



CITY COUNCIL AGENDA

COUNCIL CHAMBERS

TUESDAY, MARCH 8, 2022

6:00 PM

- 1. Call to Order/Roll Call/Pledge of Allegiance**
- 2. Presentations/Introductions – None**
- 3. Approve minutes of February 22, 2022 City Council Meeting and February 22, 2022 Special City Council Meeting - Closed Session**
 - A. Minutes of the February 22, 2022 City Council Meeting and February 22, 2022 Special Council Meeting - Closed Session
- 4. Consent Agenda**
 - A. List of Claims for Release
 - B. Resolution 2022-051 Accept Donation to Parks and Recreation Department
 - C. Approve LG230 Application to Conduct Off-Site Gambling for Faribault Rotary Youth Services, Inc.
 - D. Resolution 2022-053 Approve New Massage Therapist License
 - E. Approve LG240B Application to Conduct Excluded Bingo for Faribault Community Festivals
 - F. Resolution 2022-056 Approve Hiring of Library Receptionist
 - G. Resolution 2022-057 Approve Hiring of GIS Coordinator
 - H. Approve Preliminary Development Agreement with Hamilton Real Estate Group
 - I. Approve Preliminary Development Agreement with Aleph Holdings, LLC
 - J. Resolution 2022-058 Relating to the Termination of Tax Increment District No. 8 (River Ridge) and Directing Decertification Thereof by the County Auditor
 - K. Approve Preliminary Development Agreement with Redline Development
 - L. Accept the Hannah Lips Foundation Grant and Purchase a LUCAS Device
 - M. Resolution 2022-059 Approve Hiring of IT Technician
 - N. Resolution 2022-060 Authorize an Application to Host a GreenCorps Member for the 2022-2023 Program Year
 - O. Resolution 2022-061 Approve 2022 Consumption and Display Permit Renewal
- 5. Requests to be Heard**
- 6. Public Hearings – None**
- 7. Items for Discussion**
 - A. Resolution 2022-054 Approve Plans & Specifications and Establish Bid Date for Municipal Airport Airfield Lighting Improvements

- B. Ordinance 2022-4 Rezone the North Side of the 1900 Block of 4th Street NW to R-4, High-Density Residential (Second Reading)

- 1. Approve Summary Publication of Ordinance 2022-4

8. Bids

- A. Resolution 2022-055 Accept Bids for 2022 Street Overlay and Sidewalk Improvements - City Contract 2022-02

9. Boards and Commissions Reports, Announcements and Project Updates

10. Adjournment

(The Council may meet as a group for dinner)

NOTE:

CC Closed Captioning of Council meetings available on FCTV.

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CITY COUNCIL MINUTES-Draft

COUNCIL CHAMBERS

TUESDAY, FEBRUARY 22, 2022

6:00 PM

Call to Order/Roll Call/Pledge of Allegiance

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

Presentations/Introductions

Bus Drivers Appreciation Proclamation

Mayor Voracek presented Garrett Regan the Bus Drivers Appreciation Proclamation, proclaiming School Bus Drivers Appreciation Day on February 23, 2022. Regan stated that there will be a luncheon tomorrow to celebrate.

Approve minutes of February 8, 2022 City Council Meeting, February 8, 2022 Special Council Meeting - Closed Session and February 15, 2022 Special Council Meeting - Closed Session

Motion by Ross, seconded by van Sluis to approve the Minutes of the February 8, 2022 City Council Meeting, February 8, 2022 Special Council Meeting - Closed Session and February 15, 2022 Special Council Meeting - Closed Session and carried unanimously.

Consent Agenda

- A. List of Claims for Release
- B. Approve 1-4 Day Temporary On-Sale Intoxicating Liquor License
- C. Resolution 2022-038 Approve Appointments of Board and Commission Members
- D. Resolution 2022-039 Adopting the Preparedness Plan to Utilize Coronavirus State and Local Fiscal Recovery Funds Established Under the American Rescue Plan Act of 2021
- E. Resolution 2022-040 Approve Hiring of IT Coordinator
- F. Resolution 2022-041 Approve Hiring of Public Works Equipment Maintenance Foreperson
- G. Resolution 2022-042 Amend Public Hearing Date for 2022 Faribault Road Reconstruction and Lyndale Avenue Trail Improvements - City Contract 2022-03
- H. Resolution 2022-043 Amend Public Hearing Date for 2022 MSA Street Reconstruction Improvements - City Contract 2022-04
- I. Approve Appointment of Interim Police Chief
- J. Approve LG220 Application for Exempt Permit for Rice County Pheasants Forever
- K. Approve Revised Police Department Policy 301 – Use-of-Force
- L. Approve 2022 CIP Purchase – Lift Station Improvements 7th St. NW
- M. Resolution 2022-046 Authorize Minnesota Department of Transportation Agency Agreement No.1049560
- N. Approve Quote to Resurface Community Center Locker Room Floors
- O. Approve LG214 Premises Permit Application for Divine Mercy
- P. Resolution 2022-047 Authorize Payment as Recommended by the Charitable Gambling Board to the Faribault Chamber Trust
- Q. Resolution 2022-048 Authorize Payment as Recommended by the Charitably Gambling Board to the Faribault Youth Baseball Association

- R. Resolution 2022-049 Authorize Payment as Recommended by the Charitable Gambling Board to Faribault Community Festivals, Inc
- S. Resolution 2022-050 Approve New 2022 On-Sale Intoxicating/Sunday Liquor License for AjMj LLC dba Our Place on 3rd
- T. Approve Annual State of Minnesota Department of Human Services Work Contract
- U. Resolution 2022-052 Approve Hiring of Maintenance Engineer

Mayor Voracek stated that he was abstaining from voting on item 4P. Resolution 2022-047 Authorize Payment as Recommended by the Charitable Gambling Board to the Faribault Chamber Trust due to a conflict.

Motion by Wood, seconded by Ross to approve consent agenda items 4A.-4U. and carried unanimously.

Requests to be Heard – None

Public Hearings – None

Items for Discussion

Resolution 2022-044 Approve a Comprehensive Plan Amendment to Guide the North Side of the 1900 Block of 4th Street NW for Residential/Commercial Mixed-Use, Ordinance 2022-4 Rezone the North Side of the 1900 Block of 4th Street NW to R-4, High- Density Residential - First Reading and Resolution 2022-045 Approve a Preliminary Plat of 1919 2nd Street NW

Rick Amundson requested a comprehensive plan amendment to change the guided land use of the property fronting the north side of the 1900 block of 4th Street NW from commercial/industrial mixed-use to commercial/residential mixed-use. Mr. Amundson and his partners are associated with C & S Vending – the existing industrial use at 1919 2nd Street NW. Except for the existing single-family residence at 1920 4th Street NW, which Daniel Schulz owns, Mr. Amundson and his partners control the subject property. Mr. Amundson and Daniel Schulz are still discussing the future of 1920 4th Street NW, the City Council has the authority to guide all future land uses in the community, including 1920 4th Street NW.

The City's current comprehensive plan guides the subject property for commercial/industrial mixed-use, which is based on the City's earlier understanding that C & S Vending may wish to expand to the south. However, C & S Vending acquired additional property for expansion elsewhere in Faribault and no longer intends to expand to the south. Nevertheless, due to the lack of available housing, Mr. Amundson wishes to provide workforce housing for C & S Vending employees and others in need of workforce housing – thus, Mr. Amundson request to guide the subject property for commercial/residential mixed-use. The existing C & S Vending use would continue to be guided for commercial/industrial mixed-use.

Mr. Amundson plans to convert the existing undeveloped land and single-family residential properties fronting the 1900 block of 4th Street NW to multi-family workforce housing. The first development phase, which could occur in 2022, is planned for the northeast corner of the 4th Street NW and 20th Avenue NW intersection. The remainder of the development is expected to occur after the Mr. Amundson acquires 1920 4th Street NW, but could potentially develop the properties to the east of 1920 4th Street NW sooner. Mr. Amundson is requesting the comprehensive plan amendment for the entire proposed residential development to ensure that the City Council shares his vision for housing in this area.

Staff feels it is appropriate for the City Council to guide the subject property for commercial/residential mixed-use, which would be consistent with the existing and proposed housing. If market conditions change, the commercial/residential mixed-use would also allow commercial uses on the subject property.

The Planning Commission held a public hearing on February 7, 2022, to consider the Applicant's request. No one from the public chose to speak to the Applicant's request. However, before and after the public hearing, the father of Daniel Schulz asked City Staff general questions about the Applicant's request but did not object to the Applicant's request. With a 4-0 vote, the Planning Commission recommended that the City Council approve the Applicant's request based on the written findings and

conditions included in the attached Resolution 2022-044.

Kuennen further explained that a small portion of the subject property is currently zoned I-1, Light Industrial, and the remainder is zoned R-2, Low-Density Residential. Rezoning to R4 High Density is need to support he planned housing. The existing home at 1920 4th Street can remain as is, and would be considered a nonconforming use. The Planning Commission held a public hearing on February 7, 2022, to consider the rezoning request. No one from the public chose to speak to the request. With a 4-0 vote, the Planning Commission recommended that the City Council approve the attached Ordinance 2022-4 to rezone the north side of the 1900 block of 4th Street NW to R-4, High-Density Residential.

The final request from Mr. Amundson on behalf of Sun Companies Properties Management, LLC was for a preliminary plat approval to subdivide the property into two lots and one outlot. The proposed Lot 1 would contain the existing C & S Vending light industrial building, and the Mr. Amundson intends to develop a multi-family residential use on the proposed Lot 2. In the next several years, Mr. Amundson plans to replat the proposed Lot 2, the proposed outlot, and the properties at 1914, 1916, 1918, and 1920 into one lot that will accommodate the planned multi-family residential development.

The preliminary plat's proposed lots have sufficient area and dimensions to accommodate the existing and proposed uses in their respective zoning districts. The existing driveway associated with the single-family residence at 1920 4th Street NW encroaches on the proposed Lot 2. This encroachment would have to be rectified before the City could issue a building permit for the proposed housing on Lot 2. The proposed housing on Lot 2 must meet all zoning, engineering, and building permit requirements in place at the time of a building permit submittal, including building setbacks and providing stormwater management. The Planning Commission voted 4:0 to approve the preliminary plat.

Councilor Ross asked what work force housing was, Kuennen explained that it does not have a definition, it is not necessarily affordable or market rate housing, and at this time the Developer is not asking for financial assistance. Councilor Caron asked if the housing would be tied to the renter's employment, Kuennen explained that is between the landlord and those signing leases.

Dan Schultz, owner of 1920 4th Street NW asked if the rezoning would increase his property taxes, Kuennen explained that property taxes are based on the value of the property which is set based on its current use.

Councilor Spooner was concerned about moving forward without control of the 1920 property, he stated that it could create a situation where the property is boxed in, he asked where they are at with negotiations on the property.

Rick Amundson stated that the property owners know that they are interested in the property, and it is known that they want to purchase it.

Councilor Viscomi is in favor of this but had concerns as well about not having all the parcels together, and the lack of green space, she would like to see more of a transition/buffer between work space and living space. Councilor van Sluis had the same concerns, he liked the plan and the idea. Councilor Ross stated that this is a good idea.

Motion by Ross, seconded by Spooner to approve Resolution 2022-044 Approve a Comprehensive Plan Amendment to Guide the North Side of the 1900 Block of 4th Street NW for Residential/Commercial Mixed-Use and carried unanimously.

Motion by Ross, seconded by Wood to approve Ordinance 2022-4 Rezone the North Side of the 1900 Block of 4th Street NW to R-4, High- Density Residential - First Reading

Roll Call Vote:

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

Nay:

Motion carried 7:0

Motion by Wood, seconded by van Sluis to approve Resolution 2022-045 Approve a Preliminary Plat of 1919 2nd Street NW and carried unanimously.

Resolution 2022-036 Approve a Variance to Allow Construction of a New Three Car Garage and Driveway Extension to Exceed Impervious Surface Limits of the Shoreland Overlay District at 1906 2nd Avenue NW

Councilor Wood recused himself from voting and discussing this item due to a conflict of interest.

Community and Economic Development Director Deanna Kuennen explained that Jeremiah and Bonnie Jo Quinnell requested a variance from the shoreland overlay district impervious surface coverage limits for residential uses. They are planning to construct a new 32' X 27', 864 SF, three-car garage at 1906 2nd Ave NW. The property is zoned R-4, High Density Residential District. The garage will be placed as far west as possible on site to screen the home from noise coming from events at the Rice County Fairgrounds.

The Planning Commission, at its meeting of February 7, 2022, held a public hearing regarding this request. The applicants and their contractor were present to discuss this matter. No one from the public was present to comment on this request. The City did not receive comments from the public in this case. The Planning Commission discussed the request and concurred with the Staff recommendation to approve the variance as requested. Further, they found the site was a lawful non-conforming use as a single-family dwelling in the R-4 District and determined that a CUP would not be required for construction of the new replacement garage in this case. By a 6-0 vote the Planning Commission approved findings in support of the variance application and recommend that the City Council approve the variance request as presented, subject to the conditions of approval included in the draft resolution, including the installation of stormwater improvements such as rain gardens and rain barrels.

Councilor Spooner felt that the addition of rain barrels was unnecessary as did Councilor Viscomi, Kuennen explained that this is compromise, Councilor Ross went along with keeping the rain barrels in the resolution, as he did not know where the water drained, and this is an attempt to keep water out of the neighbor's yards, if that's the direction of the drainage.

Motion by van Sluis, seconded by Caron to approve Resolution 2022-036 Approve a Variance to Allow Construction of a New Three Car Garage and Driveway Extension to Exceed Impervious Surface Limits of the Shoreland Overlay District at 1906 2nd Avenue NW and carried 6:0 with Councilor Wood recusing himself.

Resolution 2022-035 Approve an Amendment to Resolution 2008-131 Granting Variances for the Re-Creation of an Historic Marquee at the Paradise Center and Now Allowing Installation of an Electronic Message Board at 321 Central Avenue

Councilors Caron and van Sluis recused themselves from voting and discussing this item due to a conflict of interest.

Community and Economic Development Director Deanna Kuennen explained that Heidi Nelson, Executive Director, Paradise Center for the Arts, 321 Central Avenue, applied for a variance amendment seeking to replace an internally lit message board with a new Electronic Message Board (EMB) of the same size or smaller on the marquee. The new EMB will have a full color LED screen and will be programmable to update messaging as needed. The EMB is requested in order to update the changeable copy style message sign that now requires art center staff to climb a ladder to change the individual letters manually on all three sides of the marquee.

The site is in a district of the National Register of Historic Places, the City's Downtown Sign District and the Heritage Preservation Overlay District. The location is zoned CBD Central Business District. Surrounding uses are commercial with upper floor residential.

Resolution 2008-131 was approved by the City in 2008 granting variances to construct the marquee with internal illumination, changeable copy message signs, programmable flashing lighting system, and sound system. The variance specifically excludes electronic message boards from the marquee. If this

request is approved, the variance amendment request will amend the existing variance to allow the EMB panels on all three sides of the marquee to replace the message boards of the same size.

A certificate of appropriateness was approved by the HPC for the current marquee in 2008. At its meeting of January 19, 2022, the HPC approved a Certificate of Appropriateness for the EMB on the marquee subject to approval of the variance amendment for the proposal.

On February 7, 2022, the Planning Commission held a public hearing regarding this application. No one from the public was present at the public hearing to speak about this matter. The City did not receive any comments regarding this matter. The Planning Commission concurred with the Staff recommendation in this case to approve the request to amend the original variance approval and now allow Electronic Message Boards to replace the changeable copy sign on the marquee.

By a vote of 6-0 the Planning Commission approved findings in support of the application and recommend that the City Council approve the requested amendment to Resolution 2008-131 to allow an electronic message board system on the marquee in place of the changeable copy signs.

Councilor Ross asked if EMB are currently prohibited by City Code, Kuennen explained that they were, and others could come forward as the Paradise did. Planning Coordinator Peter Waldock stated that of more businesses were to come forward, a text amendment would be discussed. Ross had concerns that more requests would come forward. Spooner was concerned about the hours that the lights would be allowed to be on, Waldock stated that it is not changing from the original resolution.

Motion by Spooner, seconded by Wood to approve Resolution 2022-035 Approve an Amendment to Resolution 2008-131 Granting Variances for the Re-Creation of an Historic Marquee at the Paradise Center and Now Allowing Installation of an Electronic Message Board at 321 Central Avenue and carried 5:0 with Councilors Caron and van Sluis recusing themselves.

Bids-None

Boards and Commissions Reports, Announcements and Project Updates

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

Councilor Spooner stated that he attended the River Bend Nature Center meeting last night and they are interested in renegotiating their user lease with the City that has been in effect since 2014.

City Administrator Murray reminded the Council of the closed session after this meeting.

Police Chief Andy Bohlen thanked the Council for their support over the years. He stated that it was an honor to work here with every director and staff. He also stated that there are outstanding officers in the Faribault Police Station. Mayor Voracek thanked Chief Bohlen for his service, City Administrator Murray stated that it will be tough to replace him. Murray also stated that the Council acted to approve Neal Pederson as the acting Police Chief tonight.

Adjournment

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

Meeting adjourned at 6:42 pm.

Respectfully Submitted,

Heather Slechta
Assistant to the City Administrator



SPECIAL CITY COUNCIL MEETING MINUTES

PUBLIC MEETING ROOM

TUESDAY, FEBRUARY 22, 2022

The Special meeting of the City Council was called to order by Mayor Kevin Voracek at 6:46 pm. Councilors in attendance included Sara Caron, Royal Ross, Peter van Sluis, Tom Spooner, Janna Viscomi and Jon Wood. Also in attendance was City Administrator Tim Murray, City Engineer Mark DuChene and City Attorney Scott Riggs.

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

The meeting was closed at 6:47 pm.

The City Council held a Special Closed Meeting pursuant to Minnesota Statutes, Sections 13D.05, subdivision 3(c) and 13.44, subdivision 3, to conduct a closed City Council meeting concerning the property identified as Parcel IDs 18.19.1.50.001, 18.19.4.25.001, and 18.19.4.75.001 (hereinafter referred to as the "Properties") and to consider strategies and to develop or consider offers or counteroffers for the purchase and/or sale of the Properties and to review confidential estimated values or appraisal information for the Properties.

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

The meeting was opened at 7:32 pm.

Adjournment

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

Meeting adjourned at 7:32 pm.

Respectfully Submitted,

Timothy C. Murray
City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Jeanne Day, Finance Director
MEETING DATE: March 8, 2022
SUBJECT: List of Claims for Release

Background:

A copy of the list of claims is available for City Council review through the City Administrator, in the amount of \$1,364,592.54, which includes check numbers 174124 to 174240 and automatic clearing house payments.

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

Recommendation:

It is recommended that the City Council approve the attached List of Claims for release.

Attachments:

1. 03-08-2022 Council AP List

AP
AP Council Approval 03-08-2022



User: astadler
Printed: 3/4/2022 8:39:57 AM

Check Numb	Last Name	Acct 1	Amount	Description
0	5 Star Inspections Inc	101-42400-420-43090	2,810.92	Electrical Inspections
	5 Star Inspections Inc		2,810.92	
174134	██████████	241-46330-461-44375	246.00	621 Hulet Ave March 2022 Utility Reimbursement
	██████████		246.00	
174135	ABR Sand & Gravel LLC	601-49430-000-42240	1,718.06	Stockpile Pitrun Gravel For Watermain Breaks
	ABR Sand & Gravel LLC		1,718.06	
0	Aman Stephanie	240-46210-460-43310	120.04	Ehlers Public Finance Seminar Mileage Reimbursement
	Aman Stephanie		120.04	
174136	Amazon Capital Services	101-45500-450-42410	116.69	Cordless Drill and Impact Driving Kit
174136	Amazon Capital Services	101-45500-450-42110	19.45	Clock
174136	Amazon Capital Services	101-42121-420-42210	161.29	Tail Lights - Bug Shield / #12
174136	Amazon Capital Services	101-45500-450-43096	64.90	Hot Spot Chargers
174136	Amazon Capital Services	101-45110-450-42020	39.99	Keyboard and Mouse
174136	Amazon Capital Services	101-45500-450-42190	18.34	Books
	Amazon Capital Services		420.66	
174137	American Library Association	101-45500-450-44330	298.00	Delane James ALA Membership Dues
	American Library Association		298.00	
174138	Ancom Technical Center	101-42220-420-44045	662.00	Radio - Replace Antenna and Repair
	Ancom Technical Center		662.00	

Check Numb	Last Name	Acct 1	Amount	Description
174139		241-46330-461-44375	220.00	408 NW 13th Street March 2022 Utility Reimbursement
			220.00	
0	Arrow Electric LLC	101-43160-430-44045	854.28	Misc Street Light Repairs
0	Arrow Electric LLC	101-45200-450-43090	523.45	Electric Service Repair
0	Arrow Electric LLC	101-43160-430-44045	461.79	Repair On 2nd Ave Bridge Lights
	Arrow Electric LLC		1,839.52	
174140	Auto Value Parts Store	601-49430-000-42110	0.72	Spring Assortment for Fuel System
174140	Auto Value Parts Store	602-49450-000-42110	0.72	Spring Assortment for Fuel System
174140	Auto Value Parts Store	603-49500-000-42110	0.11	Spring Assortment for Fuel System
174140	Auto Value Parts Store	101-43126-430-42110	6.94	Spring Assortment for Fuel System
	Auto Value Parts Store		8.49	
174141	Baker & Taylor Entertainment	101-45500-450-42190	109.24	Books
174141	Baker & Taylor Entertainment	101-45500-450-42190	199.48	Books
174141	Baker & Taylor Entertainment	101 45500 450 42190	1,121.22	Books
	Baker & Taylor Entertainment		1,429.94	
0	Bolton & Menk Inc	602-49450-000-45300	6,110.00	TH 3 Sanitary Sewer Project
0	Bolton & Menk Inc	401-43121-430-45300	8,708.50	Northern Link TH 3 Trail
	Bolton & Menk Inc		14,818.50	
174142	Browne Mike & Noreen	601-00000-000-20200	14.02	Refund Check 023131-000, 827 Vardon Ct
	Browne Mike & Noreen		14.02	
174143	Broyhill Manufacturing Co The	101-45200-450-42210	1,472.38	Roller Chain and Guard
	Broyhill Manufacturing Co The		1,472.38	
174125	c/o Teledoc Inc Healthiest You	101-00000-000-21707	1,050.00	Healthiest You - March
	c/o Teledoc Inc Healthiest You		1,050.00	
174144	Caldwell Tanks, Inc.	601-49430-000-45300	163,447.50	2019-12A Pay Req. 1 - NW Area Water Tower

Check Numb	Last Name	Acct 1	Amount	Description
	Caldwell Tanks, Inc.		163,447.50	
174145	Canon Financial Services Inc	240-46210-460-44160	224.41	Copier Lease
	Canon Financial Services Inc		224.41	
174146	Cemstone Products Co Inc	601-49430-000-42110	245.10	Diamond Blades For Chop Saws
174146	Cemstone Products Co Inc	602-49450-000-42110	245.10	Diamond Blades For Chop Saws
	Cemstone Products Co Inc		490.20	
174147	Cengage Learning Inc	101-45500-450-42190	58.81	Books
174147	Cengage Learning Inc	101-45500-450-42190	38.50	Books
	Cengage Learning Inc		97.31	
174130	CenturyLink	601-49430-000-43210	82.18	507-332-9045 313Sensus Back-up Dialer
174130	CenturyLink	902-00000-000-23935	-841.39	Monthly Service 02/13/22-03/12/22
174130	CenturyLink	602-49450-000-43210	53.50	507-334-0412 356 Matteson St Lift Station
174130	CenturyLink	101-41940-410-43210	285.38	507-332-2400 019
174130	CenturyLink	101-45500-450-43210	48.57	507 334-0138 069 Elevator Phone
174130	CenturyLink	225-49810-430-43210	65.96	507-334-2850 219
174130	CenturyLink	602-49480-000-43210	173.88	507-334-8696 581
174130	CenturyLink	602-49450-000-43210	65.96	507-334-0586 787
174130	CenturyLink	902-00000-000-23935	841.39	Monthly Service 02/13/22-03/12/22
174130	CenturyLink	601-49430-000-43210	65.96	507-334-0557 655
	CenturyLink		841.39	
174148	Chamber Trust	210-46100-410-44383	7,000.00	Blue Collar Festival Donation
	Chamber Trust		7,000.00	
174149	Chicago Distribution Center	101-45500-450-42010	27.00	Book Award Stickers
	Chicago Distribution Center		27.00	
174150	Chosen Valley Testing Inc	473-43121-430-45304	409.00	2020-04 Materials Testing
	Chosen Valley Testing Inc		409.00	
0	Cintas Corporation	101-45200-450-44060	30.95	Laundry

Check Numb	Last Name	Acct 1	Amount	Description
0	Cintas Corporation	602-49450-000-44060	15.50	Uniform Cleaning Sewer
0	Cintas Corporation	601-49430-000-44060	22.83	Uniform Cleaning Water
0	Cintas Corporation	603-49500-000-44060	6.36	Uniform Cleaning Stormwater
0	Cintas Corporation	602-49480-000-44060	33.20	Uniform Laundry
0	Cintas Corporation	602-49480-000-44060	23.28	Lab Towels Floor Mats
0	Cintas Corporation	602-49450-000-44060	15.50	Uniform Cleaning Sewer
0	Cintas Corporation	101-43126-430-44060	3.50	Laundry Shop Towels
0	Cintas Corporation	101-43121-430-44060	24.85	Uniform Cleaning Streets
0	Cintas Corporation	101-43126-430-44060	9.49	Uniform Cleaning Mechanics
0	Cintas Corporation	601-49430-000-44060	22.83	Uniform Cleaning Water
0	Cintas Corporation	603-49500-000-44060	6.36	Uniform Cleaning Stormwater
0	Cintas Corporation	101-43126-430-44060	7.81	Uniform Cleaning Mechanics
0	Cintas Corporation	101-43121-430-44060	26.30	Uniform Cleaning Streets
0	Cintas Corporation	602-49450-000-44060	12.71	Lab Towels/Floor Mats
0	Cintas Corporation	602-49450-000-44060	15.50	Uniform Cleaning Sewer
0	Cintas Corporation	101-45200-450-44060	30.95	Laundry
0	Cintas Corporation	101-43126-430-44060	3.50	Laundry Shop Towels
0	Cintas Corporation	603-49500-000-44060	6.36	Uniform Cleaning Stormwater
0	Cintas Corporation	602-49480-000-44060	30.45	Uniform Laundry
0	Cintas Corporation	101-43126-430-44060	3.50	Shop Towels
0	Cintas Corporation	898-46310-000-44060	46.04	Mats Cleaned
0	Cintas Corporation	898-46310-000-44010	24.00	Sanitizer Service
0	Cintas Corporation	898-46310-000-42110	2.00	Hand Sanitizer
0	Cintas Corporation	101-45122-450-44060	14.40	Mops - Laundry Service
0	Cintas Corporation	601-49430-000-44060	22.83	Uniform Cleaning Water
	Cintas Corporation		461.00	
174151	City & Lakes Disposal	101-42700-420-43840	58.50	Garbage Pick-Up / 22-0019
	City & Lakes Disposal		58.50	
174152	City of Faribault	241-46330-461-44375	246.00	621 Hulet Ave Utility Reimb February 2022 Acct # 022536-001
174152	City of Faribault	241-46330-461-44375	217.00	904 B Spring Road March 2022 Utility Reimb to Water Account 0208
174152	City of Faribault	241-46330-461-44375	206.00	523 Lincoln Ave March 2022 Utility Reimb. to Water Account # 022
174152	City of Faribault	241-46330-461-44375	187.00	910 SW 1st Street March 2022 Utility Reimb to Water Acct 022499-
	City of Faribault		856.00	
0	CoLibri System	101-45500-450-42010	496.24	Book Covers
	CoLibri System		496.24	

