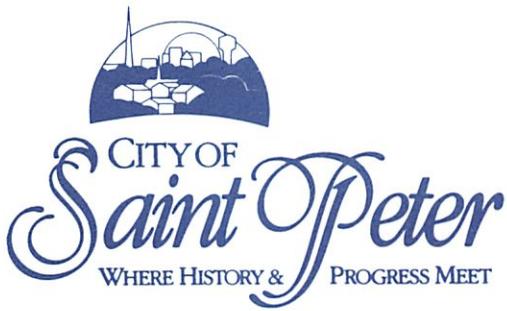


**CITY OF SAINT PETER, MINNESOTA
AGENDA AND NOTICE OF MEETING**

Regular Workshop Session of Monday, November 21, 2016
Library Meeting Room – 5:30 p.m.
601 South Washington Avenue

- I. **CALL TO ORDER**
- II. **DISCUSSION**
 - A. WELCO West Development Agreement Modification
 - B. County Road 5 Parking Restrictions
 - C. Purchase Policy Review
 - D. Transit Update
 - E. Board of Appeal Training
 - F. APPA Rally
 - G. Others
- III. **ADJOURNMENT**

Office of the City Administrator
Todd Prafke



Memorandum

TO: Todd Prafke
City Administrator

DATE: 11/18/16

FROM: Russ Wille
Community Development Director

RE: WELCO West (Mike and Julie Drummer) – Requested
Development Agreement Amendment

ACTION/RECOMMENDATION

None needed. For Council review and discussion only.

BACKGROUND

As part of the Council workshop on November 21st, Mike Drummer (Heartland Homes) will appear to offer an explanation for his request to amend the executed Development Agreement for the completion of WELCO West Subdivision.

In February, 2014, the City entered into a Development Agreement with Mike and Julie Drummer for the completion of the WELCO West Subdivision which had been subject to tax forfeiture.

The executed Development Agreement obligated Drummer to replat WELCO West resulting in parcels prepared for the development of thirty-two (32) single family homes, eleven (11) townhouse units and a forty (40) unit multi-family structure. The replatting was accomplished and construction of the single-family homes and the forty unit multi-family apartment building is well under way.

The construction of the eleven townhouse units has been delayed. Changes to the adopted building code would require that a fire sprinkler system be installed within the attached townhouse units. The cost to install the required sprinkler system would add \$8,000 to \$13,000 to the cost of each townhouse unit. There would also be an unknown cost of replacing the existing 1" water service with a 1½" water line necessary to provide sufficient flow for the sprinkler system. The added costs make the sale of the anticipated townhouse units more challenging.

To provide for a marketable product, Mr. Drummer is requesting that the February, 2014 Development Agreement be amended. He would ask permission to alter his development plan to allow him to replat the subdivision eliminating the planned construction of three (3) triplex townhouse units (9 residences). He would propose the construction of six (6) detached, single family, slab-on-grade houses in lieu of the planned triplex units.

Pending Council consent, a revised plat would be prepared for Planning and Zoning Commission which would be required to provide public notice in anticipation of conducting a public hearing. Following the public hearing, the Commission would make a recommendation to the City Council regarding the requested replatting

Ultimately, the City Council would need to act upon the Commission's recommendation to accomplish the replatting and would need to approve an amendment to the adopted Development Agreement.

Please feel free to contact me should you have any questions or concerns on this agenda item.

RJW



HeartLand
Homes of Mankato, Inc.

30 Map Drive Mankato, MN 56001

November 1, 2016

Russ Wille
Director of Community Development
City of Saint Peter
227 S. Front Street
Saint Peter, MN 56082

Dear Mr. Russ Wille,

We are requesting a variance for the remaining townhome lots in the Welco West association. By asking that the City of St. Peter allow us to change the three (3) triplex lots to six (6) detached slab on grade homes that would continue to be a part of the Welco West Association, we hope to keep the cost of each home affordable. The extreme increase in price is due to the cost associated with installing a fire-sprinkler system in the townhomes currently planned for these lots. The cost of each unit would increase by as much as \$8,000.00 - \$13,000.00. We are uncertain of the additional costs to change the water supply from 1" to 1 ½", which is a requirement by the fire-sprinkler contractor as well as the City of St. Peter. In our experience in building, marketing and selling homes, we know seniors are not willing to pay this price for a townhome. The majority of people we have talked to would prefer not to have fire-sprinkler system installed in their own home and they have explained their reasoning is due to the increase in home costs, the potential increase in insurance costs and the potential for unnecessary water damage. What we hope to accomplish by changing these lots to accommodate detached slab on grade homes is to market them to seniors, while continuing to provide a well built and affordable product that will give our homeowners in the Welco West Association a sense of peace and comfort for years to come.

Please feel free to call us at (507) 388-6452 if you need additional information and we would be happy to discuss this matter. Thank you in advance for your consideration on this issue.

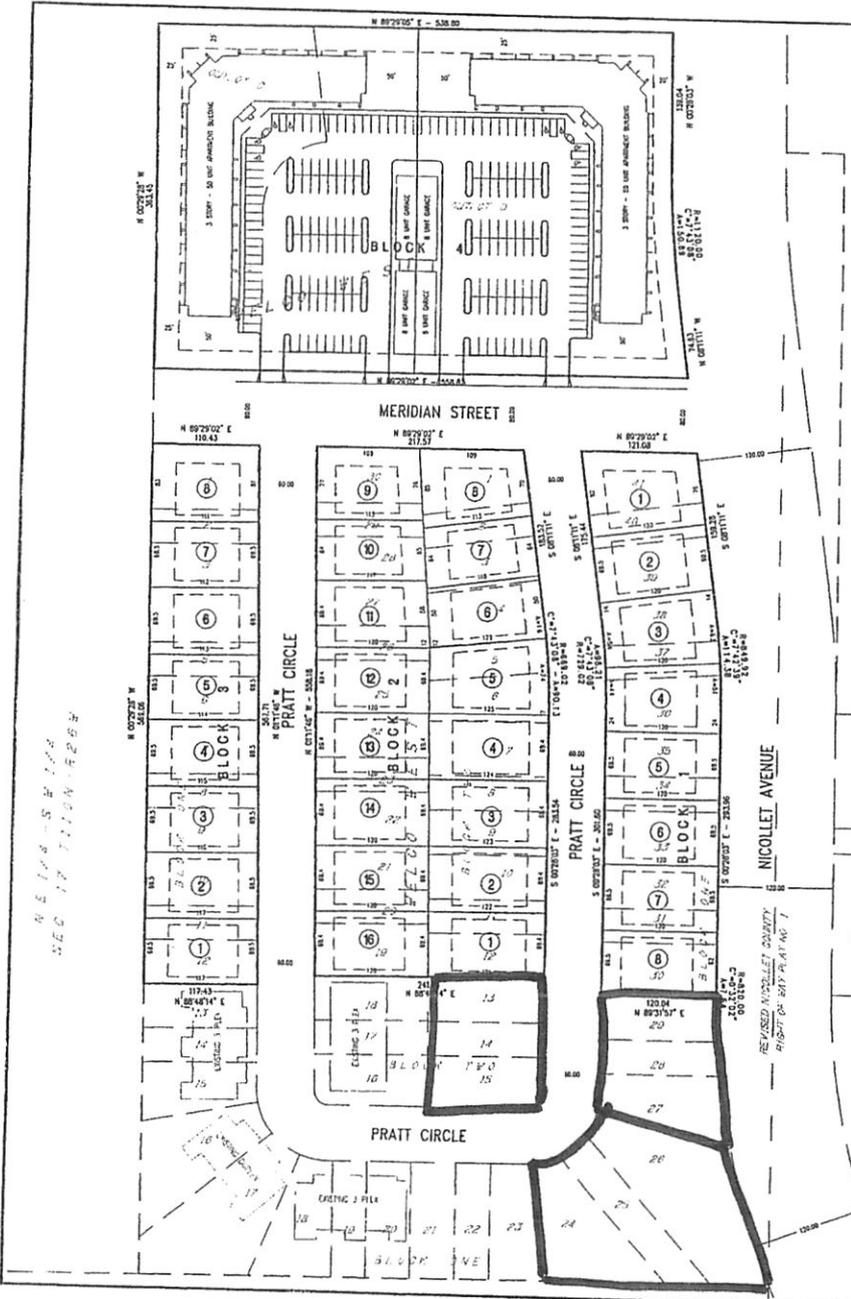
Yours Truly,



David P. Drummer

President, Heartland Homes of Mankato, Inc.

