

Pursuant to due call and notice thereof, a meeting of the North Mankato Port Authority Commission was held in the Council Chambers of the Municipal Building on Monday, July 18, 2022.

Treasurer Dehen called the meeting to order at 6:30 p.m. The following were present: Commissioners Norland, Dehen, Oachs, Steiner, Whitlock, Executive Vice President McCann, Interim Assistant Treasurer Ryan, and Secretary Van Genderen. Absent: Commissioner Kaus and Olenius.

Approval of the Minutes

Commissioner Oachs moved, seconded by Commissioner Norland, to approve the minutes of the Port Authority meeting of May 16, 2022. Vote on the motion: Norland, Dehen, Oachs, Steiner, and Whitlock, aye, no nays. Motion carried.

Approval of Bills

Commissioner Norland moved, seconded by Commissioner Steiner, to approve the bills. Vote on the motion: Norland, Dehen, Oachs, Steiner, and Whitlock, aye, no nays. Motion carried.

Receiving Financial Report.

Executive Vice President McCann reviewed the Port Authority's Financial Report. The report reviewed the 2021 adopted and 2022 proposed budgets. The 2022 proposed budget has increased expenditures of \$177,250, mainly due to expenses related to the Norwood Inn maintenance and operations. The Port Authority General Fund's main funding is the \$75,000 Tax Levy and TIF administration fees. Port Authority General Fund expenditures include Regional Economic Development Alliance dues of \$30,789, City Center Partnership Art Walk for \$5,000, Greater Mankato Growth of \$3,566, audit services for \$4,936, transfers for Debt service of \$12,294, and professional services of \$11,846. The Port Authorities Joint Economic Development Fund is a partnership with BENCO Electric Co-op that began in 1990 to develop the North Port, Industrial Park. The fund acquires and develops property and is a Revolving Loan Fund for development. North Port began with 382 acres, of which 305 acres are now occupied. The development has provided approximately 1,100 jobs, and as of 2022, the Taxable Market Value of the Industrial Park is \$73,821,200. Executive Vice President McCann reviewed the TIF Districts, noting eleven districts with three districts, LJP, Ziegler, and Lindsay, coming off in 2021. He said the Belgrade Redevelopment TIF would be going on in 2022. He reported that the original tax capacity for the eleven TIFs was \$82,332, and the current Tax Capacity is \$550,518. Executive Vice President McCann reviewed the Revolving Loan Funds. The Federal Revolving Loan Fund's eligibility is based on Federal requirements. The Local Revolving Loan Funds are less stringent and create opportunities for loan programs like the Northside Revivals and the COVID-19 Loans. The Federal Revolving Loan has six loans with an original issue amount of \$1,159,434.39 and an outstanding balance of \$519,658.32. The Local Revolving Loans program has two loans with an issuance amount of \$75,000 and an outstanding balance

of \$34,900.95. The Northside Revivals program has one forgivable loan of \$2,610.00 and an outstanding balance of \$2,110.00. There are fourteen COVID Assistance loans with an issue amount of \$134,400.00 and an outstanding balance of \$91,842.98. Executive Vice President McCann reviewed the Port Authority Debt with an issuance amount of \$9,405,000 and an outstanding balance of \$7,900,000. Executive Vice President McCann reviewed the recent land purchases and sales for the past four years which includes the sale of property in 2017 to Palmer Bus Service and Blue Star Power Systems, 2018-the sale of a downtown lot to Spinners Bar and Grill in 2019-and, the sale to D&K Powder Coating and in 2021 the City purchased the Norwood In property which is now leased to HyLife Foods. That lease terminates in August of 2023, and staff is working on the redevelopment of the property. Commissioner Steiner moved, seconded by Commissioner Oachs, to accept the Financial Report. Vote on the motion: Norland, Dehen, Oachs, Steiner, and Whitlock, aye, no nays. Motion carried.

Election of Officers.

Commissioner Norland moved, seconded by Commissioner Steiner, to approve the election of officers and appointment of staff as listed below:

Office	Appointee
President	Duane Olenius
Vice President	Ben Kaus
Treasurer	Mark Dehen
Appoint Interim Assistant Treasurer	Jessica Ryan
Appoint Executive Vice President	Kevin McCann
Appoint Secretary	April Van Genderen

Vote on the motion: Norland, Dehen, Oachs, Steiner, and Whitlock, aye, no nays. Motion carried.