Check Numb	Last Name	Acct 1	Amount	Description
174153	Consolidated Communications	101-42110-420-43210	552.77	Police Phone Services and Long Distance Fees
174153	Consolidated Communications	101-41940-410-43250	225.01	City Hall Metro Line
174153	Consolidated Communications	902-00000-000-23935	864.39	Consolidated Communications Monthly Subscription
174153	Consolidated Communications	101-41110-410-43250	13.50	Council Chambers TV Services
174153	Consolidated Communications	902-00000-000-23935	-864.39	Consolidated Communications
174153	Consolidated Communications	601-49430-000-43250	73.11	Water Plant DSL w/ Static IP
	Consolidated Communications		864.39	
174154	Core & Main LP	601-49430-000-42110	808.85	Omni Meter Chamber
174154	Core & Main LP	601-49430-000-43095	8,900.00	Sensus Analytics Annual Fee
	Core & Main LP		9,708.85	
174155	Creative Co-Op	101-42110-420-42230	24.00	55 Gallon Trash Bags
	Creative Co-Op		24.00	
174156	Culligan	602-49450-000-44160	49.25	Softener Rental
174156	Culligan	101-45122-450-44160	37.10	Equipment Rental
174156	Culligan	101-41940-410-44160	167.60	City Hall Water Equipment Rental/Cups
174156	Culligan	101-42110-420-42230	150.35	Water
	Culligan		404.30	
174157	Dalco	602-49450-000-42110	-3.82	Credit on Urinal Screens
174157	Dalco	101-43121-430-42110	-36.68	Credit on Urinal Screens
174157	Dalco	601-49430-000-42110	-3.82	Credit on Urinal Screens
174157	Dalco	603-49500-000-42110	-0.54	Credit on Urinal Screens
174157	Dalco	101-42110-420-42230	15.35	Bathroom Disinfectant
174157	Dalco	101-42110-420-42230	10.84	Bathroom Disinfectant
174157	Dalco	101-42110-420-42230	18.42	Glass Cleaner
174157	Dalco	101-41940-410-42230	16.20	Glass Cleaner
174157	Dalco	101-42210-420-42230	211.27	Toilet Paper/Paper Towels
174157	Dalco	101-41940-410-42110	82.06	Towels
	Dalco		309.28	
174158	Deputy Registrar	101-42121-420-44390	14.25	Registration / #12
	Deputy Registrar		14.25	
174159	Detlie Richard	101-00000-000-22001	59,425.00	Fire Escrow Release - 6 5th Avenue NE

Check Numb	Last Name	Acct 1	Amount	Description
174159	Detlie Richard	101-00000-000-10120	-59,425.00	Fire Escrow Release - 6 5th Avenue NE
174159	Detlie Richard	101-00000-000-10100	59,425.00	Fire Escrow Release - 6 5th Avenue NE
	Detlie Richard		59,425.00	
174160	Display Sales	431-45200-450-45300	5,662.00	Snowflake Banners
	Display Sales		5,662.00	
174161	Dufours Cleaners	101-42110-420-43090	15.99	Cleaned the PD Tablecloth
	Dufours Cleaners		15.99	
174162	E O Johnson Company Inc-Dallas	101-45500-450-44160	288.38	Copier Lanier IM C2500 Agreement
174162	E O Johnson Company Inc-Dallas	101-45110-450-44160	333.19	Copier Charges
	E O Johnson Company Inc-Dallas		621.57	
174163	Emergency Apparatus Maintenance Inc	101-42220-420-42210	68.17	Auto Eject Covers and Mounting Plate #2110
	Emergency Apparatus Maintenance Inc		68.17	
174164	Erickson Bret	601-00000-000-20200	95.37	Refund Check 023374-000, 510 Whipple Way
	Erickson Bret		95.37	
174165	Fame Awards	101-45130-450-42110	216.00	Volleyball Award Plaques
	Fame Awards		216.00	
174166	Fareway Stores Inc #126	101-41940-410-42110	8.49	Paper Towels
174166	Fareway Stores Inc #126	290-46500-462-42115	11.86	EDA Meeting -- Food
174166	Fareway Stores Inc #126	101-45122-450-42110	17.98	Laundry Detergent
174166	Fareway Stores Inc #126	101-45126-450-42110	15.98	Trash Bags
174166	Fareway Stores Inc #126	101-41940-410-42115	16.48	Coffee Supplies
174166	Fareway Stores Inc #126	101-42123-420-42115	12.99	Take It To The Box Doughnuts
	Fareway Stores Inc #126		83.78	
174167	Faribault Ace Hardware	101-43121-430-42110	47.45	Cleaning Supplies & Pest Control Spray
174167	Faribault Ace Hardware	101-45200-450-42110	4.30	Plumbing Parts (Shop Sink)
174167	Faribault Ace Hardware	101-45200-450-42110	132.02	Paint/Nuts & Bolts
174167	Faribault Ace Hardware	101-42110-420-42230	35.98	Snow and Ice Melt

Check Numb	Last Name	Acct 1	Amount	Description
174167	Faribault Ace Hardware	101-45200-450-42110	9.28	Drill Bit & Fasteners
174167	Faribault Ace Hardware	101-42220-420-42110	6.32	Key Chain / Fasteners
174167	Faribault Ace Hardware	101-42220-420-42110	19.78	Storage Hooks and Cable Ties
174167	Faribault Ace Hardware	101-42220-420-42110	24.28	Spray Nozzle and Handle
174167	Faribault Ace Hardware	101-45200-450-42110	45.88	Shop Brush and Dust Mask
174167	Faribault Ace Hardware	602-49480-000-42110	10.14	Tubing
174167	Faribault Ace Hardware	101-45200-450-42110	40.17	Spray & Fasteners
174167	Faribault Ace Hardware	101-42110-420-42230	17.08	Toilet Ring Remover
174167	Faribault Ace Hardware	101-43121-430-42110	51.09	Cleaning Supplies & Light Bulbs
174167	Faribault Ace Hardware	601-49430-000-42410	34.99	Torch Kit
174167	Faribault Ace Hardware	602-49480-000-42110	11.00	Motor Brushes
174167	Faribault Ace Hardware	602-49480-000-42110	53.59	Kleenex/Cleaners/Batteries
174167	Faribault Ace Hardware	101-42220-420-42110	2.32	Nuts and Bolts
	Faribault Ace Hardware		545.67	
174169	Faribault Area Chamber of Commerce	290-46500-462-44330	17,000.00	Chamber of Commerce Annual Investment
174168	Faribault Area Chamber of Commerce	101-00000-000-20300	1,889.39	2020 Lodging Tax
174168	Faribault Area Chamber of Commerce	101-41110-410-44384	302.88	January 2021 Additional Lodging Tax
	Faribault Area Chamber of Commerce		19,192.27	
174170	Faribault Community Festivals, Inc.	210-46100-410-44383	7,000.00	Charitable Gambling Donation
	Faribault Community Festivals, Inc.		7,000.00	
0	Faribault Fleet Supply Inc	101-45200-450-42110	4.69	Spray Paint
0	Faribault Fleet Supply Inc	101-45200-450-42110	5.69	Hardware Nuts & Bolts
0	Faribault Fleet Supply Inc	101-45200-450-42210	3.72	Metal Cable & Ferrule Ends
0	Faribault Fleet Supply Inc	601-49430-000-42410	25.99	Chisel
0	Faribault Fleet Supply Inc	101-45200-450-42110	37.92	Primer Bulbs & Bar Clamp Pipe
	Faribault Fleet Supply Inc		78.01	
174171	Faribault Rental Equipment Inc	101-45200-450-42210	8.80	Stihl Air Filter
	Faribault Rental Equipment Inc		8.80	
174172	Faribault Youth Baseball Association	210-46100-410-44383	10,000.00	Charitable Gambling Donation-Amatuer Baseball Tourney
	Faribault Youth Baseball Association		10,000.00	
0	Faribo Air Conditioning & Heating Inc	241-46330-461-44010	168.75	1518 Western Ave Furnace Thermostat Replaced

Check Numb	Last Name	Acct 1	Amount	Description
0	Faribo Air Conditioning & Heating Inc	241-46330-461-42110	115.00	1518 Western Ave Furnace Thermostat
	Faribo Air Conditioning & Heating Inc		283.75	
174173	Faul Kiri Ann	101-42110-420-43090	800.00	Wellness Sessions
	Faul Kiri Ann		800.00	
0	Fette Electronics Inc	101-41940-410-44010	525.00	Replace Motion Detectors
	Fette Electronics Inc		525.00	
0	Force America Distributing LLC	101-43121-430-42210	708.75	Sensor For Sander #619
	Force America Distributing LLC		708.75	
174174	Foth & Van Dyke LLC	225-49810-430-43030	25,600.00	Airfield Lighting Improvements
	Foth & Van Dyke LLC		25,600.00	
0	Garlick Brothers LLC	101-42110-420-44160	40.00	Water Cooler Rental/Reverse Osmosis
0	Garlick Brothers LLC	101-42110-420-44160	40.00	Water Cooler Rental/Reverse Osmosis
0	Garlick Brothers LLC	101-42110-420-44160	40.00	Water Cooler Rental/Reverse Osmosis
	Garlick Brothers LLC		120.00	
174175	Gillette Timothy & Rebecca	101-43121-430-44450	115.00	Mailbox and Post Reimbursement
	Gillette Timothy & Rebecca		115.00	
174124	GIS Benefits	101-00000-000-21711	3.15	Voluntary Short Term Disability - February
174124	GIS Benefits	101-00000-000-21716	-119.12	Accident/Critical Illness - February
174124	GIS Benefits	101-00000-000-21717	-15.09	Vision Insurance Prepaid - February
174124	GIS Benefits	101-00000-000-21715	-509.42	Dental Insurance Prepaid - February
174124	GIS Benefits	101-00000-000-21710	-7.19	Voluntary Life Insurance - February
174124	GIS Benefits	101-00000-000-21716	1,072.63	Accident/Critical Illness - March
174124	GIS Benefits	101-00000-000-21711	466.40	Voluntary Short Term Disability - March
174124	GIS Benefits	101-00000-000-11510	178.30	Dental - L Petricka Aug-Dec 2021
174124	GIS Benefits	101-00000-000-21715	4,186.68	Dental Insurance Prepaid - March
174124	GIS Benefits	101-00000-000-21717	428.02	Vision Insurance Prepaid - March
174124	GIS Benefits	101-00000-000-21710	1,789.39	Voluntary Life Insurance - March

Check Numb	Last Name	Acct 1	Amount	Description
	GIS Benefits		7,473.75	
174176	Glenn's Service LLC	101-42123-420-44040	90.00	Mount and Balance Tires / #14
174176	Glenn's Service LLC	101-42121-420-43090	79.83	Tow Utility Trailer-7th St NW to FPD Storage Facility / 22-0692
	Glenn's Service LLC		169.83	
0	Gopher State One Call	603-49500-000-43090	25.20	One Call Tickets February 2022
0	Gopher State One Call	602-49450-000-43090	25.20	One Call Tickets February 2022
0	Gopher State One Call	601-49430-000-43090	25.20	One Call Tickets February 2022
	Gopher State One Call		75.60	
174177	Gym Works Inc	101-45122-450-44045	450.00	Maintenance on Fitness Machines
	Gym Works Inc		450.00	
174178	Hacker Benjamin	601-00000-000-20200	212.79	Refund Check 017283-000, 2417 14 St NE
	Hacker Benjamin		212.79	
174179	Harlequin Sales Corp/Reader Service	101-45500-450-42190	21.96	Books
174179	Harlequin Sales Corp/Reader Service	101-45500-450-42190	30.30	Books
	Harlequin Sales Corp/Reader Service		52.26	
174180	Harry Brown's LLC	101-42123-420-44040	314.30	Car Washes
	Harry Brown's LLC		314.30	
174181	Hawkins Inc	601-49430-000-42160	0.01	Chlorine Cylinder Return
174181	Hawkins Inc	601-49430-000-42160	-0.01	Chlorine Cylinder Return
174181	Hawkins Inc	601-49430-000-42160	-0.01	Chlorine Cylinder Return
174181	Hawkins Inc	601-49430-000-42160	0.01	Chlorine Cylinder Return
174181	Hawkins Inc	601-49430-000-42160	2,154.90	Sodium Silicate For Water Treatment
174181	Hawkins Inc	602-49480-000-42160	7,538.64	Ferric Phos Removal
174181	Hawkins Inc	601-49430-000-42160	1,280.00	Chlorine For Water Treatment
174181	Hawkins Inc	101-45122-450-42160	613.41	Pool Chemicals
	Hawkins Inc		11,586.95	
174182	Heating & Cooling Two, Inc.	101-00000-420-32230	360.00	Heating Permit 2022-00132 Overpayment Refund

Check Numb	Last Name	Acct 1	Amount	Description
	Heating & Cooling Two, Inc.		360.00	
174183	Heideman Mary	601-00000-000-20200	47.10	Refund Check 009516-000, 1412 Forest Ln
	Heideman Mary		47.10	
174184	Hiawathaland Transit/Three Rivers Community Action	101-00000-000-20400	120.00	Bus Token Sales - February
	Hiawathaland Transit/Three Rivers Community Action		120.00	
174185	Hillyard Hutchinson	602-49450-000-42230	69.83	Cleaner/Restroom Paper Towels/Toilet Paper
174185	Hillyard Hutchinson	601-49430-000-42230	69.83	Cleaner/Restroom Paper Towels/Toilet Paper
174185	Hillyard Hutchinson	101-43121-430-42230	670.95	Cleaner/Restroom Paper Towels/Toilet Paper
174185	Hillyard Hutchinson	603-49500-000-42230	9.92	Cleaner/Restroom Paper Towels/Toilet Paper
174185	Hillyard Hutchinson	101-45122-450-42110	1,187.44	Paper Towels - Mops - Cleaners - Toilet Tissue
174185	Hillyard Hutchinson	601-49430-000-42230	2.78	Mop Head for PWP
174185	Hillyard Hutchinson	602-49450-000-42230	2.78	Mop Head for PWP
174185	Hillyard Hutchinson	101-43121-430-42230	26.67	Mop Head for PWP
174185	Hillyard Hutchinson	603 49500 000 42230	0 39	Mop Head for PWP
	Hillyard Hutchinson		2,040.59	
174126	ICMA Retirement Trust 457	101-00000-000-21706	335.00	PR Batch 00504.02.2022 ICMA Deferred Comp
	ICMA Retirement Trust 457		335.00	
174186	IFACS	101-45200-450-42110	70.80	Anchor Bolts Nuts & Washers
174186	IFACS	101-45200-450-42210	155.99	Cutting Edge Bolts & Nuts
	IFACS		226.79	
174187	Indelco Plastics Corporation	601-49430-000-42110	317.48	Chemical Feed Tubing WTP
	Indelco Plastics Corporation		317.48	
0	Innovative Office Solutions LLC	101-41800-410-42010	4.14	Pocket Files
0	Innovative Office Solutions LLC	101-41320-410-42010	4.14	Pocket Files
0	Innovative Office Solutions LLC	101-41510-410-42010	23.07	Pocket Files/Mouse Pad/Post it Notes
0	Innovative Office Solutions LLC	101 41800 410 42010	2 05	Pocket Files
0	Innovative Office Solutions LLC	101-41320-410-42010	2.05	Pocket Files
0	Innovative Office Solutions LLC	101-41580-410-42010	2.05	Pocket Files
0	Innovative Office Solutions LLC	101-41510-410-42010	18.12	Ink Pad for Date Stamper

Check Numb	Last Name	Acct 1	Amount	Description
0	Innovative Office Solutions LLC	601-49430-000-42020	444.42	Toner for Water Treatment Plant
0	Innovative Office Solutions LLC	101-45122-450-42110	25.28	WSI Instructor Manual Binder
0	Innovative Office Solutions LLC	240-46210-460-42010	49.49	HRA-Folders & Fingertip Moistener
0	Innovative Office Solutions LLC	101-42124-420-42010	26.88	Envelopes - Legal Pads
	Innovative Office Solutions LLC		601.69	
174188	Insty-Prints	101-43121-430-42030	49.50	Business Cards Bill Rosenau
174188	Insty-Prints	101-43126-430-42030	64.50	Business Cards Tony Pemrick
	Insty-Prints		114.00	
0	Internal Revenue Service	101-00000-000-21704	6,556.28	PR Batch 00504.02.2022 Medicare Employee
0	Internal Revenue Service	101-00000-000-21703	19,366.19	PR Batch 00504.02.2022 FICA Employee
0	Internal Revenue Service	101-00000-000-21704	6,556.28	PR Batch 00504.02.2022 Medicare Employer
0	Internal Revenue Service	101-00000-000-21703	19,366.19	PR Batch 00504.02.2022 FICA Employer
0	Internal Revenue Service	101-00000-000-21701	43,092.08	PR Batch 00504.02.2022 Federal Income Tax
	Internal Revenue Service		94,937.02	
0	John Henry Foster MN Inc	602-49480-000-44045	925.59	Air Compressor Maintenance
	John Henry Foster MN Inc		925.59	
174189	Johnson Anne	101-43121-430-44450	115.00	Mailbox and Post Reimbursement
	Johnson Anne		115.00	
174190	Keys Well Drilling Company	601-49430-000-44050	9,375.00	Well #6 Brushing & Well #5 Base Plate Maintenance
	Keys Well Drilling Company		9,375.00	
174191	Kime Jennifer	601-00000-000-20200	102.23	Refund Check 021786-000, 501 Division St W
	Kime Jennifer		102.23	
0	Kline Distributing LLC	101-45122-450-42230	120.00	Cleaning Wipes
	Kline Distributing LLC		120.00	
174192	KLJ Solutions Holding Co.	472-43121-430-45300	6,543.00	TH 3/30th St NW Noise Analysis

Check Numb	Last Name	Acct 1	Amount	Description
	KLJ Solutions Holding Co.		6,543.00	
0	Knight Barry Title United LLC	241-46330-461-43090	450.00	20 14th St NE Search & Exam Fee
0	Knight Barry Title United LLC	241-46330-461-43090	450.00	1225 2nd St NW Search & Exam Fee
0	Knight Barry Title United LLC	241-46330-461-43090	450.00	725 Willow St Search & Exam Fee
0	Knight Barry Title United LLC	241-46330-461-43090	450.00	1518-1536 Western Search & Exam Fee
0	Knight Barry Title United LLC	241-46330-461-43090	450.00	408 412 13th St NW Search & Exam Fee
0	Knight Barry Title United LLC	241-46330-461-43090	450.00	523 Division Search & Exam Fee
0	Knight Barry Title United LLC	241-46330-461-43090	450.00	519 Lincoln Search & Exam Fee
0	Knight Barry Title United LLC	241-46330-461-43090	450.00	1806-1820 Shumway Search & Exam Fee
0	Knight Barry Title United LLC	241-46330-461-43090	450.00	1319/1323 7th St NW/621 Hulet Search & Exam Fee
0	Knight Barry Title United LLC	241-46330-461-43090	450.00	910-920 1st St SW Search & Exam Fee
0	Knight Barry Title United LLC	241-46330-461-43090	450.00	404 13th St NW Search & Exam Fee
0	Knight Barry Title United LLC	241-46330-461-43090	450.00	900-904 Spring Road Search & Exam Fee
0	Knight Barry Title United LLC	241-46330-461-43090	450.00	830 9th Ave SW Search & Exam Fee
	Knight Barry Title United LLC		5,850.00	
0	Kremer Services LLC	101-43121-430-42210	979.06	Leaf Spring-Street #107
	Kremer Services LLC		979.06	
174193	KRIS Engineering Inc	101-43121-430-42110	3,891.90	Plow Cutting Edge For Stock
	KRIS Engineering Inc		3,891.90	
174194	Larkin Jimmie	898-46310-000-44010	70.54	Fire//Elevator/Occupant Emergency Alarm Monthly Monitoring
	Larkin Jimmie		70.54	
174195	League of Minnesota Cities Ins Trust	101-45122-450-41510	4,060.00	Work Comp Premium - 1st & 2nd Qtrr
174195	League of Minnesota Cities Ins Trust	101-43121-430-41510	21,477.76	Work Comp Premium - 1st & 2nd Qtrr
174195	League of Minnesota Cities Ins Trust	101-42400-420-41510	1,004.25	Work Comp Premium - 1st & 2nd Qtrr
174195	League of Minnesota Cities Ins Trust	101-45122-450-41510	851.76	Work Comp Premium - 1st & 2nd Qtrr
174195	League of Minnesota Cities Ins Trust	101-41910-410-41510	965.31	Work Comp Premium - 1st & 2nd Qtrr
174195	League of Minnesota Cities Ins Trust	101-45125-450-41510	4,801.28	Work Comp Premium - 1st & 2nd Qtrr
174195	League of Minnesota Cities Ins Trust	602-49480-000-41510	8,693.25	Work Comp Premium - 1st & 2nd Qtrr
174195	League of Minnesota Cities Ins Trust	101-42110-420-41510	20,123.13	Work Comp Premium - 1st & 2nd Qtrr
174195	League of Minnesota Cities Ins Trust	101-43126-430-41510	2,924.09	Work Comp Premium - 1st & 2nd Qtrr
174195	League of Minnesota Cities Ins Trust	101-42700-420-41510	4,447.11	Work Comp Premium - 1st & 2nd Qtrr
174195	League of Minnesota Cities Ins Trust	101-41110-410-41510	32.74	Work Comp Premium - 1st & 2nd Qtrr
174195	League of Minnesota Cities Ins Trust	101-41800-410-41510	465.15	Work Comp Premium - 1st & 2nd Qtrr

Check Numb	Last Name	Acct 1	Amount	Description
174195	League of Minnesota Cities Ins Trust	603-49500-000-41510	1,828.00	Work Comp Premium - 1st & 2nd Qtrtr
174195	League of Minnesota Cities Ins Trust	240-46210-460-41510	2,429.91	Work Comp Premium - 1st & 2nd Qtrtr
174195	League of Minnesota Cities Ins Trust	101-41580-410-41510	331.29	Work Comp Premium - 1st & 2nd Qtrtr
174195	League of Minnesota Cities Ins Trust	602-49450-000-41510	11,316.56	Work Comp Premium - 1st & 2nd Qtrtr
174195	League of Minnesota Cities Ins Trust	101-41940-410-41510	1,685.69	Work Comp Premium - 1st & 2nd Qtrtr
174195	League of Minnesota Cities Ins Trust	902-00000-000-23935	266,164.00	Work Comp Premium -1st and 2nd Quarter
174195	League of Minnesota Cities Ins Trust	101-45200-450-41510	13,876.95	Work Comp Premium - 1st & 2nd Qtrtr
174195	League of Minnesota Cities Ins Trust	101-45126-450-41510	377.42	Work Comp Premium - 1st & 2nd Qtrtr
174195	League of Minnesota Cities Ins Trust	902-00000-000-23935	-266,164.00	Work Comp Premium - 1st & 2nd Qtrtr
174195	League of Minnesota Cities Ins Trust	101-42121-420-41510	25,882.99	Work Comp Premium - 1st & 2nd Qtrtr
174195	League of Minnesota Cities Ins Trust	101-45130-450-41510	1,235.18	Work Comp Premium - 1st & 2nd Qtrtr
174195	League of Minnesota Cities Ins Trust	101-42210-420-41510	4,936.53	Work Comp Premium - 1st & 2nd Qtrtr
174195	League of Minnesota Cities Ins Trust	101-42124-420-41510	749.85	Work Comp Premium - 1st & 2nd Qtrtr
174195	League of Minnesota Cities Ins Trust	101-45500-450-41510	1,761.46	Work Comp Premium - 1st & 2nd Qtrtr
174195	League of Minnesota Cities Ins Trust	101-43110-430-41510	199.84	Work Comp Premium - 1st & 2nd Qtrtr
174195	League of Minnesota Cities Ins Trust	101-43190-430-41510	1,405.42	Work Comp Premium - 1st & 2nd Qtrtr
174195	League of Minnesota Cities Ins Trust	101-45140-450-41510	1,818.46	Work Comp Premium - 1st & 2nd Qtrtr
174195	League of Minnesota Cities Ins Trust	101-41320-410-41510	527.12	Work Comp Premium - 1st & 2nd Qtrtr
174195	League of Minnesota Cities Ins Trust	101-42220-420-41510	41,241.77	Work Comp Premium - 1st & 2nd Qtrtr
174195	League of Minnesota Cities Ins Trust	101-41510-410-41510	707.83	Work Comp Premium - 1st & 2nd Qtrtr
174195	League of Minnesota Cities Ins Trust	101-42123-420-41510	79,011.74	Work Comp Premium - 1st & 2nd Qtrtr
174195	League of Minnesota Cities Ins Trust	601-49430-000-41510	3,831.70	Work Comp Premium - 1st & 2nd Qtrtr
174195	League of Minnesota Cities Ins Trust	101-45110-450-41510	1,162.46	Work Comp Premium - 1st & 2nd Qtrtr
	League of Minnesota Cities Ins Trust		266,164.00	
174196	Lee Adam & Erica	601-00000-000-20200	22.32	Refund Check 022105-000, 128 6 Ave NW
	Lee Adam & Erica		22.32	
174197	Loffler Companies Inc	101-43121-430-44160	-1.72	Finance Charge Credited
174197	Loffler Companies Inc	240-46210-460-44160	109.80	Cannon Copier Charges
174197	Loffler Companies Inc	601-49430-000-44160	5.07	Copies February 2022 PWP
174197	Loffler Companies Inc	602-49450-000-44160	5.07	Copies February 2022 PWP
174197	Loffler Companies Inc	603-49500-000-44160	0.73	Copies February 2022 PWP
174197	Loffler Companies Inc	101-42124-420-44160	68.03	B/W and Color Copies
174197	Loffler Companies Inc	101-42400-420-44160	338.83	Copies for 3rd Floor
174197	Loffler Companies Inc	101-43121-430-44160	48.74	Copies February 2022 PWP
	Loffler Companies Inc		574.55	
174198	M Peters Enterprises Inc	210-46100-410-44383	525.60	Flags

