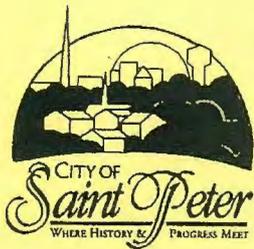


**CITY OF SAINT PETER, MINNESOTA  
AGENDA AND NOTICE OF MEETING**

Regular City Council Meeting of Monday, December 14, 2015  
Community Center Governors' Room - 7:00 p.m.

- I. CALL TO ORDER**
- II. APPROVAL OF AGENDA**
- III. PUBLIC HEARINGS**
  - A. Vista View Townhomes Bond Issuance
- IV. APPROVAL OF MINUTES**
- V. VISITORS**
  - A. Scheduling of Visitor Comments on Agenda Items
  - B. General Visitor Comments
- VI. APPROVAL OF CONSENT AGENDA ITEMS**
- VII. UNFINISHED BUSINESS**
  - A. Vista View Bond Issuance Request
- VIII. NEW BUSINESS**
  - A. 2015 Tax Levy/Payable 2016/Budget Adoption
  - B. 2016 Non-Union/Non-Contract Employee Wages
  - C. Senior Citizen Services Contract
  - D. Land Purchase Agreement: St. Peter Mobile Homes
  - E. Land Purchase Agreement: Cunningham
  - F. 2014/2015 Equipment Certificate Purchase: Jaws of Life
  - G. Winter Trail Maintenance Policy
- IX. REPORTS**
  - A. MAYOR**
  - B. CITY ADMINISTRATOR**
    - 1. Holiday Closures
    - 2. Council Goal Session Discussion
    - 3. City Administrator Evaluation
    - 4. Outgoing Mayor Recognition
    - 5. Others
- X. EXECUTIVE SESSION**
  - A. Resolution Calling For Closed Session  
ADJOURN TO CLOSED SESSION in Traverse des Sioux Room
  - B. Closed Session For Attorney-Client Privilege Discussion  
RETURN TO OPEN SESSION
- XI. ADJOURNMENT**

Office of the City Administrator  
Todd Prafke



I. **CALL TO ORDER**

Mayor Strand will call his last 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. **PUBLIC HEARINGS**

A. **PUBLIC HEARING ON REQUEST TO ISSUE \$2,000,000 IN BONDS FOR VISTA VIEW TOWNHOMES PROJECTS**

A public hearing has been scheduled at this time to receive comment on the request by Vista View Townhomes II of St. Peter Limited Partnership for the City to serve as a conduit for issuance of \$2,000,000 in bonds for the purchase and rehabilitation of a multi-family affordable housing property by Vista View Townhomes II of St. Peter Limited Partnership. Notice of the public hearing has been duly published in the St. Peter Herald and affected property owners have been notified. Action to consider adoption of the proposed assessments will be considered under NEW BUSINESS.

IV. **APPROVAL OF MINUTES**

A copy of the minutes of the November 23, 2015 regular City Council meeting is provided. A MOTION is in order.

V. **VISITORS**

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

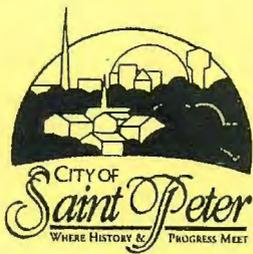
Members of the audience wishing to address the Council with regard to an agenda item later in the meeting should be noted at this time.

B. **General Visitor Comments**

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

VI. **APPROVAL OF CONSENT AGENDA ITEMS**

The consent agenda, including approval of the schedule of disbursements for November 19, 2015 through December 9, 2015 is attached. Please see the attached staff reports and RESOLUTION.



**VII. UNFINISHED BUSINESS**

**A. ADOPTION OF A RESOLUTION APPROVING BOND ISSUANCE FOR VISTA VIEW TOWNHOMES LLC**

Following the public hearing, it is appropriate to consider the request from the owners of Vista View Townhomes for the City to serve as a conduit for issuance of \$2,000,000 in bonds to finance purchase and rehabilitation of the Vista View property in Saint Peter. This action is allowed under State statute and in no way obligates the City to repay the bonds. All costs will be paid by Vista View Townhomes LLC. Staff recommends approval. Please see the attached staff report and RESOLUTION.

**VIII. NEW BUSINESS**

**A. ADOPTION OF RESOLUTIONS APPROVING 2015 TAX LEVY/PAYABLE 2016 AND ADOPTING 2016 BUDGETS**

Staff recommends approval of the proposed tax levy for 2015 which is payable in 2016. As provided for in State Statute, the final levy can be the same as the preliminary levy amount or can decrease, but it cannot be higher than the preliminary levy. Following adoption of the tax levy, staff recommends approval of the 2016 general fund budgets. Please see the attached staff report and RESOLUTIONS.

**B. ADOPTION OF A RESOLUTION ESTABLISHING NON-UNION/NON-CONTRACT EMPLOYEE WAGES**

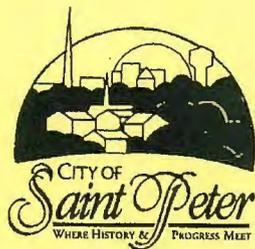
A proposed resolution establishing wages for non-union/non-contract employees in 2016 has been provided for Council consideration. Please see the attached staff report and RESOLUTION.

**C. ADOPTION OF A RESOLUTION APPROVING SENIOR CITIZEN SERVICES CONTRACT WITH NICOLLET COUNTY**

The current contract with Nicollet County for the provision of senior services has expired. The Nicollet County Board had proposed a renewal contract and staff recommends approval. Please see the attached staff report and RESOLUTION.

**D. ADOPTION OF A RESOLUTION APPROVING LAND PURCHASE AGREEMENT WITH ST. PETER MOBILE HOMES**

Staff has concluded negotiations for the purchase of land from St. Peter Mobile Homes (Ken Dahlgren) to be used for stormwater drainage/retention purposes. A purchase agreement has been developed by Mr. Dahlgren's attorney and has been reviewed by City Attorney Brandt. Please see the attached staff report and RESOLUTION.



**E. ADOPTION OF A RESOLUTION APPROVING LAND PURCHASE AGREEMENT WITH WILLIAM H./TRACY A. CUNNINGHAM**

Staff has concluded negotiations for the purchase of land from William and Tracy Cunningham to be used for stormwater drainage/retention purposes. A purchase agreement has been developed by Cunningham's attorney and has been reviewed by City Attorney Brandt. Please see the attached staff report and RESOLUTION.

**F. ADOPTION OF A RESOLUTION APPROVING 2014/2015 EQUIPMENT CERTIFICATE PURCHASE: JAWS OF LIFE EXTRACTION TOOL**

Staff recommends approval be provided for purchase of an additional Hurst extraction tool ("Jaws of Life") for the Fire Department with funding from excess 2014 and 2015 Equipment Certificate funds. Please see the attached staff report and RESOLUTION.

**G. ADOPTION OF A RESOLUTION APPROVING UPDATED WINTER TRAIL MAINTENANCE POLICY**

Staff recommends approval of the proposed "no maintenance" trails and sidewalk designations for a two year period. Please see the attached staff report and RESOLUTION.

**IX. REPORTS**

**A. MAYOR**

Any reports by Mayor Strand will be provided at this time.

**B. CITY ADMINISTRATOR**

**1. REPORT ON HOLIDAY CLOSURES**

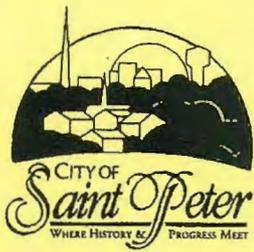
A report will be provided at this time on closures of City offices related to the upcoming holidays.

**2. REPORT ON CITY COUNCIL GOAL SESSION DISCUSSION**

A report will be provided at this time on discussion at the November 30th City Council goal session.

**3. REPORT ON CITY ADMINISTRATOR EVALUATION**

At this time City Attorney Brandt will provide a report on the City Administrator evaluation process from previous workshop sessions.



**4. REPORT ON OUTGOING MAYOR RECOGNITION**

At this time outgoing Mayor Strand will be recognized for his years of service to the community.

**5. OTHERS**

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

**X. EXECUTIVE SESSION**

**A. ADOPTION OF A RESOLUTION CALLING FOR A CLOSED SESSION TO DISCUSS AN ACTIVE LITIGATION ISSUE COVERED UNDER ATTORNEY-CLIENT PRIVILEGE**

State law allows for public meetings to be closed to discuss certain topics. Staff recommends the meeting be closed at this time for discussion with the League of Minnesota Cities Insurance Trust legal counsel on an active litigation issue covered under attorney-client privilege. Please see the attached RESOLUTION.

**ADJOURN TO CLOSED SESSION IN THE TRAVERSE DES SIOUX ROOM**

**RETURN TO OPEN SESSION**

**XI. ADJOURNMENT**

Office of the City Administrator  
Todd Prafke

## CITY OF SAINT PETER, MINNESOTA

### PUBLIC HEARING PROCESS AND PROCEDURES

Public hearings conducted at City Council meetings will include an opportunity for the general public and interested parties to hear and see all information and to ask questions, provide additional information, express support or opposition, and/or suggest modifications to the proposal.

The Mayor will conduct the public hearing. He/she will explain the procedure to be followed before the hearing begins. The public will be allowed to participate and must follow the rules of conduct. Hearings are formal proceedings and will be conducted as such. While everyone will be given an opportunity to participate, comments should be germane to the topic at hand and concise. If many people share the same viewpoint, the City Council encourages the appointment of a spokesperson to avoid repetitive testimony.

The public hearing will be conducted in the following manner:

1. Staff Presentation - City staff, or consultants employed by the City, will identify the issue of the hearing, explain any pertinent laws or regulations associated with the issue; and the steps being taken by the City.
2. Applicant's Presentation - In this portion of the hearing, the applicant (if applicable) has the opportunity to present his or her case. However, no statement either for or against the proposal should be accepted at this point.
3. Public Comment – Once staff and the applicant have completed their background information, the public will be allowed to speak.

All speakers in the public comment portion of the hearing will be limited to five (5) minutes. The Mayor may allow extended time at his/her discretion. All speakers will be encouraged to present factual evidence for public consideration and to refrain from broad statements without any basis of fact. Speakers may provide written materials to the Council. The Council will listen to testimony, but will refrain from engaging in discussion with the speakers.

After all evidence and testimony has been received and everyone has been given an opportunity to be heard, the public hearing will be closed by the Mayor. Action on the hearing issue may or may not be scheduled for later in the meeting. If action is to be taken, the City Council will discuss the issue in open session. During the Council discussion portion of the meeting, citizens will no longer be allowed to participate.

CITY OF SAINT PETER, MINNESOTA

OFFICIAL PROCEEDINGS

MINUTES OF THE CITY COUNCIL MEETING  
NOVEMBER 23, 2015

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 November 23, 2015.

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

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

**Public Hearing: Assessment of Unpaid Utility Charges** - Mayor Strand opened the public hearing on the proposed assessment of unpaid utility charges at 7:02 p.m. City Administrator Prafke reviewed the process for conducting a public hearing. Finance Director O'Connell presented information on the proposed assessment of \$7,667.63 in unpaid utility charges which would be assessed over a period of one year at 1.31% interest as provided for in the City's assessment policy and \$11,584.98 in unpaid charges that would be written off as bad debt due to being unassessable or due to bankruptcy or death of the customer. Councilmember Zieman asked if the interest rate was standard with area cities. O'Connell did not have an answer, but pointed out the interest rate had been established at one percent (1%) over the rate of a one year U.S. Treasury bond as provided for in the assessment policy. There being no further speakers, the hearing was declared closed at 7:05 p.m.

**Public Hearing: Assessment of Unpaid Miscellaneous Charges** - Mayor Strand opened the public hearing on the proposed assessment of unpaid miscellaneous charges at 7:05 p.m. Finance Director O'Connell presented information on the proposed assessment of \$1,465 in unpaid miscellaneous (frozen water meter and lawn mowing) charges. O'Connell noted the assessments would be for one year at 1.31% interest. There being no further speakers, the hearing was declared closed at 7:07 p.m.

**Public Hearing: Assessment of Unpaid Improvement Charges** - Mayor Strand opened the public hearing on the proposed assessment of unpaid improvement charges at 7:07 p.m. Finance Director O'Connell presented information on the proposed assessment of \$14,591.50 in miscellaneous improvements to sidewalks and drainage projects for which the property owners had previously signed waivers of assessments. O'Connell noted the assessments would range from 10-15 years with interest rates of 1.62% and 1.98% as provided for in the assessment policy. There being no further speakers, the hearing was declared closed at 7:09 p.m.

**Approval of Minutes** – A motion was made by Kvamme, seconded by Grams, to approve the minutes of the November 9, 2015 regular City Council meeting. With all in favor, the motion carried and the minutes were approved. A complete copy of the minutes of the November 9, 2015 regular City Council meeting is contained in the City Administrator's book entitled Council Proceedings 19.

**Consent Agenda** – In motion by Kvamme, seconded by Brand, Resolution No. 2015-157 entitled, “Resolution Approving Consent Agenda” was introduced. With all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2015-157 is contained in the City Administrator’s book entitled Council Resolutions 20.

**Assessment of Unpaid Utility Charges** – Finance Director O’Connell requested approval for assessment of \$7,677.63 in unpaid utility charges as authorized by State law. Councilmember Grams requested clarification on what portion of an unpaid bill was deemed assessable. O’Connell stated unassessable charges are electric bills incurred by a tenant and the City also writes off charges under \$10, bankruptcy charges and unpaid bills where the customer died. In motion by Carlin, seconded by Zieman, Resolution No. 2015-158 entitled “Resolution Adopting Assessment For Unpaid Charges For Municipal Utilities And The Writing Off Of Bad Debt Utility Charges”, was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2015-158 is contained in the City Administrator’s book entitled Council Resolutions 20.

**Assessment of Unpaid Miscellaneous Charges** – Finance Director O’Connell requested approval for assessment of unpaid miscellaneous charges totaling \$1,465.00. In motion by Parras, seconded by Grams, Resolution No. 2015-159 entitled “Resolution Adopting Assessment Of Unpaid Miscellaneous Charges”, was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2015-159 is contained in the City Administrator’s book entitled Council Resolutions 20.

**Assessment of Unpaid Improvement Charges** – Finance Director O’Connell requested approval for assessment of unpaid improvement charges for sidewalk and drainage projects in the amount of \$14,591.50 for which the property owners had signed waivers of assessments. O’Connell pointed out the interest rates ranged from 1.62% on a 10 year assessment to 1.98% on a 15 year assessment as authorized in the City’s assessment policy. In motion by Grams, seconded by Zieman, Resolution No. 2015-160 entitled “Resolution Adopting Miscellaneous Improvement Assessments”, was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2015-160 is contained in the City Administrator’s book entitled Council Resolutions 20.

**Interfund Loan Authorization** – Finance Director O’Connell requested authorization for an interfund loan from the General Fund to finance City costs associated with development of a new housing subdivision. O’Connell reported the costs would be funded eventually by the Nicollet Meadows Tax Increment Financing No. 1-10, but until the end of 2017 the district would not generate sufficient increments to fund the expenses and State law allowed for an interfund “loan” if authorized by resolution. O’Connell further stated the “loan” would be repaid with three percent (3%) interest and the resolution authorized a loan of up to \$150,000. City Administrator Prafke noted the authorization would allow the City to avoid issuing debt to fund the expenditures. In motion by Kvamme, seconded by Carlin, Resolution No. 2015-161 entitled “Resolution Authorizing Interfund Loan For Tax Increment Financing District No. 1-10”, was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2015-161 is contained in the City Administrator’s book entitled Council Resolutions 20.

**Cable Television Franchise Extension** – City Administrator Prafke provided the recommendation from Special City Attorney Robert Vose to approve a six month extension to the existing cable television franchise agreement with Crystal Communications (now dba Consolidated Communications). Prafke indicated the extension would allow for negotiation of

both the Consolidated agreement and the Mediacom agreement on a coincident timeline which would be a benefit to the City. Prafke also noted Consolidated had already agreed to the extension and the new agreements for both cable companies were expected to be in place by March, 2016. In motion by Kvamme, seconded by Parras, Resolution No. 2015-162 entitled "Resolution Authorizing Agreement For Six Month Extension To Consolidated Communication Cable Television Franchise Agreement", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2015-162 is contained in the City Administrator's book entitled Council Resolutions 20.

**Business License Applications** – City Administrator Prafke recommended approval of several new business license applications. Prafke noted nothing had been found in the background investigations that would prohibit issuance of the licenses. In motion by Brand, seconded by Parras, Resolution No. 2015-163 entitled "Resolution Approving New Business License Applications", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2015-163 is contained in the City Administrator's book entitled Council Resolutions 20.

## **Reports**

**Mayor's Report** – Mayor Strand reported on his attendance at the fall Coalition of Greater Minnesota Cities conference (along with Councilmember Brand); participation in the visit by the Senate Bonding Committee; a donation ceremony at the Fire Department where AgStar presented a donation of \$3,000; and cancellation of a meeting with officials from the Regional Treatment Center.

**ICLV Visit** – Councilmember Carlin and City Administrator Prafke provided information on their participation in the InterCity Leadership Visit to Columbia, Missouri sponsored by Greater Mankato Growth (GMG). Carlin reported the visit focused on arts, cultural, agricultural and entrepreneurial issues and collaboration between various groups. Prafke noted GMG would issue a report on the trip in the next few weeks and copies would be provided to the City Council.

**Curbside Leaf Collection** – Public Works Director Moulton reported the City's curbside leaf collection would be finished on November 25th and over 1,200 cubic yards of materials, or 80 truck loads, have been collected so far. Moulton also reported that the City of North Mankato has allowed use of their equipment when the City's truck had mechanical problems.

**Council Reception** – City Administrator Prafke reminded Councilmembers and the public of the reception for incoming/outgoing Councilmembers which will take place in the Governors' Room of the Community Center on Monday, December 7th between 4-5:00 p.m.

**Closed Session: Land Purchase Negotiations and Union Contract Negotiations** – City Administrator Prafke requested a closed session as allowed under State law to discuss land purchase negotiations and union contract negotiations with the International Union of Operating Engineers Local No. 70 (Streets, Utilities and Parks) and Law Enforcement Labor Services Local No. 241 (Police Officers) and Local No. 240 (Dispatchers). In motion by Zieman, seconded by Brand, Resolution No. 2015-164 entitled "Resolution Calling For Closed Session", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2015-164 is contained in the City Administrator's book entitled Council resolutions 20.

The City Council adjourned to closed session in the St. Peter Room at 7:44 p.m. for discussion of land purchase negotiations and union negotiations with the International Union of Operating Engineers Local No. 70 (Streets, Utilities and Parks) and Law Enforcement Labor Services Local No. 241 (Police Officers) and Local No. 240 (Communications Technicians).

The Council adjourned to closed session in the St. Peter Room of the Community Center at 7:57 p.m. for discussion of land purchase negotiations. The Council returned to open session at 8:14 p.m.

The Council adjourned to closed session for discussion of Police Officer Union contract negotiations at 8:15 p.m. The Council returned to open session at 8:31 p.m.

The Council adjourned to closed session for discussion of Communications Technicians (Dispatchers) Union contract negotiations at 8:31 p.m. The Council returned to open session at 8:32 p.m.

The Council adjourned to closed session for discussion of Streets Union contract negotiations at 8:34 p.m. The Council returned to open session at 8:59 p.m.

The Council adjourned to closed session for discussion of Parks Union contract negotiations at 9:01 p.m. the Council returned to open session at 9:07 p.m.

The Council adjourned to closed session for discussion of Utilities Union contract negotiations at 9:09 p.m. The Council returned to open session at 9:37 p.m.

There being no further business, a motion was made by Brand, seconded by Parras, to adjourn. With all in favor, the motion carried and the meeting adjourned at 9:38 p.m.

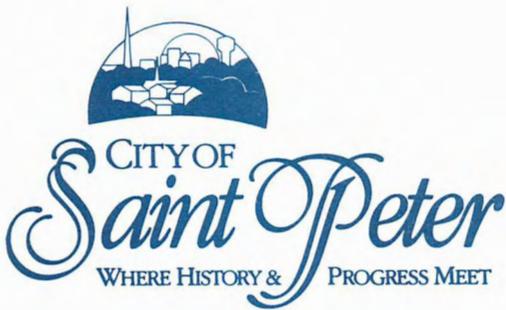
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Timothy Strand  
Mayor

ATTEST:

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Todd Prafke  
City Administrator



## Memorandum

To: Todd Prafke  
City Administrator

December 7, 2015

From: Pete Moulton  
Director of Public Works

RE: 1/0 Primary Electrical Wire for Inventory

### Action:

Approve the purchase of 1/0 primary electric wire from WESCO of Des Moines, Iowa in the amount of \$1.758 per foot.

### Background:

Formal written proposals were obtained from vendors capable of supplying and delivering three spools (7,500' to 8,250') of 1/0 power cable (wire) to the utility. This is primary underground wire. The written proposals will be evaluated on a per foot basis because the wire will come in variable lengths on three spools each varying in length from 2,500' to 2,750'.

This wire will be used to replenish the inventory used during the 2015 calendar year.

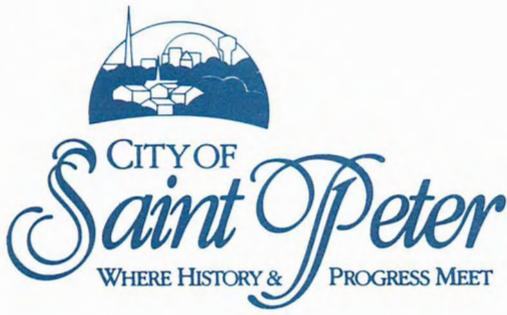
### Written Proposal Summary:

<i>Vendor:</i>	<i>Price / Foot:</i>	<i>Length/Feet:</i>	<i>Total Cost with Delivery:</i>
WESCO (Des M)	\$1.758	15,000	\$26,370.00
Graybar	\$1.954	15,000	\$29,310.00
Border States (Dir)	\$2.019	15,000	\$30,285.00
WESCO (Fargo)	\$2.079	15,000	\$31,185.00
Border States (stock)	\$2.335	15,000	\$35,025.00

Staff recommends that the wire be purchased from WESCO of Des Moines, Iowa.

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

PM/amg



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATE:** 12/07/2015

**FROM:** Pete Moulton  
Public Works Director

**RE:** 2016 Tire Replacement Program

### **ACTION/RECOMMENDATION**

Authorize a blanket purchase order to Royal Tire of New Ulm, Minnesota to furnish and deliver a variety of tires for fleet services using the state bid tire replacement program in the amount of \$10,000.

### **BACKGROUND**

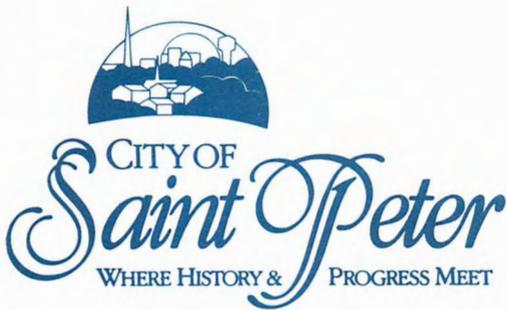
Public Works has a continual need for a tire replacement program; there remains an ongoing issue of tires wearing out on a regular basis in the City's fleet of trucks and equipment. The existing program consists of Royal Tire providing new tires on refurbished rims with the City Mechanic swapping the units and delivering the used materials in exchange. Royal Tire will then take the tires and rims and bring them to their shop where they will sandblast, repaint the rims, and put on new tires. Royal Tire will then return the refurbished units to the City to be used when the next set of tires need to be replaced.

This program has been effective because the City will always have a set of new tires and rims on hand which the mechanic can change out in-house. This program saves the City time and money by always having tires here on extra rims reducing truck downtimes.

The blanket purchase order also allows staff to purchase other tires as need from one distributor where quality control and assurance can be achieved. The City is currently using this program in 2015 and desires to continue with the program in 2016.

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

PM/TM/amg



## Memorandum

**To:** Todd Prafke  
City Administrator

**Date:** December 4, 2015

**From:** Pete Moulton *Pete*  
Director of Public Works

Jeff Knutson  
Water Resources Superintendent

**RE:** Sodium Metabisulfite Purchase

### Action:

Authorize Hawkins Inc. of Minneapolis, Minnesota to furnish and deliver sodium metabisulfite to be used in the water treatment process in the amount of \$26,600.

### Background:

Staff solicited formal written proposals for purchase and delivery of sodium metabisulfite for its water treatment process from Hawkins, Inc. of Minneapolis, Univar USA of Kent WA and DPC Industries, Inc. of Rosemount. Sodium metabisulfite is a chemical used to clean the reverse osmosis membranes.

The quote tabulation is as follows:

<u>Chemical</u>	<u>Hawkins, Inc.</u>	<u>Univar USA</u>	<u>DPC Industries, Inc.</u>
Sodium Metabisulfite	\$1.45 per lbs.	No Bid	No Bid

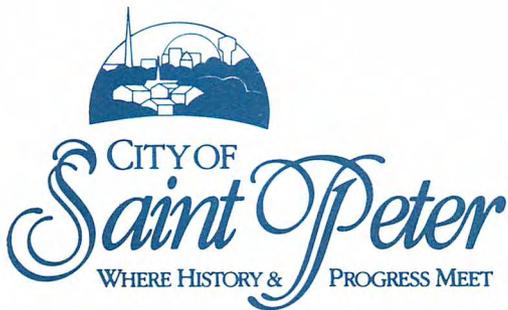
Based on the 2015 water pumping records, staff estimates for chemical usage for 2016 to be:

<u>Chemical</u>	<u>2015 Usage</u>	<u>2016 price</u>	<u>Estimate cost</u>
Sodium Metabisulfite	18,000 lbs.	\$1.45 per pound	\$26,100.00

The 2016 quoted price of \$1.45 per pound is an increase of \$.04 per pound compared to what the utility paid in 2015. There is a \$5.00 delivery charge from Hawkins, Inc. per trip to the water treatment facility.

Chemical Cost	\$26,100
Freight	\$500
Tax	Exempt
Total Cost	\$26,600

ATT: Purchase order #4563  
Bid Submittals



## Memorandum

**To:** Todd Prafke  
City Administrator

**Date:** December 4, 2015

**From:** Pete Moulton *Pete*  
Director of Public Works

Jeff Knutson  
Water Resources Superintendent

**RE:** Caustic Soda Purchase

### Action:

Authorize Hawkins Inc. of Minneapolis, Minnesota to furnish and deliver caustic soda to be used in the water treatment process in the amount of \$39,800.

### Background:

Staff solicited written proposals for purchase and delivery of caustic soda for its water treatment process from Hawkins, Inc. of Minneapolis, Univar USA of Kent WA and DPC Industries, Inc. of Rosemount. Caustic Soda is used to raise the pH of the water to decrease corrosiveness.

The quote tabulation is as follows:

<u>Chemical</u>	<u>Hawkins, Inc.</u>	<u>Univar USA</u>	<u>DPC Industries, Inc.</u>
Caustic Soda	\$3.90 per gallon	No Bid	\$5.60 per gallon

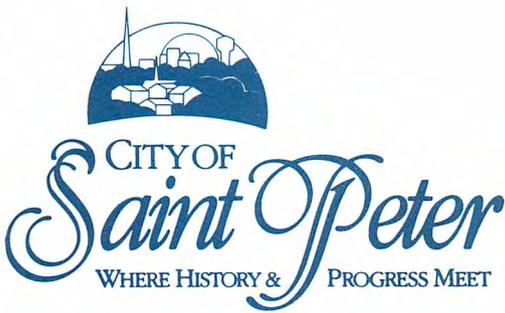
Based on the 2015 water pumping records, staff estimates caustic soda usage for 2016 to be:

<u>Chemical</u>	<u>2015 Usage</u>	<u>2016 price</u>	<u>Estimated Cost</u>
Caustic Soda	10,000 gallons	X \$3.90 per gallon	\$39,000

The 2016 quote price of \$3.90 per gallon is the same price the utility paid in 2015. There is a \$5.00 delivery charge from Hawkins, Inc. per trip to the water treatment facility, not per chemical that doesn't affect this price quote.

Chemical Cost:	\$39,000
Freight:	\$800
Tax:	Exempt
Total Cost:	\$39,800

ATT: Purchase order #4564  
Bid Submittals



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATE:** December 7, 2015

**FROM:** Pete Moulton *Pete*  
Public Works Director

Jeff Knutson  
Water Resources Superintendent

**RE:** Antiscalant Purchase

### ACTION:

It is recommended the City Council authorize Professional Water Technologies of Vista, California to furnish and deliver antiscalant to be used in the water treatment process in the amount of \$30,000.

### BACKGROUND:

Staff solicited written proposals for purchase and delivery of antiscalant for its water treatment process. Antiscalant is a sequestering agent which keeps minerals dissolved in the reverse osmosis process that will prevent the membranes from plugging and causing permanent damage.

The quote tabulation is as follows.

Chemical	Prof. Water Tech.	Cons. Water Solutions	Garrett Callahan
Antiscalant	\$1.05 per pound	\$1.20 per pound	\$1.97 per pound

Based on the 2015 water pumping records, staff estimates the chemical usage for 2016 to be:

Chemical	2015 Usage	2016 Price	Estimate Cost
Antiscalant	25,000 pounds	\$1.05 per pound	\$26,250

The 2016 quoted price of \$1.05 per pound is an increase of \$.05 than the 2015 price. Included in the price quotation from Professional Water Technologies is four service visits, assistance with a clean in place (CIP) procedure, review of operator log sheets, water sampling, and troubleshooting.

Chemical Cost	\$26,250
Freight	\$ 0
Tax	Exempt
Total Cost	\$30,000

ATT. Purchase order #4568  
Bid Submittals



*Saint Peter Volunteer Fire Department  
227 West Mulberry Street, Saint Peter, Minnesota 56082  
507-934-1120  
Office of the Fire Chief- Ronald D. Quade*

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

**DATE:** 11/4/15

**FROM:** Fire Chief Quade

**RE:** Request to purchase Personal Protective Equipment  
without formal bid process.

#### **ACTION/RECOMMENDATION**

For your review and approval to purchase; (3) Vendor Purchase Orders for Personal Protective Equipment. *Total \$79,028.00*

#### **BACKGROUND**

The process of replacing personal protective turn out gear for the Saint Peter Volunteer Fire Department started approximately 1.5 years ago by obtaining quotes to get a relative dollar figure to file for and Assistance to Fire Fighter Grant through homeland security. We started working with 5 different vendors to obtain these numbers and were successful in 2015 of obtaining funding to cover this purchase. Since the award we have drawn up a committee and looked at the following vendors equipment with the objective of selecting gear that best fits our needs. The Vendors are; (1) Emergency Response Solutions, (2) MES, (3) Jefferson Fire and Safety, (4) Heiman Fire, and (5) Alex Air. According to our department requirements we drew up a set of specification to present to three of these vendors that had equipment we were interested in and could meet the specifications and asked them for quotes to figure what we could purchase according to our grant funds. These quote prices are reflected on the following attached page and shows a comparison between the three vendors for the turn out jacket and pants and generically for the rest of the equipment which some is to be purchased from all three vendors according to needs and low bids. These have been revised through the process in changing requirements or add on equipment but have remained the same basic separation in price between the three vendors. I would ask to forgoes the formal bid process as I feel we would just get back the same prices and same equipment selections between vendors would not change. Again all three vendors have obtained parts of the purchase but all purchases have also been low bid prices for the particular equipment being purchased. In Summary I only see an added expense to the formal bid process with no change to the outcome of selection between vendors or price savings. Please note attached specifications used in obtaining quotes. Thank you for your time in this matter.

Respectfully:

*Ronald D. Quade*

Ronald D. Quade  
Fire Chief  
Saint Peter Fire Department  
227 Mulberry  
Saint Peter, MN 56082

Comparable Vendor Price Quote

1.) Globe MES Vendor

a. Turnout coat and Pants	\$67,543.20
b. Helmets ERS Vendor	\$6262.00
c. Boots Globe MES-Mid Amer. Vendor	\$10,170.00 includes \$300.00 shipping
d. Gloves/Hoods	\$4568.001.) Globe MES Vendor
Total	\$88,543.20

2.)Morning Pride Turnout-- Jefferson Fire Safety.

