

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

City Council Goal Session, Monday, September 15, 2014  
St. Peter Room, Community Center – 3:00 p.m.

- I. WELCOME**
- II. RULES FOR THE DAY**
- III. BREAK CALLER**
- IV. DISCUSSION**
  - A. Bossy Ball
  - B. Weakest Link Exercise
  - C. Veterans Memorial Design Criteria
  - D. City Code Language - "Acting Director"
  - E. Budget Process
  - F. Long Range Financial Picture
  - G. Regional Treatment Center Update
  - H. Hospital Update
  - I. Facilities – Yours, Mine, and Ours
  - J. Roles – Elected/Staff
  - K. Continuous Improvement Process Review
  - L. Succession Planning
  - M. Mentoring/Shadowing Program
  - N. Private Service Line Maintenance Agreements
  - O. Housing Articles
  - P. Entrepreneurial Government
  - Q. Cooperative Efforts
  - R. Child Care Task Force Update
  - S. Property Acquisition – St. Julien
  - T. Parking Lot #5 Development
  - U. Others
- V. ADJOURNMENT**

Office of the City Administrator  
Todd Prafke



**I. WELCOME**

**II. RULES FOR THE DAY**

Typically the Council will take a few moments to review the brainstorming rules. We might also delve into “Hurling Day”, determine a “break caller” and generally visit about how your time will be spent together.

**III. BREAK CALLER**

The Mayor will select a person to be in charge of calling breaks so Todd does not keep going and no one has a chance to use the restroom or eat or drink.

**IV. DISCUSSION**

**A. BOSSY BALL**

A new version of this game with less catching and more questions.

**B. WEAKEST LINK EXERCISE**

A discussion on those items that didn't do so well for us over the last year and looking at processes and systems in trying to make things work better in the future.

**C. VETERANS MEMORIAL DESIGN CRITERIA**

A directed discussion on the criteria for the Vets Memorial in Minnesota Square Park. A number of ideas are included in your packet and I will help facilitate your discussion. Our goal is to have a list for your Parks Board to use as a basis for review of any plans that are brought forward by the Vets Memorial Group.

**D. CITY CODE LANGUAGE – “ACTING DIRECTOR”**

A proposed change in your Code (Ordinance) that clarifies, or rather establishes, “Acting Director” positions for any of your Department heads.

**E. GENERAL FUND BUDGET PREVIEW**

A review of budget information to date and a look forward to your process for the 2015 year.

**F. LONG RANGE FINANCIAL PICTURE**

A review of your financial picture into the future. This will include a review of when debt expires, cash positions and the start of planning for the future focused on Enterprise funds and the Community Center.



**G. REGIONAL TREATMENT CENTER UPDATE**

A report of work and activities with the Regional Treatment Center.

**H. HOSPITAL UPDATE**

An update on River's Edge Hospital and services provided. This will include a financial and services update and looking forward to what we see as strengths and weaknesses.

**I. FACILITIES – YOURS, MINE, AND OURS**

An update of the Lambert Farm and Hermel property and discussion as to how we arrange facilities currently. What do we do in the future? What does it mean? How are we impacted? How do we think beyond the self-imposed limits we currently have in place?

**J. ROLES**

1. Elected Officials
2. Staff

**K. CONTINUOUS IMPROVEMENT PROCESS REVIEW**

A review of want for a system that can help our organization focus on what is important and develop data and processes to provide for ongoing improvement. (Baldrige is an example.)

**L. SUCCESSION PLANNING**

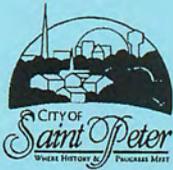
A review of the data on employees and discussion on that data. Additionally, I hope to discuss processes to replace retiring employees and in particular Department Directors just as we did with the Hospital CEO a couple of years ago. Two positions are left to discuss including the City Attorney and the City Administrator.

**M. MENTORING/SHADOWING PROGRAM**

A review of the program introduced last time by my intern Ben Effah. Is this something you want to pursue?

**N. PRIVATE LINE MAINTENANCE AGREEMENT**

A review of our work so far on this idea that started about three years ago on a catch as catch can basis.



**O. HOUSING ARTICLES**

A review of some housing that the Council has been involved in. While we discussed this a bit about a week ago, I think that knowing the history is a great advantage so thinking about this might be a great example.

**P. ENTERPRENEURIAL GOVERNMENT**

A review and discussion of the principles that have been used by the Council in the past.

**Q. COOPERATIVE EFFORTS**

A review of your efforts in this area including your wish to continue priorities, strategies and tactics in working with many of the partners you have.

**R. CHILD CARE STUDY GROUP**

An update of the work of this group which was established based on Council direction.

**S. PROPERTY ACQUISITION – ST. JULIEN**

A review of the need and want to take action related to the last property needed to complete acquisition of land needed for the roundabout on Old Minnesota Avenue and St. Julien Street.

**T. PARKING LOT #5 DEVELOPMENT**

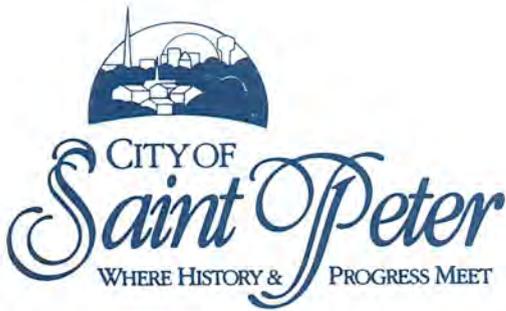
A review of your downtown priorities as we discuss the potential for development on this parcel of land. A bit of history, a bit of process, and a bit of new information will be exchanged.

**U. OTHERS**

A discussion on any topics that may interest you. After all...it is your meeting!

**V. ADJOURN**

Office of the City Administrator  
Todd Prafke



## Memorandum

**TO:** Honorable Mayor Strand  
Members of the City Council

**DATE:** 9/10/2014

**FROM:** Todd Prafke  
City Administrator

**RE:** Veteran's Memorial

### **ACTION/RECOMMENDATION**

For you information and discussion based on your direction from your last regular meeting in August.

### **BACKGROUND**

Members may recall your discussion and decisions relative to a Veteran's Memorial placement in Minnesota Square Park.

At that time you passed the resolution that is attached. Please also find attached some information from the Vietnam Memorial and the criteria that committee used in selecting the design for that well known and highly regarded memorial.

Part of that resolution provides a timeline for giving the Parks Board general criteria that they are to use to review any design that is provided by the Veteran's Memorial Committee. In an effort to meet that timeline, I am proposing as a starting place that you look towards the following questions that can be used to identify that criteria

This issue is particularly emotional for many and justifiably so. While we are not discussing Veterans and their valued service, we are discussing something that represents their efforts, commitments, and sacrifice. It can be very hard to separate the two.

I believe that the central theme or tenant that can be agreed to by most might be articulated as:

- Focus on Veterans as individuals and their service. Any memorial should have a local focus.
- Promotion of their service to provide freedom while always desiring peace.
- A design that is simple, like the Vietnam Veterans Memorial, paying tribute to the veterans of our community in a way that is accessible and on a human scale.

Maybe this quote can serve as a bit of inspiration for this overall thought. (This is not a suggestion for use; just a quote that I think gets to the point well.)

*'The soldier above all others prays for peace, for it is the soldier who must suffer and bear the deepest wounds and scars of war.'*

*Douglas MacArthur*

The established goal is to give the Parks Board and the Veterans Memorial group both imagery and some practical guidance on what the Council wishes to see; a set of criteria that should be followed, but also a framework of principles so that we understand the goals and can continue to come to consensus.

So let's work toward that.

Let's start with location. Location will significantly impact design so establishing location is an important early consideration. The final resolution from August 25th left open the location on the east side of Minnesota Square Park. The Committee, in its Chair's opening remarks, indicated that they were satisfied with the location proposed by Staff at the corner of Minnesota and College (northeast corner of the park. If you can set that as the location, I think that is a great start.

Let me throw out some words that I think you have all used or agreed to as a starting point. My goal is to use these terms to help develop some more concrete direction and criteria.

**"Freedom and Peace"** (used by me) as compared to "Liberty and Freedom" used by the Veterans Memorial Chair in his comments from their Viti to you in mid-August. I like the idea of Freedom and Peace as I think it represents what we as a people want to see and have. It is well worded by MacArthur in the quote used above. The Committee does not want to glorify war; rather they hope to provide recognition to those who served for these two purposes, Freedom and Peace. Additionally, this brings home the overarching thought that any local memorial is about people and not about branches of service, the materials of conflict or the organizations or war.

**Subdued** (used by both the Chair and I at your August workshop) - This means that we may wish to avoid the feel of a roadside attraction. It should be reverent and not a place where we just stop to stretch our legs, let the kids out of the car, or maybe eat a bite.

**Human Scale** (used in my memo to you of August 20) - This is meant to describe that it is not tall or wide or monolithic. One of the predominate things I hear repeatedly about the Vietnam Veterans Memorial's powerful impact is the you can touch each and every name. There is something about the sense of touch that is powerful for us. I believe that failing to make each name "touchable" or "traceable" would diminish any monument's ability to be personal and intimate. It is that intimate experience we seek when we look to commune with others in a way that the term "memorial" suggests.

**"Simple"** (used by me in my memo to you on August 20) - We may not need tremendous imagery, pictures, visual reminders, or structures representing war or people. We each have our own imagery stored away for our own use that will be brought out as we interact with the memorial. We store the picture of our brother, father or sister with us. That image, shown as we want, as we want to see it, and the opportunity to not be told how to see it, should be preserved. If you close your eyes and see them, that is all the image that is needed. Beyond that we

should strive to allow for simplicity of location and design so as to not to take away from each users opportunity to see what they want to see. I would also offer that a memorial is not really for those that have gone before us. It is really for us, for each of us who is still here, and we don't really need to be told how we should see things. This is a framework for the experience of communing with others both here and those we still carry within us.

**“Focus on individuals”** (used by me in memo to you on August 20) - This means that the highlight should be about our local servicemen and women. Not about the materials or organization of conflict. They have their own places where those very important institutions are recognized. Our goal should be to recognize our friends, family and neighbors who served. They should not be overshadowed by these other things.

**“Accessible”** (used by both the Committee and me at various times throughout the discussion) - Certainly this memorial should be ADA compliant, but this also goes to it being open all the time, if illuminated only in a way that allows for use not in a way like a billboard is illuminated. If there is to be a lit focal point, maybe it is the Flag or any central art or statue that is put in place. All parts of the memorial can be used by all people, possibly incorporated into the current sidewalk and certainly attached to the current sidewalk to have so anyone can pass through it. Lastly, this refers to some of the other terms used such as “touchable”. This should be a place that is not, figuratively speaking, behind a fence or in a glass case. It needs to be designed in a way that allows for more than viewing. It must be alive and experiential in nature. You must feel something when you pass through it.

Now to practical implications and a list to maybe get you thinking. You have already determined that it would be 3600 square feet. Beyond that some other ideas may include:

- Height restrictions, maybe an exceptions for flag or art. I would suggest less than 36 inches
- Material that can last for 100 years so rock, stone, metal that is resistant to corrosion.
- Only 3 flags allowed American, State and POW MIA.
- Any other lighting to be ground based or illuminating names but it be subdued.
- Only allowing the location name such at Veterans Memorial to have letters that are larger in size than the names.
- No materials of war such as guns or tanks or planes.
- Name plates may use branch of service emblems.
- There are certainly many others that you could use.

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

TP/bal

**CITY OF SAINT PETER, MINNESOTA**

**RESOLUTION NO. 2014 - 120**

**STATE OF MINNESOTA)  
COUNTY OF NICOLLET)  
CITY OF SAINT PETER)**

**RESOLUTION APPROVING LOCATION OF VETERANS MEMORIAL IN MINNESOTA  
SQUARE PARK**

WHEREAS, the City of Saint Peter owns parks and other recreational facilities; and

WHEREAS, Minnesota Square Park was deeded to the City for the enjoyment of the public;  
and

WHEREAS, the City Council has received a request from the Saint Peter Area Veterans Memorial Committee to all the long term use of a portion of Minnesota Square Park for the placement of a memorial to honor local veterans and their service to country and community;  
and

WHEREAS, the City Council believes that it is an appropriate use of Minnesota Square Park to honor local veterans; and

WHEREAS, the City Code contains regulations related to land use including setbacks, corner sight lines and other topics which would need to be followed if a memorial is constructed; and

WHEREAS, from time to time the City Council sets forth additional rules related to development of structures in City parks.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT:

1. The City Council approves the use of 3,600 square feet of land located on the east side of Minnesota Square Park, for the placement of a memorial honoring local veterans and their service to country and community.
2. The Saint Peter Area Veterans Memorial Committee shall be required to develop and submit a plan for financing and construction of a memorial as well as rules related to the placement of names at the memorial and other rules or policies as needed to maintain the operation of the memorial at the time of construction and into the future.
3. The memorial design, rules and policies shall be submitted to the Saint Peter Parks and Recreation Advisory Board for approval prior to approval of the City Council. The City Council will establish a set of generalized design criteria prior to September 30th that shall be used by the Parks and Recreation Advisory Board in its review of the design.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 25th day of August, 2014.

# The Vietnam Veterans Memorial

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### WHO FORMED THE IDEA OF THE VIETNAM VETERANS MEMORIAL?

The Vietnam Veterans Memorial was founded by Jan Scruggs, who served in Vietnam (in the 199th Light Infantry Brigade) from 1969-1970 as a infantry corporal. He wanted the memorial to acknowledge and recognize the service and sacrifice of all who served in Vietnam. The Vietnam Veterans Memorial Fund, Inc. (VVMF), a nonprofit charitable organization, was incorporated on April 27, 1979, by a group of Vietnam veterans (John Wheeler, Chairman of the Board for VVMF, served in Vietnam as a captain at U.S. Army headquarters from 1969-1970; Robert Doubek, VVMF project director, then executive director, served in Vietnam from 1968-1969 as an Air Force intelligence officer) in Washington, D.C. Jan Scruggs (President of VVMF) lobbied Congress for a two acre plot of land in the Constitution Gardens. Significant initial support came from U.S. Senators Charles McC. Mathias, Jr. (on November 8, 1979, Senator Mathias introduced legislation to authorize a site of national parkland for the Memorial) of Maryland and John W. Warner (Senator Warner launched the first significant financial contributions to the national fund raising campaign) of Virginia. On July 1, 1980, in the Rose Garden, President Jimmy Carter signed the legislation (P.L. 96-297) to provide a site in Constitution Gardens near the Lincoln Memorial. It was a three and half year task to build the memorial and to orchestrate a celebration to salute those who served in Vietnam.

### WHAT IS THE OFFICIAL NAME OF THE MEMORIAL?

"The official name of the Memorial is the Vietnam Veterans Memorial. It is sometimes referred to as VVM or "the Wall". The figures are called "The Three Servicemen". This is not a war Memorial but a Memorial to those who served in the war, both living and dead.

### WHEN DID CONSTRUCTION BEGIN?

On March 11, 1982, the design and plans received final Federal approval, and work at the site was begun on March 16, 1982. Groundbreaking took place on March 26, 1982. The Gilbane Building Company acted as the general contractor, and the architectural firm of Cooper-Lecky Partnership supervised the construction. The Memorial (wall) was completed in late October and dedicated on November 13, 1982, climaxing a week- long salute to Vietnam veterans.

### WHEN WAS THE MEMORIAL COMPLETED?

The walls and landscaping were completed by November 1, 1982. On November 11, 1984, all three units (the wall, the statue, and the flag) were combined. The Vietnam Veterans Memorial Fund, Inc. (VVMF) officially transferred control of the Memorial to the National Park Service, U.S. Department of the Interior and it became a national monument. The now completed Vietnam Veterans Memorial was accepted by the President of the United States on November 10, 1984.

### WHO PAID FOR THE MEMORIAL?

The Vietnam Veterans Memorial Fund, Inc. (VVMF) raised nearly \$9,000,000 entirely through private contributions from corporations, foundations, unions, veterans and civic organizations and more than 275,000 individual Americans. No Federal funds were needed.

### WHAT WERE THE CRITERIA REQUIRED FOR THE DESIGN?

There were four:

1. be reflective and contemplative in character;
2. harmonize with its surroundings;

3. contain the names of those who had died in the conflict or who were still missing;
4. make no political statement about the war.

#### **HOW WAS THE WINNING DESIGN CHOSEN?**

VVMF announced in October, 1980, that the Memorial's design would be selected through a national design competition open to any U.S. citizen 18 years of age or older. By December 29, 1980, 2,573 individuals and teams had applied for registration forms. By the deadline of March 31, 1981, 1,421 design entries had been submitted. All entries were judged anonymously by a jury of eight internationally recognized artists and designers, who had been selected by VVMF. The winning design was chosen on May 1, 1981. The designs were displayed at an airport hangar at Andrews Air Force Base for the selection committee, in rows covering more than 35,000 square feet of floor space. Each entry was identified by number only, to preserve the anonymity of their authors. All entries were examined by each juror; the entries were narrowed down to 232, finally 39. The jury selected Entry Number 1026 as it clearly met the spirit and formal requirements of the program. They felt its open nature would encourage access on all occasions, at all hours, without barriers, and yet free the visitors from the noise and traffic of the surrounding city.

#### **WHO DID THE JUDGING OF THE DESIGN ENTRIES?**

The judges included two landscape architects, two structural architects, an expert on urban development and landscape, and three sculptors. Pietro Belluschi, architect; Grady Clay, author; Garrett Eckbo, landscape architect; Richard H. Hunt, sculptor; Costantino Nivola, sculptor; James Rosati, sculptor; Hideo Sasaki, landscape architect; and Harry Weese, architect. Paul D. Spreiregen served as competition professional adviser.

#### **WHAT WERE THE WINNING PRIZES?**

Prizes totalling \$50,000 were awarded to the winning designs. The designer of the winning entry also received a commission to assist the Architect of Record in developing the design for construction.

#### **WHO DESIGNED THE (WALL) MEMORIAL?**

The Memorial (wall) was designed by an undergraduate at Yale University, Maya Ying Lin, born in Athens, Ohio in 1959. Her parents fled from China in 1949 when Mao-Tse-tung took control of China, and she is a native-born American citizen. She acted as a consultant with the architectural firm of Cooper- Lecky Partnership on the construction of the Memorial.

#### **WHAT WAS MAYA YING LIN'S CONCEPT OF THE MEMORIAL?**

She wanted to create a park within a park - a quiet protected place onto itself, yet harmonious with the overall plan of Constitution Gardens. The walls have a mirror-like surface (polished black granite) reflecting the images of the surrounding trees, lawns, monuments, and visitors. The walls seem to stretch into the distance, directing us towards the Washington Monument, in the east, and the Lincoln Memorial, to the west, thus bring the Vietnam Veterans Memorial into a historical context.

#### **DOES MAYA YING LIN'S NAME APPEAR ANYWHERE ON THE MEMORIAL?**

Yes, it does, along with the names of the officers of the Vietnam Veterans Memorial Fund, architects, etc., on a panel at the apex of the curb along the top of the Memorial.

#### **WHO DESIGNED THE SCULPTURE?**

In July 1982, VVMF selected Washington sculptor Frederic Hart, born in 1943, Atlanta, Georgia. He was the highest ranking sculptor in the design competition. His sculpture depicts "Three Servicemen" (also referred to as "Three Fighting Men" or "Three Infantrymen"). Mr. Hart's slightly larger than life-size sculpture was cast in bronze by Joel Meisner and Company Foundry during the summer of 1984. A process called 'patina' produced a rich variety of subtle color variations. The figures are young, wear uniforms, and carry the equipment of war. The statues show the men as "emerging out of the woods, looking vulnerable and alone". They look directly towards the apex of the wall, located approximately

150 feet away. The figures were unveiled on November 8, 1984. Mr. Hart received \$330,000 for his work.