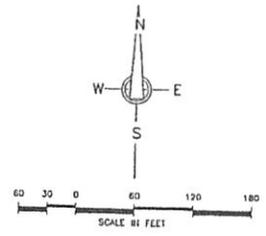
4



REPLAT OUTLOTS C & D INTO
 LOTS 1 & 2, BLOCK 4
 HIGH DENSITY - 2 BUILDINGS
 3 STORY 50 UNIT APARTMENT BUILDINGS
 94 PARKING STALLS + 16 GARAGE STALLS
 PER BUILDING
 = 110 PARKING STALLS (100 REQUIRED)

MIDDLE PORTION
 REPLAT EACH 3 PLEX (3 LOTS) INTO
 TWO SEPARATE LOTS FOR SINGLE FAMILY
 DETACHED DWELLING
 AND/OR 2 LEVEL - 2 FAMILY DWELLING

SOUTH PORTION
 EXISTING ASSOCIATION
 THREE EXISTING 3 PLEX UNITS &
 1 DUPLEX UNIT
 ADD FOUR - 3 PLEX UNITS TO
 ASSOCIATION
 23 TOTAL UNITS EXISTING LOTS
 TO REMAIN AS PLATTED



INDICATES 1/2" DIA. x 20'
 LINES FROM 1986 SET WITH
 PLASTIC CAP MARKED BY
 LICENSE NO. 14791.
 INDICATES IRON PIPE
 MARKINGS FOUND.

PROPERTY ZONED R-3
 LIMITED MULTIPLE DWELLING DISTRICT
 SETBACK REQUIREMENTS - CITY OF ST. PETER

REPLAT STRIPES
FRONT 25 FEET
REAR 25 FEET
SIDE 25 FEET

SUBJECT PROPERTY
 CONTAINS 8.04 ACRES

I hereby certify that the errors, omissions, or misstatements, or reports made, prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.
 Signature: *Walter P. Sauer*
 Date: 10/27/13 License No. 14791



CONCEPT PLAN
 ST. PETER, MINNESOTA
 LOTS 1-12 & 30-41, BLOCK ONE, LOTS
 1-12 & 19-30, BLOCK TWO, AND
 OUTLOTS C & D, WELCO WEST

FOR: DRINKER, WARE
 SCALE: 1"=40'
 DATE: OCT. 2013
 P.L. P&C 14411

C.S.A.H. NO. 5 (BROADWAY AVENUE)



Real Estate Group
507-779-7319

WELCO WEST

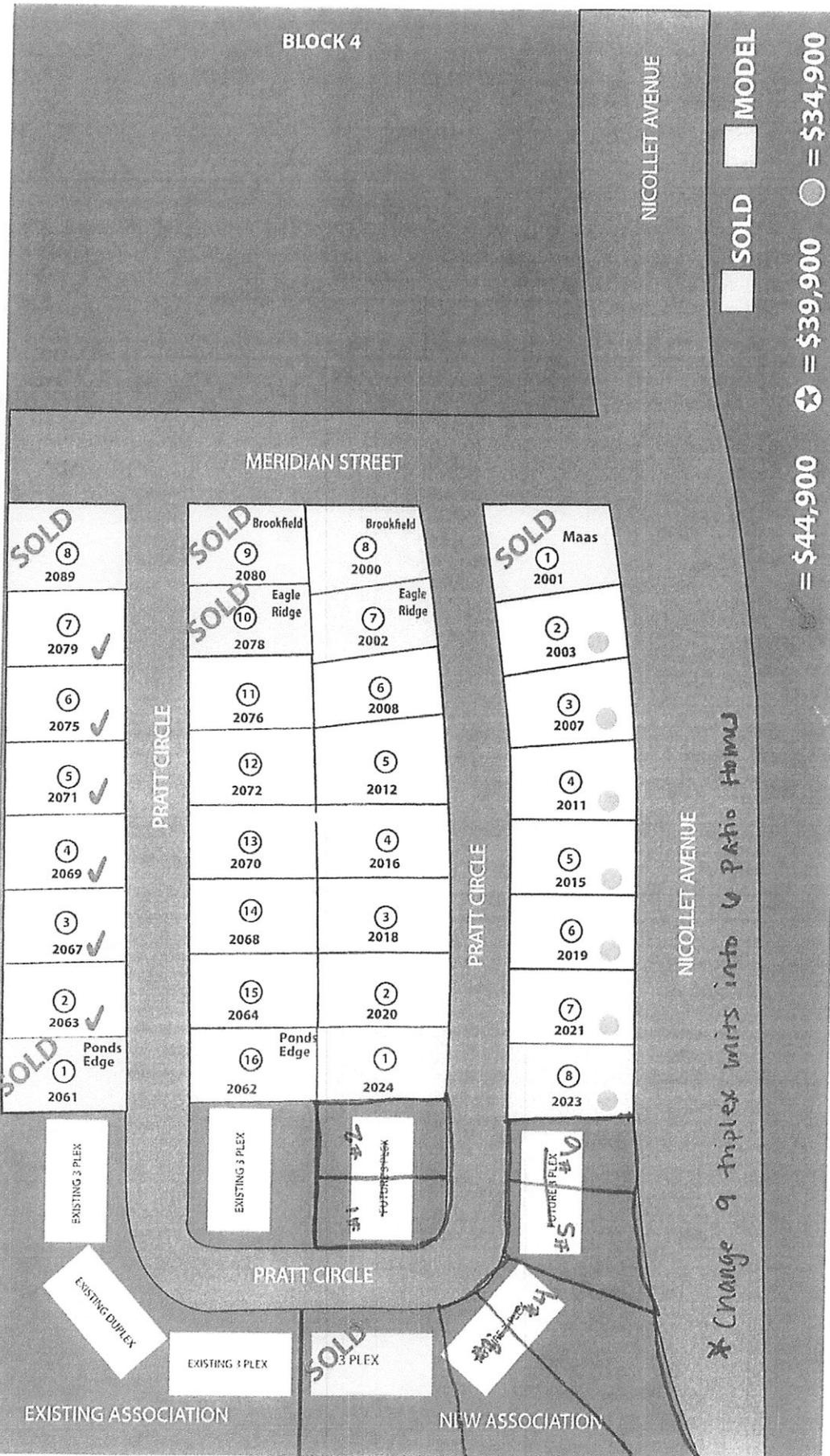
St. Peter, Mn 56082

\$34,900



LOT AREAS

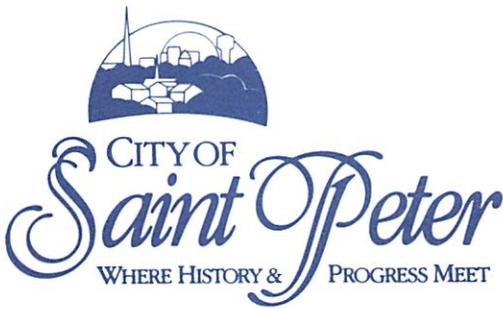
PARCEL	SOFT
BLOCK 1 LOT 1	10100
BLOCK 1 LOT 2	8300
BLOCK 1 LOT 3	8607
BLOCK 1 LOT 4	8904
BLOCK 1 LOT 5	9200
BLOCK 1 LOT 6	9500
BLOCK 1 LOT 7	9800
BLOCK 1 LOT 8	10100
BLOCK 2 LOT 1	2301
BLOCK 2 LOT 2	2317
BLOCK 2 LOT 3	2333
BLOCK 2 LOT 4	2349
BLOCK 2 LOT 5	2365
BLOCK 2 LOT 6	2381
BLOCK 2 LOT 7	2397
BLOCK 2 LOT 8	2413
BLOCK 2 LOT 9	2429
BLOCK 2 LOT 10	2445
BLOCK 2 LOT 11	2461
BLOCK 2 LOT 12	2477
BLOCK 2 LOT 13	2493
BLOCK 2 LOT 14	2509
BLOCK 2 LOT 15	2525
BLOCK 2 LOT 16	2541
BLOCK 2 LOT 17	2557
BLOCK 2 LOT 18	2573
BLOCK 2 LOT 19	2589
BLOCK 2 LOT 20	2605
BLOCK 3 LOT 1	3101
BLOCK 3 LOT 2	3117
BLOCK 3 LOT 3	3133
BLOCK 3 LOT 4	3149
BLOCK 3 LOT 5	3165
BLOCK 3 LOT 6	3181
BLOCK 3 LOT 7	3197
BLOCK 3 LOT 8	3213
BLOCK 3 LOT 9	3229
BLOCK 3 LOT 10	3245
BLOCK 3 LOT 11	3261
BLOCK 3 LOT 12	3277
BLOCK 3 LOT 13	3293
BLOCK 3 LOT 14	3309
BLOCK 3 LOT 15	3325
BLOCK 3 LOT 16	3341
BLOCK 3 LOT 17	3357
BLOCK 3 LOT 18	3373
BLOCK 3 LOT 19	3389
BLOCK 3 LOT 20	3405



** Change 9 triplex units into 6 patio homes*

SOLD MODEL
 = \$44,900 = \$39,900 = \$34,900

Revised 6-14-2016



Memorandum

TO: Honorable Mayor Zieman
Members of the City Council

DATE: 11/18/2016

FROM: Todd Prafke
City Administrator

RE: County Road # 5/Broadway Avenue Parking Restrictions

ACTION/RECOMMENDATION

None needed. For your information and discussion only.

