



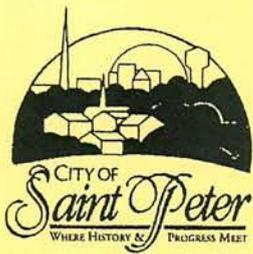
**CITY OF SAINT PETER, MINNESOTA  
AGENDA AND NOTICE OF MEETING**

Regular City Council Meeting of Tuesday, May 28, 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 HEARING**
  - A. Housing Tax Increment Financing District
- IV. **APPROVAL OF MINUTES**
  - A. May 13, 2013 Regular Meeting
  - B. May 20, 2013 Special Meeting
- V. **VISITORS**
  - A. Scheduling of Visitor Comments on Agenda Items
  - B. General Visitor Comments
- VI. **APPROVAL OF CONSENT AGENDA ITEMS**
- VII. **UNFINISHED BUSINESS**

None scheduled
- VIII. **NEW BUSINESS**
  - A. Housing Tax Increment Financing District
  - B. Traverse des Sioux Library System Agreement
  - C. Washington Avenue Link Project Land Acquisition and Sale
  - D. Unbudgeted Purchase: Display Projector
  - E. Unbudgeted Purchase: Replacement Library Computers
  - F. Revolving Loan Modification Request: MSLH Real Estate Management
- IX. **REPORTS**
  - A. **MAYOR**
  - B. **CITY ADMINISTRATOR**
    - 1. City/School District #508 Committee Meeting Discussion
    - 2. Others
- X. **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 HEARING

A. **PUBLIC HEARING ON CREATION OF HOUSING TAX INCREMENT FINANCING DISTRICT NO. 1-19**

A public hearing has been scheduled at this time to receive public comment on the proposed establishment of a housing Tax Increment Financing District No. 1-19. Notice of the hearing has been duly published in the St. Peter Herald. It is appropriate at this time to receive public comment. Action on the proposed Tax Increment Financing District is included under NEW BUSINESS.

IV. APPROVAL OF MINUTES

Copies of the minutes of the May 13, 2013 regular Council meeting and May 20, 2013 special City Council meeting are attached for approval. MOTIONS are in order.

V. VISITORS

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

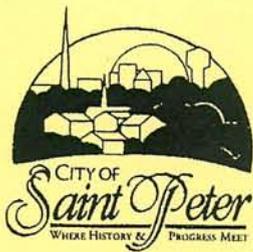
Members of the audience wishing to address the Council with regard to an agenda item later in the meeting should be noted at this time.

B. **General Visitor Comments**

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

VI. APPROVAL OF CONSENT AGENDA ITEMS

The consent agenda, including approval of the schedule of disbursements for May 9, 2013 through May 22, 2013, is attached. Please see the attached staff reports and RESOLUTION.



**VII. UNFINISHED BUSINESS**

None scheduled.

**VIII. NEW BUSINESS**

**A. ADOPTION OF A RESOLUTION APPROVING ESTABLISHMENT OF HOUSING TAX INCREMENT FINANCING DISTRICT NO. 1-19**

Following the public hearing, staff recommends approval for the establishment of Housing Tax Increment Financing District No. 1-19. Please see the attached staff report and RESOLUTION.

**B. ADOPTION OF A RESOLUTION APPROVING EXECUTION OF TRAVERSE DES SIOUX LIBRARY SYSTEM AGREEMENT**

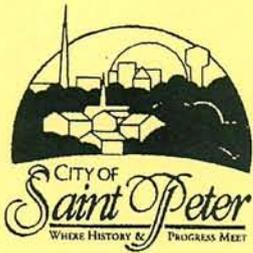
Staff recommends approval be provided for execution of a renewal contract with the Traverse des Sioux Library system for provision of services to the Library. Please see the attached staff report and RESOLUTION.

**C. ADOPTION OF RESOLUTIONS APPROVING ACQUISITION OF LAND ASSOCIATED WITH WASHINGTON AVENUE LINK PROJECT AND SALE OF LAND**

The Council conducted a closed session regarding purchase of land for the Washington Avenue Link Project on May 20<sup>th</sup>. Staff recommends authorization be provided to proceed with purchase of the land as discussed in the closed session and as outlined on the attached resolution. The transaction will also include sale of an additional lot recently purchased by the City. Please see the attached staff report and RESOLUTIONS.

**D. ADOPTION OF A RESOLUTION APPROVING UNBUDGETED PURCHASE OF DISPLAY PROJECTOR**

Staff recommends approval be provided for the unbudgeted purchase of a display projector from Staples, Inc. to be used for events like public information meetings, training, and other group meetings. Funding will be provided by General Fund reserves. Please see the attached staff report and RESOLUTION.



**E. ADOPTION OF A RESOLUTION APPROVING UNBUDGETED PURCHASE OF COMPUTERS**

Staff recommends approval be provided for the unbudgeted purchase of twelve replacement computers for the Library in the amount of \$7,200 plus tax. Funding for this purchase is from a donation from the Ted Moline estate which was previously accepted by the Council. Please see the attached staff report and RESOLUTION.

**F. ADOPTION OF A RESOLUTION APPROVING EXTENSION OF REVOLVING LOAN TERMS FOR MSHL REAL ESTATE MANAGEMENT**

The Economic Development Authority recommends approval of a request to extend the balloon payment due June 1, 2013 for a revolving loan provided to MSLH Real Estate Management to June 1, 2015. 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 CITY/SCHOOL DISTRICT MEETING DISCUSSION**

A report will be provided at this time on discussion at the May 21<sup>st</sup> City/School District #508 committee meeting.

**2. 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**

**OFFICIAL PROCEEDINGS**

**MINUTES OF THE CITY COUNCIL MEETING  
MAY 13, 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 May 13, 2013.

A quorum present, Mayor Strand called the meeting to order at 7:01 p.m. The following members were present: Councilmembers Pfeifer, Kvamme, Zieman, Eichmann, Carlin, and Mayor Strand. Absent was Councilmember Brand. The following officials were present: City Administrator Prafke, Assistant City Attorney Lucas, and City Engineer Domras.

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

**Approval of Minutes** – A motion was made by Eichmann, seconded by Pfeifer to approve the minutes of the April 22, 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 April 22, 2013 regular City Council meeting is contained in the City Administrator's book entitled Council Proceedings 18.

Councilmember Brand arrived at 7:03 p.m.

A motion was made by Brand, seconded by Eichmann, to approve the minutes of the April 23, 2013 Board of Appeal and Equalization meeting. With all in favor, the motion carried and the minutes were approved. A complete copy of the minutes of the April 23, 2013 Board of Appeal and Equalization meeting is contained in the City Administrator's book entitled Council Proceedings 18.

**Visitors** – Mark Novak, Supervisor of Plant Services for Centerpoint Energy, presented a donation of \$400 to be used for purchase of AED equipment at Gault Park. Novak indicated Centerpoint Energy has provided over \$1,000,000 in donations to Minnesota cities as part of their community partnership program. Mayor Strand thanked Mr. Novak for the \$400 donation and for Centerpoint Energy's previous donations to the City.

**Consent Agenda** – In motion by Pfeifer, seconded by Brand, Resolution No. 2013-66 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. 2013-66 is contained in the City Administrator's book entitled Council Resolutions 19.

**Air Pollution Control Equipment Bid Award** – Public Works Director Giesking recommended awarding the bid for air pollution control equipment at the electric generation plant to Ziegler Power Systems in the amount of \$185,892 for Option A (in-line catalyst). Giesking noted that the difference between the low bid received for Option B from Girtz Industries and the Ziegler bid would be more than offset by the cost of materials and installation costs for extra structural components that would be required for Option B which is why staff was recommending acceptance of the low Option A bid. Giesking also noted the equipment would be delivered by August 15<sup>th</sup> at which time shop drawings would be done and design and bidding would begin for

the installation work. Giesking pointed out that Ziegler Power Systems, the company that provided the original equipment and installation and which has been under maintenance contract since that time, may also bid on installation of the equipment. Councilmember Pfeifer questioned if any warranties or guarantees would be impacted if another company installed the equipment. Giesking stated all vendors were aware the project would be bid in two parts and bids were submitted accordingly. Giesking also reported installation was planned to be bid separately with the hope that local companies may bid on the install resulting in lower prices. In motion by Kvamme, seconded by Carlin, Resolution No. 2013-67 entitled "Resolution Awarding Bid For Air Pollution Control Equipment Project Re-Bid", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2013-67 is contained in the City Administrator's book entitled Council Resolutions 19.

**2013 Equipment Certificate Purchase: In-Car Camera System** – Police Chief Peters requested approval of a request to purchase a new in-car camera system for the Police Department from Watchguard Digital in the total amount of \$32,458.11 including installation in four Police vehicles and upgrading the Police Department server. Peters indicated funding for the equipment would be from the 2013 equipment certificate and the equipment would replace a system bought in 2005 which is in disrepair. Peters also noted that having the camera system in place provides additional security for Officer's, protects the City from liability issues, and is beneficial to the prosecution in court cases. Peters indicated the Officers are in favor of continuing to use the camera system and pointed out that many of the City's Officers have never worked in a Department where the cameras were not in place. In motion by Pfeifer, seconded by Ziemann, Resolution No. 2013-68 entitled "Resolution Approving 2013 Equipment Certificate Purchase", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2013-68 is contained in the City Administrator's book entitled Council Resolutions 19.

**2013 North Third Street Improvement Project Bid Award** – Public Works Director Giesking and Bolton and Menk, Inc. Engineer Domras recommended award of the bid for the 2013 North Third Street Improvement Project to Douglas-Kerr Underground LLC in the amount of \$895,813.84 for the base bid and the alternate. Domras indicated the project includes sanitary sewer, water main, and storm sewer for the Shopko development and curb and gutter, sidewalk, and new pavement on North Third Street. Giesking indicated the project would move swiftly so the utilities are in place for the August 31<sup>st</sup> opening of Shopko. Giesking stated the project would be funded with proceeds from a bond issuance and repaid by TIF funds. Giesking and Domras also stated that the City could take action before March of 2014 to reject the alternative portion of the bid. In motion by Kocmick, seconded by Brand, Resolution No. 2013-69 entitled "Resolution Awarding Bid For 2013 North Third Street Improvement Project", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2013-69 is contained in the City Administrator's book entitled Council Resolutions 19.

**City Assistance Request: Relay For Life** – City Administrator Prafke recommended approval of a request for City assistance for the American Cancer Society Relay For Life event in Gorman Park. Prafke reviewed the assistance that will be provided as well as the actions the event organizers will be responsible for. Prafke stated the organizers would be required to contact both of the churches along South Fifth Street to notify them of the road closures that would be in place during the event. In motion by Brand, seconded by Carlin, Resolution No. 2013-70 entitled "Resolution Authorizing City Assistance For Relay For Life Event", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A

complete copy of Resolution No. 2013-70 is contained in the City Administrator's book entitled Council Resolutions 19.

**City Assistance Request: Ambassador's BluesFest** – City Administrator Prafke recommended approval of a request by the St. Peter Ambassadors for City assistance for the Blues Fest event in Minnesota Square Park. Prafke reviewed the recommendation for City assistance as well as what was expected of the organizers. In motion by Carlin, seconded by Zieman, Resolution No. 2013-71 entitled "Resolution Approving Request For City Assistance For 'Blues Fest'", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2013-71 is contained in the City Administrator's book entitled Council Resolutions 19.

**Fire Relief Association Bylaws Modification** – City Administrator Prafke recommended approval of a modification to the Fire Relief Association bylaws related to retirement and payment of the member's service pension. Prafke reported that approval of the change would not have an impact on City funding for the pensions. In motion by Zieman, seconded by Eichmann, Resolution No. 2013-72 entitled "Resolution Accepting Updated Fire Relief Association Bylaws", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2013-72 is contained in the City Administrator's book entitled Council Resolutions 19.

**School District #508 Memorandum of Understanding** – City Administrator Prafke recommended approval be provided for execution of a memorandum of understanding between the City and School District #508 for provision of youth programs by the City's Recreation and Leisure Services Department on behalf of the Community Education Department of the School District. Prafke pointed out the agreement has been in place since 2004 when the School District saw reduced funding from the State for provision of certain programs which the City could provide at a lesser cost. In motion by Kvamme, seconded by Brand, Resolution No. 2013-73 entitled "Resolution Authorizing Execution Of Youth Development Memorandum Of Understanding", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2013-73 is contained in the City Administrator's book entitled Council Resolutions 19.

**City/School District #508 Statement of Understanding** – City Administrator Prafke recommended approval be provided for execution of a statement of understanding between the City and School District #508 outlining how the two organizations will work together. Prafke noted the essence of the document remains unchanged from its creation in 1998. In motion by Eichmann, seconded by Carlin, Resolution No. 2013-74 entitled "Resolution Authorizing Execution Of City/School District #508 Statement Of Understanding", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2013-74 is contained in the City Administrator's book entitled Council Resolutions 19.

**Business License Applications** – City Administrator Prafke recommended approval of several business licenses for the new owner of the former Willy's Bar. Prafke noted nothing was found in the background investigation of applicant Jamie Erickson that would prohibit issuance of licenses for Erickson's Sports Bar. In motion by Carlin, seconded by Eichmann, Resolution No. 2013-75 entitled "Resolution Approving New Business License Applications", was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2013-75 is contained in the City Administrator's book entitled Council Resolutions 19.

**Reports**

**Mayor's Reports** - Mayor Strand reported on his recent activities which included the Board of Appeal and Equalization meeting; providing the welcome at the Special Olympics event on May 5<sup>th</sup>; attending Region Nine Development Commission meetings; and attending a Fire Department Relief Association quarterly meeting. Strand also noted that the Fire Department had displayed the new pumper truck in the parking lot of the Community Center prior to the Council meeting.

**City/County Committee Meeting Discussion** – City Administrator Prafke and Councilmember Pfeifer reported on discussion at the recent City/County meeting which included new projects in Saint Peter, the new compost site; development of the new County campus on the former Ruttle's site; seal coating, Gardner Road, and CSAH 20. Prafke noted new County Administrator Ryan Krosch attended for the first time.

**City/School/Gustavus Committee Meeting Discussion** – City Administrator Prafke and Councilmembers Kvamme and Brand reported on discussion at the City/School/Gustavus meeting which included land use, long term planning, the Broadway corridor west to Sunrise; the Gustavus development priority list; School District #508 facility study; and transit changes.

**Spring Clean-Up Activities** – City Administrator Prafke reminded everyone of the household hazardous waste collection, electronics, appliance and bike recycling collection activities that will take place at the Wastewater Treatment Plant on May 18<sup>th</sup>.

Councilmember Carlin expressed her appreciation to the Saint Peter Fire Department for their efforts to protect her home and family and that of a neighboring property, both of which abutted a property that was recently destroyed by fire.

There being no further business, a motion was made by Pfeifer, seconded by Brand, to adjourn. With all in favor, the motion carried and the meeting adjourned at 7:51 p.m.

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Timothy Strand  
Mayor

ATTEST:

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Todd Prafke  
City Administrator

**CITY OF SAINT PETER, MINNESOTA**

**OFFICIAL PROCEEDINGS**

**MINUTES OF THE SPECIAL CITY COUNCIL MEETING  
MAY 20, 2013**

Pursuant to due call and notice thereof, a special meeting of the City Council of the City of Saint Peter was conducted in the St. Peter Room of the Community Center on May 20, 2013.

A quorum present, Mayor Strand called the meeting to order at 5:30 p.m. The following members were present: Councilmembers Pfeifer, Kvamme, Eichmann, Zieman, Brand, Carlin and Mayor Strand. The following official was present: City Administrator Prafke.

**Closed Session: Land Acquisition Negotiations** – City Administrator Prafke requested a closed session as allowed under State law to discuss land acquisition negotiations related to the Washington Avenue Link Project.

In motion by Carlin, seconded by Pfeifer, Resolution No. 2013-76 entitled "Resolution Calling For Closed Session" was introduced. Upon roll call, with all in favor, the Resolution was declared passed and adopted. A complete copy of Resolution No. 2013-76 is contained in the City Administrator's book entitled Council Resolutions 19.

The Council adjourned to closed session at 5:34 p.m.

The Council returned to open session at 5:46 p.m.

There being no further business, a motion was made by Pfeifer, seconded by Brand, to adjourn. With all in favor, the motion carried and the meeting adjourned at 5:46 p.m.

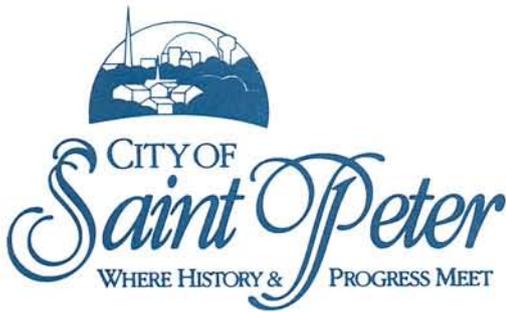
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Timothy Strand  
Mayor

ATTEST:

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Todd Prafke  
City Administrator



## Memorandum

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

**DATE:** 5/22/13

**FROM:** Todd Prafke  
City Administrator

**RE:** Housing Tax Increment Financing District Public Hearing

### **ACTION/RECOMMENDATION**

None needed.

### **BACKGROUND**

A public hearing has been scheduled at this time to receive comment on the proposed establishment of a Housing Tax Increment Financing District No. 1-19 which will encompass Parcel #19.701.3135 (former hospital/nursing home block) and Parcel #19.791.3410 (the parking lot south of the old hospital block).

Councilmembers may recall that originally this was planned to be established as a redevelopment district and a public hearing was conducted on April 22<sup>nd</sup>. During that hearing, staff recommended the area be established as a housing Tax Increment Financing District, which required another public hearing which was scheduled for May 28<sup>th</sup>.

Notice of the hearing has been duly published in the St. Peter Herald as required by State Statute. It is appropriate at this time to accept public comment on the proposed Tax Increment Financing District.

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

TP/bal

## 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.

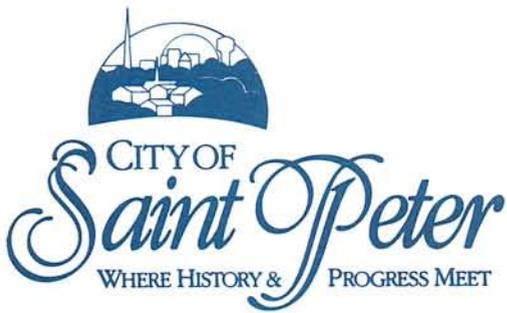
The Mayor will conduct the public hearing. He/she will explain the procedure to be followed before the hearing begins. The public will be allowed to participate and must follow the rules of conduct. Hearings are formal proceedings and will be conducted as such. While everyone will be given an opportunity 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.



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATE:** May 22, 2013

**FROM:** Lewis Giesking  
Director of Public Works

**RE:** Main Lift Station Pump #2 Repair

### **ACTION/RECOMMENDATION**

Accept quote from Quality Flow Systems of New Prague, Minnesota for repairs to KSB Lift Pump #2 in the amount of \$13,624.71.

### **BACKGROUND**

During the annual preventive maintenance inspection with Quality Flow Systems it was identified that KSB Pump #2 had water in the oil chamber (cloudy oil). Water in the oil chamber is an indicator that a seal has failed allowing water past the shaft contaminating the lubricating system. The pump had not shown any signs of deficiency in performance so it is believed that the routine inspection may have helped substantially limit damage to the shaft and bearings.

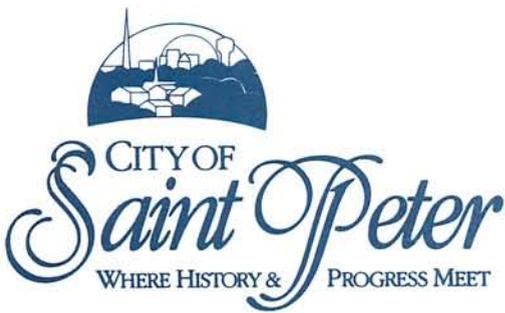
Quality Flow Systems investigated the issue and identified that an obstruction (baby wipes) was apparent in the volute causing the upper and lower seals to fail. The baby wipes have been a major cause of pump failures and continue to cause plugged sewers throughout our collection system. (The "wipes" adhere to each other creating a ball of material in the sewer system.) In the future, staff may need to either install a grinder or a different style of trash pump to be able to deal with the baby wipes and debris received at the lift station. Our South Lift Station currently has a grinder on the influent line to deal with such debris.

In accordance with the purchasing policy, staff requested formal written proposals from three pump companies, Quality Flow Systems, General Repair and Electric Pump, all who are capable of completing the repairs. Staff requested formal written proposals from all three but only Quality Flow supplied a quote in the amount of \$13,624.71. Quality Flow Systems is the authorized distributor and area representative for KSB pumps and has the knowledge and background of our pump installation and operation. Staff recommends repairing the existing pump thru Quality Flow Systems. A new replacement pump would cost \$60,000-\$65,000.

Repair funds are allocated in the 2013 Wastewater Budget.

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

LGG



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATE:** May 20, 2013

**FROM:** Lewis Giesking *Lew*  
Director of Public Works

**RE:** Purchase and Hauling of Seal Coat Chip Stone for Street Maintenance

### ACTION/RECOMMENDATION

Approve the purchase of 1,700 tons of seal coat chip stone from New Ulm Quartzite for \$34,485.00, sales tax included. Furthermore, approve the delivery of the seal coat chip stone by Northland Valley for a total amount of \$6,795.00.

### BACKGROUND

The 2013 Streets Maintenance Program is in need of additional chip stone. It is estimated that an additional 1,500 tons of chip stone will need to be added to the City's existing stock of seal coat chip stone that will complete the 2013 seal coating program. A list of this year's seal coat program is attached. Staff is recommending the purchase of stone from a single vendor, New Ulm Quartzite. Their particular type of crushed granite stone, a 19/64 diameter, has a sharper edge, when placed in the tack oil, has a higher grade of durability. Pea rock, which is perfectly round, has a tendency to roll. This type of Quartzite stone is only found at New Ulm Quartzite, Northland Valley, and Johnson Aggregate, -Two trucking firms who had verbal quotes to haul the stone are listed below. Because of fuel and labor costs it is more economical to have semi-trucks haul the material than utilize city equipment and staff. The trucks that the vendors have can haul 20 plus tons each, while the City's tandem dump trucks can only haul 10-12 tons each. Listed below are the per ton costs for both materials and hauling.

<u>Vendor</u>	<u>Per Ton w/ Tax</u>	<u>Total</u>
Material: New Ulm Quartzite (chip stone)	\$22.99	\$34,485.00
Trucking: Northland Valley	\$4.53	\$6,795.00
Johnson Aggregate	\$4.60	\$6,900.00

#### **Fiscal Impact:**

The 2013 Street Maintenance Budget identifies \$44,000.00 for the purchase of seal coat chip stone.

#### **Alternatives and Variations:**

Do Not Act: Staff will not order chip stone.

Negative Vote: Staff will await further direction regarding the purchase of seal coat chip stone.

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



**TO:** Todd Prafke  
City Administrator

**DATE:** 5/23/2013

**FROM:** Cindy Moulton *Cindy*  
Administrative Secretary

**RE:** Licenses

**ACTION/RECOMMENDATION**

Provide approval of licenses.