Check Numb	Last Name	Acct 1	Amount	Description
	M Peters Enterprises Inc		525.60	
0	MacQueen Equipment LLC	101-42220-420-42110	112.04	Germicidal Cleaner for SCBA
0	MacQueen Equipment LLC	101-42220-420-42110	40.99	Retainer Clip for SCBA
0	MacQueen Equipment LLC	101-42220-420-42410	1,092.76	MSA Head Harness
	MacQueen Equipment LLC		1,245.79	
174128	Madison National Life Insurance Co Inc	101-00000-000-21711	1,749.99	PR Batch 00504.02.2022 Long Term Disability
174128	Madison National Life Insurance Co Inc	101-00000-000-21711	15.68	M Shuda LTD
174128	Madison National Life Insurance Co Inc	101-00000-000-21711	13.44	P Froman LTD
174128	Madison National Life Insurance Co Inc	101-00000-000-21711	13.08	T Schwarz LTD
174128	Madison National Life Insurance Co Inc	101-00000-000-21711	11.20	R Bartsch LTD
174128	Madison National Life Insurance Co Inc	101-00000-000-21711	9.34	J Remme LTD
174128	Madison National Life Insurance Co Inc	101-00000-000-21711	10.41	D Knutson LTD
174128	Madison National Life Insurance Co Inc	101-00000-000-21711	10.59	C Berndtson LTD
174127	Madison National Life Insurance Co Inc	101-00000-000-21710	3,670.33	Life Insurance - March
174127	Madison National Life Insurance Co Inc	101-42220-420-41330	62.58	Part-Time Firefighters Life Insurance
	Madison National Life Insurance Co Inc		5,566.64	
174199	Manke's Outdoor Eqt & Appliances	101-45200-450-42110	157.87	Trimmer Parts
	Manke's Outdoor Eqt & Appliances		157.87	
0	Marco Technologies LLC	101-41510-410-44045	157.80	Monthly Printer Contract CN184829-01
0	Marco Technologies LLC	101-43110-430-44045	12.71	Public Works Department Print Fee
0	Marco Technologies LLC	101-45200-450-44045	12.71	Parks Print Fee
0	Marco Technologies LLC	101-41800-410-44045	33.72	HR Print Fee
0	Marco Technologies LLC	101-43126-430-44045	12.71	Public Works Maintenance Shop Print Fee
0	Marco Technologies LLC	101-41510-410-44045	70.25	Finance Print Fee
0	Marco Technologies LLC	101-45126-450-44045	12.71	Washinton Rec Print Fee
0	Marco Technologies LLC	902-00000-000-23935	382.80	Marco Main Print Bill
0	Marco Technologies LLC	101-42123-420-44045	53.61	Police Patrol Print Fee
0	Marco Technologies LLC	902-00000-000-23935	-382.80	Marco Main 1
0	Marco Technologies LLC	101-41320-410-44045	25.42	Administration Print Fee
0	Marco Technologies LLC	101-42124-420-44045	66.00	Police Records and Evd. Print Fee
0	Marco Technologies LLC	240-46210-460-44045	25.42	Community & Economic Development Print Fee
0	Marco Technologies LLC	101-45110-450-44045	12.71	Community Center Back Desk Print Fee
0	Marco Technologies LLC	101-42110-420-44045	12.71	Police Administration Print Fee
0	Marco Technologies LLC	101-45500-450-44045	32.12	Library Print Fee

Check Numb	Last Name	Acct 1	Amount	Description
	Marco Technologies LLC		540.60	
174200	McNeilus Steel Inc	101-45200-450-42110	296.40	Steel I-Beam
	McNeilus Steel Inc		296.40	
0	Metro Sales Inc	101-42400-420-44160	167.00	Ricoh Copier/Printer
	Metro Sales Inc		167.00	
174201	Midwest Tape LLC	101-45500-450-42192	13.99	Audio/Visual
174201	Midwest Tape LLC	101-45500-450-42192	93.64	Audio/Visual
174201	Midwest Tape LLC	101-45500-450-42192	44.98	Audio/Visual
174201	Midwest Tape LLC	101-45500-450-42192	520.86	Audio/Visual
	Midwest Tape LLC		673.47	
0	Minnesota Child Support Payment Center	101-00000-000-21716	426.30	PR Batch 00504.02.2022 Child Support
	Minnesota Child Support Payment Center		426.30	
174202	Minnesota Department of Labor & Industry	101-00000-420-36260	-53.34	February 2022 Surcharge Retained
174202	Minnesota Department of Labor & Industry	101-00000-000-20820	2,666.79	February 2022 Surcharge
	Minnesota Department of Labor & Industry		2,613.45	
174203	Minnesota Department of Public Safety	602-49480-000-44390	25.00	MN Emergency Program Ferric
	Minnesota Department of Public Safety		25.00	
0	Minnesota Department of Revenue	101-00000-000-21702	18,285.71	PR Batch 00504.02.2022 State Income Tax
	Minnesota Department of Revenue		18,285.71	
174204	Minnesota Department of Transportation	225-49810-430-44600	5,125.00	Hangar Loan Agreement 3/1/22-3/31/22
174205	Minnesota Department of Transportation	469-43121-430-45300	679.16	2021-04 Material Testing and Bridge Inspection
	Minnesota Department of Transportation		5,804.16	
0	Minnesota Elevator Inc	101-41940-410-44010	195.40	Elevator Monthly Maintenance-March

Check Numb	Last Name	Acct 1	Amount	Description
	Minnesota Elevator Inc		195.40	
0	Minnesota Petroleum Services Inc	225-49810-430-44045	447.00	Repairs to Fuel System
	Minnesota Petroleum Services Inc		447.00	
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	191.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49450-000-43090	191.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	393.80	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	393.80	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	191.00	SIU Lab Testing
0	Minnesota Valley Testing Labs Inc	602-49480-000-43090	191.00	SIU Lab Testing
	Minnesota Valley Testing Labs Inc		1,551.60	
174206	Mitchell Repair Information Company LLC	101-43126-430-43095	2,390.52	Automotive Repair Software
	Mitchell Repair Information Company LLC		2,390.52	
174207	██████████	241-46330-461-44375	242.00	830 SW 9th Ave March 2022 Utility Reimbursement
	██████████		242.00	
0	Motor Parts & Equipment Corp	602-49450-000-42210	21.00	Battery Connector Protectors
0	Motor Parts & Equipment Corp	101-45200-450-42130	35.67	Hydraulic Fluid
0	Motor Parts & Equipment Corp	101-45200-450-42210	12.56	Spark Plugs
0	Motor Parts & Equipment Corp	101-45200-450-42130	41.98	Solvent
0	Motor Parts & Equipment Corp	101-43121-430-42210	31.16	Windshield Wiper - Street #316
0	Motor Parts & Equipment Corp	602-49480-000-42130	31.08	Generator Oil
0	Motor Parts & Equipment Corp	101-43121-430-42210	29.38	Wipers For #104
0	Motor Parts & Equipment Corp	101-43121-430-42210	23.94	Oil Filter - Street #119
0	Motor Parts & Equipment Corp	101-43121-430-42210	8.41	Fuel Filter - Street #119
0	Motor Parts & Equipment Corp	101-43121-430-42210	-31.16	Windshield Wiper - Street #316
0	Motor Parts & Equipment Corp	101-45200-450-42210	13.49	Air Filter
0	Motor Parts & Equipment Corp	101-43121-430-42210	13.76	Seal For #118
0	Motor Parts & Equipment Corp	101-43121-430-42210	11.69	Seal For #118
0	Motor Parts & Equipment Corp	101-43121-430-42210	-11.69	Return Seal For #118
0	Motor Parts & Equipment Corp	601-49430-000-42110	6.64	Adhesive
0	Motor Parts & Equipment Corp	101-45200-450-42210	24.98	Light Bulbs
	Motor Parts & Equipment Corp		262.89	

Check Numb	Last Name	Acct 1	Amount	Description
0	MTI Distributing Inc	101-45200-450-42210	194.56	Mower Parts
0	MTI Distributing Inc	101-45200-450-42210	172.62	Mower Parts
0	MTI Distributing Inc	101-45200-450-42210	323.89	Pulley Drive Mower Parts
0	MTI Distributing Inc	101-45200-450-42210	53.23	Idler Pulley
	MTI Distributing Inc		744.30	
174208	Muddy Paws LLC	101-42700-420-43090	650.00	Impound Fees / April 2021
174208	Muddy Paws LLC	101-42700-420-43090	338.00	Impound Fees / May 2021
174208	Muddy Paws LLC	101-42700-420-43090	338.00	Impound Fees / July 2021
174208	Muddy Paws LLC	101-42700-420-43090	234.00	Impound Fees / June 2021
174208	Muddy Paws LLC	101-42700-420-43090	416.00	Impound Fees / Sept 2021
174208	Muddy Paws LLC	101-42700-420-43090	980.00	Impound Fees / Oct 2021
174208	Muddy Paws LLC	101-42700-420-43090	442.00	Impound Fees / Aug 2021
	Muddy Paws LLC		3,398.00	
174209	Nationstar Mortgage LLC dba Champion Mortgage Co	601-00000-000-20200	45.04	Refund Check 024049-000, 2716 Village Dr
	Nationstar Mortgage LLC dba Champion Mortgage Co		45.04	
0	NCL of Wisconsin Inc	601-49430-000-42110	101.06	Accuvacs For The WTP
	NCL of Wisconsin Inc		101.06	
174129	NCPERS Group Life Insur	101-00000-000-21710	192.00	PR Batch 00504.02.2022 PERA Life Insurance
	NCPERS Group Life Insur		192.00	
174210	North American Title Company	603-00000-000-20200	2.33	Refund 008257-000/815 Central Ave - Reissue Check #170977
174210	North American Title Company	601-00000-000-20200	12.16	Refund 008257-000/815 Central Ave - Reissue Check #170977
174210	North American Title Company	602-00000-000-20200	9.38	Refund 008257-000/815 Central Ave - Reissue Check #170977
	North American Title Company		23.87	
174211	OPG-3 Inc	101-41510-410-43095	370.00	SQL Updates Address Listing-AP Laserfiche
	OPG-3 Inc		370.00	
0	Orchard Trust Company	101-00000-000-21706	36,111.88	PR Batch 00504.02.2022 MN Deferred Comp
0	Orchard Trust Company	101-00000-000-21706	1,487.00	PR Batch 00504.02.2022 Roth Deferred Compensation

Check Numb	Last Name	Acct 1	Amount	Description
	Orchard Trust Company		37,598.88	
174212	Orr John	101-43121-430-44450	115.00	Mailbox & Post Reimbursement
	Orr John		115.00	
174213	Owatonna Heating & Cooling Inc	437-45122-450-45200	255,000.00	Partial Payment for HVAC Units at Community Center
	Owatonna Heating & Cooling Inc		255,000.00	
0	Paape Companies Inc	101-45500-450-44010	101.00	HVAC Repairs
0	Paape Companies Inc	602-49450-000-44010	124.38	Repairs to In-Floor Heating System
0	Paape Companies Inc	101-43121-430-44010	180.33	Replace Faulty Capacitor and Remounted Combustion Motor
0	Paape Companies Inc	601-49430-000-44010	124.38	Repairs to In-Floor Heating System
0	Paape Companies Inc	101-43121-430-44010	1,195.10	Repairs to In-Floor Heating System
0	Paape Companies Inc	603-49500-000-44010	17.68	Repairs to In-Floor Heating System
0	Paape Companies Inc	602-49450-000-44010	18.77	Replace Faulty Capacitor and Remounted Combustion Motor
0	Paape Companies Inc	601-49430-000-44010	18.77	Replace Faulty Capacitor and Remounted Combustion Motor
0	Paape Companies Inc	603 49500 000 44010	2 66	Replace Faulty Capacitor and Remounted Combustion Motor
	Paape Companies Inc		1,783.07	
174214	PERA	101-42700-420-41210	1,875.65	Esquivel/Valeria Omitted Deductions
	PERA		1,875.65	
174215	Polzin Thomas	101-42110-420-43090	314.61	New Glass for Chief's Desk Top
	Polzin Thomas		314.61	
174216	Powerplan OIB	101-43121-430-42210	147.36	Fuel Filters For Stock - #119
	Powerplan OIB		147.36	
0	Public Employees Retirement Association	101-00000-000-21705	16,894.90	PR Batch 00504.02.2022 PERA Coordinated
0	Public Employees Retirement Association	101-00000-000-21705	220.73	PR Batch 00504.02.2022 PERA Defined
0	Public Employees Retirement Association	101-00000-000-21705	17,286.25	PR Batch 00504.02.2022 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	220.73	PR Batch 00504.02.2022 PERA Defined
0	Public Employees Retirement Association	101 00000 000 21705	25,929 37	PR Batch 00504 02 2022 PERA Police & Fire
0	Public Employees Retirement Association	101-00000-000-21705	19,494.28	PR Batch 00504.02.2022 PERA Coordinated

Check Numb	Last Name	Acct 1	Amount	Description
	Public Employees Retirement Association		80,046.26	
174217	Push Pedal Pull - SLP	101-45122-450-44045	240.00	Repair Fitness Machine
	Push Pedal Pull - SLP		240.00	
0	R C Bliss Inc	101-42123-420-42210	30.24	V-Belt / #18
0	R C Bliss Inc	101-42123-420-42210	189.00	Wheel Hub Assembly / #18
0	R C Bliss Inc	101-42123-420-42210	80.50	Hose Assembly / #4
	R C Bliss Inc		299.74	
174218	R.A.W. Construction LLC	241-46330-461-44010	40.00	904 Spring Rd/910-920 1st Street/1518-1536 Western Parking Lot S
174218	R.A.W. Construction LLC	898-46310-000-44010	200.00	Parking Lot Sand 2/11/22
174218	R.A.W. Construction LLC	898-46310-000-44010	100.00	1324 Prairie Ave Sanding Parking Lot 2/14/22
174218	R.A.W. Construction LLC	241-46330-461-44010	30.00	910-920 SW 1st Street/1518-1536 Western Parking Lot Sanding 2/14
174218	R.A.W. Construction LLC	211-46310-460-44010	30.00	16 SE 1st Plow/Sand 2/22/22
174218	R.A.W. Construction LLC	241-46330-461-44010	965.00	49 Units Plow/Sand/Shovel 2/22/22
174218	R A W Construction LLC	898 46310 000 44010	800 00	1324 Prairie Plow/Sand/Shovel 2/22/22
	R.A.W. Construction LLC		2,165.00	
174219	Raskob John & Kathleen	101-43121-430-44450	65.00	Mailbox Reimbursement
	Raskob John & Kathleen		65.00	
0	Rent 'N' Save Portable Services	101-45200-450-44160	160.00	Portable Restroom Rentals
	Rent 'N' Save Portable Services		160.00	
174220	Reuvers Morgan	601-00000-000-20200	48.86	Refund Check 024148-000, 1026 Westwood Dr
	Reuvers Morgan		48.86	
174221	Rice County Highway Department	475-43121-430-45300	1,331.05	I-35/CSAH 9 Interchange Analysis
	Rice County Highway Department		1,331.05	
0	Rice County Recorder	101-41910-410-43520	92.00	Record Ordinance 2021-016 A749323 Rezone 1440 Willow
	Rice County Recorder		92.00	

Check Numb	Last Name	Acct 1	Amount	Description
174222	Rice County Sheriff	101-42123-420-42070	1,000.00	Use of Range for Firearms Training
	Rice County Sheriff		1,000.00	
174223	Rick Cashin Construction	101-00000-000-22000	1,000.00	Release of Escrow for 2030 13th St NW-Permit No:2020-01027
	Rick Cashin Construction		1,000.00	
0	Ronco Engineering Sales	101-43121-430-42210	411.00	Hydraulic Motor For Sander - #118
	Ronco Engineering Sales		411.00	
174224	Safety-Kleen Systems Inc	101-43126-430-44045	103.15	Parts Washer Solvent
	Safety-Kleen Systems Inc		103.15	
174225	Sanity Solutions Inc	101-41580-410-43095	347.64	Azure Subscription
	Sanity Solutions Inc		347.64	
174226	Schema Farms Custom Work LLC	101-43125-430-43090	2,242.50	Snow Hauling
	Schema Farms Custom Work LLC		2,242.50	
174227	Schindler Elevator Corporation	101-45500-450-44010	481.38	Elevator Contract 3/1/22 to 5/31/22
	Schindler Elevator Corporation		481.38	
0	Schirmer Karl D	101-45200-450-43090	980.00	Snow Removal
	Schirmer Karl D		980.00	
174228	SHI International Corp	101-41580-410-43095	4.72	Visio Subscription
	SHI International Corp		4.72	
0	Short Elliott Hendrickson Inc	601-49430-000-43030	51.74	AWIA Risk Assess./ERP Through 1/29/22
	Short Elliott Hendrickson Inc		51.74	
0	Shred Right	101-42121-420-43090	20.25	Shredding Service

Check Numb	Last Name	Acct 1	Amount	Description
	Shred Right		20.25	
174229		241-46330-461-44375	214.00	1532 Western Ave Utility Reimbursement March 2022
			214.00	
174230	SJE Rhombus	602-49480-000-42110	1,705.19	PLC Card
	SJE Rhombus		1,705.19	
0	Southwest Service Cooperative	101-42123-420-41310	1,920.11	Maggie Hunt Insurance
0	Southwest Service Cooperative	101-42123-420-41310	673.18	Dustin Delmonico Insurance
0	Southwest Service Cooperative	101-00000-000-11510	58.54	Dustin Delmonico Insurance
0	Southwest Service Cooperative	101-00000-000-11510	823.17	Nancy Andrist Insurance
0	Southwest Service Cooperative	101-00000-000-11510	1,536.44	Kimberly Lang Insurance
0	Southwest Service Cooperative	101-00000-000-11510	731.72	Carol Luczak-Dillerud Insurance
0	Southwest Service Cooperative	101-42123-420-41310	675.01	John Harmon Insurance
0	Southwest Service Cooperative	101-00000-000-11510	421.48	Maggie Hunt Insurance
0	Southwest Service Cooperative	101-00000-000-11510	148.16	John Harmon Insurance
0	Southwest Service Cooperative	101-00000-000-21707	139,391.47	Health Insurance Premiums - March
0	Southwest Service Cooperative	101-00000-000-11510	731.72	Jerry Marzahn Insurance
0	Southwest Service Cooperative	101-00000-000-11510	1,646.34	Jackie Remme Insurance - Feb & March
	Southwest Service Cooperative		148,757.34	
174131	Steele Waseca Coop Electric	602-49450-000-43810	73.96	1089247-Lift Station-15625 Acorn Trl
174131	Steele Waseca Coop Electric	225-49810-430-43810	55.06	32094-Airport
174131	Steele Waseca Coop Electric	225-49810-430-43810	69.91	41901-Airport
174131	Steele Waseca Coop Electric	225-49810-430-43810	47.15	1017445-2011 T-Hangar
174131	Steele Waseca Coop Electric	225-49810-430-43810	51.64	20891-Airport New Hangar
174131	Steele Waseca Coop Electric	225-49810-430-43810	412.22	1018611-Hangar 910K
174131	Steele Waseca Coop Electric	101-43160-430-43810	62.55	32089-Highway 21 Lights
174131	Steele Waseca Coop Electric	225-49810-430-43810	7.89	1077021-Security Hangar 2
174131	Steele Waseca Coop Electric	225-49810-430-43810	7.89	41927-Airport
174131	Steele Waseca Coop Electric	902-00000-000-23935	-2,508.98	Monthly Charges-January
174131	Steele Waseca Coop Electric	602-49450-000-43810	161.40	30493-Lift Station
174131	Steele Waseca Coop Electric	225-49810-430-43810	784.86	23947-Airport 10
174131	Steele Waseca Coop Electric	602-49480-000-43810	62.28	23271-Sludge Farm
174131	Steele Waseca Coop Electric	225-49810-430-43810	40.00	1018624-Hangar 910J
174131	Steele Waseca Coop Electric	225-49810-430-43810	7.89	41926-Airport
174131	Steele Waseca Coop Electric	225-49810-430-43810	565.42	41875-Airport S Hangars
174131	Steele Waseca Coop Electric	101-43160-430-43810	98.86	27205-Airtech Park

Check Numb	Last Name	Acct 1	Amount	Description
174131	Steele Waseca Coop Electric	902-00000-000-23935	2,508.98	Monthly Charges-January
	Steele Waseca Coop Electric		2,508.98	
0	Stonebrooke Engineering Inc.	472-43121-430-45300	9,325.48	30th St NW-TH 3 Through 1/31/22
	Stonebrooke Engineering Inc.		9,325.48	
174231	Sunde School Electrical Training Inc	602-49480-000-44390	41.67	Continuing Ed Electrical License-McDowell
174231	Sunde School Electrical Training Inc	101-43121-430-44390	41.67	Continuing Ed Electrical License-O'Rourke
174231	Sunde School Electrical Training Inc	101-45200-450-44390	41.66	Continuing Ed Electrical License-Tusa
174231	Sunde School Electrical Training Inc	101-45200-450-44390	41.66	Continuing Ed Electrical License-Valentyn
174231	Sunde School Electrical Training Inc	101-45200-450-44390	41.67	Continuing Ed Electrical License-Walker
174231	Sunde School Electrical Training Inc	101-43126-430-44390	41.67	Continuing Ed Electrical License-Schmitz
174231	Sunde School Electrical Training Inc	101-45200-450-44390	41.67	Continuing Ed Electrical License-Heiderscheidt
174231	Sunde School Electrical Training Inc	101-45200-450-44390	41.66	Continuing Ed Electrical License-Schirmer
174231	Sunde School Electrical Training Inc	601-49430-000-44390	41.67	Continuing Ed Electrical License-Valek
174231	Sunde School Electrical Training Inc	101-45200-450-44390	41.66	Continuing Ed Electrical License-Reuvers
174231	Sunde School Electrical Training Inc	240-46210-460-44390	41.67	Continuing Ed Electrical License-Peterson
174231	Sunde School Electrical Training Inc	101-43126-430-44390	41.67	Continuing Ed Electrical License-Pemrick
	Sunde School Electrical Training Inc		500.00	
0	Temple Electric Motor Service	101-45200-450-42210	134.50	Plow Motor Brushes
	Temple Electric Motor Service		134.50	
174232	Temple Troy	101-42110-420-43090	75.00	Drone Video - 2018 Dept Photo
	Temple Troy		75.00	
174233	Tifco Industries Inc	101-43126-430-42110	175.14	Shop Stock Supplies - Unions & Wire Ends
	Tifco Industries Inc		175.14	
174234	Turek Darrell R	101-43125-430-43090	1,586.00	Snow Hauling
	Turek Darrell R		1,586.00	
174235	Ultimate Safety Concepts Inc	101-42220-420-42410	1,363.34	5" x 100' Fire Hose
174235	Ultimate Safety Concepts Inc	101-42220-420-42410	241.80	Speaker Head Harness

Check Numb	Last Name	Acct 1	Amount	Description
	Ultimate Safety Concepts Inc		1,605.14	
174236	US Bank Equipment Finance	101-42400-420-44160	95.73	Copier Lease
	US Bank Equipment Finance		95.73	
0	Utility Consultants Inc	602-49480-000-43090	608.12	Lab Testing
0	Utility Consultants Inc	601-49430-000-43090	564.00	Monthly Coliform Test And Water Analysis
	Utility Consultants Inc		1,172.12	
174237	Verified Credentials Inc	101-42123-420-43090	40.00	Employment Background Screenings
	Verified Credentials Inc		40.00	
174132	Verizon Wireless	602-49450-000-43210	82.44	Cell Phone Service - Sewer Collection
174132	Verizon Wireless	902-00000-000-23935	-3,037.33	Monthly Phone Bill-Feb
174132	Verizon Wireless	101-42210-420-43210	82.44	Cell Phone Service - Fire Administration
174132	Verizon Wireless	101-42700-420-43210	206.10	Cell Phone Service - Special Services
174132	Verizon Wireless	101-43190-430-43210	41.22	Cell Phone Service - Engineering
174132	Verizon Wireless	101-42123-420-43210	989.78	Cell Phone Service - Patrol
174132	Verizon Wireless	101-41940-410-43210	82.44	Cell Phone Service - Building Maintenance
174132	Verizon Wireless	101-42220-420-43210	151.94	Cell Phone Service - Fire Suppression
174132	Verizon Wireless	101-45500-450-43210	24.14	Cell Phone Service - Library
174132	Verizon Wireless	101-42400-420-43210	203.68	Cell Phone Service - Building Codes
174132	Verizon Wireless	601-49430-000-43210	164.88	Cell Phone Service - Water Distribution
174132	Verizon Wireless	240-46210-460-43210	65.36	Cell Phone Service - Community Development
174132	Verizon Wireless	101-41510-410-43210	82.44	Cell Phone Service - Finance
174132	Verizon Wireless	101-41580-410-43210	41.22	Cell Phone Service - IT
174132	Verizon Wireless	101-42121-420-43210	330.51	Cell Phone Service - Investigations
174132	Verizon Wireless	101-43110-430-43210	41.22	Cell Phone Service - PW Admin
174132	Verizon Wireless	603-49500-000-43210	41.22	Cell Phone Service - Storm Water Utility
174132	Verizon Wireless	101-45110-450-43210	241.42	Cell Phone Service - Parks & Rec
174132	Verizon Wireless	101-42110-420-43210	164.88	Cell Phone Service - Police Administration
174132	Verizon Wireless	902-00000-000-23935	3,037.33	Monthly Phone Bill-Feb
	Verizon Wireless		3,037.33	
0	Virg's Appliance Service Inc	241-46330-461-44010	85.00	1812 Shumway Refrigerator Handle Repair
0	Virg's Appliance Service Inc	241-46330-461-42110	102.00	1812 Shumway Refrigerator Handle Kit

Check Numb	Last Name	Acct 1	Amount	Description
	Virg's Appliance Service Inc		187.00	
174238	Wal-Mart	101-42220-420-42110	9.76	Mouse Pads
	Wal-Mart		9.76	
174239	Water Conservation Service Inc	601-49430-000-43090	1,048.28	Leak Detection Watermain Breaks 12th Ave SE and 6th St SW
	Water Conservation Service Inc		1,048.28	
174240	Xcel Energy	101-43160-430-43810	-12.93	1990A Lyndale Ave N Solar Energy Credit Greater Than Bill
174240	Xcel Energy	101-45200-450-43810	16.33	1800 Alexander Dr
	Xcel Energy		3.40	
			1,364,592.54	



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Paul J. Peanasky, Parks and Recreation Director
MEETING DATE: March 8, 2022
SUBJECT: Resolution 2022-051 Accept Donation to Parks and Recreation Department

Background:

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

This is a request to accept a \$1,500 donation to the Tommy Allen Scholarship Fund from Corky's Earlybird Softball Tournament.