#### **IS THERE A FLAGPOLE?**

Yes. On October 13, 1982, the U.S. Commission of Fine Arts approved the addition of the flag staff and recommended that it be grouped together with the sculpture to enhance the entrance to the memorial site. The American flag (which is 12' x 18') flies from a 60' pole. The flag flies 24 hrs. 7 days a week in honor of the men and women listed on the wall. The pole cost \$18,000 excluding base. VVMF paid for the flagpole from contributions it received from the American Legion. At the base of the staff are the seals of the five military services: Air Force, Army, Coast Guard, Marine Corps and Navy with the following inscription going around in full circle: THIS FLAG REPRESENTS THE SERVICE RENDERED TO OUR COUNTRY BY THE VETERANS OF THE VIETNAM WAR. THE FLAG AFFIRMS THE PRINCIPLES OF FREEDOM FOR WHICH THEY FOUGHT AND THEIR PRIDE IN HAVING SERVED UNDER DIFFICULT CIRCUMSTANCES. On special occasions a POW/MIA flag is flown on the same staff underneath the stars and stripes of the United States flag. Those occasions are Memorial Day, Veteran's Day and POW/MIA Recognition Day.

#### **HOW MANY NAMES ARE ON THE MEMORIAL?**

With the addition of six names added in 2010 the total is now 58,272 names listed on the Memorial. Approximately 1200 of these are listed as missing (MIA's, POW's, and others).

#### **THE FIRST KNOWN CASUALTY**

Richard B. Fitzgibbon, of North Weymouth, Mass. is listed by the U.S. Department of Defense as having a casualty date of June 8, 1956. His name is listed on the Wall with that of his son, Marine Corps Lance Cpl. Richard B. Fitzgibbon III, who has a casualty date of Sept. 7, 1965.

#### **HOW WERE THE NAMES OBTAINED?**

During and after the Vietnam war, the Department of Defense compiled a list of combat zone casualties according to criteria in a 1965 Presidential Executive Order. The Executive Order specified Vietnam, Laos, Cambodia, and coastal areas as a combat zone. If the Department of Defense, acting in accordance with these directives, considered an individual to be a Vietnam conflict fatality or to be missing, his/her name would be included. The VVMF verified the Department of Defense list, where possible, by cross-checking it against the casualty data provided by the individual service branches. Each name was then verified by the National Personnel Records Center, National Archives and Records Service, in St. Louis, Missouri. After computer processing, the names were checked manually for errors.

#### **HOW MANY NAMES HAVE BEEN ADDED SINCE THE MEMORIAL WAS DEDICATED?**

Nine groups of names have been added since the Memorial was dedicated. In group 1 (1983) there were 68 names added, group 2(1984) 15 names, group 3 (1986) 110 names, group 4 (2001) six names, group 5 (2002) three names, group 6 (2003) six names, group 7 (2004) ten names, group 8 (2005) four names, group 9 (2006) four names, group 10 (2007) three names.

The bulk of the names in the first group of 68 were Marines killed when their R&R flight crashed in Hong Kong. (This exception to the criteria was ordered by President Ronald Reagan.)

Those in the group of 110 were added when the geographic criteria were enlarged to include people killed (95 servicemen) outside the war zone while on or in support of direct combat missions and 15 servicemen who had subsequently died of wounds received in Vietnam.

The latest names added in 2011, brought the number of names on the black granite Wall to 58,272.

#### **ARE THERE ANY CIVILIANS LISTED ON THE WALL?**

No, the Memorial is dedicated to the 2.7 million men and women in the U.S. military who served in the designated war zone.

#### **HOW ARE THE NAMES ARRANGED ON THE WALL?**

They are in chronological order, according to the date of casualty within each day, the names are alphabetized. For the dead, the date of casualty is the date they were wounded (received in combat) or injured (received in an accident); for the missing, the date they were reported to be missing. The list starts and ends at the vertex (apex), beginning at the date 1959 (with first two names listed from the date of July 8, 1959) and the inscription (IN HONOR OF THE MEN AND WOMEN OF THE ARMED FORCES OF THE UNITED STATES WHO SERVED IN THE VIETNAM WAR. THE NAMES OF THOSE WHO GAVE THEIR LIVES AND OF THOSE WHO REMAIN MISSING ARE INSCRIBED IN THE ORDER THEY WERE TAKEN FROM US.) on panel 1E and going out to the end of the East wall, appearing to recede into the earth (numbered 70E - May 25, 1968), then resuming at the end of the West wall, as the wall emerges from the earth (numbered 70W - continuing May 25, 1968) and ending with the date of 1975 and its inscription (OUR NATION HONORS THE COURAGE, SACRIFICE AND DEVOTION TO DUTY AND COUNTRY OF ITS VIETNAM VETERANS. THIS MEMORIAL WAS BUILT WITH PRIVATE CONTRIBUTIONS FROM THE AMERICAN PEOPLE. NOVEMBER 11, 1982) at the bottom of 1W (last 18 names listed are from May 15, 1975). Thus the war's beginning and end meet; the war's complete, coming full circle, yet broken by the earth that bounds the angle's open side and contained within the earth itself. Although 1959 is marked as the beginning on Panel 1, East wall, a Captain (Army) Harry G. Cramer was killed 21 October 1957 during a training action. He is listed on line 78, panel 1, East wall, which was added approximately a year after the Memorial was dedicated.

#### **CRITERIA FOR NAMES ON THE WALL**

Early in the effort to establish the Vietnam Veterans Memorial it was determined by the veterans that the memorial would contain the permanent inscription of the names of all who died or who remain missing in the war. The inscription of the names was the sole mandatory criterion set by the Vietnam Veterans Memorial Fund (VVMF) for designs entered in the Vietnam Veterans Memorial Design Competition. The list of names came from casualty lists compiled by the Department of Defense (DOD).

#### **NAME CRITERIA**

DOD casualty lists were compiled during and after the Vietnam War according to criteria set in Executive Order No. 11216, signed by President Johnson on April 24, 1965, designating Vietnam and adjacent coastal waters, within specified geographical coordinates, as a combat zone. As hostilities spread, the combat zone was expanded to include additional areas such as Laos and Cambodia in or over which U.S. forces operated. DOD Instruction 7730.22, "Reports of U.S. Casualties In Combat Areas," January 20, 1967, and March 20, 1973, provided that the casualties to be reported were all those occurring within the designated combat areas and those deaths occurring anywhere as the result or aftermath of an initial casualty occurring in a combat area.

In February 1981, DOD supplied the VVMF with a computer database representing the casualty list which included those known dead or missing in action. The list included casualties from battle or hostile causes and those from accidental causes. After a lengthy process of cross checking the lists and working with each branch of the military, the VVMF used its discretion in adding some names that had been overlooked, but which still met the criteria.

The VVMF recognized that names might be added to the memorial after it was constructed and was gratified that DOD set up a mechanism to review individual cases of deaths some months or years after being wounded in Vietnam.

Names are added when it has been determined that a service member has died directly from combat-related wounds. Cancer victims of Agent Orange, and post traumatic stress suicides do not fit the criteria for inclusion upon the Memorial. Some have calculated that it would take another two or more entire Walls to include all the names in those two categories alone.

In addition, status changes occur when remains of missing-in-action (MIA) servicemen are identified, an ongoing process conducted by DOD. The VVMF works in conjunction with DOD to determine name additions and status changes and with the National Park Service which operates and maintains the Memorial. The cost of additional inscriptions is paid by the VVMF which has always been funded exclusively by private supporters.

#### **WHAT ARE THE DATES ON THE WALL?**

The first casualty names inscribed were Dale R. Buis and Chester R. Ovnard (this name was a misspelling, it should have read Ovnand) were military advisors, killed on July 8th, 1959 in Bienhoa, while watching a movie in the mess tent. The light had been turned on to change the movie reel and that is when snipers opened fire. The name of the movie was "The Tattered Dress", starring Jeanne Crain. Although 1959 is marked as the beginning on Panel 1, East wall, a Captain (Army) Harry G. Cramer was killed 21 October 1957 during a training action. He is listed on line 78, panel 1, East wall, which was added approximately a year after the Memorial was dedicated. 1975 was the year that the last 18 casualties (Daniel A. Benedett, Lynn Blessing, Walter Boyd, Gregory S. Copenhaver, Andres Garcia, Bernard Gause, Jr., Gary L. Hall, Joseph N. Hargrove, James J. Jacques, Ashton N. Loney, Ronald J. Manning, Danny G. Marshall, James R. Maxwell, Richard W. Rivenburgh, Elwood E. Rumbaugh, Antonio Ramos Sandoval, Kelton R. Turner, Richard Vande Geer) occurred on May 15th during the recapture of the freighter MAYAGUEZ and its crew.

#### **WHAT ARE THE STATISTICS OF THE MEMORIAL?**

Each of the walls is 246.75 feet long, composed of 70 separate inscribed granite panels, plus 4 at the end without names; the panels themselves are 40 inches in width; the largest panels have 137 lines of names, while the shortest have one; there are five names on each line, although with new additions of names, some lines now have six; the walls are supported by 140 concrete pilings driven approximately 35 feet (some are at 20 feet) to bedrock; at the vertex the walls are 10.1 feet in height.

#### **WHAT ARE THE NUMBERS AT THE BOTTOM OF THE PANELS?**

The numbers identify each panel when trying to locate a name. The numbers start out from the center (apex) with number "1" along each wall and end with the numbers "70" at the end of each wall.

#### **WHICH WALL IS EAST, WHICH WEST?**

The wall pointing to the Washington Monument is the East wall while the West wall points to the Lincoln Memorial. There are "E's" and "W's" by the panel numbers.

#### **WHAT ARE THE DOTS?**

These 1170 dots are used to help find a name and come in handy when one is looking for a name on a large panel. Each dot marks ten lines. The dots are located on the even-numbered panels. The system works except for Panel 1E. The inconsistency is caused by the inscription at the top of the panel. The line indicator work was done by Harold Vogel of Wood and Stone, Incorporated.

#### **WHAT ARE THE SYMBOLS BY THE NAMES?**

The diamonds and pluses (crosses) indicate whether a person is confirmed dead (those who died in accidents are included) or missing/whereabouts unknown. The diamond indicates a person's death was confirmed. The pluses (crosses) indicate that a person remains missing and unaccounted for and in no way are meant to be a religious symbol. A plus (cross) symbol can be easily turned into a diamond if a person is declared dead (such as the return of their remains). A circle (as a symbol of life) will be inscribed around the plus if the person comes back alive. As of this time, no circle appears on the wall. On the West wall the symbols precede the names, while on the East wall they follow the names.

#### **WHAT KIND OF STONE IS THIS?**

It is black granite from Bangalore, India, one of only three places in the world (the other countries are Sweden and South Africa) that you could get this amount of black granite in large sizes. Rogan Granite Industries was

responsible for obtaining the stone. It is used for the walls, safety curbs and walkways. The lettering is light gray in color, the natural color of the abraded stone, which contrasts sharply with the polished black surface, making it extremely legible.

#### **WHERE WAS THE STONE CUT?**

All cutting and fabrication were done in Barre, Vermont. The variations in color and texture between the panels and the curbs and walkways are a result of different finishing techniques, i.e. polishing, honing and flame treating.

#### **HOW WERE THE NAMES CARVED?**

The names were NOT carved by hand, but by a computerized typesetting process (by Datalantic, Incorporated, Atlanta, Georgia) called photo stencil gritblasting, developed by Larry Century, specifically for the Memorial, in Memphis, Tennessee.

#### **HOW WAS THE PROCESS DONE?**

The process is of a digitized typeface called Optima. It involves a film negative at one-third in size from which an enlargement is made, a film positive (a stencil) at full size. The next step is coating the granite, which has been polished, with a photo sensitive emulsion, and the image is then transferred from the enlargement to the stone in a process very similar to silkscreening. When this step has been completed, the stone within the area of the letters is exposed and the remaining surface is protected by the emulsion. The size of the letters is .53 inches, and they are approximately .015 inches in depth. Inscribing of the names was done by Binswanger Glasscraft Products. The inscribing of the additional names (April and May 1986) was done by Great Panes Glasswork, Incorporated (based in Denver, Colorado) with a coordinated effort by Cooper-Lecky Architects.

#### **WITH WHOM CAN I GET IN TOUCH WITH IF I HAVE ANY QUESTIONS ABOUT THE MEMORIAL, OR TO GET A COPY OF THE VIETNAM VETERANS MEMORIAL BROCHURE?**

#### **IF I CAN'T VISIT THE VIETNAM VETERANS MEMORIAL, WHO CAN I CONTACT TO HAVE A WALL RUBBING/TRACING OF A NAME DONE?**

#### **WHERE CAN I OBTAIN FURTHER INFORMATION ON SPECIAL EVENTS AT THE MEMORIAL?**

Write or call to the following:

Mail Operations/Vietnam Veterans Memorial  
National Park Service  
National Capitol Parks-Central  
900 Ohio Drive, S.W.  
Washington, D.C. 20242  
(202) 426-6841 or (202) 619-7225

[Search the Wall](#) | [Todays Wall Birthdays](#) | [Todays Wall Casualties](#) | [Photo Gallery](#) | [Literary Section](#) | [Women on the Wall](#) | [Medal of Honor](#) | [Casualty Summaries](#) | [Wall Information Page](#) | [Names on the Wall](#) | [FAQ](#) | [Bracelet Exchange](#) | [Link to The Wall-USA](#) | [Favorite Links](#) | [The Guestbook](#) | [Message Center](#) | [Support The Wall-USA](#) | [Contact Us](#)





**Financial Report Highlights**  
**For the Month Ended July 31, 2014**

<u>Statement of Revenue and Expen</u>	<u>Monthly</u>	<u>Year to Date</u>	<u>Budget</u>	<u>Ahead/(Behind)</u>
Gross Revenue	2,520,422	15,124,335	17,717,952	(2,593,617)
Net Patient Revenue	1,681,142	10,314,656	11,563,293	(1,248,637)
Operating Expenses	1,721,223	11,236,778	11,984,644	747,866
Net Income/(Loss)	(14,946)	(756,892)	(228,613)	(528,279)
EBIDA	131,919	261,459		

Revenue: Monthly Gross Revenue - set new monthly record for highest monthly gross revenue  
 Monthly Net Pt Revenue - Exceeded prior year and budget  
 YTD Net Pt Revenue has now exceeded prior year amounts  
 IP Revenue 90% of Budget or > SwingBed, Surgery/Anesthesia, MRI, Physical Therapy, & OT  
 OP Revenue 90% of Budget or > Dietary Services, ED, Ambulance, Urgent Care, Lab, OccupTh, Spch Th  
 Profess Rev 90% of Budget or > St Peter Clic, O/P Clinic

Expenses: Overall, underbudget but over prior year by 388,708  
 Fees area overbudget for both professional and other fees.  
 July includes the 1st month of hospitalist professional fees. Legal fees are over budget.  
 Fees Other represents temporary staffing expenses as well as purchased services.

Prior YTD loss 398,962  
 Current year loss 756,892

Cash Flow

Current 40,760 Positive cash flow for the month  
 \$300,000 transferred from Funded Depreciation for the E.H.R. project

- Settlements still outstanding from Medicare, and Blue Cross Blue Shield amounts rec'd in August
- August cash flow will be negative as the annual bond payment is made covering principal & interest.

Balance Sheets

Operating Cash 5,097,324  
 Funded Depreciation Cash 4,102,039

- Projects - Excellian project activity increasing to meet Go Live Date of 10/1/14.  
 - Sterilizer project in process for sugery.

Respectfully submitted,  
 Ann Lauer  
 Director of Finance

# River's Edge Hospital & Clinic Statistics Dashboard

Department/Service	2012 Actual	2013 Actual	2014 Budget/Mo	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Med Surg Patient Days	612	927	992/83	67	47	42	58	57	67	121					
REC-St Peter Patient Visits															
Family Medicine/Peds	4046	5242	5608/467	456	411	500	469	517	434	503					
REC- Le Center Patient Visits															
Family Medicine/Peds	626	823	880/73	69	59	48	0	0	0	0					
Laboratory Procedures															
Inpatient	4004	5079	5435/453	310	312	389	340	364	529	571					
Outpatient	43677	35904	38417/3201	3404	2839	3184	2827	3192	2780	3096					
Radiology Procedures															
Inpatient	190	286	306/26	26	23	14	19	18	21	44					
Outpatient	5989	4411	4720/393	305	251	360	285	351	350	476					
CT Procedures															
Inpatient	50	65	70/6	7	3	3	4	7	7	8					
Outpatient	1053	1103	1180/98	97	70	90	114	106	100	104					
MRI Procedures															
Outpatient	150	115	123/10	8	7	15	1	9	11	11					
Ultrasound Procedures															
Outpatient	396	369	33/m	34	22	28	36	25	24	30					
Emergency Department Visits															
Urgent Care	1992	1810	1937/161	129	126	119	134	170	183	147					
Emergency Department	4031	3963	4240/353	338	311	333	334	409	360	361					
Surgical Procedures															
Inpatient	11	64	68/6	8	4	2	8	6	7	12					
Outpatient	653	661	707/59	42	40	43	46	50	47	57					
Physical Therapy Modalities															
Inpatient	3244	3676	3933/328	323	305	272	234	406	342	355					
Outpatient	13299	13353	14288/1191	888	873	1005	1046	1087	1032	1065					
Occupational Therapy Modalities															
Inpatient	1381	1282	1372/114	84	109	106	53	123	98	171					
Outpatient	1599	1446	1547/129	152	130	86	100	140	172	162					
Cardiac Rehab Modalities															
Outpatient Cardiac Rehab Modalities	373	994	1064/89	39	31	66	57	50	84	105					
CAH Inpatient ALOS (Days)	2.53	2.81	< 4 days	3.35	2.52	2.00	2.52	2.64	3.05	3.46					
Average Daily Census (ADC) IP	1.71	2.57	2.75	2.16	1.89	1.35	1.93	1.87	2.23	3.90					
Average Daily Census Swing	2.67	1.95	2.1	1.61	2.04	3.52	1.03	2.68	1.93	2.23					
Total ADC	4.38	4.52	4.85	3.77	3.93	4.87	2.96	4.55	4.16	6.13					
Admissions Inpatient	249	340	30/m	23	19	19	23	20	22	41					

# Report Generation

08/19/14

## RIVER'S EDGE HOSPITAL & CLINIC STATEMENT OF REVENUES AND EXPENSES FOR MONTH ENDING July 31, 2014

	MONTH		YEAR-TO-DATE		PRIOR YEAR
	ACTUAL	BUDGET	ACTUAL	BUDGET	
Inpatient Revenue	837,315	665,881	4,017,877	4,661,167	3,804,561
Outpatient Revenue	1,579,507	1,755,669	10,399,855	12,289,683	10,782,068
Total Patient Revenue	2,416,822	2,421,550	14,417,732	16,950,850	14,586,629
Physician Clinic Revenue	103,600	109,586	706,603	767,102	649,602
Hospital Patient Revenue	2,520,422	2,531,136	15,124,335	17,717,952	15,236,231
Revenue Deductions	759,091	795,942	4,356,704	5,571,594	4,509,959
Contractual-Current Yr	0	0	(61,471)	0	(107,981)
Contractual-Prior Year	61,626	47,083	272,087	329,581	295,682
Bad Debt	5,090	12,240	95,164	85,680	77,690
Charity Discounts	1,463	6,132	23,385	42,924	40,256
Self Pay Discounts	12,010	17,840	123,810	124,880	136,168
Other	839,280	879,237	4,809,679	6,154,659	4,951,774
Total Revenue Deductions	1,681,142	1,651,899	10,314,656	11,563,293	10,284,457
Net Patient Revenue	13,200	17,376	103,647	121,632	96,728
Co-Op Inc.	2,701	2,887	19,901	20,209	21,872
Live Well Fitness	1,555	2,147	15,143	15,029	14,400
Other Revenue	0	1,664	7,000	11,648	1,107
Grants	17,456	24,074	145,691	168,518	134,107
Total Other Operating Revenue	1,698,598	1,675,973	10,460,347	11,731,811	10,418,564
Net Operating Revenue	627,005	614,465	4,221,051	4,301,255	4,142,460
Operating Costs	164,451	211,400	1,327,053	1,479,800	1,376,755
Salaries & Wages	224,323	143,609	1,120,301	1,005,263	989,932
Benefits	69,855	54,954	429,910	384,678	386,665
Fees-Professional	1,158	1,833	2,833	12,831	21,360
Fees-Other	234,912	255,385	1,481,343	1,787,695	1,482,871
Recruitment	25,663	25,080	180,197	175,560	166,534
Supplies	67,424	75,977	462,413	531,839	334,693
Utilities	83,935	70,823	529,289	495,761	471,321
Repairs & Maintenance	6,476	7,714	51,400	53,998	50,453
Lease, Rent, Minor Eqp	1,214	8,936	43,517	62,552	18,528
Dues & Subscriptions	15,804	10,000	53,667	70,000	24,887
Prof. Develop/Education	9,383	8,458	58,838	59,206	58,668
Marketing, Public Relations	38,090	38,131	267,122	266,917	285,269
Insurance	41,604	38,941	245,477	272,587	255,379
Interest Expense	1,151	2,654	11,138	18,578	21,157
Tax Expense	108,775	143,732	751,229	1,006,124	761,138
Other Expenses	1,721,223	1,712,092	11,236,778	11,984,644	10,848,070
Depreciation/Amortiz	(22,625)	(36,119)	(776,431)	(252,833)	(429,506)
Ttl Operating Expenses	1,721,223	1,712,092	11,236,778	11,984,644	10,848,070
Net Operating Income	(22,625)	(36,119)	(776,431)	(252,833)	(429,506)