**BACKGROUND**

The City has received annual and temporary license applications for City Council approval.

The bars, restaurants, liquor stores and convenience stores have submitted renewal applications for their On Sale, Sunday, Off Sale, and 3.2 On and Off Sale Beer licenses. The licensing period will be in effect from July 1, 2013 – June 30, 2014.

Mankato Landshapes, Inc. has submitted a renewal application for a Tree Worker's license. The licensing period would be May 29, 2013 – April 30, 2014.

Lone Star BBQ and Grill has applied for a Show License in order to hold public performances at their restaurant located at 408 South Third. The licensing period would be in effect from May 29, 2013 – December 31, 2013.

There are several events taking place this summer at a variety of locations. The City has received a number of temporary license applications by businesses/people wanting to participate in these events; Soft Drink, On Sale 3.2 Beer, Dance and On Sale Liquor. The dates vary depending on the event.

Please place these items on the May 28, 2013 City Council consent agenda.

**FISCAL IMPACT:**

None other than receipt of the permit fees.

**ALTERNATIVES/VARIATIONS:**

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

Denial: The applicants will be informed of the Council decision.

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 these agenda items.



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATE:** May 22, 2013

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

A handwritten signature in blue ink, appearing to read "PO", is placed to the right of the "FROM:" line.

**RE:** Transit Coordinator

The Finance department has an opening in the transit coordinator position since the resignation of the prior employee. After interviewing the top candidate, we have selected Wayne Albers.

I would ask that the City Council approve Mr. Albers to the position of Transit Coordinator at a salary of \$17.79 per hour, contingent on the successful completion of the pre-employment drug and alcohol testing. He will be available to start June 17th.

Following the successful completion of his six month probation period, there will be a probationary raise.

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



**TO:** Todd Prafke  
City Administrator

**DATE:** 05/21/13

**FROM:** Jane Timmerman  
Recreation Director

A handwritten signature in black ink, appearing to be "JT", is written over the name Jane Timmerman.

**RE:** Part-time Circulation Clerk appointment

**ACTION/RECOMMENDATION**

Approve the appointments of Cynthia Tackett and Joanne Melton to the part-time position of Circulation Clerk at the wage rate of \$7.84 per hour. After satisfactory completion of six months probation, provide a step increase.

**BACKGROUND**

The recruitment process for the replacement of a circulation clerk in the St. Peter Public Library has been completed. Lead Librarian Doug Wolfe and Assistant Lead Librarian Anissa Sandland interviewed three candidates.

With two strong candidates for the position, staff recommends hiring both candidates and dividing the available hours to provide for flexibility in scheduling and planning for the future when one of the circulation clerks plans to leave sometime this fall.

Staff recommends the appointment of Cynthia Tackett and Joanne Melton to the part-time position of Circulation Clerk. Both candidates meet all the requirements needed for this position.

**FISCAL IMPACT:**

These are replacement positions and are included in the 2013 Library budget.

**ALTERNATIVES/VARIATIONS:**

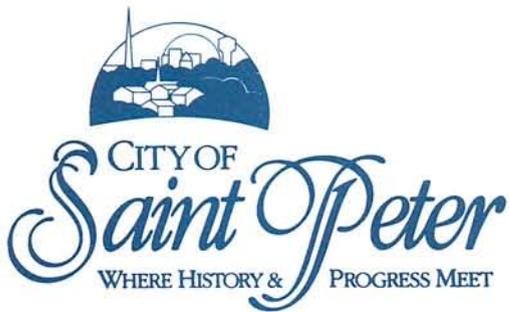
Do not act: Staff will wait for further direction from the Council.

Negative Votes: No further action will be taken without additional direction from the 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 about this agenda item.

JT/



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATE:** 5/21/2013

**FROM:** Matt Peters  
Chief of Police

**RE:** Surplus Property Declaration

### **ACTION/RECOMMENDATION**

Declare the following as surplus property.

### **BACKGROUND**

A Yamaha Model YAM5HN0090 mini bike, blue in color with serial number JYACB03Y82A017453, property card 14843 was found inside a stolen trailer. The owner of the trailer did not own the stolen property inside the trailer. After prolonged investigation the owner of the mini bike has not been located. Once the property has been declared surplus, the Police Department will dispose of the property via public auction utilizing the MN Department of Administration "MinnBid" online auction service.

Any funds received from the sale of the property, minus the Department of Administration fee, will become General Fund revenue.

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

MP

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
4 THE TEAM, LLC	jeff f clothing allowance	WASTE WATER FUND	ADMIN AND GENERAL	13.00
			TOTAL:	13.00
A PLUS SECURITY, INC.	final pmt surveilance syst	COMMUNITY CENTER	COMMUNITY CENTER	14,994.30
			TOTAL:	14,994.30
A. H. HERMEL WHOLESALE	concessions	COMMUNITY CENTER	COMMUNITY CENTER	322.58
			TOTAL:	322.58
THE ACTIVE NETWORK, INC	new cc processing, ipads r	GENERAL FUND	RECREATION/LEISURE SER	566.44
			TOTAL:	566.44
AFFILIATED CREDIT SERVICES	april collections	ELECTRIC FUND	CUSTOMER ACCOUNTS	60.48
			TOTAL:	60.48
AFFORDABLE JETTING INC.	jettted floor drain	GENERAL FUND	STREETS	37.50
	jettted floor drain	GENERAL FUND	PARKS	30.00
	jettted floor drain	WATER	ADMIN AND GENERAL	15.00
	jettted floor drain	WASTE WATER FUND	ADMIN AND GENERAL	15.00
	jettted floor drain	ENVIRON SERVICES F	ADMIN AND GENERAL	15.00
	jettted pw floor drain	ELECTRIC FUND	ADMIN AND GENERAL	37.50
			TOTAL:	150.00
ARROW ACE HARDWARE INC	letters,recept,bolts,bit,r	GENERAL FUND	FIRE	82.00
	hose barb	GENERAL FUND	STREETS	0.85
	broom,.bulbs,shear,roller,	GENERAL FUND	PARKS	74.15
	hose barb	GENERAL FUND	PARKS	0.85
	fan stand 16" w/remote	COMMUNITY CENTER	COMMUNITY CENTER	41.67
	pipe clnr,elbo,keystem,see	WATER	PURIFICATION AND TREAT	21.35
	hose barb	WATER	DISTRIBUTION AND STORA	0.43
	nipple,teflon,tee,flshlt,s	WATER	DISTRIBUTION AND STORA	117.92
	pvc, air hndlg unit	WASTE WATER FUND	BIOSOLIDS	38.58
	hose barb	WASTE WATER FUND	SOURCE/TREATMENT	0.43
	samplr rep cement,primer,a	WASTE WATER FUND	SOURCE/TREATMENT	15.99
	dowels & tubing	WASTE WATER FUND	SOURCE/TREATMENT	6.12
	hose barb	ENVIRON SERVICES F	REFUSE DISPOSAL	0.43
	chain saw chains & silicon	ENVIRON SERVICES F	REFUSE DISPOSAL	62.72
	air filters	ELECTRIC FUND	POWER PRODUCTION	89.65
	hose barb	ELECTRIC FUND	POWER DISTRIBUTION	0.85
	hose barb	STORMWATER FUND	TREATMENT	0.42
	5 gal paint pail	STORMWATER FUND	TREATMENT	19.21
	floor clnr	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	26.71
			TOTAL:	600.33
BOLTON & MENK INC	staff mtg	GENERAL FUND	STREETS	52.50
	msa admin	GENERAL FUND	STREETS	630.00
	standard details	GENERAL FUND	STREETS	213.00
	staff mtg	GENERAL FUND	PARKS	42.00
	3/16-4/12 north end 169 op	PERM IMPROVMENT RE	STREETS	2,880.00
	old mn/st julien3/16-4/12	PERM IMPROVMENT RE	STREETS	2,602.50
	washington ave link	PERM IMPROVMENT RE	STREETS	42,602.50
	n 3rd st improvements	WATER	CAPITAL-WATER DISTRIBU	5,328.00
	staff mtg	WATER	ADMIN AND GENERAL	21.00
	n 3rd st improvements	WASTE WATER FUND	CAPITAL-COLLECTOR SYST	5,328.00
	wwtp tuck pt	WASTE WATER FUND	CAPITAL-TREATMENT SYST	155.00
	staff mtg	WASTE WATER FUND	ADMIN AND GENERAL	21.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	3/16-4/12new compost site	ENVIRON SERVICES F	ADMIN AND GENERAL	1,912.50
	staff mtg	ENVIRON SERVICES F	ADMIN AND GENERAL	21.00
	staff mtg	ELECTRIC FUND	ADMIN AND GENERAL	52.50
	n 3rd st improvements	STORMWATER FUND	CAPITAL-COLL SYS/LIFT	5,328.00
	pk row	STORMWATER FUND	COLLECTIONS/LIFT STATI	517.50
			TOTAL:	67,707.00
CARQUEST AUTO PARTS STORES	#110 wiper blade	GENERAL FUND	POLICE	12.90
	filters	GENERAL FUND	POLICE	15.06
	brk fluid,pkug,sealer,fuse	GENERAL FUND	STREETS	26.68
	4" yellow grommet	GENERAL FUND	STREETS	47.22
	blowr motor,couplr body,sw	GENERAL FUND	PARKS	78.46
	brk fluid,pkug,sealer,fuse	GENERAL FUND	PARKS	26.68
	#6 door handle	GENERAL FUND	PARKS	17.77
	fabricut,headlts	WATER	DISTRIBUTION AND STORA	321.13
	brk fluid,pkug,sealer,fuse	WATER	DISTRIBUTION AND STORA	13.34
	brk fluid,pkug,sealer,fuse	WASTE WATER FUND	SOURCE/TREATMENT	13.34
	brk fluid,pkug,sealer,fuse	ENVIRON SERVICES F	REFUSE DISPOSAL	13.34
	coupler,jack	ENVIRON SERVICES F	REFUSE DISPOSAL	80.11
	epoxy	ELECTRIC FUND	POWER DISTRIBUTION	7.47
	brk fluid,pkug,sealer,fuse	ELECTRIC FUND	POWER DISTRIBUTION	26.68
	#708 sway bar link	ELECTRIC FUND	POWER DISTRIBUTION	71.69
	coupler	STORMWATER FUND	TREATMENT	2.44
	brk fluid,pkug,sealer,fuse	STORMWATER FUND	TREATMENT	13.36
	#11 wiper blades	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	44.80
	#10 marker lamp	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	2.60
	#12 switches	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	32.30
			TOTAL:	867.37
CENTERPOINT ENERGY MINNEGASCO	gas apr '13	GENERAL FUND	FIRE	446.02
	gas apr '13	GENERAL FUND	STREETS	380.52
	gas apr '13	GENERAL FUND	SWIMMING POOL	19.24
	gas apr '13	GENERAL FUND	PARKS	304.41
	gas apr '13	LIBRARY FUND	LIBRARY	965.15
	gas apr '13	COMMUNITY CENTER	COMMUNITY CENTER	2,401.01
	gas apr '13	WATER	PURIFICATION AND TREAT	1,605.78
	gas apr '13	WATER	PURIFICATION AND TREAT	297.34
	gas apr '13	WATER	ADMIN AND GENERAL	152.21
	gas apr '13	WASTE WATER FUND	COLLECTOR/LIFT STAT	12.82
	gas apr '13	WASTE WATER FUND	SOURCE/TREATMENT	6,303.48
	gas apr '13	WASTE WATER FUND	ADMIN AND GENERAL	152.21
	gas apr '13	ENVIRON SERVICES F	ADMIN AND GENERAL	152.20
	gas apr '13	ELECTRIC FUND	ADMIN AND GENERAL	380.52
			TOTAL:	13,572.91
CINTAS CORPORATION #754	apr uniforms	ELECTRIC FUND	ADMIN AND GENERAL	545.94
			TOTAL:	545.94
CINTAS FIRST AID & SAFETY	vehicle kits & cold packs	GENERAL FUND	STREETS	49.66
	first aid supplies	GENERAL FUND	RECREATION/LEISURE SER	70.29
	vehicle kits & cold packs	GENERAL FUND	PARKS	39.73
	vehicle kits & cold packs	WATER	ADMIN AND GENERAL	19.86
	vehicle kits & cold packs	WASTE WATER FUND	ADMIN AND GENERAL	19.86
	vehicle kits & cold packs	ENVIRON SERVICES F	ADMIN AND GENERAL	19.86
	vehicle kits & cold packs	ELECTRIC FUND	ADMIN AND GENERAL	49.66
			TOTAL:	268.92

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
COLE PAPERS INC	tissues,towels,clnr,gloves	GENERAL FUND	CITY ADMINISTRATION	51.98
	tissues,towels,clnr,gloves	GENERAL FUND	CITY CLERK	51.98
	tissues,towels,clnr,gloves	GENERAL FUND	FINANCE	34.65
	tissues,towels,clnr,gloves	GENERAL FUND	POLICE	27.72
	tissues,towels,clnr,gloves	GENERAL FUND	BUILDING INSPECTOR	13.86
	tissues,towels,clnr,gloves	GENERAL FUND	PUBLIC WORKS ADMIN	6.93
	tt,cups,box towels,napkins	GENERAL FUND	STREETS	71.98
	tt,cups,box towels,napkins	GENERAL FUND	PARKS	71.98
	tissues,towels,clnr,gloves	GENERAL FUND	ECONOMIC DEVMT	3.47
	gym floor refinish materia	COMMUNITY CENTER	COMMUNITY CENTER	3,598.73
	tt,cups,box towels,napkins	WATER	DISTRIBUTION AND STORA	35.99
	tissues,towels,clnr,gloves	WATER	ADMIN AND GENERAL	31.19
	tt,cups,box towels,napkins	WASTE WATER FUND	SOURCE/TREATMENT	35.99
	tissues,towels,clnr,gloves	WASTE WATER FUND	ADMIN AND GENERAL	31.18
	tt,cups,box towels,napkins	ENVIRON SERVICES F	REFUSE DISPOSAL	35.99
	tt,cups,box towels,napkins	ELECTRIC FUND	POWER DISTRIBUTION	71.98
	tissues,towels,clnr,gloves	ELECTRIC FUND	ADMIN AND GENERAL	93.56
	tt,cups,box towels,napkins	STORMWATER FUND	TREATMENT	36.01
			TOTAL:	4,305.17
	COLOR DYNAMICS LLC	2013 pool painting final p	2013 EQUIPMENT CER	SWIMMING POOL
			TOTAL:	7,844.00
COMPUTER TECHNOLOGY SOLUTIONS, INC.	add'l ram for windows upgr	GENERAL FUND	POLICE	288.57
	add'l ram for windows upgr	GENERAL FUND	POLICE	32.06
	add'l ram for windows upgr	GENERAL FUND	PUBLIC WORKS ADMIN	121.84
	add'l ram for windows upgr	GENERAL FUND	RECREATION/LEISURE SER	121.84
	add'l ram for windows upgr	GENERAL FUND	RECREATION/LEISURE SER	83.36
	12 library computers	LIBRARY FUND	LIBRARY	7,200.00
	wireless access ports to e	COMMUNITY CENTER	COMMUNITY CENTER	343.26
	add'l ram for windows upgr	WATER	ADMIN AND GENERAL	32.06
	add'l ram for windows upgr	WASTE WATER FUND	ADMIN AND GENERAL	64.13
	add'l ram for windows upgr	STORMWATER FUND	ADMINISTRATION AND GEN	32.06
			TOTAL:	8,319.18
CONNECT BUSINESS MAGAZINE	full clr ad--thank you col	GENERAL FUND	ECONOMIC DEVMT	439.00
			TOTAL:	439.00
COP STOP SHOP	duty shirts	GENERAL FUND	POLICE	103.98
			TOTAL:	103.98
COPIER BUSINESS SOLUTIONS	contract overage4/10-5/9	GENERAL FUND	RECREATION/LEISURE SER	55.33
	contract overage4/10-5/9	COMMUNITY CENTER	COMMUNITY CENTER	55.33
			TOTAL:	110.66
CREDIT RIVER TOOLS	funnel,led under hood ligh	GENERAL FUND	STREETS	42.30
	funnel,led under hood ligh	GENERAL FUND	PARKS	42.30
	funnel,led under hood ligh	WATER	DISTRIBUTION AND STORA	21.15
	funnel,led under hood ligh	WASTE WATER FUND	SOURCE/TREATMENT	21.15
	funnel,led under hood ligh	ENVIRON SERVICES F	REFUSE DISPOSAL	21.15
	funnel,led under hood ligh	ELECTRIC FUND	POWER DISTRIBUTION	42.30
	funnel,led under hood ligh	STORMWATER FUND	TREATMENT	21.15
		TOTAL:	211.50	
CULLIGAN	muni bldg softener rental	GENERAL FUND	MUNICIPAL BUILDING	28.05
			TOTAL:	28.05

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CUSTOM FIRE APPARATUS, INC.	pumper truck Peterbilt 175	FIRE CALLS	FIRE	38,937.00
	pumper truck Peterbilt 175 2013	EQUIPMENT CER	FIRE	410,000.00
	TOTAL:			448,937.00
DEMCO, INC.	processing supplies,misc s	LIBRARY FUND	LIBRARY	281.19
	TOTAL:			281.19
DON'S APPLIANCE & TV	replace washing machine	COMMUNITY CENTER	COMMUNITY CENTER	758.80
	TOTAL:			758.80
DRANTTEL SALES & SERVICE	brush cutter blades	ENVIRON SERVICES F	REFUSE DISPOSAL	64.13
	TOTAL:			64.13
ECONO FOODS	tide	GENERAL FUND	FIRE	22.41
	senior dance food	GENERAL FUND	SENIOR COORDINATOR	42.74
	return cheese	GENERAL FUND	SENIOR COORDINATOR	4.49-
	daddy-daughter balloons,su	GENERAL FUND	RECREATION/LEISURE SER	58.06
	tennis treats	GENERAL FUND	RECREATION/LEISURE SER	7.06
	salt,water	WASTE WATER FUND	SOURCE/TREATMENT	7.79
	training lunch	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	13.99
	TOTAL:			147.56
ED'S PLUMBING	wall hung stool	GENERAL FUND	PARKS	787.51
	TOTAL:			787.51
ENVIRONMENTAL RESOURCE ASSOCIATES	lab qc & qa	WASTE WATER FUND	SOURCE/TREATMENT	500.00
	lab qc & qa	WASTE WATER FUND	SOURCE/TREATMENT	517.20
	TOTAL:			1,017.20
ERICKSON OIL PRODUCTS INC	apr fuel	GENERAL FUND	POLICE	63.10
	apr fuel	WATER	SOURCE OF SUPPLY	8.69
	apr fuel	WATER	PURIFICATION AND TREAT	13.03
	apr fuel	WATER	DISTRIBUTION AND STORA	65.13
	apr fuel	WASTE WATER FUND	COLLECTOR/LIFT STAT	92.81
	apr fuel	STORMWATER FUND	TREATMENT	119.84
	TOTAL:			362.60
ESS BROTHERS & SONS, INC.	concave stormwater gutter	STORMWATER FUND	COLLECTIONS/LIFT STATI	2,715.69
	TOTAL:			2,715.69
FASTENAL COMPANY	transit garage floor repai	GENERAL FUND	MUNICIPAL BUILDING	322.83
	piggy back disconnects	GENERAL FUND	STREETS	4.70
	piggy back disconnects	GENERAL FUND	PARKS	4.70
	hex cap screw,insert lock	GENERAL FUND	PARKS	4.51
	jeff scoreboard fuses	GENERAL FUND	PARKS	5.08
	hand tap	GENERAL FUND	PARKS	5.95
	saw blades for fence remov	GENERAL FUND	PARKS	60.98
	jeff fields, nylon cable t	GENERAL FUND	PARKS	13.53
	piggy back disconnects	WATER	DISTRIBUTION AND STORA	2.35
	individual web slings-lift	WATER	DISTRIBUTION AND STORA	101.32
	piggy back disconnects	WASTE WATER FUND	SOURCE/TREATMENT	2.35
	piggy back disconnects	ENVIRON SERVICES F	REFUSE DISPOSAL	2.35
	tools	ELECTRIC FUND	POWER DISTRIBUTION	128.01
	piggy back disconnects	ELECTRIC FUND	POWER DISTRIBUTION	4.70
	tool	ELECTRIC FUND	POWER DISTRIBUTION	17.76
	piggy back disconnects	STORMWATER FUND	TREATMENT	2.36

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	683.48
FERGUSON WATERWORKS #2516	direct read meter	WATER	NON-DEPARTMENTAL	363.38
	meter gaskets	WATER	DISTRIBUTION AND STORA	2.43
	strap,tool,cap,mold	WATER	DISTRIBUTION AND STORA	242.66
			TOTAL:	608.47
FIRST SECURITY BANK - SLEEPY EYE	2009a spcc refunding bond	COMMUNITY CENTER B	DEBT SERVICE PAYMENTS	39,292.50
			TOTAL:	39,292.50
THE FREE PRESS	2013 renewal	GENERAL FUND	STREETS	53.45
	2013 renewal	GENERAL FUND	PARKS	42.76
	2013 renewal	WATER	ADMIN AND GENERAL	21.38
	2013 renewal	WASTE WATER FUND	ADMIN AND GENERAL	21.38
	2013 renewal	ENVIRON SERVICES F	ADMIN AND GENERAL	21.38
	2013 renewal	ELECTRIC FUND	ADMIN AND GENERAL	53.45
			TOTAL:	213.80
GENERATIONS PHOTOGRAPHY & VINYL CREATI	logos & unit numbers	GENERAL FUND	BUILDING INSPECTOR	25.00
	logos & unit numbers	GENERAL FUND	STREETS	2.00
	logos & unit numbers	GENERAL FUND	PARKS	2.00
	logos & unit numbers	GENERAL FUND	PARKS	10.00
	logos & unit numbers	WATER	DISTRIBUTION AND STORA	1.00
	logos & unit numbers	WASTE WATER FUND	SOURCE/TREATMENT	1.00
	logos & unit numbers	ENVIRON SERVICES F	REFUSE DISPOSAL	1.00
	logos & unit numbers	ELECTRIC FUND	POWER DISTRIBUTION	2.00
	logos & unit numbers	STORMWATER FUND	TREATMENT	1.00
	logos & unit numbers	STORMWATER FUND	TREATMENT	30.00
			TOTAL:	75.00
LEWIS GIESKING	april mileage	GENERAL FUND	PUBLIC WORKS ADMIN	9.44
	lions club dues	GENERAL FUND	PUBLIC WORKS ADMIN	80.00
	may 1-20 mileage, mpwa con	GENERAL FUND	PUBLIC WORKS ADMIN	200.86
	april mileage	GENERAL FUND	STREETS	2.19
	april mileage	GENERAL FUND	STREETS	86.84
	may 1-20 mileage	GENERAL FUND	STREETS	2.01
	may 1-20 mileage	GENERAL FUND	STREETS	1.92
	april mileage	GENERAL FUND	PARKS	2.19
	may 1-20 mileage	GENERAL FUND	PARKS	1.60
	april mileage	WATER	DISTRIBUTION AND STORA	1.10
	may 1-20 mileage	WATER	ADMIN AND GENERAL	0.80
	april mileage	WASTE WATER FUND	SOURCE/TREATMENT	1.10
	may 1-20 mileage	WASTE WATER FUND	ADMIN AND GENERAL	0.80
	april mileage	ENVIRON SERVICES F	REFUSE DISPOSAL	1.10
	april mileage	ENVIRON SERVICES F	ADMIN AND GENERAL	14.29
	may 1-20 mileage	ENVIRON SERVICES F	ADMIN AND GENERAL	0.80
	may 1-20 mileage	ENVIRON SERVICES F	ADMIN AND GENERAL	24.07
	april mileage	ELECTRIC FUND	POWER DISTRIBUTION	2.19
	april mileage	ELECTRIC FUND	ADMIN AND GENERAL	6.50
	may 1-20 mileage	ELECTRIC FUND	ADMIN AND GENERAL	2.01
	may 1-20 mileage,smmpa mtg	ELECTRIC FUND	ADMIN AND GENERAL	168.94
	april mileage	STORMWATER FUND	TREATMENT	1.09
	april mileage	STORMWATER FUND	ADMINISTRATION AND GEN	6.10
	may 1-20 mileage	STORMWATER FUND	ADMINISTRATION AND GEN	1.92
			TOTAL:	619.86

