City Council Work Session
Tuesday, May 17, 2022 at 6:00 PM
Public Meeting Room

AGENDA

1. **Call to Order**
2. **Items for Discussion**
   A. Hiawathaland Transit Discussion
   B. Proposed Reorganization within the Community and Economic Development Department
   C. Proposal for Public Electric Vehicle Charging Stations
   D. Enterprise Fleet Management for Police Vehicles
   E. Review Board and Commission Application
   F. Creation of River Bend Nature Center Ad Hoc Committee
3. **Future Discussion**
4. **Adjournment**

(The Council may meet as a group for dinner)

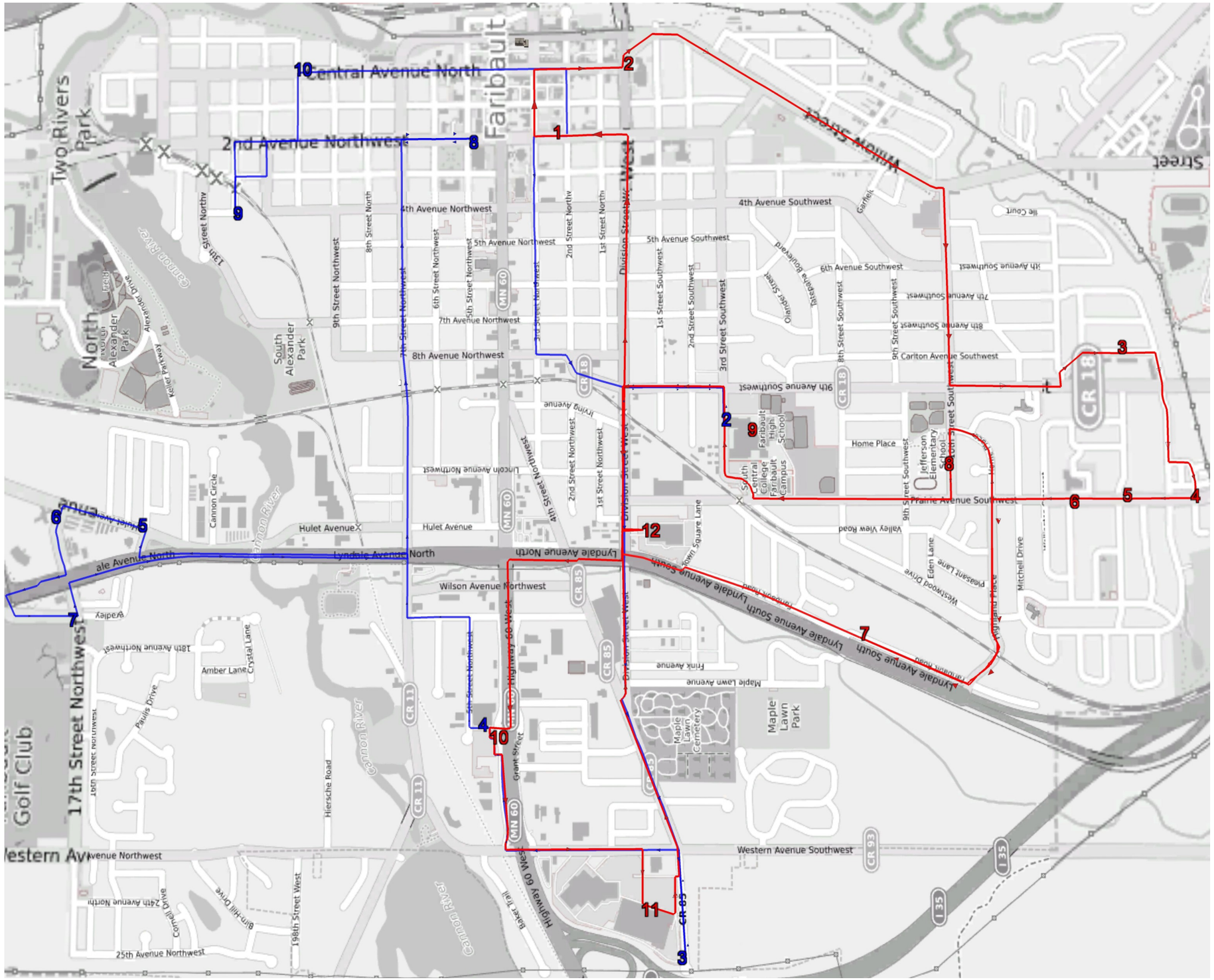
Please contact the City Administrator's Office if you need special accommodations while attending this meeting

Council Work Session Memorandum

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: May 17, 2022
SUBJECT: Hiawathaland Transit Discussion

Discussion:
Hiawathaland Transit operates the bus service within the city of Faribault (two fixed routes as well as a Dial-a-Ride service). One or more representatives of the company are scheduled to attend this Work Session to provide an overview of their operations as well as take any questions or comments that the Council may have on the services they provide.

Attachments:
1. Hiawathaland Faribault Brochure



EFFECTIVE SEPTEMBER 4, 2021

FARIBAULT

Call Dispatch Toll Free:

866-623-7505

email: tdispatchers@threeriverscap.org
www.threeriverscap.org

Hiawathaland Transit is administered by
Three Rivers Community Action, Inc.
TTY-MN Relay Service
1-800-627-3529

Three Rivers Community Action, Inc. will not discriminate because of ethnicity, race, color, creed, religion, national origin, sex, sexual orientation, disability, age, marital status, membership or activity in a local human rights commission, or status with regard to public assistance.

