

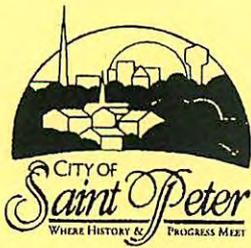
**CITY OF SAINT PETER, MINNESOTA  
AGENDA AND NOTICE OF MEETING**

Regular City Council Meeting of Monday, June 24, 2013  
Community Center Governors' Room - 7:00 p.m.  
Please enter Community Center through the door marked "A"

- I. **CALL TO ORDER**
- II. **APPROVAL OF AGENDA**
- III. **PUBLIC HEARINGS**
  - A. Ewing Street Vacation Request
  - B. Rezoning Request: Nicollet County
- IV. **APPROVAL OF MINUTES**
- V. **VISITORS**
  - A. Scheduling of Visitor Comments on Agenda Items
  - B. General Visitor Comments
    - 1. Donation Presentation – Drummer Corporation
    - 2. Others
- VI. **APPROVAL OF CONSENT AGENDA ITEMS**
- VII. **UNFINISHED BUSINESS**

None scheduled
- VIII. **NEW BUSINESS**
  - A. Park Row Crossing Development Agreement
  - B. G.O. Tax Increment Bond Sale Authorization
  - C. 2012 Audit Presentation/Acceptance
  - D. Ewing Street Vacation Request
  - E. Rezoning Request: Nicollet County
  - F. Housekeeper Job Description Modification
  - G. Donation Acceptance – Drummer Corporation
- IX. **REPORTS**
  - A. **MAYOR**
  - B. **CITY ADMINISTRATOR**
    - 1. Council Goal Session Discussion
    - 2. League of Minnesota Cities Annual Conference
    - 3. City/County Committee Meeting Discussion
    - 4. Hospital CEO Recruitment
    - 5. Others
- IX. **ADJOURNMENT**

Office of the City Administrator  
Todd Prafke



I. CALL TO ORDER

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

II. APPROVAL OF AGENDA

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

III. PUBLIC HEARINGS

A. **PUBLIC HEARING ON EWING STREET VACATION REQUEST**

A public hearing has been scheduled at this time to receive comment on the proposed vacation of a portion of Ewing Street. Affected property owners have been notified of the hearing and notice has been duly published in the St. Peter Herald. Action on the proposed vacation is scheduled under NEW BUSINESS.

B. **PUBLIC HEARING ON REZONING REQUEST SUBMITTED BY NICOLLET COUNTY**

A public hearing has been scheduled at this time to receive comment on the proposed rezoning of Lots 5-8 of Block 199 in the Amended Plat. Affected property owners have been notified of the hearing and notice has been duly published in the St. Peter Herald. Action on the proposed rezoning is scheduled under NEW BUSINESS.

IV. APPROVAL OF MINUTES

A copy of the minutes of the June 10, 2013 regular Council is attached for approval. A MOTION is in order.

V. VISITORS

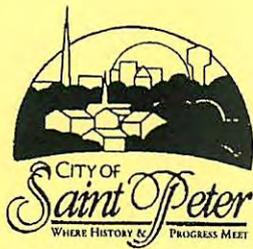
A. **Scheduling of Visitor Comments on Agenda Items**

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**

1. **DRUMMER CORPORATION DONATION**

Christa Wolner from Drummer Corporation will be in attendance to make a donation to the City on behalf of the company and its' employees.



2. OTHERS

Any other 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 June 6, 2013 through June 19, 2013, is attached. Please see the attached staff reports and RESOLUTION.

VII. UNFINISHED BUSINESS

None scheduled.

VIII. NEW BUSINESS

A. **ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION OF DEVELOPMENT AGREEMENT FOR PARK ROW CROSSING**

Staff recommends authorization be provided for execution of a development agreement for the Park Row Crossing project. Please see the attached staff report and RESOLUTION.

B. **ADOPTION OF A RESOLUTION AUTHORIZING DAVID DROWN ASSOCIATES TO RECEIVE BIDS FOR SALE OF \$890,000 IN GENERAL OBLIGATION TAX INCREMENT BONDS**

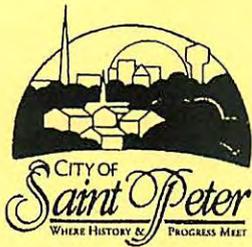
Staff recommends David Drown Associates be authorized to solicit bids for the sale of \$890,000 in General Obligation Tax Increment bonds. The proceeds of the bond sale will be used to fund improvements associated with the North Third Street Improvement Project. Please see the attached staff report and RESOLUTION.

C. **ADOPTION OF A RESOLUTION ACCEPTING 2012 AUDIT**

James Eichten of the City's audit firm Malloy, Montague, Karnowski, Radosevich & Co., P.A. (MMKR) will be present to present the 2012 audit. Following the presentation, staff recommends formal acceptance of the audit. Please see the attached staff report and RESOLUTION.

D. **ADOPTION OF A RESOLUTION APPROVING VACATION OF A PORTION OF EWING STREET**

Following the public hearing, it is appropriate to consider approval of a request to vacate a portion of Ewing Street. Please see the attached staff report and RESOLUTION.



**E. ADOPTION OF AN ORDINANCE APPROVING REZONING REQUEST SUBMITTED BY NICOLLET COUNTY**

Following the public hearing, it is appropriate to consider approval of a request submitted by Nicollet County to rezone Lots 5-8, Block 199 of the Amended Plat from (RP-1) Residential/Professional Office to (CBD) Central Business District. Please see the attached staff report and ORDINANCE.

**F. ADOPTION OF A RESOLUTION APPROVING MODIFICATION TO PART-TIME HOUSEKEEPER POSITION DESCRIPTION**

Staff recommends modifications be made to the position description for Part-time Housekeeper. The proposed changes will make the description more reflective of the actual duties of and minimum qualifications for the position. Please see the attached staff report and RESOLUTION.

**G. ADOPTION OF A RESOLUTION ACCEPTING DONATION**

As provided for in the City's donation policy staff recommends the Council formally accept the donation from Drummer Corporation. Please see the attached staff report and RESOLUTION.

**IX. REPORTS**

**A. MAYOR**

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

**B. CITY ADMINISTRATOR**

**1. REPORT ON COUNCIL GOAL SESSION DISCUSSION**

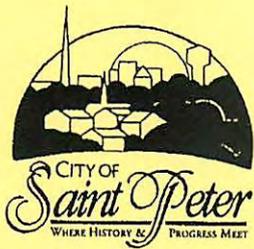
A report will be provided at this time on discussion at the June 17<sup>th</sup> Council goal session.

**2. REPORT ON LEAGUE OF MINNESOTA CITIES (LMC) ANNUAL CONFERENCE**

A report will be provided at this time on the LMC conference.

**3. REPORT ON CITY/COUNTY MEETING DISCUSSION**

A report will be provided on discussion at the City/County committee.



4. REPORT ON HOSPITAL CEO RECRUITMENT

A report will be provided on the recruitment process for River's Edge Hospital and Clinic CEO.

5. OTHERS

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

X. 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 in the following order:
  - a. Citizens supporting the hearing issue.
  - b. Citizens opposed to the hearing issue.
  - c. General citizen comments or questions.

All speakers in the public comment portion of the hearing will be limited to five (5) minutes. 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 has been received and everyone has been given an opportunity to be heard, the public hearing will be concluded. 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 then discuss the issue in open session. During this portion of the meeting, citizens will no longer be allowed to participate in the discussion.

**CITY OF SAINT PETER, MINNESOTA**

**OFFICIAL PROCEEDINGS**

**MINUTES OF THE CITY COUNCIL MEETING**

**JUNE 10, 2013**

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 June 10, 2013.

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

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

**Approval of Minutes** – A motion was made by Kvamme, seconded by Zieman, to approve the minutes of the May 28, 2013 regular City Council meeting. With all in favor, the motion carried and the minutes were approved. A complete copy of the minutes of the May 28, 2013 regular City Council meeting is contained in the City Administrator's book entitled Council Proceedings 18.

**Consent Agenda** – In motion by Kvamme, seconded by Brand, Resolution No. 2013-85 entitled "Resolution Approving Consent Agenda" was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2013-85 is contained in the City Administrator's book entitled Council Resolutions 19.

**River's Edge Hospital and Clinic Expenditure Request** – River's Edge Hospital and Clinic (REHC) CEO Colleen Spike and Hospital Finance Director Ann Lauer addressed the Council to request authorization to purchase electronics records (Epic/Excellian), payroll, billing, and finance (Lawson/Kronos) software and hardware in the amount of \$2,745,770. Spike stated the records software would be through Allina Health Systems and the system is being used by most medical facilities in the State (85%) with the exception of the Mayo system. Spike reported that the Hospital was required by Federal law to have the system in place by January 2015 and once the system had been used for a year, the Hospital could apply for rebates through the Medicare/Medicaid "meaningful use" rebate program and it was possible up to \$800,000 would be rebated.

Spike also noted that the Hospital would fund the purchase through the Hospital depreciation fund as recommended by the Hospital's auditor. Lauer indicated the Hospital depreciation fund had a balance of \$6,300,000 while the Hospital's savings fund contained \$4,400,000.

Councilmember Zieman questioned whether leasing the system was possible and Spike noted that the records system was essentially being leased from Allina who owned the system and the maintenance agreements included continual upgrade of the software.

Spike pointed out that if the conversion was not made by the deadline, Medicare reimbursements to the Hospital would be reduced. City Administrator Prafke noted that

approximately sixty percent (60%) of the Hospital's revenues are paid by Medicare. Prafke also pointed out that the cost of the software and hardware would be split between 2013 and 2014.

In motion by Kvamme, seconded by Brand, Resolution No. 2013-86 entitled "Resolution Approving Purchase Of Electronic Records System For River's Edge Hospital and Clinic", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2013-86 is contained in the City Administrator's book entitled Council Resolutions 19.

**2012 Miscellaneous Sidewalk Project Change Order/Final Acceptance** – Public Works Director Giesking requested approval of Change Order #1 in the amount of \$6,931 and final acceptance of the 2012 sidewalk project as completed. Giesking also recommended final payment be authorized to Nielsen Blacktopping. In motion by Zieman, seconded by Kvamme, Resolution No. 2013-87 entitled "Resolution Approving Change Order #1 And Accepting The 2012 Miscellaneous Sidewalk Improvements Project", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2013-87 is contained in the City Administrator's book entitled Council Resolutions 19.

**Request for City Assistance: Fourth of July** – City Administrator Prafke recommended approval of a request from the Chamber of Commerce for City assistance with the Fourth of July activities. Prafke reviewed the assistance being provided by the City and the requirements the Chamber would be required to meet including provision of a certificate of insurance naming the City as an additional insured in an amount not less than \$1,500,000 per occurrence. Prafke noted the expected cost to the City for the provided assistance was \$8,000. In motion by Zieman, seconded by Brand, Resolution No. 2013-88 entitled "Resolution Authorizing City Assistance For Fourth Of July Event", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2013-88 is contained in the City Administrator's book entitled Council Resolutions 19.

**Unbudgeted Purchase Request: Library Repair** – City Administrator Prafke recommended approval be provided for unbudgeted repairs to the roof of the Library that would eliminate or reduce the black substance that has been forming on the Kasota Stone exterior. Prafke recommended Schwickert's of Mankato, the company that currently provides for roof maintenance and repairs, be authorized to make the repair at a cost of \$12,030 which would be funded by a donation from the Carl and Verna Schmidt Foundation. In motion by Brand, seconded by Kvamme, Resolution No. 2013-89 entitled "Resolution Authorizing Unbudgeted Purchase Of Replacement Metal Cap Coping On The Kasota Stone Wall At The Public Library", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2013-89 is contained in the City Administrator's book entitled Council Resolutions 19.

**2013 Seal Coat Project Bid Award** – Public Works Director Giesking recommended award of the bid for the 2013 Seal Coat Project to Caldwell Asphalt in the amount of \$2.575 per gallon applied which was approximately \$22,000 under the estimate for completing 114 blocks of seal coating. Giesking asked for the resolution to be modified slightly to allow expenditure for seal coating of up to \$147,000 (versus the \$150,000 which was originally specified in the resolution). Giesking indicated Traverse Road, which had been listed as an additional street to be seal coated if funding allowed, would be milled instead as would Gault Street in an area near the Ritt Street intersection which is torn up by turning semi-trucks. Giesking stated July 29<sup>th</sup> was the anticipated start date for the seal coating project. In motion by Kvamme, seconded by Zieman, Resolution No. 2013-90 entitled "Resolution Awarding Bid For 2013 Seal Coat Project", was

introduced with the expenditure capped at \$147,000. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2013-90 is contained in the City Administrator's book entitled Council Resolutions 19.

**Home Demolition Proposal Acceptance** – City Administrator Prafke recommended acceptance of the proposal submitted by Hansen Sanitation in the amount of \$11,500 for demolition of the structure at 1728 North Fifth Street which had recently been purchased by the City for the Washington Avenue Link Project. Prafke, along with Public Works Director Giesking, indicated the demolition would include removal of all the trees on the lot, proper disposal of a small amount of floor tile asbestos, and filling the excavated basement with engineered fill that will be tested to ensure quality. Prafke noted that the City has sold the lot and a new home will begin construction on the lot as soon as demolition is completed. In motion by Brand, seconded by Zieman, Resolution No. 2013-91 entitled "Resolution Accepting Proposal For Demolition Of Structures At 1728 North Fifth Street", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2013-91 is contained in the City Administrator's book entitled Council Resolutions 19.

### **Reports**

**Council Goal Session Schedule** – City Administrator Prafke reported the goal session was scheduled for June 17<sup>th</sup> at 3:00 p.m. in the Senior Center.

**League of Minnesota Cities Conference** – City Administrator Prafke reported he and Mayor Strand will be attending the League of Minnesota Cities conference the week of June 18<sup>th</sup>.

**City/County Committee Meeting Schedule** – City Administrator Prafke reminded Councilmembers that a City/County committee meeting will be held on June 12<sup>th</sup> at 3:30 p.m. at the Nicollet County Government Center.

**Gorman Park Turf Restoration** – City Administrator Prafke provided a report on hydroseeding that is being done in Gorman Park to replace turf that experienced winter kill.

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

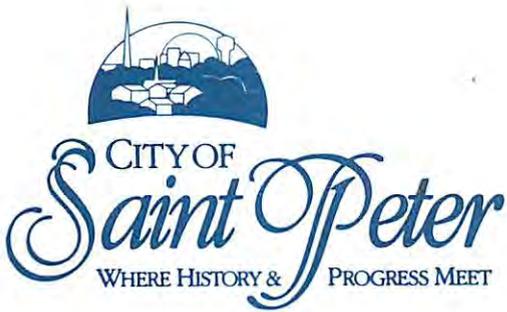
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Timothy Strand  
Mayor

ATTEST:

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Todd Prafke  
City Administrator



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATE:** 6/19/2013

**FROM:** Cindy Moulton  
Administrative Secretary

**RE:** Fireworks Permit Application

### **ACTION/RECOMMENDATION**

Provide approval of a temporary license.

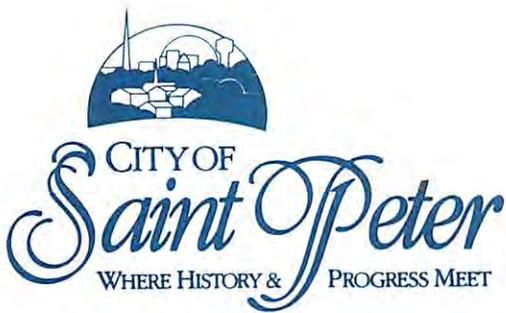
### **BACKGROUND**

The City has received an application for a Fireworks Permit. Ed Johnson, on behalf of the Red Men Club, has submitted the application which would allow them to display fireworks on July 4, 2013 at the Nicollet County Fairgrounds. The event will begin at approximately 10:00 p.m.

Please place this item on the June 24, 2013 City Council consent agenda.

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

CKM



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATE:** 06/19/13

**FROM:** Matt Peters  
Chief of Police

**RE:** Communications Technician Appointment

### **ACTION/RECOMMENDATION**

Approve the appointment of William Jensen to the position of Communication Technician.

### **BACKGROUND**

The Saint Peter Police Department Civil Service Commission invited 16 potential candidates out of a total of 47 applicants for interviews. The Civil Service Commission then authorized full-field background investigation for the top scoring candidate.

The candidate selected by the Saint Peter Police Department Civil Service Commission to fill the current Communications Technician vacancy has successfully completed the selection process. The Civil Service Commission believes he will be an excellent dispatcher for the City of Saint. Peter.

Therefore, the Saint Peter Police Civil Service Commission recommends the appointment of William Jensen to the position. The candidate has successfully passed all selection requirements. The starting base salary for a probationary Communications Technician is currently \$18.51 per hour.

Please include this appointment on the consent agenda for the June 24, 2013 regular Council meeting.

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



## Memorandum

**TO:** Todd Prafke  
City Administrator

**FROM:** Jane Timmerman *JT*  
Director of Recreation & Leisure Services

**RE:** 2013 Seasonal employee wage adjustment

**Date:** June 6, 2013

### **ACTION/RECOMMENDATION**

Approve change in position and wage for Elizabet Felty from Lifeguard at \$8.00 per hour to Water Safety Instructor/Lifeguard at \$9.00 per hour.

### **BACKGROUND**

As of April, 2013 Elizabet Felty was hired as a Lifeguard without Water Safety Instructor certification because she had not completed the renewal process for Water Safety Instructor. I have now received verification from the American Red Cross that she has officially renewed her WSI certification. Ms Felty has worked successfully as a WSI/Lifeguard at the outdoor pool for the past six years and it is important for the pool to have qualified WSI instructors.

I recommend that Elizabet Felty's position and wage rate be adjusted. Her 2013 seasonal position will be WSI with Lifeguard Training at the wage rate of \$9.00 per hour.

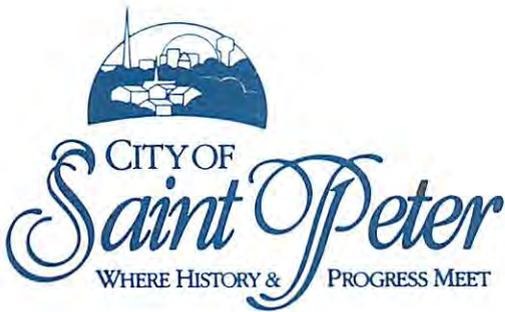
### **FISCAL IMPACT**

This position is planned for in the 2013 pool budget.

