



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

WEDNESDAY, AUGUST 10, 2022

6:00 PM

- 1. Call to Order/Roll Call/Pledge of Allegiance**
- 2. Presentations/Introductions – None**
- 3. Approve minutes of the July 26, 2022 City Council Meeting**
 - A. July 26, 2022 - City Council Meeting Minutes
- 4. Consent Agenda**
 - A. List of Claims for Release
 - B. Resolution 2022-162 Accept Donations to Parks and Recreation Department
 - C. Resolution 2022-163 Approve Hiring of Housing Coordinator
 - D. Resolution 2022-164 Approve Hiring of Community Development Coordinator
 - E. Approve Hangar Rental Agreement
 - F. Approve 2022 - 2023 Youth Liaison Agreement with Faribault School District #656
 - G. Resolution 2022-169 Approving Purchase and Development Agreement for Property Described as Lot 1, Block 1, Riverchase Addition
 - H. Approve Quote for Trail Sealcoating
 - I. Resolution 2022-166 Approve Early Start Agreement for Cannon River View
 - J. Approve LG240B Application to Conduct Excluded Bingo for Knights of Columbus 4th Degree Assembly 525
 - K. Resolution 2022-167 Approve Agreements Associated with MAB Addition for Development of Malecha Auto Body
 - L. Resolution 2022-165 Authorize Minnesota Department of Transportation Agreement No. 1051417 for Airport Airfield Lighting Improvements Project
 - M. Accept Proposal for Sanitary Sewer Structure Rehabilitation
 - N. Approve Industrial Wastewater Discharge Permit
 - O. Approve 1-4 Day Application and Permit for a 1-4 Day Temporary On-Sale Liquor License for the Rice County Fair
- 5. Requests to be Heard**
- 6. Public Hearings**
 - A. Resolution 2022-168 Adopting a Modification to the Development Program for Development District No. 1; and Establishing Tax Increment Financing District No. 17: Riverchase Apartments Herein and Adopting a Tax Increment Financing Plan Therefor; Authorizing Interfund Loan
- 7. Items for Discussion**

- A. Ordinance 2022-25 Vacate a Certain Unused Drainage and Utility Easement on Lot 1, Block 1, Kuntze Addition - Second Reading
 - 1. Approve Summary Publication of Ordinance 2022-25
- B. Resolution 2022-170 Approve the Preliminary Plat and the Final Plat of DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION
- C. Ordinance 2022-26 Rezone Property in the DIVINE MERCY CATHOLIC CHURCH Plat and the DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION Plat to P/I, Public/Institutional, and PUD Overlay Zoning District # 2022-26 - First Reading
- D. Applications related to the Redevelopment of the Former Farmer Seed and Nursery Site at 818 4th Street NW to accommodate an Indoor Storage Facility and Apartment Building
 - 1. Resolution 2022-171 Approve the Preliminary Plat and the Final Plat of MIDWEST FIRST SUBDIVISION
 - 2. Resolution 2022-172 Approve a Conditional Use Permit for a Proposed Multi-Family Residential Development on Lot 2, Block 1, MIDWEST FIRST SUBDIVISION
 - 3. Resolution 2022-173 Approve Setback Variances for a Proposed Multi-Family Residential Development on Lot 2, Block 1, MIDWEST FIRST SUBDIVISION
 - 4. Ordinance 2022-27 Rezone Property in the MIDWEST FIRST SUBDIVISION Plat to Include a PUD Overlay Zoning District - First Reading
- E. Resolution 2022-174 Authorize the Execution of an Agreement with Carbon Solutions Group to Own, Construct, and Operate Electric Vehicle Charging Stations on City Property
- F. Ordinance 2022-23 Vacate Unneeded Easements and Rights-of-Way South of the 1st Street NE Viaduct and East of Willow Street - Second Reading
 - 1. Approve Summary Publication of Ordinance 2022-23
- G. Ordinance 2022-24 Rezone Property South of the 1st Street NE Viaduct and East of Willow Street from I-2, Heavy Industrial to CBD, Central Business District - Second Reading
 - 1. Approve Summary Publication of Ordinance 2022-24

8. Bids - None

9. Boards and Commissions Reports, Announcements and Project Updates

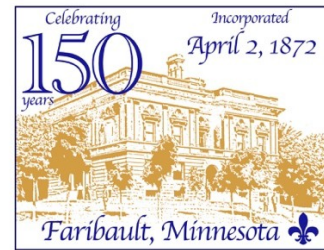
10. Adjournment

(The Council may meet as a group for dinner)

NOTE:

CC Closed Captioning of Council meetings available on FCTV.

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



CITY COUNCIL MINUTES – Draft

COUNCIL CHAMBERS

TUESDAY, JULY 26, 2022

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

The regular meeting of the City Council was called to order by Mayor Kevin Voracek at 6:00 pm. Councilors Sara Caron, Royal Ross Tom Spooner and Jon Wood were in attendance. Councilors Peter van Sluis and Janna Viscomi were absent. Also in attendance were City Administrator Tim Murray, City Clerk Heather Slechta, Police Chief John Sherwin, Public Works Director Travis Block, City Engineer Mark DuChene, Community and Economic Development Director Deanna Kuennen, City Planner David Wanberg, Planning and Zoning Coordinator Peter Waldock, Human Resources Manager Kevin Bushard and City Attorney Scott Riggs.

Presentations/Introductions

Mayor Voracek read and presented the Night to Unite Proclamation to Police Chief John Sherwin. Night to Unite will be held on August 2, 2022. There are currently 13 neighborhood groups that will be hosting events. If your neighborhood would like to host an event contact Doug Delesha for more information and to register.

Approve minutes of July 12, 2022 City Council Meeting and July 19, 2022 Special City Council Meeting

Motion by Ross, seconded by Spooner to approve Minutes of the July 12, 2022 City Council Meeting and the July 19, 2022 Special City Council Meeting and carried unanimously.

Consent Agenda

- A. List of Claims for Release
- B. Authorize Issuance of Request for Qualifications for Professional Design Services for North Viaduct Area Park Improvements
- C. Approve Policy 221 - Mental Health Crisis Data
- D. Resolution 2022-150 Approve Jurisdictional Transfer Agreement with Minnesota Department of Transportation for TH 298 & TH 299
- E. Approve 1-4 Day Temporary On-Sale Liquor License for Faribault Minnesota Chapter, Inc.
- F. Approve 1-4 Day Temporary On-Sale Liquor License for Divine Mercy Catholic School
- G. Approve Resolution 2022-151 Approve Massage Therapist License
- H. Approve LG230 Application to Conduct Off-Site Gambling
- I. Resolution 2022-160 Approve Amendment No. 1 to Joint Powers Agreement with Rice County for Cooperative Transportation Planning Agreement for I-35/CSAH 9 Interchange Analysis
- J. Resolution 2022-161 Approve Hiring of Mechanic
- K. Approve Release Agreement for Early Retirement
- L. Approve the Demolition, Removal and Site Restoration of the Hazardous Residential Structure Damaged by Fire Located at 1811 7th ST NW.

Motion by Caron, seconded by Wood to approve Consent Agenda Items 4A.-4L. and carried unanimously.

Requests to be Heard – None

Public Hearings

Ordinance 2022-22 Annexing Certain Lands from Cannon City Township and Zoning Such Lands in the I-1, Light Industrial District, and the P/I, Public/Institutional District - Second Reading and Approve Summary Publication of Ordinance 2022-22

Community and Economic Development Director Deanna Kuennen explained that Ordinance 2022-22 annexes certain lands from Cannon City Township to the City of Faribault and rezones the property to I-1, Light Industrial, and P/I, Public/Institutional. The City Council approved the first reading of Ordinance 2022-22 at a special meeting of the Council on July 19, 2022. The City Council must now conduct a public hearing to solicit public input on the proposed annexation and ordinance. No substantive revisions were made to the ordinance since its first reading.

Motion by Ross, seconded by Spooner to open the public hearing and carried unanimously. The public hearing was opened at 6:05 pm.

Motion by Spooner, seconded by Caron to close the public hearing and carried unanimously. The public hearing was closed at 6:05 pm.

Motion by Ross, seconded by Wood to approve Ordinance 2022-22 Annexing Certain Lands from Cannon City Township and Zoning Such Lands in the I-1, Light Industrial District, and the P/I, Public/Institutional District - Second Reading

Roll Call Vote:

Aye: Councilor Caron, Ross, Spooner, Wood, and Mayor Voracek.

Nay:

Motion carried 5:0

Motion by Wood, seconded by Spooner to approve the Summary Publication of Ordinance 2022-22 and carried unanimously.

Items for Discussion

Applications related to the Redevelopment of Property South of the Viaduct and East of Willow Street

Community and Economic Development Director Deanna Kuennen explained that the City's Journey to 2040 Comprehensive Plan and Downtown Master Plan guide the existing industrial area south of the 1st Street NE viaduct and east of Willow Street for "downtown" use and "residential-commercial mixed-use." The City acquired the property in this area and is working with developers to redevelop it consistent with the community's vision. The first phase of the redevelopment includes a proposed four-story, 77-unit, market-rate apartment building in the northwest corner of the property. Later phases include memory care and senior housing facilities. The area will also include a City-owned parking lot and a regional stormwater basin. Refer to the attached staff report for additional information.

Kuennen requested that the Council approve Ordinance 2022-23 that would vacate unneeded rights-of-way/easements in the area of the former VP Online site at 55 Willow Street to facilitate redevelopment of the area. The Planning Commission held a public hearing on July 18, 2022, to consider the proposed vacation. No one from the public provided comments, and the Commission recommended approval of the proposed vacation as outlined in Ordinance 2022-23.

Kuennen informed the Council that the existing redevelopment area includes a variety of unplatted parcels and platted lots. Staff proposed to plat the property as RIVERCHASE ADDITION. The proposed plat would contain a lot for the Developer's proposed apartment building; a lot to accommodate the future memory care and senior housing – this lot may be subdivided into two lots in the future; a lot for the future City-owned parking lot; Outlots to accommodate the existing City trail and the proposed regional stormwater basin; and the right-of-way for the proposed Riverchase Court, which will provide street access to the properties. The Planning Commission held a public hearing on July 18, 2022, to consider the proposed RIVERCHASE ADDITION plat. No one from the public provided comments, and the Commission recommended approval of the plat as outlined in the attached Resolution 2022-153.

Additionally, Staff proposed to amend the Comprehensive Plan to guide the entire redevelopment area for "downtown" use. The Planning Commission held a public hearing on July 18, 2022, to consider the Comprehensive Plan amendment. No one from the public provided comments, and the Commission recommended approval of the amendment as outlined in Resolution 2022-15

Kuennen further explained that given the request to guide the entire RIVERCHASE ADDITION plat for "downtown" use, would be appropriate to rezone the property in the plat from I-2, Heavy Industrial, to

CBD, Central Business District. The proposed residential uses in the plat are allowed with a conditional use permit. The proposed zoning is consistent with similar residential projects on the edge of the downtown area. The Planning Commission held a public hearing on July 18, 2022, to consider the proposed rezoning. No one from the public provided comments, and the Commission recommended approval of the rezoning as outlined in Ordinance 2022-24.

Kuennen informed the Council that a small portion of the proposed RIVERCHASE ADDITION plat is in the Shoreland Management Overlay District. The proposed development in the shoreland area includes parking areas for the proposed apartment building and City-owned parking lot. The Minnesota Department of Natural Resources expressed no concerns regarding the proposed development in the shoreland area. The City and the Minnesota Department of Natural Resources will continue to coordinate as the construction documents are finalized. The Planning Commission held a public hearing on July 18, 2022, to consider the conditional use permit request. No one from the public provided comments, and the Commission recommended approval of the conditional use permit as outlined in Resolution 2022-155.

The final piece of the redevelopment of this property is approval of a Condition Use Permit (CUP) for Multi-Family Residential Development. Hamilton Real Estate Group is proposing to develop a four-story, 77-unit, market-rate apartment building on the proposed Lot 1, Block 1, RIVERCHASE ADDITION plat. The Developer is requesting a CUP to allow approval of the following in the CBD, Central Business District; the proposed apartment building to function as a standalone residential use; the proposed apartment building to exceed three stories or 42 feet in height; and the proposed apartment building to exceed the number of residential units based on its floor area. The Planning Commission held a public hearing on July 18, 2022, to consider the Developer's conditional use permit request. No one from the public provided direct comments regarding the request, and the Commission recommended approval of the conditional use permit as outlined in Resolution 2022-156.

Councilor Ross asked if the property would be split into four separate PID, City Administrator Tim Murray stated that it would be split into six. He also asked if Riverchase Court is a public or private street, City Engineer Mark DuChene stated that it is a public street. Ross questioned where any overflow parking would be, DuChene stated that there are public parking lots, Ross asked if the proposed parking lot at the new Viaduct Park would be completed, City Administrator Murray stated that the Council could push the parking lot project up, there is parking located in the library lot.

Motion by Spooner, seconded by Wood to approve Ordinance 2022-23 Vacate Unneeded Easements and Rights-of-Way South of the 1st Street NE Viaduct and East of Willow Street - First Reading

Roll Call Vote:

Aye: Councilor Caron, Ross, Spooner, Wood and Mayor Voracek

Nay:

Motion carried 5:0

Motion by Ross, seconded by Caron to approve Resolution 2022-153 Approve the Preliminary Plat and the Final Plat of RIVERCHASE ADDITION and carried unanimously.

Motion by Wood, seconded by Spooner to approve Resolution 2022-154 Approve a Comprehensive Plan Amendment related to Future Land Use South of the 1st Street NE Viaduct and East of Willow Street and carried unanimously.

Motion by Ross, seconded by Spooner to approve Ordinance 2022-24 Rezone Property South of the 1st Street NE Viaduct and East of Willow Street from I-2, Heavy Industrial, to CBD, Central Business District - First Reading

Roll Call Vote:

Aye: Councilor Caron, Ross, Spooner, Wood and Mayor Voracek

Nay:

Motion carried 5:0

Motion by Spooner, seconded by Caron to approve Resolution 2022-155 Approve a Conditional Use

Permit for Development in the Shoreland Management Overlay District South of the 1st Street NE Viaduct and East of Willow Street and carried unanimously.

Motion by Ross, seconded by Wood to approve Resolution 2022-156 Approve Conditional Use Permits for a Proposed Multi-Family Residential Development on Lot 1, Block 1, RIVERCHASE ADDITION and carried 4:1 with Councilor Caron voting Nay.

Resolution 2022-152 Order Improvements, Approve Plans and Specifications and Establish Bid Date for 2022 Riverchase Court Improvements - Contract 2022-13

City Engineer Mark DuChene explained that Resolution 2022-152 orders the improvements and approves the construction plans and specifications for the proposed Riverchase Court Improvements - Contract 2022-13 project including removals, watermain, sanitary sewer, lot services, storm sewer construction, grading, aggregate base, bituminous paving, turf restoration and related improvements on the following streets:

Riverchase Court (Willow Street to East End)

The improvements are part of the redevelopment plat proposed as Riverchase Addition which encompasses the properties at 55 Willow Street, 217 Mill Street and 127 Willow Street. Per the pre-development agreement with the developers, the City is to complete the design and construction of the public street and utility extensions for the proposed plat. The City has hired Widseth, a private engineering consulting firm to complete the plans for the project and City staff has completed the remainder of the bidding documents and will be administering the bidding and construction administration portions of the project.

The preliminary total estimated cost of the improvements, including 10% contingency and 15% engineering, that covers both consultant and in-house engineering, is \$1,054,400. Proposed funding for the project is as follows:

Street Improvement Fund (401)	\$ 390,900.00	37.1%
Water Utility Fund (601)	\$ 342,200.00	32.5%
Sewer Utility Fund (602)	\$ 119,500.00	11.3%
Storm Water Utility Fund (603)	\$ 201,800.00	19.1%
Total	\$ 1,054,400.00	100.0%

A portion of these costs may be reimbursed to their respective funds through the creation of one or more tax increment financing districts for eligible projects.

The resolution also establishes a bid date of August 17, 2022 for the project. Construction is scheduled to begin this fall, with substantial completion by July 1, 2023.

Motion by Wood, seconded by Spooner to approve Resolution 2022-152 Order Improvements, Approve Plans and Specifications and Establish Bid Date for 2022 Riverchase Court Improvements - Contract 2022-13 and carried unanimously.

Applications Related to the Development of Malecha Auto Body Shop at 2005 2nd Avenue NW

Community and Economic Development Director Deanna Kuennen explained that William Malecha is the owner of a vacant commercial lot at 2005 2nd Avenue NW. The property is comprised of a commercial lot and two Outlots that will be combined into one lot. The site is Zoned C-2, Highway Commercial District and the east portion is within the revised Shoreland Overlay District for the Cannon River. The owner proposes to construct a 10,400 SF building on this site for use as an auto body repair business & car sales lot. Parking will be provided for 32 cars and a vehicle sales display area is planned for the paved lot area on the west side of the building with the ability to accommodate 40 cars. The building will have nine repair bays, a paint booth, wash bay, offices, storage, and mechanical area. Associated with this development proposal, the property owner has submitted applications for vacation of a public drainage and utility easement, preliminary and final plat approval and Conditional Use Permit (CUP) for major auto repair in a commercial district and a CUP for Development in the Shoreland Overlay District.

Ordinance 2022-25 will allow for the vacation of un-needed public drainage and utility easements that were platted as part of the Kuntze Addition. The Development Review Committee and Planning Commission both recommended approval of the request. The Planning Commission approved a draft of the ordinance with findings for approval and recommended conditions.

Resolution 2022-157 Approving the Preliminary and Final Plat of MAB Addition at 2005 2nd Ave NW. The subdivision will replat two outlots and combine them with an adjoining commercial lot. Again, the Development Review Committee and Planning Commission are recommending approval of the request. The Planning Commission approved the draft resolution with findings for approval and recommended conditions in this matter.

Resolution 2022-158 Approving a Conditional Use Permit for a Major Auto Repair Use in the C-2 Highway Commercial District at 2005 2nd Avenue NW will permit for a mayor auto repair use in the C-2 Highway Commercial District. The Development Review Committee and Planning Commission are supported approval of this request. The Planning Commission approved a draft resolution with findings for approval and recommended conditions related to this application. In addition to a CUP for major auto repair in the C-2, Malecha also was required to get a CUP for development in the Shoreland Overlay district at 2005 2nd Avenue NW. Resolution 2022-159 approves the CUP for development within the Shoreland Overlay District. Both the Development Review Committee and Planning Commission recommended approval of the request. The Planning Commission approved a draft resolution with findings for approval and recommended conditions related to this application.

Councilor Ross asked if the sales lot would be striped, Kuennen explained that it would not be, he also asked how many cars would be allowed in the sales lot, Planning Coordinator Peter Waldock stated that it is unlimited. Councilor Spooner congratulated Malechas on moving forward with the project.

Motion by Ross, seconded by Caron to approve Ordinance 2022-25 Vacate an Unneeded Public Drainage and Utility Easement on the east side of Lot 1, Block 1 of Kuntze Addition located at 2005 2nd Avenue NW - First Reading

Roll Call Vote:

Aye: Councilor Caron, Ross, Spooner, Wood and Mayor Voracek

Nay:

Motion carried 5:0

Motion by Spooner, seconded by Wood to approve Resolution 2022-157 Approving the Preliminary and Final Plat of MAB Addition at 2005 2nd Ave NW and carried unanimously.

Motion by Ross, seconded by Caron to approve Resolution 2022-158 Approving a Conditional Use Permit for a Major Auto Repair Use in the C-2 Highway Commercial District at 2005 2nd Avenue NW and carried unanimously.

Motion by Wood, seconded by Ross to approve Resolution 2022-159 Approving a Conditional Use Permit for Development within the Shoreland Overlay District at 2005 2nd Avenue NW and carried unanimously.

Bids - None

Boards and Commissions Reports, Announcements and Project Updates

The Monthly Financial Report was provided to the Council prior to the meeting as part of the meeting materials.

Councilor Ross gave kudos to City and Lakes Disposal for completing the renovation on their building, it looks great.

Councilor Spooner stated that he attended the Annual meeting for the River Bend Nature Center, the new Executive Director was also in attendance.

Mayor Voracek thanked all the volunteers that helped with the Rice County Fair.

Adjournment

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

Meeting adjourned at 6:38 pm.

Respectfully Submitted,

Heather Slechta
City Clerk



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Day, Finance Director
MEETING DATE: August 10, 2022
SUBJECT: List of Claims for Release

Background:

A copy of the list of claims is available for City Council review through the City Administrator, in the amount of \$2,555,201.15, which includes check numbers 175341 to 175437 and automatic clearing house payments.

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

Recommendation:

Approve the attached List of Claims for Release.

Attachments:

1. 08-10-2022 Council AP List

AP
AP Council Approval 08-10-2022



User: astadler
Printed: 8/4/2022 1:35:41 PM

Check Numb	Last Name	Acct 1	Amount	Description
175345	1st Line/Leewes Ventures LLC	101-45125-450-42990	291.25	Slush Flavoring for Resale at Aquatic Center
	1st Line/Leewes Ventures LLC		291.25	
0	5 Star Inspections Inc	101-42400-420-43090	8,777.36	Electrical Inspections
	5 Star Inspections Inc		8,777.36	
0	A H Hermel Candy & Tobacco	101-45125-450-42990	351.17	Freezies/Candy/Hot Dogs for Resale at Aquatic Center
	A H Hermel Candy & Tobacco		351.17	
175346	██████████	241-46330-461-44375	126.00	August 2022 Utility Reimb 621 Hulet Ave
	██████████		126.00	
175347	ABR Sand & Gravel LLC	601-49430-000-42240	980.88	Pitrun Gravel
	ABR Sand & Gravel LLC		980.88	
175348	Ace Kerry	601-00000-000-20200	22.32	Refund Check 016998-000, 407 4 Ave SW
	Ace Kerry		22.32	
0	Ag Partners Coop	101-45200-450-42160	444.35	Weed Killer
	Ag Partners Coop		444.35	
175349	AGE & Associates Inc	101-42400-420-43090	373.50	Housing Notice to Public Translation - Somali
	AGE & Associates Inc		373.50	
175350	██████████	241-46330-461-44375	187.00	August 2022 910 SW 1st Utility Reimb

Check Numb	Last Name	Acct 1	Amount	Description
			187.00	
0	All Pro Cleaners LLC	241-46330-461-44010	149.50	5 Hours Trash Clean Up 49 Units
0	All Pro Cleaners LLC	898-46310-000-44010	1,098.83	36.75 Hours Janitorial Service July
	All Pro Cleaners LLC		1,248.33	
175351	Amazon Capital Services	101-42110-420-42110	38.20	Streamlight Battery Sticks
175351	Amazon Capital Services	101-42400-420-44330	389.74	HVAC Books
175351	Amazon Capital Services	101-45125-450-42110	51.94	Sunblock for Aquatic Center
175351	Amazon Capital Services	101-45200-450-42110	39.70	Bags for Dog Park
175351	Amazon Capital Services	101-45500-450-43130	16.95	Garden Supplies-Library
175351	Amazon Capital Services	101-42220-420-42110	27.17	Blood Pressure Cuff
175351	Amazon Capital Services	101-41580-410-42010	47.45	Plastic Sleeves for Badges
175351	Amazon Capital Services	101-45140-450-42110	58.65	Fun Center Supplies
175351	Amazon Capital Services	101-45500-450-42190	38.40	Books
175351	Amazon Capital Services	101-45500-450-43130	11.89	Screen Print Ink for Boomerang Bag Patches
175351	Amazon Capital Services	101-45122-450-42410	79.48	Canister Vacuum
175351	Amazon Capital Services	101-45500-450-42010	23.55	Microphone
175351	Amazon Capital Services	101-42700-420-42020	151.92	Printer Cartridges
175351	Amazon Capital Services	101-45500-450-42190	73.18	Books
175351	Amazon Capital Services	101-45500-450-42410	79.96	Canopy Weights
175351	Amazon Capital Services	101-45500-450-43130	28.49	Garden Supplies-Library
	Amazon Capital Services		1,156.67	
0	American Engineering Testing Inc	101-00000-000-22000	3,510.00	Farmer Seed Redevelopment
0	American Engineering Testing Inc	404-45200-450-45300	781.75	(2020-08) Materials Inspection
	American Engineering Testing Inc		4,291.75	
175352	American Red Cross	101-45122-450-43140	600.00	Red Cross Lifeguard Water Park Certification
	American Red Cross		600.00	
0	APG Media of Southern Minnesota LLC	101-41110-410-43510	772.30	Legal Notices-Agendas and Ordinances
0	APG Media of Southern Minnesota LLC	101-41800-410-43410	455.19	Mechanic Ad
	APG Media of Southern Minnesota LLC		1,227.49	
0	Arrow Electric LLC	101-45200-450-44010	1,491.37	Wire Scoreboard at Bell Field
0	Arrow Electric LLC	101-45200-450-44010	376.29	Shelter #1 So Alex Electrical Repairs

Check Numb	Last Name	Acct 1	Amount	Description
	Arrow Electric LLC		1,867.66	
175353	Aspen Mills	101-42123-420-43130	112.43	Bike Patrol Uniform / Stock
175353	Aspen Mills	101-42123-420-43130	67.45	Polo Bike Shirt / Gliem
	Aspen Mills		179.88	
175354	Athey Dennis	873-00000-000-20200	31.27	Refund Check 025239-000, 4643 180 Ct W
	Athey Dennis		31.27	
0	Auto Value Parts Store	101-42123-420-42210	174.15	Battery / #17
	Auto Value Parts Store		174.15	
175355	Baker & Taylor Entertainment	101-45500-450-42190	61.51	Books
175355	Baker & Taylor Entertainment	101-45500-450-42190	21.17	Books
175355	Baker & Taylor Entertainment	101-45500-450-42190	69.45	Books
175355	Baker & Taylor Entertainment	101-45500-450-42190	422.66	Books
175355	Baker & Taylor Entertainment	101-45500-450-42190	661.75	Books
175355	Baker & Taylor Entertainment	101-45500-450-42190	615.82	Books
175355	Baker & Taylor Entertainment	101-45500-450-42190	55.67	Books
175355	Baker & Taylor Entertainment	101-45500-450-42190	9.68	Books
175355	Baker & Taylor Entertainment	101-45500-450-42190	136.26	Books
175355	Baker & Taylor Entertainment	101-45500-450-42190	303.58	Books
	Baker & Taylor Entertainment		2,357.55	
0	Beacon Athletics LLC	101-45200-450-42110	970.00	Ballfield Fence Cap
	Beacon Athletics LLC		970.00	
175356	BECC Corporation	602-49480-000-42170	2,468.53	Oxygen Methane Sensors
	BECC Corporation		2,468.53	
0	BGMN Inc	101-43126-430-42110	305.72	Exhaust And Intake Service Adapters - Shop
	BGMN Inc		305.72	
0	BHE Renewables	602-49480-000-43810	12,412.17	Solar Energy-June

Check Numb	Last Name	Acct 1	Amount	Description
	BHE Renewables		12,412.17	
0	Bolton & Menk Inc	602-49450-000-45300	2,588.00	TH 3 Sanitary Sewer
0	Bolton & Menk Inc	601-49430-000-45300	987.50	(2019-12A) NW Area Water Tower 6/11/22-7/8/22
	Bolton & Menk Inc		3,575.50	
0	Border States Industries Inc	602-49450-000-42230	9.06	Light Bulbs for PWP
0	Border States Industries Inc	603-49500-000-42230	1.29	Light Bulbs for PWP
0	Border States Industries Inc	101-42110-420-42230	103.32	Light Bulbs
0	Border States Industries Inc	101-43121-430-42230	87.09	Light Bulbs for PWP
0	Border States Industries Inc	601-49430-000-42230	9.06	Light Bulbs for PWP
	Border States Industries Inc		209.82	
175357	Bradford Sarah & Jeff	601-00000-000-20200	111.67	Refund Check 012689-002, 521 5 Ave NW
	Bradford Sarah & Jeff		111.67	
175358	Bussert Karen M	431-42123-420-45500	650.00	Graphics for New Squad / #4
	Bussert Karen M		650.00	
175343	c/o Teledoc Inc Healthiest You	101-00000-000-21707	1,000.00	Healthiest You - August
	c/o Teledoc Inc Healthiest You		1,000.00	
175359	CenturyLink	902-00000-000-23935	562.87	Monthly Service 07/13/22-08/12/22
175359	CenturyLink	225-49810-430-43210	66.84	507-334-2850 219
175359	CenturyLink	101-45500-450-43210	49.45	507 334-0138 069 Elevator Phone
175359	CenturyLink	601-49430-000-43210	89.94	507-332-9045 313Sensus Back-up Dialer
175359	CenturyLink	602-49450-000-43210	66.84	507-334-0586 787
175359	CenturyLink	902-00000-000-23935	-562.87	Monthly Service 07/13/22-08/12/22
175359	CenturyLink	101-41940-410-43210	289.80	507-332-2400 019
	CenturyLink		562.87	
0	Cintas Corporation	101-45500-450-44060	30.95	Laundry
0	Cintas Corporation	602-49480-000-44060	27.03	Lab Towels/Floor Mats
0	Cintas Corporation	101-43126-430-44060	6.20	Shop Towels
0	Cintas Corporation	602-49450-000-44060	15.50	Uniform Cleaning Sewer
0	Cintas Corporation	603-49500-000-44060	6.36	Uniform Cleaning Stormwater

Check Numb	Last Name	Acct 1	Amount	Description
0	Cintas Corporation	601-49430-000-44060	22.83	Uniform Cleaning Water
0	Cintas Corporation	101-43121-430-44060	25.88	Uniform Cleaning Streets
0	Cintas Corporation	101-43126-430-44060	8.91	Uniform Cleaning Mechanics
0	Cintas Corporation	101-45200-450-44060	30.95	Laundry
0	Cintas Corporation	602-49480-000-44060	30.45	Uniform Laundry
0	Cintas Corporation	603-49500-000-44060	0.33	Laundry Service PWP
0	Cintas Corporation	101-41940-410-44060	24.58	Laundry Service for Mops & Towels
0	Cintas Corporation	602-49480-000-44060	15.63	Lab Towels Floor Mats
0	Cintas Corporation	601-49430-000-44060	2.27	Laundry Service PWP
0	Cintas Corporation	898-46310-000-42110	2.00	Hand Sanitizer
0	Cintas Corporation	101-43121-430-44060	21.84	Laundry Service PWP
0	Cintas Corporation	898-46310-000-44010	4.00	Sanitizer Service
0	Cintas Corporation	602-49450-000-44060	2.27	Laundry Service PWP
0	Cintas Corporation	602-49480-000-44060	30.45	Uniform Laundry
0	Cintas Corporation	602-49450-000-44060	15.50	Uniform Cleaning Sewer
0	Cintas Corporation	601-49430-000-44060	22.83	Uniform Cleaning Water
0	Cintas Corporation	101-43121-430-44060	25.88	Uniform Cleaning Streets
0	Cintas Corporation	603-49500-000-44060	6.36	Uniform Cleaning Stormwater
0	Cintas Corporation	101-43126-430-44060	8.91	Uniform Cleaning Mechanics
0	Cintas Corporation	898-46310-000-44060	14.41	Mats
Cintas Corporation			402.32	
175360	City of Faribault	241-46330-461-44375	14.00	1812 Shumway Water Acct 024912-001
175360	City of Faribault	241-46330-461-44375	190.00	August 2022 Utility Reimb to Water Acct #019268-000
175360	City of Faribault	241-46330-461-44375	190.00	July 2022 Utility Reimb to Water Acct #019268-000
175360	City of Faribault	241-46330-461-44375	1.00	523 Division Water Acct #016055-000
City of Faribault			395.00	
0	CivicPlus	101-41320-410-43090	950.00	On-Line Hosting Fee
CivicPlus			950.00	
175361	Clean Choice Energy	601-49430-000-43810	1,591.45	302969048350 Alexander Park Well #6
175361	Clean Choice Energy	101-45200-450-43810	167.24	304017445900 Lyndale Ave N
175361	Clean Choice Energy	902-00000-000-23935	-14,779.61	Solar Bill - June
175361	Clean Choice Energy	101-42210-420-43810	800.90	302527702122 2nd St NW (Fire Hall)
175361	Clean Choice Energy	101-45200-450-43810	15.54	3023211021000 7th Ave SW
175361	Clean Choice Energy	101-45200-450-43810	146.36	3043066891800 Alexander Dr Concession Stand
175361	Clean Choice Energy	101-43121-430-43810	4,422.51	3040518161200 Belview Tr
175361	Clean Choice Energy	101-43170-430-43810	171.07	3034532651500 7th St NW Signal Lights
175361	Clean Choice Energy	101-43170-430-43810	20.22	3041315032200 30 St NW Signal Lights

Check Numb	Last Name	Acct 1	Amount	Description
175361	Clean Choice Energy	101-43160-430-43810	18.05	3041165121000 Lyndale Ave S
175361	Clean Choice Energy	101-45200-450-43810	20.39	303239611330 9th Ave SW Sr High Tennis Cts
175361	Clean Choice Energy	603-49500-000-43810	65.44	3040518161200 Belview Tr
175361	Clean Choice Energy	101-43170-430-43810	80.50	3042653021990A Lyndale Ave N Signal
175361	Clean Choice Energy	101-45500-450-43810	1,608.02	30234228711 Division St E (Library)
175361	Clean Choice Energy	101-43170-430-43810	163.41	3025252474050 Highway 60W Signal Lights
175361	Clean Choice Energy	602-49450-000-43810	134.65	3036919802219 Grant St NW Lift Station
175361	Clean Choice Energy	101-43160-430-43810	23.91	3043806371690 Highway 60W Street Lighting
175361	Clean Choice Energy	101-45126-450-43810	714.50	303373970117 Shumway Ave
175361	Clean Choice Energy	601-49430-000-43810	460.27	3040518161200 Belview Tr
175361	Clean Choice Energy	101-43160-430-43810	186.70	303661815495 Heritage Place
175361	Clean Choice Energy	602-49450-000-43810	17.83	303203605319 Lind St Lift Station
175361	Clean Choice Energy	101-43160-430-43810	20.90	304116511800 Lyndale Ave SW
175361	Clean Choice Energy	101-43160-430-43810	240.66	3041576453305 Highway 60
175361	Clean Choice Energy	902-00000-000-23935	14,779.61	Solar Bill - June
175361	Clean Choice Energy	602-49450-000-43810	16.34	3027721851150 Willow St Lift Station
175361	Clean Choice Energy	101-45200-450-43810	728.58	3025764661815 Alexander Dr
175361	Clean Choice Energy	101-43160-430-43810	147.18	3041576321602 2nd Ave NW
175361	Clean Choice Energy	601-49430-000-43810	1,672.75	3039299721904 Fairgrounds Dr Well
175361	Clean Choice Energy	101-45127-450-43810	108.78	304160080705 17 St SW (Soccer Complex)
175361	Clean Choice Energy	101-45200-450-43810	47.85	302261595920 9th Ave SW
175361	Clean Choice Energy	602-49450-000-43810	460.26	3040518161200 Belview Tr
175361	Clean Choice Energy	101-43160-430-43810	23.27	3041165101904 Grant St
175361	Clean Choice Energy	101-43160-430-43810	441.71	302767481210 3 St NE St Light
175361	Clean Choice Energy	101-45200-450-43810	42.37	303510224520 3rd St NW (Central Pk Bandstand)
	Clean Choice Energy		14,779.61	
175362	Community Co-op Oil Assn	602-49450-000-42130	105.00	Hydraulic Fluid Unit 7
175362	Community Co-op Oil Assn	101-45200-450-44040	21.00	Tire Repair
175362	Community Co-op Oil Assn	101-43121-430-44040	54.95	Tire Repair - Street #526
175362	Community Co-op Oil Assn	601-49430-000-42220	790.40	Tires For Unit 24
175362	Community Co-op Oil Assn	101-42220-420-42120	37.00	Fuel
175362	Community Co-op Oil Assn	101-45200-450-42120	25.55	Small Engine Fuel for Parks & Trails Maintenance
	Community Co-op Oil Assn		1,033.90	
0	Crane Creek Asphalt	101-43121-430-42240	333.60	Asphalt For Street Repair
0	Crane Creek Asphalt	101-43121-430-42240	1,012.00	Asphalt For Street Patching
	Crane Creek Asphalt		1,345.60	
0	Culligan	101-41940-410-44160	168.95	Water Equipment Rental

Check Numb	Last Name	Acct 1	Amount	Description
0	Culligan	101-45122-450-42110	288.00	Softener Salt & Rust Remover Salt
0	Culligan	101-45500-450-44160	38.20	Drinking Water Equipment Rental
0	Culligan	101-42110-420-42230	219.10	Solar Salt - Water
0	Culligan	602-49480-000-44160	49.25	Softener Rental
0	Culligan	101-45122-450-44160	37.10	Water Equipment Rental
0	Culligan	898-46310-000-42110	61.25	(5) 50 LB Solar Salt & Inspection 7/5/22
0	Culligan	101-45200-450-42110	165.20	Softener Salt & Rust Remover Salt
	Culligan		1,027.05	
0	Dakota Supply Group	602-49450-000-42110	199.97	Sewer Plugs
	Dakota Supply Group		199.97	
175363	Department of Human Services	101-45127-450-43090	705.50	State Crew Services
175363	Department of Human Services	101-45200-450-43090	2,057.00	State Crew Services
	Department of Human Services		2,762.50	
175364	Diamond Mowers Inc	101-45200-450-42210	738.05	Bearings
	Diamond Mowers Inc		738.05	
175365	E O Johnson Company Inc-Dallas	101-45500-450-44160	292.38	Lanier IM C2500 Copier
175365	E O Johnson Company Inc-Dallas	101-45110-450-44160	280.36	Lanier Copier Lease Payment
	E O Johnson Company Inc-Dallas		572.74	
175366	Emergency Apparatus Maintenance Inc	101-42220-420-43090	342.12	NFPA Pump Testing #2117
175366	Emergency Apparatus Maintenance Inc	101-42220-420-43090	342.12	NFPA Pump Test #2155
175366	Emergency Apparatus Maintenance Inc	101-42220-420-43090	342.12	NFPA Pump Test #2115
175366	Emergency Apparatus Maintenance Inc	101-42220-420-43090	342.12	NFPA Pump Test #2110
	Emergency Apparatus Maintenance Inc		1,368.48	
175367	Evans-de-Carpio Marjorie A	101-42400-420-43090	316.62	Translation Service for Housing Ordinance Notice
	Evans-de-Carpio Marjorie A		316.62	
175341	Evergreen Knoll Limited Partnership	272-46500-462-44930	11,315.39	District 15 Lofts @ Evergreen TIF PAYG Due 8/1/2022
	Evergreen Knoll Limited Partnership		11,315.39	

Check Numb	Last Name	Acct 1	Amount	Description
0	Falkstone LLC	101-43121-430-42240	2,309.88	Sealcoat Rock
	Falkstone LLC		2,309.88	
175368	Fame Awards	101-45130-450-42110	189.00	Summer Softball Plaques
	Fame Awards		189.00	
175369	Fareway Stores Inc #126	101-41800-410-44382	92.45	Grab a Bag Walk for Wellness Luncheon Items
175369	Fareway Stores Inc #126	101-45130-450-43131	5.99	Water for Concert in the Park Band - July 21
175369	Fareway Stores Inc #126	101-42220-420-42110	20.00	6 Cases of Water
175369	Fareway Stores Inc #126	101-45130-450-43131	4.48	Water for Concert in the Park Band - 7/28/22
	Fareway Stores Inc #126		122.92	
175370	Faribault Ace Hardware	101-45200-450-42110	16.19	Sprinkler Head
175370	Faribault Ace Hardware	101-45200-450-42110	19.41	Ball Valve/Nipple
175370	Faribault Ace Hardware	101-45200-450-42110	8.09	Paint Brush
175370	Faribault Ace Hardware	101-41940-410-42410	9.99	Magnetic Nut Setter Set
175370	Faribault Ace Hardware	602-49450-000-42110	102.11	Paper Towels/Trash Bags/Delimer/Degreaser
175370	Faribault Ace Hardware	101-42110-420-42110	2.04	Fasteners
175370	Faribault Ace Hardware	101-45122-450-42230	133.89	Cleaners/Plunger/Dusters/Trash Bags/Hose/Handheld Head
175370	Faribault Ace Hardware	101-45200-450-42110	21.58	Paint Brushes
175370	Faribault Ace Hardware	101-42123-420-42070	34.70	PVC Pipe/Etc for Laser Training
175370	Faribault Ace Hardware	101-45122-450-42110	4.75	Thread Seal Tape/Hex Plug for Community Center Pool
175370	Faribault Ace Hardware	101-45200-450-42110	17.06	Plumbing Parts
175370	Faribault Ace Hardware	101-45200-450-42110	70.84	Floor Cleaner/Broom
175370	Faribault Ace Hardware	101-43190-430-42110	8.99	Battery
175370	Faribault Ace Hardware	101-41940-410-42230	8.30	Fasteners
175370	Faribault Ace Hardware	101-45122-450-42110	49.96	Weed Killer/Rope/Fasteners and Laundry Detergent
	Faribault Ace Hardware		507.90	
175371	Faribault Area Chamber of Commerce	101-41110-410-44384	14,690.42	Lodging Taxes-June
	Faribault Area Chamber of Commerce		14,690.42	
175342	Faribault Division LLC	270-46500-462-44930	22,478.90	District 13 Hamilton TIF PAYG Due 8/1/2022
	Faribault Division LLC		22,478.90	
0	Faribault Fleet Supply Inc	101-45500-450-42110	1.47	Hardware for Bathroom Stall
0	Faribault Fleet Supply Inc	101-45200-450-42230	30.99	Paint

Check Numb	Last Name	Acct 1	Amount	Description
0	Faribault Fleet Supply Inc	101-45122-450-42230	1.40	Hardware
0	Faribault Fleet Supply Inc	101-43121-430-42110	41.98	Oats for Dirt Pile at Shop
0	Faribault Fleet Supply Inc	101-45122-450-42230	1.06	Hardware
0	Faribault Fleet Supply Inc	601-49430-000-42110	1,630.69	Softener Salt
0	Faribault Fleet Supply Inc	101-43121-430-42210	12.99	Steering Wheel Ball #302
0	Faribault Fleet Supply Inc	101-41940-410-42230	11.98	Wire Connectors
0	Faribault Fleet Supply Inc	101-45200-450-42110	27.59	Paint Brushes
0	Faribault Fleet Supply Inc	601-49430-000-42110	5.29	Water
0	Faribault Fleet Supply Inc	101-45125-450-42110	40.77	Insect and Fly Killer
0	Faribault Fleet Supply Inc	101-43121-430-42110	1.99	Flint For Lighter
0	Faribault Fleet Supply Inc	101-43121-430-42110	4.39	Flints For Lighter
	Faribault Fleet Supply Inc		1,812.59	
175372	Faribault Post Office	101-45110-450-43220	2,233.18	Buckham Bulletin Postage
	Faribault Post Office		2,233.18	
175373	Faribault Rental Equipment Inc	101-45200-450-42110	99.35	Chainsaw Chaps/Parts
	Faribault Rental Equipment Inc		99.35	
0	Faribault Umpire Association	101-45130-450-43090	3,668.00	Adult Softball Umpire Fees
	Faribault Umpire Association		3,668.00	
0	Faribo Air Conditioning & Heating Inc	898-46310-000-44050	3,900.00	Community Room A/C & Heat Pump
0	Faribo Air Conditioning & Heating Inc	898-46310-000-44010	596.00	Dryer Room Intake Vent
	Faribo Air Conditioning & Heating Inc		4,496.00	
175374	Farnsworth Joan	601-00000-000-20200	8.45	Refund Check 006527-000, 1117 Wellington Cr
	Farnsworth Joan		8.45	
0	Fette Electronics Inc	225-49810-430-44010	299.88	Fire and Sprinkler Monitoring 8/21/22-8/20/23
0	Fette Electronics Inc	101-42110-420-42230	249.99	Back Up Power Supply
	Fette Electronics Inc		549.87	
175375	Flagship Recreation	101-45200-450-42110	2,655.00	Fleckenstein Bluffs-Playground Equipment

Check Numb	Last Name	Acct 1	Amount	Description
	Flagship Recreation		2,655.00	
0	Flom Disposal Inc	241-46330-461-43840	158.48	910 SW 1st Street Trash Removal Thru 8/31/2022
0	Flom Disposal Inc	898-46310-000-43840	267.54	Trash Removal Thru 8/31/22 #105 Couch Removal
0	Flom Disposal Inc	241-46330-461-43840	21.40	1518 Western Trash Removal Thru 8/31/2022
	Flom Disposal Inc		447.42	
175376	Foss Richard	601-00000-000-20200	5.64	Refund Check 018801-001, 2016 4 St NW
	Foss Richard		5.64	
175377	Gardner & Gardner Communications, Inc.	101-45130-450-43131	750.00	Concert in the Park Band Fee - Aug. 18
	Gardner & Gardner Communications, Inc.		750.00	
175378	Glenn's Service LLC	101-42121-420-43090	84.98	Tow '15 Ram 10 Division St to FPD Evidence Garage / 22-2285
175378	Glenn's Service LLC	101-42121-420-43090	84.98	Tow '10 GMC from 3rd St NW to FPD Evidence Garage
175378	Glenn's Service LLC	101-42123-420-43090	66.95	Tow 2010 Dodge to Driveway
175378	Glenn's Service LLC	101-42121-420-43090	61.80	Tow U-Haul Truck from Wal-Mart to FPD Storage
175378	Glenn's Service LLC	101-42123-420-44040	20.00	Plug Tire / #16
	Glenn's Service LLC		318.71	
0	Godfather's Pizza	101-45125-450-42990	117.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	104.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	104.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	182.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	78.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	52.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	117.00	Pizza for Resale at Aquatic Center
	Godfather's Pizza		754.00	
0	Gopher State One Call	603-49500-000-43090	98.10	Tickets for July 2022
0	Gopher State One Call	601-49430-000-43090	98.10	Tickets for July 2022
0	Gopher State One Call	602-49450-000-43090	98.10	Tickets for July 2022
	Gopher State One Call		294.30	
175379	Graphic Solutions Group, Inc.	431-43121-430-45400	10,470.00	Copier For Making Signs

Check Numb	Last Name	Acct 1	Amount	Description
	Graphic Solutions Group, Inc.		10,470.00	
0	Green Kristina	101-45500-450-43130	425.00	Book Bike Wrap
	Green Kristina		425.00	
0	Guardian Fleet Safety	431-42123-420-45500	12,314.05	Build Out Police #18-Lightbar/Push Bumper/Etc
	Guardian Fleet Safety		12,314.05	
175380	Harlequin Sales Corp/Reader Service	101-45500-450-42190	22.96	Books
	Harlequin Sales Corp/Reader Service		22.96	
0	Harry Brown's LLC	101-42123-420-44040	159.65	Car Washes
	Harry Brown's LLC		159.65	
175381	Harun Nima	240-46210-460-43090	111.75	Interpreting Services for Public Housing
	Harun Nima		111.75	
175382	Hasselblad Caitlin	601-00000-000-20200	1.38	Refund Check 019472-000, 1411 25 Ave NW
	Hasselblad Caitlin		1.38	
0	Havelka Craig L	101-45125-450-42410	85.00	Fire Extinguisher
	Havelka Craig L		85.00	
0	Hawkins Inc	601-49430-000-42160	-0.01	Chlorine Cylinder Return
0	Hawkins Inc	101-45122-450-42160	624.12	Pool Chemicals
0	Hawkins Inc	601-49430-000-42160	4,306.66	Chemicals For Water Treatment
0	Hawkins Inc	601-49430-000-42160	0.01	Chlorine Cylinder Return
0	Hawkins Inc	602-49480-000-42160	7,522.90	Ferric Phos Removal
0	Hawkins Inc	101-45125-450-42160	465.58	Pool Chemicals
0	Hawkins Inc	602-49480-000-42160	7,554.38	Ferric Phos Removal
0	Hawkins Inc	601-49430-000-42160	5,472.15	Chemicals For Water Treatment
0	Hawkins Inc	601-49430-000-42160	1,280.00	Chemicals For Water Treatment
	Hawkins Inc		27,225.79	

Check Numb	Last Name	Acct 1	Amount	Description
175383	HD Supply Facilities Maintenance	898-46310-000-42110	91.96	Case Paper Towels
175383	HD Supply Facilities Maintenance	898-46310-000-42110	586.76	LED Light Bulbs/Delta Faucet Seals/Filters/Towels/Faucet/Aerator
175383	HD Supply Facilities Maintenance	241-46330-461-42110	41.84	Range Hood Filters
	HD Supply Facilities Maintenance		720.56	
175384	Healy Construction Company Inc	101-45200-450-42110	242.00	Concrete Sono Tube
	Healy Construction Company Inc		242.00	
175385	Heartland Animal Hospital	101-42700-420-43090	241.00	Care for Strays / 22-1539
175385	Heartland Animal Hospital	101-42700-420-43090	28.20	Care for Stray / 22-Misty
175385	Heartland Animal Hospital	101-42123-420-43135	817.73	Urgent Care / Thor
	Heartland Animal Hospital		1,086.93	
175386	Hiawathaland Transit/Three Rivers Community Action	101-00000-000-20400	243.25	Bus Token Sales - July
	Hiawathaland Transit/Three Rivers Community Action		243.25	
175387	Hillyard Hutchinson	101-45122-450-42210	23.29	Replacement Hose
175387	Hillyard Hutchinson	101-45122-450-42210	21.66	Pad Holder Retainer
175387	Hillyard Hutchinson	101-45125-450-42110	203.03	Tissues/Paper Towels
	Hillyard Hutchinson		247.98	
175388	Hodges Badge Company Inc	101-45140-450-42110	150.50	Pet Parade Ribbons
	Hodges Badge Company Inc		150.50	
0	Holmblad William R	101-45200-450-44050	1,907.50	Excavating-Fleckenstein Park
	Holmblad William R		1,907.50	
0	Horizon Commercial Pool Supply	101-45125-450-42230	524.51	Flow Sensor at Aquatic Center
0	Horizon Commercial Pool Supply	101-45122-450-42230	193.00	Replace Chemical Controller Flow Cell-Community Center
	Horizon Commercial Pool Supply		717.51	
175389		241-46330-461-44375	206.00	August 2022 Utility Reimb 523 Lincoln Ave
			206.00	

Check Numb	Last Name	Acct 1	Amount	Description
175390	Hy-Vee - Accounts Receivable	101-41800-410-44382	133.23	Grab a Bag Walk for Wellness Luncheon Items
	Hy-Vee - Accounts Receivable		133.23	
175344	ICMA Retirement Trust 457	101-00000-000-21706	50.00	PR Batch 00515.07.2022 ICMA Deferred Comp
	ICMA Retirement Trust 457		50.00	
175391	IFACS	101-45500-450-42110	52.81	Anchors and Bolts For Plaza Furniture
	IFACS		52.81	
0	Innovative Office Solutions LLC	603-49500-000-42010	0.68	Copy Paper/Note Pads PWP
0	Innovative Office Solutions LLC	601-49430-000-42010	4.83	Copy Paper/Note Pads PWP
0	Innovative Office Solutions LLC	601-49430-000-42010	53.84	4 Reams Paper - Disconnection Notices
0	Innovative Office Solutions LLC	101-43121-430-42010	46.39	Copy Paper/Note Pads PWP
0	Innovative Office Solutions LLC	602-49450-000-42010	4.83	Copy Paper/Note Pads PWP
0	Innovative Office Solutions LLC	101-42124-420-42010	503.59	Paper - Duster - Mouse Pad - Legal Pads
0	Innovative Office Solutions LLC	101-45500-450-42010	5.19	Batteries
0	Innovative Office Solutions LLC	101-43110-430-42010	10.04	Card Stock
0	Innovative Office Solutions LLC	101-42110-420-42110	60.12	Paper Bowls
0	Innovative Office Solutions LLC	101-42124-420-42010	10.73	Post it Notes
0	Innovative Office Solutions LLC	101-42124-420-42110	6.36	Wrist Rest
0	Innovative Office Solutions LLC	101-42210-420-42010	23.15	Pens and Label Tape
0	Innovative Office Solutions LLC	101-41410-410-42010	19.31	Punch
0	Innovative Office Solutions LLC	101-41320-410-42010	23.28	Pens
	Innovative Office Solutions LLC		772.34	
0	Insty-Prints	101-42700-420-42030	141.00	Business Cards / M Vaale and M Trupe
	Insty-Prints		141.00	
0	Internal Revenue Service	101-00000-000-21703	21,227.93	PR Batch 00515.07.2022 FICA Employer
0	Internal Revenue Service	101-00000-000-21701	47,708.19	PR Batch 00515.07.2022 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21704	7,212.50	PR Batch 00515.07.2022 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	21,227.93	PR Batch 00515.07.2022 FICA Employee
0	Internal Revenue Service	101-00000-000-21704	7,212.50	PR Batch 00515.07.2022 Medicare Employer
	Internal Revenue Service		104,589.05	
0	Kennedy & Graven, Chartered	101-41610-410-43040	252.00	FA105-00356 Notice of Legal Claim: ACLU v CoF
0	Kennedy & Graven, Chartered	280-46310-461-43040	214.20	HRA General Matters

Check Numb	Last Name	Acct 1	Amount	Description
0	Kennedy & Graven, Chartered	101-41610-410-43040	302.60	FA105-00452 2022 Planning Commission Meetings
0	Kennedy & Graven, Chartered	101-00000-000-22000	934.80	FA105-00453 C&S Vending Matter
0	Kennedy & Graven, Chartered	101-00000-000-22000	49.20	FA105-00459 Senior/Memory Care Housing Project - Redline
0	Kennedy & Graven, Chartered	601-49430-000-43040	714.00	FA105-00463 Water Meter Radio Replacement Project
0	Kennedy & Graven, Chartered	101-41610-410-43040	35.60	FA105-00012 General Licensing Matters
0	Kennedy & Graven, Chartered	472-43121-430-45300	393.60	FA105-00460 Borchert Annexation Matter
0	Kennedy & Graven, Chartered	241-46330-461-43040	516.60	Public Housing Declaration of Trust
0	Kennedy & Graven, Chartered	101-41610-410-43040	302.60	FA105-00063 Police Department Matters
0	Kennedy & Graven, Chartered	437-41940-410-45204	1,116.92	FA105-00387 Acquisition of Lockerby Property
0	Kennedy & Graven, Chartered	101-00000-000-22000	1,353.00	FA105-00458 Mac Hamilton Apartment Development Project
0	Kennedy & Graven, Chartered	101-00000-000-22000	98.40	FA105-00457 Aleph Development Project at Willow & 17th
0	Kennedy & Graven, Chartered	101-00000-000-22000	1,992.60	FA105-00445 Farmer Seed & Nursery Redevelopment Project
0	Kennedy & Graven, Chartered	101-41610-410-43040	1,206.40	FA105-00451 2022 City Council Meetings
0	Kennedy & Graven, Chartered	601-49430-000-43040	651.00	FA105-00430 Well House #5 Claim
0	Kennedy & Graven, Chartered	101-41610-410-43040	6,424.60	FA105-00450 County Public Safety Center Project
0	Kennedy & Graven, Chartered	101-41610-410-43040	2,835.00	FA105-00466 Pawn Minnesota LLC vs. Todd Nelson and T. Nelson Pro
0	Kennedy & Graven, Chartered	101-41610-410-43040	21.00	FA105-00009 Telecommunication Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	480.60	FA105-00467 Scooter Matters
0	Kennedy & Graven, Chartered	101-41610-410-43040	676.40	FA105-00005 General Matters
0	Kennedy & Graven, Chartered	272-46500-462-43070	393.60	Lofts at Evergreen
0	Kennedy & Graven, Chartered	101-41610-410-43040	21.00	FA105-00197 Charter Commission
0	Kennedy & Graven, Chartered	437-41940-410-45209	86.20	FA105-00462 Acquisition of 127 Willow St.
0	Kennedy & Graven, Chartered	101-00000-000-22000	4,189.80	FA105-00454 Kwik Trip 793
0	Kennedy & Graven, Chartered	101-41610-410-43040	35.60	FA105-00028 General Planning Matters
	Kennedy & Graven, Chartered		25,297.32	
0	Keystone Interpreting Solutions Inc	101-45500-450-43090	279.40	ASL Interpreter-Library
0	Keystone Interpreting Solutions Inc	240-46210-460-43090	214.88	Interpreting for Environmental Commission
0	Keystone Interpreting Solutions Inc	101-45500-450-43090	279.40	ASL Interpreter-Library
	Keystone Interpreting Solutions Inc		773.68	
0	Kielmeyer Construction Inc	101-43121-430-42240	549.78	Crushed Rock
	Kielmeyer Construction Inc		549.78	
0	Kline Distributing LLC	101-45125-450-42990	737.49	Cotton Candy/Ice Cream/Chips/Etc for Resale at Aquatic
0	Kline Distributing LLC	101-45125-450-42990	314.11	Cotton Candy/Chips/Etc for Resale at Aquatic Center
	Kline Distributing LLC		1,051.60	
175392	Kriss Premium Products Inc	101-41940-410-42230	719.11	Boiler Treatment/Meter and Test Kit

Check Numb	Last Name	Acct 1	Amount	Description
	Kriss Premium Products Inc		719.11	
0	Kuennen Deanna	240-46210-460-43310	276.50	Travel Reimbursement for Select USA
	Kuennen Deanna		276.50	
175393	Lamperts	241-46330-461-42110	375.07	1520 Western Ave Oak Door
175393	Lamperts	101-43121-430-42110	31.39	Felt For Sealcoating Marking
175393	Lamperts	101-43121-430-42110	31.39	Paper For Sealcoat Marking
175393	Lamperts	241-46330-461-42110	303.42	408 NW 13th Street Door
	Lamperts		741.27	
175394	Larkin Jimmie	898-46310-000-44010	70.54	Fire Alarm/Elevator/Occupant Emergency Monitoring
	Larkin Jimmie		70.54	
175395	LaRoche's Inc	225-49810-430-44010	415.00	Cleared Plugged Sewer Line at Airport
	LaRoche's Inc		415.00	
175396	League of Minnesota Cities	101-41110-410-43140	150.00	Mayors Conference
	League of Minnesota Cities		150.00	
175397	Legends Concrete, Inc	401-43121-430-44050	1,756.31	(2022-01) Pay Req. 2
	Legends Concrete, Inc		1,756.31	
175398	Loffler Companies Inc	101-43121-430-44160	52.46	July 2022 Copies PWP
175398	Loffler Companies Inc	240-46210-460-44160	290.59	Third Floor Copier Lease
175398	Loffler Companies Inc	101-41940-410-44160	344.18	Copier Lease and Fees
175398	Loffler Companies Inc	101-42124-420-44160	174.63	Color / B&W Copies
175398	Loffler Companies Inc	602-49450-000-44160	5.46	July 2022 Copies PWP
175398	Loffler Companies Inc	603-49500-000-44160	0.77	July 2022 Copies PWP
175398	Loffler Companies Inc	601-49430-000-44160	5.46	July 2022 Copies PWP
	Loffler Companies Inc		873.55	
0	Marco Technologies LLC	240-46210-460-44045	25.42	Community & Economic Development Print Fee
0	Marco Technologies LLC	101-45110-450-44045	12.71	Community Center Back Desk Print Fee
0	Marco Technologies LLC	101-45200-450-44045	12.71	Parks Print Fee

Check Numb	Last Name	Acct 1	Amount	Description
0	Marco Technologies LLC	101-45126-450-44045	12.71	Washinton Rec Print Fee
0	Marco Technologies LLC	101-41800-410-44045	28.82	HR Print Fee
0	Marco Technologies LLC	101-41320-410-44045	25.42	Administration Print Fee
0	Marco Technologies LLC	101-43126-430-44045	12.71	Public Works Maintenance Shop Print Fee
0	Marco Technologies LLC	101-43110-430-44045	12.71	Public Works Department Print Fee
0	Marco Technologies LLC	101-42110-420-44045	12.71	Police Administration Print Fee
0	Marco Technologies LLC	101-45500-450-44045	19.42	Library Print Fee
0	Marco Technologies LLC	101-42123-420-44045	60.51	Police Patrol Print Fee
0	Marco Technologies LLC	902-00000-000-23935	-351.30	Marco Main 1
0	Marco Technologies LLC	902-00000-000-23935	351.30	Marco Printer Subscription
0	Marco Technologies LLC	101-41510-410-44045	71.02	Finance Print Fee
0	Marco Technologies LLC	101-42124-420-44045	44.43	Police Records and Evd. Print Fee
	Marco Technologies LLC		351.30	
175399	MESERB	602-49480-000-44330	7,160.00	2022-2023 Membership Assessment
	MESERB		7,160.00	
0	Met Con Companies	101-45200-450-44160	319.00	Crane Rental
0	Met Con Companies	101-43121-430-43090	2,732.13	Hauling Of Sealcoat Rock
	Met Con Companies		3,051.13	
0	Metronet Holdings LLC	902-00000-000-23935	-7,579.18	Hosted Phone System
0	Metronet Holdings LLC	898-46310-000-43250	226.72	Hosted Phone System
0	Metronet Holdings LLC	101-41510-410-43250	237.22	Hosted Phone System
0	Metronet Holdings LLC	101-42124-420-43250	104.11	Hosted Phone System
0	Metronet Holdings LLC	101-41580-410-43250	832.91	Hosted Phone System
0	Metronet Holdings LLC	603-49500-000-43250	20.10	Hosted Phone System
0	Metronet Holdings LLC	101-42110-420-43250	1,156.48	Hosted Phone System
0	Metronet Holdings LLC	601-49430-000-43250	368.11	Hosted Phone System
0	Metronet Holdings LLC	101-43110-430-43250	101.74	Hosted Phone System
0	Metronet Holdings LLC	101-42121-420-43250	140.80	Hosted Phone System
0	Metronet Holdings LLC	101-43190-430-43250	126.78	Hosted Phone System
0	Metronet Holdings LLC	602-49480-000-43250	181.80	Hosted Phone System
0	Metronet Holdings LLC	101-42400-420-43250	145.57	Hosted Phone System
0	Metronet Holdings LLC	101-45110-450-43250	298.11	Hosted Phone System
0	Metronet Holdings LLC	225-49810-430-43250	207.51	Hosted Phone System
0	Metronet Holdings LLC	101-45200-450-43250	40.19	Hosted Phone System
0	Metronet Holdings LLC	101-41940-410-43250	812.80	Hosted Phone System
0	Metronet Holdings LLC	902-00000-000-23935	7,579.18	Hosted Phone System
0	Metronet Holdings LLC	101-41800-410-43250	116.35	Hosted Phone System

Check Numb	Last Name	Acct 1	Amount	Description
0	Metronet Holdings LLC	101-41910-410-43250	78.53	Hosted Phone System
0	Metronet Holdings LLC	101-41110-410-43250	20.10	Hosted Phone System
0	Metronet Holdings LLC	101-42210-420-43250	146.94	Hosted Phone System
0	Metronet Holdings LLC	101-45126-450-43250	199.44	Hosted Phone System
0	Metronet Holdings LLC	240-46210-460-43250	347.32	Hosted Phone System
0	Metronet Holdings LLC	101-45500-450-43250	396.26	Hosted Phone System
0	Metronet Holdings LLC	101-45125-450-43250	278.62	Hosted Phone System
0	Metronet Holdings LLC	101-42123-420-43250	312.51	Hosted Phone System
0	Metronet Holdings LLC	101-42700-420-43250	26.04	Hosted Phone System
0	Metronet Holdings LLC	602-49450-000-43250	9.49	Hosted Phone System
0	Metronet Holdings LLC	101-43121-430-43250	567.37	Hosted Phone System
0	Metronet Holdings LLC	101-43126-430-43250	29.58	Hosted Phone System
0	Metronet Holdings LLC	101-41320-410-43250	49.68	Hosted Phone System
	Metronet Holdings LLC		7,579.18	
175400	Meyer Gerald	601-00000-000-20200	87.80	Refund Check 007410-000, 622 Short St
	Meyer Gerald		87.80	
175401	Midwest Tape LLC	101-45500-450-42192	46.47	Audio/Visual
175401	Midwest Tape LLC	101-45500-450-42192	541.86	Audio/Visual
175401	Midwest Tape LLC	101-45500-450-42192	66.98	Audio/Visual
175401	Midwest Tape LLC	101-45500-450-42192	65.21	Audio/Visual
175401	Midwest Tape LLC	101-45500-450-42192	23.24	Audio/Visual
175401	Midwest Tape LLC	101-45500-450-42192	50.23	Audio/Visual
175401	Midwest Tape LLC	101-45500-450-42192	11.99	Audio/Visual
175401	Midwest Tape LLC	101-45500-450-42192	357.91	Audio/Visual
175401	Midwest Tape LLC	101-45500-450-42192	34.99	Audio/Visual
175401	Midwest Tape LLC	101-45500-450-42192	13.99	Audio/Visual
175401	Midwest Tape LLC	101-45500-450-43096	238.23	Hoopla Online Resource
	Midwest Tape LLC		1,451.10	
175402	Miller Sydney & Jake	601-00000-000-20200	0.16	Refund Check 023286-000, 914 3 Ave SW
	Miller Sydney & Jake		0.16	
0	Minnesota Child Support Payment Center	101-00000-000-21716	431.84	PR Batch 00515.07.2022 Child Support
	Minnesota Child Support Payment Center		431.84	
0	Minnesota Department of Revenue	101-00000-000-21702	21,222.50	PR Batch 00515.07.2022 State Income Tax

Check Numb	Last Name	Acct 1	Amount	Description
	Minnesota Department of Revenue		21,222.50	
0	Minnesota Elevator Inc	101-41940-410-44010	195.40	Monthly Elevator Maintenance at City Hall
0	Minnesota Elevator Inc	898-46310-000-44010	199.83	August Elevator Service
	Minnesota Elevator Inc		395.23	
0	Minnesota Public Facilities Authority	601-00000-000-23130	21,824.66	Public Facilities Loan Pmt - WWTP
0	Minnesota Public Facilities Authority	601-00000-000-22530	471,000.00	Public Facilities Loan Pmt - WWTP
0	Minnesota Public Facilities Authority	601-49430-000-46110	42,287.22	Public Facilities Loan Pmt - WWTP
0	Minnesota Public Facilities Authority	601-00000-000-23130	475,000.00	Public Facilities Loan Pmt - WWTP
0	Minnesota Public Facilities Authority	602-00000-000-22530	1,224,000.00	Public Facilities Loan Pmt - WWTP
0	Minnesota Public Facilities Authority	602-00000-000-23130	1,255,000.00	Public Facilities Loan Pmt - WWTP
0	Minnesota Public Facilities Authority	601-49430-000-46110	3,556.65	Public Facilities Loan Pmt - WWTP
0	Minnesota Public Facilities Authority	601-00000-000-22530	-21,824.66	Public Facilities Loan Pmt - WWTP
0	Minnesota Public Facilities Authority	601-00000-000-22530	-475,000.00	Public Facilities Loan Pmt - WWTP
0	Minnesota Public Facilities Authority	601-00000-000-22530	9,527.00	Public Facilities Loan Pmt - WWTP
0	Minnesota Public Facilities Authority	602-00000-000-22530	-1,255,000.00	Public Facilities Loan Pmt - WWTP
0	Minnesota Public Facilities Authority	602-49480-000-46110	136,578.00	Public Facilities Loan Pmt - WWTP
	Minnesota Public Facilities Authority		1,886,948.87	
175403	Minnesota State Colleges & Universities	101-42220-420-44330	50.00	Multi Regional Training Center Membership - Milewski
	Minnesota State Colleges & Universities		50.00	
175404	Minnesota Trade Office	290-46500-462-43430	1,750.00	EDA Marketing
	Minnesota Trade Office		1,750.00	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	198.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	198.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	406.59	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	215.02	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	215.02	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		1,232.63	
175405		241-46330-461-44375	242.00	August 2022 Utility Reimbursement 830 SW 9th Ave
			242.00	

