



CITY COUNCIL AGENDA

The Council will be meeting at the Straight River Apartments (601 1st Ave NE)
for an optional tour at 5:30 pm.

COUNCIL CHAMBERS TUESDAY, AUGUST 23, 2022 6:00 PM
or immediately following the tour of the Straight River Apartments

- 1. Call to Order/Roll Call/Pledge of Allegiance**
- 2. Presentations/Introductions – None**
- 3. Approve Minutes of the August 10, 2022 City Council Meeting , the August 10 , 2022 Special City Council Meeting - Labor Negotiations and August 10, 2022 Special City Council Meeting - Property Negotiations**
 - A. Minutes of the August 10, 2022 City Council Meeting , the August 10 , 2022 Special City Council Meeting - Labor Negotiations and August 10, 2022 Special City Council Meeting - Property Negotiations
- 4. Consent Agenda**
 - A. List of Claims for Release
 - B. Approve Display of Fireworks/Pyrotechnic Special Effects Permit
 - C. Resolution 2022-177 Approve Cooperative Construction Agreement No. 1051240 with Minnesota Department of Transportation
 - D. Resolution 2022-178 Approving a Public Art – Mural Permit to Relocate the Tilt-a-Whirl Mural to the Paradise Center for the Arts at 321 Central Avenue
 - E. Resolution 2022-182 Approve Early Construction Agreement for MAB Addition
 - F. Resolution 2022-183 Authorizing Execution of a Sub-Grantee Agreement with KK&G Properties LLC Related to the DEED Contamination Cleanup Grant Contract for the Farmer Seed Redevelopment Project
 - G. Resolution 2022-179 Approve Hiring of Police Officer
 - H. Approve Release Agreement for Early Retirement
 - I. Resolution 2022-188 Approve Annexation Agreement Between City of Faribault and Steven E. Patee and Mary Ann D. Patee, and Paul W. Friesen and Wanda K. Friesen
 - J. Resolution 2022-189 Approve Development Agreement for CANNON RIVER VIEW
 - K. Approve Application for a 1 Day Consumption and Display Permit for the Faribault Area Chamber Trust
 - L. Resolution 2022-190 Authorize Payment as Recommended by the Charitable Gambling Board to the Morristown Gun Club
- 5. Requests to be Heard**
- 6. Public Hearings**

- A. Resolution 2022-186 Adopting a Modification to the Development Program for Development District No. 1; and Establishing Tax Increment Financing District No. 16: Farmer Seed Building Herein and Adopting a Tax Increment Financing Plan Therefor;
- B. Resolution 2022-187 Adopting a Modification to the Development Program for Development District No. 1; and Establishing Tax Increment Financing District No. 18: Willow Street Apartments Herein and Adopting a Tax Increment Financing Plan Therefor; Authorizing Interfund Loan

7. Items for Discussion

- A. Applications related to Platting and Rezoning Property for a Proposed Multi-Family Residential Development at the Southwest Corner of 17th Street SW and Willow Street
 - 1. Resolution 2022-184 Approve the Preliminary Plat and the Final Plat of FARIBAULT APARTMENTS
 - 2. Ordinance 2022-28 Rezone Property in the FARIBAULT APARTMENTS Plat to R-4, High-Density Residential, and PUD Overlay Zoning District #2022-28 - First Reading
- B. Resolution 2022-180 Approving a Conditional Use Permit to Move a Previously Occupied House to 310 Lind Street
- C. Resolution 2022-181 Approving a Conditional Use Permit to Allow a 1012 Square Foot Residential Garage at 610 4th Avenue SW
- D. Ordinance 2022-27 Rezone Property in the MIDWEST FIRST SUBDIVISION Plat to include PUD Overlay Zoning District #2022-27 - Second Reading
 - 1. Approve Summary Publication of Ordinance 2022-27
- E. Ordinance 2022-26 Rezone Property in the DIVINE MERCY CATHOLIC CHURCH Plat and the DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION Plat - Second Reading
 - 1. Approve Summary Publication of Ordinance 2022-26
- F. Resolution 2022-185 Approve a Conditional Use Permit for a Regional Stormwater Basin in the Wild and Scenic River Overlay District
- G. Ordinance 2022-29 Amend Sec. 2-7 of the City Code of Ordinances regarding the Salaries of the Mayor and Council Members - First Reading

8. Bids

- A. Resolution 2022-176 Accept Bids for 2022 Riverchase Court Improvements - Contract 2022-13

9. Boards and Commissions Reports, Announcements and Project Updates

- A. Monthly Financial Report

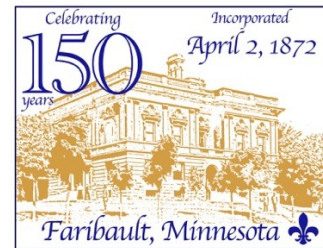
10. Adjournment

(The Council may meet as a group for dinner)

NOTE:

 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 AGENDA

COUNCIL CHAMBERS

WEDNESDAY, AUGUST 10, 2022

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

The regular meeting of the City Council was called to order by Vice Mayor Tom Spooner at 6:00 pm. Councilors Sara Caron, Royal Ross, Peter van Sluis, Tom Spooner, Janna Viscomi and Jon Wood were in attendance. Mayor Kevin Voracek arrived to the meeting at 6:24pm. 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, Parks and Recreation Director Paul Peanasky, and Human Resources Manager Kevin Bushard.

Presentations/Introductions – None

Approve minutes of the July 26, 2022 City Council Meeting

Motion by Ross, seconded by van Sluis to approve July 26, 2022 - City Council Meeting Minutes and carried unanimously.

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

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

Requests to be Heard

Chuck Jensen 216/218 Central Avenue on behalf of Darrell Jensen spoke to the Council regarding the structural issues at 216/218 Central Avenue and requested funds to assist in the repairs. City Administrator Tim Murray will work with the Mayor on next steps, whether that be adding this to a work session or sending it to staff to address.

Public Hearings

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

Community and Economic Development Director Deanna Kuennen informed the Council that 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 property recognizing it as a valuable location that could serve as a 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 in March 2022. Mr. Hamilton 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 re-platting the land, and intends to sell Lot 1 Block 1 of the Riverchase Addition to the Mr. Hamilton for this development. The Council acted on a number of items already for this project including the Preliminary and Final Plat; Vacation of unneeded easements and right-of-way; Comprehensive Plan amendment; Rezoning from I-2 to Central Business District; Conditional Use Permit for development within the Shoreland Management Overlay District and Conditional Use Permit for standalone multi-family housing

The total project costs are estimated to be \$12,950,000. Mr. Hamilton has prepared site plans and Planning and Zoning applications, and applied 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 Mr. Hamilton is proposing market-rate housing, an Economic Development-Workforce Housing district is being evaluated. Ehlers has evaluated the project details and the 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 Mr. Hamilton, the Project will require the full \$700,000 in TIF over the life of the district which is nine years.

Jason Aarsvold from Ehlers explained that the action expands the district boundaries of Development District 1, and is being done at this time for future districts that are currently outside of the district. The TIF Plan being discussed tonight will set forth the policies of this district. It identifies the geographic location of the project, it sets a maximum budget authority for TIF revenues and expenditures, it does not identify an amount of or grant any assistance to the developer, it just allows the City to set up the district, that is done through a separate agreement. It is established as an Economic Development TIF District-Workforce Housing, the City is able to do this based on its geographic location, apartment vacancy and support from local employers. The City was able to meet the requirements, therefore the TIF can pay for certain eligible project costs. This district is for a maximum of nine years.

The maximum budget for this is \$1,260,000 based on an assessed project value of \$9,630,000, that includes inflation and interest over the nine years, the actual assistance is about \$700,000. The pay is Pay-as-You-Go to the developer, meaning that Mr. Hamilton will need to come up with his own financing and the district will reimburse him from income that comes out of the district and includes a 10% allowance for City administration costs.

Mr. Aarsvold explained that Ehlers ran the "But For" test on this request. The "But For" test looks at the projections for the proposed project meets expectations in terms of costs, revenue, expenditures and financing. The analysis showed support for up to \$700,000 in support over nine years. The projected cash on cash return with out TIF would be 7%, with TIF it comes in at about 9.8%. The conclusion on this is that the project would not generate a sufficient return without TIF assistance and would not be feasible without TIF assistance, it meets the "But For" test. Providing up to \$700,000 in pay-as-you-go

TIF assistance over a maximum of nine years is supported for the project. Providing the requested assistance will provide for redevelopment of the site as workforce housing will not unduly enrich the developer.

Mr. Aarsvold reviewed the terms of the assistance for the project. He explained that the assistance will be in the form of pay-as-you-go TIF Note, meaning the developer will be paid back at 90% of the tax increment captured from the project. If the increment is not enough the City is not required to make up the shortfall that is done at the risk of the developer, there will be no up-front assistance from the City. The maximum duration for the TIF payments is nine years, however, if the not is not repaid by then, the City does not make up the difference.

Motion by Ross, seconded by Caron to open the public hearing and carried unanimously. The public hearing was opened at 6:22.

No comments from the public were made.

Motion by van Sluis, seconded by Wood to close the public hearing and carried unanimously. The public hearing was closed at 6:23 pm.

Items for Discussion

Ordinance 2022-25 Vacate a Certain Unused Drainage and Utility Easement on Lot 1, Block 1, Kuntze Addition - Second Reading and Approve Summary Publication of Ordinance 2022-25

Community and Economic Development Director Deanna Kuennen stated that since the first reading of Ordinance 2022-25, there have not been any substantive changes to the ordinance and the City has not received any public comments on this matter.

Motion by Ross, second by van Sluis to approve Ordinance 2022-25 Vacate a Certain Unused Drainage and Utility Easement on Lot 1, Block 1, Kuntze Addition - Second Reading

Roll Call Vote:

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

Nay:

Motion carried 7:0

Motion by Wood, seconded by Ross to approve Summary Publication of Ordinance 2022-25 and carried unanimously.

Resolution 2022-170 Approve the Preliminary Plat and the Final Plat of DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION and 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

Community and Economic Development Director Deanna Kuennen explained that Divine Mercy Catholic Church 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. Divine Mercy Catholic Church 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.

Kuennen explained that parkland dedication was addressed in the original DIVINE MERCY CATHOLIC CHURCH plat, therefore, no additional parkland dedication would be required for the THIRD ADDITION. However, the City Council may require that Divine Mercy Catholic Church deed, to the City, the required parkland identified in the original DIVINE MERCY CATHOLIC CHURCH plat before development of the proposed school, this will be discussed the 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 Divine Mercy Catholic Church 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. Divine Mercy

Catholic Church 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.

Kuennen further explained that the City Council recently adopted Ordinance 2022-12, which allows the former farmstead to remain and serve as a meeting or gathering place. Divine Mercy Catholic Church is now prepared to develop the school, albeit somewhat differently than what was approved in the 2007 PUD. Divine Mercy Catholic Church may no longer be interested in developing the senior housing. Given their requested changes to the 2007 PUD, 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. 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.

Motion by Wood, seconded by Ross to approve Resolution 2022-170 Approve the Preliminary Plat and the Final Plat of DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION and carried unanimously.

Motion by Ross, seconded by van Sluis to approve 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

Roll Call Vote:

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

Nay:

Motion carried 7:0.

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

Community and Economic Development Director Deanna Kuennen explained that KK&G Properties has been working 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, KK&G Properties received the required approvals to demolish several buildings on the site due to safety and other concerns and the City, working in conjunction with KK&G Properties, has successfully applied for and been awarded DEED Redevelopment and Contamination Cleanup Fund grants to assist with the abatement and reuse of the site.

KK&G Properties redevelopment plans include the removal of five 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.

Resolution 2022-171 Approves the Preliminary Plat and the Final Plat of MIDWEST FIRST SUBDIVISION plats the previously in-platted property and creates a separate lot for storage and for residential uses. It conforms with the requirements of the UDO and requires a Developer's Planning Agreement. It will also require cash in lieu of parkland dedication.

Resolution 2022-172 Approves CUP for Proposed MF Development on Lot 2, Block 1 MIDWEST FIRST SUBDIVISION. The property is zoned C-2 and requires a CUP for standalone residential uses. The building exceeds 3-stories or 42 feet in height, which is taller than other buildings in the area, however

is shorter than the former Farmer Seed and Nurse tower that was approved for demolition.

Resolution 2022-173 Approves Setback Variances for Proposed MF Development on Lot 2, Block 1 MIDWEST FIRST SUBDIVISION. The property requires a 25-foot setback from corner side lot lines. KK&G Properties requested variances to be 7-feet from corner side lot lines to accommodate the apartment, which is not out of character along the 4th Street NW corridor.

Ordinance 2022-27 will Rezone Property in MIDWEST FIRST SUBDIVISION Plat to Include PUD Overlay Zoning District – first reading. KK&G Properties requested a PUD to facilitate shared parking, circulation, stormwater management, and open space between the proposed uses. They are proposing to develop the property in one phase and will require shared parking and cross-access agreement and a Development Agreement.

The Planning Commission, at its meeting of August 1, 2022, held a public hearing to consider each of the 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.

Councilor Ross wanted to be sure that the developers are conscious of the finishes on the building as this is located on a thoroughfare. Kuennen explained that the developers are working with the HPC and Planning Department to put a mural on the building. Councilor Wood asked why the request for a 7-foot variance, Kuennen stated that it was to accommodate the building. Councilor Viscomi asked if the original project only included 24-units, Kuennen stated that it was initially two buildings, and 70-units. Viscomi also questioned the lack of green space, Kuennen stated that there is an opportunity to add green space where the memorial to the former building is going to be placed. Councilor Spooner was concerned about the parking, and lack of overflow parking. Councilor Caron stated that she was not in favor of this project. Mayor Voracek stated that he liked that the developers were taking their time to look at the building exterior to make it more attractive.

Motion by Ross, seconded by van Sluis to approve Resolution 2022-171 Approve the Preliminary Plat and the Final Plat of MIDWEST FIRST SUBDIVISION and carried 6:1 with Caron voting Nay.

Motion by van Sluis, seconded by Ross to approve Resolution 2022-172 Approve a Conditional Use Permit for a Proposed Multi-Family Residential Development on Lot 2, Block 1, MIDWEST FIRST SUBDIVISION and carried 6:1 with Caron voting Nay.

Motion by Wood, seconded by van Sluis to approve Resolution 2022-173 Approve Setback Variances for a Proposed Multi-Family Residential Development on Lot 2, Block 1, MIDWEST FIRST SUBDIVISION and carried 6:1 with Caron voting Nay.

Motion by van Sluis, seconded by Ross to approve Ordinance 2022-27 Rezone Property in the MIDWEST FIRST SUBDIVISION Plat to Include a PUD Overlay Zoning District - First Reading

Roll Call Vote:

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

Nay: Councilor Caron

Motion carried 6:1 with Caron voting Nay.

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

Community and Economic Development Director Deanna Kuennen explained that Staff 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.

Councilor Ross asked if the bonuses were per station or for the entire program, Kuennen stated that CSG would be paying the City a monthly fee per station and that the bonuses would be per station and in accordance with the agreement. Ross asked if Fire Chief Dienst was consulted on the location at the fire station, Sarah Shapiro, the Minnesota GreenCorps member working with the City, stated that she spoke with Chief Dienst and he selected the locations in that lot. Ross and Councilor Spooner both where we not in support of the station at the Public Works Building Kuennen explained that the station could be used by City staff to charge their vehicles. Councilor Viscomi asked of the intent was for employees and City-owned vehicles, Kuennen stated that they sites were selected by CSG and it is no cost to the City. Mayor Voracek stated that GMC is planning to bring charging stations into the City as well. Spooner requested that the station located in the City Hall parking lot be moved to the end of the parking lot.

Motion by Spooner, seconded by Viscomi to approve 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 and carried unanimously.

Ordinance 2022-23 Vacate Unneeded Easements and Rights-of-Way South of the 1st Street NE Viaduct and East of Willow Street - Second Reading and Approve Summary Publication of Ordinance 2022-23
Community and Economic Development Director Deanna Kuennen state that at its meeting on July 26, 2022, the City Council approved the first reading of Ordinance 2022-23. Since that time no comments have been received and no substantive changes have been made since the first reading.

Motion by van Sluis, seconded by Ross to approve Ordinance 2022-23 Vacate Unneeded Easements and Rights-of-Way South of the 1st Street NE Viaduct and East of Willow Street - Second Reading

Roll Call Vote:

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

Nay:

Motion carried 7:0

Motion by Ross, seconded by van Sluis to approve Summary Publication of Ordinance 2022-23 and carried unanimously.

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 and Approve Summary Publication of Ordinance 2022-24

Community and Economic Development Director Deanna Kuennen stated that at the July 26, 2022, City Council meeting, the City Council approved the first reading of Ordinance 2022-24. 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.

Motion by van Sluis, seconded by Caron 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 - Second Reading

Roll Call Vote:

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

Nay:

Motion carried 7:0

Motion by van Sluis, seconded by Caron to approve Summary Publication of Ordinance 2022-24 and carried unanimously.

Bids – None

Boards and Commissions Reports, Announcements and Project Updates

Councilor Spooner stated that the River Bend Ramble is on August 26, 2022 at Shattuck-St. Mary's. Councilor Viscomi asked if by approving items tonight, the City gave up the old pathway, City Administrator Tim Murray stated that the we are retaining the outlots with the trails. Councilor van Sluis

informed the Council that he will be gone for the next two meetings. Mayor Voracek invited everyone down to the Blue-Collar Festival at Teepee Tonka Park. There is a \$10.00 cover charge that gets you into the event for the weekend. There will be a grand opening celebration for the new Fleckenstein Bluffs Park on August 20, 2022 at 10:00am. Murray informed the Council that there will be a special joint meeting with the Rice County Commissioners next Tuesday and the work session will include presentations from the non-profits that have requested funding for 2023. There will also be two closed sessions following this meeting.

Adjournment

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

Meeting adjourned at 7:03pm.

Respectfully Submitted,

Heather Slechta
City Clerk



SPECIAL CITY COUNCIL MINUTES

PUBLIC MEETING ROOM

WEDNESDAY, AUGUST 10, 2022

The Special meeting of the City Council was called to order by Mayor Kevin Voracek at 7:10 pm. Councilors in attendance included Sara Caron, Royal Ross, Peter van Sluis, Tom Spooner and Jon Wood. Also in attendance was City Administrator Tim Murray and Police Chief John Sherwin.

Motion by Spooner, seconded by van Sluis to close the Special City Council meeting.

The meeting was closed at 7:10 pm.

The City Council held a Special Closed Meeting pursuant to Minnesota Statutes, Section 13D.03, subdivision I(b) on Wednesday, August 10, 2022, for the following purpose: To consider strategies for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiations proposals, conducted pursuant to Minnesota Statutes Sections 179A.01-179A.025.

Motion by Viscomi, seconded by Caron to open the Special City Council meeting.

The meeting was opened at 7:33 pm.

Adjournment

Motion by van Sluis, seconded by Wood to adjourn the meeting.

Meeting adjourned at 7:33 pm.

Respectfully Submitted,

Timothy C. Murray
City Administrator



SPECIAL CITY COUNCIL MINUTES

PUBLIC MEETING ROOM

WEDNESDAY AUGUST 10, 2022

The Special meeting of the City Council was called to order by Mayor Kevin Voracek at 7:35 pm. Councilors in attendance included Sara Caron, Royal Ross, Peter van Sluis, Tom Spooner, Janna Viscomi and Jon Wood. Also in attendance was City Administrator Tim Murray and City Engineer Mark DuChene.

Motion by Ross, seconded by Spooner to close the Special City Council meeting.

The meeting was closed at 7:36 pm.

The City Council held a Special Closed Meeting pursuant to Minnesota Statutes, Sections 13D.05, subdivision 3(c) and 13.44, subdivision 3, to conduct a closed City Council meeting concerning the property identified as Parcel ID 18.35.1.01.001 (hereinafter referred to as the "Property") and to consider strategies and to develop or consider offers or counteroffers for the purchase and/or sale of the Property and to review confidential appraisal information for the Property.

Motion by van Sluis, seconded by Caron to open the Special City Council meeting.

The meeting was opened at 7:49 pm.

Adjournment

Motion by Wood, seconded by van Slus to adjourn the meeting.

Meeting adjourned at 7:49 pm.

Respectfully Submitted,

Timothy C. Murray
City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Day, Finance Director
MEETING DATE: August 23, 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 \$2,586,966.97, which includes check numbers 175438 to 175500 and 175509 to 175576 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. 08-23-2022 Council AP List

AP
AP Council Approval 08-23-2022



User: astadler
Printed: 8/18/2022 2:11:53 PM

Check Num	Last Name	Acct 1	Amount	Description
175447	1st Line/Leewes Ventures LLC	101-45125-450-42990	359.00	Slush Flavoring for Resale at Aquatic Center
	1st Line/Leewes Ventures LLC		359.00	
0	A H Hermel Candy & Tobacco	101-45125-450-42990	478.90	Freezies/Candy/Hot Dogs for Resale at Aquatic Center
	A H Hermel Candy & Tobacco		478.90	
175448	Airgas USA LLC	602-49450-000-42110	251.48	Gas Monitor Calibration Gas
	Airgas USA LLC		251.48	
175449	Amazon Capital Services	101-45140-450-42110	36.30	Fun Center Supplies
175449	Amazon Capital Services	101-42220-420-42110	53.98	Batteries
175449	Amazon Capital Services	101-45200-450-42210	454.70	Replacement Cameras for Garbage Truck
175449	Amazon Capital Services	101-45500-450-42190	82.93	Books
175449	Amazon Capital Services	101-45125-450-42110	17.98	Fly Swatters at Aquatic Center
175449	Amazon Capital Services	101-45500-450-43130	21.19	Sew-On Velcro Tape/Iron On Fusible Interfacing
175449	Amazon Capital Services	101-45500-450-43130	8.99	Velcro Sticky Back Coins
175449	Amazon Capital Services	101-45500-450-42190	16.20	Book
175449	Amazon Capital Services	101-45500-450-42010	26.78	Label Tape for Label Maker
175449	Amazon Capital Services	602-49480-000-42410	30.61	Drill Bit
175449	Amazon Capital Services	101-45500-450-43130	26.98	Magnatab and Replacement Pen Magnet
175449	Amazon Capital Services	101-45500-450-42190	7.33	Books
175449	Amazon Capital Services	101-45500-450-42190	28.93	Books
175449	Amazon Capital Services	101-45500-450-42190	12.59	Books
	Amazon Capital Services		825.49	
175450	American Red Cross	101-45130-450-43131	35.00	Civic Certificate Red Cross Course Fee
	American Red Cross		35.00	

Check Numb	Last Name	Acct 1	Amount	Description
175451	Anderka Orland	101-45200-450-44050	8,770.00	Concrete Work - Bell Field
	Anderka Orland		8,770.00	
0	APG Media of Southern Minnesota LLC	267-46500-462-43070	59.40	TIF Annual Disclosure Publication For 12-31-2021
0	APG Media of Southern Minnesota LLC	270-46500-462-43070	59.40	TIF Annual Disclosure Publication For 12-31-2021
0	APG Media of Southern Minnesota LLC	263-46500-462-43070	59.40	TIF Annual Disclosure Publication For 12-31-2021
0	APG Media of Southern Minnesota LLC	271-46500-462-43070	59.40	TIF Annual Disclosure Publication For 12-31-2021
0	APG Media of Southern Minnesota LLC	272-46500-462-43070	59.40	TIF Annual Disclosure Publication For 12-31-2021
	APG Media of Southern Minnesota LLC		297.00	
0	Arrow Electric LLC	602-49450-000-44045	92.00	Hwy 60 Sanitary Sewer Lift Station Repair
0	Arrow Electric LLC	101-43121-430-44010	2,791.69	Repair Lights And Outlets PWP
0	Arrow Electric LLC	602-49450-000-44010	290.54	Repair Lights And Outlets PWP
0	Arrow Electric LLC	603-49500-000-44010	41.31	Repair Lights And Outlets PWP
0	Arrow Electric LLC	101-42110-420-44010	270.46	Convert Fluorescent Light Fixtures to LED-Police
0	Arrow Electric LLC	601-49430-000-44010	290.54	Repair Lights And Outlets PWP
0	Arrow Electric LLC	101-45122-450-44010	3,219.02	Retro Fit Light Fixture to LED & Replace Lights
	Arrow Electric LLC		6,995.56	
0	Auto Value Parts Store	101-43126-430-42110	169.90	Floor Dry - Shop
	Auto Value Parts Store		169.90	
175452	Baker & Taylor Entertainment	101-45500-450-42190	18.17	Books
175452	Baker & Taylor Entertainment	101-45500-450-42190	455.17	Books
175452	Baker & Taylor Entertainment	101-45500-450-42190	169.33	Books
175452	Baker & Taylor Entertainment	101-45500-450-42190	151.41	Books
175452	Baker & Taylor Entertainment	101-45500-450-42190	337.18	Books
175452	Baker & Taylor Entertainment	101-45500-450-42190	9.08	Books
175452	Baker & Taylor Entertainment	101-45500-450-42190	35.93	Books
175452	Baker & Taylor Entertainment	101-45500-450-42190	120.99	Books
175452	Baker & Taylor Entertainment	101-45500-450-42190	552.10	Books
175452	Baker & Taylor Entertainment	101-45500-450-42190	382.30	Books
175452	Baker & Taylor Entertainment	101-45500-450-42190	285.17	Books
	Baker & Taylor Entertainment		2,516.83	
0	BCM Construction Inc	601-49430-000-44050	2,100.00	Watermain Repair 20th St @ Lyndale Ave

Check Numb	Last Name	Acct 1	Amount	Description
	BCM Construction Inc		2,100.00	
0	Berg-Johnson Associates Inc	602-49480-000-42170	719.64	Explosive Gas Sensor
	Berg-Johnson Associates Inc		719.64	
0	BGMN Inc	101-43121-430-42210	75.77	Engine Service Kit - Street #418
0	BGMN Inc	101-43121-430-42210	145.67	Grease For Stock
0	BGMN Inc	101-42123-420-42210	36.42	Grease For Stock
0	BGMN Inc	101-45200-450-42210	72.83	Grease For Stock
0	BGMN Inc	601-49430-000-42210	54.63	Grease For Stock
0	BGMN Inc	602-49450-000-42210	54.63	Grease For Stock
	BGMN Inc		439.95	
175453	Bohnstengel James	601-00000-000-20200	27.92	Refund Check 013034-001, 1008 Division St E
	Bohnstengel James		27.92	
175454	Caldwell Tanks, Inc.	601-49430-000-45300	264,750.74	(2019-12A) Pay Request 3
	Caldwell Tanks, Inc.		264,750.74	
175455	Canon Financial Services Inc	602-49480-000-44160	11.46	Public Works Copier Rent 8/1/2022-8/31/2022
175455	Canon Financial Services Inc	603-49500-000-44160	1.63	Public Works Copier Rent 8/1/2022-8/31/2022
175455	Canon Financial Services Inc	101-43121-430-44160	110.14	Public Works Copier Rent 8/1/2022-8/31/2022
175455	Canon Financial Services Inc	101-42210-420-44160	68.46	Copy Machine Contract Charges
175455	Canon Financial Services Inc	101-41940-410-44160	224.41	Copier Lease
175455	Canon Financial Services Inc	602-49450-000-44160	11.46	Public Works Copier Rent 8/1/2022-8/31/2022
175455	Canon Financial Services Inc	101-42124-420-44160	201.90	Copier Leases
	Canon Financial Services Inc		629.46	
175456	Cemstone Products Co Inc	101-45200-450-44050	651.50	Concrete (Shelter Sidewalk)
175456	Cemstone Products Co Inc	101-45200-450-44050	375.00	Cement for Mowing Strip at Bell Field
175456	Cemstone Products Co Inc	603-49500-000-42240	420.50	Concrete For Storm Sewer Repair
	Cemstone Products Co Inc		1,447.00	
175457	CenturyLink	902-00000-000-23935	302.10	Monthly Phone Bill
175457	CenturyLink	225-49810-430-43210	58.82	507-334-3495 952 Airport
175457	CenturyLink	225-49810-430-43210	58.82	507-334-7494 946 Airport

Check Numb	Last Name	Acct 1	Amount	Description
175457	CenturyLink	101-41940-410-43210	325.00	City Hall - August
175457	CenturyLink	101-42210-420-43210	125.64	507-334-0486 496
175457	CenturyLink	902-00000-000-23935	-302.10	507 Z01-0018 863 Monthly Phone Bill
175457	CenturyLink	101-41940-410-43210	58.82	507-334-8409 948
175458	CenturyLink	101-41940-410-43210	12.87	Monthly Phone Bill - July
	CenturyLink		639.97	
175459	Chadderdon Lumber	101-45200-450-42110	65.70	2 x 4 Boards
175459	Chadderdon Lumber	603-49500-000-42110	237.95	Plywood For Storm Sewer Repair
	Chadderdon Lumber		303.65	
0	Cintas Corporation	101-45200-450-44060	30.95	Laundry
0	Cintas Corporation	101-43126-430-44060	6.20	Shop Towels
0	Cintas Corporation	602-49480-000-44060	27.03	Lab Towels Floor Mats
0	Cintas Corporation	602-49480-000-44060	30.45	Uniform Laundry
0	Cintas Corporation	101-43121-430-44060	25.88	Uniform Cleaning Streets
0	Cintas Corporation	602-49450-000-44060	15.50	Uniform Cleaning Sewer
0	Cintas Corporation	101-43126-430-44060	65.20	Uniform Cleaning Mechanics
0	Cintas Corporation	101-45200-450-44060	30.95	Laundry
0	Cintas Corporation	601-49430-000-44060	22.83	Uniform Cleaning Water
0	Cintas Corporation	603-49500-000-44060	6.36	Uniform Cleaning Stormwater
0	Cintas Corporation	898-46310-000-42110	2.00	Hand Sanitizer
0	Cintas Corporation	602-49480-000-44060	15.63	Lab Towels Floor Mats
0	Cintas Corporation	898-46310-000-44010	24.00	Sanitizer Service
0	Cintas Corporation	898-46310-000-44060	46.41	Mats
0	Cintas Corporation	101-45122-450-44060	14.62	Mops Laundry Service
0	Cintas Corporation	602-49480-000-44060	30.45	Uniform Laundry
0	Cintas Corporation	603-49500-000-44060	7.92	Uniform Cleaning Storm Water
0	Cintas Corporation	101-45200-450-44060	30.95	Laundry Service Uniforms
0	Cintas Corporation	101-43121-430-44060	28.78	Uniform Cleaning Streets
0	Cintas Corporation	602-49450-000-44060	15.19	Uniform Cleaning Sewer
0	Cintas Corporation	601-49430-000-44060	21.58	Uniform Cleaning Water
0	Cintas Corporation	101-43126-430-44060	9.68	Uniform Cleaning Mechanics
	Cintas Corporation		508.56	
175460	City of Faribault	902-00000-000-23935	-8,678.89	Water/Sewer-July
175460	City of Faribault	602-49480-000-43820	2,284.71	005003-023 214 14 St NE
175460	City of Faribault	241-46330-461-43820	13.12	005090-003 1528 Western Ave
175460	City of Faribault	241-46330-461-43820	13.11	005090-016 1814 Shumway Ave
175460	City of Faribault	241-46330-461-43820	13.11	005090-001 920 1 St SW

Check Numb	Last Name	Acct 1	Amount	Description
175460	City of Faribault	241-46330-461-43820	13.11	005090-004 1818 Shumway Ave
175460	City of Faribault	101-45127-450-43850	12.03	005003-043 705 17 St SW
175460	City of Faribault	602-49480-000-43860	224.31	005003-019 214 14 St NE
175460	City of Faribault	902-00000-000-23935	8,678.89	Water/Sewer-July
175460	City of Faribault	101-45127-450-43820	2,365.31	005003-030 705 17 St SW-Irrigation
175460	City of Faribault	241-46330-461-43820	13.11	005090-000 910 1 St SW
175460	City of Faribault	211-46310-460-43860	6.53	005003-000 16 1 St SE
175460	City of Faribault	225-49810-430-43820	18.06	005003-004 3401 Hwy 21 W
175460	City of Faribault	241-46330-461-43820	13.12	005090-007 1806 Shumway Ave
175460	City of Faribault	211-46310-460-43850	29.23	005003-000 16 1 St SE
175460	City of Faribault	898-46310-000-43850	438.58	014197-000 1324 Prairie Ave
175460	City of Faribault	898-46310-000-43820	256.60	014197-000 1324 Prairie Ave
175460	City of Faribault	241-46330-461-43860	21.88	005090-000 910 1 St SW
175460	City of Faribault	101-45127-450-43820	25.84	005003-043 705 17 St SW
175460	City of Faribault	602-49480-000-43820	13.11	005003-022 214 14 St NE
175460	City of Faribault	101-45127-450-43860	36.11	005003-043 705 17 St SW
175460	City of Faribault	898-46310-000-43860	78.75	014197-000 1324 Prairie Ave
175460	City of Faribault	241-46330-461-43860	43.95	005090-026 1526 Western Ave
175460	City of Faribault	602-49480-000-43820	2,123.23	005003-019 214 14 St NE
175460	City of Faribault	601-49430-000-43850	239.51	005003-032 812 8 Ave NW (New Water Plant)
175460	City of Faribault	241-46330-461-43820	13.13	005090-006 1810 Shumway Ave
175460	City of Faribault	225-49810-430-43860	272.17	005003-004 3401 Hwy 21 W
175460	City of Faribault	241-46330-461-43860	23.70	005090-007 1806 Shumway Ave
175460	City of Faribault	211-46310-460-43820	24.28	005003-000 16 1 St SE
175460	City of Faribault	225-49810-430-43850	8.32	005003-005 Airport Terminal
175460	City of Faribault	225-49810-430-43850	14.65	005003-004 3401 Hwy 21 W
175460	City of Faribault	241-46330-461-43820	13.11	005090-026 1526 Western Ave
175460	City of Faribault	225-49810-430-43820	13.11	005003-005 Airport Terminal
175460	City of Faribault	873-49499-000-43090	594.00	Roberds Lake Billing Fee - July
175460	City of Faribault	873-49499-000-43850	4,938.50	Roberds Lake SIU Bill & SAC Fee- July
	City of Faribault		14,211.39	
0	CivicPlus	101-41110-410-43090	17.10	Closed Captioning
	CivicPlus		17.10	
0	CoLibri System	101-45500-450-42010	567.94	Book Covers
	CoLibri System		567.94	
175440	Colonial Life	101-00000-000-21711	80.00	PR Batch 00516.08.2022 Short Term Disability

Check Numb	Last Name	Acct 1	Amount	Description
	Colonial Life		80.00	
175462	Community Co-op Oil Assn	101-42210-420-42230	425.57	85 Gallons Diesel Fuel for Generator
175461	Community Co-op Oil Assn	101-43121-430-42110	10.90	Gas For Blowers
175461	Community Co-op Oil Assn	101-43170-430-42110	11.00	Painter Gas
175461	Community Co-op Oil Assn	101-43121-430-43840	80.00	Disposal of Tires Found on Street
175461	Community Co-op Oil Assn	101-45200-450-42220	109.95	Tire
175461	Community Co-op Oil Assn	101-43170-430-42110	10.22	Painter Gas
175461	Community Co-op Oil Assn	101-42220-420-42120	-4.66	Credit for Fuel Tax Charged on Fuel at C-Store
175461	Community Co-op Oil Assn	101-45122-450-42120	45.00	Mower Gas
175461	Community Co-op Oil Assn	101-43170-430-42110	-0.74	Credit for Fuel Tax Charged on Fuel at C-Store
175461	Community Co-op Oil Assn	101-45122-450-42120	-1.62	Credit for Fuel Tax Charged on Fuel at C-Store
175461	Community Co-op Oil Assn	101-43121-430-42110	-0.37	Credit for Fuel Tax Charged on Fuel at C-Store
175461	Community Co-op Oil Assn	601-49430-000-42120	-0.92	Credit for Fuel Tax Charged on Fuel at C-Store
175461	Community Co-op Oil Assn	101-43121-430-44040	56.75	Tire Repair - Street #526
175461	Community Co-op Oil Assn	101-00000-000-15520	11,970.00	Diesel Fuel for Vehicles and Equipment
175461	Community Co-op Oil Assn	101-00000-000-15520	15,303.06	Unleaded Fuel for Vehicles and Equipment
175461	Community Co-op Oil Assn	101-45200-450-44040	22.00	Tire Repair Parks #27
175461	Community Co-op Oil Assn	101-42220-420-42120	14.70	Fuel
175461	Community Co-op Oil Assn	601-49430-000-44040	24.95	Tire Repair Unit 25
175461	Community Co-op Oil Assn	601-49430-000-42210	38.00	Tire Tube Unit 21
175461	Community Co-op Oil Assn	101-45122-450-42120	50.00	Lawn Mower Gas
175461	Community Co-op Oil Assn	101-45200-450-44040	9.95	Repair Tire Parks #15
	Community Co-op Oil Assn		28,173.74	
175463	Consolidated Communications	601-49430-000-43250	74.69	Water Plant DSL w/ Static IP
175463	Consolidated Communications	101-41940-410-43250	229.88	City Hall Metro Line
175463	Consolidated Communications	902-00000-000-23935	904.91	Consolidated Monthly Subscription
175463	Consolidated Communications	902-00000-000-23935	-904.91	Consolidated Communications
175463	Consolidated Communications	101-42110-420-43210	586.55	Police Phone Services and Long Distance Fees
175463	Consolidated Communications	101-41110-410-43250	13.79	Council Chambers TV Services
	Consolidated Communications		904.91	
175464	Continental Research Corporation	602-49480-000-42130	271.10	Oil
	Continental Research Corporation		271.10	
175465	Core & Main LP	601-49430-000-42110	1,487.41	IPearl Meters

Check Numb	Last Name	Acct 1	Amount	Description
	Core & Main LP		1,487.41	
0	Crane Creek Asphalt	473-43121-430-45302	414,898.89	(2022-02) Pay Request 3
0	Crane Creek Asphalt	101-43121-430-42240	115.52	Asphalt For Street Patching
	Crane Creek Asphalt		415,014.41	
175466	Creative Co-Op	101-42110-420-42230	56.00	55 Gallon Bags - Tall Kitchen Bags
	Creative Co-Op		56.00	
0	Daikin Applied Americas Inc	290-46500-462-44600	750,000.00	MN Investment Fund - Daikin CDAP-18-0010-H-FY18
	Daikin Applied Americas Inc		750,000.00	
0	Dakota Supply Group	101-45500-450-42230	300.62	Piping for Rooftop Drainage at Library
0	Dakota Supply Group	601-49430-000-42110	1,605.94	Water Meter Parts
0	Dakota Supply Group	101-45500-450-42230	288.00	PVC Piping for Rooftop Drainage at Library
	Dakota Supply Group		2,194.56	
175467	Davids Hydro Vac	601-00000-000-20200	34.86	AR Refund-Water Fill Station
	Davids Hydro Vac		34.86	
175468	Dufours Cleaners	101-42220-420-42180	50.00	Add Velcro and Reflectors to Turnout Coats
	Dufours Cleaners		50.00	
0	Eckberg Lammers PC	101-41610-410-43045	12,654.35	Monthly Retainer
	Eckberg Lammers PC		12,654.35	
175469	Ehlers & Associates Inc	263-46500-462-43070	422.50	Annual TIF Reporting to OSA
175469	Ehlers & Associates Inc	266-46500-462-43070	422.50	Annual TIF Reporting to OSA
175469	Ehlers & Associates Inc	270-46500-462-43070	422.50	Annual TIF Reporting to OSA
175469	Ehlers & Associates Inc	272-46500-462-43070	422.50	Annual TIF Reporting to OSA
175469	Ehlers & Associates Inc	267-46500-462-43070	422.50	Annual TIF Reporting to OSA
175469	Ehlers & Associates Inc	271-46500-462-43070	422.50	Annual TIF Reporting to OSA
	Ehlers & Associates Inc		2,535.00	

Check Num	Last Name	Acct 1	Amount	Description
175470	Environmental Equipment & Service	101-43121-430-42210	1,028.00	Hydraulic Motor/Rocker Switch Components - Street #317
	Environmental Equipment & Service		1,028.00	
175471	Fairway Investments LLC	601-00000-000-20200	14.41	Reissue Ck #170929 Refund 019894-0002/628 3 St SW
	Fairway Investments LLC		14.41	
0	Falkstone LLC	101-43121-430-42240	5,456.10	Sealcoat Rock
0	Falkstone LLC	101-43121-430-42240	515.75	Sealcoat Rock
	Falkstone LLC		5,971.85	
175472	Fame Awards	101-41320-410-42010	31.50	Name Plate-Office Door & Name Tags H Slechta
	Fame Awards		31.50	
175473	Fareway Stores Inc #126	101-41410-410-42110	6.76	Water for Election Judges
175473	Fareway Stores Inc #126	101-41940-410-42115	77.44	Paper Towels and Coffee
	Fareway Stores Inc #126		84.20	
175474	Faribault Ace Hardware	101-45200-450-42110	10.02	Nuts/Bolts
175474	Faribault Ace Hardware	101-45200-450-42110	80.99	Mop Bucket
175474	Faribault Ace Hardware	101-42110-420-42230	67.49	Umbrella
175474	Faribault Ace Hardware	101-43126-430-42110	10.76	Distilled Water - Shop #315
175474	Faribault Ace Hardware	101-42110-420-42230	30.59	Round Up
175474	Faribault Ace Hardware	101-42220-420-42110	7.19	Clear Tape Roll
175474	Faribault Ace Hardware	602-49480-000-42110	48.12	Cleaning Supplies
175474	Faribault Ace Hardware	241-46330-461-42110	20.69	1814 Shumway Garage Weatherstrip
175474	Faribault Ace Hardware	602-49480-000-42110	10.79	Gasket Maker
175474	Faribault Ace Hardware	101-45500-450-42110	35.05	Cleaners/Utility Knife/Scouring Pads for Library
175474	Faribault Ace Hardware	101-45200-450-42110	3.59	PVC Pipe Fitting
175474	Faribault Ace Hardware	602-49480-000-42110	44.99	Toilet Paper
175474	Faribault Ace Hardware	101-45200-450-42110	15.77	Dish Soap & Windex
175474	Faribault Ace Hardware	101-45200-450-42410	353.94	Cordless Drill/Hammer
175474	Faribault Ace Hardware	101-43170-430-42110	29.69	Cable for Printer
175474	Faribault Ace Hardware	602-49480-000-42110	17.09	Hole Saw Bit
175474	Faribault Ace Hardware	602-49450-000-42110	35.98	Hole Saw Bits
175474	Faribault Ace Hardware	101-45200-450-42110	15.72	Pail/Silicone/Brush Set
175474	Faribault Ace Hardware	101-45200-450-42110	17.99	Garbage Bags
175474	Faribault Ace Hardware	101-45126-450-42410	99.99	Hand Truck
175474	Faribault Ace Hardware	101-45500-450-42110	26.99	Garbage Can Liners for Library

Check Numb	Last Name	Acct 1	Amount	Description
175474	Faribault Ace Hardware	101-45122-450-42230	34.60	Cleaners/Shower Rings/Shower Liner and Shower Rod
	Faribault Ace Hardware		1,018.03	
175475	Faribault Area Senior Citizens Inc	101-41110-410-44383	21,500.00	Non-Profit/Civic Org. Funding - 2nd Half
	Faribault Area Senior Citizens Inc		21,500.00	
175476	Faribault Community Festivals, Inc.	101-41110-410-44383	13,169.27	Heritage Days 150th Anniversary Reimbursement
	Faribault Community Festivals, Inc.		13,169.27	
0	Faribault Fleet Supply Inc	101-45200-450-42110	14.99	Screw Extractor Set
0	Faribault Fleet Supply Inc	101-43121-430-42410	22.99	3/8" Ratchet
0	Faribault Fleet Supply Inc	101-45200-450-42110	1.81	Bolts/Washers
0	Faribault Fleet Supply Inc	101-45200-450-42110	13.67	Paint
0	Faribault Fleet Supply Inc	101-45200-450-42110	16.98	Adhesive
0	Faribault Fleet Supply Inc	101-45200-450-42110	28.28	Concrete/Ant Poison/Putty Knife
0	Faribault Fleet Supply Inc	101-45200-450-42110	12.53	Conduit Hanger and Hardware
0	Faribault Fleet Supply Inc	101-41940-410-42230	21.47	Toggle Switch and Covers
0	Faribault Fleet Supply Inc	101-43170-430-42110	21.99	Painter Gas
0	Faribault Fleet Supply Inc	101-45200-450-42110	286.16	Cleaning Supplies
0	Faribault Fleet Supply Inc	601-49430-000-42110	41.98	Oats For Cover Seeding
0	Faribault Fleet Supply Inc	101-41940-410-42110	13.98	Tape
	Faribault Fleet Supply Inc		496.83	
175438	Faribault Post Office	603-49500-000-44390	183.34	1st Class Annual Permit Fee
175438	Faribault Post Office	602-49480-000-44390	183.33	1st Class Annual Permit Fee
175438	Faribault Post Office	601-49430-000-44390	183.33	1st Class Annual Permit Fee
175477	Faribault Post Office	603-49500-000-43220	1,138.33	Utility Billing Postage
175477	Faribault Post Office	602-49480-000-43220	1,138.34	Utility Billing Postage
175477	Faribault Post Office	601-49430-000-43220	1,138.34	Utility Billing Postage
	Faribault Post Office		3,965.01	
175478	Faribault Rental Equipment Inc	101-45200-450-44160	270.00	Mini Hoe Rental
	Faribault Rental Equipment Inc		270.00	
175479	Farm and Home Publishers Ltd	101-45500-450-42190	65.00	Books

Check Numb	Last Name	Acct 1	Amount	Description
	Farm and Home Publishers Ltd		65.00	
0	Fastenal Company	101-45200-450-42210	7.26	Nuts and Bolts for Stock
0	Fastenal Company	101-43121-430-42210	14.49	Nuts and Bolts for Stock
0	Fastenal Company	101-42123-420-42210	3.62	Nuts and Bolts for Stock
0	Fastenal Company	601-49430-000-42210	5.43	Nuts and Bolts for Stock
0	Fastenal Company	602-49450-000-42210	5.43	Nuts and Bolts for Stock
	Fastenal Company		36.23	
175480	Ferguson Enterprises Inc. #1657	101-45200-450-42230	60.00	Water Faucet Handles-Parks
	Ferguson Enterprises Inc. #1657		60.00	
0	Fette Electronics Inc	101-42110-420-44010	150.00	Reset and Repair Access System
0	Fette Electronics Inc	603-49500-000-44010	22.74	Replace and Program Door Panel Boards
0	Fette Electronics Inc	602-49450-000-44010	159.99	Replace and Program Door Panel Boards
0	Fette Electronics Inc	601-49430-000-44010	159.99	Replace and Program Door Panel Boards
0	Fette Electronics Inc	101-43121-430-44010	1,537.28	Replace and Program Door Panel Boards
0	Fette Electronics Inc	101-42110-420-44010	680.00	Replace Backup Batteries/ With Un-Interruptable Power Supply (UP
0	Fette Electronics Inc	101-45130-450-42110	7.98	Adapters Program Music at Central Park - Spirit Team
	Fette Electronics Inc		2,717.98	
175481	Fieldstone Family Homes	101-00000-000-22000	3,000.00	Release Escrow-2105 Violet Lane/1130 & 1225 Ivy Way
175481	Fieldstone Family Homes	101-00000-000-22000	1,000.00	Escrow Release for 2120 Goldenray
	Fieldstone Family Homes		4,000.00	
175482	Flores Amber & Camilo	601-00000-000-20200	75.44	Refund Check 020429-003, 718 Rose Dr
	Flores Amber & Camilo		75.44	
175483	Gilligan Linda	601-00000-000-20200	49.10	Refund Check 019921-000, 438 Park Ave
	Gilligan Linda		49.10	
175484	Glenn's Service LLC	101-42121-420-43090	111.80	Tow '01 Toyota Koester Ct Northfield to FPD Storage Facility / 2
175484	Glenn's Service LLC	101-42123-420-42120	88.29	Gas / #14 & #20
175484	Glenn's Service LLC	101-42123-420-44040	25.00	Tire Repair / #17

Check Numb	Last Name	Acct 1	Amount	Description
	Glenn's Service LLC		225.09	
0	Godfather's Pizza	101-45125-450-42990	117.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	169.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	247.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	234.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	91.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	143.00	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	39.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	65.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	143.00	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	104.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	195.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	195.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	130.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	195.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	65.00	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	78.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	39.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	39.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	39.00	Pizza for Resale at Aquatic Center
0	Godfather's Pizza	101-45125-450-42990	39.00	Pizza for Resale at Aquatic Center
	Godfather's Pizza		2,626.00	
175485	Grainger Inc	101-42110-420-42110	36.84	AAA Batteries
175485	Grainger Inc	602-49480-000-42110	25.89	Brush
175485	Grainger Inc	101-45130-450-42110	677.91	Rolling Cabinet
	Grainger Inc		740.64	
175486	Greenslade Ryan	601-00000-000-20200	10.11	Refund Check 021423-001, 1336 Glynnview Trl
	Greenslade Ryan		10.11	
175487	Groos James and JoAnne	601-00000-000-20200	27.41	Refund Check 024492-000, 1032 11 Ave NE
	Groos James and JoAnne		27.41	

Check Numb	Last Name	Acct 1	Amount	Description
0	Gym Works Inc	101-45122-450-44045	504.00	Repair AMT and Elliptical
	Gym Works Inc		504.00	
175488	Harlequin Sales Corp/Reader Service	101-45500-450-42190	31.80	Books
	Harlequin Sales Corp/Reader Service		31.80	
0	Hawkins Inc	601-49430-000-42160	3,826.58	Chemicals For Water Treatment
0	Hawkins Inc	601-49430-000-42160	-0.01	Chlorine Cylinder Return
0	Hawkins Inc	601-49430-000-42160	0.01	Chlorine Cylinder Return
0	Hawkins Inc	601-49430-000-42160	4,770.59	Chemicals For Water Treatment
0	Hawkins Inc	601-49430-000-42160	3,709.42	Chemicals For Water Treatment
0	Hawkins Inc	602-49480-000-42160	7,535.49	Ferric Phos Removal
0	Hawkins Inc	101-45125-450-42160	690.75	Pool Chemicals
0	Hawkins Inc	601-49430-000-42160	1,280.00	Chemicals For Water Treatment
0	Hawkins Inc	101-45125-450-42160	10.00	Pool Chemical Supplies
	Hawkins Inc		21,822.83	
175489	HD Supply Facilities Maintenance	241-46330-461-42110	67.15	Silicon Sealant
175489	HD Supply Facilities Maintenance	241-46330-461-42110	66.20	Return Air Grilles (10)
	HD Supply Facilities Maintenance		133.35	
175490	Heartland Animal Hospital	101-42700-420-43090	311.55	Treatment of Stray / Oliver
	Heartland Animal Hospital		311.55	
175491	Helen M Nagel Inc	101-45200-450-42250	39.99	Landscape Bush
175491	Helen M Nagel Inc	601-49430-000-42110	124.00	Landscape Edging
	Helen M Nagel Inc		163.99	
175492	Henry G Meigs LLC	101-43121-430-42240	180.00	Sealcoat Oil
175492	Henry G Meigs LLC	101-43121-430-42240	34,419.26	Sealcoat Oil
	Henry G Meigs LLC		34,599.26	
175493	Heselton Construction	601-00000-000-20200	90.00	AR Refund
	Heselton Construction		90.00	

Check Numb	Last Name	Acct 1	Amount	Description
175494	Hillyard Hutchinson	101-45500-450-42110	641.50	Towels and Toilet Tissue
175494	Hillyard Hutchinson	101-45122-450-44045	188.35	Repair Vacuum
175494	Hillyard Hutchinson	101-45122-450-42110	1,336.88	Cloths/Soap/Towels/Toilet Tissue
	Hillyard Hutchinson		2,166.73	
175495	Housefacts	101-42210-420-44010	1,040.00	Garage Door Maintenance and Repairs
175495	Housefacts	241-46330-461-44050	1,017.00	412 NW 13th Street Garage Door Installation
	Housefacts		2,057.00	
175496	Hy-Vee - Accounts Receivable	101-45140-450-42110	13.26	Pet Parade Treats
	Hy-Vee - Accounts Receivable		13.26	
0	I & S Group Inc	437-41940-410-45208	390.00	Lockerby Plat
0	I & S Group Inc	437-41940-410-45204	390.00	Lockerby Plat
	I & S Group Inc		780.00	
175441	IAFF Local 665	101-00000-000-21708	720.00	PR Batch 00516.08.2022 IAFF Local 665
	IAFF Local 665		720.00	
175442	ICMA Retirement Trust 457	101-00000-000-21706	50.00	PR Batch 00516.08.2022 ICMA Deferred Comp
	ICMA Retirement Trust 457		50.00	
175497	IFACS	101-45200-450-42110	3.06	Stainless Nuts
175497	IFACS	101-45200-450-42110	14.55	Stainless Bolts
	IFACS		17.61	
0	Innovative Office Solutions LLC	101-41410-410-42110	34.66	Clorox Wipes for Elections
0	Innovative Office Solutions LLC	101-45500-450-42010	147.27	Copier Paper/Laminating Pouches/Notepads/Post-Its/Super Glue
0	Innovative Office Solutions LLC	101-45110-450-42010	42.32	Tape/Markers/Scissors/Clip Boards
0	Innovative Office Solutions LLC	101-45122-450-42410	377.05	Office Chair
	Innovative Office Solutions LLC		601.30	
0	Insty-Prints	101-45140-450-42110	203.00	Pet Parade Metal Stickers

Check Numb	Last Name	Acct 1	Amount	Description
	Insty-Prints		203.00	
0	Internal Revenue Service	101-00000-000-21704	6,835.54	PR Batch 00516.08.2022 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	19,625.46	PR Batch 00516.08.2022 FICA Employer
0	Internal Revenue Service	101-00000-000-21704	6,835.54	PR Batch 00516.08.2022 Medicare Employer
0	Internal Revenue Service	101-00000-000-21701	46,864.27	PR Batch 00516.08.2022 Federal Income Tax
0	Internal Revenue Service	101-00000-000-21703	19,625.46	PR Batch 00516.08.2022 FICA Employee
	Internal Revenue Service		99,786.27	
175443	IUOE Local 70	101-00000-000-21708	2,260.00	PR Batch 00516.08.2022 Local 70 Union Dues
	IUOE Local 70		2,260.00	
175498	Janna's Market Grill	101-41320-410-42115	53.60	Meals for Rice County Administrators Meeting
	Janna's Market Grill		53.60	
175499	Jenson Trust Luella	601-00000-000-20200	30.80	Refund Check 023935-000, 2118 Bard Ct
	Jenson Trust Luella		30.80	
175500	K & S Heating A/C and Plumbing LLC	101-00000-000-20820	1.00	Refund for Surcharge 2022-00922
175500	K & S Heating A/C and Plumbing LLC	101-00000-420-32210	90.00	Mechanical Permit Refund for Permit No. 2022-00919
175500	K & S Heating A/C and Plumbing LLC	101-00000-000-20820	1.00	Surcharge Refund for Permit No. 2022-00919
175500	K & S Heating A/C and Plumbing LLC	101-00000-420-32210	40.00	Permit Fee Refund for Electrical Permit 2022-00922
	K & S Heating A/C and Plumbing LLC		132.00	
0	Keystone Interpreting Solutions Inc	101-45500-450-43090	279.40	Interpreter for SRP
	Keystone Interpreting Solutions Inc		279.40	
175509	Klemensen Jon	101-45200-450-43090	2,303.83	Lawn Mowing Services
	Klemensen Jon		2,303.83	
0	Kline Distributing LLC	101-45125-450-42990	78.78	Ice Cream for Resale at Aquatic Center
0	Kline Distributing LLC	101-45125-450-42990	741.43	Chips/Ice Cream/Donuts/Etc for Resale at Aquatic Center
0	Kline Distributing LLC	101-45125-450-42990	450.00	Chips/Pretzels/Donuts/Etc for Resale at Aquatic Center
0	Kline Distributing LLC	101-45125-450-42990	514.47	Chips/Pretzels/Etc for Resale at Aquatic Center

Check Numb	Last Name	Acct 1	Amount	Description
	Kline Distributing LLC		1,784.68	
175510	Korman Trust	601-00000-000-20200	7.25	Refund Check 010912-000, 1724 2 St SW
	Korman Trust		7.25	
175511	Kwik Case LLC	101-45500-450-42010	209.83	DVD Cases
	Kwik Case LLC		209.83	
175512	LaCanne's Marine Inc	101-42220-420-42210	103.72	Fuel Tank
	LaCanne's Marine Inc		103.72	
175513	Lamperts	101-45130-450-42110	91.36	Boards for Taekwondo
	Lamperts		91.36	
0	Lath Stakes & Hubs LLC	101-43190-430-42110	593.00	Stakes & Hubs
	Lath Stakes & Hubs LLC		593.00	
175444	Law Enforcement Labor Services Inc	101-00000-000-21708	1,430.00	PR Batch 00516.08.2022 LELS 357 Union Dues
	Law Enforcement Labor Services Inc		1,430.00	
175514	League of Minnesota Cities Ins Trust	705-41950-000-44450	33,654.28	LMC GL 109329 10/5/17
	League of Minnesota Cities Ins Trust		33,654.28	
175515	Loffler Companies Inc	101-42210-420-44160	17.20	Copier Charges 07/01/2022 to 07/31/2022
	Loffler Companies Inc		17.20	
0	Long Matt	101-42121-420-43310	26.87	Gas / Death & Missing Person's Conference
	Long Matt		26.87	
175516	Lubinski Brokerage LLC.	225-00000-000-20200	159.58	AR Refund
	Lubinski Brokerage LLC.		159.58	

Check Numb	Last Name	Acct 1	Amount	Description
0	MacQueen Equipment LLC	101-43121-430-42210	86.15	Door Seal - Street #115
	MacQueen Equipment LLC		86.15	
175517	Manke's Outdoor Eqt & Appliances	101-45200-450-42110	23.40	Chain Saw Parts
	Manke's Outdoor Eqt & Appliances		23.40	
0	Marco Technologies LLC	101-45200-450-44050	5,257.65	Install WiFi at Bell Field
0	Marco Technologies LLC	101-41510-410-44045	180.57	Monthly Printer Contract CN184829-01
0	Marco Technologies LLC	101-45200-450-44050	265.94	Injector Adapter for WiFi at Bell Field
	Marco Technologies LLC		5,704.16	
175518	Martin A Windows LLC	101-43121-430-43090	1,389.28	Landscaping Downtown
175518	Martin A Windows LLC	101-45200-450-43090	1,389.29	Landscape Maintenance
	Martin A Windows LLC		2,778.57	
175519	Mason Jr Joseph	101-42220-420-42110	56.95	Reflective Equipment Markers
	Mason Jr Joseph		56.95	
175520	Matthies Robert P.	101-45140-450-42110	150.00	Pet Parade Entry
	Matthies Robert P.		150.00	
175521	MCFOA	101-41320-410-43140	20.00	MCFOA Liquor License and New Council Orientation
	MCFOA		20.00	
175522	McGrogan Kate	101-45130-450-43131	450.00	Art in the Park - Instructor and Material Fee
	McGrogan Kate		450.00	
175523	Menards	101-45200-450-42110	60.42	4 x 6 Boards
175523	Menards	101-45200-450-42160	129.90	Lawn Fertilizer
	Menards		190.32	
0	Met Con Companies	101-43121-430-43090	904.02	Hauling Of Sealcoat Rock