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
GILLUND ENTERPRISES INC	ac guard seal	GENERAL FUND	STREETS	20.42	
	ac guard seal	GENERAL FUND	PARKS	20.42	
	ac guard seal	WATER	DISTRIBUTION AND STORA	10.21	
	ac guard seal	WASTE WATER FUND	SOURCE/TREATMENT	10.21	
	ac guard seal	ENVIRON SERVICES F	REFUSE DISPOSAL	10.21	
	ac guard seal	ELECTRIC FUND	POWER DISTRIBUTION	20.42	
	ac guard seal	STORMWATER FUND	TREATMENT	10.20	
			TOTAL:		102.09
GRAINGER	floodlights	GENERAL FUND	FIRE	106.31	
			TOTAL:	106.31	
GRAYMONT WESTERN LIME INC.	high calcium quicklime	WASTE WATER FUND	BIOSOLIDS	4,377.44	
			TOTAL:	4,377.44	
GUSTAVUS ADOLPHUS COLLEGE P.O.	april 2013 postage	GENERAL FUND	CITY ADMINISTRATION	38.56	
	april 2013 postage	GENERAL FUND	CITY CLERK	22.93	
	april 2013 postage	GENERAL FUND	FINANCE	136.17	
	april 2013 postage	GENERAL FUND	POLICE	35.86	
	april 2013 postage	GENERAL FUND	FIRE	2.04	
	april 2013 postage	GENERAL FUND	BUILDING INSPECTOR	11.02	
	april 2013 postage	GENERAL FUND	PUBLIC WORKS ADMIN	58.47	
	april 2013 postage	GENERAL FUND	RECREATION/LEISURE SER	41.00	
	april 2013 postage	GENERAL FUND	ECONOMIC DEVMT	67.00	
	april 2013 postage	LIBRARY FUND	LIBRARY	1.02	
	april 2013 postage	PUBLIC ACCESS	PUBLIC ACCESS	0.51	
	april 2013 postage	WATER	CUSTOMER ACCOUNTS	85.48	
	april 2013 postage	WASTE WATER FUND	ADMIN AND GENERAL	2.64	
	april 2013 postage	WASTE WATER FUND	CUSTOMER ACCOUNTS	85.48	
	april 2013 postage	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	85.48	
	april 2013 postage	ELECTRIC FUND	CUSTOMER ACCOUNTS	85.48	
	april 2013 postage	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	11.56	
			TOTAL:		770.70
	HAWKINS, INC.	ferric chloride	WASTE WATER FUND	SOURCE/TREATMENT	4,909.72
			TOTAL:	4,909.72	
INFRATECH	mini cam keyboard cable w/	WASTE WATER FUND	COLLECTOR/LIFT STAT	93.08	
			TOTAL:	93.08	
INGRAM BOOK COMPANY	adult fiction	LIBRARY FUND	LIBRARY	358.55	
	adult non-fiction	LIBRARY FUND	LIBRARY	96.68	
	children's materials	LIBRARY FUND	LIBRARY	92.55	
			TOTAL:	547.78	
JLS DISTRIBUTING, INC	motor oil additive,fuel cl	GENERAL FUND	STREETS	36.55	
	motor oil additive,fuel cl	GENERAL FUND	PARKS	36.55	
	motor oil additive,fuel cl	WATER	DISTRIBUTION AND STORA	18.28	
	motor oil additive,fuel cl	WASTE WATER FUND	SOURCE/TREATMENT	18.28	
	motor oil additive,fuel cl	ENVIRON SERVICES F	REFUSE DISPOSAL	18.28	
	motor oil additive,fuel cl	ELECTRIC FUND	POWER DISTRIBUTION	36.55	
	motor oil additive,fuel cl	STORMWATER FUND	TREATMENT	18.26	
			TOTAL:		182.75
JOHN E REID & ASSOCIATES	3 day class bill,jay,mike	GENERAL FUND	POLICE	1,260.00	
			TOTAL:	1,260.00	

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
KIND VETERINARY CLINIC PA	apr vet svc	GENERAL FUND	COMMUNITY SERVICE	368.09
	apr paws vet svc	RESTRICTED CONTRIB	COMMUNITY SERVICE	<u>438.04</u>
			TOTAL:	806.13
KWIK TRIP INC	apr fuel	GENERAL FUND	POLICE	2,298.76
	apr fuel	GENERAL FUND	BUILDING INSPECTOR	125.83
	apr fuel	GENERAL FUND	PARKS	338.17
	apr fuel	WATER	SOURCE OF SUPPLY	9.06
	apr fuel	WATER	PURIFICATION AND TREAT	13.59
	apr fuel	WATER	DISTRIBUTION AND STORA	67.98
	apr fuel	WASTE WATER FUND	COLLECTOR/LIFT STAT	62.22
	apr fuel	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	<u>3,099.36</u>
			TOTAL:	6,014.97
LE CENTER LEADER	2013 subscription renewal	LIBRARY FUND	LIBRARY	<u>49.40</u>
			TOTAL:	49.40
LEAGUE OF MINNESOTA CITIES	mayor/council conf registr	GENERAL FUND	MAYOR & COUNCIL	<u>295.00</u>
			TOTAL:	295.00
LEXIS NEXIS	april '13 subscription	GENERAL FUND	POLICE	<u>100.00</u>
			TOTAL:	100.00
LJP ENTERPRISES INC	apr waste svc	COMMUNITY CENTER	COMMUNITY CENTER	444.46
	apr waste svc	WATER	PURIFICATION AND TREAT	99.42
	apr waste svc	WASTE WATER FUND	SOURCE/TREATMENT	128.31
	apr waste svc	ENVIRON SERVICES F	REFUSE DISPOSAL	<u>956.54</u>
			TOTAL:	1,628.73
LOCATORS & SUPPLIES, INC.	safety vest	ELECTRIC FUND	ADMIN AND GENERAL	<u>67.84</u>
			TOTAL:	67.84
MACQUEEN EQUIPMENT INC	outer/inner rear noz rubbe	GENERAL FUND	STREETS	<u>83.05</u>
			TOTAL:	83.05
MADDEN, GALANTER, HANSEN, LLP	4/1-4/30/ labor relations	GENERAL FUND	CITY ADMINISTRATION	<u>36.39</u>
			TOTAL:	36.39
MARY'S FLOWERS	funeral plant	GENERAL FUND	FIRE	40.00
	funeral plant	ENVIRON SERVICES F	ADMIN AND GENERAL	<u>10.00</u>
			TOTAL:	50.00
MATHESON TRI-GAS INC	aluminum bleacher	GENERAL FUND	PARKS	<u>35.01</u>
			TOTAL:	35.01
MENARDS	cord, flaring tool,nut,val	GENERAL FUND	PARKS	<u>95.58</u>
			TOTAL:	95.58
DEREK MEYER	summit pk chks#40,42,58,65	PERM IMPROVMENT RE	STREETS	<u>48.00</u>
			TOTAL:	48.00
MISC VENDOR	DEVERGORA, ESTHER	cancel furniture pick-up	ENVIRON SERVICES F NON-DEPARTMENTAL	34.00
	HAROLD KRUEGER	senior dance entertainment	GENERAL FUND SENIOR COORDINATOR	125.00
	U OF M LANDSCAPE ARBOR	midwest ext compost school	ENVIRON SERVICES F ADMIN AND GENERAL	<u>455.00</u>
			TOTAL:	614.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MN DEPT OF LABOR & INDUSTRY	boiler cert	COMMUNITY CENTER	COMMUNITY CENTER	10.00
	annual elevator permit	COMMUNITY CENTER	COMMUNITY CENTER	100.00
	TOTAL:			110.00
MN DEPT OF TRANSPORTATION	return unused Fed Hwy \$	TORNADO	COLLECTOR STREET REPAI	29,019.57
	TOTAL:			29,019.57
MN ELEVATOR, INC.	annual billing svc wwtf ma	WASTE WATER FUND	SOURCE/TREATMENT	2,091.71
	TOTAL:			2,091.71
MN IRON & METAL COMPANY	25' aluminum for bleacher	GENERAL FUND	PARKS	45.96
	TOTAL:			45.96
MN PIPE & EQUIPMENT	1" copper tubing	WATER	NON-DEPARTMENTAL	919.13
	meter w/rr	WATER	NON-DEPARTMENTAL	971.39
	TOTAL:			1,890.52
MN WASTE PROCESSING	april disposal	ENVIRON SERVICES F	REFUSE DISPOSAL	14,553.95
	TOTAL:			14,553.95
PETE MOULTON	nobel hall,flow test,paint	WATER	ADMIN AND GENERAL	9.61
	ace denver flight,bag fees	WATER	ADMIN AND GENERAL	192.80
	tmobile insp,ops discuss,	WASTE WATER FUND	ADMIN AND GENERAL	7.91
	meal steve bushman mtg	WASTE WATER FUND	ADMIN AND GENERAL	24.00
	rochester smmpa mtg	ELECTRIC FUND	ADMIN AND GENERAL	111.87
	ops,site insp,sidewalk rep	STORMWATER FUND	ADMINISTRATION AND GEN	33.33
	meal mpca storm audit mtg	STORMWATER FUND	ADMINISTRATION AND GEN	25.00
	TOTAL:			404.52
MVTL LABORATORIES INC	aerobic plate ct testing	WASTE WATER FUND	SOURCE/TREATMENT	26.00
	TOTAL:			26.00
MWOA	mwoa lab workshop 6/27/13	WASTE WATER FUND	ADMIN AND GENERAL	70.00
	TOTAL:			70.00
NAPA AUTO PARTS OF ST PETER	#412,199,rotor kits,ign co	GENERAL FUND	POLICE	839.40
	headlamp,wiper blades	GENERAL FUND	STREETS	5.15
	headlamp,wiper blades	GENERAL FUND	PARKS	4.12
	#313 led rocker switches	GENERAL FUND	PARKS	14.39
	#22brk pads, pin kit	WATER	DISTRIBUTION AND STORA	45.37
	headlamp,wiper blades	WATER	ADMIN AND GENERAL	2.06
	headlamp,wiper blades	WASTE WATER FUND	ADMIN AND GENERAL	2.06
	#28,47b battery, battery	ENVIRON SERVICES F	REFUSE DISPOSAL	297.47
	headlamp,wiper blades	ENVIRON SERVICES F	ADMIN AND GENERAL	2.06
	#708 brake rotor hub,pads,	ELECTRIC FUND	POWER DISTRIBUTION	487.68
	headlamp,wiper blades	ELECTRIC FUND	ADMIN AND GENERAL	5.15
	#10,11,12brk parts, altern	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	484.78
	TOTAL:			2,189.69
NASH FINCH CO.	abatement assist per agree	GENERAL FUND	ECONOMIC DEVMT	25,000.00
	TOTAL:			25,000.00
JAMES NEARY	mileage--mkto,a/c 609 cert	GENERAL FUND	FIRE	56.95
	TOTAL:			56.95
NELSON PRINTING COMPANY	dog license app	GENERAL FUND	CITY CLERK	76.42
	TOTAL:			76.42

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	markers	GENERAL FUND	FIRE	5.07
	stamper	GENERAL FUND	RECREATION/LEISURE SER	6.20
	soccer labels	GENERAL FUND	RECREATION/LEISURE SER	12.22
	pool tickets	GENERAL FUND	SWIMMING POOL	53.22
	return shipping	GENERAL FUND	PARKS	14.98
	letterhead	GENERAL FUND	ECONOMIC DEVMT	299.25
	return shipping cues,uv	WASTE WATER FUND	COLLECTOR/LIFT STAT	59.24
	return shipping	ELECTRIC FUND	ADMIN AND GENERAL	20.73
			TOTAL:	547.33
NICOLLET COUNTY RECORDER/ABSTRACTER	wash link plat #2 recordin	GENERAL FUND	ECONOMIC DEVMT	56.00
			TOTAL:	56.00
NICOLLET COUNTY BANK	ach transfers	GENERAL FUND	FINANCE	6.13
	final pmt 430 ritt st bldg	TORNADO DISASTER R	DEBT SERVICE PAYMENTS	145,000.00
	final pmt 430 ritt st bldg	TORNADO DISASTER R	DEBT SERVICE PAYMENTS	8,430.93
	2010 equip cert	2010 EQUIPMENT CER	DEBT SERVICE PAYMENTS	30,400.00
	2010 equip cert	2010 EQUIPMENT CER	DEBT SERVICE PAYMENTS	2,964.00
	ach transfers	WATER	ADMIN AND GENERAL	1.53
	ach transfers	WATER	CUSTOMER ACCOUNTS	11.64
	ach transfers	WASTE WATER FUND	ADMIN AND GENERAL	1.53
	ach transfers	WASTE WATER FUND	CUSTOMER ACCOUNTS	11.64
	ach transfers	ENVIRON SERVICES F	ADMIN AND GENERAL	1.53
	ach transfers	ENVIRON SERVICES F	CUSTOMER ACCOUNTS	11.64
	ach transfers	ELECTRIC FUND	ADMIN AND GENERAL	1.53
	ach transfers	ELECTRIC FUND	CUSTOMER ACCOUNTS	11.63
			TOTAL:	186,853.73
NICOLLET COUNTY PUBLIC HEALTH	may/june 2013 newsletters	GENERAL FUND	SENIOR COORDINATOR	144.34
			TOTAL:	144.34
NICOLLET COUNTY SENIOR SERVICES	apr contract sr ctr prog c	GENERAL FUND	SENIOR COORDINATOR	2,300.00
			TOTAL:	2,300.00
NIXLE LLC	nixle communication renewa	GENERAL FUND	POLICE	1,590.00
			TOTAL:	1,590.00
NORTH CENTRAL INTERNATIONAL	filters	GENERAL FUND	NON-DEPARTMENTAL	59.52
	filters	GENERAL FUND	NON-DEPARTMENTAL	32.36
	air filters	GENERAL FUND	NON-DEPARTMENTAL	18.72
	mech bay light	GENERAL FUND	STREETS	20.25
	mirror & cable clamps	GENERAL FUND	STREETS	4.18
	mech bay light	GENERAL FUND	PARKS	20.25
	mirror & cable clamps	GENERAL FUND	PARKS	4.18
	mech bay light	WATER	DISTRIBUTION AND STORA	10.13
	mirror & cable clamps	WATER	DISTRIBUTION AND STORA	2.09
	mech bay light	WASTE WATER FUND	SOURCE/TREATMENT	10.13
	mirror & cable clamps	WASTE WATER FUND	SOURCE/TREATMENT	2.09
	mech bay light	ENVIRON SERVICES F	REFUSE DISPOSAL	10.13
	mirror & cable clamps	ENVIRON SERVICES F	REFUSE DISPOSAL	2.09
	mech bay light	ELECTRIC FUND	POWER DISTRIBUTION	20.25
	mirror & cable clamps	ELECTRIC FUND	POWER DISTRIBUTION	4.18
	mech bay light	STORMWATER FUND	TREATMENT	10.11
	mirror & cable clamps	STORMWATER FUND	TREATMENT	2.09
			TOTAL:	232.75

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
NORTH CENTRAL LABORATORIES	reagents	WASTE WATER FUND	SOURCE/TREATMENT	576.56
			TOTAL:	576.56
NUTTER CLOTHING CO	uniform allow travis s,mat	GENERAL FUND	POLICE	662.75
			TOTAL:	662.75
PEPSI-COLA OF MANKATO INC	concessions	COMMUNITY CENTER	COMMUNITY CENTER	425.55
			TOTAL:	425.55
QUICK MART ST PETER	april fuel	GENERAL FUND	POLICE	557.50
	april fuel	GENERAL FUND	FIRE	331.37
			TOTAL:	888.87
RACO INDUSTRIES, INC.	receipt paper rolls	LIBRARY FUND	LIBRARY	183.98
			TOTAL:	183.98
RAMY TURF PRODUCTS	seed	ELECTRIC FUND	POWER DISTRIBUTION	155.52
			TOTAL:	155.52
RED WING SHOE STORE	safety shoes dave g	GENERAL FUND	PUBLIC WORKS ADMIN	134.99
			TOTAL:	134.99
RETROPIT RECYCLING	8' lamp boxes cip spring	ELECTRIC FUND	POWER DISTRIBUTION	21.55
			TOTAL:	21.55
RIVER'S EDGE HOSPITAL & CLINIC	drug & alcohol testing	GENERAL FUND	POLICE	41.50
	drug & alcohol testing	GENERAL FUND	FIRE	29.00
	drug & alcohol testing	GENERAL FUND	STREETS	29.00
	drug & alcohol testing	GENERAL FUND	PARKS	58.00
	drug & alcohol testing	COMMUNITY CENTER	COMMUNITY CENTER	93.00
	drug & alcohol testing	WATER	ADMIN AND GENERAL	58.00
	drug & alcohol testing	WASTE WATER FUND	ADMIN AND GENERAL	29.00
	drug & alcohol testing	ELECTRIC FUND	ADMIN AND GENERAL	29.00
	drug & alcohol testing	STORMWATER FUND	ADMINISTRATION AND GEN	58.00
	drug & alcohol testing	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	64.00
			TOTAL:	488.50
KEITH RUFFING	hotel, meal	GENERAL FUND	POLICE	192.99
			TOTAL:	192.99
TRAVIS SANDLAND	phone	GENERAL FUND	POLICE	100.00
			TOTAL:	100.00
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

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	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
SIMPLEX GRINNELL	fire pnl batt, 2power supp	COMMUNITY CENTER	COMMUNITY CENTER	256.50
	fire/sprnklr test,inspect	COMMUNITY CENTER	COMMUNITY CENTER	2,318.97
			TOTAL:	2,575.47
SOUTHERN MN CONSTRUCTION CO INC	roll athletic fields jeff,	GENERAL FUND	PARKS	1,065.00
			TOTAL:	1,065.00
SOUTHERN MN INSPECTION CO.	inspections	GENERAL FUND	STREETS	36.25
	inspections	GENERAL FUND	STREETS	231.20
	inspections	GENERAL FUND	PARKS	29.00
	inspections	WATER	ADMIN AND GENERAL	14.50
	hoist crane tripod inspect	WASTE WATER FUND	SOURCE/TREATMENT	338.50
	inspections	WASTE WATER FUND	ADMIN AND GENERAL	14.50
	inspections	ENVIRON SERVICES F	ADMIN AND GENERAL	14.50
	inspections	ELECTRIC FUND	ADMIN AND GENERAL	36.25
			TOTAL:	714.70
SOUTHERN MN MUNICIPAL POWER AGENCY	apr smmpa purchased power	ELECTRIC FUND	POWER SUPPLY	548,278.69
			TOTAL:	548,278.69
SPRINT SOLUTIONS, INC.	on call phones 4/15-5/14	WATER	ADMIN AND GENERAL	25.82
	on call phones 4/15-5/14	WASTE WATER FUND	ADMIN AND GENERAL	27.74
	on call phones 4/15-5/14	ELECTRIC FUND	ADMIN AND GENERAL	26.87
			TOTAL:	80.43
ST PETER HERALD	dog license ad	GENERAL FUND	CITY CLERK	49.00
	dispatcher ad	GENERAL FUND	POLICE	124.00
	const wkr ad	GENERAL FUND	STREETS	73.50
	tax abatement hearing	GENERAL FUND	ECONOMIC DEVMT	91.98
	ewing st vacation hearing	GENERAL FUND	ECONOMIC DEVMT	57.60
	tif creation hearing	GENERAL FUND	ECONOMIC DEVMT	446.73
	library clerk ad	LIBRARY FUND	LIBRARY	36.75
	3rd st imp bids	WATER	CAPITAL-WATER DISTRIBU	14.48
	hydrant flushing	WATER	ADMIN AND GENERAL	148.00
	3rd st imp bids	WASTE WATER FUND	CAPITAL-COLLECTOR SYST	14.48
	air pollution bids	ELECTRIC FUND	CAPITAL-DISTRIBUTION S	142.50
	jan 31 correction	ELECTRIC FUND	POWER PRODUCTION	1.00-