BACKGROUND

The genesis of this discussion is related an oversight from over 20 years ago and the planned use of funding for the round-a-bout at the intersection of this road with Township 357 (Gardner/Jefferson Rd) and the High School entry.

With the planned changes in the roadway, of which you are part owner, MSA rules require a no parking resolution from the jurisdictions. At the time this road was built that action was not taken. In order to get approval of the plans from MNDOT the County must now demonstrate compliance with that requirement.

In general, based on the future layout, the increased traffic we expect to see and the lane changes that will be put in place as part of the reconstruction both the County Engineer and your Public Works Director believe this is prudent and provides for meeting the safety goals that should be in place for this stretch of roadway.

It is recognized that this may pose a small inconvenience in limited applications. The foremost of which is the Community Garden. As you may recall the County put up signs along this stretch for "No Parking" a couple of years ago. At that time the Council raised concerns about restricting parking, and while it is an inconvenience it seems that other access opportunities have been used and access has generally worked. Staff is unaware of any other significant issues with meeting the requirement but as this is a major amount of work and the placement of a round-a-bout is a significant change in this area, and for our community it was our goals to make sure you had opportunity to discuss and understand the action that will come before you.

Please feel free to contact me if you have any questions or concerns about this agenda item.

TP/bal

Catholic Church

Water tower

Community Spirit Park

New High School

Jones Northern Forest Ponds

© 2014 Google, Silbert Teaching Pond

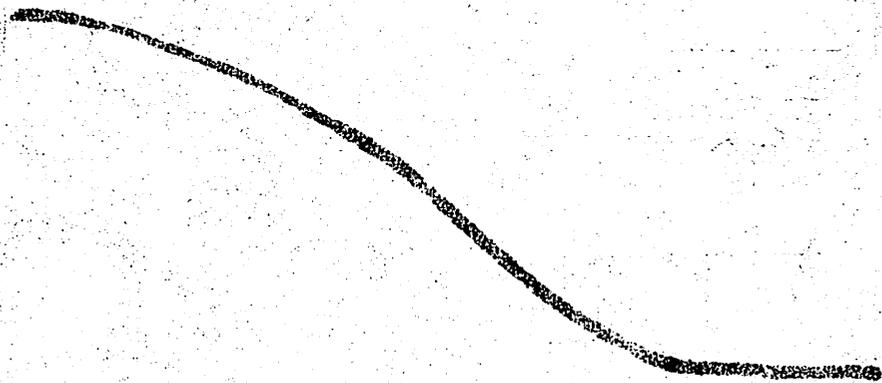
Google Earth

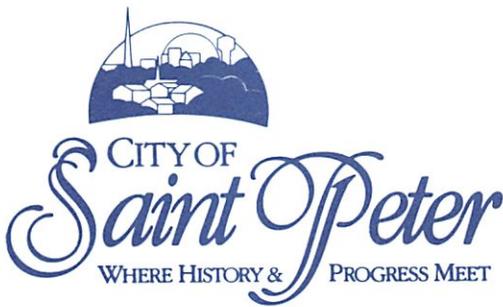
Google Earth



Community Garden

Co Rd 5/Broadway Ave.





Memorandum

TO: Honorable Mayor Zieman
Members of the City Council

DATE: 11/18/16

FROM: Todd Prafke
City Administrator

RE: Purchasing Policy

ACTION/RECOMMENDATION

None needed. For Council review and discussion only.

BACKGROUND

In September, during discussion about the purchase of new vehicles for the Public Works Department, the Council asked for additional discussion about the City's purchasing policy as the policy relates to buying locally. Time has been included on Monday evening's workshop session for this discussion and a copy of the existing purchasing policy has been included for your consideration.

Generally it is the responsibility of the City to make purchases based on what is the "best value" to local tax payer. The definition of the "best value" is a bit murky and can be interpreted in a number of different ways. The Council has discussed purchasing in a few different areas but the two that might be illustrate the parameters the Council should work within are purchase of trucks and purchase of lumber. One of these examples is from about 6 weeks ago and the other was in your last Council packet.

A few words on each of these:

Truck purchase...technically, I would argue, the Council asked us to deviate from our practice of using State Bid to acquire mobile equipment of this type. The advantage of the State Bid process is the bid requirements have already been met which saves staff time that can be spent doing other things. While it is true that from time to time different manufactures or local dealers have "special opportunities or discounts" all have access to this system and it is generally up to the manufacturer or a dealer representing the manufacturer to participate in this state administered process. In the end, the Council probably broke about even in total cost of acquisition when accounting for time working through the issue. The rational used by Council articulating that having opportunity for warranty work done less than a mile from our shop had value. It is also true we are unable to be specific about that value. We don't yet know nor do we have enough data or large enough sample of vehicles to clearly define the level of savings that may happen due to the short distance to warranty service.

This example has a bit of an unusual feel because it was an after-the-fact change in our practice. I think it is important to discern between the reality of the quote price (a few hundred dollars between all three vehicles) and a process change that makes this unusual. I believe the fact that we had a bid number, everyone knew the bid number and we went back to get another quote locally, is significant to the overall awkwardness of this specific decision process. This is maybe more about the process than about how the money finally worked out. The key factors are bid vs quote and after-the-fact change in practice.

Lumber purchase... in this example it is clear that purchasing out of town for these products was more cost effective. But here too that "best value" may have been different dependent on delivery cost calculation which should include time and fuel cost for city employees. I think in this instance it is clear that the few thousand dollars difference would not be negated by the cost to get the material to our site. It might also be important to note that it would be very unusual to have warranty issues with lumber at least in the same way we may experience with a truck or other products. That means there are fewer factors to use in evaluating the "best value" so purchase price is therefore more important. In this lumber example, you saw that staff did price out the lumber locally and while we provided a recommendation, Council had opportunity to clearly know the cost difference and could have made an alternative choice provided there was articulable rationale to not select the lower of the quotes. Key factors are fewer variables related to "best value" and the process provided two quotes.

That discussion leaves us with a policy and an isolated but real concern.

One last point. The City purchases lots of stuff, big/small, large dollars/small dollars, local/ non-local. It is also important to your operations that following the policy not be overly time intensive making the staff cost outweigh any purchase price savings.

It is up to the Staff to understand the marketplace and the importance of the magnitude of possible savings and not search when it is unlikely that the value of savings is greater than the cost of search. In addition, if there are local options we have an obligation to operate within a process that allows local vendors to, at a minimum, participate. I did not do that with the trucks as I focused on our past practice and needs without considering reasonable local alternatives vehicles. Again, that is not a \$ or % issue it is process and practice issue. Addressing the points made here does not require a change in our policy. It requires a shift in our practice...

With all of that said it is my hope that the Council can define a goal so that staff has an overall target we are trying to hit. So, I am throwing one out there to see what you think. Your goal could be articulated like this:

It is the responsibility of the Council and staff to understand the market place and compare the cost and quality of products to be purchased with cost and quality of products from local vendors focusing on overall value. Staff shall recommend the products that it believes to have the greatest overall value by comparing cost of search,

acquisition, product options, delivery and life cycle. This should not restrict staff's ability to recommend purchase of specific equipment or equipment options/accessories to meet specific work related needs that may not be available locally.

I would suggest that there is no need for an overarching change in our policy. That the use of \$X or X% would fall short of meeting what I perceive your goals to be. Dollar amount or percentage rules allow for gamesmanship when quotes are sought which can ultimately drive up the costs of purchases and acquisitions. This includes there being a possible disincentive for non-local vendors to give us their best price, as they know their number is likely to be "shopped" locally. I think the example illustrated above shows that just dollars or percentages cannot alone make the system work, process is also an important consideration.

My goal for your discussion is to provide additional direction so that we can meet your expectations either through a policy change, practice change or no change. The Truck purchase was and is one issue out of thousands of purchases that are made annually. I am unsure that a totally new system is needed to address one issue within a universe of thousands of purchases that work well.

Please feel free to contact me if you have any questions or concerns on this agenda item.

TP/bal

CITY OF SAINT PETER
PURCHASING POLICY

General Provisions

The purchasing policies of the City are established by the City Council through the City Administrator.

The purpose of this policy is to provide for the fair and equitable treatment of all persons involved in public purchasing by the City of Saint Peter, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

This policy applies to the procurement of materials, supplies, services, and construction. It shall apply to every expenditure of municipal funds, irrespective of their source. When the procurement involves the expenditure of Federal or State assistance or contract funds, the procurement shall be conducted in accordance with any applicable mandatory Federal or State laws and regulations which are not reflected in this policy. Nothing in this policy shall prevent the City of Saint Peter from complying with the terms and conditions of any grant, gift, or bequest which are otherwise consistent with law.

To facilitate a sound and cost-effective purchasing operation, all purchases shall be of a quality to suit the intended purpose at the lowest possible cost.

The City Administrator shall be the designated purchasing agent of the City of Saint Peter. Purchases for the requirements of the City are made for each department through the City Administrator's office or his/her designee. The success of the purchasing function and the mutual benefits derived are contingent upon the cooperation of all City departments.