Other Business

None

Open Meeting to the Public

None

There being no further business, Commissioner Steiner moved, seconded by Commissioner Oachs, to adjourn. Vote on the motion: all ayes. Motion carried. The meeting was adjourned at 6:53 p.m.

President

Secretary



City of North Mankato, MN

Port Authority Claims

By Fund

Payment Dates 7/21/2022 - 9/6/2022

Vendor Part Number	Vendor Name	Payment Date	Amount
Fund: 228 - PORT AUTHORITY			
	FREDRIKSON & BYRON, P.A.	07/27/2022	655.50
			Fund 228 - PORT AUTHORITY Total:
			<u>655.50</u>
Fund: 234 - LOCAL REVOLVING LOAN FUND			
	ETS CORPORATION	08/01/2022	3.39
			Fund 234 - LOCAL REVOLVING LOAN FUND Total:
			<u>3.39</u>
Fund: 371 - PORT AUTH TAX GO TIF REV BONDS 2011B			
	COMPUTERSHARE	07/29/2022	8,095.00
			Fund 371 - PORT AUTH TAX GO TIF REV BONDS 2011B Total:
			<u>8,095.00</u>
			Grand Total:
			<u><u>8,753.89</u></u>

Authorization Signatures

Port Authority

The above claims list is approved by:

MARK DEHEN - COMMISSIONER

JAMES WHITLOCK - COMMISSIONER

DIANE NORLAND - COMMISSIONER

WILLIAM STEINER - COMMISSIONER

SANDRA OACHS - COMMISSIONER

DUANE OLENIUS - COMMISSIONER

BENJAMIN KAUS - COMMISSIONER

MEMORANDUM

TO: North Mankato Port Authority
Kevin McCann, City Administrator

FROM: Mike Fischer, Community Development Director

DATE: August 30, 2022

SUBJECT: MDC Land Purchase Agreement Amendment

In May of 2015, the Port Authority sold 9.11 acres of land in the Northport Industrial Park to MDC Development for the construction of a 50,000 sq. sf. warehouse. Since that time, MDC has sold the property to Volk Investments Company. As part of the original sale, the Port Authority and MDC entered into the attached Land Purchase Agreement. Under number 10, Criteria for Development of the Property, the purchaser agreed to follow certain criteria for future development of the property, including 10(b), "the building will be constructed of tip-up concrete panels or other masonry materials. All future expansion to the building or separate buildings will be constructed of tip-up concrete panels or other masonry materials."

As Volk Investments is proposing to construct a 90,000 sq. ft. addition to the building using a metal Butler TextureWall Panel that is marketed to have the finish and appearance of masonry precast wall panels, this construction material is inconsistent with the original Land Purchase Agreement.

According to Volk Investments, due to timing and cost of masonry precast wall panels, the Butler TextureWall Panel System is the preferred construction material. Specifically, the use of tip-up concrete panels has an increased cost of \$250,000 and requires an additional 60 days to complete the addition. Therefore, an amendment to the attached original Land Purchase Agreement is requested.

For your consideration, attached is an amendment to the original Land Purchase Agreement which amends 10(b) to allow the addition to be constructed of a TextureWall Panel System material. As number 17 in the original agreement states that the agreement can only be modified in written form by the Seller and the Purchaser, MDC would sign as the Purchaser.

LAND PURCHASE AGREEMENT

This agreement is made this 18th day of May, 2015, by and between the North Mankato Port Authority Commission, a Minnesota Municipal Corporation ("Seller") and MDC Development, LLC ("Purchaser").

