather and Scott Kenning
651-216-7130

Revisions

Project Name:
Event Center

Address:
222 3rd Ave NW
Faribault, MN 55021

Drawn by:
BP

Date:
9-26-2025

Sheet Name:
MAIN LEVEL PLAN

Sheet Number:

A2

1

MAIN LEVEL PLAN

3/32" = 1'-0"

Revisions

Address:
222 3rd Ave NW
Faribault, MN 55021

Sheet Name:
UPPER LEVEL PLAN

Sheet Number:

A3



Conceptual Rendering of Social Room



Conceptual Rendering of Social Room



Conceptual Rendering of Social Room



Conceptual Rendering of Reception



Conceptual Rendering of Ceremony





1 PARKING PLAN NTS

STREET PARKING
107 SPACES
RICE COUNTY
89 SPACES
TOTAL SPACES
197 SPACES
TOTAL SPACES REQ.
169 SPACES

Owner:
Heather and Scott Kenning
651-216-7130

Revisions

Project Name:
Event Center

Address:
222 3rd Ave NW
Faribault, MN 55021

Drawn by:
BP

Date:
9-26-2025

Sheet Name:
PARKING PLAN

Sheet Number:

A4

Parking Variance for 222 3rd Ave NW Faribault, MN 55021

Variance Options

- Allowance for parking within 800 feet of the business vs. 300 feet of the business
- Park and Ride/ Shuttle service from partnered businesses and/or a separate privately owned parking lot.
- Partner with local businesses to utilize their parking lots for additional spaces within 300 feet range

Allowance for parking within 800 Feet of 222 3rd Ave NW vs. 300 feet

- Allowance for within 800 feet of the proposed location of the venue
 - expands our parking range into the business district
 - Opens opportunity to allow for more space for parking for the guests of the venue through on-street parking and parking ramps
 - Promotes opportunities for visiting guests to explore downtown Faribault and other local businesses

Park & Ride/Shuttle Service from partnered businesses and/or separately owned parking lot

- Allowance of a park & Ride /Shuttle service from partnered businesses &/or private parking lot to the venue
 - Offers offsite parking to ease the demand for additional parking spots we are unable to provide within the proposed number of spaces on the street
 - Partnered businesses see increased revenue due to our guests using their spaces to park and visit their space
 - Private parking lot offers the guests a place to park and use while they visit our venue. Our shuttles operate throughout the entire event to get them to the venue and back to the private parking lot.

Partner with local businesses to utilize their parking spaces within 300 feet

- Allowance from partnered businesses to use their lots provides ample parking within 300 feet of venue
 - Ample parking within 300 feet of venue



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: January 6, 2026
SUBJECT: Annual Planning Session

Discussion:

At the first meeting of the year, referred to as the Annual Planning Session in the adopted City Council Rules and Procedures, the Council typically reviews a number of topics related to the conduct of its business. For this meeting, these include the setting of the 2026 Meeting Calendar (subject to change), the designation of the Official Newspaper and bid posting location, approval of City Administrator Purchasing and Contracting Authority, the appointment of a Deputy City Administrator, etc. A number of official actions will be taken at the first regular meeting (1/13/2026) to approve these items in accordance with the recommendations made and direction provided.

2.C.1. The preliminary meeting calendar for 2026 is attached. There are four (4) "5th Tuesdays" in 2026—March 31, June 30, September 29 and December 29. The draft calendar shows not holding work sessions on those nights. The 2026 calendar includes the Council Annual Retreat on a regular work session day, May 19th. This will likely be a daytime session with a work session to be held following the meeting should anything need to be accomplished. 2026 is an election year, so we have three dates in February, August, and November where a Council meeting or work session will occur on the Wednesday following the Tuesday election. As always, the calendar is subject to revision, to either cancel or add meetings as warranted throughout the year.

2.C.2. Section 12.01 of the Faribault City Charter requires that the City Council annually designate a legal newspaper of general circulation in the city as its official newspaper. I am recommending that we continue using the Faribault Daily News as our official publication. In addition, we will continue to post notices and other documents on the City website.

2.C.3. Section 6.05 of the Faribault City Charter requires that the City

HONESTY • RESPECT • DEDICATED • VISIONARY • ACCOUNTABILITY

Council establish the purchasing and contracting limit for the City Administrator at least annually by resolution. In 2025, the Council approved a revised Public Expenditure and Purchasing Policy for 2026, which keeps the City Administrator's authority at \$25,000, which is what it was set at in 2024 and prior years. No changes are recommended for 2026.

2.C.4. I am recommending that Mark DuChene, Director of Engineering Services, be appointed as the Deputy City Administrator for 2026. Mr. DuChene served in this role in 2020, 2024, and 2025 and also served as interim City Manager for Waseca prior to working for Faribault.

2.C.5. The City Council needs to designate a Vice Mayor to act in the Mayor's absence, as specified by Section 2.06 of the City Charter. Council member Doumbouya has served in this role in 2025.

2.C.6. This item includes both appointments of residents and non-residents to the City's boards and commissions as well as the appointment of Council members to various boards and commissions.

2.C.7. The City needs to designate our website as the official publication source for bids in 2026. This helps cut down on publication costs by not having to utilize the Faribault Daily News for all publications of official bids.

Attachments:

2026 City of Faribault Meeting Calendar*

January							February							March							
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
				H	2	3	1	PC	E	WS	5	6	7	1	PC	WS	4	5	6	7	
4	PC	WS	7	8	9	10	8	LB/HRA	CC	11	12	13	14	8	LB/HRA	CC	11	12	13	14	
11	LB/HRA	CC	14	EDA	16	17	15	16	WS/PC	AB/GCB HPC	EDA	20	21	15	PC	WS	AB/HPC	EDA	20	21	
18	H	WS/PC	AB/HPC	22	23	24	22	ENV	CC	PR	26	27	28	22	ENV	CC	PR	26	27	28	
25	ENV	CC	PR	29	30	31								29	30	31					
April							May							June							
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
			1	2	3	4						1	2		PC	WS	3	4	5	6	
5	PC	WS	8	9	10	11	3	PC	WS	6	7	8	9	7	LB/HRA	CC	10	11	12	13	
12	LB/HRA	CC	AB/HPC	EDA	17	18	10	LB/HRA	CC	13	14	15	16	14	PC	WS	AB/HPC	EDA	H	20	
19	PC	WS	PR	23	24	25	17	PC	Council Retreat	AB/GCB HPC	EDA	22	23	21	ENV	CC	PR	25	26	27	
26	ENV	CC	29	30			24/31	H	CC	PR	28	29	30	28	29	30					
July							August							September							
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
			1	2	H	4							1			WS/PC	2	3	4	5	
5	PC	WS	8	9	10	11	2	PC	National Night Out	5	6	7	8	6	H	CC	9	10	11	12	
12	LB/HRA	CC	AB/HPC	EDA	17	18	9	LB/HRA	E	CC	13	14	15	13	LB/HRA	WS	AB/HPC	EDA	18	19	
19	PC	WS	PR	23	24	25	16	PC	WS	AB/GCB HPC	EDA	21	22	20	PC	CC	PR	24	25	26	
26	ENV	CC	29	30	31		23/30	ENV	CC	PR	27	28	29	27	ENV	29	30				
October							November							December							
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
				1	2	3	1	PC	E	WS	5	6	7			WS	2	3	4	5	
4	PC	WS	7	8	9	10	8	LB/HRA	CC	H	12	13	14	6	PC	CC	9	10	11	12	
11	LB/HRA	CC	14	EDA	16	17	15	PC	WS	AB/GCB HPC	EDA	20	21	13	LB/HRA	WS	AB/HPC	EDA	18	19	
18	PC	WS	AB/HPC	22	23	24	22	ENV	CC	PR	H	H	28	20	PC	CC	PR	24	H	26	
25	ENV	CC	PR	29	30	31	29	30						27	ENV	29	30	31			
PC=Planning Commission 6:00 pm							EC=Environmental Commission 6:00 pm							E=Election Related Event							
CC= City Council 6:00 pm			WS=Work Session 6:00 pm			HRA= Housing and Redevelopment Authority 6:00 pm			LB=Library Advisory Board 6:00pm												
AB=Airport Advisory Board 7:00 am				CGB=Charitable Gambling Board 6:00 pm				HPC= Heritage Preservation Commission 6:00 pm				*calendar subject to change									
EDA=Economic Development Authority 7:00 am							H=Holiday -City Hall Closed				PR= Parks and Recreation Advisory Board 5:00 pm										

Section 12.01. Official publication.

The council shall annually at its first meeting of the year designate a legal newspaper of general circulation in the City as its official newspaper, or some other official publication as authorized by Minnesota law, in which shall be published ordinances and other matters required by law to be so published, as well as such other matters as the council may deem it in the public interest to have published in this manner.

(Ord. No. 2011-21, § 1, 2-14-12)

CITY OF FARIBAULT

RESOLUTION #2026-001

APPROVE DESIGNATION OF OFFICIAL NEWSPAPER

WHEREAS, Section 12.01 of the Faribault City Charter requires that the City Council annually designate a legal newspaper of general circulation in the city as its official newspaper.

NOW, THEREFORE BE IT RESOLVED, that the Faribault Daily News be hereby designated as the official newspaper of the City of Faribault, Minnesota, for 2026; and

ALSO, BE IT RESOLVED, that if additional legal notices are required, the Owatonna People's Press or the Northfield News will be utilized.

Date Adopted: January 13, 2026

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Section 6.05. Purchases and contracts.

The city administrator shall be the chief purchasing agent of the City. All city purchases and contracts shall be made or let by the city administrator when the amount involved does not exceed an amount established at least annually by the city council by resolution. All other purchases shall be made and all other contracts let by the council after the recommendation of the city administrator has first been obtained. Contracts shall be made in compliance with Minnesota law, and whenever competitive bids are required, the contract shall be let to the lowest responsible bidder consistent with Minnesota law. All contracts, bonds, and instruments of any kind to which the City is a party shall be signed by the mayor and the city administrator on behalf of the City and shall be executed in the name of the City. The council may by ordinance adopt further regulations for the making of bids and the letting of contracts.