Purchase authorization should be sought far enough in advance to allow for delivery prior to actual need. Ideally, similar purchases by various departments should be aggregated on one purchase order to allow for better unit prices and lower delivery costs. Purchases shall not be split in order to circumvent any provision of this policy or applicable Minnesota State Statutes.

DISCRETIONARY AUTHORITY

Competitive purchases shall not be made on the sole basis of low quotation. Said purchases shall be based upon factors such as life-cycle costs, quality, delivery period, and availability of goods and maintenance service, as determined by discretion herein given.

GENERAL INFORMATION

Whenever possible and as outlined below, competitive prices shall be obtained for the purchase of materials, equipment or services. Generally, the greater the value of the purchase, the more formal the method used.

The following procurement methods shall be used and in all cases, a written record shall be made and preserved by the City Administrator's Office.

Level of Purchase

\$1 to \$500
\$501 to \$1,000
\$1,001 to \$10,000
\$10,001 to \$50,000
Exceeding \$50,000

Procurement Method

Direct purchase
Verbal Quotations
Three Written Quotations (requested verbally)
Formal Written Proposals (requested in writing*)
Formal Bids

*Written requests for proposals should be provided to three or more vendors or service providers. The information must also be included on the "public notices" section of the City website. The request must require the vendor/provider to submit their proposal in writing with the signature of the vendor or service provider included.

For purchases up to and including \$50,000 the City Administrator shall have discretion as to whether a Performance Bond is required and/or the amount of that Bond.

Opportunity to do business with the City shall be provided to all responsible vendors. To this end, the City Administrator's office shall develop and maintain a directory of potential vendors for various types of supplies, equipment and services. Any responsible vendor may be included in the directory upon written request. The directory shall be used to develop a mailing list for distribution of purchase specifications and invitations to bid.

In the event local and non-local proposals for goods and services of like amount, quality and availability exist at the same price, the local proposal shall be accepted. Local vendors are hereby defined as those business establishments that have a significant portion of their physical plant located within the corporate boundaries of the City of Saint Peter.

**PURCHASES OVER \$50,000
FORMAL BIDS M.S. 471.345 SUBD. 4 PROCEDURE**

Notice to Bidders - Notice inviting sealed competitive bids shall be published in the official newspaper of the City at least ten (10) days before the final date for submitting bids thereon. Such notice shall cite the specifications on the supplies, materials, equipment or construction project or other matter to be contracted for and shall state the amount of bond or other security, if any is to be required, to be given with the bid and the amount of bond or security to be given with the contract. The notice shall state the time limit, the place of filing and the time of opening bids and shall also state that the right is reserved to reject any or all bids. Any consideration or award of the contract shall also be stated in general terms.

Solicitation and Posting - The purchasing agent shall also solicit bids from such qualified prospective vendors that are reasonably known to the purchasing agent.

Bid Security Deposit - This deposit shall be in the form of a certified or cashiers check or a bond written by a surety company authorized to do business in the State of Minnesota. The amount of such security shall be expressed in terms of percentage of the bid submitted. Unless fixed by the City Council, the City Administrator shall prescribe the amount of any security to be deposited with any bid. The City Administrator shall be authorized to waive the bid security requirement for purchase of materials under \$100,000.

Bid Opening - Bids shall be opened in public at the time and place designated in the notice requesting bids. Original bid documents shall be referred to the Office of the City Administrator to be examined and tabulated and shall be reported to the City Council with a recommendation.

After opening, all bids shall be available for inspection and kept on file by the City Administrator's office.

Award of Bid - Provided that the City Council shall find any of the bids satisfactory, the Council shall award the contract to the lowest responsible bidder unless the Council shall determine that the public interest will be better served by accepting a higher bid. The Council shall have the right to reject any or all bids and to waive irregularities in bidding and to accept bids which do not conform in every respect to the bidding requirements. Upon satisfying itself that the conditions have been met, the Council may award the contract by resolution.

Written Contract - All formal bid awards shall be made the subject of written contract. A purchase order alone shall be a sufficient written contract only in cases where the expenditure is in the usual and ordinary course of the City's affairs. In no case shall a purchase order be sufficient for the construction of Public Works or the contracting for supplies or services over any period of time or where the quality of the goods or materials or the scope of the services bargained for is not wholly standardized.

Bidder's Security - All bid bonds or certified or cashiers checks may be retained by the City Administrator's Office until the contract is awarded and executed. If any successful bidder fails or refuses to enter into the contract awarded to him/her in the time specified after the same has been awarded, or file any bond required within the same time, the deposit accompanying his bid shall be forfeited to the City, and the City Council at its discretion may award the contract to the next lowest competent bidder unless the Council shall determine that the public interest will be better served by accepting a higher bid, or said contract may be re-advertised.

Performance Bond - At the time a contract is executed the contractor shall file a bond executed by a surety company authorized to do business in the State of Minnesota, to the City, conditioned upon the performance of said contract and saving the City harmless from all losses or damages caused to any person or property by reason of any carelessness or negligence by the contractor and from all expense of inspection, engineering, and otherwise, caused by the delay in the completion of any improvement. The bond shall further be conditioned to pay all laborers, mechanics, subcontractors and material suppliers as well as all just debts and demands incurred in the performance of such work. Unless fixed by the City Council, the City Administrator shall prescribe the amount of the performance bond and in the case of construction contracts, the amount of the labor and materials bond to be required of the successful bidders. For purchases up to and including \$100,000 the City Administrator shall have the discretion as to whether a Performance Bond is required and the amount of that Bond. For purchases or contracts over \$100,000, the regulations contained in Minnesota Statutes shall apply as those regulations relate to publication, bonding, and bid security.

PURCHASE ORDERS

Approval for purchases shall be granted following the submission of a purchase order and shall be processed in accordance with administrative procedures. The purchase order serves to define the approximate quantity and intended use of requested materials, supplies and services and to provide better control over financial resources. The purchase order also serves to inform the Finance Department of pending financial obligations.

Purchase authorization should be sought far enough in advance to allow for delivery prior to actual need. Ideally, similar purchases by various departments should be aggregated on one purchase order to allow for better unit prices and lower delivery costs. Purchases shall not be split in order to circumvent any provision of this policy or applicable Minnesota State Statutes.

Purchase orders shall be prepared on four-part forms in ascending numerical order. The yellow copy shall be retained by the department initiating the purchase order. The Finance Department (Accountant) shall retain the blue copy in a numerical file. The pink and white copies will be returned to the department initiating the purchase order. The white copy shall be forwarded to the vendor and the pink copy shall be attached to all properly reconciled invoices when received and forwarded to the Finance Department for payment.

In all cases, purchase orders for items exceeding the budget shall be signed by the below named individuals.

Purchases \$1 to \$500 - All budgeted purchases between \$1.00 and \$500 may be initiated without a purchase order subject to Foreman or Department Superintendent verbal approval.

Purchases \$501 to \$1,000 - All budgeted purchases between \$501 and \$1,000 may be initiated without a purchase order subject to Department Superintendent or Department Director verbal approval.

Purchases \$1,001 to \$7,500 - All budgeted purchases between \$1,001 to \$7,500 shall be initiated by a purchase order signed by the requisitioner, Department Director, Finance Director, and City Administrator prior to the purchase of any items.

Purchases \$7,501 to \$30,000 - All budgeted purchases between \$7,501 to \$30,000 shall be initiated by a purchase order signed by the requisitioner, Department Director, Finance Director, and City Administrator and presented to the City Council on the Consent Agenda for approval prior to the issuance of a purchase order. Documentation shall include unit costs, names of all vendors supplying quotes, names of all vendors contacted to provide quotes, costs including shipping and taxes.

Purchases \$30,001 to \$50,000 - All budgeted purchases between \$30,001 to \$50,000, shall be initiated by a purchase order signed by the requisitioner, Department Director, Finance Director, and City Administrator and presented to the City Council as an agenda action item for approval prior to the issuance of a purchase order. Documentation shall include unit costs, names of all vendors supplying quotes, copies of the quotes submitted, names of all vendors contacted to provide quotes, and costs including shipping and taxes.

Purchases over \$50,000 shall be initiated as a formal bid request and staff shall follow the procedure for receipt of bids outlined in this document.

BLANKET PURCHASE ORDER

To avoid excessive paperwork and administrative delays, frequently used vendors may be issued a blanket purchase order with a designated spending limit not to exceed twelve (12) months of normal purchases. Departments may then purchase various supplies on a daily basis within the designated spending limit. However, no one item purchased via a blanket purchase order may exceed \$1,000.

Blanket purchase orders may be issued only upon receipt of a properly executed purchase order that identifies the designated spending limit. Department Directors shall provide the vendor with a list of employees authorized to purchase via the blanket purchase order. It shall be the Department Director and vendor's responsibility to abide by the designated spending limit.

RECEIPT/RETURN OF MATERIALS

All vendor issued packing slips or other pertinent documentation shall be given to the Finance Department and attached to the appropriate purchase order for future reference.

