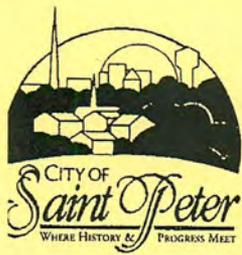


**CITY OF SAINT PETER, MINNESOTA
AGENDA AND NOTICE OF MEETING**

Regular City Council Meeting of Monday, February 24, 2014
Community Center Governors' Room - 7:00 p.m.

- I. **CALL TO ORDER**
- II. **APPROVAL OF AGENDA**
- III. **APPROVAL OF MINUTES**
- IV. **VISITORS**
 - A. Scheduling of Visitor Comments on Agenda Items
 - B. General Visitor Comments
- V. **APPROVAL OF CONSENT AGENDA ITEMS**
- VI. **UNFINISHED BUSINESS**

None scheduled.
- VII. **NEW BUSINESS**
 - A. Revolving Loan Extension Request: Beaudry, Inc.
 - B. Request for City Assistance: St. Patrick's Day Parade
 - C. 2014 Equipment Certificate Purchase: Rotary Mower
 - D. Unbudgeted Purchase: Flower Watering Cart
 - E. MnDOT Cooperative Agreement: Highway 169
 - F. MnDOT Cooperative Agreement: Highway 99
- VIII. **REPORTS**
 - A. **MAYOR**
 - 1. Women's History Month Proclamation
 - 2. Others
 - B. **CITY ADMINISTRATOR**
 - 1. Highway 169 Project Update
 - 2. March 10th Council Meeting
 - 3. Others
- IX. **EXECUTIVE SESSION**
 - A. Resolution Calling For Closed Session
ADJOURN TO CLOSED SESSION IN TDS ROOM
 - 1. Land Purchase Negotiations**RETURN TO OPEN SESSION**
- X. **ADJOURNMENT**



I. CALL TO ORDER

Mayor Strand will call the meeting to order and lead the Pledge of Allegiance.

II. APPROVAL OF AGENDA

A motion to approve the agenda, as posted in accordance with the Open Meetings Law, will be entertained. A MOTION is in order.

III. APPROVAL OF MINUTES

A copy of the minutes of the February 10, 2014 regular Council meeting is attached for approval. A MOTION is in order.

IV. VISITORS

A. **Scheduling of Visitor Comments On Agenda Items**

Members of the audience wishing to address the Council with regard to an agenda item later in the meeting should be noted at this time.

B. **General Visitor Comments**

Members of the audience wishing to address the Council concerning items not on the agenda may do so at this time.

V. APPROVAL OF CONSENT AGENDA ITEMS

The consent agenda, including approval of the schedule of disbursements for February 6, 2014 through February 19, 2014 are attached. Please see the attached staff reports and RESOLUTION.

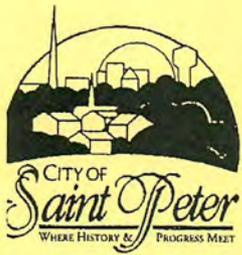
VI. UNFINISHED BUSINESS

None scheduled.

VII. NEW BUSINESS

A. **ADOPTION OF A RESOLUTION APPROVING MODIFICATION TO REVOLVING LOAN TERMS FOR BEAUDRY, INC.**

The Economic Development Authority recommends approval of a request by Beaudry, Inc. to extend the balloon payment date for a previously approved revolving loan to February 1, 2016. Please see the attached staff report and RESOLUTION.



B. ADOPTION OF A RESOLUTION APPROVING REQUEST FOR CITY ASSISTANCE FOR ST. PATRICK'S DAY PARADE

Staff recommends approval of a request by the St. Peter Ambassador's for City assistance related to the annual St. Patrick's Day parade. Please see the attached staff report and RESOLUTION.

C. ADOPTION OF A RESOLUTION APPROVING 2014 EQUIPMENT CERTIFICATE PURCHASE: ROTARY MOWER

Staff recommends approval for purchase of a replacement rotary mower to be funded by the 2014 equipment certificate. Should the mower purchase be approved staff further recommends an existing Toro mower be declared as surplus property and offered for public sale on the State of Minnesota Department of Administration online auction site. Please see the attached staff report and RESOLUTION.

D. ADOPTION OF A RESOLUTION APPROVING UNBUDGETED PURCHASE OF FLOWER WATERING CART

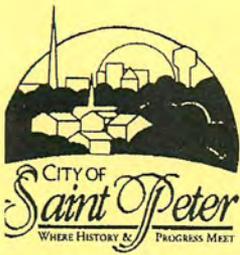
The downtown flower watering program will be taken over by the City this year. The Snapper all-terrain vehicle which was purchased by the Ambassador's when the program began is in poor condition and staff recommends the vehicle be returned to the Ambassador's and the City purchase an electric all-terrain vehicle to use for the flower watering program. This is an unbudgeted purchase, however staff recommends the purchase be funded by excess funds in the 2014 equipment certificate. Please see the attached staff report and RESOLUTION.

E. ADOPTION OF A RESOLUTION APPROVING EXECUTION OF COOPERATIVE AGREEMENT WITH MINNESOTA DEPARTMENT OF TRANSPORTATION FOR HIGHWAY 169 PROJECT

Staff recommends approval be provided for execution of a cooperative agreement with MnDOT for the 169 project. A similar agreement was adopted in 2009 for a joint project. Please see the attached staff report and RESOLUTION.

F. ADOPTION OF A RESOLUTION APPROVING EXECUTION OF COOPERATIVE AGREEMENT WITH MINNESOTA DEPARTMENT OF TRANSPORTATION FOR HIGHWAY 99 PROJECT

Staff recommends approval be provided for execution of a cooperative agreement with MnDOT for the Highway 99 bridge project. Please see the attached staff report and RESOLUTION.



VIII. REPORTS

A. MAYOR

1. REPORT ON WOMEN'S HISTORY MONTH PROCLAMATION

Mayor Strand will proclaim March, 2014 as "Women's History Month".

2. OTHERS

Any further reports by the Mayor will be provided at this time.

B. CITY ADMINISTRATOR

1. REPORT ON HIGHWAY 169 PROJECT

A report will be provided at this time on the Highway 169 Project.

2. REPORT ON MARCH 10, 2014 COUNCIL MEETING ABSENCES

A report will be provided at this time on Councilmembers who will be absent from the March 10th regular meeting.

3. OTHERS

Any further reports by the City Administrator will be provided at this time.

IX. EXECUTIVE SESSION

A. ADOPTION OF A RESOLUTION CALLING FOR CLOSED SESSION TO DISCUSS LAND PURCHASE NEGOTIATIONS

State law allows for public meetings to be closed to discuss land purchase negotiations. Staff recommends the meeting be closed at this time to discuss negotiations related to purchase of real estate. Please see the attached RESOLUTION.

ADJOURN TO CLOSED SESSION IN THE TRAVERSE DES SIOUX ROOM

B. DISCUSSION OF LAND PURCHASE NEGOTIATIONS

Discussion will take place at this time regarding negotiations for purchase of real estate.

RETURN TO OPEN SESSION

X. ADJOURNMENT

Office of the City Administrator
Todd Prafke

CITY OF SAINT PETER, MINNESOTA

OFFICIAL PROCEEDINGS

**MINUTES OF THE CITY COUNCIL MEETING
FEBRUARY 10, 2014**

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Saint Peter was conducted in the Governors' Room of the Community Center on February 10, 2014.

A quorum present, Mayor Strand called the meeting to order at 7:00 p.m. The following members were present: Councilmembers Grams, Zieman, Kvamme, Brand, Parras and Mayor Strand. Absent was Councilmember Carlin. The following officials were present: City Administrator Prafke, City Attorney Brandt, and City Engineer Domras.

Approval of Agenda – A motion was made by Brand, seconded by Domras, to approve the agenda. With all in favor, the motion carried.

Approval of Minutes – A motion was made by Kvamme, seconded by Parras, to approve the minutes of the January 27, 2014 regular City Council meeting. Councilmember Zieman requested modification to the minutes. Zieman indicated he had received “fewer” deer sighting reports versus the “no” sightings the minutes indicated under reports and asked to have the minutes changed to reflect the same. With all in favor, the motion carried and the minutes were approved with the requested modification. A complete copy of the minutes of the January 27, 2014 regular City Council meeting is contained in the City Administrator’s book entitled Council Proceedings 18.

Consent Agenda – In motion by Zieman, seconded by Brand, Resolution No. 2014-16 entitled “Resolution Approving Consent Agenda” was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2014-16 is contained in the City Administrator’s book entitled Council Resolutions 20.

Welco West Purchase And Development Agreements – Community Development Director Wille requested authorization for execution of a purchase agreement and development agreement with Michael and Julie Drummer for redevelopment of the tax forfeited portion of the Welco West Subdivision for the purchase price of \$468,000 plus \$50,000 that would be put into escrow until the requirement for building permit applications was met by the December 31, 2016 deadline. Wille reminded the Council that following receipt of the property from Nicollet County with the approval of the State of Minnesota, the Council received two proposals for redevelopment of the property and had selected the Drummer proposal. Wille reported the Drummer proposal included construction of 11 townhome units, 32 single family homes, one 40-unit multi-family apartment building and the option for another 40-unit building which could be built if the City constructs a regional stormwater basin in the area. Wille also noted the development was expected to generate \$240,000 in permit fees for the City and be valued at \$9.6 million.

Councilmembers had extensive discussion related to the details of the proposed single family home and townhome developments including colors, accessibility issues, floor plans, square footage, price, number of bedrooms, custom build requests, and other issues. City Administrator Prafke pointed out that the proposed development agreement does not include

City approval of the actual designs or details of any of the buildings and the developer had proposed accessibility standards that exceed what is required to be provided under the law.

In motion by Zieman, seconded by Brand, Resolution No. 2014-17 entitled "Resolution Authorizing Execution Of Purchase And Development Agreements With Mike And Julie Drummer For Redevelopment Of Welco West Subdivision", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2014-17 is contained in the City Administrator's book entitled Council Resolutions 20.

Employee Anniversary Program – City Administrator Prafke recommended the employee anniversary recognition program be modified to provide employees with the option of receiving Chamber bucks that can be spent locally for their recognition award effective retroactively to January 1, 2014. In motion by Parras, seconded by Kvamme, Resolution No. 2014-18 entitled "Resolution Modifying Employee Personnel Policy Section XXVI – 'Employee Anniversary Recognition Program'", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2014-18 is contained in the City Administrator's book entitled Council Resolutions 20.

Reports

Mayor's Report – Mayor Strand reported on his recent activities which included attending the St. Paul Winter Carnival and the annual Fire Relief Association dinner with the Volunteer Fire Department.

Office Closure – City Administrator Prafke reported non-emergency City offices would be closed on Monday, February 17th for the President's Day legal holiday.

Day Care Study Group – City Administrator Prafke reported the first meeting of the day care study group had been scheduled with the goal of researching and acquiring information to determine if there is a need for additional day care services in Saint Peter and if so, how to solve the shortage.

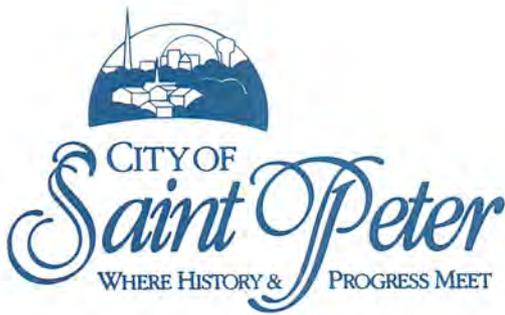
Councilmembers Grams and Parras reported on their attendance at the League of Minnesota Cities Newly Elected Officials Conference which included training on laws, statutes, finances and data privacy regulations.

There being no further business, a motion was made by Zieman, seconded by Brand, to adjourn. With all in favor, the motion carried and the meeting adjourned at 7:40 p.m.

Timothy Strand
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Todd Prafke
City Administrator

DATE: 2/20/2014

FROM: Cindy Moulton
Administrative Secretary

RE: Renewal License Applications

ACTION/RECOMMENDATION

Provide approval of renewal license applications.

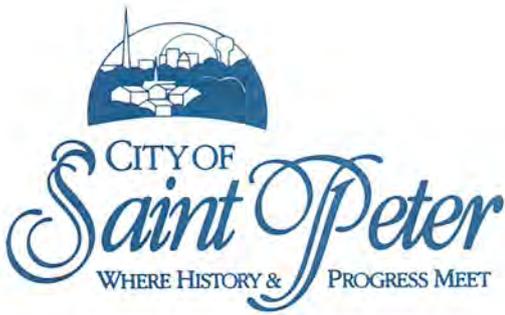
BACKGROUND

The Pheasants Forever Nicollet County Chapter #763 is holding their annual fundraiser on April 12, 2014 at Johnson Hall, 400 Union Street. They have applied for the following licenses; Temporary On Sale Liquor, LG220 Application for Exempt Permit, and Temporary Soft Drink License in order to hold the event.

Please place these items on the January 24, 2014 City Council consent agenda.

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

CKM



Memorandum

TO: Honorable Mayor Strand
Members of the City Council

DATE: 2/20/14

FROM: Todd Prafke
City Administrator

RE: Advisory Board/Liaison Appointments

ACTION/RECOMMENDATION

Provide for appointment of several advisory board members and a City Council liaison appointment.

BACKGROUND

Mayor Strand recommends the appointment of the following advisory board members:

CIVIL SERVICE COMMISSION

Ken Eichmann (2014-2016)

ECONOMIC DEVELOPMENT AUTHORITY

Corey Abels (2010-2015)

HUMAN RIGHTS COMMISSION

Jill Niebuhr (2014-2016)

TOURISM AND VISITORS BUREAU

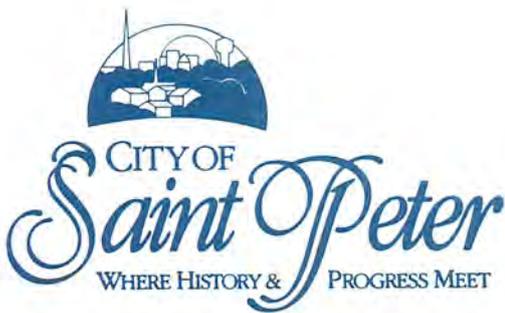
Bob Sandeen (2012-2014)

In addition, Mayor Strand recommends Councilmember Grams be designated as the City's representative to the Benedictine Health Systems (BHS) Board of Directors for the nursing home in Saint Peter. This appointment is a provision contained in the BHS lease with the City.

Each of these candidates have indicated their willingness to serve in the position if appointed. Please include appointment of these members on the consent agenda for the February 24, 2014 regular meeting.

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

TP/bal



Memorandum

TO: Todd Prafke
City Administrator

DATE: February 19, 2014

FROM: Paula O'Connell Wayne Albers
Director of Finance Transit Coordinator

RE: Bus Driver Appointments

ACTION/RECOMMENDATION

Approve the hiring of one full-time and two part-time Bus Drivers.

BACKGROUND

Initiation of a recruitment process for Bus Drivers was undertaken following the retirement of one driver and concerns about scheduling shortages for part-time Drivers after implementation of the route system. Eleven applications were received for the full-time position (three were interviewed) and seven were received for the part-time positions with four being interviewed.

At the conclusion of the interviews for the full-time Driver position, the highest scoring applicant was current part-time Bus Driver Todd Fisher. Todd has been driving part-time since January 2, 2013 and has filled the majority of the open hours over the past five months. We recommend Todd Fisher be appointed to the position of full-time Bus Driver at his current pay rate of \$14.72 per hour.