### **ALTERNATIVES/VARIATIONS:**

Do not act: Staff will not proceed with the position and wage adjustment.  
Negative Votes: Staff will wait for further direction.  
Modification of the Resolution: This is always an option of the Council.

JLT/



## Memorandum

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

**DATE:** 6/19/2013

**FROM:** Todd Prafke  
City Administrator

**RE:** Advisory Board Appointment

### **ACTION/RECOMMENDATION**

Approve the appointment of Warren Friesen to the Heritage Preservation Commission.

### **BACKGROUND**

Mayor Strand has recommended the appointment of Warren Friesen to the Heritage Preservation Commission to complete the term 2011-2013.

Mr. Friesen previously served on the HPC, but was forced to resign when he relocated from Saint Peter. He has returned to Saint Peter and is excited about the opportunity to become part of the HPC again.

Mr. Friesen would be completing the term of another member who resigned.

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

### **FISCAL IMPACT:**

### **ALTERNATIVES/VARIATIONS:**

Do Not Act:

Denial:

Modification of the Resolution:

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

TP/bal

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADOLPH KIEFER AND ASSOCIATES	vests, fanny packs, umbrell	GENERAL FUND	SWIMMING POOL	402.07
			TOTAL:	402.07
AFFILIATED CREDIT SERVICES	may 2013 collections	ELECTRIC FUND	CUSTOMER ACCOUNTS	127.69
			TOTAL:	127.69
AG POWER ENTERPRISES, INC	#113 jd x540 w/attachments	WATER	CAPITAL-GENERAL PLANT	3,481.64
	#113 jd x540 w/attachments	WASTE WATER FUND	CAPITAL-GENERAL PLANT	3,481.63
	#113 jd x540 tractor w/att	STORMWATER FUND	CAPITAL-GENERAL PLANT	3,481.64
			TOTAL:	10,444.91
ALEX AIR APPARATUS, INC	chemguard class a foam pai	GENERAL FUND	FIRE	442.50
	chem guard foam pail	GENERAL FUND	FIRE	442.50
	chemguard class a foam pai	GENERAL FUND	FIRE	737.50
			TOTAL:	1,622.50
ALL AMERICA PRESSURE WASHER MFG., INC.	pressure washer hose	GENERAL FUND	STREETS	26.72
	pressure washer hose	GENERAL FUND	PARKS	21.38
	pressure washer hose	WATER	ADMIN AND GENERAL	10.69
	pressure washer hose	WASTE WATER FUND	ADMIN AND GENERAL	10.69
	pressure washer hose	ENVIRON SERVICES F	ADMIN AND GENERAL	10.68
	pressure washer hose	ELECTRIC FUND	ADMIN AND GENERAL	26.72
			TOTAL:	106.88
ALPHA WIRELESS COMMUNICATIONS CO	6/1-7/1 ltr radio maintena	GENERAL FUND	MUNICIPAL BUILDING	58.53
	6/1-7/1 ltr radio maintena	GENERAL FUND	PUBLIC WORKS ADMIN	81.94
	6/1-7/1 ltr radio maintena	WATER	ADMIN AND GENERAL	56.08
	6/1-7/1 ltr radio maintena	WASTE WATER FUND	ADMIN AND GENERAL	50.72
	6/1-7/1 ltr radio maintena	ELECTRIC FUND	ADMIN AND GENERAL	50.73
			TOTAL:	298.00
APCO INTERNATIONAL	shooter class 7/15/13	GENERAL FUND	POLICE	597.00
			TOTAL:	597.00
ARROW ACE HARDWARE INC	armor all, cleaner, batterie	GENERAL FUND	POLICE	28.29
	batteries, pipe, clock, nmb	GENERAL FUND	FIRE	361.40
	removr, blades, weed-b-gone	GENERAL FUND	STREETS	16.12
	seed, jug, sprayer, blades	GENERAL FUND	STREETS	81.12
	bolts, casters, screen, gripp	GENERAL FUND	SWIMMING POOL	145.24
	fly paper, tape, ez start, mo	GENERAL FUND	SWIMMING POOL	23.03
	orange line, tape, brush, tra	GENERAL FUND	PARKS	144.43
	removr, blades, weed-b-gone	GENERAL FUND	PARKS	16.12
	hose	GENERAL FUND	PARKS	1.69
	flashlight	GENERAL FUND	ECONOMIC DEVMT	4.26
	roundup	LIBRARY FUND	LIBRARY	13.35
	roundup	COMMUNITY CENTER	COMMUNITY CENTER	13.36
	battery, tools, cleaners	COMMUNITY CENTER	COMMUNITY CENTER	89.04
	padlock, bolts, keys 1728 n 5	PERM IMPROVMENT RE	STREETS	28.17
	insulating pipe, grommet ki	WATER	PURIFICATION AND TREAT	10.13
	removr, blades, weed-b-gone	WATER	DISTRIBUTION AND STORA	8.06
	nipple, coupling	WATER	DISTRIBUTION AND STORA	18.14
	epoxy, rod	WASTE WATER FUND	COLLECTOR/LIFT STAT	12.80
	removr, blades, weed-b-gone	WASTE WATER FUND	SOURCE/TREATMENT	8.06
	adapter, bushings, tee	WASTE WATER FUND	SOURCE/TREATMENT	11.18
	removr, blades, weed-b-gone	ENVIRON SERVICES F	REFUSE DISPOSAL	8.06
	handguard/drive tube assy,	ENVIRON SERVICES F	REFUSE DISPOSAL	180.42

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	downtown planters	ENVIRON SERVICES F	REFUSE DISPOSAL	17.61
	pull, knife&blades, key	ELECTRIC FUND	POWER DISTRIBUTION	28.07
	removr, blades, weed-b-gone	ELECTRIC FUND	POWER DISTRIBUTION	16.12
	removr, blades, weed-b-gone	STORMWATER FUND	TREATMENT	8.08
	poly tarp, nails	STORMWATER FUND	TREATMENT	20.81
	office lights	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	10.68
			TOTAL:	1,323.84
AUDIO EDITIONS	adult audio	LIBRARY FUND	LIBRARY	254.29
			TOTAL:	254.29
BARNES & NOBLE INC	summer reading prog materi	LIBRARY FUND	LIBRARY	359.25
			TOTAL:	359.25
BARBARA BJELLAND	refunds for 2 lost/found b	LIBRARY FUND	NON-DEPARTMENTAL	36.98
			TOTAL:	36.98
BOYER TRUCKS	'01 sterling repair labor	PROPERTY INSURANCE	INSURANCE-UNALLOCATED	6,507.70
	'01 sterling repair parts&	PROPERTY INSURANCE	INSURANCE-UNALLOCATED	15,637.31
			TOTAL:	22,145.01
BRANDT LAW OFFICE	civil	GENERAL FUND	LEGAL SERVICES	1,256.50
	criminal	GENERAL FUND	LEGAL SERVICES	9,302.00
	park row crossing tif	GENERAL FUND	ECONOMIC DEVMT	721.00
	volk electric	TORNADO DISASTER R	ECONOMIC DEVMT	392.43
	hunter hardwood	TORNADO DISASTER R	ECONOMIC DEVMT	406.00
	wash ave link	PERM IMPROVMENT RE	STREETS	3,376.00
	closing on lot	WASH TERRACE HOUSI	ECONOMIC DEVMT	210.00
	compost site	ENVIRON SERVICES F	REFUSE DISPOSAL	140.00
			TOTAL:	15,803.93
BROAD REACH	children's materials	LIBRARY FUND	LIBRARY	334.76
			TOTAL:	334.76
BRYAN ROCK PRODUCTS INC	crushed rock	LIBRARY FUND	LIBRARY	117.73
	crushed rock	COMMUNITY CENTER	COMMUNITY CENTER	50.45
			TOTAL:	168.18
DEAN BUSSE	cell phone reimbursement	GENERAL FUND	BUILDING INSPECTOR	100.00
			TOTAL:	100.00
CANNON TECHNOLOGIES INC	#586 lcr3100 load shed ac	ELECTRIC FUND	NON-DEPARTMENTAL	21,257.44
			TOTAL:	21,257.44
CINTAS CORPORATION #754	may uniforms	ELECTRIC FUND	ADMIN AND GENERAL	433.55
			TOTAL:	433.55
COLE PAPERS INC	pool cleaning supplies 201	GENERAL FUND	SWIMMING POOL	1,047.13
	garbage bags	GENERAL FUND	SWIMMING POOL	74.56
	cleaning supplies	LIBRARY FUND	LIBRARY	205.47
	cleaning supplies	LIBRARY FUND	LIBRARY	168.67
	cleaning supplies	COMMUNITY CENTER	COMMUNITY CENTER	821.92
	gym floor supplies	COMMUNITY CENTER	COMMUNITY CENTER	356.84
	cleaning supplies	COMMUNITY CENTER	COMMUNITY CENTER	393.55
			TOTAL:	3,068.14

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
COMPUTER TECHNOLOGY SOLUTIONS, INC.	server card for squad vide	GENERAL FUND	POLICE	81.01
	memory upgrades for comput	GENERAL FUND	RECREATION/LEISURE SER	<u>564.30</u>
			TOTAL:	645.31
COPIER BUSINESS SOLUTIONS	contract overage 5/10-6/9/	GENERAL FUND	RECREATION/LEISURE SER	138.04
	contract overage 5/10-6/9/	COMMUNITY CENTER	COMMUNITY CENTER	<u>138.05</u>
			TOTAL:	276.09
COURT SPORTS AND MORE	clothing allowance wayne p	COMMUNITY CENTER	COMMUNITY CENTER	<u>66.00</u>
			TOTAL:	66.00
CREDIT RIVER TOOLS	1/4" drive sockets	GENERAL FUND	STREETS	57.66
	1/4" drive sockets	GENERAL FUND	PARKS	57.66
	1/4" drive sockets	WATER	DISTRIBUTION AND STORA	28.83
	1/4" drive sockets	WASTE WATER FUND	SOURCE/TREATMENT	28.83
	1/4" drive sockets	ENVIRON SERVICES F	REFUSE DISPOSAL	28.83
	1/4" drive sockets	ELECTRIC FUND	POWER DISTRIBUTION	57.66
	1/4" drive sockets	STORMWATER FUND	TREATMENT	<u>28.83</u>
			TOTAL:	288.30
CRYSTAL LAWN, INC	gault park irrig startup	GENERAL FUND	PARKS	335.17
	jefferson fld irrig startu	GENERAL FUND	PARKS	113.17
	bdwy plnt irrig spring sta	WATER	PURIFICATION AND TREAT	195.67
	sunrise wtr twr irrig star	WATER	DISTRIBUTION AND STORA	<u>280.77</u>
			TOTAL:	924.78
CULLIGAN	muni bldg softener rental	GENERAL FUND	MUNICIPAL BUILDING	<u>28.05</u>
			TOTAL:	28.05
CUSTOM FIRE APPARATUS, INC.	#507 siren	GENERAL FUND	FIRE	267.35
	waterous rebuild kit	GENERAL FUND	FIRE	<u>139.32</u>
			TOTAL:	406.67
ECONO FOODS	pop,water	GENERAL FUND	POLICE	16.79
	cleaner,vinegar	GENERAL FUND	FIRE	21.05
	senior dance supplies	GENERAL FUND	SENIOR COORDINATOR	27.48
	senior dance supplies	GENERAL FUND	SENIOR COORDINATOR	15.78
	pool concessions	GENERAL FUND	SWIMMING POOL	18.46
	tide	WASTE WATER FUND	SOURCE/TREATMENT	<u>43.88</u>
			TOTAL:	143.44
EMBLEM ENTERPRISES, INC	police patches	GENERAL FUND	POLICE	<u>703.30</u>
			TOTAL:	703.30
ERICKSON OIL PRODUCTS INC	may fuel	GENERAL FUND	POLICE	150.18
	may fuel	WATER	SOURCE OF SUPPLY	21.17
	may fuel	WATER	PURIFICATION AND TREAT	31.75
	may fuel	WATER	DISTRIBUTION AND STORA	158.75
	may fuel	WASTE WATER FUND	COLLECTOR/LIFT STAT	162.82
	may fuel	STORMWATER FUND	TREATMENT	<u>219.18</u>
			TOTAL:	743.85
	FASTENAL COMPANY	butt connectors,nitrile gl	GENERAL FUND	STREETS
button plugs		GENERAL FUND	SWIMMING POOL	4.21
butt connectors,nitrile gl		GENERAL FUND	PARKS	6.97
recip saw blades		WATER	PURIFICATION AND TREAT	23.82

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	butt connectors,nitrile gl	WATER	DISTRIBUTION AND STORA	3.48
	butt connectors,nitrile gl	WASTE WATER FUND	SOURCE/TREATMENT	3.48
	butt connectors,nitrile gl	ENVIRON SERVICES F	REFUSE DISPOSAL	3.48
	butt connectors,nitrile gl	ELECTRIC FUND	POWER DISTRIBUTION	6.97
	bolts, washers,hex nuts	ELECTRIC FUND	POWER DISTRIBUTION	5.30
	bolts,washers,hex nuts	ELECTRIC FUND	POWER DISTRIBUTION	2.47-
	butt connectors,nitrile gl	STORMWATER FUND	TREATMENT	3.49
			TOTAL:	65.70
THE FREE PRESS	summer adventures ad	GENERAL FUND	RECREATION/LEISURE SER	99.00
			TOTAL:	99.00
FROZEN YOGURT CREATIONS	pool concessions	GENERAL FUND	SWIMMING POOL	112.50
			TOTAL:	112.50
GOODTIMES MANUFACTURING	seasonal staff shirts rec	GENERAL FUND	RECREATION/LEISURE SER	181.25
	seasonal staff shirts pool	GENERAL FUND	SWIMMING POOL	231.25
			TOTAL:	412.50
GOPHER STATE ONE-CALL INC	may 2013 locates	WATER	DISTRIBUTION AND STORA	173.50
	may 2013 locates	WASTE WATER FUND	COLLECTOR/LIFT STAT	173.50
	may 2013 locates	ELECTRIC FUND	POWER DISTRIBUTION	173.50
			TOTAL:	520.50
GRAINGER	blast media	GENERAL FUND	STREETS	48.94
	blast media	GENERAL FUND	PARKS	48.94
	blast media	WATER	DISTRIBUTION AND STORA	24.47
	blast media	WASTE WATER FUND	SOURCE/TREATMENT	24.47
	blast media	ENVIRON SERVICES F	REFUSE DISPOSAL	24.47
	blast media	ELECTRIC FUND	POWER DISTRIBUTION	48.94
	blast media	STORMWATER FUND	TREATMENT	24.48
			TOTAL:	244.71
GRAYBAR ELECTRIC COMPANY INC	replacement wall sconce co	COMMUNITY CENTER	COMMUNITY CENTER	540.19
			TOTAL:	540.19
GREATER MANKATO GROWTH	3rd qtr dues	GENERAL FUND	ECONOMIC DEVMT	6,273.75
			TOTAL:	6,273.75
GUSTAVUS ADOLPHUS COLLEGE	2nd qtr work study	GENERAL FUND	RECREATION/LEISURE SER	465.79
	2nd qtr work study	LIBRARY FUND	LIBRARY	244.23
			TOTAL:	710.02
GUSTAVUS ADOLPHUS COLLEGE P.O.	may 2013 postage	GENERAL FUND	CITY ADMINISTRATION	43.96
	may 2013 postage	GENERAL FUND	CITY CLERK	138.80
	may 2013 postage	GENERAL FUND	FINANCE	154.17
	may 2013 postage	GENERAL FUND	POLICE	122.75
	may 2013 postage	GENERAL FUND	FIRE	8.32
	may 2013 postage	GENERAL FUND	BUILDING INSPECTOR	4.98
	may 2013 postage	GENERAL FUND	PUBLIC WORKS ADMIN	88.37
	may 2013 postage	GENERAL FUND	RECREATION/LEISURE SER	34.38
	may 2013 postage	GENERAL FUND	PARKS	0.51
	may 2013 postage	GENERAL FUND	ECONOMIC DEVMT	22.21
	may 2013 postage	LIBRARY FUND	LIBRARY	9.69
	may 2013 postage	COMMUNITY CENTER	COMMUNITY CENTER	0.51
	may 2013 postage	WATER	CUSTOMER ACCOUNTS	71.24