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	3rd st imp bids	STORMWATER FUND	CAPITAL-COLL SYS/LIFT	14.49
	transit coord, bus driver	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	98.00
			TOTAL:	1,310.51
ST PETER INSULATED GLASS	west side mtg rm window	GENERAL FUND	FIRE	276.66
			TOTAL:	276.66
ST PETER LUMBER CO	ice melter	GENERAL FUND	MUNICIPAL BUILDING	6.94
	pine,wire channel	GENERAL FUND	FIRE	30.43
	blade	GENERAL FUND	STREETS	2.24
	blade	GENERAL FUND	PARKS	2.24
	water shed wood,screws,glu	GENERAL FUND	PARKS	314.19
	blade	WATER	DISTRIBUTION AND STORA	1.12
	pipe sealant & tape	WATER	DISTRIBUTION AND STORA	7.46
	treated wood,laundry tub	WASTE WATER FUND	BIOSOLIDS	50.82
	blade	WASTE WATER FUND	SOURCE/TREATMENT	1.12
	blade	ENVIRON SERVICES F	REFUSE DISPOSAL	1.12
	blade	ELECTRIC FUND	POWER DISTRIBUTION	2.24
	blade	STORMWATER FUND	TREATMENT	1.13
			TOTAL:	421.05
ST PETER RENTAL CENTER	wacker rammer gas cap	ELECTRIC FUND	POWER DISTRIBUTION	17.58
			TOTAL:	17.58
ST PETER SENIOR CENTER	boomer&beyond expo registe	GENERAL FUND	SENIOR COORDINATOR	75.00
			TOTAL:	75.00
STATE INDUSTRIAL PRODUCTS	case morning fresh	COMMUNITY CENTER	COMMUNITY CENTER	284.48
			TOTAL:	284.48
STUART C. IRBY CO.	glove testing	ELECTRIC FUND	POWER DISTRIBUTION	206.36
			TOTAL:	206.36
SUMMIT PARK MHC LLC	21,4,-6:36,8:40,2,4,6:52,8	PERM IMPROVMENT RE	STREETS	4,125.00
			TOTAL:	4,125.00
TELIN TRANSPORTATION GROUP	#9 door mechanism	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	453.66
	#11 safety switch for lift	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	62.79
			TOTAL:	516.45
TIGERDIRECT.COM	monitor for travis	GENERAL FUND	POLICE	160.41
			TOTAL:	160.41
TOPPERS PLUS INC	#22 nerf bar std cab	WATER	DISTRIBUTION AND STORA	320.63
			TOTAL:	320.63
USA BLUE BOOK	manhole lid extractor	STORMWATER FUND	COLLECTIONS/LIFT STATI	232.94
			TOTAL:	232.94
VERIZON WIRELESS	phone svc 4/2-5/1	GENERAL FUND	POLICE	867.20
			TOTAL:	867.20
CHRIS VOELTZ	renew ww operator cert	WATER	ADMIN AND GENERAL	23.00
			TOTAL:	23.00
VON ESSEN TOWING	tow jeep from minnetonka	GENERAL FUND	POLICE	290.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	#311 toro mower tire repai	GENERAL FUND	PARKS	10.00
	#908 bobcat towing	GENERAL FUND	PARKS	55.00
	mount/bal 6 tires	HEARTLAND TRANSIT	TRANSIT/TRANSPORTATION	75.00
			TOTAL:	430.00
WESCO DISTRIBUTION INC	#472 4" conduit 20' sticks	ELECTRIC FUND	NON-DEPARTMENTAL	7,700.13
	seal dispensing tool	ELECTRIC FUND	POWER DISTRIBUTION	55.49
	adhesive	ELECTRIC FUND	POWER DISTRIBUTION	58.58
			TOTAL:	7,814.20
WILSON DEVELOPMENT SERVICES, LLC	project trust funds	PERM IMPROVMENT RE STREETS		10,000.00
			TOTAL:	10,000.00
TOM WINSELL	2013 spring semester	GENERAL FUND	POLICE	1,883.38
			TOTAL:	1,883.38
YOUTH ENRICHMENT LEAGUE	grandmasters of chess	GENERAL FUND	RECREATION/LEISURE SER	750.00
			TOTAL:	750.00
ZEP SALES & SERVICE	hd clnr & degreaser	GENERAL FUND	STREETS	44.89
	hd clnr & degreaser	GENERAL FUND	PARKS	44.89
	hd clnr & degreaser	WATER	DISTRIBUTION AND STORA	22.44
	hd clnr & degreaser	WASTE WATER FUND	SOURCE/TREATMENT	22.44
	hd clnr & degreaser	ENVIRON SERVICES F	REFUSE DISPOSAL	22.44
	hd clnr & degreaser	ELECTRIC FUND	POWER DISTRIBUTION	44.89
	hd clnr & degreaser	STORMWATER FUND	TREATMENT	22.44
			TOTAL:	224.43
ZIEGLER INC	#40 trailer springs	GENERAL FUND	STREETS	10.15
	bucket teeth	ELECTRIC FUND	POWER DISTRIBUTION	144.66
			TOTAL:	154.81

===== FUND TOTALS =====

101	GENERAL FUND	52,632.18
211	LIBRARY FUND	9,267.72
213	PUBLIC ACCESS	0.51
215	FIRE CALLS	38,937.00
217	COMMUNITY CENTER	26,451.57
240	TORNADO DISASTER REV LOAN	153,430.93
317	COMMUNITY CENTER BOND	39,292.50
370	2010 EQUIPMENT CERTIFICAT	33,364.00
401	PERM IMPROVMENT REVOLVING	62,258.00
473	2013 EQUIPMENT CERTIFICAT	417,844.00
499	TORNADO	29,019.57
601	WATER	11,969.19
602	WASTE WATER FUND	26,465.78
603	ENVIRON SERVICES FUND	18,954.96
604	ELECTRIC FUND	559,724.26
606	STORMWATER FUND	9,282.05
610	HEARTLAND TRANSIT	4,473.43
820	RESTRICTED CONTRIBUTIONS	438.04

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 GRAND TOTAL: 1,493,805.69  
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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 budgeted purchases in excess of \$5,000 are hereby approved:

<u>VENDOR</u>	<u>ITEM</u>	<u>PRICE</u>	<u>FUNDING</u>
Quality Flow Systems	Lift Station pump repair	\$13,624.71	Wastewater
New Ulm Quartzite	Seal coat chip stone	\$34,485.00	General
Northland Valley	Trucking costs	\$6,795.00	General

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

ON SALE 3.2 BEER

Godfather's Pizza	225 S MN	7/1/13 – 6/30/14
Great Wall Restaurant	108 S MN	7/1/13 – 6/30/14
Jake's Pizza	119 W Broadway	7/1/13 – 6/30/14

OFF SALE 3.2 BEER

Freedom Valu Center	624 S MN	7/1/13 – 6/30/14
Holiday Stationstores Inc.	123 W St. Julien	7/1/13 – 6/30/14
Kwik Trip	1305 S MN	7/1/13 – 6/30/14
Erickson's Diversified Corp. dba Family Fresh Market	612 S MN	7/1/13 – 6/30/14

WINE

Great Wall Restaurant	108 S MN	7/1/13 – 6/30/14
Jake's Pizza	119 W Broadway	7/1/13 – 6/30/14

ON SALE LIQUOR

American Legion	229 W Nassau	7/1/13 – 6/30/14
City Grille & Pub	814 N MN	7/1/13 – 6/30/14
El Agave	402 S 3rd	7/1/13 – 6/30/14
Embassy Bar	325 S MN	7/1/13 – 6/30/14
Flame Bar	225 W Nassau	7/1/13 – 6/30/14
Gustavus Adolphus College	800 College	7/1/13 – 6/30/14
Kingpin's	1671 S 3rd	7/1/13 – 6/30/14
Lone Star BBQ and Grill	408 S 3rd	7/1/13 – 6/30/14
Patricks On Third	125 S 3rd	7/1/13 – 6/30/14

Red Men Club 412 S 3rd 7/1/13 – 6/30/14

**SUNDAY**

American Legion 229 W Nassau 7/1/13 – 6/30/14  
City Grille & Pub 814 N MN 7/1/13 – 6/30/14  
El Agave 402 S 3rd 7/1/13 – 6/30/14  
Embassy Bar 325 S MN 7/1/13 – 6/30/14  
Flame Bar 225 W Nassau 7/1/13 – 6/30/14  
Gustavus Adolphus College 800 College 7/1/13 – 6/30/14  
Kingpin's 1671 S 3rd 7/1/13 – 6/30/14  
Lone Star BBQ and Grill 408 S 3rd 7/1/13 – 6/30/14  
Patrick's On Third 125 S 3rd 7/1/13 – 6/30/14  
Red Men Club 412 S 3rd 7/1/13 – 6/30/14

**OFF SALE**

City Grille & Pub 814 N MN 7/1/13 – 6/30/14  
El Agave 402 S 3rd 7/1/13 – 6/30/14  
Embassy Bar 325 S MN 7/1/13 – 6/30/14  
Flame Bar 225 W Nassau 7/1/13 – 6/30/14  
MGM Liquor Warehouse 100 N MN 7/1/13 – 6/30/14  
Patrick's On Third 125 S 3rd 7/1/13 – 6/30/14  
Erickson's Diversified Corp. 612 S MN 7/1/13 – 6/30/14  
dba The Market Wine and Spirits

**TEMPORARY SOFT DRINK**

St. Peter Jaycees MN Square 6/8/13  
St. Peter Chamber MN Square 7/4/13  
Greek Gourmet MN Square 6/1/13, 7/4/13, 9/7/13  
& 9/8/13

**TEMPORARY ON SALE 3.2 BEER**

St. Peter Baseball Assn. 500 W Skaro 5/29/13 – 9/26/13  
St. Peter Chamber MN Square 7/4/13

**SHOW LICENSE**

Lone Star BBQ and Grill 408 S 3rd 5/29/13 – 12/31/13

**TEMPORARY DANCE**

Red Men Club 412 S 3rd 7/3/13 & 8/17/13  
(fenced in parking lot)

**TEMPORARY ON SALE LIQUOR**

Red Men Club 412 S 3rd 7/3/13 & 8/17/13  
(fenced in parking lot)

**TREE WORKER LICENSE**

Mankato Landshapes Inc. 5/28/13 – 4/30/14

3. The following found item is hereby declared as surplus property and staff is directed to dispose of the item through public auction:

Yamaha Model YAM5HN0090 mini bike, blue, SN# JYACB03Y82A017453

4. The following employee appointments are hereby approved at the wages indicated subject to successful completion of any required background investigations and pre-employment physical and/or drug testing:

<b>NAME</b>	<b>POSITION</b>	<b>WAGE</b>
Wayne Albers	Transit Coordinator	\$17.79/hour
Cynthia Tackett	Part-time Library Circulation Clerk	\$7.84/hour
Joanne Melton	Part-time Library Circulation Clerk	\$7.84/hour

5. The schedule of disbursements for May 9, 2013 through May 22, 2013 is hereby approved.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota this 28th day of May, 2013.

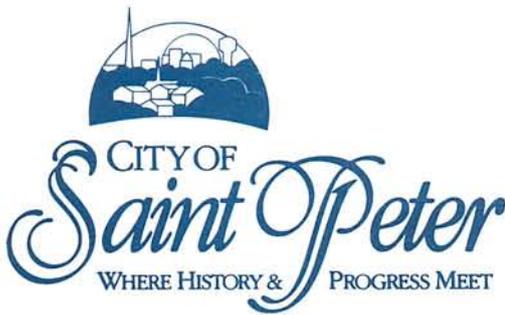
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Timothy Strand  
Mayor

ATTEST:

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Todd Prafke  
City Administrator



## Memorandum

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

**DATE:** 5/23/13

**FROM:** Todd Prafke  
City Administrator

**RE:** Housing Tax Increment Financing District No. 1-19

### **ACTION/RECOMMENDATION**

Approve the attached resolution authorizing the Mayor and City Administrator to sign documents approving the TIF plan and establishing TIF District 1-19.

### **BACKGROUND**

The Council has taken numerous actions related to approval for the Park Row Crossing housing project planned with Southwest Minnesota Housing Partnership (SWMHP). Instead of reiterating many of those previous decisions, this memo will focus on the next steps in the process.

Councilmembers have had opportunity to review the 95% plus plans for the development of Park Row Crossing at your last workshop. Based on the positive discussion at the workshop, work has been completed on the drafts of the various actions that are needed to complete the transaction and continue to move the project forward. One last issue related to site development was left open and an answer was provided by the design firm. As you may recall, the question was about South Seventh Street and parking slope. The answer was the sidewalk was moved in one to two feet (1-2') which provides a longer area to make grade thereby reducing the angle of the slope (reducing percent of grade change) in the parking area. There is ample right-of-way to make it work and that solution appears to be the best choice given the grade and circumstances.

Final approval will come in three processes - each having a separate resolution with one being contemplated for Monday evening's meeting.

- The first process is implementation of the TIF District. As you know, a hearing on the district is planned for the meeting on May 28th and then action would be required to establish that district. This is prepared through a combination of efforts including our Fiscal Advisor, TIF Attorney and staff.
- Next is entering into a development agreement which spells out the terms under which SWMHP will develop the property, the number of units, type of building and other issues

specifically related to the development. This agreement was drafted by our Attorney at Briggs and Morgan. Action on this item is planned for your June 10<sup>th</sup> meeting.

- The last action is authorizing the Mayor and City Administrator to enter into a purchase agreement for the properties. Those properties include the block that is known as the Old Hospital Block and about 8,250 sq. of the parking lot that is just south of that location. This agreement was draft by the City Attorney in coordination with the development agreement and action on this item is planned for the June 10<sup>th</sup> meeting

This project is good for the community in that the buildings are specifically designed to meet needs that were identified in the Housing Study that was completed in the fall of 2012. Those needs are in a couple of different areas, the most significant of which is helping to reduce a rental vacancy rate that is less than 1%. It also addresses priorities set by the Council, through portions of its design, to be more attractive to young families.

#### **FISCAL IMPACT:**

There is a fiscal impact to this decision. The impact is the TIF incentives provided as outlined in Mr. Sweeney's memo and the TIF agreement. We will however, receive a small portion of TIF funds to cover our reporting and administrative costs and will have additional utility sales.

#### **ALTERNATIVES AND VARIATIONS**

Do not act. Staff will wait for additional direction from the Council.

Negative vote. Staff will inform all the parties and wait for additional directions.

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

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

TP/bal



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Email: shannon@daviddrown.com

May 23, 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 in early summer, the City Council previously initiated the creation of a tax increment financing district. On Tuesday, May 28, 2013 the City Council will be holding a public hearing regarding the creation of Tax Increment Financing District No. 1-19. As a part of this process, and following the public hearing, the City Council will be asked to act on a resolution creating Tax Increment Financing District No. 1-19. It is anticipated that a development agreement providing specific terms of assistance for the project will be presented for Council action at the June 10, 2013 meeting.

Enclosed for Council review and consideration is a draft of the Tax Increment Financing Plan for Tax Increment Financing District No. 1-19, and a draft resolution providing for the adoption of the tax increment financing plan.

I will be available at the public hearing 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'.

Shannon Sweeney  
David Drown Associates, Inc.

# City of Saint Peter, Minnesota

## Tax Increment Financing Plan for Tax Increment Financing District No. 1- 19 (Park Row Crossing Project)

To Be Adopted: May 28, 2013



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# Tax Increment Financing Plan for Tax Increment Financing District No. 1- 19

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## Section 1      Definitions

The terms defined in this section have the meanings given herein, unless the context in which they are used indicates a different meaning:

- "Authority" means the City Council of the City of Saint Peter, Minnesota.
- "City" means the City of Saint Peter, Minnesota.
- "City Council" means the City Council of the City of Saint Peter, Minnesota.
- "County" means Nicollet County, Minnesota.
- "County Board" means the County Board of the County.
- "Developer" means any person undertaking construction or renovation of taxable property within the Project Area, including the Southwest MN Housing Partnership.
- "Project" means the Development Program for Municipal Development District No. 1.
- "Project Area" means the geographic area of the Project.
- "Public Costs" means the costs of land acquisition, public and site improvements, repayment of debt service on tax increment bonds, and other eligible costs as set forth in the Development Program and Tax Increment Financing Plan(s).
- "School District" means the Independent School District No. 508
- "State" means the State of Minnesota.
- "TIF Act" means Minnesota Statutes, Sections 469.174 through 469.1799, both inclusive.
- "TIF District" means Tax Increment Financing District No. 1-19.
- "TIF Plan" means the tax increment financing plan for the TIF District (this document).

## Section 2      Statement of Need and Public Purpose

There is a need for new development within the corporate limits of the City to provide employment opportunities, to improve the tax base and to improve the general economy of the state.

## Section 3      Statutory Authorization

The Authority is empowered under the provisions of the TIF Act to establish a tax increment financing district.

## Section 4      Statement of Objectives

The objectives of this tax increment financing plan are consistent with the objectives outlined in the Development Program.

## Section 5      Specific Development Expected to Occur in the TIF District

A developer is proposing to acquire and redevelop the property that previously held the community hospital and nursing home. The new development would consist of low income rental housing units developed by the Southwest MN Housing Partnership. The City is intending to utilize tax increments generated by the proposed redevelopment to assist in paying the public costs associated with the project.

**Section 6 Property to be Included in the TIF District**

The TIF District includes the former hospital and nursing home site and adjoining parking area. A map showing the location of the TIF District is provided in Exhibit 1. A complete listing of parcels, together with valuation and other statistics, is included in Exhibit 2.

The area encompassed by the TIF District shall also include all street rights-of-way and utility or drainage easements located upon or adjacent to the property described in Exhibits 1 and 2.

**Section 7 Estimated Sources and Uses of Funds (Public Costs)**

The estimated costs of the proposed development in the TIF District which are eligible for reimbursement with tax increments of the TIF District and the projected sources of revenue available to fund these costs are summarized below.

**Uses of Funds (Public Costs)**

<u>Capital Costs:</u>	
Land Acquisition	350,000
Streets & Sidewalks	200,000
Utilities	200,000
Site Improvements	<u>1,000,000</u>
	<b>\$1,750,000</b>
 <u>Finance Costs:</u>	
Bond & Note Interest Payments	<u>512,820</u>
Subtotal Finance Costs	<b>\$512,820</b>
 <u>Administrative Costs</u>	
Administration funded with TIF	223,647
Administration funded with other	<u>0</u>
	<b>\$223,647</b>
 <b>Total Uses of Funds</b>	 <b>\$2,486,467</b>

**Sources of Funds**

Tax Increments	\$2,236,467
Interest Earnings	<u>250,000</u>
 <b>Total Sources of Funds</b>	 <b>\$2,486,467</b>

The Authority reserves the right to adjust the amount of any of the line items listed above or to incorporate additional eligible items, so long as the total estimated public cost is not increased.

**Section 8 Estimated Impact on Other Taxing Jurisdictions**

Exhibit 4 shows the estimated impact on other taxing jurisdictions if the projected Retained Captured Net Tax Capacity of the TIF District were hypothetically available to the other jurisdictions. The Authority believes that there will be no adverse impact on other taxing jurisdictions during the life of the TIF District, since only limited development would have occurred without the establishment of the TIF District and the provision of public assistance. A positive impact on other taxing jurisdictions will occur when the TIF District is decertified and the development therein becomes part of the general tax base

**Section 9 Fiscal and economic implications**

M.S. Section 469.175 Subdivision 2(b) requires a specific description of the fiscal and economic implications of the proposed TIF District on city operations, plus an estimate of the total TIF to be generated over the life of the TIF District attributable to each taxing jurisdiction.

City Service Costs: The City is intending to capture tax increments from the project to assist in the construction of affordable rental housing within the community. Demands on other City services are expected to be handled without significant increases to public costs. City utilities are operated on a fee for service basis so usage revenues will cover increased costs. Impacts on police, fire and administrative costs are expected to be negligible.

While the City may issue debt in connection with this project, it is not expected to be in an amount that would impact the City's ability to borrow money for other projects.

TIF Attribution. The City projects TIF collections will total \$2,236,467 over the 26-year life of the TIF District. Of this total, \$913,605 is attributable to the City's share of the tax levy; \$1,000,677 from the County's share of tax levy, and \$311,744 from the School Districts share of tax levy.

**Section 10 Property to be acquired in the TIF District**

The Authority may reimburse the developers or purchasers for the costs of any or all of the property located within the TIF District, and any such acquisition shall be considered authorized by this TIF Plan. Please see Exhibit 2 for a complete listing of parcels.

**Section 11 Estimated Amount of Bonded Indebtedness**

The Authority reserves the right to fund all Project costs using internal funding, general obligation bonds, pay-as-you-go financing or any other financing mechanism authorized by law. The maximum amount of bonds to be funded with tax increment revenues is \$1,750,000.

The Authority may incur "internal debt", including a negative balance in the TIF fund and other internal loans or transfers of funds. All such forms of internal debt are hereby explicitly authorized by this TIF Plan, may include interest at a rate not to exceed the prime rate, may be fully repaid with tax increment revenues or proceeds of tax increment bonds payable from tax increment revenues over the life of the TIF District, and shall be in addition to and not be counted against the debt limit created by this section.

**Section 12 Designation of TIF District as a Housing District (*not qualified*)**

The Tax Increment District qualifies as a housing district. A housing district is a type of tax increment financing district which consists of a project intended for occupancy, in part, by persons or families of low and moderate income. Low and moderate income is defined by federal, state and sometimes local legislation. A housing district may contain and provide assistance to commercial, retail, or other nonresidential uses, as long as the square footage of these uses does not exceed 20% of the total square footage of buildings in the TIF District.

Housing districts are subject to various income limitations. For owner occupied residential property, 95% of the housing units must be initially purchased and occupied by individuals whose family income is less than or equal to the income requirements for qualified mortgage bond projects under Section 143(f) of the Internal Revenue Code. Generally, the initial occupants must have incomes of 100% or less of statewide median income for families of two or less, and 115% of statewide median income for families of three or more. For residential rental property, the property must satisfy the income requirements for a qualified residential rental project as defined in Section 142(d) of the Internal Revenue Code. This requires that at least 40% of the units are rented to families with incomes at or below 60% of county median income, or 20% of the units rented to families with incomes at or below 50% of county median income, adjusted for family size. These requirements apply for the life of the District.

The Authority will assure housing development within the District meets the above criteria. The Authority

reserves the right, however, to remove property from the TIF District to accommodate proposed housing development(s) which do not meet these criteria.

**Section 13 Original Net Tax Capacity**

The County Auditor will certify the Original Net Tax Capacity of the TIF District. The Estimated Market Value of the property in the TIF District as of January 1, 2011, for taxes payable in 2012 is estimated to be \$299,700. The original net tax capacity of the TIF District is estimated to be approximately **\$4,539**.

Each year the County Auditor will certify the amount that the Original Net Tax Capacity has increased or decreased as a result of:

- changes in the tax-exempt status of property;
- reductions or enlargements of the geographic area of the TIF District;
- changes due to stipulation agreements or abatements; or
- changes in classification rates.

**Section 14 Original Local Tax Rate**

The County Auditor shall also certify the Original Local Tax Rate of the TIF District. This rate shall be the sum of all local tax rates that apply to property in the TIF District. This rate shall be for the same taxes payable year as the Original Net Tax Capacity.

In future years, the amount of tax increment generated by the TIF District will be calculated using the lesser of (a) the sum of the current local tax rates at that time or (b) the Original Local Tax Rate of the TIF District.

The sum of all local tax rates that apply to property in the TIF District for taxes levied in 2011 and payable in 2012 is **119.950%**. The final Original Local Tax Rate may be higher or lower than this value, depending upon the final local tax rates for payable 2013.

<u>Taxing Jurisdiction</u>	<u>2011/2012 Local Tax Rate</u>
City of St. Peter	49.00%
Nicollet County	53.67%
School District 508	16.72%
Other	<u>.56%</u>
<b>Total</b>	<b>119.95%</b>

The projected original local tax rate does not include the State of Minnesota property tax rate on commercial, industrial and seasonal recreation property of **51.100% (2012)**, which is *not* captured as tax increment.

**Section 15 Projected Retained Captured Net Tax Capacity and Tax Increment**

Each year the County Auditor will determine the current Net Tax Capacity of all property in the TIF District. To the extent that this total exceeds the Original Net Tax Capacity, the difference is known as the Captured Net Tax Capacity of the TIF District. It is the Authority's intention to retain 100% of the Captured Net Tax Capacity of the TIF District. Such amount shall be known as the Retained Captured Net Tax Capacity of the TIF District.

Exhibit 3 estimates the total amount of retained net captured tax capacity, gross tax increments, adjustments, and the net tax increment revenues which will be available annually and cumulatively over the life of the TIF District.

**Section 16 Statutory Duration of the TIF District**

Housing districts may remain in existence through the end of the 25th year following receipt of the first tax increment, resulting in 26 TIF collections. The Authority anticipates that the TIF District will receive the first increment payment in 2015 and elects to have the first collection year be 2015. The District is expected to remain in existence the maximum duration allowed by law (projected to be through 2040). Modifications of this plan (see Section 28) shall not extend these duration limits.