We further recommend the appointments of Amber Bartlett and Regis Fritsch as part-time Bus Drivers at a starting pay rate of \$13.52 per hour.

Please include these appointments on the consent agenda for the February 24, 2014 regular meeting.

If you have any further questions or need any additional information please contact us.

PO/WA

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|----------------------------------|----------------------------|--------------------|------------------------|---------|
| ABEL'S ELECTRIC MOTOR SHOP | equip motor and repairs | WASTE WATER FUND | SOURCE/TREATMENT | 877.43 |
| | | | TOTAL: | 877.43 |
| ALPHA WIRELESS COMMUNICATIONS CO | february ltr radio mainten | GENERAL FUND | MUNICIPAL BUILDING | 59.32 |
| | pager service | GENERAL FUND | FIRE | 228.77 |
| | february ltr radio mainten | GENERAL FUND | PUBLIC WORKS ADMIN | 83.04 |
| | batteries | GENERAL FUND | STREETS | 103.13 |
| | batteries | GENERAL FUND | PARKS | 82.50 |
| | february ltr radio mainten | WATER | ADMIN AND GENERAL | 56.83 |
| | batteries | WATER | ADMIN AND GENERAL | 41.25 |
| | february ltr radio mainten | WASTE WATER FUND | ADMIN AND GENERAL | 51.40 |
| | batteries | WASTE WATER FUND | ADMIN AND GENERAL | 41.25 |
| | batteries | ENVIRON SERVICES F | ADMIN AND GENERAL | 41.24 |
| | february ltr radio mainten | ELECTRIC FUND | ADMIN AND GENERAL | 51.41 |
| | batteries | ELECTRIC FUND | ADMIN AND GENERAL | 103.13 |
| | | | TOTAL: | 943.27 |
| AMERICAN EXPRESS | 2014 annual fee | ENVIRON SERVICES F | ADMIN AND GENERAL | 15.00 |
| | | | TOTAL: | 15.00 |
| AMERICAN EXPRESS TRAVEL | pay for flight with points | GENERAL FUND | NON-DEPARTMENTAL | 34.45- |
| | pay for flight with points | WATER | NON-DEPARTMENTAL | 91.46- |
| | pay for flight with points | WASTE WATER FUND | NON-DEPARTMENTAL | 100.12- |
| | pay for flight with points | ENVIRON SERVICES F | NON-DEPARTMENTAL | 218.97- |
| | mayor flight to dc conf | ELECTRIC FUND | ADMIN AND GENERAL | 445.00 |
| | | | TOTAL: | 0.00 |
| ARROW ACE HARDWARE INC | entrance lights | GENERAL FUND | MUNICIPAL BUILDING | 39.98 |
| | wipes,clnrs,batteries,char | GENERAL FUND | POLICE | 68.71 |
| | paint,rings,batteris,clk,w | GENERAL FUND | FIRE | 137.79 |
| | comp valve,pipe,elbow,labo | GENERAL FUND | STREETS | 3.89 |
| | angle grinder | GENERAL FUND | STREETS | 16.00 |
| | spray paint | GENERAL FUND | STREETS | 36.93 |
| | paint,scrwdrivers,blades | GENERAL FUND | PARKS | 26.46 |
| | comp valve,pipe,elbow,labo | GENERAL FUND | PARKS | 3.89 |
| | angle grinder | GENERAL FUND | PARKS | 16.00 |
| | dehumidifier,furnace filte | PROPERTY INSURANCE | INSURANCE-UNALLOCATED | 194.48 |
| | cord,cleaner | LIBRARY FUND | LIBRARY | 18.49 |
| | rid ice, key clip | LIBRARY FUND | LIBRARY | 72.39 |
| | cord,cleaner | COMMUNITY CENTER | COMMUNITY CENTER | 73.97 |
| | rid ice, key clip | COMMUNITY CENTER | COMMUNITY CENTER | 72.40 |
| | charcoal,wall plates | COMMUNITY CENTER | COMMUNITY CENTER | 20.16 |
| | clamp,heat gun,torch trigg | WATER | PURIFICATION AND TREAT | 45.76 |
| | comp valve,pipe,elbow,labo | WATER | DISTRIBUTION AND STORA | 1.95 |
| | angle grinder | WATER | DISTRIBUTION AND STORA | 8.00 |
| | flashlight,bulbs | WATER | CUSTOMER ACCOUNTS | 4.37 |
| | comp valve,pipe,elbow,labo | WASTE WATER FUND | SOURCE/TREATMENT | 1.95 |
| | angle grinder | WASTE WATER FUND | SOURCE/TREATMENT | 8.00 |
| | flashlight,bulbs | WASTE WATER FUND | CUSTOMER ACCOUNTS | 4.37 |
| | comp valve,pipe,elbow,labo | ENVIRON SERVICES F | REFUSE DISPOSAL | 1.95 |
| | chain saw bar & new chains | ENVIRON SERVICES F | REFUSE DISPOSAL | 160.03 |
| | angle grinder | ENVIRON SERVICES F | REFUSE DISPOSAL | 8.00 |
| | flashlight,bulbs | ENVIRON SERVICES F | CUSTOMER ACCOUNTS | 4.37 |
| | filtrs,screws,bolts | ELECTRIC FUND | POWER PRODUCTION | 51.85 |
| | paint supplies | ELECTRIC FUND | POWER DISTRIBUTION | 16.46 |
| | comp valve,pipe,elbow,labo | ELECTRIC FUND | POWER DISTRIBUTION | 3.89 |

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|----------------------------|----------------------------|--------------------|------------------------|-----------|
| | angle grinder | ELECTRIC FUND | POWER DISTRIBUTION | 16.00 |
| | flashlight,bulbs | ELECTRIC FUND | CUSTOMER ACCOUNTS | 4.37 |
| | comp valve,pipe,elbow,labo | STORMWATER FUND | TREATMENT | 1.95 |
| | angle grinder | STORMWATER FUND | TREATMENT | 7.99 |
| | duct tape | HEARTLAND TRANSIT | TRANSIT/TRANSPORTATION | 5.99 |
| | #12 broom | HEARTLAND TRANSIT | TRANSIT/TRANSPORTATION | 7.49 |
| | | | TOTAL: | 1,166.28 |
| BOBCAT OF MANKATO | #908 hose assy | GENERAL FUND | PARKS | 96.05 |
| | cutting edges | GENERAL FUND | PARKS | 132.25 |
| | | | TOTAL: | 228.30 |
| BOLTON & MENK INC | staff mtg | GENERAL FUND | STREETS | 37.50 |
| | annual msa mileage certifi | GENERAL FUND | STREETS | 360.00 |
| | staff mtg | GENERAL FUND | PARKS | 30.00 |
| | tot lot updates,geldner ab | GENERAL FUND | PARKS | 321.60 |
| | zoning map updates | GENERAL FUND | ECONOMIC DEVMT | 176.00 |
| | wash ave link thru 1/17/14 | PERM IMPROVMENT RE | STREETS | 4,947.50 |
| | n end 169 options 1/17/14 | PERM IMPROVMENT RE | STREETS | 1,885.00 |
| | 2014 old mn/st julien 1/17 | PERM IMPROVMENT RE | STREETS | 22,280.50 |
| | mved improvements data | PERM IMPROVMENT RE | STREETS | 112.50 |
| | water improvements | WATER | CAPITAL-WATER DISTRIBU | 195.00 |
| | staff mtg | WATER | ADMIN AND GENERAL | 15.00 |
| | st julien wtp media assist | WATER | ADMIN AND GENERAL | 170.50 |
| | sanitary service ffe | WASTE WATER FUND | CAPITAL-COLLECTOR SYST | 300.00 |
| | sanitary improvements | WASTE WATER FUND | CAPITAL-COLLECTOR SYST | 195.00 |
| | staff mtg | WASTE WATER FUND | ADMIN AND GENERAL | 15.00 |
| | staff mtg | ENVIRON SERVICES F | ADMIN AND GENERAL | 15.00 |
| | staff mtg | ELECTRIC FUND | ADMIN AND GENERAL | 37.50 |
| | brown st basin 1/17/14 | STORMWATER FUND | CAPITAL-COLL SYS/LIFT | 4,690.00 |
| | chatham/n 4th 1/17/14 | STORMWATER FUND | CAPITAL-COLL SYS/LIFT | 1,605.00 |
| | storm analysis | STORMWATER FUND | CAPITAL-COLL SYS/LIFT | 1,650.00 |
| | | | TOTAL: | 39,038.60 |
| BRANDT LAW OFFICE | civil | GENERAL FUND | LEGAL SERVICES | 2,542.00 |
| | criminal | GENERAL FUND | LEGAL SERVICES | 8,341.25 |
| | 430 ritt st | TORNADO DISASTER R | ECONOMIC DEVMT | 181.25 |
| | welco west | 2004 SUBDIVISIONS | ECONOMIC DEVMT | 1,319.00 |
| | gatzke | PERM IMPROVMENT RE | STREETS | 333.50 |
| | roundabout | PERM IMPROVMENT RE | STREETS | 493.00 |
| | wash ave link | PERM IMPROVMENT RE | STREETS | 439.00 |
| | green valley | WATER | ADMIN AND GENERAL | 565.50 |
| | personnel | HEARTLAND TRANSIT | TRANSIT/TRANSPORTATION | 348.00 |
| | | | TOTAL: | 14,562.50 |
| BENJAMIN D. BURG | dot physical | HEARTLAND TRANSIT | TRANSIT/TRANSPORTATION | 65.00 |
| | | | TOTAL: | 65.00 |
| CANNON TECHNOLOGIES INC | 2014 yukon software supt r | ELECTRIC FUND | POWER DISTRIBUTION | 7,299.00 |
| | | | TOTAL: | 7,299.00 |
| CARQUEST AUTO PARTS STORES | conductor,lamp,loom | GENERAL FUND | STREETS | 18.01 |
| | electrical adapter | GENERAL FUND | STREETS | 15.13 |
| | conductor,lamp,loom | GENERAL FUND | PARKS | 18.01 |
| | belt | GENERAL FUND | PARKS | 21.82 |
| | conductor,lamp,loom | WATER | DISTRIBUTION AND STORA | 9.00 |

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|-------------------------------------|----------------------------|--------------------|------------------------|-----------|
| | washer fluid, oil seals | WASTE WATER FUND | COLLECTOR/LIFT STAT | 13.74 |
| | conductor, lamp, loom | WASTE WATER FUND | SOURCE/TREATMENT | 9.00 |
| | conductor, lamp, loom | ENVIRON SERVICES F | REFUSE DISPOSAL | 9.00 |
| | bedliner kits#21, digger | ELECTRIC FUND | POWER DISTRIBUTION | 233.76 |
| | conductor, lamp, loom | ELECTRIC FUND | POWER DISTRIBUTION | 18.01 |
| | junction block | ELECTRIC FUND | POWER DISTRIBUTION | 30.09 |
| | conductor, lamp, loom | STORMWATER FUND | TREATMENT | 9.01 |
| | #9 marker lights | HEARTLAND TRANSIT | TRANSIT/TRANSPORTATION | 6.18 |
| | | | TOTAL: | 410.76 |
| CENTERPOINT ENERGY MINNEGASCO | jan gas@1724 n 5th | PERM IMPROVMENT RE | STREETS | 61.20 |
| | | | TOTAL: | 61.20 |
| CINTAS CORPORATION #754 | jan uniforms | ELECTRIC FUND | ADMIN AND GENERAL | 495.90 |
| | | | TOTAL: | 495.90 |
| CLAREY'S SAFETY EQUIPMENT, INC. | fan | GENERAL FUND | FIRE | 2,056.00 |
| | | | TOTAL: | 2,056.00 |
| COLE PAPERS INC | bathroom supplies | COMMUNITY CENTER | COMMUNITY CENTER | 54.46 |
| | | | TOTAL: | 54.46 |
| COMPUTER TECHNOLOGY SOLUTIONS, INC. | email assistance | GENERAL FUND | FINANCE | 150.00 |
| | | | TOTAL: | 150.00 |
| COPIER BUSINESS SOLUTIONS | contract overage 1/10-2/9/ | GENERAL FUND | RECREATION/LEISURE SER | 135.48 |
| | contract overage 1/10-2/9/ | COMMUNITY CENTER | COMMUNITY CENTER | 135.49 |
| | | | TOTAL: | 270.97 |
| CREATIVE AD SOLUTIONS | plaque engraving | HEARTLAND TRANSIT | TRANSIT/TRANSPORTATION | 10.00 |
| | | | TOTAL: | 10.00 |
| CREDIT RIVER TOOLS | sockets | GENERAL FUND | STREETS | 14.98 |
| | sockets | GENERAL FUND | PARKS | 14.98 |
| | sockets | WATER | DISTRIBUTION AND STORA | 7.49 |
| | sockets | WASTE WATER FUND | SOURCE/TREATMENT | 7.49 |
| | sockets | ENVIRON SERVICES F | REFUSE DISPOSAL | 7.49 |
| | sockets | ELECTRIC FUND | POWER DISTRIBUTION | 14.98 |
| | sockets | STORMWATER FUND | TREATMENT | 7.49 |
| | | | TOTAL: | 74.90 |
| CRYSTAL VALLEY | lm fuel | ELECTRIC FUND | POWER PRODUCTION | 22,884.15 |
| | | | TOTAL: | 22,884.15 |
| CULLIGAN | cc solar salt delivered | COMMUNITY CENTER | COMMUNITY CENTER | 21.49 |
| | | | TOTAL: | 21.49 |
| CUMMINS NPOWER, LLC | muni pm annual feb 2014 | GENERAL FUND | MUNICIPAL BUILDING | 2,390.14 |
| | pm annual feb 2014 | COMMUNITY CENTER | COMMUNITY CENTER | 2,855.69 |
| | well #7 pm annual feb 2014 | WATER | SOURCE OF SUPPLY | 1,920.92 |
| | brdwy pm annual feb 2014 | WATER | PURIFICATION AND TREAT | 3,286.34 |
| | sjwtp pm annual feb 2014 | WATER | PURIFICATION AND TREAT | 3,896.88 |
| | greenhill pm annual feb 20 | WATER | DISTRIBUTION AND STORA | 1,920.92 |
| | pm annual feb 2014 | WASTE WATER FUND | COLLECTOR/LIFT STAT | 3,107.12 |
| | portable pm annual feb 201 | WASTE WATER FUND | COLLECTOR/LIFT STAT | 1,800.92 |
| | freeman pm annual feb 2014 | WASTE WATER FUND | COLLECTOR/LIFT STAT | 1,555.68 |