RIVER'S EDGE HOSPITAL & CLINIC  
STATEMENT OF REVENUES AND EXPENSES  
FOR MONTH ENDING JULY 31, 2014

ACTUAL	MONTH BUDGET	PRIOR YEAR
0	542	0
7,236	2,835	1,652
443	83	(227)
7,679	3,460	1,425
(14,946)	(32,659)	19,944
=====		
Nonoperating Income/Exp		
Donations		
Interest Income-General		
Other Income/(Expense)		
Total Non Operating		
Excess Rev over Exp		
=====		
ACTUAL	BUDGET	PRIOR YEAR
0	3,794	8,100
18,600	19,845	21,901
939	581	543
19,539	24,220	30,544
(756,892)	(228,613)	(398,962)
=====		

# Report Generation

08/19/14

## RIVERS EDGE HOSPITAL AND CLINIC Statement of Revenues and Expenses For the Period Ending July 31, 2014

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Inpatient Revenue	552,384	460,576	523,759	419,210	593,218	601,415	837,315	0	0	0	0	0	4,017,877
Outpatient Revenue	1,457,311	1,274,852	1,517,851	1,392,264	1,580,252	1,597,817	1,579,507	0	0	0	0	0	10,399,855
Total Patient Revenue	2,009,695	1,735,428	2,041,610	1,811,474	2,173,470	2,199,232	2,416,822	0	0	0	0	0	14,417,732
Physician Clinic Revenue	86,504	98,182	115,075	106,604	103,197	93,441	103,600	0	0	0	0	0	706,603
Hospital Patient Revenue	2,126,199	1,833,610	2,156,685	1,918,078	2,276,667	2,292,673	2,520,422	0	0	0	0	0	15,124,335
Revenue Deductions	543,205	719,824	463,837	656,956	750,322	463,468	759,091	0	0	0	0	0	4,356,704
Contractual-Current Yr	0	0	0	0	(61,471)	0	0	0	0	0	0	0	(61,471)
Contractual-Prior Year	70,377	(35,073)	0	21,437	56,360	64,021	61,626	0	0	0	0	0	272,087
Bad Debt	4,367	18,859	12,904	7,024	36,518	10,402	5,090	0	0	0	0	0	95,164
Charity Discounts	5,366	3,838	6,188	3,123	(2,025)	5,433	1,463	0	0	0	0	0	23,385
Self Pay Discounts	22,767	15,723	17,584	15,108	25,388	15,231	12,010	0	0	0	0	0	123,810
Other	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Revenue Deduction	646,082	723,171	533,851	703,648	805,092	558,555	839,280	0	0	0	0	0	4,809,679
Net Patient Revenue	1,480,117	1,110,439	1,622,834	1,214,430	1,471,575	1,734,118	1,681,142	0	0	0	0	0	10,314,656
Co-Op Inc.	15,000	16,000	16,000	5,293	13,200	23,954	13,200	0	0	0	0	0	103,647
Live Well Fitness	2,948	2,409	3,135	3,199	3,136	2,373	2,701	0	0	0	0	0	19,901
Other Revenue	1,637	2,091	1,943	4,422	1,984	1,512	1,555	0	0	0	0	0	15,143
Grants	0	0	0	0	0	7,000	0	0	0	0	0	0	7,000
Total Other Operating Rev	20,585	20,500	21,078	12,914	18,320	34,839	17,456	0	0	0	0	0	145,691
Net Operating Revenue	1,500,702	1,130,939	1,643,912	1,227,344	1,489,895	1,768,957	1,698,598	0	0	0	0	0	10,460,347
Operating Costs	593,853	551,011	579,720	575,224	576,206	718,031	627,005	0	0	0	0	0	4,221,051
Salaries & Wages	264,869	90,190	203,147	225,711	194,500	184,186	164,451	0	0	0	0	0	1,327,053
Benefits	128,607	134,553	140,522	150,560	158,732	183,005	224,323	0	0	0	0	0	1,120,301
Fees-Professional	50,643	64,504	71,302	55,587	49,633	68,384	69,855	0	0	0	0	0	429,910
Fees-Other	0	0	0	1,675	0	0	1,158	0	0	0	0	0	2,833
Recruitment	189,394	238,606	210,268	140,021	228,841	240,301	234,912	0	0	0	0	0	1,481,343
Supplies	26,984	23,067	27,732	32,583	23,264	20,904	25,663	0	0	0	0	0	180,197
Utilities	32,551	64,764	75,477	71,496	77,385	73,316	67,424	0	0	0	0	0	462,413
Repairs & Maintenance	65,626	66,427	70,194	60,897	73,285	108,924	83,935	0	0	0	0	0	529,289
Lease, Rent, Minor Exp	9,055	7,289	6,935	6,185	8,133	7,328	6,476	0	0	0	0	0	51,400
Dues & Subscriptions	6,206	13,440	3,395	14,057	4,552	654	1,214	0	0	0	0	0	43,517
Prof. Develop/Education	1,133	1,057	6,082	8,924	7,831	12,837	15,804	0	0	0	0	0	53,667
Marketing, Public Relat	7,742	7,889	7,889	7,889	10,010	8,037	9,383	0	0	0	0	0	58,838
Insurance	38,090	38,585	38,090	38,090	38,090	38,090	38,090	0	0	0	0	0	267,122
Interest Expense	32,205	35,710	34,773	35,964	32,971	32,249	41,604	0	0	0	0	0	245,477
Tax Expense	1,661	1,588	1,845	1,030	2,347	1,514	1,151	0	0	0	0	0	11,138
Other Expenses	104,151	104,168	114,711	102,823	107,826	108,774	108,775	0	0	0	0	0	751,229
Depreciation/Amortiz	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Operating Expenses	1,551,770	1,442,848	1,592,082	1,528,716	1,593,606	1,806,534	1,721,223	0	0	0	0	0	11,236,778
Net Operating Income	(51,068)	(311,909)	51,830	(301,372)	(103,711)	(37,577)	(22,625)	0	0	0	0	0	(776,431)

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# Report Generation

08/19/14

## RIVERS EDGE HOSPITAL AND CLINIC Statement of Revenues and Expenses For the Period Ending July 31, 2014

	January	February	March	April	May	June	July	August	September	October	November	December	Total
NonOperating Income/Exp	0	0	0	0	0	0	0	0	0	0	0	0	0
Donations	1,993	2,093	1,861	1,800	1,882	1,736	7,236	0	0	0	0	0	18,600
Interest Income-General	433	(182)	552	(353)	364	(318)	443	0	0	0	0	0	939
Other Income/(Expense)	0	0	0	0	0	0	0	0	0	0	0	0	0
Transfer to City	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Non Operating	2,426	1,911	2,413	1,447	2,246	1,418	7,679	0	0	0	0	0	19,539
Excess Rev over Exp	(48,642)	(309,998)	54,243	(299,925)	(101,465)	(36,159)	(14,946)	0	0	0	0	0	(756,892)

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# Report Generation

08/19/14

## RIVERS EDGE HOSPITAL AND CLINIC CASH FLOW REPORT AT July 31, 2014

	MONTH	YEAR
<b>OPERATING ACTIVITIES AND NONOPERATING REVENUE:</b>		
Excess of Revenue over Exp	(14,947)	(756,892)
Adj to reconcile excess of Rev over Exp to Net Cash:		
Depreciation & Amortization	108,775	751,229
Noncash gifts & bequest	0	0
(Incr)Decr Amt Due 3rd PPY	0	(510,935)
(Incr) Decr in Accts Rec	103,764	(336,948)
(Incr) Decr in Prepaids	(24,074)	(55,462)
(Incr) Decr in Inventories	7,069	(17,283)
Deferred Financing Costs	778	778
Incr (Decr) in A/P & Accrual	94,662	74,556
Net Cash provided by Operation	276,027	(850,957)
<b>INVESTING ACTIVITIES:</b>		
Purchase of Property & Equip	(257,406)	(582,679)
Purchase of Investments	(13,200)	(15,754)
Cash provided by Investments	(270,606)	(598,433)
<b>FINANCING ACTIVITIES:</b>		
Repayment of Long-Term Debt	(2,750)	27,500
Payment of Interest-LT Debt	38,090	38,090
Cash Provided by Financing	35,340	65,590
INCR (DECR) IN CASH & CASH EQU	40,761	(1,383,800)
CASH BEGINNING OF PERIOD	9,241,484	10,666,045
CASH END OF PERIOD	9,282,245	9,282,245
<b>CHANGE &amp; BALANCE OF CASH:</b>		
OPERATING CASH	339,282	5,097,324
NON-CURRENT CASH	(298,522)	4,184,920
TOTAL CHANGE & BALANCE OF CASH	40,760	9,282,244

# Report Generation

08/19/14

## RIVER'S EDGE HOSPITAL & CLINIC Balance Sheet at July 31, 2014

	Current Month	Prior Month	INC/(DEC)	INC/(DEC)%
<b>Current Assets:</b>				
Cash	5,097,324	4,758,042	339,282	7.1
Patient Receivables	3,465,371	3,622,825	(157,454)	(4.3)
Less: Allow Uncollectible	(1,177,663)	(1,231,805)	54,142	(4.4)
<b>Total Patient Receivables</b>	<b>2,287,708</b>	<b>2,391,020</b>	<b>(103,312)</b>	<b>(4.3)</b>
3rd Party Payers	491,522	491,522	0	0.0
Other Receivables	20,449	20,901	(452)	(2.2)
Inventories	295,792	302,860	(7,068)	(2.3)
Prepaid Expenses	198,097	174,023	24,074	13.8
<b>Total Current Assets</b>	<b>8,390,892</b>	<b>8,138,369</b>	<b>252,523</b>	<b>3.1</b>
<b>Other Assets</b>				
Board Designated Funds	4,102,039	4,401,524	(299,485)	(6.8)
Dedicated Cash	82,881	81,919	962	1.2
Investments	479,141	465,941	13,200	2.8
<b>Total Other Assets</b>	<b>4,664,061</b>	<b>4,949,383</b>	<b>(285,322)</b>	<b>(5.8)</b>
<b>Intangible Assets:</b>				
Unamortized Loan Costs	86,398	87,176	(778)	(0.9)
Plant, Property, and Equipment	1,185,736	1,185,736	0	0.0
Land & Land Improvements	7,128,336	7,128,336	0	0.0
Building and Improvements	3,967,646	3,967,646	0	0.0
Fixed Equipment	9,082,776	8,868,987	213,789	2.4
Major Movable Equipment				
Tot Plant, Property, & Equip	21,364,494	21,150,706	213,789	1.0
Less:Accum Depreciation	(13,090,405)	(12,978,650)	(111,755)	0.9
<b>Total PP&amp;E less depreciation</b>	<b>8,274,090</b>	<b>8,172,056</b>	<b>102,034</b>	<b>1.2</b>
Construction in Progress	970,006	923,408	46,598	5.0
<b>Total Fixed Assets</b>	<b>9,244,095</b>	<b>9,095,464</b>	<b>148,631</b>	<b>1.6</b>
<b>Total Assets</b>	<b>22,385,446</b>	<b>22,270,392</b>	<b>115,054</b>	<b>0.5</b>

# Report Generation

08/19/14

## RIVER'S EDGE HOSPITAL & CLINIC Balance Sheet at July 31, 2014

	Current Month	Prior Month	INC/(DEC)	INC/(DEC)%
Current Liabilities				
Accounts Payable	613,328	601,919	11,409	1.9
Accrued Payroll	291,206	217,419	73,787	33.9
Accrued PTO	580,569	580,051	518	0.1
Self Insurance	87,243	86,187	1,056	1.2
Payroll Taxes and Deduction	253,282	245,392	7,890	3.2
Accrued Int Payable-Bond	190,448	152,358	38,090	25.0
Current Portion Logn Term Debt	500,000	500,000	0	0.0
	-----	-----	-----	-----
Total Current Liabilities	2,516,077	2,383,326	132,751	5.6
Long Term Debt				
Bonds Payable	12,387,500	12,390,250	(2,750)	0.0
	-----	-----	-----	-----
Total Long Term Debt	12,387,500	12,390,250	(2,750)	0.0
Fund Balance				
Current Year	(756,892)	(741,945)	(14,947)	2.0
Prior Year	8,238,761	8,238,761	0	0.0
	-----	-----	-----	-----
Total Fund Balance	7,481,869	7,496,816	(14,947)	(0.2)
	-----	-----	-----	-----
Total Liabilities and Fund Bal	22,385,446	22,270,392	115,054	0.5
	=====	=====	=====	=====

hp

08/19/14

RIVER'S EDGE HOSPITAL & CLINIC  
Balance Sheet for Period Ending  
July 31, 2014

	This Year	Last Year	INC/ (DEC)	INC/ (DEC) %
<b>Current Assets:</b>				
Cash	5,097,324	4,842,369	254,956	5.3
Patient Receivables	3,465,371	3,328,442	136,929	4.1
Less: Allow Uncollectible	(1,177,663)	(1,129,863)	(47,800)	4.2
<b>Total Patient Receivables</b>	<b>2,287,708</b>	<b>2,198,579</b>	<b>89,129</b>	<b>4.1</b>
3rd Party Payers	491,522	388,223	103,299	26.6
Other Receivables	20,449	15,316	5,133	33.5
Inventories	295,792	317,226	(21,434)	(6.8)
Prepaid Expenses	198,097	242,415	(44,318)	(18.3)
<b>Total Current Assets</b>	<b>8,390,892</b>	<b>8,004,128</b>	<b>386,764</b>	<b>4.8</b>
<b>Other Assets</b>				
Board Designated Funds	4,102,039	6,383,086	(2,281,047)	(35.7)
Dedicated Cash	82,881	47,235	35,646	75.5
Investments	479,141	406,406	72,735	17.9
<b>Total Other Assets</b>	<b>4,664,061</b>	<b>6,836,727</b>	<b>(2,172,665)</b>	<b>(31.8)</b>
<b>Intangible Assets:</b>				
Unamortized Loan Costs	86,398	259,541	(173,143)	(66.7)
<b>Plant, Property, and Equipment</b>				
Land & Land Improvements	1,185,736	1,185,736	0	0.0
Building and Improvements	7,128,336	7,128,336	0	0.0
Fixed Equipment	3,967,646	3,962,167	5,479	0.1
Major Movable Equipment	9,082,776	7,817,244	1,265,532	16.2
<b>Tot Plant, Property, &amp; Equip</b>	<b>21,364,494</b>	<b>20,093,483</b>	<b>1,271,011</b>	<b>6.3</b>
Less:Accum Depreciation	(13,090,405)	(11,779,489)	(1,310,916)	11.1
<b>Total PP&amp;E less depreciation</b>	<b>8,274,090</b>	<b>8,313,994</b>	<b>(39,904)</b>	<b>(0.5)</b>
Construction in Progress	970,006	150,452	819,554	544.7
<b>Total Fixed Assets</b>	<b>9,244,095</b>	<b>8,464,446</b>	<b>779,649</b>	<b>9.2</b>
<b>Total Assets</b>	<b>22,385,446</b>	<b>23,564,842</b>	<b>(1,179,395)</b>	<b>(5.0)</b>

08/19/14

RIVER'S EDGE HOSPITAL & CLINIC  
Balance Sheet for Period Ending  
July 31, 2014

	This Year	Last Year	INC/ (DEC)	INC/ (DEC) %
Current Liabilities				
Accounts Payable	613,328	429,794	183,534	42.7
Accrued Payroll	291,206	222,195	69,011	31.1
Accrued PTO	580,569	533,120	47,449	8.9
Self Insurance	87,243	50,694	36,549	72.1
Payroll Taxes and Deduction	253,282	231,426	21,856	9.4
Accrued Int Payable-Bond	190,448	194,531	(4,083)	(2.1)
Current Portion Logn Term Debt	500,000	490,000	10,000	2.0
Total Current Liabilities	2,516,077	2,151,760	364,317	16.9
Long Term Debt				
Bonds Payable	12,387,500	12,710,606	(323,106)	(2.5)
Total Long Term Debt	12,387,500	12,710,606	(323,106)	(2.5)
Fund Balance				
Current Year	(756,892)	(398,964)	(357,928)	89.7
Prior Year	8,238,761	9,101,440	(862,679)	(9.5)
Total Fund Balance	7,481,869	8,702,476	(1,220,607)	(14.0)
Total Liabilities and Fund Bal	22,385,446	23,564,842	(1,179,395)	(5.0)

# Report Generation

08/19/14

## RIVER'S EDGE HOSPITAL & CLINIC REC - ST PETER - 670 STATEMENT OF REVENUES AND EXPENSES FOR MONTH ENDING JULY 31, 2014

	ACTUAL	MONTH- MONTH BUDGET	PRIOR YEAR	ACTUAL	YEAR-TO-DATE BUDGET	PRIOR YEAR
Physician Clinic Revenue	99,973	95,282	85,922	649,580	666,974	563,751
Hospital Patient Revenue	99,973	95,282	85,922	649,580	666,974	563,751
Revenue Deductions						
Net Patient Revenue	99,973	95,282	85,922	649,580	666,974	563,751
Net Operating Revenue	99,973	95,282	85,922	649,580	666,974	563,751
Operating Costs						
Salaries & Wages	102,613	89,959	89,055	617,889	629,713	600,131
Benefits	22,185	6,882	(3,115)	104,732	48,174	86,936
Fees-Professional	0	0	0	2,250	0	0
Fees-Other	2,065	1,250	1,426	9,243	8,750	6,892
Recruitment	0	0	0	0	0	2,327
Supplies	2,045	1,234	1,182	10,307	8,638	8,390
Repairs & Maintenance	594	516	499	5,960	3,612	3,496
Lease, Rent, Minor Eq	5,422	5,484	6,664	40,657	38,388	39,829
Dues & Subscriptions	637	833	637	5,434	5,831	6,069
Prof. Develop/Education	0	1,125	0	5,711	7,875	5,741
Insurance	1,149	1,125	1,423	7,072	7,875	7,477
Other Expenses	0	12	0	87	84	74
Ttl Operating Expenses	136,710	108,420	97,771	809,342	758,940	767,362
Net Operating Income	(36,737)	(13,138)	(11,849)	(159,762)	(91,966)	(203,611)
NonOperating Income/Exp						
Excess Rev over Exp	(36,737)	(13,138)	(11,849)	(159,762)	(91,966)	(203,611)

# Report Generation

08/19/14

## RIVER'S EDGE HOSPITAL & CLINIC REC - ST PETER - 670 Statement of Revenues and Expenses For the Period Ending July 31, 2014