(Ord. No. 2011-19, § 1, 12-27-11)



Public Purpose Expenditure and Purchasing Policy

Date Adopted: December 9, 2025

Date Effective: January 1, 2026

1. PURPOSE

The purpose of this policy is to establish guidelines for purchases made on behalf of the City of Faribault. Pursuant to provisions of the Faribault City Charter and the statutes and laws of the State of Minnesota, which permit and require the expenditure of public funds for public purposes, this policy establishes guidelines for purchases made by the officials, employees and representatives of the City of Faribault. The policy has the following objectives:

- A. Ensure compliance with Minnesota Public Purpose Doctrine.
- B. Ensure compliance with the Faribault City Charter, Chapter 7 – Taxation and Finances.
- C. Ensure compliance with applicable state laws, particularly Minnesota Statute §471.345, Uniform Municipal Contracting.
- D. Provide clear guidance to City Council and City employees to ensure purchasing decisions result in the best use of tax dollars for constituents.
- E. Encourage purchases from local and state vendors when cost effective.
- F. Maintain fair, open competition and avoid conflicts of interest.

2. GUIDELINES

- A. The Constitution of the State of Minnesota, Article X, Section 1, provides that taxes shall be levied and collected for public purposes. The Minnesota Public Purpose Doctrine provides that for an expenditure of public funds to be lawful, there must be specific or implied authority for the expenditure in state statute or the City's Charter and it must be a public purpose expenditure. To be considered a public purpose expenditure the activity must meet all the following criteria:
 1. It benefits the city as a body.
 2. It is directly related to functions of government.
 3. The primary objective is not the benefit of a private interest, instead it promotes the public health, safety, general welfare, security, prosperity, and contentment of all city residents.

Exhibit A provides additional guidelines regarding expenditures that are authorized as being made for a public purpose, even though a limited personal employee benefit may be derived.

- B. Under State Statute and City Charter Section 7.06, the annual adoption of the budget constitutes Council appropriations for the year at the fund and department level. The City Administrator will identify Department Heads or other employees who will be responsible for each fund or department in the annual budget. These individuals will be responsible for compliance with the annual budget and for all expenditures for their departments and funds.

- C. As provided in the Faribault City Charter, Section 7.14, the City Council establishes a Public Expenditure Policy which is reviewed and approved by the City Council a minimum of biannually. In reviewing and approving the policy, the City Council considers whether the expenditures serve a public purpose. When determining the content of the policy, the City Council considers the opinion of the City Attorney and statewide sources of authority, which may include judicial determinations, Minnesota Attorney General's opinions and findings of the Office of the State Auditor.
- D. The Faribault City Charter, Section 6.05, Purchases and Contracts, provides that all contracts, bonds, and instruments of any kind to which the City is a party shall be signed by the Mayor and the City Administrator on behalf of the City and shall be executed in the name of the City.
- E. A resolution approving the administrator's purchasing and contracting authority, is executed by the City Council annually, per the Faribault City Charter, Section 6.05, Purchases and Contracts. This resolution authorizes the City Administrator to make purchases and approve contracts when the amount involved does not exceed \$25,000, and to approve budgeted renewals of professional costs & other intangibles such as software and licensing up to \$75,000. The City Administrator may delegate purchasing and signature authority as listed in 2F of this policy. Further, this policy authorizes the City Administrator to delegate their purchasing authority to department heads and their designees as described.
- F. Purchasing and budgetary control is the responsibility of each department head. The department head may designate other employees within their department to purchase goods and services in compliance with the annual budget. Department heads and their designees are authorized to make purchases of goods and services within their approved budget of up to \$15,000.
- G. All disbursements will be authorized by the City Council. All accounts, claims, and invoices will be reviewed by the Finance Department and presented to the Council for approval. The City Council has delegated its authority to the City Administrator to pay claims made against the City prior to formal authorization, when necessary to pay monthly utility, credit card, regular payroll costs, and contractually required payments that could result in late charges, unexpected costs of a value of \$500 or less.
- H. Additional purchasing limitations:
 - Authorized purchasers are only allowed to authorize funds from within their department's budget. When making joint purchases, department heads must collaborate to ensure all participating departments approve.
 - Employees may not make any purchases for personal use through the City. All items purchased by the City must be delivered to a City owned location.
 - Information technology (IT) purchases should be coordinated with the City's IT Coordinator to ensure purchases are compatible with and supported by the City's IT infrastructure systems.

3. Decentralized Purchasing

The City of Faribault has a decentralized purchasing program where individual departments are responsible for making their own purchases. Procurement records will be maintained in the Finance ERP System using Projects, Contracts, Purchase Requestions / Purchase Orders and Accounts Payable functions. The following responsibilities lie with each department when contracting and purchasing

- obtain bids, proposals, or quotes according to applicable regulations and policy
- obtain W2s from new vendors and submit to finance
- obtain proof that a vendor is not debarred when making a purchase using Federal funds
- purchase in the open market when appropriate
- place orders
- receive deliveries
- code invoices according to budget and approve invoices for payment
- maintain oversight to ensure contractors perform according to the terms, conditions and specifications of their contracts or performance agreements
- maintain records of the contracting & procurement process in accordance with applicable laws, funding requirements and city policy

4. Types of Contracts and Purchases

Different categories of purchased goods and services have different statutory requirements as described below. Refer to **Exhibit B** for a summary of these requirements.

A. Uniform Municipal Contracting Law (UMCL). It is the policy of the City that UMCL will govern all the contracts and purchases in which it applies. This includes contracts and purchases of all real and personal property: supplies, materials, equipment and equipment rental along with the construction, alteration, repair or maintenance of such property. The City will follow the contracting and bidding requirements of the UMCL based on the estimated contract cost categories as listed:

1. **UMCL Contracts Over \$175,000** require sealed bids solicited by public notice in the manner and subject to the particular requirements of the City. The sealed bids will be kept on file. The City Council approves all contracts under this category.
2. **UMCL Contracts of between \$25,000 and \$175,000** may be made by Request for Proposal (RFP), direct negotiation with multiple quotes, or with sealed bids. When direct negotiation is chosen, 2 or more quotes must be solicited (see sole source provision) but do not require advertising for bids or other aspects of competitive bidding. The City Council approves all new contracts under this category.

In accordance with Minnesota Statutes, Section 471.345 Subd. 15, for a contract estimated to exceed \$25,000, the city **must** consider the availability, price and quality of supplies, materials or equipment available through the Cooperative Purchasing Venture or another cooperative purchasing agreement before purchasing through another source.

3. **UMCL Contracts of \$25,000 or less** may be made upon quotation or in the open market. If the contract is made upon quotation, it will be based on at least 2 quotes which will be kept on file for at least one year after receipt. Purchase agreements and contracts of up to \$15,000 may be approved by the department head(s) from the department(s) making the purchase. Purchases and contracts between \$15,001 and \$24,999 require the City Administrator's approval.
- B. Professional Service Contracts. Advisory, auditing, engineering, financial, legal, personnel, technical, training, and other services that rely on an individual's specific and advanced knowledge base are considered professional services.
1. Contracts will be made only with responsible providers who have the capacity to successfully fulfill the contractual requirements.
 2. Consideration will be given to their past performance and experience, financial capacity to complete a project, the available of personnel and other appropriate criteria.
 3. Solicitation for contracts of \$15,000 and greater will be made through request for proposals advertised or distributed to potential service providers, through multiple quotes or through direct negotiation. Contracts under \$15,000 may use the open market method of procurement.
 4. Professional service providers will be selected on a best value basis, considering the difficulty of the work proposed, its value to the City, the expertise and capacity of the provider and the overall cost.
- C. Intangibles. Intangibles are items such as dues, licenses, software, and access to data & information that do not take physical form and are a more passive form of service.
1. Contracts for intangibles will be made only with responsible suppliers who have the capacity to successfully fulfill the contractual requirements.
 2. Solicitation levels follow those of Professional Service Contracts.

5. Methods of Solicitation

- A. Open Market. Open Market solicitation is used for purchases of \$15,000 or less. Purchases will be made in a way that is in the best interest of the City. It is the responsibility of each purchaser to ensure that the purchase price is reasonable using prior history or publicly available information to make price comparisons.

The City's priority is to make purchases with local businesses when their pricing is deemed reasonable. In order to maintain fair, open competition, employees will spread open market purchases among qualified local suppliers when value, which takes into account both price and quality of service, is comparative.

- B. Quotes. A quote is a firm, fixed price for a specific product or service. A minimum of 2 quotes from unrelated vendors is required to meet the quote solicitation requirement. Quotes should be in writing. If an employee is unable to obtain a written quote, they may substitute

documentation of a verbal quote which includes the supplier, date of quote, employee giving the quote, description of quoted items, and the quoted price. Quotes may be used for purchases from \$15,001 to \$174,999

- C. Cooperative Purchasing Agreement. Every effort should be used to take advantage of cooperative purchasing agreements as cost savings measures. The City will maintain its membership with the state Cooperative Purchasing Venture (CPV) Program. Using a cooperative purchasing agreement eliminates the need for multiple quotes.

For contracts exceeding \$25,000, Minnesota Statute Section 471.345 subd. 15 requires the City to consider the availability, price and quality of supplies, materials or equipment available through the state's CPV before purchasing through another source. The City may also purchase through a national municipal association's purchasing alliance or a joint powers cooperative agreement and similarly meet the bidding requirements of the state statute.

Under any cooperative purchasing method, the City Administrator or City Council, as applicable based on amount, must still approve the contract or purchase as otherwise defined by this policy.