Check Numb	Last Name	Acct 1	Amount	Description
	Met Con Companies		904.02	
175524	Metro Brush & Supply Company	101-42220-420-42110	130.80	Scrub Brushes
	Metro Brush & Supply Company		130.80	
175525	Midwest Ag Power Inc	602-49480-000-42210	28.48	Tractor Parts
175525	Midwest Ag Power Inc	101-45200-450-42210	25.98	O-Ring/Seal Kit
	Midwest Ag Power Inc		54.46	
175526	Midwest Tape LLC	101-45500-450-42192	24.98	Audio/Visual
175526	Midwest Tape LLC	101-45500-450-42192	23.24	Audio/Visual
175526	Midwest Tape LLC	101-45500-450-42192	22.78	Audio/Visual
	Midwest Tape LLC		71.00	
0	Minnesota ASA	101-45130-450-43130	300.00	Softball League and State Registrations
	Minnesota ASA		300.00	
0	Minnesota Child Support Payment Center	101-00000-000-21716	431.84	PR Batch 00516.08.2022 Child Support
	Minnesota Child Support Payment Center		431.84	
175527	Minnesota Department of Health	472-43121-430-45300	150.00	(2023-04) MDH Watermain Extension Permit Fee
175528	Minnesota Department of Health	477-43121-430-45305	150.00	(2023-05) MDH Watermain Permit Application fee
175529	Minnesota Department of Health	476-43121-430-45313	150.00	(2022-13) MDH Watermain Permit Application Fee
	Minnesota Department of Health		450.00	
175530	Minnesota Department of Labor & Industry	898-46310-000-44390	100.00	Annual Elevator Operating Permit
	Minnesota Department of Labor & Industry		100.00	
175531	Minnesota Department of Public Safety	215-42123-420-44390	25.00	Registration of Forfeited Vehicle 20-2567
	Minnesota Department of Public Safety		25.00	
0	Minnesota Department of Revenue	101-00000-000-21702	20,252.38	PR Batch 00516.08.2022 State Income Tax

Check Numb	Last Name	Acct 1	Amount	Description
	Minnesota Department of Revenue		20,252.38	
175532	Minnesota GFOA	101-41510-410-43140	230.00	MNGFOA Conference - Jeanne Day
175532	Minnesota GFOA	101-41510-410-43140	305.00	MNGFOA Conference - Jamie Walburn
175532	Minnesota GFOA	101-41510-410-43140	230.00	MNGFOA Conference - Ann Remold
	Minnesota GFOA		765.00	
175533	Minnesota Pollution Control Agency	476-43121-430-45313	310.00	(2022-13) MPCA Sanitary Sewer Extension Permit Fee
175534	Minnesota Pollution Control Agency	477-43121-430-45305	310.00	(2023-05) MPCA Sanitary Sewer Extension Permit Fee
175535	Minnesota Pollution Control Agency	472-43121-430-45300	310.00	(2023-04) MPCA Sanitary Sewer Extension Permit Fee
	Minnesota Pollution Control Agency		930.00	
175445	Minnesota Public Employees Association	101-00000-000-21708	117.00	PR Batch 00516.08.2022 Police Support Services
	Minnesota Public Employees Association		117.00	
175446	Minnesota Teamsters Local 320	101-00000-000-21708	591.20	PR Batch 00516.08.2022 Teamsters 320 Union Dues
	Minnesota Teamsters Local 320		591.20	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	368.37	Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	291.91	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	445.26	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	483.48	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	1,105.98	Priority Pollutants Testing
	Minnesota Valley Testing Labs Inc		2,910.02	
0	Money Movers Inc	101-45110-450-43090	10.50	Insurance Reimbursement Maintenance Fee
	Money Movers Inc		10.50	
0	Motor Parts & Equipment Corp	101-45200-450-42110	5.99	Drill Bit
0	Motor Parts & Equipment Corp	101-45200-450-42210	317.03	Brake Parts
0	Motor Parts & Equipment Corp	101-43121-430-42210	4.99	Moly Wheel Bearing Grease - Street #115
0	Motor Parts & Equipment Corp	101-45200-450-42210	-110.00	Parts Core Charge Returned
0	Motor Parts & Equipment Corp	101-42110-420-42110	15.51	Powered Belt
0	Motor Parts & Equipment Corp	101-42110-420-42110	15.99	Penlight
0	Motor Parts & Equipment Corp	101-42110-420-44040	31.02	Power Belt

Check Numb	Last Name	Acct 1	Amount	Description
0	Motor Parts & Equipment Corp	101-42220-420-42210	35.12	High Temp #2155
0	Motor Parts & Equipment Corp	101-42110-420-42210	12.00	Air Filter / #8
0	Motor Parts & Equipment Corp	602-49450-000-42210	4.80	Oil Filters For Stock
0	Motor Parts & Equipment Corp	601-49430-000-42210	4.80	Oil Filters For Stock
0	Motor Parts & Equipment Corp	101-45200-450-42210	6.39	Oil Filters For Stock
0	Motor Parts & Equipment Corp	101-42123-420-42210	3.20	Oil Filters For Stock
0	Motor Parts & Equipment Corp	101-43121-430-42210	12.79	Oil Filters For Stock
	Motor Parts & Equipment Corp		359.63	
175536	Motorola Solutions Inc	431-42220-420-45400	11,627.13	Radio Chargers/Batteries/ Desktop Charger
	Motorola Solutions Inc		11,627.13	
0	MTI Distributing Inc	101-45200-450-42210	859.00	Mower Canopy
0	MTI Distributing Inc	101-45200-450-42210	199.90	Rim/Studs/Lug Nuts
0	MTI Distributing Inc	101-45200-450-42210	347.58	Rim/Wheel/Lug Nuts
0	MTI Distributing Inc	101-45200-450-42220	128.91	Mower Tire
	MTI Distributing Inc		1,535.39	
175537	Muddy Paws LLC	101-42700-420-43090	700.00	Impound Fees - May 2022
175537	Muddy Paws LLC	101-42700-420-43090	416.00	Impound Fees - April 2022
175537	Muddy Paws LLC	101-42700-420-43090	1,953.00	Boarding/Impound Fees - June 2022
	Muddy Paws LLC		3,069.00	
175538	Neikirk Mary	601-00000-000-20200	28.61	Refund Check 011588-000, 622 Rose Dr
	Neikirk Mary		28.61	
175539	O'Connor Mary	241-46330-461-43090	25.00	Spanish Interpreter
	O'Connor Mary		25.00	
0	On Target A & M Inc	603-49500-000-43090	180.85	August Utility Bills
0	On Target A & M Inc	601-49430-000-43090	180.85	August Utility Bills
0	On Target A & M Inc	602-49480-000-43090	180.85	August Utility Bills
	On Target A & M Inc		542.55	
0	Orchard Trust Company	101-00000-000-21706	2,007.00	PR Batch 00516.08.2022 Roth Deferred Compensation
0	Orchard Trust Company	101-00000-000-21706	9,050.88	PR Batch 00516.08.2022 MN Deferred Comp

Check Numb	Last Name	Acct 1	Amount	Description
	Orchard Trust Company		11,057.88	
0	Paape Companies Inc	101-42110-420-44010	1,200.00	Removed & Replaced Exhaust Fan in Evidence Area
0	Paape Companies Inc	101-45122-450-44010	257.50	Changed Programming to Maintain Air Temperature
0	Paape Companies Inc	101-45500-450-44010	920.50	Replace Cable to Library AHU
	Paape Companies Inc		2,378.00	
175540	Paradise Center for the Arts	290-46500-462-43090	1,500.00	EDA Admin Fee for Downtown Artists Placemaking Grants
175541	Paradise Center for the Arts	290-46500-462-44600	8,500.00	Downtown Arts Project Administered by Chamber
	Paradise Center for the Arts		10,000.00	
0	Pepsi Cola of Mankato Inc	101-45125-450-42990	348.00	Soda for Resale at Aquatic Center
	Pepsi Cola of Mankato Inc		348.00	
0	Plunkett's Pest Control	603-49500-000-44010	1.98	Pest Control PWP
0	Plunkett's Pest Control	101-43121-430-44010	133.41	Pest Control PWP
0	Plunkett's Pest Control	601-49430-000-44010	13.88	Pest Control PWP
0	Plunkett's Pest Control	601-49430-000-44010	13.88	Pest Control PWP
0	Plunkett's Pest Control	101-41940-410-44010	102.00	Pest Control
0	Plunkett's Pest Control	101-45122-450-44010	41.36	Pest Control
	Plunkett's Pest Control		306.51	
175542	Prairie Creek Fence LLC	101-45200-450-44050	1,850.00	Fencing Repairs
	Prairie Creek Fence LLC		1,850.00	
0	Property Pros	101-42700-420-43090	340.00	Outside Maintenance of Old Clinic / 22-22-159
	Property Pros		340.00	
0	Public Employees Retirement Association	101-00000-000-21705	17,561.13	PR Batch 00516.08.2022 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	20,084.17	PR Batch 00516.08.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	26,341.71	PR Batch 00516.08.2022 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	17,406.28	PR Batch 00516.08.2022 PERA Coordinated
	Public Employees Retirement Association		81,393.29	
175543	Quality Appliance Inc	101-45122-450-42410	753.00	Clothes Dryer

Check Numb	Last Name	Acct 1	Amount	Description
	Quality Appliance Inc		753.00	
0	Quality Aviation Inc	225-49810-430-43090	1,416.67	Management Agreement
0	Quality Aviation Inc	225-49810-430-43090	2,083.33	Maintenance Agreement
	Quality Aviation Inc		3,500.00	
175544	R.A.W. Construction LLC	476-43121-430-45304	389,266.11	(2022-04) Pay Request #2
	R.A.W. Construction LLC		389,266.11	
175545	Ramy Turf Products LLC	603-49500-000-42240	3,391.00	Storm Repair Restoration
	Ramy Turf Products LLC		3,391.00	
175546	Redstone Construction LLC	469-43121-430-45300	13,283.46	(2021-04) Pay Request 13
	Redstone Construction LLC		13,283.46	
0	Rent 'N' Save Portable Services	101-45200-450-44160	838.00	Portable Restroom Rentals
	Rent 'N' Save Portable Services		838.00	
175547	Ress Theresa	601-00000-000-20200	14.80	Refund Check 021755-000, 705 Edgar Pl
	Ress Theresa		14.80	
175548	RG Real Estate LLC	601-00000-000-20200	17.26	Reissue Ck #171040 Refund 023802-000/703 30 St NW
	RG Real Estate LLC		17.26	
175549	Rice County	873-49499-000-44371	3,354.84	Roberds Lake Sewer Collected - July
	Rice County		3,354.84	
175550	Rice County Environmental Services - Solid Waste	101-43121-430-43840	30.22	Disposal Of Couch Picked Up On Street
	Rice County Environmental Services - Solid Waste		30.22	
175551	Rice County Historical Society	101-41110-410-44383	6,500.00	Civic/Non-Profit Funding

Check Numb	Last Name	Acct 1	Amount	Description
	Rice County Historical Society		6,500.00	
175552	Rick Cashin Construction	101-00000-000-22000	1,000.00	Release of Escrow for 2805 Cardinal Ave
	Rick Cashin Construction		1,000.00	
175553	Rock River Industries LLC	101-42220-420-42210	156.24	Tank Carrier Latch #2116
	Rock River Industries LLC		156.24	
175554	Ronayne Terrance	601-00000-000-20200	25.04	Refund Check 012871-001, 725 2 St NW
	Ronayne Terrance		25.04	
0	Ronco Engineering Sales	101-43126-430-42110	167.01	Hydraulic Hose Fittings - Shop Stock
	Ronco Engineering Sales		167.01	
175555	Rosen Roger	101-45500-450-42190	201.48	Books
	Rosen Roger		201.48	
175556	Safety-Kleen Systems Inc	101-43126-430-42110	103.15	Parts Washer
	Safety-Kleen Systems Inc		103.15	
0	Sanity Solutions Inc	101-41580-410-43095	333.78	Azure Monthly Subscription
	Sanity Solutions Inc		333.78	
0	Selco	101-45500-450-43250	3,696.23	Basic Tech Fees/PC Support
	Selco		3,696.23	
175557	Sherwin Williams Company #3037	603-49500-000-42110	70.65	Stencil Paint
	Sherwin Williams Company #3037		70.65	
0	ShofCorp LLC	898-46310-000-43090	70.05	TRACS Processing 8/2022
	ShofCorp LLC		70.05	

Check Numb	Last Name	Acct 1	Amount	Description
175558	Shorewest Realtors	601-00000-000-20200	37.05	Refund Check 017748-001, 2400 Hulett Ave
	Shorewest Realtors		37.05	
0	Springbrook Holding Company LLC	602-49450-000-44325	1,546.50	Civic Pay Fees - July
0	Springbrook Holding Company LLC	601-49430-000-44325	1,546.50	Civic Pay Fees - July
	Springbrook Holding Company LLC		3,093.00	
175559	Stadler Sarah or Tim	601-00000-000-20200	21.62	Refund Check 017461-000, 102 3 Ave NE
	Stadler Sarah or Tim		21.62	
175560	Star Sports & Apparel LLC	101-42210-420-42180	30.00	Fire Dept Logo on Shirt
175560	Star Sports & Apparel LLC	101-45500-450-42010	10.00	Name Tag
175560	Star Sports & Apparel LLC	101-45140-450-42110	14.97	Football Tees
	Star Sports & Apparel LLC		54.97	
175561	Steele Waseca Coop Electric	602-49450-000-43810	73.96	1089247-Lift Station-15625 Acorn Trl
175561	Steele Waseca Coop Electric	225-49810-430-43810	28.45	1018624-Hangar 910J
175561	Steele Waseca Coop Electric	602-49480-000-43810	62.28	23271-Sludge Farm
175561	Steele Waseca Coop Electric	602-49450-000-43810	223.43	30493-Lift Station
175561	Steele Waseca Coop Electric	902-00000-000-23935	-1,935.73	Monthly Charges-July
175561	Steele Waseca Coop Electric	902-00000-000-23935	1,935.73	Monthly Charges-July
175561	Steele Waseca Coop Electric	225-49810-430-43810	73.27	41901-Airport
175561	Steele Waseca Coop Electric	225-49810-430-43810	409.61	41875-Airport S Hangars
175561	Steele Waseca Coop Electric	225-49810-430-43810	7.89	41926-Airport
175561	Steele Waseca Coop Electric	225-49810-430-43810	7.89	41927-Airport
175561	Steele Waseca Coop Electric	225-49810-430-43810	42.58	20891-Airport New Hangar
175561	Steele Waseca Coop Electric	225-49810-430-43810	41.73	32094-Airport
175561	Steele Waseca Coop Electric	101-43160-430-43810	62.36	27205-Airtech Park
175561	Steele Waseca Coop Electric	101-43160-430-43810	46.63	32089-Highway 21 Lights
175561	Steele Waseca Coop Electric	225-49810-430-43810	155.40	1018611-Hangar 910K
175561	Steele Waseca Coop Electric	225-49810-430-43810	28.45	1017445-2011 T-Hangar
175561	Steele Waseca Coop Electric	225-49810-430-43810	7.89	1077021-Security Hangar 2
175561	Steele Waseca Coop Electric	225-49810-430-43810	663.91	23947-Airport 10
	Steele Waseca Coop Electric		1,935.73	
0	Stonebrooke Engineering Inc.	472-43121-430-45300	39,680.82	30th St NW-TH 3 Through 7/31/22

Check Numb	Last Name	Acct 1	Amount	Description
	Stonebrooke Engineering Inc.		39,680.82	
175562	Superior Companies of Minnesota Inc	225-49810-430-44010	685.00	HVAC Preventative Maintenance
	Superior Companies of Minnesota Inc		685.00	
175563	Swank Motion Pictures Inc	101-45130-450-43131	465.00	Enrichment Programming
	Swank Motion Pictures Inc		465.00	
175564	Telcom Construction	101-00000-000-20200	63.00	AR Refund-Row Permit 2022-06
	Telcom Construction		63.00	
175565	The UPS Store	601-49430-000-43250	14.58	Water Sample Shipping
175565	The UPS Store	101-42220-420-43250	15.14	Shipping Charges
	The UPS Store		29.72	
175566	Thomas Anthony	601-00000-000-20200	46.02	Refund Check 007425-001, 1445 South Trail Cir
	Thomas Anthony		46.02	
175567	Thompson Tree Service	603-49500-000-44050	3,500.00	Tree Removal Acorn Trail Pond
175567	Thompson Tree Service	603-49500-000-44050	3,000.00	Tree Removal Willow Street Storm Outlet
	Thompson Tree Service		6,500.00	
175568	Thomson Reuters - West	101-42121-420-43090	446.44	CLEAR Database
	Thomson Reuters - West		446.44	
175569	Timm's Trucking Inc	101-45200-450-42110	207.00	Wood Mulch
175569	Timm's Trucking Inc	101-45200-450-42110	482.82	Topsoil
175569	Timm's Trucking Inc	602-49480-000-42110	259.85	Top Soil
175569	Timm's Trucking Inc	101-45200-450-42110	299.75	Black Dirt
	Timm's Trucking Inc		1,249.42	
175570	Tom's Lock & Key, LLC	898-46310-000-42110	74.50	#206 New Deadbolt Lock
175570	Tom's Lock & Key, LLC	898-46310-000-44010	80.00	#206 New Lock Installed
175570	Tom's Lock & Key, LLC	101-45122-450-44010	65.00	Repair Bar on Front Exit Door

Check Numb	Last Name	Acct 1	Amount	Description
175570	Tom's Lock & Key, LLC	101-45127-450-44010	65.00	Lock Repair Soccer Complex Mens Bathroom
175570	Tom's Lock & Key, LLC	241-46330-461-42110	6.00	1225 NW 2nd Street Lock Repair Keys 2
175570	Tom's Lock & Key, LLC	241-46330-461-44010	80.00	1225 NW 2nd Street Repair Lock
175570	Tom's Lock & Key, LLC	101-45127-450-44010	98.90	Lock Repair Soccer Complex
175570	Tom's Lock & Key, LLC	101-45200-450-44010	65.00	Lock Repair
175570	Tom's Lock & Key, LLC	601-49430-000-44045	15.00	Well 5 Key Lock Repined
	Tom's Lock & Key, LLC		549.40	
175571	TRI Air Testing Inc	101-42220-420-43090	227.00	Moisture Air Testing
175571	TRI Air Testing Inc	101-42220-420-43090	21.00	Replace Moisture Tube
	TRI Air Testing Inc		248.00	
175572	Truck Center Companies East LLC	101-43121-430-42210	102.85	Brake Line Hoses - Street #110
	Truck Center Companies East LLC		102.85	
175573	Union Pacific Railroad Co	404-45200-450-45300	2,352.00	TeePee Tonka Trail Crossing
	Union Pacific Railroad Co		2,352.00	
175439	Verizon Wireless	101-43121-430-43210	35.01	Data Street Sign Shop Devices
175439	Verizon Wireless	101-42220-420-43210	120.03	Data Fire Ipads (In Fire Trucks)
175439	Verizon Wireless	101-41580-410-43210	40.01	Data -IT
175439	Verizon Wireless	101-45140-450-43210	35.05	Data Community Center Youth Sports
175439	Verizon Wireless	601-49430-000-43210	242.40	Data Air Cards- Water
175439	Verizon Wireless	602-49480-000-43210	67.92	WWTP Phones
175439	Verizon Wireless	902-00000-000-23935	1,633.67	Data Charges 06/29/2022-07/28/2022
175439	Verizon Wireless	101-42210-420-43210	35.01	Data Fire Chief
175439	Verizon Wireless	902-00000-000-23935	-1,633.67	Data Charges 06/29/2022-07/28/2022
175439	Verizon Wireless	101-42110-420-43210	19.85	Data/Admin Ipad
175439	Verizon Wireless	602-49450-000-43210	70.02	Data Air Cards- Sewer
175439	Verizon Wireless	101-42123-420-43210	860.99	Data Air Cards - MDC
175439	Verizon Wireless	603-49500-000-43210	107.38	Data Air Cards- Storm
	Verizon Wireless		1,633.67	
0	Virg's Appliance Service Inc	898-46310-000-44050	908.44	#110 New Range
0	Virg's Appliance Service Inc	898-46310-000-44010	85.00	#110 Range Repair
	Virg's Appliance Service Inc		993.44	

Check Numb	Last Name	Acct 1	Amount	Description
175574	Wal-Mart	101-45140-450-42110	235.98	Pet Parade and Night To Unite Supplies
175574	Wal-Mart	101-45140-450-42110	36.47	Pet Parade
175574	Wal-Mart	101-45125-450-42110	27.88	Misc Supplies for Aquatic Center
175574	Wal-Mart	101-45125-450-42410	44.96	Microwave for Aquatic Center
175574	Wal-Mart	101-42110-420-42110	33.96	Batteries
175574	Wal-Mart	101-45140-450-42110	48.45	Washington Back To School Camp Supplies
175574	Wal-Mart	101-45140-450-42110	63.91	Pet Parade Paint for Float
175574	Wal-Mart	101-45140-450-42110	95.30	Pet Parade Float Building Supplies
175574	Wal-Mart	101-45140-450-42110	26.87	Pet Parade Converter for Truck
175574	Wal-Mart	101-45122-450-42110	72.57	General Supplies for Youth Program
175574	Wal-Mart	101-45140-450-42110	68.36	Pet Parade Prizes and Supplies
	Wal-Mart		754.71	
175575	Waste Management of WI-MN	101-45200-450-43840	379.20	Central Ave Refuse Disposal
175575	Waste Management of WI-MN	225-49810-430-43840	117.75	Aiport 3401 Hwy 21 W
175575	Waste Management of WI-MN	101-42110-420-43840	112.75	Police 25 4th St NW
175575	Waste Management of WI-MN	101-42210-420-43840	107.75	Fire 122 2nd St NW
175575	Waste Management of WI-MN	101-45500-450-43840	106.53	Buckham Center 11 Division St E
175575	Waste Management of WI-MN	101-45200-450-43840	87.75	TeePee Tonka 10 3rd St NE
175575	Waste Management of WI-MN	902-00000-000-23935	-4,959.55	Service 07/01/2022-07/31/2022
175575	Waste Management of WI-MN	101-45127-450-43840	87.75	Soccer Field 704 17th St SW
175575	Waste Management of WI-MN	101-45122-450-43840	106.53	Community Center 15 Division St W
175575	Waste Management of WI-MN	602-49450-000-43840	73.30	PW Facility 1200 Belview Trl
175575	Waste Management of WI-MN	603-49500-000-43840	10.42	PW Facility 1200 Belview Trl
175575	Waste Management of WI-MN	101-45126-450-43840	49.25	Washington Rec Center 117 Shumway
175575	Waste Management of WI-MN	101-45200-450-43840	1,193.40	North Alexander Park 1810 2nd Ave NW
175575	Waste Management of WI-MN	601-49430-000-43840	73.30	PW Facility 1200 Belview Trl
175575	Waste Management of WI-MN	902-00000-000-23935	4,959.55	Service 07/01/2022-07/31/2022
175575	Waste Management of WI-MN	602-49480-000-43840	1,263.02	Wastewater Facility 214 14th St NE
175575	Waste Management of WI-MN	101-45200-450-43840	105.30	Dog Park 900 Lyndale Ave
175575	Waste Management of WI-MN	101-45125-450-43840	611.72	Aquatic Center 1820 2nd Ave NW
175575	Waste Management of WI-MN	101-41940-410-43840	107.75	City Hall 208 1st Ave NW
175575	Waste Management of WI-MN	101-45200-450-43840	40.96	Parking Lot Behind Post Office 26 3rd St NE
175575	Waste Management of WI-MN	101-43121-430-43840	704.32	PW Facility 1200 Belview Trl
	Waste Management of WI-MN		5,338.75	
0	WSB & Associates Inc	603-49500-000-43030	11,026.00	2021 SWMP MS4 6/1/22-6/30/22
	WSB & Associates Inc		11,026.00	
175576	Xcel Energy	101-45200-450-43810	41.40	51-0013096682-1 705 3 Ave NW-Wapacuta Park Shelter

Check Numb	Last Name	Acct 1	Amount	Description
175576	Xcel Energy	601-49430-000-43810	240.25	51-0012893015-3 812 8 Ave NW-WTP
175576	Xcel Energy	601-49430-000-43810	56.97	51-0013092616-3 812 8 Ave NW Bldg B-WTP
175576	Xcel Energy	225-49810-430-43830	28.49	51-0325544-5 Hangar 910G - Rental
175576	Xcel Energy	101-43160-430-43810	149.08	51-0012776642-4 720 4 St NW Street Light Feed Point
175576	Xcel Energy	225-49810-430-43830	28.49	51-0325546-7 Hangar 910B - City
175576	Xcel Energy	225-49810-430-43830	28.49	51-0325271-5 Hangar 910A - City
175576	Xcel Energy	225-49810-430-43830	87.56	51-0013139038-3 3401 Hwy 21 W
175576	Xcel Energy	101-43160-430-43810	20,763.89	51-4930975-3 Street Lighting
175576	Xcel Energy	241-46330-461-43810	40.34	910-922 SW 1st Street Parking Lot Lights Thru 8/4/22
175576	Xcel Energy	101-43160-430-43810	211.25	51-0012776641-3 218 3 St NW/129 4 St NW Street Light
175576	Xcel Energy	101-43160-430-43810	79.61	51-0012965373-9 1190 Hwy 60 W Street Light
175576	Xcel Energy	101-43160-430-43810	42.51	51-0013749706-5 New Bridge Lights 2nd Ave Bridge
175576	Xcel Energy	602-49450-000-43810	53.31	51-0012509758-8 1321 Matteson St-Lift Station
175576	Xcel Energy	241-46330-461-43830	5.06	1814 Shumway Gas Vacant Thru 8/07/22
175576	Xcel Energy	241-46330-461-43810	6.26	1814 Shumway Electric Thru 8/07/22 Vacant
175576	Xcel Energy	241-46330-461-43810	57.59	1526 Western Parking Lot Lights Thru 8/03/22
175576	Xcel Energy	101-43160-430-43810	128.88	51-0012943772-6 17 3rd St NE Unit St Light
175576	Xcel Energy	101-43160-430-43810	72.53	51-0012926306-6 402 Central-Central Ave Signal Sys
175576	Xcel Energy	101-43160-430-43810	89.10	51-0012926306-6 415/430 2 Ave NW-2 Ave Signal Sys.
175576	Xcel Energy	101-43160-430-43810	87.44	51-0012926306-6 419 8 Ave NW-8 Ave Signal Sys.
175576	Xcel Energy	101-43160-430-43810	87.44	51-0012926306-6 328 4 St NW-4 Ave NW Signal Sys.
175576	Xcel Energy	101-45200-450-43810	65.88	303239611 Sr High Tennis Courts
175576	Xcel Energy	603-49500-000-43830	1.79	304051816 1200 Belview Trl
175576	Xcel Energy	101-45126-450-43810	17.35	171746 117 Shumway Lighting
175576	Xcel Energy	101-42210-420-43810	1,490.87	302527702 122 2 St NW-Fire Hall
175576	Xcel Energy	101-42500-420-43810	48.97	303930334 Fairgrounds/300 Western
175576	Xcel Energy	101-45200-450-43810	37.37	303920032 540 2nd Ave NW
175576	Xcel Energy	602-49450-000-43810	50.63	302976387 1301 Willow St Lift Station
175576	Xcel Energy	898-46310-000-43830	337.41	Gas Thru 8/09/22
175576	Xcel Energy	101-45200-450-43810	2,799.11	302576466 1815 Alexander Dr
175576	Xcel Energy	101-45500-450-43830	956.45	302342287 11 Division St E 70%
175576	Xcel Energy	601-49430-000-43810	8,269.25	302969048 350 Alexander Park Well #6
175576	Xcel Energy	101-45122-450-43830	409.91	302342287 Boiler Heat Line 30%
175576	Xcel Energy	437-41940-410-43810	23.69	302880124 217 Mill St - Diesel Plt
175576	Xcel Energy	101-45126-450-43830	113.36	302971175 117 Shumway Washington Center
175576	Xcel Energy	101-45126-450-43810	47.46	302492805 117 Shumway-Washington Center
175576	Xcel Energy	101-43160-430-43810	222.24	302767481 210 3 St NE St Light HP
175576	Xcel Energy	101-45126-450-43810	1,310.69	303373970 117 Shumway Load Profile
175576	Xcel Energy	101-45200-450-43810	85.61	302261595 920 9 Ave SW
175576	Xcel Energy	602-49480-000-43810	35.54	302940983 502 3rd Ave NW
175576	Xcel Energy	601-49430-000-43810	470.13	304051816 1200 Belview Trl
175576	Xcel Energy	101-43170-430-43810	143.51	303691980 2219 Grant St Lift Station
175576	Xcel Energy	437-41940-410-43830	53.06	303440015 217 Mill Street - Garage

Check Numb	Last Name	Acct 1	Amount	Description
175576	Xcel Energy	101-45125-450-43820	3,246.00	303727721 1830 2 Ave NW Aquatic Center
175576	Xcel Energy	101-45122-450-43810	32.28	154794 16 Central Ave
175576	Xcel Energy	101-41940-410-43810	3,050.41	303683323 208 1 Ave NW
175576	Xcel Energy	101-41940-410-43830	164.23	303640982 208 1 Ave NW City Hall
175576	Xcel Energy	101-45200-450-43810	35.54	303659432 618 9 Ave SW Sledding Hill
175576	Xcel Energy	101-45122-450-43810	1,996.33	302825421 19 Division St W
175576	Xcel Energy	602-49450-000-43810	48.80	303203605 319 Lind St Lift Station
175576	Xcel Energy	898-46310-000-43810	407.91	Electric Thru 8/09/22
175576	Xcel Energy	602-49450-000-43810	470.13	304051816 1200 Belview Trl
175576	Xcel Energy	101-43121-430-43830	120.68	304051816 1200 Belview Trl
175576	Xcel Energy	101-43160-430-43810	35.54	303328788 1600 30 St NW
175576	Xcel Energy	101-42110-420-43830	81.55	303877775 11 20th St NW Evidence Garage
175576	Xcel Energy	602-49450-000-43810	33.94	303670994 1090 Cannon Circle Lift Station
175576	Xcel Energy	602-49480-000-43810	26,874.67	304239286 214 14th St NE
175576	Xcel Energy	101-45200-450-43830	28.49	304017445 900 Lyndale Ave N
175576	Xcel Energy	437-41940-410-43810	78.98	303440015 217 Mill Street - Garage
175576	Xcel Energy	101-45127-450-43810	214.81	304160080 705 17th St SW
175576	Xcel Energy	902-00000-000-23935	-111,482.59	Electricity Bill-July
175576	Xcel Energy	601-49430-000-43830	12.56	304051816 1200 Belview Trl
175576	Xcel Energy	101-45500-450-43810	19.94	302342287 11 Division St E Security
175576	Xcel Energy	601-49430-000-43810	1,002.35	302814303 1217 Parshall Reservoir #2
175576	Xcel Energy	101-42110-420-43810	7,671.36	303688424 25 4th St NW
175576	Xcel Energy	603-49500-000-43810	66.85	304051816 1200 Belview Trl
175576	Xcel Energy	602-49480-000-43830	1,232.90	302858086 214 14 St NE
175576	Xcel Energy	101-45122-450-43830	354.71	303402179 16 Central Ave
175576	Xcel Energy	602-49450-000-43810	20.54	302412146 1901 7 St NW Lift Station
175576	Xcel Energy	101-43170-430-43810	147.69	302531059 103 3 St NE Signal Light
175576	Xcel Energy	101-43160-430-43810	35.54	304087990 510 2 Ave NW Carnival
175576	Xcel Energy	602-49450-000-43810	17.92	302794134 98 3 Ave NW Viaduct Lift Stati
175576	Xcel Energy	101-45200-450-43810	55.28	302321102 1000 7 Ave SW-S Alex Sec
175576	Xcel Energy	902-00000-000-23935	111,482.59	Electricity Bill-July
175576	Xcel Energy	101-42110-420-43810	287.58	303877775 11 20th St NW Evidence Garage
175576	Xcel Energy	602-49450-000-43830	12.56	304051816 1200 Belview Trl
175576	Xcel Energy	101-42500-420-43810	39.22	304214955 930 4th Ave NW Siren
175576	Xcel Energy	602-49450-000-43830	28.49	302458578 828 8 Ave NW Park Shop
175576	Xcel Energy	101-42500-420-43810	4.09	167157 1203 Parshall St
175576	Xcel Energy	101-45500-450-43810	3,571.54	302342287 11 Division St E
175576	Xcel Energy	101-43170-430-43810	8.47	156258 117 Shumway CD Siren
175576	Xcel Energy	101-45200-450-43830	28.49	302627100 Jefferson Warming House
175576	Xcel Energy	101-45200-450-43810	24.25	175957 500 Maple Lawn Cartway
175576	Xcel Energy	101-45200-450-43810	29.56	304850239 TeePee Tonka Park Tunnel
175576	Xcel Energy	101-43160-430-43810	173.66	304157632 1602 2nd Ave NW
175576	Xcel Energy	101-42500-420-43810	4.09	178539 2613A Hulett Court

Check Numb	Last Name	Acct 1	Amount	Description
175576	Xcel Energy	101-42500-420-43810	8.47	164184 930 4th CD Siren
175576	Xcel Energy	101-45122-450-43810	7,114.23	303273787 15 Central Ave Load Profile
175576	Xcel Energy	437-41940-410-43810	157.98	302678011 217 Mill St
175576	Xcel Energy	101-45200-450-43810	367.18	304017445 900 Lyndale Ave N
175576	Xcel Energy	601-49430-000-43830	28.49	302971552 824 7th St NW Water Works
175576	Xcel Energy	101-45125-450-43810	4,630.82	303727721 1830 2 Ave NW Aquatic Center
175576	Xcel Energy	101-43170-430-43810	65.56	304131503 2200 30th St NW
175576	Xcel Energy	101-43170-430-43810	243.41	303453265 1500 7 St NW Signal Light
175576	Xcel Energy	101-45200-450-43810	50.15	302165394 415 2nd Ave SW Wapacuta Pk
175576	Xcel Energy	101-45200-450-43810	18.74	303683055 100 TP Tonka Security
175576	Xcel Energy	101-43170-430-43810	258.22	303396625 27 Division St E Signal Light
175576	Xcel Energy	101-42500-420-43810	8.47	146104 920 9 Ave SW CD Siren
175576	Xcel Energy	101-42210-420-43830	669.24	302350193 122 2 St NW Fire Hall
175576	Xcel Energy	101-42500-420-43810	4.09	154013 1851 220 St E CD Siren
175576	Xcel Energy	602-49450-000-43810	27.78	302772185 1150 Willow Lift Station
175576	Xcel Energy	101-42110-420-43830	1,586.53	303688424 25 4th St NW
175576	Xcel Energy	101-45200-450-43810	57.94	303683055 100 Tee Pee Tonka Park
175576	Xcel Energy	225-49810-430-43830	28.49	302414965 3401 Hwy 21 W
175576	Xcel Energy	101-43160-430-43810	289.07	303661815 495 Heritage Pl
175576	Xcel Energy	101-45200-450-43810	61.91	303510224 Central Park Band Stand
175576	Xcel Energy	601-49430-000-43810	11,097.85	303329691 824 7 St NW Pump Water
175576	Xcel Energy	101-43121-430-43810	4,517.31	304051816 1200 Belview Trl
175576	Xcel Energy	101-43170-430-43810	94.22	303446090 1418 Divsion St W Signal Light
175576	Xcel Energy	101-43160-430-43810	58.42	304116510 1904 Grant St NW
175576	Xcel Energy	601-49430-000-43810	12,023.13	303929972 1904 Fairground Dr
175576	Xcel Energy	101-43160-430-43810	20.16	51-5358630-4 45 State Ave Lighting
175576	Xcel Energy	902-00000-000-23935	-22,296.85	Electric Bill
175576	Xcel Energy	902-00000-000-23935	22,296.85	Electric Bill
	Xcel Energy		134,634.01	
			2,586,966.97	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: August 23, 2022
SUBJECT: Approve Display of Fireworks/Pyrotechnic Special Effects Permit

Background:

City Staff received a Display of Fireworks/Pyrotechnic Special Effects application from Bernt Halvorson on behalf of Divine Mercy Catholic Church for an event on September 17, 2022. The event will take place at 139 Mercy Drive from approximately 8:30pm-9:00pm.

The City Attorney is in the process of reviewing the required insurance information. The application has also been reviewed by the Fire Chief and Police Chief and both have approved the application.

Recommendation:

Approve Application for Display of Fireworks/Pyrotechnic Special Effects application.

Attachments:

1. Divine Mercy Catholic Church - Fireworks



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

APPLICATION FOR DISPLAY OF FIREWORKS / PYROTECHNIC SPECIAL EFFECTS

Applicant Instructions:

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

Applicant Information

Today's Date: 08/05/2022

Name of Applicant (Sponsoring Organization): Divine Mercy Catholic Church

Address of Applicant (Sponsoring Organization): 4 SW 2nd Ave

Name of Authorized Agent of Applicant: Bernt Halvorson

Address of Authorized Agent of Applicant: 4443 Roberds Lake Trail

Telephone Number of Authorized Agent: 507-330-2302

Fireworks/Pyrotechnics Display Information

Date of Display: 09/17/2022 Start Time: 8:30 P.M. End Time: 9:00 P.M. *Limited to 20 minutes

Location of Display: 139 Mercy Drive

Property Owner: Divine Mercy Catholic Church Phone #: 507-331-7253

Method for transporting fireworks to site: Delivered by fireworks company

Method for storing fireworks on site (permitted on day of show only): In show boxes

Description of shells including type, number and diameter: 1.4g fireworks #144 1.75" mortar shells, #10
Cakes

Types of mortars: fiberglass

Types of ignition devices: E-Match

Methods for security: Site will be barricaded off

Portable fire extinguishers (# of extinguishers & locations): One located on site

Procedure for searching display area afterwards to recover all fired or misfired shells: Area will be
searched and cleared of all shells

Procedure for handling misfired shells: Misfired shells will be disposed of according to MN State Fire
Marshals recommendations.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: August 23, 2022
SUBJECT: Resolution 2022-177 Approve Cooperative Construction Agreement No. 1051240 with Minnesota Department of Transportation

Background:

The Minnesota Department of Transportation (MnDOT) is planning a project to perform grading, bituminous milling and surfacing, unbonded concrete overlay, traffic signal, lighting, high tension cable guardrail, Bridge No. 66808, and Bridge No. 66811 construction and other associated construction upon, along, and adjacent to Interstate No. 35 from 0.58 miles south of County State Aid Highway (CSAH) No. 48 to 0.54 miles north of Trunk Highway No. 21. The project is proposed to start in 2023 and be completed in 2025. Included in part of this project is the replacement of the temporary traffic signal system at TH 60 and 30th Avenue NW with a permanent signal system. As 30th Avenue is a local street under the City's jurisdiction per MnDOT's cost participation policy and cooperative construction agreements policy, the City is responsible for a prorated share of the signal system improvements. The attached Cooperative Construction Agreement, MnDOT Contract No. 1051240 lays out the City's cost and maintenance responsibilities for the subject project. The terms and responsibilities in the agreement are in line with similar agreements the City has with MnDOT.

Recommendation:

Approve Resolution 2022-177 Approving Cooperative Construction Agreement No. 1051240 with Minnesota Department of Transportation

Attachments:

1. Resolution 2022-177 Approve Cooperative Construction Agreement No. 1051240 with Minnesota Department of Transportation
2. 1051240 Agr Transmittal Faribault

CITY OF FARIBAULT

RESOLUTION #2022-177

**APPROVE COOPERATIVE CONSTRUCTION AGREEMENT NO. 1051240 WITH
MINNESOTA DEPARTMENT OF TRANSPORTATION**

IT IS RESOLVED, that the City of Faribault enter into MnDOT Agreement No. 1051240 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the signal system construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 35 from 0.58 miles south of County State Aid Highway No. 48 to 0.54 miles north of Trunk Highway No. 21 within the corporate City limits under State Project No. 6680-117.

IT IS FURTHER RESOLVED, by the City of Faribault that the Mayor and City Administrator are authorized to execute the Agreement and any amendments to the Agreement.

Date Adopted: August 23, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

CERTIFICATION

I certify that the above resolution is an accurate copy of the Resolution adopted by the City Council of the City of Faribault, Minnesota at an authorized meeting held on the 23rd day of August, 2022 as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public _____

My Commission Expires _____

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF FARIBAULT
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (SP):	<u>6680-117</u>	Estimated Amount Receivable
Trunk Highway Number (TH):	<u>35=390</u>	<u>\$71,975.37</u>
Federal Project Number:	<u>NHPP I350(134)</u>	
Signal System ID:	<u>4405684</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Faribault, acting through its City Council ("City").

Recitals

1. The State will perform grading, bituminous milling and surfacing, unbonded concrete overlay, traffic signal, lighting, high tension cable guardrail, Bridge No. 66808, and Bridge No. 66811 construction and other associated construction upon, along, and adjacent to Trunk Highway No. 35 from 0.58 miles south of County State Aid Highway (CSAH) No. 48 to 0.54 miles north of Trunk Highway No. 21 according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 6680-117 (TH 35=390) ("Project"); and
2. The State has included in its Project signal system construction; and
3. The City will participate in the costs of the signal system construction and associated construction engineering; and
4. Agreement No. 1051117 between the State and Rice County will address the detour on the Project; and
5. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 9. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure. The terms and conditions set forth in Article 4. Signal System and Emergency Vehicle Preemption System Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.

- 1.4. *Plans, Specifications, and Special Provisions.*** Plans, specifications, and special provisions designated by the State as State Project No. 6680-117 (TH 35=390) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. *Exhibits.*** Preliminary Schedule "I" is on file in the office of the City Engineer and attached and incorporated into this Agreement.

2. Construction by the State

- 2.1. *Contract Award.*** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. *Direction, Supervision, and Inspection of Construction.***
- A. *Supervision and Inspection by the State.*** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
 - B. *Inspection by the City.*** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.
- 2.3. *Plan Changes, Additional Construction, Etc.***
- A.** The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda and change orders to the construction contract that will affect the City participation construction covered under this Agreement.
 - B.** The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.
- 2.4. *Satisfactory Completion of Contract.*** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.
- 2.5. *Permits.***
- A.** The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).

2.6. Replacement of Castings. Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in-place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

3.1. Additional Drainage. No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

4. Signal System and Emergency Vehicle Preemption System Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal System and Emergency Vehicle Preemption (EVP) System on TH 60 at 30th Ave. NW/TH 35 southbound ramps and for the Interconnect on TH 60 from 30th Ave. NW to the TH 35 southbound bridge.

4.1. City Responsibilities.

- A. Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad(s) or pole(s) and will pay all monthly electrical service expenses necessary to operate the Signal System and Interconnect.
- B. Minor Signal System Maintenance.** The City will provide for the following, without cost to the State.
 - i. Maintain the signal pole mounted Light-emitting Diode (LED) luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended American Association of State Highway and Transportation Officials (AASHTO) levels for the installation.
 - ii. Replace the Signal System LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
 - iii. Clean the Signal System controller cabinet and service cabinet exteriors.
 - iv. Clean and paint the Signal System and luminaire mast arm extensions. Painting will be in accordance with MnDOT Standard Specification 2565.3U, unless approved by the State's District Traffic Engineer.
 - v. Paint and maintain the cross street pedestrian crosswalk markings.
 - vi. Reimburse the State for the costs associated with battery replacement for the battery back-up system, which includes battery purchase, installation, and disposal.

4.2. State Responsibilities.

- A. Interconnect; Timing; Other Maintenance.** The State will maintain the Interconnect and signing, and perform all other Signal System, Accessible Pedestrian Signals (APS), and signal pole luminaire circuit maintenance without cost to the City. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.

- B. Battery Backup and Replacement Batteries.** Perform all tasks associated with battery replacement for the battery backup system, which includes battery purchase, installation, and disposal, and maintain the remainder of the battery backup system and invoice the City 100% of the costs associated with this work.
- C. EVP System Operation.** The EVP System will be installed, operated, maintained, and removed according to the following conditions and requirements:
- i. All maintenance of the EVP System must be done by State forces.
 - ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
 - iii. Malfunction of the EVP System must be reported to the State immediately.
 - iv. In the event the EVP System or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City receives written notice from the State, the State may remove the EVP System. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.
 - v. All timing of the EVP System will be determined by the State.

4.3. Right-of-Way Access. Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

4.4. Related Agreements. This Agreement will supersede and terminate the operation and maintenance terms of Agreement No. 84086, dated July 7, 2003, between the parties, for the intersection of TH 60 at 30th Ave. NW.

This Agreement will supersede and terminate the operation and maintenance terms of Agreement No. 91186, dated September 10, 2007, between the parties, for the intersection of TH 60 at 30th Ave. NW.

5. Basis of City Cost

5.1. Schedule "I". The Preliminary Schedule "I" includes anticipated City participation construction items, State Furnished Materials lump sum amounts, and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

5.2. City Participation Construction. The City will participate in the following at the percentages indicated.

- A.** 100 Percent will be the City's rate of cost participation in all of the signal system construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".

5.3. State Furnished Materials. The State will furnish a cabinet, video detection system, additional video detection camera, and fiber ("State Furnished Materials"), according to the Project Plans, to operate the traffic control signal system covered under this Agreement. The City's lump sum share for State Furnished Materials is **\$12,873.76**. The City's cost share for State Furnished Materials will be added to the City's total construction cost share as shown in the Schedule "I".

5.4. Construction Engineering Costs. The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.

- 5.5. *Plan Changes, Additional Construction, Etc.*** The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

- 5.6. *Liquidated Damages.*** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

6. City Cost and Payment by the City

- 6.1. *City Cost.*** **\$71,975.37** is the City's estimated share of the costs of the contract construction, State Furnished Materials, and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 6.2. *Conditions of Payment.*** The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:
- A.** Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
 - B.** The City's receipt of a written request from the State for the advancement of funds.
- 6.3. *Acceptance of the City's Cost and Completed Construction.*** The computation by the State of the amount due from the City will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.
- 6.4. *Final Payment by the City.*** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

7. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

7.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 E-Mail: malaki.ruranika@state.mn.us

7.2. The City's Authorized Representative will be:

Name, Title: Mark Duchene, City Engineer (or successor)
 Address: 1200 Belview Trail, Faribault, MN 55021
 Telephone: (507) 333-0360
 E-Mail: mduchene@ci.faribault.mn.us

8. Assignment; Amendments; Waiver; Contract Complete

- 8.1. *Assignment.*** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. *Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 8.3. *Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 8.4. *Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

9. Liability; Worker Compensation Claims

- 9.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 9.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

10. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

11. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

12. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil

remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

13. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

14.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

14.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

14.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

15. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

CITY OF FARIBAULT

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"

Agreement No. 1051240

City of Faribault

SP 6680-117 (T.H. 35=390)

Preliminary: August 10, 2022

Fed. Proj. NHPP I350(134)

Grading, bituminous milling and surfacing, unbonded concrete overlay, traffic signal, lighting,
high tension cable guardrail, Bridge Nos. 66808 and 66811 construction to start approximately May 1, 2023 under
State Contract No. _____ with _____
located on TH 35 from 0.58 miles south of CSAH 48 to 0.54 miles north of TH 21

CITY COST PARTICIPATION

Signal System Work Items (From Sheet No. 2)	43,978.10
State Furnished Materials (From Sheet No. 2)	12,873.76
Signal Pole Painting (From Sheet No. 2)	9,792.00
Subtotal	\$66,643.86
Construction Engineering (8%)	5,331.51
(1) Total City Cost	\$71,975.37

(1) Amount of advance payment as described in Article 6 of the Agreement (estimated amount)

(1) 100% CITY

1051240

ITEM NUMBER	SP 6680-117 SIGNAL SYSTEM WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM	LUMP SUM	0.20	11,295.00	2,259.00
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM	SYSTEM	0.20	208,595.50	41,719.10
				TOTAL	\$43,978.10
	(1) 100% CITY	\$43,978.10			

(2) 80% STATE, 20% CITY

ITEM NUMBER	SP 6680-117 STATE FURNISHED MATERIALS	UNIT	QUANTITY	UNIT PRICE	COST (2)
	ATC CABINET 350	EACH	1.00	35,729.60	35,729.60
	VIDEO DETECTION SYSTEM	EACH	1.00	22,129.63	22,129.63
	VIDEO DETECTION CAMERA	EACH	1.00	5,610.50	5,610.50
	FIBER	EACH	1.00	899.09	899.09
				TOTAL	\$64,368.82
	(2) 80% STATE	\$51,495.06			
	20% CITY	\$12,873.76			

(3) 80% CITY, 20% CITY*

ITEM NUMBER	SP 6680-117 SIGNAL POLE PAINTING	UNIT	QUANTITY	UNIT PRICE	COST (3)
	SIGNAL POLE PAINTING	LIN FT	340.00	36.00	12,240.00
				TOTAL	\$12,240.00
	(3) 80% CITY	\$9,792.00			
	20% CITY*	\$2,448.00			
	*This amount already covered by the City's share of the Traffic Control Signal System bid item. For information only.				



Request for Council Action

TO: Mayor and City Council
THROUGH: Heritage Preservation Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community and Economic Development Director
MEETING DATE: August 23, 2022
SUBJECT: Resolution 2022-178 Approving a Public Art – Mural Permit to Relocate the Tilt-a-Whirl Mural to the Paradise Center for the Arts at 321 Central Avenue

Background:

The Mural Society of Faribault has been asked by Rice County to relocate the Tilt a Whirl mural which is on a county building at 119 4th St. NW, that is planned for demolition. They are requesting approval from the City to relocate the mural to the back of the Paradise Center for the Arts in Faribault at 321 Central Avenue.

The mural is 8' tall x 36' wide. It also has a small panel on the bottom, about 16" x 20' wide. It is constructed of aluminum composite panels mounted on a 1" aluminum tube frame. It is currently mounted to the wall with aluminum angle brackets mounted to the brick and then the mural is fastened to the angle brackets. Adam Scholliegerdes of Sakatah Carvers, Signs & Creations will move it and plans to reuse the brackets or mount them in the same fashion on the back of the Paradise Center. The Paradise Center has agreed to the mural being moved onto the back of their building.

At its meeting of August 17, 2022, the Heritage Preservation Commission reviewed the application, and has approved a Certificate of Appropriateness for the mural on the rear of the Paradise Center in the Heritage Preservation District and is recommending City Council approval of the Public Art Permit in this case.

Recommendation:

Adopt Resolution 2022-178 Approving a Public Art Permit to relocate the Tilt-a-Whirl Mural to rear of the Paradise Center for the Arts at 321 Central Avenue.

Attachments:

1. Resolution 2022-178 Approving a Public Art Mural at 321 Central Ave

CITY OF FARIBAULT

RESOLUTION #2022-178

APPROVING A PUBLIC ART - MURAL PERMIT TO RELOCATE THE TILT-A-WHIRL MURAL TO THE PARADISE CENTER FOR THE ARTS AT 321 CENTRAL AVENUE

WHEREAS, Gail Kielmeyer on behalf of the Mural Society of Faribault, Mural Owner, has applied for approval of public art, to install a mural on the rear (east) wall of the Paradise Center for the Arts at 321 Central Avenue; and

WHEREAS, the Tilt-a-Whirl mural is presently located on the building at 119 4th Street NW, owned by Rice County. The property owner wishes to redevelop the site and has asked the Mural Owner to remove the mural prior to demolition of this building; and

WHEREAS, the Paradise Center for the Arts has granted permission to relocate the Tilt-a-Whirl mural to the rear of their building at 321 Central Avenue; and

WHEREAS, the City Council has established guidelines for public art installation in the City to ensure that the public art being installed contributes to the City's visual character, enhances the area in which it is proposed to be located and creates a unique sense of place; and

WHEREAS, the Heritage Preservation Commission (HPC) has reviewed the application at its meeting on August 17, 2022 and found that the application met the City design guidelines for the Heritage Preservation District and has approved a Certificate of Appropriateness accordingly; and

WHEREAS, the HPC discussed the proposed location and determined that the proposed location on the rear of the Paradise Center for the Arts is readily visible and the mural will be an appropriate enhancement on the rear façade of this building in the Heritage Preservation District and is therefore recommending approval of the application.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of Faribault hereby approve the application for a mural to be

placed on the rear (east) wall of the Paradise Center for the Arts at 321 Central Avenue as depicted on Exhibit A.

Date Adopted: August 23, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A



The Mural Society of Faribault has been asked by Rice County to relocate the Tilt a Whirl mural which is on a county building that they will be demolishing this fall. We are requesting permission to put it on the back of the Paradise Center for the Arts in Faribault.

The mural is 8' tall x36' wide. It also has a small panel on the bottom about 16" x 20'wide. It is constructed out of 1" aluminum tube frame with aluminum composite panels mounted on the frame. It is currently mounted to the wall with aluminum angle brackets mounted to the brick and then the mural is fastened to the angle brackets. Adam Scholliegerdes of Sakatah Carvers, Signs & Creations () will move it and plans to reuse the brackets or mount in the same fashion on the back of the Paradise.

The Paradise has agreed to the mural being moved onto the back of their building. Heidi Nelson is the Executive Director. It is located at 321 Central Ave. N. Phone () .

Thank You,
Gail Kielmeyer
Faribault Mural Society



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 23, 2022
SUBJECT: Resolution 2022-182 Approve Early Construction Agreement for MAB Addition

Background:

William Malecha, owner and developer of the new Malecha Auto Body site at 2005 2nd Avenue NW, has requested an early construction agreement for his development. It typically takes some time to finalize the plat and related agreements before recording them with Rice County. Due to unique construction scheduling issues, the owner desires to start limited construction at the site in advance of recording the plat and agreements associated with MAB ADDITION.

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 owner execute an Early Start Agreement. City Staff believes it is reasonable to allow the limited site work, 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:

Adopt Resolution 2022-182 approving an early construction agreement related to MAB Addition and Malecha Auto Body site development.

Attachments:

1. Resolution 2022-182 Approving an Early Construction Agreement Related to MAB Addition

CITY OF FARIBAULT

RESOLUTION #2022-182

APPROVE EARLY CONSTRUCTION AGREEMENT FOR MAB ADDITION

WHEREAS, the Faribault City Council, on July 26, 2022, approved Resolution 2022-157: Approving the Preliminary Plat and Final Plat of MAB ADDITION; and

WHEREAS, Malecha Properties LLC. (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 to 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 23, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT 1

EARLY CONSTRUCTION AGREEMENT MAB 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 Malecha Properties LLC a Minnesota Limited Liability Company (the "Developer"). This Agreement refers to the City and the Developer individually as a "Party" and collectively as the "Parties".

RECITALS

- A. On July 26, 2022, the Faribault City Council approved Resolution 2022-157, Approving the Preliminary Plat and Final Plat of MAB ADDITION (the "Property"), legally described in EXHIBIT A of this Agreement and graphically depicted in EXHIBIT B.
- B. Per Resolution 2022-157, 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 Minnesota Limited Liability Company.
 - B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the individual who executes this Agreement is duly authorized to sign on behalf of the Developer and bind the Developer to this Agreement.
 - C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound, which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree that would prohibit the Developer's execution, performance, or transactions provided for in this Agreement.

- D. The Developer has complied with and will continue to comply with all applicable federal, state, and local statutes, laws, ordinances, and regulations, including any permits, licenses, and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property and the 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 MAB 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.

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 MAB 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.

- 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. If construction is abandoned or is to be permanently discontinued, the City may require the Developer to remove the improvements and restore any disturbed areas in accordance with City Ordinance requirements.
- 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 the Developer for MAB 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: Malecha Properties LLC.
 23227 Bagley Avenue
 Faribault, MN 55021
 Attn: William Malecha
 Email: _____

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

Malecha Properties LLC.

By: _____

William Malecha, Chief Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by William Malecha, Chief Manager, Malecha Properties LLC. a Minnesota Limited Liability 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

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1:

Lot 1, Block 1, Kuntze Addition, Faribault, Rice County, Minnesota

Parcel 2:

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

Parcel 3:

Outlot A, Kuntze Addition, Faribault, Rice County, Minnesota

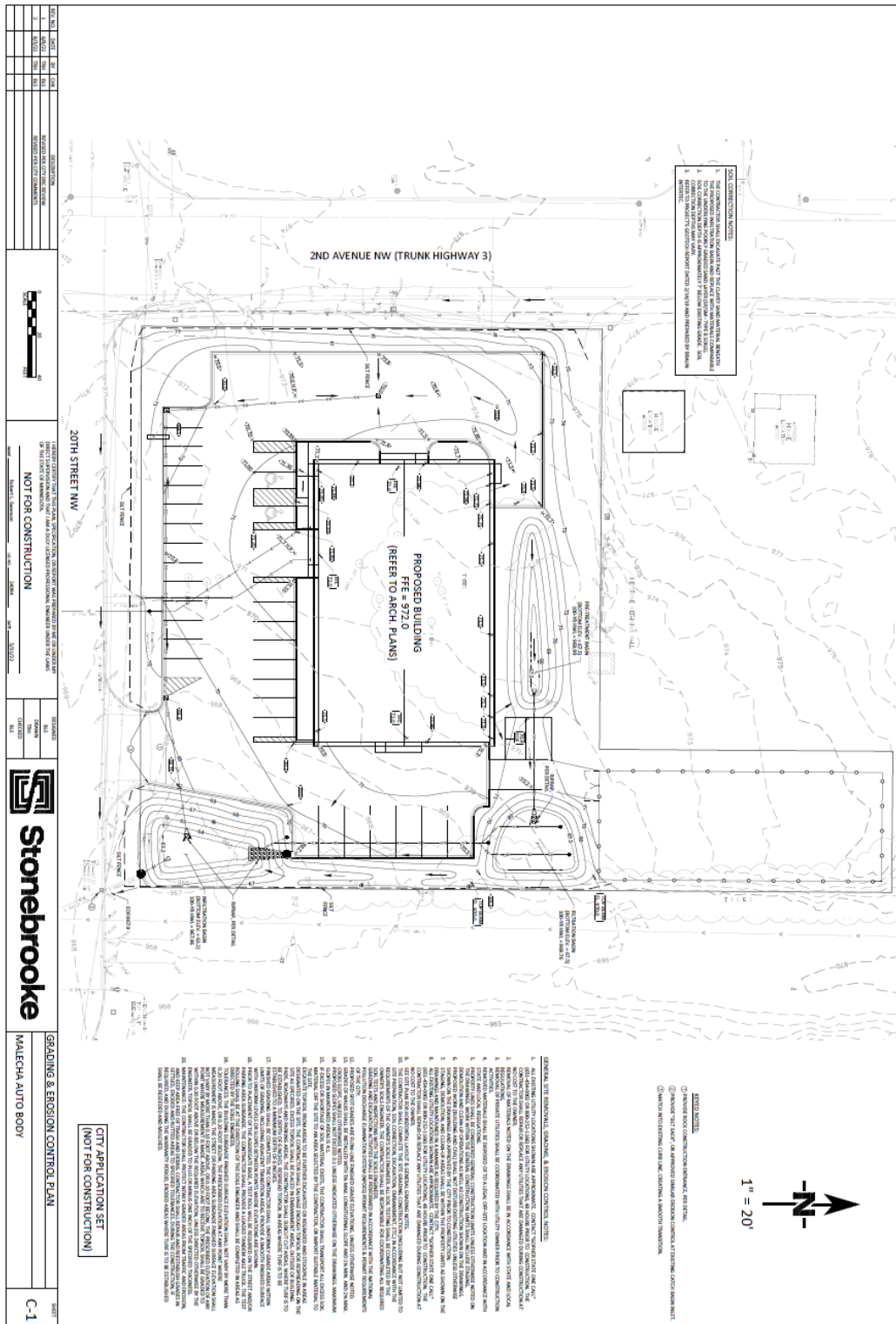
TO BE PLATTED AS :

Lot 1, Block 1, MAB ADDITION, Faribault, Rice County, Minnesota

Aug 15, 2022 - 10:32am - S:\PROJECTS\CIVIL\0812_RidgeLine_Group\000000 (Molecha Autobody - City of Faribault - Rice County)\Survey\Cadd_Files\000000FP01.dwg



GENERAL DEPICTION OF THE EARLY CONSTRUCTION





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: August 23, 2022
SUBJECT: Resolution 2022-183 Authorizing Execution of a Sub-Grantee Agreement with KK&G Properties LLC Related to the DEED Contamination Cleanup Grant Contract for the Farmer Seed Redevelopment Project

Background:

Working in conjunction with KK&G Properties, the City applied for a DEED Contamination Cleanup Grant to assist with the costs of redeveloping the Farmer Seed site. The project was awarded a \$244,016 grant. The grant is for the investigation and RAP development, contaminated soil excavation/transport/disposal, clean backfill, and environmental oversight and reporting. KK&G is responsible for all of the costs associated with the cleanup of the site. In working with DEED, it has been determined that the best mechanism to support this model for cleanup and redevelopment is to enter into a sub-grantee agreement that transfers the responsibilities of the grant to the developer.