Services

ROUTES:
Monday- Friday 6:00 am - 6:00 pm
DIAL-A-RIDE:
Monday - Friday 5:00 am - 5:00 pm
Saturday - 12:00 pm - 5:00 pm
DISPATCH:
Monday through Friday
5:00 am - 7:00 pm
Saturday (CLOSED SUNDAYS)
7:30 am - 4:00 pm

Fares

Single Ride Cash (Route).....$1.25
Single Ride Cash (Dial-a-Ride).....$1.75

Passes/Tokens

Monthly Pass (Routes only).....$31-$38

Student School Pass (Routes only)…..$20
Tokens are available in any quantity

Passes and tokens sold at: City Hall & Three Rivers

No Service *Holidays*

NEW YEARS DAY
EASTER DAY
MEMORIAL DAY
JULY 4TH
LABOR DAY
THANKSGIVING (& FRIDAY AFTER)
CHRISTMAS DAY

Additional *Information*

- Each bus is handicap accessible
- 24 hour advance notice is encouraged for any ride needing the use of the lift
- Assistants accompanying a person with disabilities ride free
- Tokens or passes are encouraged
- Drivers DO NOT make change
- Passengers are required to pay fare before their ride and will be charged for any no-call no-shows
- Children 2 and under ride free with paying adult. Maximum 1 free child per adult
- Route deviations available upon request
- No cost for immediate transfers to another route at designated locations
- Buses DO NOT enter trailer/mobile parks, apartment complexes, or multi-use/multi-family dwellings
- No food, beverages, or smoking on buses
- Curb-to-curb service only
- Please understand traffic and weather conditions may delay buses

Faribault Blue Route

1. City Hall (2nd Ave NW)	6:00	6:45	7:30	8:15	9:00	9:45	10:30	11:15	12:00	12:45	1:30	2:15	3:00	3:45	4:30	5:15
2. Faribault High School	-	-	7:35	-	-	-	-	-	-	-	-	-	3:05	-	-	-
3. Walmart	6:07	6:52	-	8:22	9:07	9:52	10:37	11:22	12:07	12:52	1:37	2:22	-	3:52	4:37	5:22
4. Hyvee	6:11	6:56	-	8:26	9:11	9:56	10:41	11:26	12:11	12:56	1:41	2:26	-	3:56	4:41	5:26
5. Cannon River Mobile Homes	6:15	7:00	7:45	8:30	9:15	10:00	10:45	11:30	12:15	1:00	1:45	2:30	3:15	4:00	4:45	5:30
6. Mill City	6:17	7:02	7:47	8:32	9:17	10:02	10:47	11:32	12:17	1:02	1:47	2:32	3:17	4:02	4:47	5:32
7. Village at Park Avenue Apartments	6:20	7:05	7:50	8:35	9:20	10:05	10:50	11:35	12:20	1:05	1:50	2:35	3:20	4:05	4:50	5:35
8. Fareway Foods	6:25	7:10	7:55	8:40	9:25	10:10	10:55	11:40	12:25	1:10	1:55	2:40	3:25	4:10	4:55	5:40
9. Jenny-O Turkey	6:28	7:13	7:58	8:43	9:28	10:13	10:58	11:43	12:28	1:13	1:58	2:43	3:28	4:13	4:58	5:43
10. 10th St NW & Central Ave	6:31	7:16	8:01	8:46	9:31	10:16	11:01	11:46	12:31	1:16	2:01	2:46	3:31	4:16	5:01	5:46
1. City Hall (2nd Ave NW)	6:35	7:20	8:05	8:50	9:35	10:20	11:05	11:50	12:35	1:20	2:05	2:50	3:35	4:20	5:05	5:50

Faribault Red Route

1. City Hall (2nd Ave NW)	6:00	6:45	7:30	8:15	9:00	9:45	10:30	11:15	12:00	12:45	1:30	2:15	3:00	3:45	4:30	5:15
2. Library	6:03	6:48	7:33	8:18	9:03	9:48	10:33	11:18	12:03	12:48	1:33	2:18	3:03	3:48	4:33	5:18
3. 1200 Autumn Drive	6:08	6:53	7:38	8:23	9:08	9:53	10:38	11:23	12:08	12:53	1:38	2:23	3:08	3:53	4:38	5:23
4. Merrywood & Prairie	6:09	6:54	7:39	8:24	9:09	9:54	10:39	11:24	12:09	12:54	1:39	2:24	3:09	3:54	4:39	5:24
5. Golden Meadows	6:11	6:56	7:41	8:26	9:11	9:56	10:41	11:26	12:11	12:56	1:41	2:26	3:11	3:56	4:41	5:26
6. Robinwood	6:14	6:59	7:44	8:29	9:14	9:59	10:44	11:29	12:14	12:59	1:44	2:29	3:14	3:59	4:44	5:29
7. Faribault Senior Living	6:18	7:03	-	8:33	9:18	10:03	10:48	11:33	12:18	1:03	1:48	2:33	-	4:03	4:48	5:33
8. Jefferson Elementary	-	-	7:46	-	-	-	-	-	-	-	-	-	3:16	-	-	-
9. Faribault High School	-	-	7:48	-	-	-	-	-	-	-	-	-	3:18	-	-	-
9. Hyvee	6:22	7:07	7:52	8:37	9:22	10:07	10:52	11:37	12:22	1:07	1:52	2:37	3:22	4:07	4:52	5:37
9. Walmart	6:27	7:12	7:57	8:42	9:27	10:12	10:57	11:42	12:27	1:12	1:57	2:42	3:27	4:12	4:57	5:42
9. Town Square	-	7:16	-	8:46	9:31	10:16	11:01	11:46	12:31	1:16	2:01	2:46	-	4:16	5:01	-
9. City Hall (2nd Ave NW)	6:35	7:20	8:05	8:50	9:35	10:20	11:05	11:50	12:35	1:20	2:05	2:50	3:35	4:20	5:05	5:50