A returned materials report identifies items returned to a vendor due to damage or other valid reason of non-acceptance. Issuance of a returned materials report should be acknowledged by the vendor by a credit memorandum.

INVOICES

An invoice is the means by which a vendor informs the City of its financial obligation. Invoices should contain an itemization of quantities and charges for supplies, materials, or services furnished to the City as well as special conditions such as discounts and due dates.

Upon receipt of an invoice, the Finance Department shall reconcile the purchase order, packing slips, returned materials reports and credit memorandums to the invoice. Any and all discrepancies in quantities and costs must be reconciled by the Department Director before an invoice is forwarded to the Finance Department for payment.

At appropriate intervals, the Finance Department shall prepare a schedule of invoices payable for Council review and approval. Payment shall be made following Council approval except that the Finance Department is hereby granted authority to make prior payment to take advantage of allowable discounts or for other necessary reasons as determined by the Finance Director.

PETTY CASH

It is the City's policy to hold petty cash purchases to a minimum. No employee may make such a purchase without prior authorization of his/her Department Supervisor or Department Director. Such purchases are generally paid for by the employee who then secures reimbursement from the petty cash fund. The number and size of petty cash funds shall be designated by the Finance Director. The Department Director of any Department maintaining a petty cash fund shall be responsible for the administration of such fund.

Each petty cash fund shall be maintained on an "imprest" system which requires that each disbursement must be supported by proper documentation. Replenishment of petty cash funds will be made by submitting a report of disbursements along with supporting documentation to the Finance Department for payment processing. Each petty cash fund will be audited by the Finance Department periodically.

Petty cash purchases are to be held under forty dollars (\$40) whenever practical. Expenses for travel, schools, luncheons, etc. should not normally be reimbursed by the petty cash fund, but rather submitted on an Expense Reimbursement Form.

EMERGENCY PURCHASES

Emergency purchases are to be made only when normal operations of a department would be hampered significantly by delays resulting from the submission of a purchase order or when property, equipment, or lives are endangered through unexpected circumstances.

In the case of an emergency, a Department Director may purchase directly any budgeted supplies, materials, or services necessary to alleviate the emergency. Every effort shall be made to contact the City Administrator or Finance Director if emergency expenditures exceed the budget or are unbudgeted, whether the emergency occurs during normal working hours or not. The emergency, following its abatement, shall be explained on a purchase order and submitted to the City Administrator.

GRATUITIES AND KICKBACKS

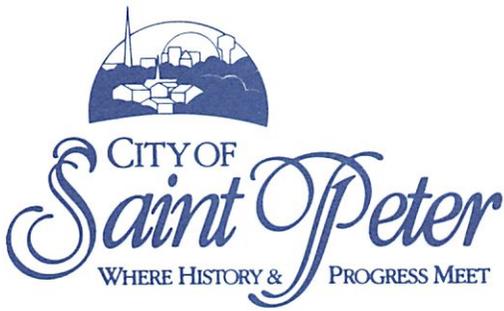
It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the rendering of advice, investigation, auditing or any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

EMPLOYEE CONFLICT OF INTEREST

It shall be unethical for any employee to participate directly or indirectly in a procurement when the employee knows that:

- (a) the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement; or
- (b) any other person, business or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

An employee or any member of the employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matter pertaining to that financial interest. No purchase shall be made which would violate Minnesota State Statutes pertaining to elected officials' conflict of interest.



Memorandum

TO: Honorable Mayor Zieman
Members of the City Council

DATE: 11/18/2016

FROM: Todd Prafke
City Administrator

RE: Transit Update

ACTION/RECOMMENDATION

None needed. For your information and discussion only.

BACKGROUND

My goal for your discussion is to ensure you have opportunity to understand the four near term actions that are needed to keep the Minnesota River Valley Transit (MRVT) transfer of operations "on the road", so to speak. In addition, two other points of information will be provided so you and transit users can be knowledgeable about future services MRVT is planning.

Personnel

Staff will be recommending the hire the current LeSueur transit staff effective the date of MRVT takeover of operations. This is a planned part of the process as Saint Peter is the Human Resources operator of the system and will employ and be reimbursed for all the personnel costs. They will be hired within your current pay and benefit system. In addition, you will be hiring and setting wages for the Compliance and Operations Managers. These actions will take place as a part of a Consent Resolution.

Lease

You will be asked to approval a lease with MRVT. A copy is attached for your review and provides for leasing the space that will be used by MRVT staff and operations at City Hall. There is no change from the space that transit currently occupies. A transfer of cost from your Transit Fund to your General Fund was done in the past under the same or similar guidelines, it is just that now this transfer will be done with a separate Joint Powers entity of which you are one half owner. The lease is not just square footage it also includes calculations for copies, IT assistance, utilities, break room use, phone costs and a number of other small things that it takes more to track on a monthly basis than it does to use our average yearly number and include it in the overall lease cost. It should be noted that LeSueur Council will be considering a similar lease a for their current transit location. The calculation was done by your Finance Director.

Interagency Agreements

You will be asked to approve an Interagency Agreement. This is part of the plan and is the document that provides the framework for MRVT buying personnel services from you. A copy is attached. As you may recall the plan is that Saint Peter will provide all the HR function and employees for operation of the MRVT system and MRVT will reimburse you for those costs. This agreement has been reviewed by your attorney and the MN DOT. LeSueur will be asked to enter into a similar agreement for services related to handling all the fiscal matters of the new Joint Powers.

Radios

Staff will be asking you to purchase an updated radio system. The system is needed to support communication between the two communities and support the corridor route service. In addition MN DOT is asking that the system be expandable which means a bit more cost now but very likely lower costs in the future. An RFP process has been used for this selection. For a bit more background, the current systems are not compatible. One City was VHF and the other was UHF. It may also be important to know that your system is about 18 years old and is past due for a major upgrade.

This extended communication is important for operation of the system so corridor buses are able to communicate with both LeSueur and Saint Peter buses all at the same time. Maybe even more importantly this is the platform that dispatching will use to communicate with buses (tell drivers where to go for pick-ups and deviations from the route) and as you know, we will have only one dispatch system, not two (one for each city). The funding for this is provided out the original \$60,000 we were to receive when we were leading the two city/three county planning effort. When it was determined that process would not move forward MN DOT allowed us to retain dollars for capital expenditures that would benefit a new combined system such as this.

Schedule

We will provide you an updated schedule at your meeting but in general there are no significant changes to the Saint Peter schedule other than the addition of corridor service two weekdays per week and one Saturday per month. Work is still ongoing related to stop locations but will be finalized soon and we will keep you and your users up-to-date on those locations. It should be noted that there are no planned rate changes in Saint Peter and the corridor service rate will be set at \$6.00 each way.

Job Postings

We have job openings for Drivers and Transit Specialists. Transit Specialists are a combination of office support and dispatch functions with a focus on helping people secure the rides they are looking for in the most efficient way and directing them to other resources that may be available if MRVT cannot provide the service they seek.

Please feel free to contact me if you have any questions or concerns about this agenda item.

TP/bal

**LEASE AGREEMENT BY AND BETWEEN THE CITY OF SAINT PETER AND
MINNESOTA RIVER VALLEY TRANSIT**

This Agreement is hereby made and entered into this 9th day of November, 2016, by and between the City of Saint Peter, Minnesota, a Minnesota municipal corporation, hereinafter referred to as "Lessor" and Minnesota River Valley Transit, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, Lessor is the owner of a building on lands owned by Lessor, known as Saint Peter Municipal Building ("City Hall");and

WHEREAS, Lessee is desirous of renting a portion of such building together with fixtures and personal property located therein all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained the parties hereto agree as follows, to-wit:

1. Lessor does hereby lease unto Lessee and Lessee does hereby hire from Lessor that portion of City Hall described in "Exhibit A" hereinafter referred to as "Leased Premise" together with access thereto, the use of parking spaces adjacent thereto and the use of the restrooms in such building.
2. Lessee shall use the Leased Premise for office space, the parking of Lessee's transit buses and use of a portion of the garage area of such City Hall for parking, repair and maintenance and providing security for its vehicles and for no other purposes unless mutually agreed upon between the parties hereto.
3. The term of this Lease shall commence on January 1, 2017, and terminate when indicated by either party after receipt of a 120 day written notice.
4. Lessee shall pay to Lessor as rent under this Lease Agreement, the sum of \$14,310.12 per year to be paid in equal monthly installments commencing January 1, 2017, in the amount of \$1,192.51 with succeeding installments in like amount to be due monthly thereafter during the term of this Lease. Any installment of rent accruing under the provisions of this Lease that shall not be paid when due, shall require Lessee at Lessor's option to pay in addition to such rent, a late payment penalty of 5% of such rental payment.
5. Lessee shall not use or permit the Leased Premise of any part thereof to be used for any purpose or purposes other than the purpose or purposes for which the Leased Premise is hereby leased and no use shall be made or permitted to be made of the Leased Premise, or acts done which will cause a cancellation of any insurance policies covering the building located thereon or any part thereof, nor

shall Lessee sell or permit to be kept, used or sold in or about the Leased Premise any article which may be prohibited by the standard form of fire insurance policies. Lessee shall, at its own expense, comply with all requirements pertaining to the Leased Premise of any insurance organization or company necessary for the maintenance of insurance as herein provided covering any building or appurtenance at any time located on the Leased Premise.