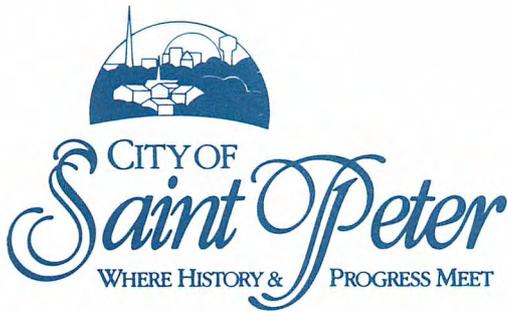
a. Turnout coat and Pants	\$65,850.00
b. Helmets ERS Vendor	\$6262.00
c. Boots Globe MES-Mid Amer. Vendor	\$10,170.00 includes \$300.00 shipping
d. Gloves/Hoods	\$4568.00
Total	\$86,850.00

Total \$88,543.20

3.) Fire Dex Turnout-Emergency Response Solutions

a. Turnout coat and Pants	<del>\$58,028.00</del>	Emergency Response Solutions
b. Helmets ERS Vendor	\$6262.00	
c. Boots Globe MES-Mid Amer. Vendor	\$10,170.00	includes \$300.00 shipping - MES
d. Gloves/Hoods	\$4568.00	- Jefferson Fire Safety
Total	<u>\$79,028.00</u>	✓

Section a. from each vendor gives quoted prices for coat and pants for turnout gear. Sections b,c,and d are the same prices under each vendor total as the lowest bid prices was taken from the vendor quotes and also satisfied needs for what department was looking for in safety and wear ability for members.



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATE:** 12/10/2015

**FROM:** Pete Moulton  
Director of Public Works

**RE:** Infrastructure Technician Appointment

### **ACTION/RECOMMENDATION**

Authorize the appointment of Brock Peterson to the position of Infrastructure Technician at the starting wage of \$19.99 per hour.

### **BACKGROUND**

Since June, there has been a vacancy in the Infrastructure Technician position as an employee moved to another position within Public Works. Applications were received and screened and the interview process was completed according to our hiring policy and practices. Brock emerged as a highly qualified candidate, with multiple certifications.

References verified that Brock has met the expectations for the position and that he has a broad range of experience in right-of-way work and dealing with the public. Brock is available to start on December 28, 2015.

The proposed wage reflects Classification 3 of the existing union contract.

I recommend the appointment of Brock Peterson to the position of Infrastructure Technician.

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

PM/amg



*Saint Peter Volunteer Fire Department  
227 West Mulberry Street, Saint Peter, Minnesota 56082  
507-934-1120  
Office of the Fire Chief- Ronald D. Quade*



November 25, 2015

Honorable Mayor Strand,  
City of St. Peter Council Members,  
Mr. Todd Prafke  
227 S. Front Street  
St. Peter, Minnesota 56082

Dear Mr. Mayor, City Council members and Mr. Todd Prafke:

In accordance with the By Laws of the Saint Peter Fire Department applications were posted for the officer positions of Captain 1 and Lieutenant 2 for the year 2016. These offices are the required officer positions due for hiring according to the before mentioned by laws. The following offices begin on Jan 1, 2016 for three year terms.

It is my recommendation and that of the board of fire officers not involved in hiring for year 2016 that the following members be hired for the following officer positions for the time frames stated and in accordance with the By Laws of the Saint Peter Fire Department. Darrell currently is serving as Captain 1 while Eric will be new to the position of Lieutenant 2. Both positions these gentlemen were the only applications received, and we request a white ballot recommendation be set for both positions to continue for the next three year period:

- 1) Mr. Darrell Pettis for the position of Captain 1 for a period of three years starting January 1, 2016 with position to reopen for applications for the year starting January 1, 2019.
- 2) Mr. Eric Christensen . for the position of Lieutenant 2 for a period of three years starting January 1, 2016 with the position to reopen for applications for the year starting January 1, 2019.

Packet's with information on application have been checked for requirements by myself and I wish to report both candidates meet all requirements for positions held. These packets are also being returned for your records. Thank you for your time in this matter.

Respectfully,

*Ronald D. Quade*

Ronald D. Quade  
Fire Chief



*Saint Peter Volunteer Fire Department  
 227 West Mulberry Street, Saint Peter, Minnesota 56082  
 507-934-1120  
 Office of the Fire Chief- Ronald D. Quade*



December 8, 2015

TO: Mr. Todd Prafke, City Administrator  
 Mr. Mayor, City Council Members  
 From: Ronald D. Quade  
 Fire Chief  
 Re: St. Peter Fire Department - New Member Approval/Waiting List

**Action /Recommendation**

The recommendation is to approve the hiring of the following applicants for the position of firefighter for the Saint Peter Volunteer Fire Department. Mr. Chad Menke, Mr. Drew Link, Mr. Colby Schmidt, and Mr. Nathan Skarhus. We would also like to put the following applicants on a one year eligible waiting list to be drawn from in case of any depletion of membership of the department. These applicants are Mr. Christopher Major, and Miss. Heidi Hulke. This list would be eligible from Jan 1,2016 through Dec 31,2016 and would be forwarded by recommendation to the council for hiring approval should need arise.

**Background**

The hiring committee consisting of Mr. Ronald D. Quade, Chief, Mr. Ron Neary Jr., Asst Chief, Mr. Scott Zuhlsdorf, Safety Officer, Mr. Tom Roessler Jr., Lieutenant 1, and Mr. Matt Ulman, Captain 11, held interviews with the applicants interested in a position of firefighter received through listing with the City offices. The interview process was held on the evenings of December 2, 2015 with the compliment of the Saint Peter Fire Department members finishing with physical testing on December 4, 2015. We received 6 applications of which 6 interviewed and did physical testing. Scores from the interview process leading to this recommendation are as follows; including the top 4 candidates recommended for hiring and the waiting list of 2, with the entire process packet of the interview process being handed in for filing to the City Administrators office.

<b>Candidates for Hire:</b>	<b>Score:</b>	<b>Candidates/Waiting List:</b>	<b>Score:</b>
1. Mr. Chad Menke	108.12	1. Mr. Christopher Major	93.62
2. Mr. Drew Link	106.41	2. Miss Heidi Hulke	88.53
3. Mr. Colby Schmidt	101.88		
4. Mr. Nathan Skarhus	99.47		

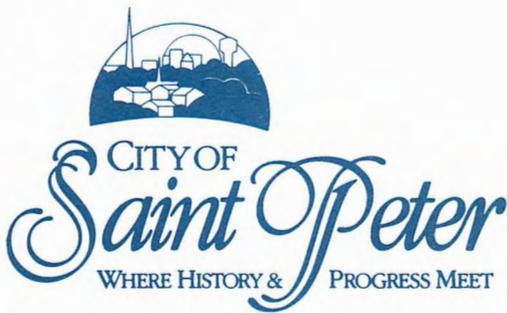
**Final Impact**

The hiring of the four candidates above will bring the compliment of firefighters to 36 active members. We will experience two retirements this year and one more possible which would leave our compliment low for responses on occasion. This will bring our response manpower up to a more acceptable level and with the additional approval of a waiting list will assure necessary manpower increases needed in the following year should there be any retirements, moves, etc. that could affect the company. This move is due to a one year period normally to bring new recruits online in a fire fighting capacity. Thank you for your consideration.

Respectfully:

*Ronald D. Quade*

Ronald D. Quade  
 Fire Chief



## Memorandum

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

**DATE:** 12/9/2015

**FROM:** Todd Prafke  
City Administrator

**RE:** Surplus Property Declaration

### **ACTION/RECOMMENDATION**

Provide surplus property declaration for certain office equipment.

### **BACKGROUND**

The City has been accumulating several pieces of office equipment that is damaged or for which we no longer have a need. I recommend the following items be declared as surplus and staff be authorized to dispose of the equipment either through public sale or disposal as provided for in the City Code:

- 8 upholstered office desk chairs
- 1 filing cabinet with built in safe
- 1 sorter style filing cabinet
- 25 metal chairs with upholstered back/seats
- 3 four-drawer metal filing cabinets
- 1 five-drawer metal lateral filing cabinet
- 2 tax record filing units and metal stand
- 10 conference room chairs

### **FISCAL IMPACT:**

Any revenues received from sale of the equipment will be returned to the General Fund.

### **ALTERNATIVES/VARIATIONS:**

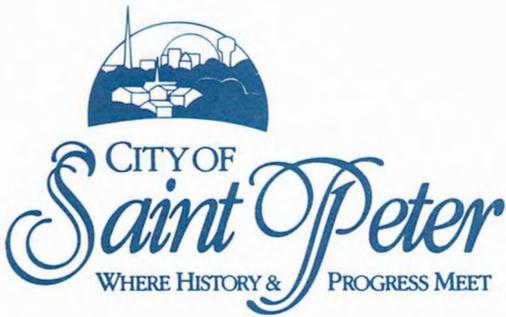
Do Not Act: No further action will be taken.

Denial: No further action will be taken.

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

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

TP/bal



## Memorandum

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

**DATE:** 12/9/2015

**FROM:** Todd Prafke  
City Administrator

**RE:** Advisory Board Reappointments

### **ACTION/RECOMMENDATION**

Provide for reappointment of several advisory board and commission members.

### **BACKGROUND**

Mayor Strand has recommended the reappointment of the following individuals to the boards indicated for the terms indicated:

#### **ECONOMIC DEVELOPMENT AUTHORITY**

Corey Abels (2016-2020)

#### **HERITAGE PRESERVATION COMMISSION**

Loren Sundboom (2016-2018)

#### **HOSPITAL COMMISSION**

H. Stuart Johnson (2016-2020)

#### **PARKS AND RECREATION ADVISORY BOARD**

Mike Meffert (2016-2018)

#### **PLANNING AND ZONING COMMISSION**

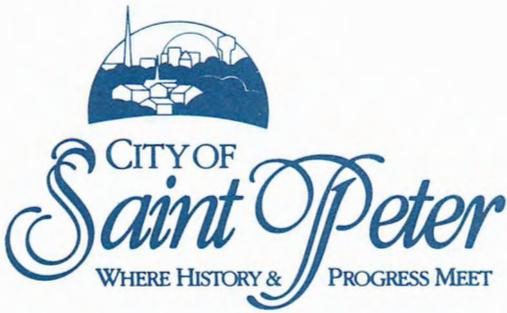
Joseph Urban (2016-2018)

#### **TOURISM BOARD (2016-2018)**

Bob Sandeen (2016-2018)

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

TP/bal



## Memorandum

To: Todd Prafke  
City Administrator

Date: December 10, 2015

Fr: Cindy Moulton *Cindy*  
Administrative Secretary

Re: License Renewals

### **ACTION/RECOMMENDATION**

Provide approval of licenses.

### **BACKGROUND**

The City has received several license applications for City Council approval.

Several businesses have submitted license applications in order to renew their Soft Drink, Tobacco, Amusement/Mechanical Device, Juke Box, Show, Dance, or Solid Waste Hauler permits. The licensing period will be January 1, 2016 – December 31, 2016.

Please place these items on the December 14, 2015 City Council consent agenda.

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AFFILIATED CREDIT SERVICES	nov. collections	ELECTRIC FUND	CUSTOMER ACCOUNTS	29.45
			TOTAL:	29.45
AG SPRAY EQUIPMENT	#207 elbows	GENERAL FUND	STREETS	28.26
			TOTAL:	28.26
ALEX AIR APPARATUS, INC	scba air compressor annal	GENERAL FUND	FIRE	115.00
			TOTAL:	115.00
ALPHA WIRELESS COMMUNICATIONS CO	pager cases	GENERAL FUND	FIRE	61.20
	technical service on trans	TRANSIT	TRANSIT/TRANSPORTATION	315.69
			TOTAL:	376.89
AMAZON	ink cartridges	GENERAL FUND	POLICE	228.97
	ink cartridge	GENERAL FUND	STREETS	24.00
	ink cartridge	GENERAL FUND	PARKS	19.20
	library materials	LIBRARY FUND	LIBRARY	193.36
	cricut cutting machine	LIBRARY FUND	LIBRARY	69.68
	cricut cutting machine	LIBRARY FUND	LIBRARY	249.52
	library materials	LIBRARY FUND	LIBRARY	0.55-
	cable	PUBLIC ACCESS	PUBLIC ACCESS	6.75
	dvd storage cases	PUBLIC ACCESS	PUBLIC ACCESS	18.59
	ink cartridge	WATER	ADMIN AND GENERAL	9.60
	ink cartridges	WATER	CUSTOMER ACCOUNTS	27.75
	ink cartridge	WASTE WATER FUND	ADMIN AND GENERAL	9.60
	ink cartridges	WASTE WATER FUND	CUSTOMER ACCOUNTS	27.75
	ink cartridge	ENVIRON SERVICES F	ADMIN AND GENERAL	9.60
	ink cartridges	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	27.75
	ink cartridge	ELECTRIC FUND	ADMIN AND GENERAL	24.00
	ink cartridges	ELECTRIC FUND	CUSTOMER ACCOUNTS	27.75
	paw pet supplies	RESTRICTED CONTRIB	COMMUNITY SERVICE	127.86
	prizes for halloween fun r	RESTRICTED CONTRIB	RECREATION/LEISURE SER	344.88
	youth center supplies	YOUTH CENTER GRANT	YOUTH CENTER	40.45
			TOTAL:	1,486.51
AMERICAN PAYMENT CENTERS	qtrly drop box rent	WATER	CUSTOMER ACCOUNTS	19.50
	qtrly drop box rent	WASTE WATER FUND	CUSTOMER ACCOUNTS	19.50
	qtrly drop box rent	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	19.50
	qtrly drop box rent	ELECTRIC FUND	CUSTOMER ACCOUNTS	19.50
			TOTAL:	78.00
ARROW ACE HARDWARE INC	shovels, bulbs, and stain	GENERAL FUND	MUNICIPAL BUILDING	120.56
	bulb, receptacle, sandpape	GENERAL FUND	FIRE	40.69
	monitor box wood, tree sta	GENERAL FUND	STREETS	6.47
	sprayers	GENERAL FUND	STREETS	27.99
	Cmas lights, bolts, filter	GENERAL FUND	PARKS	830.76
	anti freeze, dist water	GENERAL FUND	PARKS	51.87
	monitor box wood, tree sta	GENERAL FUND	PARKS	6.47
	ice melt	LIBRARY FUND	LIBRARY	20.40
	ice melt	COMMUNITY CENTER	COMMUNITY CENTER	20.41
	cleaner	COMMUNITY CENTER	COMMUNITY CENTER	21.58
	monitor box wood, tree sta	WATER	DISTRIBUTION AND STORA	3.23
	paint	WATER	DISTRIBUTION AND STORA	4.59
	bolts	WASTE WATER FUND	COLLECTOR/LIFT STAT	0.30
	monitor box wood, tree sta	WASTE WATER FUND	SOURCE/TREATMENT	3.23
	monitor box wood, tree sta	ENVIRON SERVICES F	REFUSE DISPOSAL	3.23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	brush cutter & stihl parts	ENVIRON SERVICES F	REFUSE DISPOSAL	39.22
	propane cylinder	ELECTRIC FUND	POWER DISTRIBUTION	10.77
	monitor box wood, tree sta	ELECTRIC FUND	POWER DISTRIBUTION	6.47
	monitor box wood, tree sta	STORMWATER FUND	TREATMENT	3.23
			TOTAL:	1,221.47
ATLAS COPCO COMPRESSORS LLC	cooler cleaning	WASTE WATER FUND	SOURCE/TREATMENT	1,091.00
	cooler cleaning	WASTE WATER FUND	SOURCE/TREATMENT	1,091.00
			TOTAL:	2,182.00
BARNES & NOBLE INC	non-fiction books	LIBRARY FUND	LIBRARY	340.05
			TOTAL:	340.05
BATTERIES PLUS	portable flashlight batter	GENERAL FUND	FIRE	33.94
			TOTAL:	33.94
BGMN, INC	motor oil additive, fuel s	GENERAL FUND	STREETS	33.35
	motor oil additive, fuel s	GENERAL FUND	PARKS	33.35
	motor oil additive, fuel s	WATER	DISTRIBUTION AND STORA	16.68
	motor oil additive, fuel s	WASTE WATER FUND	SOURCE/TREATMENT	16.68
	motor oil additive, fuel s	ENVIRON SERVICES F	REFUSE DISPOSAL	16.68
	motor oil additive, fuel s	ELECTRIC FUND	POWER DISTRIBUTION	33.35
	motor oil additive, fuel s	STORMWATER FUND	TREATMENT	16.66
			TOTAL:	166.75
BME LAB & SCIENCE	annual temp equip. inspect	WASTE WATER FUND	SOURCE/TREATMENT	840.00
			TOTAL:	840.00
BOBCAT OF MANKATO	#908 muffler/ gasket	GENERAL FUND	PARKS	415.54
	#908 alternator belt	GENERAL FUND	PARKS	227.23
			TOTAL:	642.77
BOLTON & MENK INC	CAD drawing gardner/bdwy r	GENERAL FUND	STREETS	260.00
	halletts pond trail	GENERAL FUND	PARKS	130.00
	housing parcel map	HOUSING DISTRICT #	ECONOMIC DEVMT	1,440.00
	new high school	WATER	CAPITAL-WATER DISTRIBU	455.00
	school w/ww drawings	WATER	CAPITAL-WATER DISTRIBU	422.50
	wtf roofing	WATER	PURIFICATION AND TREAT	7,500.00
	new high school	WASTE WATER FUND	CAPITAL-COLLECTOR SYST	455.00
	school w/ww drawings	WASTE WATER FUND	CAPITAL-COLLECTOR SYST	422.50
	new high school	STORMWATER FUND	CAPITAL-COLL SYS/LIFT	455.00
	sw files to Barr Eng.	STORMWATER FUND	CAPITAL-COLL SYS/LIFT	330.00
			TOTAL:	11,870.00
BORDER STATES ELECTRIC SUPPLY	#740 4/0 connector system	ELECTRIC FUND	NON-DEPARTMENTAL	571.25
			TOTAL:	571.25
C & S SUPPLY CO INC	boots olmanson	GENERAL FUND	STREETS	214.12
	uniform allow holland	GENERAL FUND	PARKS	175.96
	ice melt spreader replacem	LIBRARY FUND	LIBRARY	64.50
	ice melt spreader replacem	COMMUNITY CENTER	COMMUNITY CENTER	257.99
	boots zabel	WASTE WATER FUND	ADMIN AND GENERAL	126.86
	rammer	ENVIRON SERVICES F	REFUSE DISPOSAL	74.99
			TOTAL:	914.42
CARQUEST AUTO PARTS STORES	#556 butt connector/ batte	GENERAL FUND	STREETS	107.72

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	#106 wiper blades	WATER	DISTRIBUTION AND STORA	29.40
	#473 switch	ENVIRON SERVICES F	REFUSE DISPOSAL	8.32
	#66 shock, nut	ELECTRIC FUND	POWER DISTRIBUTION	132.50
			TOTAL:	277.94
CENTERPOINT ENERGY MINNEGASCO	gas bill	GENERAL FUND	FIRE	98.17
	gas bill	GENERAL FUND	STREETS	61.86
	gas bill	GENERAL FUND	SWIMMING POOL	45.43
	gas bill	GENERAL FUND	PARKS	49.49
	gas bill	LIBRARY FUND	LIBRARY	765.85
	gas bill	COMMUNITY CENTER	COMMUNITY CENTER	1,975.99
	gas bill	WATER	PURIFICATION AND TREAT	437.39
	gas bill	WATER	PURIFICATION AND TREAT	32.46
	gas bill	WATER	ADMIN AND GENERAL	24.74
	gas bill	WASTE WATER FUND	COLLECTOR/LIFT STAT	15.85
	gas bill	WASTE WATER FUND	SOURCE/TREATMENT	636.63
	gas bill	WASTE WATER FUND	ADMIN AND GENERAL	24.74
	gas bill	ENVIRON SERVICES F	ADMIN AND GENERAL	24.74
	gas bill	ELECTRIC FUND	ADMIN AND GENERAL	61.86
			TOTAL:	4,255.20
CENTRAL FIRE PROTECTION INC	annual inspection/ mainten	GENERAL FUND	MUNICIPAL BUILDING	45.50
	annual inspection/ mainten	GENERAL FUND	POLICE	98.00
	annual inspection/ mainten	GENERAL FUND	FIRE	91.50
	annual inspection/ mainten	GENERAL FUND	STREETS	61.88
	annual inspection/ mainten	GENERAL FUND	STREETS	197.00
	annual inspection/ mainten	GENERAL FUND	PARKS	49.50
	annual inspection/ mainten	GENERAL FUND	PARKS	118.00
	annual inspection/ mainten	LIBRARY FUND	LIBRARY	24.50
	annual inspection/ mainten	COMMUNITY CENTER	COMMUNITY CENTER	101.50
	annual inspection/ mainten	WATER	ADMIN AND GENERAL	24.75
	annual inspection/ mainten	WATER	ADMIN AND GENERAL	149.00
	annual inspection/ mainten	WATER	ADMIN AND GENERAL	142.00
	annual inspection/ mainten	WASTE WATER FUND	ADMIN AND GENERAL	24.75
	annual inspection/ mainten	WASTE WATER FUND	ADMIN AND GENERAL	59.50
	annual inspection/ mainten	WASTE WATER FUND	ADMIN AND GENERAL	399.00
	annual inspection/ mainten	ENVIRON SERVICES F	ADMIN AND GENERAL	24.74
	annual inspection/ mainten	ENVIRON SERVICES F	ADMIN AND GENERAL	32.50
	annual inspection/ mainten	ELECTRIC FUND	ADMIN AND GENERAL	61.88
	annual inspection/ mainten	ELECTRIC FUND	ADMIN AND GENERAL	162.50
	annual inspection/ mainten	STORMWATER FUND	ADMINISTRATION AND GEN	40.50
	annual inspection/ mainten	TRANSIT	TRANSIT/TRANSPORTATION	34.00
			TOTAL:	1,942.50
CHARD TILING & EXCAVATING	est. #1 traverse rd	WATER	CAPITAL-WATER DISTRIBU	93,045.09
	est #1 gardner rd water	WATER	CAPITAL-WATER DISTRIBU	168,888.75
	est. #1 traverse rd	WASTE WATER FUND	CAPITAL-COLLECTOR SYST	98,972.24
			TOTAL:	360,906.08
CINTAS CORPORATION #754	CINTAS CORPORATION #754	GENERAL FUND	STREETS	1.13
	uniform cleaning & shop to	GENERAL FUND	PARKS	1.13
	uniform cleaning & shop to	WATER	DISTRIBUTION AND STORA	0.57
	uniform cleaning & shop to	WASTE WATER FUND	SOURCE/TREATMENT	0.57
	uniform cleaning & shop to	ENVIRON SERVICES F	REFUSE DISPOSAL	0.57
	CINTAS CORPORATION #754	ELECTRIC FUND	POWER DISTRIBUTION	1.13
	uniform cleaning & shop to	ELECTRIC FUND	ADMIN AND GENERAL	659.25

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	uniform cleaning & shop to	STORMWATER FUND	TREATMENT	0.55
			TOTAL:	664.90
CINTAS FIRST AID & SAFETY	safety cabinet	GENERAL FUND	STREETS	5.67
	first aid supplies	GENERAL FUND	RECREATION/LEISURE SER	22.83
	safety cabinet	GENERAL FUND	PARKS	4.54
	first aid supplies	LIBRARY FUND	LIBRARY	5.54
	first aid supplies	COMMUNITY CENTER	COMMUNITY CENTER	8.35
	safety cabinet	WATER	ADMIN AND GENERAL	2.27
	safety cabinet	WASTE WATER FUND	ADMIN AND GENERAL	2.27
	safety cabinet	ENVIRON SERVICES F	ADMIN AND GENERAL	2.27
	safety cabinet	ELECTRIC FUND	ADMIN AND GENERAL	5.67
			TOTAL:	59.41
CITY OF MANKATO	annual cost for mdc's	GENERAL FUND	POLICE	800.00
	shared records system expe	GENERAL FUND	POLICE	6,711.00
			TOTAL:	7,511.00
COALITION OF GREATER MN CITIES	cgmc fall conference in al	GENERAL FUND	MAYOR & COUNCIL	330.00
			TOTAL:	330.00
COLE PAPERS INC	rugs	GENERAL FUND	MUNICIPAL BUILDING	870.81
	cleaner & sanitizer wipes	GENERAL FUND	MUNICIPAL BUILDING	44.02
	forks	GENERAL FUND	STREETS	17.10
	bowl cleaner	GENERAL FUND	STREETS	11.92
	forks	GENERAL FUND	PARKS	17.10
	bowl cleaner	GENERAL FUND	PARKS	11.92
	cleaning supplies	LIBRARY FUND	LIBRARY	158.80
	cleaner & sanitizer wipes	COMMUNITY CENTER	COMMUNITY CENTER	59.13
	cleaning supplies	COMMUNITY CENTER	COMMUNITY CENTER	635.24
	waterborne finish & woven	COMMUNITY CENTER	COMMUNITY CENTER	2,775.28
	forks	WATER	DISTRIBUTION AND STORA	8.55
	bowl cleaner	WATER	DISTRIBUTION AND STORA	5.96
	forks	WASTE WATER FUND	SOURCE/TREATMENT	8.55
	bowl cleaner	WASTE WATER FUND	SOURCE/TREATMENT	5.96
	forks	ENVIRON SERVICES F	REFUSE DISPOSAL	8.55
	bowl cleaner	ENVIRON SERVICES F	REFUSE DISPOSAL	5.96
	forks	ELECTRIC FUND	POWER DISTRIBUTION	17.10
	bowl cleaner	ELECTRIC FUND	POWER DISTRIBUTION	11.92
	forks	STORMWATER FUND	TREATMENT	8.55
	bowl cleaner	STORMWATER FUND	TREATMENT	5.95
			TOTAL:	4,688.37
COURT SPORTS AND MORE	uniform allow. dave g.	GENERAL FUND	PUBLIC WORKS ADMIN	75.00
	uniform allow matt	GENERAL FUND	STREETS	117.00
	uniform allow. todd	GENERAL FUND	PARKS	151.00
	uniform allow. scott	GENERAL FUND	PARKS	251.00
	uniform allow. mike	GENERAL FUND	PARKS	40.00
	uniform allow. curtis	WATER	ADMIN AND GENERAL	134.00
	uniform allow terry	WATER	ADMIN AND GENERAL	169.00
	uniform allow dan	ENVIRON SERVICES F	ADMIN AND GENERAL	120.00
	uniform	STORMWATER FUND	ADMINISTRATION AND GEN	190.00
			TOTAL:	1,247.00
CREATIVE AD SOLUTIONS	recognition clock	GENERAL FUND	MAYOR & COUNCIL	15.00
	city logo in appreciation	GENERAL FUND	MAYOR & COUNCIL	15.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	30.00
CREDIT RIVER TOOLS	7pc metric hex set	GENERAL FUND	STREETS	21.42
	7pc metric hex set	GENERAL FUND	PARKS	21.42
	7pc metric hex set	WATER	DISTRIBUTION AND STORA	10.71
	7pc metric hex set	WASTE WATER FUND	SOURCE/TREATMENT	10.71
	7pc metric hex set	ENVIRON SERVICES F	REFUSE DISPOSAL	10.71
	7pc metric hex set	ELECTRIC FUND	POWER DISTRIBUTION	21.42
	7pc metric hex set	STORMWATER FUND	TREATMENT	10.71
			TOTAL:	107.10
CRYSTAL LAWN, INC	fall shut down gault park	GENERAL FUND	PARKS	220.00
			TOTAL:	220.00
CUSTOM FIRE APPARATUS, INC.	pump panel #512	GENERAL FUND	FIRE	87.04
			TOTAL:	87.04
DGR ENGINEERING	msh switch dist/design mat	ELECTRIC FUND	CAPITAL-DISTRIBUTION S	136.50
			TOTAL:	136.50
DIAMOND VOGEL PAINTS	traffic paint	GENERAL FUND	STREETS	301.40
			TOTAL:	301.40
EMERGENCY RESPONSE SOLUTIONS	voice amp #39	GENERAL FUND	FIRE	389.07
	#512 storz	GENERAL FUND	FIRE	176.87
			TOTAL:	565.94
FASTENAL COMPANY	battery	GENERAL FUND	FIRE	6.97
	safety glasses	GENERAL FUND	STREETS	8.30
	cable ties	GENERAL FUND	STREETS	2.45
	cable ties	GENERAL FUND	STREETS	2.10
	pw bldg bulbs	GENERAL FUND	STREETS	44.55
	cable ties	GENERAL FUND	STREETS	34.42
	safety glasses	GENERAL FUND	PARKS	6.64
	cable ties	GENERAL FUND	PARKS	2.45
	cable ties	GENERAL FUND	PARKS	2.10
	pw bldg bulbs	GENERAL FUND	PARKS	35.64
	cable ties	GENERAL FUND	PARKS	34.42
	cable ties	WATER	DISTRIBUTION AND STORA	1.22
	cable ties	WATER	DISTRIBUTION AND STORA	1.05
	cable ties	WATER	DISTRIBUTION AND STORA	17.21
	safety glasses	WATER	ADMIN AND GENERAL	3.32
	pw bldg bulbs	WATER	ADMIN AND GENERAL	17.82
	bolt	WASTE WATER FUND	COLLECTOR/LIFT STAT	4.97
	pressure value fluid	WASTE WATER FUND	SOURCE/TREATMENT	20.30
	cable ties	WASTE WATER FUND	SOURCE/TREATMENT	1.22
	cable ties	WASTE WATER FUND	SOURCE/TREATMENT	1.05
	cable ties	WASTE WATER FUND	SOURCE/TREATMENT	17.21
	safety glasses	WASTE WATER FUND	ADMIN AND GENERAL	3.32
	pw bldg bulbs	WASTE WATER FUND	ADMIN AND GENERAL	17.82
	cable ties	ENVIRON SERVICES F	REFUSE DISPOSAL	1.22
	cable ties	ENVIRON SERVICES F	REFUSE DISPOSAL	1.05
	cable ties	ENVIRON SERVICES F	REFUSE DISPOSAL	17.21
	safety glasses	ENVIRON SERVICES F	ADMIN AND GENERAL	3.33
	pw bldg bulbs	ENVIRON SERVICES F	ADMIN AND GENERAL	17.82
	cable ties	ELECTRIC FUND	POWER DISTRIBUTION	2.45

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	cable ties	ELECTRIC FUND	POWER DISTRIBUTION	2.10
	fuses	ELECTRIC FUND	POWER DISTRIBUTION	27.30
	cable ties	ELECTRIC FUND	POWER DISTRIBUTION	34.42
	safety glasses	ELECTRIC FUND	ADMIN AND GENERAL	8.30
	pw bldg bulbs	ELECTRIC FUND	ADMIN AND GENERAL	44.55
	cable ties	STORMWATER FUND	TREATMENT	1.23
	cable ties	STORMWATER FUND	TREATMENT	1.04
	cable ties	STORMWATER FUND	TREATMENT	17.21
	masonry drill	STORMWATER FUND	TREATMENT	5.93
			TOTAL:	471.71
FEDEX	vista view conduit note	GENERAL FUND	FINANCE	25.84
			TOTAL:	25.84
TIM FISCHER	steel toe boots	COMMUNITY CENTER	COMMUNITY CENTER	180.00
			TOTAL:	180.00
FREEDOM VALUE CENTERS, INC.	fuel	GENERAL FUND	POLICE	66.17
	nov fuel	WASTE WATER FUND	SOURCE/TREATMENT	73.06
	fuel	TRANSIT	TRANSIT/TRANSPORTATION	2,039.17
			TOTAL:	2,178.40
GALLS INC	uniform	GENERAL FUND	POLICE	76.34
			TOTAL:	76.34
GELDNER UNDERGROUND, INC.	traverse rd/ don wilde bor	WASTE WATER FUND	CAPITAL-COLLECTOR SYST	5,900.00
			TOTAL:	5,900.00
GENESIS	nov. fuel	GENERAL FUND	FIRE	182.17
	nov. fuel	GENERAL FUND	STREETS	1,448.37
	nov. fuel	GENERAL FUND	PARKS	86.67
	nov. fuel	WASTE WATER FUND	COLLECTOR/LIFT STAT	103.47
	nov. fuel	ENVIRON SERVICES F	REFUSE DISPOSAL	1,031.49
	nov. fuel	ELECTRIC FUND	POWER DISTRIBUTION	157.59
			TOTAL:	3,009.76
GOPHER SPORT	indoor pickle-ball equipme	GENERAL FUND	RECREATION/LEISURE SER	39.72
			TOTAL:	39.72
GRAYMONT WESTERN LIME INC.	quicklime	WASTE WATER FUND	BIOSOLIDS	4,439.74
			TOTAL:	4,439.74
GUSTAVUS ADOLPHUS COLLEGE-DINING	wellness lunch	RESTRICTED CONTRIB	NON-DEPARTMENTAL	363.38
			TOTAL:	363.38
HACH COMPANY	lab chemicals	WASTE WATER FUND	SOURCE/TREATMENT	469.38
	lab chemicals	WASTE WATER FUND	SOURCE/TREATMENT	422.00
	lab supplies	WASTE WATER FUND	SOURCE/TREATMENT	48.95
			TOTAL:	940.33
HAWKINS, INC.	caustic sode & chlorine ga	WATER	PURIFICATION AND TREAT	1,788.00
	sulfuric acid	WASTE WATER FUND	SOURCE/TREATMENT	295.40
			TOTAL:	2,083.40
HOLIDAY COMMERCIAL	fuel	GENERAL FUND	POLICE	196.38
	fuel	GENERAL FUND	BUILDING INSPECTOR	65.98