Council Work Session Memorandum

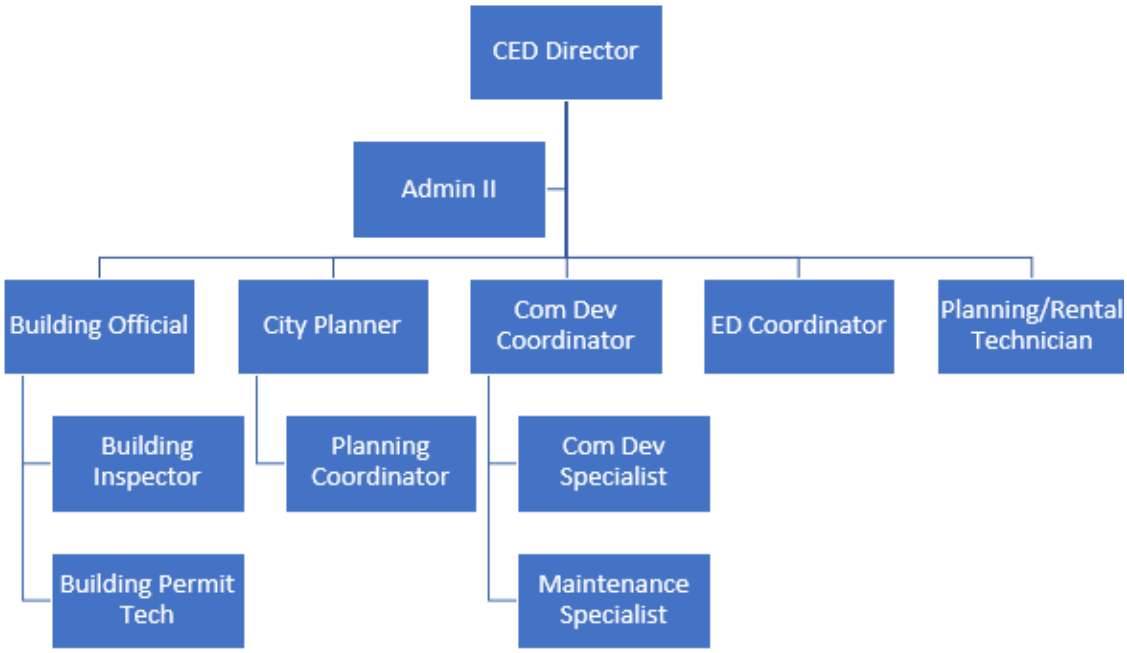
TO:	Mayor and City Council
THROUGH:	Tim Murray, City Administrator
FROM:	Deanna Kuennen, Community and Economic Development Director
MEETING DATE:	May 17, 2022
SUBJECT:	Proposed Reorganization within the Community and Economic Development Department

Discussion:

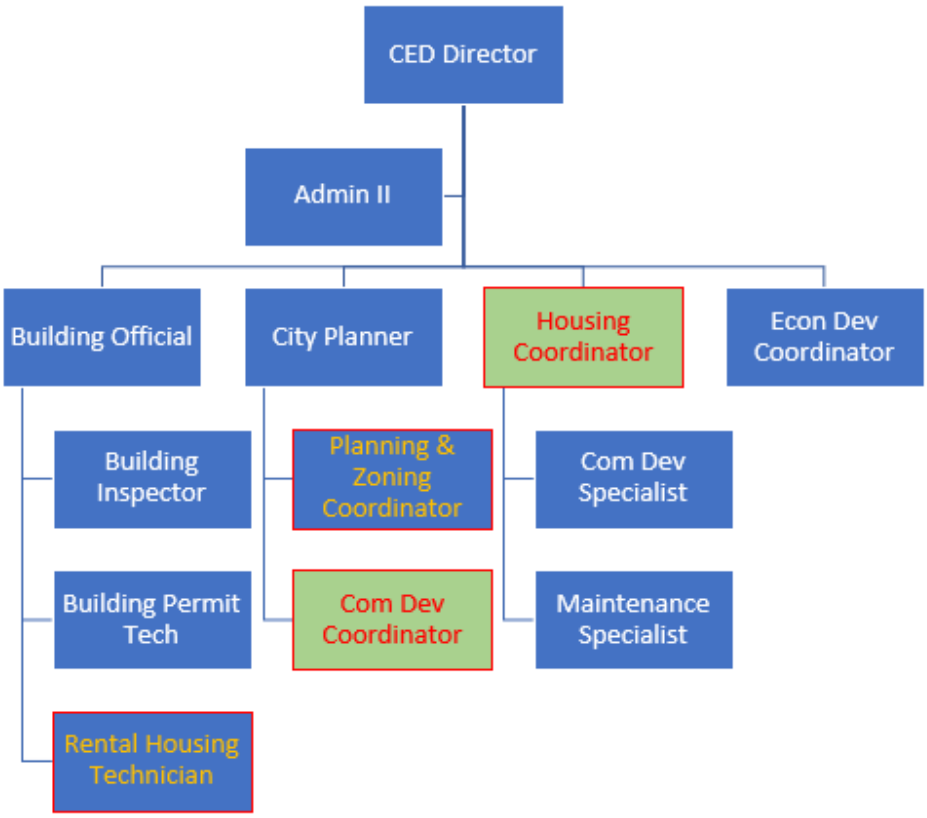
OVERVIEW OF the PROPOSED REORGANIZATION

With the departure of the Community Development Coordinator last August, there was an opportunity to reassess the overall needs and functionality of the department, and review the existing department positions and job descriptions. Based on that assessment, the following reorganization is being proposed. The primary purpose of this reorganization is to separate the duties of the Community Development Coordinator into housing program responsibilities (HRA and HUD/MHFA related) versus community development project-based work. The proposed reorganization results in the addition of one position – but with more defined responsibilities and additional capacity for the overall department to focus on priority areas that align with Community Vision 2040 and the implementation of the recently adopted Comprehensive Plan.

EXISTING Department Structure



PROPOSED Department Structure



The following outlines the roles and responsibilities of the proposed each position:

Housing Coordinator

Previously, the Community Development Coordinator was responsible for all US Department of Housing and Urban Development (HUD) and Minnesota Housing Finance Agency (MHFA) program administration and management, and special community development projects such as staffing the Heritage Preservation Commission (HPC), working on new housing development, serving on Main Street committees, and other community-based projects. With the proposed reorganization, the Housing Coordinator would no longer be involved in the special community development projects, but would be solely responsible for all administration of the HUD and MHFA programs (management of the 49 units of scattered site Public Housing and 51-unit Section 8 project-based apartment) to include all reporting and program administration, supervision of the Community Development Specialist and Maintenance Specialist, and property management. By separating the duties, there would continue to be a singular point of contact to facilitate all HUD and MHFA management responsibilities and oversee contract obligations for Robinwood and Public Housing, facilitate the RAD repositioning process and transition (including archiving and data retention), and manage the HRA property portfolio (51-unit building / 49 units scattered site) and tenant relations.

This position would:

- Report to the CED Director
- Supervise the Community Development Specialist and the Building Maintenance positions
- Fulfill all HUD reporting/administration duties
- Manage MHFA programs including reporting/administration
- Oversee tenant relations and lease enforcement
- Prepare and manage a Capital Improvement Program for the property portfolio

The HR Manager has worked with the City's consultant to review and score the position and job duties. Based on this review, the position is considered a professional-level supervisory position, and received a Grade J score.