In consideration of the mutual covenants and undertakings contained herein, the parties agree as follows:

1. Purchase of Land. Seller hereby agrees to sell Purchaser and Purchaser hereby agrees to buy from Seller, on the terms and conditions set forth herein, certain real property described as Lot 2, Block 2, Northport No. 5 as shown on Exhibit A and described in paragraph 2 (the "Land"). The parcel contains 9.11 acres more or less. The Land is vacant. No personal property is included in the sale.
2. Purchase Price. The purchase price ("Purchase Price") for the Land is \$398,107, which is calculated as follows:
 - a. The purchase price is \$43,700 per acre for the Land described as Lot 2, Block 2, Northport No. 5. Said property contains 9.11 acres, subject to any and all easements of record.
3. Payment for Property. The Purchase Price will be payable as follows: \$1,000 by Purchaser's check upon execution of this Purchase Agreement (the "Earnest Money") and the balance in cash or immediately available funds at Closing.
4. Marketable Title. In exchange for the Purchase Price, the Seller agrees to execute and deliver a Warranty Deed conveying marketable title to the Land to Purchaser.
5. Documents to be Delivered by Seller. Within forty-five (45) days after the date hereof, Seller shall, as a condition precedent to Purchaser's obligation to proceed with the Closing, deliver to the Purchaser the following:
 - a. The Abstract of Title or Copy of Current Certificate of Title.
 - b. Copies of all surveys and any maps of tile locations that may exist for the property.
6. Inspection. At Purchaser's expense, Purchase, its agent and designees, are hereby granted the right at any time or times after the date hereof to enter upon and to inspect, analyze, survey, and test the Land. Purchaser shall hold Seller harmless for any liability resulting solely from the entering upon the Land or performing of any of the tests or inspections referred to in this paragraph by Purchaser, its agents or designees; however, nothing herein shall impose liability on Purchaser for or require Purchaser to hold Seller harmless for any liability for, any environmental remediation which, based on Purchasers tests or inspections, may be required under applicable laws or regulations
7. Additional Covenants and Warranties of the Seller. Seller covenants and warrants to Purchaser as follows:

- a. Seller has title to the Land described in paragraph 2a.
- b. There are, and on the Closing Date there will be, no tenants, persons or entities occupying or having a right to occupy the Land or any part thereof.
- c. At Closing, no contracts or agreements shall be in effect with respect to the Land by which Purchaser shall be bound.
- d. Seller has received no notice, order, or other communication from any governmental body having jurisdiction over the Land requiring any improvement to or alteration of the Land. If it receives any such notice, order or other communications, Seller shall notify Purchaser promptly in writing and shall include with its notice to Purchaser a copy of the notice, order or communication received by Seller.
- e. There is no action, litigation, investigation, condemnation or proceedings of any kind pending or threatened against Seller or the Land which would affect the Land, any portions thereof or title thereto and Seller has not knowledge of any reasonable basis for the commencement of any such action, litigation, investigation, condemnation or proceeding. Seller shall give Purchaser prompt written notice if any such action, litigation, investigation, condemnation, or proceeding is commences or threatened on or prior to the Closing Date.
- f. Seller has not engaged in prior to the Closing Date and will not engage in the business of generating, transporting, storing, treating or disposing of asbestos, PCBs, petroleum products or other toxic or hazardous substances, hazardous waste, pollutants or contaminants, including, but not limited to, substances designated as hazardous substances, hazardous waste, pollutants or contaminants in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., in the so-called "Minnesota Superfund Bill", Minnesota Statutes Chapter 115B, or in other applicable laws, ordinances, rules or regulations (all of the foregoing are herein collectively referred to as "Hazardous Substances") on the Land; the Land has not been used for storing or disposal of Hazardous Substances during or prior to the period that Seller has been an owner of the Land; the Land nor any of its various components contains, is composed of, or emits any Hazardous Substance. There are no underground storage tanks, or septic systems, located on the Land and there are not wells (as the term "wells" is defined in Minnesota Statutes Chapter 10311) located on the Land, whether in use, not in use or sealed.

8. Closing: Closing Date. The date of closing will be on or before July 1st, 2015 (the "Closing Date"). The Closing shall take place at Lamm Nelson & Cich, 151 St. Andrews Court, Suite 1310, Mankato, Minnesota, or another location mutually acceptable to both the Seller and the Purchaser. At the Closing, Seller shall deliver to Purchaser:

- a. A Warranty Deed to be properly executed on behalf of Seller in recordable form with all applicable transfer taxes paid conveying the Land to Purchaser and warranting title thereto subject to no exceptions except those which Purchaser has expressly agreed to and accepted.
- b. All certificates, instruments, and other document necessary to permit the recording of the Warranty Deed.
- c. A Standard Seller's Affidavit with respect to judgments, bankruptcies, tax liens, mechanics' liens, parties in possession, unrecorded interest, encroachment or boundary line questions and related matters, properly executed on behalf of Seller.