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---------------------------|----------------------------|--------------------|------------------------|-----------|
| | pm annual feb 2014 | WASTE WATER FUND | SOURCE/TREATMENT | 5,721.45 |
| | pm annual feb 2014 | ELECTRIC FUND | POWER PRODUCTION | 5,068.64 |
| | pm annual feb 2014 | ELECTRIC FUND | POWER PRODUCTION | 5,068.64 |
| | pm annual feb 2014 | ELECTRIC FUND | POWER PRODUCTION | 5,068.64 |
| | pm annual feb 2014 | ELECTRIC FUND | POWER PRODUCTION | 5,068.61 |
| | pm annual feb 2014 | ELECTRIC FUND | POWER PRODUCTION | 5,068.61 |
| | pm annual feb 2014 | ELECTRIC FUND | POWER PRODUCTION | 5,068.61 |
| | union pm annual feb 2014 | STORMWATER FUND | COLLECTIONS/LIFT STATI | 2,116.20 |
| | union pm annual feb 2014 a | STORMWATER FUND | COLLECTIONS/LIFT STATI | 148.01- |
| | | | TOTAL: | 60,836.00 |
| DAKOTA SUPPLY GROUP | 5/8x3/4 meters w/radio | WATER | NON-DEPARTMENTAL | 17,453.01 |
| | | | TOTAL: | 17,453.01 |
| DON'S APPLIANCE & TV | water filter | GENERAL FUND | STREETS | 8.00 |
| | water filter | GENERAL FUND | PARKS | 8.00 |
| | jefferson microwave | PROPERTY INSURANCE | INSURANCE-UNALLOCATED | 219.99 |
| | water filter | WATER | DISTRIBUTION AND STORA | 4.00 |
| | water filter | WASTE WATER FUND | SOURCE/TREATMENT | 4.00 |
| | water filter | ENVIRON SERVICES F | REFUSE DISPOSAL | 4.00 |
| | water filter | ELECTRIC FUND | POWER DISTRIBUTION | 8.00 |
| | water filter | STORMWATER FUND | TREATMENT | 3.99 |
| | | | TOTAL: | 259.98 |
| ENVENTIS | phone svc 2/8/-3/7/14 | GENERAL FUND | CITY ADMINISTRATION | 69.54 |
| | phone svc 2/8/-3/7/14 | GENERAL FUND | CITY CLERK | 13.75 |
| | phone svc 2/8/-3/7/14 | GENERAL FUND | FINANCE | 108.25 |
| | phone svc 2/8/-3/7/14 | GENERAL FUND | MUNICIPAL BUILDING | 6.43 |
| | phone svc 2/8/-3/7/14 | GENERAL FUND | POLICE | 341.19 |
| | phone svc 2/8/-3/7/14 | GENERAL FUND | FIRE | 151.48 |
| | phone svc 2/8/-3/7/14 | GENERAL FUND | BUILDING INSPECTOR | 40.36 |
| | phone svc 2/8/-3/7/14 | GENERAL FUND | PUBLIC WORKS ADMIN | 82.98 |
| | phone svc 2/8/-3/7/14 | GENERAL FUND | STREETS | 46.78 |
| | phone svc 2/8/-3/7/14 | GENERAL FUND | SENIOR COORDINATOR | 5.59 |
| | phone svc 2/8/-3/7/14 | GENERAL FUND | RECREATION/LEISURE SER | 123.32 |
| | phone svc 2/8/-3/7/14 | GENERAL FUND | SWIMMING POOL | 31.32 |
| | phone svc 2/8/-3/7/14 | GENERAL FUND | PARKS | 90.16 |
| | phone svc 2/8/-3/7/14 | GENERAL FUND | ECONOMIC DEVMT | 26.61 |
| | phone svc 2/8/-3/7/14 | LIBRARY FUND | LIBRARY | 82.02 |
| | phone svc 2/8/-3/7/14 | PUBLIC ACCESS | PUBLIC ACCESS | 13.76 |
| | phone svc 2/8/-3/7/14 | COMMUNITY CENTER | COMMUNITY CENTER | 47.98 |
| | credit for unrequested ser | WATER | ADMIN AND GENERAL | 276.75- |
| | phone svc 2/8/-3/7/14 | WASTE WATER FUND | ADMIN AND GENERAL | 191.33 |
| | phone svc 2/8/-3/7/14 | ENVIRON SERVICES F | ADMIN AND GENERAL | 29.72 |
| | phone svc 2/8/-3/7/14 | ELECTRIC FUND | ADMIN AND GENERAL | 137.81 |
| | phone svc 2/8/-3/7/14 | HEARTLAND TRANSIT | TRANSIT/TRANSPORTATION | 45.62 |
| | | | TOTAL: | 1,409.25 |
| ERICKSON OIL PRODUCTS INC | january fuel | GENERAL FUND | POLICE | 158.57 |
| | january fuel | GENERAL FUND | STREETS | 62.52 |
| | january fuel | WASTE WATER FUND | COLLECTOR/LIFT STAT | 272.37 |
| | january fuel | STORMWATER FUND | TREATMENT | 100.15 |
| | | | TOTAL: | 593.61 |
| FAMILY FRESH MARKET | shoe polish | GENERAL FUND | POLICE | 14.13 |
| | cleaners,vinegar | GENERAL FUND | FIRE | 36.44 |

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|----------------------------------|----------------------------|--------------------|------------------------|------------------|
| | senior dance supplies | GENERAL FUND | SENIOR COORDINATOR | <u>41.98</u> |
| | | | TOTAL: | 92.55 |
| FASTENAL COMPANY | #16washrs,nuts,bolts | GENERAL FUND | STREETS | 48.39 |
| | batteries & tape | GENERAL FUND | STREETS | 120.86 |
| | #clevis pins | GENERAL FUND | STREETS | 10.08 |
| | batteries & tape | GENERAL FUND | PARKS | 120.86 |
| | batteries & tape | WATER | DISTRIBUTION AND STORA | 60.43 |
| | batteries & tape | WASTE WATER FUND | SOURCE/TREATMENT | 60.43 |
| | batteries & tape | ENVIRON SERVICES F | REFUSE DISPOSAL | 60.43 |
| | jet chuck key | ENVIRON SERVICES F | REFUSE DISPOSAL | 15.50 |
| | batteries & tape | ELECTRIC FUND | POWER DISTRIBUTION | 120.86 |
| | batteries & tape | STORMWATER FUND | TREATMENT | <u>60.42</u> |
| | | | TOTAL: | 678.26 |
| FOL-DA-TANK COMPANY | repair tear in 2100 liner | GENERAL FUND | FIRE | <u>129.41</u> |
| | | | TOTAL: | 129.41 |
| GARAGE DOOR STORE | 3 button station | WATER | PURIFICATION AND TREAT | <u>105.00</u> |
| | | | TOTAL: | 105.00 |
| WILLIAM GERHART | external vest carrier | GENERAL FUND | POLICE | <u>122.85</u> |
| | | | TOTAL: | 122.85 |
| LEWIS GIESKING | mileage1/2-2/5/14 | GENERAL FUND | STREETS | 9.92 |
| | mileage1/2-2/5/14 | GENERAL FUND | PARKS | 7.94 |
| | mileage1/2-2/5/14 | WATER | ADMIN AND GENERAL | 3.97 |
| | mileage1/2-2/5/14 | WASTE WATER FUND | ADMIN AND GENERAL | 3.97 |
| | mileage1/2-2/5/14 | ENVIRON SERVICES F | ADMIN AND GENERAL | 3.97 |
| | mileage1/2-2/5/14 | ELECTRIC FUND | ADMIN AND GENERAL | 9.92 |
| | mileage to smmpa mtg | ELECTRIC FUND | ADMIN AND GENERAL | <u>133.17</u> |
| | | | TOTAL: | 172.86 |
| CLETUS GOBLIRSCH | senior dance entertainment | GENERAL FUND | SENIOR COORDINATOR | <u>100.00</u> |
| | | | TOTAL: | 100.00 |
| GOPHER STATE ONE-CALL INC | january 2014 locates | WATER | DISTRIBUTION AND STORA | 4.87 |
| | january 2014 locates | WASTE WATER FUND | COLLECTOR/LIFT STAT | 4.87 |
| | january 2014 locates | ELECTRIC FUND | POWER DISTRIBUTION | <u>4.86</u> |
| | | | TOTAL: | 14.60 |
| GRAYMONT WESTERN LIME INC. | quicklime | WASTE WATER FUND | BIOSOLIDS | <u>4,331.60</u> |
| | | | TOTAL: | 4,331.60 |
| GREAT NORTHERN ENVIRONMENTAL LLC | sleeves,lamps,seal kit | WASTE WATER FUND | SOURCE/TREATMENT | <u>45,150.79</u> |
| | | | TOTAL: | 45,150.79 |
| GUSTAVUS ADOLPHUS COLLEGE P.O. | january postage | GENERAL FUND | CITY ADMINISTRATION | 25.24 |
| | january postage | GENERAL FUND | CITY CLERK | 3.06 |
| | january postage | GENERAL FUND | FINANCE | 303.96 |
| | january postage | GENERAL FUND | POLICE | 36.53 |
| | january postage | GENERAL FUND | FIRE | 3.67 |
| | january postage | GENERAL FUND | BUILDING INSPECTOR | 10.15 |
| | january postage | GENERAL FUND | PUBLIC WORKS ADMIN | 44.92 |
| | january postage | GENERAL FUND | RECREATION/LEISURE SER | 79.85 |
| | january postage | GENERAL FUND | PARKS | 4.25 |

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|----------------------------------|----------------------------|--------------------|------------------------|-----------|
| | january postage | GENERAL FUND | ECONOMIC DEVMT | 40.62 |
| | january postage | LIBRARY FUND | LIBRARY | 37.60 |
| | january postage | COMMUNITY CENTER | COMMUNITY CENTER | 9.70 |
| | january postage | WATER | CUSTOMER ACCOUNTS | 85.76 |
| | january postage | WASTE WATER FUND | ADMIN AND GENERAL | 1.37 |
| | january postage | WASTE WATER FUND | CUSTOMER ACCOUNTS | 85.76 |
| | january postage | ENVIRON SERVICES F | CUSTOMER ACCOUNTS | 85.76 |
| | january postage | ELECTRIC FUND | ADMIN AND GENERAL | 15.45 |
| | january postage | ELECTRIC FUND | CUSTOMER ACCOUNTS | 85.75 |
| | january postage | HEARTLAND TRANSIT | TRANSIT/TRANSPORTATION | 3.77 |
| | | | TOTAL: | 963.17 |
| GUSTAVUS ADOLPHUS COLLEGE-DINING | staff training lunch | GENERAL FUND | CITY ADMINISTRATION | 941.97 |
| | | | TOTAL: | 941.97 |
| HACH COMPANY | lab reagents | WASTE WATER FUND | SOURCE/TREATMENT | 40.95 |
| | | | TOTAL: | 40.95 |
| HAWKINS, INC. | azone,chlotrine,sodium hyd | WATER | PURIFICATION AND TREAT | 2,888.59 |
| | sodium hydro | WATER | PURIFICATION AND TREAT | 1,365.00 |
| | poly | WASTE WATER FUND | BIOSOLIDS | 5,060.00 |
| | sulfuric acid | WASTE WATER FUND | BIOSOLIDS | 66.47 |
| | ferric chloride | WASTE WATER FUND | SOURCE/TREATMENT | 4,342.40 |
| | polymer | WASTE WATER FUND | SOURCE/TREATMENT | 1,478.70 |
| | sulfuric acid | WASTE WATER FUND | SOURCE/TREATMENT | 155.08 |
| | | | TOTAL: | 15,356.24 |
| HILLYARD/HUTCHINSON | kent machine blade kit,hos | WASTE WATER FUND | SOURCE/TREATMENT | 239.30 |
| | | | TOTAL: | 239.30 |
| HOLIDAY COMMERCIAL | january fuel | WATER | SOURCE OF SUPPLY | 59.75 |
| | january fuel | WATER | PURIFICATION AND TREAT | 89.62 |
| | january fuel | WATER | DISTRIBUTION AND STORA | 448.12 |
| | january fuel | WASTE WATER FUND | COLLECTOR/LIFT STAT | 137.39 |
| | january fuel | STORMWATER FUND | TREATMENT | 95.98 |
| | | | TOTAL: | 830.86 |
| IMPACT | january 2014 bills printin | WATER | CUSTOMER ACCOUNTS | 156.17 |
| | january 2014 bills postage | WATER | CUSTOMER ACCOUNTS | 361.05 |
| | january 2014 bills printin | WASTE WATER FUND | CUSTOMER ACCOUNTS | 156.17 |
| | january 2014 bills postage | WASTE WATER FUND | CUSTOMER ACCOUNTS | 361.05 |
| | january 2014 bills printin | ENVIRON SERVICES F | CUSTOMER ACCOUNTS | 156.17 |
| | january 2014 bills postage | ENVIRON SERVICES F | CUSTOMER ACCOUNTS | 361.04 |
| | january 2014 bills printin | ELECTRIC FUND | CUSTOMER ACCOUNTS | 156.17 |
| | january 2014 bills postage | ELECTRIC FUND | CUSTOMER ACCOUNTS | 361.05 |
| | january 2014 bills flyer | ELECTRIC FUND | CUSTOMER ACCOUNTS | 165.58 |
| | | | TOTAL: | 2,234.45 |
| INGRAM BOOK COMPANY | new library materials | LIBRARY FUND | LIBRARY | 246.65 |
| | | | TOTAL: | 246.65 |
| RICHARD KERN | daddy daughter dance enter | GENERAL FUND | RECREATION/LEISURE SER | 200.00 |
| | | | TOTAL: | 200.00 |
| KIND VETERINARY CLINIC PA | jan vet svcs | GENERAL FUND | COMMUNITY SERVICE | 88.71 |
| | jan paws vet svcs | RESTRICTED CONTRIB | COMMUNITY SERVICE | 119.69 |

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT | |
|------------------------------------|----------------------------|--------------------|------------------------|------------------------|--------|
| | | | TOTAL: | 208.40 | |
| LE SUEUR COUNTY SOLID WASTE OFFICE | compost permit 4/30/14-5/1 | ENVIRON SERVICES F | ADMIN AND GENERAL | 200.00 | |
| | | | TOTAL: | 200.00 | |
| LEXIS NEXIS | jan '14 subscription | GENERAL FUND | POLICE | 100.00 | |
| | | | TOTAL: | 100.00 | |
| LIGHTHOUSE UNIFORM CO. | buckle | RESTRICTED CONTRIB | FIRE | 33.20 | |
| | | | TOTAL: | 33.20 | |
| LJP ENTERPRISES INC | jan waste svc | COMMUNITY CENTER | COMMUNITY CENTER | 444.46 | |
| | jan waste svc | WATER | PURIFICATION AND TREAT | 99.43 | |
| | jan waste svc | WASTE WATER FUND | SOURCE/TREATMENT | 218.29 | |
| | jan waste svc | ENVIRON SERVICES F | REFUSE DISPOSAL | 602.16 | |
| | | | TOTAL: | 1,364.34 | |
| LOWE'S | jefferson lg air mover | PROPERTY INSURANCE | INSURANCE-UNALLOCATED | 378.10 | |
| | | | TOTAL: | 378.10 | |
| MADDEN, GALANTER, HANSEN, LLP | professional svcs | GENERAL FUND | CITY ADMINISTRATION | 72.00 | |
| | | | TOTAL: | 72.00 | |
| MATHESON TRI-GAS INC | cylinder rental 1/31/14 | GENERAL FUND | STREETS | 25.25 | |
| | cylinder rental 1/31/14 | GENERAL FUND | PARKS | 20.20 | |
| | cylinder rental 1/31/14 | WATER | ADMIN AND GENERAL | 10.10 | |
| | cylinder rental 1/31/14 | WASTE WATER FUND | ADMIN AND GENERAL | 10.10 | |
| | cylinder rental 1/31/14 | ENVIRON SERVICES F | ADMIN AND GENERAL | 10.08 | |
| | cylinder rental 1/31/14 | ELECTRIC FUND | ADMIN AND GENERAL | 25.25 | |
| | | | TOTAL: | 100.98 | |
| MENARDS | door 3 jefferson water dam | GENERAL FUND | PARKS | 1,086.90 | |
| | base cab return | GENERAL FUND | PARKS | 10.00 | |
| | 14' natural limestone | GENERAL FUND | PARKS | 80.50 | |
| | jeffersn conc laminate bks | PROPERTY INSURANCE | INSURANCE-UNALLOCATED | 420.50 | |
| | jefferson filler & toekick | PROPERTY INSURANCE | INSURANCE-UNALLOCATED | 52.54 | |
| | | | TOTAL: | 1,469.44 | |
| MISC VENDOR | MINNEAPOLIS MARRIOT NW | ww ops conf hotel | WATER | ADMIN AND GENERAL | 131.23 |
| | MINNEAPOLIS MARRIOT NW | ww ops conf hotel | WASTE WATER FUND | ADMIN AND GENERAL | 262.46 |
| | MINNEAPOLIS MARRIOT NW | ww ops conf hotel | STORMWATER FUND | ADMINISTRATION AND GEN | 131.22 |
| | | | TOTAL: | 524.91 | |
| MN DNR WATERS | 2013 water use reprt app p | WATER | SOURCE OF SUPPLY | 5,458.90 | |
| | | | TOTAL: | 5,458.90 | |
| MN POLLUTION CONTROL AGENCY | ww ops conf chris | WATER | ADMIN AND GENERAL | 300.00 | |
| | lab certif annual fee 2014 | WASTE WATER FUND | ADMIN AND GENERAL | 2,025.00 | |
| | ww ops conf pete,scot,tom | WASTE WATER FUND | ADMIN AND GENERAL | 900.00 | |
| | ww ops conf jeff | STORMWATER FUND | ADMINISTRATION AND GEN | 300.00 | |
| | | | TOTAL: | 3,525.00 | |
| MN STATE NURSERY ACCOUNT | fruiting shrubs 500 | ENVIRON SERVICES F | REFUSE DISPOSAL | 280.00 | |
| | | | TOTAL: | 280.00 | |
| MN WASTE PROCESSING | jan disposal | ENVIRON SERVICES F | REFUSE DISPOSAL | 10,832.11 | |