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Inpatient Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0
Outpatient Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Patient Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0
Physician Clinic Revenue	70,870	84,325	103,127	104,925	96,821	89,540	99,973	0	0	0	0	0	649,580
Hospital Patient Revenue	70,870	84,325	103,127	104,925	96,821	89,540	99,973	0	0	0	0	0	649,580
Revenue Deductions													
Contractual-Current Yr	0	0	0	0	0	0	0	0	0	0	0	0	0
Contractual-Prior Year	0	0	0	0	0	0	0	0	0	0	0	0	0
Bad Debt	0	0	0	0	0	0	0	0	0	0	0	0	0
Charity Discounts	0	0	0	0	0	0	0	0	0	0	0	0	0
Self Pay Discounts	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Revenue Deduction	0	0	0	0	0	0	0	0	0	0	0	0	0
Net Patient Revenue	70,870	84,325	103,127	104,925	96,821	89,540	99,973	0	0	0	0	0	649,580
Co-Op Inc.	0	0	0	0	0	0	0	0	0	0	0	0	0
Live Well Fitness	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0
Grants	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Other Operating Rev	0	0	0	0	0	0	0	0	0	0	0	0	0
Net Operating Revenue	70,870	84,325	103,127	104,925	96,821	89,540	99,973	0	0	0	0	0	649,580
Operating Costs													
Salaries & Wages	78,737	81,002	83,842	84,990	84,170	102,535	102,613	0	0	0	0	0	617,889
Benefits	106,935	(89,517)	27,973	7,050	21,405	8,700	22,185	0	0	0	0	0	104,732
Rees-Professional	0	0	0	0	0	2,250	0	0	0	0	0	0	2,250
Rees-Other	909	964	941	1,903	1,388	1,073	2,065	0	0	0	0	0	9,243
Recruitment	0	0	0	0	0	0	0	0	0	0	0	0	0
Supplies	1,297	1,626	794	803	2,019	1,724	2,045	0	0	0	0	0	10,307
Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0
Repairs & Maintenance	0	1,166	1,281	591	1,536	792	594	0	0	0	0	0	5,960
Lease, Rent, Minor Eqp	6,245	5,446	5,497	6,177	5,871	5,999	5,422	0	0	0	0	0	40,657
Dues & Subscriptions	637	1,112	1,137	637	637	637	637	0	0	0	0	0	5,434
Prof. Develop/Education	3,194	1,740	517	235	0	25	0	0	0	0	0	0	5,711
Marketing, Public Relat	0	0	0	0	0	0	0	0	0	0	0	0	0
Insurance	795	1,001	1,001	1,001	975	1,149	1,149	0	0	0	0	0	7,072
Interest Expense	0	0	0	0	0	0	0	0	0	0	0	0	0
Tax Expense	0	0	0	0	63	17	0	0	0	0	0	0	87
Other Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0
Depreciation/Amortiz	0	0	0	0	0	0	0	0	0	0	0	0	0
Ttl Operating Expenses	198,749	4,540	122,983	103,394	118,064	124,901	136,710	0	0	0	0	0	809,342
Net Operating Income	(127,879)	79,785	(19,856)	1,531	(21,243)	(35,361)	(36,737)	0	0	0	0	0	(159,762)

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Report Generation

08/19/14

RIVER'S EDGE HOSPITAL & CLINIC  
 REC - ST PETER - 670  
 Statement of Revenues and Expenses  
 For the Period Ending July 31, 2014

	January	February	March	April	May	June	July	August	September	October	November	December	Total
NonOperating Income/Exp	0	0	0	0	0	0	0	0	0	0	0	0	0
Donations	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest Income-General	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Income/(Expense)	0	0	0	0	0	0	0	0	0	0	0	0	0
Transfer to City	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Non Operating	0	0	0	0	0	0	0	0	0	0	0	0	0
Excess Rev over Exp	(127,879)	79,785	(19,856)	1,531	(21,243)	(35,361)	(36,737)	0	0	0	0	0	(159,762)

	MIN CAH	REHC	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov
	2012 FY	Budget											
<b>Indicators</b>	Median												
	2.93	≥ (1.96%)	-3.29%	-27.91%	3.34%	-24.70%	-6.89%	-2.09%	-0.89%				
(%)	8.57	≥ 8.95%	6.23%	-14.76%	12.58%	-12.94%	2.98%	6.25%	7.73%				
(%)	5.51	≥ (0.38%)	-0.58%	-3.81%	0.66%	-3.93%	-1.35%	-0.48%	-0.20%				
(%)	3.57	≥ (2.17%)	-3.40%	-27.57%	3.15%	-24.55%	-6.96%	-2.12%	-1.33%				
Revenue (\$)		1,666,617	1,499,863	1,131,325	1,643,912	1,227,344	1,489,895	1,768,957	1,698,598				
Expense (\$)		1,702,729	1,550,931	1,443,233	1,592,082	1,528,716	1,593,606	1,806,534	1,721,223				
Revenue over Expenses		(36,112)	(51,068)	(311,908)	51,830	(301,372)	(103,711)	(37,577)	(22,625)				
<b>Indicators</b>													
	2.93	≥ 2.93	3.89	4.55	4.00	4.06	3.74	3.41	3.33				
Cash on Hand (days)	84.34	≥ 100	102.09	110.49	109.23	108.43	105.55	84.08	98.00				
Accounts Receivable	54.183	≤ 50	47.96	52.31	40.80	47.59	43.97	41.36	42.18				
<b>Indicators</b>													
(%)	59.0%	≥ 59.00	37.44%	36.91%	36.71%	34.83%	34.24%	33.66%	33.42%				
Age (x's)	2.93	≥ 2.93	1.16	-2.17	2.57	-2.01	0.55	1.40	1.64				
Capitalization (%)	55.5	≤ 55.5	59.09%	59.99%	59.84%	61.82%	62.13%	62.30%	62.34%				
<b>Indicators</b>													
Total Revenues (%)	68.4	≥ 68.4	76.68%	80.24%	81.05%	83.70%	78.48%	77.84%	70.89%				
(%)	29.46	≤ 29.46	30.43%	39.42%	24.75%	36.69%	35.36%	24.36%	33.30%				
Payer Mix (%)	60.51	≥ 60.51	75.21%	81.82%	94.84%	89.89%	90.07%	75.19%	74.21%				
Net Payer Mix (%)	32.35	≤ 32.35	36.39%	37.25%	38.26%	40.63%	38.04%	44.71%	39.93%				
per Day (\$)	2172	≥ 2172	4,156.78	3,483.19	3,222.02	4,484.42	4,136.46	3,426.89	4,046.19				
<b>Indicators</b>													
Net Patient Revenue (%)	43.8	≤ 43.8	40.14%	49.60%	35.72%	47.37%	39.16%	41.41%	37.30%				
Length of Stay (years)	9.69	≤ 9.69	9.94	10.03	9.19	10.34	9.94	9.94	10.03				
Occupied Bed (FTE's)	9.09	≤ 9.09	8.95	8.04	6.14	10.17	7.91	8.17	7.12				
per month		≤ 376	265	261	363.25	190.75	258.25	251.5	332.5				

February 5, 2013

Todd Prafke  
City of St. Peter  
227 South Front Street  
St. Peter, MN 56082

RE: City of St. Peter City Hall/Police Department Facilities Assessment

Dear Todd,

It is with pleasure that Paulsen Architects submits our findings in regards to the City of St. Peter City Hall/Police Department facilities assessment.

In October 2012, Paulsen Architects was engaged to provide a space needs assessment, conceptual site/space "block" plans and an estimated construction cost for each option presented. We have met with all the departments within City Hall as well as the Police and Transit departments and have determined their required space needs for the next 15 years.

After this space analysis was completed, we then studied two site locations; the existing site at the current city hall, police and transit facility, and an alternative site currently owned by the City of St. Peter which is the Lot 5 site.

Through our analysis of these two sites, we developed 5 site/space "block" plan options:

- Site 1a: existing site-option 1a
- Site 1b: existing site-option 1b
- Site 2a: Lot 5 site-option 2a
- Site 2b: Lot 5 site-option 2b
- Site 2c: Lot 5 site-option 2c

As a conclusion to our report, we have provided a cost analysis for each option representing construction costs in the years 2013-2014.

Once again, thank you for the opportunity to assist the City of St. Peter in this analysis. If there are any questions or clarifications, please do not hesitate to give me a call.

Sincerely,



Bryan Paulsen, AIA, LEED AP  
BJP/ta

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**Planning Data Summary**

**Existing building space:**  
13,900 SF

**Projected future building space required:**  
24,000 SF

**By Department:**

*(By space program Numbers)*

1.0	Common Area	5,408 SF
2.0	Administration	957 SF
3.0	Finance	1,084 SF
4.0	Computer Services/Public Access	993 SF
5.0	Transit	2,408 SF
6.0	Community Development	364 SF
7.0	Building Development	702 SF
8.0	Police	8,271 SF
<b>Total:</b>		<b>20,187 SF</b>

<i>Circulation (Multiply by 12%)</i>	<i>2,422 SF</i>
<i>Mechanical (Multiple by 6%)</i>	<i>1,357 SF</i>
<b>Total Gross Square Feet:</b>	<b>23,966 SF</b>

**Parking required:**  
50 Spaces (Approximate)

## ST. PETER PUBLIC FACILITY SPACE NEEDS

Space #	Space Name	# of Areas	Space Standard	Net Sq. Ft.	Gross Factor	Gross Sq. Ft.	Remarks
<b>1.00</b>	<b>Common Area</b>						
1.01	Small Conference Room	1	200	200	1.30	260	seat 6, accessible from common hallway
1.02	Large Training/Conference Room	1	480	480	1.30	624	seat 20, 16 x 30, use for training, ceiling projector, white board, accessible from common hallway, access to breakroom
1.03	Conference Room	1	240	240	1.30	312	seat 10, 12 x 20, access to city administrator and assistant, projector, accessible from common hallway
1.04	Break Room	1	600	600	1.30	780	2 soda machines, 2 refrigerators, 1 microwave, 2 coffee pots, stove, oven, outlets for crock pots, 2 compartment sink, 15 seats at square tables, honor table for snacks
1.05	Copy/Work Room	1	500	500	1.30	650	large collating copy machine (3'x8'), envelope folding/stuffer machine, office supply storage, case paper storage, shelving for binders (3'-3' units) work surface, adjacent to file room countertop
1.06	Public Lobby	1	150	150	1.30	195	4-6 waiting chairs, access to departments and conference rooms
1.07	Reception Secretarial Work Area	1	100	100	1.30	130	10x10, controls access to building, printer, POS
1.08	Public Restrooms	2	200	400	1.30	520	mens and womens, 3 fixtures, 3 lavs in each
1.09	Application Carrols	2	20	40	1.30	52	privacy panels, computer and monitor in each
1.10	Supply Room	1	350	350	1.30	455	bulk office supplies, bulk paper storage

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## ST. PETER PUBLIC FACILITY SPACE NEEDS

Space #	Space Name	# of Areas	Space Standard	Net Sq. Ft.	Gross Factor	Gross Sq. Ft.	Remarks
1.11	Long Term Storage/Archived	1	1,100	1,100	1.30	1,430	
	<i>Common Area Subtotal</i>			4,160		5,408	
<b>2.00</b>	<b>Administration</b>						
2.01	City Administrator	1	216	216	1.30	281	office 12 x 18, small conference table for 3-4. Access to 10 seat conference room
2.02	City Administrator Assistant	1	120	120	1.30	156	office 10 x 12, lockable storage cabinet, 2 visitor chairs, close to copy room
2.03	Secured Storage for Election Material	1	120	120	1.30	156	
2.04	Telephone Room	1	80	80	1.30	104	
2.05	Fire Proof Vault	1	120	120	1.30	156	needs a small table and chair
2.06	Personnel Files	1	80	80	1.30	104	3-4d lateral files
	<i>Administration Subtotal</i>			736		957	
<b>3.00</b>	<b>Finance</b>						
3.01	Finance Director	1	180	180	1.30	234	office 10 x 16, one (1) 4 d lateral file, 2 visitors chairs, U shaped work surface, seating for 4 at table. Need visual and audio connectivity with accountant
3.02	Accountant	1	140	140	1.30	182	10 x 14, hanging files 16" x 48", three (3) 4 d file cabinet, one (1) 2 d file cabinet, desk and computer table

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## ST. PETER PUBLIC FACILITY SPACE NEEDS

Space #	Space Name	# of Areas	Space Standard	Net Sq. Ft.	Gross Factor	Gross Sq. Ft.	Remarks
3.03	Accounts Receivable Clerk	1	50	50	1.30	65	located at customer counter, 2 POS registers, utility pay box on counter
3.04	Future Office	1	140	140	1.30	182	10 x 14, interns, work study, meter readers, serve as small conference room for Finance
3.05	Utility Biller	1	64	64	1.30	83	8 x 8, semi-private work space, backup to front counter
3.06	Fireproof Vault	1	80	80	1.30	104	checks, cash, data CD storage, misc. supplies
3.07	Storage/Utility Billing	1	80	80	1.30	104	
3.08	Work Counter/Copy Area	1	100	100	1.30	130	need small work counter, copy machine, fax machine
	<i>Finance Subtotal</i>			<b>834</b>		<b>1,084</b>	
<b>4.00</b>	<b>Computer Services/Public Access</b>						
4.01	Computer Services Server Room	1	200	200	1.30	260	printer, hub in closet, server, UPS system, work station w/ pc and printer, storage for systems manuals, software, vinyl flooring
4.02	Computer Services Computer Tech	2	80	160	1.30	208	8 x 10, modular furniture, near server room, counter top for monitoring 3 networks, computer troubleshooting
4.03	Computer Services Storage	1	100	100	1.30	130	
4.04	Computer Services Parts Room	1	50	50	1.30	65	
4.05	Public Access Computer Racks	2	15	30	1.30	39	2 computer racks

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## ST. PETER PUBLIC FACILITY SPACE NEEDS

Space #	Space Name	# of Areas	Space Standard	Net Sq. Ft.	Gross Factor	Gross Sq. Ft.	Remarks
4.06	Public Access Editing Station	1	64	64	1.30	83	8 x 8
4.07	Public Access Work Station	1	80	80	1.30	104	8 x 10
4.08	Public Access Storage	1	80	80	1.30	104	3 storage racks, 2-3' wide tall cabinets
	<i>Computer Services/Public Access Subtotal</i>			764		993	
<b>5.00</b>	<b>Transit</b>						
5.01	Coordinators Office	1	160	160	1.30	208	10 x 16, driver work station, small floor safe, storage/shelving for manuals, radio charging counter
5.02	Transit Bus Garage	1	2,000	2,000	1.10	2,200	4 stalls, work bench, cleaning supplies
	<i>Transit Subtotal</i>			2,160		2,408	
<b>6.00</b>	<b>Community Development</b>						
6.01	Director	1	180	180	1.30	234	10'x18', table for 4, 5-2d files, 3' w. bookshelf
6.02	Admin Assist.	1	64	64	1.30	83	8'x8' U shaped w.s., printer on stand, 1-4d lat file, 1-2d file, 3'w bookshelf, backs up Bldg. development assist.
6.03	Vault w/ 2-4 d Fire Proof Cabinets	1	0	0	1.30	0	See 2.05 Admin. Fireproof vault
6.04	Intern Space	1	36	36	1.30	47	6'x6' w.s.
	<i>Community Development Subtotal</i>			280		364	

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## ST. PETER PUBLIC FACILITY SPACE NEEDS

Space #	Space Name	# of Areas	Space Standard	Net Sq. Ft.	Gross Factor	Gross Sq. Ft.	Remarks
<b>7.00</b>	<b>Building Development</b>						
7.01	Director	1	180	180	1.30	234	10 x 18, seating for 4, U shaped work area for plan review (7' long to rollout drawings), 3'w book shelf
7.02	Inspector	1	80	80	1.30	104	8 x 10 U shaped w.s., close to Director
7.03	Admin. Assist.	1	80	80	1.30	104	8 x 8 w.s., printer stand, greeter for dept.
7.04	Central files, work area	1	200	200	1.30	260	30"x42"map drawer, 2-30"x36" hanging plan racks, 4-3d lat. Files, 13-4d files, 36" w x 30" d rolled plan storage, misc. office supply shelving 24" d x 36" H x 12' L, central to Community Development
	<i>Building Development Subtotal</i>			<i>540</i>		<i>702</i>	
<b>8.00</b>	<b>Police</b>						
8.01	Waiting/Lobby Area	1	160	160	1.30	208	seating for 6
8.02	Public Restrooms	2	60	120	1.30	156	1 fixture and 1 lav
8.03	Communications Work Stations	3	48	144	1.30	187	6 x 8, radio console, access to records, near restrooms, communications technicians as receptionist as well as dispatcher
8.04	Records	1	120	120	1.30	156	near communications, Kardex record system(4'd x 8' l)
8.05	Work/Copy Room	1	120	120	1.30	156	copy machine, fax machine, office supplies
8.06	Chief of Police	1	216	216	1.30	281	12 x 18, seating for 4

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## ST. PETER PUBLIC FACILITY SPACE NEEDS

Space #	Space Name	# of Areas	Space Standard	Net Sq. Ft.	Gross Factor	Gross Sq. Ft.	Remarks
8.07	Office Manager	1	120	120	1.30	156	10 x 12, supervises communications
8.08	Patrol Sargent	1	160	160	1.30	208	10 x 16, small table
8.09	Investigative Sargent	1	160	160	1.30	208	10 x 16, small table
8.10	Investigators Office	1	240	240	1.30	312	12 x 20, two (2) 8 x 10 work stations
8.11	Investigations Work Area	1	200	200	1.30	260	meeting table, wall space, interview room monitoring
8.12	Police Reserve Office	1	240	240	1.30	312	12 x 20, two (2) 8 x 10 work stations
8.13	CSO Work Room	1	160	160	1.30	208	10 x 16 room with 5' w.s. on the perimeter
8.14	Conference Room	1	192	192	1.30	250	12 x 16, seating for 6
8.15	Meeting/Training/Reserve Area	0	0	0	0.00	0	This room shared with Training Room in common area
8.16	Squad Room/Patrol	1	360	360	1.30	468	10 small work areas, future expansion for 4
8.17	Patrol Gear Lockers	15	10	150	1.30	195	near squad room
8.18	Patrol Storage	1	100	100	1.30	130	reports, supplies
8.19	Evidence Room	1	400	400	1.30	520	easily accessed from garage, 16 individual secured "lockers", refrigerator, drugs, guns and money room inside
8.20	Evidence Processing/Forensic Lab	1	200	200	1.30	260	16 evidence lockers, refrigerator, work surface
8.21	Gun Cleaning	1	80	80	1.30	104	

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**ATHLETIC FIELD COOPERATIVE LEASE**

**FIELD LEASE 112807**

This lease is made and entered into this 8th day of November, 2007, by and between Gustavus Adolphus College (hereinafter referred to as "COLLEGE"), a 501 C3 Corporation in the state of Minnesota, and the city of Saint Peter (hereinafter referred to as "CITY"), a Minnesota municipal corporation, and Saint Peter School District #508 (hereinafter referred to as "DISTRICT," a Minnesota School District.

WHEREAS, COLLEGE owns certain property described as T110 R26W Section 17 the Western ½ of the SW ¼ of the SE1/4; and

WHEREAS, COLLEGE has the right to lease the premises; and

WHEREAS, CITY and DISTRICT have provided assurances of use and remuneration.

NOW, THEREFORE, in consideration of the mutual promises and agreements below, the parties make the following covenants:

1. Description of Premises.

A. Leased premises include the following athletic fields described as including four soccer fields and two softball fields and golf range and identified on attachment A (map) in Saint Peter, Minnesota.

B. Common areas include designated parking area, restroom facilities, areas providing ingress and egress between the described fields and restroom and parking areas.

C. CITY and/or DISTRICT shall have the right to enter and use the property at such times and dates as is allowed under the terms of this agreement.

D. The COLLEGE shall provide for all maintenance of the fields and accessory facilities including parking areas and restrooms.