Community Development Coordinator

This position would no longer be involved in the administration of HUD/MHFA programs. Instead – this position would focus on coordinating and managing projects and programs related to community development, historic preservation, and the integration of sustainability principles and goals into projects and programs to support Community Vision 2040 and the implementation of the Comprehensive Plan. It is envisioned that this

position would be equivalent to an entry-level planner position, and would work under the supervision of the City Planner. This position would staff both the Heritage Preservation Commission and the Environmental Commission, oversee the activities and initiatives within the downtown historic preservation district, and work closely with the City Planner and CED Director on special projects and sustainability initiatives.

This position would:

- Report to the City Planner
- Work on special projects and plan implementation
- Serve as the staff liaison to the Heritage Preservation Commission - making recommendations, identifying projects, applying for grants
- Work under the direction of the City Planner to advance sustainability initiatives - to include assisting with the administration of GreenSteps Cities, serving as the staff liaison to the Environmental Commission, developing plans, identifying funding

This position would not have supervisory responsibilities and would be considered entry-level. The HR Manager also worked with the City's consultant to review the position duties, and the position has been scored as a Grade H.

<u>Department Impacts</u>
There is a fiscal impact on the City by taking the existing Community Development Coordinator position and dividing it into a Housing Coordinator and redefined Community Development Coordinator position. However, the long term impact is not equivalent to adding an entirely new position because there are also cost savings associated with the reorganization of the department as a whole. Also, there will be no additional impact in 2022 due to timing for filling the proposed positions.

This year:

- The City has realized cost-savings by waiting to fill the vacant Community Development Coordinator position. The position was vacated at the end of August 2021.
- Hiring the two proposed positions mid-year will be equivalent in cost to the budgeted position.

Moving Forward:

- The existing Community Development Coordinator position as it stands today, is a higher grade/step/wage than what the proposed newly defined Community Development Coordinator and the Housing Coordinator position will be.

- The proposed Housing Coordinator position can be fully funded through the HRA Indirect Cost Allocation since 100-percent of that position will be associated with the HUD and MHFA programs. Currently, only 75% of the existing Community Development Coordinator position is funded through the HRA Indirect Cost Allocation.
- As part of the proposed reorganization, all of the existing job descriptions were reviewed and updated. The Planning Coordinator job description was revised to more accurately reflect the requirements and duties of the position. The new lower score/grade/wage will result in cost savings that will offset the expenses associated with adding a new position to the department.

	Total Salary + Benefits TODAY	Total Salary + Benefits PROPOSED	Inc/Dec. in Budget
City Planner	$133,107.00	$135,000.60	$1,893.60
Planning Coordinator	$120,403.00	$98,791.80	($21,611.20)
Housing Coordinator	$0.00	$98,291.80	$98,291.80
Comm. Dev. Coordinator	$120,402.20	$87,310.20	($33,092.00)
		TOTAL BUDGET IMPACT	$45,482.20

Staff is seeking input from City Council on the reorganization proposal.

Attachments:

Council Work Session Memorandum

TO:	Mayor and City Council
THROUGH:	Tim Murray, City Adminstrator
FROM:	Deanna Kuennen, Community & Economic Development Director
MEETING DATE:	May 17, 2022
SUBJECT:	Proposal for Public Electric Vehicle Charging Stations

Discussion:

As society transitions to electric vehicles (EVs), we should ensure Faribault has adequate EV chargers. The City of Faribault currently has one electric vehicle and one plug-in hybrid vehicle, but the number of EVs in the fleet (and the need for EV chargers) is expected to grow over time. In addition, commuters and visitors to Faribault will need access to chargers in public locations. The City currently has one fast charger and one dual-head level two charger scheduled to be installed west of Redemption. These chargers are being installed through the Volkswagen Settlement Fund at no cost to the City.

Sarah Shapiro, Faribault's Minnesota GreenCorps member, researched how other Minnesota communities provide public charging stations. Based on Sarah's research, Staff recommends that the City work with Carbon Solutions Group (CSG). CSG installs, owns, and operates EV chargers across the country. CSG provides chargers in Lakeville, Plymouth, and other Minnesota communities and proposes installing fast chargers and level 2 chargers at several Faribault locations, including City Hall. The City would not have upfront costs for the chargers, but CSG would require a fee (comparable to other chargers throughout the country) for City fleet vehicles and the public wishing to use a CSG charger. The City would designate the EV parking spaces and receive a fee from CSG (similar to a licensing fee) for CSG to place their chargers in City-owned parking spaces.

Staff requests Council direction on CSG's draft proposal to install EV chargers for City fleet and public use. Presuming the Council agrees with the basic concept of the proposal, Staff will work with CSG to develop a detailed proposal for further Council review and action. Refer to the attached memorandum from Sarah Shapiro for additional

information. Sarah will provide a more detailed review of CSG's draft proposal at the Council work session.

Attachments:

1. Overview of Carbon Solutions Group Proposal for EV Chargers

Memorandum

DATE: May 10, 2022

TO: David Wanberg, City Planner

FROM: Sarah Shapiro, Minnesota GreenCorps Member

SUBJECT: Proposal for Electric Vehicle Charging Stations

Carbon Solutions Group Free EV-Charging Program

Introduction:

Electric vehicle (EV) production is on the rise, with sales expected to exceed those of gasoline-powered cars by 2028. This transition will reduce the use of fossil fuels, leading to lower carbon dioxide emissions, air pollution, and total operating costs. As Faribault is located along two rivers and two highways, it is a city particularly prone to increased flooding with climate change and harmful health effects from air pollution. Therefore, it is in the City's best interest to encourage EV adoption. One of the greatest current barriers to EV adoption is lack of charging availability. Faribault currently has privately-owned Level 2 Charging Stations at Goodwill and Harry Brown's with a DC Fast Charger currently under construction downtown; to promote the EV transition and to ensure Faribault residents and visitors have a place to charge once they purchase an EV, the City should provide more charging stations sooner rather than later. The City department heads recommend obtaining charging stations through Carbon Solutions Group's no-cost, no-risk Free EV-Charging Program.