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	may 2013 postage	WASTE WATER FUND	ADMIN AND GENERAL	3.25
	may 2013 postage	WASTE WATER FUND	CUSTOMER ACCOUNTS	71.23
	may 2013 postage	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	71.24
	may 2013 postage	ELECTRIC FUND	ADMIN AND GENERAL	0.97
	may 2013 postage	ELECTRIC FUND	CUSTOMER ACCOUNTS	71.23
	may 2013 postage	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	11.93
			TOTAL:	929.74
PAUL HAGEN	blk shoes	GENERAL FUND	POLICE	49.99
			TOTAL:	49.99
HAWKINS, INC.	chlorine,caustic soda,sodi	WATER	PURIFICATION AND TREAT	5,647.50
	caustic soda,hydro acid	WATER	PURIFICATION AND TREAT	5,021.78
			TOTAL:	10,669.28
HICKORY TECH	phone svc 6/8-7/7/13	GENERAL FUND	CITY ADMINISTRATION	77.65
	phone svc 6/8-7/7/13	GENERAL FUND	CITY CLERK	15.36
	phone svc 6/8-7/7/13	GENERAL FUND	FINANCE	120.87
	phone svc 6/8-7/7/13	GENERAL FUND	MUNICIPAL BUILDING	7.18
	phone svc 6/8-7/7/13	GENERAL FUND	POLICE	361.60
	phone svc 6/8-7/7/13	GENERAL FUND	FIRE	150.25
	phone svc 6/8-7/7/13	GENERAL FUND	BUILDING INSPECTOR	45.07
	phone svc 6/8-7/7/13	GENERAL FUND	PUBLIC WORKS ADMIN	84.30
	phone svc 6/8-7/7/13	GENERAL FUND	STREETS	52.23
	phone svc 6/8-7/7/13	GENERAL FUND	SENIOR COORDINATOR	6.13
	phone svc 6/8-7/7/13	GENERAL FUND	RECREATION/LEISURE SER	128.28
	phone svc 6/8-7/7/13	GENERAL FUND	SWIMMING POOL	31.37
	phone svc 6/8-7/7/13	GENERAL FUND	PARKS	93.47
	phone svc 6/8-7/7/13	GENERAL FUND	ECONOMIC DEVMT	29.71
	phone svc 6/8-7/7/13	LIBRARY FUND	LIBRARY	91.46
	phone svc 6/8-7/7/13	PUBLIC ACCESS	PUBLIC ACCESS	15.32
	phone svc 6/8-7/7/13	COMMUNITY CENTER	COMMUNITY CENTER	47.60
	phone svc 6/8-7/7/13	WATER	ADMIN AND GENERAL	237.93
	phone svc 6/8-7/7/13	WASTE WATER FUND	ADMIN AND GENERAL	192.75
	phone svc 6/8-7/7/13	ENVIRON SERVICES F	ADMIN AND GENERAL	33.19
	phone svc 6/8-7/7/13	ELECTRIC FUND	ADMIN AND GENERAL	150.11
	phone svc 6/8-7/7/13	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	49.82
			TOTAL:	2,021.65
HIGH VOLTAGE SERVICE	transformer oil analysis	ELECTRIC FUND	POWER DISTRIBUTION	800.00
			TOTAL:	800.00
HORVICK INC	sprayer fittings	GENERAL FUND	STREETS	25.22
			TOTAL:	25.22
INGRAM BOOK COMPANY	new library materials	LIBRARY FUND	LIBRARY	245.29
	new library materials	LIBRARY FUND	LIBRARY	724.64
	new library materials	LIBRARY FUND	LIBRARY	465.71
			TOTAL:	1,435.64
INSTITUTE FOR ENVIRONMENTAL ASSESSMENT	asbestos,lead paint,inspec	PERM IMPROVMENT RE	STREETS	1,165.00
			TOTAL:	1,165.00
JAVENS MECHANICAL CONTRACTING CO.	spring prev maint	WASTE WATER FUND	SOURCE/TREATMENT	885.00
			TOTAL:	885.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
JEFFERSON FIRE & SAFETY INC	facesheild brkt,suspenders	GENERAL FUND	FIRE	133.08
			TOTAL:	133.08
JLS DISTRIBUTING, INC	mech bay grease	GENERAL FUND	STREETS	19.24
	mech bay grease	GENERAL FUND	PARKS	19.24
	mech bay grease	WATER	DISTRIBUTION AND STORA	9.62
	mech bay grease	WASTE WATER FUND	SOURCE/TREATMENT	9.62
	mech bay grease	ENVIRON SERVICES F	REFUSE DISPOSAL	9.62
	mech bay grease	ELECTRIC FUND	POWER DISTRIBUTION	19.24
	mech bay grease	STORMWATER FUND	TREATMENT	9.60
			TOTAL:	96.18
JT SERVICES	#467 2"44" e-loc couplling	ELECTRIC FUND	NON-DEPARTMENTAL	310.85
			TOTAL:	310.85
KENDELL DOORS & HARDWARE, INC.	closer w/cover	GENERAL FUND	PARKS	255.00
	door closer	COMMUNITY CENTER	COMMUNITY CENTER	436.00
			TOTAL:	691.00
KIND VETERINARY CLINIC PA	may vet svc	GENERAL FUND	COMMUNITY SERVICE	203.39
	may vet svc paws	RESTRICTED CONTRIB	COMMUNITY SERVICE	460.44
			TOTAL:	663.83
DONNIE KLOSSNER	senior dance music	GENERAL FUND	SENIOR COORDINATOR	175.00
			TOTAL:	175.00
KWIK TRIP INC	may fuel	GENERAL FUND	POLICE	2,561.64
	may fuel	GENERAL FUND	BUILDING INSPECTOR	54.56
	may fuel	GENERAL FUND	PARKS	428.11
	may fuel	WATER	ADMIN AND GENERAL	30.55
	may fuel	WASTE WATER FUND	ADMIN AND GENERAL	30.54
	travel to windom mtg	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	33.19
	may fuel	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	3,110.56
			TOTAL:	6,249.15
LAGER'S INC	#108 alignment	GENERAL FUND	POLICE	69.56
			TOTAL:	69.56
LARKSTUR ENGINEERING & SUPPLY, INC.	#206 paver hydr fittings	GENERAL FUND	STREETS	10.98
			TOTAL:	10.98
LARSON SOCCER CAMP	indoor soccer camps	GENERAL FUND	RECREATION/LEISURE SER	1,035.00
			TOTAL:	1,035.00
LEAGUE OF MN CITIES INSURANCE TRUST	3rd qtr workers comp	GENERAL FUND	MAYOR & COUNCIL	13.05
	3rd qtr workers comp	GENERAL FUND	CITY ADMINISTRATION	151.37
	3rd qtr workers comp	GENERAL FUND	CITY CLERK	64.57
	3rd qtr workers comp	GENERAL FUND	FINANCE	177.83
	3rd qtr workers comp	GENERAL FUND	MUNICIPAL BUILDING	200.23
	3rd qtr workers comp	GENERAL FUND	POLICE	6,085.49
	3rd qtr workers comp	GENERAL FUND	FIRE	3,410.00
	3rd qtr workers comp	GENERAL FUND	FIRE	153.66
	3rd qtr workers comp	GENERAL FUND	BUILDING INSPECTOR	105.50
	3rd qtr workers comp	GENERAL FUND	COMMUNITY SERVICE	288.44
	3rd qtr workers comp	GENERAL FUND	PUBLIC WORKS ADMIN	160.19
	3rd qtr workers comp	GENERAL FUND	STREETS	3,949.26

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	3rd qtr workers comp	GENERAL FUND	RECREATION/LEISURE SER	908.90
	3rd qtr workers comp	GENERAL FUND	SWIMMING POOL	651.86
	3rd qtr workers comp	GENERAL FUND	SKATING RINKS	16.05
	3rd qtr workers comp	GENERAL FUND	PARKS	2,055.78
	3rd qtr workers comp	GENERAL FUND	ECONOMIC DEVMT	93.68
	3rd qtr workers comp	LIBRARY FUND	LIBRARY	285.09
	3rd qtr workers comp	PUBLIC ACCESS	PUBLIC ACCESS	7.94
	3rd qtr workers comp	COMMUNITY CENTER	COMMUNITY CENTER	554.82
	3rd qtr workers comp	WATER	SOURCE OF SUPPLY	152.95
	3rd qtr workers comp	WATER	PURIFICATION AND TREAT	1,360.00
	3rd qtr workers comp	WATER	DISTRIBUTION AND STORA	632.98
	3rd qtr workers comp	WATER	ADMIN AND GENERAL	132.14
	3rd qtr workers comp	WATER	CUSTOMER ACCOUNTS	20.29
	3rd qtr workers comp	WASTE WATER FUND	BIOSOLIDS	109.73
	3rd qtr workers comp	WASTE WATER FUND	COLLECTOR/LIFT STAT	1,108.07
	3rd qtr workers comp	WASTE WATER FUND	SOURCE/TREATMENT	1,348.00
	3rd qtr workers comp	WASTE WATER FUND	ADMIN AND GENERAL	169.36
	3rd qtr workers comp	WASTE WATER FUND	CUSTOMER ACCOUNTS	20.29
	3rd qtr workers comp	ENVIRON SERVICES F	REFUSE DISPOSAL	901.67
	3rd qtr workers comp	ENVIRON SERVICES F	ADMIN AND GENERAL	82.21
	3rd qtr workers comp	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	13.41
	3rd qtr workers comp	ELECTRIC FUND	POWER PRODUCTION	78.33
	3rd qtr workers comp	ELECTRIC FUND	POWER DISTRIBUTION	1,874.96
	3rd qtr workers comp	ELECTRIC FUND	ADMIN AND GENERAL	456.21
	3rd qtr workers comp	ELECTRIC FUND	CUSTOMER ACCOUNTS	94.38
	3rd qtr workers comp	STORMWATER FUND	COLLECTIONS/LIFT STATI	274.33
	3rd qtr workers comp	STORMWATER FUND	TREATMENT	79.21
	3rd qtr workers comp	STORMWATER FUND	ADMINISTRATION AND GEN	947.89
	3rd qtr workers comp	STORMWATER FUND	CUSTOMER ACCOUNTS	13.41
	3rd qtr workers comp	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	1,312.72
			TOTAL:	30,516.25
LEXIS NEXIS	may '13 subscription	GENERAL FUND	POLICE	100.00
			TOTAL:	100.00
LJP ENTERPRISES INC	may waste svc	COMMUNITY CENTER	COMMUNITY CENTER	444.46
	may waste svc	WATER	PURIFICATION AND TREAT	99.42
	may waste svc	WASTE WATER FUND	SOURCE/TREATMENT	218.29
	may waste svc	ENVIRON SERVICES F	REFUSE DISPOSAL	1,085.24
			TOTAL:	1,847.41
LOWE'S	chairs	GENERAL FUND	SWIMMING POOL	415.35
	umbrellas,umbrella bases	GENERAL FUND	SWIMMING POOL	405.49
			TOTAL:	820.84
MALLOY MONTAGUE KARNOWSKI RADOSEVICH	2012audit billing thru 5/3	GENERAL FUND	FINANCE	4,750.00
	2012audit billing thru 5/3	WATER	ADMIN AND GENERAL	1,187.50
	2012audit billing thru 5/3	WASTE WATER FUND	ADMIN AND GENERAL	1,187.50
	2012audit billing thru 5/3	ENVIRON SERVICES F	ADMIN AND GENERAL	1,187.50
	2012audit billing thru 5/3	ELECTRIC FUND	ADMIN AND GENERAL	1,187.50
			TOTAL:	9,500.00
MANKATO MOON DOGS	tickets	GENERAL FUND	RECREATION/LEISURE SER	200.00
			TOTAL:	200.00
MANTEK	grease,dry film,lube	GENERAL FUND	STREETS	106.86

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
	grease,dry film,lube	GENERAL FUND	PARKS	106.86	
	grease,dry film,lube	WATER	DISTRIBUTION AND STORA	53.43	
	grease,dry film,lube	WASTE WATER FUND	SOURCE/TREATMENT	53.43	
	grease,dry film,lube	ENVIRON SERVICES F	REFUSE DISPOSAL	53.43	
	grease,dry film,lube	ELECTRIC FUND	POWER DISTRIBUTION	106.86	
	grease,dry film,lube	STORMWATER FUND	TREATMENT	53.44	
			TOTAL:	534.31	
PAT MCSHANE	lineman license	ELECTRIC FUND	ADMIN AND GENERAL	53.00	
			TOTAL:	53.00	
MED-COMPASS INC	medical exam	GENERAL FUND	FIRE	75.00	
	medical exam & fit test	GENERAL FUND	FIRE	102.50	
			TOTAL:	177.50	
METRO FIRE	female adapter long handle	GENERAL FUND	STREETS	108.76	
			TOTAL:	108.76	
METRO JANITORIAL SUPPLY INC.	cleaners	COMMUNITY CENTER	COMMUNITY CENTER	262.69	
			TOTAL:	262.69	
METRO SALES INC	toner	GENERAL FUND	POLICE	242.88	
			TOTAL:	242.88	
DEREK MEYER	summit pk chks 5/15-6/4/13	PERM IMPROVMENT RE	STREETS	144.00	
			TOTAL:	144.00	
MINITEX	barcode labels	LIBRARY FUND	LIBRARY	171.00	
			TOTAL:	171.00	
MISC VENDOR	LILIENTHAL, CHRISTIAN	field trip zoo tour	GENERAL FUND	RECREATION/LEISURE SER	117.00
	MASON UNANDER_STREET	refund for lost/found book	LIBRARY FUND	NON-DEPARTMENTAL	16.99
	SHORT VOWEL PHONICS	new children's books	LIBRARY FUND	LIBRARY	139.65
	SUNRISE PACKAGING	processing supplies	LIBRARY FUND	LIBRARY	190.48
			TOTAL:	464.12	
MN DEPT OF COMMERCE	1st qtr 2014indirect asses	ELECTRIC FUND	ADMIN AND GENERAL	1,607.48	
	1st qtr 2014indirect asses	ELECTRIC FUND	ADMIN AND GENERAL	448.04	
			TOTAL:	2,055.52	
MN PIPE & EQUIPMENT	u-branch,ball valves,horn/	WATER	NON-DEPARTMENTAL	2,308.88	
	#266 valve top#268valve ri	WATER	NON-DEPARTMENTAL	863.98	
			TOTAL:	3,172.86	
MN SPORTS FEDERATION	2013 team fees for softbal	GENERAL FUND	RECREATION/LEISURE SER	760.00	
			TOTAL:	760.00	
MN WASTE PROCESSING	may disposal	ENVIRON SERVICES F	REFUSE DISPOSAL	14,504.82	
			TOTAL:	14,504.82	
PETE MOULTON	airport for awwa conf	WATER	ADMIN AND GENERAL	54.80	
	5/28-67-13 mileage	WASTE WATER FUND	ADMIN AND GENERAL	21.47	
	5/28-6/7/13 mileage	STORMWATER FUND	ADMINISTRATION AND GEN	35.60	
			TOTAL:	111.87	
MTI DISTRIBUTING CO	o-ring bullhead nut	GENERAL FUND	PARKS	21.15	

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	21.15
MUNICIPAL CODE CORPORATION	annual code on internet fe	GENERAL FUND	CITY ADMINISTRATION	275.00
	annual code on internet fe	WATER	ADMIN AND GENERAL	68.75
	annual code on internet fe	WASTE WATER FUND	ADMIN AND GENERAL	68.75
	annual code on internet fe	ENVIRON SERVICES F	ADMIN AND GENERAL	68.75
	annual code on internet fe	ELECTRIC FUND	ADMIN AND GENERAL	68.75
			TOTAL:	550.00
NAPA AUTO PARTS OF ST PETER	hose, fuse, cherry, breaker	GENERAL FUND	FIRE	96.60
	bulbs, valve core	GENERAL FUND	FIRE	32.01
	brk clnr, wash fluid, clamps	GENERAL FUND	STREETS	22.02
	#23 battery	GENERAL FUND	STREETS	104.81
	brk clnr, wash fluid, clamps	GENERAL FUND	PARKS	22.02
	spreader	GENERAL FUND	PARKS	3.94
	brk clnr, wash fluid, clamps	WATER	DISTRIBUTION AND STORA	11.01
	#106 oil filter	WATER	DISTRIBUTION AND STORA	2.52
	#36brake rotor & pads	WASTE WATER FUND	COLLECTOR/LIFT STAT	150.93
	brk clnr, wash fluid, clamps	WASTE WATER FUND	SOURCE/TREATMENT	11.01
	brk clnr, wash fluid, clamps	ENVIRON SERVICES F	REFUSE DISPOSAL	11.01
	#276carb kit, float, plugs, c	ENVIRON SERVICES F	REFUSE DISPOSAL	105.80
	brk clnr, wash fluid, clamps	ELECTRIC FUND	POWER DISTRIBUTION	22.02
	brk clnr, wash fluid, clamps	STORMWATER FUND	TREATMENT	11.00
	#1 brake rotor & pads	STORMWATER FUND	TREATMENT	109.39
	#11filter kit, atp filter, b	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	141.23
			TOTAL:	857.32
NELSON PRINTING COMPANY	ups vests	GENERAL FUND	STREETS	14.34
	envelopes, paper	LIBRARY FUND	LIBRARY	13.65
	water report	WATER	ADMIN AND GENERAL	149.63
	ups	WATER	ADMIN AND GENERAL	16.05
	ship handheld fc3	WATER	CUSTOMER ACCOUNTS	4.02
	ribbon	WASTE WATER FUND	BIOSOLIDS	12.28
	ship handheld fc3	WASTE WATER FUND	CUSTOMER ACCOUNTS	4.02
	ship handheld fc3	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	4.00
	ups	ELECTRIC FUND	ADMIN AND GENERAL	15.62
	ship handheld fc3	ELECTRIC FUND	CUSTOMER ACCOUNTS	4.02
			TOTAL:	237.63
NICOLLET COUNTY BANK	ach transfers	GENERAL FUND	FINANCE	9.47
	ach transfers	WATER	ADMIN AND GENERAL	2.37
	ach transfers	WATER	CUSTOMER ACCOUNTS	11.64
	ach transfers	WASTE WATER FUND	ADMIN AND GENERAL	2.37
	ach transfers	WASTE WATER FUND	CUSTOMER ACCOUNTS	11.64
	ach transfers	ENVIRON SERVICES F	ADMIN AND GENERAL	2.37
	ach transfers	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	11.64
	ach transfers	ELECTRIC FUND	ADMIN AND GENERAL	2.37
	ach transfers	ELECTRIC FUND	CUSTOMER ACCOUNTS	11.63
			TOTAL:	65.50
NICOLLET COUNTY SENIOR SERVICES	may contract sr ctr prog c	GENERAL FUND	SENIOR COORDINATOR	2,300.00
			TOTAL:	2,300.00
NORTH CENTRAL INTERNATIONAL	filter	GENERAL FUND	NON-DEPARTMENTAL	26.48
			TOTAL:	26.48