9. Seller's Contingency: Notwithstanding anything to the contrary contained in this Agreement, the consummation of the transaction contemplated by this Agreement and the Closing herein provided for shall be contingent upon:

- a. The North Mankato Port Authority Commission holding a public hearing and approving the sale of the Land

If Seller gives written notice to Purchaser that the contingencies above are duly satisfied or waived, Purchaser and Seller shall proceed to close the transaction as contemplated herein.

If Seller's contingency not satisfied, or is not satisfied on time, and is not waived, this Agreement shall thereupon be void at the written option of Seller, and the Purchaser shall execute and deliver to each other a termination of this Agreement. As a contingent Agreement, the termination of this Agreement is not required pursuant to Minnesota Statutes, Section 559.21 et. seq.

10. Criteria for Development of the Property. Purchaser agrees that the following criteria will be followed for any and all developments on the property;

- a. The building shall not be less than 50,000 square feet in size.
- b. The building will be constructed of tip-up concrete panels or other masonry materials. All future expansions to the building or separate buildings will be constructed of tip-up concrete panels or other masonry materials.
- c. For expansion purposes, the south wall of the building may be constructed of textureWall panel wall system for a period of up to 36 months. If after 36 months, Purchaser determines expansion will not occur, then the south wall of the building will be removed and the south wall of the building will be constructed of tip-up concrete panels or other masonry materials.
- d. Purchaser will provide a scaled site plan from a licensed Civil Engineer and architectural drawings by a licensed Architect.
- e. All parking lot areas will be hard surfaced and include concrete B-design curb and gutter
- f. A storm water detention pond is required for the project and must be designed and sized by a licensed Civil Engineer.
- g. Purchaser will present a landscaping plan to the City for approval.
- h. Purchaser will present a lighting and signage plan for City approval.
- i. Construction of the building commences within six months of closing

11. Real Estate Taxes and Special Assessments. Real estate taxes and special assessments due and payable in the year of Closing and all years prior to that in which the Closing occurs, including any amounts otherwise payable in such years which may have been deferred pursuant to Minnesota Statutes or other applicable law, shall be paid by Seller. Real estate taxes due and payable in the year after the closing occurs shall be paid by Purchaser.

12. Income and Expenses, Possession. Seller agrees to deliver possession of the Land to Purchaser on the Closing Date. Any income and expenses shall be prorated and adjusted as of the Closing Date.

13. Risk of Loss. Risk of loss to the Land prior to the time of Closing shall remain with the Seller.

14. Closing Cost/Recording Fees/Deed Tax. The Purchaser will pay; (a) the closing fees charged by the title insurance or other closing agent, if any, utilized to close the transaction contemplated

by this Agreement; and (b) the recording fee for the deed transferring title to Purchaser. Seller will pay (a) any transfer taxes and Well Disclosure fees required to enable Purchaser to record its deed from Seller under this Agreement; and (b) fees and charges related to the filing of any instrument required to make title marketable. Each party shall pay its own attorney fees.

15. Notices. All documents to be delivered and all correspondence and notices to be given in connection with this Agreement shall be in writing and given by personal delivery or sent by Registered or Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

If to Seller: North Mankato Port Authority Commission
1001 Belgrade Avenue
North Mankato, MN 56003
ATTN: Executive Vice President

If to Purchaser: MDC DEVELOPMENT, LLC
15760 ACORN TRAIL
FARIBAULT, MN 55021
ATTN: TROY F. ZABINSKI

16. Default/Remedies. Should Purchaser default in the performance of its obligations to purchase hereunder, Seller may, at its sole remedy cancel and terminate this Agreement. Should Seller default in the performance of its obligations hereunder, Purchaser shall have and may pursue all rights and remedies available to Purchaser hereunder, at law or inequity, or otherwise, but limited to, damages and specific performance.

17. Complete Agreement. This is a final Agreement between the Parties and contains the entire Agreement between Seller and Purchase and superseded any other written or oral agreement between the parties related to the Land. This Agreement can be modified only in written form properly signed on behalf of the Seller and Purchaser.

18. Time of the Essence. Time is of the essence in the performance of this Agreement.

19. Governing Law. This Agreement is made and entered into under the laws of Minnesota, and Minnesota law shall govern its construction and enforcement.