The developer, through this agreement, is responsible for ensuring that all provisions of the Grant Contract are followed, and for ensuring that all contractors comply with applicable state and federal laws (including OSHA regulations). KK&G will submit invoices for payment with all supporting documentation to the City, and Staff will review and submit to DEED for payment following the prescribed pay request format and process. These payments will then be distributed to KK&G - up to the amount eligible through the grant. KK&G will also be responsible for working with Staff on annual reporting on the use of the funds and on the progress of the project per the terms of the grant.

Similar agreements have been used for other projects to transfer the grant

responsibilities to the developer, allowing the City to serve as a "pass-thru" for accessing the funds.

Recommendation:

Approve Resolution 2022-183 Authorizing Execution of a Sub-Grantee Agreement with KK&G Properties LLC Related to the DEED Contamination Cleanup Grant Contract for the Farmer Seed Redevelopment Project

Attachments:

1. Resolution 2022-183 Authorizing Execution of Sub Grantee Agreement with KKG Related to the DEED Cleanup Grant Contract

CITY OF FARIBAULT

RESOLUTION #2022-183

AUTHORIZING EXECUTION OF A SUB-GRANTEE AGREEMENT WITH KK&G PROPERTIES LLC RELATED TO THE DEED CONTAMINATION CLEANUP GRANT CONTRACT FOR THE FARMER SEED REDEVELOPMENT PROJECT

WHEREAS, the City of Faribault, a Minnesota municipal corporation (the "City"), and KK&G Properties LLC, a limited liability company ("Developer") worked in conjunction to submit a successful DEED Contamination Cleanup Grant application for the Farmer Seed and Nursery Redevelopment Site legally described as Lot 1 Block 9 of MCCLELLANDS ADD L1 & L2 & L3 & L4 & L7 & L8 & L9 & L10 & THOSE PARTS L5 & L6 BEG SW COR E40FT L7 TH S89D17'01"W ALG SLY L1 B9 34.63FT TH N04D30'21"W 330.30FT TAP N L1 B9 TH N89D15'22"E ALG N L1 59.67FT TO NW COR E40FT L4 TH S0D09'30"E ALG W L1 E40FT LOTS 4 & 7 329.63FT TO POB (the "Property"); and

WHEREAS, the Sub-Grantee Agreement (Attachment A) articulates the responsibilities of the parties related to the terms and requirements of the Grant Contract – Grant No: CCGP-22-0012-Z-FY22; and

WHEREAS, The Sub-Grantee Agreement assigns the grant, and grant funds in the amount of \$244,016 for the contamination cleanup costs as identified in the Grant Contract.

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 Sub-Grantee 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 Sub-Grantee Agreement and that are approved by the City's Mayor and City Administrator, which approvals shall be conclusively evidenced by execution of the Sub-Grantee 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 Sub-Grantee 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 23, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

ATTACHMENT A

CONTAMINATION CLEANUP GRANT SUB-GRANT AGREEMENT

This Contamination Cleanup Grant Sub-Grant Agreement (“Contract”) is entered into on this ____ day of _____, 2022, by and between the **CITY OF FARIBAULT**, a Minnesota municipal corporation (“Sub-Grantor”) and **KK&G PROPERTIES LLC**, a Minnesota limited liability company (“Sub-Grantee”).

RECITALS

WHEREAS, the State of Minnesota, acting through the Department of Employment and Economic Development, Business and Community Development Division (“Grantor”) and the Sub-Grantor have entered into that certain Contamination Cleanup Grant Contract, Grant No. CCGP-22-0012-Z-FY22 (“Grant Contract”) in connection with the Farmer Seed and Nursery Redevelopment Site (“Project”); and

WHEREAS, the Sub-Grantee is the fee owner of real property in Faribault, Minnesota, legally described as follows: Lot 1 Block 9 of MCCLELLANDS ADD L1 & L2 & L3 & L4 & L7 & L8 & L9 & L10 & THOSE PARTS L5 & L6 BEG SW COR E40FT L7 TH S89D17’01”W ALG SLY L1 B9 34.63FT TH N04D30’21”W 330.30FT TAP N L1 B9 TH N89D15’22”E ALG N L1 59.67FT TO NW COR E40FT L4 TH S0D09’30”E ALG W L1 E40FT LOTS 4 & 7 329.63FT TO POB, according to the recorded plat thereof on file and of record in the office of the County Recorder in and for Rice County, Minnesota (“Project Location”); and

WHEREAS, the Sub-Grantor worked in conjunction with the Sub-Grantee to prepare and submit a successful grant application for the Project; and

WHEREAS, the Sub-Grantor and Sub-Grantee are entering into this Contract to fund part of the cost of contamination cleanup work of the Project (“Cleanup Costs”).

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, Sub-Grantor and Sub-Grantee do hereby agree as follows:

1. **SATISFACTION OF GRANT CONTRACT.** Sub-Grantee agrees to be bound by and to comply with the terms and requirements of the Grant Contract. Sub-Grantee also agrees to be responsible for any penalties due by reason of Sub-Grantee’s failure to comply with the Grant Contract. The Grant Contract is incorporated herein by reference. If there are any inconsistencies or conflicts between this Contract and the Grant Contract, the terms of the Grant Contract shall control.

2. **ASSIGNMENT OF GRANT.** To the fullest extent Sub-Grantor receives funds from the Grantor, the Sub-Grantor hereby grants to the Sub-Grantee the amount of TWO HUNDRED FORTY-FOUR THOUSAND SIXTEEN and 00/100 Dollars (\$244,016.00) for Contamination Cleanup Costs as identified in the Grant Contract, or such lesser amount that Sub-Grantor actually receives from Grantor.

3. **PAYMENT.** The Sub-Grantor will disburse Grant Contract funds in response to one or more written payment requests submitted by the Sub-Grantee and reviewed and approved by the Sub-Grantor's authorized agent. Sub-Grantor's obligation to disburse funds to the Sub-Grantee is contingent upon receipt by the Sub-Grantor of the funds from the Grantor. Written payment requests shall be made using payment request forms, the form and content of which will be determined by the Sub-Grantor. Payment request and other reporting forms will be provided to the Sub-Grantee by the Sub-Grantor. The Sub-Grantor will disburse grant funds on a reimbursement or "cost incurred" basis and such disbursements shall be limited to the amounts actually received by Sub-Grantor from Grantor. The Sub-Grantee must provide with its written payment requests documentation that shows the progress of the grant-funded Project activities. Subject to verification of each payment request form (and its documentation) and approval for consistency with this Contract, the Sub-Grantor will disburse a requested amount to the Sub-Grantee within sixty (60) days after receipt of funds from the Grantor.

4. **REPORTING.** The Sub-Grantee will submit information and updates required by the Grant Contract at least fourteen (14) days prior to the required submission date. The Sub-Grantor will review these materials and submit to the Grantor.

5. **MISCELLANEOUS.**

a. **Authorized Representatives.**

The Sub-Grantor's Authorized Representative is:

Deanna Kuennen
Community and Economic Development Director
City of Faribault
208 1st Avenue Northwest
Faribault, MN 55021
507-333-0376
dkuennen@ci.faribault.mn.us

The Sub-Grantee's Authorized Representative is:

Nicole El-Sawaf, President
2105 Winnetka Avenue North
Golden Valley, MN 55427
nicole@midwestindoorstorage.com

- b. **Assignment.** Sub-Grantee may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the Sub-Grantor and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this Contract, or their successors in office. Sub-Grantor shall have sole

discretion to determine whether further assignments of these rights complies with the Grant Contract.

- c. **Amendments.** Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Contract, or their successors in office.
- d. **Waiver.** If the Sub-Grantor fails to enforce any provision of this Contract, that failure does not result in a waiver of the right to enforce the same or another provision of the Contract in the future.
- e. **Liability and Indemnification.** Sub-Grantee will indemnify, save, and hold the Sub-Grantor, its agents, and employees, harmless from any third-party claims or causes of action, including attorney's fees incurred by the Sub-Grantor arising from the performance of this Contract by Sub-Grantee or Sub-Grantee's agents or employees. This clause will not be construed to bar any legal remedies Sub-Grantee may have for the Sub-Grantor's failure to fulfill its obligations under this Contract.
- f. **Records and State Audits.** Sub-Grantee shall maintain such books and records as will satisfactorily demonstrate to Federal, State, Grantor's and Sub-Grantor's Auditors that Sub-Grantee has used the grant funds in accordance with the Grant Contract and this Contract. Under Minn. Stat. § 16C.05, subd. 5, Sub-Grantee's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Contract.
- g. **Government Data Practices.** Sub-Grantee and Sub-Grantor must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by Sub-Grantee under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Sub-Grantee under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either Sub-Grantee or the Sub-Grantor. If Sub-Grantee receives a request to release the data referred to in this clause, Sub-Grantee must immediately notify the Sub-Grantor. The Sub-Grantor will give Sub-Grantee instructions concerning the release of the data to the requesting party before the data is released.
- h. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Rice County, Minnesota.
- i. **Termination for Insufficient Funding.** The Sub-Grantor may immediately terminate this Contract if it does not obtain funding from the Grantor, or if Grantor otherwise notifies Sub-Grantor that the Grant Contract has been terminated. Notice of such termination must be by written or fax notice to Sub-Grantee. The Sub-Grantor

is not obligated to pay for any costs incurred after notice and effective date of termination. However, Sub-Grantee will be entitled to payment for all eligible costs to the extent that funds are available.

*****Signature Pages Follow*****

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

KK&G PROPERTIES LLC

By:

Nicole El-Sawaf, President

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of August, 2022, by Nicole El-Sawaf, President of KK&G Properties LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

This document drafted by:

KENNEDY & GRAVEN, CHARTERED (SJR)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Manager
MEETING DATE: August 23, 2022
SUBJECT: Resolution 2022-179 Approve Hiring of Police Officer

Background:

Due to a resignation, there is a need to fill a Police Officer position within the City of Faribault. The position has been posted since January 2, 2022.

Applications have been reviewed and scored on an ongoing basis. The interviews for this opening were held on May 12, 2022 and May 18, 2022. The interview panels consisted of Police Captains David Dillon, Neal Pederson, and Jason Severson, Donna Braun, Payroll and Benefits Specialist, John Sherwin, Police Chief and Kevin Bushard, Human Resources Manager. From those interviews, the panel selected Allison Schak as the recommendation for hire.

Resolution 2022-179, recommends the hiring of Allison Schak. Allison has completed the background check, psychological exam and is physically able to perform the Police Officer position. She would be hired in wage Grade J-1, Step 1, under the LELS Local 357 CBA for 2022-2024.

Recommendation:

Approve Resolution 2022-179, approving the hiring of Allison Schak as a Police Officer for the City of Faribault.

Attachments:

1. 2022-179 Approve Hiring Police Officer

CITY OF FARIBAULT

RESOLUTION #2022-179

APPROVE HIRING POLICE OFFICER

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

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

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

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

Date Adopted: August 23, 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 23, 2022
SUBJECT: Approve Release Agreement for Early Retirement

Background:

The City Council has approved an early retirement incentive plan on June 28, 2022. With that, Glenn Cunningham is eligible for this plan and has filled out the release agreement to accept early retirement no later than December 31, 2022.

Recommendation:

Approve Release Agreement for Early Retirement for Glenn Cunningham.

Attachments:

1. Glenn Cunningham Release Agreement



Release Agreement Early Voluntary Retirement

This is an agreement (the "Agreement") between Glenn Cunningham (hereinafter "Employee") and the City of Faribault (hereinafter the "City") regarding Employee's early voluntary retirement from employment with the City and Employee's acceptance of certain benefits in exchange for signing this release agreement. The purpose of this Agreement is to fully resolve any and all early incentive retirement benefits, any regular retirement benefits, and any and all disputes/claims concerning employment, early retirement and/or regular retirement with the City.

Terms and conditions for this program are outlined in the 2022 Early Retirement Incentive Program (the "Program"), a copy of which is attached and made part of this Agreement, as approved by the Faribault City Council on June 28, 2022.

1. In exchange for the promises and agreements made by Employee in this Agreement, the City will provide Employee with the following benefits:
 - a. Payment of any accrued leave according to termination consideration set forth in any employee contract or employee compensation guidelines.
 - b. A lump sum payment in accordance with the financial incentive payment section of the Program (with the amount specified below). The lump sum payment along with any other negotiated or agreed upon retirement benefits shall be made to Employee within fourteen (14) days after the expiration of the rescission/revocation periods identified in Paragraph 3 herein.
 - c. As permitted or required by law, retired employees may stay on the City's health insurance, but will be required to pay the full premium for the plan they select.
2. In exchange for the benefits provided by the City as described above, Employee agrees to the following terms:
 - a. Date of retirement shall be no later than December 31, 2022.
 - b. The lump sum payment amount shall be \$28,317.60.
 - c. This agreement constitutes the entire agreement between the parties with respect to the employment relationship between Employee and the City, and replaces any and all prior

agreements or understandings, including collective bargaining agreements, and the parties agree that there were no inducements or representations leading to the execution of this Agreement except as herein contained.

- d. In consideration of the terms described in this agreement and release of claims, Employee and their heirs, administrators, representatives, successors, and assigns, releases and forever discharges the City and its attorneys, agents, representatives, employees, former employees, insurers, heirs, executors and assigns of and from any and all past, present or future claims, demands, obligations, actions or causes of action, at law or in equity, whether arising by statute, common law or otherwise, and for all claims for damages, of whatever kind or nature, and for all claims for attorneys' fees, costs and expenses, including but not limited to all claims of any kind arising out of your employment, including but not limited to claims for emotional distress, discrimination, or constructive discharge. Employee specifically releases the City from any claims for benefits, salary, severance payments, or any other benefits to which you might otherwise be entitled.
- e. Employee is not releasing or relinquishing any right to defense and indemnification by the City for any possible claims asserted by third parties arising out of the performance of Employee's duties as an employee of the City for which the City is obligated by state or federal law to defend and indemnify the Employee.
- f. In consideration of the terms described in this agreement and release of claims, Employee further acknowledges they are knowingly and voluntarily waiving all possible rights or claims arising under the Age Discrimination in Employment Act, 29 U.S.C. 626, and all possible rights or claims arising under the Minnesota Human Rights Act, Minn. Stat. 363A, et al., and that Employee has had an opportunity to consult with an attorney concerning the waiver of and content of the rights available under these acts.
- g. Employee further acknowledges they are waiving and releasing any rights that Employee might otherwise have under the City Charter, and state or federal law with respect to a hearing with respect to any matter arising out of Employee's employment with the City or arising out of matters set forth in this Agreement.
- h. Employee acknowledges that all confidential information regarding the business of the City compiled by, created by, and obtained by, or furnished to Employee during their employment with the City is the exclusive property of the City. Employee will promptly, on or prior to the date of Employee's retirement, return to the City all originals and copies of any material involving such confidential information. Employee affirms and agrees to abide by their obligation not to use or disclose confidential information about the City to any third party, including but not limited to potential employers, parties doing business with the City or parties with interests adverse to the City. Employee further affirms they understand that the term "confidential information" includes, but is not limited to, sensitive

and/or legally privileged data, but does not include information and documents already in the public domain.

- i. Employee acknowledges they voluntarily entered into discussions with Administration regarding the Early Voluntary Retirement program. Employee further acknowledges that both parties mutually agreed to the terms and conditions of this program under the auspices that the purpose of the program is to aid an employee who wants to retire but needs assistance with health insurance coverage and that the City benefits in the short term and/or long term from the reduction in salary/benefits/severance costs.
 - j. The City reserves the right to cancel this program at any time. However, any employees that have fully executed agreements will still be entitled to receive the incentive, assuming they have complied with all the terms and conditions of this program and the agreement.
3. This Agreement is subject to the following rescission/revocation periods as provided by law:

<u>Act</u>	<u>Revocation Period</u>
Age Discrimination in Employment Act, 29 U.S.C. § 626(f) (1) (G)	7 days
Minnesota Human Rights Act, Minn. Stat. § 363A.031, Subd. 2	15 days

Once the Agreement has been executed, the Employee understands that he/she has the right to rescind and/or revoke the waivers and releases contained in this Agreement. To be effective, the rescission or revocation must be in writing and delivered to the City either by hand or mail within the 7-day period for the Age Discrimination in Employment Act, or within the 15-day period for the Minnesota Human Rights Act. If delivered by mail, the rescission or revocation must be: (1) postmarked within the applicable 7- or 15-day period; (2) properly addressed to the City; and (3) sent by certified mail return receipt requested. The address of the City is:

City of Faribault
Attention: Tim Murray, City Administrator
208 NW 1st Avenue
Faribault, MN 55021

IN WITNESS WHEREOF, City has caused this Agreement to be executed on its behalf by its Mayor and City Council, and Employee has signed this Agreement, as of the day and year written below.

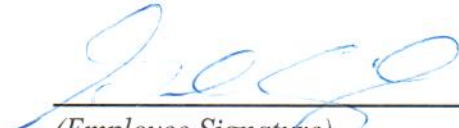
CITY COUNCIL

By: _____
Kevin F. Voracek, Mayor

By: _____
Timothy C. Murray, City Administrator

Date: _____

EMPLOYEE



(Employee Signature)

Date: 8/8/2022



2022 Early Retirement Incentive Program

Following is an outline of the Early Retirement Incentive Program that is offered to eligible employees on a voluntary basis as a means to (1) provide recognition to employees for service to the City, (2) provide promotion/advancement opportunities for existing employees, (3) be a possible catalyst for organizational/position considerations, and (4) produce (potential) cost savings over time.

1. Eligibility requirements for the program:
 - a) Permanent, fulltime City of Faribault employee
 - b) Age 60+ on or before December 31, 2022
 - c) Minimum of 10 years of employment with the City of Faribault
 - d) Employee in "good standing" at time of retirement
2. Conditions of taking this incentive are proposed as follows:
 - a) Submit notice to participate no later than September 30, 2022, with an effective retirement date on or before December 31, 2022
 - b) Employees must provide a minimum of 90-days' notice of retirement (unless otherwise waived by the City Administrator)
 - c) Notice of retirement is not retractable after three (3) calendar days
 - d) Employees will execute an agreement accepting the terms and conditions of the program (to be approved by City Council)
3. Determination of financial incentive payment:
 - a) City will compensate the employee an amount equal to the estimated 2023 premium cost for the \$2,800 Deductible Plan, Single Coverage (\$786.60/month) times the number of months from the date of retirement to the time the employee reaches Medicare-eligible age (65).
 - b) The minimum payment for any employee will be for 12 months (\$9,439.19), and the maximum payment will be for 36 months (\$28,317.56).
 - c) Payment will be a lump sum at the time of retirement with other accrual/severance payouts going 100% into a Health Care Savings Plan (HCSP). The HCSP would include the following:

- The City of Faribault and specifically the early retirement incentive program eligible employees, would participate in the plan which provides tax free contributions to the plan as well as tax free earnings and reimbursement of funds to the participant upon termination of employment from public service, regardless of age.
 - The HCSP is a tax-free account where contributions and reimbursements are not reportable on the employee's state or federal income tax returns. The monies can be utilized by the employee for reimbursement of eligible medical expenses, tax-free, for as long as there are monies in the account. If the participant were to pass away with monies in the account then they pass to the spouse or dependent children under age 26, tax-free and can be utilized the same way. If there is no spouse or eligible dependents, then those monies pass to a beneficiary to be used in the same manner, but they are then paid as ordinary income.
- d) Per existing labor agreements, retired employees may elect to stay with City health insurance coverage until Medicare-eligible age, but will be required to pay the full premium for the plan they select.

The City reserves the right to cancel this program at any time. However, any employees that have fully executed agreements will still be entitled to receive the incentive, assuming they have complied with all the terms and conditions of this program and the agreement.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: August 23, 2022
SUBJECT: Resolution 2022-188 Approve Annexation Agreement Between City of Faribault and Steven E. Patee and Mary Ann D. Patee, and Paul W. Friesen and Wanda K. Friesen

Background:

On May 10, 2022, the City Council approved Ordinance 2022-11 Annexing Certain Lands from Cannon City Township and Zoning Such Lands in the I-1, Light Industrial District. The parcel included in the annexation and subsequently in the CANNON RIVER VIEW plat contains the existing Borchert Motors auto repair business. Due to the fact that the parcel to be annexed has an existing business that is intended to remain and said business was established before being incorporated into the City and was developed outside of the City's zoning regulations, the property owners and the City have negotiated the attached annexation agreement. The annexation agreement details the terms and conditions regarding existing site non-conformities, parkland dedication requirements, property addressing, costs and connection timelines for connecting to City utilities, and easement and right-of-way dedication related to the plat.

Recommendation:

Approve Resolution 2022-188 Approving Annexation Agreement Between City of Faribault and Steven E. Patee and Mary Ann D. Patee, and Paul W. Friesen and Wanda K. Friesen

Attachments:

1. Resolution 2022-188 Approve Annexation Agreement
2. Development and Annexation Agreement with City and Subdividers Cannon River View

CITY OF FARIBAULT

RESOLUTION #2022-188

APPROVE ANNEXATION AGREEMENT BETWEEN CITY OF FARIBAULT AND STEVEN E. PATEE AND MARY ANN D. PATEE, AND PAUL W. FRIESEN AND WANDA K. FRIESEN

WHEREAS, Steven E. Patee and Mary Ann D. Patee, and Paul W. Friesen and Wanda K. Friesen (collectively the Owner) submitted a petition to the City of Faribault, dated March 17, 2022, requesting annexation of property in Cannon City Township to the City of Faribault; and

WHEREAS, the City of Faribault on April 26, 2022 approved the annexation of said property per Ordinance 2022-11; and

WHEREAS, the City and Owner desire to agree to certain terms related to the annexation described in the above recitals and to the future development associated with the subject property; and

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

Section 1. The City Council of the City of Faribault hereby approves the Annexation Agreement presented in Exhibit 1 of this Resolution.

Section 2. The Mayor, City Administrator, City Staff, and the City's Consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient to accomplish the intent of this Resolution.

Section 3. This resolution shall become effective immediately upon its passage and without publication.

Date Adopted: August 23, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT 1

**CITY OF FARIBAUT, MINNESOTA
SUBDIVISION AND ANNEXATION AGREEMENT**

THIS SUBDIVISION AND ANNEXATION AGREEMENT (the "Agreement") is made this _____ day of _____, 2022, by and between City of Faribault, Minnesota, a municipal corporation under the laws of Minnesota (the "City") and Steven E. Patee, Mary Ann D. Patee, Paul W. Friesen, and Wanda K. Friesen, individuals (collectively, the "Subdivider") together with the City (the "Parties" or each (a "Party")).

RECITALS

WHEREAS, the City received a petition from the Subdivider for the immediate annexation of the property legally described and graphically depicted in *Exhibit A* attached hereto (the "Annexation Property"); and

WHEREAS, the Annexation Property is to be included in the plat of CANNON RIVER VIEW (the "Plat"), and the Subdivider intends to participate in the Plat; and

WHEREAS, this Agreement shall govern Lot 1, Block 4, of the Plat (the "Subdivider's Property"), which includes the Annexation Property; and

WHEREAS, on April 26, 2022, the City Council of the City of Faribault approved Resolution 2022-086, which amended the Comprehensive Plan of the City of Faribault to guide the Subdivider's Property for commercial/industrial mixed-use upon the annexation to the City and the recording of the Plat; and

WHEREAS, on April 26, 2022, the City Council of the City of Faribault approved Ordinance 2022-11, which zones the Subdivider's Property as I-1, Light Industrial upon its annexation to the City and the recording of the Plat; and

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WHEREAS, the Minnesota Office of Administrative Hearings issued an order granting annexation of the Annexation Property, a copy of which is attached hereto as *Exhibit B*; and

WHEREAS, City utilities, including water and sanitary sewer, must be extended to serve the Subdivider's Property within the City, and the Parties agree to work together as outlined in this Agreement to extend the utilities to the Subdivider's Property; and

WHEREAS, the City is responsible for coordinating, bidding, and awarding a public improvement project (the "Utilities Project") to serve the Subdivider's Property with municipal utility services; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and obligations set forth herein, the Parties agree as follows:

TERMS OF THE AGREEMENT

1. Statement of Intent. It is the intention of the Parties that this Agreement documents the present understanding and commitments of the Parties. This Agreement will supersede all obligations of the Parties hereunder.
2. Term; Duties.
 - A. During the term of this Agreement, the City agrees to:
 - i. Proceed to seek all necessary information regarding the anticipated public costs, if any, associated with the Development;
 - ii. Endeavor to extend municipal utilities to the Subdivider's Property via the processing of the Utilities Project; and
 - iii. Complete the construction of the necessary municipal utilities to serve the Property.
 - B. During the term of this Agreement, the Subdivider agrees to:
 - i. Obtain all required approvals from the City (including, but not limited to, approvals from the City Engineer, the City Planner, the City Building Official, the Public Works Department, and any other governing authority), as necessary;
 - ii. Obtain any other necessary approvals from any governing authority public or private;

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- iii. Participate in the execution of the Plat and the CANNON RIVER VIEW Development Agreement; and
 - iv. Dedicate the necessary temporary construction easements as shown on *Exhibit C* , subject to minor revisions pending completion of final plans, at no cost to the City for the construction of the public improvements in City Contract 2023-04.
3. Nonconforming Uses and Structures. The Parties agrees that, upon the annexation of the Annexation Property and the recording of the Plat, some existing conditions on the Subdivider's Property may violate the City's Code of Ordinances. The Parties agree to administer these nonconforming conditions as follows:
- A. The City will allow the following existing nonconforming conditions on the Subdivider's Property to remain per the City's nonconforming provisions outlined in the City's Unified Development Ordinance:
 - i. Nonconforming building and pavement setbacks;
 - ii. Nonconforming landscaping;
 - iii. Nonconforming signage;
 - iv. Nonconforming building materials; and
 - v. Similar nonconforming conditions as determined by the City Planner.
 - B. By September 1, 2024, the Subdivider must ensure that all outdoor storage on the Subdivider's Property is consistent with the applicable provisions of the City's Unified Development Ordinance. At such time, no parking or storage shall be allowed on the lawn.
 - C. The City shall allow short-term parking of vehicles on the Subdivider's lawn when the paved surfaces on the Subdivider's Property are occupied and preclude storing of said vehicles on the paved surfaces. Storage of vehicles on the Subdivider's lawn shall be for the shortest reasonable time, but in no case shall it exceed 72 consecutive hours nor more than three vehicles at a time. Vehicles stored on the Subdivider's lawn must be limited to actively serviced vehicles; in no

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case may the vehicles leak fluids or deposit other hazardous materials on the lawn.

4. Parkland Dedication. The City shall not require parkland dedication related to the Subdivider's Property. However, a future subdivision of the Subdivider's Property, or a change in the use of the Subdivider's Property that increases the demand for the City's parks, may require Subdivider, or its successors or assigns, to provide the City with parkland dedication, or cash instead of parkland, as outlined in the City's Unified Development Ordinance.
5. Property Address. The City has the right, but not the obligation, to direct the Subdivider, or its successors and assigns, to change the address of the Subdivider's Property to correspond to the City's addressing protocols outlined in the City's Community Management Plan. The cost of such compliance shall be borne solely by the Subdivider or its successors and assigns.

The City agrees to allow the Subdivider's Property to maintain its Rice County assigned address until one of the following occurs:

- A. The Subdivider requests that the City assign the Subdivider's Property a City address;
 - B. The City determines that it is in the interest of public safety to change the Rice County assigned address to a City address;
 - C. The Subdivider changes or discontinues the use of the Subdivider's Property; or
 - D. The Subdivider sells or conveys the Subdivider's Property to another party.
6. Development Permits. The Subdivider agrees that all development activity on the Subdivider's Property shall comply with the laws of the City. The Subdivider further acknowledges that it shall submit to the City all applicable permit applications for any work on the Property that was in progress at the time of the annexation, but not completed. For purposes of this section, completion of the work includes satisfaction of any County-issued permits.
 7. Public Improvement Project – Extension of Utilities.
 - A. Subject to appropriate funding, the City has agreed to extend public

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- water and sanitary sewer service to serve the Subdivider's Property. The City is responsible for the design and construction of the public utilities, which include the extension of lateral watermain and sanitary sewer lines to serve the Subdivider's Property. The Parties acknowledge that the City is seeking reimbursement of a portion of the public utility infrastructure costs from various sources of financial assistance, including state and federal grants and Rice County. The City anticipates that such costs will cover most infrastructure improvements, with the City paying any additional costs for extending trunk sanitary sewer and watermain utilities to serve the Subdivider's Property.
- B. To the extent that the Subdivider desires any changes to such design and construction, it may request, in writing, that the City, in its sole discretion, include such proposed changes to the designed plans. The City shall not accept any Subdivider-requested changes to the design or construction of such public utility infrastructure unless the Subdivider agrees to pay the full cost of such changes, as determined solely by the City.

8. Water and Sewer Connections; Septic Systems, and Wells.

- A. The Subdivider's Property is not currently connected to municipal water or sanitary sewer services. However, the City and the Subdivider have agreed to extend utility services to serve the Subdivider's Property. Standard sewer availability charges ("SAC") and water availability charges ("WAC") shall apply to any utility services provided to the Subdivider's Property. The City agrees to waive the WAC/SAC fees for the connection of the existing well and septic system on site. For any future connections or redevelopment that increases the number of WAC/SAC units for the site, the Subdivider or future property owner shall pay the standard WAC/SAC fee in effect at the time of utility connection for the increase in WAC/SAC units.
- B. The Subdivider's Property is currently served by a septic system and well. The City agrees to connect the Subdivider's Property to the municipal water and sanitary sewer system as part of the adjacent street and utility infrastructure projects. Upon connecting to the municipal water and sanitary sewer service, the City shall disconnect and abandon the septic system and well, per all applicable laws, rules, and regulations. The connections of the Subdividers existing sewer and water services to the new City utilities and the abandonment of the Subdividers existing well and septic system shall

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be at no cost to the Subdivider. The Subdivider agrees to grant the City a right of entry or temporary easement on the Subdivider's property to complete said utility connections and abandonments at no cost to the City.

9. Stormwater Management.

- A. The Subdivider and the City acknowledge that a regional stormwater management basin will be constructed to serve the Subdivider's Property and that the City shall own and operate said regional stormwater basin.
- B. The Subdivider agrees to inform any subsequent purchasers or tenants of the Subdivider's Property of the following:
 - i. The City plans to maintain or pay for routine maintenance, repair or replacement of the regional stormwater facilities and that the Subdivider will not have primary responsibility for such work;
 - ii. The City has the right, but not the obligation to perform necessary work at the City's sole discretion; and

10. Easement – Right of Way. The Subdivider agrees to execute the Plat and the Plat Development Agreement and dedicate the necessary temporary construction easements as shown on *Exhibit C* at no cost to the City for the construction of the public improvements in City Contract 2023-04.

11. Effective Date; Expiration. This Agreement is effective from its effective date until revised or released by future development agreements or upon mutual consent of the City. After such revision or release, neither Party shall have any obligation hereunder except as expressly set forth to the contrary in this Agreement or a release of this Agreement.

12. Costs.

- A. The City shall be responsible for the costs incurred by the City in the preparation of this Agreement.
- B. The Subdivider shall be solely responsible for all costs incurred by the Subdivider for the review of this Agreement.
- C. Upon the full execution of this Agreement the Subdivider will be responsible for all future City Administrative Costs (as defined below) for its evaluation of the Subdivider's proposal related to any changes to the Subdivider's Property according to City policies. For this

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Agreement, the term "Administrative Costs" means out-of-pocket costs incurred by the City attributable to or incurred in connection with the review of this Agreement (together with any other agreements between the Parties) and review and approvals of any land use, zoning, and subdivision applications for the Property.

- D. This section shall survive termination of this Agreement and shall be binding on the Subdivider and the City regardless of the enforceability of any other provision of this Agreement.
13. Termination. This Agreement may be terminated if Subdivider ceases to negotiate in good faith with the City, and such failure to negotiate in good faith is not cured after 30 days written notice of such failure by the City to the Subdivider.
14. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portion of the Agreement.
15. Breach; Waiver. In the event any covenant contained in this Agreement should be breached by one party and subsequently waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous, or subsequent breach.
16. Notice. Notice or demand or other communication between or among the parties shall be sufficiently given if sent by mail, postage prepaid, return receipt requested or delivered personally:

A. As to the City:

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

With a copy to:

Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
Attn: Scott J. Riggs, City Attorney

B. As to the Subdivider:

Steven E. Patee

EXECUTION COPY

Mary Ann D. Patee

Paul W. Friesen

Wanda K. Friesen

17. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, all of which shall constitute one and the same instrument.
18. Governing Law. 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.
19. Incorporation. 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.
20. This Agreement is intended to be included as an exhibit in the Development Agreement for the Plat by and between the City of Faribault, Rice County, and the Subdivider.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City has caused this Subdivision and Annexation Agreement to be duly executed in its name and behalf, and the Subdivider has caused this Development and Annexation Agreement to be duly executed in its name and behalf, on or as of the date first above written.

CITY OF FARIBAULT, MINNESOTA

EXECUTION COPY

Execution pages of the Sudivider to the Subdivision and Annexation Agreement,
dated as of the date and year first written above.

SUBDIVIDER

By: _____
Steven E. Patee

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2022, by Steven E. Patee, an individual, on behalf of the
Subdivider.

Notary Public

EXECUTION COPY

By: _____
Mary Ann D. Patee

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Mary Ann D. Patee, an individual, on behalf of the Subdivider.

Notary Public

EXECUTION COPY

By: _____
Paul W. Friesen

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Paul W. Friesen, an individual, on behalf of the Subdivider.

Notary Public

EXECUTION COPY

By: _____
Wanda K. Friesen

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Wanda K. Friesen, an individual, on behalf of the Subdivider.

Notary Public

This document drafted by:

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

**EXHIBIT A
LEGAL DESCRIPTION AND
GRAPHIC DEPICTION OF ANNEXATION PROPERTY**

Legal Description

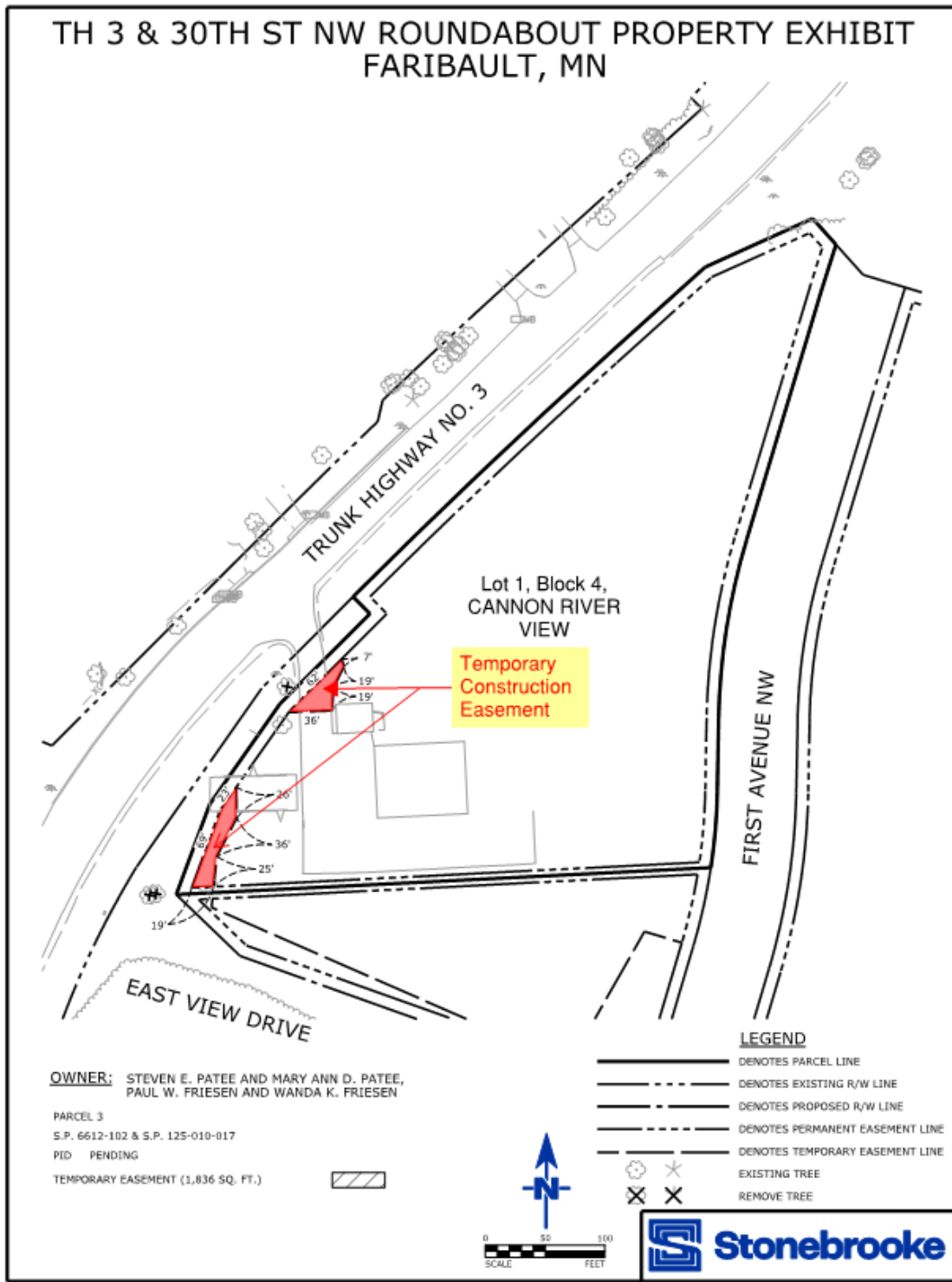
All that part of the S1/2 of the N1/2 of the NE1/4 of Section 19, Township 110 North, Range 20 West of the 5th P.M., Rice County, Minnesota, lying southeasterly from the center line of Minnesota Trunk Highway No. 3; and westerly of the proposed highway, as set forth in that certain Final Certificate, recorded in Book 225 of Deeds, on pages 48-62, in the office of the County Recorder, Rice County, Minnesota. EXCEPTING THEREFROM that part of the above described property, shown as Parcel 201 on Minnesota Department of Transportation Right of Way Plat Numbered 66-4 as the same is on file and of record in the Office of the County Recorder, Rice County, Minnesota; and subject to rights of access if any of record.

ALSO EXCEPTING THEREFROM That part of the NW1/4 of the NE1/4 of Section 19, Township 110 North, Range 20 West, shown as Parcel 301 on Minnesota Department of Transportation Right of Way Plat 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.



EXHIBIT B
ORDER APPROVING ANNEXATION

EXHIBIT C **TEMPORARY CONSTRUCTION EASEMENTS**





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: August 23, 2022
SUBJECT: Resolution 2022-189 Approve Development Agreement for CANNON RIVER VIEW

Background:

On May 10, 2022, the City Council approved the preliminary and final plat for CANNON RIVER VIEW which includes the site of the new Rice County Public Safety Center and the existing Borchert Motors properties. A condition of the plat approvals was that the applicants and the City enter into a development agreement. Attached is a copy of the development agreement which is based on the outline from the memorandum of understanding approved by the City Council and Rice County Board of Commissioners on April 12, 2022, and outlines the cost responsibilities for the City and County. The development agreement is a three-party agreement between the City, Rice County and the owner's of the Borchert parcel; however, the owner's of the Borchert parcel have little to no requirements under the development agreement as they are simply required to sign as a party to the plat. Agreements related to the annexation of the Borchert parcel will be detailed in a separate annexation agreement. There are still some minor changes to be made regarding final security costs and some exhibits that need to be completed, but the agreement is in a form ready for Council review and approval. The agreement, once fully executed, will be recorded at the Rice County Records office along with the plat and other related documents.

Recommendation:

Approve Resolution 2022-189 Approving Development Agreement for Cannon River View

Attachments:

1. Resolution 2022-189 Approve Development Agreement for Cannon River View

2. Cannon_River_View_Development_Agreement_for_
Council_Approval_2022-08-23

CITY OF FARIBAULT

RESOLUTION #2022-189

APPROVE DEVELOPMENT AGREEMENT FOR CANNON RIVER VIEW

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

WHEREAS, as a condition of approval of said preliminary plat and final plat, Resolution 2022-102 requires the County of Rice (the "County"), a public corporation, and Steven E. Patee and Mary Ann D. Patee, husband and wife, and Paul W. Friesen and Wanda K. Friesen, husband and wife (collectively the "Applicant") to enter into a Development Agreement with the City; and

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

1. Exhibit A: CANNON RIVER VIEW Development 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 Exhibit A 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 and are hereby authorized and directed to take any and all additional steps and actions necessary or convenient to accomplish the intent of this Resolution.

Date Adopted: August 23, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

**CANNON RIVER VIEW
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made this _____ day of _____, 2022, by and between the City of Faribault, a Minnesota municipal corporation (the "City"), County of Rice, a political subdivision under the laws of the State of Minnesota (the "Developer") and Steven E. Patee, Mary Ann D. Patee, Paul W. Friesen and Wanda K. Friesen, individuals (collectively, the "Subdivider") together with the City (the "Parties") or each a ("Party").

RECITALS

- A. The Developer is the fee owner of certain real estate located in the city of Faribault, Rice County, Minnesota (the "Developer's Property"), legally described in *Exhibit A*.
- B. The Subdivider is the fee owner of certain real estate annexed into the City (the "Annexation Property") per an order from the Minnesota Office of Administrative Hearings, a copy of which is attached to this Agreement as *Exhibit B*.
- C. The Developer and Subdivider have agreed to plat the Developer's Property and the Annexation Property as CANNON RIVER VIEW (the "Plat").
- D. The Developer and Subdivider must plat the Developer's Property and the Annexation Property consistent with the preliminary plat and final plat of CANNON RIVER VIEW approved by the City Council in Resolution 2022-102 on May 10, 2022 (attached as *Exhibit C*). Said resolution (the "Authorizing Resolution") is incorporated by reference to this Agreement as if fully set forth herein. This Agreement is subject to the conditions

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

- E. The Developer desires to have certain utility improvements constructed to serve the Property (the "Public Improvements" or the "Project"). NOTE: "Public Improvements" are limited solely to sanitary sewer, watermain, utility service lines, storm sewer, roadway and trail improvements.
- F. The Developer and City entered into a memorandum (the "Memorandum"), which establishes the framework for completing the public improvements of the roadways and public infrastructure, including the improvements to be made, amount and terms of compensation, and other requirements of the Memorandum attached hereto as *Exhibit D* and incorporated by reference.
- G. The terms of the Memorandum provide the basis for this Development Agreement between the Developer, Subdivider, and the City.
- H. Unless noted otherwise in this Agreement, the Developer must install the Public Improvements at the Developer's expense and per the City's requirements as outlined in this Agreement.
- I. The City may authorize the construction of the Public Improvements per the Developer's request without public notices or hearings.
- J. Pursuant to the assurances and covenants of this Agreement, the Developer must compensate all contracted parties with a contractual claim for installing said Public Improvements and ensure that the Public Improvements are free of any liens or claims before acceptance by the City.
- K. If not for the Agreement's assurances and covenants, the City would not authorize the construction of the Public Improvements at this time. The City's authorization of the Public Improvements is at the Developer's request and are to the benefit of both the City and the Developer.
- L. The Subdivider is included in this Agreement only to the extent of the annexation of Subdivider's property (the Annexation Property) and the required participation in the Plat of CANNON RIVER VIEW, all as set forth in this Agreement.

TERMS OF THE AGREEMENT

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

ARTICLE ONE GENERAL PROVISIONS

- 1.01. Incorporation of Recitals and Exhibits.** This Agreement incorporates the recitals and exhibits in this Agreement as fully set forth herein.

ARTICLE TWO REPRESENTATIONS AND WARRANTIES

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

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

- 2.02. City Obligations.** The City agrees to:

- A. Reimburse the Developer for the construction costs of the extension of public sanitary sewer and watermain within 1st Avenue NW and East View Drive outside of the City's separate contract identified as SP 6612-102, SAP 125-010-017, City Contract 2023-04. Said reimbursement shall be on terms and conditions mutually acceptable to the City and Developer.
- B. Quitclaim deed to the Developer all City interest in any excess roadway easements related to the former TH 218 corridor.
- C. Reimburse the Developer based on their prorated share of the design and construction of said regional stormwater basin and storm sewer infrastructure within the public roadways based on a contributing share of acres drained to the basin. Said reimbursement shall be made within 30 days of the Developer submitting an invoice to the City.
- D. Reimburse the Developer for all construction oversizing costs of the public infrastructure including public utilities and street costs.

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E. Acknowledge that the Developer and City are partners in the redevelopment of any of the parcels deeded to the City by the Developer.

F. Work with the Developer and the Subdivider as to the Plat.

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

A. The Developer is a Minnesota political subdivision.

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

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

D. The Developer has complied with and will continue to comply with all applicable federal, state, and local statutes, laws, ordinances, and regulations, including any permits, licenses, and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property and the Public Improvements. The Developer is 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.

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,

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injunction, or decree of any federal, state, local or foreign court, department, agency, or instrumentality.

- F. The Developer must not make any untrue or misleading statement of material fact or omit any material fact to this Agreement or any written document that the Developer, or anyone on behalf of the Developer, will furnish.
- G. The Developer has sufficient funds or has obtained a commitment to finance the construction of the Public Improvements and other work that the Developer may undertake in conjunction with the Public Improvements.

2.04. Developer's Obligations. The Developer agrees to:

- A. Deed to the City all that Rice County property legally described and graphically depicted in *Exhibit ____*:
- B. Dedicate to the City a trail and drainage and utility easements either via plat or separate easement document a width not to exceed 100-feet along the old railroad corridor from the centerline of the City of Faribault Official Map No. 1 – East View Drive to the northern limits of Rice County PID 18.19.1.75.001.
- C. Dedicate all necessary future public right of way for the extension of East View Drive east of its current proposed terminus as needed to facilitate the construction of a future street extension across the Cannon River as shown on the City of Faribault Official Map No. 1 – East View Drive.
- D. Cooperate with the City and the Subdivider to plat the Annexation Property and dedicate the necessary right-of-way for the City improvement contract identified as SP 6612-102, SAP 125-010-017, City Contract 2023-04.
- E. Select, contract, and manage the construction contract, including making payments directly to the selected contractor and hiring a qualified design consultant for the extension of 1st Avenue NW and East View Drive roadway and public utility extensions outside of the City's separate contract identified as SP 6612-102, SAP 125-010-017, City Contract 2023-04.

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- F. Select, contract, and manage the construction contract, including making payments directly to the selected contractor and hiring a qualified design consultant for the design and construction of a regional stormwater basin and storm sewer infrastructure within the public roadways. The Developer shall pay its prorated share of the design and construction of the regional stormwater basin based on a contributing share of acres drained to the basin. The Developer shall also dedicate a public drainage and utility easement over the basin.
- G. Pay for the standard sewer availability charge (SAC) and water availability charge (WAC) fees for development on the Developer's Property according to the rates and policies in effect at the time of building permit submittal. SAC/WAC units for the proposed Rice County Public Safety Center shall be calculated according to the "Police Station" business type category in the City's adopted classification table.
- H. Acknowledge the City as a partner in the development of the Developer's Property served by the Public Improvements.
- I. Reimburse the City for its development review fees within thirty (30) days of the City submitting an invoice to the Developer. The City shall invoice the Developer for eligible expenses no more than monthly.
- J. Work with the Subdivider and the City as to the Plat.

2.05. Subdivider's Representations and Warranties. The Subdivider makes the following representations related to its obligations in this Agreement:

- A. The Subdivider includes individuals.
- B. The Subdivider has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Subdivider assures the City that the individuals who execute this Agreement are duly authorized to sign on behalf of the Subdivider and bind the Subdivider to this Agreement.
- C. The Subdivider 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 Subdivider is not a party to or bound by any mortgage, lien, lease, agreement,

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instrument, order, judgment, or decree that would prohibit the Subdivider's execution, performance, or transactions provided for in this Agreement.

- D. The Subdivider 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 Annexation Property and the Public Improvements. The Subdivider is not aware of any pending or threatened claim of any such violation. Including the above, the Subdivider expressly acknowledges and agrees that it has and must at all times comply with every provision of the City's subdivision, zoning, and other related municipal code regulations.
- E. There is no suit, action, arbitration, legal or administrative proceeding, or other proceeding or governmental investigation pending or threatened against or affecting the Subdivider or the Annexation Property. The Subdivider 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 Subdivider 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 Subdivider, or anyone on behalf of the Subdivider, will furnish.
- G. The Subdivider has sufficient funds or has obtained a commitment to finance the construction of the Public Improvements and other work that the Subdivider may undertake in conjunction with the Public Improvements.

2.06. Subdivider's Obligations.

The Subdivider is included in this Agreement only to the extent of the annexation of Subdivider's property (the Annexation Property) and the required participation in the Plat of CANNON RIVER VIEW, all as set forth in this Agreement.

ARTICLE THREE
CONSTRUCTION OF SITE GRADING AND PUBLIC IMPROVEMENTS

3.01. Designation of Site Grading and Public Improvements. The site grading and Public Improvements associated with this Plat are as follows:

- A. Site Grading and Public Improvements Plans. The site grading and Public Improvements (the "Project") are depicted in the plans (the "Plans") entitled "Rice County, Minnesota 1st Avenue & East View Drive Extensions," prepared by Stonebrooke, and dated August 17, 2022. The Plans are on file with the Faribault Engineering Department and are fully incorporated in this Agreement by reference.
- B. Potential Revisions to the Site Grading and Public Improvements Plans. The Parties to this Agreement acknowledge that revisions to the site grading and Public Improvements plans (the Plans) may be necessary. The Parties must cooperate regarding any reasonable requests made after the execution of this Agreement to revise or correct any errors in the Plans. The Parties must provide all additional documentation deemed necessary by either Party to effectuate such revisions or corrections to the plans. The Developer must file a final copy of the site grading and Public Improvements plans (the Plans) with the City before constructing the Public Improvements, and the City Engineer must approve, in writing, any revisions to the Plans.
- C. Other Improvements Not Covered by this Agreement. This Agreement deems all improvements, other than the site grading and the Public Improvements described above, as private improvements not covered by this Agreement. The private improvements must comply with all applicable regulations and must receive all required permitting.

3.02. Site Grading Requirements. The Developer must grade the Project (Public Safety Center) at the Developer's sole expense and per the Plans referenced in this Agreement. The Developer must provide the City with an as-built grading plan for the Project. The as-built grading plan must identify building pad elevations, lot corner elevations,

elevations and centerline grades for all right-of-way, surface drainage ways, common greenways, and open spaces. The as-built grading plan must have a maximum of two (2) foot contours and meet the requirements of the City's Code of Ordinance Chapter 28, Article VII Sec 28-230 and the City's Developer's Guide for Stormwater Management.

3.03. Public Improvements Requirements. All labor and work performed by the Developer in connection with construction of the Public Improvements must be performed in the best and most worker-like manner and in strict conformance with the Plans. Any substantial deviation from the Plans must be approved in writing by the City. Prior to initiating construction of the Public Improvements, the Developer must hold a pre-construction meeting with the City to review and resolve any issues involving the construction of the Public Improvements. The Developer must furnish and install the Public Improvements at the Developer's sole expense (subject to any reimbursement that the City may provide under the terms of this Agreement for such items as oversizing utilities) according to the following terms and conditions:

- A. Street and Trail Improvements. The Developer must construct urban street and trail improvements per City standards and subject to the review and approval of the City Engineer. The improvements include, but are not limited to, the preparation, correction, and stabilization of the subgrade and the installation of the aggregate base, concrete curb and gutter, and bituminous paving. The Developer must construct the street and trail improvements per the Plans referenced in this Agreement.
- B. Utility Improvements. The Developer must construct sanitary sewer, watermain, utility service lines and storm sewer per City standards and subject to the review and approval of the City Engineer. The Developer must construct the utility improvements per the Plans referenced in this Agreement. Developer will be reimbursed for the cost of said improvements per 2.02 (A-D) of this Agreement.
- C. Storm Water Pollution Prevention Plan (SWPPP). The Developer must provide erosion and sediment control throughout the site

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grading work and the construction of the Public Improvements as follows:

1. Provide erosion and sediment control per the Plans referenced in this Agreement.
 2. Provide erosion and sediment control per 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.
 3. Address, to the City Engineer's satisfaction, failed erosion control structures (or the apparent need for additional erosion control measures) as required in the Minnesota Pollution Control Agencies Construction Stormwater General permit upon notification by the City. This Agreement grants the City the right to enter onto the Developer's Property to correct any erosion control failures that the Developer does not correct in the period dictated by the City. The Developer must reimburse the City for reasonable costs incurred in performing under this clause on behalf of the Developer.
 4. Inspect and, if necessary, clean all catch basins, sumps, and ponding areas of erosion and siltation and restore them to the original condition at the end of construction within this development. Remove all silt fences and other erosion control structures following the establishment of turf.
- D. Groundcover. The Developer must provide groundcover on the property as follows:
1. Provide a minimum of two rows of sod at back of curb and adjacent to all paved areas within the right-of-way.
 2. Sod drainage swales and emergency overflow swales as required by the City Engineer.
 3. Sod or seed all other disturbed areas.

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4. Guarantee the survivability or replacement of the sodded and seeded areas for one (1) year from the time of installation.
- E. Street Maintenance. Until the Project is complete, the Developer must promptly remove excessive debris and soil on the public streets produced from the Project. If the Project causes street hazards, the Developer must place warning signs on the streets. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and directing attention to detours. If and when the street becomes impassible, such streets shall be barricaded and closed. In the event parcels are occupied or actively under construction prior to completing streets, the Developer shall maintain a smooth driving surface, adequate drainage, and provide snow and ice control on all incomplete streets which are occupied or actively under construction.
- F. Damage Responsibilities. The Developer is financially responsible for repairing all damage done to the streets and public utilities directly related to the development improvements.
- G. Street Name and Regulatory Signs. The City will supply and install necessary traffic control and street name signs. The Developer must reimburse the City the full cost of supplying and installing the signs. The estimated cost of said signage is \$1,500 and is not to exceed \$2,000 without prior notification and consent in writing by Developer.
- H. Street Lights. Pursuant to Resolution 2003-198, adopted by the Faribault City Council on November 10, 2003, the Developer is financially responsible for providing street lights in the Plat. Final street light design and locations shall be subject to the City Engineer's review and approval. The number of street lights for the plat are estimated to be eight (8) street lights at \$4,500. The street light style must be approved by the City and must conform to the provisions of the City Code. The utility company will own, install, operate, and maintain the street lights. The Developer must pay the electric utility company for all components of the street lights and all installation costs that the electric utility company rate does not cover. The Developer must guarantee all

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street lighting costs as part of the Public Improvements security as outlined in this Agreement.

- I. Property Monumentation. The Developer must complete the following tasks:
 1. Furnish and install temporary property monumentation by, or under the direction of, a registered land surveyor before and during the construction of the Public Improvements as needed to ensure proper layout of the development.
 2. Furnish and install all permanent property monumentation within one (1) year of the Plat's recording. The City will not issue a building permit on any lot in the development that does not have permanent property monuments.
 3. Provide the City Engineer with a certification of plat monumentation in the form attached to *Exhibit ____* of this Agreement.
 4. Mark all monuments with a steel or fiberglass post to allow a City representative to verify the installation of the property monuments.
- J. Underground Utilities. Pursuant to Section 15-380 of Appendix B of the Unified Development Regulations of the City Code of Ordinances, the Developer must place all utilities underground unless the City Engineer determines that overhead utilities are required.
- K. Other Governmental Jurisdictions. The Developer must secure all necessary approvals and permits from all appropriate federal, state, regional, and local jurisdictions before beginning site grading or construction of the Public Improvements and must provide copies of all required permits to the City upon request.
- L. Public Improvements Security Requirements. The Developer's cost estimate for the Public Improvements and all other work identified as the Developer's responsibility is attached in *Exhibit ____* of this Agreement. Before starting any construction activity, the Developer must provide the City with a cash escrow, certified

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check, performance bond, or irrevocable letter of credit (collectively known as the "Security"), based on one hundred thirty percent (130%) of the total estimated cost of the Public Improvements and all other required work designated as the responsibility of the Developer which is 125% of the estimated construction costs plus 5% for City Engineering/Administration services. Based on the Developer's cost estimate, the Developer must provide the City with a Security of \$1,805,000. A copy of the Security, approved by the City Attorney, is included in *Exhibit* ____.

The Security is for the exclusive use and benefit of the City of Faribault. It must guarantee and assure the Developer's performance of all terms and conditions of this Agreement and the construction of all required improvements per the ordinances and specifications of the City. The City may draw on the Security to guarantee the terms and conditions of this Agreement. The Developer must renew or replace the Security no later than thirty (30) days before its expiration with a like Security.

- M. The Developer may request a reduction of the Security based on prepayment or the value of the completed improvements at the time of the requested reduction. If requested, the City will evaluate the completed work without charge to the Developer once per month based on monthly payments to contractors. If additional evaluations are requested, the Developer will be responsible for the estimated costs incurred by the City for performing the additional evaluations. The City Engineer will determine the amount of reduction. Developer's Responsibilities for the Construction of the Public Improvements. The Developer must comply with the following:
1. Construct and install the materials and equipment of the Public Improvements per the plans and specifications approved by the City Engineer.
 2. Obtain written approval from the City Engineer for any significant deviation from the Public Improvements plans.
 3. Before initiating construction of the Public Improvements, hold

a pre-construction meeting with the City to review and resolve any issues involving the construction of the Public Improvements.

4. Perform and complete all labor and work connected with the construction of the Public Improvements in a workmanlike manner and strict conformance with the Public Improvements plans.
5. Fully and faithfully comply with all terms and conditions of all contracts entered into by the Developer to install and construct all Public Improvements.
6. Guarantee the quality of work and materials for two (2) years following the City's final acceptance of the Public Improvements.