- D. Request for Proposals (RFPs). Requests for proposal may be used to solicit proposals for professional services. Typical information to address in RFPs include:

1. Background and scope of the project
2. The project's budget to ensure that the proposals stay within that range
3. Proposal requirements should include adequate information to allow for proper review and evaluation including:
4. Description of firm and qualifications, including any specialized experience related to the project
5. A list of similar projects that the firm has completed
6. Project timetables including: estimate of hours, breakdown by hours by phase, and the City's expectation of a completion date
7. Designation of a firm principal who will be in charge of the project
8. Résumés for all personnel who will work on the project
9. Statement that either no subcontractors are allowed or that all subcontractors will be identified and are subject to the City's approval
10. Estimate of cost to provide the service, outline of fee schedule and payment schedule
11. Description of City's selection process
12. City's evaluation criteria, which typically may include:
 1. Quality and thoroughness of the proposal
 2. Similar past experience and/or experience
 3. References
 4. Cost estimate

13. Submittal deadline: date, time, project name, and addressee

14. Statement: "Proposers are solely responsible for delivery of their proposals to the City before the deadline. Any proposal received after the deadline will not be considered and will be returned."

15. Information about where questions should be directed

16. The following statement **must** be included: “The City reserves the right to reject any and all proposals, waive all technicalities and accept any proposal deemed to be in the City’s best interest.”

E. Sealed Bids. A formal sealed bid procedure is required for all Uniform Municipal Contracts of \$175,000 or more.

1. A published notice of bid is required in the official City newspaper and/or the City’s website per MN Statute 331A.03 at least ten days in advance of bid opening, except in cases where the estimated costs of the contract exceed \$350,000 or special assessments are intended to finance a local improvement project, in which case the City will follow statutory requirements. The published notice must state where the plans and specifications can be obtained by bidders and specifically, where the bid opening will be held. The notice may also be published on the City’s official web site; however, this publication is in addition to the official newspaper publication.
2. All bid openings will be administered by originating department.
3. The preparation of all specifications are the responsibility of the originating department.
4. Required authorization for all plans and specifications is the responsibility of the originating department.
5. Contract change orders may be approved by the City Administrator or his/her designee provided the total change does not exceed purchasing limitations as outlined in the City Charter.
6. The City Council must formally approve the bid contract.

F. Direct Negotiation. Direct Negotiation may be used for engaging professional services, when the requirements are highly specialized or unique and depend on the professional providing them. It requires direct engagement in dialogue between City employees and suppliers. This method allows for flexibility in negotiations and allows the City to tailor the agreement to very specific requirements. The agreement must maintain price reasonableness.

6. Solicitation Exceptions

A. Sole Source. Procurement by non-competitive proposals is referred to as sole source. Sole source purchases are discouraged, however there are some circumstances where they are necessary. Examples include when an item is available from only one supplier, often due to the need for compatibility with existing equipment or software, unique requirements, or the proprietary nature of a product. Other justifications include public utilities, unique artistic services, and compelling urgency.

Department Heads are required to justify the use of the sole source method when seeking approval for use of the method and are required to keep records supporting the use.

- B. Emergency Purchases. Occasions arise where an immediate purchase is necessary to protect life, health, or safety of citizens or to preserve the property of the City or its citizens. To the greatest extent possible, normal purchasing procedures will be followed. However, when expediency is required to mitigate an emergency situation, any or all of these procedures may be waived pursuant to Minnesota Statutes, Sections 12.29 and 12.37. If possible, the City Administrator will be contacted to approve the emergency purchase. In the absence of the City Administrator, a Department Head will approve the purchase and report to the City Administrator at the earliest opportunity. A report to the City Council will be made at the next regular Council meeting.

7. Code of Conduct

The City of Faribault holds its employees to the highest ethical standards. Purchases shall be conducted so they foster public confidence in the integrity of the City's procurement system, and open and free competition among prospective suppliers. The following code of conduct regarding purchasing conflicts of interest and the performance of its employees will be upheld:

1. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial interest or other interest in or a tangible personal benefit from a firm considered for a contract.
 1. Officers, employees, and agents of the City may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, vendors or parties to subcontracts.
 2. If the financial interest is not substantial or the gift is an unsolicited item of nominal value, it may be allowable upon review by the City Administrator.
 3. Violations of these standards by officers, employees, or agents of the City will result in disciplinary action up to and including termination.
 4. If federal funding is involved, the City must disclose in writing any potential conflict of interest to the federal awarding agency or pass-through entity.
 5. In keeping with the values and ethical standards expected from City employees, they should avoid the following practices when making purchases on behalf of the City:
 - a. Circumventing competitive bidding requirements by splitting purchases so that they can be made through several small purchases; using the emergency procedure process when no true emergency exists; using a sole source exemption when competition is available; or other manners of avoiding competitive bidding.
 - b. Denying one or more vendors the opportunity to bid on a contract using unnecessarily restrictive specifications; pre-qualifying bidders on a discriminatory basis; removing companies from a bidders list

without just cause; requiring unnecessarily high bonding; or other manners of denying opportunities for vendors to bid.

- c. Giving favored vendors an unfair advantage by providing vendors with information regarding their competition's offers in advance of a bid opening; making information available to favored vendors and not to others; giving un-favored vendors inaccurate or misleading information; or other manners to provide unfair advantages.
 - d. Avoiding the use of outside vendors by using employees of the City to provide goods or services through their personal business practices; not providing fair opportunity to vendors for all goods or services required for City operations; or other means to use City employees as an alternative to outside vendors.
- B. City employees will avoid acquisitions of unnecessary or duplicative items. In addition, each department will implement internal controls to ensure that goods and services ordered are received, that only goods and services received are paid for, that goods and services ordered are necessary and that no duplicate payments are made.
- C. City employees will seek out purchasing alternatives that result in the most economical outcomes. Consideration will be given to consolidating or breaking out purchases, lease versus purchase options, and other appropriate alternatives. In addition, Minnesota's Cooperative Purchasing Venture and other joint purchasing agreements will be considered.
- D. Construction contracts will be awarded based on Minnesota Statute §412.311 which allows the City to use a "Best Value" alternative instead of awarding the bid to the lowest responsible bidder. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, qualifications of key personnel and financial and technical resources.
- E. City employees will maintain records that sufficiently detail the history of their purchases. These records will include, but are not necessarily limited to, the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price. Sole Source procurements will include justification for using the sole source method. All bids and quotes received will be kept on file for 1 year. Procurement records will be centrally maintained in the ERP System using Projects, Contracts, Purchase Requestions / Purchase Orders and Accounts Payable functions. Contracts or Purchase Requestions / Orders are required for purchases of \$15,000 or more. Purchases of \$175,000 or more for capital building, building & parkland improvements and infrastructure also require a project number in the ERP system.
- F. Department Heads are responsible, in accordance with good administrative practice and sound business judgement, for the settlement of all contractual and administrative issues

arising out of procurements led by their department. These issues include source evaluation, protests, disputes, and claims.

- G. All procurement transactions will be conducted in a manner that provides full and open competition. For federal contracts this includes prohibiting the use of statutory or administratively imposed state or local geographical preferences, except in those cases where applicable federal statutes expressly mandate or encourage geographical preference. In addition:

1. All solicitations will provide clear and accurate descriptions of the technical requirements that must be provided for the material, product, or service to be procured.
2. All solicitations will identify the requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
3. All pre-qualified lists of people, firms, or products which are used in acquiring goods and services will be current and include enough qualified sources to ensure maximum open and free competition. The City will not preclude potential bidders from qualifying during the solicitation period.

- H. The City will take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and veterans' business enterprises are used when possible, including:

1. Placing qualified businesses and enterprises on solicitation lists.
2. Assuring that qualified businesses and enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by these businesses and enterprises.
4. Establishing delivery schedules, when requirements permit, that encourage participation by these businesses and enterprises.
5. Using the services and assistance, as appropriate, of organizations such as the Small Business Administration and the Minority Business Development Agency.
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

- I. City employees will make every effort to purchase goods and services from local vendors and award purchases to those vendors when cost effective, and when no federal funds are involved. This can be accomplished by ensuring that local and state vendors who have goods or services available are included in the competitive shopping process that will precede most purchases.

8. EDA / HRA

This policy will apply to the EDA and HRA, except where there are references to the City or Council; the EDA or HRA, as applicable, or the respective governing board of each shall be inserted instead. This policy is subject to the governing law contained in Minnesota Statutes, Chapter 469 as well as any provisions through their respective resolutions.

9. Surplus Equipment

If the purchase of items results in the need to dispose of existing city property, the following guidelines apply:

- A. City employees will make a recommendation to the City Council, and the Council will determine if the capital assets are surplus and should be subsequently sold or disposed.
- B. Council must approve the disposal of equipment via trade-in, which may be performed as part of the approval of the purchase of new equipment.
- C. Surplus capital assets in a condition for sale are to be sold at public auction, online auction or through a sealed bid process with reasonable public notice regarding the upcoming sale.
- D. Minnesota Statute §471.345, subd. 17 states that a city “may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused using an electronic selling process in which purchasers compete to purchase the surplus supplies, materials, or equipment at the highest purchase price in an open and interactive environment.”
- E. No employee of the City who is a member of the administrative department, a department head, a member of the Council, or an advisor serving the City in a professional capacity may be a purchaser of property sold under this section. Other City employees may be purchasers if they are not directly involved in the sale, if they are the highest responsible bidder in the public disposition process.
- F. City property not in a condition for sale or of a value of less than \$500 should be disposed of according to waste management guidelines.
- G. In all instances, the City will abide by applicable Minnesota Statutes in regard to the disposal or sale of capital assets.

10. Sales Tax

It is the policy of the City of Faribault to use all available sales and use tax exemptions available under Minnesota Statutes, Chapter 297A.

- A. Purchase for general government functions including tangible personal property and services are considered exempt. Employees must ensure purchases are billed directly to the City and provide vendors with a completed Minnesota Department of Revenue Form ST3, Certificate of Exemption.
- B. The following purchases are still subject to sales tax, even when purchased directly for government functions
 - 1. Construction materials purchased by a contractor or subcontractor for use on a City owned project.
 - 2. Purchases of construction materials for buildings or facilities that are not principally used by local government.
 - 3. Lodging, prepared food, candy, and soft drinks.
 - 4. Leases and purchases of motor vehicles
 - 5. Other taxes on specific products such as solid waste tax and petroleum tax
 - 6. Purchases made by an employee and reimbursed by the local government.
- C. It is the responsibility of the purchaser to recover incorrectly paid sales tax.