Free EV-Charging Program from Carbon Solutions Group:

Carbon Solution Group (CSG) offers to provide EV charging stations at no cost to the City. This deal includes the electrical work necessary to install the charging station, the charging station itself, and any necessary maintenance. CSG would take most of the revenue from charging vehicles,

although Faribault would receive a portion of the profits. This includes a monthly $15 per level 2 Charging Station and $50 per DC Fast Charger as part of the agreement. This monthly licensing fee would result in an annual revenue of $5460 for the City with no strings attached if it accepts all 14 charging stations. Once the utilization exceeds 5%, the City will receive an extra $15 per Level 2 and $50 per DCFC per percent utilization above 5% per year. The City should not expect to receive any of this annual bonus during the first few years after charging stations are installed. CSG has offered to install one Level 2 Charging Station and one DC Fast Charger in seven locations within Faribault: City Hall, Public Works, the Fire Department, Police Department, Community Center, North Alexander Park, and Heritage Park. A deal with CSG consists of a required 10-year contract with two 5-year renewal options. During the contract, Faribault would not be able to use those parking spaces for anything except EV charging. Once the contract ends, CSG would remove the charging stations but the infrastructure would remain in place.

The City would also have the option to lease electric fleet vehicles from CSG, with the money taken out of the profit from the monthly license fee and annual utilization bonus. Plymouth, Lakeville, and Chanhassen have all recently made deals to obtain charging stations from CSG, with many more Minnesota cities expected to in the near future. CSG would offer a demand-based charging rate, with a discount for City fleet vehicles. The cost of public charging is expected to be around 30 cents/kWh, and the discount for the City would depend on the number of vehicles and miles driven.

Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: John Sherwin, Chief of Police
MEETING DATE: May 17, 2022
SUBJECT: Enterprise Fleet Management for Police Vehicles

Discussion:

Police Leadership, City Administrator Murray, and Finance Director Day recently met with representatives from Enterprise Fleet Services to discuss vehicle procurement and purchasing options for the Police Department. The department currently utilizes capital funds to purchase and replace City-owned police vehicles on an annual basis. Enterprise Fleet Services conducted an analysis of the department's 23 marked and unmarked cars in mid-April. Based on that analysis, Enterprise has proposed converting the police fleet from owner-purchased to an open-end lease arrangement. Based on conservative estimates, a phased conversion of the Department's 23 fleet vehicles from owned to leased has the potential to save the City over $455,000. The lease arrangement allows for a quicker cycle of vehicles, thus reducing the average vehicle holding period from 7.67 years to 3.76 years by 2026. Enterprise bases their cost savings on the following:

- Lower maintenance costs.
- Greater fuel efficiency and reduced fuel costs.
- Data analytics that identify the optimal time to maximize vehicle resale value.

In addition to cost savings, the Department has the potential to benefit through the reallocation of staff time normally spent on the procurement and sale of fleet vehicles. Procurement of vehicles has been particularly difficult in the years since the pandemic due to supply chain and manufacturing issues. As the largest single buyer of vehicles in the U.S., Enterprise has allocated arrangements with all major vehicle manufacturers, thus greatly increasing our ability to obtain new vehicles in a timely manner.

The purpose of this Agenda Item is to seek Council input and direction regarding vehicle acquisition and fleet management.

Attachments:

1. City of Faribault PD Fleet Analysis
2. Copy of City of Faribault PD fleetlist

City of Faribault - Fleet Profile

Fleet Profile

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage
Mid Size SUV 4x4	11	7.8	8,100
Mid Size SUV 4x4-ERV	9	3.1	15,400
1/2 Ton Pickup Quad 4x4	3	4.9	10,300
Totals/Averages	23	5.6	11,200

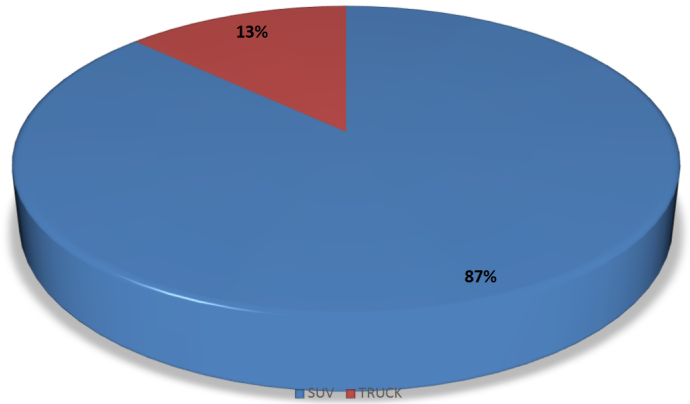
Fleet Replacement Schedule

2022	2023	2024	2025	2026	Under-Utilized
7	2	1	0	1	0
3	3	1	0	2	0
1	1	0	1	0	0
11	6	2	1	3	0

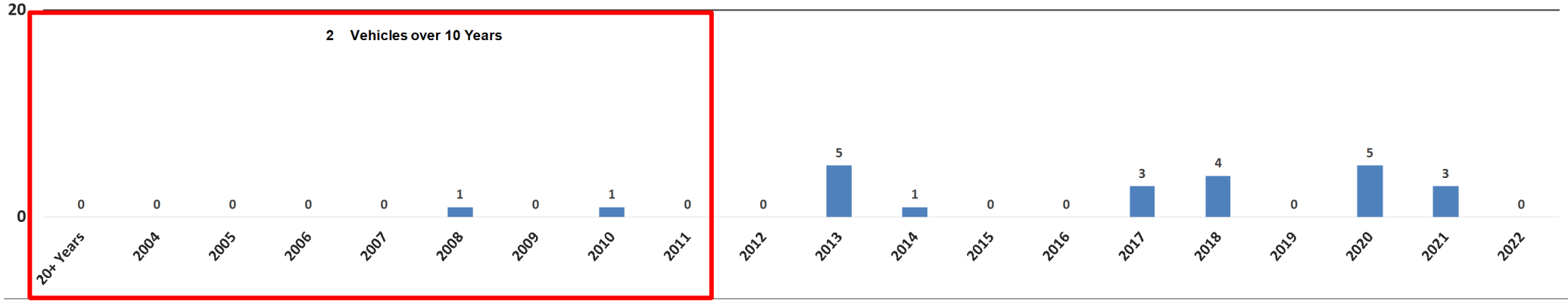
Replacement Criteria

* Fiscal Year 2022 = 6 years old and older, or odometer over 60,000
* Fiscal Year 2023 = 4 years old and older, or odometer over 40,000
* Fiscal Year 2024 = 3 years old and older, or odometer over 30,000
* Fiscal Year 2025 = 2 years old and older, or odometer over 20,000
* Fiscal Year 2026 = Remaining Vehicles
* Underutilized = Annual Mileage less than 1,000