Check Numb	Last Name	Acct 1	Amount	Description
0	Morgan Henry	602-49480-000-43310	67.00	Per Diem MWOA Conference
	Morgan Henry		67.00	
0	Motor Parts & Equipment Corp	101-45200-450-42210	119.65	Battery
0	Motor Parts & Equipment Corp	101-43121-430-42210	38.63	Air Filter - Street #302
0	Motor Parts & Equipment Corp	101-45200-450-42210	11.98	Wiper Blades
0	Motor Parts & Equipment Corp	101-45200-450-42210	1.76	Hose Clamps for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	1.31	Hose Clamps for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	0.88	Hose Clamps for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	2.56	Hose Clamps for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	3.50	Hose Clamps for Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	10.24	Hose Clamps for Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	3.84	Hose Clamps for Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	3.84	Hose Clamps for Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	5.12	Hose Clamps for Stock
0	Motor Parts & Equipment Corp	602-49450-000-42210	1.31	Hose Clamps for Stock
0	Motor Parts & Equipment Corp	101-42123-420-42110	62.40	Windshield Washer Fluid / Stock
	Motor Parts & Equipment Corp		267.02	
0	MTI Distributing Inc	101-45200-450-42210	607.67	Clutch Parts
0	MTI Distributing Inc	101-45127-450-42110	717.55	Irrigation Parts
	MTI Distributing Inc		1,325.22	
175406	Muddy Paws LLC	101-42700-420-43090	245.00	Pound Fees - January 2022
175406	Muddy Paws LLC	101-42700-420-43090	210.00	Pound Fees - February 2022
175406	Muddy Paws LLC	101-42700-420-43090	350.00	Pound Fees - March 2022
	Muddy Paws LLC		805.00	
175407	Nagel Helen M	603-49500-000-42110	125.00	Sod For Storm Repairs
175407	Nagel Helen M	101-45200-450-42110	723.50	Sod/Fertilizer
	Nagel Helen M		848.50	
175408		241-46330-461-44375	217.00	August 2022 Utility Reimb 904 B Spring Road
			217.00	
0	Orchard Trust Company	101-00000-000-21706	8,962.88	PR Batch 00515.07.2022 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21706	2,207.00	PR Batch 00515.07.2022 Roth Deferred Compensation

Check Numb	Last Name	Acct 1	Amount	Description
	Orchard Trust Company		11,169.88	
0	Paape Companies Inc	101-41940-410-44010	103.00	Update Server for HVAC Control System
	Paape Companies Inc		103.00	
0	Pepsi Cola of Mankato Inc	101-45125-450-42990	772.00	Soda for Resale at Aquatic Center
	Pepsi Cola of Mankato Inc		772.00	
175409	PERCS Index Inc. The	101-42121-420-43095	500.00	Evidence Manager Software
	PERCS Index Inc. The		500.00	
175410	Petty Cash	101-42110-420-43220	1.00	Postage Stamps
	Petty Cash		1.00	
175411	Piller Properties LLC	601-00000-000-20200	9.08	Refund Check 019284-025, 825 10 St SW
	Piller Properties LLC		9.08	
0	Plunkett's Pest Control	101-45122-450-44010	39.36	Pest Control
0	Plunkett's Pest Control	101-45126-450-44010	60.09	Pest Control
0	Plunkett's Pest Control	101-45500-450-44010	409.36	Pest Control 8/2022-7/2023
	Plunkett's Pest Control		508.81	
0	Property Pros	101-42700-420-43090	550.00	Mowed Old Clinic Property
0	Property Pros	898-46310-000-44010	21.00	#206 Changed Light
0	Property Pros	898-46310-000-44010	42.00	Clean Back Patio
0	Property Pros	241-46330-461-44010	21.00	1532 Western Ave Outlet Checked
0	Property Pros	241-46330-461-44010	189.00	1532 Western Repair Hole in Bsmt Wall/Screen Door Latch/Replace
0	Property Pros	241-46330-461-44010	567.00	1st Street SW Install Shed Door/Paint Exterior of Shed
0	Property Pros	241-46330-461-42110	17.17	914 SW 1st Street Ace Light Panel
0	Property Pros	241-46330-461-44010	294.00	523 Division Replaced Siding
0	Property Pros	241-46330-461-44010	263.00	49 Units Spray Weeds
0	Property Pros	898-46310-000-44010	42.00	#219 Living Room Sensor Removed
0	Property Pros	241-46330-461-44010	126.00	902 B Spring Road Check Window Caulk 904 D Spring Road Roof Repa
0	Property Pros	241-46330-461-42110	15.55	523 Division Ace Showerhead/Tape
0	Property Pros	241-46330-461-44010	550.00	49 Units Litter Removal July 2022
0	Property Pros	241-46330-461-42110	13.15	1814 Shumway Lamperts Pine

Check Numb	Last Name	Acct 1	Amount	Description
0	Property Pros	241-46330-461-44010	3,228.00	49 Units Mowing July 2022
0	Property Pros	241-46330-461-44010	189.00	1524 Western Patch Hole Basement Wall/Repair Cabinet Door
0	Property Pros	898-46310-000-44010	42.00	#221 Toilet Flapper Repair
0	Property Pros	241-46330-461-44010	168.00	1319 NW 7th Street Repair Siding & Paint
0	Property Pros	241-46330-461-44010	273.00	1520 Western Install Entry Door/Adjust 3 Doors
0	Property Pros	241-46330-461-44010	126.00	408 NW 13th Street Replace Bathroom Door
0	Property Pros	241-46330-461-42110	8.58	1524 Western Ace Glue
0	Property Pros	241-46330-461-44010	63.00	914 SW 1st Street Install Cover to Light Fixture
0	Property Pros	898-46310-000-44010	151.00	Spray Weeds
0	Property Pros	898-46310-000-44010	420.00	Remove Bushes Back Patio
0	Property Pros	241-46330-461-44010	42.00	523 Division Install New Shower Head
0	Property Pros	241-46330-461-42110	192.96	1st Street Shed Lamperts Pine/Fasteners/Hinges
0	Property Pros	241-46330-461-42110	184.43	1814 Shumway Lamperts Pine/Oak/Fasteners
0	Property Pros	211-46310-460-44010	100.00	16 SE 1st Street Mowing July 2022
0	Property Pros	898-46310-000-44010	730.15	Mowing July 2022
0	Property Pros	241-46330-461-42110	15.02	904 A Spring Road Faribault Fleet
0	Property Pros	241-46330-461-44010	189.00	900 C Spring Road Wall Repair From Leak Outside Water
0	Property Pros	241-46330-461-44010	42.00	904 A Spring Road Kitchen Light Repair
0	Property Pros	241-46330-461-44010	126.00	900 A Spring Road Replace Basement Door
0	Property Pros	241-46330-461-44010	609.00	1814 Shumway Patio Door Replaced
0	Property Pros	241-46330-461-44010	42.00	904 C Spring Road Toilet Repair
0	Property Pros	241-46330-461-44010	84.00	1532 Western Repair Holes in Foundation
0	Property Pros	241-46330-461-44010	147.00	408 NW 13th Street Siding Repair & Paint
Property Pros			9,883.01	
0	Public Employees Retirement Association	101-00000-000-21705	18,398.03	PR Batch 00515.07.2022 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	20,523.67	PR Batch 00515.07.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	17,787.13	PR Batch 00515.07.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	27,597.05	PR Batch 00515.07.2022 PERA Police & Fire
Public Employees Retirement Association			84,305.88	
0	R C Bliss Inc	101-45200-450-42210	140.63	Master Cylinder #8
0	R C Bliss Inc	101-42123-420-42210	400.64	Engine Bracket - Gaskets - Seal Assembly - Bolt / #24
0	R C Bliss Inc	101-42220-420-42210	84.84	Pressure Kit #2120
R C Bliss Inc			626.11	
175412	Rockmount Research & Alloys Inc	101-43126-430-42110	584.87	Cast Iron Welding Rod - Shop
Rockmount Research & Alloys Inc			584.87	

Check Numb	Last Name	Acct 1	Amount	Description
175413	Rodewald Merry	601-00000-000-20200	5.30	Refund Check 006243-000, 833 9 Ave SW
175413	Rodewald Merry	602-00000-000-20200	9.93	Refund Check 006243-000, 833 9 Ave SW
175413	Rodewald Merry	601-00000-000-20200	33.01	Refund Check 006243-000, 833 9 Ave SW
	Rodewald Merry		48.24	
175414	Roughton Thomas	601-00000-000-20200	7.54	Refund Check 024118-000, 1502 Carriage Cir
	Roughton Thomas		7.54	
175415	Salaba Ron	601-00000-000-20200	47.04	Refund Check 010490-013, 1011 Barron Rd
	Salaba Ron		47.04	
0	Sanco Equipment LLC	101-45200-450-42210	94.51	AC Compressor Parts
	Sanco Equipment LLC		94.51	
0	Schirmer Karl D	101-45500-450-44010	395.00	Carpet Maintenance
	Schirmer Karl D		395.00	
175416	Sherwin Williams Company #3037	101-45200-450-42230	65.76	Paint
175416	Sherwin Williams Company #3037	101-45200-450-42230	216.01	Paint
175416	Sherwin Williams Company #3037	101-45200-450-42230	115.92	Paint
	Sherwin Williams Company #3037		397.69	
175417	SHI International Corp	101-42124-420-43095	18.90	Adobe Pro License
175417	SHI International Corp	101-41580-410-43095	37.80	Adobe Pro License
175417	SHI International Corp	101-42700-420-43095	18.90	Adobe Pro License
	SHI International Corp		75.60	
0	Shred Right	101-42124-420-43090	20.25	Shredding Service
	Shred Right		20.25	
175418	██████████	241-46330-461-44375	214.00	August 2022 Utility Reimb. 1532 Western Ave
	██████████		214.00	
0	Slechta Heather	101-41320-410-43310	61.00	Mileage to MCFOA Meeting-Albert Lea

Check Numb	Last Name	Acct 1	Amount	Description
	Slechta Heather		61.00	
175419	Snyder Brittney	601-00000-000-20200	24.13	Refund Check 022621-000, 112 4 Ave SW
	Snyder Brittney		24.13	
0	Southwest Service Cooperative	101-00000-000-11510	823.17	Nancy Andrist Insurance
0	Southwest Service Cooperative	101-00000-000-11510	731.72	Jerry Marzahn Insurance
0	Southwest Service Cooperative	101-00000-000-11510	823.17	Paul Froman Insurance
0	Southwest Service Cooperative	101-00000-000-11510	421.48	Maggie Hunt Insurance
0	Southwest Service Cooperative	101-00000-000-21707	452.00	Healthy Invest
0	Southwest Service Cooperative	101-00000-000-21707	144,504.36	Health Insurance Premiums
0	Southwest Service Cooperative	101-00000-000-11510	731.72	Kimberly Lang Insurance
0	Southwest Service Cooperative	101-00000-000-11510	731.72	Carol Luczak-Dillerud Insurance
0	Southwest Service Cooperative	101-42123-420-41310	675.01	John Harmon Insurance
0	Southwest Service Cooperative	101-00000-000-11510	58.54	Dustin Delmonico Insurance
0	Southwest Service Cooperative	101-42123-420-41310	1,920.11	Maggie Hunt Insurance
0	Southwest Service Cooperative	101-00000-000-11510	823.17	Jackie Remme Insurance
0	Southwest Service Cooperative	101-42123-420-41310	673.18	Dustin Delmonico Insurance
0	Southwest Service Cooperative	101-00000-000-11510	148.16	John Harmon Insurance
	Southwest Service Cooperative		153,517.51	
175420	Star Sports & Apparel LLC	101-41110-410-42110	131.25	City Council Shirts
	Star Sports & Apparel LLC		131.25	
175421	State Industrial Products	602-49450-000-42110	47.03	Car Wash Soap
175421	State Industrial Products	101-43121-430-42110	451.94	Car Wash Soap
175421	State Industrial Products	603-49500-000-42110	6.70	Car Wash Soap
175421	State Industrial Products	601-49430-000-42110	47.03	Car Wash Soap
	State Industrial Products		552.70	
0	Stepp Manufacturing Co Inc	101-43121-430-42210	774.93	Heating Element - Street #401
	Stepp Manufacturing Co Inc		774.93	
175422	Streicher's Inc.	101-42110-420-42110	96.95	Commendation Bars
	Streicher's Inc.		96.95	

Check Numb	Last Name	Acct 1	Amount	Description
175423	Symitzcek Gary	601-00000-000-20200	1.83	Refund Check 019735-000, 718 6 St NW
	Symitzcek Gary		1.83	
175424	The UPS Store	601-49430-000-43250	17.87	Silica Sample Sent To MDH
	The UPS Store		17.87	
175425	Thimjon Jason & Rachel	601-00000-000-20200	11.55	Refund Check 023123-000, 1019 Valleyview Rd
	Thimjon Jason & Rachel		11.55	
175426	Thompson Tree Service	241-46330-461-44010	600.00	412 NW 13th Street Trim 2 Trees
	Thompson Tree Service		600.00	
175427	Timm's Trucking Inc	101-45200-450-42110	556.19	Black Dirt
	Timm's Trucking Inc		556.19	
175428	T-Mobile	101-45500-450-43096	278.37	Hotspots
	T-Mobile		278.37	
175429	Truck Center Companies East LLC	101-43121-430-42210	620.88	Brake Drums/Shoes/Wheel Seals/Air Lines/SCams-Street #110
175429	Truck Center Companies East LLC	101-43121-430-42210	66.51	Brake Slack Adjuster - Street #213
	Truck Center Companies East LLC		687.39	
0	Ultimate Safety Concepts Inc	101-42123-420-42410	2,047.20	Quic-Bar Tool (10)
0	Ultimate Safety Concepts Inc	101-42210-420-42230	384.00	DJ Hose 25' White Cpld 2.5"
	Ultimate Safety Concepts Inc		2,431.20	
175430	US Bank Equipment Finance	101-42400-420-44160	95.73	Copier Lease for Building Codes
	US Bank Equipment Finance		95.73	
0	Utility Consultants Inc	602-49480-000-43090	1,165.28	Lab Testing
	Utility Consultants Inc		1,165.28	
175431	Utility Logic LLC	602-49450-000-42410	458.44	Line Locator Transmitter

Check Numb	Last Name	Acct 1	Amount	Description
175431	Utility Logic LLC	601-49430-000-42410	458.45	Line Locator Transmitter
175431	Utility Logic LLC	603-49500-000-42410	458.44	Line Locator Transmitter
	Utility Logic LLC		1,375.33	
0	Valentyn Matthew	101-45200-450-42170	180.00	Safety Glasses Reimbursement
	Valentyn Matthew		180.00	
175432	Verizon Wireless	101-43110-430-43210	41.29	Cell Phone Service - PW Admin
175432	Verizon Wireless	603-49500-000-43210	41.29	Cell Phone Service - Storm Water Utility
175432	Verizon Wireless	101-41940-410-43210	82.58	Cell Phone Service - Building Maintenance
175432	Verizon Wireless	602-49450-000-43210	82.58	Cell Phone Service - Sewer Collection
175432	Verizon Wireless	101-42220-420-43210	152.23	Cell Phone Service - Fire Suppression
175432	Verizon Wireless	101-42123-420-43210	1,112.27	Cell Phone Service - Patrol
175432	Verizon Wireless	101-41510-410-43210	82.58	Cell Phone Service - Finance
175432	Verizon Wireless	101-42210-420-43210	82.58	Cell Phone Service - Fire Administration
175432	Verizon Wireless	902-00000-000-23935	3,121.16	Monthly Phone Bill-July
175432	Verizon Wireless	101-42700-420-43210	165.16	Cell Phone Service - Special Services
175432	Verizon Wireless	240-46210-460-43210	65.47	Cell Phone Service - Community Development
175432	Verizon Wireless	101-45500-450-43210	24.18	Cell Phone Service - Library
175432	Verizon Wireless	101-42400-420-43210	203.89	Cell Phone Service - Building Codes
175432	Verizon Wireless	101-43190-430-43210	41.29	Cell Phone Service - Engineering
175432	Verizon Wireless	101-41580-410-43210	82.58	Cell Phone Service - IT
175432	Verizon Wireless	902-00000-000-23935	-3,121.16	Monthly Phone Bill-July
175432	Verizon Wireless	101-45110-450-43210	241.84	Cell Phone Service - Parks & Rec
175432	Verizon Wireless	101-42121-420-43210	289.03	Cell Phone Service - Investigations
175432	Verizon Wireless	101-42110-420-43210	165.16	Cell Phone Service - Police Administration
175432	Verizon Wireless	601-49430-000-43210	165.16	Cell Phone Service - Water Distribution
	Verizon Wireless		3,121.16	
0	Virg's Appliance Service Inc	241-46330-461-44050	994.00	404 NW 13th Street Refrigerator
0	Virg's Appliance Service Inc	241-46330-461-44010	85.00	1323 NW 7th Range Repair
0	Virg's Appliance Service Inc	241-46330-461-44010	85.00	1814 Shumway Range Repair
	Virg's Appliance Service Inc		1,164.00	
175433	Wal-Mart	101-45140-450-43130	52.94	Safety Camp Food
175433	Wal-Mart	101-45140-450-42110	69.21	Fun Center Supplies
175433	Wal-Mart	101-42110-420-42230	396.32	TV for Break Room
175433	Wal-Mart	101-45140-450-42110	51.53	Washington Camp Supplies
175433	Wal-Mart	101-45122-450-42115	35.40	Coffee and Creamer

Check Numb	Last Name	Acct 1	Amount	Description
175433	Wal-Mart	101-45110-450-42010	1.05	Planner
175433	Wal-Mart	101-45125-450-42110	38.96	Lifeguard Training Drills-Crew Undershirts
	Wal-Mart		645.41	
175434	Walstein Howard	101-45130-450-43131	550.00	Concert in the Park Band Fee - Aug. 11
	Walstein Howard		550.00	
175435	Weiers Nick	601-00000-000-20200	22.59	Refund Check 021241-000, 824 3 St SW
	Weiers Nick		22.59	
175436	Xcel Energy	898-46310-000-43810	4,456.34	51 Units Electric Thru 7/11/2022
	Xcel Energy		4,456.34	
175437	Zep Sales & Service	101-43126-430-42110	130.93	Floor Scrubbing Soap - Shop
	Zep Sales & Service		130.93	
			2,555,201.15	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: August 10, 2022
SUBJECT: Resolution 2022-162 Accept Donations to Parks and Recreation Department

Background:

Donations are received on behalf of the Faribault Parks and Recreation Department. These monetary donations are received to support existing programs and to provide enhancements to the City of Faribault Parks and Recreation Department.

This is a request to accept the following donations for the designated areas:

Parks – Arbor Day Trees	\$1000
Pet Parade	\$200
Aquatics – Swimwear	\$250
Aquatics – Swim Lessons	\$10,000

Recommendation:

Staff recommends approval of Resolution 2022-162 Accept Donations to Parks and Recreation Department in the amount of \$11,450.00.

Attachments:

1. Resolution 2022-162 Accept Donations to Parks and Recreation Department

CITY OF FARIBAULT

RESOLUTION #2022-162

ACCEPT DONATIONS TO PARKS AND RECREATION DEPARTMENT

WHEREAS, Faribault Parks and Recreation Department is responsible for providing programs and leisure activities to the City and surrounding townships; and

WHEREAS, attached businesses and individuals would like to donate to the Faribault Parks and Recreation Department; and

WHEREAS, Faribault Parks and Recreation Department received the following donations to be used towards the listed accounts;

Parks – Arbor Day Trees	\$ 1,000.00
Pet Parade	200.00
Aquatics	10,250.00

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes Faribault Parks and Recreation Department to accept the donations of \$11,450.00 for the specified funds.

Date Adopted: August 10, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

DONATIONS

Parks – Arbor Day Trees

GROWS	\$ 1,000.00
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Pet Parade

1 st United Bank	\$ 100.00
Gary L. Voegelé, PA	50.00
State Bank of Faribault	<u>\$ 50.00</u>
Total	\$ 200.00

Aquatics

Faribault Foundation - swimwear	\$ 250.00
Anonymous – swim lessons	<u>\$10,000.00</u>
Total	\$10,250.00



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Manager
MEETING DATE: August 10, 2022
SUBJECT: Resolution 2022-163 Approve Hiring of Housing Coordinator

Background:

Due to the Community and Economic Development Department reorganization that was approved by City Council, there is a need to fill a Housing Coordinator position. The position was posted and open to receive applications from June 2, 2022 to July 1, 2022.

Eleven applications were received and reviewed for the position. From that review, eight applicants were selected for interviews. Interviews were held on July 27, 2022. The interview panel consisted of Deanna Kuennen, Community and Economic Development Director, and Kevin Bushard, Human Resources Manager. From those interviews, staff has selected Rebecca Rand-Johnson as the recommendation for hire.

Resolution 2022-163 approves the hiring Rebecca Rand-Johnson. Rebecca would be hired at Grade "J" Step 3 as per the 2022-2024 Non-Union Compensation Plan.

Recommendation:

Approve Resolution 2022-163, approving the hiring of Rebecca Rand-Johnson as the Housing Coordinator for the City of Faribault.

Attachments:

1. 2022-163 Approve Hiring of Housing Coordinator

CITY OF FARIBAULT

RESOLUTION #2022-163

APPROVE HIRING OF HOUSING COORDINATOR

WHEREAS, the City of Faribault (the "City") presently has a vacant Housing Coordinator position that needs to be filled by a qualified candidate; and

WHEREAS, the City has advertised and interviewed for the Housing Coordinator position with the City; and

WHEREAS, the City Council desires to fill the vacant Housing Coordinator position.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Rebecca Rand-Johnson shall be extended an offer of employment to fill the vacant Housing Coordinator position.

Date Adopted: August 10, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Manager
MEETING DATE: August 10, 2022
SUBJECT: Resolution 2022-164 Approve Hiring of
Community Development Coordinator

Background:

Due to the Community and Economic Development Department reorganization that was approved by City Council, there is a need to fill a Community Development Coordinator position. The position was posted and open to receive applications from June 2, 2022 to July 1, 2022.

Fourteen applications were received and reviewed for the position. From that review, four applicants were selected for interviews. Interviews were held on July 28, 2022. The interview panel consisted of Dave Wanberg, City Planner, Deanna Kuennen, Community and Economic Development Director, and Kevin Bushard, Human Resources Manager. From those interviews, staff has selected Mathias Hughey as the recommendation for hire.

Resolution 2022-164 approves the hiring of Mathias Hughey. Mathias would be hired at Grade "H" Step 4 as per the 2022-2024 Non-Union Compensation Plan.

Recommendation:

Approve Resolution 2022-164, approving the hiring of Mathias Hughey as the Community Development Coordinator for the City of Faribault.

Attachments:

1. Resolution 2022-164 Approve Hiring of Community Development Coordinator

CITY OF FARIBAULT

RESOLUTION #2022-164

APPROVE HIRING OF COMMUNITY DEVELOPMENT COORDINATOR

WHEREAS, the City of Faribault (the "City") presently has a vacant Community Development Coordinator position that needs to be filled by a qualified candidate; and

WHEREAS, the City has advertised and interviewed for the Community Development Coordinator position with the City; and

WHEREAS, the City Council desires to fill the vacant Community Development Coordinator position.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that Mathias Hughey shall be extended an offer of employment to fill the vacant Community Development Coordinator position.

Date Adopted: August 10, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block
MEETING DATE: August 10, 2022
SUBJECT: Approve Hangar Rental Agreement

Background:

The City has received a Hangar Rental Agreement from Paul Snyder of Faribault MN. The lease term expires on December 31, 2023.

Recommendation:

Staff recommends that the Council approve the above referenced Hangar Rental Agreement.

Attachments:

1. Paul Snyder Hangar Agreement 07-22-2022__

HANGAR RENTAL AGREEMENT

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

This hangar rental agreement is made on: 7-22-2022

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

SECTION 1 – OCCUPANT

1.1 Occupant Name: Paul Snyder

Occupant Address: 17969 Roberts Lake Blvd
Faribault, MN 55021

Phone: 

E-Mail (optional) 

Aircraft Registration No. N8177F

Referred to as the "Occupant" in this document.

- 1.2 Registered Aircraft Owner/Lessee. The occupant must be a registered aircraft owner or lessee. The occupant must provide the City with a copy of aircraft registration and/or aircraft lease. These documents must be on file with the City prior to occupying a hangar. The occupant must inform the City of any changes in their status as to ownership or lease of an aircraft. From time to time, the City may require occupants to provide copies of their most recent aircraft registration.
- 1.3 Grace Period for Providing Registration/Lease Documentation. An existing hangar occupant must retain a valid aircraft registration or lease document to maintain possession of the hangar. There is an automatic sixty-day grace period for existing occupants to provide current aircraft registration or lease documents to the City. The City may, at its option, grant an additional sixty-day grace period to an existing occupant, if an existing occupant makes a written request and the City approves the request.

SECTION 2 – HANGAR

- 2.1 Hangar. This agreement is for Hangar # 723, in Building # 2 as identified on the map maintained by the City of Faribault Public Works Department.
- 2.2 Use of Hangar. The occupant has the right and privilege to use the hangar to store aircraft during the term of this agreement. The occupant's rights and privileges to use the hangar only pertain to aircraft storage and to no other purpose without the prior written consent of the City, except that other items incidental to the use of an aircraft may be stored therein.
- It is the intention that the hangar leased pursuant to this agreement shall not be used for commercial purposes. Storage of an airplane owned by, or used in a business, where such use is incidental to the business, shall not be deemed commercial use of the hangar. The occupant may service and maintain occupant's aircraft, but may not service aircraft owned by others in the rented hangar space.
- 2.3 Hangar Door to be Closed. The occupant is responsible for ensuring the hangar door is closed at all times, except when entering or exiting the hangar. The occupant is responsible for, and holds the City harmless from, any damage or destruction to the door or to the hangar attributable to or caused wholly or partly by the occupant's failure to comply with this provision.
- 2.4 Condition of the Hangar. The occupant accepts the hangar in the condition existing on the date of this agreement. The City has no obligation to make any alteration, addition or improvement to the hangar.
- 2.5 Maintenance of the Hangar. The occupant, at occupant's own expense, must maintain the hangar in a safe, non-hazardous, neat, clean, and sanitary condition. No explosive, flammable or hazardous materials shall be stored in the leased hangar, provided, however, that materials incidental to the use and maintenance of the aircraft stored in the hangar may be kept in the hangar in such amounts as are reasonable for the above described purposes. Storage and use of such materials shall, at all times, comply with all federal, state and local laws, ordinances and regulations. Improper handling or disposal of hazardous materials shall be grounds for termination of this agreement.

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

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

- 2.6 Fixtures; Improvements. The occupant cannot attach or install any fixture in the hangar, nor can the occupant repair, reconstruct, enlarge, add to or alter the hangar or any part of the hangar, without prior written consent of the City. Any fixtures or improvements added will be at the occupant's sole expense.
- 2.7 Ownership. The hangar, and all structural repairs, improvements, alterations, or additions made by the occupant, and any fixtures permanently attached to the hangar during the term of this agreement, become and remain the property of the City.

SECTION 3 – PAYMENTS, OTHER OCCUPANT RESPONSIBILITIES

- 3.1 Term. This agreement takes effect on the date hereof, and expires on December 31, 2023. This agreement will automatically renew on a month by month basis, beginning on the first day of month following the expiration date of this agreement, or on other date as described in this agreement. The agreement automatically renews for an unlimited number of additional one-month terms until the agreement is terminated for any of the reasons described in the termination section of this agreement. An additional monthly fee (as provided for in the City's adopted fee schedule) will be assessed after the expiration of this agreement, and until a new agreement is signed.
- 3.2 Payments. The occupant must pay the amount identified in the City's fee schedule to the City on or before the first day of each month. The City Council reviews, revises and adopts the fee schedule annually. So long as payments are received in a timely manner, this agreement will remain in effect. Payments are to be made at the time and place indicated on the monthly billing. Correspondence can be sent to: Public Works Department, City of Faribault, 208 NW 1st Ave, Faribault, MN 55021, and (507) 333-0361. Occupants are responsible for informing the City of any changes in billing address.
- 3.3 Utilities. No utilities may be connected to a hangar, other than electricity provided by the City, unless prior written consent is received from the City. In the case of additional permitted utilities, the occupant is responsible for promptly paying all charges for using utilities. Utilities include, but are not limited to: water, gas, electricity, telephone, rubbish removal, or any other utility used or consumed in connection with or in the hangar during the term of this agreement. The occupant must be able to, within a reasonable time after a request by the City, provide proof of utility payments to the City.

- 3.4 Taxes. Should a determination be made that the interest of the occupant in this agreement is taxable in any way, and should any tax be levied, the occupant is responsible for promptly paying the tax when due. The occupant must be able to, within a reasonable time after a request by the City, provide proof of tax payments to the City.
- 3.5 Mortgages; Assignment. The occupant cannot mortgage, encumber, assign as security, transfer, assign, or sublet their interest in this agreement, in whole or in part, without receiving prior written consent from the City. Violations of this provision will terminate this agreement.

SECTION 4 – CITY OF FARIBAULT RIGHTS, RESPONSIBILITIES

- 4.1 Inspection. The occupant must allow the City access to the hangar, for the purpose of conducting inspections of the hangar to determine whether the occupant is complying with the provisions of this agreement. The occupant may be a party to the compliance inspection; however, the City is not required to notify the occupant nor make any accommodation to the occupant before conducting compliance inspections.
- 4.2 Maintenance. The occupant must allow the City access to the hangar, for the purpose of conducting maintenance on the hangar. The occupant may be a party to access for maintenance purposes; however, the City is not required to notify the occupant of its intent to conduct maintenance.
- 4.3 Access to Aircraft. The City of Faribault will not operate, move, or otherwise change the position of any aircraft. The Fixed Base Operator, or occupant will be contacted to operate, move, or otherwise change the position of any aircraft, if such action is necessary for inspection or maintenance in a hangar. During periods of maintenance and/or inspection of hangars, should the aircraft need to be tied down on the apron, any fees that are or may be in place will be waived.
- 4.4 Residential Through the Fence Access. The City of Faribault will not permit or enter into any arrangements that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport.

SECTION 5 – TERMINATION PROVISIONS

- 5.1 Termination. Either party to this agreement may, at any time and for any reason, terminate this agreement upon thirty days advance written notice to the other party. Billing for final payment will include the last full month (including periods of more than fifteen days).
- 5.2 Default. In the event the occupant defaults in the performance of any provisions of this agreement and the default continues for a period of twenty days after service of written notice of the default by the City on the occupant, the City may repossess the hangar or

any portion of it with or without terminating this agreement. Any such action by the City is done without prejudice to any other remedy for any payments due the City or other breach of agreement provision. In the case of default by the occupant, the City may, at its option, terminate this agreement by giving written notice of the termination. The rights and remedies given to the City are deemed to be cumulative, and the exercise of one cannot be deemed to be an election by the City to exclude the exercise of any other right or remedy at a different time.

- 5.3 Destruction. In the event the hangar is destroyed by any cause, whether natural or man-made, or is rendered unusable for any reason (as determined by the City), this agreement immediately and without further action terminates. In such an event, the occupant is to surrender possession of the hangar to the City. The City is to refund any amounts paid by the occupant as consideration, for the month in which such destruction occurs. The refund is to be equal to the proportion of the number of days in the month following the destruction to the number of days in the month.
- 5.4 Notice of Vacation. Prior to vacating the hangar for any reason, the occupant is to deliver to the City a notice of their intent to vacate the hangar. The occupant understands and agrees that up to five days before vacating the hangar and up to three days after vacating the hangar, the City may conduct vacation inspections to determine whether the occupant has complied with the provisions of this agreement. The occupant may be a party to the vacation inspection; however, the City is not required to make unreasonable accommodations in order to allow the occupant to be present at vacation inspections.
- 5.5 Removal of Items. The occupant cannot, under any circumstances, remove any property belonging to the City, including fixtures attached to and made part of the hangar, from the hangar.
- 5.6 Surrender of Possession. The occupant must peaceably vacate and quietly yield and surrender the hangar upon termination of this agreement. The occupant must surrender the hangar to the City in as good condition and repair as existed the date the occupant began using the hangar, with reasonable wear and tear excepted. Keys issued, as well as any copies that may have been made, must be given to the City upon termination.

SECTION 6 – OTHER PROVISIONS

6.1 Liability provisions; Indemnification; Insurance:

Notwithstanding anything to the contrary in this agreement, the City, its officers, agents, and employees shall not be liable or responsible in any manner to the occupant, occupant's successors or assigns, the occupant's contractor or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this agreement or the performance of this agreement, nor will the occupant make any claim against the City for or on account of any injury, loss or damage resulting from the occupant's property or use thereof. The occupant, and the occupant's successors or

assigns, agree to protect, defend and save the City, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting services, and other technical, administrative or professional assistance. Nothing in this agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.

The occupant shall obtain and keep current a liability insurance policy in at least the sum of \$1,500,000 (aggregate, \$500,000 each person) coverage. The occupant shall during the term of this agreement adequately insure against any loss or damage to the hangar premise in the amount required by the City in its sole discretion. The occupant's policy shall include the City as an additional insured, shall be in a form acceptable to the City and shall provide insurance with respect to occupant's full indemnification and defense responsibilities contained in this agreement. All required insurance policies shall insure on an occurrence and not a claims-made basis, shall be issued by insurance companies which are reasonably acceptable to the City, and shall not be cancelable, reduced or materially changed unless thirty (30) days prior written notice shall have been given to the City. The occupant shall provide the City with a current certificate of liability insurance consistent with these requirements.

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

- 6.2 Transferring, subletting, selling: The occupant shall not assign, transfer, sublet or sell any interest in this agreement or in the improvements located on the property. Upon termination of this agreement by either party under the provisions of this agreement, the hangar will be made available for rent to interested parties on the waiting list maintained by the Airport Manager. No exceptions to this provision shall be permitted without prior written consent of the City. Failure to obtain prior written consent before assigning, subletting, or selling any interest in this agreement or in the improvements located on this property shall be sufficient grounds for terminating this agreement without obligation of the City to the occupant.
- 6.3 Use of Airport Facilities. The occupant has the privilege of using the public portions of the airport. Use of the airport is under the rules and conditions as now exist or may be enacted in the future by the City, the State of Minnesota, or the United State government. The occupant is subject to customary charges for such use as may be established from time to time by the City.
- 6.4 Compliance with Laws. The occupant agrees to abide by and conform to all laws, rules, and regulations, including future amendments, controlling or affecting the use or occupancy of the hangar.

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

6.6 Civil Rights: Occupant agrees that it will comply with applicable laws, statutes and rules that are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates occupant or its transferee for the period during which federal assistance is extended to the airport, except where federal assistance is to provide, or is in form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (1) the period during which the property is used by the sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (2) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

6.7 General Provisions:

a. Airport Access

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

b. Waiver

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

c. Headings

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

d. Entire Agreement; Amendments

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

e. Severability

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

f. Choice of Law and Venue

This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this agreement shall be heard in the state or federal courts of Minnesota, and all parties to this agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

g. Public Data

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

h. Commitments to Federal and State Agencies

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

i. Successors

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

j. Relationship of Parties

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

k. Multiple Parties

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

l. Consent and Approvals

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

m. Notice

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

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

If to the occupant: Paul Snyder
 17969 Roberds Lake Blvd
 Faribault, MN 55021

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

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

The term of this agreement begins on the date indicated: August 1, 2022

CITY OF FARIBAULT:

Dated: _____

By: _____
Kevin F. Voracek
Mayor

Attest: _____
Timothy C. Murray
City Administrator

OCCUPANT:

Dated: 7-22-22

By: 
Occupant



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: August 10, 2022
SUBJECT: Approve 2022 - 2023 Youth Liaison Agreement with Faribault School District #656

Background:

The City of Faribault School District has had in place an agreement for the city to provide two officers to act in a liaison capacity with students and staff within the school system. The agreement attached is the same agreement updated to reflect the City's costs of the base wages of two officers performing this service for nine months. There is a 2% cost of living increase of \$2,317.71 for this agreement over the past year to a total of \$118,203.38 reflecting a portion of the increasing personnel costs of the city.

Recommendation:

Approve execution of this agreement for the 2022 - 2023 school year

Attachments:

1. 2022-2023 Agreement

**2022-2023 Agreement Between
The City of Faribault**

AND

**Faribault School District #656
For Youth Liaison Program**

This agreement is between the City of Faribault (City) and Faribault School District #656 (School District).

Whereas, the City and School District wish to continue a positive working relationship in order to foster a productive learning environment in the school system and help to develop citizenship skills for students, and

Whereas, the School District and City desire to join in a mutual effort to curb delinquency, crime and drug abuse in the community and develop a better community understanding of law and law enforcement, and

Whereas, the City and School District have jointly operated the Youth Liaison programs for a number of years successfully.

Now, therefore, the City and School District agree as follows:

YOUTH LIAISON

A. Scope of Services – City

1. The City through the Police Department shall provide licensed police officers to serve as youth liaison officers between the Police Department and School District to assist in the establishment and coordination of a cooperative community approach among schools, parents, police, and other resources in reaching juvenile and community groups related to juvenile behavior and law enforcement issues. The City will retain appointment authority.
2. The Youth Liaison Officer's duties will be as follows:
 - a. Develop positive channels of communication between students, school system, and law enforcement agencies.
 - b. Participate in the school's educational process to educate students about the law enforcement agencies and their role in the community.

- c. Assist the School District in dealing with behavioral issues of students and non-students as they relate to school operations and community activities, with the understanding that criminal investigations and enforcement activities will take priority.
- d. Develop methods for creating positive working relationships between the Police Department and the School District.
- e. Confer with parents, students, neighbors, school personnel, and other members of the community regarding juvenile behavioral issues and ways to improve safety response.
- f. Conduct investigations and facilitate problem solving within the school and surrounding community, both criminal and other, as deemed necessary by the police department.
- g. Provide guidance to the school system on how they can better address student behavioral issues related to law enforcement concerns such as loitering, theft, physical violence, racial or sexual abuse.
- h. Take part in community functions as necessary to become acquainted with parents, business people, and community leaders.
- i. Take an active role in development of youth liaison work program and its evaluation.

B. Scope of Services – School District

- 1. It shall be the responsibility of the School District to:
 - a. Provide guidance and assistance to the School Liaison Officer through principals, teachers, administrative staff, and student body.
 - b. Provide meeting space and support services in both the Middle and Senior High Schools for use by the Liaison Officer to meet with students and staff on a public and private meeting basis.
 - c. Provide clerical help and assistance to the Liaison Officer when needed by them within any school in which they are working based on mutual agreement with the school principal.
 - d. The School District agrees to cooperate with the City on future community policing activities.
 - e. Provide opportunities for officer involvement in student and faculty programs and activities.
 - f. The liaison officer will be afforded the same status as other professional district staff and encouraged to attend staff meetings upon invitation.

C. Accountability

1. The administration of the School District and the City/Police Department commit to providing the necessary support to make the youth liaison program successful. This support will include the following but not be restricted to this list:
 - a. In August, before the beginning of each school year, to have a joint City/School District administrative meeting to outline the objectives, work program, and outcomes for the youth liaison program for the coming school year.
 - b. Include in the work program frequent and periodic contacts between the school liaison officer and the student council, facility committees, parent/teacher organizations, administrative staff meetings, and other appropriate groups.
 - c. Bi-weekly meetings between the Liaison Officer and the principals at the High School and at the Middle School to discuss issues of mutual concern.
2. The City and School District recognize that the Liaison Officer is not designed to deal with all law enforcement issues related to the School District or juvenile population. The City and School District will work to involve all police officers in school and juvenile issues.
3. In June of each year, the administrative staff of the City and School District will meet to review the progress of the school liaison program for the previous school year. The Liaison Officer, in conjunction with the Middle School and Senior High principals, will provide a written report to the City Administrator and School Superintendent on the school liaison program activities and their evaluation of it.

GENERAL PROVISIONS:

1. The City and the School District agree to defend and indemnify the other party, its officials, its employees, and agents from any and all liability, loss or damage it may suffer from a result of claims, demands, judgements or costs, including reasonable attorney fees arising out of or related to its performance under this agreement. Further, each party agrees to hold harmless the other for damage to its property arising out of the performance of the Agreement by the other Party, employees or agents except to the extent such may be independently insured for such loss.
2. This agreement shall be effective upon execution by both parties and will automatically renew each year unless a party notifies the other party 90 days prior to expiration of the agreement that they wish to terminate the contract.

3. Either party may terminate this agreement for cause on 90 days written notice to the other party. If this agreement is terminated by the School District, the City shall receive from the School District the funds allocated for the program based on services provided through the date of termination.
4. The City and the School District will review the long term funding of these programs on a continuous basis.
5. While staffing will remain the same for 2022-2023, the City and School District will each provide input and work together and come to agreement on any future selected candidates to be considered for School Resource Officer.

School District will pay to the City for the Liaison program a total of \$118,203.38, which will be made in two equal payments on December 15, 2022 and March 15, 2023.

Executed this _____ day of _____, 2022.

City of Faribault

Mayor

City Administrator

Date

Faribault School District #656

Chairman of the Board

Superintendent of Schools

Date



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: August 10, 2022
SUBJECT: Resolution 2022-169 Approving Purchase and Development Agreement for Property Described as Lot 1, Block 1, Riverchase Addition

Background:

The City has been working with Mac Hamilton and Riverchase Faribault LLC (Developer), since March 2022 on the redevelopment of the city-owned land south of the viaduct. Over the last few months, Staff, City Attorney, and the Developer have been finalizing the Purchase and Development Agreement. The details have been finalized at this time - identifying public improvements, private improvements, purchase price, platting, and other provisions - which are reflected in the Purchase and Development Agreement for the property located at Lot 1, Block 1, Riverchase Addition. Once the agreement is executed, the Developer can move forward with site preparation and construction, which is anticipated to start in September 2022.

Recommendation:

Approve Resolution 2022-169 Approving Purchase and Development Agreement for Property Described as Lot 1, Block 1, Riverchase Addition

Attachments:

1. Resolution 2022-169 Approving Purchase and Development Agreement for Property Described as Lot 1 Block 1 Riverchase Addition

CITY OF FARIBAULT

RESOLUTION #2022-169

APPROVE PURCHASE AND DEVELOPMENT AGREEMENT FOR PROPERTY DESCRIBED AS LOT 1, BLOCK 1, RIVERCHASE ADDITION

WHEREAS, the City of Faribault, a Minnesota municipal corporation (the "City"), and Riverchase Faribault LLC, a limited liability company ("Developer") are jointly involved in developing property legally described as Lot 1, Block 1, RIVERCHASE ADDITION (the "Property"); and

WHEREAS, a Purchase and Development Agreement (the "Agreement") providing for the terms and conditions for the conveyance and development of the Property has been prepared, with such Agreement being as set forth in Exhibit A and incorporated into and made a part of this Resolution; and

WHEREAS, the City desires to enter into the Agreement to further facilitate development and conveyance from the City to the Developer of the Property and deems such development and conveyance to be in the public's interest; and

WHEREAS, the City has followed applicable statutory, charter and code provisions and the City finds that entering into the Agreement regarding the Property will fulfill the objectives, goals and mission of the City; and

NOW, THEREFORE BE IT RESOLVED, that the recitals set forth in this Resolution are incorporated into and made a part of this Resolution.

ALSO, BE IT RESOLVED, that the Agreement is approved in substantially the form presented to the City Council on this date, subject to modifications that do not materially alter the City's rights and obligations under the Agreement and that are approved by the City's Mayor and City Administrator, which approvals shall be conclusively evidenced by execution of the Agreement.

ALSO, BE IT RESOLVED, that the Mayor and the City Administrator of the City are hereby authorized and directed to execute all appropriate documents and additional agreements, including but not limited to the Agreement, to effectuate and implement the approvals contemplated by

this Resolution.

ALSO, BE IT RESOLVED, that the Mayor, City Administrator, staff and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution.

Date Adopted: August 10, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A
PURCHASE AND DEVELOPMENT AGREEMENT

**PURCHASE AND DEVELOPMENT AGREEMENT
FOR
LOT 1, BLOCK 1, RIVERCHASE ADDITION**

THIS PURCHASE AND DEVELOPMENT AGREEMENT (the “Agreement”) is made this 10th day of August, 2022, by and between the CITY OF FARIBAULT, a Minnesota municipal corporation (the "City"), and Riverchase Faribault LLC, a limited liability company formed under the laws of Minnesota (the "Developer").

Recitals

A. The City is the fee owner of certain real estate located in the city of Faribault, Rice County, Minnesota, which is legally described in Exhibit A, attached hereto (the "Property").

B. The City has platted the Property as part of RIVERCHASE ADDITION (the “Plat”), which preliminary and final plat were approved in Resolution No. 2022-153 which was adopted by the City Council on August 10, 2022 (the “Authorizing Resolution”). The Property has also been rezoned to Central Business District (CBD), pursuant to Ordinance 2022-24, which was approved by the City Council on August 10, 2022 (collectively, with the Authorizing Resolution, the “City Approvals”).

C. The Developer desires to purchase, and the City desires to sell the Property, pursuant to that certain Preliminary Development Agreement entered into between the parties, dated March 16, 2022, (the “Preliminary Development Agreement”) which is incorporated by reference into and made a part of this Agreement as if fully set forth herein, and pursuant to the terms of this Agreement.

D. The sale of the Property in accordance with the terms of this Agreement based on the Developer’s express agreement to carry out the terms of this Agreement.

Agreement

In consideration of each party's promises as set forth in this Agreement, it is mutually agreed as follows:

ARTICLE ONE

REPRESENTATIONS AND WARRANTIES

1.01. City’s Representations and Warranties. The City makes the following representations as the basis for the undertakings on its part contained herein:

A. The City is a municipal corporation under the laws of Minnesota.

B. The City is the fee owner of the Property.

C. The City has the right, power and authority to execute, deliver and perform its obligations under this Agreement.

1.02. Developer’s Representations and Warranties. The Developer makes the following representations as the basis for the undertakings on its part contained herein:

A. The Developer is a domestic limited liability company formed under the laws of the state of Minnesota.

B. The Developer has the right, power and authority to execute, deliver and perform its obligations under this Agreement. The Developer assures the City that the individual who executes this Agreement on behalf of the Developer is duly authorized to sign on behalf of the Developer and to bind the Developer thereto.

C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound, which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree, which would prohibit the execution or performance of this Agreement by the Developer or prohibit any of the transactions provided for in this Agreement.

D. The Developer has complied with and will continue to comply with all applicable federal, state and local statutes, laws, ordinances and regulations including, without limitation, any permits, licenses and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property or the Improvements. The Developer is not aware of any pending or threatened claim of any such violation. Without limitation of the foregoing, the Developer expressly acknowledges and agrees that it has and shall at all times comply with each and every provision of the City's subdivision, zoning, and other related municipal code regulations.

E. There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or threatened against or affecting the Developer. The Developer is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

F. None of the representations and warranties made by the Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by the Developer or on its behalf contains or will contain any untrue statement of material fact or omits any material fact, the omission of which would be misleading.

G. The Developer has sufficient funds or has obtained a commitment for financing in an amount adequate to finance construction of the Public Improvements and other work that may be undertaken by the Developer in conjunction with said improvements.

1.03. Incorporation of Recitals and Exhibits. The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

ARTICLE TWO CONSTRUCTION OF IMPROVEMENTS

2.01. Public Improvements. The Developer shall not be responsible for any public improvements associated with the Redevelopment Plan and Minimum Improvements, both as hereinafter defined, regarding the Property. The City intends and shall endeavor to furnish and install necessary public improvements (the "Public Improvements") associated with the Property pursuant to a City project presently scheduled to occur in 2022 and 2023.

A. Streets. The City shall be responsible for one hundred percent (100%) of the cost of the public streets to be constructed serving and adjacent to the Property. The Developer shall be responsible for providing

the City with the locations and dimensions of driveways serving the Property to be incorporated into the City's plans for the public street improvements.

B. Utilities. The City shall be responsible for one hundred percent (100%) of the cost to extend City water and sanitary sewer services to the Property and construct a public lift station, if necessary. The Developer shall be responsible for providing utility service sizes and locations needed to serve the Property.

C. Stormwater Management Facilities. The City shall be responsible for one hundred percent (100%) of the cost to provide regional stormwater management facilities to serve the Property as well as other contributing areas, and this shall be deemed adequate to meet the stormwater treatment requirements for the redevelopment of the Property by the Developer. The Developer shall be responsible for providing their storm sewer system and drainage design to the City in coordination with the City's design of the regional system. The Developer shall be responsible for the connection of their private system into the regional system at those locations and in such a manner as directed by the City. If the regional stormwater management facilities are not completed prior to the time the Developer is prepared to make connections, the City shall provide a temporary discharge location or locations to receive stormwater runoff from the Property. Developer shall be responsible for the costs of any temporary connections to the storm sewer.

D. Property Monumentation. The City agrees to provide sufficient temporary property monumentation, installed by or under the direction of a registered land surveyor, prior to and during the course of the construction of the development to ensure proper layout. The City further agrees to install and/or verify all permanent subdivision monumentation before the City's issuance of the final certificate of occupancy or one year from the date of recording of the Plat. The Developer shall exercise all caution during redevelopment of the Property to protect subdivision monumentation, and shall be responsible for the cost of the replacement of damaged or removed monumentation caused by their activities. All subdivision monumentation (property irons) shall be marked with a steel or fiberglass fence post (a minimum of four (4) feet high above the ground) for ease of locating.

E. Underground Utilities. In accordance with Sec. 15-380 of Appendix B (Unified Development Regulations) of the City Code of Ordinances, all utilities that serve newly developing areas are to be placed underground, unless overhead utilities are required based on a determination by the City Engineer. Both parties to this Agreement acknowledge that high voltage electric transmission lines will be overhead.

2.02. Private Improvements. Consistent with the requirements of the Contract for Private Development by and between the Economic Development Authority of the City of Faribault (the "Authority") and the Developer (the "Contract") which is incorporated by reference into and made a part of this Agreement as if fully set forth herein, the Developer agrees that it will construct the Minimum Improvements and all elements associated therewith on the Property in accordance with the Construction Plans. The Developer acknowledges that, in addition to the requirements of the Contract and this Agreement, construction of the Minimum Improvements will necessitate compliance with other reviews and approvals by the City and possibly other governmental agencies and, to the extent such approvals have not already been obtained, agrees to submit all applications for and pursue to their conclusion all other approvals needed prior to constructing the Minimum Improvements.

All defined terms of the Contract shall have the same meaning in this Agreement and all other requirements of the Contract as to the Minimum Improvements shall be satisfied and adhered to by the

Developer as if such requirements were fully set forth in this Agreement. The site plan for the Minimum Improvements (the "Site Plan") is as depicted in Exhibit B.

A. Site Grading. The Developer shall be responsible for the grading of the Property and submittal of a grading plan to the City Engineer for approval. The Final Grading Plan for the Redevelopment Plan and Minimum Improvements is attached to this Agreement as Exhibit C. No significant deviations from the Final Grading Plan, as determined by the City Engineer, shall occur without the approval of the City Engineer. At the completion of final grading, the Developer shall provide as-built drawings of the final grading.

B. Storm Water Pollution Prevention Plan (SWPPP). The Developer shall be responsible for erosion and sediment control throughout the site grading work at the Property. The plans for the grading shall include a complete SWPPP prepared in accordance with and meeting the requirements of the City's Code of Ordinances (in particular Chapter 28, Article VII and Appendix B, Section 15-300) and the Minnesota Pollution Control Agency (MPCA) National Pollutant Discharge Elimination System (NPDES) General Stormwater Permit for Construction Activity requirement.

The Developer shall address failed erosion control structures or apparent need for additional erosion control measures within twenty-four (24) hours notification by the City. If the Developer fails to perform the requested corrections in the period dictated by the City, the Developer hereby grants the City consent to enter onto the property to perform the corrective work. The Developer will reimburse the City for all erosion control work performed on its behalf. The Developer shall inspect and if necessary clean all catch basins, sumps, and ponding areas of erosion/siltation and restore to the original condition at the end of construction within this development. All silt fence and other erosion control should be removed following the establishment of turf.

C. Sodding and Landscaping. The Developer will be responsible for sodding or seeding the Property and the disturbed right-of-way areas that are not paved and all other disturbed turf areas. The Developer will also be responsible for sodding drainage swales and emergency overflow swales as directed by the City Engineer. The Developer shall guarantee the survivability of the sodding for one year from the time of installation.

D. Street and Trail Maintenance. The Developer shall be responsible for providing street and trail maintenance as required that is attributable to the construction of the Minimum Improvements, including sweeping of debris and soil, until the development is complete. Warning signs shall be placed when hazards develop in the streets or along the trails.

E. Damage Responsibilities. The Developer shall be financially responsible for the repair of any damage done to the existing and proposed public streets, utilities, and trails directly related to the construction of the Minimum Improvements, from the time of installation until the development is fully completed and approved by the City.

F. Other Governmental Jurisdictions. The Developer shall be responsible for securing all necessary approvals and permits from all appropriate federal, state, regional, and local jurisdictions prior to the commencement of site grading or construction, and shall provide copies of all required permits to the City prior to beginning any work covered under the respective permit.

ARTICLE THREE CONVEYANCE PROVISIONS

3.01. Sale of Property. As of the date of this Agreement, the City owns the Property. The City will convey title to and possession of the Property to the Developer, subject to all the terms and conditions of this Agreement.

3.02. Purchase Price; Provisions for Payment. The purchase price to be paid to the City by the Developer in exchange for the conveyance of the Property is \$300,000.00. The purchase price shall be payable by the delivery of cash or other funds of the Developer in the amount of \$300,000.00.

3.03. Title Examination/Curing Title Defects. As soon as reasonably possible after execution of this Agreement by both parties,

A. City shall surrender any abstract of title and a copy of any owner's title insurance policy for the property, if in City's possession or control, to Developer or to Developer's designated title service provider; and

B. Developer shall obtain the title evidence determined necessary or desirable by Developer.

Within twenty (20) days after the date on which the Developer exercises the Option, the Developer shall have thirty (30) days from the date it receives such title evidence to raise any objections to title it may have. Objections not made within such time will be deemed waived. The City shall have ninety (90) days from the date of such objection to affect a cure; provided, however, that City shall have no obligation to cure any objections, and may inform Developer of such. The Developer may then elect to close notwithstanding the uncured objections or declare this Agreement null and void, and the parties will thereby be released from any further obligation hereunder.

3.04. Conditions of Conveyance. The City shall convey title to and possession of the Property to the Developer by a quit claim deed substantially in the form of the deed attached hereto as Exhibit D. The City's obligation to convey the Property to the Developer is subject to the satisfaction of the following terms and conditions:

- A. The City having approved all required construction plans hereunder;
- B. There existing no uncured Events of Default under this Agreement; and
- C. The execution and delivery of copies of all of the exhibits attached hereto.

These conditions are solely for the benefit of the City and may be waived by the City. All conditions must be satisfied or waived on or before the Closing, as defined herein. If any such conditions have not been satisfied or waived not less than 15 days prior to the Closing, then this Agreement may be terminated by either party, by written notice delivered to the other. Waiver of any condition must be in writing and delivered to the non-waiving party.

The closing on conveyance of the Property from the City to the Developer shall occur upon satisfaction of the conditions specified herein, but not later than August 31, 2022, or at such date as the parties hereto may agree in writing (the "Closing"). The Closing shall occur at City Hall, unless the parties agree, in writing, to an alternative closing location.

The deed required hereunder, and all other documents, shall be in recordable form, and shall be promptly recorded in the proper office for recordation of deeds and other instruments pertaining to the Property. At closing, the Developer shall pay:

- A. The recording costs for the deed (excluding state deed tax) and costs associated with any additional recordable documents;
- B. Title insurance commitment fees and premiums, if any;
- C. Outstanding taxes and assessments, if any; and
- D. Title company closing fees, if any.

At Closing, the City shall pay the following costs:

- A. State deed tax; and
- B. Costs of recording any instruments used to clear title encumbrances.

3.05. As-is Condition. The Developer acknowledges that the City makes no representations or warranties as to the condition of the soils or other environmental conditions on the Property or its fitness for construction of any improvements thereupon or any other purpose for which the Developer may make use of such property and further acknowledges and agrees that the Property shall be conveyed as is. THE DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER IS PURCHASING THE PROPERTY IN RELIANCE ON THE DEVELOPER'S INSPECTION OF THE PROPERTY PURSUANT TO THIS AGREEMENT AND ON THE DEVELOPER'S JUDGEMENT REGARDING THE SUFFICIENCY OF SUCH INSPECTIONS. THE DEVELOPER IS NOT RELYING ON ANY WRITTEN OR ORAL REPRESENTATION, WARRANTIES, OR STATEMENTS THAT THE CITY OF THE CITY'S AGENTS HAVE MADE. SUBJECT TO THE DEVELOPER'S RIGHT TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS HEREIN, THE DEVELOPER IS PURCHASING THE PROPERTY IN "AS IS" CONDITION. The Developer further agrees that, after Closing, it will indemnify, defend, and hold harmless the City, and its governing body members, officers, and employees, from any claims or actions arising out of the presence, if any, of hazardous wastes or pollutants on the Property.

3.06. No Business Subsidy. The City and Developer hereby acknowledge that the assistance being provided by this Agreement, constitute assistance for housing, and therefore do not constitute a business subsidy according to Minnesota Statutes, section 116J.993, subd. 3, para. (7).

ARTICLE FOUR ADDITIONAL PROVISIONS

4.01. Platting Requirements. The final Plat was approved by the City Council in Resolution No. 2022-153 on July 26, 2022, subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, State Statutes, the City Attorney's plat opinion, and this Agreement.

- A. Easements – The Developer shall provide all easements as provided by City Code and as directed by the City Engineer. More specifically, the Developer shall provide the following easements:
 - Any drainage and utility easements as required by City Code.
- B. Parkland Dedication – Parkland dedication for this subdivision is being satisfied by the City, consisting of the use of City-retained parcels to be used for recreational trails, parking in support of park and trail uses, and open space.

4.02. Parking and Storage. The Developer agrees to provide adequate parking and storage area for workers, equipment, construction materials, or other items associated with the improvements. Alternatively, or in conjunction with the preceding, the Developer may utilize City-owned property adjacent to the Property as allowed by the City Engineer. The Developer shall be responsible for clean-up and restoration of any City-owned property related to their use. If this has not been completed prior to the Developer requesting The Developer shall submit a plan to the City that adequately depicts and defines contractor parking and all construction staging areas. All construction staging areas shall be further delineated on site with appropriate construction fencing.

4.03. City's Access. The Developer hereby grants the City, its agents, employees, officials and contractors a non-revocable license to enter the Property to perform all work and inspections deemed appropriate by the City related to the Project and the Property.

4.04. Attorney Fees. The Developer agrees to pay the City's costs and expenses, including attorney fees, in the event a suit or action is brought by the City against the Developer to enforce the terms of this Agreement.

4.05. Amendment. Any amendment to this Agreement must be in writing and signed by both parties.

4.06. Assignment. The Developer may not assign any of its obligations under this Agreement without the prior written consent of the City.

4.07. Agreement to Run with Land. This Agreement shall be recorded among the land records of Rice County, Minnesota. The provisions of this Agreement shall run with the Property and be binding upon the Developer and its assigns or successors in interest. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

4.08. Representatives Not Individually Liable. No official, agent or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City on any obligation or term of this Agreement.

4.09. Notices and Demands. Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

A. as to the Developer:

Riverchase Faribault LLC
c/o Hamilton Real Estate Group
4057 28th Street NW, Suite 200
Rochester, MN 55901
Attn: Mac Hamilton

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

With a copy to: Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
Attn: Scott J. Riggs

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section 4.09.

4.10. City Ownership of Public Improvements. The Developer expressly acknowledges and agrees that the Public Improvements and all easements and other rights in the Property necessary and related to the City's ownership of the Public Improvements, shall inure to the City upon the Developer's compliance with this Agreement, acceptance by the City of the Public Improvements, and approval and recording of the final Plat as set forth in the City's subdivision regulations.

4.11. Building Permits and Occupancy Permits. The City issuance of a building permit or an occupancy permit shall be contingent, in part, on the following

A. Building Permit – The City shall issue no buildings permits until the following has occurred to the satisfaction of the City:

- This Agreement is signed and any required security and financial assurances are in place;
- All Public Improvements are designed and under contract for installation

B. Occupancy Permit – The City shall issue no occupancy permits until the following has occurred to the satisfaction of the City:

- The site grading is completed and approved by the City;
- All public utilities are tested, approved by the City, and in service;
- All curbing is installed and backfilled;
- The first lift of bituminous is in place and approved by the City;
- All building permit fees are paid in full.

The City may issue building permits prior to complete installation of utilities and grading. No occupancy permits shall be issued until the public street and utilities identified as Public Improvements in this Agreement have been constructed and approved by the City, unless otherwise authorized in writing by the City. The Developer, in executing this Agreement, assumes all liability and costs for damage or delays, incurred by the City, in the construction of the Public

Improvements, caused by the Developer, its employees, contractors, subcontractors, material men or agents.

4.12. Ownership of Documents. The completed reports, drawings, plans, and specifications shall become the property of the City, but reproductions of them in whole or in part may be retained by the Developer or the Consulting Engineer.

4.13. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.

4.14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

4.15. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

4.16. Indemnification. Notwithstanding anything to the contrary in this Agreement, the City, its officials, agents, and employees shall not be liable or responsible in any manner to the Developer, Developer's successors or assigns, the Developer's contractors or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance and completion of this Agreement and the Public Improvements. The Developer, and the Developer's successors or assigns, agree to protect, defend and hold the City, and its officials, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees, consulting engineering services, and other technical, administrative or professional assistance. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466, or otherwise.

4.17. Developer's Default. In the event of default by the Developer as to any work or undertaking required by this Agreement, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Property for such purposes. If the City does any such work, the City may, in addition to its other remedies, levy special assessments against the lots within the subdivision to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes Section 429.081.

4.18. Compliance with Existing Laws. The Developer warrants that all work performed pursuant to this Agreement shall be in compliance with existing laws, ordinances, pertinent regulations, standards, and specifications of the City.

4.19. Miscellaneous Provisions.

A. The Developer represents to the City that the Project and the development of the Property and the subdivision comply with all city, county, state and federal laws and regulations including, but not limited to the following: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the subdivision, the Project or the development of the Property does not comply, the City may, at its option, refuse to allow construction or development work on the Property until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

B. Third parties shall have no recourse against the City under this Agreement.

C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

D. Wherever possible, each provision of this Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other related document.

E. If building permits are issued prior to the completion and acceptance of the Public Improvements, the Developer assumes all liability and costs resulting in delays in completion of the Public Improvements and damage to the Public Improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents or third parties.

F. 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. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing and signed by the parties. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

G. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

H. This Agreement, together with the exhibits hereto, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, pertaining to the subject matter of this Agreement.

I. No official, agent or employee of the City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City on any obligation or term of this Agreement.

J. Data provided to the Developer or received from the Developer under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

4.20. Miscellaneous Plat Improvements, Conditions and Additional Requirements. The Developer shall satisfy, complete and abide by all requirements set forth in the Authorizing Resolution, the Stormwater Management Agreement as may be required by the City Engineer, and all adopted City ordinances and resolutions affecting the Property, all of which are incorporated herein by reference as if fully set forth in this Agreement. The Developer and the City acknowledge that miscellaneous Plat improvements, conditions, and requirements may need to occur. The Developer shall be responsible for all applications fees, development and construction costs associated with such improvements, conditions, and requirements. In addition, the Developer shall adequately address all items as may be directed by the City Attorney, the City Engineer or others with review and approval authority for the City.

4.21. Plat and Title Work Clean-up. The parties to this Agreement acknowledge that various potential clean-up issues associated with the title work for the Property and the Plat may need to occur. The City agrees to undertake and endeavor to resolve such issues as may be identified in title work for the Property and Plat. The City and Developer agree to cooperate with each other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to revise or correct any errors in the Plat and title work for the Property and to provide any and all additional documentation deemed necessary by either party to effectuate such revisions or corrections to the Plat and title work for the Property.

4.22. Early Start Agreement and Requirements. The parties to this Agreement acknowledge that the timing for the Developer's construction of the Minimum Improvements may need to move forward prior to the filing of the Plat and completion of various terms of this Agreement. The City and Developer agree, that in the Developer's sole discretion, it may desire to enter into an Early Start Agreement to allow the Developer to begin construction activities for the Minimum Improvements. The form of such Early Start Agreement is as set forth in Exhibit __ attached to this Agreement. In the event that the Developer elects to enter into such Early Start Agreement, the Developer shall be bound by all terms and conditions of the Early Start Agreement, in addition to this Agreement.

4.23. Other Development Agreements. Any other development agreements, including the Predevelopment Agreement and the Contract, affecting the Property are incorporated herein by reference as necessary as if fully set forth herein. In the case of any inconsistencies between such development agreements and this Agreement, the language of this Agreement shall control.

The remainder of this page is left intentionally blank.