In WITNESS WHEREOF the parties have executed this Agreement as of the day and year first written above.

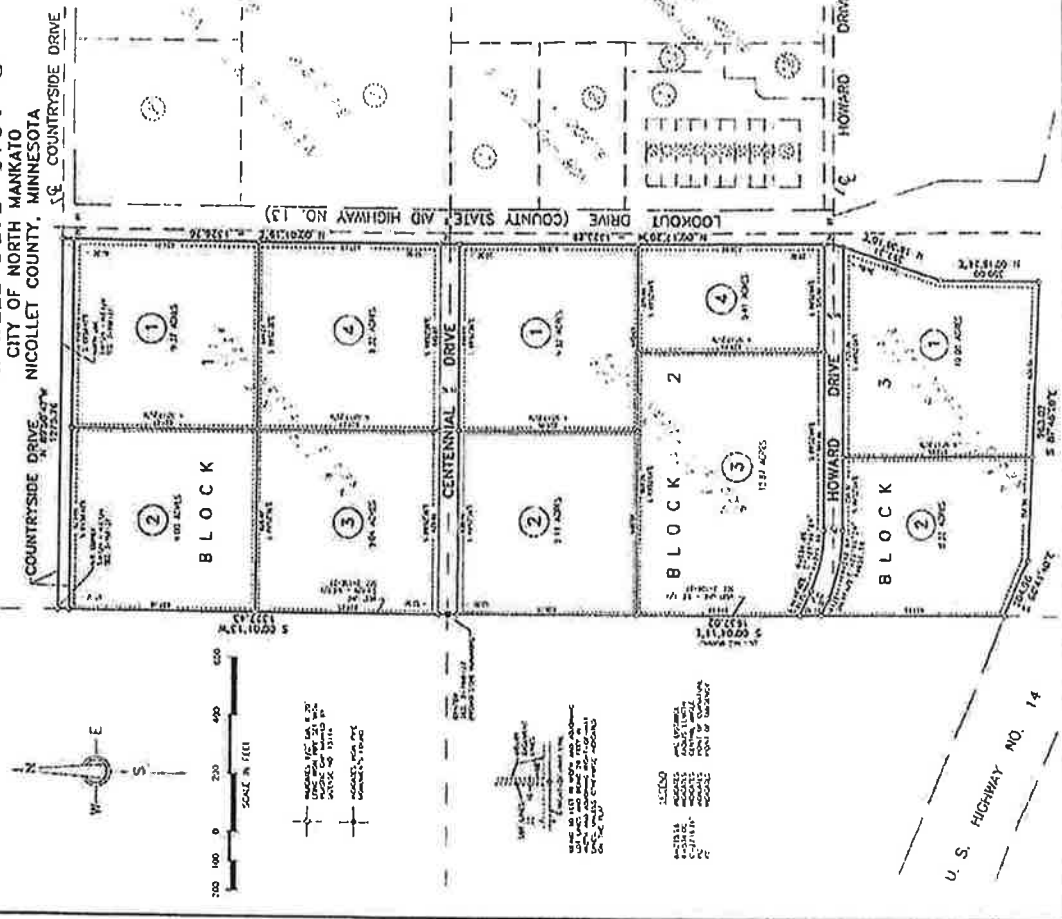
MDC DEVELOPMENT, LLC

By: Troy F. Zabinski
Its: CHIEF FINANCIAL MANAGER

NORTH MANKATO PORT AUTHORITY

By: [Signature]
Its: Executive Vice President

NORTHPORT NO. 5
 CITY OF NORTH MANKATO
 MINNESOTA
 NICOLLET COUNTY



STATEMENT OF INTENTIONS

I, the undersigned, hereby certify that the above described property is the property of the City of Northport, Minnesota, and that the same is being offered for sale by public auction on the 15th day of August, 1906, at 10 o'clock a.m., at the Court House in the City of Northport, Minnesota, for the purpose of raising money to defray the cost of the construction of a sewer system for the City of Northport, Minnesota, and for the purpose of paying the interest on the bonds of the City of Northport, Minnesota, issued for the purpose of raising money to defray the cost of the construction of a sewer system for the City of Northport, Minnesota.