3.04. Developer Responsibilities for Engineering Design and Construction Services. The Developer's responsibilities for engineering design and construction services of the Public Improvements are as follows:

- A. Consulting Engineer. Retain a professional engineer (the "Consulting Engineer"), licensed in Minnesota, to provide complete design and construction document services for the Public Improvements.
- B. Construction Contractor. Contract with a construction contractor or contractors qualified and experienced in municipal utility and roadway construction (subject to the City's approval) to construct the Public Improvements.
- C. Construction Staking. Provide staking services for grading, municipal utilities, lot services, trail improvements, and roadway improvements, including curb elevations and centerline "blue-topping" for tolerancing subgrade and Class 5 aggregate base.
- D. Construction Inspection and Testing. Comply with the following:
 1. Require all contractors performing construction contract work to conduct testing per the governing specifications, including

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the latest MnDOT Standard Specifications for Construction, CEAM Standard Specifications, and the Project's special provisions. Provide the City with copies of all test results upon request.

2. Ensure that the construction contract work includes access, coordination, and assistance with City personnel for other testing work done by the City.
 3. Ensure competent personnel currently certified by the Minnesota Department of Transportation perform the Developer's inspection and testing services for the Project's construction.
- E. Televising Sanitary Sewers. Televising all sanitary sewers installed as part of the Public Improvements. Provide the City Engineer with a DVD copy of the recording.
- F. As-Built/Record Drawings. As soon as possible after the Project's construction, provide the City Engineer with complete as-built drawings of the Public Improvements, including ties to all service locations. Provide the as-built drawings in the form of reproducible originals and computer drawing files compatible with the City's software.
- G. Additional Responsibilities for the Construction of Public Improvements. The Developer must comply with the following:
1. Construct and install the materials and equipment of the Public Improvements per the plans and specifications approved by the City Engineer.
 2. Obtain written approval from the City Engineer for any deviation from the Public Improvements plans.
 3. Before initiating construction of the Public Improvements, hold a pre-construction meeting with the City to review and resolve any issues involving the construction of the Public Improvements.
 4. Perform and complete all labor and work connected with the

construction of the Public Improvements in a workmanlike manner and strict conformance with the Public Improvements plans.

5. Fully and faithfully comply with all terms and conditions of all contracts entered into by the Developer to install and construct all Public Improvements.

3.05. City Responsibilities for Construction Engineering Services. The City is responsible for general engineering review and oversight of the Project. The City will provide inspection and testing services for the construction of the Public Improvements as follows:

- A. Construction Inspection and Testing. The City will perform the following inspection and testing services:
 1. Review all pipe installation and backfilling operations;
 2. Conduct compaction/density testing;
 3. Witness pressure testing of sewer and water piping;
 4. Witness conductivity and disinfection testing of water piping;
 5. Approve preparation of the roadway and trail subgrade;
 6. Retain copies of all inspection/testing reports, which the City will provide to the Developer upon request;
 7. Collect and retain tickets for all bituminous mixtures delivered and placed on the Property; and
 8. Certify that the Developer installed all improvements per the approved plans and specifications.
- B. Materials Testing. The City will perform the following materials testing:
 1. Gradations for Class 5 aggregate base, concrete aggregate, and bituminous mixture aggregate. The Developer must submit MnDOT certified mix designs for concrete and bituminous mixtures before construction;

2. Extraction tests for bituminous mixtures;
3. Concrete air, slump, and temperature tests; and
4. Concrete cylinder breaks.

For those testing procedures that require the use of an outside firm (such as bituminous extraction and concrete cylinder breaks), the City will invoice the Developer for the cost of those outside services and the City's general engineering services. These services are estimated to be \$5,000 and are not to exceed \$10,000 without the prior written agreement of Developer.

3.06. The Developer's Financial Responsibilities for the City's Engineering Services. The Developer must pay five percent (5%) of the total cost of the Public Improvements to the City for the City's engineering services provided as part of the Project. The Developer must make payment within thirty (30) days of being billed by the City for said services.

3.07. City Cost-Share Responsibilities for East View Drive, Public Sanitary Sewer and Watermain and Regional Stormwater Treatment Basin.

- A. The City shall be responsible for a portion of the costs of the Public Improvements constructed on East View Drive, as the City desires to have the roadway constructed to Collector Roadway standards as well as a portion of the costs for the storm sewer in East View Drive and the regional stormwater treatment basin. The City is also responsible for 100% of the costs for the public sanitary sewer and watermain and related public appurtenances in both East View Drive and 1st Avenue NW. The Developer shall be responsible for all costs beyond the responsibility of the City for the roadways and regional stormwater basin. East View Drive Street Costs. The Developer's cost share is 100% of a 36-foot wide (face-to-face of curb) roadway, with prepared/corrected subgrade, crushed Class 5 aggregate base, bituminous pavement, B618 concrete curb and gutter, storm sewer, 5 ft-wide bituminous walkway (6" Cl. 5 aggregate base and 2½" bituminous pavement), and turf restoration (a combination of sodding and seeding) of the right-of-way. The Developer shall be responsible for 100% of all

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turf restoration required for disturbed areas outside the right-of-way. The estimated total construction cost to the developer per submitted cost estimates for East View Drive is \$782,550. The City's estimated costs for East View Drive based on costs submitted is \$362,550 which is the total estimated construction costs for East View Drive minus the Developers responsibility (\$455,950) and then reimbursing the Developer 11% design engineering costs for the City's portion.

- B. Public Sanitary Sewer and Watermain. The estimated total construction cost to the developer per submitted cost estimates for public sanitary sewer and watermain in both East View Drive and 1st Avenue NW is \$341,400. The City's estimated costs based on costs submitted is \$378,950 which is the total estimated construction costs for the public sanitary sewer and watermain in both East View Drive and 1st Avenue NW and then reimbursing the Developer 11% design engineering costs for the City's portion.
- C. Regional Stormwater Basin. The Developer shall also be responsible for the prorated portion of the regional stormwater basin costs based on the Developers share of the drainage area served. The Developer's prorated share of the drainage area to the stormwater treatment basin is 30%. The estimated construction cost per Developer submitted cost estimates for the regional storm water basin is \$563,400. The City's estimated costs for the regional storm water basin based on costs submitted is \$378,400 which is the total estimated construction costs for the regional storm water basin minus the Developers responsibility (\$222,500) and then reimbursing the Developer 11% design engineering costs for the City's portion.

Final cost shares shall be calculated based on actual bid costs and shall be adjusted based on final quantities of work. The City's total estimated cost share is \$1,119,900.

The City will deduct its cost-share responsibilities from the billings and reimbursable expenses for City engineering services billed to the Developer. Should the City's cost-share responsibilities exceed the billings of the Developer, the City will reimburse the Developer the difference. The Developer's cost estimate in

EXHIBIT ____ of this Agreement outlines the cost responsibilities of the City and the Developer.

ARTICLE FOUR ADDITIONAL PROVISIONS

4.01. Platting Requirements. The City Council approved the final Plat of CANNON RIVER VIEW in Resolution No. 2022-102 on May 10, 2022, subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, state statutes, the City Attorney's plat opinion attached hereto as *Exhibit* ____, and this Agreement. Platting requirements include, but are not limited to, the following:

- A. Title Work/Consent/Attorney Review. Before recording the Plat with Rice County, the Developer must provide the City with an updated and certified Abstract of Title and/or Registered Property Abstract per Minnesota Statutes 505.03. Alternatively, the Developer must provide a Commitment for a Title Insurance Policy for the Property naming the City as the proposed insured in the amount of \$250,000. If the Developer does not record the Plat in the year 2022, the City may revise the above-referenced policy coverage amount based on the year in which the Plat is released for filing with the Rice County Recorder/Registrar.

The above-referenced title work shall identify any other entity with a legal interest in the Property, including but not limited to any entity with a mortgage interest, easement interest, or related interest. Before recording the Plat with Rice County, the Developer agrees to provide the City with a signed consent from any other entity with a legal interest in the Property, including but not limited to any entity with a mortgage interest. The City Council's approval of the Plat contemplated by the Authorizing Resolution and this Agreement is subject to the Developer's compliance with this provision.

The evidence of title shall be subject to the review and approval of the City Attorney, and the issuance of the City Attorney's plat opinion attached hereto as *Exhibit* ____ and incorporated into this Agreement as if fully set forth herein, to determine what entities

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must execute the Plat and other documents to be recorded against the Property. In the event the Developer provides the City with a Commitment for a Title Insurance Policy, the Developer shall cause a Title Insurance Policy to be issued consistent with the Commitment for a Title Insurance Policy provided by the Developer and the requirements of the City Attorney and with an effective date on which the Plat is recorded (the City will not issue any building permits or certificates of occupancy until it is provided with said Title Insurance Policy unless explicitly allowed through a separate early start agreement). Further, Developer shall provide the City with evidence, which sufficiency shall be determined by the City, in its sole discretion, that all documents required to be recorded pursuant to this Agreement and by the City Attorney are recorded and all conditions for release of the Plat have been met prior to the City processing or approving any building permits or other permits applicable to the development of the Property unless explicitly allowed through a separate early start agreement.

The City Council's approval of the Plat contemplated by Resolution 2022-102 and this Agreement is subject to the Developer's compliance with this paragraph.

- B. Plat Revisions. The Parties to this Agreement acknowledge that revisions or corrections to the Plat may need to occur. The Developer agrees to undertake, assist with, and resolve such revisions or corrections as directed by the City. The Parties agree to cooperate regarding any reasonable requests to revise or correct any errors in the Plat and provide all additional documentation deemed necessary by either Party to effectuate such revisions or corrections to the Plat. The Developer is responsible for all application fees, development, and construction costs associated with such revisions.
- C. Deed _____ to the City. Before the City's acceptance of the Public Improvements and the City's release of the Security, the Developer must Deed _____ to the City pursuant to the Authorizing Resolutions approving the Plat and Memorandum. The deed is subject to the review and approval of the City Attorney.

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- D. Parkland Dedication. Instead of the required parkland dedication outlined in the City's Unified Development Ordinance, the Developer agrees to deed to the City the property legally described and graphically depicted in *Exhibit* __ and outlined in the Memorandum attached as *Exhibit* __. However, a future subdivision of the Plat, or a change of use in the Plat that increases the demand for the City's parks, may require the Developer and/or Subdivider, or their successors or assigns, to provide the City with parkland dedication, or cash instead of parkland dedication, as outlined in the City's Unified Development Ordinance.
- E. Wetlands. According to the submitted plat documents there are no known wetlands within the platted area.
- F. Copies of the Plat. The Developer must provide the City Engineer with a reproducible signed Mylar copy and an electronic file of the Plat, in a format suitable to the City Engineer, after all signatures have been obtained.
- G. Deadline to Record Plat. The Developer shall record the Plat with the Rice County Recorder's Office within twelve (12) months following City Council approval, or the Plat shall be null and void unless the City Council extends the deadline to record the Plat.

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

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

delineate all construction staging areas with appropriate construction fencing.

4.03. Payment of City Costs. In addition to the City's Engineering fees outlined in this Agreement, the Developer shall reimburse the City for its actual costs related to this Project as follows:

- A. Developer's Cost to Process the Plat and this Agreement. Consistent with the City's adopted fee schedule for 2022 as outlined in City Resolution No. 2021-262, the Developer shall reimburse the City its actual costs regarding the following:
 - 1. The preparation and administration of this Agreement, the Plat, and other related documents, permits, and applications associated with the Project; and
 - 2. The fees and the costs of the City Attorney and other technical and professional assistance (including but not limited to the cost of City staff time) incurred or expended by the City on activities arising out of this Agreement, the Public Improvements, and other related undertakings.
- B. City Attorney's Fees to Enforce the Agreement. If the City brings a suit or action against the Developer to enforce the terms of this Agreement, the Developer must pay the City's costs and expenses, including attorney fees.
- C. Remedy to Recover the City's Costs. If the City does not recover its costs under the provisions of this Agreement and for completing the Public Improvements, as an additional remedy, the City may then assess the Property in the manner provided by Minnesota Statutes, Chapter 429. The Developer consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments under Minnesota Statutes, Section 429.081. The amount levied, together with the funds deposited with the City under this Agreement, must not exceed the expenses incurred by the City in the completion of the Public Improvements. Further, the City may recover incurred City expenses through service charges, per Minnesota Statutes, Section 415.01, 366.011 and 366.012. Finally, the Developer agrees all such unpaid amounts constitute charges for

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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.

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

4.04. Escrow for Completion of the Developer's Obligations after Recording the Plat and Related Documents. The Developer must complete some obligations outlined in this Agreement after the Plat and related documents have been signed and recorded. The City will not issue a final CO until the following is received and accepted by the City:

- A. Title Insurance Policy
- B. Certificate of Plat Monumentation
- C. Mylar Copy of the Signed Plat and Electronic Version of the Plat

4.05. City Ownership of Public Improvements and Documents. The Developer expressly acknowledges and agrees to City Ownership of the Public Improvements and documents as follows:

- A. City Ownership of the Sanitary Sewer, Watermain, Utility Service Lines, Public Roadway, Trail Improvements and Storm Sewer. The Public Improvements, as defined in and all easements and other rights in the Property necessary and related to the City's ownership of the sanitary sewer, watermain, utility service lines and storm sewer, shall inure to the City upon the following:
 - 1. Developer's compliance with this Agreement;
 - 2. The City's acceptance of the Public Improvements; and
 - 3. The approval and recording of the final plat as outlined in the Faribault Code of Ordinances.
- B. City Ownership of Documents. The City will own the completed reports, drawings, plans, and specifications, but the Developer or

the Consulting Engineer may retain reproductions of them in whole or in part.

4.04. Building Permits and Occupancy Permits. The City issuance of a building permit or an occupancy permit is contingent, in part, on the following:

1. Building Permit. City approval of the Plat approval does not include City approval of a building permit. The Developer or another party applying for a building permit is responsible for paying the required fees associated with a building permit and other deferred fees specified in this Agreement. The City may issue a building permit before the complete installation of utilities and grading. However, the City will not issue a building permit until this Agreement is signed and the financial assurances are in place.
2. If the City issues a building permit before the completion and acceptance of the Public Improvements, the Developer assumes all liability and costs resulting in the delays in completion of the Public Improvements and damages to the Public Improvements caused by the City, the Developer, its subcontractors, material suppliers, employees, agents, or third parties.
- A. Occupancy Permit. Unless otherwise authorized in writing, the City will not issue an occupancy permit until the Developer has constructed and the City has accepted the Sanitary Sewer, Watermain, Utility Service Lines, Public Roadway, Trail Improvements and Storm Sewer. Requirements for issuance of an occupancy permit include, but are not limited to, the following:
 1. The site grading is completed and approved by the City;
 2. All public utilities are tested, approved by the City, and in service;
 3. All curbing is installed and backfilled;
 4. The first lift of bituminous is in place and approved by the City; and

5. All building permit fees are paid in full.

4.06. 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 and the Public Improvements. The Developer and the Developer's successors or assigns agree to protect, defend and save the City, and its officials, agents, and employees harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorney fees, consulting engineering services, and other technical, administrative or professional assistance. Nothing in this Agreement constitutes a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466, or otherwise.

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

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

rights otherwise available under Minnesota Statutes Section 429.081.

If the City does not recover its costs under the provisions of this Agreement and for completing the Public Improvements, as an additional remedy, the City may then assess the Property in the manner provided by Minnesota Statutes, Chapter 429. The Developer consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments under Minnesota Statutes, Section 429.081. The amount levied, together with the funds deposited with the City under this Agreement, must not exceed the expenses incurred by the City in the completion of the Public Improvements. Further, the City may recover incurred City expenses through service charges, per Minnesota Statutes, Section 415.01, 366.011 and 366.012. Finally, the Developer agrees all such unpaid amounts constitute charges for governmental services that the City may, at its option, collect as a first in priority lien on any unsold lots and on any other property the Developer may own in the state pursuant to Minnesota Statutes, section 514.67.

4.08. Miscellaneous Provisions.

- A. Complete Understandings between the Parties. This Agreement and its exhibits constitute the complete and exclusive statement of all mutual understandings between the Parties to this Agreement. This Agreement supersedes all prior or contemporaneous proposals, communications, and understandings, whether oral or written, on the subject matter.
- B. Amendment. Any amendment to this Agreement must be in writing and signed by all Parties.
- C. Assignment. The Developer must not assign any of its obligations under this Agreement without the prior written consent of the City.
- D. Agreement to Run with the Land. The Developer must record this Agreement among the land records of Rice County, Minnesota. This Agreement runs with the Property and binds the Developer and its assigns or successors in interest. Notwithstanding the preceding, no conveyance of the Property or any part of the

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Property relieves the Developer of its liability for the full performance of this Agreement unless the City releases the Developer in writing.

- E. Compliance with Laws and Regulations. The Developer represents to the City that the Project and the development of the Property, the subdivision, and the Plat comply with all city, county, state, and federal laws and regulations including, but not limited to, subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the subdivision, the Plat, the Project, or the development of the Property does not comply with pertinent laws and regulations, the City may not allow work on the Property until there is compliance. Upon the City's demand, the Developer shall cease work until there is compliance.
- F. No Third-Party Recourse. Third parties shall have no recourse against the City under this Agreement.
- G. Breach of Agreement Terms. Any material breach of the terms of this Agreement by the Developer are grounds for denial of building permits, including building permits associated with lots sold to third parties.
- H. Invalidation of a Provision. The provisions of this Agreement and related documents are understood to be valid under applicable law. If a court or other competent jurisdiction invalidates any provision, that provision will be ineffective only to the extent of such invalidity. It will not invalidate the remainder of the provision or the remaining provisions of this Agreement or related documents.
- I. Choice of Law and Venue. This Agreement is governed by and construed per the laws of the state of Minnesota. The state or federal courts in Minnesota will hear all disputes, controversies, or claims arising from this Agreement. All parties to this Agreement waive any objection to the jurisdiction of these courts.
- J. Amendments or Waivers to this Agreement. No failure by any Party to enforce the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any consequent right or remedy to a breach of this Agreement, constitutes a waiver of any such breach of any other covenant,

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agreement, term, or condition. No such failure implies that any Party may again waive such covenant, agreement, term, or condition.

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

- K. Remedies Not Exclusive. No remedy conferred by any provision of this Agreement is the Party's exclusive remedy. In addition to the rights and remedies in this Agreement, the Parties will have all other rights and remedies provided to them by applicable law, rule, exception, or other agreement.
- L. Disclaimer of Relationships. The Developer or any third party must not deem or construe this Agreement or any act by the City or the Developer to create any relationship of a third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.
- M. Counterparts. The Parties to this Agreement may execute in any counterparts, each of which shall constitute the same instrument.
- N. Changes in Official Controls. For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls will apply to or affect the use, development density, lot size, lot layout, or dedications of the approved plat unless required by state or federal law or agreed to in writing by the Developer and the City. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting, or dedication requirements enacted after the date of this contract.
- O. Other Development Agreements. Any additional development agreements affecting the Property are incorporated in this Agreement by reference as fully included in this Agreement. If any such development agreements and this Agreement are

inconsistent, the language of this Agreement will control.

- P. Administration of Data. The City will administer data provided to the Developer or received from the Developer under this Agreement per the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- Q. Additional Requirements. The Developer and Subdividers shall satisfy, complete, and abide by all requirements outlined in the Authorizing Resolution, the City Attorney's plat opinion, and all adopted City ordinances and resolutions affecting the Property, all of which are incorporated herein by reference as if fully outlined in this Agreement. In addition, the Developer 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.
- R. Certificate of Completion. Upon the Developer's compliance with the Agreement and recording of the Plat, the City agrees to execute and record a Certificate of Completion in the form attached hereto as Exhibit _____.

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

- A. As to the Developer: County of Rice
Attn: _____

Faribault, MN 55021

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B. As to Subdivider: Steven E. Patee

Mary Ann D. Patee

Paul W. Friesen

Wanda K. Friesen

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

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

Parties may designate another address for communications pursuant to the provisions of this Agreement.

4.10. Obligations of the Subdividers Pursuant to this Agreement. The Subdividers are included in this Agreement only to the extent of the annexation of Subdividers' property and the required participation in the Plat of CANNON RIVER VIEW. All paragraphs of this Agreement relevant to the Plat shall be applicable to the Subdividers.

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.

By: _____
Kevin F. Voracek
Mayor

STATE OF MINNESOTA)
) SS.
COUNTY OF RICE)

By: _____
Notary Public

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DEVELOPER

COUNTY OF RICE

By: _____

By: _____

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____ and _____, the _____ and _____, respectively, of the County of Rice, a public corporation under the laws of the State of Minnesota, on behalf of the County.

By: _____
Notary Public

SUBDIVIDERS

By: _____
Steven E. Patee

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Steven E. Patee, an individual, on behalf of the Subdividers.

Notary Public

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By: _____
Mary Ann D. Patee

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Mary Ann D. Patee, an individual, on behalf of the Subdividers.

Notary Public

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By: _____
Paul W. Friesen

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Paul W. Friesen, an individual, on behalf of the Subdividers.

Notary Public

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By: _____
Wanda K. Friesen

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Wanda K. Friesen, an individual, on behalf of the Subdividers.

Notary Public

This document drafted by:

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

**EXHIBIT A
LEGAL DESCRIPTION**

[Insert Legal Description]

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EXHIBIT B

B-1

EXHIBIT C

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EXHIBIT D

D-1

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EXHIBIT E

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EXHIBIT G

EXHIBIT H

H-1



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: August 23, 2022
SUBJECT: Approve Application for a 1 Day Consumption and Display Permit for the Faribault Area Chamber Trust

Background:

The City received an Application and Permit for a 1 Day Temporary Consumption and Display Permit from the Faribault Area Chamber Trust for an event on September 24, 2022 at 1103 Cannon Circle . A background check is in process with the Police Department and insurance documents will be reviewed by the City Attorney.

Recommendation:

Approve Application and Permit

Attachments:

1. Chamber 1 Day Consumption and Display Permit



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
TEMPORARY CONSUMPTION AND DISPLAY PERMIT**

(City or county may not issue more than 10 permits in any one year)

Name of organization

Faribault Area Chamber Trust

Organization Address

530 Willson Avenue

City

Faribault

State

MN

Zip Code

55021

Name of person making application

Casandra Steeves

Business phone

5073344381

Home phone

5074916175

Date(s) of event

9/24/2022

Type of organization

☐ Club

☐ Charitable

☐ Religious

☒ Other non-profit

Organization officer's name

City

Faribault

State

Minnesota

Zip

55021

X

Nort Johnson

Add New Officer

Location where permit will be used. If an outdoor area, describe.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license

Date Approved

Fee Amount

Permit Date

Date Fee Paid

City or County Email Address

City or County phone number

Please Print Name of City Clerk or County Official

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: Charitable Gambling Board
Tim Murray, City Administrator
FROM: Heather Slechta, City Clerk
MEETING DATE: August 23, 2022
SUBJECT: Resolution 2022-190 Authorize Payment as Recommended by the Charitable Gambling Board to the Morristown Gun Club

Background:

The Charitable Gambling Board reviewed an application for funding from the Morristown Gun Club for a new commercial lawnmower. The Morristown Gun Club is the home range for four local high school clay target teams. This summer, the Club has over 100 youth participating in a youth league from 9 different schools. The Club also offers firearm safety classes in the spring and fall to certify individuals with their firearm safety certificates. The Club is a volunteer-run organization.

The Charitable Gambling Board recommends a donation of \$7,532.00 to use towards a purchase of a commercial lawnmower.

Recommendation:

Approve Resolution 2022-190 Authorize Payment as Recommended by the Charitable Gambling Board to the Morristown Gun Club.

Attachments:

1. Resolution 2022-190 Authorize Payment as Recommended by the Charitable Gambling Board to the Morristown Gun Club

CITY OF FARIBAULT

RESOLUTION #2022-190

**AUTHORIZE PAYMENT AS RECOMMENDED BY THE CHARITABLE GAMBLING BOARD
TO THE MORRISTOWN GUN CLUB**

WHEREAS, the Faribault Charitable Gambling Board reviewed a request for funding from the Morristown Gun Club at their August 17, 2022 meeting. The Charitable Gambling Board recommends funding the request in the amount of \$7,532.00 to use towards a commercial lawnmower; and

WHEREAS, the Morristown Gun Club is home to the Faribault, Bethlehem Academy, Northfield and WEM Clay Target Teams.

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

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

Date Adopted: August 23, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community and Economic Development Director
MEETING DATE: August 23, 2022
SUBJECT: Resolution 2022-186 Adopting a Modification to the Development Program for Development District No. 1; and Establishing Tax Increment Financing District No. 16: Farmer Seed Building Herein and Adopting a Tax Increment Financing Plan Therefor;

Background:

Throughout the course of 2022, the City has been working with the new owner/developer of the former Farmer Seed and Nursery property. Presentations have been made to the City Council at both work sessions and City Council Meetings - informing the City Council of the condition of the buildings, discussing cleanup costs associated with remediation of the contamination on the site, showing concepts for redevelopment, discussing financial incentives, and requesting authorization to submit grant applications on behalf of the project. Since the conversations began, the project has been awarded approximately \$855,000 in DEED grants associated with cleanup and redevelopment, received all planning and zoning approvals necessary to develop the site, received the required Certificate of Appropriateness for demolition, and has submitted an application for Business Subsidy (TIF) to assist with the contamination clean up costs and to support the redevelopment of the property.

The total project costs are estimated to be approximately \$13.8m. The development will include demolition of 5 of the 7 existing buildings, implementation of a Response Action Plan to abate the contamination, construction of a 48,470 square-foot climate-controlled storage facility, and construction of a 52-unit market-rate apartment building. As with most multi-family housing developments, the cost of land acquisition, site and public improvements, utilities and construction - coupled with rising interest rates, material shortages, demolition costs, and soil remediation -

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 of the existing site conditions and cleanup, a Redevelopment TIF district was evaluated. Ehlers has evaluated the project details and the Developer's TIF request (including proforma). Ehlers has concluded that the district will generate \$4,489,321 in tax increments over the life of the district (25-years), the Project requires financial assistance, and the Project has eligible redevelopment costs associated with a redevelopment TIF district.

In addition, on August 18, 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, with an affirmative vote, confirmed that the TIF Plan conforms to the requirements of the TIF Act in state statutes, was consistent with the community needs, and recommended the modification of Development District 1 and the establishment of TIF District 16.

- A public hearing was properly noticed for August 23, 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. 16: Farmer Seed Building 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. 16 - the EDA will enter into a Contract for Private Development outlining the specific terms and conditions of the tax increment financing district approval.

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 2022-186, Adopting a Modification to the Development Program for Development District No. 1; and Establishing Tax Increment Financing District No. 16: Farmer Seed Building and Adopting a Tax Increment Financing Plan Therefor;

Attachments:

1. Resolution 2022-186 Approve Modification to Dev District 1 and Establish TIF District 16 Farmer Seed
2. Modification to the Development Program & Tax Increment Financing (TIF) Plan - No. 16 - Farmer Seed Building

CITY OF FARIBAULT

RESOLUTION #2022-186

ADOPTING A MODIFICATION TO THE DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 1; AND ESTABLISHING TAX INCREMENT FINANCING DISTRICT NO. 16: FARMER SEED BUILDING HEREIN AND ADOPTING A TAX INCREMENT FINANCING PLAN THEREFOR;

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. 16: Farmer Seed Building (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, notification of Rice County and Independent School District No. 656 having taxing jurisdiction over the property to be included in the District, review of the Program and Plan by the EDA on August 18, 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 not modifying the boundaries of Development District No. 1, but is however, 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 redevelopment 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. 16: Farmer Seed Building

3.01. The Council hereby finds that the District is a "redevelopment district" under Minnesota Statutes, Section 469.174 Subd. 10(a)(1) of the Act.

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.

Date Adopted: August 23, 2022.

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A

RESOLUTION NO. 2022-186

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan (TIF Plan) for Tax Increment Financing District No. 16: Farmer Seed Building (the “District”), as required pursuant to Minnesota Statutes, Section 469.175, Subdivision 3 are as follows:

1. Finding that Tax Increment Financing District No. 16-Farmer Seed is a redevelopment district as defined in Minnesota Statutes, Section 469.174, Subd. 10(a)(1).

The District consists of one parcel and vacant right-of-way, with plans to redevelop the area for construction of a 52-unit multi-family market-rate apartment and 48,470 square feet of climate-controlled storage. At least 70 percent of the area of the parcels in the District are occupied by buildings, streets, utilities, paved or gravel parking lots or other similar structures and more than 50 percent of the buildings in the District, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance. (See Appendix D of the TIF Plan.)

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 redevelopment proposed in this plan meets the City's objectives for redevelopment. Due to the high cost of redevelopment on the parcels currently occupied by substandard building, the incompatible land uses at close proximity, and the cost of financing the proposed improvements, this project is 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 site and public improvements and utilities add to the total redevelopment cost. Historically, construction costs, site and public improvements costs in this area have made redevelopment 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. 16-Farmer Seed Building 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. 16-Farmer Seed Building 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 increase the availability of safe and decent life-cycle housing in the City.

Adoption Date: August 23, 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. 16-Farmer Seed Building

(a redevelopment 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 establishment of Tax Increment Financing District No. 16-Farmer Seed Building.

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. 16-Farmer Seed Building

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. 16-Farmer Seed Building (the "District"), a redevelopment 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 469.124 - 469.133*, 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 one (1) parcel of land and adjacent roads and internal rights-of-way. The District is being created to facilitate redevelopment of the Farmer Seed & Nursery property for construction of 48,470 square feet of climate controlled storage and 52 units of market rate rental housing in the City. The City intends to enter into an agreement with KK&G Properties, LLC as the developer. Development is anticipated to begin in 2022. 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 the parcel 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.

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
18.31.2.26.120	818 4TH ST NW	KK & G Properties LLC

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.

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 a redevelopment district pursuant to *M.S., Section 469.174, Subd. 10(a)(1)*.

- The District is a redevelopment district consisting of one (1) parcel.
- An inventory shows that parcels consisting of more than 70% of the area in the District are occupied by buildings, streets, utilities, paved or gravel parking lots or other similar structures.
- An inspection of the buildings located within the District finds that more than 50% of the buildings are structurally substandard as defined in the TIF Act. (See Appendix 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 Section 469.176, Subd. 1*, the duration and first year of tax increment 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 25 years after receipt of the first increment by the City (a total of 26 years of tax increment). The City elects to receive the first tax increment in 2024, which is no later than four years following the year of approval of the District.

Thus, it is estimated that the District, including any modifications of the TIF Plan for subsequent phases or other changes, would terminate after 2050, 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	238,542	
Original estimated Net Tax Capacity	6,050	
Fiscal Disparities	0	
Estimated Captured Tax Capacity	232,492	
Original Local Tax Rate	108.8640%	Pay 2022
Estimated Annual Tax Increment	\$253,100	
Percent Retained by the City	100%	

Note: Tax capacity includes a 3% 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 26. The tax capacity of the District in year one is estimated to be \$17,602.

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 has reviewed the area to be included in the District and found no parcels for which 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	\$ 4,489,321
Interest	448,932
TOTAL	\$ 4,938,253

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 \$3,149,643. 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 redevelopment of the Farmer Seed & Nursery property for construction of 48,470 square feet of climate controlled storage and 52 units of market rate rental housing. 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	\$ -
Site Improvements/Preparation	750,000
Utilities	250,000
Other Qualifying Improvements	1,700,711
Administrative Costs (up to 10%)	448,932
PROJECT COSTS TOTAL	\$ 3,149,643
Interest	1,788,610
PROJECT AND INTEREST COSTS TOTAL	\$ 4,938,253

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 costs associated with the District are subject to change among categories without a modification to the TIF Plan. The cost of all activities to be considered for tax increment financing will not exceed, without formal modification, the budget above pursuant to the applicable statutory requirements. Pursuant to *M.S., Section 469.1763, Subd. 2*, no more than 25% of the tax increment paid by property within the District will be spent on activities related to development or redevelopment outside of the District but within the boundaries of Development District No. 1, (including administrative costs, which are considered to be spent outside of the District) subject to the limitations as described in the 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	232,492	0.2991%
City of Faribault	20,431,840	232,492	1.1379%
ISD 656 (Faribault Public Schools)	35,424,548	232,492	0.6563%

Impact on Tax Rates				
Entity	Pay 2022 Extension Rate	Percent of Total	CTC	Potential Taxes
Rice County	39.3350%	36.13%	232,492	\$ 91,451
City of Faribault	54.6820%	50.23%	232,492	127,131
ISD 656 (Faribault Public Schools)	14.5910%	13.40%	232,492	33,923
Other	0.2560%	0.24%	232,492	595
	<u>108.8640%</u>	<u>100.00%</u>		<u>\$253,100</u>

The estimates listed on the previous page 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 \$4,489,321;
- (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 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, is a significant concern for the Fire Department and an attractive nuisance. 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 any traffic movements in the area. The current infrastructure for sanitary sewer, storm sewer and water will be able to handle the additional volume generated from the proposed development. Based on the development plans, there are no additional costs associated with street maintenance, sweeping, plowing, lighting and sidewalks. The development in the District is expected to contribute an estimated \$78,000 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 \$601,702;
- (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 \$1,622,092;
- (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 pro forma; 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.

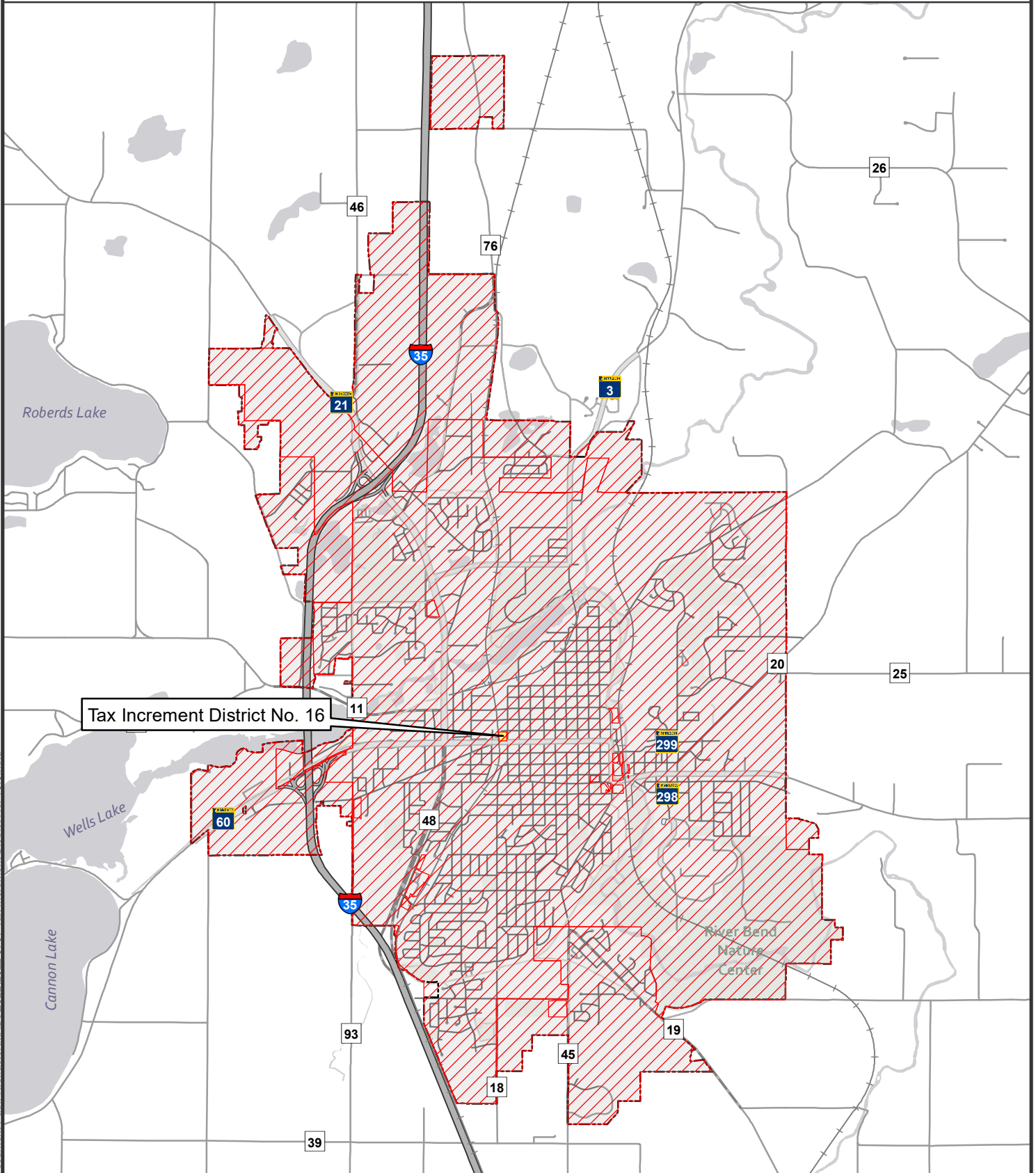
DISTRICT ADMINISTRATION

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

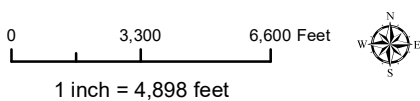
Appendix A: Map of Development District No. 1 and the TIF District

Development District No. 1 Tax Increment District No. 16

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 Tax Increment District No. 16.3.mxd



 Development District No. 1
 Tax Increment District No. 16

Appendix B: Estimated Cash Flow for the District

Farmer Seed Building Redevelopment - 3% Inflation

City of Fairibault, MN

52 Apartments; 48,740 sq. ft. Slef-Storage



ASSUMPTIONS AND RATES

DistrictType:	Redevelopment
District Name/Number:	TIF No. 16 - Farmer Seed Building
County District #:	
First Year Construction or Inflation on Value	2022
Existing District - Specify No. Years Remaining	
Inflation Rate - Every Year:	3.00%
Interest Rate:	4.00%
Present Value Date:	1-Aug-23
First Period Ending	1-Feb-24
Tax Year District was Certified:	Pay 2023
Cashflow Assumes First Tax Increment For Development:	2024
Years of Tax Increment	26
Assumes Last Year of Tax Increment	2049
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	18.31.2.26.120	K & G Properties LL	818 4TH ST NW	170,600	229,400	400,000	40%	160,000	Pay 2023	C/I Pref.	2,450	Rental	2,000	1
2	18.31.2.26.120	K & G Properties LL	818 4TH ST NW	170,600	229,400	400,000	60%	240,000	Pay 2023	C/I Pref.	4,050	C/I Pref.	4,050	
				341,200	458,800	800,000		400,000			6,500		6,050	

Note:

1. Base values are for pay 2023 based upon review of County website on 6-6-2022.
2. Located in SD #656 and TAG: HSP-HRA-EDA

Farmer Seed Building Redevelopment - 3% Inflation

City of Fairibault, MN
52 Apartments; 48,740 sq. ft. Self-Storage



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	New Apt.	107,500	107,500	52	5,590,000	Rental	69,875	1,344	15%	100%	100%	100%	2025
1	Self-Storage	49.47	49.47	48,740	2,411,100	C/I Pref.	47,472	1	15%	100%	100%	100%	2025
TOTAL					8,001,100		117,347						
Subtotal Residential				52	5,590,000		69,875						
Subtotal Commercial/Ind.				48,740	2,411,100		47,472						

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
New Apt.	69,875	0	69,875	76,069	0	0	11,435	87,504	1,682.76
Self-Storage	47,472	0	47,472	51,680	0	16,683	4,932	73,295	1.50
TOTAL	117,347	0	117,347	127,749	0	16,683	16,367	160,798	

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.

WHAT IS EXCLUDED FROM TIF?	
Total Property Taxes	160,798
less State-wide Taxes	(16,683)
less Fiscal Disp. Adj.	0
less Market Value Taxes	(16,367)
less Base Value Taxes	(6,586)
Annual Gross TIF	121,162

MARKET VALUE BUT / FOR ANALYSIS	
Current Market Value - Est.	400,000
New Market Value - Est.	8,001,100
Difference	7,601,100
Present Value of Tax Increment	2,511,016
Difference	5,090,084
Value likely to occur without Tax Increment is less than:	5,090,084



Farmer Seed Building Redevelopment - 3% Inflation

City of Fairibault, MN

52 Apartments; 48,740 sq. ft. Slef-Storage

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%	17,602	(6,050)	-	11,552	108.864%	12,576	6,288	(23)	(627)	5,639	5,420	0.5	2024	02/01/24	
							6,288	(23)	(627)	5,639	10,733	1	2024	02/01/24	
100%	117,347	(6,050)	-	111,297	108.864%	121,162	60,581	(218)	(6,036)	54,327	60,923	1.5	2025	08/01/25	
							60,581	(218)	(6,036)	54,327	110,128	2	2025	02/01/26	
100%	120,867	(6,050)	-	114,817	108.864%	124,995	62,497	(225)	(6,227)	56,045	159,895	2.5	2026	08/01/26	
							62,497	(225)	(6,227)	56,045	208,686	3	2026	02/01/27	
100%	124,493	(6,050)	-	118,443	108.864%	128,942	64,471	(232)	(6,424)	57,815	258,030	3.5	2027	08/01/27	
							64,471	(232)	(6,424)	57,815	306,407	4	2027	02/01/28	
100%	128,228	(6,050)	-	122,178	108.864%	133,008	66,504	(239)	(6,626)	59,638	355,332	4.5	2028	08/01/28	
							66,504	(239)	(6,626)	59,638	403,296	5	2028	02/01/29	
100%	132,075	(6,050)	-	126,025	108.864%	137,196	68,598	(247)	(6,835)	61,516	451,801	5.5	2029	08/01/29	
							68,598	(247)	(6,835)	61,516	499,355	6	2029	02/01/30	
100%	136,037	(6,050)	-	129,987	108.864%	141,509	70,755	(255)	(7,050)	63,450	547,442	6.5	2030	08/01/30	
							70,755	(255)	(7,050)	63,450	594,586	7	2030	02/01/31	
100%	140,118	(6,050)	-	134,068	108.864%	145,952	72,976	(263)	(7,271)	65,442	642,257	7.5	2031	08/01/31	
							72,976	(263)	(7,271)	65,442	688,994	8	2031	02/01/32	
100%	144,322	(6,050)	-	138,272	108.864%	150,528	75,264	(271)	(7,499)	67,494	736,250	8.5	2032	08/01/32	
							75,264	(271)	(7,499)	67,494	782,580	9	2032	02/01/33	
100%	148,652	(6,050)	-	142,602	108.864%	155,242	77,621	(279)	(7,734)	69,607	829,424	9.5	2033	08/01/33	
							77,621	(279)	(7,734)	69,607	875,349	10	2033	02/01/34	
100%	153,111	(6,050)	-	147,061	108.864%	160,097	80,048	(288)	(7,976)	71,784	921,782	10.5	2034	08/01/34	
							80,048	(288)	(7,976)	71,784	967,304	11	2034	02/01/35	
100%	157,705	(6,050)	-	151,655	108.864%	165,097	82,549	(297)	(8,225)	74,026	1,013,328	11.5	2035	08/01/35	
							82,549	(297)	(8,225)	74,026	1,058,449	12	2035	02/01/36	
100%	162,436	(6,050)	-	156,386	108.864%	170,248	85,124	(306)	(8,482)	76,336	1,104,066	12.5	2036	08/01/36	
							85,124	(306)	(8,482)	76,336	1,148,788	13	2036	02/01/37	
100%	167,309	(6,050)	-	161,259	108.864%	175,553	87,776	(316)	(8,746)	78,714	1,194,000	13.5	2037	08/01/37	
							87,776	(316)	(8,746)	78,714	1,238,325	14	2037	02/01/38	
100%	172,328	(6,050)	-	166,278	108.864%	181,017	90,508	(326)	(9,018)	81,164	1,283,133	14.5	2038	08/01/38	
							90,508	(326)	(9,018)	81,164	1,327,063	15	2038	02/01/39	
100%	177,498	(6,050)	-	171,448	108.864%	186,645	93,323	(336)	(9,299)	83,688	1,371,471	15.5	2039	08/01/39	
							93,323	(336)	(9,299)	83,688	1,415,007	16	2039	02/01/40	
100%	182,823	(6,050)	-	176,773	108.864%	192,442	96,221	(346)	(9,587)	86,287	1,459,016	16.5	2040	08/01/40	
							96,221	(346)	(9,587)	86,287	1,502,162	17	2040	02/01/41	
100%	188,307	(6,050)	-	182,257	108.864%	198,413	99,206	(357)	(9,885)	88,964	1,545,775	17.5	2041	08/01/41	
							99,206	(357)	(9,885)	88,964	1,588,532	18	2041	02/01/42	
100%	193,957	(6,050)	-	187,907	108.864%	204,563	102,281	(368)	(10,191)	91,722	1,631,750	18.5	2042	08/01/42	
							102,281	(368)	(10,191)	91,722	1,674,121	19	2042	02/01/43	
100%	199,775	(6,050)	-	193,725	108.864%	210,897	105,449	(380)	(10,507)	94,562	1,716,947	19.5	2043	08/01/43	
							105,449	(380)	(10,507)	94,562	1,758,934	20	2043	02/01/44	
100%	205,769	(6,050)	-	199,719	108.864%	217,422	108,711	(391)	(10,832)	97,488	1,801,370	20.5	2044	08/01/44	
							108,711	(391)	(10,832)	97,488	1,842,975	21	2044	02/01/45	
100%	211,942	(6,050)	-	205,892	108.864%	224,142	112,071	(403)	(11,167)	100,501	1,885,025	21.5	2045	08/01/45	
							112,071	(403)	(11,167)	100,501	1,926,250	22	2045	02/01/46	
100%	218,300	(6,050)	-	212,250	108.864%	231,064	115,532	(416)	(11,512)	103,604	1,967,915	22.5	2046	08/01/46	
							115,532	(416)	(11,512)	103,604	2,008,763	23	2046	02/01/47	
100%	224,849	(6,050)	-	218,799	108.864%	238,193	119,097	(429)	(11,867)	106,801	2,050,045	23.5	2047	08/01/47	
							119,097	(429)	(11,867)	106,801	2,090,518	24	2047	02/01/48	
100%	231,594	(6,050)	-	225,544	108.864%	245,537	122,768	(442)	(12,233)	110,094	2,131,421	24.5	2048	08/01/48	
							122,768	(442)	(12,233)	110,094	2,171,522	25	2048	02/01/49	
100%	238,542	(6,050)	-	232,492	108.864%	253,100	126,550	(456)	(12,609)	113,485	2,212,048	25.5	2049	08/01/49	
							126,550	(456)	(12,609)	113,485	2,251,779	26	2049	02/01/50	
Total							4,505,541	(16,220)	(448,932)	4,040,389					
Present Value From 08/01/2023 Present Value Rate 4.00%							2,511,016	(9,040)	(250,198)	2,251,779					

Appendix C: Findings Including But/For Qualifications

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan (TIF Plan) for Tax Increment Financing District No. 16-Farmer Seed Building (the “District”), as required pursuant to *Minnesota Statutes (M.S.), Section 469.175, Subdivision 3* are as follows:

1. *Finding that Tax Increment Financing District No. 16-Farmer Seed Building is a redevelopment district as defined in M.S., Section 469.174, Subd. 10.*

The District consists of one (1) parcel and vacant right-of-way, with plans to redevelop the area for the redevelopment of the Farmer Seed & Nursery property for construction of 48,470 square feet of climate controlled storage and 52 units of market rate rental housing. Parcels consisting of 70 percent of the area of the District are occupied by buildings, streets, utilities, paved or gravel parking lots or other similar structures and more than 50% of the buildings in the District, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance. (See Appendix D of the TIF Plan.)

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. 16-Farmer Seed Building 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 redevelopment proposed in the TIF Plan meets the City's objectives for redevelopment. Due to the high cost of redevelopment on the parcels currently occupied by a substandard building, the incompatible land uses at close proximity, and the cost of financing the proposed improvements, this project is feasible only through assistance, in part, from tax increment financing. The Developer was asked for and provided a letter and a pro forma 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: This finding is justified on the grounds that the cost of site and public improvements and utilities add to the total redevelopment cost. Historically, construction costs, site and public improvements costs in this area have made redevelopment infeasible without tax increment assistance. The City reasonably determines that no other redevelopment of similar scope 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 \$7,601,100.
 - 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 \$2,511,016.
 - 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 \$5,090,084 (the amount in clause b less the amount in clause c) without tax increment assistance.
3. *Finding that the TIF Plan for the District 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. 16-Farmer Seed Building 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.*

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

Through the implementation of the TIF Plan, City will increase the availability of safe and decent life-cycle housing in the City.

Appendix D: Redevelopment Qualifications for the District

January 13, 2022

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

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

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

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



Diagram 1

CONCLUSION

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

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

MINNESOTA STATUTE 469.174, SUBDIVISION 10 REQUIREMENTS

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

INTERIOR INSPECTION

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

EXTERIOR INSPECTION AND OTHER MEANS

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

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

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

DOCUMENTATION

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

QUALIFICATION REQUIREMENTS

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

1. Coverage Test

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

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

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

The LHB team reviewed the following parcels:

Parcel Number 18.31.2.26.120 (818 4th Street NW)

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

Findings

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

2. Condition of Buildings Test

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

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

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

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

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

Findings

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

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

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

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

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

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

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

Findings

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

TEAM CREDENTIALS

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

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

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

PHIL FISHER – INSPECTOR

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

ATTACHMENTS

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

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

LHB, INC.



MICHAEL A. FISCHER, AIA, LEED AP

c: LHB Project No. 210871

Farmer Seed Redevelopment TIF District

Building Code, Condition Deficiency and Context Analysis Report

Parcel A

Farmer Seed and Nursery Co.

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

DEFECTS IN STRUCTURAL ELEMENTS

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

COMBINATION OF DEFICIENCIES

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

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

DESCRIPTION OF CODE DEFICIENCIES

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

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

OVERVIEW OF DEFICIENCIES

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

ENERGY CODE DEFICIENCIES

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

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

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

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

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

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

FARMER SEED REDEVELOPMENT TIF DISTRICT

Code Deficiency Cost Report

Parcel A - 818 4th Street NW, Faribault, Minnesota 55021
Parcel ID 18.31.2.26.120

Building Name or Type
Farmer Seed and Nursery

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

Parking

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

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

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

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

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

Foundation

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

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

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

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

Glass Doors

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

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

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

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

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



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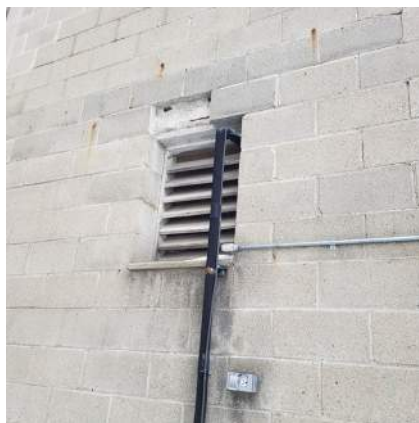
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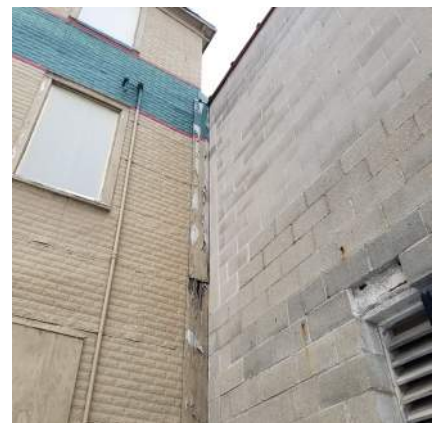
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Farmer Seed TIF District - 818 4th Street NW - Parcel A



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



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



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



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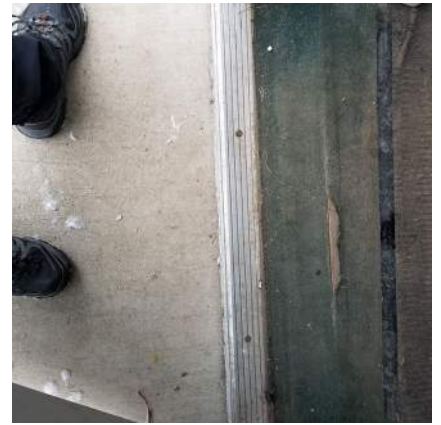
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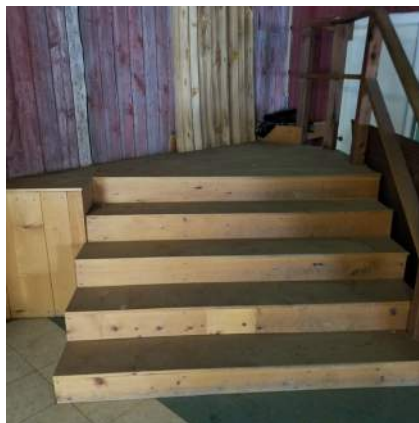
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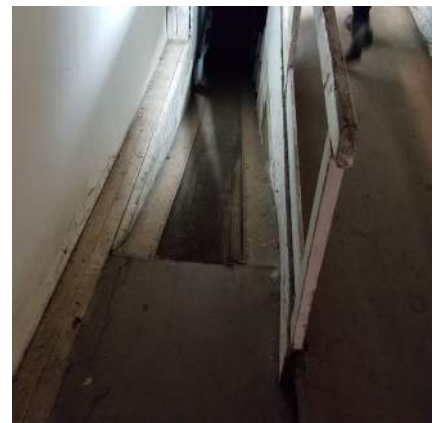
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Farmer Seed TIF District - 818 4th Street NW - Parcel A



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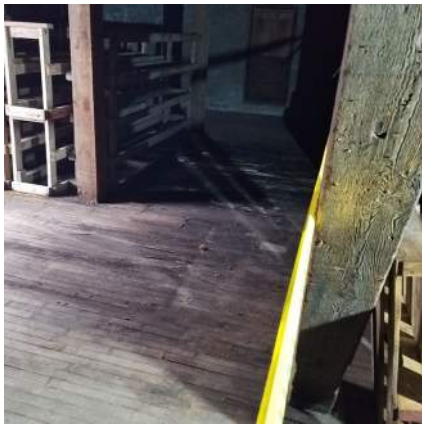
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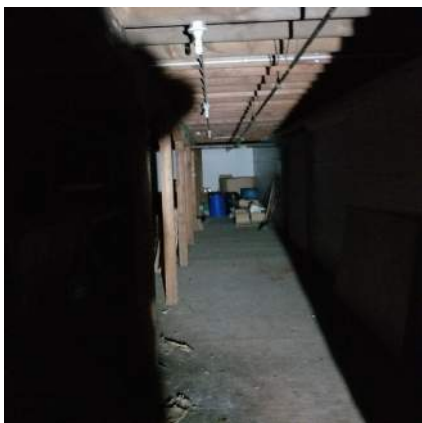
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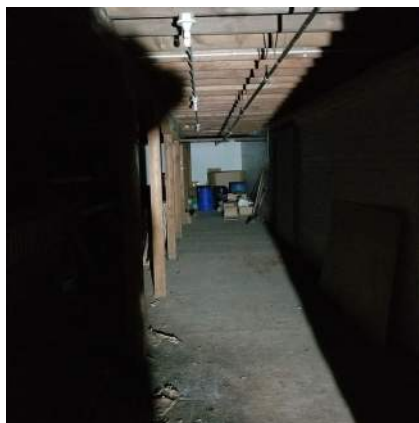
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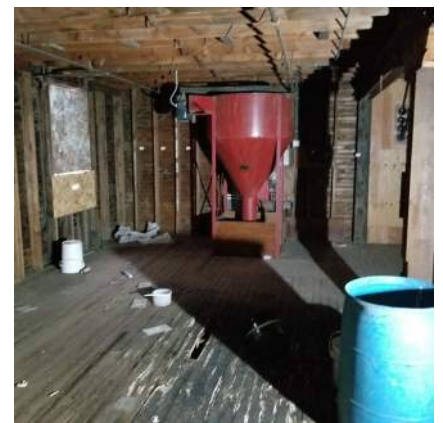
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Farmer Seed TIF District - 818 4th Street NW - Parcel A



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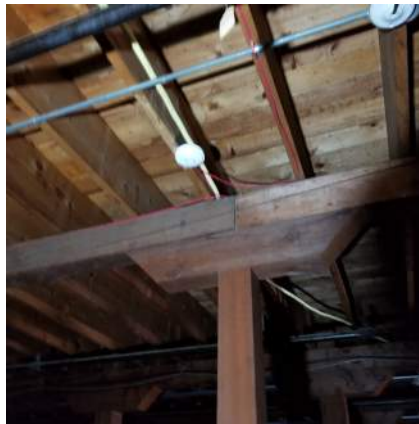
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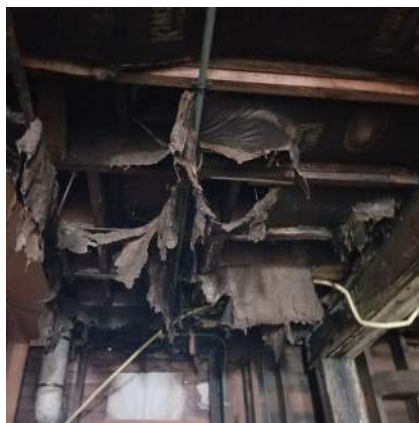
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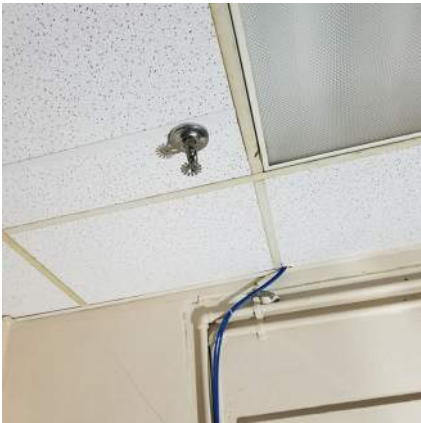
Farmer Seed TIF District - 818 4th Street NW - Parcel A



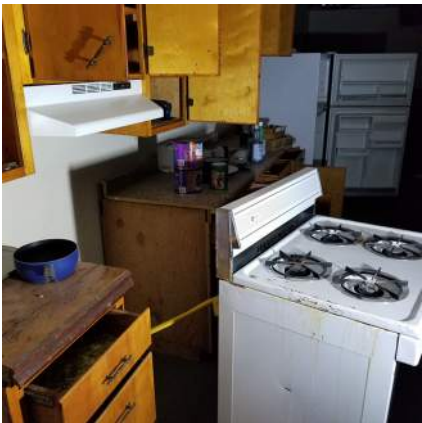
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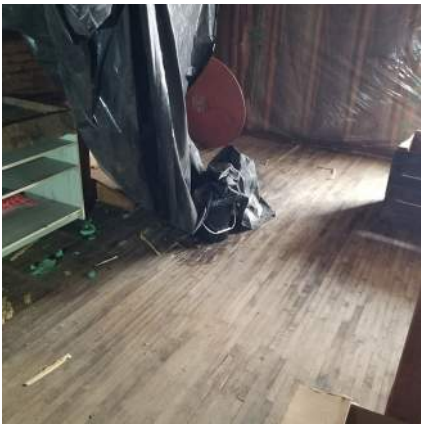
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Farmer Seed TIF District - 818 4th Street NW - Parcel A



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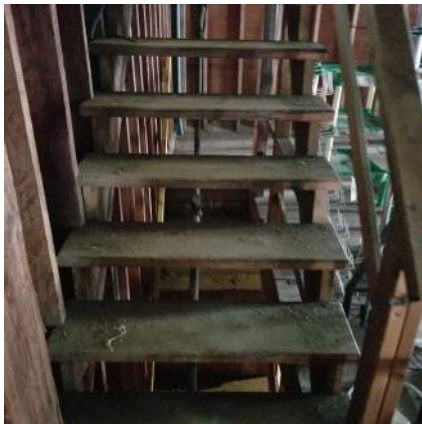
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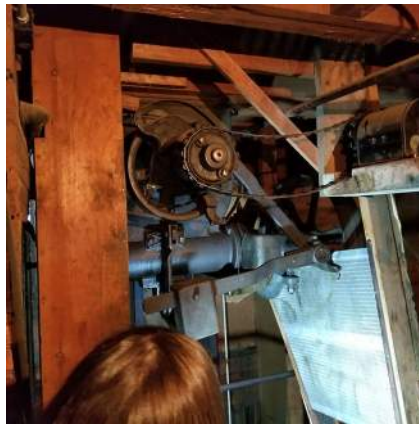
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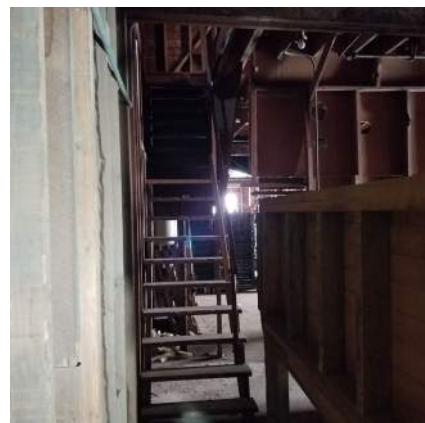
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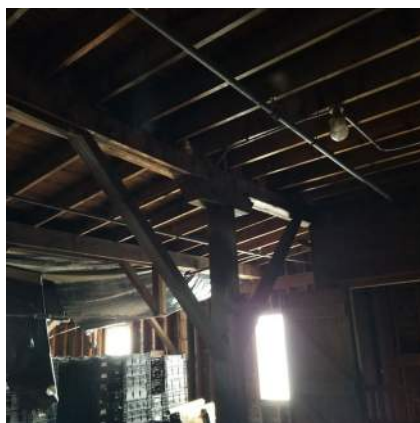
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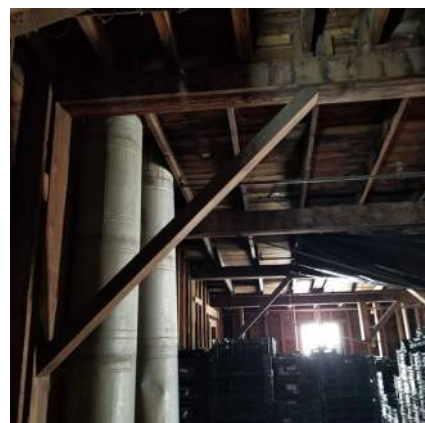
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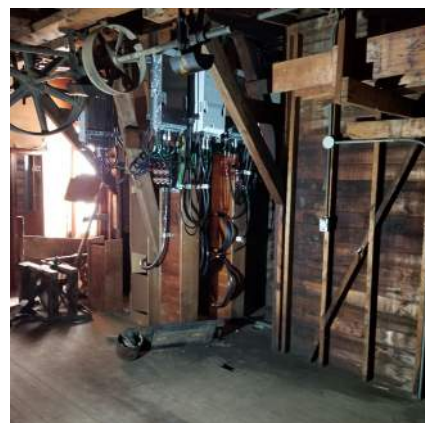
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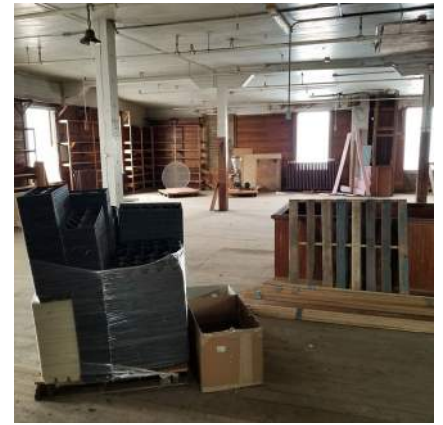
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Farmer Seed TIF District - 818 4th Street NW - Parcel A



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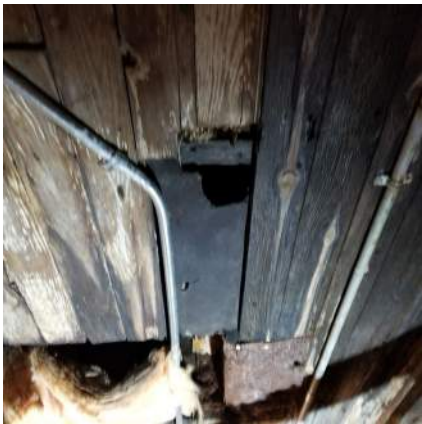
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Farmer Seed TIF District - 818 4th Street NW - Parcel A



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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 23, 2022
SUBJECT: Resolution 2022-187 Adopting a Modification to the Development Program for Development District No. 1; and Establishing Tax Increment Financing District No. 18: Willow Street Apartments Herein and Adopting a Tax Increment Financing Plan Therefor; Authorizing Interfund Loan

Background:

The City owns an approximate 9-acre parcel of land located at the corner of 17th St. SW and Willow St. The City Council had previously discussed their openness to considering proposals for housing development on this site. The parcel has been included on the map of available sites for multi-family housing development, and shared with multiple developers. Earlier this year, a development team expressed interest in this property for a multi-phase, multi-family housing development. The City Council entered into a Preliminary Development Agreement with the Developer in March, providing exclusive rights to the Developer to conduct due diligence necessary to pursue a multi-family housing development on this site, and the City would act in good faith to review finance incentives to support the development.