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

CITY OF FARIBAULT

By: _____
Kevin F. Voracek, Mayor

By: _____
Timothy C. Murray, City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of August, 2022, by Kevin F. Voracek and Timothy C. Murray, the Mayor and City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

RIVERCHASE FARIBAULT LLC

By: _____

Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of August, 2022, by
_____, the _____ of Riverchase Faribault
LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

**EXHIBIT A TO PURCHASE AND
DEVELOPMENT AGREEMENT**

Legal Description of Property

A portion of the following described Property:

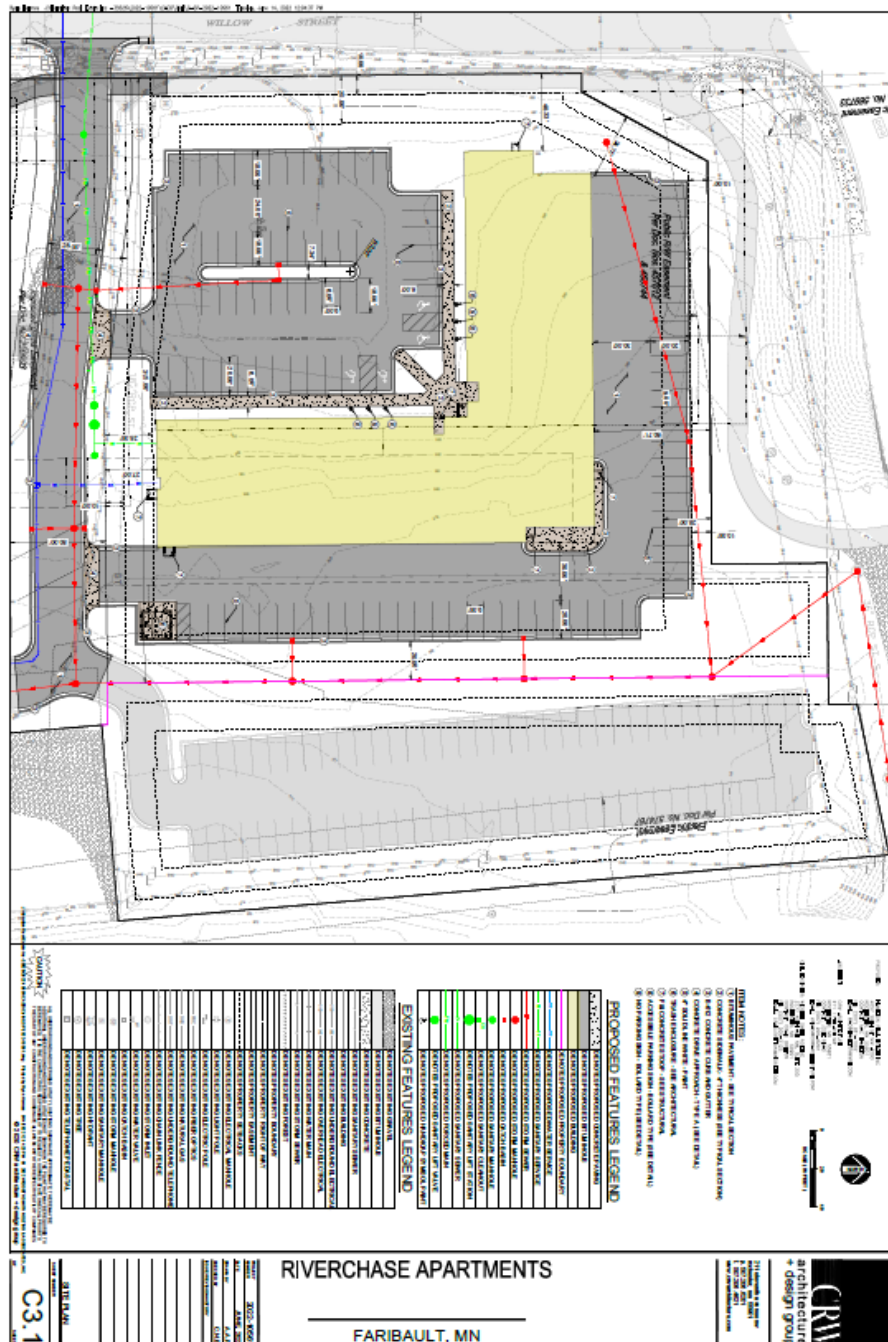
[INSERT LEGAL DESCRIPTION]

To be platted as:

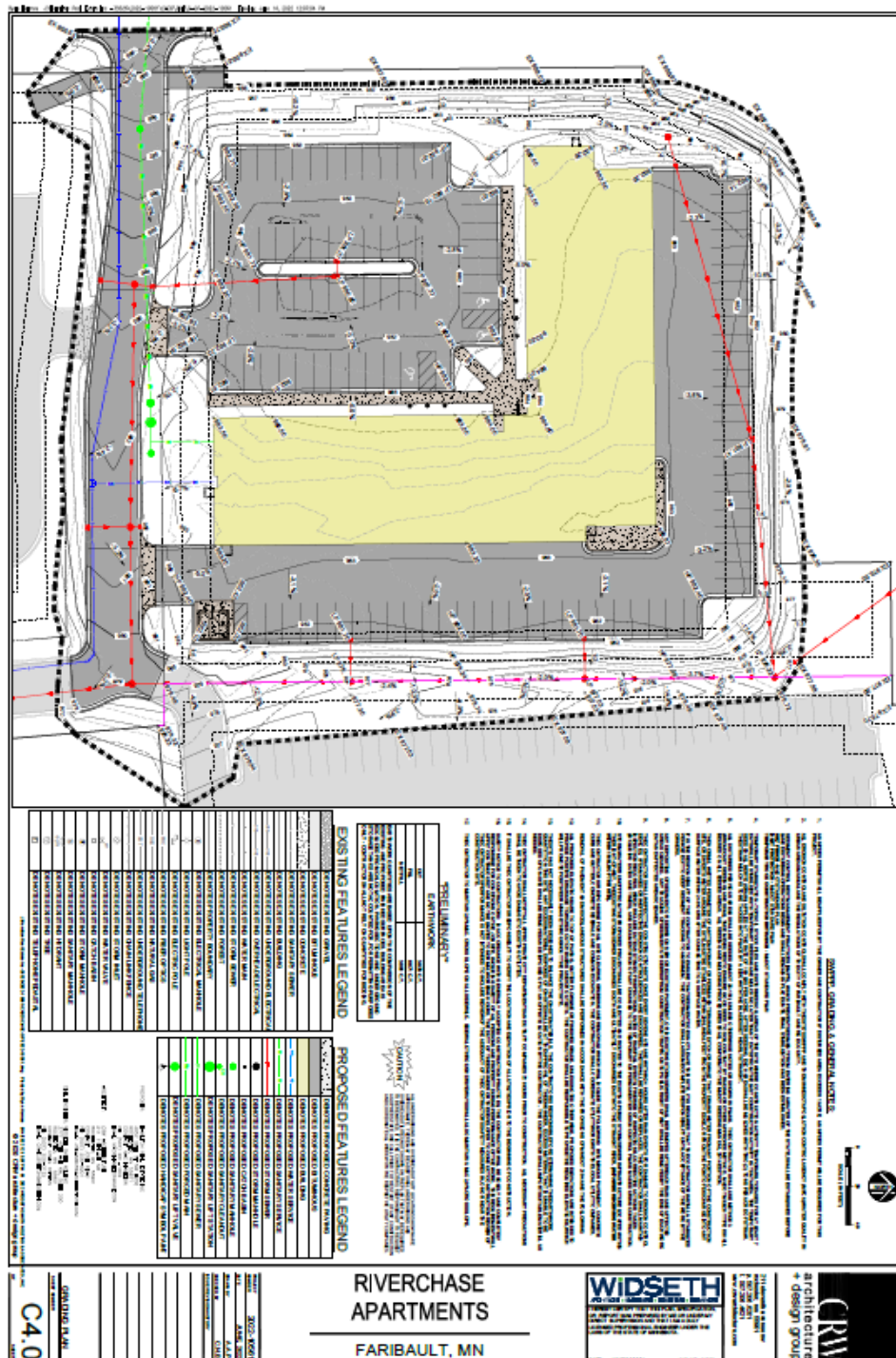
Lot 1, Block 1 of RIVERCHASE ADDITION, according to the recorded plat thereof on file and of record in the office of the County Recorder in and for Rice County, Minnesota.

EXHIBIT B TO PURCHASE AND
DEVELOPMENT AGREEMENT

Site Plan *(update with final version)*



Grading Plan (update with final version)



**EXHIBIT D TO PURCHASE AND
DEVELOPMENT AGREEMENT**

Form of Quit Claim Deed

Quit Claim Deed

Deed Tax Due: \$ _____

ECRV: _____.

Date: _____, 2022.

FOR VALUABLE CONSIDERATION, City of Faribault, a municipal corporation under the laws of the State of Minnesota, Grantor, hereby conveys and quitclaims to Riverchase Faribault LLC, a Minnesota limited liability company, under the laws of the State of Minnesota, Grantee, real property in Rice County, Minnesota, described on the attached Exhibit A, together with all hereditaments and appurtenances, subject to the documents described on the attached Exhibit B.

Check here if part or all of the land is Registered (Torrens) ☐

- ☐ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____).
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

CITY OF FARIBAULT

By _____

Kevin F. Voracek

Its Mayor

By _____

Timothy C. Murray

Its City Administrator

STATE OF MINNESOTA)
)
COUNTY OF RICE) ss.:

The foregoing was acknowledged before me this _____ day of _____, 2022, by Kevin F. Voracek and Timothy C. Murray, the mayor and city administrator, respectively, of the City of Faribault, a municipal corporation organized under the laws of the State of Minnesota, on behalf of the municipal corporation, Grantor.

NOTARY STAMP

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

This instrument was drafted by:

Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

Tax Statements should be sent to:

Riverchase Faribault LLC
c/o Hamilton Real Estate Group
4057 28th Street NW, Suite 200
Rochester, MN 55901

Exhibit A

A portion of the following described Property:

[INSERT LEGAL DESCRIPTION]

To be platted as:

Lot 1, Block 1 of RIVERCHASE ADDITION, according to the recorded plat thereof on file and of record in the office of the County Recorder in and for Rice County, Minnesota.

Exhibit B

1. Easements of record;
2. Preliminary Development Agreement dated March 16, 2022 and recorded contemporaneously with this deed;
3. Purchase and Development Agreement dated [REDACTED], 2022 and recorded contemporaneously with this deed;
4. Contract for Private Development dated [REDACTED], 2022 and recorded contemporaneously with this deed.

EXHIBIT E

FORM OF EARLY START AGREEMENT

EARLY CONSTRUCTION AGREEMENT RIVERCHASE ADDITION

THIS EARLY CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this _____ day of August 2022, is by and between the CITY OF FARIBAULT, a Minnesota municipal corporation (the "City"), and Riverchase Faribault LLC, a limited liability company formed under the laws of Minnesota (the "Developer"). This Agreement refers to the City and the Developer individually as a "Party" and collectively as the "Parties".

RECITALS

- A. On _____, 2022, the Faribault City Council approved Resolution 2022-____, Approve Preliminary Plat and Final Plat of RIVERCHASE ADDITION (the "Property"), legally described in EXHIBIT A of this Agreement and graphically depicted in EXHIBIT B.
- B. Pursuant to Resolution 2022-____, the Developer and the City must coordinate final refinements to the plat and related agreements before recording the documents with Rice County.
- C. Due to unique construction scheduling issues, the Developer desires to start construction on the Property before recording the plat and related documents with Rice County (the "Early Construction").
- D. The City Council finds that the City may issue permits for the Early Construction if the Early Construction conforms to the current zoning requirements, the subdivision requirements of the City, and the provisions of this Agreement, except as otherwise allowed by this Agreement.
- E. The Developer is ready and able to proceed with the Early Construction at the Developer's sole risk.

TERMS OF THE EARLY CONSTRUCTION AGREEMENT

Based on the recitals in this Agreement and each Party's promises outlined in this Agreement, the Parties mutually agree to the following.

ARTICLE ONE

GENERAL PROVISIONS

- 1.01. Incorporation of Recitals and Exhibits.** This Agreement incorporates the recitals and exhibits in this Agreement as fully part of this Agreement.
- 1.02. Early Construction at the Sole Risk of the Developer.** All Early Construction as defined by this Agreement is at the sole risk of the Developer, including but not limited to any risk arising out of completing and recording the plat and related agreements.

ARTICLE TWO REPRESENTATIONS AND WARRANTIES

- 2.01 City Representations and Warranties.** The City makes the following representations related to its obligations in this Agreement:
- A. The City is a municipal corporation under the laws of Minnesota.
 - B. The City has the right, power, and authority to execute, deliver and perform its obligations under this Agreement.
- 2.02. Developer's Representations and Warranties.** The Developer makes the following representations related to its obligations in this Agreement:
- A. The Developer is a limited liability company formed under the laws of the State of Minnesota.
 - B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the individual who executes this Agreement is duly authorized to sign on behalf of the Developer and bind the Developer to this Agreement.
 - C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound, which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree that would prohibit the Developer's execution, performance, or transactions provided for in this Agreement.
 - D. The Developer has complied with and will continue to comply with all applicable federal, state, and local statutes, laws, ordinances, and regulations, including any permits, licenses, and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property and the Early Construction. The Developer is not aware of any pending or threatened claim of any such violation. Including the

above, the Developer expressly acknowledges and agrees that it has and must at all times comply with every provision of the City's subdivision, zoning, and other related municipal code regulations, except as otherwise allowed by this Agreement.

- E. There is no suit, action, arbitration, legal or administrative proceeding, or other proceeding or governmental investigation pending or threatened against or affecting the Developer or the Property. The Developer is not in default for any order, writ, injunction, or decree of any federal, state, local or foreign court, department, agency, or instrumentality.
- F. The Developer must not make any untrue or misleading statement of material fact or omit any material fact to this Agreement or any written document that the Developer, or anyone on behalf of the Developer, will furnish.
- G. The Developer has sufficient funds or has obtained a commitment to finance the Early Construction and other work that the Developer may undertake in conjunction with this Agreement.

ARTICLE THREE EARLY CONSTRUCTION

3.01. Extent of Early Construction Work. Per the applicable provisions in this Agreement, the Developer may request, and the City may issue, permits for Early Construction before recording the plat of RIVERCHASE ADDITION. The extent of the Early Construction is limited to the following as generally depicted in EXHIBIT C:

- A. Construction staging
- B. Installation of construction limits and wetland protection measures
- C. Erosion control measures
- D. Rough site grading
- E. Rough stormwater improvements
- F. General utility work
- G. Construction of the building pad

3.02. Additional Early Construction Work. The City may allow additional work not described in Section 3.01 of this Agreement if requested by the Developer

and approved in writing by the City. The City may withhold permission for additional work for any or no reason.

- 3.03. Required Permits and Fees.** The Developer must obtain and pay for all required permits from all applicable authorities before conducting the Early Construction work.

ARTICLE FOUR ADDITIONAL PROVISIONS

- 4.01. Duration of this Agreement.** This Agreement will go into effect at the time the Parties sign this Agreement. This Agreement will automatically terminate when the Parties record the plat and development agreement for RIVERCHASE ADDITION. Alternatively, this Agreement will terminate when the Parties mutually agree to terminate this Agreement.

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

- A. City Access. The Developer grants the City, its agents, employees, officials, and contractors a non-revocable license to enter the Property to perform all work, testing, and inspections deemed appropriate by the City related to the Early Construction and the Property.
 - B. Parking and Storage. The Developer must provide adequate parking and storage area for workers, equipment, construction materials, or other items associated with the Early Construction. Parking, storage, and staging must occur on the Property. The Developer must submit a plan to the City Engineer that adequately depicts and defines contractor parking and all construction staging areas. The Developer must delineate all construction staging areas with appropriate construction fencing.
- 4.03. Indemnification.** The City, its officials, agents, and employees are not liable or responsible to the Developer, the Developer's successors or assigns, the Developer's contractors or subcontractors, material suppliers, laborers, or any other person for any claim, demand, damage, or cause of action or character arising out of or because of the execution of this Agreement or the performance and completion of this Agreement. The Developer and the Developer's successors or assigns agree to protect, defend and save the City and its officials, agents, and employees harmless from all such claims,

demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorney fees, consulting engineering services, and other technical, administrative or professional assistance. This Agreement does not waive or limit immunity or limitation on liability that Minnesota Statutes, Chapter 466, or other applicable laws entitle to the City.

- 4.04. Work Stoppage.** If the Developer stops any portion of the Early Construction, the Developer must maintain the Property to a condition approved by the City to protect the health, safety, and welfare of the public.
- 4.05. City Responsibilities.** All covenants, stipulations, promises, agreements, and obligations of the City contained in this Agreement are the covenants, stipulations, promises, agreements, and obligations of the City and not of any governing body member, officer, agent, servant, or employee of the City in an individual capacity.
- 4.06. Interpretation.** Any interpretation of this Agreement must be consistent with the laws of the state of Minnesota.
- 4.07. Entire Agreement.** This Agreement constitutes the entire agreement among the Parties regarding Early Construction permits. It supersedes and replaces any previous verbal or written agreements among or between the Parties related to Early Construction before the Parties record the plat and development agreement with Rice County for RIVERCHASE ADDITION.
- 4.08. Breach of this Agreement.** If a breach of this Agreement occurs, the breaching Party agrees that it shall pay the non-breaching Party reasonable attorney fees and other expenses incurred by the non-breaching Party and its employees for the performance or observance of any obligation or agreement of the breaching Party under this Agreement.
- 4.09. Notices and Demands.** A Party must provide in-person or deliver via registered, certified, postage prepaid, or return receipt requested mail, all notices, demands, or other communications to the other Party. Email provides sufficient communication only if the receiving Party acknowledges in writing (or via email) having received the communication. Contact information for the Parties is as follows:

A. The Developer: Riverchase Faribault LLC
c/o Hamilton Real Estate Group
4057 28th Street NW, Suite 200
Rochester, MN 55901
Attn: Mac Hamilton

B. The City: City of Faribault

208 NW 1st Avenue
Faribault, MN 55021
Attn: Tim Murray, City Administrator
Email: tmurray@ci.faribault.mn.us

With a copy to: Kennedy & Graven, Chartered
Fifth Street Towers, Suite 700
150 South Fifth Street
Minneapolis, MN 55402
Attn: Scott Riggs
Email: sriggs@Kennedy-Graven.com

or at such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Agreement.

The Parties have executed this Agreement of the date written above.

CITY OF FARIBAULT

By: _____

Kevin F. Voracek, Mayor

By: _____

Timothy C. Murray, City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Kevin F. Voracek and Timothy C. Murray, the Mayor and City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

RIVERCHASE FARIBAULT LLC

By: _____
Mac Hamilton, _____

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Mac Hamilton, the _____, on behalf of RIVERCHASE FARIBAULT LLC, a limited liability company formed under the laws of Minnesota, on behalf of the company.

Notary Public

This document drafted by:

KENNEDY & GRAVEN, CHARTERED
Attn: Scott Riggs
Fifth Street Towers, Suite 700
150 South Fifth Street
Minneapolis, MN 55402
(612) 337-9300

**EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY**

A portion of the following described Property:

[INSERT LEGAL DESCRIPTION]

To be platted as:

Lot 1, Block 1 of RIVERCHASE ADDITION, according to the recorded plat thereof on file and of record in the office of the County Recorder in and for Rice County, Minnesota.

[illegible]

EXHIBIT C
GENERAL DEPICTION OF THE EARLY CONSTRUCTION

[Insert General Depiction of the Early Construction]



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: August 10, 2022
SUBJECT: Approve Quote for Trail Sealcoating

Background:

This is a request to approve a quote to sealcoat the bike/walking trail from Fleckenstein Bluffs Park to Willow Street. It is standard maintenance to crack fill and reseal trails every three years. This will allow the trails to remain in top shape. Quotes were solicited and low quote was received from Seal King at a cost of \$19,945.00. In the 2022 CIP, \$20,000 was budgeted for this project.

Recommendation:

Approve quote from Seal King to sealcoat the trail from Fleckenstein Bluffs Park to Willow Street at a cost of \$19,945.00.

Attachments:

1. Quotes



Proposal SEAL KING®

CORPORATE OFFICE

2663 Cedar Lake Blvd., Faribault, MN 55021

507-676-7942

jhardysealking@gmail.com

Date

July 15, 2022

Completion Date

TBD

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED:

Company: City Of Faribault

Contact: Keith Walker/507-330-4185

Street: 1200 Belview Trail

City/State/Zip: Faribault, MN 55021

Email: kwalker@ci.faribault.mn.us

TRAILS:

10-POINT SERVICE/SUMMER CLEAN-UP
CRACKSEAL (ROUTE AND NON-ROUTE)
SEALCOAT

DESCRIPTION OF WORK TO BE PERFORMED:

SEALCOATING:

1. Power edge grass along both sides of asphalt creating a neat and manicured finish (if applicable).
2. High power blowers and rotating gas powered sweepers remove dirt and debris from asphalt surface prior to the application of Seal King sealer.
3. Oil Spots are lightly scuffed and treated with a special oil primer ensuring a good adhesive sealer bond over fresh oil.
4. Furnish and apply a heavy duty coat(s) of Seal King professional grade sealer.
5. Sealer will be applied using professional applications tools and equipment.

SQ FT

83000

\$13,695.00

HOT CRACKFILLING:

ROUTED: All pavement cracks 1/4" and larger will be routed 3/4" wide/deep, cleaned of debris and filled with hot 400 degree professional crackfiller.

NON-ROUTED: All pavement cracks 1/4" and larger will be cleaned of debris and filled with hot 400 degree professional crackfiller.

HOT CRACKFILLING PRICE:

NON-ROUTE

INCLUDED

HOT ASPHALT REPAIR:

ROUTE

Pallet of rubber

\$6,250.00

Hot asphalt repairs using federally spec asphalt, apron repairs and patching.

TOTAL COST:

\$19,945.00

THE SEAL KING DIFFERENCE:

→ HIGH PERFORMANCE PRODUCTS

Liquid asphalt sealers in conjunction with high performance polymer additives and silica sand give our material the durability to stand up to extreme climate conditions. Our crackfillers are premium hot rubber material preventing water penetration that can cause heaving and shifting asphalt.

→ PROPER MIXING EQUIPMENT AND FACILITIES

Seal King stores 6,000 gallons of liquid asphalt sealer which is then pumped into a 1,000 gallon full-sweep agitator tank. Silica sand, high performance additives and water are blended together. Liquid meters calculate the exact amount of each ingredient. All products are stored in our climate-controlled warehouse.

CONDITION OF SALE:

1. THE TOTAL CONTRACT SHALL BE PAID UPON COMPLETION. THANK YOU.
2. Any balance unpaid after 30 days is subject to a finance charge of 18% per annum (1.5% per month).
3. This contract shall be completed with reasonable promptness by the Contractor, but the Contractor shall not be responsible for delays or failure in completion, caused by weather unfavorable to carrying out work involved, fire, explosion, failure of equipment, strikes, differences with workmen, compliance with orders of a government agency, interruption in delivery of materials, or from any cause beyond his reasonable control.
4. The contract price does include taxes (no extra charges).
5. The Contractor shall indemnify the Owner from all claims because of any damages sustained by any person or property on account of the operations of the Contractor in carrying out this contract.
6. This contract contains the entire agreement between the parties. There are no oral promises, agreements, or warranties affecting it. Any alteration or deviation from the above quantities and specifications or other changes in the contract must be made in writing, and executed by authorized representatives of the parties.

THE SEAL KING GUARANTEE:

Choosing Seal King ensures you will receive the highest quality products and professional service. If for any reason you are not satisfied with your Seal King application, call us before the end of the season and we will correct the problem at no extra cost to you!

We Accept



***QUOTE VALID
FOR 30 DAYS***

ACCEPTED (Owner)		SEAL KING (Contractor)	
BY (Signature of Authorized Representative)	DATE ACCEPTED	BY (Signature of Authorized Representative)	
(TITLE)		PRESIDENT (TITLE)	

BITUMINOUS MATERIALS, LLC

680 NW 24TH STREET
PO BOX 246
FARIBAULT, MN 55021
507-334-5155 OFFICE
507-334-0114 FAX

**ESTIMATE & AGREEMENT**

TO: City Of Faribault Parks Department
208 1st Avenue NW

Faribault, MN 55021

507-330-4185

kwalker@ci.faribault.mn.us

DATE: 7/28/2022

BID: We hereby propose to furnish material and labor to complete the work outlined herein for the sum of:

As Stated Below Dollars

\$ 23,187.50 Payment to be made as follows:

Net 30 from Billing Date

We hereby submit specifications and bid for:

FARIBAULT: TRAIL SEAL COATING

PROJECT LOCATION: SEE REPAIR AREA LAYOUT MAP

ITEM	DESCRIPTION	UNITS	U/M	UNIT PRICE	EXTENDED
TRAIL SEALING	SEAL EAST LOT	9,250.00	SY	\$ 1.75	\$ 16,187.50
SEAL CRACKS. CLEAN ASPHALT SURFACE FREE OF DEBRIS, DIRT AND DUST. APPLY PMM MASTERSEAL ASPHALT SEAL COAT 50% OVERLAP PER SPRAY PASS.					
CRACK REPAIR	ROUT, CLEAN, & FILL CRACKS	7,000.00	LF	\$ 1.00	\$ 7,000.00
ROUT CRACKS 3/4" X 3/4", CLEAN, AND FILL WITH HOT POURED RUBBERIZED ASPHALT SEALANT.					
TOTAL					\$ 23,187.50

CONTRACTOR'S GUARANTEE

We guarantee all material used in this contract to be specified above and the entire job to be done in a neat, workmanlike manner. Any variations from the plan or alterations requiring extra labor or material will be performed only upon written order and billed in addition to the sum covered by this contract. Agreements made with our workmen are not recognized.

DATE

7/28/2022

SIGNED

A handwritten signature in black ink, appearing to read "P. H. H. H.", is written over the "SIGNED" line.

ACCEPTANCE OF BID

The above specifications, terms and contract are satisfactory, and (I/We) hereby authorize the performance of this work.

DATE

SIGNED

THIS CONTRACT IS VOID 30 DAYS FROM DATE UNLESS ORIGINAL IS SIGNED AND RETURNED TO BIDDER

WE COMPLY WILL ALL WORKMAN'S COMPENSATION & PROPERTY DAMAGE LIABILITY INSURANCE LAWS

www.bituminousmaterials.com

An Equal Opportunity Employer



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: August 10, 2022
SUBJECT: Resolution 2022-166 Approve Early Start Agreement for Cannon River View

Background:

After the City Council approves a final plat, it typically takes some time to finalize the plat and related agreements before recording them with Rice County. Due to unique construction scheduling issues, Rice County ("the Developer") desires to start limited construction on the Rice County Public Safety Center in advance of recording the plat and agreements associated with Cannon River View. The City may issue permits for Early Construction if the construction conforms to the City's zoning and subdivision ordinances and the provisions of an Early Construction Agreement. Provided that the City and Developer execute the attached Early Start Agreement, City Staff believes it is reasonable to allow the Developer, at the Developer's sole risk, to start limited construction on the subject property before recording the final plat and related agreements with Rice County.

Recommendation:

Approve Resolution 2022-166 Approve Early Start Agreement for Cannon River View

Attachments:

1. Resolution 2022-166 Approve Cannon River View Early Construction Agreement

CITY OF FARIBAULT

RESOLUTION #2022-166

APPROVE EARLY CONSTRUCTION AGREEMENT FOR CANNON RIVER VIEW

WHEREAS, the Faribault City Council, on May 10, 2022, approved Resolution 2022-102: Approve Preliminary Plat and Final Plat of CANNON RIVER VIEW; and

WHEREAS, Rice County (the "Developer") and the City must coordinate final refinements to the plat and related agreements before recording the documents with Rice County; and

WHEREAS, due to unique construction scheduling issues, the Developer desires to start limited construction before recording the final plat and related agreements with Rice County; and

WHEREAS, the City, in consultation with the Developer, prepared the Early Construction Agreement (attached as Exhibit 1 to this Resolution); and

WHEREAS, the Faribault City Council acknowledges that the Early Construction Agreement is in a draft form that may require limited revisions before the execution and recording of the Agreement; and

WHEREAS, the City Council finds that it may issue permits for Early Construction if the Early Construction conforms to the current zoning requirements, subdivision requirements, and the provisions of the Early Construction Agreement; and

WHEREAS, the Developer is ready and able to proceed with Early Construction at the Developer's sole risk.

NOW, THEREFORE BE IT RESOLVED, that Faribault City Council hereby approves the Early Construction Agreement included in Exhibit 1 of this Resolution, and hereby authorizes City Staff and the City's Consultants to make limited revisions the Agreement as may be necessary to finalize the Agreement.

ALSO, BE IT RESOLVED, that the Faribault City Council hereby authorizes the Mayor and City Administrator to sign the Early Construction Agreement.

Date Adopted: August 10, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT 1
EARLY CONSTRUCTION AGREEMENT
CANNON RIVER VIEW

THIS EARLY CONSTRUCTION AGREEMENT (the "Agreement"), made and entered into this _____ day of August 2022, is by and between the CITY OF FARIBAULT, a Minnesota municipal corporation (the "City"), and County of Rice, a political subdivision under the laws of the State of Minnesota (the "Developer"). This Agreement refers to the City and the Developer individually as a "Party" and collectively as the "Parties".

RECITALS

- A. On May 10, 2022, the Faribault City Council approved Resolution 2022-102, Approve Preliminary Plat and Final Plat of CANNON RIVER VIEW (the "Property"), legally described in EXHIBIT A of this Agreement and graphically depicted in EXHIBIT B.
- B. Per Resolution 2022-102, the Developer and the City must coordinate final refinements to the plat and related agreements before recording the documents with Rice County.
- C. Due to unique construction scheduling issues, the Developer desires to start construction on the Property before recording the plat and related documents with Rice County (the "Early Construction").
- D. The City Council finds that the City may issue permits for the Early Construction if the Early Construction conforms to the current zoning requirements, the subdivision requirements of the City, and the provisions of this Agreement, except as otherwise allowed by this Agreement.
- E. The Developer is ready and able to proceed with the Early Construction at the Developer's sole risk.

TERMS OF THE EARLY CONSTRUCTION AGREEMENT

Based on the recitals in this Agreement and each Party's promises outlined in this Agreement, the Parties mutually agree to the following.

ARTICLE ONE GENERAL PROVISIONS

- 1.01. Incorporation of Recitals and Exhibits.** This Agreement incorporates the recitals and exhibits in this Agreement as fully part of this Agreement.
- 1.02. Early Construction at the Sole Risk of the Developer.** All Early Construction as defined by this Agreement is at the sole risk of the Developer, including but not limited to any risk arising out of completing and recording the plat and related agreements.

ARTICLE TWO REPRESENTATIONS AND WARRANTIES

- 2.01 City Representations and Warranties.** The City makes the following representations related to its obligations in this Agreement:
- A. The City is a municipal corporation under the laws of Minnesota.
 - B. The City has the right, power, and authority to execute, deliver and perform its obligations under this Agreement.
- 2.02. Developer's Representations and Warranties.** The Developer makes the following representations related to its obligations in this Agreement:
- A. The Developer a political subdivision under the laws of the State of Minnesota.
 - B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the individual who executes this Agreement is duly authorized to sign on behalf of the Developer and bind the Developer to this Agreement.
 - C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound, which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree that would prohibit the Developer's execution, performance, or

transactions provided for in this Agreement.

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

ARTICLE THREE EARLY CONSTRUCTION

3.01. Extent of Early Construction Work. Per the applicable provisions in this Agreement, the Developer may request, and the City may issue, permits for Early Construction before recording the plat of CANNON RIVER VIEW. The extent of the Early Construction is limited to the following as generally depicted in EXHIBIT C:

- A. Construction staging

- B. Installation of construction limits and wetland protection measures
- C. Erosion control measures
- D. Rough site grading
- E. Rough stormwater improvements
- F. General utility work
- G. Construction of the building pad

3.02. Additional Early Construction Work. The City may allow additional work not described in Section 3.01 of this Agreement if requested by the Developer and approved in writing by the City.

3.03. Required Permits and Fees. The Developer must obtain and pay for all required permits from all applicable authorities before conducting the Early Construction work.

ARTICLE FOUR ADDITIONAL PROVISIONS

4.01. Duration of this Agreement. This Agreement will go into effect at the time the Parties sign this Agreement. This Agreement will automatically terminate when the Parties record the plat and development agreement for CANNON RIVER VIEW. Alternatively, this Agreement will terminate when the Parties mutually agree to terminate this Agreement.

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

- A. City Access. The Developer grants the City, its agents, employees, officials, and contractors a non-revocable license to enter the Property to perform all work, testing, and inspections deemed appropriate by the City related to the Early Construction and the Property.
- B. Parking and Storage. The Developer must provide adequate parking and storage area for workers, equipment, construction materials, or other items associated with the Early Construction.

Parking, storage, and staging must occur on the Property. The Developer must submit a plan to the City Engineer that adequately depicts and defines contractor parking and all construction staging areas. The Developer must delineate all construction staging areas with appropriate construction fencing.

- 4.03. Indemnification.** The City, its officials, agents, and employees are not liable or responsible to the Developer, the Developer's successors or assigns, the Developer's contractors or subcontractors, material suppliers, laborers, or any other person for any claim, demand, damage, or cause of action or character arising out of or because of the execution of this Agreement or the performance and completion of this Agreement. The Developer and the Developer's successors or assigns agree to protect, defend and save the City and its officials, agents, and employees harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorney fees, consulting engineering services, and other technical, administrative or professional assistance. This Agreement does not waive or limit immunity or limitation on liability that Minnesota Statutes, Chapter 466, or other applicable laws entitle to the City.
- 4.04. Work Stoppage.** If the Developer stops any portion of the Early Construction, the Developer must maintain the Property to a condition approved by the City to protect the health, safety, and welfare of the public.
- 4.05. City Responsibilities.** All covenants, stipulations, promises, agreements, and obligations of the City contained in this Agreement are the covenants, stipulations, promises, agreements, and obligations of the City and not of any governing body member, officer, agent, servant, or employee of the City in an individual capacity.
- 4.06. Interpretation.** Any interpretation of this Agreement must be consistent with the laws of the state of Minnesota.
- 4.07. Entire Agreement.** This Agreement constitutes the entire agreement among the Parties regarding Early Construction permits. It supersedes and replaces any previous verbal or written agreements among or between the Parties related to Early Construction before the Parties

record the plat and development agreement with Rice County for CANNON RIVER VIEW.

4.08. Breach of this Agreement. If a breach of this Agreement occurs, the breaching Party agrees that it shall pay the non-breaching Party reasonable attorney fees and other expenses incurred by the non-breaching Party and its employees for the performance or observance of any obligation or agreement of the breaching Party under this Agreement.

4.09. Notices and Demands. A Party must provide in-person or deliver via registered, certified, postage prepaid, or return receipt requested mail, all notices, demands, or other communications to the other Party. Email provides sufficient communication only if the receiving Party acknowledges in writing (or via email) having received the communication. Contact information for the Parties is as follows:

A. The Developer: Rice County
 320 Third St. NW
 Faribault, MN 55021
 Attn: Matthew Verdick
 Email: mverdick@co.rice.mn.us

B. The City: City of Faribault
 208 NW 1st Avenue
 Faribault, MN 55021
 Attn: Tim Murray, City Administrator
 Email: tmurray@ci.faribault.mn.us

 With a copy to: Kennedy & Graven, Chartered
 Fifth Street Towers, Suite 700
 150 South Fifth Street
 Minneapolis, MN 55402
 Attn: Scott Riggs
 Email: sriggs@Kennedy-Graven.com

or at such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Agreement.

The Parties have executed this Agreement of the date written above.

CITY OF FARIBAULT

By: _____
Kevin F. Voracek, Mayor

By: _____
Timothy C. Murray, City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Kevin F. Voracek and Timothy C. Murray, the Mayor and City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

COUNTY OF RICE

By: _____

Jim Purfeerst, Board Chairperson

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Jim Purfeerst, Board Chairperson Rice County, a Minnesota Political Subdivision, on behalf of the County.

Notary Public

This document drafted by:

KENNEDY & GRAVEN, CHARTERED
Attn: Scott Riggs
Fifth Street Towers, Suite 700
150 South Fifth Street
Minneapolis, MN 55402

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Part of the South One-half of the North One-half of the Northeast Quarter of Section 19, Township 110 North, Range 20 West, lying South and East of the center line of a Trunk Highway easement recorded in Book 225 of Deeds, pages 48 to 62 of record in the office of the Rice County Recorder and lying westerly from the westerly right of way line of the Chicago Great Western Railroad; excepting therefrom the following described parcel:

Commencing at a point in the center of Trunk Highway No. 218, said point being 700 feet East and 250.24 feet North of the Southwest corner of the North One-half of the Northeast Quarter of Section 19, Township 110 North, Range 20 West; thence running East, a distance of 955 feet to the westerly right-of-way line of the Chicago, Great Western Railroad; thence northeasterly, along said right-of-way line, a distance of 728 feet; thence West 935.3 feet to the center of the Road or Highway known as "Old Jefferson Highway", the "Faribault-Dundas Road" and as the "Dundas-Faribault River Road"; thence southwesterly, along said center of said Road or Highway, a distance of 257 feet to the center line of Trunk Highway No. 218; thence southwesterly, along the said center line of said Trunk Highway No. 218, a distance of 506.5 feet to the place of beginning;

being more exactly described as: Port of the North One-half of the Northeast Quarter of Section 19, Township 110 North, Range 20 West of the Fifth Principal Meridian, Rice County, Minnesota, described as follows: Beginning at a point in the South line of said North One-half of Northeast Quarter (for purposes of this description bearings are assumed and based on said South line being South 89°30'45" East), a distance of 644.18 feet easterly from the Southwest corner of said North One-half of Northeast Quarter, said point being the center line of an easement for Trunk Highway construction and maintenance acquired by the State of Minnesota by final certificate filed and of record in the County Recorder's Office in Book 225 of Deeds, pages 48 to 62; thence North 16°46'36" East, along said Highway easement center line, 260.70 feet to a point in a line 250.24 feet northerly from and parallel with said South line of North One-half of Northeast Quarter; thence South 89°30'45" East, along said parallel line, 957.39 feet; thence South 25°44'12" West, 276.67 feet to a point in

said South line; thence North 89'30'45" West, along said South line, 921.51 feet to said point of beginning; subject to said State Trunk Highway Easement over the westerly side of said herein described parcel.

AND

Part of the North One-Half of the Northeast Quarter of Section 19, Township 110 North, Range 20 West of the Fifth Principal Meridian, Rice County, Minnesota, described as follows: Beginning at the Southwest corner of said North One half of Northeast Quarter; thence South 89'30'45" East, along the South line of said North One-half of Northeast Quarter (for purposes of this description bearings are assumed and based on said South line being South 89'30'45" East), a distance of 644.18 feet to a point in the center line of on easement for Trunk Highway construction and maintenance acquired by the State of Minnesota by final certificate filed and of record in the County Recorder's Office in Book 225 of Deeds, pages 48 to 62; thence North 16'46'36" East, along said Highway easement center line, 260.70 feet to a point in a line 250.24 feet northerly from and parallel with said South line of North One-half of Northeast Quarter and the true point of beginning of the parcel to be herein described; thence South 89'30'45" East along said parallel line, 957.39 feet to a point in the northwesterly right of way line of the Chicago Great Western Railway Company (now abandoned); thence North 25' 44' 12" East, along said northwesterly right of way line, 447.17 feet; thence North 89'29'01" West, along said right of way line,

55.27 feet; thence North 25'44'12" East, along said right of way line, 281.61 feet; thence North 89'29'01" West, 878.52 feet to a point in the center line of Ames Trail (formerly "Old Jefferson Highway"); thence South 48'00'31" West, along said center line of Ames Trail, 262.35 feet to a point in aforesaid center line of State Trunk Highway Easement; thence South 16'46'36" West, along said center line of Trunk Highway Easement, 502.62 feet to said true point of beginning; subject to said State Trunk Highway Easement and Ames Trail over the westerly side of said herein described parcel;

EXCEPT,

That port of the Northwest Quarter of the Northeast Quarter of Section 19, Township 110 North, Range 20 West, shown as Parcel 301A on Minnesota Department of Transportation Right of Way Plot Numbered

66-37 as the same is on file and of record in the office of the County Recorder in and for Rice County, Minnesota; which is encumbered in its entirety by an existing highway easement; together with other rights as set forth below, forming and being part of said Parcel 301A:

Access:

All right of access as shown on said plot by the access control symbol.

Temporary Easement:

A temporary easement for highway purposes as shown on said plot as to said Parcel 301A by the temporary easement symbol, said easement shall cease on December 1, 2012, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes.

together with all hereditaments and appurtenances belonging thereto.
Subject to mineral rights and utility easements of record, if any.

AND

Port of the East One-half of Section 19, Township 110 North, Range 20 West of the Fifth Principal Meridian, Faribault, Rice County, Minnesota, described as follows: Beginning at a point in the South line of the Northeast Quarter of said Section 19 (for purposes of this description bearings are assumed and based on said South line being South 89°34'24" East), a distance of 264.00 feet easterly from the Southwest corner of said Northeast Quarter; thence North 0°31'10" East, along a line 264.00 feet easterly from and parallel with the West line of the South One-half of said Northeast Quarter, 1089.00 feet; thence North 89°34'24" West, 264.00 feet to a point in said West line; thence North 0°31'10" East, along said West line 222.40 feet to the Northwest corner of said South One-half of Northeast Quarter; thence South 89°30'45" East, along the North line of said South One-half of Northeast Quarter, 1556.69 feet to a point in the northwesterly right of way line of the Chicago Great Western Railway Company (now abandoned); thence South 25°44'12" West, along said northwesterly right of way line of abandoned railway, 596.02 feet; thence North 89°35'38" West, 707.68 feet to a point in the southeasterly line of an easement for Trunk Highway construction and maintenance acquired by the State of Minnesota, as stated

in the final certificate, filed and of record in the County Recorder's Office in Book 225 of Deeds, pages 48 to 62;

thence southwesterly, along said highway easement line, on a curve, concave easterly (curve data; radius = 3729.72 feet; delta angle = 3'40'32"; chord bearing and distance = South 10'00'22" West, 239.23 feet), on arc distance of 239.27 feet;

thence southwesterly, along a offset spiral curve of increasing radius (center line of spiral curve data: degree of curve = 1'07'30"; length of curve = 150.00 feet; spiral offset = 90.00 feet) chord bearing and distance = 7'24'58" West, 148.23 feet; thence South 7'02'36" West, 720.50 feet to a point in the South line of the North One-fourth of the North One-half of the Southeast Quarter of said Section 19; thence North 89'35'38" West, along the South line of said North One-fourth of the North One-half of Southeast Quarter, 32.15 feet; to a point in the center line of First Avenue N.W. as said road is built and traveled; thence North 6'39'37" East, along said center line of First Avenue N.W. as traveled, 164.02 feet; thence North 89'34'24" West, 177.34 feet to a point in a line 264.00 feet easterly from and parallel with the West line of the Southeast Quarter of said Section 19; thence North 0'30'28" East, along said parallel line, 165.00 feet to said point of beginning, subject to Minnesota Trunk Highway 3 over the Westerly side, 27th Street over the southerly side, First Avenue N.W. over the southeasterly side; and subject to an easement for Trunk Highway construction and maintenance through said above described parcel; EXCEPT parcel numbered 202 on the plat designated as Minnesota Department of Transportation Right of Way Plot Numbered 66-4 in the office of the County Recorder.

EXCEPT,

Part of the East One-half of Section 19, Township 110 North, Range 20 West of the Fifth Principal Meridian, Faribault, Rice County, Minnesota, described as follows: Beginning at a point in the South line of the Northeast Quarter of said Section 19 (for purposes of this description bearings are assumed and based on said South line being South 89'34'24"

East), a distance of 264.00 feet easterly from the Southwest corner of said Northeast Quarter; thence North 0'31'10" East, along a line 264.00 feet easterly from and parallel with the West line of the South One-

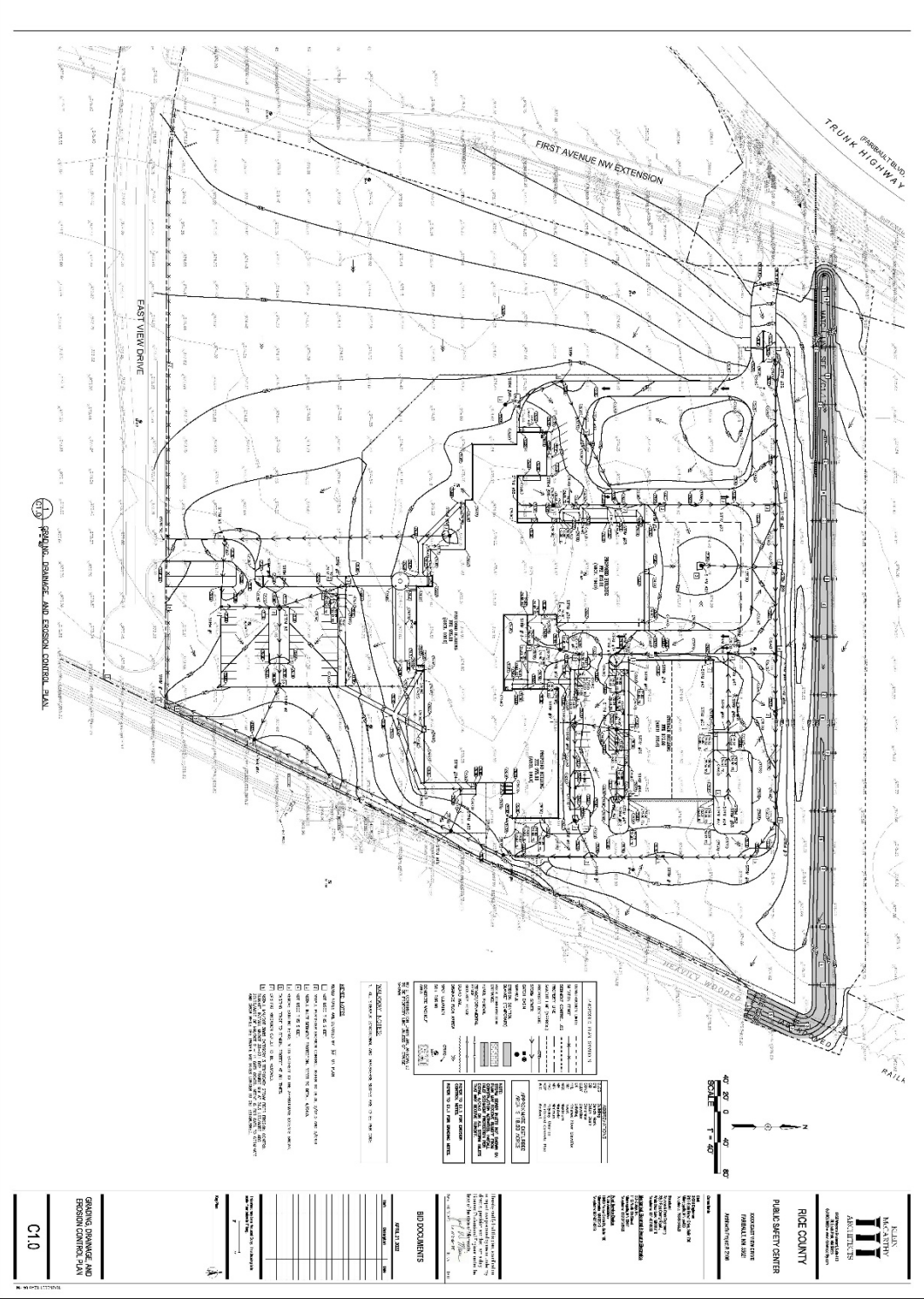
half of said Northeast Quarter, 770.57 feet; thence South 89°35'38" East, 331.07 feet to a point in the southeasterly line of an easement for Trunk Highway construction and maintenance acquired by the State of Minnesota, as stated in the final certificate, filed and of record in the County Recorder's Office in Book 225 of Deeds, pages 48 to 62; thence southwesterly, along said highway easement line, on a curve, concave easterly (curve data: radius = 3729.72 feet; delta angle = 3°40'32"; chord bearing and distance = South 10°00'22" West, 239.23 feet), an arc distance of 239.27 feet; thence southwesterly, along a offset spiral curve of increasing radius (center line of spiral curve data: degree of curve = 1°07'30"; length of curve = 150.00 feet; spiral offset = 90.00 feet), chord bearing and distance = South 7°24'58" West, 148.23 feet; thence South 7°02'36" West, 720.50 feet to a point in the South line of the North One-fourth of the North One-half of the Southeast Quarter of said Section 19; thence North 89°35'38" West, along the South line of said North One-fourth of North One-half of Southeast Quarter, 32.15 feet; to a point in the center line of First Avenue N.W. as said road is built and traveled; thence North 6°39'37" East, along said center line of First Avenue N.W. as traveled, 164.02 feet; thence North 89°34'24" West, 177.34 feet to a point in a line 264.00 feet easterly from and parallel with the West line of the Southeast Quarter of said Section 19; thence North 0°30'28" East, along said parallel line, 165.00 feet to said point of beginning, subject to on easement for Trunk Highway construction and maintenance and for First Avenue N.W. over the southeasterly side of said herein described parcel.

TO BE PLATTED AS:

LOT 1, BLOCK 1 CANNON RIVER VIEW

PROPOSED PLAT OF CANNON RIVER VIEW

EXHIBIT C
GENERAL DEPICTION OF THE EARLY CONSTRUCTION



C-1



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: August 10, 2022
SUBJECT: Approve LG240B Application to Conduct Excluded Bingo for Knights of Columbus 4th Degree Assembly 525

Background:

City Staff received an LG240B Application to Conduct Excluded Bingo from the Knights of Columbus 4th Degree Assemble 525 for an event at the American Legion Hall Post #43 on November 13, 2022. If approved, staff will send the application to the Gambling Control Board for review and final approval.

Recommendation:

Approve LG240B Applciaiton

Attachments:

1. LG240B - KC's 4th Degree Assembly

LG240B Application to Conduct Excluded Bingo**No Fee**11/17
Page 1 of 2**ORGANIZATION INFORMATION**Organization Name: Knights of Columbus 4th Degree Assembly 525Previous Gambling Permit Number: [REDACTED]Minnesota Tax ID Number, if any: 1823861Federal Employer ID Number (FEIN), if any: [REDACTED]Mailing Address: Box 778City: Faribault State: Mn Zip: 5021 County: RiceName of Chief Executive Officer (CEO): Gary GraffCEO Daytime Phone: 214-536-4722CEO Email: ggcg08@gmail.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):



Fraternal



Religious



Veterans



Other Nonprofit Organization

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

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

**Current calendar year Certificate of Good Standing**

Don't have a copy? This certificate must be obtained each year from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

**Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**

Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.

**Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

EXCLUDED BINGO ACTIVITYHas your organization held a bingo event in the current calendar year? ☐ Yes ☒ No

If yes, list the dates when bingo was conducted: _____

The proposed bingo event will be:

one of four or fewer bingo events held this year. Dates: 11/13/2022**-OR-**

conducted on up to 12 consecutive days in connection with a:



county fair

Dates: _____



civic celebration

Dates: _____



Minnesota State Fair

Dates: _____

Person in charge of bingo event: Dennis GermannDaytime Phone: 651-600-9804Name of premises where bingo will be conducted: American Legion Hall Post 43Premises street address: 112 5th St. NECity: Faribault

If township, township name: _____

County: Rice



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: August 10, 2022
SUBJECT: Resolution 2022-167 Approve Agreements Associated with MAB Addition for Development of Malecha Auto Body

Background:

Section 15-340 of the subdivision regulations in the City's Unified Development Ordinance requires a development agreement prior to recording a final plat. The development agreement will cover development details such as parkland dedication (if any), stormwater management, public improvements (if any), title insurance requirements, reimbursement of the City costs and other matters. Resolution 2022-167 will authorize the development agreement and the associated stormwater maintenance agreement to be prepared by the City Engineer for the MAB Addition development site.

Recommendation:

Approve Resolution 2022-167 authorizing the Mayor and City Administrator to sign the development agreement for MAB Addition as prepared by staff and the Stormwater Maintenance Agreement for the site as prepared by the City Engineer.

Attachments:

1. Resolution 2022-167 Approve Agreements Associated with MAB Addition for Development of Malecha Auto Body
2. MAB ADDITION Developers Agreement
3. Draft Stormwater Maintenance Agreement MAB Addition

CITY OF FARIBAULT

RESOLUTION #2022-167

APPROVE AGREEMENTS ASSOCIATED WITH MAB ADDITION FOR DEVELOPMENT OF MALECHA AUTO BODY

WHEREAS, the Faribault City Council, on July 26, 2022 approved Resolution 2022-157 for the approval of the Preliminary Plat and Final Plat of MAB Addition; and

WHEREAS, as a condition of approval of said preliminary plat and final plat, Resolution 2022-157 requires Malecha Properties LLC (the "Developer") to enter into a Development Agreement with the City; and

WHEREAS, as a condition of the aforementioned Development Agreement, the Developer is required to enter into a Stormwater Maintenance Agreement with the City; and

WHEREAS, the City in consultation with the Developer has prepared the following draft agreements included in the following exhibits attached to this Resolution

1. Exhibit A: MAB Addition Development Agreement; and
2. Exhibit B: Stormwater Maintenance Agreement; and

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

NOW, THEREFORE BE IT RESOLVED, that Faribault City Council hereby approves the draft Agreements included in both Exhibit A and Exhibit B of this Resolution and hereby authorizes City Staff and the City's Consultants to make limited revisions to the Agreement as may be necessary to finalize the Agreements.

ALSO, BE IT RESOLVED, that the Faribault City Council hereby authorizes the Mayor and City Administrator to execute and record said final Agreements.

Date Adopted: August 10, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

**MAB ADDITION
DEVELOPER'S PLATTING AGREEMENT**

THIS AGREEMENT (the “**Agreement**”) is made this ____ day of _____, 20____, by and between the CITY OF FARIBAULT, a Minnesota municipal corporation, (the “**City**”) and Malecha Properties LLC, a Minnesota Limited Liability Company (the “**Developer**”) (together with the City the “**Parties**” or each a “**Party**”).

Recitals

WHEREAS, the Developer is the fee owner of certain real property located in the City of Faribault, Rice County, Minnesota, (the “**Property**”), legally described in **Exhibit A**.

WHEREAS, the Developer shall plat the Property consistent with the preliminary and final plat of MAB ADDITION (the “**Plat**”), approved by the City Council in Resolution No. 2022-157 (the “**Authorizing Resolution**”) on July 26, 2022 which is set forth in **Exhibit B** and incorporated by reference to this Agreement as if fully set forth herein, subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, this Agreement, and state statutes.

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Terms of the Agreement

Article One
General Provisions

1.01. Incorporation of Recitals and Exhibits. The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

Article Two
Representations and Warranties

2.01. City Representations and Warranties. The City makes the following representations as the basis for the undertakings on its part contained herein:

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

2.02. Developer Representations and Warranties. The Developer makes the following representations as the basis for the undertakings on its part contained herein:

- A. The Developer is a Minnesota Limited Liability Company.
- B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the individuals who execute this Agreement on behalf of the Developer are duly authorized to sign on behalf of the Developer and to bind the Developer thereto.
- C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree which would prohibit the execution or performance of this Agreement by the Developer or prohibit any of the transactions provided for in this Agreement.
- D. The Developer has complied with and will continue to comply with all applicable federal, state, and local statutes, laws, ordinances, and regulations including, without limitation, any permits, licenses, and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property. The Developer is not aware of any pending or threatened claim of any such violation. Without limitation of the foregoing, the Developer expressly acknowledges and agrees that it has and shall at all times comply with each and every provision of the City's subdivision, zoning, and other related municipal code regulations.
- E. There is no suit, action, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending or threatened against or affecting the Developer or the Property. The Developer is not in default with respect to any order, writ, injunction, or decree of any federal, state, local or foreign court, department, agency, or instrumentality.
- F. None of the representations and warranties made by the Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by the Developer or on its behalf contains or will contain any untrue statement of material fact or omits any material fact, the omission of which would be misleading.

Article Three
Construction of Improvements

3.01. Public Improvements. There are no proposed public improvements to City owned infrastructure. The Property is served by public sanitary sewer and watermain. No changes or improvements regarding public utilities are proposed as part of the Plat.

3.02. Site Improvements. The Developers propose construction of a 10,400 SF Auto Body Repair Shop and Auto Sales facilities with associated parking lot, fenced and screened outdoor storage area and stormwater detention basin. Parking is planned for 32 vehicles including the accessible space as required by State Statutes and the site has proof of parking for an additional seventeen (17) spaces if determined by the City to be needed. Access is planned from 20th Street NW and no access will be granted from 2nd Avenue NW. No buildings are proposed within the Shoreland District area. That portion of the site will only have driveways, parking areas, outdoor storage area and landscaped areas.

A. The Developer shall obtain all necessary approvals and permits from the City of Faribault related to site improvements in the Plat, including but not limited to, a Conditional Use Permit for development in the Shoreland Overlay District, grading permits, work in the right-of-way permits and building permits.

B. The Developer shall enter into a stormwater maintenance agreement for the stormwater system proposed to serve this property substantially in the form as shown in Exhibit _____. The construction of required stormwater management facilities shall be built by the developer to serve the Property and is not designed to serve surrounding properties.

C. Site grading shall be in substantial conformance with the approved Site Plan. No significant deviations from the Final Grading Plan, as determined by the City Engineer, shall occur without the approval of the City Engineer. The Developer shall provide an as-built Grading Plan for the Property before issuance of a final certificate of occupancy, which shall identify building pad elevations, lot corner elevations, stormwater storage ponds, surface drainage ways, common greenways, and open space. The as-built Grading Plan shall have a maximum two (2) foot contours and meet the requirements of the City's Code of Ordinances, Chapter 28, Article VII Sec 28-30.

D. Underground Utilities. In accordance with Sec. 15-380 of Appendix B (Unified Development Regulations) of the City Code of Ordinances, all utilities that serve newly developing areas are to be placed underground, unless overhead utilities are required based on a determination by the City Engineer. Both parties to this Agreement acknowledge that high voltage electric transmission lines will be overhead.

E. Other Governmental Jurisdictions. The Developer shall be responsible for securing all necessary approvals and permits from all appropriate federal, state, regional, and local jurisdictions prior to the commencement of site grading or construction of the Public or Private Improvements, and shall provide copies of all required permits to the City prior to beginning any work covered under the respective permit.

Article Four
Additional Provisions

4.01. Platting Requirements. The Developer shall plat the Property consistent with the preliminary and final plat of MAB ADDITION approved by the City Council in Resolution No. 2022-157, dated July 26, 2022 subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, the City Attorney's plat opinion, this Agreement, and state statutes. Subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, the City Attorney's plat opinion, this Agreement, and state statutes, the Developer shall finalize the plat of MAB ADDITION and shall cause the final plat of MAB ADDITION to be recorded with the Rice County Recorder/Registrar of Titles and provide the City with a reproducible mylar copy of said plat and a digital copy of said plat in a format suitable to the City Engineer.

4.02. Additional Requirements. The Developer shall satisfy, complete, and abide by all requirements set forth in the Authorizing Resolution set forth in **Exhibit B**, including adequately addressing all items as may be directed by the City Attorney, City Engineer or others with review and approval authority of the City including any plat, or engineer opinions and the City Attorney's plat opinion as set forth in **Exhibit C** and incorporated herein by reference as if fully set forth in this Agreement required by the Authorizing Resolution, and all adopted City ordinances and resolutions affecting the Property, all of which are incorporated herein by reference as if fully set forth in this Agreement.

4.03. City Attorney Review; Title Work. Prior to recording the Plat with Rice County, the Developer agrees to provide the City with current title work for the Property identifying any other entity with a legal interest in the Property, including but not limited to any entity with a mortgage interest, easement interest, etc. The City Council's approval of the Plat contemplated by Resolution No. 2022-157 and this Agreement is subject to the Developer's compliance with this provision. The Developer shall provide an Owner's Policy of Title Insurance naming the City as the insured, showing the party recording the plat and dedicating the easements as the fee simple owner, and insuring against loss or damage of all covered risks in the policy in the event that the party filing the Plat and dedicating the easements did not own the property. The City shall have the ability to make a claim on the policy in the event the party filing the Plat and dedicating the easements did not own the property.

The above-mentioned evidence of title shall be subject to the review and approval of the City Attorney to determine what entities must execute the final Plat and other documents to be recorded against the Property. In the event the Developer provides the City with an Owner's Policy of Title Insurance, the Owner's Policy of Title Insurance shall be consistent with the requirements of the City Attorney and with an effective date on which the final Plat is recorded. The City will not issue any building permits or certificates of occupancy until the Developer has provided the City with the Owner's Policy of Title Insurance to the satisfaction of the City Attorney. Further, the Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to the Authorizing Resolution and by the City Attorney are recorded and all conditions for release of the final Plat have been met prior to the City processing or approving any building permits or other permits applicable to the development of the

Property.

4.04. Plat Modifications and Revisions. The Parties acknowledge that various potential modifications and revision issues associated with the Plat may need to occur. The Developer agrees to undertake, assist with, and resolve such issues as directed by the City. The Developer and the City agree to cooperate with each other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to revise or correct any errors in the Plat and to provide any and all additional documentation deemed necessary by either party to effectuate such revisions or corrections to the Plat.

4.05. Property Monumentation. The Developer agrees to install all permanent subdivision monumentation within six (6) months from the date of recording of this Agreement and shall submit to the City written certification by a licensed land surveyor that the required monuments have been installed throughout the plat. All monuments shall be marked with a steel or fiberglass post to allow for easy location following their installation.

4.06. Payment of City Costs. The Developer agrees to reimburse the City its actual costs regarding: (i) preparing and administering this Agreement and all other documents, permits, and applications related thereto; (ii) processing the plat of MAB ADDITION and subdivision approvals relating to the Property; and (iii) preparing and reviewing an environmental assessment worksheet (EAW) and environmental impact statement (EIS), if required. In addition to and without limitation of the foregoing, the costs to be reimbursed by the Developer to the City shall include, but not be limited to, attorneys' fees, engineering fees, inspection fees, and the costs and fees of other technical and professional assistance (including but not limited to the cost of City staff time) incurred or expended by the City on activities arising out of this Agreement, and other undertakings related thereto. The City acknowledges that on May 31, 2022, the Developer deposited with the City the amount of \$3,000 to be applied to payment of the costs described in this section. The Developer acknowledges that if such costs exceed this amount, the Developer shall, upon demand by the City, pay such additional costs to the City within 10 days of such demand, and provided further that the amount by which this deposit exceeds the City's actual costs, if any, shall be returned to the Developer.

In the event the City does not recover its costs under the provisions of this section, as an additional remedy, City may, at its option, assess the Property in the manner provided by Minnesota Statutes, Chapter 429, and Developer hereby consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments pursuant to Minnesota Statutes, Section 429.081, provided the amount levied, together with the funds deposited with the City under this paragraph, does not exceed the expenses actually incurred by the City. Further, the City may, at its option, as an additional remedy, recover expenses actually incurred by the City, in the manner provided by Minnesota Statutes, Section 415.01, 366.011 and 366.012, and the Developer hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied, together with the funds deposited with the City under this section, does not exceed the expenses actually incurred by the City pursuant to this Agreement. Finally, the Developer agrees all such unpaid amounts constitute charges for governmental services that the City may, at its option, collect as a first in priority lien on any unsold lots and on any other property the Developer may own in the

state pursuant to Minnesota Statutes, section 514.67.

This section shall survive termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

4.07. Attorneys' Fees. If the City employs attorneys for the enforcement of any obligation on the part of the Developer under this Agreement, and the City prevails in the action, the Developer agrees that it will pay to the City the reasonable fees of the attorneys so incurred by the City.

4.08. Amendment. Any amendment to this Agreement must be in writing and signed by both Parties.

4.09. Assignment. The Developer may not assign any of its obligations under this Agreement without the prior written consent of the City.

4.10. Agreement to Run with Land. This Agreement may be recorded among the land records of Rice County, Minnesota. The provisions of this Agreement shall run with the Property and be binding upon the Developer and its assigns or successors in interest. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

4.11. Representatives Not Individually Liable. No official, agent, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City on any obligation or term of this Agreement.

4.12. Notices and Demands. Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

(a) as to the Developer: Malecha Properties LLC.
23227 Bagely Avenue
Faribault, MN 55021

(b) as to the City: City of Faribault
208 NW First Avenue
Faribault, MN 55021-5105
Attn: City Administrator

with a copy to: Scott J. Riggs, City Attorney
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

or at such other address with respect to either such party as that party may, from time to time,

designate in writing and forward to the other as provided in this section.

4.13. Parkland Dedication. Parkland dedication for the Property has been completely satisfied as part of previous subdivision approval of the KUNTZE ADDITION subdivisions for this site. There is no parkland dedication required as part of this Agreement.

4.14. Public Improvements. No public improvements are proposed or required as part of this subdivision approval.

4.15. Easement Dedication. The Developer expressly acknowledges and agrees that all easements and other rights in the Property necessary and related to the City's control over the public dedications (all of which shall be described in the plat required by the City's subdivision regulations), shall inure to the City upon the Developer's compliance with this Agreement and approval and recording of a final plat as set forth in the City's subdivision regulations.

4.16. Parking and Storage. The Developer agrees to provide adequate parking and storage area for workers, equipment, construction materials, or other items associated with the improvements. The Developer shall submit a plan to the City that adequately depicts and defines contractor parking and all construction staging areas. All construction staging areas shall be further delineated on site with appropriate construction fencing.

4.17. City's Access. The Developer hereby grants the City, its agents, employees, officials and contractors a non-revocable license to enter the Property to perform all work and inspections deemed appropriate by the City related to the Project and the Property.

4.18 Stormwater Operation and Maintenance Agreement.

A. The Developer shall construct stormwater facilities in accordance with the Plans and in compliance with all City requirements regarding such improvements. The stormwater facilities include, but are not limited to the ponds and all other improvements shown on the Plans.

B. Unless specifically noted otherwise, the stormwater facilities serving the Plat will be private and will be maintained by the Developer at its sole expense. The Developer shall be responsible for the maintenance, repair or replacement of all stormwater facilities serving the Property. The City does not intend to accept the stormwater facilities as public and does not intend to maintain them. The Developer agrees to enter into a Stormwater Maintenance Agreement with the City in the form attached hereto as **Exhibit E**. The purpose of the Stormwater Maintenance Agreement is to ensure that the Developer maintains the stormwater facilities and to give the City the right, but not the obligation to do so if the Developer fails in its obligations. The Stormwater Maintenance Agreement will be recorded against the land within the Plat and will run with the land. The Developer acknowledges that i) the stormwater facilities will not be owned by the City; ii) the City does not plan to maintain or pay for routine maintenance, repair or replacement of the stormwater facilities and that the Developer will have responsibility for such work; iii) maintenance work shall be considered routine and shall be 100% the responsibility of the Developer; iv) when non-routine maintenance work is proposed, the Developer shall review the proposed work with the City Engineer or the City Engineer's representative for approval; v) the City has the right, but not the obligation to perform necessary

work upon the failure or refusal by the Developer to do so; and vi) if the City performs any work on the stormwater facilities, the City has the right to specially assess or otherwise recover the cost of such work against the Property within the Plat.

C. The Developer agrees to inform purchasers within the Plat that i) the City does not plan to maintain or pay for routine maintenance, repair or replacement of the stormwater facilities and that the Developer will have primary responsibility for such work; ii) the City has the right, but not the obligation to perform necessary work upon the failure or refusal by the Developer to do so; and iii) if the City performs any work on the stormwater facilities, the City intends to recover the cost of such work from the owners of any lots within the Plat.

D. The Parties acknowledge that a stormwater facility to serve the Property, is to be constructed by the Developer on the site to serve the proposed plat area as shown on the Civil Engineering Grading Plan attached herto as **Exhibit F**.