Vehicle Types



Model Year Analysis



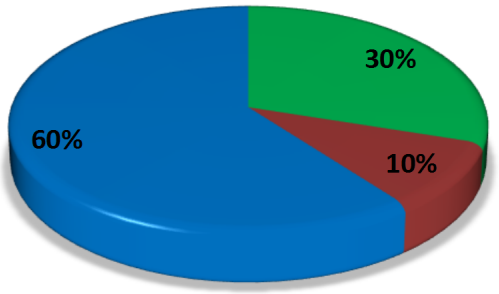
City of Faribault - Fleet Planning Analysis

Current Fleet	23	Fleet Growth	0.00%	Proposed Fleet	23
Current Cycle	7.67	Annual Miles	11,200	Proposed Cycle	3.78
Current Maint.	$75.00			Proposed Maint.	$58.21
Maint. Cents Per Mile	$0.08	Current MPG	14	Price/Gallon	$3.50

Fleet Costs Analysis

	Fleet Mix					Fleet Cost						Annual
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	23	3.0	23	0	130,000	0			20,700	64,400	215,100	0
'22	23	11	12	11	0	98,245	-116,500		18,484	57,292	57,522	157,578
'23	23	6	6	17	0	156,449	-101,000		17,275	53,415	126,140	88,960
'24	23	2	4	19	0	175,849	-28,000	-91,817	16,872	52,123	125,028	90,072
'25	23	9	3	20	0	191,869	-24,000	-35,433	16,671	51,477	200,584	14,516
'26	23	6	0	23	0	214,653	-36,500	-44,657	16,067	49,538	199,101	15,999
'27	23	4	0	23	0	214,653		-138,075	16,067	49,538	142,182	72,917
'28	23	12	0	23	0	214,653		-57,836	16,067	49,538	222,422	-7,322
'29	23	5	0	23	0	214,653		-11,277	16,067	49,538	268,981	-53,881
'30	23	1	0	23	0	214,653		-126,949	16,067	49,538	153,309	61,791
'31	23	11	0	23	0	214,653		-80,089	16,067	49,538	200,169	14,931

10 Year Savings	$455,561	Avg. Sustainable Savings	$17,687



Current Fleet Equity Analysis

YEAR	2022	2023	2024	2025	2026	Under-Utilized
QTY	11	6	2	1	3	0
Est $	$10,591	$16,833	$14,000	$24,000	$12,167	$0
TOTAL	$116,500	$101,000	$28,000	$24,000	$36,500	$0
Estimated Current Fleet Equity**					$306,000	

* Lease Rates are conservative estimates

**Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection

Lease Maintenace costs are exclusive of tires unless noted on the lease rate quote.

KEY OBJECTIVES

Lower average age of the fleet

9% of the current light and medium duty fleet is over 10 years old

Resale of the aging fleet is significantly reduced

Reduce operating costs

Newer vehicles have a significantly lower maintenance expense

Newer vehicles have increased fuel efficiency with new technology implementations

Maintain a manageable vehicle budget

Challenged by inconsistent yearly budgets

Currently vehicle budget is underfunded

enterprise FLEET MANAGEMENT

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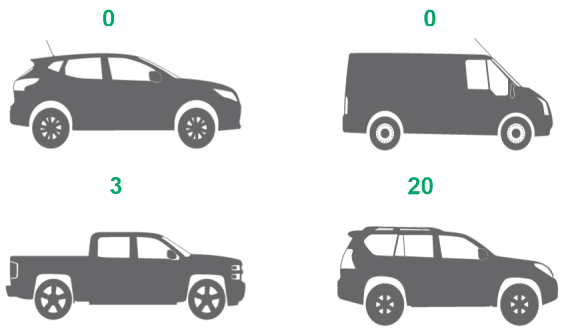
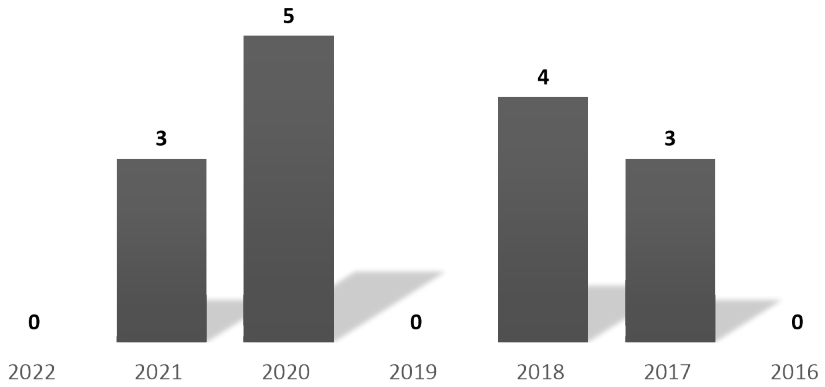
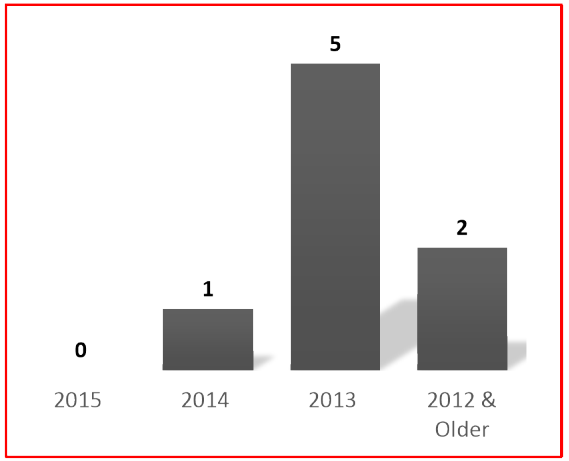
23	5.6	11,200	3.0	2013	7.67
FLEET SIZE	AVG AGE	AVG ANNUAL MILEAGE	AVG ANNUAL ACQUISITIONS	AVG MODEL YEAR	HOLDING PERIOD