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
NUTTER CLOTHING CO	matt g shoes	GENERAL FUND	POLICE	88.00
			TOTAL:	88.00
OFFICEMAX	usb for library-anissa	LIBRARY FUND	LIBRARY	64.11
			TOTAL:	64.11
PEPSI-COLA OF MANKATO INC	pool concessions	GENERAL FUND	SWIMMING POOL	84.80
	concessions	COMMUNITY CENTER	COMMUNITY CENTER	270.25
			TOTAL:	355.05
SYLVIA PERRON	senior ctr supplies	GENERAL FUND	SENIOR COORDINATOR	54.07
			TOTAL:	54.07
PET EXPO DIST.	aquarium maint & supplies	LIBRARY FUND	LIBRARY	84.26
			TOTAL:	84.26
PETER'S SODDING SERVICE	sod skaro,4th&chestnt,madi	WATER	DISTRIBUTION AND STORA	328.14
			TOTAL:	328.14
MATTHEW PETERS	wiper blades	GENERAL FUND	POLICE	40.58
			TOTAL:	40.58
PLUNKETT'S PEST CONTROL INC	inspect & treat for mice	PERM IMPROVMENT RE	STREETS	429.50
			TOTAL:	429.50
TODD PRAFKE-PETTY CASH	pop city/sd committee mtg	GENERAL FUND	CITY ADMINISTRATION	4.50
	cleaner	GENERAL FUND	SWIMMING POOL	4.28
	meals spdc,rotary	GENERAL FUND	ECONOMIC DEVMT	53.40
	postage	PERM IMPROVMENT RE	STREETS	0.46
	postage	WATER	ADMIN AND GENERAL	5.80
	mnaqua mtg lunch	WASTE WATER FUND	ADMIN AND GENERAL	9.75
	mtg meals	ENVIRON SERVICES F	ADMIN AND GENERAL	17.31
	smmpa rochecter mtg meal	ELECTRIC FUND	ADMIN AND GENERAL	7.92
	transit grant wkshp meal	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	16.94
			TOTAL:	120.36
RONALD D. QUADE	meeting fees & per diem	GENERAL FUND	FIRE	54.86
			TOTAL:	54.86
QUICK MART ST PETER	may fuel	GENERAL FUND	POLICE	519.72
	may fuel	GENERAL FUND	FIRE	33.25
			TOTAL:	552.97
QUILL	paper	GENERAL FUND	FINANCE	14.98
	labels	GENERAL FUND	FIRE	60.72
	ink cartridge	GENERAL FUND	STREETS	6.12
	ink cartridge	GENERAL FUND	STREETS	7.00
	ink cartridge	GENERAL FUND	STREETS	32.00
	ink cartridge	GENERAL FUND	RECREATION/LEISURE SER	159.99
	ink cartridge	GENERAL FUND	PARKS	4.89
	ink cartridge	GENERAL FUND	PARKS	5.60
	ink cartridge	GENERAL FUND	PARKS	25.60
	ink cartridge	WATER	ADMIN AND GENERAL	2.45
	ink cartridge	WATER	ADMIN AND GENERAL	2.80
	ink cartridge	WATER	ADMIN AND GENERAL	12.80
	ink cartridge	WATER	CUSTOMER ACCOUNTS	19.88

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	ink cartridge	WASTE WATER FUND	ADMIN AND GENERAL	2.45
	ink cartridge	WASTE WATER FUND	ADMIN AND GENERAL	2.80
	ink cartridge	WASTE WATER FUND	ADMIN AND GENERAL	12.80
	ink cartridge	WASTE WATER FUND	CUSTOMER ACCOUNTS	19.88
	ink cartridge	ENVIRON SERVICES F	ADMIN AND GENERAL	2.43
	ink cartridge	ENVIRON SERVICES F	ADMIN AND GENERAL	2.79
	ink cartridge	ENVIRON SERVICES F	ADMIN AND GENERAL	12.79
	ink cartridge	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	19.88
	ink cartridge	ELECTRIC FUND	ADMIN AND GENERAL	6.12
	ink cartridge	ELECTRIC FUND	ADMIN AND GENERAL	7.00
	ink cartridge	ELECTRIC FUND	ADMIN AND GENERAL	32.00
	ink cartridge	ELECTRIC FUND	CUSTOMER ACCOUNTS	19.88
			TOTAL:	495.65
RAMY TURF PRODUCTS	seed	GENERAL FUND	PARKS	182.76
			TOTAL:	182.76
RECREATION SUPPLY COMPANY	pool vac cord,bags,clips,p	GENERAL FUND	SWIMMING POOL	232.42
	play raft,dive rings	GENERAL FUND	SWIMMING POOL	218.98
			TOTAL:	451.40
RECREONICS INC	outdoor clock & clock guar	GENERAL FUND	SWIMMING POOL	254.37
			TOTAL:	254.37
RED WING SHOE STORE	safety boots jake p,mike m	GENERAL FUND	STREETS	344.23
	safety boots raoul b	ENVIRON SERVICES F	ADMIN AND GENERAL	152.99
			TOTAL:	497.22
RETROFIT RECYCLING	flourescent lmps,compacts,	ELECTRIC FUND	POWER DISTRIBUTION	175.08
			TOTAL:	175.08
ROBINSON APPRAISAL & ASSOCIATES	market value pkg lot #5	GENERAL FUND	ECONOMIC DEVMT	950.00
			TOTAL:	950.00
ROYAL TIRE, INC	correcting pmt amt 10/9/12	GENERAL FUND	STREETS	58.78
	#40 tires	GENERAL FUND	STREETS	493.31
	correcting inv pmt 12/27/1	GENERAL FUND	STREETS	50.46
	refund duplicate pmt10/2/1	WASTE WATER FUND	COLLECTOR/LIFT STAT	1,331.08
	refund duplicate pmt10/2/1	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	656.04
	#12 6 tires	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	707.14
	#11 6 tires	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	721.19
			TOTAL:	43.76
NICOLE RUHLAND	pool concessions	GENERAL FUND	SWIMMING POOL	272.35
			TOTAL:	272.35
RYAN ELECTRIC OF ST PETER	change ballasts	COMMUNITY CENTER	COMMUNITY CENTER	106.30
			TOTAL:	106.30
RYAN PLUMBING & HEATING	repair leak	COMMUNITY CENTER	COMMUNITY CENTER	300.32
			TOTAL:	300.32
S&S THERMO DYNAMICS	repair library a/c	LIBRARY FUND	LIBRARY	1,652.56
			TOTAL:	1,652.56
SAM'S CLUB	summer rec snacks	GENERAL FUND	RECREATION/LEISURE SER	286.60

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	tif district ad	GENERAL FUND	ECONOMIC DEVMT	467.95
			TOTAL:	617.53
ST PETER LUMBER CO	dowel pin&drywall mud mixe	GENERAL FUND	STREETS	2.90
	dowel pin&drywall mud mixe	GENERAL FUND	PARKS	2.90
	level & case	WATER	PURIFICATION AND TREAT	204.94
	dowel pin&drywall mud mixe	WATER	DISTRIBUTION AND STORA	1.45
	level & case	WATER	DISTRIBUTION AND STORA	33.22
	dowel pin&drywall mud mixe	WASTE WATER FUND	SOURCE/TREATMENT	1.45
	refuse dept tree stakes	ENVIRON SERVICES F	REFUSE DISPOSAL	17.53
	dowel pin&drywall mud mixe	ENVIRON SERVICES F	REFUSE DISPOSAL	1.45
	dowel pin&drywall mud mixe	ELECTRIC FUND	POWER DISTRIBUTION	2.90
	level & case	ELECTRIC FUND	POWER DISTRIBUTION	58.23
	dowel pin&drywall mud mixe	STORMWATER FUND	TREATMENT	1.46
			TOTAL:	328.43
ST PETER RENTAL CENTER	snapper wheel assy	WATER	DISTRIBUTION AND STORA	40.99
			TOTAL:	40.99
ST PETER ROTARY	2013-2014 rotary club dues	GENERAL FUND	ECONOMIC DEVMT	150.00
			TOTAL:	150.00
JOSHUA STANTON	create a camp supplies	GENERAL FUND	RECREATION/LEISURE SER	23.91
	preschool supplies	GENERAL FUND	RECREATION/LEISURE SER	18.90
	baseball supplies	GENERAL FUND	RECREATION/LEISURE SER	9.31
			TOTAL:	52.12
STAPLES ADVANTAGE	paper	GENERAL FUND	CITY ADMINISTRATION	60.89
	projector	GENERAL FUND	CITY ADMINISTRATION	586.74
	envelopes, staples, paper, pe	GENERAL FUND	CITY ADMINISTRATION	58.41
	paper	GENERAL FUND	CITY CLERK	60.89
	envelopes, staples, paper, pe	GENERAL FUND	CITY CLERK	58.41
	paper	GENERAL FUND	FINANCE	40.60
	envelopes, staples, paper, pe	GENERAL FUND	FINANCE	38.94
	paper	GENERAL FUND	POLICE	32.48
	envelopes, staples, paper, pe	GENERAL FUND	POLICE	31.15
	paper	GENERAL FUND	BUILDING INSPECTOR	16.24
	envelopes, staples, paper, pe	GENERAL FUND	BUILDING INSPECTOR	15.58
	paper	GENERAL FUND	PUBLIC WORKS ADMIN	8.12
	envelopes, staples, paper, pe	GENERAL FUND	PUBLIC WORKS ADMIN	7.79
	labels, pens, staples, paper,	GENERAL FUND	RECREATION/LEISURE SER	212.68
	paper	GENERAL FUND	ECONOMIC DEVMT	4.06
	envelopes, staples, paper, pe	GENERAL FUND	ECONOMIC DEVMT	3.89
	paper	LIBRARY FUND	LIBRARY	45.94
	pens, staples	COMMUNITY CENTER	COMMUNITY CENTER	11.48
	paper	WATER	ADMIN AND GENERAL	36.54
	envelopes, staples, paper, pe	WATER	ADMIN AND GENERAL	35.05
	paper	WASTE WATER FUND	ADMIN AND GENERAL	36.53
	envelopes, staples, paper, pe	WASTE WATER FUND	ADMIN AND GENERAL	35.04
	paper	ELECTRIC FUND	ADMIN AND GENERAL	109.61
	envelopes, staples, paper, pe	ELECTRIC FUND	ADMIN AND GENERAL	105.14
			TOTAL:	1,652.20
SUMMIT PARK MHC LLC	july lot rents	PERM IMPROVMENT RE	STREETS	4,675.00
			TOTAL:	4,675.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	coffee	GENERAL FUND	RECREATION/LEISURE SER	4.59
	library supplies for meeti	LIBRARY FUND	LIBRARY	6.92
	coffee	COMMUNITY CENTER	COMMUNITY CENTER	4.59
			TOTAL:	302.70
SELECT ACCOUNT	admin fee	GENERAL FUND	CITY ADMINISTRATION	3.13
	admin fee	GENERAL FUND	CITY CLERK	1.95
	admin fee	GENERAL FUND	FINANCE	5.20
	admin fee	GENERAL FUND	MUNICIPAL BUILDING	1.36
	admin fee	GENERAL FUND	POLICE	25.43
	admin fee	GENERAL FUND	BUILDING INSPECTOR	4.99
	admin fee	GENERAL FUND	COMMUNITY SERVICE	1.95
	admin fee	GENERAL FUND	PUBLIC WORKS ADMIN	1.44
	admin fee	GENERAL FUND	STREETS	2.66
	admin fee	GENERAL FUND	RECREATION/LEISURE SER	5.63
	admin fee	GENERAL FUND	PARKS	10.03
	admin fee	GENERAL FUND	ECONOMIC DEVMT	1.95
	admin fee	LIBRARY FUND	LIBRARY	2.45
	admin fee	COMMUNITY CENTER	COMMUNITY CENTER	2.93
	admin fee	WATER	DISTRIBUTION AND STORA	4.79
	admin fee	WATER	ADMIN AND GENERAL	1.77
	admin fee	WATER	CUSTOMER ACCOUNTS	0.39
	admin fee	WASTE WATER FUND	SOURCE/TREATMENT	2.84
	admin fee	WASTE WATER FUND	ADMIN AND GENERAL	1.98
	admin fee	WASTE WATER FUND	CUSTOMER ACCOUNTS	0.40
	admin fee	ENVIRON SERVICES F	REFUSE DISPOSAL	3.91
	admin fee	ENVIRON SERVICES F	ADMIN AND GENERAL	0.79
	admin fee	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	0.40
	admin fee	ELECTRIC FUND	POWER DISTRIBUTION	5.86
	admin fee	ELECTRIC FUND	ADMIN AND GENERAL	7.08
	admin fee	ELECTRIC FUND	CUSTOMER ACCOUNTS	2.36
	admin fee	STORMWATER FUND	COLLECTIONS/LIFT STATI	1.46
	admin fee	STORMWATER FUND	ADMINISTRATION AND GEN	4.05
	admin fee	STORMWATER FUND	CUSTOMER ACCOUNTS	0.40
	admin fee	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	3.88
			TOTAL:	113.46
SERVOCAL INSTRUMENTS INC.	semi ann calib ww flow&slu	WASTE WATER FUND	SOURCE/TREATMENT	600.00
			TOTAL:	600.00
SHORELAND COUNTRY CLUB	beginner grp lesson prog	GENERAL FUND	RECREATION/LEISURE SER	90.00
			TOTAL:	90.00
SIGNATURE AQUATICS INC.	1 month of moss for pools	GENERAL FUND	SWIMMING POOL	1,126.89
			TOTAL:	1,126.89
SOUTHERN MN MUNICIPAL POWER AGENCY	may smmpa purchased power	ELECTRIC FUND	POWER SUPPLY	573,325.05
			TOTAL:	573,325.05
ST LOUIS MRO, INC.	pre-employment drug tests	GENERAL FUND	SWIMMING POOL	247.50
			TOTAL:	247.50
ST PETER COMMUNITY & FAMILY EDUCATION	rec corner mov furn&clean	COMMUNITY CENTER	COMMUNITY CENTER	396.49
			TOTAL:	396.49
ST PETER HERALD	2013 street seal coating a	GENERAL FUND	STREETS	149.58

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
J. A. TACKETT	pepper spray	WATER	CUSTOMER ACCOUNTS	8.05
	pepper spray	WASTE WATER FUND	CUSTOMER ACCOUNTS	8.05
	pepper spray	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	8.06
	pepper spray	ELECTRIC FUND	CUSTOMER ACCOUNTS	8.05
			TOTAL:	32.21
TELIN TRANSPORTATION GROUP	#11 seat belt	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	37.96
			TOTAL:	37.96
THOMAS WINSELL SIGNS	toward zero deaths banner	GENERAL FUND	POLICE	53.43
			TOTAL:	53.43
TOWMASTER, INC.	#112tarp hold down truck b	GENERAL FUND	STREETS	603.84
			TOTAL:	603.84
TRANE	service agreement qtrly	COMMUNITY CENTER	COMMUNITY CENTER	964.50
			TOTAL:	964.50
US AUTO FORCE	6 tires	GENERAL FUND	POLICE	747.68
			TOTAL:	747.68
USA BLUE BOOK	well #6 flow switch	WATER	SOURCE OF SUPPLY	198.38
			TOTAL:	198.38
VERIZON WIRELESS	phone svc 5/2-6/1/13	GENERAL FUND	POLICE	349.31
			TOTAL:	349.31
VON ESSEN TOWING	towing ferris mower #808	GENERAL FUND	PARKS	64.25
			TOTAL:	64.25
WALTER F STEPHENS JR INC	badge freight	GENERAL FUND	POLICE	10.00
			TOTAL:	10.00
THE WATSON CO	pool concessions	GENERAL FUND	SWIMMING POOL	386.90
	pool concessions	GENERAL FUND	SWIMMING POOL	1,310.58
			TOTAL:	1,697.48
WESCO DISTRIBUTION INC	#384 i/o elbow test pt	ELECTRIC FUND	NON-DEPARTMENTAL	427.23
	#480 4" adapter pvc female	ELECTRIC FUND	NON-DEPARTMENTAL	162.98
	#384i/o elbow test pt	ELECTRIC FUND	NON-DEPARTMENTAL	882.95
			TOTAL:	1,473.16
DOUG WOLFE	tds mileage1/10-5/9/13	LIBRARY FUND	LIBRARY	84.75
	tds mileage5/31-6/6/13	LIBRARY FUND	LIBRARY	33.90
			TOTAL:	118.65

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
101	GENERAL FUND			73,835.33
201	PROPERTY INSURANCE			22,145.01
211	LIBRARY FUND			6,063.27
213	PUBLIC ACCESS			23.26
217	COMMUNITY CENTER			6,272.34
240	TORNADO DISASTER REV LOAN			798.43
401	PERM IMPROVMENT REVOLVING			9,818.13
459	WASH TERRACE HOUSING #15			210.00
601	WATER			23,615.37
602	WASTE WATER FUND			9,104.48
603	ENVIRON SERVICES FUND			18,799.78
604	ELECTRIC FUND			604,959.23
606	STORMWATER FUND			5,327.75
610	HEARTLAND TRANSIT			5,501.20
820	RESTRICTED CONTRIBUTIONS			460.44
-----				
	GRAND TOTAL:			786,934.02
-----				

TOTAL PAGES: 15

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2013 –

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

**RESOLUTION APPROVING CONSENT AGENDA**

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

1. The following license application is approved for the term indicated subject to payment of the licensing fee and compliance with City Code regulations:

**Fireworks Permit**

Red Men Club Inc.

Nic. Co. Fairgrounds

7/4/13

2. The following employee appointments are hereby approved at the wage shown:

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>WAGE RATE</u></b>
William Jensen	Communication Technician	\$18.51/hour
Elizabet Felty	WSI Lifeguard	\$9.00/hour

3. The following advisory board appointment is hereby approved for the term indicated:

**HERITAGE PRESERVATION COMMISSION**

Warren Friesen (2011-2013)

4. The schedule of disbursements for June 6, 2013 through June 19, 2013 is hereby approved.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota this 24<sup>th</sup> day of June, 2013.

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

ATTEST:

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



Waconia Office  
2078 Feather Circle  
Waconia, MN 55387  
(952) 442-5821; fax (952) 442-8838  
Email: shannon@daviddrown.com

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June 19, 2013

City of Saint Peter  
Attn: Todd Prafke, City Administrator  
227 South Front Street  
Saint Peter, MN 56082

Honorable Mayor, Council Members, and Mr. Prafke:

The City of St. Peter has been working for some time with the Southwest Minnesota Housing Partnership on the redevelopment of the former hospital and nursing home site. During that time the Southwest Minnesota Housing Partnership (SWMHP) has assembled a rental housing project and has been awarded funding through the tax credit program administered by the Minnesota Housing Finance Agency. As a part of the tax credit application, the City indicated its willingness to participate in the project through the use of tax increment financing and the provision of land.

As the SWMHP has indicated that the commencement of construction is imminent, the City Council initiated the creation of a tax increment financing district for the benefit of the project. On May 28, 2013 the City Council held a public hearing regarding the creation of Tax Increment Financing District No. 1-19. In order to implement the TIF assistance, the City Council will now be asked to authorize the execution of a development agreement. A summary of some of the terms of the agreement include the following:

The City will agree to the following:

1. The City shall sell the former hospital and nursing home site and a portion of the adjoining parking area to SWMHP Park Row Crossing, LLC ("Developer") for \$1.00.
2. The City Council shall create TIF District 1-19 (housing district) for the purpose of providing pay-as-you-go TIF assistance for 26-years. The assistance shall consist of the reimbursement of 95% of the available tax increment generated by the project, and said assistance shall not exceed \$647,000 plus interest at 2.7%.