E. At time of building permit submittal, Developer must submit a Minnesota Pollution Control Agency National Pollution Discharge Elimination System Construction Stormwater Subdivision Registration Form.

4.19. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.

4.20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

4.21. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

4.22. Indemnification. Notwithstanding anything to the contrary in this Agreement, the City, its officials, agents, and employees shall not be liable or responsible in any manner to the Developer, the Developer's successors or assigns, the Developer's contractors or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance of this Agreement. The Developer, and the Developer's successors or assigns, agree to protect, defend and save the City, and its officials, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees, consulting engineering services, and other technical, administrative, or professional assistance, except to the extent caused by the negligence or willful misconduct of the City, its officials, agents, and employees. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.

This section shall survive termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

4.21. Developer's Default. In the event of default by the Developer as to any work or undertaking required by this Agreement, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Property for such purposes. If the City does any such work, the City may, in addition to its other remedies, levy special assessments against the lots within the subdivision to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes Section 429.081, provided the amount levied does not exceed the expenses actually incurred by the City. Further, the City may, at its option, as an additional remedy, recover expenses actually incurred by the City, in the manner provided by Minnesota Statutes, Section 415.01, 366.011 and 366.012, and the Developer hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied does not exceed the expenses actually incurred by the City pursuant to this Agreement.

4.22. Compliance with Existing Laws. The Developer warrants that all work performed pursuant to this Agreement shall be in compliance with existing Federal, State, and City laws, ordinances, pertinent regulations, standards, and specifications of the City.

4.23. Building Permits. Approval of the Plat does not include approval of a building permit for any structures on the Property. The Developer must submit and the City must approve building plans prior to an application for a building permit for a structure on any lot within the Plat. The Developer or the parties applying for the building permit shall be responsible for payment of the customary fees associated with the building permits and other deferred fees as specified in this Agreement.

4.24. Miscellaneous Provisions.

A. The Developer represents to the City that the subdivision and the Plat comply with all city, county, state, and federal laws and regulations including, but not limited to: subdivision ordinances and zoning ordinances. If the City determines that the subdivision or the Plat does not comply, the City may, at its option, refuse to allow construction or development work on the Property until the subdivision or the Plat does comply. Upon the City's demand, the Developer shall cease work until there is compliance. Upon the City's demand, the Developer shall correct any and all errors contained in the Plat, including but not limited to legal descriptions, names of parties in interest, depictions, etc., solely at the cost of the Developer; further, the Developer shall take all necessary actions such that the Plat will be in compliance with existing laws, ordinances, pertinent regulations, standards, and specifications of the City, solely at the cost of the Developer.

B. Third parties shall have no recourse against the City under this Agreement.

C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

D. Wherever possible, each provision of this Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other related document.

E. 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. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing and signed by the parties. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

F. Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

G. This Agreement, together with the exhibits hereto, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, pertaining to the subject matter of this Agreement.

H. Data provided to the Developer or received from the Developer under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

I. Upon the Developer's compliance with the Agreement and recording of the Plat, the City agrees to execute and record a Certificate of Completion in the form attached hereto as **Exhibit D**.

4.25. Additional Requirements. The Developer shall satisfy, complete and abide by all requirements set forth in the Authorizing Resolution, the City Approvals, and all adopted City ordinances and resolutions affecting the Property, all of which are incorporated herein by reference as if fully set forth in this Agreement. In addition, the Developer shall adequately address all items as may be directed by the City Attorney, the City Engineer or others with review and approval authority for the City.

4.26. Plat Clean-up. The parties to this Agreement acknowledge that various potential clean-up issues associated with the Plat may need to occur. The Developer agrees to undertake, assist with and resolve such issues as directed by the City. The Developer and the City agree to cooperate with each other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to revise or correct any errors in the Plat and to provide any and all additional documentation deemed necessary by either party to effectuate such revisions or corrections to the Plat.

4.27. Other Agreements. Any other agreements, affecting the Property are incorporated herein by reference as necessary as if fully set forth herein. In the case of any inconsistencies between such agreements and this Agreement, the language of this Agreement shall control.

[The remainder of this page to remain intentionally blank].

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

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Mayor

By: _____
Timothy C. Murray
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Kevin F. Voracek and Timothy C. Murray, the Mayor and City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of the City.

Notary Public

DEVELOPER

Malecha Properties LLC.

By: _____

By: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

 The foregoing instrument was acknowledged before me this _____ day of
_____, 20____, by _____, _____ and by
_____, _____ of Malecha Properties LLC.

Notary Public

This document drafted by:

The Planning Division (PJW)
City of Faribault
208 NW 1st Avenue
Faribault, MN 55021
(507)-333-0374

EXHIBIT A OF THE DEVELOPER'S PLATTING AGREEMENT

LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1:

Lot 1, Block 1 Kuntze Addition, City of Faribault, Rice County, Minnesota;

Parcel 2:

That part of Outlot A, 218 Addition according to the plat recorded thereof, City of Faribault, Rice County, Minnesota

Parcel 3:

Outlot A, Kuntze Addition, City of Faribault, Rice County, Minnesota;

EXHIBIT B OF THE DEVELOPER'S PLATTING AGREEMENT
THE AUTHORIZING RESOLUTION

(INSERT RESOLUTION 2022-157)

EXHIBIT C OF THE DEVELOPER'S PLATTING AGREEMENT
CITY ATTORNEY'S PLAT OPINION

(INSERT PLAT OPINION)

EXHIBIT D OF THE DEVELOPER'S PLATTING AGREEMENT

CERTIFICATE OF COMPLETION

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

Dated: _____, 20____.

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Mayor

By: _____
Timothy C. Murray
City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Kevin F. Voracek and Timothy C. Murray, the Mayor and City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of the City.

Notary Public

EXIBIT E

(Insert Stormwater Maintenance Agreement)

EXHIBIT F

(Insert Approved Civil Engineering Plan)

STORMWATER MAINTENANCE AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 20__, by and between the City of Faribault, a Minnesota municipal corporation (the “City”) and Malecha Properties LLC, a Minnesota Limited Liability Company, (the “Owner”).

WITNESSETH:

WHEREAS, the Owner is the fee owner of certain real property located in Rice County, Minnesota, which parcels are legally described on Exhibit A attached hereto (collectively, the “Property”); and

WHEREAS, the Stormwater Improvements which are the subject of this Agreement include, but are not limited to a stormwater basin, stormwater drainage structures, vegetated swales, and accompanying structures. The location of the Stormwater Improvements are shown on final approved plans dated [REDACTED] as on file with the City of Faribault and last revision date [REDACTED] and as shown on Exhibit B attached hereto; and

WHEREAS, the City requires permanent provisions for handling of stormwater runoff, including terms and conditions for operation and maintenance of all Stormwater Improvements, and requires such provisions to be set forth in an agreement to be recorded against the Property; and

WHEREAS, the City and the Owner intend to comply with certain conditions, including entering into this Agreement regarding the operation and ongoing maintenance of the Stormwater Improvements.

NOW, THEREFORE, in consideration of the mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Maintenance of the Stormwater Improvements. The Owner, for itself and its successor or assigns, agrees to maintain the Stormwater Improvements to retain the design performance capacity and observe all drainage laws governing the operation and maintenance of the Stormwater Improvements. The Owner shall make periodic inspection and perform

maintenance of the Stormwater Improvements as described in Exhibit C attached hereto. The Owner shall make all such scheduled inspections and maintenance, keep record of all inspections and maintenance activities, and submit such records annually to the City. The cost of all inspections and maintenance, including debris removal and vegetation restoration of the Stormwater Improvements, shall be the obligation of the Owner and its successors or assigns as the fee owner of the Property.

2. City's Maintenance Rights. The City may, but shall not be obligated to, maintain the Stormwater Improvements, as provided in this paragraph, if the City reasonably believes that the Owner or its successors or assigns has failed to maintain the Stormwater Improvements such that the Stormwater Improvements are not operating as designed in accordance with applicable drainage laws and other requirements and such failure continues for 30 days after the City gives the Owner written notice of such failure or, if such tasks cannot be completed within 30 days, after such time period as may be reasonably required to complete the required tasks provided that Owner is making a good faith effort to complete said task. The City's notice shall specifically state which maintenance tasks are to be performed. If Owner does not complete the maintenance tasks within the required time period after such notice is given by the City, the City shall have the right to enter upon such portions of the Property as may reasonably be necessary to gain access to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Owner or its successors or assigns, which shall include all reasonable staff time, engineering and legal and other reasonable costs and expenses incurred by the City. If the Owner or its successors or assigns fails to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Property. The Owner, on behalf of itself and its successors and assigns, acknowledges that the maintenance work performed by the City regarding the Stormwater Improvements benefits the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes, Chapter 429. The Owner hereby consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments pursuant to Minnesota Statutes, Section 429.081, provided the amount levied, does not exceed the expenses actually incurred by the City. Further, the City may, at its option, as an additional remedy, recover expenses actually incurred by the City as service charges, in the manner provided by Minnesota Statutes, Section 415.01, 366.011 and 366.012, and the Owner hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied, does not exceed the expenses actually incurred by the City pursuant to this Agreement. Notwithstanding the foregoing, in the event of an emergency, as determined by the city engineer, the 30-day notice requirement to the Owner for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Owner, and the Owner shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

3. Hold Harmless. The Owner hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Owner's, or the Owner's agents' or employees' negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to

take any other prudent precautions. In the event the City, upon the failure of the Owner to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Owner shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Owner's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts of the City, its employees, agents and representatives.

4. Costs of Enforcement. The Owner agrees to reimburse the City for all costs prudently incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

5. Rights Not Exclusive. No right of the City under this Agreement shall be deemed to be exclusive and the City shall retain all rights and powers it may have under Minnesota Statutes, sections 444.16 to 444.21 to acquire, construct, reconstruct, extend, maintain and otherwise improve the Stormwater Improvements.

6. Notice. All notices required under this Agreement shall either be personally delivered or be sent by United States certified or registered mail, postage prepaid, and addressed as follows:

- | | | |
|----|-----------------|--|
| a) | as to Owner: | Malecha Properties LLC
23227 Bagley Avenue
Faribault, MN 55021 |
| b) | as to City: | City of Faribault
208 NW First Avenue
Faribault, MN 55021-5105
Attn: City Administrator |
| | with a copy to: | Scott J. Riggs
Kennedy & Graven
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402 |

or at such other address as either party may from time to time notify the other in writing in accordance with this paragraph.

7. Successors and Assigns. All duties and obligations of Owner under this Agreement shall also be duties and obligations of Owner's successors and assigns. The terms and conditions of this Agreement shall run with the Property.

8. Effective Date. This Agreement shall be binding and effective as of the date first written above.

By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____, of Malecha Properties LLC, a Minnesota Limited
Liability Company.

Notary Public

(Remainder of page left intentionally blank)

CITY OF FARIBAULT

By: _____
Kevin F. Voracek, Mayor

By: _____
Timothy C. Murray, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Kevin F. Voracek and Timothy C. Murray, the mayor and the city administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, by and on behalf of the municipal corporation.

Notary Public

This instrument drafted by:

City of Faribault Engineering Department
1200 Belview Trail
Faribault, MN 55021

(Remainder of page left intentionally blank)

DRAFT COPY

**EXHIBIT A TO
STORMWATER MAINTENANCE AGREEMENT**

Legal Description of the Property

PID

TO BE FILLED IN

Legal Description

Lot 1, Block 1 MAB Addition, City of Faribault , Rice County , Minnesota

DRAFT COPY

**EXHIBIT B TO
STORMWATER MAINTENANCE AGREEMENT
Depiction of Location of Stormwater Improvements
TO BE INSERTED AFTER FINAL PLAN APPROVAL**

**EXHIBIT C TO
STORMWATER MAINTENANCE AGREEMENT**

Inspection and Maintenance Schedule

Inspection and maintenance shall be made consistent with the inspection schedule and checklist below, or with the most recent version of the Minnesota Stormwater Manual or other subsequent manual(s) as dictated by the City.

TO BE SUBMITTED BY OWNER AND INSERTED AFTER FINAL PLAN APPROVAL



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: August 10, 2022
SUBJECT: Resolution 2022-165 Authorize Minnesota Department of Transportation Agreement No. 1051417 for Airport Airfield Lighting Improvements Project

Background:

A Federal Aviation Administration (FAA) grant agreement for the Airport Lighting Improvements Project was approved at the July 12, 2022 Council meeting. The attached resolution seeks the acceptance of Minnesota Department of Transportation (MnDOT) Agreement No. 1051417 for State funding.

The grant will provide \$20,484.00 or 5% of the funding of a project to make improvements to the airfield lighting at the Municipal Airport. The project cost and funding breakdown is as follows:

Federal Funding	\$368,696.00	95%
State Funding	\$ 20,484.00	5%
Local Funding	<u>\$ 20,484.00</u>	<u>5%</u>
Total	\$409,664.00	100%

The City's (local) share for the project will come from the Airport Fund (225).

Recommendation:

Approve Resolution 2022-165

Attachments:

1. Resolution 2022-165 Authorize Minnesota Department of Transportation Agreement No. 1051417 for Airport Airfield Lighting Improvements Project

2. Grant Summary Form

CITY OF FARIBAULT

RESOLUTION #2022- 165

**AUTHORIZE MINNESOTA DEPARTMENT OF TRANSPORTATION AGREEMENT
No. 1051417 FOR AIRPORT LIGHTING IMPROVEMENTS PROJECT**

WHEREAS, the City has planned improvements to the runway lighting at the Faribault Municipal Airport; and

WHEREAS, State grant funds are available for assistance with project funding and the City wishes to use these funds; and

WHEREAS, Agreement No. 1051417, "Grant Agreement for Airport Improvement Excluding Land Acquisition," has been prepared by the Federal Aviation Administration and presented to the City for execution.

NOW, THEREFORE BE IT RESOLVED, that the Federal Aviation Administration Agreement No. 1051417, "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. A6601-69 at the Faribault Municipal Airport is accepted.

ALSO, BE IT RESOLVED, that the Mayor and City Administrator are authorized to execute this Agreement and any amendments on behalf of the City of Faribault.

Date Adopted: August 10, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



GRANT SUMMARY FORM

Pre-Application ☐ Application ☐ Award Acceptance ☒ Amendment ☐
Department: Public Works - Airport
Contact Person: Public Works Director

Grant Name: Municipal Airport Airfield Lighting Improvements Project
Grantor: Minnesota Department of Transportation (MnDOT)
Total Project Cost: \$ 409,664.00 Total Award Amount: \$ 20,484.00
Total Cash Match: \$ 20,484.00 Total In-Kind Match: \$ 0.00
Application Date: 04/19/21 Grant Period From 07/13/22 To 12/31/26
Funding Type (Federal, State, Other): State
CFDA Number: _____ Electronic or Hardcopy Submission: Electronic

Project Description

MnDOT funding for improvements to the airfield lighting system. The project is necessary for aircraft to safely navigate the airfield at night.

How is the Match Amount Determined::

Match ratios are determined by the Federal & State (90/5/5%) split.

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

Explanation of Other:

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

Already In Department Budget: \$ 770,000.00 Not Budgeted: \$ 0.00

Proposed Source of Match: Airport Fund (225)

Director Approval

Administrator Approval

8/4/2022



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: August 10, 2022
SUBJECT: Accept Proposal for Sanitary Sewer Structure Rehabilitation

Background:

Annually, sanitary sewer structures are inspected to identify those needing rehabilitation on streets that are scheduled for a pavement overlay, to extend the lifecycle. Staff has identified nine (9) structures that need rehabilitating and has obtained a proposal from Visu-Sewer, Inc. Pewaukee, WI to rehabilitate 102 vertical feet of structure at \$149.00/foot for a total of \$15,198.00. Staff has previous experience with this company with satisfactory results. The Sanitary Sewer Fund (602) will provide the funding.

Recommendation:

Accept Proposal for Sanitary Sewer Structure Rehabilitation from Visu-Sewer, Inc, Pewaukee, WI

Attachments:

1. Visu-Sewer Proposal



Proposal

To: Thomas Judd
City of Faribault
1200 Belview Trail
Faribault, MN 55021
507-491-0063

From: Nick Malucha
Visu-Sewer, Inc.
W230 N4855 Betker Dr
Pewaukee, WI 53072
262-225-5468

Date: 7/18/2022

Project: Strong Seal Manhole Lining

Visu-Sewer is pleased to offer the following quotation:

Line walls and benches of nine (9) manholes for the City of Faribault, using a ½ inch of Strong Seal MS-2A. Visu-Sewer will provide all labor and equipment to complete this project. All work will be in accordance with manufacturers specifications.

Price - \$149.00 per vertical foot
(Based on a minimum of 102 vertical feet)

The City of Faribault will need to provide drivable access to all manholes, water from nearby hydrants without charge, a dump site for captured debris, and traffic control beyond signs and cones.

Thank you for the opportunity to quote on this project. If you should have any questions, please do not hesitate to contact me at 262-225-5468.

All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to standard practices or specifications submitted. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. If a collapse of the original pipe results during the lining process, Visu-Sewer will not be held liable for costs associated with excavation, repairs or restoration. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Terms - Net 30 days.

Acceptance of Proposal

The above prices / conditions are satisfactory and are hereby accepted. Visu-Sewer, Inc. is authorized to do the work as specified.

Date: _____ Signature: _____

www.visu-sewer.com

WISCONSIN - ILLINOIS - MINNESOTA - IOWA - MISSOURI - VIRGINIA - OHIO



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: August 10, 2022
SUBJECT: Approve Industrial Wastewater Discharge Permit

Background:

On January 25, 2022, Significant Industrial User (SIU) permits for six (6) SIU's in the City were approved, each with a three-year term (2022-2024) to align with the Water Reclamation Facility (WRF) wastewater discharge permit term. This was done to make implementation of the SIU pre-treatment program more efficient.

During recent correspondence with the Minnesota Pollution Control Agency (MPCA), it was determined that the permit for Mercury Aircraft Inc. was not included in the previous approvals. The permit has one change from the previous year. The limit for zinc has been lowered to align with the limit for metal finishers as defined by the U.S. Environmental Protection Agency (EPA). Henry Morgan, WRF Superintendent, will administer the contract upon approval.

Recommendation:

Approve Industrial Wastewater Discharge Permit for Mercury Aircraft Inc.

Attachments:

1. Mercury Aircraft Inc. Industrial Wastewater Discharge Permit 2022-2024

Permit No. _____

INDUSTRIAL WASTEWATER DISCHARGE PERMIT

Pursuant to the provisions of Minnesota Statutes, Chapter 214, and the Industrial Pretreatment Ordinance for the City of Faribault, permission is hereby granted to:

Name: **Mercury Aircraft Inc**
Address: **901 Hulett Ave., Faribault, MN 55021**

for the discharge of Industrial Waste into the City of Faribault wastewater treatment system. This permit is granted in accordance with the plans, specifications, and data contained in the Initial Compliance Status Report, which is considered part of this permit and filed on:

Date: _____

Effluent limitations, monitoring requirements, general permit conditions and other specific conditions are hereinafter set forth in this permit.

Effective Date: August 10, 2022

Expiration Date: December 31, 2024

Industry Representative: _____
Title

Issued By: _____
Public Works Director

Approved By: _____
Mayor

Attest: _____
City Administrator

Date: _____

Permit No. _____

A. Effluent Limitations

1) EPA Category: **Metal Finishers**

2) Specific Discharge Limitations

Pollutant or Pollutant Property	lbs/day	mg/l
pH (UNITS)	Local Limits	5-9
BOD	**	N/A
TSS	**	N/A
Cr,T		1.169
Cd		0.023
Cu		0.419
Pb		0.029
Ni		0.221
Zn		1.48
CN		0.031
TTO's		N/A
Phorphorus		MONITOR ONLY

** See section 28-152C of the
Industrial Pretreatment Ordinance.

B. Self-Monitoring Schedule

- 1) The following are specific sampling, sampling compositing and volume determination methods required by this permit. Representative samples shall be collected at each monitoring point by the Permittee in accordance with the guidelines listed in Section 28 of the Industrial Pretreatment Ordinance. Samples shall be collected when wash tank is discharged.

Sample Collection Method:

Representative composite samples over normal hours of plant operations when tank is being drained and discharged to City sewer.

Volume Determination:

Permittee shall follow their wastewater discharge sampling and analysis plan. If tumbler equipment is being used and the dilution factor is greater than 10/1 or 500 gallons per day from deburing then effluent will be included in sample.

- 2) Chemical analysis for the previously specified sample representing the total waste discharge shall be performed for the following parameters: your specific discharge limits listed on page 2 of this permit.
- 3) Pursuant to the requirements of Section 28-148 of the Pretreatment Ordinance, Permittees are required to submit periodic compliance status reports to the City of Faribault, Wastewater Treatment Facility. For the duration of this Permit, the user shall submit an Industrial Waste Discharge Report
Frequency: Quarterly
to the Faribault Wastewater Treatment Facility on or before the 21st (Twenty First) day of the month following the reporting period.
- 4) Categorical users shall comply with the reporting requirements of 40CFR, as listed in section 28-148 of the Pretreatment Ordinance
- 5) In accordance with all sections of the Industrial Pretreatment Ordinance, the City of Faribault Wastewater Treatment Facility may modify the terms and conditions of the Permit as necessary.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: August 10, 2022
SUBJECT: Approve 1-4 Day Application and Permit for a 1-4 Day Temporary On-Sale Liquor License for the Rice County Fair

Background:

City Staff received an application for a 1-4 Day Liquor License from the Rice County Fair for an event that they will be holding on September 17, 2022.

Recommendation:

Approve 1-4 Day Liquor License for the Rice County Fair.

Attachments:

1. 1-4 Day - Rice County Fair - 9-17-22



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization <u>Rice County Fair</u>		Date organized <u>1872</u>	
Address <u>P.O. Box 393</u>		City <u>Faribault</u>	State <u>MN</u>
		Zip Code <u>55021</u>	
Name of person making application <u>John Duorak</u>		Business phone <u>507-332-2470</u>	
Date(s) of event <u>9-17-22</u>		Type of organization ☐ Club ☐ Charitable ☐ Religious ☐ Other non-profit	
Organization officer's name <u>Tara Langerin</u>		City <u>Faribault</u>	State <u>MN</u>
		Zip Code <u>55021</u>	
Organization officer's name <u>Colleen Alman</u>		City <u>Northfield</u>	State <u>MN</u>
		Zip Code <u>55057</u>	
Organization officer's name <u>Sandy Flom</u>		City <u>Faribault</u>	State <u>MN</u>
		Zip Code <u>55021</u>	
Organization officer's name <u>Chris Paschke</u>		City <u>Faribault</u>	State <u>MN</u>
		Zip Code <u>55021</u>	
Location where permit will be used. If an outdoor area, describe.			

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

APPROVAL	
APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT	
<u>Faribault</u> City or County approving the license	<u>August 10, 2022</u> Date Approved
<u>\$35</u> Fee Amount	<u>September 17, 2022</u> Permit Date
<u>August 10, 2022</u> Date Fee Paid	<u>hslechte@ci.faribault.mn.us</u> City or County E-mail Address
	<u>507 333 0253</u> City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community and Economic Development Director
MEETING DATE: August 10, 2022
SUBJECT: Resolution 2022-168 Adopting a Modification to the Development Program for Development District No. 1; and Establishing Tax Increment Financing District No. 17: Riverchase Apartments Herein and Adopting a Tax Increment Financing Plan Therefor; Authorizing Interfund Loan

Background:

Under the direction of the City Council, Staff has been working to implement the Downtown Master Plan, including the development of the City-owned land south of the viaduct. This area was identified in the plan as a mix of residential uses. The City acquired this strategically located property recognizing it as a valuable location that could serve as a catalyst site for additional investment in the downtown, and then actively sought out a development partner.

In early 2022, the City Council discussed in a closed-session the sale of a portion of this city-owned land to Mac Hamilton and his development entity, for the construction of a market-rate apartment building. The City then entered into a Preliminary Development Agreement with Hamilton Development Entity (Developer) in March 2022. The Developer intends to construct a 77-unit market-rate apartment on a portion of the City-owned land south of the viaduct, with associated parking and amenities. The City is currently in the process of replatting the land, and intends to sell Lot 1 Block 1 of the Riverchase Addition to the Developer for this development.

The total project costs are estimated to be \$12.95m. The development will include a four-story, 77-unit market-rate apartment with varying sized units, 9-foot ceilings, private balconies or patios for each unit, tuck-under garages, community room, fitness center, controlled access, in-unit laundry, and on-site property management and maintenance. The building

will also feature a large fourth floor deck with BBQ grills and a fire table as extra amenities. The Developer has prepared site plans and Planning and Zoning applications, and submitted an application for Business Subsidy (TIF) to assist with the housing development. As with most multi-family housing developments, the cost of land acquisition, site and public improvements, utilities and construction - coupled with rising interest rates and material shortages - makes the development not feasible without tax increment assistance.

As with all TIF requests, the City has worked with Ehlers to conduct the financial analysis of the project. Because the Developer is proposing market-rate housing, an Economic Development-Workforce Housing district is being evaluated. Ehlers has evaluated the project details and the Developer's TIF request. Ehlers has concluded that the present value of the estimated total amount of tax increment that will be generated over the life of the Economic Development-Workforce Housing District is \$700,000, and based on the pro forma submitted by the Developer, the Project will require the full \$700,000 in TIF over the life of the district (nine (9) years).

In addition, to support this project, multiple steps and actions have been necessary:

- All Planning & Zoning actions have been scheduled including:
 - Preliminary and Final Plat (Approved 7/26/22)
 - Vacation of unneeded easements and right-of-way (1st Reading 7/26/22, 2nd Reading 8/10/22)
 - Comprehensive Plan amendment (Approved 7/26/22)
 - Rezoning from I-2 to Central Business District (1st Reading 7/26/22, 2nd Reading 8/10/22)
 - Conditional Use Permit for development within the Shoreland Management Overlay District (Approved 7/26/22)
 - Conditional Use Permit for standalone multi-family housing (Approved 7/26/22)
- On July 21, 2022 the EDA reviewed the attached TIF Plan for conformity to the requirements of the TIF Act and consistency with community needs. The EDA members present confirmed that the TIF Plan conforms to the requirements of the TIF Act in state statutes, was consistent with the community needs, and expressed their support for the modification of Development District 1 and the establishment of TIF District 17.
- A public hearing was properly noticed for August 10, 2022 for the City Council to consider Modifications to the Development Program for Development District No. 1 and the proposed establishment of

Tax Increment Financing District No. 17: Riverchase Apartments and consider a resolution to approve the Plans.

If the Council determines, at the conclusion of the public hearing, to approve the resolution to modify Development District No. 1 and establish TIF District No. 17 - the EDA will enter into a Contract for Private Development outlining the specific terms and conditions of the tax increment financing district approval. As part of establishing TIF District No. 17, language is included to allow an Interfund Loan, which gives the City the ability to use excess increments (if there are any in the future) to offset the city's expenses associated with the public infrastructure needed to support the development.

Recommendation:

The City Council is requested to conduct a Public Hearing, pursuant to State Statutes, regarding the TIF modification and establishment request. Upon conclusion of the properly noticed and conducted Public Hearing, the City Council is asked to consider Resolution 2022-168, Adopting a Modification to the Development Program for Development District No. 1; and Establishing Tax Increment Financing District No. 17: Riverchase Apartments and Adopting a Tax Increment Financing Plan Therefor; Authorizing Interfund Loan

Attachments:

1. Resolution 2022-168 Approve Modification to Development District 1 and Establish TIF District 17 Riverchase Apartments
2. Modifications to Development Program & Tax Increment Financing (TIF) Plan - No. 17 - Riverchase Apartments

CITY OF FARIBAULT

RESOLUTION #2022-168

ADOPTING A MODIFICATION TO THE DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 1; AND ESTABLISHING TAX INCREMENT FINANCING DISTRICT NO. 17: RIVERCHASE APARTMENTS HEREIN AND ADOPTING A TAX INCREMENT FINANCING PLAN THEREFOR; AUTHORIZING INTERFUND LOAN

BE IT RESOLVED, by the City Council (the "Council") of the City of Faribault, Minnesota (the "City"), as follows:

Section 1. Recitals

1.01. The City Council of the City of Faribault (the "City") has heretofore established Development District No. 1 and adopted the Development Program therefor. It has been proposed that the City adopt a Modification to the Development Program for Development District No. 1 (the "Development Program Modification") and establish Tax Increment Financing District No. 17: Riverchase Apartments (the "District") therein and adopt a Tax Increment Financing Plan (the "TIF Plan") therefor (the Development Program Modification and the TIF Plan are referred to collectively herein as the "Program and Plan"); all pursuant to and in conformity with applicable law, including Minnesota Statutes, Sections 469.124 to 469.133 and Sections 469.174 to 469.1794, all inclusive, as amended, (the "Act") all as reflected in the Program and Plan, and presented for the Council's consideration.

1.02. The City has investigated the facts relating to the Program and Plan and have caused the Program and Plan to be prepared.

1.03. The City has performed all actions required by law to be performed prior to the establishment of the District and the adoption and approval of the proposed Program and Plan, including, but not limited to, obtaining resolutions approving the tax increment financing plans from the Rice County Board of Commissioners and Independent School District No. 656, obtaining letters of support from local industry, analyzing vacancy rates, review of the Program and Plan by the EDA on July 21, 2022, and the holding of a public hearing upon published notice as required by law.

1.04. Certain written reports (the "Reports") relating to the Program and Plan and to the activities contemplated therein have heretofore been prepared by staff and consultants and submitted to the Council and/or made a part of the City files and proceedings on the Program and Plan. The Reports, including the redevelopment qualifications reports and planning documents, include data, information and/or substantiation constituting or relating to the basis for the other findings and determinations made in this resolution. The Council hereby confirms, ratifies and adopts the Reports, which are hereby incorporated into and made as fully a part of this resolution to the same extent as if set forth in full herein.

1.05 The City is modifying the boundaries of Development District No. 1, to follow the legal corporate limits of the City of Faribault, and modifying the Development Program therefor.

Section 2. Findings for the Adoption and Approval of the Development Program Modification

2.01. The Council approves the Development Program Modification, and specifically finds that: (a) the land within the Project area would not be available for workforce housing without the financial aid to be sought under this Development Program; (b) the Development Program, as modified, will afford maximum opportunity, consistent with the needs of the City as a whole, for the development of the Project by private enterprise; and (c) that the Development Program, as modified, conforms to the general plan for the development of the City as a whole.

Section 3. Findings for the Establishment of Tax Increment Financing District No. 17: Riverchase Apartments

3.01. The Council hereby finds that the District is an "economic development-workforce housing district" under Minnesota Statutes, Section 469.174 Subd. 11 and Subd. 12 and Minnesota Statutes, Section 469.176, Subd. 4c.

3.02. The Council further finds that the proposed development would not occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax

increments for the maximum duration of the District permitted by the Tax Increment Financing Plan, that the Program and Plan conform to the general plan for the development or redevelopment of the City as a whole; and that the Program and Plan will afford maximum opportunity consistent with the sound needs of the City as a whole, for the development or redevelopment of the District by private enterprise.

3.03. The Council further finds, declares and determines that the City made the above findings stated in this Section and has set forth the reasons and supporting facts for each determination in writing, attached hereto as Exhibit A.

Section 4. Public Purpose

4.01. The adoption of the Program and Plan conforms in all respects to the requirements of the Act and will help fulfill a need to develop an area of the City which is already built up, to provide housing opportunities, to improve the tax base and to improve the general economy of the State and thereby serves a public purpose. For the reasons described in Exhibit A, the City believes these benefits directly derive from the tax increment assistance provided under the TIF Plan. A private developer will receive only the assistance needed to make this development financially feasible. As such, any private benefits received by a developer are incidental and do not outweigh the primary public benefits.

Section 5. Approval and Adoption of the Program and Plan

5.01. The Program and Plan, as presented to the Council on this date, including without limitation the findings and statements of objectives contained therein, are hereby approved, ratified, established, and adopted and shall be placed on file in the office of the Director of Community and Economic Development.

5.02. The staff of the City, the City's advisors and legal counsel are authorized and directed to proceed with the implementation of the Program and Plan and to negotiate, draft, prepare and present to this Council for its consideration all further plans, resolutions, documents and contracts necessary for this purpose.

5.03 The Auditor of Rice County is requested to certify the original net tax capacity of the District, as described in the Program and Plan, and to certify in each year thereafter the amount by which the original net tax capacity has

increased or decreased; and the Faribault Economic Development Authority is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within the District, for which building permits have been issued during the 18 months immediately preceding the adoption of this resolution.

5.04. The Mayor and City Administrator are further authorized and directed to file a copy of the Program and Plan with the Commissioner of the Minnesota Department of Revenue and the Office of the State Auditor pursuant to Minnesota Statutes 469.175, Subd. 4a.

Section 6. Interfund Loan

6.01. The City authorizes the use of an interfund loan established either by the City or the Economic Development Authority of Faribault, Minnesota for the advance of certain costs in connection with Tax Increment Financing District No. 17.

Date Adopted: August 10, 2022.

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A

RESOLUTION NO. 2022-165

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan (TIF Plan) for Tax Increment Financing District No. 17: Riverchase Apartments (the "District"), as required pursuant to Minnesota Statutes, Section 469.175, Subdivision 3 are as follows:

1. Finding that Tax Increment Financing District No. 17-Riverchase Apartments is an economic development-workforce housing district as defined in Minnesota Statutes, Section 469.174, Subd. 11 and Subd. 12 and Minnesota Statutes, Section 469.176, Subd. 4c.

Tax Increment Financing District No. 17-Riverchase Apartments consists of one (1) parcel. The development will consist of the construction of a 77-unit non-age restricted workforce housing rental apartment with no income restrictions.

2. Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future.

The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: This finding is supported by the fact that the development proposed in this plan is an economic development-workforce housing district that meets the City's objectives for development and redevelopment. The cost of land acquisition, site and public improvements and utilities makes this housing development infeasible without City assistance. Due to decreased rental income from affordable units, there is insufficient cash flow to provide a sufficient rate of return, pay operating expenses, and service the debt. This leaves a gap in the funding for the project and makes this housing development feasible only through assistance, in part, from tax increment financing. The developer was asked for and provided a letter and a proforma as justification that the developer would not have gone forward without tax increment assistance.

The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan: This finding is justified on the grounds that the cost of land acquisition, site and public improvements, utilities and construction of workforce housing add to the total development cost. Historically, the costs of site and public improvements as well as reduced rents required for affordable workforce housing in the City have made development infeasible without tax increment assistance. The City reasonably determines that no other development of similar scope is anticipated on this site without substantially similar assistance being provided to the development.

3. Finding that the TIF Plan for Tax Increment Financing District No. 17-Riverchase Apartments conforms to the general plan for the development or redevelopment of the municipality as a whole.

The City Council reviewed the TIF Plan and found that the TIF Plan conforms to the general development plan of the City.

4. Finding that the TIF Plan for Tax Increment Financing District No. 17-Riverchase Apartments will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of Development District No. 1 by private enterprise.

Through the implementation of the TIF Plan, the City will provide an impetus for residential development, which is desirable or necessary for increased population and an increased need for workforce housing within the City.

Adoption Date: August 10, 2022

City of Faribault Rice County, Minnesota

MODIFICATION TO THE DEVELOPMENT PROGRAM

Development District No. 1

&

Tax Increment Financing (TIF) Plan

Establishment of Tax Increment Financing District

No. 17 - Riverchase Apartments

(an economic development – workforce housing district)



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, Minnesota 55113

BUILDING COMMUNITIES. IT'S WHAT WE DO.

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Modification to the Development Program for Development District No. 1

FOREWORD

The following text represents a Modification to the Development Program for Development District No. 1. This modification represents a continuation of the goals and objectives set forth in the Development Program for Development District No. 1. Generally, the substantive changes include the expansion of the boundaries of Development District No. 1 and the establishment of Tax Increment Financing District No. 17 - Riverchase Apartments.

For further information, a review of the Development Program for Development District No. 1, is recommended. It is available from the Community and Economic Development Director at the City of Faribault. Other relevant information is contained in the tax increment financing plans for the tax increment financing districts located within Development District No. 1.

Tax Increment Financing Plan for Tax Increment Financing District No. 17 - Riverchase Apartments

FOREWORD

The City of Faribault (the "City"), staff and consultants have prepared the following information to expedite the Establishment of Tax Increment Financing District No. 17 - Riverchase Apartments (the "District"), an economic development tax increment financing district, located in Development District No. 1.

STATUTORY AUTHORITY

Within the City, there exist areas where public involvement is necessary to cause development or redevelopment to occur. To this end, the City has certain statutory powers pursuant to *Minnesota Statutes ("M.S."), Sections* , inclusive, as amended, and *M.S., Sections 469.174 to 469.1794*, inclusive, as amended (the "TIF Act"), to assist in financing public costs related to this project.

This section contains the Tax Increment Financing Plan (the "TIF Plan") for the District. Other relevant information is contained in the Modification to the Development Program for Development District No. 1.

STATEMENT OF OBJECTIVES

The District currently consists of four (4) parcels of land and adjacent roads and internal rights-of-way. The District is being created to facilitate construction of 77 units of rental housing to address the workforce housing needs in the community. The City intends to enter into an agreement with Hamilton Real Estate Group as the developer of the project. Development is anticipated to begin in 2023. This TIF Plan is expected to achieve many of the objectives outlined in the Development Program for Development District No. 1.

The activities contemplated in the Modification to the Development Program and the TIF Plan do not preclude the undertaking of other qualified development or redevelopment activities. These activities are anticipated to occur over the life of Development District No. 1 and the District.

DEVELOPMENT PROGRAM OVERVIEW

Pursuant to the Development Program and authorizing state statutes, the City is authorized to undertake the following activities in the District:

1. Property to be Acquired - The City currently owns four (4) parcels of property within the District. The remaining property located within the District may be acquired by the City and is further described in this TIF Plan.
2. Relocation - Relocation services, to the extent required by law, are available pursuant to *M.S., Chapter 117* and other relevant state and federal laws.
3. Upon approval of a developer's plan relating to the project and completion of the necessary legal requirements, the City may sell to a developer selected properties that it may acquire within the District or may lease land or facilities to a developer.
4. The City may perform or provide for some or all necessary acquisition, construction, relocation, demolition, and required utilities and public street work within the District.
5. The City proposes both public and private infrastructure within the District. The proposed reuse of private property within the District will be for a workforce housing rental project, and there will be continued operation of Development District No. 1 after the capital improvements within Development District No. 1 have been completed.

DESCRIPTION OF PROPERTY IN THE DISTRICT AND PROPERTY TO BE ACQUIRED

The District encompasses all property and adjacent roads rights-of-way and abutting roadways identified by the parcels listed below.

Parcel number	Address	Owner
18.31.4.26.001	55 Willow St.	City of Faribault
18.31.4.00.005*	Unassigned	City of Faribault
18.31.4.00.004	Unassigned	City of Faribault
18.31.4.00.003*	217 Mill St.	City of Faribault

*The parcels are in the process of being re-platted and the District will only include a portion of these parcel: indicated on the District map

Please also see the map in Appendix A for further information on the location of the District.

The City may acquire any parcel within the District including interior and adjacent street rights of way. Any properties identified for acquisition will be acquired by the City only in order to accomplish one or more of the following: storm sewer improvements; provide land for needed public streets, utilities and facilities; carry out land acquisition, site improvements, clearance and/or development to accomplish the uses and objectives set forth in this plan. The City may acquire property by gift, dedication, condemnation or direct purchase from willing sellers in order to achieve the objectives of this TIF Plan. Such acquisitions will be undertaken only when there is assurance of funding to finance the acquisition and related costs.

The City currently owns all four (4) parcels of the property to be included in the District.

DISTRICT CLASSIFICATION

The City, in determining the need to create a tax increment financing district in accordance with *M.S., Sections 469.174 to 469.1794*, as amended, inclusive, finds that the District, to be established, is an economic development district pursuant to *M.S., Section 469.174, Subd. 12*.

The District is in the public interest because it satisfies the requirements of a workforce housing project under Section 469.176, Subdivision 4c, paragraph (d).

Pursuant to *M.S., Section 469.176, Subd. 4c*, revenue derived from tax increment from an economic development district may not be used to provide improvements, loans, subsidies, grants, interest rate subsidies, or assistance in any form to developments consisting of buildings and ancillary facilities, if more than 15% of the buildings and facilities (determined on the basis of square footage) are used for a purpose other than:

1. The manufacturing or production of tangible personal property, including processing resulting in the change in condition of the property;
2. Warehousing, storage, and distribution of tangible personal property, excluding retail sales;
3. Research and development related to the activities listed in items (1) or (2);

4. Telemarketing if that activity is the exclusive use of the property; or
5. Tourism facilities;
6. Space necessary for and related to the activities listed in items (1) to (5); or
7. A workforce housing project that satisfies the requirements of *M.S., Section 469.176, Subd. 4c(d)*.

Pursuant to *M.S., Section 469.176, Subd. 7*, the District does not contain any parcel or part of a parcel that qualified under the provisions of *M.S., Sections 273.111, 273.112, or 273.114 or Chapter 473H* for taxes payable in any of the five calendar years before the filing of the request for certification of the District.

DURATION & FIRST YEAR OF DISTRICT'S TAX INCREMENT

Pursuant to *M.S., Section 469.175, Subd. 1, and M.S., Section 469.176, Subd. 1*, the duration of the District must be indicated within the TIF Plan. Pursuant to *M.S., Section 469.176, Subd. 1b.*, the duration of the District will be 8 years after receipt of the first increment by the City. The date of receipt by the City of the first tax increment is expected to be 2024.

Thus, it is estimated that the District, including any modifications of the TIF Plan for subsequent phases or other changes, would terminate after 2032, or when the TIF Plan is satisfied. The City reserves the right to decertify the District prior to the legally required date.

ORIGINAL TAX CAPACITY, TAX RATE & ESTIMATED CAPTURED NET TAX CAPACITY VALUE/INCREMENT & NOTIFICATION OF PRIOR PLANNED IMPROVEMENTS

Pursuant to *M.S., Section 469.174, Subd. 7 and M.S., Section 469.177, Subd. 1*, the Original Net Tax Capacity (ONTC) as certified for the District will be based on the market values placed on the property by the assessor in 2022 for taxes payable 2023.

Pursuant to *M.S., Section 469.177, Subds. 1 and 2*, the County Auditor shall certify in each year (beginning in the payment year 2024) the amount by which the original value has increased or decreased as a result of:

1. Change in tax exempt status of property;
2. Reduction or enlargement of the geographic boundaries of the District;
3. Change due to adjustments, negotiated or court-ordered abatements;
4. Change in the use of the property and classification;
5. Change in state law governing class rates; or
6. Change in previously issued building permits.

In any year in which the current Net Tax Capacity (NTC) value of the District declines below the ONTC, no value will be captured and no tax increment will be payable to the City.

The original local tax rate for the District will be the local tax rate for taxes payable 2023, assuming the request for certification is made before June 30, 2023. The rates for 2023 were not available at the time the District was established. The ONTC and the Original Local Tax Rate for the District appear in the table below.

Pursuant to *M.S., Section 469.174 Subd. 4 and M.S., Section 469.177, Subd. 1, 2, and 4*, the estimated Captured Net Tax Capacity (CTC) of the District, within Development District No. 1, upon completion of the projects within the District, will annually approximate tax increment revenues as shown in the table below. The City requests 100 percent of the available increase in tax capacity be used for repayment of the obligations of the City and current expenditures, beginning in the tax year payable 2024. The Project Tax Capacity (PTC) listed is an estimate of values when the projects within the District are completed.

Project Tax Capacity		
Project estimated Tax Capacity upon completion	161,230	
Original estimated Net Tax Capacity	5,199	
Fiscal Disparities	<u>0</u>	
Estimated Captured Tax Capacity	156,031	
Original Local Tax Rate	<u>108.8640%</u>	Pay 2022
Estimated Annual Tax Increment	\$169,862	
Percent Retained by the City	100%	

Note: Tax capacity includes a 5% inflation factor for the duration of the District. The tax capacity included in this chart is the estimated tax capacity of the District in year 9. The tax capacity of the District in year one is estimated to be \$30,078.

Pursuant to *M.S., Section 469.177, Subd. 4*, the City shall, after a due and diligent search, accompany its request for certification to the County Auditor or its notice of the District enlargement pursuant to *M.S., Section 469.175, Subd. 4*, with a listing of all properties within the District or area of enlargement for which building permits have been issued during the eighteen (18) months immediately preceding approval of the TIF Plan by the municipality pursuant to *M.S., Section 469.175, Subd. 3*. The County Auditor shall increase the original net tax capacity of the District by the net tax capacity of improvements for which a building permit was issued.

The City is reviewing the area to be included in the District to determine if any building permits have been issued during the 18 months immediately preceding approval of the TIF Plan by the City.

SOURCES OF REVENUE/BONDS TO BE ISSUED

The total estimated tax increment revenues for the District are shown in the table below:

SOURCES	
Tax Increment	\$ 1,142,325
Interest	114,232
TOTAL	\$ 1,256,557

The costs outlined in the Uses of Funds will be financed primarily through the annual collection of tax increments. The City reserves the right to issue bonds (as defined in the TIF Act) or incur other indebtedness as a result of the TIF Plan. As presently proposed, the projects within the District will be financed by pay-as-you-go notes and interfund loans. Any refunding amounts will be deemed a budgeted cost without a formal modification to this TIF Plan. This provision does not obligate the City to incur debt. The City will issue bonds or incur other debt only upon the determination that such action is in the best interest of the City.

The City may issue bonds secured in whole or in part with tax increments from the District in a maximum principal amount of \$1,042,935. Such bonds may be in the form of pay-as-you-go notes, revenue bonds or notes, general obligation bonds, or interfund loans. This estimate of total bonded indebtedness is a cumulative statement of authority under this TIF Plan as of the date of approval.

USES OF FUNDS

Currently under consideration for the District is a proposal to facilitate construction of 77 units of rental housing to address the workforce housing needs in the community. The City has determined that it will be necessary to provide assistance to the project(s) for certain District costs, as described herein.

The City has studied the feasibility of the development or redevelopment of property in and around the District. To facilitate the establishment and development or redevelopment of the District, this TIF Plan authorizes the use of tax increment financing to pay for the cost of certain eligible expenses. The estimate of public costs and uses of funds associated with the District is outlined in the following table.

USES	
Land/Building Acquisition	\$ 300,000
Site Improvements/Preparation	100,000
Utilities	75,000
Other Qualifying Improvements	453,703
Administrative Costs (up to 10%)	114,232
PROJECT COSTS TOTAL	\$ 1,042,935
Interest	213,622
PROJECT AND INTEREST COSTS TOTAL	\$ 1,256,557

The total project cost, including financing costs (interest) listed in the table above does not exceed the total projected tax increments for the District as shown in the Sources of Revenue section.

Estimated capital and administrative costs listed above are subject to change among categories by modification of the TIF Plan without hearings and notices as required for approval of the initial TIF Plan, so long as the total capital and administrative costs combined do not exceed the total listed above. Further, the City may spend up to 20% of the tax increment revenues from the District for activities (described in the table above) located outside the boundaries of the District but within the boundaries of the Development District No. 1 (including administrative costs, which are considered to be spent outside the District), subject to all other terms and conditions of this TIF Plan.

ESTIMATED IMPACT ON OTHER TAXING JURISDICTIONS

The estimated impact on other taxing jurisdictions assumes that the redevelopment contemplated by the TIF Plan would occur without the creation of the District. However, the City has determined that such development or redevelopment would not occur "but for" tax increment financing and that, therefore, the fiscal impact on other taxing jurisdictions is \$0. The estimated fiscal impact of the District would be as follows if the "but for" test was not met:

Impact on Tax Base			
Entity	2021/Pay 2022 Total Net Tax Capacity	Estimated Captured Tax Capacity (CTC) upon completion	Percent of CTC to Entity Total
Rice County	77,724,192	156,031	0.2007%
City of Faribault	20,431,840	156,031	0.7637%
ISD 656 (Faribault Public Schools)	35,424,548	156,031	0.4405%

Impact on Tax Rates				
Entity	Pay 2022 Extension Rate	Percent of Total	CTC	Potential Taxes
Rice County	39.3350%	36.13%	156,031	\$ 61,375
City of Faribault	54.6820%	50.23%	156,031	85,321
ISD 656 (Faribault Public Schools)	14.5910%	13.40%	156,031	22,766
Other	0.2560%	0.24%	156,031	399
	108.8640%	100.00%		\$ 169,862

The estimates listed above display the captured tax capacity when all construction is completed. The tax rate used for calculations is the Pay 2022 rate. The total net capacity for the entities listed above are based on Pay 2022 figures. The District will be certified under the Pay 2023 rates, which were unavailable at the time this TIF Plan was prepared.

Pursuant to *M.S., Section 469.175 Subd. 2(b)*:

- (1) Estimate of total tax increment. It is estimated that the total amount of tax increment that will be generated over the life of the District is \$1,142,325;

- (2) Probable impact of the District on city provided services and ability to issue debt. An impact of the District on police protection is expected. With any addition of new residents or businesses, police calls for service will be increased. New developments add an increase in traffic, and additional overall demands to the call load. The removal of blight, however, will eliminate nuisance criminal activity. The City does not expect that the proposed development, in and of itself, will necessitate new capital investment in vehicles or facilities.

The probable impact of the District on fire protection is not expected to be significant. Typically new buildings generate few calls, if any, and are of superior construction. The existing building, located at the site, which will be eliminated by the new development, has public safety concerns. The City does not expect that the proposed development, in and of itself, will necessitate new capital investment in vehicles or facilities.

The impact of the District on public infrastructure is expected to be minimal. The development is not expected to significantly impact traffic movements in the area. The current infrastructure for sanitary sewer and water will be able to handle the additional volume generated from the proposed development. As part of the project, a regional stormwater treatment basin will be constructed to provide the required stormwater treatment for the Riverchase development. Based on the development plans, there are limited additional costs associated with street maintenance, sweeping, plowing, lighting and sidewalks. The development in the District is expected to contribute an estimated \$114,000 in sanitary sewer (SAC) and water (WAC) connection fees.

The probable impact of the issuance of any general obligation tax increment bonds payable from tax increment revenues from the District on the City's ability to issue debt for general fund purposes is expected to be minimal. It is not anticipated that there will be any general obligation debt issued in relation to this project, therefore there will be no impact on the City's ability to issue future debt or on the City's debt limit.

- (3) Estimated amount of tax increment attributable to school district levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is \$153,105;
- (4) Estimated amount of tax increment attributable to county levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same, is \$412,747;
- (5) Additional information requested by the county or school district. The City is not aware of any standard questions in a county or school district written policy regarding tax increment districts and impact on county or school district services. The county or school district must request additional information pursuant to *M.S., Section 469.175 Subd. 2(b)* within 15 days after receipt of the tax increment financing plan.

No requests for additional information from the county or school district regarding the proposed development for the District have been received.

SUPPORTING DOCUMENTATION

Pursuant to *M.S., Section 469.175, Subd. 1 (a), clause 7* this TIF Plan must contain identification and description of studies and analyses used to make the determination set forth in *M.S., Section 469.175, Subd. 3, clause (b)(2)* and the findings are required in the resolution approving the District.

- (i) In making said determination, reliance has been placed upon (1) written representation made by the Developer to such effects, (2) review of the Developer's proforma; and (3) City staff awareness of the feasibility of developing the project site within the District, which is further outlined in the City Council resolution approving the establishment of the District and Appendix C.
- (ii) A comparative analysis of estimated market value both with and without establishment of the District and the use of tax increments has been performed. Such analysis is included with the cashflow in Appendix B and indicates that the increase in estimated market value of the proposed development (less the indicated subtractions) exceeds the estimated market value of the site absent the establishment of the District and the use of tax increments.

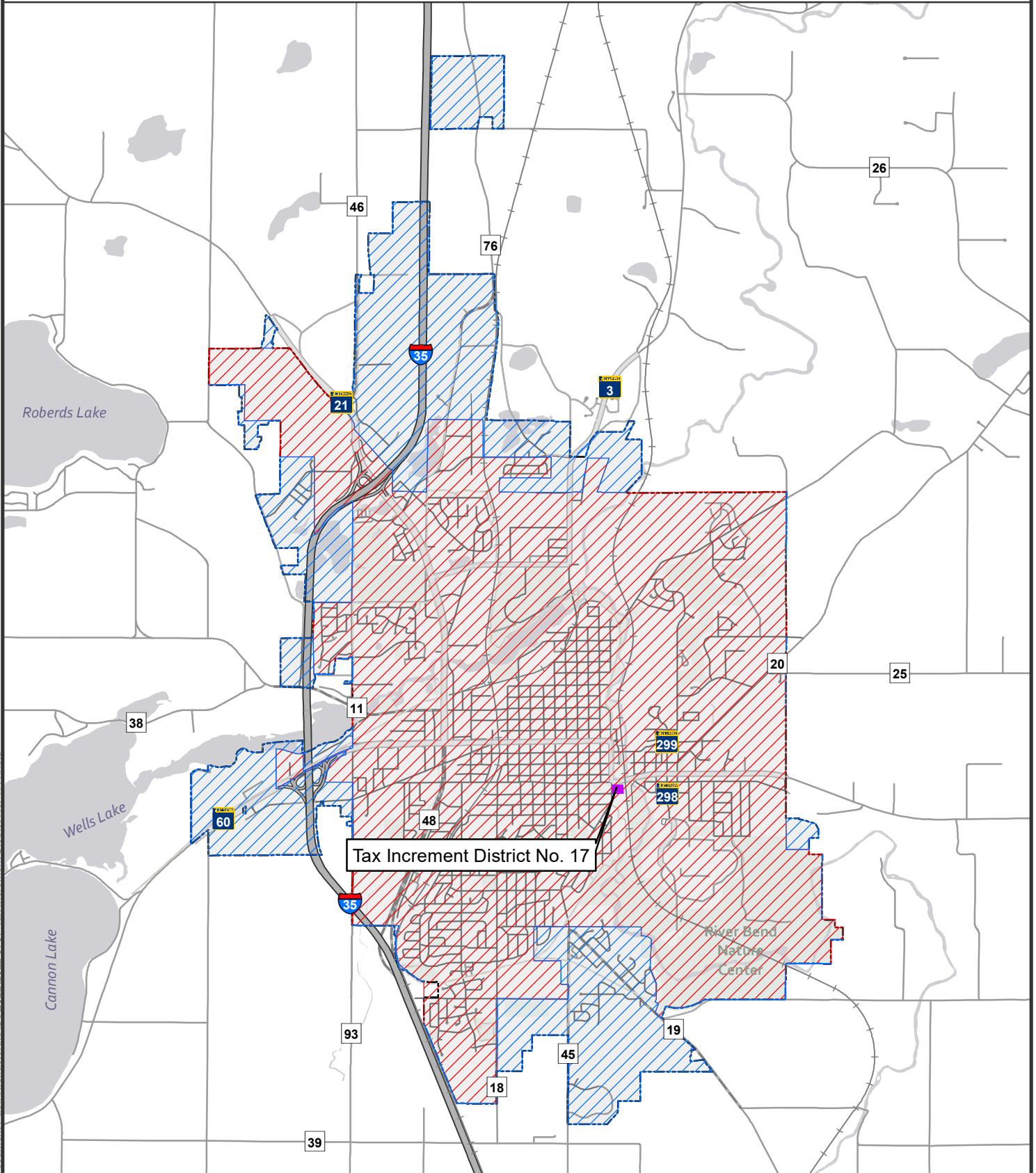
DISTRICT ADMINISTRATION

Administration of the District will be handled by the Community and Economic Development Director.

Appendix A: Map of Development District No. 1 and the TIF District

Development District No. 1 Tax Increment District No. 17

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



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0 3,300 6,600 Feet
1 inch = 4,877 feet



Development District No. 1



Proposed Expanded Development District No. 1



Tax Increment District No. 17

Appendix B: Estimated Cash Flow for the District

Riverchase Apartments - No Inflation

City of Faribault, MN

77 Workforce Rental Units



ASSUMPTIONS AND RATES

DistrictType: Economic Development
District Name/Number: TIF District No. 17-Riverchase Apartments
County District #:
First Year Construction or Inflation on Value 2022
Existing District - Specify No. Years Remaining
 Inflation Rate - Every Year: 5.00%
 Interest Rate: 4.00%
 Present Value Date: 1-Aug-23
 First Period Ending: 1-Feb-24
 Tax Year District was Certified: Pay 2022
 Cashflow Assumes First Tax Increment For Development: 2024
 Years of Tax Increment: 9
 Assumes Last Year of Tax Increment: 2032
 Fiscal Disparities Election [Outside (A), Inside (B), or NA] NA
 Incremental or Total Fiscal Disparities NA
 Fiscal Disparities Contribution Ratio NA Pay 2022
 Fiscal Disparities Metro-Wide Tax Rate NA Pay 2022
 Maximum/Frozen Local Tax Rate: 108.864% Pay 2022
 Current Local Tax Rate: (Use lesser of Current or Max.) 108.864% Pay 2022
 State-wide Tax Rate (Comm./Ind. only used for total taxes) 36.2890% Pay 2022
 Market Value Tax Rate (Used for total taxes) 0.20456% Pay 2022

Tax Rates

Exempt Class Rate (Exempt)	0.00%
Commercial Industrial Preferred Class Rate (C/I Pref.)	
First \$150,000	1.50%
Over \$150,000	2.00%
Commercial Industrial Class Rate (C/I)	2.00%
Rental Housing Class Rate (Rental)	1.25%
Affordable Rental Housing Class Rate (Aff. Rental)	
First \$100,000	0.75%
Over \$100,000	0.25%
Non-Homestead Residential (Non-H Res. 1 Unit)	
First \$500,000	1.00%
Over \$500,000	1.25%
Homestead Residential Class Rate (Hmstd. Res.)	
First \$500,000	1.00%
Over \$500,000	1.25%
Agricultural Non-Homestead	1.00%

BASE VALUE INFORMATION (Original Tax Capacity)

Map ID	PID	Owner	Address	Land Market Value	Building Market Value	Total Market Value	Percentage Of Value Used for District	Original Market Value	Tax Year Original Market Value	Property Tax Class	Current Original Tax Capacity	Class After Conversion	After Conversion Orig. Tax Cap.	Area/ Phase
1	18.31.4.26.001	City of Faribault	55 Willow St.	163,700	85,500	249,200	100%	249,200	Pay 2022	Exempt	-	Rental	3,115	1
2	18.31.4.00.005	City of Faribault	Unassigned	30,600	0	30,600	80%	24,480	Pay 2022	Exempt	-	Rental	306	
3	18.31.4.00.004	City of Faribault	Unassigned	46,300	0	46,300	100%	46,300	Pay 2022	Exempt	-	Rental	579	
4	18.31.4.00.003	City of Faribault	217 Mill St.	450,000	509,600	959,600	10%	95,960	Pay 2022	Exempt	-	Rental	1,200	
				690,600	595,100	1,285,700		415,940			0		5,199	

Note:

1. Base values are for pay 2023 based upon review of County website on 7-8-2022.
2. Located in SD # 656 and TAG: FARIBO-SD656-HSP-HRA-EDA

Riverchase Apartments - No Inflation
City of Faribault, MN
77 Workforce Rental Units



PROJECT INFORMATION (Project Tax Capacity)													
Area/Phase	New Use	Estimated Market Value Per Sq. Ft./Unit	Taxable Market Value Per Sq. Ft./Unit	Total Sq. Ft./Units	Total Taxable Market Value	Property Tax Class	Project Tax Capacity	Project Tax Capacity/Unit	Percentage Completed 2022	Percentage Completed 2023	Percentage Completed 2024	Percentage Completed 2025	First Year Full Taxes Payable
1	Apartments	125,000	125,000	77	9,625,000	Rental	120,313	1,563	25%	75%	100%	100%	2026
TOTAL					9,625,000		120,313						
Subtotal Residential				77	9,625,000		120,313						
Subtotal Commercial/Ind.				0	0		0						

Note:

1. Market values are based upon estimates from the County Assessor.

TAX CALCULATIONS									
New Use	Total Tax Capacity	Fiscal Disparities Tax Capacity	Local Tax Capacity	Local Property Taxes	Fiscal Disparities Taxes	State-wide Property Taxes	Market Value Taxes	Total Taxes	Taxes Per Sq. Ft./Unit
Apartments	120,313	0	120,313	130,977	0	0	19,689	150,666	1,956.70
TOTAL	120,313	0	120,313	130,977	0	0	19,689	150,666	

Note:

1. Taxes and tax increment will vary significantly from year to year depending upon values, rates, state law, fiscal disparities and other factors which cannot be predicted.
2. If tax increment is received in 2023, then the district will be one year shorter.

WHAT IS EXCLUDED FROM TIF?	
Total Property Taxes	150,666
less State-wide Taxes	0
less Fiscal Disp. Adj.	0
less Market Value Taxes	(19,689)
less Base Value Taxes	(5,660)
Annual Gross TIF	125,317

MARKET VALUE BUT / FOR ANALYSIS	
Current Market Value - Est.	415,940
New Market Value - Est.	9,625,000
Difference	9,209,060
Present Value of Tax Increment	908,237
Difference	8,300,823
Value likely to occur without Tax Increment is less than:	8,300,823



Riverchase Apartments - No Inflation
City of Faribault, MN
77 Workforce Rental Units

TAX INCREMENT CASH FLOW														
% of OTC	Project Tax Capacity	Original Tax Capacity	Fiscal Disparities NA	Captured Tax Capacity	Local Tax Rate	Annual Gross Tax Increment	Semi-Annual Gross Tax Increment	State Auditor 0.36%	Admin. at 10%	Semi-Annual Net Tax Increment	Semi-Annual Present Value	PERIOD ENDING Yrs.	Tax Year	Payment Date
100%	30,078	(5,199)	-	24,879	108.864%	27,084	13,542	(49)	(1,349)	12,144	11,672	0.5	2024	02/01/24
100%	90,234	(5,199)	-	85,035	108.864%	92,573	13,542	(49)	(1,349)	12,144	23,116	1	2024	08/01/24
100%	120,313	(5,199)	-	115,113	108.864%	125,317	46,286	(167)	(4,612)	41,508	61,463	1.5	2025	02/01/25
100%	126,328	(5,199)	-	121,129	108.864%	131,866	46,286	(167)	(4,612)	41,508	99,058	2	2025	08/01/25
100%	132,645	(5,199)	-	127,445	108.864%	138,742	62,658	(226)	(6,243)	56,190	148,952	2.5	2026	02/01/26
100%	139,277	(5,199)	-	134,078	108.864%	145,962	62,658	(226)	(6,243)	56,190	197,869	3	2026	08/01/26
100%	146,241	(5,199)	-	141,041	108.864%	153,543	65,933	(237)	(6,570)	59,126	248,332	3.5	2027	02/01/27
100%	153,553	(5,199)	-	148,353	108.864%	161,503	65,933	(237)	(6,570)	59,126	297,806	4	2027	08/01/27
100%	161,230	(5,199)	-	156,031	108.864%	169,862	69,371	(250)	(6,912)	62,209	348,839	4.5	2028	02/01/28
							69,371	(250)	(6,912)	62,209	398,872	5	2028	08/01/28
							72,981	(263)	(7,272)	65,447	450,476	5.5	2029	02/01/29
							72,981	(263)	(7,272)	65,447	501,068	6	2029	08/01/29
							76,772	(276)	(7,650)	68,846	553,245	6.5	2030	02/01/30
							76,772	(276)	(7,650)	68,846	604,398	7	2030	08/01/30
							80,752	(291)	(8,046)	72,415	657,148	7.5	2031	02/01/31
							80,752	(291)	(8,046)	72,415	708,864	8	2031	08/01/31
							84,931	(306)	(8,463)	76,163	762,190	8.5	2032	02/01/32
							84,931	(306)	(8,463)	76,163	814,471	9	2032	08/01/32
Total							1,146,452	(4,127)	(114,232)	1,028,092				
Present Value From 08/01/2023							908,237	(3,270)	(90,497)	814,471				
Present Value Rate							4.00%							

Appendix C: Findings Including But/For Qualifications

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan for Tax Increment Financing District No. 17 - Riverchase Apartments as required pursuant to *Minnesota Statutes (M.S.), Section 469.175, Subd. 3* are as follows:

1. *Finding that Tax Increment Financing District No. 17 - Riverchase Apartments is an economic development district as defined in M.S., Section 469.174, Subd. 12.*

Tax Increment Financing District No. 17 - Riverchase Apartments is a contiguous geographic area within the City's Development District No. 1, delineated in the TIF Plan, for the purpose of financing economic development in the City through the use of tax increment. The District is in the public interest because it will facilitate construction of 77 units of rental housing to address the workforce housing needs in the community in the City which will increase employment in the State and preserve and enhance the tax base of the state.

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of Tax Increment Financing District No. 17 - Riverchase Apartments permitted by the TIF Plan.*

The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: This finding is supported by the fact that the development proposed in this plan includes workforce rental housing that meets the City's objectives for economic development. The cost of land acquisition, and related site improvements necessary to maximize development potential, makes development of the facility infeasible without City assistance. The Developer was asked for and provided a letter and a proforma as justification that the developer would not have gone forward without tax increment assistance.

The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed

development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the TIF Plan: The City supported this finding on the grounds that the project includes workforce housing. The City reasonably determines that no other development of similar scope that provides the necessary housing is anticipated on this site without substantially similar assistance being provided to the development.

Therefore, the City concludes as follows:

- a. The City's estimate of the amount by which the market value of the entire District will increase without the use of tax increment financing is \$0.
 - b. If the proposed development occurs, the total increase in market value will be \$9,209,060 (see Appendix B of the TIF Plan)
 - c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be \$908,237 (see Appendix B of the TIF Plan).
 - d. Even if some development other than the proposed development were to occur, the Council finds that no alternative would occur that would produce a market value increase greater than \$8,300,823 (the amount in clause b less the amount in clause c) without tax increment assistance.
3. *Finding that the TIF Plan for Tax Increment Financing District No. 17 - Riverchase Apartments conforms to the general plan for the development or redevelopment of the municipality as a whole.*

The City Council reviewed the TIF Plan and found that the TIF Plan conforms to the general development plan of the City.

4. *Finding that the Tax Increment Financing Plan for Tax Increment Financing District No. 17 - Riverchase Apartments will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of Development District No. 1 by private enterprise.*

The project to be assisted by the District will result in increased employment in the City and the State of Minnesota, increased tax base of the State, and add a high-quality development to the City.

Appendix D: Letters of Support From Local Business

July 7, 2022

Dear Minnesota Housing:

Trystar supports the housing developments that are being proposed at Willow and 17th Street and the Riverchase Apartment complex located at Willow and Division Street.