6. Lessee shall not commit or suffer to be committed any nuisance or waste on the Leased Premise.
7. Lessee shall be responsible during the term of this Lease, at its own expense and without any expense to Lessor, to keep and maintain the Leased Premise in good, sanitary and neat order, condition and repair.
8. Lease shall include basic utilities, including but not limited to electricity, building and liability insurance, telephone and internet service and hook-up, refuse removal and any other utilities that are used on or about the Leased Premise.
9. Lease shall include administrative and computer necessities, including anti-virus, patch Tuesday, firewall, exchange, backup and tapes, website and social media, software and video support, employee applications, purchase orders, payroll/receipt software maintenance, new employee forms and policies, timesheets, log sheets, pre-trip list, and bus maintenance software. (Office staff available to perform transit specific action items for these will be billed through payroll.)
10. In addition to the Leased Premise above described, Lessee shall also be entitled to use personal property owned by Lessor and located on or in the Leased Premise including non-exclusive use of the kitchen and kitchen facilities in the building, telephones, 2-way radios and other communication devices on the Leased Premise, TV, VCR, wireless internet, desks, chairs, filing cabinets, shelving, carpeting, air conditioning, copy machine, tables, waste receptacles, floor mats, computer hutch, storage areas, shovels, broom, ice scrapers, battery charger, remotes for overhead power doors, carbon monoxide gas detector, water softener and fire extinguishers. The use of the above described personal property shall be non-exclusive with the understanding that Lessor may allow other persons or entities to use such personal property.
11. Lessee has examined the Leased Premise and accepts it in its present condition. At the end of the term of this Lease and any and all renewals thereof, Lessee shall quit and surrender the Leased Premise in as good condition as the reasonable use thereof will permit and shall not make any major alterations, additions or improvements to said Premise without the express prior written consent of Lessor which shall not be unreasonably withheld. All erections, alterations, additions and improvements whether temporary or permanent in character which may be made upon the Leased Premise either by Lessee or Lessor (except moveable personal

property of Lessee) installed at the expense of Lessee shall be the property of Lessor and shall remain upon and be surrendered with the Leased Premise as part thereof at the termination of this lease.

12. If any action at law or in equity should be brought to recover any rent under this Lease or for or on account of any breach of or to enforce or interpret any of the provisions of this Lease or for the recovery of the possession of the Leased Premise the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees and costs, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.
13. Lessor shall have the right and privilege of inspecting the Leased Premise at all reasonable times upon reasonable notice given to Lessee during the duration of this Lease and any and all extensions and renewals thereof.
14. Lessee shall not be deemed to be in default hereunder in the payment of rent or the payment of any other monies as herein required or in the furnishing of any bond or insurance policy when required herein unless Lessor shall first give to Lessee seven (7) days written notice of such default and Lessee shall have failed to cure such default within such seven (7) day period.
15. The waiver by Lessor of or the failure of Lessor to take action with respect to any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach of Lessee of any term, covenant or condition of this lease other than the failure to Lessee to pay the particular rental so accepted regardless of Lessor knowledge of such preceding breach at the time of acceptance of such rent.
16. Any holding over after the expiration of the term of this lease with consent of Lessor shall be construed to be a tenancy from year-to-year at the same annual rental as required to be paid by Lessee for the period immediately prior to the expiration of the term hereof and shall otherwise be on the terms and conditions herein specified so far as applicable.
17. The covenants and conditions herein contained shall be subject to the provisions as to assignment, transfer and subletting and shall apply and bind the successors and assigns of the parties hereto.
18. Time is of the essence of this lease and of each and every covenant, term, condition and provision hereof.
19. Lessee shall not sell, assign, or sublet all or any portion of the Leased Premise to

**INTERAGENCY SERVICE AGREEMENT PROVIDING FOR HUMAN RESOURCES
MANAGEMENT AND EMPLOYEE SERVICES BETWEEN THE CITY OF SAINT PETER AND
MINNESOTA RIVER VALLEY TRANSIT AUTHORITY**

This agreement for the provision of Human Resources and Employee services is made and entered into this ____ day of _____ 201_, by and between the Minnesota River Valley Transit Authority (MRVT) and City of Saint Peter (CITY) (collectively, the "Parties"),

WITNESSETH:

WHEREAS, local units of government are empowered under Minnesota Statutes Section 471.59 jointly and cooperatively to exercise any power common to the contracting parties or any similar powers; and

WHEREAS, MRVT provides public transportation services within the jurisdictions of Saint Peter and Le Sueur and other areas allowed by their operating agreements with the Minnesota Department of Transportation; and

WHEREAS, the Parties desire to provide for an agreement between and among them for the provision of Human Resources and Employee services by the City of Saint Peter and Financial Management Services by the City of Le Sueur; and

WHEREAS, it is the resolution of duly elected and appointed bodies of the Parties that it is in the best interests of the people of each to enter into such an agreement in order to effectively and efficiently provide public transit services,

NOW THEREFORE,

1. CITY shall:
 - a) Provide all employees needed for the operations and management of a public transit system within the service area established by the MRVT.
 - b) Properly computer code, bill MRVT and pay the following:
 - Employee salary;
 - Employee insurance and benefits, as set out and required in the City of Saint Peter Personnel Policy;
 - Federal and State withholding taxes, including FICA;
 - Worker's Compensation Premiums;
 - Unemployment benefits;
 - Recruitment and hiring process;
 - Required reporting to state and federal governments related to pay and employment processes;
 - Discipline up to and including termination;
 - Training, supervision and management
 - All other employee costs itemized and submitted to the MRVT.
2. MRVT shall reimburse CITY, within 5 days of billing the following:

- Salary;
- Employee insurance and benefits, as set out and required in the City of Saint Peter Personnel Policy;
- Federal and State withholding taxes, including FICA;
- Worker's Compensation Premiums;
- Unemployment benefits;
- Recruitment and hiring process;
- Required reporting to state and federal governments related to pay and employment processes;
- Discipline up to and including termination;
- Training, supervision and management
- All other employee costs itemized and submitted to the MRVT.

In the event of termination of the agreement MRVT shall be responsible for all employee related cost of the termination including but not limited to unemployment claims and accrued employee benefits.

3. Records and Reporting. The CITY shall provide regular reports to the MRVT Board on:

- a) Number of employees;
- b) Hours worked;
- c) Job Descriptions;
- d) Benefits provided to employees;
- e) Training and educational opportunities, certification and licensing
- f) Other matters which affect the interests of the Board MRVT.

The books and records of the MRVT shall be open to inspection by members at all reasonable times, and by the public pursuant to Minnesota Statutes, Chapter 13.

4. Indemnification. For purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, chapter (466), the employees and officers of the CITY are deemed to be employees (as defined in Minnesota Statutes, section 466.01, subd. 6) of the MRVT.

The MRVT agrees to defend and indemnify the CITY against any claims brought or actions filed against the CITY or any officer, employee, or volunteer of the CITY for injury to, death of, or damage to the property of any third person or persons, arising from the performance of the duties required of the CITY by the MRVT pursuant to this agreement.

Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes, chapter 466, applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party. The intent of this subdivision is to impose on MRVT a limited duty to defend and indemnify the CITY for claims arising out of MRVT'S operations subject to the limits of liability under Minnesota Statutes, chapter 466. The purpose of creating this duty to

defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

5. **Effective date; termination.** This agreement shall become effective on execution by all parties hereto, and shall continue in force until a party hereto gives the other contracting parties 180 calendar days written notice of its termination, delivered to the City Administrator(s) of SAINT PETER. The termination will be effective on the 181st calendar day after notice or by an alternative date as agreed to by the parties.
6. **Voluntary and Knowing Action:** The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
7. **Authorized Signatories:** The parties each represent and warrant to the others that:
 - (1) The persons signing this Agreement are authorized signatories for the entities represented, and
 - (2) No further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the others harmless against any breach of the foregoing representation and warranty.
8. **Notices:** The Members representatives for notification for all purposes are:

MRVT _____ _____ _____	SAINT PETER City Administrator's Office 227 South Front Street Saint Peter, Minnesota 56082
--	---
9. **Assignment:** This Agreement may not be assigned by a Party without the written consent of the other.
10. **Modifications/Amendment:** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representatives of all of the Parties hereto. The Parties may propose amendments to this Agreement. The Party seeking to amend shall present the proposed amendment in writing to the other Party.
11. **Records—Availability and Retention:** Pursuant to Minn. Stat. §16C.05, subd. 5, the Parties agree that any Party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to employment practices and procedures and involve employees that are assigned to work for MRVT related to this Agreement.
12. **Data Practices:** The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, and

Section 13.01 *etseq.*

- 13. No Waiver: Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- 14. Entire Agreement: These terms and conditions constitute the entire Agreement between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- 15. Savings Clause: If any section, subdivision or provision of this Agreement shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, subdivision or provision shall not invalidate or render unenforceable any of the remaining provision hereof.
- 16. Counterparts: This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this agreement is signed by authorized representatives of the units of government, all pursuant to approval for the agreement and the signing of the same duly given by each of their respective Council duly made, seconded and carried, all effective on the day and year first hereinbefore written.