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|--------------------------------------|----------------------------|--------------------|------------------------|-----------|
| | | | TOTAL: | 10,832.11 |
| PETE MOULTON | mileage incl st plbg brd m | WATER | ADMIN AND GENERAL | 102.48 |
| | mileage incl collect syst | WASTE WATER FUND | ADMIN AND GENERAL | 108.08 |
| | mileage 1/20-1/31/14 | STORMWATER FUND | ADMINISTRATION AND GEN | 7.28 |
| | | | TOTAL: | 217.84 |
| MTI DISTRIBUTING CO | #311 toro driveline assy | GENERAL FUND | PARKS | 590.71 |
| | 19atoro alternator | GENERAL FUND | PARKS | 416.55 |
| | | | TOTAL: | 1,007.26 |
| NAPA AUTO PARTS OF ST PETER | mstr cyls,water pump,gskt | GENERAL FUND | FIRE | 175.45 |
| | brk line,screw,tune-up,sup | GENERAL FUND | FIRE | 134.10 |
| | | | TOTAL: | 309.55 |
| NELSON PRINTING COMPANY | calendars | GENERAL FUND | POLICE | 46.18 |
| | business cards | GENERAL FUND | POLICE | 53.00 |
| | ups | GENERAL FUND | FIRE | 17.97 |
| | label holder | GENERAL FUND | FIRE | 12.17 |
| | envelopes | GENERAL FUND | STREETS | 56.48 |
| | envelopes | GENERAL FUND | PARKS | 45.18 |
| | appt book | GENERAL FUND | PARKS | 19.80 |
| | folders,paper,clips,tape,r | LIBRARY FUND | LIBRARY | 57.54 |
| | ship safety vests for wate | WATER | ADMIN AND GENERAL | 11.94 |
| | envelopes | WATER | ADMIN AND GENERAL | 22.59 |
| | metrer cards | WATER | CUSTOMER ACCOUNTS | 15.07 |
| | ups | WASTE WATER FUND | COLLECTOR/LIFT STAT | 15.30 |
| | envelopes | WASTE WATER FUND | ADMIN AND GENERAL | 22.59 |
| | metrer cards | WASTE WATER FUND | CUSTOMER ACCOUNTS | 15.07 |
| | envelopes | ENVIRON SERVICES F | ADMIN AND GENERAL | 22.58 |
| | metrer cards | ENVIRON SERVICES F | CUSTOMER ACCOUNTS | 15.06 |
| | envelopes | ELECTRIC FUND | ADMIN AND GENERAL | 56.48 |
| | metrer cards | ELECTRIC FUND | CUSTOMER ACCOUNTS | 15.07 |
| | | | TOTAL: | 520.07 |
| NICOLLET COUNTY BANK | jan ach a/p & pr | GENERAL FUND | FINANCE | 6.74 |
| | jan ach a/p & pr | WATER | ADMIN AND GENERAL | 1.69 |
| | jan ach utility bills | WATER | CUSTOMER ACCOUNTS | 11.73 |
| | jan ach a/p & pr | WASTE WATER FUND | ADMIN AND GENERAL | 1.69 |
| | jan ach utility bills | WASTE WATER FUND | CUSTOMER ACCOUNTS | 11.73 |
| | jan ach a/p & pr | ENVIRON SERVICES F | ADMIN AND GENERAL | 1.69 |
| | jan ach utility bills | ENVIRON SERVICES F | CUSTOMER ACCOUNTS | 11.73 |
| | jan ach a/p & pr | ELECTRIC FUND | ADMIN AND GENERAL | 1.69 |
| | jan ach utility bills | ELECTRIC FUND | CUSTOMER ACCOUNTS | 11.71 |
| | | | TOTAL: | 60.40 |
| NICOLLET COUNTY PUBLIC HEALTH | sr ctr prog coord jan | GENERAL FUND | SENIOR COORDINATOR | 2,458.00 |
| | | | TOTAL: | 2,458.00 |
| NICOLLET SOIL & WATER CONSERV. DIST. | 2014 trees | ENVIRON SERVICES F | REFUSE DISPOSAL | 186.25 |
| | | | TOTAL: | 186.25 |
| NORTH AMERICAN SALT COMPANY | road salt | GENERAL FUND | STREETS | 3,974.42 |
| | | | TOTAL: | 3,974.42 |
| NUTTER CLOTHING CO | alterations tom r | RESTRICTED CONTRIB | FIRE | 20.00 |

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|--------------------------------|----------------------------|--------------------|------------------------|----------|
| | | | TOTAL: | 20.00 |
| OFFICEMAX | keystone software printer | GENERAL FUND | PUBLIC WORKS ADMIN | 99.99 |
| | | | TOTAL: | 99.99 |
| ROGER PARRAS | lmc electd officials conf | GENERAL FUND | MAYOR & COUNCIL | 123.47 |
| | | | TOTAL: | 123.47 |
| PEPSI-COLA OF MANKATO INC | vending machine | COMMUNITY CENTER | COMMUNITY CENTER | 489.60 |
| | | | TOTAL: | 489.60 |
| PERMITWORKS, LLC | annual software support | GENERAL FUND | BUILDING INSPECTOR | 1,495.00 |
| | | | TOTAL: | 1,495.00 |
| PET EXPO DIST. | routine aquarium maintnanc | LIBRARY FUND | LIBRARY | 70.76 |
| | | | TOTAL: | 70.76 |
| QUICK MART ST PETER | january fuel | GENERAL FUND | POLICE | 581.28 |
| | january fuel | GENERAL FUND | FIRE | 240.05 |
| | | | TOTAL: | 821.33 |
| QUILL | ink cartridges | GENERAL FUND | CITY CLERK | 65.05 |
| | ink cartridges | GENERAL FUND | FINANCE | 79.82 |
| | ink cartridges | GENERAL FUND | BUILDING INSPECTOR | 65.06 |
| | ink cartridges | GENERAL FUND | STREETS | 66.59 |
| | ink cartridges | GENERAL FUND | PARKS | 53.27 |
| | ink cartridges | WATER | ADMIN AND GENERAL | 26.64 |
| | ink cartridges | WATER | ADMIN AND GENERAL | 19.95 |
| | ink cartridges | WASTE WATER FUND | ADMIN AND GENERAL | 26.64 |
| | ink cartridges | WASTE WATER FUND | ADMIN AND GENERAL | 19.95 |
| | ink cartridges | ENVIRON SERVICES F | ADMIN AND GENERAL | 26.62 |
| | ink cartridges | ENVIRON SERVICES F | ADMIN AND GENERAL | 19.96 |
| | ink cartridges | ELECTRIC FUND | ADMIN AND GENERAL | 66.59 |
| | ink cartridges | ELECTRIC FUND | ADMIN AND GENERAL | 19.95 |
| | | | TOTAL: | 556.09 |
| RDO EQUIPMENT CO. | #607 loader repair | GENERAL FUND | STREETS | 786.40 |
| | | | TOTAL: | 786.40 |
| RED WING SHOE STORE | tom c safety boots | WASTE WATER FUND | ADMIN AND GENERAL | 212.49 |
| | | | TOTAL: | 212.49 |
| RIVER'S EDGE HOSPITAL & CLINIC | drug screens | GENERAL FUND | POLICE | 41.50 |
| | drug screens | GENERAL FUND | FIRE | 70.40 |
| | drug screens | GENERAL FUND | PUBLIC WORKS ADMIN | 58.00 |
| | drug screens | GENERAL FUND | STREETS | 29.00 |
| | drug screens | GENERAL FUND | PARKS | 17.60 |
| | drug screens | WATER | ADMIN AND GENERAL | 117.00 |
| | vaccine | WATER | ADMIN AND GENERAL | 118.80 |
| | drug screens | WASTE WATER FUND | ADMIN AND GENERAL | 29.00 |
| | vaccine | WASTE WATER FUND | ADMIN AND GENERAL | 118.80 |
| | drug screens | STORMWATER FUND | ADMINISTRATION AND GEN | 117.00 |
| | | | TOTAL: | 717.10 |
| RYAN ELECTRIC OF ST PETER | pw bldg ballasts&occupn se | GENERAL FUND | STREETS | 136.22 |
| | pw bldg ballasts&occupn se | GENERAL FUND | PARKS | 108.98 |

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---------------------------------------|----------------------------|--------------------|------------------------|------------|
| | jefferson furnace work | PROPERTY INSURANCE | INSURANCE-UNALLOCATED | 350.00 |
| | brdwy mixer motor reconect | WATER | PURIFICATION AND TREAT | 140.00 |
| | chemical rm heater transfo | WATER | PURIFICATION AND TREAT | 296.08 |
| | sjwp wire new transducer | WATER | PURIFICATION AND TREAT | 105.00 |
| | pw bldg ballasts&occupn se | WATER | ADMIN AND GENERAL | 54.49 |
| | pw bldg ballasts&occupn se | WASTE WATER FUND | ADMIN AND GENERAL | 54.49 |
| | pw bldg ballasts&occupn se | ENVIRON SERVICES F | ADMIN AND GENERAL | 54.48 |
| | pw bldg ballasts&occupn se | ELECTRIC FUND | ADMIN AND GENERAL | 136.22 |
| | | | TOTAL: | 1,435.96 |
| SAM'S CLUB | cups | GENERAL FUND | SENIOR COORDINATOR | 22.45 |
| | cups | GENERAL FUND | SKATING RINKS | 22.45 |
| | cups | COMMUNITY CENTER | COMMUNITY CENTER | 22.44 |
| | | | TOTAL: | 67.34 |
| SELECT ACCOUNT | admin fee | GENERAL FUND | CITY ADMINISTRATION | 7.05 |
| | admin fee | GENERAL FUND | CITY CLERK | 4.39 |
| | admin fee | GENERAL FUND | FINANCE | 11.70 |
| | admin fee | GENERAL FUND | MUNICIPAL BUILDING | 3.07 |
| | admin fee | GENERAL FUND | POLICE | 57.22 |
| | admin fee | GENERAL FUND | BUILDING INSPECTOR | 11.23 |
| | admin fee | GENERAL FUND | COMMUNITY SERVICE | 4.39 |
| | admin fee | GENERAL FUND | PUBLIC WORKS ADMIN | 3.23 |
| | admin fee | GENERAL FUND | STREETS | 5.98 |
| | admin fee | GENERAL FUND | RECREATION/LEISURE SER | 12.67 |
| | admin fee | GENERAL FUND | PARKS | 22.58 |
| | admin fee | GENERAL FUND | ECONOMIC DEVMT | 4.39 |
| | admin fee | LIBRARY FUND | LIBRARY | 5.51 |
| | admin fee | COMMUNITY CENTER | COMMUNITY CENTER | 6.60 |
| | admin fee | WATER | DISTRIBUTION AND STORA | 10.79 |
| | admin fee | WATER | ADMIN AND GENERAL | 3.98 |
| | admin fee | WATER | CUSTOMER ACCOUNTS | 0.88 |
| | admin fee | WASTE WATER FUND | SOURCE/TREATMENT | 6.39 |
| | admin fee | WASTE WATER FUND | ADMIN AND GENERAL | 4.46 |
| | admin fee | WASTE WATER FUND | CUSTOMER ACCOUNTS | 0.91 |
| | admin fee | ENVIRON SERVICES F | REFUSE DISPOSAL | 8.79 |
| | admin fee | ENVIRON SERVICES F | ADMIN AND GENERAL | 1.77 |
| | admin fee | ENVIRON SERVICES F | CUSTOMER ACCOUNTS | 0.91 |
| | admin fee | ELECTRIC FUND | POWER DISTRIBUTION | 13.18 |
| | admin fee | ELECTRIC FUND | ADMIN AND GENERAL | 15.93 |
| | admin fee | ELECTRIC FUND | CUSTOMER ACCOUNTS | 5.30 |
| | admin fee | STORMWATER FUND | COLLECTIONS/LIFT STATI | 3.28 |
| | admin fee | STORMWATER FUND | ADMINISTRATION AND GEN | 9.11 |
| | admin fee | STORMWATER FUND | CUSTOMER ACCOUNTS | 0.91 |
| | admin fee | HEARTLAND TRANSIT | TRANSIT/TRANSPORTATION | 8.71 |
| | | | TOTAL: | 255.31 |
| SOUTHERN MN MUNICIPAL POWER AGENCY | jan purchased power | ELECTRIC FUND | POWER SUPPLY | 610,620.51 |
| | | | TOTAL: | 610,620.51 |
| ST PETER COMMUNITY & FAMILY EDUCATION | 1/2 2014 winter brochure p | GENERAL FUND | RECREATION/LEISURE SER | 1,096.36 |
| | | | TOTAL: | 1,096.36 |
| ST PETER HERALD | bus drivers new hire ad | HEARTLAND TRANSIT | TRANSIT/TRANSPORTATION | 63.20 |
| | | | TOTAL: | 63.20 |