Finding quality employees has been a very difficult task for some time now, made harder by the lack of available housing in Faribault. Trystar looked to creative solutions to the workforce/housing crisis in the past including opening an office 30 minutes north of Faribault and using a shuttle to take employees from this Burnsville office down to Faribault. While this has helped us add some employees from further distances away that would normally not have been viable due to the drive, we haven't been able to add nearly enough employees in this manner and need employees who can be local in order to be on-site at our production facility every day during normal working hours without having to drive extended distances. The lack of quality housing has also affected our ability to attract high skill talent. Trystar employees would like the opportunity to be able to live in the town that they work in, but in the current state, our employees are unable to find quality and/or affordable housing in Faribault.

Trystar is a vertically integrated manufacturer of electrical infrastructure solutions and an integral part of the nation's overall electrical power capability. We continue to expand at rapid rates and with that need to add employees to our Faribault operations. As we grow, quality affordable housing will be necessary to be successful doing this. Faribault is a great city and our staff want to live in their community and raise their families here.

Trystar looks forward to seeing these proposed projects come to fruition, benefiting not only Trystar, but the many businesses that call Faribault home.

Housing options are needed in Faribault, and Trystar writes in support of the developments that the City is considering.

Sincerely,



A.J. Smith, CEO

July 7, 2022

Dear Minnesota Housing:

Faribault Foods supports the housing developments that are being proposed at Willow and 17th Street, and the Riverchase Apartment complex located at Willow and Division Street.

Faribault Foods is a major employer in the City of Faribault, and we are struggling to find quality employees because of the housing shortage in Faribault. We have had to find creative solutions to the housing issues in Faribault, which currently include housing staff in regionally based hotels and offering transportation to the employees. This is not an ideal solution for many reasons!

Our employees want to live in the community that they work in and new workforce and market rate housing is the only way that our recruited employees will have that opportunity. The vacancy rate in Faribault is very low, and an ability for a newcomer to secure an apartment in Faribault is also very low. More housing is necessary to ensure the success of established businesses as well as businesses that look to enter this market. A lack of housing will deter any future businesses from putting roots in Faribault.

Faribault Foods looks forward to seeing these proposed projects come to fruition. These projects add quality housing to Faribault's landscape, and will benefit the businesses as we seek to recruit quality employees.

Faribault Foods writes in support of the housing projects at Willow and 17th Street and Willow and Division.

Sincerely,



David Tieman
Faribault Foods



July 7, 2022

Dear Minnesota Housing:

Jennie-O Turkey supports the housing developments that are being proposed at Willow Street and 17th Street and the Riverchase Apartment complex located at Willow and Division Street.

Jennie-O Turkey is a major employer in the City of Faribault, and we struggle to find quality employees because of the housing shortage in Faribault. We know that we are not unlike many other employers in the City, and we are all seeking very similarly skilled employees. Faribault has a unique employer base, with many skilled trades being represented in a small town. We take pride in that!

Housing has become a major barrier and concern in recruiting and hiring staff. Jennie-O employees would like the opportunity to live in quality housing that is available and affordable and have the opportunity to be part of the community in which they work. It is extremely difficult to recruit employees when there is no housing available for them.

Jennie-O Turkey looks forward to seeing these proposed projects come to fruition. These projects add quality housing to Faribault's landscape, and will benefit the businesses as we seek to recruit quality employees.

Jennie-O Turkey writes in support of the housing projects at Willow and 17th Street and Willow and Division.

Sincerely,

A handwritten signature in black ink, appearing to read "Jody Long", written over a light blue horizontal line.

Jody Long

Plant Manager

Appendix E: Supporting Documentation of Vacancy Rate

To be added prior to the public hearing



Discussion Item

TO: Faribault Housing and Redevelopment Authority

FROM: Kim Clausen

MEETING DATE: August 8, 2022

SUBJECT: Vacancy Study Update

PURPOSE:

Accept an update to the 2020 Maxfield Vacancy Study.

BACKGROUND:

In 2020, the HRA hired Maxfield Research and Consulting to prepare a rental housing needs analysis with recommendations. The scope of the project included:

- Analysis of demographic and economic characteristics of the city
- Review of existing rental housing stock
- Evaluation of rental market conditions
- Calculation of demand for general occupancy *and* senior rental housing
- Assessment of housing affordability
- Verify eligibility for Workforce Housing TIF Programs

Two main purposes of the Study were to support the community's efforts to recruit apartment developers and to verify the City's eligibility for a new Economic Development-Workforce Housing TIF Program. The TIF Program requires that Faribault and other communities within 15 miles has a vacancy rate of less than 3% for the previous 2 years.

The City currently has multiple development projects that could take advantage of the Economic Development-Workforce Housing TIF Program. Staff performed an update of the vacancy portion of the 2020 Vacancy Study to determine the vacancy rate of Faribault and other communities within 15 miles for 2020 and 2021. Staff was able to survey 1,804 rental units in Northfield, Faribault and Owatonna. These units had a combined 2020 vacancy rate of .63% and a 2021 vacancy rate of .77%, for an average vacancy rate of .7% for the last 2 years.

REQUESTED ACTION: The HRA is requested to receive and file this update to the 2020 Vacancy Study.

January 5, 2018

MEMORANDUM

TO: Ms. Kim Clausen
Community Development Coordinator
City of Faribault

FROM: Ms. Mary C. Bujold
Maxfield Research and Consulting LLC

Re: Vacancy Rate Trends for Rental Housing in the Cities of Faribault, Northfield and Owatonna in South Central Minnesota

Introduction

Maxfield Research was engaged by the City of Faribault to conduct an analysis of vacancy rate trends for the Cities of Faribault, Northfield and Owatonna. Faribault and Northfield are located in Rice County (Northfield is also partially located in Dakota County) and Owatonna is located in Steele County.

This memorandum presents our findings of the analysis that was conducted during the month of November.

General Summary

Overall, our surveys and contacts among rental housing properties (predominantly mid-size or larger properties (8 units or more) find that vacancy rates have continued to decrease over the past four years, especially among properties that are income-restricted, which includes those financed under programs such as Rural Development, Low-Income Housing Tax Credits, and Section 8. Properties with income restrictions have few or no vacancies at this time and many have long waiting lists. Market rate properties exhibit greater variance with regards to occupancies. Lower-priced market rate units in properties that are older (built pre-2000) were identified to have only one or no vacancies at this time and in discussions with property owners, the vacancy rates were only slightly higher two years ago and have continued to decrease as the economy has recovered. Higher-priced market rate units with rents that exceed a base price of \$800 per month for a one-bedroom unit tend to have greater availability, but these units were identified as largely non-traditional rentals such as condos, townhomes or single-family homes.

Rents have increased consistently over the past four years. From 2012 through 2016, rents at market rate properties have increased at market rate and income-restricted rental properties among the communities between 2% and 2.5% per year. This is considered to be a healthy annual increase and indicates that rents are keeping pace with and/or exceeding inflation. With rents increasing at this average annual rate and vacancies continuing to decrease, rents may start to increase at a higher annual rate beyond the standard inflation rate.

The following paragraphs provide additional supplemental information on rental market conditions in each of the three larger cities. Surveyed properties included only traditional rental units and did not include non-traditional units such as rented single-family homes or rented townhomes that were previously owner-occupied. These units may move back and forth between the owned and rental residential markets.

Northfield

Surveyed Properties

The surveyed contained a total of 1,132 rental units among 23 properties ranging in size from 4 units to 204 units with an average size of 49 units. The vacancy rate in November 2017 for these units was 0.3%, which is very low and indicates an exceptionally tight rental market. The market equilibrium rate for rental housing is considered to be 5% to allow for adequate turnover and sufficient consumer choice. A vacancy rate of less than 1% indicates that there is less turnover and renter households are not likely relocating due to a concern that they will not be able to find other suitable housing options in the local market.

Discussions with rental property owners and managers identified that the overall rental market in Northfield has continued to tighten over the past two years. One year ago, the overall vacancy rate in Northfield was estimated at 1.5% and two years ago, it was estimated at 2.0%. Vacancy rates have continued to decrease between 2015 and 2017, indicating continued strong demand for rental housing in the community. Glo Suites, a four-unit studio rental building was constructed in 2015 and is fully-occupied. Prior to that, there were no new rental properties built in Northfield since a 45-unit building was constructed in 2010 (Mosaic Apartments).

Rent levels among rental properties in Northfield have increased between 1% and 3% annually over the past four years and between 2% and 4% over the past two years. In our discussions with rental property managers, rents have increased based on strong demand and vacancies have continued to remain low. Property managers frequently receive several calls per week from households looking for apartments.

Faribault

Maxfield Research surveyed 1,133 units among 24 properties in Faribault. The survey identified a total of 7 units vacant for an overall vacancy rate of 0.8%, indicating that the rental market in Faribault is very tight. These units were identified in traditional rental properties with property sizes ranging from four units to 144 units. The average size of properties surveyed was 47 units, which is modest size.

Conversations with rental property owners and managers revealed that rents have been gradually increasing in Faribault and vacancies have decreased in each year since 2012. Most stated that the current vacancy situation in Faribault is very tight and that it is the tightest rental market they have seen in many years. Again, no new rental buildings have been constructed in recent years.

In 2016, the overall rental vacancy rate in Faribault was identified to be 1.2% and in 2015, was estimated at 1.3%. As noted above, the rental vacancy rate has continued to decrease in Faribault and is now less than 1.0%. Again, vacancy rates that are this low in the market substantially reduce consumer choice and turnover and also reduce the potential for economic development as companies that would consider locating in a community want to make certain that there is sufficient housing to accommodate workers, especially if they are adding jobs to the area and expect that some workers would desire to relocate.

Owatonna

Maxfield surveyed rental properties in Owatonna in 2017, 2016, 2015 and 2013. Two of these surveys were completed as a result of the Comprehensive Housing Needs Analysis, one was completed for a private developer and the most recent, at the request of the City of Faribault. Findings of the surveys revealed the following overall rental vacancy rate. A total of 1,142 units was surveyed. These same properties were surveyed in 2013, 2015 and 2016. In 2013, the vacancy rate was 5.5%. In 2015, the vacancy rate had dropped to 4.8%. By 2016, the vacancy rate had decreased to 4.2% and by 2017, it had decreased to 2.1% (a decrease of 2.7% over the period), showing that overall demand for rental housing has increased over the period. The overall vacancy rate of 2.7% in Owatonna, similar to the other two communities, reflects strong demand and a vacancy rate well below the 5% market equilibrium level. Owatonna had the highest market rate rental vacancy rate of the three communities surveyed, but was still well below the equilibrium rate.

Rents have increased in Owatonna by approximately 2.0% annually over the period between 2013 and 2017.

Summary

Given the most recent vacancy rates and the lack of new rental construction, Northfield and Faribault currently exhibit the greatest need for additional rental housing.

The table below summarizes the estimated average overall vacancy rate in each of the three communities over the past two years (2015 through 2017) and an average overall vacancy rate for the three communities combined for each of the years, reflecting a two-year period.

VACANCY RATE SUMMARY SURVEYED RENTAL UNITS FARIBAULT, NORTHFIELD AND OWATONNA 2015 through 2017			
Community	Units Surveyed	Units Vacant	Vacancy Rate
Faribault			
2017	1,133	9	0.8
2016	1,133	14	1.2
2015	1,133	15	1.3
Northfield			
2017	1,132	4	0.3
2016	1,132	17	1.5
2015	1,132	23	2.0
Owatonna			
2017	1,142	14	1.2
2016	1,142	29	2.5
2015	1,142	32	2.8
Combined			
2017	3,407	27	0.8%
2016	3,407	60	1.8%
2015	3,407	70	2.1%
Source: Maxfield Research and Consulting LLC			

In communities where there has been a limited supply of rental housing that has not kept pace with increasing demand, rents are increasing, on average, 2% to 3% annually, above the annual national inflation rate. Vacancies have decreased and continue to remain low, suggesting that demand for rental units has increased and continues to remain strong. An overall vacancy rate however, of less than 1% not only constricts consumer choice in the market, but also reduces the potential for future employment growth as companies may be deterred from locating in a community that does not have sufficient housing for workers and/or may be deterred from

hiring new workers, especially from outside of the area, if there is not sufficient housing availability.

High land and construction costs (substantial labor shortages) and construction and development companies focusing on housing markets where they are able to achieve higher yields for their investments has resulted in a substantial lack of investment in rental housing in outlying communities over the past four years and in some communities, new rental construction has not occurred for an even longer period of time. Single-family homes and owner-occupied townhomes have been converted to rental to support some of the demand for larger size units, but this takes away from the existing owner-occupied stock and in some cases, has created a severe shortage of entry-level housing for first-time homebuyers.

Demographic and Employment Review

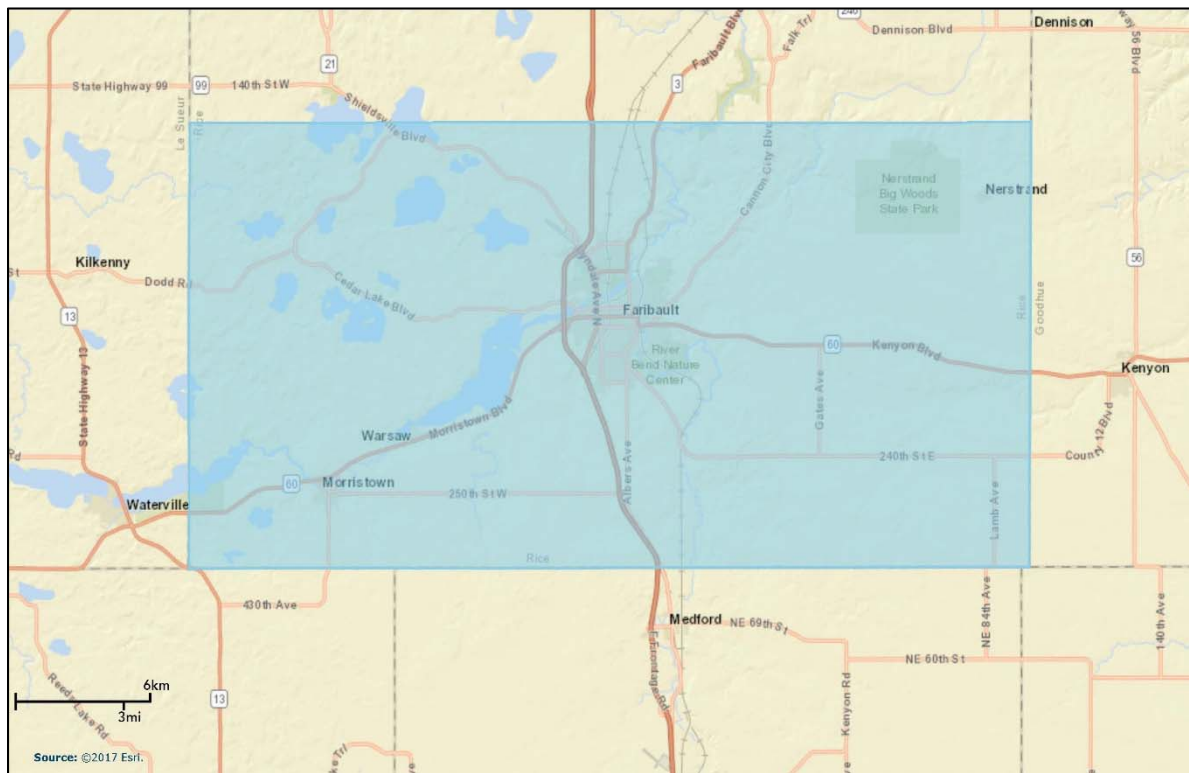
This section provides information on population and household growth trends, employment growth trends and demographic characteristics for each of the communities included in the analysis: Northfield, Faribault and Owatonna. Where appropriate, demographic data is also provided for Rice and Steele Counties as a comparison.

Draw areas were compiled for each of the communities with the understanding that there is also likely to be some cross-over between each of these communities in terms of employment and residential options, including apartments. As such, the draw areas identified for this memorandum would not necessarily reflect the draw area for a specific development that might be proposed in any one of the three communities. Jurisdictions included for the draw areas are shown on Table 1 below.

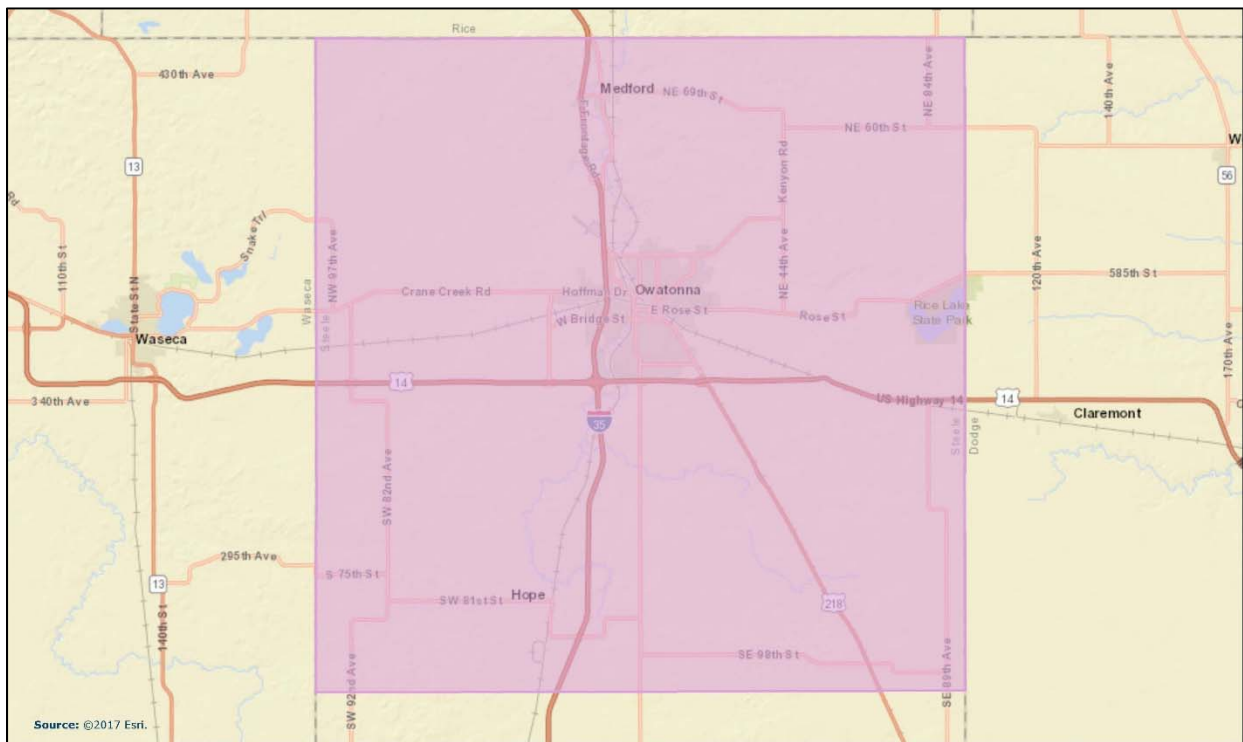
TABLE 1 DRAW AREAS NORTHFIELD, FARIBAULT, OWATONNA		
Northfield	Faribault	Owatonna
Bridgewater Twp.	Cannon City Twp.	Aurora Twp.
Dennison city	Faribault city	Clinton Falls Twp.
Dundas city	Morristown city	Deerfield Twp.
Forest Twp.	Morristown Twp.	Havana Twp.
Greenvale Twp.	Nerstrand city	Lemond Twp.
Lonsdale city	Richland Twp.	Medford city
Northfield city	Walcott Twp.	Medford Twp.
Northfield Twp.	Warsaw Twp.	Merton Twp.
Sciota Twp.	Wells Twp.	Owatonna city
Waterford Twp.	Wheeling Twp.	Owatonna Twp.
Webster Twp.		Somerset Twp.
Source: US Census		

Map of the New Prague area in Minnesota, showing the location of the New Prague Area School District highlighted in orange. The map includes major roads like Highway 19, Highway 35, and Highway 50, and nearby towns such as New Market, Elko, Northfield, and Dundas. The source is cited as ©2017 Esri.

Faribault Draw Area



Owatonna Draw Area



Population and Household Growth Trends

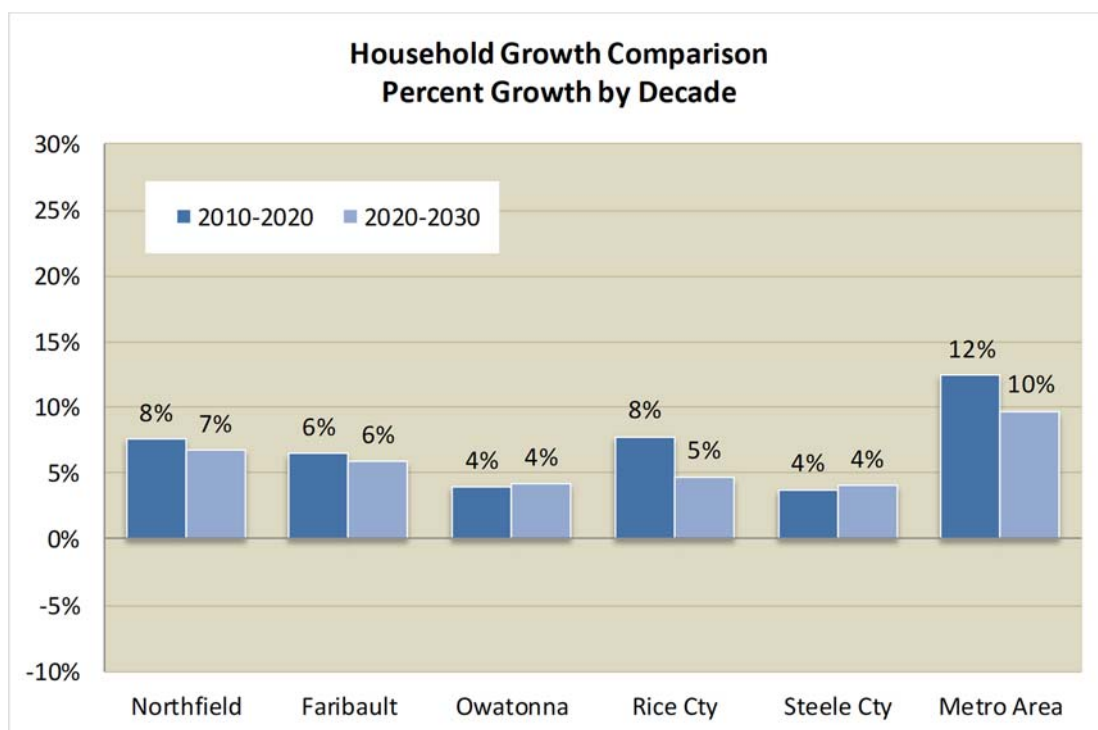
Table 2 shows a summary of population and household growth trends for each of the community draw areas along with Rice and Steele Counties and the 7-County Twin Cities Metro Area. Data was compiled from the US Census and from ESRI Inc., a national demographics forecasting and mapping provider. The projections for 2030 were derived from data provided by ESRI Inc. and were reviewed against data compiled by the Minnesota Demographic Center.

TABLE 2 POPULATION AND HOUSEHOLD GROWTH TRENDS AND PROJECTIONS DRAW AREAS 2000 - 2030									
	Census		Estimate	Forecast		Change			
						2000-2010		2010-2020	
	2000	2010	2017	2020	2030	No.	Pct.	No.	Pct.
Population									
Northfield Draw Area	26,319	32,576	33,961	34,513	36,407	6,257	23.8%	1,937	5.9%
Faribault Draw Area	30,234	32,517	33,765	34,297	36,069	2,283	7.6%	1,780	5.5%
Owatonna Draw Area	29,615	32,474	33,261	33,658	34,980	2,859	9.7%	1,184	3.6%
Rice County	56,665	64,142	66,489	68,179	70,883	7,477	13.2%	4,037	6.3%
Steele County	33,680	36,576	37,398	37,832	39,278	2,896	8.6%	1,256	3.4%
Twin Cities Metro Area*	2,642,062	2,849,567	3,073,520	3,127,660	3,388,950	207,505	7.9%	278,093	9.8%
Households									
Northfield Draw Area	8,081	10,808	11,389	11,622	12,400	2,727	33.7%	814	7.5%
Faribault Draw Area	10,822	11,839	12,380	12,603	13,345	1,017	9.4%	764	6.5%
Owatonna Draw Area	11,305	12,705	13,040	13,206	13,758	1,400	12.4%	501	3.9%
Rice County	18,888	22,315	23,338	24,046	25,179	3,427	18.1%	1,731	7.8%
Steele County	12,846	14,330	14,684	14,865	15,467	1,484	11.6%	535	3.7%
Twin Cities Metro Area*	1,021,456	1,117,749	1,204,920	1,256,580	1,378,470	96,293	9.4%	138,831	12.4%
*Includes the 7-County Area (Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington Counties)									
Sources: US Census Bureau; ESRI; Metropolitan Council; MN Demographic Ctr.; Maxfield Research & Consulting, LLC									

The table shows that during the 2000s, population and household growth in the Northfield draw area was robust, with that area increasing its population and household bases by 23.8% and 33.7%, respectively. Growth in Owatonna was second with 9.7% and 12.4% increases followed by Faribault with increases of 9.4% and 9.7%. All of these growth rates were very healthy and indicate that these regional centers continued to attract people and households. Higher growth rates for households versus population suggest shrinking household sizes and an overall aging of the household base with fewer people living in each household. Faribault had a slightly higher growth rate for population, which suggests that this community may have attracted larger households during the period from 2000 to 2010.

Growth rates are anticipated to moderate during the 2010s as each of these communities continues to age overall and as the economic recession in the early part of the decade reduced economic development throughout Minnesota. Growth from 2020 to 2030 is anticipated to be about the same rate as growth projected for 2010 to 2020, between 4% and 7% for each of the draw areas. These growth rates, while lower than during the 2000s, are nevertheless, considered to be healthy.

The graph below shows the percent growth by decade projected for each of the draw areas, the counties and the Twin Cities Metro Area.



Age Distribution

Tables 3 through 5 present age distribution trends for the Northfield, Faribault and Owatonna draw areas along with Rice and Steele Counties for the period 2000 to 2022. Data for 2000 and 2010 is compiled from the US Census while the 2017 estimates and 2022 projections were derived from data provided by ESRI, Inc.

Northfield

The table shows that the Northfield Draw Area expanded substantially during the 2000s with the age groups, 55 to 64 and 45 to 54 exhibiting the largest increases over the period, 1,514 (83%) for those ages 55 to 64 and 1,121 (35%) for those ages 45 to 54.

Over the next five years, 2017 to 2022, seniors are projected to experience the greatest growth in the area, with increases of 444 (17%) for people ages 65 to 74 and 362 for people age 75 years or older (17%). People ages 25 to 34 are projected to exhibit the third largest growth, 242 people or 7% over the five-year period. Similar trends are anticipated for Rice County, but the third largest numerical growth is projected for people ages 35 to 44 (400 people) in the county as a whole.

TABLE 3 AGE DISTRIBUTION NORTHFIELD DRAW AREA 2000 - 2022								
Age	Census		Estimate	Projection	Change			
					2000-2010		2017-2022	
	2000	2010	2017	2022	No.	Pct.	No.	Pct.
Draw Area								
Under-20	8,423	9,761	9,677	9,748	1,338	15.9	71	0.7
20 to 24	3,891	4,247	4,377	4,257	356	9.1	-120	-2.7
25 to 34	2,540	3,384	3,504	3,746	844	33.2	242	6.9
35 to 44	3,808	3,846	3,705	3,902	38	1.0	197	5.3
45 to 54	3,228	4,349	4,032	3,711	1,121	34.7	-321	-8.0
55 to 64	1,813	3,327	3,945	3,990	1,514	83.5	45	1.1
65 to 74	1,250	1,854	2,641	3,085	604	48.3	444	16.8
75+	1,366	1,808	2,080	2,442	442	32.4	362	17.4
Total	26,319	32,576	33,961	34,881	6,257	23.8	920	2.7
Rice County								
Under-20	17,474	18,243	17,922	18,158	769	4.4	236	1.3
20 to 24	5,775	6,174	6,293	6,073	399	6.9	-220	-3.5
25 to 34	6,628	7,653	8,057	8,272	1,025	15.5	215	2.7
35 to 44	8,894	8,019	7,822	8,222	-875	-9.8	400	5.1
45 to 54	6,972	9,265	8,543	7,873	2,293	32.9	-670	-7.8
55 to 64	4,447	6,907	8,153	8,374	2,460	55.3	221	2.7
65 to 74	3,201	4,146	5,447	6,269	945	29.5	822	15.1
75+	3,274	3,735	4,252	4,938	461	14.1	686	16.1
Total	56,665	64,142	66,489	68,179	7,477	13.2	1,690	2.5
Sources: U.S. Census Bureau; ESRI; Maxfield Research & Consulting, LLC								

Faribault

The table shows that the Faribault Draw Area experienced the strongest growth those in their middle ages, the cohorts age 45 to 54 and 55 to 64 during the 2000s. These age groups expanded 1,162 (30%) and 1,142 (40%) over the period.

Over the next five years, 2017 to 2022, seniors are projected to experience the greatest growth in the area, with increases of 423 (14%) for people ages 65 to 74 and 338 for people age 75

years or older (15%). People ages 35 to 44 are projected to exhibit the third largest growth, 203 people or 5% over the five-year period. As mentioned previously, similar trends are anticipated for Rice County.

TABLE 4 AGE DISTRIBUTION FARIBAULT DRAW AREA 2000 - 2022								
Age	Census		Estimate	Projection	Change			
					2000-2010		2017-2022	
	2000	2010	2017	2022	No.	Pct.	No.	Pct.
Draw Area								
Under-20	8,927	8,814	8,619	8,794	-113	-1.3	175	2.0
20 to 24	1,879	1,928	1,974	1,886	49	2.6	-88	-4.5
25 to 34	4,083	4,375	4,620	4,616	292	7.2	-4	-0.1
35 to 44	5,036	4,302	4,256	4,459	-734	-14.6	203	4.8
45 to 54	3,818	4,980	4,663	4,337	1,162	30.4	-326	-7.0
55 to 64	2,610	3,750	4,379	4,544	1,140	43.7	165	3.8
65 to 74	1,933	2,342	2,952	3,375	409	21.2	423	14.3
75+	1,948	2,026	2,302	2,640	78	4.0	338	14.7
Total	30,234	32,517	33,765	34,651	2,283	7.6	886	2.6
Rice County								
Under-20	17,474	18,243	17,922	18,158	769	4.4	236	1.3
20 to 24	5,775	6,174	6,293	6,073	399	6.9	-220	-3.5
25 to 34	6,628	7,653	8,057	8,272	1,025	15.5	215	2.7
35 to 44	8,894	8,019	7,822	8,222	-875	-9.8	400	5.1
45 to 54	6,972	9,265	8,543	7,873	2,293	32.9	-670	-7.8
55 to 64	4,447	6,907	8,153	8,374	2,460	55.3	221	2.7
65 to 74	3,201	4,146	5,447	6,269	945	29.5	822	15.1
75+	3,274	3,735	4,252	4,938	461	14.1	686	16.1
Total	56,665	64,142	66,489	68,179	7,477	13.2	1,690	2.5
Sources: U.S. Census Bureau; ESRI; Maxfield Research & Consulting, LLC								

Owatonna

The table shows that the Owatonna Draw Area experienced the strongest growth those in their middle ages, the cohorts age 45 to 54 and 55 to 64 during the 2000s. These age groups expanded 1,404 (58%) and 881 (23%) over the period.

Over the next five years, 2017 to 2022, seniors are projected to experience the greatest growth in the area, with increases of 546 (18%) for people ages 65 to 74 and 273 for people age 75 years or older (11%). People ages 35 to 44 are projected to exhibit the third largest growth, 224 people or 5.5% over the five-year period. These trends are similar for Steele County, which is

projected to show growth of 20% among people 65 to 74 and 11% among people age 75 years or older and 5.6% among people ages 35 to 44.

TABLE 5 AGE DISTRIBUTION OWATONNA DRAW AREA 2000 - 2022								
Age	Census		Estimate	Projection	Change			
					2000-2010		2017-2022	
	2000	2010	2017	2022	No.	Pct.	No.	Pct.
Draw Area								
Under-20	9,118	9,349	9,018	9,168	231	2.5	150	1.7
20 to 24	1,649	1,595	1,844	1,704	-54	-3.3	-140	-7.6
25 to 34	3,882	4,033	4,059	4,008	151	3.9	-51	-1.3
35 to 44	4,842	4,290	4,059	4,283	-552	-11.4	224	5.5
45 to 54	3,947	4,828	4,504	4,108	881	22.3	-396	-8.8
55 to 64	2,442	3,846	4,416	4,471	1,404	57.5	55	1.2
65 to 74	1,882	2,263	2,967	3,513	381	20.2	546	18.4
75+	1,853	2,270	2,394	2,667	417	22.5	273	11.4
Total	29,615	32,474	33,261	33,922	2,859	9.7	661	2.0
Steele County								
Under-20	10,316	10,472	10,062	10,233	156	1.5	171	1.7
20 to 24	1,836	1,774	2,053	1,879	-62	-3.4	-174	-8.5
25 to 34	4,313	4,506	4,528	4,461	193	4.5	-67	-1.5
35 to 44	5,462	4,759	4,507	4,758	-703	-12.9	251	5.6
45 to 54	4,467	5,449	5,064	4,594	982	22.0	-470	-9.3
55 to 64	2,798	4,346	4,995	5,048	1,548	55.3	53	1.1
65 to 74	2,182	2,589	3,369	4,027	407	18.7	658	19.5
75+	2,306	2,681	2,820	3,121	375	16.3	301	10.7
Total	33,680	36,576	37,398	38,121	2,896	8.6	723	1.9
Sources: U.S. Census Bureau; ESRI; Maxfield Research & Consulting, LLC								

Household Incomes

Tables 6 through 8 show household income by age of householder as estimated for 2017 with a projection for 2022. Data is compiled by ESRI Inc. and separated into seven income categories. Also shown is the median household income for each of the draw areas. Housing is considered affordable is a household spends no more than 30% of their income on housing costs. Homeowners are likely to spend somewhat less than this proportion (25% to 28%) while renters, especially those with lower incomes, may be spending more than this percentage and would be considered cost-burdened. Tight rental markets with rising rental rates typically placed the greatest pressure on low and moderate income households who may already be stretching their housing dollars to find and keep a suitable residence.

Northfield

The estimated 2017 median household income is highest in Northfield at \$76,451. Younger households in the Northfield Draw Area are estimated to have relatively high median incomes at \$52,843 for households under age 25 and \$72,439 for households age 25 to 34. This suggests that households in this area who are renting may be able to afford higher priced rental units depending on the proportion of households that are most likely to rent their housing. The median household income is projected to rise to \$83,796 by 2022, an increase of 1.9% per year, equal to the annual inflation rate.

TABLE 6 HOUSEHOLD INCOME BY AGE OF HOUSEHOLDER NORTHFIELD DRAW AREA 2017 & 2022								
	Total	Age of Householder						
		<25	25-34	35-44	45-54	55-64	65 -74	75+
2017								
Less than \$15,000	674	45	74	66	69	122	105	193
\$15,000 to \$24,999	771	46	85	80	69	99	139	253
\$25,000 to \$34,999	639	37	103	79	73	96	94	157
\$35,000 to \$49,999	1,309	65	214	183	199	199	182	267
\$50,000 to \$74,999	2,131	94	363	345	378	375	339	237
\$75,000 to \$99,999	2,071	70	289	395	484	402	302	129
\$100,000 or more	3,793	61	498	773	969	927	433	132
Total	11,389	418	1,626	1,921	2,241	2,220	1,594	1,368
Median Income	\$76,451	\$52,843	\$72,439	\$85,954	\$90,199	\$86,599	\$68,780	\$38,411
2022								
Less than \$15,000	641	42	73	62	54	96	107	207
\$15,000 to \$24,999	692	40	78	58	52	77	127	260
\$25,000 to \$34,999	542	30	86	63	46	69	87	161
\$35,000 to \$49,999	1,095	55	178	136	135	142	168	281
\$50,000 to \$74,999	1,996	88	345	311	292	327	354	280
\$75,000 to \$99,999	2,146	78	312	406	429	393	358	171
\$100,000 or more	4,667	74	658	957	1,030	1,099	630	221
Total	11,778	407	1,729	1,992	2,037	2,202	1,830	1,580
Median Income	\$83,796	\$57,886	\$81,648	\$96,763	\$100,580	\$99,786	\$78,745	\$42,360
Change 2017-2022								
Less than \$15,000	-33	-3	-1	-4	-15	-26	2	14
\$15,000 to \$24,999	-79	-6	-7	-22	-17	-22	-12	7
\$25,000 to \$34,999	-97	-7	-17	-16	-27	-27	-7	4
\$35,000 to \$49,999	-215	-10	-36	-47	-64	-57	-14	14
\$50,000 to \$74,999	-135	-6	-18	-34	-86	-48	15	43
\$75,000 to \$99,999	75	8	23	11	-55	-9	56	42
\$100,000 or more	874	13	160	184	60	171	197	89
Total	389	-11	103	71	-204	-18	236	212
Median Income	\$7,345	\$5,043	\$9,209	\$10,809	\$10,381	\$13,187	\$9,965	\$3,949
Sources: ESRI; US Census Bureau; Maxfield Research & Consulting, LLC								

Faribault

The estimated 2017 median household income in the Faribault Draw Area was \$58,682. Younger households in the Faribault Draw Area are also estimated to have relatively high median household incomes compared to the other age groups. Households under age 25 are estimated to have a household income of \$50,674 while households age 25 to 34 are estimated to have a median household income of \$58,014. The median income is expected to rise to \$66,964 by 2022, an average annual increase of 2.7%, well above the annual inflation rate.

TABLE 7 HOUSEHOLD INCOME BY AGE OF HOUSEHOLDER FARIBAULT DRAW AREA 2017 & 2022								
	Age of Householder							
Total	<25	25-34	35-44	45-54	55-64	65 -74	75+	
2017								
Less than \$15,000	867	56	93	85	84	159	161	229
\$15,000 to \$24,999	946	67	100	100	93	137	159	290
\$25,000 to \$34,999	1,063	79	141	151	126	161	185	220
\$35,000 to \$49,999	2,074	144	323	283	306	352	337	329
\$50,000 to \$74,999	2,729	178	486	470	529	535	352	179
\$75,000 to \$99,999	2,107	123	272	382	497	415	248	170
\$100,000 or more	2,572	61	324	499	673	659	276	80
Total	12,358	708	1,739	1,970	2,308	2,418	1,718	1,497
Median Income	\$58,682	\$50,674	\$58,014	\$67,469	\$75,539	\$66,601	\$50,779	\$35,278
2022								
Less than \$15,000	827	53	92	82	61	131	161	247
\$15,000 to \$24,999	861	62	84	78	64	106	158	309
\$25,000 to \$34,999	912	65	109	129	87	124	178	220
\$35,000 to \$49,999	1,771	122	263	223	221	278	322	342
\$50,000 to \$74,999	2,632	177	455	462	426	507	385	220
\$75,000 to \$99,999	2,348	152	298	422	473	457	318	228
\$100,000 or more	3,385	81	430	660	776	871	419	148
Total	12,736	712	1,731	2,056	2,108	2,474	1,941	1,714
Median Income	\$66,964	\$55,332	\$64,910	\$77,268	\$83,104	\$78,721	\$57,510	\$37,576
Change 2017-2022								
Less than \$15,000	-40	-3	-1	-3	-23	-28	0	18
\$15,000 to \$24,999	-85	-5	-16	-22	-29	-31	-1	19
\$25,000 to \$34,999	-151	-14	-32	-22	-39	-37	-7	0
\$35,000 to \$49,999	-303	-22	-60	-60	-85	-74	-15	13
\$50,000 to \$74,999	-97	-1	-31	-8	-103	-28	33	41
\$75,000 to \$99,999	241	29	26	40	-24	42	70	58
\$100,000 or more	813	20	106	161	103	212	143	68
Total	378	4	-8	86	-200	56	223	217
Median Income	\$8,282	\$4,658	\$6,896	\$9,799	\$7,565	\$12,120	\$6,731	\$2,298

Sources: ESRI; US Census Bureau; Maxfield Research & Consulting, LLC

Owatonna

The estimated 2017 median household income in the Faribault Draw Area was \$58,682. Younger households in the Faribault Draw Area are also estimated to have relatively high median household incomes compared to the other age groups. Households under age 25 are estimated to have a household income of \$50,674 while households age 25 to 34 are estimated to have a median household income of \$58,014. The median income is expected to rise to \$66,964 by 2022, an average annual increase of 2.7%, well above the annual inflation rate.

TABLE 8 HOUSEHOLD INCOME BY AGE OF HOUSEHOLDER OWATONNA DRAW AREA 2017 & 2022								
	Age of Householder							
Total	<25	25-34	35-44	45-54	55-64	65 -74	75+	
2017								
Less than \$15,000	1,076	67	97	108	100	193	184	327
\$15,000 to \$24,999	843	32	88	76	83	111	139	314
\$25,000 to \$34,999	905	52	122	119	108	124	160	220
\$35,000 to \$49,999	1,721	96	265	227	234	296	283	320
\$50,000 to \$74,999	2,935	135	567	499	597	549	381	207
\$75,000 to \$99,999	2,286	55	371	429	605	450	261	115
\$100,000 or more	3,281	32	415	748	791	798	375	122
Total	13,047	469	1,925	2,206	2,518	2,521	1,783	1,625
Median Income	\$64,489	\$47,354	\$64,474	\$78,155	\$79,028	\$74,173	\$56,024	\$32,250
2022								
Less than \$15,000	1,036	64	93	107	71	160	198	343
\$15,000 to \$24,999	759	31	73	56	59	90	135	315
\$25,000 to \$34,999	774	41	95	98	74	94	157	215
\$35,000 to \$49,999	1,448	84	209	179	161	223	272	320
\$50,000 to \$74,999	2,752	132	517	471	476	490	423	243
\$75,000 to \$99,999	2,402	63	386	460	550	457	332	154
\$100,000 or more	4,167	41	519	945	881	1,014	573	194
Total	13,338	456	1,892	2,316	2,272	2,528	2,090	1,784
Median Income	\$73,799	\$50,861	\$72,077	\$86,291	\$86,005	\$84,332	\$64,419	\$35,613
Change 2017-2022								
Less than \$15,000	-40	-3	-4	-1	-29	-33	14	16
\$15,000 to \$24,999	-84	-1	-15	-20	-24	-21	-4	1
\$25,000 to \$34,999	-131	-11	-27	-21	-34	-30	-3	-5
\$35,000 to \$49,999	-273	-12	-56	-48	-73	-73	-11	0
\$50,000 to \$74,999	-183	-3	-50	-28	-121	-59	42	36
\$75,000 to \$99,999	116	8	15	31	-55	7	71	39
\$100,000 or more	886	9	104	197	90	216	198	72
Total	291	-13	-33	110	-246	7	307	159
Median Income	\$9,310	\$3,507	\$7,603	\$8,136	\$6,977	\$10,159	\$8,395	\$3,363

Sources: ESRI; US Census Bureau; Maxfield Research & Consulting, LLC

Tenure by Age of Householder

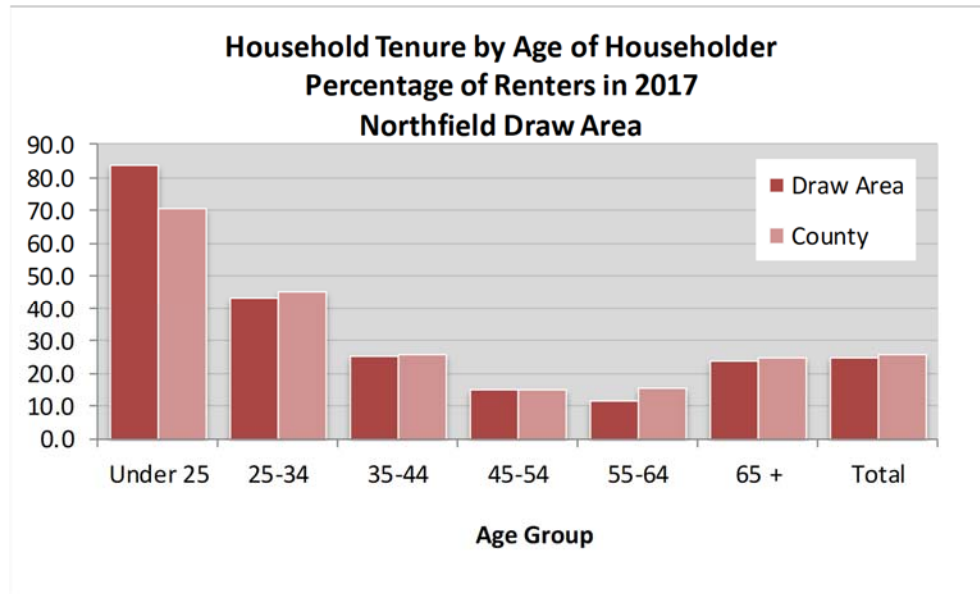
Tables 9 through 11 shows tenure by age of householder for each of the draw areas along with comparison data for Rice and Steele Counties. The data is shown for 2010 and 2017 from the Decennial Census (2010) and from the 5-year American Community Survey estimates.

Northfield

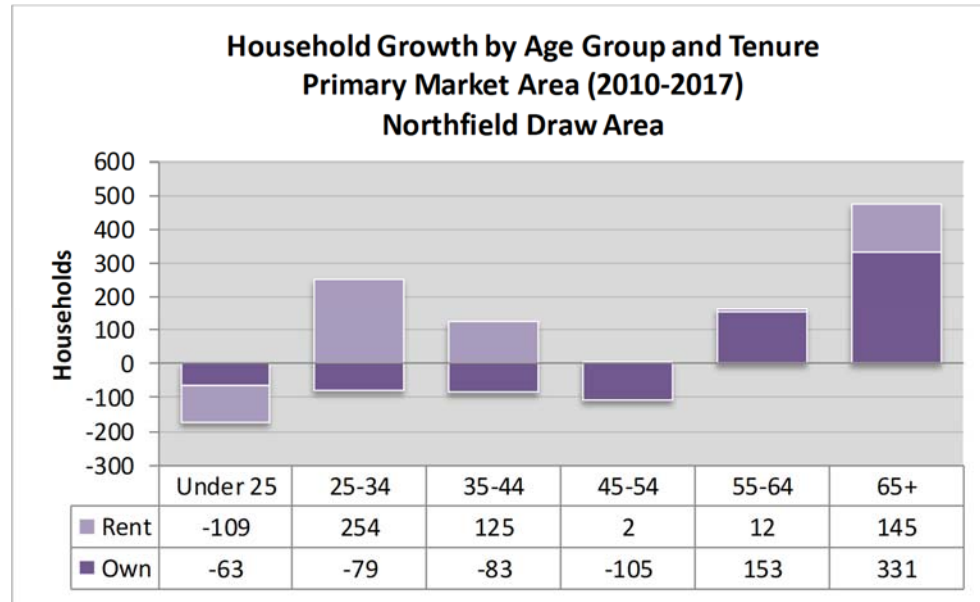
The table shows that the proportion of renter households increased to 24.6% from 22.0% while the proportion of owner households decreased over the same period. In Rice County as a whole, owner and renter households increased numerically but renter households increased more, causing the proportion of owner households to drop slightly. Large proportional increases in renter households for the Draw Area were in the under 45 age groups.

TABLE 9 TENURE BY AGE OF HOUSEHOLDER NORTHFIELD DRAW AREA 2010 & 2017									
Age		Draw Area				Rice County			
		2010		2017		2010		2017	
		No.	Pct.	No.	Pct.	No.	Pct.	No.	Pct.
Under 25	Own	106	24.1	43	16.0	254	21.6	216	29.3
	Rent	333	75.9	224	84.0	923	78.4	521	70.7
	Total	439	100.0	267	100.0	1,177	100.0	738	100.0
25-34	Own	1,084	67.6	1,005	56.5	2,047	63.6	1,936	54.4
	Rent	520	32.4	774	43.5	1,172	36.4	1,619	45.6
	Total	1,604	100.0	1,779	100.0	3,219	100.0	3,555	100.0
35-44	Own	1,623	80.1	1,540	74.5	3,114	78.2	2,938	74.0
	Rent	403	19.9	528	25.5	867	21.8	1,034	26.0
	Total	2,026	100.0	2,067	100.0	3,981	100.0	3,972	100.0
45-54	Own	2,106	85.6	2,001	84.9	4,151	83.7	4,074	84.9
	Rent	353	14.4	355	15.1	809	16.3	722	15.1
	Total	2,459	100.0	2,356	100.0	4,960	100.0	4,797	100.0
55-64	Own	1,687	87.9	1,840	88.3	3,398	86.2	3,718	84.6
	Rent	233	12.1	245	11.7	546	13.8	679	15.4
	Total	1,920	100.0	2,084	100.0	3,944	100.0	4,397	100.0
65 +	Own	1,823	77.2	2,154	76.0	3,933	78.1	4,420	75.2
	Rent	537	22.8	682	24.0	1,101	21.9	1,460	24.8
	Total	2,360	100.0	2,835	100.0	5,034	100.0	5,879	100.0
TOTAL	Own	8,429	78.0	8,582	75.4	16,897	75.7	17,302	74.1
	Rent	2,379	22.0	2,807	24.6	5,418	24.3	6,036	25.9
	Total	10,808	100.0	11,389	100.0	22,315	100.0	23,338	100.0

Sources: U.S. Census Bureau; Maxfield Research & Consulting, LLC



The graph below shows the numerical increase or decrease in renter and owner households by age group for the Northfield draw area. The largest increases are among households age 25 to 34, 35 to 44 and 65+.

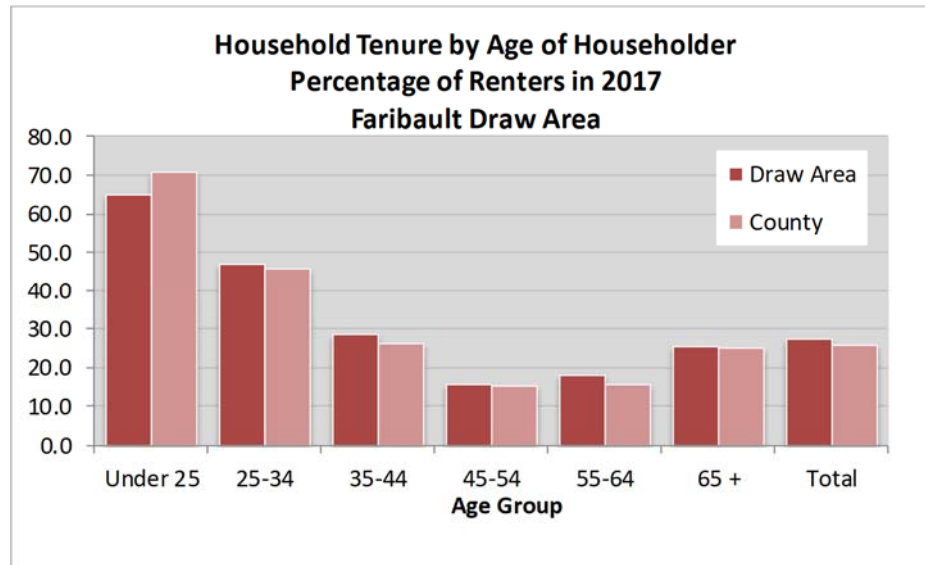


Faribault

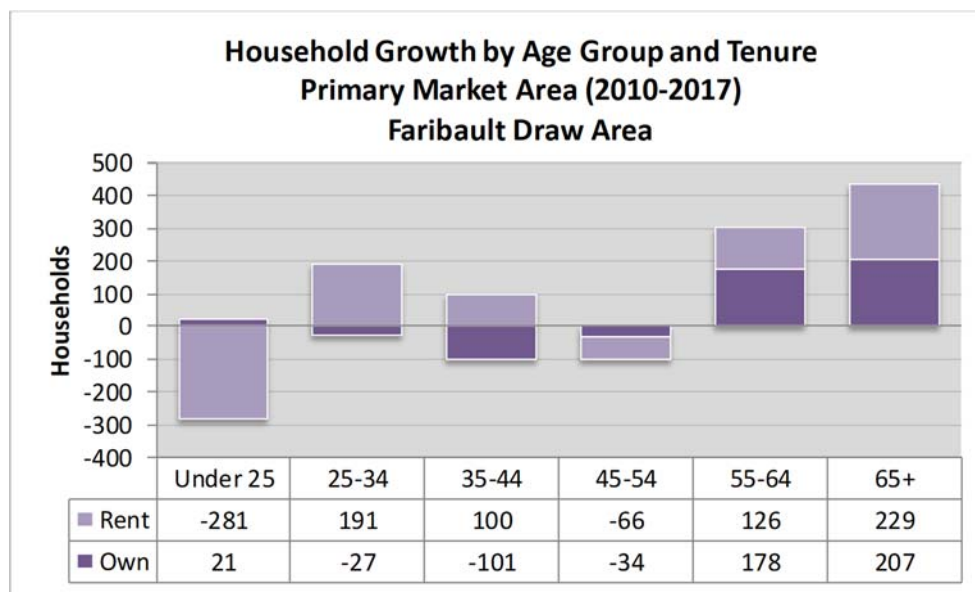
The table shows that the proportion of renter households in the Faribault Draw Area increased to 27.2% from 25.2% while the proportion of owner households decreased over the same period. In Rice County as a whole, owner and renter households increased, but the increase in renter households was much larger, causing the renter household proportion to increase to nearly 26.0% in Rice County. Large proportional increases in renter households in the Faribault Draw Area are shown primarily for the age categories, 25 to 34 and 35 to 44, the prime renter age cohorts. Households under age 25 decreased overall in terms of number, which resulted in a significant decrease in the renter household base.

TABLE 10 TENURE BY AGE OF HOUSEHOLDER FARIBAULT DRAW AREA 2010 & 2017									
Age		Draw Area				Rice County			
		2010		2017		2010		2017	
		No.	Pct.	No.	Pct.	No.	Pct.	No.	Pct.
Under 25	Own	147	19.8	168	34.9	254	21.6	216	29.3
	Rent	594	80.2	313	65.1	923	78.4	521	70.7
	Total	741	100.0	481	100.0	1,177	100.0	738	100.0
25-34	Own	1,006	60.1	979	53.2	2,047	63.6	1,936	54.4
	Rent	669	39.9	860	46.8	1,172	36.4	1,619	45.6
	Total	1,675	100.0	1,838	100.0	3,219	100.0	3,555	100.0
35-44	Own	1,551	76.6	1,450	71.6	3,114	78.2	2,938	74.0
	Rent	474	23.4	574	28.4	867	21.8	1,034	26.0
	Total	2,025	100.0	2,024	100.0	3,981	100.0	3,972	100.0
45-54	Own	2,090	82.3	2,056	84.3	4,151	83.7	4,074	84.9
	Rent	450	17.7	384	15.7	809	16.3	722	15.1
	Total	2,540	100.0	2,440	100.0	4,960	100.0	4,797	100.0
55-64	Own	1,801	85.3	1,979	81.9	3,398	86.2	3,718	84.6
	Rent	311	14.7	437	18.1	546	13.8	679	15.4
	Total	2,112	100.0	2,416	100.0	3,944	100.0	4,397	100.0
65 +	Own	2,173	79.1	2,380	74.8	3,933	78.1	4,420	75.2
	Rent	573	20.9	802	25.2	1,101	21.9	1,460	24.8
	Total	2,746	100.0	3,181	100.0	5,034	100.0	5,879	100.0
TOTAL	Own	8,768	74.1	9,011	72.8	16,897	75.7	17,302	74.1
	Rent	3,071	25.9	3,369	27.2	5,418	24.3	6,036	25.9
	Total	11,839	100.0	12,380	100.0	22,315	100.0	23,338	100.0

Sources: U.S. Census Bureau; Maxfield Research & Consulting, LLC



The graph below shows the numerical increase or decrease in renter and owner households by age group for the Faribault draw area. The largest increases in renter households are among the age groups 65+ and 25 to 34. The age cohorts 55 to 64 and 35 to 44 however, also showed significant increases in renter households over the period.



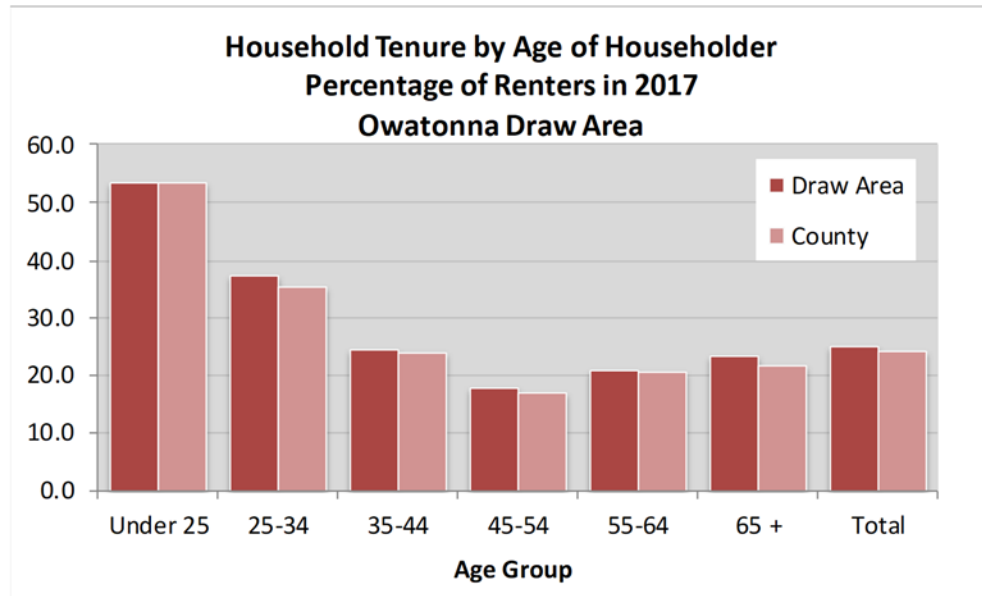
Owatonna

The table shows that the proportion of renter households in the Owatonna Draw Area increased to 24.9% from 22.9% while the proportion of owner households decreased over the same period. In Steele County as a whole, owner households and renter households both increased numerically, but renter households increased by a larger number, causing the proportion of renter households to rise against the owner household base. Large proportional increases in renter households for the Owatonna Draw Area are shown primarily for the age categories, 25 to 34 and 35 to 44, the prime renter age cohorts. Households under age 25 decreased overall in terms of number, which resulted in a significant decrease in the renter household base.

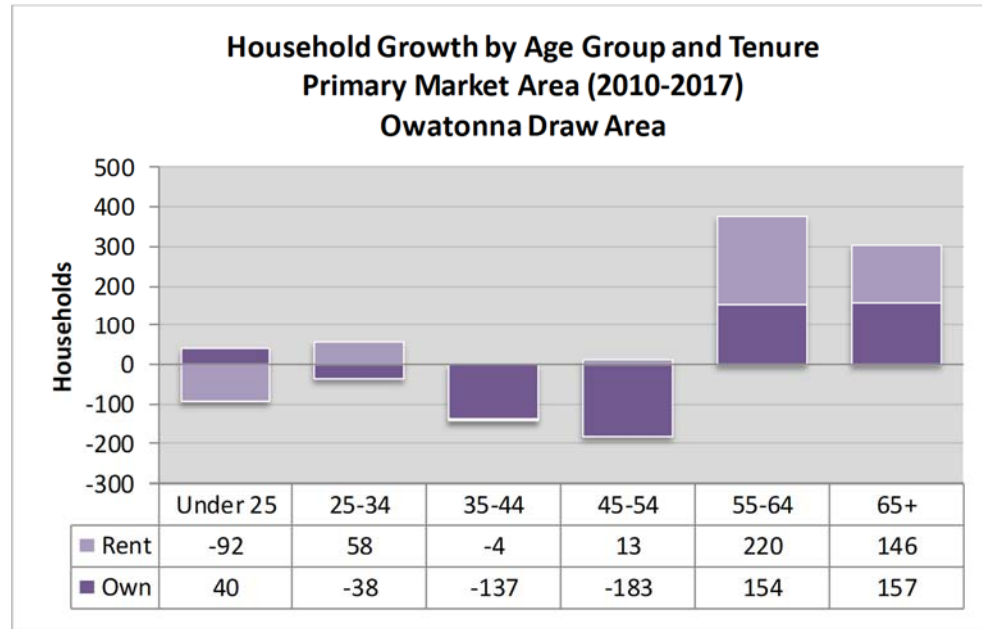
**TABLE 11
TENURE BY AGE OF HOUSEHOLDER
OWATONNA DRAW AREA
2010 & 2017**

Age		Draw Area				Steele County			
		2010		2017		2010		2017	
		No.	Pct.	No.	Pct.	No.	Pct.	No.	Pct.
Under 25	Own	162	33.4	202	46.6	179	33.6	232	46.5
	Rent	323	66.6	231	53.4	353	66.4	267	53.5
	Total	485	100.0	433	100.0	532	100.0	499	100.0
25-34	Own	1,265	65.3	1,227	62.7	1,436	66.3	1,427	64.6
	Rent	673	34.7	731	37.3	731	33.7	784	35.4
	Total	1,938	100.0	1,958	100.0	2,167	100.0	2,211	100.0
35-44	Own	1,824	76.9	1,687	75.6	2,030	77.6	1,839	76.3
	Rent	548	23.1	544	24.4	586	22.4	570	23.7
	Total	2,372	100.0	2,232	100.0	2,616	100.0	2,409	100.0
45-54	Own	2,292	84.0	2,109	82.4	2,591	84.3	2,382	83.2
	Rent	437	16.0	450	17.6	481	15.7	480	16.8
	Total	2,729	100.0	2,559	100.0	3,072	100.0	2,861	100.0
55-64	Own	1,920	85.6	2,074	79.3	2,186	86.2	2,341	79.5
	Rent	322	14.4	542	20.7	351	13.8	604	20.5
	Total	2,242	100.0	2,617	100.0	2,537	100.0	2,944	100.0
65 +	Own	2,336	79.5	2,493	76.9	2,713	79.7	2,946	78.4
	Rent	603	20.5	749	23.1	693	20.3	813	21.6
	Total	2,939	100.0	3,242	100.0	3,406	100.0	3,759	100.0
TOTAL	Own	9,799	77.1	9,792	75.1	11,135	77.7	11,167	76.0
	Rent	2,906	22.9	3,248	24.9	3,195	22.3	3,517	24.0
	Total	12,705	100.0	13,040	100.0	14,330	100.0	14,684	100.0

Sources: U.S. Census Bureau; Maxfield Research & Consulting, LLC



The graph below shows the numerical increase or decrease in renter and owner households by age group for the Owatonna Draw Area. The largest increases in renter households are among the age groups 55 to 64 and 65+.



Employment Growth Trends – Rice and Steele Counties

Table 12 below shows growth in employment for Rice and Steele Counties from 2000 through 2nd Quarter 2017 with projections for 2020 and 2025. This information was compiled from the Quarterly Census of Employment and Wages (QCEW) produced by the Department of Labor and published by the Minnesota Department of Employment and Economic Development (MN DEED). Southeast Minnesota, which includes Rice and Steele Counties is projected to be the second fastest growing region in the State.

Table 12 shows that Rice County gained a net four jobs between 2000 and 2010 after losing jobs during the recession. Steele County however, gain jobs over the period, increasing by 1.4% during the 2000s and again by 829 jobs (4.1%) between 2010 and 2017. Similarly, Rice County's job growth surged between 2010 and 2017, increasing by 2,817 jobs or 12.6%. The proportional increase in jobs in Rice County nearly matched that of the Twin Cities Metro Area which experienced a 13.0% increase in jobs during the same period.

Looking forward to 2020 and 2025, projections were calculated based on recent job growth trends for each county and for the Southeast Region as a whole. Projections to 2020 show each county forecast to increase its employment base, Rice County by 6.1% and Steele County by 3.0%. From 2020 to 2025, Rice County is projected to add 2,800 new jobs while Steele County is projected to add 1,110 jobs.

TABLE 12 EMPLOYMENT GROWTH TRENDS AND PROJECTIONS RICE AND STEELE COUNTIES 2000 to 2025						
Annual Employment	Rice County		Steele County		Twin Cities Metro Area	
2000	22,340		19,988		1,600,741	
2005	22,166		20,019		1,593,692	
2010	22,344		20,272		1,537,041	
2017	25,161		21,101		1,737,532	
2020 Forecast	26,700		21,740		1,791,080	
2025 Forecast	29,500		22,850		1,852,065	
Change	No.	Pct.	No.	Pct.	No.	Pct.
2000 - 2010	4	0.0%	284	1.4%	-63,700	-4.0%
2010 - 2017	2,817	12.6%	829	4.1%	200,491	13.0%
2017 - 2020	1,539	6.1%	639	3.0%	53,548	3.1%
2020 - 2025	2,800	10.5%	1,110	5.1%	60,985	3.4%
Sources: MN DEED; Metropolitan Council; Maxfield Research & Consulting, LLC						

Job growth is closely tied to household growth and the need for housing units. A lack of housing can constrain economic development and job growth if workers are not able to find suitable housing. Workers may not be willing to commute significant distances for certain types of jobs or they may prefer to reside closer to their work. If housing is not available in communities where there is a growing employment base, companies may be forced to consider other locations or may relocate to areas that have a larger labor force or more housing to accommodate a growing worker base.



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic
Development Director
MEETING DATE: August 10, 2022
SUBJECT: Ordinance 2022-25 Vacate a Certain Unused
Drainage and Utility Easement on Lot 1, Block 1,
Kuntze Addition - Second Reading

Background:

The proposed easement vacation in this case is related to MAB Addition, a subdivision re-plat that combines a commercial lot and two Outlots into one commercial lot for the development of Malecha Auto Body at 190 20th Street NW (previously addressed as 2005 2nd Avenue NW). The drainage and utility easement to be vacated in this case is not used, is no longer needed by the city or local utility companies, and will interfere with development of the site if not vacated.

The Planning Commission, at its meeting of July 18, 2022, held a public hearing regarding this request and recommended that City Council approve the application. At its meeting of July 26, 2022 the City Council approved the first reading of Ordinance 2022-25 to vacate the un-needed drainage and utility easement as requested.

Since the first reading of Ordinance 2022-25, there have not been any substantive changes to the ordinance. The City has not received any public comments on this matter.

Recommendation:

Approve the second reading of Ordinance 2022-25 vacating an unused drainage and utility easement on Lot 1, Block 1, Kuntze Addition.

