ECONOMIC DEVELOPMENT AUTHORITY AGENDA

PUBLIC MEETING ROOM	THURSDAY, JUNE 15, 2023	7:00 AM

1. Call to Order
2. Introduce Christine Jeanes - New Commissioner
3. Approval of the Minutes
4. Routine Business: *Agenda items below are approved by one motion unless an EDA member requests separate action.*
   A. Monthly Loan Status Report
   B. Permit Activity Update Report
   C. Budget Status Report
5. Items for Discussion
   A. Request from Saint Gobain - Vetrotech for $100,000 EDIF Loan
   B. Authorize Execution of an Agreement for Professional Services between Bolton & Menk and the Faribault EDA related to Master Planning Services for the TH 60 West Gateway Corridor
   C. Resolution 2023-04 Deny a Downtown Commercial Rehabilitation and Exterior Improvement Award for an Awning at 409 Central Avenue
6. Project Updates, Other Business, Upcoming EDA Meetings
7. Adjournment

Request for Action

TO:	Faribault Economic Development Authority
FROM:	David Wanberg, Community and Economic Development Director
THROUGH:	David Wanberg, Community and Economic Development Director
MEETING DATE:	June 15, 2023
SUBJECT:	Introduce Christine Jeanes - New Commissioner

BACKGROUND:

Earlier this year, the EDA stated that it wants the City Council to appoint someone with a banking background to the open position on the EDA. I am pleased to report that Christine Jeanes, the head of mortgage banking at State Bank of Faribault, submitted an application to serve on the EDA. The City Council is scheduled to act on her application at the Council June 13 meeting. We expect to introduce Christine to the EDA at its June 15 meeting.

REQUESTED ACTION:

None

ATTACHMENTS:

ECONOMIC DEVELOPMENT AUTHORITY MINUTES

PUBLIC MEETING ROOM	THURSDAY, MAY 18, 2023	7:00 AM

Meeting Items

1. Call to Order/Introduction of Ian Luker, Economic Development Coordinator

   The regular meeting of the Economic Development Authority was called to order at 7:03 a.m. Present were David Campbell, Thomas Spooner, Mayor Kevin Voracek and Chair Rod Gramse. Also present were David Wanberg, Community and Economic Development Director, Kari Casper, Administrative Assistant II, Ian Luker, Economic Development Coordinator, as well as Tim Murray, City Administrator.

   David Wanberg then introduced our new member of staff, Ian Luker who is the new Economic Development Coordinator. Ian Luker gave a short introduction and then introductions went around the room as well.

2. Approval of the Minutes of March 16, 2023

   Motion by Dave Campbell, seconded by Kevin Voracek to approve the meeting minutes of March 16, 2023. Motion passed on a 4/0 vote.

3. Routine Business: *Agenda items below are approved by one motion unless an EDA member requests separate action.*

   David Wanberg was the presenter for the Routine Business. He went over the reports submitted and mentioned that they will be looking into getting a more readable format for these funds in the future to give a better idea of where and when funds were spent. Chair Gramse was concerned about the funds, stating "when it's gone, it's gone" and urged staff to look into ways the EDA could recoup monies. Wanberg stated that he's aware of this and will get into this issue in more detail later.

   Wanberg went over the building permits report and mentioned that it may be better to include some sort of a breakdown.

   Tom Spooner made a motion, seconded by David Campbell to receive and file the reports as presented. The motion carried on a 4/0 vote.

A. Monthly Loan Status Report

B. Permit Activity Update Report

C. Budget Status Report

4. Public Hearings

   None.

5. Items for Discussion

A. Resolution 2023-04 Approve a Downtown Commercial Rehabilitation and Exterior Improvement Award for an Awning at 409 Central Avenue

Wanberg presented the application and resolution for The Golf Box in consideration to cover the cost of the already installed awning under the Downtown Commercial Exterior Improvement Program. He noted that the applicants had not followed the guidelines of the request by first, applying after the installation of the awning and, secondly, not going with the lowest bid. Wanberg looked into the history of this program and noted that in the past, a penalty was assessed to one property owner by a 10% decrease in their request for starting the project before the monies were awarded. Mayor Voracek asked if the applicants had received money in the past for this and Wanberg wasn't aware of any requests. Chair Gramse then spoke as to the nature of the reason they started early in comparison to the previous applicants' request. Wanberg stated that he wasn't sure why they did it this way. The applicants were not present at this meeting. Ian Luker did try to encourage them to attend. Chair Gramse then stated that he recalled the previous applicants' request was for a function that would be critical to be safe or occupied as to the reason for their early start. In this case, none of those seemed to apply. Mayor Voracek stated that while the request is in line with the program, there are too many errors in the application process and would be inclined to deny this and happy to entertain their next ask which Wanberg stated they have already mentioned. Both Campbell and Spooner agreed with Gramse's and Voracek's statements and a motion was made by Voracek to deny the proposed award under the Downtown Commercial Exterior Improvement Program, seconded by David Campbel. The motion carried on a 4/0 vote. Wanberg stated that there will be a revised Resolution stating the reasons for denial at the next EDA meeting and follow up with a letter to the applicant regarding their decision.