SWMHP Park Row Crossing, LLC and its assigns will agree to the following:

1. Start construction of the project by September 30, 2013, and substantially complete construction of 40 rental housing units on the development property by October 1, 2014. Said units are to be constructed according to plans and specifications that are approved by the City Council.
2. Make all property tax and public utility payments on time and in full.
3. Agree to rent 40% of the units to families at or below 60% of area median income.

Enclosed for Council review and consideration is a draft of the Development Agreement providing tax increment financing assistance to SWMHP Park Row Crossing, LLC and its assigns, and a draft resolution authorizing execution of the development agreement.

I will be available at the meeting to present the information and answer questions. Please feel free to contact me in the interim if I can be of any additional assistance. Thank you for your time and consideration.

Sincerely,

A handwritten signature in cursive script that reads "Shannon Sweeney". The signature is written in black ink and is positioned below the word "Sincerely,".

Shannon Sweeney  
David Drown Associates, Inc.

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF SAINT PETER, MINNESOTA

AND

SWMHP PARK ROW CROSSING LLC

This document drafted by:

BRIGGS AND MORGAN  
Professional Association  
2200 First National Bank Building  
St. Paul, Minnesota 55101

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## DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Saint Peter, Minnesota (the "City"), a municipal corporation existing under the laws of the State of Minnesota and SWMHP Park Row Crossing LLC, a Minnesota limited liability company (the "Developer"),

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 to 469.134, the City has heretofore established Development District No. 1 (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "Tax Increment Act"), the City has heretofore established, within the Development District, Tax Increment Financing District No. 1-19 (the "Tax Increment District") and has adopted a tax increment financing plan therefor (the "Tax Increment Plan") which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, except for certain reporting requirements, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 to 116J.995 do not apply by reason of the exception for assistance for housing.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I  
DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time *modified*, amended or supplemented;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Saint Peter, Minnesota;

Compliance Certificate means the Compliance Certificate in substantially the form attached hereto as Exhibit D;

County means Nicollet, Minnesota;

Developer means SWMHP Park Row Crossing LLC, its successors and assigns;

Development District means Development District No. 1, including the real property described in the Development Program;

Development Program means the development program approved in connection with the Development District;

Development Property means the real property described in Exhibit A attached to this Agreement;

Event of Default means any of the events described in Section 4.1 hereof;

Note Payment Date means August 1, 2015, and each August 1 and February 1 of each year thereafter to and including February 1, 2041; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank National Association in Minneapolis, Minnesota, as its "reference rate" or any successor rate, which rate shall change as and when that prime rate or successor rate changes;

Project means the acquisition, construction, and equipping of 40 rental housing units to be located on the Development Property;

Site Improvements means the site improvements undertaken or to be undertaken on the Development Property, more particularly described on Exhibit C attached hereto;

State means the State of Minnesota;

Tax Increments means 95% of the tax increments derived from the Development Property which have been received and retained by the City in accordance with the provisions of Minnesota Statutes, Section 469.177;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing District No. 1-19 located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, which was qualified as a housing district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on May 28, 2013;

Termination Date means the earlier of (i) February 1, 2041, (ii) the date the TIF Note is paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms;

TIF Note means the Tax Increment Revenue Note (Park Row Crossing Project) to be executed by the City and delivered to the Developer or its assignee pursuant to Article III hereof, a copy of which is attached hereto as Exhibit B.

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, acts of terrorism, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder and the execution of this Agreement has been duly and properly authorized by the City.

(2) Based on the representation of the Developer set forth in Section 3.3, the Tax Increment District is a "housing district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 11, and was created, adopted and approved in accordance with the terms of the Tax Increment Act.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program and the Tax Increment Financing Plan.

(4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for a portion of the costs of the construction of certain Site Improvements incurred in connection with the Project as further provided in this Agreement.

(5) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability company, has power to enter into this Agreement and to perform its obligations hereunder and, by doing so, is not in violation of any provisions of its articles of organization, operating agreement or member control agreement or the laws of the State.

(2) The Developer shall cause the Project to be constructed in accordance with the terms of this Agreement, the Development Program, and all applicable local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not have been or be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(4) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the balance of the Project may be lawfully constructed.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(6) The Developer will cooperate fully with the City with respect to any litigation commenced by a third party with respect to the Project.

(7) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(8) The construction of the Project shall commence no later than September 30, 2013 and barring Unavoidable Delays, the Project will be substantially completed by October 31, 2014.

(9) The Developer will not seek a reduction in the Market Value (as defined in Minn. Stat. § 273.032) as determined by the Nicollet County Assessor of the Project or other facilities that it constructs on the Development Property, pursuant to the provisions of this Agreement, for so long as the TIF Note remains outstanding. The foregoing restriction prohibiting the Developer from seeking a reduction in Market Value shall in no way be construed as prohibiting Developer from seeking to change the class rate of the Project or Development Property and shall not restrict Developer from challenging any Market Value of the Project or Development Property that was arbitrarily and capriciously determined by the Nicollet County Assessor. Notwithstanding the foregoing, in the event the Developer obtains a reduction in Market Value that results in the City having to make a payment to Nicollet County (the "County Payment"), the Developer agrees that:

(A) If the TIF Note remains outstanding, the next Tax Increments to be paid to the Developer shall be reduced by the County Payment, and

(B) If the TIF Note is no longer outstanding, Developer shall pay the amount of the County Payment to the City within thirty (30) days after written notice from the City as to the amount of the County Payment.

(10) The Developer acknowledges that Tax Increment projections contained in the Tax Increment Plan are estimates only and the Developer acknowledges that it shall place no reliance on the amount of projected Tax Increments and the sufficiency of such Tax Increments to reimburse the Developer for the costs of the Site Improvements as provided in Article III.

## ARTICLE III

### UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Site Improvements. The parties agree that the installation of the Site Improvements is essential to the successful completion of the Project. The costs of the Site Improvements shall be paid by the Developer. The City shall reimburse the Developer for up to \$647,000 of the costs of the Site Improvements actually incurred and paid by the Developer (the "Reimbursement Amount") as further provided in Section 3.2.

Section 3.2 Reimbursement: TIF Note. The City shall reimburse the payments made by the Developer under Section 3.1 for costs of the construction of the Site Improvements through the issuance of the City's TIF Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions:

(1) The TIF Note shall be dated, issued and delivered when the Developer shall have demonstrated in writing to the reasonable satisfaction of the City that the construction of the Site Improvements have been completed and that the Developer has incurred and paid all costs of the construction of Site Improvements, as described in and limited by Section 3.1 and shall have submitted paid invoices for the costs of construction of the Site Improvements in an amount not less than the Reimbursement Amount.

(2) The unpaid principal amount of the TIF Note shall bear, simple, non-compounding interest from the date of issuance of the TIF Note, at 2.7% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

(3) The principal amount of the TIF Note and the interest thereon shall be payable solely from the Tax Increments.

(4) The payment dates of the TIF Note shall be the Note Payment Dates. On each Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal and interest outstanding on the TIF Note, the Tax Increments received by the City during the preceding six months. All such payments shall be applied first to accrued interest and then to reduce the principal of the TIF Note.

(5) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal and interest on the TIF Note. If, on any Note Payment Date, the Tax Increments for the payment of the accrued and unpaid interest on the TIF Note are insufficient for such purposes, the difference shall be carried forward, without interest accruing thereon, and shall be paid if and to the extent that on a future Note Payment Date there are Tax Increments in excess of the amounts needed to pay the accrued interest then due on the TIF Note.

(6) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirement that there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement.

(7) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.2, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

(8) The Developer will notify the City when construction of the Site Improvements has been substantially completed. After such notification by the Developer and at such time as the City determines that the Site Improvements have been substantially completed in conformity with the City's requirements, the City shall promptly deliver a certificate of completion to the Developer. Delivery of the Certificate of Completion by the City does not constitute a representation or warranty by the City that the Site Improvements comply with any applicable building code, health or safety regulation, zoning regulation, or other law or regulation, or that the Site Improvements will meet the qualifications for issuance of a certificate of occupancy, or that the Site Improvements will meet the requirements of the Developer or any other users of the Site Improvements. The certificate of completion shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Project. It will be the responsibility of the Developer to provide for the prompt recording of the certificate of completion and the payment of any costs for such recording.

(9) The City agrees that it will not require the Developer to reimburse the City for the costs of demolition of the existing buildings on the Development Property.

### Section 3.3 Compliance with Low and Moderate Income Requirements.

(1) The City and the Developer understand and agree that the Tax Increment District will constitute a "housing district" under Section 469.174, Subd. 11 of the Tax Increment Act. Accordingly, in compliance with Section 469.1761, Subd. 3 of the Tax Increment Act, the Developer agrees that the Project must satisfy, or be treated as satisfying, the income requirements for a qualified residential rental project as defined in Section 142(d) of the Internal Revenue Code. The parties further agree that no more than 20% of the square footage of the Project (which is the only building receiving assistance from Tax Increments) may consist of commercial, retail, or other nonresidential uses. The Developer must meet the above requirements as follows:

(A) At least 40% of the residential units in the Project must be occupied or available for occupancy by persons whose incomes do not exceed 60% of the County median income; and

(B) The limits described in clause (A) must be satisfied through the Termination Date. Income for occupants of units described in clause (A) shall be adjusted for family size in accordance with Section 142(d) of the Internal Revenue Code and related regulations.

(2) On or before each January 1 and July 1, commencing on July 1, 2015, the Developer or an agent of the Developer must deliver or cause to be delivered to the City a

Compliance Certificate executed by the Developer covering the preceding six months together with written evidence satisfactory to the City of compliance with the covenants in this Section. This evidence must include a statement of the household income of each qualifying renter, a written determination that each qualifying renter's household income falls within the qualifying limits of this Section (and Section 142(d) of the Internal Revenue Code), and certification that the income documentation is correct and accurate (and that the determination of qualification was made in compliance with Section 142(d) of the Internal Revenue Code). The City may review, upon request, all documentation supporting the Developer submissions and statements. In determining compliance with this Section, the Developer must use the County median incomes for the year in which the payment is due on the TIF Note, as promulgated by the Minnesota Housing Finance Agency based on the area median incomes established by the United States Department of Housing and Urban Development.

Section 3.4 Reports. The Developer shall provide the City with information about the Project as requested by the City so that the City can satisfy the reporting requirements of Minnesota Statutes, section 116J.994, Subd. 8.

Section 3.5 Development Property. The City agrees to sell the Developer the Development Property for \$1.00 in accordance with the terms and conditions of a Purchase Agreement to be prepared by the City attorney.

## ARTICLE IV

### EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes assessed, special assessments, public utility charges, or other City charges with respect to the Development Property when due and payable.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure of the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(4) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(5) If the Developer shall:

(A) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(B) make an assignment for the benefit of its creditors; or

(C) admit in writing its inability to pay its debts generally as they become due;  
or

(D) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer, but only if the Event of Default has not been cured within said thirty (30) days:

(1) The City may suspend its performance under this Agreement and the TIF Note until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) The City may cancel and rescind the Agreement and the TIF Note.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Indemnification of City.

(1) The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the Indemnified Parties that are not contemplated by this Agreement.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that

this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Developer operating the Project so that the Tax Increment District does not qualify or ceases to qualify as a "housing district" under Section 469.174, Subdivision 11, of the Act or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4d.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

## ARTICLE V

### DEVELOPER'S OPTION TO TERMINATE AGREEMENT

Section 5.1 The Developer's Option to Terminate. This Agreement may be terminated by Developer, if (i) the Developer is in compliance with all material terms of this Agreement and no Event of Default has occurred; and (ii) the City fails to comply with any material term of this Agreement, and, after written notice by the Developer of such failure, the City has failed to cure such noncompliance within ninety (90) days of receipt of such notice, or, if such noncompliance cannot reasonably be cured by the City within ninety (90) days, of receipt of such notice, the City has not provided assurances, reasonably satisfactory to the Developer, that such noncompliance will be cured as soon as reasonably possible.

Section 5.2 Effect of Termination. If this Agreement is terminated pursuant to this Article V, this Agreement shall be from such date forward null and void and of no further effect; provided, however, the termination of this Agreement shall not affect the rights of either party to institute any action, claim or demand for damages suffered as a result of breach or default of the terms of this Agreement by the other party, or to recover amounts which had accrued and become due and payable as of the date of such termination. Upon termination of this Agreement pursuant to this Article V, the Developer shall be free to proceed with the Project at its own expense and without regard to the provisions of this Agreement; provided, however, that the City shall have no further obligations to the Developer with respect to reimbursement of the expenses set forth in Section 3.2, or to make any further payments on the TIF Note.

## ARTICLE VI

### ADDITIONAL PROVISIONS

Section 6.1 Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that during the term of this Agreement the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a multifamily rental housing facility and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 6.2 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 6.3 Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 6.4 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) (i) in the case of the Developer is addressed to or delivered personally to:

SWMHP Park Row Crossing LLC  
2401 Broadway Avenue  
Slayton, MN 56172

- (ii) after the execution of the Assignment Agreement is addressed or delivered personally to:

Park Row Crossing Limited Partnership  
2401 Broadway Avenue  
Slayton, MN 56172

with a copy to: Wells Fargo Community Investment Holdings, LLC  
MAC D1053-170  
301 South College Street  
Charlotte, NC 28288

Joel Hjelmaas  
Counsel  
Wells Fargo Bank, N.A.  
MAC X2401-OGT  
1 Home Campus, 6<sup>th</sup> Floor  
Des Moines, Iowa 50328-0001

- (2) in the case of the City is addressed to or delivered personally to the City at:

City of Saint Peter, Minnesota  
Attention: City Administrator  
Saint Peter City Hall  
227 South Front Street  
Saint Peter, MN 56082-2513

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 6.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 6.7 Expiration. This Agreement shall expire on the Termination Date.

Section 6.8 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 6.9 Assignability of Agreement. Except as set forth herein, this Agreement and the TIF Note may be assigned only with the consent of the City. The City acknowledges that the Developer intends to finance the Project with federal housing tax credits, and accordingly, expects to transfer the Project before construction to a partnership of which it or a subsidiary will be the general partner. The City hereby consents to the assignment of this Agreement and the TIF Note in connection with such transfer. The assignment shall be substantially in the form attached hereto as Exhibit E.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and its seal to be hereunto duly affixed, and the Developer has caused this Agreement to be duly executed on its behalf, on or as of the date first above written.

CITY OF SAINT PETER, MINNESOTA

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

By \_\_\_\_\_  
Its City Administrator

Signature page to the Development Agreement by and between the City of Saint Peter and SWMHP Park Row Crossing LLC

SWMHP PARK ROW CROSSING LLC

By \_\_\_\_\_  
Its Chief Manager/President

Signature page to the Development Agreement by and between the City of Saint Peter and  
SWMHP Park Row Crossing LLC

EXHIBIT A

DESCRIPTION OF DEVELOPMENT PROPERTY

Parcel Identification Number of First Parcel

19.701.3135

Legal Description of Second Parcel

That part of Lots 10, 11, and 12 of Block 94, SKARO & EVENSON'S ADDITION TO ST. PETER, according to the recorded plat thereof, City of St. Peter, Nicollet County, Minnesota described as follows:

Commencing at the most easterly corner of said Block 94; thence North 59 degrees 17 minutes 34 seconds West (assumed bearing) on the northerly line of said Block 94, a distance of 70.13 feet to the point of beginning; thence South 31 degrees 33 minutes 18 seconds West, 98.00 feet; thence North 59 degrees 17 minutes 34 seconds West, 84.00 feet to a point on the Westerly line of said Lot 10; thence North 31 degrees 33 minutes 18 seconds East on the Westerly line of said Lots 10, 11 and 12, a distance of 98.00 feet to the most Northerly corner of said Lot 12; thence South 59 degrees 17 minutes 34 seconds East on the Northerly line of said Block 94, a distance of 84.00 feet to the point of beginning.

EXHIBIT B

FORM OF TIF NOTE

No. R-1

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF NICOLLET  
CITY OF SAINT PETER

TAX INCREMENT REVENUE NOTE  
(PARK ROW CROSSING PROJECT)

The City of Saint Peter, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to SWMHP Park Row Crossing LLC, or its registered assigns (the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$647,000 as provided in that certain Development Agreement, dated as of \_\_\_\_\_, 2013, as the same may be amended from time to time (the "Development Agreement"), by and between the City and SWMHP Park Row Crossing LLC. The unpaid principal amount hereof shall bear simple, non-compounding interest from the date of this Note at the rate of 2.70% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on August 1, 2015, and on each August 1 and February 1 thereafter to and including February 1, 2041, or, if the first should not be a Business Day (as defined in the Development Agreement) the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the Tax Increments (hereinafter defined) received by the City during the six month period preceding such Payment Date. All payments made by the City under this Note shall first be applied to accrued interest and then to principal.

The Payment Amounts due hereon shall be payable solely from 95% of the tax increments (the "Tax Increments") from the Development Property (as defined in the Development Agreement) within the City's Tax Increment Financing District Tax Increment Financing District No. 1-19 (the "Tax Increment District") within its Development District No. 1 which are paid to the City and which the City is entitled to retain pursuant to the provisions of

Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of no further force and effect following the termination of the Tax Increment District, on any date upon which the City shall have terminated the Development Agreement under Section 4.2(2) thereof or the Developer shall have terminated the Development Agreement under Article V thereof, or on the date that all principal and interest payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, expressed or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable, without interest accruing thereon in the meantime, if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Section 3.2 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City of Saint Peter, Minnesota, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note may be assigned only with the consent of the City. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date

hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional, statutory or charter limitation thereon.

IN WITNESS WHEREOF, City of Saint Peter, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Administrator and has caused this Note to be issued on and dated \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Mayor

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note, as originally issued on \_\_\_\_\_, 20\_\_, was on said date registered in the name of \_\_\_\_\_, LLC, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

<u>NAME AND ADDRESS OF REGISTERED OWNERS</u>	<u>DATE OF REGISTRATION</u>	<u>SIGNATURE OF CITY ADMINISTRATOR</u>
SWMHP PARK ROW CROSSING LLC 2401 Broadway Avenue <u>Slayton, MN 56172</u>	_____, 20__	_____
_____ _____ _____	_____, 20__	_____
_____ _____ _____	_____, 20__	_____
_____ _____ _____	_____, 20__	_____

## EXHIBIT C

### SITE IMPROVEMENTS

Landscaping

Foundations and Footings

Grading/earthwork

Site Preparation

Onsite Utilities

Outdoor Lighting

Onsite Road, Curb, Gutter, Driveway, Sidewalk and Streetscape Improvements

Parking

EXHIBIT D

COMPLIANCE CERTIFICATE

The undersigned of SWMHP Park Row Crossing LLC, does hereby certify that as of the date of this Certificate not less than 40% of the residential units in the Park Row Crossing Project located at \_\_\_\_\_ in Saint Peter, Minnesota (the "Project") are occupied by individuals whose income is 60% or less of the Nicollet County median income.