Attachments:

1. Ordinance 2022-25 Vacating Certain Unused Perimeter Easement on Lot 1 Block 1 Kuntze Addition - Second Reading

**CITY OF FARIBAULT
ORDINANCE No. 2022-25**

**VACATE A CERTAIN UNUSED DRAINAGE AND UTILITY EASEMENT
ON LOT 1, BLOCK 1, KUNTZE ADDITION**

WHEREAS, William Malecha, property owner (Applicant), has applied to the City of Faribault (City) requesting that the City vacate an unused drainage and utility easement along the east lot line and will no longer be needed after the subdivision is replatted at this location addressed as 2005 2nd Avenue NW, legally described and graphically depicted in Exhibit A; and

WHEREAS, the applicant in this case has also applied to replat the subject property as MAB Addition, to combine the parcels into one commercial lot; and

WHEREAS, the City Engineer has determined that there is no public need to maintain the easements proposed for vacation in this application; and

WHEREAS, the City Development Review Committee reviewed the Applicant's request and also finds there is no public need to maintain the easements proposed for vacation in this application; and

WHEREAS, City Staff has made a report to the Planning Commission related to the Developer's request; and

WHEREAS, the Planning Commission, on the 18th day of July, 2022 following proper notice, held a public hearing regarding said requests; and

WHEREAS, following said public hearing, the Planning Commission recommended that the City Council approve the vacation request based on the following written findings as required by Section 2-540 of the City of Faribault Unified Development Ordinance:

- 1. No private rights will be injured or endangered because of said vacation.** The requested vacation will not adversely affect private rights in any manner. The Malecha Auto Body plat associated with this application will, re-establish or maintain required drainage and utility easements at the site.
- 2. The public will not suffer loss or inconvenience because of said vacation.** There is no public need to maintain the unused and unneeded public right of way easements, which the Developer has requested that the City vacate. The MAB Addition plat associated with this application will, re-establish required perimeter drainage and utility easements at the site which are adequate to serve adjacent properties.

3. No written objection was received, prior to the public hearing, from an adjacent property owner who did not join in the application. The proposed vacation will not adversely affect adjacent property owners.

WHEREAS, the City Council of the City of Faribault held a public meeting on July 26, 2022 for first reading in consideration of the Applicant's request, the Staff report, the summary results of the public hearing, and the written findings and recommendation of the Planning Commission related to the Applicant's request; and

WHEREAS, the City Council of the City of Faribault concurs with the recommendation and written findings of the Planning Commission as stated in the above recitals, and hereby makes the identical findings related to the vacation request; and

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Findings. The recitals set forth in this ordinance are incorporated into and made a part of this ordinance and, where applicable, constitute the findings of the Faribault City Council.

Section 2. Vacation. The unused right of way easements found along the east property line Lot 1, Block 1, of Kuntze Addition as described in Exhibit A and graphically depicted in Exhibit B are hereby vacated.

Section 3. Authorization to take Additional City Action. The Mayor, City Administrator, and the City's Consultants are hereby authorized and directed to take any and all additional steps and actions necessary and convenient to accomplish the intent of this ordinance.

Section 4. Effective Date. This ordinance shall be effective after its passage and publication, in accordance with Chapter 3 of the City Charter.

Public Hearing Date:	July 18, 2022
First Reading:	July 26, 2022
Second Reading:	August 10, 2022
Publication Date:	August 17, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

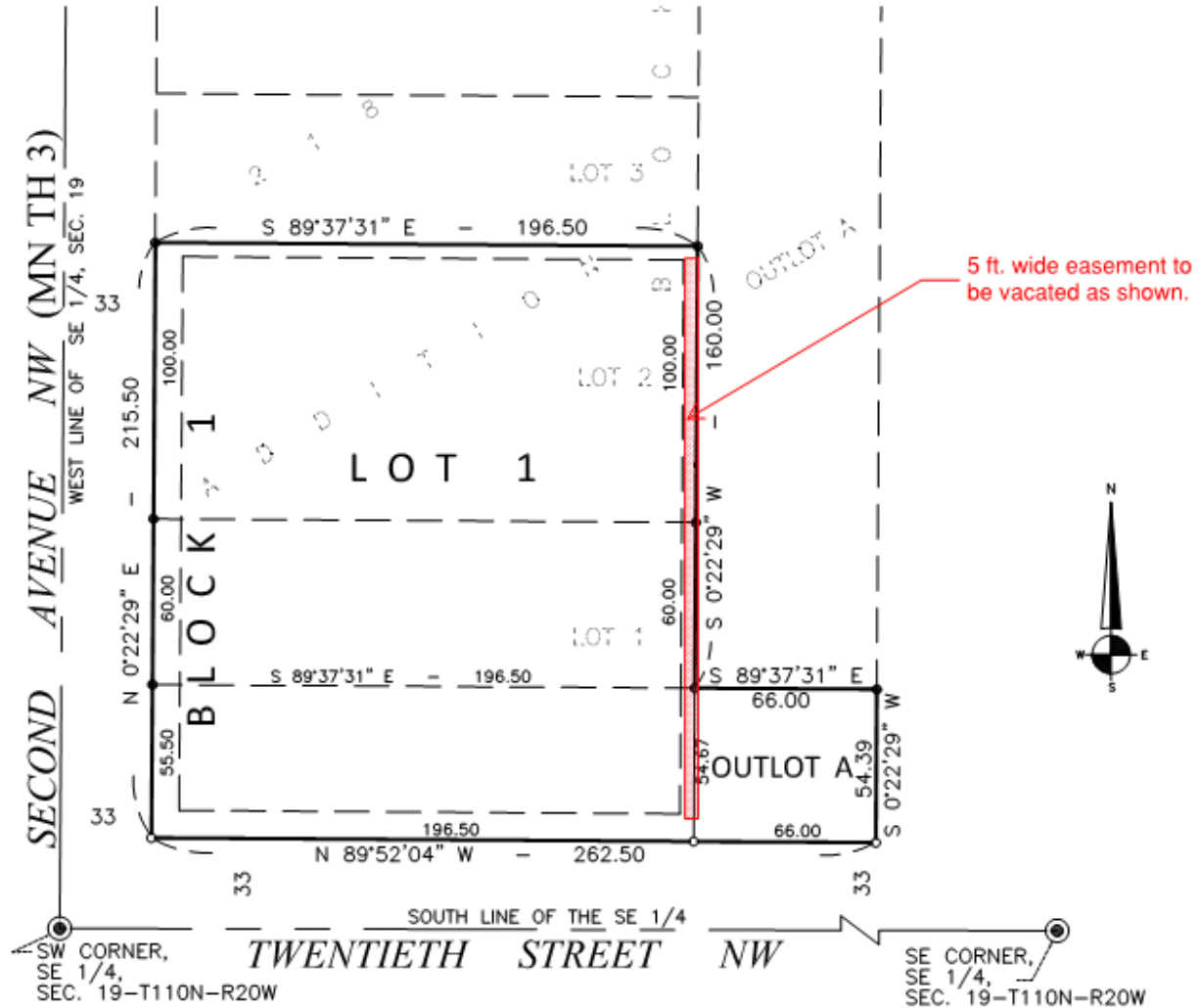
EXHIBIT A
Legal Description

Lot 1, Block 1, Kuntze Addition, Faribault, Rice County, Minnesota

Exhibit B

Graphic depiction of the easements and access restriction to be vacated

KUNTZE ADDITION





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: August 10, 2022
SUBJECT: Approve Summary Publication of Ordinance 2022-25

Background:

Ordinance 2022-25 will take effect on the date of its publication in the official newspaper of the City of Faribault. Instead of publishing the full ordinance, the Faribault City Charter allows the City Council (with five affirmative votes) to approve a summary publication of the ordinance that informs the public of the intent and effect of the ordinance. Refer to the attached summary publication of Ordinance 2022-25.

Recommendation:

Approve summary publication of Ordinance 2022-25 as proposed.

Attachments:

1. Ordinance 2022-25 Summary Publication

**CITY OF FARIBAULT
ORDINANCE No. 2022-25**

**VACATE A CERTAIN UNUSED DRAINAGE AND UTILITY EASEMENT
ON LOT 1, BLOCK 1, KUNTZE ADDITION**

On August 10, 2022, The Faribault City Council adopted Ordinance 2022-25 which approves the vacation of un-needed public drainage and utility easements. The City Council has determined that there is no further public use of the un-needed 5-foot-wide easement that was platted along east property line of Lot 1, Block 1, Kuntze Addition, Faribault, Rice County, Minnesota.

A complete copy of the ordinance is on file at City Hall, 208 NW 1st Avenue, Faribault, Minnesota and is available for public review during normal business hours.

Public Hearing Date: July 18, 2022
First Reading Date: July 26, 2022
Second Reading Date: August 10, 2022
Publication Date: August 17, 2022



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: August 10, 2022
SUBJECT: Resolution 2022-170 Approve the Preliminary Plat and the Final Plat of DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION

Background:

Divine Mercy Catholic Church (the "Applicant") intends to start construction this fall on an elementary school at 139 Mercy Drive. As proposed, the school would cross the common lot line between Outlot B and Lot 1, Block 3, DIVINE MERCY CATHOLIC CHURCH. Consequently, the Applicant has requested approval of the preliminary and final plat of DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION, which combines Outlot B and Lot 1, Block 3, DIVINE MERCY CATHOLIC CHURCH into one lot (see the attached resolution).

The proposed plat is straightforward. Parkland dedication was addressed in the original DIVINE MERCY CATHOLIC CHURCH plat. Therefore, no additional parkland dedication is required for the THIRD ADDITION. However, the City Council may require that the Applicant deed, to the City, the required parkland identified in the original DIVINE MERCY CATHOLIC CHURCH plat before development of the proposed school. City Staff will discuss the parkland dedication situation with the City Council at an upcoming Council meeting or work session.

The Planning Commission held a public hearing on August 1, 2022. A nearby property owner expressed that no future development related to the DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION plat should occur until the Applicant has completely addressed all existing requirements associated with the original 2007 DIVINE MERCY CATHOLIC CHURCH plat requirements - specifically the removal of the existing accessory buildings and drives east of the former farmstead. The Applicant stated that it is

actively working to complete the outstanding requirements. The Planning Commission closed the public hearing and recommended that the City Council approve Resolution 2022-170, which approves the preliminary and final plat of DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION based on the written findings and conditions outlined in the resolution.

Recommendation:

Approve Resolution 2022-170.

Attachments:

1. Resolution 2022-170 Approve the Preliminary Plat and the Final Plat of DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION

CITY OF FARIBAULT

RESOLUTION #2022-170

APPROVE THE PRELIMINARY PLAT AND THE FINAL PLAT OF DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION

WHEREAS, Divine Mercy Catholic Church (the "Applicant") submitted applications for preliminary plat approval and final plat approval of DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION legally described in Exhibit A and depicted in Exhibit B and Exhibit C of this resolution; and

WHEREAS, the proposed plat combines Outlot B, and Lot 1, Block 3, DIVINE MERCY CATHOLIC CHURCH to facilitate the development of a proposed school; and

WHEREAS, Section 3.09 of the DIVINE MERCY CATHOLIC CHURCH Subdivision Agreement, dated October 9, 2007, requires park dedication – consequently no additional park dedication is required for the DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION plat; and

WHEREAS, the City Council, at its sole discretion, may require the parkland described in Section 3.09 of the DIVINE MERCY CATHOLIC CHURCH Subdivision Agreement to be deeded to the City with any future development, including the development of the proposed school associated with the DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION plat; and

WHEREAS, City Staff reviewed the Applicant's request for preliminary plat approval and final plat approval and made a report to the Faribault Planning Commission (see the City Engineer's memorandum in Exhibit D of this resolution); and

WHEREAS, the Planning Commission held a public hearing on August 1, 2022, to consider the Applicant's request; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve the Applicant's requested preliminary plat based on the following findings as required by Section 15-130 of the City's Unified Development Ordinance:

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

Expanded Finding: The proposed lots created by the preliminary plat of DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION are consistent with the lot dimension requirements outlined in the City's Unified Development Ordinance.

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

Expanded Finding: The proposed preliminary plat of DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION is consistent with the City's Journey to 2040 Comprehensive Plan, which guides the area in the plat for institutional use.

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

Expanded Finding: The preliminary plat of DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION is well-conceived. The size and layout of the proposed parcels allow for logical development.

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

Expanded Finding: The curb cuts exist and are consistent with good engineering design.

- 5. All submission requirements have been satisfied.**

Expanded Finding: The preliminary plat of DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION adequately addresses the submission requirements as outlined in the City's Unified Development Ordinance; and

WHEREAS, the Planning Commission, following the August 1, 2022, public hearing, recommended that the Faribault City Council approve the requested final plat of DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION based on the following findings as required by Section 15-210 of the City's Unified Development Ordinance:

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

Expanded Finding: The Applicant prepared the final plat concurrently with the preliminary plat. The final plat conforms to the preliminary plat.

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

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

3. All submission requirements have been satisfied.

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

WHEREAS, at a public meeting on August 10, 2022, the City Council considered the Applicant's requests for preliminary plat and final plat approval and concurred with the recommendations and findings of the Planning Commission as stated in the above recitals and hereby makes the identical findings.

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

Section 1. Approval of the preliminary plat and the final plat. The City Council hereby approves the preliminary plat and the final plat of DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION legally described in Exhibit A and depicted in Exhibit B and Exhibit C of this resolution based on the written findings in this resolution and subject to the following conditions:

1. The City Council's approvals of the preliminary plat and final plat of DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION are contingent on the City Attorney's plat opinion, review of title work, and any further requirements thereof.
2. The Applicant and the City must enter into a Developer's Platting Agreement to the satisfaction of the City Attorney and City Engineer before recording the DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION plat with Rice County.
3. Parkland dedication was accounted for as part of a previous plat of the Property. No additional parkland for this plat shall be required. However, the City may require that the parkland described in Section 3.09 of the DIVINE MERCY CATHOLIC CHURCH Subdivision Agreement be deeded to the City at any time, including before the execution and recording of the DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION.
4. The Applicant must address all plat-related comments described in the memo from Mark DuChene, City Engineer, dated July 27, 2022, in Exhibit D of this resolution.
5. The Applicant must record the final plat and related Developer's Platting Agreement with the Rice County Recorder's Office within twelve (12) months following City Council approval, or the City Council will automatically, without further action, deem the plat null and void unless the City Council extends the deadline to record the final plat.
6. The Applicant must provide the City Engineer with a signed Mylar copy of the final plat as soon as possible after all signatures have been obtained and after the final plat has been successfully recorded at Rice County.
7. The Applicant must provide the City Engineer with the final plat in a digital format suitable to the City Engineer as soon as possible after the Applicant has successfully recorded the final plat at Rice County.

Section 2. Findings and incorporation of recitals and exhibits. The recitals and exhibits incorporated in this resolution constitute the City Council's written findings protecting the public's health, safety, and welfare.

Section 3. Authorization to take additional steps. The City Council hereby authorizes the Mayor, City Administrator, City Staff, and the City's Consultants to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

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

Section 5. Effective date. This resolution shall become effective immediately upon its passage and without publication.

Date Adopted: August 10, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A: Legal Description

Lot 1, Block 3, and Outlot B, DIVINE MERCY CATHOLIC CHURCH, according to the the recorded plat thereof, Rice County, Minnesota

[illegible]

**Exhibit D: Memo to David Wanberg, City Planner, from Mark DuChene,
City Engineer, dated July 27, 2022**



Engineering Department Memorandum

TO: Dave Wanberg, City Planner

CC: Deanna Kuennen, Comm. and Econ. Development Director
Travis Block, Public Works Director
Jeanne Day, Finance Director

FROM: Mark DuChene, City Engineer

DATE: July 27, 2022

SUBJECT: Divine Mercy Catholic Church Third Addition Preliminary Plat, Final Plat, & Planned Unit Development

BACKGROUND

Phillip Parrish on behalf of Divine Mercy Catholic Church, the developer, has submitted a preliminary plat, final plat, and planned unit development applications. The site is located in the SE ¼ of Section 7 Township 109, Range 20W whose parent parcels are Lot 1, Block 3 and Outlot B Divine Mercy Catholic Church. The site is adjacent to CSAH 45 (Albers Avenue) to the West, agricultural property to the south and east and residential property to the north.

The proposed subdivision is located on land that is currently zoned R-2 Low Density Residential. It is proposed to rezone the proposed plat area to Public-Institutional. The proposed improvements include the construction of an elementary school connected to the existing church and expansion of onsite parking and stormwater management facilities.

There are no proposed public improvements.

The proposed development will be completed by:

Owner/Developer:	Divine Mercy Catholic Church
Surveyor:	Bohlen Surveying & Associates
Engineer:	Kimley-Horn & Associates, Inc.

Planned Unit Development (PUD)

The proposed plat is contained within an existing planned unit development approved on August 28, 2007, per Ordinance 2007-19 and as amended on May 25, 2022 per Ordinance 2022-12. The following applicable PUD sections shall be amended as follows:

Section 3. The PUD shall be subject to the following development standards:

1. The education use (including early childhood center) and 48- unit senior housing use shall be allowed as conditional uses within the PUD, and shall be processed according to the provisions governing Conditional Use Permits Public-Institutional zoning districts in the Unified Development Ordinance in effect at the time of such applications. Provided the proposed conditional uses meet all PUD and/ or underlying R-2 P-I zoning district standards in effect at the time of application, no amendment to the PUD will be required.
2. Platting will be required as future phases of the PUD are developed. Such platting shall be processed according to Chapter 15 of the Unified Development Ordinance, or other subdivision standards in effect at the time of such plat. Provided the proposed plat conforms to the provisions and intent of the original PUD and Subdivision Regulations, such platting will not require an amendment to the Planned Unit Development. No additional platting or phases within the original PUD will be allowed without an amendment to the PUD clearly defining a phasing and sequencing plan for the extension of public infrastructure including a second public street connection to CSAH 45.
3. Development of the site shall be according to the approved overall conceptual development plan attached as Exhibit C, which shall be modified as follows:
 - a. To show landscape buffering compliant with the base number of plantings (no discount for wider buffer area) in the area of the future play fields and school building.
 - b. Additional landscaping for impervious acreage is required at a rate of three trees per acre of impervious surface.
 - c. In addition to the standard enclosure and screening requirements for trash handling and loading areas, the developer shall be required to enhance screening by planting additional appropriate landscaping as approved by city staff.
5. In addition to the standard enclosure and screening requirements for trash handling and loading areas, the developer shall be required to enhance screening by planting additional appropriate landscaping as approved by city staff.
6. All parking areas and access drives shall be hard surfaced with concrete or bituminous, and be striped in compliance with City Code standards. With the exception of the former single-family residence on County Road 45/Albers Avenue, all parking areas and access drives, including parking lot landscape islands, shall have a six-inch insurmountable concrete curb and gutter.
9. Access to the former single-family residence from County Road 45/ Albers Avenue may continue with the following conditions:
 - A. The Applicant must obtain all required approvals and permits from the Rice County Highway Department for any Applicant- proposed changes or any County required changes to the existing access.
 - B. The occupancy of the structure and related site served by the access must not exceed fifty (50) people.
 - C. The access must only serve the former single- family residence site. The access shall not be used for vehicular circulation serving the existing church/ future school.

D. The Applicant must either immediately remove the illegal private drive between the existing church and former single-family residence or barricade or otherwise prevent the use of the illegal drive. However, the Applicant must fully remove the illegal private drive and properly restore the site by October 31, 2024.

E. The Applicant must remove the existing accessory buildings adjacent to the private drive or obtain a PUD amendment to maintain the accessory buildings.

PLAT

Developer has submitted a preliminary and final plat for DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION. The preliminary and final plat contains one (1) lot for public-institutional development.

The areas within the plat include:

<u>Lot 1, Block 1</u>	<u>27.39 acres (1,193,019 sf)</u>
Total	27.39 acres (1,193,019 sf)

Current title work has been submitted with the final plat application and will be subject to the review of the City and City Attorney's office.

At the time of final plat, the Developer agrees to provide sufficient permanent property monumentation per the development agreement and shall submit to the City written verification by a registered land surveyor licensed in the State of Minnesota.

SITE CONDITIONS

The existing site contains approximately 27.4 acres of land that is partially developed with an existing church and associated parking lot, an existing storm water management basin and an existing single-family structure used for assembly purposes and some minor storage structures. The site has a somewhat rolling topography and drainage is generally split with the area west of the existing church building draining west towards CSAH 45 and the area east of the church draining to the existing stormwater basin in the northeast corner of the plat.

EASEMENTS

Existing Easements

- There are existing perimeter drainage and utility easements (DUE) for Lot 1 Block 3 Divine Mercy Catholic Church adjacent to the existing public streets.

Proposed Easements

The proposed plat shows perimeter drainage and utility easements as required by City code on proposed Lot 1, Block 1 Divine Mercy Catholic Church Third Addition. A drainage easement of sufficient width as determined by the City Engineer shall be shown to cover the shared sanitary sewer and water mains that will serve the proposed school building from Mercy Drive.

STREET AND SITE LAYOUT

No public street improvements are planned as part of the subdivision as the proposed plat improvements have access from Mercy Drive.

Mercy Drive

The site is south of and adjacent to Mercy Drive a local roadway. Mercy Drive is a 32-foot wide, urban roadway and is within a 60-foot right-of-way with a sidewalk on the south side. No new driveways are proposed on Mercy Drive to serve the proposed development as access to the school will be via the existing driveway entrance to the existing church on the east side of the buildings and delivery access to the proposed school will be via the existing driveway on the west side of the church. The proposed accesses and driveways provide adequate space for maneuvering and site circulation.

CSAH 45 (Albers Avenue)

The site is east of and adjacent to CSAH 45 a major collector under the jurisdiction of Rice County. CSAH 45 is constructed as a 24-foot wide, two-lane rural roadway with turn lanes and is within a varying width right-of-way (exceeds 100-feet). There is an existing gravel driveway connecting the former residential structure to the church parking lot area. This gravel driveway must be removed as part of the proposed improvements.

PARKS AND TRAILS

Per the development agreement for Divine Mercy Catholic Church the park dedication requirements have been satisfied. No proposed park land or trails are proposed as part of the development; however, the City's comprehensive trails and sidewalks plan does include the extension of a multipurpose trail adjacent to the west side of the proposed plat.

DRAINAGE, GRADING AND EROSION CONTROL

STORM SEWER

The development is located within the Straight River (M-048-026) district as identified in the City's 2022 Surface Water Management Plan. Stormwater runoff generated within the site currently drains towards the west towards CSAH 45 or to the east to the existing stormwater management basin. Runoff is ultimately discharged overland to Straight River to the east.

Proposed storm sewer improvements must be designed to accommodate the runoff from a 10-year storm, 24-hour SCS Type II precipitation event as defined by the National Oceanic and Atmospheric Administration Atlas 14 precipitation frequency estimate for the Faribault Station. Drainage calculations for the proposed storm sewer system shall be submitted to the City Engineer for review and approval with the final construction plans. Storm sewer systems must be designed to limit the post construction rate of runoff from the 2, 10 & 100 yr. 24-hour storm events to less than or equal to existing conditions. Final storm sewer locations and construction are subject to City of Faribault standards and must be approved by the City Engineer with final construction plans.

The proposed site improvements include the addition of an estimated 5.98 acres of new and/or reconstructed impervious surface. A stormwater treatment system meeting the current

requirements of the Minnesota Pollution Control Agency (MPCA) Construction Storm Water permit, the City's current Municipal Separate Storm Sewers permit and 2022 Surface Water Management Plan including the Developers Guide for Stormwater Management must be incorporated into the final plans. The Developer has submitted a Stormwater Management Plan and is proposing to construct a new stormwater treatment basin(s) onsite. The storm water basin is proposed to then discharge the City storm sewer system within Mercy Drive.

The proposed stormwater basin(s) will be a private basin and the Developer will be required to enter into a long-term stormwater operations and maintenance agreement with the City and record said agreement at the Rice County Recorder's office.

A City grading permit and a National Pollution Discharge Elimination System Construction Stormwater General Permit for construction activity is required by the Minnesota Pollution Control Agency (MPCA) for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA. A stormwater pollution prevention plan (SWPPP) must be submitted meeting the requirements of the City's municipal separate storm sewer system permit and associated ordinances and the erosion and sediment control requirement as set forth in the MPCA construction stormwater general permit. A full copy of the SWPPP must be submitted to the City Engineer with the final construction plans for review and approval.

A final post construction as-built grading plan must be submitted meeting the requirements of Article VII, Section 28-230 of the City of Faribault Code of Ordinances.

UTILITIES

The existing site is currently served by City water and sewer from services extended into the site from mains located in Mercy Drive and existing utilities have sufficient capacity to serve the proposed development. Said sewer and water mains shall be considered private.

A drainage and utility easement shall be placed over the shared mains serving the church and school. Final utility locations shall be subject to the review and approval of the City Engineer.

All future buildings shall be charged the standard Sewer Access Charge (SAC) and Water Access Charge (WAC) in effect at the time of building permit issuance.

WETLANDS

There are no known wetlands shown on the preliminary plat.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility, and building construction shall be restricted to a single construction access.

RECOMMENDATION

Divine Mercy Third Addition Preliminary Plat, Final Plat & Planned Unit Development
Review
Page 6 of 6
July 27, 2022

Engineering recommends approval of the Preliminary Plat, Final Plat & Planned Unit Development, subject to the comments within this report and the following:

- Plat shall be revised to be called DIVINE MERCY THIRD ADDITION.
- Title work shall be subject to review by the City and City Attorney.
- Developer shall enter into a stormwater operations and maintenance agreement prior to issuance of any type of occupancy permits.



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: August 10, 2022
SUBJECT: Ordinance 2022-26 Rezone Property in the DIVINE MERCY CATHOLIC CHURCH Plat and the DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION Plat to P/I, Public/Institutional, and PUD Overlay Zoning District # 2022-26 - First Reading

Background:

In 2007, the City Council approved Ordinance 2007-19, which created a planned unit development (PUD) overlay zoning district and allowed the development of Divine Mercy Catholic Church at 139 Mercy Drive. The PUD also included concept plans for a school and senior housing, and it allowed for the temporary use (but eventual removal) of the former farmstead at 22685 Albers Avenue.

Divine Mercy Catholic Church (the "Applicant") developed the church, but did not develop the school nor the senior housing. At the Applicant's request, the City Council recently adopted Ordinance 2022-12, which allows the former farmstead to remain and serve as a meeting/gathering place. The Applicant is now prepared to develop the school, albeit somewhat differently than what was approved in the 2007 PUD. The Applicant expressed that it may no longer be interested in developing the senior housing. Given the Applicant's requested changes to the 2007 PUD, City Staff feels the City Council should repeal Ordinance 2007-19 and Ordinance 2022-12, and approve a new PUD based on the current plan for the school and the former farmstead (see the attached Ordinance 2022-26).

The Planning Commission held a public hearing on August 1, 2022, and recommended that the City Council approve Ordinance 2022-26 based on the written findings and conditions outlined in the ordinance. Ordinance

2022-26 repeals Ordinance 2007-19 and replaces the ordinance with a new PUD that addresses all the pertinent items outlined in the previous ordinances in the context of the Applicant's current development plans. Ordinance 2022-26 also changes the underlying R-2, Low-Density Residential District to P/I, Public/Institutional.

Recommendation:

Approve the first reading of Ordinance 2022-26.

Attachments:

1. Ordinance 2022-26

(Above Space Reserved for Recording)

*State of Minnesota
County of Rice*

**CITY OF FARIBAULT
ORDINANCE No. 2022-26**

**REZONE PROPERTY IN THE DIVINE MERCY CATHOLIC CHURCH PLAT AND THE
DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION PLAT TO P/I,
PUBLIC/INSTITUTIONAL, AND PUD OVERLAY ZONING DISTRICT #2022-26**

WHEREAS, Divine Mercy Catholic Church (the "Applicant") is the fee owner of land parcels south of Mercy Drive and east of CR 45/Albers Avenue in Faribault (the "Property") legally described and graphically depicted in Exhibit A; and

WHEREAS, Ordinance 2007-19 zoned the Property R-2, Low-Density Residential with a Planned Unit Development (PUD) Mixed-Use Overlay District; and

WHEREAS, Ordinance 2022-12 amended Ordinance 2007-19 to allow the former farmstead to remain on the Property and be converted into a gathering and meeting place related to Divine Mercy Catholic Church on the Property; and

WHEREAS, the Applicant, in consultation with the City, requests rezoning the Property's underlying district to P/I, Public/Institutional, and repealing the PUD Overlay created by Ordinance 2007-19 and Ordinance 2022-12, and replacing them with PUD Ordinance 2022-26; and

WHEREAS, City Staff reviewed the Applicant's request and made a report to the Planning Commission; and

WHEREAS, the Planning Commission, on August 1, 2022, following proper notice, held a public hearing regarding the Applicant's requests; and

WHEREAS, based on a review of the City Staff report and the results of the public hearing, the Planning Commission recommended approval of the Applicant's request to rezone the Property to P/I, Public/Institutional, and PUD Overlay Zoning District #2022-26, per the following findings as required by Section 2-180 of the City's Unified Development Ordinance:

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

Finding: The City's Land Use Plan guides the subject property for institutional uses, which is consistent with the proposed underlying zoning and the proposed PUD overlay.

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

Finding: The proposed amendment rezones the underlying district to P/I, Public Institutional, which is consistent with the other properties in the city that have existing and planned institutional uses. The proposed PUD overlay allows the integration of related uses that provides for the efficient use of land in the city.

3. Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: The proposed zoning is compatible with the surrounding area's existing and planned residential uses.

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

Finding: The proposed zoning strengthens the Property's vision and allows the vision to be realized.

- 5. Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The proposed P/I, Public/Institutional zoning is consistent with the zoning of other institutional uses in the city. The proposed PUD overlay will help promote further residential development in the surrounding area.

WHEREAS, based on a review of the City Staff report and the results of the public hearing, the Planning Commission also found that the establishment of PUD Overlay Zoning District #2022-26 is appropriate with the following findings outlined in Section 14-20 of the City's Unified Development Ordinance:

- 1. Objective: Innovation in land development techniques that may be more suitable for a given parcel than traditional approaches.**

Finding: The proposed PUD allows an integrated development that provides coordinated parking, circulation, signage, and amenities, which benefits the users of the development and the community.

- 2. Objective: Coordination of architectural styles and building forms in an effort to ensure compatibility with surrounding land uses.**

Finding: The proposed PUD coordinates architectural styles and building forms in a manner that is compatible with the interrelated uses in the district and the surrounding neighborhood.

- 3. Objective: Creation of more efficient provision of public utilities and services, lessened demand on transportation facilities, and promotion of energy resource conservation.**

Finding: The proposed PUD allows for efficient use of land and energy by allowing the integration of an existing religious institution and a proposed school. The PUD also allows the existing gathering place on the Property to connect to municipal sewer and water.

WHEREAS, based upon the City Planner's report to the Planning Commission, the public hearing, and the discussion of the Planning Commission, the Planning Commission also recommended approval of the Development Plan for PUD Overlay Zoning District #2022-26 based on the following findings as required by Section 14-140 of the City's Unified Development Ordinance:

Finding 1: Adequate property control is established and provided to protect the individual owner's rights and property values and to define legal responsibilities for maintenance and upkeep.

Expanded Finding 1: The Applicant is the fee owner of all of the properties in the PUD and is legally responsible for all maintenance and upkeep.

Finding 2: The interior circulation plan and access from and onto public right-of-way does not create congestion or dangers and is adequate for the safety of the project residents and general public.

Expanded Finding 2: The Rice County Highway Department has determined that CR 45/Albers Avenue could accommodate the anticipated traffic associated with the proposed PUD if the use of the Property does not expand beyond that allowed by the proposed PUD.

Finding 3: A sufficient amount of useable open space is provided.

Expanded Finding 3: The proposed PUD provides sufficient open space for the users of the existing and proposed development.

Finding 4: The arrangement of buildings, structures, and accessory uses does not unreasonably disturb the privacy of surrounding property owners or reduce the value of adjacent properties.

Expanded Finding 4: The proposed PUD allows for the compatible and efficient integration of a proposed school and existing religious institution. The proposed PUD will provide adequate landscaping and buffers between the proposed PUD and the existing and future surrounding property owners.

Finding 5: The architectural design of the project is compatible with the surrounding area.

Expanded Finding 5: The proposed school in the PUD is compatible with the existing religious institution. The proposed PUD is an integral part of the surrounding residential neighborhood.

Finding 6: The project will not place a burden on existing municipal infrastructure, including utility and drainage systems.

Expanded Finding 6: The Development Plan does not significantly affect public infrastructure. Stormwater is accommodated in a manner consistent with City and other applicable regulations. The existing gathering place in the former farmstead will be served by municipal sewer and water.

Finding 7: The development schedule ensures a logical development of the site, protecting the interests of project residents and the general public.

Expanded Finding 7: The Applicant intends to construct the proposed school in a logical and timely manner that reduces impacts on the surrounding neighborhood. No additional development in the PUD will be allowed without an amendment to this ordinance.

Finding 8: The planned unit development is in reasonable compliance with the intent and purpose of the Land Use Plan.

Expanded Finding 8: The City's Land Use Plan guides the subject property for institutional use, which is compatible with the PUD; and

WHEREAS, the City Council conducted the first reading of this ordinance on August 10, 2022, and the second reading on _____; and

WHEREAS, based on City Staff's report, the results of the public hearing, and the written findings and recommendation of the Planning Commission, the City Council concurs with the findings of the Planning Commission as stated in the above recitals and makes identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1. Findings. The recitals and exhibits in this ordinance are incorporated into this ordinance, and, where applicable, constitute the City Council's findings.

Section 2. Repeal Ordinance 2007-19 and Ordinance 2022-12 and Rezone the Property to P/I, Public/Institutional, and PUD Overlay Zoning District #2022-26. The City Council hereby repeals Ordinance 2007-19 and Ordinance 2022-12 related to the existing PUD associated with the Property. The City Council also hereby rezones the Property legally described in Exhibit A to P/I, Public/Institutional, and PUD Overlay Zoning District #2022-26, which provides as follows:

PUD Overlay Zoning District #2022-26

A. Intent. The intent of the PUD Overlay District #2022-26 is as follows:

1. Provide an integrated development that includes a religious institution, school, and related uses.
2. Coordinate parking, circulation, stormwater management, signage, architecture, open space/recreation, and other related features in the district.
3. Provide for the efficient provision of public utilities and services.
4. Facilitate the development of vacant and underutilized land in the city.

B. Underlying District. The P/I, Public/Institutional Zoning District underlies PUD Overlay Zoning District #2022-26 as approved by this ordinance.

C. Permitted Uses. The following are permitted uses in the PUD Overlay Zoning District #2022-26:

1. All uses permitted in the underlying P/I, Public/Institutional Zoning District;
2. The existing gathering place in the former farmstead is a permitted use. However, the occupancy of the former farmstead shall not exceed fifty (50) people; and

3. Other uses not specifically listed in this ordinance, but for which the City's Development Review Committee has determined that the uses are consistent with the intent of the permitted uses in PUD Overlay Zoning District #2022-26.

D. Conditional Uses. The following are conditional uses in the PUD Overlay Zoning District #2022-26:

1. All conditional uses in the P/I, Public/Institutional Zoning District; and
2. Other uses not specifically listed in this ordinance, but for which the City's Development Review Committee has determined that the uses are consistent with the intent for conditional uses in PUD Overlay Zoning District #2022-26.

E. Accessory Uses and Standards. Accessory uses in PUD Overlay Zoning District #2022-26 must be consistent with the accessory uses and standards specified in the City's Unified Development Ordinance for the underlying P/I, Public/Institutional Zoning District. The City's Development Review Committee (DRC) may waive certain standards related to accessory uses if the DRC finds that the proposed accessory uses are consistent with the intent of the PUD Overlay Zoning District #2022-26.

F. Setback Requirements for Principal Buildings. Setbacks for principal buildings shall be consistent with the setbacks requirements of the underlying P/I, Public/Institutional Zoning District.

G. Principal Building Height. The height of principal buildings in PUD Overlay Zoning District #2022-26 shall be consistent with the height requirements of principal buildings in the underlying P/I, Public/Institutional Zoning District.

H. Architecture. The architectural design of structures in PUD Overlay Zoning District #2022-26 must be consistent with the provisions of the City's Unified Development Ordinance. The architecture must be substantially similar to the designs included in the Development Plan, as shown in Exhibit B of this ordinance. The architectural design of structures must be compatible with each other and the surrounding residential neighborhood as determined by the City's Development Review Committee.

I. Access, Parking, and Circulation. Access, parking, and circulation associated with PUD Overlay Zoning District #2022-26 must be substantially consistent with the Development Plan shown in Exhibit B of this Resolution, except as may be modified as follows:

1. The development must provide circulation improvements internal to the site and in the adjacent right-of-way as directed by the City Engineer and/or County Engineer.
2. The development must provide sufficient onsite parking (and/or proof of parking) consistent with the parking standards outlined in the City's Unified Development Ordinance. At the discretion of the City's Development Review Committee (DRC), the DRC may allow shared parking between the existing religious institution and the proposed school.
3. No intensification of use in PUD Overlay Zoning District #2022-26 is permitted unless the existing parking in the district accommodates the additional parking demand as required by the City's Unified Development Ordinance or a City-approved parking study. The City's Development Review Committee may approve minor changes to the parking and circulation in the Development Plan shown in Exhibit B of this Ordinance.
4. The gathering place in the former farmstead must provide a minimum of twelve (12) parking spaces. One of the parking spaces must be an accessible parking space per the Minnesota Accessibility Code. Per the City Code of Ordinances, all parking must be on an approved hard surface such as concrete or bituminous. No parking shall be allowed in drive lanes or on County Road 45/Albers Avenue.
5. Any situation in which required parking is rendered unusable by snow storage, materials, equipment, or other means, must be promptly remedied and the required parking returned to a usable condition.
6. Accessible parking spaces must be provided at a ratio consistent with the Americans with Disabilities Act and the

Minnesota Accessibility Code for the uses in the PUD Overlay Zoning District #2022-26.

7. Electric vehicle charging stations are encouraged in the district and may be approved at the discretion of the City's Development Review Committee.
8. Pedestrian walks shall be substantially consistent with Development Plan and shall be consistent with the standards of the Americans with Disabilities Act.

J. Landscaping and Screening. At a minimum, landscaping and screening in PUD Overlay Zoning District #2022-26 must be consistent with the applicable standards of the City's Unified Development Ordinance. The City's Development Review Committee may require additional landscaping as needed to provide a sufficient landscape buffer between the development and surrounding uses.

K. Open Space. PUD Overlay Zoning District #2022-26 must provide open space in substantial conformance with the Development Plan shown in Exhibit B.

L. Lighting. Exterior lighting in PUD Overlay Zoning District #2022-26 must be consistent with the City's Unified Development Ordinance and must require site plan approval by the City's Development Review Committee.

M. Signs. PUD Overlay Zoning District #2022-26 must have a Comprehensive Sign Plan, which ensures coordinated and compatible signage for all uses in the district, as follows:

1. The Comprehensive Sign Plan must be approved by the City Planner or other Authorized Agent of the City.
2. All signs must be substantially consistent with the general sign provisions in the City's Unified Development Ordinance.
3. The City's Development Review Committee may waive specific sign requirements (including sign height, area, and number) specified in Chapter 9 of the City's Unified Development Ordinance. The waiver must further the intent

of PUD Overlay Zoning District #2022-26 and be in the community's best interest.

4. Signage identifying the building addresses must be approved by the Faribault Fire Chief.
5. No signage will be allowed in an easement without an appropriate Agreement between the Owner and the City to the satisfaction of the City Attorney.

N. Phasing. Development in PUD Overlay Zoning District #2022-26 may be phased as per the provisions of the City's Unified Development Ordinance and as follows:

1. Construction related to the proposed school is intended to begin in 2022.
2. The existing gathering place in the former farmstead may be allowed to remain indefinitely. However, the former farmstead must be connected to municipal sewer and water in 2023 in coordination with the construction of the proposed school unless the City Engineer determines an alternative deadline is acceptable. The existing accessory buildings and the existing drive between the former farmstead and the existing religious institution must be removed in 2022.
3. If the gathering place in the former farmstead is removed in the future, the Applicant must request an amendment to the PUD. At the discretion of the City's Development Review Committee (DRC), the DRC may process the amendment as a minor amendment that does not require a public hearing.
4. Platting will be required as future phases of the PUD are developed. Such platting must be processed according to Chapter 15 of the Unified Development Ordinance, or other Subdivision standards in effect at the time of such plat. No additional platting or phases within the PUD shall be allowed without an amendment to the PUD, clearly defining a phasing and sequencing plan for the extension of public infrastructure, including a second public street connection to CSAH 45/Albers Avenue.

5. Should significant delays in the development of PUD Overlay Zoning District #2022-26 occur, the City's Development Review Committee may require that the Owner amend the PUD through appropriate means to address applicable conditions and regulations.

O. Other Required Standards. Development in PUD Overlay Zoning District #2022-26 must be consistent with all applicable standards of the City's Unified Development Ordinance, except as may be modified by this ordinance, the conditions of approval related to the Development Plan, and any other current or subsequent City approvals.

P. Conformance with the Approved Development Plan for PUD Overlay Zoning District #2022-26. Development in PUD Overlay Zoning District #2022-26 shall be in substantial conformance with the approved Development Plan shown in Exhibit B or as amended in accordance with the City's Unified Development Ordinance. However, at the discretion of the City's Development Review Committee, development can deviate from the approved Development Plan if the deviation is consistent with the intent of PUD Overlay Zoning District #2022-26. The Applicant must amend this ordinance for any significant deviation from the approved Development Plan as determined by the City's Development Review Committee.

Q. Development Agreement. Before any significant development (as determined by the City's Development Review Committee) can occur in PUD Overlay District #2022-26, the Developer and City shall enter into a Development Agreement related to the DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION and any other applicable agreements that specify the terms and conditions of future development on the Property.

Section 3. Approval of the Development Plan for PUD Overlay Zoning District #2022-26. The Development Plan for PUD Overlay Zoning District #2022-26, as shown in Exhibit B, is hereby approved as follows:

1. Approval of the Development Plan authorizes the Owner to proceed with requesting Site Plan approval from the City's Development Review Committee for the proposed work in the district.

2. The City's Development Review Committee may attach appropriate conditions to any Site Plan approval related to the work shown in the approved Development Plan.

Section 4. Authorization to Execute Agreements. The Mayor and City Administrator are authorized and directed to execute and deliver any required additional agreements, certificates, or other documents the City Attorney determines necessary to implement this ordinance.

Section 5. Authorization to take Additional Steps. City Staff, City Consultants, and the City Attorney are authorized and directed to take any additional steps and actions necessary or convenient to accomplish the intent of this ordinance.

Section 6. Effective Date. This ordinance shall be effective immediately upon its passage and publication according to the Faribault City Charter and the successful recording of the DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION plat and related documents with Rice County. If the plat and related documents are not recorded within one year of the City Council's approval of this ordinance, the ordinance shall automatically be null and void.

Section 7. Amendment to the Official Zoning Map. The Official Zoning Map of the City of Faribault shall not be required to be republished to show the rezoning. However, the City Planner shall appropriately mark the Official Zoning Map on file with the City Planner to indicate the rezoning.

Public Hearing: August 1, 2022

First Reading: August 10, 2022

Second Reading: _____

Published: _____

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

**Exhibit A: Legal Description and Graphic Depiction of Property
Rezoned to P/I, Public/Institutional, and
PUD Overlay Zoning District #2022-26**

Outlot C of DIVINE MERCY CATHOLIC CHURCH, Rice County, Minnesota

Lot 1, Block 1, DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION, Rice
County, Minnesota

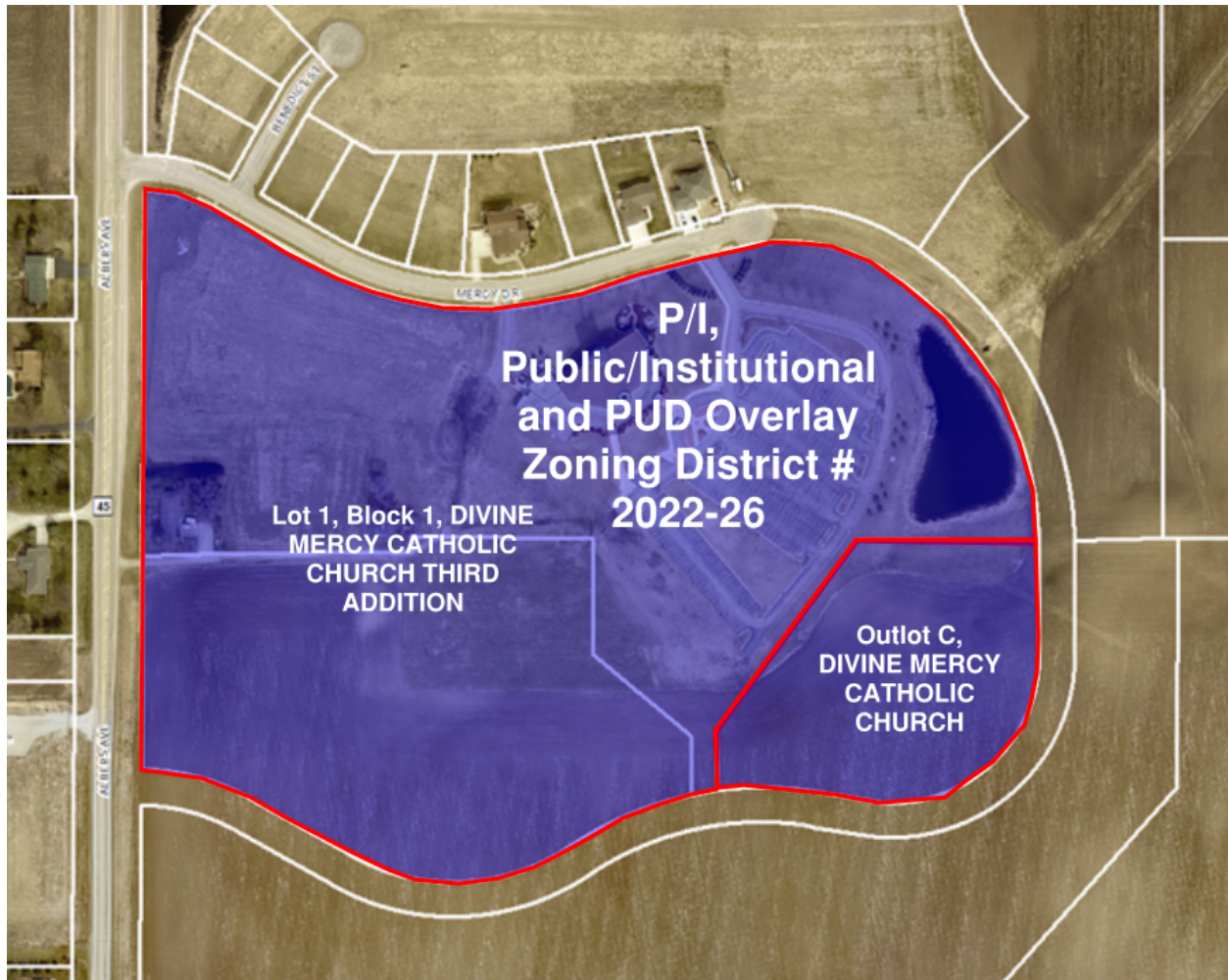
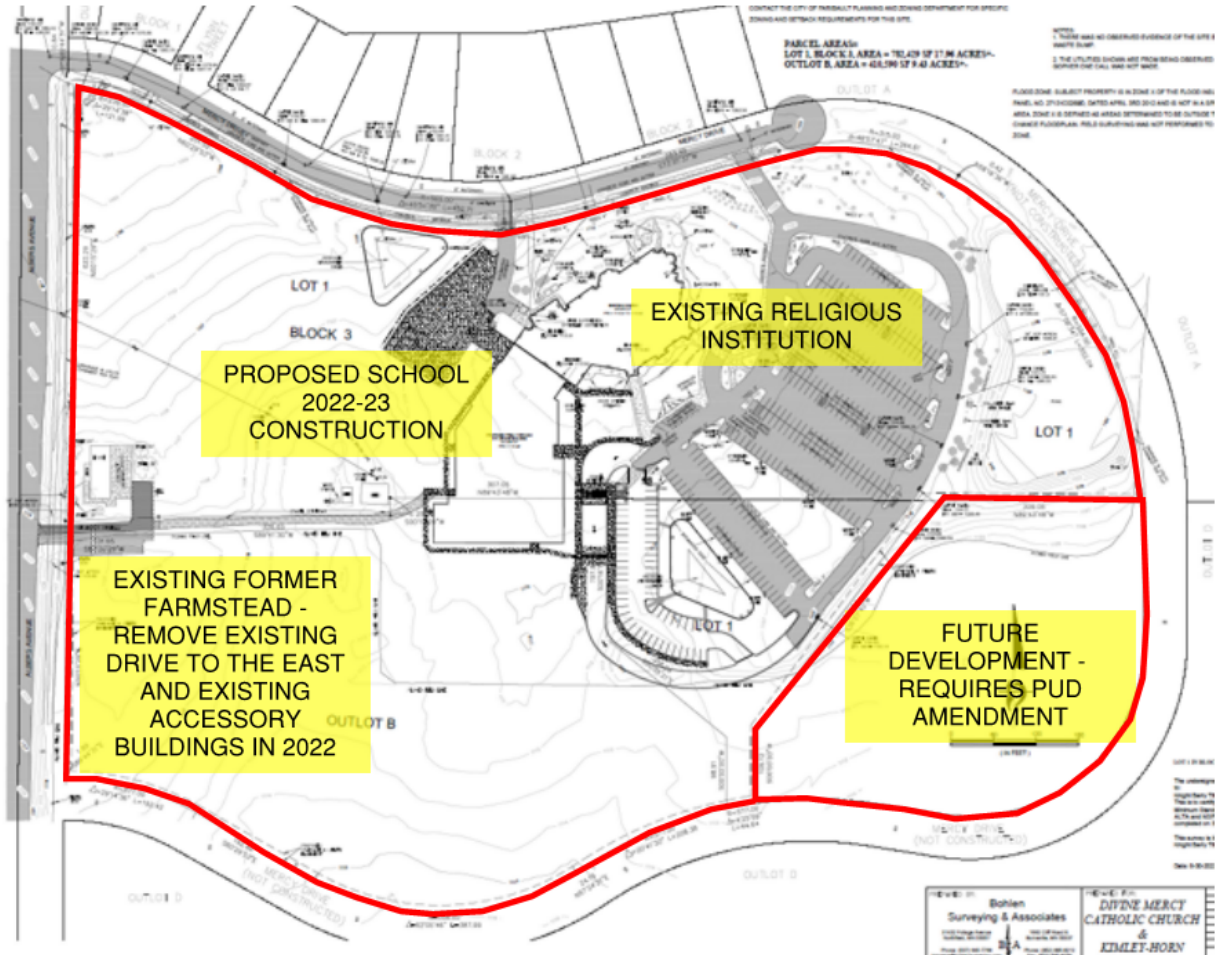


EXHIBIT B: Pertinent Excerpts of the Development Plan for PUD Overlay Zoning District #2022-26





Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: August 10, 2022
SUBJECT: Applications related to the Redevelopment of the Former Farmer Seed and Nursery Site at 818 4th Street NW to accommodate an Indoor Storage Facility and Apartment Building

Background:

KK&G Properties (the "Applicant") has been consulting with the City over the past year to redevelop the former Farmer Seed and Nursery site at 818 4th Street NW. Due to the condition of the existing structures, the Applicant has received the required approvals to demolish several buildings on the site due to safety and other concerns and the City, working in conjunction with the Developer, has successfully applied for and been awarded DEED Redevelopment and Contamination Cleanup Fund grants to assist with the abatement and reuse of the site.

The Applicant's redevelopment plans include the removal of five (5) structures, construction of an indoor storage facility, and the addition of a four-story, 54-unit apartment building. Multiple Planning & Zoning actions are required to support the redevelopment of the site, including:

1. Preliminary and final plat approval to subdivide the Property into two (2) lots;
2. A conditional use permit to allow a standalone residential building in the C-2, Highway Commercial District to exceed three stories or 42-feet in height;
3. A variance from the required building setbacks at the periphery of the Property; and
4. Rezoning the Property to include a planned unit development (PUD) overlay district that allows a proposed indoor storage facility on one lot and a proposed four-story multi-family residential building on

the other lot, with shared parking, stormwater management, and other facilities.

The Planning Commission, at its meeting of August 1, 2022, after proper notice, held a public hearing to consider each of these applications. Comments received from the public primarily focused on the parking amount and configuration, the location of access to 8th Avenue NW, and loss of the historically significant building. The Planning Commission recommended approval of each of the applications, and approved written findings in support of the applications accordingly.

Please refer to the attached reports for additional information and details.

Recommendation:

Take separate actions to approve the resolutions and ordinances associated with this development proposal included in Subitems 1-4.

Attachments:

1. Planning and Engineering Reviews of the Applicant's Requests
2. Public Written Comments regarding the Proposed MIDWEST FIRST SUBDIVISION



Public Hearing Staff Report

TO: Planning Commission
FROM: David Wanberg, City Planner
MEETING DATE: August 1, 2022
SUBJECT: Applications related to Platting and Redevelopment of Property at 818 4th Street NW (the Former Farmer Seed and Nursery Site)

BACKGROUND AND REQUESTS

The former Farmer Seed and Nursery business at 818 4th Street NW ceased operations several years ago. KK&G Properties, LLC (the "Applicant") acquired the property (the "Property") in 2021, intending to convert the existing structures on the site into indoor storage units. However, after conducting a structural and architectural analysis of the Property, the Applicant concluded that it was not feasible to re-use the oldest structures. After gathering input from City Council, Planning Commission, and Heritage Preservation Commission work sessions, the Applicant applied for, and the City approved, a demolition permit for the Property's oldest buildings. However, all parties acknowledge that the former Farmer Seed and Nursery development served as an iconic feature of Faribault and that redevelopment of the Property should pay homage to the former use as feasible. The Applicant now requests the following:

1. Preliminary and final plat approval to subdivide the Property into two lots;
2. A conditional use permit to allow a standalone residential building in the C-2, Highway Commercial District to exceed three stories or 42 feet in height;
3. A variance from the required building setbacks at the periphery of the Property; and
4. Rezoning the Property to include a planned unit development (PUD) overlay district that allows a proposed indoor storage

facility on one lot and a proposed four-story multi-family residential building on the other lot, with shared parking, stormwater management, and other facilities;

OVERVIEW OF THE SUBJECT PROPERTY AND SURROUNDING AREA

The Property is at the northwest corner of 4th Street NW and 8th Avenue NW. Existing uses to the Property's north, east, and south include a mix of industrial, commercial, and residential uses; a railroad is directly east of the Property (see [Figure 1](#)).



Figure 1: Aerial Photograph of the Subject Property and Surrounding Area

The City's Journey to 2040 Comprehensive Plan guides the Property and the area north of 4th Street NW and south of 5th Street NW for "commercial/residential mixed use." The proposed indoor storage and multi-family residential uses are consistent with the Comprehensive Plan. The City's official zoning map zones the Property for C-2, Highway Commercial, which allows the proposed indoor storage use as an outright permitted use and the proposed standalone apartment building as a conditional use. Therefore, the

Applicant's proposed uses are consistent with the zoning uses outlined in the City's Unified Development Ordinance (UDO). The surrounding properties include a mix of I-1, Light Industrial; C-2, Highway Commercial; and R-3, Medium-Density Residential zoning.

PREVIOUSLY APPROVED ABATEMENT AND DEMOLITION

As noted earlier, the Applicant conducted a thorough analysis of the Property's existing structures and determined that several structures were in poor condition. The Applicant explored opportunities to correct the deficiencies but concluded that the only feasible solution was to demolish the structures. The City approved the demolition of the buildings shown in Figure 2. The demolition work is expected to be completed this summer.

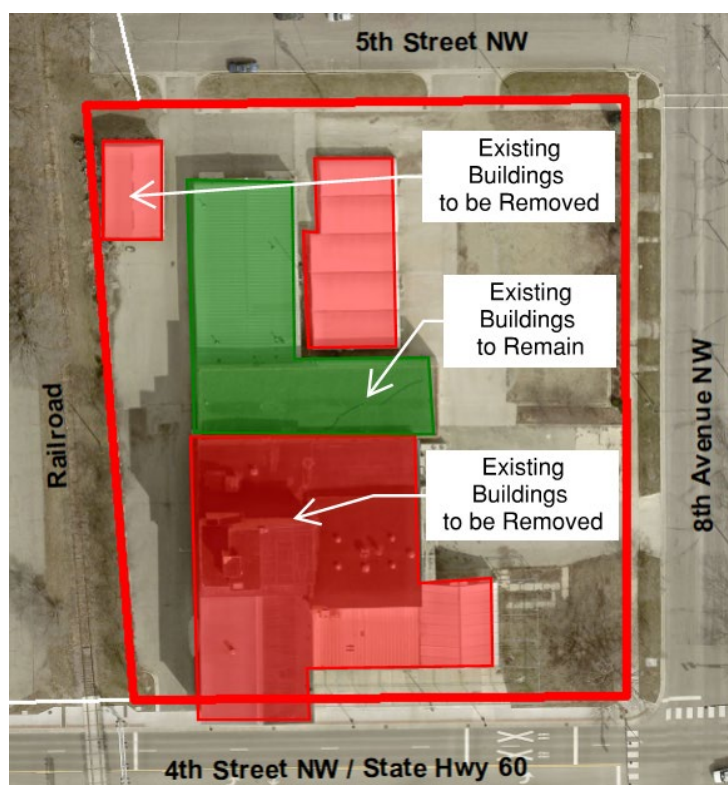


Figure 2: City-Approved Building Demolition

The Applicant's analysis also found hazardous materials and contaminants in some buildings and soils. The City requested and received matching grants to assist in demolishing the unsafe structures and abating the hazardous materials, and the Applicant will provide the required match for the grant. Again, the demolition and the abatement are already approved.

PROPOSED PRELIMINARY PLAT AND FINAL PLAT

The Applicant proposes to plat the Property as MIDWEST FIRST SUBDIVISION (see Figure 3). Lot 1, Block 1 will accommodate the proposed indoor storage facilities, and Lot 2, Block 1 will accommodate the proposed apartment building. The lots will share parking, circulation, and stormwater management facilities. The following provides an overview of the plat. Refer to the attached report from the City Engineer for additional information.

1. Lot Shape, Area, and Width. The proposed lots have unconventional shapes to accommodate the proposed buildings and parking. While lots should generally have a rectangular shape, the City's UDO does not prohibit unconventional lot shapes. The proposed lots are consistent with the lot area and width requirements for property in the C-2, Highway Commercial District. Lot 1 has only 35 feet of width at 4th Street NW, but it meets the width requirement along 5th Street NW.

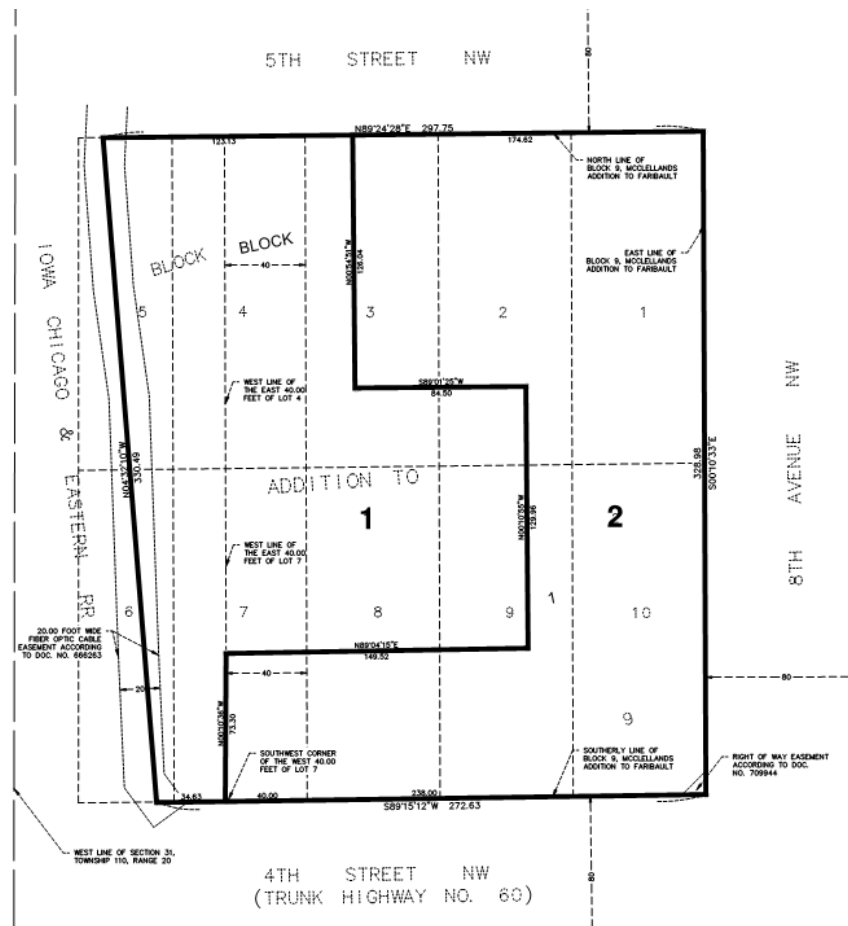


Figure 3: Proposed MIDWEST FIRST SUBDIVISION Plat

2. Drainage and Utility Easements. The Applicant's plat submittal does not include the required drainage and utility easements. However, the

Applicant will work with the City Engineer to provide the required easements in the plat.

3. Access and Curb Cuts. The Minnesota Department of Transportation (MnDOT) has jurisdiction over 4th Street NW/State Highway 60 adjacent to the plat's south property line. Currently, the Property has one access at the site's southwest corner. Any modification to the existing access requires approval by MnDOT.

The proposed plat also includes access on 8th Avenue NW and 5th Street NW – the City has jurisdiction over both roads. The proposed 8th Avenue NW access aligns with the site's existing access. While acceptable, this access should ideally allow for additional vehicle stacking distance between 5th Street NW and 4th Street NW by aligning with the existing access that serves the NAPA site to the east. However, shifting the 8th Avenue NW access to the north of the proposed location is not practical given the proposed development.

Two existing accesses from 5th Street NW serve the Property. The Applicant proposes to shift the existing east access to the west, thereby centering the access on the side property line of the residences to the north, which should minimize potential vehicle headlight concerns. The existing west access is roughly 18 feet wide, which does not account for two-way traffic. The Applicant and City Engineer will consult on the required width of the west access on 5th Street NW. See the attached City Engineer's report for additional information.

4. Cash Instead of Parkland Dedication. The proposed indoor storage facility will replace the former Farmer Seed and Nursery use. Consequently, no parkland (nor cash instead of parkland) will be required for the portion of the proposed plat related to the indoor storage use. However, the proposed 54-unit apartment building requires parkland dedication (or cash instead of parkland) per the following formula outlined in the City's UDO:

- Units 1-20: 20 units x \$500\$10,000
- Units 21-50: 30 units x \$400.....\$12,000
- Units 51-54: 4 units x \$300 \$1,200
- Total park fees due before recording the plat:\$23,200

Potentially, the Council could allow the park fee to be paid at or before

the issuance of a building permit, rather than before recording the plat. Additional information regarding the proposed open space is discussed later in this report.

CONDITIONAL USE PERMITS FOR A PROPOSED MULTI-FAMILY RESIDENTIAL BUILDING ON LOT 2, BLOCK 1, OF THE PROPOSED PLAT

The Applicant proposes to develop a four-story, 54-unit, market-rate apartment building on Lot 2, Block 1, of the proposed plat (see [Figure 4](#) and [Figure 5](#)). The Applicant requests a conditional use permit (CUP) to allow the following in the C-2, Highway Commercial zoning district:

1. The proposed multi-family residential building to function as a standalone residential use (without a commercial use on the ground floor); and
2. The proposed multi-family residential building to exceed three stories or 42 feet in height.

Because of the challenges associated with the redevelopment of the Property, the Applicant feels the proposed apartments are a necessary part of the proposed redevelopment and that the apartments would complement the proposed indoor storage facility. In part because of the parking need, it is unrealistic to require commercial uses on the first floor of an apartment building in this location. There are multiple examples of standalone apartments in Faribault's commercial districts.

The proposed apartment building is a four-story, 47-foot high building. The maximum height of a structure allowed in the C-2, Highway Commercial District, without a conditional use permit, is three stories or 42 feet. Consequently, the proposed apartment building requires a conditional use permit. No other proposed buildings (or existing buildings to remain) on the Property require a conditional use permit for height. The Applicant is removing the existing 80-foot high "tower" associated with the former Farmer Seed and Nursery development.

The proposed apartment building would be the tallest structure in the area, given the pending removal of the former Farmer Seed and Nursery tower. The apartment building's height would likely have the greatest impact on the seven single-family residential properties within roughly 200 feet of the building. However, the City's UDO outright allows a three-story, 42-foot high building on the Property, and one could conclude that there is little difference between

a three-story and four-story building. Each would affect the area's character, for better or worse, depending on the development's details.



Figure 4: Site Plan showing the Proposed Apartment Building in the Northeast Corner of the Property



Figure 5: Rendering of Proposed Apartment Building Facing 8th Avenue NW

Given existing site conditions and the Applicant's proposed layout, it is not feasible to provide a greater building setback from the adjacent streets and single-family residences. However, planting boulevard trees on 8th Avenue NW (and to some extent on 5th Street NW) could help reduce the scale of the proposed apartment building. Furthermore, one could conclude that the existing street rights-of-way provide adequate separation between the proposed four-story apartment building and the adjacent single-family residences.

VARIANCE FROM THE REQUIRED FRONT AND CORNER SIDE YARDS

The Applicant requests approval of a variance to allow the proposed apartment building to be roughly eight (8) feet from the front/corner side lot lines on 5th Street NW and 8th Avenue NW (see [Figure 4](#)). In contrast, the City's UDO requires a minimum 25-foot setback. The Applicant also requests that the variance allow the proposed parking to be roughly seven (7) feet from the front/corner side lot lines on 5th Street NW and 8th Avenue NW, whereas the City's UDO requires a minimum ten-foot setback.

The existing building at the southwest corner of the Property does not meet the required front yard. The Applicant's removal of this building will eliminate

the existing nonconforming situation. However, the proposed apartment building in the northeast corner of the site requires a front and corner side yard variance. The location of the existing buildings to remain on the Property make it impractical to develop the proposed apartment building without a variance from the front and corner side yard requirements. One could conclude that the proposed apartment's front and corner side yards are not out of character with other buildings in the 4th Street NW corridor. Other apartment buildings in the community, including Hillside Apartments in the central business district, are near sidewalks and property lines.

REZONING TO A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY

Given that the proposed plat includes two lots that will share parking, circulation, open space, and stormwater facilities, the Applicant requests that the Property include a planned unit development (PUD) overlay zoning district. The following provides an overview of the proposed PUD:

1. Commercial/Residential Mixed Use. The City's Journey to 2040 Comprehensive Plan guides the Property for "commercial," "residential," or "commercial/residential mixed use." The proposed indoor storage and apartment facilities are consistent with the Comprehensive Plan. The underlying C-2, Highway Commercial District outright allows the indoor storage facility, and it allows the proposed standalone apartment building with the issuance of a conditional use permit. The proposed uses complement each other.
2. Site Access and Circulation. The proposed site access is similar to the existing site access. Refer to the plat review section of this report and the City Engineer's memorandum for additional information.