B. Resolution 2023-05 Modify Development Program for Development District No. 1 and Modify TIF District No. 13

The City prepared a plat for the Buckham Library/Community Center/Buckham West parcels, and will be recording the plat later this year. However, TIF District No. 13 must be modified before the City can record the plat. The simplest solution would be to take the parcels out of the plat that are inconsequential to the TIF. The council sets these boundaries and this action will go before them with a public hearing at the next meeting. A resolution was prepared for this and the EDA was asked to approve this. A motion was made by Campbell, seconded by Spooner to approve Resolution 2023.05 as presented. The motion carried on a 4/0 vote.

C. Status of Economic Development Investment Fund and Upcoming Funding Requests

Wanberg explained that in 2022 the EDIF had a $200,000 balance which the EDA used to award $100,000 to Tru-Vue and $100,000 to Trystar, leaving no balance in the EDIF program. At a recent meeting, the EDA earmarked an additional $200,000 from the EDA's Revolving Loan Fund (Fund 292) for the EDIF program, leaving roughly $136,000 in the Revolving Loan Fund that has not been earmarked.

He went on to state that there are currently four entities that have reached out for funding under this program; Sage, Faribault Mill, F2F and Midwest Recovery. Campbell asked how these funds were replenished. Gramse stated that we are already requesting max levy dollars and that's the only source for these funds. Wanberg said that it's a "first come, first serve" basis for these requests. After some discussion, perhaps look into some ways to encourage investment through loan interest loans that MIF already offers. Revolving is the intent of the funds. No action taken at this time.

D. Review Highway 60 West Master Plan Proposal and Schedule

Wanberg went over the schedule for the Highway 60 Master Plan and stated that they had budgeted $70,000 for Expert and Professional services. He went on to add that he was contacted by Xcel Energy about a program that would match funds to develop this area.

The budget is $50,000 and it would be $25,000 for Xcel and $25,000 for the City. We would be the first to apply and it's a first come, first serve. Wanberg will proceed with this application process.

E. 2022 Micro-Grant Award Updates

Nort Johnson was asked to present the update for the 2022 Micro Grant program. He stated that while he doen'st have the the staff now that worked on it last year, the panel is still intact for the future. He will present photos as requested by the guidelines in the future to present to the EDA. Johnson stated that membership is not a requirement of this program. EDA directed Johnson to move forward with the 2023 funding.

F. Faribault Downtown Central - Update on First Half Funds Awarded and Second Half Funds Requested

Johnson also presented this update for the Downtown Central loans from the EDA and HRA. He stated that the first half has been received and he will present a result for funding of the second have from each at the next meeting. He stated that so far $741,000 has been invested, of which was mostly for repairs to roofs. here was one HVAC. Those funds also went to two rooftop patios. They are continuing to secure the buildings. Johnson stated that the HPC guidelines inhibit the best job to be accomplished. Johnson spoke about a potential acquisition of the Alano Building and will assist in relocating them or trading spaces. He stated that a lot of work needs to be done on this building. The vision will be to have the space for up to seven small space businesses inside the old Dusek's building and called it an "incubator space".

Johnson went on to discuss the condition of the Eastman building and how it has eight rooftops. One of the rooftops is in really bad condition. There is a space between the wall and the parapet that is too big and the wall is breaking away from the building and it's a matter of time before that falls. Johnson mentioned that they are working on splitting the properties at this location to have their own PID.

Johnson mentioned that the DEED grant that the downtown received was in the amount of $750,000, of which the FDC group used less than one-third of those proceeds to assist with their projects.

6. Project Updates

Wanberg stated that the Harley Davidson space is for a training space, not a hotel. Riverchase is ahead of schedule and hopes to be open and leasing by the end of the year. Willow Street Apartements are underway. The former Farmer Seed is finishing up on their clean up grant and intends to start the build on the indoor storage. He has seen the construction documents on the apartments but they will come later, maybe next year. Divine Mercy School is underway. Brighton Hospice will be going in to the old O'Reilly Autoparts store and there will be administrative offices only at that location. He discussed the Safe Veritech expansion which will be called the Faribault Glass Campus. The expansion will be on the south side and will bring in approximately 40 more jobs. Midwest recovery would like to begin Phase One in June and may use Tax Abatement as a financial resource. Gramse asked about any news on single-family homes. Wanberg didn't have anything on that; however, he mentioned that Cashin is building his second phase of apartments. Wanberg did say that there have been about 25 single-family homes built a year with about 100 new jobs coming in each year as well.

7. Adjournment

Spooner made a motion to adjourn at 8:19 a.m., seconded by Campbell. The motion passed on a 4/0 vote.

Respectfully Submitted,

Kari Casper
Administrative Assistant

Request for Action

TO:	Faribault Economic Development Authority
FROM:	Ian Luker, Economic Development Coordinator
THROUGH:	David Wanberg, Community and Economic Development Director
MEETING DATE:	June 15, 2023
SUBJECT:	Monthly Loan Status Report

BACKGROUND:
The Economic Development Authority (EDA) has the authority to provide financial incentives to businesses growing and/or relocating to the City. The various different loan funds are made up of local, state, and federal dollars – all with their own set of criteria associated with each type of funding source.