E. CITY and/or DISTRICT acquire no other right in any other part of the property than the parts herein specified.

F. COLLEGE shall maintain and operate the Field Schedule for use from August 16 to May 31 of each year in the office of Intramural Activities at 800 West College Avenue and phone number 507-933-8000. CITY shall maintain and operate the Field Schedule of use of the property described from June 1 to August 15 at the City of Saint Peter Recreation office located at 600 South Washington at 507-934-0667.

2. Restrictions on Use. CITY and/or DISTRICT shall not use or permit the premises, or any part of the premises, to be used for any purposes other than those set forth in this lease. CITY and/or DISTRICT shall neither permit on the premises any act, sale, or storage that may be prohibited under standard forms of fire insurance policies, nor use the premises for any such purpose. In addition, no use shall be made or permitted to be made that results in:

- A. Waste on the premises;
- B. A public or private nuisance that may disturb the enjoyment of other users;
- C. Improper, unlawful or objectionable use as determined by the COLLEGE;

D. Installation of permanent signage at the described location without the express written approval of **COLLEGE**.

3. Responsibility of **COLLEGE**.

A. General maintenance of the buildings.

B. General maintenance of the grounds and all associated structures for all seasons, including mowing, striping and turf care.

C. Provision of utility services of heat, electricity, garbage, water and sewer.

D. Provision of general supervision of the grounds.

E. Provision of locks for building entrance and field entrance, and distribution of keys to **CITY** and **DISTRICT** designated personnel.

4. Responsibility of **CITY** and/or **DISTRICT**.

A. Specific clean-up of area leased by **CITY** and **DISTRICT** including pick-up of waste, rubbish, containers left on the fields and movement of goals, standards, bases and field markers to appropriate storage or other locations designated.

B. **CITY** and **DISTRICT** agree that **COLLEGE** has no liability for property lost, stolen or damaged on the common or leased premises.

C. General supervision and responsibility for securing the rented space.

D. General supervision and responsibility for securing the property at all times.

5. Joint Responsibility of **COLLEGE**, **CITY** and **DISTRICT**.

A. **COLLEGE**, **CITY** and **DISTRICT** shall each have two members assigned to a Joint Field Use Committee. Those members shall be assigned by the respective head administrator within each organization. The committee shall meet on or about January 15 of each year.

B. The Joint Field Use Committee shall be responsible to estimate usage, set standards for maintenance of fields, provide of the effective use of facilities and recommend changes to Athletic Field infrastructure including fencing, restroom, shelter houses, and use of the fields.

C. **COLLEGE** shall determine the yearly operational and maintenance costs associated with operations of the described athletic fields. That cost data will be provided to the **CITY** and School on or about January 15 of the following calendar year. Payments of those costs shall be made by March 15 of each year.

6. Term and Lease.

A. Term. This lease shall run for a period of approximately twenty (20) years commencing on January 1, 2008, and ending December 31, 2028.

B. Rental.

i. For a period of time from July 1, 2008, to June 30, 2009, **CITY** shall pay, in advance, by the 15<sup>th</sup> of January, 2009, the sum of \$2,333.07.

ii. For a period of time from July 1, 2008, to June 30, 2009, **DISTRICT** shall pay, by the 15<sup>th</sup> of January, 2009, the sum of \$13,000.

iii. For every yearly term thereafter **COLLEGE, CITY** and **DISTRICT** shall meet and review the cost of operations and capital improvements and set a yearly cost for the upcoming term. The yearly cost shall be based on the actual cost for maintenance divided by the use by each entity on an hourly basis from the preceding term. In no instance after the 2009 year shall the lease amounts increase by greater than 10 percent from the preceding year.

C. Payments. Payments shall be made to **COLLEGE** at Office of Director of Finance, 800 West College Avenue, Saint Peter, Minnesota 56082.

D. Late Payments. A payment shall be delinquent if not paid by the 30th day of the month in which payment is due. A late charge of \$50.00 per day thereafter will be added to the amount due until paid. Failure to declare default on any particular payment that becomes delinquent shall not constitute a waiver of the rights to exercise the same at any subsequent time. If expenses are incurred or suit is commenced on this lease because of delinquent payments, **CITY** and/or **DISTRICT** agree to pay all costs of collection, including reasonable attorney fees.

7. Default.

A. Events of Default. If **CITY** and/or **DISTRICT** do not pay the full amount of each monthly rental payment on the date it is due or violates any agreement contained in this lease, **CITY** and/or **DISTRICT** will be in default.

B. Right to Cancel. Upon evidence of default, **COLLEGE** shall have the right to cancel and terminate this lease.

C. Notice of Default. If **CITY** and/or **DISTRICT** are in default, **COLLEGE** may give **CITY** and/or **DISTRICT** 30 days' notice of the cancellation and termination.

D. Remedies on Default. On expiration of the time fixed in the notice and **CITY** and/or **DISTRICT's** failure to cure the default within the time allowed in the notice, this lease and the right, title and interest of **CITY** and/or **DISTRICT** shall terminate.

**COLLEGE** shall have the right to obtain reimbursement from **CITY** and/or **DISTRICT** for all expenses incurred in regaining possession of the premises and the right to recover all additional rental required under the lease term if **COLLEGE** re-enters and re-lets the premises for the benefit of **CITY** and/or **DISTRICT**.

On expiration of the time fixed in the notice and **CITY** and/or **DISTRICT's** failure to cure the default within the time allowed in the notice, **COLLEGE** may enter immediately and remove the property and personnel of **CITY** and/or **DISTRICT**, and store the property in a public warehouse or at a place selected by **COLLEGE**, at the expense of **CITY** and/or **DISTRICT**. **COLLEGE** may resort to any legal proceedings to obtain the possession of the premises and disposal of **CITY** and/or **DISTRICT's** property.

**COLLEGE** may elect, but shall not be obligated to make any payment required of **CITY** and/or **DISTRICT** or comply with any agreement, term or condition required to be performed by **CITY** and/or **DISTRICT**, for the purpose of correcting or remedying any such default at the expense of **CITY** and/or **DISTRICT**. Any expenditure for the correction by **COLLEGE** shall not be deemed to waive or release **CITY** and/or **DISTRICT's** default or **COLLEGE's** right to take any action as may be otherwise permissible hereunder in the case of any default.

8. Modifications. There shall be no modifications or materials affixed to the interior or exterior walls, doors, windows, floors, fencing or other inner structure of the leased premises without the express written approval of **COLLEGE**.

9. Damage. If the premises or any portion of the building or any equipment contained therein during the term of this lease shall be damaged by the act, default or negligence of **CITY** and/or **DISTRICT**, or of **CITY** and/or **DISTRICT**'s agents, employees, patrons, guests or any person admitted to the premises by **CITY** and/or **DISTRICT**, **CITY** and/or **DISTRICT** will pay to **COLLEGE** upon demand such sum as shall be necessary to restore the premises or equipment contained therein to their present condition.

10. Insurance. It shall be the responsibility of **CITY** and/or **DISTRICT** to assure that its' leased premises and personal property are covered by hazard and public liability insurance policies. The public liability insurance policy shall provide coverage at least in the amount of the **COLLEGE**'s maximum liability limits as set by Statute. **CITY** and/or **DISTRICT** shall, at the request of **COLLEGE**, provide proof of insurance coverage required by this section.

11. Indemnification. **CITY** and/or **DISTRICT** covenants and agrees to save **COLLEGE** harmless and to indemnify **COLLEGE** against any claims or liabilities for compensation which may arise or accrue by reason of the use of **CITY** and/or **DISTRICT**, **CITY** and/or **DISTRICT**'s agents, employees, patrons, guests or any person admitted to the premises by **CITY** and/or **DISTRICT**. Further **COLLEGE** agrees to defend and indemnify **CITY** and **DISTRICT** for any claims that arise from the **COLLEGE**'s duties under this Lease including the maintenance of the athletic fields and accessory facilities.

12. Casualty. In case said building or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this lease by **COLLEGE** impossible, the **COLLEGE** may terminate the lease, and **CITY** and/or **DISTRICT** shall pay rent for said premises only up to the time of such termination, at the rate set in this lease. **COLLEGE** waives any claims or damages or compensation from **CITY** and/or **DISTRICT** should this lease be so terminated.

**CITY** and/or **DISTRICT** may, with approval of **COLLEGE**, lease equipment, as set forth in Exhibit B attached, in the premises, but **CITY** and/or **DISTRICT** assumes full responsibility in the event of a casualty and in accordance with the above.

13. Option to Renew. **CITY** and/or **DISTRICT** shall have the option to renew this lease before **COLLEGE** offers the premises to any other party. Written notice of intention to renew must be furnished to **COLLEGE** 120 days prior to the expiration of the lease or any renewal hereunder. The terms of the lease shall be subject to renegotiation at the time of any renewal with the proposed rental price furnished to **CITY** and/or **DISTRICT** 90 days prior to the expiration of the lease.

14. Termination Prior To End Of Lease Term. In the event **CITY** and/or **DISTRICT** completes or reasonably anticipates completion of construction of its own athletic fields, or capital improvements including field lighting or parking paving do not occur, then **CITY** and/or **DISTRICT** may terminate this lease without penalty by giving **COLLEGE** one hundred and twenty (120) days written notice. Should termination notice be provided, the terminating party shall pay any and all remaining proportional capital costs. Those capital cost will be defined as cost of parking lot, fencing and field lighting estimated at \$235,000 less any capital payments made prior to the termination notice. The **CITY** proportional amount is 60 percent and the **DISTRICT** amount shall be 40 percent.

15. Waivers. The failure of **COLLEGE** to insist on a strict performance of any of the terms and conditions of this Lease shall not be deemed to be a waiver of any subsequent breach or default of any terms or conditions of this Lease.

16. Notice. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage pre-paid and return receipt requested to the parties as follows:

CITY OF SAINT PETER  
227 South Front Street  
Saint Peter, Minnesota 56082

ST PETER SCHOOL DISTRICT 508  
100 Lincoln Avenue, Suite 229  
Saint Peter, Minnesota 56082

GUSTAVUS ADOLPHUS COLLEGE  
800 West College Avenue  
Saint Peter, Minnesota 56082

17. Surrender of Possession. CITY and/or DISTRICT shall, on the last day of the term or renewal, or on earlier termination or forfeiture of the lease, peaceably and quietly surrender and deliver the lease premises to COLLEGE free of any encumbrance placed on it by CITY and/or DISTRICT, except movable trade fixtures, all in good condition and repair. In the event CITY and/or DISTRICT does not remove its personal property at the termination or default of the Lease, COLLEGE may elect to consider the property abandoned and the property of COLLEGE without any further payment or offset.
18. Assignment. This Lease may not be assigned by either party without the written consent of the other party. The written consent shall not be unreasonably withheld.
19. Total Agreement. This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument executed by all parties. This Lease and terms and conditions of the Lease apply to and are binding on the legal representatives, successors and assigns of both parties.
20. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
21. Time of the Essence. Time is of the essence in all terms of this lease.
22. Further Assurances. Each of the parties agrees to execute all documents and instruments and to take or to cause to be taken all action which are necessary or appropriate to comply with the terms of this Agreement.
23. Amendments, Supplements, etc.. This Agreement may be amended or supplemented at any time by additional written agreements as may mutually be determined by the parties to be necessary, desirable, or expedient to further the purpose of this Agreement or to clarify the intention of the parties.
24. Rights Cumulative. All rights and remedies of each of the parties under this Agreement will be cumulative, and the exercise of one or more rights or remedies will not preclude the exercise of any other right or remedy available under this Agreement or applicable law.
25. Severability. Any term or provision of this Agreement that is invalid or unenforceable will not be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the party benefiting from the provision or any other provisions of this Agreement.
26. Execution of Counter-Parts. This Agreement may be executed by one or more counter-parts, each of which will be deemed an original, but all of which together shall constitute one and the same agreement.
27. No Reliance. COLLEGE and CITY and DISTRICT represent to one another that each has read this Agreement and has obtained such advice from counsel as deemed appropriate under the circumstances. Except as clearly indicated, COLLEGE and CITY and DISTRICT have not received any promises or representations of the other.
28. Interpretation. This Agreement and any other documents related to it will be interpreted in a fair and neutral manner, without favoring one party over the other. No provision of this Agreement or any





**GAC Fields Operating Costs Estimates of July 06**

Todd Oct 2

		Acres	Annual Cost
Annual Maintenance	700/A	12	\$ 8,400.00
Annual Irrigation	500/A	12	\$ 6,000.00
		<b>TOTAL</b>	<b>\$ 14,400.00</b>

**Field Use Estimates from July 07**

**Fall Estimates (11) weeks August 15 to October 31**

	Hours
GAC	737
District	270
City	0

**Spring Estimates (19.5) weeks April 1 to August 15**

GAC	2184
District	162.5
City	648.38

**TOTAL USE BY ORGANIZATION**

	Hours	Percent Share
GAC	2921	0.729906944
District	432.5	0.108074205
City	648.38	0.162018851
<b>TOTAL</b>	<b>4001.88</b>	<b>1</b>

**Original Hour Use estimate July 06**

	Hours	Share
GAC	1260	0.52
District	400	0.16
City	780	0.32
	<b>2440</b>	<b>1</b>

**YEARLY COST SPLIT**

GAC	\$ 10,510.66
District	\$ 1,556.27
City	\$ 2,333.07
<b>TOTAL</b>	<b>\$ 14,400.00</b>

Note: These numbers do not include the parking lot expenses already incurred by GAC.

### **Captial Cost Calcualtions Estimates as of July 07**

Parking	\$ 80,000.00
Fence	\$ 35,000.00
Lighting	\$ 120,000.00
<b>TOTAL</b>	<b>\$ 235,000.00</b>

### **HOURS OF USE**

Distirct	432.5
City	648.38
<b>TOTAL</b>	<b>1080.88</b>

### **USE SHARE**

	Percent Hours	Cost
Distrcit	0.400136925	\$ 94,032.18
City	0.599863075	\$ 140,967.82
<b>TOTAL</b>	<b>1</b>	<b>\$ 235,000.00</b>



Rochester  
6301 Bandel Road NW  
Suite 301  
Rochester, MN 55901-8798

507.292.8743  
507.292.8746  
Rochester@wsn.us.com

[WidsethSmithNotling.com](http://WidsethSmithNotling.com)



August 8, 2014

Mr. Todd Prafke  
City Clerk/Administrator  
City of St. Peter  
227 South Front Street  
St. Peter, MN 56082-4917

Dear Mr. Prafke:

Thank you for taking the time to meet with us recently. The City's Pavilion Project is certainly exciting; we enjoyed reviewing the details and learning more about it.

Just to recap the conversation regarding funding, we reviewed several potential sources including the Bremer Foundation, Legacy Grants such as Minnesota Historical and Cultural Heritage Grants and the Minnesota DNR's Parks and Trails Legacy Grant Program, and the USDA/Rural Development Community Facilities Loans and Grants program. We also discussed a local fundraising drive in the community.

Our funding expertise is typically offered in conjunction with our architectural and engineering services. We are able to realize several efficiencies and benefits to having our architects, engineers, and funds specialists working in tandem. Our funding assistance is, therefore, a value-added service we offer our clients. As you are already working with a design firm we do not foresee an additional role for WSN in this project, and our current workload precludes us from offering grant-writing assistance as a stand-alone service.

We thank you, again, for spending time with us to discuss the Pavilion. We hope that our conversation helped guide your exploration of funding and wish you well as you continue to develop your project.

Sincerely,  
**WIDSETH SMITH NOLTING & ASSOC., INC.**

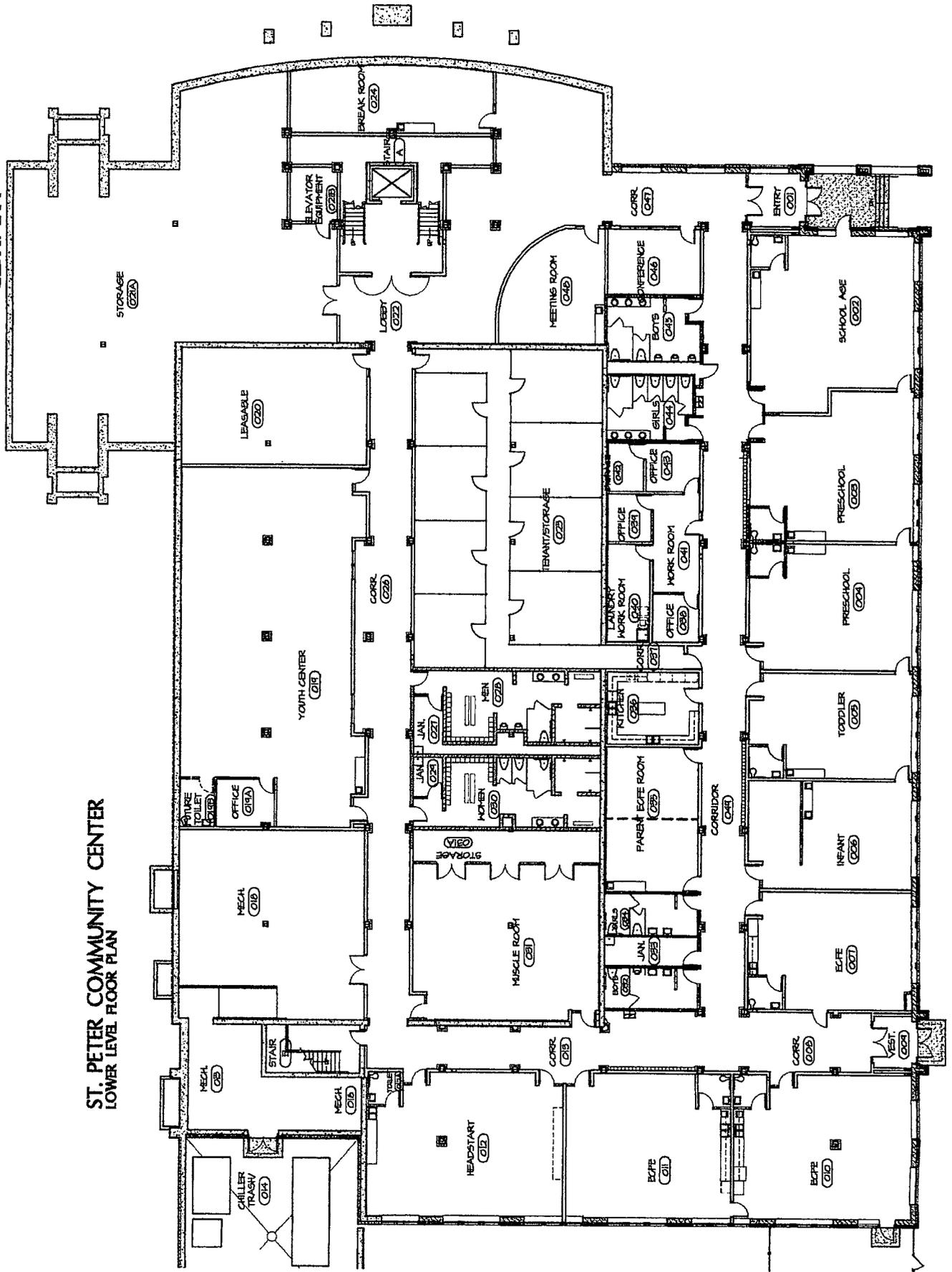
Monika Watkins, AIA, LEED AP  
Architect