I hereby certify that the above described property is the property of the City of Northport, Minnesota, and that the same is being offered for sale by public auction on the 15th day of August, 1906, at 10 o'clock a.m., at the Court House in the City of Northport, Minnesota, for the purpose of raising money to defray the cost of the construction of a sewer system for the City of Northport, Minnesota, and for the purpose of paying the interest on the bonds of the City of Northport, Minnesota, issued for the purpose of raising money to defray the cost of the construction of a sewer system for the City of Northport, Minnesota.

WITNESSED my hand and the seal of the City of Northport, Minnesota, this 15th day of August, 1906.

City Clerk

WITNESSED my hand and the seal of the County of Nicollet, Minnesota, this 15th day of August, 1906.

County Clerk

THIS PLAT WAS PREPARED BY SURVEY SERVICES INC. under No. 4-3

AMENDMENT

Now Comes Forth, the North Mankato Port Authority Commission, a Minnesota Municipal Corporation and MDC Development, LLC who agree as follows:

Whereas, the parties previously entered into an agreement on the 18th day of May 2015 and,

Whereas, the parties at Paragraph #17 of that agreement stated that the Agreement could be modified only in written form properly sign on behalf of the Seller and Purchaser.

Now, Therefore, the parties agree as follow:

Paragraph 10(b) of the original agreement shall be amended to read as follows:

The building will be constructed of Tip-Up concrete panels or other masonry materials. Any future Expansion (post 2015) may use TextureWall panel system exterior materials.

Dated: _____

MDC DEVEOPMENT, LLC

BY: _____

It's: _____

**NORTH MANKATO PORT AUTHORITY
COMMISSION**

By: _____

It's: _____

Volk Investments
2155 Ringhofer Drive
North Mankato, MN

August 18, 2022

Warehouse Addition

The existing agreement specified “Tip-up concrete panels” or “Other masonry materials”. It does not specify any level of finish, paint or texture.

Tip-up or Tilt-Wall concrete panels are defined as poured and cast on site and “tilted up” in place. They are typically uninsulated wall panels with a plain concrete finish. We have not seen this type of wall panel construction specified on any of our projects over the last 40 years. They are more common in the south where wall insulation is not required.

Masonry is a general term for concrete block which serves as the structural back up or supporting wall. Then it is typically clad or finished with brick or EIFS.

The existing building was not constructed using either a “tip-up” or “masonry” wall panel and the agreement did not specify an exterior finish.

The wall panel that was approved and installed is a Precast wall panel that was manufactured in a plant, hauled to the site and erected in place. The panels are cast with insulation sandwiched between 2 layers of reinforced concrete to satisfy energy code requirements. The outer layer has a light broom finish and then painted.

Butler’s Texturewall panel is high density insulation sandwiched between heavy gauge metal with a hard aggregate fiber reinforced polymer finish similar to EIFS or stucco. The panel was designed to satisfy the zoning rules that prohibit or limit the use of prefinished metal panels. See attached brochure.

The finish and appearance of the Texturewall panels very closely matches the finish on the Precast Wall panels.

I have also attached the Building Design standards from the City of Faribault for Industrial Districts. The standards were updated several years ago to reflect the variety of materials and finishes that they have approved to limit the use of prefinished metal panels.