The Developer intends to construct 192 units of market-rate rental housing to address the workforce housing needs in the community, to be built over multiple phases. The Developer is currently working through the planning and zoning process, with actions scheduled for City Council consideration on August 23, 2022 - including rezoning of the property and preliminary and final plat approval .

The total project costs associated with the 3-phase project are \$31.5m. The development will include three multi-story buildings, with varying

sized apartment units, underground/covered parking, community amenities, and a pedestrian connection that ties into the adjacent sidewalk and trail system. 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 district will generate an estimated \$2,721,012 in increment over the life of the District (9 years), and based on the pro forma submitted by the Developer, the Project will require assistance to be feasible.

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
 - Rezone to R-4, High-Density Residential and PUD Overlay
- On August 18, 2022, the EDA reviewed the attached TIF Plan for conformity to the requirements of the TIF Act and consistency with community needs. The EDA confirmed with an affirmative vote 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 18.
- A public hearing was properly noticed for August 23, 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. 18: Willow Street 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. 18 - 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. 187, 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 2022-187, Adopting a Modification to the Development Program for Development District No. 1; and Establishing Tax Increment Financing District No. 18: Willow Street Apartments and Adopting a Tax Increment Financing Plan Therefor; Authorizing Interfund Loan

Attachments:

1. Resolution 2022-187 Approve Modification to Dev District 1 and Establish TIF District 18 Willow Street Apartments
2. Modification to the Development Program & Tax Increment Financing (TIF) Plan - No. 18 - Willow Street Apts

CITY OF FARIBAULT

RESOLUTION #2022-187

**ADOPTING A MODIFICATION TO THE DEVELOPMENT PROGRAM FOR
DEVELOPMENT DISTRICT NO. 1; AND ESTABLISHING TAX INCREMENT
FINANCING DISTRICT NO. 18: WILLOW STREET 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. 18: Willow Street 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 August 18, 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 not modifying the boundaries of Development District No. 1, but is however, 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. 18: Willow Street 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 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. 18.

Date Adopted: August 23, 2022.

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A

RESOLUTION NO. 2022-187

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan (TIF Plan) for Tax Increment Financing District No. 18: Willow Street 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. 18-Willow Street 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. 18-Willow Street Apartments consists of one (1) parcel. The development will consist of the construction of 192-units of non-age restricted rental workforce housing 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. 18-Willow Street 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. 18-Willow Street 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 23, 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. 18 -
Willow Street Apartments
(an economic development district)



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, Minnesota 55113

BUILDING COMMUNITIES. IT'S WHAT WE DO.

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Appendix D: Letters of Support From Local Business	
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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 establishment of Tax Increment Financing District No. 18 - Willow Street 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. 18 - Willow Street 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. 18 - Willow Street 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 469.124 - 469.133*, 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 one (1) parcel of land and adjacent roads and internal rights-of-way. The District is being created to facilitate construction of 192 units of rental housing to address the workforce housing needs in the community. The City intends to enter into an agreement with Faribault Apartments, LLC 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 one (1) parcel 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
18.07.2.00.001	1740 Willow St.	City of Faribault

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 the parcel 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	402,388	
Original estimated Net Tax Capacity	1,850	
Fiscal Disparities	0	
Estimated Captured Tax Capacity	400,538	
Original Local Tax Rate	108.8640%	Pay 2022
Estimated Annual Tax Increment	\$436,041	
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 \$28,125.

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	\$ 2,721,012
Interest	272,101
TOTAL	\$ 2,993,113

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 \$2,461,379. 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 192 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	\$ 400,000
Site Improvements/Preparation	200,000
Utilities	150,000
Other Qualifying Improvements	1,439,278
Administrative Costs (up to 10%)	272,101
PROJECT COSTS TOTAL	\$ 2,461,379
Interest	531,734
PROJECT AND INTEREST COSTS TOTAL	\$ 2,993,113

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 spend 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	400,538	0.5153%
City of Faribault	20,431,840	400,538	1.9604%
ISD 656 (Faribault Public Schools)	35,424,548	400,538	1.1307%

Impact on Tax Rates				
Entity	Pay 2022 Extension Rate	Percent of Total	CTC	Potential Taxes
Rice County	39.3350%	36.13%	400,538	\$157,551
City of Faribault	54.6820%	50.23%	400,538	219,022
ISD 656 (Faribault Public Schools)	14.5910%	13.40%	400,538	58,442
Other	0.2560%	0.24%	400,538	1,025
	108.8640%	100.00%		\$436,041

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 \$2,721,012;

- (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 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 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, water and stormwater will be able to handle the additional volume generated from the proposed 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 \$297,000 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 \$364,696;
- (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 \$983,163;

- (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

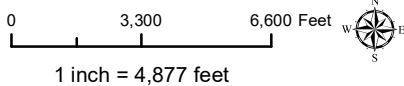
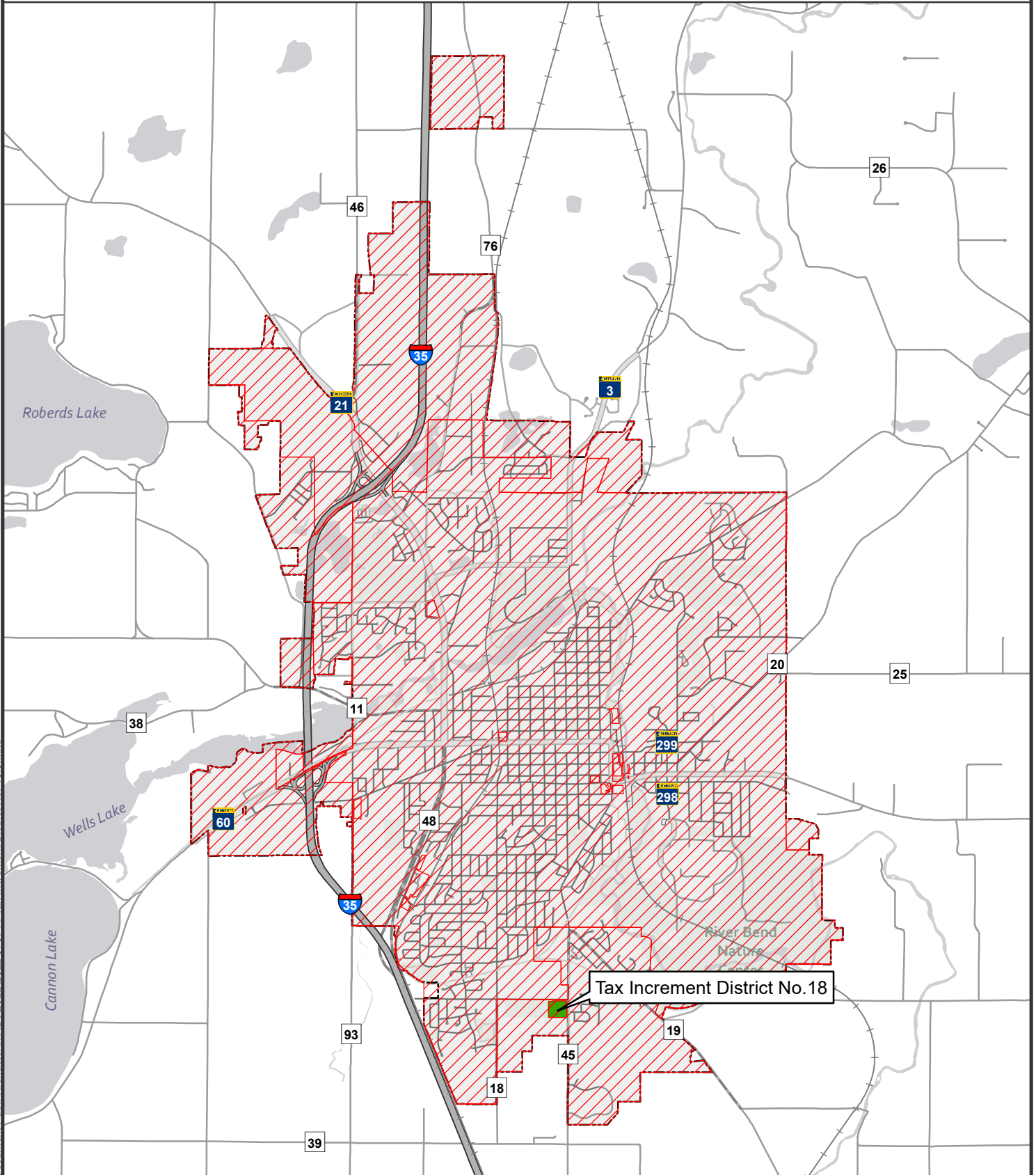
Administration of the District will be handled by the Community and Economic Development Director.

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

Development District No. 1 Tax Increment District No. 18

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 070714 Tax Increment District No. 18.3.mxd



- Development District No. 1
- Tax Increment District No. 18

Appendix B: Estimated Cash Flow for the District

TIF #18 - Willow Street Apartments

City of Faribault, MN

192 Workforce Rental Units



ASSUMPTIONS AND RATES

DistrictType:	Economic Development
District Name/Number:	TIF District No. 18-Willow Street 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	18.07.2.00.001	City of Faribault	1740 Willow St.	148,000	0	148,000	100%	148,000	Pay 2022	Exempt	-	Rental	1,850	1
				148,000	0	148,000		148,000			0		1,850	

Note:

1. Base values are for pay 2023 based upon review of County website on 7-13-22.
2. Located in SD # 656 and TAG: FARIBO-SD656-HSP-HRA-EDA

TIF #18 - Willow Street Apartments

City of Faribault, MN
192 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	72	9,000,000	Rental	112,500	1,563	25%	100%	100%	100%	2025
2	Apartments	125,000	125,000	48	6,000,000	Rental	75,000	1,563	0%	25%	100%	100%	2026
3	Apartments	125,000	125,000	72	9,000,000	Rental	112,500	1,563	0%	0%	25%	100%	2027
TOTAL					24,000,000		300,000						
Subtotal Residential				192	24,000,000		300,000						
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	112,500	0	112,500	122,472	0	0	18,410	140,882	1,956.70
Apartments	75,000	0	75,000	81,648	0	0	12,274	93,922	1,956.70
Apartments	112,500	0	112,500	122,472	0	0	18,410	140,882	1,956.70
TOTAL	300,000	0	300,000	326,592	0	0	49,094	375,686	

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.

WHAT IS EXCLUDED FROM TIF?	
Total Property Taxes	375,686
less State-wide Taxes	0
less Fiscal Disp. Adj.	0
less Market Value Taxes	(49,094)
less Base Value Taxes	(2,014)
Annual Gross TIF	324,578

MARKET VALUE BUT / FOR ANALYSIS	
Current Market Value - Est.	148,000
New Market Value - Est.	24,000,000
Difference	23,852,000
Present Value of Tax Increment	2,137,893
Difference	21,714,107
Value likely to occur without Tax Increment is less than:	21,714,107



TIF #18 - Willow Street Apartments
City of Faribault, MN
192 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%	28,125	(1,850)	-	26,275	108.864%	28,604	14,302	(51)	(1,425)	12,825	12,327	0.5	2024	02/01/24
100%	131,250	(1,850)	-	129,400	108.864%	140,870	14,302	(51)	(1,425)	12,825	24,413	1	2024	02/01/25
							70,435	(254)	(7,018)	63,163	82,766	1.5	2025	08/01/25
100%	221,250	(1,850)	-	219,400	108.864%	238,848	70,435	(254)	(7,018)	63,163	139,975	2	2025	02/01/26
							119,424	(430)	(11,899)	107,094	235,072	2.5	2026	08/01/26
100%	315,281	(1,850)	-	313,431	108.864%	341,214	119,424	(430)	(11,899)	107,094	328,304	3	2026	02/01/27
							170,607	(614)	(16,999)	152,993	458,883	3.5	2027	08/01/27
100%	331,045	(1,850)	-	329,195	108.864%	358,375	170,607	(614)	(16,999)	152,993	586,901	4	2027	02/01/28
							179,188	(645)	(17,854)	160,688	718,721	4.5	2028	08/01/28
100%	347,598	(1,850)	-	345,748	108.864%	376,395	179,188	(645)	(17,854)	160,688	847,957	5	2028	02/01/29
							188,197	(678)	(18,752)	168,768	981,029	5.5	2029	08/01/29
100%	364,977	(1,850)	-	363,127	108.864%	395,315	188,197	(678)	(18,752)	168,768	1,111,492	6	2029	02/01/30
							197,658	(712)	(19,695)	177,251	1,245,826	6.5	2030	08/01/30
100%	383,226	(1,850)	-	381,376	108.864%	415,182	197,658	(712)	(19,695)	177,251	1,377,527	7	2030	02/01/31
							207,591	(747)	(20,684)	186,159	1,513,134	7.5	2031	08/01/31
100%	402,388	(1,850)	-	400,538	108.864%	436,041	207,591	(747)	(20,684)	186,159	1,646,081	8	2031	02/01/32
							218,021	(785)	(21,724)	195,512	1,782,971	8.5	2032	08/01/32
							218,021	(785)	(21,724)	195,512	1,917,177	9	2032	02/01/33
Total							2,730,843	(9,831)	(272,101)	2,448,911				
Present Value From 08/01/2023							2,137,893	(7,696)	(213,020)	1,917,177				
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. 18 - Willow Street 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. 18 - Willow Street Apartments is an economic development district as defined in M.S., Section 469.174, Subd. 12.*

Tax Increment Financing District No. 18 - Willow Street 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 192 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. 18 - Willow Street 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 \$23,852,000 (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 \$2,137,893 (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 \$21,714,107 (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. 18 - Willow Street 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. 18 - Willow Street 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", is written over a light blue horizontal line.

Jody Long

Plant Manager

Appendix E: Supporting Documentation of Vacancy Rate



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.

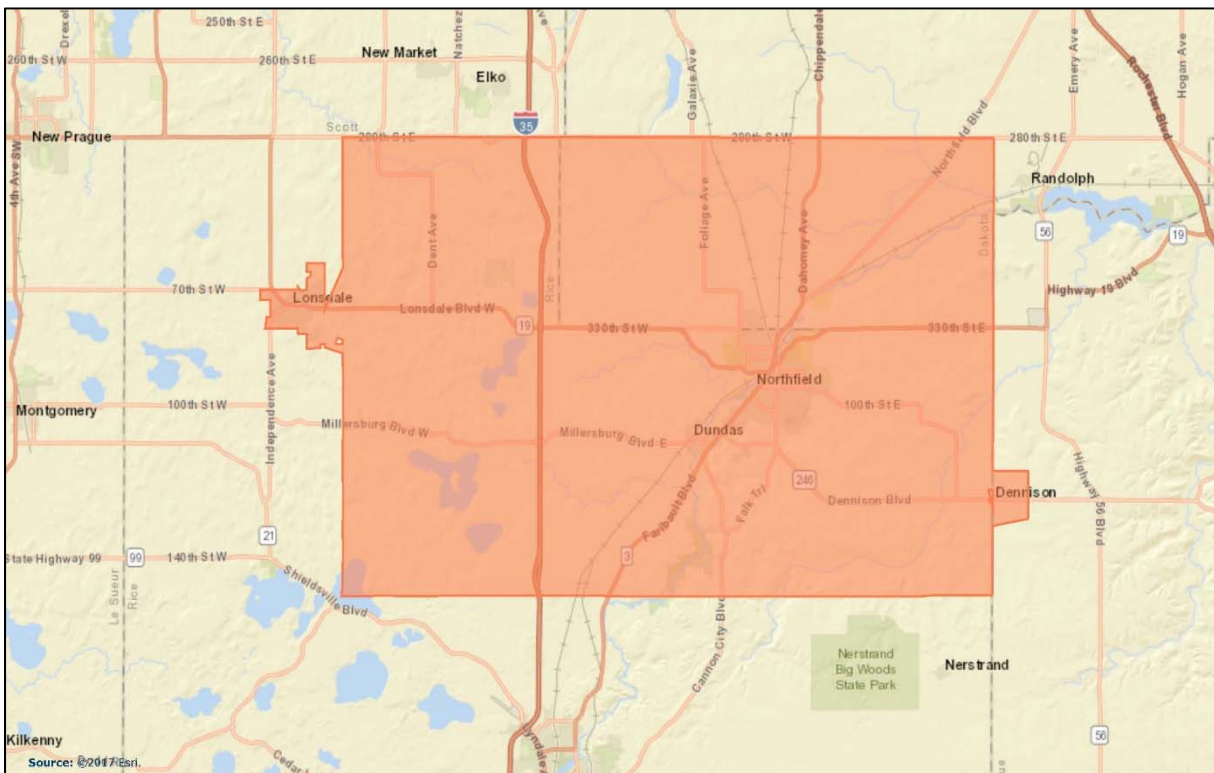
Demographic and Employment Review

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.

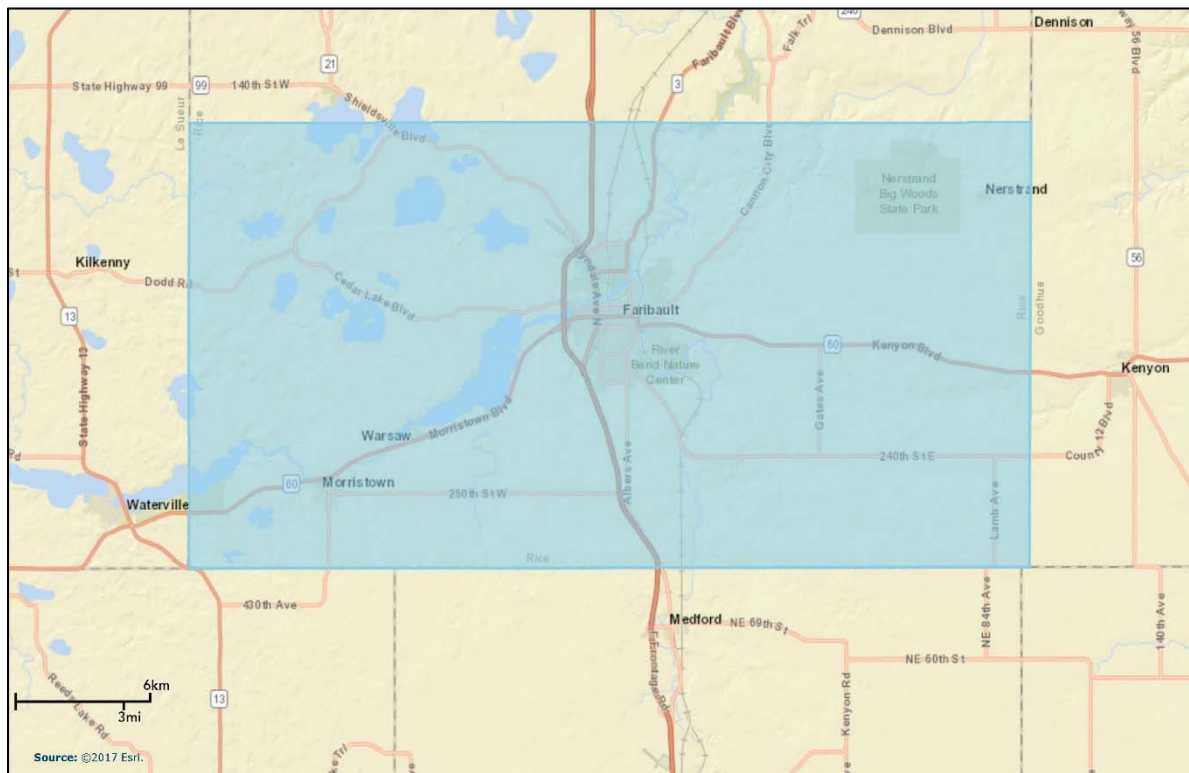
Draw areas were compiled for each of the communities with the understanding that there is also likely to be some cross-over between each of these communities in terms of employment and residential options, including apartments. As such, the draw areas identified for this memorandum would not necessarily 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		

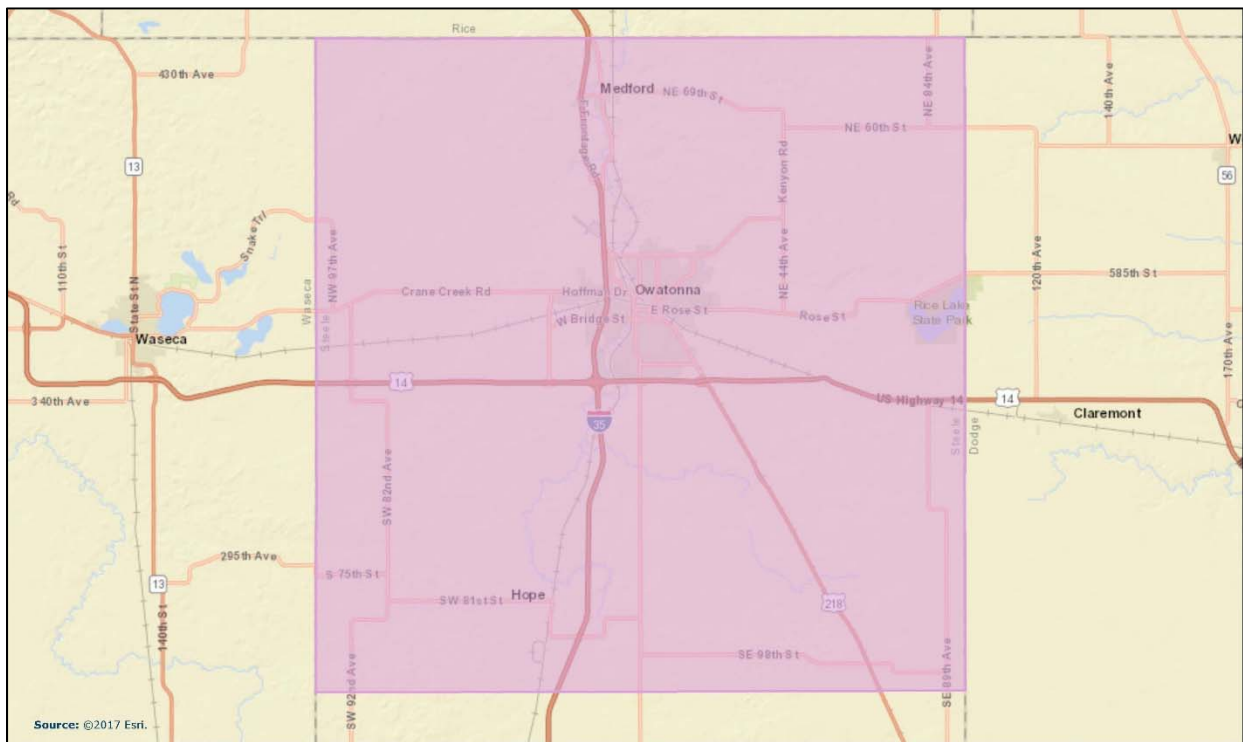
Northfield Draw Area



Faribault Draw Area



Owatonna Draw Area



Population and Household Growth Trends

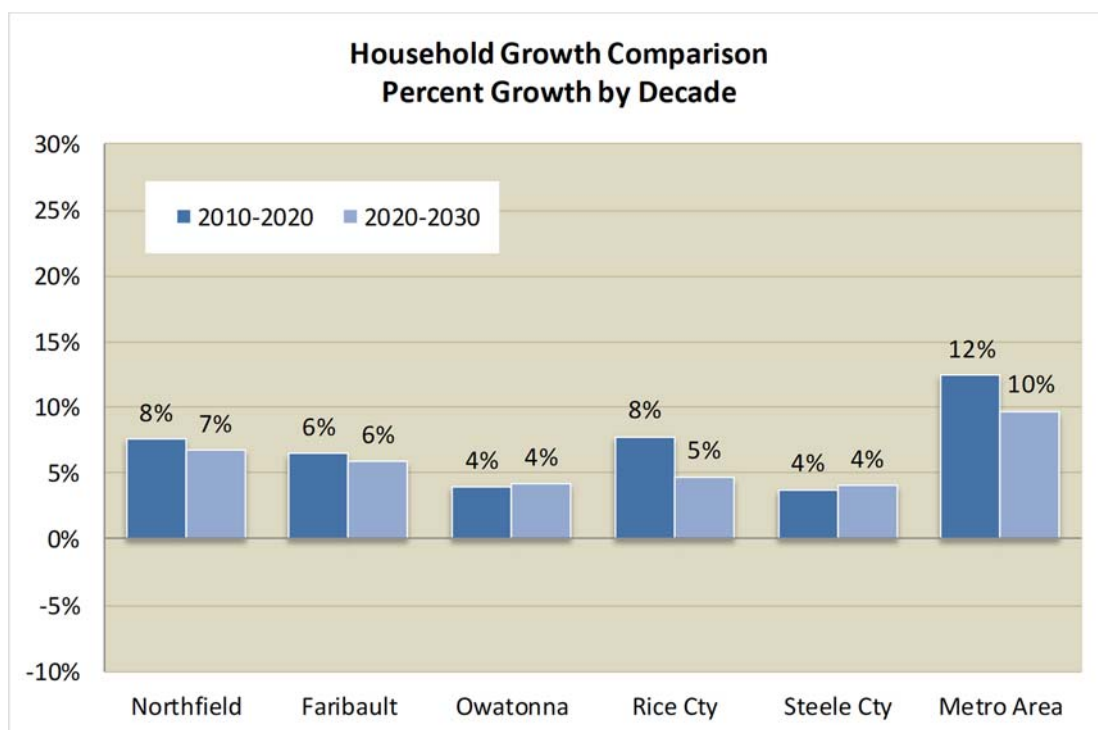
Table 2 shows a summary of population and household growth trends for each of the community draw areas along with Rice and Steele Counties and the 7-County Twin Cities Metro Area. Data was compiled from the US Census and from ESRI Inc., a national demographics forecasting and mapping provider. The projections 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 FARIBAUT 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								
	Age of Householder							
Total	<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

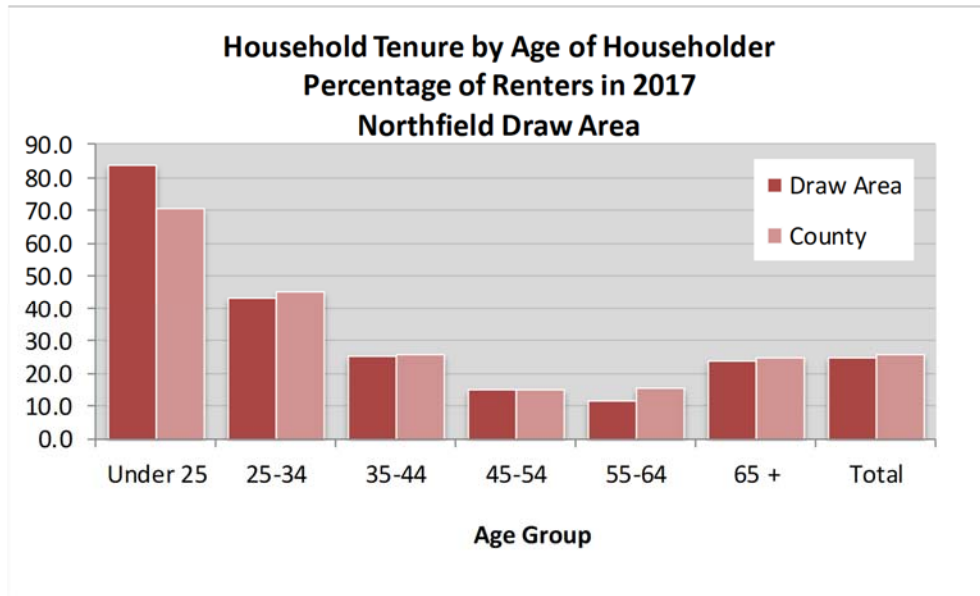
Tables 9 through 11 shows tenure by age of householder for each of the draw areas along with comparison data for Rice and Steele Counties. The data is shown for 2010 and 2017 from the Decennial Census (2010) and from the 5-year American Community Survey estimates.

Northfield

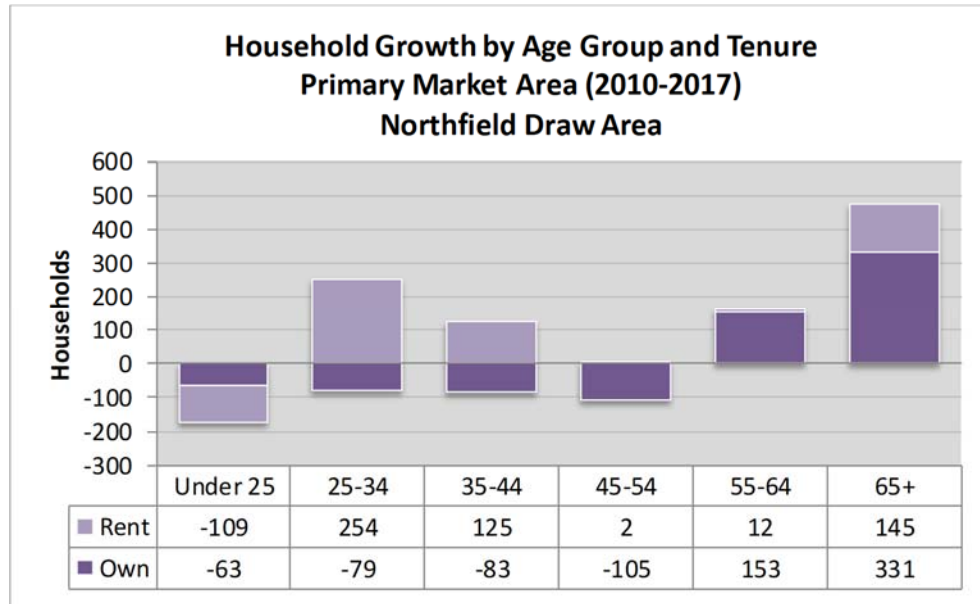
The table shows that the proportion of renter households increased to 24.6% from 22.0% while the proportion of owner households decreased over the same period. In Rice County as a whole, owner and renter households increased numerically but renter households increased more, causing the proportion of 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+.

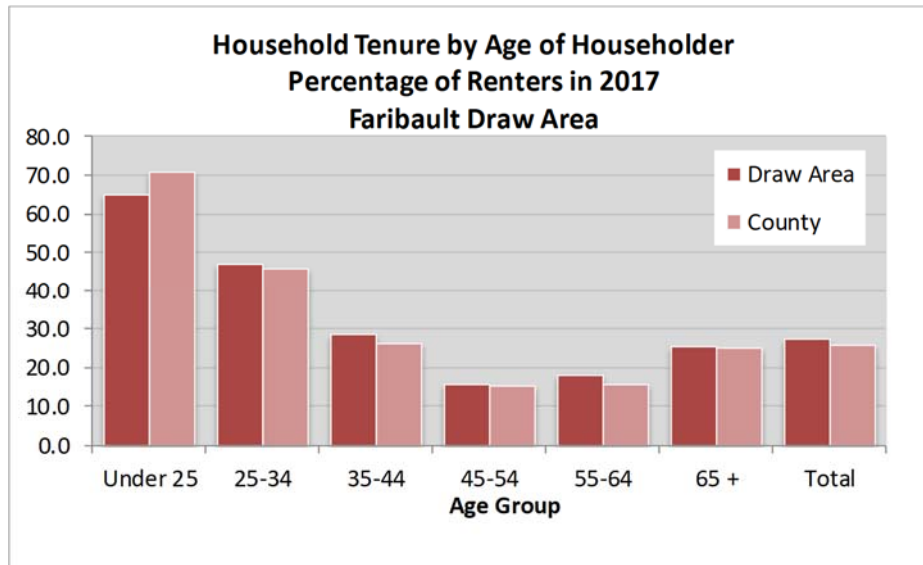


Faribault

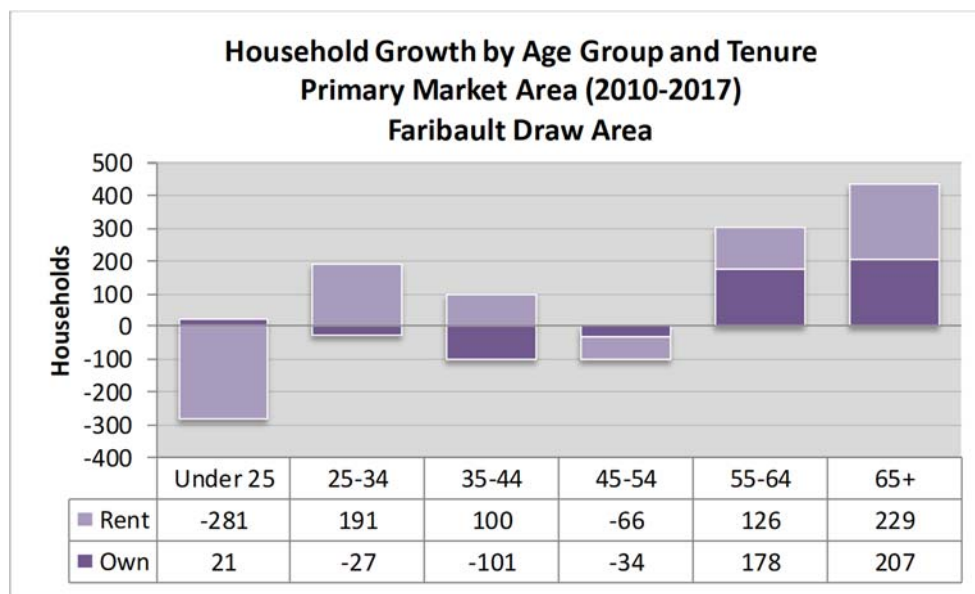
The table shows that the proportion of renter households in the Faribault Draw Area increased to 27.2% from 25.2% while the proportion of owner households decreased over the same period. In Rice County as a whole, owner and renter households increased, but the increase in renter households was much larger, 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.



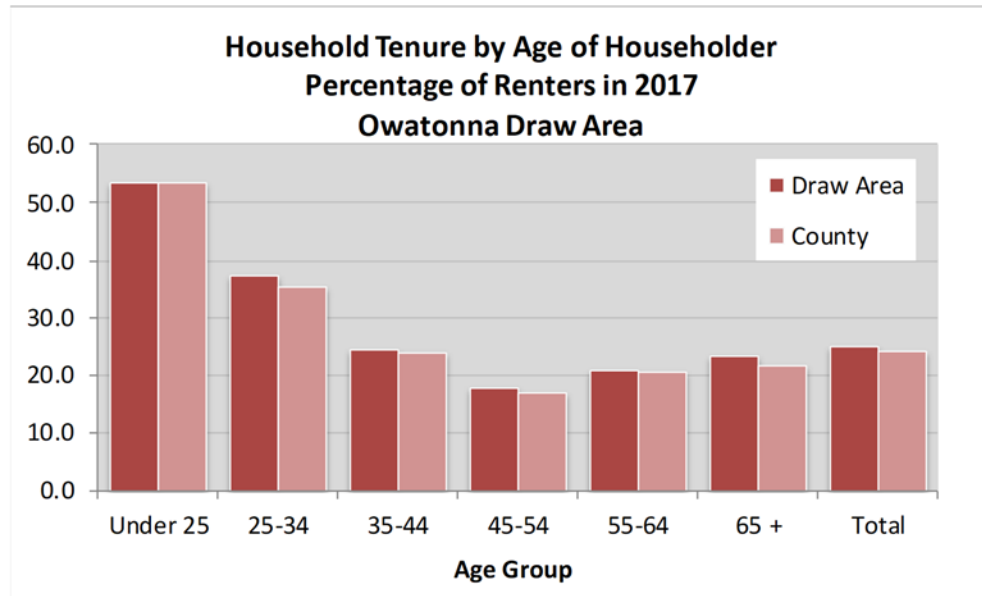
Owatonna

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.

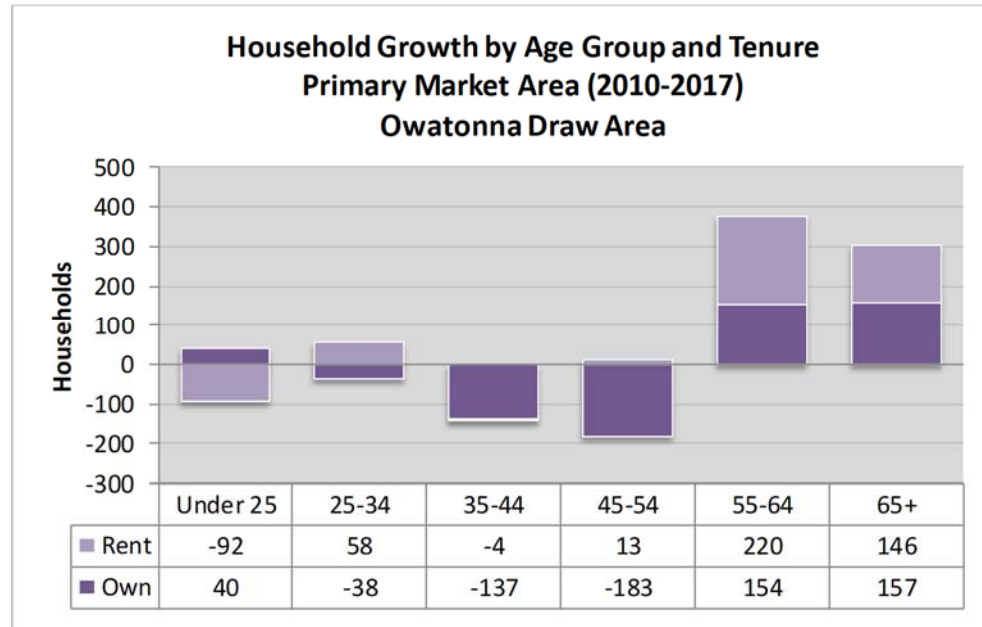
TABLE 11
TENURE BY AGE OF HOUSEHOLDER
OWATONNA DRAW AREA
2010 & 2017

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.

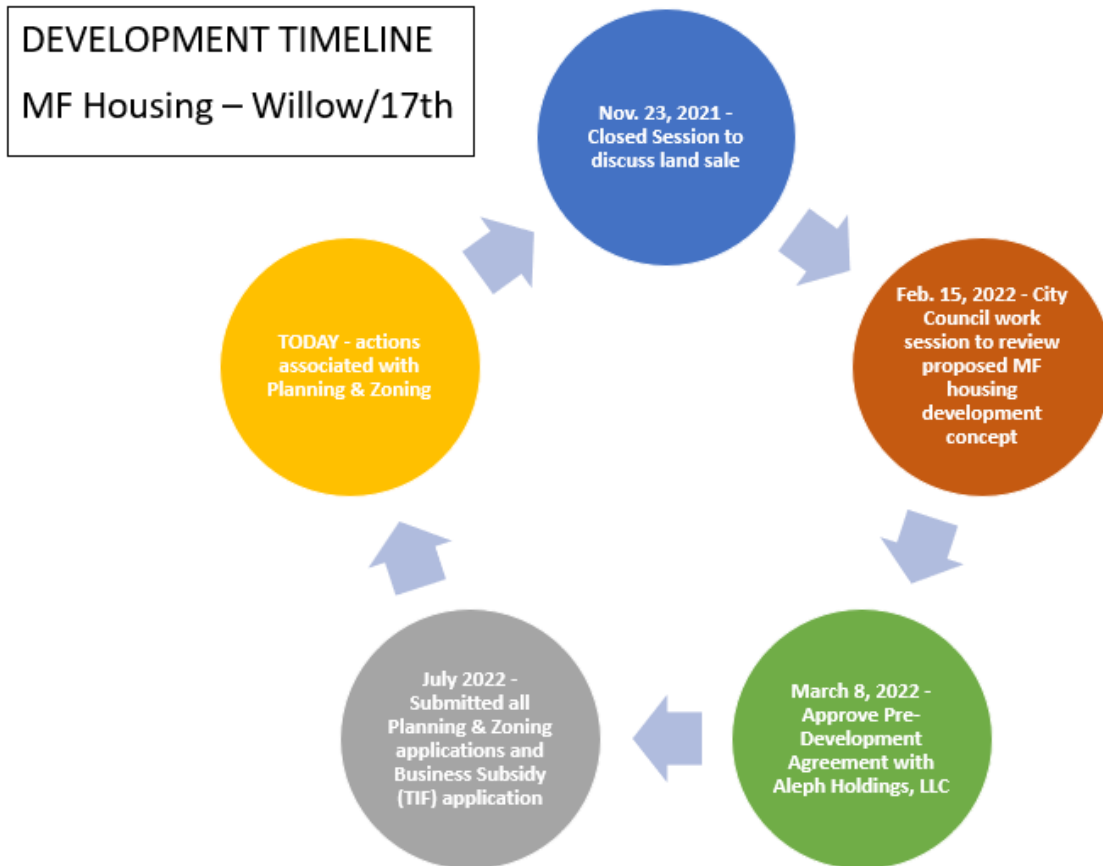


Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic
Development Director
MEETING DATE: August 23, 2022
SUBJECT: Applications related to Platting and Rezoning
Property for a Proposed Multi-Family Residential
Development at the Southwest Corner of 17th
Street SW and Willow Street

Background:

Late last year Staff was contacted by Faribault Apartments, LLC (the "Applicant"), regarding their desire to construct a proposed multi-family housing, multi-phase development within the City. These conversations led to the Applicant consulting with the City of Faribault (the "Owner"), regarding a proposed multi-family residential development on a roughly nine-acre, City-owned parcel at the southwest corner of 17th Street SW and Willow Street/Albers Avenue/CSAH 45 - reviewing the City Council's request to evaluate incorporating commercial uses within the development plan, and the City Council providing input on preferred parking options, greenspace, and exterior finishes .



These conversations and actions led to the Applicant preparing all of the necessary submittal requirements to request approval of a preliminary and final plat to subdivide the parcel (the “Property”), and rezoning to support the proposed development. The Applicant is seeking approval to subdivide the Property into three lots, each supporting an apartment building, and approval to rezone the property from TUD, Transitional Urban Development, to R-4, High-Density Residential, with a PUD Overlay Zoning District. The City’s Development Review Committee recommended approval of the Applicant’s requests. Refer to the attached Staff reports for additional information.

The Planning Commission held a public hearing on August 1, 2022, to consider the Applicant’s requests. The Commission heard comments from the public that the proposed development would exasperate existing traffic concerns in the area, result in the loss of open space, and be out of context with the existing low-density residential area to the east. Following the public hearing, the Planning Commission continued its meeting to a future date to allow further review of the proposed development’s impact on traffic in the area.

Upon further review of the required traffic impact study prepared, the Applicant, the Applicant’s Traffic Consultant, City Staff, and County Staff

reaffirmed that the additional traffic generated by the proposed development would be consistent with accepted traffic engineering standards. However, the parties agreed that improved pedestrian crossings at 17th Street and Willow Street should be installed in conjunction with the proposed development. The City Engineer and the County Engineer also agreed to conduct a traffic study in the future based on long-term development scenarios in the region - looking beyond the proposed development and its traffic impacts. Pending the study results, the 17th Street SW and Willow Street/Albers Avenue/CSAH 45 intersection may require and warrant improvements. Understanding that future intersection improvements may be required, the northeast corner of the proposed plat dedicates a small area for future intersection improvements. The future traffic study could also result in lower speed limits on CSAH 45. Refer to the attached reports for additional information.

The Planning Commission resumed its meeting on August 15, 2022. After further review of the traffic situation, the Commission recommended that the City Council deny the Applicant's requests, based primarily on traffic concerns as outlined in the recitals of the attached resolution and ordinance. Staff acknowledges the public's concern about traffic and respects the Planning Commission's findings and denial recommendations. However, based on the professional traffic study prepared that concludes the proposed development would not cause traffic in the area to function below traffic industry standards, and recommendations for additional actions to improve existing and future traffic conditions based on the recommendations of professional traffic engineers - Staff recommends approval of the project.

Recommendation:

Approve the Applicant's requests as outlined in Items 7.A.1. and 7.A.2.

Attachments:

1. City Planner's Report
2. City Engineer's Report
3. County Engineer's Comments
4. Applicant's Traffic Study



Public Hearing Staff Report

TO: Planning Commission
FROM: David Wanberg, City Planner
MEETING DATE: August 10, 2022
SUBJECT: Applications related to Platting and Rezoning the Property at the Southwest Corner of 17th Street SW and Willow Street for a Proposed Multi-Family Residential Development

BACKGROUND AND REQUESTS

The City of Faribault owns a roughly ten-acre parcel at the southwest corner of 17th Street SW and Willow Street (the "Property"). The City's Journey to 2040 Comprehensive Plan guides the parcel for "planned residential." Over the past year, Faribault Apartments, LLC (the "Applicant") has consulted with City Staff and the City Council on a potential multi-family residential development on the Property. The Applicant requests the following:

1. Preliminary and final plat approval to subdivide the Property into three lots; and
2. Rezoning the property to R-4, High-Density Residential with a planned unit (PUD) overlay zoning district.

OVERVIEW OF THE SUBJECT PROPERTY AND SURROUNDING AREA

The Property is an undeveloped parcel at the southwest corner of 17th Street SW and Willow Street (see [Figure 1](#)). The City's Journey to 2040 Comprehensive Plan guides the Property and the area south of the Property for "planned residential", which may include a variety of residential densities. The Faribault Middle School is on the north side of 17th Street SW, an existing low-density residential development is on the east side of Willow Street, and the soccer complex is west of the subject property.

Multi-family residential developments are generally located adjacent to collector or arterial roads. 17th Street SW is a minor collector and Willow Street/Albers Drive/CSAH 45 is a major collector (refer to the attached City Engineer's report for additional information).



Figure 1: Aerial Photograph of the Subject Property and Surrounding Area

OVERVIEW OF THE PROPOSED MULTI-FAMILY DEVELOPMENT

The Applicant proposes to develop (over three phases) three, three-story, market-rate apartment buildings accommodating a total of 192 units (see Figure 2 and Figure 3). Two of the proposed building will have underground parking. The development will also include a pet area and a playground.

The City needs additional housing, including market-rate multi-family housing. The City marketed the Property for housing, and the Applicant has consulted with City Staff and the City Council to explore developing apartments on the Property. Originally, the Applicant presented a preliminary plan that included four buildings totaling 250 units. The Applicant revised the original plan to provide three buildings totaling 192 units. From a planning point of view, the

proposed multi-family development adjacent to the existing collector roads and the adjacent soccer complex is acceptable. The development limits the height of the apartment buildings to three stories, and it provides a landscape buffer to mitigate the potential impacts on the existing low-density residential development to the east.

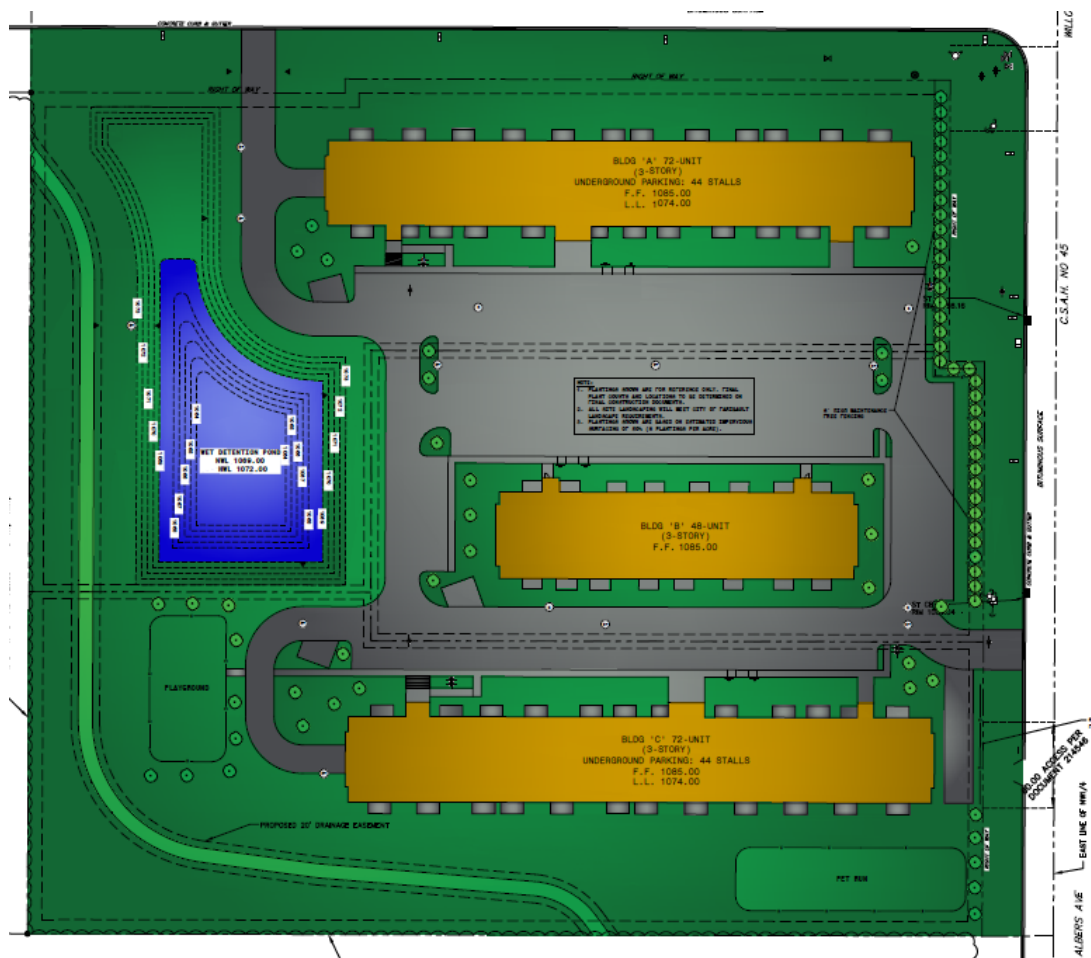


Figure 2: Proposed Site Plan



Figure 3: Proposed MIDWEST FIRST SUBDIVISION Plat

PROPOSED PRELIMINARY PLAT AND FINAL PLAT

The Applicant proposes to plat the Property as FARIBAULT APARTMENTS (see [Figure 4](#)). The plat will include three lots – one for each apartment building, and it dedicates a small amount of right-of-way in the northeast corner of the plat for potential future intersection improvements. The proposed plat is straightforward. The Applicant and City Staff will collaborate on the details of the plat and associated agreements. Refer to the attached report from the City Engineer for additional information.

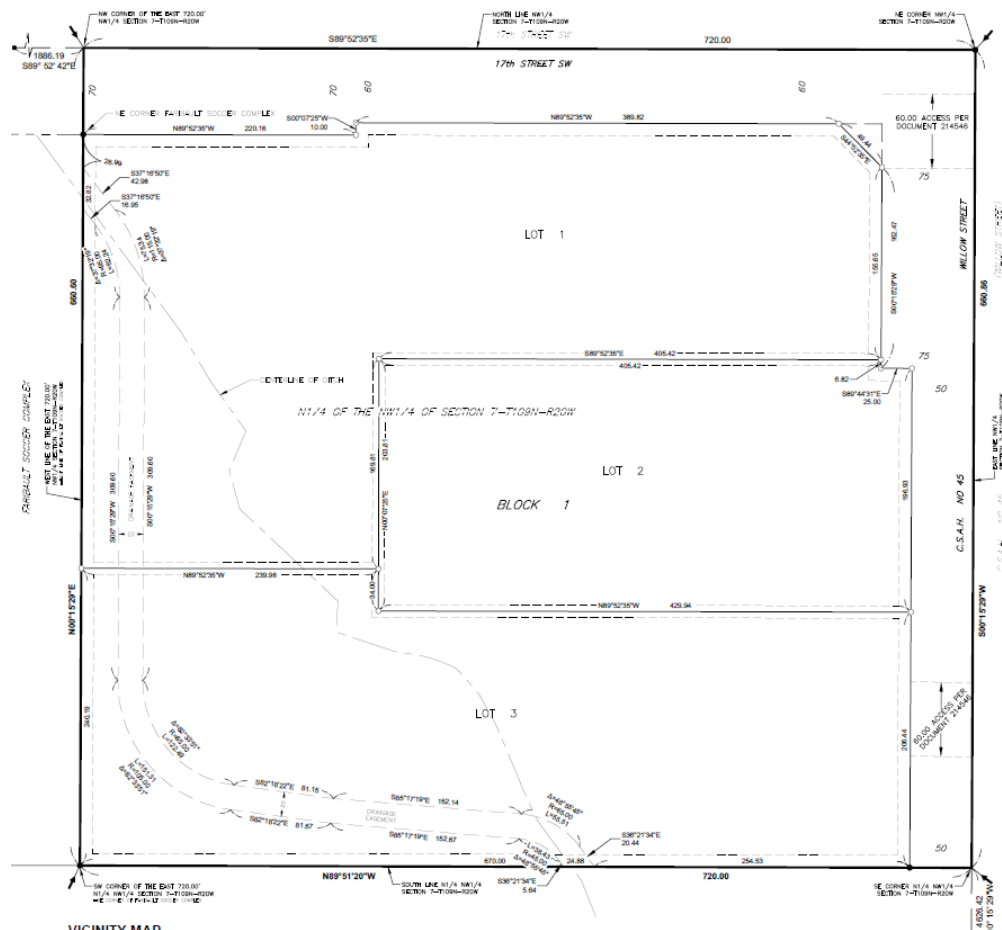


Figure 4: Proposed Final Plat

REZONE THE PROPERTY FROM TUD, TRANSITIONAL URBAN DEVELOPMENT TO R-4, HIGH-DENSITY RESIDENTIAL WITH A PLANNED UNIT DEVELOPMENT OVERLAY

The Property is currently zoned TUD, Transitional Urban Development, which is essentially a holding district until the City approves the site's development. The City's Comprehensive Plan guides the Property for "planned residential",

which may include high-density residential development. Given the strong need for market-rate apartments in the community, City Staff (in consultation with the City Council) has indicated that it is appropriate to rezone the site to R-4, High-Density Residential. Because the site includes three buildings that will share parking, stormwater facilities, and amenities, the Applicant has requested (in consultation with City Staff) a PUD overlay. Based on a review of the attached traffic study, City Staff believes that the additional traffic generated by the proposed development would be consistent with accepted traffic engineering standards.