Pat Conroy  
Sr. Funding Specialist



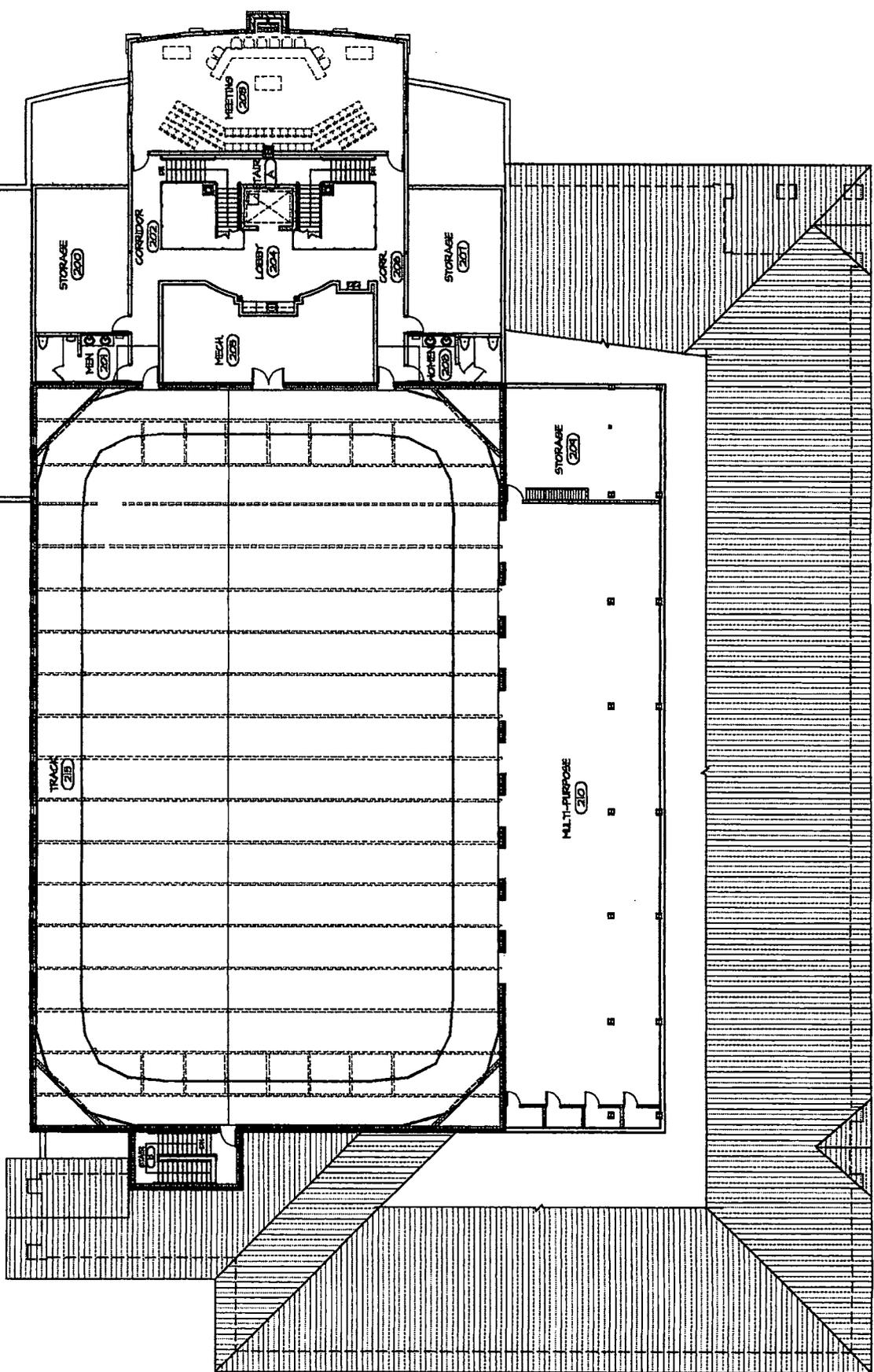
LIBRARY

ST. PETER COMMUNITY CENTER  
LOWER LEVEL FLOOR PLAN



LIBRARY

ST. PETER COMMUNITY CENTER  
UPPER LEVEL FLOOR PLAN





## INFORMATION MEMO

# Role with It: Individual versus Council Authority

*Learn common ways councilmembers may overstep their proper role and the personal liability that may ensue. Understand actions you may take in your role as an individual councilmember versus your role as part of the entire city council.*

### RELEVANT LINKS:

See sections *Role of the Individual Councilmember* and the *Council's Authority* in Handbook, Chapter 6.

## I. Role of an individual council member

Councilmembers' statutory duties are to be performed, almost without exception, by the council as a whole. For example, it is the council and not individual councilmembers that must supervise administrative officers, formulate policies, and exercise city powers.

The most important single responsibility of a councilmember is participation at council meetings. In statutory cities, each councilmember, including the mayor, has full authority to make and second motions, participate in discussions, and vote on every matter before the council.

## II. Councilmembers and city employees

Relationships between the council and city employees can create situations where councilmembers may overstep their proper role, causing potential liability for the councilmember and the city. Use of an employment scenario may be helpful in understanding an individual councilmember's role in dealing with employee discipline and termination.

Here is a scenario. The council has ongoing concerns with the municipal liquor store manager. Citizens complain the store is closed when it should be open. There are even reports the staff drinks on the premises. One councilmember decides to address the situation herself. She continuously stops by the store and even drives by the manager's house to make sure he is not home when he should be working. During one visit to the store, the councilmember finds the staff, including the manager, drinking in the back of the store. Knowing the council will agree, she terminates the manager on the spot. To make this situation easier, she also negotiates a severance package with him. The councilmember then relates the incident to several friends, making some exaggerated descriptions of what happened.

Obviously, the liquor store manager's actions raise many liability concerns for the city. However, the councilmember's actions are also problematic because she acted beyond the scope of her authority.

This material is provided as general information and is not a substitute for legal advice. Consult your attorney for advice concerning specific situations.

**RELEVANT LINKS:**

Minn. Stat. § 412.221, listing powers of the council.

Minn. Stat. § 412.201, requiring council approval of contracts for Standard Plan and Plan A cities.

Minn. Stat. § 410.16.

*Johnson v. State*, 553 N.W.2d 40 (Minn. 1996), defining powers involving exercise of judgment.

Minn. R. 1250.0400, subp. 2.

**A. Investigating and terminating employees**

In this scenario did the councilmember have authority to investigate or terminate the store manager? No.

In Minnesota, a council's powers are derived from state statutes or city charters. In statutory Standard Plan and Plan A cities, the statutes give the entire council control over city matters, including the power to control city finances, to make contracts, to enact ordinances, and to oversee city personnel. The statutes do not allow an individual councilmember to investigate employees or terminate employment.

In charter cities, the charter dictates a councilmember's role. State law allows charter cities to adopt any form of government as long as it is not inconsistent with state statutes or the state constitution. In almost all cities, charters give authority to the council rather than to individual councilmembers. However, councilmembers from charter cities should consult their charters to determine their proper roles.

**B. Delegating authority to investigate or terminate employees**

Could the councilmember in our scenario delegate the authority to investigate or terminate the store manager? Yes and no.

Individual councilmembers can perform any duty the council legally assigns to them. However, a statutory city council cannot delegate any discretionary powers, defined by case law as powers involving the exercise of judgment. In this scenario a statutory city council could authorize the councilmember to investigate the liquor store manager, but not to terminate him. Charter cities cannot delegate any discretionary authority unless the charter specifically allows delegation.

Councilmembers should be careful even when performing duties legally assigned to them. In our scenario the councilmember's actions may have crossed the line into harassment. The councilmember could safely view the employee's time cards, respond to citizen complaints, and probably even stop by the store occasionally. She should not drive by the employee's house.

On a related matter, the League often receives calls about whether an individual councilmember can review an employee's private personnel documents. Individuals whose job duties reasonably require access to private data may view the data. Since individual councilmembers do not have authority over city personnel, they cannot access this private information. The council could authorize an individual councilmember to view the data.

RELEVANT LINKS:

See Section III, Mayor, in Handbook, Chapter 6.

Minn. Stat. § 412.201.

*Jewell v. Bertha*, 97 N.W. 424 (Minn. 1903).

### C. Mayor's power to investigate or terminate employees

In most cities a mayor may not investigate or terminate an employee. A frequent misconception is that mayors have more power than other councilmembers. The mayor is the official head of the city, and he or she speaks for the city government and presides over council meetings. The mayor also breaks a tie vote when filling council vacancies, and can make some other appointments such as park board members subject to council approval. The mayor has no individual authority over city staff.

Truthfully, mayors of statutory cities have very limited additional powers. Outside of a few exceptions, the mayor cannot act without council approval.

A majority of charter cities have a weak-mayor form of government, in which the mayor's powers are generally no greater than those of other councilmembers. A few charter cities give the mayor limited additional powers such as control over the police department. Three charter cities—St. Paul, Duluth, and St. Cloud—follow a strong-mayor format where the mayor has administrative authority over city matters, including city personnel. Mayors of these cities would probably be able to investigate and remove employees without council approval. Mayors in charter cities should review their charters to determine the extent of their authority over employees.

### D. Negotiating employee severance packages

In our scenario the councilmember may not negotiate a severance package with the liquor store manager either. State law provides the "council" must authorize contracts. Minnesota case law holds this power cannot be delegated and also that a city is not bound by a contract made by an individual councilmember. Councilmembers from charter cities should consult their charters, but most charters probably would not authorize an individual councilmember to execute contracts.

The full council could later ratify the contract. If the council does not ratify the contract, the individual councilmember could potentially be liable for claims such as detrimental reliance or promissory estoppel. Accordingly, all councilmembers should be clear when speaking with individuals interested in contracting with the city that only the full council can enter into a contract.

**RELEVANT LINKS:**

Minn. Stat. §§ 412.601 - .751.

LMC information memo, *City Administration: Clerk, Administrator, Manager.*

Minn. Stat. § 466.07.

See Section II-E on Official Immunity in Handbook, Chapter 18.

See Section III-B on Protection from Defamation, in Handbook, Chapter 18.

LMC information memo, *LMCIT Bond Coverage.*

### **III. Councilmembers and employees in Plan B cities**

Plan B cities have a council-manager form of government. A number of charter cities also use this structure. Like Standard Plan and Plan A cities, the council exercises policy-making and legislative authority. But in Plan B cities, the council delegates administrative control to the city manager, who then implements the council's directives. For example, the council appoints the manager who, in turn, appoints and supervises the city staff. A city manager is the city's purchasing agent for contracts under \$20,000, unless the city council provides for a lower limit. Therefore, in a Plan B city, the city manager, rather than the council or an individual councilmember, would be the proper person to investigate the liquor store manager and terminate his employment.

City managers should not be confused with city administrators. The city administrator position is a position created by council ordinance or resolution, not by statute. The duties of the administrator will vary from city to city, with some administrators also serving as city clerk. A statutory city council cannot delegate any discretionary authority to a city administrator. A charter city council may do so only if the charter allows delegation.

### **IV. Potential personal liability for councilmembers**

State law requires cities to defend and indemnify councilmembers for any suit arising from their official duties.

The doctrine of official immunity protects public officials from suits based upon discretionary actions taken in the course of their official duties. For example, a councilmember could not be held liable over the question of calling for special assessments. Neither official immunity nor the statute applies when a councilmember acts with malice or in bad faith.

These doctrines may not protect the councilmember in the above scenario because she was acting outside the scope of her duties.

Of particular concern for the councilmember in this situation is a defamation claim. A defamatory statement is one that is false, made to a third party, and harms the reputation of the subject. A councilmember is protected if the statement is made in good faith during a proper occasion and is based on probable cause. The proper place to make even true statements would be at a council meeting.

**RELEVANT LINKS:**

Research@lmc.org  
651.281.1200 or  
800.925.1122

**V. For further assistance**

If you have questions about the role of an individual councilmember or the city council as a whole, you should discuss the matter with your city attorney. In addition, the League's Research and Information Services Department can answer questions about the role of council members in different types of cities.



## MINNESOTA CITIES magazine

### Seeking to Restore Civility



By Andrew Tellijohn

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*Remember the days when people said "please" and "thank you"? That kind of civility seems to be a thing of the past in government, including at city council meetings. But many Minnesota cities and the League are working to bring it back.*

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A half-dozen years ago, the City of Maplewood was in the newspapers constantly. Distrust and debate over the use and potential sale of some parkland had the community concerned. The 2005 election brought in a new mayor and two city councilmembers, who hired a long-time political ally as city manager without conducting a search.

The drama that unfolded over the next couple years led to heavy turnover on city staff, as about 70 percent of the management team was fired or left voluntarily, which led the alternative weekly paper, *City Pages*, to call Maplewood the Twin Cities' most dysfunctional suburb.

Ultimately, the issues didn't just make for uncomfortable work days and long, unproductive council meetings. The dissension led to a bevy of lawsuits that jeopardized Maplewood's standing with the League of Minnesota Cities Insurance Trust (LMCIT), and it ground city work to a halt, says Chuck Ahl, who now holds the title of city manager.

Ahl was public works director for the city of 38,000 when the election that brought on the controversy took place. He served as temporary city manager and then assistant city manager through much of the upheaval and the subsequent healing period. He was appointed to his current role in June 2013.

“It didn’t matter what side you were on,” he says. “The way everybody addressed each other certainly didn’t show any respect, and there was no compromise and no attempt to understand the other person’s position.”

### **Principles of good government**

The next election cycle, the tide began turning. The Council was still divided, but the new Council began working with staff to re-establish civility and stability within the city. Even though the economic downturn created tight budgets, Maplewood established a no-layoff policy to help rebuild trust with labor unions and staff.

And the city instituted what it called the principles of good government, which required those debating the issues to do so in a civilized, respectful manner.

“We clearly established rules for how people address the Council, and that bringing up personal agendas was not allowed,” Ahl says. “Those personal issues have no place in a public setting.”

Ahl acknowledges that it may take awhile for the labels from the past to completely disappear, but he believes the issues that once plagued Maplewood’s politics are no longer a problem.

### **Incivility spreading rapidly**

While the situation in Maplewood was highly publicized and perhaps a bit extreme, observers say it’s emblematic of a problem that is popping up in cities all around the state. Dan Vogt, who retired recently after two decades as city administrator in Brainerd and now works as a consultant for Little Falls and Cross Lake, says public employees at all levels used to have more respect from the general public than they do now.

Vogt recalls watching a town hall meeting President Obama conducted in which Obama was practically heckled by an attendee who had not been called on to speak.




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**Chuck Ahl in Gladstone Savanna Neighborhood Preserve, the parkland that sparked controversy and dissension in the City of Maplewood.**

*Photo by Paul Lundquist*

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“Is that the type of thing that would have been tolerated 20 or 30 years ago?” Vogt asks. “I doubt it. That’s just incredible to me. That’s a shining example of how uncivil we’ve become.”

He’s seen the same kinds of breakdowns regularly in communication between the public and city officials as well as between councilmembers and staff. Some of it is media driven. Some is the trickledown effect of watching hardline negotiations between highly visible Republican and Democrat officials on the state and national levels.

“They’re taking what they see in the news or the talking heads on television and how they refer to people and how they interact with people,” he says. “That’s another part of the problem. I’ve seen a general deterioration of that discourse.”

Incivility in government has become a prominent enough problem that the League of Minnesota Cities (LMC) conducted a panel discussion on the topic at its 2013 Annual Conference and convened a task force to look at the issue, says Kevin Frazell, LMC member services director.

The LMC Civility Task Force is looking into patterns that cause incivility issues to arise and how the League can work to help prevent them from damaging cities. When deliberations go beyond an honest difference of opinion and devolve into personal attacks, it can paralyze the government process and, in some cases, Frazell says, cause staff members to leave.

“Government can’t move forward and deal with issues very well when there is acrimony,” he says.



### A proactive approach

A few years ago budget cuts drove the City of Brooklyn Park to reconsider how it provides services to its 76,000 residents. In addition to the financial issues, the city was dealing with two high-profile incidents of youth violence and a significant home foreclosure issue during the recent recession. So city officials launched the Community Engagement Initiative and began some proactive community outreach efforts that have turned the situation around.

City Manager Jamie Verbrugge says city staff reached out to residents to establish a core planning team that laid out the vision, mission, and strategic objectives for the community. One of the principles that resulted was that city officials would not make decisions without consulting those who are affected by them.

For bigger issues, the city invites residents to “community café” discussions, where citizens can talk over their positions with city staff in a forum that is more casual than a Council meeting. The city then aggregates the information it receives and uses it to make more informed decisions.

These discussions are “focused on having people sit around a table with other members of the community,” Verbrugge says. “It becomes a more thoughtful and, I think, a more constructive



way to receive feedback.”

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**Robin Martinson announces an upcoming event at a recent meeting of Brooklyn Park’s Community Engagement Initiative teams.**

*Photo by Paul Lundquist*

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The city has also conducted “call to action” discussions with advocacy groups, nonprofits, and other organizations on issues such as domestic and youth violence, Verbrugge says. These help develop “a more community-based approach rather than a city-centric approach.”

Brooklyn Park’s Community Engagement Initiative has received national attention, and survey results indicate that it appears to have dramatically improved the community’s outlook on the city and those working for its betterment. “We’re definitely seeing results,” Verbrugge says.

### **Communication helps**

Communicating directly with the community can be a vital step toward maintaining the public’s trust and diffusing issues that could later create opportunities for uncivilized behavior. And cities are getting better at telling their story and communicating with citizens. That’s a major point in improving civility, says Bob Thistle, who was in city management in Minnesota for 25 years.

“Fifteen to 20 years ago, the basic communication tool was the newspaper or maybe a newsletter that went home once a quarter,” Thistle says. “Today cities have websites with all sorts of information. Cities have become much more adept at communicating a story more effectively than we did in the past—because we didn’t have the tools.”

Communication is also important in educating the public about their rights and responsibilities as far as what is expected of their behavior when attending meetings, adds Doug Anderson, former mayor of Dayton who is currently senior partner with Anderson & Orduno, a startup consulting firm that is working with the League and several cities around the state on civility issues.

Anderson suspects that one of the solutions for improving civil discourse at meetings will be better training for mayors and councils on how to communicate those expectations.

“The big jumping-off point where most people have to start is the communication piece and learning how to listen and how to talk to one another,” he says.

### **Paralyzing effects**

It’s critical that cities not allow incivility to continue, Anderson adds. When the problems start to fester and grow, incivility ultimately can create tense government bodies that are unable to govern.

“You become ineffective as a council if you have members that are not agreeing with one another in a constructive way,” he says. “It leads to a breakdown of trust from councilmember to councilmember, from council to staff, from council to the public. And it really erodes the ability to work effectively.”

In some extreme cases, LMCIT had to get involved when councilmembers were doing some unsavory things such as violating the Open Meeting Law or making threats. “Those things can become costly in terms of lawsuits, and insurance premiums can be greatly increased.



LMCIT has dropped coverage in the past of cities that can’t seem to get their act together,” Anderson says.

“That’s been a wakeup call to the cities and their residents that this isn’t a spectator sport or a ‘Jerry Springer’ episode. This is pretty serious stuff.”

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One thing is certain, Thistle says. Public discourse must be conducted in a professional manner. He compared the job of chairing a public meeting with refereeing a sporting event. Rules and boundaries must be set in advance and, if people start getting abusive, they must be confronted.

“There is always a tendency not to want to create a confrontation,” he says. “Sometimes people come in [to a council meeting] and they get away with saying things and doing things and they are not called on it.”

Thistle says clear rules must be established upfront and, when someone starts getting abusive, the person should be warned or, in extreme cases, removed from the council chambers.

“The trick is calling people on it,” he says. “It’s like anything else. If you let somebody get away with something, they’ll keep doing it. So there needs to be really clear boundaries established.”

Maplewood’s Ahl agrees. He says it’s important to have rules in place for running meetings, and to adhere to them. Communication is key. Dealing with controversial issues is inevitable in government, but it doesn’t have to lead to discord or lack of trust.

“It’s that issue of making sure you are honest and open,” he says. “Establishing those principles and staying true to those principles, making sure meetings are run respectfully—I can’t say that enough. It’s OK to disagree, but disagreeing disrespectfully is unacceptable.”

*Andrew Tellijohn is a freelance writer based in Richfield, Minn.*

*Note: See related article "What's Happened to Civility?" (Link to: <http://www.lmc.org/page/1/AlSINovDec13.jsp>)*

**Read the November-December 2013 issue of Minnesota Cities magazine** (Link to: <http://www.lmc.org/page/1/nov-dec-2013.jsp>)

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## Lake Elmo council restricts member's staff interactions, no explanation offered

By Bob Shaw

[bshaw@pioneerpress.com](mailto:bshaw@pioneerpress.com)

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Lake Elmo City Council member Anne Smith (Courtesy photo)

A member of the Lake Elmo City Council has been banned from having one-on-one contact with city employees.