Recommendation:

Approve Resolution 2022-051 Accept Donation to the Parks and Recreation Department in the amount of \$1,500.00.

Attachments:

1. 2022-051 Accept Donation to Parks and Recreation Department

CITY OF FARIBAULT

RESOLUTION #2022-051

ACCEPT DONATION TO PARKS AND RECREATION DEPARTMENT

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

WHEREAS, Faribault Parks and Recreation Department received a \$1,500.00 donation for the Tommy Allen Scholarship Fund from Corky's Earlybird Softball Tournament.

NOW, THEREFORE BE IT RESOLVED, that the Faribault City Council authorizes Faribault Parks and Recreation Department to accept the donation of \$1,500.00 for the Tommy Allen Scholarship Fund.

Date Adopted: March 8, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: March 8, 2022
SUBJECT: Approve LG230 Application to Conduct Off-Site Gambling for Faribault Rotary Youth Services, Inc.

Background:

City Staff recieved an LG230 Application to Conduct Off-Site Gambling from the Faribault Rotary Youth Services, Inc. at The Inn at Shattuck-St. Mary's on June 29, 2022.

Recommendation:

Approve LG230 Applicaiton

Attachments:

1. Faribault Rotary Youth Services Inc

LG230 Application to Conduct Off-Site Gambling**No Fee****ORGANIZATION INFORMATION**Organization Name: Faribault Rotary Youth Services, Inc. License Number: [REDACTED]Address: 407 NW 1st Ave City: Faribault, MN Zip: 55021Chief Executive Officer (CEO) Name: Chad Koepke Daytime Phone: [REDACTED]Gambling Manager Name: Brenda DeMars Daytime Phone: [REDACTED]**GAMBLING ACTIVITY**

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 6 / 29 / 22 to 6 / 29 / 22

Check the type of games that will be conducted:



Raffle



Pull-Tabs



Bingo



Tipboards



Paddlewheel

GAMBLING PREMISESName of location where gambling activity will be conducted: The Inn @ Shattuck-St. Mary'sStreet address and
City (or township): 1000 Shumway Ave, Faribault, MN 55021 Zip: 55021 County: Rice

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

**Yes** If yes, a lease is not required.**No** If no, the lease agreement below must be completed, and signed by the lessor.**LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)**Rent to be paid for the leased area: \$ 0 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature: Rachel Markman Date: 06/23/2022Print Lessor's Name: Rachel Markman**CONTINUE TO PAGE 2**



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: March 8, 2022
SUBJECT: Resolution 2022-053 Approve New Massage Therapist License

Background:

City Staff received an application for a Massage Therapist License from Sarah Burt. Ms. Burt paid all required fees and a background check has been completed by the Police Department.

Recommendation:

Approve Resolution 2022-053 Approve New Massage Therapist License

Attachments:

1. Resolution 2022-053 Approve Massage Therapist License

CITY OF FARIBAULT

RESOLUTION #2022-053

APPROVE MASSAGE THERAPIST LICENSE

WHEREAS, Sarah Burt has presented an application to the City of Faribault for a Massage Therapist License; and

WHEREAS, the above named has paid the proper fees and provided the required documentation; and

WHEREAS, the Police Department has completed the required background investigation;

NOW, THEREFORE BE IT RESOLVED, that the above-named applicant be granted a Massage Therapist license with the City of Faribault for the term of March 9, 2022 to January 31, 2023.

Date Adopted: March 8, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Kevin M. Bushard, Deputy City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: March 8, 2022
SUBJECT: Approve LG240B Application to Conduct Excluded Bingo for Faribault Community Festivals

Background:

City Staff received an LG240B Application to Conduct Excluded Bingo from Faribault Community Festivals. Bingo will be held June 15-18, 2022 at Central Park during the Heritage Day's Celebration.

Recommendation:

Approve LG240B Application

Attachments:

1. Heritage Days Bingo Application

LG240B Application to Conduct Excluded Bingo

No Fee

11/17
Page 1 of 2

ORGANIZATION INFORMATION

Organization Name: Faribault Community Festivals

Previous Gambling Permit Number: _____

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 530 Wilson AvenueCity: Faribault State: MN Zip: 55021 County: RiceName of Chief Executive Officer (CEO): Travis McColleyCEO Daytime Phone: 507-4129488

CEO Email: _____

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

Email permit to (if other than the CEO): ppeanasky@ci.faribault.mn.us

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐

Fraternal

☐

Religious

☐

Veterans

☒

Other Nonprofit Organization

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

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

☒**Current calendar year Certificate of Good Standing**

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

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

Secretary of State website, phone numbers:

www.sos.state.mn.us

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

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

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

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

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

EXCLUDED BINGO ACTIVITY

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

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

The proposed bingo event will be:

☐

one of four or fewer bingo events held this year. Dates: _____

-OR-

☒

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

☐

county fair

Dates: _____

☒

civic celebration

Dates: June 15-18, 2022☐

Minnesota State Fair

Dates: _____

Person in charge of bingo event: Paul PeanaskyDaytime Phone: 507-334-2064Name of premises where bingo will be conducted: Central ParkPremises street address: 510 NW 2nd Ave.City: Faribault If township, township name: _____ County: Rice



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Manager
MEETING DATE: March 8, 2022
SUBJECT: Resolution 2022-056 Approve Hiring of Library Receptionist

Background:

Due to retirement, there is a need to fill a Library Receptionist position with the City. Applications were accepted from January 14, 2022 to February 11, 2022.

Thirty applications were received and reviewed for this position. From that review, three applicants were interviewed. The interview panel consisted of Allyn McColley, Librarian, Deni Buendorf, Librarian and Delane James, Library Director. The panel chose David Gulland as the candidate for recommendation for hire.

Resolution 2022-056 recommends David Gulland be offered the position of Library Receptionist. This is a union position within the Local 70 CBA, Grade B, Step 1. He will begin his new position on March 7, 2022.

Recommendation:

Approve Resolution 2022-056, approving the hiring of David Gulland as Library Receptionist

Attachments:

1. 2022-056 Approve Hiring of Library Receptionist

CITY OF FARIBAULT

RESOLUTION #2022-056

APPROVE HIRING OF LIBRARY RECEPTIONIST

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

WHEREAS, the City has advertised and interviewed for the Library Receptionist position with the City; and

WHEREAS, the City Council desires to fill the vacant Library Receptionist position.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that David Gulland shall be extended an offer of employment to fill the vacant Library Receptionist position.

Date Adopted: March 8, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Kevin M. Bushard, Deputy City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Manager
MEETING DATE: March 8, 2022
SUBJECT: Resolution 2022-057 Approve Hiring of GIS Coordinator

Background:

Due to resignation, there is a need to fill a GIS Coordinator position for the City. Applications were accepted from January 14, 2022 to February 4, 2022.

Eleven applications were received and reviewed for the GIS Coordinator position. Four applicants were selected for interviews. The interview panel consisted of Dale Drentlaw, Engineering Tech III, Mark Duchene, Director of Engineering, and Kevin Bushard, Human Resources Manager. From those interviews, David Johnson was selected for recommendation to hire.

Resolution 2022-057 recommends the approval of hiring David Johnson as GIS Coordinator. David would be hired at Grade K, Step 5, with an anticipated hire date of April 5, 2022. This position is a Non-Union position.

Recommendation:

Approve Resolution 2022-057 Approve Hiring of GIS Coordinator

Attachments:

1. 2022-057 Approve Hiring of GIS Coordinator

CITY OF FARIBAULT

RESOLUTION #2022-057

APPROVE HIRING OF GIS COORDINATOR

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

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

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

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

Date Adopted: March 8, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Kevin M. Bushard, Deputy City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: March 8, 2022
SUBJECT: Approve Preliminary Development Agreement with Hamilton Real Estate Group

Background:

The City Council discussed in a closed session on February 8, 2022, the potential sale of a portion of the City-owned land south of the Hwy 60 viaduct, to Mac Hamilton and his development entity, the Hamilton Real Estate Group. The Hamilton Real Estate Group (Developer) propose building a 74 unit market-rate apartment building on a portion of the property. Based on that discussion and direction provided by the Council, Staff worked with legal counsel to prepare a Preliminary Development Agreement. The intent of the Preliminary Development Agreement is to:

- Document the proposed development of a 74-unit market-rate apartment on the NW corner of the City-owned land (Parcel A).
- Provide a window of time whereas the Developer will be the sole developer that the City will work with, through all planning, zoning, land use, and business subsidy request and approvals (one-year).
- Identify the willingness of both parties to continue discussions and negotiations regarding the overall development, leading to the execution in the future of a mutually-satisfactory Purchase and Development Agreement and a Contract for Private Development.
- Permit the Developer to conduct due diligence review of the development property.
- Acknowledge that additional and separate actions will be required.

Upon approval and execution of the Preliminary Development Agreement, the Developer intends to immediately move forward with site design, engineering, and financing - moving towards the start of construction later in 2022.

Recommendation:

Approve and execute the Preliminary Development Agreement with the Hamilton Real Estate Group for development on City-owned land.

Attachments:

1. Draft Preliminary Development Agreement with Hamilton Real Estate Group

PRELIMINARY DEVELOPMENT AGREEMENT

THIS AGREEMENT (the “Agreement”), made and entered into as of this ____ day of March, 2022, (the “Effective Date”) by and between the City of Faribault, a Minnesota municipal corporation (the “City”) and (Hamilton Real Estate Group), a _____, (the “Developer”) or its assigns:

WITNESSETH:

WHEREAS, the City owns certain real property, which is located in Rice County, Minnesota, legally described on Exhibit A attached hereto and hereby made a part hereof, together with all rights, title and interest appurtenant thereto (the “Real Property”); and

WHEREAS, the City desires to promote development of the Real Property; and

WHEREAS, Developer intends to purchase portions of the Real Property from the City and to develop a project on the Real Property (the “Development Property”); and

WHEREAS, Developer, or a special purpose entity to be formed by the Developer for the purpose of completing this project, has submitted or is in the process of submitting an updated proposal for development of an approximately 74 unit market-rate apartment building (subject to Section 10 of this Agreement) on the Development Property (the “Development”), which pro forma proposal is attached hereto as Exhibit C and incorporated herein; and

WHEREAS, the City desires that the Development shall be completed in its entirety by the end of 2023; and

WHEREAS, the City and Developer are interested in discussing and further planning for the Developer’s proposal for the Development; and

WHEREAS, the Developer has indicated that it will seek business subsidy assistance or financial incentives from the City to make the Development feasible; and

WHEREAS, the City will need to determine if various studies, as may be determined to be reasonably necessary, should be conducted, including without limitation an environmental impact or related study, an infrastructure feasibility study, an economic impact study, a traffic study, and any other studies which are either required by law or deemed appropriate by the City; and

WHEREAS, the City will continue to discuss and negotiate with the Developer regarding the overall development of the Development Property; and

WHEREAS, the City is willing to discuss with the Developer any public subsidies which may be available for the Development, however, nothing herein shall be interpreted as an approval or guarantee of any future public financial assistance, including but not limited to tax increment financing, tax abatement, business subsidies, or any other public assistance authorized by law; and

WHEREAS, various ordinance, land use, zoning, and subdivision issues and actions related to the Development and the Development Property are required to be approved by the City in order to facilitate the Development by the Developer; and

WHEREAS, the City agrees to cooperate with the Developer to review and to assist the Developer, where deemed appropriate by the City, with obtaining various ordinance, land use, zoning, and subdivision approvals and actions related to the Development and the Development Property in order to facilitate the Development by the Developer, provided that nothing herein shall be interpreted as an approval or guarantee of any future land use, zoning, or other required City approvals; and

WHEREAS, the City is willing to consider and the Developer is desirous to undertake the Development if (i) a satisfactory agreement can be reached regarding the City's commitment for public costs, if any, necessary for the Development; (ii) satisfactory mortgage and equity financing, or adequate cash resources for the Development can be secured by Developer; and (iii) the feasibility and soundness of the Development and other necessary preconditions have been determined to the satisfaction of the parties.

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

1. Future Negotiations.

The parties agree to continue negotiations pursuant to the terms of this Agreement in an attempt to formulate a definitive plan for the Development and for a Purchase and Development Agreement and a Contract for Private Development based on the following:

(a) Developer's proposal, which shows the scope of the proposed Development in its latest form as of the date of this Agreement, together with any changes or modifications required by the City;

(b) Mutually-satisfactory (i) Purchase and Development Agreement, (ii) Contract for Private Development, and (iii) other agreements or contracts to be negotiated and agreed upon in accordance with negotiations contemplated by this Agreement;

(c) Mutually satisfactory terms for the Development that may be required for the Development (e.g. access and utility easements, allocation of infrastructure costs, etc.); and

(d) Other terms and conditions of this Agreement.

2. Statement of Intent.

Although not conclusive or binding on either party, it is the intention of the parties that this Agreement: (a) documents the present understanding and commitments of the parties; and (b) will lead to the negotiation and execution of mutually-satisfactory Purchase and Development Agreement and a Contract for Private Development prior to the termination date of this Agreement. The Purchase and Development Agreement and the Contract for Private Development (together with any other agreements entered into between the parties hereto contemporaneously therewith) will supersede all obligations of the parties hereunder.

3. Term; Duties.

(a) During the term of this Agreement, the City agrees to:

(i) Proceed to seek all necessary information with regard to the anticipated public costs, if any, associated with the Development; and

(ii) Permit Developer to conduct due diligence review of the Development Property including without limitation: title, survey, environmental (Phase I & Phase II reports), soils, and market studies; and

(iii) Should negotiations be successful, enter into a Purchase and Development Agreement and a Contract for Private Development that is satisfactory to the City in its sole discretion, with the Developer for the Development.

(b) During the term of this Agreement, the Developer agrees to:

(i) Develop and submit its detailed proposal, including the plans and specifications, for purchase and development of the Development Property;

(ii) Conduct a due diligence review of the Development Property, including without limitation: title, survey, environmental (Phase I & Phase II reports), soils, and market studies, which must be acceptable to the Developer in its sole discretion as determined necessary by the Developer beyond what the City has performed or is currently in the process of performing. The City will make available to the Developer any title, survey, and environmental, soils, and market studies in its possession. Developer shall be responsible for all costs for such due diligence review related to the Development Property and shall indemnify the City pursuant to Section 18 of this Agreement for any activities undertaken regarding the Development Property;

(iii) Obtain approval by the City (including its Engineer, Planning and Inspection Department, and any other governing authority) of the site plan, exterior elevations and finishes, and zoning and subdivision approvals;

(iv) Obtain any other necessary governmental approval from any governing authority;

(v) Obtain financing on terms acceptable to Developer, including but not limited to public subsidies (such as pay-as-you-go TIF in a mutually agreeable amount), private loans, tax credits, or equity investment(s); and

(vi) Should negotiations be successful, enter into a Purchase and Development Agreement and a Contract for Private Development with the City for the Development.

4. Business Subsidies; TIF.

(a) The City understands that the Developer may be seeking business subsidy assistance from the City. During the term of this Agreement, Developer shall:

(i) Submit to the City a design proposal to be reviewed by the City showing the location, size, and nature of the proposed Development, including layouts, renderings, elevations, and other graphic or written explanations of the Development. The design proposal shall be accompanied by a proposed schedule for the starting and completion of the Development;

(ii) Submit an over-all cost estimate for the design and construction of the Development;

(iii) Submit a time schedule for the Development;

(iv) Undertake and obtain such other preliminary economic feasibility studies, income and expense projections, and such other economic information as Developer may desire to further confirm the economic feasibility and soundness of the Development;

(v) Submit to the City the Developer's financing plan showing that the proposed Development is financially feasible;

(vi) Furnish satisfactory financial data to the City evidencing Developer's ability to undertake the Development; and

(vii) Furnish information in its possession and assist the City with obtaining all available business subsidy assistance which the City may deem appropriate.

(b) Developer understands that the Tax Increment Financing sought for the proposed Development must be obtained as outlined by law.

5. Feasibility.

It is expressly understood that execution and implementation of any Purchase and Development Agreement and Contract for Private Development (together with any other agreements entered into between the parties hereto contemporaneously therewith) shall be subject to:

(a) A determination by the City in its sole discretion that its undertakings are feasible based on (i) satisfaction of City Code requirements; (ii) the purposes and objectives of any development plan created or proposed for the Development; (iii) the Studies, if any; and (iv) the best interests of the City.

(b) A determination by Developer that the Development is feasible and in the best interests of Developer.

6. Effective Date; Expiration.

This Agreement is effective from the Effective Date until one (1) year after the Effective Date. After such date, neither party shall have any obligation hereunder except as expressly set forth to the contrary herein.

7. Costs; Escrow.

Developer shall be solely responsible for all costs incurred by Developer. In addition, upon the Developer's submission of applications for the Development, the Developer shall provide the City with applicable non-refundable application fees and escrows for the City's evaluation of the Developer's Development proposal which shall be determined at the time of submission of such applications.

8. Termination.

This Agreement may be terminated if Developer ceases to negotiate in good faith with the City, and such failure to negotiate in good faith is not cured after 30 days written notice of such failure by City to Developer.

9. Sole Developer.

The Developer is designated as sole developer and shall have exclusive rights of the Development of the Property for a period on one (1) year from the Effective Date (the "Term"). The City agrees not to market the Property or to make, accept, negotiate, or otherwise pursue any other offers for sale or purchase of the Development Property until the Term of this Agreement expires or the Agreement is terminated pursuant to Section 8 herein.

For purposes of negotiation clarity, the Developer, or its assign designates Mac Hamilton as the point person and main contact for purposes of the Developer's activities and negotiation regarding the Development.

10. Proposed Development -- Apartments.

Notwithstanding anything herein to the contrary, the City acknowledges that the number of apartment units for the Development have not been finally determined by the Developer and that the number is estimated to be 74 units. Developer, or a special purpose entity to be formed by the Developer for the purpose of completing the Development, has submitted or is in the process of submitting an updated proposal for development of an approximately 74 unit market rate apartment building on the Development Property, which proposal is attached hereto as Exhibit C and incorporated herein.

11. Severability.

If any portion of this Agreement is held invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portion of the Agreement.

12. Breach; Waiver.

In the event any covenant contained in this Agreement should be breached by one party and subsequently waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous, or subsequent breach.

13. Notice.

Notice or demand or other communication between or among the parties shall be sufficiently given if sent by mail, postage prepaid, return receipt requested or delivered personally:

(a) As to City: City of Faribault
208 1st Avenue NW
Faribault, MN 55021
ATTN: Deanna Kuennen

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

(b) As to Developer: Hamilton Real Estate Group
4057 28th St NW, Suite 200
Rochester, MN 55901
ATTN: Mac Hamilton

14. Counterparts.

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

15. Governing Law.

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

16. Additional Actions.

The parties hereto understand that additional and separate actions, for which no obligation is created hereunder, will be required before either the City or Developer is obligated to take various actions with respect to the Development. Those actions include, but are not limited to:

(a) Zoning, comprehensive plan, and subdivision approvals for any land use or development proposed by Developer; and

(b) Review of any Tax Increment Financing arrangement, or other business subsidy, as required by law.

17. Incorporation.

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

18. Indemnification. The Developer hereby agrees to protect, defend and hold the City and its officers, elected and appointed officials, employees, administrators, commissioners, agents, and representatives harmless from and indemnified against any and all loss, cost, fines, charges, damage and expenses, including, without limitation, reasonable attorneys' fees, consultants' and expert witness fees, and travel associated therewith, due to claims or demands of any kind whatsoever (including those based on strict liability) arising out of (i) the development, marketing, sale or leasing of all or any part of the Development Property, including, without limitation, any claims for any lien imposed by law for services, labor or materials furnished to or for the benefit of the Development Property, or (ii) any claim by the state of Minnesota or the Minnesota Pollution Control Agency or any other person pertaining to the violation of any permits, orders, decrees or demands made by said persons or with regard to the presence of any pollutant, contaminant or hazardous waste on the Development Property that occurs after the Developer purchases the Development Property; and (iii) or by reason of the execution of this Agreement or the performance of this Agreement. The Developer, and the Developer's successors or assigns, agree to protect, defend and save the City, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting engineering services, and other technical, administrative or professional assistance. This indemnity shall be continuing and shall survive the performance, termination or cancellation of this Agreement. Nothing in this Agreement shall be construed as a limitation of or waiver by City of any immunities, defenses, or other limitations on liability to which City is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

19. Release. The Developer, for itself, its attorneys, agents, employees, former employees, insurers, heirs, administrators, representatives, successors, and assigns, hereby releases and forever discharges the City, and its attorneys, agents, representatives, employees, former employees, insurers, heirs, executors and assigns of and from any and all past, present or future claims, demands, obligations, actions or causes of action, at law or in equity, whether arising by statute, common law or otherwise, and for all claims for damages, of whatever kind or nature, and for all claims for attorneys' fees, and costs and expenses, including but not limited to all claims of any kind arising out of the negotiation, City consideration, execution and performance of this Agreement between the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Developer has caused this Agreement to be duly executed in its name and behalf and the City has caused this Agreement to be duly executed in its name and behalf as of the day and year first above written.

DEVELOPER:

HAMILTON REAL ESTATE GROUP

By: _____
Mac Hamilton

Its: Chief Manager

CITY:

CITY OF FARIBAULT

By: _____
Kevin F. Voracek

Its: Mayor

By: _____
Timothy C. Murray

Its: City Administrator

EXHIBIT A

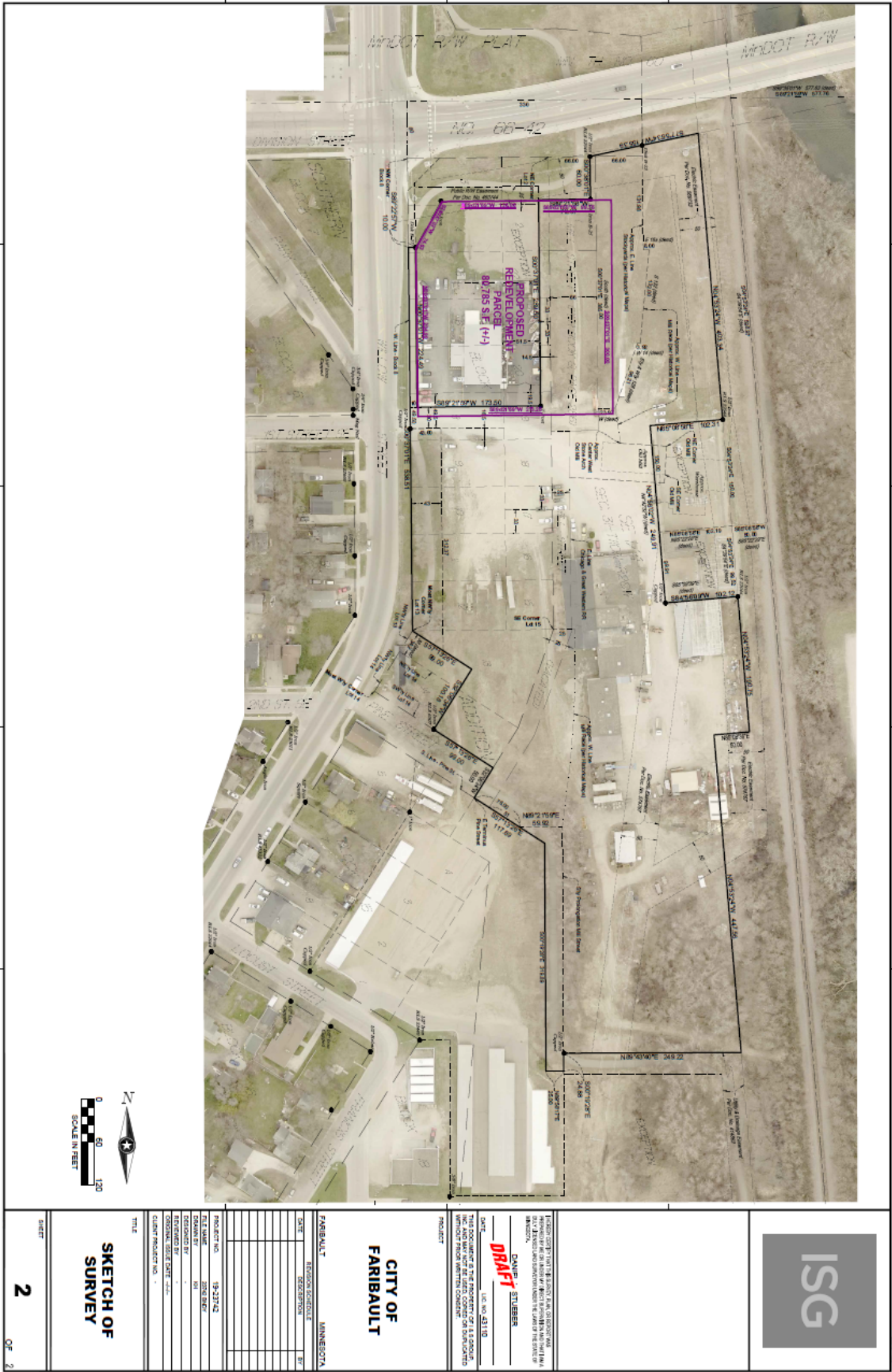
DESCRIPTION OF REAL PROPERTY

**(Proposed Project Address – _____, Faribault, MN
55021)**

[To Be Inserted]