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|------------------------|---------------------------|------------------|------------------------|-----------|
| STAPLES ADVANTAGE | office supplies | GENERAL FUND | CITY ADMINISTRATION | 171.06 |
| | binders | GENERAL FUND | CITY ADMINISTRATION | 113.34 |
| | office supplies | GENERAL FUND | CITY CLERK | 171.06 |
| | office supplies | GENERAL FUND | FINANCE | 114.04 |
| | office supplies | GENERAL FUND | POLICE | 91.23 |
| | office supplies | GENERAL FUND | BUILDING INSPECTOR | 45.62 |
| | office supplies | GENERAL FUND | PUBLIC WORKS ADMIN | 22.81 |
| | office supplies | GENERAL FUND | RECREATION/LEISURE SER | 52.93 |
| | office supplies | GENERAL FUND | ECONOMIC DEVMT | 11.40 |
| | binders | GENERAL FUND | ECONOMIC DEVMT | 39.96 |
| | office supplies | WATER | ADMIN AND GENERAL | 102.64 |
| | office supplies | WASTE WATER FUND | ADMIN AND GENERAL | 102.64 |
| | office supplies | ELECTRIC FUND | ADMIN AND GENERAL | 307.91 |
| | | TOTAL: | | 1,346.64 |
| | STREICHER'S | gloves | GENERAL FUND | POLICE |
| flashlight holder | | GENERAL FUND | POLICE | 13.99 |
| trousers | | GENERAL FUND | POLICE | 75.98 |
| shirt,flag | | GENERAL FUND | POLICE | 44.24 |
| | TOTAL: | | 191.19 | |
| VERIZON WIRELESS | phone svc 1/2-2/1/14 | GENERAL FUND | POLICE | 254.00 |
| | water jet pack 1/2-2/1/14 | WATER | ADMIN AND GENERAL | 35.01 |
| | | TOTAL: | | 289.01 |
| CHRIS VOELTZ | cell phone reimbursement | WATER | ADMIN AND GENERAL | 40.56 |
| | | TOTAL: | | 40.56 |
| VON ESSEN TOWING | parks toolcat mount tires | GENERAL FUND | PARKS | 66.00 |
| | parks toolcat towing | GENERAL FUND | PARKS | 65.00 |
| | | TOTAL: | | 131.00 |
| VOSS LIGHTING | lights | COMMUNITY CENTER | COMMUNITY CENTER | 479.20 |
| | | TOTAL: | | 479.20 |
| VWR INTERNATIONAL | wipes&beakers | WASTE WATER FUND | SOURCE/TREATMENT | 231.73 |
| | kimwipes | WASTE WATER FUND | SOURCE/TREATMENT | 18.36 |
| | | TOTAL: | | 250.09 |
| WESCO DISTRIBUTION INC | #770 30' poles ss black | ELECTRIC FUND | NON-DEPARTMENTAL | 38,868.00 |
| | | TOTAL: | | 38,868.00 |

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|-------------------------|---------------------------|------------|------------|--------|
| ===== FUND TOTALS ===== | | | | |
| 101 | GENERAL FUND | 37,700.88 | | |
| 201 | PROPERTY INSURANCE | 1,615.61 | | |
| 211 | LIBRARY FUND | 590.96 | | |
| 213 | PUBLIC ACCESS | 13.76 | | |
| 217 | COMMUNITY CENTER | 4,733.64 | | |
| 240 | TORNADO DISASTER REV LOAN | 181.25 | | |
| 393 | 2004 SUBDIVISIONS - PIR | 1,319.00 | | |
| 401 | PERM IMPROVMENT REVOLVING | 30,552.20 | | |
| 601 | WATER | 42,099.82 | | |
| 602 | WASTE WATER FUND | 80,169.85 | | |
| 603 | ENVIRON SERVICES FUND | 13,033.89 | | |
| 604 | ELECTRIC FUND | 713,479.66 | | |
| 606 | STORMWATER FUND | 10,768.97 | | |
| 610 | HEARTLAND TRANSIT | 563.96 | | |
| 820 | RESTRICTED CONTRIBUTIONS | 172.89 | | |
| ----- | | | | |
| | GRAND TOTAL: | 936,996.34 | | |
| ----- | | | | |

TOTAL PAGES: 12

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|------------------------------|----------------------------|--------------------|------------------------|-----------------|
| HACH COMPANY | rgt set | WATER | PURIFICATION AND TREAT | <u>72.79</u> |
| | | | TOTAL: | 72.79 |
| METRO FIRE | 1.5" nozzle | GENERAL FUND | STREETS | 516.24 |
| | 1.5" nozzle | GENERAL FUND | STREETS | <u>536.17</u> |
| | | | TOTAL: | 1,052.41 |
| RYAN ELECTRIC OF ST PETER | pd new fixtures | GENERAL FUND | MUNICIPAL BUILDING | 2,199.00 |
| | pd occupancy sensor instal | GENERAL FUND | MUNICIPAL BUILDING | 499.00 |
| | fuses,ballast,labor | WASTE WATER FUND | BIOSOLIDS | 593.26 |
| | sls change ballast | WASTE WATER FUND | COLLECTOR/LIFT STAT | 92.32 |
| | nls unhook pump#2 | WASTE WATER FUND | COLLECTOR/LIFT STAT | 70.00 |
| | pressure switch&watr htr l | WASTE WATER FUND | SOURCE/TREATMENT | 70.00 |
| | ballast labor | WASTE WATER FUND | SOURCE/TREATMENT | 93.67 |
| | replace backwash transduce | WASTE WATER FUND | SOURCE/TREATMENT | <u>70.00</u> |
| | | | TOTAL: | 3,687.25 |
| ST PETER WELL DRILLING, INC. | 1420 n 3rd seal well | WATER | SOURCE OF SUPPLY | <u>796.00</u> |
| | | | TOTAL: | 796.00 |
| STANDARD & POOR'S | 2013c bond rating | PERM IMPROVMENT RE | STREETS | <u>7,275.00</u> |
| | | | TOTAL: | 7,275.00 |

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===== FUND TOTALS =====
101 GENERAL FUND                3,750.41
401 PERM IMPROVMENT REVOLVING    7,275.00
601 WATER                        868.79
602 WASTE WATER FUND            989.25
-----
GRAND TOTAL:                    12,883.45
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TOTAL PAGES: 1

COUNCIL BILL LIST TOTAL
FOR 12/27/13 & 2/24/14

FUND TOTALS

| | | |
|-----|----------------------------|------------|
| 101 | GENERAL FUND | 41,451.29 |
| 201 | PROPERTY INSURANCE | 1,615.61 |
| 211 | LIBRARY FUND | 590.96 |
| 213 | PUBLIC ACCESS | 13.76 |
| 217 | COMMUNITY CENTER | 4,733.64 |
| 240 | FIREMANS RELIEF | 181.25 |
| 393 | 2004 SUBDIVISIONS - PIR | 1,319.00 |
| 401 | PERM IMPROVEMENT REVOLVING | 37,827.20 |
| 601 | WATER | 42,968.61 |
| 602 | WASTE WATER FUND | 81,159.10 |
| 603 | ENVIRON SERVICES FUND | 13,033.89 |
| 604 | ELECTRIC FUND | 713,479.66 |
| 606 | STORMWATER FUND | 10,768.97 |
| 610 | HEARTLAND TRANSIT | 563.96 |
| 820 | RESTRICTED CONTRIBUTIONS | 172.89 |

GRAND TOTAL: \$ 949,879.79

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2014 –

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

RESOLUTION APPROVING CONSENT AGENDA

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

1. The following license renewals are hereby approved subject to compliance with City Code regulations and payment of the license fees:

Temporary On Sale Liquor

Nicollet County Pheasants Forever 400 Union Street 4/12/14

LG220 Application for Exempt Permit

Nicollet County Pheasants Forever 400 Union Street 4/12/14

Temporary Soft Drink

Nicollet County Pheasants Forever 400 Union Street 4/12/14

2. The following advisory board appointments are hereby approved for the terms indicated:

CIVIL SERVICE COMMISSION

Ken Eichmann (2014-2016)

ECONOMIC DEVELOPMENT AUTHORITY

Corey Abels (2010-2015)

HUMAN RIGHTS COMMISSION

Jill Niebuhr (2014-2016)

TOURISM AND VISITORS BUREAU

Bob Sandeen (2012-2014)

3. Councilmember Grams is hereby designated as the City's representative to the Benedictine Health Systems (BHS) Board of Directors for the nursing home in Saint Peter.

4. The following employee appointments are hereby approved at the wages indicated:

| <u>NAME</u> | <u>POSITION</u> | <u>WAGE RATE</u> |
|--------------------|------------------------|-------------------------|
| Todd Fisher | Bus Driver | \$14.72/hour |
| Amber Bartlett | PT Bus Driver | \$13.52/hour |
| Regis Fritsch | PT Bus Driver | \$13.52/hour |

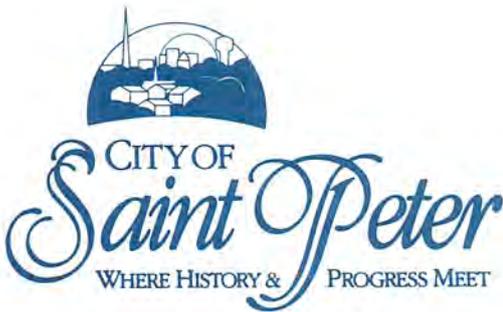
5. The schedule of disbursements for February 6, 2014 through February 19, 2014 is hereby approved.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota this 24th day of February, 2014.

Timothy Strand
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Todd Prafke
City Administrator

DATE: 02/19/14

FROM: Russ Wille
Community Development Director

RE: Revolving Loan Modification: Beaudry Creative, Inc.

ACTION/RECOMMENDATION

Adopt the attached resolution extending the date of the Beaudry Creative, Inc. balloon payment by twenty-four (24) months to February 1, 2016.

BACKGROUND

In 2007, the City Council approved a \$50,000 revolving loan to Beaudry Creative, Inc. to partially finance the acquisition of the Envision, Design that Works business, equipment, furnishings and client roster.

The note was scheduled to be paid in full via balloon payment on February 1, 2012. At that time, Beaudry Creative was unable to retire the note as due. Subsequently, the EDA recommended, and the City Council granted, a 24 month extension of the balloon payment due date. The note was once again due to be retired via balloon payment on February 1, 2014. The balance due as of first of February is \$18,149.46.

During the recent economic down turn, many Envision clients pulled back on their business promotions and advertising expenditures. As a result, Envision's revenue was not meeting the projections in the 2007 business plan resulting in the inability to honor the 2012 balloon payment.

Envision's experience is not unique within the advertising and marketing industry. According to an article in the January 19, 2014 Minneapolis Tribune, "Nearly all agencies have suffered during the Great Recession as clients closed their checkbooks and cut back on marketing and advertising". The article goes on to quote Marcus Lynch, President of Carmichael – Lynch as saying, "In any recession, advertising is the first to go and the last to come back".

While the economy has begun to slowly rebound, Envision revenues continue to lag behind the initial projections. While the company remains profitable, the ownership has been required to continually reinvest in the company to maintain state-of-the-art software and computer systems.

Liz Beaudry has requested that the City grant her a second 24 month extension of her scheduled balloon payment. Payment of the \$18,149.46 balance would create significant cash

flow burdens and hinder the ability to finance the continual business improvements necessary to maintain market share.

Ms Beaudry has sought additional bank financing to allow for repayment of the EDA loan as due. Hometown Bank, the primary project lender, has provided correspondence indicating that they are unable to extend additional credit or otherwise refinance their Beaudry Creating, Inc. debt at this time.

The payments on the Beaudry Creative, Inc. note have been provided each month as due per the terms of the promissory note. The loan history indicates that there have been no late payments or partial payments submitted. The repayment history can be described as perfect.

In the absence of the ability to retire the debt via balloon payment or refinance the debt with the primary lender, the EDA has recommended extending the balloon payment date to February 1, 2016.

The EDA also considered lowering the interest rate of the Beaudry note to reflect the diminished balance of the note and perfect repayment history. After discussion amongst the EDA members, the final recommendation was to maintain the existing interest rate at 5%. It was also recommended by the EDA that all other terms, conditions and collateralization of the loan remain unchanged.

FISCAL IMPACT:

The due date of the balloon payment would be extended an additional 24 months. The \$530.33 monthly payments would continue via automatic withdraws and the note would continue to bear interest at a rate of 5%.

Assuming that the payment due over the next 24 months would be received as due, the balance of the note on February 1, 2016 would be expected to be \$6,697.30.

ALTERNATIVES/VARIATIONS:

Do not act: The note will remain immediately due and payable.

Negative Vote: The note will remain immediately due and payable.

Modification of the Resolution: This is always an option of the Council.

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

RW

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2014 -

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

**RESOLUTION MODIFYING THE TERMS OF A REVOLVING LOAN PREVIOUSLY
PROVIDED TO BEAUDRY CREATIVE, INC. (ENVISION, DESIGN THAT WORKS)**

WHEREAS, the Economic Development Authority (EDA) administers the Revolving Loan Fund;
and

WHEREAS, the EDA was granted power to administer the loan program and to make
recommendations to the City Council for disbursement of new loans; and

WHEREAS, guidelines have been established which govern and determine the criteria of the
revolving loan program; and

WHEREAS, in 2007 the City of Saint Peter provided a \$50,000 loan to Beaudry Creative, Inc. to
partially finance the acquisition of the Envision, Design That Works business, assets,
equipment, furnishings and client roster; and

WHEREAS, the note was originally due and payable via balloon payment on February 1, 2012;
and

WHEREAS, given Beaudry Creative's inability to honor the balloon payment or otherwise
refinance the debt with their primary lender, the City Council extended the balloon payment date
to February 1, 2014; and

WHEREAS, loan payments had been made by the Beaudry Creative, Inc. on a regular basis
and the outstanding balance of the loan is \$18,149.46 as of receipt of the January 1, 2014
payment; and

WHEREAS, repayment of the note was due on February 1, 2014 via balloon payment at the
conclusion of the twenty-four month extension of the note; and

WHEREAS, Beaudry Creative, Inc. has unsuccessfully attempted to conventionally refinancing
the note; and

WHEREAS, repayment of the note at this time would create significant financial hardship; and

WHEREAS, Beaudry Creative, Inc. has requested that the City provide a second extension of
the due date of the balloon payment; and

WHEREAS, Beaudry Creative, Inc. would continue to make monthly payments on the note
during the extension; and

WHEREAS, the EDA has considered the requested modification and has recommended that the
City Council grant the extension as requested by Beaudry Creative.

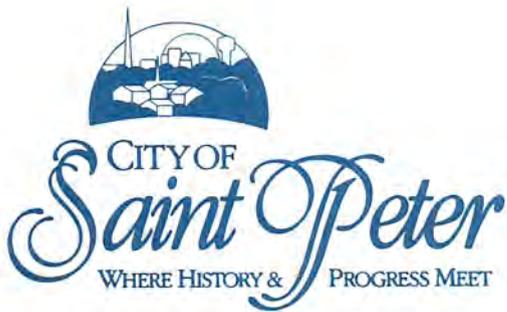
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: the terms of the revolving loan previously provided to Beaudry Creative, Inc. (d.b.a. Envision, Design That Works) are hereby amended to extend the date of balloon payment by an additional twenty-four months as requested.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 24th day of February, 2014.

Timothy Strand
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Honorable Mayor Strand
Members of the City Council

DATE: 2/18/2014

FROM: Todd Prafke
City Administrator

RE: Request For City Assistance

ACTION/RECOMMENDATION

Provide authorization for City assistance associated with the St. Patrick's Day parade.

BACKGROUND

The Saint Peter Ambassadors have requested City assistance for the annual St. Patrick's Day parade on Monday, March 17, 2014. The requested assistance includes:

- Traffic control along the parade route from approximately 5:00 p.m. until the parade has ended. The parade time has been moved back to 5:30 p.m. from the previous start time of 3:30 p.m.
- Use of South Third Street from one block north of Broadway Avenue for parade line-up and then south to Mulberry Street for the parade itself.
- City staff putting up "No Parking" signs on South Third Street from Broadway Avenue to Mulberry Street.

As is our practice for community events such as this, staff has requested from the Ambassador's a certificate of insurance naming the City as an additional insured in the amount of \$1,500,000 per occurrence. This is the amount of the City's Statutory tort liability. The certificate has been provided.

FISCAL IMPACT:

The fiscal impact for approval of this request would be minimal. Police Reserves will be used to supplement licensed Officers providing traffic control.