Loan Funds & Current Cash Balances – May, 2023

• Fund 249 – Minnesota Investment Fund	***$ 13,649.27***
• Fund 292 – EDA Revolving Loan	***$394,718.06****
• Fund 243 – Industrial Development Loan	***$286,872.26***
TOTAL EDA LOAN FUNDS =	***$695,239.59***
• Fund 290 – EDA Operating Fund / Fund Balance	**$761,686.50****
• Fund 247 – Small Cities Dev. Program Loan	***$431,885.83***
• Fund 248 – Federal MIF Loan Fund	***$608,614.17***

Earmarked $200,000 under 292 Fund - not reflected in the available balance.
****Earmarked $250,000 for Faribo Downtown Central is not reflected in the available fund balance.***

REQUESTED ACTION:
Receive and file.

ATTACHMENTS: None.

Request for Action

TO:	Faribault Economic Development Authority
FROM:	Ian Luker
THROUGH:	Ian Luker
MEETING DATE:	June 15, 2023
SUBJECT:	Permit Activity Update Report

BACKGROUND:
Permit activity (building permits, etc.) is a reflection on the status of the economy. Over the last few years, the City of Faribault has seen an increase in permit activity – which translates into investment in our community. However, COVID-19 is likely to have an impact on investment and construction activity moving forward, along with material cost increases and shortages. To track and follow trends, monthly permit activity reports are prepared. This information is shared on a monthly basis with the Economic Development Authority (EDA) to ensure the EDA has a pulse on the development activity occurring in the community. Trend information will also be one resource that the EDA can utilize to develop annual work plans and develop/modify programs to respond to and address business needs.

REQUESTED ACTION:
Receive and file.

ATTACHMENTS:
1. 4B. Permit Activity Report

Permit Activity Report 2023				
	Building Permits	Building Permits Total	All Permits*	All Permits Total*
January	30	$ 37,506,137.05	84	$ 38,646,615.29
February	17	$ 1,896,894.00	50	$ 2,241,426.00
March	41	$ 2,800,590.39	105	$ 3,197,961.39
April	59	$ 5,465,972.00	112	$ 5,693,272.00
May	40	$ 1,471,687.00	168	$ 5,534,132.36
June				
July				
August				
September				
October				
November				
December				
Total:		**$ 49,141,280.44**		**$ 55,313,407.04**
YTD Permits:	**187**		**519**	

**All Permits includes Building Permits in total (plumbing, heating, signs and electrical).*

City Of Faribault

Request for Action

TO:	Faribault Economic Development Authority
FROM:	Ian Luker
THROUGH:	Ian Luker
MEETING DATE:	June 15, 2023
SUBJECT:	Budget Status Report

BACKGROUND:
The Economic Development Authority (EDA) approved a 2023 budget, levy request, and work plan. The budget is divided into "operating expenses" and "program funds." The Program Funds budget is made up of fund balances and various different one-time lump funds. These funds are targeted for specific projects based on the approved Work Plan in the categories of: Available Land, Gateways, Regionalism, Workforce/Data Analysis, and Ongoing Operations.

Attached is the Budget Status report for Fund 290 (Economic Development Authority). This information is being provided for informational purposes.

REQUESTED ACTION:
Receive and file.