The council voted 4-0 last week to approve a motion stipulating that Anne Smith have no contact with city employees unless another member of the council is present.

Smith was not present at the meeting on Sept. 2.

The action was taken after a complaint about Smith reached the council.

When contacted Tuesday, Mayor Mike Pearson said that the complaint was not sexual in nature and did not involve criminal activity.

"This is a personnel matter and has to do with her interaction with the staff," Pearson said.

None of the staffers or elected officials contacted by the Pioneer Press would explain the nature of the complaint.

The motion passed by the city council said, in part, "The immediate concerns are exposing the city to potential legal liability and the nonrecognition of staff chain of command."

The motion continues: "There have been demands for correction in the past, but there needs to be more improvement. ... The council also wants staff to have a healthy, productive, and safe work environment."

When Smith was contacted Tuesday, she issued a prepared statement:

"As a council member I have a responsibility to pay attention to issues concerning city government and the people of Lake Elmo. I disagree with city staff about some internal personnel matters and have communicated my concerns. I believe my comments have been appropriate.

"The city of Lake Elmo has adopted a goal of being a model of civility and having leaders that set an example. The council's action concerning me at the Sept. 2 meeting, at which I was not present due to illness, appears to be contrary to that goal."

Bob Shaw can be reached at 651-228-5433. Follow him at [twitter.com/BshawPP](https://twitter.com/BshawPP).



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—*Jim Collins, bestselling author of Good to Great: Why Some Companies Make the Leap ... and Others Don't*

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# 2007 Award Recipient

## City of Coral Springs

Chartered in 1963 and once known as the "City in the Country," Coral Springs is located in Broward County in southern Florida. During the 1980s, the city was one of the fastest growing in the nation and now is home to about 132,000 people, making it the 13th largest city in the state. With an annual budget of \$135 million, the city of Coral Springs has a council-manager form of government with the City Commission serving as the board of directors and the City Manager as chief executive officer, with input from citizens and businesses.

The city has a workforce of about 770 full-time employees and about 300 part-time and temporary employees as well as a large pool of more than 800 people who volunteer as needed for emergencies, special events, or other activities.

The city delivers a broad array of products and services, including police patrol, crime investigation, fire prevention and suppression, emergency medical services, parks maintenance, and economic development. Facilities include city hall, a public safety training and technology center, five fire stations, four police substations, regional and neighborhood parks, several sports and recreational centers, and a center for the arts.

The City of Coral Springs is the first state or local government agency to receive the Malcolm Baldrige National Quality Award. In 2007, the Baldrige Award was expanded to include nonprofit organizations such as government agencies, charities, and trade and professional organizations.

## A Municipal Corporation

In 1993, the City of Coral Springs began its journey to be a high-performing "municipal corporation," a city government following a corporate management model. And, much like a business, Coral Springs is customer focused and



## What is the Malcolm Baldrige National Quality Award?

Named after the 26th Secretary of Commerce, the Malcolm Baldrige National Quality Award was established by Congress in 1987 to promote excellence in organizational performance, recognize the achievements and results of U.S. organizations, and publicize successful performance strategies. For more information, see <http://baldrige.nist.gov>.

## Baldrige 20th Anniversary Highlight: The Quest for Excellence Conference

Held each April in Washington, D.C., the Quest for Excellence Conference provides a forum for the most recent Malcolm Baldrige National Quality Award recipients to showcase their exceptional performance practices and share their journeys to excellence with interested organizations. The Quest for Excellence gives participants the opportunity to learn about the tools used by business, education, health care, and nonprofit leaders to evaluate and focus their efforts on performance results, leadership effectiveness, strategic thinking, customer loyalty, employee engagement, and process management. Attendees include CEOs, senior managers, government executives, education and health care professionals, directors of staff functions, heads of operating units, quality/performance improvement practitioners, and others seeking to implement the Baldrige Criteria for Performance Excellence (Criteria) and organizational best practices.

data driven. The city's organizational culture is reflected in its four core values: *customer focus*—demonstrate a passion for customer service; *leadership*—establish an inspiring vision that creates a government that works better and costs less; *empowered employees*—empower the people closest to the customer to continuously improve the organization's quality and services; and *continuous improvement*—commit every day, in every way to getting better and better.

The city relies heavily on input from its two key customer groups, residents and businesses, and on data analysis to develop priorities and make strategic and business decisions. Included are results from neighborhood "Slice of the Springs" meetings; 27 advisory committees and boards comprising of residents and business people; customer surveys; trends in demographics; information on local, state, and national economic conditions; an overview of technological developments; and an analysis of current strengths, weaknesses, and opportunities.

The city's strategic plan, which is reviewed and updated annually, represents a shared vision for the future of the community and spells out its priorities: customer-involved government; financial health and economic development; excellence in education; neighborhood and environmental vitality; youth development and family values; strength in diversity; and traffic, mobility and connectivity.

- Annually, city leaders hold neighborhood meetings—known as “Slice of the Springs.”

- For the past seven years, Coral Springs has attained a AAA credit rating from all three of the nation's largest bond rating agencies—Moody's Investor Services, Standard and Poor's, and Fitch.

- The city has received the Government Financial Officers Association's Distinguished Budget award for the past 16 years and zero findings on external audits for the past 11 years.

- In 1997 and 2003, the city received the Florida Governor's Sterling Award, Florida's highest honor for organizational performance and management excellence.

- The strategic planning process has been cited by a number of organizations, including the American Productivity and Quality Center, as a “best practice” and is a case study in *Five Key Principles of Corporate Performance Management*.

## The Nation's Premier Community

With citizen involvement, a low crime rate, and an abundance of parks and cultural and community activities, the city is achieving its mission “to be the nation's premier community in which to live, work, and raise a family.”

A number of mechanisms make it as convenient as possible for customers to get information on services, conduct business, and communicate with city officials and employees. They include the city's Web site, podcasts and streaming video, e-mail, the CityHelpDesk (automated comment and complaint system), and the City Hall in the Mall, which offers services such as paying cable and water bills and applying for a passport and permits.

The city has taken a leadership role in minimizing adverse impacts on the environment, including using environmentally safe cleaning products and bio-diesel fuel to run all of its large trucks. To protect native plants and animals, the city has purchased and placed in trust 66 acres of environmentally sensitive land. In 1995, Coral Springs became a model in Broward County by establishing a Multi-Cultural Advisory Committee to promote appreciation, acceptance, and respect for the city's diverse cultural community.

- Since 1999, the percentage of residents who are satisfied with city services has been in the mid- to upper 90s.

- For the past three years, business satisfaction has risen from 76 percent in 2004 to 97 percent in 2008; 90 percent of businesses would recommend the city to others, up from 82 percent in 2004.

- In 2006, *Money* magazine named Coral Springs as one of the Best Places to Live. In 2005, 2006, and 2007, the city was named as one of the 100 best communities for young people by America's Promise Alliance.

- Over the last 10 years, the crime rate per 100,000 people has decreased by nearly half. For cities with populations between 100,000-499,999, Coral Springs has the lowest crime rate in the state and the fourth lowest crime rate in the nation.

## Empowered Employees

A motivated, empowered, and high-performing workforce is vital to Coral Springs achieving its mission and priorities, and the city strives to retain its top-notch staff through job security, competitive pay and benefits, a safe and positive work environment, and recognition. The city's flat organizational structure, training, and recognition encourage employees to be innovative in addressing customer concerns and make on-the-spot improvements. Teams of employees from across the organization work together to solve problems and review processes, promoting cooperation and driving organizational innovation. The city actively identifies and develops its future leaders through training; participation in meetings, workshops, and other events; and mentoring by senior managers.

- Employees are recognized and rewarded in a variety of ways ranging from “Applause Cards,” given by an employee to a co-worker for exemplary customer service, to restaurant certificates and movie tickets for employees who display outstanding initiative, to bonuses for employees who have gone above and beyond the call of duty.

- In 2006, employees received 1,325 applause cards.

- For the past 10 years, more than 90 percent of employees have been satisfied with their jobs and are willing to recommend the city as a place to work, outperforming a comparison group of federal government employees.

- Employee turnover rate has declined from 7.5 percent in 1997 to 4.5 percent in 2006.

- In 2006, 93 percent of employees agreed that the organization is highly ethical, and 94 percent agreed that the city's commitment to integrity has been clearly communicated to all employees.

For more information:

City of Coral Springs

9551 West Sample Road

Coral Springs, FL 33065

Telephone: (954) 344-1000

Email: [webmaster@coralsprings.org](mailto:webmaster@coralsprings.org)

Web site: [www.coralsprings.org](http://www.coralsprings.org)

# Recruit Process

- Director of PW
- Director of \$
- Community Dev
- Building
- Recreation
- Police Chief
- City Attorney  
(Contract)
- Standard process
- With Civil Service  
Commission?
- Need continuity,  
Process?

## **ENTREPRENEURIAL GOVERNMENT**

- \*Peddle little/steer a lot
- \*Empower communities not just deliver services
- \*Encourage competitions (self and others)
- \*Emphasize principals not rules
- \*Fund outcomes (resources follow use)
- \*Customer is #1
- \*Concentrate on earning not spending
- \*Invest in prevention not cure
- \*Leverage the marketplace, not building programs
- \*Decisions made at the appropriate level
- \*Investment in employees
- \*Resources follow planning

# COOPERATIVE EFFORTS (White Sheet)

## SCHOOL DISTRICT

- Activity connection Senior Citizens, recreation, transit
- Facilities long term planning
  - Athletic Other Facilities, Drama, performance, arts
  - City/School offices - this is connected to school facility program
- Budgets
  - Levy
  - Pay
  - Others
- Association concept goals
- Early Childhood 95% coverage might be a goal
- The Third Floor (Keep City involved)
- City/School strategy with GAC
- Child Care
- Long Range Community Planning
- Studies (Housing Demo Others)
- Official Maps

## NICOLLET COUNTY

- Compost funds
- Library
- 1/4 - 1/4 good zone
- Office space (Campus Concept) Building
- Criminal Justice Committee
- Law enforcement share dispatch
- Official Mapping
- Emergency Planning
- Green Valley
- Gardner Road
- Stormwater

## GUSTAVUS ADOLPHUS COLLEGE

- Parking
- Housing - on campus \$\$ students and alumni
- Performance space
- Recreational facilities
- Off-campus behavior
- Hispanic inclusion/Sister City
- Child Care
- Transit use
- Employees live in City

## REGIONAL TREATMENT CENTER/STATE OF MN DEPT OF HEALTH

- Water distribution
- Trail system
- Gluek Park
- Future program/land/facilities
  - Parks
- Arts Association
- Tourism Opportunity

## BANKS

- Establish regular lunch meetings with them

## REALTORS

- BFF
- Promotion of opportunities for young families
- Others

**CHILD CARE STUDY COMMITTEE  
INTERIM REPORT TO SAINT PETER CITY COUNCIL**

This intent of this report is to provide an update about the discussions of the group and the Committee's position on various issues thus far.

**Original members of the group include:**

Shannon Prososki	Kid's Corner
Brad DeVos	St Peter Community Child Care
Rhonda Prince	St Peter Community Child Care
Calie Afdahl-Doble	Child Care Aware of Minnesota
Ed Lee	Chamber of Commerce
Jane Timmerman	Recreation and Leisure Services
Jeff Brand	City Council
Jeff Olson	School District #508
Ytve Prafke	School District #508
John Kvamme	City Council
Kristina Guth	Nicollet County
Larry Taylor	Taylor Corporation

Please note that from time to time others have participated in the group discussions.

**Work of the Committee:**

Attendance has been good through the three meetings that have been held thus far. Meetings are casual with City Administrator Prafke acting as the convener and group facilitator. Agendas have been provided and followed. Each meeting has lasted about an hour.

The Committee has reviewed data from a number of sources including data developed by local providers, Nicollet County, Child Care Resource and Referral, Saint Peter Schools as well as demographic data from a number of sources including Census, State Demographer's Office and the Regional Economic Development Alliance (REDA). Survey material was collected using the Chamber of Commerce and its web and Facebook pages.

**Committee's Opinion on number of slots needed:**

The Committee's strong opinion is that there continues to be a substantial need for child care slots in the Saint Peter community. There is clearly more need for infant slots and toddler slots with infants being the highest and more pressing priority. While exact numbers are hard to ascertain, the development of a minimum of 12 infant slots should be a priority. Toddler slots of similar number are also needed.

**Opportunities to develop childcare slots:**

The Committee reviewed a number of different ideas and opportunities to create the slots they believe are needed within the community. Those ideas and opportunities fall into two primary categories which are Long Term and Short Term.

### **Long Term Opportunities**

- More additional square footage for one of the current centers at the Community Center
- Development of a new center facility
- Continue to explore opportunities with the School District related to their facilities planning
- Review opportunities for reuse of Grandview
- Work with Gustavus on new or modified facilities
- Additional work with local businesses or real estate professional who may own space that could be modified

### **Short Term Opportunities**

- Promotion of in-home opportunities through the reduction or elimination of the fees associated with licensing, which includes both City and County fees, tied to incentives in the target age groups
- Provide additional discounted rents at the Community Center for development of more slots in the targeted age groups
- Host a child care fair to get both potential providers in touch with potential users.
- Provide business and child care learning workshops through the City or School District that would make it easier for in-home service providers to understand the business and standards that can make them successful.

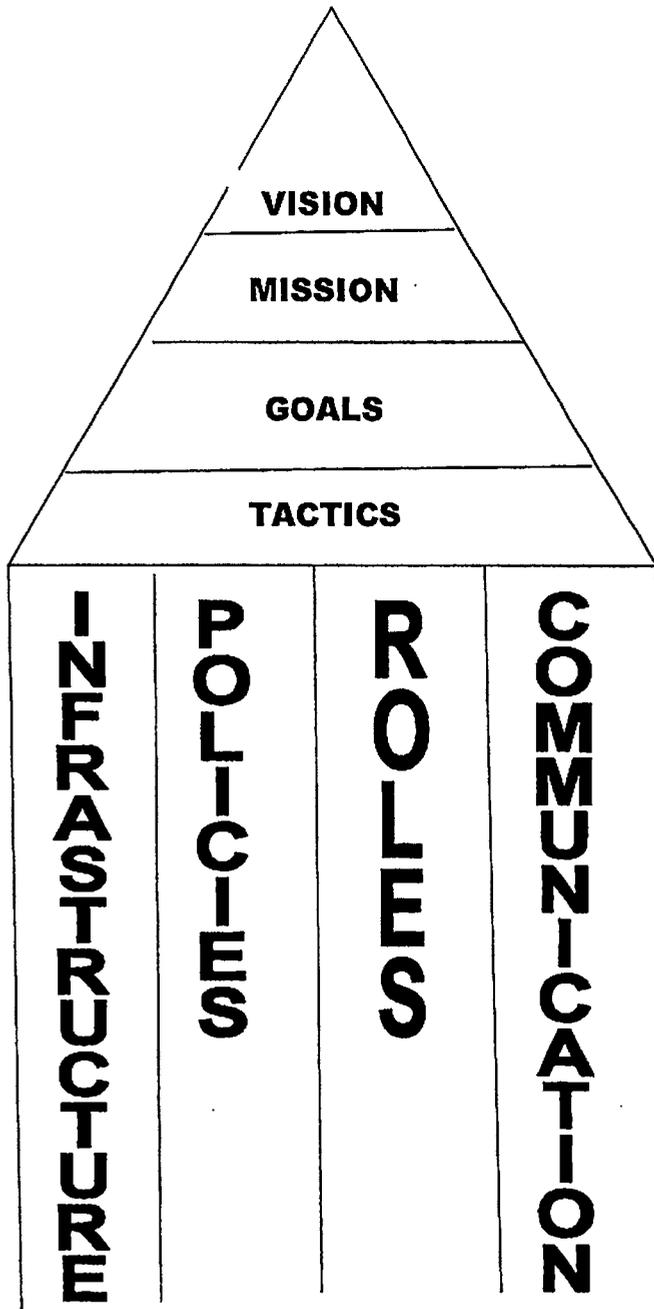
### **Challenges to additional slot development:**

- The Committee identified a number of challenges to development of additional slots.
  - Lack of facilities or buildings that are suitable for this use.
  - Cost of facilities
- Improving economy meaning that past providers or potential future providers have many employment opportunities and development of private in-home business is not easy.
- Seeking out community partners to provide assistance including the business and public sectors. Often businesses do not understand the correlation between workforce development and daycare opportunities.
- Infant slots do not provide a sustainable business model. The cost to care for infants, primarily due the ratio of provider to child, means the providers do not make money. While this is believed to be the community's most pressing need, the cost is higher and the revenue is unable to support the costs.

### **Next Steps:**

The Committee will meet in July to further explore a couple of the ideas, both long and short term, listed above. Should the Council wish to provide any additional direction or commentary the Committee will continue to work to find ways to grow slots within the community.

Should Councilmembers wish to have access to the data reviewed by the Committee, please let me know and I will be happy to provide the specific data.



Who are we?

Where do you want to go?

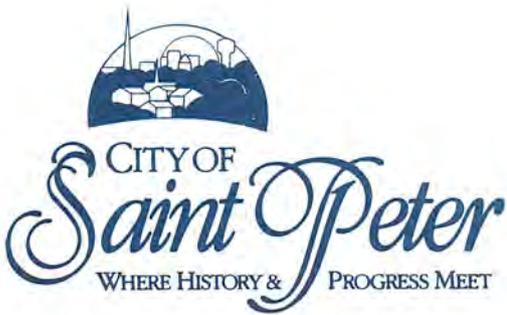
Do we have a plan to get there?

## **DOWNTOWN DEVELOPMENT PRIORITIES**

- Promote projects that improve or are sympathetic to the historic scale and nature of the downtown.
- Business development that promotes a mix of niche retail, food/beverage and entertainment. Promotion of office uses in upper floors is valuable to retail trade in the downtown.
- Building enhancements that are not only historically sympathetic. This should be done while promoting upper floor housing or living in the downtown. This will enhance use of businesses by creating density. This should be done while striving to maintain retail or service businesses on the lower floors of buildings.
- Promote uses, events, activities that set the downtown as a place of destination.
- Use arts and cultural activities to promote the use of downtown as a destination.
- Continue to provide EDA dollars to build and upgrade buildings in the downtown.

## **NORTH END DEVELOPMENT PRIORITIES**

- Provide efficient vehicular access to future commercial developments from Highway #169.
- Improve the pedestrian and multi-modal circulation within the North Commercial District.(NCD)
- Enhance the aesthetics of the Highway #169 corridor through design and landscaping.
- Segregate commercial activity including lighting, noise and vehicular traffic from the residentially developed neighborhoods.
- Reduce vehicular conflicts and improve the safety of the public.
- Support the goals and policies within the Highway #169 Inter-Regional Corridor Study as to access and crossings.
- Promote the provision of meeting or large group activities (City Council).
- Diverse and sustainable building design and standards emphasizing enhanced accessibility. (City Council).
- Enhanced enjoyment and utilization of Hallett's Pond site (City Council).



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATE:** 9/10/14

**FROM:** Russ Wille  
Community Development Director

**RE:** Municipal Parking Lot #5 – Purchase Option

### ACTION/RECOMMENDATION

None needed. For Council discussion only.

### BACKGROUND

I will be available at the goal session on Monday to provide a report as to a proposed purchase agreement related to the potential development of Municipal Parking Lot #5.

The City of Saint Peter acquired ownership of Municipal Parking Lot #5 (MPL5) in the early 1990's. The site was to be part of a downtown mall project funded partially with federal funds passed through the Minnesota Department of Employment and Economic Development. The project was ultimately discontinued and the property has been used for downtown parking since that time.