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	fuel	GENERAL FUND	STREETS	331.59
	fuel	GENERAL FUND	PARKS	236.96
	fuel	WATER	SOURCE OF SUPPLY	28.32
	fuel	WATER	PURIFICATION AND TREAT	42.48
	fuel	WATER	DISTRIBUTION AND STORA	212.40
	fuel	WATER	CUSTOMER ACCOUNTS	4.63
	fuel	WATER	CUSTOMER ACCOUNTS	37.69
	fuel	WASTE WATER FUND	CUSTOMER ACCOUNTS	4.63
	fuel	WASTE WATER FUND	CUSTOMER ACCOUNTS	37.69
	fuel	ENVIRON SERVICES F	REFUSE DISPOSAL	74.40
	fuel	ELECTRIC FUND	POWER DISTRIBUTION	228.63
	fuel	ELECTRIC FUND	CUSTOMER ACCOUNTS	4.63
	fuel	ELECTRIC FUND	CUSTOMER ACCOUNTS	37.69
	fuel	STORMWATER FUND	TREATMENT	323.36
			TOTAL:	1,867.46
HYVEE FOOD STORE	floral	WATER	CUSTOMER ACCOUNTS	12.08
	floral	WASTE WATER FUND	CUSTOMER ACCOUNTS	12.08
	floral	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	12.08
	floral	ELECTRIC FUND	CUSTOMER ACCOUNTS	12.08
			TOTAL:	48.32
I & S GROUP	reroof & structural wall o	ELECTRIC FUND	CAPITAL-DISTRIBUTION S	500.00
			TOTAL:	500.00
INGRAM BOOK COMPANY	new library materials	LIBRARY FUND	LIBRARY	129.64
	new library materials	LIBRARY FUND	LIBRARY	223.91
			TOTAL:	353.55
JACKSON-HIRSH, INC.	laminating sheets	GENERAL FUND	STREETS	27.85
	laminating sheets	GENERAL FUND	PARKS	22.28
	laminating sheets	WATER	ADMIN AND GENERAL	11.14
	laminating sheets	WASTE WATER FUND	ADMIN AND GENERAL	11.14
	laminating sheets	ENVIRON SERVICES F	ADMIN AND GENERAL	11.12
	laminating sheets	ELECTRIC FUND	ADMIN AND GENERAL	27.85
			TOTAL:	111.38
JAVENS MECHANICAL CONTRACTING CO.	motor repair ahu	WATER	PURIFICATION AND TREAT	375.38
	boiler #1 pump repair	WATER	PURIFICATION AND TREAT	140.00
	discharge air sensor	WASTE WATER FUND	COLLECTOR/LIFT STAT	408.25
			TOTAL:	923.63
TERRY KAMM	pants	WATER	ADMIN AND GENERAL	26.99
			TOTAL:	26.99
KEEPRS, INC.	uniform pants	GENERAL FUND	POLICE	263.96
			TOTAL:	263.96
KENNEDY & GRAVEN	franchise renewal	PUBLIC ACCESS	PUBLIC ACCESS	43.75
			TOTAL:	43.75
KIND VETERINARY CLINIC PA	animal care	GENERAL FUND	COMMUNITY SERVICE	829.05
	paws animal care	RESTRICTED CONTRIB	NON-DEPARTMENTAL	500.00-
	paws animal care	RESTRICTED CONTRIB	COMMUNITY SERVICE	2,114.91
			TOTAL:	2,443.96

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
KWIK TRIP INC	fuel	GENERAL FUND	POLICE	885.74	
	nov. fuel	GENERAL FUND	BUILDING INSPECTOR	38.54	
	nov. fuel	GENERAL FUND	PARKS	53.63	
	fuel	TRANSIT	TRANSIT/TRANSPORTATION	<u>316.35</u>	
			TOTAL:	1,294.26	
LAGER'S INC	squad repairs	GENERAL FUND	POLICE	780.75	
	squad repair	GENERAL FUND	POLICE	<u>148.96</u>	
			TOTAL:	929.71	
LEXIS NEXIS	nov subscription fee	GENERAL FUND	POLICE	<u>100.00</u>	
			TOTAL:	100.00	
LIGHTHOUSE UNIFORM CO.	bugle cap badges, collar b	RESTRICTED CONTRIB	FIRE	<u>117.78</u>	
			TOTAL:	117.78	
LJP ENTERPRISES INC	sept. waste & recycle	COMMUNITY CENTER	COMMUNITY CENTER	444.46	
	nov. waste & recycle	COMMUNITY CENTER	COMMUNITY CENTER	444.46	
	sept. waste & recycle, mem	WATER	PURIFICATION AND TREAT	762.90	
	nov. waste & recycle	WATER	PURIFICATION AND TREAT	99.43	
	sept. waste & recycle	WASTE WATER FUND	SOURCE/TREATMENT	128.31	
	nov. waste & recycle	WASTE WATER FUND	SOURCE/TREATMENT	128.31	
	sept. waste & recycle	ENVIRON SERVICES F	REFUSE DISPOSAL	957.40	
	nov. waste & recycle	ENVIRON SERVICES F	REFUSE DISPOSAL	<u>689.37</u>	
			TOTAL:	3,654.64	
BARBARA A LUKER	2015 mileage	GENERAL FUND	CITY ADMINISTRATION	2.44	
	2015 mileage	GENERAL FUND	ELECTIONS	<u>29.39</u>	
			TOTAL:	31.83	
MACQUEEN EQUIPMENT INC	freight	GENERAL FUND	STREETS	13.21	
	8" scoop	WASTE WATER FUND	COLLECTOR/LIFT STAT	<u>90.91</u>	
			TOTAL:	104.12	
MARCO, INC.	copier maint.	GENERAL FUND	CITY ADMINISTRATION	21.20	
	copier maint.	GENERAL FUND	CITY CLERK	21.20	
	copier maint.	GENERAL FUND	FINANCE	14.13	
	copier maint.	GENERAL FUND	POLICE	11.31	
	copier maint.	GENERAL FUND	BUILDING INSPECTOR	5.65	
	copier maint.	GENERAL FUND	PUBLIC WORKS ADMIN	2.83	
	copier maint.	GENERAL FUND	ECONOMIC DEVMT	1.41	
	copier maint.	WATER	ADMIN AND GENERAL	12.72	
	copier maint.	WASTE WATER FUND	ADMIN AND GENERAL	12.73	
	copier maint.	ELECTRIC FUND	ADMIN AND GENERAL	<u>38.16</u>	
				TOTAL:	141.34
	MARY'S FLOWERS	flowers for funeral	GENERAL FUND	POLICE	<u>74.82</u>
			TOTAL:	74.82	
MENARDS	ergonomic monitor boxes	GENERAL FUND	STREETS	12.11	
	ergonomic monitor boxes	GENERAL FUND	PARKS	9.69	
	Cmas lights	GENERAL FUND	PARKS	180.82	
	sunrise tower bwtp copper,	WATER	PURIFICATION AND TREAT	148.71	
	hydrant bricks	WATER	DISTRIBUTION AND STORA	69.80	
	ergonomic monitor boxes	WATER	ADMIN AND GENERAL	4.85	
	ergonomic monitor boxes	WASTE WATER FUND	ADMIN AND GENERAL	4.85	

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	ergonomic monitor boxes	ENVIRON SERVICES F	ADMIN AND GENERAL	4.84
	ergonomic monitor boxes	ELECTRIC FUND	ADMIN AND GENERAL	<u>12.11</u>
			TOTAL:	447.78
METERING & TECHNOLOGY SOLUTIONS	meters: el jay plumbing	WASTE WATER FUND	NON-DEPARTMENTAL	<u>4,295.00</u>
			TOTAL:	4,295.00
METRO JANITORIAL SUPPLY INC.	ice melt and cleaning supp	LIBRARY FUND	LIBRARY	45.33
	ice melt and cleaning supp	COMMUNITY CENTER	COMMUNITY CENTER	181.32
	ice melt and cleaning supp	COMMUNITY CENTER	COMMUNITY CENTER	<u>396.41</u>
			TOTAL:	623.06
MEYER SIGNWORKS	signs for bike trail/ wht	GENERAL FUND	PARKS	25.00
	no parking signs	ELECTRIC FUND	POWER DISTRIBUTION	<u>20.00</u>
			TOTAL:	45.00
MISC VENDOR	ANNEXSTAD, BRETT	crop damage	PARK LAND DEDICATI	688.80
	BADGER GRAPHIC SYSTEMS	2015 w-2's & 1099's	FINANCE	120.85
	BADGER GRAPHIC SYSTEMS	2015 w-2's & 1099's	ADMIN AND GENERAL	30.21
	BADGER GRAPHIC SYSTEMS	2015 w-2's & 1099's	ADMIN AND GENERAL	30.21
	BADGER GRAPHIC SYSTEMS	2015 w-2's & 1099's	ADMIN AND GENERAL	30.22
	BADGER GRAPHIC SYSTEMS	2015 w-2's & 1099's	ADMIN AND GENERAL	30.21
	CHRISTENSEN, DANIEL	over paid rental registrat	NON-DEPARTMENTAL	88.00
	FIRE SAFETY U.S.A.	outlet cover #506	FIRE	40.00
	HANSEN, JESSICA	room reservation cancelled	NON-DEPARTMENTAL	55.78
	PANKRATZ, JOSEPH	carberator and labor	FIRE	286.00
	PANKRATZ, JOSEPH	spark plugs for w.s. knott	FIRE	85.00
	PETERSON, LYNDON	entertainment for senior d	SENIOR COORDINATOR	125.00
	PUBLIC SAFETY GROUP	class registration	POLICE	387.00
	TASER TRAINING ACADEMY	taser re-cert registration	NON-DEPARTMENTAL	200.00
	UNIMIN CORPORATION	2015 rent compost facility	REFUSE DISPOSAL	<u>500.00</u>
			TOTAL:	2,697.28
MN DEPT OF LABOR & INDUSTRY	mn dept of labor	GENERAL FUND	BUILDING INSPECTOR	<u>903.27</u>
			TOTAL:	903.27
MN DEPT OF TRANSPORTATION	hwy 22 bridge street light	ELECTRIC FUND	CAPITAL-GENERAL PLANT	<u>12,068.30</u>
			TOTAL:	12,068.30
MN MUNICIPAL UTILITIES ASSOCIATION	pre-emp testing	WASTE WATER FUND	ADMIN AND GENERAL	35.50
	dot drug test	TRANSIT	TRANSIT/TRANSPORTATION	<u>142.00</u>
			TOTAL:	177.50
MN PIPE & EQUIPMENT	hydrant maintenance	WATER	DISTRIBUTION AND STORA	443.65
	#820, 821, 822 4" pue	WASTE WATER FUND	NON-DEPARTMENTAL	105.80
	4" pipe	WASTE WATER FUND	CAPITAL-COLLECTOR SYST	754.50
	#820 coupling (35660 trav)	WASTE WATER FUND	CAPITAL-COLLECTOR SYST	<u>7.42</u>
			TOTAL:	1,311.37
MN SOUTH CENTRAL INVESTIGATORS COALITI	class registrastration	GENERAL FUND	NON-DEPARTMENTAL	150.00
	class registration	GENERAL FUND	NON-DEPARTMENTAL	<u>375.00</u>
			TOTAL:	525.00
MN WASTE PROCESSING	nov disposal	ENVIRON SERVICES F	REFUSE DISPOSAL	<u>15,961.88</u>
			TOTAL:	15,961.88

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PETE MOULTON	mileage 11/9-11/20	GENERAL FUND	PUBLIC WORKS ADMIN	118.46
	mileage 11/9-11/20	GENERAL FUND	PARKS	9.77
	mileage 11/9-11/20	WATER	ADMIN AND GENERAL	8.05
	mileage 11/9-11/20	WASTE WATER FUND	ADMIN AND GENERAL	25.29
	mileage 11/9-11/20	ELECTRIC FUND	ADMIN AND GENERAL	92.58
	mileage 11/9-11/20	STORMWATER FUND	ADMINISTRATION AND GEN	42.55
			TOTAL:	296.70
MVTL LABORATORIES INC	wwtf testing	WASTE WATER FUND	SOURCE/TREATMENT	53.00
	wwtf testing	WASTE WATER FUND	SOURCE/TREATMENT	53.00
	wwtf testing	WASTE WATER FUND	SOURCE/TREATMENT	53.00
	wwtf testing	WASTE WATER FUND	SOURCE/TREATMENT	53.00
	testing	WASTE WATER FUND	SOURCE/TREATMENT	68.00
	wwtf testing	WASTE WATER FUND	SOURCE/TREATMENT	68.00
	wwtf nitrogen study	WASTE WATER FUND	SOURCE/TREATMENT	77.00
	wwtf nitrogen study testin	WASTE WATER FUND	SOURCE/TREATMENT	77.00
	wwtf testing	WASTE WATER FUND	SOURCE/TREATMENT	68.00
	wwtf salty discharge testi	WASTE WATER FUND	SOURCE/TREATMENT	150.00
	hwe salty discharge testin	WASTE WATER FUND	SOURCE/TREATMENT	150.00
	testing	WASTE WATER FUND	SOURCE/TREATMENT	41.00
	wwtf testing	WASTE WATER FUND	SOURCE/TREATMENT	68.00
	wwtf hg testing	WASTE WATER FUND	SOURCE/TREATMENT	334.75
	wwtf testing	WASTE WATER FUND	SOURCE/TREATMENT	68.00
	wwtf testing	WASTE WATER FUND	SOURCE/TREATMENT	68.00
	wwtf testing	WASTE WATER FUND	SOURCE/TREATMENT	68.00
	wwtf testing	WASTE WATER FUND	SOURCE/TREATMENT	68.00
	wwtf testing	WASTE WATER FUND	SOURCE/TREATMENT	68.00
	wwtf testing	WASTE WATER FUND	SOURCE/TREATMENT	68.00
	wwtf testing	WASTE WATER FUND	SOURCE/TREATMENT	68.00
			TOTAL:	1,721.75
NAPA AUTO PARTS OF ST PETER	washer fluid	GENERAL FUND	POLICE	14.34
	tpms sensor	GENERAL FUND	POLICE	107.50
	battery, glue, and alterna	GENERAL FUND	FIRE	173.65
	generators tune up, oil fi	GENERAL FUND	FIRE	75.99
	filter	GENERAL FUND	BUILDING INSPECTOR	5.58
	cleaner, switch	GENERAL FUND	STREETS	21.55
	filters, air filter, start	GENERAL FUND	STREETS	164.28
	cleaner, switch	GENERAL FUND	PARKS	21.55
	sway bar repair kit, air f	GENERAL FUND	PARKS	523.55
	cleaner, switch	WATER	DISTRIBUTION AND STORA	10.78
	cleaner, switch	WASTE WATER FUND	SOURCE/TREATMENT	10.78
	cleaner, switch	ENVIRON SERVICES F	REFUSE DISPOSAL	10.78
	switch	ENVIRON SERVICES F	REFUSE DISPOSAL	12.90
	cleaner, switch	ELECTRIC FUND	POWER DISTRIBUTION	21.55
	filter	ELECTRIC FUND	POWER DISTRIBUTION	58.28
	cleaner, switch	STORMWATER FUND	TREATMENT	10.77
	tail light, wheel check, b	TRANSIT	TRANSIT/TRANSPORTATION	292.85
			TOTAL:	1,536.68
NELSON PRINTING COMPANY	business cards	GENERAL FUND	CITY ADMINISTRATION	48.00
	office supplies	GENERAL FUND	POLICE	6.46
	printing for senate bondin	GENERAL FUND	ECONOMIC DEVMT	56.00
	ups	WATER	ADMIN AND GENERAL	60.88
	meter reading cards	WATER	CUSTOMER ACCOUNTS	20.09
	ups	WASTE WATER FUND	ADMIN AND GENERAL	3.49-
	meter reading cards	WASTE WATER FUND	CUSTOMER ACCOUNTS	20.09

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	meter reading cards	ELECTRIC FUND	CUSTOMER ACCOUNTS	20.09
	calander	ELECTRIC FUND	CUSTOMER ACCOUNTS	<u>10.92</u>
			TOTAL:	239.04
NEW ULM QUARTZITE QUARRIES	seal coat chips	GENERAL FUND	STREETS	3,988.51
	seal coat chips	GENERAL FUND	STREETS	986.83
	seal coat chips	GENERAL FUND	STREETS	<u>1,116.09</u>
			TOTAL:	6,091.43
NICOLLET COUNTY RECORDER/ABTRACTER	recording a plat	PARK LAND DEDICATI	PARKS	<u>102.00</u>
			TOTAL:	102.00
NIELSEN CONCRETE	edgerton curb & gutter	GENERAL FUND	STREETS	231.00
	sioux ln & church st. curb	GENERAL FUND	STREETS	999.00
	elm & 5th concrete	WATER	DISTRIBUTION AND STORA	879.75
	4th & nassau concrete	WATER	DISTRIBUTION AND STORA	660.00
	3rd st concrete	WATER	DISTRIBUTION AND STORA	<u>630.00</u>
			TOTAL:	3,399.75
NORTH CENTRAL INTERNATIONAL	mud flaps	GENERAL FUND	STREETS	<u>43.02</u>
			TOTAL:	43.02
NUTTER CLOTHING CO	uniform costs	GENERAL FUND	POLICE	<u>63.00</u>
			TOTAL:	63.00
AL PASSON	snow blower repair	GENERAL FUND	MUNICIPAL BUILDING	<u>90.99</u>
			TOTAL:	90.99
QUICK MART ST PETER	fuel	GENERAL FUND	POLICE	475.17
	oct fuel	GENERAL FUND	FIRE	<u>172.61</u>
			TOTAL:	647.78
QUILL	ink cartridges	GENERAL FUND	BUILDING INSPECTOR	80.66
	ink cartridges	GENERAL FUND	STREETS	34.37
	ink cartridges	GENERAL FUND	PARKS	27.49
	ink cartridges	GENERAL FUND	ECONOMIC DEVMT	110.30
	ink cartridges	WATER	ADMIN AND GENERAL	13.75
	ink cartridges	WASTE WATER FUND	ADMIN AND GENERAL	13.75
	ink cartridges	ENVIRON SERVICES F	ADMIN AND GENERAL	13.74
	ink cartridges	ELECTRIC FUND	ADMIN AND GENERAL	34.37
	ink cartridges	TRANSIT	TRANSIT/TRANSPORTATION	<u>31.47</u>
			TOTAL:	359.90
RAMY TURF PRODUCTS	bales	GENERAL FUND	PARKS	26.20
	bales	STORMWATER FUND	TREATMENT	<u>104.80</u>
			TOTAL:	131.00
RED WING SHOE STORE	boots for mccarthy	GENERAL FUND	STREETS	191.24
	boots for mccarthy	COMMUNITY CENTER	COMMUNITY CENTER	<u>161.49-</u>
			TOTAL:	29.75
RESCO	msh switch bid memo	ELECTRIC FUND	CAPITAL-DISTRIBUTION S	<u>49,950.00</u>
			TOTAL:	49,950.00
RILEY-TANIS & ASSOCIATES, PLLC	land option	STORMWATER FUND	CAPITAL-TREATMENT SYST	<u>5,000.00</u>
			TOTAL:	5,000.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
RIVER'S EDGE HOSPITAL & CLINIC	medical vacc	WASTE WATER FUND	ADMIN AND GENERAL	232.00
			TOTAL:	232.00
ROYAL TIRE, INC	#207 tires	GENERAL FUND	STREETS	1,186.16
	tires transit	TRANSIT	TRANSIT/TRANSPORTATION	669.18
			TOTAL:	1,855.34
RYAN ELECTRIC OF ST PETER	load management meters	ELECTRIC FUND	CAPITAL-DISTRIBUTION S	236.36
	load mgt meters	ELECTRIC FUND	CAPITAL-DISTRIBUTION S	239.16
	load mgt	ELECTRIC FUND	CAPITAL-DISTRIBUTION S	358.74
	load mgt	ELECTRIC FUND	CAPITAL-DISTRIBUTION S	119.58
	load mgt meters	ELECTRIC FUND	CAPITAL-DISTRIBUTION S	476.19
	load mgt	ELECTRIC FUND	CAPITAL-DISTRIBUTION S	358.74
	load mgt	ELECTRIC FUND	CAPITAL-DISTRIBUTION S	472.91
	load mgt	ELECTRIC FUND	CAPITAL-DISTRIBUTION S	469.84
			TOTAL:	2,731.52
RYAN PLUMBING & HEATING	urinal repair	COMMUNITY CENTER	COMMUNITY CENTER	110.88
	traverse rd don wilde bori	WASTE WATER FUND	CAPITAL-COLLECTOR SYST	524.93
			TOTAL:	635.81
SOUTH CENTRAL COLLEGE	cvi recert	GENERAL FUND	PUBLIC WORKS ADMIN	90.00
			TOTAL:	90.00
SOUTHERN MN CONSTRUCTION CO INC	asphalt parkrow/ washingto	GENERAL FUND	STREETS	2,071.18
	gravel stockpile	WATER	ADMIN AND GENERAL	150.19
	gravel stockpile	WASTE WATER FUND	ADMIN AND GENERAL	150.19
	gravel stockpile	ENVIRON SERVICES F	ADMIN AND GENERAL	75.10
	gravel stockpile	ELECTRIC FUND	ADMIN AND GENERAL	375.48
			TOTAL:	2,822.14
SOUTHERN MN MUNICIPAL POWER AGENCY	smmpa purchased power	ELECTRIC FUND	POWER SUPPLY	532,240.14
			TOTAL:	532,240.14
SPRINT SOLUTIONS, INC.	phone bill	GENERAL FUND	FIRE	18.07
	phone bill	COMMUNITY CENTER	COMMUNITY CENTER	23.79
	phone bill	WATER	ADMIN AND GENERAL	39.99
	phone bill	WATER	ADMIN AND GENERAL	23.79
	phone bill	WASTE WATER FUND	ADMIN AND GENERAL	23.79
	phone bill	ELECTRIC FUND	ADMIN AND GENERAL	23.78
			TOTAL:	153.21
ST PETER HERALD	ord 23/ ord 24 modificatio	GENERAL FUND	CITY CLERK	599.60
	windsor pond easement vaca	GENERAL FUND	CITY CLERK	51.40
	election notices	GENERAL FUND	ELECTIONS	564.60
	payroll clerk ad	GENERAL FUND	FINANCE	80.00
	firefighter employment ad	GENERAL FUND	FIRE	120.60
	magner farm prelim plat	PARK LAND DEDICATI	PARKS	73.00
	hydrant flushing	WATER	ADMIN AND GENERAL	284.40
	assessment notice	WATER	ADMIN AND GENERAL	211.60
	traverse road sanitary bid	WASTE WATER FUND	CAPITAL-COLLECTOR SYST	51.40
	infrastructure tech employ	STORMWATER FUND	ADMINISTRATION AND GEN	136.40
	transit driver ad	TRANSIT	TRANSIT/TRANSPORTATION	57.40
			TOTAL:	2,230.40
ST PETER LUMBER CO	wood for chamber and shell	GENERAL FUND	PARKS	83.29

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	styro foam insulation	GENERAL FUND	PARKS	<u>19.60</u>
			TOTAL:	102.89
ST PETER WELL DRILLING, INC.	well #9 pump	WATER	SOURCE OF SUPPLY	<u>5,183.50</u>
			TOTAL:	5,183.50
STAPLES ADVANTAGE	binders	GENERAL FUND	STREETS	8.25
	binders	GENERAL FUND	PARKS	6.60
	binders	WATER	ADMIN AND GENERAL	3.30
	surge protector binders	WASTE WATER FUND	SOURCE/TREATMENT	76.68
	binders	WASTE WATER FUND	ADMIN AND GENERAL	3.30
	binders	ENVIRON SERVICES F	ADMIN AND GENERAL	3.29
	binders	ELECTRIC FUND	ADMIN AND GENERAL	<u>8.25</u>
			TOTAL:	109.67
STAR TRIBUNE	1yr renewal to star tribun	LIBRARY FUND	LIBRARY	<u>366.60</u>
			TOTAL:	366.60
TIMOTHY STRAND	cgmc fall conference	GENERAL FUND	MAYOR & COUNCIL	<u>473.00</u>
			TOTAL:	473.00
STREICHER'S	uniform	GENERAL FUND	POLICE	141.97
	uniform	GENERAL FUND	POLICE	<u>167.95</u>
			TOTAL:	309.92
SUMMIT FIRE PROTECTION	over payment for plumbing	GENERAL FUND	NON-DEPARTMENTAL	<u>9.00</u>
			TOTAL:	9.00
CURTIS THOMPSON	jeans	WATER	ADMIN AND GENERAL	53.98
	jeans from menards	WATER	ADMIN AND GENERAL	<u>53.98</u>
			TOTAL:	107.96
TIGERDIRECT.COM	new computer to replace ol	GENERAL FUND	FINANCE	443.72
	hard drive	GENERAL FUND	FINANCE	159.84
	ups	WATER	ADMIN AND GENERAL	<u>130.68</u>
			TOTAL:	734.24
JANE TIMMERMAN-PETTY CASH	library open house supplie	LIBRARY FUND	LIBRARY	7.96
	sent certified letter on 1	COMMUNITY CENTER	COMMUNITY CENTER	<u>6.74</u>
			TOTAL:	14.70
TIRE ASSOCIATES	align & rotate tires	TRANSIT	TRANSIT/TRANSPORTATION	<u>118.67</u>
			TOTAL:	118.67
US AUTO FORCE	tires for squads	GENERAL FUND	POLICE	<u>755.46</u>
			TOTAL:	755.46
US BANK	2010c agent fee	ELECTRIC FUND	ADMIN AND GENERAL	<u>450.00</u>
			TOTAL:	450.00
UTILITY CONSULTANTS, INC.	reimb-bt testing trav & ga	STORMWATER FUND	NON-DEPARTMENTAL	<u>63.00</u>
			TOTAL:	63.00
VALLEY ASPHALT PRODUCTS INC	winter mix	GENERAL FUND	STREETS	<u>1,355.40</u>
			TOTAL:	1,355.40

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
VERNON MANUFACTURING	bill acceptor repair	WATER	DISTRIBUTION AND STORA	150.00
			TOTAL:	150.00
VISA	hotel room for cgmc conf	GENERAL FUND	MAYOR & COUNCIL	100.93
	cables, conn heat/cool vie	GENERAL FUND	CITY ADMINISTRATION	106.70
	uniform	GENERAL FUND	POLICE	242.75
	tzd training	GENERAL FUND	POLICE	269.93
	fuel - training st cloud	GENERAL FUND	POLICE	48.02
	uniform	GENERAL FUND	POLICE	78.00
	pickleballs	GENERAL FUND	RECREATION/LEISURE SER	30.22
	rec supplies	GENERAL FUND	RECREATION/LEISURE SER	36.09
	bradley toilet tissue disp	GENERAL FUND	PARKS	49.34
	meal dev. corp monthly mtg	GENERAL FUND	ECONOMIC DEVMT	20.77
	ipad case, cricut accessor	LIBRARY FUND	LIBRARY	105.09
	books	LIBRARY FUND	LIBRARY	11.19
	lunch meeting	LIBRARY FUND	LIBRARY	14.51
	mn dnr- water supply plann	WATER	ADMIN AND GENERAL	46.00
	replacement cooling fan	WATER	ADMIN AND GENERAL	100.30
	boiler license renewal	WATER	ADMIN AND GENERAL	20.00
	gruhot &t. kamm boiler lic	WATER	ADMIN AND GENERAL	40.00
	literature-safety pruning	ENVIRON SERVICES F	ADMIN AND GENERAL	59.90
	appa 2016 legislative conf	ELECTRIC FUND	NON-DEPARTMENTAL	1,061.43
	mndot meeting	TRANSIT	TRANSIT/TRANSPORTATION	15.92
	fun run radio rent, banner	RESTRICTED CONTRIB	RECREATION/LEISURE SER	615.79
	youth center craft supplie	YOUTH CENTER GRANT	YOUTH CENTER	57.95
	youth center supplies	YOUTH CENTER GRANT	YOUTH CENTER	18.23
			TOTAL:	3,149.06
VON ESSEN TOWING	pd towing	GENERAL FUND	POLICE	575.00
	mount tires	GENERAL FUND	POLICE	132.00
			TOTAL:	707.00
VWR INTERNATIONAL	beakers	WASTE WATER FUND	SOURCE/TREATMENT	134.99
	ruber apron	WASTE WATER FUND	ADMIN AND GENERAL	13.90
			TOTAL:	148.89
WESCO DISTRIBUTION INC	#390 600amp corrections	ELECTRIC FUND	NON-DEPARTMENTAL	152.82
	hats w/ shields	ELECTRIC FUND	ADMIN AND GENERAL	747.14
			TOTAL:	899.96
WOLF MOTOR COMPANY, INC.	bus 141 front bumper	TRANSIT	TRANSIT/TRANSPORTATION	465.35
			TOTAL:	465.35
XCEL ENERGY	hwy 22 bridge lights	GENERAL FUND	STREETS	53.65
			TOTAL:	53.65
ZIEGLER INC	#408 door seal	GENERAL FUND	STREETS	35.00
			TOTAL:	35.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
101	GENERAL FUND	43,963.72		
211	LIBRARY FUND	2,795.88		
213	PUBLIC ACCESS	69.09		
217	COMMUNITY CENTER	7,482.04		
404	PARK LAND DEDICATION	863.80		
460	HOUSING DISTRICT #20	1,440.00		
601	WATER	284,630.50		
602	WASTE WATER FUND	125,148.76		
603	ENVIRON SERVICES FUND	19,918.47		
604	ELECTRIC FUND	603,228.99		
606	STORMWATER FUND	6,767.44		
610	TRANSIT	4,498.05		
820	RESTRICTED CONTRIBUTIONS	3,555.60		
824	YOUTH CENTER GRANT	116.63		
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	GRAND TOTAL:	1,104,478.97		
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TOTAL PAGES: 15

**CITY OF SAINT PETER, MINNESOTA**

**RESOLUTION NO. 2015 –**

**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 budgeted purchases in excess of \$7,500 are hereby approved:

<u>VENDOR</u>	<u>ITEM</u>	<u>PRICE</u>	<u>FUNDING</u>
Wesco	Primary underground wire	\$26,370.00	Electric
Royal Tire	Tire replacement program not to exceed...	\$10,000.00	Various
Hawkins Inc	Sodium Meta-bisulfite not to exceed...	\$26,600.00	Water
Hawkins Inc	Caustic soda not to exceed.....	\$39,800.00	Water
Professional Water Technologies	Antiscalant not to exceed.....	\$30,000.00	Water
Emergency Response Solutions	Turn out gear pants/coats/helmet	\$64,290.00	2016 General/Grant
MES - Midam	Turn out gear boots	\$10,170.00	2016 General/Grant
Jefferson Fire Safety Inc.	Turn out gear gloves/hoods	\$4,568.00	2016 General/Grant

2. The following license applications are approved subject to payment of the licensing fee and compliance with the City Code:

**Soft Drink**

American Legion Post 37	229 W Nassau	1/1/16 – 12/31/16
Anytime Fitness	100 Dodd Rd	1/1/16 – 12/31/16
Arby's	1211 S MN	1/1/16 – 12/31/16
Blaschko's Embassy Bar & Grill	326 S MN	1/1/16 – 12/31/16
China Town	302 S MN	1/1/16 – 12/31/16
Dairy Queen	860 N MN	1/1/16 – 12/31/16
El Agave Rest.	402 S 3 <sup>rd</sup>	1/1/16 – 12/31/16
Family Fresh Market #331	612 S MN	1/1/16 – 12/31/16
Flame Bar	226 W Nassau	1/1/16 – 12/31/16
Freedom Valu Center #24	624 S MN	1/1/16 – 12/31/16
Godfather's Pizza	226 S MN	1/1/16 – 12/31/16
Gustavus Adolphus College	800 College	1/1/16 – 12/31/16