**Section 17 Use of Tax Increments – Housing Districts**

Tax increments derived from a housing district must be used solely to finance the costs of housing projects defined in Section 12. The cost of public improvements directly related to the housing projects and the allocated administrative expenses of the Authority may be included in the cost of a housing project.

**Section 18 Use of Tax Increments – General**

Each year the county treasurer will deduct an estimated 0.36% of the annual tax increment generated by the TIF District and pay such amount to the state general fund. Such amounts will be appropriated to the state auditor for the cost of financial reporting and auditing of tax increment financing information throughout the state. Exhibit 3 shows the projected deduction for this purpose over the anticipated life of the TIF District.

The Authority has determined that it will use 100% of the remaining tax increment generated by the TIF District for any of the following purposes:

1. pay for the estimated public costs of the TIF District (including administrative expenses, see Section 7) and City administrative costs associated with the TIF District (see Section 22);
2. pay principal and interest on tax increment bonds, notes or other financial obligations issued to finance the public costs of the TIF District;
3. accumulate a reserve securing the payment of tax increment bonds or other bonds issued to finance the public costs of the TIF District;
4. pay all or a portion of the county road costs as may be required by the County Board under M.S. Section 469.175, Subdivision 1a; or
5. return excess tax increments to the County Auditor for redistribution to the City, County and School District in proportion to their local tax capacity rates.

Tax increments from property located in one county must be expended for the direct and primary benefit of a project located within that county, unless both County Boards involved waive this requirement. Tax increments shall not be used to circumvent levy limitations.

Tax increment cannot be used to finance the acquisition, construction, renovation, operation, or maintenance of a building to be used primarily and regularly for conducting the business of a municipality, county, school district, or any other local unit of government or the State or Federal government. This prohibition does not apply to the construction or renovation of a parking structure, a common area used as a public park, or a facility used for social, recreational, or conference purposes and not primarily for conducting the business of the community.

If there exists any type of agreement or arrangement providing for the developer, or other beneficiary of assistance, to repay all or a portion of the assistance that was paid or financed with tax increments, such payments shall be subject to all of the restrictions imposed on the use of tax increments. Assistance includes sales of property at less than the cost of acquisition or fair market value, grants, ground or other leases at less than fair market rent, interest rate subsidies, utility service connections, roads, or other similar assistance that would otherwise be paid for by the developer or beneficiary.

**Section 19 “Green Acres”**

A TIF District may NOT include parcels that qualified as “green acres” in any of the five (5) years preceding the

request for certification, unless 85% of development in the district is restricted to qualified manufacturing or distribution facilities directly related to production of tangible personal property and paying at least 90% of its employees wages equal to or greater than 160% of the federal minimum wage, or the development in the district is a qualified housing project

**Section 20 4-Year Knock-Down Rule**

If after four years from certification of the TIF District no demolition, rehabilitation, renovation, or qualified improvement of an adjacent street has commenced on a parcel located within the TIF District, then that parcel shall be excluded from the TIF District and the Original Net Tax Capacity shall be adjusted accordingly. Qualified improvements of a street are limited to construction or opening of a new street, relocation of a street, or substantial reconstruction or rebuilding of an existing street. The Authority must submit to the County Auditor, by February 1 of the fifth year, evidence that the required activity has taken place for each parcel in the TIF District.

If a parcel is excluded from the TIF District and the Authority or owner of the parcel subsequently commences any of the above activities, the Authority shall certify to the County Auditor that such activity has commenced and the parcel shall once again be included in the TIF District. The County Auditor shall certify the Net Tax Capacity of the parcel, as most recently certified by the Commissioner of Revenue, and add such amount to the Original Net Tax Capacity of the TIF District.

**Section 21 Tax Increment Pooling – 5-year Rule**

At least 80% of the tax increments from the TIF District must be expended on low and moderate income housing activities within the Development District. All administrative expenses are considered to have been spent outside of the District. Tax increments are considered to have been spent within the TIF District if such amounts are:

1. actually paid to a third party for activities performed within the TIF District within five years after certification of the district;
2. used to make payments or reimbursements to a third party under binding contracts for activities performed within the TIF District, which were entered into within five years after certification of the district; or
3. used to pay bonds that were issued and sold to a third party, the proceeds of which are reasonably expected on the date of issuance to be spent within the later of the five-year period or a reasonable temporary period or are deposited in a reasonably required reserve or replacement fund.

Beginning with the sixth year following certification of the TIF District, at least 80% of the tax increments must be used to pay outstanding bonds or make contractual payments obligated within the first five years. When outstanding bonds have been defeased and sufficient money has been set aside to pay for such contractual obligations, the TIF District must be decertified.

The Authority also elects the option provided by M.S. 469.1763 to increase the amount of expenditures permitted outside the District by up to an additional 10%. However, these expenditures are limited to assisting housing which meets the requirements of a low income housing building defined under section 42(c) of the Internal Revenue Code.

The Authority expects that a portion of tax increments may be used for housing expenses elsewhere within the Development District.

**Section 22 Excess Tax Increment**

On December 31st of each year, the Authority must determine the amount of excess increments for the TIF District. See M.S. Section 469.176 subdivision 2 for a complete definition. Excess increments may only be used to:

1. prepay any outstanding tax increment bonds, notes or other obligations;
2. discharge the pledge of tax increments thereon.
3. pay amounts into an escrow account dedicated to the payment of the tax increment bonds, notes or other obligations; or
4. return excess tax increments to the County Auditor for redistribution to the City, County and School District in proportion to their local tax capacity rates. The County Auditor must report to the Commissioner of Education the amount of any excess tax increment redistributed to the School District within 30 days of such redistribution.

Allocation of excess increments must be completed by September 31<sup>st</sup> in the year following the year in which the excess increments were generated.

### **Section 23 Limitation on Administrative Expenses**

Administrative expenses are defined as all costs of the Authority other than:

1. amounts paid for the purchase of land;
2. amounts paid for materials and services, including architectural and engineering services directly connected with the proposed development within the TIF District;
3. relocation benefits paid to, or services provided for, persons or businesses located within the TIF District; or
4. amounts used to pay principal or interest on, fund a reserve for, or sell at a discount, tax increment bonds.
5. amounts used to make payments on other financial obligations used to finance costs outlined above.

Administrative expenses include amounts paid for services provided by bond counsel, fiscal consultants, planning or economic development consultants, and actual costs incurred by the City in administering the TIF District. Tax increments may be used to pay administrative expenses of the TIF District up to the lesser of (a) 10% of the total estimated public costs authorized by the TIF Plan or (b) 10% of the total tax increment expenditures of the project.

### **Section 24 Prior Planned Improvements**

The City shall accompany its request for certification to the County Auditor with a listing of all properties within the TIF District for which building permits have been issued during the 18 months immediately preceding approval of the TIF Plan. The County Auditor shall increase the Original Net Tax Capacity of the TIF District by the Net Tax Capacity of each improvement for which a building permit was issued.

### **Section 25 Development Agreements**

If more than 10% of the acreage of a project (which contains a housing district) is to be acquired by the Authority with proceeds from tax increment bonds then, prior to such acquisition, the Authority must enter into an agreement for the development of the property. Such agreement must provide recourse for the Authority should the development not be completed.

### **Section 26 Exempt from Business Subsidy Laws**

Minnesota Statutes 116J.991 requires an Authority providing a business with a subsidy worth \$25,000 to complete a subsidy approval process. Housing assistance, however, is exempt from the requirements.

### **Section 27 Assessment Agreements**

The Authority may, upon entering into a development agreement, also enter into an assessment agreement with the developer, which establishes a minimum market value of the land and improvements for each year during the life of the TIF District.

The assessment agreement shall be presented to the County or City Assessor who shall review the plans and specifications for the improvements to be constructed, review the market value previously assigned to the land, and so long as the minimum market value contained in the assessment agreement appears to be a reasonable estimate, shall certify the assessment agreement as reasonable. The assessment agreement shall be filed for record in the office of the County Recorder of each county where the property is located. Any modification or premature termination of this agreement must first be approved by the City, and if the project is valued below the minimum market value, also approved by the County and School District.

### **Section 28 Modifications of the Tax Increment Financing Plan**

Any reduction or enlargement in the geographic area of the Project Area or the TIF District; increase in the amount of bonded indebtedness to be incurred; increase in the amount of capitalized interest; increase in that portion of the Captured Net Tax Capacity to be retained by the Authority; increase in the total estimated public costs; or designation of additional property to be acquired by the Authority shall be approved only after satisfying all the necessary requirements for approval of the original TIF Plan. These restrictions do not apply if:

1. the only modification is elimination of parcels from the Project Area or the TIF District; and
2. the current Net Tax Capacity of the parcels eliminated equals or exceeds the Net Tax Capacity of those parcels in the TIF District's Original Net Tax Capacity, or the Authority agrees that the TIF District's Original Net Tax Capacity will be reduced by no more than the current Net Tax Capacity of the parcels eliminated.

The Authority must notify the County Auditor of any modification that reduces or enlarges the geographic area of the Project Area or the TIF District. The geographic area of the TIF District may be reduced but not enlarged after five years following the date of certification.

### **Section 29 Administration of the Tax Increment Financing Plan**

Upon adoption of the TIF Plan, the Authority shall submit a copy of such plan to the State Auditor's Office. The Authority shall also request that the County Auditor certify the Original Net Tax Capacity and Net Tax Capacity Rate of the TIF District. To assist the County Auditor in this process, the Authority shall submit copies of the TIF Plan, the resolution establishing the TIF District and adopting the TIF Plan, and a listing of any prior planned improvements. The Authority shall also send the County Assessor any assessment agreements establishing the minimum market value of land and improvements in the TIF District, and shall request that the County Assessor review and certify any assessment agreements as reasonable.

The County shall distribute to the Authority the amount of tax increment as it becomes available. The amount of tax increment in any year represents the applicable property taxes generated by the Retained Captured Net Tax Capacity of the TIF District. The amount of tax increment may change due to development anticipated by the TIF Plan, other development, inflation of property values, or changes in property classification rates or formulas.

In administering and implementing the TIF Plan, the following actions should occur on an annual basis:

1. Prior to July 1, the Authority shall notify the County Assessor of any new development that has occurred in the TIF District during the past year to insure that the new value will be recorded in a timely manner.
2. If the County Auditor receives the request for certification of a new TIF District, or for modification of an existing TIF District, before July 1, the request shall be recognized in determining local tax rates for the current and subsequent levy years. Requests received on or after July 1 shall be used to determine local tax rates in subsequent years.

Each year the County Auditor shall certify the amount of the Original Net Tax Capacity of the TIF District. The amount certified shall reflect any changes that occur as a result of the following:

- a) the value of property that changes from tax-exempt to taxable shall be added to the Original Net Tax Capacity of the TIF District. The reverse shall also apply;

- b) the Original Net Tax Capacity may be modified by any approved enlargement or reduction of the TIF District;
- c) if the TIF District is classified as an economic development district, then the Original Net Tax Capacity shall be increased by the amount of the annual adjustment factor; and
- d) if laws governing the classification of real property cause changes to the percentage of Estimated Market Value to be applied for property tax purposes, then the resulting increase or decrease in Net Tax Capacity shall be applied proportionately to the Original Net Tax Capacity and the Retained Captured Net Tax Capacity of the TIF District.

The County Auditor shall notify the Authority of all changes made to the Original Net Tax Capacity of the TIF District.

**Section 31 Financial Reporting and Disclosure Requirements**

The Authority is responsible for information and financial reporting on the activities of the TIF District. These responsibilities include:

- 1. Prepare and Publish an Annual Statement. No later than August 1 of each year, the Authority must prepare and publish an annual statement which includes at least the following information:
  - (a) tax increment received and expended in that year
  - (b) Original Net Tax Capacity
  - (c) captured Net Tax Capacity
  - (d) amount of outstanding bonded indebtedness
  - (e) increments paid to other government bodies
  - (f) administrative costs
  - (g) increments paid directly or indirectly outside of the district
  - (h) if a fiscal disparities contribution is computed under section 469.177, Subd. 3(a), the increase in property tax imposed on other properties in the municipality as a result of the fiscal disparities contribution in the manner prescribed by the commissioner of revenue.

A copy of the annual statement must also be provided to the State Auditor, county board and county auditor, school board, and the municipality.

- 2. Prepare an Annual Report. (469.175 Subds. 5 and 6) The State Auditor enforces the provisions of the TIF Act and has full responsibility for financial and compliance auditing of the Authority's use of tax increment financing. The State Auditor's office provides detailed tax increment reporting forms for use in complying with annual reporting requirements. On or before August 1 of each year, the Authority and/or the City must prepare a status and financial report for the TIF District and submit it to the state auditor, the county board, the county auditor, the school board, and the governing body of the municipality, if the municipality is not also the authority.

**Section 32 Findings and Need for Tax Increment Financing**

In establishing the TIF District, the City makes the following findings:

- 1. The TIF District qualifies as a housing district;
  - See Section 12 of this document for the reasons and facts supporting this finding.*
- 2. The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future, and

the increased market value of the site that could reasonably be expected to occur without the use of tax increment would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan;

*The project developer has indicated that TIF assistance is necessary to control certain development costs such that unit rents can be maintained at affordable levels. Without assistance, the developer believes that required rents will exceed affordable levels and the project will not be feasible.*

A comparative analysis of estimated market values both with and without establishment of the TIF District and the use of tax increments has been performed as described above. Such analysis is included as Exhibit 5, and indicates that:

1. *The increase in estimated market value of the proposed developments is \$5,830,000; and*
  2. *The present value of expected tax increments collected over the maximum duration of the TIF District is \$1,121,564; and*
  3. *The expected increased estimated market value of the site without the use of tax increment is \$1,000,000, assuming the land is developed as single-family housing.*
3. The TIF Plan conforms to the general plan for development or redevelopment of the City as a whole.
- The reasons and facts supporting this finding are that the housing developments proposed for the TIF District are generally consistent with the City's development plan and zoning ordinances, and serves to promote the City's development objectives.*
4. The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of the Project Area by private enterprise.
- The reasons and facts supporting this finding are that the development activities are necessary so that development and redevelopment by private enterprise can occur within the Development District.*

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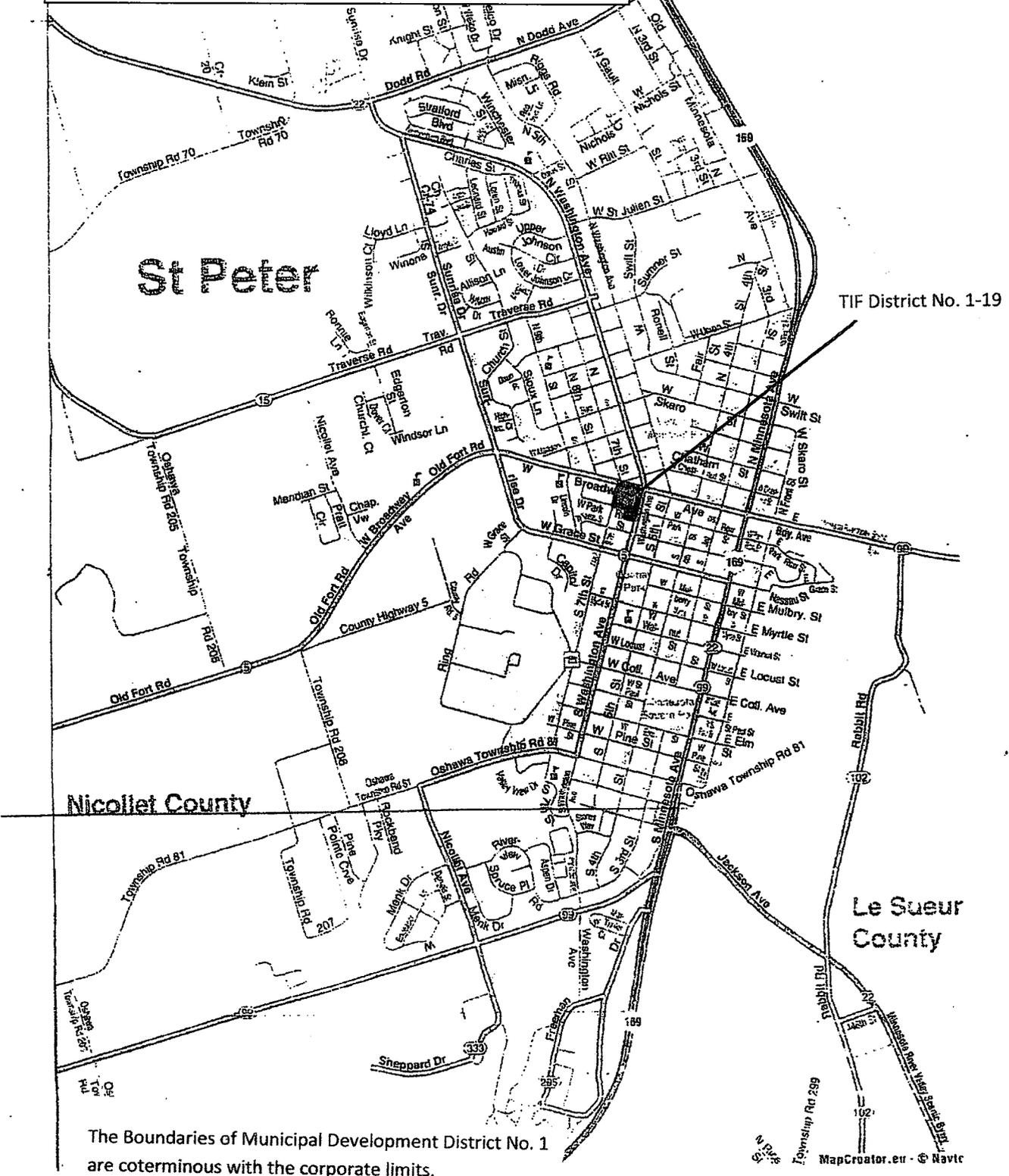
# Exhibits

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Map of Financing District and Project Area..... Exhibit 1  
Parcels and Valuations..... Exhibit 2  
Tax Increment Projections ..... Exhibit 3  
Statement of Fiscal and Economic Impacts..... Exhibit 4  
Market Value Analysis..... Exhibit 5

City of Saint Peter, Minnesota

Tax Increment Financing District No. 1-19



**City of Saint Peter, Minnesota**  
**TIF District No. 1-19**

**Parcel Summary -- Areas, Values & Conditions**

Owner of Record	Current or Former Rail ROW	Apr-13 Land Use	Parcel I.D.#	Pay 13 Land	Pay 13 Building	Total Value	Est. Original Tax Cap.
City of St. Peter	no	vacant	19.701.3135	141,100	-	141,100	2,117
City of St. Peter	no	parking	19.791.3410	158,600	-	158,600	2,422
						-	-
						299,700	4,539

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**City of Saint Peter, Minnesota  
TIF District No. 1-19**

**Tax Increment Projections**

**Valuations & Projected Increases**

	Market	Tax Capacity
Original Values	299,700	4,539
Increased Value: (New Development)	6,100,000	76,250

**Tax Rate Assumptions:**

	2012 Tax Rate
City of St. Peter	49.000%
Nicollet County	53.670%
School District 508	16.720%
Other	0.560%
	<u>119.950%</u>

**Projected Tax Increment**

Payable Year	Original Tax Capacity	Projected Tax Capacity	Net Captured Tax Capacity	Less Fiscal Disparities	Retained Net Captured Tax Capacity	Projected Tax Rate*	Gross Tax Increment	Adjustments		TOTAL NET REVENUES
								10.00% Admin. Retainage	0.36% State Auditor's Deduction	
2013	4,539	4,539	-	-	-	119.95%	-	-	-	-
2014	4,539	4,539	-	-	-	119.95%	-	-	-	-
2015	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
2016	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
2017	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
2018	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
2019	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
2020	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
2021	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
2022	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
2023	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
2024	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
2025	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
2026	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
2027	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
2028	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
2029	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
2030	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
2031	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
2032	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
2033	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
2034	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
2035	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
2036	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
2037	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
2038	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
2039	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
2040	4,539	76,250	71,712	-	71,712	119.95%	86,018	8,602	310	77,106
							<u>2,236,467</u>	<u>223,647</u>	<u>8,051</u>	<u>2,004,769</u>

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**City of Saint Peter, Minnesota  
TIF District No. 1-19**

**STATEMENT OF FISCAL AND ECONOMIC IMPACTS OF PROPOSED TIF DISTRICT**

Taxing Jurisdiction	Without TIF District		With TIF District					
	2012 Taxable Net Tax Capacity <sup>(1)</sup>	2012 Local Tax Rate	2012 Taxable Net Tax Capacity <sup>(1)</sup>	Projected Captured Net Tax Capacity	Hypothetical Tax Generated By TIF	New Taxable Net Tax Capacity	Hypothetical Adjusted Local Tax Rate	Hypothetical Decrease in Tax Rate
City of Saint Peter, Minnesota	4,162,565	49.00%	4,162,565	71,712	35,139	4,234,277	48.170%	0.830%
Nicollet County	28,877,350	53.67%	28,877,350	71,712	38,488	28,949,062	53.537%	0.133%
School District 508	6,841,181	16.72%	6,841,181	71,712	11,990	6,912,893	16.547%	0.173%
Other <sup>(2)</sup>	--	0.56%	--	-	-	--	0.56%	--
<b>Totals</b>		<b>119.95%</b>			<b>85,616</b>		<b>118.814%</b>	<b>1.136%</b>

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**Statement #1** If all of the projected captured net tax capacity of the project were hypothetically available to each taxing jurisdiction if TIF were not used, the tax capacities of each jurisdiction would be increased by the amounts shown above, and the local tax rates of each jurisdiction would be decreased by the amounts shown.

**Statement #2:** As the projected captured tax capacity of the project would not be available without the use of TIF, the tax capacities and tax rates of each jurisdiction will not be affected.

**Statement #3:** The estimated amount of tax increment generated over the life of the TIF District is estimated to be \$2,236,467.

**Statement #4** A description of the probable impact of the TIF District on City services as a result of the creation of this TIF District would include the following: The City will be collecting an estimated \$913,605 in city property tax revenue from the proposed project area and applying it to project related expenses rather than general services such as police, fire, and other services not paid by user fees.

**Statement #5:** The estimated amount of increment attributed to the school districts' tax levies and captured as a result of the creation of this TIF District is \$311,744 for School District 508.

**Statement #6:** The estimated amount of increment attributed to the county tax levy and captured as a result of the creation of this TIF district is \$1,000,677.

<sup>(1)</sup> Taxable net tax capacity = total net tax capacity less value captured in TIF Districts and powerline value.

<sup>(2)</sup> The impacts upon other taxing jurisdictions not included since they represent a small percentage of the total tax rate.