ALTERNATIVES/VARIATIONS:

Do Not Act: No further action will be taken without additional direction from the Council.

Denial: No further action will be taken without additional direction from the Council. The Ambassadors will be notified of the Council's decision.

Modification of the Resolution: This is always an option of the Council.

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

TP/bal

ST. PETER AMBASSADORS, INC.
P. O. BOX 301
ST. PETER, MN 56082

February 4, 2014



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

Re: St. Patrick's Day Parade

Dear Todd:

The St. Peter Ambassadors would, again, request the assistance of, and permission of, the City of St. Peter to hold the annual St. Patrick's Day Parade on March 17, 2014, at 5:30 p.m. The lineup would be scheduled to start at 5 p.m. at the corner of Third and Broadway, with the parade proceeding down Third Street to Mulberry Street at that time. If the City could possibly assist us, again, in providing "no parking" signs on Third Street from Third and Broadway to Mulberry for that afternoon, we would greatly appreciate it.

Should you need anything further, please feel free to contact me. I, again, wish to thank your office and that of the Police Department and the City Council for their past cooperation in making this an appropriate family event.

ST. PETER AMBASSADORS PARADE COMMITTEE

Michael K. Riley, Sr. 

John Mayer

Joe Kienlen

Dan Welp

Greg Borchert

Chad DeBlicke

Mike Volk

Arlo Lehtinen

Matt Brostrom

Mike Bresnahan

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2014 -

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

RESOLUTION AUTHORIZING CITY ASSISTANCE FOR ST. PATRICK'S DAY PARADE

WHEREAS, a request has been submitted by the St. Peter Ambassadors, Inc., requesting City assistance for the St. Patrick's Day parade on March 17, 2014; and

WHEREAS, the St. Patrick's Day parade is an event that provides entertainment for community members and brings others the community; and

WHEREAS, the City has assisted the St. Patrick's Day parade organizers in past years; and

WHEREAS, the St. Patrick's Day parade continues to be a successful event in the community.

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

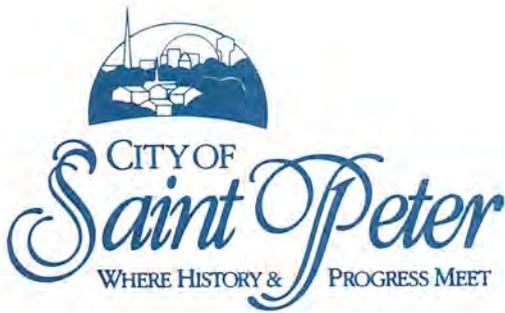
1. The City will provide assistance to the Saint Peter Ambassadors, Inc. for the St. Patrick's Day parade contingent upon receipt of a certificate of insurance naming the City as an additional insured in the amount of not less than \$1,500,000 per occurrence.
2. The authorized assistance shall include the following:
 - Police Officers and Police Reserves will assist with traffic control.
 - Traffic control will be provided from approximately 5:00 p.m., on March 17th until the parade has ended.
 - "NO PARKING" designations shall be provided for the following areas on March 17th:
 - Along the parade staging area along North Third Street from Broadway Avenue to West Madison Street.
 - Along the parade route from West Broadway Avenue to West Mulberry Street from 12:00 noon until the conclusion of the parade.
 - The Public Works Department will provide traffic direction cones and "No Parking" signs as needed.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 24th day of February, 2014.

Timothy Strand
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Todd Prafke
City Administrator

DATE: February 19, 2014

FROM: Lewis Giesking
Director of Public Works

RE: Mower Replacement

ACTION/RECOMMENDATION

Approve the purchase of a 2013 HUSTLER 3700 Tractor AWD, 72" front-mounted mower and broom from Bobcat of Mankato for a total sum of \$35,220.00. Declare the 1999 Toro Mower (Unit 19A) as surplus and authorize staff to dispose of the mower through the Minnesota Department of Administration online auction.

BACKGROUND

The City owns and operates two Toro self-propelled mowers with six foot (6') mower decks and brooms. These mowers have been workhorses in the City's fleet of equipment; both for mowing in the summer and for snow removal in the winter. Over the years, Toro has been the preeminent supplier of these types of mowers for the industry. In recent years other manufacturers began supplying equipment that is both high quality and has diverse applications which compete with Toro. Toro has since stopped manufacturing this line of smaller commercial self-propelled mowers.

The City is responsible for mowing over 60 acres of park land and snow removal on over 115 lane miles of public sidewalks and trails. This work load will continue to grow as the City adds sidewalk, trails and park land. The Parks Section of the Public Works Department currently uses the following pieces of equipment for mowing and snow removal:

PURCHASE

| <u>DATE</u> | <u>ITEM</u> | <u>FEATURES</u> |
|-------------|-----------------------------|---|
| 1999 | (1) Toro19A 300 series | 6' mowing deck, 5' broom for snow removal |
| 2005 | (1) Toro 580D | 16' mowing deck, 8' broom for snow removal |
| 2008 | (1) Bobcat tool carrier | broom, snow blower |
| 2008 | (1) Ferris zero turn | 72" mower |
| 2010 | (1) Bobcat tool carrier | broom, snow blower, mower deck for rough mowing |
| 2010 | (1) 1 ton pickup and sander | |
| 2011 | (1) 3/4 ton pickup | reversible snowplow |
| 2011 | (1) Toro 3280 | 6' mower deck, snow blower |

With this equipment, the five member Parks crew struggles to keep up with the demands in the peak of the mowing season. Likewise, in the winter it is difficult to clean all of the sidewalks and

trails which are City responsibility within 24 hours after a snowstorm as required in the City Code. Often the crew is unable to meet the deadline, particularly when there are strong winds and/or a heavy snowfall. To meet the demands, it is imperative to have high quality equipment that requires low maintenance and is very efficient.

The Toro19A 300 series mower was purchased in 1999 and has 6,907 hours of operation. The mower has a history of major repairs as follows:

- June 2002 - engine overhaul at a cost of \$2,200
- October 2005 - replaced transmission assembly at a cost of \$4,087
- May 2007 - driveshaft and clutch assembly at a cost of \$2,500
- July 2007 - replaced axle assembly and U joint at a cost of \$2,116

The total cost of major repairs on this equipment has been \$10,903. This does not include the latest repairs done in early January with the replacement of the alternator and the left and right front wheel bearings. The rear axle is in such bad shape that the rear tires are wearing excessively and the estimated cost for this repair is \$1,500. The mower has served the City well considering it has accumulated an average of 460 hours of use per year. (Typically, a piece of equipment is considered to be heavily used if it is accumulating 400 hours of use per year.) Therefore, staff is proposing to replace the Toro19A 300 series mower.

The goal is to purchase a mower comparable to the 300 series Toro. The mower needs to have a tight turning radius which will allow for close mowing around trees and shrubs, mowing close to and following planter and playground borders, and mowing along curbs without dumping grass into the gutter. It is also desired to have a well built piece of equipment, providing for a long life and set up for minimal maintenance.

The two like options available through the State bid system include a Hustler 3700 and Jacobson 600.

The crew used a Hustler demonstration unit last summer and found that it is comparable to Toro 300 series mowers. The unit is well-built and does have features that improve maintenance such as a deck that flips up 90° while attached to the drive unit for mower maintenance. Currently the crew has to remove the deck, or block it up and use a creeper to get under the mower deck to service the mower. This is a safety hazard.

The unit is available through the State bid system at a cost of \$38,220. Bobcat of Mankato is the local dealer for this brand of equipment. They currently have a demonstration unit with 49 hours of use available on a first-come first-served basis for a \$3,000 reduction in cost.

Hustler 3700 demo tractor, includes

- 72" front mounted mower deck with mulching kit
- 60" rotary broom
- Rear-mount weight kit for balancing front equipment
- The tractor has a factory installed cab with heater and air conditioning
- Two year all parts and labor warranty

The second comparable mower on the State bid system is a Jacobson 600 Series, but it has 10 less horse power, no air conditioning, and no radio for a price of \$35,220.

If a replacement unit is purchased, staff would recommend the existing Toro Unit 19A 300 series be declared surplus and offered for public sale through the Minnesota Department of Administration online auction. It is estimated the sale value of the used unit will be in the range of \$1,000-\$2,000.

FISCAL IMPACT:

Funding in the amount of \$38,000 was included in the 2014 Equipment Certificate.

ALTERNATIVES/VARIATIONS:

Do not act: Staff will not proceed with the purchase of the new Hustler 3700 demo unit.

Negative Votes: Staff will await further direction regarding the purchase of a replacement mower.

Modification of the Resolution: This is always an option of the City Council.

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

LGG/amg

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2014 -

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

**RESOLUTION AUTHORIZING 2014 EQUIPMENT CERTIFICATE PURCHASE: HUSTLER
3700 TRACTOR**

WHEREAS, the City currently has two Toro self-propelled mowers with six-foot (6') mower decks and brooms; and

WHEREAS, the Toro 19A series mower was purchased in 1999 and has 6,907 hours of operation and a history of repairs; and

WHEREAS, the City is responsible for over 60 acres of park land and snow removal on over 115 lane miles of public sidewalk and trails and the workload continues to grow; and

WHEREAS, the demands in the peak of the mowing and snow season have proven that keeping updated equipment is key; and

WHEREAS, a new Hustler 3700 tractor has a 72" front-mounted mower and broom for a better turning radius, which will allow for close mowing around trees and shrubs; and

WHEREAS, the City confirmed State bid numbers for the two comparable mowers; and

WHEREAS, Bobcat of Mankato will offer a cost reduction of \$3,000 on a demonstration unit Hustler 3700 Series Tractor for a total cost of \$35,220; and

WHEREAS, City staff has evaluated the comparable two mowers; and

WHEREAS, the City has had good experience and good service from Bobcat of Mankato with other purchases in the past and recommends purchase of the demonstration unit Hustler 3700 Series tractor.

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

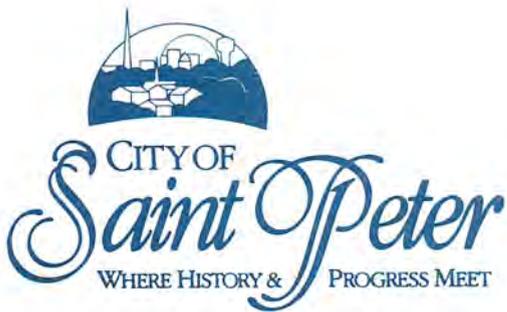
1. Staff is authorized to proceed with purchase of a 2013 demo unit Hustler 3700 Tractor AWD from Bobcat of Mankato, for a net price of \$35,220.
2. The purchase of the Hustler mower will be funded by the 2014 Equipment Certificate.
3. The existing Toro 19A mower is hereby declared as surplus property for which the City no longer has a need and staff is directed to offer the mower for public sale through the State of Minnesota Department of Administration online auction site.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 24th day of February, 2014.

Timothy Strand
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Honorable Mayor Strand
Members of the City Council

DATE: 2/20/14

FROM: Todd Prafke Lewis Giesking
City Administrator Director of Public Works

RE: Proposed Purchase of Electric All-Terrain Vehicle

ACTION/RECOMMENDATION

Authorize the purchase of a Polaris Ranger EV (electric) all-terrain vehicle from Vetter Sales of Kasota, MN in the amount of \$10,631.94.

BACKGROUND

In 2001, the Ambassadors initiated a program of installing flower baskets throughout the downtown area with approximately 80 flower baskets being installed each summer. The City's involvement in the purchase, installation, and maintenance of the flower baskets has varied over the years; however in 2014 the City will be responsible for the entire program. Arrangements are currently being made for planting the baskets in a greenhouse to prepare for outdoor installation in late May.

As part of the program initiation in 2001, the Ambassadors donated a small Snapper all-terrain vehicle with a water tank for flower watering. Watering is normally done once a day, but on especially hot days the watering occurs twice. The vehicle has been an efficient way to access the ten foot (10') high flower baskets from the sidewalk using a long nozzle.

The vehicle is also used during community events sponsored by the Chamber with operation of the vehicles by both volunteers and City staff. The maintenance of the vehicle has been completed and funded by the City.

In preparation for the coming summer season, the City's Mechanic inspected the flower watering vehicle and discovered that the wheels on the axles are badly worn, there are no bearings, and there are no replacement parts. This Snapper vehicle is gas powered and has already had the engine and the transmission replaced in previous years. The wear parts on the vehicle are in poor condition and there is concern about whether the engine will last another season which led to the decision to start researching a replacement vehicle.

One year ago, the City purchased two electric all-terrain vehicles which are used for park maintenance, weed control, and general maintenance activities. They are also used by the Recreation and Leisure Services Department for special events. The vehicles are very reliable and, with an overnight electric charge, are effective in providing service for a nine hour day. The Units have proven to be a dependable means of transportation at a reduced cost.

Should the Snapper vehicle be replaced with an electric all-terrain vehicle, the City already has a small storage shed with an electric outlet at City Hall that can be used for storing and charging the new vehicle. Staff recommends purchase of another electric all-terrain vehicle for watering the flower baskets to replace the existing vehicle. This would be an unbudgeted purchase.

FISCAL IMPACT:

The funding could come from a number of different sources including the 2014 Equipment Certificate, General Fund Reserves, and/or Environmental Fund Reserves. Staff recommends the purchase be funded by the equipment certificate.

The Council has already authorized purchase of three major items funded by the 2014 Equipment Certificate and so far we are under budget by a total of approximately \$19,200 as shown on the following table:

| <u>APPROVED BUDGET</u> | <u>ACTUAL PURCHASE PRICE</u> |
|---|--------------------------------|
| \$57,000 - TRT Armored vehicle | \$55,712 |
| \$200,000 - Street equipment | \$185,829 |
| \$38,000 - Replace 1999 72" Toro mower | \$35,220 |
| \$30,000 - Squad car | Still in process |
| \$26,000 - Turn out gear | Still in process/Grant funding |
| \$29,250 – Mechanic's service truck w/winch | Still in process |
| \$14,000 – Transit Bus | Still in process |

Any purchase funded by the 2014 Equipment Certificate must be acted upon by the City Council. It is recommended that a Polaris EV Ranger with a roll-bar, canopy, and windshield in the amount of \$10,631.94. The water tank and pump from the Snapper vehicle could be fitted to the new vehicle for a few hundred dollars. The vehicle would have a one year parts and labor warranty.

ALTERNATIVES/VARIATIONS:

Do not act: Staff will not proceed with the purchase of the new Polaris EV Ranger.

Negative Votes: Staff will await further direction regarding the replacement of the existing unit.

Modification of the Resolution: This is always an option of the City Council.

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

TP/LGG/amg

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2014 -

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

**RESOLUTION AUTHORIZING UNBUDGETED PURCHASE OF ELECTRIC ALL-TERRAIN
VEHICLE FOR DOWNTOWN FLOWER WATERING PROGRAM TO BE FUNDED BY 2014
EQUIPMENT CERTIFICATE**

WHEREAS, in 2001 the Ambassadors initiated a program of installing approximately 98 flower baskets throughout the downtown area; and

WHEREAS, an all-terrain Snapper vehicle with a water tank is used for flower watering on City streets; and

WHEREAS, the axles of the Snapper are badly worn and there are no replacement parts for this particular all-terrain vehicle; and

WHEREAS, staff recommends the Snapper be replaced with an electric all-terrain vehicle; and

WHEREAS, the City already has a small storage shed with an electric outlet located at City Hall that can be used for storing and charging a new vehicle; and

WHEREAS, the proposed purchase of a replacement for the Snapper vehicle is an unbudgeted item; and

WHEREAS, three items funded by the 2014 Equipment Certificate were under budget by approximately \$19,200 which could be used for the unbudgeted purchase; and

WHEREAS, Vetter Sales of Kasota, Minnesota can provide service for Polaris all-terrain vehicles; and

WHEREAS, the City has had good experience and good service from Vetter Sales with other purchases in the past.