CITY OF SAINT PETER

**MINNESOTA RIVER VALLEY TRANSIT
AUTHORITY**

Charles Zieman
Mayor

MRVT Chairperson

ATTEST:

Todd Prafke
City Administrator

MRVT

**STATE OF MINNESOTA)
) SS
COUNTY OF NICOLLET)**

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Charles Zieman and Todd Prafke, the Mayor and City Administrator of the City of Saint Peter, Minnesota.

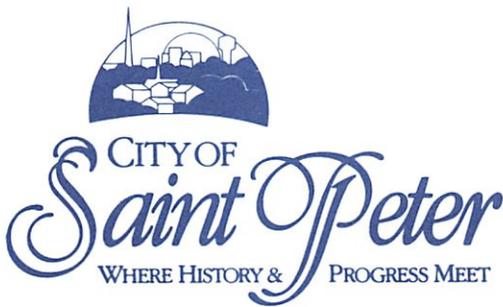
Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF NICOLLET)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____ and _____ the duly
authorized Chairperson and Board member of the Minnesota River Valley Transit Authority

Notary Public

Interagency HR 11042016.docx



Memorandum

TO: Honorable Mayor Zieman
Members of the City Council

DATE: 11/17/16

FROM: Todd Prafke
City Administrator

RE: Board of Appeal and Equalization Training

ACTION/RECOMMENDATION

None needed. For Council review and discussion.

BACKGROUND

As Councilmembers know, the City is required to have at least one member certified as a Local Board of Appeal and Equalization trained member. At this time the City of Saint Peter has no members who have a current training certification.

In July of 2016, the process for training was changed to provide for online training for local officials. This online training process is available only until February 1, 2017 and anyone who takes the online training before that date will be certified until July 1, 2020.

Time has been set aside on the workshop agenda for Monday evening to discuss how the Council wishes to proceed. Your options are two-fold. You can have at least one member take the training and the Council would then continue conducting local Board of Appeal and Equalization meetings. Or, you can delegate (transfer) your responsibility to sit as the Board of Appeal and Equalization to the Nicollet County Board in what is called an "Open Book" process or a newly established Board. Either transfer, should the Council choose to take an alternate route, would be for a period of time to be specified (minimum of three years) in the resolution that would be provided to Nicollet County.

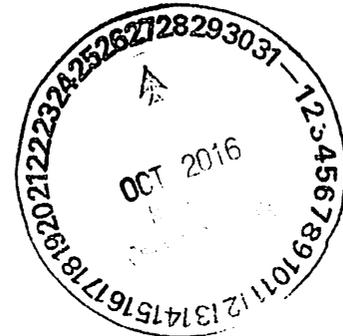
Previous Councils have discussed delegating that responsibility to the County Board or establishing a separate Board and have chosen to maintain this authority/responsibility with the Council itself. The theme of those previous discussions was that by maintaining the authority, the City Council has more options or control over changes in value on a category by category basis. Delegating that authority really means that the Council would have no control and in the past, on a few occasions, you have exercised that control.

Information about the online training has been included with this memorandum along with the most recent correspondence from Nicollet County about the need for training.

Please feel free to contact me if you have any questions or concerns on this agenda item.

TP/bal

October 26, 2016



To: Courtland Township Clerk
Traverse Township Clerk
✓ St. Peter City Administrator

From: Lorna Sandvik, County Assessor *Lorna*

Subject: **2017 Local Boards of Appeal and Equalization**

Enclosed please find the Local Board of Appeal and Equalization Trained Member Certification Form. Please complete the Certification Form and return it to our office by the February 1, 2017 deadline. As noted, if the form is not returned by February 1, 2017, the board of appeal powers will be transferred to the county and an open book meeting will be conducted for your township or city.

I have also enclosed information provided by the Department of Revenue regarding the on-line LBAE training website. A list of trained members is available on that website. **According to the listing updated 9/30/16, your jurisdiction does NOT have a trained LBAE member.**

Please contact your local board members to arrange for at least one member to take the on-line training course if you are planning on holding a Local Board of Appeal and Equalization meeting next spring.

In response to questions we have received regarding the "open book" appeal option, I have enclosed general information about the open book process and a sample resolution that has been used by jurisdictions that have opted to forego the traditional LBAE meeting in favor of the open book format. For the 2016 assessment, 4 townships and 1 city in Nicollet County held open book meetings.

In order to voluntarily choose the open book appeal option for your township or city, you must pass a resolution and notify the county assessor, in writing, of your intent to transfer your local duties to the county by February 1, 2017. If you do not return the enclosed Certification form, or do not have a quorum or a member current in their training requirements at the scheduled LBAE meeting, the 2017 meeting will automatically be transferred to open book status.

If you have any questions, please let me know.



Memo

Date: March 2, 2016
To: Local and County Board Members
From: Jessi Glancey, State Program Administrator Principal
Subject: Board of Appeal and Equalization Training Update

Online Training Version I

Board of Appeal and Equalization (BAE) online training was launched on July 2, 2015. At that time, all board members had the opportunity to register and take the training prior to the February 1, 2016 compliance date.

In total, 554 board members completed the training statewide, which is the largest group of trained members ever trained in the history of Board of Appeal and Equalization training. Thank you to all of you that took the time to register and take the training. We hope your experience with the training was a positive one.

Online Training Version II

Online training will be available to all board members after July 1, 2016 and will remain available until February 1, 2017. Anyone who completes the training between July 1, 2016 and February 2, 2017 will be certified until July 1, 2020.

There will be an updated version of the online training due to feedback we received. Some things you will notice include:

- There will be one training link instead of seven modules.
- It is also shorter than version one; it will now take a user 30-45 mins to complete.
- We are also working on resolving some of the technical issues that came up this past year for some of our users.

Board members interested in taking the training need to complete the following steps:

1. Register to take the training by accessing the MN Department of Revenue website
 - http://www.revenue.state.mn.us/local_gov/prop_tax_admin/Pages/lbaetraining.aspx
2. Watch for a confirmation email, with login information
3. Login to start the training **within 30 days** of receiving the confirmation email
4. Complete the training
5. Print/save completion certificate

How do I register?

You can register starting **June 27, 2016**. We encourage all board members to use their own email addresses when registering for the training, so that the system can create an accurate user profile for you. More information about the registration process will be posted on the website in June.

Be sure to check the website often for updates and additional information.

What if I have additional questions?

We will be offering a webinar for anyone who would like a live demonstration on how to register, how to access the training, and some other basic technical tips. A webinar is a seminar conducted over the internet. It is very easy to access, and all you would need is an internet connection to view this webinar.

We are hoping to offer this webinar sometime in the fall of this year. We highly encourage that board clerks view this webinar, therefore if a board member is struggling with accessing the training, the clerk could assist them in most situations. More information about this webinar will be announced as we get closer to scheduling the webinar.

Summary

Key points to take away from this memo:

- Online training and registration will be launched on July 1, 2016
- Registration will open on June 27, 2016
- The training will be available until February 1, 2017
- Be sure to check the DOR website throughout the year for updates/announcements/information
 - http://www.revenue.state.mn.us/local_gov/prop_tax_admin/Pages/lbaetraining.aspx
- A live demonstration webinar will be offered this fall, stay tuned for more information

If you have any questions, please contact us via email at proptax.bae@state.mn.us.

Open Book Meetings

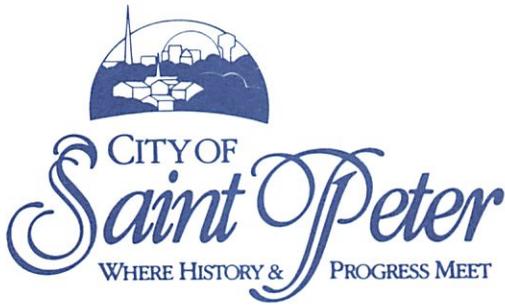
This version of appeal is an organized approach to address individual appeals in a less formal manner than the Local Board of Appeal and Equalization (LBAE). The assessor sets aside a time (during the months of April or May) and place to meet with citizens to discuss their specific concerns about their properties.

What are the procedures for open book meetings?

- Similar to the traditional LBAE meeting, taxpayers are notified of the date and time of the meeting on their valuation notices. These meetings may take place at a public facility in that jurisdiction or at the county offices.
- Property records and value information are brought to the meeting or accessed via laptop computers.
- Taxpayers can attend and meet with an appraiser or the county assessor to discuss their valuations and/or classifications. The county assessor has the authority at the meeting to make appropriate, justified adjustments to the valuation and/or classifications.
- If the taxpayer and assessor continue to disagree after the open book meeting, the taxpayer may proceed to appeal at the County Board of Appeal and Equalization meeting or Tax Court.