Holiday Stationstore #261	123 St. Julien	1/1/16 – 12/31/16
King Pins	1671 S 3 <sup>rd</sup>	1/1/16 – 12/31/16
Kwik Trip #466	1306 S MN	1/1/16 – 12/31/16
Lone Star BBQ & Grill	408 S 3 <sup>rd</sup>	1/1/16 – 12/31/16
McDonalds	120 St. Julien	1/1/16 – 12/31/16
MGM Liquor Warehouse	100 N MN	1/1/16 – 12/31/16
Patrick's On Third	126 S 3 <sup>rd</sup>	1/1/16 – 12/31/16
Red Men Club	412 S 3 <sup>rd</sup>	1/1/16 – 12/31/16
Subway	1306 S MN	1/1/16 – 12/31/16
St. Peter Food Coop	228 Mulberry	1/1/16 – 12/31/16
St. Peter Quick Mart	1122 S MN	1/1/16 – 12/31/16
Steindl Business Dev, Inc. dba	224 S MN	1/1/16 - 12/31/16
Erbert & Gerberts Sandwhich		
Taco Johns	103 N MN	1/1/16 – 12/31/16

**Tobacco**

DG Retail, LLC dba Dollar Gen	1109 Old MN	1/1/16 – 12/31/16
Family Fresh Market #331	612 S MN	1/1/16 – 12/31/16
Family Dollar Inc.	220 Grace	1/1/16 - 12/31/16
Market Wine & Spirits	502 S MN	1/1/16 – 12/31/16
Flame Bar	226 W Nassau	1/1/16 – 12/31/16
Freedom Valu Center #24	624 S MN	1/1/16 – 12/31/16
Holiday Stationstore #261	123 St. Julien	1/1/16 – 12/31/16
Kwik Trip #466	1306 S MN	1/1/16 – 12/31/16
MGM Liquor Warehouse	100 N MN	1/1/16 – 12/31/16
Patrick's On Third	126 S 3 <sup>rd</sup>	1/1/16 – 12/31/16
St. Peter Quick Mart	1122 S MN	1/1/16 – 12/31/16

**Amusement Device**

American Legion Post 37	229 W Nassau	1/1/16 – 12/31/16
Blaschko's Embassy Bar & Grill	326 S MN	1/1/16 – 12/31/16
Family Fresh Market #331	612 S MN	1/1/16 – 12/31/16
Flame Bar	226 W Nassau	1/1/16 – 12/31/16
Godfather's Pizza	226 S MN	1/1/16 – 12/31/16
Gustavus Adolphus College	800 College	1/1/16 – 12/31/16
King Pins	1671 S 3 <sup>rd</sup>	1/1/16 – 12/31/16
Patrick's On Third	126 S 3 <sup>rd</sup>	1/1/16 – 12/31/16
Red Men Club	412 S 3 <sup>rd</sup>	1/1/16 – 12/31/16

**Show License**

American Legion Post 37	229 W Nassau	1/1/16 – 12/31/16
Blaschko's Embassy Bar & Grill	326 S MN	1/1/16 – 12/31/16
Flame Bar	226 W Nassau	1/1/16 – 12/31/16
Lone Star BBQ & Grill	408 S 3 <sup>rd</sup>	1/1/16 – 12/31/16
Patrick's On Third	126 S 3 <sup>rd</sup>	1/1/16 – 12/31/16

**Juke Box**

American Legion Post 37	229 W Nassau	1/1/16 – 12/31/16
Blaschko's Embassy Bar & Grill	326 S MN	1/1/16 – 12/31/16
King Pins	1671 S 3 <sup>rd</sup>	1/1/16 – 12/31/16
Flame Bar	226 W Nassau	1/1/16 – 12/31/16

Patricks On Third	126 S 3 <sup>rd</sup>	1/1/16 – 12/31/16
Red Men Club	412 S 3 <sup>rd</sup>	1/1/16 – 12/31/16

**Solid Waste Hauler**

Hansen Sanitation Inc.	1/1/16 – 12/31/16
LJP Enterprises Inc.	1/1/16 - 12/31/16
Waste Management	1/1/16 – 12/31/16

3. The following employee appointments are hereby approved:

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>WAGE</u></b>
Brock Peterson	Infrastructure Technician	\$19.99/hr
Darrell Pettis	Captain I (to serve 2016-2017)	
Eric Christensen	Lieutenant II (to serve 2016-2017)	
Chad Menke	Volunteer Firefighter	
Drew Link	Volunteer Firefighter	
Colby Schmidt	Volunteer Firefighter	
Nathan Skarhus	Volunteer Firefighter	

4. The following equipment, for which the City no longer has a need, is hereby designated as surplus and staff is directed to provide for disposal of the equipment as provided for in the City Code:

- 8 upholstered office desk chairs
- 1 filing cabinet with built in safe
- 1 sorter style filing cabinet
- 25 metal chairs with upholstered back/seats
- 3 four-drawer metal filing cabinets
- 1 five-drawer metal lateral filing cabinet
- 2 tax record filing storage units and metal stand
- 10 conference room chairs

5. The following reappointments to City Council advisory boards and commissions are hereby approved for the terms indicated:

**ECONOMIC DEVELOPMENT AUTHORITY**

Corey Abels (2016-2020)

**HERITAGE PRESERVATION COMMISSION**

Loren Sundboom (2016-2018)

**HOSPITAL COMMISSION**

H. Stuart Johnson (2016-2020)

**PARKS AND RECREATION ADVISORY BOARD**

Mike Meffert (2016-2018)

**PLANNING AND ZONING COMMISSION**

Joseph Urban (2016-2018)

**TOURISM BOARD (2016-2018)**

Bob Sandeen (2016-2018)

6. The schedule of disbursements for November 20, 2015 through December 9, 2015 is hereby approved.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota this 14th day of December, 2015.

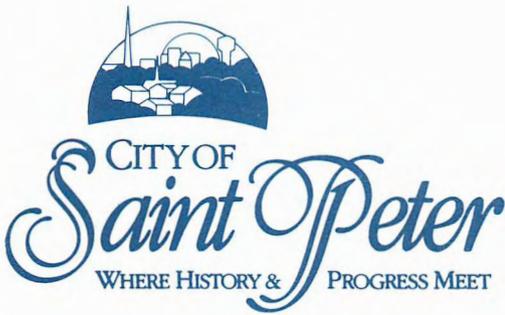
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Timothy Strand  
Mayor

ATTEST:

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Todd Prafke  
City Administrator



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATE:** 12/11/15

**FROM:** Paula O'Connell  
Director of Finance/Treasurer

**RE:** Conduit Bond Issue Hearing and Issuance  
(Vista View Townhomes)

### **ACTION/RECOMMENDATION**

Approve the issuance and sale of two revenue notes providing for the issuance of bonds up to the total of \$2,000,000 to finance the purchase and rehabilitation of a multifamily affordable housing property owned by Vista View Townhomes II of St. Peter Limited Partnership.

### **BACKGROUND**

On November 9, 2015, the City Council took action to call for a public hearing on the proposed conduit issuance of approximately \$2 million in bonds for the purchase and rehabilitation of a multi-family affordable housing property by Vista View Townhomes II of St. Peter Limited Partnership.

The City has been asked to assist Vista View Townhomes II of St. Peter Limited Partnership with financing for the purchase and rehabilitation of the existing multifamily affordable housing property located on the north end of the City. Our assistance is provided by issuing a bond up to \$2,000,000.

Minnesota Statutes, Chapter 462C, confers upon cities, the power to issue revenue obligations to finance multifamily housing developments within the boundaries of the City. A public hearing will have been scheduled earlier on the Council agenda to consider the issuance of revenue housing bonds to be used by Vista View Townhomes II, LLC.

The value of the City's participation is that this action helps insure that the original purpose of the housing project will be maintained under affordable housing provisions. In other words, it will be required to be operated under terms that allow for enhanced affordability for low and moderate income renters.

### **FISCAL IMPACT:**

As identified in language provided by the City's bond counsel (Briggs and Morgan), "*The Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property or funds of the City except the revenue and proceeds pledged to the payment thereof, nor shall the City be subject to any liability thereon. The holder of the Bonds shall never have the right to*

*compel any exercise of the taxing power of the City to pay the outstanding principal on the Bonds or the interest thereon, or to enforce payment thereon against any property of the City, except such property as may be expressly pledged for the security of the Bonds. The Bonds shall recite in substance that the Bonds, including the interest thereon, are payable solely from the revenue and proceeds pledged to the payment thereof. The Bonds shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation.”*

All City costs associated with this action will be paid by Vista View Townhomes II of St. Peter Limited Partnership.

**ALTERNATIVES/VARIATIONS:**

Do not act: No further action will be taken without Council direction.

Negative Vote: If the Council chooses to deny issuance of the bond, the applicant will be notified and the bond issuance would not move forward.

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

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

PO/

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2015 -

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

**RESOLUTION APPROVING THE ISSUANCE AND SALE OF MULTIFAMILY RENTAL HOUSING DEVELOPMENT REVENUE NOTE, SERIES 2015A AND MULTIFAMILY RENTAL HOUSING DEVELOPMENT REVENUE NOTE, SERIES 2015B (VISTA VIEW TOWNHOMES II PROJECT), AND AUTHORIZING THE EXECUTION OF DOCUMENTS RELATING THERETO**

WHEREAS, the City Council of the City of Saint Peter, Minnesota (the "City"), on November 9, 2015, called for a public hearing and has given preliminary approval to the issuance of multifamily housing revenue obligations to finance a Project (as defined in Section 1.1(b) below); and

WHEREAS, the City Council of the City, on the date hereof, held a public hearing on the Project and approved the housing program relating to the issuing of obligations for the Project; and

WHEREAS, sufficient details of the revenue Notes and other aspects of the financing have been agreed to that this final note resolution should be adopted on this date and the acceptance of a proposal for the revenue Notes and the setting of the interest rate thereon and the purchase price thereof.

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

SECTION 1. LEGAL AUTHORIZATION AND FINDINGS.

1.1 Findings. The City hereby finds, determines and declares as follows:

(a) The City is a municipal corporation of the State of Minnesota and is authorized under Minnesota Statutes, Chapters 462C, as amended (the "Act"), to assist the multifamily housing development herein referred to, and to issue and sell the Notes, as hereinafter defined, for the purpose, in the manner and upon the terms and conditions set forth in the Act and in this Resolution.

(b) The City has received a proposal that it issue its Multifamily Rental Housing Development Revenue Note, Series 2015A (Vista View Townhomes II Project), (the "Series 2015A Note") and its Multifamily Rental Housing Development Revenue Note, Series 2015B (Vista View Townhomes II Project), (the "Series 2015B Note", and together with the Series 2015A, the "Notes"), in the aggregate amount not to exceed \$2,000,000 to provide funds to be loaned to Vista View Townhomes II of Saint Peter Limited Partnership, a Minnesota limited partnership (the "Borrower"), to finance the acquisition and renovation of an approximately 32-unit multi-family rental housing facility located at even numbers 1800 through 1816, odd numbers 1801 through 1817, even numbers 1850 through 1866, and odd numbers 1851 through 1867 Vista View Drive in the City, which facility is to be owned and operated by the Borrower (the "Project").

(c) As required by the Act and Section 147(f) of the federal Internal Revenue Code of 1986, as amended (the "Code"), the City has on the date hereof, held a public hearing on the housing program relating to the issuance of one or more revenue Notes to finance the Project, attached hereto as Exhibit A (the "Program").

(d) The issuance and sale of the Notes by the City, pursuant to the Act, is in the best interest of the City, and the City hereby determines to issue the Notes and to sell the Notes to Minnwest Bank, (the "Lender"), as provided herein. The City will loan the proceeds of the Notes (the "Loan") to the Borrower in order to finance the Project.

(e) Pursuant to a Loan Agreement (the "Loan Agreement") to be entered into between the City and Borrower, the Borrower has agreed to repay the Notes in specified amounts and at specified times sufficient to pay in full when due the principal of, premium, if any, and interest on the Notes. In addition, the Loan Agreement contains provisions relating to the construction, maintenance and operation of the Project, indemnification, insurance, and other agreements and covenants which are required or permitted by the Act and which the City and Borrower deem necessary or desirable for the financing of the Project. A draft of the Loan Agreement has been submitted to the City. The obligations of the Borrower under the Loan Agreement will be guaranteed by Podawiltz Development Properties I, Inc., a Minnesota corporation, Lumber One Properties, Avon, Inc., a Minnesota corporation, Judy Schmid, an individual, and J. Michael Podawiltz, an individual (collectively, the "Guarantors"), pursuant to four separate guaranty agreements between the Lender and the Guarantors (collectively, the "Guaranty").

(f) Pursuant to a Pledge Agreement (the "Pledge Agreement") to be entered into between the City and Lender, the City will pledge and grant a security interest in all of its rights, title, and interest in the Loan Agreement to the Lender (except for certain rights of indemnification and to reimbursement for certain costs and expenses). A draft of the Pledge Agreement has been submitted to the City.

(g) Pursuant to a Mortgage, Security Agreement and Assignment of Rents and Leases (the "Mortgage") to be executed by the Borrower in favor of the City, the Borrower will secure payment of amounts due under the Loan Agreement and the Series 2015A Note by granting to the City a mortgage and security interest in the property described therein. Pursuant to an Assignment of Mortgage to be executed by the City (the "Assignment"), the City will assign the Mortgage to the Lender. Drafts of the Mortgage and the Assignment have been submitted to the City.

(h) Pursuant to a Loan Agreement between the Borrower and Lender (the "Bank Loan Agreement"), and in conjunction with the Disbursing Agreement defined below, the Lender will disburse the proceeds of the Notes to the Borrower to acquire and renovate the Project.

(i) The proceeds of the Notes will be held in a construction fund held by the Lender. The proceeds of the Notes will be disbursed pursuant to the Bank Loan Agreement, a Disbursing Agreement (the "Disbursing Agreement") by and between the Lender, Borrower, and a title insurance company. Certain requirements of law for the Project are set forth in a Regulatory Agreement (the "Regulatory Agreement") by and among the City, Borrower and Lender. Certain requirements for the tax-exempt status of the Notes are set forth in a Tax Compliance Agreement (the "Tax Compliance Agreement") by and among the City, Borrower

and Lender. Drafts of the Disbursing Agreement, Regulatory Agreement and Tax Compliance Agreement have been submitted to the City.

(j) The Notes will be special limited obligations of the City. The Notes shall not be payable from or charged upon any funds other than the revenues pledged to the payment thereof, nor shall the City be subject to any liability thereon. No holder of the Notes shall ever have the right to compel any exercise of the taxing power of the City or the City to pay the Notes or the interest thereon, nor to enforce payment thereof against any property of the City. The Notes shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation.

(k) It is desirable, feasible and consistent with the objects and purposes of the Act to issue the Notes for the purpose of financing the costs of the Project.

(l) The Project constitutes a "qualified residential rental project" within the meaning of Section 142(d) of the Code, and a "multifamily housing development" authorized by the Act, and furthers the purposes of the Act.

(m) The purpose of the Project is, and the effect thereof will be, to promote the public welfare by the acquisition and construction of a facility for use as a multifamily housing development designed primarily for occupancy by persons of low and moderate income.

(n) The Project is located within the jurisdiction of the City at a site which is easily accessible to employment opportunities, health facilities, and other amenities within the City.

(o) The Act authorizes (i) the acquisition and renovation of the Project, (ii) the issuance and sale of the Notes, (iii) the execution and delivery by the City of the Loan Agreement, Regulatory Agreement, Tax Compliance Agreement, Assignment, and Pledge Agreement, (iv) the performance of all covenants and agreements of the City contained in the Loan Agreement, Regulatory Agreement, Tax Compliance Agreement, and Pledge Agreement, and (v) the performance of all other acts and things required under the constitution and laws of the State of Minnesota to make the Loan Agreement, Assignment, Regulatory Agreement, Tax Compliance Agreement, Pledge Agreement, and Notes valid and binding obligations of the City in accordance with their terms.

(p) It is desirable that the Borrower be authorized, subject to the terms and conditions set forth in the Loan Agreement, which terms and conditions the City determines to be necessary, desirable and proper, to complete the acquisition, construction and installation of the Project by such means as shall be available to the Borrower and in the manner determined by the Borrower, and with or without advertisement for bids as required for the acquisition and installation of municipal facilities.

(q) The payments under the Loan Agreement are fixed to produce revenue sufficient to provide for the prompt payment of principal of, premium, if any, and interest on the Notes when due, and the Loan Agreement also provides that the Borrower is required to pay all expenses of the operation and maintenance of the Project, including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and all taxes and special assessments levied upon or with respect to the Project and payable during the term of the Loan Agreement.

(r) There is no litigation pending or, to the actual knowledge of the City, threatened against the City questioning the City's execution or delivery of the Notes, Loan Agreement, Regulatory Agreement, Tax Compliance Agreement, Assignment, or Pledge Agreement or questioning the due organization of the City, or the powers or City of the City to issue the Notes and undertake the transactions contemplated hereby.

(s) The execution, delivery and performance of the City's obligations under the Notes, Regulatory Agreement, Tax Compliance Agreement, Pledge Agreement, Assignment, and Loan Agreement do not and will not violate any order against the City of any court or other agency of government, or any indenture, agreement or other instrument to which the City is a party or by which it or any of its property is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument.

1.2 Approval of Program. The City hereby gives approval to undertake the Program of financing the Project pursuant to the Act and hereby gives approval to the proposal of the Borrower that the Borrower undertake the Project, pursuant to the Borrower's specifications.

1.3 Authorization and Ratification of Project. The City has heretofore and does hereby authorize the Borrower, in accordance with the provisions of the Act and subject to the terms and conditions imposed by the Lender, to provide for the acquisition and construction of the Project by such means as shall be available to the Borrower and in the manner determined by the Borrower, and without advertisement for bids as may be required for the construction and acquisition of other municipal facilities; and the City hereby ratifies, affirms, and approves all actions heretofore taken by the Borrower consistent with and in anticipation of such City.

## SECTION 2. THE NOTES.

2.1 Authorized Maximum Amount and Form of Notes and Interest Rate. The Notes issued pursuant to this Resolution shall be in substantially the form submitted and shall mature in the years and amounts and be subject to redemption as therein specified, as such may be modified by agreement of the Lender, Borrower and City; and the total aggregate principal amount of the Notes that may be outstanding hereunder is expressly limited to \$2,000,000, unless duplicate Notes are issued pursuant to Section 2.7. The specific amounts of the individual Notes and their amortization and final maturity dates to be determined by the agreement of the Lender and Borrower and any of the officers specified in Section 2.3. The interest rate on the Notes will be fixed before their issuance by the agreement of the Lender and Borrower and any of the officers authorized to execute the Notes in Section 2.3 prior to Closing. The sale of the Notes to the Lender at a purchase price equal to their stated amounts is hereby accepted. The City acknowledges that the Lender may grant participation interests in the Notes to other financial institutions in principal amounts of at least \$100,000.

2.2 The Notes. The Notes shall be dated as of the date of delivery to the Lender, shall be payable at the times and in the manner, shall bear interest at the rate, and shall be subject to such other terms and conditions as are set forth therein.

2.3 Execution of Notes. The Notes shall be executed on behalf of the City by the Mayor and Administrator (the "Authorized Officers"). In case any Authorized Officer whose signature shall appear on the Notes shall cease to be such officer before the delivery of the Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if

such signatory had remained in office until delivery. In the event of the absence or disability of the Authorized Officer, such officers of the City as, in the opinion of the City Attorney, may act in their behalf, shall without further act or authorization of the City execute and deliver the Notes.

2.4 Delivery of Notes. Before delivery of the Notes there shall be filed with the Lender (except to the extent waived by the Lender) the following items:

- (1) an executed copy of each of the following documents:
  - (a) the Loan Agreement;
  - (b) the Pledge Agreement;
  - (c) the Assignment;
  - (d) the Disbursing Agreement;
  - (e) the Regulatory Agreement;
  - (f) the Tax Compliance Agreement;
- (2) an opinion of Counsel for the Borrower as prescribed by the Lender and Bond Counsel;
- (3) the opinion of Bond Counsel as to the validity of the Notes and tax exempt status of the Notes; and
- (4) such other documents and opinions as Bond Counsel may reasonably require for purposes of rendering its opinion required in subsection (3) above or that the Lender may reasonably require for the closing.

2.5 Disposition of Note Proceeds. Upon delivery of the Notes to the Lender, the Lender shall, on behalf of the City, deposit the purchase price thereof in the Construction Fund established for payment of Project Costs in accordance with the terms of the Bond Loan Agreement and Disbursing Agreement. In the alternative, the Lender shall advance the proceeds of the Notes to the Borrower, on behalf of the Lender pursuant to the terms of the Bond Loan Agreement and Disbursing Agreement.

2.6 Registration of Transfer. The City will cause to be kept at the office of the Administrator of the City a Note Register in which, subject to such reasonable regulations as it may prescribe, the City shall provide for the registration of transfers of ownership of the Notes. The Notes shall be initially registered in the name of the Lender and shall be transferable upon the Note Register by the Lender in person or by its agent duly authorized in writing, upon surrender of the Notes together with a written instrument of transfer satisfactory to the Administrator, duly executed by the Lender or its duly authorized agent. The City may require, as a precondition to any transfer, that the transferee provide evidence to the City that the transferee is a financial institution or other accredited investor under the securities laws. The following form of assignment shall be sufficient for said purpose.

For value received \_\_\_\_\_ hereby sells, assigns and transfers unto \_\_\_\_\_ the attached Note of the City of Saint Peter, Minnesota, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer said Note on the books of said City, with full power of substitution in the premises. The undersigned certifies that the transfer is made in accordance with the provisions of Section 2.9 of the Resolution authorizing the issuance of the Note.

Dated: \_\_\_\_\_

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Registered Owner

Upon such transfer the Administrator shall note the date of registration and the name and address of the new Lender in the Note Register and in the registration blank appearing on the Note.

2.7 Mutilated, Lost or Destroyed Note. In case a Note shall become mutilated or be destroyed or lost, the City shall, if not then prohibited by law, cause to be executed and delivered a new Note of like outstanding principal amount, number and tenor in exchange and substitution for and upon cancellation of such mutilated Note, or in lieu of and in substitution for such Note destroyed or lost, upon the Lender's paying the reasonable expenses and charges of the City in connection therewith, and in the case of a Note destroyed or lost, the filing with the City of evidence satisfactory to the City with indemnity satisfactory to it. If the mutilated, destroyed or lost Note has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Note prior to payment.

2.8 Ownership of Notes. The City may deem and treat the person in whose name each Note is last registered in the Note Register and by notation on each Note, whether or not such Note shall be overdue, as the absolute owner of such Note for the purpose of receiving payment of or on account of the Principal Balance, redemption price or interest and for all other purposes whatsoever, and the City shall not be affected by any notice to the contrary.

2.9 Limitation on Note Transfers. The Notes have been issued without registration under state or other securities laws, pursuant to an exemption for such issuance; and accordingly the Notes may not be assigned or transferred in whole or part, nor may a participation interest in the Notes be given pursuant to any participation agreement, except as an exempt security or as an exempt transaction.

### SECTION 3. MISCELLANEOUS.

3.1 Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions of any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions contained herein invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or paragraphs contained in this Resolution shall not affect the remaining portions of this Resolution or any part thereof.

3.2 Authentication of Transcript. The officers of the City are directed to furnish to Bond Counsel certified copies of this Resolution and all documents referred to herein, and affidavits or certificates as to all other matters which are reasonably necessary to evidence the validity of the Notes. All such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute recitals of the City as to the correctness of all statements contained therein.

3.3 Authorization to Execute Agreements. The forms of the proposed Loan Agreement, Pledge Agreement, Regulatory Agreement, Tax Compliance Agreement, Mortgage, and Assignment are hereby approved in substantially the form heretofore presented to the City

Council of the City, together with such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by Bond Counsel prior to the execution of the documents and the officers specified in Section 2.3 are authorized to execute the Loan Agreement, Regulatory Agreement, Tax Compliance Agreement, Assignment, and Pledge Agreement, and such other documents as Bond Counsel consider appropriate in connection with the issuance of the Notes, in the name of and on behalf of the City. In the event of the absence or disability of any of the officers specified in Section 2.3, such officers of the City as, in the opinion of the City Attorney, may act in their behalf shall without further act or authorization of the City Council of the City do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers. The execution of any instrument by the appropriate officer or officers of the City herein authorized shall be conclusive evidence of the approval of such documents in accordance with the terms hereof.

3.4 Not Qualified Tax-Exempt Obligation. The Notes do not qualify as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

3.5 Future Amendments. The authority to approve, execute and deliver future amendments to financing documents entered into by the City in connection with the issuance of the Notes and consents required under the financing documents is hereby delegated to the Administrator of the City, subject to the following conditions: (a) such amendments or consents to not materially adversely affect the interests of the City; (b) such amendments or consents do not contravene or violate any policy of the City, and (c) such amendments or consents are acceptable in form and substance to the counsel retained by the City to review such amendments. The authorization hereby given shall be further construed as authorization for the execution and delivery of such certificates and related items as may be required to demonstrate compliance with the agreements being amended and the terms of this Resolution. The execution of any instrument by the Administrator shall be conclusive evidence of the approval of such instruments in accordance with the terms hereof. In the absence of the Administrator, any instrument authorized by this paragraph to be executed and delivered may be executed by the officer of the City authorized to act in their place and stead.

3.6 Headings; Terms. Paragraph headings in this resolution are for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof. Capitalized terms used, but not defined, herein shall have the meanings given them in, or pursuant to, the Loan Agreement.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 14th day of December, 2015.

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Timothy Strand  
Mayor

ATTEST:

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Todd Prafke  
City Administrator

**EXHIBIT A**  
**MULTI-FAMILY RENTAL HOUSING PROGRAM OF THE**  
**CITY OF SAINT PETER, MINNESOTA**  
**FOR**  
**VISTA VIEW TOWNHOMES PROJECT**  
**December 14, 2015**

Proposal; Authority. The City of Saint Peter, Minnesota (the "City"), at the request of the Borrower (defined below), proposes to issue revenue bonds to assist in financing the acquisition and renovation of a multi-family rental housing project described herein (this "Program") pursuant to applicable authority conferred upon the City by the laws of the State of Minnesota, including without limitation Minnesota Statutes, Chapter 462C, as the same may be amended from time to time (collectively, the "Act").

Purposes. In creating this Program, the City is acting in furtherance of its findings that the preservation of the quality of life in the City is in part dependent upon the maintenance and provision of adequate, decent, safe, sanitary, and affordable housing stock; that accomplishing the goals of this Program is a public purpose and will benefit the residents of the City; that the need exists within the City to provide in a timely fashion additional affordable rental housing to and for the benefit of persons of low and moderate income and their families residing and expected to reside within the City; that there exist or are expected to exist persons and families within the City who are and will be able to benefit from and are in need of the Program; that the Program is necessary in view of the limited resources that may be available to such persons relative to the expenses involved in accomplishing the type of objectives outlined in this Program in the absence of one or more of the forms of assistance described herein or otherwise available pursuant to the Act; and that the City hereby finds that such forms of assistance are often necessary for the benefit of such persons, families, and goals and that, furthermore, the successful implementation of the objectives of the kind described in this Program has been found to provide impetus for the development of other housing in the City, as well as the general development of the City, by other persons who are not the beneficiaries of such governmentally sponsored or assisted activities.

Rental Housing Purposes. More particularly, the City finds that there exists a need for affordable multi-family rental housing for qualifying individuals and families, which need is not being filled by private enterprise alone due to a variety of factors, including that the cost of new construction of multi-family rental units may in many cases prove economically unfeasible, given the high costs of construction and prevailing area rental levels, and that therefore appropriate levels of public assistance may be helpful and necessary in bridging that gap.

General Description of the Program. This Program consists of the financing of the acquisition and renovation of an existing 32-unit multi-family rental housing facility (the "Project"). The initial owner of the Project pursuant to the financing will be Vista View Townhomes II of Saint Peter Limited Partnership, a Minnesota limited partnership, with Vista View Townhomes II, LLC as the general partner (the "Borrower").

Location. This Program is limited to the Project. The Project is located at even numbers 1800 through 1816, odd numbers 1801 through 1817, even numbers 1850 through 1866, and odd numbers 1851 through 1867 Vista View Drive in Saint Peter, Minnesota.

Units. The Project consists of the following units:

<u>Units</u>	<u>Square Footage</u>	<u>Estimated Initial Rents</u>
12 – 2-bedroom	1,127	\$799
20 – 3-bedroom	1,225	\$899

Revenue Bonds. The amount of revenue bonds required to finance this Program will not exceed \$2,000,000. The City preliminarily intends to finance the Program by issuing bonds. The proceeds will finance the acquisition and renovation of the Project and pay costs of issuing the bonds. The revenue bonds are expected to be issued in 2015, subject to final Council approval in its sole and absolute discretion.

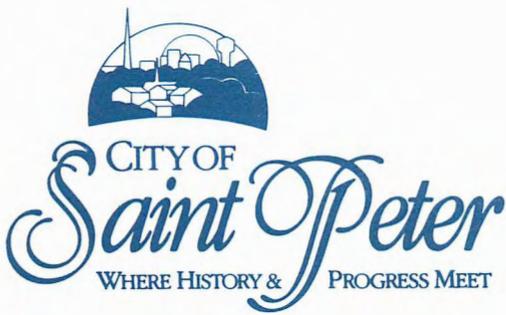
Monitoring. The City expects to enter into suitable agreements with the Borrower, the purchaser of the bonds and/or others respecting the monitoring or implementation by participants to ensure that the Project will be consistent with this housing Program and its objectives, which for this purpose means providing affordable rental housing.

Meeting Needs; Methods. The Program will meet the need for rental housing for persons and families of low and moderate incomes by providing units at an affordable rent. The City believes that this Program will help meet the identified needs under this Program. The specific methods anticipated to be used include the issuance of revenue bonds under the Act to provide feasible financing for various aspects of the Program so undertaken.

Authorization. The Program is undertaken pursuant to Minnesota Statutes, Section 462C.05, Subdivision 2, for units affordable to persons and families of low and moderate income.

Limits on Gross Income. In connection with the issuance of the Bonds, the Borrower will be required to agree to limit the gross income of occupants of the Project in accordance with the requirements of Minnesota Statutes, Chapter 462C, and with the requirements relating to tax-exempt bonds for qualified residential rental projects.

Adopted and approved on December 14, 2015, by the City Council of the City of Saint Peter, Minnesota.



## Memorandum

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

**DATE:** 12/9/15

**FROM:** Todd Prafke  
City Administrator

Paula O'Connell  
Finance Director

**RE:** 2016 Final Levy and Budgets for General, Special Revenue, Debt Service, Capital Funds, and Agency Funds

### ACTION/RECOMMENDATION

Approve the attached resolutions. The first is to certify the final levy of \$2,284,308 to the Nicollet County Auditor. The second provides approval of the 2016 budgets for the General Fund, Special Revenue Funds, Debt Service Funds, Capital Funds, and the Agency Funds.

### BACKGROUND

On September 14, 2015 the City Council adopted a preliminary property tax levy for taxes payable in 2016. Our discussion for the December 14<sup>th</sup> City Council meeting will center around how taxes evolve from property values to property tax statements, influences on taxes, the City's tax levy impact on Saint Peter property owners, the 2016 budget plan and budget comparisons to prior years.

One rule we still need to abide by is that the preliminary levy set in September of \$2,284,308 may be lowered, but cannot be increased.

We continue to work to provide a budget that is based on Council priorities for our customers and taxpayers while providing the financial resources needed to maintain the quality and quantity of staff that provide those services.

We are proposing a budget and suggesting a Levy that will increase your projected tax rate from 46.79 to 48.06 based on a gross levy increase of 5.25% or \$113,954. We updated the 2016 tax valuations and they remain the same as the amount planned for in the preliminary levy. Previous tax rates look like this:

<u>Year</u>	<u>Rate</u>
2012	49
2013	50.67
2014	51.13
2015	46.79
2016	48.06 (estimated)

What this means is, if a homeowner's property valuation hasn't changed from 2015, their City share of the tax bill on a \$150,000 home would increase approximately \$16.09 from the 2015 tax year.

**Goals for this discussion are:**

- Provide an update on the 2015 projections and budget modifications
- Provide information on the 2016 budget progress
- Provide information that allows you to work towards a reasoned decision relative to the levy.
- Provide an understanding of the property tax process.
- This budget and levy, the means by which you provide for the policies you have in place, is a substantial opportunity for you to provide input in making this the Council budget and not the Staff budget.

This discussion will include a summary explanation of the budgets that we hope will enhance your understanding of the big picture of the budget. We hope to not get into the minutia of the budget exemplified by how many stamps we use or the number of handcuff keys we purchase, but rather to focus on the way this budget supports your wants and policies.

We continue to look at the General Fund and Special Revenue Fund budgets as a portion of a larger business and believe we are very cognizant of the impact that modification in any of these areas has on other portions of the City business. The 2016 budget is based on the ideas expressed below.