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

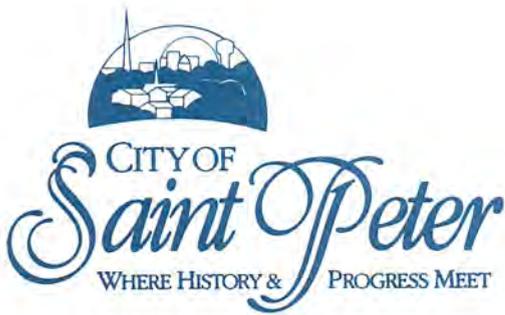
1. Authorizes staff to proceed with purchase of a Polaris EV Ranger with a roll-bar, canopy, windshield, and one year warranty for labor and parts in the amount of \$10,631.94.
2. The unbudgeted purchase shall be funded by the 2014 Equipment Certificate.
3. The existing Snapper vehicle shall be offered for return to the St. Peter Ambassador's.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 24th day of February, 2014.

Timothy Strand
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Todd Prafke
City Administrator

DATE: February 20, 2014

FROM: Lewis Giesking
Director of Public Works

RE: MnDOT Cooperative Agreement Highway 169

ACTION/RECOMMENDATION

Approve execution of a cooperative construction agreement with the Minnesota Department of Transportation for Highway 169 project number S. P. 5209-66.

BACKGROUND

The State of Minnesota Department of Transportation (MnDOT) has proposed a project to reconstruct Highway 169 north of the Saint Peter to raise the southbound lanes reducing the flooding hazard and installing certain safety improvements for highway access at three of the City street intersections to the highway. This proposed work is planned to be completed during the 2014 construction season.

The highway access for Ritt Street will be eliminated and the highway access for Dranttel Street and Old Minnesota Avenue will be limited to right-in, right-out only. The MnDOT project will include construction and reconstruction of sidewalks, replacement of existing lighting and the addition of new lighting and reconstruction of the street accesses to the highway in the area. The new street lighting will meet the City standard (look like and match) for street lights on the highway in commercial districts. Three-fourths of a block of St. Julien Street adjacent to the highway will be reconstructed as a part of this project.

This project work will be funded by MnDOT. The plans are in the final stages of approval by MnDOT in preparation for the receipt of bids. The City has been working closely with MnDOT in the preparation of plans for improvements as they relate to highway safety, street access, construction sequence and impact on businesses in the area. Several meetings, including public information meetings, have been held with area businesses and property owners to receive comments which have resulted in adjustments in the development of the project. Bids will be received for this portion of the project on April 11, 2014.

The City's portion of the project, to be funded by the City, has been separated from the above work and will be bid and construct concurrently. This is a slight change from the original plan as Federal funding rules have required this change. We do expect to continue to receive the benefit of the volume purchase opportunity we discussed previously by bidding concurrently. MnDOT agrees with that position. The City's share of the work will include the construction of a roundabout located at the intersection of Old Minnesota Avenue and St. Julien Street, reconstruction of water and sewer utilities under the intersection and under the intersection of Union Street and Old Minnesota Avenue, reconstruction of the intersection of Old Minnesota

Avenue and Union Street, replacement of a portion of the interceptor sewer from St. Julien Street to Union Street, and construction of storm sewer related to the St. Julien – Old Minnesota construction and storm sewer adjacent to Highway 169. The electric utility will replace lighting on Old Minnesota Avenue with streetlights meeting the highway commercial area standard. Bids for this portion of the project will be received on April 18, 2014.

For the project to proceed, MnDOT requires a cooperative construction agreement be executed by the City. A copy of the proposed agreement is enclosed. This agreement establishes the relationship between the City and MnDOT for the construction of the proposed project and is similar to agreements the City has had with MnDOT for the Downtown 169 Project, the Highway 22 South Bridge Project and for the Washington Avenue intersection with Highway 169 Project. In addition to maintaining a construction relationship, the City will be agreeing to maintain and repair certain components of the project upon completion of the construction including:

- The reconstructed portions of St. Julien Street, located on City right-of-way, adjacent to Highway 169
- Sidewalks constructed on the MnDOT Highway 169 right-of-way
- Streetlights located on MnDOT Highway 169 right-of-way from the intersection with Union Street to the intersection with Old Minnesota Avenue.

The City will also be providing the electric energy to power the streetlights located on the Highway 169 right of way.

Additionally, as with the 2009 Downtown Highway 169 Project, MnDOT and City staff will be gearing up to provide additional signage and business information to assist those businesses impacted by the work. This will be an appropriately scaled version as the number of businesses impacted is much smaller. The Chamber has been involved in this planning as well.

FISCAL IMPACT:

The City will be funding utility improvements in the City portion of the project from the appropriate utility fund. The street work in the City portion of the project will be funded by a bond to be repaid using Municipal State Aid funds. This bond has already been issued. Repair and maintenance of streetlights being installed by MnDOT on their right-of-way will be funded using electric utility funds. This is customary and has been done on other similar projects. The maintenance and repair of reconstructed St. Julien Street and sidewalks located on MnDOT right-of-way will be funded using Municipal State Aid funds.

ALTERNATIVES/VARIATIONS:

Do not act: City Staff will be seeking City Council direction. The agreement must be in place by the end of February for the project to proceed. MnDOT does have an alternate process they will pursue if agreement is not reached.

Negative vote: The project will not proceed. MnDOT does have an alternate process they will pursue if agreement is not reached.

Modification of the Resolution: This is always an option of the City Council.

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

LGG/amg



CITY PORTION OF THE PROJECT

ST. JULIEN STREET

PROJECT LOCATIONS

OLD MINNESOTA AVENUE

T.H. 169

UNION STREET

BOLTON & MENK, INC.
 Consulting Engineers & Surveyors
 MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN BURNSVILLE, MN WILLMAR, MN
 CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN ROCHESTER, MN
 AMES, IA SPENCER, IA DES MOINES, IA FARGO, ND

CITY OF SAINT PETER, MINNESOTA
 2014 Old Minnesota Avenue & St. Julien Street Roundabout
 City Portion of the Project

FEBRUARY, 2014

Y1_C-Detail\10-302.dwg 11/14/13 8:04 am

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FIGURE NO.1

42



MNDOT Portion of the Project

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF SAINT PETER
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.): 5209-66
Trunk Highway Number (T.H.): 169=005
State Project Number (S.P.): 7211-35
Federal Project Number: HSIP,NHPP
Lighting System Feed Point No. City

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Saint Peter acting through its City Council ("City").

Recitals

1. The State will perform grading, bituminous surfacing, ADA improvements, signing and lighting construction and other associated construction upon, along and adjacent to Trunk Highway No. 169 from 240 feet south of West Union Street to 1500 feet north of T.H. 93 according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 5209-66 (T.H. 169=005)("Project"); and
2. The State requests the City participate in the maintenance of walkways, lighting and street construction and the City is willing to participate in the maintenance of said construction from west Union Street to the Old Minnesota Avenue intersection with T.H. 169; and
3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans;

- 1.1. **Effective date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 6. Liability; Worker Compensation Claims; 8. State Audits; 9. Government Data Practices; 10. Governing Law; Jurisdiction; Venue; and 12. Force Majeure.
- 1.4. **Plans, Specifications, Special Provisions.** Plans, specifications and special provisions designated by the State as State Project No. 5209-66 (T.H. 169=005) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference. ("Project Plans")

2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. **Direction, Supervision and Inspection of Construction.**
 - A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection

functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.

- B. *Inspection by the City.*** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

2.3. *Plan Changes, Additional Construction, Etc.*

- A.** The City may request additional work or changes to the work in the plans as part of the construction contract which may require City participation. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.
- B.** The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes as noted above, including associated construction engineering, before the completion of the contract construction.

- 2.4. *Satisfactory Completion of Contract.*** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner. Acceptance by the State of the completed contract construction will be final, binding and conclusive upon the City as to the satisfactory completion of the contract construction.

3. *Maintenance by the City.*

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 3.1. *Roadways.*** Maintenance of Saint Julien Street includes, but is not limited to, snow, ice and debris removal, resurfacing and seal coating and any other maintenance activities according to accepted City maintenance practices.
- 3.2. *Sidewalks.*** Maintenance of sidewalk construction at Union Street and T.H. 22 (Dodd Avenue), including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, mowing grass boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 3.3. *Lighting.*** Maintenance of electrical lighting system construction. includes everything within the system from the point of attachment to the power source or utility, to the last light on the feed point, including but is not limited to; re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles pull boxes, underground wire, damaged foundation, equipment pad, installation of approved splices or replacement of wire, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates and painting of poles and other equipment.

4. *Authorized Representatives*

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

4.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone: (651) 366-4634
E-Mail: maryanne.kellysonnek@state.mn.us

4.2. The City's Authorized Representative will be:

Name/Title: Lewis Giesking, Public Works Director (or successor)
Address: 405 West Saint Julien Street, Saint Peter, Minnesota 56082
Telephone: 507-934-0670
E-Mail: angieg@saintpetermn.gov

5. Assignment; Amendments; Waiver; Contract Complete

- 5.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 5.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 5.3. **Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 5.4. **Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Liability; Worker Compensation Claims

- 6.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 6.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

7. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

11.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

11.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

11.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

12. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

CITY OF SAINT PETER

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2014 -

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

**RESOLUTION APPROVING EXECUTION OF HIGHWAY 169 RECONSTRUCTION PROJECT
COOPERATIVE AGREEMENT WITH THE MINNESOTA DEPARTMENT OF
TRANSPORTATION (MnDOT) PROJECT NUMBER S. P. 5209-66**

WHEREAS, the State of Minnesota has determined that it will reconstruct State Highway 169 through Saint Peter from the Union Street intersection through the Old Minnesota Avenue intersection; and

WHEREAS, the project will raise the southbound Highway 169 lanes to reduce the flooding hazard; and

WHEREAS, the City Council desires safety improvements be implemented to improve access to the North end of Saint Peter due to the increasing volume of highway traffic; and

WHEREAS, the City Council is committed to roadway improvements on St. Julien Street and Old Minnesota Avenue to safely handle the increasing traffic volumes due to growing existing businesses and pending developments; and

WHEREAS, the City Council believes the Minnesota Department of Transportation (MnDOT) is well suited to manage the project.

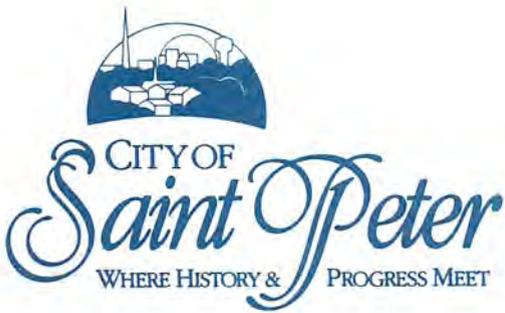
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: the Mayor and City Administrator are authorized to enter into a Cooperative Construction Agreement 05404 for project S. P. 5209-66 with the State of Minnesota Department of Transportation.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 24th day of February, 2014.

Timothy Strand
Mayor

ATTEST:

Todd Prafke
City Administrator



Memorandum

TO: Todd Prafke
City Administrator

DATE: February 20, 2014

FROM: Lewis Giesking
Director of Public Works

RE: MnDOT Cooperative Agreement: Highway 99

ACTION/RECOMMENDATION

Approve execution of a cooperative construction agreement with MnDOT for the reconstruction of the Highway 99 bridge over the Minnesota River.

BACKGROUND

The State of Minnesota Department of Transportation (MnDOT) is committed to the refurbishing and reconstruction of the Highway 99 bridge over the Minnesota River in the year 2014. The work will include repairs to the abutments and pier, reconstruction of the concrete deck and sidewalk, repairs to the steelwork, sandblasting and repainting the entire bridge. The work will also include the replacement of the streetlights on the bridge. All of the work done on the bridge will restore the bridge to match its historic appearance.

The City has been responsible for providing power to the street lights on the bridge and to the general maintenance of the street light heads and bulbs. The City also has a four inch conduit on the underside of the bridge which carries electric distribution cables across the river. There is also a two inch conduit which is not currently utilized. MnDOT has provided a cooperative construction agreement to continue the City's relationship with MnDOT relative to the Highway 99 bridge over the Minnesota River. The City desires to continue the relationship so the City can continue to maintain an electric distribution system crossing under the bridge.

There is no cost to the City for the reconstruction of the bridge; however, there may be some temporary support issues to maintain the electric circuit under the bridge during construction.

The proposed maintenance agreement does obligate the City to do maintenance of the sidewalk across the bridge. It would include cleaning of the sidewalk and snow removal in the winter. The City would also be obligated to maintain the electric lighting system on the bridge including providing the electric energy to power the lights. The proposed bulbs are LED luminaries which will provide some efficiency for maintaining and supporting the lights. MnDOT will maintain ownership and responsibility for repair and replacement of any damaged historic light-posts.

FISCAL IMPACT:

Maintenance of the sidewalk would be handled by the Parks crew and any repair cost could be funded through the Municipal State Aid funds. Maintaining the electric circuit to power the historic lights and maintain the globes and bulbs will be funded from the electric utility funds. The electric distribution circuit and conduit is owned by the City and maintained through the electric utility fund.

ALTERNATIVES/VARIATIONS:

Do not act: Staff will seek City Council direction. The cooperative construction agreement must be completed for the project to proceed.

Negative Votes: Staff will seek City Council direction.

Modification of the Resolution: This is always an option of the City Council.