EXHIBIT A

Public Purpose Expenditures

Pursuant to provisions of the Faribault City Charter, Section 7.14 – Authority for expenditures, the City Council expressly authorizes expenditures related to any of the following activities to be deemed as public purpose expenditures. All benefited full time and part time employees, elected officials and commission members will follow the public purpose expenditures guidelines. Under no circumstances will expenditures be authorized as a public purpose if made for the benefit of spouses, partners, family members, or friends of employees unless those individuals are serving in an otherwise authorized capacity. Officials and employees must obtain separate receipts for authorized and non-authorized City expenditures for reimbursement and auditing purposes.

Certain awards or incentives may be considered additional compensation to employees and will be reported on the employees' W-2 form as required by law. The City's Personnel Policies provide guidelines and procedures related to clothing benefits, conference attendance and authorized travel expenses.

Permitted Expenditures

Every City expenditure must be valid based upon the public purpose for which it is expended. The following items are deemed to meet the Council definition of public purpose expenditures:

A. Employee Recognition and Retention

These permitted expenditures are intended to serve the public purpose of recruitment and retention of personnel. These practices are meant to ensure high employee productivity and morale and reduce expenses resulting from low productivity and high turnover.

1. City Employees and Retirees meeting the years of service recognition as per the Employee Recognition Award Program, not to exceed \$675 as determined by City Council.
2. Annually, in conjunction with the presentation of service award catalogs, the City may sponsor an Employee Recognition event for City employees.
3. Annually, the City may sponsor a Volunteer Recognition event to promote teamwork and coordination among the City Council, department directors, commission/committee members, and employees. This event and a token gift for volunteers also serve as de minimis compensation for the service provided by the volunteers.
4. The City supports other events that are planned and paid for by employees to encourage team building activities.
5. The City may sponsor for a cake, or similar food, in recognition of long-time service or retirement for employees, volunteers, and elected officials.

B. Employee Wellness and Safety Programs

The City Council recognizes the importance of employee fitness and health as it relates to the overall work and life satisfaction of the employee and the overall impact on the City's health insurance plan. As such, the City Council supports an Employee Wellness Committee and Program, which has been designated to educate employees on fitness and health issues.

The incentives provided to employees through the Wellness Program are considered “additional compensation” for work performed by employees and is dependent on receiving funding from year-to-year.

The Employee Safety Program supports programs to promote and maintain a safe work environment. Safety incentives may be used to recognize accomplishments with an award to the department to sponsor a team event for participating in and promoting safety practices in their respective departments.

C. Meals and Refreshments

The City Council recognizes that situations in which City business needs to be discussed and may need to occur during or adjacent to a meal hour. In addition, there are public and employee meetings and events in which reasonable refreshments may be necessary to create a more productive environment and to be responsive to participants’ time schedules. The following items meet the Council definition of public purpose expenditures regarding meals and refreshments:

1. Meals and refreshments are allowed when they are part of a meal hour meeting for official City business when it is the only practical time to meet. These meetings must have a pre-planned agenda and typically involve meetings with City Council members, Committee/Commission members, or local business or civic organizations.
2. Meals and refreshments are allowed at employee meetings and events that have the purpose of discussing City issues, part of employee training, or a City Employee Wellness, Appreciation, or Holiday Event. These meetings must have a pre-planned agenda and do not include routine staff meetings.
3. Meals and refreshments are allowed when work activities require continuous service and it is not possible to break for meals (e.g., election days, water main breaks, high profile criminal investigation, on-going emergency response activities, etc.). All non-emergency events require advance authorization by the department director responsible.
4. City sponsored training or work-related meetings where employees are required to participate or be available during break periods and/or lunch.
5. Travel expenses for employees, including meals, are outlined in the Personnel Policies.
6. No purchase of alcoholic beverages is allowed at any time.

D. Membership, Dues and Contributions

The City Council has determined that the City will fund memberships and dues (individual or organization) in professional organizations, and local social and community organizations when the purpose is to promote, advertise, improve or develop the City’s resources and advantages that advance the City’s efforts in improving economic development, civic, educational and governmental efficiency but such expenditures shall not have as their primary purpose the personal interest or gain of an individual employee.

Monetary contributions to civic organizations must be approved by the City Council during the annual budget process and/or by City resolution. Monetary contributions provided by the City must be for programs that serve our citizens and are deemed to meet the public purpose guidelines.

E. International, Cultural, and Economic Development Programs

The City Council has determined that funds may be expended for the purpose of advertising the City and its resources and advantages. Sister Cities programs, or their equivalent, are expressly authorized by this provision. Funds appropriated pursuant to this authority may be allocated for activities such as preparation or advertising materials, official travel to related events, and monuments memorializing participation in such events. Funds appropriated pursuant to this authority may further be used in any manner that the City Administrator deems appropriate for the purpose of advancing the City's interests with respect to international, cultural, or economic development activities.

F. Community Events, Festivals, and Celebrations

The City Council authorizes the allocation and expenditure of funds for the purpose of hosting or participating in community events, festivals, or celebrations. The City shall not expend any funds unless it has been determined, by the City Administrator, that participation in such event shall positively advertise the City.

G. City Apparel

The City Council recognizes the importance of allowing Elected and Appointed Officials and City employees to represent the City during the execution of tasks related to their role as members of the City and believes that providing apparel with the City's official logo is a cost-effective and efficient way for Elected and Appointed Officials and City employees to identify themselves as such and to promote the City.

The City Council authorizes the allocation of funds to purchase City apparel up to \$150 each fiscal year for all full time, permanent employees that do not have a uniform allowance or have the City provide their uniforms as part of a collective bargaining agreement. This apparel is to be worn during the performance and execution of official City duties related to their role with the City. The clothing will be treated as taxable income. The City Administrator shall oversee the selection and ordering of the official City logo apparel.

EXHIBIT B
Purchasing Requirements - Approval, Method and Recordkeeping Summary

Purchase Amount	Approval	Contract Type	Solicitation Method	ERP Record
\$0 - \$15,000	Department Head	All	Open Market	Invoice
\$15,001 - \$24,999	City Administrator	All	Cooperative Purchasing Multiple Quotes	PO or Contract
\$25,000 - \$175,000	City Council	Uniform Municipal Contract	Cooperative Purchasing <u>Consideration Required</u> Multiple Quotes Request for Proposal	PO or Contract
		Professional Service Contracts & Intangibles	Cooperative Purchasing Multiple Quotes Request for Proposal Direct Negotiation	PO or Contract
Over \$175,000	City Council	Uniform Municipal Contract	Sealed Bid	Project + PO or Contract
		Professional Service Contracts & Intangibles	Request for Proposal Direct Negotiation	PO or Contract

Purchase Amount	Approval	Contract Type	Exceptions	ERP Record
\$15,001 - \$24,999	City Administrator	All	Sole Source Emergency Purchase	PO or Contract
\$25,000 and Above	City Council	All		PO or Contract
\$15,001 - \$74,999	City Administrator	Professional Service Contracts & Intangibles	Budgeted renewals of software, licenses, leases, professional contracts	PO or Contract
\$75,000 and Above	City Council			PO or Contract

Appropriation of Funds

The cost of authorized public purpose expenditures will be included in the City's annual budget and approved by the Council as part of the overall budget approval process which includes public notification and the opportunity for public input regarding budgeted expenditures.

THIS POLICY SPECIFICALLY REPEALS AND REPLACES PRIOR CITY POLICIES AND ADMINISTRATIVE MEMORANDA RELATIVE TO PUBLIC PURPOSE EXPENDITURES AND PURCHASING POLICIES.

Approved:

Signed by:

Thomas J. Spooner

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Mayor

Signed by:

Jessica L. Kinser

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City Administrator

CITY OF FARIBAULT

RESOLUTION #2026-003

APPROVE CITY ADMINISTRATOR PURCHASING AND CONTRACTING AUTHORITY

WHEREAS, the Faribault City Charter Section 6.05 establishes the City Administrator's purchasing and contracting authority and states that City purchases and contracts shall be made or let by the City Administrator when the amount does not exceed an amount established at least annually by the City Council by resolution; and

WHEREAS, the most recent resolution authorizing the amount not to exceed \$25,000 for purchasing and contracting was approved by the City Council on January 9, 2024; and

NOW, THEREFORE BE IT RESOLVED, that pursuant to the authority of Faribault City Charter Section 6.05, the City Council directs that all City purchases and contracts shall be made or let by the City Administrator when the amount involved does not exceed \$25,000 for items included in the 2026 adopted budget, and approval of budgeted renewals of professional costs and other intangibles such as software and licensing up to \$75,000;

ALSO, BE IT RESOLVED, that City Administrator is authorized to pay for items prior to formal authorization from the City Council, like monthly utility, credit card, regular payroll costs, and contractually required payments that could result in late charges, as well as unexpected costs of a value of \$500 or less where another payment method cannot be utilized;

ALSO, BE IT RESOLVED, that the City Council directs that all administrative policies and requirements necessary for City purchases and contracts shall continue to be followed pursuant to the direction of the City Administrator and in compliance with the Faribault City Charter and Minnesota law.

Date Adopted: January 13, 2024

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

CITY OF FARIBAULT

RESOLUTION #2026-002

APPOINT DEPUTY CITY ADMINISTRATOR

WHEREAS, the City of Faribault desires to appoint a Deputy City Administrator to act in the absence of the City Administrator; and

WHEREAS, the City Administrator may from time-to-time be unavailable because of absence from the City, or for physical, mental, or legal reasons is unavailable to exercise powers and discharge duties of the position; and

WHEREAS, the City Administrator has the authority to notify the Deputy City Administrator when he/she shall serve as Acting City Administrator; and

WHEREAS, the City Administrator shall have the authority to compensate the Deputy City Administrator in the amount of \$100 per day for related duties; and

WHEREAS, this appointment shall remain in effect until a new appointment is approved by the City Council.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Faribault, Minnesota, that Mark Duchene, Director of Engineering Services/City Engineer, be appointed as Deputy City Administrator, to serve as Acting City Administrator at such times as the City Administrator is unavailable.