RECOMMENDATION

Over the past several months, the Applicant and City have consulted on the development of the Property. City Staff (in consultation with the City Council) supports multi-family residential development on 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 all additional DRC comments as the project plans are refined.

ATTACHMENTS

- City Engineer's Report
- County Engineer's Comments
- Applicant's Traffic Study



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 **REVISED August 12, 2022**

SUBJECT: Faribault Apartments Preliminary Plat, Final Plat, Planned Unit Development & Rezoning

BACKGROUND

The City of Faribault (Owner), in conjunction with Chet Funk on behalf of Faribault Apartments, LLC, the Developer, has submitted a preliminary plat, final plat, planned unit development and rezoning applications for Faribault Apartments. The site is located in the NW ¼ of Section 7 Township 109, Range 20W whose parent parcels are a metes and bounds parcel. The site is adjacent to CSAH 45 (Albers Avenue) to the east, agricultural property to the south, parkland (Faribault Soccer Complex) to the west and 17th Street NW to the north.

The proposed subdivision is located on land that is currently zoned TUD Transitional Urban Development. It is proposed to rezone the proposed plat area to R-4 High Density Residential. The proposed improvements include the construction of phased construction of three (3) multi-story apartment buildings with onsite parking and stormwater management facilities.

There are no proposed public improvements.

The proposed development will be completed by:

Owner:	City of Faribault
Developer:	Faribault Apartments, LLC
Surveyor:	Jones Haugh Smith Engineers & Surveyors
Engineer:	MBN Engineering

PLANNED UNIT DEVELOPEMENT (PUD) & REZONING

The Developer has submitted an application to rezone the property from Transitional Urban Development (TUD) to High Density Residential (R-4) and also to establish a planned unit development overlay district. The proposed zoning request is in conformance with the City's Journey to 2040 Comprehensive Plan. The PUD is to establish deviations from the required

City code sections regarding interior setbacks for parking and drive aisles and shared access and common development amenities such as playgrounds, pet areas and stormwater management.

PLAT

Developer has submitted a preliminary and final plat for FARIBAULT APARTMENTS. The preliminary and final plat contains three (3) lots for high density residential development.

The areas within the plat include:

Lot 1, Block 1	3.70 acres (161,452 sf)
Lot 2, Block 1	2.01 acres (87,502 sf)
Lot 3, Block 1	3.36 acres (146,391 sf)
ROW	1.85 acres (80,380 sf)
Total	10.93 acres (475,725 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 9.08 acres of land that that is undeveloped and was the site of a former single-family farmstead. The site has a rolling topography and drainage is generally split to flow to the existing non-jurisdictional channel that cuts across the southwest portion of the site which discharges to the public storm sewer system within 17th Street SW.

EASEMENTS

Existing Easements

The following easements are listed on the title commitment and should be shown on the proposed plats to determine if they have any impact on the proposed improvements or should be vacated.

- Book 150 of Deeds, Page 145 for highway easement in favor of State of Minnesota
- Book 27 of M.R., Page 576 for highway purposes in favor of Rice County
- Book 43 of M.R., Page 490 for highway purposes in favor of Rice County

Proposed Easements

The proposed plat shows perimeter drainage and utility easements as required by City code. A twenty (20) foot drainage easement is also shown to encompass the proposed realigned drainage way. Final easement location and sizes shall be subject to review and approval of the City Engineer.

STREET AND SITE LAYOUT

Due to the proposed rezoning of the plat area from TUD to R-4, the Developer hired a consulting firm to conduct a traffic study to evaluate the impacts of the proposed development on adjacent roadways and nearby intersections. Per the report of the traffic study the adjacent streets and intersections operate at an acceptable level of service in both the existing and forecasted scenarios according to industry accepted standards.

The City and Rice County have reviewed the traffic study with the Developer and have revised the plat to dedicate additional right-of-way in the northeast corner of the development to allow for the future construction of intersection improvements to the intersection of 17th Street NW and CSAH 45 when traffic conditions warrant such improvements. The City and Rice County have begun discussions on a corridor study for CSAH 45 to understand current and future traffic needs.

The proposed site layout meets the City code regarding parking space dimensions and access drive widths and provides acceptable site circulation. A detailed phasing plan shall be required as part of the building permitting process.

17th Street SW

The site is south of and adjacent to 17th Street SW a minor collector roadway. 17th Street SW is a 48-foot wide, urban roadway and is within a 130 to 140-foot right-of-way with a sidewalk on the north side. One (1) new driveway access to 17th Street SW is proposed near the northwest corner of the plat. The proposed driveway is approximately 525 ft from the intersection of CSAH 45/Willow Street and 400+ ft from the nearest driveway entrance to the Faribault Middle School on the north side of 17th Street SW. 17th Street SW should be marked "No Parking" from the 50 feet west of the proposed driveway location to the intersection of Willow Street on the south side of 17th Street SW to preserve site lines for the proposed driveway. The proposed driveway locations meet City standards for spacing. Per the traffic study a 6-foot concrete sidewalk should be constructed on the south side of 17th Street SW to connect the development internal sidewalks to the public sidewalk and trail systems and Developer shall participate in the costs of enhanced pedestrian crosswalk system on 17th Street SW.

CSAH 45 (Albers Avenue)

The site is west of and adjacent to CSAH 45 a major collector under the jurisdiction of Rice County. CSAH 45 is constructed as a 44-foot wide, two-lane urban roadway with turn lanes and is within a 100 to 125-foot right-of-way with a bituminous trail on the east side. One (1) new driveway access to CSAH 45 is proposed near the southeast corner of the plat. The proposed driveway is approximately 420 ft from the intersection of 17th Street SW and lines up with Allen Path on the east side of CSAH 45. The proposed driveway locations meet City standards for spacing; however, driveway access to CSAH 45 is subject to the review and approval of Rice County. The driveway on CSAH 45 should be shifted south to line up with Allen Path. A northbound left turn lane on CSAH 45 into the proposed development driveway across from Allen Path should be installed. Consideration as per the Rice County Highway Engineer to adding a southbound right turn lane on CSAH 45 into the proposed development driveway across from Allen Path should be considered. Per the traffic study a 6-foot concrete sidewalk should be constructed on the west side of CSAH 45 to connect the development

internal sidewalks to the public sidewalk and trail systems and Developer shall participate in the costs of enhanced pedestrian crosswalk system on CSAH 45.

PARKS, TRAILS & SIDEWALKS

Developer shall be responsible for paying cash in lieu of parkland dedication as agreed upon per the terms of the purchase and development agreement negotiated between the City and Developer. Developer should install a sidewalk connection from the internal sidewalks within the plat to connect to the public sidewalk/trail on the adjacent public streets as recommended by the traffic study and discussed in the previous section.

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 is proposed to be routed through a new on-site stormwater treatment basin and then routed to the existing channel and then to the public storm sewer system in 17th Street SW. Runoff is ultimately discharged to the 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 4.28 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 17th Street NW.

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 will be served by City water and sewer from services extended into the site from existing mains located in 17th Street SW and CSAH 45. Existing utilities have sufficient capacity to serve the proposed development.

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 or as negotiated in the purchase and development agreement between the City and Developer. There are also sanitary sewer and water area charges applicable to the plat area in the amount of \$2,500/acre related to the extension of public utilities with CSAH 45 as part of the Divine Mercy Catholic Church subdivision and CSAH 45 utility extension project per the Divine Mercy Catholic Church Subdivision Agreement recorded as Doc. No. 593831. The area charges shall be paid to Divine Mercy as negotiated in the purchase and development agreement between the City and Developer.

WETLANDS

There are no wetlands shown on the preliminary plat. A Joint Application Form for Activities Affecting Water Resources in Minnesota and wetland delineation report was submitted to the Rice County Soil and Conservation District, the legal responsible governmental unit for the City, on May 18, 2022. On July, 26, 2022 a Notice of Decision was issued by Rice County SWCD concurring with the application that no wetlands exist within the plat area.

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, Planned Unit Development & Rezoning, subject to the comments within this report and the following:

- Developer shall conform with the recommendations of the traffic study.
- Developer shall comply with any Rice County Highway Department requirements regarding improvements and access to CSAH 45.

- Developer shall provide a sidewalk connection from the internal sidewalk network to the public sidewalk/trail system and participate in the costs of enhanced pedestrian crossings at the intersection of CSAH 45 & 17th Street SW.
- 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.

Revised per applicant submittal.

*Dennis Luebbe, P.E.
Rice County Engineer*

*Rice County Highway Department
610 20th Street NW
Faribault, MN 55021
dluebbe@co.rice.mn.us
Phone 507.332.5989*

Mark and Dave-

The Department provides the following comments for the subject development:

- 1.) While not required, the County strongly encourages the City consider a Right Turn Lane be constructed for southbound vehicles to entrance the complex off of Willow Street/ CSAH 45. If this was a rural area this would be a requirement of a County access permit. Since the areas is urbanizing, and the posted speed limit is 40 MPH, it is recommended as a safety component to separate traffic flow. It would be an added benefit to the residents of the complex, as well as the thru traffic headed to current, and future, developments south of this site. A widened roadway section currently exists in this area, and therefore minimal additional widening appears to be needed to incorporate this feature.
- 2.) The Department supports the proposed dedicated r/w shown in the Applicant's revised plat dated August 11, 2022.
- 3.) The Department can contribute 33% of the costs for pedestrian crossing improvements shown to be needed along CSAH 45 as a result of the proposed development.

Please contact me if you have any questions.

*Dennis Luebbe, P.E.
Rice County Engineer*

*Rice County Highway Department
610 20th Street NW
Faribault, MN 55021
dluebbe@co.rice.mn.us
Phone 507.332.5989*



Memorandum

SRF No. 15927

To: Chet Funk
Aleph Management

From: Tom Sachi, PE, Project Manager
Ashley Sherry, EIT, Engineer I

Date: August 11, 2022

Subject: Faribault Apartment Traffic Study; Faribault, Minnesota

Introduction

As requested, SRF has completed a traffic study for the proposed apartment development in the City of Faribault, MN. The proposed development is located in the southwest quadrant of the 17th Street SW and Willow Street intersection (see Figure 1: Project Location). The main objectives of the study are to evaluate the existing operations within the study area, identify any transportation impacts associated with the proposed development, and recommend improvements to address any issues, if necessary. The following information provides the assumptions, analysis, and recommendations offered for consideration.

Existing Conditions

Existing conditions were reviewed to establish a baseline to identify any future impacts associated with the proposed development. The evaluation of existing conditions includes a review of traffic volumes, roadway characteristics, and an intersection capacity analysis, which are summarized in the following sections.

Data Collection

Weekday a.m. and p.m. peak period vehicular turning movement and pedestrian/bicyclist counts were collected by SRF during the week of July 11, 2022. Note that the Faribault Middle School was not in session during the time of data collection. The following study intersections were collected:

- Willow Street and 17th Street SW
- Willow Street and Allen Path
- Base Line Road and 17th Street SW

Note, speed data was not collected in the study area, however, speeds along Willow Street have been perceived as exceeding the speed limit as vehicles come into town from the south. This may impact pedestrians comfort in crossing Willow Street.

www.srfconsulting.com

3701 Wayzata Boulevard, Suite 100 | Minneapolis, MN 55416-3791 | 763.475.0010 Fax: 1.866.440.6364

An Equal Opportunity Employer



Project Location

Faribault Apartment Traffic Study
Faribault, MN

02215927
July 2022

Figure 1

Faribault Middle School Trip Generation

To account for traffic associated with the Faribault Middle School, trip generation estimates were developed for the a.m. and p.m. peak hours and a daily basis. These estimates, shown in Table 1, were developed using the *ITE Trip Generation Manual, 11th Edition*. Note that the trip generation was developed based off the enrollment of the Faribault Middle School provided by the school district website.

Table 1. Faribault Middle School Trip Generation Estimate

Land Use Type (ITE Code)	Size	A.M. Peak Hour		P.M. Peak Hour		Daily Trips
		In	Out	In	Out	
Middle School / Junior High School (522)	800 Students	289	247	58	62	1,680

Results of the trip generation estimate indicate that the Faribault Middle School is expected to generate approximately 536 a.m. peak hour, 120 p.m. peak hour, and 1,680 daily trips. The school trips were distributed throughout the area based on current travel patterns and added to the existing collected data from July 2022 to establish a “typical” existing condition with school in session.

Roadway Characteristics

A field assessment was completed to identify various roadway characteristics within the transportation system study area, such as functional classification, general configuration, and posted speed limit. A summary of these roadway characteristics is shown in Table 2. Note that these are general characteristics and that there are some deviations within the area or segments of the roadways. For example, the functional classification of Base Line Road transitions from minor collector to a major collector north of 17th Street SW.

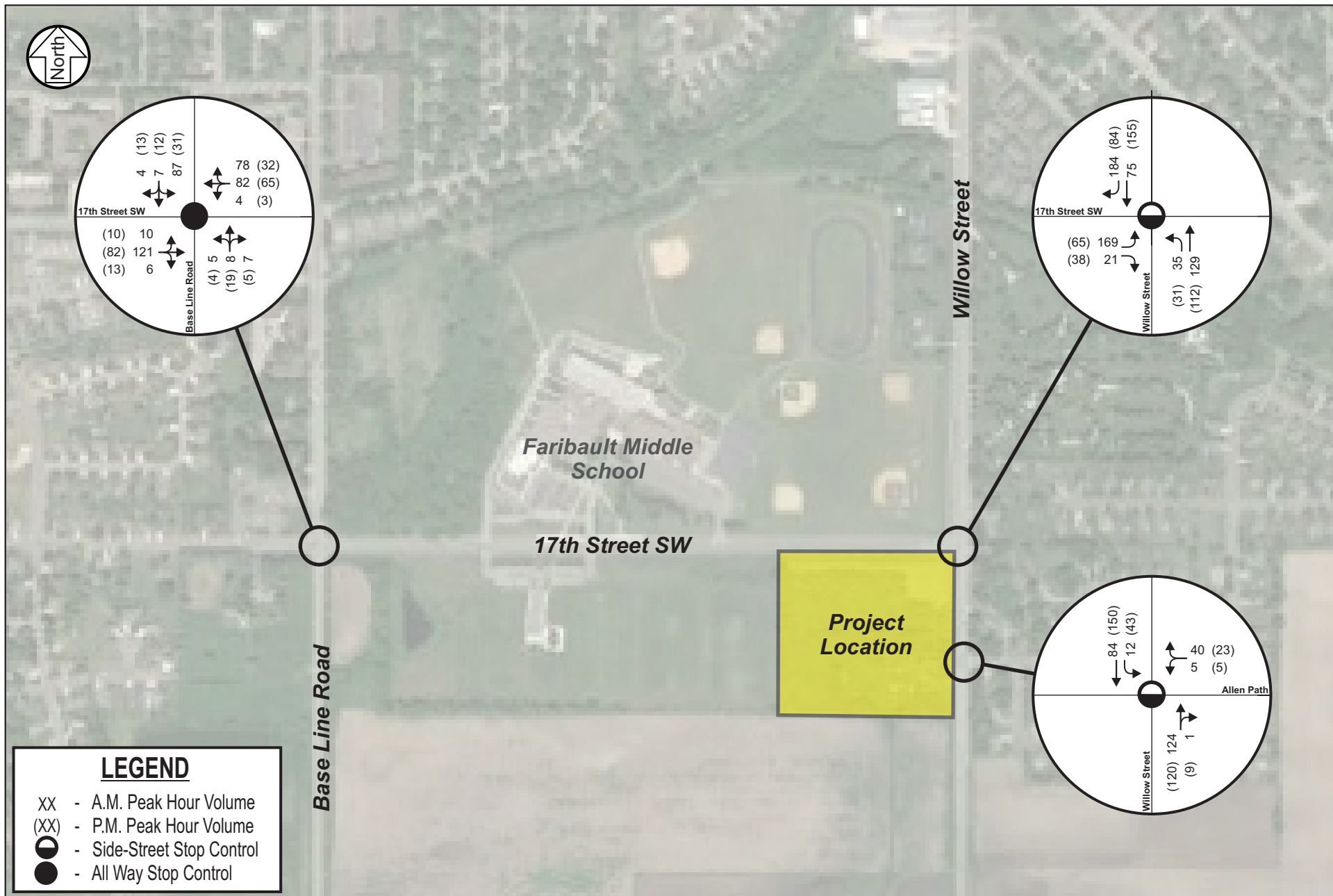
Table 2. Existing Roadway Characteristics

Roadway	Functional Classification ⁽¹⁾	General Configuration	Posted Speed Limit (mph)
17th Street SW	Minor Collector	2-lane undivided	30
Willow Street	Major Collector	2-lane undivided	40
Base Line Road	Minor/Major Collector	2-lane undivided	30

(1) Functional Classification based on the MnDOT's Roadway Classification GIS.

(2) The functional classification of Base Line Road transitions from urban minor collector to urban major collector north of 17th Street SW.

From a traffic control perspective, 17th Street SW and Base Line Road is an all-way stop controlled intersection and the remaining study intersections are unsignalized with a side-street stop control. Existing geometrics, traffic controls, and traffic volumes in the study area are shown in Figure 2.



Intersection Capacity Analysis

An intersection capacity analysis was completed using Synchro/SimTraffic software to establish a baseline condition to which future traffic operations could be compared. Capacity analysis results identify a Level of Service (LOS) which indicates how well an intersection is operating. Intersections are graded from LOS A through LOS F. The LOS results are based on average delay per vehicle, which correspond to the delay threshold values shown in Table 3. LOS A indicates the best traffic operation, while LOS F indicates an intersection where demand exceeds capacity. Overall intersection LOS A through LOS D is generally considered acceptable based on MnDOT guidelines.

Table 3. Level of Service Criteria for Signalized and Unsignalized Intersections

LOS Designation	Signalized Intersection Average Delay/Vehicle (seconds)	Unsignalized Intersection Average Delay/Vehicle (seconds)
A	≤ 10	≤ 10
B	> 10 - 20	> 10 - 15
C	> 20 - 35	> 15 - 25
D	> 35 - 55	> 25 - 35
E	> 55 - 80	> 35 - 50
F	> 80	> 50

For side-street stop/yield-controlled intersections, special emphasis is given to providing an estimate for the level of service of the side-street approach. Traffic operations at an unsignalized intersection with side-street stop/yield control can be described in two ways. First, consideration is given to the overall intersection level of service. This takes into account the total number of vehicles entering the intersection and the capability of the intersection to support these volumes.

Second, it is important to consider the delay on the minor approach. Since the mainline does not have to stop, the majority of delay is attributed to the side-street approaches. It is typical of intersections with higher mainline traffic volumes to experience high-levels of delay (i.e. poor levels of service) on the side-street approaches, but an acceptable overall intersection level of service during peak hour conditions.

Results of the existing capacity analysis, shown in Table 4, indicate that all study intersections currently operate at an acceptable overall LOS A during the weekday a.m. and p.m. peak hours, with the existing geometric layout and traffic controls. No significant side-street stop delays or queuing issues were identified. Note, there may be peak five (5) to 10 minute periods before and after school when operations degrade and have higher delays at the Willow Street/17th Street intersection, however, over the course of the entire peak hour, no issues are expected.

Table 4. Existing Intersection Capacity Analysis

Intersection	A.M. Peak Hour		P.M. Peak Hour	
	LOS	Delay	LOS	Delay
17th Street SW / Base Line Road ⁽¹⁾	A	9 sec.	A	8 sec.
17th Street SW / Willow Street ⁽²⁾	A/B	14 sec.	A/B	11 sec.
Willow Street / Allen Path ⁽²⁾	A/A	10 sec.	A/A	10 sec.

(1) Indicates an unsignalized intersection with an all-way stop control where the overall LOS and delay is shown.

(2) Indicates an unsignalized intersection with side-street stop control, where the overall LOS is shown followed by the worst side-street approach LOS. The delay shown represents the worst side-street approach delay.

Proposed Development

The proposed apartment development is located in the southwest quadrant of the 17th Street SW and Willow Street intersection. The proposed development consists of a total of 186 multifamily residential units. A preliminary site plan for the proposed development is illustrated in Figure 3, which was used as the basis for the traffic analysis. The development is anticipated to be constructed by year 2023.

As part of the development, two (2) full accesses are proposed to be constructed. An access along 17th Street SW is expected to be spaced approximately 550 feet west of Willow Street. In addition, the development is expected to create an access on the west approach of the Willow Street and Allen Path intersection.

Traffic Forecasts

To identify potential impacts associated with the proposed development, traffic forecasts for year 2024 (i.e., one-year after opening) conditions were developed. The year 2024 traffic forecasts take into account general area background growth and traffic generated by the proposed development. The following sections outline the proposed development trip generation, as well as the overall traffic forecast development process and assumptions.

Background Traffic Growth

To account for general background growth in the area, an annual growth rate of one (1) percent was applied to the existing peak hour traffic volumes to develop year 2024 background forecasts. This growth rate was developed using a combination of historical average daily traffic (ADT) volumes published by MnDOT, published traffic forecasts, and engineering judgment.

Proposed Development Trip Generation

To account for traffic impacts associated with the proposed development, trip generation estimates for the proposed land uses were developed for the a.m. and p.m. peak hours and a daily basis. These estimates, shown in Table 5, were developed using the *ITE Trip Generation Manual, 11th Edition*. Note that no multi-use or pass-by reductions were applied due to the residential nature of the development.

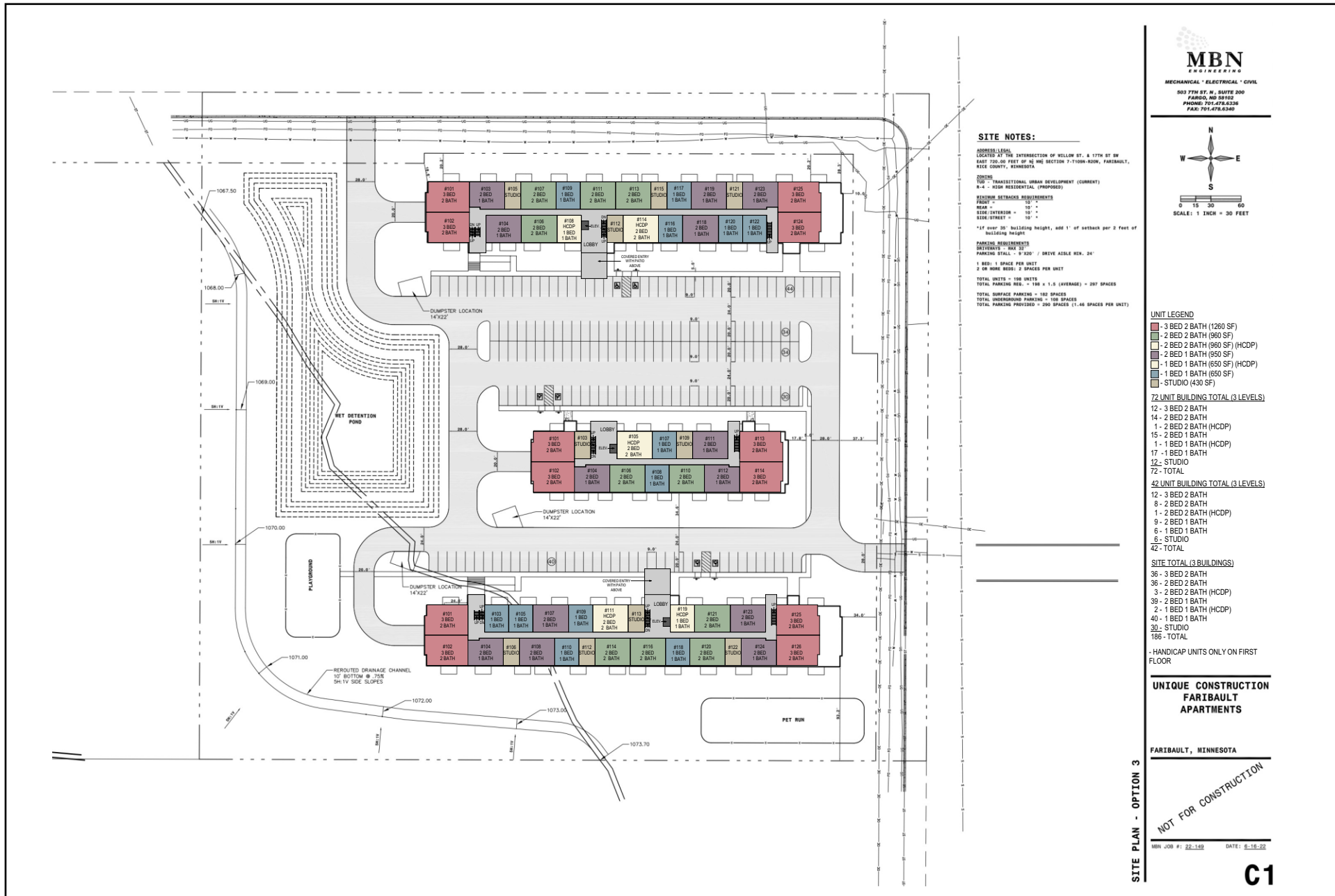


Table 5. Proposed Development Trip Generation Estimate

Land Use Type (ITE Code)	Size	A.M. Peak Hour		P.M. Peak Hour		Daily Trips
		In	Out	In	Out	
Mid-Rise Multi-family (221)	186 DU	16	53	44	29	844

Results of the trip generation estimate indicate that the proposed development is expected to generate approximately 69 a.m. peak hour, 73 p.m. peak hour, and 844 daily trips. The trips generated were distributed throughout the area based on the directional distribution shown in Figure 4, which was developed based on existing travel patterns and engineering judgement. The resultant year 2024 traffic forecasts, which include general area background growth and trips generated by the proposed development, are shown in Figure 5.

Year 2024 Build Conditions

To determine how the study intersections and site access will operate under year 2024 conditions, an intersection capacity analysis was completed using Synchro/SimTraffic software. Results of the analysis, summarized in Table 6, indicate that all study intersections are expected to continue to operate at an acceptable overall LOS A during the weekday a.m. and p.m. peak hours. Side-street delays at the study intersections are expected to increase by approximately one (1) to two (2) seconds per vehicle as area development occurs (i.e., from background growth and the proposed development), however, no queuing or delay issues are expected.

Table 6. 2024 Build Intersection Capacity Analysis

Intersection	A.M. Peak Hour		P.M. Peak Hour	
	LOS	Delay	LOS	Delay
17 th Street SW / Base Line Road ⁽²⁾	A	9 sec.	A	8 sec.
17 th Street SW / Site Access ⁽¹⁾	A/B	12 sec.	A/A	10 sec.
17 th Street SW / Willow Street ⁽¹⁾	A/C	15 sec.	A/B	11 sec.
Willow Street / Allen Path ⁽¹⁾	A/B	11 sec.	A/B	12 sec.

(1) Indicates an unsignalized intersection with side-street stop control, where the overall LOS is shown followed by the worst side-street approach LOS. The delay shown represents the worst side-street approach delay.

(2) Indicates an unsignalized intersection with an all-way stop control.

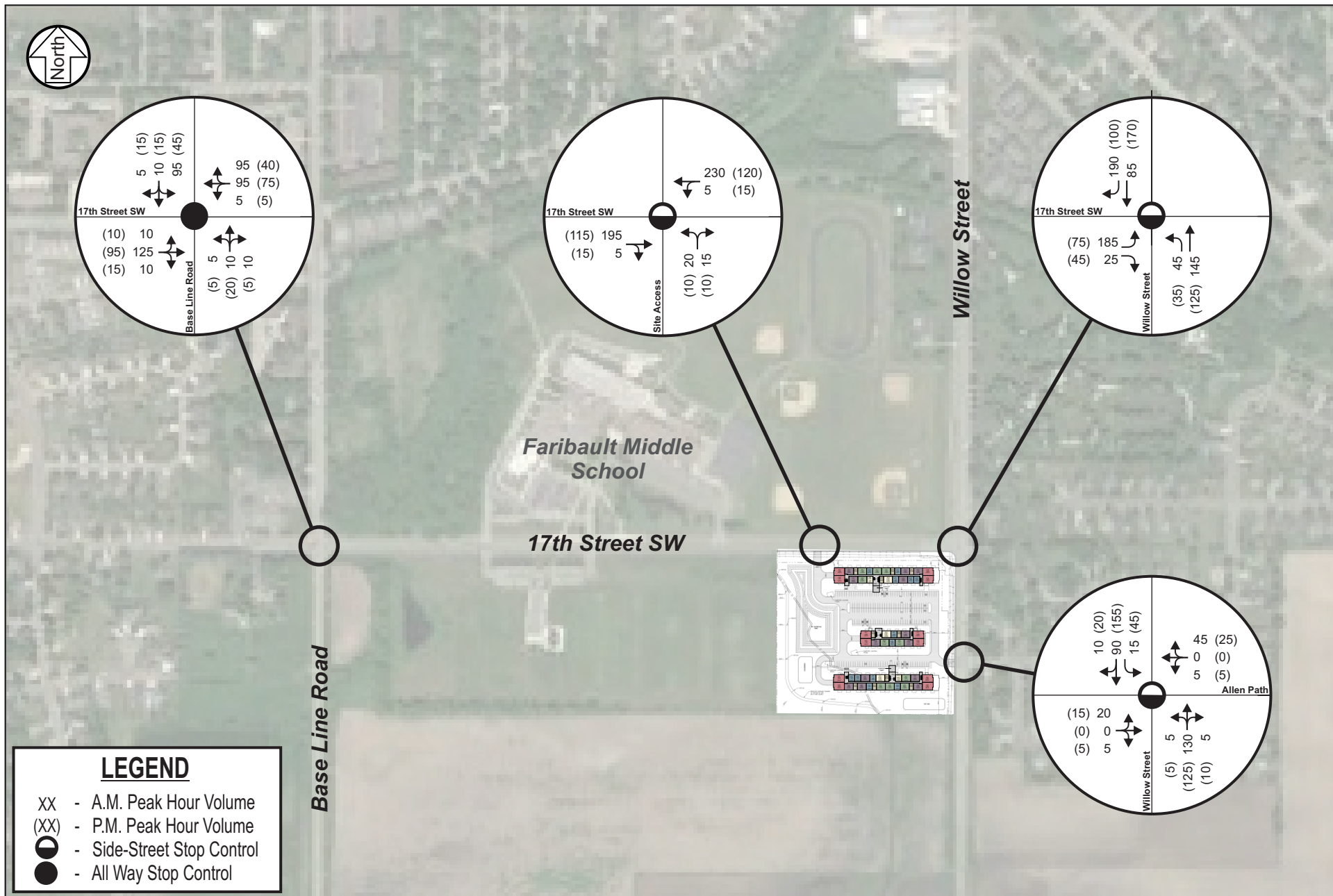
Based on the year 2024 build conditions operations analysis, no geometric or traffic control changes are needed to accommodate the proposed development from an intersection capacity perspective. While not needed from an operations perspective, a northbound left-turn lane along Willow Street could be considered at the access location at Allen Path, which would match the southbound left-turn lane currently at the intersection. Turn-lanes along 17th Street SW are not needed from a capacity perspective, however, they would provide safety benefits, if desired. Note, a detailed safety analysis was not completed as part of this study.



Directional Distribution
Faribault Apartment Traffic Study
Faribault, MN

02215927
July 2022

Figure 4



Site Plan Review

A review of the proposed site plan was completed to identify any issues and recommend potential improvements for consideration with regard to intersection access, circulation, sight distance, traffic controls, and multimodal facilities. In general, the following should be considered when designing internal traffic control and access roadways:

- Incorporate traffic controls, signing, and striping based on guidelines established in the *Manual on Uniform Traffic Control Devices* (MUTCD).
- Special consideration should be made to limit any sight distance impacts from future structures, landscaping, and signing.

A sidewalk on the south side of 17th Street SW is recommended between the mid-block pedestrian crossing at the soccer complex/Faribault Middle School and Willow Street. Additionally, a sidewalk should be provided on the west side of Willow Street between the southern end of the site and 17th Street SW. Appropriate connections to the apartment building should be considered to provide a safe connection to the sidewalk. These sidewalk connections help residents access both the school/park system, along with the greater sidewalk network within the City. Note, outside of the scope of this impact study, the City and/or County may consider further study of the intersection of Willow Street/17th Street intersection for enhanced pedestrian crossing treatments and a review of the Willow Street corridor could be considered for ways to reduce travel speeds.

Summary and Conclusions

The following study conclusions and recommendations are offered for consideration:

- 1) Results of the existing intersection capacity analysis indicate that the study intersections currently operate at an acceptable overall LOS A during the a.m. and p.m. peak hours with the existing geometric layout and traffic controls. No significant side-street delays or queuing issues were identified.
- 2) The proposed development consists of 186 multifamily residential units. Two (2) full accesses are proposed to the development. An access along 17th Street SW is expected to be spaced approximately 550 feet west of Willow Street. In addition, the development is proposed to have an access at the west approach of the Willow Street and Allen Path intersection.
- 3) The proposed development is expected to generate approximately 69 a.m. peak hour, 73 p.m. peak hour, and 844 daily trips.
- 4) Results of the year 2024 build capacity analysis indicate that all study intersections are expected to continue to operate at an overall LOS A during the a.m. and p.m. peak hours. No significant side street delays or queuing issues were identified.
- 5) No roadway changes or mitigation are anticipated to be needed to accommodate the proposed development from an intersection capacity perspective.

- a. A northbound left-lane could be considered at the access with Allen Path, opposite the existing southbound left-turn lane for consistency.
- 6) A sidewalk on the south side of 17th Street SW is recommended between the mid-block pedestrian crossing at the soccer complex/Faribault Middle School and Willow Street.
 - a. Additionally, a sidewalk should be provided on the west side of Willow Street between the southern end of the site and 17th Street SW.
- 7) Appropriate connections to the apartment building should be considered to provide a safe connection to the sidewalk.



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 23, 2022
SUBJECT: Resolution 2022-184 Approve the Preliminary Plat
and the Final Plat of FARIBAULT APARTMENTS

Background:

Faribault Apartments, LLC (the "Applicant"), in consultation with the City of Faribault (the "Owner"), requests preliminary plat approval and final plat approval of FARIBAULT APARTMENTS. Refer to the Staff report in Item 7.A. of this packet for additional information.

Recommendation:

Approve Resolution 2022-184

Attachments:

1. Resolution 2022-184 Approve the Preliminary Plat and the Final Plat of FARIBAULT APARTMENTS

CITY OF FARIBAULT

RESOLUTION #2022-184

APPROVE THE PRELIMINARY PLAT AND THE FINAL PLAT OF FARIBAULT APARTMENTS

WHEREAS, Faribault Apartments, LLC (the "Applicant"), in consultation with the City of Faribault (the "Owner"), submitted applications for preliminary plat approval and final plat approval of FARIBAULT APARTMENTS 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 continued its meeting to a future date to allow further review of the proposed plat's impact on traffic in the area; and

WHEREAS, the Planning Commission resumed its meeting on August 15, 2022. After further review of the traffic situation, the Commission recommended that the City Council deny the Applicant's preliminary plat and final plat request based on the Commission's written finding that the plats are not consistent with good traffic engineering design and public

safety considerations. More specifically, the Planning Commission found that the proposed preliminary plat and final plat would exasperate an existing dangerous traffic situation in the area; and

WHEREAS, the City Council, at its meeting on August 23, 2022, after considering the public hearing comments, the Planning Commission's recommendation, and the reports and testimony from Staff and the Applicant, determined that the Applicant's request for preliminary plat approval is appropriate 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 FARIBAULT APARTMENTS are consistent with the lot dimension requirements outlined in the City's Unified Development Ordinance for the zoning districts specified in Ordinance 2022-28.

- 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 FARIBAULT APARTMENTS is consistent with the City's Journey to 2040 Comprehensive Plan, which guides the area in the plat for planned residential neighborhood use, including high-density residential 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 FARIBAULT APARTMENTS 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 Applicant's traffic consultant prepared a professional traffic study that concludes the proposed high-density residential development associated with the plat would not cause traffic in the area to function below traffic industry standards. The City Engineer and the County Engineer do not object to the study's key findings. However, the City Engineer and the County Engineer have agreed to cooperate on a future traffic study that considers the effect of potential future development in the City's staged growth area around the CSAH 45 corridor (beyond the proposed high-density residential development). The City Engineer and County Engineer, in coordination with the proposed high-density residential development, also agreed to consider pedestrian crossing improvements on 17th Street SW and Willow Street. The proposed preliminary plat includes one curb cut on 17th Street SW and one curb cut on CSAH 45. The curb cuts are an adequate distance from the intersection of 17th Street SW and CSAH 45.

5. All submission requirements have been satisfied.

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

WHEREAS, the City Council, at its meeting on August 23, 2022, after considering the public hearing comments, the Planning Commission's recommendation, and the reports and testimony from Staff and the Applicant, determined that the Applicant's request for preliminary plat approval is appropriate 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

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 FARIBAULT APARTMENTS 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 FARIBAULT APARTMENTS 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 FARIBAULT APARTMENTS plat with Rice County.
3. The Applicant must provide cash instead of parkland dedication per the provisions of the City's Unified Development Ordinance in effect at the time the payment is due. The City may accept cash payments in phases related to the phasing of the development. No building permit shall be issued until the cash payment has been provided to the City for the proposed building permit.
4. The Applicant must address all plat-related comments described in the memo from Mark DuChene, City Engineer, dated July 29, 2022, and revised August 12, 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 23, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A: Legal Description

The East 720.00 feet of the North Quarter (N 1/4) of the Northwest Quarter (NW 1/4) of Section 7, Township 109, Range 20, Rice County, Minnesota.

[illegible]

OFFICIAL FLA 1

[illegible]

**JONES, HAUGH & SMITH
PROFESSIONAL ENGINEERS & LAND SURVEYORS**

Exhibit D: Memo to David Wanberg, City Planner, from Mark DuChene, City Engineer, dated July 29, 2022, and revised August 12, 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 **REVISED August 12, 2022**

SUBJECT: Faribault Apartments Preliminary Plat, Final Plat, Planned Unit Development & Rezoning

BACKGROUND

The City of Faribault (Owner), in conjunction with Chet Funk on behalf of Faribault Apartments, LLC, the Developer, has submitted a preliminary plat, final plat, planned unit development and rezoning applications for Faribault Apartments. The site is located in the NW ¼ of Section 7 Township 109, Range 20W whose parent parcels are a metes and bounds parcel. The site is adjacent to CSAH 45 (Albers Avenue) to the east, agricultural property to the south, parkland (Faribault Soccer Complex) to the west and 17th Street NW to the north.

The proposed subdivision is located on land that is currently zoned TUD Transitional Urban Development. It is proposed to rezone the proposed plat area to R-4 High Density Residential. The proposed improvements include the construction of phased construction of three (3) multi-story apartment buildings with onsite parking and stormwater management facilities.

There are no proposed public improvements.

The proposed development will be completed by:

Owner:	City of Faribault
Developer:	Faribault Apartments, LLC
Surveyor:	Jones Haugh Smith Engineers & Surveyors
Engineer:	MBN Engineering

PLANNED UNIT DEVELOPEMENT (PUD) & REZONING

The Developer has submitted an application to rezone the property from Transitional Urban Development (TUD) to High Density Residential (R-4) and also to establish a planned unit development overlay district. The proposed zoning request is in conformance with the City's Journey to 2040 Comprehensive Plan. The PUD is to establish deviations from the required

City code sections regarding interior setbacks for parking and drive aisles and shared access and common development amenities such as playgrounds, pet areas and stormwater management.

PLAT

Developer has submitted a preliminary and final plat for FARIBAULT APARTMENTS. The preliminary and final plat contains three (3) lots for high density residential development.

The areas within the plat include:

Lot 1, Block 1	3.70 acres	(161,452 sf)
Lot 2, Block 1	2.01 acres	(87,502 sf)
Lot 3, Block 1	3.36 acres	(146,391 sf)
ROW	1.85 acres	(80,380 sf)
Total	10.93 acres	(475,725 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 9.08 acres of land that that is undeveloped and was the site of a former single-family farmstead. The site has a rolling topography and drainage is generally split to flow to the existing non-jurisdictional channel that cuts across the southwest portion of the site which discharges to the public storm sewer system within 17th Street SW.

EASEMENTS

Existing Easements

The following easements are listed on the title commitment and should be shown on the proposed plats to determine if they have any impact on the proposed improvements or should be vacated.

- Book 150 of Deeds, Page 145 for highway easement in favor of State of Minnesota
- Book 27 of M.R., Page 576 for highway purposes in favor of Rice County
- Book 43 of M.R., Page 490 for highway purposes in favor of Rice County

Proposed Easements

The proposed plat shows perimeter drainage and utility easements as required by City code. A twenty (20) foot drainage easement is also shown to encompass the proposed realigned drainage way. Final easement location and sizes shall be subject to review and approval of the City Engineer.

STREET AND SITE LAYOUT

Due to the proposed rezoning of the plat area from TUD to R-4, the Developer hired a consulting firm to conduct a traffic study to evaluate the impacts of the proposed development on adjacent roadways and nearby intersections. Per the report of the traffic study the adjacent streets and intersections operate at an acceptable level of service in both the existing and forecasted scenarios according to industry accepted standards.

The City and Rice County have reviewed the traffic study with the Developer and have revised the plat to dedicate additional right-of-way in the northeast corner of the development to allow for the future construction of intersection improvements to the intersection of 17th Street NW and CSAH 45 when traffic conditions warrant such improvements. The City and Rice County have begun discussions on a corridor study for CSAH 45 to understand current and future traffic needs.

The proposed site layout meets the City code regarding parking space dimensions and access drive widths and provides acceptable site circulation. A detailed phasing plan shall be required as part of the building permitting process.

17th Street SW

The site is south of and adjacent to 17th Street SW a minor collector roadway. 17th Street SW is a 48-foot wide, urban roadway and is within a 130 to 140-foot right-of-way with a sidewalk on the north side. One (1) new driveway access to 17th Street SW is proposed near the northwest corner of the plat. The proposed driveway is approximately 525 ft from the intersection of CSAH 45/Willow Street and 400+ ft from the nearest driveway entrance to the Faribault Middle School on the north side of 17th Street SW. 17th Street SW should be marked "No Parking" from the 50 feet west of the proposed driveway location to the intersection of Willow Street on the south side of 17th Street SW to preserve site lines for the proposed driveway. The proposed driveway locations meet City standards for spacing. Per the traffic study a 6-foot concrete sidewalk should be constructed on the south side of 17th Street SW to connect the development internal sidewalks to the public sidewalk and trail systems and Developer shall participate in the costs of enhanced pedestrian crosswalk system on 17th Street SW.

CSAH 45 (Albers Avenue)

The site is west of and adjacent to CSAH 45 a major collector under the jurisdiction of Rice County. CSAH 45 is constructed as a 44-foot wide, two-lane urban roadway with turn lanes and is within a 100 to 125-foot right-of-way with a bituminous trail on the east side. One (1) new driveway access to CSAH 45 is proposed near the southeast corner of the plat. The proposed driveway is approximately 420 ft from the intersection of 17th Street SW and lines up with Allen Path on the east side of CSAH 45. The proposed driveway locations meet City standards for spacing; however, driveway access to CSAH 45 is subject to the review and approval of Rice County. The driveway on CSAH 45 should be shifted south to line up with Allen Path. A northbound left turn lane on CSAH 45 into the proposed development driveway across from Allen Path should be installed. Consideration as per the Rice County Highway Engineer to adding a southbound right turn lane on CSAH 45 into the proposed development driveway across from Allen Path should be considered. Per the traffic study a 6-foot concrete sidewalk should be constructed on the west side of CSAH 45 to connect the development

internal sidewalks to the public sidewalk and trail systems and Developer shall participate in the costs of enhanced pedestrian crosswalk system on CSAH 45.

PARKS, TRAILS & SIDEWALKS

Developer shall be responsible for paying cash in lieu of parkland dedication as agreed upon per the terms of the purchase and development agreement negotiated between the City and Developer. Developer should install a sidewalk connection from the internal sidewalks within the plat to connect to the public sidewalk/trail on the adjacent public streets as recommended by the traffic study and discussed in the previous section.

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 is proposed to be routed through a new on-site stormwater treatment basin and then routed to the existing channel and then to the public storm sewer system in 17th Street SW. Runoff is ultimately discharged to the 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 4.28 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 17th Street NW.

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 will be served by City water and sewer from services extended into the site from existing mains located in 17th Street SW and CSAH 45. Existing utilities have sufficient capacity to serve the proposed development.

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 or as negotiated in the purchase and development agreement between the City and Developer. There are also sanitary sewer and water area charges applicable to the plat area in the amount of \$2,500/acre related to the extension of public utilities with CSAH 45 as part of the Divine Mercy Catholic Church subdivision and CSAH 45 utility extension project per the Divine Mercy Catholic Church Subdivision Agreement recorded as Doc. No. 593831. The area charges shall be paid to Divine Mercy as negotiated in the purchase and development agreement between the City and Developer.

WETLANDS

There are no wetlands shown on the preliminary plat. A Joint Application Form for Activities Affecting Water Resources in Minnesota and wetland delineation report was submitted to the Rice County Soil and Conservation District, the legal responsible governmental unit for the City, on May 18, 2022. On July, 26, 2022 a Notice of Decision was issued by Rice County SWCD concurring with the application that no wetlands exist within the plat area.

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, Planned Unit Development & Rezoning, subject to the comments within this report and the following:

- Developer shall conform with the recommendations of the traffic study.
- Developer shall comply with any Rice County Highway Department requirements regarding improvements and access to CSAH 45.

- Developer shall provide a sidewalk connection from the internal sidewalk network to the public sidewalk/trail system and participate in the costs of enhanced pedestrian crossings at the intersection of CSAH 45 & 17th Street SW.
- 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 23, 2022
SUBJECT: Ordinance 2022-28 Rezone Property in the
FARIBAULT APARTMENTS Plat to R-4, High-
Density Residential, and PUD Overlay Zoning
District #2022-28 - First Reading

Background:

Faribault Apartments, LLC (the "Applicant"), in consultation with the City of Faribault (the "Owner"), requests approval to rezone property in the FARIBAULT APARTMENTS Plat to R-4, High-Density Residential Development, and PUD Overlay Zoning District #2022-28. Refer to the Staff report in Item 7.A. of this packet for additional information.

Recommendation:

Approve Ordinance 2022-28 on First Reading.

Attachments:

1. Ordinance 2022-28 Rezone Property in FARIBAULT APARTMENTS Plat to R-4, High-Density Residential, and PUD Overlay Zoning District 2022-28

(Above Space Reserved for Recording)

*State of Minnesota
County of Rice*

**CITY OF FARIBAULT
ORDINANCE No. 2022-28**

REZONE PROPERTY IN THE FARIBAULT APARTMENTS PLAT TO R-4, HIGH-DENSITY RESIDENTIAL, AND PUD OVERLAY ZONING DISTRICT #2022-28

WHEREAS, Faribault Apartments, LLC (the "Applicant" or the "Developer"), in consultation with the City of Faribault (the current fee owner of a parcel of land at the southwest corner of 17th Street SW and Albers Avenue/CSAH 45), requested approval to rezone the said parcel from TUD, Transitional Urban Development, to R-4, High-Density Residential, and Planned Unit Development (PUD) Overlay Zoning District #2022-28; and

WHEREAS, the Applicant intends to plat the parcel described in the first recital as FARIBAULT APARTMENTS (the "Property," legally described in Exhibit A) as approved by City Council Resolution 2022-184; and

WHEREAS, the proposed rezoning is intended to facilitate the construction of three apartment buildings with coordinated building design, parking, circulation, signage, 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, public comments included, but were not limited to, the following:

1. The proposed rezoning would exasperate an already dangerous traffic situation in the area;
2. The Property is better suited for low-density residential development like the existing development on the east side of Albers Avenue/CSAH 45; and
3. The Property should be open space, expanded park space, or parking for the existing park to the west of the Property.

WHEREAS, following the public hearing, the Planning Commission continued its meeting to a future date to allow further review of the proposed development's impact on traffic in the area; and

WHEREAS, the Planning Commission resumed its meeting on August 15, 2022. After further review of the traffic situation, the Commission recommended that the City Council deny the Applicant's rezoning request based on the Commission's written finding that the proposed rezoning is not consistent with applicable policies of the City's Land Use Plan. More specifically, the Planning Commission found that the proposed rezoning would exasperate a dangerous traffic situation and negatively affect the existing low-density residential development east of Albers Avenue/CSAH 45; and

WHEREAS, the City Council, at its meeting on August 23, 2022, after considering the public hearing comments, the Planning Commission's recommendation, and the reports and testimony from Staff and the Applicant, determined that the Applicant's rezoning request is appropriate based on 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 planned residential neighborhood use. The proposed R-4, High-Density Residential, and PUD Overlay Zoning District #2022-

28, allow residential uses consistent with the City's Land Use Plan. The Property is at the intersection of two collector roads, where it is appropriate for high-density residential uses.

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 R-4, High-Density Residential, and PUD Overlay Zoning District #2022-28 benefit the public by providing a planned and appropriate area for high-density residential that strengthens Faribault's housing stock. The City proactively marketed the Property for future housing, including high-density, multi-family residential uses to address the City's housing needs.

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 Property is in the TUD, Transitional Urban Development district, which is a holding district that allows limited uses until the Property is ready to be rezoned and developed. The City's Journey to 2040 Comprehensive Plan guides the undeveloped Property for "Planned Residential Neighborhood," which can include high-density residential uses. The existing collector roads that serve the Property can accommodate the proposed residential use. Albers Avenue/CSAH 45 would adequately separate the proposed high-density residential development from the low-density development to the east.

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 existing TUD, Transitional Urban Development district, serves as a holding district until the Property is ready to be developed or rezoned. The City's Journey to 2040 Comprehensive Plan guides the Property for "Planned Residential Neighborhood" - it does not envision leaving the Property undeveloped. The proposed high-

density residential use would be a reasonable use of the Property, given its location at the intersection of two collector roads.

- 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 City marketed the Property, in part, to promote additional housing development in Faribault. The Applicant's rezoning request responds to the City's need for additional multi-family residential development.

WHEREAS, the City Council also found that the establishment of PUD Overlay Zoning District #2022-28 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 #2022-28 provides for the construction of market-rate apartments that will help meet the community's housing needs.

- 2. Objective: Innovation in land development techniques that may be more suitable for a given parcel than traditional approaches.**

Finding: PUD Overlay Zoning District #2022-28 provides an integrated development that allows coordinated parking, circulation, signage, and amenities, benefitting the development's residents 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 #2022-28 coordinates architectural styles and building forms in a manner that is compatible with the interrelated uses in the district and the surrounding neighborhood.

WHEREAS, the Planning Commission recommended denial of PUD Overlay Zoning District #2022-28 based on the Commission's written finding that the proposed development schedule does not ensure a logical development of the site and that it does not protect the development's residents and the public. More specifically, the Planning Commission found that the proposed PUD Overlay Zoning District was premature in that no detailed plans have been prepared or implemented to address existing and anticipated traffic concerns in the area; and

WHEREAS, the City Council, at its meeting on August 23, 2022, after considering the public hearing comments, the Planning Commission's recommendation, and the reports and testimony from Staff and the Applicant, determined that the Applicant's Development Plan for PUD Overlay Zoning District #2022-28 is appropriate based on the following findings as required by Section 2-180 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 maintain control of the Property, including 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 Applicant's traffic consultant prepared a professional traffic study that concludes the proposed high-density residential development would not cause traffic in the area to function below traffic industry standards. The City Engineer and the County Engineer do not object to the study's key findings. However, the City Engineer and the County Engineer have agreed to cooperate on a future traffic study that considers the effect of potential future development in the City's staged growth area around the CSAH 45 corridor (beyond the

proposed high-density residential development). The City Engineer and County Engineer, in coordination with the proposed high-density residential development, also agreed to consider pedestrian crossing improvements on 17th Street SW and Willow Street.

Finding 3: A sufficient amount of useable open space is provided.

Expanded Finding 3: The Development Plan provides adequate open space with a pet area and playground.

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 apartment buildings face north and south. The Property is separated from the adjacent low-density residential neighborhood to the east by a 100-foot right-of-way and a proposed landscape buffer, which provides adequate separation between the proposed and existing developments.

Finding 5: The architectural design of the project is compatible with the surrounding area.

Expanded Finding 5: The architectural design related to the Development Plan is consistent with the City's Unified Development Ordinance and compatible with the surrounding uses. The proposed apartment building height would not exceed three stories and would provide a landscape buffer at the periphery of the development.

Finding 6: The project will not place a burden on existing municipal infrastructure, including utility and drainage systems.

Expanded Finding 6: The proposed development would not significantly affect public infrastructure. The proposed development's stormwater management system would comply with all applicable regulations. Adequate municipal sewer and water services are available to serve the Property.

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 constructing the north building during Phase 1 of the development. The Applicant proposes developing the central and south buildings in subsequent phases based on the community's housing demand.

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 Property for "Planned Residential Neighborhood," which may include high-density residential uses. There is a strong demand for housing, including market-rate apartments, in Faribault. Because the Property is at the intersection of two collector roads, the proposed high-density residential development is appropriate; and

WHEREAS, the City Council conducted the first reading of this ordinance on August 23, 2022, and the second reading of this ordinance on _____.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1. Findings and incorporation of recitals and exhibits. Where applicable, the recitals and exhibits incorporated into this ordinance constitute the written findings of the City Council, all of which protect the public's health, safety, and welfare.

Section 2. Rezoning the Property to R-4, High-Density Residential, and PUD Overlay Zoning District #2022-28. The Property legally described in Exhibit A is rezoned to R-4, High-Density Residential, and PUD Overlay Zoning District #2022-28, which provides as follows:

PUD Overlay Zoning District #2022-28

A. Intent. The intent of the PUD Overlay Zoning District #2022-28 is as follows:

1. Facilitate the development of multi-family housing that helps address the community's needs for housing.

2. Integrate the development's housing and open space to strengthen the relationship between the proposed apartment buildings and contribute to a strong neighborhood.
3. Coordinate parking, circulation, stormwater management, signage, architecture, open space/recreation, and other related features in the district.
4. Provide for the efficient provision of public utilities and services.
5. Facilitate the development of a vacant and underutilized parcel at the intersection of two collector roads suitable for multi-family development.

B. Underlying District. The R-4, High-Density Residential Zoning District, underlies the PUD Overlay Zoning District #2022-28 as approved by this ordinance.

C. Permitted Uses. The following shall be permitted uses in the PUD Overlay Zoning District #2022-28:

1. All uses permitted in the underlying R-4, High-Density Residential Zoning District; and
2. Other uses, which this ordinance does not specifically list, 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 #2022-28.

D. Conditional Uses. The following shall be conditional uses in the PUD Overlay Zoning District #2022-28:

1. All conditional uses in the R-4, High-Density Residential Zoning District; and
2. Other uses, which this ordinance does not specifically list, but for which the City's Development Review Committee has determined that the uses are consistent with the intent of conditional uses in the PUD Overlay Zoning District #2022-28.

- E. Accessory Uses and Standards.** Accessory uses in the PUD Overlay Zoning District #2022-28 must be consistent with the accessory uses and standards specified in the City's Unified Development Ordinance for the underlying R-4, High-Density Residential 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 #2022-28.
- F. Setback Requirements for Principal Buildings.** Setbacks for principal buildings from the periphery lot lines must be consistent with the setbacks requirements of the underlying R-4, High-Density Residential Zoning District, unless approved otherwise by the City Council through the City's variance process.
- G. Principal Building Height.** The height of principal buildings in PUD Overlay Zoning District #2022-28 shall be consistent with the height requirements of principal buildings in the underlying R-4, High-Density Residential Zoning District.
- H. Density.** The density of housing in PUD Overlay Zoning District #2022-28 must be consistent with the City's Unified Development Ordinance related to the underlying R-4, High-Density Residential District, and the density bonus allowed through the provisions of the PUD for the proposed playground and pet area amenities.
- I. Architecture.** The architectural design of structures in the PUD Overlay Zoning District #2022-28 must be consistent with the provisions of the City's Unified Development Ordinance. The architecture must be 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.
- J. Access, Parking, and Circulation.** Access, parking, and circulation associated with PUD Overlay Zoning District #2022-28 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 road, trail, and sidewalk 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. 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.
3. The development must establish a shared parking and cross-access agreement, approved by the City Attorney, between the platted lots in the development.
4. Any required parking space rendered unusable by snow storage, materials, equipment, or other means, must be promptly remedied and the required parking spaces returned to a usable condition.
5. The development must provide accessible parking spaces at a ratio consistent with the Americans with Disabilities Act and the Minnesota Accessibility Code for the uses in the PUD Overlay Zoning District #2022-28.
6. Underground or covered parking is encouraged in the district. The City's Development Review Committee may approve such parking, at its discretion, through the site plan approval process outlined in the City's Unified Development Ordinance.
7. Electric vehicle charging stations are encouraged in the district. The City's Development Review Committee may approve such charging stations, at its discretion, through the site plan approval process outlined in the City's Unified Development Ordinance.
8. Pedestrian walks must be consistent with the Americans with Disabilities Act and the Minnesota Accessibility Code. The City's Development Review Committee may require and approve pedestrian walks, at its discretion, through the site

plan approval process outlined in the City's Unified Development Ordinance.

- K. Landscaping and Screening.** At a minimum, landscaping and screening in the PUD Overlay Zoning District #2022-28 must be consistent with the applicable standards of the City's Unified Development Ordinance. The City's Development Review Committee may require additional landscaping at its discretion to provide a sufficient landscape buffer between the development and surrounding uses.
- L. Open Space.** The PUD Overlay Zoning District #2022-28 must provide open space substantially similar to that shown in the Development Plan included in Exhibit B.
- M. Lighting.** Exterior lighting in PUD Overlay Zoning District #2022-28 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 #2022-28 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 specified in Chapter 9, Article 1, and Section 9-120 Residential Districts of 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 #2022-28 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 Developer and the City.

O. Phasing. The Developer may phase the development per the provisions of the City's Unified Development Ordinance and as follows:

1. The Developer must enter into a Development Agreement with the City that specifies the terms and conditions of the development's phasing.
2. The Developer intends to install the site infrastructure and construct the north building in 2022-2023. Development related to the central and south buildings may occur as market conditions permit. Unless waived by the City's Development Review Committee, the Developer must construct the playground and pet area before the City will issue a certificate of occupancy for the second building.
3. The Developer must provide complete perimeter landscaping adjacent to Albers Avenue/CSAH 45 before the City will issue a certificate of occupancy for the north building in the development.
4. If significant delays in the development of PUD Overlay Zoning District #2022-28 occur, the City's Development Review Committee may require that the Developer amend the PUD through appropriate means to address applicable conditions and regulations.