The changes within the budget, as compared to 2015, are very small with a few specific exceptions:

- There is a presidential election in 2016 which will increase our election costs.
- Minimum wage increase to \$9.50 as of August 1, 2016.
- Street maintenance for 2016 is planned at the same level as your 2015 budget (less the Union Street, Third Street sidewalk project, and payroll costs). Your ongoing street program provides maintenance on one of your biggest investments that is very expensive to replace.
- Gardner Road intersections at Broadway and Jefferson will have additional work of \$175,000, with the Township grant funding a majority of reconstruction of Gardner Road.
- Parks will see a \$30,000 increase in capital for resurfacing the Vets Field tennis courts (\$20,000), and a trench drain and sump in the Parks shop (\$10,000).
- Members discussed and directed staff to work toward the completion of a gravel trail around Hallett's Pond. This will be funded out of Parks maintenance budget.
- The Fire Department budget includes \$34,001 which will contribute a second year to a replacement fund of \$7,500 per year for equipment items that have certification expiration needs; provide \$15,000 for turn out gear (while we did receive an AFG Grant it will not fund your entire need), allocate \$5,000 to replace five MSA cylinders, \$4,751 for confined space rescue; and \$1,750 for a roof saw.
- The 2016 budget includes an allocation of \$2,500 for The Third Floor youth center.
- The insurance fund doesn't have any contributions funding for the 2016 year. The projected 2015 ending fund balance is \$270,000. (You may recall our target here is \$300,000.)
- General Fund reserves are projected to increase to 58.3% of expenditures. This includes the increase of \$2,596 to the projected 2015 fund balance. The percentage of reserves is higher than your policy of 35% to 50% of the 2016 year expenditures.

- The 2016 expenditures reflect the use of \$405,000 in reserves to cover the expense of Magner Subdivision improvements. (This is in addition to the \$465,000 you previously designated for this use.)
- Local Government Aid (LGA) is budgeted the same as in 2015.
- There are a number of large building permits that will generate approximately \$1,305,000 in additional revenues in 2016. This revenue is a one-time collection and we do not believe the dollars should be used to satisfy inflationary operational costs without consideration of impact to future year levies.

For 2016, we will use the same philosophy we have over the past years. We do not look at the total levy and then make cuts or additions. We look at the divisional budgets line by line and think about needs and priorities you have set, make changes, and then look at how that would influence the total.

The philosophy in the past was to bring you budgets based on the programs and service standards we have had in place without puffing it up needlessly, simply to be cut later in October or November to show how great a job we can do budget cutting. That is to say, we bring a budget that will provide for the operation you have told us you want. In this case, the service levels are still based on the 2010 and 2011 budget modifications. Reserves are used for emergencies or efforts that are unknown to us at this time. In some past years we have used reserves for a deal that is too good to pass up or to pay an unexpected cost like we had this year for the City Hall HVAC unit. It may be important to note that once the legislative session starts in 2016 there is always the potential for a change in the ground rules. Election results and budget surpluses or deficiencies at the State level all influence those issues and right now, we do not have any supernatural ability to predict future outcomes. Councilmembers should note that the State was in a \$1 billion surplus for this biennium and provided no additional money for the LGA formula.

We also believe the results from past budgets speak for themselves and that our budgeting philosophy has shown very positive results both from a financial and a service perspective. The positive results are measured by the deviation from budget at the end of each year. That deviation has been very, very small, as reported by the City's auditors. Further, the Council does not see a flurry of purchases at the end of each year based on the theory of, "if we don't spend it we won't get it next year." We just don't do that.

Lastly, based on State funding changes over the past eleven years, local property taxes are more heavily depended upon to make your operations go. Also, LGA continues to make up a large portion of our General Fund budget.

**Our Financial Position Today** - The City, as reported by our Auditors, is in very good financial shape. The General Fund is projected to end the 2015 year with revenues under expenditures by \$42,346 and reserves decreasing to \$3,473,648. The projected change to fund balance in 2015 is an anticipated increase of \$2,596.

**Working Plan Thus far** - The 2016 budget is not balanced. Revenues will be greater than expenditures. This is not a good or bad thing it is just the plan and we are happy that our understanding of these issues has evolved over the last number of years. Based on your Fund Balance Policy for the General Fund which says the reserve should be "35% to 50% of the following years budgeted expenditures", we believe this is the time to have discussion of what building replacement or park improvement plans you have for the future. Having fund balance

above the 50% gives opportunity for the City Council to designate a portion of the fund balance for future priorities.

Based on the proposed budget we will have a projected fund balance of \$4,024,327 at the end of budget year 2016. Based on our current projections, the reserve percentage for the end of 2015 will likely be approximately 50.4%, and in 2016 at 58.3%.

It could be argued that you really don't need a levy increase this year as your reserves are growing. Our recommendation comes after much consideration of your projects in the next couple of years and a philosophy of "one time money in...one time money out." In addition, it is important to note that modest wage changes, increases in insurance and small adjustments to fuel and other consumable items in your budget mean that each year, assuming no other changes take place, you will see an increase in cost somewhere between \$100,000 and \$130,000 in a \$6.8 million budget. If the State chooses to provide no additional revenue (LGA) and you choose no increase in revenue (Levy) or decrease in programs or services in any given year, you will have to make up that amount in future years. Our belief is that steady, moderate change over a number of years is better than large increases or decrease from year to year.

General fund expenditures are planned for an increase of \$317,309 over the 2015 Budget driven by personnel costs, Gardner Road, and capital. Alternatives to this increase are discussed later in the memo. Major changes have been made in the past due to the LGA reductions and trying to maintain reasonableness in our tax levy, but this year we are again confident that the State will provide the levy of LGA promised for the 2016 year. The 2016 LGA has not increased from the 2015 allocation. Again, this budget is premised on your service level decisions for 2010 and 2011 and the budget modifications that resulted.

Some of the tools used to provide the 2016 budget year include:

- Enterprise funds transfers have been estimated based on projected sales for the 2015 year, assuming rate increases and lower use possibilities in 2016. This is a very conservative approach, but we have seen consumption reductions after the initial rate increase. Transfers will remain at 6.5% of sales for the Electric, Water, Wastewater, and Stormwater budgets. Please know that the transfers are based on percentage of gross revenue, so even though they are likely to change, we believe this assumption is appropriate as a starting point.
- Health insurance costs are budgeted with an 11.9% increase.
- Wage modifications for all union and non-union are about 3%.
- New minimum wage laws effective August 1, 2014 thru August 1, 2016 are also reflected in the budgeted and projected values.
- The Streets Division still operates with an Equipment Operator position going unfilled.
- We will continue to make operational changes that we hope will reduce overtime and may mean changes when and how some activities are undertaken. Except for the Police budget, we budgeted hours of overtime at the levels we have seen for 2015.
- Fire Relief Association levy has been eliminated for the 2016 year, due to the stability of their funds.
- We continue to self-fund a higher deductible for Property/Casualty Insurance coverage across all funds. We do not plan to transfer any funds to the insurance pool as the budget premium no longer offers a saving from the initial creation of this fund. After the claim deductibles are closed, the 2015 fund balance will be approximately \$270,000.
- 2016 Local Government Aid is not planned to be reduced from the certified amount. We plan to receive the same amount as the 2015 allocation of \$2,945,981.

**Projects in 2016 that are being planned include:**

- Equipment Certificate for \$366,425. These potential purchases will be discussed in 2016 and are not prioritized. The document software cost is still unknown as we are investigating the process to convert paper documents into an electronic document management program.
  - \$30,000 – Police Utility Vehicle (\$26,000) with Equipment set up (\$4,000)
  - Replace 13 computers from 2005-2009: \$9,425
  - Scheduling software: \$3,000
  - Body worn video camera system: \$15,000 (a place holder)
  - Bi-direction amplifier \$25,000
  - Replace #16 Loader \$160,000
  - Toro '16 mower for expanded park land \$99,000
  - Ballfield Maintainer \$25,000
  - ??? – Document management program software

Below are items that we discussed earlier and some items we just think you should have an opportunity to understand and discuss.

- Gardner Road intersections will have \$175,000 of improvements.
- Additional parks repairs of \$30,000 for improvements to facilities.
- There is no funding in the budget for Pavilion work as an amount is not known and our planning, thus far, has been to work to solicit other people's money (OPM) once a scope is determined.
- Magner Subdivision development for City/School facilities- includes \$405,000 in the 2016 budget to transfer to the parkland dedication fund. This is an amount to add to the 2015 transfer of \$465,000 for improvements that we will likely see in 2016 and 2017 of approximately \$1.2 million. Proceeds from the sale of the ponds east of Saint Peter are also anticipated to fund this project.
- There will be other modifications to fees, which are insignificant to the budget, but more reflective of actual costs.
- The budget includes Coalition of Greater Minnesota Cities membership (\$15,600).
- You have also discussed other long term projects for the future that are not funded as a part of this budget. Minnesota Square Pavilion, Fire Hall, City Hall, Township Road 361, and other sidewalk and street improvements.
- Enterprise funds may see changes to costs including an anticipated cost of power increase of 6% in 2016 and 3% in 2017 by Southern Minnesota Municipal Power Agency (SMMPA). The water fund will see the last of the approved increases effective on 1/1/2016. Our current projections are that Wastewater will remain steady.

The proposed levy to fund the budget operations in 2016 breaks down as follows. If a homeowner's property valuation hasn't changed from 2015, their City share of the tax bill on a \$150,000 home would increase approximately \$16.09 from the 2015 tax year. This is calculated by taking the market value of a property multiplied by the tax classification rate designated by the State to determine the Tax Capacity. The Tax Capacity is then multiplied by the City Tax Rate to determine the City share of taxes due.

$$\begin{aligned} \text{Market value} \times \text{State classification rate} &= \text{tax capacity} \\ \text{Tax capacity} \times \text{City tax rate} &= \text{City tax due} \end{aligned}$$

Tax capacities for the payable 2016 year have been updated by the County to \$4,752,749, which equals a 2.5% increase. Generally speaking, an increase in your levy of \$10,000 means an increase in your tax rate of .22. A decrease in your levy of \$10,000 means a decrease in your tax rate of .22.

Market value on exempt property is updated every six years. In 1999 when the exempt property market values were updated, 53% of the market value was taxable property in Saint Peter. In 2005 these exempt property market values were again updated, which gave us 63% of the City Market Value as taxable. In 2011 the exempt property update changed the percent of taxable market value to 63.6%.

While none of us enjoy paying property taxes, the proposed levy is both reasonable and responsible.

This levy will allow the City to continue proper maintenance of streets, provide appropriate police and fire services, maintain and improve the parks system, continue economic development efforts, continue senior citizen and recreational activity, and provide staffing and materials to meet the demands of the taxpaying public. Staff will recommend adoption of this levy for property taxes payable in 2016 to maintain the quality of life that the residents of Saint Peter have enjoyed.

#### **Special Revenue Funds:**

The Library fund is allocated the same tax levy as it has for the last four years. The fund balance is projected at 38.8% and is continuing the same programming as in 2015. The State requires a minimum maintenance of effort, which means they regulate how much is required to be contributed to library systems by cities and counties. The amount for 2016 is \$235,561 and we will be in compliance when in-kind costs are figured. With 2013-2016 showing a planned decrease in fund balance, we are going have to either make a change to programming or increase property tax levy to maintain a reasonable fund balance in the future. That future can be now or sometime before 2018. No increase is planned for the 2016 year. Capital improvements include replacing all existing dry sprinkler heads in the high ceiling portion of the library (12,230). Existing ones cannot be removed without breaking, so required testing of the sprinkler heads is not possible. To be in compliance, they must be replaced in order to be able to test and ensure viability of the system.

The Community Center fund has not been receiving any tax levy, but the debt is being covered 100% by tax levy. The "Conduit Agreement" that is in place to fund Community Center operations will end May 2017. Multiple capital costs in 2016 and the decline in revenue, contribute to ongoing negative operations. With the collection of past due rents or new leases of the unoccupied spaces, the projected fund balance will improve. However, the Council may need to make changes from the current plan. Again those changes can come between now and 2018 when the fund balance is close to negative. Some options may be that there is levy for operations in 2020 when the debt service is repaid, or revenues from a new conduit agreement made after the expiration in 2017.

Capital purchases (\$98,974) proposed are to:

- Replace carpet in the hallways, Saint Peter room and the Senior Center. Take out carpet and replace with tile at door B from bulletin board area to the display case. Replace vinyl with ceramic tile in Senior Center kitchen and around serving counter. (\$69,000)

- Replace gym lights with T-8 lights (\$8,300)
- Replace mower (13 yrs old) (\$500); shrub trimmer (\$800); replace rider scrubber (\$17,674).

**Miscellaneous things to consider -**

- We could come to the logical conclusion that you really don't need a levy increase this year as your reserves are growing. Please know that our recommendation comes after much consideration of your projects in the next couple of years and a philosophy of "one time money in....one time money out." In addition, it is important to note that modest wage changes, increases in insurance and small adjustments to fuel and other consumable items in your budget mean that each year, assuming no other changes take place, you will see an increase in cost somewhere between \$100,000 and \$130,000. If the State chooses to provide no additional revenue and you choose no increase in revenue or decrease in programs or services in any given year, you will have to make up that amount in future years. Our belief is that steady, moderate change over a number of years is better than large increases or decrease from year to year.
- As always, our goal is to construct a budget that meets your goals and priorities. We have provided additional information so that the Council might be able to determine if this budget does that.
- There are many, many requests that go unfilled; a large number of those are removed at the Department or the Administrative level. We continue to under-fund depreciation on assets and road maintenance. That is not only the case in Saint Peter, but in just about every community in the state.
- Our dependence on Local Government Aid remains significant.
- This budget delays some capital equipment wishes that in past years we may have funded. Some of these reductions are made because our needs have changed and others because we continue to work to be good stewards of the resources. Some are done with the hope that we can limp to another year based on cost of money or serviceability. Others are done because we believe strongly in the idea of budget responding to our customers and the services you wish to see provided.
- We will be prioritizing things like weed control and repairs throughout our various facilities and our efforts will be focused on areas with customer needs as the driving force behind the prioritization.
- You can change how you look at resource balance between Tax driven and Enterprise Funds. In the past we have maintained a very specific percentage of gross revenues of Enterprise Fund transfers to the General Fund. This budget anticipates no change in that balance. The Council could change that area if you wished. We will have the ability to discuss the general impact of changes in that balance if you wish. A slight twist to that may be the additional use of enterprise funds in a more targeted way. We can discuss this now, but it may be more valuable during your Enterprise funds discussion that will come up in the near future.
- We have also assembled a list of some of the outside the box ideas that may assist us in our budget balancing. All of these need more discussion prior to any implementation because most represent a policy change and, frankly, a large shift in what our operations model has been in the past. Some of those are:
  - Additional modification to fees. (Yearly adjustments are always done)
  - Payment in lieu of taxes from other entities that are not taxed now.
  - Modification to assessment policies that put more burdens on individual taxpayers rather than the General Fund. The last changes you made put additional cost on the

General Fund by transferring alley skirting from being assessable to being paid by the City.

- When to take savings from the Insurance Fund.
  - Additional Enterprise Funds contributing or elimination of contribution to the General Fund.
  - Targeted utility increases.
  - Franchise fees (as exemplified by a natural gas fee).
  - Use of other funds to transfer in revenues.
  - Any others you may have or we may come up with.
- It is important to understand that our reserves have increased due to cost savings implemented in prior years and one-time permit fee increases, but there are still areas of volatility that could substantially influence the final 2016 outcome. Those items that are our highest concerns include:
    - State aids; LGA in particular. A bigger picture discussion and plan may be needed in this area. That discussion could focus on alternative sources of revenue and what should or could be done to limit our dependence on LGA.
    - Natural or manmade events. A great example might be a relatively small natural disaster or a major crime against persons. These have the potential to tip the budget off plan with overtime and other costs. Our plan continues to contemplate that reserve funds will have to meet those needs should a disaster occur. We will continue to worry about people first and money second.
    - Supply costs and, in particular, fuel. This is just a very difficult area to project as are all energy costs. Energy and fuel affects all aspects of our operations.

Attached are some summary sheets for budgets supported by the property tax levy. These funds are reviewed and discussed by the City Council during the course of our budget process.

**FISCAL IMPACT:**

The updated tax capacity for the payable 2016 year is \$4,752,749, which is a 2.5% increase.

We have proposed operation budgets for the General Fund of \$6,898,334 and a transfer to Parkland Dedication of \$405,000, Special Revenue Funds of \$2,066,508, Debt Service Funds of \$1,706,056, Capital Funds of \$505,425, and Agency Funds of \$5,514. All purchases and projects must again be approved by the City Council if they exceed the amounts in the purchase policy.

Another important consideration is reserves. Our General Fund reserves have increased from 37.4% to 58.3% since the end of 2008 to the projected 2016 year. This has been planned so that we can meet some of the financial challenges that we face each year. This was done through cost savings and the budget modifications that you have reviewed and implemented.

The levy certification deadline is December 30, 2015 and once certified the City of Saint Peter will collect a levy of \$2,284,308 from property taxes in the year 2016 which breaks down as follows:

- General fund property tax revenue is \$1,416,614
- Library property tax revenue is \$220,133

- Debt obligation property tax revenue is \$647,561

There are so many variations that we could review and frankly, we would not know where to start. Here are a few that may help you think in different ways.

- Lower the gross levy to meet any Tax Rate or other goals you may wish to put in place. This provides opportunity to say we are reducing the levy. There may be value to that symbolism, but that value is a Council decision.
- Additional cuts. This would mean changes in service levels compared to the 2015 year. That is something we can review, but again our mission here has been to tell you the cost to provide services as you have directed.
- Spend down the increase in reserves which lowers the gross levy, but then it may make future years more difficult. We like the 2016 plan we have illustrated knowing that the high likelihood of things changing, especially as it relates to projects and cash needs you have committed to and the variability of State funding beyond 2016. Remember you have some bigger projects in your future so a measured and gradual increase in reserves to meet these wishes may be better than a large increase in Levy all at once. Again, this is part of that Fund Balance and policy discussion.
- Put more capital purchases on the equipment certificate, which would lower this year's levy but increase future year levies. There is \$245,611 of capital equipment remaining in the General Fund budget (includes the \$175,000 of Gardner Road intersection improvements). The converse of that is to spend reserve rather than issuance of Equipment Certificate. There are some interesting things we could do here, but all certainly fall within the realm of Council sense of what is best.
- Add new or reinstate previously cut services into the budget with the use of reserves. Again, this is a call for the Council to make. One caution here...if we believe that changes to LGA and other funding sources is not just a one or two or three year blip, then changes to service levels or changes in taxes seem inevitable. If that is true, we are unsure of the value of providing services on a year-by-year basis. By that, we mean it seems strange to provide a service in 2016 then in 2017 we discontinue it and then in 2018 we provide that service again. It is confusing to our citizens. Again, we are not sure that helps the quality of life for the members of our community. It is also costly in both money (start and stop costs) and morale to be on again/off again. Those too are real costs.
- Restrict or assign reserves within the fund balance policy to a building fund or further lower existing debt with higher interest rates. You did this with the Community Center in 2013 and could do it again or plan for a future project.
- There are many, many more.

The attached resolutions adopt the final levy and the 2016 budgets for General Fund, Special Revenue Funds, Debt Service Funds, Capital Funds, and the Agency Funds.

Please let us know if we can provide any additional information or clarify anything before your Council meeting on Monday. We will have the usual graphs, charts and other visuals that you have seen in previous years.

**ALTERNATIVES AND VARIATIONS:**

Vote in favor: Staff will certify the levy and use the budget as a guide to operate in 2016.

Negative vote: Staff will wait for further direction from the City Council.

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

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

TP/PO

16GFSummary

**General Fund  
Revenue Summary**

	2012 Actual	2013 Actual	2014 Actual	2015 Budget	2015 Projected	2016 Proposed Budget
Property Taxes	1,324,535	1,282,135	1,333,157	1,308,614	1,308,614	1,416,614
Other Taxes	79,274	82,647	87,652	76,600	86,600	81,700
Licenses & Permits	163,689	191,506	316,846	280,140	239,925	1,463,480
State Grants and Aids	3,042,061	3,025,225	3,054,414	3,070,681	3,085,769	3,070,681
Administrative Fees	40,584	57,502	141,058	111,196	109,078	103,690
Police & Fire	129,908	134,344	138,727	123,500	140,950	123,200
Streets /Refuse Sales	18,534	20,064	21,010	14,800	20,155	14,800
Recreation	176,778	186,909	167,181	169,500	184,996	166,500
Fines & Penalties	91,342	75,969	67,015	79,000	79,000	69,000
Interest & Misc Income	168,316	141,708	112,604	41,752	57,240	41,752
Transfer from other Funds	0	0	0	0	0	0
Utility Fund Transfers	1,284,974	1,340,239	1,397,660	1,290,000	1,300,000	1,300,000
<b>Total Revenues</b>	<b>6,519,995</b>	<b>6,538,248</b>	<b>6,837,324</b>	<b>6,565,783</b>	<b>6,612,327</b>	<b>7,851,417</b>
% increase (decrease) over prior year:	11.24%	0.28%	4.57%	-3.97%	-3.29%	18.74%
% increase (decrease) over prior year budget:						19.58%

**General Fund  
Expenditure Summary**

	2012 Actual	2013 Actual	2014 Actual	2015 Budget	2015 Projected	2016 Proposed Budget
Mayor and Council	41,541	37,163	38,177	41,480	42,222	56,148
City Administrator	162,336	169,953	179,621	176,237	194,956	197,767
City Clerk	60,582	61,058	62,688	67,011	67,111	69,112
Elections	17,819	22,443	14,134	21,590	21,590	30,442
Finance Department	213,277	221,268	233,813	266,052	261,817	272,910
Legal Services	155,631	130,006	140,406	141,000	141,000	141,000
Municipal Building	90,665	91,866	97,651	109,382	168,920	115,280
Police Department	1,956,079	1,973,503	2,072,157	2,128,643	2,142,066	2,153,503
Fire Department	565,048	563,372	317,252	366,659	349,807	374,375
Building Inspections	171,248	181,748	194,430	209,552	209,076	205,771
Emergency Management	1,086	2,411	1,018	7,770	7,770	7,772
Community Service	79,714	80,620	80,295	85,646	88,646	89,552
Public Works Administration	80,956	79,340	89,949	88,257	90,331	88,148
Streets	1,028,945	1,091,035	1,085,857	1,237,127	1,204,075	1,345,804
Street Lighting	104,103	98,428	87,112	130,000	111,500	130,000
Senior Coordinator	29,921	31,580	33,578	35,425	33,788	35,470
Recreation and Leisure Services	329,414	338,531	349,293	384,344	389,001	405,822
Swimming Pool	169,272	193,456	173,231	175,367	172,466	185,190
Skating Rinks	9,121	14,093	16,233	12,530	16,586	16,743
Parks	598,018	630,008	671,087	699,748	694,404	773,051
Community Development	139,788	187,287	150,815	162,080	163,883	167,924
Unallocated - Insurance	18,636	7,327	7,880	4,225	7,324	5,650
Unallocated - Memberships	24,801	25,524	27,364	28,400	28,892	28,400
Unallocated - Miscellaneous	0	0	289,560	2,500	2,500	2,500
<b>Total Expenditures</b>	<b>6,048,001</b>	<b>6,232,020</b>	<b>6,413,601</b>	<b>6,581,025</b>	<b>6,609,731</b>	<b>6,898,334</b>
Other Transfers Out (In)	50,863	273,308	466,069	0	0	405,000
<b>NET OPERATIONS:</b>	<b>421,131</b>	<b>32,920</b>	<b>(42,346)</b>	<b>(15,242)</b>	<b>2,596</b>	<b>548,083</b>
% increase (decrease) over prior year:	6.64%	3.04%	2.91%	2.61%	3.06%	4.37%
% increase (decrease) over prior year budget:						4.82%

Beginning Fund Balance	3,061,943	3,483,074	3,515,994	3,473,648	3,473,648	3,476,244
Ending Fund Balance	3,483,074	3,515,994	3,473,648	3,458,406	3,476,244	4,024,327
Percent of next year budget	55.9%	54.8%	52.8%	50.1%	50.4%	
Percent of same year budget						58.3%

CITY OF ST. PETER LIBRARY

	2011 Actual	2012 Actual	2013 Actual	2014 Actual	2015 Current Budget	2015 Projected Year End	2016 Proposed Budget
Property Taxes	310,133	250,133	220,133	220,133	220,133	220,133	<b>220,133</b>
State Grants and Aids	49,448	45,365	45,131	45,265	45,047	45,047	<b>45,047</b>
Administrative Fees	0	0	0	0	0	0	<b>0</b>
Fines & Penalties	14,371	11,854	10,456	3,737	2,000	2,000	<b>2,200</b>
Interest & Misc Income	57,247	73,210	67,422	60,551	53,700	65,557	<b>58,500</b>
Transfer from other Funds	0	0	0	0	0	0	<b>0</b>
<b>TOTAL REVENUES</b>	<b>431,199</b>	<b>380,562</b>	<b>343,142</b>	<b>329,686</b>	<b>320,880</b>	<b>332,737</b>	<b>325,880</b>
Personnel Services	177,467	202,320	202,079	212,411	215,841	215,841	<b>232,028</b>
Office Expenses	17,228	17,406	16,027	15,059	16,500	21,500	<b>21,500</b>
Professional Services	65,405	77,706	68,646	73,110	71,350	71,163	<b>72,350</b>
Repair & Maintenance	20,015	24,796	50,151	33,165	28,425	28,435	<b>28,525</b>
Capital	42,392	44,240	45,383	35,238	38,600	38,600	<b>50,830</b>
<b>TOTAL EXPENDITURES</b>	<b>322,507</b>	<b>366,468</b>	<b>382,286</b>	<b>368,983</b>	<b>370,716</b>	<b>375,539</b>	<b>405,233</b>
<b>NET OPERATIONS</b>	<b>108,692</b>	<b>14,094</b>	<b>-39,144</b>	<b>-39,297</b>	<b>-49,836</b>	<b>-42,802</b>	<b>-79,353</b>
<b>BEGINNING FUND BALANCE</b>	<b>265,730</b>	<b>374,422</b>	<b>388,516</b>	<b>349,372</b>	<b>310,075</b>	<b>310,075</b>	<b>267,273</b>
ENDING FUND BALANCE-Restricted	39,563	38,459	30,576	39,563	39,563	30,576	<b>30,576</b>
ENDING FUND BALANCE-Unrestricted	334,859	350,057	318,796	270,512	220,676	236,697	<b>157,344</b>
					59.5%	63.0%	<b>38.8%</b>

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CITY OF ST. PETER COMMUNITY CENTER

	2011 Actual	2012 Actual	2013 Actual	2014 Actual	2015 Current Budget	2015 Projected Year End	2016 Proposed Budget	2017 Proposed Budget	2018 Proposed Budget	2019 Proposed Budget	2020 Proposed Budget
Property Taxes	0	0	0	0	0	0	0	0	0	0	180,000
State Grants and Aids	131	131	131	131	130	130	130	130	130	130	130
Interest & Misc Income	22,094	33,984	25,298	25,746	24,400	21,900	21,600	24,400	24,400	24,400	24,400
Daily/advertising/term Rents	192,561	201,006	209,287	166,056	186,700	186,400	193,244	193,244	193,244	193,244	193,244
Transfer from other Funds	147,183	143,736	145,219	144,071	110,000	122,500	91,500	36,500	0	0	0
Utility Fund Transfers	53,256	54,801	54,261	51,625	52,000	52,000	52,000	52,000	52,000	52,000	52,000
<b>TOTAL REVENUES</b>	<b>415,225</b>	<b>433,658</b>	<b>434,196</b>	<b>387,629</b>	<b>373,230</b>	<b>382,930</b>	<b>358,474</b>	<b>306,274</b>	<b>269,774</b>	<b>269,774</b>	<b>449,774</b>
Personnel Services	113,182	123,290	127,663	132,446	139,119	139,119	142,373	145,220	148,125	151,087	154,109
Office Expenses	40,495	44,969	46,739	47,201	47,300	47,300	48,300	47,300	47,300	47,300	47,300
Professional Services	126,705	119,358	128,827	130,934	133,250	132,990	137,320	133,250	133,250	133,250	133,250
Repair & Maintenance	24,657	33,948	20,512	21,328	31,000	31,000	31,000	31,000	31,000	31,000	31,000
Transfer to Other Funds	11,334	11,428	11,017	12,834	0	0	0	0	0	0	0
Capital	6,770	26,094	27,438	20,212	32,300	24,390	98,974	20,000	10,000	50,000	8,500
<b>TOTAL EXPENDITURES</b>	<b>323,143</b>	<b>359,087</b>	<b>362,196</b>	<b>364,955</b>	<b>382,969</b>	<b>374,799</b>	<b>457,967</b>	<b>376,770</b>	<b>369,675</b>	<b>412,637</b>	<b>374,159</b>
<b>NET OPERATIONS</b>	<b>92,082</b>	<b>74,571</b>	<b>72,000</b>	<b>22,674</b>	<b>-9,739</b>	<b>8,131</b>	<b>-99,493</b>	<b>-70,496</b>	<b>-99,901</b>	<b>-142,863</b>	<b>75,615</b>
=====											
BEGINNING FUND BALANCE	107,189	199,271	273,842	345,842	368,516	368,516	376,647	277,154	206,658	106,757	-36,107
ENDING FUND BALANCE	199,271	273,842	345,842	368,516	358,777	376,647	277,154	206,658	106,757	-36,107	39,508
							<b>60.5%</b>				

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CITY OF SAINT PETER  
TAX THEORY  
TAX LEVY: CERTIFY IN 2015, COLLECTIBLE IN 2016

					BUDGET	PROJECTED	
	Certified: Payable:	2011 2012	2012 2013	2013 2014	2014 2015	2015 2016	2016 2017
General Fund		1,275,614	1,275,614	1,305,614	1,308,614	<b>1,416,614</b>	1,566,614
\$ increase (decrease) in General Fund		90,490	0	30,000	3,000	<b>108,000</b>	150,000
% increase (decrease) in General Fund		7.64%	0.00%	2.35%	0.23%	<b>8.25%</b>	10.59%
Public Library		250,133	220,133	220,133	220,133	<b>220,133</b>	231,140
Community Center						0	0
Park Enhancement fund						0	0
N Firefighter's Relief		10,000	10,000	10,000	8,000	0	0
Special Levies:							
A Bonded Indebtedness							
09 Public Project Revenue Bond(SPCC)		294,277	294,277	284,053	284,055	<b>283,593</b>	282,665
B Certificates of Indebtedness							
Expired Equipment Certificates		0	0	0	0	0	0
08 Equipment Certificate		51,372	0	0	0	0	0
'09 Equipment Certificate		65,720	63,977	62,049	0	0	0
'10 Equipment Certificate		34,300	33,400	32,500	31,132	0	0
'11 Equipment Certificate		21,995	21,425	20,850	20,235	<b>19,590</b>	0
'12 Equipment Certificate		14,600	48,900	53,000	47,500	<b>47,500</b>	47,500
'13 Equipment Certificate - Fire Truck			87,780	79,133	105,206	<b>101,148</b>	100,435
'14 Equipment Certificate				40,678	67,979	<b>67,980</b>	67,980
'15 Equipment Certificate					57,500	<b>50,250</b>	50,250
'16 Equipment Certificate						<b>57,500</b>	56,000
'17 Equipment Certificate							56,000
'18 Equipment Certificate					0		
'19 Equipment Certificate							
'20 Equipment Certificate							
C Bonds of another local unit of Gov't							
J Pera Employer rate inc. after 6/30/01		0	0	0	0	0	0
Unallotment --		0	0	0	0	0	0
Abatement for Nash Finch				0	0	0	0
Abatement for ISJ Clinic		23,000	23,000	23,000	20,000	<b>20,000</b>	20,000
Special Levies:		505,264	572,759	595,263	633,607	<b>647,561</b>	680,830
Levy applicable to levy limits:		na	na	1,535,747	na	na	1,797,754
TOTAL GROSS LEVY:		2,041,011	2,078,506	2,131,010	2,170,354	2,284,308	2,478,584
% increase(decrease) over prior levy		0.00%	1.84%	2.53%	1.85%	<b>5.25%</b>	8.50%
Tax Rate: City		49.00	50.67	51.13	46.79	<b>48.06</b>	51.63
Tax Rate: Total							
Taxable Market Value		430,696,300	424,206,500	428,488,400	459,425,700	<b>479,690,000</b>	
Exempt Market Value		277,106,400	277,106,400	277,106,400	277,106,400	<b>277,106,400</b>	
Net Tax Capacity		4,165,734	4,102,084	4,167,947	4,638,662	<b>4,752,749</b>	4,800,276
City		49.004	50.673	51.13	46.79		
County		53.67	52.001	51.24	49.357		
School		16.716	16.752	17.175	17.003		
Region 9		0.19	0.188	0.172	0.153		
Multi-County		0.367	0.352	0.322	0.301		
Total extension rate		119.947	119.966	120.039	113.604		

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**City Tax Comparison ( not total tax bill)  
2.5% increase in tax capacity**

2016 tax capacity	4,752,749	2016 levy	\$2,284,308	City extension rate =	0.48063
2015 tax capacity	4,638,662	2015 levy	\$2,170,354	City extension rate =	0.46788

If, your taxable Market Value is .....	2016 tax	2015 final tax	Annual change if MV stays the same	If, your taxable Market value increased 5%	2016 tax	Annual Change from 2015
<b><u>Homestead value with MV exclusion =</u></b>						
\$ 60,000	173.03	168.44	4.59	63,000	181.68	13.24
\$ 76,000	219.17	213.35	5.81	79,800	230.13	16.77
\$ 100,000	344.90	335.75	9.15	105,000	371.09	35.34
<b>\$ 150,000</b>	<b>606.84</b>	<b>590.75</b>	<b>16.09</b>	157,500	646.13	55.38
\$ 250,000	1,130.73	1,100.74	29.98	262,500	1,196.21	95.47
\$ 413,800	1,988.85	1,936.11	52.74	434,490	2,097.24	161.13
<b><u>4+ rental housing =</u></b>						
\$ 110,000	660.86	643.34	17.52	115,500	693.91	50.57
\$ 150,000	901.18	877.28	23.90	157,500	946.24	68.96
\$ 200,000	1,201.57	1,169.71	31.86	210,000	1,261.65	91.94
\$ 250,000	1,501.96	1,462.14	39.83	262,500	1,577.06	114.93
<b><u>Commercial/Industrial =</u></b>						
\$ 150,000	1,081.41	1,052.74	28.68	157,500	1,153.51	100.77
\$ 175,000	1,321.73	1,286.68	35.05	183,750	1,405.84	119.16
\$ 200,000	1,562.04	1,520.62	41.42	210,000	1,658.17	137.55
\$ 250,000	2,042.67	1,988.51	54.17	262,500	2,162.83	174.32
\$ 1,000,000	9,252.10	9,006.76	245.34	1,050,000	9,732.73	725.97

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**CITY OF SAINT PETER, MINNESOTA**

**RESOLUTION NO. 2015 -**

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

**RESOLUTION ADOPTING FINAL 2015 TAX LEVY COLLECTIBLE IN 2016**

WHEREAS, the Legislature of the State of Minnesota has enacted a Truth in Taxation law requiring cities with populations of more than 2,500 to certify a proposed tax levy for 2015, payable in 2016, to the County Auditor by September 30, 2015; and

WHEREAS, that levy was certified and set at a total levy of \$2,284,308; and

WHEREAS, in prior years the Legislature of the State of Minnesota has repealed the Truth in Taxation law which required cities to publish notices and hold public hearings on the levy and budgets proposed for the 2016 fiscal year; and

WHEREAS, there are no levy limits enacted for taxes collectible in 2016; and

WHEREAS, the final tax levy of 2015, payable in 2016, must be certified to the County Auditor by December 30, 2015, and cannot exceed the amounts proposed in September, 2015; and

WHEREAS, in the further development and examination of the budgets after the September certification, the levy has remained at \$2,284,308.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: the following sums of money be certified to the County Auditor of Nicollet County, Minnesota, as the final tax levy for 2015, collectible in 2016, upon the taxable property in said City of Saint Peter, Nicollet County, Minnesota:

- 1) for the purpose of paying the general expenses of the City of Saint Peter for the fiscal year commencing January 1, 2016, a tax of \$ 1,416,614 be levied on all of the taxable property in the City of Saint Peter for the year 2016.
- 2) for the purpose of defraying the cost of operating the Saint Peter Public Library for the year commencing January 1, 2016, a tax of \$ 220,133 be levied on all of the taxable property in the City of Saint Peter for the year 2016.
- 3) for the purpose of defraying the cost of operating the Saint Peter Fire Relief for the year commencing January 1, 2016, a tax of \$ 0 be levied on all of the taxable property in the City of Saint Peter for the year 2016.
- 4) for the purpose of defraying the cost of the 2011 Equipment Certificates of Indebtedness for the year commencing January 1, 2016, a tax of \$ 19,590 be levied on all taxable property in the City of Saint Peter for the year 2016.
- 5) for the purpose of defraying the cost of the 2012 Equipment Certificates of Indebtedness for the year commencing January 1, 2016, a tax of \$ 47,500 be levied on all taxable

property in the City of Saint Peter for the year 2016.