Date Adopted: January 13, 2026

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator

Section 2.06. The mayor and vice mayor.

The mayor shall preside at meetings of the council and shall have a vote as a member. The council shall choose from its members a vice mayor who shall hold office at the pleasure of the council. The vice mayor shall serve as mayor in the mayor's absence and as mayor in case of the mayor's disability or absence from the city. The mayor shall be recognized as head of the city government for all ceremonial purposes, by the courts for the purpose of serving civil process, and by the Governor for purposes of martial law, but the mayor shall have no administrative duties.

(Ord. No. 2011-15, § 1, 9-27-11)



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: January 6, 2026
SUBJECT: Council and Resident Appointments to Boards and Commissions

Discussion:

The Council changed their process in how they will appoint residents to Boards and Commissions moving forward. The Council created an Ad Hoc committee that was made up of Mayor Spooner, Councilor Thiele and Councilor Ross. The memo below has recommendations for the citizen appointments along with blanks for Council appointments identified for the HRA and Parks and Rec Advisory Board.

As a second step to this item, the City Council also needs to select who is serving on the various boards and commissions where there is a seat for a City Council member.

The Ad-Hoc Committee met on December 2nd to interview applicants for appointment to the Planning Commission and Housing and Redevelopment Authority. From those interviews, the following individuals are recommended for appointment:

Housing and Redevelopment Authority:

Jeanie Michels - Recommending Appointment - 2027

Jonathan King

Deborah Lyzenga

City Council Member _____

(There is likely another vacancy that will occur early in the year, which creates options for the City Council to consider that will be discussed further at the meeting).

Planning Commission:

Barton Jackson

Tina Wilson

Emily Shaw

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The Ad Hoc Committee met again on December 9th to review the remainder of the Board and Commission vacancies and applications. From that review, the following individuals are recommended for appointment:

Airport Advisory:

Tom Waarvik
(James) Carl Hooper (county resident)
Benjamin Redman

Environmental Commission:

Yvette Marthaler
Ann Schulz

Heritage Preservation Commission:

David Sauer
Susan Powell
Colton Hogan

Library Advisory Board:

Gordon Liu
Anneke Musselman
Langston Richter (Student Rep)

Parks and Recreation Advisory Board:

Lola Brand
Mike Ross
Kameron Gustafson
City Council Member _____

The second piece of the appointment process is for the Council to select who will serve on the various boards and commissions for which the City holds a seat. The 2025 working copy is attached for review of who has served in what capacities over the last year.

In addition to the appointments, I would ask the City Council to discuss whether the continuation of the Labor Committee is necessary. The past two collective bargaining cycles have involved meetings with the City Council as a whole for direction rather than utilizing the Mayor and a Council member. Staff is generally working with legal counsel on personnel issues and any investigations and/or disciplinary actions. The recent action to terminate an employee did not result in any consultation with the Labor Committee, as it went through the City Attorney.

Attachments:

1. Board-Commission Appointments - 2026 Working Document

2025 CITY COUNCIL COMMITTEES – Working Copy

JOINT COMMITTEE (Work Session) (7)

Meets the first and third Tuesday of every month at 6:00 pm. Other meetings as needed.

Members: Mayor and all City Councilmembers

ANNEXATION COMMITTEE (3)

Meets as needed.

Members: Mayor Spooner, Councilmembers Ross and van Sluis

Staff Liaison: City Administrator & CED Director

LABOR COMMITTEE (2)

Meets as needed.

Member: Mayor Spooner and Councilmember Ross

Staff Liaison: City Administrator & Human Resources Director

AD HOC

Special committees established at Council discretion on an issue-by-issue basis. The Mayor serves on all established Ad Hoc Committees, along with two other Council members.

2025 COUNCIL APPOINTMENTS AND REPRESENTATIVES – Working Copy

Vice Mayor

Councilmember Doumbouya

Committees/Boards/Commissions with all members appointed by City Council

<u>Committee Name</u>	<u>Council Appointees</u>	<u>Staff Rep.</u>
CHARITABLE GAMBLING ADVISORY BOARD	Rowan	H. Slechta
ECONOMIC DEVELOPMENT AUTHORITY	Mayor Spooner, Doumbouya	D. Wanberg
HOUSING AND REDEVELOPMENT AUTHORITY	Barnes, Rowan	D. Wanberg
PARKS AND RECREATION ADVISORY BOARD	Thiele	R. Anderholm Parsch

Committees/Boards/Commissions with only Council/City representatives appointed by City Council

<u>Committee Name</u>	<u>Council Appointees</u>	<u>Staff Rep.</u>
ALEXANDER PARK COMMITTEE	Mayor Spooner, van Sluis	R. Anderholm Parsch
BMX TRACK BOARD	Ross	R. Anderholm Parsch
BUCKHAM WEST (SENIOR CENTER)	Ross	R. Anderholm Parsch
FARIBAUT HOUSE BUILDING COMMITTEE	van Sluis	N/A
ICE ARENA BOARD	Rowan, Doumbouya	R. Anderholm Parsch
JOINT DISPATCH BOARD	van Sluis	D. Dienst
MAIN STREET COMMITTEE	Doumbouya	D. Wanberg
MILL TOWNS TRAIL BOARD	van Sluis, Doumbouya	M. Duchene
PARADISE CENTER FOR THE ARTS BOARD	Barnes	N/A
RICE COUNTY COMMUNITY AND JUSTICE COUNCIL (RCCJC)	Thiele	
RIVERBEND NATURE CENTER BOARD	Barnes	N/A
SOCCER COMPLEX BOARD	Thiele	R. Anderholm Parsch
TOURISM BOARD	Thiele	N/A
TOWNSHIP FIRE CONTRACT COMMITTEE	Mayor Spooner, Rowan	D. Dienst

Current Member - Application submitted for reappointment

Current Member - No Application submitted/notified City not reapplying

New Applicant

Councilmember/City Staff

AIRPORT ADVISORY BOARD – Ch. 3, Art. II, City Code of Ordinances (Ord. A-368, 76-09, 95-19, 2021-1);

Seven (7) members (a minimum of 5 members who reside or work in the city, and up to 2 residents of the county); Advises the City Council and City Administrator on the construction, improvement, maintenance and operation of the municipal airport, and general aviation activities affecting the community.

AIRPORT ADVISORY BOARD

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Mike Brown, Sr.	12/22/2009	3 yrs.	1/31/2027
2. (Robert) Pete Johnson	4/27/1976	3 yrs.	1/31/2027
3. Stein Bruch	1/25/2022	3 yrs.	1/31/2028
4. William Smith	2/12/2019	3 yrs.	1/31/2028
5. Tom Waarvik - Recommending Appointment	2/9/1993	3 yrs.	1/31/2026
6. (James) Carl Hooper (county resident) - Recommending Appointment	9/13/2001	3 yrs.	1/31/2026
7. Brian Paczosa	1/24/2023	3 yrs.	1/31/2026
Benjamin Redman - Recommending Appointment			
Lugarda Cuevas			

CHARTER COMMISSION - Resolution 2011-089. The Charter Commission is responsible for reviewing and revising the City Charter to ensure that it meets all applicable State and Federal laws and meets the needs of the citizens. Appointments made by District Chief Judge. All members must be qualified voters of the City per state statute.

CHARTER COMMISSION

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Chuck Ackman	5/24/2011	4 yrs.	12/31/2028
2. Daniel Burns	5/24/2011	4 yrs.	12/31/2028
3. David Albers	5/23/2017	4 yrs.	12/31/2028
4. Tom Spooner (Council rep.)	1/12/2021	4 yrs.	12/31/2028
5. Kymn Anderson	5/24/2011	4 yrs.	12/31/2026
6. Dan Behrens	5/24/2011	4 yrs.	12/31/2026
7. John Jasinski	5/24/2011	4 yrs.	12/31/2026
8. Pat Rice	5/24/2011	4 yrs.	12/31/2026
9. Dave Miller	1/24/2023	4 yrs.	12/31/2026

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

ECONOMIC DEVELOPMENT AUTHORITY

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Mayor Tom Spooner (Council Rep.)	1/8/2019	4 yrs.	1/14/2029
2. Kevin Voracek	2/4/2025	6 yrs.	1/21/2031
3. Adama Doumbouya (Council Rep.)	1/24/2025	4 yrs.	1/26/2027
4. Teri Menard*	2/4/2025	6 yrs.	1/26/2027
5. David Campbell	1/25/2022	6 yrs.	1/25/2028
6. Andrew (AJ) Smith	4/12/2022	6 yrs.	1/23/2029
7. Christine Jeanes	6/13/2023	6 yrs.	1/23/2029

*Appointed to partial term to fill vacancy due to resignation

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

advises the City Council on environmental issues and opportunities affecting the City while respecting the City's economic and social environments. (Ordinance 2022-6; 7 members, at least four (4) City Residents, up to three (3) residents of bordering townships).

ENVIRONMENTAL COMMISSION

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Kevin Theis	6/24/2025	3 yrs.	1/31/2027
2. Lee Nordmeyer	2/13/2024	3 yrs.	1/31/2027
3. VACANT	4/4/2025	3 yrs.	1/31/2028
4. Teresa Demars* - City	1/24/2023	3 yrs.	1/31/2028
5. Richard Huston - Wells Township	4/14/2020	3 yrs.	1/31/2026
6. Yvette Marthaler* - Recommending Full Term Appointment	10/14/2025	3 yrs.	1/31/2026
7. VACANT		3 yrs.	1/31/2026

*Appointed to partial term to fill vacancy due to resignation

Ann Schultz-Recommending Full Term Appointment

HERITAGE PRESERVATION COMMISSION - Ordinance 81-12, 83-05, 85-21, (Ord. 95-19 -7 members) The Commission advises City Council and staff on issues related to the preservation of the community's cultural, historical and architectural heritage. Must be a City resident (per MN Stat. 471.193, Subd. 5). The Commission is actively involved in a variety of educational efforts that highlight Faribault's past.