P. Other Required Standards. Development in PUD Overlay Zoning District #2022-28 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 #2022-28. Development in PUD Overlay Zoning District #2022-28 must conform with the approved Development Plan shown in Exhibit B or as amended per 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 #2022-28. If required by the City's Development Review Committee, deviation from the approved Development Plan requires 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 #2022-28, the Developer and City must enter into a Development Agreement 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 #2022-28. The Development Plan for PUD Overlay Zoning District #2022-28 as shown in Exhibit B, is hereby approved as follows:

1. Approval of the Development Plan authorizes the Developer to proceed with requesting Site Plan approval from the City's Development Review Committee for the proposed development.
2. The Development Review Committee, at its discretion, may allow deviations and refinements to the Development Plan shown in Exhibit B provided the deviations and refinements further the intent of this ordinance.
3. 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 FARIBAULT APARTMENTS plat and related documents with Rice County. If the Developer does not record the plat and related documents within one year of the City Council's approval of this ordinance, the ordinance shall automatically be null and void

Public Hearing: August 1, 2022

First Reading: August 23, 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 #2022-28**

Lots 1-3, Block 1, FARIBAULT APARTMENTS



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community and Economic Development Director
MEETING DATE: August 23, 2022
SUBJECT: Resolution 2022-180 Approving a Conditional Use Permit to Move a Previously Occupied House to 310 Lind Street

Background:

Chris Bakken applicant on behalf of Wayd Ferris, property owner, seeks approval of an application for a Conditional Use Permit to move a previously occupied house onto the lot at 310 Lind Street. The owner plans to demolish the existing house on 310 Lind Street and replace it on site. The existing house was constructed in 1915 and is reportedly in poor condition. The house being moved to the property is a newer, 914 square foot, ranch-style house. The applicant plans on constructing a full basement, updating the roof and siding on the house and on the existing garage to match the new house, as well as updating the interior of the home.

The Development Review Committee (DRC) at its meeting of August 2, 2022 reviewed this application and recommended approval subject to conditions listed in the draft resolution for this request. The DRC felt that the home was compatible with other homes in the neighborhood. DRC comments related to trees on the site, driveway width reduction after the new home is installed, and the garage should be re-sided and roofed to match the new home.

At its meeting of August 15, 2022, the Planning Commission, after proper notice, held a public hearing regarding this application. An adjoining owner testified that some of the trees in the rear yard of the subject site appear to be old and may be in danger of falling. The property owner indicated that the trees would be trimmed or removed if necessary to address that concern. There were no objections received during the public

hearing on this matter. The Planning Commission agreed with the DRC comments and recommendations, and by unanimous vote, approved findings in support of the Conditional Use Permit and is recommending approval of the application as requested subject to proposed conditions of approval listed in the draft resolution.

Recommendation:

Adopt Resolution 2022-180 approving a conditional use permit to move a previously occupied home to 310 Lind Street.

Attachments:

1. Resolution 2022-180 Approving a Conditional Use Permit to Move a Previously Occupied House to 310 Lind StreetMove at 310 Lind St
2. 2022.08.15 Planning Commission Staff Report 310 Lind CUP

[Reserved for Recorder's Stamp]

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-180

APPROVING A CONDITIONAL USE PERMIT TO MOVE A PREVIOUSLY OCCUPIED HOUSE TO 310 LIND STREET

WHEREAS, Chris Bakken, applicant on behalf of Wayd and Erin Ferris, property owners has requested approval of a conditional use permit (CUP) to move a previously occupied home of 939 square foot to replace an existing house at 310 Lind St. in the R-3 Medium Density Residential District. The property is legally described as follows:

Lot 8, Block 4, E H Loyhed's Addition, City of Faribault,
County of Rice, State of Minnesota

WHEREAS, City staff has completed a review of the application and made a report to Planning Commission pertaining to said request a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission, on the 15th day of August, 2022 following proper notice, held a public hearing regarding the request, and following said public hearing recommended approval of the request; and

WHEREAS, the City Council, on the 23rd day of August, 2022, at a public meeting considered the request; and

WHEREAS, based upon said report, hearing, and recommendation, the City Council hereby finds that approving the conditional use permit amendment should be approved based on the following findings:

- 1. The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience or general welfare.**

Finding: The proposed house will be placed on the subject parcel in accordance with all applicable zoning codes and development regulations.

- 2. The conditional use will not be injurious to the use and enjoyment of other property in the vicinity and will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**

Finding: There is already an existing house on the property, however due to its poor condition, it may become an issue in the future. Moving a newer house would prevent address that concern.

- 3. The conditional use will be designed, constructed, operated, and maintained in a manner that is compatible in appearance with the existing or intended character of the surrounding area.**

Finding: The new house is comparable in size to many of the other homes in the neighborhood, and aesthetically fits in.

- 4. The conditional use will not impose hazards or disturbing influences on neighboring properties.**

Finding: The house is compatible with others in the neighborhood.

- 5. The conditional use will not substantially diminish the value of neighboring properties.**

Finding: The subject house is compatible in design, and appearance with the surrounding housing and will not diminish the value of neighboring properties.

- 6. The site is served adequately by essential public facilities and services, including utilities, access roads, drainage, police and fire protection, and schools or will be served adequately as a result of improvements proposed as part of the conditional use.**

Finding: The subject house will be replacing an additional house. There will be no new demand for public facilities and services.

- 7. Development and operation of the conditional use will not create excessive additional requirements at public cost for facilities and services and will not be detrimental to the economic welfare of the community.**

Finding: No new services will have to be extended or added to adequately serve the parcel.

8. Adequate measures have been or will be taken to minimize traffic congestion in the public streets and to provide for adequate on-site circulation of traffic.

Finding: The subject garage will be placed on the site in accordance with zoning code standards. It will not have any effect on existing traffic and circulation.

9. The conditional use will not result in the destruction, loss or damage of a natural, scenic, or historic feature of major importance to the community.

Finding: The subject site is an occupied residential lot that has no features of major importance to the community.

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

Finding: The City's Land Use Plan guides the subject parcel for medium-density residential. The City's Unified Development Ordinance allows house moves with a CUP in the R-3, Single Family Residential District.

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

Finding: There is a house on the subject property that is to be demolished prior to the subject house being moved there. The house move as planned meets the requirements of the Unified Development Ordinance.

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 set forth in this Resolution and the Exhibits attached hereto are incorporated into and made a part of this Resolution.

Section 2. Approval of the Conditional Use Permit. A conditional use permit to allow a 1080 square foot residential garage at 310 Lind Street according to the site plan attached as Exhibit A is hereby approved subject to conditions as set forth in Section 3 of this resolution.

Said approval is based on the forgoing recitals, which are incorporated herein by reference, and constitute the findings of the City Council in accordance with Section 2-300 of the City of Faribault, Unified Development Ordinance.

Section 3. Conditions of Approval Specific to the Proposed Development. A conditional use permit is hereby approved subject to conditions listed herein as authorized under Section 2-310 of the City of Faribault Unified Development Ordinance that are deemed necessary to mitigate adverse impacts associated with the conditional use, to protect neighboring properties, and to achieve the objectives identified in the ordinance as follows:

1. The garage and house must be re-sided and re-roofed to match each other.
2. Any area of the site that is disturbed by demolition or construction must be restored with top soil and grass or paved if part of the driveway.
3. If one or both trees in the front yard are removed to make way for the new home on site, they must be replaced in accordance with Sec. 4-120 of the Unified Development Ordinance.
4. The new basement must have at least one egress window.
5. The property owner shall be responsible for maintaining the trees on site in a safe condition and shall trim or remove them as needed.

Section 4. Additional Conditions of Approval. This conditional use permit includes the following additional conditions:

1. Failure of the City to act on a violation of a condition, covenant, or term of this permit is not a waiver of such condition, covenant, or term, or any subsequent violation of the same or any other condition, covenant, or term.
2. The City may inspect the property at all reasonable times to ensure compliance with the conditions of this permit.
3. This permit is subject to the City's code requirements. The Owner must comply with all applicable federal, state, and local laws, rules, and ordinances and obtain other permissions and permits as may be required.
4. The violation of any terms or conditions of this permit, including but not limited to any applicable federal, state, or local laws, rules, regulations, and ordinances, may result in revocation of the permit. The City must give the Owner written notice of any violation and reasonable time, as determined by the City, to cure the violation before the permit revocation.

5. This permit and its conditions are binding on the parties and their successors and assigns. This permit runs with the property and does not affect the subsequent sale, lease, or change from current ownership. The Owner's obligations under this permit shall also be the obligations of any subsequent owners or assigns of the property.
6. Use of the property as allowed by this permit signifies the agreement of the permit's terms and conditions without qualification, limitation, or reservation.

Section 5. Compliance. The City Council authorizes the Mayor, City Administrator, City Staff, and the City Attorney to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

Section 6. Effective Date. This resolution shall become effective immediately upon its passage and without publication.

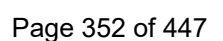
Date Adopted: August 23, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator





Report to the Planning Commission

TO: Planning Commission
FROM: Peter Waldock, AICP Planning Coordinator
MEETING DATE: August 15, 2022
SUBJECT: CUP Application for moving an existing house to 310 Lind St.

BACKGROUND / PROJECT SUMMARY

Chris Bakken seeks to demolish an existing house on 310 Lind St. and move an existing home to the site. The existing house was constructed in 1915 and is reportedly in poor condition. The house being moved to the property is a newer, 914 square foot, ranch-style house. The applicant plans on updating the roof and siding on the existing garage to match the new house, as well as updating the interior of the home, and adding a new basement.

Discussion / Review:

- Comprehensive Plan. The comprehensive plan guides the property of Established Residential Neighborhood Use. The proposed use fits with that use.
- Zoning District. The property is zoned R-3 Medium Density Residential. A single-family house is allowed by right, but moving an existing house requires a Conditional Use Permit to assure the home is compatible architecturally and in scale to neighboring homes.
- Parking Requirements. The UDO requires a minimum of a 1-stall garage and 2 parking spaces for a single-family home. The property already meets these requirements. The garage is about 564 SF in area which is smaller than the house being moved to the site as required by the UDO.
- Setbacks. The building setback requirements are 10' from the side and rear and 25' from the front. It appears that the proposed location of the house is just over 25 feet from the front property line and 10 feet six inches from the side property line. The rendering shows a vestibule on the front (south wall) of the house. The vestibule is allowed to encroach into the required yard setback by up to 4'. The plan has been revised to meet this section of the UDO.
- Building Design. The new building has gray vinyl siding and what appears to be a shingle roof. The garage will be updated to match accordingly. The

applicants plan to relocate a door from the driveway side of the building to the rear of the house to avoid encroachment into the driveway area. The house will have a full basement. Code requires an egress window which is planned for the rear wall of the basement.

Comments:

The Development Review Committee (DRC) discussed the application in this case at its meeting on August 2, 2022. The DRC recommended conditional approval of the CUP with the following comments:

1. Plans need to be provided for the basement, and it'll need an egress.
2. It appears that a door on the home will need to be relocated from so as not to encroach into the driveway.
3. The new home is wider than the current home and will reduce the driveway width to about 15' due to the retaining wall on the east side of drive.

Recommendations.

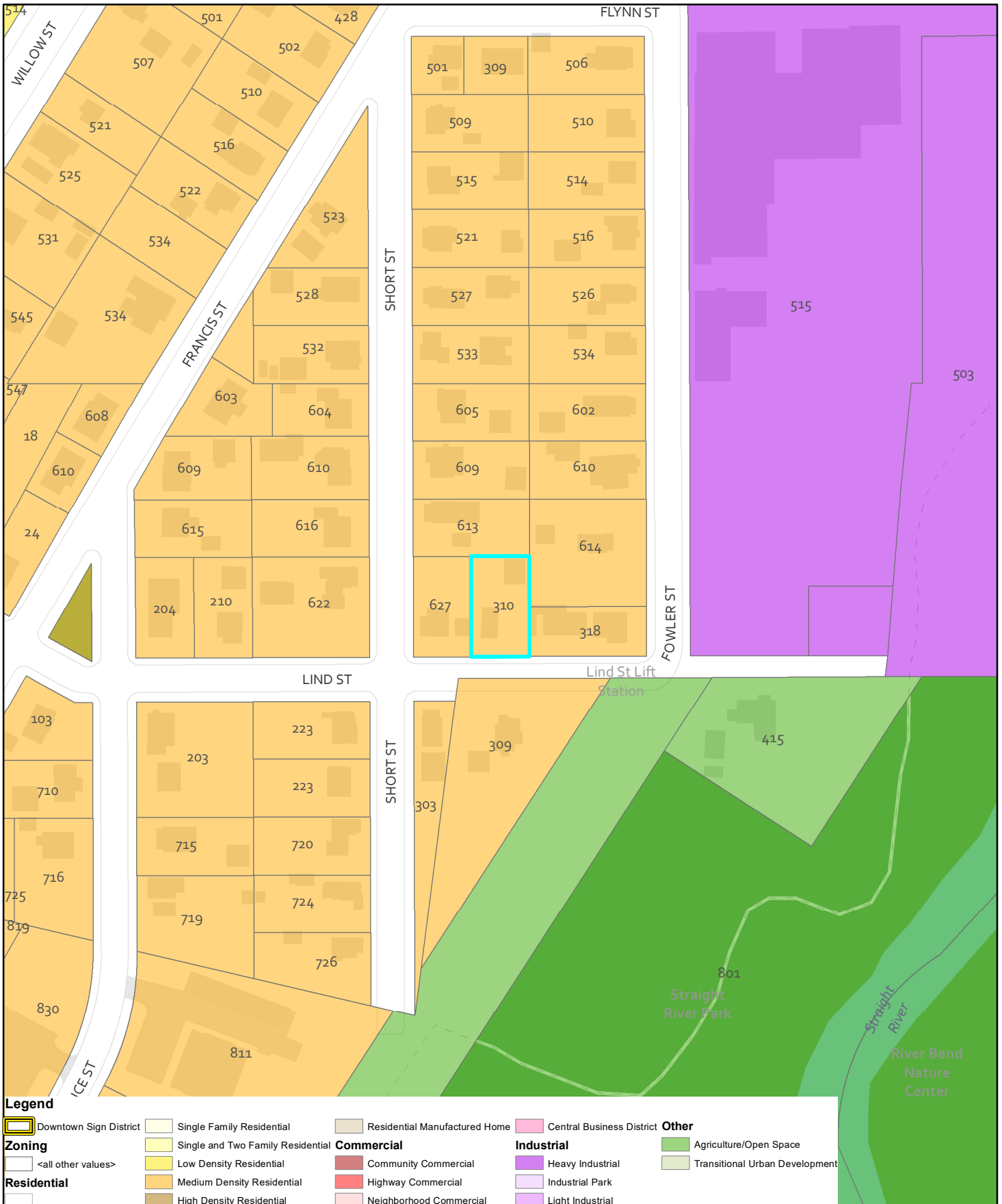
Staff recommends approval of a Conditional Use Permit for moving an existing house onto the lot, with the following condition:

1. The vestibule on the south wall of the house, may encroach no more than 4' into the require front yard setback per Sec. 6-120 of the UDO.
2. Garage and home must be re-sided and re-roofed with matching siding and roofing materials.
3. Any area of the site disturbed by demolition or construction must be restored with top soil and grass or paved if part of the driveway.

Attachments:

- Maps and Plans
- Applications

310 Lind Street



310 Lind Street



Legend
Downtown Sign District

- LEGEND**
- CAST IRON MONUMENT FOUND
 - ⊙ IRON MONUMENT FOUND
 - ⊕ IRON PIPE MONUMENT SET
 - WOOD HUB SET
 - 281.26 EXISTING SPOT ELEVATION
 - DENOTES DRAINAGE ARROW
 - (281.26) DENOTES PROPOSED ELEVATION
 - 777.00 DENOTES AS-BUILT ELEVATION
 - ~ DENOTES PROPOSED CONTOUR
 - ⊗ FIRE HYDRANT
 - ▨ CATCH BASIN
 - SANITARY MANHOLE
 - SUMP CLEANOUT
 - ... SATELITE DISH

LEGAL DESCRIPTION:
Lot 8, Block 4, E H LOYHED
ADDITION, according to plat
thereof, on file and of record in
the Office of the Rice County
Recorder.

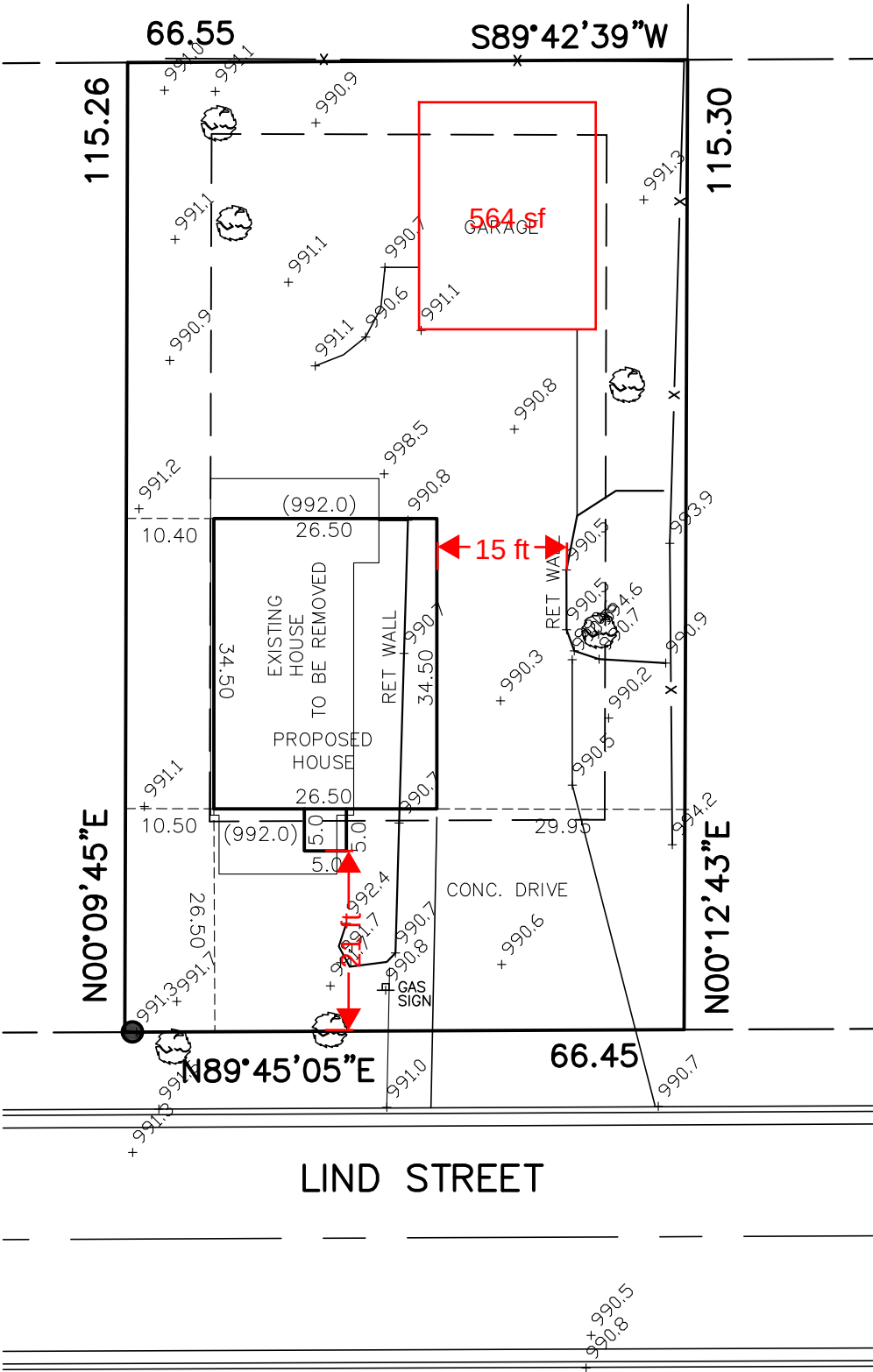
Surveyor :
PTS Land Services, Inc.
PO Box 839
Faribault, MN 55021
Phone: 507-291-1137
Fax: 507-334-9472
www.ptsland.com

PROPOSED ELEVATIONS:
TOP OF BLOCK=992.5
GARAGE FLOOR=EXISTING TO REMAIN
LOWEST FLOOR=984.83
*BASED ON AN 8' BASEMENT WALL

SET BACK REQUIREMENTS:
25' FRONT BUILDING TO ROW
10' REAR BUILDING TO PROP LINE
10' SIDE BUILDING TO PROP LINE

- NOTES:**
- EXISTING HOME TO BE REMOVED.
 - SEE BUILDING PLANS FOR
ARCHITECTURAL DIMENSIONS.
CONTRACTOR SHALL VERIFY
DIMENSION & EXTENT OF BLDG PAD
SOILS CORRECTION, IF ANY.
 - DRIVEWAY WIDTH IS APPROXIMATE.

CERTIFICATE OF SURVEY FOR: CHRIS BAKKEN
SITE PLAN
310 LIND STREET, FARIBAULT, MN 55021



PLOT DATE: 06-19-2022

REV. NO.	DATE	BY	CHK	DESCRIPTION
1	7-27-22	TSP	TSP	ADD VESTIBULE



I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Timothy S. Peterson

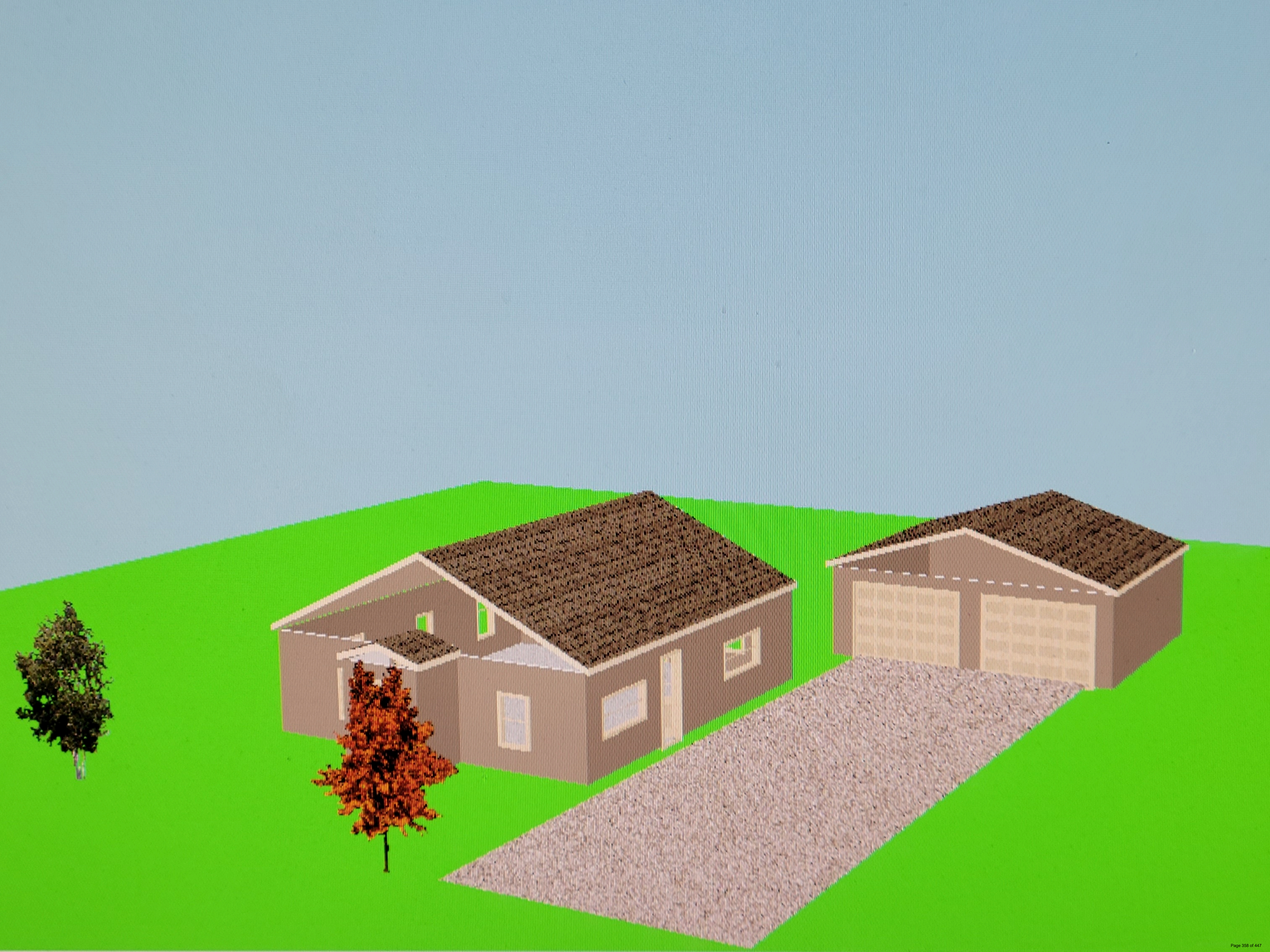
NAME Timothy S. Peterson LICENSE NO. 45332 DATE 06-19-2022

DESIGNED
TSP
DRAWN
TSP
CHECKED
TSP

PTS LAND SERVICES, INC.
COMPLETE LAND SURVEYING SERVICES

SITE PLAN FOR: LOT 8, BLOCK 4
E H LOYHED ADDITION,
310 LIND STREET, FARIBAULT, MN

SHEET
1
OF
1





North Side



South Street side



East side



West side



Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community and Economic Development Director
MEETING DATE: August 23, 2022
SUBJECT: Resolution 2022-181 Approving a Conditional Use Permit to Allow a 1012 Square Foot Residential Garage at 610 4th Avenue SW

Background:

Jonathan Finnesgard, has applied for a Conditional Use Permit (CUP) for an allowed increase in the size of the garage at his home at 610 4th Avenue SW. He seeks to add a 22-foot by 22-foot addition to his detached garage. The garage currently has access from the street in front. The garage addition will have a driveway from the alley behind the house. With the addition, the garage will be 1,012 square feet, which is allowed with approval of a CUP. The application will meet all ordinance requirements as proposed.

The Development Review Committee (DRC) reviewed the application at its meeting of August 2, 2022. The DRC is recommending approval in this case, with the comment that confirmation of property boundaries will be needed. The garage addition will need to have siding and roofing materials that match or are compatible with the style and color of the existing garage and the house.

At its meeting of August 15, 2022, after proper notice, the Planning Commission held a public hearing regarding this application. No one from the public was in attendance to speak about this case. The City did not receive any comments before or after the public hearing regarding this matter. The Planning Commission agreed with the DRC recommendation, and voted unanimously to approve findings in support of the requested Conditional Use Permit. The Planning Commission recommends City Council approve this application according to the findings and subject to the proposed conditions of approval as listed in the draft resolution.

Recommendation:

Adopt Resolution 2022-181 approving a Conditional Use Permit for a 1012 Square Foot garage at 610 4th Avenue SW

Attachments:

1. Resolution 2022-181 Conditional Use Permit for 1012 SF Garage at 610 4th Ave SW
2. 2022.08.15 Planning Commission Report 610 4th Ave SW CUP

[Reserved for County Recorder's stamp]

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION 2022-181

APPROVING A CONDITIONAL USE PERMIT TO ALLOW A 1012 SQUARE FOOT RESIDENTIAL GARAGE AT 610 4TH AVENUE SW

WHEREAS, Jonathan Finnesgard (Owner) is requesting approval of a Conditional Use Permit (CUP) to allow a proposed 484 square foot (22' x 22') addition to an existing 528 square foot (22' x 24') garage for a total garage area when completed of 1012 square feet, at 610 4th Ave. NW (hereinafter referred to as "the subject property") legally described in Exhibit A; and

WHEREAS, the underlying zoning the subject property is in the R-2, Low Density Residential District; and

WHEREAS, the maximum allowed permitted residential accessory structure size is 864 square feet; and

WHEREAS, a residential accessory structure is permitted to be 25% larger than 864 square feet (1,080 square feet) with a Conditional Use Permit; and

WHEREAS, City Staff has completed a review of the application and made a report to the Planning Commission pertaining to said request, a copy of which has been presented to the City Council; and

WHEREAS, the Planning Commission, on the 15^h day of August, 2022, following proper notice, held a public hearing regarding the request, and

following said public hearing made findings and recommended that the City Council approve the request; and

WHEREAS, following said public hearing, the Planning Commission recommended conditional approval of the requested Conditional Use Permit based on the following findings as required by Section 2-300 of the City's Unified Development Ordinance:

1. The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience or general welfare.

Finding: The proposed garage addition will be placed on the subject parcel in accordance with all applicable zoning codes and development regulations.

2. The conditional use will not be injurious to the use and enjoyment of other property in the vicinity and will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

Finding: The garage proposed with this application, will be of similar architectural style to the home on the lot. The garage design is residential in nature and will fit with other uses on adjoining lots.

3. The conditional use will be designed, constructed, operated, and maintained in a manner that is compatible in appearance with the existing or intended character of the surrounding area.

Finding: The subject garage is compatible in design, and architectural appearance with the principal structure on the site.

4. The conditional use will not impose hazards or disturbing influences on neighboring properties.

Finding: The garage is compatible with others in the neighborhood.

5. The conditional use will not substantially diminish the value of neighboring properties.

Finding: The subject garage is compatible in design, and appearance with the surrounding housing and will not diminish the value of neighboring properties.

- 6. The site is served adequately by essential public facilities and services, including utilities, access roads, drainage, police and fire protection, and schools or will be served adequately as a result of improvements proposed as part of the conditional use.**

Finding: Public sewer and water are not required for this garage, but the site has access to roads, proper drainage, and will not increase demand for schools, police and fire protection services.

- 7. Development and operation of the conditional use will not create excessive additional requirements at public cost for facilities and services and will not be detrimental to the economic welfare of the community.**

Finding: No new services will have to be extended or added to adequately serve the parcel.

- 8. Adequate measures have been or will be taken to minimize traffic congestion in the public streets and to provide for adequate on-site circulation of traffic.**

Finding: The subject garage will be placed on the site in accordance with zoning code standards. It will not have any effect on existing traffic and circulation.

- 9. The conditional use will not result in the destruction, loss or damage of a natural, scenic, or historic feature of major importance to the community.**

Finding: The subject site is an occupied residential lot that has no features of major importance to the community.

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

Finding: The City's Land Use Plan guides the subject parcel for low-density residential. The City's Unified Development Ordinance allows garages of 1,080 square feet in area with CUP in the R-2, Low Density Residential District.

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

Finding: The subject garage is previously existing. The expansion as planned meets all requirements of the Unified Development Ordinance.

WHEREAS, the City Council at a public meeting, on the 23rd day of August, 2022, considered the request, the report to the Planning Commission, and the results of the public hearing, and concurred with all 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 FARIBAULT, MINNESOTA AS FOLLOWS:

Section 1. Incorporation of Recitals and Exhibits. The recitals set forth in this Resolution and the Exhibits attached hereto are incorporated into and made a part of this Resolution.

Section 2. Approval of the Conditional Use Permit. A conditional use permit to allow a 1,012 square foot residential garage in an R-2, Low Density Residential District at 610 4th Ave. SW in substantial accordance with the site plan attached as Exhibit B, is hereby approved subject to conditions as set forth in Section 3 of this resolution. Said approval is based on the forgoing recitals, which are incorporated herein by reference, and constitute the findings of the City Council in accordance with Section 2-300 of the City of Faribault, Unified Development Ordinance.

Section 3. Conditions of Approval Specific to the Proposed Development. A conditional use permit is hereby approved subject to conditions listed herein as authorized under Section 2-310 of the City of Faribault Unified Development Ordinance that are deemed necessary to mitigate adverse impacts associated with the conditional use, to protect neighboring properties, and to achieve the objectives identified in the ordinance as follows:

1. The second driveway leading from the garage to the alley must be built in compliance with City codes.
2. The exterior building materials, and colors must be similar to and compatible with house.
3. No more than 30% of the garage shall be used in conjunction with a home occupation.
4. In addition to the garage expansion approved by this resolution, no more than one additional accessory structure (shed) shall be permitted on site and it shall be limited to no more than 120 square feet in floor area.
5. All construction of the garage approved with this conditional use permit,

shall be completed within one year of the date of this resolution.

Section 4. Additional Conditions of Approval. This conditional use permit includes the following additional conditions:

1. Failure of the City to act on a violation of a condition, covenant, or term of this permit is not a waiver of such condition, covenant, or term, or any subsequent violation of the same or any other condition, covenant, or term.
2. The City may inspect the property at all reasonable times to ensure compliance with the conditions of this permit.
3. This permit is subject to the City's code requirements. The Owner must comply with all applicable federal, state, and local laws, rules, and ordinances and obtain other permissions and permits as may be required.
4. The violation of any terms or conditions of this permit, including but not limited to any applicable federal, state, or local laws, rules, regulations, and ordinances, may result in revocation of the permit. The City must give the Owner written notice of any violation and reasonable time, as determined by the City, to cure the violation before the permit revocation.
5. This permit and its conditions are binding on the parties and their successors and assigns. This permit runs with the property and does not affect the subsequent sale, lease, or change from current ownership. The Owner's obligations under this permit shall also be the obligations of any subsequent owners or assigns of the property.
6. Use of the property as allowed by this permit signifies the agreement of the permit's terms and conditions without qualification, limitation, or reservation.

Section 5. Compliance. The City Council authorizes the Mayor, City Administrator, City Staff, and the City Attorney to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

Section 6. Effective Date. This resolution shall become effective immediately upon its passage and without publication.

Date Adopted: August 23, 2022

Faribault City Council

Kevin R. Voracek, Mayor

ATTEST:

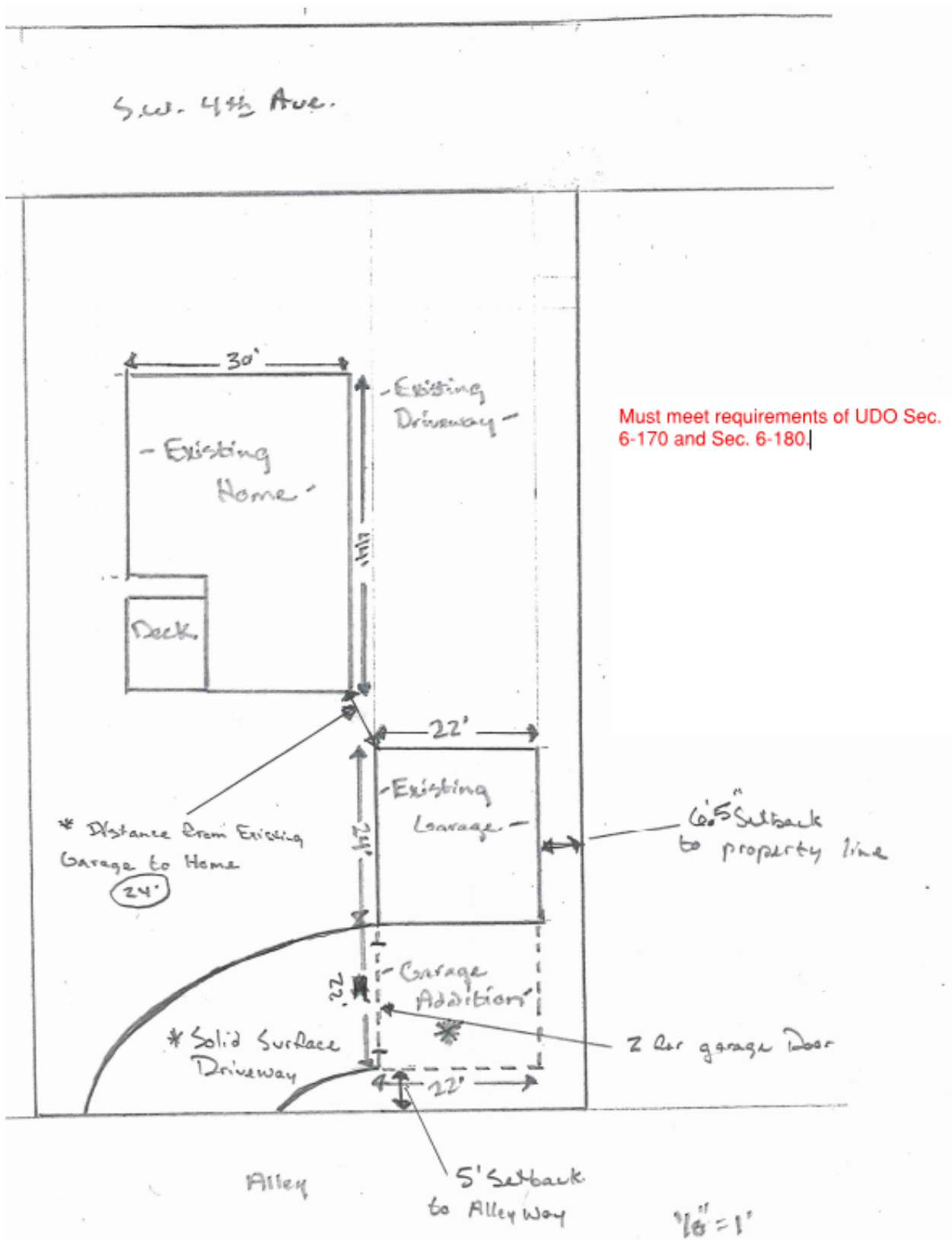
Timothy C. Murray, City Administrator

Exhibit A

Legal Description

The South ½ of Lot 2, and all of Lot 3, all in Block 3,
in Highland Park, Faribault, Rice County, Minnesota

**Exhibit B
Site Plan**





Report to the Planning Commission

TO: Planning Commission
FROM: Peter Waldock, AICP Planning Coordinator
THROUGH: Deanna Kuennen, Community and Economic Development Director
MEETING DATE: August 15, 2022
SUBJECT: CUP Application for a 1012 SF garage at 610 4th Avenue SW

BACKGROUND / PROJECT SUMMARY

Jonathan Finnesgard seeks to add a 22 by 22 square foot addition to his detached garage at 610 4th Avenue SW. He also seeks to add a second driveway from the garage to the alley behind the house. With the addition, the garage will be 1,012 square feet, which will require a CUP. The garage currently has access from the street in front. Access to the garage addition will be from the alley. The addition is designed to access from north and will not access directly to and from the alley.

Discussion / Review:

- Comprehensive Plan. The comprehensive plan guides the property of Established Residential Neighborhood Use. The proposed use fits with that use.
- Zoning District. The property is zoned R-2 Low Density Residential. The proposed garage is 1,012 square feet, which is allowed in an R-2 Low Density Residential district with a Conditional Use Permit.
- Setbacks. The building setback requirements are 10 feet from other structures and 5 feet from the side and rear property lines. Garage entrance must be setback 20 feet from the alley or the garage must be turned so that access is parallel to the alley and not directly onto the alley. The proposal is compliant according to the site plan. The owner has not submitted a certificate of survey. They will need to confirm that the garage addition is five feet from the property line and not measured from the edge of the alley surface.
- Building Design. The UDO requires the garage and home to be architecturally compatible. The garage will be re-sided and reroofed so that the addition will match the existing garage and have a seamless expansion.
- Accessory Structure Requirements. Accessory structures must be subordinate to the principal building. The garage after the building addition must not be larger than the foot print of the home. In this case the house has a foot print of about 1200 SF and the garage will be 1012 SF. The garage will need to be architecturally compatible

with the house. The color of the roof and the siding should be the same.

Comments.

The Development Review Committee (DRC) reviewed the application and attachments at its meeting on August 2, 2022. The DRC had no major concerns and the following comment:

1. Confirm that the garage extension will meet setback requirements.
2. Garage addition must have matching siding and roofing materials to the existing garage. The Garage and House must have matching or complimentary siding and roofing materials.

Recommendations.

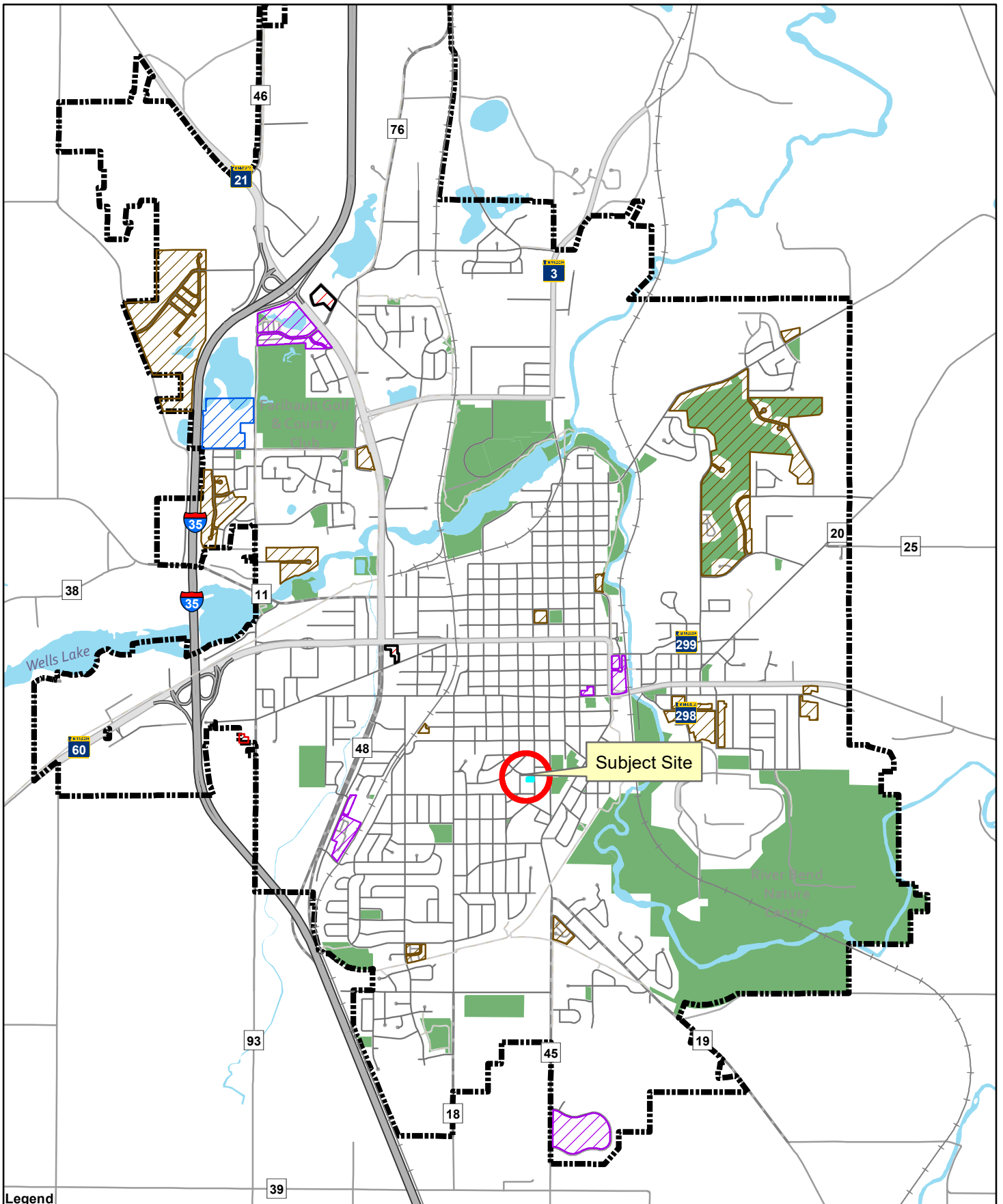
Staff recommends approval of a Conditional Use Permit for an application with the following conditions:

1. The garage addition matches the siding and roofing materials of the existing garage.
2. The second driveway must be paved in accordance with the UDO.
3. The applicants must confirm the setbacks are met by providing a Certificate of survey or locating and marking the survey corner pins along the west property line.

Attachments:

- Maps and Plans
- Applications

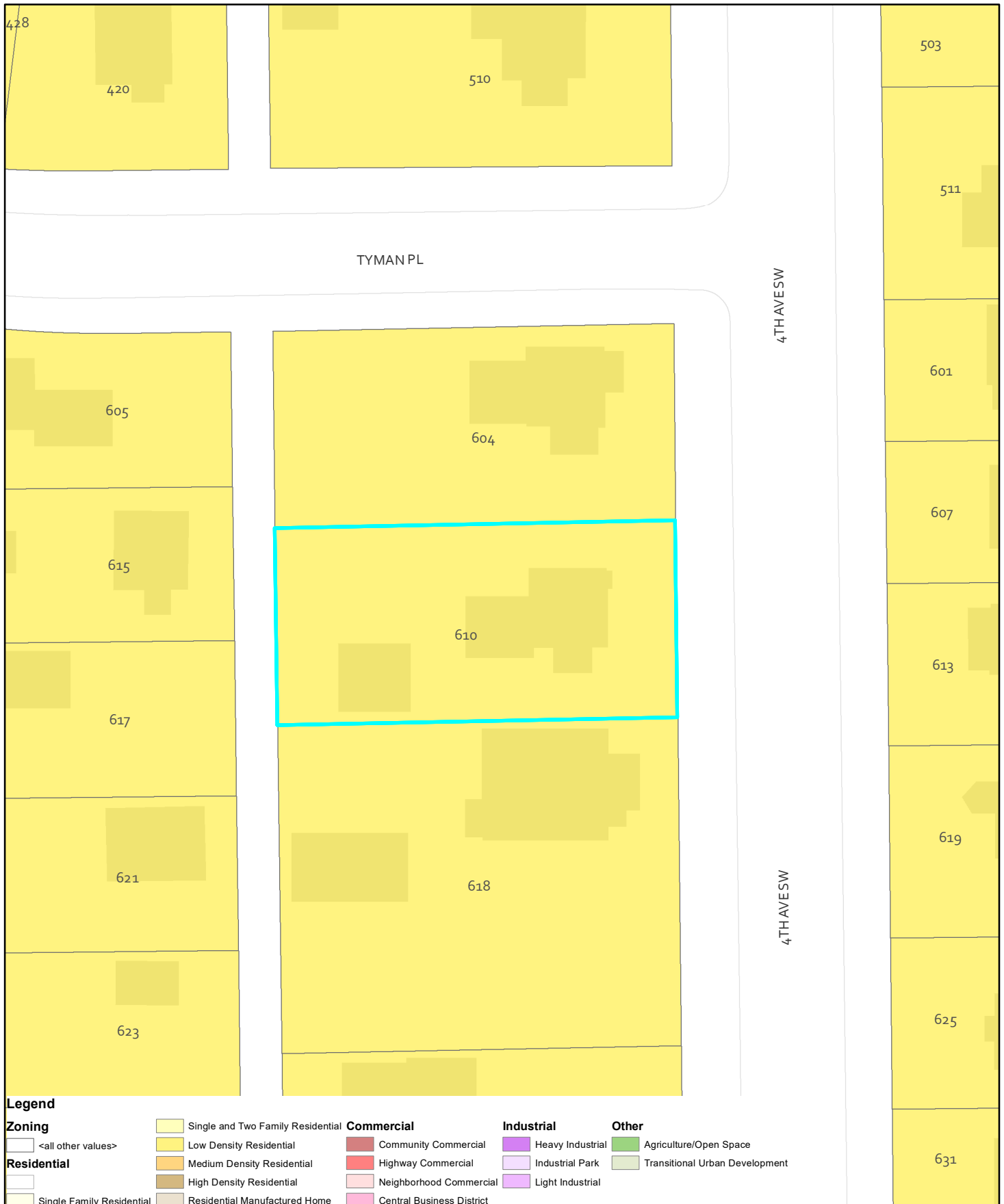
610 4th Ave SW CUP Application



610 4th Ave SW Comp Plan Map



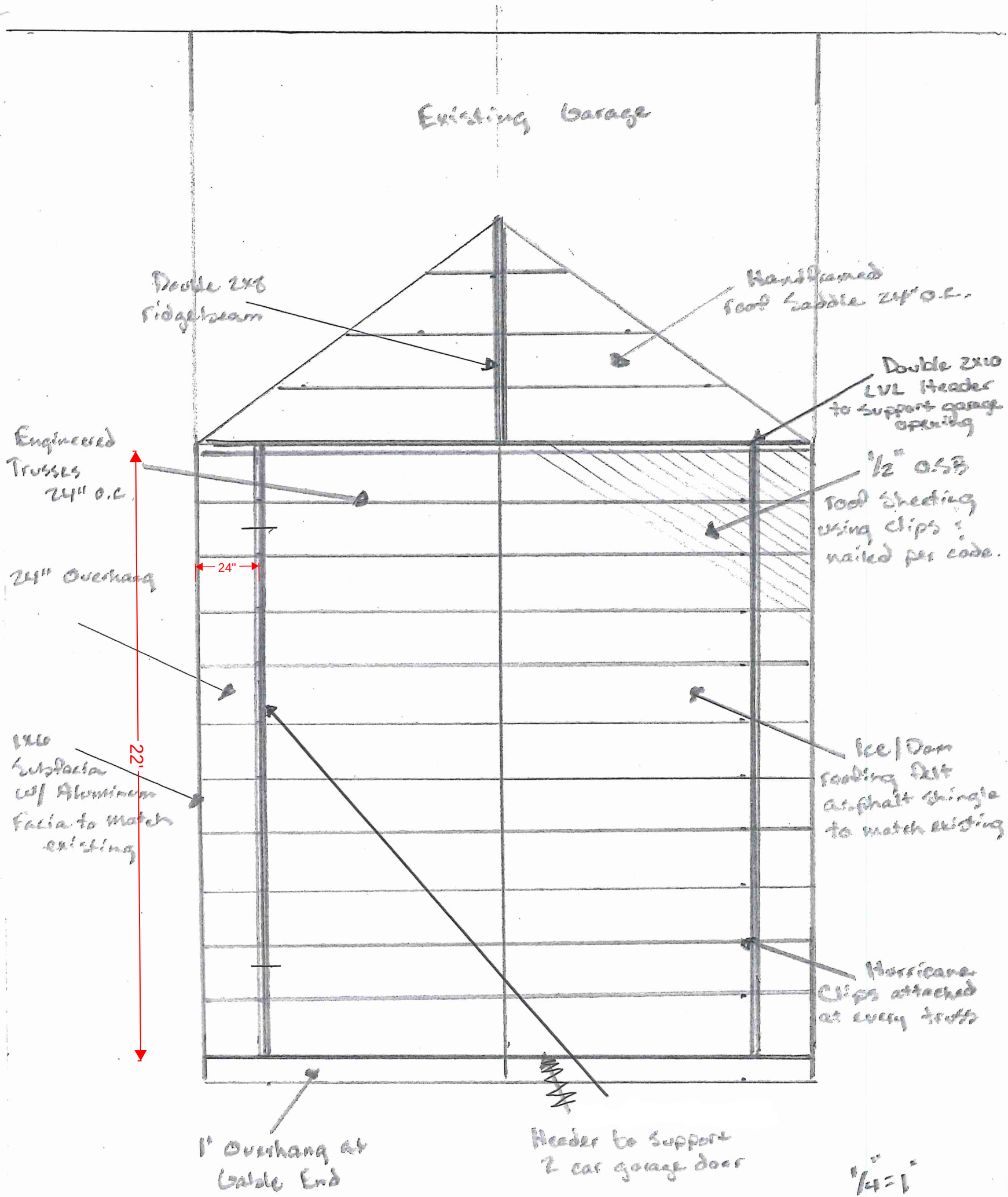
610 4th Ave SW CUP Application



610 4th Ave SW CUP Application



Garage Addition
610 4th Ave. S.W.
Roof Detail



$\frac{1}{4} = 1$

Att. Jash
* Jon Finnesgard
610 4th Ave. S.W.
* Dave Repp Surveyor

Garage Addition
660 4th Ave. S.W.
- SITE PLAN -

S.W. 4th Ave.

This Plan Can Not
be Approved
without a CUP

Planning & Zoning
Review By

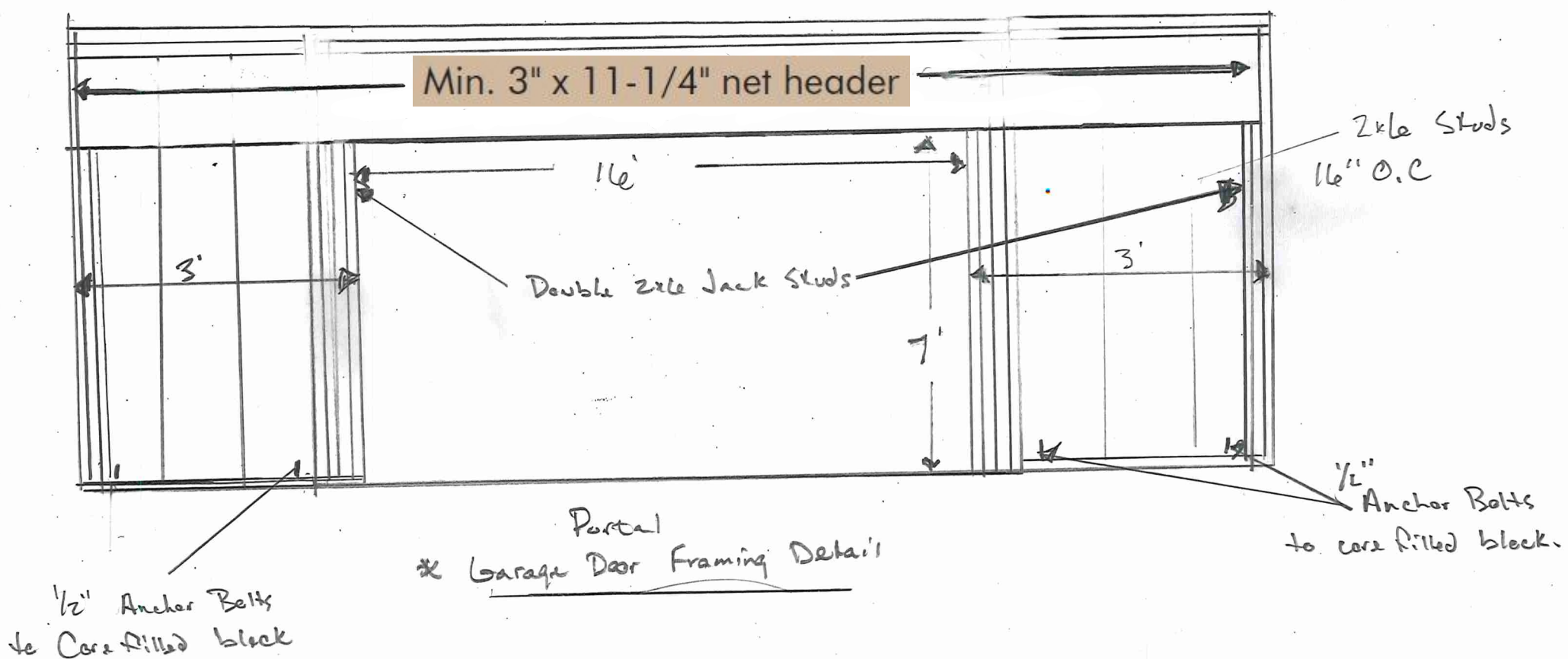
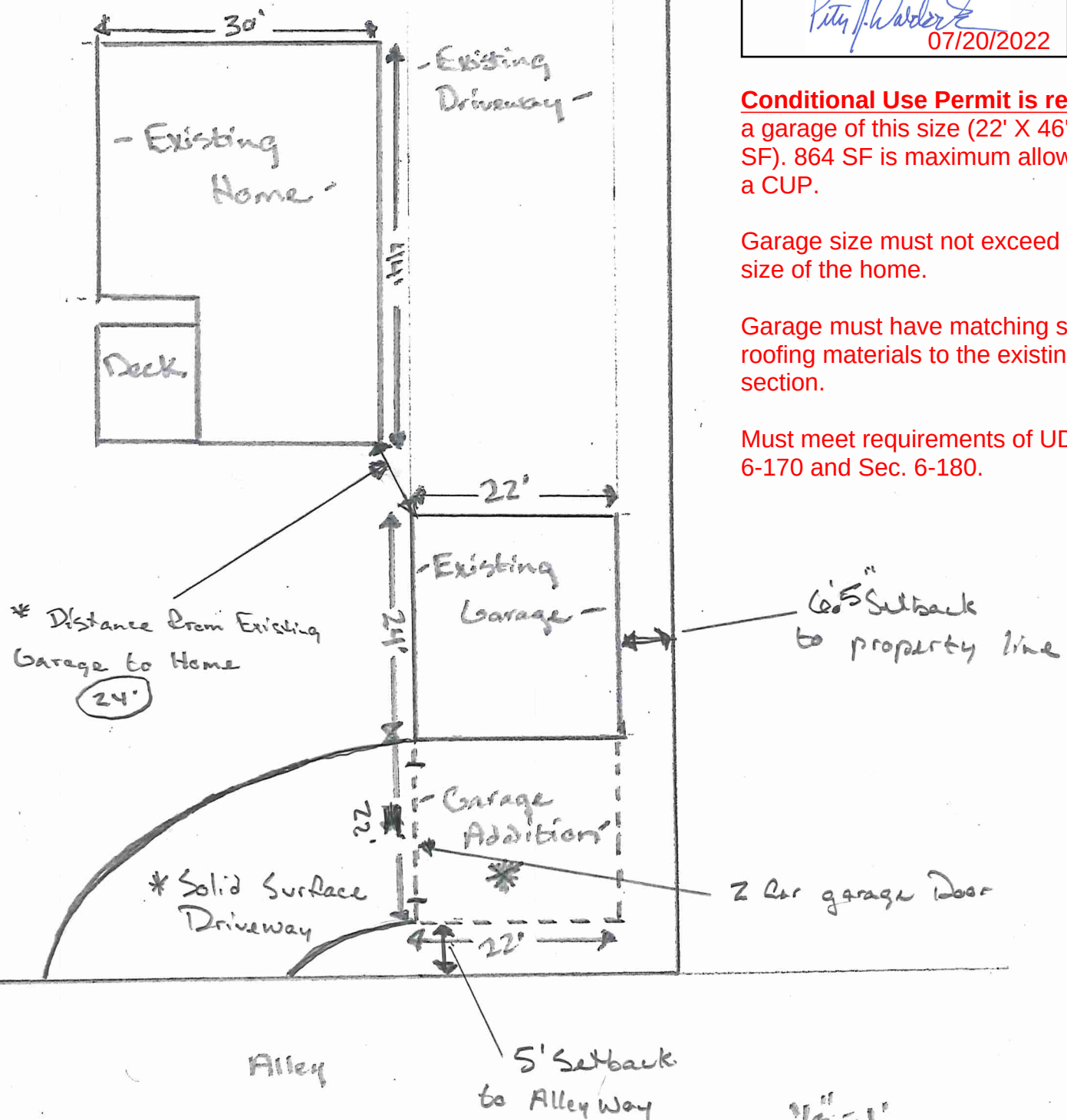
Patty J. Warden
07/20/2022

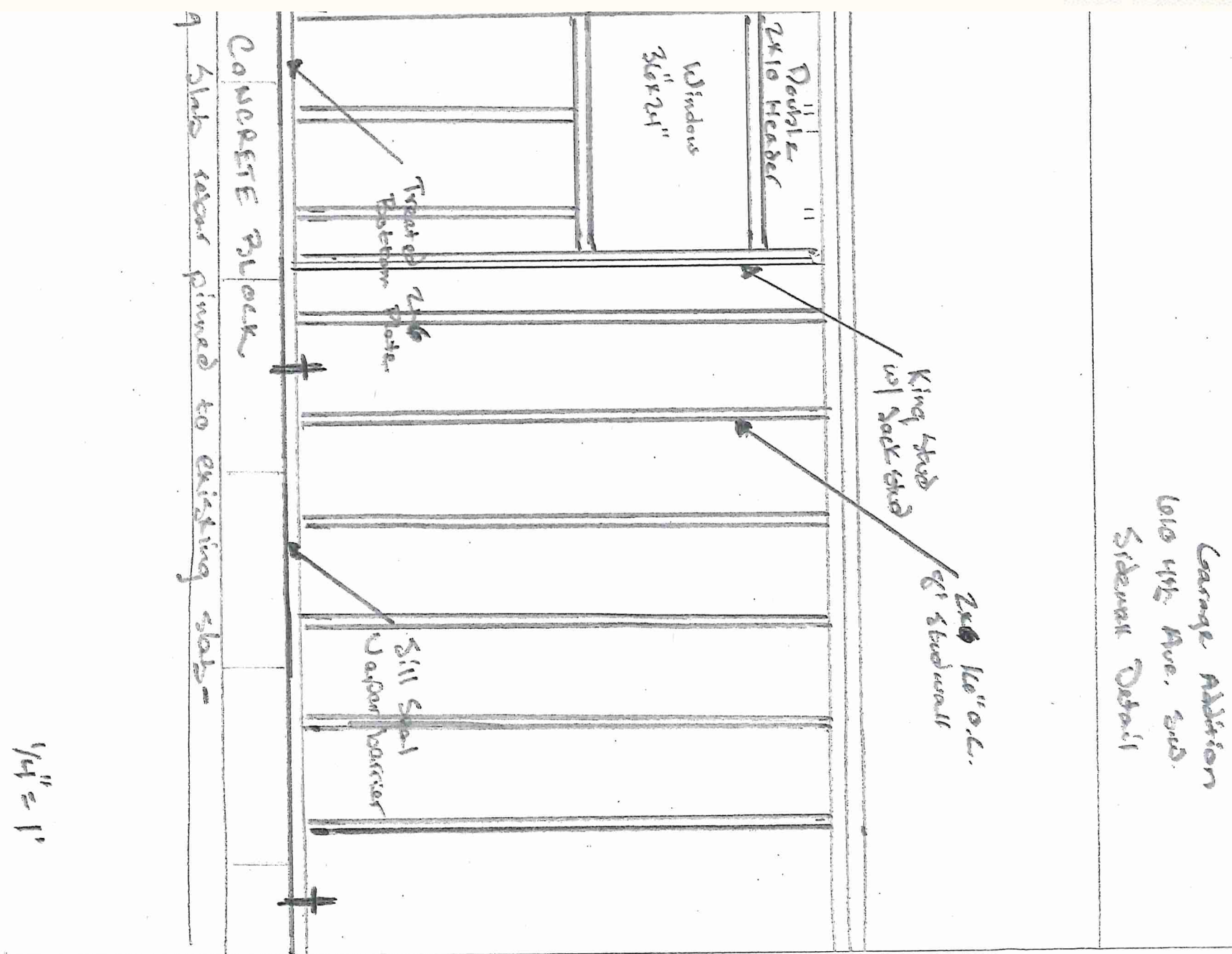
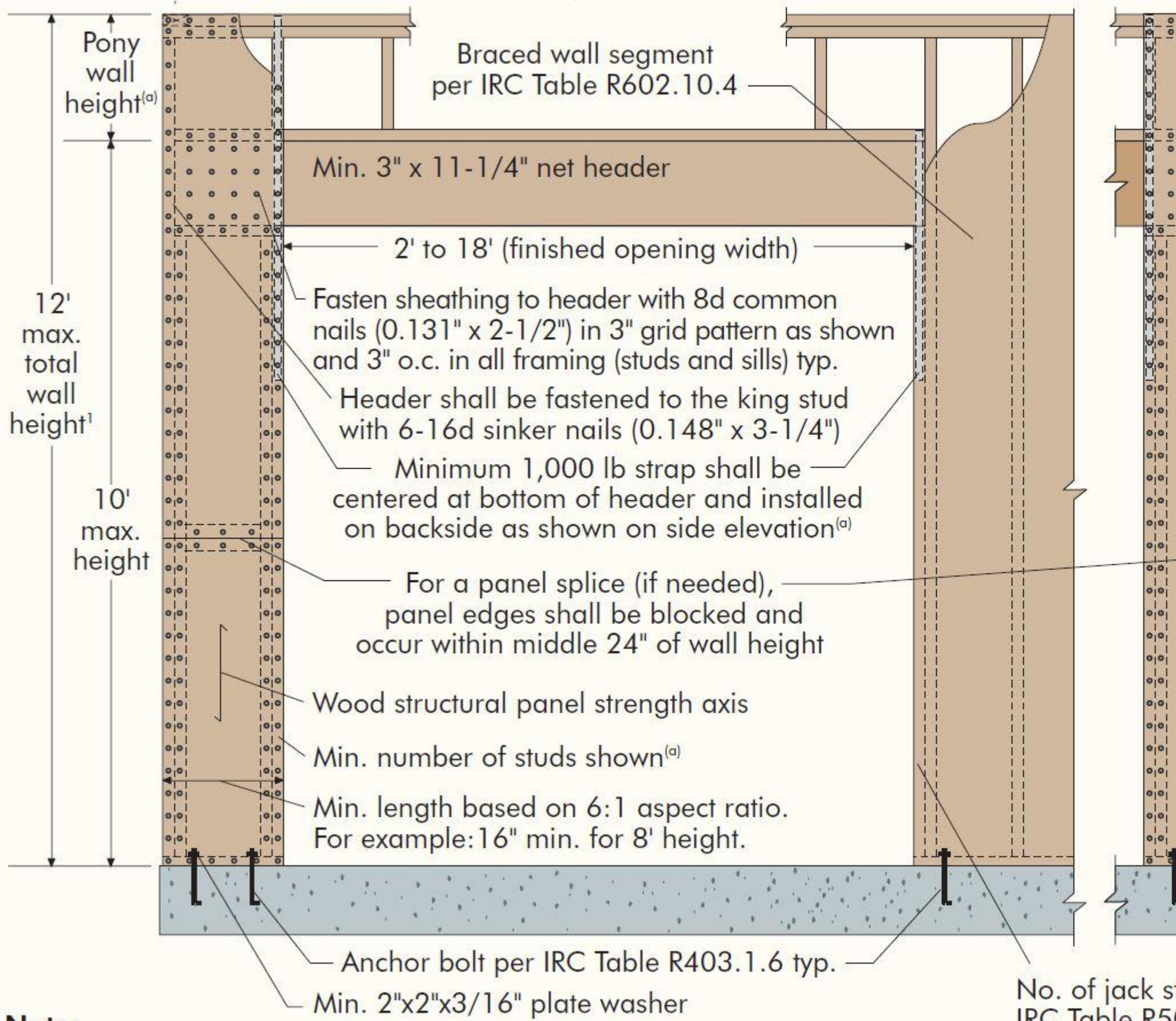
Conditional Use Permit is required for
a garage of this size (22' X 46' = 1012
SF). 864 SF is maximum allowed without
a CUP.