- 6) for the purpose of defraying the cost of the 2013 Fire Truck Equipment Certificates of Indebtedness for the year commencing January 1, 2016, a tax of \$ 101,148 be levied on all taxable property in the City of Saint Peter for the year 2016.
- 7) for the purpose of defraying the cost of the 2014 Equipment Certificates of Indebtedness for the year commencing January 1, 2016, a tax of \$ 67,980 be levied on all taxable property in the City of Saint Peter for the year 2016.
- 8) for the purpose of defraying the cost of the 2015 Equipment Certificates of Indebtedness for the year commencing January 1, 2016, a tax of \$ 50,250 be levied on all taxable property in the City of Saint Peter for the year 2016.
- 9) for the purpose of defraying the cost of the 2016 Equipment Certificates of Indebtedness for the year commencing January 1, 2016, a tax of \$ 57,500 be levied on all taxable property in the City of Saint Peter for the year 2016.
- 10) for the purpose of defraying the cost of the 2001 Public Project Revenue Bond (St. Peter Community Center) for the year commencing January 1, 2016, a tax of \$ 283,593 be levied on all taxable property in the City of Saint Peter for the year 2016.
- 11) for the purpose of tax abatement for the fiscal year commencing January 1, 2016, a tax of \$ 20,000 be levied on all of the taxable property in the City of Saint Peter for the year 2016.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 14<sup>th</sup> day of December 2015.

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Timothy Strand  
Mayor

ATTEST:

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Todd Prafke  
City Administrator

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2015 -

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

**RESOLUTION APPROVING GENERAL FUND, SPECIAL REVENUE FUNDS, DEBT SERVICE FUNDS, CAPITAL FUNDS, AND AGENCY FUNDS FOR THE 2016 FISCAL YEAR**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: the General Fund, Special Revenue Funds, Debt Service Funds, Capital Funds, and Agency Fund expenditure budgets for the 2016 fiscal year be and hereby are approved as follows:

I.	General Fund		
	A. General Government	\$ 1,050,583	
	B. Public Safety	2,830,973	
	C. Public Works	2,337,003	
	D. Recreation and Leisure	643,225	
	E. Other and Miscellaneous	<u>441,550</u>	
			\$ 7,303,334
II.	Special Revenue Funds		
	A. Insurance	\$ 50,000	
	B. Library	405,233	
	C. SPPA	21,608	
	D. Community Center	457,967	
	E. Economic Revolving Loan	300,000	
	F. North Third Street Tax Increment #18	75,000	
	G. Fire Relief Association	50,500	
	H. Nicollet Hotel	10,900	
	I. Nicollet Plaza	10,300	
	J. Tornado Revolving Loan	75,000	
	K. Housing Tax Increment #9	20,500	
	L. Nicollet Meadows Tax Increment #10	326,200	
	M. INH Tax Increment #11	33,300	
	N. Façade Revolving Loan	10,000	
	O. Washington Terrace Tax Increment	120,000	
	P. Jefferson Ave Tax Increment	100,000	
			\$2,066,508
III.	Debt Service Funds		\$1,706,056
IV.	Capital Funds		\$ 505,425
IV.	Agency Funds		\$ <u>5,514</u>
	TOTAL FUND EXPENDITURES:		<u>\$11,586,837</u>

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota this 14<sup>th</sup> day of December 2015.

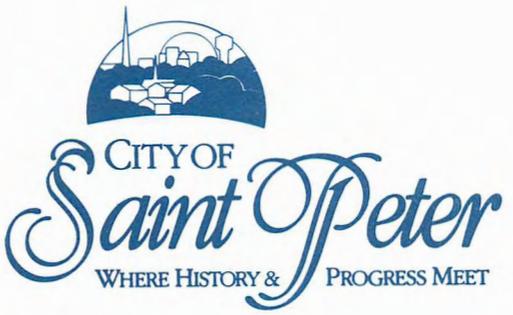
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Timothy Strand  
Mayor

ATTEST:

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Todd Prafke  
City Administrator



## Memorandum

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

**DATE:** 12/10/15

**FROM:** Todd Prafke  
City Administrator

**RE:** Step Pay Increases

### **ACTION/RECOMMENDATION**

Approve the attached resolution providing for a pay modification for all non-union, non-contract employees based on comparable worth points and market comparisons.

### **BACKGROUND**

As you may recall, the Council has used two different methods over the last 8 to 10 years in making yearly pay changes. Those changes include a flat percentage increase or a stratified increase as is being recommended for the 2016 year. I have discussed this plan with the Council on four separate occasions as either a part of budget discussions or Goal Sessions.

In past years the Council has attempted to address apparent inequities created by straight percentage increases. The step pay modification attempts to address some of those inequities via a stratification of the percentages inverse of the comparable worth point system.

The basis for stratification is premised on the mathematical fact that a straight percentage pay increase for all classifications means that employees with higher point values and dollars receive more money and the gap between higher pointed employees and lower pointed employees becomes greater. It is my hope that this process will provide for a more equal stratification of that pay and is a somewhat better way to address gaps between classifications of employees. Your current comparable worth and pay equity systems provide for point values ranging from 90 for a Meter Reader classification to 483 for City Administrator. All employees fall into ranges that can readily be broken down into four "natural" groupings within the following point ranges: (these groupings are the same as that accepted by the Council in 1998-2008):

Range 1	90 to 203
Range 2	204-238
Range 3	239-353
Range 4	354+

Please note that this stratification is based on placement of employees within the continuum and many more employee classifications fall within the range of 90-238 (approximately 30) than 239 and above (approximately 11).

The suggested percentage increase for each range is:

Range 1	3.1%
Range 2	3.0%
Range 3	2.8%
Range 4	2.7%

You should be aware that a number of years ago the Council made this philosophical change in process and it means that your higher pointed employees receive less money relative to years past. This type of activity should not be construed to take the place of a pay system as we discussed at that time and is only providing for movement in that general direction. This type of change is not without its pitfalls. There are a number of very valid arguments that could be used to justify a different arrangement of the ranges. One could also argue that higher pointed employees have a greater ability to impact savings and operations and therefore, should see increases that are relative to that ability. This action does presume that the basis for higher base pay is related to that potential impact from higher pointed employees.

You should note that this resolution does not include any step or market change in pay for the City Administrator and union members as those positions have contracts that I believe will be completed early in the 2016 year.

**FISCAL IMPACT:**

This type of pay modification will fall within budget parameters for the 2016 budget year. The anticipated and budget total impact to the General Fund, including potential union settlements that are attributable to the General Fund, is \$132,000.

**ANOMALIES:**

You have some specific job classifications that, due in large part to relatively recent changes in organization, pay or other issues such as job description, market forces or hire pay levels, should be reviewed. Some of the modifications you have made in the past have helped to move pay into the mid-level however, I believe based on the survey and statistical information, we lag behind. It is clear that should we have a change in staff we do not want to be in a position where we pay more for a new hire than the pay that was being made by your current employee. That concern drives much of my thought process on this topic. Additionally, the Council made a commitment to your Public Works Director as a part of that hire process and we also have minimum wage compliance actions and a few wage changes based on what I believe is appropriate in this tighter job marketplace.

**Probationary Employees:** Probationary employees will not be provided with the pay increase until such time as they have successfully completed their probationary period.

**Accountant:** This position lags market place based on the independent work, responsibility and newly assigned duties over the past 5+ years based on changes in organizational structure. Again, my concerns about lag in the marketplace are a part of this evaluation, but a significant driver is the level of knowledge that is required to perform the tasks, including independent judgment related to our general ledger and other reporting.

Computer Services Technician II: This position lags market place based on the independent work, responsibility and newly assigned duties over the past 3-5 years based on changes in organizational structure. Again, my concerns about lag in the market place are a part of this evaluation, but a significant driver is the level of knowledge that is required to perform the tasks including independent judgment and our expectations for system security, design and maintenance.

**Positons and scales paying less than the Minimum Wage Standards for 2016:** The Council should note that there are a few exceptions to the minimum wage rules we have applied over the last two years. Additionally we have applied the changes as of January 1<sup>st</sup> rather than mid-August as is required by State law. While minimum wage is the law an arguably more practical application is the competition for employees in the positions that are mostly seasonal in nature. Low unemployment, timeline for application, and hire commitments, as well of length of employment, are all factors that drive pay at least as much as minimum wage law changes do for our needs.

**Aquatics Pay Scale**

# of years	Cashier	Lifeguard	WSI	WSI/LG	Head Guard
1	\$7.50	\$9.50	\$9.75	\$10.00	\$11.00
2	\$7.75	\$9.75	\$10.00	\$10.25	\$11.25
3	\$8.00	\$10.00	\$10.25	\$10.50	\$11.50
4+	\$8.25	\$10.25	\$10.50	\$10.75	\$11.75

**Summer Rec Pay scale**

# of Years/Seasons	Rec Assistant/Office Assistant	Rec Leader/Coach	Summer Program Coordinator
1	\$9.50	\$10.00	\$11.25
2	\$9.75	\$10.25	\$11.50
3	\$10.00	\$10.50	\$11.75
4+	\$10.25	\$10.75	\$12.00

**Public Access Pay Scale**

# of Hours	Production Assistants
0-520	\$9.50
521-1040	\$9.75
1041-1560	\$10.00
1561+	\$10.25

**Library Circulation Clerks**

# of Hours of service	Circulation Clerks
0-520	\$9.50
521-1040	\$9.75
1041-1560	\$10.00
1561+	\$10.25

**Public Works Summer Workers**

# of Years/seasons	PW Summer Workers
1	\$9.50
2	\$9.75

3	\$10.00
4+	\$10.25

**Building Supervisors**

# of hours of service	Building Supervisors
0-520	\$10.00
521-1040	\$10.25
1041-1560	\$10.50
1561+	\$10.75

You have a number of employees that have performed very well throughout the year. In general, you have a very high performing employee group. At some point I would like to move to a performance based system, however I think the process to get to that point is likely to be painful and at times counterproductive so I am not recommending this for the 2016 year.

**FISCAL IMPACT:**

All the recommended changes fall within the budget parameters set in September. The impact to General Fund of this action, as well as the upcoming union contract wage changes is approximately \$132,000. I have provided an approximate number because variables include overtime estimates based on previous years. Please know that snow removal overtime and other emergencies can impact our totals. Council may also note that our budgets and estimates have been very prophetic in past years.

**ALTERNATIVES/VARIATIONS:**

No action: No action will be taken. I will wait for additional direction from the Council.  
 Negative vote: No action will be taken.  
 Modification of the resolution: This is always an option of the Council. Because of the calculations and long-range impact of any modification brought to the floor, it is my hope that should changes be needed or requested, adequate time be provided to analyze any impact.

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

TP/bal

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2015 -

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

**RESOLUTION ESTABLISHING 2016 WAGE FOR NON-UNION, NON-CONTRACT EMPLOYEES**

WHEREAS, the City Council provides for wage modifications; and

WHEREAS, a basic tenet of the City Council has been to ensure that non-union and union employees are treated in a similar fashion; and

WHEREAS, the Council continues to work to contain costs but recognizes that the quality of City services are dependent on the quality of City employees; and

WHEREAS, if changes occur to the City's revenue stream the Council will review the number of full-time equivalent employees and services provided to the community; and

WHEREAS, changes in minimum wage laws have impacted what the City must pay many part-time and seasonal positions.

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

- 1. Non-unionized, non-contract full-time and part-time employees that have completed probation will receive a wage increase based on the following table which is based on job description pay equity points, except those noted below, effective January 1, 2016.

Range 1 (90 to 203)	3.1%
Range 2 (204 to 238)	3.0%
Range 3 (239 to 353)	2.8%
Range 4 (354+)	2.7%

- 2. The following job titles will be paid based on the scales provided:

**Aquatics Pay Scale**

# of years	Cashier	Lifeguard	WSI	WSI/LG	Head Guard
1	\$7.50	\$9.50	\$9.75	\$10.00	\$11.00
2	\$7.75	\$9.75	\$10.00	\$10.25	\$11.25
3	\$8.00	\$10.00	\$10.25	\$10.50	\$11.50
4+	\$8.25	\$10.25	\$10.50	\$10.75	\$11.75

**Summer Rec Pay scale**

# of Years/Seasons	Rec Assistant/Office Assistant	Rec Leader/Coach	Summer Program Coordinator
1	\$9.50	\$10.00	\$11.25
2	\$9.75	\$10.25	\$11.50

3	\$10.00	\$10.50	\$11.75
4+	\$10.25	\$10.75	\$12.00

**Public Access Pay Scale**

# of Hours	Production Assistants
0-520	\$9.50
521-1040	\$9.75
1041-1560	\$10.00
1561+	\$10.25

**Library Circulation Clerks**

# of Hours of service	Circulation Clerks
0-520	\$9.50
521-1040	\$9.75
1041-1560	\$10.00
1561+	\$10.25

**Public Works Summer Workers**

# of Years/seasons	PW Summer Workers
1	\$9.50
2	\$9.75
3	\$10.00
4+	\$10.25

**Building Supervisors**

# of hours of service	Building Supervisors
0-520	\$10.00
521-1040	\$10.25
1041-1560	\$10.50
1561+	\$10.75

3. The following positions will be paid as indicated.

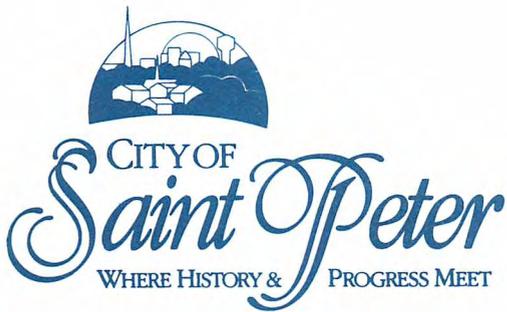
- Accountant - \$25.43 per hour
- Computer Service Technician II - \$25.75 per hour
- Director of Public Works - \$93,500 per year

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 14th day of December, 2015.

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

ATTEST:

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



## Memorandum

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

**DATE:** 12/10/15

**FROM:** Todd Prafke  
City Administrator

**RE:** Senior Services Contract for 2016

### **ACTION/RECOMMENDATION**

Provide authorization for execution of a Senior Services contract with Nicollet County for 2016.

### **BACKGROUND**

The City has participated in a shared arrangement for services that has provided what we have called "Senior Services" for a number of years. This arrangement originally came into place after the retirement of the Senior Services Director Lavonne Campbell who was an employee of the City. Before her retirement, the City and Nicollet County worked together on many programs and projects and a positive synergy developed around those. When she retired, the synergy of that program was able to be maintained in a cost effective way through the purchase of staff time from the County. This arrangement also reduced our anticipated overall costs as compared to going it alone.

You might also remember that this was viewed as a trade for transit activities that we provided to the County primarily through Public Health. In other words, we bought senior services from them and they bought transportation services from us. It started out as a trade of dollars. Over the years transportation needs and programs have changed and we no longer have a transportation agreement because of its' intermittent use, but we continue to want Senior services and believe that this arrangement is reasonable for us today.

The contract included in your packet provides for those services and is meant to identify how, where and generally when, those services are provided to our citizens.

There are a few changes within the contract from previous years, but most are technical or clarifications. I do not view any as being substantive. The nature of the contract is that we buy Nicollet County staff time to provide senior services. The contract and services have worked well in the past and are budgeted and planned for in the 2016 budget. Programming that includes these services is also a part of the Recreation and Leisure Services work plan for the 2016 year.

In the past, the City Council supported a Vital Living Initiative. I anticipate that Initiative will be renewed in the next couple of years as we continue to see changes in the demographics of our community. If there are to be major changes in the services the City provides to Seniors, the

changes are likely to come from that Initiative and may have an impact on this contract in the future. Again, I do not expect significant changes to occur in the very short term. The contract provides for a sixty day (60) termination, which frankly is the minimum amount of time we might need if we changed service levels, programming or if the County changed providers. A change in personnel in this area may lead to a different approach as we have discussed with the Council.

**FISCAL IMPACT:**

I anticipate the total cost of the contract to be about \$26,000 in 2016.

**ALTERNATIVES/VARIATIONS:**

Do not act: The current contract has expired. Should the Council choose to take no action, Nicollet County would be notified.

Denial: No further action will be taken without additional direction from the Council. Nicollet County would be notified and certain services that are currently provided through the previous contract would either need to be provided by City staff, or eliminated.

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

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

TP/bal

## SENIOR CITIZEN CONTRACT

THIS AGREEMENT made and entered into by and between the City of St. Peter, hereinafter referred to as "City", a Minnesota municipal corporation, and Nicollet County, hereinafter referred to as "County", a Minnesota political subdivision.

WHEREAS, the County maintains a Nicollet County Coordinator of Senior Services to serve Nicollet County;

WHEREAS, the City wishes to provide services for its seniors.

NOW, THEREFORE, in consideration of mutual promises contained herein, the parties agree as follows:

### 1. COUNTY DUTIES

- A. The County shall employ and individual in the position of Coordinator of Senior Services. The individual will be an employee of the County, assigned to the City. The individual will be deemed a County employee for purposes of employment benefits including health care coverage, vacation and sick time, holiday designations and pay, and other County employee-related benefits. The individual will be subject to the County Employee Policies and Procedures as set forth in the Personnel Roles and Regulations, as may be modified during the period of the Agreement.
- B. Nicollet County Coordinator of Senior Services will maintain office hours at the St. Peter Senior Center on Monday through Friday from 1:30 p.m. to 4:30 p.m., or as adjusted from time to time by mutual consent of the parties.
- C. The County Coordinator of Senior Services shall serve as the St. Peter Senior center Program Director and complete the following tasks:
  1. Determine program needs for seniors;
  2. Plan and coordinate senior activities, programs, and events;
  3. Schedule activities, programs and events;
  4. Prepare and publish a bi-monthly, county wide senior newsletter;
  5. Coordinate with other county clubs and organizations;

### 2. CITY DUTIES

- A. The City shall provide the County with office space in the St. Peter Senior Center for the County Coordinator of Senior Services.

B. The City shall reimburse the County for fifteen (15) hours per week or 780 hours per year for the respective calendar year for the Coordinator of Senior Services.

C. The City shall reimburse the County for one half (½) of the cost of the postage for the monthly senior newsletter.

3. TERM. This Contract shall be effective from January 1, 2016 through December 31, 2016. The Contract may be renewed at the end of the term upon the written consent of the parties.

4. TERMINATION. This Contract may be terminated upon written notice of termination delivered by one party to the other at least sixty (60) days prior to termination or a shorter time as mutually agreed upon by the parties.

#### 5. INDEMNIFICATION AND INSURANCE

A. Indemnification of the County. The County shall defend and save the City harmless from any claims, demands, actions, or causes of action arising out of any willful or negligent act, or out of any negligent omission on the part of the County, its agents, assignees, or employees in performance of or with relationship to any of the work or services provided to be performed by the County under the terms of this Contract.

B. Indemnification of the City. The City shall defend and save the County harmless from any claims, demands, actions, or causes of action arising out of any willful or negligent act, or out of any negligent omission on the part of the City, its agents, assignees, or employees in performance of or with relationship to any of the work or services provided to be performed by the City under the terms of this Contract.

C. Insurance. The County, further, that in order to protect itself, as well as the City under the indemnity agreement set forth above, will, at all times during the term of this Contract, have and keep in force automobile insurance, general liability insurance, and worker's compensation insurance having liability limits which satisfy the requirements of Minn. Statute Chapter 466, entitled "Tort Liability of Political Subdivisions", and other applicable statutes requiring insurance coverage.

6. EQUAL EMPLOYMENT OPPORTUNITY. In fulfilling this Contract, the County will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The County will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their

race, religion, sex, color, national origin, creed, marital status, status with regard to public assistance, disability or age.

7. **CONDITIONS OF THE PARTIES OBLIGATIONS.** Any alterations, variations, modifications or waivers or provisions of this Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of this Contract.

No claim for services furnished by the County not specifically provided for in the Contract, will be allowed by the City, nor shall the County do any work or furnish any materials not covered by this Contract unless this is approved in writing by the City. Such approval shall be considered to be a modification of the Contract.

8. **SUBCONTRACTING.** The County, as part of their managerial duties, shall enter subcontracts, as necessary and/or required, for any transit services not directly provided by the County. The County will provide a copy of all subcontracts to the City.

9. **MISCELLANEOUS.** It is understood and agreed that the entire agreement of the parties is contained herein and that this Contract supercedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

10. **EFFECTIVE DATE.** This contract is effective January 1, 2016 through December 31, 2016.

CITY OF ST. PETER

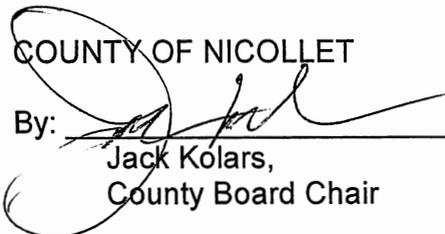
By: \_\_\_\_\_  
Timothy Strand, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Todd Prafke, City Administrator

Date: \_\_\_\_\_

COUNTY OF NICOLLET

By:  \_\_\_\_\_  
Jack Kolars,  
County Board Chair

Date: 11-24-15

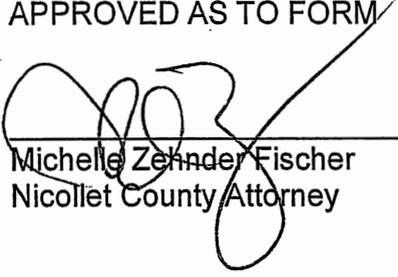
By: \_\_\_\_\_

  
Ryan Krosch,  
County Administrator

Date: \_\_\_\_\_

11/24/15

APPROVED AS TO FORM

  
Michelle Zehnder Fischer  
Nicollet County Attorney

**CITY OF SAINT PETER, MINNESOTA**

**RESOLUTION NO. 2015 -**

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

**RESOLUTION APPROVING EXECUTION OF SENIOR CITIZEN CONTRACT  
BETWEEN THE CITY AND NICOLLET COUNTY**

WHEREAS, the City Council has found cooperative ventures with Nicollet County to be an effective way to provide services to its citizens and to enhance services; and

WHEREAS, the City has previously entered into a contract with Nicollet County that provides for cooperative services in the area of Senior Citizen programs; and

WHEREAS, the contract has expired and staff recommends execution of a replacement contract; and

WHEREAS, the agreement will allow the City to continue service at the same levels as previous years.

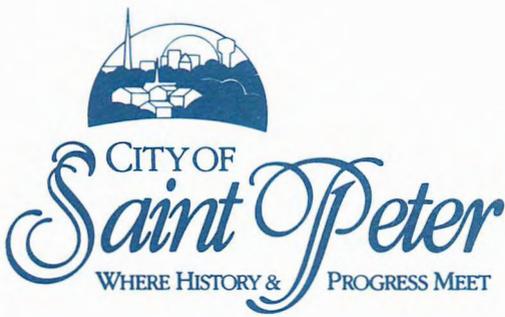
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: the Mayor and City Administrator are authorized to execute the Senior Citizen Contract with Nicollet County for the period January 1, 2016 through December, 31, 2016.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 14th day of December, 2015.

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

ATTEST:

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



## Memorandum

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

**DATE:** 12/11/2015

**FROM:** Todd Prafke  
City Administrator

**RE:** St. Peter Mobile Homes Land Purchase agreement.

### **ACTION/RECOMMENDATION**

Approve the attached resolution directing the City Administrator to enter into a Purchase Agreement with St. Peter Mobile Homes for the acquisition of land in the Ray & Brown's Addition for \$164,190.

### **BACKGROUND**

The Council has discussed the desire for this parcel and terms of an agreement over a number of closed and open sessions. The purpose of the purchase is to facilitate the development of a stormwater detention basin in combination with another adjacent parcel which will be discussed as the next agenda item. Both parcels are needed to meet the stormwater needs of the area. If the Council does not take action to purchase both, we will have significant challenges in developing the basin in the most efficient and effective way.

It may also be important to note that this parcel was selected based on an analysis of location and pond development costs. Alternative sites were reviewed, but this site was the most cost effective when considering those development costs and the amount the Council was willing to pay for the land. A balance of site, development costs and proposed alternate uses were reviewed and, based on our analysis and Council discussion, this site was viewed as the best choice when balancing all the issues under consideration.

We do not anticipate immediate construction of a stormwater basin; rather a basin will be built as development occurs in the area.

A map of the area is attached as is a copy of the Purchase Agreement. While the agreement in your packet has not been signed, your Attorney has reviewed the document, received a signed copy and has recommended approval.

### **FISCAL IMPACT:**

The cost of acquisition, \$164,190, will be paid from Stormwater funds.

### **ALTERNATIVES/VARIATIONS:**

Do not act. Staff will wait for further direction from the Council, but I do not believe a delay will provide you with any additional leverage in price and may, in fact, hurt your chances of entering the agreement under the terms now in place.

Negative vote. Staff will inform the seller. We will work to identify other options for the location of this basin.

Modification of the resolution. This is always an option of the Council.

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

TP/bal

## PURCHASE AGREEMENT

**1. PARTIES.** This Purchase Agreement is made on November 5, 2015, by and between the City of Saint Peter, a municipal corporation, hereinafter referred to as **CITY**, and St. Peter Mobile Homes, Inc., a Minnesota corporation, hereinafter referred to as **MOBILE HOMES**.

**2. OFFER/ACCEPTANCE.** In order to construct a stormwater detention pond, **CITY** offers to purchase and **MOBILE HOMES** agrees to sell real property legally described as follows, to-wit:

Lots Numbered 1, 2, 3, 4, 5, 10, 11, 12, 13 and 14 in Block No. 4 in Ray & Brown's Addition to Traverse, according to the Plat of said Addition on file and of record in the office of the County Recorder within and for said Nicollet County;

located at City of St. Peter, County of Nicollet, State of Minnesota, together with all affected site improvements and construction related interference.

**3. ACCEPTANCE DEADLINE.** This offer to sell, unless accepted sooner, shall be null and void at November 30, 2015.

**4. PRICE AND TERMS.** The price for the real property, is One Hundred Sixty-Four Thousand One Hundred Ninety and no/100ths Dollars (\$164,190.00) which **CITY** shall pay as follows: Non-refundable earnest money of \$5,000.00 by check, receipt of which is hereby acknowledged to be tendered to St. Peter Mobile Homes, Inc. on the date of this agreement. The remaining balance of One Hundred Fifty-Nine Thousand One Hundred Ninety and no/100ths Dollars (\$159,190.00) on or before December 15, 2015, the day of closing.

**5. DEED/MARKETABLE TITLE.** Upon performance by **CITY**, **MOBILE HOMES** shall execute and deliver:

A. Warranty Deed, conveying marketable title, subject to:

- 1) Building and zoning laws, ordinances, state and federal regulations;
- 2) Restrictions relating to use or improvement of the property without effective forfeiture provisions;
- 3) Reservation of any mineral rights by the State of Minnesota;

- 4) Easements, restrictions of record, including but not limited to, utility and drainage interests which do not interfere with the existing use of the property.

6. **POSSESSION. MOBILE HOMES** shall deliver possession of the property not later than the day of closing. Provided, nevertheless, **MOBILE HOMES** shall have the right to remove personal property located on the property until April 30, 2016, due to the pending winter which would make it impracticable to remove earlier.

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

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

- A. If notice is given and **MOBILE HOMES** makes title marketable, then upon presentation to **CITY** and proposed lender of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the scheduled closing date, whichever is later.

- B. If notice is given and **MOBILE HOMES** proceeds in good faith to make title marketable but the 180 day period expires without title being made marketable, **CITY** may declare this Agreement null and void by notice to **MOBILE HOMES**, neither party shall be liable for damages hereunder to the other, and earnest money shall be refunded to **CITY**.
- C. If title is marketable, or is made marketable as provided herein, and **CITY** defaults in any of the agreements herein, **MOBILE HOMES** may cancel this contract as provided by statute and retain all payments made hereunder as liquidated damages.

**8. RISK OF LOSS.** **MOBILE HOMES** shall keep the Property in its current condition until closing and assume all risk of destruction, loss or damage to the Property due to fire, storm or other casualty up to the date of closing. In the event of any adverse change in the condition of the Property, **CITY**, in **CITY'S** sole discretion, at its option and by notice to **MOBILE HOMES**, may either (i) terminate this Agreement, and the Earnest Money shall be promptly refunded to **CITY**, or (ii) close on the Property, in which case there may be an equitable adjustment of the purchase price based on the change in circumstances.