The City has had the property appraised by Robinson Appraisal (Mankato) three times since it had acquired possession. The appraised values were determined to be as follows:

February, 1996	\$102,000
December, 2002	\$190,000
July, 2013	\$155,000

In 2002, the City requested proposals from local interests for the purchase and development of the property. Although there were a few discussions with a local restaurateur, no viable proposal was developed.

In 2005, Pink Inc. explored the development of the site for Waldo's Coffee shop. The ownership ultimately determined that the redevelopment of the Stensby's Dry Cleaner site would more appropriately suit their purposes and needs.

In 2008, the Saint Peter Food Coop worked with engineers and architects to explore whether the MPL5 site would suit their needs for more space and visibility. As you are aware, the Food Coop alternatively chose to undertake a redevelopment and reuse of the former Nielsen Chevrolet property.

Most recently, Coldwell Banker Fisher Commercial Group attempted to negotiate the acquisition of the private properties abutting MPL5. If successful, Coldwell Banker would have sought to combine the private properties and MPL5 to site a mixed commercial/residential development. Coldwell Banker has abandoned their efforts and have committed resources to other development projects.

At this time, a Twin Cities area developer has asked that the City enter into a six month, exclusive purchase option on MPL5. The necessary site control will allow the developer to commit funds towards the design and engineering of the project.

The developer would seek to construct a four story building on the site. The ground level floor would be leased for commercial purposes. The upper three floors would be for residential use. They propose up to 40 residential units and would plan on including 1.5 parking spaces per unit on site.

The drafted purchase option would establish the sales price at the appraised value of \$155,000. The developer would pay a non-refundable fee of \$500 to obtain an option that would be valid through March, 31, 2015.

The draft option would require that the City Council approve the site plan. The City Council would also need to approve the design of the building and the materials exposed on the building exterior.

The option would require that the developer obtain a building permit for the construction prior to August 1, 2015. A \$2,500 per month penalty would be assessed on the first of each month beginning September 1, 2015 until such time as a building permit is secured.

The option would require that the developer obtain a Certificate of Occupancy for the development prior to February 1, 2017. This timeline would allow an 18 month construction window. A penalty of \$2,500 per month would be assessed on the first of each month beginning March 1, 2017 until such time as a Certificate of Occupancy is obtained.

A draft of the proposed option is included for your consideration. I will attend the beginning of the Goal Session and we can have a discussion and dialogue regarding the preliminary proposed project.

To provide for replacement parking, the \$155,000 purchase price could be used to obtain other property within the vicinity for redevelopment as a parking lot. Given the volume of vehicles regularly parked in MPL5, it is unlikely that any new parking area would need to be as large as the +30,000 square feet of MPL5.

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

RW/

**OPTION**

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between City of Saint Peter, a municipal corporation (hereinafter referred to as CITY) and \_\_\_\_\_ or its assigns hereinafter referred to as (BUYER).

**WHEREAS**, CITY is the owner of certain real property situated in the City of Saint Peter, County of Nicollet, State of Minnesota, legally described as follows, to wit:

The Westerly Fifty (50') feet, front and rear, of the Northerly Forty-two (42') feet, front and rear, of Lot numbered Seven (7), in Block numbered one hundred seventy-nine (179) in the Town (now City) of St. Peter, according to the Amended Plat thereof on file and of record in the office of the Register of Deeds in and for said County of Nicollet. The West Fifty (50') feet, excepting the Northerly Forty-two (42') feet, of Lot numbered seven (7), and West 50 feet of the North 1/3 of Lot 6 in Block numbered One Hundred Seventy-Nine (179) in the Town (now City) of St. Peter, according to the Amended Plat thereof on file and of record in the office of the Register of Deeds in and for said County of Nicollet;

AND

Lot No. Five (5), in Block No. One Hundred and Seventy-nine (179) in the Town (now City) of St. Peter, according to the Amended Plat thereof on file in the office of the County Recorder in and for said County of Nicollet, Minnesota, excepting therefrom the Southerly Eighteen and one hundred twenty-five thousandths feet (18.125) feet front and rear of said Lot No. Five (5) aforesaid; subject to an easement for ingress and egress on the northerly 22.00 feet of the southerly 40.125 feet as measured parallel to the southerly line of Lot 5, Block 179, Amended Plat of St. Peter, Nicollet County, Minnesota, which is reserved for the grantors, theirs heirs and assigns, forever;

AND

The Southerly two-thirds (2/3) of Lot No. Six (6), in Block No. One Hundred Seventy-nine (179), in the Town (now City) of Saint Peter, according to the Amended Plat thereof on file and of record in the office of the Register of Deeds within and for said County of Nicollet;

AND

Lot 7, Block 179 in the town (now city) of St. Peter, Minnesota, according to the Amended Plat thereof on file in the office of the Register of Deeds in and for said County, excepting therefrom the Westerly 50 feet of said Lot 7;

AND

The North 1/3 of Lot 6, Block 179 in the town (now city) of St. Peter, Minnesota, according to the Amended Plat thereof on file in the office of the Register of Deeds in and for said County, excepting therefrom the Westerly 50 feet of said North 1/3 of Lot 6;

AND

The east one-half (E ½) of the east-west alley; the North 178.39 feet of the north-south alley, excepting therefrom the north one-half (N ½) of the north-south alley, to an extension of the north line of the easement for ingress and egress across Lot 5, all lying and being in Block 179, in the Town (now City) of St. Peter, according to the Amended Plat thereof on file and of record in the Office of the Register of Deeds within and for the County of Nicollet and State of Minnesota, subject to a 20.00 foot easement for ingress and egress, and for utility purposes over, under and across part of Block 179, Amended Plat of St. Peter, Nicollet County, Minnesota, the centerline described as: Beginning at the northwesterly corner of Lot 7, Block 179, Amended Plat of St. Peter; thence South 30 degrees 02 minutes 28 seconds West on the westerly line of Lots 7 and 6 of said Block 179, a distance of 133.29 feet to the southwest corner of Lot 6, Block 179; thence South 42 degrees 32 minutes 29 seconds West, 46.20 feet to the centerline of alley and there terminating.

**WHEREAS**, BUYER intends to use the site for a 40 unit, four story, mixed-use, market rate, apartment building with a 1.5 to 1 parking per unit ratio.

**WHEREAS**, BUYER wishes to reserve the right to purchase the above real estate.

**NOW, THEREFORE**, for and in consideration of the sum of Five Hundred and no/100ths dollars (\$500.00) and other good and valuable consideration hereinafter specified, the sufficiency of which is hereby acknowledged, CITY hereby grants to BUYER the exclusive right and option until March 1, 2015, to purchase the following property legally described as follows:

The Westerly Fifty (50') feet, front and rear, of the Northerly Forty-two (42') feet, front and rear, of Lot numbered Seven (7), in Block numbered one hundred seventy-nine (179) in the Town (now City) of St. Peter, according to the Amended Plat thereof on file and of record in the office of the Register of Deeds in and for said County of Nicollet. The West Fifty (50') feet, excepting the Northerly Forty-two (42') feet, of Lot numbered seven (7), and West 50 feet of the North 1/3 of Lot 6 in Block numbered One Hundred Seventy-Nine (179) in the Town (now City) of St. Peter, according to the Amended Plat thereof on file and of record in the office of the Register of Deeds in and for said County of Nicollet;

AND

Lot No. Five (5), in Block No. One Hundred and Seventy-nine (179) in the Town (now City) of St. Peter, according to the Amended Plat thereof on file in the office of the County Recorder in and for said County of Nicollet, Minnesota, excepting therefrom the Southerly Eighteen and one hundred twenty-five thousandths feet (18.125) feet front and rear of said Lot No. Five (5) aforesaid; subject to an easement for ingress and egress on the northerly 22.00 feet of the southerly 40.125 feet as measured parallel to the southerly line of Lot 5, Block 179, Amended Plat of St. Peter, Nicollet County, Minnesota, which is reserved for the grantors, theirs heirs and assigns, forever;

AND

The Southerly two-thirds (2/3) of Lot No. Six (6), in Block No. One Hundred Seventy-nine (179), in the Town (now City) of Saint Peter, according to the Amended Plat thereof on file and of record in the office of the Register of Deeds within and for said County of Nicollet;

AND

Lot 7, Block 179 in the town (now city) of St. Peter, Minnesota, according to the Amended Plat thereof on file in the office of the Register of Deeds in and for said County, excepting therefrom the Westerly 50 feet of said Lot 7;

AND

The North 1/3 of Lot 6, Block 179 in the town (now city) of St. Peter, Minnesota, according to the Amended Plat thereof on file in the office of the Register of Deeds in and for said County, excepting therefrom the Westerly 50 feet of said North 1/3 of Lot 6;

AND

The east one-half (E ½) of the east-west alley; the North 178.39 feet of the north-south alley, excepting therefrom the north one-half (N ½) of the north-south alley, to an extension of the north line of the easement for ingress and egress across Lot 5, all lying and being in Block 179, in the Town (now City) of St. Peter, according to the Amended Plat thereof on file and of record in the Office of the Register of Deeds within and for the County of Nicollet and State of Minnesota, subject to a 20.00 foot easement for ingress and egress, and for utility purposes over, under and across part of Block 179, Amended Plat of St. Peter, Nicollet County, Minnesota, the centerline described as: Beginning at the northwesterly corner of Lot 7, Block 179, Amended Plat of St. Peter; thence South 30 degrees 02 minutes 28 seconds West on the westerly line of Lots 7 and 6 of said Block 179, a distance of 133.29 feet to the southwesterly corner of Lot 6, Block 179; thence South 42 degrees 32 minutes 29 seconds West, 46.20 feet to the centerline of alley and there terminating.

for the sum and upon the terms and conditions as follows.

## **I. PRICE**

The purchase price for the property shall be One Hundred Fifty-five Thousand and no/100s dollars (\$155,000.00), (hereinafter referred to as the Purchase Price), which shall be paid as follows:

- A. Five Hundred and no/100ths Dollars (\$500.00) being the amount paid concurrently with the execution of this Agreement (the Earnest Money) and
- B. The balance, or the Purchase Price less credit for all earnest money paid, is to be paid at the Closing.

## **II. RIGHT OF ENTRY**

BUYER or its authorized representative shall have the right, at any time after the execution by both parties of this Agreement and at BUYER'S sole cost and expense, to enter on the property to make surveys, site analysis and soils tests.

## **III. EXERCISE OF OPTION**

This option may be exercised at any time during the option period by giving written notice thereof to CITY at the following address: Community Development Director, City of Saint Peter, Municipal Building, 227 S. Front Street, St. Peter, MN 56082. Said notice shall be postmarked on or before 12:00 midnight of March 1, 2015. In the event BUYER fails to exercise the option granted herein, then the Earnest Money paid hereunder to CITY shall be retained by CITY as earned compensation for the granting of said non-exclusive right to purchase, and this Agreement shall be of no further force or effect.

## **IV. OPENING OF ESCROW ACCOUNT**

If BUYER exercises the option, then BUYER shall within thirty (30) days of BUYER'S notice to exercise, deposit its funds in the trust account of Brandt Law Office, P.A., 219 W. Nassau, St. Peter, MN. CITY shall, within the same thirty (30) day period, deposit with Brandt Law Office, P.A., a General Warranty Deed conveying marketable title to the property, subject to:

- A. Building and zoning laws, ordinances, state and federal regulations, easements as shown on the Plat;
- B. Restrictions relating to use or improvement of the property without effective forfeiture provisions;

- C. Reservation of any mineral rights by the State of Minnesota.

## V. SPECIAL CONDITIONS AND CONTINGENCIES

- A. **Title.** CITY warrants and represents that at the time of Closing CITY shall have good and marketable title to the property subject to: (A) Building and zoning laws, ordinances, state and federal regulations; (B) Restrictions relating to use or improvement of the property without effective forfeiture provisions; (C) Reservation of any mineral rights by the State of Minnesota.
- B. **Design Approval.** CITY reserves the right to approve BUYER'S building design. If the CITY does not approve BUYER'S building design, this Purchase Agreement shall be null and void and the earnest money refunded to BUYER. The CITY reserves the right to deny any building permit which does not comply with the building design approved by the CITY.
- C. **Development Covenants.** Site development and building construction will be in accordance with the Uniform Building Code and zoning ordinance of the City of Saint Peter. These requirements will apply to all new construction as well as reconstruction and remodeling. These requirements are in addition to any applicable law and/or ordinance and shall govern in case of differences.
- D. **Equipment Screening and Refuse Areas:**
  - 1. Rooftop mechanical units over six feet above the surrounding finished roof level must be enclosed by an approved metal screen or wall constructed of the same cladding materials as the structure below.
  - 2. Rooftop equipment should be located as far back as possible from the perimeter of the building.
  - 3. Rooftop mechanical equipment or penthouses over ten feet high will not be permitted.

4. Refuse containers will be located within buildings or be fully screened by an enclosed wall not less than six feet high. The enclosing wall's exterior cladding shall match that of the building's exterior.
- E. **Historical Enhancement.** Site development and building construction shall follow the rules, regulations and restrictions of the Heritage Preservation Ordinance and shall be improved by the Heritage Preservation Committee.
- F. **Financing.** BUYER shall proof of financing for the entire project in the form of an irrevocable letter of commitment from BUYER'S bank.
- G. **Commencement of Construction.** Construction of the project shall commence no later than August 1, 2015.
- H. **Certificate of Occupancy.** A Certificate of Occupancy shall be obtained no later than February 1, 2016.

## VI. EXAMINATION OF TITLE BY BUYER

Within a reasonable time after exercise of the option, CITY shall furnish BUYER with an Abstract certified to date including proper searches covering bankruptcies and State and Federal judgments, liens, and levied and pending special assessments. BUYER shall have ten (10) business days after receipt of the Abstract either to have BUYER'S attorney examine the title and provide CITY with written objections or, at BUYER'S own expense, to make an application for a Title Insurance Policy and notify CITY of the application. BUYER shall have ten (10) business days after receipt of the Commitment for Title Insurance to provide CITY with a copy of the Commitment and written objections. BUYER shall be deemed to have waived any title objections not made within the applicable ten (10) day period provided for above, except that this shall not operate as a waiver of CITY'S covenant to deliver a General Warranty Deed.

CITY shall have 180 days from receipt of BUYER'S written title objections to make title marketable. Upon receipt of BUYER'S title objections, CITY shall, within ten (10) business days, notify BUYER of CITY'S intention to make title marketable within the 180 day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by CITY shall be reasonable, diligent, and prompt. Pending correction of title, all payments required herein and the closing shall be postponed.

- A. If notice is given and CITY makes title marketable, then upon presentation to BUYER and proposed lender of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the scheduled closing date, whichever is later.
- B. If notice is given and CITY proceeds in good faith to make title marketable but the 180 day period expires without title being made marketable, BUYER may declare this Agreement null and void by notice to CITY, neither party shall be liable for damages hereunder to the other, and earnest money shall be refunded to BUYER.
- C. If title is marketable, or is made marketable as provided herein, and BUYER defaults in any of the agreements herein, CITY may elect either of the following options, as permitted by law:
  - 1. Cancel this contract as provided by statute and retain all payments made hereunder as liquidated damages. The parties acknowledge their intention that any note given pursuant to this contract is a down payment note, and may be presented for payment notwithstanding cancellation;
  - 2. Seek specific performance within six months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.

## **VII. CLOSING**

BUYER agrees to close after BUYER has exercised the option granted herein and within thirty (30) days after receipt of a title opinion by BUYER' attorney or after receipt of a commitment for title insurance from a title insurance company.

## **VIII. RISK OF LOSS**

Pending close of this transaction, the risk of loss or damage to the Property by fire or other casualty or its taking or damage by condemnation shall be on CITY.

## IX. TAXES AND ASSESSMENTS

**Taxes and Assessments.** Real property taxes shall be prorated and adjusted on the basis of thirty (30) days to each month, CITY to have the last day, and through the date of the Closing. Taxes for all prior years shall be paid by CITY. Assessments, either general or special, for improvements completed prior to the date of Closing, whether matured or unmatured, shall be paid in full by CITY.

## X. CLOSING COSTS

The following costs shall be paid by CITY:

- A. Continuation of the Abstract;
- B. Preparation of Warranty deed;
- C. State Deed Tax.

The following costs shall be paid by BUYER:

- A. Preparation of Mortgage or Deed of Trust;
- B. Recording fees; and
- C. Closing fee;
- D. Title Insurance Premium, if any.

## XI. NOTICES

Any notice hereunder shall be given in writing to the party for whom it is intended, in person or by certified mail, at the following address as may be designated in writing:

to the CITY, Community Development Director, CITY of Saint Peter, Municipal Building, 227 S. Front Street, St. Peter, MN 56082, and a copy to St. Peter City Attorney, P.O. Box 57, St. Peter, MN 56082;

to BUYER and to any successor or assignee or either party, at [REDACTED] and a copy to their attorney,

## XII. ASSIGNMENT AND SUCCESSION

This Agreement shall be binding upon and inure to the benefit of the heirs, successors, administrators, executors, and assigns of the respective parties. BUYER shall not assign this

Option without the written consent of the CITY. The CITY shall not unreasonably withhold its consent.

### **XIII. TIME OF ESSENCE: ACCEPTANCE**

Time is expressly declared to be of the essence of this Agreement. CITY shall have twenty (20) days from date of receipt of this Agreement to accept and agree to the terms and conditions herein, provided that BUYER may, in writing, extend the time for acceptance.

### **XIV. AMENDMENTS**

No modification of this agreement shall be valid or binding unless such modification is in writing, duly dated and signed by both parties. Neither party shall be bound by any terms, conditions, statements, or representations, oral or written, not herein contained. It is mutually understood and specifically agreed that this Agreement is binding upon their respective heirs, successors, administrators, executors, and assigns of the parties hereto.

### **XV. CONDITION OF PROPERTY**

- A. CITY shall remove all debris and all personal property not included in this sale from the property before possession date. CITY has not received any notice from any governmental authority as to the existence of any Dutch elm disease, oak wilt, or other disease of any trees on the property.
  
- B. In 1993, a phase I environmental assessment of the site was conducted. The results of the assessment indicated that underground gasoline storage tanks had previously been located on the project site. Further evaluation of the site indicated that dry cleaning solvents had also been stored on the site in relation to a previous use of the parcel. Assessment, testing and remediation were also provided in accordance with the rules and regulations of the Minnesota Pollution Control Agency. Correspondence from the Minnesota Pollution Control Agency indicates that no further remediation is necessary. A complete copy of the Minnesota Pollution Control Agency file regarding this site has been made available to the BUYER.

On or before sixty (60) days after signing this document, the BUYER may, at its own expense, enter the property for purposes of conducting its own environmental review. The BUYER shall be satisfied in its sole discretion that the soils of the property are free from hazardous substances, waste, pollutants and other contaminants and sufficient for BUYERS' proposed use of the

property. In the event the BUYERS' testing indicates the presence of any contaminant or pollutant materials, or that the soil is unsuitable for BUYER'S development, BUYER may terminate this agreement and shall be reimbursed any and all applicable option payments. In the event, BUYER does not terminate this agreement, the BUYER shall accept the property in "AS IS" condition and the CITY shall not be responsible for any further remediation.

- C. CITY knows of no wetlands, flood plain, or shore land on or affecting the property.
- D. CITY'S warranties and representations contained in this paragraph 15, shall survive the delivery of the Deed or Contract for Deed, provided that any notice of a defect or claim of breach of warranty must be in writing. Any such notice with respect to matters referred to in A., above must be given by BUYER to the CITY within one year of the Date of Closing or be deemed waived.

#### **XVI. DISCLAIMER**

CITY does not warrant that the soil is suitable for BUYER'S purposes. BUYER may at BUYER'S expense complete soil testing. In the event the soil tests indicate that the property may only be improved with incurring extraordinary building methods or expense, at BUYER' option, this Option Agreement shall become null and void and all option money shall be refunded to BUYER. BUYER and CITY agree to sign a Cancellation of Option Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first written above.

CITY OF SAINT PETER

\_\_\_\_\_  
Timothy Strand, Mayor

\_\_\_\_\_  
Todd Prafke, City Administrator