Garage size must not exceed footprint
size of the home.

Garage must have matching siding and
roofing materials to the existing garage
section.

Must meet requirements of UDO Sec.
6-170 and Sec. 6-180.







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 23, 2022
SUBJECT: Ordinance 2022-27 Rezone Property in the
MIDWEST FIRST SUBDIVISION Plat to include PUD
Overlay Zoning District #2022-27 - Second
Reading

Background:

On August 10, 2022, the City Council approved the first reading of Ordinance 2022-27, which rezones the property in the MIDWEST FIRST SUBDIVISION Plat to include PUD Overlay Zoning District #2022-27. No substantive changes have been made to the ordinance since its first reading.

Recommendation:

Approve Ordinance 2022-27 on second reading.

Attachments:

1. Ordinance 2022-27 Rezone Property in the MIDWEST FIRST SUBDIVISION to include PUD Overlay Zoning District #2022-27

(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
PUD OVERLAY ZONING DISTRICT #2022-27**

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 development's residents 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 Property's layout 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 Property's residents 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 August 23, 2022; 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. The proposed standalone multi-family residential use allowed by Resolution 2022-172;
2. All conditional uses in the C-2, Highway Commercial Zoning District; 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 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. 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 has 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 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 require site plan refinements and 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: August 23, 2022

Published: August 30, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

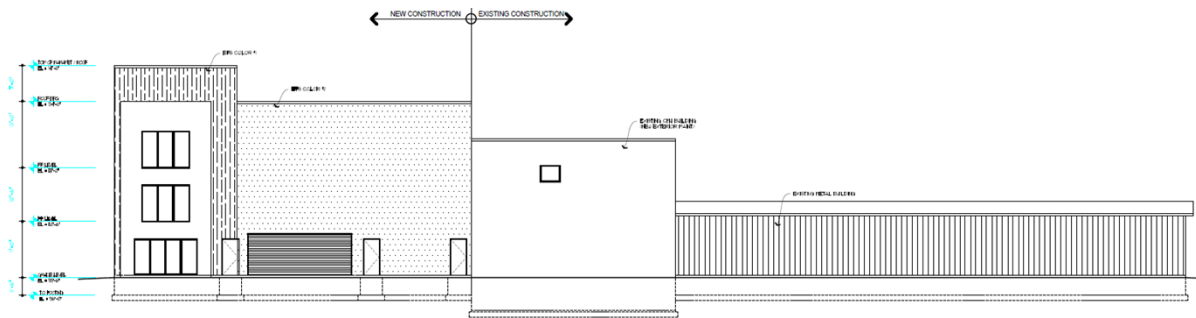
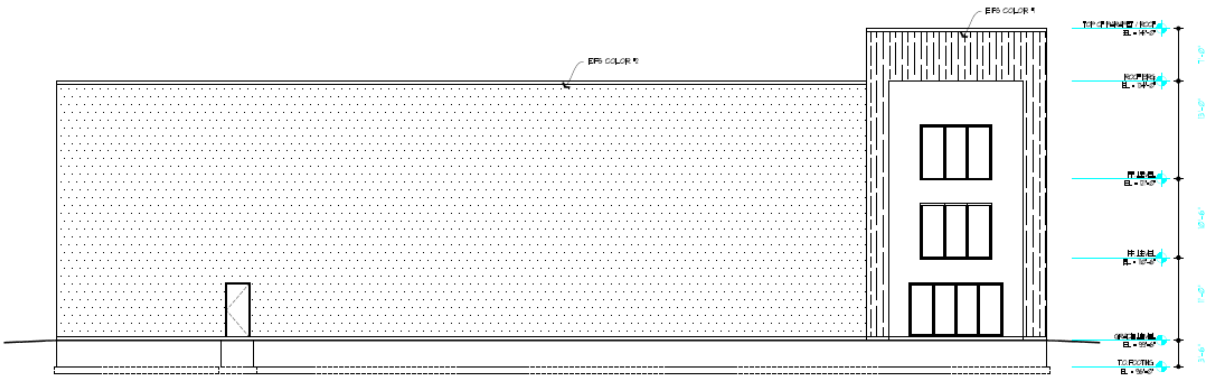
**EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY IN PUD OVERLAY
ZONING DISTRICT #2022-27**

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 23, 2022
SUBJECT: Approve Summary Publication of Ordinance 2022-27

Background:

Ordinance 2022-27 will take effect on the date of its publication in the City's official newspaper. Instead of publishing the full ordinance, the 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 2022-27.

Recommendation:

Approve the summary publication of Ordinance 2022-27.

Attachments:

1. Ordinance 2022-27 Summary Publication

Summary Publication

CITY OF FARIBAULT ORDINANCE No. 2022-27

REZONE PROPERTY IN THE MIDWEST FIRST SUBDIVISION PLAT TO INCLUDE PUD OVERLAY ZONING DISTRICT #2022-27

On August 23, 2022, the Faribault City Council approved Ordinance 2022-27, which rezones property in the MIDWEST FIRST SUBDIVISION Plat (commonly known as the former Farmer Seed and Nursery site at the NW corner of 4th Street NW and 8th Avenue NW) to include PUD Overlay Zoning District #2022-27. The PUD allows an integrated development of a three-story indoor storage facility and a four-story apartment building. A complete copy of the ordinance, including the legal description of the property, is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

Public Hearing: August 1, 2022
First Reading: August 10, 2022
Second Reading: August 23, 2022
Publication: August 30, 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 23, 2022
SUBJECT: Ordinance 2022-26 Rezone Property in the DIVINE
MERCY CATHOLIC CHURCH Plat and the DIVINE
MERCY CATHOLIC CHURCH THIRD ADDITION
Plat - Second Reading

Background:

On August 10, 2022, the City Council approved the first reading of Ordinance 2022-26, which rezones 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. Since the first reading of the ordinance, the City received no additional comments, and Staff made no substantive changes to the ordinance.

Recommendation:

Approve Ordinance 2022-26 on second reading.

Attachments:

1. Ordinance 2022-26 Rezone Property in the DIVINE MERCY CATHOLIC CHURCH Plat and the DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION Plat

(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**

WHEREAS, Divine Mercy Catholic Church (the "Applicant") is the fee owner of land parcels south of Mercy Drive and east of CSAH 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 convert to 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 Property for institutional use, consistent with the proposed underlying zoning and 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 and efficient land use 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 P/I, Public/Institutional zoning relates more closely to the Applicant's vision for institutional uses on the Property than the existing R-2, Low-Density Residential zoning.

- 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 and relates to the existing church and proposed school in the district. The proposed zoning will complement existing and planned residential uses in the 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 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 land and energy use by integrating an existing religious institution and a proposed school. The PUD also allows the existing gathering place on the Property to logically 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 all parcels in the PUD and is 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 CSAH 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, including a play area, for the 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 an existing church. The proposed PUD would 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 is compatible with the existing religious institution, and 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. The proposed stormwater management system will be consistent with all applicable regulations. Municipal sewer and water will serve the existing gathering place in the former farmstead.

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 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 August 23, 2022; 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 and incorporation of recitals and exhibits. Where applicable, the recitals and exhibits incorporated in this resolution constitute the written findings of the City Council, all of which protect the public's health, safety, and welfare.

Section 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 must 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 at least twelve (12) parking spaces, of which one or more 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 CSAH 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.

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 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 City's Unified Development Ordinance or other Subdivision standards in effect at the time of such plat. No additional platting or phased development within the PUD shall be allowed without an amendment clearly defining a phasing and sequencing plan to extend public infrastructure,

including a second public street connection to CSAH 45/Albers Avenue.

5. If 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 must substantially conform 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 must enter into a Development Agreement 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 Development Review Committee, at its discretion, may allow deviations and refinements to the Development Plan shown in Exhibit B provided the deviations and refinements further the intent of this ordinance.
3. 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: August 23, 2022

Published: August 30, 2022

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

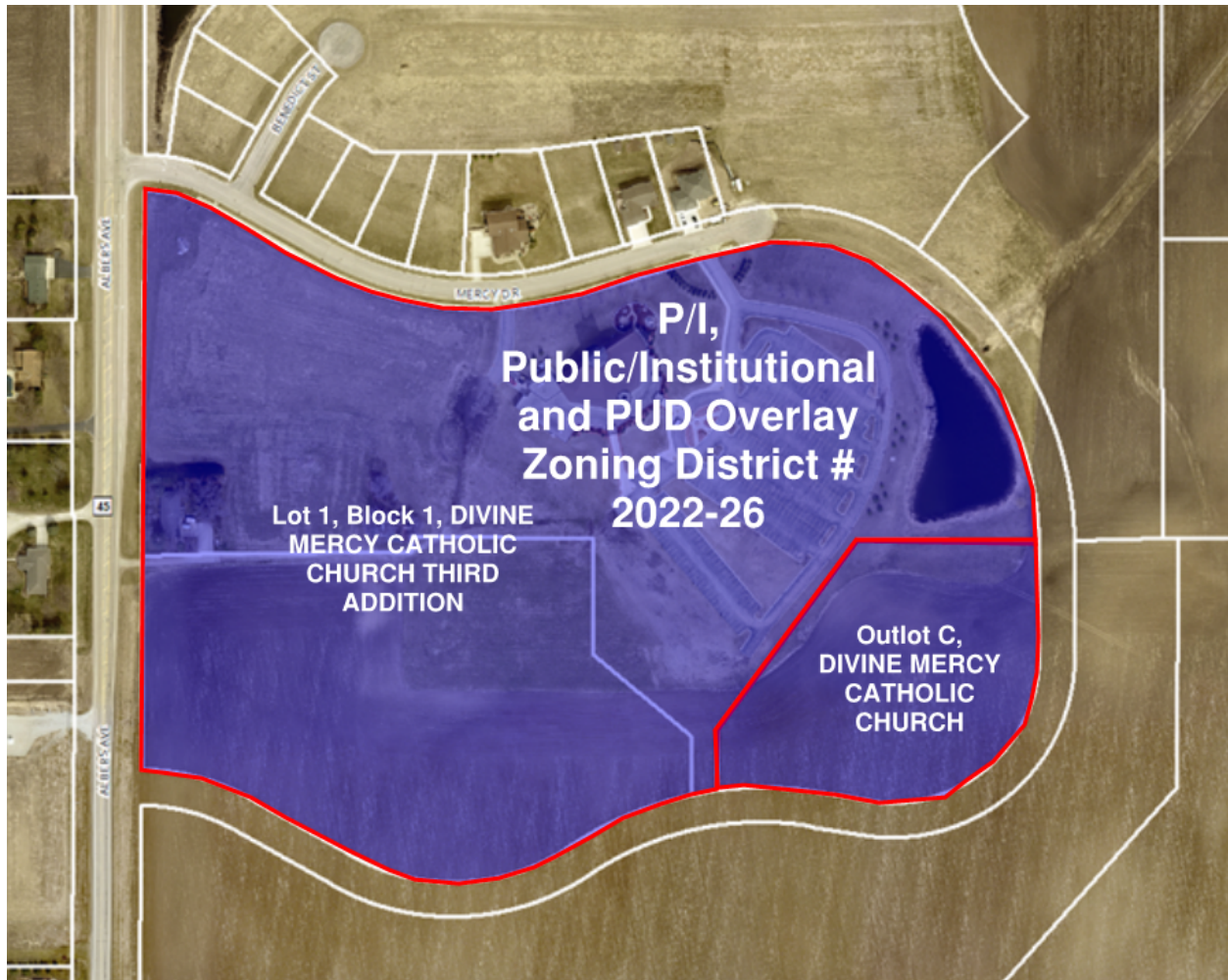
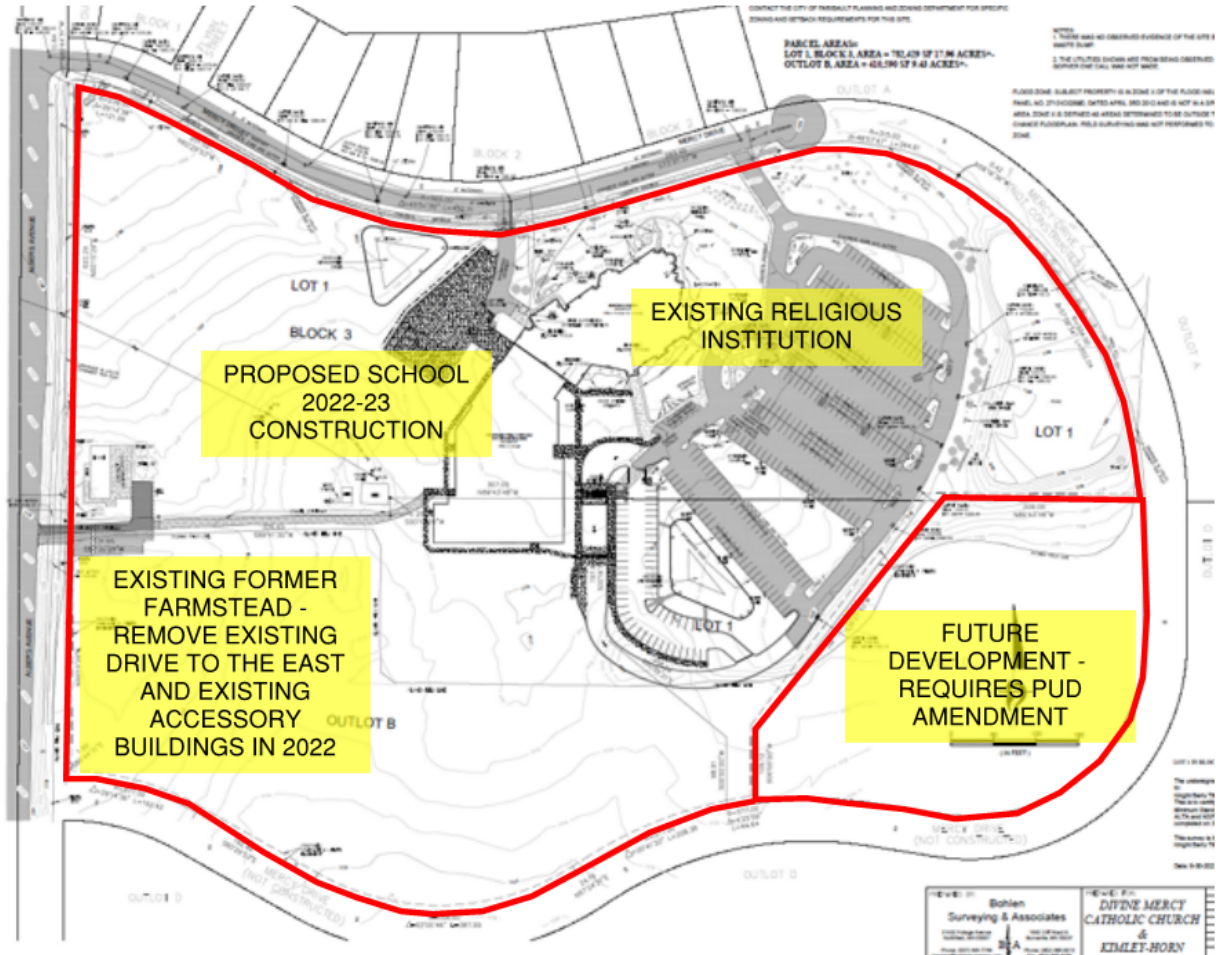


EXHIBIT B: Pertinent Excerpts of the Development Plan for PUD Overlay Zoning District #2022-26





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: August 23, 2022
SUBJECT: Approve Summary Publication of Ordinance 2022-26

Background:

Ordinance 2022-26 will take effect on the date of its publication in the City's official newspaper. Instead of publishing the full ordinance, the 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 2022-26.

Recommendation:

Approve the summary publication of Ordinance 2022-26.

Attachments:

1. Ordinance 2022-26 Summary Publication

Summary Publication

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

On August 23, 2022, the Faribault City Council approved Ordinance 2022-26, which rezones 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. The rezoning allows a proposed elementary school to be attached to the existing church at 139 Mercy Drive in Faribault, Minnesota. A complete copy of the ordinance, including the legal description of the property, is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

Public Hearing: August 1, 2022
First Reading: August 10, 2022
Second Reading: August 23, 2022
Publication: August 30, 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 23, 2022
SUBJECT: Resolution 2022-185 Approve a Conditional Use Permit for a Regional Stormwater Basin in the Wild and Scenic River Overlay District

Background:

Earlier this year, the City Council approved the CANNON RIVER VIEW plat and applications related to the proposed Rice County Public Safety Center east of the State Highway 3 and 30th Street NW intersection. Rice County (the Applicant) now requests approval of a conditional use permit (CUP) to develop a regional stormwater basin in the Wild and Scenic River Overlay, Floodplain, and Shoreland Management Districts to serve the plat and surrounding development. The City's Unified Development Ordinance (UDO) requires a CUP to ensure the stormwater basin does not adversely affect the resources in and adjacent to the Cannon River.

The Planning Commission held a public hearing on August 15, 2022, to consider the Applicant's request. No one from the public provided comments, and the Planning Commission recommended approval of the Applicant's request based on the findings and conditions outlined in the attached Resolution 2022-185. Refer to the attached Staff reports for additional information.

Recommendation:

Approve Resolution 2022-185 based on the findings and conditions outlined in the resolution.

Attachments:

1. Resolution 2022-185 Approve a Conditional Use Permit for a Stormwater Basin in the Wild and Scenic River Overlay District

2. Staff Reports

State of Minnesota
County of Rice

CITY OF FARIBAULT

RESOLUTION #2022-185

APPROVE A CONDITIONAL USE PERMIT FOR A REGIONAL STORMWATER BASIN IN THE WILD AND SCENIC RIVER OVERLAY DISTRICT

WHEREAS, Rice County (the "Applicant" and the "Owner") requested a conditional use permit to develop a stormwater basin on property (the "Property") legally described in Exhibit A; and

WHEREAS, the Applicant proposes to locate the stormwater basin on a portion of the Property in the Wild and Scenic River Overlay, Floodplain, and Shoreland Management Districts (the "Districts") as generally shown in Exhibit B; and

WHEREAS, the City's Unified Development Ordinance (the "UDO") requires a conditional use permit (a "CUP") for the development of the proposed stormwater basin in the Districts; and

WHEREAS, the Planning Commission, following proper notice, held a public hearing regarding the Applicant's request on August 10, 2022; and

WHEREAS, following the public hearing, the Planning Commission recommended that the City Council approve the Applicant's conditional use permit request based on the following written findings:

- 1. The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare.**

Expanded Finding: The proposed stormwater basin will improve the quality stormwater runoff into the Cannon River, which, in turn, will benefit public health.

2. **The conditional use will not be injurious to the use and enjoyment of other property in the vicinity and will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**

Expanded Finding: The proposed stormwater basin is in an area that will remain largely undeveloped. Consequently, it will not injure others in the area and will not impede further development.

3. **The conditional use will be designed, constructed, operated, and maintained in a manner that is compatible in appearance with the existing or intended character of the surrounding area.**

Expanded Finding: The proposed stormwater basin is roughly 500 feet from the Cannon River and will not adversely affect views of or from the Cannon River.

4. **The conditional use will not impose hazards or disturbing influences on neighboring properties.**

Expanded Finding: The proposed stormwater basin will not create traffic, noise, visual, or other adverse impacts on neighboring properties.

5. **The conditional use will not substantially diminish the value of neighboring properties.**

Expanded Finding: The proposed stormwater basin will not substantially diminish the value of neighboring properties.

6. **The site is served adequately by essential public facilities and services, including utilities, access roads, drainage, police and fire protection, and schools or will be served adequately as a result of improvements proposed as part of the conditional use.**

Expanded Finding: The proposed stormwater basin does not require public facilities like roads, and it will not place an additional burden on schools and other City services.

- 7. Development and operation of the conditional use will not create excessive additional requirements at public cost for facilities and services and will not be detrimental to the economic welfare of the community.**

Expanded Finding: The proposed stormwater basin is required to treat stormwater runoff and protect public health. It will not be detrimental to the economic welfare of the community.

- 8. Adequate measures have been or will be taken to minimize traffic congestion in the public streets and to provide for adequate on-site circulation of traffic.**

Expanded Finding: The proposed stormwater basin will not promote traffic congestion.

- 9. The conditional use will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance to the community.**

Expanded Finding: The proposed stormwater basin will be on the former Faribault Foods spray fields, so there will be no loss of natural, scenic, or historical features of major importance to the community. The proposed basin will be roughly 500 feet from the Cannon River, which is an adequate distance to reasonably protect the views to and from the river. The basin will not remove significant vegetation.

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

Expanded Finding: The proposed stormwater basin does not conflict with the City's Land Use Plan.

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

Expanded Finding: The proposed addition is consistent with all applicable City Code requirements.

WHEREAS, the Planning Commission also recommended approval of the requested conditional use permit based on findings that the proposed stormwater basin will improve the quality of stormwater runoff entering the Cannon River and that the basin meets all pertinent development standards

and requirements in the Wild and Scenic River Overlay, Floodplain, and Shoreland Management Districts; and

WHEREAS, the City Council held a public meeting on August 23, 2022, to consider the Applicant's conditional use permit request; and

WHEREAS, based on the City Staff report, the results of the public hearing, and the written findings of the Planning Commission, the City Council concurs with the Planning Commission's written findings and hereby makes the identical findings.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARIBAULT, MINNESOTA, AS FOLLOWS:

Section 1: Approval of the requested conditional use permit. The City Council hereby approves the Applicant's conditional use permit request to develop a stormwater basin in that portion of the Property in the Wild and Scenic River Overlay, Floodplain, and Shoreland Management Districts, as generally shown in Exhibit B.

Section 2: Conditions attached to the approval of the conditional use permit. The conditional use permit includes the following conditions:

1. Per the City Engineer's direction, the Owner must provide a drainage and utility easement around the stormwater basin and allow the City access to the basin for maintenance purposes.
2. The Owner must comply with all of the requirements outlined in the City Engineer's memorandum to David Wanberg, City Planner, dated August 12, 2022, and attached as Exhibit C.
3. The Owner must construct the proposed stormwater basin and related site work in substantial conformance with the plan shown in Exhibit B of this resolution. As determined by the City's Development Review Committee, any significant expansion or revision to the plan will require an amendment to this conditional use permit.
4. The Applicant must receive all required permits and approvals from the City and all other applicable regulatory authorities before starting construction on the proposed stormwater basin.
5. This conditional use permit will automatically be voided if the proposed construction has not begun within one (1) year of the approval of the conditional use permit unless the City Council has granted a petition for a time extension. The Owner must submit

a written request for extension at least thirty (30) days before the expiration of the conditional use permit and must state facts showing a good faith effort to complete the work permitted under the original approval.

6. Failure of the City to act on a violation of a condition, covenant, or term of this permit is not a waiver of such condition, covenant, or term, or any subsequent violation of the same or any other condition, covenant, or term.
7. The City may inspect the Property at all reasonable times to ensure compliance with the conditions of this permit.
8. This permit is subject to the City's code requirements. The Owner must comply with all applicable federal, state, and local laws, rules, and ordinances and obtain other permissions and permits as may be required.
9. The violation of any terms or conditions of this permit, including but not limited to any applicable federal, state, or local laws, rules, regulations, and ordinances, may result in the revocation of the permit. The City must give the Owner written notice of any violation and reasonable time, as determined by the City, to cure the violation before the permit revocation.
10. This permit and its conditions are binding on the parties, their successors, and assigns. This permit runs with the Property and does not affect the subsequent sale, lease, or change from current ownership. The Owner's obligations under this permit shall also be the obligations of any subsequent Property owners or assigns.
11. Use of the Property as allowed by this permit signifies the agreement of the permit's terms and conditions without qualification, limitation, or reservation.

Section 3. Findings and incorporation of recitals and exhibits. Where applicable, the recitals and exhibits incorporated in this resolution constitute the written findings of the City Council, all of which protect the public's health, safety, and welfare.

Section 4. Authorization to take additional steps. The City Council authorizes the Mayor, City Administrator, City Staff, and the City's Consultants to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

Section 5. Effective Date. This resolution is effective immediately upon its passage and without publication.

Date Adopted: August 23, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Exhibit A
Legal Description

Lot 1, Block 1, CANNON RIVER VIEW, City of
Faribault, County of Rice, State of Minnesota

Exhibit B

Plan Showing the Proposed Stormwater Basin

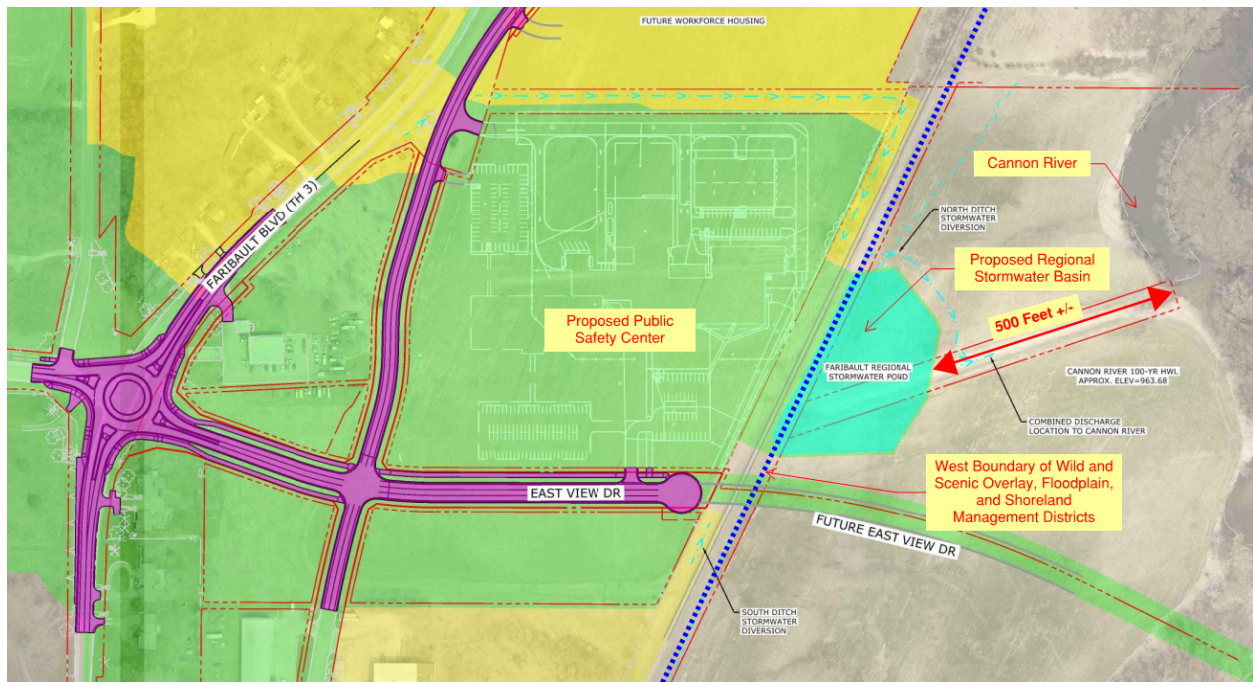


Exhibit C
City Engineer's Memorandum



Engineering Department Memorandum

TO: David Wanberg, City Planner

FROM: Mark DuChene, City Engineer

DATE: August 12, 2022

SUBJECT: Cannon River View Regional Stormwater Basin Conditional Use Permit

BACKGROUND

Rice County has submitted a conditional use permit for the construction of a regional stormwater treatment basin within an area covered by a wild and scenic river designation. Stormwater treatment is allowed in said designation by a conditional use permit.

DRAINAGE, GRADING AND EROSION CONTROL

STORM SEWER

The regional basin is located within the Cannon River (M-048) drainage district as identified in the City's 2022 Surface Water Management Plan. Stormwater runoff generated within the site currently drains primarily to existing drainage channels and to the east which ultimately discharge to the Cannon 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 new and/or reconstructed impervious surfaces that exceed 1 acre. A stormwater treatment system meeting the current requirements of the Minnesota Pollution Control Agency (MPCA) Construction Storm Water permit and the City's current Municipal Separate Storm Sewers permit will be incorporated into the final plans. The County and City have agreed to cooperate on the construction of a regional stormwater basin to serve the area. The stormwater treatment basin shall be placed within a public drainage and utility easement on Lot 1 Block 1 Cannon River View. The City shall be responsible for long term operations and maintenance of the basin. The Developer and City shall split the costs of the design and construction of the stormwater treatment basin.

based on contributing drainage areas or flows or another equitable distribution as agreed upon by both parties.

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 for each parcel as it develops.

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 for each parcel as it is developed.

RECOMMENDATION

Engineering recommends approval of the Conditional Use Permit subject to the comments within this report.



Public Hearing Staff Report

TO: Planning Commission
FROM: David Wanberg, City Planner
MEETING DATE: August 1, 2022
SUBJECT: Application for a Conditional Use Permit to Construct a Stormwater Basin in the Wild and Scenic River Overlay, Floodplain, and Shoreland Management Districts East of the State Highway 3 and 30th Street NW Intersection

BACKGROUND AND REQUEST

Earlier this year, the City approved the Cannon River View plat and applications related to the proposed Rice County Public Safety Center near the State Highway 3 and 30th Street NW intersection (see [Figure 1](#) for a location map). Rice County (the Applicant) now requests approval of a conditional use permit (CUP) to develop a regional stormwater basin in the Wild and Scenic River Overlay, Floodplain, and Shoreland Management Districts to serve the plat and surrounding development. The City's Unified Development Ordinance (UDO) requires a CUP to ensure the stormwater basin does not adversely affect the protection of the resources in and adjacent to the Cannon River.

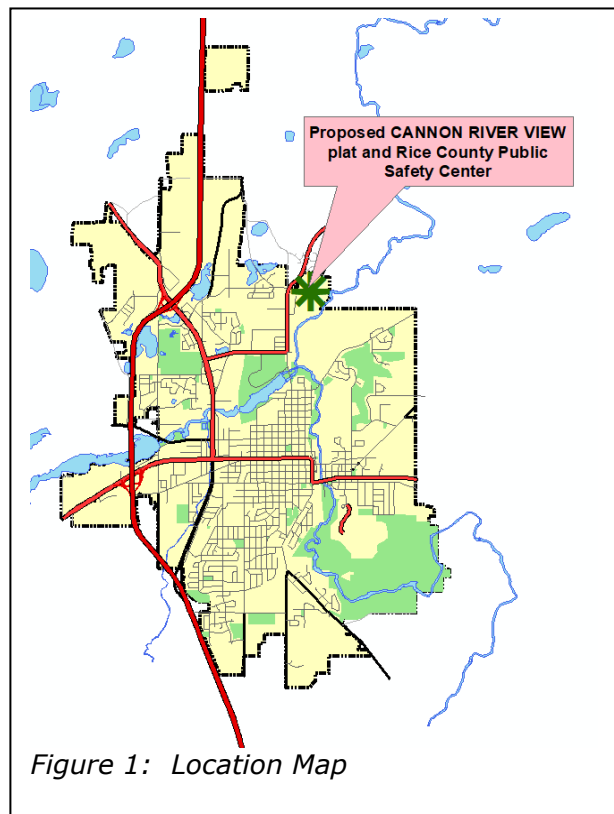


Figure 1: Location Map

OVERVIEW OF THE PROPOSED REGIONAL STORMWATER BASIN

Rice County explored alternative locations for the proposed regional stormwater basin. However, the proposed location, east of the proposed public safety center development, is the most logical area for the basin (see [Figure 2](#)).

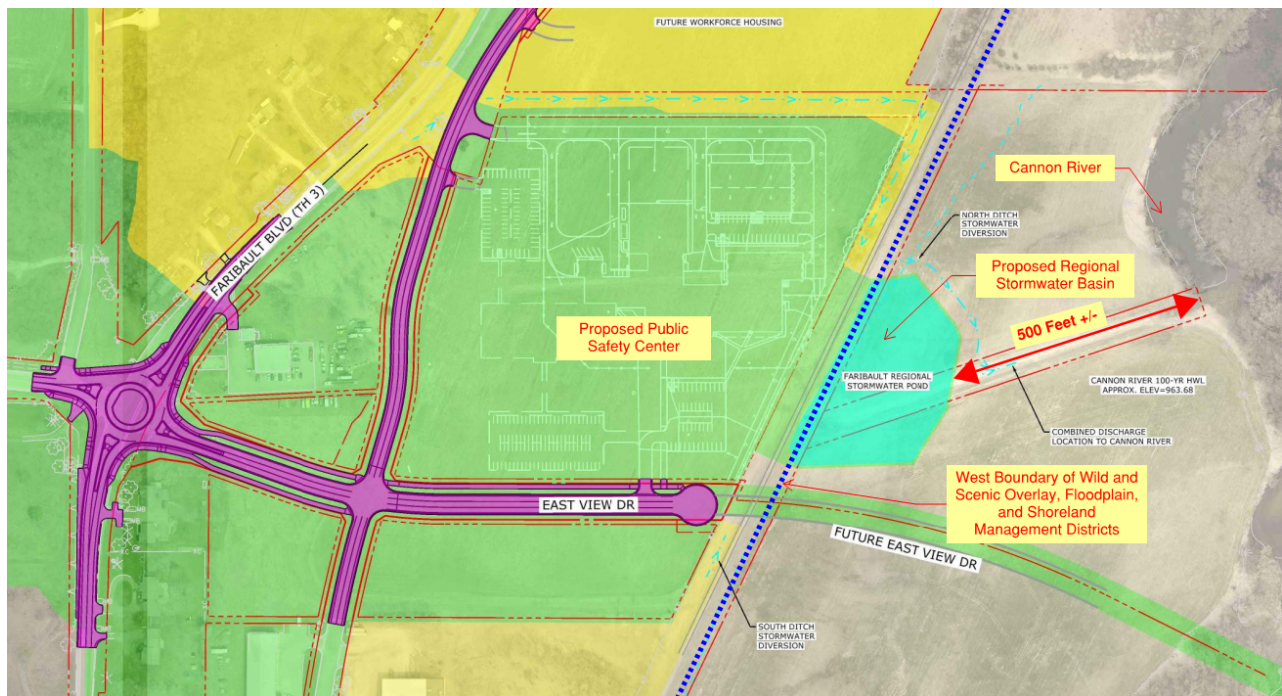


Figure 2: Stormwater Basin

The proposed basin is in the Wild and Scenic River Overlay, Floodplain, and Shoreland Management Districts. The former railroad defines the west boundary of the districts, and the basin would be 500 feet or so from the Cannon River. The basin would not adversely affect significant natural, historic, or scenic resources. In fact, the basin would collect and treat runoff from a significant area that is currently not treated.

Minnesota Department of Natural Resources staff reviewed the proposed basin and did not express concerns related to the Wild and Scenic River Overlay, Floodplain, and Shoreland Management Districts. The basin will have an earthen barrier to protect it from flooding. Refer to the attached report from the City Engineer for additional information.

RECOMMENDATION

Recommend that the City Council approve Resolution 2022-xxx Approve a Conditional Use Permit for a Regional Stormwater Basin in the Wild and Scenic River Overlay, Floodplain, and Shoreland Management Districts East of the State Highway 3 and 30th Street NW Intersection.

ATTACHMENTS

- City Engineer's Report



Engineering Department Memorandum

TO: David Wanberg, City Planner

FROM: Mark DuChene, City Engineer

DATE: August 12, 2022

SUBJECT: Cannon River View Regional Stormwater Basin Conditional Use Permit

BACKGROUND

Rice County has submitted a conditional use permit for the construction of a regional stormwater treatment basin within an area covered by a wild and scenic river designation. Stormwater treatment is allowed in said designation by a conditional use permit.

DRAINAGE, GRADING AND EROSION CONTROL

STORM SEWER

The regional basin is located within the Cannon River (M-048) drainage district as identified in the City's 2022 Surface Water Management Plan. Stormwater runoff generated within the site currently drains primarily to existing drainage channels and to the east which ultimately discharge to the Cannon 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 new and/or reconstructed impervious surfaces that exceed 1 acre. A stormwater treatment system meeting the current requirements of the Minnesota Pollution Control Agency (MPCA) Construction Storm Water permit and the City's current Municipal Separate Storm Sewers permit will be incorporated into the final plans. The County and City have agreed to cooperate on the construction of a regional stormwater basin to serve the area. The stormwater treatment basin shall be placed within a public drainage and utility easement on Lot 1 Block 1 Cannon River View. The City shall be responsible for long term operations and maintenance of the basin. The Developer and City shall split the costs of

the design and construction of the stormwater treatment basin based on contributing drainage areas or flows or another equitable distribution as agreed upon by both parties.

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 for each parcel as it develops.

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 for each parcel as it is developed.

RECOMMENDATION

Engineering recommends approval of the Conditional Use Permit subject to the comments within this report.



Request for Council Action

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: August 23, 2022
SUBJECT: Ordinance 2022-29 Amend Sec. 2-7 of the City Code of Ordinances regarding the Salaries of the Mayor and Council Members - First Reading

Background:

The salaries of the mayor and council members, which are specified in Sec. 2-7 of the City Code of Ordinances, were last modified by Ordinance 2017-16, effective on January 1, 2019. Minnesota Statutes, Section 415.11, subd. 1 authorizes the City Council to establish their salaries by ordinance in such amount as they deem reasonable. The annual salary for the mayor is currently \$10,880.00 and the annual salary for each council member is \$8,420.00. The City Council wishes to modify their salaries in accordance with Minnesota law and consistent with the figures contained in Ordinance 2022-29.

Following discussion at the Council Work Session on August 16, 2022, it was determined that the salaries for the Mayor and City Council Members will be revised as follows:

	Effective 1/1/2023	Effective 1/1/2024
Mayor	\$13,000.00/year	\$13,500.00/year
Council Members	\$ 9,600.00/year	\$ 9,800.00/year

Per Minnesota Statutes, Section 415.11, subd. 2, no change in council salaries shall take effect until after the next succeeding municipal election, scheduled for November 8, 2022. The revised amounts would be effective January 1, 2023, with the 2024 amounts remaining in effect until such time as they would be revised by ordinance.

Recommendation:

Approve Ordinance 2022-29 on First Reading

Attachments:

1. Ordinance 2022-29 Amend Sec. 2-7 of the City Code of Ordinances regarding Salaries of Mayor and Council Members - First Reading

**CITY OF FARIBAULT
ORDINANCE No. 2022-29**

**AMEND SEC. 2-7 OF THE CITY CODE OF ORDINANCES REGARDING THE SALARIES OF
THE MAYOR AND COUNCIL MEMBERS**

WHEREAS, Section 2.07 of the Faribault City Charter provides that the mayor and council members shall receive such compensation as fixed by the council in accordance with Minnesota law; and

WHEREAS, Minnesota Statutes, Section 415.11, subd. 1 authorizes the council by ordinance to fix their own salaries in such amount as they deem reasonable; and

WHEREAS, the salaries of the mayor and council members were last modified by Ordinance 2017-16, effective on January 1, 2019; and

WHEREAS, the annual salary for the mayor is currently \$10,880.00 and the annual salary for each council member is currently \$8,420.00; and

WHEREAS, the council wishes to modify the council salaries in accordance with Minnesota law and consistent with the figures contained in this ordinance; and

WHEREAS, Minnesota Statutes, Section 415.11, subd. 2 provides that no change in council salaries shall take effect until after the next succeeding municipal election.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS: The City Code of Ordinances, shall be revised as follows:

Section 1. Chapter 2, Sec. 2-7 of the Code of Ordinances of the City of Faribault is hereby amended by deleting the ~~stricken~~ language and adding the double-underlined language as follows:

Sec. 2-7. - Salary of mayor and council members.

Effective January 1, ~~2019~~2023, the salary of the mayor shall be ~~ten thousand eight hundred eighty dollars (\$10,880.00)~~thirteen thousand dollars (\$13,000) per year and the salary of each council member shall be ~~eight thousand four hundred twenty dollars (\$8,420.00)~~nine thousand six hundred dollars (\$9,600.00) per year. Effective January 1, 2024, the salary of the mayor shall be thirteen thousand five hundred dollars (\$13,500.00) per year and the salary of each council member shall be nine thousand eight hundred dollars (\$9,800.00) per year.

Section 2. This ordinance amendment shall take effect and be in force after its passage and publication in accordance with Section 3.05 of the City Charter.

First Reading: August 23, 2022

Second Reading:

Publication Date:

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: Mark DuChene, City Engineer
MEETING DATE: August 23, 2022
SUBJECT: Resolution 2022-176 Accept Bids for 2022 Riverchase Court Improvements - Contract 2022-13

Background:

Bids for the Riverchase Court Improvements, Contract 2022-13 were originally scheduled to be received and opened on August 17, 2022; however, due to delays in getting the plans and specifications posted and some concern over some of the lift station components in the bid package and bidders being able to get viable quotes from subcontractors and suppliers, the bid date was extended to Monday, August 22, 2022. Staff will open bids on August 22, 2022 and bring to the Council meeting an updated memo and resolution with the bid results and a recommendation to award.

UPDATE

On Monday, August 22, 2022, bids were received for the proposed 2022 Riverchase Court Improvements - Contract 2022-13 project, including pavement construction, concrete curb and gutter construction, watermain, sanitary sewer, storm sewer and lift station construction, and related improvements on the following streets:

Riverchase Court (Willow Street to East End)

The bids are tabulated as follows:

Schumacher Excavating, Inc, Zumbrota, MN	\$ 842,095.00
JJD Companies, LLC, Blooming Prairie, MN	\$ 963,927.75
Holtmeier Construction, Inc, Mankato, MN	\$ 969,991.50
BCM Construction, Inc, Faribault, MN	\$ 1,045,949.00
Northdale Construction Co., Inc, Albertville, MN	\$ 1,227,017.14

Agenda Item: 8.A

Alcon Excavating Inc, Rochester, MN	\$ 1,229,639.20
Heselon Construction, Faribault, MN	\$ 1,344,425.75
<i>Engineer's Estimate</i>	\$ 886,469.50

Based on the low bidder's prices, the estimated funding for the project is as follows (includes contingencies and engineering fees):

Street Improvement Fund (401)	\$ 365,000.00	35.9%
Water Utility Fund (601)	\$ 139,500.00	13.7%
Sewer Utility Fund (602)	\$ 243,300.00	23.9%
<u>Storm Water Utility Fund (603)</u>	<u>\$ 269,100.00</u>	<u>26.5%</u>
TOTAL	\$1,016,800.00	100.0%

It is recommended to award to the low bidder, Schumacher Excavating, Inc . Construction on the project is scheduled to begin in October and be substantially completed by July 1, 2023.

Recommendation:

Approve Resolution 2022-176 Accepting Bids for 2022 Riverchase Court Improvements, Contract 2022-13

Attachments:

1. Resolution 2022-176
2. 2022-7-25 Riverchase Court

CITY OF FARIBAULT

RESOLUTION #2022-176

ACCEPT BIDS FOR RIVERCHASE COURT IMPROVEMENTS - CONTRACT 2022-13

WHEREAS, pursuant to the advertisement for bids for the Riverchase Court Improvements - Contract 2022-13 bids were received, opened, and tabulated according to law and the following bids were received complying with the advertisement for bids:

Schumacher Excavating Inc, Zumbrota, MN	\$ 842,095.00
JJD Companies, Blooming Prairie, MN	\$ 963,927.75
Holtmeier Construction Inc., Mankato, MN	\$ 969,991.50
BCM Construction, Inc., Faribault, MN	\$1,045,949.00
Northdale Construction Co., Inc., Albertville, MN	\$1,227,017.14
Alcon Excavating Inc., Rochester, MN	\$1,229,639.20
Heselton Construction, Faribault, MN	\$1,344,425.75

and;

WHEREAS, it appears that Schumacher Excavating, Inc., of Zumbrota, MN is the lowest responsible bidder.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Administrator are hereby authorized and directed to enter into contract with Schumacher Excavating, Inc., in the name of the City of Faribault for 2022 Riverchase Court Improvements - Contract 2022-13 in the amount of \$842,095.00 according to the Plans and Specifications prepared and on file in the office of the City Engineer.

ALSO, BE IT RESOLVED, that the City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposit of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

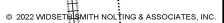
Date Adopted: August 23, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
7 MONTHS ENDING July 31, 2022
58.33%



GENERAL FUND

	Actual FY 2021	Annual Budget FY 2022	Actual to Date FY 2022	YTD % Collected
Revenues				
Taxes	\$ 8,939,162	\$ 9,143,005	\$ 4,812,584	52.64%
Permit & Licenses	489,278	478,700	323,378	67.55%
Intergovernmental Revenue	8,498,397	7,201,403	4,824,323	66.99%
Charges for Services	1,174,927	1,404,234	637,640	45.41%
Fines & Forfeits	152,720	141,000	68,024	48.24%
Miscellaneous Revenue	89,673	167,320	(176,282)	-105.36%
Total	\$ 19,344,157	\$ 18,535,662	\$ 10,489,667	56.59%
Expenditures				
Council	\$ 644,599	\$ 448,946	\$ 228,500	50.90%
City Administration	281,772	299,358	160,868	53.74%
Elections	1,620	27,003	8,687	32.17%
Finance Administration	483,072	441,159	269,658	61.13%
Information Services	219,467	224,764	118,849	52.88%
Legal Services	231,411	282,650	143,393	50.73%
Personnel Administration	257,573	302,489	174,964	57.84%
Planning & Zoning	407,174	451,266	246,407	54.60%
City Hall Maintenance	182,791	199,412	108,506	54.41%
Police Administration	1,061,121	1,038,141	650,240	62.63%
Criminal Investigation	995,407	1,075,770	572,942	53.26%
Uniform Patrol	3,260,829	3,365,400	1,797,619	53.41%
Police Records	463,241	387,765	211,615	54.57%
Fire Administration	269,029	281,313	159,991	56.87%
Fire Suppression	1,370,315	1,447,113	782,829	54.10%
Code Enforcement -Inspection	510,522	550,579	260,263	47.27%
Emergency Management	3,537	6,500	4,506	69.33%
Community Services	249,595	289,116	131,186	45.37%
Public Works Administration	105,765	116,525	59,907	51.41%
Street Maintenance Projects	1,402,794	1,485,405	785,522	52.88%
Ice & Snow Removal	118,371	125,000	104,968	83.97%
Equipment Maintenance	294,804	296,069	200,124	67.59%
Street Lighting	251,087	290,500	140,047	48.21%
Traffic Signs & Signals	38,880	48,947	28,275	57.77%
Engineering	556,596	627,840	329,169	52.43%
Community Center Administration	660,334	681,588	359,669	52.77%
Community Center Building	492,656	561,988	320,748	57.07%
Aquatic Center	312,744	346,565	244,670	70.60%
Washington Center	47,100	65,438	41,018	62.68%
Soccer Complex	38,298	36,557	13,906	38.04%
Adult Programs	135,362	155,158	79,293	51.10%
Youth Programs	129,655	144,020	78,346	54.40%
Parks	1,078,050	1,128,480	570,019	50.51%
Library	1,135,629	1,217,621	661,235	54.31%
Miscellaneous Unallocated	395,427	89,674	40,000	44.61%
Mass Transit	-	19,600	-	0.00%
Total	\$ 18,086,625	\$ 18,555,719	\$ 10,087,940	54.37%
	1,257,532	(20,057)	401,728	
* transfer to capital funds	(1,715,848)			
YTD Fund Balance Increase (Decrease)	(458,316)			



WATER FUND				
	Actual FY 2021	Annual Budget FY 2022	Actual to Date FY 2022	YTD % Collected
Revenues				
Charges for Services	\$ 3,722,553	\$ 3,902,687	\$ 2,380,121	60.99%
Miscellaneous Revenue	79,903	125,700	(18,741)	-14.91%
Other Sources	2,125	-	-	
Total	\$ 3,804,580	\$ 4,028,387	\$ 2,361,380	58.62%
Expenses				
Personnel Services	\$ 509,785	\$ 574,003	\$ 306,082	53.32%
Supplies	333,437	348,300	249,233	71.56%
Other Services & Charges	814,069	692,374	425,214	61.41%
Capital Outlay	-	1,978,312	991,149	50.10%
Debt Service	82,509	563,383	41,371	7.34%
Other Uses	678,499	90,000	52,500	58.33%
Total	\$ 2,418,299	\$ 4,246,372	\$ 2,065,548	48.64%
YTD Fund Balance Increase (Decrease)	1,386,281	(217,985)	295,832	
Depreciation	(676,870)	(1,100,000)	(641,667)	
YTD Fund Balance Increase (Decrease) with depreciation	709,408		(345,835)	

SEWER FUND				
	Actual FY 2021	Annual Budget FY 2022	Actual to Date FY 2022	YTD % Collected
Revenues				
Charges for Services	\$ 6,295,466	\$ 5,385,000	\$ 3,554,733	66.01%
Fines & Forfeits	\$ 13,698	-	-	0%
Miscellaneous Revenue	57,954	205,000	(361,264)	-176.23%
Other Sources	1,723,878	-	-	0.00%
Total	\$ 8,090,996	\$ 5,590,000	\$ 3,193,468	57.13%
Expenses				
Sewer Collection				
Personnel Services	\$ 373,762	\$ 525,552	\$ 281,851	53.63%
Supplies	61,964	96,737	52,294	54.06%
Other Services & Charges	776,254	303,643	104,010	34.25%
Capital Outlay	-	1,085,385	111,201	10.25%
Other Uses	105,000	55,838	61,250	109.69%
Water Reclamation Plant				
Personnel Services	954,701	951,546	543,004	57.07%
Supplies	393,159	377,050	164,721	43.69%
Other Services & Charges	484,827.18	1,034,643	575,932	55.66%
Capital Outlay	-	272,899	141,444	51.83%
Debt Service	292,622	1,497,156	136,578	9.12%
Other Uses	105,000	105,000	61,250	58.33%
Total	\$ 3,547,290	\$ 6,305,449	\$ 2,233,535	35.42%
YTD Fund Balance Increase (Decrease)	4,543,706	(715,449)	959,933	
Depreciation	(1,697,010)	(1,905,000)	(1,111,250)	
YTD Fund Balance Increase (Decrease) with depreciation	2,846,698		(151,317)	

STORM WATER FUND				
	Preliminary FY 2021	Annual Budget FY 2022	Actual to Date FY 2022	YTD % Collected
Revenues				
Charges for Services	\$ 1,138,076	\$ 1,282,004	\$ 795,694	62.07%
Miscellaneous Revenue	147,012	192,000	(121,182)	-63.12%
Intergovernmental	-	150,000	-	
Total	\$ 1,285,087	\$ 1,624,004	\$ 674,512	41.53%
Expenses				
Personnel Services	\$ 229,630	\$ 247,653	\$ 127,657	51.55%
Supplies	29,584	38,650	13,052	33.77%
Other Services & Charges	205,430	172,282	107,074	62.15%
Capital Outlay	-	1,795,000	-	0.00%
Other Uses	35,025	-	-	
Total	\$ 499,669	\$ 2,253,585	\$ 247,782	11.00%
YTD Fund Balance Increase (Decrease)	785,419	(629,581)	426,730	
Depreciation	(321,725)	(400,000)	(233,333)	
YTD Fund Balance Increase (Decrease) with depreciation	463,694		193,396	

CITY OF FARIBAULT
MAJOR FUND FINANCIAL SUMMARY REPORT
7 MONTHS ENDING July 31, 2022
58.33%



CASH AND INVESTMENTS					
101	General Fund	11,046,025			Average interest Rate
	Fire Insurance Escrow	40,296	Wells Fargo	122,157	0.40%
210	Charitable Gambling Board	43,690	4M Fund	21,308	1.37%
211	City Rental Property Mgmt	87,761	State Bank of Faribault	3,364,379	1.33%
215	Public Safety Programs	42,566	Citizens Community Federal	8,280,135	1.47%
217	Library Estate Donation	2,704,734	RBC	34,814,883	1.75%
225	Airport	558,352	Oppenheimer	6,381,389	2.53%
240	Community Development	170,754		<u>\$ 52,984,251</u>	
241	Public Housing	197,112			
	Security Deposits Escrow	16,733			
243	Industrial Development Loan	254,560			
244	Rental Housing Rehabilitation	190,763	Petty cash (on hand)	2,202	
247	SCDP Revolving Loans	340,769	Escrow Accounts	73,186	1.45%
248	Federal MIF Loans	632,195		<u>\$ 75,388</u>	
249	Minnesota Investment Fund	14,206			
254	CRV Rehabilitation Program	57,691			
263-272	TIF Districts	168,389			
280	Faribault HRA	1,165,751			
290	Economic Development Authority	1,416,129	TOTAL CASH	<u><u>\$ 53,059,639</u></u>	
292	EDA Revolving Fund	395,031			
344-349	Debt Service Funds	2,475,428			
360	Equipment Certificates	238,466			
401	Street Improvement Projects	3,147,248			
404	Park Land Dedication	793,630			
431	Capital Replacement Fund	1,742,067			
437	Public Facility Projects	(168,414)			
469	2018 Construction Projects	779,617			
472	30th St NW & TH3	(91,613)			
473	2020 Construction Projects	(12,683)			
475	I-35/CSAH 9 Interchange	(2,022)			
476	2022 Construction Projects	(59,655)			
601	Water Fund	7,311,566			
602	Sewer Fund	12,380,728			
603	Storm Water Fund	3,472,182			
704	Worker's Compensation	251,426			
705	Property Liability Reserve	173,375			
873	Roberds Lake Sewer District	8,369			
897	Elderly Housing Corporation	466,226			
898	Robinwood Manor	594,034			
	Escrow Account	16,157			
	Total	<u>\$ 53,059,639</u>			