HERITAGE PRESERVATION COMMISSION

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Cori Weems	1/26/2021	3 yrs.	1/31/2027
2. Ron Dwyer	2/23/2021	3 yrs.	1/31/2027
3. Rob Kuhlman	1/25/2022	3 yrs.	1/31/2028
4. Lee Nordmeyer	4/14/2020	3 yrs.	1/31/2028
5. David Sauer - Recommending Full Term Appointment	1/14/2020	3 yrs.	1/31/2026
6. Susan Powell - Recommending Full Term Appointment	4/23/2024	3 yrs.	1/31/2026
7. Colton Hogan - Recommending Full Term Appointment	1/24/2023	3 yrs.	1/31/2026

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

HOUSING AND REDEVELOPMENT AUTHORITY

	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Mandy Barnes (Council rep)	2/4/2025	1 yr.	1/31/2026
2. Carrie Winjum*	2/4/2025	5 yrs.	1/31/2029
3. Shafi Qanyare	8/26/2025	5 yrs.	1/31/2030
4. Loni Ahlers	2/26/2013	5 yrs.	1/31/2026
5. John Rowan*	2/28/2023	5 yrs.	1/31/2026
6. Travis McColley	11/9/2021	5 yrs.	1/31/2027
7. VACANT	2/22/2022	5 yrs.	1/31/2027

*Appointed to partial term to fill vacancy due to resignation

Jeanie Michels - Recommending Appointment - 2027

Jonathan King - Recommending Full Term Appointment

Deborah Lyzenga - Recommending Full Term Appointment

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

ICE ARENA BOARD (CITY REPS)

<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
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1. Adama Doumbouya (Council rep)	1/9/2024	1 yr.	1/31/2026
2. John Rowan (Council rep)	2/4/2025	1 yr.	1/31/2026
3. Rochelle Anderholm Parsch (City rep)		3 yrs.	1/31/2026

LIBRARY ADVISORY BOARD – Ch. 13, Art. II, City Code of Ordinances, MN Statute 134.09; This Board advises the Council and the City Administrator regarding the maintenance and operation of Buckham Memorial Library. The Council appoints six (6) members to the board, who must be residents of the city, or a township in the legal service area within Rice County. The Rice County Board may appoint one additional (seventh) member, or the Council may appoint a student from a city high school to a 1-year term as the seventh member of the board.

LIBRARY ADVISORY BOARD	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Kate McGrogan	4/25/2023	3 yrs.	1/31/2027
2. Melissa Kuhl	1/9/2018	3 yrs.	1/31/2027
3. Samuel Powell	9/10/2024	3 yrs.	1/31/2028
4. Jayne Spooner	1/22/2019	3 yrs.	1/31/2028
5. Gordon Liu - Recommending Appointment	1/25/2022	3 yrs.	1/31/2026
6. Anneke Musselman - Recommending Appointment	1/24/2023	3 yrs.	1/31/2026
7. Langston Richter - Recommending Appointment	2/11/2025	1 yr.	1/31/2026

PARK & RECREATION ADVISORY BOARD – Resolution 2021-009; Seven (7) members, made up of one (1) City Council Member, minimum of five (5) City Residents, up to one (1) non-city resident residing within the school district, plus one (1) student member; This Board advises the City Council and staff on parkland dedication, park improvements, and recreation programs.

PARK & RECREATION ADVISORY BOARD	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Chuck Thiele (Council rep)	2/28/2023	1 yr.	1/31/2025
2. Sally Kramer	8/23/2011	3 yrs.	1/31/2027
3. Chad Kreager	11/22/2005	3 yrs.	1/31/2028
4. Troy Temple	1/22/2019	3 yrs.	1/31/2028
5. Lola Brand - Recommending Appointment	7/14/1998	3 yrs.	1/31/2026
6. Mike Ross - Recommending Appointment	1/14/2020	3 yrs.	1/31/2026
7. Kameron Gustafson* - Recommending Appointment	1/28/2025	3 yrs.	1/31/2026
8. Whitney Huberty (Student)	6/10/2025	1 yr.	1/31/2026

Seth Roberts

Steven Borgstahl

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

PLANNING COMMISSION	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Chuck Ackman	12/22/2009	3 yrs.	1/31/2027
2. Michael Salt	1/24/2023	3 yrs.	1/31/2027
3. Samantha Green	1/23/2024	3 yrs.	1/31/2028
4. Ed Miglio	4/9/2024	3 yrs.	1/31/2028
5. Steve White	12/10/1996	3 yrs.	1/31/2026
6. Barton Jackson - Recommending Appointment	1/26/2021	3 yrs.	1/31/2026
7. Tina Wilson* - Recommending Appointment	10/22/2024	3 yrs.	1/31/2026

*Appointed to partial term to fill vacancy due to resignation

Emily Shaw - Recommending Appointment

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

TREE BOARD	<u>Appointed</u>
1. Ed Bastyr	12/23/2008
2. Pat Rice	12/23/2008
3. Pauline Schreiber	12/23/2008
4. Sally Kramer (Park/Rec Brd rep)	3/12/2019
5. Wendy Eckert	1/14/2020
6. Susan Erickson	1/14/2020
7. Mark Zentner	1/14/2020
8. Amanda Theis	1/25/2022
9. Elaine Feikema	1/24/2023
10. Kimberly Paczosa	1/24/2023

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

CHARITABLE GAMBLING ADVISORY BOARD	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
<i>City Council Representative</i>			
1. John Rowan	2/4/2025	1 yr.	1/31/2026
<i>American Legion</i>			
1. Edward Little	2/14/2023	2 yrs.	1/31/2027
2. Alternate		2 yrs.	1/23/2026
<i>Bethlehem Academy – Our Place on 3rd, Carbone's</i>			
1. Troy Marquardt	2017	2 yrs.	1/31/2027
2. Alternate		2 yrs.	1/31/2026
<i>Divine Mercy School – Signature Bar</i>			
1. Phillip Parrish	11/14/2023	2 yrs.	1/31/2026
2. Alternate		2 yrs.	1/31/2027
<i>Eagles</i>			
1. Jon Sirek	2/28/2024	2 yrs.	1/31/2026
2. Clayton LaCroix (Alternate)	2/28/2023	2 yrs.	1/31/2025
<i>Elks</i>			
1. Mike Donkers	6/8/2021	2 yrs.	1/31/2026
2. Alternate		2 yrs.	1/23/2027
<i>Faribault Hockey Association – Depot, Joe's</i>			
1. Rick Caron	9/13/2011	2 yrs.	1/31/2026
2. Alternate		2 yrs.	1/23/2027
<i>Faribault Wrestling Club – Faibault Golf and Country Club</i>			
1. Jason Tobin	8/28/2007	2 yrs.	1/31/2026
2. Jamie Hausen (Alternate)	2/14/2023	2 yrs.	1/23/2027
<i>Knights of Columbus</i>			
1. Peter Dodge	1/9/2018	2 yrs.	1/31/2026
2. Alternate		2 yrs.	1/23/2027
<i>Moose</i>			
1. Horace Vigasaa	2/23/2021	2 yrs.	1/31/2026
2. Alternate	2/28/2023	2 yrs.	1/31/2027
<i>Morristown Fire Relief - Our Place on 3rd</i>			
1. Terry Meschke	3/12/2019	2 yrs.	1/31/2026
2. Johnathan Chmelik (Alternate)	2/14/2023	2 yrs.	1/31/2027
<i>Faribault Youth Rotary Services – Boxer's</i>			
1. Brenda DeMars	6/8/2021	2 yrs.	1/23/2027
2. Chad Koepke (Alternate)	6/8/2021	2 yrs.	1/23/2026

Rescinded per Ordinance 2023-22

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

TOURISM COMMISSION	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Adama Doubouya (Council Rep)	1/24/2023	1 yr.	1/31/2024
2. David Connelly	1/14/2020	3 yrs.	1/31/2024
3. Ashley Reller	1/26/2021	3 yrs.	1/31/2024
4. OPEN*		3 yrs.	1/31/2025
5. Miki Orr	3/12/2019	3 yrs.	1/31/2025
6. David Nichols (RCHS)	1/24/2023	3 yrs.	1/31/2026
7. Mark Kenney	1/24/2023	3 yrs.	1/31/2026

Rescinded per Resolution 2023-197

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

TOMMY ALLEN YOUTH ENDOWMENT FUND BOARD	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Sharon Dell	2/14/2006	3 yrs.	1/31/2024
2. VACANT		3 yrs.	1/31/2025
3. VACANT		3 yrs.	1/31/2026

Rescinded per Resolution 2023-198

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

CHILDREN'S FUND (AQUATIC CENTER) BOARD	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Ken Hubert	3/27/2018	3 yrs.	1/31/2024
2. Bethany Fuller	4/26/2022	3 yrs.	1/31/2025
3. VACANT		3 yrs.	1/31/2026

Rescinded per Resolution 2023-199

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

PETER SMITH ADVISORY COMMITTEE	<u>Appointed</u>	<u>Term</u>	<u>Expiration</u>
1. Kyle Murphy *	2/22/2022	3 yrs.	1/31/2024
2. Gordon (Duffy) Elleby	2/9/2021	3 yrs.	1/31/2025
3. George Cunniff	2/9/2021	3 yrs.	1/31/2026

*Appointed to partial term to fill vacancy due to resignation



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Mark DuChene, Director of Engineering (City Engineer)
MEETING DATE: January 6, 2026
SUBJECT: Designation of the City of Faribault Website as the 2026 Official Publication for Bids

Discussion:

Minnesota Statutes, section 471.345 requires published notice for contracts meeting dollar thresholds involving the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property and the City Council has typically designated the Faribault Daily News as the official newspaper ("Official Newspaper") for the publication of official proceedings and public notices. In recent years, the amount of bidding traffic generated from publications in the Official Newspaper has dwindled to near zero as most public entities have moved towards electronic bid documents and electronic bidding procedures which allow interested parties to sign up for accounts that automatically notify them of new postings.