EXHIBIT B
DESCRIPTION OF DEVELOPMENT PROPERTY

A portion of the following Property:



DRAFT STUDIES

DATE: 05/11/10
DRAWN BY: J. L. LEE
CHECKED BY: J. L. LEE
PROJECT: 05/11/10

**CITY OF
FARIBAULT**

FARIBAULT, MINNESOTA

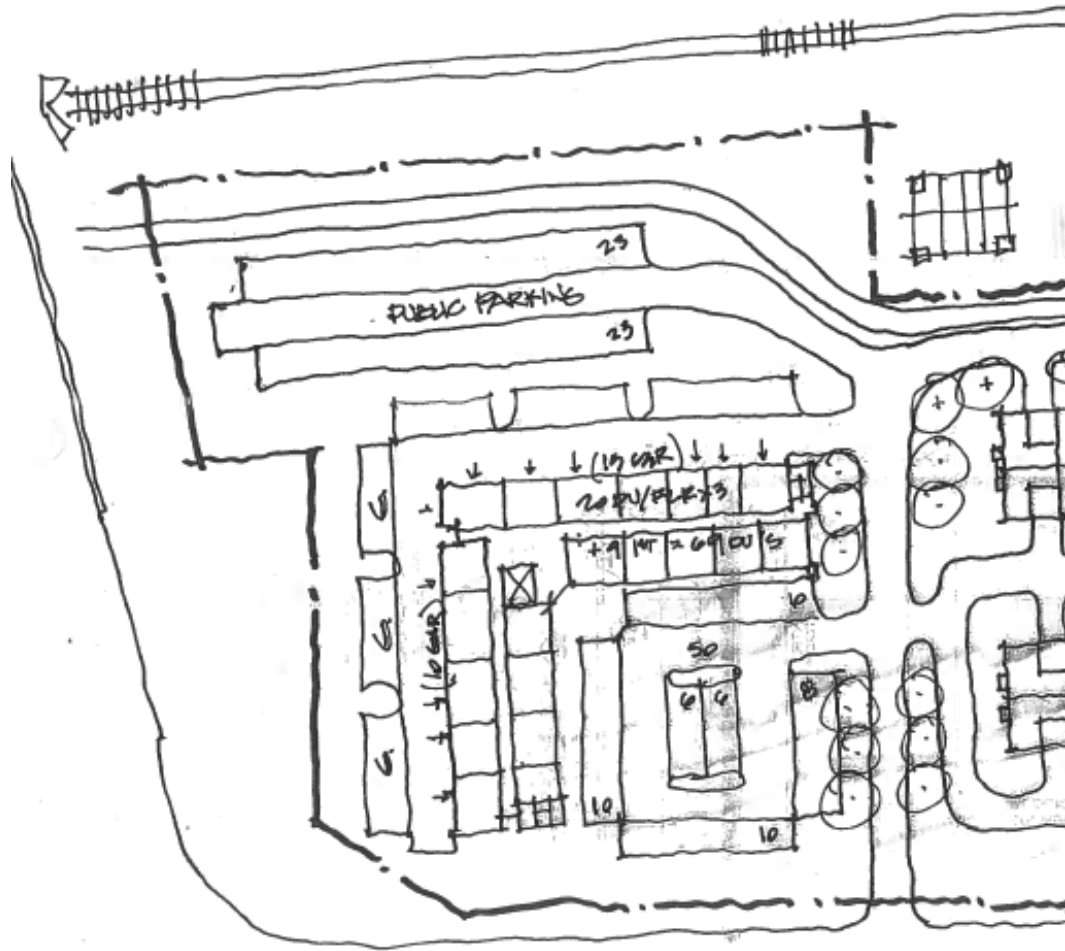
DATE	05/11/10
DRAWN BY	J. L. LEE
CHECKED BY	J. L. LEE
PROJECT	05/11/10

PROJECT NO.	19-21742
FILE NAME	19-21742
DESIGNED BY	J. L. LEE
REVIEWED BY	J. L. LEE
CLIENT PROJECT NO.	-

**SKETCH OF
SURVEY**

SHEET **2** OF 2

EXHIBIT C
DEVELOPMENT PROPOSAL





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: March 8, 2022
SUBJECT: Approve Preliminary Development Agreement with Aleph Holdings, LLC

Background:

At the City Council Work Session on February 15, 2022 - Chet Funk with Aleph Holdings, LLC presented a multi-family housing development proposal for the City-owned land at the corner of Willow/17th Street SW (1740 Willow Street - PID 18.07.2.00.001). Previously, the City Council had confirmed their willingness to consider multi-family housing development on this site, based on the need for additional housing in the community. Mr. Funk presented a multi-phased, multi-family housing development concept that includes approximately 200-250 market-rate apartments, site amenities within the buildings as well as extra green space, gardens, and parks, and garages and underground parking.

At the work session, the City Council supported the proposed development concept and directed Staff to prepare a preliminary development agreement. The attached draft Preliminary Development Agreement has been prepared by legal counsel and reviewed by Aleph Holdings, LLC. The purpose of the agreement is to:

- Document the proposed development concept of a 200-250 unit market-rate apartment development on city-owned land located at the corner of Willow/17th Street SW.
- Provide a window of time whereas the Developer will have exclusive rights to the property (one year), during which time the City will not market the property for sale or purchase to any other developer.
- Identify the willingness of both parties to continue discussions and negotiations regarding the overall development, leading to the execution in the future of a mutually-satisfactory Purchase and Development Agreement, Contract for Private Development, and any other agreements or contracts.

- Permit the Developer to conduct due diligence review of the development property.
- Acknowledge that additional and separate actions will be required related to planning, zoning, land use, and business subsidy requests and approvals.

Once execution of the preliminary development agreement, the Developer intends to immediately start due diligence, site engineering and design, and other project analysis. The goal will be to work through all necessary requests and approvals, aiming for construction to start in later 2022.

Recommendation:

Approve and execute the Preliminary Development Agreement with Aleph Holdings, LLC for development on City-owned land.

Attachments:

1. Draft Preliminary Development Agreement with Aleph Holdings LLC

PRELIMINARY DEVELOPMENT AGREEMENT

THIS AGREEMENT (the “Agreement”), made and entered into as of this ____ day of March, 2022, (the “Effective Date”) by and between the City of Faribault, a Minnesota municipal corporation (the “City”) and Aleph Holdings, LLC, a Minnesota limited liability company, dba Aleph Management (the “Developer”) or its assigns:

WITNESSETH:

WHEREAS, the City owns certain real property, which is located in Rice County, Minnesota, legally described on Exhibit A attached hereto and hereby made a part hereof, together with all rights, title and interest appurtenant thereto (the “Real Property”); and

WHEREAS, the City desires to promote development of the Real Property; and

WHEREAS, Developer intends to purchase the Real Property from the City and to develop a project on the Real Property (the “Development Property”); and

WHEREAS, Developer, or a special purpose entity to be formed by the Developer for the purpose of completing this project, has submitted or is in the process of submitting an updated proposal for the phased development of approximately 200-250 units of market-rate apartment building (subject to Section 10 of this Agreement) on the Development Property (the “Development”), which Development proposal is attached hereto as Exhibit B and incorporated herein; and

WHEREAS, the City desires that the Development shall be completed in its entirety by the end of 2025 with the exception of any unforeseen circumstances; and

WHEREAS, the City and Developer are interested in discussing and further planning for the Developer’s proposal for the Development; and

WHEREAS, the Developer has indicated that it will seek business subsidy assistance or financial incentives from the City to make the Development feasible; and

WHEREAS, the City will continue to discuss and negotiate with the Developer regarding the overall development of the Development Property; and

WHEREAS, the City is willing to discuss with the Developer any public subsidies which may be available for the Development, however, nothing herein shall be interpreted as an approval or guarantee of any future public financial assistance, including but not limited to tax increment financing, tax abatement, business subsidies, or any other public assistance authorized by law; and

WHEREAS, various ordinance, land use, zoning, and subdivision issues and actions related to the Development and the Development Property are required to be approved by the City in order to facilitate the Development by the Developer; and

WHEREAS, the City agrees to cooperate with the Developer to review and to assist the Developer, where deemed appropriate by the City, with obtaining various ordinance, land use, zoning, and subdivision approvals and actions related to the Development and the Development Property in order to facilitate the Development by the Developer, provided that nothing herein shall be interpreted as an approval or guarantee of any future land use, zoning, or other required City approvals; and

WHEREAS, the City is willing to consider and the Developer is desirous to undertake the Development if (i) a satisfactory agreement can be reached regarding the City's commitment for public costs, if any, necessary for the Development; (ii) satisfactory mortgage and equity financing, or adequate cash resources for the Development can be secured by Developer; and (iii) the feasibility and soundness of the Development and other necessary preconditions have been determined to the satisfaction of the parties.

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

1. Future Negotiations.

The parties agree to continue negotiations pursuant to the terms of this Agreement in an attempt to formulate a definitive plan for the Development and for a Purchase and Development Agreement and a Contract for Private Development based on the following:

(a) Developer's proposal, which shows the scope of the proposed Development in its latest form as of the date of this Agreement, together with any changes or modifications required by the City;

(b) Mutually-satisfactory (i) Purchase and Development Agreement, (ii) Contract for Private Development, and (iii) other agreements or contracts to be negotiated and agreed upon in accordance with negotiations contemplated by this Agreement;

(c) Mutually satisfactory terms for the Development that may be required for the Development (e.g. access and utility easements, allocation of infrastructure costs, etc.); and

(d) Other terms and conditions of this Agreement.

2. Statement of Intent.

Although not conclusive or binding on either party, it is the intention of the parties that this Agreement: (a) documents the present understanding and commitments of the parties; and (b) will lead to the negotiation and execution of mutually-satisfactory Purchase and Development Agreement and a Contract for Private Development prior to the termination date of this Agreement. The Purchase and Development Agreement and the Contract for Private Development (together with any other agreements entered into between the parties hereto contemporaneously therewith) will supersede all obligations of the parties hereunder.

3. Term; Duties.

(a) During the term of this Agreement, the City agrees to:

(i) Proceed to seek all necessary information with regard to the anticipated public costs, if any, associated with the Development; and

(ii) Permit Developer to conduct due diligence review of the Development Property including without limitation: title, survey, environmental (Phase I & Phase II reports), soils, and market studies; and

(iii) Should negotiations be successful, enter into a Purchase and Development Agreement and a Contract for Private Development that is satisfactory to the City in its sole discretion, with the Developer for the Development.

(b) During the term of this Agreement, the Developer agrees to:

(i) Develop and submit its detailed proposal, including the plans and specifications, for purchase and development of the Development Property;

(ii) Conduct a due diligence review of the Development Property, including without limitation: title, survey, environmental (Phase I & Phase II reports), soils, and market studies, which must be acceptable to the Developer in its sole discretion as determined necessary by the Developer beyond what the City has performed or is currently in the process of performing. The City will make available to the Developer any title, survey, and environmental, soils, and market studies in its possession. Developer shall be responsible for all costs for such due diligence review related to the Development Property and shall indemnify the City pursuant to Section 18 of this Agreement for any activities undertaken regarding the Development Property;

(iii) Obtain approval by the City (including its Engineer, Planning and Inspection Department, and any other governing authority) of the site plan, exterior elevations and finishes, and zoning and subdivision approvals;

(iv) Obtain any other necessary governmental approval from any governing authority;

(v) Obtain financing on terms acceptable to Developer, including but not limited to public subsidies (such as pay-as-you-go TIF in a mutually agreeable amount), private loans, tax credits, or equity investment(s); and

(vi) Should negotiations be successful, enter into a Purchase and Development Agreement and a Contract for Private Development with the City for the Development.

4. Business Subsidies; TIF.

(a) The City understands that the Developer may be seeking business subsidy assistance from the City. During the term of this Agreement, Developer shall:

(i) Submit to the City a design proposal to be reviewed by the City showing the location, size, and nature of the proposed Development, including layouts, renderings, elevations, and other graphic or written explanations of the Development. The design proposal shall be accompanied by a proposed schedule for the starting and completion of the Development;

(ii) Submit an over-all cost estimate for the design and construction of the Development;

(iii) Submit a time schedule for the Development;

(iv) Undertake and obtain such other preliminary economic feasibility studies, income and expense projections, and such other economic information as Developer may desire to further confirm the economic feasibility and soundness of the Development;

(v) Submit to the City the Developer's financing plan showing that the proposed Development is financially feasible;

(vi) Furnish satisfactory financial data to the City evidencing Developer's ability to undertake the Development; and

(vii) Furnish information in its possession and assist the City with obtaining all available business subsidy assistance which the City may deem appropriate.

(b) Developer understands that the Tax Increment Financing sought for the proposed Development must be obtained as outlined by law.

5. Feasibility.

It is expressly understood that execution and implementation of any Purchase and Development Agreement and Contract for Private Development (together with any other agreements entered into between the parties hereto contemporaneously therewith) shall be subject to:

(a) A determination by the City in its sole discretion that its undertakings are feasible based on (i) satisfaction of City Code requirements; (ii) the purposes and objectives of any development plan created or proposed for the Development; (iii) the Studies, if any; and (iv) the best interests of the City.

(b) A determination by Developer that the Development is feasible and in the best interests of Developer.

6. Effective Date; Expiration.

This Agreement is effective from the Effective Date until one (1) year after the Effective Date. After such date, neither party shall have any obligation hereunder except as expressly set forth to the contrary herein.

7. Costs; Escrow.

Developer shall be solely responsible for all costs incurred by Developer. In addition, upon the Developer's submission of applications for the Development, the Developer shall provide the City with applicable non-refundable application fees and escrows for the City's evaluation of the Developer's Development proposal which shall be determined at the time of submission of such applications.

8. Termination.

This Agreement may be terminated if Developer ceases to negotiate in good faith with the City, and such failure to negotiate in good faith is not cured after 30 days written notice of such failure by City to Developer.

9. Sole Developer.

The Developer is designated as sole developer and shall have exclusive rights of the Development of the Property for a period on one (1) year from the Effective Date (the "Term"). The City agrees not to market the Property or to make, accept, negotiate, or otherwise pursue any other offers for sale or purchase of the Development Property until the Term of this Agreement expires or the Agreement is terminated pursuant to Section 8 herein.

For purposes of negotiation clarity, the Developer, or its assign designates Chet Funk as the point person and main contact for purposes of the Developer's activities and negotiation regarding the Development.

10. Proposed Development.

Notwithstanding anything herein to the contrary, the City acknowledges that the number of apartment units for the Development have not been finally determined by the Developer and that the number is estimated to be 200-250 units to be built in multiple phases. Developer, or a special purpose entity to be formed by the Developer for the purpose of completing the Development, has submitted or is in the process of submitting an updated proposal for development of approximately 200-250 units of market rate apartments to be built in multiple phases on the Development Property, which Development proposal is attached hereto as Exhibit B and incorporated herein.

11. Severability.

If any portion of this Agreement is held invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portion of the Agreement.

12. Breach; Waiver.

In the event any covenant contained in this Agreement should be breached by one party and subsequently waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous, or subsequent breach.

13. Notice.

Notice or demand or other communication between or among the parties shall be sufficiently given if sent by mail, postage prepaid, return receipt requested or delivered personally:

(a) As to City: City of Faribault
208 1st Avenue NW
Faribault, MN 55021
ATTN: Deanna Kuennen

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

(b) As to Developer: Aleph Holdings, LLC, dba Aleph Management
3515 48th Avenue North
Brooklyn Center, MN 55429
ATTN: Chet Funk

14. Counterparts.

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

15. Governing Law.

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

16. Additional Actions.

The parties hereto understand that additional and separate actions, for which no obligation is created hereunder, will be required before either the City or Developer is obligated to take various actions with respect to the Development. Those actions include, but are not limited to:

(a) Zoning, comprehensive plan, and subdivision approvals for any land use or development proposed by Developer; and

(b) Review of any Tax Increment Financing arrangement, or other business subsidy, as required by law.

17. Incorporation.

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

18. Indemnification. The Developer hereby agrees to protect, defend and hold the City and its officers, elected and appointed officials, employees, administrators, commissioners, agents, and

representatives harmless from and indemnified against any and all loss, cost, fines, charges, damage and expenses, including, without limitation, reasonable attorneys' fees, consultants' and expert witness fees, and travel associated therewith, due to claims or demands of any kind whatsoever (including those based on strict liability) arising out of (i) the development, marketing, sale or leasing of all or any part of the Development Property, including, without limitation, any claims for any lien imposed by law for services, labor or materials furnished to or for the benefit of the Development Property, or (ii) any claim by the state of Minnesota or the Minnesota Pollution Control Agency or any other person pertaining to the violation of any permits, orders, decrees or demands made by said persons or with regard to the presence of any pollutant, contaminant or hazardous waste on the Development Property that occurs after the Developer purchases the Development Property; and (iii) or by reason of the execution of this Agreement or the performance of this Agreement. The Developer, and the Developer's successors or assigns, agree to protect, defend and save the City, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting engineering services, and other technical, administrative or professional assistance. This indemnity shall be continuing and shall survive the performance, termination or cancellation of this Agreement. Nothing in this Agreement shall be construed as a limitation of or waiver by City of any immunities, defenses, or other limitations on liability to which City is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

19. Release. The Developer, for itself, its attorneys, agents, employees, former employees, insurers, heirs, administrators, representatives, successors, and assigns, hereby releases and forever discharges the City, and its attorneys, agents, representatives, employees, former employees, insurers, heirs, executors and assigns of and from any and all past, present or future claims, demands, obligations, actions or causes of action, at law or in equity, whether arising by statute, common law or otherwise, and for all claims for damages, of whatever kind or nature, and for all claims for attorneys' fees, and costs and expenses, including but not limited to all claims of any kind arising out of the negotiation, City consideration, execution and performance of this Agreement between the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Developer has caused this Agreement to be duly executed in its name and behalf and the City has caused this Agreement to be duly executed in its name and behalf as of the day and year first above written.

DEVELOPER:

ALEPH HOLDINGS, LLC, A MINNESOTA LIMITED
LIABILITY COMPANY, DBA ALEPH MANAGEMENT

By: _____
Chet Funk
Its: Chief Manager

CITY:

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Its: Mayor

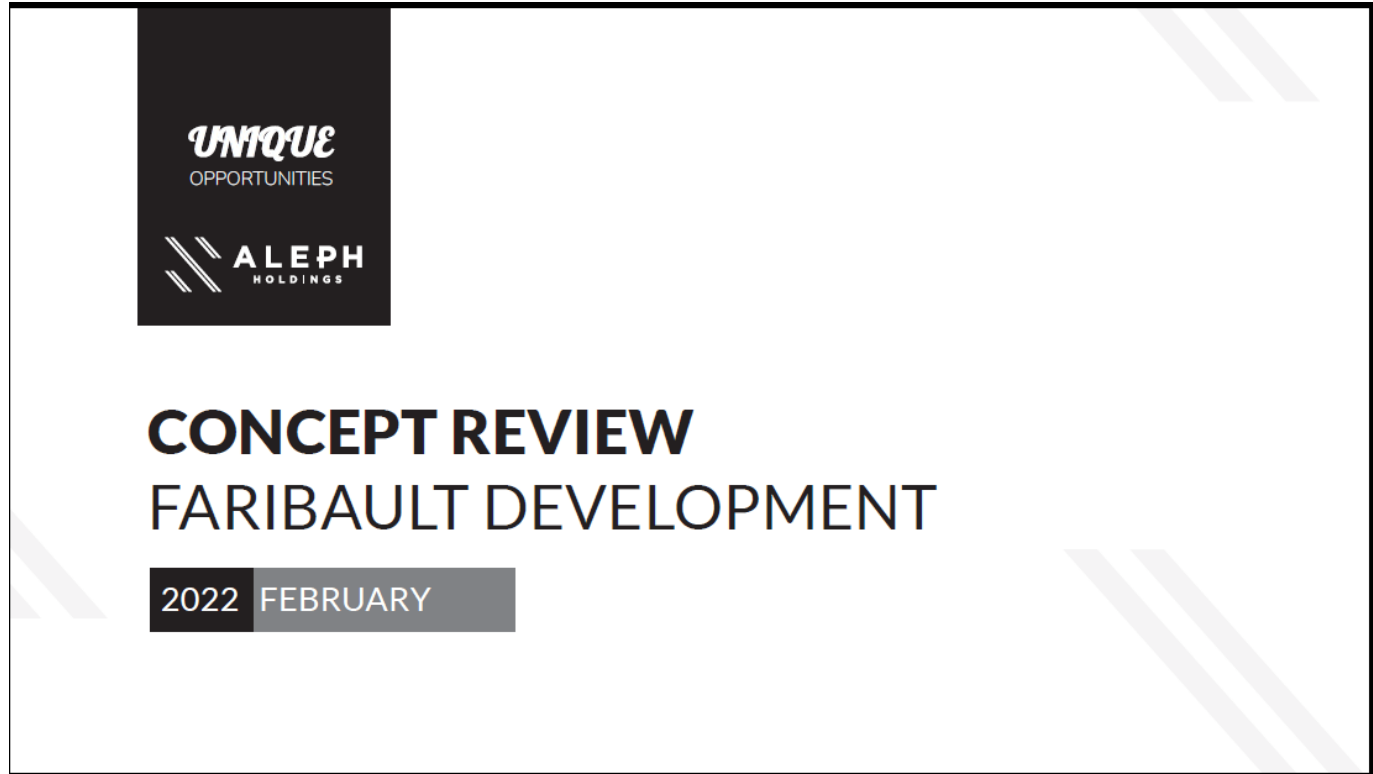
By: _____
Kevin M. Bushard
Its: Deputy City Administrator

EXHIBIT A

DESCRIPTION OF REAL PROPERTY/DEVELOPMENT PROPERTY

The East 720.00 feet of the North Quarter (N 1/4) of the Northwest Quarter (NW 1/4) of Section 7, Township 109, Range 20, Rice County, Minnesota, together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: None.

EXHIBIT B
DEVELOPMENT PROPOSAL





THE SITE

ALEPHHOLDINGS



/ 2 /



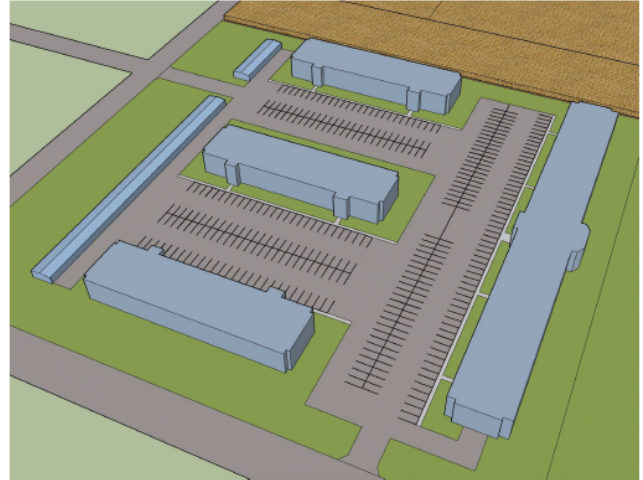
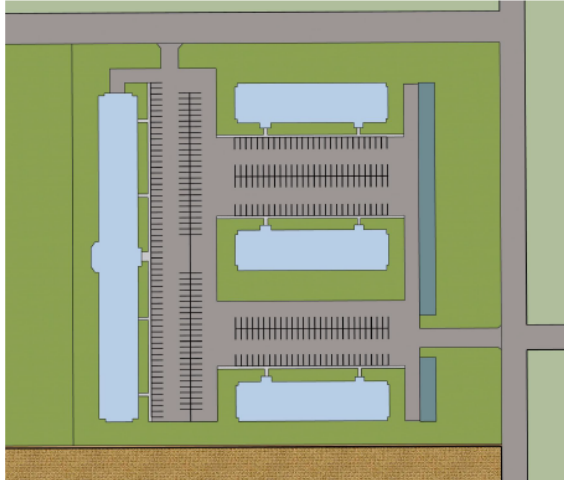
THE SITE

ALEPHHOLDINGS



/ 3 /

APPROXIMATELY 200-250 UNITS



ALEPHHOLDINGS

/ 4 /

SITE AMENITIES

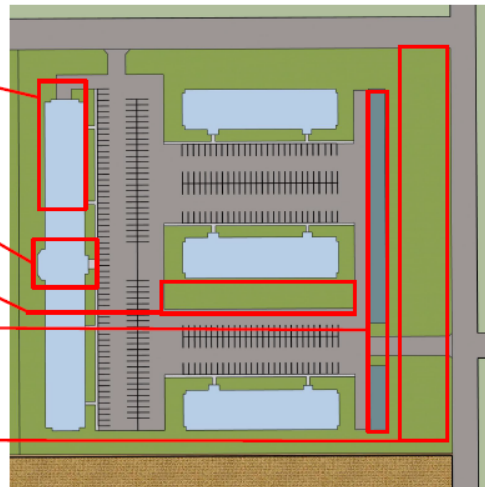
HEATED UNDERGROUND PARKING

OVERSIZED SHARED AMENITIES

CENTER GREEN SPACE / PARK AREA

30+ EXTERIOR GARAGE STALLS

180 FT+ SET BACK WITH PARK AND GARDEN SPACES ALONG EAST SIDE



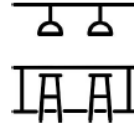
ALEPHHOLDINGS

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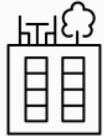
STANDARD BUILDING AMENITIES



EXTENDED LOBBY
AND LOUNGE AREA



PARTY ROOM
AND LOUNGE AREA



ROOF TOP DECKS
+ FIREPLACE



EXERCISE EQUIPMENT
AND FACILITIES



PRIVATE DECK AREA
IN ALMOST EVERY UNIT



DOG PARK AND
RUNNING AREAS

ALEPH HOLDINGS

161

STANDARD BUILDING DESIGN



ALEPH HOLDINGS

171



EXTERIOR FINISH LEVELS

ALEPH HOLDINGS



UPGRADED FINISHES

ALEPH HOLDINGS



191



UPGRADED FINISHES

ALEPH HOLDINGS



/ 10 /



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: March 8, 2022
SUBJECT: Resolution 2022-058 Relating to the Termination of Tax Increment District No. 8 (River Ridge) and Directing Decertification Thereof by the County Auditor

Background:

In 2000, the City of Faribault created Tax Increment Financing District No. 8 (River Ridge) to support the redevelopment of the block where Heritage Bluff Apartments is located. The project was constructed, the Tax Increment Revenue Note was issued, the Tax Increment Revenue Note has been paid in full per the TIF agreement, and there are no additional obligations payable from the district.