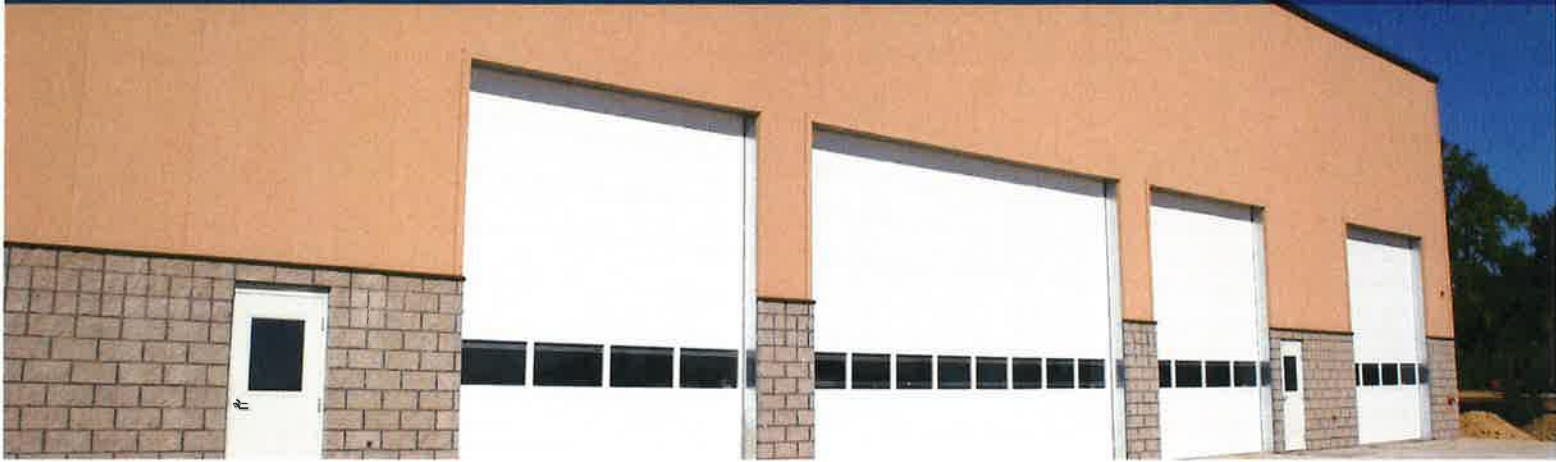
A variance to the agreement has already been allowed and approved for the existing building with the use of Precast wall panels. We are requesting that the agreement be modified to strike out “Tip-up concrete panels or other masonry materials” and insert: “Precast wall panels or a Texturewall panel with similar finish and appearance” for the proposed building addition.

The increased cost of almost \$250,000.00 and additional 60 days to complete the project with precast concrete walls creates a financial burden to market the warehouse at competitive lease rates. Tenants are not willing to pay higher lease rates for precast.



TextureWall™ Panel Wall System

Add a classic stucco appearance with lasting durability and enhanced efficiency



Create Classic Beauty

The exterior face of the TextureWall system features the Texture-Cote™ finish system—a hard aggregate-fiber-reinforced polymer finish that creates its characteristic stucco appearance. The metal interior face is finished in an attractive, virtually flat finish with a polyester white color that is USDA approved. This can act as a finished interior wall or can be used for the application of other wall materials.

Customize The Look

The rich textured surface of the Texture-Cote finish system is available in four attractive color options. Each is designed to complement other building materials, including Butler wall and roof systems. And with its 42-inch panel width, the TextureWall system creates a stunning monolithic stucco appearance.



Note: Colors shown may vary from actual samples due to variations in the printing process. Colors and color availability subject to change without notice.

The classic beauty of stucco. The enhanced performance of a Butler® building system. You can add this attractive combination of benefits with the TextureWall™ panel wall system. The textured look of this system makes it particularly ideal in instances where local building ordinances require a masonry or stucco exterior.

Choose the TextureWall system to add the beauty of stucco in applications such as retail centers, churches, recreational and community facilities, and more.

Assure Lasting Durability

The TextureWall system's durable surface resists the effects of impact, abrasion, and harsh weather. And unlike field-applied finishes that are vulnerable to damp or cold weather during installation, TextureWall panels can be erected in virtually any weather condition.

Built-in Energy Efficiency

The TextureWall system's factory-installed foam core insulation and thermal break

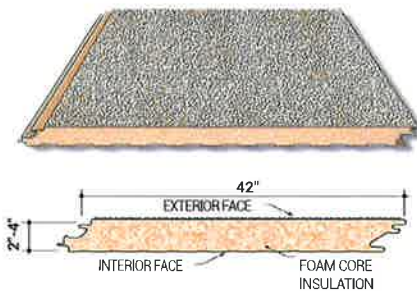
joint design deliver excellent energy efficiency, with an R-value from 15 to 32 depending on panel thickness. The factory-applied joint sealant provides a complete wall system weather barrier. Panels are offered in 2 out to 4-inch thicknesses.

Fast Installation

Installation of the Texture-Cote system can be performed from the exterior of the building, which saves time and money.

Compare Our Warranty

While many field-applied systems offer a prorated 5-year warranty on the coating material only, Butler stands behind the Texture-Cote finish system with a full 10-year warranty on material and application.