What are the benefits of open book meetings?

- Taxpayers often find them less intimidating than presenting their appeal to the LBAE.
- They often appreciate the fact that they can have their questions answered in a more private setting and not have to be apprehensive about making a presentation in front of their friends and neighbors.
- In a one-on-one setting, property owners may spend as much time with the appraiser as they need. They can compare the value of their property with the values of similar properties and review similar properties that have sold. Property owners can see that the appraiser collects the same information on all properties, reassuring them that the process is the same for everyone, and they have not been singled out for a value increase.
- Unlike the traditional LBAE meeting, taxpayers who are unable to attend a scheduled open book meeting can visit the assessor's office any time prior to the County Board of Appeal and Equalization meeting to resolve value and/or classification disputes. They can also proceed to the County Board of Appeal and Equalization without attending the open book meeting or having any contact with the assessor's office.



Memorandum

TO: Honorable Mayor Zieman
Members of the City Council

DATE: 11/17/2016

FROM: Todd Prafke
City Administrator

RE: APPA Legislative Rally

ACTION/RECOMMENDATION

None needed. For your information and discussion only.

BACKGROUND

The American Public Power Association Legislative Rally schedule has been announced as follows:

February 27, 2016 – March 1, 2016

Time has been set aside on the workshop agenda for Monday evening to discuss Council participation in the rally. At your Goal Session you indicated that having two member plus Public Works Director Moulton attend was "about right" so please bring your calendars with you so we can figure out who might attend. That information will be translated into action at an upcoming meeting so the state Law and City Council policy for travel can be complied with. Also, the sooner we get rooms and flights the cheaper it will be.

Previously the Council has discussed the value of this activity and Member participation. While it is maybe a bit easier to articulate the reason for your Public Work Director to be there, I also believe that Elected Officials and the community gain through effort like this. Specifically, the ability to meet and confirm with Federal staff about electric and other issues has been important in our ability to gain support and funding for major projects within your community. In addition, the networking opportunities within the Minnesota contingent and SMMPA delegates are enormous and allow us to learn, know, explore opportunities and sway policy decision that we would otherwise not truly know or understand.

Please let me know if you have any questions or concerns about this agenda item.

TP/bal

KNOW THE ISSUES

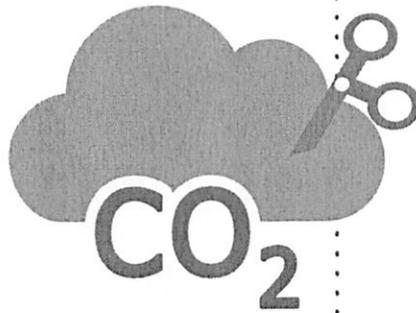
PUBLIC POWER'S LEGISLATIVE PRIORITIES

Take Thoughtful
Action to

**ADDRESS
CLIMATE
CHANGE**



The Clean Power
Plan aims to slash
CO₂ emissions
**32 percent
by 2030**



The plan tries to do
TOO MUCH, TOO FAST

We need to address climate change,
but not through the Clean Air Act

APPA has challenged the rule and
supports the **Ratepayer Protection
Act** and the **Affordable, Reliable
Electricity Now Act**

Municipal bonds help public power
create new infrastructure at the
rate of **\$11 billion annually**

Tax exemption for
bonds is under attack
by opponents who aim
to **cap or eliminate it**



Congress should prevent further cuts
to **Build America Bonds** and protect
bonds from sequestration

Preserve public
power's ability to

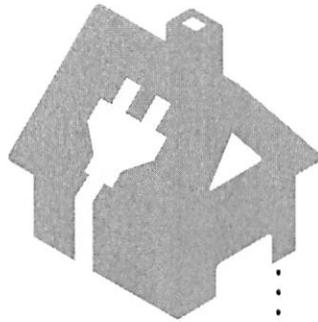
**BUILD WITH
BONDS**



KNOW THE ISSUES

PUBLIC POWER'S LEGISLATIVE PRIORITIES

Many public power utilities buy **wholesale electricity** to supply their customers



Mandatory capacity markets are **raising prices for customers**, and profit only merchant generators



Public power utilities should be allowed to own generation or buy power through direct contracts



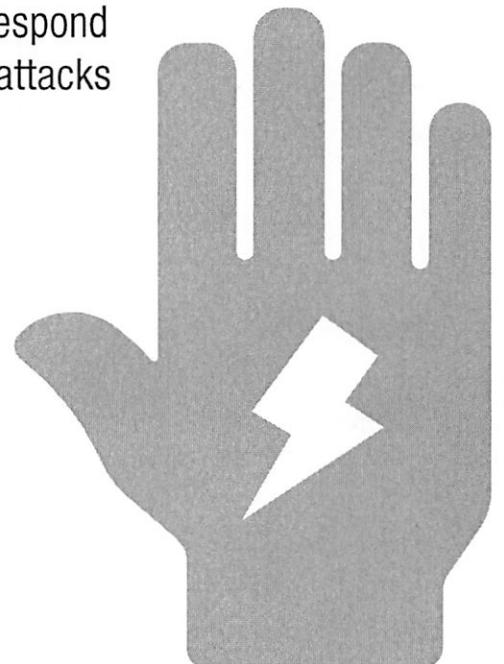
Bills enacted in 2015 for **information sharing and liability protection** need to be implemented properly



As the grid evolves, so do threats



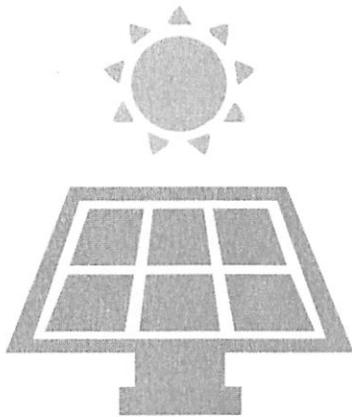
Together with industry-government partners, we can prepare for and respond to cyber attacks



KNOW THE ISSUES

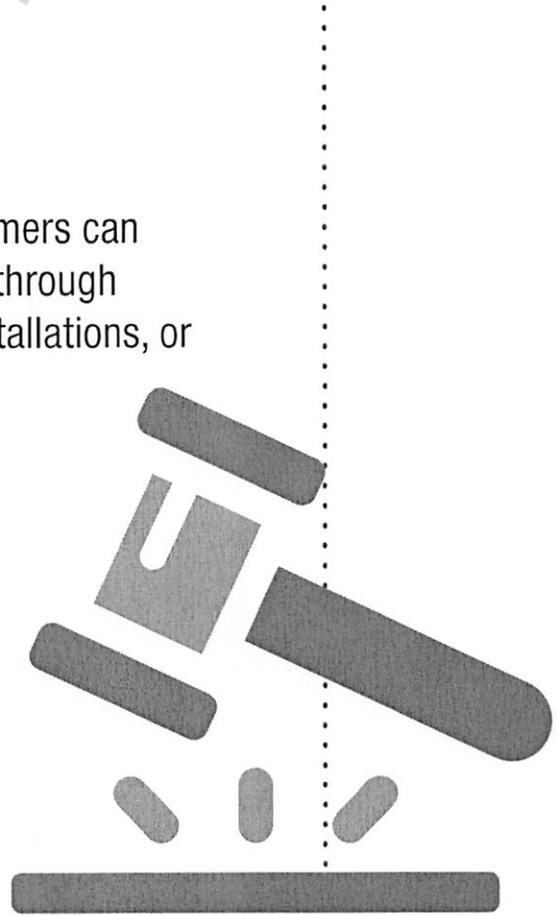
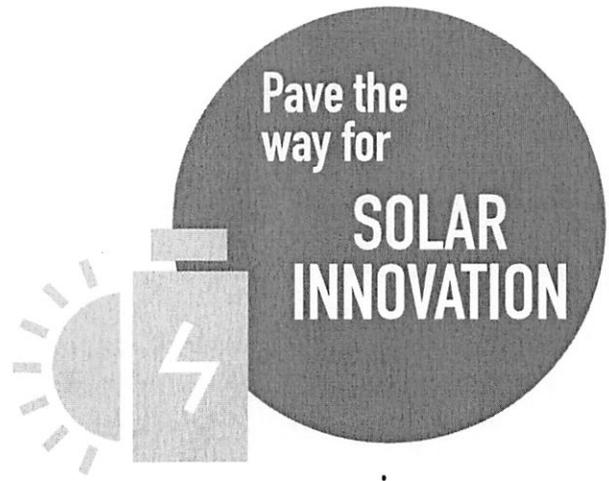
PUBLIC POWER'S LEGISLATIVE PRIORITIES

Solar and other distributed generation play **an important role**



Public power customers can participate in solar through rebates, rooftop installations, or community solar

Congress should keep participation in **net metering voluntary** for public power. Utilities work with their customers to make policies **fair and transparent.**





www.publicpower.org



@PublicPowerOrg
#PublicPower