To decertify the Tax Increment Financing District early, the City must pass a resolution stating that the district is terminated as of December 31, 2021 per the TIF Agreement, and forward the resolution to the County Auditor with instructions to decertify the district and redistribute taxes collected after December 31, 2021 to the taxing jurisdictions within the District.

Recommendation:

Approve Resolution 2022-058 to decertify Tax Increment Finance District 8 (River Ridge)

Attachments:

1. Res 2022-058 Terminating TIF No. 8 and Directing Decertification by the County Auditor
2. Development Assistance Agreement (Faribault SRC Partners LLC Signed)

CITY OF FARIBAULT

RESOLUTION #2022-058

RESOLUTION RELATING TO THE TERMINATION OF TAX INCREMENT DISTRICT NO. 8 (RIVER RIDGE) AND DIRECTING DECERTIFICATION THEREOF BY THE COUNTY AUDITOR

WHEREAS, by adoption of a resolution on September 26, 2000, the City of Faribault, Minnesota (the "City") has heretofore created Tax Increment Financing District No. 8 (River Ridge) (the "District"), and has approved a Tax Increment Financing Plan (the "TIF Plan") for the District via Resolution 2000-161; and

WHEREAS, pursuant to the TIF Plan, the City entered into a development assistance agreement with Faribault SRC Partners, LLC (the "Developer"), pursuant to which the Developer constructed Heritage Bluff Apartments within the District (the "Project") and the City issued a Tax Increment Revenue Note (the "Note") to the Developer (which was subsequently assigned on July 9, 2014) to pay certain costs of the Project; and

WHEREAS, as of the date hereof, the Project has been completed, the Note has been paid in full or defeased, and there are no additional obligations payable from tax increment derived from the District; and therefore, the City has determined that the District must be decertified as required under Minnesota Statutes, Section 469.1763, subd. 4(b).

NOW, THEREFORE BE IT RESOLVED, by the City of Faribault, Minnesota that:

1. Tax Increment Financing District No. 8 (River Ridge) is hereby terminated as of December 31, 2021.
2. City staff is authorized and directed to transmit a copy of this Resolution to the County Auditor of Rice County with instructions to decertify the District, it being the intent of the City that any tax increment derived from the District and collected after December 31, 2021, should be redistributed by the County Auditor to the taxing jurisdictions within the District.

3. City staff is directed to return any remaining tax increment in the accounts established for the District to the County Auditor for distribution to the taxing jurisdictions within the District.

4. The Mayor, City Administrator, City Staff, and the City Attorney and consultants are authorized and directed to take whatever steps are necessary to give effect to this Resolution. The Authority is also directed to execute and deliver any and all documents necessary to give effect to this Resolution.

Date Adopted: March 8, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Kevin M. Bushard, Deputy City Administrator

DEVELOPMENT
ASSISTANCE AGREEMENT

By and Between

THE FARIBAULT ECONOMIC DEVELOPMENT AUTHORITY

And

FARIBAULT SRC PARTNERS, LLC,
a Minnesota Limited Liability Company

This document drafted by:

BRIGGS AND MORGAN (MLI)
Professional Association
2200 First National Bank Building
332 Minnesota Street
St. Paul, Minnesota 55101
Tel: (651) 808-6600
Fax: (651) 808-6450

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. Definitions	1
Section 1.1 Definitions	1
ARTICLE II. Recitals, Representations, Warranties and Covenants.....	4
Section 2.1 Recitals	4
Section 2.2 Representations, Warranties and Covenants by the Authority	4
Section 2.3 Representations, Warranties and Covenants by the Company	4
ARTICLE III. Completion of Improvements; Reimbursement of Certain Costs.....	6
Section 3.1 Completion of Improvements by the Company.....	6
Section 3.2 Reimbursement by Authority of Certain Costs	6
Section 3.3 Release and Indemnification Covenants.....	7
Section 3.4 Design Plans	8
Section 3.5 Public Infrastructure and River Walk	9
Section 3.6 Certificate of Completion	9
ARTICLE IV. Events of Default	10
Section 4.1 Events of Default Defined	10
Section 4.2 Remedies on Default.....	10
Section 4.3 No Remedy Exclusive	10
Section 4.4 No Additional Waiver Implied by One Waiver.....	11
ARTICLE V. Additional Provisions	12
Section 5.1 Titles of Articles and Sections.....	12
Section 5.2 Notices and Demands	12
Section 5.3 Counterparts.....	12
Section 5.4 Law Governing	12
ARTICLE VI. Termination of Agreement; Expiration; Limitation on Assignments.....	13
Section 6.1 The Authority's Option to Terminate.....	13
Section 6.2 Expiration	13
Section 6.3 Effect of Termination or Expiration	13
Section 6.4 No Third Party Beneficiaries	13
Section 6.5 Limitations on Transfer of Property and Assignment of Agreement.....	13
EXHIBIT A DESCRIPTION OF IMPROVEMENTS PARCEL	A-1
EXHIBIT B FORM OF TIF BOND	B-1
EXHIBIT C CERTIFICATE OF COMPLETION	C-1

DEVELOPMENT ASSISTANCE AGREEMENT

THIS AGREEMENT is dated as of November 20, 2003; is by and between the Faribault Economic Development Authority and Faribault SRC Partners, LLC, a Minnesota limited liability company; and provides as follows:

ARTICLE I.

Definitions

Section 1.1. Definitions. As used in this Agreement, the following terms have the following respective meanings:

"Administrative Expenses" means "administrative expenses," as defined in Section 469.174, Subdivision 14, of the TIF Act, at any time actually incurred by the Authority or the City with respect to the TIF District, subject to the 10% statutory maximum provided in Section 469.176, Subdivision 3, of the TIF Act.

"Agreement" means this Development Assistance Agreement, as the same may be amended.

"Authority" means the Faribault Economic Development Authority.

"Available Tax Increments" means, 90% of the Tax Increments (after subtracting therefrom the Administrative Expenses) generated only with respect to Tax Increments for taxes payable in the years 2006 through 2020, inclusive which shall be available to pay the Authority's obligations under the TIF Bond.

"Certificate of Completion" means the certificate in the form of the attached Exhibit C which is issuable by the Authority pursuant to Section 3.6 upon completion of the Improvements.

"City Agreements" means all current or future agreements between the Company and the City of Faribault and/or the Authority respecting the Improvements, the Public Infrastructure, the River Walk and possible acquisition and/or development rights of the Company of or in areas of the TIF District other than the Improvements Parcel.

"Company" means Faribault SRC Partners, LLC, a Minnesota limited liability company, or permitted successors or assigns.

"Design Plans" means a site plan showing the location of the Improvements, off-street parking and loading, public streets, alleys, curbs and sidewalks; exterior elevations for the Improvements; identification of the building materials and colors; floor plans, including building entrances, exits, atria, stairs and elevators; parking structure and other building elevations, points of access and egress, and a layout identifying the total number of spaces; basic project information indicating the number of stories in the building, building height, and square footage;

the architectural style, detailing and features of the Improvements, and such other requirements specified in Section 3.4.

"Development Costs" means, except as further or otherwise specified in and limited by Section 3.2(b), the costs paid by the Company to engineer, design and install all parking facilities on the Improvements Parcel (including all surface and underground or other structured parking).

"Event of Default" means an event of default defined in Section 4.1 of this Agreement.

"Improvements" means the Company's development of approximately 68 rental housing units and related parking and improvements on the Improvements Parcel.

"Improvements Parcel" means the property upon which the Improvements are to be completed by the Company, as further described on the Attached Exhibit A.

"Party" means either the Company or the Authority.

"Parties" means the Company and the Authority.

"Public Infrastructure" means the necessary public infrastructure and improvements which are to be installed pursuant to the applicable terms of the City Agreements in connection with the undertaking and completion of the Improvements; the Public Infrastructure is expected to include roadway, watermain, sanitary sewer, storm sewer, streetscape improvements and related appurtenances.

"River Walk" means all trail and park improvements anticipated to be completed on the river side of the TIF District pursuant to the applicable terms of the City Agreements.

"Tax Increments" means those tax increments which the Authority shall be entitled to receive and retain, and which the Authority shall have actually received, from Rice County from time to time from the Improvements Parcel (and expressly not from any other property in the TIF District) pursuant to the TIF Act; provided that the term "Tax Increments" shall specifically not include any amounts of tax increment generated by the TIF District which pursuant to the applicable terms of the TIF Act (as it may exist or be amended from time to time) may be required to be paid to or reserved for the State of Minnesota, Rice County, or any other entity or official.

"Term" means the period beginning on the date of this Agreement and ending (1) on February 1, 2021, (2) on such date (if any) as the Authority shall have paid all amounts owing on the TIF Bond, or (3) on such date (if any) as the Authority shall have terminated this Agreement pursuant to its terms, whichever shall occur earliest.

"TIF Act" means the Minnesota Tax Increment Financing Act, that is, Minnesota Statutes, Sections 469.174 through 469.179, as the same may be amended or supplemented.

"TIF Bond" means the tax increment revenue bond of the Authority in the form of the attached Exhibit B, as further described in Section 3.2.

"TIF District" means the Authority's Tax Increment Financing District No. 8 within its Faribault Master Redevelopment District.

"Unavoidable Delays" means any delay outside the control of the Party claiming its occurrence which is the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, unavailability of materials, Acts of God, fire or other casualty to the Improvements, litigation (including without limitation bankruptcy proceedings) and which directly results in delays; or acts of any federal, state or local governmental unit which directly result in delays.

ARTICLE II.

Recitals, Representations, Warranties and Covenants

Section 2.1 Recitals.

(a) The Authority previously entered into a Development Assistance Agreement with River Ridge Development, LLC (the "Prior Developer") dated as of June 12, 2001 (the "Prior Agreement") in connection with the Improvements; and

(b) The Improvements were not completed within the time frame specified in the Prior Agreement and the Prior Developer has since dissolved and conveyed the real property it had acquired in connection with the Improvements back to the Authority; and

(c) Straight River Crossing Apartments, LLC, an affiliate of the Prior Developer to which the Authority had conveyed a portion of the Improvements Parcel in connection with the Improvements, has conveyed the Improvements Parcel to the Company; and

(d) The Authority has made public its intention to enter into this Agreement with the Company and, because the Prior Developer no longer exists in order to notify of its intent to terminate the Prior Agreement, the Authority hereby deems the Prior Agreement terminated as of the date of execution of this Agreement; and

(e) In order to modify certain terms of the Prior Agreement and to further describe the manner in which the Authority's financial assistance will be made available to the Company, the Authority and Company have agreed to enter into this Agreement.

Section 2.2 Representations, Warranties and Covenants by the Authority. The Authority represents and warrants that it is authorized to enter into and perform its obligations under this Agreement. The Authority is entering into this Agreement to achieve housing purposes, and hence the assistance provided pursuant hereto is not a "business subsidy" because it constitutes "assistance for housing" within the meaning of Minnesota Statutes, Section 116J.993, Subdivision 3(7).

Section 2.3 Representations, Warranties and Covenants by the Company. The Company represents and warrants that:

(a) The Company is a limited liability company duly organized and in good standing under the laws of the State of Minnesota, is not in violation of any provisions of its organizational documents or the laws of the State of Minnesota and is authorized to enter into and perform its obligations under this Agreement.

(b) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented or limited by and will not conflict with or

result in a breach of any provision or requirement applicable to the Company or of any provision of any evidence of indebtedness, agreement or instrument of whatever nature to which the Company is now a party or by which it is bound.

(c) The Company, with respect to its construction, operation and maintenance of the Improvements upon the Improvements Parcel, will cause the same to occur in accordance in all material respects with this Agreement and all local, state and federal laws and regulations (including without limitation environmental, zoning, building code and public health laws and regulations).

(d) The Company has received no notice or communication from any local, state or federal official or body that any activities of the Company respecting the completion of the Improvements on the Improvements Parcel may be or will be in violation of any law or regulation.

(e) The Company will use its reasonable efforts to obtain, in a timely manner, all required permits, licenses and approvals, and to meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed and completed.

(f) To the best knowledge and belief of the Company, the construction of the Improvements on the Improvements Parcel within the reasonably foreseeable future is conditioned on the assistance and benefit to the Company provided for in this Agreement. It is also the belief of the Company that the level and expected duration of the cash flow assistance to be provided pursuant to the TIF Bond are essential in order to make feasible the financing and initial operation of the Improvements.

(g) The Parties acknowledge and agree that the assistance under this Agreement qualifies as assistance for housing and therefore qualifies for the exception to business subsidy provided in Minnesota Statutes, Section 116J.993, Subdivision 3(7).

ARTICLE III.

Completion of Improvements; Reimbursement of Certain Costs

Section 3.1 Completion of Improvements by the Company. Subject to Unavoidable Delays, the Company shall have substantially completed the Improvements in accordance with the requirements of this Agreement (including without limitation the approved Design Plans) by December 31, 2005.

Section 3.2 Reimbursement by Authority of Certain Costs. The Company hereby represents to the Authority that the Company will incur and pay significant Development Costs. Because the TIF District is a "redevelopment district" under the TIF Act, the Parties acknowledge and agree that not less than 90% of the Development Costs must be costs for improvements and activities of the kind described in Minnesota Statutes, Section 469.176, Subdivision 4j. The Authority hereby agrees to defray up to \$1,176,755 of the Development Costs (the "Reimbursement Amount") by issuing the TIF Bond to the Company, as registered owner thereof, substantially in the form of Exhibit B to this Agreement, the issuance of which TIF Bond is hereby authorized and approved, subject to the following conditions:

(a) The TIF Bond shall be dated, issued and delivered on or as soon as practicable following the date of execution and delivery of this Agreement, provided no Event of Default shall have occurred and be at the time continuing.

(b) As conditions to such reimbursement of Development Costs pursuant to the TIF Bond, the Company shall have completed the Improvements (and the Certificate of Completion shall have been issued) and the Company shall have submitted (from time to time) such written proofs and other documentation as may be reasonably satisfactory to the Authority of the exact nature and amount of the particular Development Costs for which the Company is seeking reimbursement, together with such other information or documentation necessary to enable the Authority to substantiate its tax increment expenditures and/or to comply with its tax increment reporting obligations to the Commissioner of Revenue, the Office of the State Auditor or other applicable official.

The documentation shall include specific invoices for the particular work from the contractor or other provider and shall include paid invoices, copies of remittances and/or other suitable documentary proofs of the Company's payment thereof. All of such eligible Development Costs shall be deemed a loan by the Company to the Authority for the purpose of providing the tax increment assistance hereunder, and the TIF Bond shall constitute the Authority's limited obligation to repay said loan.

(c) Subject to the provisions of the TIF Bond, the principal of and interest on the TIF Bond shall be payable on each August 1 and February 1, commencing August 1, 2006, and continuing throughout the Term (the "Payment Dates"), in a principal amount equal to the Reimbursement Amount. The sole source of funds available for payment of

the Authority's obligations under this Section and correspondingly under the TIF Bond shall be the Available Tax Increments.

(d) The amounts payable on the TIF Bond on each Payment Date shall be limited to the applicable Available Tax Increments received by the Authority within the preceding 6 months. All amounts of Tax Increments which are not Available Tax Increments are not subject to this Agreement, and the Authority retains full discretion as to any authorized application thereof, regardless of whether the Available Tax Increments are sufficient to reimburse the Company in full for the above-described costs. To the extent that the Available Tax Increments are insufficient through the final Payment Date to pay all amounts otherwise due on of the TIF Bond, said unpaid amounts shall then cease to be any debt or obligation of the Authority whatsoever.

(e) The unpaid principal of the TIF Bond shall bear simple, non-compounded interest from the date of the Certificate of Completion at 7.00% per annum. Interest shall be computed on the basis of a 360-day year consisting of 12 months of 30 days each.

(f) The Authority shall not endeavor to issue the TIF Bond so that the interest thereon shall be exempt from federal or State of Minnesota income taxation, and the Parties accordingly anticipate that the TIF Bond will be a "taxable" obligation.

(g) The TIF Bond shall be a special and limited revenue obligation of the Authority and not a general obligation of the Authority, and only Available Tax Increments shall be used to pay the amounts due on the TIF Bond.

(h) The Authority's obligation to make payments on the TIF Bond shall be conditioned upon the requirement that there shall not at the time have occurred and be continuing an Event of Default; provided, however, that if such Event of Default shall subsequently have been cured to the reasonable satisfaction of the Authority, such unpaid obligations shall thereupon be reinstated and thereby become due and payable.

(i) The TIF Bond shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the TIF Bond and the terms of this Section 3.2, the terms of the TIF Bond shall govern.

(j) Following any termination of this Agreement by the Authority pursuant to Section 4.2 hereof, no further or unpaid amounts of the TIF Bond shall then or thereafter be due and payable by the Authority under this Section or the TIF Bond but shall thereupon be extinguished.

Section 3.3 Release and Indemnification Covenants.

(a) The Company releases from and covenants and agrees that the Authority and the governing body members, officers, agents, including its independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at, about or in connection with

the Improvements, or the Company's undertaking and completion thereof, or resulting from any defect therein, except to the extent such loss, damage or death is caused by the negligence or other wrongful acts of the Indemnified Parties.

(b) Except for any willful misrepresentation or any willful or wanton misconduct or negligence of the Indemnified Parties, the Company agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Improvements, provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the Authority in this Agreement.

(c) All covenants, stipulations, promises, agreements and obligations of the Authority contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Authority and not of any governing body member, officer, agent, servant or employee of the Authority.

(d) This Agreement shall not create nor be construed to create any partnership, joint venture, agency, or employment relationship between the Parties.

Section 3.4 Design Plans.

(a) The Company shall submit the Design Plans to the Authority, which are subject to approval or rejection by the Board of the Authority in its discretion. If the Authority rejects the Design Plans, it shall indicate in writing to the Company the reasons for doing so; thereafter, the Company may submit revised Design Plans for reconsideration by the Authority. Any such approval of the Design Plans shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the Authority with respect to any building, zoning or other ordinances or regulation, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Design Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. Approval of the Design Plans by the Authority shall not relieve the Company of any obligation to comply with the provisions of this Agreement or the provisions of applicable federal, state and local laws, ordinances and regulations, and approval of the Design Plans by the Authority shall not be deemed to constitute a waiver of any Event of Default.

(b) If the Company desires to make any material change in the Design Plans after their approval by the Authority, the Company shall submit the proposed change to the Authority for approval or rejection pursuant to this Section. A proposed change in the Design Plans shall be deemed approved unless rejected by the Authority in writing within 20 working days of submission thereof with a statement of the Authority's reasons for such rejection. The Company acknowledges that the Design Plans are an important aspect of the Improvements from the Authority's point of view, and while the Authority does not wish to be arbitrary in regard to design and material features or to require such lavish detail or materials as to make the Improvements wholly infeasible financially, it is also

recognized by the Company that the Authority and the City have indicated certain standards and criteria as likely requirements, particularly in view of the substantial assistance being provided to the Improvements pursuant to this Agreement. These criteria may include requirements that the exterior of the building portion of the Improvements be predominantly of a finished brick or other masonry texture, that the facade of the building have various relief features, that the building have compatibility with adjacent historic structures. Other requirements may include such items and schemes as are contained in that certain letter dated May 22, 2000, from the City's Director of Community Development to Mr. Larry Pebbles.

Section 3.5 Public Infrastructure and River Walk. The Public Infrastructure and the River Walk are anticipated to be engineered, designed and installed pursuant to the applicable terms of the City Agreements.

Section 3.6 Certificate of Completion.

(a) Upon completion of the Improvements in accordance with the provisions of this Agreement, and upon written request made to the Authority by the Company, the Authority will execute the Certificate of Completion in the form attached hereto as Exhibit C, which shall then be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the completion of the Improvements. The following shall be conditions precedent to the Authority's obligation to execute the Certificate of Completion:

(i) There shall exist no Event of Default hereunder, and the Improvements shall have been completed in substantial conformity to the terms of this Agreement, including without limitation the Design Plans;

(ii) The Public Infrastructure and the River Walk shall have been completed by the Company in substantial compliance with the applicable provisions of the City Agreements; and

(iii) The Authority shall have issued a Certificate of Occupancy for the Improvements.

(b) If the Authority determines that it cannot execute the Certificate of Completion, it shall, within 20 days after written request therefor, provide a written statement indicating in adequate detail why it cannot do so and also indicating what measures or acts it will be necessary to be taken or performed in order to permit execution of the Certificate of Completion.

ARTICLE IV.

Events of Default

Section 4.1 Events of Default Defined. The following are Events of Default under this Agreement:

(a) There shall have occurred a failure by or on behalf of the Company in the observance or performance in any material respect of any covenant, condition, obligation or agreement to be observed or performed under this Agreement or under any of the City Agreements.

(b) There shall have occurred a failure in payment, when due, of any property tax, special assessment, or other governmental imposition respecting the Improvements Parcel, subject to statutory or other legal rights to contest or defer payment of the same.

(c) The filing of a petition in bankruptcy by or against the Company under the United States Bankruptcy Code; or failure by the Company within 90 days to have discharged any execution, garnishment or attachment of such consequence as would impair the ability of the Company to carry on its operations respecting the Improvements; or the assignment by the Company for the benefit of creditors; or the entry by the Company into an agreement of composition with creditors or the failure generally by the Company to pay its debts as they become due.

An Event of Default shall also include any occurrence which would with the passage of time or giving of notice become an Event of Default as defined hereinabove.

Section 4.2 Remedies on Default. Whenever any Event of Default occurs, in addition to all other remedies available to the Authority at law or in equity, the Authority (1) may without notice suspend its performance under this Agreement until it receives assurances from the Company, deemed adequate by the Authority, that the Company has cured its default and will continue its performance under this Agreement, and (2) may, after provision of 60 days written notice to the Company of the Event of Default, but only if the Event of Default has not been cured within said 60 days, or if the Event of Default cannot be cured within 60 days, the Company does not provide assurances to the Authority reasonably satisfactory to the Authority that the Event of Default will be cured as soon as reasonably possible, terminate this Agreement, without further obligation whatsoever hereunder to the Company.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the either Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Additional Waiver Implied by One Waiver. If any agreement contained in this Agreement should be breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE V.

Additional Provisions

Section 5.1 Titles of Articles and Sections. Any titles of the several parts, Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions hereof.

Section 5.2 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under the Agreement by either Party to the other shall be sufficiently given or delivered if sent by first class mail, postage prepaid, or delivered personally or telecopied; and,

(a) in the case of the Company, to Faribault SRC Partners, LLC, 3900 – 75th Street NW, Oronoco, Minnesota 55960; and

(b) in the case of the Authority, to the Faribault Economic Development Authority at the Faribault City Hall, 208 First Avenue, N.W., Faribault, Minnesota 55021-5105; Attention: Community Development Director;

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

Section 5.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original hereof.

Section 5.4 Law Governing. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

ARTICLE VI.

Termination of Agreement; Expiration; Limitation on Assignments.

Section 6.1 The Authority's Option to Terminate. As provided and under the conditions specified in Section 4.2, the Authority may terminate this Agreement if an Event of Default shall have occurred hereunder and be continuing. Nothing in that or in this Section shall affect the Authority's right, should the Authority not so elect to terminate this Agreement and as recourse against the Company, to insist on performance hereunder by the Company.

Section 6.2 Expiration. This Agreement shall expire at the end of the Term.

Section 6.3 Effect of Termination or Expiration. No termination or expiration of this Agreement pursuant to the terms hereof shall terminate (i) any rights or remedies of the Authority arising hereunder due to an Event of Default occurring prior to such termination or expiration or (ii) the provisions of Section 3.3 hereof.

Section 6.4 No Third Party Beneficiaries. There shall, as against the Authority, be no third party beneficiaries to this Agreement. More specifically, the Authority enters into this Agreement, and intends that the consummation of the Authority obligations contemplated hereby shall be, for the sole and exclusive benefit of the Company, and notwithstanding the fact that any other "persons" may ultimately participate in or have an interest in the Improvements, the Authority does not intend that any party other than the Company shall have, as alleged third party beneficiary or otherwise, any rights or interests hereunder as against the Authority, and no such other party shall have standing to complain of the Authority's exercise of, or alleged failure to exercise, its rights and obligations, or of the Authority's performance or alleged lack thereof, under this Agreement.

Section 6.5 Limitations on Transfer of Property and Assignment of Agreement. The Company covenants and agrees that prior to the issuance of the Certificate of Completion, except only by way of security for the purpose of obtaining financing necessary to enable the Company to complete the Improvements, and except for tenancies and leases of the housing units in the Improvements to renters thereof in the ordinary course of business, the Company (except as so authorized) has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or any transfer in any other mode or form, of or with respect to this Agreement or the Improvements Parcel or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the Authority (which approval the Authority may not unreasonably withhold).

The Authority shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such approval that:

(a) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the Authority, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Company;

(b) Any proposed transferee, by instrument in writing satisfactory to the Authority, shall, for itself and its successors and assigns, and expressly for the benefit of the Authority, have expressly assumed all of the obligations of the Company under this Agreement and agreed to be subject to all the conditions and restrictions to which the Company is subject unless the Company agrees to continue to fulfill those obligations, in which case the preceding provisions of this subsection (b) shall not apply; and

(c) There shall be submitted to the Authority for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any such interest in this Agreement or the Improvements Parcel.

IN WITNESS WHEREOF, the Authority and the Company have caused this Agreement to be executed by their duly authorized representatives.

FARIBAULT ECONOMIC DEVELOPMENT
AUTHORITY

By 
Its President

By 
Its Secretary

[Execution of this Development Assistance Agreement by Faribault SRC Partners, LLC appears on the following page.]

FARIBAULT SRC PARTNERS, LLC,
a Minnesota Limited Liability Company

By Bryan Schweppa
Its MANAGING PARTNER

By _____
Its _____

[Execution Page to Development Assistance Agreement between the Faribault Economic
Development Authority and the above-named Party.]

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS PARCEL

The Improvements Parcel is located in the City of Faribault, Rice County, Minnesota, and is legally described as follows:

Lot 1, Block 1, River Ridge Addition.