**[Attach documentation required by Section 3.3(2)].**

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SWMHP PARK ROW CROSSING LLC

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

EXHIBIT E

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (“Assignment”) is made as of this \_\_\_ day of \_\_\_\_\_, 2013, by and between SWMHP PARK ROW CROSSING LLC, a Minnesota limited liability company (“SWMHP”) and PARK ROW CROSSING LIMITED PARTNERSHIP, a Minnesota limited partnership (the “Partnership”).

**RECITALS:**

A. SWMHP and the City of Saint Peter, Minnesota (the “City”) are parties to that certain Development Agreement (“Development Agreement”) dated as of \_\_\_\_\_, 2013, the applicable terms of which are incorporated herein by this reference.

All capitalized terms used in this Assignment, unless otherwise defined herein, shall have the meanings given them in the Development Agreement.

B. The Development Agreement contemplates the construction of a Project as described in the Development Agreement.

C. SWMHP intends by this Assignment to assign its rights and obligations contained in the Development Agreement to the Partnership, and the Partnership intends by this Assignment to accept such assignment and to assume the rights and obligations of SWMHP under the Development Agreement, all in accordance with the terms of the Development Agreement.

NOW, THEREFORE, in consideration of the Recitals, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SWMHP and the Partnership hereby agree as follows:

1. Assignment and Assumption of Rights Related to Project. SWMHP hereby assigns its rights and obligations under the Development Agreement to the Partnership, and the Partnership hereby accepts such assignment and assumes and agrees to fully perform the rights and obligations in every manner contemplated by the Development Agreement.

2. Transfer of Development Property. SWMHP will acquire the Development Property from the City and transfer it to the Partnership. SWMHP hereby assigns and transfers all interest it has in the Development Property to the Partnership under the Development Agreement.

3. Representations of SWMHP. SWMHP hereby restates for the benefit of the Partnership those representations set forth in Section 2.2 of the Development Agreement.

4. Representations of the Partnership. The Partnership makes the following representations to the City and SWMHP:

- a. The Partnership is a limited partnership, duly organized and in good standing under the laws of the State of Minnesota.
- b. There are no pending or threatened legal proceedings of which the Partnership has notice, contemplating the liquidation or dissolution of the Partnership or threatening its existence, or seeking to restrain or enjoin the transactions contemplated by this Assignment or the Development Agreement, or questioning the authority of the Partnership to execute and deliver this Assignment or the validity of this Assignment or the Development Agreement.
- c. The execution and delivery of this Assignment by the Partnership have been duly authorized in accordance with the limited partnership agreement of the Partnership.
- d. At such time or times as the Partnership is required by law, the Partnership will have complied with all local, state, and federal environmental laws and regulations binding upon the Partnership applicable to the Development Property. As of the date of execution of this Assignment, the Partnership, to the best of its knowledge, has received no notice or communication from any local, state or federal official that the activities of the Partnership may be or will be in violation of any environmental law or regulation. As of the date of execution of this Assignment, the Partnership is aware of no facts, the existence of which cause it to be in violation of any local, state or federal environmental law, regulation or review procedure, or which it would give any person a valid claim under the Minnesota Environmental Rights Act as to the Property.
- e. Neither the execution and delivery of this Assignment, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Assignment is prevented, limited by, or conflicts with or result in a breach of, the terms, conditions or provisions of any evidences of indebtedness, agreement, or instrument of whatever nature to which the Partnership is now a party or by which it is bound, or constitutes a default under any of the foregoing.

5. Immediate Assignment/Scope of Assumption. This Assignment is intended to be effective immediately upon execution by SWMHP and the Partnership, subject to City Consent under Section 10 hereof.

6. Reimbursement of Costs. The Partnership shall reimburse to SWMHP the cost paid by SWMHP for title examination, title insurance premium, legal fees, closing fees charged by the title company and recording costs incurred by SWMHP in connection with the conveyance of the Development Property.

7. Dispute Resolution. All claims, disputes and other matters in question between the parties arising out of, or relating to this Agreement shall be settled in District Court provided

the claim, dispute or other matter in question cannot be settled by direct discussion, non-binding mediation or voluntary binding arbitration if agreed to by both parties.

8. City Consent. This Assignment shall only be effective upon execution of the attached Consent by the City.

9. Miscellaneous.

a. Consents and Approval. In all cases where consents or approvals are required hereunder, such consents or approvals shall not be unreasonably conditioned, delayed or withheld. The parties agree to act expeditiously and in good faith to accomplish the goals of this Assignment.

b. Governing Law. This Assignment shall be construed and enforced according to and governed by the laws of the State of Minnesota.

c. Time of the Essence. Time is of the essence in the performance of this Assignment.

d. Assignment. Neither party may assign its rights under this Assignment or the Development Agreement without the prior written consent of the other and the City.

e. Counterparts. This Assignment may be executed in any number of counterparts, all of which shall constitute a single agreement, and any one of which shall be deemed an original.

f. Entire Agreement. This Assignment sets forth the entire agreement of the parties hereto with regard to the matter set forth herein. No other agreement, statement or promise made by any other party or by any officer, agent or employee of any party to this Assignment that is not in writing and signed by both parties to this Assignment, shall be binding on either party.

g. Relationship. Nothing contained in this Assignment shall create any relationship between the parties hereto other than that of cooperating independent entities, and shall not be deemed to create a partnership or joint venture with regard to development of the Development Property.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the date first above written.

SWMHP PARK ROW CROSSING LLC

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

PARK ROW CROSSING LIMITED PARTNERSHIP

By: SWMHP Park Row Crossing LLC  
Its General Partner

By: \_\_\_\_\_  
Its: Chief Manager/President

CONSENT

The City of Saint Peter, Minnesota (the "City") hereby consents to the foregoing Assignment and Assumption of Development Agreement in favor of Park Row Crossing Limited Partnership. In connection therewith, the City:

1. Confirms that it has not given SWMHP Park Row Crossing LLC notice that an Event of Default has occurred and is continuing under the Development Agreement and confirms that the Development Agreement is in full force and effect;
2. Reaffirms its representations contained in Section 2.1 of the Development Agreement; and
3. The address for notices, demands or other communications to be sent to Park Row Crossing Limited Partnership (the "Partnership") in accordance with Section 6.4 of the Development Agreement is set forth below. A copy of all such notices shall also be sent to the limited partner of the Partnership. The limited partner of the Partnership shall have the right, but not obligation, to cure any default of the Partnership under the Development Agreement, and the City shall accept such cure as if it was tendered by the Partnership.

Park Row Crossing Limited Partnership  
2401 Broadway Avenue, Suite Four  
Slayton, MN 56172

With copy to:

Wells Fargo Community Investment Holdings, LLC  
MAC D1053-170  
301 South College Street  
Charlotte, NC 28288

With copy to:

Joel Hjelmaas, Counsel  
Wells Fargo Bank, N.A.  
MAC x2401-06T  
1 Home Campus, 6th Floor  
Des Moines, IA 50328-0001

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013      THE CITY OF SAINT PETER, MINNESOTA

By: \_\_\_\_\_  
Its: Administrator

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2013 -

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

**RESOLUTION AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF SAINT PETER AND SWMHP PARK ROW CROSSING LLC**

WHEREAS, the City of Saint Peter, Minnesota (the "City"), has established Tax Increment Financing District No. 1-19 and has adopted a tax increment financing plan relating thereto, under the provisions of Minnesota Statutes, Sections 469.174 to 469.1799 (inclusive, the "Act"); and

WHEREAS, the City of Saint Peter has been working to develop additional affordable rental housing in the community; and

WHEREAS, SWMHP Park Row Crossing, LLC is pursuing the construction of additional affordable rental housing within the community if the City is willing to provide tax increment financing assistance; and

WHEREAS, an agreement providing specific terms and conditions for the provision of tax increment financing assistance to SWMHP Park Row Crossing, LLC has been drafted for City Council consideration.

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 hereby authorized to execute a development agreement for the provision of tax increment financing assistance to SWMHP Park Row Crossing, LLC.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 24<sup>th</sup> day of June, 2013.

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

ATTEST:

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



Waconia Office  
2078 Feather Circle  
Waconia, MN 55387  
Phone: (952) 442-5821  
Fax: (952) 442-8838  
Email: shannon@daviddrown.com

June 19, 2013

City of Saint Peter  
Attn: Paula O'Connell, Finance Director  
224 South Front Street  
Saint Peter, MN 56082

**RE: G.O. Tax Increment Bonds, Series 2013B**

Honorable Mayor, Council Members, Administrator Prafke and Mrs. O'Connell:

Per our previous discussions we have assisted the City with the creation of Redevelopment Tax Increment Financing District No. 1-18 (TIF District 1-18) for the purpose of funding street and utility improvements on North Third Street. Commercial developments that are expected to occur within the TIF District will be the source of tax increment revenue that is used to fund the current improvements.

Our recommendation at this time for the implementation of project financing would include the issuance of general obligation tax increment bonds that would be used to finance the proposed North Third Street improvements. If the Council determines that it is appropriate to initiate financing for the proposed project, our recommendations for the structure and sale of bonds would include the following:

**Project Cost:**

Estimated Construction & Engineering Cost	\$786,202.00
Contingency	34,183.00
Underwriting	13,350.00
Finance & Legal	16,500.00
Rating & Program Fee	7,500.00
Capitalized Interest	33,824.00
<b>TOTAL PROJECT COST:</b>	<b>\$891,559.00</b>

The funding sources to be utilized to finance project costs are summarized below:

<b>G.O. Tax Increment Bonds</b>	<b>\$890,000.00</b>
Construction Fund Earnings	1,559.00
<b>TOTAL FUNDING SOURCES:</b>	<b>\$891,559.00</b>

**Payment and Revenue Requirements:**

The City of Saint Peter will be required to apply tax increments from TIF District 1-18 for the repayment of this bond issue. It is also recommended that tax levies be pledged for a portion of the repayment to preserve the City's ability to issue tax increment bonds for additional improvements. Estimated revenues needed to service this bond issue are projected on the attached preliminary debt service schedule (Exhibit 1). The final revenue requirements will be determined once bids are received for the purchase of the bonds. In the event that tax increments are insufficient to make bond payments, the City will be required to initiate a tax levy for the shortfall.

**\$890,000 General Obligation Tax Increment Bonds:**

If the Council chooses to finance the utility project as proposed, David Drown Associates, Inc. recommends the following structure:

- Bonds callable anytime after 2/1/2020.
- Sale of bonds utilizing a competitive sales process.
- We do recommend purchasing a Standard & Poor's Rating

**Schedule and Issuance:**

If determined to be appropriate to proceed, the proposed schedule would be as follows:

June 24, 2013	Authorize Sale Process
July 22, 2013	Award Sale of Bond Issue
August 6, 2013	Closing

Attached you will find a resolution initiating the bond sale process. We recommend that the City Council approve this resolution if it is determined to be appropriate to proceed with the North Third Street project financing as proposed. Please feel free to contact me with any questions regarding this information.

Sincerely,



Shannon Sweeney  
David Drown Associates, Inc.

\$890,000

General Obligation Tax Increment Bonds, Series 2013B

Uses of Funds

Construction & Engineering		786,202
Contingency		34,183
<b>Total Project Costs</b>		<b>820,385</b>
Underwriter's Discount Allowance	1.5000%	13,350
Unused Underwriter's Discount Allowance		-
Fiscal Fee		10,000
Bond Counsel		4,500
Pay Agent/Registrar		750
Printing & Misc		1,250
Rating Agency		7,500
Capitalized Interest		33,824
Rounding		-
		<u>891,559</u>

Sources of Funds

Bond Issue	890,000
Cash Contribution	-
Rounding	1,559
	<u>891,559</u>

Bond Details

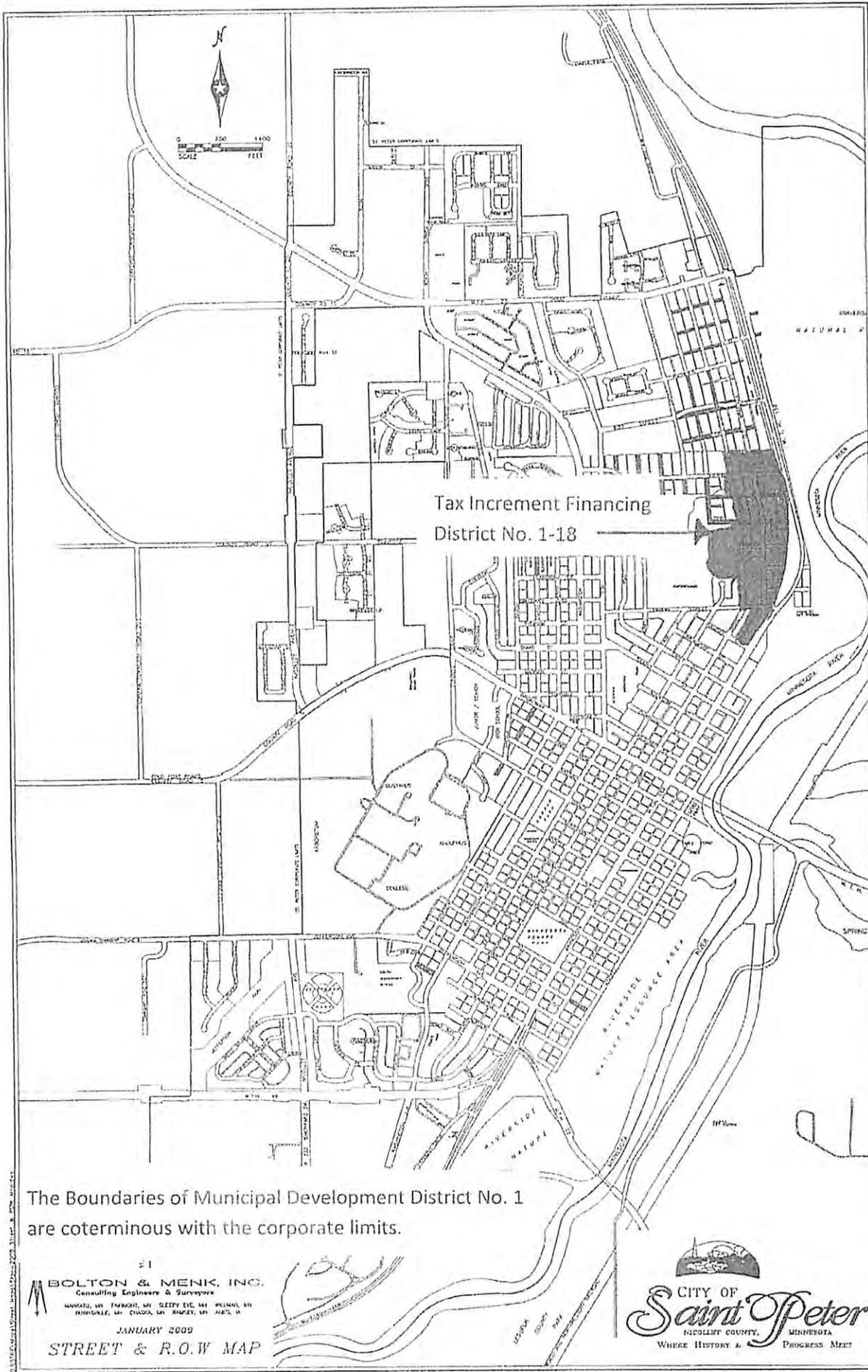
Set Sale Date	6/24/2013
Sale Date	7/22/2013
Dated Date	8/1/2013
Closing Date	8/6/2013
1st Interest Payment	2/1/2014
Proceeds spent by:	12/31/2014
	<i>to Dated Date</i>
Purchase Price	876,650.00
Net Interest Cost	314,180.00
Net Effective Rate	3.0370%
Average Coupon	2.9080%
Yield	2.7940%
Average Life	11.0030
Call Option	2/1/2020
Purchaser	Proposed for Competitive Sale
Bond Counsel	Briggs & Morgan, P.A.
Pay Agent	Northland Trust
Tax Status	Tax Exempt, Bank Qualified
Continuing Disclosure	Full
Rebate	\$5 million Small Issuer Exemption

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Payment Schedule & Cashflow

<i>Payment Schedule</i>					
12-Month Period ending	Principal	Interest Rate	Interest	Payment Total	plus 5% Coverage
7/1/2013	-		-	-	
2/1/2014	-	0.450%	11,365	11,365	11,365
2/1/2015	-	0.700%	22,730	22,730	22,730
2/1/2016	40,000	0.900%	22,730	62,730	65,867
2/1/2017	40,000	1.150%	22,370	62,370	65,489
2/1/2018	45,000	1.400%	21,910	66,910	70,256
2/1/2019	45,000	1.650%	21,280	66,280	69,594
2/1/2020	45,000	1.850%	20,538	65,538	68,814
2/1/2021	45,000	2.100%	19,705	64,705	67,940
2/1/2022	45,000	2.250%	18,760	63,760	66,948
2/1/2023	45,000	2.400%	17,748	62,748	65,885
2/1/2024	50,000	2.500%	16,668	66,668	70,001
2/1/2025	50,000	2.600%	15,418	65,418	68,688
2/1/2026	50,000	2.700%	14,118	64,118	67,323
2/1/2027	50,000	2.800%	12,768	62,768	65,906
2/1/2028	50,000	2.900%	11,368	61,368	64,436
2/1/2029	55,000	3.050%	9,918	64,918	68,163
2/1/2030	55,000	3.200%	8,240	63,240	66,402
2/1/2031	60,000	3.400%	6,480	66,480	69,804
2/1/2032	60,000	3.600%	4,440	64,440	67,662
2/1/2033	60,000	3.800%	2,280	62,280	65,394
	<b>890,000</b>		<b>300,830</b>	<b>1,190,830</b>	<b>1,248,667</b>

<i>Pledged Revenues</i>				<i>Account Balances</i>	
Collection Year	Tax Increments	Tax Levy*	Other Revenues	Surplus (deficit)	Account Balance
			Capitalized & accrued interest >		34,095
2013	-	-	-	(11,365)	22,730
2014	-	-	-	(22,730)	(0)
2015	25,000	40,867	-	-	(0)
2016	25,000	40,489	-	-	(0)
2017	25,000	45,256	-	-	(0)
2018	25,000	44,594	-	-	(0)
2019	25,000	43,814	-	-	(0)
2020	25,000	42,940	-	-	(0)
2021	25,000	41,948	-	-	(0)
2022	25,000	40,885	-	-	(0)
2023	25,000	45,001	-	-	(0)
2024	25,000	43,688	-	-	(0)
2025	25,000	42,323	-	-	(0)
2026	25,000	40,906	-	-	(0)
2027	25,000	39,436	-	-	(0)
2028	25,000	43,163	-	-	(0)
2029	25,000	41,402	-	-	(0)
2030	25,000	44,804	-	-	(0)
2031	25,000	42,662	-	-	(0)
2032	25,000	40,394	-	-	(0)
	<b>450,000</b>	<b>764,572</b>	<b>-</b>		<b>(0)</b>



Tax Increment Financing  
District No. 1-18

The Boundaries of Municipal Development District No. 1  
are coterminous with the corporate limits.