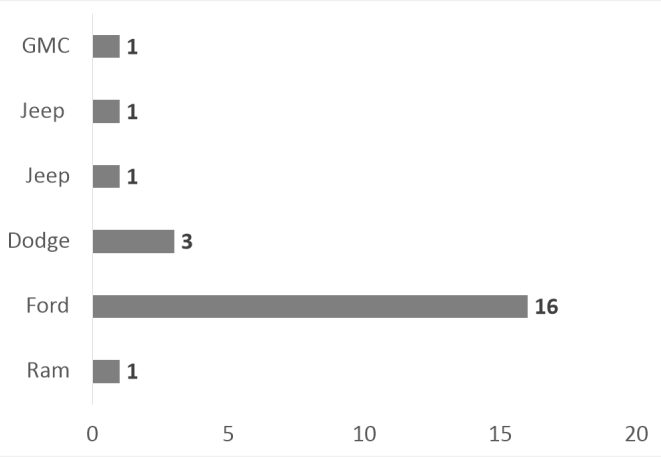
0K – 20k	20K – 40k	40K – 60k	60K – 80k	80K – 100k	100k & >
5	4	5	0	5	4

Vehicle Class









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City of Faribault Replacement Worksheet

Vehicle #	VIN	Department	Year	Make	Model	Current Odometer	Estimated Value from FSM	Assigned Category	Recommended Replacement Year	New Replacement Category	Notes
1214	1C6RR7LT5ES309655	INVESTIGATIONS	2014	Ram	slt Crew v8	117,794	$17,000.00	1/2 Ton Pickup Quad 4x4	2022	1/2 Ton Pickup Quad 4x4	
313	1FAHP2M80DG143480	INVESTIGATIONS	2013	Ford	Taurus	33,055	$9,500.00	Mid Size SUV 4x4	2022	Mid Size SUV 4x4	
613	1FAHP2M82DG143481	INVESTIGATIONS	2013	Ford	Taurus	45,714	$8,500.00	Mid Size SUV 4x4	2022	Mid Size SUV 4x4	
2013	1FM5K8AR1DGB78908	Admin	2013	Ford	Utility Interceptor	120,445	$8,500.00	Mid Size SUV 4x4	2022	Mid Size SUV 4x4	
1817	1FM5K8AR5HGD92483	PATROL	2017	Ford	Utility Interceptor	81,449	$13,500.00	Mid Size SUV 4x4-ERV	2022	Mid Size SUV 4x4-ERV	
1118	1FM5K8AR6JGB92041	PATROL	2018	Ford	Utility Interceptor	86,909	$14,500.00	Mid Size SUV 4x4-ERV	2022	Mid Size SUV 4x4-ERV	
417	1FM5K8AR7HGD92484	PATROL	2017	Ford	Utility Interceptor	87,984	$13,500.00	Mid Size SUV 4x4-ERV	2022	Mid Size SUV 4x4-ERV	
113	1FM5K8B85DGA31495	INVESTIGATIONS	2013	Ford	Utility Interceptor	84,020	$10,500.00	Mid Size SUV 4x4	2022	Mid Size SUV 4x4	
808	1FMEU73E98UB01595	COMMUNITY SERVICE	2008	Ford	Utility Interceptor	104,619	$4,500.00	Mid Size SUV 4x4	2022	Mid Size SUV 4x4	
2210	1GKUKKE32AR290401	Admin	2010	GMC	Yukon XL	136,000	$8,500.00	Mid Size SUV 4x4	2022	Mid Size SUV 4x4	
1913	2C4RDGBGXDR736096	INVESTIGATIONS	2013	Dodge	Grand Caravan	86,638	$8,000.00	Mid Size SUV 4x4	2022	Mid Size SUV 4x4	
1318	1C4HJXDG1JW196321	COMMUNITY SERVICE	2018	Jeep	Wrangler	5,648	$22,000.00	Mid Size SUV 4x4	2023	Mid Size SUV 4x4	
1420	1FM5K8AB2LGB22848	PATROL	2020	Ford	Utility Interceptor	52,523	$14,500.00	Mid Size SUV 4x4-ERV	2023	Mid Size SUV 4x4-ERV	
918	1FM5K8AR8JGB92042	PATROL	2018	Ford	Utility Interceptor	58,580	$12,500.00	Mid Size SUV 4x4-ERV	2023	Mid Size SUV 4x4-ERV	
1620	1FM5K8AW7LGB12707	PATROL	2020	Ford	Utility Interceptor	46,038	$14,500.00	Mid Size SUV 4x4-ERV	2023	Mid Size SUV 4x4-ERV	
717	1FM5K8B86HGA89539	INVESTIGATIONS	2017	Ford	Utility Interceptor	41,836	$12,500.00	Mid Size SUV 4x4	2023	Mid Size SUV 4x4	
2318	1FTEX1EP1JFB85591	COMMUNITY SERVICE	2018	Ford	F150 4x4	36,029	$25,000.00	1/2 Ton Pickup Quad 4x4	2023	1/2 Ton Pickup Quad 4x4	
520	1C4SDJFT7LC283570	Admin	2020	Dodge	Durango pursuit	34,200	$14,500.00	Mid Size SUV 4x4	2024	Mid Size SUV 4x4	
1720	1FM5K8AB4LGB22849	PATROL	2020	Ford	Utility Interceptor	35,089	$13,500.00	Mid Size SUV 4x4-ERV	2024	Mid Size SUV 4x4-ERV	
1520	1FTEX1EB6LKF47817	COMMUNITY SERVICE	2020	Ford	F150 4x4	17,821	$24,000.00	1/2 Ton Pickup Quad 4x4	2025	1/2 Ton Pickup Quad 4x4	
1021	1C4RJFAG9MC732103	INVESTIGATIONS	2021	Jeep	Grand Cherokee	6,712	$8,500.00	Mid Size SUV 4x4	2026	Mid Size SUV 4x4	
2121	1C4S0JFT2MC763419	PATROL	2021	Dodge	Durango pursuit	6,021	$13,500.00	Mid Size SUV 4x4-ERV	2026	Mid Size SUV 4x4-ERV	
221	1FM5K8ABXMGC02318	PATROL	2021	Ford	Utility Interceptor	5,691	$14,500.00	Mid Size SUV 4x4-ERV	2026	Mid Size SUV 4x4-ERV	

Council Work Session Memorandum

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: May 17, 2022
SUBJECT: Review Board and Commission Application

Discussion:

There is a vacancy on the Planning Commission due to the resignation of one of the members earlier this year. The City has received an application for the Planning Commission--if the Council supports appointment of the applicant, they would fill out the remainder of the term of the vacant seat (January 31, 2023).