EXHIBIT B

FORM OF TIF BOND

No. R-1

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF RICE
FARIBAULT ECONOMIC DEVELOPMENT AUTHORITY

TAXABLE TAX INCREMENT REVENUE
BOND OF 2004
(FARIBAULT SRC PARTNERS RENTAL HOUSING PROJECT)

[1] The Faribault Economic Development Authority (the "Authority") hereby acknowledges itself to be indebted and, for value received, hereby promises to pay to Faribault SRC Partners, LLC, a Minnesota limited liability company, or its registered assigns (the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided, the Principal Amount of this Bond (as defined in paragraph [2] hereof) and to pay interest on the unpaid portions of the Principal Amount of this Bond at the rate of interest of seven percent (7.00%) per annum; provided that the total of all payments on this Bond (including both principal hereof and interest thereon) shall not in any event exceed \$1,176,755. Interest shall accrue from the date of the Certificate of Completion and shall be computed on the basis of a 360-day year consisting of 12 30-day months. This Bond is the "TIF Bond" described and defined in that certain Development Assistance Agreement, dated as of November 20, 2003 (as the same may be amended from time to time, the "Development Agreement"), between the Authority and Faribault SRC Partners, LLC, a Minnesota limited liability company, as the initial Company under the Development Agreement. Each capitalized term which is used but not otherwise defined in this Bond shall have the meaning given to that term in the Development Agreement.

[2] The Principal Amount of this Bond shall be the aggregate of the amounts certified by the Company to the Authority in accordance with Section 3.2(b) of the Development Agreement, subject to a maximum Principal Amount of \$1,176,755.

[3] Subject to the terms hereof, amounts due on this Bond shall be payable on each February 1 and August 1, commencing August 1, 2006, and continuing, if necessary, through February 1, 2021 (the "Payment Dates").

[4] On each Payment Date (or, if not a business day of the Authority, the first business day thereafter) the Authority shall pay by check or draft mailed to the person that was the Registered Owner of this Bond at the close of the last business day of the Authority preceding such Payment Date an amount equal to the lesser of (1) the Available Tax Increments received by the Authority within the 6-month period preceding said Payment Date and (2) the

sum of (i) the accrued and unpaid interest hereon and (ii) the aggregate amount of the unpaid principal of this Bond. The Authority shall have the option at any time to prepay in whole or in part the principal amounts of this Bond at par plus accrued interest.

[5] This Bond shall terminate and be of no further force and effect on any date upon which the Authority shall have terminated the Development Agreement, on the last Payment Date (February 1, 2021) following payment thereon of the Available Tax Increments then due, or on the date that all amounts payable hereunder shall have been paid in full, whichever occurs earliest.

[6] The Authority makes no representation or covenant, express or implied, that the revenues described herein will be sufficient to pay, in whole or in part, the amounts which are or may otherwise become due and payable hereunder. Any amounts which have not become due and payable on this Bond on or before the final Payment Date (February 1, 2021) shall no longer be a debt or obligation of the Authority whatsoever.

[7] The Authority's payment obligations hereunder shall be further conditioned on the fact that there shall not at the time have occurred and be continuing an Event of Default under the Development Agreement, and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the Authority elects to terminate the Development Agreement, the Authority shall have no further debt or obligation under this Bond whatsoever. Reference is hereby made to the provisions of the Development Agreement for a fuller statement of the obligations of the Company and of the rights of the Authority thereunder, and said provisions are hereby incorporated by reference into this Bond to the same extent as though set out in full herein. The execution and delivery of this Bond by the Authority, and the acceptance thereof by the Company, as the initial Registered Owner hereof, shall conclusively establish this Bond as the "TIF Bond" (and shall conclusively constitute discharge of the Authority's obligation to issue and deliver the same) under the Development Agreement.

[8] This Bond is not any obligation of any kind whatsoever of any public body, except that this Bond is a special and limited revenue obligation but not a general obligation of the Authority and is payable by the Authority only from the sources and subject to the qualifications and limitations stated or referenced herein. Neither the full faith and credit nor the taxing powers of the Authority are pledged to or available for the payment of this Bond, and no property or other asset of the Authority, save and except the above referenced Available Tax Increments, is or shall constitute a source of payment of the Authority's obligations hereunder.

[9] This Bond is issued by the Authority to aid in financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Sections 469.174 through 469.179, including without limitation Section 469.178 thereof.

[10] This Bond may be assigned but upon such assignment the assignor shall promptly notify the Authority thereof in writing, and the assignee shall surrender this Bond to the Authority either in exchange for a new fully registered bond or for transfer of this Bond on the registration records for the Bond maintained by the Authority. Each such assignee shall take this Bond subject to the foregoing conditions and subject to all provisions stated or referenced herein.

[11] This Bond has been issued as a taxable and not as a tax-exempt obligation, and the Authority makes no representation, express or implied, that the interest on this Bond is or may be excludable from gross or taxable net income of the Registered Owner for income tax purposes.

[12] IN WITNESS WHEREOF, the Faribault Economic Development Authority has caused this Bond to be executed by the manual signatures of its Executive Director and its Secretary, has caused the official seal of the Authority to be omitted herefrom, as permitted by law, and has caused this Bond to be issued and dated as of _____, 200__.

Executive Director

Secretary

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Bond was as of the latest date listed below registered in the name of the last Registered Owner noted below, and that, at the request of said Registered Owner of this Bond, the undersigned has as of said applicable date registered this Bond as to principal and interest on the Bond in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

NAME OF REGISTERED OWNER	DATE OF REGISTRATION	SIGNATURE OF ECONOMIC DEVELOPMENT AUTHORITY SECRETARY
<u>Faribault SRC Partners, LLC</u>	_____, 200	_____
_____	_____,	_____
_____	_____,	_____

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the Faribault Development Authority (the "Authority") and Faribault SRC Partners, LLC, a Minnesota limited liability company (the "Company"), have executed a Development Assistance Agreement, dated as of November 20, 2003 (the "Development Agreement"), with respect to the completion by the Company of certain "Improvements" (including particularly an approximately 68 unit rental housing facility on certain land described in the Development Agreement); and

WHEREAS, the Company has performed its obligation under the Development Agreement to substantially complete the Improvements in a manner deemed sufficient by the Authority to permit the execution of this certificate pursuant to Section 3.6 of the Development Agreement:

NOW, THEREFORE, this is to certify that the Improvements have been completed in substantial conformance with the applicable terms of the Development Agreement.

FARIBAULT ECONOMIC DEVELOPMENT
AUTHORITY

By _____
Its _____

Dated: _____, 200__.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: March 8, 2022
SUBJECT: Approve Preliminary Development Agreement with Redline Development

Background:

The City Council discussed in a closed session on February 8, 2022, the potential sale of a portion of the City-owned land south of the Hwy 60 viaduct, to Redline Development. Redline Development has proposed the construction of a multi-phased senior/memory care project that would compliment the multi-family development being proposed on the northwestern portion of the site. While there are details to be worked out regarding the senior/memory care project, the Council expressed interest and support and directed Staff to prepare a preliminary development agreement. Staff worked with legal counsel to prepare the attached Preliminary Development Agreement, which has also been reviewed by Scott Mohs with Redline Development. The intent of the Preliminary Development Agreement is to:

- Document the proposed development of a multi-phase, senior/memory care project on the City-owned land (Parcel B).
 - The development will consist of single-story cottage-style living, with each building approximately 16,000 square feet in size.
 - The buildings will be built in phases, with the second building constructed after the first building has hit leasing thresholds.
- Provide a window of time whereas the Developer will be the sole developer that the City will work with, through all planning, zoning, land use, and business subsidy request and approvals (one-year).
- Identify the willingness of both parties to continue discussions and negotiations regarding the overall development, leading to the execution in the future of a mutually-satisfactory Purchase and Development Agreement and a Contract for Private Development.
- Permit the Developer to conduct due diligence review of the development property.

- Acknowledge that additional and separate actions will be required.

Upon approval and execution of the Preliminary Development Agreement, the Developer intends to continue to work through the site design, engineering, and financing requirements of the project, with the goal of solidifying the project details in order to submit for all necessary approvals.

Recommendation:

Approve and execute the Preliminary Development Agreement with Redline Development for a senior/ memory care project on City-owned land.

Attachments:

1. Preliminary Development Agreement with Redline Development

PRELIMINARY DEVELOPMENT AGREEMENT

THIS AGREEMENT (the “Agreement”), made and entered into as of this ____ day of March, 2022, (the “Effective Date”) by and between the City of Faribault, a Minnesota municipal corporation (the “City”) and Redline Development, a _____, (the “Developer”) or its assigns:

WITNESSETH:

WHEREAS, the City owns certain real property, which is located in Rice County, Minnesota, legally described on Exhibit A attached hereto and hereby made a part hereof, together with all rights, title and interest appurtenant thereto (the “Real Property”); and

WHEREAS, the City desires to promote development of the Real Property; and

WHEREAS, Developer intends to purchase portions of the Real Property from the City and to develop a project on the Real Property (the “Development Property”); and

WHEREAS, Developer, or a special purpose entity to be formed by the Developer for the purpose of completing this project, has submitted or is in the process of submitting an updated proposal for development of senior/memory care facility consisting of multiple buildings, each approximately 16,000 square feet in size built over two phases (subject to Section 10 of this Agreement) on the Development Property (the “Development”), which proposal is attached hereto as Exhibit C and incorporated herein; and

WHEREAS, the City desires that the Development shall be completed in its entirety by the end of 2023; and

WHEREAS, the City and Developer are interested in discussing and further planning for the Developer’s proposal for the Development; and

WHEREAS, the Developer has indicated that it will seek business subsidy assistance or financial incentives from the City to make the Development feasible; and

WHEREAS, the City will need to determine if various studies, as may be determined to be reasonably necessary, should be conducted, including without limitation an environmental impact or related study, an infrastructure feasibility study, an economic impact study, a traffic study, and any other studies which are either required by law or deemed appropriate by the City; and

WHEREAS, the City will continue to discuss and negotiate with the Developer regarding the overall development of the Development Property; and

WHEREAS, the City is willing to discuss with the Developer any public subsidies which may be available for the Development, however, nothing herein shall be interpreted as an approval or guarantee of any future public financial assistance, including but not limited to tax increment financing, tax abatement, business subsidies, or any other public assistance authorized by law; and

WHEREAS, various ordinance, land use, zoning, and subdivision issues and actions related to the Development and the Development Property are required to be approved by the City in order to facilitate the Development by the Developer; and

WHEREAS, the City agrees to cooperate with the Developer to review and to assist the Developer, where deemed appropriate by the City, with obtaining various ordinance, land use, zoning, and subdivision approvals and actions related to the Development and the Development Property in order to facilitate the Development by the Developer, provided that nothing herein shall be interpreted as an approval or guarantee of any future land use, zoning, or other required City approvals; and

WHEREAS, the City is willing to consider and the Developer is desirous to undertake the Development if (i) a satisfactory agreement can be reached regarding the City's commitment for public costs, if any, necessary for the Development; (ii) satisfactory mortgage and equity financing, or adequate cash resources for the Development can be secured by Developer; and (iii) the feasibility and soundness of the Development and other necessary preconditions have been determined to the satisfaction of the parties.

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

1. Future Negotiations.

The parties agree to continue negotiations pursuant to the terms of this Agreement in an attempt to formulate a definitive plan for the Development and for a Purchase and Development Agreement and a Contract for Private Development based on the following:

(a) Developer's proposal, which shows the scope of the proposed Development in its latest form as of the date of this Agreement, together with any changes or modifications required by the City;

(b) Mutually-satisfactory (i) Purchase and Development Agreement, (ii) Contract for Private Development, and (iii) other agreements or contracts to be negotiated and agreed upon in accordance with negotiations contemplated by this Agreement;

(c) Mutually satisfactory terms for the Development that may be required for the Development (e.g. access and utility easements, allocation of infrastructure costs, etc.); and

(d) Other terms and conditions of this Agreement.

2. Statement of Intent.

Although not conclusive or binding on either party, it is the intention of the parties that this Agreement: (a) documents the present understanding and commitments of the parties; and (b) will lead to the negotiation and execution of mutually-satisfactory Purchase and Development Agreement and a Contract for Private Development prior to the termination date of this Agreement. The Purchase and Development Agreement and the Contract for Private Development (together with any other agreements entered into between the parties hereto contemporaneously therewith) will supersede all obligations of the parties hereunder.

3. Term; Duties.

(a) During the term of this Agreement, the City agrees to:

(i) Proceed to seek all necessary information with regard to the anticipated public costs, if any, associated with the Development; and

(ii) Permit Developer to conduct due diligence review of the Development Property including without limitation: title, survey, environmental (Phase I & Phase II reports), soils, and market studies; and

(iii) Should negotiations be successful, enter into a Purchase and Development Agreement and a Contract for Private Development that is satisfactory to the City in its sole discretion, with the Developer for the Development.

(b) During the term of this Agreement, the Developer agrees to:

(i) Develop and submit its detailed proposal, including the plans and specifications, for purchase and development of the Development Property;

(ii) Conduct a due diligence review of the Development Property, including without limitation: title, survey, environmental (Phase I & Phase II reports), soils, and market studies, which must be acceptable to the Developer in its sole discretion as determined necessary by the Developer beyond what the City has performed or is currently in the process of performing. The City will make available to the Developer any title, survey, and environmental, soils, and market studies in its possession. Developer shall be responsible for all costs for such due diligence review related to the Development Property and shall indemnify the City pursuant to Section 18 of this Agreement for any activities undertaken regarding the Development Property;

(iii) Obtain approval by the City (including its Engineer, Planning and Inspection Department, and any other governing authority) of the site plan, exterior elevations and finishes, and zoning and subdivision approvals;

(iv) Obtain any other necessary governmental approval from any governing authority;

(v) Obtain financing on terms acceptable to Developer, including but not limited to public subsidies (such as pay-as-you-go TIF in a mutually agreeable amount), private loans, tax credits, or equity investment(s); and

(vi) Should negotiations be successful, enter into a Purchase and Development Agreement and a Contract for Private Development with the City for the Development.

4. Business Subsidies; TIF.

(a) The City understands that the Developer may be seeking business subsidy assistance from the City. During the term of this Agreement, Developer shall:

(i) Submit to the City a design proposal to be reviewed by the City showing the location, size, and nature of the proposed Development, including layouts, renderings, elevations, and other graphic or written explanations of the Development. The design proposal shall be accompanied by a proposed schedule for the starting and completion of the Development;

(ii) Submit an over-all cost estimate for the design and construction of the Development;

(iii) Submit a time schedule for the Development;

(iv) Undertake and obtain such other preliminary economic feasibility studies, income and expense projections, and such other economic information as Developer may desire to further confirm the economic feasibility and soundness of the Development;

(v) Submit to the City the Developer's financing plan showing that the proposed Development is financially feasible;

(vi) Furnish satisfactory financial data to the City evidencing Developer's ability to undertake the Development; and

(vii) Furnish information in its possession and assist the City with obtaining all available business subsidy assistance which the City may deem appropriate.

(b) Developer understands that the Tax Increment Financing sought for the proposed Development must be obtained as outlined by law.

5. Feasibility.

It is expressly understood that execution and implementation of any Purchase and Development Agreement and Contract for Private Development (together with any other agreements entered into between the parties hereto contemporaneously therewith) shall be subject to:

(a) A determination by the City in its sole discretion that its undertakings are feasible based on (i) satisfaction of City Code requirements; (ii) the purposes and objectives of any development plan created or proposed for the Development; (iii) the Studies, if any; and (iv) the best interests of the City.

(b) A determination by Developer that the Development is feasible and in the best interests of Developer.

6. Effective Date; Expiration.

This Agreement is effective from the Effective Date until one (1) year after the Effective Date. After such date, neither party shall have any obligation hereunder except as expressly set forth to the contrary herein.

7. Costs; Escrow.

Developer shall be solely responsible for all costs incurred by Developer. In addition, upon the Developer's submission of applications for the Development, the Developer shall provide the City with applicable non-refundable application fees and escrows for the City's evaluation of the Developer's Development proposal which shall be determined at the time of submission of such applications.

8. Termination.

This Agreement may be terminated if Developer ceases to negotiate in good faith with the City, and such failure to negotiate in good faith is not cured after 30 days written notice of such failure by City to Developer.

9. Sole Developer.

The Developer is designated as sole developer and shall have exclusive rights of the Development of the Property for a period on one (1) year from the Effective Date (the "Term"). The City agrees not to market the Property or to make, accept, negotiate, or otherwise pursue any other offers for sale or purchase of the Development Property until the Term of this Agreement expires or the Agreement is terminated pursuant to Section 8 herein.

For purposes of negotiation clarity, the Developer, or its assign designates Scott Mohs as the point person and main contact for purposes of the Developer's activities and negotiation regarding the Development.

10. Proposed Development -- Senior/Memory Care Facility.

Notwithstanding anything herein to the contrary, the City acknowledges that the number of senior/memory care units for the Development have not been finally determined by the Developer and that the size of the buildings are estimated to be 16,000 square feet. Developer, or a special purpose entity to be formed by the Developer for the purpose of completing the Development, has submitted or is in the process of submitting an updated proposal for development of senior/memory care facility on the Development Property, which proposal is attached hereto as Exhibit C and incorporated herein.

11. Severability.

If any portion of this Agreement is held invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portion of the Agreement.

12. Breach; Waiver.

In the event any covenant contained in this Agreement should be breached by one party and subsequently waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous, or subsequent breach.

13. Notice.

Notice or demand or other communication between or among the parties shall be sufficiently given if sent by mail, postage prepaid, return receipt requested or delivered personally:

(a) As to City: City of Faribault
208 1st Avenue NW
Faribault, MN 55021
ATTN: Deanna Kuennen

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

(b) As to Developer: Redline Development
11401 72 Avenue SW
Ellensdale, MN 56026
ATTN: Scott Mohs

14. Counterparts.

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

15. Governing Law.

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

16. Additional Actions.

The parties hereto understand that additional and separate actions, for which no obligation is created hereunder, will be required before either the City or Developer is obligated to take various actions with respect to the Development. Those actions include, but are not limited to:

(a) Zoning, comprehensive plan, and subdivision approvals for any land use or development proposed by Developer; and

(b) Review of any Tax Increment Financing arrangement, or other business subsidy, as required by law.

17. Incorporation.

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

18. Indemnification. The Developer hereby agrees to protect, defend and hold the City and its officers, elected and appointed officials, employees, administrators, commissioners, agents, and representatives harmless from and indemnified against any and all loss, cost, fines, charges, damage and expenses, including, without limitation, reasonable attorneys' fees, consultants' and expert witness fees, and travel associated therewith, due to claims or demands of any kind whatsoever (including those based on strict liability) arising out of (i) the development, marketing, sale or leasing of all or any part of the Development Property, including, without limitation, any claims for any lien imposed by law for services, labor or materials furnished to or for the benefit of the Development Property, or (ii) any claim by the state of Minnesota or the Minnesota Pollution Control Agency or any other person pertaining to the violation of any permits, orders, decrees or demands made by said persons or with regard to the presence of any pollutant, contaminant or hazardous waste on the Development Property that occurs after the Developer purchases the Development Property; and (iii) or by reason of the execution of this Agreement or the performance of this Agreement. The Developer, and the Developer's successors or assigns, agree to protect, defend and save the City, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting engineering services, and other technical, administrative or professional assistance. This indemnity shall be continuing and shall survive the performance, termination or cancellation of this Agreement. Nothing in this Agreement shall be construed as a limitation of or waiver by City of any immunities, defenses, or other limitations on liability to which City is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

19. Release. The Developer, for itself, its attorneys, agents, employees, former employees, insurers, heirs, administrators, representatives, successors, and assigns, hereby releases and forever discharges the City, and its attorneys, agents, representatives, employees, former employees, insurers, heirs, executors and assigns of and from any and all past, present or future claims, demands, obligations, actions or causes of action, at law or in equity, whether arising by statute, common law or otherwise, and for all claims for damages, of whatever kind or nature, and for all claims for attorneys' fees, and costs and expenses, including but not limited to all claims of any kind arising out of the negotiation, City consideration, execution and performance of this Agreement between the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Developer has caused this Agreement to be duly executed in its name and behalf and the City has caused this Agreement to be duly executed in its name and behalf as of the day and year first above written.

DEVELOPER:

Redline Development

By: _____
Scott Mohs
Its: Chief Manager

CITY:

CITY OF FARIBAULT

By: _____
Kevin F. Voracek
Its: Mayor

By: _____
Timothy C. Murray
Its: City Administrator

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

**(Proposed Project Address – _____, Faribault, MN
55021)**

[To Be Inserted]

EXHIBIT B

DESCRIPTION OF DEVELOPMENT PROPERTY

A portion of the following Property:

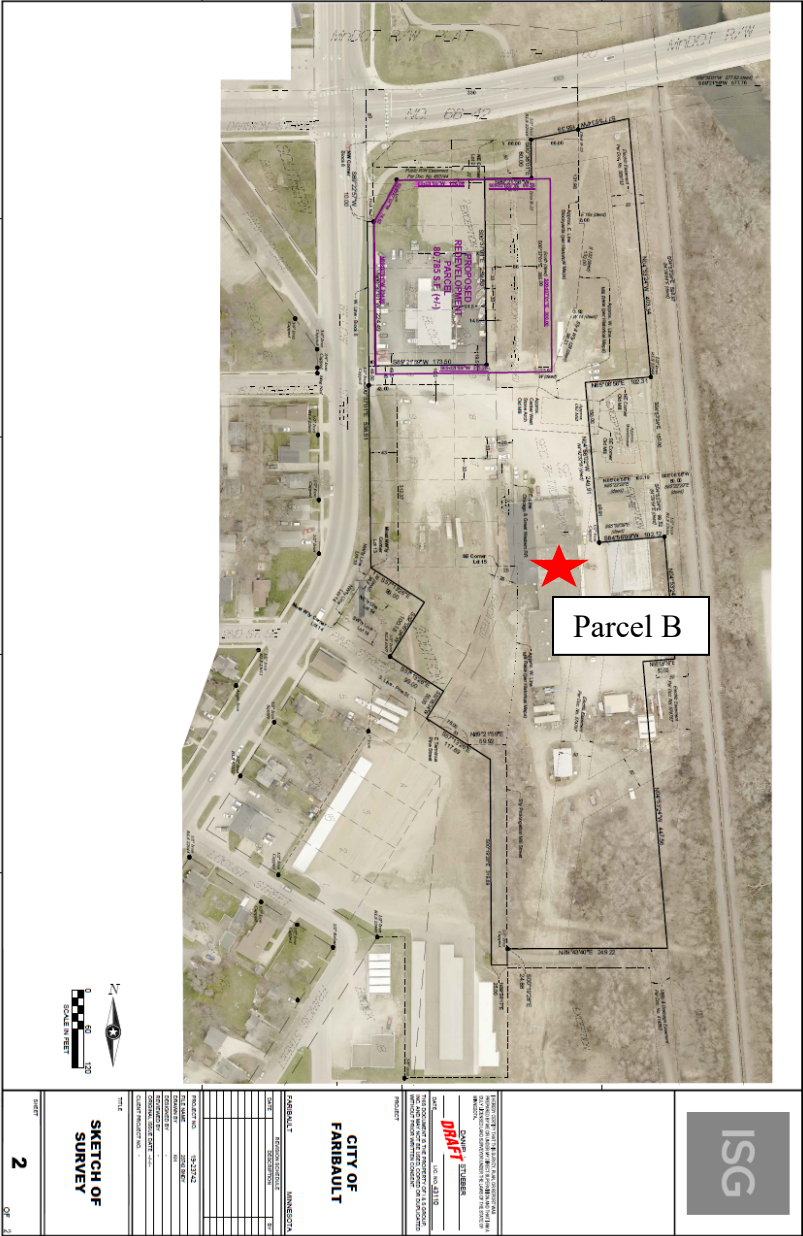
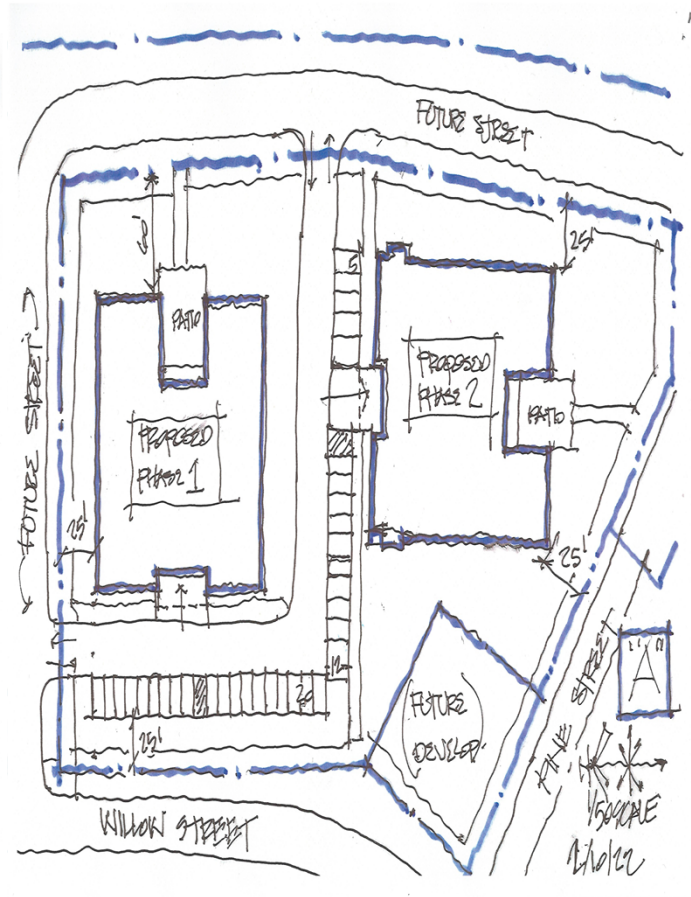


EXHIBIT C
DEVELOPMENT PROPOSAL





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Dustin Dienst, Fire Chief
MEETING DATE: March 8, 2022
SUBJECT: Accept the Hannah Lips Foundation Grant and Purchase a LUCAS Device

Background:

The Faribault Fire Department is committed to and expected to provide a timely, safe and effective service to the citizens of our response district. We are also expected to provide that service in a fiscally responsible way. One way of accomplishing this is by seeking out and apply for grants.

We applied for the Hannah Lips Foundation grant, which seeks grant applications that relate to supporting health related needs of our community as stated in the by-laws of the Foundation.

We were awarded \$8,000 from the Hannah Lips Foundation. We originally requested \$17,000 for the purchase of a LUCAS device. The LUCAS device is a manual CPR machine that improves a patient's chances of survival from an incident that stops the heart from functioning.

We would like to accept the \$8,000 from the Hannah Lips Foundation and utilize our minor equipment budget to pay for the difference (\$7,201.82) of the total which is \$15,201.82.