**BOLTON & MENK, INC.**  
Consulting Engineers & Surveyors  
MINNEAPOLIS, MN. FARGO, ND. DEEP EYE, MN. MINNAPOLIS, MN.  
FARGO, ND. CHANDLER, MN. RAINY, MN. JAMES, MN.  
JANUARY 2000  
**STREET & R.O.W. MAP**

**CITY OF**  
*Saint Peter*  
NICOLET COUNTY, MINNESOTA  
WHERE HISTORY & PROGRESS MEET

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2013 - \_\_\_\_

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

**RESOLUTION PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE OF \$890,000  
GENERAL OBLIGATION TAX INCREMENT BONDS, SERIES 2013B**

WHEREAS, the City Council of the City of Saint Peter, Minnesota, has heretofore determined that it is necessary and expedient to issue the City's \$890,000 General Obligation Tax Increment Bonds, Series 2013B (the "Bonds"), to finance the cost of street and utility improvements on and in the area of North Third Street; and

WHEREAS, the City has retained David Drown Associates, in Minneapolis, Minnesota ("David Drown"), as its independent financial advisor for the Bonds and David Drown therefore is authorized to sell the Bonds by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9):

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

1. Authorization. The Council hereby authorizes David Drown to solicit bids for the competitive negotiated sale of the Bonds.
2. Meeting; Bid Opening. The Council shall meet at the time and place specified in the Terms of Offering attached hereto as Exhibit A for the purpose of considering sealed bids for, and awarding the sale of, the Bonds. The City Administrator, or designee, shall open bids at the time and place specified in such Terms of Offering.
3. Terms of Offering. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the "Terms of Offering" attached hereto as Exhibit A and hereby approved and made a part hereof.
4. Official Statement. In connection with said competitive negotiated sale, the officers or employees of the City are hereby authorized to cooperate with David Drown and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 24<sup>th</sup> day of June, 2013.

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

ATTEST:

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

**City of Saint Peter, Minnesota**  
**\$890,000**  
**General Obligation Tax Increment Bonds, Series 2013B**

**(BOOK ENTRY ONLY)**

**TERMS OF PROPOSAL**

Proposals for the Bonds will be received on Monday, 22 July, 2013 at 11:00 a.m. Central Time, at the offices of David Drown Associates, Inc., 5029 Upton Avenue South, Minneapolis, Minnesota, after which time they will be opened and tabulated. Consideration for award of the Bonds will be by the City Council at 7:00 P.M., Central Time, on that same date.

**SUBMISSION OF PROPOSALS**

Proposals may be submitted in a sealed envelope or by fax (612) 605-2375 to David Drown Associates, Inc. Signed Proposals, without final price or coupons, may be submitted to David Drown Associates, Inc. prior to the time of sale. The bidder shall be responsible for submitting to David Drown Associates, Inc. the final Proposal price and coupons, by telephone (612) 920-3320 or fax (612) 605-2375 for inclusion in the submitted Proposal. David Drown Associates, Inc. will assume no liability for the inability of the bidder to reach David Drown Associates, Inc. prior to the time of sale specified above.

Notice is hereby give that electronic proposals will be received via PARITY<sup>®</sup>, in the manner described below, until 11:00 A.M., local time on July 22<sup>nd</sup>, 2013. Bids may be submitted electronically via PARITY<sup>®</sup> pursuant to this Notice until 10:30 A.M., local time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY<sup>®</sup> conflict with this Notice, the terms of this Notice shall control. For further information about PARITY<sup>®</sup>, potential bidders may contact David Drown Associates, Inc. or PARITY<sup>®</sup> at (212) 806-8304.

Neither the City of Saint Peter nor David Drown Associates, Inc. assumes any liability if there is a malfunction of PARITY. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner of the Proposal submitted.

**DETAILS OF THE BONDS**

The Bonds will be dated August 1, 2013, as the date of original issue, and will bear interest payable on February 1 and August 1 of each year, commencing February 1, 2014. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2016	\$ 40,000	2025	\$ 50,000
2017	40,000	2026	50,000
2018	45,000	2027	50,000
2019	45,000	2028	50,000
2020	45,000	2029	55,000
2021	45,000	2030	55,000
2022	45,000	2031	60,000

2023	45,000	2032	60,000
2024	50,000	2033	60,000

**TERM BOND OPTION**

Bids for the bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds; provided that no serial bond may mature on or after the first mandatory sinking fund redemption date of any term bond. All term bonds shall be subject to mandatory sinking fund redemption and must conform to the maturity schedule set forth above at a price of par plus accrued interest to the date of redemption. In order to designate term bonds, the bid must specify as provided on the Proposal Form.

**BOOK ENTRY SYSTEM**

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The purchaser, as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

**REGISTRAR**

The City will name Northland Trust Services, Inc., Minneapolis, MN, as registrar for the Bonds. Northland Trust shall be subject to applicable SEC regulations. The City will pay for the services of the registrar.

**OPTIONAL REDEMPTION**

The City may elect on February 1, 2020 and on any day thereafter, to prepay Bonds due on or after February 1, 2021. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

**SECURITY AND PURPOSE**

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. The proceeds will be used to finance street and utility improvements on and in the area of North Third Street.

**TYPE OF PROPOSALS**

Proposals shall be for not less than \$876,650.00 (98.5%) and accrued interest on the total principal amount of the Bonds. Proposals shall be accompanied by a Good Faith Deposit ("Deposit") in the form of a certified or cashier's check or a Financial Surety Bond in the amount of \$17,800 payable to the order of the City. If a check is used, it must accompany each proposal. If a Financial Surety Bond is used, it must be from an insurance company licensed to issue such a bond in the State of Minnesota, and pre-approved by the City. Such bond must be submitted to David Drown Associates, Inc. Incorporated prior to the opening of the proposals. The Financial Surety Bond must identify each underwriter whose Deposit is guaranteed by such Financial Surety Bond. If the Bonds are awarded to an underwriter using a Financial Surety Bond, then that purchaser is required to submit its Deposit to David Drown Associates, Inc. in the form of a certified or cashier's check or wire transfer as instructed by David Drown Associates, Inc. not later than 3:30 P.M., Central Time, on the next business day following the award. If such Deposit is not received by that time, the Financial Surety Bond may be drawn by the City to satisfy the Deposit requirement. The City will deposit the check of the purchaser, the amount of which will be deducted at settlement and no interest will accrue to the purchaser. In the event the purchaser fails to comply with the accepted proposal, said amount will be retained by the City. No proposal can be withdrawn or amended after the time set for receiving proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Rates shall be in integral multiples of 5/100 or 1/8 of 1%. Rates must be in ascending order. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

## **AWARD**

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a net interest cost (NIC) basis. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling. The City will reserve the right to waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, reject all proposals without cause, and reject any proposal which the City determines to have failed to comply with the terms herein.

## **BOND INSURANCE AT PURCHASER'S OPTION**

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the underwriter, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the purchaser of the Bonds. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any other rating agency fees shall be the responsibility of the purchaser. Failure of the municipal bond insurer to issue the policy after Bonds have been awarded to the purchaser shall not constitute cause for failure or refusal by the purchaser to accept delivery on the Bonds.

## **CUSIP NUMBERS**

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the purchaser to accept delivery of the Bonds. The purchaser shall pay the CUSIP Service Bureau charge for the assignment of CUSIP identification numbers.

## **SETTLEMENT**

Within 40 days following the date of their award, the Bonds will be delivered without cost to the purchaser at a place mutually satisfactory to the City and the purchaser. Delivery will be subject to receipt by the purchaser of an approving legal opinion of bond counsel, and of customary closing papers, including a no-litigation certificate. On the date of settlement payment for the Bonds shall be made in federal, or equivalent, funds which shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Except as compliance with the terms of payment for the Bonds shall have been made impossible by action of the City, or its agents, the purchaser shall be liable to the City for any loss suffered by the City by reason of the purchaser's non-compliance with said terms for payment.

## **CONTINUING DISCLOSURE**

On the date of the actual issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Undertaking where under the City will covenant to provide, or cause to be provided, annual financial information, including audited financial statements of the City, and notices of certain material events, as specified in and required by SEC Rule 15c2-12(b)(5).

## **OFFICIAL STATEMENT**

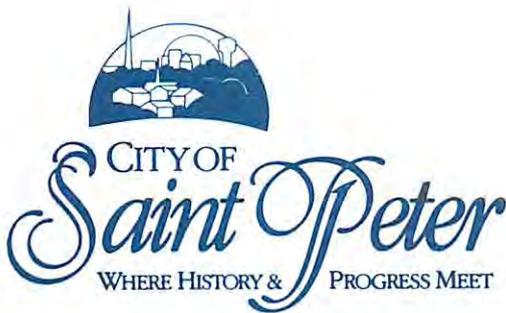
The City has authorized the preparation of an Official Statement containing pertinent information relative to the Bonds, and said Official Statement will serve as a nearly final Official Statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For copies of the Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Financial Advisor to the City, David Drown Associates, Inc., 5029 Upton Avenue South, Minneapolis, Minnesota 55410, and telephone (612) 920-3320.

The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law, shall constitute a "Final Official Statement" of the City with respect to the Bonds, as that term is defined in Rule 15c2-12. By awarding the Bonds to any underwriter or underwriting syndicate submitting a proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded 90 copies of the Official Statement and the addendum or addenda described above. The City designates the senior managing underwriter of the syndicate to which the Bonds are awarded as its agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Any underwriter delivering a proposal with respect to the Bonds agrees thereby that if its proposal is accepted by the City (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

Dated: 24 June, 2013

BY ORDER OF THE CITY COUNCIL

*/s/ Todd Prafke*  
City Administrator



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATE:** June 19, 2013

**FROM:** Paula O'Connell  
Finance Director

**RE:** Resolution Accepting 2012 Financial Statements

### ACTION/RECOMMENDATION

Approve the resolution accepting the 2012 Financial Statements and the Independent Auditor's Report.

### BACKGROUND

Included in your packet is a copy of the 2012 Annual Financial Report, the special purpose report and the Management Report from our audit firm, Malloy, Montague, Karnowski, Radosevich & Co., P.A. (MMKR). Jim Eichten, MMKR CPA and Managing Partner will be attending the City Council meeting to present and discuss Saint Peter's financial position. The Auditor has given an unqualified (clean) opinion on the 2012 Financial Statements.

In the 2012 audit year, we have complied with the GASB 54. That means that our General Fund reporting will now include data from the Insurance, Old Hospital, and the Tornado Funds. These funds are now combined because the fund balances are unassigned.

During our discussions on the General Fund, we measure financial strength by the amount of reserves on hand. We strive to maintain cash to cover five months of expenses, which comes out to 42%. As of December 31, 2012, the following balances make up the General Fund Balance in the Financial Statements:

General Fund	\$3,483,077	56.1% of the 2013 General Fund Budget
Insurance Fund	\$ 276,595	
Old Hospital Fund	\$ -43,633	
Tornado Fund	<u>\$ 247,724</u>	
Total:	\$3,963,763	63.9% of all the 2013 General Fund Budgets

The 2012 increase in the General Fund reserves (excluding Tornado, Old Hospital, and Insurance Funds) was \$421,132. The increase included higher than projected amounts of transfers from utility funds, expense savings in various departments, and revenues that exceeded the budgeted amount due to dividends, rebates, and grants received.

Special Revenue Funds include the library, community center, public access, Fireman's Relief, Revolving Loans, and tax increment financing districts.

Debt Service Funds are performing as projected with the exception of one fund. A special assessment bond has temporarily lost approximately half of the revenue to repay the debt obligation. The developer has filed bankruptcy and stopped paying the assessments. Once the property is resold, the repayment of the special assessments will continue. This will not create a cash flow concern for us.

Capital Project Funds include the Permanent Improvement Fund, Parkland Dedication Fund, Equipment Certificates, Nicollet Meadows and Washington Terrace Housing, and the Industrial Park. These funds are also performing as projected.

Enterprise Funds consist of electric, refuse, water, wastewater, and storm water utilities, transit system, telecommunications conduit, Long Term Care Facility Lease fund, and the Medical Office Building. The unrestricted categories of net assets shown in the utility funds are a good indicator of how funds are doing from year to year; this is an amount of money that the utility has available for future operation.

Trust Funds are set up when money is designated for a specific use. We have funds set up to use interest only for the purchase of library books, to record donations, DARE activity and employee flexible benefit proceeds.

The City will submit the 2012 Financial Report to the State Auditor and we will continue discussions for maintaining fund balances at adequate levels.

**FISCAL IMPACT:**

There is no fiscal impact to acceptance of the audit.

**ALTERNATIVES AND VARIATIONS:**

Do not act: Our policy is to have approval from City Council prior to the June 30th submittal deadline.

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 me should you have any questions or concerns on this agenda item.

PO

**CITY OF SAINT PETER, MINNESOTA**

**RESOLUTION NO. 2013-**

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

**RESOLUTION ACCEPTING 2012 FINANCIAL STATEMENTS TOGETHER WITH  
INDEPENDENT AUDITOR'S REPORT**

WHEREAS, preparation of the financial statements has been completed for the fiscal year ended December 31, 2012; and

WHEREAS, the content of these statements has been disclosed to the City Council and to the public in a public presentation; and

WHEREAS, a summary of the information contained in these statements will be published in the official newspaper for public information.

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

1. The "City of Saint Peter, Minnesota - Financial Statements together with the Independent Auditor's Report" with opinion dated June 20, 2012 for the fiscal year ended December 31, 2012 are hereby accepted and approved as an official and permanent record.
2. The closing entries and adjusting transactions made in connection with the audit of the financial statements are also accepted and approved.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 24<sup>th</sup> day of June, 2013.

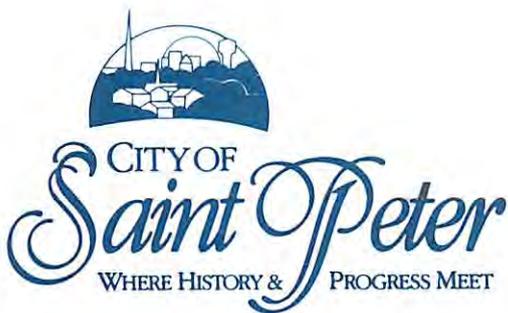
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Timothy Strand  
Mayor

ATTEST:

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Todd Prafke  
City Administrator



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATE:** 06/21/13

**FROM:** Russ Wille  
Community Development Director

**RE:** Ewing Street – Partial Vacation

### **ACTION/RECOMMENDATION**

Adopt the attached resolution vacating the north forty-four feet (44') and the south twenty feet (20') of Ewing Street lying between North Fifth Street and the north-south alley within Block 27, Skaro & Evenson Addition.

### **BACKGROUND**

Roger and Barbara Nelson have been joined by Darwin and Carla Bruns in petitioning for the vacation of the north forty-four feet (44') and the south twenty feet (20') of Ewing Street lying between the north-south alley lying in Block 27, Skaro & Evenson Addition and North Fifth Street.

Staff research has determined that a previous City Council had acted to vacate Ewing Street. However, due to administrative errors and a former Mayor's refusal to sign the resolution as ordered by the Council, the vacation was never recorded as required by Statute.

Since 1970, City staff has been of the opinion that the roadway was appropriately vacated. All engineering documents and maps in the City's possession show a vacated Ewing Street.

To remedy the administrative oversight, the petitioners have agreed to begin the vacation process anew. It is their desire to remedy the administrative error.

In April, the City Council vacated Ewing Street between the north-south alley in Block 27, Skaro & Evenson Addition and North Fifth Street. No public access is provided to the north-south alley from North Washington Avenue. Given the establishment of the Washington Avenue frontage road subsequent to platting of the area, access to the frontage road is not desirable or appropriate.

Access to the alley is currently provided via a sixteen foot (16") gravel cartway off of North Fifth Street. To ensure continued public access to the north-south alley, the petitioners have agreed to seek the partial vacation of Ewing Street. The prepared resolution maintains the desired sixteen foot (16') public access.

**FISCAL IMPACT:**

No fiscal impact related to the vacation has been identified.

**ALTERNATIVES/VARIATIONS:**

Do not act: The status of the previously vacated street will remain in dispute.