Attachments:

1. Caron, Sara - Planning Commission Application

Heather Slechta

From: noreply@civicplus.com
Sent: Tuesday, May 10, 2022 1:57 PM
To: Heather Slechta
Subject: Online Form Submittal: Boards and Commissions Application

Boards and Commissions Application

Select the Board, Commission or Committee you wish to apply for	Planning Commission
First Name	Sara
Last Name	Caron
Address1	[redacted]
Address2	
City	Faribault
State	MN
Zip	55021
Phone Number	[redacted]
Email	
Occupation	Office Manager
List the day and hours you are available for meetings	*Field not completed.*
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which one(s)?	*Field not completed.*
Have you served on a Board, Commission or Committee before>	No
If yes, which one(s)?	*Field not completed.*

Please list your reasons for your interest to serve on this board or commission	Interested in the growth of Faribault
Please list your experience or expertise you can provide if appointed	As a resident my husband and I have done lots of home projects requiring permits etc. I was Maintenance Manager for Invitation Homes in the metro area. I managed the maintenance of about 1800 residential rental homes.
Personal Reference 1	[redacted]
Personal Reference 2	

Email not displaying correctly? View it in your browser.

Council Work Session Memorandum

TO:	Mayor and City Council
THROUGH:	
FROM:	Tim Murray, City Administrator
MEETING DATE:	May 17, 2022
SUBJECT:	Creation of River Bend Nature Center Ad Hoc Committee

Discussion:

The Executive Director of River Bend Nature Center (RBNC), Breanna Wheeler, scheduled a meeting with City staff on May 5, 2022 to discuss potential revisions to the current Lease and Operating Agreement (adopted in 2014). Paul Peanasky, Parks and Recreation Director, Councilmember Spooner (the Council-appointed representative to the RBNC Board), and I attended the meeting on behalf of the City. A copy of the meeting outline is attached, along with a copy of the Lease and Operating Agreement.

At the conclusion of the meeting, the following two points were made. First, the RBNC Board should propose the changes (as specific as possible) that they wish to see made to the agreement. Second, I would recommend that the City Council create an Ad Hoc committee (which would consist of the Mayor and two councilmembers, and meetings of which are open to the public) to meet with RBNC representatives to evaluate and discuss proposed changes to the agreement.

Attachments:

1. 2022-05-05 Preliminary Meeting for RBNC and City to Discuss Agreement
2. RBNC (River Bend Nature Center) Lease and Operating Agreement

RBNC / City Agreement Preliminary Discussion
Thursday, May 5, 2022 – 4 PM at RBNC

Purpose: To share initial thoughts on areas that need change on a revised agreement and to understand what may be possible with regard to revisions, determine a timeline, process, etc.

Agenda –

1. Thank you / recognition of City support that is not detailed in the agreement – recent brush removal, winterizing Trailside, paving/curbing upper parking lot, area of paving trail after windstorm took down large tree and uprooted part of trail, lights in parking lot, etc.
2. RBNC is proud to be a major community asset, open to all with no entrance fees providing important environmental education, conservation, and recreational opportunities, year-round. We strive to be the best stewards we can be of the land and facilities and follow our agreements.
3. Overall themes from RBNC's review of the 2014 agreement:
    a. Risk management
        i. Roles / responsibilities / funding
            1. The current agreement places responsibility for maintaining significant infrastructure on RBNC (buildings, trails, overlooks, docks, decks,)—Bridges are not mentioned in the agreement, but are of concern.
            2. We question if this continues to make sense given that regular maintenance (buildings, bridges, docks) has not been performed for quite some time likely due to RBNC not having adequate financial resources. See 2022 budget and compare against the costs for example of hiring an engineer to assess/repair infrastructure.
            3. To leave these maintenance and repair activities undone puts both RBNC and the City at risk in the event of an insurance claim or law suit.
            4. Can the City fund structural improvements and repair/maintenance of structures such as buildings, trails, overlooks, docks, decks, bridges, etc.?
            5. RBNC needs help so we don't draw attention away from our mission/purpose and what we do best: education, conservation, outdoor recreation, and community connections. We cannot withdraw amounts that cut into the principal and spend endowment as directed in Article III. 3. This does not comply with UPMIFA. A small, sustainable % is taken annually and is currently needed to support operations.
    b. Review entire agreement for clarifications / notes
        i. Wording changes
        ii. Endowment law – UPMIFA – Uniform Prudent Management of Institutional Funds Act governs how a charity is to administer donor permanently restricted funds
        iii. Incident response / Insurance
            1. Recommend a joint discussion with insurance brokers for both parties
            2. Could you supply the City insurance certificate for RBNC? Order needs to be determined.
            3. Ensure we are covering The Nature Conservancy owned acres and RBNC owned acres.
        iv. Reporting / Schedule
4. City review / perspective on areas needing change
5. Next steps

Thank you!

RIVER BEND NATURE CENTER
LEASE AND OPERATING AGREEMENT

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

RECITALS

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I
PREVIOUS AGREEMENTS

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

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

ARTICLE II
OPERATIONS

1. River Bend Responsibilities.

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

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

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

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

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

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

2. City Obligations.

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

ARTICLE III
FINANCIAL

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

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

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

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

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

ARTICLE IV
LEASE OF CITY PROPERTY

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V
INSURANCE AND LIABILITY

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

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

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

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

b. Insurance to be Maintained by the City. The City shall be responsible for obtaining and maintaining property and general liability insurance for all land and facilities of the Nature Center.

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

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

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

ARTICLE VI
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

CITY OF FARIBAULT

By: _____
John R. Jasinski
Its: Mayor

By: _____
Brian J. Anderson
Its: City Administrator

RIVER BEND NATURE CENTER, INC.

By: Ben Van Gundy
Its: Executive Director

By: _____

Its: _____

EXHIBIT A

Legal Description of the City Property

[to be added]

EXHIBIT B

Legal Description of The Nature Conservancy Property

[to be added]