Recommendation:

Authorize the Fire Department to accept the \$8,000 grant from the Hannah Lips Foundation and utilize our minor equipment budget to pay the difference and purchase a LUCAS device.

Attachments:

1. Faribault FD LUCAS quote



new LUCAS

Quote Number: 10475176

Version: 1

Prepared For: FARIBAULT FIRE DEPT

Attn:

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Jon Dilley

Email:

jon.p.dilley@stryker.com

Phone Number:

(952) 239-9823

Quote Date: 02/23/2022

Expiration Date: 05/31/2022

Delivery Address

Name: FARIBAULT FIRE DEPT

Account #: 1161654

Address: 122 NW 2ND ST

FARIBAULT

Minnesota 55021-5109

End User - Shipping - Billing

Name: FARIBAULT FIRE DEPT

Account #: 1161654

Address: 122 NW 2ND ST

FARIBAULT

Minnesota 55021-5109

Bill To Account

Name: FARIBAULT FIRE DEPT

Account #: 1161654

Address: 122 NW 2ND ST

FARIBAULT

Minnesota 55021-5109

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	\$14,204.86	\$14,204.86
2.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1	\$662.56	\$662.56
3.0	11576-000071	LUCAS External Power Supply	1	\$334.40	\$334.40
Equipment Total:					\$15,201.82

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$0.00
Grand Total:	\$11,701.82

Prices: In effect for 90 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Kevin Bushard, Human Resources Manager
MEETING DATE: March 8, 2022
SUBJECT: Resolution 2022-059 Approve Hiring of IT Technician

Background:

Due to resignation, there is a need to fill an IT Technician position for the City. Applications were accepted from February 3, 2022 to February 18, 2022.

Twelve applications were received for the position. Eight applicants were selected for interviews. The interview panel consisted of Scott Whitney, former IT Coordinator, Ben Mueller, IT Coordinator, and Kevin Bushard, Human Resources Manager. The panel selected LeAnna Anderson-Speiker as the recommendation for hire.

Resolution 2022-059 approves the recommendation of hiring LeAnna Anderson-Speiker as IT Technician. LeAnna will be hired as wage Grade H, Step 1 and, when approved, will begin employment on March 22, 2022. This is a non-union, non-exempt position.

Recommendation:

Approve Resolution 2022-059, approving the hiring of LeAnna Anderson-Speiker as IT Technician for the City of Faribault.

Attachments:

1. 2022-059 Approve Hiring of IT Technician

CITY OF FARIBAULT

RESOLUTION #2022-059

APPROVE HIRING OF IT TECHNICIAN

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

WHEREAS, the City has advertised and interviewed for the IT Technician position with the City; and

WHEREAS, the City Council desires to fill the vacant IT Technician position.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Faribault, Minnesota, that LeAnna Anderson-Speiker shall be extended an offer of employment to fill the vacant IT Technician position.

Date Adopted: March 8, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Kevin M. Bushard, Deputy City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: March 8, 2022
SUBJECT: Resolution 2022-060 Authorize an Application to Host a GreenCorps Member for the 2022-2023 Program Year

Background:

The Minnesota GreenCorps program anticipates placing 48 AmeriCorps members with host cities across Minnesota to help the cities address environmental issues and opportunities. The GreenCorps members will start their work in September of 2022 and complete their service to communities in August of 2023. The City is hosting a GreenCorps member for the 2021-2022 program year. If awarded a GreenCorps member for the 2022-2023 program year, the member will build off the environmental work the current member is doing for the City.

To receive a GreenCorps member, the City of Faribault must apply to the program by March 22. There is no direct cost to the City to host a GreenCorps member. However, if awarded a GreenCorps member, the City must provide the GreenCorps member with a work area, computer, and phone. The Department of Community and Economic Development is prepared to host and supervise the GreenCorps member. Hosting a GreenCorps member is a fiscally responsible way to advance the City's vision and strategic priorities.

Recommendation:

Approve Resolution 2022-060 Authorize an Application to Host a GreenCorps Member for the 2022-2023 Program Year

Attachments:

1. Resolution 2022-060 Authorize Application to Host a GreenCorps Member

CITY OF FARIBAULT

RESOLUTION #2022-060

AUTHORIZE AN APPLICATION TO HOST A GREENCORPS MEMBER FOR THE 2022-2023 PROGRAM YEAR

WHEREAS, the City of Faribault wishes to apply to host an AmeriCorps member from Minnesota GreenCorps, a program of the Minnesota Pollution Control Agency (MPCA), for the 2022-2023 program year; and

WHEREAS, the MPCA does not charge a fee for host communities to participate in the Minnesota GreenCorps program; and

WHEREAS, hosting a Minnesota GreenCorps member provides a fiscally responsible way for the City to advance the environmental aspects of Community Vision 2040 and the City's environmental strategic priorities; and

WHEREAS, if the MPCA selects the City of Faribault to host a GreenCorps member, the City is committed to implementing the proposed environmental efforts outlined in the City's application, and as described in the pre-scoped position description; and

WHEREAS, if the MPCA selects the City of Faribault to host a GreenCorps member, the MPCA will require the City of Faribault to enter into a host site agreement with the MPCA that identifies the terms, conditions, roles, and responsibilities of the City and the MPCA.

NOW, THEREFORE BE IT RESOLVED, the Faribault City Council authorizes the City to prepare and submit an application to the MPCA to host a GreenCorps member for the 2022-2023 program year.

ALSO, BE IT RESOLVED, if the MPCA selects the City of Faribault to host a GreenCorps member, the City Council agrees to enter into a host site agreement with the MPCA to carry out the specified member activities and comply with all terms, conditions, and matching provisions of the host site agreements.

ALSO, BE IT RESOLVED, if the MPCA selects the City of Faribault to host a GreenCorps member, the City Council authorizes and directs the Mayor and City Administrator to sign the grant agreement on behalf of the City.

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

Date Adopted: March 8, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Kevin M. Bushard, Deputy City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: March 8, 2022
SUBJECT: Resolution 2022-061 Approve 2022 Consumption and Display Permit Renewal

Background:

Jennifer Denmark on behalf of Gather on Central LLC has submitted an application for renewal of their Consumption and Display Permit. A background check is currently being conducted by the Faribault Police Department and a copy of their liability insurance has been sent to the City Attorney for review. If approved the permit will be in effect from April 1, 2022 through March 31, 2023.

Recommendation:

Approve Resolution 2022-061

Attachments:

1. Resolution 2022-061 Approve 2022 Consumption and Display Liquor License Renewal

CITY OF FARIBAULT

RESOLUTION #2022-061
APPROVE 2022 CONSUMPTION AND DISPLAY PERMIT RENEWAL

WHEREAS, Gather on Central LLC presented an application for renewal of their current Consumption and Display Liquor License; and

WHEREAS, the establishment listed provided the proper fees; a Certificate of Liability Insurance and Workers Compensation Insurance pending review by the City Attorney; Tax Information Form; a Certificate of Real Estate Taxes Paid from the Rice County Property Tax and Elections Department showing that all taxes and assessments are paid to date; and a Background Authorization Form; and

WHEREAS, pending a thorough background investigation by the Police Department of the applicant and pending certification by the Chief of Police that they have not been convicted of any violations of any state law or municipal ordinance relating to the sale of intoxicating liquor within the past five years; and

WHEREAS, the establishment listed has a current Consumption and Display Liquor License with the City of Faribault.

NOW, THEREFORE, THE CITY OF FARIBAULT RESOLVES, the establishment listed be granted Consumption and Display Liquor License with the City of Faribault for the term of April 1, 2022 to March 31, 2023.

Date Adopted: March 8, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Kevin M. Bushard, Deputy City Administrator



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: March 8, 2022
SUBJECT: Resolution 2022-054 Approve Plans & Specifications and Establish Bid Date for Municipal Airport Airfield Lighting Improvements

Background:

The attached resolution approves the construction plans and specifications for the Municipal Airport Airfield Lighting Improvements. The project includes the replacement of runway and taxiway edge lights with LED fixtures, electrical cable replacement, upgrading of airfield signs and beacon with LEDs, improvements to the electrical service room, and wind cone foundation improvements.

Design for the project was authorized at the January 11, 2022 Council meeting with the approval of Task Order No.11. Foth Infrastructure & Environment, LLC (the City's Airport Consultant) then prepared the plans and specifications for the project in preparation for bidding. A full plan set is available for review in the Public Works Director's office.

The total estimated cost of the project is \$456,400.00. There is \$770,000.00 budgeted for the project. The Federal Aviation Administration (FAA) and Minnesota Department of Transportation (MNDOT) grant funds will be used for the project with a 90/5/5% Federal/State/Local split. The City's Airport Fund (225) will provide the local funding.

The attached resolution also establishes a bid date of March 30, 2022 for the project. Construction is scheduled to begin in June with substantial completion by the end of November.

Recommendation:

Approve Resolution 2022-054

Attachments:

1. Resolution 2022-054
2. Airfield Lighting Improvements Plans (Cover Sheet)

CITY OF FARIBAULT

RESOLUTION #2022-054

APPROVE PLANS & SPECIFICATIONS AND ESTABLISH BID DATE FOR MUNICIPAL AIRPORT AIRFIELD LIGHTING IMPROVEMENTS

WHEREAS, task order No.11, approved on January 11, 2022 ordered the improvements for the Municipal Airport Airfield Lighting Improvements Project; and

WHEREAS, the project includes the replacement of runway and taxiway edge lights with LED fixtures, electrical cable replacements, upgrading airfield signs and beacon with LED's, improvements to the electrical service room, and wind cone foundation improvements; and

WHEREAS, said task order ordered the preparation of the plans and specifications; and

WHEREAS, the total cost of the improvements is estimated to be \$456,400.00; and

WHEREAS, plans and specifications have been prepared by Foth Infrastructure & Environment, LLC.

NOW, THEREFORE BE IT RESOLVED, that plans and specifications for the Municipal Airport Airfield Lighting Improvements Project, prepared by Foth Infrastructure & Environment LLC., are hereby approved.

ALSO, BE IT RESOLVED, that a bid opening date of March 30, 2022, is hereby established for the Municipal Airport Airfield Lighting Improvements Project.

Date Adopted: March 8, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Kevin M. Bushard, Deputy City Administrator



THE IMPROVEMENTS OF RUNWAY/TAXIWAY LIGHTING IS DESIGNED UTILIZING:
AC 150/5340-30J DESIGN AND INSTALLATION DETAILS FOR AIRPORT VISUAL AIDS
AC 150/5340-18G STANDARDS FOR AIRPORT SIGN SYSTEMS

ISSUED FOR BID - 03/08/2022

A map of the Faribault Municipal Airport area. The airport is shown as a large grey polygon. To the north of the airport, a black box labeled "PROJECT LOCATION" with a pointer indicates a site near Bagley Ave. Bagley Ave runs vertically on the right side of the map. Highway 36 runs diagonally from the bottom left towards the top right, passing south of the airport. Highway 35 runs horizontally across the bottom right, intersecting with Highway 36. A blue lake is located to the east of the airport. Other labels include "Canby Ave" on the left, "Belview Trail" on the left, and "30th St NW" near the bottom right. A north arrow is in the bottom left corner, and the text "NOT TO SCALE" is at the bottom left.

STATE: MINNESOTA COUNTY: RICE

[illegible]

SIGNATURE: Adam Wilhelm
TYPED OR PRINTED NAME: ADAM M WILHELM
DATE: 3/3/2012 LICENSE NO: 52436





Request for Council Action

TO: Mayor and City Council
THROUGH: Planning Commission
Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic
Development Director
MEETING DATE: March 8, 2022
SUBJECT: Ordinance 2022-4 Rezone the North Side of the
1900 Block of 4th Street NW to R-4, High-Density
Residential (Second Reading)

Background:

At its February 22, 2022 meeting, the City Council approved the first reading of Ordinance 2022-4, which rezones the north side of the 1900 block of 4th Street NW to R-4, High-Density Residential. Since the first reading of the ordinance, Staff has not received any comments from the public, nor has Staff made any changes to the ordinance. The Council should now take action on the second reading of the ordinance.

Recommendation:

Approve the second reading of Ordinance 2022-4.

Attachments:

1. Ordinance 2022-4 Rezone the North Side of the 1900 Block of 4th Street NW to R-4, High Density-Residential - Second Reading

**CITY OF FARIBAULT
ORDINANCE No. 2022-4**

REZONE THE NORTH SIDE OF THE 1900 BLOCK OF 4TH STREET NW TO R-4, HIGH-DENSITY RESIDENTIAL

WHEREAS, Rick Amundson (the Applicant), on behalf of Sun Companies Property Management (the Owner of 1919 2nd Street NW – C & S Vending), has requested that the City Council rezone the south portion of 1919 2nd Street NW fronting 4th Street NW from I-1, Light Industrial to R-4, High-Density Residential; and

WHEREAS, the south portion of 1919 2nd Street NW is defined in a separate preliminary plat request from the Applicant; and

WHEREAS, the Applicant, on behalf of Scott and Therese Amundson (the Owners of 1914, 1916, and 1918 4th Street NW), has also requested that the City Council rezone 1914, 1916, and 1918 4th Street NW from R-2, Low-Density Residential to R-4, High-Density Residential; and

WHEREAS, the Applicant, in consultation with Daniel Schulz (the Owner of 1920 4th Street NW), has also requested that the City Council rezone 1920 4th Street NW from R-2, Low-Density Residential to R-4, High-Density Residential; and

WHEREAS, the properties described in the above recitals and graphically depicted in Exhibit A are hereinafter referred to as the subject property; and

WHEREAS, the Applicant, in separate applications, also requested a comprehensive plan amendment to guide the subject property for commercial/residential mixed-use and preliminary plat approval that, collectively with the Applicant's rezoning request, would facilitate the Applicant's concept plan to develop high-density workforce housing on the subject property to benefit employees of C & S Vending and others in the community; and

WHEREAS, the City Council approved Resolution 2022-044 on February 22, 2022, which amended the City's comprehensive plan to guide the subject property for commercial/residential mixed-use; and

WHEREAS, City Staff reviewed the Applicant's rezoning request, prepared a report to the Planning Commission, and made a recommendation to approve the Applicant's rezoning request; and

WHEREAS, the Planning Commission, on February 7, 2022, following proper notice, held a public hearing regarding the said request; and

WHEREAS, no one from the public submitted comments or spoke at the public hearing regarding the rezoning request; and

WHEREAS, the Planning Commission finds that it is appropriate to rezone the subject property as requested by the Applicant based on the following written findings of the Planning Commission as required by Section 2-180 of the City's Unified Development Ordinance:

1. Criteria: Whether the amendment is consistent with the applicable policies of the City's Land Use Plan.

Finding: Per Resolution 2022-044, the Land Use Plan guides the subject properties for commercial/residential mixed-use, which is consistent with the proposed R-4, High-Density zoning. In addition, the proposed zoning allows for additional multi-family workforce housing in the community, which is an expressed need in the City's comprehensive plan.

2. Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.

Finding: It is in the public's best interest to ensure reasonable and logical use of the property. The undeveloped and low-density existing single-family uses on the subject property do not provide efficient land use in the community. It is reasonable to rezone the subject property to R-4, High-Density Residential, to allow the needed development of multi-family workforce housing in the area and the community.

3. Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: The surrounding properties include existing industrial, commercial, and residential uses. The proposed R-4, High-Density Residential zoning would allow multi-family workforce housing adjacent to existing industries and other uses that desire additional workforce housing in the area for their employees.

4. Criteria: Whether there are reasonable uses of the property in question permitted under the existing zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: The existing undeveloped and single-family uses on the subject property are not an efficient use of the land. It is not reasonable, nor is it in the community's best interest to maintain low-density residential uses in this area when the community has a strong need for multi-family workforce housing. Furthermore, the City has received no requests for industrial development on the subject property.

5. Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.

Finding: The City has not received requests for industrial development on the subject property. There is a trend for industries to locate near Interstate Highway 35, not in the community's core. There is also a trend to redevelop underutilized residential areas in the community and provide additional housing opportunities in areas near employment centers, transit routes, and shopping. Therefore, rezoning the subject property to R-4, High-Density Residential is appropriate.

WHEREAS, the City Council held a public meeting on February 22, 2022, to consider approval of the first reading of Ordinance 2022-4; and

WHEREAS, the City Council also held a public meeting on _____, to consider approval of the second reading of Ordinance 2022-4; and

WHEREAS, based on the City Staff's report, the results of the public hearing, and the written findings of the Planning Commission, the City Council of the City of Faribault concurs with the written findings of the Planning Commission and makes the identical findings.

NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:

Section 1: Findings and Incorporation of Recitals and Exhibits. Where applicable, the recitals and exhibits incorporated in this ordinance constitute the written findings of the City Council.

Section 2: Amendment. The City Council hereby rezones the subject property graphically depicted in Exhibit A to R-4, High-Density Residential. The effective date of the rezoning shall be as outlined in Section 4 of this resolution.

Section 3: Official Zoning Map. The City does not need to republish the City's official zoning map to show the rezoning. However, the City Planner shall show the rezoning on the official zoning map on file with the City.

Section 4: Authorization to take Additional Steps. The City Council authorizes and directs the Mayor, City Staff, and City Consultants to take any additional steps and actions necessary and convenient to accomplish the intent of this ordinance. Such additional steps may include an adjustment to the R-4, High-Density Residential zoning district boundary on the 1919 2nd Street NW property based on the future final plat of the property.

Section 5: Effective Date. This ordinance is effective immediately upon its passage and publication per the City Charter.

Public Hearing:	February 7, 2022
First Reading:	February 22, 2022
Second Reading:	March 8, 2022
Published:	March 15, 2022

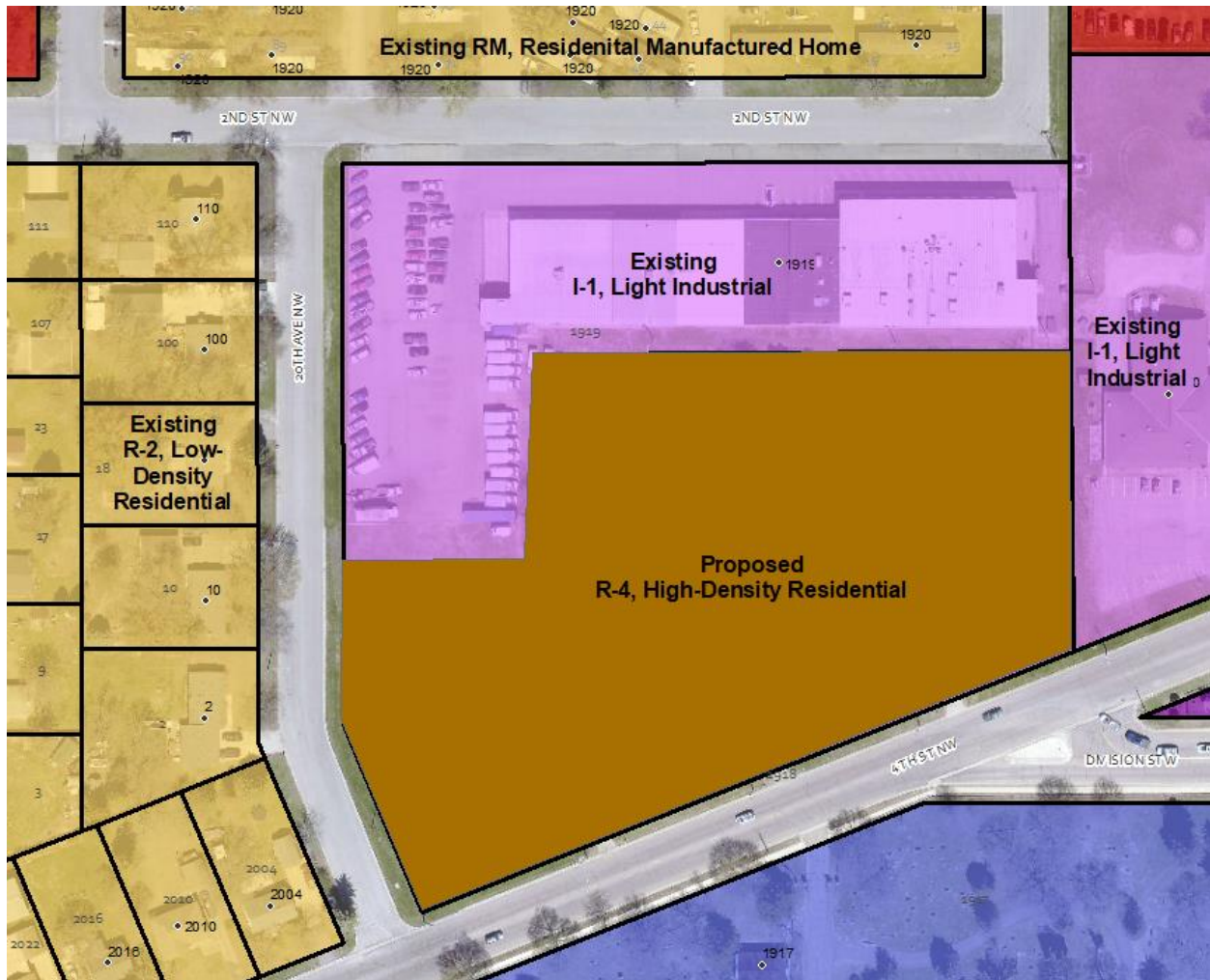
Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Kevin M. Bushard, Deputy City Administrator

EXHIBIT A:
Graphic Depiction of Subject Property to be Rezoned to R-4, High-Density Residential





Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Community & Economic Development Director
MEETING DATE: March 8, 2022
SUBJECT: Approve Summary Publication of Ordinance 2022-4

Background:

Ordinance 2022-4 will take effect on the date of its publication in the official newspaper of the City of Faribault. Instead of publishing the full ordinance, the Faribault City Charter allows the City Council, with five affirmative votes, to approve a summary publication of the ordinance that informs the public of the intent and effect of the ordinance. Refer to the attached summary of Ordinance 2022-4.

Recommendation:

Approve the summary publication of Ordinance 2022-4

Attachments:

1. Ordinance 2022-4 Summary Publication

Summary Publication

CITY OF FARIBAULT ORDINANCE No. 2022-4

REZONE THE NORTH SIDE OF THE 1900 BLOCK OF 4TH STREET NW TO R-4, HIGH-DENSITY RESIDENTIAL

On March 8, 2022, the Faribault City Council approved Ordinance 2022-4, which rezones the north side of the 1900 block of 4th Street NW to R-4, High-Density Residential. More specifically, the following properties are rezoned to R-4, High-Density Residential:

- 1914 4th Street NW (PID 18.36.2.75.023)
- 1916 4th Street NW (PID 18.36.2.75.024)
- 1918 4th Street NW (PID 18.36.2.75.025 and PID 18.36.2.75.027)
- 1920 4th Street NW (PID 18.36.2.75.029)
- The south portion of 1912 2nd Street NW fronting 4th Street NW (PID 18.36.2.50.018)

A complete copy of the ordinance and a graphic depiction of the subject property zoned R-4, High-Density Residential, is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

Public Hearing:	February 7, 2022
First Reading:	February 22, 2022
Second Reading:	March 8, 2022
Publication:	March 15, 2022



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: March 8, 2022
SUBJECT: Resolution 2022-055 Accept Bids for 2022 Street Overlay and Sidewalk Improvements - City Contract 2022-02

Background:

On Wednesday, March 2, 2022, bids were received for the proposed 2022 Street Overlay & Sidewalk Improvements project (Contract 2022-02), including curb and gutter replacement, concrete sidewalk replacement & construction, storm sewer repairs, casting adjustment/ replacement, pavement milling, bituminous paving, pavement markings, and related improvements.

The streets proposed to be included in this project are as follows:

Alexander Drive	(2nd Avenue NW to Fairgrounds Drive)
6th Street NW	(Central Avenue to 8th Avenue NW)
1st Avenue NW	(2nd Street NW to 3rd Street NW & 4th Street NW to 13th Street NW)
8th Street NW	(Central Avenue to 2nd Avenue NW)
10th Street NW*	(Central Avenue to 2nd Avenue NW)
11th Street NW*	(1st Avenue NE to 2nd Avenue NW)
Newhall Drive	Parshall Street to Matteson Street

*Includes New Sidewalk

Also included in the proposed bid package are improvements to the public parking lot in Original Town Block 57 and lighting improvements along 1st Avenue NE from 5th Street NE to 7th Street NE.

The bids are tabulated as follows:

Crane Creek Asphalt, Faribault, MN	\$ 1,388,705.36
Bituminous Materials LLC., Faribault, MN	\$ 1,401,567.39
<i>Engineer's Estimate</i>	<i>\$ 1,425,876.60</i>

Based on the low bidder's prices, the estimated funding for the project is as follows (includes contingencies and engineering fees):

Street Improvement Fund (401)	\$ 1,636,075.00	97.6%
Water Utility Fund (601)	\$ 6,200.00	0.4%
Sewer Utility Fund (602)	\$ 15,100.00	0.9%
<u>Storm Water Utility Fund (603)</u>	<u>\$ 19,525.00</u>	<u>1.2%</u>
Total	\$ 1,679,900.00	100.0%

It is recommended to award to the low bidder, Crane Creek Asphalt. Construction on the project is scheduled to begin in June and be substantially completed by the end of July, 2022.

Recommendation:

Approve Resolution 2022-055

Attachments:

1. Resolution 2022-055
2. 2022-02 Project Location Map

CITY OF FARIBAULT

RESOLUTION #2022-055

ACCEPT BIDS FOR 2022 STREET OVERLAY AND SIDEWALK IMPROVEMENTS - CONTRACT 2022-02

WHEREAS, pursuant to the advertisement for bids for the 2022 Street Overlay and Sidewalk Improvements Project (Contract 2022-02), bids were received, opened, and tabulated according to law and the following bids were received complying with the advertisement for bids:

Crane Creek Asphalt, Faribault, MN	\$1,388,705.36
Bituminous Materials LLC, Faribault, MN	\$1,401,567.39

and;

WHEREAS, it appears that Crane Creek Asphalt of Faribault, MN is the lowest responsible bidder.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Administrator are hereby authorized and directed to enter into contract with Crane Creek Asphalt in the name of the City of Faribault for 2022 Street Overlay and Sidewalk Improvements Project (Contract 2022-02) in the amount of \$1,388,705.36 according to the Plans and Specifications prepared and on file in the office of the City Engineer.

ALSO, BE IT RESOLVED, that the City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposit of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Date Adopted: March 8, 2022

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Kevin Bushard, Deputy City Administrator