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

LGG/amg

10 mi. to Horseshoe
14 mi. to Lafayette
23 mi. to Gaylord

3 mi. to Tazewell
14 mi. to New Sweden

23 mi. to Klossner
27 mi. to St. George
35 mi. to Fort Ridgely State Park

10 mi. to Nicollet
18 mi. to Courtois
23 mi. to New Ulm

10 mi. to North Mankato
12 mi. to Mankato
60 mi. to Iowa

SYMBOLIZATION

| | | | |
|--|---------------------------|--|---|
| | School/Institution | | Point of Interest (refer to accompanying inset for points of interest listing) |
| | Park/Wildlife Area | | Historic Site |
| | Cemetery | | Church |
| | Central Business District | | Boat Ramp |
| | U.S. Highway | | Golf Course |
| | State Highway | | Public Restroom |
| | County Highway | | Trail |
| | City Truck Route | | City Limits |
| | Railroad | | |

Map scale: 3 Inches = 1 Mile

STREET INDEX

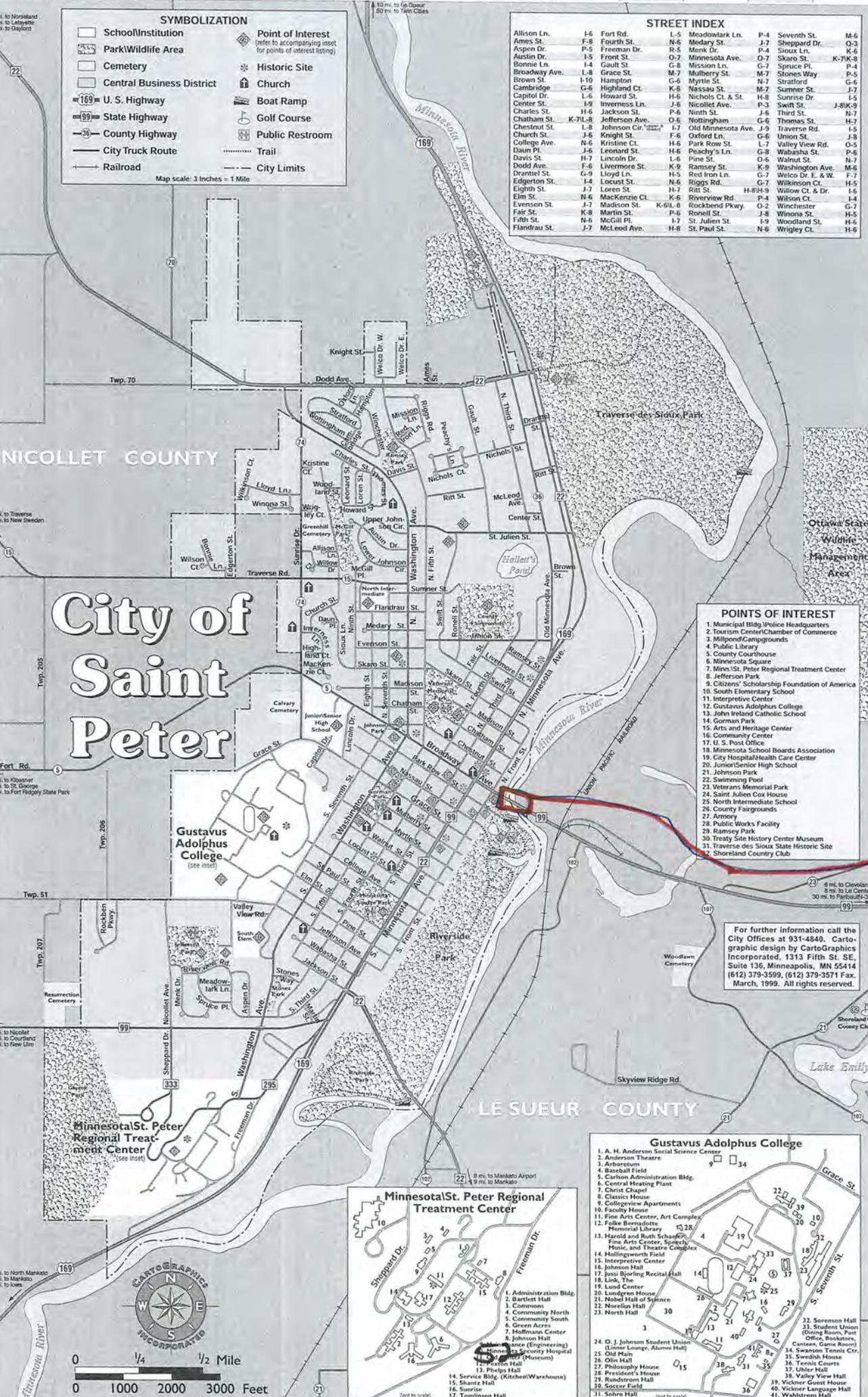
| | | | |
|--------------------|--------------------|------------------------|-----------------------|
| Allison Ln. 1-6 | Fort Rd. 1-5 | Meadowfork Ln. P-4 | Seventh St. M-6 |
| Ames St. F-8 | Fourth St. N-6 | Medary St. J-7 | Sheppard Dr. O-3 |
| Aspen Dr. P-5 | Freeman Dr. R-5 | Menk Dr. P-4 | Sioux Ln. K-6 |
| Austin Dr. 1-5 | Front St. O-7 | Minnesota Ave. O-7 | Skaro St. K-7K-8 |
| Bonnie Ln. 1-4 | Gault St. G-8 | Mission Ln. C-7 | Spruce Pl. P-4 |
| Broadway Ave. L-8 | Grace St. M-7 | Mulberry St. M-7 | Stones Way P-5 |
| Brown St. 1-10 | Hampton G-6 | Myrtle St. N-7 | Stratford G-6 |
| Cambridge G-6 | Highland Ct. K-6 | Nassau St. M-7 | Summer St. J-7 |
| Capitol Dr. L-6 | Howard St. H-6 | Nichols Ct. & St. H-8 | Sunrise Dr. L-5 |
| Center St. 1-9 | Inverness Ln. J-6 | Nicollet Ave. P-3 | Swift St. J-8K-9 |
| Charles St. H-6 | Jackson St. P-6 | Ninth St. J-6 | Third St. N-7 |
| Chatham St. K-7L-8 | Jefferson Ave. O-6 | Nottingham G-6 | Thomas St. H-7 |
| Chestnut St. L-8 | Johnson Cir. 1-7 | Old Minnesota Ave. J-9 | Traverse Rd. L-5 |
| Church St. J-6 | Knight St. F-6 | Oxford Ln. G-6 | Union St. J-8 |
| College Ave. N-6 | Kristine Ct. H-6 | Park Row St. L-7 | Valley View Rd. O-5 |
| Daun Pl. J-6 | Leonard St. L-6 | Poachy's Ln. H-8 | Wabasha St. P-6 |
| Davis St. H-7 | Lincoln Dr. L-6 | Pine St. O-6 | Walnut St. N-7 |
| Dodd Ave. F-6 | Livemore St. K-9 | Ramsay St. K-9 | Washington Ave. M-6 |
| Dramtel St. G-9 | Lloyd Ln. H-5 | Red Iron Ln. G-7 | Wesco Dr. E. & W. F-7 |
| Edgerton St. 1-4 | Locust St. N-6 | Riggs Rd. G-7 | Wilkinson Ct. H-5 |
| Eighth St. J-7 | Loren St. H-7 | Ritt St. H-8H-9 | Willow Ct. & Dr. I-6 |
| Elm St. N-6 | MacKenzie Ct. K-6 | Riverview Rd. P-4 | Wilson Ct. L-4 |
| Everson St. J-7 | Madison St. K-6L-8 | Rockbead Pkwy. O-2 | Winchester G-7 |
| Fair St. K-8 | Martin St. P-6 | Ronell St. J-8 | Winona St. H-5 |
| Fifth St. N-6 | McGill Pl. L-7 | St. Julien St. L-9 | Woodland St. H-6 |
| Flandrau St. J-7 | McLeod Ave. H-8 | St. Paul St. N-6 | Wrigley Ct. H-6 |

- ### POINTS OF INTEREST
1. Municipal Bldg./Police Headquarters
 2. Tourism Center/Chamber of Commerce
 3. Millpond/Campgrounds
 4. Public Library
 5. County Courthouse
 6. Minnesota Square
 7. Minn. St. Peter Regional Treatment Center
 8. Jefferson Park
 9. Citizens' Scholarship Foundation of America
 10. South Elementary School
 11. Interpretive Center
 12. Gustavus Adolphus College
 13. John Ireland Catholic School
 14. Gorman Park
 15. Arts and Heritage Center
 16. Community Center
 17. U. S. Post Office
 18. Minnesota School Boards Association
 19. City Hospital/Health Care Center
 20. Juniors/Seniors High School
 21. Johnson Park
 22. Swimming Pool
 23. Veterans Memorial Park
 24. Saint Julien Coal House
 25. North Intermediate School
 26. County Fairgrounds
 27. Armory
 28. Public Works Facility
 29. Ramsay Park
 30. Treaty Site History Center Museum
 31. Traverse des Sioux State Historic Site
 32. Shoreland Country Club

Trunk Highway 99 Bridge

For further information call the City Offices at 931-4840. Cartographic design by CartoGraphics Incorporated, 1313 Fifth St. SE, Suite 136, Minneapolis, MN 55414 (612) 379-3599, (612) 379-3571 Fax. March, 1999. All rights reserved.

City of Saint Peter



Minnesota St. Peter Regional Treatment Center

1. Administration Bldg.
2. Bartlett Hall
3. Commissions
4. Community North
5. Community South
6. Green Acres
7. Hoffman Center
8. Johnson Hall
9. Oncology (Engineering)
10. St. Joseph's Hospital (Museum)
11. Terrace Hall
12. Phelps Hall
13. Service Bldg. (Kitchen/Warehouse)
14. Shurtz Hall
15. Sunrise
16. Tomlinson Hall

(not to scale)

Gustavus Adolphus College

1. A. H. Anderson Social Science Center
2. Anderson Theatre
3. Arboretum
4. Baseball Field
5. Carlson Administration Bldg.
6. Central Heating Plant
7. Christ Chapel
8. Classics House
9. Collegiate Apartments
10. Faculty House
11. Fine Arts Center, Art Complex
12. Fuller Bordenette Memorial Library
13. Harold and Ruth Schaefer Fine Arts Center, Speech, Music, and Theatre Complex
14. Hollingsworth Field
15. Interpretive Center
16. Johnson Hall
17. Jussi Bjorling Recital Hall
18. Link, The
19. Link Center
20. Lundgren House
21. Nichol Hall of Science
22. Norellian Hall
23. North Hall
24. Q. J. Johnson Student Union (Lounge, Alumni Hall)
25. Fuller Bordenette Memorial Library
26. Olin Hall
27. Philosophy House
28. Presbyterian's House
29. Rundstrom Hall
30. Soccer Field
31. Soborn Hall
32. Sorenson Hall
33. Student Union (Dining Room, Post Office, Bookstore, Center, Game Room)
34. Swanson Tennis Ctr.
35. Swedish House
36. Tennis Courts
37. Uhler Hall
38. Valley View Hall
39. Vickner Guest House
40. Vickner Language Hall
41. Washroom Hall

(not to scale)



**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF SAINT PETER
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.): 4008-25
Trunk Highway Number (T.H.): 99=021
Federal Project Number: STPM4013 (227)
Lighting System Feed Point No. City

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Saint Peter acting through its City Council ("City").

Recitals

1. The State will perform grading, concrete surfacing, lighting, and bridge rehabilitation construction on Bridge No. 4930 (Broadway Bridge) and other associated construction upon, along and adjacent to Trunk Highway 99 at the Nicollet/Le Sueur County Line (Minnesota River) according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 4008-25 (T.H. 99=021)("Project"); and
2. The State requests the City participate in the maintenance of walkways and lighting and the City is willing to participate in the maintenance of said construction; and
3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans;

- 1.1. **Effective date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 6. Liability; Worker Compensation Claims; 8. State Audits; 9. Government Data Practices; 10. Governing Law; Jurisdiction; Venue; and 12. Force Majeure.
- 1.4. **Plans, Specifications, Special Provisions.** Plans, specifications and special provisions designated by the State as State Project No. 4008-25 (T.H. 99=021) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference. ("Project Plans")

2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. **Direction, Supervision and Inspection of Construction.**
 - A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.

B. *Inspection by the City.* The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

2.3. *Plan Changes, Additional Construction, Etc.*

- A.** The City may request additional work or changes to the work in the plans as part of the construction contract which may require City participation. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.
- B.** The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes as noted above, including associated construction engineering, before the completion of the contract construction.

2.4. *Satisfactory Completion of Contract.* The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner. Acceptance by the State of the completed contract construction will be final, binding and conclusive upon the City as to the satisfactory completion of the contract construction.

3. *Maintenance by the City.*

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 3.1. *Sidewalks.*** Maintenance of sidewalk construction on T.H. 99 including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, mowing grass boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 3.2. *Lighting.*** Maintenance of electrical lighting system construction. includes everything within the system from the point of attachment to the power source or utility, to the last light on the feed point, including but is not limited to; re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, damaged poles pull boxes, underground wire, damaged foundation, equipment pad, installation of approved splices or replacement of wire, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates and painting of poles and other equipment.

4. *Authorized Representatives*

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

4.1. The State's Authorized Representative will be:

| | | |
|-------------|---------------------------------------|----------------|
| Name/Title: | Zachary Tess, MnDOT Project Manager | (or successor) |
| Address: | 2151 Bassett Drive, Mankato, MN 56001 | |
| Telephone: | (507) 304-6199 | |
| E-Mail: | zachary.tess@state.mn.us | |

4.2. The City's Authorized Representative will be:

Name/Title: Lewis Giesking, Public Works Director (or successor)
Address: 405 West Saint Julien Street, Saint Peter, Minnesota 56082
Telephone: 507-934-0670
E-Mail: angieg@saintpetermn.gov

5. **Assignment; Amendments; Waiver; Contract Complete**

- 5.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 5.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 5.3. **Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 5.4. **Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. **Liability; Worker Compensation Claims**

- 6.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 6.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

7. **Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

8. **State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. **Government Data Practices**

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

10. **Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. **Termination; Suspension**

- 11.1. **By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties.

11.2. Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

11.3. Suspension. In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

12. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

CITY OF SAINT PETER

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2014 -

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

**RESOLUTION APPROVING EXECUTION OF A PROJECT COOPERATIVE AGREEMENT
WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR THE
RECONSTRUCTION OF THE TRUNK HIGHWAY 99 BRIDGE OVER THE MINNESOTA
RIVER, STATE PROJECT NUMBER S. P 4008-25**

WHEREAS, the State of Minnesota has determined that it will reconstruct the trunk Highway 99 bridge over the Minnesota River, in Saint Peter; and

WHEREAS, the City Council has endeavored to enhance the historic nature of the Downtown and restoration of the bridge to its historic look is consistent with the historic nature of the downtown; and

WHEREAS, restoration of the bridge will maintain a long-term access to Saint Peter from the east; and

WHEREAS, restoring the lighting system on the bridge will further enhance the area; and

WHEREAS, the City Council believes the Minnesota Department of Transportation is well suited to manage the project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: the Mayor and City Administrator area authorized to enter into Cooperative Construction Agreement No.05447 with the State of Minnesota Department of Transportation for the restoration of the trunk Highway 99 bridge over the Minnesota River, State project number S. P. 4008-25.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 24th day of February, 2014.

Timothy Strand
Mayor

ATTEST:

Todd Prafke
City Administrator

PROCLAMATION

“WOMEN’S HISTORY MONTH”

WHEREAS, women of Saint Peter of every race, class, and ethnic background have made historic contributions to the growth and strength of our City in countless recorded and unrecorded ways; and

WHEREAS, women of Saint Peter have played and continue to play a critical economic, cultural, and social role in every sphere of the life of the City by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, women of Saint Peter have played a unique role throughout the history of the city by providing a large portion of the volunteer labor force; and

WHEREAS, women of Saint Peter were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our City; and

WHEREAS, women of Saint Peter of every race, class, and ethnic background have helped shape every major progressive social change movement; and

WHEREAS, women of Saint Peter have been leaders for the betterment of the City.

NOW, THEREFORE, I, Timothy Strand, Mayor of the City of Saint Peter, Minnesota, do hereby proclaim March, 2014 as “WOMEN’S HISTORY MONTH” in the City and hereby do call upon the citizens of Saint Peter to participate in Women’s History Month programs, ceremonies and activities. In witness whereof, I have hereunto set my hand and caused the seal of the City of Saint Peter to be affixed this 24th day of February, 2014.

Timothy Strand
Mayor

ATTEST:



Todd Prafke
City Administrator



CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2014 -

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

RESOLUTION CALLING FOR CLOSED SESSION

WHEREAS, Minnesota Statutes allow for closed sessions of the Council for discussion of specific issues including property purchase negotiations; and

WHEREAS, staff is currently in negotiations with a potential seller; and

WHEREAS, staff recommends a closed session be called.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: the City Council will meet in closed session in the Traverse des Sioux Room as provided for under Minnesota Statutes for discussion of land purchase negotiations.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 24th day of February, 2014.

Timothy Strand
Mayor

ATTEST:

Todd Prafke
City Administrator