**City of Saint Peter, Minnesota  
TIF District No. 1-19**

**Market Value Analysis**

Increased Market Value of Site	\$ 5,800,300
Less Present Value of TIF Revenues	<u>\$ 1,121,564</u>
Estimated Increased Site Value w/out TIF	\$ 4,678,736
Net Value Increase	<u>\$ 3,678,736</u>

**Present Value of Tax Increments**

Calculation Date: 4/16/2013  
Present Value Factor: 5.00%

#	Year	Gross Tax Increment	Present Value
1	2013	-	-
2	2014	-	-
3	2015	86,018	74,306
4	2016	86,018	70,767
5	2017	86,018	67,397
6	2018	86,018	64,188
7	2019	86,018	61,131
8	2020	86,018	58,220
9	2021	86,018	55,448
10	2022	86,018	52,808
11	2023	86,018	50,293
12	2024	86,018	47,898
13	2025	86,018	45,617
14	2026	86,018	43,445
15	2027	86,018	41,376
16	2028	86,018	39,406
17	2029	86,018	37,529
18	2030	86,018	35,742
19	2031	86,018	34,040
20	2032	86,018	32,419
21	2033	86,018	30,875
22	2034	86,018	29,405
23	2035	86,018	28,005
24	2036	86,018	26,671
25	2037	86,018	25,401
26	2038	86,018	24,192
27	2039	86,018	23,040
28	2040	86,018	21,943
		<u>2,236,467</u>	<u>1,121,564</u>

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2013 -

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

**RESOLUTION APPROVING THE ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 1-19, AND ADOPTION OF THE TAX INCREMENT FINANCING PLAN RELATING THERETO**

WHEREAS, it has been proposed that the City of Saint Peter, Minnesota (the "City"), establish Tax Increment Financing District No. 1-19 and adopt 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 investigated the facts and has caused to be prepared a tax increment financing plan for Tax Increment Financing District No. 1-19; and

WHEREAS, the City has performed all actions required by law to be performed prior to the establishment of Tax Increment Financing District No. 1-19 and the adoption of the tax increment financing plan relating thereto, including, but not limited to, notification of Nicollet County and ISD 508, having taxing jurisdiction over the property to be included in Tax Increment Financing District No. 1-19, and the holding of a public hearing upon published notice as required by law.

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

1. Tax Increment Financing District No. 1-19. The City hereby approves the establishment of Tax Increment Financing District No. 1-19, the boundaries of which are fixed and determined as described in the Tax Increment Financing Plan.
2. Tax Increment Financing Plan. The Tax Increment Financing Plan is adopted as the tax increment financing plan for Tax Increment Financing District No. 1-19, and the City Council makes the following findings:

- a. Tax Increment Financing District No. 1-19 is a housing district as defined in Minnesota Statutes, Section 469.174, Subd. 11.

Criteria for this type of district is described in Section 12 of the Tax Increment Financing Plan. The City will assure all development is in compliance with income limits.

- b. The proposed development, in the opinion of the City Council, would not occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of Tax

Increment Financing District No. 1-19 permitted by the Tax Increment Financing Plan.

The project developer has indicated that TIF assistance is necessary to control certain development costs such that unit rents can be maintained at affordable levels. Without assistance, the developer believes that required rents will exceed affordable levels and the project will not be feasible.

A comparative analysis of estimated market values both with and without establishment of the TIF District and the use of tax increments has been performed as described above. Such analysis indicates that:

1. *The increase in estimated market value of the proposed developments is \$5,830,000; and*
  2. *The present value of expected tax increments collected over the maximum duration of the TIF District is \$1,121,564; and*
  3. *The expected increased estimated market value of the site without the use of tax increment is \$1,000,000, assuming the land is developed as single-family housing.*
- c. The Tax Increment Financing Plan for Tax Increment Financing District No. 1-19 conforms to the general plan for development or redevelopment of the City of Saint Peter as a whole.

The reasons and facts supporting this finding are that the housing developments proposed for the TIF District are generally consistent with the City's development plan and zoning ordinances, and serves to promote the City's development objectives.

- d. The Tax Increment Financing Plan will afford maximum opportunity, consistent with the sound needs of the City of Saint Peter as a whole, for the development or redevelopment of Tax Increment Financing District No. 1-19 by private enterprise.

The reasons and facts supporting this finding are that the development activities are necessary so that development and redevelopment by private enterprise can occur within the Development District.

3. Public Purpose. The adoption of the Tax Increment Financing Plan conforms in all respects to the requirements of the Act and will help fulfill a need to develop an area of the City which is already built up to provide employment opportunities to improve the tax base, and to improve the general economy of the State and thereby serves a public purpose.
4. Authorization of Interfund Loan. The City hereby authorizes internal funding in a principal amount equal to all Project costs listed in the TIF Plan Budget. Funds will be provided from the General Fund, repaid over the term of the TIF District, and include interest at a fixed rate of 4.00%. (This interest rate is the greater of the rates specified under Minnesota Statutes 270C.40 and 549.09.)
5. Certification. The Auditor of Nicollet County is requested to certify the original net tax capacity of Tax Increment Financing District No. 1-19 as described in the Tax Increment Financing Plan, and to certify in each year thereafter the amount by which the original net tax capacity

has increased or decreased in accordance with the Act; and the City Administrator is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within Tax Increment District No. 1-19 for which building permits have been issued during the 18 months immediately preceding the adoption of this Resolution.

6. Filing. The City Administrator is further authorized and directed to file a copy of the Tax Increment Financing Plan with the Commissioner of Revenue and the Office of the State Auditor.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 28<sup>th</sup> day of May, 2013.

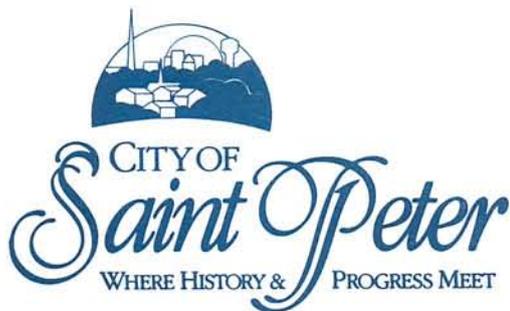
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Timothy Strand  
Mayor

ATTEST:

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Todd Prafke  
City Administrator



## Memorandum

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

**DATE:** 5/23/13

**FROM:** Todd Prafke  
City Administrator

**RE:** TdS Library Contract

### **ACTION/RECOMMENDATION**

Approve the attached resolution directing the Mayor and City Administrator to enter into a service agreement with the Traverse des Sioux (TdS) Library System.

### **BACKGROUND**

As Councilmembers may recall, the City is part of a regional system that provides library services for libraries. Those services include online cataloging, data integration, some computer access services, book preparations, interlibrary loans and access to other systems.

Please find enclosed a contract with Traverse des Sioux (TdS) for service for the 2013 year. The contract is substantially similar to contracts from previous recent years and as you may note, we are selecting the same level of services we have used in the past.

This is an issue that in some communities has received a large amount of discussion. Our position has been that we are part of a bigger system through TdS and receive service from the consortium that would otherwise cost more. The services we purchase are an integral part of the services we in turn provide to our patrons or customers.

Members should note that there a number of ways to look at your agreement with TdS and the services they provide. There is a community in our area who only subscribes to a small portion of the services. They seem to have made that work well, however, I do not believe we are in a similar situation. Our library is staffed with only two full-time employees. The library that has made it work without major TdS use has six. The specialty training needed for some of the tasks would require additional employees that I believe would cost much more than the \$27,000 we pay TdS for service. There may be other options that the Council wishes to explore but I do believe this contract provides for the best service at the best price.

This is good for the community in that it allows us to maintain the service that our patrons expect while being cost efficient. Many of the services, like online cataloging, interlibrary exchange of materials, and training opportunities, all flow through TdS.

The term of the contract runs through the end of 2013.

**FISCAL IMPACT:**

The total final cost for service is not able to be exactly calculated due to the fact that it is based on use. The anticipated totals are planned for within the Library budget and have been based on an estimated utilization for a total contract of approximately \$25,000. We believe this contract will fall within those parameters.

**ALTERNATIVE AND VARIATIONS:**

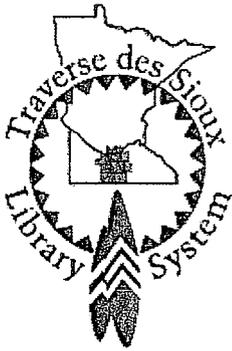
Do not act. Staff will wait for further direction. There is no real negotiation advantage in a delay in this action and action falls within the timeline that works for the City and our long- time partners at TdS.

Negative vote. Staff will wait for additional action.

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

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

TP/bal



Traverse des Sioux Library Cooperative  
1400 Madison Ave., Suite 622      PHONE: 507-625-6169  
Mankato, MN 56001-5488      Toll-Free: 800-450-6169  
*tdslib.org*      FAX: 507-625-4049

**TRAVERSE DES SIOUX LIBRARY COOPERATIVE  
Member Library Contract for Services  
2013**

Whereas Regional Libraries exist to serve the needs of the participating member libraries and all citizens of a region, and

Whereas public libraries can provide cost effective services for their citizens by sharing services that may be made more efficient through cooperative efforts, and

Whereas TdS uses the Regional Library Basic System Support funding from the State of Minnesota to support basic system services, and

Whereas TdS desires to provide opportunities for member libraries to contract for services unable to be fully funded by Regional Library Basic System Support, and

Whereas the parties hereto understand that TdS is in the process of merging with, or assuming the functions of, Southcentral Minnesota Inter-Library Exchange ("SMILE"), and

Whereas the parties hereto specifically intend that this contract shall survive any such merger or assumption, and may be assigned to any successor organization of TdS, or may be services by TdS following a name change,

TdS offers this contract of service options for member libraries.

**Article I: General**

1. The Traverse des Sioux Library Cooperative (hereafter known as TdS) and the Saint Peter Public Library a TdS member library (hereafter known as the Member Library) enter into this agreement for the purpose of contracting for services.
2. This agreement is effective for the 2013 calendar year.

**Article II: Definitions**

For the purpose of this agreement:

1. Traverse des Sioux Library Cooperative, also referred to as TdS, is a federated regional library system designated by the Minnesota State Board of Education to strengthen, improve and promote public library services in south-central Minnesota, organized under the provision of M.S. 134.

2. Member Library is a public library established under M.S. 134 that provides free access to all residents of a city or county without discrimination and receives at least half its financial support from public funds. Member Library is a library in the region with or without branches. Headquarters libraries will sign for all branch libraries, but branch libraries will receive the same services.
3. Advisory Council of Member Library Directors is a group made up of member library directors, or assigned representatives, who meet monthly to share information, recommend regional policies, procedures, and determine best practices to better serve library users in the region. Recommendations from the Advisory Council are approved by a simple majority vote and referred to the TdS Board of Directors for discussion and final approval.
4. Delivery, means transport of materials and information, to, from and among member libraries in the regional delivery system, other MnLINK libraries, and OCLC libraries with statewide delivery.
5. Interlibrary Loan, also referred to as ILL, is a service that allows a library card holder of one library system to borrow materials, that are not owned or available within their own system, from another library system. This is made possible because of cooperative agreements that allow libraries to share materials for the benefit of library users.
6. Automation includes the regional shared integrated online catalog and enhancements, circulation, reporting, cataloging, serials control, acquisitions and fund accounting, shared bibliographic and patron databases, training and technical support.
7. Vendor means company or individual to which TdS contracts for goods or services.

**Article III: Services offered by TdS and elected by Library**

It is mutually agreed that TdS shall provide packaged services as detailed in Appendix A for Package 1, Appendix B for Package 2 and Appendix C for Package 3, attached and incorporated in their entirety. Member Library agrees to compensate TdS for such services as detailed in the respective Appendices. Member library has elected the package indicated below.

Package 1

\_\_\_ Delivery

Package 2

\_\_\_ Delivery / Interlibrary Loan

Package 3

\_\_\_ Automation / Delivery / Interlibrary Loan

**Article IV: Traverse des Sioux Library System Responsibilities**

In performing all services under all of these packages, it is mutually agreed that TdS shall:

1. Work with the Advisory Council of Member Library Directors to make recommendations on policy, procedure, budget, and problem resolution. The TdS Board of Trustees will provide final approval and authority on such policies, procedures, budgets, and problem resolutions that affect the region as a whole.
2. Pay all vendor invoices in a timely manner so as not to incur late payment charges. If a late payment charge occurs, TdS shall be responsible for that payment.
3. Bill and collect from each member library its fees as elected by the member library in article III above and described in the appendices attached.
4. In the event the agreement between any vendor services and TdS is canceled for any reason, outstanding liabilities shall be paid. Any remaining funds collected under this paragraph shall be returned to the Member Libraries on the same prorated basis upon which they were collected.
5. Work with vendors to make all possible efforts to minimize the number of times in which any service is unavailable for normal operations.
6. Remain a member in good standing of MINITEX.
7. Not be liable or responsible for losses caused by interruption of service due to causes beyond its control, including but not limited to acts of God, equipment failure, power outages, inclement weather, and /or sabotage to the System. TdS will work with vendor and Member Library to resolve any incidents related to the above. TdS will contract with the System vendor to provide a secure site with a regularly scheduled, complete backup of the database and all means necessary to recover the System in the event of a disaster.
8. Maintain a philosophy of cooperation in decision-making and professional interactions.

**Article V: Member Library Responsibilities**

In order to receive said services, Member library agrees that Member Library shall:

1. Pay invoices for services within 60 days of receipt of a TdS invoice, unless otherwise mutually agreed in writing. Failure by the Member Library to pay invoice amount promptly shall be a breach of this agreement and cause for immediate termination of this agreement as provided in Article VI below.
2. Be responsible for preliminary troubleshooting, maintenance and repair of all equipment, in order to expedite the process when calling TdS for assistance
3. Send a representative to appropriate TdS meetings and/or training sessions.
4. Comply with standards and procedures agreed upon by the Advisory Council of Member Library Directors and approved by the TdS Board of Trustees.
5. Comply with state and federal law regarding the privacy of and access to library records.
6. Maintain a philosophy of cooperation in decision-making and professional interactions.

#### **Article VI: Termination**

1. This contract shall be in effect during the full calendar year from January 1 to December 31, 2013 unless terminated as provided below.
2. This agreement may be terminated by TdS immediately for member violations of the provisions of Article V.
3. In the event of a breach of this agreement by TdS, the Member Library shall inform TdS of the breach in writing. The Member Library may withhold payment until the breach is cured. TdS must cure the breach within 60 days. If the breach is not so cured, the Member Library may terminate this agreement.
4. In the event that Member Library or TdS would otherwise be unable to meet its financial obligations, said party may terminate this agreement during the course of the contract by providing the other party with 120 day written notice of intent.

#### **Article VII: Other**

1. All provisions of this contract shall be interpreted according to Minnesota Law.
2. This contract may only be amended by mutual written agreement.
3. This agreement replaces and supersedes all previous agreements unless otherwise mutually agreed to with respect to services.

4. Should any part of this agreement become inconsistent with any state or federal law, such law shall take precedence over that part of this agreement, while the balance of this agreement shall remain in full force and effect

5. TdS and Member Library have a responsibility to monitor compliance of both parties with TdS agreements, bylaws, policies and procedures. Any non-compliance with agreements, bylaws, policies and procedures will be brought to the TdS and Member Library Boards to determine appropriate action.

6. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

For Traverse des Sioux Library Cooperative:

For Member Library:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Appendix A

## Package 1: Delivery

A. TdS shall provide Delivery services and member library shall pay for said services as indicated in Appendix D.

B. In addition to those services detailed in Article IV of the Master Agreement, in performing Delivery Services, TdS shall:

1. Be the contracting authority with delivery services vendor
2. Be responsible for management of regional delivery, scheduling and problem solving.
3. Provide space and access to Delivery vendor for picking up and dropping off of library materials.
4. Provide adequate storage tubs for transporting materials.
5. Remain a member in good standing of MINITEX.

C. In addition to those services detailed in Article V of the Master Agreement, in performing their obligations under Delivery Services, Member Library shall:

1. Adhere to delivery policies and conditions of the delivery vendor contract.
2. Properly and securely package and label all outgoing materials.
3. Provide building access and open, accessible area for pickup and delivery.

For Traverse des Sioux Library Cooperative:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

For Member Library:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

## Appendix B

### Package 2: ILL and Delivery

A. TdS shall provide Interlibrary Loan and Delivery services and member library shall pay for said services as indicated in Appendix D.

B. In addition to those services detailed in Article IV of the Master Agreement, in performing ILL and Delivery Services, TdS shall:

1. Be the contracting authority with delivery services vendor
2. Be responsible for management of regional delivery, scheduling and problem solving.
3. Provide space and access to Delivery vendor for picking up and dropping of library materials.
4. Provide adequate storage tubs for transporting materials.
5. Provide access and proper sorting and packaging for state-wide delivery vendor.
6. Remain a member in good standing in MINITEX, and MnLINK.
7. TdS will meet all of the MnLINK Gateway Server site requirements.
8. TdS agrees to handle interlibrary loan requests through VDX for Member Library.
9. TdS will follow and keep current with all policies, procedures, and standards required by the American Library Association and MnLINK.
10. Assess an additional 25% in fees to partially compensate TdS for additional steps in handling and mediating ILL requests outside of the normal workflow. Workflow measures and consultant studies show additional work is required to accomplish ILL services to libraries who are non-participants in the TdS automation system.

C. In addition to those services detailed in Article V of the Master Agreement, in performing their obligations under ILL and Delivery Services, Member Library shall:

1. Adhere to delivery policies and conditions of the delivery vendor contract.
2. Properly and securely package and label all outgoing materials.
3. Provide building access and open, accessible are for pickup and delivery
4. Agree to have cataloged and barcode all current materials promptly.
5. Agree to lend circulating materials in accordance with TdS and MNLINK guidelines, and in accordance with the Minnesota Reciprocal Borrowing Compact.
6. Agree to pay an additional 25% in fees to partially compensate TdS for additional steps in handling and mediating ILL requests outside of the normal workflow. Workflow measures and consultant studies show additional work is required to accomplish ILL services to libraries who are non-participants in the TdS automation system.

For Traverse des Sioux Library Cooperative:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

For Member Library:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

## Appendix C

### Package 3: Automation, ILL and Delivery

A. TdS shall provide Automation, Interlibrary Loan, and Delivery services and member library shall pay for said services as indicated in Appendix D.

B. In addition to those services detailed in Article IV of the Master Agreement, in performing Automation, ILL and Delivery Services, TdS shall:

1. Be the contracting authority with delivery services vendor
2. Be responsible for management of regional delivery, scheduling and problem solving.
3. Provide space and access to Delivery vendor for picking up and dropping of library materials.
4. Provide adequate storage tubs for transporting materials.
5. Provide access and proper sorting and packaging for state-wide delivery vendor.
6. Remain a good standing member of MINITEX or MnLINK.
7. TdS will meet all of the MnLINK Gateway Server site requirements.
8. TdS agrees to handle interlibrary loan requests through VDX and/or OCLC for Member Library.
9. TdS will follow and keep current with all policies, procedures, and standards required by the American Library Association and MnLINK.
10. Assess an additional 25% in fees to partially compensate TdS for additional steps in handling and mediating ILL requests outside of the normal workflow. Workflow measures and consultant studies show additional work is required to accomplish ILL services to libraries who are non-participants in the TdS automation system.
11. Provide overall administration, management and problem solving for regional automation services.
12. Offer regional training opportunities.
13. Administration of regional telecommunications network and provision of Internet services to Member Libraries, including cost abatement, e-rate applications.
14. Provide hardware, software and network support.
15. Participate in the automated state-wide resource sharing network through the ILL Department
16. Provide an ongoing, updated list of minimum requirements for public and patron PCs and peripheral equipment such as barcode readers, receipt printers, etc. to Member Libraries.
17. Acquire appropriate products for System operation from vendors as requested by Member Library and deliver and install according to a mutually agreed upon schedule.
18. Work with Member Library to develop an efficient, effective and equitable method for cataloging new materials and adding records to the automation system's database.
19. Ensure that all bibliographic data entered into the System complies with national standards for machine-readable cataloging and form of entry.
20. Regularly investigate the feasibility of adding new subsystems and/or products or services to Member Libraries.
21. Contract with Automation vendor to provide daily backup of data, with one copy of all data stored off-site each week.
22. Contract with Automation vendor to make all possible efforts to minimize the amount of time in which the automation system is unavailable for normal operations.
23. Comply with state and federal law regarding the privacy of and access to library records.

24. Offer cooperative purchasing of hardware and software for best pricing.

C. In addition to those services detailed in Article V of the Master Agreement, in performing their obligations under Automation, ILL, and Delivery Services, Member Library shall:

1. Adhere to delivery policies and conditions of the delivery vendor contract.
2. Properly and securely package and label all outgoing materials.
3. Provide building access and open, accessible area for pickup and delivery.
4. Agree to have cataloged and barcode all current materials promptly.
5. Agree to lend circulating materials in accordance with TdS and MNLINK guidelines, and in accordance with the Minnesota Reciprocal Borrowing Compact.
6. Agree to pay an additional 25% in fees to partially compensate TdS for additional steps in handling and mediating ILL requests outside of the normal workflow. Workflow measures and consultant studies show additional work is required to accomplish ILL services to libraries who are non-participants in the TdS automation system.
7. Maintain compliance with the requirements of the Children's Internet Protection Act. Have on file with TdS, an Internet Acceptable Use Policy, approved by Member Library Board.
8. Contribute to the shared bibliographic database by submitting materials for cataloging to TdS or by adding holdings to existing bibliographic records already in the database.
9. Comply with state and federal law regarding the privacy of and access to library records.
10. Make prompt payments of all invoices for equipment and peripherals ordered through TdS. Member Library agrees to pay vendor service charges and penalties if late payments occur.
11. Install only devices or peripheral equipment to system and/or network that have been approved by TdS, so as not to harm or degrade the Automation System in any way.
12. Be responsible for preliminary local troubleshooting, maintenance and repair of all local equipment, in order to expedite the process when calling TdS if Automation System and/or network problems continue.
13. Be responsible for the maintenance of record holdings information, item and patron records held in the shared automation system.
14. Agree to share machine-readable bibliographic records with other Member Libraries.

For Traverse des Sioux Library Cooperative:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

For Member Library:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

1291202.1

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2013 -

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

**RESOLUTION APPROVING EXECUTION OF LIBRARY SERVICES CONTRACT WITH  
TRAVERSE DES SIOUX LIBRARY SYSTEM**

WHEREAS, the City has previously entered into a contract with the Traverse des Sioux Library System (TDS) for functions and services that are needed by the Saint Peter Library; and

WHEREAS, a contract for those services in 2013 has been proposed by TDS; and

WHEREAS, sufficient funding has been budgeted in the library budget to cover the costs of the contract.

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

1. The Mayor and City Administrator are hereby authorized to execute a contract with the Traverse des Sioux Library System for library services in 2013.
2. Funding for the service shall be provided from the Library fund.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 28th day of May, 2013.

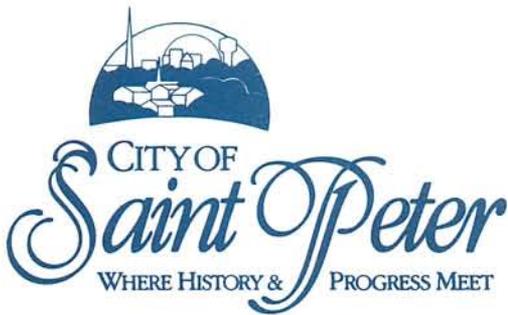
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Timothy Strand  
Mayor

ATTEST:

---

Todd Prafke  
City Administrator



## Memorandum

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

**DATE:** 5/24/13

**FROM:** Todd Prafke  
City Administrator

**RE:** Washington Ave. Link Project land Acquisition and Sale

### **ACTION/RECOMMENDATION**

Approve the attached resolutions providing for the purchase and sale of real estate related to the Washington Avenue Link Project.