Minnesota Statutes, section 331A.03 and Minnesota Statutes, section 331A.12 provide that the City of Faribault website may be designated as the designated alternative method and official publication location for the publication of requests for bids, proposals or contracts, removing the need to publish the advertisements and similar solicitations in the Official Newspaper. Not only is the alternative method saving the City money in publication costs, the alternative method is also more flexible as the alternative method is not restricted to only certain publication dates and notices can be published at any time. Per statutes, the alternative method of publication must conform to substantially the same format and same period of time as is required for publication in an official newspaper and a permanent record of such publications shall be maintained by the City of Faribault in a form accessible by the public. This was first done in 2024.

Staff is recommending that the City of Faribault City Council designates the City of Faribault Website, www.ci.faribault.mn.us, as the 2026 Official

Publication for the public notices required for bids, requests for proposals, and contracts and that a notice be published in the Official Newspaper and on the City of Faribault Website that any advertisements for bids, requests for proposals or contracts will be published on the City of Faribault Website.

Attachments:

1. 2026 Public Notice for Alternative Publication
2. Resolution 2026-0XX Designating the City of Faribault Website as the 2026 Official Publication for Bids

***CITY OF FARIBAULT PUBLIC NOTICE – ALTERNATIVE
MEANS OF DISSEMINATION OF BIDS AND REQUESTS***

The City of Faribault designated its website, www.ci.faribault.mn.us, as the “Official Publication” for requests for bids, proposals or contracts as allowed by [Minnesota Statutes, sections 331A.03 and 331A.12](#). This action was approved January 13, 2026 via Resolution 2026-0XX.

CITY OF FARIBAULT

RESOLUTION #2026-0XX

DESIGNATING THE CITY OF FARIBAULT WEBSITE AS THE 2026 OFFICIAL PUBLICATION FOR BIDS

WHEREAS, public notice concerning governmental activities helps to ensure that the citizens of Faribault are informed; and

WHEREAS, public notice of bids, proposals or contracts also facilitates the goal of obtaining the best product or services at the lowest responsive price; and

WHEREAS, Minnesota Statutes, section 471.345 requires published notice for contracts meeting dollar thresholds involving the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property; and

WHEREAS, pursuant to Resolution 2026-0XX, the City Council has designated the Faribault Daily News as the official newspaper ("Official Newspaper") for the 2026 publication of official proceedings and public notices; and

WHEREAS, Minnesota Statutes, section 331A.03 and Minnesota Statutes, section 331A.12 provide that the City of Faribault website may be designated as the designated alternative method and official publication for the publication of requests for bids, proposals or contracts; and

WHEREAS, the designated alternative means of dissemination satisfies the publication requirements of law for solicitation of bids, requests for information, and requests for proposals and is in lieu of any other required form of publication; and

WHEREAS, website publication for bids, request for proposals and contracts, shall conform to substantially the same format and same period of time as is required for publication in an official newspaper; and

WHEREAS, a permanent record of such publications shall be maintained by the City of Faribault in a form accessible by the public.

NOW, THEREFORE BE IT RESOLVED that the City of Faribault City Council designates the City of Faribault Website www.ci.faribault.mn.us as the 2026 Official Publication for the public notices required for bids, requests for proposals, and contracts.

NOW, THEREFORE BE IT FURTHER RESOLVED that a notice be published in the Official Newspaper and on the City of Faribault Website that any advertisements for bids, requests for proposals or contracts will be published on the City of Faribault Website.

Date Adopted: January 13, 2026

Faribault City Council

Thomas J. Spooner, Mayor

ATTEST:

Jessica L. Kinser, City Administrator



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: January 6, 2026
SUBJECT: 2026-2030 Strategic Plan - 2025 Actions Update

Discussion:

Much time was spent in 2025 on developing a strategic plan for 2026-2030, with there being some actions that took place towards the goals, objectives and initiatives that were ultimately adopted by the City Council. Before looking ahead to 2026 priorities, a look back at what we did do in 2025 is helpful in understanding where things go in 2026.

Attachments:

1. 2025 Strategic Plan Update

Goal 1: Sustain What We've Built: Invest in Our Infrastructure, Parks, and Community Pride

The year 2025 included large investments in infrastructure that enhance livability and quality of life. The City's park system grew with phase 1 of Viaduct Park, bringing a new facility and the first splash pad to Faribault. The trail system also saw a significant improvement with the completion of the Northern Links Trail and a new underpass below railroad tracks that was years in the making. The City Council continues to invest in infrastructure by providing and approving the resources needed to make big investments in the water system through looping projects; the sanitary sewer system through the construction of a new splitter box at the Water Reclamation Facility and a new siphon box to convey wastewater from one side of the Cannon River to the other for treatment; and stormwater through a comprehensive look at the Woolen Mill Dam's future.

Objective 1.1 - There is greater buy-in and awareness around major infrastructure projects

2025 Progress

Initiative 1. Use tools through the City's relationship with Polco to regularly engage a random sample from the public to understand sentiment and prioritization around infrastructure projects.

Focused on public events to talk more about infrastructure, including a Council Chat and as part of the Resident's Academy.

Initiative 2. Expand use of visual storytelling using the City's existing ArcGIS license to visually communicate where major infrastructure projects are located, timelines, and funding sources.

Used Polco for the Woolen Mills Dam survey and naming of a snow plow

Used ArcGIS for communication on annual infrastructure projects and seal coating progress

Objective 1.2 - An all-hands approach is implemented to ensure stewardship of the many parks and green spaces.

Partnered with River Bend Nature Center to replace the Cherry Trail bridge; worked with the Faribault Foundation on Viaduct Park sponsorship opportunities; collaborated internally to move other projects forward like the replacement of Deer Bridge.

Initiative 3. Explore the creation of flex roles within Parks and Public Works that can address the as-needed maintenance, repairs, and facility/park needs.

Initiative 4. Create system-wide volunteer opportunities such that enhance the City's public spaces.

Replanted trees in City parks with volunteers through Great River Greening partnership

Objective 1.3 - Anchor cross-departmental events in municipal parks.

Held Safe Summer Kickoff for third year

Initiative 5. Host more family friendly events in municipal parks as an effort to showcase them.

Hosted/participated in a number of events in 2025, including Winterfest, Pet Parade, Safety Camp, Heritage Days, Fire Department Open House, Summer Library performances at Central Park, Environmental Commission representation at events.

Goal 2: Define the Next Chapter for the Faribault Community Center

A lot of work remains to be done following the completion of an initial design process around the construction of a new community center in 2023. A moratorium on local sales tax elections went into place, and no further discussion resumed until mid-2025 when the moratorium was lifted. Now the work begins anew to ensure all options have been reviewed before the City Council provides direction on how to proceed.

Objective 2.1 - The City vets and picks a path forward for the Community Center.

2025 Progress

Initiative 6. A formal analysis is completed to review options and the costs surrounding the redevelopment of the Community Center in its current location.

Initiative 7. Embrace the synergy that exists within the current Buckham Center complex to continue building on the anchor destination that serves our multi-generational and multi-cultural population, regardless of the Community Center's path forward.

Goal 3: Invest in Housing to Preserve the Community

The City of Faribault plays a number of roles when it comes to housing. The City is an investor, and in 2025 provided funding to the Ridgeview Heights project through Community Action Center of Northfield from a decertified TIF district and through a purchase agreement to sell City-owned land for Riverchase II. The City is also a partner with others like the Economic Development Authority (EDA) and the Housing and Redevelopment Authority (HRA) to ensure housing projects have support and can move forward in Faribault. The City also partners with other entities working on housing in the community to share data and experiences to build a broader understanding of housing challenges in Faribault, including a Council Chat that featured a panel of affordable housing partners. Finally, the City also is a regulatory authority for housing, meaning that platting (when required) as well as building permits and inspections all start and end with the City of Faribault.

Objective 3.1 - Maximize land use around underutilized land within the city to support housing development

Progress 2025

Saw construction of new housing on many parcels of underutilized land in Faribault including the Farmer Seed multi-family project, CAC Ridgeview Heights multi-family/emergency housing project, finishing of a second building and starting of a third at the Elmview Apartment Complex, continued building of homes in the Twin Oaks subdivision, the sale of land for the construction of Riverchase II, demolition of the old Mayo Clinic building for a new multi-family project, and construction of duplexes on Fifth Street.

Initiative 8. Develop and adopt a formal infill lot strategy to maximize redevelopment of smaller sized vacant lots that are in older neighborhoods.

HRA-funded/directed housing study drafted in 2025 and to be presented/discussed in 2026.

Initiative 9. Explore the creation of a land trust for maintaining permanently affordable housing.

Funded a portion of a consultant and participated in a group of community partners to discuss the formation of a land trust.

Objective 3.2 - Direct resources towards stabilization of existing housing stock

Provided the full HRA tax levy available in 2025; HRA selling Robinwood to Three Rivers which has grant funding to improve and maintain Robinwood as affordable senior housing in future.

Initiative 10. Explore ways to empower existing homeowners to rehabilitate and reinvest in existing housing stock in the city.

Initiative 11. Explore creating incentives for landlords who reinvest in their rental properties without significantly increasing monthly rents.

EDA coordinated funding for a rental property update that did not fit other programs.

Goal 4: Future-proof the Workforce by Being the City that Cares for Its People

The past year has been one in which a number of actions occurred related to employee attraction and retention. The 2025 collective bargaining process resulted in a significant realignment of the wage scale, while a formal compensation study was completed for the 2026 collective bargaining process. It was also a year of "new" things for employees, starting with a new time and attendance software at the beginning of the year and learning more about the State's new Paid Family Medical Leave program at the end of the year. Employees participated in the strategic planning process, providing direct input into the future of the City.

