

MEMORANDUM OF UNDERSTANDING
for Rice County Public Safety Center Related Improvements

WHEREAS, the County of Rice, acting by and through its Board of County Commissioners, hereinafter referred to as the “County”, and the City of Faribault, Minnesota, acting by and through its City Council, hereinafter referred to as the “City”, have negotiated the general terms and conditions for the cooperation of completing public improvements related to the construction of the new Rice County Public Safety Center; and

WHEREAS, the County and City have reviewed and discussed the proposed public improvements and have developed a preliminary understanding of terms and conditions to proceed with said public improvements; and

WHEREAS, the County and City wish to enter into this memorandum to establish the framework for completing the public improvements of the roadways and public infrastructure, to include the improvements to be made, amount and terms of compensation, and other requirements; and

NOW, THEREFORE, BE IT MUTUALLY AGREED, Rice County does hereby agree to:

- Deed to the City all of Rice County PID 18.19.4.25.001
- Deed to the City all of Rice County PID 18.19.1.75.001 south of the centerline of the City of Faribault Official Map No. 1 – East View Drive
- Deed to the City all of Rice County PID 18.19.1.50.001 south of the proposed right-of-way for the extension of East View Drive east of TH 3
- Dedicate to the City a trail and drainage and utility easements either via plat or separate easement document a width not to exceed 100-feet along the old railroad corridor from the centerline of the City of Faribault Official Map No. 1 – East View Drive to the northern limits of Rice County PID 18.19.1.75.001
- Rice County agrees to dedicate all necessary future public right of way for the extension of East View Drive east of its current proposed terminus as needed to facilitate the construction of a future street extension across the Cannon River as shown on the City of Faribault Official Map No. 1 – East View Drive
- Rice County shall select, contract and manage the construction contract including making payments directly to the selected contractor, and the hiring of a qualified design consultant for the extension of 1st Avenue NW and East View Drive roadway and public utility extensions outside of the City’s separate contract identified as SP 6612-102, SAP 125-010-017, City Contract 2023-04.
- Rice County agrees to cooperate with the City and the property owners at 18295 Faribault Boulevard, in the platting of the property PID 11.19.1.25.004, and dedicating the necessary right-of-way for the City improvement contract identified as SP 6612-102, SAP 125-010-017, City Contract 2023-04.
- Rice County shall select, contract and manage the construction contract including making payments directly to the selected contractor, and the hiring of a qualified design consultant for the design and construction of a regional stormwater basin and storm sewer infrastructure within the public roadways. County shall pay their prorated share of the design and construction of said regional stormwater basin based on a contributing share of acres drained to the basin. County shall also dedicate a public drainage and utility easement over said basin if deemed necessary.

- Rice County agrees to pay for the standard sewer access charge (SAC) and water access charge (WAC) fees for the new public safety center according to the rates and policies in effect at the time of building permit submittal. SAC/WAC units shall be calculated according to the “Police Station” business type category in the City’s adopted classification table found here: <https://metro council.org/Wastewater-Water/Funding-Finance/Rates-Charges/Sewer-Availability-Charge/SAC-Pubs/Appendix-A-SAC-Criteria-for-Commercial-Properties.aspx>
- If deemed necessary to serve the Rice County Public Safety Center and other adjacent land owned by the County identified for future redevelopment, Rice County agrees to pay for all costs related to the design and construction of a public lift station.
- Rice County agrees to acknowledge the City of Faribault as a partner in the development of the Rice County Public Safety Center Development as well as any future development on the surrounding lands served by the street and public infrastructure extensions.
- Rice County agrees in lieu of submitting a cash escrow for development review fees does hereby agree to reimburse the City for costs that would normally be paid from said escrow within 30 days of the City submitting an invoice to the County. City shall invoice the County for eligible expenses no more than monthly.

ALSO, BE IT MUTUALLY AGREED, the City of Faribault does hereby agree to:

- Reimburse the County for the construction costs of the extension of public sanitary sewer and watermain within 1st Avenue NW and East View Drive outside of the City’s separate contract identified as SP 6612-102, SAP 125-010-017, City Contract 2023-04. Said reimbursement shall be on terms and conditions mutually acceptable to the City and County.
- City agrees to quit claim deed to the County all City interest in any excess roadway easements related to the former TH 218 corridor.
- Reimburse the County based on their prorated share of the design and construction of said regional stormwater basin and storm sewer infrastructure within the public roadways based on a contributing share of acres drained to the basin. Said reimbursement shall be on terms and conditions mutually acceptable to the City and County.
- Reimburse the County for all construction oversizing costs of the public infrastructure including public utilities and street costs.
- City agrees to allow the County to dedicate a future public lift station if deemed necessary to the City and said lift station to become the property of the City and be operated and maintained by the City similar to other lift stations in the City. City also agrees to pay a prorated portion of the lift station design and construction costs if said lift station is determined to serve a service area in addition to lands owned by Rice County.
- City of Faribault agrees to acknowledge Rice County as a partner in the redevelopment of any of the parcels deeded to the City by the County.

ALSO, BE IT MUTUALLY AGREED, that said terms of this memorandum of understanding shall be the basis for the drafting and execution of a development agreement between Rice County and the City of Faribault and all other standard development agreement terms not included in this memorandum shall apply.

IN WITNESS OF THE ABOVE, the parties have caused this memorandum of understanding to be executed on the date and year written below.

COUNTY OF RICE

By: _____ Date _____
Jim Purfeerst, Chairperson

By: _____ Date _____
Sara Folsted, County Administrator

STATE OF MINNESOTA)
)ss
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Jim Purfeerst and Sara Folsted, the chairperson and county administrator, respectively, of the County of Rice.

Notary Public

CITY OF FARIBAULT

By: _____ Date _____
Kevin F. Voracek, Mayor

By: _____ Date _____
Timothy C. Murray, City Administrator

STATE OF MINNESOTA)
)ss
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Kevin F. Voracek and Timothy C. Murray, the mayor and city administrator, respectively, of the City of Faribault.

Notary Public