**9. TAXES AND ASSESSMENTS.** Real property taxes due and payable in 2016, shall be paid by the **CITY**, as well as taxes and assessments in future years. Taxes for all years prior to 2016 shall be paid by **MOBILE HOMES**. Assessments, either general or special, for improvements completed prior to the date of Closing, whether matured or unmatured, shall be paid in full by **MOBILE HOMES**. **MOBILE HOMES** shall be responsible to pay any penalties and interest accrued on 2015 taxes or in any prior year.

**10. REPRESENTATIONS AND WARRANTIES BY MOBILE HOMES.** **MOBILE HOMES** warrants and represents to **CITY** that the following statements are true accurate as of the date of this Agreement and the Closing Date:

- A. **Title.** **MOBILE HOMES** is the record owner of good and marketable title to the Property. So long as this Agreement remains in force, **MOBILE HOMES** shall not make or suffer any mortgage, lease, conveyance or other transfer, lien or encumbrance of all or any

portion of the Property in a manner which will not be released at or prior to Closing.

B. **Capacity.** **MOBILE HOMES** has the full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by **MOBILE HOMES** pursuant hereto.

C. **Hazardous Substances.** **MOBILE HOMES** has no knowledge of any Hazardous Substances (as defined below), toxic substances or waste in or about the Property, or into the sewage or other waste disposal or draining system serving the Property. **MOBILE HOMES** has not used, generated, stored, treated, released, dumped or disposed of any Hazardous Substances (as defined below), toxic substances or waste in or about the Property, or into the sewage or other waste disposal or draining system serving the Property. To **MOBILE HOMES** knowledge, **MOBILE HOMES** has not received any written notice from any governmental authority concerning the presence of any Hazardous Substances located on, in or under the Property. In the event Hazardous Substances are discovered on the property during the course of the **CITY'S** construction that require remediation, the parties agree to cooperatively apply to the State of Minnesota Pollution Control Super Fund for clean-up funds. In addition, **MOBILE HOMES** agrees to escrow the sum of ten thousand and no/100ths Dollars (\$10,000.00) for a period of four years or until the property is otherwise developed by the **CITY**, whichever occurs earlier, at which time the escrow fund, together with any interest thereupon, shall be immediately paid to **MOBILE HOMES** less any necessary funds for environmental clean up as provided herein. The **CITY** shall pay any clean up costs which exceed \$10,000.00.

1. **"Environmental Law"** means the Comprehensive Environmental Response, Comparison and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control

Act, 33 U.S.C. §1251 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and

2. **“Hazardous Substance”** means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

- D. **Violations.** Neither the entering into this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by **MOBILE HOMES** of any judgment, order, writ, injunction or decree issued against or imposed upon it, or, to **MOBILE HOMES** knowledge, will result in a violation of any applicable law, order, rule or regulation of any governmental authority.
- E. **Proceedings.** To **MOBILE HOMES** knowledge there is no threatened or pending action, litigation, or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto or Environmental Laws) against the Property or against **MOBILE HOMES** with respect to **MOBILE HOMES** interest in the Property.
- F. **Governmental Notices.** To **MOBILE HOMES** knowledge **MOBILE HOMES** has received no notices from municipal or regulatory bodies that the Property is in violation of the provisions of any federal, state, local or other government building, zoning, environmental, health, fire, safety, platting, subdivision or other law, ordinance or regulation.
- G. **Wells; Private Sewage.** **MOBILE HOMES** certifies and warrants that to **MOBILE HOMES** knowledge there is one sealed well (the unique well sealing number is H198394) on the Property within the

meaning of Minn. Stat. 103I. This representation is intended to satisfy the requirements of that statute. **MOBILE HOMES** certifies that (i) sewage which will be generated at the Property does go to a facility permitted by the Minnesota Pollution Control Agency, and (ii) to **MOBILE HOMES** knowledge there is no existing or abandoned individual sewage treatment system on the Property.

- H. **Storage Tanks.** **MOBILE HOMES** discloses that there is one private underground storage tank used for settling car wash solids prior to entering the **CITY** wastewater system. **MOBILE HOMES** shall allow access to the **CITY** so it may estimate and if it chooses, remove said tank at the **CITY'S** expense. Provided, however, in the event the **CITY** discovers hazardous substances as defined in this Agreement when removing the tank, **MOBILE HOMES** shall be responsible to pay for the cost of necessary environmental clean-up out of the escrow account established in this Agreement, subject to the maximum amount provided in Section 10(C) of this Agreement. Other than those which have been disclosed by **MOBILE HOMES** to **CITY**, **MOBILE HOMES** has no other knowledge of any **additional** above ground or underground tanks which are located in or about the Property, either in use or abandoned, and no such tanks have been removed during **MOBILE HOMES** ownership of the Property except in compliance with applicable Federal, state and local statutes, regulations, ordinances or other regulatory requirements regarding such removal which were in force and effect at the time of removal.
- I. **Mechanics Liens.** **MOBILE HOMES** has paid for, or will pay for on or before Closing, all work, supplies and materials, performed upon and supplied to the Property by or on behalf of **MOBILE HOMES**.
- J. **Foreign Person.** **MOBILE HOMES** is not a "foreign person" as contemplated by Section 1445 of the Internal Revenue Code.

**Breach of MOBILE HOMES Representations or Warranties.** If any representation or warranty of **MOBILE HOMES** is determined not to be true in any material respect as of the Closing Date, **CITY** may, in **CITY'S** sole discretion,

at its option and by notice to **MOBILE HOMES**, either (i) terminate this Agreement, or (ii) close on the Property. **CITY'S** election to close with knowledge of a breach of a representation or warranty by the **CITY** will constitute a waiver or release by **CITY** of any claims due to such breach.

**Survival of the MOBILE HOMES Representation and Warranties.** Each of the **MOBILE HOMES** representations and warranties herein contained shall survive the Closing and delivery and recordation of the Deed.

**11. BOUNDARY LINE, ACCESS, RESTRICTIONS AND LIEN WARRANTIES.** **MOBILE HOMES** warrants that there is a right of access to the real property from a public right of way. **MOBILE HOMES** warrants that there has been no labor or material furnished to the property for which payment has not been made. **MOBILE HOMES** warrants that there are no present violations of any restriction relating to the use or improvement of the property. These warranties shall survive the delivery of the deed.

**12. CLOSING DOCUMENTS.** At the Closing, **MOBILE HOMES** shall execute and deliver the following:

- A. **Deed.** The Warranty Deed subject to any Permitted Exceptions and Certificate of Real Estate Value;
- B. **Seller's Affidavit.** A standard Seller's Affidavit with respect to judgments, bankruptcies, tax liens, mechanics liens, parties in possession, unrecorded interests, encroachment or boundary line questions, and related matters;
- C. **Nonforeign Affidavit.** An affidavit of **MOBILE HOMES** which states that **MOBILE HOMES** is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code; and
- D. **Miscellaneous.** Such other instruments and documents as are reasonably required by the Title Insurer.

**13. CLOSING COSTS.**

The following costs shall be paid by **MOBILE HOMES**:

- A. Costs or expenses associated with making title marketable;
- B. Preparation of Warranty deed;
- C. State Deed Tax;
- D. Abstracting costs incurred prior to closing.

The following costs shall be paid by **CITY**:

- A. Preparation of Mortgage or Deed of Trust;
- B. Recording fees; and
- C. Post closing abstracting costs.

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

**CITY:** City of Saint Peter,  
Community Development Director  
Municipal Building  
227 S. Front Street  
St. Peter, MN 56082

St. Peter City Attorney  
P.O. Box 57  
St. Peter, MN 56082

**MOBILE HOMES:**

St. Peter Mobile Homes, Inc.  
Kenneth H. Dahlgren, President  
617 North Ninth Street  
St. Peter, MN 5608

**15. ASSIGNMENT AND SUCCESSION.** This Agreement may be assigned by **MOBILE HOMES** and this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs or respective successors and assigns.

**16. SURVIVAL OF COVENANTS.** All of the terms, conditions, covenants and agreements contained in this Agreement shall survive the Closing.

**17. ENTIRE AGREEMENT.** This Agreement embodies the entire agreement between the **CITY** and **MOBILE HOMES** regarding the transaction contemplated hereby. This Agreement supersedes in all respects all prior written or oral agreements, if any, between the parties relating to the Agreement and the sale of the Property and there are no covenants, agreements, representations, warranties or undertakings of any sort or kind with respect thereto between the **CITY** and **MOBILE HOMES** other than those specifically set forth in this Agreement. This Agreement may be amended only by a written instrument signed by both the **CITY** and **MOBILE HOMES**.

**18. INTERPRETATION OF AGREEMENT.** The parties acknowledge that Agreement was prepared by the **CITY** solely as a convenience and that all parties and their counsel, hereto have read and fully negotiated all the language used in this Agreement. The parties acknowledge that because all parties and their counsel, if so desired, participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement which construes ambiguous or unclear language in favor of or against any party by reason of that party's role in drafting this Agreement.

**19. GOVERNING LAW.** The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**20. HEADINGS.** The headings in the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof.

**21. SEVERABILITY.** If any clause or provision of this Agreement is illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and legal, valid and enforceable.

**22. TIME OF ESSENCE: ACCEPTANCE.** Time is expressly declared to be of the essence of this Agreement.

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

**24. CONDITION OF PROPERTY:**

- A. **MOBILE HOMES** shall remove all debris and all personal property not included in this sale from the property before possession date. **MOBILE HOMES** has not received any notice from any governmental authority as to the existence of any Dutch elm disease, oak wilt, or other disease of any trees on the property.
- B. **MOBILE HOMES** knows of no wetlands, flood plain, or shoreland on or affecting the property.
- C. **MOBILE HOMES** warranties and representations contained in this paragraph 24, shall survive the delivery of the Deed or Contract for Deed, provided that any notice of a defect or claim of breach of warranty must be in writing. Any such notice with respect to matters referred to in A., above must be given by the **CITY** to **MOBILE HOMES** within one year of the Date of Closing or be deemed waived.

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

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

CITY OF SAINT PETER

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Todd Prafke, City Administrator

ST. PETER MOBILE HOMES, INC.

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Kenneth H. Dahlgren, President

Closing shall be at the office of:  
BRANDT LAW OFFICE  
Attorneys at Law  
219 W. Nassau, P.O. Box 57  
St. Peter, MN 56082  
Tel: (507) 931-6940

CITY OF SAINT PETER

---

Todd Prafke, City Administrator

ST. PETER MOBILE HOMES, INC.

*Kenneth H. Dahlgren, President 11/30/2015*  
Kenneth H. Dahlgren, President

Closing shall be at the office of:  
BRANDT LAW OFFICE  
Attorneys at Law  
219 W. Nassau, P.O. Box 57  
St. Peter, MN 56082  
Tel: (507) 931-6940

69



BROWN ST BASIN  
 INVERT = 748.0  
 NWL = 752.0  
 EOF = 758.5  
 2-YR = 754.2  
 10-YR = 755.6  
 100-YR = 757.5

SKIMMER STRUCTURE  
 PEAK OUTFLOW  
 2-YR = 6.2 CFS  
 10-YR = 16.5 CFS  
 100-YR = 21.8 CFS

EXISTING FLOW RATES  
 2-YR = 37.8 CFS  
 10-YR = 64.0 CFS  
 100-YR = 124.2 CFS

PROPOSED FLOW RATES  
 2-YR = 21.3 CFS  
 10-YR = 49.4  
 100-YR = 120.4 CFS



**BOLTON & MENK, INC.**  
 Consulting Engineers & Surveyors  
 MANKATO, MN FARMINGTON, MN SLEEPY HOLE, MN BURKOVILLE, MN WILLMAR, MN  
 CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN ROCHESTER, MN  
 AMES, IA SPENCER, IA DES MOINES, IA FARGO, ND

REV	DATE	BY

CITY OF SAINT PETER, MINNESOTA  
 BROWN STREET DETENTION BASIN  
 PROPOSED GRADING PLAN

SHEET  
 1

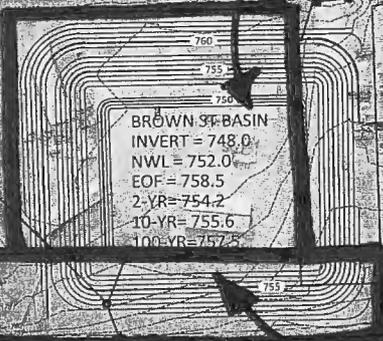
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100

DAHLGREN  
PROPERTY

CUNNINGHAM  
PROPERTY

SKIMMER STRUCTURE  
PEAK OUTFLOW  
2-YR = 6.2 CFS  
10-YR = 21.8 CFS  
100-YR = 21.8 CFS



EXISTING FLOW RATES  
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10-YR = 49.4  
100-YR = 120.4 CFS



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**BOLTON & MENK, INC.**  
 Consulting Engineers & Surveyors  
 MANKATO, MN FARMINGTON, MN STEELY EYE, MN BURBANKVILLE, MN WILMAR, MN  
 CHASKA, MN RAINSEY, MN MAPLEWOOD, MN BAKTER, MN ROCHESTER, MN  
 AMES, IA SPENCER, IA DES MOINES, IA FARGO, ND

REV	BY	DATE

CITY OF SAINT PETER, MINNESOTA  
 BROWN STREET DETENTION BASIN  
 PROPOSED GRADING PLAN

SHEET  
 1

**CITY OF SAINT PETER, MINNESOTA**

**RESOLUTION NO. 2015 -**

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

**RESOLUTION PROVIDING FOR THE PURCHASE OF LAND FROM ST. PETER MOBILE  
HOMES**

WHEREAS, the City of Saint Peter operates a stormwater system; and

WHEREAS, the City Council has provided for an analysis of options related to stormwater detention in the area of Old Minnesota Avenue south of St. Julien and north of Third Street; and

WHEREAS, stormwater detention will be needed in this area to meet rules established by the State of Minnesota as additional development occurs; and

WHEREAS, staff was directed by the Council to enter into negotiations to purchase land for the purpose of stormwater basin development; and

WHEREAS, St. Peter Mobile Homes has signed a purchase agreement.

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

1. The City Administrator is directed to enter into a purchase agreement dated November 5, 2015 for Lots 1, 2, 3, 4, 5, 10, 11, 12, 13, and 14 in Block 4 Ray & Browns Addition to Traverse.
2. Staff is directed to complete the purchase when all provisions of the agreement have been met, for a total price of \$164,190.
2. Funding for the purchase shall be from Stormwater Funds.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 14th day of December, 2015.

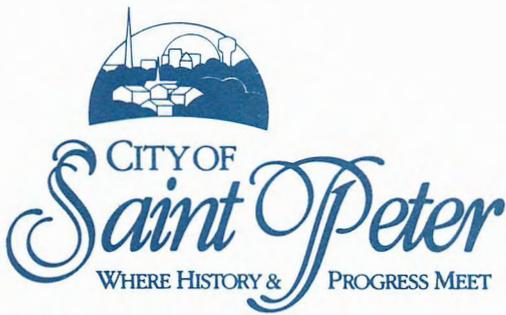
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Timothy Strand  
Mayor

ATTEST:

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Todd Prafke  
City Administrator



## Memorandum

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

**DATE:** 12/11/2015

**FROM:** Todd Prafke  
City Administrator

**RE:** Cunningham Land Purchase agreement.

### **ACTION/RECOMMENDATION**

Approve the attached resolution directing the City Administrator to enter into a Purchase Agreement with William H. and Tracy A. Cunningham for the acquisition of land in the Ray & Brown's Addition for \$39,400.

### **BACKGROUND**

The Council has discussed the desire for this parcel and terms of an agreement over a number of closed and open sessions. The purpose of the purchase is to facilitate the development of a stormwater detention basin in combination with another adjacent parcel, which will be discussed as the next agenda item. Both parcels are needed to meet the stormwater needs of the area. If the Council does not take action to purchase both, we will have significant challenges in developing the basin in the most efficient and effective way.

A unique provision within the agreement allows for a lease back of the property for the billboard that is currently in place. The lease is for a term of 17 years.

It may also be important to note that this parcel was selected based on an analysis of location and pond development costs. Alternative sites were reviewed, but this site was the most cost effective when considering those development costs and the amount the Council was willing to pay for the land. A balance of site, development costs and proposed alternate uses were reviewed and, based on our analysis and Council discussion, this site was viewed as the best choice when balancing all the issues under consideration.

We do not anticipate immediate construction of a stormwater basin; rather a basin will be built as development occurs in the area.

A map of the area is attached as is a copy of the Purchase Agreement. While the copy of the agreement included in your packet has not been signed, the City Attorney has reviewed the document, received a signed copy and is recommending approval.

**FISCAL IMPACT:**

The cost of acquisition, \$39,400 will be paid from Stormwater funds.

**ALTERNATIVES/VARIATIONS:**

Do not act. Staff will wait for further direction from the Council, but I do not believe a delay will provide you with any additional leverage in price and may, in fact, hurt your chances of entering the agreement under the terms now in place.

Negative vote. Staff will inform the seller. We will work to identify other options for the location of a future basin.

Modification of the resolution. This is always an option of the Council.

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

TP/bal

## PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement is made on \_\_\_\_\_, 2015, by and between the City of Saint Peter, a municipal corporation, hereinafter referred to as **CITY**, and William H. Cunningham, Jr. and Tracy A. Cunningham, husband and wife, hereinafter referred to as **CUNNINGHAM**.

2. **OFFER/ACCEPTANCE.** In order to construct a stormwater detention pond, **CITY** offers to purchase and **CUNNINGHAM** agrees to sell real property legally described as follows, to-wit:

**All that part of Government Lot Two (2) and Three (3) of Section No. Fifteen (15) in Township No. one Hundred Ten (110) North of Range No. Twenty-six (26) West, which is particularly described as follows, to-wit: Commencing at the Southwest corner of said Government Lot No. Two (2) and running thence North on the West line of said Government Lot No. Two (2) a distance of 250 feet; thence continuing Northerly from said point along the East line of the Northerly extension of Minnesota Avenue in the City of St. Peter, Minnesota, as is the same is now established and traveled, 761.4 feet; thence continuing North along the East line of Minnesota Avenue, 100.0 feet to the North line of the vacated Ray Street in the Plat of Ray & Brown's Addition to Traverse; thence deflecting right 90° – 00' along the North line of vacated Ray Street, 200.0 feet to the point of beginning of the tract of land hereby conveyed; thence continuing along the North line of vacated Ray Street Easterly to the point where said line intersects with the Westerly edge of U.S. Highway No. 169; thence Northerly along the Westerly edge of U.S. Highway 169; to a point where it intersects with the Northerly line of the Easterly extension of Brown Street; thence Westerly along said line to the Southeast corner of Block Three (3), Ray & Brown's Addition of Traverse; thence Southerly to the point of beginning, subject to easements of record;**

located in the City of St. Peter, County of Nicollet, State of Minnesota, together with all affected site improvements and construction related interference.

3. **ACCEPTANCE DEADLINE.** This offer to purchase, unless accepted sooner, shall be null and void at December 11, 2015.

4. **PRICE AND TERMS.** The price for the real property, is Thirty Nine Thousand Four Hundred and no/100ths Dollars (\$39,400.00) which **CITY** shall pay as follows: Earnest money of \$2,000.00 by check, receipt of which is hereby acknowledged to be tendered to Gavin Law Office Trust Account on the date of this agreement. The

remaining balance of Thirty Seven Thousand Four Hundred and no/100ths Dollars (\$37,400.00) on or before December 31, 2015, the day of closing.

**5. DEED/MARKETABLE TITLE.** Upon performance by CITY, CUNNINGHAM shall execute and deliver:

A. Warranty Deed, conveying marketable title, subject to:

- 1) Building and zoning laws, ordinances, state and federal regulations;
- 2) Restrictions relating to use or improvement of the property without effective forfeiture provisions;
- 3) Reservation of any mineral rights by the State of Minnesota;
- 4) Utility and drainage easements which do not interfere with existing improvements;
- 5) The terms of the Lease attached as Exhibit A.

**6. POSSESSION.** CUNNINGHAM shall deliver possession of the property not later than the day of closing.

**7. OWNER'S TITLE INSURANCE.** Seller shall furnish Buyer with a Commitment for Title Insurance including proper searches covering bankruptcies and state and federal judgments, federal court judgment liens in favor of the U.S., liens, and levied and pending special assessments. The Commitment shall be obtained from the same title insurer that issued title insurance to Seller so that Seller may obtain a reissue credit from the insurer.

The Commitment shall contain the insurer's requirements for deleting these exceptions in the owner's policy (except for those matters accepted by Buyer in this Agreement):

- A. Rights or claims of parties in possession, not shown by the public records;
- B. Easements, or claims of easements, not shown by the public records;
- C. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records; and

- D. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not shown by the public records.

Seller shall provide to Buyer and to the title insurer all documents [except a survey, unless Seller is required by other provisions of this Agreement to provide a survey] necessary to enable the title insurer to delete these exceptions from the owner's policy of title insurance. Buyer shall have ten business days after receipt of the Commitment for Title Insurance to provide Seller with a copy of the Commitment and written Title Objections. Buyer shall be deemed to have waived any Title Objections not made within the ten day period above, except that this shall not operate as a waiver of Seller's covenant to deliver a statutory Warranty Deed, unless a Warranty Deed is not specified above. By agreeing to receive title insurance in lieu of an Abstract, Buyer is not waiving the right to obtain a good and marketable title of record from Seller.

**8. RISK OF LOSS.** CUNNINGHAM shall keep the Property in its current condition until closing and assume all risk of destruction, loss or damage to the Property due to fire, storm or other casualty up to the date of closing. In the event of any adverse change in the condition of the Property, CITY, in CITY'S sole discretion, at its option and by notice to CUNNINGHAM, may either (I) terminate this Agreement, and the Option Payment shall be promptly refunded to CITY, or (ii) close on the Property, in which case there may be an equitable adjustment of the purchase price based on the change in circumstances.

**9. TAXES AND ASSESSMENTS.** Real property taxes due and payable in 2015, shall be pro-rated to the day of closing. Taxes for all prior years shall be paid by CUNNINGHAM. Assessments, either general or special, for improvements completed prior to the date of Closing, whether matured or unmatured, shall be paid in full by CUNNINGHAM.

**10. ENVIRONMENTAL.** CUNNINGHAM shall provide the CITY with copies of all environmental studies and reports in CUNNINGHAM's possession (collectively, the "Reports").

**11. REPRESENTATIONS AND WARRANTIES BY CITY.** CITY warrants and represents to CUNNINGHAM that the following are accurate as of the date of this Agreement and the Closing Date:

- A. The individuals executing this Agreement on behalf of Purchaser have the requisite authority to execute this Agreement and such

other documents as are contemplated or to be delivered by Purchaser herein, and to bind Purchaser thereto; and Purchaser has the full and complete authority to purchase the Property.

**12. REPRESENTATIONS AND WARRANTIES BY CUNNINGHAM.** CUNNINGHAM warrants and represents to CITY that the following statements are true accurate as of the date of this Agreement and the Closing Date:

- A. **Title.** CUNNINGHAM is the record owner of good and marketable title to the Property. So long as this Agreement remains in force, CUNNINGHAM shall not make or suffer any mortgage, lease, conveyance or other transfer, lien or encumbrance of all or any portion of the Property in a manner which will not be released at or prior to Closing.
- B. **Capacity.** CUNNINGHAM has the full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by CUNNINGHAM pursuant hereto.
- C. **Hazardous Substances.** CUNNINGHAM certifies and warrants that knows of no Hazardous Substances (as defined below), toxic substances or waste in or about the Property, or into the sewage or other waste disposal or draining system serving the Property. CUNNINGHAM, to his knowledge has not used, generated, stored, treated, released, dumped or disposed of any Hazardous Substances (as defined below), toxic substances or waste in or about the Property, or into the sewage or other waste disposal or draining system serving the Property. CUNNINGHAM has not received any written notice from any governmental authority concerning the presence of any Hazardous Substances located on, in or under the Property. In the event Hazardous Substances are discovered on the property during the course of the CITY'S construction, the parties agree to cooperatively apply to the State of Minnesota Pollution Control Super Fund for clean-up funds. In the event Hazardous Substances are discovered on the property during the course of the CITY'S construction, the parties agree to cooperatively apply to the State of Minnesota Pollution Control Super Fund for clean-up funds. In addition, CUNNINGHAM agrees to escrow the sum of ten thousand and no/100ths Dollars

(\$10,000.00) for a period of four years to pay for any clean up costs. The CITY shall pay any clean up costs which exceed \$10,000.00.

1. **“Environmental Law”** means the Comprehensive Environmental Response, Comparison and Liability Act (“CERCLA”), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and
2. **“Hazardous Substance”** means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

D. **Violations.** Neither the entering into this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by **CUNNINGHAM** of any judgment, order, writ, injunction or decree issued against or imposed upon it, or, to **CUNNINGHAM** knowledge, will result in a violation of any applicable law, order, rule or regulation of any governmental authority.

E. **Proceedings.** To **CUNNINGHAM** knowledge there is no threatened or pending action, litigation, or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto or Environmental Laws) against the Property or against **CUNNINGHAM** with respect to **CUNNINGHAM** interest in the Property.

- F. **Governmental Notices.** To **CUNNINGHAM** knowledge **CUNNINGHAM** has received no notices from municipal or regulatory bodies that the Property is in violation of the provisions of any federal, state, local or other government building, zoning, environmental, health, fire, safety, platting, subdivision or other law, ordinance or regulation.
- G. **Wells; Private Sewage.** **CUNNINGHAM** certifies and warrants that there no wells on the Property within the meaning of Minn. Stat. 103I. This representation is intended to satisfy the requirements of that statute. **CUNNINGHAM** certifies that (i) sewage which will be generated at the Property does go to a facility permitted by the Minnesota Pollution Control Agency, and (ii) to **CUNNINGHAM** knowledge there is no existing or abandoned individual sewage treatment system on the Property.
- H. **Storage Tanks.** **CUNNINGHAM** certifies and warrants that there are no above ground or underground tanks which are located in or about the Property, either in use or abandoned, and no such tanks have been removed during **CUNNINGHAM** ownership of the Property except in compliance with applicable Federal, state and local statutes, regulations, ordinances or other regulatory requirements regarding such removal which were in force and effect at the time of removal.
- I. **Mechanics Liens.** **CUNNINGHAM** has paid for, or will pay for on or before Closing, all work, supplies and materials, performed upon and supplied to the Property by or on behalf of **CUNNINGHAM**.
- J. **Foreign Person.** **CUNNINGHAM** is not a "foreign person" as contemplated by Section 1445 of the Internal Revenue Code.

**BREACH OF CUNNINGHAM REPRESENTATIONS OR WARRANTIES.**

If any representation or warranty of **CUNNINGHAM** is determined not to be true in any material respect as of the Closing Date, **CITY** may, in **CITY'S** sole discretion, at its option and by notice to **CUNNINGHAM**, either (i) terminate this Agreement, or (ii) close on the Property. **CITY'S** election to close with knowledge of a breach of a representation or warranty by the **CITY** will constitute a waiver or release by **CITY** of any claims due to such breach.

**SURVIVAL OF THE CUNNINGHAM REPRESENTATION AND WARRANTIES.** Each of the **CUNNINGHAM** representations and warranties herein contained shall survive the Closing and delivery and recordation of the Deed by a period of 6 months.

**13. BOUNDARY LINE, ACCESS, RESTRICTIONS AND LIEN WARRANTIES.** **CUNNINGHAM** warrants that there is a right of access to the real property from a public right of way. **CUNNINGHAM** warrants that there has been no labor or material furnished to the property for which payment has not been made. **CUNNINGHAM** warrants that there are no present violations of any restriction relating to the use or improvement of the property. These warranties shall survive the delivery of the deed.

**14. CLOSING DOCUMENTS.** At the Closing, **CUNNINGHAM** shall execute and deliver the following:

- A. **Deed.** A Warranty Deed subject to any Permitted Exceptions and Certificate of Real Estate Value;
- B. **Seller's Affidavit.** A standard Seller's Affidavit with respect to judgments, bankruptcies, tax liens, mechanics liens, parties in possession, unrecorded interests, encroachment or boundary line questions, and related matters;
- C. **Nonforeign Affidavit.** An affidavit of **CUNNINGHAM** which states that **CUNNINGHAM** is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code; and
- D. **Miscellaneous.** Such other instruments and documents as are reasonably required by the Title Insurer.

**15. CLOSING COSTS.**

The following costs shall be paid by **CUNNINGHAM**:

- A. Costs or expenses associated with making title marketable;
- B. Preparation of Warranty deed;
- C. State Deed Tax;
- D. Owner's Title Insurance Policy premium and associated costs.

The following costs shall be paid by **CITY**:

- A. Preparation of Mortgage or Deed of Trust;
- B. Recording fees; and
- C. Post closing abstracting costs.

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

**CITY:** City of Saint Peter,  
Community Development Director  
Municipal Building  
227 S. Front Street  
St. Peter, MN 56082

St. Peter City Attorney  
P.O. Box 57  
St. Peter, MN 56082

**CUNNINGHAM:** William H. Cunningham, Jr.  
8750 Highway 7  
P.O. Box 306  
Saint Bonifacius, MN 55375

Mark Ostlund, Esq.  
Gavin, Winters, and Long, Ltd.  
1017 Hennepin Ave N  
Glencoe, MN 55336  
Fax: 320-864-5146  
Telephone: 952-467-2994  
[mostlund@goslafirm.com](mailto:mostlund@goslafirm.com)

**17. ASSIGNMENT AND SUCCESSION.** This Agreement may be assigned by **CUNNINGHAM** upon the written consent of the **CITY** and this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs or respective successors and assigns.

**18. SURVIVAL OF COVENANTS.** All of the terms, conditions, covenants and agreements contained in this Agreement shall survive the Closing for a period of 6 months.

**19. ENTIRE AGREEMENT.** This Agreement embodies the entire agreement between the **CITY** and **CUNNINGHAM** regarding the transaction contemplated hereby. This Agreement supersedes in all respects all prior written or oral agreements, if any, between the parties relating to the Agreement and the sale of the Property and there are no covenants, agreements, representations, warranties or undertakings of any sort or kind with respect thereto between the **CITY** and **CUNNINGHAM** other than those specifically set forth in this Agreement. This Agreement may be amended only by a written instrument signed by both the **CITY** and **CUNNINGHAM**.

**20. INTERPRETATION OF AGREEMENT.** The parties acknowledge that Agreement was prepared by the **CITY** solely as a convenience and that all parties and their counsel, hereto have read and fully negotiated all the language used in this Agreement. The parties acknowledge that because all parties and their counsel, if so desired, participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement which construes ambiguous or unclear language in favor of or against any party by reason of that party's role in drafting this Agreement.

**21. GOVERNING LAW.** The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**22. HEADINGS.** The headings in the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof.

**23. SEVERABILITY.** If any clause or provision of this Agreement is illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and legal, valid and enforceable.

**24. TIME OF ESSENCE: ACCEPTANCE.** Time is expressly declared to be of the essence of this Agreement.

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

**26. CONDITION OF PROPERTY:**

- A. **CUNNINGHAM** shall remove all debris and all personal property not included in this sale from the property before possession date. **CUNNINGHAM** has not received any notice from any governmental authority as to the existence of any Dutch elm disease, oak wilt, or other disease of any trees on the property.
- B. **CUNNINGHAM** knows of no wetlands, flood plain, or shoreland on or affecting the property.
- C. **CUNNINGHAM** warranties and representations contained in this paragraph 15, shall survive the delivery of the Deed or Contract for Deed, provided that any notice of a defect or claim of breach of warranty must be in writing. Any such notice with respect to matters referred to in A., above must be given by the **CITY** to **CUNNINGHAM** within one year of the Date of Closing or be deemed waived.

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

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

CITY OF SAINT PETER

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

\_\_\_\_\_  
William C. Cunningham, Jr.

\_\_\_\_\_  
Tracy A. Cunningham

Closing shall be at the office of:

BRANDT LAW OFFICE  
Attorneys at Law  
219 W. Nassau, P.O. Box 57  
St. Peter, MN 56082  
Tel: (507) 931-6940

## LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Saint Peter (“Lessor”) and William H. Cunningham, Jr. (“Lessee”).