ATTACHMENTS:
1. 290 Budget Status May, 2023

General Ledger

Budget Status

User: kcasper
Printed: 6/8/2023 - 8:18 AM
Period: 1 to 6, 2023

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 290	Economic Development Authority							
Dept 290-00000								
R01	Taxes							
290-00000-462-31010	Current Ad Valorem Taxes	322,273.00	0.00	0.00	322,273.00	0.00	322,273.00	100.00
290-00000-462-31020	Delinquent Ad Valorem Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00
290-00000-462-31030	Mobile Home Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00
290-00000-462-31035	Delinquent Mobile Home Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00
290-00000-462-31040	Excess Tax Increment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
290-00000-462-31500	PILOT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
290-00000-462-31550	Green Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R01 Sub Totals:	322,273.00	0.00	0.00	322,273.00	0.00	322,273.00	100.00
R02	Permit & Licenses							
290-00000-462-36215	Loan Interest	383.00	157.96	157.96	225.04	0.00	225.04	58.76
	R02 Sub Totals:	383.00	157.96	157.96	225.04	0.00	225.04	58.76
R03	Intergovernmental Revenue							
290-00000-462-33402	Market Value Homestead Credit	0.00	0.00	0.00	0.00	0.00	0.00	0.00
290-00000-462-33422	Other State Grants & Aids	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R04	Charges for Services							
290-00000-462-34108	Administrative Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
290-00000-462-34700	Application Fees	2,500.00	150.00	150.00	2,350.00	0.00	2,350.00	94.00
	R04 Sub Totals:	2,500.00	150.00	150.00	2,350.00	0.00	2,350.00	94.00
R06	Miscellaneous Revenue							
290-00000-462-36200	Other Miscellaneous Revenue	500.00	0.00	0.00	500.00	0.00	500.00	100.00
290-00000-462-36210	Interest on Investments	6,600.00	6,861.06	6,861.06	-261.06	0.00	-261.06	0.00
290-00000-462-36211	Interest Market Value	0.00	14,791.17	14,791.17	-14,791.17	0.00	-14,791.17	0.00
290-00000-462-36240	Refunds & Reimbursements	0.00	0.00	0.00	0.00	0.00	0.00	0.00
290-00000-462-36400	Loan Principal	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	7,100.00	21,652.23	21,652.23	-14,552.23	0.00	-14,552.23	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R07	Other Sources							
290-00000-462-39100	Sale of Land	0.00	0.00	0.00	0.00	0.00	0.00	0.00
290-00000-462-39200	Transfer In	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	332,256.00	21,960.19	21,960.19	310,295.81	0.00	310,295.81	93.39
	Dept 00000 Sub Totals:	-332,256.00	-21,960.19	-21,960.19	-310,295.81	0.00		
Dept 290-46500	Economic Development							
E02	Supplies							
290-46500-462-42110	General Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
290-46500-462-42115	Meeting	250.00	0.00	0.00	250.00	0.00	250.00	100.00
290-46500-462-42420	Minor Computer Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E02 Sub Totals:	250.00	0.00	0.00	250.00	0.00	250.00	100.00
E03	Other Services & Charges							
290-46500-462-43030	Engineering Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
290-46500-462-43040	Legal Fees - Civil Process	20,000.00	1,543.75	1,543.75	18,456.25	0.00	18,456.25	92.28
290-46500-462-43080	Indirect Cost Allocation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
290-46500-462-43090	Expert & Professional Services	75,000.00	810.00	810.00	74,190.00	0.00	74,190.00	98.92
290-46500-462-43095	Software Maintenance & Support	0.00	246.56	246.56	-246.56	0.00	-246.56	0.00
290-46500-462-43130	EDA Program Budget	650,000.00	30,000.00	30,000.00	620,000.00	0.00	620,000.00	95.38
290-46500-462-43140	Training & Education	3,500.00	0.00	0.00	3,500.00	0.00	3,500.00	100.00
290-46500-462-43220	Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00
290-46500-462-43250	Other Communications	0.00	0.00	0.00	0.00	0.00	0.00	0.00
290-46500-462-43310	Travel Expense	4,500.00	0.00	0.00	4,500.00	0.00	4,500.00	100.00
290-46500-462-43430	Advertising - Other	45,000.00	10,000.00	10,000.00	35,000.00	0.00	35,000.00	77.78
290-46500-462-43510	Legal Notices Publishing	500.00	124.20	124.20	375.80	0.00	375.80	75.16
290-46500-462-43520	Recording Fees	1,000.00	345.00	345.00	655.00	0.00	655.00	65.50
290-46500-462-43610	Insurance & Bonds	1,951.00	1,640.00	1,640.00	311.00	0.00	311.00	15.94
290-46500-462-43810	Electric Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00
290-46500-462-43860	Storm Water Utilities	40.00	0.00	0.00	40.00	0.00	40.00	100.00
290-46500-462-44330	Dues & Subscriptions	24,000.00	17,705.00	17,705.00	6,295.00	0.00	6,295.00	26.23
290-46500-462-44370	Miscellaneous Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00
290-46500-462-44390	Taxes & Licenses	50.00	0.00	0.00	50.00	0.00	50.00	100.00
290-46500-462-44600	Loans & Grants	345,000.00	285,573.92	285,573.92	59,426.08	0.00	59,426.08	17.22
	E03 Sub Totals:	1,170,541.00	347,988.43	347,988.43	822,552.57	0.00	822,552.57	70.27
E04	Capital Outlay							
290-46500-462-44160	Rents & Leases	0.00	0.00	0.00	0.00	0.00	0.00	0.00
290-46500-462-45100	Land	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E04 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E06	Other Uses							
290-46500-462-47200	Transfer Out	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	1,170,791.00	347,988.43	347,988.43	822,802.57	0.00	822,802.57	70.28
	Dept 46500 Sub Totals:	1,170,791.00	347,988.43	347,988.43	822,802.57	0.00		
	Fund Revenue Sub Totals:	332,256.00	21,960.19	21,960.19	310,295.81	0.00	310,295.81	93.39
	Fund Expense Sub Totals:	1,170,791.00	347,988.43	347,988.43	822,802.57	0.00	822,802.57	70.28
	Fund 290 Sub Totals:	838,535.00	326,028.24	326,028.24	512,506.76	0.00		
	Revenue Totals:	332,256.00	21,960.19	21,960.19	310,295.81	0.00	310,295.81	93.39
	Expense Totals:	1,170,791.00	347,988.43	347,988.43	822,802.57	0.00	822,802.57	70.28
	Report Totals:	838,535.00	326,028.24	326,028.24	512,506.76	0.00		

City Of Faribault

Request for Action

TO:	Faribault Economic Development Authority
FROM:	Ian Luker - Economic Development Coordinator
THROUGH:	Ian Luker - Economic Development Coordinator
MEETING DATE:	June 15, 2023
SUBJECT:	Request from Saint Gobain - Vetrotech for $100,000 EDIF Loan

BACKGROUND:

On March 16, 2023, Resolution 2023-02 earmarked an additional $200,000 of the Revolving Loan Fund (RLF) for the EDIF in 2023, which leaves the current available EDIF balance of $200,000 for the year.

Vetrotech is seeking a $100,000 forgivable loan for their relocation to Faribault, MN. The addition of Vetrotech to the SageGlass footprint will include 40 net-new jobs, the average wage rate will be $37.94 an hour, plus a full benefits package, a 10,000 square foot addition to the Saint-Gobain footprint, plus additional reconfigurations of some existing operations.

Saint-Gobain approaches each opportunity with the expectation of a demonstrated partnership with the community through economic incentives, such as EDIF.

.

REQUESTED ACTION:

EDA has the authority to approve, deny, and/or modify any proposed incentive amount.

The EDA has the option to:

- Award $100,000 grant,
- Award a grant of a smaller amount,

- Deny the request,
- Approve a loan, based on EDA guidelines,

I am requesting direction from the EDA on this project.

The Resolution and Agreement presented at the next EDA meeting will be based on the direction of the EDA.

Saint-Gobain CFO Brian Harvey is present and available for discussion,

ATTACHMENTS:

City Of Faribault

Request for Action

TO:	Faribault Economic Development Authority
FROM:	David Wanberg, Community and Economic Development Director
THROUGH:	David Wanberg, Community and Economic Development Director
MEETING DATE:	June 15, 2023
SUBJECT:	Authorize Execution of an Agreement for Professional Services between Bolton & Menk and the Faribault EDA related to Master Planning Services for the TH 60 West Gateway Corridor

BACKGROUND:

At its March 16, 2023, meeting, the EDA authorized staff to apply for an Xcel Corporate Economic Development Authority Grant to prepare a master plan for the TH 60 West Gateway Corridor. The grant requires a minimum 1:1 match. Although the EDA had previously budgeted up to $75,000 for master planning services, the EDA earmarked $25,000 of its $75,000 professional services budget for this master planning effort based on an understanding that the master planning effort would cost $50,000 and Xcel could pay up to $25,000 for the work.

At its May 18, 2023, meeting, the EDA agreed with the recommendation from City Staff that the EDA should hire Bolton & Menk to prepare the master plan for $49,900. On June 7, 2023, Xcel notified the EDA that Xcel would provide a $15,095 grant for the EDA's proposed master planning efforts, which leaves the EDA to pay the remaining $34,805 out of its $75,000 professional services budget.

Given recent development interest in the TH 60 West Gateway Corridor, and the $15,095 grant from Xcel, the Community and Economic Development Director recommends that the EDA execute the attached Agreement with Bolton & Menk. Work on the master plan is schedule to begin in July and be completed in November.

REQUESTED ACTION:

Authorize execution of an Agreement for Professional Services between Bolton & Menk and the Faribault EDA related to master planing services for the TH 60 West Gateway Corridor

ATTACHMENTS:

1. Agreement between Bolton & Menk and the EDA

AGREEMENT FOR PROFESSIONAL SERVICES
TH 60 WEST CONCEPT MASTER PLANNING SERVICES
CITY OF FARIBAULT, MN and BOLTON & MENK, INC.

This Agreement, made this 15th day of June, 2023, by and between City of Faribault, 208 First Ave. NW, Faribault, MN 55021, ("CLIENT"), and BOLTON & MENK, INC., 111 Washington Ave South, Suite 650, Minneapolis MN, 55401, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with TH 60 West Concept Master Planning Services ("Project") and whereas the CONSULTANT agrees to furnish the various professional services (the "Services"), including Basic Services and Additional Services as defined in Section I, as requested by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I – CONSULTANT'S SERVICES

A. The CONSULTANT agrees to perform the various Basic Services in connection with the Project as described in Exhibit I.

B. Upon mutual agreement of the parties, professional services in addition to the Basic Services (the "Additional Services") may be authorized as described in Paragraph IV.B, and when so authorized, shall be included with the Services to be provided under this Agreement.

SECTION II - THE CLIENT'S RESPONSIBILITIES

A. The CLIENT shall promptly compensate the CONSULTANT for the Services in accordance with Section III of this Agreement.

B. The CLIENT shall place any and all previously acquired information related to the Project in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.

C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.

D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide any such services as may be required for completion of the Project described in this Agreement.

G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit I.

H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the Schedule of Fees for the time spent by CONSULTANT'S personnel in performance of the Services. Total fees for the Services shall not exceed $49,900.00 without the prior consent of CLIENT. See the attached Schedule 1 for Schedule of Fees applicable to this Agreement.

2. The preceding Schedule of Fees shall apply for services provided through December 31, 2023. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs and other market factors. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.

3. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.

4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.

5. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.

6. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work subject to the Total cost not to exceed fee or approved Additional Services.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.

2. If CLIENT fails to make any payment due CONSULTANT for Services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.

3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for Services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend Services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for Services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.

4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and the Services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to this Contract for a period of six years.

SECTION IV – GENERAL

A. STANDARD OF CARE. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE. In the event the CLIENT changes or is required to change the scope or duration of the Project from that described in Exhibit I, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and this Agreement will be revised in writing.

C. LIMITATION OF LIABILITY

1. Liability of CONSULTANT. CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments arising from third-party claims or actions relating to the Project only to the extent caused by the negligent acts, errors or omissions (whether in the performance of professional services or otherwise) of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants occurring during the scope of CONSULTANT's work on the Project, and provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. This indemnification shall not apply to claims for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's comprehensive general liability and professional errors and omissions insurance policies. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages.

2. Liability of Client. To the fullest extent permitted by law and subject to the maximum limits of liability set forth in Minnesota Statutes Section 466.04, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or

other consultants. This indemnification shall not apply to claims for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages.

3. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.

4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

5. CONSULTANT shall procure and maintain insurance as required by this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, members, partners, agents, employees, and subconsultants to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of CONSULTANT or CONSULTANT's officers, directors, members, partners, agents, employees, or subconsultants (hereafter "CLIENTS Claims"), shall not exceed the then total available insurance proceeds paid or payable on behalf of or to CONSULTANT by CONSULTANT's insurers in settlement or satisfaction of CLIENT'S Claims under the terms and conditions of CONSULTANT's insurance policies applicable thereto, up to the then available amount of insurance under the applicable policy of insurance.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than $2,000,000 per occurrence and not less than $2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.

2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than $1,000,000 per accident for property damage, $2,000,000 for bodily injuries, death and damages to any one person and $2,000,000 for total bodily injury, death and damage claims arising from one accident.

3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies, to the extent permitted by CONSULTANT'S insurers.

4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than $500,000 for Bodily Injury by

Disease per employee, $500,000.00 for Bodily Injury by Disease aggregate and $500,000 for Bodily Injury by Accident.

5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than $2,000,000 per claim and an annual aggregate of not less than $2,000,000 on a claims-made basis.

6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.

7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST. Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES. It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).

2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability

of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.

2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

2. <u>Previously Created Works and Documents of CONSULTANT</u>. Notwithstanding the foregoing, CONSULTANT retains title and interest in all of its standard details, plans, specifications and engineering computation documents (“Previously Created Works and Documents”), whether in written or electronic form, which have been incorporated into the deliverables and documents provided to CLIENT, but which were developed by CONSULTANT independent of this Agreement. CONSULTANT issues to CLIENT a royalty-free, nonexclusive and irrevocable license to use the Previously Created Works and Documents for the Project.

I. CONFIDENTIALITY. CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT’S employees and subconsultants any information related to the Project obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT. This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. TERMINATION. This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT’s services for more than 120 days for reasons beyond CONSULTANT’S cause or control; or,

2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.

3. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.

4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.

5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

L. INDEPENDENT CONTRACTOR. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

M. CONTINGENT FEE. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**

O. ASSIGNMENT. Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

P. SURVIVAL. All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Q. SEVERABILITY. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

R. CONTROLLING Law. This Agreement is to be governed by the law of the State of Minnesota and venued in courts of Minnesota; or at the choice of either party, and if federal jurisdictional requirements are met, in federal court in the district in which the project is located.

S. DISPUTE RESOLUTION. CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the Minnesota District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

T. MINNESOTA GOVERNMENT DATA PRACTICES ACT (MGDPA). All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CONSULTANT'S performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Consultant agrees to abide by these statutes, rules and regulations and as they may be amended. In the event the CONSULTANT receives a request to release data, it shall notify CLIENT as soon as practical. The CLIENT will give instructions to CONSULTANT concerning release of data to the requesting party and CONSULTANT will be reimbursed as additional services for its reasonable labor and other direct expenses in complying with any MGDPA request, but only to the extent that the request is not due to a negligent, intentional or willful act or omission by the CONSULTANT or other failure to comply with its obligations under this contract.

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SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: Faribault Economic and Development Authority	CONSULTANT: Bolton & Menk, Inc.
______________________________	______________________________
Kevin F. Voracek, Vice President	
______________________________	______________________________
A.J. Smith, Secretary	
______________________________	______________________________

EXHIBIT I
SCOPE, BUDGET, SCHEDULE

SCOPE OF WORK

Our team brings comprehensive on-the-ground experience delivering solutions for prospective and planning development areas. We have tailored our scope of work to establish an attainable development vision that maximizes outcomes for the City of Faribault.

Industrial and office development vision sketch
Cahill District, Edina, MN

TASK 1: PROJECT MANAGEMENT

Our project management approach is rooted in personable, proactive communication that prioritizes collaboration, transparency, and trust. Our team, led by Mike Thompson, will maintain regular communication with the city and other stakeholders. During an initial project kick-off meeting, we will establish a regular meeting and reporting schedule.

TASK 1 DELIVERABLES

- Project kickoff meeting and project management plan
- Regular staff progress report meetings
- Up to two planning commission or city council meetings
- Meeting agendas and minutes

TASK 2: CURRENT CONDITIONS ANALYSIS

Our team will conduct a planning-level analysis of city land use policies, study area physical site conditions, area utility capacity estimates, and regional industrial, commercial, and residential market conditions to create a shared understanding of developable area and market feasibility.

We anticipate this analysis will be conducted using city-provided or readily available documents and data. From this analysis, our team will compile findings into a current conditions memo which will, at a minimum, include exhibits detailing:

- Current and future land use guidance and policies, such as property lines, current zoning, and the Shoreland Ordinance Overlay area
- Development barriers including wetlands, steep topography, protected vegetation, and other natural features
- Infrastructure and utility locations, particularly the location of the gas line and known easements

During the current conditions analysis, we will work with the city to coordinate a meeting with area property owners to explain the project and gather additional insight. We plan to hold two in-person property owner meetings, one oriented to each study area, yet provide all owners the ability to attend either meeting to ensure flexibility. As weather and availability allow, we would consider hosting the meetings at the Dairy Queen located at 30th Avenue NW.

TASK 2 DELIVERABLES

- Current conditions memo summarizing policy, physical, and market conditions
- Composite drawings for each study area showing all above elements

TASK 3: DEVELOPMENT SCENARIO ALTERNATIVES

Using information gathered during the current conditions analysis and owner meetings, our team will create up to three development build-out scenarios for each study area, for a total of up to six scenarios. Each scenario will, at a minimum, include

- Land use and development scale, density, and patterns
- Public gathering spaces and relationship to private development
- Multimodal transportation connectivity, access, and circulation, including connections to the Sakatah Singing Hills State Trail
- Planning level public utility layouts, stormwater management, and drainage areas
- Public right-of-way landscape, vegetation, wayfinding, and signage
- Location(s) of open space areas to remain undeveloped

Scenarios will present market-supported development alternatives that further city goals, increase area market value, maximize outcomes from suggested public investment, and establish a unique western gateway for the city. Each scenario will vary in its density and design arrangement, presenting a series of market-supported visions for city staff to consider.

Each scenario will "stress test" different aspects of area strengths and opportunities, to identify development vision components that maximize local benefits while remaining feasible. For study area 1, at least one scenario will show the continued use of KGPCo, located at 3305 Highway 60 W. In study area 2, at least one scenario will show the continued use of existing commercial buildings.

KGPCo building, as seen from TH 60

Study area 2 commercial building, as seen from TH 60

TASK 3 DELIVERABLES

- Three development scenarios for each study area to include, at a minimum, all above components; each scenario will include corresponding maps, narrative, and associated exhibits to clearly and uniformly communicate the above components; all materials will be created in a user-friendly format with an eye toward easy public understanding of content
- Up to two city staff scenario review meetings to select a final preferred development vision scenario to progress

TASK 4: FINAL DEVELOPMENT VISION PLAN

Following scenario review and comments, we will finalize a development vision plan for each study area. This plan will revise selected elements from scenario alternatives and culminate in clearly legible color renderings for each study area.

To aid the city in communicating the final vision plan to potential developers, we will create a digital marketing handout. This handout will summarize key aspects of the area vision, including key community characteristics, that's easily legible and visually attractive. Final marketing handout content will be developed in coordination with city staff.

Finally, our team will compile a preliminary, planning-level set of implementation recommendations necessary to realize the planning vision.

TASK 4 DELIVERABLES

- Draft and final development vision plan; the vision plan will include corresponding maps, narratives, and associated exhibits to communicate the above components clearly and uniformly; all materials will be created in a user-friendly format with an eye toward easy public understanding of content
- Illustrated digital marketing handout, to include key and summarized components of the development plan vision
- Implementation memo outlining preliminary, planning-level steps to realize final development plan vision

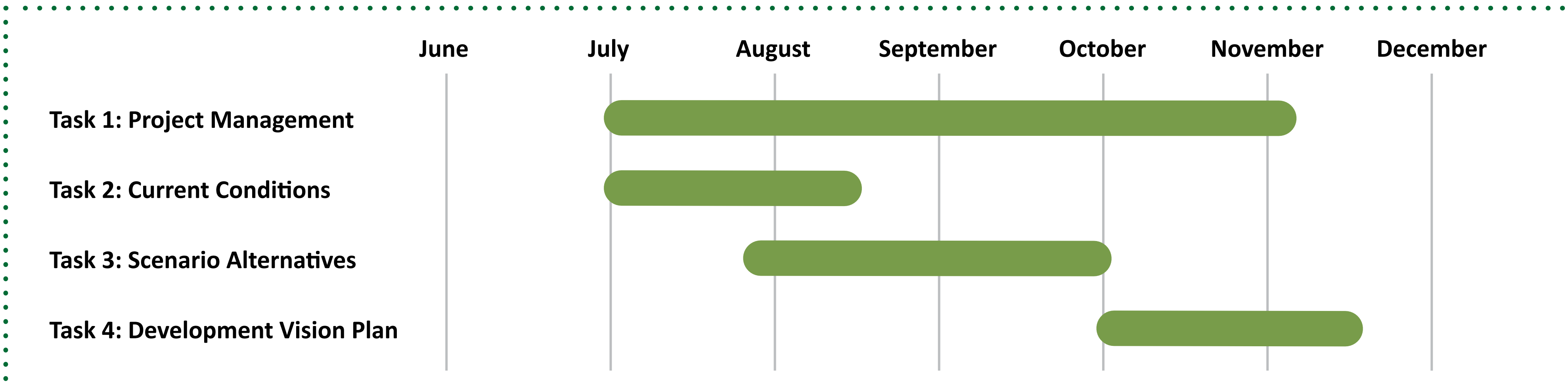
BUDGET

As directed in the RFP, the following table delineates a proposed fee for each study area, reflective of the potential for additional grant funding to complete both study areas. Because of efficiencies both study areas simultaneously, and necessary feasibility work for the development vision plan, our proposed fee is not evenly distributed between the two areas. As final available funding is known, we would certainly welcome conversations on necessary fee and scope adjustments to ensure a strong final vision plan is produced within budget realities.

*The estimated fee includes labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise noted, the fees include vehicle and personal expenses, mileage, telephone, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately.

	Task No.	Task Description	Total Cost
STUDY AREA 1	1.0	Project Management	$2,982
	2.0	Current Conditions Analysis	$5,984
	3.0	Development Scenario Alternatives	$12,014
	4.0	Final Development Vision Plan	$9,210
		Study Area 1 Total	$30,190
STUDY AREA 2	1.0	Project Management	$0 (prorated with Study Area 1)
	2.0	Current Conditions Analysis	$3,200
	3.0	Development Scenario Alternatives	$8,340
	4.0	Final Development Vision Plan	$8,170
		Study Area 2 Total	$19,710
		TOTAL FEE*	$49,900

PROJECT SCHEDULE



Request for Action

TO:	Faribault Economic Development Authority
FROM:	Ian Luker, Economic Development Coordinator
THROUGH:	Ian Luker, Economic Development Coordinator
MEETING DATE:	June 15, 2023
SUBJECT:	Resolution 2023-04 Deny a Downtown Commercial Rehabilitation and Exterior Improvement Award for an Awning at 409 Central Avenue

BACKGROUND:
At the last EDA meeting, May 18th, the EDA denied a Downtown Commercial Rehabilitation and Exterior Improvement award for an awning at 409 Central Avenue, since the owner had initiated work on the awning, prior to receipt of award approval. Based on the direction of the EDA, Staff prepared the attached Resolution 2023-04, which clearly states the EDA's findings for denial.

REQUESTED ACTION:
Approve Resolution 2023-04

ATTACHMENTS:
1. Resolution 2023-04 Deny a Downtown Commercial Rehabilitation and Exterior Improvement Award for an Awning at 409 Central Avenue

ECONOMIC DEVELOPMENT AUTHORITY OF FARIBAULT

Resolution #2023-04

DENY A DOWNTOWN COMMERCIAL REHABILITATION AND EXTERIOR IMPROVEMENT AWARD FOR AN AWNING AT 409 CENTRAL AVENUE
PID 18.31.1.26.184

WHEREAS, on April 11, 2023, Darryl and Alicia Laube (the "Owner") applied for a $922.50 deferred loan through the Economic Development Authority of Faribault (the "EDA") Downtown Commercial Rehabilitation and Exterior Improvement Program (DCREIP) for a recently installed awning on their property at 409 Central Avenue; and

WHEREAS, a DCREIP policy requires that eligible property owners apply and be approved for the program before beginning any work related to the funding request; and

WHEREAS, the EDA did not receive a DCREIP application from the Owner before the Owner installed the subject awning, and there was no emergency situation that required the installation of the awning before the owner submitted the DCREIP application; and

WHEREAS, at its May 18, 2023, meeting, the EDA denied the Owner's request for DCREIP funding based on a finding that the request was inconsistent with the program's policy; and

WHEREAS, to ensure appropriate records, the EDA directed City Staff to prepare a denial resolution for EDA action at its June 15, 2023, meeting.

NOW, THEREFORE, BE IT RESOLVED by the Economic Development Authority of Faribault, Minnesota (the EDA) denies the request from Alicia and Darryl Laube for DCREIP funds described in the recitals above based on a finding that the Owner purchased and installed the awning before applying and receiving funding through the DCREIP, which is inconsistent with the policies of the DCREIP.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the EDA expresses its gratitude for the Owner's exterior improvements to 409 Central and encourages the Owner to request DCREIP funds, consistent with the program's policies, for future exterior improvements.

ADOPTED: June 15, 2023

ATTEST:

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Rodney Gramse, President

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AJ Smith, Secretary