The Applicant states that their other indoor storage businesses rarely have trucks over 30 feet long. Figure 6 shows how a 30-foot-long truck could circulate on the Property. The apartment and indoor storage facility would share the drive aisles on the Property, which could sometimes be inconvenient for drivers. However, trucks would not regularly access the storage facility once the storage units are filled. Furthermore, the Property's proposed accesses would help alleviate blocked drive aisles. The City's Fire Chief notes that the proposed circulation is tight for some firefighting equipment but that the Fire Department could work with the proposed circulation.

Per the City's UDO, the proposed 16-foot wide drive aisle on the Property's west side is only wide enough to accommodate one-way traffic. The proposed west drive would help with site circulation, but it will likely not be used regularly. Bollards or other solutions must be provided to protect the fire exits on the west side of the storage building.

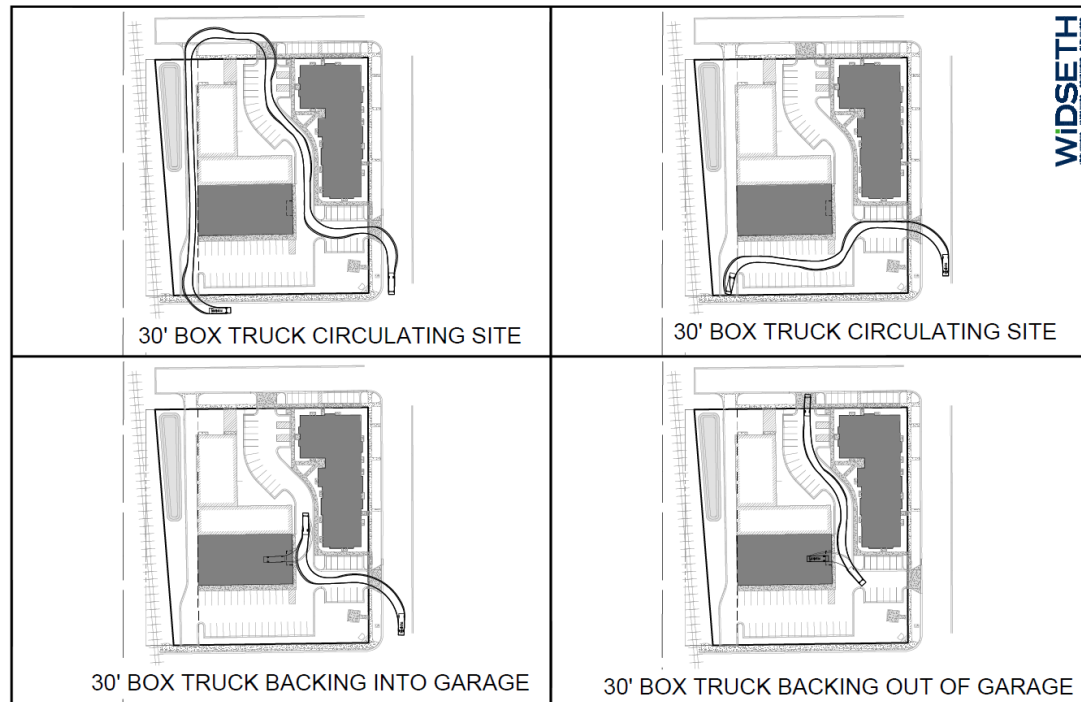


Figure 6: Circulation of 30-foot Truck

3. Parking. The Applicant is striving to balance the desire and need for onsite parking with the desire and need for open space and other development requirements and amenities. Based on the parking demands at the Applicant's other indoor storage facilities, the Applicant believes four parking spaces are sufficient for the proposed indoor storage facility. Customers will generally use the parking lot to meet with office staff and in the office and arrange for storage space. After that, the customer will generally access their storage space by bringing their vehicle into the indoor storage facility.

The proposed apartment building has 54 units (38 one-bedroom or efficiency units and 16 two-bedroom units). The City's UDO requires one parking space for each one-bedroom unit and two parking spaces for each two-bedroom unit. Consequently, the UDO requires the proposed apartment building to have 70 parking spaces. The

apartment building should also have three parking spaces for an onsite staff.

From a practical point of view, the Property should have a minimum of 77 onsite parking spaces (73 for the apartment building and four for the indoor storage facility), which the Property can accommodate, but with the trade-off of losing site amenities and open space. Given the complexities of redeveloping the Property, the Applicant feels it is imperative to have at least 54 residential units. Eliminating one floor of the proposed four-story apartment building would reduce the number of units from 54 to 40, and it would reduce the parking need from 70 to 52. But, again, the Applicant believes 54 units are needed to redevelop the Property.

In consultation with City Staff, the Applicant's proposal provides 59 onsite parking spaces and 11 parking spaces that use the 5th Street NW right-of-way (see Figure 4). While not preferred, the City's Development Review Committee feels the 5th Street NW right-of-way could accommodate 11 to 17 public parking spaces, similar to what exists at 820 5th Street NW. With the loss of open space, the Property could potentially accommodate 12 additional parking spaces.

The Applicant's proposal includes sufficient accessible parking spaces. Although not required, the Applicant should consider making some of the proposed onsite parking electric vehicle-ready. Potentially, the Applicant could arrange a shared parking agreement with the existing commercial use to the east. However, at this point, there have been no discussions.

4. Trash Storage. The Applicant's proposal does not show outdoor trash storage. Presumably, the indoor storage facility can provide some trash storage indoors. The Applicant could provide screened outdoor trash storage between the indoor storage facility and apartment building without losing parking spaces.
5. Snow Storage. Like many sites, snow storage onsite could be challenging at times. If snow storage were to result in the loss of parking spaces, the Applicant might need to remove snow from the site.
6. Landscaping and Open Space. The UDO requires a minimum of 20

percent open space. The Applicants proposal has 11 percent open space. The UDO also requires more landscaping than what the Applicant has proposed. Similar to the parking situation, the Applicant is striving to balance the need and desire for open space and landscaping with the complexities of the redevelopment of the Property. In consultation with the City, the Applicant proposes to provide an amenity at the southeast corner of the site for the community and the residents of the proposed apartment building. The details of the amenity will be explored in the coming months.

While the proposed development does not meet the UDO's open space and landscaping requirements, the Applicant and the City's DRC can work together to maximize the value of the open space in the development. It should be noted that the existing site has very little open space, but it does not have a residential use. On the other hand, the City has multiple apartments in the central business district with little or no onsite open space. Again, the City and the Applicant need to find an appropriate balance, and the Applicant believes the proposed development provides that appropriate balance.

7. Indoor Storage Facility. The proposed indoor storage facility includes a new building and the re-use of two existing buildings (see Figure 7). The Applicant is consulting with the City's Heritage Preservation Commission to explore ways to integrate the history of the site into the redevelopment of the site. One possible option is to provide murals on a wall (or walls) of the proposed storage building. The proposed building has an EIFS covering. The existing buildings included painted concrete block and existing metal siding.
8. Apartment Building. The proposed apartment building has four stories with lap siding. (see Figure 8). The siding material is consistent with the UDO. The height of the building is discussed earlier in this report. The apartment building includes an exercise room and may is intended to include some outdoor amenities.
9. PUD Amenities. As noted earlier, the Applicant has requested approval of a planned unit development (PUD) to allow the proposed uses on the Property to work as a planned development that shares parking, circulation, and stormwater management facilities. PUDs are intended to provide a win-win situation for the development and the community. For example, a reduction in certain UDO requirements can be offset by

the development providing appropriate amenities above what the UDO requires. The Applicant is exploring opportunities to provide additional amenities, particularly at the southeast corner of the site. Potentially, additional amenities could be provided between the storage buildings and the apartment buildings.

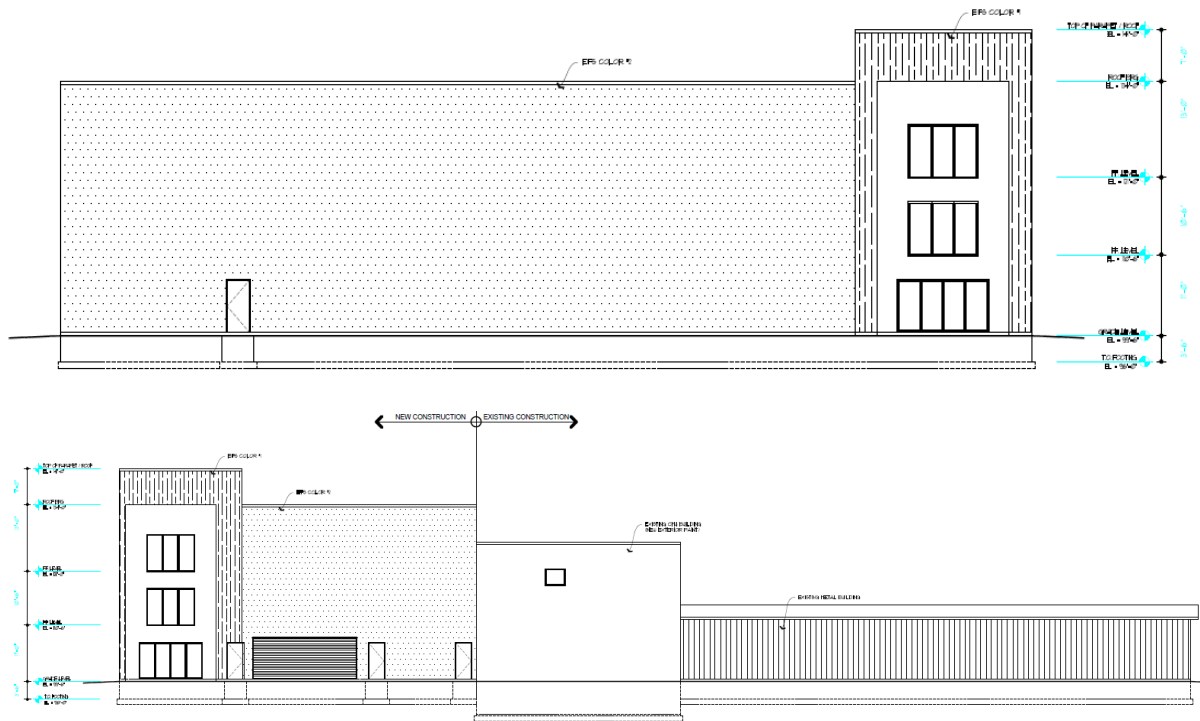


Figure 7: Indoor Storage Facility



Figure 8: Apartment Building

RECOMMENDATION

Redevelopment of the Property is complicated. The Applicant has worked over the past year with City Staff and has participated in work sessions with the City Council, the Planning Commission, and the Heritage Preservation Commission. All parties are striving to find an appropriate balance for the redevelopment of the Property.

The City's Development Review Committee (DRC) recommends approval of the Applicant's request with the condition that the Applicant work with the DRC to address expressed concerns and that the DRC has the authority to approve refined development plans.

ATTACHMENTS

- City Engineer's Report



Engineering Department Memorandum

TO: Dave Wanberg, City Planner

CC: Deanna Kuennen, Comm. and Econ. Development Director
Travis Block, Public Works Director
Jeanne Day, Finance Director

FROM: Mark DuChene, City Engineer

DATE: July 29, 2022

SUBJECT: Midwest First Subdivision Preliminary Plat, Final Plat, & Planned Unit Development

BACKGROUND

Nicole El-Sawaf on behalf of KK&G Properties, LLC, the developer, has submitted a preliminary plat, final plat, variance and planned unit development applications. The site is located in the NW ¼ of Section 31 Township 110, Range 20W whose parent parcels are Lot 1-10, Block 9 McClellands Addition. The site is adjacent to Trunk Highway 60 (4th Street NW) to the south, railroad and commercial property to the west, and 5th Street NW to the north and 8th Avenue NW to the east.

The proposed subdivision is located on land that is currently zoned C-2 Highway Commercial. No change in the underlying zoning is proposed; however, a planned unit development overlay district is proposed to be established. The proposed improvements include the demolition of most of the existing structures on site. The one structure to remain is proposed to be repurposed for indoor storage and a new indoor storage building and a separate multi-story, apartment building are proposed to be constructed as well as a stormwater treatment basin.

There are no proposed public improvements.

The proposed development will be completed by:

Owner/Developer:	KK&G Properties, LLC
Surveyor/Engineer:	Widseth

Variance & Planned Unit Development (PUD)

The proposed plat includes establishing a new planned unit development overlay district to allow for shared parking, access drives and stormwater management to serve the proposed

multiple parcels. The Developer is also seeking a variance to the periphery building setback requirements adjacent to the public streets.

Given the proposed request to establish a PUD and reduce the building setbacks adjacent to the City streets, increased landscaping, building materials and site amenities (playground, patio space, etc.) above and beyond the required minimums should be considered as a condition of the PUD.

PLAT

Developer has submitted a preliminary and final plat for MIDWEST FIRST SUBDIVISION. The preliminary and final plat contains two (2) lots, Lot 1, Block 1 will contain the indoor storage facilities and Lot 2, Block 1 will contain the apartment building.

The areas within the plat include:

Lot 1, Block 1	0.99 acres	(43,124 sf)
<u>Lot 2, Block 1</u>	<u>1.17 acres</u>	<u>(50,804 sf)</u>
Total	2.16 acres	(93,928 sf)

Current title work has not been submitted with the final plat application and will be subject to the review of the City and City Attorney's office.

At the time of final plat, the Developer agrees to provide sufficient permanent property monumentation per the development agreement and shall submit to the City written verification by a registered land surveyor licensed in the State of Minnesota.

SITE CONDITIONS

The existing site contains approximately 2.16 acres of land that that is fully developed with existing buildings that formerly served as a landscape/gardening business. The site has a relatively flat topography and drainage is generally from the south to north.

EASEMENTS

Existing Easements

- Book of Mortgage Records 116, Page 378 is an existing easement for US Sprint Communications, Co. per. No changes to this easement are proposed.
- Doc. No. 666263 is an existing easement for Sprint Communications Company. No changes to this easement are proposed.
- Doc. No. 709944 is a right of way easement in favor of the City of Faribault.
- Doc. No. 711332 is a quit claim deed in favor of the City of Faribault.

Proposed Easements

The proposed plat does not show perimeter drainage and utility easements as required by City code. Perimeter drainage and utility easements as required by City code should be added to the final plat. Final sizes and locations shall be approved by the City Engineer.

STREET AND SITE LAYOUT

No public street improvements are planned as part of the subdivision as the proposed plat improvements have access from Th 60, 8th Avenue NW and 5th Street NW.

8th Avenue NW

The site is west of and adjacent to 8th Avenue NW a major collector roadway. 8th Avenue NW is a 44-foot wide, urban roadway and is within an 80-foot right-of-way with a sidewalk on both sides. A new driveway access to 8th Avenue in approximately the same location as the existing driveway is shown on the plans. Driveway and sidewalk improvements shall meet City of Faribault standards. It should be noted that per the signal justification report from December 2, 2016, completed as part of the TH 60 Reconstruction project, the report indicates that both the average and max queing lengths for vehicles southbound on 8th Avenue will likely exceed the distance between the intersection and the proposed driveway location. Impacts to the signal system operation should be monitored and if negative impacts to the intersection operations occur, the driveway onto 8th Avenue NW in the future may be limited to a exit only or right in/right out condition.

TH 60 (4th Street NW)

The site is north of and adjacent to TH 60 a minor arterial under the jurisdiction of the State of Minnesota Department of Transportation (MnDOT). TH 60 is a four lane urban roadway with a continuous two way left turn lane urban roadway and is within an 80-foot right-of-way with a sidewalk on both sides. A new driveway access to TH 60 in approximately the same location as the existing driveway is shown on the plans. Due to concerns with vehicles on TH 60 having to make a right turn from the through lanes on TH 60 it would be the City's preference that the driveway onto TH 60 be closed if possible; however, driveway and sidewalk improvements shall ultimately be subject to the review and approval of MnDOT.

5th Street NW

The site is south of and adjacent to 5th Street NW a local roadway. 8th Avenue NW is a 36-foot wide, urban roadway and is within an 80-foot right-of-way with a sidewalk the south side. Two new driveway accesses to 5th Street in approximately the same locations as the existing driveways are shown on the plans as well as perpendicular on street parking on the eastern end of 5th Street NW. Driveway and sidewalk improvements shall meet City of Faribault standards. The perpendicular parking shall be constructed and maintained at the property owners' cost and the Developer shall enter into a limited use permit agreement with the City. The concrete sidewalk adjacent to the proposed on-street perpendicular parking shall be a minimum 8-feet wide. If needed a sidewalk easement shall be granted in favor of the City to accommodate the proposed on-street parking and sidewalk.

PARKS AND TRAILS

No proposed park land or trails are proposed as part of the development and no new sidewalks are required. The Developer shall pay cash in lieu of parkland dedication as determined by the City Code.

DRAINAGE, GRADING AND EROSION CONTROL

STORM SEWER

The majority of the development is located within the Cannon River Reservoir (M-048) district as identified in the City's 2022 Surface Water Management Plan except for the very south end which drains to TH 60 and is in the Straight River (M-048-0260) drainage district. Stormwater runoff generated within the site currently drains towards the adjacent public streets and enters the public storm sewer systems and flow either to the Cannon or Straight Rivers.

Proposed storm sewer improvements must be designed to accommodate the runoff from a 10-year storm, 24-hour SCS Type II precipitation event as defined by the National Oceanic and Atmospheric Administration Atlas 14 precipitation frequency estimate for the Faribault Station. Drainage calculations for the proposed storm sewer system shall be submitted to the City Engineer for review and approval with the final construction plans. Storm sewer systems must be designed to limit the post construction rate of runoff from the 2, 10 & 100 yr. 24-hour storm events to less than or equal to existing conditions. Final storm sewer locations and construction are subject to City of Faribault standards and must be approved by the City Engineer with final construction plans.

The proposed site improvements include the addition of an estimated 1.6 acres of new and/or reconstructed impervious surface. A stormwater treatment system meeting the current requirements of the Minnesota Pollution Control Agency (MPCA) Construction Storm Water permit, the City's current Municipal Separate Storm Sewers permit and 2022 Surface Water Management Plan including the Developers Guide for Stormwater Management must be incorporated into the final plans. The Developer has submitted a Stormwater Management Plan and is proposing to construct a new stormwater treatment basin(s) onsite. The storm water basin is proposed to then discharge the City storm sewer system within Mercy Drive.

The proposed stormwater basin(s) will be a private basin and the Developer will be required to enter into a long-term stormwater operations and maintenance agreement with the City and record said agreement at the Rice County Recorder's office.

A City grading permit and a National Pollution Discharge Elimination System Construction Stormwater General Permit for construction activity is required by the Minnesota Pollution Control Agency (MPCA) for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA. A stormwater pollution prevention plan (SWPPP) must be submitted meeting the requirements of the City's municipal separate storm sewer system permit and associated ordinances and the erosion and sediment control requirement as set forth in the MPCA construction stormwater general permit. A full copy of the SWPPP must be submitted to the City Engineer with the final construction plans for review and approval.

A final post construction as-built grading plan must be submitted meeting the requirements of Article VII, Section 28-230 of the City of Faribault Code of Ordinances.

UTILITIES

The existing site is currently served by City water and sewer from services extended into the site from mains located in Th 60 and existing utilities have sufficient capacity to serve the proposed development. New sewer and water service connections and related street restorations shall be completed per City standards. Existing unused sewer and water services to the site shall be abandoned and capped at the main per City standards unless otherwise allowed by the City. Final utility locations shall be subject to the review and approval of the City Engineer.

All future buildings shall be charged the standard Sewer Access Charge (SAC) and Water Access Charge (WAC) in effect at the time of building permit issuance.

WETLANDS

There are no known wetlands shown on the preliminary plat.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility, and building construction shall be restricted to a single construction access.

RECOMMENDATION

Engineering recommends approval of the Preliminary Plat, Final Plat, Variance & Planned Unit Development, subject to the comments within this report and the following:

- Title work shall be subject to review by the City and City Attorney.
- Developer shall enter into a stormwater operations and maintenance agreement prior to issuance of any type of occupancy permits.

WRITTEN PUBLIC COMMENTS RECEIVED BEFORE AUGUST 1, 2022

Good Morning David,

Unfortunately I will be unable to attend the meeting August 1st.

I live on the corner of 5th St & 8th Ave NW.

I do not know of any other indoor storage facilities in Faribault. The indoor storage may be a welcome addition to our city. I do not object to the indoor storage facility.

I do not have numbers or statistics regarding adding yet another apartment building to Faribault.

An apartment building is not going to add jobs to our community. When I hear talk of needing more housing, I tend to wonder if we are just drawing in more section 8 residents to our community. I tend to wonder what percent of our population is gainfully employed and what percent is not employed and utilizing our government support. That being said, as I am across the street, I do have concerns about my safety.

If you were to survey the citizens of our community, I believe you would hear what I have been hearing..that is.... What? the last thing we need is another apartment building.

The property is zoned C-2 Highway Commercial. Do we really want to change it to residential? What is our community doing to draw businesses that could add jobs? I tend to wonder, what businesses we are not offering any incentives to locate here. Businesses that would offer gainful employment. More jobs, may = less need for section 8 housing.

I do not believe we should do any tax incentives for such a project as it is not adding jobs or in my opinion adding any value to our community. There should not be any special special allowances or conditional permits offered to this project.

I do not believe an apartment building should be on a state highway, let alone a 4 story one. If the building of an apartment building can not be stopped at this time, **please** do not allow a 4 story one.

How about town homes along 5th Street or Condos and leave the section near Highway 60 for a commercial property. So many options not entertained...

If we can't stop the planned apartment building, perhaps they should consider Condo type building where the living units/apartments are purchased. This would draw more business people to our community or retired individuals, who do not want to do lawn care etc and like to travel. Again, I still do not believe any residential building should be right along a State Highway, but if it must be this would be a better option and may draw business people to our city.

(Continued on the following page)

No matter how nice an apartment building that offers section 8 housing is, it could actually be a deterrent to drawing business people. The nice apartment building in the Evergreen Knoll area has already had drug raids and I hear police have been there several times also. I have had people say, a nice new building, they will vet the applicants before they rent to them...hmmm...again I do worry about my safety.

I am not sure of exactly what the variance for building set backs in relation to this project is, but I believe the proposed project needs to be set back as far as possible from the periphery of the property.
It is proposed along a state highway.

I believe the city has felt more like, anything is better than the unkempt old Farmer Seed building...but is everyone thinking into the future...giving up prime Commercial zoned property that could offer jobs. Versus 10 - 20 years down the road and what could be considered an old apartment building.

What is the future vision of our community? Does this project fit into our future vision? Do we want our community to grow and draw businesses and business people? What in actuality will this actually add to the future of our community? What are we actually drawing to our community? The decisions made now will affect the future of our city.

Thanks for listening.

Barb Ennis
[806 5th Street NW](#)
[Faribault, MN 55021](#)
bennis19@charter.net

Hi David,

Here are a couple of our concerns that you can put in the packet/public record:

This inquiry is regarding our business, Associated Graphic Arts, Inc. located at 820 5th Street NW, across from the Farmer Seed buildings.

How will this project (demo, construction and once completed) affect the accessibility of 5th Street for our deliveries? We have semi's carrying materials for production on and, sometimes daily basis. Because it is a dead-end street, it has already been a challenge for the drivers to turn around or back up to 8th Ave. They had been able to turn into the West entrance of Farmer Seed and back up (with their permission). UPS and SpeedDee are twice daily.

Can you tell us how much notice will be given prior to the start of demolition? Our production processes are dust sensitive.

Would it be possible to have ongoing communication so we can adjust our production schedule to your schedule?

Regards,

Lori Christensen

AGA, Inc.



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic
Development Director
MEETING DATE: August 10, 2022
SUBJECT: Resolution 2022-171 Approve the Preliminary Plat
and the Final Plat of MIDWEST FIRST
SUBDIVISION

Background:

The Applicant proposes to plat the property at 818 4th Street NW as MIDWEST FIRST SUBDIVISION. The plat includes a lot for the proposed indoor storage facility and a lot for the proposed apartment building. Refer to the City Planner and City Engineer's reviews for additional information.

The Planning Commission held a public hearing on August 1, 2022, and recommended approval of Resolution 2022-171 based on the written findings and conditions included in the resolution.

Recommendation:

Approve Resolution 2022-171.

Attachments:

1. Resolution 2022-171 Approve the Preliminary Plat and the Final Plat of MIDWEST FIRST SUBDIVISION

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-171

APPROVE THE PRELIMINARY PLAT AND THE FINAL PLAT OF MIDWEST FIRST SUBDIVISION

WHEREAS, KK&G, LLC (the “Applicant”) submitted applications for preliminary plat approval and final plat approval of FARIBAULT FIRST SUBDIVISION legally described in Exhibit A and depicted in Exhibit B and Exhibit C of this resolution; and

WHEREAS, City Staff reviewed the Applicant’s request for preliminary plat approval and final plat approval and made a report to the Faribault Planning Commission (see the City Engineer’s memorandum in Exhibit D of this resolution); and

WHEREAS, the Planning Commission held a public hearing on August 1, 2022, to consider the Applicant’s request; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve the Applicant’s requested preliminary plat based on the following findings as required by Section 15-130 of the City’s Unified Development Ordinance:

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

Expanded Finding: The proposed lots created by the preliminary plat of MIDWEST FIRST SUBDIVISION are consistent with the lot dimension requirements outlined in the City's Unified Development Ordinance.

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

Expanded Finding: The proposed preliminary plat of MIDWEST FIRST SUBDIVISION is consistent with the City's Journey to 2040 Comprehensive Plan, which guides the area in the plat for commercial/residential mixed-use.

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

Expanded Finding: The preliminary plat of MIDWEST FIRST SUBDIVISION is well-conceived. The size and layout of the proposed parcels allow for logical development.

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

Expanded Finding: The proposed curb cuts are roughly in the same location as the existing ones.

5. All submission requirements have been satisfied.

Expanded Finding: The preliminary plat of MIDWEST FIRST SUBDIVISION adequately addresses the submission requirements as outlined in the City's Unified Development Ordinance; and

WHEREAS, the Planning Commission, following the August 1, 2022, public hearing, recommended that the Faribault City Council approve the requested final plat of MIDWEST FIRST SUBDIVISION based on the following findings as required by Section 15-210 of the City's Unified Development Ordinance:

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

Expanded Finding: The Applicant prepared the final plat concurrently with the preliminary plat. The final plat conforms to the preliminary plat.

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

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

3. All submission requirements have been satisfied.

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

WHEREAS, at a public meeting on August 10, 2022, the City Council considered the Applicant's requests for preliminary plat and final plat approval and concurred with the recommendations and findings of the Planning Commission as stated in the above recitals and made identical findings.

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

Section 1. Approval of the preliminary plat and the final plat. The City Council hereby approves the preliminary plat and the final plat of MIDWEST FIRST SUBDIVISION legally described in Exhibit A and depicted in Exhibit B of this resolution based on the written findings in this resolution and subject to the following conditions:

1. The City Council's approvals of the preliminary plat and final plat of MIDWEST FIRST SUBDIVISION are contingent on the City Attorney's plat opinion, review of title work, and any further requirements thereof.
2. The Applicant and the City must enter into a Developer's Platting Agreement to the satisfaction of the City Attorney and City Engineer before recording the MIDWEST FIRST SUBDIVISION plat with Rice County.
3. The Applicant must provide cash instead of parkland dedication per the provisions of the City's Unified Development Ordinance. Cash instead of parkland dedication shall only be required for the proposed residential development. No building permit shall

be issued for the proposed residential development until the cash instead of parkland dedication has been provided to the City.

4. The Applicant must address all plat-related comments described in the memo from Mark DuChene, City Engineer, dated July 29, 2022, in Exhibit D of this resolution.
5. The Applicant must record the final plat with the Rice County Recorder's Office within twelve (12) months following City Council approval, or the City Council will automatically, without further action, deem the plat null and void unless the City Council extends the deadline to record the final plat.
6. The Applicant must provide the City Engineer with a signed mylar copy of the final plat as soon as possible after all signatures have been obtained and after the final plat has been successfully recorded at Rice County.
7. The Applicant must provide the City Engineer with the final plat in a digital format suitable to the City Engineer as soon as possible after the Applicant has successfully recorded the final plat at Rice County.

Section 2. Findings and incorporation of recitals and exhibits. The recitals and exhibits incorporated in this resolution constitute the City Council's written findings protecting the public's health, safety, and welfare.

Section 3. Authorization to take additional steps. The City Council hereby authorizes the Mayor, City Administrator, City Staff, and the City's Consultants to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

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

Section 5. Effective date. This resolution shall become effective immediately upon its passage and without publication.

Date Adopted: August 10, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A: Legal Description

Lot 1, Lot 2, Lot 3, Lot 4, Lot 7, Lot 8, Lot 9 and Lot 10 and those parts of Lot 5 and Lot 6, Block 9, in McClelland's Addition to Faribault, Rice County, Minnesota, described as follows: Beginning at the Southwest corner of the East 40 feet of said Lot 7; thence South 89 degrees, 17 minutes, 01 second West, along the Southerly line of said Block 9 (for purposes of this description bearings are assumed and based on said South line being South 89 degrees, 17 minutes, 01 second West), 34.63 feet; thence North 04 degrees, 30 minutes, 21 seconds West, 330.30 feet to a point in the north line of said Block 9; thence North 89 degrees, 15 minutes, 22 seconds East, along said North line, 59.67 feet to the Northwest corner of the East 40.00 feet of said Lot 4; thence South 00 degrees, 09 minutes 30 seconds East, along the West line of the East 40.00 feet of said Lots 4 and 7, a distance of 329.63 feet to said point of beginning.

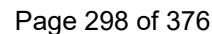
TOGETHER WITH

Part of Lots 4, 5, 6 & 7, Block 9, in McClelland's Addition to Faribault, Rice County, Minnesota, described as follows:

Beginning at the southwest corner of the East 40.00 feet of said Lot 7; thence South 89 degrees 17 minutes 01 seconds West, along the southerly line of said Block 9 (for purposes of this description bearings are assumed and based on said South line being South 89 degrees 17 minutes 01 second West), 34.63 feet; thence North 04 degrees 30 minutes 21 seconds West, 330.30 feet to a point in the North line of said Block 9; thence North 89 degrees 15 minutes 22 seconds East, along said North line, 59.67 feet to the Northwest corner of the East 40.00 feet of said Lot 4; thence South 00 degrees 09 minutes 30 seconds East, along the West line of the East 40.00 feet of said Lots 4 and 7, a distance of 329.63 feet to said point of beginning.

[illegible]

MIDWEST FIRST SUBDIVISION



**Exhibit D: Memo to David Wanberg, City Planner, from Mark DuChene,
City Engineer, dated July 29, 2022**



Engineering Department Memorandum

TO: Dave Wanberg, City Planner

CC: Deanna Kuennen, Comm. and Econ. Development Director
Travis Block, Public Works Director
Jeanne Day, Finance Director

FROM: Mark DuChene, City Engineer

DATE: July 29, 2022

SUBJECT: Midwest First Subdivision Preliminary Plat, Final Plat, & Planned Unit Development

BACKGROUND

Nicole El-Sawaf on behalf of KK&G Properties, LLC, the developer, has submitted a preliminary plat, final plat, variance and planned unit development applications. The site is located in the NW ¼ of Section 31 Township 110, Range 20W whose parent parcels are Lot 1-10, Block 9 McClellands Addition. The site is adjacent to Trunk Highway 60 (4th Street NW) to the south, railroad and commercial property to the west, and 5th Street NW to the north and 8th Avenue NW to the east.

The proposed subdivision is located on land that is currently zoned C-2 Highway Commercial. No change in the underlying zoning is proposed; however, a planned unit development overlay district is proposed to be established. The proposed improvements include the demolition of most of the existing structures on site. The one structure to remain is proposed to be repurposed for indoor storage and a new indoor storage building and a separate multi-story, apartment building are proposed to be constructed as well as a stormwater treatment basin.

There are no proposed public improvements.

The proposed development will be completed by:

Owner/Developer:	KK&G Properties, LLC
Surveyor/Engineer:	Widseth

Variance & Planned Unit Development (PUD)

The proposed plat includes establishing a new planned unit development overlay district to allow for shared parking, access drives and stormwater management to serve the proposed

multiple parcels. The Developer is also seeking a variance to the periphery building setback requirements adjacent to the public streets.

Given the proposed request to establish a PUD and reduce the building setbacks adjacent to the City streets, increased landscaping, building materials and site amenities (playground, patio space, etc.) above and beyond the required minimums should be considered as a condition of the PUD.

PLAT

Developer has submitted a preliminary and final plat for MIDWEST FIRST SUBDIVISION. The preliminary and final plat contains two (2) lots, Lot 1, Block 1 will contain the indoor storage facilities and Lot 2, Block 1 will contain the apartment building.

The areas within the plat include:

Lot 1, Block 1	0.99 acres	(43,124 sf)
Lot 2, Block 1	1.17 acres	(50,804 sf)
Total	2.16 acres	(93,928 sf)

Current title work has not been submitted with the final plat application and will be subject to the review of the City and City Attorney's office.

At the time of final plat, the Developer agrees to provide sufficient permanent property monumentation per the development agreement and shall submit to the City written verification by a registered land surveyor licensed in the State of Minnesota.

SITE CONDITIONS

The existing site contains approximately 2.16 acres of land that that is fully developed with existing buildings that formerly served as a landscape/gardening business. The site has a relatively flat topography and drainage is generally from the south to north.

EASEMENTS

Existing Easements

- Book of Mortgage Records 116, Page 378 is an existing easement for US Sprint Communications, Co. per. No changes to this easement are proposed.
- Doc. No. 666263 is an existing easement for Sprint Communications Company. No changes to this easement are proposed.
- Doc. No. 709944 is a right of way easement in favor of the City of Faribault.
- Doc. No. 711332 is a quit claim deed in favor of the City of Faribault.

Proposed Easements

The proposed plat does not show perimeter drainage and utility easements as required by City code. Perimeter drainage and utility easements as required by City code should be added to the final plat. Final sizes and locations shall be approved by the City Engineer.

STREET AND SITE LAYOUT

No public street improvements are planned as part of the subdivision as the proposed plat improvements have access from Th 60, 8th Avenue NW and 5th Street NW.

8th Avenue NW

The site is west of and adjacent to 8th Avenue NW a major collector roadway. 8th Avenue NW is a 44-foot wide, urban roadway and is within an 80-foot right-of-way with a sidewalk on both sides. A new driveway access to 8th Avenue in approximately the same location as the existing driveway is shown on the plans. Driveway and sidewalk improvements shall meet City of Faribault standards. It should be noted that per the signal justification report from December 2, 2016, completed as part of the TH 60 Reconstruction project, the report indicates that both the average and max queuing lengths for vehicles southbound on 8th Avenue will likely exceed the distance between the intersection and the proposed driveway location. Impacts to the signal system operation should be monitored and if negative impacts to the intersection operations occur, the driveway onto 8th Avenue NW in the future may be limited to a exit only or right in/right out condition.

TH 60 (4th Street NW)

The site is north of and adjacent to TH 60 a minor arterial under the jurisdiction of the State of Minnesota Department of Transportation (MnDOT). TH 60 is a four lane urban roadway with a continuous two way left turn lane urban roadway and is within an 80-foot right-of-way with a sidewalk on both sides. A new driveway access to TH 60 in approximately the same location as the existing driveway is shown on the plans. Due to concerns with vehicles on TH 60 having to make a right turn from the through lanes on TH 60 it would be the City's preference that the driveway onto TH 60 be closed if possible; however, driveway and sidewalk improvements shall ultimately be subject to the review and approval of MnDOT.

5th Street NW

The site is south of and adjacent to 5th Street NW a local roadway. 8th Avenue NW is a 36-foot wide, urban roadway and is within an 80-foot right-of-way with a sidewalk the south side. Two new driveway accesses to 5th Street in approximately the same locations as the existing driveways are shown on the plans as well as perpendicular on street parking on the eastern end of 5th Street NW. Driveway and sidewalk improvements shall meet City of Faribault standards. The perpendicular parking shall be constructed and maintained at the property owners' cost and the Developer shall enter into a limited use permit agreement with the City. The concrete sidewalk adjacent to the proposed on-street perpendicular parking shall be a minimum 8-feet wide. If needed a sidewalk easement shall be granted in favor of the City to accommodate the proposed on-street parking and sidewalk.

PARKS AND TRAILS

No proposed park land or trails are proposed as part of the development and no new sidewalks are required. The Developer shall pay cash in lieu of parkland dedication as determined by the City Code.

DRAINAGE, GRADING AND EROSION CONTROL

STORM SEWER

The majority of the development is located within the Cannon River Reservoir (M-048) district as identified in the City's 2022 Surface Water Management Plan except for the very south end which drains to TH 60 and is in the Straight River (M-048-0260) drainage district. Stormwater runoff generated within the site currently drains towards the adjacent public streets and enters the public storm sewer systems and flow either to the Cannon or Straight Rivers.

Proposed storm sewer improvements must be designed to accommodate the runoff from a 10-year storm, 24-hour SCS Type II precipitation event as defined by the National Oceanic and Atmospheric Administration Atlas 14 precipitation frequency estimate for the Faribault Station. Drainage calculations for the proposed storm sewer system shall be submitted to the City Engineer for review and approval with the final construction plans. Storm sewer systems must be designed to limit the post construction rate of runoff from the 2, 10 & 100 yr. 24-hour storm events to less than or equal to existing conditions. Final storm sewer locations and construction are subject to City of Faribault standards and must be approved by the City Engineer with final construction plans.

The proposed site improvements include the addition of an estimated 1.6 acres of new and/or reconstructed impervious surface. A stormwater treatment system meeting the current requirements of the Minnesota Pollution Control Agency (MPCA) Construction Storm Water permit, the City's current Municipal Separate Storm Sewers permit and 2022 Surface Water Management Plan including the Developers Guide for Stormwater Management must be incorporated into the final plans. The Developer has submitted a Stormwater Management Plan and is proposing to construct a new stormwater treatment basin(s) onsite. The storm water basin is proposed to then discharge the City storm sewer system within Mercy Drive.

The proposed stormwater basin(s) will be a private basin and the Developer will be required to enter into a long-term stormwater operations and maintenance agreement with the City and record said agreement at the Rice County Recorder's office.

A City grading permit and a National Pollution Discharge Elimination System Construction Stormwater General Permit for construction activity is required by the Minnesota Pollution Control Agency (MPCA) for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA. A stormwater pollution prevention plan (SWPPP) must be submitted meeting the requirements of the City's municipal separate storm sewer system permit and associated ordinances and the erosion and sediment control requirement as set forth in the MPCA construction stormwater general permit. A full copy of the SWPPP must be submitted to the City Engineer with the final construction plans for review and approval.

A final post construction as-built grading plan must be submitted meeting the requirements of Article VII, Section 28-230 of the City of Faribault Code of Ordinances.

UTILITIES

The existing site is currently served by City water and sewer from services extended into the site from mains located in Th 60 and existing utilities have sufficient capacity to serve the proposed development. New sewer and water service connections and related street restorations shall be completed per City standards. Existing unused sewer and water services to the site shall be abandoned and capped at the main per City standards unless otherwise allowed by the City. Final utility locations shall be subject to the review and approval of the City Engineer.

All future buildings shall be charged the standard Sewer Access Charge (SAC) and Water Access Charge (WAC) in effect at the time of building permit issuance.

WETLANDS

There are no known wetlands shown on the preliminary plat.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility, and building construction shall be restricted to a single construction access.

RECOMMENDATION

Engineering recommends approval of the Preliminary Plat, Final Plat, Variance & Planned Unit Development, subject to the comments within this report and the following:

- Title work shall be subject to review by the City and City Attorney.
- Developer shall enter into a stormwater operations and maintenance agreement prior to issuance of any type of occupancy permits.



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: August 10, 2022
SUBJECT: Resolution 2022-172 Approve a Conditional Use Permit for a Proposed Multi-Family Residential Development on Lot 2, Block 1, MIDWEST FIRST SUBDIVISION

Background:

The Applicant proposes to develop a four-story, 54-unit, market-rate apartment building on Lot 2, Block 1, of the proposed plat. The Applicant requests a conditional use permit to allow the following in the C-2, Highway Commercial District:

1. The proposed apartment building to function as a standalone residential use (without a commercial use on the ground floor); and
2. The proposed multi-family residential building to exceed three stories or 42 feet in height.

The Planning Commission held a public hearing on August 1, 2022, to consider the Applicant's request. The Commission recommended that the City Council approve Resolution 2022-172 based on the written findings and conditions in the resolution.

Recommendation:

Approve Resolution 2022-172.

Attachments:

1. Resolution 2022-172 Approve CUP for a Proposed Multi Family Residential Development on Lot 2, Block 1. MIDWEST FIRST SUBDIVISION

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-172

APPROVE A CONDITIONAL USE PERMIT FOR A PROPOSED MULTI-FAMILY RESIDENTIAL DEVELOPMENT ON LOT 2, BLOCK 1, MIDWEST FIRST SUBDIVISION

WHEREAS, KK&G Properties, LLC (the "Applicant") submitted applications to the City of Faribault requesting approval of conditional use permits related to the development of a proposed apartment building, as depicted in Exhibit A, on property (the "Property") legally described as follows:

Lot 2, Block 1, MIDWEST FIRST SUBDIVISION; and

WHEREAS, per Ordinance 2022-27, the Property is in the C-2, Highway Commercial and PUD Overlay Zoning District #2022-27; and

WHEREAS, the Applicant requests a conditional use permit (CUP) to allow the following in the C-2, Highway Commercial District:

1. The proposed apartment building to function as a standalone residential use; and
2. The proposed apartment building to exceed three stories or 42 feet in height.

WHEREAS, City Staff reviewed the Applicant's request and made a report to the Planning Commission, a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission, on August 1, 2022, following proper notice, held a public hearing regarding the Applicant's request, and following said public hearing recommended that the City Council approve the Applicant's request based on the following findings as required by Chapter 2, Article 7, Section 2-300 of the City's Unified Development Ordinance:

1. **Finding: The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare.**

Expanded Finding: The proposed apartment building is consistent with the City's Journey to 2040 Comprehensive Plan, which guides the Property for commercial/residential mixed-use. The proposed development will facilitate the removal and clean-up of unsafe structures and materials on the Property. The proposed apartment building takes adequate measures to protect public safety, comfort, convenience, and general welfare.

2. **Finding: 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.**

Expanded Finding: The surrounding area is developed, so the proposed apartment building will not impede orderly development in the area. The proposed apartment will remove unsafe and unsightly conditions on the Property, improving the surrounding area.

3. **Finding: 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.**

Expanded Finding: The proposed apartment building would be the tallest structure in the area, given the pending removal of the former Farmer Seed and Nursery tower. The apartment building's height would likely have the greatest impact on the seven single-family residential properties within roughly 200 feet of the building. However, the City's UDO outright allows a three-story,

42-foot high building on the Property, and there is little difference between a three-story and four-story building. Each would affect the area's character, for better or worse, depending on the building's details. The proposed apartment building materials and gable roof relate to the surrounding residential uses.

4. **Finding: The conditional use will not impose hazards or disturbing influences on neighboring properties.**

Expanded Finding: The proposed apartment building will mitigate the hazards and disturbing influences present in the previous development on the site.

5. **Finding: The conditional use will not substantially diminish the value of neighboring properties.**

Expanded Finding: The proposed apartment will help clean up an existing deteriorating area, which is not expected to substantially diminish the value of neighboring properties.

6. **Finding: 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.**

Expanded Finding: The proposed apartment building will be adequately served by all essential public facilities and services, including utilities, roads, police, and fire protection.

7. **Finding: Development and operation of the conditional use will not create additional requirements at public cost for facilities and services and will not be detrimental to the economic welfare of the community.**

Expanded Finding: The Property is already served by public facilities and services. The proposed apartment building should not create additional public costs.

8. **Finding: Adequate measures have been or will be taken to minimize traffic congestion in the public streets and to provide for adequate on-site circulation or traffic.**

Expanded Finding: The proposed apartment building will be served by a public street that will accommodate the traffic.

9. **Finding: The conditional use will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of importance to the community.**

Expanded Finding: The proposed apartment building is on the portion of the Property that has no historic or feature of importance to the community. The proposed apartment building will not damage natural, scenic, or historical features of importance to the community.

10. **Finding: The conditional use is consistent with the applicable policies and recommendations of the City's Land Use Plan or other adopted land use studies.**

Expanded Finding: The City's Land Use Plan guides the subject property for commercial/residential mixed-use, including the residential use contemplated by this conditional use permit.

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

Expanded Finding: The proposed apartment building conforms to all other applicable provisions of the C-2, Highway Commercial district, and as approved by other City Council actions; and

WHEREAS, per Section 11-60 of the City's Unified Development Ordinance, the City Council further finds that granting a conditional use permit to allow structures on the subject parcel to exceed three stories or 42 feet in height will not adversely affect the following:

1. **Access to light and air of surrounding properties.** The proposed apartment building is not immediately adjacent to other buildings. It is separated by street right-of-way. Consequently,

the proposed apartment building will not adversely affect access to light and air related to surrounding properties.

2. **Shadowing of any adjacent residential areas.** The proposed apartment building is not immediately adjacent to other buildings. Consequently, the shadowing of adjacent residential areas will be limited, depending on the sun's direction in relation to the buildings.
3. **The scale and character of surrounding use.** The proposed apartment building will be taller than other buildings in the area, but it will be shorter than the former Farmer Seed and Nursery tower approved to be removed. A three-story building is outright permitted in the C-2, Highway Commercial District. The proposed four-story building would not be significantly different in scale and character than the proposed four-story building.
4. **Preservation of views of landmark buildings, significant open spaces or water bodies.** The City's Heritage Preservation Commission has already approved the demolition of several former Farmer Seed and Nursery buildings on the Property. The proposed apartment building will not obstruct views of landmark buildings, open spaces, or water bodies.

WHEREAS, at a public meeting on August 10, 2022, the City Council considered the Applicant's request and concurred with the recommendation and findings of the Planning Commission as stated in the above recitals and hereby makes the identical findings.

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

Section 1. Approval of Conditional Use Permit. The City Council hereby approves the Applicant's request for issuance of a conditional use permit to allow the following in the C-2, Highway Commercial District, as generally illustrated in Exhibit A:

1. The proposed apartment building to function as a standalone residential use in the C-2, Highway Commercial District; and

2. The proposed apartment building to exceed three stories or 42 feet in height.

Section 2. Conditions Attached to the Approval of the Conditional Use Permit. Approval of this conditional use permit is conditioned on the following:

1. The proposed apartment building must not exceed four stories in height without an amendment to this CUP.
2. The Development Review Committee must provide final "site plan" approval related to the proposed apartment building development.

Section 3. Additional Conditions Attached to the Approval of this Conditional Use Permit. Approval of this conditional use permit is also conditioned on the following:

1. Approval and recording of the MIDWEST FIRST SUBDIVISION plat and associated purchase and development agreement.
2. No expansion of the use allowed by this permit shall occur except upon the receipt of a new or amended conditional use permit from the City.
3. A failure by the City to take action with respect to any violation of any condition, covenant or term of this permit shall not be deemed a waiver of such condition, covenant, or term, or any subsequent violation of the same, or any other condition, covenant, or term.
4. The City may inspect the property at all reasonable times for purposes of ensuring compliance with the conditions of the conditional use permit.
5. This conditional use permit is subject to the requirements of the Faribault Code of Ordinances. The Applicant is required to comply with all applicable federal, state, and local laws, rules, and ordinances, and to obtain such other permissions and permits as may be required.
6. The violation of any terms or conditions of the conditional

use permit including, but not limited to, any applicable federal, state, or local laws, rules, regulations, and ordinances, may result in the City's revocation of this conditional use permit. The City shall give the Applicant written notice of any violation and reasonable time, as determined by the City, to cure the violation before the City's revocation of this conditional use permit may occur.

7. This conditional use permit and the conditions imposed on it are binding on the parties, their successors, and assigns, shall run with the property, and shall not in any way be affected by the subsequent sale, lease, or other change from current ownership. The obligations of the Applicant under this permit shall also be the obligations of any subsequent Owners or assigns of the property.
8. Use of the subject property for the uses allowed by this conditional use permit shall be deemed acceptance of, and agreement to, the terms of and conditions of the conditional use permit without qualification, limitation, or reservation.
9. If substantial development of construction related to this conditional use permit has not occurred within one (1) year of the date of the approval of this conditional use permit, then the City shall consider this conditional use permit void unless a petition for a time extension has been granted by the City Council. Such extension request shall be submitted in writing at least thirty (30) days before the expiration of the conditional use permit. It shall state facts showing a good faith effort to complete the work permitted under the original approval.
10. If the use permitted by this conditional use permit is discontinued for one (1) year or longer, or if the use has been changed to a permitted use or any other conditional use, then this conditional use permit shall be deemed abandoned, and the use shall be brought into conformance with the Faribault Code of Ordinances.

Section 4. Authorized Actions of the City. The City Council authorizes and directs the Mayor, City Administrator, City Staff, and the City's Consultants to take any additional steps and actions necessary or

convenient to accomplish the intent of this resolution.

Section 5. Effective Date. This resolution shall become effective immediately upon its passage and execution without publication.

Date Adopted: August 10, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A:
Proposed Apartment Building on Lot2, Block 1,
MIDWEST FIRST SUBDIVISION







Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic
Development Director
MEETING DATE: August 10, 2022
SUBJECT: Resolution 2022-173 Approve Setback Variances
for a Proposed Multi-Family Residential
Development on Lot 2, Block 1, MIDWEST FIRST
SUBDIVISION

Background:

The Applicant requests variances to allow the proposed apartment building and adjacent parking to be roughly seven (7) feet from the front/corner side lot lines on 5th Street NW and 8th Avenue NW. The Planning Commission held a public hearing on August 1, 2022, and recommended approval of Resolution 2022-173 based on the written findings and conditions in the resolution.

Recommendation:

Approve Resolution 2022-173.

Attachments:

1. Resolution 2022-173 Approve Setback Variances on Lot 2 Block 1
MIDWEST FIRST SUBDIVISION

CITY OF FARIBAULT

RESOLUTION #2022-173

APPROVE SETBACK VARIANCES FOR A PROPOSED MULTI-FAMILY RESIDENTIAL DEVELOPMENT ON LOT 2, BLOCK 1, MIDWEST FIRST SUBDIVISION

WHEREAS, KK&G Properties, LLC (the "Applicant") has requested variances from the Unified Development Ordinances to permit a proposed apartment building and related parking to be located within roughly seven (7) feet of the corner side lot lines on a parcel (the "Property") legally described as follows:

Lot 2, Block 1, MIDWEST FIRST SUBDIVISION; and

WHEREAS, the subject property is in C-2, Highway Commercial District, which requires a 25-foot setback from corner side lot lines; and

WHEREAS, City Staff reviewed the Applicant's variance application and presented a report and recommendation on the variance request to the Planning Commission; and

WHEREAS, the Planning Commission, on August 1, 2022, following proper notice, held a public hearing regarding the Applicant's variance application; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve the requested variance based on the following findings as required by Section 2-460 of the City of Faribault, Unified Development Ordinance:

- 1. The variance is in harmony with the general purposes and intent of the City's ordinances.** The variance allows for

reasonable redevelopment of a dilapidated property that cannot reasonably be redeveloped without relief for the strict application of the City's ordinances related to setbacks.

- 2. The variance is consistent with the Comprehensive Plan.** The Journey to 2040 Comprehensive Plan guides the Property for commercial/residential mixed-use. The variance allows the reasonable redevelopment of a dilapidated property, and it allows for additional housing stock, which the Comprehensive Plan identifies as a strong need.
- 3. The applicant proposes to use the property in a reasonable manner not permitted by the City's ordinances.** The proposed building setback is not out of character for the area along and adjacent to the 4th Street NW corridor. It is not practical to redevelop the Property and meet the required 25-foot setback. The proposed development provides a reasonable setback.
- 4. Unique circumstances apply to the property which do not apply generally to other properties in the same zone or vicinity and result from lot size or shape, topography or other circumstances over which the owner of the property has not had control.** The Property has two existing buildings that the Applicant has proposed to save and reuse. It is unreasonable to meet the required setback for the proposed apartment building and preserve the existing buildings.
- 5. The variance does not alter the essential character of the neighborhood.** Much of the existing development along and adjacent to the 4th Street NW corridor does not meet the required setbacks of the C-2 District. Consequently, the proposed apartment building setback would not be out of character with the surrounding area.
- 6. The variance requested is the minimum variance which would alleviate the practical difficulties.** The proposed setback provides a reasonable compromise that allows for the development of the proposed building and provides adequate buffer between the proposed apartment building and corner side lot lines.
- 7. Economic conditions alone do not constitute practical difficulties.** The variance request is not based on economic

conditions alone. The proposed apartment building strengthens the proposed redevelopment of the Property in a reasonable manner that benefits the community by providing additional housing stock.

WHEREAS, the City Council, on August 10, 2022, at a public meeting considered the Applicant's variance request, reviewed City Staff's report to the Planning Commission, and considered the results of the public hearing; and

WHEREAS, the City Council concurred with Planning Commission's recommendation and findings as stated in the above recitals and makes the identical findings.

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

Section 1: Incorporation of Recitals and Exhibits. The recitals and exhibits in this resolution are incorporated into this resolution.

Section 2: Approval of the Variance. The Faribault City Council approves the requested variance to allow the proposed apartment building and related parking to be placed within roughly seven (7) feet of the corner side lot line, as shown in Exhibit A.

Section 3: Conditions of Approval. The variance's approval is subject to conditions listed herein as authorized under Section 2-470 of City's Unified Development Ordinance, all of which are necessary to comply with the standards established by the City's ordinances, or to reduce or minimize the effect of such variance upon other properties in the area and to better carry out the intent of the variance. The conditions of the variance approval are as follows:

1. The Applicant must receive site plan approval from the City's Development Review Committee (DRC) for the proposed apartment building. The DRC may attach any reasonable conditions, including landscaping, to help ensure the proposed building setback is in character with the surrounding area.
2. If the MIDWEST FIRST SUBDIVISION plat is not recorded with Rice County within one year of its approval, this variance shall automatically be deemed null and void.

Section 4: Effective Date. This resolution shall become effective

immediately upon its passage and the successful recording of the MIDWEST FIRST SUBDIVISION PLAT.

Date Adopted: August 10, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A: Location of the Proposed Apartment Building and Related Parking





Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic
Development Director
MEETING DATE: August 10, 2022
SUBJECT: Ordinance 2022-27 Rezone Property in the
MIDWEST FIRST SUBDIVISION Plat to Include a
PUD Overlay Zoning District - First Reading

Background:

The Applicant requests rezoning the property in the MIDWEST FIRST SUBDIVISION to include a Planned Unit Development (PUD) Overlay Zoning District. The PUD facilitates shared parking, circulation, stormwater management, and open space between the proposed indoor storage facility and the proposed apartment building. The Planning Commission held a public hearing on August 1, 2022, and recommended approval of Ordinance 2022-27 based on the written findings and conditions in the ordinance.

Recommendation:

Approve Ordinance 2022-27.

Attachments:

1. Ordinance 2022-27 Rezone Property in the MIDWEST FIRST SUBDIVISION to include a PUD Overlay

(Above Space Reserved for Recording)

*State of Minnesota
County of Rice*

**CITY OF FARIBAULT
ORDINANCE No. 2022-27**

**REZONE PROPERTY IN THE MIDWEST FIRST SUBDIVISION PLAT TO INCLUDE
A PUD OVERLAY**

WHEREAS, KK&G Properties, LLC (the "Applicant") requested approval to rezone the property in the MIDWEST FIRST SUBDIVISION plat (the "Property" – legally described in Exhibit A) to include Planned Unit Development (PUD) Overlay Zoning District #2022-27; and

WHEREAS, the proposed PUD is intended to facilitate the construction of an indoor storage facility and an apartment building on separate lots in the plat but with coordinated parking, circulation, stormwater management, and other site features that contribute to an integrated development and benefit the community; and

WHEREAS, City Staff reviewed the application and made a report to the Planning Commission; and

WHEREAS, the Planning Commission, on August 1, 2022, following proper notice, held a public hearing regarding the Applicant's requests; and

WHEREAS, based on a review of the City Staff report and the results of the public hearing, the Planning Commission recommended approval of the

Applicant's request to rezone the Property to PUD Overlay Zoning District #2022-27, per the following findings as required by Section 2-180 of the City's Unified Development Ordinance:

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

Finding: The City's Journey to 2040 Comprehensive Plan guides the Property for commercial/residential mixed-use. The proposed PUD Overlay Zoning District #2022-27 allows for a mix of commercial and residential uses consistent with the City's Land Use Plan.

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

Finding: The proposed PUD Overlay Zoning District #2022-27 benefits the public by providing a planned and appropriate area for high-density residential that strengthens Faribault's housing stock. It also provides an indoor storage facility to help meet the storage needs of Faribault's residences and businesses.

3. Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: The proposed PUD allows for conditional and allowed uses in the C-2, Highway Commercial District to work as an integrated planned development.

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

Finding: The PUD allows the uses in the district to work as a planned development. It does not limit reasonable uses.

5. Criteria: Whether there has been a change in the character or trend of development in the general area of the property in

question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: There is a strong need for additional housing in Faribault. The Applicant's PUD request responds to the City's need for additional multi-family residential development. The proposed indoor storage facility will help serve the storage needs of residents and businesses.

WHEREAS, based on a review of the City Staff report and the results of the public hearing, the Planning Commission also found that the establishment of PUD Overlay Zoning District #2022-27 is appropriate with the following findings outlined in Section 14-20 of the City's Unified Development Ordinance:

1. Objective: Accommodation of the growing demand for housing of all types.

Finding: PUD Overlay Zoning District #2022-27 provides for the construction of market-rate housing that will address the strong need for additional housing in Faribault.

2. Objective: Innovation in land development techniques that may be more suitable for a given parcel than traditional approaches.

Finding: PUD Overlay Zoning District #2022-27 provides an integrated development that allows coordinated parking, circulation, signage, and amenities, which benefits the residents of the development and the community.

3. Objective: Coordination of architectural styles and building forms in an effort to ensure compatibility with surrounding land uses.

Finding: PUD Overlay Zoning District #2022-27 coordinates the layout of the Property to help ensure compatibility within and adjacent to the Property.

WHEREAS, based upon the City Planner's report to the Planning Commission, the public hearing, and the discussion of the Planning Commission, the

Planning Commission also recommended approval of the Development Plan for PUD Overlay Zoning District #2022-27 based on the following findings as required by Section 14-140 of the City's Unified Development Ordinance:

Finding 1: Adequate property control is established and provided to protect the individual owner's rights and property values and to define legal responsibilities for maintenance and upkeep.

Expanded Finding 1: The Applicant intends to have cross-easements and other agreements to ensure that the individual lots and properties in the PUD are properly maintained and coordinated.

Finding 2: The interior circulation plan and access from and onto public right-of-way does not create congestion or dangers and is adequate for the safety of the project residents and general public.

Expanded Finding 2: The proposed PUD uses roughly the same curb cuts but also allows for efficient use of interior circulation and parking between the indoor storage facility and the apartment building.

Finding 3: A sufficient amount of useable open space is provided.

Expanded Finding 3: The existing site provided little open space. The proposed PUD provides small pockets of open space in strategic locations that benefit the residents of the Property and the community.

Finding 4: The arrangement of buildings, structures, and accessory uses does not unreasonably disturb the privacy of surrounding property owners or reduce the value of adjacent properties.

Expanded Finding 4: The proposed development replaces a dilapidated development and minimizes impacts on the surrounding properties through landscaping, where feasible.

Finding 5: The architectural design of the project is compatible with the surrounding area.

Expanded Finding 5: The proposed apartment building includes materials and a gable roof related to the surrounding residential uses. The indoor storage facility is compatible with the surrounding commercial uses.

Finding 6: The project will not place a burden on existing municipal infrastructure, including utility and drainage systems.

Expanded Finding 6: The Development Plan does not significantly affect public infrastructure. Stormwater is accommodated in a manner consistent with City and other applicable regulations.

Finding 7: The development schedule ensures a logical development of the site, protecting the interests of project residents and the general public.

Expanded Finding 7: The Applicant proposes to develop the Property in one phase.

Finding 8: The planned unit development is in reasonable compliance with the intent and purpose of the Land Use Plan.

Expanded Finding 8: The City's Land Use Plan guides the subject property for commercial/residential mixed-use, which may include the Applicant's proposed high-density residential and commercial uses; and

WHEREAS, the City Council conducted the first reading of this ordinance on August 10, 2022, and the second reading of this ordinance on _____; and

WHEREAS, based on City Staff's report, the results of the public hearing, and the written findings and recommendation of the Planning Commission, the City Council concurred with the findings of the Planning Commission as stated in the above recitals and made identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1. Findings. The recitals and exhibits in this ordinance are incorporated into this ordinance, and, where applicable, constitute the City Council's findings.

Section 2. Rezoning the Property to R-4, High-Density Residential and PUD Overlay Zoning District #2022-27. The Property is rezoned to include PUD Overlay Zoning District #2022-27, which provides as follows:

PUD Overlay Zoning District #2022-27

A. Intent. The intent of the PUD Overlay District #2022-27 is as follows:

1. Facilitate the development of multi-family housing that meets the community's needs for housing.
2. Integrate housing and an indoor storage facility in the development to strengthen their interrelationship and benefit the community.
3. Coordinate parking, circulation, stormwater management, and other related features in the district.
4. Provide for the efficient provision of public utilities and services.
5. Facilitate the redevelopment of a dilapidated property.

B. Underlying District. The C-2, Highway Commercial Zoning District underlies the PUD Overlay Zoning District #2022-27.

C. Permitted Uses. The following shall be permitted uses in the PUD Overlay Zoning District #2022-27:

1. All uses permitted in the underlying C-2, Highway Commercial Zoning District;
2. Other uses not specifically listed in this ordinance, but for which the City's Development Review Committee has determined that the uses are consistent with the intent of the permitted uses in the PUD Overlay Zoning District #2022-27.

D. Conditional Uses. The following shall be conditional uses in the PUD Overlay Zoning District #2022-27:

1. All conditional uses in the C-2, Highway Commercial Zoning District; and
2. Other uses not specifically listed in this ordinance, but for which the City's Development Review Committee has determined that the uses are consistent with the intent for conditional uses in the PUD Overlay Zoning District #2022-27.

- E. Accessory Uses and Standards.** Accessory uses in the PUD Overlay Zoning District #2022-27 shall be consistent with the accessory uses and standards specified in the City's Unified Development Ordinance for the underlying C-2, Highway Commercial Zoning District. The City's Development Review Committee may waive certain accessory uses and standards if the Committee finds that the proposed accessory uses are consistent with the intent of the PUD Overlay Zoning District #2022-27.
- F. Setback Requirements for Principal Buildings.** Setbacks for principal buildings shall be consistent with the setback requirements of the underlying C-2, Highway Commercial Zoning District, except as otherwise allowed by Resolution 2022-273.
- G. Principal Building Height.** The height of principal buildings in PUD Overlay Zoning District #2022-27 shall be consistent with the height requirements of principal buildings in the underlying C-2, Highway Commercial Zoning District, except as otherwise allowed by Resolution 2022-272.
- H. Density.** The density of housing in PUD Overlay Zoning District #2022-27 is allowed through the conditional use permit approved by Resolution 2022-272.
- I. Architecture.** The architectural design of structures in the PUD Overlay Zoning District #2022-27 shall be consistent with the provisions of the City's Unified Development Ordinance. The architecture must be substantially similar to the designs included in the Development Plan, as shown in Exhibit B of this ordinance.
- J. Access, Parking, and Circulation.** Access, parking, and circulation associated with PUD Overlay Zoning District #2022-27 shall be substantially consistent with the Development Plan shown in Exhibit B of this resolution, except as may be modified as follows:
1. The development must provide road and sidewalk improvements internal to the site and in the adjacent right-of-way as directed by the City Engineer.
 2. The development must provide sufficient onsite parking (and/or proof of parking) consistent with the parking standards outlined in the City's Unified Development

Ordinance. Some required parking may be accounted for in the 5th Street NW public right-of-way with the approval of the City Engineer and with the approval of a Limited Use Agreement.

3. A shared parking and cross-access agreement, approved by the City Attorney, shall be established between the platted lots in the development.
4. No intensification of use in the PUD Overlay Zoning District #2022-27 shall be permitted unless the existing parking in the district accommodates the additional parking demand as required by the City's Unified Development Ordinance or a City-approved parking study. The City's Development Review Committee may approve minor changes to the parking and circulation in the Development Plan shown in Exhibit B of this Ordinance.
5. Any situation, in which a required parking space is rendered unusable by snow storage, materials, equipment, or other means, shall be promptly remedied and the required parking spaces returned to a usable condition.
6. Accessible parking spaces shall be provided at a ratio consistent with the Americans with Disabilities Act and the Minnesota Accessibility Code for the uses in the PUD Overlay Zoning District #2022-27.
7. Underground or covered parking is encouraged in the district and may be approved at the discretion of the City's Development Review Committee. However, underground or covered parking shall not be required.
8. Electric vehicle charging stations are encouraged in the district and may be approved at the discretion of the City's Development Review Committee.
9. Pedestrian walks shall be substantially consistent with Development Plan and shall be consistent with the standards of the Americans with Disabilities Act.

- K. Landscaping and Screening.** Given the Property involves redevelopment of a dilapidated site, the Property shall have landscaping to the maximum extent feasible (as determined by the City's Development Review Committee), which may be less than what the Ordinance requires. The landscape plan shall be approved by the City's Development Review Committee.
- L. Open Space.** The PUD Overlay Zoning District #2022-27 must provide open space in substantial conformance with the Development Plan shown in Exhibit B. Given the Property involves redevelopment of a dilapidated site, the Property does not have to meet or exceed the open space requirement for a PUD.
- M. Lighting.** Exterior lighting in PUD Overlay Zoning District #2022-27 must be consistent with the City's Unified Development Ordinance and must require site plan approval by the City's Development Review Committee.
- N. Signs.** PUD Overlay Zoning District #2022-27 must have a Comprehensive Sign Plan, which ensures coordinated and compatible signage for all uses in the district, as follows:
1. The Comprehensive Sign Plan must be approved by the City Planner or other Authorized Agent of the City.
 2. All signs must be substantially consistent with the general sign provisions for the proposed use as specified in the City's Unified Development Ordinance
 3. The City Planner or other Authorized Agent of the City will have the authority to waive specific sign requirements specified in Chapter 9 of the City's Unified Development Ordinance (especially as they relate to directional signage and parking signage), provided that the waiver furthers the intent of the PUD Overlay Zoning District #2022-27 and is in the best interest of the community.
 4. Signage identifying the building addresses must be approved by the Faribault Fire Chief.

5. No signage will be allowed in an easement without an appropriate Agreement between the Owner and the City to the satisfaction of the City Attorney.