Objective 4.1 - Wrap arms around the current state of the workforce in the City

Progress 2025

Updated job descriptions with every position that was posted.

Initiative 12. Identify which departments experience the highest turnover of employees, examine exit interviews and understand contributing trends.

Initiative 13. Re-engage City staff on the National Employee Survey biennially to benchmark City employee sentiment against national trends.

Conducted an "in-house" survey using some NES questions and questions related to strategic plan.

Objective 4.2 - Market career opportunities in Faribault as a place to start a career in public service

Initiative 14. Explore allowing employees to use their student loan payments as a match for deferred compensation retirement plans.

Initiative 15. Re-imagine the marking of open positions and benefits to tell the story of the impact employees can make in a diverse and mid-sized community like Faribault.

Objective 4.3 - Offer strategic benefits that help Faribault employees to feel valued beyond their wages

Creation of Values in Action following adoption of strategic plan with new mission, vision, and values; used PSA funds to purchase new equipment and enhance technology capabilities in Police/Fire.

Initiative 16. Explore creative retention and longevity benefits.

Implemented a light duty policy for both on-the-job and off-the-job injuries; utilized the Public Expenditure and Purchasing Policy to provide more incentive for employee trainings.

Goal 5: You Belong Here: Advancing Youth Leadership and Building Community Connections

The future of Faribault is in our youth, and our community's younger demographic profile presents a significant strategic advantage, positioning the City to effectively cultivate the next generation of workforce, leadership, and families. Leadership is embracing our current youth engagement and will continue to enhance our investments in youth development, recreational opportunities, and fostering an inclusive community identity is critical to sustaining Faribault's long-term vibrancy, public safety, and civic pride.

Objective 5.1 - Engage youth intentionally in local government

Progress 2025

Initiative 17. Form a Youth Advisory Commission through a partnership with local school districts.

Continued youth membership on Library Board and Parks & Rec Advisory Board; continued work by the Youth Library Commission.

Initiative 18. Develop a Youth in Government Program in partnership with Faribault Public Schools and other area schools.

Participated in career events at schools.

Objective 5.2 - Develop technology-free opportunities for youth in Faribault to connect

Initiative 19. Expand low-cost programming in City public spaces through the Buckham Memorial Library and Community Center that are geared towards teens.

Provided table-top figure painting, a top/ongoing free program at the Library; continued reduced cost swim lessons with support of donation

Initiative 20. Launch a Faribault Summer Passport.

Goal 6: Build Pride, Inclusion, and Trust in Every City Interaction

The City has taken a number of actions to build trust with residents in 2025 by holding the Resident's Academy, Council Chats, and attending events like Evenings In the Park, Safe Summer Kickoff and more. Trust also comes through simple actions like stepping up our communications through the utility billing inserts, which are consistent and contain relevant information. Pride can be defined in many different ways and actions to build pride have taken a number of forms in 2025, including the Council's creation of a "Key to the City" program. Nuisance abatement also contributes to community pride. Administrative Citations started in 2025 and were used as a tool to help reduce the number of nuisance and property maintenance issues in the City. Inclusion has also come to the forefront in the last year with a Council Chat held at the Islamic Center and the creation of an Honorary Council member position, to be launched in 2026.

Objective 6.1 - Elevate community pride for residents and staff members

Progress in 2025

Held the first Resident's Academy; held a recognition dinner for board and commission members; completed two very noticeable nuisance clean-ups with work for additional clean-ups done for 2026.

Initiative 21. Explore a joint Faribault Hometown Pride Campaign with the Faribault Area Chamber of Commerce.

Initiative 22. Expand the new employee onboarding process to include exposure to various City assets outside their department.

Held a bus tour for the leadership team as a demo for a tour of City departments/functions starting in 2026

Objective 6.2 - Correct misinformation and lead with civility

Held 10 Council Chats in 2025; maintained a significant Facebook presence with frequent posting of positive stories and misinformation correction

Initiative 23. Continue to build on the Council Chats' success through short-form videos

Initiative 24. Expand communications team staffing to continue the positive work executed by the Communications staff.

Approved a 2026 budget with funding for a part-time communications position.

Initiative 25. Continue training departments on communications best practices.

Worked with departments on website updates to meet ADA compliance requirements

Objective 6.3 - Ensure that accessing City government is easy and that representation is equitable

Initiative 26. Review board and commission application and reappointment process.

Revised process for HRA, EDA, and P&Z to include interviews for 2026 appointments.

Goal 7: Set the Standard for Professionalism Through Service

Part of setting the standard for professionalism is actually setting standards. This was done in 2025 through the strategic planning process, where elected officials, department heads, and employees identified who the City of Faribault is as an organization and what we value.

Objective 7.1 - Excellent customer service is accessible and respectful for all

Progress in 2025

Initiative 28. Explore language access technology to ensure that non-English speakers are able to receive exemplary customer service in the City of Faribault

Provided ASL interpreters at public meetings and programs; translated Library summer brochure into Spanish, videos on housekeeping by HRA, videos on environment by HRA; provide additional pay to Police Officers for bilingual skills.

Initiative 29. Explore the creation of an employee recognition program.

Created Values in Action program

Initiative 30. Implement "How You Say It" training for employees engaged in public-facing

Objective 7.2 - Train in tense interactions and have a plan for managing them

Initiative 31. Train management in de-escalation techniques with an organization-wide expectation that managers should take the lead when temperatures rise in interactions.

Trained Library staff in 2025

Initiative 32. Provide managers with resources and authority on how to redire or, if necessary, redirect disruptive individuals to protect staff well-being.



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM: Rochelle Anderholm-Parsch, Parks and Recreation Director
MEETING DATE: January 6, 2026
SUBJECT: Viaduct Park Splash Pad Water System Modification

Discussion:

Recent State regulatory interpretation has reclassified recirculating splash pad systems as regulated pools, subjecting the Viaduct Park splash pad to additional Minnesota Department of Health review, added requirements, increased costs, and schedule uncertainty outside the City's control. To mitigate these risks and maintain the intended project timeline, staff evaluated an alternative pass-through water system that is not regulated as a pool, reduces operational complexity, and avoids ongoing chemical handling and staffing impacts. This discussion provides context on the regulatory changes, compares the original design to the pass-through alternative, and outlines staff's recommended approach to protect the project schedule and ensure the splash pad opens as planned.

Attachments:

1. VP_SD_Splash Pad_Pass Through_1.6.26



Viaduct Park Splash Pad Pass Through System

COUNCIL WORK SESSION

JAN. 6 2026



Purpose of Today's Discussion

Provide an update on splash pad system design

Explain recent State regulatory developments

We are at time sensitive decision point

Confirm a path that ensures the splash pad opens this summer

Original Design: Recirculation System

- o Reuses water through filtration and chemical treatment
- o Includes filtration equipment, chemicals, and staff training
- o Recently interpreted by the State as a regulated pool
- o Subject to review by the Minnesota Department of Health

Regulatory Impacts and Delays

- New interpretations require additional features:
 - ❖ Showers
 - ❖ Secondary Disinfection System (e.g. UV)
 - ❖ Additional Debris Strainer in Tank
- State design review delayed during interpretation changes
- Schedule uncertainty outside City control
- Current comments by MDH require:
 - ❖ Secondary disinfection system (UV) / \$58,800
 - ❖ Evaluation of boulder heights and potential fall protection material estimated at \$70,000
 - ❖ Interpretations are applying standards not historically used for splash pads
- There is a possibility that further regulatory review by the MDOLI is anticipated for water supply and drainage permitting
- Delaying could result in further review, delay opening/permitting, and risk missing the opportunity to grandfather the design under existing regulatory interpretations



Alternative: Pass-Through System

- o Water used once and discharged (drain to waste)
- o Not regulated as a pool by the State
- o No chemical treatment or complex filtration
- o One time cost estimate: **\$35,000**



Pros & Cons

Pros

- Avoids State applying pool regulations
(historically not the case)
- Eliminates chemical handling and balancing
(which is inconsistent and hard to balance water chemistry in a closed system)
- Reduced staff training, time, and long-term costs of chemicals and staff time
(closure to splash pad when chemicals don't balance – which is often!)
- Healthier water exposure for users

Cons

- Water sent to waste
 - ❖ To note: Explore future option to convert to gray water for irrigation



Recommendations & Outcome

- o CRS credit anticipated for uninstalled filtration system and labor
- o Savings help offset pass-through system cost
- o Acting now avoids additional State reviews and delays
- o Ensures splash pad opens this summer
- o Avoids the cost to convert the system over later

Staff Recommendation:

Proceed with the pass-through system to protect schedule, reduce risk, and deliver the project as intended.

Questions





Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Jessica Kinser, City Administrator
FROM:
MEETING DATE: January 6, 2026
SUBJECT: Request to Donate Property to the City

Discussion:

I received a phone call from the spouse of the listed owner of two parcels, 18-363-76-004 and 18-36-376-005, which are located on the curve of Ladonna Lane with CSAH 48 on the rear of the property. The lots are not buildable and are in the floodplain, with Crocker's Creek running through the parcels. The owners would like to donate them to the City as ownership is causing a larger issue for them at present. The map below shows City-owned properties outlined in red. Maple Lawn Park is across the street, but not adjacent, as a point of reference. The two parcels are shown in yellow outline below.

Mark DuChene advised that these would have some value to the City as they contribute to the stormwater system and Crocker's Creek. Travis Block advised that the City has some significant underground infrastructure in our existing lots, and it does not hurt to have an additional surrounding area. Scott Riggs ordered title work to ensure that there was nothing outstanding with either lot, and it shows no issues and the 2025 taxes have been paid. The current total property tax revenue off of the two lots is \$44.

Should the Council agree with the staff recommendation to accept these lots, we would bring forward a purchase/donation agreement to a future Council meeting and work with the owner to convey them to the City as quickly as possible.



Attachments: