



**City Council Work Session
Tuesday, August 15, 2023 at 6:00 PM
Public Meeting Room**

AGENDA

1. Call to Order

2. Items for Discussion

- A. Consider City Council Support for a Community Action Center Grant Application related to Emergency Housing in Faribault
- B. Review Draft River Bend Nature Center Agreement
- C. City Hall Improvements Bid Options
- D. Budget Work Session #4 - General Fund, Levies, and Tax Impact
- E. Enterprise Resource Planning (ERP) System Selection Discussion
- F. Update on Downtown (Viaduct Area) Park Project
- G. Review Draft 2023 Early Retirement Incentive Program

3. Future Discussion

4. Adjournment

(The Council may meet as a group for dinner)

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



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Housing and Redevelopment Authority
Tim Murray, City Administrator
FROM: David Wanberg, Community and Economic
Development Director
MEETING DATE: August 15, 2023
SUBJECT: Consider City Council Support for a Community
Action Center Grant Application related to
Emergency Housing in Faribault

Discussion:

In 2021, River Valleys Continuum of Care (CoC) – a community planning group in southeast Minnesota – found that there were 222 unsheltered households in Rice County, of which 65 of the households included children. In addition, the Faribault school district found 39 families in Faribault public schools did not have housing during the 2022-23 school year. Refer to **Exhibit A** for additional information regarding unsheltered households in Faribault. In short, individuals and families in Faribault need short-term emergency housing and support while they work to secure long-term housing solutions.

Community Action Center (CAC) is applying for a Minnesota Department of Human Services grant to acquire property and build and manage emergency housing in Faribault. Based on input from stakeholders, CAC believes that scattered emergency housing provides the best solution to address current and projected emergency housing needs.

CAC asked city staff to identify two to three potential residential sites - each of which could accommodate a duplex with three bedrooms in each unit. CAC is modeling the proposed duplex based on their Hillcrest Village development in Northfield (see **Exhibit B**). Each unit would accommodate one individual or one family. A single, three-bedroom unit would not accommodate three unrelated individuals.

The CAC model would allow individuals and families needing emergency housing to stay in a unit from one to ninety days. During that period, CAC staff would work with the household to find long-term housing solutions and direct residents to other support services. Neither city staff nor the

Housing and Redevelopment Authority (HRA) would be responsible for owning or managing the properties. However, CAC requests that the HRA and the City Council support CAC's grant application by approving a resolution of support and providing other support, which may include the HRA buying down the cost of land and building permits.

The City and HRA have little developable land. However, city staff identified the following two sites that the HRA and City Council could consider working with CAC for their proposed emergency housing:

1. **21 1st Street NW.** In 2019, the City acquired two residential parcels at the southeast intersection of 1st Avenue NW and 1st Street NW. The City marketed the parcels for redevelopment but has not yet received an offer for the land. The property is undeveloped and in the Central Business District (CBD) and Heritage Preservation District. The east parcel has an area of 6,000 square feet and is adjacent to Crown Apartments, and the west parcel has an area of 10,500 square feet. The City Council could continue to market the west parcel for development and negotiate with CAC on the east parcel for emergency housing. Any standalone residential development on these parcels requires a conditional use permit or rezoning. Refer to **Exhibit C** for a conceptual layout of a CAC duplex on the east parcel.
2. **State Avenue and Division Street.** The City originally acquired the residential property at the northwest corner of State Avenue and Division Street to facilitate the extension of State Avenue to State Highway 60/1st Street NE. The City Council then transferred the property to the HRA, and the HRA transferred the property to the Chamber Trust to develop a model home for workforce housing. The Trust's plan for a model workforce home at the site fell through. Therefore, the Trust is willing to transfer the property back to the HRA, so the HRA could then transfer the property to CAC for emergency housing. Any residential development on this site will likely require setback variances due to the unusual shape of the parcel. Refer to **Exhibit D** for a conceptual layout of a CAC duplex on the site.
3. **Other Potential Sites.** CAC, Rice County, and others are exploring other potential sites for emergency housing. However, we are unable to share any additional information at this time.

CAC's grant application is due on September 21, 2023. With community support, CAC feels it has an excellent opportunity to receive a grant from the Minnesota Department of Human Services. Presuming CAC receives a grant, the City, the HRA, and CAC must address outstanding issues. For example, the City may want to adopt specific development standards for emergency housing or perhaps require a conditional-use

permit. Representatives from CAC will be at the Council work session to provide an overview of their emergency housing efforts. John Sherwin, Police Chief, will be available to share a police perspective on Faribault's homelessness issues.

The HRA is meeting on Monday, August 14, to consider a resolution supporting CAC's grant application. City staff will update the Council on the HRA's August 14 action. At its August 15 work session, the City Council should provide direction on the following:

1. Is the Council willing to approve a resolution supporting CAC's efforts to provide emergency housing in Faribault? If so, city staff will prepare the resolution for Council action on August 22.
2. Presuming CAC receives a Minnesota Department of Human Services grant, is the City Council receptive to transferring the east lot at 21 1st Street NW to CAC to develop a duplex for emergency housing? If so, is City Council willing to consider options other than full-market value for the land?
3. Does the Council feel emergency housing should have special zoning or other regulations, or does the Council want to treat emergency housing like any other housing?

Attachments:

1. Exhibit A
2. Exhibit B
3. Exhibit C
4. Exhibit D

EXHIBIT A OVERVIEW OF UNSHELTERED HOUSEHOLDS IN RICE COUNTY



Scattered-Site Emergency Housing

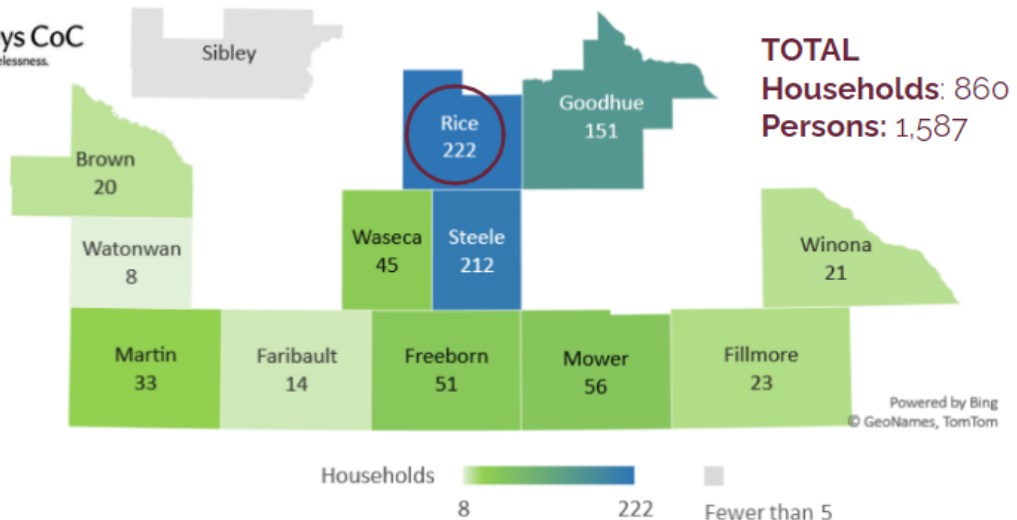
A bridge to housing stability.



Community Action Center

Homeless Households as identified by Coordinated Entry

January 1-December 31, 2021



Youth & Families with Children

January 1-December 31, 2021

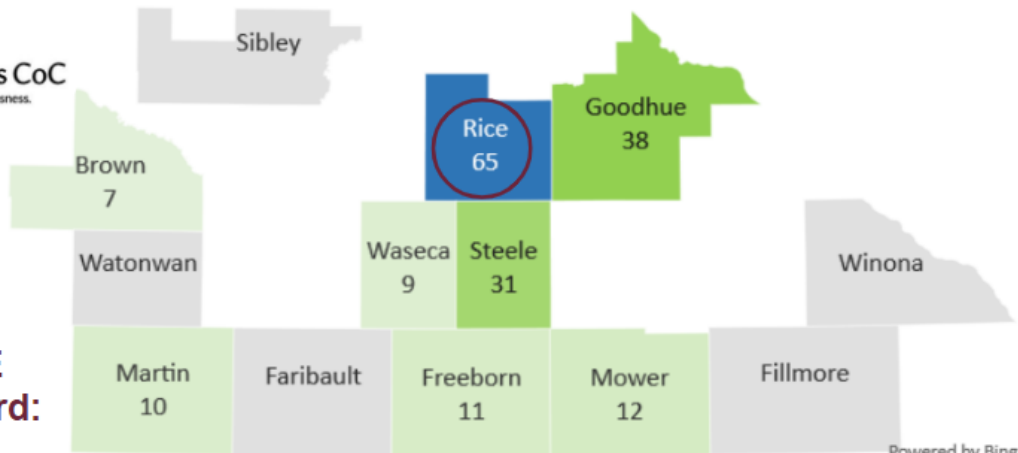


22-23 MDE Report Card:

FPS: 35

NPS: 9

Other: 0



Powered by Bing
© GeoNames, TomTom

Households 7 38 65 Fewer than 5

EXHIBIT B
**OVERVIEW OF HILLCREST VILLAGE HOUSING IN NORTHFIELD AND
PROPOSED EMERGENCY HOUSING MODEL IN FARIBAULT**

CAC Housing Experience

-  Eviction Prevention
-  Emergency Shelter
-  Supportive Housing
-  Affordable Housing
-  Sustainable Housing



Hillcrest Village Quick Facts

- 17 rentals / 6 buildings
- Mixed use of emergency (free), supportive (subsidized), and workforce (market) housing
- Locally fundraised, financed and built
- Total project cost - \$5,250,000
- 62% reduction in energy use compared to new high-quality construction

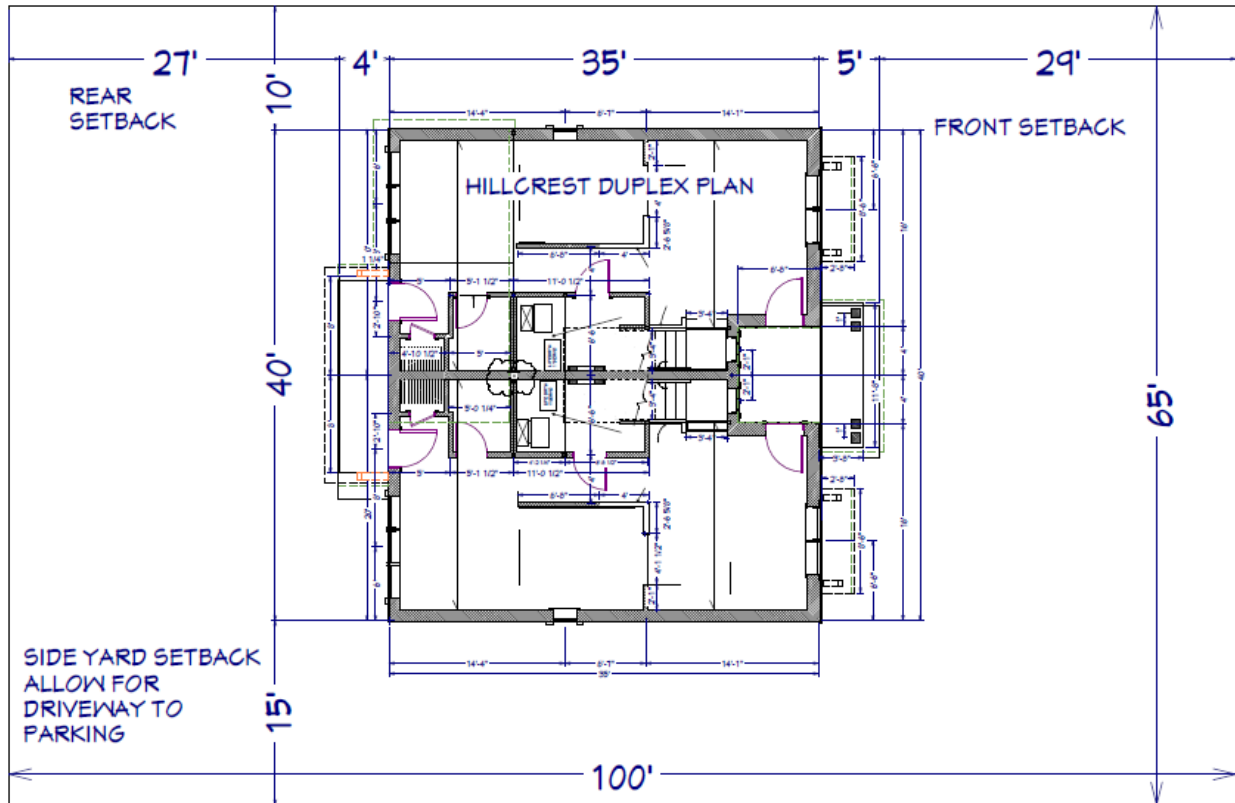
2022 Builder of the Year - Xcel Energy Top Electric Saver

MN DHS Funding Opportunity



Ideal Proposal:

- City/County/CAC Partnership
- In-kind bare land & fee reduction = 10% of request
- Net-zero energy



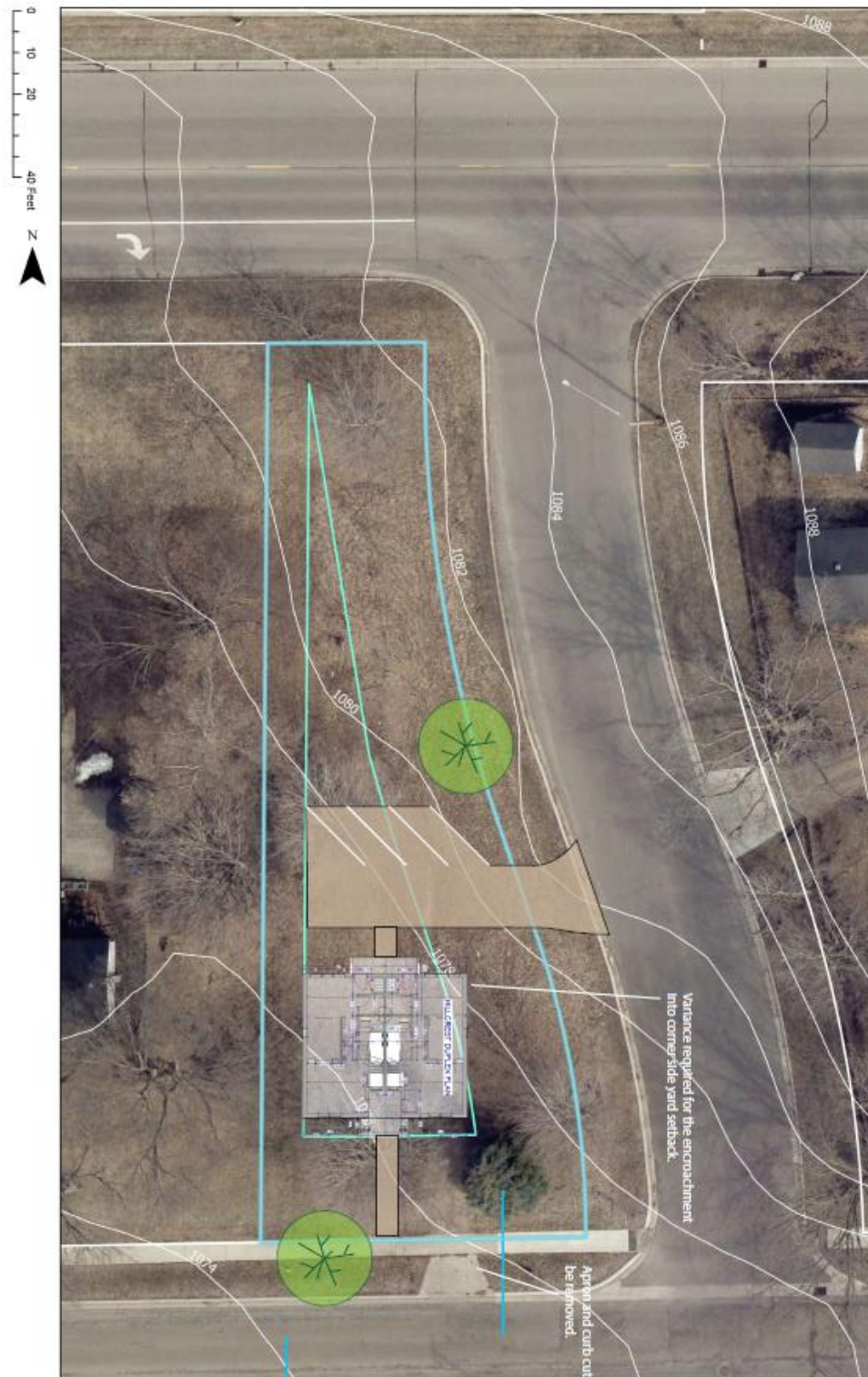
DUPLEX EXAMPLE CHECK ALL REQUIREMENTS WITH ZONING OFFICIAL

EXHIBIT C

CONCEPTUAL LAYOUT OF EMERGENCY HOUSING DUPLEX AT 21 1ST STREET NW



EXHIBIT D
CONCEPTUAL LAYOUT OF EMERGENCY HOUSING DUPLEX AT
STATE AVENUE AND DIVISIONS STREET





Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: August 15, 2023
SUBJECT: Review Draft River Bend Nature Center Agreement

Discussion:

River Bend Nature Center (RBNC) contacted the City to request to update the operating agreement and to request funding to assist with needed capital repairs. They met with the City Council on April 18, 2023. Prior to that meeting, City Administrator Tim Murray and Parks and Recreation Director Paul Peanasky met with RBNC Director Brad Bourn and members of the RBNC Board to discuss potential changes to the operating agreement. After the April meeting, the discussed updates were added as revisions to the agreement. A revised draft agreement is attached.

The current operating agreement has been in place since January of 2014. RBNC asked for some changes in the agreement as well as some funding to make capital improvements. RBNC has fallen behind on a number of projects which will be discussed further at the work session. Director Brad Bourn will be at the meeting to present his proposal regarding changes and funding.

Attached are regarding the agreement from the City Administrator, City Engineer and Public Works Director.

Attachments:

1. Email with Changes Noted
2. 2014 Agreement
3. Draft Agreement
4. Draft CIP
5. CA comments
6. City Engineer Comments
7. Public Works Comments

From: [Brad Bourn](#)
To: [Tim Murray](#); [Paul Peanasky](#)
Subject: Revised River Bend agreement and capital plan
Date: Wednesday, July 12, 2023 4:03:01 PM
Attachments: [Draft CIP - Sheet1 \(2\).pdf](#)
[City agreement 2014 \(6\).pdf](#)
[2023-07-12 RBNC Draft City Agreement.docx](#)

Hi Tim and Paul-

My apologies for the delay. Paul and I met a few weeks back and I had to run a few additional revisions to my board.

Attached, please find a draft revised operating agreement and lease between the City of Faribault and River Bend Nature Center 501(c)3 for the operation of grounds of River Bend Nature Center. We have also included the original operating agreement. We can provide a redlined copy but thought that a clean copy would provide more clarity. This draft was prepared in consultation with [Paul Peanasky](#) and we believe it is ready for review by the City Attorney and your office.

Summary of changes:

Substantive changes:

1. Contribution from City: Inclusion of a one time investment of \$300,000 from the City of Faribault towards the completion of River Bend's 5-year CIP plan. This is described in Article IV paragraph 4 "City's Repair and Maintenance Responsibilities." I've also included a draft 5-year CIP that has had some revisions since it was first transmitted in February. River Bend will present our 5-year CIP annually to the city.
2. Adding parking lots and bridges to City's responsibilities. This is described in Article IV paragraph 4 "City's Repair and Maintenance Responsibilities." River Bend knows and agrees that the City should not be responsible for the old "Cherry Trail" bridge.
3. Defining the Term of the agreement: This is described in Article VI paragraph 1 "Termination." The previous agreement was open ended with either party being able to exit the agreement with 60 days notice. We've added language for the agreement to last for twenty years followed by automatic, 5-year renewal terms.

Other changes of note:

1. Adding a section in Article 2, paragraph 1 outlining River Bend's authority to oversee(in consultation with the city) management and design of trails, natural resource plans, and future amenities. As discussed, River Bend is interested in pursuing regional park and trail designation. This will require creating a new master plan. River Bend would like to lead this work but will require technical assistance from the city. We also believe this language allows us to plan for

potential new buildings, capital campaigns, etc. and keeps the city “in the loop” while doing so.

2. Adding a section in Article 2, paragraph 2 stating that the City will cooperate and provide occasional technical expertise and assistance where feasible caring for the nature center grounds and infrastructure. This mirrors the note above and will be necessary in completing the regional park designation. We also believe this codifies into the agreement a good working relationship that the City and RBNC have built over the years.
3. Series of minor Article III changes:
There are a series of changes in this section that remove specific calendar dates, dollar amounts of financial reserves, and financial reporting requirements. The original agreement contains dates and specifics that may no longer be relevant to the City’s current or future business/budget cycles. Removing specific date requirements gives current and future leadership of both parties to set time tables that work for both.
4. Addition of an RBNC right to sublet portions of the property with City permission. Article IV, paragraph 9. In the current agreement, RBNC cannot sublet. This changes gives us the ability to sublet with permission of the City. River Bend would like the freedom to explore things like equipment rental or food concessionaires.

Other questions:

-There are sections we’d like the City to review for additional input.

In the recital section, we would like to compare notes on the nature center lease, and the total acreage of parcels that make up River Bend. According to the Beacon website, the acreage total doesn’t match the recital.

-We’d like to make sure that the Insurance and Liability section still makes sense to both parties.

Brad Bourn (He/His/Him)
Executive Director
River Bend Nature Center
1000 Rustad Road
PO Box 186
Faribault, MN 55021

phone 507-332-7151
cell 612-423-9901
<http://www.rbnc.org/>

The mission of River Bend Nature Center is to "help people discover, enjoy, understand and preserve the incredible natural world that surrounds us."

**RIVER BEND NATURE CENTER
LEASE AND OPERATING AGREEMENT**

This Lease and Operating Agreement (this "Agreement") is entered into effective as of this 28th day of January, 2014 (the "Effective Date") by and between the City of Faribault, a Minnesota municipal corporation (the "City") and River Bend Nature Center, Inc., a Minnesota nonprofit corporation ("River Bend").

RECITALS

WITNESSETH:

WHEREAS, River Bend Nature Center is a nature center in the City of Faribault that has various buildings, structures, and amenities, including, but not limited to, an interpretive center, trailside center, trails and scenic overlooks, access roads, picnic areas, orienteering courses, an amphitheater, an outdoor play structure, a canoe landing, and docks (the "Nature Center"); and

WHEREAS, the Nature Center began in 1975 when the City of Faribault City Council passed a resolution asking the State of Minnesota to deed unused land of the Faribault State Hospital to the City for the development of the Nature Center; and

WHEREAS, in 1977, the State authorized 536 acres of land to be leased to the City for a "nature interpretive center" and the City also received a grant from the State to develop an access road, parking lot, trailside shelter, restrooms and trails for the Nature Center; and

WHEREAS, River Bend was incorporated in 1978 as the "Faribault Nature Interpretive Center, Inc." and upon the development of the Nature Center, the City and River Bend entered into several agreements detailing each party's responsibilities for the use and operation of the Nature Center; and

WHEREAS, in 1983, the City and River Bend entered into a lease agreement with The Nature Conservancy to lease The Nature Conservancy's land for the Nature Center; and

WHEREAS, throughout the 1980's and 1990's, the City acquired additional property from area property owners for the Nature Center and also leased additional property from the State; and

WHEREAS, in 1998, the property leased to the City from the State for the Nature Center was conveyed to the City; and

WHEREAS, the Nature Center now consists of 626 acres of property owned by the City which is legally described on the attached Exhibit A (the "City Property") and 54.7 acres of property owned by The Nature Conservancy that is jointly leased from The Nature Conservancy by the City and River Bend which is legally described on the attached Exhibit B ("The Nature Conservancy Property"); and

WHEREAS, the City and River Bend now wish to consolidate the agreements that they have entered into in the past concerning the Nature Center into one all-encompassing agreement; and

WHEREAS, the City and River Bend desire that the relationship between the parties be governed by Minnesota Statutes, Sections 471.16 and 471.191, and any other relevant statutes.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I PREVIOUS AGREEMENTS

1. Repeal of Previous Agreements. The parties agree that this Agreement shall repeal and replace all operating agreements between the City and River Bend, including, but not limited to, the following:

- a. 1987 Operating Agreement;
- b. 1989 Supplemental Loan Agreement;
- c. 1989 Pledge and Assignment Agreement;
- d. 1990 Grant Agreement;
- e. 1992 Operating Agreement;
- f. 1992 Supplementary Loan Agreement;
- g. 1992 Pledge and Assignment Agreement; and
- h. Operating Plan for the Interpretive Center as adopted by River Bend.

ARTICLE II OPERATIONS

1. River Bend Responsibilities.

- a. River Bend shall manage and operate the Property as a nature center pursuant to the City's operating rules, ordinances, and regulations. The City and River Bend agree to cooperate in the management and operation of the Property as a nature center. River Bend shall prepare a five-year maintenance and management plan for the Property that shall be provided to the City at the time the budget and financial disclosures set forth in Article III of this Agreement are provided. The City reserves the right to determine the level, method, and priority of maintenance of all Nature Center land and facilities.
- b. River Bend must make available to the public a variety of programs at the Nature Center for the education and enjoyment of people of all ages. River Bend may determine the type, frequency, and content of all of its programs.

- c. River Bend shall be responsible for hiring employees to administer and support the programs at the Nature Center. River Bend shall be responsible for compensating its employees and paying for any employee benefits.
- d. River Bend shall include one member of the City Council as a voting member on its Board of Directors. The City is responsible for selecting the particular council member who is to serve on the River Bend Board of Directors.
- e. In conducting its operations, River Bend shall abide by all state and federal laws and regulations and City ordinances. River Bend may recommend to the City Council the adoption of rules and regulations, as shall be deemed appropriate, prescribing the use of the Nature Center and the conduct of persons upon the premises. Rules and regulations pertaining to the Nature Center, which have been adopted by resolution of the City Council shall have the force of law. All duly adopted rules and regulations governing the use of the Nature Center shall be conspicuously posted by River Bend on the premises. Rules and regulations of general application shall be posted at the entrance of the Nature Center and those of special application shall be posted in the specific area of the Nature Center to which they apply.
- f. River Bend shall comply with all terms and conditions of The Nature Conservancy Management Lease dated January 1, 1996 that River Bend jointly entered into with the City in order to lease The Nature Conservancy Property for the Nature Center and any successor leases and agreements.

2. City Obligations.

- a. The City shall comply with all terms and conditions of The Nature Conservancy Management Lease dated January 1, 1996 that the City jointly entered into with River Bend in order to lease The Nature Conservancy Property for the Nature Center and any successor leases and agreements.

ARTICLE III FINANCIAL

1. Budget. River Bend agrees to operate within a balanced budget plan. River Bend shall take all actions necessary to assure that its annual operating expenditures do not exceed annual operating revenues. River Bend must provide the City with financial status reports as required by the City. By August 1st of each year and consistent with the City's budget cycle, River Bend must provide the City with any revised budget projections detailing any actions required to assure a balanced budget. River Bend shall submit an annual operating budget to the City by December 1st for the upcoming fiscal year.

2. Financial Disclosures. River Bend agrees to provide the City with a complete disclosure of its fully-audited financial resources in conjunction with its financial status reports on an annual basis. The City also has the right to request that River Bend provide an audit of River

Bend's investments, receivables and payables so as to allow the City to verify the accuracy of River Bend's bi-monthly financial status reports. Such audit will be at the sole cost of the City.

3. Endowment. River Bend shall maintain a minimum building endowment of \$150,000 to assure and provide for proper maintenance of the interpretive center and other Nature Center facilities. Notwithstanding the foregoing statement and requirement, River Bend may utilize an amount up to \$40,000.00 of the building endowment to facilitate the maintenance/reconstruction of the parking lots as required by Article IV, Paragraph 5 of this Agreement. Once the parking lots have been maintained/reconstructed as herein referenced, the minimum building endowment amount required to be maintained shall be reduced by the amount actually expended to maintain/reconstruct the parking lots, but such amount shall not exceed \$40,000.00. The annual interest earnings of the endowment may be used by River Bend for operating expenses or building maintenance costs.

4. Tax Exempt Status. River Bend covenants and agrees that the Nature Center is, and shall remain for the duration of this Agreement, exempt from all ad valorem and other real estate taxes. River Bend shall indemnify and defend the City from and against any and all liability, including, without limitation, attorneys' fees and expenses, in the event of any loss by the Nature Center of its tax exempt status. This section shall survive any expiration or termination of this Agreement.

ARTICLE IV LEASE OF CITY PROPERTY

1. Lease of City Property. The City hereby exclusively leases the City Property to River Bend.

2. Use of the City Property. River Bend shall use the City Property for Nature Center uses and for no other uses whatsoever. River Bend agrees that throughout the term of this Agreement, it shall not use the City Property for the storage, handling, transportation or disposal of any Hazardous Substances. "Hazardous Substances" for purposes of this Agreement shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated or classified under any Environmental Law of other applicable federal, state or local laws and the regulations promulgated thereunder as: (i) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), the Federal Water Pollution Control Act, 33 U.S.C. §1321(14), as now or hereafter amended; (ii) a "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903(5), 6921, as now or hereafter amended; (iii) toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1) as now or hereafter amended; (iv) a "hazardous air pollutant" under Section 112 of the Clean Air Act, 42 U.S.C. §7412(a)(6), as now or hereafter amended; (v) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. §5102(2), as now or hereafter amended; (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances or regulations, as now or as may be

passed or promulgated in the future. "Hazardous Substances" shall also mean any substance that after release into the environment or upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde.

3. Use of Nature Center Property. River Bend shall provide the City with free use of the interpretive center and other Nature Center facilities and property for public purposes, provided that the City's use does not conflict with a scheduled River Bend program and such use is not contrary with the mission of River Bend.

4. City's Repair and Maintenance Responsibilities. The City agrees to maintain in good condition and repair and replace, if necessary, at its expense and without reimbursement or contribution by River Bend, the following Nature Center facilities: (a) roads and (b) snow plowing of roads and parking lots. All repairs and maintenance by the City will occur with reasonable promptness and without unreasonable interference with, or disturbance of, the use and enjoyment of the Nature Center by River Bend and its invitees.

5. River Bend Repair and Maintenance Responsibilities. River Bend agrees to maintain in good condition and repair and replace, if necessary, at its expense and without reimbursement or contribution by the City, all other Nature Center facilities, improvements, personal property, furnishings, fixtures and equipment including, but not limited to the following: (a) the Interpretive Center; (b) the Trailside Center; (c) trails; (d) restrooms; (e) signs; (f) the canoe landing; (g) campsite facilities; (h) kiosks; (i) decks; (j) the storage garage; (k) the amphitheater; (l) water fountains; (m) the outdoor play structure; (n) docks; and (o) parking lots.

6. Covenant of Title and Quiet Enjoyment. The City represents and warrants that: (a) it has the full right, power, and authority to lease the City Property to River Bend; (b) that with the exception of The Nature Conservancy Lease, no restrictive covenant, easement, lease, sublease, or other written agreement restricts, prohibits, or otherwise affects River Bend's rights set forth in this Agreement, including, without limitation, construction, permitted use or ingress and egress to and from the Nature Center; and (c) River Bend upon performance of the covenants hereunder, shall and may peaceably and quietly have, hold and enjoy the City Property during the term of this Agreement. Additionally, the City will take no action that will interfere with River Bend's intended use of the City Property or ingress or egress to the City Property.

7. Alterations. River Bend shall not make any alterations, improvements, or additions to the City Property without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed.

8. Sub-Letting. River Bend cannot sublet any portion of the City Property.

9. Utilities and Services. River Bend shall be responsible for paying all charges for all utilities, including, but not limited to, water, septic system, sanitary sewer, electricity, natural gas or propane, telephone, Internet, cable/satellite television and garbage and refuse removal.

10. Surrender. Upon the termination of this Agreement, River Bend shall surrender the City Property and remove all debris and personal property of, or created by River Bend. River Bend shall not remove any structures or fixtures.

ARTICLE V INSURANCE AND LIABILITY

1. Indemnification. River Bend shall hold the City harmless from and indemnify and defend the City against any claim or liability arising in any manner from River Bend's use, improvement, and occupancy of the Nature Center, or relating to the death or bodily injury to any person or damage to any personal property present on or located in the Nature Center, including the person and personal property of River Bend's employees and all persons at the Nature Center at River Bend's invitation or sufferance.

2. Personal Property. River Bend shall be responsible for any personal property that it keeps at the Nature Center. River Bend agrees to hold the City harmless from any and all loss or damage to its personal property.

3. Insurance. **[This Section needs to be reviewed and finalized with the LMCIT.]**

- a. Insurance to be Maintained by River Bend. River Bend shall be responsible for obtaining and maintaining public liability insurance providing coverage against claims for bodily injury, death and personal property damage occurring at the Nature Center as a result of its operation of the Nature Center. Coverage shall be maintained at a minimum of \$1,500,000 each occurrence. River Bend shall name the City as an additional insured. A certificate of insurance shall be provided to the City on an annual basis. Such policy or policies shall provide that 30 days written notice must be given to the City prior to cancellation thereof. River Bend shall furnish evidence satisfactory to the City at the time this Agreement is executed that such coverage is in full force and effect. River Bend shall also maintain workers' compensation insurance for its employees.
- b. Insurance to be Maintained by the City. The City shall be responsible for obtaining and maintaining property and general liability insurance for all land and facilities of the Nature Center.
- c. Subrogation. River Bend and the City release each other from any and all liability which they might have against the other or any one claiming through or under them by way of subrogation or otherwise, resulting from the occurrence of any accidents or casualty or loss covered by insurance being carried by the damaged party at the time of such occurrence.

4. Waiver. Nothing in this Agreement shall be deemed to be a waiver by the City or its elected officials of any limitations on or immunities from liability set forth in Minnesota Statutes, Chapter 466 or to which the City or its officials, employees, agents and representatives are otherwise entitled.

5. Independent Contractor Status. All services provided by River Bend and its officers, employees, and agents pursuant to this Agreement shall be provided by such persons as an employee of River Bend or as an independent contractor and not as an employee of the City for any purpose. River Bend shall be responsible for the following with respect to its employees, including, but not limited to: (a) income tax withholding; (b) workers' compensation; (c) unemployment compensation; (d) FICA taxes; and (e) benefits.

ARTICLE VI GENERAL PROVISIONS

1. Termination. Either party may terminate this Agreement by giving the other party 60 days' written notice. Upon termination of this Agreement, the buildings and improvements located on the City Property shall become the sole and exclusive property of the City consistent with this Agreement. River Bend agrees to return all buildings and improvements located on the City Property in a satisfactory condition consistent with this Agreement and River Bend's maintenance and repair obligations as set forth in Article IV, paragraph 4.

2. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the City and River Bend and there are no other agreements, either oral or written, between the parties. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the City or River Bend unless reduced to writing and executed in the same form and manner in which this Agreement is executed.

3. Data Practices Compliance. Data provided to River Bend under this Agreement shall be administered in accordance with Minnesota Statutes Chapter 13 and all data on individuals shall be maintained in accordance with statutory guidelines.

4. Severability. The provisions of this Agreement are expressly severable, and the unenforceability of any provision or provisions hereof shall not affect or impair the enforceability of any other provision or provisions.

5. Choice of Law. The laws of the State of Minnesota shall govern the validity, performance, and enforcement of this Agreement.

6. Notices. Except as otherwise expressly provided in this Agreement, any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by United States Mail or delivered personally to:

(a) River Bend Nature Center, Inc.
1000 Rustad Road
Faribault, MN 55021
Attn: Executive Director

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

7. Recitals. The Recitals set forth in the preamble to this Agreement are incorporated into the Agreement by reference.

8. Annual Review of the Agreement. The City and River Bend agree to provide for the review of this Agreement on an annual basis at the time the budget and financial disclosures set forth in Article III of this Agreement are provided.

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

CITY OF FARIBAULT

By: _____

John R. Jasinski

Its: Mayor

By: _____

Brian J. Anderson

Its: City Administrator

RIVER BEND NATURE CENTER, INC.

By: _____

Ben Van Gundy

Its: _____

Executive Director

By: _____

Its: _____

EXHIBIT A

Legal Description of the City Property

[to be added]

EXHIBIT B

Legal Description of The Nature Conservancy Property

[to be added]

RIVER BEND NATURE CENTER LEASE AND OPERATING AGREEMENT

This Lease and Operating Agreement (this "Agreement") is entered into effective as of this ____ day of _____, 2023 (the "Effective Date") by and between the City of Faribault, a Minnesota municipal¹ corporation (the "City") and River Bend Nature Center, Inc., a Minnesota nonprofit corporation ("River Bend").

RECITALS

[to be reviewed by City]

WITNESSETH:

WHEREAS, River Bend Nature Center is a unique nature interpretive center and outdoor amenity located in the City of Faribault that has various buildings, structures, and amenities, including, but not limited to, an interpretive center, trailside center, bridges, trails and scenic overlooks, access road, picnic areas, orienteering courses, an amphitheater, and outdoor play areas (the "Nature Center"); and

WHEREAS, the Nature Center began in 1975 when the City of Faribault City Council passed a resolution asking the State of Minnesota to deed unused land of the Faribault State Hospital to the City for the development of the Nature Center; and

WHEREAS, in 1977, the State authorized 536 acres of land to be leased to the City for a "nature interpretive center" and the City also received a grant from the State to develop an access road, parking lot, trailside shelter, restrooms and trails for the Nature Center; and

WHEREAS, the **501(c)3 organization named** River Bend Nature Center was incorporated in 1978 as the "Faribault Nature Interpretive Center, Inc." for the purposes of supporting, educating, operating, managing, and securing funds for the Nature Center on behalf of and in cooperation with the City of Faribault; and

WHEREAS, upon the development of the Nature Center, the City and River Bend entered into several agreements detailing each party's responsibilities for the use and operation of the Nature Center; and

WHEREAS, in 1983, the City and River Bend entered into a lease agreement with The Nature Conservancy to lease The Nature Conservancy's land for the Nature Center; and

WHEREAS, throughout the 1980's and 1990's, the City acquired additional property from area property owners for the Nature Center and also leased additional property from the State; and

WHEREAS, in 1998, the property leased to the City from the State for the Nature Center was conveyed to the City; and

WHEREAS, in 2000, River Bend Nature Center received ownership of 33.6 acres of land from adjacent property owners; and

WHEREAS, the Nature Center now consists of 792 acres of property owned by the City which is legally described on the attached Exhibit A (the "City Property"), 70.7 acres of property owned by The Nature Conservancy that is jointly leased from The Nature Conservancy by the City and River Bend which is legally described on the attached Exhibit B ("The Nature Conservancy Property"), and 34.6 acres of property owned by River Bend Nature Center which is legally described on the attached Exhibit C ("The River Bend Nature Center Property"); and

WHEREAS, the City and River Bend now wish to consolidate the agreements that they have entered into in the past concerning the Nature Center into one all-encompassing Lease and Operating Agreement; and

WHEREAS, the City and River Bend desire that the relationship between the parties be governed by Minnesota Statutes, Sections 471.16, 471.191, 466.03 subd e and f and any other relevant statutes.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I PREVIOUS AGREEMENTS

[to be reviewed by City]

1. Repeal of Previous Agreements. The parties agree that this Agreement shall repeal and replace all operating agreements between the City and River Bend, including, but not limited to, the following:

- a. 1987 Operating Agreement;
- b. 1989 Supplemental Loan Agreement;
- c. 1989 Pledge and Assignment Agreement;
- d. 1990 Grant Agreement;
- e. 1992 Operating Agreement;
- f. 1992 Supplementary Loan Agreement;
- g. 1992 Pledge and Assignment Agreement; and
- h. Operating Plan for the Interpretive Center as adopted by River Bend.
- i. River Bend Nature Center Lease and Operating Agreement dated January 28th, 2014

ARTICLE II OPERATIONS

1. River Bend Responsibilities.

- a. River Bend shall manage and operate the Property as a Nature Center pursuant to the City's operating rules, ordinances, and regulations. The City and River Bend agree to cooperate in the management, operation, and maintenance of the Property as a Nature Center. River Bend shall prepare a five-year maintenance and management plan for the Property that shall be provided to the City at the time the budget and financial disclosures set forth in Article III of this Agreement are provided.

- b. River Bend must make available to the public a variety of programs at the Nature Center for the education and enjoyment of people of all ages. River Bend may determine the type, frequency, and content of all of its programs.
- c. River Bend shall be responsible for hiring employees to administer and support the programs at the Nature Center. River Bend shall be responsible for compensating its employees and paying for any employee benefits.
- d. River Bend shall include one member of the City Council as a voting member on its Board of Directors. The City is responsible for selecting the particular council member who is to serve on the River Bend Board of Directors.
- e. In conducting its operations, River Bend shall abide by all state and federal laws and regulations and City ordinances. River Bend may recommend to the City Council the adoption of rules and regulations, as shall be deemed appropriate, prescribing the use of the Nature Center and the conduct of persons upon the premises. Rules and regulations pertaining to the Nature Center, which have been adopted by resolution of the City Council shall have the force of law. All duly adopted rules and regulations governing the use of the Nature Center shall be conspicuously posted by River Bend on the premises. Rules and regulations of general application shall be posted at the entrance of the Nature Center and those of special application shall be posted in the specific area of the Nature Center to which they apply.
- f. River Bend shall comply with all terms and conditions of The Nature Conservancy Management Lease dated January 1, 1996 that River Bend jointly entered into with the City in order to lease The Nature Conservancy Property for the Nature Center and any successor leases and agreements.
- g. River Bend shall, in consultation with the City, oversee the management, maintenance, care of, and design of natural resources, trails, buildings, amenities, and features as may be necessary to operate the Nature Center.
- h. River Bend shall carry out all responsibilities set forth in Article III of this Agreement

2. City Obligations.

- a. The City shall comply with all terms and conditions of The Nature Conservancy Management Lease dated January 1, 1996 that the City jointly entered into with River Bend in order to lease The Nature Conservancy Property for the Nature Center and any successor leases and agreements.
- b. The City shall cooperate and provide occasional technical expertise and assistance in the management, maintenance, care of, and design of natural resources, trails, buildings, amenities, and features as may be necessary and feasible to obtain grant, public, and philanthropic funding.

- c. The City shall carry out all responsibilities set forth in Article III of this Agreement.

ARTICLE III FINANCIAL

1. Budgeting and Reporting. River Bend agrees to develop a balanced annual operating budget plan and present it to the City annually. River Bend shall take all actions feasible to assure that its annual operating expenditures do not exceed annual operating revenues.

In conjunction with its annual operating budget, River Bend shall, with consultation from the City, prepare a five-year maintenance and management plan for the Property that shall be provided to the City at the time of the budget.

River Bend must provide the City with financial status reports as required by the City on an agreed upon schedule. River Bend must provide the City with any revised budget projections detailing any actions required to assure a balanced budget. River Bend shall submit an annual operating budget to the City by an agreed upon date for the upcoming fiscal year.

2. Financial Disclosures. Upon the City's request, River Bend agrees to provide the City with a complete disclosure of its financial status. The City also has the right to request that River Bend provide an audit outside of River Bend's schedule. Such audit will be at the sole expense of the City.

3. Endowments and Reserves. River Bend shall strive to maintain endowments necessary for the operations, growth, capital expenditures, proper maintenance, and emergency repairs required for the successful operation of the Nature Center. Funding level requirements and spending policies of such funds will be established by River Bend in consultation with the City.

4. Tax Exempt Status. River Bend covenants and agrees that the Nature Center is, and shall remain for the duration of this Agreement, exempt from all ad valorem and other real estate taxes. River Bend shall indemnify and defend the City from and against any and all liability, including, without limitation, attorneys' fees and expenses, in the event of any loss by the Nature Center of its tax exempt status. This section shall survive any expiration or termination of this Agreement.

ARTICLE IV LEASE OF CITY PROPERTY

1. Lease of City Property. The City hereby exclusively leases the City Property to River Bend.

2. Use of the City Property. River Bend shall use the City Property for Nature Center uses and for no other uses whatsoever. River Bend agrees that throughout the term of this Agreement, it shall not use the City Property for the storage, handling, transportation or disposal of any Hazardous Substances. "Hazardous Substances" for purposes of this Agreement shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated or classified under any Environmental Law of other applicable federal, state or local laws and the regulations promulgated thereunder as: (i) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), the Federal Water Pollution Control Act, 33 U.S.C. §1321(14), as now or hereafter amended; (ii) a "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903(5), 6921, as

now or hereafter amended; (iii) toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1) as now or hereafter amended; (iv) a "hazardous air pollutant" under Section 112 of the Clean Air Act, 42 U.S.C. §7412(a)(6), as now or hereafter amended; (v) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. §5102(2), as now or hereafter amended; (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances or regulations, as now or as may be passed or promulgated in the future. "Hazardous Substances" shall also mean any substance that after release into the environment or upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde.

3. Use of Nature Center Property. River Bend shall provide the City with free use of the interpretive center and other Nature Center facilities and property for public purposes, provided that the City's use does not conflict with a scheduled River Bend program and such use is not contrary with the mission of River Bend.

4. City's Repair and Maintenance Responsibilities. The City agrees to maintain in good condition and repair and replace, if necessary, the Nature Center facilities, including but not limited to: (a) roads, parking lots, bridges and (b) snow plowing of roads and parking lots. All repairs and maintenance by the City will occur with reasonable promptness and without unreasonable interference with, or disturbance of, the use and enjoyment of the Nature Center by River Bend and its invitees. The City agrees to provide River Bend a fee of Three Hundred Thousand Dollars (\$300,000.00) within ninety days of this agreement for River Bend Repair and Maintenance Responsibilities set forth in Paragraph 5 for the period of January 1, 2024 to December 31, 2028 and then determine with River Bend an appropriate amount for each subsequent 5-year period.

5. River Bend Repair and Maintenance Responsibilities. River Bend agrees to maintain in good condition and repair, all other Nature Center facilities, improvements, personal property, furnishings, fixtures and equipment, including, but not limited to the following: (a) the Interpretive Center; (b) the Trailside Center; (c) trails; (d) restrooms; (e) signs; (f) scenic overlooks; (g) kiosks; (h) decks; (i) the storage garage; (j) the amphitheater; (k) water fountains; (l) the outdoor play areas;

6. Shared City and River Bend Repair and Maintenance Responsibilities. River Bend and the City agree to cooperate to the greatest extent feasible in the solicitation of grant proposals, contract bidding, and other cost saving opportunities to advance the care, repair, maintenance and replacement of River Bend and surrounding park amenities

7. Covenant of Title and Quiet Enjoyment. The City represents and warrants that: (a) it has the full right, power, and authority to lease the City Property to River Bend; (b) that with the exception of The Nature Conservancy Lease, no restrictive covenant, easement, lease, sublease, or other written agreement restricts, prohibits, or otherwise affects River Bend's rights set forth in this Agreement, including, without limitation, construction, permitted use or ingress and egress to and from the Nature Center; and (c) River Bend upon performance of the covenants hereunder, shall and may peaceably and quietly have, hold and enjoy the City Property during the term of this Agreement. Additionally,

the City will take no action that will interfere with River Bend's intended use of the City Property or ingress or egress to the City Property.

8. Alterations. River Bend shall not make any alterations, improvements, or additions to the City Property without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed.

9. Sub-Letting. River Bend cannot sublet any portion of the City Property without prior written approval of the City, which approval shall not be unreasonably withheld or delayed.

10. Utilities and Services. River Bend shall be responsible for paying all charges for all utilities, including, but not limited to, water, septic system, sanitary sewer, electricity, natural gas or propane, telephone, Internet, cable/satellite television and garbage and refuse removal.

11. Surrender. Upon the termination of this Agreement, River Bend shall sun-ender the City Property and remove all debris and personal property of, or created by River Bend. River Bend shall not remove any structures or fixtures.

ARTICLE V INSURANCE AND LIABILITY

[Section to be reviewed by legal and insurance]

1. Indemnification. River Bend shall hold the City harmless from and indemnify and defend the City against any claim or liability arising in any manner from River Bend's use, improvement, and occupancy of the Nature Center, or relating to the death or bodily injury to any person or damage to any personal property present on or located in the Nature Center, including the person and personal property of River Bend's employees and all persons at the Nature Center at River Bend's invitation or sufferance.

2. Personal Property. River Bend shall be responsible for any personal property that it keeps at the Nature Center. River Bend agrees to hold the City harmless from any and all loss or damage to its personal property.

3. Insurance. **[This Section needs to be reviewed and finalized with the LMCIT.]**

- a. Insurance to be Maintained by River Bend. River Bend shall be responsible for obtaining and maintaining public liability insurance providing coverage against claims for bodily injury, death and personal property damage occurring at the Nature Center as a result of its operation of the Coverage shall be maintained at a minimum of \$1,500,000 each occurrence. River Bend shall name the City as an additional insured. A certificate of insurance shall be provided to the City on an annual basis. Such policy or policies shall provide that 30 days written notice must be given to the City prior to cancellation thereof. River Bend shall furnish evidence satisfactory to the City at the time this Agreement is executed that such coverage is in full force and effect. River Bend shall also maintain workers' compensation insurance for its employees.
- b. Insurance to be Maintained by the City. The City shall be responsible for obtaining and maintaining property and general liability insurance for all land and facilities of the Nature Center.

- c. Subrogation. River Bend and the City release each other from any and all liability which they might have against the other or any one claiming through or under them by way of subrogation or otherwise, resulting from the occurrence of any accidents or casualty or loss covered by insurance being carried by the damaged party at the time of such occurrence.
4. Waiver. Nothing in this Agreement shall be deemed to be a waiver by the City or its elected officials of any limitations on or immunities from liability set forth in Minnesota Statutes, Chapter 466 or to which the City or its officials, employees, agents and representatives are otherwise entitled.
5. Independent Contractor Status. All services provided by River Bend and its officers, employees, and agents pursuant to this Agreement shall be provided by such persons as an employee of River Bend or as an independent contractor and not as an employee of the City for any purpose. River Bend shall be responsible for the following with respect to its employees, including, but not limited to: (a) income tax withholding; (b) workers' compensation; (c) unemployment compensation; (d) FICA taxes; and (e) benefits.

ARTICLE VI GENERAL PROVISIONS

1. Termination. Either party may terminate this Agreement by giving the other party one year advance written notice prior to the end of any applicable term. The term of this Agreement shall be 20 years from the date hereof, and automatically renew for 5-year periods. Upon termination of this Agreement, the buildings and improvements located on the City Property shall become the sole and exclusive property of the City consistent with this Agreement. River Bend agrees to return all buildings and improvements located on the City Property in a satisfactory condition consistent with this Agreement and River Bend's maintenance and repair obligations as set forth herein.
2. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the City and River Bend and there are no other agreements, either oral or written, between the parties. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the City or River Bend unless reduced to writing and executed in the same form and manner in which this Agreement is executed.
3. Data Practices Compliance. Data provided to River Bend under this Agreement shall be administered in accordance with Minnesota Statutes Chapter 13 and all data on individuals shall be maintained in accordance with statutory guidelines.
4. Severability. The provisions of this Agreement are expressly severable, and the unenforceability of any provision or provisions hereof shall not affect or impair the enforceability of any other provision or provisions.
5. Choice of Law. The laws of the State of Minnesota shall govern the validity, performance, and enforcement of this Agreement.
6. Notices. Except as otherwise expressly provided in this Agreement, any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or

delivered if it is dispatched by United States Mail or delivered personally to:

(a) River Bend Nature Center, Inc.
1000 Rustad Road
Faribault, MN 55021 Attn:
Executive Director

(b) City of Faribault
208 1st Avenue NW
Faribault, MN 55021 'Attn:
City Administrator

7. Recitals. The Recitals set forth in the preamble to this Agreement are incorporated into the Agreement by reference.

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

CITY OF FARIBAULT

By: _____

Its: _____

By: _____

Its: _____

RIVER BEND NATURE CENTER

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT A

Legal Description of the City Property

[to be added]

EXHIBIT B

Legal Description of The Nature Conservancy Property

[to be added]

EXHIBIT C

[to be added]

			2024 Following Revised Agreement		2025 Following Revised Agreement		2026 Following Revised Agreement		2027 Following Revised Agreement		2028 Following Revised Agreement	
			Amount	Purpose	Amount	Purpose	Amount	Purpose	Amount	Purpose	Amount	Purpose
Total Capital Budget			\$216,660.00		\$208,480.00		\$411,000.00		\$4,558,480.00		\$1,558,480.00	
Buildings												
Interpretive Center			\$9,500.00	Electrical and plumbing upgrades	\$45,000.00	paint, flooring, displays,	\$21,000.00	HVAC replacement	\$4,500,000.00	Interpretive Center expansion		
Trailside			\$17,000.00	electric upgrade, cosmetic improvements							\$1,500,000.00	Trailside rehabilitation
Potential future site/rebuild			\$18,000.00	needs assesment/feesability study/Strategic Planning								
			\$100,000.00	Solar installation and Roof replacement of Interpretive Center								
Trail network			\$22,160.00	Trail maintenance/repair of unpaved network Trail re-design to remove damaged bridge	\$68,480.00	Trail maintenance/repair of unpaved network Bridge removal and trail re-alignment	\$350,000.00	Paved trail reconstruction Trail maintenance/repair of unpaved network	\$18,480.00	Trail maintenance/repair of unpaved and unpaved network	\$18,480.00	Trail maintenance/repair of unpaved and unpaved network
Ampitheater												
Bridges and Boardwalks												
Play structures												
Equipment (over \$1,000)			\$0.00		\$25,000.00	Golf cart / Gator replacements and Track Wheelchair						
Natural Resource Management			\$40,000.00	Invasive control, prairie mgt, Ash Mgt Plan	\$40,000.00	Invasive control, prairie mgt, Ash Mgt Plan	\$40,000.00	Invasive control, prairie mgt, Ash Mgt Plan	\$40,000.00	Invasive control, prairie mgt, Ash Mgt Plan	\$40,000.00	Invasive control, prairie mgt, Ash Mgt Plan
Education and Interpretive			\$10,000.00	Interpretive plan phase 1	\$30,000.00	Implementation of Interpretive plan Signage, audio description, translation						
Benches, tables, and memorials												
Exterior visitor signs												

From: Tim Murray <tmurray@ci.faribault.mn.us>
Sent: Friday, August 11, 2023 9:41 AM
To: Paul Peanasky <ppeanasky@ci.faribault.mn.us>
Subject: RE: Revised River Bend agreement and capital plan

I would just add one more at this time---the agreement should not include language regarding presumed, subsequent funding support by the City for RBNC-responsible improvements (last sentence of Article IV, Paragraph 4).

From: Tim Murray <tmurray@ci.faribault.mn.us>
Sent: Thursday, July 13, 2023 7:08 AM
To: Paul Peanasky <ppeanasky@ci.faribault.mn.us>
Cc: Jeanne Schmuck <jschmuck@ci.faribault.mn.us>
Subject: FW: Revised River Bend agreement and capital plan

Paul

Please let me know when you want to bring back to work session for review/discussion.
Regarding the request for \$300k from the City, I have that budgeted as \$60k per year from 2024-2028, and I would recommend it be a reimbursement when documentation is provided that the capital improvement work is completed.

Thanks,

Tim

**RIVER BEND NATURE CENTER LEASE
AND OPERATING AGREEMENT**

This Lease and Operating Agreement (this "Agreement") is entered into effective as of this ____ day of _____, 2023 (the "Effective Date") by and between the City of Faribault, a Minnesota municipal¹ corporation (the "City") and River Bend Nature Center, Inc., a Minnesota nonprofit corporation ("River Bend").

RECITALS

[to be reviewed by City]

WITNESSETH:

WHEREAS, River Bend Nature Center is a unique nature interpretive center and outdoor amenity located in the City of Faribault that has various buildings, structures, and amenities, including, but not limited to, an interpretive center, trailside center, bridges, trails and scenic overlooks, access road, picnic areas, orienteering courses, an amphitheater, and outdoor play areas (the "Nature Center"); and

WHEREAS, the Nature Center began in 1975 when the City of Faribault City Council passed a resolution asking the State of Minnesota to deed unused land of the Faribault State Hospital to the City for the development of the Nature Center; and

WHEREAS, in 1977, the State authorized 536 acres of land to be leased to the City for a "nature interpretive center" and the City also received a grant from the State to develop an access road, parking lot, trailside shelter, restrooms and trails for the Nature Center; and

WHEREAS, the 501(c)3 organization named River Bend Nature Center was incorporated in 1978 as the "Faribault Nature Interpretive Center, Inc." for the purposes of supporting, educating, operating, managing, and securing funds for the Nature Center on behalf of and in cooperation with the City of Faribault; and

Commented [MD1]: I assume this quote is from their incorporating articles?

WHEREAS, upon the development of the Nature Center, the City and River Bend entered into several agreements detailing each party's responsibilities for the use and operation of the Nature Center; and

WHEREAS, in 1983, the City and River Bend entered into a lease agreement with The Nature Conservancy to lease The Nature Conservancy's land for the Nature Center; and

WHEREAS, throughout the 1980's and 1990's, the City acquired additional property from area property owners for the Nature Center and also leased additional property from the State; and

WHEREAS, in 1998, the property leased to the City from the State for the Nature Center was conveyed to the City; and

WHEREAS, in 2000, River Bend Nature Center received ownership of 33.6 acres of land from adjacent property owners; and

WHEREAS, the Nature Center now consists of 792 acres of property owned by the City which is legally described on the attached Exhibit A (the "City Property"), 70.7 acres of property owned by The Nature Conservancy that is jointly leased from The Nature Conservancy by the City and River Bend which is legally described on the attached Exhibit B ("The Nature Conservancy Property"), and 34.6 acres of property owned by River Bend Nature Center which is legally described on the attached Exhibit C ("The River Bend Nature Center Property"); and

Commented [MD2]: Is this supposed to match the 33.6 in the above whereas?

WHEREAS, the City and River Bend now wish to consolidate the agreements that they have entered into in the past concerning the Nature Center into one all-encompassing Lease and Operating Agreement; and

WHEREAS, the City and River Bend desire that the relationship between the parties be governed by Minnesota Statutes, Sections 471.16, 471.191, 466.03 subd e and f and any other relevant statutes.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I PREVIOUS AGREEMENTS

[to be reviewed by City]

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- h. Operating Plan for the Interpretive Center as adopted by River Bend.
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ARTICLE II OPERATIONS

1. **River Bend Responsibilities.**

- a. River Bend shall manage and operate the Property as a Nature Center pursuant to the City's operating rules, ordinances, and regulations. The City and River Bend agree to cooperate in the management, operation, and maintenance of the Property as a Nature Center. River Bend shall prepare a five-year maintenance and management plan for the Property that shall be provided to the City at the time the budget and financial disclosures set forth in Article III of this Agreement are provided.

Commented [MD3]: Noticeably absent from this paragraph is previous language that the City reserved the right to determine level, method and priority of maintenance.

- b. River Bend must make available to the public a variety of programs at the Nature Center for the education and enjoyment of people of all ages. River Bend may determine the type, frequency, and content of all of its programs.

Commented [MD4]: Currently we pay River Bend \$4,427 through our contract with Clean River Partners for MS4 education. (CRP gets an additional \$633), should this be a requirement of River Bend that they provide relevant MS4 programing?

- c. River Bend shall be responsible for hiring employees to administer and support the programs at the Nature Center. River Bend shall be responsible for compensating its employees and paying for any employee benefits.

- d. River Bend shall include one member of the City Council as a voting member on its Board of Directors. The City is responsible for selecting the particular council member who is to serve on the River Bend Board of Directors.

- e. In conducting its operations, River Bend shall abide by all state and federal laws and regulations and City ordinances. River Bend may recommend to the City Council the adoption of rules and regulations, as shall be deemed appropriate, prescribing the use of the Nature Center and the conduct of persons upon the premises. Rules and regulations pertaining to the Nature Center, which have been adopted by resolution of the City Council shall have the force of law. All duly adopted rules and regulations governing the use of the Nature Center shall be conspicuously posted by River Bend on the premises. Rules and regulations of general application shall be posted at the entrance of the Nature Center and those of special application shall be posted in the specific area of the Nature Center to which they apply.

- f. River Bend shall comply with all terms and conditions of The Nature Conservancy Management Lease dated January 1, 1996 that River Bend jointly entered into with the City in order to lease The Nature Conservancy Property for the Nature Center and any successor leases and agreements.

- g. River Bend shall, in consultation with the City, oversee the management, maintenance, care of, and design of natural resources, trails, buildings, amenities, and features as may be necessary to operate the Nature Center.

Commented [MD5]: What does this mean? Is this vague on purpose? This seems to be an attempt to replace the language that was removed in item 1a above.

- h. River Bend shall carry out all responsibilities set forth in Article III of this Agreement

2. City Obligations.

- a. The City shall comply with all terms and conditions of The Nature Conservancy Management Lease dated January 1, 1996 that the City jointly entered into with River Bend in order to lease The Nature Conservancy Property for the Nature Center and any successor leases and agreements.

- b. The City shall cooperate and provide occasional technical expertise and assistance in the management, maintenance, care of, and design of natural resources, trails, buildings, amenities, and features as may be necessary and feasible to obtain grant, public, and philanthropic funding.

Commented [MD6]: Again, what does this mean and is it vague on purpose?

- c. The City shall carry out all responsibilities set forth in Article III of this Agreement.

ARTICLE III FINANCIAL

1. Budgeting and Reporting. River Bend agrees to develop a balanced annual operating budget plan and present it to the City annually. River Bend shall take all actions feasible to assure that its annual operating expenditures do not exceed annual operating revenues.

Commented [MD7]: Does River Bend operate on a calendar year budget similar to the City?

In conjunction with its annual operating budget, River Bend shall, with consultation from the City, prepare a five-year maintenance and management plan for the Property that shall be provided to the City at the time of the budget.

River Bend must provide the City with financial status reports as required by the City on an agreed upon schedule. River Bend must provide the City with any revised budget projections detailing any actions required to assure a balanced budget. River Bend shall submit an annual operating budget to the City by an agreed upon date for the upcoming fiscal year.

Commented [MD8]: Shouldn't this be by Sept 1 for the following year's budget so that if necessary Council can consider any fiscal impacts on the preliminary tax levy?

2. Financial Disclosures. Upon the City's request and at least annually, River Bend agrees to provide the City with a complete disclosure of its financial status including copies of any audits. The City also has the right to request that River Bend provide an audit outside of River Bend's schedule. Such audit will be at the sole expense of the City.

3. Endowments and Reserves. River Bend shall strive to maintain endowments necessary for the operations, growth, capital expenditures, proper maintenance, and emergency repairs required for the successful operation of the Nature Center. Funding level requirements and spending policies of such funds will be established by River Bend in consultation with the City.

Commented [MD9]: Again this is vague and doesn't have a lot of teeth.

4. Tax Exempt Status. River Bend covenants and agrees that the Nature Center is, and shall remain for the duration of this Agreement, exempt from all ad valorem and other real estate taxes. River Bend shall indemnify and defend the City from and against any and all liability, including, without limitation, attorneys' fees and expenses, in the event of any loss by the Nature Center of its tax exempt status. This section shall survive any expiration or termination of this Agreement.

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1. Lease of City Property. The City hereby exclusively leases the City Property to River Bend.

2. Use of the City Property. River Bend shall use the City Property for Nature Center uses and for no other uses whatsoever. River Bend agrees that throughout the term of this Agreement, it shall not use the City Property for the storage, handling, transportation or disposal of any Hazardous Substances. "Hazardous Substances" for purposes of this Agreement shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated or classified under any Environmental Law of other applicable federal, state or local laws and the regulations promulgated thereunder as: (i) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), the Federal Water Pollution Control Act, 33 U.S.C. §1321(14), as now or hereafter amended; (ii) a "hazardous waste" pursuant to Section

1004 or Section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903(5), 6921, as now or hereafter amended; (iii) toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1) as now or hereafter amended; (iv) a "hazardous air pollutant" under Section 112 of the Clean Air Act, 42 U.S.C. §7412(a)(6), as now or hereafter amended; (v) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. §5102(2), as now or hereafter amended; (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances or regulations, as now or as may be passed or promulgated in the future. "Hazardous Substances" shall also mean any substance that after release into the environment or upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde.

3. Use of Nature Center Property. River Bend shall provide the City with free use of the interpretive center and other Nature Center facilities and property for public purposes, provided that the City's use does not conflict with a scheduled River Bend program and such use is not contrary with the mission of River Bend.

4. City's Repair and Maintenance Responsibilities. The City agrees to maintain in good condition and repair and replace, if necessary, the Nature Center facilities, including but not limited to: (a) roads, parking lots, bridges and (b) snow plowing of roads and parking lots. All repairs and maintenance by the City will occur with reasonable promptness at the sole discretion of the City and without unreasonable interference with, or disturbance of, the use and enjoyment of the Nature Center by River Bend and its invitees. The City agrees to provide River Bend a fee of Three Hundred Thousand Dollars (\$300,000.00) within ninety days of this agreement for River Bend Repair and Maintenance Responsibilities set forth in Paragraph 5 for the period of January 1, 2024 to December 31, 2028 and then determine with River Bend an appropriate amount for each subsequent 5-year period.

Commented [MD10]: Has any assessment been done on these bridges? Do we know how many, type, condition etc? Should the City reserve the right to close trails/bridges if financial resources are not available to maintain/replace them?

5. River Bend Repair and Maintenance Responsibilities. River Bend agrees to maintain in good condition and repair, all other Nature Center facilities, improvements, personal property, furnishings, fixtures and equipment, including, but not limited to the following: (a) the Interpretive Center; (b) the Trailside Center; (c) trails; (d) restrooms; (e) signs; (f) scenic overlooks; (g) kiosks; (h) decks; (i) the storage garage; (j) the amphitheater; (k) water fountains; (l) the outdoor play areas.

6. Shared City and River Bend Repair and Maintenance Responsibilities. River Bend and the City agree to cooperate to the greatest extent feasible in the solicitation of grant proposals, contract bidding, and other cost saving opportunities to advance the care, repair, maintenance and replacement of River Bend and surrounding park amenities.

7. Covenant of Title and Quiet Enjoyment. The City represents and warrants that: (a) it has the full right, power, and authority to lease the City Property to River Bend; (b) that with the exception of The Nature Conservancy Lease, no restrictive covenant, easement, lease, sublease, or other written agreement restricts, prohibits, or otherwise affects River Bend's rights set forth in this Agreement, including, without limitation, construction, permitted use or ingress and egress to and from the Nature

Commented [MD11]: Does this mean they can construct what they want, where they want without having to get City approval or follow city codes?

Center; and (c) River Bend upon performance of the covenants hereunder, shall and may peaceably and quietly have, hold and enjoy the City Property during the term of this Agreement. Additionally, the City will take no action that will interfere with River Bend's intended use of the City Property or ingress or egress to the City Property.

8. Alterations. River Bend shall not make any alterations, improvements, or additions to the City Property without the prior written approval of the City, ~~which approval shall not be unreasonably withheld or delayed.~~

9. Sub-Letting. River Bend cannot sublet any portion of the City Property without prior written approval of the City, ~~which approval shall not be unreasonably withheld or delayed.~~

10. Utilities and Services. River Bend shall be responsible for paying all charges for all utilities, including, but not limited to, water, septic system, sanitary sewer, electricity, natural gas or propane, telephone, Internet, cable/satellite television and garbage and refuse removal.

11. Surrender. Upon the termination of this Agreement, River Bend shall sun-ender the City Property and remove all debris and personal property of, or created by River Bend. River Bend shall not remove any structures or fixtures ~~which shall be become the property of the City.~~

Commented [MD12]: What happens to any endowment funds or other funds that River Bend may have should they surrender the property? Should it be stated that all those become property of the City to be placed in a fund to maintain, operate, repair etc River Bend?

ARTICLE V INSURANCE AND LIABILITY [Section to be reviewed by legal and insurance]

1. Indemnification. River Bend shall hold the City harmless from and indemnify and defend the City against any claim or liability arising in any manner from River Bend's use, improvement, and occupancy of the Nature Center, or relating to the death or bodily injury to any person or damage to any personal property present on or located in the Nature Center, including the person and personal property of River Bend's employees and all persons at the Nature Center at River Bend's invitation or sufferance.

2. Personal Property. River Bend shall be responsible for any personal property that it keeps at the Nature Center. River Bend agrees to hold the City harmless from any and all loss or damage to its personal property.

3. Insurance. [This Section needs to be reviewed and finalized with the LMCIT.]

- a. Insurance to be Maintained by River Bend. River Bend shall be responsible for obtaining and maintaining public liability insurance providing coverage against claims for bodily injury, death and personal property damage occurring at the Nature Center as a result of its operation of the Coverage shall be maintained at a minimum of \$1,500,000 each occurrence. River Bend shall name the City as an additional insured. A certificate of insurance shall be provided to the City on an annual basis. Such policy or policies shall provide that 30 days written notice must be given to the City prior to cancellation thereof. River Bend shall furnish evidence satisfactory to the City at the time this Agreement is executed that such coverage is in full force and effect. River Bend shall also maintain workers' compensation insurance for its employees.
- b. Insurance to be Maintained by the City. The City shall be responsible for obtaining and

maintaining property and general liability insurance for all land and facilities of the Nature Center.

- c. Subrogation. River Bend and the City release each other from any and all liability which they might have against the other or any one claiming through or under them by way of subrogation or otherwise, resulting from the occurrence of any accidents or casualty or loss covered by insurance being carried by the damaged party at the time of such occurrence.

4. Waiver. Nothing in this Agreement shall be deemed to be a waiver by the City or its elected officials of any limitations on or immunities from liability set forth in Minnesota Statutes, Chapter 466 or to which the City or its officials, employees, agents and representatives are otherwise entitled.

5. Independent Contractor Status. All services provided by River Bend and its officers, employees, and agents pursuant to this Agreement shall be provided by such persons as an employee of River Bend or as an independent contractor and not as an employee of the City for any purpose. River Bend shall be responsible for the following with respect to its employees, including, but not limited to: (a) income tax withholding; (b) workers' compensation; (c) unemployment compensation; (d) FICA taxes; and (e) benefits.

ARTICLE VI GENERAL PROVISIONS

1. Termination. Either party may terminate this Agreement by giving the other party one year advance written notice prior to the end of any applicable term. The term of this Agreement shall be 20 years from the date hereof, and automatically renew for 5-year periods. Upon termination of this Agreement, the buildings and improvements located on the City Property shall become the sole and exclusive property of the City consistent with this Agreement. River Bend agrees to return all buildings and improvements located on the City Property in a satisfactory condition consistent with this Agreement and River Bend's maintenance and repair obligations as set forth herein.

2. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the City and River Bend and there are no other agreements, either oral or written, between the parties. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the City or River Bend unless reduced to writing and executed in the same form and manner in which this Agreement is executed.

3. Data Practices Compliance. Data provided to River Bend under this Agreement shall be administered in accordance with Minnesota Statutes Chapter 13 and all data on individuals shall be maintained in accordance with statutory guidelines.

4. Severability. The provisions of this Agreement are expressly severable, and the unenforceability of any ~~provision~~ or ~~provisions~~ hereof shall not affect or impair the enforceability of any other provision or provisions.

5. Choice of Law. The laws of the State of Minnesota shall govern the validity, performance, and enforcement of this Agreement.

6. Notices. Except as otherwise expressly provided in this Agreement, any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by United States Mail or delivered personally to:

- (a) River Bend Nature Center, Inc.
1000 Rustad Road
Faribault, MN 55021 Attn:
Executive Director
- (b) City of Faribault
208 1st Avenue NW
Faribault, MN 55021 'Attn:
City Administrator

7. Recitals. The Recitals set forth in the preamble to this Agreement are incorporated into the Agreement by reference.

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

CITY OF FARIBAULT

By: _____

Its: _____

By: _____

Its: _____

RIVER BEND NATURE CENTER

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT A

Legal Description of the City Property

[to be added]

EXHIBIT B

Legal Description of The Nature Conservancy Property

[to be added]

EXHIBIT C

[to be added]

**RIVER BEND NATURE CENTER LEASE
AND OPERATING AGREEMENT**

This Lease and Operating Agreement (this "Agreement") is entered into effective as of this ____ day of _____, 2023 (the "Effective Date") by and between the City of Faribault, a Minnesota municipal¹ corporation (the "City") and River Bend Nature Center, Inc., a Minnesota nonprofit corporation ("River Bend").

RECITALS

[to be reviewed by City]

WITNESSETH:

WHEREAS, River Bend Nature Center is a unique nature interpretive center and outdoor amenity located in the City of Faribault that has various buildings, structures, and amenities, including, but not limited to, an interpretive center, trailside center, bridges, trails and scenic overlooks, access road, picnic areas, orienteering courses, an amphitheater, and outdoor play areas (the "Nature Center"); and

WHEREAS, the Nature Center began in 1975 when the City of Faribault City Council passed a resolution asking the State of Minnesota to deed unused land of the Faribault State Hospital to the City for the development of the Nature Center; and

WHEREAS, in 1977, the State authorized 536 acres of land to be leased to the City for a "nature interpretive center" and the City also received a grant from the State to develop an access road, parking lot, trailside shelter, restrooms and trails for the Nature Center; and

WHEREAS, the 501(c)3 organization named River Bend Nature Center was incorporated in 1978 as the "Faribault Nature Interpretive Center, Inc." for the purposes of supporting, educating, operating, managing, and securing funds for the Nature Center on behalf of and in cooperation with the City of Faribault; and

WHEREAS, upon the development of the Nature Center, the City and River Bend entered into several agreements detailing each party's responsibilities for the use and operation of the Nature Center; and

WHEREAS, in 1983, the City and River Bend entered into a lease agreement with The Nature Conservancy to lease The Nature Conservancy's land for the Nature Center; and

WHEREAS, throughout the 1980's and 1990's, the City acquired additional property from area property owners for the Nature Center and also leased additional property from the State; and

WHEREAS, in 1998, the property leased to the City from the State for the Nature Center was conveyed to the City; and

WHEREAS, in 2000, River Bend Nature Center received ownership of 33.6 acres of land from adjacent property owners; and

WHEREAS, the Nature Center now consists of 792 acres of property owned by the City which is legally described on the attached Exhibit A (the "City Property"), 70.7 acres of property owned by The Nature Conservancy that is jointly leased from The Nature Conservancy by the City and River Bend which is legally described on the attached Exhibit B ("The Nature Conservancy Property"), and 34.6 acres of property owned by River Bend Nature Center which is legally described on the attached Exhibit C ("The River Bend Nature Center Property"); and

WHEREAS, the City and River Bend now wish to consolidate the agreements that they have entered into in the past concerning the Nature Center into one all-encompassing Lease and Operating Agreement; and

WHEREAS, the City and River Bend desire that the relationship between the parties be governed by Minnesota Statutes, Sections 471.16, 471.191, 466.03 subd e and f and any other relevant statutes.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I PREVIOUS AGREEMENTS

[to be reviewed by City]

1. **Repeal of Previous Agreements.** The parties agree that this Agreement shall repeal and replace all operating agreements between the City and River Bend, including, but not limited to, the following:

- a. 1987 Operating Agreement;
- b. 1989 Supplemental Loan Agreement;
- c. 1989 Pledge and Assignment Agreement;
- d. 1990 Grant Agreement;
- e. 1992 Operating Agreement;
- f. 1992 Supplementary Loan Agreement;
- g. 1992 Pledge and Assignment Agreement; and
- h. Operating Plan for the Interpretive Center as adopted by River Bend.
- i. River Bend Nature Center Lease and Operating Agreement dated January 28th, 2014

ARTICLE II OPERATIONS

1. **River Bend Responsibilities.**

- a. River Bend shall manage and operate the Property as a Nature Center pursuant to the City's operating rules, ordinances, and regulations. The City and River Bend agree to cooperate in the management, operation, and maintenance of the Property as a Nature Center. River Bend shall prepare a five-year maintenance and management plan for the Property that shall be provided to the City at the time the budget and financial disclosures set forth in Article III of this Agreement are provided.

- b. River Bend must make available to the public a variety of programs at the Nature Center for the education and enjoyment of people of all ages. River Bend may determine the type, frequency, and content of all of its programs.
- c. River Bend shall be responsible for hiring employees to administer and support the programs at the Nature Center. River Bend shall be responsible for compensating its employees and paying for any employee benefits.
- d. River Bend shall include one member of the City Council as a voting member on its Board of Directors. The City is responsible for selecting the particular council member who is to serve on the River Bend Board of Directors.
- e. In conducting its operations, River Bend shall abide by all state and federal laws and regulations and City ordinances. River Bend may recommend to the City Council the adoption of rules and regulations, as shall be deemed appropriate, prescribing the use of the Nature Center and the conduct of persons upon the premises. Rules and regulations pertaining to the Nature Center, which have been adopted by resolution of the City Council shall have the force of law. All duly adopted rules and regulations governing the use of the Nature Center shall be conspicuously posted by River Bend on the premises. Rules and regulations of general application shall be posted at the entrance of the Nature Center and those of special application shall be posted in the specific area of the Nature Center to which they apply.
- f. River Bend shall comply with all terms and conditions of The Nature Conservancy Management Lease dated January 1, 1996 that River Bend jointly entered into with the City in order to lease The Nature Conservancy Property for the Nature Center and any successor leases and agreements.
- g. River Bend shall, in consultation with the City, oversee the management, maintenance, care of, and design of natural resources, trails, buildings, amenities, and features as may be necessary to operate the Nature Center.
- h. River Bend shall carry out all responsibilities set forth in Article III of this Agreement

2. City Obligations.

- a. The City shall comply with all terms and conditions of The Nature Conservancy Management Lease dated January 1, 1996 that the City jointly entered into with River Bend in order to lease The Nature Conservancy Property for the Nature Center and any successor leases and agreements.
- b. The City shall cooperate and provide occasional technical expertise and assistance in the management, maintenance, care of, and design of natural resources, trails, buildings, amenities, and features as may be necessary and feasible to obtain grant, public, and philanthropic funding.

Commented [TB1]: Should the Enviromental Commission be consulted ever?

- c. The City shall carry out all responsibilities set forth in Article III of this Agreement.

ARTICLE III FINANCIAL

1. Budgeting and Reporting. River Bend agrees to develop a balanced annual operating budget plan and present it to the City annually. River Bend shall take all actions feasible to assure that its annual operating expenditures do not exceed annual operating revenues.

In conjunction with its annual operating budget, River Bend shall, with consultation from the City, prepare a five-year maintenance and management plan for the Property that shall be provided to the City at the time of the budget.

River Bend must provide the City with financial status reports as required by the City on an agreed upon schedule. River Bend must provide the City with any revised budget projections detailing any actions required to assure a balanced budget. River Bend shall submit an annual operating budget to the City by an agreed upon date for the upcoming fiscal year.

2. Financial Disclosures. Upon the City's request, River Bend agrees to provide the City with a complete disclosure of its financial status. The City also has the right to request that River Bend provide an audit outside of River Bend's schedule. Such audit will be at the sole expense of the City.

3. Endowments and Reserves. River Bend shall strive to maintain endowments necessary for the operations, growth, capital expenditures, proper maintenance, and emergency repairs required for the successful operation of the Nature Center. Funding level requirements and spending policies of such funds will be established by River Bend in consultation with the City.

4. Tax Exempt Status. River Bend covenants and agrees that the Nature Center is, and shall remain for the duration of this Agreement, exempt from all ad valorem and other real estate taxes. River Bend shall indemnify and defend the City from and against any and all liability, including, without limitation, attorneys' fees and expenses, in the event of any loss by the Nature Center of its tax exempt status. This section shall survive any expiration or termination of this Agreement.

ARTICLE IV LEASE OF CITY PROPERTY

1. Lease of City Property. The City hereby exclusively leases the City Property to River Bend.

2. Use of the City Property. River Bend shall use the City Property for Nature Center uses and for no other uses whatsoever. River Bend agrees that throughout the term of this Agreement, it shall not use the City Property for the storage, handling, transportation or disposal of any Hazardous Substances. "Hazardous Substances" for purposes of this Agreement shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated or classified under any Environmental Law or other applicable federal, state or local laws and the regulations promulgated thereunder as: (i) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), the Federal Water Pollution Control Act, 33 U.S.C. §1321(14), as now or hereafter amended; (ii) a "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903(5), 6921, as

now or hereafter amended; (iii) toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1) as now or hereafter amended; (iv) a "hazardous air pollutant" under Section 112 of the Clean Air Act, 42 U.S.C. §7412(a)(6), as now or hereafter amended; (v) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. §5102(2), as now or hereafter amended; (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances or regulations, as now or as may be passed or promulgated in the future. "Hazardous Substances" shall also mean any substance that after release into the environment or upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde.

3. Use of Nature Center Property. River Bend shall provide the City with free use of the interpretive center and other Nature Center facilities and property for public purposes, provided that the City's use does not conflict with a scheduled River Bend program and such use is not contrary with the mission of River Bend.

4. City's Repair and Maintenance Responsibilities. The City agrees to maintain in good condition and repair and replace, if necessary, the Nature Center facilities, including but not limited to: (a) roads, parking lots, ~~bridges~~ and (b) snow plowing of roads and parking lots. All repairs and maintenance by the City ~~will occur with reasonable promptness and without unreasonable interference with, or disturbance of, the use and enjoyment of the Nature Center by River Bend and its invitees shall be at the sole discretion of the City.~~ The City agrees to provide River Bend a fee of Three Hundred Thousand Dollars (\$300,000.00) within ninety days of this agreement for River Bend Repair and Maintenance Responsibilities set forth in Paragraph 5 for the period of January 1, 2024 to December 31, 2028 and then determine with River Bend an appropriate amount for each subsequent 5-year period.

5. River Bend Repair and Maintenance Responsibilities. River Bend agrees to maintain in good condition and repair, all other Nature Center facilities, improvements, personal property, furnishings, fixtures and equipment, including, but not limited to the following: (a) the Interpretive Center; (b) the Trailside Center; (c) trails; (d) restrooms; (e) signs; (f) scenic overlooks; (g) kiosks; (h) decks; (i) the storage garage; (j) the amphitheater; (k) water fountains; (l) the outdoor play areas; ~~(m) bridges~~

6. Shared City and River Bend Repair and Maintenance Responsibilities. River Bend and the City agree to cooperate to the greatest extent feasible in the solicitation of grant proposals, contract bidding, and other cost saving opportunities to advance the care, repair, maintenance and replacement of River Bend and surrounding park ~~amenities~~

7. Covenant of Title and Quiet Enjoyment. The City represents and warrants that: (a) it has the full right, power, and authority to lease the City Property to River Bend; (b) that with the exception of The Nature Conservancy Lease, no restrictive covenant, easement, lease, sublease, or other written agreement restricts, prohibits, or otherwise affects River Bend's rights set forth in this Agreement, including, without limitation, construction, permitted use or ingress and egress to and from the Nature Center; and (c) River Bend upon performance of the covenants hereunder, shall and may peaceably and quietly have, hold and enjoy the City Property during the term of this Agreement. Additionally,

Commented [TB2]: Bridges should be removed as we do not have the resources/experience for bridge work.

Commented [TB3]: The city should be defining the terms of the maintenance.

Commented [TB4]: Future amounts should be better defined.

Commented [TB5]: Keep bridges with River Bend.

Commented [TB6]: Who is responsible for writing grants?

the City will take no action that will interfere with River Bend's intended use of the City Property or ingress or egress to the City Property.

8. Alterations. River Bend shall not make any alterations, improvements, or additions to the City Property without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed.

9. Sub-Letting. River Bend cannot sublet any portion of the City Property without prior written approval of the City, which approval shall not be unreasonably withheld or delayed.

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11. Surrender. Upon the termination of this Agreement, River Bend shall sun-ender the City Property and remove all debris and personal property of, or created by River Bend. River Bend shall not remove any structures or fixtures.

ARTICLE V
INSURANCE AND LIABILITY
[Section to be reviewed by legal and insurance]

1. Indemnification. River Bend shall hold the City harmless from and indemnify and defend the City against any claim or liability arising in any manner from River Bend's use, improvement, and occupancy of the Nature Center, or relating to the death or bodily injury to any person or damage to any personal property present on or located in the Nature Center, including the person and personal property of River Bend's employees and all persons at the Nature Center at River Bend's invitation or sufferance.

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3. Insurance. **[This Section needs to be reviewed and finalized with the LMCIT.]**

- a. Insurance to be Maintained by River Bend. River Bend shall be responsible for obtaining and maintaining public liability insurance providing coverage against claims for bodily injury, death and personal property damage occurring at the Nature Center as a result of its operation of the Coverage shall be maintained at a minimum of \$1,500,000 each occurrence. River Bend shall name the City as an additional insured. A certificate of insurance shall be provided to the City on an annual basis. Such policy or policies shall provide that 30 days written notice must be given to the City prior to cancellation thereof. River Bend shall furnish evidence satisfactory to the City at the time this Agreement is executed that such coverage is in full force and effect. River Bend shall also maintain workers' compensation insurance for its employees.
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- c. Subrogation. River Bend and the City release each other from any and all liability which they might have against the other or any one claiming through or under them by way of subrogation or otherwise, resulting from the occurrence of any accidents or casualty or loss covered by insurance being carried by the damaged party at the time of such occurrence.

4. Waiver. Nothing in this Agreement shall be deemed to be a waiver by the City or its elected officials of any limitations on or immunities from liability set forth in Minnesota Statutes, Chapter 466 or to which the City or its officials, employees, agents and representatives are otherwise entitled.

5. Independent Contractor Status. All services provided by River Bend and its officers, employees, and agents pursuant to this Agreement shall be provided by such persons as an employee of River Bend or as an independent contractor and not as an employee of the City for any purpose. River Bend shall be responsible for the following with respect to its employees, including, but not limited to: (a) income tax withholding; (b) workers' compensation; (c) unemployment compensation; (d) FICA taxes; and (e) benefits.

ARTICLE VI GENERAL PROVISIONS

1. Termination. Either party may terminate this Agreement by giving the other party one year advance written notice prior to the end of any applicable term. The term of this Agreement shall be 20 years from the date hereof, and automatically renew for 5-year periods. Upon termination of this Agreement, the buildings and improvements located on the City Property shall become the sole and exclusive property of the City consistent with this Agreement. River Bend agrees to return all buildings and improvements located on the City Property in a satisfactory condition consistent with this Agreement and River Bend's maintenance and repair obligations as set forth herein.

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4. Severability. The provisions of this Agreement are expressly severable, and the unenforceability of any provision or provisions hereof shall not affect or impair the enforceability of any other provision or provisions.

5. Choice of Law. The laws of the State of Minnesota shall govern the validity, performance, and enforcement of this Agreement.

6. Notices. Except as otherwise expressly provided in this Agreement, any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or

delivered if it is dispatched by United States Mail or delivered personally to:

- (a) River Bend Nature Center, Inc.
1000 Rustad Road
Faribault, MN 55021 Attn:
Executive Director

- (b) City of Faribault
208 1st Avenue NW
Faribault, MN 55021 'Attn:
City Administrator

7. Recitals. The Recitals set forth in the preamble to this Agreement are incorporated into the Agreement by reference.

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

CITY OF FARIBAULT

By: _____

Its: _____

By: _____

Its: _____

RIVER BEND NATURE CENTER

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT A

Legal Description of the City Property

[to be added]

EXHIBIT B

Legal Description of The Nature Conservancy Property

[to be added]

EXHIBIT C

[to be added]



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: August 15, 2023
SUBJECT: City Hall Improvements Bid Options

Discussion:

On Thursday August 3, 2023, bids were received for City Hall improvements. Since we had a tie for low bid between Brennan Construction of MN and Met-Con, Inc., the tie needs to be broken. Staff are currently working through some options that will be presented to Council. Since there is no legislation on how to break a tie, our City Attorney has left us with either the option to negotiate a change order or flip a coin.

Also, the project is over budget by nearly \$100,000, so staff is reviewing some reduction possibilities. These reductions could be used to request a change order to help determine the lower bidder.

Additional information will be presented at the meeting.

Attachments:

1. Bid Tabulation

Bid Tabulation

Faribault City Hall Restroom Remodel

Faribault, MN



Project Number: 22-27668

Bid Letting Time & Date: 2:00 p.m. - Thursday, August 3, 2023

Bid Letting Location: 208 1st Ave NW Faribault, MN 55021

[illegible]



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Schmuck, Finance Director
MEETING DATE: August 15, 2023
SUBJECT: Budget Work Session #4 - General Fund, Levies, and Tax Impact

Discussion:

We have a series of budget work sessions scheduled over the next few months, along with two meetings open for public comment, that will ultimately be used to first, set the preliminary tax levy in September, and second, set the final tax levy as well as approve the overall 2024 budget and adopt the 5-year Capital Improvement Plan (2024-2028) in December.

In this fourth work session we will be going over the proposed General Fund budget, the property tax levies, and the impact those levies have on residential and commercial properties.

General Fund

The General Fund is the chief operating fund of the City. It accounts for all revenues and expenditures of a governmental unit which are not accounted for in other funds. It is usually the largest and most important accounting activity for state and local governments, normally receiving a greater variety and number of taxes and revenues than any other fund. Specifically, it receives such revenue as general property taxes, licenses and permits, fines and penalties, rents, charges for current services, state grants and aids, and interest earnings. In turn, the General Fund finances a larger range of municipal services including police, fire, street and park maintenance, library, recreation programs, administration, planning and zoning, and building inspections.

The 2024 Proposed Revenues for the General Fund have been adjusted based on historical trend information and the most current data available. The General Fund operating levy is projected to increase by \$898,906, to create a balanced budget. Property Taxes and Intergovernmental Revenues, which include Local Government Aid (LGA), are the main supporting revenues for the General Fund. Although LGA is projected to increase \$869,384 in 2024, it is included in the budget at the

current 2023 allotment.

Directors have reviewed their Requested Budgets with City Administrator Murray and the 2024 Proposed Budget is the result of those various meetings. There are goals and objectives for 2024 that accompany the proposed General Fund Budget. These are detailed in the departmental detail pages following this memo.

Again, the General Fund budget is proposed at \$20,986,042 for 2024. This is an increase of \$1,357,070 over 2023. Public Safety makes up 46% of the General Fund budget, and 45% of the General Fund increase, or \$616,673. The switch to leasing vehicles within the police department is part of this increase which previously would have been reported in the Capital Fund. Culture and Recreation is now 23% of the General Fund budget, which includes a 15% increase, or \$200,840. Public Works is 15% of the General Fund budget. Personnel changes discussed in the last budget work session are also included.

Wages and Benefits, \$15,419,549, make up 74% of the General Fund budget. The three-year labor agreements were entered into with the collective bargaining units within the City for 2022 through 2024. These agreements are included, as well as an estimated 7.5% increase for health insurance rates, and 5% for workers compensation rates. Personnel increases in the General Fund for 2024 total \$886,722, of which \$179,360 is reclassifications, rate increases, and new positions. It is proposed here that the \$116,517 for a new firefighter position be funded through the one-time additional public safety aid awarded through the 2023 legislative session for 2024 & 2025. This includes changes which we discussed at the previous budget work session.

Property Tax Levies and Impact

The median value home has increased to \$225,100 from \$206,500, or 9%. This market value growth would impact a median value home by \$99.16 based on the 2023 tax rate and assuming no increase in tax levy. Citywide home values increased as follows:

2023 Median Value	2024 Median Value	
\$206,500	\$225,100	Change (est.)
\$891.01	\$990.17	\$99.16

Residential Homes Change in Valuation						
Change in Valuation	<0%	0-5%	5-10%	10-15%	15-20%	20%+
Number of Homes	70	572	3,917	1,153	326	146

The early estimate of values from the County include a taxable market value of \$2,157,068,700 which is a 10.49% increase. The net tax capacity is \$25,719,604 without TIF of \$516,309. This is an increase of \$2,146,060,

or a 9.1% increase, of which \$306,251 is from new construction. This would absorb a levy increase of \$145,300, without an impact to the City tax rate.

These are the best numbers available until September 1st. With the additions to date (Personnel, Fees, General Fund, Community & Economic Development, Debt Service, and Tax Abatements), the Net Tax Levy would increase by \$781,736, or 6.99%. This would equate to a 0.919 decrease to the City Tax Rate from 47.444 to 46.525. Because there is an anticipated decrease in the tax rate, this would project an overall savings in property tax if there was not any change in market value, the City's median value home increased as noted above. The tax levy and tax rate history have been updated and are attached.

Attachments:

1. 2024 Proposed General Fund Budget by Functions
2. 2024 Estimated Tax Levy and Tax Rate Calculations
3. Tax Levy History
4. Tax Rate History
5. LGA History
6. 2024 General Fund Departmental Summaries
7. 2024 Budget Presentation #4 General Fund, Levies, Tax Impact

**SUMMARY OF EXPENDITURES BY FUND
2024 PROPOSED BUDGET**

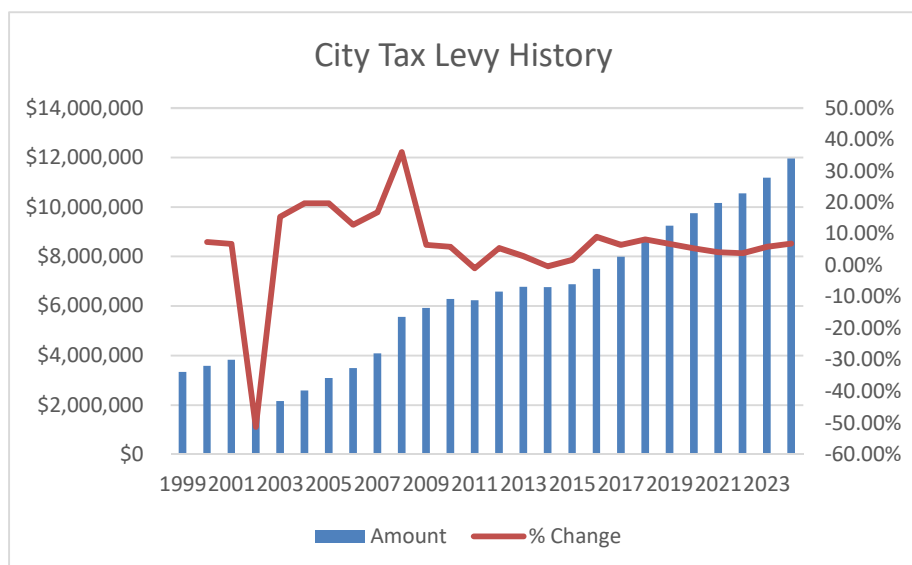
<u>FUND</u>	<u>2021 ACTUAL</u>	<u>2022 ACTUAL</u>	<u>2023 ADOPTED</u>	<u>2024 PROPOSED</u>	<u>Change</u>
General Fund (101)					
General Government					
Council	\$ 644,605	\$ 455,855	\$ 408,342	\$ 550,827	\$ 142,485
City Administration	281,773	293,502	313,108	343,200	30,092
Communications	-	-	150	104,496	104,346
Elections	1,620	38,080	1,810	44,310	42,500
Financial Administration	483,070	438,440	487,215	533,509	46,294
Information Technology	219,467	219,919	235,612	430,895	195,283
Legal Services	231,410	242,618	277,230	262,100	(15,130)
Human Resources	257,573	319,287	351,306	362,657	11,351
Planning and Zoning	407,173	455,009	503,112	493,546	(9,566)
City Hall Maintenance	182,790	171,165	170,632	183,830	13,198
Total General Government	\$ 2,709,481	\$ 2,633,875	\$ 2,748,517	\$ 3,309,370	\$ 560,853
Public Safety					
Police Administration	\$ 1,061,118	\$ 1,125,366	\$ 1,158,831	\$ 1,230,195	\$ 71,364
Police Criminal Investigation	995,407	1,063,811	1,147,230	1,250,011	102,781
Police Uniform Patrol	3,260,829	3,277,805	3,580,249	3,636,657	56,408
Police Records	463,241	347,753	339,579	387,546	47,967
Police Community Services	249,594	246,791	325,001	368,577	43,576
Fire Administration	269,030	286,602	304,098	328,652	24,554
Fire Suppression	1,370,315	1,470,568	1,490,446	1,715,515	225,069
Fire Emergency Management	3,538	5,678	6,050	6,250	200
Code Enforcement/Inspection	510,522	569,660	594,634	639,388	44,754
Total Public Safety	\$ 8,183,594	\$ 8,394,034	\$ 8,946,118	\$ 9,562,791	\$ 616,673
Public Works					
Public Works Administration	\$ 105,764	\$ 105,223	\$ 120,455	\$ 133,356	\$ 12,901
Street Maintenance	1,402,791	1,539,837	1,537,187	1,654,396	117,209
Ice and Snow Removal	118,371	142,688	125,000	131,000	6,000
Equipment Maintenance	294,804	317,087	286,936	304,961	18,025
Street Lighting	251,087	301,624	314,500	324,400	9,900
Traffic Signs and Signals	38,880	46,090	44,410	45,630	1,220
Engineering	556,596	588,026	634,115	651,543	17,428
Total Public Works	\$ 2,768,292	\$ 3,040,575	\$ 3,062,603	\$ 3,245,286	\$ 182,683
Culture and Recreation					
Community Center Administration	\$ 660,333	\$ 655,476	\$ 689,934	\$ 716,102	\$ 26,168
Community Center Building	492,656	588,005	607,178	590,895	(16,283)
Aquatic Center	312,744	369,672	363,222	381,142	17,920
Washington Recreation Center	47,100	73,664	72,504	72,679	175
Soccer Complex	38,298	35,468	31,681	31,857	176
Adult Programs	135,362	160,860	165,484	165,956	472
Youth Programs	129,655	121,068	151,161	151,337	176
Park & Trail Maintenance	1,078,050	1,107,141	1,196,282	1,334,075	137,793
Library	1,135,629	1,170,396	1,319,832	1,354,075	34,243
Total Culture and Recreation	\$ 4,029,826	\$ 4,281,750	\$ 4,597,278	\$ 4,798,118	\$ 200,840
Other Functions					
Miscellaneous Unallocated, Transfers	\$ 2,111,275	\$ 949,789	\$ 264,456	\$ 60,477	\$ (203,979)
Transit	-	-	10,000	10,000	-
Total Other Functions	\$ 2,111,275	\$ 949,789	\$ 274,456	\$ 70,477	\$ (203,979)
Total General Fund (101)	\$ 19,802,468	\$ 19,300,022	\$ 19,628,972	\$ 20,986,042	\$ 1,357,070

**CITY OF FARIBAULT
2024 Tax Levy**

MARKET AND TAX CAPACITY VALUES						
Tax Years Payable	2020	2021	2022	2023	2024	Change
Taxable Market Value	1,474,959,900	1,554,252,000	1,661,037,400	1,952,217,600	2,157,068,700	10.49%
Tax Capacity:						
Gross Tax Capacity	18,540,886	19,538,157	20,686,820	23,879,474	26,235,913	9.87%
Less: Captured Tax Increment	(187,152)	(208,810)	(254,980)	(305,930)	(516,309)	68.77%
Net Tax Capacity	18,353,734	19,329,347	20,431,840	23,573,544	25,719,604	9.10%
Operating Tax Levies						
General (101)	6,538,071	8,134,852	8,675,211	9,255,408	10,154,314	898,906
Airport (225)	30,000	20,000	10,000	-	-	-
Buckham Memorial Library (224)	907,426	-	-	-	-	-
Street Improvement Fund (401)	500,000	-	-	-	-	-
Park Improvement Fund (404)	100,000	-	-	-	-	-
Capital Replacement Fund (431)	150,000	-	-	-	-	-
Public Facilities Fund (437)	150,000	-	-	-	-	-
Community Development (240)	164,602	264,602	198,451	132,300	66,149	(66,151)
Tax Abatement Projects (240)	130,008	354,939	426,275	401,976	409,651	7,675
Property Tax Levy	8,670,107	8,774,393	9,309,937	9,789,684	10,630,114	840,430
Special PERA Levy (101)	12,544	12,544	12,544	12,544	12,544	-
Bond Principal & Interest (300's)	1,070,000	1,375,329	1,236,597	1,382,104	1,323,410	(58,694)
Net Tax Levy (Actual Levy)	9,752,651	10,162,266	10,559,078	11,184,332	11,966,068	6.99%
Special Tax Levies						
HRA (280)	251,907	295,900	309,820	328,850	380,253	51,403
EDA (290)	246,869	289,982	303,623	322,273	372,648	50,375
Total Tax Rate Special Levies	0.0272	0.0303	0.0300	0.0276	0.0293	0.0598
Net Tax Levy - All City Levies	10,251,427	10,748,148	11,172,521	11,835,455	12,718,969	
Local Government Aid (LGA)	5,900,287	5,988,340	6,029,788	6,102,837	6,972,221	14.25%
Local Government Aid Change	282,683	88,053	41,448	114,497	869,384	

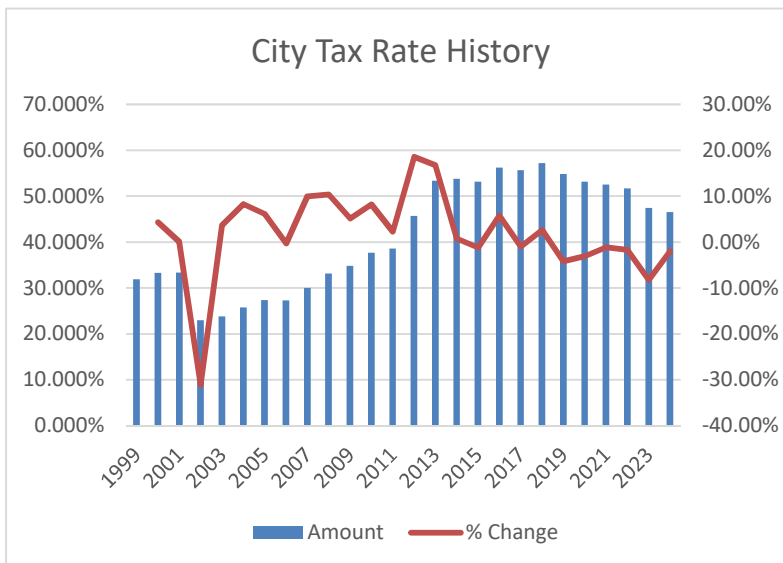
CITY OF FARIBAULT
Property Tax Levy
1999 - 2024

Year	Amount	% Change	Levy Amount Change
1999	\$3,340,857		
2000	\$3,588,986	7.43%	\$ 248,129
2001	\$3,833,922	6.82%	\$ 244,936
2002	\$1,870,390	-51.21%	\$ (1,963,532)
2003	\$2,159,574	15.46%	\$ 289,184
2004	\$2,586,705	19.78%	\$ 427,131
2005	\$3,097,046	19.73%	\$ 510,341
2006	\$3,499,656	13.00%	\$ 402,610
2007	\$4,091,580	16.91%	\$ 591,924
2008	\$5,566,255	36.04%	\$ 1,474,675
2009	\$5,929,257	6.52%	\$ 363,002
2010	\$6,284,984	6.00%	\$ 355,727
2011	\$6,231,469	-0.85%	\$ (53,515)
2012	\$6,577,969	5.56%	\$ 346,500
2013	\$6,775,308	3.00%	\$ 197,339
2014	\$6,758,722	-0.24%	\$ (16,586)
2015	\$6,880,685	1.80%	\$ 121,963
2016	\$7,503,833	9.06%	\$ 623,148
2017	\$7,999,280	6.60%	\$ 495,447
2018	\$8,658,704	8.24%	\$ 659,424
2019	\$9,250,896	6.84%	\$ 592,192
2020	\$9,752,651	5.42%	\$ 501,755
2021	\$10,162,266	4.20%	\$ 409,615
2022	\$10,559,078	3.90%	\$ 396,812
2023	\$11,184,332	5.92%	\$ 625,254
2024	\$11,966,068	6.99%	\$ 781,736



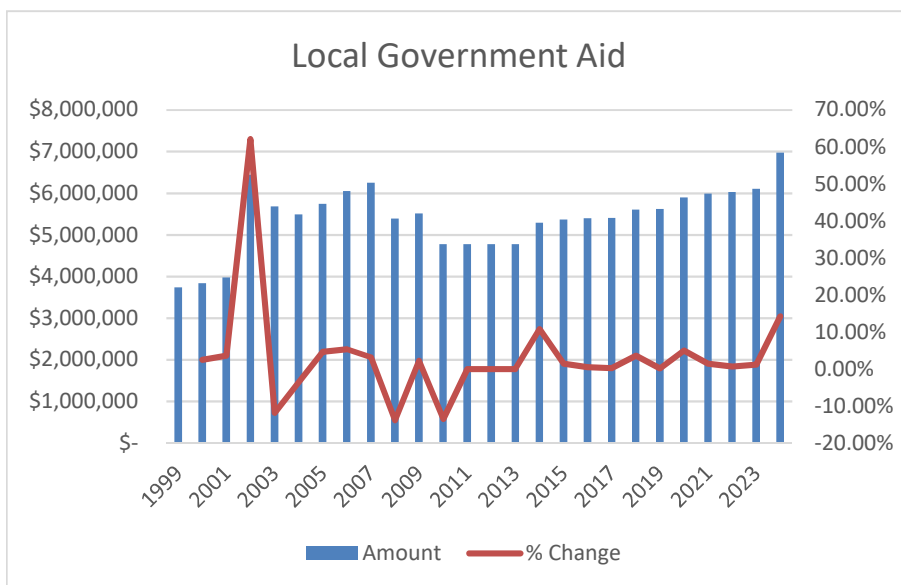
CITY OF FARIBAULT
Property Tax Rate
1999 - 2024

Year	Amount	% Change	Rate Change
1999	31.930%		
2000	33.310%	4.32%	0.01380
2001	33.340%	0.09%	0.00030
2002	22.978%	-31.08%	(0.10362)
2003	23.838%	3.74%	0.00860
2004	25.805%	8.25%	0.01967
2005	27.389%	6.14%	0.01584
2006	27.311%	-0.28%	(0.00078)
2007	30.026%	9.94%	0.02715
2008	33.134%	10.35%	0.03108
2009	34.843%	5.16%	0.01709
2010	37.697%	8.19%	0.02854
2011	38.566%	2.31%	0.00869
2012	45.727%	18.57%	0.07161
2013	53.390%	16.76%	0.07663
2014	53.814%	0.79%	0.00424
2015	53.168%	-1.20%	(0.00646)
2016	56.253%	5.80%	0.03085
2017	55.696%	-0.99%	(0.00557)
2018	57.182%	2.67%	0.01486
2019	54.803%	-4.16%	(0.02379)
2020	53.137%	-3.04%	(0.01666)
2021	52.547%	-1.11%	(0.00590)
2022	51.680%	-1.65%	(0.00867)
2023	47.444%	-8.20%	(0.04236)
2024	46.525%	-1.94%	(0.00919)



CITY OF FARIBAULT
Local Government Aid (LGA)
1999 - 2024

Year	Amount	% Change	\$ Change
1999	\$ 3,742,063		
2000	\$ 3,835,317	2.49%	\$ 93,254
2001	\$ 3,975,347	3.65%	\$ 140,030
2002	\$ 6,446,015	62.15%	\$ 2,470,668
2003	\$ 5,684,738	-11.81%	\$ (761,277)
2004	\$ 5,486,574	-3.49%	\$ (198,164)
2005	\$ 5,745,241	4.71%	\$ 258,667
2006	\$ 6,054,954	5.39%	\$ 309,713
2007	\$ 6,251,586	3.25%	\$ 196,632
2008	\$ 5,389,217	-13.79%	\$ (862,369)
2009	\$ 5,513,289	2.30%	\$ 124,072
2010	\$ 4,772,748	-13.43%	\$ (740,541)
2011	\$ 4,772,748	0.00%	\$ -
2012	\$ 4,772,748	0.00%	\$ -
2013	\$ 4,772,748	0.00%	\$ -
2014	\$ 5,290,264	10.84%	\$ 517,516
2015	\$ 5,368,242	1.47%	\$ 77,978
2016	\$ 5,395,536	0.51%	\$ 27,294
2017	\$ 5,409,232	0.25%	\$ 13,696
2018	\$ 5,607,141	3.66%	\$ 197,909
2019	\$ 5,617,604	0.19%	\$ 10,463
2020	\$ 5,900,287	5.03%	\$ 282,683
2021	\$ 5,988,340	1.49%	\$ 88,053
2022	\$ 6,029,788	0.69%	\$ 41,448
2023	\$ 6,102,837	1.21%	\$ 114,497
2024	\$ 6,972,221	14.25%	\$ 869,384



ADMINISTRATION

COUNCIL (41110)

Department Description/Services

This activity provides the City Council with legislative control over matters of policy, as established by City Charter. The Council exercises budgetary control through the adoption of an annual budget certified by major funds. The Council appoints various citizen boards, commissions, and committees to render advice on legislative and policy related matters and provides general direction to the operating departments through the City Administrator.

2024 Budget Goals & Objectives

- Provide direction for the development and conduct of a Community Survey to be completed utilizing consultant services.
- Provide direction for labor negotiations to complete new compensation agreements with the various labor groups (current 3-year agreements expire at the end of 2024).
- Discuss the role of the City with the development of affordable housing within the community and identify any actions to be taken.
- Support continued implementation of the Comprehensive Plan; Downtown Master Plan; Parks, Trails, and Open Space Plan; and Community Vision/Strategic Plan.
- Attend training opportunities related to municipal governing.
- Consider and adopt revisions to the City Charter and Code of Ordinances as deemed appropriate.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
City Council Meetings	35	39	35	35
Council Work Session/Committee Meetings	30	26	30	30
Ordinances/Resolutions Adopted	298	310	290	275

Budget Summary

Increases in salaries for the Mayor and Councilmembers were previously approved for 2023 and 2024 upon the passage of Ordinance 2022-29. The large increase in Other Svcs & Charges in 2024 is due to the budgeting for a Community Survey (\$50,000) along with financial assistance payments (per 5-year agreements executed in 2023) with River Bend Nature Center (\$60,000) and the Faribault Foundation (\$50,000).

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$68,814	\$68,811	\$79,313	\$81,834
Supplies	\$1,003	\$3,363	\$1,750	\$1,800
Other Svcs & Charges	\$574,789	\$383,681	\$327,279	\$467,193
Total	\$644,605	\$455,855	\$408,342	\$550,827

ADMINISTRATION

CITY ADMINISTRATION (41320)

Department Description/Services

This activity provides the administrative direction for the City and its departments as provided by the City Charter and the Code of Ordinances. City Administrator serves as chief administrative officer for the City, ensuring that the Charter, ordinances, resolutions, and policies of the City Council are enforced and implemented. Moreover, the City Administrator is responsible for managing the overall operations of all City departments. Administration's responsibilities also include:

- Coordination of City Council activities including preparation of Council and Committee agenda packets and meeting minutes, administering personnel policies/programs, including compensation practices, labor relations, and contract negotiations, with the authority to hire, suspend, or terminate employees subordinate to administration and department directors (subject to Council review and approval).
- Coordinate the recruitment and appointment of members to advisory boards and commissions.
- Management of official records and documents of the City, including agreements and contracts.
- Administration of licensing processes and procedures.
- Oversee the execution of City elections.

2024 Budget Goals & Objectives

- Replacement of the City Administrator due to planned retirement.
- Gather Council direction and coordinate with Human Resources Director for labor negotiations sessions to complete new compensation agreements with the various labor groups (current 3-year agreements expire at the end of 2024).
- Work with City Council, Department Heads, and Communications Manager to develop and conduct a Community Survey, including securing the services of a consultant/consulting firm.
- Develop and implement policies in response to 2023 legislative session outcomes, including legalization of recreational cannabis, paid family leave, and affordable housing support.
- Continue to lead efforts to finalize design, bid, begin construction, and secure State funding and/or private funds for the Downtown (North Viaduct Area) Park project.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Licenses Processed	128	157	135	165
Council Meetings & Agendas	35	39	35	35
Council Work Session/Committee Meetings	40	26	40	26
Leadership Team Meetings	26	27	26	26
Ordinances/Resolutions Adopted	280	310	260	275

Staffing Levels

Position	2020 Adopted	2021 Adopted	2022 Adopted	2023 Adopted	2024 Proposed
City Administrator	1.00	1.00	1.00	1.00	1.00
City Clerk	0.00	0.00	1.00	1.00	1.00
Assistant to the City Administrator	1.00	1.00	0.00	0.00	0.00
Total Full-Time Employees	2.00	2.00	2.00	2.00	2.00

Budget Summary

No staffing changes are proposed for 2024. Organizational changes in 2023 included the separation of Human Resources from Administration to a separate department and the transfer of Communications activities and staff to Administration.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$269,130	\$279,229	\$295,243	\$312,153
Supplies	\$3,274	\$2,660	\$5,100	\$15,450
Other Svcs & Charges	\$9,368	\$11,613	\$12,765	\$15,597
Total	\$281,773	\$293,502	\$313,108	\$343,200

ADMINISTRATION

COMMUNICATIONS (41350)

Department Description/Services

Responsible for all aspects of the City's internal and external communication activities in conformity with the City, community, and departmental goals and objectives. Maximizes the impact of outgoing City communications regarding a wide range of programs, services, issues, and policies by leveraging existing technology, tools, and media outlets in order to achieve a better-informed public and internal organization. Assists with the planning, leadership, operations, and administration of the branding, marketing, and communications of the City, while providing accurate, effective, informative, and timely public information to internal staff, the news media, residents, and businesses that furthers the City's commitment and vision for informative and responsive government. Works to plan, develop, and disseminate information designed to provide awareness of City programs, services, accomplishments, and other pertinent information.

2024 Budget Goals & Objectives

- Finalize and implement City's Strategic Communications and Engagement Plan and Crisis Communications Plan.
- Continue to assist department heads and staff with communications training, strategies, and activities.
- Prepare and publish quarterly newsletters for community distribution.
- Recap of City Council agenda items for public and staff.
- Increase community outreach related to new and on-going City matters.
- Work with the Community and Economic Development Department on the creation of various industrial/commercial/residential development marketing materials.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Press Releases Issued	n/a	n/a	10	15
News Flash Items (on City Website)	142	107	120	120
Followers to City Social Media sites	n/a	n/a	23,000	24,000
Unique City Website Users*	102,152	726,899*	102,000*	100,000*
Newsletters Distributed	n/a	n/a	12	16

*Google Analytics made changes to the way it tracks users on our webpage in 2022, and additional changes are being made in 2023 as we convert to a new Google Analytics 4.

Staffing Levels

Position	2020 Adopted	2021 Adopted	2022 Adopted	2023 Adopted	2024 Proposed
Communications Manager	0.00	0.00	0.00	1.00	1.00
Total Full-Time Employees	0.00	0.00	0.00	1.00	1.00

Budget Summary

This was a newly created Division (and budget) under Administration in 2023. Expenses under Other Svcs & Charges include City website and social media related costs.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$0	\$0	\$0	\$97,896
Supplies	\$0	\$0	\$150	\$1,400
Other Svcs & Charges	\$0	\$0	\$0	\$5,200
Total	\$0	\$0	\$150	\$104,496

ADMINISTRATION

ELECTIONS (41410)

Department Description/Services

This activity provides for the preparation of any and all elections including organizing of the polling places, election judges, and vote tabulation.

2024 Budget Goals & Objectives

- Conduct safe and efficient elections.
- Implement election judge software in partnership with Rice County to provide election and training transparency.
- Provide outreach via our website, social media, and local media regarding elections and election security.
- Implement changes or revisions imposed by legislature regarding conduct of local elections.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Special Primary Election Registered Voters (May)	0	11,439	0	0
Special Primary Ballots Collected	0	835	0	0
Presidential Primary Registered Voters	0	0	0	11,600
Presidential Primary Ballots Collected	0	0	0	2,000
Primary Election Registered Voters	0	11,533	0	11,600
Primary Ballots Collected	0	2,619	0	2,700
General Election Registered Voters	0	11,498	0	11,600
General Ballots Collected	0	7,363	0	10,000

Staffing Levels

Position	2020 Adopted	2021 Adopted	2022 Adopted	2023 Adopted	2024 Proposed
Election Judges	70.00	0.00	60.00	0.00	60.00
Total Part-Time Employees	70.00	0.00	60.00	0.00	60.00

Budget Summary

There are three scheduled elections for 2024. Expenses include annual equipment lease costs payable to Rice County (Poll Pads, Automarks, and DS200s) as well as election judge pay and supplies. In 2023, the Minnesota State Legislature allocated money to pay for election expenses. These dollars will be split between Rice County and the City of Faribault in accordance with the statute.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$0	\$31,792	\$0	\$32,000
Supplies	\$710	\$3,522	\$0	\$4,250
Other Svcs & Charges	\$910	\$2,766	\$1,810	\$8,060
Total	\$1,620	\$38,080	\$1,810	\$44,310

FINANCIAL ADMINISTRATION

FINANCE ADMINISTRATION (41510)

Department Description/Services

This activity directs the City's financial affairs pursuant to generally accepted accounting standards. This includes initiation of financial plans, review and implementation of internal controls, safeguarding assets and accounting of financial transactions, including: payroll, accounts receivable, accounts payable, investment management, debt management and accounting control as well as facilitating the annual preparation of the Annual Comprehensive Financial Report, Long Term Financial Plan, budget documents and Capital Improvement Plan.

- Accounts Payable
- Accounts Receivable
- Cash Receipting
- Project Accounting
- Implementation of Financial Controls
- Integrated financial services software and internal reporting
- Budget preparation
- Capital Improvement Plan
- Grant administration
- Cash and investment management
- Utility billing
- Utility rate analysis
- Audit and Annual Comprehensive Financial Report
- Long-range financial planning
- Debt service analysis, bond issues and payments
- Tax Increment Financing
- Tax levy administration
- Special assessments
- Asset management
- Insurance and risk management
- Banking relations
- Mandated state and federal reporting

2024 Budget Goals & Objectives

- Utilize the Long-Term Financial Planning tool in decision making processes.
- Cross-train on utilization of the Long-Term Financial Management Plan.
- Implement the core financials, cashiering, and utility billing modules of a new Enterprise Resource Planning (ERP) system.
- Establish procedures to fully utilize the new ERP system.
- Update documented procedures in accordance with the new ERP system.
- Define and document internal controls with the new ERP system.
- Monitor and improve the new franchise fee rebate program initiated in 2023.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Total Budget	\$47,074,424	\$52,392,185	\$58,354,758	\$54,358,833
Total Payroll Cost	\$16,109,702	\$16,489,248	\$17,568,913	\$18,272,962
Tax Levy	\$10,162,266	\$10,559,078	\$11,184,332	\$11,966,068
Levy increase (decrease)	7.97%	3.90%	5.92%	6.99%
Tax Capacity	\$19,329,347	\$20,431,840	\$23,573,544	\$25,719,604
Utility Customers	7,554	7,554	7,706	7,706
Cash & Investments – Year End	\$56,051,433	\$49,016,587	\$45,000,000	\$45,000,000

Staffing Levels

Position	2020 Adopted	2021 Adopted	2022 Adopted	2023 Adopted	2024 Proposed
Finance Director	1.00	1.00	1.00	1.00	1.00
Assistant Finance Director	0.00	0.00	0.00	1.00	1.00
Accounting Supervisor	1.00	1.00	1.00	0.00	0.00
Senior Accountant	0.00	1.00	1.00	1.00	1.00
Account Technician	2.00	2.00	2.00	2.00	2.00
Payroll Benefit Specialist	0.50	0.50	0.00	0.00	0.00
Administrative Assistant II	1.70	1.00	1.00	1.00	1.00
Total Full-Time Employees	6.20	6.50	5.00	5.00	6.00
Total Part-Time Employees	0.00	0.00	1.00	1.00	0.00

Budget Summary

The Finance 2024 budget remains stable in accordance with the direction of the City Administrator. The part-time Account Technician was adjusted mid-year 2023 to full-time. The employee benefit of tuition reimbursement is being increased as it is being utilized. Personnel costs are adjusted in accordance with the Collective Bargaining Agreements and the Non-Union Resolution passed by City Council in 2022 and 2023. In 2023, a one-time additional \$5,000 for professional services was added to scan permanent records for retention.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$406,872	\$373,673	\$400,277	\$449,389
Supplies	\$3,126	\$5,232	\$5,650	\$5,852
Other Svcs & Charges	\$73,072	\$59,535	\$81,288	\$78,268
Total	\$483,070	\$438,440	\$487,215	\$533,509

HUMAN RESOURCES

INFORMATION TECHNOLOGY (41580)

Department Description/Services

This activity provides for the operation and general maintenance of the City's information technology systems. It directs the City's information technology to generally accepted standards. This includes computer security, server maintenance and upgrades, standardized hardware and software, use of electronic mail and virus protection. This department also manages cellular phones and door access software and hardware.

2024 Budget Goals & Objectives

- Transition staff and domain to MS 365.
- Install new door access and camera systems for all facilities.
- Work with consultant to begin implementation of items necessary for the 2025 BCA compliance audit.
- Install new server(s) and technology required for public facilities.
- Work with departments to determine need, cost, maintenance and installation with all new technologies.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Number of Personal Computers	190	249	249	249
Number of Mobile Devices (Phones & Tablets)	130	125	130	132
Support Help Desk Tickets	750	1,285	1,300	1,350
Physical Servers	8	8	9	10
Virtual Servers	18	18	19	20

Staffing Levels

Position	2020 Adopted	2021 Adopted	2022 Adopted	2023 Adopted	2024 Proposed
IT Coordinator	1.00	1.00	1.00	1.00	1.00
IT Technician	1.00	1.00	1.00	1.00	1.00
Total Full-Time Employees	2.00	2.00	2.00	2.00	2.00

Budget Summary

Staffing levels and other operational expenses are projected to remain relatively consistent for 2024.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$164,703	\$167,943	\$181,182	\$177,010
Supplies	\$1,103	\$8,449	\$9,650	\$6,365
Other Svcs & Charges	\$53,660	\$43,526	\$44,780	\$247,520
Total	\$219,467	\$219,919	\$235,612	\$430,895

ADMINISTRATION

LEGAL SERVICES (41610)

Department Description/Services

This activity directs the overall legal services for the City, including the issuance of legal opinions, preparation of ordinances, resolutions, contracts and agreements, and the conduct of civil litigation. In addition, this account group provides prosecution of misdemeanor criminal violations, preparation of complaints, processing of evidence, and the trial work associated with prosecution. Legal services are provided by two private law firms, one for criminal prosecution and the other for civil matters.

2024 Budget Goals & Objectives

- Adopt ordinance(s) for the implementation of administrative offenses citations to improve compliance with enforcement actions imposed on nuisance violations, property maintenance issues, and other code related matters.
- Provide input/guidance on revisions to the City Charter and Code of Ordinances.
- Ensure that incurred legal expenses are reimbursed when appropriate through charges to developers, tax increment financing proceeds, etc.
- Provide training to City Council, Boards and Commissions, and/or Leadership Team on the Open Meeting Law, Conflicts of Interest, and specific topics identified for discussion.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Criminal				
Case Files Opened	793	799	1,000	1,000
Case Files Closed	373	738	600	700
Jury Trials (to completion)	1	2	2	2
Scheduled Court Appearances	1,700+/-	3020	1,800+/-	2,000
Civil				
General (Hours)	922.4	1154.75	1,000	1000
EDA (Hours)	17.0	57.50	60	60
HRA (Hours)	53.4	184.65	60	100

Budget Summary

Contracts with both of the law firms representing the City are in place for 2023 through 2025. Criminal services (contracted with Eckberg-Lammers) are on a flat fee basis for the year, while civil services (Kennedy & Graven) are billed hourly under their contract. Larger actions brought against the City are typically defended by the League of Minnesota Cities through the City's insurance coverage.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Other Svcs & Charges	\$231,410	\$242,618	\$277,230	\$262,100
Total	\$231,410	\$242,618	\$277,230	\$262,100

HUMAN RESOURCES

HUMAN RESOURCES (41800)

Department Description/Services

This department is under the general supervision of the Human Resources Director and performs a wide variety of public-sector human resources administrative duties.

- Assist individuals for employment in accordance with equal employment opportunity principles.
- Responsible for payroll, information technology, labor and employee relations, job classification and compensation, pay equity, employee benefits, safety program and worker's compensation, employee records, personnel policy administration, contract negotiations and administration of the Employee Assistance Program.

2024 Budget Goals & Objectives

- Negotiate all CBA's for 2025 and beyond.
- Implement Sick and Safe legislation.
- Develop, train and assist as needed for the new City Administrator and other positions as needed.
- Installation and implement new payroll and HRIS system.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Full-time Employees Hired	15	15	16	15
Permanent Part-time Employees Hired	2	8	10	6
Promotions	4	1	8	6
Labor Contracts	5	5	5	5
Other Employee Groups	3	3	3	3

Staffing Levels

Position	2020 Adopted	2021 Adopted	2022 Adopted	2023 Adopted	2024 Proposed
Human Resources Director	0.00	0.00	0.00	1.00	1.00
Human Resources Assistant	0.00	0.00	0.00	1.00	1.00
Human Resources Manager	1.00	1.00	1.00	0.00	0.00
Payroll Benefit Specialist	0.50	0.50	1.00	0.00	0.00
Total Full-Time Employees	1.50	1.50	2.00	2.00	2.00

Budget Summary

Staffing levels have remained the same for this budget cycle. Interview and selection were done for a new finance, payroll and HRIS system in 2023, for implementation in 2024. Several items of legislation were passed in 2023 that were implemented or will be phased in between 2023 and 2025, that affected the City and its employees. Reclassification of various positions, new positions and department reorganizations will be done as needed for 2024.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$225,793	\$253,347	\$275,134	\$289,776
Supplies	\$1,670	\$2,294	\$9,100	\$4,400
Other Svcs & Charges	\$30,110	\$63,646	\$67,072	\$68,481
Total	\$257,573	\$319,287	\$351,306	\$362,657

COMMUNITY & ECONOMIC DEVELOPMENT

PLANNING AND ZONING (41910)

Department Description/Services

The Planning and Zoning Division prepares long-range plans and processes current planning and zoning applications. Specific responsibilities of the Planning and Zoning Division include the following:

- Provide liaison and support to the Planning Commission, the Development Review Committee, the Airport Zoning Board, and ad hoc committees.
- Interpret and administer the Unified Development Ordinance (UDO) and other land use-related provisions of the City Code.
- Amend and update the UDO to be consistent with the Comprehensive Plan and City Council direction.
- Review development applications and permits for zoning compliance.
- Coordinate the development review and approval process.
- Enforce zoning violations.
- Conduct land use studies and develop small area plans.
- Coordinate and administer the City's Comprehensive Plan and planning processes.
- Assist with administrative projects as requested.

2024 Budget Goals & Objectives

- Continue to implement the Journey to 2040 Comprehensive Plan.
- Amend the City's Official Zoning Map.
- Update the City's Unified Development Ordinance.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Planning Commission Applications	50	55	55	55
Admin Reviews and Site Plans	200	211	215	215
Policy Recommendation & Interpretations	50	50	60	50
Number of Planning Commission Meetings and Work Sessions	50	24	48	36

Staffing Levels

Position	2020 Adopted	2021 Adopted	2022 Adopted	2023 Adopted	2024 Proposed
City Planner	1.00	1.00	1.00	1.00	1.00
Planning Coordinator	1.00	1.00	1.00	1.00	1.00
Community Development Coordinator	0.00	0.00	0.00	1.00	1.00
Total Full-Time Employees	2.00	2.00	2.00	3.00	3.00

Budget Summary

The budget includes tools and resources necessary for the Planning and Zoning Division to efficiently and effectively do its work. This includes software licenses and continuing education. The budget includes software, continuing education, professional services for specialized projects or contract planning services, and a summer internship program.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$380,655	\$423,097	\$458,245	\$436,889
Supplies	\$406	\$1,289	\$1,600	\$1,200
Other Svcs & Charges	\$26,112	\$30,624	\$43,267	\$55,457
Total	\$407,173	\$455,009	\$503,112	\$493,546

PARKS AND RECREATION

CITY HALL MAINTENANCE (41940)

Department Description/Services

This activity provides for the operation and general maintenance of City Hall. This budget also provides general telephone communications and office copy duplication for City Hall.

2024 Budget Goals & Objectives

- To maintain floors and facilities.
- To maintain lawns and landscaping.
- To attend staff trainings and custodial trainings

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Rooftop Units Maintained (City Wide)	26	26	26	26
Boilers Maintained (City Wide)	11	11	11	11

Staffing Levels

Position	2020 Adopted	2021 Adopted	2022 Adopted	2023 Adopted	2024 Proposed
Maintenance Engineer	1.00	1.00	1.00	1.00	1.00
Total Full-Time Employees	1.00	1.00	1.00	1.00	1.00

Budget Summary

This budget is used for general maintenance of City Hall, paper for City Hall and some IT equipment.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$99,108	\$78,542	\$68,265	\$72,339
Supplies	\$10,731	\$13,604	\$13,250	\$16,050
Other Svcs & Charges	\$72,952	\$79,019	\$89,117	\$95,441
Total	\$182,790	\$171,165	\$170,632	\$183,830

POLICE DEPARTMENT

POLICE ADMINISTRATION (42110)

Department Description/Services

Police Administration provides vision, overall leadership, and functional direction of the department. The command staff consists of the Chief, three division Captains, and a department Administrative Assistant. Together they coordinate the daily operations of the Patrol, Investigations, Community Services, and Records Divisions. Administration networks with various community entities, markets the agency, creates shared partnerships, manages daily operations, and responds to all public safety related issues or concerns.

2024 Goals & Objectives

The department is looking at several primary goals related to equipment and technology acquisition to stay modernized and up to date. In addition, the department is looking to support a variety of wellness and community engagement initiatives with funds allocated by the legislature under the Public Safety Aid Package:

- Replace our .45 cal Smith and Wesson handguns. A team of officers test fired a variety of makes/models and recommended the next generation 9 mm Smith and Wesson. The smaller frame of the 9 mm is better suited for all officers, the recoil is less, and proficiency improves without a significant loss of ballistic integrity. The department is able to sell our existing firearms, but there is considerable expense in new holsters, magazines, and optical sites.
- Acquire non-lethal and less lethal weapons to equip every squad car.
- Explore the use of additional technology to enhance our data driven crime reduction and mapping strategy.
- Solidification of the Officer Wellness fund through Public Safety Aid monies. To date, the wellness funds utilized by the department have been allocated from public donations. This is not sustainable or reliable in the long term. Boosting wellness funds will allow for more comprehensive screening, such as through the Sigma Tactical Health cardiac program (cardiac issues are the leading cause of death for officers).
- A dedicated funding source for department community engagement activities such as the “Safe Summer Kickoff”. While grant funds and local sponsors will always be accepted for such events, the on-going success of our engagement efforts can be solidified through department allocation.

Department Statistics

Department-wide Employees & Vehicles	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Total FT and (2) PT Employees	46	43	43	43
Sworn Officers	35	35	35	35
Records and CSO Staff (2 PT)	10.5	8	8	8
Reserve Officers (Volunteers)	16	6	6	0
Police Explorers (Volunteers)	18	10	10	18
Vehicles	25	25	25 (20 owned/5 Leased)	25 (14 owned/11 leased)

Staffing Levels

Position	2020 Adopted	2021 Adopted	2022 Adopted	2023 Adopted	2024 Proposed
Chief of Police	1.00	1.00	1.00	1.00	1.00
Captain	3.00	3.00	3.00	2.00	2.00
Sergeant	0.00	0.00	0.00	1.00	1.00
Administrative Assistant II	1.00	1.00	1.00	1.00	1.00
Total Full-Time Employees	5.00	5.00	5.00	5.00	5.00

Budget Summary

The Public Safety Aid Package has presented the department and City with a one-time opportunity to purchase and acquire needed equipment and fund wellness/community initiatives. In addition to what's mentioned, the department plans to itemize needs and offset traditional capital or equipment purchases with state funds in 2024.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$862,190	\$888,907	\$881,205	\$938,113
Supplies	\$26,404	\$24,891	\$34,275	\$33,590
Other Svcs & Charges	\$172,524	\$211,568	\$243,351	\$258,492
Total	\$1,061,118	\$1,125,366	\$1,158,831	\$1,230,195

POLICE DEPARTMENT

CRIMINAL INVESTIGATION (42121)

Department Description/Services

This activity provides for the investigation and processing of complaints related to all levels of criminal activity. Investigations include person crimes, property crimes, computer forensic investigations, and social service issues involving child and adult protection cases. School Resource Officers are assigned to both Faribault Middle and High School. This area also covers contributions to the Cannon River Drug and Violent Offenders Task Force housed out of the Faribault Police facility.

2024 Budget Goals & Objectives

- Continue to support and assist the Community Based Coordinator from Rice County who assists officers and provides services to individuals experiencing mental health or chemical health crisis. Continued partnership with Rice County Social Services in investigating a high volume of adult and child protection cases.
- Upgrade surveillance and monitoring equipment, to include replacement of an obsolete portable alarm system to assist local business and residents with criminal deterrence.
- Provide advanced trainings, to include criminal financial investigation and crime scene processing to detectives to enhance and improve case investigation for successful prosecution.
- Expand our forensic extraction platforms to help investigations locate, process and utilize data from mobile and computing devices to assure successful identification of parties involved in criminal activity.
- Continue to provide effective school liaison services to the Faribault High School, Middle School and Elementary Schools. Consistent communication between the schools and police to create a safer environment for all students.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Part I Crime Most Serious	440	526	430	460
Part II Crimes	654	593	610	600
Percentage Solved (Part I & II)	36%	46%	44%	45%
Youth Liaison Cases	250	356	245	300
Drug Task Force Cases	260	154	320	270
Investigative Cases Handled	425	304	400	385

Staffing Levels

Position	2020 Adopted	2021 Adopted	2022 Adopted	2023 Adopted	2024 Proposed
Sergeant	1.00	1.00	1.00	1.00	1.00
Police Officer	6.00	6.00	6.00	6.00	6.00
Total Full-Time Employees	7.00	7.00	7.00	7.00	7.00

Budget Summary

The 2024 increase in the department’s Investigations budget is reflective of our vehicle leasing arrangement with Enterprise and the shifting of associated costs from CIP to operational.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$927,226	\$982,253	\$1,042,325	\$1,119,769
Supplies	\$22,368	\$35,285	\$38,150	\$42,173
Other Svcs & Charges	\$45,812	\$46,273	\$66,755	\$88,069
Total	\$995,407	\$1,063,811	\$1,147,230	\$1,250,011

POLICE DEPARTMENT

UNIFORM PATROL (42123)

Department Description/Services

Police Patrol provides for the use of uniform patrol personnel in squad cars, bicycles, and on foot to perform functions throughout the City of Faribault. The basic function of this unit is to ensure the safety of the citizens of Faribault, protect property, prevent crime, and ensure traffic law compliance. Additionally, this unit is actively involved in Community Policing Projects.

2024 Budget Goals & Objectives

Patrol is looking to update some of our current equipment utilizing monies from the Public Safety Aid Package along with additional technology provided by AXON who currently supports our body cameras and squad cameras.

- New squad cameras will be installed in all patrol vehicles that will support the capability of (LPR) license plate reader technology that officers will be alerted when stolen vehicle passes by or when there's a wanted vehicle entered into NCIC nationwide.
- Bike patrol is a great tool for officers to utilize in the summer months for events and routine patrol. Being able to move through the city covertly helps officers encounter active crimes occurring within the city. We plan on adding an additional E-Bike to our fleet.
- The department has partnered with Enterprise Fleet Services to provide the department with police vehicles. In 2024 we are looking to update four of our patrol vehicles to provide officers with necessary updated equipment.
- Better utilize and allocate officers to "hot spots" of criminal activity in the community by utilizing crime mapping technologies.
- Utilize AXON technologies to further reduce the amount of time Officers spend in the office, thus increasing their presence in the community.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimate
Calls-For-Service	28,973	30,500	31,115	31,200
DWI's	120	125	130	135
Citations Issued	2,887	2,890	2,900	2,950

Staffing Levels

Position	2020 Adopted	2021 Adopted	2022 Adopted	2023 Adopted	2024 Proposed
Sergeant	4.00	4.00	4.00	4.00	4.00
Police Officer	20.00	20.00	20.00	20.00	20.00
Police Reserve Officers (Part-Time)	24.00	24.00	24.00	24.00	24.00
Total Full-Time Employees	24.00	24.00	24.00	24.00	24.00
Total Part-Time Employees	24.00	24.00	24.00	24.00	24.00

Budget Summary

Increases in the Uniform Patrol budget are reflective of the department's vehicle lease arrangement with Enterprise and the purchase of new equipment such as non-lethal pepper ball launchers.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$2,867,006	\$2,898,489	\$3,105,224	\$3,103,003
Supplies	\$134,262	\$165,334	\$179,450	\$189,550
Other Svcs & Charges	\$259,561	\$213,983	\$295,575	\$344,104
Total	\$3,260,829	\$3,277,805	\$3,580,249	\$3,636,657

POLICE DEPARTMENT

RECORDS (42124)

Department Description/Services

This activity provides for the maintenance of all records necessary for the operation of the Police Department and meets all state mandated reporting guidelines. The Records Department processes reports to be reviewed and charged by attorney offices and prepares data using proper data practices for release to other agencies and the public. The Records staff works effectively with officers, detectives, CRDVOTF, police administration, attorneys, and the public, and provides clerical support and evidence services for the Police Department.

2024 Budget Goals & Objectives

- Continue to seek training opportunities for staff to increase knowledge and abilities.
- Prepare for future turnover by developing staff.
- Continue to find ways to assist with Body Worn Camera data and processes.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
FPD Calls for Service	28,973	24,754	33,000	29,000
Reports processed	4,311	4,131	4,600	4,200
Drugs Disposed of (lbs) – Evidence Tech	1,085	1,164	1,150	1,130
Evidence Processed	2,792	2,692	2,900	2,600

Staffing Levels

Position	2020 Adopted	2021 Adopted	2022 Adopted	2023 Adopted	2024 Proposed
Records Specialist (Full-Time)	3.00	3.00	3.00	2.00	2.00
Police Records Supervisor	1.00	1.00	1.00	1.00	1.00
Property Evidence Technician	1.00	1.00	1.00	1.00	1.00
Records Specialist (Part-Time)	1.00	1.00	0.00	0.00	0.00
Total Full-Time Employees	5.00	5.00	5.00	4.00	4.00
Total Part-Time Employees	1.00	1.00	0.00	0.00	0.00

Budget Summary

There are no significant increases in the Records budget.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$450,920	\$336,974	\$321,278	\$370,939
Supplies	\$2,250	\$4,759	\$7,000	\$4,800
Other Svcs & Charges	\$10,071	\$6,021	\$11,301	\$11,807
Total	\$463,241	\$347,753	\$339,579	\$387,546

POLICE DEPARTMENT

COMMUNITY SERVICES (42700)

Department Description/Services

This activity provides for the protection of citizens and property from domestic animals, wildlife and vermin, in addition to the investigation of animal abuse and neglect complaints. The CSO division contracts with Muddy Paws for animal services. This CSO division also provides for the enforcement of nuisance violations including: under-maintained sidewalks, unsightly yards, junked vehicles, noxious weeds, and enforcement of the Crime Free Multi-Housing ordinance and associated programs.

2024 Budget Goals & Objectives

- Obtain a second speed trailer due to the increase in traffic complaints/requests.
- Seek out more efficient ways to adopt out unclaimed animals.
- Replace steel trailer in need of repair with lightweight 8 x 10-aluminum trailer.
- Develop additional strategies to assist pet owners in identifying lost or missing pets.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Animal Complaints	1,150	668	1,480	1,332
Nuisance Complaints	5,260	3,094	7,200	6,480
Parking Tickets Issued	850	558	1,100	990
Animals Impounded	195	93	235	212
Animals Claimed	102	70	120	108
Animal Boarding Days	325	327	625	563
Other	2,950	2,748	3,500	3,850

Staffing Levels

Position	2020 Adopted	2021 Adopted	2022 Adopted	2023 Adopted	2024 Proposed
CSO Supervisor	1.00	1.00	1.00	1.00	1.00
Community Services Officer II	1.00	1.00	1.00	1.00	1.00
Community Services Officer II (Part-Time)	2.00	2.00	2.00	2.00	2.00
Total Full-Time Employees	2.00	2.00	2.00	2.00	2.00
Total Part-Time Employees	2.00	2.00	2.00	2.00	2.00

Budget Summary

The 2024 increase in the department’s Community Services budget is reflective of our vehicle leasing arrangement with Enterprise and the shifting of associated costs from CIP to operational.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$222,326	\$209,227	\$266,506	\$301,351
Supplies	\$11,674	\$12,271	\$32,550	\$24,250
Other Svcs & Charges	\$15,593	\$25,292	\$25,945	\$42,976
Total	\$249,594	\$246,791	\$325,001	\$368,577

FIRE AND CODE SERVICES

FIRE ADMINISTRATION (42210)

Department Description/Services

The Director of Fire and Code Services serves as the chief administrator for the Fire and Code Services Department and reports to the City Administrator. The Director of Fire and Code Services is responsible for managing the overall operations of the Fire and Code Services Department, the development and maintenance of the City's Multi-Hazard Plan, and serves as coordinator for all City of Faribault safety training, record keeping and program coordination. Administration's responsibilities also include:

- Strategic planning for the department.
- Financial management of the Fire and Codes Department budgets.
- Grant research, writing, and administration.
- Management of staff issues.
- Coordination and administration of community relations events and programs.
- Ensure the efficient daily operations of the Fire and Code Services Department.

2024 Budget Goals & Objectives

- Continue to promote firefighter health and well-being through training and safety equipment purchases.
- Work with staff to develop a plan for additional full-time firefighters in the future.
- Hire more paid-on call firefighters.
- Search out and apply for grants to off-set equipment and training needs.
- Identify the location of a new fire station based on response times for the community.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Grants Applied For	4	5	5	6
Processed Data Requests	31	34	43	50

Staffing Levels

Position	2020 Adopted	2021 Adopted	2022 Adopted	2023 Adopted	2024 Proposed
Director of Fire & Code Services	1.00	1.00	1.00	1.00	1.00
Administrative Assistant II (Part-Time)	0.30	1.00	1.00	1.00	1.00
Fire/Property Maintenance Inspector	0.50	0.50	0.00	0.00	0.00
Total Full-Time Employees	1.80	1.50	1.00	1.00	1.00
Total Part-Time Employees	0.00	1.00	1.00	1.00	1.00

Budget Summary

Increases to this budget reflect COLA, step increases, inflation and parts and supplies costs as they have increased dramatically.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$222,807	\$232,285	\$244,775	\$261,127
Supplies	\$8,677	\$7,296	\$6,750	\$11,900
Other Svcs & Charges	\$37,546	\$47,021	\$52,573	\$55,625
Total	\$269,030	\$286,602	\$304,098	\$328,652

FIRE AND CODE SERVICES

FIRE SUPPRESSION (42220)

Department Description/Services

The City of Faribault utilizes a combination fire suppression division with one Director of Fire and Code Services, three Fire Captains, and six full-time Firefighters and is authorized to have twenty-seven Paid On-Call (POC) firefighters. Under the direction of the Director of Fire and Code Services, the primary services provided by the Fire Suppression division are:

- Fire Operations – Fire operations provide fire protection, emergency medical service delivery, technical rescue, and hazardous material emergency responses. The fire suppression division currently utilizes two engines, one aerial/engine combination truck, one heavy duty rescue/engine with technical rescue capabilities, (i.e. swift water, trench, confined space and high-level rescue), one Rural Fire Association tender, two pick-up trucks, two Technical Rescue Trailers, one Rescue Boat, one All-Terrain Vehicle and an Emergency Response/Rehab trailer.
- Fire Prevention – Fire prevention includes incident pre-plan programs, fire cause determination, internal safety investigations, citizen safety awareness programs, public fire education programs, public information services and the coordination of community relations events.
- Fire & Rescue Training – Fire training encompasses the coordination of fire suppression and rescue training and employee professional development of all fire suppression personnel.
- Fire Inspections – Fire inspections involve site visits to and education of owners/operators of commercial facilities within the City. The purpose of the inspection is to ensure commercial and industrial facilities meet the International Fire Code.

2024 Budget Goals & Objectives

- Continue to educate our staff utilizing the skills, experience, and knowledge of our existing staff.
- Maintain quality equipment through budgeting, replacement schedules, and in-house maintenance programs.
- Adjust our response model along with our first responder partners in our ever-changing emergency response climate.
- Take delivery of a new rescue apparatus that will support the change to our response model.
- Continue the process of training the full-time staff up to technician level in trench rescue, confined space rescue, and rope rescue.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Fires & Alarms	248	242	260	260
Medical Calls	1,972	1,882	2,300	2,500
Rescue Calls	179	124	200	210
Additional Calls	704	718	775	780
Total Calls	3,103	2,966	3,300	3,750
Average Calls Per Day	8.5	8.1	9.5	10.3
Training Data (total hours trained)	2,500	2,193	2,500	2,300
Public Education Contacts	2,000	2,000	4,000	2,500
Burning Permits Issued	75	88	90	95

Staffing Levels

Position	2020 Adopted	2021 Adopted	2022 Adopted	2023 Adopted	2024 Proposed
Captain	3.00	3.00	3.00	3.00	3.00
Firefighter	6.00	6.00	6.00	6.00	6.00
Firefighter Paid-On-Call (Part-Time)	24.00	24.00	24.00	24.00	24.00
Total Full-Time Employees	9.00	9.00	9.00	9.00	9.00
Total Part-Time Employees	24.00	24.00	24.00	24.00	24.00

Budget Summary

Increases made to this budget were in response to the increased cost of supplies and equipment. Most of the necessary equipment (PPE for example) saw double digit percentage increases in their cost. Also, an increase in our overtime budget is needed to keep up with increases in wages due to step and COLA increases.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$1,266,032	\$1,312,695	\$1,364,264	\$1,575,324
Supplies	\$77,319	\$102,688	\$91,800	\$99,450
Other Svcs & Charges	\$26,965	\$55,185	\$34,382	\$40,741
Total	\$1,370,315	\$1,470,568	\$1,490,446	\$1,715,515

FIRE AND CODE SERVICE

EMERGENCY MANAGEMENT (42500)

Department Description/Services

The Director of Fire and Code Services is the Emergency Management Director for the City of Faribault and is responsible for developing, coordinating, and maintaining the City's Multi-Hazard Plan, assisting all public and private facilities with their Emergency Action Plans, and coordinating all City safety programs.

2024 Budget Goals & Objectives

- Hold another CERT training academy to increase the number of volunteers on our team.
- Continue to educate both full-time and part-time firefighters on our Multi-Hazard Plan to ensure they are prepared to act in their assigned roles.
- Work with private schools in our community to develop active shooter and reunification plans.
- Continue to promote participation in the City's Emergency Notification System, Everbridge.
- Upgrade technology in the Emergency Operations Center (EOC).
- Bolster our cache of N-95 masks.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Number of Outdoor Warning Sirens	9	9	10	10
Citizens enrolled in the Everbridge	1,992	10,805	11,100	11,500

Budget Summary

This budget is utilized for whole community training and outreach, EOC support, expenses associated with maintaining the City's Multi-Hazard Plan, outdoor warning siren maintenance and the Everbridge Emergency Notification System.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Supplies	\$142	\$404	\$400	\$500
Other Svcs & Charges	\$3,396	\$5,274	\$5,650	\$5,750
Total	\$3,538	\$5,678	\$6,050	\$6,250

FIRE AND CODE SERVICES

CODE DIVISION (42400)

Department Description/Services

The Code Division provides enforcement of property maintenance codes, plan review and inspection of all new construction, alteration, and/or repair projects within the City by a state-licensed Building Official, and administration of the Rental Housing Licensing and inspections program. The purpose of these inspections is to protect property owners and ensure compliance with the current MN State Building Code, Property Maintenance Code, Electrical Code, and their related appendices and local ordinances. The Code division services include:

- Building permit administration and plan review.
- Building code enforcement and inspections.
- Electrical code enforcement and inspections.
- Mechanical code enforcement and inspections.
- Plumbing code enforcement and inspections.
- Property maintenance code enforcement and inspections.
- Time of Sale inspections for manufactured homes.
- Rental housing licensing and inspections.
- Sign inspections.

2024 Budget Goals & Objectives

- Continue streamlining the permit process through the online permitting system.
- Research and implement licensing module to streamline the rental licensing program.
- Train new staff and encourage existing staff to attend trainings to further their knowledge in building and property maintenance codes.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Number of Plans Reviewed	265	310	300	280
Number of Permits Issued	1,281	1,909	1,300	1,300
Number of Online Permits Issued	471(Partial Year)	1,348	1,200	1,400
Field Inspections	2,837	3,608	3,000	3,000
Number of Licensed Properties Inspected / Number of Units	433/2,601	920/2,100	394/1,343	360/1,080

Staffing Levels

Position	2020 Adopted	2021 Adopted	2022 Adopted	2023 Adopted	2024 Proposed
Building Official	1.00	1.00	1.00	1.00	1.00
Building Inspector I	1.00	1.00	1.00	1.00	1.00
Building Inspector II	0.00	0.00	0.00	1.00	1.00
Rental Housing Technician	1.00	1.00	1.00	0.00	0.00
Administrative Assistant I (Part-Time)	0.00	0.00	0.00	0.00	1.00
Building Permit Technician	0.00	0.00	1.00	0.00	0.00
Property Maintenance/Fire Code Inspector	0.50	0.50	0.00	1.00	1.00
Total Full-Time Employees	3.50	3.50	4.00	4.00	4.00
Total Part-Time Employees	0.00	0.00	0.00	0.00	1.00

Budget Summary

Budget projections for permit revenue is based on construction industry trends. Primary expenses include personnel costs which have increased because of the hiring of staff.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$415,096	\$436,185	\$459,879	\$512,143
Supplies	\$2,552	\$9,868	\$8,100	\$6,950
Other Svcs & Charges	\$92,874	\$123,607	\$126,655	\$120,295
Total	\$510,522	\$569,660	\$594,634	\$639,388

PUBLIC WORKS

PUBLIC WORKS ADMINISTRATION (43110)

Department Description/Services

This department provides for the administrative direction of public works services including the Streets Division, Utilities Division, Water Reclamation Facility, Right-of-Way, and Airport in the Public Works Department, along with administrative staff.

The Director oversees the budgets for the various divisions in the department, working with the respective superintendent with the following duties:

- Prepare and submit annual budget and capital improvement plan documents for consideration by Administration and the City Council.
- Provide information and recommendations to the City Council, Administration, and other departments as necessary regarding the operations of the Public Works Department.
- Prepare, submit, and present various documents to the City Council for action, and to Administration and other departments in support of other City operations. Ensure City and department policies, standards, and other governing documents (employee handbook, collective bargaining agreement, etc.) are being followed by assigned staff.
- Provide direction on establishing departmental goals and objectives, and identifying and ensuring the necessary resources are available to meet those goals and objectives.

2024 Budget Goals & Objectives

- Continue implementation of the asset management software to improve efficiency of department.
- Conduct a review of equipment maintenance staffing.
- Continue onboarding for new staff.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Right-of-Way Permits	75	107	75	100
Work Orders	475	487	500	500

Staffing Levels

Position	2020 Adopted	2021 Adopted	2022 Adopted	2023 Adopted	2024 Proposed
Director of Public Works	1.00	1.00	1.00	1.00	1.00
Administrative Coordinator	0.00	0.00	0.00	1.00	1.00
Administrative Assistant II	1.00	1.00	1.00	0.00	0.00
Total Full-Time Employees	2.00	2.00	2.00	2.00	2.00

Budget Summary

The implementation of asset management software will improve tracking operational and lifecycle costs for City assets. The software will also be able to help with identifying operational efficiencies that will be a benefit for future budget planning. The continued optimization of this software will be necessary to meet the changing needs of the department. Upgrading the Administrative Assistant II position to Administrative Coordinator will result in higher personnel costs in 2024.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$101,297	\$101,502	\$111,620	\$123,293
Supplies	\$533	\$53	\$1,060	\$550
Other Svcs & Charges	\$3,934	\$3,668	\$7,775	\$9,513
Total	\$105,764	\$105,223	\$120,455	\$133,356

PUBLIC WORKS

STREET MAINTENANCE (43121)

Department Description/Services

This activity provides for maintenance of City streets, including patching, crack filling, seal coating, tree trimming, mowing of road sides, and street sweeping. In addition, this budget includes the Street Division employee and equipment costs for ice and snow removal from City streets (as well as state and county highways covered under maintenance agreements) along with traffic control signals/signage. The Public Works, Engineering, and Parks building operational costs are also included in this budget.

2024 Budget Goals & Objectives

- Implementation of assessment management program features into work flow process to increase efficiencies.
- Replacement of service truck.
- Evaluate seal coating program.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Total Miles of Local Streets	114.4	114.4	115	115
Seal Coating Blocks	85	78	65	60
Street Sweeping (Hours)	2,500	1,796	2,000	1,800
Gravel Maintenance (Hours)	400	175	400	400
Bituminous Material (Tons)	1,000	894	1,100	1,200

Staffing Levels

Position	2020 Adopted	2021 Adopted	2022 Adopted	2023 Adopted	2024 Proposed
Superintendent	1.00	1.00	1.00	1.00	1.00
Foreperson	1.00	1.00	1.00	1.00	1.00
Heavy Equipment Operator	4.00	4.00	4.00	4.00	4.00
Light Equipment Operator	3.00	3.00	3.00	3.00	3.00
Total Full-Time Employees	9.00	9.00	9.00	9.00	9.00

Budget Summary

The rising cost of materials (bituminous mix, cold patch, seal coat oil) continue to impact the budget, often resulting in decreased amounts of maintenance activities such as seal coating. Aging infrastructure will have a role in developing future budgets and determining service levels. The continued implementation of new technology and methods will assist in mitigating cost increases.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$895,929	\$926,704	\$967,673	\$1,028,036
Supplies	\$337,150	\$389,274	\$366,000	\$418,050
Other Svcs & Charges	\$169,711	\$223,859	\$203,514	\$208,310
Total	\$1,402,791	\$1,539,837	\$1,537,187	\$1,654,396

PUBLIC WORKS

ICE & SNOW REMOVAL (43125)

Department Description/Services

This activity provides for materials and outside services for ice and snow removal on City streets, alleys, trails, and parking lots including the cost of deicer, sand, and the contract hauling of snow from the public right-of-way. It does not include any employee costs or equipment for removal of ice and snow, which are included in the Street Maintenance budget.

2024 Budget Goals & Objectives

- Continue to adjust chemical application equipment to optimize efficiency.
- Apply salt only with no sand where practical.
- Increase the use of untreated salt when conditions allow.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Snow Removal (Inches)	60	58	55	50

Budget Summary

Annual snowfall amounts have the most significant impact on the budget. The average snowfall is approximately 44", the winter of 2022-2023 was slightly above average. Climate trends along with the rising cost of salt will have significant roles in future planning. Implementing current technology may provide some relief in providing efficiencies yielding cost savings. The use of treated salt in areas has improved efficiency. Converting to straight salt from sand/salt mixture where applicable has resulted in reduced spring street sweeping costs.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Supplies	\$85,461	\$100,393	\$85,000	\$91,000
Other Svcs & Charges	\$32,910	\$42,296	\$40,000	\$40,000
Total	\$118,371	\$142,688	\$125,000	\$131,000

PUBLIC WORKS

EQUIPMENT MAINTENANCE (43126)

Department Description/Services

The Equipment Maintenance Division provides maintenance services for the City's vehicle fleet (limited fire) and equipment in order to provide safe and efficient operation. In addition, this division provides for maintenance and operation of the City fleet fueling system located at the Public Works & Park building.

The department performs routine repair and maintenance of trucks, cars, heavy and light equipment, and various pieces of capital equipment. The department also provides in-house welding and metal fabrication services.

2024 Budget Goals & Objectives

- Replace the F550 service truck.
- Use asset management software module for fleet maintenance.
- Explore leasing options of equipment.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Work Orders	775	770	775	800

Staffing Levels

Position	2020 Adopted	2021 Adopted	2022 Adopted	2023 Adopted	2024 Proposed
Foreperson	1.00	1.00	1.00	1.00	1.00
Mechanic	2.00	2.00	2.00	2.00	2.00
Total Full-Time Employees	3.00	3.00	3.00	3.00	3.00

Budget Summary

The budget for equipment maintenance should remain fairly consistent from year to year. However, aging equipment and inflationary price increases of parts could have a significant impact on the budget. Leasing options for vehicle was reviewed in 2023 and determined to not be beneficial due to the configuration of vehicles in the fleet.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$267,183	\$275,655	\$254,612	\$271,655
Supplies	\$20,968	\$31,242	\$23,750	\$23,200
Other Svcs & Charges	\$6,653	\$10,190	\$8,574	\$10,106
Total	\$294,804	\$317,087	\$286,936	\$304,961

PUBLIC WORKS

STREET LIGHTING (43160)

Department Description/Services

This activity provides for the operation and maintenance of street lighting and traffic signals. The department coordinates repairs and maintenance of street lights and traffic control devices with a contract electrical service provider.

2024 Budget Goals & Objectives

- Convert lighting in the downtown to LED.
- Update street light inventory.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Traffic Signals	13	13	13	13
Street Light Outage Reports	12	11	12	10

Budget Summary

A main influence on the street light budget is the cost of electricity and the repair/maintenance of aging facilities. The use of LED fixtures has decreased the monthly electricity use as well as being more reliable and having fewer outages reported. The City currently operates and maintains multiple lighting and signal systems along state and county highways per past agreements, some of which will be replaced in 2024.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Supplies	\$175	\$283	\$500	\$400
Other Svcs & Charges	\$250,911	\$301,342	\$314,000	\$324,000
Total	\$251,087	\$301,624	\$314,500	\$324,400

PUBLIC WORKS

TRAFFIC SIGNS & SIGNALS (43170)

Department Description/Services

This activity provides for the maintenance and repair of traffic control signage, signals, and pavement markings. The department is responsible for replacing/repairing signs, updating sign inventory, maintaining traffic control devices and striping roadways and City parking lots.

2024 Budget Goals & Objectives

- Coordinate as necessary with MnDOT on signal upgrades at TH21/Lyndale Ave & 7th St. NW, TH60 & Western Ave., 3rd St. NE & 1st Ave. NE and 30th Ave, NW & TH60.
- Update street sign data base in asset management software.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Sign Maintenance (Hours)	800	780	800	850
Street Signs Replaced	175	375	200	225
Street Signs Repaired	100	130	100	100

Budget Summary

The budget remains fairly stable. Implementation of asset management software will create a detailed sign inventory used to assist with developing replacement schedules. This data will assist with maximizing sign lifecycles and future budget planning.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Supplies	\$24,199	\$32,645	\$29,250	\$26,050
Other Svcs & Charges	\$14,681	\$13,445	\$15,160	\$19,580
Total	\$38,880	\$46,090	\$44,410	\$45,630

ENGINEERING

ENGINEERING (43190)

Department Description/Services

The Department of Engineering Services is a staff service department, which is defined as a department organized to provide for the internal support necessary for the basic operation of the City organization and the function of other City departments. Revenues to support this department are generated from service charges to various capital improvement projects (similar to an engineering consulting firm). Department staff are located at the Public Works & Parks Maintenance building. The Department of Engineering Services provides for:

- Civil-engineering-related services, including design engineering and project management for the construction of public improvements.
- Project-inspection-related services, including field inspection of the construction of public improvements and maintenance of public works records for public facilities and infrastructure.
- Long-range transportation and public utilities infrastructure planning in conjunction with the Public Works and Community and Economic Development departments.

2024 Budget Goals & Objectives

- Delivery of infrastructure improvements identified in the adopted 2024 Budget and Capital Improvement Plan including the Westwood Drive reconstruction project.
- Oversee construction of Northern Link Trail & CPRR Underpass Connection to North Alexander Park and the Cannon River View Trail.
- Collaborate with Rice County on the interchange study and plans for a future CSAH 9/I-35 interchange and identify funding sources.
- Update 10-year capital improvement plan for street and infrastructure improvements utilizing the City's Long-Term Financial Management Plan.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Contracts Let	9	11	12	
Construction Amount	\$7.5M	\$6.9M	\$12.0M	

Staffing Levels

Position	2020 Adopted	2021 Adopted	2022 Adopted	2023 Adopted	2024 Proposed
Director of Engineering/City Engineer	1.00	1.00	1.00	1.00	1.00
Engineering Supervisor	1.00	1.00	1.00	1.00	1.00
Engineering Technician III	2.00	2.00	3.00	3.00	3.00
GIS Coordinator	1.00	1.00	1.00	1.00	1.00
Total Full-Time Employees	5.00	5.00	6.00	6.00	6.00

Budget Summary

The 2024 engineering budget is a very typical construction year. Planned large projects for 2024 include the Northern Link Trail Connection and Cannon River View Trail projects which both have state and/or federal funding sources tied to them as well as the planned Westwood Drive reconstruction project from 8th Street SW to Highland Place.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$524,973	\$550,500	\$589,072	\$601,967
Supplies	\$4,318	\$9,572	\$8,350	\$8,550
Other Svcs & Charges	\$27,305	\$27,954	\$36,693	\$41,026
Total	\$556,596	\$588,026	\$634,115	\$651,543

PARKS AND RECREATION

COMMUNITY CENTER ADMINISTRATION (45110)

Department Description/Services

This activity provides for the general planning and administration associated with the delivery of recreation programs including: aquatics, special leisure programs, athletic and sports programs, community events, and enrichment. It also includes administration of parks maintenance, picnic shelters and facility reservations at numerous facilities. This activity also oversees building maintenance in City facilities. Enrichment classes for youth and adult, music programs, and teen activities are also included within this department.

2024 Budget Goals & Objectives

- To plan for future community center.
- To plan for Downtown (Viaduct) Park.
- To begin implementing the new facility study completed in 2023.

Department Statistics

Community Center Admin	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Picnic Shelter Reservations	358	325	350	350
All Around Passes	355	492	360	400
Insurance Rebates	512	485	535	550
Enrichment Classes	120	110	120	120

Staffing Levels

Position	2020 Adopted	2021 Adopted	2022 Adopted	2023 Adopted	2024 Proposed
Director	1.00	1.00	1.00	1.00	1.00
Recreation Coordinator	1.00	1.00	1.00	1.00	1.00
Administrative Coordinator	0.00	0.00	0.00	1.00	1.00
Administrative Assistant II	1.00	1.00	1.00	0.00	0.00
Administrative Assistant I	0.00	0.00	0.00	1.00	1.00
Communications Coordinator	1.00	1.00	1.00	0.00	0.00
Recreation Coordinator (Part-Time)	1.00	1.00	1.00	1.00	1.00
Receptionists (Part-Time)	2.00	2.00	2.00	2.00	2.00
Total Full-Time Employees	4.00	4.00	4.00	4.00	4.00
Total Part-Time Employees	3.00	3.00	3.00	3.00	3.00

Budget Summary

This budget covers administration of the Parks and Recreation Department. Increase in personnel is due in part to seasonal employee wage adjustments.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$573,008	\$548,119	\$571,894	\$585,789
Supplies	\$18,542	\$31,387	\$37,250	\$40,450
Other Svcs & Charges	\$68,783	\$75,970	\$80,790	\$89,863
Total	\$660,333	\$655,476	\$689,934	\$716,102

PARKS AND RECREATION

COMMUNITY CENTER BUILDING (45122)

Department Description/Services

This activity provides for the operation and general maintenance of the Community Center building and indoor swimming pool. It also provides for the operation and programming of the Armed Forces Reserve Center (AFRC). Department services provided include:

- Aquatics, athletic services, sports services, community events, building maintenance.
- This activity covers all aquatic programs at the indoor pool. Open swim, lap swim, water exercise, swim lessons, pool rentals, and special events.
- Department programs and community rentals are done at the AFRC.
- Maintenance expense of utilities and cleaning for Buckham West are part of this budget.

2024 Budget Goals & Objectives

- To promote use of AFRC.
- To promote use of community center.
- To work with custodians on training programs.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Facility Rentals - Gym, Peterson Room	1,103	1702	1,700	1,700
Indoor Pool Uses	650	1704	1,700	1,700
Fitness Room Passes	223	340	365	365
Water Exercise Participants	11,670	12184	13,000	13,000
Swim Lesson Participants	453	602	700	700
Lap Swim Participants	7,326	5843	7,000	7,000

Staffing Levels

Position	2020 Adopted	2021 Adopted	2022 Adopted	2023 Adopted	2024 Proposed
Light Custodian (Full-Time)	2.00	2.00	2.00	2.00	2.00
Light Custodian (Part-Time)	1.00	1.00	1.00	1.00	1.00
Recreation Coordinator	1.00	1.00	1.00	1.00	0.00
Recreation Superintendent	0.00	0.00	0.00	0.00	1.00
Fitness Coordinator (Part-Time)	1.00	1.00	1.00	1.00	1.00
Receptionist	0.00	0.00	0.00	1.00	1.00
Total Full-Time Employees	3.00	3.00	3.00	3.00	3.00
Total Part-Time Employees	2.00	2.00	2.00	3.00	3.00

*Aquatics Supervisor ¼ Outdoor Aquatic Center ¾ CC Bldg Indoor Pool.

Budget Summary

This budget reflects the building maintenance and utilities as well as cost for the indoor pool and Armed Forces Reserve Center.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$311,596	\$356,075	\$394,428	\$377,845
Supplies	\$35,001	\$47,732	\$46,000	\$46,300
Other Svcs & Charges	\$146,059	\$184,198	\$166,750	\$166,750
Total	\$492,656	\$588,005	\$607,178	\$590,895

PARKS AND RECREATION

AQUATIC CENTER - FFAC (45125)

Department Description/Services

This activity provides for the operation and general maintenance of recreational facilities for the outdoor swimming pool. The activity covers all aquatic programs at the outdoor pool. Open swim, lap swim, water exercise, swim lessons, pool rentals, and special events.

2024 Budget Goals & Objectives

- Try a different pre-season special event in place of the Muddy Mile.
- Attempt new recruiting and hiring techniques.
- Partner with two community organizations for special program opportunities.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Attendance	24,824	23,170	26,000	26,000
Days of Operation	78	79	80	80
Daily Admissions	17,428	16,718	17,000	17,250
Scholarships Awarded	\$1,072	\$1,600	\$3,000	\$3,000
Season Passes Sold	658	604	725	700

Budget Summary

This budget covers all aspects of operating the aquatic center. It also includes ¼ cost of Recreation Superintendent personal costs. Increase in personnel costs is due in part to seasonal employee wage adjustments.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$188,326	\$229,427	\$250,162	\$257,441
Supplies	\$67,022	\$73,828	\$64,550	\$63,550
Other Svcs & Charges	\$57,396	\$66,417	\$48,510	\$60,151
Total	\$312,744	\$369,672	\$363,222	\$381,142

PARKS AND RECREATION

WASHINGTON RECREATION CENTER (45126)

Department Description/Services

This activity provides for the operation and general maintenance of Washington Recreation Center. The facility is for departmental programs, community groups, and private individuals to rent the classrooms and/or the gym.

2024 Budget Goals & Objectives

- To promote facility for reservations.
- To review equipment for CIP future improvements.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Hours of Operation per Week	26	26	26	30
Classroom Reservations	175	264	200	225
Gymnasium Reservations	263	559	250	300

Budget Summary

This budget is used for the operation of the Washington Recreation Center.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$12,587	\$24,032	\$25,425	\$26,437
Supplies	\$2,931	\$3,344	\$2,800	\$2,800
Other Svcs & Charges	\$31,582	\$46,288	\$44,279	\$43,442
Total	\$47,100	\$73,664	\$72,504	\$72,679

PARKS AND RECREATION

SOCCER COMPLEX (45127)

Department Description/Services

This activity provides for the operation and general maintenance of the Soccer Complex. The City of Faribault is the fiscal agent for the soccer complex. The School District is a co-owner of the property. The Soccer Association, School District, and several other groups play soccer games at the facility. There are also a large number of drop in players that use the facility on a daily basis. Keeping up with the maintenance is the biggest issue.

2024 Budget Goals & Objectives

- Promote soccer complex to outside soccer groups.
- Review complex improvements with City, District and Soccer Association.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Traveling Home Games & Home Tournaments	35	32	29	32
School District Home Games, FHS & FMS	40	40	40	40
Fall Soccer Participation	0	125	130	130
Little Feet Summer Participation	205	208	225	225

Budget Summary

This budget covers all expenses for the Soccer Complex. The City, School District, and Soccer Association share equally in all expenses of the facility.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Supplies	\$3,100	\$4,976	\$4,850	\$4,850
Other Svcs & Charges	\$35,198	\$30,492	\$26,831	\$27,007
Total	\$38,298	\$35,468	\$31,681	\$31,857

PARKS AND RECREATION

ADULT PROGRAMS (45130)

Department Description/Services

This activity provides for the delivery of adult programs. This account group includes programs such as adult basketball, softball, volleyball, golf leagues, group exercise, outdoor ice rinks, the Faribault Ice Arena, and other general athletic programs. This budget also includes concerts in the park and outdoor movies.

2024 Budget Goals & Objectives

- Better communicate outdoor ice rink warming house availability.
- Stabilize adult sport participation.
- Add two new young adult leagues.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Days Open at Outdoor Ice Rink	67	61	65	70
Adult Softball	51	31	55	55
Tournaments - Softball	5	5	6	6
Adult Volleyball Teams	65	48	75	75
Number of Games - Volleyball	322	315	325	330
Skating Hours – Ice Arena	125	125	125	125
Free Hours – Charitable Gambling – Ice Arena	18	18	18	18
Concerts in the Park	12	11	11	12
Outdoor Movies	6	5	5	4

Budget Summary

The increase in personnel costs is due to seasonal employee wage adjustments.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$54,836	\$82,635	\$85,984	\$87,456
Supplies	\$11,205	\$14,521	\$17,000	\$16,000
Other Svcs & Charges	\$69,321	\$63,704	\$62,500	\$62,500
Total	\$135,362	\$160,860	\$165,484	\$165,956

PARKS AND RECREATION

YOUTH PROGRAMS (45140)

Department Description/Services

This activity provides for the delivery of youth athletic leagues. This activity includes programs such as baseball, cub football, flag football, volleyball, and other general athletic programs. This activity also provides for delivery of recreational leisure programs for youth which are primarily non-athletic in nature. This activity includes special events, fun centers, and teen activities.

The services provided are all youth programs. We strive to find new programs, eliminate programs that are no longer viable and find ways to include minority populations. Services also included are youth programs including fitness, leisure services, sports services, and community events.

2024 Budget Goals & Objectives

- Try a different special event in place of the Frostival.
- Partner with aquatics for a summer camp option.
- Partner with 2 community organizations for special program opportunities.

Department Statistics

Youth Programs # of Participants	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Cub Football	107	86	125	115
Flag Football	65	38	65	60
Youth Sports	655	716	650	675
Youth Baseball & Clinic	80	76	100	85
Fun Center (Ages 7-11)	189	183	200	175
Preschool – Early Elementary (Age 5-7)	95	86	110	100
Pet Parade	500	250	500	500
Father Daughter Dance	0	0	125	130

Budget Summary

This budget is used for youth programs and youth sports. Increase in personnel costs is due in part to seasonal employee wage adjustments.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$91,987	\$97,174	\$118,111	\$117,287
Supplies	\$22,677	\$18,097	\$21,600	\$22,600
Other Svcs & Charges	\$14,990	\$5,797	\$11,450	\$11,450
Total	\$129,655	\$121,068	\$151,161	\$151,337

PARKS AND RECREATION

PARKS & TRAIL MAINTENANCE (45200)

Department Description/Services

This activity provides for the maintenance of parks, trails, and other public grounds owned by the City. Included is planting of trees and shrubs. The Parks department responsibilities also include fertilizing and mowing of grass and maintenance of ball fields, general playgrounds, and picnic facilities. Winter duties include flooding and maintenance of outdoor ice rinks, plowing of public parking lots, sidewalks, City facilities, and the River Bend Nature Center, as well as to assist with public events.

This program along with all of the parks maintenance projects also supports recreation programs with facility maintenance, community events, picnic shelters, and building maintenance.

2024 Budget Goals & Objectives

- Develop new potential park by County Detention Center.
- To remove ash trees that pose a safety threat.
- To review CIP and prioritize improvements.
- To make trail improvements.
- To work on development of new downtown (viaduct area) park.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Number of Parks Maintained	47	47	47	48
Acres of Parkland Maintained	403	403	403	405
Ball Field Aggregate – Tons	150	150	150	150
Number of Shelters Maintained	12	13	13	13
Aerated Turf Acres	67	72	70	70
Outdoor Ice Rinks Maintained	4	4	4	4
Turf Maintenance Mow – Hours	1,712	1,638	1,800	1,800
Special Events – Hours	455	364	400	400

Staffing Levels

Position	2020 Adopted	2021 Adopted	2022 Adopted	2023 Adopted	2024 Proposed
Superintendent	1.00	1.00	1.00	1.00	1.00
Foreperson	1.00	1.00	1.00	1.00	1.00
Light Equipment Operator	4.00	4.00	4.00	4.00	4.00
Light Equipment Operator (Part-Time)	0.00	0.00	0.00	1.00	1.00
Total Full-Time Employees	6.00	6.00	6.00	6.00	6.00
Total Part-Time Employees	0.00	0.00	0.00	1.00	1.00

Budget Summary

This budget is used for the general operation and maintenance of all parks and park facilities, including trail maintenance, shelter maintenance, and ball field maintenance. Parks are also responsible for mowing and tree maintenance throughout the City. During the winter months they maintain ice rinks, and plow trails and parking lots.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$669,819	\$714,090	\$798,279	\$840,301
Supplies	\$172,909	\$161,404	\$163,600	\$179,300
Other Svcs & Charges	\$235,321	\$231,647	\$234,403	\$314,474
Total	\$1,078,050	\$1,107,141	\$1,196,282	\$1,334,075

LIBRARY

LIBRARY (45500)

Department Description/Services

Buckham Memorial Library strives to educate, inform, enrich, and empower every person in our community by creating and promoting easy access to a vast array of ideas and information, and by supporting an informed citizenry, life-long education, and love of reading. An ambitious team of professional librarians, trained technicians, and support staff are dedicated to helping our customers obtain the information and services they need.

- Circulation Services
- Interlibrary Loan Services
- Reference and Information Services
- Technology and Internet Services
- Digital Services
- Adult Education and Enrichment Services
- Children's and Youth Education and Enrichment Services
- Outreach Services
- Technical Services

2024 Budget Goals & Objectives

- Create and adopt a library vision statement.
- Conduct a usability audit and create a usability plan to help foster welcoming indoor and outdoor library spaces.
- Audit the library's virtual presence from the user's point of view.
- Research the demographics of likely makers, maker programs and equipment of interest.

Department Statistics

	2021 Actual	2022 Actual	2023 Projected	2024 Estimated
Total Library Circulation (# Items)	92,181	108,950	115,000	122,500
Physical Circulation-Faribault City	43,017	60,273	65,000	70,000
Physical Circulation-Rural Rice County	19,173	22,036	23,000	24,000
Physical Circulation-Other	8,986	6,880	7,000	8,000
Digital Circulation	21,005	19,761	20,000	20,500
Interlibrary Loan (# Items)	23,795	24,459	25,000	25,500
Reference Questions	8,858	10,523	11,000	12,000
Internet Use (# People)	2,782	5,081	6,000	6,200
Public Wireless Use (# Sessions)	4,963	7,866	8,000	8,500
Program Attendance (# People)	20,932	121,622*	22,000	22,500
Visits	52,502	84,206	90,000	100,000
Active Borrowers	14,818	11,523**	12,000	13,000
New Borrowers	471	1,105	1,100	1,200

*Several of the Library's Storytime Videos on YouTube and Facebook went viral in 2022.

**SELCO purges borrowers from the system if they do not check out library materials in 18 months. Also purged were borrowers whose cards had stayed in the system because they had fines on their accounts. When the fines were forgiven when the library went fine free, if patrons had not used their card in 18 months, their cards were deleted.

Staffing Levels

Position	2020 Adopted	2021 Adopted	2022 Adopted	2023 Adopted	2024 Proposed
Library Director	1.00	1.00	1.00	1.00	1.00
Librarian/Program Coordinator	2.00	2.00	2.00	2.00	2.00
Library Technician	2.00	2.00	2.00	2.00	2.00
Library Technician (Part-Time)	2.00	2.00	2.00	2.00	2.00
Receptionist (Part-Time)	5.00	5.00	5.00	5.00	5.00
Circulation Desk Aid (Part-Time)	4.00	4.00	4.00	4.00	4.00
Page (Part-Time)	4.00	4.00	4.00	4.00	4.00
Mending Aide (Part-Time)	1.00	1.00	1.00	1.00	1.00
Total Full-Time Employees	5.00	5.00	5.00	5.00	5.00
Total Part-Time Employees	16.00	16.00	16.00	16.00	16.00

Budget Summary

The library will increase its capacity to provide services that support patrons' efforts to access and successfully use information and emerging technologies. In order to recruit and retain employees in the current labor market, the Page, Circulation Desk Aide and the Mending Aide positions' wages will increase by \$1 per hour in 2024. The library will expand library services based on evolving needs and promote educational equity within the community.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Personnel Services	\$824,788	\$845,837	\$922,452	\$970,987
Supplies	\$135,826	\$119,481	\$147,950	\$147,200
Other Svcs & Charges	\$175,016	\$205,078	\$249,430	\$235,888
Capital Outlay	\$0	\$0	\$0	\$0
Total	\$1,135,629	\$1,170,396	\$1,319,832	\$1,354,075

FINANCIAL ADMINISTRATION

MISCELLANEOUS/UNALLOCATED (49200)

Department Description/Services

This activity provides for the administration of miscellaneous accounts not established in the previous activities.

Budget Summary

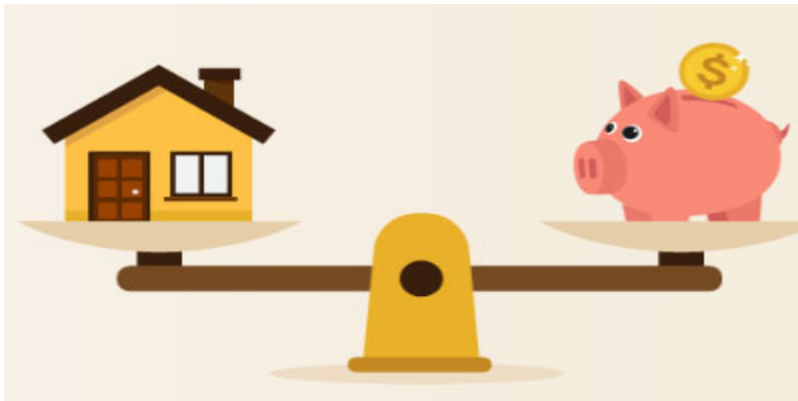
This budget includes \$161 final annexation payment to Cannon City Township, \$316 first of two annexation payments to Wells Township, a \$40,000 reserve for open enrollment changes in health insurance, and a \$20,000 Contingency. The 2023 budget included the fifth of five payments to Wells Township for annexation of property in the amount of \$40,000. Contingency was reduced in 2022 as the Fund Balance Policy changed to capture the need for Compensated Absences. Tax abatements were moved to Community Development Administration in 2021.

Expenditures by Use

Expenditures	2021 Actuals	2022 Actuals	2023 Adopted	2024 Proposed
Other Svcs & Charges	\$2,111,275	\$949,789	\$264,456	\$60,477
Total	\$2,111,275	\$949,789	\$264,456	\$60,477

2024 Budget Work Session #4

GENERAL FUND LEVIES TAX IMPACT



AUGUST 15, 2023

General Fund Overview

**Main Operating
Fund**

**Variety of
Taxes & Revenues**

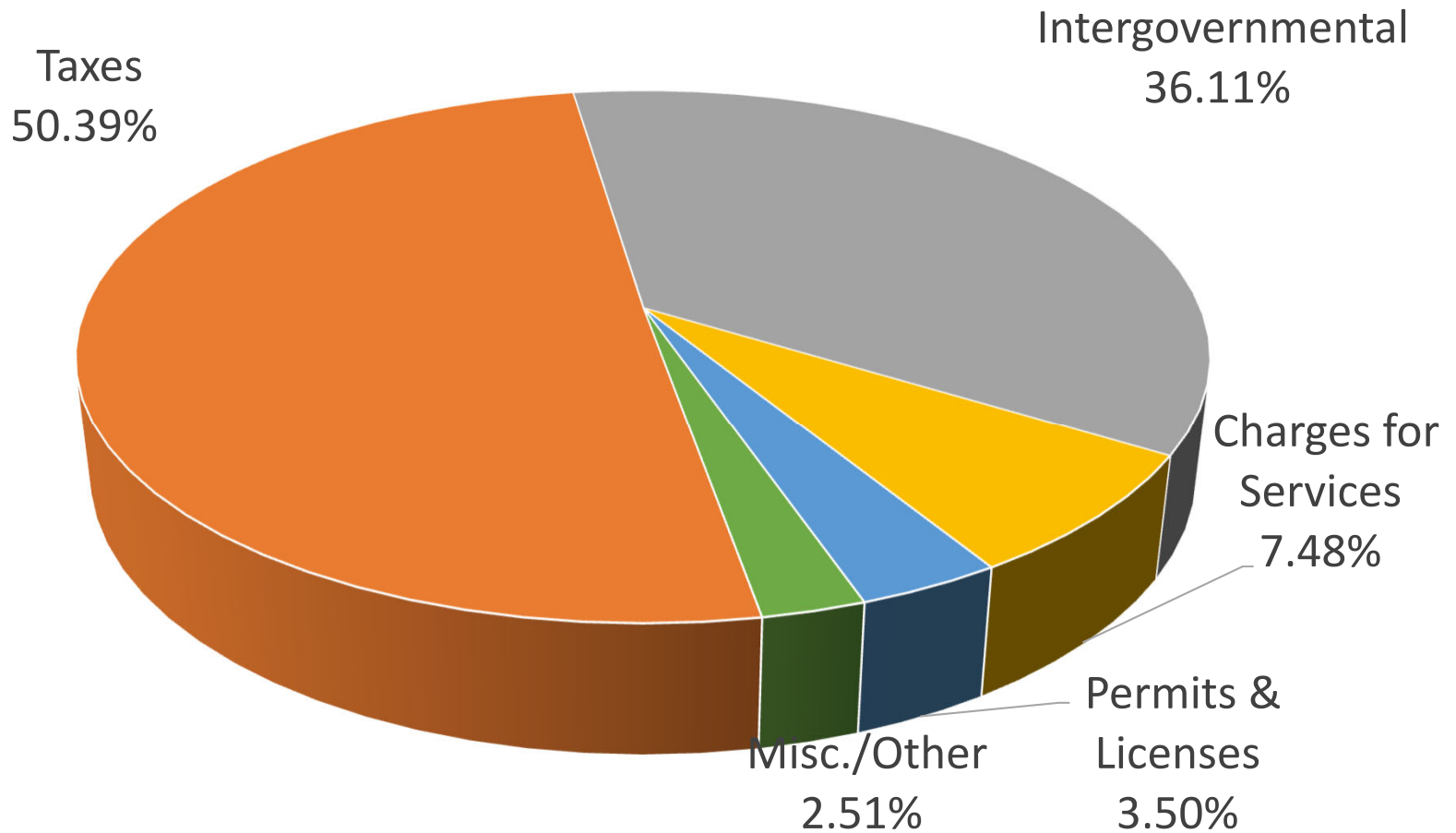
Municipal Services



2024 Proposed General Fund Revenues

Taxes	\$ 10,575,458
Intergovernmental	7,578,181
Charges for Services	1,569,835
Permits & Licenses	735,181
Misc./Other	<u>527,387</u>
Total General Fund Revenues	\$ 20,986,042

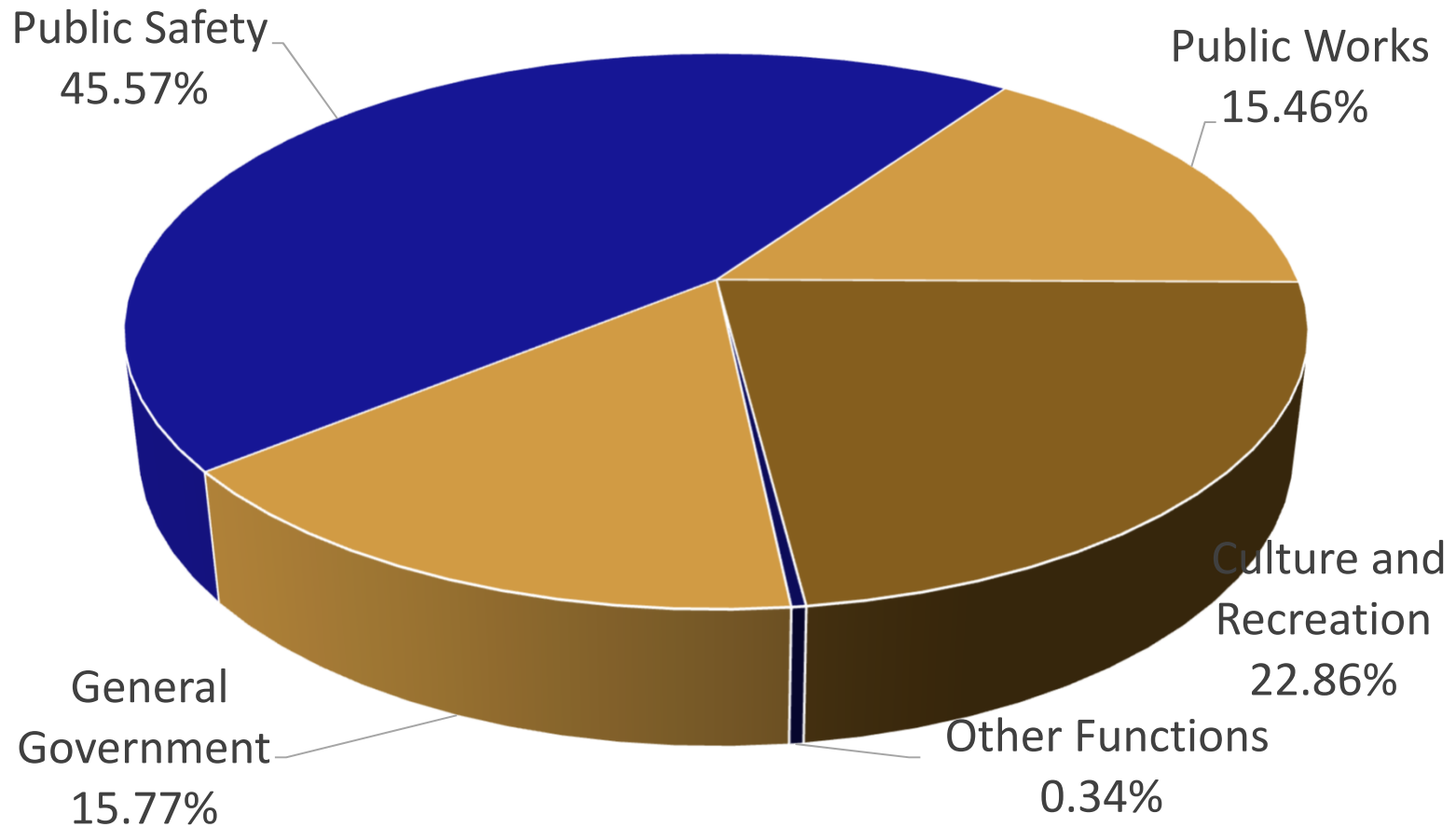
2024 PROPOSED GENERAL FUND REVENUES



2024 Proposed Expenditures by Function

General Government	\$ 3,309,370
Public Safety	9,562,791
Public Works	3,245,286
Culture and Recreation	4,798,118
Other Functions	<u>70,477</u>
Total General Fund (101)	\$ 20,986,042

2024 EXPENDITURES BY FUNCTION





2024 GENERAL FUND PERSONNEL BUDGET

Library
\$1/hour
\$7,049

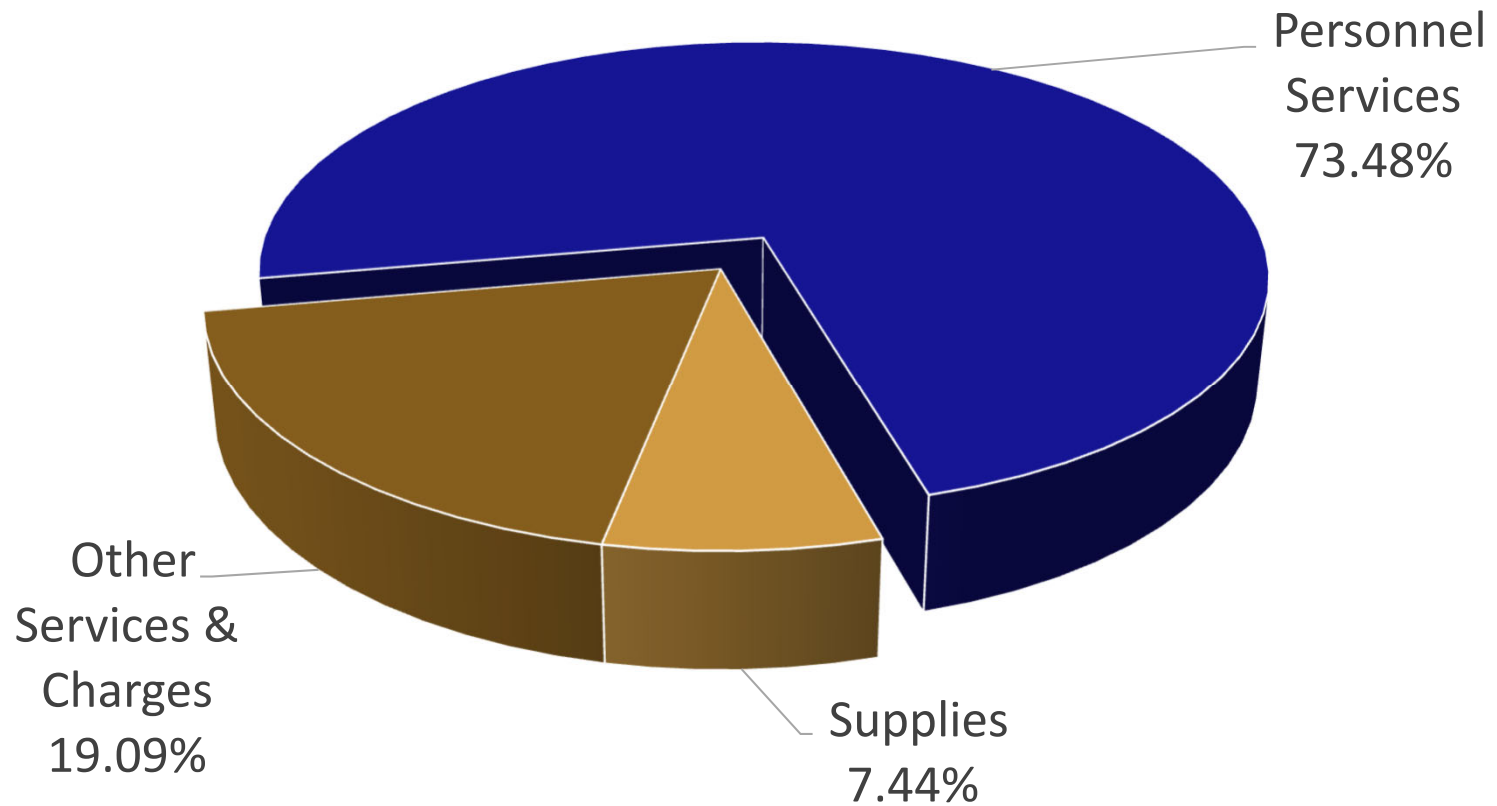
**Fire & Code
Services**
Fire Fighter \$116,517

Wages
\$479,464

Benefit Changes
\$442,105



2024 EXPENDITURES BY USE



2024 Estimated Values

Taxable Market Value

\$2,157,068,700

Net Tax Capacity

\$25,719,604

New Construction

\$306,251



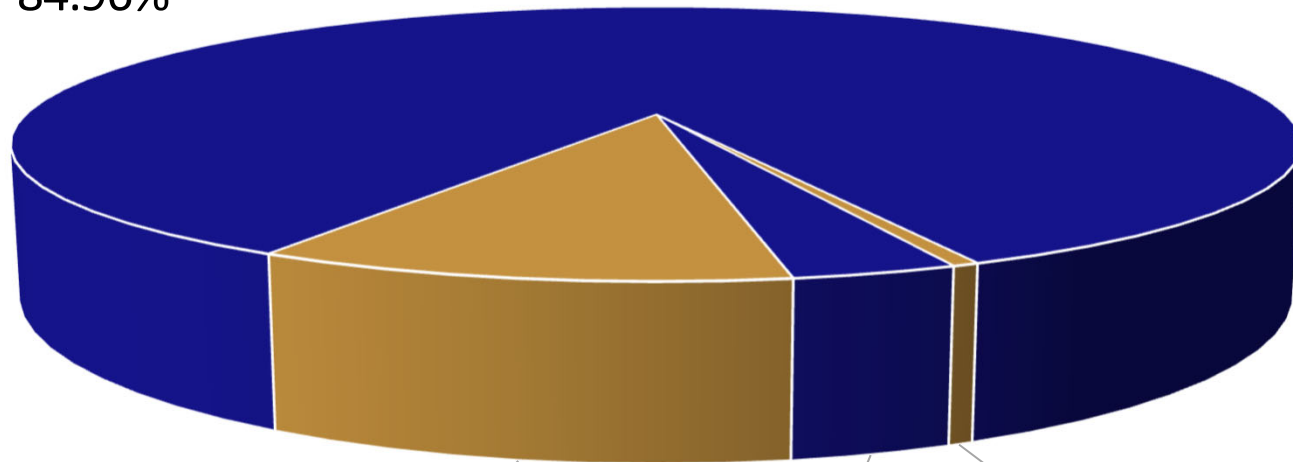
MEDIAN VALUE HOME

2023 Median Value	2024 Median Value	Change
\$206,500	\$225,100	(est.)
\$891.01	\$990.17	\$99.16

Residential Homes Change in Valuation						
Change in Valuation	<0%	0-5%	5-10%	10-15%	15-20%	20%+
Number of Homes	70	572	3,917	1,153	326	146

TAX LEVY

General Fund
84.96%

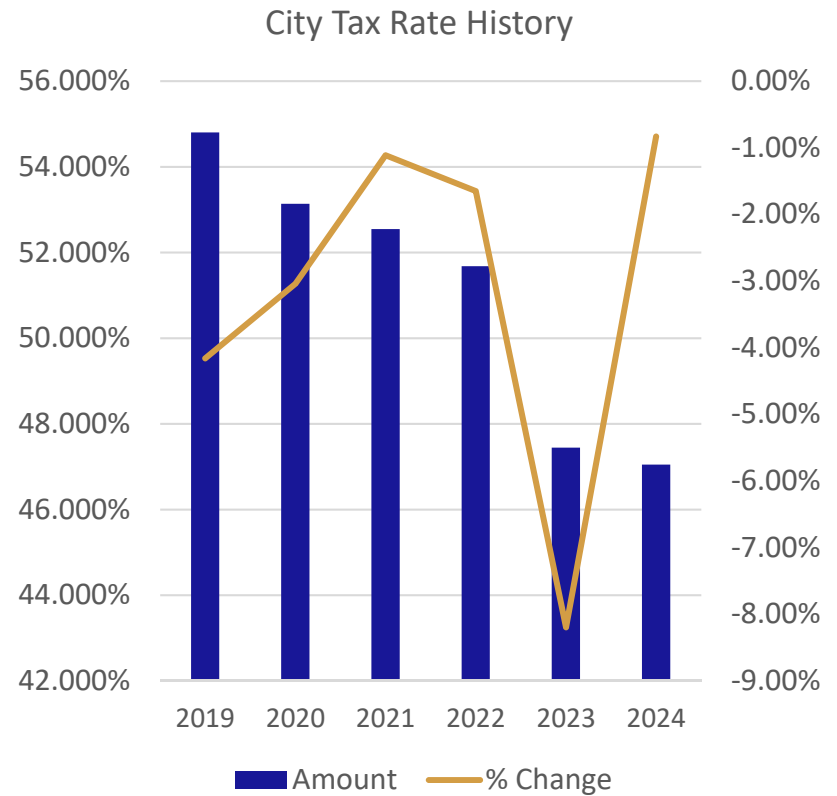


Debt Service
11.06%

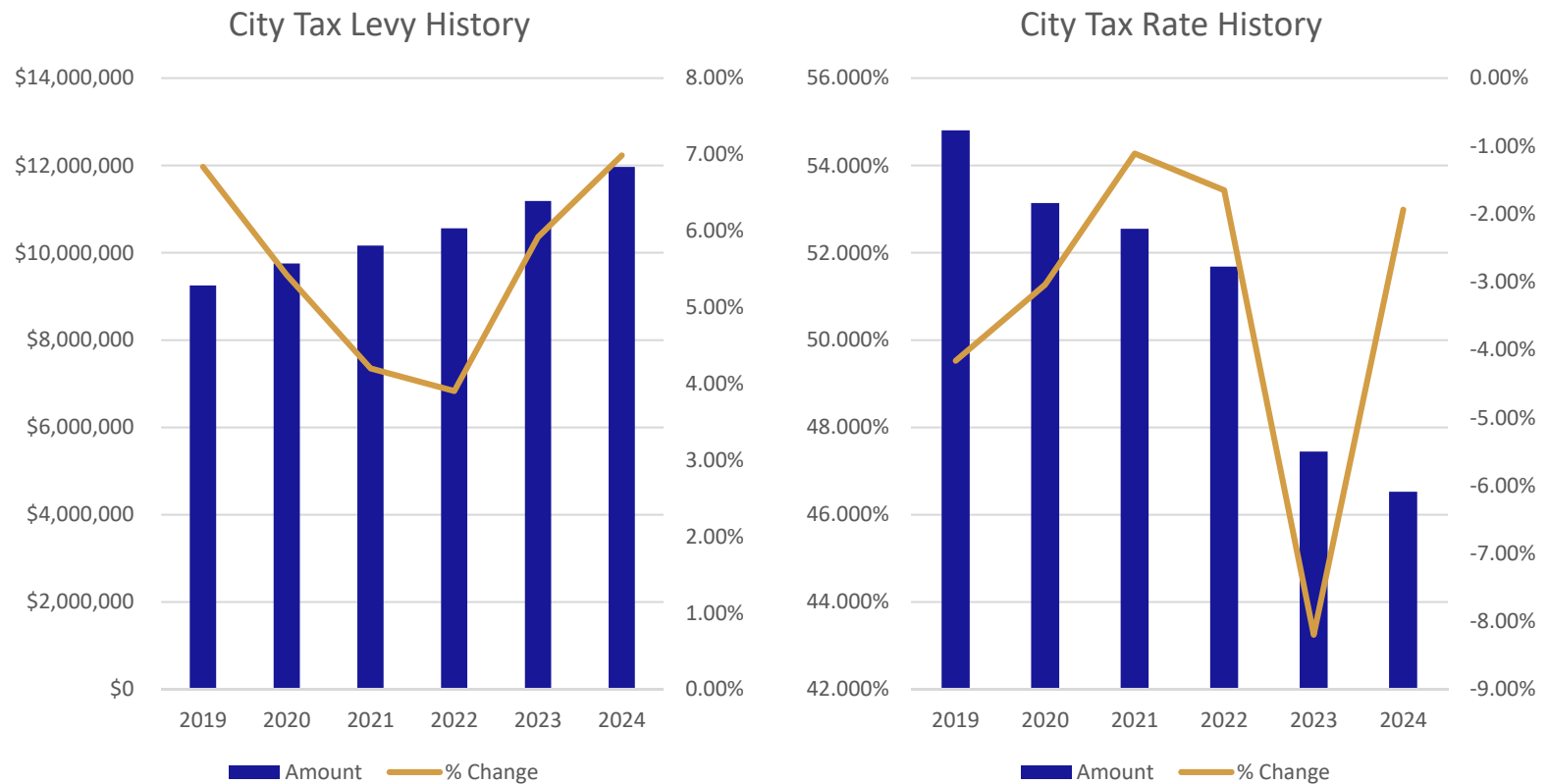
Tax
Abatement
3.42%

Community
Development
0.55%

TAX LEVY & RATE



TAX LEVY & RATE





2024 RESIDENTIAL IMPACT

Increase of 6.99% - Residential (Homestead)

	2023 (Actual)	2024 (Estimated)	Change
Market Value of \$225,100*	\$987.32	\$968.19	(\$19.13)
- w/10% Increase in EMV		\$1,082.43	\$95.11
- w/20% Increase in EMV		\$1,196.58	\$209.26
Market Value of \$250,000	\$1,116.37	\$1,094.74	(\$21.63)
- w/10% Increase in EMV		\$1,221.33	\$104.96
- w/20% Increase in EMV		\$1,348.11	\$231.74
Market Value of \$350,000	\$1,633.51	\$1,601.86	(\$31.65)
- w/10% Increase in EMV		\$1,779.17	\$145.66
- w/20% Increase in EMV		\$1,956.66	\$323.15

* 2024 Median Market Value





2024 COMMERCIAL IMPACT

Increase of 6.99% - Commercial/Industrial

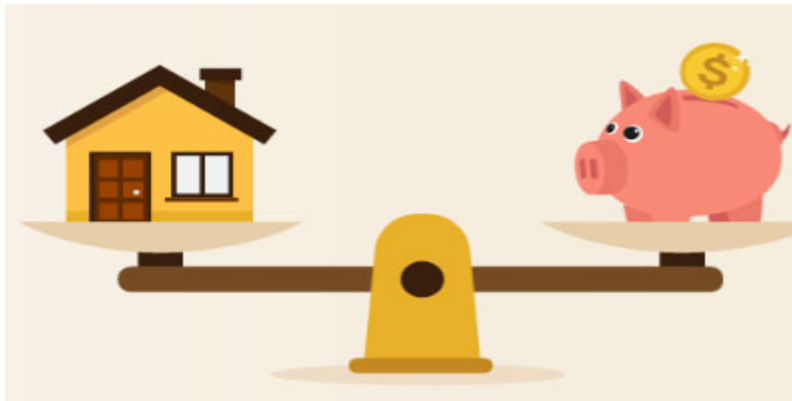
	2023 (Actual)	2024 (Estimated)	Change
Market Value of \$250,000	\$2,016.39	\$1,977.32	(\$39.07)
- w/2.5% Increase in EMV		\$2,035.47	\$19.08
- w/5% Increase in EMV		\$2,093.63	\$77.24
Market Value of \$1,000,000	\$9,133.05	\$8,956.08	(\$176.97)
- w/2.5% Increase in EMV		\$9,188.70	\$55.65
- w/5% Increase in EMV		\$9,421.33	\$288.28
Market Value of \$5,000,000	\$47,088.59	\$46,176.15	(\$912.44)
- w/2.5% Increase in EMV		\$47,339.28	\$250.69
- w/5% Increase in EMV		\$48,502.40	\$1,413.81



Questions?

GENERAL FUND
LEVIES
TAX IMPACT

Budget Work
Session #4





Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Schmuck, Finance Director
MEETING DATE: August 15, 2023
SUBJECT: Enterprise Resource Planning (ERP) System Selection Discussion

Discussion:

Finance began a process of reviewing financial management software suites to replace the existing system. The accounting package would include core financial and HR/payroll, cash receipting, utility billing, licensing and permitting, project management, special assessments, asset management, public safety code and parking enforcement management, as well as document management. Finance has been working with Administration and Department Directors for an inclusive and integrated product or streamlined interfacing system.

The City purchased Springbrook software in 2007 to replace the AS400 operating system for the accounting system. Springbrook has released Version 7, which the City migrated to in 2013. This system is currently cloud based and has served the City well over the past 16 years, but seems to be falling short in regards to functionality and enhancements of some items the City and Council would like to offer its citizens. In the past, the City had an MIS fund to manage the computers and software needs of the City. This fund is no longer active as the Information Technology Division was moved into the General Fund. The MIS funds have since been redistributed.

During the Council Work Session on March 7, 2023, Staff brought forward a draft Request for Proposals (RFP) for discussion and review. Based on that discussion, the RFP was released on April 3, 2023. A pre-proposal conference was held on May 3, 2023 with representatives from 14 separate entities. The City received four proposals which were due June 5, 2023. The price proposals were submitted under separate cover from the technical component. The technical component contained 1,783 functional requirements.

Scoring	BS&A/Andrews	Tyler	COGSDALE	Oracle
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Functional Requirements	1,049	1,372	1,200	704
	58.83%	76.95%	67.30%	39.48%

After scoring the four proposals based on these requirements, three proposers were invited to Faribault for software demonstrations. Department Directors and their selected Staff were invited to participate in these demonstrations.

Following the demonstrations, the feedback was evaluated to determine which vendors would advance to the next phase (reference checks). Each vendor had included a list of references that we could contact. Our reference calls addressed implementation, software functionality, customer support, enhancements, etc. The project team then reviewed the costs that were proposed by each of these vendors. Requests for clarification (on some points) and best and final offers can be solicited following this discussion.

As noted above, staff followed a structured and comprehensive process to identify the vendor that provides the best value to the City. During the evaluation process, Staff determined that any benefits from implementing applications from different separate vendors did not offset the added software costs plus the inefficiencies that would occur due to applications not being fully integrated. Staff is recommending that the City move forward with contract negotiations with Tyler Technologies MUNIS product. Although it was not the lowest cost proposal, the staff believes it would provide all the City's needs within one integrated solution and could replace several stand-alone solutions and subledgers, as well as streamline, automate, and modernize current processes for reduction of redundancies and establishing other efficiencies through internal structured workflows and dashboards. The Tyler Technologies MUNIS product will also enhance the end user experience, both internally and for the public. Customer support services were rated very high based on reference checks.

Since 1999 Tyler Technologies has been building the best array of software solutions for the public sector. They are the largest and most established provider of integrated software and technology services focused on the public sector. Tyler's end-to-end solutions empower local government entities to operate more efficiently and connect more transparently with our constituents and with each other. Tyler has more than 37,000 successful installations across more than 13,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations.

The implementation of the software would take place over 16 months following contract approval. Estimated one-time costs for implementing

the three core applications of Finance, Payroll/HR, and Utility Billing, as well as Project Management, Asset Management/Workorders, Licensing & Permits, and Police Ticketing would be about \$435,000. First year software costs are about \$160,000. Although these costs are higher than our existing ERP annual costs, we will be able to eliminate other standalone programs which exceed the difference between this fully integrated system and others.

These costs would be split between General Government and the three Utility Funds. Optional financing could be through the utilization of the LGA increase for General Government implementation.

Staff is recommending a new ERP system and moving forward with contract negotiations with Tyler Technologies MUNIS software.

Attachments:



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: August 15, 2023
SUBJECT: Update on Downtown (Viaduct Area) Park Project

Discussion:

The Project Management Team (PMT), which consists of the consultant team led by Kimley-Horn and City staff members including Dave Wanberg, CED Director, Mark Duchene, City Engineer, Paul Peanasky, Parks and Recreation Director, and Tim Murray, City Administrator, last met on August 3, 2023 on the Downtown (Viaduct Area) Park project. A couple of changes to the project delivery were considered at this meeting, and were deemed to be the best approach moving forward.

Originally, we were projecting that the improvements would all be bid under a single construction contract. However, due to the specialized and unique nature of portions of the work, as well as some scheduling considerations, the PMT decided to bid the project under three separate contracts (bid packages). The first bid package would be for the multipurpose building; the second for the splash pad and site improvements; and the third is the skate loop. An updated schedule is attached that provides three tracks representing each of the bid packages.

As part of the request for State funding on this project, we submitted this project through the Capital Budget System administered by the Office of Minnesota Management and Budget (MMB), and requested \$2.7M in State funds (you can request up to 50% of the cost). As we have progressed further into this process, a number of requirements for buildings that receive State funding has resulted in rethinking our submittal, and pulling the building out of the request (we have until October to make revisions). The building would be referenced as being a separate contract (which it now will be), paid for without any State funds.

Staff is currently working on a Predesign Document, a statutory requirement of the State funding process, which also goes through MMB. This is a very comprehensive report on numerous aspects of the project, from location, scope, financing, and operations. We hope to complete that

document and get it submitted by the end of August.

City staff (Brad Phenow, Communications Manager, and Tim Murray, City Administrator) met with representatives from the Faribault Foundation on Wednesday, August 9, 2023 to discuss fundraising efforts for this park. When their campaign approach has been finalized, which would include facility and amenity naming protocols, the item will be put on a future Work Session agenda for review by the Council (a condition of the City's funding agreement with the Foundation).

The current construction cost estimate is approximately \$9.0M, broken down as follows:

BID PACKAGE 1	MULTIPURPOSE BUILDING	\$3,400,000
	TECHNOLOGY	\$ 400,000
BID PACKAGE 2	SITE IMPROVEMENTS	\$1,900,000
	SPLASH PAD	\$ 300,000
BID PACKAGE 3	SKATING LOOP	<u>\$3,000,000</u>
	TOTAL	\$9,000,000

Staff will review the potential funding sources at the meeting.

Just for information, I have also attached a few new renderings providing overall views of the park development.

Attachments:

1. Downtown Park Schedules - 2023-08-09
2. 01NVP_Summer_Aerial_Looking_North
3. 02NVP_Summer_Splash_Pad
4. 03NVP_Winter_BirdsEye_Looking_South
5. 04NVP_Winter_Evening_Skate

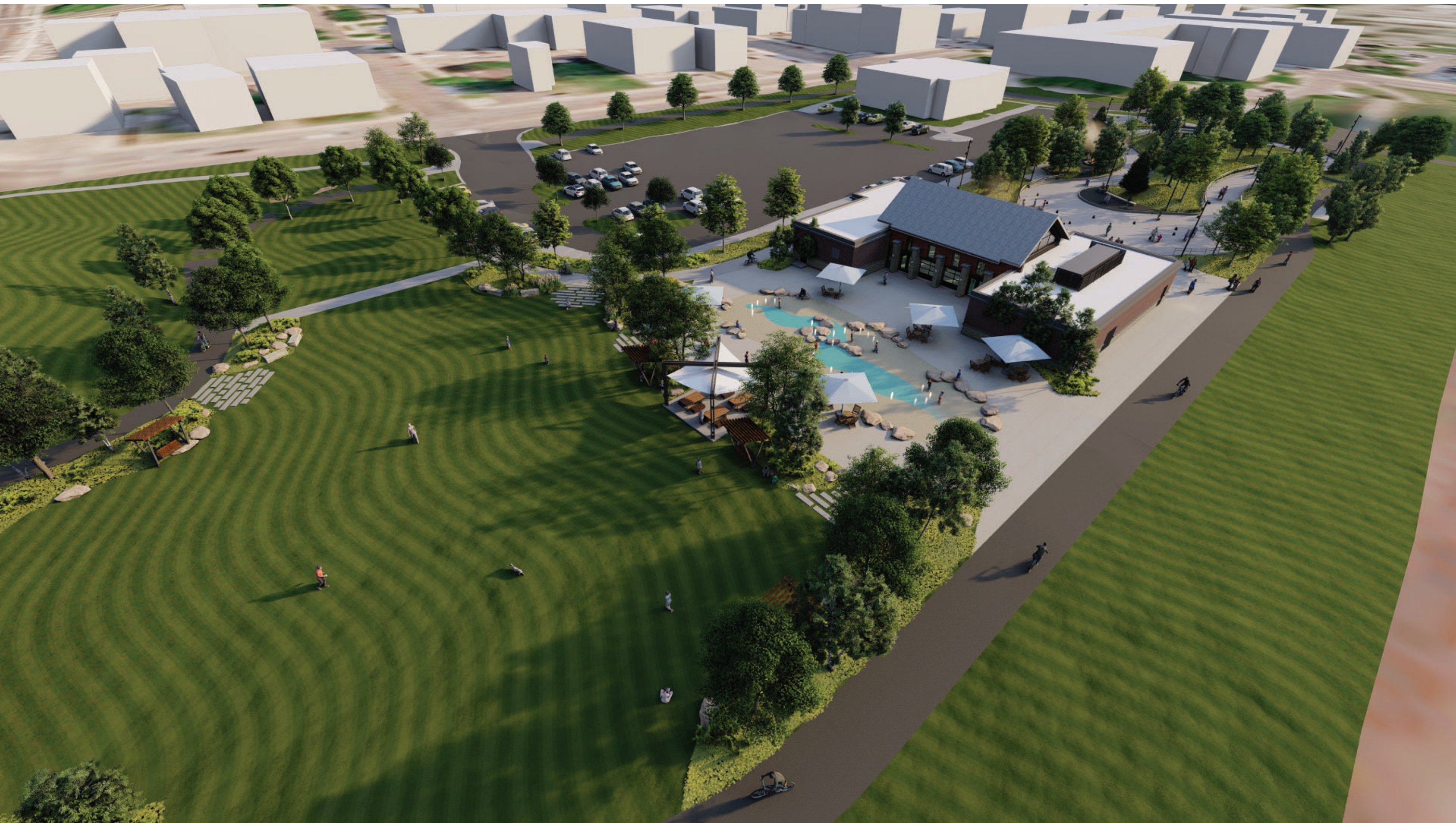
DOWNTOWN (VIADUCT AREA) PARK DEVELOPMENT

Design/Construction Schedules (Three Bid Packages)			
	Contract 1 - Multipurpose Building	Contract 2 - Site Work/Splash Pad	Contract 3 - Skate Loop
August 15, 2023		Review Status/Approach at Work Session	
August 25, 2023		Submit Predesign Document to State	
September 15, 2023		Update Capital Budget System Submittal	
November 17, 2023	90% Plans and Specs for Final Review	90% Plans and Specs for Final Review	90% Plans and Specs for Final Review
November 28-30, 2023		Bonding Tour Presentation (On Site)	
December 22, 2023	100% Plans and Specs	100% Plans and Specs	100% Plans and Specs
January 9, 2024	Approve Final P&S/Authorize Bidding	Approve Final P&S/Authorize Bidding	Approve Final P&S/Authorize Bidding
January 31, 2024	Receive/Open Bids	Receive/Open Bids	Receive/Open Bids
February 13, 2024	Award Contract (Early)	Award Contract (Early)	Award Contract (Early)
March 28, 2024	Award Contract (Late)		
April 1, 2024	Begin Construction (Early)	Begin Construction (Early)	Begin Construction (Early)
May 6, 2024	Begin Construction (Late)		
May 20, 2024		Decision on State Bonding Request	
May 28, 2024		Award Contract (Late)	Award Contract (Late)
June 24, 2024		Begin Construction (Late)	Begin Construction (Late)
November 22, 2024		Substantial Completion - Sitework	
March 31, 2025	Substantial Completion/TCO		
May 2025		Open Splash Pad	
November 2025			Open Skate Loop
December 2025	Final Completion		

State Legislature Action

City Council Action

City Staff/Contractor Action











Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Director
MEETING DATE: August 15, 2023
SUBJECT: Review Draft 2023 Early Retirement Incentive Program

Discussion:

Staff is looking to providing an early retirement incentive program for employees in 2023. As in the past, Staff is looking at recognizing employees' years of service to the City; retention and recruitment of current staff; and the potential current and future cost savings for the City. Factors for who would be eligible are years of service, years to Medicare eligibility, notice date of participation in the program, and retirement date limitation.

Staff would like to discuss the program attached and any direction the City Council may provide.

Attachments:

1. Early Retirement Incentive Agreement 2023



2023 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 to age 64 on or before December 31, 2023
 - c) Minimum of 5 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 November 30, 2023, with an effective retirement date on or before May 31, 2024
 - 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 2024 premium cost for the \$3,000 Deductible Plan, Single Coverage (\$845.60/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 (\$10,147.20), and the maximum payment will be for 36 months (\$30,441.60).
 - c) Payment will be a lump sum at the time of retirement with other accrual/severance payouts. For most contracts and plan agreements of the

city, going 100% into a Health Care Savings Plan (HCSP) and for others in accordance with their local union contract.

The HCSP would include the following:

- The City of Faribault and specifically the early retirement incentive program eligible employees, who 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.