- O. Phasing.** Development in the PUD Overlay Zoning District #2022-27 shall occur in one phase. Should significant delays in the development of PUD Overlay Zoning District #2022-27 occur, the City's Development Review Committee may require that the Owner amend the PUD through appropriate means to address applicable conditions and regulations.
- P. Other Required Standards.** Development in PUD Overlay Zoning District #2022-27 must be consistent with all applicable standards of the City's Unified Development Ordinance, except as may be modified by this ordinance, the conditions of approval related to the Development Plan, and any other current or subsequent City approvals.
- Q. Conformance with the Approved Development Plan for PUD Overlay Zoning District #2022-27.** Development in PUD Overlay Zoning District #2022-27 shall be in substantial conformance with the approved Development Plan shown in Exhibit B or as amended in accordance with the City's Unified Development Ordinance. However, at the discretion of the City's Development Review Committee or other Authorized Agent of the City, development can deviate from the approved Development Plan if the deviation is consistent with the intent of PUD Overlay Zoning District #2022-27. If required by the City's Development Review Committee, deviation from the approved Development Plan shall require an amendment to this Ordinance.
- R. Development Agreement.** Before any significant development (as determined by the City's Development Review Committee) can occur in PUD Overlay District #2022-27, the Developer and City shall enter into a Development Agreement and any other applicable agreements that specify the terms and conditions of future development on the Property.

Section 3. Rezoning the Property to include PUD Overlay Zoning District #2022-27.

1. The Property legally described in the first recital graphically depicted is rezoned to include PUD Overlay Zoning District #2022-27.
2. The Official Zoning Map of the City of Faribault shall not be required to be republished to show the rezoning. However, the City Planner shall appropriately mark the Official Zoning Map on file with the City Planner to indicate the rezoning.

Section 4. Approval of the Development Plan for PUD Overlay Zoning District #2022-27. The Development Plan for PUD Overlay Zoning District #2022-27, as shown in Exhibit B, is hereby approved as follows:

1. Approval of the Development Plan authorizes the Owner to proceed with requesting Site Plan approval from the City's Development Review Committee for the proposed work in the district.
2. The City's Development Review Committee may attach appropriate conditions to any Site Plan approval related to the work shown in the approved Development Plan.

Section 5. Authorization to Execute Agreements. The Mayor and City Administrator are authorized and directed to execute and deliver any required additional agreements, certificates, or other documents the City Attorney determines necessary to implement this ordinance.

Section 6. Authorization to take Additional Steps. City Staff, City Consultants, and the City Attorney are authorized and directed to take any additional steps and actions necessary or convenient to accomplish the intent of this ordinance.

Section 7. Effective Date. This ordinance shall be effective immediately upon its passage and publication according to the Faribault City Charter and the successful recording of the MIDWEST FIRST SUBDIVISION plat and related documents with Rice County. If the plat and related documents are not recorded within one year of the City Council's approval of this ordinance, this ordinance shall automatically be null and void

Public Hearing: August 1, 2022

First Reading: August 10, 2022

Second Reading: _____

Published: _____

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

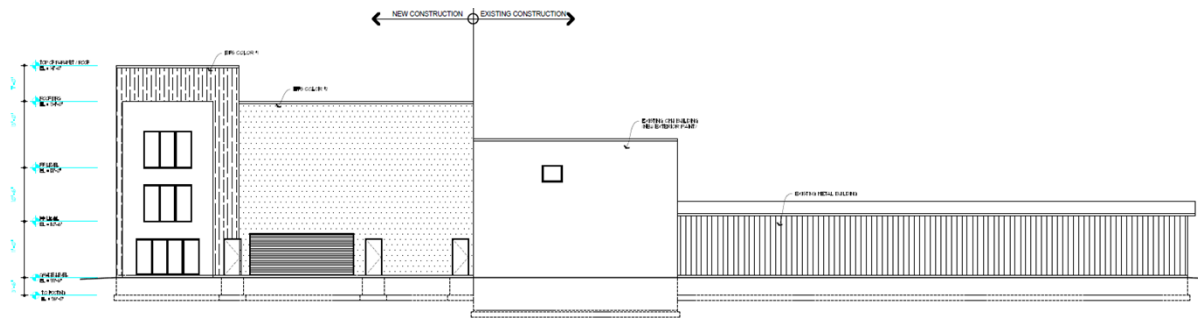
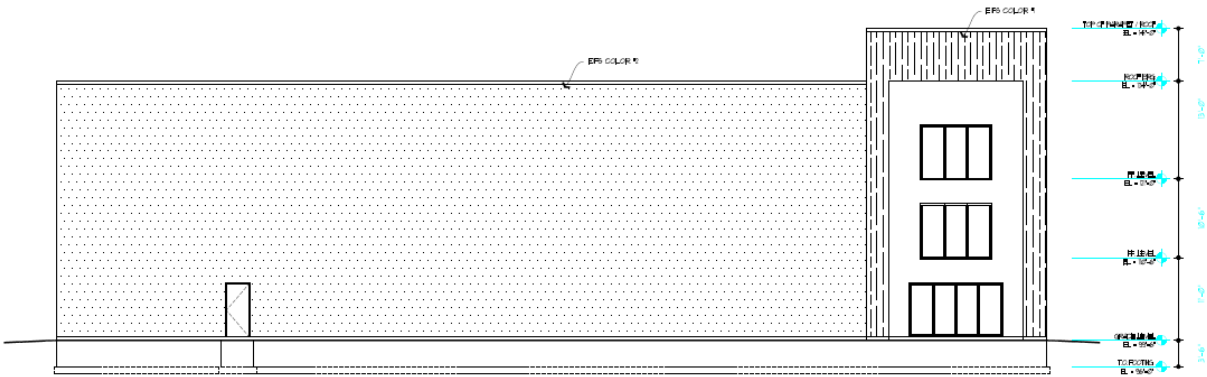
**EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY IN PUD OVERLAY
ZONING DISTRICT #2022-27**

Lots 1-2, Block 1, MIDWEST FIRST SUBDIVISION

**EXHIBIT B: PERTINENT EXCERPTS OF THE DEVELOPMENT PLAN FOR
PUD OVERLAY ZONING DISTRICT #2022-27**









Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: August 10, 2022
SUBJECT: Resolution 2022-174 Authorize the Execution of an Agreement with Carbon Solutions Group to Own, Construct, and Operate Electric Vehicle Charging Stations on City Property

Background:

Sarah Shapiro (the Minnesota GreenCorps member working with the City) explored opportunities to install electric vehicle charging stations on City-owned property in Faribault. Several Minnesota cities are working with Carbon Solutions Group (CSG). The cities provide the parking spaces, but CSG owns, operates, and constructs the charging stations at no direct cost to the cities. In return for allowing CSG to provide charging stations on city property, CSG provides the cities with a monthly fee. Working with CSG, Faribault Staff have identified several locations in the city for the installation of charging stations (see attached Agreement). The City Attorney is reviewing the draft Agreement. Staff requests that the City Council authorize the City Attorney to refine the Agreement as needed and authorize the execution of the Agreement.

Recommendation:

Approve Resolution 2022-174.

Attachments:

1. Resolution 2022-174 Authorize the Execution of an Agreement with Carbon Solutions Group related to EV Charging Stations

CITY OF FARIBAULT

RESOLUTION #2022-174

AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH CARBON SOLUTIONS GROUP TO OWN, CONSTRUCT, AND OPERATE ELECTRIC VEHICLE CHARGING STATIONS ON CITY PROPERTY

WHEREAS, the City Council finds that executing an agreement with Carbon Solutions Group (CSG) to own, construct, and operate electric vehicle charging stations on City property is in the community's best interest by providing charging opportunities for the public at no direct cost to the City.

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

Section 1. Authorization to execute the Agreement. The City Council hereby authorizes the Mayor and City Administrator to execute the attached Agreement.

Section 2. Findings and incorporation of recitals and exhibits. The recitals and exhibits incorporated in this resolution constitute the City Council's written findings protecting the public's health, safety, and welfare.

Section 3. Authorization to take additional steps. The City Council hereby authorizes the Mayor, City Administrator, City Staff, and the City's Consultants to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

Section 5. Effective date. This resolution shall become effective immediately upon its passage and without publication.

Date Adopted: August 10, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

ELECTRIC VEHICLE CHARGING STATION LICENSE AGREEMENT

This ELECTRIC VEHICLE CHARGING STATION LICENSE AGREEMENT (this “Agreement”), dated as of _____, 2022 (the “Effective Date”), is between CSG EV, LLC, a Delaware limited liability company, d/b/a (“CSG”), and City of Faribault, Minnesota (“Host”). Each of CSG and Host is a “party,” and together they are the “parties,” to this Agreement.

BACKGROUND

- A. CSG provides a variety of vehicle charging and support services to owners of electric plug-in vehicles (“EVs”);
- B. Having Electric Vehicle Charging Stations onsite allows Host to differentiate its location, attract high-value customers, and promote sustainable and environmentally-sound transportation;
- C. Host desires to participate in CSG’s network of Electric Vehicle Charging Stations; and
- D. This Agreement sets forth the parties’ agreement with respect to Host’s grant of the License to CSG.

AGREEMENT

In consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. LICENSE;

- 1.1. Host Property. The Host is the Owner of the property described in Exhibit A, attached hereto and made a part hereof (the “Host Property”).
- 1.2. Grant of License. Host, for good and valuable consideration, the sufficiency of which is acknowledged, grants to CSG a license (the “License”) to use a certain portion of Host Property specifically identified in Exhibit A and herein referred to as (the “Licensed Space”) for the purposes described in this Agreement, including but not limited to those described in Section 1.4 below.
- 1.3. License Fee.
 - 1.3.1. Beginning on the Commencement Date, CSG agrees to pay Host a license fee (the “License Fee”) of fifty (\$50) per installed 50 kW DCFC Electric Vehicle Charging Station and fifteen (\$15) per installed dual-port pedestal or seven dollars and fifty cents (\$7.50) per port Level 2 Electric Vehicle Charging Station (as defined below) per month as consideration for the License herein.
 - 1.3.2. Utilization Bonus. The Host will receive a Utilization Bonus for each charging station with Average Annual utilization of 6% or greater. The Utilization Bonus is calculated according to the table included in Exhibit B.
- 1.4. Use of Licensed Space. The License includes use of the Licensed Space and the areas of Host Property that are reasonably necessary to provide ingress and egress to and from the Licensed Space and the Electric Vehicle Charging Stations (as defined below); for the purposes of the construction, installation, maintenance, repair and operation of the grid integrated Electric Vehicle Charging Stations by CSG; and for any ancillary uses permitted herein, all in accordance with this Agreement) (collectively the “Necessary Space”);
- 1.5. Host Obligations. Subject to limitations contained herein, Host agrees to, at all times, make the Licensed Space and Necessary Space available to CSG, its subcontractors and vendors, and all users of the Electric Vehicle Charging Stations.

2. TERM; TERMINATION

- 2.1. License Term.
 - 2.1.1. The term (“Term”) of the License shall commence on the Effective Date and, subject to the provisions of Section 2.2 below, end on the date that is ten (10) years from the Commencement Date (as extended from time to time, the “License Expiration Date”). The “Commencement Date” shall mean the date on which the Electric Vehicle Charging Station is first operational.
 - 2.1.2. CSG and City of Faribault, if agreed to mutually, shall have the right to extend the Term of this Agreement for two (2) consecutive terms of five (5) years each in accordance with the terms and

provisions of this Agreement (collectively “Extended License Term”) if parties have written mutual agreement to extend the Term within one hundred eighty (180) days of the end of the existing Term. The Extended License Term shall begin immediately following the end of the 10-year term. During the Extended License Term, CSG shall pay Owner the amounts set forth in Section 1.3 (the “License Fee”).

2.2. Termination.

2.2.1. Upon Certain Events. This Agreement may be terminated upon thirty (30) days’ written notice to either party without penalty or fee in any of the following circumstances:

2.2.1.1. In the case of termination by CSG, in the event that the commencement date has not yet occurred for any project listed on Schedule I. CSG may elect to forgo development or modify the number and type of charging stations of said project if CSG determines at its sole discretion that the installation is impracticable or uneconomical by providing written notice to Host; and

2.2.1.2. In the case of termination by Host, in the event the Commencement Date has not occurred within twenty-four (24) months following this Agreement Date; provided that the foregoing right shall terminate upon the Commencement Date.

2.2.2. For Cause. This Agreement may be immediately terminated for cause by either party in the event of the following circumstances:

2.2.2.1. *Breaches*. The other party breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for forty-five (45) business days after receipt of written notice.

2.2.2.2. *Assigns*. The other party attempts to assign or otherwise transfer its rights, obligations, or duties under this Agreement except as provided in section 5.2.3 and 8.5 below..

2.2.3. Licensed Space on Termination. Within a reasonable time following the expiration of the License Term or termination under Section 2.2, CSG shall remove the Electric Vehicle Charging Stations and any other supporting or ancillary equipment installed by CSG from the Licensed Space and restore the affected area to its former condition, excluding ordinary wear and tear; *provided, however*, that any underground electrical wiring shall be capped off and secured, but not removed. For the avoidance of doubt, CSG will not remove any equipment installed by a utility, which may include but may not be limited to: transformers, junction boxes, primary cable and conduit and electric meters and panels.

2.2.4. No Further Obligations. Upon any termination pursuant to this [ARTICLE 2](#), both parties are relieved of any further obligations contained in this Agreement, except for those that by their nature survive or may require performance after termination (e.g., indemnity).

3. ELECTRIC VEHICLE CHARGING STATIONS

3.1. Electric Vehicle Charging Stations; Ancillary Facilities.

3.1.1. The design, make, model, and manufacturer of the Electric Vehicle Charging Stations (each an “Electric Vehicle Charging Station” or “Charging Station”) and their number and approximate locations are specified in [Exhibit A](#). CSG, at any time and for any reason during the License Term, may elect to upgrade, revise, alter, or swap any Charging Station installed in the Licensed Space at its sole discretion and Host shall provide CSG access to the Licensed Property as necessary to do so.

3.1.2. For purposes of this Agreement, “Electric Vehicle Charging Station” shall mean all electrical equipment, hardware, and software installed by CSG, the Charging Stations, all CSG signage and all supporting equipment and structures, including without limitation concrete pads and protective bollards.

3.2. CSG may, with Host’s prior approval which shall not be unreasonably withheld, include at the Licensed Space other additional services related to charging of electric vehicles, equipment or facilities for automobile upkeep that CSG may elect to offer its customers from time to time during the Term. Additionally, CSG and its employees and vendors may, with Host’s prior approval, perform security assessments and install (or add additional) reasonable security features at the Electric Vehicle Charging Stations, including, without limitation, lighting and cameras.

3.3. Access. CSG, its subcontractors, vendors and customers shall have access to the Licensed Space and Necessary Space twenty-four (24) hours per day, seven (7) days per week, and 365/366 days per year. CSG and its employees and vendors may, at any time during the Term, access the Licensed Space and Host Property to maintain, inspect, repair or replace any portion of the Electric Vehicle Charging Stations pursuant to its obligations under this Agreement. In the event any circumstances or conditions prevent or limit Access, whether or not frustration of access is caused or controlled by Host, the total monthly License Fee owed under section 1.3 shall be reduced by the pro rata value of the monthly License fee attributable to each day that Access is limited or prevented, for so long as such interruption may last, except as provided

by section 8.9 herein. Any reduction of the License Fee under this paragraph may be deducted from the License Fee paid the following month.

- 3.4. Signage. Signage at minimum will include what is legally required per law for electric vehicle charging stalls. Additionally, CSG may paint, place, erect, or project signs, marks, or advertising devices in, on, or about the Licensed Space or elsewhere on the Host Property upon obtaining Host's written consent (which may be granted or denied in Host's commercially reasonable discretion). CSG shall, at its own cost and expense, obtain any and all permits necessary for the installation of its signs, and CSG shall be solely responsible for all costs and expenses associated with such permitting, the erection of such sign(s), and the maintenance and operation thereof. Further, CSG and Host also agree to place signage on or around the Electric Vehicle Charging Station, designating the area as "Electric Vehicle Charging Only," and will take reasonable measures to discourage non-EV vehicles from parking in the Licensed Space, including, without limitation, towing. Host agrees that it shall not place any signs, marks or advertising devices on any portion of the Electric Vehicle Charging Station or in the Licensed Space without CSG's prior written consent (which may be granted or denied in CSG's commercially reasonable discretion).
- 3.5. Installation.
 - 3.5.1. With the exception of projects that qualify for the Xcel Energy Public charging EV Service Pilot, CSG, at its sole cost, is solely responsible for supervising or conducting the construction and installation activities for the Electric Vehicle Charging Station, and, as between the parties, has sole control over construction, construction schedule, and installation means, methods, techniques, sequences, and procedures, including the coordination of all work.
 - 3.5.2. Except to the furnishing of all permits, materials, equipment, drawings, and labor provide by Xcel Energy under the Xcel Energy Public Charging EV Service Pilot, Before beginning activities to install the Electric Vehicle Charging Station in the Licensed Space, CSG shall give a copy of the tentative construction schedule and installation plans to Host. No work will begin until all applicable permits and certifications have been obtained. Once parties' respective demonstration that all insurance coverages required by this Agreement are in place, CSG will oversee and manage the installation of the Electric Vehicle Charging Station, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping; and installation of all CSG branded signage.
 - 3.5.3. CSG, at its sole cost, will obtain from applicable governmental authorities all licenses, permits, or other approvals required to install the Electric Vehicle Charging Station, and Host will reasonably cooperate upon request with CSG's efforts to do so.
 - 3.5.4. Host grants to CSG and its employees and vendors the non-exclusive right to use and occupy the Licensed Space and Host's adjacent property for the construction and installation of the Electric Vehicle Charging Station, and shall confine its operations strictly to those sites permitted by applicable law, ordinances, permits, Host, and the terms of this Agreement. Only those materials and equipment that are being used directly in the construction and installation of Electric Vehicle Charging Station shall be brought to and stored on the Licensed Space and its adjacent areas. CSG shall ensure that, subject to reasonable and unavoidable interruptions, all work is performed in a manner that affords continuous, reasonable access to Host Property.
 - 3.5.5. CSG will not permit or suffer any mechanic's or materialmen's liens to attach to the Licensed Space as a result of the installation of the Electric Vehicle Charging Station. If such a lien attaches to the Licensed Space, CSG shall remove or bond over such lien at CSG's sole cost and expense, within twenty (20) days of CSG receiving written notice thereof from Host.
 - 3.5.6. Ownership of Intellectual Property and Charging Stations. CSG owns all worldwide right, title, and interest in and to the Electric Vehicle Charging Station, its related hardware, software, and all derivatives thereof; any processes, relationships, and contracts associated therewith; all related graphics, user interfaces, logos, and trademarks reproduced during its operation; and all Intellectual Property rights therein. Host hereby assigns all such rights to CSG and agrees to execute any documents desirable to effectuate or evidence the foregoing. The foregoing rights shall vest with CSG upon the Effective Date and shall remain with CSG in perpetuity absent CSG's disposing or transferring of such rights at its sole discretion. CSG shall have the right to remove all or a portion of the Charging Station at any time during the License Term, whether or not said items are considered fixtures and attachments to the Licensed Space under applicable laws.
- 3.6. Operation and Maintenance. Except as otherwise provided in this Agreement, CSG will, at its sole cost and expense, maintain and operate the Electric Vehicle Charging Station, including making all necessary repairs, arrange for appropriate remote monitoring, and obtaining and installing appropriate software and hardware upgrades. CSG shall, other than expressly stated herein, be the sole beneficiary of all revenues and costs associated with the foregoing.

- 3.7. Host Obligations. Host shall, at its sole cost and expense, take all actions necessary to maintain the Licensed Space in a clean, safe, and orderly condition, to at least the same standard as it customarily maintains the common areas at the Host Property, including, without limitation, parking lot sweeping, parking lot snow removal, parking lot repaving and restriping, and maintenance and repair of curbs, gutters and landscaping features within the Licensed Space. In addition, Host shall take reasonable precautions to protect the Electric Vehicle Charging Station from graffiti and other vandalism. For the avoidance of doubt, Host shall be under no obligation to maintain the Electric Vehicle Charging Station, signage or any other equipment installed by CSG within the Licensed Space. To the extent Host has actual knowledge of the same, Host shall promptly notify CSG and, as appropriate, emergency response personnel regarding any malfunction of the Electric Vehicle Charging Station. Host shall make commercially reasonable efforts to accommodate any reasonable request by CSG in connection with the operation of the Charging Station.
- 3.8. Utility Availability.
 - 3.8.1. CSG shall be responsible for all electricity costs of the Electric Vehicle Charging Station. CSG shall, at its sole expense, either (i) ensure that the Electric Vehicle Charging Stations contains separately-metered electricity with CSG as the customer of record for such meter, or (ii) install one or more sub-metering devices which measure in kWh the electricity used by the Electric Vehicle Charging Station, in which case CSG will pay Host for the electricity used by the Electric Vehicle Charging Station at the applicable per kWh rate, or as otherwise mutually agreed by the parties.
 - 3.8.2. Host shall cooperate with CSG to obtain electricity and any other utilities necessary to operate the Electric Vehicle Charging Station, including by granting appropriate easements to local utility providers and/or obtaining necessary easements from adjacent property owners for the location of necessary utilities; *provided, however*, that Host is not required to pay money to satisfy the requirements of the utility, the adjoining landowner or CSG associated with the provision of such utilities.
 - 3.8.3. Neither Host nor CSG has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to facilities or equipment located in the Licensed Space, unless the cause of the interruption is covered by the party's indemnity provided for in ARTICLE 7.
- 3.9. Taxes. CSG is solely responsible for personal property taxes imposed on the Electric Vehicle Charging Station, and any other equipment installed by it, that is located in the Licensed Space. All other real or personal property taxes related to the Licensed Space, including any increase in real estate taxes on the real property on which the Licensed Space is located which arise from CSG's improvements and/or CSG's use of the Licensed Space, are the sole obligation of Host. Each party is responsible for its own income, franchise and similar taxes.

4. INTELLECTUAL PROPERTY; PUBLICITY

- 4.1. Intellectual Property. As used in this Agreement, "Intellectual Property" means all copyrights, patents, trademarks and service marks, names, logos, designs, domain names, generic Top-Level Domain names, all registrations for copyrights, patents, trademarks and service marks/names, domain names, generic Top-Level Domain names, trade secrets, know-how, and all unique concepts, information, data and knowledge that is eligible for legal protection under applicable laws as intellectual property, whether protected through confidentiality, registration or pending registration, regardless of form, whether disclosed in writing, electronically, orally or through visual means, whether learned or obtained orally, through observation, through the discharge of responsibilities under this Agreement, or through analysis of that information, data or knowledge.
 - 4.1.1. *Host Intellectual Property*. The parties agree that, as between them, Host has and retains ownership of all of Host's Intellectual Property, and CSG has no right, and shall not obtain any right, in any Host Intellectual Property.
 - 4.1.2. *CSG Intellectual Property*. The parties agree that, as between them, CSG has and retains ownership of all of CSG's Intellectual Property, and Host has no right, and shall not obtain any right, in any CSG Intellectual Property.
- 4.2. Ownership of Drawings and Other Documents. All documents prepared by or under the direction of CSG pursuant to this Agreement, including, without limitation, drawings, surveys, technical drawings, specifications, and other documents, including those in electronic format, are solely and exclusively CSG Intellectual Property, and CSG retains all common law, statutory and other reserved rights, including the copyright.
- 4.3. Publicity.
 - 4.3.1. CSG and Host may make general press releases and statements, hold press conferences, both through traditional and electronic media, including websites created by CSG or other third parties, regarding the execution of this Agreement and the status of the activities contemplated herein, *provided each*

has the ability to review and approve in advance the other's public statements and any use of the other's Intellectual Property in connection therewith.

- 4.3.2. Notwithstanding anything to the contrary within this Agreement, CSG may advise mapping services, the manufacturers of vehicle navigation systems, map data providers, and other third-parties of the existence, location, and other details of the Electric Vehicle Charging Stations at the Licensed Space so that such services and manufacturers may include such information in connection with their mapping and listing services and navigation systems; and CSG may disclose to the public information about the location of the Electric Vehicle Charging Stations and the progress of its construction as required by governmental authorities. In addition, the parties may provide copies of this Agreement or portions hereof to utility providers, governmental authorities, and/or third parties referenced in Section 5.2.1 as reasonably necessary or desirable to facilitate or effectuate the intents and purposes of this Agreement.

5. REPRESENTATIONS AND WARRANTIES; COVENANTS

- 5.1. Representations and Warranties. Each of Host and CSG hereby represents and warrants to the other as of the Effective Date that: (a) it has all necessary power and authority to execute, deliver, and perform its obligations hereunder; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action and do not violate any of the terms or conditions of its governing documents, any contract to which it is a party, or any law, rule, regulation, order, judgment, or other legal or regulatory determination applicable to it; (c) there is no pending or, to its knowledge, threatened litigation or administrative proceeding that may materially adversely affect its ability to perform this Agreement; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; (e) this Agreement constitutes a legal, valid and binding obligation of such party, except as the enforceability of this Agreement may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity; and (f) at all times during the Term, it will comply with all federal, state, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes) in performing its obligations under this Agreement.
- 5.2. Rights to Host Property. Permitted Uses on Host Property.
- 5.2.1. Host further represents, warrants and covenants that it has obtained or it shall obtain any and all consents, permits or approvals required in order for Host to grant the License and other rights and perform its obligations under this Agreement, and for CSG to take the actions with respect to the Licensed Space contemplated in this Agreement, from any third parties: (i) with an interest in the Host Property (including, without limitation, any owner, lender, lessee, ground lessor, or any party to any reciprocal easement agreement); (ii) whose consent is otherwise required under conditions, covenants and restrictions documents, declarations or similar agreements affecting the Host Property; or who exercise governmental or regulatory jurisdiction over the Host Property, including local and state governments. When obtaining consent, permit or permissions is required, Host and CSG shall use cooperative commercially reasonable efforts to contact and educate the applicable third parties of the terms, conditions, and benefits of the activities proposed to be taken pursuant to this Agreement. As part of that effort, the parties will, on request, include applicable necessary third parties as additional named insureds on the insurance policies required by ARTICLE 6, offer appropriate indemnities on terms similar to those stated in ARTICLE 7, satisfy reasonable third party requests and concerns regarding the Electric Vehicle Charging Stations and related items, and take other commercially reasonable steps required to obtain any required consent, permits or permissions of those third parties that is consistent with this Agreement.
- 5.2.2. Host further represents and warrants that there are no liens, judgments, encumbrances or other impediments of title on the Host Property that would adversely affect the use or occupancy of the Licensed Space by CSG pursuant to this Agreement, and during the Term of this Agreement covenants to maintain the Host Property free of any such liens, judgments, encumbrances or other impediments.

6. INSURANCE; CASUALTY AND CONDEMNATION

- 6.1. CSG Insurance.
- 6.1.1. During the License Term, CSG shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance:

- 6.1.1.1. Full replacement cost Property Insurance (written on a “special perils” basis) for the Electric Vehicle Charging Stations and all other personal property, machinery, equipment and trade fixtures owned by CSG;
- 6.1.1.2. Statutory Worker’s Compensation Insurance, and Employer’s Liability limits of \$1,000,000.00 per accident/per employee;
- 6.1.1.3. Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$1,000,000.00 per occurrence, that includes coverage for contractual liability, independent contractors, premises/operations, products/completed operations, and cross liabilities/separation of insureds; CSG shall consider its own insurance primary, and shall not seek contribution from similar insurance being maintained by the Host, but only as to the negligent acts or omissions of CSG or the CSG Parties.
- 6.1.1.4. Automobile Liability with a combined single limit of \$1,000,000.00 that includes coverage for owned, non-owned and hired vehicles; and
- 6.1.1.5. \$5,000,000.00 in excess liability coverage per occurrence, for injuries, losses, claims for damages to persons or property occurring on the Licensed Space, and resulting from the use of the Electric Vehicle Charging Station, the occupancy of the Licensed Space and/or the negligence of CSG and its agents, contractors, employees or invitees, which coverage shall sit in excess of the scheduled underlying General Liability, and Automobile Liability and Employer’s Liability Insurance policies with exclusions that are no more broad than those contained in the underlying policies.
- 6.1.2. With respect to CSG’s Commercial General Liability Insurance, Automobile Liability Insurance and Excess Liability Insurance, include Host as an additional insured with respect to liability arising out of the ownership, maintenance or use of the Electric Vehicle Charging Station or the Licensed Space.
- 6.1.3. Annually, CSG shall provide Host with a certificate of insurance and endorsement, evidencing the required coverages.
- 6.2. Host Insurance
 - 6.2.1. During the License Term, Host shall maintain insurance in full force and effect standard municipal liability coverage through the League of Minnesota Cities Insurance Trust.
- 6.3. Policy Requirements. The insurance policies required under Sections 6.1 and 6.2 shall:
 - 6.3.1. be issued by insurance companies licensed to do business in the state in which the Host Property is located, with a general policyholder’s ratings of at least “A-” and a financial rating of at least “Class VIII,” in the most current Best’s Insurance Reports available on the Commencement Date; if the Best’s ratings are changed or discontinued, the parties shall agree to a comparable method of rating insurance companies;
- 6.4. Waiver. Anything in this Agreement to the contrary notwithstanding, the Host Property, the Licensed Space, the Electric Vehicle Electric Vehicle Charging Stations, or any improvements on any of the foregoing, or to the personal property of either party, or their respective affiliates, representatives, agents, officers, directors, managers, members, shareholders, partners, contractors, or employees, regardless of cause or origin. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation.
- 6.5. Casualty and Condemnation.
 - 6.5.1. Damage. If any portion of the Licensed Space is damaged by fire or other casualty; or any portion of the Host Property is damaged by fire or other casualty caused by the negligent act or omission of CSG, CSG will have thirty (30) days from date of such fire or casualty to elect to repair the property with notice of such intent delivered in writing to Host. If no written notice is received by Host within that thirty-day period, then either party may, within forty-five (45) days of the date of such fire or other casualty elect to terminate the License on written notice to the other party. If CSG elects to repair such property, it shall restore, rebuild, or replace those portions of the Electric Vehicle Charging Station in the Licensed Space and any other property damaged as a result of such fire or other casualty to its prior or better condition as necessary, and all property insurance proceeds of Host applicable to the Licensed Space shall be made available to CSG in connection with such repair and restoration. If CSG elects to terminate the License, it shall remove all of CSG’s property from the Licensed Space in accordance with Section 2.2.2 of this Agreement. Any repair and restoration required by CSG under this Section 6.5.1 shall commence within sixty (60) days of the date CSG elects to repair and restore the Licensed Space and shall be completed no later than 180 days thereafter.
 - 6.5.2. Condemnation/Taking. If any portion of the Licensed Space or Host Property is condemned or taken in any manner for a public or quasipublic use that could adversely affect the use of the Electric Vehicle Charging Station, then CSG may elect to terminate this Agreement effective as of the date title to the condemned portion of the Host Property is transferred to the condemning authority. If

CSG does not elect to terminate, the parties will use commercially reasonable efforts to find an alternate location for the Electric Vehicle Charging Stations elsewhere on Host Property. The costs of the relocation of the Electric Vehicle Charging Stations shall be paid by CSG. CSG may file a separate claim to the condemning authority for any relocation award made as a result of such condemnation. All relocation awards made as a result of such condemnation shall be paid to CSG to the extent that the Necessary Space is affected.

- 6.5.3. Suspension of Term. During any time that the Electric Vehicle Electric Vehicle Charging Station or any portion of the Licensed Space is under repair or being relocated pursuant to this Section 6.5, the Term shall be temporarily suspended on a day-for-day basis and the total monthly License Fee owed under section 1.3 shall be reduced by the pro rata value of the monthly License fee attributable to each day that Access is limited or prevented, for so long as such interruption may last, except as provided by section 8.9 herein.

7. INDEMNITY; LIMITATION OF LIABILITY

- 7.1. CSG. Subject to Sections 6.4, and 7.3, CSG shall indemnify and hold harmless Host, its elected and appointed officials, employees, and agents (individually, “Host Party” and, collectively, the “Host Parties”) from and against all claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable attorneys’ fees and costs of collection (collectively, “Losses”) that arise out of or result from (i) any breach by CSG of its obligations, representations or warranties under this Agreement, or (ii) the willful misconduct or negligence of CSG, except to the extent arising out of or resulting from any willful misconduct or negligence of any Host Party or any installation or other activities conducted by a contractor, or other service provider designated by Host or by CSG per the express instructions of Host; and excepting any claims arising out of Host’s active negligence or willful misconduct. The obligations of CSG under this Section shall survive the expiration, cancellation, or termination of this Agreement and Term.
- 7.2. Host. Subject to Sections 6.4 and 7.3 hereof, Host shall indemnify and hold harmless CSG, its affiliates, and their respective representatives, agents, officers, directors, shareholders, partners and employees (individually, “CSG Party” and collectively, the “CSG Parties”) from and against all Losses that arise out of or result from (i) any willful misconduct or negligence of any Host Party in connection with this Agreement or (ii) any breach by Host of its obligations, representations or warranties under this Agreement. The obligations of Host under this Section shall survive the expiration, cancellation, or termination of this Agreement and the Term.
- 7.3. Limitation of Liability. In no event shall either party be liable (in contract, tort, including negligence and strict liability) to such other party or its Related Parties for any special, indirect or consequential damages relating to this Agreement. The entire liability of each party for any and all claims of any kind arising from or relating to the Agreement will be subject in all cases to an affirmative obligation on the part of the other party to mitigate damages. Each party’s total liability for any and all liability to the other party and to such other party’s affiliates or their respective representatives, agents, officers, directors, shareholders, partners or employees (on aggregate basis) arising out of or in connection with this Agreement whether in contract, or in tort (including negligence and strict liability) shall not exceed the greater of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) or, if insurance coverage is applicable, the insurance coverage limits required under this Agreement. The provisions of this Section 7.3 shall apply to the full extent permitted by law and shall survive termination of this Agreement.

8. MISCELLANEOUS

- 8.1. Brokers. CSG hereby represents to Host that CSG has dealt with no broker in connection with this Agreement. Host hereby represents to CSG that Host has dealt with no broker in connection with this Agreement. Each party agrees to indemnify and hold the other party, its members, principals, beneficiaries, partners, officers, directors, employees, and agents, and the respective principals and members of any such agents harmless from all claims of any brokers claiming to have represented such party in connection with this Agreement.
- 8.2. Independent Agreements. The parties acknowledge and agree that the rights and obligations under the Agreement are separate and independent from, and shall not be conditioned on or affected by the performance or non-performance of the terms of, any other agreement between CSG and Host.
- 8.3. Survival of Covenants. The covenants, representations and agreements of Sections 2.2.3, 2.2.4, 3.56, 3.6, 4.1, 4.2, 4.3.2, 5.1, 6.4, 7, and 8 shall survive the expiration, termination or cancellation of this Agreement, regardless of reason.

- 8.4. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and be served either by (i) deposit in the mail, addressed to the party to be notified, postage prepaid, and registered or certified, with a return receipt requested, or (ii) deposit with an internationally-recognized overnight delivery carrier, with notice of delivery to the recipient party. Notice given by registered or certified mail or overnight carrier shall be deemed delivered and effective on the date of delivery shown on the return receipt or proof of receipt. For purposes of notice the addresses of the parties shall be as follows:

If to CSG:

CSG EV LLC
600 B Street Suite 300
San Diego, CA 92101
Attn: Kory Trapp, V.P. Project Development

If to Host:

City of Faribault

Attn: _____

Each party may change its address for notice by giving notice thereof to the other party.

- 8.5. Assignment. This Agreement is binding on and inures to the benefit of the parties and their respective heirs, successors, assigns, and personal representatives. Neither party may assign its rights and obligations in and under this License without first obtaining prior written consent of the other party, which shall not be unreasonably withheld; *provided, however*, that either party may assign its rights and obligations in and under the Agreement to an affiliate, subsidiary or successor by merger or acquisition, or successor to all or substantially all or a portion of the assets of such party at any time and without consent. For the avoidance of doubt, and notwithstanding anything to the contrary within this Agreement, assignment or transfer of all or a portion of Host's interests in the Host Property shall not require the consent of CSG, subject to such assignee or transferee assuming all of Host's obligations and liabilities of this Agreement.

Notwithstanding anything to the contrary herein, CSG may assign its rights and obligations in and under this Agreement, at its sole discretion, without consent, to any third-party transferee of all or substantially all of CSG's interest in the Electric Vehicle Charging Station, subject to its provision of written notice thereof to Host.

- 8.6. Independent Entities. The parties shall act as and remain independent entities in the performance of this Agreement. Nothing in the Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose, and the employees of one party shall not be deemed to be the employees of the other party. Except as otherwise stated in this Agreement, neither party has any right to act on behalf of the other, nor represent that it has such right or authority.
- 8.7. Governing Law. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Minnesota without giving effect to conflict of law rules. The parties further agree that all actions brought under this Agreement shall be brought in the courts located in Hennepin County, regardless of location of the Host Property.
- 8.8. Further Assurances. Each party agrees to execute (and acknowledge, if requested) and deliver additional documents and instruments and to perform additional acts as may be reasonably necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions and conditions of this Agreement.
- 8.9. Force Majeure. Change in Law. Neither party is responsible for any delay or failure in performance of any part of the Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers, suppliers or other similar causes beyond the party's control. If any rule, directive, order, decision or law adversely impacts the ability for CSG to perform its obligations under the Agreement without becoming licensed or otherwise regulated by a public utility commission or analogous agency in the relevant jurisdiction, CSG may, at its option, immediately suspend performance under the Agreement and/or terminate the Agreement upon notice to Host and without penalty.

- 8.10. No Waiver. The failure of a party to insist on strict performance of any provision of the Agreement does not constitute a waiver of, or estoppel against asserting, the right to require performance in the future. A waiver or estoppel given in any one instance does not constitute a waiver or estoppel with respect to a later obligation or breach.
- 8.11. No Third Party Beneficiaries. This Agreement does not confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.
- 8.12. Remedies. The rights and remedies provided by this Agreement are cumulative, and the use of any right or remedy by any party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a party may have under applicable law, in equity or otherwise.
- 8.13. Integration; Amendments. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the parties, and that there are no verbal or oral agreements, promises or understandings between the parties. Any amendment, modification or other change to this Agreement shall be ineffective unless made in a writing signed by the parties hereto.
- 8.14. Severability. If any term of this Agreement is held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over this subject matter, that contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as reformed to the extent necessary to render valid the particular provision or provisions held to be invalid, consistent with the original intent of that provision and the rights and obligations of the parties shall be construed and enforced accordingly, and this Agreement shall remain in full force and effect as reformed.
- 8.15. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document; all counterparts shall be construed together and shall constitute one and the same instrument. The delivery of an executed counterpart to this Agreement by electronic means (including via email) shall be as effective as the delivery of a manually executed counterpart.
- 8.16. Construction. The headings in this Agreement are inserted for convenience and identification only. When the context requires, the number of all words shall include the singular and the plural. In this Agreement, words importing any gender include the other genders and the words including, includes and include shall be deemed to be followed by the words without limitation. All documents or items attached to, or referred to in, this Agreement are incorporated into this Agreement as fully as if stated within the body of this
- 8.17. Agreement. The Agreement expresses the mutual intent of the parties to this Agreement and the rule of construction against the drafting party has no application to this Agreement.

Effective as of the date first set forth above.

HOST:

CITY OF FARIBAULT, MINNESOTA

By:_____

Name:_____

Title:_____

CSG:

CSG EV LLC, a Delaware limited liability company

By:___

Name: _

Title: __

EXHIBIT A

DESCRIPTION OF HOST'S PROPERTY

Description of Host Property: Government Buildings and Properties

EV Charging Station Site Locations		
Address	Number of Chargers	Charger Type*
City Hall 208 1 st Ave NW, Faribault, MN	1 1	Level 2 DCFC 50kW
Fire Department 122 2 nd St. NW., Faribault, MN	1 1	Level 2 DCFC 50kW
Public Works 1200 Belview Ave, Faribault MN	1 1	Level 2 DCFC 50kW
North Alexander Park 1816 2 nd Ave. NW., Faribault, MN	1 1	Level 2 DCFC 50kW
Community Center 15 Division St. W., Faribault MN	1 1	Level 2 DCFC 50kW
Heritage Park 401 Heritage Pl., Faribault, MN	1 1	Level 2 DCFC 50kW

Exhibit B

UTILIZATION ANNUAL BONUS TABLE

**Revenue Share = Average Annual Utilization % - Utilization Threshold % x
Utilization Bonus**

Station	Utilization Bonus	Utilization Threshold %	Average Annual Utilization	Annual Utilization Bonus Payment
DCFC 50 kW	\$50	5%	1%	\$0.00
			2%	\$0.00
			3%	\$0.00
			4%	\$0.00
			5%	\$0.00
			6%	\$50.00
			7%	\$100.00
			8%	\$150.00
			9%	\$200.00
			10%	\$250.00
			11%	\$300.00
			12%	\$350.00
			13%	\$400.00
			14%	\$450.00
			15%	\$500.00
			16%	\$550.00
			17%	\$600.00
			18%	\$650.00
			19%	\$700.00
			20%	\$750.00
			etc...	etc..

Station	Utilization Bonus	Utilization Threshold %	Average Annual Utilization	Annual Utilization Bonus Payment
Dual-port pedestal Level 2	\$15	5%	1%	\$0.00
			2%	\$0.00
			3%	\$0.00
			4%	\$0.00
			5%	\$0.00
			6%	\$15.00
			7%	\$30.00
			8%	\$45.00
			9%	\$60.00
			10%	\$75.00

			11%	\$90.00
			12%	\$105.00
			13%	\$120.00
			14%	\$135.00
			15%	\$150.00
			16%	\$165.00
			17%	\$180.00
			18%	\$195.00
			19%	\$210.00
			20%	\$225.00
			etc...	etc..

Schedule I

IDENTIFICATION OF LOCATION OF LICENSED SPACE AND ELECTRIC VEHICLE CHARGING STATIONS

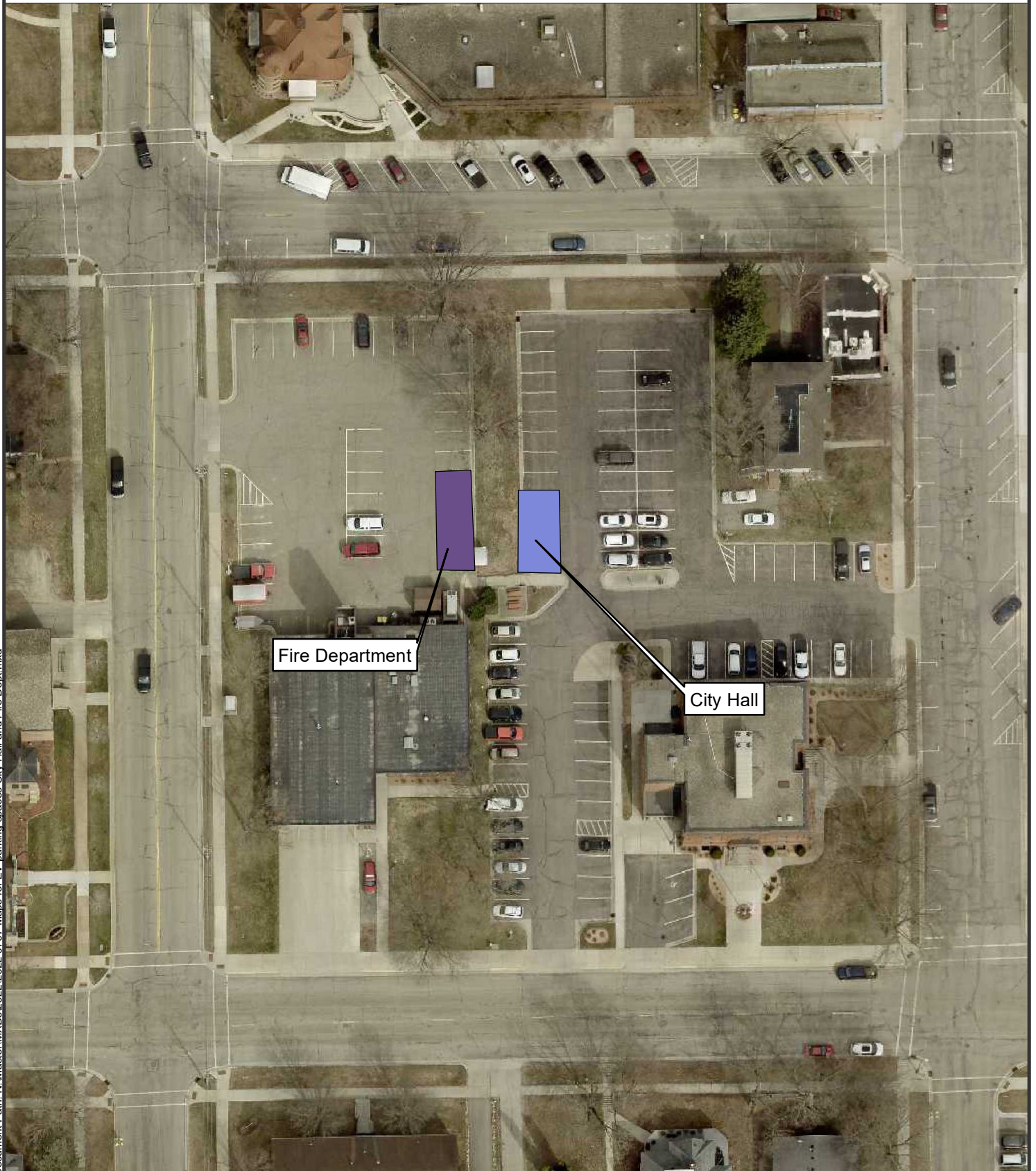
Carbon Solutions Group EV Charging in Faribault

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



EV Parking Spaces at the Fire Dept and City Hall

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



Document Path: N:\MasterMXDs\2022\2022 0707 Maps for EV parking spaces City Hall and Fire Dept.mxd

0 40 80 Feet
 1 inch = 67 feet



Building with EV Parking & # of Spaces

-  Fire Department, 4
-  City Hall, 4

EV Parking Spaces at the Community Center

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



0 90 180 Feet
1 inch = 138 feet



Building with EV Parking & # of Spaces

Community Center, 4

EV Parking Spaces at the Heritage Park

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



Document Path: N:\MasterMXDs\2022\2022 0707 Maps for EV parking spaces Heritage Park.mxd

0 40 80 Feet
1 inch = 67 feet



Building with EV Parking & # of Spaces

Heritage Park Heritage Park, 4

EV Parking Spaces at the North Alexander Park

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



Document Path: N:\MasterMXDs\2022\2022 0707 Maps for EV parking spaces North Alexander Park.mxd

0 100 200 Feet
1 inch = 146 feet

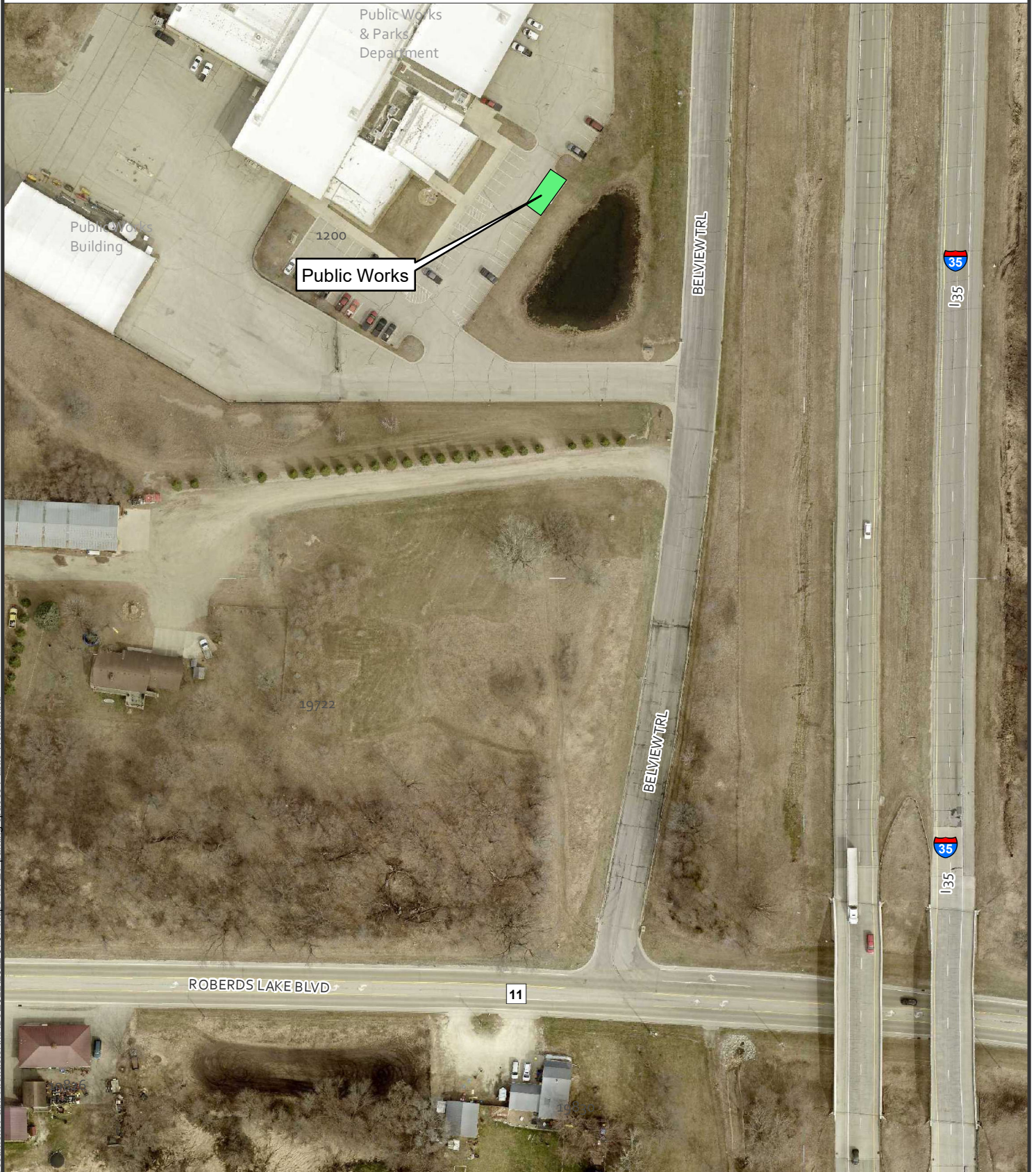


Building with EV Parking & # of Spaces

 North Alexander Park, 4

EV Parking Spaces at the Public Works

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



Building with EV Parking & # of Spaces

Public Works, 4



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: August 10, 2022
SUBJECT: Ordinance 2022-23 Vacate Unneeded Easements and Rights-of-Way South of the 1st Street NE Viaduct and East of Willow Street - Second Reading

Background:

The City proposes to vacate unneeded rights-of-way/easements in the area of the former VP Online site at 55 Willow Street to facilitate redevelopment of the area. The Planning Commission held a public hearing on July 18, 2022, to consider the proposed vacation. No one from the public provided comments, and the Commission recommended approval of the proposed vacation as outlined in the attached Ordinance 2022-23.

At its meeting on July 26, 2022, the City Council approved the first reading of this ordinance. No comments have been received and no substantive changes have been made since the first reading.

Recommendation:

Approve the Second Reading of Ordinance 2022-23 as presented

Attachments:

1. Ordinance 2022-23 Vacate Unneeded Easements and Rights-of-Way South of the 1st Street NE Viaduct and East of Willow Street - Second Reading

**CITY OF FARIBAULT
ORDINANCE No. 2022-23**

**VACATE UNNEEDED EASEMENTS AND RIGHTS-OF-WAY SOUTH OF THE 1ST STREET
NE VIADUCT AND EAST OF WILLOW STREET**

WHEREAS, the City of Faribault is the fee owner of land parcels adjacent to unneeded easements and rights-of-way south of the 1st Street NE viaduct and east of Willow Street in Faribault; and

WHEREAS, the City of Faribault wishes to vacate the unneeded easements and rights-of-way legally described in Exhibit A and graphically depicted in Exhibit B to facilitate the proposed RIVERCHASE ADDITION plat; and

WHEREAS, the proposed plat of RIVERCHASE ADDITION includes dedicated public street right-of-way and drainage and utility easements to serve the plat, thereby negating the need for the City of Faribault to maintain the easements and rights-of-way legally described in Exhibit A and graphically depicted in Exhibit B; and

WHEREAS, City Staff completed a review of the Applicant's vacation request and made a report to the Faribault Planning Commission, a copy of which has been presented to the Faribault City Council; and

WHEREAS, the Planning Commission, on July 18, 2022, following proper notice, held a public hearing to solicit public input on the proposed vacation of easements and rights-of-way, and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve the proposed vacation of easements and rights-of-way based on the following findings as required by Section 2-540 of the City's Unified Development Ordinance:

1. No private rights will be injured or endangered because of said vacation.
2. The public will not suffer loss or inconvenience because of said vacation.
3. No written objection was received, before the public hearing, from an adjacent property owner who did not join in the application; and

WHEREAS, at a public meeting on July 26, 2022, and a public meeting on August 10, 2022, the City Council considered the proposed vacation of easements and rights-of-way and concurred with the recommendations and findings of the Planning Commission as stated in the above recitals and hereby makes identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1. Vacation of the unneeded easements and rights-of-way.

The City Council hereby approves the vacation of the unneeded easements and rights-of-way legally described in Exhibit A and graphically depicted in Exhibit B.

Section 2. Findings and incorporation of recitals and exhibits. The recitals and exhibits incorporated in this ordinance constitute the City Council's written findings protecting the public's health, safety, and welfare.

Section 3. Authorization to take additional steps. The City Council hereby authorizes the Mayor, City Administrator, City Staff, and City Consultants to take any additional steps and actions necessary or convenient to accomplish the intent of this ordinance.

Section 4. Effective date of this ordinance. This ordinance takes effect and is in force after its passage and publication, per Section 3.05 of the City Charter.

Public Hearing: July 18, 2022

First Reading: July 26, 2022

Second Reading: August 10, 2022

Publication Date: August 17, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A
Legal Description of the
Proposed Easement and Rights-of Way Vacation

PROPOSED EASEMENT VACATION

(Per Doc. Nos. 457012 & 460744)

An easement for public right-of-way over, across, and under that portion of Block 8, Southern Addition to Faribault, Rice County, Minnesota, described as follows: Beginning at the Southwest corner of Lot 3, thence Easterly on the South line of Lot 3 a distance of 10 feet to the true point of beginning; thence Easterly along the South line of Lot 3, and an extension thereof, to a point in Lot 2 which is 51.5 feet Easterly of the Southeast corner of Lot 3; thence Northerly along a line which is parallel to and 51.5 feet Easterly of the East line of Lot 3, a distance of 25 feet, thence Westerly along a line which is parallel to and 25 feet Northerly of the South line of Lot 3 and the Easterly extension thereof, to the intersection with a line parallel to and 10 feet Easterly of the West line of Lot 3, thence Southerly along said parallel line to the true point of beginning.

PROPOSED MILL STREET VACATION

(Per Book G, Page 286)

Commencing on Front Street of said Town of Faribault on the North side of Lot One in Block Eight of South Faribault; thence running due South and including said Lot One in said in said Street, a distance of three hundred and eighty five (385) feet, at which point the said Street assumes a width of twenty five feet, instead of sixty six, the width throughout the above mentioned distance of three hundred and eighty five feet, and thence continues due south as before till it intersects Pine Street a distance of five hundred and forty feet, the width throughout the above mentioned five hundred and forty feet (540) being twenty five feet only.

EXCEPT the 25 foot wide portion previously vacated in Document No. 431446.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: August 10, 2022
SUBJECT: Approve Summary Publication of Ordinance 2022-23

Background:

Ordinance 2022-23 will take effect on the date of its publication in the official newspaper of the City of Faribault. Instead of publishing the full ordinance, the Faribault City Charter allows the City Council (with five affirmative votes) to approve a summary publication of the ordinance that informs the public of the intent and effect of the ordinance. Refer to the attached summary publication of Ordinance 2022-23.

Recommendation:

Approve Summary Publication of Ordinance 2022-23 as presented

Attachments:

1. Ordinance 2022-23 Summary Publication

**CITY OF FARIBAULT
ORDINANCE No. 2022-23**

**VACATE UNNEEDED EASEMENTS AND RIGHTS-OF-WAY SOUTH OF THE
1ST STREET NE VIADUCT AND EAST OF WILLOW STREET**

On August 10, 2022, The Faribault City Council adopted Ordinance 2022-23 which vacates unneeded easements and rights of way south of the 1st Street NE viaduct and east of Willow Street. The area is being platted as part of Riverchase Addition which will include new drainage and utility easements and public street right of way area, thereby negating the need for the easements and right of way area to be vacated by this ordinance.

A complete copy of the ordinance is on file at City Hall, 208 NW 1st Avenue, Faribault, Minnesota and is available for public review during normal business hours.

Public Hearing Date: July 18, 2022
First Reading Date: July 26, 2022
Second Reading Date: August 10, 2022
Publication Date: August 17, 2022



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: August 10, 2022
SUBJECT: Ordinance 2022-24 Rezone Property South of the 1st Street NE Viaduct and East of Willow Street from I-2, Heavy Industrial to CBD, Central Business District - Second Reading

Background:

Given the City's request to guide the entire RIVERCHASE ADDITION plat for "downtown" use, it is appropriate to rezone the property in the plat from I-2, Heavy Industrial, to CBD, Central Business District. The proposed residential uses in the plat are allowed with a conditional use permit. The proposed zoning is consistent with similar residential projects on the edge of the downtown area.

The Planning Commission held a public hearing on July 18, 2022, to consider the proposed rezoning. No one from the public provided comments, and the Commission recommended approval of the rezoning as outlined in the attached Ordinance 2022-24.

At its meeting of July 26, 2022, the City Council considered this matter and approved the first reading of this ordinance. Since the time of the first reading, no comments have been received from the public and no substantive changes have been made to the ordinance.

Recommendation:

Approve the second reading of Ordinance 2022-24 rezoning property south of the 1st Street NE viaduct and east of Willow Street from I-2, Heavy Industrial, to CBD, Central Business District

Attachments:

1. Ordinance 2022-24 Rezone Property South of the 1st Street NE Viaduct and East of Willow Street from I-2, Heavy Industrial to CBD

**CITY OF FARIBAULT
ORDINANCE No. 2022-24**

REZONE PROPERTY SOUTH OF THE 1ST STREET NE VIADUCT AND EAST OF WILLOW STREET FROM I-2, HEAVY INDUSTRIAL TO CBD, CENTRAL BUSINESS DISTRICT

WHEREAS, the City of Faribault (the "City") is the fee owner of land parcels in Faribault south of the 1st Street NE viaduct and east of Willow Street (the "Property"); and

WHEREAS, the City intends to plat the Property as RIVERCHASE ADDITION plat per Resolution 2022-153; and

WHEREAS, the City's Journey to 2040 Comprehensive Plan guides the Property for "downtown" use per Resolution 2022-154; and

WHEREAS, the City intends to rezone the Property in the proposed RIVERCHASE ADDITION plat from I-2, Heavy Industrial to CBD, Central Business District, as shown in Exhibit A; and

WHEREAS, the Planning Commission, on July 18, 2022, following proper notice, held a public hearing regarding the City's rezoning request; and

WHEREAS, the Planning Commission finds that it is appropriate to rezone the Property based on the following findings of the Planning Commission as required by Section 2-180 of the City's Unified Development Ordinance:

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

Finding: The proposed zoning is consistent with the City's Land Use Plan as outlined in Resolution 2022-154. The proposed zoning allows for "downtown" uses, including residential uses, consistent with the City's Comprehensive Plan policies.

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

Finding: It is in the public's best interest to strengthen the downtown area by rezoning the Property to CBD, Central Business District.

3. Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: The surrounding properties include commercial, parks, and residential uses. The proposed CBD, Central Business District zoning will not adversely affect the existing surrounding uses.

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

Finding: The City's Comprehensive Plan guides the Property for downtown uses. The City's Comprehensive Plan does not envision continued use of the property for industries. There are other locations in the city better suited for industrial uses.

5. Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: There is a trend to relocate existing industrial uses in or near the downtown area to industrial sites near Interstate Highway 35.

WHEREAS, the City Council held a public meeting on July 26, 2022, to consider approval of the first reading of Ordinance 2022-24; and

WHEREAS, the City Council also held a public meeting on August 10, 2022, to consider approval of the second reading of Ordinance 2022-24; and

WHEREAS, based on the City Staff report, the results of the public hearing, and the written findings of the Planning Commission, the City Council of the City of Faribault concurs with the written findings of the Planning Commission and makes the identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Approval of the Applicant's Rezoning Request. The City Council hereby rezones the Property described in the above recitals and graphically depicted in Exhibit A from I-2, Heavy Industrial to CBD, Central Business District. The effective date of the rezoning shall be as outlined in Section 2 of this resolution.

Section 2: Effective Date of the Rezoning. The rezoning approved by this ordinance shall not take effect until the RIVERVIEW ADDITION plat associated

with the subject property is recorded at Rice County and the summary publication of Ordinance 2022-24 has been published.

Section 3: Amendment of Zoning Map. The City of Faribault is not required to republish the Zoning Map to reflect the rezoning approved by this ordinance. However, the City Planner must appropriately indicate the amendment on the Official Zoning Map on file with the City Planner.

Section 4: Findings and Incorporation of Recitals and Exhibits. The recitals and exhibits incorporated in this ordinance constitute the City Council's written findings protecting the public's health, safety, and welfare.

Section 5: Authorization to take Additional Steps. The City Council hereby authorizes and directs the Mayor, City Staff, and City Consultants to take any additional steps and actions necessary and convenient to accomplish the intent of this ordinance.

Section 6: Effective Date. This ordinance is effective immediately upon its passage and publication per the City Charter.

Public Hearing:	July 18, 2022
First Reading:	July 26, 2022
Second Reading:	August 10, 2022
Published:	August 17, 2022

Faribault City Council

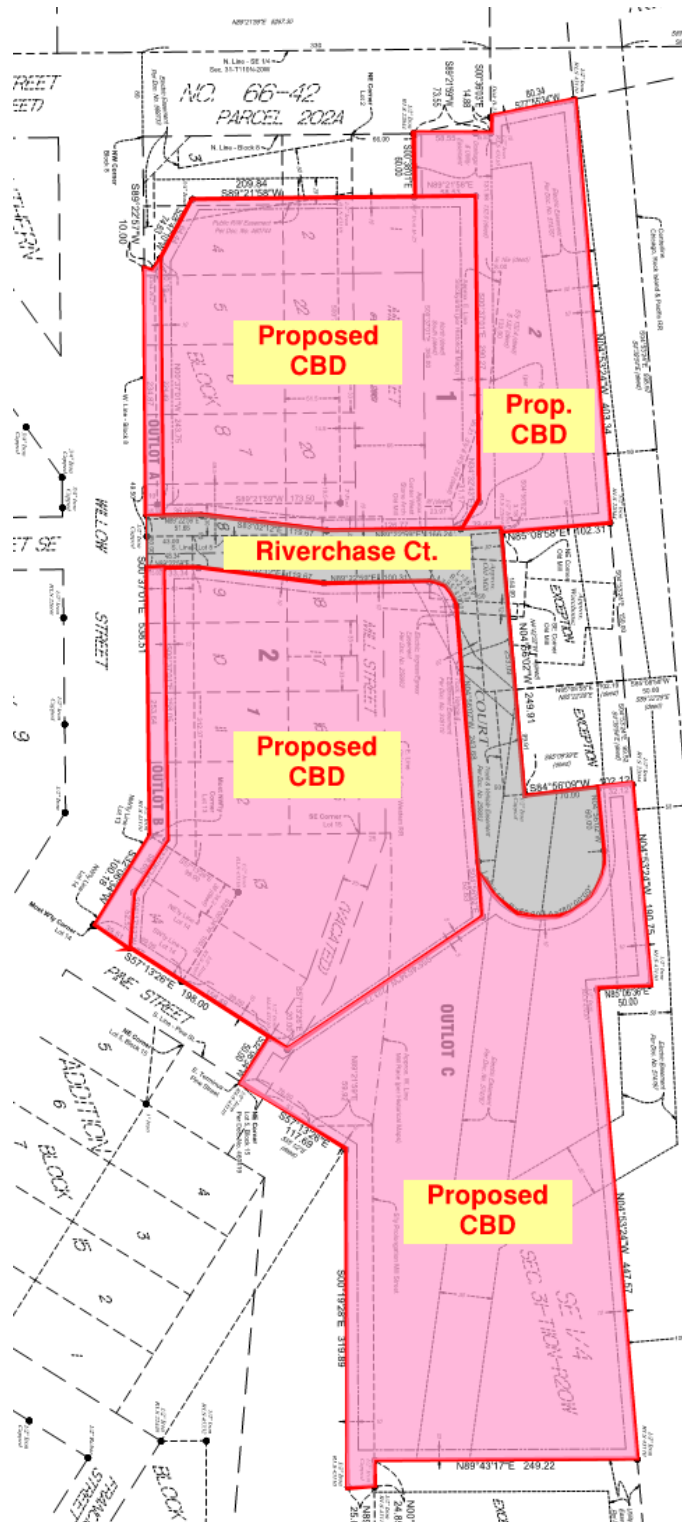
Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A

Map Showing the Proposed Zoning of the Subject Property after the Plat of CANNON RIVER VIEW is Recorded at Rice County





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: August 10, 2022
SUBJECT: Approve Summary Publication of Ordinance 2022-24

Background:

Ordinance 2022-24 will take effect on the date of its publication in the official newspaper of the City of Faribault. Instead of publishing the full ordinance, the Faribault City Charter allows the City Council (with five affirmative votes) to approve a summary publication of the ordinance that informs the public of the intent and effect of the ordinance. Refer to the attached summary publication of Ordinance 2022-24.

Recommendation:

Approve Summary Publication of Ordinance 2022-24 as presented

Attachments:

1. Ordinance 2022-24 Summary Publication

**CITY OF FARIBAULT
ORDINANCE No. 2022-24**

**REZONE PROPERTY SOUTH OF THE 1ST STREET NE VIADUCT AND EAST OF WILLOW
STREET FROM I-2, HEAVY INDUSTRIAL, TO CBD, CENTRAL BUSINESS DISTRICT**

On August 10, 2022, The Faribault City Council adopted Ordinance 2022-24 which rezones property south of the 1st Street NE Viaduct and east of Willow Street from I-2 Heavy Industrial District, to CBD Central Business District in accordance with this City's Journey to 2040 Comprehensive Plan. The rezoning of this site is associated with the development of the Riverchase Addition, residential development.

A complete copy of the ordinance is on file at City Hall, 208 NW 1st Avenue, Faribault, Minnesota and is available for public review during normal business hours.

Public Hearing Date: July 18, 2022
First Reading Date: July 26, 2022
Second Reading Date: August 10, 2022
Publication Date: August 17, 2022