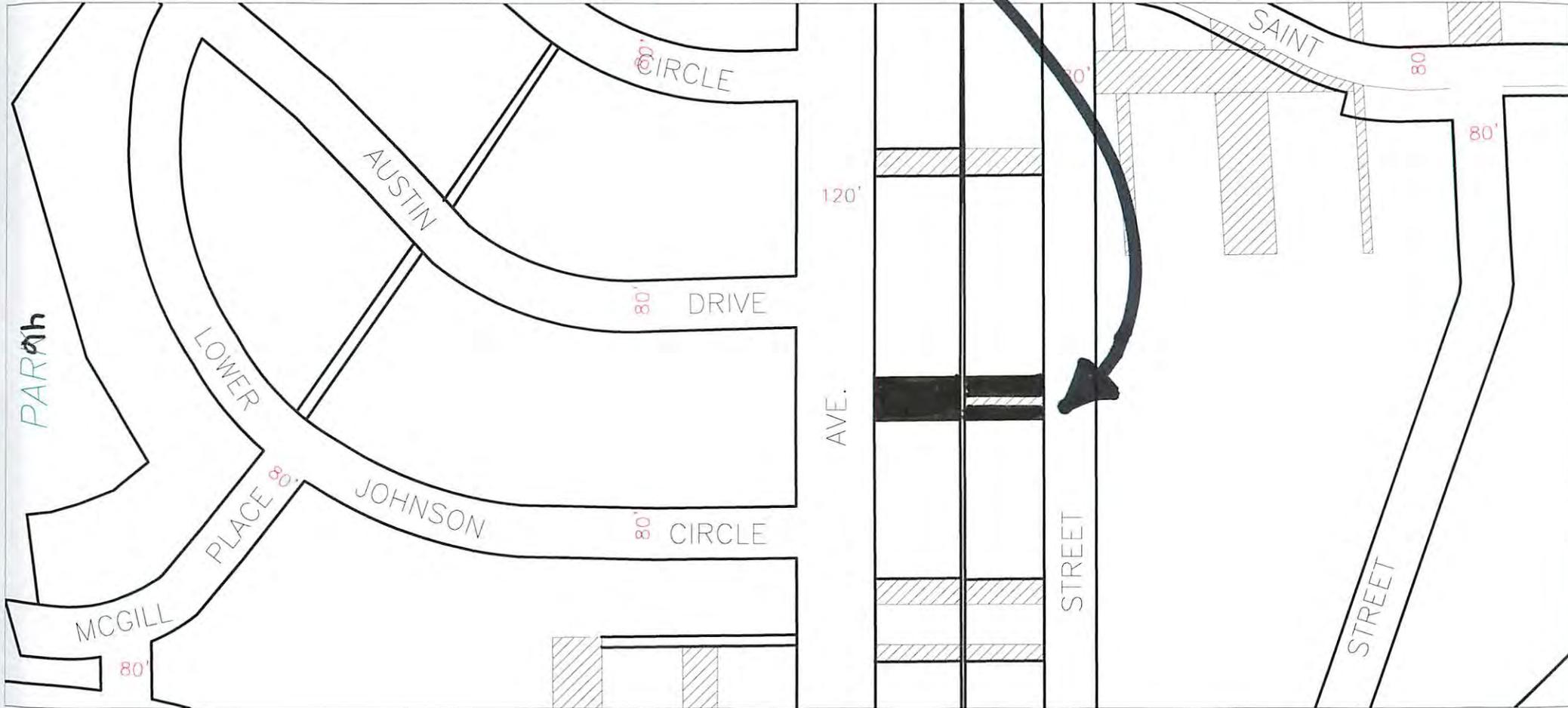
Negative Vote: The status of the previously vacated street will remain in dispute.

Modification of the Resolution: The Council could vacate an alternative portion of the alley.

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

RW

# Ewing Street (Partial Vacation)



**CITY OF SAINT PETER, MINNESOTA**

**RESOLUTION NO. 2013 -**

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

**RESOLUTION VACATING THE NORTH FORTY-FOUR (44) FEET AND THE SOUTH  
TWENTY (20) FEET OF PLATTED EWING STREET LYING BETWEEN NORTH FIFTH  
STREET AND THE NORTH-SOUTH ALLEY WITHIN BLOCK 27, SKARO & EVENSON  
ADDITION**

WHEREAS, a petition has been submitted by the owners of property abutting Ewing Street within Block 27, Skaro & Evenson Addition; and

WHEREAS, the petitioners have submitted documents seeking to vacate the north forty-four feet (44') and the south twenty feet (20') of Ewing Street lying between North Fifth Street and the north-south alley within Block 27, Skaro & Evenson Addition; and

WHEREAS, in 1970, the City Council passed a resolution vacating Ewing Street within Block 27, Skaro & Evenson Addition; and

WHEREAS, the previous City Council action to vacate Ewing Street was never appropriately recorded with the Nicollet County Recorder's office; and

WHEREAS, the petitioners are seeking the vacation at this time to remedy the acknowledged administrative oversight; and

WHEREAS, the 1970 vacation of Ewing Street is indicated on all of the maps and engineering documents maintained by the City of Saint Peter; and

WHEREAS, there are no public or private utilities located within the portion of the alley or avenue subject to vacation; and

WHEREAS, a sixteen foot (16') foot drive shall be maintained within the existing Ewing Street right-of-way to provide public access to the north-south alley lying within Block 27; and

WHEREAS, following published and mailed notice as provided by statute, a public hearing was held by the City Council on June 24, 2013 to receive citizen input regarding the petitioned vacation.

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

1. The north forty-four feet (44") and the south twenty feet (20") of Ewing Street lying between North Fifth Street and the north-south alley within Block 27, Skaro & Evenson Addition is hereby vacated as petitioned.
2. A sixteen foot (16') drive shall be maintained to provide public access to the north-south alley lying within Block 27.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 24<sup>th</sup> day of June, 2013.

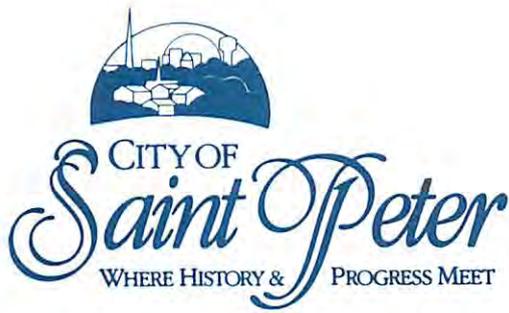
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Timothy Strand  
Mayor

ATTEST:

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Todd Prafke  
City Administrator



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATE:** 06/21/13

**FROM:** Russ Wille  
Community Development Director

**RE:** Rezoning Request

### **ACTION/RECOMMENDATION**

Adopt the attached ordinance approving an application to rezone a portion of the two block Nicollet County campus.

### **BACKGROUND**

The Nicollet County governmental operations are located on a two block campus bounded by South Minnesota Avenue, West Walnut Street, South Front Street and West Mulberry Street.

Nicollet County is currently planning to demolish the Saint Peter Cinema 5 building at the corner of West Walnut Street and South Minnesota Avenue. The theater site would become additional Courthouse parking. A new office building would also be built to house County functions which are currently housed in leased office space in other locations.

The County campus is predominately zoned (CBD) Central Business District. However, the east half of Block 199 fronting South Front Street is currently zoned (RP-1) Residential Professional Office.

The Nicollet County Board of Commissioners has petitioned to rezone the RP-1 zoned land to match the CBD designation of the rest of the campus. Such rezoning would allow for the continued development/redevelopment of the two block area as desired by the County Board.

The Planning and Zoning Commission has considered the County's requested rezoning at their June meeting. The Commission has recommended that the City Council provide for the rezoning as petitioned.

The Heritage Preservation Commission will consider the proposed construction of the new office building once the architectural drawings and engineering of the building are prepared to the extend necessary.

### **FISCAL IMPACT:**

Nicollet County has paid the \$425 fee as per the adopted fee schedule.

**ALTERNATIVES/VARIATIONS:**

Do not act: If the City Council does not act, the rezoning will occur by default sixty days after submission of the County's petition (July 9, 2013).

Negative Votes: The County Board will be notified of the City's denial.

Modification of the Resolution: This is not an option in this instance.

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

RW

# Nicollet County - Rezoning Petition



Petitioned  
Rezoning

ORDINANCE NO. \_\_\_\_, THIRD SERIES

**AN ORDINANCE AMENDING SAINT PETER CITY CODE CHAPTER 24, "LAND USE REGULATIONS AND ZONING" AND SECTION 24-6 "OFFICIAL MAP" TO REZONE CERTAIN PROPERTY AS CENTRAL BUSINESS DISTRICT AND ADOPTING BY REFERENCE SAINT PETER CITY CODE CHAPTER 1 SECTION 1-6, WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS**

WHEREAS, the owner of property within Block 199, Amended Plat of the City of Saint Peter has submitted a petition and the appropriate fee for consideration of rezoning of property; and

WHEREAS, the subject property is currently zoned (RP-1) Residential/Professional Office; and

WHEREAS, the property owner has requested that the subject property be rezoned as (CBD) Central Business District; and

WHEREAS, following published and mailed notice as provided by statute, a public hearing has been held by the Saint Peter City Council; and

WHEREAS, the Planning and Zoning Commission considered the petitioned rezoning at their June 4, 2013 meeting and have found that the requested rezoning would not be inconsistent with the comprehensive plan for the City of Saint Peter and adjacent uses; and

WHEREAS, the Planning and Zoning Commission has recommended that the property be rezoned to (CBD) Central Business District as petitioned.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA DOES HEREBY ORDAIN:

Section 1. Section 1. City Code Chapter 24, Section 24-6 is hereby amended by rezoning the following tract of land as (CBD) Central Business District:

*Lots 5-8, Block 199, Amended Plat of Saint Peter*

Section 2. The Zoning Administrator is hereby directed to amend the zoning map of the City to reflect the change in zoning as indicated in Section 1, within thirty (30) days after official publication of this Ordinance.

Section 3. All provisions of Chapter 1 of the Saint Peter City Code are made a part hereof and applicable to this Ordinance.

Section 4. All provisions of Chapter 1, Section 1-6 of the Saint Peter City Code are made a part hereof and applicable to this Ordinance.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota this 24<sup>th</sup> day of June, 2013.

ATTEST:

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

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

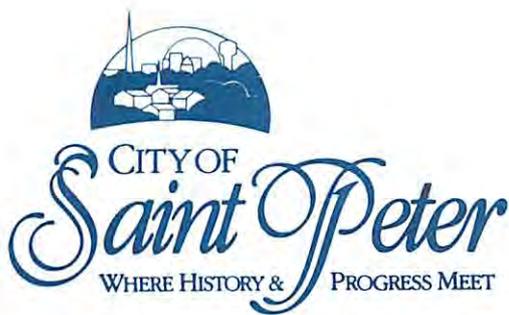
The foregoing Ordinance was adopted by the following votes:

Ayes:

Naves:

Absent:

Published in the *Saint Peter Herald* on \_\_\_\_\_, 2013.



## Memorandum

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

**DATE:** 6/17/2013

**FROM:** Todd Prafke  
City Administrator

**RE:** Housekeeper Job Description Modification

### ACTION/RECOMMENDATION

Approve modifications to the job description for the position of Part-time Housekeeper.

### BACKGROUND

As Councilmembers know, it is our practice to review job descriptions prior to beginning a recruitment process to fill vacancies in City positions. We have had a resignation in the position of part-time Housekeeper and staff reviewed the job description.

The position has evolved since its' creation just a few years ago and several changes are recommended to the job description as follows:

- **Duties:** Remove all references to outside grounds care. This position is solely responsible for interior cleaning.
- **Physical Requirements:** Remove reference to changes in temperature. As this position does not work outside these requirements are no longer required.
- **Minimum Qualifications:** Language regarding CPR and first aid have been modified to match other similar positions. "Aptitude for housekeeping work" has been removed as staff is unable to quantify this requirement from an employment application.

Staff recommends approval of the proposed changes. Once approved, the recruitment process will begin for this position.

### FISCAL IMPACT:

None.

### ALTERNATIVES/VARIATIONS:

**Do Not Act:** No further changes will be made without additional direction from the Council.

**Denial:** Staff would proceed with the recruitment process under the existing job description.

**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

**CITY OF SAINT PETER, MINNESOTA  
POSITION DESCRIPTION**

PAY EQUITY = 111

**POSITION TITLE:** PART-TIME HOUSEKEEPER

**DEPARTMENT:** RECREATION & LEISURE SERVICES

**SUPERVISOR:** FACILITIES MAINTENANCE LEAD WORKER

**OVERVIEW OF POSITION:**

Under the direction and general supervision of the Facilities Maintenance Lead Worker, the Part-time Housekeeper performs routine cleaning in the Community Center and Public Library.

**DUTIES:**

- Maintains City operated public buildings, most specifically performing housekeeping duties; assists in building security activities; ~~performs grounds care duties; sweeps sidewalks, shovels sidewalks and removes snow; helps maintain grass, shrubbery, and flowers.~~
- Notifies appropriate personnel of structural items or contents needing maintenance or repair, such as sinks, drains, chairs, tables, light switches, tile, or carpet.
- Maintains overall cleanliness of buildings ~~and grounds~~; cleans restrooms, ~~mops and polishes floors, and stairways~~; washes windows; removes rubbish and waste paper from buildings ~~and grounds~~; operates vacuum cleaner ~~and floor polishing machine.~~
- May perform heavy cleaning duties, such as washing walls, using bathroom cleaning machine,
- Performs work in accordance with sound safety practices.
- Performs related duties as assigned or apparent.

**REQUIRED INTERPERSONAL SKILLS:**

Ability to: communicate effectively; understand and carry out direction; accept responsibility; maintain confidentiality as needed; be tactful; and deal with the public.

**ESSENTIAL PHYSICAL REQUIREMENTS:**

The Part-time Housekeeper is required to be capable of performing the following physical functions or a combination thereof for any given work day:

Legend:

Continuously is over 2/3 of a work day

Frequently is 1/3 to 2/3 of a work day

Occasionally is less than 1/3 of a work day

Work day - a normal work day is eight (8) hours with a break for a meal. A normal work week is five (5) days with two consecutive days off. During emergencies, work days may extend to 16 hours or more and a work week to seven days.

Actions: Continuously speak comprehensible English and understand English, read and write English; Hearing - continuously normal or corrected to normal; Eyesight - continuously far vision and near vision 20/40 or corrected to 20/40, differentiate colors precisely, normal depth perception, normal peripheral vision; Continuously bend/stoop, squat, crouch, kneel, balance, push/pull; Frequently crawl, climb height of thirty feet, reach above shoulder level; Continuously use both feet for repetitive movements as in operating foot controls; Continuously use hands for firm

**CITY OF SAINT PETER, MINNESOTA  
POSITION DESCRIPTION**

grasping and fine manipulating

**Strength:** Continuously carry up to thirty-four pounds and lift up to thirty-four pounds; Frequently carry thirty-five to seventy-four pounds and lift thirty-four to seventy-four pounds; Occasionally carry seventy-five to one hundred pounds and lift seventy-five to one hundred pounds.

**Stamina:** ~~Continuously endure exposure to changes in temperature from less than zero (0) degrees centigrade to in excess of thirty seven (37) degrees centigrade;~~ Continuously endure exposure to dust, fumes, gases, mist, wet, humid; Occasionally exposed to high noise levels

**Safety:** Perform basic first aid; Perform cardiopulmonary resuscitation; Wear safety equipment including safety goggles and safety vests.

**Vaccinations:** Receive vaccinations for tetanus and hepatitis B. The vaccinations for hepatitis B are made available to the Part-time Housekeeper by the City but are not required.

**MINIMUM QUALIFICATIONS:**

- High school diploma or equivalent
- Knowledge of cleaning methods and procedures; knowledge of the materials, supplies and equipment utilized in cleaning activities.
- Experience working with the public.
- First Aid certification or ability to be certified within six months of employment.
- Possession of an American Heart Association Certification as a Basic Rescuer for cardiopulmonary resuscitation and emergency cardiac care or obtain within six months of the date of employment with the City.
- ~~CPR and First Aid certification or ability to be certified within six months of employment.~~
- ~~Aptitude for housekeeping work.~~

**DESIRED QUALIFICATIONS**

- One or more years of housekeeping experience.
- Demonstrated kKnowledge of OSHA safety regulations
- Experience operating restroom cleaning machines.

Adopted: \_\_\_\_\_

**CITY OF SAINT PETER, MINNESOTA**

**RESOLUTION NO. 2013 -**

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

**RESOLUTION APPROVING MODIFICATION TO PART-TIME HOUSEKEEPER JOB  
DESCRIPTION**

WHEREAS, the City has adopted job descriptions for each position; and

WHEREAS, these descriptions are reviewed whenever a vacancy occurs in a position; and

WHEREAS, the position description for Part-time Housekeeper has been reviewed; and

WHEREAS, staff recommends changes to the position to better clarify the responsibilities and requirements of the position and to eliminate duties the Housekeeper is not responsible for.

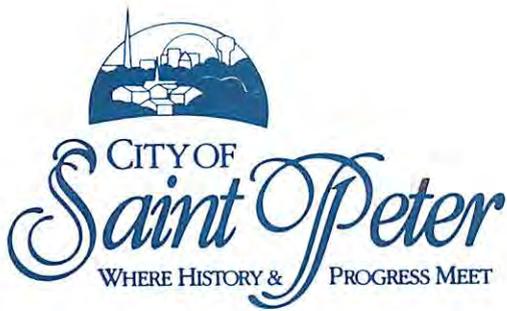
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: the proposed changes to the job description for Part-time Housekeeper are hereby approved.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 24th day of June, 2013.

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

ATTEST:

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



## Memorandum

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

**DATE:** 6/21/2013

**FROM:** Todd Prafke  
City Administrator

**RE:** Donation Acceptance

### **ACTION/RECOMMENDATION**

Accept a donation from the Drummer Corporation and its' employees.

### **BACKGROUND**

The City has adopted a donation policy which stipulates that donations with an estimated value of \$5,000 or higher must be accepted by the City Council during a regular Council meeting.

Staff recommends the Council formally accept the donation made by the Drummer Corporation and its' employees in the amount of \$10,000 with the stipulation that \$5,000 of the donation will be used for costs associated with delivery of the City's fire truck to Sister City Petatlan Mexico and \$5,000 will be used for ongoing maintenance costs for the TREEmendous playground.

### **FISCAL IMPACT:**

The funds will be restricted for use as described above. There is no cost to the City for this action.

### **ALTERNATIVES/VARIATIONS:**

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

Denial:

Modification of the Resolution:

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

TP/bal

**CITY OF SAINT PETER, MINNESOTA**

**RESOLUTION NO. 2013 -**

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

**RESOLUTION ACCEPTING DONATION FROM DRUMMER CORPORATION**

WHEREAS, the City has adopted a donation policy that requires formal acceptance by the City Council of all donations exceeding \$5,000; and

WHEREAS, the Drummer Corporation and its' employees have donated \$10,000 to the City; and

WHEREAS, staff recommends acceptance of the donation.

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

1. The donation of Drummer Corporation and its' employees in the amount of \$10,000 is hereby accepted.
2. The donations shall be restricted for use with \$5,000 of the donation being used for costs associated with delivery of the City's fire truck to Sister City Petatlan Mexico and \$5,000 used for ongoing maintenance costs for the TREEmendous playground as stipulated by the Drummer Corporation.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 24th day of June, 2013.

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Timothy Strand  
Mayor

ATTEST:

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Todd Prafke  
City Administrator