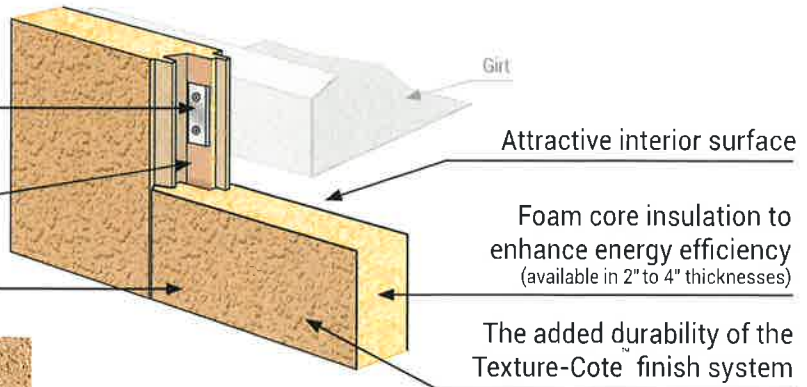
TextureWall™ Panel Wall System

Panel-to-Structure Attachment

Concealed clip provides easy exterior installation and clean look

Thermal break joint to enhance energy efficiency

The classic textured look of stucco, with a 10-year finish warranty



Four attractive colors

The Butler Difference

Butler Builders provide complete construction services with single-source responsibility

- Reputable professionals with extensive knowledge of local building codes

Maximize your building's performance with a complete Butler® system solution

- Innovative structural, wall and roof systems
- Precision-engineered for seamless integration

Key Benefits

- The classic textured look of stucco satisfies many local building codes requiring masonry or stucco exteriors
- 10-year finish warranty
- Can be erected in virtually all weather conditions
- Foam core insulation and thermal break joint enhance energy efficiency
- Attractive interior metal panel provides finished look without the need for additional materials
- The added durability of the Texture-Cote™ finish system
- Four attractive colors
- Wide 42" panels create a monolithic appearance



Butler Manufacturing
Kansas City, MO
816-968-3000

www.butlermfg.com

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Form No. 5218 9/21



- (1) Access to light and air of surrounding properties.
- (2) Shadowing of any adjacent residential areas.
- (3) The scale and character of surrounding uses.
- (4) Preservation of views of landmark buildings, significant open spaces or water bodies.

(Ord. No. 99-20, § 1, 11-23-99)

Sec. 12-80. Building design and construction.

- (A) *In general.* All buildings and structures shall meet applicable Building Code requirements. Additionally, the following standards are established to encourage architectural creativity and diversity, to create a lessened visual impact upon surrounding land uses, and to establish uniformity in acceptable exterior construction materials for industrial development.
- (B) All building facades must be designed with architecturally finished materials, with primary building materials being limited to the following:
 - (1) Modular masonry materials such as brick, block, and stone.
 - (2) Precast concrete or aggregate panels.
 - (3) Stucco or stucco-like materials.
 - (4) Glass.
 - (5) Prefinished metal architectural panels, subject to the provisions indicated in Section 12-80(C) below.
- (C) The use of prefinished metal architectural panels shall be allowed, provided that no more than seventy (70) percent of the front elevation and no more than eighty (80) percent of any additional street-facing elevation consists of such material. Elevations with interstate exposure on a lot that abuts the interstate right-of-way shall include non-metal accent materials covering at least thirty (30) percent of said elevation, with at least fifty (50) percent of such material placed above the mid-point of the building.
- (D) The following building types and materials are expressly prohibited in the industrial districts:
 - (1) Wood as an exterior wall finish, except where used as accent material.
 - (2) Corrugated metal roofing or siding.
 - (3) Exposed, untextured, uncolored, unaugmented concrete.
- (E) All subsequent additions and outbuildings constructed after the erection of an original building or buildings shall be constructed of materials comparable to those used in the original construction and shall be designed in a manner conforming to the original architectural design and general appearance.

(Ord. No. 99-20, § 1, 11-23-99; Ord. No. 2008-09, § 5, 5-13-08)

Sec. 12-90. Site design considerations.

Development of land within the industrial districts shall follow established standards for traffic circulation, landscape design and buffering, and other considerations as specified in Chapter 4, Site Plan Review.

(Ord. No. 99-20, § 1, 11-23-99)