### **BACKGROUND**

Members may recall that a property "swap" of sorts has been contemplated for the last four months or so. This property swap was designed to meet a couple of goals. One goal was to provide an appropriate location, based on the wants of a seller of property that was needed right-of-way for the Washington Avenue Link Project. The second goal was to promote public health and safety, through the removal of blighted housing from a neighborhood by the acquisition of a house at 1728 North Fifth Street.

To meet those goals, the Council authorized the purchase of the property located at 1728 North Fifth Street (commonly referred to as the Doerr property), with a plan to raze the house and clean up the property. The property was then to be sold at such time as the property at 1724 North Fifth Street was acquired. That second property has been referred to as the Gatzke property.

The first attached resolution provides for the purchase of the Gatzke property and is based on Council discussion and direction. Staff has negotiated the purchase of the Gatzke property for the sum of \$168,000. The purchase price is based on appraisals provided and meeting the MnDOT criteria for property acquisition of right-of-way and is required by the funding provided for this project. As a part of the purchase, the Gatzke's will be able to lease the property from the City until October 13, 2013 while their new home, to be located at 1728 North Fifth Street, is under construction. The Gatzke's would be responsible for maintaining full insurance on the property and for providing any repairs that become needed while they live there. In addition, they will be able to remove some cabinets and a couple of other small items when they vacate the property. Staff views the cabinet removal as inconsequential to the house value and we plan to explore options for the final disposition of that house which ranges from razing to moving of the structure.

The second attached resolution provides for the purchase of the Doerr lot by Gatzke for \$25,000. This agreement stipulates that the house at the location is razed and a clean compacted site be made available. The process for razing this house is well underway. This site will be available for Gatzke by July 1<sup>st</sup>.

The disposition of the Gatzke home will be contemplated at a later date, likely in August or at such time as the Council directs staff to list it as an agenda item.

These actions are good for the community in that they continue the process toward completing the construction of the Washington Avenue Link. This roadway meets goals set by the Council in the mid-1990s for enhancing our City transportation system. Additionally, the actions help clean up blighted housing stock and promote positive development in the Daun Addition neighborhood.

**FISCAL IMPACT:**

The costs associated with the swap are funded as a part of the Washington Avenue Link project however, as the Council knows, the costs for raising the Doerr property may not be covered as a part of the project and the net loss on this transaction is likely to in the \$10,000 to \$15,000 range which would be covered by General Fund reserves. We do not know the exact net loss as we are still in the process of receiving quotes on the demolition.

**ALTERNATIVES AND VARIATIONS**

Do not act. Staff will wait for your direction. A substantial wait will mean that we will not remain on the time line that is needed to complete the projects as desired.

Negative vote. Staff will wait for your direction. Without the acquisition of the right-of-way the City will fall short of the project objectives and funding for the project could be in jeopardy.

Modification of the resolution(s). This is always an option of the Council.

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

TP/bal

PURCHASE AGREEMENT  
For Owner Occupied Residence

THIS AGREEMENT, made and entered in this \_\_\_\_\_ day of May 2013, by and between, John H. Gatzke & Jill Gatzke, a married couple, ("Seller"), and The City of St. Peter, a public body corporate and politic under the laws of Minnesota. ("Purchaser").

In consideration of the mutual terms, covenants, conditions, contingencies and agreements hereinafter contained, it is hereby agreed by and between the parties as follows:

1. Sale of Property. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the real property located at 1724 No. 5th Street, St. Peter, MN 56082, legally described as follows:

Lot 7, Block 1, Daun Addition, to the City of St. Peter, Nicollet County, Minnesota, according to the Plat thereof on file and of record in the office of the County Recorder within and for said County;

Together with all buildings, improvements and fixtures owned by Seller, all easements, rights and appurtenances thereto, and all of Seller's rights, title and interest in all public ways adjoining the same. The following personal property is included in the sale (Seller to cross out any items not included in the sale: storm windows and inserts, storm doors, screens, awnings, window shade, blinds, curtain-traverse-drapery rods, attached lighting fixtures with bulbs, plumbing fixtures, sump pumps, water heaters, heating systems, built-in appliances, garbage disposals, installed carpeting, work benches, television antennas and hood-fans.

2. Purchase Price and Manner of Payment. The total purchase price ("Purchase Price") to be paid by Purchaser to Seller for the Subject Premises shall be One Hundred Sixty Eight Thousand and no/100 Dollars (\$168,000). The purchase price shall be paid as follows:
  - a) Earnest money: None
  - b) One Hundred Sixty Eight Thousand and no/100 Dollars (\$168,000) to be paid in cash on the date of closing.
3. Salvage Rights. The Seller has retained the right to salvage certain components and fixtures prior to the date of possession. The cost of removal shall be exclusively at the Sellers' Cost. The Sellers abandon all interest in the salvage items if the salvage items have not been removed from the Subject Property by the Possession Date. The Seller reserves no right to compensation for salvage items not removed by the possession date. See attached Exhibit A salvage list.
4. As-Is-Basis. It is specifically agreed that the Real Property is being conveyed to the Purchaser by the Seller in "As-Is-Condition" ("with all faults"). Seller agrees to remove all personal property and debris in the house, garage and on the property before the date of possession.
5. Contingencies. The Agreement and closing hereunder shall be made contingent upon each of the following:
  - (a) Purchaser being satisfied as to good and marketable title to the Subject Premises in Seller pursuant to Paragraph 6 herein;
  - (b) All warranties and representations of Seller hereunder being true and correct as of the date hereof, and on the Date of Closing;
  - (c) Purchaser determining, on or before the Date of Closing, that it is satisfied with the matters disclosed by soil testing and a physical inspection of the Subject Premise conducted by Purchaser and its agents. Purchaser and its agents shall have the right to enter into the Subject Premises for the purposes of making soil tests and such other physical inspection

measurements and investigation as Purchaser deems necessary; provided, however, that Purchaser shall not interfere with the operation of the Subject Premises and, provided further, that Purchaser shall indemnify and hold Seller and the Subject Premises harmless from all liabilities arising from entry upon or testing of the Subject Premises, including but not limited to liabilities arising from mechanic's, materialmen's or other liens filed against the Subject Premises connection with work performed or material furnished by or at the direction of Purchaser.

- (d) Purchaser determining, on or before the Date of Closing, that it is satisfied with the matters disclosed by its review of any reports obtained by Purchaser from third parties in connection with investigation of the Subject Premises for the presence of hazardous or toxic waste.

If all the foregoing contingencies have not been satisfied or waived by Purchaser on or before the Date of Closing or such other date as is expressly set forth above, then this Agreement may be terminated at Purchaser's option, and upon written notice of termination, any Earnest Money deposited by Purchaser, together with interest earned thereon, shall be returned to Purchaser, and upon such return neither party shall have any further rights or obligations with respect to this Agreement or the Subject Premises. If notice of termination of the Agreement for failure to satisfy any contingency set forth above is not given by Purchaser on or before the Date of Closing, such contingency shall be deemed waived by Purchaser.

Purchaser shall have the right to unilaterally waive any contingency and proceed to close. Each party shall cooperate with the other in satisfying the conditions hereof.

6. Evidence of Title. Seller shall, within ten (10) days after execution of this Agreement, cause to be delivered to Purchaser for examination by its attorney an Abstract of Title certified to date (or a Certificate of Title and Registered Property Abstract), which shall include proper searches covering bankruptcies and State and Federal judgments and liens. Within 15 days thereafter the Purchaser shall give notice in writing to the Seller of any defects in or objections to the title as so evidenced and Seller shall thereafter clear the title of the defects and objections so specified at Seller's expense. Title to be conveyed as herein provided shall be marketable title, free and clear of all liens, encumbrances, restrictions options to purchase, and easements, except as may be expressly waived by Purchaser.
7. Representations and Warranties by Seller. Seller represents and warrants to Purchaser that:
- (a) The individuals executing this Agreement and the documents referred to herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof. This Agreement and all documents required hereby to be executed by Seller are, and shall be, valid, legally binding obligations of and enforceable against Seller in accordance with their terms.
  - (b) On the Date of Closing, Seller will own all of the properties and assets being conveyed hereby, free and clear of all leases, liens, charges and encumbrances.
  - (c) Seller has received no notice of any action, litigation, investigation or proceeding of any kind pending against Seller, nor to the best of Seller's knowledge is any action, litigation, investigation, or proceeding pending or threatened against the Subject Premises, or any part thereof.
  - (d) Seller will cause, to the extent applicable, all policies of insurance covering the Subject Premises with respect to fire and extended coverage risks, and liability to be kept in full force and effect through and including the Date of Possession.
  - (e) On the Date of Closing, there will be no service contracts in effect in connection with the Subject Premises, except those which are terminable on thirty (30) days' written notice.
  - (f) Seller warrants that it has not used the Property for the storage of hazardous substances or petroleum products and, as of the date of this Agreement, is not aware of any facts the existence of which would constitute a violation of any local, state or federal environmental law,

regulation or review procedure or which would give any person a valid claim under the Minnesota Environmental Rights Act or the Federal Comprehensive Environmental Response, Compensation and Liability Act. The foregoing is applicable only to Seller's actual knowledge of facts, and Seller represents that Seller has made no independent investigation of the Property.

- (g) Seller has not entered into any other contracts for the sale of the Subject Premises, nor as of the Date of Closing will there be any first rights of refusal or options to purchase the Subject Premises.
- (h) Seller has not entered into any commitments or agreements with any governmental agency or public or private utility affecting the Subject Premises which have not been disclosed in writing by Seller to Purchaser.
- (i) Seller warrants that the Subject Premises is the seller's personal residence and is only occupied by the seller, and does not lease the residence to any tenants.
- (j) Seller will not construct or enter into any agreement or commitment to construct any improvement or alteration to the Subject Premises.
- (k) Seller will not enter into or consent to any easement, covenant or other obligation affecting the Subject Premises or alteration to the Subject Premises.
- (l) To the best of Seller's knowledge, after due inquiry, Seller is not in default with respect to any of its obligations or liabilities pertaining to the Subject Premises.
- (m) To the best of Seller's knowledge, methamphetamine production has not occurred on the property.
- (n) Seller has not entered into any brokerage or agency agreements in relation to the sale of the Subject Premises and there is no brokerage fee or commission due and owing to any person or entity in relation to the sale of the Subject Premises.

Notwithstanding any provisions herein to the contrary, if a closing occurs hereunder, Seller shall indemnify Purchaser, its successors and assigns, against, and shall hold Purchaser, its successors and assigns, harmless from, any loss, costs, expense or damage, including reasonable attorneys' fees directly arising out of or resulting from the breach of any of the representations and warranties herein contained, whether such loss, cost, expense or damage arises prior to or after closing, provided that Purchaser did not have knowledge of said breach on or before the Date of Closing. All warranties and representation herein contained shall survive a closing.

- 8. Closing. The date on which the closing of the transaction herein described shall occur (which date is herein referred to as the "Date of Closing") shall be on or before **June 28, 2013**. The closing and delivery of all such documents shall take place at the office of the City of St. Peter or at such reasonable location as may be agreed upon by Purchaser and Seller.
- 9. Possession. The Seller agrees to deliver possession of the Subject Premises no later than October 13, 2013, subject to terms and conditions of attached Exhibit A, Seller Rent Back Agreement.
- 10. Costs and Prorations. Seller and Purchaser agree to the following Prorations and allocation of costs in connection with this Agreement and the transactions contemplated hereby:

- (a) Purchaser shall pay the costs of certification and delivery of the Abstract of Title or Certificate of Title and Registered Property Abstract contemplated hereunder.
- (b) Purchaser shall pay all state or local transfer or deed taxes in connection with the Deed to be delivered hereunder, if any. Purchaser shall pay for the cost of drafting documents and closing fees. Purchaser shall pay for the recording charges in connection with recording the documents to be delivered herein.
- (c) Seller shall be responsible for payment of the real estate taxes due and payable in the year of the sale prorated to the date of closing. Seller shall pay all real estate taxes due and payable for the years prior to date of closing, together with all special assessments levied against the property. Also, Seller shall pay any and all green acres or other deferred taxes and/or special assessments levied or pending against the property.
- (d) Each of the parties shall pay all of its own respective attorneys' fees in connection with the negotiation, preparation and closing of this Agreement and the transaction contemplated hereby.

If, and to the extent, any cost or fee shall be payable by Seller under this Agreement, Purchaser shall have the right to pay such amount for the account of Seller and deduct the amount thereof from the cash due Seller at the Date of Closing. If the amount of Seller's obligation cannot be determined on the Date of Closing, Purchaser shall have the right to establish an escrow account (and offset from the cash payment) 150% of the maximum foreseeable liability.

11. Closing Documents. At the Closing, Seller shall execute and deliver to Purchaser the following (collectively the "Closing Documents"):
- (a) Deed. A General Warranty Deed, in recordable form, signed by the Fee Owner or all other persons known or unknown claiming any right, title estate, interest or lien in the real estate described herein and the Sellers.
  - (b) Seller's Affidavit. A standard form affidavit by Seller indicating that on the date of Closing there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Subject Premises; that there has been no skill, labor or material furnished to the Subject Premises (other than at the request of Purchaser) for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Subject Premises.
  - (c) Storage Tanks. If required an affidavit with respect to storage tanks pursuant to Minnesota Statutes Section 116.48.
  - (d) Well Disclosure. Seller certified that there is a well/wells on the described Real Property and agrees to complete a Sellers Well Discloser on Date of Closing. Purchasers may conduct any water quality tests it desires at its own expense.
  - (e) Sewage Treatment System. There is no individual sewage treatment system on or serving the Real Property. Municipal sanitary sewer is available to the Real Property.
  - (f) Lead Paint Disclosure. This structure was constructed before 1978 and may contain lead paint. Seller is not aware of the existence of lead paint on the structure.
  - (g) Certification. A certification that the representations and/or warranties made by the Sellers are the same as were in existence on the date of the Purchase Agreement.
  - (h) Abstract. A registered Property Abstract or Abstract of Title certified to date.



own cost. Seller further acknowledges that although Brandt Law Office, P.A. may prepare documents in connection with the closing, these documents are being drafted only to facilitate the completion of the closing of this transaction and do not constitute a representation of Seller's interest in this transaction.

17. Captions. The paragraph headings or captions appearing in this Agreement are or convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.
18. Entire Agreement; Modification. This written Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties hereto with respect to the Subject Premises. It is expressly agreed that there are no verbal understandings or agreement which in any way change the terms, covenants or conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.
19. Binding Effect. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. When used herein, the singular shall include the plural, the plural shall include the singular, and the use of one gender shall include all other genders, as and when the context so requires.
20. Controlling Law. This Agreement has been made and entered into under the laws of the State of Minnesota and said laws shall control the interpretation enforcement hereof.
21. Remedies. If either party shall default in its obligations hereunder, the sole remedies available to either party, except with respect to defaults under Paragraph 5 herein for which damages shall be recoverable as provided therein, shall be (i) to terminate this Agreement by written notice to the other party, in which event neither party shall have any further rights or obligations hereunder or (ii) to seek performance of this Agreement.
22. Counterparts. This Agreement may be signed in one or more counterparts, all of which taken together shall be deemed one original.
23. Severability. If any provision in this Agreement, or any application thereof, shall be invalid or unenforceable, the remainder of this Agreement and any other application of such provision shall not be affected thereby and shall not be rendered invalid or unenforceable.
23. Acceptance. Seller understands and agrees that this Purchase Agreement is subject to acceptance by Purchaser in writing.
24. Minimum Compensation. The Seller acknowledges and stipulates that the purchase price fulfills the minimum compensation requirements due to Sellers by Minnesota Statute 117.187
25. Relocation. The seller is a displaced person under Minnesota Statutes 117.52 and as such is eligible to receive residential relocation benefits as provided in the Minnesota Uniform Relocation Act. In addition to the purchase price in paragraph 2, the Sellers are entitled to a Residential Replacement Housing Differential Payment of \$61,900 to be paid at closing.

The Seller is entitled to Replacement Housing Incidental Closing Cost, mortgage rate differential and personal property move as defined in the MN Uniform Relocation Act. These costs will be paid by the Purchaser upon submission by the seller of documentation of eligible cost having been incurred.

John H. Gatzke & Jill Gatzke has signed this Purchase Agreement to sell the Real Property for the price and terms and conditions set forth in this Agreement.

SELLER:

Dated: \_\_\_\_\_ BY \_\_\_\_\_  
John H. Gatzke

BY \_\_\_\_\_  
Jill Gatzke

On behalf of the City of St. Peter, and pursuant to authority granted to Todd Prafke and Timothy Strand, we have signed this Purchase Agreement to purchase the Real Property for the price and on the terms and conditions set forth in this Agreement:

PURCHASER:  
the City of St. Peter

Dated: \_\_\_\_\_ BY \_\_\_\_\_  
Todd Prafke, City Administrator

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

\_\_\_\_\_  
Final Acceptance Date

**Exhibit A**  
**ATTACHMENT TO PURCHASE AGREEMENT**  
**Salvage List**

John H. & Jill Gatzke  
1724 No. 5th St.  
St. Peter, MN 56082

Seller may remove the following items at Seller's own expense by the possession date.

Seller:

\_\_\_\_\_  
John H. Gatzke (Date)

\_\_\_\_\_  
Jill Gatzke (Date)

**Exhibit A**  
**Amendment to Purchase Agreement**  
**Seller's Rent Back Agreement**

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

Page 1 of 3 Pages

Amendment to the Purchase Agreement between Purchaser and Seller, dated May, \_\_\_\_\_, 2013 about the purchase and sale of the Subject Property at 1724 No. 5th St., St. Peter, MN 56082.

The Purchaser and Seller agree as follows:

**NATURE AND PURPOSE:** This Amendment gives Seller the right to remain in and occupy the Subject Property after closing on the purchase of the Subject Property. This Amendment remains in effect after the closing.

**DATE OF POSSESSION:** Seller agrees to deliver exclusive physical possession of the Subject Property to Purchaser on or before October 13, 2013 at 12 noon.

**SECURITY AND DAMAGE DEPOSIT:** On Date of Closing Seller will deposit Zero dollars (\$0.00) with Purchaser in certified funds, as a security and damage deposit. The deposit will earn statutory interest at the rate prescribed in Minn. Stat. Section 504.20 subd. 2. The Purchaser will refund the deposit, plus interest, to Seller, or after Seller moves out of the Subject Property and gives possession to Purchaser. Purchaser may keep amounts necessary to cover unpaid rent or to cover the cost of repairing damage to the Subject Property (including personal property and appliances) caused by Seller. Seller shall deliver to Purchaser, upon vacation, all keys or other security devices for the Property. If the Purchaser keeps all or a part of the deposit, Purchaser will provide a written statement within 21 days stating the reason for withholding.

**MONTHLY RENT:** Seller will pay Purchaser \$0.00 per month beginning on the Date of Closing and continuing through the above Date of Possession. If Seller remains in the Subject Property after the above Date of Possession, Seller will pay additional monthly charges to Purchaser in advance.

**UTILITIES:** Seller agrees to continue all utility services in Seller's name and to pay all bills, including Internet penalties and late fees, for utility service during the period of the Seller's possession, as they become due.

**INSURANCE:** Seller will maintain liability insurance for the Subject Property through the date that Seller vacates the Subject Property with limits of at least \$1,000,000 per occurrence and in the aggregate. Seller is responsible for Seller's personal property insurance.

**MAINTENANCE:** Seller will be responsible for all repairs and normal maintenance of the Subject Property and personal property covered by the Purchase Agreement from and after the Date of Closing. Seller will keep the Subject Property in reasonable repair and order.

**USE OF SUBJECT PROPERTY:** During the term of this Agreement, Seller will occupy the Subject Property as Seller's personal residence and Seller will not make any changes to the Subject Property. Seller will not assign nor sublease the Subject Property under this Agreement.

**HOLD HARMLESS:** Purchaser shall not be liable for injury or death to any person or damage to property of Seller or of others located in or about the Subject Property, nor for the loss of or damage to any property of Seller or of others by theft, casualty, loss or otherwise, and Seller hereby waives all such claims against Purchaser and will hold Purchaser exempt and harmless for or on account of such damage, injury or death. Seller shall also indemnify Purchaser and its agents against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions of any kind and nature, including reasonable attorneys' fees, for injury or death to persons or damage to property or property rights in connection with this Amendment or Seller's the use and occupation of the Subject Property. The

provisions of this Section shall survive the expiration or early termination of the Purchase Agreement and/or this Amendment.

**DESTRUCTION OF RESIDENCE:** In the event that the Residence on the Subject Property is destroyed or otherwise becomes uninhabitable for any reason, this agreement becomes null and void immediately and Purchaser has no further responsibility to Seller. In the event of habitable repair(s) to the Subject Property during the tenancy, Seller may elect to be responsible for such habitable repair(s) at Sellers' cost to continue the tenancy or Sellers may elect to terminate the tenancy and vacate the Subject Property immediately. In the event that Seller elects not to be responsible for such habitable repair(s) to continue the tenancy or that damages to the Subject Property results in it not being habitable, Sellers agree that the tenancy shall terminate immediately and that Seller shall vacate the Subject Property immediately. In any event, Purchaser shall not incur any obligation to complete any repairs of any kind to the Subject Property during the tenancy.

**"AS IS":** The Purchaser makes no warranties or statements with regard to the condition of Subject Property nor to its suitability for occupancy by the Seller. The Seller rents the Subject Property "as is", with all faults. In the event the Subject Property is not suitable during the tenancy for occupancy by Sellers, Sellers agree that the tenancy shall terminate in accordance with preceding section. If Sellers vacate the Subject Premises in accordance with the preceding section, they acknowledge it is without any rights and/or any claim, including but not limited to, repair, damages, or costs for the early vacation of the Subject Property.

**QUIET ENJOYMENT:** Purchaser promises that upon Seller's performance of Seller's obligation in this Agreement, Seller will peacefully and quietly have, hold and enjoy the Subject Property according to this Agreement.

**PROPERTY AND STRUCTURE TESTING AND INVESTIGATION:** Purchaser, its contractors and agents shall have the right upon reasonable notice to Seller, at its sole option and risk, to enter the Property during the tenancy, including the structure(s), for the purpose of testing, surveying, or doing other such work as may be necessary to determine the suitability of the Property for disposition and/or use by Purchaser. If Purchaser investigates and tests the Property pursuant to this Section, Purchaser shall pay all costs and expenses of such investigations and testing and shall hold Seller harmless from all damages and liabilities arising out of Purchaser's activities. Upon request by Purchaser, Seller shall also permit Purchaser to review all environmental reports and files, if any, relating to the Property ad in Seller's possession or control.