### WITNESSETH:

1. Lessor hereby leases to Lessee and Lessee hereby lease from Lessor, the property located in the City of Saint Peter, County of Nicollet, State of Minnesota, described as:

All that part of Government Lot Two (2) and Three (3) of Section No. Fifteen (15) in Township No. one Hundred Ten (110) North of Range No. Twenty-six (26) West, which is particularly described as follows, to-wit: Commencing at the Southwest corner of said Government Lot No. Two (2) and running thence North on the West line of said Government Lot No. Two (2) a distance of 250 feet; thence continuing Northerly from said point along the East line of the Northerly extension of Minnesota Avenue in the City of St. Peter, Minnesota, as is the same is now established and traveled, 761.4 feet; thence continuing North along the East line of Minnesota Avenue, 100.0 feet to the North line of the vacated Ray Street in the Plat of Ray & Brown’s Addition to Traverse; thence deflecting right 90° – 00’ along the North line of vacated Ray Street, 200.0 feet to the point of beginning of the tract of land hereby conveyed; thence continuing along the North line of vacated Ray Street Easterly to the point where said line intersects with the Westerly edge of U.S. Highway No. 169; thence Northerly along the Westerly edge of U.S. Highway 169; to a point where it intersects with the Northerly line of the Easterly extension of Brown Street; thence Westerly along said line to the Southeast corner of Block Three (3), Ray & Brown’s Addition of Traverse; thence Southerly to the point of beginning, subject to easements of record (the “Leased Property”);

for the sole purpose of erecting and maintaining, constructing and reconstructing, repairing and leasing one (1) advertising display (painted, reflectorized, printed, illuminated or otherwise), including the necessary structures, devises, illumination facilities, power poles, connections, service ladders and other appurtenances thereon (the "Sign").

2. The term of this Lease shall commence on \_\_\_\_\_, 2015, and, unless terminated earlier in the manner hereinafter set forth, shall continue for a term of seventeen (17) years, ending on July 2, 2032.

3. Upon the expiration of the term or earlier termination hereof, Lessee shall, at Lessee's sole cost and expense, forthwith remove the Sign and all appurtenances thereto. In the event that Lessee shall not have removed said Sign within fifteen (15) days after termination hereof, Lessor may, remove same, and Lessee shall reimburse Lessor on demand for all costs and expenses of such removal.

4. In consideration of the mutual covenants herein contained, and other good and valuable consideration, Lessee shall pay Lessor the sum of \$100.00.

5. Lessor shall have the right to terminate this Lease if at any time the Sign is vacant for more than ninety (90) consecutive days. Lessor shall give Lessee sixty (60) days' prior written notice of Lessor's termination and during such period, Lessee shall remove said Sign in accordance with Paragraph 3 hereof. All sums owed Lessor hereunder shall be paid to the date of termination.

6. Lessee shall, at Lessor's sole cost and expense cause such Sign to comply with all governmental laws, rules and regulations, and shall maintain such Sign and its immediate surroundings in a neat, clean and attractive appearance, and shall not allow such Sign to fall into disrepair.

7. Lessee shall pay all electricity and utility costs in connection with said Sign prior to same becoming delinquent, including all costs of installation. In the event Lessor requests the same in writing, Lessee shall relocate, at Lessor's cost and expense, its utility lines in order for Lessor to utilize or improve the remainder of the property.

8. Lessor covenants and warrants that Lessee shall have reasonable means of access over, across and under the Leased Property, and any adjoining or appurtenant property owned or controlled by Lessor, to erect, illuminate, maintain, service, remove and reposition its displays; provided, however, Lessee may not exercise such right in a way which would materially interfere with Lessor's use of such adjoining or appurtenant property.

9. In the event that all or any part of the Leased Property is the subject of an eminent domain proceeding, Lessee shall, at its election and in its sole discretion, be entitled to: (i) contest the acquisition or defend against the taking of Lessee's interest in the Leased Property; (ii) relocate the Sign and appurtenances onto any portion of the Leased Property not acquired or to be acquired; and/or (iii) seek an award from such condemning authority for the value of its leasehold interest so long as such award is separate from, and does not affect, any award which Lessor would receive from any condemning authority.

10. Lessee agrees not to contract for any advertising display on the Sign for any firm or product that is distasteful or offensive at any time during the term of this Lease. Lessor shall have the right to approve any and all advertising or other use of the Sign, said approval not to be unreasonably withheld or delayed.

11. Lessee agrees to defend, indemnify and hold Lessor harmless from and against any and all actions, costs, losses, expenses or damages made against or suffered by Lessor attributable to or arising out of the installation, operation, maintenance or removal of the Sign, and Lessee's agreement to hold Lessor harmless shall include Lessee's obligation to pay all attorney's fees and costs in connection with any trial, claim, demand or cause of action. Lessee agrees to procure and keep in effect during the term of this Lease public liability and property damage insurance satisfactory to Lessor for the benefit of Lessor and naming Lessor as an additional insured, in the amount of \$1,500,000.00 for injury to one (1) person from any one (1) casualty; \$1,500,000.00 for injuries to more than one (1) person resulting from any one (1) casualty; and \$500,000.00 for property damage resulting from any one (1) occurrence. Lessor shall have no responsibility to Lessee or any third party for the security, installation, maintenance or removal of the Sign or their contents except in the event of

Lessor's willful, reckless or grossly negligent conduct. Lessee shall provide to Lessor a certificate of insurance on the date hereof and at least fifteen (15) days prior to the expiration date of each policy.

12. This Lease is not assignable by Lessee without the prior written consent of Lessor.

13. In the event Lessee defaults in the performance of any of its obligations under this Agreement and fails to cure such default within ten (10) days after notice of default has been delivered to Lessee by Lessor, Lessor shall have the right to terminate this Agreement and/or pursue any other rights or remedies that Lessor may have against Lessee.

14. All structures, displays and materials placed upon the Leased Property are Lessee's trade fixtures and equipment, and shall be and remain the Lessee's property, subject to the provisions of Paragraph 3 hereof. Lessee shall be responsible for the payment of all taxes on account of such Sign and improvements.

15. Any notice, consent or approval that Lessor or Lessee may desire or be required to give to the other shall be in writing and shall be mailed or delivered to the intended recipient thereof at its address set forth below or at such other address as such intended recipient may, from time to time, by notice in writing, designate to the sender pursuant hereto. Any such notice, consent or approval shall be deemed effective (a) if given by nationally recognized overnight courier for next day delivery, one (1) business day after delivery to such courier, or (b) if given by United States mail (registered or certified), two (2) business days after such communication is deposited in the mail or (c) if given in person, when written acknowledgment of receipt thereof is given. Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Lessor by this Agreement is not required to be given.

If to Lessor: City of Saint Peter  
Director of Community Development  
227 S. Front Street  
St. Peter, MN 56082

If to Lessee: William H. Cunningham, Jr.  
8750 Highway 7

P.O. Box 306  
Saint Bonifacius, MN 55375

16. Lessor represents and warrants that it is the owner of the Leased Property and has the authority to enter into this Lease Agreement. Lessor covenants and warrants that, if Lessee pays the rental as herein provided, and keeps and performs the other covenants provided herein, Lessee shall and may peaceably and quietly have, hold and enjoy the use of the Leased Property for the term of this Lease. In the event of any change of ownership of the Leased Property, and Lessor's failure to elect to cancel this Lease in accordance with Paragraph 5, Lessor shall assign this Lease to the new owner. Lessor agrees to notify Lessee of any change of ownership of the Leased Property. This Lease Agreement shall not be placed of record by either party.

17. Neither Lessor nor Lessee shall be bound by any agreement, representation or warranty expressed or implied, not contained herein. This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns (except as expressly limited herein). Time is of the essence of this Lease.

**LESSOR:**

CITY OF SAINT PETER

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

**LESSEE:**

\_\_\_\_\_  
William H. Cunningham, Jr.

**CITY OF SAINT PETER, MINNESOTA**

**RESOLUTION NO. 2015 -**

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

**RESOLUTION PROVIDING FOR THE PURCHASE OF LAND FROM WILLIAM H. AND  
TRACY A. CUNNINGHAM**

WHEREAS, the City of Saint Peter operates a stormwater system, and

WHEREAS, the City Council has provided for an analysis of options related to stormwater detention in the area of Old Minnesota Avenue south of St. Julien and north of Third Street; and,

WHEREAS stormwater dentition will be needed in this area, to meet rules established by the State of Minnesota, as additional development occurs; and,

WHEREAS, staff was directed by the Council to enter into negotiations to purchase land for the purpose of stormwater basin development, and

WHEREAS, St. Peter Mobile Homes has signed a purchase agreement.

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

1. The City Administrator is directed to enter into a purchase agreement dated December 10, 2015 for purchase of the following land:

All that part of Government Lot Two (2) and Three (3) of Section No. Fifteen (15) in Township No, one Hundred Ten (110) North of Range No. Twenty-six (26) West, which is particularly described as follows, to-wit: Commencing at the Southwest corner of said Government Lot No. Two (2) and running thence North on the West line of said Government Lot No. Two (2) a distance of 250 feet; thence continuing Northerly from said point along the East line of the Northerly extension of Minnesota Avenue in the City of St. Peter, Minnesota, as is the same is now established and traveled, 761.4 feet; thence continuing North along the East line of Minnesota Avenue, 100.0 feet to the North line of the vacated Ray Street in the Plat of Ray & Brown's Addition to Traverse; thence deflecting right 90° - 00' along the North line of vacated Ray Street, 200.0 feet to the point of beginning of the tract of land hereby conveyed; thence continuing along the North line of vacated Ray Street Easterly to the point where said line intersects with the Westerly edge of U.S. Highway No. 169; thence Northerly along the Westerly edge of U.S. Highway 169; to a point where it intersects with the Northerly line of the Easterly extension of Brown Street; thence Westerly along said line to the Southeast corner of Block Three (3), Ray & Brown's Addition of Traverse; thence Southerly to the point of beginning, subject to easements of record; located in the City of St. Peter, County of Nicollet, State of Minnesota, together with all affected site improvements and construction related interference.

2. Staff is directed to complete the purchase when all provisions of the agreement have been met, for a total price of \$39,400.
3. The purchase will be funded by the Stormwater Funds.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 14th day of December, 2015.

---

Timothy Strand  
Mayor

ATTEST:

---

Todd Prafke  
City Administrator



*Saint Peter Volunteer Fire Department  
227 West Mulberry Street, Saint Peter, Minnesota 56082  
507-934-1120  
Office of the Fire Chief- Ronald D. Quade*

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

**DATE:** 12/1/15

**FROM:** Fire Chief Quade

**RE:** Request to purchase Demo Hurst Tools including  
Cutter/Spreader/Ram and associated equipment.

#### **ACTION/RECOMMENDATION**

For your review and approval to purchase; Refurbished Demo Hurst Tools from Alex Air Apparatus. This action is requested with only one bid due to demo status of equipment and with discounts no other quotes would compare.

#### **BACKGROUND**

Requests have been made for capital funds to purchase the following equipment in the fiscal 2016 budget year. This request was in the \$36,000 range and is due to a need to upgrade existing Hurst equipment housed on Truck 506. Several needs would be met by the new equipment: First, this new equipment will meet the cutting standards required by the new metal compositions in vehicles today. Changes in these standards in the auto industry make our old unit unable to cut all metals in the new vehicles making rescue difficult or impossible. Second, is the lighter weight of the units making use much easier with the ability to handle equipment better and for longer periods of time. Third, the portability of the new battery powered units make accessibility of units to anywhere we need to use them unlike the 506 units which are dependent on hydraulic lines and therefore have limited range of use. Fourth, these new units give us redundancy to be able to work on more than one vehicle at a time should the need arise and the 506 unit would remain in service. The opportunity to purchase this demo unit; which is totally refurbished and carries full warranty, presented itself recently at a considerable savings. Total price of this unit new would be \$34,025.00 and is available at a savings of \$7,715.00 for the price of \$26,310.00. The units have been inspected and found in excellent condition. Thank you for your time and consideration in this matter.

Respectfully:

Ronald D. Quade  
Fire Chief  
Saint Peter Fire Department  
227 Mulberry  
Saint Peter, MN 56082



Jeff Becker  
 Alex Air Apparatus  
 301 Eleanor St  
 Mankato, MN 56001  
 Cell 507-340-4326  
 jeff@airapparatus.com

**PROPOSAL**

CUSTOMER NAME	DATE	REF NUMBER
St.Peter Fire Dept	11/8/15	
ADDRESS	ATTENTION	
	Jim	
CITY, STATE, ZIP	PHONE	
St.Peter, Mn		

QTY	DESCRIPTION	EACH	TOTAL
1	Hurst S700E2 Cutter (Demo unit) Inc. 2 EXL Batt & Charger (List = \$11330.00)	\$8,650.00	\$8,650.00
1	Hurst SP310E2 Spreader (Demo Unit) (List = \$12430)	\$9,295.00	\$9,295.00
1	Hurst R421E2 Ram (Demo Unit) (List = \$8850.00)	\$6,950.00	\$6,950.00
1	(Option) Power Adapter 110v (New)	\$695.00	\$695.00
	These are Gen2 tools that Alex Air used as demo tools. Same factory warranty, New batteries, but w/some scuffs & scratches.		
	Freight not Included		
		<b>TOTAL</b>	<b>\$25,590.00</b>

*Jeff Becker*



Jeff Becker  
 Alex Air Apparatus  
 301 Eleanor St  
 Mankato, MN 56001  
 Cell 507-340-4326  
 jeff@airapparatus.com

**PROPOSAL**

CUSTOMER NAME	DATE	REF NUMBER
St. Peter Fire Department	11/30/15	
ADDRESS	ATTENTION	
	Jim N	
CITY-STATE- ZIP	PHONE	
St. Peter, Mn		

QTY	DESCRIPTION	EACH	TOTAL
1	LRS-C Ram Support (Qwik Kick)	\$720.00	\$720.00
Freight not Included			
		<b>TOTAL</b>	<b>\$720.00</b>

*Jeff Becker*

**CITY OF SAINT PETER, MINNESOTA**

**RESOLUTION NO. 2015 -**

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

**RESOLUTION APPROVING PURCHASE OF JAWS OF LIFE TOOL FUNDED BY 2014 AND  
2015 EQUIPMENT CERTIFICATE FUNDS**

WHEREAS, the City Council has previously approved budgets for the issuance of equipment certificates in 2014 and 2015; and

WHEREAS, all equipment budgeted for purchase in 2014 and 2015 has been purchased; and

WHEREAS, funds remain in both equipment certificates; and

WHEREAS, the Fire Department has an opportunity to purchase a battery powered, lightweight refurbished demonstration Hurst extraction tool ("Jaws of Life") to supplement the existing extraction equipment if the sale is made before the end of 2015; and

WHEREAS, a battery powered model provides more flexibility for the Firefighters as it does not need to be connected to the fire truck and can more easily cut through the new metal compositions used in today's vehicles; and

WHEREAS, the equipment was originally proposed for purchase with funding from the 2016 equipment certificate; and

WHEREAS, no budget has been approved for the 2016 equipment certificate at this time; and

WHEREAS, staff recommends using excess funds from the 2014 Equipment Certificate in the amount of \$7,762 and from the 2015 Equipment Certificate in the amount of \$18,548 to finance the purchase of the extraction equipment; and

WHEREAS, if the funding is approved, the 2014 equipment certificate fund would be closed out and only a small amount of funds would remain in the 2015 fund.

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

1. The Fire Department is hereby authorized to proceed with purchase of a refurbished demo model Hurst Tool from Alex Air Apparatus in the amount of \$26,310.00.
2. Funding for the purchase shall be as follows:

2014 Equipment Certificate Fund	\$7,762.00
2015 Equipment Certificate Fund	\$18,548.00

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 14th day of December, 2015.

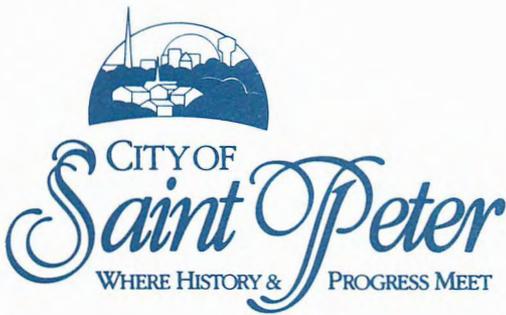
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Timothy Strand  
Mayor

ATTEST:

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Todd Prafke  
City Administrator



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATE:** November 10, 2015

**FROM:** Pete Moulton  
Public Works Director

Tim Mayo  
Maintenance Superintendent

**RE:** Sidewalk/Trail "No Winter Maintenance" Designations

### ACTION/RECOMMENDATION

Approve the attached resolution establishing minimum maintenance policy for specific City maintained sidewalks and trails to May, 2017.

### BACKGROUND

The City removes snow from the City-wide trail system and sidewalks on the back side of developed properties, sidewalks adjacent to undeveloped properties, and from sidewalks adjacent to or on City property. The total mileage of trails and sidewalks for which City crews are responsible for snow removal is 16.5 miles or 33 lane miles (two-way traffic). Often, City crews will have to make two passes to clear snow from trails and sidewalks. The amount of trails and sidewalks has increased approximately five miles in the last five years.

City Code Section 42-80, defines a trail as follows: *"Trail means any paved or unpaved roadway for pedestrian and non-motorized traffic as such roadway is depicted on the City's Trail Master Plan, a copy of which shall be filed with the City Clerk-Administrator as amended from time to time. Trails shall be distinguished from sidewalks or the portion of roadway used for motor vehicle traffic by signage, physical barrier, striping, marking or other similar device."*

A one way trail is 6 feet wide, whereas a two-way trail is required to be 10 feet wide.

City Code Section 42-23 defines a sidewalk as follows: *"Sidewalk means any paved roadway designed primarily for pedestrian traffic as such roadway is depicted on the City's Sidewalk Master Plan, a copy of which shall be filed with the City Clerk – Administrator as amended from time to time."*

Sidewalks are a minimum of 6 feet wide to comply with City standards.

City staff is also responsible to follow-up on snow removal on sidewalks adjacent to private property, based on complaints. In December 2009, the City Council established certain trails and/or sidewalks as having "no maintenance" for snow removal for the winter of 2009/2010. In October 2010, the list was expanded. In the fall of 2011, a "no maintenance" sidewalk/trail list was established covering the winter season over a two-year period.

The City's goal is to provide service to the community and access while being cost conscious and reducing the number of trails/sidewalks to an amount that City staff can normally clear in a 24 hour period. Even with the "no maintenance" trails/sidewalk designation as proposed, City crews often are needing more than 24 hours to clear snow from sidewalks/trails.

Trails/sidewalks selected for "no maintenance" designations are typically on one side of streets that have trails/sidewalks on both sides of the street and in areas of limited development. Sidewalks in the center of some parks are proposed for "no maintenance" designation for the winter; however, the perimeter sidewalks of parks would be cleared of snow.

The proposed "no maintenance" list of trails/sidewalks total 5.8 miles of 11.6 lane miles that would not be cleared of snow. This reduces the amount of trails/sidewalks requiring maintenance by 35%.

At this time I am proposing the following list of sidewalks and trails be designated as "no maintenance" for the winter seasons of 2015/2016 and 2016/2017. This is the same list as has been utilized in the past with the addition of the new City [ark land.

Trails:

1. Around West Jefferson Park
2. Along Hwy 99 south of Nicollet Meadows
3. South side of Broadway Avenue – Sunrise to Gardner Road
4. West side of Sunrise Drive – Broadway Avenue to Grace Street
5. North side of Broadway Avenue - west of Nicollet Avenue to Gardner Road
6. East side of Nicollet Avenue – Broadway Avenue to Nicollet County Road Hwy #15
7. South and east side of Clark Storm water Basin
8. North side of Dodd Avenue (Hwy 22) west of Klein Street
9. South side of Dodd Avenue (Hwy 22) from Sunrise Drive to Nicollet County Hwy #15
10. Trails around the Gault Park Stormwater Basin
11. Trail on the east side of Nicollet County Road #20 from Dodd Road (State Highway 22) to 280' north of Dodd Road
12. Trails from Nicollet County Road #20 through the Industrial Park to Sunrise Drive
13. Trail from Kwik Trip to Neilson Import Autos
14. Trail from St. Julien Street around Hallett's Pond by Shopko to Old Minnesota Avenue

Sidewalks:

15. East side of North Washington Avenue north of East Welco Drive
16. North side of Dodd Avenue (Hwy 22) east of the connect at the Welco South Stormwater Basin
17. North side of Dodd Avenue (Hwy 22) along Orchard Ridge Subdivision
18. East side of Gault Park from Dodd Avenue to Gault Stormwater Basin
19. Center of Gorman Park
20. Center of Minnesota Square Park
21. North side of Traverse Road from Edgerton Street to Nicollet Avenue
22. East side Nicollet Avenue from Hwy 99 to Menk Drive
23. West side from Menk Drive to Jefferson Avenue
24. Union Street down into the park on the east side of Minnesota Avenue
25. Old Minnesota Avenue to 169 South

**FISCAL IMPACT:**

While I cannot project the exact saving as much of the costs are driven by the number of snow events and amount of snow, which is variable, it is anticipated that this is an aversion of expenses of about 35%. This does not directly link to our budgets as we have already planned on these changes.

**ALTERNATIVES/VARIATIONS:**

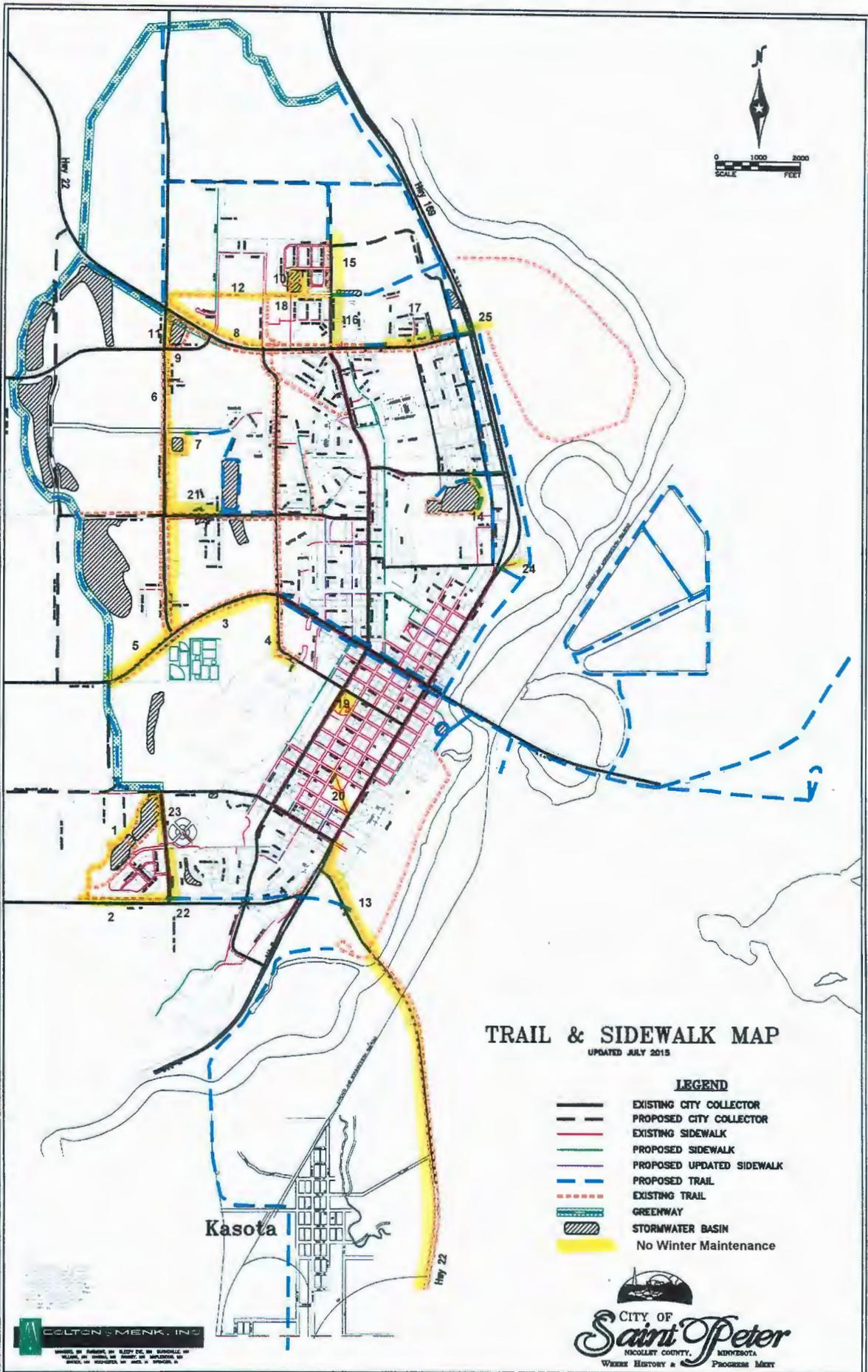
Do not act, Staff will clean all the sidewalks and trails in our community that we are responsible for under Council rules.

Negative vote. Staff will continue to operate under the rules that are currently in place.

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

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

PM/TM/amg



**TRAIL & SIDEWALK MAP**  
 UPDATED JULY 2015

**LEGEND**

- EXISTING CITY COLLECTOR
- PROPOSED CITY COLLECTOR
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- PROPOSED UPDATED SIDEWALK
- PROPOSED TRAIL
- EXISTING TRAIL
- GREENWAY
- STORMWATER BASIN
- No Winter Maintenance



COLTON & MENK, INC. 17/2015 6:58 pm

**COLTON & MENK, INC.**  
 17700 13th Ave S, Burnsville, MN 55337  
 PH: 952-895-1111 FAX: 952-895-1112  
 WWW.COLTONMENK.COM

**CITY OF SAINT PETER, MINNESOTA**

**RESOLUTION NO. 2015-**

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

**RESOLUTION ESTABLISHING “NO WINTER MAINTENANCE” TRAILS FOR THE WINTERS  
OF 2015-2016 AND 2016-2017**

WHEREAS, the City has installed trails and sidewalks throughout the community; and

WHEREAS, under the policies adopted by the City Council, staff is responsible for snow and ice removal on certain trails and sidewalks; and

WHEREAS, the City Council has previously designated certain trails and sidewalks as “no winter maintenance”; and

WHEREAS, staff recommends the no maintenance designation be continued with the addition of certain trails in recently annexed or developed areas of the community.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: the City Council hereby establishes the following trails and sidewalks as “no winter maintenance” for the period December 15, 2015 to May 1, 2017:

Trails:

1. Around West Jefferson Park
2. Along Hwy 99 south of Nicollet Meadows
3. South side of Broadway Avenue – Sunrise to Gardner Road
4. West side of Sunrise Drive – Broadway Avenue to Grace Street
5. North side of Broadway Avenue - west of Nicollet Avenue to Gardner Road
6. East side of Nicollet Avenue – Broadway Avenue to Nicollet County Road Hwy #15
7. South and east side of Clark Storm water Basin
8. North side of Dodd Avenue (Hwy 22) west of Klein Street
9. South side of Dodd Avenue (Hwy 22) from Sunrise Drive to Nicollet County Hwy #15
10. Trails around the Gault Park Stormwater Basin
11. Trail on the east side of Nicollet County Road #20 from Dodd Road (State Highway 22) to 280' north of Dodd Road
12. Trails from Nicollet County Road #20 through the Industrial Park to Sunrise Drive
13. Trail from Kwik Trip to Neilson Import Autos
14. Trail from St. Julien Street around Hallett’s Pond by Shopko to Old Minnesota Avenue

Sidewalks:

15. East side of North Washington Avenue north of East Welco Drive
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18. East side of Gault Park from Dodd Avenue to Gault Stormwater Basin
19. Center of Gorman Park

20. Center of Minnesota Square Park
21. North side of Traverse Road from Edgerton Street to Nicollet Avenue
22. East side Nicollet Avenue from Hwy 99 to Menk Drive
23. West side from Menk Drive to Jefferson Avenue
24. Union Street down into the park on the east side of Minnesota Avenue
25. Old Minnesota Avenue to 169 South

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 14th day of December, 2015.

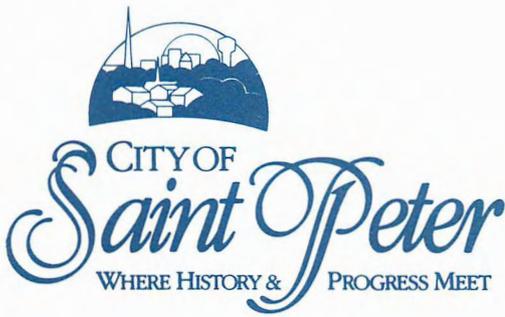
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Timothy Strand  
Mayor

ATTEST:

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Todd Prafke  
City Administrator



## Memorandum

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

**DATE:** 09/04/2015

**FROM:** Todd Prafke  
City Administrator

**RE:** Goal Session Report and takeaways

### **ACTION/RECOMMENDATION**

None needed. For your information and review.

### **BACKGROUND**

The goal of this memo is to provide a basic outline of the principle discussion points and priorities as the Council provided direction as a part of its' Goal Session on November 30, 2015.

In writing this memo it is not my objective to provide a complete or full review of the discussion held by the Council, but rather it is to list, with some explanatory information, the priorities for efforts and big thoughts of the meeting. The listing is done based on topic and chronology within the body of the meeting. These are not in prioritized order.

- Housing – discussed multiple concepts of the proposed subdivision settling on Option 1 and discussing time lines for the work plan outline and the multiple actions that the Council will need to take to meet the goals. In addition, the Council clarified its' position relative to working with a private developer on the northern 10+ acres and the initiation of an RFP process for meeting the goals of additional opportunities for homes in the \$230,000+ range on lots of greater square frontage.
- The Council looked at opportunities to re-prioritize the City's MSA (Municipal State Aid) funding. The projects that use MSA funds include:
  - A potential roundabout on Broadway Avenue near the intersection at Gardner Road and the new High School site;
  - Broadway and Front Street improvement in conjunction with MnDOT in 2017 as the 99 Bridge is repaired;
  - Work on Jefferson and Gardner will be reprioritized as they are either committed to already or additional funding opportunities had come up.

Additional study will be done at other locations and work on property acquisition at the St. Julien and Old Minnesota corner will still be pursued, but the timeline now appears to be longer than originally anticipated.

- Hallett's Pond and amenity development was discussed with a timeline agreed to as indicated in the packet. The process for amenities including trail, benches, picnic area and potential other access space will be reviewed and water quality issues will be addressed in another forum not driven by the Park and Recreation Advisory Board. In addition, the Council has asked that after initial planning takes place a parks design consultant be hired and asked to review and provide suggestions based on his/her expertise.
- Council directed another phase of design work be done related to a potential new fire hall. The goals of the work would be to narrow design and acquire more definitive design parameters and cost estimates so that additional financial planning can be completed.
- Staff was also directed to review ordinances related to dog in parks and specifically review the classification of park and its impact on dogs. In other words can dogs be in "conservation" areas, in nature areas and other locations.
- Staff was directed to provide opportunity for workshop discussion on chickens including some sample ordinances for their review.
- Automated Meter reading first phase was discussed and reviewed by the Council with the understanding that due to meter and server issues this seemed like an appropriate time to move towards an automated system. Care needs to be taken related to additional planning, safety of equipment and needs of customers, but generally the Councilmembers believed that a start in this limited way makes sense.
- The Council also discussed opportunities related to APPA and NLC in March of 2016, the future of bike lanes, the challenges posed by Local Government Aid and the want to pass a resolution clearly articulating their want to see LGA provided that is based on 2002 levels.
- Communications - Continue to refine web and social media use. Growth of the comfort and level of information put on Facebook, but focusing on direct communication and not growing the amount to time or energy spent on social media. The focus might be better placed on more direct forms of communication. A lighter tone and less critical responses should be strived for. More use of social media that is "of the moment" information.
- Budget for 2016 was discussed and an update of the 2015 end of year projection was provided.

The next 5<sup>th</sup> Mondays of 2016 should be targeted for the next Goal Sessions. Location and food were good and no additional or outside facilitator was recommended at this time.

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

TP/bal



# City of Saint Peter

## MEMORANDUM

TO: Mayor Strand and Council Members

FROM: James W. Brandt  
City Attorney

DATE: December 8, 2015

RE: Summary of Closed Meeting held December 7, 2015

Home of Gustavus  
Adolphus College

County Seat of  
Historic Nicollet County

City Attorney  
James W. Brandt

Assistant City Attorney  
Christopher P. Grean

At the Council closed meeting for December 7, 2015, the Council reviewed and compared their evaluations for the City Administrator. As a result of their evaluations, the Council rated Mr. Prafke on a 5-point scale with 1 being inadequate and 5 being excellent. As a result of that evaluation, Mr. Prafke obtained zero #1's – zero #2's – 5 #3's – 76 #4's and 168 #5's.

Overall the Council had minor areas for Mr. Prafke to work on and improve. Generally, the Council was extremely pleased and satisfied with Mr. Prafke's performance over the past year and directed myself to enter into discussions for Mr. Prafke's 2016 Employment Contract.

219 West Nassau  
P.O. Box 57  
Saint Peter, Minnesota  
56082  
(507) 931-6940  
FAX (507) 931-6909



**CITY OF SAINT PETER, MINNESOTA**

**RESOLUTION NO. 2015 -**

**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 active litigation covered under Attorney-Client privileges; and

WHEREAS, the Special City Attorney recommends a closed session be called to provide information to the City Council on the status of the litigation.

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 active litigation.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 14th day of December, 2015.

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

ATTEST:

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