**TERMINATION:** If Seller fails to leave the Subject Property and give possession to Purchaser on the Date of Possession specified above, Purchaser will provide Seller with seven days advance written notice to leave the Subject Property. Notice is considered given on the date mailed to Seller at the above address. Seller will leave the Subject Property in the same condition as it was at the time of closing. If Seller fails to leave the Subject Property, Purchaser is authorized to take any action permitted by law to take possession of the Subject Property. Purchaser will be entitled to recover damages from Seller for Purchaser's loss of use in the amount of \$100.00 per day beginning with the Date of Possession specified above, in addition to all charges and reimbursements stated in this Agreement, and all reasonable costs which result from obtaining possession of the Subject Property and enforcing the terms of the Agreement, including reasonable attorney's fees.

**TERMINATION BY SELLER:** Seller may vacate the Property any time during the tenancy with three (3) business days prior written notice to Buyer. Seller is released from any further liability for Property maintenance, repair and insurance coverage after vacation of the Property, subject to the terms and conditions of this agreement.

All other terms and conditions of the Purchase Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

**SELLER:**

**City of St. Peter:**

\_\_\_\_\_  
John H. Gatzke (Date)

\_\_\_\_\_  
Todd Prafke (Date)  
City Administrator

\_\_\_\_\_  
Jill M. Gatzke (Date)

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2013 -

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

RESOLUTION APPROVING REAL ESTATE PURCHASE FOR PROPERTY LOCATED AT  
1724 NORTH FIFTH STREET

WHEREAS, the City Council has expressed interest in the purchase of real estate located at 1724 North Fifth Street; and

WHEREAS, this property is located in the area that will be a connecting roadway from North Fifth Street to the extension of North Washington Avenue; and

WHEREAS, the property owner has signed a purchase agreement that was drafted by the City Attorney.

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

1. The Mayor and City Administrator are directed to sign an agreement with John and Jill Gatzke to purchase the real estate located at 1724 North Fifth Street for the sum of \$168,000.
2. The City Attorney is directed to provide for the closing of the property at no cost to the seller.
3. Mr. and Mrs. Gatzke shall be allowed to lease the property at 1724 North Fifth Street through October 13, 2013 with the stipulation that the Gatzke's shall continue to provide full insurance coverage on the property during the term of the lease and will be responsible for any repairs that are needed and utility costs incurred during the lease term.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 28th day of May, 2013.

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

ATTEST:

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

PID# 195020050

VACANT LAND  
PURCHASE AGREEMENT

THIS AGREEMENT, made and entered in this \_\_\_\_\_ day of May 2013, by and between, The City of St. Peter, a public body corporate and politic under the laws of Minnesota ("Seller"), and John H. Gatzke and Jill M. Gatzke, a married couple, ("Purchaser").

In consideration of the mutual terms, covenants, conditions, contingencies and agreements hereinafter contained, it is hereby agreed by and between the parties as follows:

1. Sale of Property. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the real property located at the 1728 North 5th Street, St. Peter, MN ("Subject Property"), legally described as follows:

Lot Number Five (5), Block Number One (1), Daun Addition, to the City of St. Peter, Nicollet County, Minnesota, according to the Plat thereof on file and of record in the office of the County Recorder within and for said County

2. Purchase Price and Manner of Payment. The total purchase price ("Purchase Price") to be paid by Purchaser to Seller for the Subject Property shall be Thirty Thousand and no/100 Dollars(\$30,000.00). The purchase price shall be paid as follows:

- a) Earnest money: None
- b) Thirty Thousand and no/100 Dollars (\$30,000.00) to be paid in cash on the date of closing.

3. Contingencies. The Agreement and closing hereunder shall be made contingent upon each of the following:

- (a) Purchaser being satisfied as to good and marketable title to the Subject Property in Seller pursuant to Paragraph 6 herein;
- (b) All warranties and representations of Seller hereunder being true and correct as of the date hereof, and on the Date of Closing;

If all the foregoing contingencies have not been satisfied or waived by Purchaser on or before the Date of Closing or such other date as is expressly set forth above, then this Agreement may be terminated at Purchaser's option, and upon written notice of termination, any Earnest Money deposited by Purchaser, together with interest earned thereon, shall be returned to Purchaser, and upon such return neither party shall have any further rights or obligations with respect to this Agreement or the Subject Property. If notice of termination of the Agreement for failure to satisfy any contingency set forth above is not given by Purchaser on or before the Date of Closing, such contingency shall be deemed waived by Purchaser.

Purchaser shall have the right to unilaterally waive any contingency and proceed to close. Each party shall cooperate with the other in satisfying the conditions hereof.

4. Evidence of Title. Seller shall, within ten (10) days after execution of this Agreement, cause to be delivered to Purchaser for examination by its attorney an Abstract of Title certified to date (or a Certificate of Title and Registered Property Abstract), which shall include proper searches covering bankruptcies and State and Federal judgments and liens. Within 25 days thereafter the Purchaser shall give notice in writing to the Seller of any defects in or objections to the title as so evidenced and Seller shall thereafter clear the title of the defects and objections so specified at Seller's expense. Title to be conveyed as herein provided shall be marketable title, free and clear of all liens, encumbrances, restrictions options to purchase, and easements, except as may be expressly waived by Purchaser.

5. Representations and Warranties by Seller. Seller represents and warrants to Purchaser that:

- (a) The individuals executing this Agreement and the documents referred to herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof. This Agreement and all documents required hereby to be executed by Seller are, and shall be, valid, legally binding obligations of and enforceable against Seller in accordance with their terms.
- (b) On the Date of Closing, Seller will own all of the properties and assets being conveyed hereby, free and clear of all leases, liens, charges and encumbrances.

- (c) Seller has received no notice of any action, litigation, investigation or proceeding of any kind pending against Seller, nor to the best of Seller's knowledge is any action, litigation, investigation, or proceeding pending or threatened against the Subject Property, or any part thereof.
- (d) Seller warrants that the Subject Property is a vacant parcel. Seller has not entered any lease agreements with anyone for the Subject Property.
- (e) Seller will not construct or enter into any agreement or commitment to construct any improvement or alteration to the Subject Property.
- (f) Seller will not enter into or consent to any easement, covenant or other obligation affecting the Subject Property or alteration to the Subject Property.
- (g) The Seller will complete at its sole expense the following modifications and/or improvements to the subject property by the closing date
  - a) Demolish house
  - b) Fill excavated basement with engineered fill
  - c) 5" mulch over area to be seeded
  - d) Remove all trees

Notwithstanding any provisions herein to the contrary, if a closing occurs hereunder, Seller shall indemnify Purchaser, its successors and assigns, against, and shall hold Purchaser, its successors and assigns, harmless from, any loss, costs, expense or damage, including reasonable attorneys' fees directly arising out of or resulting from the breach of any of the representations and warranties herein contained, whether such loss, cost, expense or damage arises prior to or after closing, provided that Purchaser did not have knowledge of said breach on or before the Date of Closing. All warranties and representation herein contained shall survive a closing.

- 6. Closing. The date on which the closing of the transaction herein described shall occur (herein referred to as the "Date of Closing") shall be on or before **June 28, 2013**. The closing and delivery of all such documents shall take place at the office of the City of St. Peter or at such reasonable location as may be agreed upon by Purchaser and Seller.
- 7. Possession. The Seller agrees to deliver possession of the Subject Property on the Date of Closing.
- 8. Costs and Prorations. Seller and Purchaser agree to the following Prorations and allocation of costs in connection with this Agreement and the transactions contemplated hereby:
  - (a) Seller shall pay the costs of certification and delivery of the Abstract of Title or Certificate of Title and Registered Property Abstract contemplated hereunder.
  - (b) Seller shall pay all state or local transfer or deed taxes in connection with the Deed to be delivered hereunder, if any. Seller shall pay for the cost of drafting documents and closing fees. Purchaser shall pay for the recording charges in connection with recording the documents to be delivered herein.
  - (c) Seller shall be responsible for payment of the real estate taxes due and payable in the year of the sale prorated to the date of closing. Seller shall pay all real estate taxes due and payable for the years prior to date of closing, together with all special assessments levied against the property. Also, Seller shall pay any and all green acres or other deferred taxes and/or special assessments levied or pending against the property.
  - (d) Each of the parties shall pay all of its own respective attorneys' fees and Real Estate Brokerage fees in connection with the negotiation, preparation and closing of this Agreement and the transaction contemplated hereby.

If, and to the extent, any cost or fee shall be payable by Seller under this Agreement, Purchaser shall have the right to pay such amount for the account of Seller and deduct the amount thereof from the cash due Seller at the Date of Closing. If the amount of Seller's obligation cannot be determined on the Date of Closing, Purchaser shall have the right to establish an escrow account (and offset from the cash payment) 150% of the maximum foreseeable liability.



Except as otherwise expressly provided herein, each such notice shall be deemed to have been received by, or served upon, the party to whom addressed on the date which is three (3) days after the date upon which the same is deposited in the US registered or certified mail, postage prepaid, return receipt requested, properly addressed in the manner above provided, and if served personally or sent by reputable overnight courier, on the date of service or delivery. Any party hereto may change its address for the service of notice hereunder, in the manner above specified, ten (10) days prior to the effective date of such change.

13. Effective Date of Agreement. This Agreement shall become effective and shall be binding upon the parties hereto only after it has been executed by each of the parties hereto.
14. Captions. The paragraph headings or captions appearing in this Agreement are or convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.
15. Entire Agreement; Modification. This written Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties hereto with respect to the Subject Property. It is expressly agreed that there are no verbal understandings or agreement which in any way change the terms, covenants or conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.
16. Binding Effect. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. When used herein, the singular shall include the plural, the plural shall include the singular, and the use of one gender shall include all other genders, as and when the context so requires.
17. Controlling Law. This Agreement has been made and entered into under the laws of the State of Minnesota and said laws shall control the interpretation enforcement hereof.
18. Remedies. If either party shall default in its obligations hereunder, the sole remedies available to either party, except with respect to defaults under Paragraph 5 herein for which damages shall be recoverable as provided therein, shall be (i) to terminate this Agreement by written notice to the other party, in which event neither party shall have any further rights or obligations hereunder or (ii) to seek performance of this Agreement.
19. Counterparts. This Agreement may be signed in one or more counterparts, all of which taken together shall be deemed one original.
20. Severability. If any provision in this Agreement, or any application thereof, shall be invalid or unenforceable, the remainder of this Agreement and any other application of such provision shall not be affected thereby and shall not be rendered invalid or unenforceable.
21. Effective Date of Agreement. This Agreement shall become effective and shall be binding upon the parties hereto only after it has been executed by each of the parties hereto.

On behalf of The City of St. Peter, and pursuant to authority granted to Todd Prafke, we have signed this Purchase Agreement to sell the Subject Property for the price and on the terms and conditions set forth in this Agreement:

John H. Gatzke & Jill M. Gatzke have signed this Purchase Agreement to purchase the Subject Property for the price and terms and conditions set forth in this Agreement.

SELLER: City of St. Peter

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

\_\_\_\_\_  
Date

PURCHASER: John H. Gatzke and Jill M. Gatzke

Dated: \_\_\_\_\_ By \_\_\_\_\_  
John H. Gatzke

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Jill M. Gatzke

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2013 -

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

RESOLUTION APPROVING SALE OF LOCATED AT 1728 NORTH FIFTH STREET

WHEREAS, the City Council has purchased the property located at 1728 North Fifth Street; and

WHEREAS, the blighted structure on the property will be demolished in the near future; and

WHEREAS, John and Jill Gatzke have expressed interest in purchasing the 1728 North Fifth Street property following the sale of his property at 1724 North Fifth Street to the City; and

WHEREAS, Mr. and Mrs. Gatzke intend to construct a new home on the 1728 North Fifth Street property.

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

1. The Mayor and City Administrator are directed to sign an agreement for sale of the real estate located at 1728 North Fifth Street to John and Jill Gatzke for the sum of \$25,000.
2. The City Attorney is directed to provide for the closing of the property at no cost to the buyer.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 28th day of May, 2013.

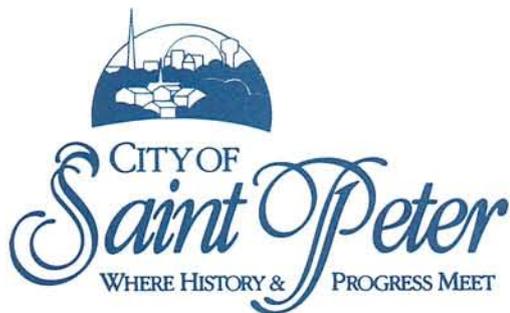
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Timothy Strand  
Mayor

ATTEST:

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Todd Prafke  
City Administrator



## Memorandum

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

**DATE:** 5/23/2013

**FROM:** Todd Prafke  
City Administrator

**RE:** Unbudgeted Purchase: Projector

### ACTION/RECOMMENDATION

Provide approval for the unbudgeted purchase of a mobile projector from Staples in the amount of \$586.74

### BACKGROUND

The display projector used by staff during Council meetings, public open houses, public informational events, staff training and other similar events is beginning to experience substantial wear and deterioration in display quality. This projector was purchased a number of years ago for over \$5,000.

As we began to discuss possibly replacing the projector, our office supply company provided us information on a new projector developed by 3M. The MP410 projector provides most of the same capabilities as the existing projector, but is a tenth the size of the old one. It can be tucked into a briefcase or purse for transport to the meetings that occur outside of City Hall which eliminates the need to haul the bigger, much heavier projector. The projector can be connected to laptops, tablets, smartphones and can connect wirelessly to computers. It also has an "instant on/off" feature that eliminates the need to purchase expensive replacement lamps, which will soon be required for the existing projector.

We were able to obtain one of the MP410 projectors to try out for a few weeks. It works very well for our needs and will be a great tool for City staff as we provide public information to various groups.

Stapes offered a 15% discount off the retail price and we are able to purchase the projector for under \$600. Although this wasn't a budgeted purchase, it is certainly one that is necessary in the near future as the older projector deteriorates.

### FISCAL IMPACT:

Funding is available in the General Fund reserves for this purchase should the Council consider approval.

### ALTERNATIVES/VARIATIONS:

Do Not Act: Staff will return the projector to the vendor.

Denial: Staff will return the projector to the vendor.

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/ba

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2013 -

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

RESOLUTION APPROVING UNBUDGETED PURCHASE OF DISPLAY PROJECTOR

WHEREAS, the City utilizes a display projector on a regular basis for public events and Council meetings; and

WHEREAS, the projector currently in use is developing operational issues and the projection quality is rapidly deteriorating; and

WHEREAS, the projector is also extremely heavy and cumbersome to haul to locations where City staff is asked to provide information; and

WHEREAS, the staff has been testing a new mobile projector that provides most of the same functions and features as the existing equipment; and

WHEREAS, the new projector is palm sized and easily transported to different locations; and

WHEREAS, the new projector can also be connected to laptops, smartphones, and tablets to provide on the spot projection; and

WHEREAS, the new projector is designed to eliminate expensive replacement lamps; and

WHEREAS, the new projector would allow staff to more easily provide public presentations on projects and information related to the City; and

WHEREAS, this would be an unbudgeted purchase with funding available in the General Fund reserves.

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

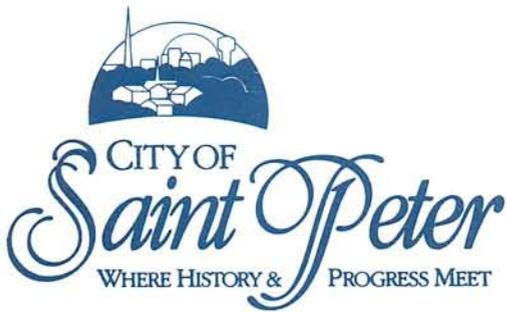
1. Staff is authorized to proceed with the unbudgeted purchase of a mobile projector from Staples, Inc. in the amount of \$586.74.
2. Funding for the purchase shall be from General Fund reserves.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 28th day of May, 2013.

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

ATTEST:

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



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATE:** 05/23/13

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

**RE:** Unbudgeted Purchase: Library Computers

### **ACTION/RECOMMENDATION**

Approve purchase of twelve replacement computers for the Library from Computer Technology Solutions, Inc. for a total cost of \$7,200.

### **BACKGROUND**

The patron computers at the Library are five years old (purchased in May 2008), close to the end of their life cycle, are inconsistent for patron use, and do not interface efficiently with the library system. We can replace them by using library restricted funds for computer purchases provided by the Ted Moline grant. The balance in this fund is \$38,000 as of December 2012.

At the same time, the computers used by temporary and seasonal Recreation employees (summer recreation staff, pool, Legos program, etc.) and the Senior Center Coordinator are not performing and we do not have funds to replace them. The Recreation computers are hand-me-downs from the Library, Police Department and youth center and were originally purchased or donated in 2002/2003.

If the twelve patron computers in the Library were replaced, City staff would replace the older Recreation and Leisure Services Department computers with the old Library computers. Staff can then re-condition the old Library computers by adding two gigs of ram for only \$40/computer, copy over the hard drive and make the old library computers workable for the Recreation Department needs. The re-conditioning will work for what the Recreation Department does, but would not be sufficient to run the programs needed by the Library.

Quotes were received from the following vendors:

Computer Technology Solutions, Inc.	\$600/computer
Antonline	\$694/computer
Hewlett Packard	\$679/computer

Based on the lowest quote, staff recommends purchasing the new computers from Computer Technology Solutions, Inc.

**FISCAL IMPACT:**

Funds for the twelve replacement computers will be provided from the Ted Moline grant which is the Library's restricted funds for computers. Total cost is \$7,200. No sales tax is included because public libraries are non-taxable.

**ALTERNATIVES/VARIATIONS:**

Do not act: Staff will not complete the purchase.

Negative Votes: Staff will await further direction from the 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 about this agenda item.

JT/

CITY OF SAINT PETER, MINNESOTA

RESOLUTION NO. 2013 -

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

**RESOLUTION AUTHORIZING UNBUDGETED PURCHASE OF TWELVE COMPUTERS FOR  
THE LIBRARY**

WHEREAS, the existing patron computers at the Library are five years old and reaching the end of their use in the library; and

WHEREAS, one of the Library's goals is to have computers that patrons can use that interface efficiently and consistently with the Library system; and

WHEREAS, the old patron computers can be re-conditioned for use in the Recreation Department; and

WHEREAS, staff received three quotes for purchase of replacement computers; and

WHEREAS, staff recommends acceptance of the low quote in the total amount of \$7,200 from Computer Technology Solutions, Inc.; and

WHEREAS, this is an unbudgeted purchase; and

WHEREAS, the Ted Moline donation, which was previously accepted by the City Council, is available to fund purchase of the new computers for the Library.

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

1. Staff is directed to proceed with the purchase of twelve new computers for the Library from Computer Technology Solutions, Inc. for a total of \$7,200.
2. Funds for the replacement computers shall be provided from restricted Library funds through the Ted Moline donation.

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 28<sup>th</sup> day of May, 2013.

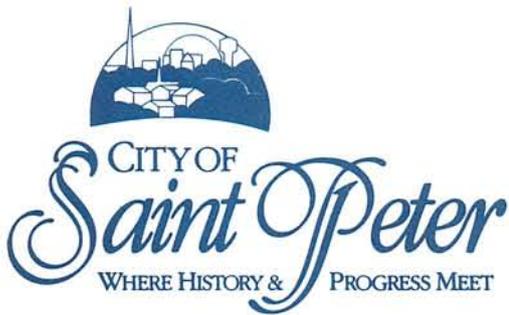
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Timothy Strand  
Mayor

ATTEST:

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Todd Prafke  
City Administrator



## Memorandum

**TO:** Todd Prafke  
City Administrator

**DATE:** 05/23/13

**FROM:** Russ Wille  
Community Development Director

**RE:** Revolving Loan Modification: MSLH Real Estate Management

### **ACTION/RECOMMENDATION**

Approve extension of a balloon payment date for MSLH Real Estate Management.

### **BACKGROUND**

A \$62,000 revolving loan was provided to MSLH Real Estate Management to partially finance acquisition of the former Hartman Chiropractic Clinic at the corner of South Minnesota Avenue and West Walnut Street. The note bears interest at a rate of 3% and was amortized over 30 years to establish a monthly payment amount. The note is now due and payable in full at the conclusion of the sixtieth (60) month.

At this time, Dr. Laura Hulsebus and Dr. Mary Snyder are requesting that the balloon payment be extended. Correspondence provided by Dr. Snyder indicates that there have been a number of building repairs undertaken to improve and/or maintain the property. A new roof was installed in 2012. Additional expenses were also incurred to replace the water heater and furnace. Finally, minor alterations were made to the parking area to improve drainage of the property.

The unanticipated expenses have stressed the cash position of the limited liability company established to own the real estate housing the two professional offices. At this time, the repayment of the scheduled balloon would create additional hardship. Additionally, Nicollet County Bank indicates that as the primary lender, they are unable to extend the additional credit necessary to honor the scheduled balloon.

The MSLH note is secured by a subordinate mortgage and personal guarantees signed by the two doctors and their spouses.

The repayment of the EDA loan has been provided as per the terms of the promissory note. The repayment history is exceptional and every payment over the last five years has been received as scheduled.

The EDA considered the requested extension at their May 23, 2013 meeting. The EDA has recommended that the MSLH Real Estate Management repayment be extended by twenty-four (24) months and that all existing collateral remain in place.

## **FISCAL IMPACT**

The balance of the \$62,000 loan is \$55,245.23 following receipt of the May 1<sup>st</sup> payment. Extending the balloon would allow MSLH to continue to make monthly payments of \$261.39. The loan would continue to accrue interest at a rate of 3%.

## **ALTERNATIVES/VARIATIONS:**

Do not act: The matter could be tabled for consideration at a later date. The note would be due and payable June 1, 2013.

Negative Votes: The note would be due and payable on June 1, 2013.

Modification of the Resolution: The Council could adopt alternative terms at their discretion. The terms would be presented to MSLH Real Estate Management for their consideration and acceptance.

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

RW

**CITY OF SAINT PETER, MINNESOTA**

**RESOLUTION NO. 2012 -**

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

**RESOLUTION EXTENDING MSLH REAL ESTATE MANAGEMENT BALLOON PAYMENT  
BY TWENTY-FOUR MONTHS**

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

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

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

WHEREAS, in 2008 the City provided a \$62,000 loan to MSLH Real Estate Management to partially finance the purchase of the dental/chiropractic clinic at 202 West Walnut Street; and

WHEREAS, loan payments had been made by the MSLH Real Estate Management on a regular basis and the outstanding balance of the loan is \$55,245.23; and

WHEREAS, repayment of the note is due on June 1, 2013 via balloon payment at the conclusion of the fifth year of the note; and

WHEREAS, MSLH Real Estate Management has unsuccessfully attempted to conventionally refinance the note; and

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

WHEREAS, MSLH Real Estate Management has requested that the City provide an extension of the due date of the balloon payment; and

WHEREAS, MSLH Real Estate Management would continue to make monthly payments on the note during the extension; and

WHEREAS, the EDA has reviewed the requested modification and has recommended that the City Council extend the scheduled balloon payment by twenty-four (24) months.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, THAT: The balloon payment due from MSLH Real Estate Management, LLC on June 1, 2013 is hereby extended by twenty-four months to June 1, 2015

Adopted by the City Council of the City of Saint Peter, Nicollet County, Minnesota, this 28<sup>th</sup> day of May, 2013.

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Timothy Strand  
Mayor

ATTEST:

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Todd Prafke  
City Administrator